



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: JANUARY 17, 2017

SUBJECT: **SECOND READING OF ORDINANCE NO. O-2017-01 ADOPTING ZONE CHANGE 2016-01 AND ORDINANCE NO. O-2017-02 APPROVING DEVELOPMENT AGREEMENT 2016-01 WITH MERCY HOUSING**

FISCAL
IMPACT: Deferral of development impact fees in exchange for community benefit of providing veteran's housing.

SUMMARY:

On January 10, 2017, a public hearing was held to consider a General Plan Amendment from Industrial and Commercial Manufacturing to High Density Residential, a Zone Change from Manufacturing (M) and Commercial-Manufacturing (C-M) to High Density Residential (R-3), a Variance from the Parking Standards which would allow 52 uncovered parking spaces instead of the normally required 115 spaces, approval of Development Plan Review and approval of a Development Agreement to develop and operate a 50 unit apartment complex to provide low cost housing to military veterans. The City Council approved the project, adopted Resolution No. R-2017-02 adopting a Mitigated Negative Declaration for the project, approving General Plan Amendment 2016-01, Variance 2016-02 and Development Plan Review 2016-01. City Council approved first reading of Ordinance No. O-2017-01 adopting Zone Change 2016-01 and approved first reading of Ordinance No. O-2017-02 approving Development Agreement 2016-01. The recommended action will approve second reading and adoption of Ordinance No. O-2017-01 and Ordinance No. O-2017-02, both of which will take effect 30 days after adoption.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Find that the second reading and adoption of Ordinance No. O-2017-01 and Ordinance No. O-2017-02 is consistent with the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program adopted by the City Council on January 10, 2017 for the project in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code §§ 21000-21177) and pursuant to §15063 of Title 14 of the California Code of Regulations (CCR), and direct Staff to file a Notice of Determination; and
2. Waive full reading, by title only, and adopt Ordinance No. O-2017-01, An Ordinance of the City Council of the City of Placentia, California, Approving Zone Change 2016-01 amending

1.f.

January 17, 2017

the official zoning map of the City by changing the zoning district from "M" Manufacturing and "C-M" Commercial Manufacturing to "R-3" high density residential on a +/- 3.65 acre property at 1924 Orangeview Avenue related to the development of the +/- 3.65 acre property at 1924 Orangeview Avenue, Placentia, California; and

3. Waive full reading, by title only, and adopt Ordinance No. O-2017-02, An Ordinance of the City Council of the City of Placentia, California, Approving Development Agreement 2016-01 with Mercy Housing California related to the development of the +/- 3.65 acre property at 1924 Orangeview Avenue, Placentia, California [Development Agreement No. 2016-01].

BACKGROUND:

Mercy Housing California (MHC) constructs and its partner New Directions administers housing for military veterans, specializing in serving those veterans most in need that are at risk for becoming homeless. California is home to nearly two million veterans, 136,611 of which live in Orange County. On December 13, 2016, the Planning Commission recommended City Council approval of the project and adoption of the related Mitigated Negative Declaration a for the 50 unit apartment complex to provide low cost housing for qualified military veterans.

On January 10, 2017, City Council conducted a public hearing to consider the project related entitlements which include a General Plan Amendment from Industrial and Commercial Manufacturing to High Density Residential, a Zone Change from Manufacturing (M) and Commercial-Manufacturing (C-M) to High Density Residential (R-3), a Variance from the Parking Standards which would allow 52 uncovered parking spaces instead of the normally required 115 spaces, approval of Development Plan Review and approval of a Development Agreement to develop and operate the 50 unit veterans apartment complex. The City Council approved the project by adopting Resolution No. R-2017-02 which adopted a Mitigated Negative Declaration for the project, approved General Plan Amendment 2016-01, Variance 2016-02 and Development Plan Review 2016-01. City Council also approved first reading of Ordinance No. O-2017-01 adopting Zone Change 2016-01 and approved first reading of Ordinance No. O-2017-02 approving Development Agreement 2016-01. The recommended action will approve second reading and adoption of Ordinance No. O-2017-01 and Ordinance No. O-2017-02, both of which will take effect 30 days after adoption.

DISCUSSION:

Ordinance No. O-2017-01 will result in a Zone Change from Manufacturing (M) and Commercial Manufacturing (C-M) to High Density Residential (R-3) for the +/- 3.65 gross acre site generally located at 1924 Orangeview Avenue and further identified by APNs 346-241-02 and 346-331-19, for the development and operation of the 50 unit apartment complex serving veterans.

Ordinance No. O-2017-02 will approve Development Agreement 2016-01 with MHC related to the development of the project site. Under the terms of the Development Agreement, the applicant is granted certain vested rights and the amount of the development fees, including, but not limited to, application fees, processing fees, development fees, impact fees, mitigation fees, park fees, storm drain fees, sewer fees, and development project mitigation fees which are deferred in the form of a "Development Project Mitigation Fee Loan Note". These fees are deferred for a specified

amount of time. In exchange for the deferral of fees and vested rights, the City receives a community benefit because the applicant shall provide critical housing to military veterans who meet the requirements for affordable housing and qualify for Veterans Affairs benefits.

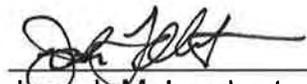
ENVIRONMENTAL REVIEW:

In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code §§ 21000-21177) and pursuant to §15063 of Title 14 of the California Code of Regulations (CCR), the City of Placentia, acting in the capacity of Lead Agency, is required to undertake the preparation of an Initial Study to determine if the proposed Project would have a significant environmental impact. On the basis of this initial evaluation the City finds that although the proposal could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described in the Summary of Mitigation Measures on pages 61-62 of the Initial Study have been added. The Mitigation Measures were established to ensure any potential impact is less than significant with the implementation of the identified mitigation measures. Mitigation Measures were established for Aesthetics, Air Quality, Biological Resources, Cultural Resources, Hazards and Hazardous Materials, Hydrology and Water Quality, Noise, Public Services, Transportation, and Utilities.

A Mitigated Negative Declaration (MND) And Mitigation Monitoring and Reporting Program was prepared and adopted by City Council Resolution No. R-2017-02 on January 10, 2017. The MND and Mitigation Monitoring and Reporting Program are provided as attachments to this report. One of the recommended actions is to find that the second reading and adoption of Ordinance No. O-2017-01 and Ordinance No. O-2017-02 is consistent with the MND and Mitigation Monitoring and Reporting Program adopted by the City Council on January 10, 2017.

Prepared by:

Reviewed and approved:



Joseph M. Lambert
Director of Development Services



Damien R. Arrula
City Administrator

Attachments:

1. Ordinance No.O-2017-01 relating to ZC 2016-01
2. Ordinance No.O-2017-02 relating to DA 2016-01
3. Development Agreement 2016-01
4. Initial Study
5. Mitigation Monitoring & Reporting Program
6. Mitigated Negative Declaration

ORDINANCE NO. O-2017-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING ZONE CHANGE 2016-01 AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY CHANGING THE ZONING DISTRICT FROM "M" MANUFACTURING AND "C-M" COMMERCIAL MANUFACTURING TO "R-3" HIGH DENSITY RESIDENTIAL ON A +/- 3.65 ACRE PROPERTY AT 1924 ORANGEVIEW AVENUE RELATED TO THE DEVELOPMENT OF THE +/- 3.65 ACRE PROPERTY AT 1924 ORANGEVIEW AVENUE, PLACENTIA, CALIFORNIA

City Attorney's Summary

An ordinance of the city of Placentia, California approving Zone Change 2016-01 changing the zoning district from "M" Manufacturing and "C-M" Commercial-Manufacturing to "R-3" High Density Residential on a +/- 3.65 acre property located at 1924 Orangeview Avenue, Placentia, California related to the development and operation of a 50 unit affordable apartment complex serving military veterans who are homeless, disabled and/or demonstrate economic hardship. The City Council has adopted a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the project in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code §§ 21000-21177) and pursuant to §15063 of Title 14 of the California Code of Regulations (CCR).

A. Recitals.

(i) Mercy Housing California ("Applicant"), owner of the property located at 1924 Orangeview Avenue, Placentia, California filed an application for a General Plan Amendment 2016-01, Zone Change 2016-01, Variance 2016-02, Development Plan Review 2016-01 and Development Agreement 2016-01 to develop and operate a 50 unit affordable apartment complex serving military veterans who are homeless, disabled and/or demonstrate economic hardship.

(ii) On December 13, 2016, the Planning Commission conducted a duly noticed public hearing, as required by law, and after holding the public hearing, recommended City Council approve the aforementioned entitlements and Development Agreement No. 2016-01.

(iii) In accordance with Placentia Municipal Code Section 23.96.050, the City Council has received a report of the

findings and recommendations of the planning commission with respect to the project, in general, and Zone Change 2016-01.

(iv)The City Council approved General Plan Amendment 2016-01, Variance 2016-02, and Development Plan Review 2016-01 pursuant to Resolution [INSERT RESOLUTION NUMBER], however, Zone Change 2016-01 must be adopted by ordinance.

(v)All other legal prerequisites to the adoption of this Ordinance have occurred.

B. Ordinance.

NOW, THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Placentia as follows:

1. The City Council hereby approves Zone Change 2016-01 changing the zoning district from "M" Manufacturing and "C-M" Commercial-Manufacturing to "R-3" High Density Residential for the subject site and, in so approving, makes the following findings in accordance with Section 23.96.050(d) of the Placentia Municipal Code:

(a) The proposed amendment will not be: (A) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood nor (B) injurious to property or improvements within the neighborhood of the proposed amendment in that the proposed project will eliminate a legal nonconforming use and replace it with affordable housing to serve military veterans consistent with the goals of the Housing Element of the General Plan. Additionally, the project location is an area currently zoned manufacturing and commercial-manufacturing and surrounded by commercial and industrial uses with the exception of residential property to the north of the project.

(b) The proposed amendment will be consistent with the latest adopted general plan. The project entitlements include a general plan amendment such that the zone change will be consistent with the general plan, as amended.

2. The City Council of the City of Placentia hereby finds from the evidence in the record based on its independent judgment that the related Mitigated Negative Declaration, certified by the City Council, as part of the project, reduces the environmental impacts of Zone Change 2016-01 to a level

less than significant based on the mitigation measures set forth therein.

3. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held invalid by a court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases, be declared invalid.

4. The Secretary shall certify the adoption of this Resolution.

5. Effective Date. This ordinance shall be in full force and effect commencing thirty (30) days after its final adoption and a summary hereof shall be published once within fifteen (15) days in the _____, a newspaper of general circulation printed and published in the County of Orange and circulated in the City of Placentia and hereby designated for that purpose by the City Council.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2017.

CRAIG GREEN, MAYOR

ATTEST:

PATRICK J. MELIA, CITY CLERK

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was adopted at an adjourned regular meeting of the City Council of the City of Placentia, held on the ____ day of _____, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN L. BETTENHAUSEN, CITY ATTORNEY

ORDINANCE NO. O-2017-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING DEVELOPMENT AGREEMENT 2016-01 WITH MERCY HOUSING CALIFORNIA RELATED TO THE DEVELOPMENT OF THE +/- 3.65 ACRE PROPERTY AT 1924 ORANGEVIEW AVENUE, PLACENTIA, CALIFORNIA. [DEVELOPMENT AGREEMENT NO. 2016-01]

City Attorney's Summary

An ordinance of the City of Placentia, California approving Development Agreement 2016-01 between the City of Placentia and Mercy Housing California related to the development of the +/- 3.65 acre property at 1924 Orangeview Avenue, Placentia, California to develop and operate a 50 unit affordable apartment complex serving military veterans who are homeless, disabled and/or demonstrate economic hardship. The City Council has adopted a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the project in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code §§ 21000-21177) and pursuant to §15063 of Title 14 of the California Code of Regulations (CCR).

A. Recitals.

(i) Mercy Housing California ("Applicant"), which will be the leasehold owner of the property located at 1924 Orangeview Avenue, Placentia, California filed an application for a General Plan Amendment 2016-01, Zone Change 2016-01, Variance 2016-02, Development Plan Review 2016-01 and Development Agreement 2016-01 to develop and operate a 50 unit affordable apartment complex serving military veterans who are homeless, disabled and/or demonstrate economic hardship.

(ii) California Government Code § 65867 authorizes the City of Placentia to enter into a development agreement that gives the applicant certain vested rights. In this case, Development Agreement 2016-01 would, in pertinent part, defer certain application and development fees for the project.

(iii) On December 13, 2016, the Planning Commission conducted a duly noticed public hearing, as required by law, and after holding the public hearing, recommending to the City Council approval of the aforementioned entitlements and Development Agreement No. 2016-01.

(iv) All other legal prerequisites to the adoption of this Ordinance have occurred.

B. Ordinance.

NOW, THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Placentia as follows:

1. The City Council hereby finds that the Development Agreement between the City and Applicant conforms to the policies and programs of the General Plan.

2. The City Council hereby approves the Development Agreement between the City and Mercy Housing California in the form attached hereto as "Exhibit 5" and incorporated by this reference.

3. The City Council of the City of Placentia hereby finds from the evidence in the record based on its independent judgement that Negative Declaration No. 2016-01, certified by the City Council, as part of the project, reduces the environmental impacts of Development Agreement 2016-01 to a level less than significant based on the mitigation measures set forth therein.

4. Non-Substantive Changes to Development Agreement. The City Council hereby grants to the City Administrator and/or his designee the authority to make non-substantive changes to the Development Agreement subsequent to the date of adoption of this Ordinance as may be necessary to effectively memorialize the intent of the parties consistent with the City Council's findings and direction herein.

5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held invalid by a court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases, be declared invalid.

6. The Secretary shall certify the adoption of this Resolution.

7. Effective Date. This ordinance shall be in full force and effect commencing thirty (30) days after its final adoption and a summary hereof shall be published once within fifteen (15) days in the _____, a newspaper of general circulation printed and published in the County of Orange and circulated in the City of Placentia and hereby designated for that purpose by the City Council.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2017.

CRAIG GREEN, MAYOR

ATTEST:

PATRICK J. MELIA, CITY CLERK

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was adopted at an adjourned regular meeting of the City Council of the City of Placentia, held on the ____ day of _____, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN L. BETTENHAUSEN, CITY ATTORNEY

**CITY OF PLACENTIA
DEVELOPMENT AGREEMENT
(MERCY HOUSING HOMELESS VETERANS VILLAGE PROJECT)**

THIS 2016 DEVELOPMENT AGREEMENT (the “Agreement”) is dated as of _____, 2016 by and between the **CITY OF PLACENTIA**, a California charter city and municipal corporation, (the “City”), and **MERCY HOUSING CALIFORNIA**, a California nonprofit public benefit corporation (the “Developer”).

RECITALS

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs and risk of development, the Legislature of the State of California enacted Section 65864 et seq. of the Government Code (“Development Agreement Statute”) which authorizes a city and a developer having a legal or equitable interest in real property to enter into a binding, long-term development agreement, establishing certain development rights in the property.

B. Developer entered into an Option to Lease Agreement, dated April 26, 2016, with the County of Orange/Orange County Flood Control District to lease and improve certain real property situated in the City of Placentia that is owned by the County (terminus of Orangeview Avenue with no street address). Developer has also entered into an agreement to purchase the fee simple interest in an adjoining property located at 1924 Orangeview Avenue. (Collectively, the two parcels are referred to herein as the “Property”) (as described in Attachment No. 1 and depicted in Attachment No. 2. Developer intends to develop the Property as a permanent supportive housing development for homeless veterans as described herein (the “Housing Project”).

C. As part of the Housing Project, the Developer will construct and operate approximately forty (49) service-enriched rental dwelling units with a preference for low-income families which include at least one Veteran, and homeless Veterans, where household income does not exceed 30% to 60% of Area Median Income at an affordable rent for the “Affordability Period,” as this term is defined below.

D. This Agreement between City and Developer sets forth, among other things, the applicable fees, policies and zoning requirements that apply to Developer’s development of the Project and provides Developer with a vested right to develop the Project.

E. The Project relies on the following analysis under the California Environmental Quality Act (“CEQA”) (set forth in Public Resources Code, section 21000 et seq.): Mitigated Negative Declaration.

F. The Development Agreement Statute provides that the purpose of development agreements is to strengthen the public planning process, encourage comprehensive planning, obtain private participation in meeting community needs, and reduce uncertainty in the approval of development.

G. For the reasons recited herein, City and Developer have determined that the Project is a development for which this Agreement is appropriate. This Agreement will eliminate uncertainty regarding Existing Approvals and Subsequent Project Approvals, thereby encouraging planning for, investment in, and commitment to use and development of the Property. Continued use and development of the Property will in turn provide substantial employment, tax, and other public benefits to the City, and will contribute to the revitalization of the City.

H. The terms and conditions of this Agreement have undergone review by City staff, the Planning Commission and the City Council at publicly noticed meetings and have been found to be fair, just and reasonable and in conformance with the Development Agreement Statute and the goals, policies, standards and land use designations specified in the City's General Plan and, further, the City Council finds that the economic interests of City's citizens and the public health, safety and welfare will be best served by entering into this Agreement.

I. On December 13, 2016, the Planning Commission, the initial hearing body for purposes of development agreement review, recommended approval of this Agreement to the City Council. On [REDACTED] the City Council adopted Ordinance No. [REDACTED] approving this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

100. DEFINITIONS

"Affordability Period" shall mean a period of fifty-five (55) years from the date of the issuance of a certificate of occupancy for the Housing Project.

"Agreement" means this 2016 Development Agreement between City and the Developer.

"City" means the City of Placentia, a California charter city and municipal corporation.

"Actual Knowledge" means the actual knowledge of the party's employees and agents who manage the Housing Project or have participated in the preparation of this Agreement, and all documents and materials in the possession of such party, and shall not impose a duty of investigation.

"County" shall mean the County of Orange, California.

"Default" means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 601 hereof.

"Developer" means Mercy Housing California, a California nonprofit public benefit corporation, and its permitted successors and assigns.

"Development Fees" shall mean those fees, charges, and exactions imposed by the City upon the development of the Project on the Property, including, but not limited to, application fees, processing fees, development fees, impact fees, mitigation fees, park fees, storm drain fees, sewer fees, development project mitigation fees, and other related or like charges or fees. All Development Fees applicable to the Project are identified in Attachment No. 6 attached hereto and incorporated herein.

"Development Plans" means those plans and drawings to be submitted to City for its approval, pursuant to Section 302 hereof.

"Development Project Mitigation Fees" means the monetary fees and impositions, other than taxes and assessments, charged by City in connection with a development project for the purpose of defraying all or a portion of the cost of mitigating the impacts of a development project or development of the public facilities and services related to a development project, including Affordable Housing Fees and any "fee" as that term is defined by Government Code section 66000(b). For purposes of this Agreement, a monetary fee or imposition that meets both

the definition of an Impact Fee and the definition of an Exaction will be considered a Development Project Mitigation Fee. Development Project Mitigation Fees include Development Fees.

“Development Project Mitigation Fee Loan Note” means and refers to the promissory note to be executed by the Developer as the maker, in favor of the City as the holder, in the amount of the Development Project Mitigation Fee Loan substantially in the form of Attachment No. 7.

“Effective Date” means and refers to the day on which all three (3) of the following events have been accomplished: (i) this Agreement has been approved by the governing board of the City; and (ii) this Agreement has been executed by the officers of the Developer; and (iii) this Agreement has been executed by the officers of the City. The Effective Date shall be noted by the City Council on the signature page of this Agreement.

“Exactions” means exactions imposed by City as a condition of developing the Housing Project, including requirements for acquisition, dedication or reservation of land; and obligations to construct on-site or off-site public and private infrastructure improvements such as roadways, utilities or other improvements necessary to support the Housing Project, whether such exactions constitute capital improvements, mitigation measures in connection with environmental review of the Project, or impositions made under Applicable City Regulations. For purposes of this Agreement, Exactions do not include Development Project Mitigation Fees.

“Existing Development Regulations” means the ordinances, rules, regulations and official policies of the City that are in effect as of the Effective Date of the Agreement which regulate the use of real property, including, but not limited to, its development, its subdivision, and the design, density, use, occupancy, improvement and construction of structures thereon, and which establish Development Fees, dedications, or Exactions that may be imposed as a condition of obtaining any City approval necessary for a use of real property. Existing Development Regulations, include, but are not limited to, City’s Charter, each element of the City’s General Plan, every portion of the City’s Municipal Code regulating use(s) of real property (including all zoning codes, development codes, subdivisions codes, and CEQA implementation codes), and the provisions of any Specific Plan applicable to the Site, except as specifically modified herein. Subject to the provisions of § 11(a), below, existing Development Regulations shall mean and include only those Developer Fees in effect as of the Effective Date of this Agreement and shown on Exhibit “E” attached hereto.

“Governmental Requirements” means all laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the state, the County, the City, or any other political subdivision in which the Housing Project is located, and of any other political subdivision, agency, or instrumentality exercising jurisdiction over the Developer or the Housing Project.

“Housing Project” means the multifamily apartment complex to be developed and operated by the Developer as provided herein.

“Housing Project Accounting Year” means and refers to the tax year accounting period designated by the Developer in its Tax Credit Limited Partnership Agreement.

“Housing Units” means the individual apartment units within the Housing Project to be developed and operated by the Developer.

“Legal Description” means the description of the Property which is attached hereto as Attachment No. 1 and incorporated herein.

“Lower Income Household” shall mean a household earning not greater than that percentage of Orange County area median income, adjusted for household size, which is set forth by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50079.5.

“Low-or-Moderate Income Household” shall mean a household earning not greater than that percentage of Orange County area median income, adjusted for household size, which is set forth by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50093.

“Notice” shall mean a notice in the form prescribed by Section 702 hereof.

“Public Improvements” shall mean those public improvements, including but not limited to streets, street lights, traffic signals, curbs, gutters, sidewalks, parkway landscaping, irrigation systems, storm drains, sewers, and other public facilities related to the Housing Project and required to be constructed and installed in the existing public rights-of-way and/or on areas of the Property to be dedicated to the City by the Developer as part of the development of the Housing Project. The Public Improvements, if any, that may be required for the Housing Project shall be identified and required pursuant to the City’s permitting process through the issuance of an Encroachment Permit.

“Residual Receipts” mean and refer to the portion of the annual cash income of the Housing Project as more particularly described in the Development Project Mitigation Fee Loan Note.

“Schedule of Performance” means that certain Schedule of Performance attached hereto as Attachment No. 3 and incorporated herein, which sets forth the estimated times for the Developer’s performance of various tasks related to the Housing Project

“Scope of Development” means that certain Scope of Development attached hereto as Attachment No. 4 and incorporated herein, which describes the scope, amount, and quality of the development of the Housing Project by the Developer pursuant to the terms and conditions of this Agreement.

“Site” means **“Property”** as described in Attachment Nos. 1 and 2.

“Site Map” means the map of the Site which is attached hereto as Attachment No. 2 and incorporated herein.

“State TCAC” means and refers to the State of California Tax Credit Allocation Committee.

“Tax Credit Limited Partnership Agreement” means and refers to the limited partnership agreement by and between the Developer or an affiliated entity and its tax credit investor limited partners.

“Term of Agreement.” The term of the Agreement shall commence on the Effective Date and shall and shall continue for a period not exceeding ten (10) years, so long as Developer remains in material compliance with this Agreement, as from time to time amended.

“Very Low Income Household” shall mean a household earning not greater than the applicable percentage of Orange County area median income, adjusted for household size, as set forth by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50105.

“*Veteran*” means a person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable, pursuant to 38 U.S.C. Section 101, and regulations of the United States Department of Veteran Affairs.

200. EXISTING DEVELOPMENT REGULATIONS

Effect of Existing Development Regulations on Development of Housing Project.

Except as expressly provided in this Agreement, all substantive and procedural requirements and provisions contained in City’s ordinances, specific plans, rules and regulations, including, but not limited to, the Zoning Ordinance and building codes, in effect as of the Effective Date of this Agreement, shall apply to the construction and development of the Housing Project and, subject only to the terms of this Agreement, Developer shall have a currently effective vested right to develop the Site in accordance with the Existing Development Regulations. City may apply any and all new ordinances, rules, regulations, plans and specifications to the development of the Site after the Effective Date provided such new rules and regulations do not conflict with the terms of this Agreement as of the Effective Date. Nothing herein shall prevent the application of health and safety regulations (*i.e.*, fire, building, seismic, plumbing, mechanical and electric codes) that become applicable to the City as a whole.

300. DEVELOPMENT OF THE HOUSING PROJECT

301. **Development of the Housing Project.** The Developer agrees to construct and develop the Housing Project substantially in accordance with the Scope of Development which is attached hereto as Attachment No. 4 and incorporated herein, all Existing Development Regulations, and the Development Plans which are approved by the City pursuant to Section 302 hereof. The Housing Project shall generally consist of a multifamily apartment complex with approximately forty-nine (49) apartment units, and associated parking, landscaping and common areas. All funds necessary to complete the acquisition and development of the Housing Project shall be obtained by the Developer.

302. Development Project Applications and Approvals.

The Developer shall submit to the City all applications required by the City under the City Municipal Code for the construction of the Housing Project on the Site (the “Development Project Applications”). The City shall have all rights to review and approve or disapprove all Development Project Applications and Development Plans and other required submittals in accordance with the City Municipal Code, and nothing set forth in this Agreement shall be construed as the City’s approval of any such Development Project Application or Development Plan. Notwithstanding anything stated in this Agreement to the contrary, Developer understands that the execution of this Agreement is not a guarantee by the City that the proposed use will be allowed on the subject parcel. Developer shall not be entitled to occupy the Property, and shall not be entitled to utilize the Property for the proposed use, unless and until Developer first obtains any and all required Development Project Approvals and land use entitlements for the Housing Project on the Property, including but not limited to Developer’s compliance with any requirements of the California Environmental Quality Act (“CEQA”). The City is not obligated to grant any such approvals, and the process of reviewing and granting of such approvals with respect to the Housing Project on the Property will be subject to the standard independent review process and procedures established by the City from time to time. Moreover, nothing herein shall be construed as a waiver of the City’s right to defend, to the fullest extent of the law, its use of its discretionary authority and executive powers.

303. **Construction Contractor Insurance.** Developer shall cause its contractors for construction work to name the City as additional insureds on all policies of insurance required by Developer on the Housing Project.

304. **Timing of Development of the Housing Project.** The Developer hereby covenants and agrees to commence and complete the development of the Housing Project within the time set forth in the Schedule of Performance, which is attached hereto as Attachment No. 3 and incorporated herein (subject to force majeure pursuant to Section 603 hereof), or such other dates as permitted by the Development Permits.

305. **City and Other Governmental Permits.** Before commencement of the development of the Housing Project, the Developer shall secure or cause its contractor to secure any and all permits and land use entitlements which may be required by the City or any other governmental agency affected by such construction, including without limitation building permits (collectively, the "Development Permits"). The Developer shall pay all necessary fees and timely submit to the City final drawings with final corrections to obtain the Development Permits, and the staff of the City will, without obligation to incur liability or expense therefor, use its best efforts to expedite the issuance of building permits and certificates of occupancy for construction that meets the requirements of the City Code, and all other applicable laws and regulations.

306. **Insurance of the Developer.**

(a) In order to protect the City, its governing board, commissions, agents, officers, employees and authorized representatives against all claims and liability for death, injury, loss and damage as a result of Developer's actions in connection with the design, construction, operation and financing of the Housing Project, the Developer shall secure and maintain insurance as described in this Section 306. Such insurance shall be in full force and effect as of the Effective Date, and thereafter the Developer shall continuously maintain such insurance for the Term of this Agreement. Developer shall pay any deductibles under all required insurance policies.

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of the Agreement."

Developer shall require each contractor and sub-contractor engaged to perform any work on the Housing Project to provide workers' compensation for all of such contractors' or sub-contractors' employees, unless the contractors' or sub-contractors' employees are covered by worker's compensation insurance afforded by the Developer. If any class of employees engaged in work or services performed in connection with the Project is not covered by Labor Code Section 3700, the Developer shall provide and/or require each contractor or sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

(b) The Developer shall maintain in full force and effect, at all times during the term of the Agreement, the following insurance:

(i) Commercial General Liability Insurance coverage, including, but not limited to, premises-operations, products-completed operations hazards, personal injury (including bodily injury and death), and property damage for liability arising out of the construction of the Project and/or Developer's operation of the Site pending commencement of construction of the Project. Said insurance coverage shall have minimum limits for bodily injury and property damage liability of TWO MILLION DOLLARS (\$2,000,000) each occurrence and FIVE MILLION DOLLARS (\$5,000,000) aggregate.

(ii) Automobile liability insurance against claims of personal injury (including bodily injury and death) and property damage covering all owned, leased, hired and non-owned vehicles used by Developer with minimum limits for bodily injury and property damage of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. Such insurance shall be provided by a business or commercial vehicle policy.

(iii) If the Developer hires one or more consultants to provide design services, such as architectural or engineering services in connection with the Project, the Developer shall require such consultant to provide professional liability (errors and omissions) insurance, for liability arising out of, or in connection with, the performance of such design services, with limits of not less than ONE MILLION DOLLARS (\$1,000,000).

(iv) During the course of construction, builder's risk insurance to be written on an all-risk completed value form, in an aggregate amount equal to 100% of the completed insurable value of the building(s).

(c) During the course of construction of the Project, Developer shall require that all contractors performing work on the Housing Project to maintain the following insurance coverages at all times during the performance of said work:

(i) Commercial general liability Insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence and FIVE MILLION DOLLARS (\$5,000,000) aggregate to protect the Developer during the construction phase from claims involving bodily injury and/or death and damage to the property of others. Said insurance shall include an endorsement to include owners' and contractors' protective coverage.

(ii) Automobile liability insurance against claims of personal injury (including bodily injury and death) and property damage covering all owned, leased, hired and non-owned vehicles used in the performance of a contractor's obligations to the Developer with minimum limits for bodily injury and property damage of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. Such insurance shall be provided by a business or commercial vehicle policy.

(d) The commercial general liability insurance required in Section 306(c) and (d), above shall include an endorsement naming the City and its officials, officers, agents, and employees as additional insureds for liability arising out of the Agreement and any operation related thereto.

(e) If any of the insurance coverages required under Section 306(d) of the Agreement is written on a claims-made basis, such insurance policy shall provide an extended reporting period continuing through the fifth (5th) anniversary following the date of acceptance of the improvements by Developer.

(f) As of the Effective Date, evidence of insurance in compliance with the requirements of Section 306(b) shall be furnished to the City by the Developer, as evidenced by a endorsements to such policies or contracts of insurance issued by the insurer in favor of the City and/or by one or more "certificate of insurance" issued by the authorized agents or attorneys-in-fact of such insurers in a form acceptable to the City Counsel. Receipt of evidence of insurance that does not comply with the above requirements shall not constitute a waiver of the insurance requirements set forth above.

(g) The insurance coverages required to be maintained and/or provided by the Developer under this Agreement shall be maintained until the completion of all of Developer's obligations under the Agreement, and shall not be reduced, modified, or canceled. The

Developer shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

(h) All insurance shall be issued by a company or companies listed in the current "Best's Insurance Guide" publication with a minimum of a "A(vii)" rating and be a California admitted insurance company.

(i) All insurance afforded by the Developer pursuant to the Agreement shall be primary to and not contributing to any other insurance maintained by the City. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Developer for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of the Agreement or otherwise in law. Failure by the Developer to maintain all such insurance in effect at all times required by the Agreement shall be an event of default by Developer. The City, at its sole option, may exercise any remedy available to it in connection with such an event of default. Alternatively, the City may purchase such required insurance coverage, and the City shall invoice any sums due from Developer any premiums and associated costs advanced or paid by the City for such insurance. Any failure by the City to take this alternative action shall not relieve the Developer of its obligation to obtain and maintain the insurance coverages required by the Agreement.

307. Indemnity and Defense. Developer shall, at its expense, defend, indemnify, and hold harmless the City and its officers, agents, employees and representatives harmless from any and all losses, liabilities, claims, lawsuits, causes of action, judgments, settlements, court costs, attorneys' fees, and other legal expenses, and other damages of whatsoever nature arising out of or in connection with, or relating in any manner to any act or omission of Developer or its agents, employees, contractors and subcontractors of any tier and employees thereof in connection with or arising from Developer's performance or nonperformance of its obligations under this Agreement, Developer's ownership or operation of the Housing Project, or the development of the Housing Project, except and to the extent of for any such loss, liability, claim, lawsuit or other damage arising from the negligence or willful misconduct of the City or its officers, agents, employees or representatives.

Developer shall defend, indemnify, and hold harmless the City from and against any and all claims, damages, demands, suits and/or proceedings of any kind brought by anyone challenging the validity and/or legality of this Agreement, or the process followed. Developer shall further defend, indemnify, and hold harmless the City from and against any and all claims, damages, demands, suits and/or proceedings of any kind brought by anyone challenging the validity and/or legality of the Developer's future development of the Property, including any and all challenges to any permits and/or approvals that may or may not be granted by the City for the development of the Property.

308. Entry by the City.

(a) Developer shall permit the City, through its officers, agents or employees, at all reasonable times (but subject to tenants' rights of possession) to enter onto the Housing Project and inspect the work of development of the Housing Project to determine that the same is in conformity with the Development Plans and all the requirements hereof. Developer acknowledges that the City is under no obligation to supervise, inspect, or inform Developer of the progress of construction, and Developer shall not rely upon the City therefor. Any inspection by the City is entirely for its purposes in determining whether Developer is in compliance with this Agreement and is not for the purpose of determining or informing Developer of the quality or suitability of construction. Developer shall rely entirely upon its own supervision and

inspection in determining the quality and suitability of the materials and work, and the performance of architects, subcontractors, and material suppliers. City's rights hereunder are subject to the rights of tenants in possession.

(b) During the course of such inspections, the City and the Developer may agree on changes to the Development Plans which are consistent with the approvals granted under the Development Permits, and the Developer shall be entitled to implement any such agreed-upon changes to the Development Plans.

309. **Compliance With Laws.** The Developer shall carry out the design, development and operation of the Housing Project in conformity with all applicable laws, including all applicable state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.* The Developer shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Housing Project, subject to the Developer's right to contest in good faith any such taxes, and to the Developer's rights to request exemption under California Revenue and Taxation Code Section 214. The Developer may apply for and receive any exemption from the payment of property taxes or assessments on any interest in or to the Housing Project without the prior approval of the City.

310. **Prevailing Wages.** The Developer shall carry out the construction of the Housing Project and the development of the Site in conformity with all applicable federal and state labor laws, including all regulations and statutory requirements pertaining thereto. Developer shall be solely responsible for determining the necessity of complying with such laws and, to the extent applicable, effectuating compliance with such laws, and the City makes no representation as to the applicability or non-applicability of any of such laws to the construction of the Housing Project or any part thereof. Developer hereby expressly acknowledges and agrees that the City has not previously affirmatively represented to the Developer or its contractor(s) for the construction or development of the Housing Project, in writing or otherwise, in a call for bids or otherwise, that the work to be covered by this Agreement is not a "public work," as defined in Section 1720 of the Labor Code.

Developer shall indemnify, protect, defend and hold harmless the City and its officers, employees, contractors and agents, with counsel reasonably acceptable to the City, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorney's fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the Housing Project, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Developer to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the Housing Project, including, without limitation, any and all public works (as defined by applicable law), Developer shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section 311, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing

indemnity shall survive termination of this Agreement and shall continue after completion of the development of the Housing Project by the Developer.

310. **Employment Opportunities.** The City has a substantial interest in encouraging employment opportunities within the City, therefore the Developer shall use its reasonable business efforts to hire construction contractors and workers that reside in the City of Placentia.

400. FINANCING OF THE DEVELOPMENT OF THE HOUSING PROJECT AND DEVELOPMENT FEES.

401. **Development Fees.** The payment of Development Fees associated with the construction of the Housing Project, including land use approvals, development fees, building permits, development project mitigation fees, etc., shall be limited to those Development Fees shown on Attachment No. 6 attached hereto. Notwithstanding the foregoing, Developer understands and agrees that changes in state or federal laws that specifically mandate and require the imposition of new or increased fees pursuant to the terms and conditions of such changes in state or federal laws, shall be paid by Developer. This Agreement serves as notice to Developer under California Government Code Section 66020(d) that the 90-day period in which the Developer may protest the imposition of the fees set forth in Attachment No. 6 begins on the Effective Date of this Agreement.

402. **Development Project Mitigation Fee Loan and Deferral.** The City hereby agrees to loan to the Developer a principal amount not to exceed the sum of Four Hundred Fifty Thousand Dollars (\$450,000) so that the Developer can meet its Development Project Mitigation Fee obligations. To effectuate the loan, the City shall assess Development Project Mitigation Fees in an amount set forth in Attachment No. 6 on the Housing Project; and thereafter the City shall collect said fees pursuant to the Development Project Mitigation Fee Loan Note.

403. **Repayment of the Development Project Mitigation Fee Loan Note.** The obligation of the Developer to repay the Development Project Mitigation Fee Loan shall be evidenced by the Development Project Mitigated Fee Loan Note as set forth substantially in the form of Attachment No. 7. The Development Project Mitigated Fee Loan Note shall be for a term of fifty-five (55) years from the date of the issuance of a certificate of occupancy for the Housing Project and shall bear two-percent (2%) simple interest. The Development Project Mitigation Fee Loan Promissory Note shall be payable from fifty percent (50%) of the Residual Receipts of the Housing Project (to be shared pro-rata with other Housing Project lenders whose loans are payable from Residual Receipts), until the Development Project Mitigation Fee Loan Note has been paid in full. The Development Project Mitigation Fee Loan Note shall be non-recourse to the Developer.

404. **Security for Development Project Mitigation Fee Loan.** The Development Project Mitigation Fee Loan Note shall be secured by the Development Project Mitigation Fee Loan Deed of Trust substantially in the form of Attachment No. 8.

405. **Subordination.** The Development Project Mitigation Fee Loan Deed of Trust shall be made subordinate to the deed of trust for the acquisition, construction and permanent financing for the Housing Project, and to other private financing obtained by the Developer for the Housing Project, and shall be on parity with the deeds of trust securing other financing for the Housing Project which is payable from Residual Receipts and payable pro rata from Residual Receipts of the Housing Project.

406. **Assumption.** The Development Project Mitigation Fee Loan Note shall be assumable by successors and assigns of Developer approved or permitted pursuant to Section 705 hereof.

407. **Required Submissions.** Prior to the commencement of construction of the Housing Project, Developer shall submit the following documents to the City as evidence of financing for the Housing Project:

(a) a copy of a legally binding, firm and enforceable loan commitment(s) or approval(s) obtained by the Developer from unrelated financial institutions for the mortgage loan or loans for construction and permanent financing, subject to such lenders' reasonable, customary and normal conditions and terms,

(b) the Tax Credit Limited Partnership Agreement or binding funding commitment letter from the equity investors in the Housing Project which demonstrates that Developer has sufficient funds for such construction, and that such funds have been committed to such construction, and a current financial statement of Developer and Developer's other sources of equity capital, and

(c) other documentation reasonably satisfactory to City as evidence of other sources of capital, all of which together are sufficient to demonstrate that the Developer has adequate funds, together with the proceeds of any other financing to construct and complete the Housing Project.

408. **Holder Performance of Development of the Housing Project.** The holder of any mortgage or deed of trust for construction financing authorized by this Agreement shall not be obligated by the provisions of this Agreement to develop the Housing Project or any portion thereof, or to guarantee such construction or completion; nor shall any covenant or any other provision in this Agreement be construed so to obligate such holder.

409. **Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure.** Whenever City may deliver any notice or demand to Developer with respect to any breach or default by the Developer hereunder or under any other document executed pursuant to this Agreement, City shall at the same time deliver to each holder of record of any mortgage or deed of trust authorized by this Agreement a copy of such notice or demand. Each such holder shall (insofar as the rights granted by City are concerned) have the right, but not the obligation, at its option, within sixty (60) days after the receipt of the notice, to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Nothing contained in this Agreement shall be deemed to permit or authorize any construction lender to undertake or continue the construction or completion of the development of the Housing Project, or any portion thereof (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed Developer's obligations to City by written agreement reasonably satisfactory to City. The construction lender, in that event, must agree to complete, or cause to be completed by a party which is reasonably acceptable to the City, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates. It is understood that a construction lender or its assignee shall be deemed to have satisfied the sixty (60) day time limit set forth above for commencing to cure or remedy a Developer default which requires title and/or possession of the Housing Project (or portion thereof), if and to the extent any such holder or its assignee has within such sixty (60) day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and cures or remedies the default.

410. **Failure of Holder to Complete Housing Project Development.** In any case where, ninety (90) days after the holder of any construction loan mortgage or deed of trust

creating a lien or encumbrance upon the Housing Project or any part thereof receives a notice from City of a default by Developer in completion of construction of any of the development under this Agreement, and such holder has not exercised the option to perform the development or cause the development to be performed as set forth in Section 409, or if it has exercised the option but has defaulted hereunder and failed to timely cure such default, City may purchase the mortgage or deed of trust by payment to the holder of the amount of the unpaid construction loan mortgage or deed of trust debt, including principal and interest and all other sums secured by the mortgage or deed of trust upon terms agreed upon by the City and the holder.

410. State TCAC Application for Affordable Rental Tax Credit Allocation to the Project. The Developer hereby agrees to exercise its best effort to cause State TCAC to consider and approve an application for a reservation of affordable rental tax credits for the Housing Project in accordance with the application as guidelines of State TCAC.

411. Project Audit and Accounting.

(a) The Developer shall provide the City with annual financing statements of its operations with respect its ownership and operation of the Housing Project, promptly following the end of each Housing Project Accounting Year, but in any event no later than one hundred twenty (120) days after the conclusion of each Housing Project Accounting Year , beginning the year after the completion of construction of the Housing Project. Upon reasonable notice and advance request by the City, shall make available for inspection at the office of the City all updated financial information of the Developer for the confidential inspection by either a financial consultant to the City or a certified public accountant retained by the City to review such information. Such financial information shall be made available on a confidential basis. No financial information of the Developer shall be disclosed by the City or its consultants to third persons, other than such consultants of the City shall be permitted to comment to the City that the financial condition of the Developer has remained the same, improved or deteriorated from that as shown in previously reviewed by the Developer financial information. The City shall use all reasonable efforts to protect the confidentiality of the Developer's financial information, subject to disclosures required by applicable law.

(b) The City shall have the right at reasonable times to conduct its independent audit of the financial statements, or any component thereof, of the Developer as to those matters set forth in Section 411 above at its sole cost and expense. Each party shall reasonably cooperate with the other party during the conduct of any such audit. Notwithstanding the foregoing, the City shall have no right to inspect particular portions of books and/or records for the Developer which the Developer reasonably asserts a claim of attorney/client communications or other attorney work product.

412. Certificate of Estoppel. No later than thirty (30) days after the request of Developer or any holder of a mortgage deed of trust, City shall, from time to time and upon the request of Developer or such holder, execute and deliver to Developer or such holder a written statement of City that no default or breach exists (or would exist with the passage of time, or giving of notice or both) by Developer under this Agreement, if such be the determination of the City, and certifying as to whether or not Developer has at the date of such certification complied with any obligation of Developer hereunder as to which holder may require. The form of any estoppel letter shall be prepared by the holder or Developer and shall be at no cost to City. City Administrator shall have the authority to execute any estoppel letter requested hereunder.

500. OPERATION OF HOUSING

501. Regulatory Restrictions. The Developer shall comply with the use and occupancy restrictions imposed on the Project by State TCAC and any other project lenders or investors for the Affordability Period.

600. DEFAULT AND REMEDIES

601. **Events of Default.** An "Event of Default" shall occur under this Agreement when there shall be a material breach of any condition, covenant, warranty, promise or representation contained in this Agreement and such breach shall continue for a period of thirty (30) days after written notice thereof to the defaulting party without the defaulting party curing such breach, or if such breach cannot reasonably be cured within such thirty (30) day period, commencing the cure of such breach within such thirty (30) day period and thereafter diligently proceeding to cure such breach as soon as reasonably possible, but in no event later than ninety days from the date of the original written notice. However, if a different period or notice requirement is specified for any particular breach under any other paragraph of this Agreement, the specific provision shall control.

602. **Remedies.** The occurrence of any Event of Default shall give the non-defaulting party the right to proceed with any and all remedies set forth in this Agreement and/or the documents executed pursuant to this Agreement, including an action for damages, an action or proceeding at law or in equity to require the defaulting party to perform its obligations and covenants under this Agreement and/or the documents executed pursuant to this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement and/or the documents executed pursuant to this Agreement, and the right to terminate this Agreement. In addition, the occurrence of any Event of Default by Developer will relieve the City of any obligation to perform hereunder.

603. Force Majeure.

(a) In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, or considered to be a default, where delays or defaults are due to force majeure events beyond the control of such party, including, without limitation, war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, government imposed moratorium legislation, freight embargoes, lack of transportation, weather-caused delays, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplier, that are not attributable to the fault of the party claiming an extension of time, that suspends the comment of construction of the Housing Project, or, if after such construction is commenced, suspends the prosecution of the work of improvement of the Housing Project. An extension of time for any such force majeure cause shall be for the period of the enforced delay and shall commence to run from the date of occurrence of the delay; provided, however, that the party claiming the existence of the delay first provides the other party with written notice of the occurrence of the delay, within ten (10) days of the commencement of such occurrence of a force majeure event and, thereafter, takes prompt and reasonable action within its control to restore, reconstruct, or rebuild any damage to the Housing Project caused by such force majeure event and resume regular business operation.

(b) The inability of the Developer to obtain the construction loan or later the permanent loan, or the failure of the City to provide any necessary approval relating to the development of the Housing Project or the inability of the Developer to satisfy any other condition of this Agreement relating to the design, financing or development of the Housing Project on the Site, shall not be deemed to be a force majeure event or otherwise provide grounds for the assertion of the existence of a forced delay under this Section 603. The parties each expressly acknowledge and agree that changes in either general economic conditions or changes in the economic assumptions of either of them that provided a basis for entering into this Agreement occurring at any time after the execution of this Agreement, are not force majeure events and do not provide either party with grounds for asserting the existence of a forced delay in the performance of any covenant or undertaking arising under this Agreement. Each party expressly assumes the risk that changes in general economic conditions or changes in their

economic assumptions could impose an inconvenience or hardship on the continued performance by such party under this Agreement and that such inconvenience or hardship is not a force majeure event and does not excuse the performance by such party of its obligations under this Agreement.

604. **Termination by City.** In the event that City is not in Default under this Agreement, and:

(a) Developer is otherwise in default of this Agreement and fails to cure such default within the time set forth in Section 601 hereof; then this Agreement and any rights of Developer or any assignee or transferee with respect to or arising out of this Agreement shall, at the option of City, be terminated by City by written notice thereof to Developer. From the date of the written notice of termination of this Agreement by City to Developer and thereafter this Agreement shall be deemed terminated, and there shall be no further rights or obligations between the parties, except that if the Developer is in default hereunder the City, after delivery of notice and expiration of the cure period provided in Section 601 hereof, may pursue any remedies it has at law or equity.

605. **Termination by the Developer.** In the event that the Developer is not in Default under this Agreement and

(a) Developer has not received all financing necessary for the construction of then Housing Project; and any such failure is not cured within the applicable time period after written demand by the Developer, then this Agreement may, at the option of the Developer, be terminated by Notice thereof to City. From the date of the Notice of termination of this Agreement to City and thereafter, this Agreement shall be deemed terminated and there shall be no further rights or obligations between the parties, except that if the City is in default hereunder the Developer, after delivery of notice and expiration of the cure period provided in Section 601 hereof, may pursue any remedies it has at law or equity.

606. **Attorneys' Fees.** In addition to any other remedies provided hereunder or available pursuant to law, if either party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder or under any of the documents executed pursuant to this Agreement, the prevailing party shall be entitled to recover from the other party its costs of suit, including without limitation expert witness fees, and reasonable attorneys' fees.

607. **Remedies Cumulative.** No right, power, or remedy given to the City by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the City by the terms of any such instrument, or by any statute or otherwise against Developer and any other person.

608. **Waiver of Terms and Conditions.** The City may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

700. GENERAL PROVISIONS

701. **Time.** Time is of the essence in this Agreement.

702. **Notices.** Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable business document delivery service such as Federal Express that provides a receipt showing date and time

of delivery, (iii) by email and confirmed within five (5) days following the date of such email by United States First Class Mail, postage prepaid, return receipt requested or (iv) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, with each such Notice addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice:

Developer: Mercy Housing California
1500 S. Grand Avenue, Suite 100
Los Angeles, California 90015
Attention: Ed Holder, Vice President
Email: eholder@mercyhousing.org

City: City of Placentia
401 East Chapman
Placentia, California 92870
Attention: Damien R. Arrula, City Administrator
Email: darrula@placentia.org

Such addresses may be changed by giving prior written notice to the other party in the same manner as provided above.

703. **Representations and Warranties of Developer.** Developer hereby represents and warrants to the City as follows:

(a) **Organization.** Developer is a nonprofit public benefit corporation validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

(b) **Authority of Developer.** Developer has full power and authority to execute and deliver this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) **No Conflict.** The Developer's execution, delivery and performance of its obligations set forth in this Agreement will not constitute a default or a breach under any contract, agreement or order to which the Developer is a party or by which it is bound.

(d) **Pending Proceedings.** Developer is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the Actual Knowledge of Developer, threatened against or affecting Developer or the Housing Project, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Developer, materially affect Developer's ability to perform its obligations hereunder.

704. **City Representations.** The City represents and warrants to the Developer as follows:

(a) **City.** The City is a public body, corporate and politic, which has been authorized to transact business pursuant to action of the City. The execution, performance and delivery of this Agreement by the City has been fully authorized by all requisite actions on the part of the City.

(b) **FIRPTA.** The City is not a "foreign person" within the parameters of FIRPTA or any similar state statute, or is exempt from the provisions of FIRPTA or any similar

state statute, or the City has complied and will comply with all the requirements under FIRPTA or any similar state statute.

(c) **No Conflict.** The City's execution, delivery and performance of its obligations set forth in this Agreement will not constitute a default or a breach under any contract, agreement or order to which the City is a party or by which it is bound.

(d) **No Litigation.** To the City's Actual Knowledge, there is no threatened or pending litigation against the City challenging the validity of this Agreement or any of the actions proposed to be undertaken by the City or Developer pursuant to this Agreement. "Actual knowledge," as used herein, shall not impose a duty of investigation, and shall be limited to the actual knowledge of the City's employees and agents who have participated in the preparation of this Agreement.

705. **Limitation Upon Change in Ownership, Management and Control of the Developer**

(a) **Prohibition.** The identity and qualifications of Developer as an experienced and successful redeveloper and operator of rental housing developments are of particular concern to the City. It is because of this identity and these qualifications that the City has entered into this Agreement with the Developer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement by assignment or otherwise, nor shall Developer make any total or partial sale, transfer, conveyance, encumbrance to secure financing, assignment or lease of the whole or any part of the Housing Project without the prior written approval of the City pursuant to Subparagraph (c) hereof, except as expressly set forth herein, which approval shall not be unreasonably withheld.

(b) **Permitted Transfers.** Notwithstanding any other provision of this Agreement to the contrary and provided that the Developer is not then in material default, City approval of an assignment or transfer of this Agreement, the City Financing Documents, or any part thereof pursuant to subparagraph (c) of this Section 705, shall not be required (except to the extent of an assumption agreement described in (iii), below) in connection with any of the following (the "Permitted Transfers"):

(i) The lease of Housing Units to qualified tenants.

(ii) Assignment for financing purposes.

(iii) Transfer of this Agreement and/or the Housing Project to an entity in which Developer owns not less than fifty percent (50%) of the beneficial interest in the Housing Project, and is under the management and control of the Developer, and the transferee entity executes an agreement reasonably acceptable to the City assuming all of the obligations under this Agreement.

(iv) Transfer of this Agreement and the Housing Project to a limited partnership in which Mercy Housing California or an affiliated entity is a general partner, with tax credit investors owning the remainder of the limited partnership.

(v) Transfer of partnership interests in the Developer's limited partnership to the nonprofit general partner at the end of the fifteen-year Low Income Housing Tax Credits initial compliance period.

In the event of a Permitted Transfer by Developer, Developer nevertheless agrees that at least thirty (30) days prior to such a Permitted Transfer it shall give written notice to City of such assignment or transfer.

(c) **City Consideration of Requested Transfer.** The City agrees that it will not unreasonably withhold approval of a request made pursuant to this Section 705, provided (a) the Developer is not then in material default and delivers written notice to the City requesting such approval, and (b) the proposed assignee or transferee possesses comparable operational experience and capability, and comparable net worth and resources, as the proposed transferor or assignor, and (c) the assignee or transferee assumes the obligations of the Developer under this Agreement in a form which is reasonably acceptable to the City. Such notice shall be accompanied by evidence regarding the proposed assignee's or purchaser's qualifications and experience and its financial commitments and resources sufficient to enable the City to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 705(c) and other criteria as reasonably determined by the City. The City shall approve or disapprove the request within thirty (30) days of its receipt of the Developer's notice and all information and materials required herein.

(d) **Successors and Assigns.** This Agreement shall run with the land, and all of the terms, covenants and conditions of this Agreement shall be binding upon the Developer and the permitted successors and assigns of the Developer. Whenever the term "Developer" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

706. **Non-Liability of Officials and Employees of City.** No member, official or employee of City or the City shall be personally liable to Developer or any successor in interest, in the event of any Default or breach by City or for any amount which may become due to Developer or its successors, or on any obligations under the terms of this Agreement.

707. **Relationship By and Between City and Developer.** It is hereby acknowledged that the relationship between City and Developer is not that of a partnership or joint venture and that City and Developer shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Housing Project.

708. **City Approvals and Actions.** The City shall implement this Agreement through the City Administrator (or his duly authorized representative). The City Administrator shall have the authority make approvals, issue interpretations, waive provisions, make and execute further agreements and/or enter into amendments of this Agreement on behalf of the City so long as such actions do not materially or substantially change the uses or development permitted on the Site, or materially or substantially add to the costs incurred or to be incurred by the City as specified herein, and such interpretations, waivers and/or amendments may include extensions of time to perform as specified in the Schedule of Performance. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council. Developer acknowledges and agrees that the City is not obligated to grant any or all of such approvals and the granting of any such approvals with respect to the Housing Project is subject to the approval process and procedures established by the City, but that the City is merely agreeing to promptly and expeditiously process for approval entitlements and permits. Moreover, nothing herein shall be construed as a waiver of the City's right to defend, to the fullest extent of the law, its use of discretionary authority and executive powers.

709. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

710. **Integration.** This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written are merged in this

Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. This Agreement includes Attachment Nos. 1 through 9, which together with the Agreement constitute the entire understanding and agreement of the parties, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

711. **Titles and Captions.** Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. Reference to section numbers are to sections in this Agreement, unless expressly stated otherwise.

712. **Interpretation.** As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both parties.

713. **No Waiver.** A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

714. **Modifications.** Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

715. **Severability.** If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

716. **Computation of Time.** The time in which any act is to be done under this Agreement is computed by excluding the first day and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

717. **Legal Advice.** Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

718. **Time of Essence.** Time is expressly made of the essence with respect to the performance by City and Developer of each and every obligation and condition of this Agreement.

719. **Cooperation.** Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

720. **Conflicts of Interest.** No member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

721. **Covenants Running with the Land.** Except as otherwise more specifically provided in this Agreement, this Agreement and all of its provisions, rights, powers, standards, terms, covenants and obligations, shall be binding upon the Parties and their respective successors (by merger, consolidation, or otherwise) and assigns, and all other persons or entities acquiring the Property, or any interest therein or portion thereof, and shall inure to the benefit of the Parties and their respective successors and assigns, as provided in Government Code Section 65868.5.

722. **Recordation of Agreement.** Pursuant to California Government Code Section 65868.5, no later than ten (10) days after the Effective Date of this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of the County of Orange. Thereafter, if this Agreement is terminated, modified or amended, the City Clerk shall record notice of such action in the Official Records of the County of Orange.

723. **California Law; Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. The exclusive venue for any disputes or legal actions shall be the Superior Court of California in and for the County of Orange, except for actions that include claims in which the Federal District Court for the Northern District of the State of California has original jurisdiction, in which case the Central District of the State of California shall be the proper venue.

724. **No Third Party Beneficiaries.** City and Developer hereby renounce the existence of any third party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status.

725. **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developer and City and that all necessary board of directors', shareholders', partners', city councils' or other approvals have been obtained.

726. **Further Actions and Instruments.** Each Party to this Agreement shall cooperate with and provide reasonable assistance to the other Party and take all actions necessary to ensure that the Parties receive the benefits of this Agreement, subject to satisfaction of the conditions of this Development Agreement. Upon the request of any Party, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement.

727. **List of Attachments.** The following is an identification of the various attachments to this Agreement. Each attachment is hereby incorporated into the text of this Agreement by this reference:

Attachment No. 1	Legal Description of the Site
Attachment No. 2	Site Map
Attachment No. 3	Schedule of Performance
Attachment No. 4	Scope of Development
Attachment No. 5	OMITTED
Attachment No. 6	Development Fees
Attachment No. 7	Development Project Mitigation Fee Loan Note
Attachment No. 8	Development Project Mitigation Fee Loan Deed of Trust

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as evidenced by the signatures of the authorized members or officers of each of them which appear below.

DEVELOPER

MERCY HOUSING CALIFORNIA, a California nonprofit public benefit corporation

Date: _____

By: _____
Ed Holder
Vice President

CITY

CITY OF PLACENTIA, a California charter city and municipal corporation

Date: _____

By: _____
Damien R. Arrula
City Administrator

APPROVED AS TO FORM:

EFFECTIVE DATE IS:

By: _____
Christian L. Bettenhausen
City Attorney

Date: _____

ATTACHMENT NO. 1

LEGAL DESCRIPTION OF THE SITE

All that certain real property situated in the County of Orange, State of California, described as follows:

Parcel A:

A portion of Lot 4, in Block 35 of "Yorba Linda Tract", in the City of Placentia, County of Orange, State of California, as shown on a Map recorded in Book 5, Pages 17 and 18 of Miscellaneous Maps, records of Orange County, California more particularly described as follows:

Beginning at a point in the West line of said Lot 4, which said Lot is distant Northerly, measured along said West line, 248.77 feet from the Southwest corner of said Lot 4, and running;
Thence from said Point of Beginning, Easterly parallel with the South line of said Lot 4, 123.81 feet to a point;
Thence Northerly parallel with the East line of said Lot 4, 283.90 feet to a point in the Northerly line of said 4;
Thence Westerly along said Northerly line 122.94 feet to the Northeast corner of said Lot 4;
Thence Southerly along the West line of Lot 4, 300.79 feet to the point of beginning.

EXCEPTING THEREFROM that portion described in Deed to the Orange County Flood Control recorded December 17, 1962 recorded in Book 6361, Page 450 of Official Records of said Orange County.

Except therefrom that portion of said land as condemned by the Orange County Transportation Authority, a public agency as set forth and described in that certain document recorded May 19, 2014 as Instrument No. 2014000193187 of Official Records.

Parcel B1:

A strip of Land 65.00 feet wide in Lot 3, Block 36 of the Yorba Linda Tract, in the City of Yorba Linda, County of Orange, State of California, per Map recorded in Book 5, Pages 17 and 18 of miscellaneous Maps in the Office of the County recorder of said County, said strip lying 28.00 feet Northerly and 37.00 feet Southerly of the following described line:

Beginning at a point on the centerline of fee Ana Street distant South $0^{\circ}23'34''$ East, 323.72 feet from the intersection of said centerline with the centerline of Orangethorpe Avenue;
Thence North $89^{\circ}37'35''$ East, 61.00 feet to the beginning of a tangent curve, concave Southerly and having a radius of 500.00 feet;
Thence Easterly 132.18 feet along said curve through a central angle of $15^{\circ}08'48''$;
Thence tangent to said curve South $75^{\circ}13'37''$ East, 912.31 feet to the beginning of a tangent curve, concave Northerly and having a radius of 1000.00 feet;
Thence Easterly 126.29 feet along said curve through a central angle of $7^{\circ}14'09''$;
Thence tangent to said curve South $82^{\circ}27'46''$ East, 312.63 feet to a point on the centerline of Taylor Street distant South $0^{\circ}48'16''$ East, 413.51 feet from the intersection of said centerline with the centerline of said Orangethorpe Avenue as said centerline is located Easterly of said centerline of Taylor Street.

Except that portion thereof as described in the deed to Elmer de Los Reyes et. Ux., recorded September 12, 1950 in Book 2070, Page 205 of Official Records in the Office of said County recorder.

Excepting therefrom all minerals, gas, oil, petroleum, naphtha and other hydrocarbon substances below the depth of 500 feet from the surface of the above-described property, subject to the express limitation that the foregoing reservation shall in no way be interpreted to include any right of entry in and upon the surface of the above-described property, or the first 500 feet of the subsurface thereof, as set forth in grant deed recorded May 23, 1963 in Book 6559, Page 709 of Official Records.

Parcel B2:

That portion of Lot 3, Block 36 of the Yorba Linda Tract, in the County of orange, State of California, per Map recorded in Book 5, Pages 17 and 18 of miscellaneous Maps in the Office of the County recorder of said County, that lies Northerly of a line which is Northerly 28.00 feet from and parallel and concentric with the following described line:

Beginning at a point on the centerline of Fee Ana Street distant South $0^{\circ}23'34''$ East, 323.72 feet from the intersection of said centerline with the centerline of Orangethorpe Avenue;

Thence North $89^{\circ}37'35''$ East 61.00 feet to the beginning of a tangent curve, concave Southerly and having a radius of 500.00 feet;

Thence Easterly 132.18 feet along said curve through a central angle of $15^{\circ}08'48''$;

Thence tangent to said curve South $75^{\circ}13'37''$ East, 912.31 feet to the beginning of a tangent curve, concave Northerly and having a radius of 1000.00 feet;

Thence Easterly 126.29 feet along said curve through a central angle of $7^{\circ}14'09''$;

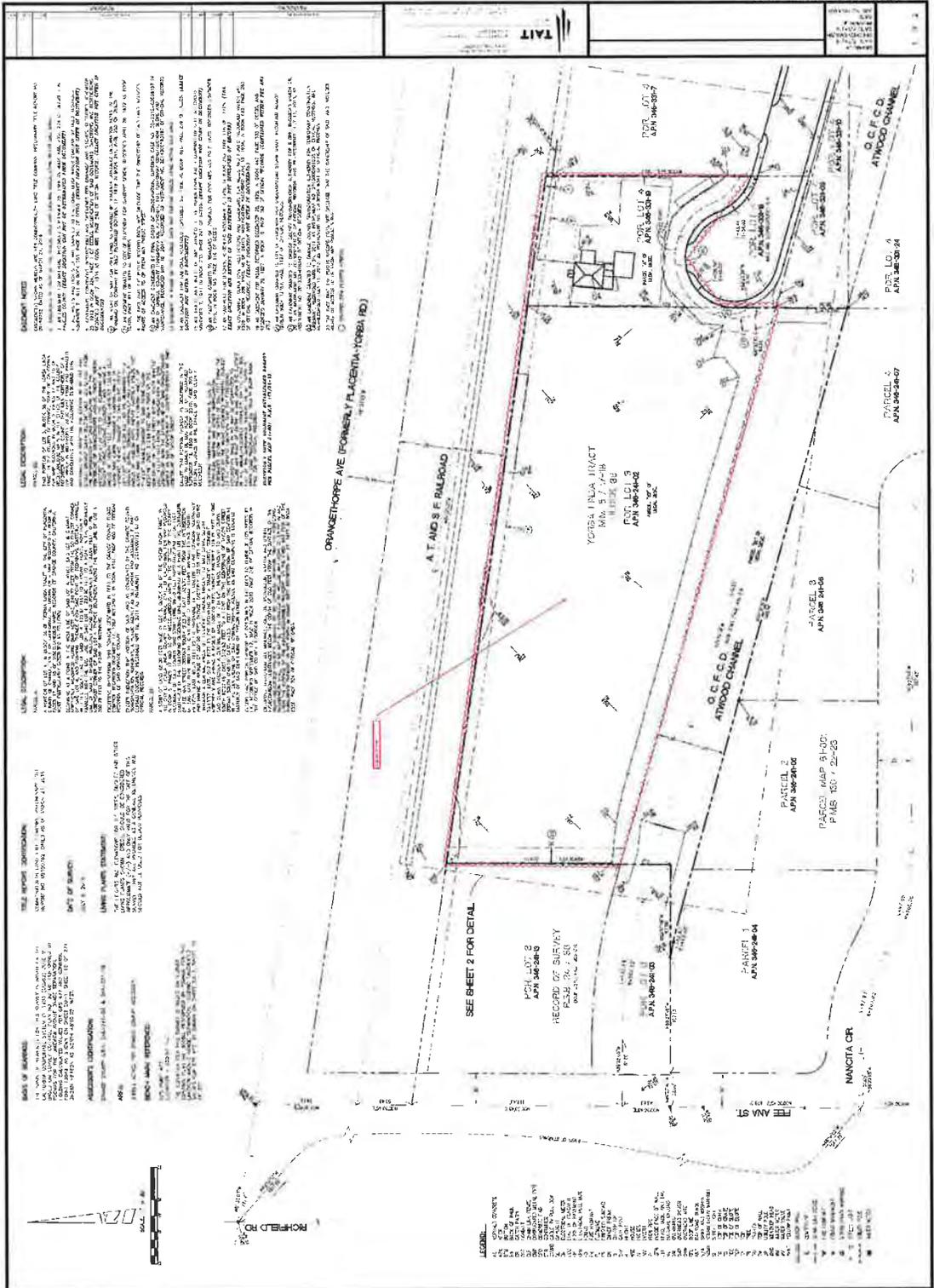
Thence tangent to said curve South $82^{\circ}27'46''$ East, 312.63 feet to a point on the centerline of Taylor Street distant South $0^{\circ}48'16''$ East, 413.51 feet from the intersection of said centerline with the centerline of said Orangethorpe Avenue as said centerline is located Easterly of said centerline of Taylor Street.

Except that portion thereof as described in the deed to Elmer de los Reyes Et. Ut., recorded September 12, 1950 in Book 2070, Page 205 of official records in the Office of said County recorder.

Excepting therefrom all minerals, gas, oil, petroleum, naphtha and other hydrocarbon substances below the depth of 500 feet from the surface of the above-described property, subject to the express limitation that the foregoing reservation shall in no way be interpreted to include any right of entry in and upon the surface of the above-described property, or the first 500 feet of the subsurface thereof, as set forth in grant deed recorded May 23, 1963 in Book 6559, Page 709 of official records.

ATTACHMENT NO. 2

SITE MAP



ATTACHMENT NO. 3

[OMITTED]

ATTACHMENT NO. 4

SCHEDULE OF PERFORMANCE

Site Control – Execute Ground Lease Option with Orange County	Completed
Submit Financing Application – Orange County e CEQA Initial Study	Completed Completed
City Approval – Mitigated Negative Declaration	Completed
City Approval – General Plan Amendment & Zone Change	January 2016
Submit Financing Application – CA HCD VHHP	Spring 2017
Obtain Financing Award – Orange County Capital Funds	March 2017
Obtain Financing Award – Orange County Sec. 8 VASH	March 2017
Obtain Financing Award – CA HCD VHHP	June 2017
Submit Tax Credit Application – 2017 Program Year Round 2 Tax Credit Award Construction Start Date	July 2017 September 2017 March 2018
If anticipated award dates for the required land use, loan programs, or tax credit awards are not achieved then extensions will be necessary. Alternative future tax credit application cycles may include the following:	
Submit Tax Credit Application – 2018 Program Year Round 1 Tax Credit Award Construction Start Date	March 2018 June 2018 December 2018
Submit Tax Credit Application – 2018 Program Year Round 2 Tax Credit Award Construction Start Date	July 2018 September 2018 March 2019
Orange County Ground Lease Option Expires	April 2019
Construction Completion	Within 18 Months After Construction Start
Achieve Full Occupancy	Within 6 Months After Construction Completion
Fund Permanent Loans	Within 6 Months After Full Occupancy

ATTACHMENT NO. 5
SCOPE OF DEVELOPMENT

The Housing Project is a mixed population affordable housing development that will consist of approximately forty-nine (49) apartments that will serve Homeless Veterans and low-income Veteran households and one (1) manager's apartment, along with associated parking, offices, outdoor space, and common area necessary to serve the resident population. Twenty-four (24) Housing units will be subject to the rental affordability restrictions of the City under the City Regulatory Agreement.

The Housing Project is located on two separate parcels situated at the western terminus of Orangeview Avenue. It is designed to best utilize the long narrow parcel by orienting the building to the south and situating surface parking to the north as a buffer from the adjacent railroad right of way. Distinct massing, a mixture of textures and colors, and drought tolerant native landscaping create a unique identity, pleasing rhythm and welcoming exterior. Sustainability and safety are achieved through thoughtful selection of systems and materials.

The Housing Project housing project has a mix of 45 one-bedroom units and 5 two-bedroom units (including one utilized by the on-site management employee.) It includes a leasing office, offices for services staff, centrally-located laundry room, bicycle parking, a large community room, outdoor lounge seating, and a community garden plot. Surface parking for 52 vehicles will be provided. The design consists of one three-story building with an overall height that will not exceed thirty (30) feet.

ATTACHMENT NO. 6

“DEVELOPMENT FEES”

The present estimate of Development Fees is described below. The final amounts of such fees may vary and will be based on fee schedules in effect at the time of final Project approvals. It is the City’s intent to establish the amount of the Development Project Mitigation Fee Loan to fully offset the final amount of all Development Fees, not to exceed \$450,000.

*Multi-Family Affordable Rental Housing Program
OC Community Services
April 2010*

IMPACT FEES	DESCRIPTION OF FEES	AMOUNT REQUESTED	Do Not Write in this Area
PUBLIC WORKS FEE			
SCHOOL FEES	\$3.36 PER SQ. FT. OF LIVING SPACE	173,981	
PARKS & RECREATION FEES	\$3,682.00 PER UNIT (CITY CONTROLLED FEE, INCLUDED IN WAIVER/DEFERRAL)	184,100	
SEWER & SANITATION FEES	\$2,081.00 PER ACRE \$1793.00 (1 BDRM \$2509 (2 BDRM)	99,015	
WATER FEES			
LAW ENFORCEMENT FACILITIES			
FIRE FACILITIES	\$500 PER UNIT	25,000	
LIBRARY FACILITIES	\$1,118.00 PER UNIT	55,900	
DRAINAGE FEES	\$5,056.00 PER ACRE	14,056	
STREET FEES	\$6,521 PER ACRE (CITY CONTROLLED FEE, INCLUDED IN WAIVER/DEFERRAL)	18,128	
POLICE DEPARTMENT FEES	\$3,425.00 PUBLIC SAFETY MITIGATION FEE BASED ON HQT SCHANER RANCH DA (CITY CONTROLLED FEE, INCLUDED IN WAIVER/DEFERRAL)	3,425	
FIRE DEPARTMENT FEES			
OTHER FEES			
OTHER FEES			
TOTAL FEES*		573,605	
Total City Controlled Fees (waiver/deferral)		305,653	

*Place this total in Exhibit 4.03 Development Pro forma: Costs

ATTACHMENT NO. 7

**PROMISSORY NOTE
(Development Project Mitigation Fee Loan)**

[Not to Exceed}

\$450,000

_____, 201_

Placentia, California

FOR VALUE RECEIVED, _____ (the "Borrower"), promises to pay to the **PLACENTIA HOUSING CITY**, a public body, corporate and politic (the "City"), or order, at the City's office at 401 E. Chapman, Placentia, California 92870, or such other place as the City may designate in writing, the sum [not to exceed] of Four Hundred Fifty Thousand Dollars (\$450,000) (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. Agreement. This Promissory Note (the "Note") is given in accordance with that certain Development Agreement executed by the City and Borrower, dated as of _____ (the "Agreement"). The rights and obligations of the Borrower and the City under this Note shall be governed by the Agreement and by the additional terms set forth in this Note. In the event of any inconsistencies between the terms of this Note and the terms of the Agreement or any other document related to the Note Amount, the terms of this Note shall prevail.

2. Interest. The Note Amount shall bear simple interest at a rate of two percent (2%) per annum.

3. Repayment of Note Amount. The Note Amount shall be paid by the Borrower's annual payment to the City of an amount equal to Fifty Percent (50%) of the Residual Receipts (as defined below) from operation of the Housing Project (as defined in the Agreement), as determined by a residual receipts calculation from the operation of the Housing Project the preceding calendar year. Annual Residual Receipts payments shall be made by the Borrower by cashier's check and shall be delivered on or before ninety (90) days after the end of the Developer's fiscal year, of each year during the term of this Note first following the date the Housing Project is placed in service, until the Note Amount and all unpaid interest thereon has been repaid in full. Any remaining portion of the Note Amount shall be due and payable on the fifty-fifth (55th) anniversary of the date of this Note. Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth in Section 12 hereof.

As used herein, "Annual Project Revenue" shall mean all gross income and all revenues of any kind from the Housing Project in a calendar year, including without limitation, Housing Project rents, Section 8 housing assistance payments, if any, late charges, vending machine income, and any other revenues of whatever kind or nature from the Housing Project, except that interest on security deposits and required reserves shall not be considered Annual Project Revenue.

As used herein, "Debt Service" means regularly scheduled payments of principal and interest made in a calendar year pursuant to the financing approved pursuant to the Agreement which is obtained for the acquisition and ownership of the Housing Project, which is senior in lien priority to the City Loan, including without limitation general partner loans, but excluding payments made pursuant to this Note.

As used herein, "Deferred Developer Fees" shall mean any deferred developer fee allowable under the financing for the Housing Project.

As used herein, "Operating Expenses" shall mean actual, reasonable and customary (for comparable high quality rental housing developments in Orange County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance and management of the Housing Project in a calendar year, including: painting, cleaning, repairs, alterations, landscaping, utilities, refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings which are not paid from the Capital Replacement Reserve, fees and expenses of property management, costs of resident services and programs, fees and expenses of accountants, attorneys and other professionals, and other actual, reasonable and customary operating costs and capital costs which are directly incurred and paid by the Borrower, but which are not paid from the Operating Reserve or other reserve accounts. The Operating Expenses shall not in any event include expenses not related to the Housing Project's operations, including without limitation, depreciation, amortization, and accrued principal and interest expense on deferred payment debt.

As used herein, "Reserve Deposits" shall mean and payments to the Capital Replacement Reserve account and the Operating Reserve account.

As used herein, "Residual Receipts" shall mean Annual Project Revenue less the sum of (i) Operating Expenses, (ii) Debt Service, (iii) Reserve Deposits, (iv) Deferred Developer Fees, (v) a partnership management fee to the managing general partner of Developer, and/or a general partner asset management fee payable to one or more of the general partners of the Developer, and/or a limited partner asset management fee payable to one or more of the limited partners of Developer, and an annual audit fee, in such amounts which are reasonably approved by the City, for each calendar year, and/or such other fees as provided in the Tax Credit Limited Partnership Agreement, subject to the City's reasonable approval; provided, however, that if such calculation results in a negative number, Residual Receipts shall be zero for that year.

On or before ninety (90) days after the end of the Developer's fiscal year [is the timing ok?], of each year commencing in the year of the issuance of a certificate of occupancy for the Housing Project, the Borrower shall annually provide the City a residual receipts report which shall describe in detail the Annual Project Revenue, Debt Service, Operating Expenses, Reserve Deposits, Asset Management Fees, Deferred Developer Fees, and Residual Receipts for that year. The Borrower shall also submit to the City, on or before ninety (90) days after the end of the Developer's fiscal year, of each year commencing in the year of the issuance of a certificate of occupancy for the Housing Project, annual financial statements with respect to the Housing Project that have been reviewed by an independent certified public accountant, together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles.

4. Security. This Note is secured by a Deed of Trust (the "Deed of Trust") dated as of the same date as this Note.

5. Waivers

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the City's sole discretion and that the City may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the City with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

d. Borrower waives presentment, demand, notice of protest and nonpayment, notice of default or delinquency, notice of acceleration, notice of costs, expenses or leases or interest thereon, notice of dishonor, diligence in collection or in proceeding against any of the rights of interests in or to properties securing of this Note, and the benefit of any exemption under any homestead exemption laws, if applicable.

e. No previous waiver and no failure or delay by City in acting with respect to the terms of this Note or the Deed of Trust shall constitute a waiver of any breach, default, or failure or condition under this Note, the Deed of Trust or the obligations secured thereby. A waiver of any term of this Note, the Deed of Trust or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

6. **Attorneys' Fees and Costs.** Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. **Joint and Several Obligation.** This Note is the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, successors and assigns.

8. **Amendments and Modifications.** This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the City.

9. **City May Assign.** City may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

10. **Borrower Assignment Prohibited.** In no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the City, which consent shall not unreasonably be withheld, except pursuant to a transfer which is permitted or approved under Section 705 of the Agreement.

11. **Terms.** Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

12. Acceleration and Other Remedies. Upon: (a) the occurrence of an Event of Default as defined in the Agreement, or (b) Borrower selling, contracting to sell, giving an option to purchase, conveying, leasing, further encumbering, mortgaging, assigning or alienating the Borrower's interest in the Housing Project (other than (i) financing approved by the City or otherwise permitted pursuant to the Agreement, (ii) leasing of individual Housing Units to tenants in the ordinary course of business, or (iii) a purchase option and/or right of first refusal granted to Borrower's general partner(s) or affiliates thereof), whether directly or indirectly, whether voluntarily or involuntarily or by operation of law, or any interest in the Housing Project, or suffering its title, or any interest in the Housing Project to be divested, whether voluntarily or involuntarily, without the consent of the City or as otherwise approved or permitted under the Development Agreement, City may, at City's option, declare the outstanding principal amount of this Note, together with the then accrued and unpaid interest thereon and other charges hereunder, and all other sums secured by the Deed of Trust, to be due and payable immediately, and upon such declaration, such principal and interest and other sums shall immediately become and be due and payable without demand or notice, all as further set forth in the Deed of Trust. All costs of collection, including, but not limited to, reasonable attorneys' fees and all expenses incurred in connection with protection of, or realization on, the security for this Note, may be added to the principal hereunder, and shall accrue interest as provided herein. City shall at all times have the right to proceed against any portion of the security for this Note in such order and in such manner as such City may consider appropriate, without waiving any rights with respect to any of the security. Any delay or omission on the part of the City in exercising any right hereunder, under the Agreement or under the Deed of Trust shall not operate as a waiver of such right, or of any other right. No single or partial exercise of any right or remedy hereunder or under the Agreement or any other document or agreement shall preclude other or further exercises thereof, or the exercise of any other right or remedy. The acceptance of payment of any sum payable hereunder, or part thereof, after the due date of such payment shall not be a waiver of City's right to either require prompt payment when due of all other sums payable hereunder or to declare an Event of Default for failure to make prompt or complete payment.

13. Consents. Borrower hereby consents to: (a) any renewal, extension or modification (whether one or more) of the terms of the Agreement or the terms or time of payment under this Note, (b) the release or surrender or exchange or substitution of all or any part of the security, whether real or personal, or direct or indirect, for the payment hereof, (c) the granting of any other indulgences to Borrower, and (d) the taking or releasing of other or additional parties primarily or contingently liable hereunder. Any such renewal, extension, modification, release, surrender, exchange or substitution may be made without notice to Borrower or to any endorser, guarantor or surety hereof, and without affecting the liability of said parties hereunder.

14. Successors and Assigns. Whenever "City" is referred to in this Note, such reference shall be deemed to include the Placentia Housing City and its successors and assigns, including, without limitation, any subsequent assignee or holder of this Note. All covenants, provisions and agreements by or on behalf of Borrower, and on behalf of any makers, endorsers, guarantors and sureties hereof which are contained herein shall inure to the benefit of the City and City's successors and assigns.

15. Miscellaneous. Time is of the essence hereof. This Note shall be governed by and construed under the laws of the State of California except to the extent Federal laws preempt the laws of the State of California. Borrower irrevocably and unconditionally submits to the jurisdiction of the Superior Court of the State of California for the County of Orange in connection with any legal action or proceeding arising out of or relating to this Note. Borrower also waives any objection regarding personal or in rem jurisdiction or venue.

16. No Personal Liability. In the event of any default under the terms of this Note or the Deed of Trust, the sole recourse of the City for any and all such defaults shall be by judicial foreclosure or by the exercise of the trustee's power of sale, and Borrower and its partners shall not be personally liable for the payment of this Note or for the payment of any deficiency established after judicial foreclosure or trustee's sale; provided, however, that the foregoing shall not in any way affect any rights the City may have (as a secured party or otherwise) hereunder or under the Agreement or Deed of Trust to recover directly from Borrower any amounts secured by the Deed of Trust, or any funds, damages or costs (including without limitation reasonable attorneys' fees and costs) incurred by City as a result of fraud, misrepresentation or waste, and any costs and expenses incurred by the City in connection therewith (including without limitation reasonable attorneys' fees and costs).

BORROWER:

By: _____

ATTACHMENT NO. 8

RECORDING REQUESTED BY,)
AND WHEN RECORDED MAIL TO:)
)
City of Placentia)
401 E. Chapman)
Placentia, California 9)
Attn: City Administrator)

This document is exempt from payment of a recording fee pursuant to Government Code Sections 27383 and 6103.

**DEED OF TRUST AND ASSIGNMENT OF RENTS
(Development Project Mitigated Fees Loan)**

THIS DEED OF TRUST AND ASSIGNMENT OF RENTS is made as of the _____ day of _____, 201____, by and among _____ (“Trustor”), whose address is _____ (“Trustee”) whose address is _____, and the **CITY OF PLACENTIA**, a California charter city and municipal corporation (“Beneficiary”), whose address is 401 E. Chapman, Placentia, California 92870.

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, any and all of its interest in the property (including, but not limited to fee simple and/or leasehold) located in the City of Placentia, County of Orange, State of California, that is described in Exhibit A, attached hereto and by this reference incorporated herein (the “Property”);

TOGETHER WITH all rents, issues, profits, royalties, income and other benefits derived from the Property (collectively, the “rents”), provided that so long as Trustor is not in default hereunder, it shall be permitted to collect rents and operate the Property;

TOGETHER WITH all interests, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including, without limiting the generality of the foregoing, all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed upon the Property, including, without limitation, all fixtures, attachments, appliances, furnishings, equipment and machinery (whether fixed or movable) and other articles (including, in each instance, improvements, restorations, replacements, repairs, additions, accessions or substitutions thereto or therefor);

TOGETHER WITH all leasehold estate, right, title and interest of Trustor in and to all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

TOGETHER WITH all right, title and interest of Trustor in and to all options to purchase or lease the Property or any portion thereof or interest therein, and any greater estate in the Property owned or hereafter acquired;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property;

TOGETHER WITH all the estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages;

All of the foregoing, together with the Property, is herein referred to as the "Security."

FOR THE PURPOSE OF SECURING:

1. Repayment of that certain Special Development Loan Promissory Note in the principal sum [not to exceed] \$450,000 dated _____, 201__ ("Promissory Note") in favor of Beneficiary.
2. Payment and performance of all covenants and obligations of Trustor under this Deed of Trust.

ARTICLE I

DEFINITIONS

1. The term "Expiration Date" means the date upon which the Promissory Note has been paid in full, and all other obligations the performance of which is secured by this Deed of Trust have been satisfied.
2. "Property" means the real property referred to in Exhibit A attached hereto.
3. "Security" means the Property and all appurtenant improvements.

ARTICLE II

MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY; RELEASE UPON PAYMENT

Section 2.1 Maintenance and Modification of the Property by Trustor. The Trustor agrees that at all times prior to the Expiration Date, the Trustor will, at the Trustor's own expense, maintain and preserve the Property.

Section 2.2 Release of Security. Upon its receipt of the repayment of all amounts due under the Promissory Note, and all other obligations the performance of which is secured by this Deed of Trust have been satisfied, the Beneficiary shall, upon the request of the Trustor, deliver to the Trustor such instruments as are reasonably necessary to confirm the release of the Security from the lien of this Deed of Trust.

ARTICLE III

REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE TRUSTOR

Section 3.1 Defense of the Title. The Trustor covenants that it is lawfully seized and possessed of title in fee simple to the Property, that it has good right to sell, convey or otherwise transfer or encumber the same, and that the Trustor, for itself and its successors and assigns, warrants and will forever defend the right and title to the foregoing described and conveyed property unto the Beneficiary, its successors and assigns, against the claims of all persons whomsoever, excepting only encumbrances approved by the Beneficiary.

Section 3.2 Inspection of the Property. The Trustor covenants and agrees that at any and all reasonable times and upon reasonable notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Property.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

Section 4.1 Events of Default Defined. The occurrence of any failure of the Trustor to pay the Promissory Note or to otherwise perform an obligation the performance of which is secured by this Deed of Trust, and the continuation of such failure for a period of thirty (30) business days as to monetary obligations and sixty (60) business days as to non-monetary obligations (or such additional time as may be reasonably necessary provided that Trustor commences cure within such sixty (60) day period and thereafter diligently prosecutes such cure to completion), after written notice specifying such failure and requesting that it be remedied shall have been given to Trustor from the Beneficiary, shall be an "Event of Default" or a "Default" under this Deed of Trust.

Section 4.2 Acceleration of Maturity. If an Event of Default shall have occurred and be continuing, then the entire indebtedness secured hereby shall, at the option of the Beneficiary, immediately become due and payable without notice or demand which are hereby expressly waived, and no omission on the part of the Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

Section 4.3 The Beneficiary's Right to Enter and Take Possession. If an Event of Default shall have occurred and be continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Property and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Property, or part thereof or interest therein, increase the income therefrom or protect the Security hereof and, with or without taking possession of the Property, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof, as aforesaid, shall not cure or waive any Default or notice of Default hereunder or invalidate any act done in response to such Default or pursuant to such notice of Default and, notwithstanding the continuance in possession of the Property or the collection, receipt and application of rents, issues or profits, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, the Agreement or by law upon occurrence of any Event of Default, including the right to exercise the power of sale. Trustor requests that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to Trustor if at its address given herein;

(b) Commence an action to foreclose this Deed of Trust, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the property to be sold, which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of the County in which the Property is located; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to the Property, including any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby, or provided by law.

Section 4.4 Foreclosure By Power of Sale. Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust (and the deposit of which shall be deemed to constitute evidence that the amount of the Promissory Note is immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of such notice from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Property, at the time and place of sale fixed by it in said Notice of Sale, either as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine, at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such

sale, and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the Promissory Note; (ii) all other sums then secured hereby; and (iii) the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

Section 4.5 Receiver. If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under Security, and without regard to the then value of the Property or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment. Any such receiver or receivers shall have all the powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Property, unless such receivership is sooner terminated.

Section 4.6 Remedies Cumulative. No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 4.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Default shall exhaust or impair any such right, power or remedy, or shall be construed to be a waiver of any such Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. No consent or waiver, expressed or implied, by the Beneficiary to or of any breach by the Trustor in the performance of the obligations hereunder shall be deemed or construed to be a consent to or waiver of obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, powers or remedies consequent on any breach or Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment of any sums secured hereby, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted herein, or in the Agreement, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements of this Deed of Trust or the Agreement, (v) consents to the filing of any map, plat or replat affecting the Security, (vi) consents to the granting of any easement or other right affecting the Security, or (vii) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any

such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in the event of any Default then made or of any subsequent Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Deed of Trust be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Property, the Beneficiary, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Security (or a part thereof) or the indebtedness secured hereby, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the Trustor and without in any way releasing or discharging any liabilities, obligations or undertakings of the Trustor.

Section 4.8 Suits to Protect the Security. The Beneficiary shall have power (upon ninety (90) days notice to the Trustor) to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security (and the rights of the Beneficiary as secured by this Deed of Trust) by any acts which may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security and in the rents, issues, profits and revenues arising therefrom, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the security thereunder or be prejudicial to the interests of the Beneficiary.

Section 4.9 Trustee May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings for the entire amount due and payable by the Trustor under this Deed of Trust at the date of the institution of such proceedings and for any additional amount which may become due and payable by the Trustor hereunder after such date.

ARTICLE V

MISCELLANEOUS

Section 5.1 Amendments. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

Section 5.2 Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums and other obligations secured hereby have been paid or performed, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey to Trustor, or to the person or persons legally entitled thereto, without warranty, any portion of the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or person legally entitled thereto."

Section 5.3 Attorneys' Fees. In the event that any parties hereto resort to legal action in order to enforce the provisions of this Deed of Trust or defend such suit, the prevailing party shall be entitled to receive reimbursement from the non-prevailing party for all reasonable attorneys' fees and all other costs incurred in commencing or defending such suit.

Section 5.4 Notices. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request, or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by registered or certified mail, postage prepaid, return receipts requested, or by telegram, addressed to the address set forth in the first paragraph of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

Section 5.5 Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

Section 5.6 Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 5.7 Invalidity of Certain Provisions. Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

Section 5.8 No Merger. If title to the Property shall become vested in the Beneficiary, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary under this Deed of Trust. In addition, upon foreclosure under this Deed of Trust pursuant to the provisions hereof, any leases or subleases then existing and affecting all or any portion of the Security shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice of termination to such tenant or subtenant.

Section 5.9 Governing Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 5.10 Gender and Number. In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 5.11 Nondisturbance Agreement. In the event of any foreclosure of this Deed of Trust or a transfer in lieu of foreclosure, Beneficiary or other transferee shall recognize and not disturb the possession, tenancy, leasehold estate and rights of all tenants and occupants of the Property or any portion thereof, and shall honor and abide by all of the terms, covenants and conditions of each lease for the remaining balance of the term or extension thereof with the same force and effect as if Beneficiary or such other transferee were the original lessor under the lease; provided, however, that the tenant is not in default under its lease and Beneficiary or such other transferee shall not be (a) liable for any damage, loss or expense arising from any act or omission of any prior lessor (including Trustor) under any lease, (b) subject to any offsets, abatements,

rent reductions or defenses which the tenant may be entitled to assert against any prior lessor (including Trustor) under any lease, or (c) liable or responsible for or with respect to the retention, application and/or return to the tenant of any security deposit paid to any prior lessor (including Trustor) under any lease, whether or not still held by any prior lessor (including Trustor), unless and until Beneficiary or such other transferee has actually received for its own account as lessor under the lease the full amount of such security deposit or a credit therefor. Each tenant and occupant of the Property shall, upon any foreclosure of this Deed of Trust or transfer in lieu of foreclosure, be bound to Beneficiary or such other transferee under all of the terms, covenants and conditions of the tenant's lease for the remaining balance of the term thereof or extension thereof, with the same force and effect as if Beneficiary or such other transferee were the original lessor under such lease, and the tenant shall attorn to Beneficiary or such other transferee as its lessor, such attornment to be effective and self-operative without the execution of any further instruments by either party, immediately upon the tenant's receipt of written notice from Beneficiary or such other transferee or from Trustor that title to the Property has vested in Beneficiary or such other transferee. Rent paid by a tenant or occupant to the transferee after receipt of such notice shall be considered to be rental payment under the lease.

Section 5.12. No Personal Liability. In the event of any default under the terms of this Deed of Trust, the sole recourse of the Beneficiary for any and all such defaults shall be by judicial foreclosure or by the exercise of the trustee's power of sale, and Trustor and its partners shall not be personally liable for the payment of the Promissory Note or for the payment of any deficiency established after judicial foreclosure or trustee's sale; provided, however, that the foregoing shall not in any way affect any rights the Beneficiary may have (as a secured party or otherwise) hereunder or under this Deed of Trust to recover directly from Trustor any amounts secured by this Deed of Trust, or any funds, damages or costs (including without limitation reasonable attorneys' fees and costs) incurred by Beneficiary as a result of fraud, misrepresentation or waste, and any costs and expenses incurred by the Beneficiary in connection therewith (including without limitation reasonable attorneys' fees and costs).

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

By: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that certain real property situated in the County of Orange, State of California, described as follows:

Parcel A:

A portion of Lot 4, in Block 35 of "Yorba Linda Tract", in the City of Placentia, County of Orange, State of California, as shown on a Map recorded in Book 5, Pages 17 and 18 of Miscellaneous Maps, records of Orange County, California more particularly described as follows:

Beginning at a point in the West line of said Lot 4, which said Lot is distant Northerly, measured along said West line, 248.77 feet from the Southwest corner of said Lot 4, and running;
Thence from said Point of Beginning, Easterly parallel with the South line of said Lot 4, 123.81 feet to a point;
Thence Northerly parallel with the East line of said Lot 4, 283.90 feet to a point in the Northerly line of said 4;
Thence Westerly along said Northerly line 122.94 feet to the Northeast corner of said Lot 4;
Thence Southerly along the West line of Lot 4, 300.79 feet to the point of beginning.

EXCEPTING THEREFROM that portion described in Deed to the Orange County Flood Control recorded December 17, 1962 recorded in Book 6361, Page 450 of Official Records of said Orange County.

Except therefrom that portion of said land as condemned by the Orange County Transportation Authority, a public agency as set forth and described in that certain document recorded May 19, 2014 as Instrument No. 2014000193187 of Official Records.

Parcel B1:

A strip of Land 65.00 feet wide in Lot 3, Block 36 of the Yorba Linda Tract, in the City of Yorba Linda, County of Orange, State of California, per Map recorded in Book 5, Pages 17 and 18 of miscellaneous Maps in the Office of the County recorder of said County, said strip lying 28.00 feet Northerly and 37.00 feet Southerly of the following described line:

Beginning at a point on the centerline of fee Ana Street distant South $0^{\circ}23'34''$ East, 323.72 feet from the intersection of said centerline with the centerline of Orangethorpe Avenue;
Thence North $89^{\circ}37'35''$ East, 61.00 feet to the beginning of a tangent curve, concave Southerly and having a radius of 500.00 feet;
Thence Easterly 132.18 feet along said curve through a central angle of $15^{\circ}08'48''$;
Thence tangent to said curve South $75^{\circ}13'37''$ East, 912.31 feet to the beginning of a tangent curve, concave Northerly and having a radius of 1000.00 feet;
Thence Easterly 126.29 feet along said curve through a central angle of $7^{\circ}14'09''$;
Thence tangent to said curve South $82^{\circ}27'46''$ East, 312.63 feet to a point on the centerline of Taylor Street distant South $0^{\circ}48'16''$ East, 413.51 feet from the intersection of said centerline with the centerline of said Orangethorpe Avenue as said centerline is located Easterly of said centerline of Taylor Street.

Except that portion thereof as described in the deed to Elmer de Los Reyes et. Ux., recorded September 12, 1950 in Book 2070, Page 205 of Official Records in the Office of said County recorder.

Excepting therefrom all minerals, gas, oil, petroleum, naphtha and other hydrocarbon substances below the depth of 500 feet from the surface of the above-described property, subject to the express limitation that the foregoing reservation shall in no way be interpreted to include any right of entry in and upon the surface of the above-described property, or the first 500 feet of the subsurface thereof, as set forth in grant deed recorded May 23, 1963 in Book 6559, Page 709 of Official Records.

Parcel B2:

That portion of Lot 3, Block 36 of the Yorba Linda Tract, in the County of orange, State of California, per Map recorded in Book 5, Pages 17 and 18 of miscellaneous Maps in the Office of the County recorder of said County, that lies Northerly of a line which is Northerly 28.00 feet from and parallel and concentric with the following described line:

Beginning at a point on the centerline of Fee Ana Street distant South $0^{\circ}23'34''$ East, 323.72 feet from the intersection of said centerline with the centerline of Orangethorpe Avenue;
Thence North $89^{\circ}37'35''$ East 61.00 feet to the beginning of a tangent curve, concave Southerly and having a radius of 500.00 feet;
Thence Easterly 132.18 feet along said curve through a central angle of $15^{\circ}08'48''$;
Thence tangent to said curve South $75^{\circ}13'37''$ East, 912.31 feet to the beginning of a tangent curve, concave Northerly and having a radius of 1000.00 feet;
Thence Easterly 126.29 feet along said curve through a central angle of $7^{\circ}14'09''$;
Thence tangent to said curve South $82^{\circ}27'46''$ East, 312.63 feet to a point on the centerline of Taylor Street distant South $0^{\circ}48'16''$ East, 413.51 feet from the intersection of said centerline with the centerline of said Orangethorpe Avenue as said centerline is located Easterly of said centerline of Taylor Street.

Except that portion thereof as described in the deed to Elmer de los Reyes Et. Ut., recorded September 12, 1950 in Book 2070, Page 205 of official records in the Office of said County recorder.

Excepting therefrom all minerals, gas, oil, petroleum, naphtha and other hydrocarbon substances below the depth of 500 feet from the surface of the above-described property, subject to the express limitation that the foregoing reservation shall in no way be interpreted to include any right of entry in and upon the surface of the above-described property, or the first 500 feet of the subsurface thereof, as set forth in grant deed recorded May 23, 1963 in Book 6559, Page 709 of official records.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title Or Type Of Document

- Partner(s) Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above

INITIAL STUDY
FOR THE
PLACENTIA VETERAN'S VILLAGE PROJECT

Prepared for:
City of Placentia
401 East Chapman Avenue
Placentia, California 92870

Prepared by:
Tom Dodson & Associates
2150 North Arrowhead Avenue
San Bernardino, California 92405
(909) 882-3612

November 2016

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ENVIRONMENTAL CHECKLIST

INTRODUCTION

1. Project Title: Placentia Veteran's Village
2. Lead Agency: City of Placentia
Address: 401 East Chapman Avenue, Placentia, CA 92870
3. Contact Person: Charles Rangel, Senior Planner.
Phone Number: (714) 993-8124; crangel@placentia.org
4. Project Location: See below
5. Project Sponsor's Name and Address: Mercy Housing California
1500 S. Grand Ave, Suite 100, Los Angeles, CA 90015
6. General Plan Designation: Industrial
7. Zoning: Industrial Manufacturing
8. Project Description:

Overview

In conjunction with Mercy Housing California, the City of Placentia (City) proposes to develop a 50-unit apartment building that will provide service-enriched affordable rental housing for U.S. Veterans who are homeless and/or disabled. The project applicant, Mercy Housing California, is an experienced nonprofit development organization that specializes in constructing and operating affordable properties nationwide for families, seniors, and persons with special needs, such as homelessness. Mercy plans to partner with a specialized veteran service organization to provide ongoing supportive services to future residents of the property, including coordination with the US Department of Veteran Affairs medical clinic system.

Location

The proposed project consists of a 3.65 gross acre, 2.78 net acre (minus the flood control channel facility site, which will be developed as Veteran's Village, is located in the southwestern portion of the City of Placentia, California. Figures 1 and 2 show the regional and site locations. The site is located just off of Orangethorpe Avenue near Lakeview Avenue. The approximately 2.78-acre site where the Veteran's Village will be developed is bound to the north by the BNSF railroad track, Fee Ana Street to the west, the Atwood Flood Control Channel to the south, and industrial and commercial uses to the east extending to, and beyond, Lakeview Avenue.

Project Characteristics

The project site is comprised of two legal parcels situated at the western terminus of Orangethorpe Avenue. The current General Plan Land Use Designation is Industrial, and the current zoning classification is C-M (Commercial Manufacturing). The City of Placentia supports

the proposed development, in that it furthers the purpose of the City of Placentia General Plan Housing Element goals by providing below market rate housing to veterans as well as supplemental support through specialized Section 8 cash vouchers. Additionally, through this customized program, veterans will also be provided access to Veterans' Affairs (VA) medical and social assistance programs. Development of the Veteran's Village will require a change in the existing General Plan Land Use designation and a zone change from C-M to R-3 (High Density Residential). The implementation of land use designations (to Multifamily Residential) through a General Plan Amendment (GPA) and Development Agreement (DA) will also consider various impact fee waivers/credits. It has not yet been determined whether any affordable housing design incentives will be necessary in conjunction with the land use change request; such incentives could include considerations such as a bonus density, setback or height adjustments, parking requirement variances, etc. The applicability of these design criteria will not be known until further guidance is provided regarding the most suitable land use designation for the land use change request. The surrounding area is an industrial and commercial corridor with no immediately adjacent residential uses east, west, or south of the site; however, there are single family homes to the north of Orangethorpe Avenue. A large portion of the site is owned by the Orange County Flood Control District (OCFCD) and will be leased to the developer in order to accommodate development of the proposed project.

The City has indicated support for the proposed development of a 50-unit apartment building—Veteran's Village—to provide service enriched affordable rental housing for U.S. Veterans who are homeless and/or disabled. This project will include 45 one-bedroom units of approximately 600 square feet (sq. ft.) each, and 5 two-bedroom units of approximately 800 sq. ft. each. The units will be contained within a single three-story building situated on the 2.78-acre parcel. The building will include a common area and amenities such as outdoor patios, site landscaping, a community garden, recreation room, shared laundry room, and offices for property management, maintenance, and social service staff. Surface parking for 65 vehicles (1 per unit, plus 15 guest spaces) will be conveniently located adjacent to the apartments. An 8-foot wall will be constructed between the structure and the BNSF Railway tracks. Additionally, the site will be gated with security access to parking areas and the apartment building.

The property upon which the Veteran's Village will be constructed is currently vacant, although it was recently used for commercial equipment storage. The property is irregularly shaped but is generally level due to past site grading and compaction and it contains no unusual topographic features.

This Initial Study will examine the potential impacts of the general plan amendment and zone change request and the construction and implementation of the Veteran's Village when compared to the existing environmental setting and the existing Industrial (I) land use designation/C-M (Commercial-Manufacturing) zoning classification. The City of Placentia, which has jurisdiction over land use changes, as well as the OCFCD, which will lease the property to the applicant, are the agencies whose approval is required in order to implement the proposed project.

Construction Scenario

Construction of the proposed Veteran's Village Project is anticipated to begin in December of 2017 and extend over a period of approximately 15 months. The development scope will entail the construction of a 3-story, wood frame apartment building with a slab-on-grade foundation. The construction will be accomplished with conventional construction equipment including

portable scaffolding, truck-mounted cranes, and concrete pumping equipment. Delivery of construction supplies will be accomplished using trucks during normal working hours. The site will likely require soil excavation and re-compaction, though most excavated soils would be used onsite to the extent feasible, or otherwise disposed offsite. Additionally, there are no proposed subterranean features that will require extensive shoring or grading operations.

The circulation system in the immediate project area is undergoing substantial changes that will be completed in spring of 2017. These changes include a grade separation that will route Lakeview Avenue on a bridge over the railroad tracks and Orangethorpe Avenue, which will allow access to the site from the newly constructed street that intersects with Lakeview Avenue to the southeast of the property.

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

Note that all potentially significant impacts can be reduced to a less than significant impact level with implementation of identified mitigation measures.

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation, the following finding is made:

	The proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
X	Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
	The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
	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.
	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.

Tom Dodson & Associates
Prepared by

November 2016
Date

Signature 
Lead Agency

November 16, 2016
Date

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
I. AESTHETICS: Would the project:				
a) Have a substantial adverse effect on a scenic vista?			X	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) Substantially degrade the existing visual character or quality of the site and its surroundings?				X
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?		X		

SUBSTANTIATION

- a. *Less Than Significant Impact* – Adverse impacts to scenic vistas can occur in one of two ways. First, an area itself may contain existing scenic vista that would be altered by new development. A review of the project area determined that there are no scenic vistas located internally within the area proposed for development of the Veteran’s Village. Therefore, the development of the Veteran’s Village is not expected to impact any important scenic vistas within this area. A scenic vista impact can occur when a scenic vista can be viewed from the project area or immediate vicinity and a proposed development may interfere with the view to a scenic vista. Based on the scope of the proposed project—which will result in the development of a three story apartment complex designated as housing for homeless, disabled, or both homeless and disabled veterans—and the level of development within the City as a whole, there are only a few important scenic vistas; however, any such views align with north-south roads, which provide limited views to the higher topography of the Puente Hills. Given these limited potential scenic views, and the location and height of the proposed new structure outside of roadway alignments, implementation of the proposed development is not expected to cause any substantial adverse effects on any important scenic vistas. This potential impact is considered a less than significant adverse aesthetic impact.
- b. *No Impact* – The project site does not contain any scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway corridor. The project site is vacant, and its surface is a mix of compacted dirt, asphalt, and scattered weeds. There are a few scattered non-native trees and scattered vegetation on the periphery of the site, but there are no rock outcroppings or historic buildings on the site that could be considered a scenic resource. Consequently, no impacts to a scenic resource will occur.
- c. *No Impact* – The project site is a vacant lot, the surface of which is a mix of compacted dirt, asphalt, and scattered weeds bordered with chain link fencing. The area surrounding the site consists of an industrial and commercial corridor with the Atwood Flood Control Channel to the south, Orangethorpe Avenue and the BNSF railroad track to the north, as well as some residential homes north of Orangethorpe Avenue, Fee Ana Street to the west, and other industrial commercial uses to the east extending to and beyond Lakeview Avenue. As proposed, the project would construct a 50-unit apartment complex with amenities and services for homeless, disabled, and both homeless and disabled veterans. By improving the project site with well-designed buildings and

complementary landscaping, the Project would enhance the visual character of the site and area. The Project would not degrade the visual character or quality of the surrounding properties. Therefore, no potential visual impacts would occur as a result of project implementation.

- d. *Less Than Significant Impact With Mitigation Incorporated* – Existing sources of lighting in the project area include street lights and lighting from the adjacent commercial and industrial land uses currently existing in the vicinity of the Project site. Other existing light sources include headlights of vehicles traveling on adjacent streets, particularly traffic along Orangethorpe Avenue. The new apartment structure will require lighting, both exterior and interior. This will introduce a new source of light and glare into the project area, though this lighting would be comparable to and consistent with lighting from surrounding uses. However, to ensure that light or glare (particularly off of structures with glass exteriors) does not result in intrusive lighting or glare to existing structures or persons in the project area, the following mitigation measure will be implemented:

I-1 Prior to approval of the Final Design, an analysis of potential glare from sunlight or exterior lighting to impact vehicles traveling on adjacent roadways shall be submitted to the City for review and approval. This analysis shall demonstrate that due to building orientation or exterior treatment, no significant glare may be caused that could negatively impact drivers on the local roadways or impact adjacent land uses. If potential glare impacts are identified, the building orientation, use of non-glare reflective materials or other design solutions acceptable to the City of Placentia shall be implemented to eliminate glare impacts.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
<p>II. AGRICULTURE AND FORESTRY RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:</p>				
a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use or a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X

SUBSTANTIATION

- a. *No Impact* – The Veteran's Village site is in an area that is urbanized. Neither the project site nor the adjacent and surrounding properties are designated for agricultural use; no agriculture exist in the project area; and there is no potential for impact to any agricultural uses or values as a result of project implementation. According to the maps prepared pursuant to the farmland mapping and monitoring program of the California Resources Agency, no prime farmland, unique farmland, or farmland of statewide importance exists within the vicinity of the proposed project (Figure I-1). No adverse impact to any agricultural resources would occur from implementing the proposed project.
- b. *No Impact* – There are no agricultural uses currently on the Project site or on adjacent properties. The project site is zoned for Industrial Manufacturing and the current General Plan land use designation is Industrial. Though the project will require a land use designation amendment request and subsequent zone change, this alteration will not involve any agricultural uses. No potential exists for a conflict between the proposed project and agricultural zoning or Williamson Act contracts within the project area.
- c. *No Impact* – Please refer to issues a) and b) above. The project site is in an urbanized area and neither the land use designation (Industrial) nor zoning classification (Commercial/Manufacturing) supports forest land or timberland uses or designations. No potential exists for a conflict between the proposed project and forest/timberland zoning.
- d. *No Impact* – There are no forest lands within the project area, which is because the project area is urbanized. No potential for loss of forest land would occur if the project is implemented.
- e. *No Impact* – Because the project site and surrounding area do not support either agricultural or forestry uses and, furthermore, because the project site and environs are not designated for such uses, implementation of the proposed project would not cause or result in the conversion of Farmland or forest land to alternative use. No adverse impact would occur.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
III. AIR QUALITY: Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?		X		
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?		X		
d) Expose sensitive receptors to substantial pollutant concentrations?		X		
e) Create objectionable odors affecting a substantial number of people?			X	

SUBSTANTIATION

a-e. *Less Than Significant Impact / Less Than Significant with Mitigation Incorporated* – The following information utilized in this Section of the Initial Study was obtained from the Air Quality and GHG Impact Analysis, Veteran's Village, City of Placentia, California" prepared by Giroux & Associates, dated September 2, 2016. Please refer to the AQ Analysis in Appendix 1 for a detailed discussion of the background and physical setting as well as the regulatory setting for federal and California ambient air quality standards. The discussion below centers on the short- and long-term emissions as they relate to regional significance thresholds and localized significance thresholds. Background air quality is summarized in Appendix 1 and on Table III-1 provided in this section. In summary, peak daily construction activity emissions are estimated to be below South Coast Air Quality Management District (SCAQMD) CEQA thresholds without the need for added mitigation even if the most intensive construction activities for each individual construction phase were to overlap. However, because the South Coast Air Basin (SCAB) is in non-attainment for ozone and particulates (refer to the data below), mitigation has been added to this project to reduce emissions to the lowest reasonable level.

Air Quality Impact

Background

Placentia's climate, as with all of Southern California, is largely dominated by the strength and position of the semi-permanent high-pressure center over the Pacific Ocean near Hawaii. It creates cool summers, mild winters, infrequent rainfall, it drives the refreshing daytime sea breeze, and it

maintains comfortable humidity's and ample sunshine. Unfortunately, the same atmospheric processes that create the desirable living climate combine to severely restrict the ability of the atmosphere to disperse the air pollution generated mainly by the large population attracted by the climate. Portions of the Los Angeles Basin, including northern Orange County, therefore, experience some of the worst air quality in the nation for certain pollution species.

Regional air quality is controlled by the location and strength of pollutant sources and by the winds and inversions that control the horizontal and vertical regional dispersion patterns. Winds near the project site, as monitored at the South Coast Air Quality Management District (SCAQMD) measurement station in Anaheim, display several characteristic regimes. During the day, especially in summer, winds are from the west and southwest at 7-9 miles per hour. At night, especially in winter, the land becomes cooler than the ocean and an offshore wind of 3-5 miles per hour develops. One other important wind regime occurs when a high-pressure center forms over the western United States and creates strong offshore winds. These winds are warmed and dried by air compression as they descend from the upper desert regions into the basin. These winds are accelerated through local canyons and create hot, dry, gusty Santa Ana's from the east and northeast across northern Orange and southern Los Angeles counties.

The low frequency of calms and adequate daytime ventilation speed typically do not allow for any daytime stagnation of air pollutants in the Placentia area. The moderate onshore breeze carries any locally generated emissions eastward toward the Chino Hills or across northern Orange County and then up Santa Ana or Carbon Canyons toward receptors in western San Bernardino and Riverside Counties. Any daytime air quality problems occur mainly when winds shift more into the northwest and the daytime clean sea breeze is replaced by airflow across substantial pollution generation areas of southwestern Los Angeles County. These winds bring occasional unhealthy smog levels across the project site during the summer and early fall. Wind at night drifting seaward across the air basin and off the nearby hills is much slower and does allow for localized stagnation of pollution, but the density of vehicular sources in the upwind area is generally low enough to minimize any major air pollution problems. Any air pollution episodes, if they occur, are, therefore, due mainly to pollutants transported into the area rather than any locally generated emissions.

In addition to winds that govern the horizontal rate and trajectory of any air pollutants, Southern California experiences several characteristic temperature inversions that control the vertical depth through which pollutants can be mixed. The daytime onshore flow of marine air is capped by a massive dome of warm air that acts like a giant lid over the basin. As the clean ocean air moves inland, pollutants are continually added from below without any dilution from above. As this layer slows down in inland valleys of the basin and undergoes photochemical transformations under abundant sunlight, it creates very unhealthy levels of smog (mainly ozone).

Ambient Air Quality Standards

In order to gauge the significance of the air quality impacts of the proposed project, those impacts, together with existing background air quality levels, must be compared to the applicable ambient air quality standards. These standards are the levels of air quality considered safe, with an adequate margin of safety, to protect the public health and welfare. They are designed to protect those people most susceptible to further respiratory distress such as asthmatics, the elderly, very young children, people already weakened by other disease or illness, and persons engaged in strenuous work or exercise, called "sensitive receptors." Healthy adults can tolerate occasional exposure to air pollutant concentrations considerably above these minimum standards before adverse effects are observed. Recent research has shown, however, that chronic exposure to ozone (the primary ingredient in photochemical smog) may lead to adverse respiratory health even at concentrations close to the ambient standard.

National AAQS were established in 1971 for six pollution species with states retaining the option to add other pollutants, require more stringent compliance, or to include different exposure periods.

The initial attainment deadline of 1977 was extended several times in air quality problem areas like Southern California. In 2003, the Environmental Protection Agency (EPA) adopted a rule, which extended and established a new attainment deadline for ozone for the year 2021. Because the State of California had established AAQS several years before the federal action and because of unique air quality problems introduced by the restrictive dispersion meteorology, there is considerable difference between state and national clean air standards. Those standards currently in effect in California are shown in Table III-1. Sources and health effects of various pollutants are shown in Table III-2.

The Federal Clean Air Act Amendments (CAAA) of 1990 required that the U.S. Environmental Protection Agency (EPA) review all national AAQS in light of currently known health effects. EPA was charged with modifying existing standards or promulgating new ones where appropriate. EPA subsequently developed standards for chronic ozone exposure (8+ hours per day) and for very small diameter particulate matter (called "PM-2.5"). New national AAQS were adopted in 1997 for these pollutants.

Planning and enforcement of the federal standards for PM-2.5 and for ozone (8-hour) were challenged by trucking and manufacturing organizations. In a unanimous decision, the U.S. Supreme Court ruled that EPA did not require specific congressional authorization to adopt national clean air standards. The Court also ruled that health-based standards did not require preparation of a cost-benefit analysis. The Court did find, however, that there was some inconsistency between existing and "new" standards in their required attainment schedules. Such attainment-planning schedule inconsistencies centered mainly on the 8-hour ozone standard. EPA subsequently agreed to downgrade the attainment designation for a large number of communities to "non-attainment" for the 8-hour ozone standard.

Evaluation of the most current data on the health effects of inhalation of fine particulate matter prompted the California Air Resources Board (ARB) to recommend adoption of the statewide PM-2.5 standard that is more stringent than the federal standard. This standard was adopted in 2002. The State PM-2.5 standard is more of a goal in that it does not have specific attainment planning requirements like a federal clean air standard, but only requires continued progress towards attainment.

Similarly, the ARB extensively evaluated health effects of ozone exposure. A new state standard for an 8-hour ozone exposure was adopted in 2005, which aligned with the exposure period for the federal 8-hour standard. The California 8-hour ozone standard of 0.07 ppm is more stringent than the federal 8-hour standard of 0.075 ppm. The state standard, however, does not have a specific attainment deadline. California air quality jurisdictions are required to make steady progress towards attaining state standards, but there are no hard deadlines or any consequences of non-attainment. During the same re-evaluation process, the ARB adopted an annual state standard for nitrogen dioxide (NO₂) that is more stringent than the corresponding federal standard, and strengthened the state one-hour NO₂ standard.

As part of EPA's 2002 consent decree on clean air standards, a further review of airborne particulate matter (PM) and human health was initiated. A substantial modification of federal clean air standards for PM was promulgated in 2006. Standards for PM-2.5 were strengthened, a new class of PM in the 2.5 to 10 micron size was created, some PM-10 standards were revoked, and a distinction between rural and urban air quality was adopted. In December 2012, the federal annual standard for PM-2.5 was reduced from 15 µg/m³ to 12 µg/m³, which matches the California AAQS. The severity of the basin's non-attainment status for PM-2.5 may be increased by this action and thus require accelerated planning for future PM-2.5 attainment.

Table III-1
AMBIENT AIR QUALITY STANDARDS

Pollutant	Average Time	California Standards ¹		National Standards ²		
		Concentration ³	Method ⁴	Primary ^{3,5}	Secondary ^{3,6}	Method ⁷
Ozone (O3)	1 Hour	0.09 ppm (180 µg/m3)	Ultraviolet Photometry	–	Same as Primary Standard	Ultraviolet Photometry
	8 Hour	0.070 ppm (137 µg/m3)		0.075 ppm (147 µg/m3)		
Respirable Particulate Matter (PM10)	24 Hour	50 µg/m3	Gravimetric or Beta Attenuation	150 µg/m3	Same as Primary Standard	Inertial Separation and Gravimetric Analysis
	Annual Arithmetic Mean	20 µg/m3		–		
Fine Particulate Matter (PM2.5)	24 Hour	–	–	35 µg/m3	Same as Primary Standard	Inertial Separation and Gravimetric Analysis
	Annual Arithmetic Mean	12 µg/m3	Gravimetric or Beta Attenuation	15 µg/m3		
Carbon Monoxide (CO)	1 Hour	20 ppm (23 mg/m3)	Non-Dispersive Infrared Photometry (NDIR)	35 ppm (40 mg/m3)	–	Non-Dispersive Infrared Photometry (NDIR)
	8 Hour	9 ppm (10 mg/m3)		9 ppm (10 mg/m3)	–	
	8 Hour (Lake Tahoe)	6 ppm (7 g/m3)		–	–	
Nitrogen Dioxide (NO2) ⁸	1 Hour	0.18 ppm (339 µg/m3)	Gas Phase Chemiluminescence	100 ppb (118 µg/m3)	–	Gas Phase Chemiluminescence
	Annual Arithmetic Mean	0.030 ppm (57 µg/m3)		0.053 ppm (100 µg/m3)	Same as Primary Standard	
Sulfur Dioxide (SO2) ⁹	1 Hour	0.25 ppm (655 µg/m3)	Ultraviolet Fluorescence	75 ppb (196 µg/m3)	–	Ultraviolet Flourescence; Spectrophotometry (Paraosaniline Method)
	3 Hour	–		–	0.5 ppm (1300 µg/m3)	
	24 Hour	0.04 ppm (105 µg/m3)		0.14 ppm (for certain areas) ⁹	–	
	Annual Arithmetic Mean	–		0.030 ppm (for certain areas) ⁹	–	
Lead ^{8,10,11}	30-Day Average	1.5 µg/m3	Atomic Absorption	–	–	–
	Calendar Quarter	–		1.5 µg/m3 (for certain areas) ¹¹	Same as Primary Standard	High Volume Sampler and Atomic Absorption
	Rolling 3-Month Avg	–		0.15 µg/m3		
Visibility Reducing Particles ¹²	8 Hour	See footnote 12	Beta Attenuation and Transmittance through Filter Tape	No Federal Standards		
Sulfates	24 Hour	25 µg/m3	Ion Chromatography			
Hydrogen Sulfide	1 Hour	0.03 ppm (42 µg/m3)	Ultraviolet Fluorescence			
Vinyl Chloride ¹⁰	24 Hour	0.01 ppm (26 µg/m3)	Gas Chromatography			

1. California standards for ozone, carbon monoxide (except 8-hour Lake Tahoe), sulfur dioxide (1 and 24 hour), nitrogen dioxide, and particulate matter (PM10, PM2.5, and visibility reducing particles), are values that are not to be exceeded. All others are not to be equaled or exceeded. California ambient air quality standards are listed in the Table of Standards in Section 70200 of Title 17 of the California Code of Regulations.
2. National standards (other than ozone, particulate matter, and those based on annual arithmetic mean) are not to be exceeded more than once a year. The ozone standard is attained when the fourth highest 8-hour concentration measured at each site in a year, averaged over three years, is equal to or less than the standard. For PM10, the 24-hour standard is attained when the expected number of days per calendar year with a 24-hour average concentration above $150 \mu\text{g}/\text{m}^3$ is equal to or less than one. For PM2.5, the 24-hour standard is attained when 98 percent of the daily concentrations, averaged over three years, are equal to or less than the standard. Contact the U.S. EPA for further clarification and current national policies.
3. Concentration expressed first in units in which it was promulgated. Equivalent units given in parentheses are based upon a reference temperature of 25°C and a reference pressure of 760 torr. Most measurements of air quality are to be corrected to a reference temperature of 25°C and a reference pressure of 760 torr; ppm in this table refers to ppm by volume, or micromoles of pollutant per mole of gas.
4. Any equivalent measurement method which can be shown to the satisfaction of the ARB to give equivalent results at or near the level of the air quality standard may be used.
5. National Primary Standards: The levels of air quality necessary, with an adequate margin of safety to protect the public health.
6. National Secondary Standards: The levels of air quality necessary to protect the public welfare from any known or anticipated adverse effects of a pollutant.
7. Reference method as described by the U.S. EPA. An "equivalent method" of measurement may be used but must have a "consistent relationship to the reference method" and must be approved by the U.S. EPA.
8. On October 1, 2015, the national 8-hour ozone primary and secondary standards were lowered from 0.075 to 0.070 ppm.
9. On December 14, 2012, the national annual PM2.5 primary standard was lowered from $15 \mu\text{g}/\text{m}^3$ to $12.0 \mu\text{g}/\text{m}^3$. The existing national 24-hour PM2.5 standards (primary and secondary) were retained at $35 \mu\text{g}/\text{m}^3$, as was the annual secondary standard of $15 \mu\text{g}/\text{m}^3$. The existing 24-hour PM10 standards (primary and secondary) of $150 \mu\text{g}/\text{m}^3$ also were retained. The form of the annual primary and secondary standards is the annual mean, averaged over 3 years.
10. To attain the 1-hour national standard, the 3-year average of the annual 98th percentile of the 1-hour daily maximum concentrations at each site must not exceed 100 ppb. Note that the national 1-hour standard is in units of parts per billion (ppb). California standards are in units of parts per million (ppm). To directly compare the national 1-hour standard to the California standards the units can be converted from ppb to ppm. In this case, the national standard of 100 ppb is identical to 0.100 ppm.
11. On June 2, 2010, a new 1-hour SO_2 standard was established and the existing 24-hour and annual primary standards were revoked. To attain the 1-hour national standard, the 3-year average of the annual 99th percentile of the 1-hour daily maximum concentrations at each site must not exceed 75 ppb. The 1971 SO_2 national standards (24-hour and annual) remain in effect until one year after an area is designated for the 2010 standard, except that in areas designated nonattainment for the 1971 standards, the 1971 standards remain in effect until implementation plans to attain or maintain the 2010 standards are approved.
Note that the 1-hour national standard is in units of parts per billion (ppb). California standards are in units of parts per million (ppm). To directly compare the 1-hour national standard to the California standard the units can be converted to ppm. In this case, the national standard of 75 ppb is identical to 0.075 ppm.
12. The ARB has identified lead and vinyl chloride as 'toxic air contaminants' with no threshold level of exposure for adverse health effects determined. These actions allow for the implementation of control measures at levels below the ambient concentrations specified for these pollutants.
13. The national standard for lead was revised on October 15, 2008 to a rolling 3-month average. The 1978 lead standard ($1.5 \mu\text{g}/\text{m}^3$ as a quarterly average) remains in effect until one year after an area is designated for the 2008 standard, except that in areas designated nonattainment for the 1978 standard, the 1978 standard remains in effect until implementation plans to attain or maintain the 2008 standard are approved.
14. In 1989, the ARB converted both the general statewide 10-mile visibility standard and the Lake Tahoe 30-mile visibility standard to instrumental equivalents, which are "extinction of 0.23 per kilometer" and "extinction of 0.07 per kilometer" for the statewide and Lake Tahoe Air Basin standards, respectively.

For more information please call ARB-PIO at (916) 322-2990

California Air Resources Board (10/1/15)

**Table III-2
HEALTH EFFECTS OF MAJOR CRITERIA POLLUTANTS**

Pollutants	Sources	Primary Effects
Carbon Monoxide (CO)	<ul style="list-style-type: none"> • Incomplete combustion of fuels and other carbon-containing substances, such as motor exhaust. • Natural events, such as decomposition of organic matter. 	<ul style="list-style-type: none"> • Reduced tolerance for exercise. • Impairment of mental function. • Impairment of fetal development. • Death at high levels of exposure. • Aggravation of some heart diseases (angina).
Nitrogen Dioxide (NO ₂)	<ul style="list-style-type: none"> • Motor vehicle exhaust. • High temperature stationary combustion. • Atmospheric reactions. 	<ul style="list-style-type: none"> • Aggravation of respiratory illness. • Reduced visibility. • Reduced plant growth. • Formation of acid rain.
Ozone (O ₃)	<ul style="list-style-type: none"> • Atmospheric reaction of organic gases with nitrogen oxides in sunlight. 	<ul style="list-style-type: none"> • Aggravation of respiratory and cardiovascular diseases. • Irritation of eyes. • Impairment of cardiopulmonary function. • Plant leaf injury.
Lead (Pb)	<ul style="list-style-type: none"> • Contaminated soil, 	<ul style="list-style-type: none"> • Impairment of blood function and nerve construction. • Behavioral and hearing problems in children.
Fine Particulate Matter (PM-10)	<ul style="list-style-type: none"> • Stationary combustion of solid fuels. • Construction activities. • Industrial processes. • Atmospheric chemical reactions. 	<ul style="list-style-type: none"> • Reduced lung function. • Aggravation of the effects of gaseous pollutants. • Aggravation of respiratory and cardio respiratory diseases. • Increased cough and chest discomfort. • Soiling. • Reduced visibility.
Fine Particulate Matter (PM-2.5)	<ul style="list-style-type: none"> • Fuel combustion in motor vehicles, equipment, and industrial sources. • Residential and agricultural burning. • Industrial processes. • Also, formed from photochemical reactions of other pollutants, including NO_x, sulfur oxides, and organics. 	<ul style="list-style-type: none"> • Increases respiratory disease. • Lung damage. • Cancer and premature death. • Reduces visibility and results in surface soiling.
Sulfur Dioxide (SO ₂)	<ul style="list-style-type: none"> • Combustion of sulfur-containing fossil fuels. • Smelting of sulfur-bearing metal ores. • Industrial processes. 	<ul style="list-style-type: none"> • Aggravation of respiratory diseases (asthma, emphysema). • Reduced lung function. • Irritation of eyes. • Reduced visibility. • Plant injury. • Deterioration of metals, textiles, leather, finishes, coatings, etc.

Source: California Air Resources Board, 2002.

In response to continuing evidence that ozone exposure at levels just meeting federal clean air standards is demonstrably unhealthy, EPA had proposed a further strengthening of the 8-hour standard. A new 8-hour ozone standard was adopted in 2015 after extensive analysis and public input. The adopted national 8-hour ozone standard is 0.07 ppm, which matches the current California standard. It will require three years of ambient data collection, and then 2 years of non-attainment findings and planning protocol adoption, then several years of plan development and approval. Final air quality plans for the new standard are likely to be adopted around 2022. Ultimate attainment of the new standard in ozone problem areas such as Southern California might be after 2030.

In 2010 a new federal one-hour primary standard for nitrogen dioxide (NO₂) was adopted. This standard is more stringent than the existing state standard. Based upon air quality monitoring data in the South Coast Air Basin, the California Air Resources Board has requested the EPA to designate the basin as being in attainment for this standard. The federal standard for sulfur dioxide (SO₂) was also recently revised. However, with minimal combustion of coal and mandatory use of low sulfur fuels in California, SO₂ is typically not a problem pollutant.

Baseline Air Quality

Existing and probable future levels of air quality around the project area can best be best inferred from ambient air quality measurements conducted by the SCAQMD at the Anaheim monitoring station. This station measures both regional pollution levels such as smog, as well as primary vehicular pollution levels near busy roadways such as carbon monoxide and nitrogen oxides. Pollutants such as particulates (PM-10 and PM-2.5) are also monitored at Anaheim. Table III-3 is a 6-year summary of monitoring data for the major air pollutants compiled from this air monitoring station. From this data the following conclusions regarding air quality trends can be drawn:

- a. Photochemical smog (ozone) levels occasionally exceed standards. All state and federal ozone standards have been exceeded 1 percent or less of all days in the past six years. Measurements from more recent years demonstrate progressively improved ozone levels in the area except perhaps for some temporary "backsliding" in 2014. While ozone levels are still occasionally elevated, they are much lower than 10 to 20 years ago.
- b. Respirable dust (PM-10) levels occasionally exceed the state standard on approximately two percent of measured days. The less stringent federal PM-10 standard has not been exceeded in the last six years.
- c. The federal ultra-fine particulate (PM-2.5) standard of 35 µg/m³ has been exceeded on less than one percent of measurement days in the last six years.
- d. More localized pollutants such as carbon monoxide, nitrogen oxides, etc. are very low near the project site. There is substantial excess dispersive capacity to accommodate localized vehicular air pollutants such as NO_x or CO without any threat of violating applicable AAQS. Data from a recent "near roadway" monitoring study directly along the I-5 shoulder (<50 feet) in Anaheim showed noticeably elevated levels of NO_x and CO, but even at this close distance federal clean air standards were not exceeded.

Although complete attainment of every clean air standard is not yet imminent, extrapolation of the steady improvement trend suggests that such attainment could occur within the reasonably near future.

Table III-3
AIR QUALITY MONITORING SUMMARY (2009-2014)
(NUMBER OF DAYS STANDARDS WERE EXCEEDED, AND MAXIMUM LEVELS DURING SUCH VIOLATIONS)
(ENTRIES SHOWN AS RATIOS = SAMPLES EXCEEDING STANDARD/SAMPLES TAKEN)

Pollutant/Standard	2009	2010	2011	2012	2013	2014
Ozone						
1-Hour > 0.09 ppm (S)	0	1	0	0	0	2
8-Hour > 0.07 ppm (S)	2	1	1	0	0	6
8- Hour > 0.075 ppm (F)	1	1	0	0	0	4
Max. 1-Hour Conc. (ppm)	0.093	0.104	0.088	0.079	0.084	0.111
Max. 8-Hour Conc. (ppm)	0.077	0.088	0.072	0.067	0.070	0.081
Carbon Monoxide						
8- Hour > 9. ppm (S,F)	0	0	0	0	0	0
Max 8-hour Conc. (ppm)	2.7	2.0	2.1	2.3	2.6	2.1
Nitrogen Dioxide						
1-Hour > 0.18 ppm (S)	0	0	0	0	0	0
Max. 1-Hour Conc. (ppm)	0.068	0.073	0.074	0.067	0.082	0.076
Inhalable Particulates (PM-10)						
24-hour > 50 µg/m ³ (S)	1/56	0/57	2/57	0/61	1/59	2/61
24-hour > 150 µg/m ³ (F)	0/56	0/57	0/57	0/61	0/59	0/61
Max. 24-Hr. Conc. (µg/m ³)	62.	43.	53.	48.	77.	85.
Ultra-Fine Particulates (PM-2.5)						
24-Hour > 35 µg/m ³ (F)	4/334	0/331	2/352	4/347	1/331	6/334
Max. 24-Hr. Conc. (µg/m ³)	64.5	31.7	39.2	50.1	37.8	56.2

Source: South Coast AQMD Air Monitoring Station Data Summary, Anaheim Station (3176)

Standards or Thresholds of Significance

Air quality impacts are considered "significant" if they cause clean air standards to be violated where they are currently met, or if they "substantially" contribute to an existing violation of standards. Any substantial emissions of air contaminants for which there is no safe exposure, or nuisance emissions such as dust or odors, would also be considered a significant impact.

Appendix G of the California CEQA Guidelines offers the following five tests of air quality impact significance. A project would have a potentially significant impact if it:

- a. Conflicts with or obstructs implementation of the applicable air quality plan.
- b. Violates any air quality standard or contributes substantially to an existing or projected air quality violation.
- c. Results in a cumulatively considerable net increase of any criteria pollutants 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).

- d. Exposes sensitive receptors to substantial pollutant concentrations.
- e. Creates objectionable odors affecting a substantial number of people.

Primary Pollutants

Air quality impacts generally occur on two scales of motion. Near an individual source of emissions or a collection of sources such as a crowded intersection or parking lot, levels of those pollutants that are emitted in their already unhealthful form will be highest. Carbon monoxide (CO) is an example of such a pollutant. Primary pollutant impacts can generally be evaluated directly in comparison to appropriate clean air standards. Violations of these standards where they are currently met, or a measurable worsening of an existing or future violation, would be considered a significant impact. Many particulates, especially fugitive dust emissions, are also primary pollutants. Because of the non-attainment status of the South Coast Air Basin (SCAB) for PM-10, an aggressive dust control program is required to control fugitive dust during project construction.

Secondary Pollutants

Many pollutants, however, require time to transform from a more benign form to a more unhealthful contaminant. Their impact occurs regionally far from the source. Their incremental regional impact is minute on an individual basis and cannot be quantified except through complex photochemical computer models. Analysis of significance of such emissions is based upon a specified amount of emissions (pounds, tons, etc.) even though there is no way to translate those emissions directly into a corresponding ambient air quality impact.

Because of the chemical complexity of primary versus secondary pollutants, the SCAQMD has designated significant emissions levels as surrogates for evaluating regional air quality impact significance independent of chemical transformation processes. Projects with daily emissions that exceed any of the following emission thresholds are recommended by the SCAQMD to be considered significant under CEQA guidelines. These daily emissions thresholds are included in Table III-4).

**Table III-4
DAILY EMISSIONS THRESHOLDS**

Pollutant	Construction	Operations
ROG	75	55
NOx	100	55
CO	550	550
PM-10	150	150
PM-2.5	55	55
SOx	150	150
Lead	3	3

Source: SCAQMD CEQA Air Quality Handbook, November, 1993 Rev.

Additional Indicators

In its CEQA Handbook, the SCAQMD also states that additional indicators should be used as screening criteria to determine the need for further analysis with respect to air quality. The additional indicators are as follows:

- Project could interfere with the attainment of the federal or state ambient air quality standards by either violating or contributing to an existing or projected air quality violation
- Project could result in population increases within the regional statistical area which would be in excess of that projected in the AQMP and in other than planned locations for the project's build-out year.
- Project could generate vehicle trips that cause a CO hot spot.

Conflict or Obstruct With Adopted AQMP

Criteria for determining consistency with the AQMP are defined in Chapter 12, Section 12.2 and Section 12.3 of the SCAQMD's CEQA Air Quality Handbook (1993) (21). These indicators are discussed below:

- Consistency Criterion No. 1: The proposed project will not result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay the timely attainment of air quality standards or the interim emissions reductions specified in the AQMP.

Construction Impacts

The violations that Consistency Criterion No. 1 refers to are the CAAQS and NAAQS. CAAQS and NAAQS violations would occur if localized significance thresholds (LSTs) were exceeded. As evaluated as part of the Project LST analysis (presented below), the project's localized construction-source emissions would not exceed the applicable LSTs, and a less than significant impact for increased air quality violations will result.

Operational Impacts

The project regional analysis demonstrates that Project operational-source emissions would not exceed the applicable LSTs, and would therefore not result in or cause violations of the CAAQS and NAAQS.

On the basis of the preceding discussion, the Project is consistent with the first criterion.

- Consistency Criterion No. 2: The Project will not exceed the assumptions in the AQMP based on the years of Project build-out phase.

The 2012 AQMP demonstrates that the applicable ambient air quality standards can be achieved within the timeframes required under federal law. Growth projections from local general plans adopted by cities in the district are provided to the Southern California Association of Governments (SCAG), which develops regional growth forecasts, which are then used to develop future air quality forecasts for the AQMP. This project includes a General Plan Amendment which will change the use from industrial to high density residential. Based on the size of the of this project (50 units) when compared to industrial uses for the project area and the reduced trip generation due to the type of units, the potential for the proposed project to exceed assumptions in the AQMP are less than significant as the proposed use is less intense than that allowed under the existing General Plan land use designation.

Construction Activity Impacts

CalEEMod was developed by the SCAQMD to provide a model by which to calculate both construction emissions and operational emissions from a variety of land use projects. It calculates both the daily maximum and annual average emissions for criteria pollutants as well as total or annual greenhouse gas (GHG) emissions.

Although exhaust emissions will result from on and off-site equipment, the exact types and numbers of equipment will vary among contractors such that such emissions cannot be quantified with certainty. Estimated construction emissions were modeled using CalEEMod2013.2.2 to identify maximum daily emissions for each pollutant during project construction. The proposed project entails construction of 50 apartments and a 65-space parking area. Construction was modeled in CalEEMod2013.2.2 using default construction equipment (refer to Table III-5) and schedule for a project of this size.

**Table III-5
CONSTRUCTION ACTIVITY EQUIPMENT FLEET**

Phase Name and Duration	Equipment
Grading (4 days)	1 Grader
	1 Dozer
	1 Loader/Backhoe
Construction (200 days)	1 Crane
	1 Loader/Backhoe
	1 Generator Set
	1 Forklift
	3 Welders
Paving (10 days)	1 Paver
	1 Paving Equipment
	1 Cement Mixer
	1 Loader/Backhoe
	1 Roller

Utilizing this indicated equipment fleet and durations shown in Table III-5 the following worst case daily construction emissions are calculated by CalEEMod and are listed in Table III-6. Although a 15-month construction schedule is anticipated, all heavy equipment operations have been compressed into a single construction year shown in Table III-6 as a worst case assumption.

**Table III-6
CONSTRUCTION ACTIVITY EMISSIONS
MAXIMUM DAILY EMISSIONS (POUNDS/DAY)**

Maximal Construction Emissions	ROG	NOx	CO	SO ₂	PM-10	PM-2.5
2017	41.3	20.1	18.0	0.0	6.1	3.5
SCAQMD Thresholds	75	100	550	150	150	55

Peak daily construction activity emissions are estimated to be below SCAQMD CEQA thresholds without the need for any added mitigation. Therefore, potential construction-related impacts are less than significant for both violation of any standards and from a cumulative impact standpoint. Note that because the SCAB is in non-attainment for ozone and particulates, mitigation to reduce emissions to the extent feasible are still incorporated into this analysis.

Construction equipment exhaust contains carcinogenic compounds within the diesel exhaust particulates. The toxicity of diesel exhaust is evaluated relative to a 24-hour per day, 365 days per year, 70-year lifetime exposure. The SCAQMD does not generally require the analysis of

construction-related diesel emissions relative to health risk due to the short period for which the majority of diesel exhaust would occur. Health risk analyses are typically assessed over a 9-, 30-, or 70-year timeframe and not over a relatively brief construction period due to the lack of health risk associated with such a brief exposure.

Localized Significance Thresholds

The SCAQMD has developed analysis parameters to evaluate ambient air quality on a local level in addition to the more regional emissions-based thresholds of significance. These analysis elements are called Localized Significance Thresholds (LSTs). LSTs were developed in response to Governing Board's Environmental Justice Enhancement Initiative 1-4 and the LST methodology was provisionally adopted in October 2003 and formally approved by SCAQMD's Mobile Source Committee in February 2005.

Use of an LST analysis for a project is optional. For the proposed project, the primary source of possible LST impact would be during construction. LSTs are applicable for a sensitive receptor where it is possible that an individual could remain for 24 hours such as a residence, hospital or convalescent facility.

LSTs are only applicable to the following criteria pollutants: oxides of nitrogen (NOx), carbon monoxide (CO), and particulate matter (PM-10 and PM-2.5). LSTs represent the maximum emissions from a project that are not expected to cause or contribute to an exceedance of the most stringent applicable federal or state ambient air quality standard, and are developed based on the ambient concentrations of that pollutant for each source receptor area and distance to the nearest sensitive receptor.

LST screening tables are available for 25, 50, 100, 200 and 500 meter source-receptor distances. For this project the nearest sensitive receptors are the residential uses to the north, across Orangethorpe Avenue, and are 250 feet from the edge of the site. Therefore, the approximate 75 meter distance was interpolated using thresholds for the 50 meter and 100 meter distances.

The SCAQMD has issued guidance on applying CalEEMod to LSTs. LST pollutant screening level concentration data is currently published for various size sites as well as varying distances. For this project, the most conservative threshold for a one acre site was used. The thresholds and project-related emissions based on the one-acre site are presented in Table III-7.

**Table III-7
LST AND PROJECT EMISSIONS (POUNDS/DAY)**

LST 1 acre/75 meters N Orange County	CO	NOx	PM-10	PM-2.5
LST Thresholds	850	113	17	7
Max On-Site Emissions	18	20	6	4

CalEEMod Output in Appendix

LSTs were compared to the maximum daily construction activities. As seen above, emissions will meet the LST for construction thresholds without the application of additional mitigation. LST impacts or impacts to sensitive receptors are less than significant.

Operational Impacts

Operational emissions were calculated using CalEEMod2013.2.2 for an assumed project build-out year of 2018 as a target for full occupancy. The project would generate 330 weekday daily trips using default trip generation data found in CalEEMod. Note that due to the type of project, daily trip

generation is much less than the model forecast (135 trips per day) which makes the emission forecast very conservative (overpredictive). In addition to mobile sources from vehicles, general development causes smaller amounts of "area source" air pollution to be generated from on-site energy consumption (primarily landscaping) and from off-site electrical generation (lighting). These sources represent a minimal percentage of the total project NOx and CO burdens, and a few percent other pollutants. The inclusion of such emissions adds negligibly to the total significant project-related emissions burden as shown in Table III-8.

**Table III-8
DAILY OPERATIONAL IMPACTS**

Source	Operational Emissions (lbs/day)					
	ROG	NOx	CO	SO ₂	PM-10	PM-2.5
Area	14.9	0.4	29.3	0.0	3.8	3.8
Energy	0.0	0.1	0.0	0.0	0.0	0.0
Mobile	1.1	3.4	13.8	0.0	2.6	0.7
Total	16.0	3.9	43.1	0.1	6.4	4.5
SCAQMD Threshold	55	55	550	150	150	55
Exceeds Threshold?	No	No	No	No	No	No

Source: CalEEMod2013.2.2 Output in Appendix

As seen in Table III-8 the project would not cause any operational emissions to exceed their respective SCAQMD CEQA significance thresholds. Operational emission impacts are judged to be less than significant, because the project will not cause a violation of an air quality standard; will not contribute a cumulatively considerable volume of emissions; and will not cause a significant effect on sensitive receptors. No mitigation for operational activity emissions is required.

The following mitigation measures shall be implemented as Best Available Control Measures (BACMs) under SCAQMD Rule 403 during the construction phase of the project.

III-1 *Fugitive Dust Control: The following measures shall be incorporated into Project plans and specifications for implementation:*

- **Apply soil stabilizers or moisten inactive areas.**
- **Water exposed surfaces as needed to avoid visible dust leaving the construction site (typically 2-3 times/day).**
- **Cover all stock piles with tarps at the end of each day or as needed.**
- **Provide water spray during loading and unloading of earthen materials.**
- **Minimize in-out traffic from construction zone.**
- **Cover all trucks hauling dirt, sand, or loose material and require all trucks to maintain at least two feet of freeboard.**
- **Sweep streets daily if visible soil material is carried out from the construction site.**

Similarly, ozone precursor emissions (ROG and NOx) are calculated to be below SCAQMD CEQA thresholds. However, because of the regional non-attainment for photochemical smog, the use of reasonably available control measures for diesel exhaust during grading and construction will also be required. The following mitigation, therefore, shall be implemented:

III-2 Exhaust Emissions Control: The following measures shall be incorporated into Project plans and specifications for implementation:

- Utilize well-tuned off-road construction equipment.
- Establish a preference for contractors using Tier 3 or better heavy equipment.
- Enforce 5-minute idling limits for both on-road trucks and off-road equipment.

Diesel Particulate Matter Health Risk

With regard to exposure of the structure and future residents to health risks from the train operations on the adjacent railroad tracks (115 feet from the tracks), the project does not have any habitable space that faces the railroad tracks. A variety of health risk assessments (HRAs) have been conducted for placing sensitive receivers such as new homes close to individual tracks. While the health risk in terms of an increased cancer probability is not as great near a given set of tracks as near an entire rail yard, such a risk is not negligible.

An HRA conducted at the fence-line of the UPRR tracks in Ontario for the Guasti General Plan calculated an individual excess cancer probability due to diesel particulate matter (DPM) of 265 in a million from 42 daily freight trains passing the site (the proposed project is at 50 trains per day). The study used the standard conservative assumptions that each receptor would stand at a single location at the fence-line for the next 70 years without ever leaving that spot. It also assumed that no improvements in train exhaust emissions would occur for 70 years.

Interior DPM exposure is less than outside as dust settles on furniture, carpets, drapes, etc. With a reasonable assumption as to the fraction of time the average person spends inside or is completely away from home, rail proximity health risk impact is less-than-significant with mitigation. To support this conclusion, the following prudent protection measures are recommended for minimizing DPM exposure to future project residents both inside and outside their homes. These measures include:

III-3 Occupancy Emissions Operational emissions are not anticipated to exceed their respective SCAQMD significance thresholds with application of the following measure:

- Utilize SCAQMD approved Rule 445 devices rather than wood burning fireplaces for any residential use.
- All residential living areas shall be equipped with air filtration systems operating under positive pressure rated at MERV 13 or higher.
- Replacement filters shall be made available through the apartment management for the project.

With implementation of these measures the potential health risk to sensitive receptors will be controlled to a less than significant impact level.

Odors

Less Than Significant Impact – Heavy-duty equipment in the proposed project area during construction will emit odors; however, the construction activity would cease to occur after a short period of time and diesel odors are common in the environment, particularly adjacent to the railroad tracks. Land uses generally associated with odor complaints include:

- Agricultural uses (livestock and farming)
- Wastewater treatment plants

- Food processing plants
- Chemical plants
- Composting operations
- Refineries
- Landfills
- Dairies
- Fiberglass molding facilities

The proposed project does not propose any such uses or activities that would result in potentially significant operational-source odor impacts. Potential sources of operational odors generated by the project would include disposal of miscellaneous municipal refuse. Consistent with City requirements, all project-generated refuse would be stored in covered containers and removed at regular intervals in compliance with solid waste regulations, thereby precluding substantial generation of odors due to temporary holding of refuse on-site. Moreover, SCAQMD Rule 402 acts to prevent occurrences of odor nuisances. No other sources of objectionable odors have been identified for the proposed project, and the impact from diesel odors is not forecast to result in a significant odor impact at the project location.

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

SUBSTANTIATION: The following information utilized in this section of the Initial Study was obtained from the U.S. Fish and Wildlife Service IPaC Trust Resources Report generated on July 6, 2016, pertaining to the Veteran's Village project area only, which is provided as Appendix 2 to this document.

- a. *No Impact* – The Veteran's Village project site and surrounding area are urbanized, and the site itself contains no natural habitat and no potential to support any species identified as a candidate, sensitive or special status species. With no habitat or species of concern located within the project area, the implementation of the Veteran's Village Project has no potential for impact to any native biological resources. No impacts are anticipated.

- b. *No Impact* – The project site and surrounding area do not contain any riparian habitat or other sensitive natural community resources. Therefore, no adverse impact to riparian habitat or any native biological resources would occur from implementing the proposed project.
- c. *No Impact* – According to the IPaC Trust Resources Report (Appendix 2), the project site does not contain any wetlands as defined by Section 404 of the Clean Water Act, or any other sensitive natural community resource. Though the IPaC Trust Resources Report states that wetlands do occur in the area, in the form of riverine habitat, this is due to the Atwood Flood Control Channel to the south of the project site. No impacts to this channel would occur with the implementation of the proposed project. No impacts are anticipated.
- d. *No Impact* – As indicated previously, the site and environs are completely urbanized; no large areas of open space exist in the immediate project area that would facilitate wildlife movement. Furthermore, wildlife movement would be constrained by the existing arterial roadway system in the project area as well as the intensive development. Therefore, with no native habitat, and no wildlife corridors that traverse the project site, implementation of the proposed project has no potential to interfere with the movement of native animals of any kind, or to impede the use of any native wildlife nursery sites. No impacts to wildlife movement would occur as a result of project implementation.
- e. *No Impact* – The project area does not contain any native plants, including trees. Random trees occur on the outskirts of the property, but these non-native species that are not covered by local policies or ordinances. Therefore, the proposed project does not have a potential to conflict with any policies or ordinances that protect native biological resources. No impacts will occur as a result of project implementation.
- f. *No Impact* – The Veteran's Village project site and surrounding area are not covered by an adopted Habitat Conservation Plan (HCP) or Natural Community Conservation Plan (NCCP), and there are no other adopted plans to protect native habitats or natural communities that affect the project site. Therefore, the proposed project does not have a potential conflict with any such plans. No impacts will occur.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
V. CULTURAL RESOURCES: Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in '15064.5?		X		
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to '15064.5?		X		
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		X		
d) Disturb any human remains, including those interred outside of formal cemeteries?			X	
e) Cause a substantial adverse change in the significance of a tribal cultural resource pursuant to AB 52?				X

SUBSTANTIATION: A cultural resources report has been prepared to evaluate the potential for cultural resources to occur within the project area of potential effect. This report was prepared by CRM TECH on September 8, 2016 and is titled: "Historical/Archaeological Resources Records Check Veteran's Village Project." The following information is abstracted from Appendix 3:

Background

The records search was conducted on July 25, 2016, by CRM TECH archaeologist Nina Gallardo, B.A., at the South Central Coastal Information Center (SCCIC), California State University, Fullerton. During the records search, Gallardo examined maps and records on file at the SCCIC for previously identified historical/ archaeological resources in or near the APE and existing cultural resources reports pertaining to the vicinity. Previously identified historical/archaeological resources include properties designated as California Historical Landmarks or Points of Historical Interest as well as those listed in the National Register of Historic Places, the California Register of Historical Resources, or the California Historical Resources Inventory.

The results of the records search indicate that the APE was included in a 2002 survey of historic-period buildings in the City of Placentia (Antram et al. 2002), but there is no evidence that the APE has been surveyed systematically for potential archaeological resources. No historical/archaeological resources were previously recorded within or adjacent to the APE. Outside the APE but within a one-mile radius, SCCIC records show at least 28 other previous cultural resources studies covering various tracts of land and linear features. As a result, two prehistoric—i.e., Native American—archaeological sites and 40 historic-period buildings have been recorded within the scope of the records search.

Both of the archaeological sites consisted of scattered prehistoric artifacts, mainly groundstone tools, found in the 1970s. The closer of the two, 30-000593 (CA-ORA-593), was recorded as a surface scatter of manos, stone bowl fragments, metate fragments, and a steatite pipe stem found in an orange grove approximately 0.3 mile northeast of the project location. The 40 historic-period buildings were mostly

single-family residences. None of these recorded cultural resources was found in the immediate vicinity of the APE, and thus none of them requires further consideration in connection to this project.

The APE has remained undeveloped but was periodically cleared (NETR Online 1972-2012; Google Earth 1994-2016). It was briefly used as a vehicle yard around 2002-2003, and no other activities were evident on the property (NETR Online 2002-2012; Google Earth 2002-2016).

In summary, sources consulted during this study indicate that no cultural resources were previously identified within or adjacent to the APE, but that the APE has not been surveyed systematically and intensively in the past, especially for potential archaeological resources. Based on the sources consulted during this study, the APE does not contain any built-environment feature of historical origin despite the presence of linear features just outside the project boundaries. Furthermore, in light of its land use history and the extensive ground disturbances in the past, the APE appears to be relatively low in sensitivity for potentially significant archaeological resources.

a&b. *Less Than Significant Impact With Mitigation Incorporated* – CEQA establishes that "a project that may cause a substantial adverse change in the significance of a historical resource is a project that may have a significant effect on the environment" (PRC §21084.1). "Substantial adverse change," according to PRC §5020.1(q), "means demolition, destruction, relocation, or alteration such that the significance of a historical resource would be impaired."

Per the above discussion and definition, no historical or archaeological sites or isolates were recorded within the Project boundaries; thus, none of them requires further consideration during this study.

In light of this information and pursuant to PRC §21084.1, the following conclusions have been reached for the Project:

- No historical resources within or adjacent to the Project area have any potential to be disturbed as they are not within the proposed area in which the facilities will be constructed and developed, and thus, the Project as it is currently proposed will not cause a substantial adverse change to any known historical resources.
- No further cultural resources investigation is necessary for the proposed project unless construction plans undergo such changes as to include areas not covered by this study.

However, if buried cultural materials are discovered during any earth-moving operations associated with the Project, the following mitigation measure shall be implemented:

V-1 *Should any cultural resources be encountered during construction of these facilities, earthmoving or grading activities in the immediate area of the finds shall be halted and an onsite inspection shall be performed immediately by a qualified archaeologist. Responsibility for making this determination shall be with the City onsite inspector. The archaeological professional shall assess the find, determine its significance, and make recommendations for appropriate mitigation measures within the guidelines of the California Environmental Quality Act.*

With the above contingency mitigation incorporation, potential for impact to cultural resources will be reduced to a less than significant level. No additional mitigation is required.

c. *Less Than Significant Impact With Mitigation Incorporated* – The potential for discovering paleontological resources during development of the Project is considered highly unlikely based on the fact that the site has been previously engineered and disturbed at depth. No unique geologic features are known or suspected to occur on or beneath the sites. However, because the Project has not been surveyed in recent history, and the fact that these resources are located beneath the

surface and can only be discovered as a result of ground disturbance activities; therefore, the following measure shall be implemented:

V-2 *Should any paleontological resources be encountered during construction of these facilities, earthmoving or grading activities in the immediate area of the finds shall be halted and an onsite inspection should be performed immediately by a qualified paleontologist. Responsibility for making this determination shall be with the City onsite inspector. The paleontological professional shall assess the find, determine its significance, and make recommendations for appropriate mitigation measures within the guidelines of the California Environmental Quality Act.*

With incorporation of this contingency mitigation, the potential for impact to paleontological resources will be reduced to a less than significant level. No additional mitigation is required.

- d. *Less Than Significant Impact* – As noted in the discussion above, no available information suggests that human remains may occur within the APE and the potential for such an occurrence is considered very low. State law (Section 7050.5 of the Health and Safety Code) as well as local laws requires that the Police Department, County Sheriff and Coroner's Office receive notification if human remains are encountered. Compliance with these laws is considered adequate mitigation for potential impacts and no further mitigation is required.
- e. *No Impact* – The City distributed letters to Native American tribes that requested consultation and no responses were received. Therefore, no adverse change in any tribal cultural resources is anticipated.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
VI. GEOLOGY AND SOILS: Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
§ Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
§ Strong seismic ground shaking?			X	
§ Seismic-related ground failure, including liquefaction?			X	
§ Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?		X		
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in onsite or offsite landslide, lateral spreading, subsidence, liquefaction or collapse?		X		
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				X

SUBSTANTIATION

a. Ground Rupture

No Impact – According to the Draft General Plan Safety Element, the City of Placentia does not have any active faults located within its boundary, this is shown on the Fault Map obtained from the United States Geological Survey (Figure VI-1). Based on the information in the Placentia General Plan, the potential ground rupture is considered to be low; therefore, future residents and employees of the Veteran's Village will not be subject to rupture from a known earthquake fault. And potential impacts are deemed to be less than significant; no mitigation measures are required.

Strong Seismic Ground Shaking

Less Than Significant Impact – The City of Placentia Draft General Plan Safety Element indicates that the City is exposed to moderate to severe seismic shaking. Some degree of structural damage could occur due to stronger seismic shaking. However, the risk can be reduced through adherence to seismic design codes in the California Building Code, 2013. Since this is a General Plan policy, and therefore mandatory, no mitigation is required in order to minimize impacts to the proposed Veteran's Village from ground shaking.

Seismic-Related Ground Failure Including Liquefaction

Less Than Significant Impact – The Draft General Plan Safety Element indicates that portions of the City are exposed to limited liquefaction hazards. The State of California Seismic Hazard Zones, Orange Quadrangle shows that the proposed project site is located within an area with historic occurrences of liquefaction (Figure VI-2). Some degree of structural damage may occur due to potential liquefaction within the project area. The City's building codes require structures in liquefaction areas to be designed to withstand the potential impacts that could be caused by liquefaction. Since this is a building code requirement, and is therefore mandatory, no mitigation is required to minimize future impacts to structures from liquefaction hazard.

Landslides

No Impact – The project area does not have substantial slopes or hills located within its boundaries. The majority of the City, including the proposed Veteran's Village site, is not identified as having a significant landslide hazard. Figure VI-2 shows that the project area is not located within an earthquake induced landslide zone. Therefore, with no potential for landslides, the proposed project will not expose future residential structures to such hazards.

b&c. *Less Than Significant Impact With Mitigation Incorporated* – Due to the existing graded and disturbed nature of the project site, and the type of project being proposed, a potential for soil erosion, loss of topsoil, and/or placing structures on unstable soils is generally considered less than significant. The project site currently consists of a mix of asphalt/pavement, compacted dirt, and scattered weeds. However, during Project construction when soils are exposed, temporary soil erosion may occur even on a relatively flat, compacted surface, which could be exacerbated by rainfall. Project grading would be managed through the preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP), and a Water Quality Management Plan will be required to meet best management practices to achieve concurrent water quality controls after construction is completed and the Veteran's Village is in operation. The following mitigation measures shall be implemented to address these issues:

VI-1 *Stored backfill material shall be covered with water resistant material during periods of heavy precipitation to reduce the potential for rainfall erosion of stored backfill material. If covering is not feasible, then measures such as the use of straw bales or sand bags shall be used to capture and hold eroded material on the Project site for future cleanup.*

VI-2 *All exposed, disturbed soil (trenches, stored backfill, etc.) shall be sprayed with water or soil binders twice a day, or more frequently if fugitive dust is observed migrating from the site within which the Veteran's Village is being constructed.*

VI-3 *The WQMP shall incorporate Low Impact Development designs to manage storm water runoff post development. The WQMP shall incorporate an appropriate hydrology evaluation to demonstrate no downstream discharges meet both water quality and drainage system requirements.*

- d. *Less Than Significant Impact* – The project site is an infill site, relatively flat and surrounded by commercial and industrial development. As discussed in the General Plan, expansive soils within the City appear “to pose no significant development constraint or land use planning impact so long as adequate pre-development and designs are utilized” (Safety Element 1-13 to 1-14). These pre-development and design requirements are addressed in the City’s building code, and are therefore mandatory. Additionally, according to the United States Department of Agriculture Web Soil Survey, the project Area of Potential Effect (APE) is underlain by an alluvial fan composed of loamy sand and stratified sand to fine sandy loam (Attachment X). These soils have a low shrink-swell potential. Therefore, development of the Veteran’s Village has no potential to expose life or property to substantial risks due to the presence of expansive soils. No mitigation is required.
- e. *No Impact* – The Veteran’s Village project area will be served by the existing wastewater collection system (sewer); the Project does not propose to utilize septic tanks or alternative onsite disposal systems. Therefore, the proposed project does not rely on such soils and no adverse impacts can result under this issue.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
VII. GREENHOUSE GAS EMISSIONS: Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	

SUBSTANTIATION: The information provided in the following text is abstracted from an air quality and greenhouse gas technical study titled: "Air Quality and GHG Impact Analyses, Veteran's Village, City of Placentia, California" prepared by Giroux & Associates dated September 2, 2016. This study is provided as Appendix 1 of this document. Please refer to the AQ Analysis in Appendix 1 for a detailed discussion of the background and physical setting as well as the regulatory setting for federal and California Greenhouse Gases (GHG).

a&b. *Less Than Significant Impact* – "Greenhouse gases" (so called because of their role in trapping heat near the surface of the earth) emitted by human activity are implicated in global climate change, commonly referred to as "global warming." These greenhouse gases contribute to an increase in the temperature of the earth's atmosphere by transparency to short wavelength visible sunlight, but near opacity to outgoing terrestrial long wavelength heat radiation in some parts of the infrared spectrum. The principal greenhouse gases (GHGs) are carbon dioxide, methane, nitrous oxide, ozone, and water vapor. For purposes of planning and regulation, Section 15364.5 of the California Code of Regulations defines GHGs to include carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons and sulfur hexafluoride. Fossil fuel consumption in the transportation sector (on-road motor vehicles, off-highway mobile sources, and aircraft) is the single largest source of GHG emissions, accounting for approximately half of GHG emissions globally. Industrial and commercial sources are the second largest contributors of GHG emissions with about one-fourth of total emissions.

California has passed several bills and the Governor has signed at least three executive orders regarding greenhouse gases. GHG statutes and executive orders (EO) include AB 32, SB 1368, EO S-03-05, EO S-20-06 and EO S-01-07.

AB 32 is one of the most significant pieces of environmental legislation that California has adopted. Among other things, it is designed to maintain California's reputation as a "national and international leader on energy conservation and environmental stewardship." It will have wide-ranging effects on California businesses and lifestyles as well as far reaching effects on other states and countries. A unique aspect of AB 32, beyond its broad and wide-ranging mandatory provisions and dramatic GHG reductions are the short time frames within which it must be implemented. Major components of the AB 32 include:

- Require the monitoring and reporting of GHG emissions beginning with sources or categories of sources that contribute the most to statewide emissions.
- Requires immediate "early action" control programs on the most readily controlled GHG sources.
- Mandates that by 2020, California's GHG emissions be reduced to 1990 levels.

- Forces an overall reduction of GHG gases in California by 25-40%, from business as usual, to be achieved by 2020.
- Must complement efforts to achieve and maintain federal and state ambient air quality standards and to reduce toxic air contaminants.

Statewide, the framework for developing the implementing regulations for AB 32 is under way. Maximum GHG reductions are expected to derive from increased vehicle fuel efficiency, from greater use of renewable energy and from increased structural energy efficiency. Additionally, through the California Climate Action Registry (CCAR now called the Climate Action Reserve), general and industry-specific protocols for assessing and reporting GHG emissions have been developed. GHG sources are categorized into direct sources (i.e. company owned) and indirect sources (i.e. not company owned). Direct sources include combustion emissions from on-and off-road mobile sources, and fugitive emissions. Indirect sources include off-site electricity generation and non-company owned mobile sources.

Thresholds of Significance

In response to the requirements of SB97, the State Resources Agency developed guidelines for the treatment of GHG emissions under CEQA. These new guidelines became state laws as part of Title 14 of the California Code of Regulations in March, 2010. The CEQA Appendix G guidelines were modified to include GHG as a required analysis element. A project would have a potentially significant impact if it:

- Generates GHG emissions, directly or indirectly, that may have a significant impact on the environment, or,
- Conflicts with an applicable plan, policy or regulation adopted to reduce GHG emissions.

Section 15064.4 of the Code specifies how significance of GHG emissions is to be evaluated. The process is broken down into quantification of project-related GHG emissions, making a determination of significance, and specification of any appropriate mitigation if impacts are found to be potentially significant. At each of these steps, the new GHG guidelines afford the lead agency with substantial flexibility.

Emissions identification may be quantitative, qualitative or based on performance standards. CEQA guidelines allow the lead agency to "select the model or methodology it considers most appropriate." The most common practice for transportation/combustion GHG emissions quantification is to use a computer model such as CalEEMod, as was used in the ensuing analysis.

The significance of those emissions then must be evaluated; the selection of a threshold of significance must take into consideration what level of GHG emissions would be cumulatively considerable. The guidelines are clear that they do not support a zero net emissions threshold. If the lead agency does not have sufficient expertise in evaluating GHG impacts, it may rely on thresholds adopted by an agency with greater expertise.

On December 5, 2008 the SCAQMD Governing Board adopted an Interim quantitative GHG Significance Threshold for industrial projects where the SCAQMD is the lead agency (e.g., stationary source permit projects, rules, plans, etc.) of 10,000 Metric Tons (MT) CO₂ equivalent/year. In September 2010, the SCAQMD CEQA Significance Thresholds GHG Working Group released revisions which recommended a threshold of 3,000 MT CO₂e for all land use projects. This 3,000 MT/year recommendation has been used as a guideline for this analysis. In the absence of an adopted numerical threshold of significance, project related GHG emissions in excess of the guideline level are presumed to trigger a requirement for enhanced GHG reduction at the project level. Project Related GHG Emissions Generation.

Construction Activity GHG Emissions

The project is assumed to require approximately 15 months for construction. During project construction, the CalEEMod2013.2.2 computer model predicts that the construction activities will generate the annual CO₂e emissions identified in Table VII-1.

**Table VII-1
CONSTRUCTION EMISSIONS (METRIC TONS CO₂E)**

	CO ₂ e
Year 2017	262.6
Amortized	8.8

CalEEMod Output provided in appendix

SCAQMD GHG emissions policy from construction activities is to amortize emissions over a 30-year lifetime. As indicated in the table, the 262.6 MT of CO₂e equates to 8.8 MT of CO₂e per year over the 30-year amortization. Project-related GHG impacts from construction are considered individually less than significant.

Project Operational GHG Emissions

The input assumptions for operational GHG emissions calculations, and the GHG conversion from consumption to annual regional CO₂e emissions are summarized in the CalEEMod2013.2.2 output files found in the appendix of this report.

The total operational and annualized construction emissions for the proposed project are identified in Table VII-2.

**Table VII-2
PROPOSED USES OPERATIONAL EMISSIONS**

Consumption Source	MT CO ₂ e
Area Sources	16.8
Energy Utilization	79.8
Mobile Source	468.7
Solid Waste Generation	10.5
Water Consumption	22.8
Construction	8.8
Total	607.4
Guideline Threshold	3,000
Exceeds Threshold?	No

Total 607.4 MT CO₂e of project GHG emissions are substantially below the proposed significance threshold of 3,000 MT suggested by the SCAQMD. Hence, the project will not result in generation of a significant level of greenhouse gases. No mitigation measures are required.

Consistency with GHG Plans, Programs and Policies

The City of Placentia has not yet developed a Greenhouse Gas Reduction Plan. The applicable GHG planning document is AB-32. As discussed above, the project is not expected to result in a significant increase in GHG emissions. As a result, the project results in GHG emissions below the recommended SCAQMD 3,000 metric ton threshold. Therefore, the project would not conflict with any applicable plan, policy, or regulation to reduce GHG emissions.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
VIII. HAZARDS AND HAZARDOUS MATERIALS: Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?		X		
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?		X		
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			X	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			X	
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X

SUBSTANTIATION

a&b. *Less Than Significant Impact With Mitigation Incorporated* – The proposed residential Project is not associated with the routine transport, use, or disposal of hazardous materials because residential uses do not utilize large quantities of hazardous materials and therefore do not require the transport of large quantities of hazardous materials that could be discharged into the environment; but it may create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment during

construction. During construction there is a potential for accidental release of petroleum products in sufficient quantity to pose a significant hazard to people or the environment. The following mitigation measure will be incorporated into the SWPPP prepared for the Project and it can reduce such a hazard to a less than significant level.

VIII-1 All spills or leakage of petroleum products during construction activities shall be remediated in compliance with applicable state and local regulations regarding cleanup and disposal of the contaminant released. Any contaminated waste will be collected and disposed of at an appropriately licensed disposal or treatment facility. This measure will be incorporated into the SWPPP prepared for the Project development.

- c. *No Impact* – The Project will not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or water because the proposed development is residential in nature. No existing or proposed schools are located within a one-quarter miles distance of the project area. No adverse impacts are anticipated to occur as a result of project implementation.
- d. *Less Than Significant Impact* – According to the California State Water Board's GeoTracker website, which provides information regarding Leaking Underground Storage Tanks (LUST), there are several LUST cleanup sites within a 2,500 foot radius of the Project site (Figure VIII-1); however, there are no open cases of LUST sites as all of them have been remediated. Though there are several remediated cases of LUST Cleanup sites, the proposed Project will not be located in an area affected by any of these sites; further, the areas of contamination that were affected by these LUST Cleanup sites are well below the ground surface, while the Veteran's Village will be constructed at surface level. Thus, based on the available data, there is no evidence that supports the presence of hazardous wastes, contamination, or the potential to encounter hazardous waste or contaminated material on the project site. Therefore, any potential impacts are considered less than significant. No mitigation is required.
- e. *No Impact* – There are no public airports located within two miles of the Project site. Therefore, the project area has no potential to cause or experience any adverse impact related to public airport operations. No impacts will occur as a result of project implementation.
- f. *No Impact* – There are no private airstrips located within two miles of the Project site. Therefore, the project area has no potential to cause or experience any adverse impact related to private airstrip operations. No impacts will occur as a result of project implementation.
- g. *Less Than Significant Impact* – The Veteran's Village site is not located along any primary evacuation route located within the City of Placentia. Therefore, the potential for the development of the Project to physically interfere with any adopted emergency response plans, or evacuation plans is considered a less than significant impact.
- h. *No Impact* – The City of Placentia does contain areas that are exposed to wildland fire hazards along the northern perimeter of the City. However, the Veteran's Village site is located in the southernmost portion of the City near the BNSF Railway tracks, which is an area that does not contain any wildland fire hazards (e.g., steep slopes, high fuel loads, etc.). Therefore, project implementation would not result and a potential to expose people or structures to fire hazards. Potential project-related impacts are less than significant; no mitigation measures are required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
IX. HYDROLOGY AND WATER QUALITY: Would the project:				
a) Violate any water quality standards or waste discharge requirements?		X		
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			X	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation onsite or offsite?		X		
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding onsite or offsite?			X	
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?			X	
f) Otherwise substantially degrade water quality?			X	
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?			X	
j) Inundation by seiche, tsunami, or mudflow?				X

SUBSTANTIATION

- a. *Less Than Significant Impact with Mitigation Incorporated* – The proposed Veteran's Village site is in a developed area, and is covered by asphalt, compacted dirt, and scattered weeds. For a developed area, the only three sources of potential violation of water quality standards or waste discharge requirements are from generation of municipal wastewater; from stormwater runoff; and potential discharges of pollutants, such as accidental spills. Wastewater is delivered to Orange County water reclamation facilities that meet waste discharge requirements imposed by the Santa Ana Regional Water Quality Control Board. To address stormwater and accidental spills within this environment, any new project must ensure that site development implements a Storm Water Pollution Prevention Plan (SWPPP) to control potential sources of water pollution that could violate any standards or discharge requirements during construction and a Water Quality Management Plan (WQMP) to ensure that project-related surface runoff meets discharge requirements over the long term. With implementation of these mandatory Plans and their Best Management Practices, as well as mitigation measure VIII-1 above, the development of the Veteran's Village will not cause a violation of any water quality standards or waste discharge requirements.
- b. *Less Than Significant Impact* – The Project site was previously graded and contains a mixture of asphalt, compacted dirt, and scattered weeds on the ground surface. Because the project site is compacted, the Project area does not function as a recharge area for the regional aquifer. There are no groundwater wells located within the vicinity of the project site, and the development of the structure that will make up the Veteran's Village has no potential to directly intercept the groundwater table within the project area. The addition of 50 multi-family units (totaling approximately 55 persons) is not forecast to cause a significant demand for new groundwater supplies. The potential impact under this proposed project is considered less than significant; no mitigation measures are required.
- c. *Less Than Significant With Mitigation Incorporated* – Though the Atwood Flood Control Channel lies to the south of the project site, development of the Veteran's Village will not directly impact this channel, and there are not any other streams or channels within the vicinity of the project site. Thus, the proposed project will not substantially alter the actual drainage system, but it will alter onsite flows. The project area is already compacted and it is assumed that almost 100% of the rainfall leaves the project area through the existing drainage system as stormwater runoff. The volume of runoff is not forecast to be substantially increased onsite, but the occupied site may generate urban pollutants that will need to be managed through implementation of a WQMP. Mitigation measure VI-3 requires a Low Impact Development WQMP to be implemented for the proposed project. Therefore, with mitigation the proposed project will not substantially alter this existing drainage system and therefore has no potential to cause substantial erosion or siltation on- or offsite.
- d. *Less Than Significant Impact* – As discussed under issue IX.c. above, the drainage pattern of the site will not be altered and the site as it currently exists functions as a nearly impervious surface. Development of the project site as the Veteran's Village will incorporate more landscaping within an almost 100% existing impervious surface, and has a less than significant potential to cause additional runoff. All drainage from the site will leave through existing or project designed drainage systems as stormwater runoff. The Project would not create or contribute to runoff water that would exceed the capacity of existing or planned drainage system or provide substantial additional sources of polluted runoff. Impacts to this issue are considered less than significant. No mitigation is required.
- e. *Less Than Significant Impact* – As indicated under issues IX.c. and IX.d., the project site is already compacted and runoff from the area is not forecast to increase as a result of developing the project area under the proposed Veteran's Village Project. Potential sources of pollution within the project area remain essentially the same, except as noted in the preceding discussions where Best

Management Practices (BMPS) are implemented through new SWPPPs and WQMPs must be implemented in conjunction with future development.

- f. *Less Than Significant Impact* – As discussed under issues IX.c., IX.d., and IX.e, the project area is already compacted, with existing drainage systems in place to collect and transport stormwater runoff. The use of the Project site for housing, instead of for industrial purposes—which is what the Project site is zoned for by the current General Plan—will continue the pattern of urban runoff, but the Veteran's Village development will require more stringent BMPs and therefore, will not contribute to any additional substantial degradation of water quality. Consequently, the project would not otherwise substantially degrade water quality. The proposed project impact is forecast to be a less than significant.
- g. *No Impact* – The proposed site for the Veteran's Village is not located within an area subject to 100-year flood hazards. Therefore, the development of the Project will not be exposed to such hazards. No impacts will occur as a result of project implementation.
- h. *No Impact* – The proposed site for the Veteran's Village is not located within an area subject to 100-year flood hazards. Therefore, the development of the Project will not be exposed to such hazards. No potential exists to impede or redirect flood flows. No impacts will occur as a result of project implementation.
- i. *Less Than Significant Impact* – The City of Placentia is exposed to limited dam inundation hazards from Carbon Canyon Dam. This hazard occurs in the northeastern portion of the City along the Carbon Canyon Creek. The Veteran's Village is located in the southeastern portion of the City. Therefore, the site is minimally exposed to this hazard, which represents a less than significant impact; no mitigation measures are required.
- j. *No Impact* – According to the Placentia General Plan Safety Element, seiche, tsunamis, and mudflow are not events that could occur in or affect the City. Therefore, no adverse impact under this issue can occur from the development of the Veteran's Village.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
X. LAND USE AND PLANNING: Would the project:				
a) Physically divide an established community?			X	
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?		X		
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X

SUBSTANTIATION

- a. *Less Than Significant Impact* – The proposed Veteran's Village project will require approval of an amendment to the Land Use Element of the Placentia General Plan and a zone change by the Placentia City Council. The current General Plan Land Use Designation is Industrial, and the current zoning classification is C-M (Commercial-Manufacturing). Surrounding the site to the east, west, and south is a commercial and industrial corridor with minimal residential housing within a quarter mile radius. Residential housing exists to the north of the site, across Orangethorpe Avenue and the railroad tracks. The proposed project will not divide an established community, but instead will establish a new residential use with accompanying services for homeless and/or disabled veterans within this existing commercial and industrial corridor. The purpose and need for this development is to provide low-income housing for an underserved community (homeless and or/disabled veterans) within the City of Placentia. Lakeview Avenue, to the east of the Project site, is being extended by bridge from the residential community to the commercial/industrial corridor, which will facilitate movement between the two communities. The City of Placentia supports the proposed development as discussed in the Project Description, and therefore, the location of the Veteran's Village will serve the needs of the community as deemed appropriate by City goals and policies. Any impacts to this issue from implementation the proposed project, after approval of the land use designation changes, are considered less than significant.
- b. *Less Than Significant Impact With Mitigation Incorporated* – Please refer to the discussion under issue a, above. At the present time the current General Plan Land Use Designation is Industrial, and the current zoning classification is C-M (Commercial-Manufacturing). To accommodate the lack of low-income housing and the increased demand for it within the City, the City is conditionally seeking —by imposing conditions of approval, including mitigation measures—to allow the developer to implement the Veteran's Village project as a measure to fulfill this need. The area in the immediate vicinity of the project does not contain any residential development; however, across the railroad tracks and Orangethorpe Avenue to the north, the land use is almost entirely residential. Though this project will require approval of a general plan amendment and zone change, the project itself is not forecast to conflict with the applicable land use plan because the proposed project design makes improvements (refer to the Air Quality and Noise section of this Initial Study and to the discussion below) to the environment at this location within the City. The Administrative Draft of the Placentia General Plan Land Use Element Goal LU-1 states:

"Provide a well-balanced land use pattern that accommodates existing and future needs for housing, commercial, industrial and open space/recreation uses while providing adequate community services to City residents."

There is a potential for conflicts between the proposed Veteran's Village project and the surrounding land uses. These conflicts include higher than normal background noise at the site (rail, Orangethorpe Avenue traffic, and adjacent industrial uses) and potential exposure to diesel particulate air pollutants from these adjacent uses. If this development is to proceed, it will require substantial mitigation (refer to the Air and Noise Sections) to reduce interior noise and air pollutant concentrations and make the proposed development compatible with surrounding existing land uses. The requisite mitigation to achieve compatibility is identified under the respective environmental issue discussions (Air Quality and Noise), thus, there is no "land use" related mitigation that is required to support reducing these compatibility issues to a less than significant level.

The proposed project would accommodate the current and future need within the City for low to very low income housing, as well as provide services to the community of homeless veterans and/or veterans who reside within the City, even though the site in which the Project will be implemented requires a general plan amendment in order for a residential use of this type to be permitted by the General Plan or City zoning ordinances. The Project will be required to comply with all other City ordinances and development codes under the General Plan once the land use designation changes have been approved. In addition, the project must also be designed to avoid or reduce the land use conflicts. Based on this information, implementation of the Veteran's Village would not cause a significant impact by conflicting 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. Impacts under this issue are considered less than significant with the mitigation incorporated in the Air Quality and Noise sections as stated under issue a above. No additional mitigation is required.

- c. *No Impact* – The City of Placentia does not contain any areas that are located within a habitat conservation planning area or natural community conservation planning area. Therefore, the proposed Veteran's Village has no potential to conflict with such planning areas.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XI. MINERAL RESOURCES: Would the project:				
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?				X
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

SUBSTANTIATION

- a. *No Impact* – The proposed Veteran's Village site is in an urbanized area of Orange County within the City of Placentia. Although undeveloped, the site is covered by asphalt, compacted dirt, and scattered weeds. There are no known mineral resources within the Project area, and it is not designated for mineral resource exploitation either by the City of Placentia or the County of Orange. The development of the Veteran's Village on the Project site will not cause any loss of mineral resource values to the region or residents of the state. No impacts will occur to mineral resources with the implementation of the proposed project.
- b. *No Impact* – Refer to the discussion under issue XI.a. above. The site is not identified as a mineral resources on the Placentia General Plan and, furthermore, there are no known locally important mineral resource recovery sites within the project area and none are delineated in the City's General Plan or any other plan. Therefore, project implementation would not result in the loss of any locally important mineral resources identified by the City of Placentia.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XII. NOISE: Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		X		
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?		X		
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X

SUBSTANTIATION: The information provided in the following text is abstracted from noise and vibration technical study titled: "Noise Impact Analysis, Veteran's Village, City of Placentia, California" prepared by Giroux & Associates dated November 8, 2016. This document is provided as Appendix 4 "Noise Analysis."

Background

For a detailed analysis of the Noise and Vibration setting within the City of Placentia and in the vicinity of the Project area, refer to Appendix 4 Noise Analysis. The thresholds of significance—noise standards—within the City of Placentia and as developed by the U.S. Department of Housing and Urban Management Guidelines and State of California Guidelines are utilized in this document as the applicable Noise Standards applied to the Project in determining whether a significant impact will occur. However, under the Placentia Municipal Code (Section 23.81.170), construction related activities are exempt from noise regulations provided that the activities take place between the hours of 7 a.m. to 7 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday. No construction activities are allowed on Sundays or Federal Holidays.

Table XII-1
NOISE AND LAND USE COMPATIBILITY MATRIX

Land Use Category	Community Noise Exposure			
	Ldn or CNEL, dB			
	Normally Acceptable	Conditionally Acceptable	Normally Unacceptable	Clearly Unacceptable
Residential-Low Density	50-60	60-65	65-75	75-85
Residential-Multiple Family	50-60	60-65	65-75	75-85
Transient Lodging-Motel, Hotels	50-65	65-70	70-80	80-85
Schools, Libraries, Churches, Hospitals, Nursing Homes	50-60	60-65	65-80	80-85
Auditoriums, Concert Halls, Amphitheaters	NA	50-65	NA	65-85
Sports Arenas, Outdoor Spectator Sports	NA	50-70	NA	70-85
Playgrounds, Neighborhood Parks	50-70	NA	70-75	75-85
Golf Courses, Riding Stables, Water Recreation, Cemeteries	50-70	NA	70-80	80-85
Office Buildings, Business Commercial and Professional	50-67.5	67.5-75	75-85	NA
Industrial, Manufacturing, Utilities, Agriculture	50-70	70-75	75-85	NA
<p>NOTES:</p> <p>NORMALLY ACCEPTABLE Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction, without any special noise insulation requirements.</p> <p>CONDITIONALLY ACCEPTABLE New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed noise insulation features included in the design. Conventional construction, but with closed windows and fresh air supply systems or air conditioning will normally suffice.</p> <p>NORMALLY UNACCEPTABLE New Construction or development should be discouraged. If new construction or development does proceed, a detailed analysis of the noise reduction requirements must be made and needed noise insulation features included in the design.</p> <p>CLEARLY UNACCEPTABLE New construction or development should generally not be undertaken.</p> <p>NA: Not Applicable</p> <p>Source: Modified from U.S. Department of Housing and Urban Development Guidelines and State of California Standards.</p>				

**Table XII-2
 CITY OF PLACENTIA RESIDENTIAL NOISE STANDARDS**

Noise Zone	Noise Level	Time Period
Residential	55 dB(A)	7:00 a.m.–10:00 p.m.
	50 dB(A)	10:00 p.m.–7:00 a.m.
Commercial	65 dB(A)	Anytime
Industrial	70 dB(A)	Anytime

Baseline train operations noise levels at the Project site is 79 dB CNEL at the Placentia Veteran's Village building façade because the Burlington Northern Santa Fe Railroad (BNSF) line is located north and adjacent to the proposed project site. An estimated 50 trains per day, or two trains per hour, travel through this corridor.

- a. *Less Than Significant With Mitigation Incorporated* – The Project site is located in an area of a high background noise environment (79 dB, CNEL) due to the presence of the BNSF railroad corridor just north of the project site, as described above. Other sources of ambient noise include traffic along Orangethorpe Avenue to the north, which creates a noise environment of 65.5 dB CNEL at the Project site. This noise is considered negligible because of the noise presence of the railroad, which is closer to the site than Orangethorpe Avenue.

However, because of the location of the Project, the construction of a multi-family residential complex at this site would expose persons working and residing at the Veteran's Village to noise levels in excess of standards established in the City General Plan/Placentia Municipal Code without the implementation of several mitigation measures. Exterior and Interior noise at the ground level would be mitigated through the construction of an 8-foot wall, which is part of the overall site design, along the shared property line with the railroad tracks; however, the upper levels of the 3-story structure will not benefit from the implementation of this 8-foot wall and will have to achieve noise attenuation with additional measures in the structure itself.

The analysis in Appendix 4 indicates that the balconies and patios will not be exposed to excess noise because they face the opposite direction of the railroad (on the south side of the structure) and Orangethorpe Avenue. They will be protected by the new building itself and would be expected to achieve a conditionally acceptable noise level of 65 dB CNEL with no further mitigation at the balconies and patios..

The requirement for habitable interior space is a noise level of less than 45 dB CNEL with windows and doors closed. However, because project design provides an extra layer of protection with no living space immediately adjacent to the railroad track, an extra 5 dBA of noise protection is afforded. Therefore, an exterior noise level of 80 dBA would maintain an interior noise standard of 55 dBA with closed windows (25 dBA reduction by the structural walls), which is considered acceptable. No mitigation is required to ensure the interior noise standard is met.

However, in order to mitigate the overall noise impacts within the structure to a 45 dBA interior value at the Veteran's Village, the following mitigation shall be implemented:

XII-1 *The developer shall require the installation side windows (east and west facing) on the Veteran's Village building in living or sleeping areas should be premium dual-paned windows with a minimum sound transmission class (STC) rating of 33 or higher. In addition the 8-foot tall block wall shall be installed prior to construction to minimize noise exposure for construction employees during construction.*

XII-2 The developer shall require the installation of a mechanical ventilation system affording comfort under closed window conditions.

With implementation of the above mitigation measure, any impacts under this issue would be considered less than significant.

- b. *Less Than Significant With Mitigation Incorporated* – Vibration is the periodic oscillation of a medium or object. The rumbling sound caused by vibration of room surfaces is called structure borne noises. Sources of groundborne vibrations include natural phenomena (e.g. earthquakes, volcanic eruptions, sea waves, landslides) or human-made causes (e.g. explosions, machinery, traffic, trains, construction equipment). Vibration sources may be continuous or transient. Vibration is often described in units of velocity (inches per second), and discussed in decibel (dB) units in order to compress the range of numbers required to describe vibration.

Due to the presence of the BNSF railroad corridor just north of the site, groundborne vibration is present at the site. Train vibration depends upon a variety of factors. The weight of the train, the travel speed, the condition of the track and the character of the subsoil all affect the observed vibration level. The USDOT (US Department of Transportation) Guideline called "Transit Noise and Vibration Impact Assessment" (May, 2006) suggests a significance threshold of 80 VdB for train vibrations if there are currently approximately 30 train movements per day, 75 VdB for between 30-70 events and 72 VdB for more than 70 events per day.

The closest Veteran's Village building façade is approximately 115 feet to the track centerline. Vibration levels from heavy rail systems depend upon train travel speed. Freight trains are restricted to a 30-35 mph speed limit in areas of at-grade crossings. The RMS vibration level at 30 mph is approximately 3 VdB less than at 50 mph. A reference vibration level of 74 VdB has therefore been assumed at the closest building façade to the tracks. Vibration generally reduces as it propagates through a building. In addition large masonry buildings with spread footings have a low response to ground vibration. The following coupling losses are generally observed in the indicated types of construction per USDOT Guidelines:

Wood Frame	-5 VdB
1-2 Story Commercial	-7 VdB
3-4 Story Masonry	-10 VdB
Large Masonry on Piles	-10 VdB
Large Masonry on Spread Footings	-13 VdB

For this project a -7 dB coupling loss "credit" was taken per building since the proposed building is three stories high. Freight train vibration levels of 74 VdB at 115 feet from the track for a locomotive-powered freight train traveling at 30 mph would marginally exceed the VdB annoyance threshold without the effects of coupling losses if there are more than 70 train movements per day.

**Table XII-3
INTERIOR VIBRATION LEVELS (VDB)
(AT 115 FEET TO TRACK CENTERLINE)**

	1st Story Hard Floor	1st Story Carpet & Pad	2nd Story Hard Floor	2nd Story Carpet & Pad	3rd Story Hard Floor	3rd Story Carpet & Pad
Max. Unmitigated Vibration	74	74	74	74	74	74
Coupling Losses	-7	-7	-7	-7	-7	-7
Building Resonance	+6	+6	+6	+6	+6	+6
Floor-to-Floor Absorption	0	0	-2	-2	-4	-4
Floor Covering	-2	-10	-2	-10	-2	-10
Net Vibration	71	63	69	61	67	59

The federal vibration guidelines for infrequent events (<70 day) are 80 VdB. Neither daytime nor nocturnal train passage vibration levels will exceed the federal 80 VdB annoyance threshold on second or third story residential floors.

Additionally all units facing the railroad tracks should be equipped with dual-paned windows with upgraded seals for noise control. These more robust windows will have little tendency to rattle. Vibration effects within residential units passing through floors or windows will be less than significant with the implementation of Mitigation Measure XII-1 requiring the installation of noise and vibration reducing windows. No further mitigation is required.

- c. *Less Than Significant Impact* – According to the data and analysis in Appendix 4 Noise Analysis, project-related traffic will cause an incremental increase in area-wide noise levels throughout the project area. This project will cause an increase in area wide traffic but the increase will be small relative to the overall traffic volumes (refer to section XVI Transportation/Traffic for further analysis of the traffic setting). As discussed under issue a. above, the main noise impact on the site is the ambient noise level from transportation sources, particularly from the adjacent rail-line, which is an issue that has been addressed above. Implementation of the project as a 55-unit apartment complex for homeless and disabled veterans would not permanently cause a substantial increase in ambient noise levels. Impacts under this issue are considered less than significant. No mitigation is required.
- d. *Less Than Significant Impact* – As stated in the background provided in this section, the City of Placentia regulated construction noise by setting limits on allowable daytime hours of activity, which is shown in Table XII-2. The nearest sensitive receptors are the residential uses to the north, across Orangethorpe Avenue, and are more than 250 feet from the edge of the site. The homes are located behind block walls, which provide protection from Orangethorpe Avenue traffic noise, and will be further protected from construction noise once the 8-foot noise wall is installed at the northern property wall. These noise walls will attenuate noise by at least 5 dBA. Table XII-4 presents the estimated construction noise levels that would occur at the closes residences and represents the highest noise levels that would be expected during construction:

**Table XII-4
PROJECT-RELATED CONSTRUCTION NOISE LEVELS AT
THE CLOSEST NOISE-SENSITIVE RECEPTOR**

Principal Noise Sources	Reference Noise Level, L _{max} in dBA at 50 feet ^a	Assumed Usage Factor	Noise Level Adjustment Factor for Usage	Noise Level Adjustment for Wall	Noise Level Adjustment Factor for Distance	Leq Noise Level Adjusted for Distance and Usage
Drill Rig	79	20%	-7	-5	-14	53
Crane	81	16%	-8	-5	-14	54
Loader/Backhoe	78	40%	-4	-5	-14	55
Flat Bed Truck	74	40%	-4	-5	-14	51

NOTES:

^a Reference noise levels and equipment usage factors are based on noise measurements collected during a roadway tunnel project (FHWA, 2011).

As indicated in this table, construction equipment noise levels would range between 51 and 55 dB (Leq) at the closest residential structure. Such noise levels would not exceed the 70 dB adopted noise threshold and therefore would not result in a significant impact. Furthermore, construction activities would occur only between the hours of 7:00 a.m. and 7:00 p.m. as stipulated in the City's Noise Ordinance. Since all other noise-sensitive receptors are located farther from the project site,

and impacts from the project's temporary construction-related noise generation would be considered less than significant. No mitigation is required.

- e. *No Impact* – As previously discussed under section VII, the proposed project is not located within two miles of a public airport and is not located in an airport land use plan area and therefore would not expose people residing or working in the project area to excessive noise levels as a result of overhead flights. No impacts are anticipated. No mitigation is required.
- f. *No Impact* – No private airstrips are located within the vicinity of the project. Implementation of the Project as it has been proposed would not subject people working or residing in the project area to excessive noise levels with operations at a private airstrip. No impacts are anticipated. No mitigation is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XIII. POPULATION AND HOUSING: Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X

SUBSTANTIATION

- a. *Less Than Significant Impact* – According to the SCAG's profile for the City of Placentia (May 2013), the City had a population of 51,084 persons and an average household size of 3.1 persons per unit, slightly higher than the 3.0 average household size for Orange County. The proposed development of a Veteran's Village is assumed to house approximately 55 persons (45 one-bedroom units, and 5 two-bedroom units). This equates to an estimated 0.1% increase in the City's overall population (55 persons/51,084 persons = 0.001077). This increase in population is not considered a substantial direct increase and the City of Placentia General Plan Housing Element 2013-2021 projects a need for 231 low to very low-income housing units through the year 2021. Therefore, this project is generally considered growth accommodating, not growth inducing as it will fulfill a need within the City for low to very low-income housing. The area of the City within which the project site is located has sufficient existing infrastructure to serve a project of this scale. Additionally, the area surrounding the Project site is being improved to increase efficiency in traffic circulation. Therefore, implementation of the project will have a less than significant impact on induced growth. No mitigation is required.
- b&c. *Less Than Significant Impact* – The proposed project will occur on a currently vacant site and, consequently, will not displace any existing housing or displace a substantial number of people that would necessitate the construction of replacement housing elsewhere. As indicated in the Project Description, the project itself will create needed housing for homeless and/or disabled veterans. No impacts will occur as a result of project implementation.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XIV. PUBLIC SERVICES: Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?			X	
b) Police protection?			X	
c) Schools?			X	
d) Recreation/Parks?			X	
e) Other public facilities?			X	

SUBSTANTIATION

- a. *Less Than Significant Impact* – The Orange County Fire Authority (OCFA) provides fire service to the City of Placentia. Fire services are provided at two fire stations in the City, both are a similar distance from the Project site. Fire Station 34 is located 1530 North Valencia Avenue, Placentia, 92870 and Fire Station 35 is located at 120 South Bradford Avenue, Placentia, 92870. Battalion 2 provides firefighting services at these locations. The Project site is located in a completely urbanized commercial/industrial corridor of Placentia. The Project proposes the construction of the 50-unit Veteran's Village, multiple-family residential development that will provide housing for homeless and/or disabled veterans. The OCFA response goal is for the first engine to reach the emergency scene from the time we receive the call within 7 minutes 20 seconds 80% of the time and a paramedic to reach the scene from the time we receive the call within 10 minutes 80% of the time. Because the proposed project is not forecast to generate a greater population within the City and therefore would not create a substantial increase in demand for Fire Protection services than that which already occurs. The proposed Veteran's Village must incorporate all current fire protection measures included in the current building code. This requirement and the size and nature of the project, along with the increased value of the developed land is considered sufficient to control impacts on the fire protection system to a less than significant impact level. No substantial changes in existing fire protection facilities are anticipated and potential impacts would be less than significant as a result of the proposed project.
- b. *Less Than Significant Impact* – As noted in the preceding discussion regarding fire protection, the area surrounding the Project site is located in a completely urbanized commercial/industrial corridor. The proposed project would result in the construction of a 50-unit Veteran's Village with services designed to support the homeless and/or disabled veterans who will reside at this complex. The City of Placentia Police Department provides police protection to the project area. The proposed low to extremely low income housing units that will be developed on the site if the Veteran's Village is approved would add approximately 55 new City residents. Based on current staffing levels at the City, between 50 and 60 sworn officers, the addition of these potential residents would be adequately served by the existing police services, based solely on the small

population this housing development will support. According to the City of Placentia website, the number of Police related incidents in the City of Placentia itself in 2014 was 2,738, which equates to approximately 6.5 incidences per day, or 0.0466 incidents per resident. It is assumed that the 55 residents of the Veteran's Village are current residents of the City of Placentia, but lack a permanent home, thus even if the 55 residents of the Veteran's Village were all new residents of the City, the increase in potential incidents per resident would only increase by 0.0069 (2,738 incidents/51,139 residents = 0.0069), which is not considered a substantial increase in demand for police protection. Additionally, the Project site is currently fenced, and will be fenced during construction. The proposed Project will not include a use that would likely attract criminal activity, except for random trespass and theft; however, any random trespass is unlikely given that the site will be fenced from public access during construction. Therefore, impacts to police protection resources from implementation of the proposed project are considered less than significant; no mitigation measures are required.

- c. *Less Than Significant Impact* – The Project will result in the creation of 50 new multiple-family residential dwelling units. The type of development proposed—housing for homeless and disabled veterans—is not anticipated to generate a substantial number of new students because the size of the units are not intended to, nor will they support families. The state has mandated (SB 50) that requires the payment of fees established for each new residential unit is sufficient to offset potential impacts to the affected school system(s). Based on this finding and the mandatory requirements to pay the mandatory fees for residential development, the proposed project will not cause a significant adverse impact due to generation of new students. Thus, school impacts are considered less than significant.
- d. *Less Than Significant Impact* – The proposed Project may generate up to 55 new residents in the City of Placentia. However, the Project is intended to house homeless and disabled veterans who currently reside in the City, but are without a physical residence. Additionally, because the homeless and veterans to be served are those in the City of Placentia, it is assumed that they already utilize parks and open space for their living quarters, and by providing housing to this community it is anticipated that use of parks would be reduced. Therefore, these new residents will not create a substantial increase in demand for City parks and recreation facilities. Additionally, in November 2014 the proposed General Plan indicated that 229.8 acres of park sites existed within the City of Placentia. The Municipal Code has adopted a standard of 2.5 acres of parkland per 1,000 residents, however the Proposed General Plan states that the current goal is 4 acres per 1,000 residents (202 acres total), which is a number that is currently being exceeded by 27.8 park acres. In the event that the proposed project increased the City population by 55 persons, the amount of parkland that would meet the General Plan goal is 204.6 acres ($[4 \text{ acres} \times 51,139 \text{ residents}] / 1,000 = 204.6 \text{ acres}$), which would be well within the existing parkland acreage in Placentia. In addition, the proposed project includes amenities within the development, including patios, landscaped areas, and a recreation room, which would offset to some degree the demand for park and recreation facilities by future residents. Lastly, the Project may be required to pay City Quimby fees, which are established for a residential development's fair share of park facilities. Consequently, project impacts relative to new or physically altered park facilities would be less than significant.
- e. *Less Than Significant Impact* – Other public facilities include library and general municipal services. The Project would develop a 50 unit Veteran's Village with associated services for homeless and/or disabled veterans on a vacant site zoned for Industrial. As stated in the preceding sections, the residents in which this development is designed to serve are expected to be residents of the City who already use these facilities (libraries and other community services). As indicated in the Open Space element of the General Plan documents proposed for update, the City has not identified the need for expansion of other public facilities that the establishment of this community would impact. Thus, The minor increase in population within the City would not substantially increase demand on other public facilities. Consequently, project impacts relative to new or physically altered public facilities would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XV. RECREATION:				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X

SUBSTANTIATION

- a. *Less Than Significant Impact* – Please refer to response XIV.d. above. Implementation of the 50-unit Veteran's Village development is not anticipated to increase the use of public recreation and park facilities based on the small population forecast to reside in the new Veteran's Village. As discussed under issue XIV.d. above, the Project may be required to pay City Quimby fees, which are established to provide for a residential development's fair share of park facilities. Quimby Act Fees may be used for rehabilitating parks and recreation facilities. Additionally, the type of population that is anticipated to reside at the proposed Veteran's Village is a population of homeless and/or disabled veterans in the City that are assumed to typically utilize recreational facilities—parks in particular—as temporary living and open space quarters. Thus, with no anticipated increase in population within the City itself due to the size and type of the proposed project, impacts to parks and recreational facilities are not forecast to substantially increase when compared to the baseline use that currently exists. Consequently, Project impacts relative to substantial physical deterioration of a recreational facility would be less than significant.
- b. *No Impact* – Please refer to the discussion under issue XIV.d. The proposed project will include a common area and amenities such as outdoor patios, site landscaping, a community garden, and recreation room that will be for residents of the property only. The Project would not substantially increase the demand for recreational facilities, and therefore, the Project would not require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment.

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

SUBSTANTIATION: Urban Crossroads generated a trip generation evaluation titled "Placentia Veteran's Village Trip Generation Evaluation" dated October 19, 2016 and is provided as Appendix 5 which is used for the following analysis:

a&b. *Less Than Significant Impact* –Implementation of the proposed 50-unit multiple-family Veterans' Village project will not conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, especially when considering that the Lakeview Avenue bridge, which is designed to increase efficiency in traffic flow within the area adjacent to the Project site, will be completed before construction of the proposed project commences. However, the proposed project could create some traffic conflicts, such as minor delays to traffic flow in the immediate vicinity of the site, due to greater trip generation during construction, as well as greater trip generation due to an increase in population within the area of approximately 55 future residents. Because the site is currently vacant, the baseline trip generation

is 0. However, according to the data gathered by Urban Crossroads, if the property was developed as it is currently zoned for as an Industrial use, approximately 211 weekday daily trips would be generated. Under the proposed project, as a Veteran's Village, with the proposed zone change, 135 expected weekday daily trips will be generated by the proposed project which is a net difference of 76 fewer trip ends per day. Construction equipment, material, and resident access will be provided from a newly constructed street that intersects with Lakeview Avenue to the southeast of the property—a street in which a low amount of traffic is anticipated, and will not be severely impacted by traffic generated from construction of the project. Under the construction scenario, trip generation is estimated to be 50 trips or less during the AM and PM peak hours based on the size and type of Project. Following completion and occupancy of the project, the 50-unit Veteran's Village is expected to generate a total of 7 AM peak hour and 5 PM peak hour trips based on the number of units and forecast income of the future residents. Based on the capacities of the roadways providing access to and from the site, and the improvements being made to those roadways, which will be completed before the proposed project commences construction activities, the traffic generated by the proposed project would not cause a significant direct impact or a cumulatively significant effect on the local and regional circulation system.

- c. *No Impact* – The proposed project is not located within the vicinity of an existing airport. As a result, project implementation would not result in any changes in air traffic patterns, either at Fullerton Airport, located approximately 10 miles to the west of the Project, or John Wayne Airport, located approximately 15 miles to the south of the Project site. No impacts to aviation activity will occur as a result of project implementation.
- d&e. *Less Than Significant Impact* – The proposed project will occur entirely within the project site boundaries. Construction activities will not occur within the adjacent roadways to the project site. Large trucks delivering equipment or removing small quantities of excavated dirt or debris can enter the site without major conflicts with the flow of traffic on the roadways used to access the site. As previously stated, primary access to the site will be provided by a new road—to be completed before project construction commences—that will intersect with Lakeview Avenue. Access to the site must comply with all City design standards, and would be reviewed by the City to ensure that inadequate design features or incompatible uses do not occur. Additionally, the proposed development would be required to comply with all applicable fire code and ordinance requirements for construction and access to the site. Emergency response and evacuation procedures would be coordinated with the City, as well as the police and fire departments, resulting in less than significant impacts; no mitigation measures are required.

It will not be necessary for the contractor to implement a traffic management plan, including flag-persons or other features to control the interaction of the truck traffic and the flow of traffic on these roadways. This is because the access is through a cul-de-sac, which provides ample room for access to the site, and minimal traffic conflicts. Implementation of the proposed project would not result in significant impacts involving inadequate design features or incompatible uses, or result in inadequate emergency access.

- f. *Less Than Significant Impact* – The project site is located across the railroad tracks from Orangethorpe Avenue, which is an arterial roadway in Placentia. The City of Placentia is served by local and regional bus service provided by Orange County Transportation Authority (OCTA). The proposed project would not conflict with any adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities. OCTA is currently making improvements to circulation within the vicinity of the Project through the construction of a major railroad grade separation that will route Lakeview Avenue on a bridge over the railroad tracks and Orangethorpe Avenue. OCTA also manages the bus system throughout the City of Placentia; the nearest bus stops are local route stop 30 on Orangethorpe Avenue and Stationlink Metrolink Rail Feeder Route stop 411, both of which link to OCTA's regional routes (<http://www.octa.net/pdf/OCTASystemMap.pdf>). Project-related impacts to public transit as well as bicycle and pedestrian facilities would be less than significant. No mitigation is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XVII. UTILITIES AND SERVICE SYSTEMS – Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			X	
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?			X	
c) Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			X	
e) Result in a determination by the 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?			X	
f) Be served by a landfill(s) with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			X	
g) Comply with federal, state, and local statutes and regulations related to solid waste?			X	

SUBSTANTIATION

a&c. *Less Than Significant Impact* – The issues of water quality and Regional Board treatment requirements are addressed in the Hydrology Section under issue IX.a. The proposed project will deliver wastewater generated from the residences to the regional treatment plant operated by Orange County. Residential and commercial wastewater rarely contains constituents that would cause a wastewater treatment plant to exceed Regional Board requirements as established in a wastewater discharge requirement. The raw sewage generated by the proposed project would not include constituents that would require treatment beyond that provided at the existing wastewater treatment plants operated by the Orange County Sanitation Districts. No adverse impact from generation of wastewater onsite is expected to result from implementation of the proposed project. Although not considered "wastewater" the Regional Board through the regional MS-4 permit requires management of stormwater runoff to prevent indirect source contamination of surface runoff in the Santa Ana River Basin. As described in Section IX.a. above, the proposed project will implement storm water quality controls that will meet requirements of the Regional Board. All drainage from the site will leave through existing or project designed drainage systems as

stormwater runoff. Implementation of the proposed project will neither exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board, nor require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects. Thus, impacts to this issue from implementing the proposed project are considered less than significant.

b,d,

&e. *Less Than Significant Impact* – The City of Placentia is served by the Orange County Sanitation District for wastewater treatment and by Golden State Water Company for the provision of domestic water. The OCSD has two operating facilities (Reclamation Plant No. 1 and Treatment Plant No. 2), which together to treat 372 MGD of primary treated wastewater and 332 MGD of secondary wastewater. There is approximately 41 MGD¹ of excess primary treatment capacity at Treatment Plant No. 2 in Huntington Beach. The OCSD has indicated that no deficiencies exist within their facilities serving the City of Placentia and anticipates that available capacity would be available to serve the proposed Project¹. As a result, project implementation would not require the construction of any new wastewater treatment facilities or the expansion of existing facilities, and OCSD has adequate capacity to serve the demands of the proposed project in addition to existing commitments. Impacts are considered less than significant and no mitigation is required.

The Golden State Water Company serves the City through three water systems within the Placentia Customer Service Area. Water delivered to customers in the Cowen Heights, Placentia, and Yorba Linda systems is a blend of groundwater from the Orange County Groundwater Basin, and imported water from the Colorado River Aqueduct and the State Water Project (imported and distributed by Metropolitan Water District of Southern California). The average monthly residential water usage in Golden State Water's Region 3 Service Area is approximately 1,200 cubic feet (8,976 gallons), which equates to approximately 300 gallons per day per dwelling unit². Based on the average demand, the proposed project would create a new demand for approximately 15,000 gallons per day, though the actual amount is forecast to be less than this figure because water usage within the Placentia Service Area is driven to a higher average because of larger homes with high outdoor water use. A Project of this type—higher density, low-income housing—does not use as much water per dwelling unit as a tract of large homes with large outdoor spaces. Based on the preceding analysis, it is anticipated that this additional demand for additional domestic water would be less than significant. Therefore, implementation of the proposed project will not result in the need to construct new or expand existing water facilities. Additionally, sufficient water supplies are available to serve the project from existing entitlements, therefore potential project-related impacts to domestic water supplies are anticipated to be less than significant and no mitigation is required.

http://www.gswater.com/placentia/files/2012/12/Placentia_2010_UWMP.pdf

f. *Less Than Significant Impact* – The City of Placentia is served by the Olinda Landfill, operated by OC Waste & Recycling, and located in Brea, California. This facility is permitted to operate through 2030. Based on a solid waste generation rate of 12.23 pounds per day per dwelling unit (OC Waste & Recycling), the project would generate 611.5 pounds of solid waste per day. The Orange County landfill system, which also includes Prima Deshecha and Frank R. Bowerman Landfills, currently has adequate landfill capacity to accommodate the development of a small residential multi-family apartment complex on the site. Further, due to the large available daily and long-term capacity at the County's landfill system, the proposed project is not expected to cause any adverse impact on the continued operation because it has sufficient permitted capacity to accept the project's solid waste disposal needs.

¹ California Regional Water Quality Control Board – Santa Ana Region; Order No. R8-2012-0035, NPDES No. CA0110604; Waste Discharge Requirements and National Pollutant Discharge Elimination System for Orange County Sanitation District; Reclamation Plant No. 1 and Treatment Plant No. 2 (June 18, 2012).

² <http://www.gswater.com/placentia/>

- g. *Less Than Significant Impact* – The proposed project is subject to Assembly Bill 1327, Chapter 18, Solid Waste Reuse and Recycling Access Act of 1991 (Act). The Act requires that adequate areas be provided for collecting and loading recyclable materials such as paper products, glass, and other recyclables. The project must conform to the City's requirements to ensure compliance with the Act. Based on these factors, it is anticipated that the project will have a less than significant impact related to compliance with statutes and regulations.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XVIII. MANDATORY FINDINGS OF SIGNIFICANCE:				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			X	
b) Does the project have the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals?			X	
c) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?		X		
d) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?		X		

SUBSTANTIATION

The analysis in this Initial Study and the findings reached indicate that the proposed project can be implemented without causing any new project specific or cumulatively considerable unavoidable significant adverse environmental impacts. Mitigation is required to control potential environmental impacts of the proposed project to a less than significant impact level. The following findings are based on the detailed analysis of the Initial Study of all environmental topics and the implementation of the mitigation measures identified in the previous text and summarized following this section.

- a. *Less Than Significant Impact* – The Project has no potential to adversely impact any cultural or biological resources. No mitigation was required or identified. The project has been identified as having no potential to degrade the quality of the natural environment, substantially reduce 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, or reduce the number or restrict the range of a rare or endangered plant or animal. The Project site is in an urban area with developed structures and infrastructure surrounding the property and no natural biological habitat exists within the APE. Based on the historic disturbance of the site, and its current disturbed condition, the potential for impacting cultural or biological resources is low. Based on the cultural resources records check, no cultural resources would be affected because the site itself has been graded and previously disturbed. However, because it is not known what could be unearthed upon any excavation activities, contingency mitigation measures are provided to ensure that, in the unlikely event that any resources are found, they are protected from any potential impacts. Please see biological and cultural sections of this Initial Study.

- b. *Less Than Significant Impact* – The proposed project reflects the City and applicant's objective of providing affordable housing for the homeless and homeless veterans. The provision of such housing meets a societal goal of assisting the homeless to get off the streets and reduce difficult health and safety environmental issues associated with living on the streets of Placentia. Thus, based on the project's objectives and the lack of any significant adverse environmental impacts, this project meets both the short- and long-term environmental goals of the City of Placentia, with no identifiable disadvantage for either circumstance.
- c. *Less Than Significant With Mitigation Incorporated* – Based on the analysis in this Initial Study, the proposed Veteran's Village Project has the potential to cause impacts that are individually or cumulatively considerable. There are no other projects in the project vicinity to which this project would contribute to a cumulatively considerable impact. The issues of Aesthetics, Air Quality, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, and Noise require the implementation of mitigation measures to reduce impacts to a less than significant level and ensure that cumulative effects are not cumulatively considerable. All other environmental issues were found to have no significant impacts without implementation of mitigation. The potential cumulative environmental effects of implementing the proposed project have been determined to be less than considerable and thus, less than significant impacts.
- d. *Less Than Significant With Mitigation Incorporated* – The proposed project includes activities that have a potential to cause direct substantial adverse effects on humans. The issues of Aesthetics, Air Quality, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, and Noise require the implementation of mitigation measures to reduce human impacts to a less than significant level. All other environmental issues were found to have no significant impacts on humans without implementation of mitigation. The potential for direct human effects from implementing the proposed project have been determined to be less than significant.

Conclusion

This document evaluated all CEQA issues contained in the latest Initial Study Checklist form. The evaluation determined that either no impact or less than significant impacts would be associated with the issues of agricultural and forestry resources, air quality, biological resources, cultural resources, geology/soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, population/housing, public services, recreation, and utilities/service systems. The issues of Aesthetics, Air Quality, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, and Noise require the implementation of mitigation measures to reduce impacts to a less than significant level. The required mitigation has been proposed in this Initial Study to reduce impacts for these issues to a less than significant impact.

Based on the findings in this Initial Study, the City of Placentia proposes to adopt a Mitigated Negative Declaration (MND) for the Veteran's Village Project, including the proposed general plan amendment, zone change, and development agreement. A Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) will be issued for this project by the City of Placentia. The Initial Study and NOI will be circulated for 20 days of public comment because this project does not involve the state as either a responsible or trustee agency. At the end of the 20-day review period, a final MND package will be prepared and it will be reviewed by the City of Placentia for possible adoption at a future City council meeting, the date for which has yet to be determined. If you or your agency comments on the MND/NOI for this project, you will be notified about the meeting date in accordance with the requirements in Section 21092.5 of CEQA (statute).

SUMMARY OF MITIGATION MEASURES

Aesthetics

- I-1 Prior to approval of the Final Design, an analysis of potential glare from sunlight or exterior lighting to impact vehicles traveling on adjacent roadways shall be submitted to the City for review and approval. This analysis shall demonstrate that due to building orientation or exterior treatment, no significant glare may be caused that could negatively impact drivers on the local roadways or impact adjacent land uses. If potential glare impacts are identified, the building orientation, use of non-glare reflective materials or other design solutions acceptable to the City of Placentia shall be implemented to eliminate glare impacts.

Air Quality

- III-1 **Fugitive Dust Control:** The following measures shall be incorporated into Project plans and specifications for implementation:

- Apply soil stabilizers or moisten inactive areas.
- Water exposed surfaces as needed to avoid visible dust leaving the construction site (typically 2-3 times/day).
- Cover all stock piles with tarps at the end of each day or as needed.
- Provide water spray during loading and unloading of earthen materials.
- Minimize in-out traffic from construction zone.
- Cover all trucks hauling dirt, sand, or loose material and require all trucks to maintain at least two feet of freeboard.
- Sweep streets daily if visible soil material is carried out from the construction site.

- III-2 **Exhaust Emissions Control:** The following measures shall be incorporated into Project plans and specifications for implementation:

- Utilize well-tuned off-road construction equipment.
- Establish a preference for contractors using Tier 3 or better heavy equipment.
- Enforce 5-minute idling limits for both on-road trucks and off-road equipment.

- III-3 **Occupancy Emissions**

Operational emissions are not anticipated to exceed their respective SCAQMD significance thresholds with application of the following measure:

- Utilize SCAQMD approved Rule 445 devices rather than wood burning fireplaces for any residential use.
- All residential living areas shall be equipped with air filtration systems operating under positive pressure rated at MERV 13 or higher.
- Replacement filters shall be made available through the apartment management for the project.

Cultural Resources

- V-1 Should any cultural resources be encountered during construction of these facilities, earthmoving or grading activities in the immediate area of the finds shall be halted and an onsite inspection shall be performed immediately by a qualified archaeologist. Responsibility for making this determination shall be with the City onsite inspector. The archaeological professional shall assess the find, determine its significance, and make recommendations for appropriate mitigation measures within the guidelines of the California Environmental Quality Act.

- V-2 Should any paleontological resources be encountered during construction of these facilities, earthmoving or grading activities in the immediate area of the finds shall be halted and an onsite inspection should be performed immediately by a qualified paleontologist. Responsibility for making this determination shall be with the City onsite inspector. The paleontological professional shall assess the find, determine its significance, and make recommendations for appropriate mitigation measures within the guidelines of the California Environmental Quality Act.

Geology and Soils

- VI-1 Stored backfill material shall be covered with water resistant material during periods of heavy precipitation to reduce the potential for rainfall erosion of stored backfill material. If covering is not feasible, then measures such as the use of straw bales or sand bags shall be used to capture and hold eroded material on the Project site for future cleanup.
- VI-2 All exposed, disturbed soil (trenches, stored backfill, etc.) shall be sprayed with water or soil binders twice a day, or more frequently if fugitive dust is observed migrating from the site within which the Veteran's Village is being constructed.
- VI-3 The WQMP shall incorporate Low Impact Development designs to manage storm water runoff post development. The WQMP shall incorporate an appropriate hydrology evaluation to demonstrate no downstream discharges meet both water quality and drainage system requirements.

Hazards and Hazardous Materials

- VIII-1 All spills or leakage of petroleum products during construction activities shall be remediated in compliance with applicable state and local regulations regarding cleanup and disposal of the contaminant released. Any contaminated waste will be collected and disposed of at an appropriately licensed disposal or treatment facility. This measure will be incorporated into the SWPPP prepared for the Project development.

Noise

- XII-1 The developer shall require the installation side windows (east and west facing) on the Veteran's Village building in living or sleeping areas should be premium dual-paned windows with a minimum sound transmission class (STC) rating of 33 or higher. In addition the 8-foot tall block wall shall be installed prior to construction to minimize noise exposure for construction employees during construction.
- XII-2 The developer shall require the installation of a mechanical ventilation system affording comfort under closed window conditions.

REFERENCES

California Regional Water Quality Control Board – Santa Ana Region; Order No. R8-2012-0035, NPDES No. CA0110604; Waste Discharge Requirements and National Pollutant Discharge Elimination System for Orange County Sanitation District; Reclamation Plant No. 1 and Treatment Plant No. 2 (June 18, 2012)

CRM TECH, "Historical/Archaeological Resources Records Check, Veteran's Village Project, City of Placentia, Orange County, California," September 8, 2016

Giroux & Associates, "Air Quality and GHG Impact Analysis, Veteran's Village, City of Placentia, California," September 2, 2016

Giroux & Associates, "Noise Impact Analysis, Veteran's Village, City of Placentia, California," November 8, 2016

Placentia General Plan, <http://www.placentia.org/generalplan>

Urban Crossroads, "Placentia Veteran's Village Trip General Evaluation," October 19, 2016

U.S. Fish and Wildlife Services, Veteran's Village, Placentia "IPaC Trust Resources Report," generated July 6, 2016

<http://www.placentia.org/index.aspx?NID=17> Police

<http://www.placentia.org/index.aspx?NID=613> (accessed November 9, 2016) Proposed Placentia General Plan Update November 2014

http://www.gswater.com/placentia/files/2012/12/Placentia_2010_UWMP.pdf

FIGURES

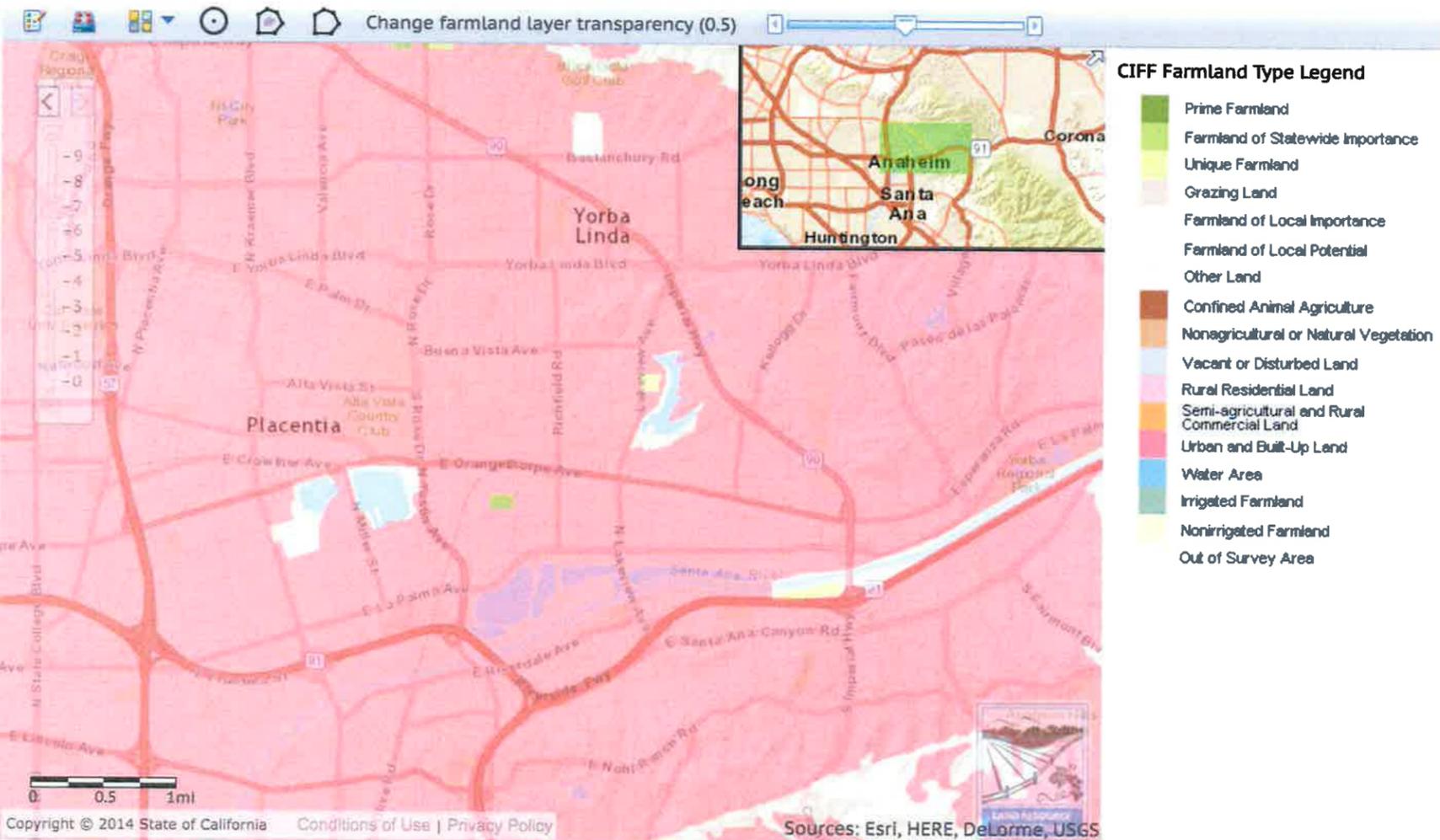
FIGURE 1
Regional Location



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**FIGURE II-1
Farmland Mapping**

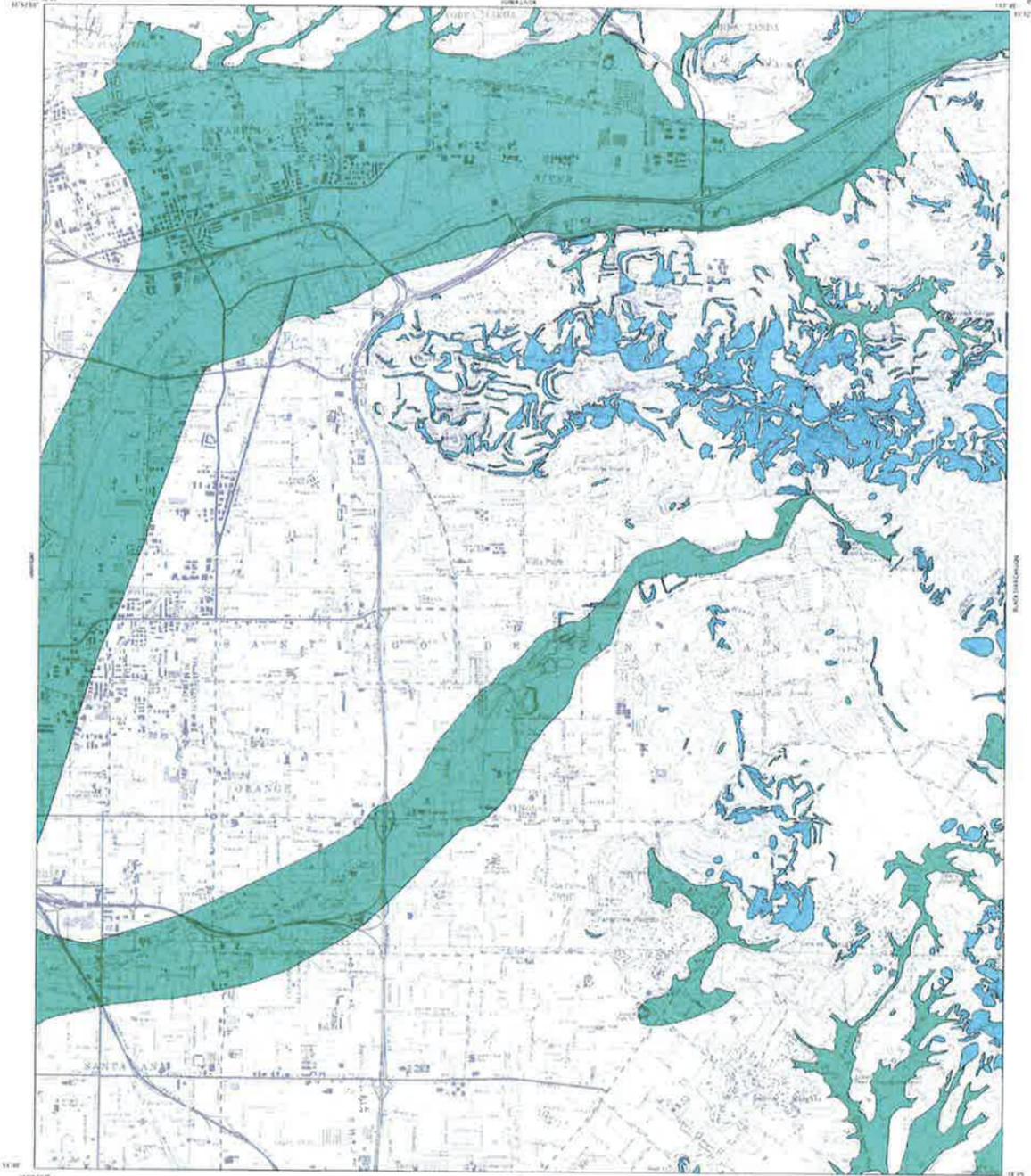


Tom Dodson & Associates
Environmental Consultants

**FIGURE VI-1
USGS Fault Map**



Tom Dodson & Associates
Environmental Consultants



Base Map prepared by U.S. Geological Survey, 1964, photorevised 1981

PURPOSE OF MAP:

This map is for informational purposes only. It is not intended to be used as a basis for any legal action. The map is prepared by the Division of Mines and Geology, Department of Conservation, State of California. The map is based on data provided by the U.S. Geological Survey, 1964, photorevised 1981. The map is subject to change without notice.

IMPORTANT PLEASE NOTE:

This map is for informational purposes only. It is not intended to be used as a basis for any legal action. The map is prepared by the Division of Mines and Geology, Department of Conservation, State of California. The map is based on data provided by the U.S. Geological Survey, 1964, photorevised 1981. The map is subject to change without notice.



**STATE OF CALIFORNIA
SEISMIC HAZARD ZONES
ORANGE QUADRANGLE**

OFFICIAL MAP
Released: April 15, 1998

James F. (Jim) State Geologist
STATE GEOLOGIST

MAP EXPLANATION

Zones of Required Investigation:

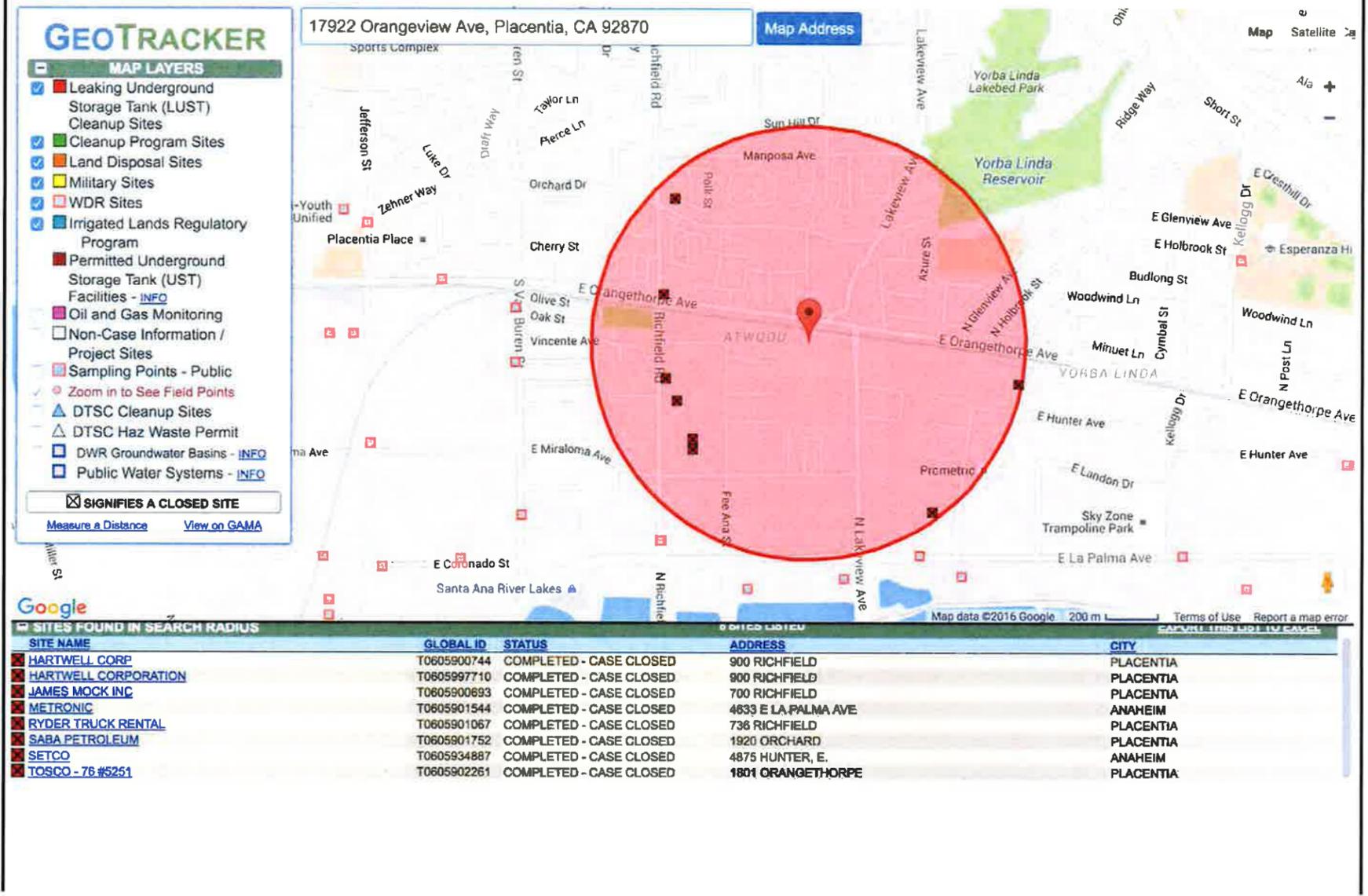
- Liquefaction**
Areas where there is a high probability of occurrence of liquefaction, or loss of geologic cohesion and ground water conditions, or a potential for permanent ground displacement, as defined in Public Resources Code Section 26123.1, shall be required.
- Earthquake-Induced Landslides**
Areas where there is a high probability of occurrence of landslides, or local topographic, geologic, or geotechnical and subsurface conditions include a potential for permanent ground displacement, as defined in Public Resources Code Section 26123.1, shall be required.

DATA AND METHODOLOGY USED TO DEVELOP THIS MAP ARE THE FOLLOWING:

Seismic Hazard Zones of the Orange Quadrangle, Orange County, California, Department of Conservation, Division of Mines and Geology, 1998.

For additional information on seismic hazards in this area, the user is advised to contact the Division of Mines and Geology, Department of Conservation, State of California.

**FIGURE VIII-1
GeoTracker**



Tom Dodson & Associates
Environmental Consultants

APPENDIX 1

AIR QUALITY and GHG IMPACT ANALYSES

VETERAN'S VILLAGE

CITY OF PLACENTIA, CALIFORNIA

Prepared for:

Tom Dodson & Associates
Attn: Kaitlyn Dodson
2150 N. Arrowhead Avenue
San Bernardino, California 92405

Date:

September 2, 2016

Project No.: P16-059 AQ

ATMOSPHERIC SETTING

Placentia's climate, as with all of Southern California, is largely dominated by the strength and position of the semi-permanent high-pressure center over the Pacific Ocean near Hawaii. It creates cool summers, mild winters, infrequent rainfall, it drives the refreshing daytime sea breeze, and it maintains comfortable humidity's and ample sunshine. Unfortunately, the same atmospheric processes that create the desirable living climate combine to severely restrict the ability of the atmosphere to disperse the air pollution generated mainly by the large population attracted by the climate. Portions of the Los Angeles Basin, including northern Orange County, therefore, experience some of the worst air quality in the nation for certain pollution species.

Regional air quality is controlled by the location and strength of pollutant sources and by the winds and inversions that control the horizontal and vertical regional dispersion patterns. Winds near the project site, as monitored at the South Coast Air Quality Management District (SCAQMD) measurement station in Anaheim, display several characteristic regimes. During the day, especially in summer, winds are from the west and southwest at 7-9 miles per hour. At night, especially in winter, the land becomes cooler than the ocean and an offshore wind of 3-5 miles per hour develops. One other important wind regime occurs when a high-pressure center forms over the western United States and creates strong offshore winds. These winds are warmed and dried by air compression as they descend from the upper desert regions into the basin. These winds are accelerated through local canyons and create hot, dry, gusty Santa Ana's from the east and northeast across northern Orange and southern Los Angeles Counties.

The low frequency of calms and adequate daytime ventilation speed typically do not allow for any daytime stagnation of air pollutants in the Placentia area. The moderate onshore breeze carries any locally generated emissions eastward toward the Chino Hills or across northern Orange County and then up Santa Ana or Carbon Canyons toward receptors in western San Bernardino and Riverside Counties. Any daytime air quality problems occur mainly when winds shift more into the northwest and the daytime clean sea breeze is replaced by airflow across substantial pollution generation areas of southwestern Los Angeles County. These winds bring occasional unhealthy smog levels across the project site during the summer and early fall. Wind at night drifting seaward across the air basin and off the nearby hills is much slower and does allow for localized stagnation of pollution, but the density of vehicular sources in the upwind area is generally low enough to minimize any major air pollution problems. Any air pollution episodes, if they occur, are, therefore, due mainly to pollutants transported into the area rather than any locally generated emissions.

In addition to winds that govern the horizontal rate and trajectory of any air pollutants, Southern California experiences several characteristic temperature inversions that control the vertical depth through which pollutants can be mixed. The daytime onshore flow of marine air is capped by a massive dome of warm air that acts like a giant lid over the basin. As the clean ocean air moves inland, pollutants are continually added from below without any dilution from above. As this layer slows down in inland valleys of the basin and undergoes photochemical transformations under abundant sunlight, it creates very unhealthy levels of smog (mainly ozone).

A second inversion forms at night as cool air pools in low elevations while the air aloft remains warm. Shallow radiation inversions are formed (especially in winter) that trap pollutants near intensive traffic sources such as freeways, shopping centers, etc., and form localized violations of clean air standards called "hot spots." If any noticeable, direct air pollution effects were to occur from changes in the vehicular distribution around the proposed project area, it would be from automotive exhaust trapped by these nocturnal radiation inversions. However, nocturnal background air pollution levels in the Placentia area are very low such that any "hot spot" potential is negligible.

AIR QUALITY SETTING

AMBIENT AIR QUALITY STANDARDS (AAQS)

In order to gauge the significance of the air quality impacts of the proposed project, those impacts, together with existing background air quality levels, must be compared to the applicable ambient air quality standards. These standards are the levels of air quality considered safe, with an adequate margin of safety, to protect the public health and welfare. They are designed to protect those people most susceptible to further respiratory distress such as asthmatics, the elderly, very young children, people already weakened by other disease or illness, and persons engaged in strenuous work or exercise, called "sensitive receptors." Healthy adults can tolerate occasional exposure to air pollutant concentrations considerably above these minimum standards before adverse effects are observed. Recent research has shown, however, that chronic exposure to ozone (the primary ingredient in photochemical smog) may lead to adverse respiratory health even at concentrations close to the ambient standard.

National AAQS were established in 1971 for six pollution species with states retaining the option to add other pollutants, require more stringent compliance, or to include different exposure periods. The initial attainment deadline of 1977 was extended several times in air quality problem areas like Southern California. In 2003, the Environmental Protection Agency (EPA) adopted a rule, which extended and established a new attainment deadline for ozone for the year 2021. Because the State of California had established AAQS several years before the federal action and because of unique air quality problems introduced by the restrictive dispersion meteorology, there is considerable difference between state and national clean air standards. Those standards currently in effect in California are shown in Table 1. Sources and health effects of various pollutants are shown in Table 2.

The Federal Clean Air Act Amendments (CAAA) of 1990 required that the U.S. Environmental Protection Agency (EPA) review all national AAQS in light of currently known health effects. EPA was charged with modifying existing standards or promulgating new ones where appropriate. EPA subsequently developed standards for chronic ozone exposure (8+ hours per day) and for very small diameter particulate matter (called "PM-2.5"). New national AAQS were adopted in 1997 for these pollutants.

Planning and enforcement of the federal standards for PM-2.5 and for ozone (8-hour) were challenged by trucking and manufacturing organizations. In a unanimous decision, the U.S. Supreme Court ruled that EPA did not require specific congressional authorization to adopt national clean air standards. The Court also ruled that health-based standards did not require preparation of a cost-benefit analysis. The Court did find, however, that there was some inconsistency between existing and "new" standards in their required attainment schedules. Such attainment-planning schedule inconsistencies centered mainly on the 8-hour ozone standard. EPA subsequently agreed to downgrade the attainment designation for a large number of communities to "non-attainment" for the 8-hour ozone standard.

Table 1

Ambient Air Quality Standards							
Pollutant	Averaging Time	California Standards ¹		National Standards ²			
		Concentration ³	Method ⁴	Primary ^{3,5}	Secondary ^{3,6}	Method ⁷	
Ozone (O ₃) ⁸	1 Hour	0.09 ppm (180 µg/m ³)	Ultraviolet Photometry	—	Same as Primary Standard	Ultraviolet Photometry	
	8 Hour	0.070 ppm (137 µg/m ³)		0.070 ppm (137 µg/m ³)			
Respirable Particulate Matter (PM ₁₀) ⁹	24 Hour	50 µg/m ³	Gravimetric or Beta Attenuation	150 µg/m ³	Same as Primary Standard	Inertial Separation and Gravimetric Analysis	
	Annual Arithmetic Mean	20 µg/m ³		—			
Fine Particulate Matter (PM _{2.5}) ⁹	24 Hour	—	—	35 µg/m ³	Same as Primary Standard	Inertial Separation and Gravimetric Analysis	
	Annual Arithmetic Mean	12 µg/m ³	Gravimetric or Beta Attenuation	12.0 µg/m ³			15 µg/m ³
Carbon Monoxide (CO)	1 Hour	20 ppm (23 mg/m ³)	Non-Dispersive Infrared Photometry (NDIR)	35 ppm (40 mg/m ³)	—	Non-Dispersive Infrared Photometry (NDIR)	
	8 Hour	9.0 ppm (10 mg/m ³)		9 ppm (10 mg/m ³)			
	8 Hour (Lake Tahoe)	6 ppm (7 mg/m ³)		—			
Nitrogen Dioxide (NO ₂) ¹⁰	1 Hour	0.10 ppm (339 µg/m ³)	Gas Phase Chemiluminescence	100 ppb (188 µg/m ³)	Same as Primary Standard	Gas Phase Chemiluminescence	
	Annual Arithmetic Mean	0.030 ppm (57 µg/m ³)		0.053 ppm (100 µg/m ³)			
Sulfur Dioxide (SO ₂) ¹¹	1 Hour	0.25 ppm (655 µg/m ³)	Ultraviolet Fluorescence	75 ppb (196 µg/m ³)	—	Ultraviolet Fluorescence; Spectrophotometry (Pararosaniline Method)	
	3 Hour	—		—			0.5 ppm (1300 µg/m ³)
	24 Hour	0.04 ppm (105 µg/m ³)		0.14 ppm (for certain areas) ¹⁰			—
	Annual Arithmetic Mean	—		0.030 ppm (for certain areas) ¹⁰			—
Lead ^{12,13}	30 Day Average	1.5 µg/m ³	Atomic Absorption	—	Same as Primary Standard	High Volume Sampler and Atomic Absorption	
	Calendar Quarter	—		1.5 µg/m ³ (for certain areas) ¹²			
	Rolling 3-Month Average	—		0.15 µg/m ³			
Visibility Reducing Particles ¹⁴	8 Hour	See footnote 13	Beta Attenuation and Transmittance through Filter Tape	No National Standards			
Sulfates	24 Hour	25 µg/m ³	Ion Chromatography				
Hydrogen Sulfide	1 Hour	0.03 ppm (42 µg/m ³)	Ultraviolet Fluorescence				
Vinyl Chloride ¹²	24 Hour	0.01 ppm (26 µg/m ³)	Gas Chromatography				

See footnotes on next page ...

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Table 1 (continued)

1. California standards for ozone, carbon monoxide (except 8-hour Lake Tahoe), sulfur dioxide (1 and 24 hour), nitrogen dioxide, and particulate matter (PM10, PM2.5, and visibility reducing particles), are values that are not to be exceeded. All others are not to be equaled or exceeded. California ambient air quality standards are listed in the Table of Standards in Section 70200 of Title 17 of the California Code of Regulations.
2. National standards (other than ozone, particulate matter, and those based on annual arithmetic mean) are not to be exceeded more than once a year. The ozone standard is attained when the fourth highest 8-hour concentration measured at each site in a year, averaged over three years, is equal to or less than the standard. For PM10, the 24 hour standard is attained when the expected number of days per calendar year with a 24-hour average concentration above $150 \mu\text{g}/\text{m}^3$ is equal to or less than one. For PM2.5, the 24 hour standard is attained when 98 percent of the daily concentrations, averaged over three years, are equal to or less than the standard. Contact the U.S. EPA for further clarification and current national policies.
3. Concentration expressed first in units in which it was promulgated. Equivalent units given in parentheses are based upon a reference temperature of 25°C and a reference pressure of 760 torr. Most measurements of air quality are to be corrected to a reference temperature of 25°C and a reference pressure of 760 torr; ppm in this table refers to ppm by volume, or micromoles of pollutant per mole of gas.
4. Any equivalent measurement method which can be shown to the satisfaction of the ARB to give equivalent results at or near the level of the air quality standard may be used.
5. National Primary Standards: The levels of air quality necessary, with an adequate margin of safety to protect the public health.
6. National Secondary Standards: The levels of air quality necessary to protect the public welfare from any known or anticipated adverse effects of a pollutant.
7. Reference method as described by the U.S. EPA. An "equivalent method" of measurement may be used but must have a "consistent relationship to the reference method" and must be approved by the U.S. EPA.
8. On October 1, 2015, the national 8-hour ozone primary and secondary standards were lowered from 0.075 to 0.070 ppm.
9. On December 14, 2012, the national annual PM2.5 primary standard was lowered from $15 \mu\text{g}/\text{m}^3$ to $12.0 \mu\text{g}/\text{m}^3$. The existing national 24-hour PM2.5 standards (primary and secondary) were retained at $35 \mu\text{g}/\text{m}^3$, as was the annual secondary standard of $15 \mu\text{g}/\text{m}^3$. The existing 24-hour PM10 standards (primary and secondary) of $150 \mu\text{g}/\text{m}^3$ also were retained. The form of the annual primary and secondary standards is the annual mean, averaged over 3 years.
10. To attain the 1-hour national standard, the 3-year average of the annual 98th percentile of the 1-hour daily maximum concentrations at each site must not exceed 100 ppb. Note that the national 1-hour standard is in units of parts per billion (ppb). California standards are in units of parts per million (ppm). To directly compare the national 1-hour standard to the California standards the units can be converted from ppb to ppm. In this case, the national standard of 100 ppb is identical to 0.100 ppm.
11. On June 2, 2010, a new 1-hour SO_2 standard was established and the existing 24-hour and annual primary standards were revoked. To attain the 1-hour national standard, the 3-year average of the annual 99th percentile of the 1-hour daily maximum concentrations at each site must not exceed 75 ppb. The 1971 SO_2 national standards (24-hour and annual) remain in effect until one year after an area is designated for the 2010 standard, except that in areas designated nonattainment for the 1971 standards, the 1971 standards remain in effect until implementation plans to attain or maintain the 2010 standards are approved.

Note that the 1-hour national standard is in units of parts per billion (ppb). California standards are in units of parts per million (ppm). To directly compare the 1-hour national standard to the California standard the units can be converted to ppm. In this case, the national standard of 75 ppb is identical to 0.075 ppm.
12. The ARB has identified lead and vinyl chloride as 'toxic air contaminants' with no threshold level of exposure for adverse health effects determined. These actions allow for the implementation of control measures at levels below the ambient concentrations specified for these pollutants.
13. The national standard for lead was revised on October 15, 2008 to a rolling 3-month average. The 1978 lead standard ($1.5 \mu\text{g}/\text{m}^3$ as a quarterly average) remains in effect until one year after an area is designated for the 2008 standard, except that in areas designated nonattainment for the 1978 standard, the 1978 standard remains in effect until implementation plans to attain or maintain the 2008 standard are approved.
14. In 1989, the ARB converted both the general statewide 10-mile visibility standard and the Lake Tahoe 30-mile visibility standard to instrumental equivalents, which are "extinction of 0.23 per kilometer" and "extinction of 0.07 per kilometer" for the statewide and Lake Tahoe Air Basin standards, respectively.

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Table 2
Health Effects of Major Criteria Pollutants

Pollutants	Sources	Primary Effects
Carbon Monoxide (CO)	<ul style="list-style-type: none"> • Incomplete combustion of fuels and other carbon-containing substances, such as motor exhaust. • Natural events, such as decomposition of organic matter. 	<ul style="list-style-type: none"> • Reduced tolerance for exercise. • Impairment of mental function. • Impairment of fetal development. • Death at high levels of exposure. • Aggravation of some heart diseases (angina).
Nitrogen Dioxide (NO ₂)	<ul style="list-style-type: none"> • Motor vehicle exhaust. • High temperature stationary combustion. • Atmospheric reactions. 	<ul style="list-style-type: none"> • Aggravation of respiratory illness. • Reduced visibility. • Reduced plant growth. • Formation of acid rain.
Ozone (O ₃)	<ul style="list-style-type: none"> • Atmospheric reaction of organic gases with nitrogen oxides in sunlight. 	<ul style="list-style-type: none"> • Aggravation of respiratory and cardiovascular diseases. • Irritation of eyes. • Impairment of cardiopulmonary function. • Plant leaf injury.
Lead (Pb)	<ul style="list-style-type: none"> • Contaminated soil. 	<ul style="list-style-type: none"> • Impairment of blood function and nerve construction. • Behavioral and hearing problems in children.
Fine Particulate Matter (PM-10)	<ul style="list-style-type: none"> • Stationary combustion of solid fuels. • Construction activities. • Industrial processes. • Atmospheric chemical reactions. 	<ul style="list-style-type: none"> • Reduced lung function. • Aggravation of the effects of gaseous pollutants. • Aggravation of respiratory and cardio respiratory diseases. • Increased cough and chest discomfort. • Soiling. • Reduced visibility.
Fine Particulate Matter (PM-2.5)	<ul style="list-style-type: none"> • Fuel combustion in motor vehicles, equipment, and industrial sources. • Residential and agricultural burning. • Industrial processes. • Also, formed from photochemical reactions of other pollutants, including NO_x, sulfur oxides, and organics. 	<ul style="list-style-type: none"> • Increases respiratory disease. • Lung damage. • Cancer and premature death. • Reduces visibility and results in surface soiling.
Sulfur Dioxide (SO ₂)	<ul style="list-style-type: none"> • Combustion of sulfur-containing fossil fuels. • Smelting of sulfur-bearing metal ores. • Industrial processes. 	<ul style="list-style-type: none"> • Aggravation of respiratory diseases (asthma, emphysema). • Reduced lung function. • Irritation of eyes. • Reduced visibility. • Plant injury. • Deterioration of metals, textiles, leather, finishes, coatings, etc.

Source: California Air Resources Board, 2002.

Evaluation of the most current data on the health effects of inhalation of fine particulate matter prompted the California Air Resources Board (ARB) to recommend adoption of the statewide PM-2.5 standard that is more stringent than the federal standard. This standard was adopted in 2002. The State PM-2.5 standard is more of a goal in that it does not have specific attainment planning requirements like a federal clean air standard, but only requires continued progress towards attainment.

Similarly, the ARB extensively evaluated health effects of ozone exposure. A new state standard for an 8-hour ozone exposure was adopted in 2005, which aligned with the exposure period for the federal 8-hour standard. The California 8-hour ozone standard of 0.07 ppm is more stringent than the federal 8-hour standard of 0.075 ppm. The state standard, however, does not have a specific attainment deadline. California air quality jurisdictions are required to make steady progress towards attaining state standards, but there are no hard deadlines or any consequences of non-attainment. During the same re-evaluation process, the ARB adopted an annual state standard for nitrogen dioxide (NO₂) that is more stringent than the corresponding federal standard, and strengthened the state one-hour NO₂ standard.

As part of EPA's 2002 consent decree on clean air standards, a further review of airborne particulate matter (PM) and human health was initiated. A substantial modification of federal clean air standards for PM was promulgated in 2006. Standards for PM-2.5 were strengthened, a new class of PM in the 2.5 to 10 micron size was created, some PM-10 standards were revoked, and a distinction between rural and urban air quality was adopted. In December, 2012, the federal annual standard for PM-2.5 was reduced from 15 µg/m³ to 12 µg/m³ which matches the California AAQS. The severity of the basin's non-attainment status for PM-2.5 may be increased by this action and thus require accelerated planning for future PM-2.5 attainment.

In response to continuing evidence that ozone exposure at levels just meeting federal clean air standards is demonstrably unhealthful, EPA had proposed a further strengthening of the 8-hour standard. A new 8-hour ozone standard was adopted in 2015 after extensive analysis and public input. The adopted national 8-hour ozone standard is 0.07 ppm which matches the current California standard. It will require three years of ambient data collection, then 2 years of non-attainment findings and planning protocol adoption, then several years of plan development and approval. Final air quality plans for the new standard are likely to be adopted around 2022. Ultimate attainment of the new standard in ozone problem areas such as Southern California might be after 2030.

In 2010 a new federal one-hour primary standard for nitrogen dioxide (NO₂) was adopted. This standard is more stringent than the existing state standard. Based upon air quality monitoring data in the South Coast Air Basin, the California Air Resources Board has requested the EPA to designate the basin as being in attainment for this standard. The federal standard for sulfur dioxide (SO₂) was also recently revised. However, with minimal combustion of coal and mandatory use of low sulfur fuels in California, SO₂ is typically not a problem pollutant.

BASELINE AIR QUALITY

Existing and probable future levels of air quality around the project area can best be best inferred from ambient air quality measurements conducted by the SCAQMD at the Anaheim monitoring station. This station measures both regional pollution levels such as smog, as well as primary vehicular pollution levels near busy roadways such as carbon monoxide and nitrogen oxides. Pollutants such as particulates (PM-10 and PM-2.5) are also monitored at Anaheim. Table 3 is a 6-year summary of monitoring data for the major air pollutants compiled from this air monitoring station. From this data the following conclusions regarding air quality trends can be drawn:

- a. Photochemical smog (ozone) levels occasionally exceed standards. All state and federal ozone standards have been exceeded 1 percent or less of all days in the past six years. Measurements from more recent years demonstrate progressively improved ozone levels in the area except perhaps for some temporary “backsliding” in 2014. While ozone levels are still occasionally elevated, they are much lower than 10 to 20 years ago.
- b. Respirable dust (PM-10) levels occasionally exceed the state standard on approximately two percent of measured days. The less stringent federal PM-10 standard has not been exceeded in the last six years.
- c. The federal ultra-fine particulate (PM-2.5) standard of $35 \mu\text{g}/\text{m}^3$ has been exceeded on less than one percent of measurement days in the last six years.
- d. More localized pollutants such as carbon monoxide, nitrogen oxides, etc. are very low near the project site. There is substantial excess dispersive capacity to accommodate localized vehicular air pollutants such as NO_x or CO without any threat of violating applicable AAQS. Data from a recent “near roadway” monitoring study directly along the I-5 shoulder (<50 feet) in Anaheim showed noticeably elevated levels of NO_x and CO, but even at this close distance federal clean air standards were not exceeded.

Although complete attainment of every clean air standard is not yet imminent, extrapolation of the steady improvement trend suggests that such attainment could occur within the reasonably near future.

Table 3
Air Quality Monitoring Summary (2009-2014)
(Number of Days Standards Were Exceeded, and
Maximum Levels During Such Violations)
(Entries shown as ratios = samples exceeding standard/samples taken)

Pollutant/Standard	2009	2010	2011	2012	2013	2014
Ozone						
1-Hour > 0.09 ppm (S)	0	1	0	0	0	2
8-Hour > 0.07 ppm (S)	2	1	1	0	0	6
8- Hour > 0.075 ppm (F)	1	1	0	0	0	4
Max. 1-Hour Conc. (ppm)	0.093	0.104	0.088	0.079	0.084	0.111
Max. 8-Hour Conc. (ppm)	0.077	0.088	0.072	0.067	0.070	0.081
Carbon Monoxide						
8- Hour > 9. ppm (S,F)	0	0	0	0	0	0
Max 8-hour Conc. (ppm)	2.7	2.0	2.1	2.3	2.6	2.1
Nitrogen Dioxide						
1-Hour > 0.18 ppm (S)	0	0	0	0	0	0
Max. 1-Hour Conc. (ppm)	0.068	0.073	0.074	0.067	0.082	0.076
Inhalable Particulates (PM-10)						
24-hour > 50 µg/m ³ (S)	1/56	0/57	2/57	0/61	1/59	2/61
24-hour > 150 µg/m ³ (F)	0/56	0/57	0/57	0/61	0/59	0/61
Max. 24-Hr. Conc. (µg/m ³)	62.	43.	53.	48.	77.	85.
Ultra-Fine Particulates (PM-2.5)						
24-Hour > 35 µg/m ³ (F)	4/334	0/331	2/352	4/347	1/331	6/334
Max. 24-Hr. Conc. (µg/m ³)	64.5	31.7	39.2	50.1	37.8	56.2

Source: South Coast AQMD Air Monitoring Station Data Summary, Anaheim Station (3176)

AIR QUALITY PLANNING

The Federal Clean Air Act (1977 Amendments) required that designated agencies in any area of the nation not meeting national clean air standards must prepare a plan demonstrating the steps that would bring the area into compliance with all national standards. The SCAB could not meet the deadlines for ozone, nitrogen dioxide, carbon monoxide, or PM-10. In the SCAB, the agencies designated by the governor to develop regional air quality plans are the SCAQMD and the Southern California Association of Governments (SCAG). The two agencies first adopted an Air Quality Management Plan (AQMP) in 1979 and revised it several times as earlier attainment forecasts were shown to be overly optimistic.

The 1990 Federal Clean Air Act Amendment (CAAA) required that all states with air-sheds with “serious” or worse ozone problems submit a revision to the State Implementation Plan (SIP). Amendments to the SIP have been proposed, revised and approved over the past decade. The most current regional attainment emissions forecast for ozone precursors (ROG and NOx) and for carbon monoxide (CO) and for particulate matter are shown in Table 4. Substantial reductions in emissions of ROG, NOx and CO are forecast to continue throughout the next several decades. Unless new particulate control programs are implemented, PM-10 and PM-2.5 are forecast to slightly increase.

The Air Quality Management District (AQMD) adopted an updated clean air “blueprint” in August 2003. The 2003 Air Quality Management Plan (AQMP) was approved by the EPA in 2004. The AQMP outlined the air pollution measures needed to meet federal health-based standards for ozone by 2010 and for particulates (PM-10) by 2006. The 2003 AQMP was based upon the federal one-hour ozone standard which was revoked late in 2005 and replaced by an 8-hour federal standard. Because of the revocation of the hourly standard, a new air quality planning cycle was initiated.

With re-designation of the air basin as non-attainment for the 8-hour ozone standard, a new attainment plan was developed. This plan shifted most of the one-hour ozone standard attainment strategies to the 8-hour standard. As previously noted, the attainment date was to “slip” from 2010 to 2021. The updated attainment plan also includes strategies for ultimately meeting the federal PM-2.5 standard.

Because projected attainment by 2021 requires control technologies that do not exist yet, the SCAQMD requested a voluntary “bump-up” from a “severe non-attainment” area to an “extreme non-attainment” designation for ozone. The extreme designation will allow a longer time period for these technologies to develop. If attainment cannot be demonstrated within the specified deadline without relying on “black-box” measures, EPA would have been required to impose sanctions on the region had the bump-up request not been approved. In April 2010, the EPA approved the change in the non-attainment designation from “severe-17” to “extreme.” This reclassification sets a later attainment deadline (2024), but also requires the air basin to adopt even more stringent emissions controls.

Table 4

South Coast Air Basin Emissions Forecasts (Emissions in tons/day)

Pollutant	2012^a	2015^b	2020^b	2025^b	2030
NOx	512	451	357	289	266
VOC	466	429	400	393	393
PM-10	154	155	161	165	170
PM-2.5	68	67	67	68	170

^a2012 Base Year.

^bWith current emissions reduction programs and adopted growth forecasts.

Source: California Air Resources Board, 2013 Almanac of CEPAM

In other air quality attainment plan reviews, EPA has disapproved part of the SCAB PM-2.5 attainment plan included in the AQMP. EPA has stated that the current attainment plan relies on PM-2.5 control regulations that have not yet been approved or implemented. It is expected that a number of rules that are pending approval will remove the identified deficiencies. If these issues are not resolved within the next several years, federal funding sanctions for transportation projects could result. The 2012 AQMP included in the ARB submittal to EPA as part of the California State Implementation Plan (SIP) is expected to remedy identified PM-2.5 planning deficiencies.

The federal Clean Air Act requires that non-attainment air basins have EPA approved attainment plans in place. This requirement includes the federal one-hour ozone standard even though that standard was revoked almost ten years ago. There was no approved attainment plan for the one-hour federal standard at the time of revocation. Through a legal quirk, the SCAQMD is now required to develop an AQMP for the long since revoked one-hour federal ozone standard. Because the 2012 AQMP contains a number of control measures for the 8-hour ozone standard that are equally effective for one-hour levels, the 2012 AQMP is believed to satisfy hourly attainment planning requirements.

AQMPs are required to be updated every three years. The 2012 AQMP was adopted in early 2013. An updated AQMP must therefore be adopted in 2016. Planning for the 2016 AQMP is currently on-going. The current attainment deadlines for all federal non-attainment pollutants are now as follows:

8-hour ozone (70 ppb)	2037
Annual PM-2.5 (12 µg/m ³)	2025
8-hour ozone (80 ppb)	2024 (old standard)
8-hour ozone (75 ppb)	2032 (current standard)
1-hour ozone (120 ppb)	2023 (rescinded standard)
24-hour PM-2.5 (35 µg/m ³)	2019

The key challenge is that NO_x emission levels, as a critical ozone precursor pollutant, are forecast to continue to exceed the levels that would allow the above deadlines to be met. Unless additional NO_x control measures are adopted and implemented, attainment goals may not be met.

The proposed project does not directly relate to the AQMP in that there are no specific air quality programs or regulations governing residential projects. Conformity with adopted plans, forecasts and programs relative to population, housing, employment and land use is the primary yardstick by which impact significance of planned growth is determined. The SCAQMD, however, while acknowledging that the AQMP is a growth-accommodating document, does not favor designating regional impacts as less-than-significant just because the proposed development is consistent with regional growth projections. Air quality impact significance for the proposed project has therefore been analyzed on a project-specific basis.

AIR QUALITY IMPACT

STANDARDS OF SIGNIFICANCE

Air quality impacts are considered "significant" if they cause clean air standards to be violated where they are currently met, or if they "substantially" contribute to an existing violation of standards. Any substantial emissions of air contaminants for which there is no safe exposure, or nuisance emissions such as dust or odors, would also be considered a significant impact.

Appendix G of the California CEQA Guidelines offers the following five tests of air quality impact significance. A project would have a potentially significant impact if it:

- a. Conflicts with or obstructs implementation of the applicable air quality plan.
- b. Violates any air quality standard or contributes substantially to an existing or projected air quality violation.
- c. Results in a cumulatively considerable net increase of any criteria pollutants 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).
- d. Exposes sensitive receptors to substantial pollutant concentrations.
- e. Creates objectionable odors affecting a substantial number of people.

Primary Pollutants

Air quality impacts generally occur on two scales of motion. Near an individual source of emissions or a collection of sources such as a crowded intersection or parking lot, levels of those pollutants that are emitted in their already unhealthful form will be highest. Carbon monoxide (CO) is an example of such a pollutant. Primary pollutant impacts can generally be evaluated directly in comparison to appropriate clean air standards. Violations of these standards where they are currently met, or a measurable worsening of an existing or future violation, would be considered a significant impact. Many particulates, especially fugitive dust emissions, are also primary pollutants. Because of the non-attainment status of the South Coast Air Basin (SCAB) for PM-10, an aggressive dust control program is required to control fugitive dust during project construction.

Secondary Pollutants

Many pollutants, however, require time to transform from a more benign form to a more unhealthful contaminant. Their impact occurs regionally far from the source. Their incremental regional impact is minute on an individual basis and cannot be quantified except through complex photochemical computer models. Analysis of significance of such emissions is based

upon a specified amount of emissions (pounds, tons, etc.) even though there is no way to translate those emissions directly into a corresponding ambient air quality impact.

Because of the chemical complexity of primary versus secondary pollutants, the SCAQMD has designated significant emissions levels as surrogates for evaluating regional air quality impact significance independent of chemical transformation processes. Projects with daily emissions that exceed any of the following emission thresholds are recommended by the SCAQMD to be considered significant under CEQA guidelines.

**Table 5
Daily Emissions Thresholds**

Pollutant	Construction	Operations
ROG	75	55
NOx	100	55
CO	550	550
PM-10	150	150
PM-2.5	55	55
SOx	150	150
Lead	3	3

Source: SCAQMD CEQA Air Quality Handbook, November, 1993 Rev.

Additional Indicators

In its CEQA Handbook, the SCAQMD also states that additional indicators should be used as screening criteria to determine the need for further analysis with respect to air quality. The additional indicators are as follows:

- Project could interfere with the attainment of the federal or state ambient air quality standards by either violating or contributing to an existing or projected air quality violation
- Project could result in population increases within the regional statistical area which would be in excess of that projected in the AQMP and in other than planned locations for the project's build-out year.
- Project could generate vehicle trips that cause a CO hot spot.

CONSTRUCTION ACTIVITY IMPACTS

CalEEMod was developed by the SCAQMD to provide a model by which to calculate both construction emissions and operational emissions from a variety of land use projects. It calculates both the daily maximum and annual average emissions for criteria pollutants as well as total or annual greenhouse gas (GHG) emissions.

Although exhaust emissions will result from on and off-site equipment, the exact types and numbers of equipment will vary among contractors such that such emissions cannot be quantified with certainty. Estimated construction emissions were modeled using CalEEMod2013.2.2 to identify maximum daily emissions for each pollutant during project construction.

The proposed project entails construction of 50 apartments and a 66 space parking area. Construction was modeled in CalEEMod2013.2.2 using default construction equipment and schedule for a project of this size. Although a 15-month construction schedule is anticipated, all heavy equipment operations have been compressed into a single construction year shown in Table 6 as a worst case assumption.

Table 6

Construction Activity Equipment Fleet

Phase Name and Duration	Equipment
Grading (4 days)	1 Grader
	1 Dozer
	1 Loader/Backhoe
Construction (200 days)	1 Crane
	1 Loader/Backhoe
	1 Generator Set
	1 Forklift
	3 Welders
Paving (10 days)	1 Paver
	1 Paving Equipment
	1 Cement Mixer
	1 Loader/Backhoe
	1 Roller

Utilizing this indicated equipment fleet and durations shown in Table 6 the following worst case daily construction emissions are calculated by CalEEMod and are listed in Table 7.

**Table 7
Construction Activity Emissions
Maximum Daily Emissions (pounds/day)**

Maximal Construction Emissions	ROG	NOx	CO	SO₂	PM-10	PM-2.5
2017	41.3	20.1	18.0	0.0	6.1	3.5
SCAQMD Thresholds	75	100	550	150	150	55

Peak daily construction activity emissions are estimated to be below SCAQMD CEQA thresholds without the need for any added mitigation.

Construction equipment exhaust contains carcinogenic compounds within the diesel exhaust particulates. The toxicity of diesel exhaust is evaluated relative to a 24-hour per day, 365 days per year, 70-year lifetime exposure. The SCAQMD does not generally require the analysis of construction-related diesel emissions relative to health risk due to the short period for which the majority of diesel exhaust would occur. Health risk analyses are typically assessed over a 9-, 30-, or 70-year timeframe and not over a relatively brief construction period due to the lack of health risk associated with such a brief exposure.

LOCALIZED SIGNIFICANCE THRESHOLDS

The SCAQMD has developed analysis parameters to evaluate ambient air quality on a local level in addition to the more regional emissions-based thresholds of significance. These analysis elements are called Localized Significance Thresholds (LSTs). LSTs were developed in response to Governing Board's Environmental Justice Enhancement Initiative 1-4 and the LST methodology was provisionally adopted in October 2003 and formally approved by SCAQMD's Mobile Source Committee in February 2005.

Use of an LST analysis for a project is optional. For the proposed project, the primary source of possible LST impact would be during construction. LSTs are applicable for a sensitive receptor where it is possible that an individual could remain for 24 hours such as a residence, hospital or convalescent facility.

LSTs are only applicable to the following criteria pollutants: oxides of nitrogen (NOx), carbon monoxide (CO), and particulate matter (PM-10 and PM-2.5). LSTs represent the maximum emissions from a project that are not expected to cause or contribute to an exceedance of the most stringent applicable federal or state ambient air quality standard, and are developed based on the ambient concentrations of that pollutant for each source receptor area and distance to the nearest sensitive receptor.

LST screening tables are available for 25, 50, 100, 200 and 500 meter source-receptor distances. For this project the nearest sensitive receptors are the residential uses to the north, across Orangethrope Avenue, and are 250 feet from the edge of the site. Therefore, the approximate 75 meter distance was interpolated using thresholds for the 50 meter and 100 meter distances.

The SCAQMD has issued guidance on applying CalEEMod to LSTs. LST pollutant screening level concentration data is currently published for various size sites as well as varying distances. For this project, the most conservative threshold for a one acre site was used.

The following thresholds and emissions in Table 8 are therefore determined (pounds per day):

Table 8
LST and Project Emissions (pounds/day)

LST 1 acre/75 meters N Orange County	CO	NOx	PM-10	PM-2.5
LST Thresholds	850	113	17	7
Max On-Site Emissions	18	20	6	4

CalEEMod Output in Appendix

LSTs were compared to the maximum daily construction activities. As seen above, emissions will meet the LST for construction thresholds without the application of additional mitigation. LST impacts are less-than-significant.

OPERATIONAL IMPACTS

Operational emissions were calculated using CalEEMod2013.2.2 for an assumed project build-out year of 2018 as a target for full occupancy. The project would generate 330 weekday daily trips using default trip generation data found in CalEEMod. In addition to mobile sources from vehicles, general development causes smaller amounts of “area source” air pollution to be generated from on-site energy consumption (primarily landscaping) and from off-site electrical generation (lighting). These sources represent a minimal percentage of the total project NOx and CO burdens, and a few percent other pollutants. The inclusion of such emissions adds negligibly to the total significant project-related emissions burden as shown in Table 9.

**Table 9
Daily Operational Impacts**

	Operational Emissions (lbs/day)					
Source	ROG	NOx	CO	SO₂	PM-10	PM-2.5
Area	14.9	0.4	29.3	0.0	3.8	3.8
Energy	0.0	0.1	0.0	0.0	0.0	0.0
Mobile	1.1	3.4	13.8	0.0	2.6	0.7
Total	16.0	3.9	43.1	0.1	6.4	4.5
SCAQMD Threshold	55	55	550	150	150	55
Exceeds Threshold?	No	No	No	No	No	No

Source: CalEEMod2013.2.2 Output in Appendix

As seen in Table 9 the project would not cause any operational emissions to exceed their respective SCAQMD CEQA significance thresholds. Operational emission impacts are judged to be less than significant. No impact mitigation for operational activity emissions is considered necessary to support this finding.

CONSTRUCTION EMISSIONS MINIMIZATION

Construction activities are not anticipated to cause dust emissions to exceed SCAQMD CEQA thresholds. Nevertheless, emissions minimization through enhanced dust control measures is recommended for use because of the non-attainment status of the air basin. Recommended measures include:

Fugitive Dust Control

- Apply soil stabilizers or moisten inactive areas.
- Water exposed surfaces as needed to avoid visible dust leaving the construction site (typically 2-3 times/day).
- Cover all stock piles with tarps at the end of each day or as needed.
- Provide water spray during loading and unloading of earthen materials.
- Minimize in-out traffic from construction zone
- Cover all trucks hauling dirt, sand, or loose material and require all trucks to maintain at least two feet of freeboard
- Sweep streets daily if visible soil material is carried out from the construction site

Similarly, ozone precursor emissions (ROG and NOx) are calculated to be below SCAQMD CEQA thresholds. However, because of the regional non-attainment for photochemical smog, the use of reasonably available control measures for diesel exhaust is recommended. Combustion emissions control options include:

Exhaust Emissions Control

- Utilize well-tuned off-road construction equipment.
- Establish a preference for contractors using Tier 3 or better heavy equipment.
- Enforce 5-minute idling limits for both on-road trucks and off-road equipment.

GREENHOUSE GAS EMISSIONS

“Greenhouse gases” (so called because of their role in trapping heat near the surface of the earth) emitted by human activity are implicated in global climate change, commonly referred to as “global warming.” These greenhouse gases contribute to an increase in the temperature of the earth’s atmosphere by transparency to short wavelength visible sunlight, but near opacity to outgoing terrestrial long wavelength heat radiation in some parts of the infrared spectrum. The principal greenhouse gases (GHGs) are carbon dioxide, methane, nitrous oxide, ozone, and water vapor. For purposes of planning and regulation, Section 15364.5 of the California Code of Regulations defines GHGs to include carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons and sulfur hexafluoride. Fossil fuel consumption in the transportation sector (on-road motor vehicles, off-highway mobile sources, and aircraft) is the single largest source of GHG emissions, accounting for approximately half of GHG emissions globally. Industrial and commercial sources are the second largest contributors of GHG emissions with about one-fourth of total emissions.

California has passed several bills and the Governor has signed at least three executive orders regarding greenhouse gases. GHG statutes and executive orders (EO) include AB 32, SB 1368, EO S-03-05, EO S-20-06 and EO S-01-07.

AB 32 is one of the most significant pieces of environmental legislation that California has adopted. Among other things, it is designed to maintain California’s reputation as a “national and international leader on energy conservation and environmental stewardship.” It will have wide-ranging effects on California businesses and lifestyles as well as far reaching effects on other states and countries. A unique aspect of AB 32, beyond its broad and wide-ranging mandatory provisions and dramatic GHG reductions are the short time frames within which it must be implemented. Major components of the AB 32 include:

- Require the monitoring and reporting of GHG emissions beginning with sources or categories of sources that contribute the most to statewide emissions.
- Requires immediate “early action” control programs on the most readily controlled GHG sources.
- Mandates that by 2020, California’s GHG emissions be reduced to 1990 levels.
- Forces an overall reduction of GHG gases in California by 25-40%, from business as usual, to be achieved by 2020.
- Must complement efforts to achieve and maintain federal and state ambient air quality standards and to reduce toxic air contaminants.

Statewide, the framework for developing the implementing regulations for AB 32 is under way. Maximum GHG reductions are expected to derive from increased vehicle fuel efficiency, from greater use of renewable energy and from increased structural energy efficiency. Additionally, through the California Climate Action Registry (CCAR now called the Climate Action Reserve), general and industry-specific protocols for assessing and reporting GHG emissions have been

developed. GHG sources are categorized into direct sources (i.e. company owned) and indirect sources (i.e. not company owned). Direct sources include combustion emissions from on-and off-road mobile sources, and fugitive emissions. Indirect sources include off-site electricity generation and non-company owned mobile sources.

THRESHOLDS OF SIGNIFICANCE

In response to the requirements of SB97, the State Resources Agency developed guidelines for the treatment of GHG emissions under CEQA. These new guidelines became state laws as part of Title 14 of the California Code of Regulations in March, 2010. The CEQA Appendix G guidelines were modified to include GHG as a required analysis element. A project would have a potentially significant impact if it:

- Generates GHG emissions, directly or indirectly, that may have a significant impact on the environment, or,
- Conflicts with an applicable plan, policy or regulation adopted to reduce GHG emissions.

Section 15064.4 of the Code specifies how significance of GHG emissions is to be evaluated. The process is broken down into quantification of project-related GHG emissions, making a determination of significance, and specification of any appropriate mitigation if impacts are found to be potentially significant. At each of these steps, the new GHG guidelines afford the lead agency with substantial flexibility.

Emissions identification may be quantitative, qualitative or based on performance standards. CEQA guidelines allow the lead agency to “select the model or methodology it considers most appropriate.” The most common practice for transportation/combustion GHG emissions quantification is to use a computer model such as CalEEMod, as was used in the ensuing analysis.

The significance of those emissions then must be evaluated; the selection of a threshold of significance must take into consideration what level of GHG emissions would be cumulatively considerable. The guidelines are clear that they do not support a zero net emissions threshold. If the lead agency does not have sufficient expertise in evaluating GHG impacts, it may rely on thresholds adopted by an agency with greater expertise.

On December 5, 2008 the SCAQMD Governing Board adopted an Interim quantitative GHG Significance Threshold for industrial projects where the SCAQMD is the lead agency (e.g., stationary source permit projects, rules, plans, etc.) of 10,000 Metric Tons (MT) CO₂ equivalent/year. In September 2010, the SCAQMD CEQA Significance Thresholds GHG Working Group released revisions which recommended a threshold of 3,000 MT CO₂e for all land use projects. This 3,000 MT/year recommendation has been used as a guideline for this analysis. In the absence of an adopted numerical threshold of significance, project related GHG emissions in excess of the guideline level are presumed to trigger a requirement for enhanced GHG reduction at the project level.

PROJECT RELATED GHG EMISSIONS GENERATION

Construction Activity GHG Emissions

The project is assumed to require less than one year for construction. During project construction, the CalEEMod2013.2.2 computer model predicts that the construction activities will generate the annual CO₂e emissions identified in Table 10.

**Table 10
Construction Emissions (Metric Tons CO₂e)**

	CO₂e
Year 2017	262.6
Amortized	8.8

CalEEMod Output provided in appendix

SCAQMD GHG emissions policy from construction activities is to amortize emissions over a 30-year lifetime. The amortized level is also provided. GHG impacts from construction are considered individually less-than-significant.

Project Operational GHG Emissions

The input assumptions for operational GHG emissions calculations, and the GHG conversion from consumption to annual regional CO₂e emissions are summarized in the CalEEMod2013.2.2 output files found in the appendix of this report.

The total operational and annualized construction emissions for the proposed project are identified in Table 11.

**Table 11
Proposed Uses Operational Emissions**

Consumption Source	MT CO₂e
Area Sources	16.8
Energy Utilization	79.8
Mobile Source	468.7
Solid Waste Generation	10.5
Water Consumption	22.8
Construction	8.8
Total	607.4
Guideline Threshold	3,000
Exceeds Threshold?	No

Total project GHG emissions are substantially below the proposed significance threshold of 3,000 MT suggested by the SCAQMD. Hence, the project will not result in generation of a significant level of greenhouse gases.

CONSISTENCY WITH GHG PLANS, PROGRAMS AND POLICIES

The City of Placentia has not yet developed a Greenhouse Gas Reduction Plan. The applicable GHG planning document is AB-32. As discussed above, the project is not expected to result in a significant increase in GHG emissions. As a result, the project results in GHG emissions below the recommended SCAQMD 3,000 ton threshold. Therefore, the project would not conflict with any applicable plan, policy, or regulation to reduce GHG emissions.

CALEEMOD2013.2.2 COMPUTER MODEL OUTPUT

- DAILY EMISISONS
- ANNUAL EMISSIONS

Mercy Village
South Coast Air Basin, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Apartments Mid Rise	50.00	Dwelling Unit	1.32	50,000.00	143
Parking Lot	66.00	Space	0.59	26,400.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	31
Climate Zone	8			Operational Year	2018
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	630.89	CH4 Intensity (lb/MWhr)	0.029	N2O Intensity (lb/MWhr)	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use -

Construction Phase - Grading: 4 days, Construction: 200 days, Paving: 10 days

Construction Off-road Equipment Mitigation -

Area Mitigation -

Table Name	Column Name	Default Value	New Value
tblProjectCharacteristics	OperationalYear	2014	2018

2.0 Emissions Summary

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	14.8554	0.3807	29.2932	0.0402		3.8421	3.8421		3.8415	3.8415	468.3459	907.4421	1,375.7880	1.4041	0.0318	1,415.1283
Energy	0.0127	0.1087	0.0463	6.9000e-004		8.7900e-003	8.7900e-003		8.7900e-003	8.7900e-003		138.8203	138.8203	2.6600e-003	2.5500e-003	139.6651
Mobile	1.1753	3.4209	13.8480	0.0388	2.5945	0.0525	2.6469	0.6932	0.0484	0.7416		3,198.6028	3,198.6028	0.1160		3,201.0387
Total	16.0435	3.9103	43.1875	0.0797	2.5945	3.9034	6.4978	0.6932	3.8987	4.5919	468.3459	4,244.8652	4,713.2111	1.5228	0.0343	4,755.8321

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.8410	0.0483	4.1658	2.2000e-004		0.0831	0.0831		0.0824	0.0824	0.0000	960.3832	960.3832	0.0257	0.0175	966.3381
Energy	0.0127	0.1087	0.0463	6.9000e-004		8.7900e-003	8.7900e-003		8.7900e-003	8.7900e-003		138.8203	138.8203	2.6600e-003	2.5500e-003	139.6651
Mobile	1.1753	3.4209	13.8480	0.0388	2.5945	0.0525	2.6469	0.6932	0.0484	0.7416		3,198.6028	3,198.6028	0.1160		3,201.0387
Total	3.0290	3.5779	18.0601	0.0397	2.5945	0.1443	2.7388	0.6932	0.1396	0.8328	0.0000	4,297.8063	4,297.8063	0.1443	0.0200	4,307.0419

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	81.12	8.50	58.18	50.18	0.00	96.30	57.85	0.00	96.42	81.86	100.00	-1.25	8.81	90.52	41.70	9.44

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Grading	Grading	2/1/2017	2/6/2017	5	4	
2	Building Construction	Building Construction	2/7/2017	11/13/2017	5	200	
3	Paving	Paving	11/14/2017	11/27/2017	5	10	
4	Architectural Coating	Architectural Coating	11/28/2017	12/11/2017	5	10	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 1.5

Acres of Paving: 0

Residential Indoor: 101,250; Residential Outdoor: 33,750; Non-Residential Indoor: 1,188; Non-Residential Outdoor: 396 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Cement and Mortar Mixers	1	6.00	9	0.56
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Cranes	1	6.00	226	0.29
Building Construction	Forklifts	1	6.00	89	0.20
Paving	Pavers	1	6.00	125	0.42
Paving	Rollers	1	7.00	80	0.38
Grading	Rubber Tired Dozers	1	6.00	255	0.40
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Grading	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Grading	Graders	1	6.00	174	0.41
Paving	Paving Equipment	1	8.00	130	0.36
Building Construction	Welders	3	8.00	46	0.45

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
Grading	3	8.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	7	47.00	10.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	5	13.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	9.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

Clean Paved Roads

3.2 Grading - 2017

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					4.9143	0.0000	4.9143	2.5256	0.0000	2.5256			0.0000			0.0000
Off-Road	1.8844	19.7889	13.1786	0.0141		1.0661	1.0661		0.9808	0.9808		1,439.1894	1,439.1894	0.4410		1,448.4496
Total	1.8844	19.7889	13.1786	0.0141	4.9143	1.0661	5.9804	2.5256	0.9808	3.5064		1,439.1894	1,439.1894	0.4410		1,448.4496

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0299	0.0376	0.4696	1.1300e-003	0.0894	7.2000e-004	0.0901	0.0237	6.6000e-004	0.0244		91.5246	91.5246	4.5000e-003		91.6192
Total	0.0299	0.0376	0.4696	1.1300e-003	0.0894	7.2000e-004	0.0901	0.0237	6.6000e-004	0.0244		91.5246	91.5246	4.5000e-003		91.6192

3.2 Grading - 2017

Mitigated Construction On-Site

Category	lb/day											CO ₂ e			
	ROG	NOx	CO	SO ₂	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO ₂				
Fugitive Dust					2.2114	0.0000	2.2114	1.1365	0.0000	1.1365					0.0000
Off-Road	1.8844	19.7889	13.1786	0.0141		1.0661		0.9808	0.9808	2.1174	0.0000	1,439.189	4	1,439.189	0.4410
Total	1.8844	19.7889	13.1786	0.0141	2.2114	1.0661	3.2775	1.1365	0.9808	2.1174	0.0000	1,439.189	4	1,439.189	0.4410

Mitigated Construction Off-Site

Category	lb/day											CO ₂ e				
	ROG	NOx	CO	SO ₂	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO ₂		NBio-CO ₂	Total CO ₂	CH ₄	N ₂ O
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	0.0299	0.0378	0.4696	1.1300e-003	0.0894	7.2000e-004	0.0901	0.0237	6.6000e-004	0.0244	0.0000	91.5246	4	91.5246	4.5000e-003	91.6192
Total	0.0299	0.0378	0.4696	1.1300e-003	0.0894	7.2000e-004	0.0901	0.0237	6.6000e-004	0.0244	0.0000	91.5246	4	91.5246	4.5000e-003	91.6192

3.3 Building Construction - 2017

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Off-Road	2.9546	19.1088	14.3110	0.0220		1.2257	1.2257		1.1823	1.1823		2,034.2860	2,034.2860	0.4268			2,043.2497
Total	2.9546	19.1088	14.3110	0.0220		1.2257	1.2257		1.1823	1.1823		2,034.2860	2,034.2860	0.4268			2,043.2497

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0766	0.7908	0.9381	2.1700e-003	0.0625	0.0126	0.0751	0.0178	0.0116	0.0294		214.6672	214.6672	1.5100e-003			214.6990
Worker	0.1759	0.2210	2.7591	6.6500e-003	0.5254	4.2300e-003	0.5296	0.1393	3.9000e-003	0.1432		537.7070	537.7070	0.0265			538.2625
Total	0.2525	1.0117	3.6972	8.8200e-003	0.5879	0.0168	0.6047	0.1571	0.0155	0.1726		752.3742	752.3742	0.0280			752.9615

3.3 Building Construction - 2017

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.9546	19.1088	14.3110	0.0220		1.2257	1.2257		1.1823	1.1823	0.0000	2,034.2860	2,034.2860	0.4268		2,043.2497
Total	2.9546	19.1088	14.3110	0.0220		1.2257	1.2257		1.1823	1.1823	0.0000	2,034.2860	2,034.2860	0.4268		2,043.2497

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0766	0.7908	0.9381	2.1700e-003	0.0625	0.0126	0.0751	0.0178	0.0116	0.0294		214.6672	214.6672	1.5100e-003		214.6990
Worker	0.1759	0.2210	2.7591	6.6500e-003	0.5254	4.2300e-003	0.5296	0.1393	3.9000e-003	0.1432		537.7070	537.7070	0.0265		538.2625
Total	0.2525	1.0117	3.6972	8.8200e-003	0.5879	0.0168	0.6047	0.1571	0.0155	0.1726		752.3742	752.3742	0.0280		752.9615

3.4 Paving - 2017

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.1857	12.0981	9.0308	0.0133		0.7333	0.7333		0.6755	0.6755		1,347,657.5	1,347,657.5	0.4052		1,356.1677
Paving	0.1546					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.3402	12.0981	9.0308	0.0133		0.7333	0.7333		0.6755	0.6755		1,347,657.5	1,347,657.5	0.4052		1,356.1677

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0487	0.0611	0.7632	1.8400e-003	0.1453	1.1700e-003	0.1465	0.0385	1.0800e-003	0.0396		148.7275	148.7275	7.3200e-003		148.8811
Total	0.0487	0.0611	0.7632	1.8400e-003	0.1453	1.1700e-003	0.1465	0.0385	1.0800e-003	0.0396		148.7275	148.7275	7.3200e-003		148.8811

3.4 Paving - 2017

Mitigated Construction On-Site

Category	lb/day											CO ₂ e			
	ROG	NOx	CO	SO ₂	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO ₂				
Off-Road	1.1857	12.0981	9.0308	0.0133	0.7333	0.7333	0.7333	0.6755	0.6755	0.6755	0.0000	1,347.657	1,347.657	0.4052	1,356.167
Paving	0.1546				0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000
Total	1.3402	12.0981	9.0308	0.0133	0.7333	0.7333	0.7333	0.6755	0.6755	0.6755	0.0000	1,347.657	1,347.657	0.4052	1,356.167

Mitigated Construction Off-Site

Category	lb/day											CO ₂ e			
	ROG	NOx	CO	SO ₂	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO ₂		NBio-CO ₂	Total CO ₂	CH ₄
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	0.0487	0.0611	0.7632	1.8400e-003	0.1453	1.1700e-003	0.1465	0.0385	1.0800e-003	0.0396	148.7275	148.7275	148.7275	7.3200e-003	148.8811
Total	0.0487	0.0611	0.7632	1.8400e-003	0.1453	1.1700e-003	0.1465	0.0385	1.0800e-003	0.0396	148.7275	148.7275	148.7275	7.3200e-003	148.8811

3.5 Architectural Coating - 2017

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	40.9433					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.3323	2.1850	1.8681	2.9700e-003		0.1733	0.1733		0.1733	0.1733		281.4481	281.4481	0.0297		282.0721
Total	41.2756	2.1850	1.8681	2.9700e-003		0.1733	0.1733		0.1733	0.1733		281.4481	281.4481	0.0297		282.0721

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0337	0.0423	0.5283	1.2700e-003	0.1006	8.1000e-004	0.1014	0.0267	7.5000e-004	0.0274		102.9652	102.9652	5.0700e-003		103.0716
Total	0.0337	0.0423	0.5283	1.2700e-003	0.1006	8.1000e-004	0.1014	0.0267	7.5000e-004	0.0274		102.9652	102.9652	5.0700e-003		103.0716

3.5 Architectural Coating - 2017

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	40.9433					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.3323	2.1850	1.8681	2.9700e-003		0.1733	0.1733		0.1733	0.1733	0.0000	281.4481	281.4481	0.0297		282.0721
Total	41.2756	2.1850	1.8681	2.9700e-003		0.1733	0.1733		0.1733	0.1733	0.0000	281.4481	281.4481	0.0297		282.0721

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0337	0.0423	0.5283	1.2700e-003	0.1006	8.1000e-004	0.1014	0.0267	7.5000e-004	0.0274		102.9652	102.9652	5.0700e-003		103.0716
Total	0.0337	0.0423	0.5283	1.2700e-003	0.1006	8.1000e-004	0.1014	0.0267	7.5000e-004	0.0274		102.9652	102.9652	5.0700e-003		103.0716

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	1.1753	3.4209	13.8480	0.0388	2.5945	0.0525	2.6469	0.6932	0.0484	0.7416		3,198.6028	3,198.6028	0.1160		3,201.0387
Unmitigated	1.1753	3.4209	13.8480	0.0388	2.5945	0.0525	2.6469	0.6932	0.0484	0.7416		3,198.6028	3,198.6028	0.1160		3,201.0387

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Mid Rise	329.50	358.00	303.50	1,127,172	1,127,172
Parking Lot	0.00	0.00	0.00		
Total	329.50	358.00	303.50	1,127,172	1,127,172

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
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
0.512137	0.059943	0.180601	0.139123	0.042256	0.006647	0.016115	0.031670	0.001940	0.002502	0.004362	0.000588	0.002117

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0127	0.1087	0.0463	6.9000e-004		8.7900e-003	8.7900e-003		8.7900e-003	8.7900e-003		138.8203	138.8203	2.6600e-003	2.5500e-003	139.6651
NaturalGas Unmitigated	0.0127	0.1087	0.0463	6.9000e-004		8.7900e-003	8.7900e-003		8.7900e-003	8.7900e-003		138.8203	138.8203	2.6600e-003	2.5500e-003	139.6651

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Apartments Mid Rise	1179.97	0.0127	0.1087	0.0463	6.9000e-004		8.7900e-003	8.7900e-003		8.7900e-003	8.7900e-003		138.8203	138.8203	2.6600e-003	2.5500e-003	139.6651
Total		0.0127	0.1087	0.0463	6.9000e-004		8.7900e-003	8.7900e-003		8.7900e-003	8.7900e-003		138.8203	138.8203	2.6600e-003	2.5500e-003	139.6651

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Apartments Mid Rise	1.17997	0.0127	0.1087	0.0463	6.9000e-004		8.7900e-003	8.7900e-003		8.7900e-003	8.7900e-003		138.8203	138.8203	2.6600e-003	2.5500e-003	139.6651
Total		0.0127	0.1087	0.0463	6.9000e-004		8.7900e-003	8.7900e-003		8.7900e-003	8.7900e-003		138.8203	138.8203	2.6600e-003	2.5500e-003	139.6651

6.0 Area Detail

6.1 Mitigation Measures Area

Use only Natural Gas Hearths

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	1.8410	0.0483	4.1658	2.2000e-004		0.0831	0.0831		0.0824	0.0824	0.0000	960.3832	960.3832	0.0257	0.0175	966.3381
Unmitigated	14.8554	0.3807	29.2932	0.0402		3.8421	3.8421		3.8415	3.8415	468.3459	907.4421	1,375.7880	1.4041	0.0318	1,415.1283

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.1122					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.5127					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	13.1018	0.3324	25.1321	0.0400		3.8194	3.8194		3.8188	3.8188	468.3459	900.0000	1,368.3459	1.3967	0.0318	1,407.5309
Landscaping	0.1287	0.0483	4.1611	2.2000e-004		0.0227	0.0227		0.0227	0.0227		7.4421	7.4421	7.4000e-003		7.5975
Total	14.8554	0.3807	29.2932	0.0402		3.8421	3.8421		3.8415	3.8415	468.3459	907.4421	1,375.7880	1.4041	0.0318	1,415.1283

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.1122					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.5127					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0874	0.0000	4.7600e-003	0.0000		0.0604	0.0604		0.0597	0.0597	0.0000	952.9412	952.9412	0.0183	0.0175	958.7406
Landscaping	0.1287	0.0483	4.1611	2.2000e-004		0.0227	0.0227		0.0227	0.0227		7.4421	7.4421	7.4000e-003		7.5975
Total	1.8410	0.0483	4.1658	2.2000e-004		0.0831	0.0831		0.0824	0.0824	0.0000	960.3832	960.3832	0.0257	0.0175	966.3381

7.0 Water Detail

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Vegetation

Mercy Village
South Coast Air Basin, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Apartments Mid Rise	50.00	Dwelling Unit	1.32	50,000.00	143
Parking Lot	66.00	Space	0.59	26,400.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	31
Climate Zone	8			Operational Year	2018
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	630.89	CH4 Intensity (lb/MWhr)	0.029	N2O Intensity (lb/MWhr)	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics -
 Land Use -
 Construction Phase - Grading: 4 days, Construction: 200 days, Paving: 10 days
 Construction Off-road Equipment Mitigation -
 Area Mitigation -

Table Name	Column Name	Default Value	New Value
tblProjectCharacteristics	OperationalYear	2014	2018

2.0 Emissions Summary

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.4764	0.0102	0.8343	5.3000e-004		0.0506	0.0506		0.0506	0.0506	5.3110	11.0497	16.3607	0.0167	3.6000e-004	16.8227
Energy	2.3200e-003	0.0199	8.4400e-003	1.3000e-004		1.6000e-003	1.6000e-003		1.6000e-003	1.6000e-003	0.0000	79.4079	79.4079	3.0300e-003	9.6000e-004	79.7686
Mobile	0.1932	0.6150	2.3019	6.2500e-003	0.4272	8.8000e-003	0.4360	0.1143	8.1100e-003	0.1224	0.0000	468.3019	468.3019	0.0176	0.0000	468.6722
Waste						0.0000	0.0000		0.0000	0.0000	4.6688	0.0000	4.6688	0.2759	0.0000	10.4631
Water						0.0000	0.0000		0.0000	0.0000	1.0335	18.6684	19.7019	0.1070	2.6800e-003	22.7811
Total	0.6719	0.6451	3.1446	6.9100e-003	0.4272	0.0610	0.4881	0.1143	0.0603	0.1746	11.0133	577.4279	588.4412	0.4203	4.0000e-003	598.5077

2.2 Overall Operational

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.3137	6.0400e-003	0.5202	3.0000e-005		3.5900e-003	3.5900e-003		3.5800e-003	3.5800e-003	0.0000	11.6501	11.6501	1.0500e-003	2.0000e-004	11.7335
Energy	2.3200e-003	0.0199	8.4400e-003	1.3000e-004		1.6000e-003	1.6000e-003		1.6000e-003	1.6000e-003	0.0000	79.4079	79.4079	3.0300e-003	9.6000e-004	79.7686
Mobile	0.1932	0.6150	2.3019	6.2500e-003	0.4272	8.8000e-003	0.4360	0.1143	8.1100e-003	0.1224	0.0000	468.3019	468.3019	0.0176	0.0000	468.6722
Waste						0.0000	0.0000		0.0000	0.0000	4.6688	0.0000	4.6688	0.2759	0.0000	10.4631
Water						0.0000	0.0000		0.0000	0.0000	1.0335	18.6684	19.7019	0.1070	2.6800e-003	22.7795
Total	0.5092	0.6409	2.8306	6.4100e-003	0.4272	0.0140	0.4412	0.1143	0.0133	0.1276	5.7023	578.0283	583.7306	0.4046	3.8400e-003	593.4168

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	24.21	0.64	9.99	7.24	0.00	77.06	9.63	0.00	77.95	26.91	48.22	-0.10	0.80	3.72	4.00	0.85

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Grading	Grading	2/1/2017	2/6/2017	5	4	
2	Building Construction	Building Construction	2/7/2017	11/13/2017	5	200	
3	Paving	Paving	11/14/2017	11/27/2017	5	10	
4	Architectural Coating	Architectural Coating	11/28/2017	12/11/2017	5	10	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 1.5

Acres of Paving: 0

Residential Indoor: 101,250; Residential Outdoor: 33,750; Non-Residential Indoor: 1,188; Non-Residential Outdoor: 396 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Cement and Mortar Mixers	1	6.00	9	0.56
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Cranes	1	6.00	226	0.29
Building Construction	Forklifts	1	6.00	89	0.20
Paving	Pavers	1	6.00	125	0.42
Paving	Rollers	1	7.00	80	0.38
Grading	Rubber Tired Dozers	1	6.00	255	0.40
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Grading	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Grading	Graders	1	6.00	174	0.41
Paving	Paving Equipment	1	8.00	130	0.36
Building Construction	Welders	3	8.00	46	0.45

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
Grading	3	8.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	7	47.00	10.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	5	13.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	9.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

Clean Paved Roads

3.2 Grading - 2017

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					9.8300e-003	0.0000	9.8300e-003	5.0500e-003	0.0000	5.0500e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.7700e-003	0.0396	0.0264	3.0000e-005		2.1300e-003	2.1300e-003		1.9600e-003	1.9600e-003	0.0000	2.6112	2.6112	8.0000e-004	0.0000	2.6280
Total	3.7700e-003	0.0396	0.0264	3.0000e-005	9.8300e-003	2.1300e-003	0.0120	5.0500e-003	1.9600e-003	7.0100e-003	0.0000	2.6112	2.6112	8.0000e-004	0.0000	2.6280

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	6.0000e-005	9.0000e-005	8.8000e-004	0.0000	1.8000e-004	0.0000	1.8000e-004	5.0000e-005	0.0000	5.0000e-005	0.0000	0.1582	0.1582	1.0000e-005	0.0000	0.1583
Total	6.0000e-005	9.0000e-005	8.8000e-004	0.0000	1.8000e-004	0.0000	1.8000e-004	5.0000e-005	0.0000	5.0000e-005	0.0000	0.1582	0.1582	1.0000e-005	0.0000	0.1583

3.2 Grading - 2017

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					4.4200e-003	0.0000	4.4200e-003	2.2700e-003	0.0000	2.2700e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.7700e-003	0.0396	0.0264	3.0000e-005		2.1300e-003	2.1300e-003		1.9600e-003	1.9600e-003	0.0000	2.6112	2.6112	8.0000e-004	0.0000	2.6280
Total	3.7700e-003	0.0396	0.0264	3.0000e-005	4.4200e-003	2.1300e-003	6.5500e-003	2.2700e-003	1.9600e-003	4.2300e-003	0.0000	2.6112	2.6112	8.0000e-004	0.0000	2.6280

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	6.0000e-005	9.0000e-005	8.8000e-004	0.0000	1.8000e-004	0.0000	1.8000e-004	5.0000e-005	0.0000	5.0000e-005	0.0000	0.1582	0.1582	1.0000e-005	0.0000	0.1583
Total	6.0000e-005	9.0000e-005	8.8000e-004	0.0000	1.8000e-004	0.0000	1.8000e-004	5.0000e-005	0.0000	5.0000e-005	0.0000	0.1582	0.1582	1.0000e-005	0.0000	0.1583

3.3 Building Construction - 2017

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2955	1.9109	1.4311	2.2000e-003		0.1226	0.1226		0.1182	0.1182	0.0000	184.5473	184.5473	0.0387	0.0000	185.3605
Total	0.2955	1.9109	1.4311	2.2000e-003		0.1226	0.1226		0.1182	0.1182	0.0000	184.5473	184.5473	0.0387	0.0000	185.3605

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	8.1400e-003	0.0826	0.1104	2.2000e-004	6.1500e-003	1.2600e-003	7.4200e-003	1.7600e-003	1.1600e-003	2.9200e-003	0.0000	19.4056	19.4056	1.4000e-004	0.0000	19.4085
Worker	0.0169	0.0250	0.2597	6.3000e-004	0.0516	4.2000e-004	0.0520	0.0137	3.9000e-004	0.0141	0.0000	46.4565	46.4565	2.4000e-003	0.0000	46.5069
Total	0.0250	0.1076	0.3702	8.5000e-004	0.0577	1.6800e-003	0.0594	0.0155	1.5500e-003	0.0170	0.0000	65.8621	65.8621	2.5400e-003	0.0000	65.9154

3.3 Building Construction - 2017

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2955	1.9109	1.4311	2.2000e-003		0.1226	0.1226		0.1182	0.1182	0.0000	184.5471	184.5471	0.0387	0.0000	185.3603
Total	0.2955	1.9109	1.4311	2.2000e-003		0.1226	0.1226		0.1182	0.1182	0.0000	184.5471	184.5471	0.0387	0.0000	185.3603

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	8.1400e-003	0.0826	0.1104	2.2000e-004	6.1500e-003	1.2600e-003	7.4200e-003	1.7600e-003	1.1600e-003	2.9200e-003	0.0000	19.4056	19.4056	1.4000e-004	0.0000	19.4085
Worker	0.0169	0.0250	0.2597	6.3000e-004	0.0516	4.2000e-004	0.0520	0.0137	3.9000e-004	0.0141	0.0000	46.4565	46.4565	2.4000e-003	0.0000	46.5069
Total	0.0250	0.1076	0.3702	8.5000e-004	0.0577	1.6800e-003	0.0594	0.0155	1.5500e-003	0.0170	0.0000	65.8621	65.8621	2.5400e-003	0.0000	65.9154

3.4 Paving - 2017

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	5.9300e-003	0.0605	0.0452	7.0000e-005		3.6700e-003	3.6700e-003		3.3800e-003	3.3800e-003	0.0000	6.1129	6.1129	1.8400e-003	0.0000	6.1515
Paving	7.7000e-004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	6.7000e-003	0.0605	0.0452	7.0000e-005		3.6700e-003	3.6700e-003		3.3800e-003	3.3800e-003	0.0000	6.1129	6.1129	1.8400e-003	0.0000	6.1515

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.3000e-004	3.5000e-004	3.5900e-003	1.0000e-005	7.1000e-004	1.0000e-005	7.2000e-004	1.9000e-004	1.0000e-005	1.9000e-004	0.0000	0.6425	0.6425	3.0000e-005	0.0000	0.6432
Total	2.3000e-004	3.5000e-004	3.5900e-003	1.0000e-005	7.1000e-004	1.0000e-005	7.2000e-004	1.9000e-004	1.0000e-005	1.9000e-004	0.0000	0.6425	0.6425	3.0000e-005	0.0000	0.6432

3.4 Paving - 2017

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	5.9300e-003	0.0605	0.0452	7.0000e-005		3.6700e-003	3.6700e-003		3.3800e-003	3.3800e-003	0.0000	6.1129	6.1129	1.8400e-003	0.0000	6.1515
Paving	7.7000e-004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	6.7000e-003	0.0605	0.0452	7.0000e-005		3.6700e-003	3.6700e-003		3.3800e-003	3.3800e-003	0.0000	6.1129	6.1129	1.8400e-003	0.0000	6.1515

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.3000e-004	3.5000e-004	3.5900e-003	1.0000e-005	7.1000e-004	1.0000e-005	7.2000e-004	1.9000e-004	1.0000e-005	1.9000e-004	0.0000	0.6425	0.6425	3.0000e-005	0.0000	0.6432
Total	2.3000e-004	3.5000e-004	3.5900e-003	1.0000e-005	7.1000e-004	1.0000e-005	7.2000e-004	1.9000e-004	1.0000e-005	1.9000e-004	0.0000	0.6425	0.6425	3.0000e-005	0.0000	0.6432

3.5 Architectural Coating - 2017
Unmitigated Construction On-Site

Category	tons/yr											MT/yr				
	ROG	NOX	CO	SO2	Fugitive PM10	Exhaust PM10	Total PM10	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Archit. Coating	0.2047				0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	1.6600e-003	0.0109	9.3400e-003	1.0000e-005	8.7000e-004	8.7000e-004	8.7000e-004	8.7000e-004	8.7000e-004	8.7000e-004	0.0000	1.2766	1.2766	1.3000e-004	0.0000	1.2795
Total	0.2064	0.0109	9.3400e-003	1.0000e-005	8.7000e-004	8.7000e-004	8.7000e-004	8.7000e-004	8.7000e-004	8.7000e-004	0.0000	1.2766	1.2766	1.3000e-004	0.0000	1.2795

Unmitigated Construction Off-Site

Category	tons/yr											MT/yr				
	ROG	NOX	CO	SO2	Fugitive PM10	Exhaust PM10	Total PM10	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	1.6000e-004	2.4000e-004	2.4900e-003	1.0000e-005	4.9000e-004	5.0000e-004	1.3000e-004	1.3000e-004	0.0000	1.3000e-004	0.0000	0.4448	0.4448	2.0000e-005	0.0000	0.4453
Total	1.6000e-004	2.4000e-004	2.4900e-003	1.0000e-005	4.9000e-004	5.0000e-004	1.3000e-004	1.3000e-004	0.0000	1.3000e-004	0.0000	0.4448	0.4448	2.0000e-005	0.0000	0.4453

3.5 Architectural Coating - 2017

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.2047					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	1.6600e-003	0.0109	9.3400e-003	1.0000e-005		8.7000e-004	8.7000e-004		8.7000e-004	8.7000e-004	0.0000	1.2766	1.2766	1.3000e-004	0.0000	1.2795
Total	0.2064	0.0109	9.3400e-003	1.0000e-005		8.7000e-004	8.7000e-004		8.7000e-004	8.7000e-004	0.0000	1.2766	1.2766	1.3000e-004	0.0000	1.2795

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.6000e-004	2.4000e-004	2.4900e-003	1.0000e-005	4.9000e-004	0.0000	5.0000e-004	1.3000e-004	0.0000	1.3000e-004	0.0000	0.4448	0.4448	2.0000e-005	0.0000	0.4453
Total	1.6000e-004	2.4000e-004	2.4900e-003	1.0000e-005	4.9000e-004	0.0000	5.0000e-004	1.3000e-004	0.0000	1.3000e-004	0.0000	0.4448	0.4448	2.0000e-005	0.0000	0.4453

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.1932	0.6150	2.3019	6.2500e-003	0.4272	8.8000e-003	0.4360	0.1143	8.1100e-003	0.1224	0.0000	468.3019	468.3019	0.0176	0.0000	468.6722
Unmitigated	0.1932	0.6150	2.3019	6.2500e-003	0.4272	8.8000e-003	0.4360	0.1143	8.1100e-003	0.1224	0.0000	468.3019	468.3019	0.0176	0.0000	468.6722

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Mid Rise	329.50	358.00	303.50	1,127,172	1,127,172
Parking Lot	0.00	0.00	0.00		
Total	329.50	358.00	303.50	1,127,172	1,127,172

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
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
0.512137	0.059943	0.180601	0.139123	0.042256	0.006647	0.016115	0.031670	0.001940	0.002502	0.004362	0.000588	0.002117

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	56.4247	56.4247	2.5900e-003	5.4000e-004	56.6455
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	56.4247	56.4247	2.5900e-003	5.4000e-004	56.6455
NaturalGas Mitigated	2.3200e-003	0.0199	8.4400e-003	1.3000e-004		1.6000e-003	1.6000e-003		1.6000e-003	1.6000e-003	0.0000	22.9833	22.9833	4.4000e-004	4.2000e-004	23.1231
NaturalGas Unmitigated	2.3200e-003	0.0199	8.4400e-003	1.3000e-004		1.6000e-003	1.6000e-003		1.6000e-003	1.6000e-003	0.0000	22.9833	22.9833	4.4000e-004	4.2000e-004	23.1231

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Mid Rise	430690	2.3200e-003	0.0199	8.4400e-003	1.3000e-004		1.6000e-003	1.6000e-003		1.6000e-003	1.6000e-003	0.0000	22.9833	22.9833	4.4000e-004	4.2000e-004	23.1231
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		2.3200e-003	0.0199	8.4400e-003	1.3000e-004		1.6000e-003	1.6000e-003		1.6000e-003	1.6000e-003	0.0000	22.9833	22.9833	4.4000e-004	4.2000e-004	23.1231

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Apartments Mid Rise	430690	2.3200e-003	0.0199	8.4400e-003	1.3000e-004		1.6000e-003	1.6000e-003		1.6000e-003	1.6000e-003	0.0000	22.9833	22.9833	4.4000e-004	4.2000e-004	23.1231
Total		2.3200e-003	0.0199	8.4400e-003	1.3000e-004		1.6000e-003	1.6000e-003		1.6000e-003	1.6000e-003	0.0000	22.9833	22.9833	4.4000e-004	4.2000e-004	23.1231

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Mid Rise	173942	49.7764	2.2900e-003	4.7000e-004	49.9712
Parking Lot	23232	6.6482	3.1000e-004	6.0000e-005	6.6743
Total		56.4247	2.6000e-003	5.3000e-004	56.6455

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Mid Rise	173942	49.7764	2.2900e-003	4.7000e-004	49.9712
Parking Lot	23232	6.6482	3.1000e-004	6.0000e-005	6.6743
Total		56.4247	2.6000e-003	5.3000e-004	56.6455

6.0 Area Detail

6.1 Mitigation Measures Area

Use only Natural Gas Hearths

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.3137	6.0400e-003	0.5202	3.0000e-005		3.5900e-003	3.5900e-003		3.5800e-003	3.5800e-003	0.0000	11.6501	11.6501	1.0500e-003	2.0000e-004	11.7335
Unmitigated	0.4764	0.0102	0.8343	5.3000e-004		0.0506	0.0506		0.0506	0.0506	5.3110	11.0497	16.3607	0.0167	3.6000e-004	16.8227

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0205					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.2761					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.1638	4.1600e-003	0.3142	5.0000e-004		0.0477	0.0477		0.0477	0.0477	5.3110	10.2058	15.5168	0.0158	3.6000e-004	15.9611
Landscaping	0.0161	6.0400e-003	0.5201	3.0000e-005		2.8400e-003	2.8400e-003		2.8400e-003	2.8400e-003	0.0000	0.8439	0.8439	8.4000e-004	0.0000	0.8615
Total	0.4764	0.0102	0.8343	5.3000e-004		0.0506	0.0506		0.0506	0.0506	5.3110	11.0498	16.3607	0.0167	3.6000e-004	16.8227

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
SubCategory	tons/yr										MT/yr						
Architectural Coating	0.0205					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.2761					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	1.0900e-003	0.0000	6.0000e-005	0.0000		7.5000e-004	7.5000e-004		7.5000e-004	7.5000e-004	0.0000	10.8062	10.8062	2.1000e-004	2.0000e-004	10.8719	
Landscaping	0.0161	6.0400e-003	0.5201	3.0000e-005		2.8400e-003	2.8400e-003		2.8400e-003	2.8400e-003	0.0000	0.8439	0.8439	8.4000e-004	0.0000	0.8615	
Total	0.3137	6.0400e-003	0.5202	3.0000e-005		3.5900e-003	3.5900e-003		3.5900e-003	3.5900e-003	0.0000	11.6501	11.6501	1.0500e-003	2.0000e-004	11.7335	

7.0 Water Detail

7.1 Mitigation Measures Water

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	19.7019	0.1070	2.6800e-003	22.7795
Unmitigated	19.7019	0.1070	2.6800e-003	22.7811

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Mid Rise	3.2577 / 2.05377	19.7019	0.1070	2.6800e-003	22.7811
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		19.7019	0.1070	2.6800e-003	22.7811

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Mid Rise	3.2577 / 2.05377	19.7019	0.1070	2.6800e-003	22.7795
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		19.7019	0.1070	2.6800e-003	22.7795

8.0 Waste Detail

8.1 Mitigation Measures Waste

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	4.6688	0.2759	0.0000	10.4631
Unmitigated	4.6688	0.2759	0.0000	10.4631

8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Mid Rise	23	4.6688	0.2759	0.0000	10.4631
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Total		4.6688	0.2759	0.0000	10.4631

8.2 Waste by Land Use

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Mid Rise	23	4.6688	0.2759	0.0000	10.4631
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Total		4.6688	0.2759	0.0000	10.4631

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Vegetation

APPENDIX 2

Veteran's Village, Placentia

IPaC Trust Resources Report

Generated July 06, 2016 01:40 PM MDT, IPaC v3.0.8

This report is for informational purposes only and should not be used for planning or analyzing project level impacts. For project reviews that require U.S. Fish & Wildlife Service review or concurrence, please return to the IPaC website and request an official species list from the Regulatory Documents page.

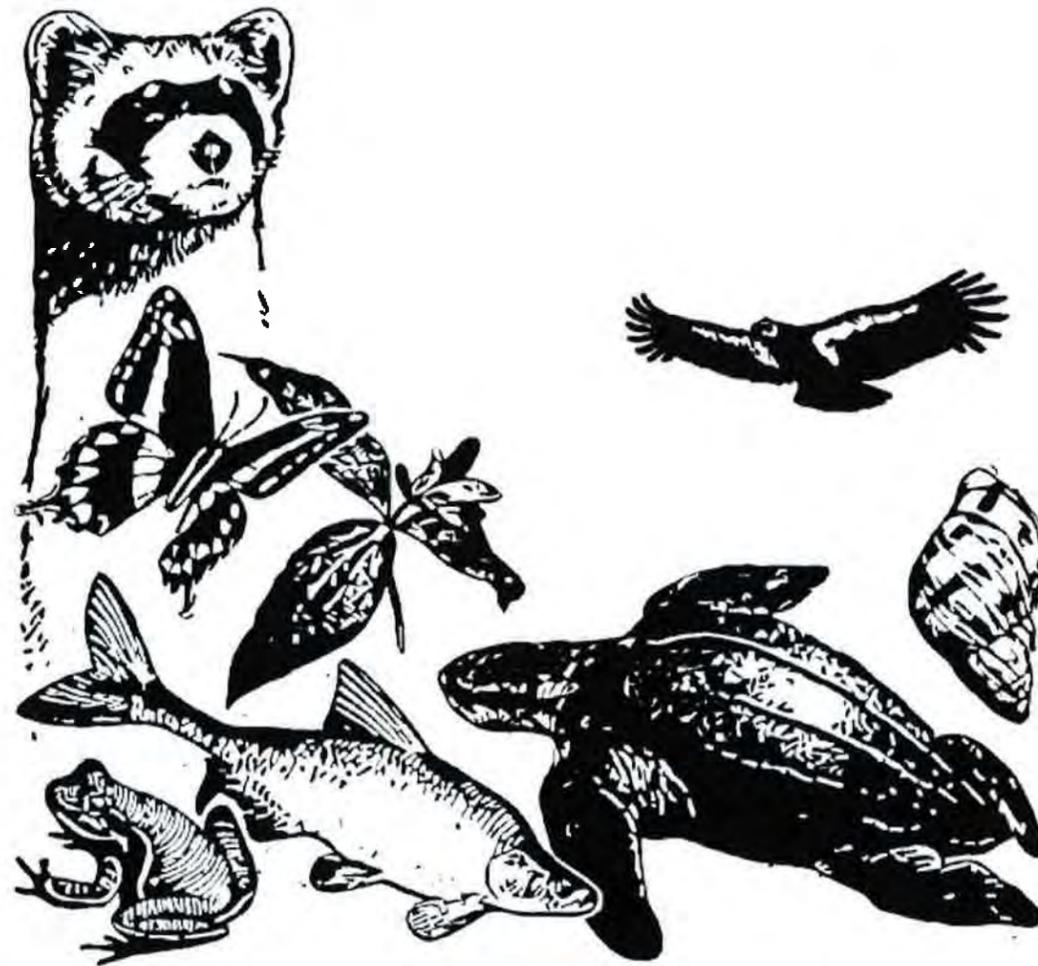


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U.S. Fish & Wildlife Service

IPaC Trust Resources Report



NAME

Veteran's Village, Placentia

LOCATION

Orange County, California

IPAC LINK

<https://ecos.fws.gov/ipac/project/7F7EP-COEYJ-EWBO2-G7CNL-M3OVFM>



U.S. Fish & Wildlife Service Contact Information

Trust resources in this location are managed by:

Carlsbad Fish And Wildlife Office

2177 Salk Avenue - Suite 250

Carlsbad, CA 92008-7385

(760) 431-9440

Endangered Species

Proposed, candidate, threatened, and endangered species are managed by the [Endangered Species Program](#) of the U.S. Fish & Wildlife Service.

This USFWS trust resource report is for informational purposes only and should not be used for planning or analyzing project level impacts.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list from the Regulatory Documents section.

[Section 7](#) of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency.

A letter from the local office and a species list which fulfills this requirement can only be obtained by requesting an official species list either from the Regulatory Documents section in IPaC or from the local field office directly.

The list of species below are those that may occur or could potentially be affected by activities in this location:

Birds

Coastal California Gnatcatcher *Poliophtila californica californica* Threatened

CRITICAL HABITAT

There is **final** critical habitat designated for this species.

http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B08X

Least Bell's Vireo *Vireo bellii pusillus* Endangered

CRITICAL HABITAT

There is **final** critical habitat designated for this species.

http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B067

Fishes

Santa Ana Sucker *Catostomus santaanae* Threatened

CRITICAL HABITAT

There is **final** critical habitat designated for this species.

http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=E07W

Critical Habitats

There are no critical habitats in this location

Migratory Birds

Birds are protected by the [Migratory Bird Treaty Act](#) and the [Bald and Golden Eagle Protection Act](#).

Any activity that results in the take of migratory birds or eagles is prohibited unless authorized by the U.S. Fish & Wildlife Service.^[1] There are no provisions for allowing the take of migratory birds that are unintentionally killed or injured.

Any person or organization who plans or conducts activities that may result in the take of migratory birds is responsible for complying with the appropriate regulations and implementing appropriate conservation measures.

1. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

Additional information can be found using the following links:

- Birds of Conservation Concern
<http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php>
- Conservation measures for birds
<http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php>
- Year-round bird occurrence data
<http://www.birdscanada.org/birdmon/default/datasummaries.jsp>

The following species of migratory birds could potentially be affected by activities in this location:

Bald Eagle <i>Haliaeetus leucocephalus</i> Season: Wintering http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B008	Bird of conservation concern
Bell's Vireo <i>Vireo bellii</i> Season: Breeding http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0JX	Bird of conservation concern
Brewer's Sparrow <i>Spizella breweri</i> Season: Year-round http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0HA	Bird of conservation concern
Burrowing Owl <i>Athene cucularia</i> Season: Year-round http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0NC	Bird of conservation concern

Cactus Wren <i>Campylorhynchus brunneicapillus</i> Season: Year-round http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0FZ	Bird of conservation concern
California Spotted Owl <i>Strix occidentalis occidentalis</i> Season: Year-round http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B08L	Bird of conservation concern
Costa's Hummingbird <i>Calypte costae</i> Season: Breeding http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0JE	Bird of conservation concern
Fox Sparrow <i>Passerella iliaca</i> Season: Wintering	Bird of conservation concern
Green-tailed Towhee <i>Pipilo chlorurus</i> Season: Breeding http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0IO	Bird of conservation concern
Lawrence's Goldfinch <i>Carduelis lawrencei</i> Season: Year-round http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0J8	Bird of conservation concern
Least Bittern <i>Ixobrychus exilis</i> Season: Year-round http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B092	
Lesser Yellowlegs <i>Tringa flavipes</i> Season: Wintering http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0MD	Bird of conservation concern
Lewis's Woodpecker <i>Melanerpes lewis</i> Season: Wintering http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0HQ	Bird of conservation concern
Long-billed Curlew <i>Numenius americanus</i> Season: Wintering http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B06S	Bird of conservation concern
Marbled Godwit <i>Limosa fedoa</i> Season: Wintering http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0JL	Bird of conservation concern
Mountain Plover <i>Charadrius montanus</i> Season: Wintering http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B078	Bird of conservation concern
Nuttall's Woodpecker <i>Picoides nuttallii</i> Season: Year-round http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0HT	Bird of conservation concern

Oak Titmouse <i>Baeolophus inornatus</i> Season: Year-round http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0MJ	Bird of conservation concern
Olive-sided Flycatcher <i>Contopus cooperi</i> Season: Breeding http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0AN	Bird of conservation concern
Peregrine Falcon <i>Falco peregrinus</i> Season: Wintering http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0FU	Bird of conservation concern
Red-crowned Parrot <i>Amazona viridigenalis</i> Season: Year-round http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0GO	Bird of conservation concern
Rufous-crowned Sparrow <i>Aimophila ruficeps</i> Season: Year-round http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0MX	Bird of conservation concern
Short-eared Owl <i>Asio flammeus</i> Season: Wintering http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0HD	Bird of conservation concern
Snowy Plover <i>Charadrius alexandrinus</i> Season: Breeding	Bird of conservation concern
Tricolored Blackbird <i>Agelaius tricolor</i> Season: Year-round http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B06P	Bird of conservation concern
Western Grebe <i>aechmophorus occidentalis</i> Season: Wintering http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0EA	Bird of conservation concern
Red Knot <i>Calidris canutus</i> ssp. <i>roselaari</i> Season: Wintering http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0G6	Bird of conservation concern

Wildlife refuges and fish hatcheries

There are no refuges or fish hatcheries in this location

Wetlands in the National Wetlands Inventory

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

DATA LIMITATIONS

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

DATA EXCLUSIONS

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

DATA PRECAUTIONS

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

This location overlaps all or part of the following wetlands:

Riverine

[R4SBCr](#)

A full description for each wetland code can be found at the National Wetlands Inventory website: <http://107.20.228.18/decoders/wetlands.aspx>

APPENDIX 3



September 8, 2016

Kaitlyn Dodson
Tom Dodson & Associates
2150 N. Arrowhead Avenue
San Bernardino, CA 92405

Re: Historical/Archaeological Resources Records Check
Veteran's Village Project
City of Placentia, Orange County, California
CRM TECH Contract No. 3093

Dear Ms. Dodson:

At your request, CRM TECH has completed a cultural resources records search on the Area of Potential Effects (APE) for the proposed project referenced above. The APE consists of 2.78 acres of vacant land located on the south side of Orangethorpe Avenue and the Burlington Northern Santa Fe Railway, on the north side of the Atwood Flood Control Channel, and generally between Lakeview Avenue and Fee Ana Street, in the southeastern portion of the City of Placentia, Orange County, California (Figure 1).

The records search was conducted on July 25, 2016, by CRM TECH archaeologist Nina Gallardo, B.A., at the South Central Coastal Information Center (SCCIC), California State University, Fullerton. During the records search, Gallardo examined maps and records on file at the SCCIC for previously identified historical/archaeological resources in or near the APE and existing cultural resources reports pertaining to the vicinity. Previously identified historical/archaeological resources include properties designated as California Historical Landmarks or Points of Historical Interest as well as those listed in the National Register of Historic Places, the California Register of Historical Resources, or the California Historical Resources Inventory.

The results of the records search indicate that the APE was included in a 2002 survey of historic-period buildings in the City of Placentia (Antram et al. 2002), but there is no evidence that the APE has been surveyed systematically for potential archaeological resources. No historical/archaeological resources were previously recorded within or adjacent to the APE. Outside the APE but within a one-mile radius, SCCIC records show at least 28 other previous cultural resources studies covering various tracts of land and linear features (Figure 2). As a result, two prehistoric—i.e., Native American—archaeological sites and 40 historic-period buildings have been recorded within the scope of the records search.

Both of the archaeological sites consisted of scattered prehistoric artifacts, mainly groundstone tools, found in the 1970s. The closer of the two, 30-000593 (CA-ORA-593), was recorded as a surface scatter of manos, stone bowl fragments, metate fragments, and a steatite pipe stem found in an orange grove approximately 0.3 mile northeast of the project location. The 40 historic-period buildings were mostly single-family residences. None of these recorded cultural resources was found in the immediate vicinity of the APE, and thus none of them requires further consideration in connection to this project.

Historic maps of the project vicinity show the Southern California Railway (a Santa Fe subsidiary) and the forerunner of today's Orangethorpe Avenue to be present along the northern project boundary at least by the 1890s, but no other man-made features were noted within or adjacent to the APE at that time (Figure 3). Between the late 1940s and the early 1960s, the Santa Fe Railway and Orangethorpe Avenue remained the most prominent features in the immediate vicinity, although some scattered buildings had also appeared to the east and the west of the APE (Figures 4, 5; NETR Online 1946; 1952; 1963).

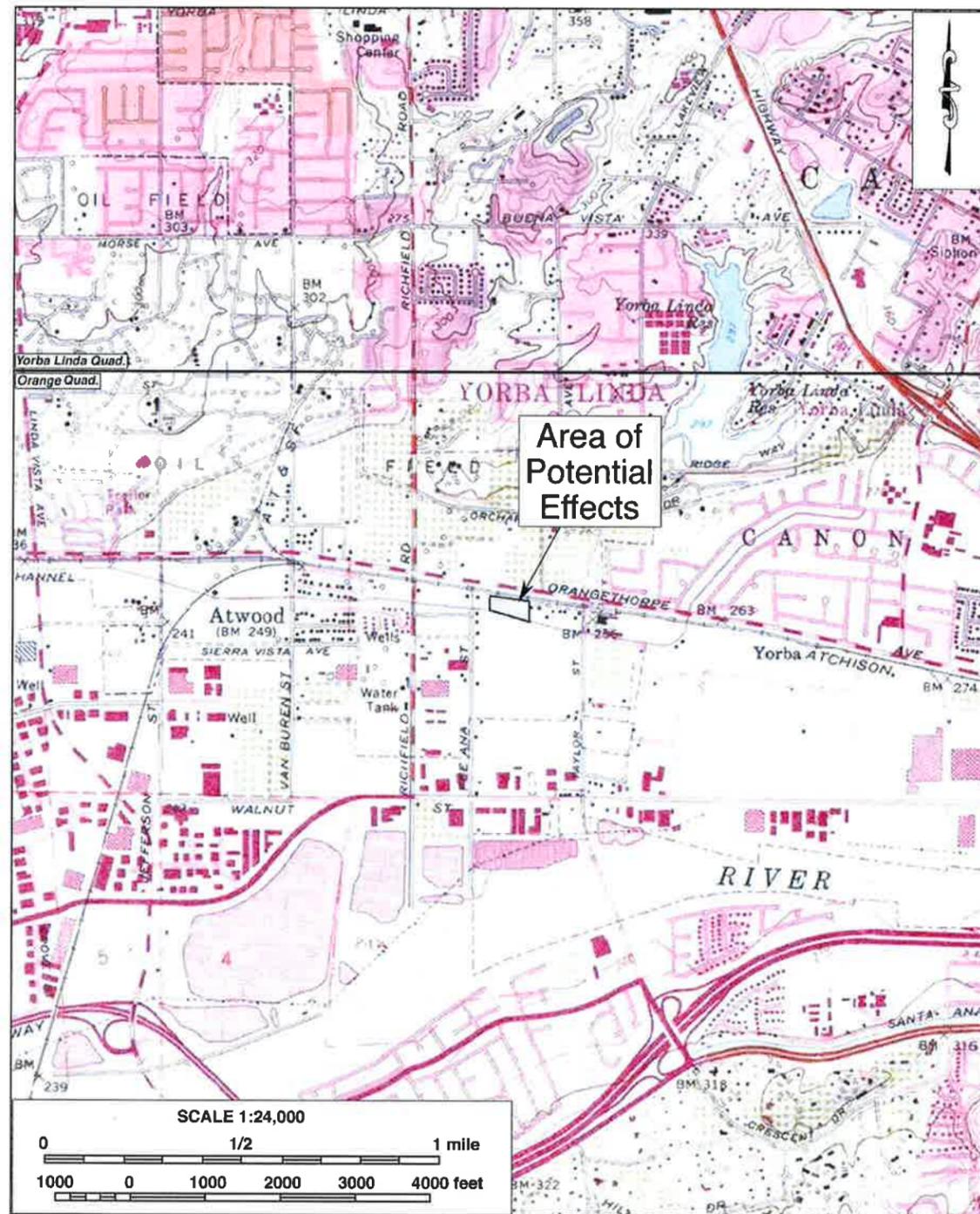


Figure 1. Location of the APE. (Based on USGS Orange and Yorba Linda, Calif., 1:24,000 quadrangles, 1981 edition)

During the 1940s-1950s, the APE was part of an expansive orchard, presumably a citrus grove, which represented the dominant land use in the surrounding area (Figures 4; NETR Online 1946; 1952). By the 1960s, citrus cultivation had ended on the property, and the Atwood Flood Control Channel was constructed along the southern project boundary sometime between 1963 and 1966 (Figures 5; NETR Online 1963; 1966). Since then, the APE has remained undeveloped but was periodically cleared (NETR Online 1972-2012; Google Earth 1994-2016). It was briefly used as a vehicle yard around 2002-2003, and no other activities were evident on the property (NETR Online 2002-2012; Google Earth 2002-2016).

In summary, sources consulted during this study indicate that no cultural resources were previously identified within or adjacent to the APE, but that the APE has not been surveyed systematically and intensively in the past, especially for potential archaeological resources. Based on the sources consulted during this study, the APE evidently does not contain any built-environment feature of

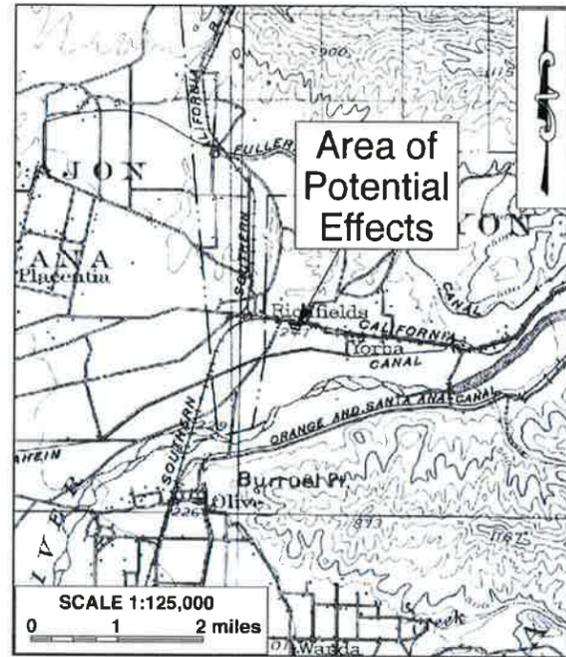


Figure 3. The project area and vicinity in 1894-1899. (Source: USGS 1902)

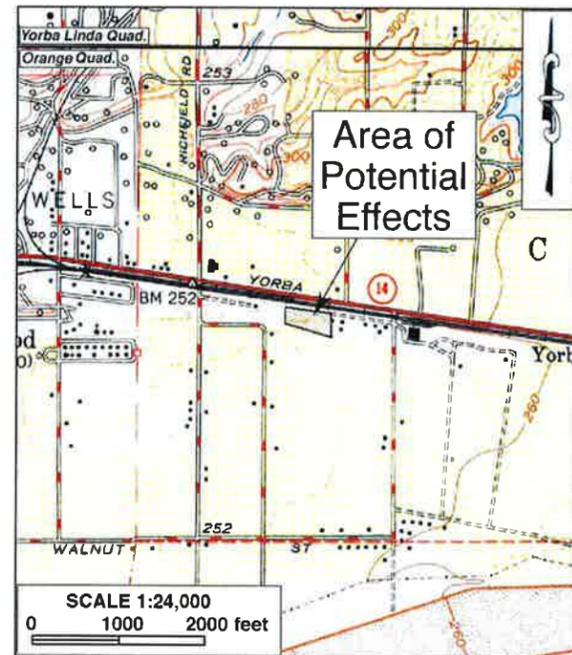


Figure 4. The project area and vicinity in 1946-1949. (Source: USGS 1950a; 1950b)

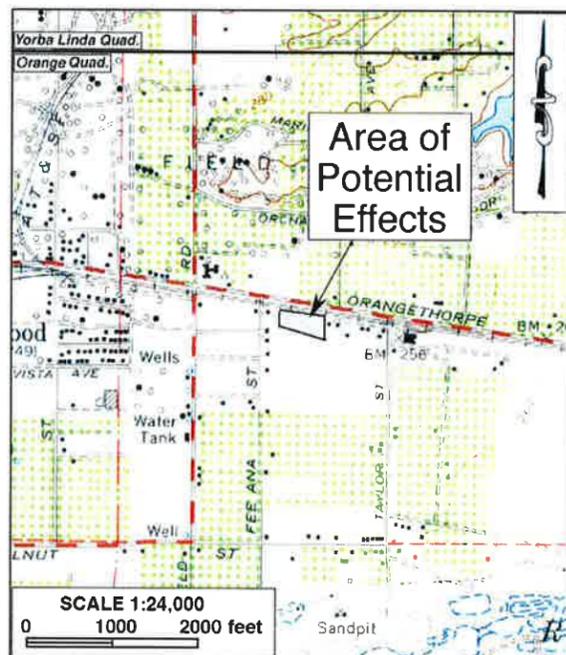
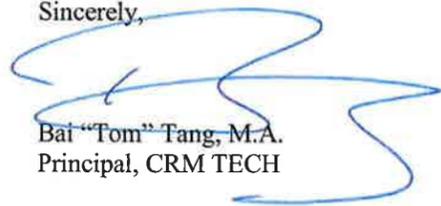


Figure 5. The project area and vicinity in 1963-1964. (Source: USGS 1964a; 1964b)

historical origin despite the presence of linear features just outside the project boundaries. Furthermore, in light of its land use history and the extensive ground disturbances in the past, the APE appears to be relatively low in sensitivity for potentially significant archaeological resources, although a final determination on the presence or absence of such resources cannot be made without a systematic field inspection of the property.

Thank you for this opportunity to be of service. If you have any question or need further information regarding the records search results, please do not hesitate to contact our office.

Sincerely,



Bai "Tom" Tang, M.A.
Principal, CRM TECH

References:

- Antram, Marie, Shannon Orr, Liliana Vasquez, L. de Graaf, and Pat Jertberg
2002 Historic Resources Inventory for the City of Placentia: Update 2002. Report on file (#4104),
South Central Coastal Information Center, California State University, Fullerton.
City of Placentia
n.d. History. <http://www.placentia.org/index.aspx?nid=178>.
Google Earth
1994-2016 Aerial photographs of the project vicinity. Available through the Google Earth software.
NETR Online
1946-2012 Aerial photographs of the project vicinity. <http://www.historicaerials.com>.
USGS (United States Geological Survey, U.S. Department of the Interior)
1902 Map: Corona, Calif. (30', 1:125,000); surveyed in 1894 and 1899.
1950a Map: Orange, Calif. (7.5', 1:24,000); aerial photographs taken in 1946, field-checked in 1949.
1950b Map: Yorba Linda, Calif. (7.5', 1:24,000); aerial photographs taken in 1946, field-checked in
1949.
1964a Map: Orange, Calif. (7.5', 1:24,000); aerial photographs taken in 1963, field-checked in 1964.
1964b Map: Yorba Linda, Calif. (7.5', 1:24,000); aerial photographs taken in 1963, field-checked in
1964.

APPENDIX 4

NOISE IMPACT ANALYSIS
VETERAN'S VILLAGE
CITY OF PLACENTIA, CALIFORNIA

Prepared for:

Tom Dodson & Associates
Attn: Kaitlyn Dodson
2150 N. Arrowhead Avenue
San Bernardino, California 92405

Date:

November 8, 2016

Project No.: P16-059 N

ENVIRONMENTAL SETTING

CHARACTERISTICS OF SOUND

Sound is mechanical energy transmitted by pressure waves in a compressible medium such as air. Noise is generally considered to be unwanted sound. Sound is characterized by various parameters that describe the rate of oscillation of sound waves, the distance between successive troughs or crests, the speed of propagation, and the pressure level or energy content of a given sound. In particular, the sound pressure level has become the most common descriptor used to characterize the loudness of an ambient sound level.

The decibel (dB) scale is used to quantify sound pressure levels. Although decibels are most commonly associated with sound, "dB" is a generic descriptor that is equal to ten times the logarithmic ratio of any physical parameter versus some reference quantity. For sound, the reference level is the faintest sound detectable by a young person with good auditory acuity.

Since the human ear is not equally sensitive to all sound frequencies within the entire auditory spectrum, human response is factored into sound descriptions by weighting sounds within the range of maximum human sensitivity more heavily in a process called "A-weighting," written as dB(A). Any further reference in this discussion to decibels written as "dB" should be understood to be A-weighted.

Time variations in noise exposure are typically expressed in terms of a steady-state energy level equal to the energy content of the time varying period (called LEQ), or alternately, as a statistical description of the sound pressure level that is exceeded over some fraction of a given observation period. Finally, because community receptors are more sensitive to unwanted noise intrusion during the evening and at night, state law requires that, for planning purposes, an artificial dB increment be added to quiet time noise levels in a 24-hour noise descriptor called the Ldn (day-night) or the Community Noise Equivalent Level (CNEL). The CNEL metric has gradually replaced the Ldn factor, but the two descriptors are essentially identical.

CNEL-based standards are generally applied to transportation-related sources because local jurisdictions are pre-empted from exercising direct noise control over vehicles on public streets, aircraft, trains, etc. The City of Placentia therefore regulates the noise exposure of the receiving property through land use controls.

For "stationary" noise sources, or noise sources emanating from private property, such as a parking structure, the City does have legal authority to establish noise performance standards designed to not adversely impact adjoining uses. These standards are typically articulated in the jurisdictional Municipal Code. These standards recognize the varying noise sensitivity of both transmitting and receiving land uses. The property line noise performance standards are normally structured according to land use and time-of-day.

PLANNING STANDARDS

The City of Placentia has developed compatibility guidelines based on the California State model for acceptable community noise levels that are based upon the CNEL rating scale to insure that noise exposure is considered in any development. As discussed, CNEL-based standards apply to

noise sources whose noise generation is preempted from local control (such as from on-road vehicles, trains, airplanes, etc.) and are used to make land use decisions as to the suitability of a given site for its intended use. These CNEL-based standards are stated in the Noise Element of the General Plan. Local jurisdictions generally regulate the level of non-transportation noise that one use may impose upon another through a Noise Ordinance.

The Noise Element of the City of Placentia General Plan establishes exterior noise quality compatibility guidelines for land use categories consistent with this sensitivity criterion. The Noise Element specifies acceptable noise exposure based on noise sensitivity of the impacted land use. These exterior noise standards apply to all recreational uses within backyards, patios, balconies or decks. The General Plan states that multi-family residential uses, as a maximally sensitive land use, can experience a noise exposure of up to 60 dB CNEL without consideration of special noise abatement procedures. A noise exposure of 65 dB CNEL is considered "conditionally acceptable" for residential uses if all available mitigation has been employed and if a means to shut out the noise is provided (usually closed windows with air conditioning). Noise Exposures in excess of 75 dB CNEL for residential uses are strongly discouraged. Figure 1 shows this noise/land use compatibility matrix.

NOISE STANDARDS

Noise ordinance limits generally apply to "stationary" sources such as mechanical equipment or vehicles operating on private property. The City of Placentia noise standards are presented in Table 1. Applicable noise standards must be met at the nearest residential property line. For residential use, the noise standard is 55 dB Leq day time and 50 dB Leq night time.

The City's noise ordinance limits are stated in terms of a 30-minute limit with allowable deviations from this 50th percentile standard. This noise level describes the noise that is exceeded during a certain percentage of the measurement period. For example, the L₅₀ is the level exceeded 50% of the measurement period of thirty minutes in an hour. The larger the deviation, the shorter the allowed duration up to a never-to-exceed 20 dB increase above the 50th percentile standard. Because residential uses are rarely a source of steady-state noise generation, noise ordinance standards are rarely an issue in terms of the project impacting the environment. In frequent load assembly, noisy animals, etc. are enforced under nuisance abatement prohibitions separate from the City's Noise Ordinance.

In accordance with Section 23.81.170 of the Placentia Municipal Code, construction related activities are except from noise regulations provided the activities take place during the hours of 7 a.m. to 7 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday. No construction activities are allowed on Sundays or Federal Holidays. Since the project will not likely entail noise generating operational activities, the noise standards were not used for project evaluation and are presented for informational purposes only.

**FIGURE 1
NOISE AND LAND USE COMPATIBILITY MATRIX**

Land Use Category	Community Noise Exposure			
	Ldn or CNEL, dB			
	Normally Acceptable	Conditionally Acceptable	Normally Unacceptable	Clearly Unacceptable
Residential-Low Density	50-60	60-65	65-75	75-85
Residential-Multiple Family	50-60	60-65	65-75	75-85
Transient Lodging-Motel, Hotels	50-65	65-70	70-80	80-85
Schools, Libraries, Churches, Hospitals, Nursing Homes	50-60	60-65	65-80	80-85
Auditoriums, Concert Halls, Amphitheaters	NA	50-65	NA	65-85
Sports Arenas, Outdoor Spectator Sports	NA	50-70	NA	70-85
Playgrounds, Neighborhood Parks	50-70	NA	70-75	75-85
Golf Courses, Riding Stables, Water Recreation, Cemeteries	50-70	NA	70-80	80-85
Office Buildings, Business Commercial and Professional	50-67.5	67.5-75	75-85	NA
Industrial, Manufacturing, Utilities, Agriculture	50-70	70-75	75-85	NA
NOTES:				
<p>NORMALLY ACCEPTABLE Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction, without any special noise insulation requirements.</p> <p>CONDITIONALLY ACCEPTABLE New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed noise insulation features included in the design. Conventional construction, but with closed windows and fresh air supply systems or air conditioning will normally suffice.</p> <p>NORMALLY UNACCEPTABLE New Construction or development should be discouraged. If new construction or development does proceed, a detailed analysis of the noise reduction requirements must be made and needed noise insulation features included in the design.</p> <p>CLEARLY UNACCEPTABLE New construction or development should generally not be undertaken.</p> <p>NA: Not Applicable</p>				
Source: Modified from U.S. Department of Housing and Urban Development Guidelines and State of California Standards.				

Table 1

City of Placentia Residential Noise Standards

Noise Zone	Noise Level	Time Period
Residential	55 dB(A)	7:00 a.m.--10:00 p.m.
	50 dB(A)	10:00 p.m.--7:00 a.m.
Commercial	65 dB(A)	Anytime
Industrial	70 dB(A)	Anytime

It is unlawful for any person at any location within the incorporated area of the city to create any noise, or to allow the creation of any noise on property owned, leased, occupied, or otherwise controlled by such person, when the foregoing causes the noise level, when measured on any other residential, commercial, or industrial property, either incorporated or unincorporated to exceed:

(1) The noise standards for a cumulative period of time more than thirty (30) minutes in any hour; or

(2) The noise standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or

(3) The noise standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or

(4) The noise standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minute in any hour; or

(5) The noise standard plus twenty (20) dB(A) for any period of time.

(c) In the event the ambient noise level exceeds any of the first four (4) noise limit categories above, the cumulative period applicable to said category shall be increased to reflect said ambient noise level. In the event the ambient noise level exceeds the fifth noise limit category, the maximum allowable noise level under said category shall be increased to reflect the maximum ambient noise level.

(d) In the event that the noise source and the affected property are within different noise zones, the noise standard applicable to the affected property shall apply. (Ord. 75-O-105 § 5, 1975)

BASELINE NOISE LEVELS

The primary noise source in the City of Placentia near the proposed project site is the Burlington Northern Santa Fe Railroad (BNSF) line located in the southern portion of the City. This rail-line traverses the City in an east/west direction, generally parallel to Crowther and Orangethorpe Avenues. The rail corridor, which serves the ports of Los Angeles and Long Beach, is referred to as the Orange County Gateway. An estimated 50 trains per day, or two trains per hour, travel through this corridor. Approximately 90 percent of daily rail traffic is related to freight operations. The remaining traffic is comprised of passenger operations, including MetroLink and Amtrak service.

On-site noise measurements were attempted on September 28, 2016 along the southern site boundary in order to categorize train noise. Unfortunately, the \$70 million dollar Lakeview Avenue overcrossing construction project is currently in full swing. The operation of pile drivers, crushers and cement mixers precludes obtaining a meaningful noise baseline. The measurement of 61 dB Leq along the southern project fence line would suggest an existing level of 63 dB CNEL, but that reading was contaminated by a variety of sources that will disappear at the completion of the overcrossing project.

However, an Environmental Impact Report (EIR) was prepared for the Westgate Metrolink Station in Placentia, in March of 2007¹. The noise consultant conducted noise monitoring at varying distances from the rail-line. At a distance of about 110 feet, the consultant observed a CNEL of 79 dB. The closest Placentia Veteran's Village building façade is approximately 115 feet from the rail-line. Therefore the 79 dB CNEL reference value was not adjusted for distance and has been used as a basis to analyze project impacts.

Traffic from Orangethorpe Avenue is also a consideration. According to the Noise Element of the Placentia General Plan there are approximately 21,000 vehicles per day traveling on Orangethorpe Avenue between Richfield Road to Lakeview Avenue. At build-out traffic is expected to increase to 23,000 vehicles per day. The corresponding noise levels observed in the General Plan are 68.5 dB CNEL at 100 feet from the roadway center line for existing conditions and 68.7 dB CNEL at 100 feet from centerline for build-out conditions. The proposed project has slightly more than a 200 foot setback from the Orangethorpe Avenue centerline. This would reduce noise levels by 3 dB for an existing noise level of 65.5 dB CNEL existing and 65.8 dB CNEL future at the closest Placentia Veteran's Village building façade. Because the evaluated train noise is already 79 dB CNEL, traffic noise from Orangethorpe Avenue would negligibly contribute to the noise environment and was not considered further.

¹ <http://www.placentia.org/DocumentCenter/Home/View/86>

NOISE IMPACTS

IMPACT SIGNIFICANCE CRITERIA

Noise impacts are considered significant if:

1. They create violations of noise standards, or,
2. They substantially worsen an already excessive noise environment, or,
3. They substantially increase an existing quiet environment even if noise standards are not violated by the proposed action.

Two characteristic noise sources are typically identified with land use intensification such as that proposed for the Placentia Veteran's Village project. Construction activities, especially heavy equipment, will create short-term noise increases near the project site. Such impacts may be important for possible nearby noise-sensitive receptors. Upon completion, project-related traffic will cause an incremental increase in area-wide noise levels throughout the project area. Traffic noise impacts are generally analyzed both to insure that the project not adversely impact the acoustic environment of the surrounding community, as well as to insure that the project site is not exposed to an unacceptable level of noise resulting from the ambient noise environment acting on the project. This project will cause an increase in area wide traffic but the increase will likely be small relative to the overall traffic volumes. It is the ambient noise level from transportation sources, particularly from the adjacent rail-line, acting on the project which is of concern for this site.

THRESHOLDS OF SIGNIFICANCE

According to the current CEQA Appendix G guidelines, noise impacts are considered potentially significant if they cause:

- 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. Operational noise levels generated by project activities exceeding the City of Placentia Noise Standards would be considered significant. Similarly, exposure of project residents to roadway noise exceeding noise/land use compatibility guidelines would be a potentially significant impact.
- b. Exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels.
- c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project.

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

CEQA Guidelines also identify potential impact significance due to aircraft noise. There are no airports within any reasonable noise impact distance from the proposed project area.

CONSTRUCTION NOISE THRESHOLDS

Construction noise is governed by ordinance limits on allowable times of equipment operations. The Placentia noise ordinance does not contain performance standards for construction equipment noise. There are therefore, no applicable local policies or standards available to judge the significance of short-term construction noise in Placentia. However, the speech interference threshold for residential users was applied as a surrogate for this project. To evaluate construction impact for adjacent sensitive uses, noise limits are defined in this analysis as speech interference during the day and sleep disturbance during the night.

- **Speech Interference.** Speech interference is an indicator of the effects of noise on typical daytime and evening activities. A speech interference threshold, in the context of impact duration and time of day, is used to identify substantial increases in noise resulting from temporary construction activities. For indoor noise environments, the highest noise level that permits relaxed conversation with 100 percent intelligibility throughout the room is 45 dB. Speech interference is considered to be intolerable when normal conversation is precluded at 3 feet, which occurs when background noise levels exceed 60 dB. Since a typical building can reduce noise levels by 25 dB (with closed windows), an exterior noise level of 70 dB at receptor locations would maintain an acceptable interior noise environment of 45 dB. For this analysis, a significant noise impact would occur if noise levels remained above the 70-dB speech interference threshold to preclude interference with normal daytime residential interior activities..

As indicated, the City of Placentia regulates construction noise by setting limits on allowable daytime hours of activity. Nocturnal construction, which has sleep disturbance potential, is not permitted and is therefore not examined in this analysis.

For this project the nearest sensitive receptors are the residential uses to the north, across Orangethorpe Avenue, and are more than 250 feet from the edge of the site. The homes are located behind block walls which provide protection from Orangethorpe Avenue traffic noise. In addition, as part of the project, an 8-foot noise wall will be installed at the northern project property line. These noise walls will attenuate noise by at least 5 dBA.

Table 2 presents the estimated construction noise levels that could occur at the closest residences and represent the highest noise levels that would be expected during construction. Table 2 identifies highest (L_{max}) noise levels associated with each type of equipment, then adjusts this noise level for distance to the closest sensitive receptor and the extent of equipment usage (usage factor), which is represented as L_{eq} . As indicated in this table, construction equipment noise levels would range between 51 and 55 dB (L_{eq}) at the closest residential structure. Such noise levels would not exceed the 70 dB adopted noise threshold and therefore indicates a less-than-

significant impact. Since all other noise-sensitive receptors are located farther from the project site, the project's construction-related noise levels would be lower and also would be less than significant. In addition, background train traffic noise levels well over 68 dB Leq from the adjacent track would minimize any potential residual construction noise impact.

**Table 2
Project-related Construction Noise Levels at the Closest Noise-sensitive Receptor**

Principal Noise Sources	Reference Noise Level, Lmax in dBA at 50 feet ^a	Assumed Usage Factor	Noise Level Adjustment Factor for Usage	Noise Level Adjustment for Wall	Noise Level Adjustment Factor for Distance	Leq Noise Level Adjusted for Distance and Usage
Drill Rig	79	20%	-7	-5	-14	53
Crane	81	16%	-8	-5	-14	54
Loader/Backhoe	78	40%	-4	-5	-14	55
Flat Bed Truck	74	40%	-4	-5	-14	51

NOTES:

^a Reference noise levels and equipment usage factors are based on noise measurements collected during a roadway tunnel project (FHWA, 2011).

According to the City of Placentia Municipal Code, permissible hours of construction are 7 a.m. to 7 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday. Construction is not allowed on Sundays or public holidays. Adherence to this schedule reduces impacts to less-than-significant.

CONSTRUCTION ACTIVITY VIBRATION

Typical background vibration levels in residential areas are usually 50 VdB or lower, below the threshold of human perception. Perceptible vibration levels inside residences are typically attributed to the operation of heating and air conditioning systems, door slams or street traffic. Construction activities and street traffic are some of the most common external sources of vibration that can be perceptible inside residences.

Construction activities generate ground-borne vibration when heavy equipment travels over unpaved surfaces or when it is engaged in soil movement. The effects of ground-borne vibration include discernable movement of building floors, rattling of windows, shaking of items on shelves or hanging on walls, and rumbling sounds. Vibration related problems generally occur due to resonances in the structural components of a building because structures amplify groundborne vibration. Within the "soft" sedimentary surfaces of much of Southern California, ground vibration is quickly damped out. Groundborne vibration is almost never annoying to people who are outdoors (FTA 2006).

Groundborne vibrations from construction activities rarely reach levels that can damage structures. Because vibration is typically not an issue, very few jurisdictions have adopted vibration significance thresholds. Vibration thresholds have been adopted for major public works

construction projects, but these relate mostly to structural protection (cracking foundations or stucco) rather than to human annoyance.

Vibration is most commonly expressed in terms of the root mean square (RMS) velocity of a vibrating object. RMS velocities are expressed in units of vibration decibels. The range of vibration decibels (VdB) is as follows:

- 65 VdB - threshold of human perception
- 72 VdB - annoyance due to frequent events
- 80 VdB - annoyance due to infrequent events
- 94-98 VdB - minor cosmetic damage

To determine potential impacts of the project's construction activities, estimates of vibration levels induced by the construction equipment at various distances are presented in Table 3.

Table 3
Approximate Vibration Levels Induced by Construction Equipment

Equipment	Approximate Vibration Levels (VdB)*			
	25 feet	50 feet	100 feet	250 feet
Pile Driver	93	87	81	63
Large Bulldozer	87	81	75	67
Loaded Truck	86	80	74	66
Jackhammer	79	73	67	59
Small Bulldozer	58	52	46	38

* (FTA Transit Noise & Vibration Assessment, Chapter 12, Construction, 2006)

The nearest residential property line across Orangethorpe Avenue is more than 250 feet from the edge of the site. The on-site construction equipment that will create the maximum potential vibration is a large truck. The stated vibration source level in the FTA Handbook for such equipment is 81 VdB at 50 feet from the source. By 250 feet the vibration level dissipates to 66 VdB which would be below the annoyance threshold and much less than the damage threshold. In addition, vibration from passing trains would dominate any residual construction vibration.

ON-SITE NOISE IMPACTS

As discussed earlier in this report, a maximal 79 dB CNEL noise loading is expected at the Veteran's Village northern building façade adjacent to the rail-line. This noise loading considers both train activity and traffic noise. An 8-foot wall is planned along the shared property line with the railroad tracks and will mitigate noise for the ground level units. However, the project is expected to be 3 stories high. Upper levels will be exposed to the full noise loading and will not benefit from the proposed 8-foot wall.

The Placentia Veteran's Village structure is oriented such that all balconies and patios are on the side of the building facing away from the rail line and Orangethorpe Avenue. These balconies

will be noise protected by the structure itself. In addition, almost all the decks are partially recessed (approximately half of the total depth) which would also provide noise protection. With this design strategy, project balconies and decks would be expected to achieve a 65 dB CNEL level with no mitigation.

Units adjacent to the track are designed such that only hallway corridors front the tracks. No habitable rooms will directly face the track. Bedrooms and living areas are oriented towards the front of the structure. No habitable rooms will have any windows, doors or decks with a clear line-of-sight to the rail line. Project design maximizes noise protection by providing an additional wall and air space between any living space and any noise source.

The requirement for habitable interior space is a noise level of less than 45 dB CNEL with windows and doors closed. Requiring that windows and doors remain closed to achieve an acceptable interior noise level will typically necessitate the use of air conditioning and/or mechanical ventilation. In modern construction structural attenuation is expected to be 25-30 dBA with closed windows (U.S. Environmental Protection Agency (EPA), 1974). However, because project design provides an extra layer of protection with no living space immediately adjacent to the railroad track, an extra 5 dBA of noise protection is afforded. Therefore, an exterior noise level of 80 dBA would maintain an interior noise standard of 45 dBA with closed windows. No mitigation is required to ensure the interior noise standard is met.

CNEL is an imperfect metric for noise nuisance from train activity. CNEL is a weighted 24-hour average that correlates well to annoyance, speech interference, or sleep disturbance for semi-continuous sources such as on-road traffic. Trains and perhaps airplanes are characterized by extended periods of essentially no sound punctuated by a sudden short period noise spike.

To the extent possible, structural noise protection should be incorporated into units closest to the tracks and over-designed beyond minimum requirements. While “standard” dual-paned windows will be adequate to meet the interior noise standard for habitable rooms (no such rooms will directly face the tracks), side windows on these buildings in living or sleeping areas should be premium dual-paned with a minimum sound transmission class (STC) rating of 33 or higher. Additionally, installation of a mechanical ventilation system affording comfort under closed window conditions is required.

Multiple family units which share common wall assemblies must have sound-rated “party” walls. The California Building Code requires that such walls have a “sound transmission class” (STC) rating of 50 or better. The STC rating and the test report documentation must be shown on building plans. Typically shared wall assemblies that meet fire retardant requirements also meet STC standards with a substantial margin of safety.

ON SITE VIBRATION IMPACTS

Railroads generate ground-borne vibration that may be perceptible at on-site uses. Construction of residential units in close proximity to railroad tracks can cause rattling windows and throbbing floors. Ground-borne vibration is generally not a problem for buildings near railroad tracks at-

or above-grade, because the airborne noise from trains typically overshadows effects of vibration. Vibration noise becomes an issue in cases where airborne noise is particularly blocked, such as for buildings near tunnels. Vibration is most commonly expressed in terms of the root mean square (RMS) velocity of a vibrating object.

Train vibration depends upon a variety of factors. The weight of the train, the travel speed, the condition of the track and the character of the subsoil all affect the observed vibration level. The USDOT (US Department of Transportation) Guideline called "Transit Noise and Vibration Impact Assessment" (May, 2006) suggests a significance threshold of 80 VdB for train vibrations if there are currently approximately 30 train movements per day, 75 VdB for between 30-70 events and 72 VdB for more than 70 events per day.

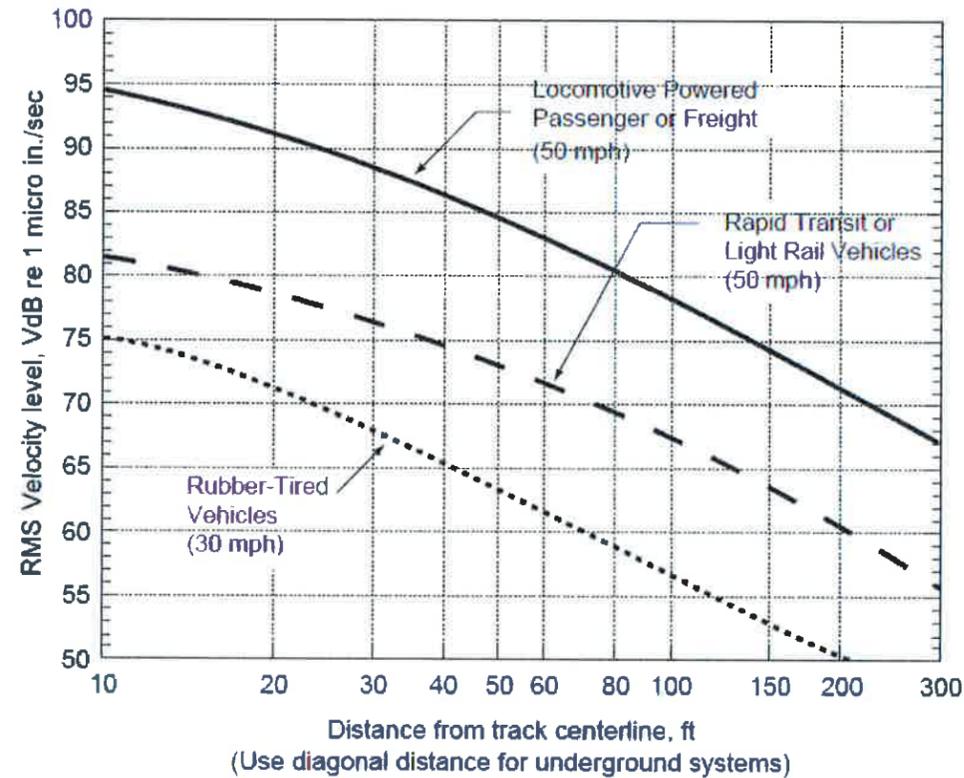
The closest Veteran's Village building façade is approximately 115 feet to the track centerline. As shown in Figure 4, use of DOT data predicts vibration levels of 77 VdB at 115 feet from the track for locomotive powered passenger and freight trains traveling at 50 mph. Vibration levels from heavy rail systems depend upon train travel speed. Freight trains are restricted to a 30-35 mph speed limit in areas of at-grade crossings. The RMS vibration level at 30 mph is approximately 3 VdB less than at 50 mph. A reference vibration level of 74 VdB has therefore been assumed at the closest building façade to the tracks.

Vibration generally reduces as it propagates through a building. In addition large masonry buildings with spread footings have a low response to ground vibration. The following coupling losses are generally observed in the indicated types of construction per USDOT Guidelines:

Wood Frame	-5 VdB
1-2 Story Commercial	-7 VdB
3-4 Story Masonry	-10 VdB
Large Masonry on Piles	-10 VdB
Large Masonry on Spread Footings	-13 VdB

For this project a -10 dB coupling loss "credit" was taken per building since the proposed buildings are at three stories high. Freight train vibration levels of 74 VdB at 115 feet from the track for a locomotive-powered freight train traveling at 30 mph would marginally exceed the VdB annoyance threshold without the effects of coupling losses if there are more than 70 train movements per day.

FIGURE 4
GENERALIZE GROUND SURFACE VIBRATION
CURVES



These vibration estimates are at slab level. The upstairs residential uses will not experience the full vibration level that is observed at slab level. Floor/ceiling assemblies and floor coverings (especially carpet) will absorb a portion of the vibration energy. Vibration reduction “credit” for hard floor surfaces (tile, light weight concrete, etc.) is -2 VdB at ground levels and increases by an additional -2 dB upstairs. Measurements of impact isolation show that carpets and pads reduce vibration by more than 10 VdB.

Counteracting absorption effects, the USDOT guidelines suggest a +6 VdB factor be included to account for amplification due to resonance of floors, walls and ceilings. Table 4 summarizes the appropriate credits and losses, and shows that vibration levels experienced by a person standing indoors for living space on each level. With the use of carpeted floors or hard surface flooring, the thresholds suggested for residential use of 80 VdB daytime and 72 VdB nighttime will not be exceeded. Vibration levels for hard surfaces could be close to the recommended levels, but are well below the structural damage threshold for stucco or similar materials which requires vibration levels close to 100 VdB. It should be noted that the federal vibration guidelines for infrequent events (<70 day) are 80 VdB. Neither daytime nor nocturnal train passage vibration

levels will exceed the federal 80 VdB annoyance threshold on second or third story residential floors.

Additionally all units facing the railroad tracks should be equipped with dual-paned windows with upgraded seals for noise control. These more robust windows will have little tendency to rattle. Vibration effects within residential units passing through floors or windows will be less-than-significant.

Table 4
Interior Vibration Levels (VdB)
(at 115 feet to track centerline)

	1st Story Hard Floor	1stStory Carpet & Pad	2nd Story Hard Floor	2nd Story Carpet & Pad	3rd Story Hard Floor	3rd Story Carpet & Pad
Max. Unmitigated Vibration	74	74	74	74	74	74
Coupling Losses	-7	-7	-7	-7	-7	-7
Building Resonance	+6	+6	+6	+6	+6	+6
Floor-to-Floor Absorption	0	0	-2	-2	-4	-4
Floor Covering	-2	-10	-2	-10	-2	-10
Net Vibration	71	63	69	61	67	59

SUMMARY

Conditions for construction compliance are:

- The hours of construction operation shall be limited to be between the hours of 7 a.m. to 7 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday. No construction activity is allowed on Sundays and Federal holidays.
- All construction equipment shall use properly operating mufflers.
- All construction staging areas should be as far away as feasible from any surrounding existing homes.

To the extent possible, structural noise protection incorporated into units abutting the tracks should be over-designed beyond minimum requirements. While “standard” dual-paned windows will be adequate to meet the interior noise standard for habitable rooms (no such rooms will directly face the tracks), side windows on these buildings in living or sleeping areas should be premium dual-paned with a minimum sound transmission class (STC) rating of 33 or higher. Additionally, installation of a mechanical ventilation system affording comfort under closed window conditions is required.

Documentation of intra-unit sound isolation in party wall or floor/ceiling assemblies shall be included in a final acoustical report required as part of plan check.

APPENDIX 5

October 19, 2016

Mr. Tom Dodson
Tom Dodson & Associates
2150 N. Arrowhead Avenue
San Bernardino, CA 92405

SUBJECT: PLACENTIA VETERAN'S VILLAGE TRIP GENERATION EVALUATION

Dear Mr. Tom Dodson:

The following letter summarizes the findings for the Trip Generation Evaluation prepared for the proposed Placentia Veteran's Village development (referred to as "Project") located on Orangethorpe Avenue near Lakeview Avenue in the City of Placentia.

SUMMARY OF FINDINGS

The proposed Project is proposed to include the development of a 50-unit apartment building to provide service enriched affordable rental housing for United States Veterans who are homeless and/or disabled. Using the empirical data-based trip generation rates, the proposed Project is anticipated to generate 135 trip-ends per day with 7 AM peak hour trips and 5 PM peak hour trips. The current General Plan land use designation for the site is Industrial and the site is currently zoned for Industrial/Manufacturing use and could be developed with approximately 30,274 square feet of general light industrial use. If developed per the currently adopted General Plan land use, the site would generate approximately 211 passenger car equivalent (PCE) trip-ends per day with 28 PCE AM peak hour trips and 29 PCE PM peak hour trips.

The development of the proposed Project is anticipated to generate 76 fewer trip-ends per day with 21 fewer AM peak hour trips and 24 fewer PM peak hour trips as compared to the currently adopted General Plan land use. As such, no additional analysis is necessary based on the County's Congestion Management Program (CMP) Preparation Manual (April 2011). The guidelines indicate that development applications generating vehicle trips below the Average Daily Trips (ADT) threshold for CMP traffic Impact Analysis (any project generating fewer than 2,400 ADT total, or any project generating fewer than 1,600 ADT if the project directly access the CMP Highway System) are exempt from the CMP Tia process.

PROJECT DESCRIPTION

PROPOSED PROJECT: PLACENTIA VETERAN'S VILLAGE

The proposed Project is proposed to include the development of a 50-unit apartment building to provide service enriched affordable rental housing for United States Veterans who are homeless

and/or disabled. The 50-unit development consists of 45 one-bedroom units and 5 two-bedroom units. All units will be located within a single three-story building. The buildings will also include a common area and other amenities such as outdoor patios, landscaping, a community garden, recreation room, laundry room, and property management office, maintenance, and social service staff. The Project also includes surface parking for 66 vehicles (1 space per unit plus 15 guest spaces). The site will be gated with security access to parking areas and the proposed apartment building. The site is currently vacant, however, it was recently utilized for commercial equipment storage.

CURRENTLY ADOPTED: INDUSTRIAL

The current General Plan land use designation for the site is Industrial and the site is currently zoned for Industrial/Manufacturing use.

TRIP GENERATION

Trip generation represents the amount of traffic which is both attracted to and produced by a development. Determining traffic generation for a specific project is therefore based upon forecasting the amount of traffic that is expected to be both attracted to and produced by the specific land uses being proposed for a given development.

PROPOSED PROJECT: PLACENTIA VETERAN'S VILLAGE

As the proposed Project is anticipated to house U.S. Veterans only, and is unique from the ITE Apartment land use, a similar facility (40-units) located in the City of El Monte, California was observed to assess the trip generation associated with this land use. Traffic counts were conducted at the El Monte site to determine the site's trip generation based on empirical data and was utilized to derive a per-dwelling unit trip generation rate. Traffic counts conducted for the site are provided in Attachment A. Peak hour trip generation for the existing site is shown in Table 1. The site is currently generating a net total of 108 trip-ends per day with 5 AM peak hour trips and 4 PM peak hour trips.

As shown in Table 1, the trip generation rates derived for the existing El Monte site is lower than the ITE trip generation rate for the Apartment (ITE Land Use Code 220) land use. Using the site specific trip generation rates, the proposed Project is anticipated to generate 135 trip-ends per day with 7 AM peak hour trips and 5 PM peak hour trips.

CURRENTLY ADOPTED: INDUSTRIAL

If developed according to the existing General Plan land use and zoning designation, the 2.78-acre site could potentially be developed with approximately 30,274 square feet of general light industrial use. As shown on Table 2, the site would generate approximately 211 passenger car equivalent (PCE) trip-ends per day with 28 PCE AM peak hour trips and 29 PCE PM peak hour trips.

TRIP GENERATION COMPARISON

As shown in Table 3, the development of the proposed Project is anticipated to generate 76 fewer trip-ends per day with 21 fewer AM peak hour trips and 24 fewer PM peak hour trips as compared to the currently adopted General Plan land use.

TABLE 3: TRIP GENERATION COMPARISON

Land Use	AM Peak Hour			PM Peak Hour			Weekday Daily
	In	Out	Total	In	Out	Total	
Proposed Project ¹	4	3	7	1	4	5	135
Currently Adopted Land Use ²	25	3	28	4	26	29	211
VARIANCE (Proposed - Currently Adopted)	-21	0	-21	-3	-22	-24	-76

¹ From Table 1.

² From Table 2.

No additional analysis is necessary based on the County's Congestion Management Program (CMP) Preparation Manual (April 2011). The guidelines indicate that development applications generating vehicle trips below the Average Daily Trips (ADT) threshold for CMP traffic Impact Analysis (any project generating fewer than 2,400 ADT total, or any project generating fewer than 1,600 ADT if the project directly access the CMP Highway System) are exempt from the CMP Tia process.

If you have any questions, please contact me directly at (949) 336-5978.

Respectfully submitted,

URBAN CROSSROADS, INC.



Aric Evatt, PTP
President



Charlene So, PE
Senior Transportation Engineer

Table 1
Proposed Project Trip Generation Summary

Land Use	Units ¹	ITE LU Code	AM Peak Hour			PM Peak Hour			Weekday Daily
			In	Out	Total	In	Out	Total	
ITE Trip Generation Rates: ²									
Apartments	DU	220	0.10	0.41	0.51	0.40	0.22	0.62	6.65
Count Based Trip Generation Rates: ³									
Apartments	DU	--	0.08	0.05	0.13	0.03	0.08	0.10	2.70

Land Use	Units ¹	Quantity	AM Peak Hour			PM Peak Hour			Weekday Daily
			In	Out	Total	In	Out	Total	
Trip Generation Summary:									
El Monte Mercy Housing Site	DU	40	3	2	5	1	3	4	108
Proposed Project	DU	50	4	3	7	1	4	5	135
Currently Adopted Land Use Trip Generation Summary:									

¹ DU = Dwelling Units

² Trip Generation Source: Institute of Transportation Engineers (ITE), *Trip Generation Manual*, Ninth Edition (2012).

³ Trip generation derived from empirical data collected at an existing Mercy Housing site in El Monte, California.

Table 2
Currently Adopted Land Use Trip Generation Summary

Land Use	Units ¹	ITE LU Code	AM Peak Hour			PM Peak Hour			Weekday Daily
			In	Out	Total	In	Out	Total	
ITE Trip Generation Rates: ²									
General Light Industrial ³	TSF	110	0.81	0.11	0.92	0.12	0.85	0.97	6.97
		Passenger Cars:	0.64	0.09	0.72	0.09	0.67	0.76	5.48
		2-Axle Trucks (PCE = 1.5):	0.06	0.01	0.07	0.01	0.07	0.08	0.56
		3-Axle Trucks (PCE = 2.0):	0.03	0.00	0.04	0.00	0.03	0.04	0.27
		4+-Axle Trucks (PCE = 3.0):	0.08	0.01	0.09	0.01	0.08	0.09	0.66

Land Use	Units ¹	Quantity	AM Peak Hour			PM Peak Hour			Weekday Daily
			In	Out	Total	In	Out	Total	
Currently Adopted Land Use Trip Generation Summary:									
General Light Industrial	TSF	30.274							
		Passenger Cars:	19	3	22	3	20	23	166
		2-Axle Trucks (PCE = 1.5):	2	0	2	0	2	2	17
		3-Axle Trucks (PCE = 2.0):	1	0	1	0	1	1	8
		4+-Axle Trucks (PCE = 3.0):	2	0	3	0	2	3	20
		Total (Passenger Car Equivalent):	25	3	28	4	26	29	211

PCE = Passenger Car Equivalent (factors based on 2016 SANBAG CMP)

¹ TSF = Thousand Square Feet

² Trip Generation Source: Institute of Transportation Engineers (ITE), [Trip Generation Manual](#), Ninth Edition (2012).

³ Vehicle Mix Source: City of Fontana Truck Trip Generation Study, August 2008.

ATTACHMENT A
EXISTING (2016) TRAFFIC COUNTS – 11240 STEWART STREET, EL MONTE, CA

Counts Unlimited, Inc
 PO Box 1178
 Corona, CA 92878
 951-268-6268
 counts@countsunlimited.com

Location: El Monte
 N/S: Stewart Street
 E/W: 11240 Ramona Driveway

Date: 10/12/2016
 Day: WEDNESDAY
 Project # 051-16553

TURNING MOVEMENT COUNT

	Stewart Street Northbound				Stewart Street Southbound				11240 Ramona Driveway Eastbound				11240 Ramona Driveway Westbound				TOTAL
	NL	NT	NR	RTOR	SL	ST	SR	RTOR	EL	ET	ER	RTOR	WL	WT	WR	RTOR	
7:00 AM	0	4	1	0	1	8	0	0	0	0	0	0	1	0	0	0	15
7:15 AM	0	7	0	0	0	16	1	0	0	1	0	0	1	0	0	0	26
7:30 AM	0	5	1	0	0	21	1	0	1	0	0	0	0	0	0	0	29
7:45 AM	0	6	3	0	2	17	0	0	0	0	0	0	0	0	0	0	28
8:00 AM	0	8	1	0	0	21	1	0	0	0	0	0	0	0	0	0	31
8:15 AM	0	3	2	0	0	15	1	0	0	0	0	0	0	0	0	0	21
8:30 AM	1	6	0	0	0	10	0	0	0	1	0	0	2	0	0	0	20
8:45 AM	0	0	1	0	1	13	0	0	0	0	0	0	0	0	0	0	15
TOTAL VOLUMES:	1	39	9	0	4	121	4	0	1	2	0	0	4	0	0	0	185

AM Peak Hr Begins at: 715 AM

	NL	NT	NR	RTOR	SL	ST	SR	RTOR	EL	ET	ER	RTOR	WL	WT	WR	RTOR	TOTAL
PEAK VOLUMES:	0	26	5	0	2	75	3	0	1	1	0	0	1	0	0	0	114

PEAK HR FACTOR:	0.861				0.909				0.500				0.250				0.919
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	Stewart Street Northbound				Stewart Street Southbound				11240 Ramona Driveway Eastbound				11240 Ramona Driveway Westbound				TOTAL
	NL	NT	NR	RTOR	SL	ST	SR	RTOR	EL	ET	ER	RTOR	WL	WT	WR	RTOR	
4:00 PM	1	11	4	0	0	7	0	0	0	0	0	0	0	1	0	0	24
4:15 PM	0	9	4	0	0	17	0	0	0	0	2	0	0	1	0	0	33
4:30 PM	0	11	5	0	0	7	0	0	0	0	1	0	0	0	0	0	24
4:45 PM	0	8	1	0	0	10	0	0	1	0	0	0	0	0	0	0	20
5:00 PM	0	21	6	0	0	9	0	0	0	0	0	0	0	0	0	0	36
5:15 PM	0	10	2	0	0	19	0	0	0	0	0	0	0	0	0	0	31
5:30 PM	0	19	5	0	0	13	1	0	1	1	0	0	0	0	0	0	40
5:45 PM	0	10	4	0	0	9	0	0	0	0	1	0	0	0	0	0	24
TOTAL VOLUMES:	1	99	31	0	0	91	1	0	2	1	4	0	0	2	0	0	232

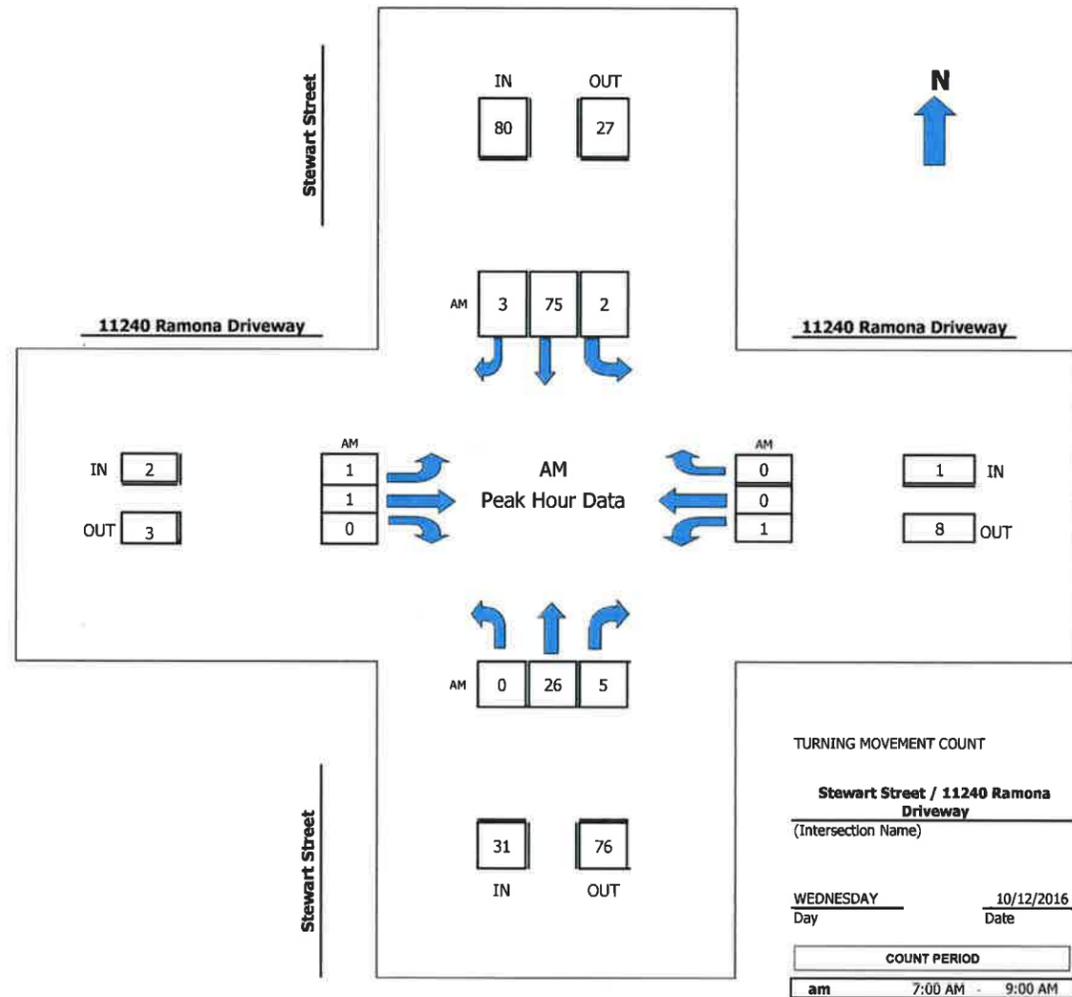
PM Peak Hr Begins at: 500 PM

	NL	NT	NR	RTOR	SL	ST	SR	RTOR	EL	ET	ER	RTOR	WL	WT	WR	RTOR	TOTAL
PEAK VOLUMES:	0	60	17	0	0	50	1	0	1	1	1	0	0	0	0	0	131

PEAK HR FACTOR:	0.713				0.671				0.375				0.000				0.819
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Location: El Monte
 N/S: Stewart Street
 E/W: 11240 Ramona Driveway

Date: 10/12/2016
 Day: WEDNESDAY
 Job #: 051-16553



AM PEAK HOUR 715 AM

Location: El Monte
 N/S: Stewart Street
 E/W: 11240 Ramona Driveway

Date: 10/12/2016
 Day: WEDNESDAY
 Project # 051-16553

PEDESTRIANS

	East Leg 11240 Ramona Driveway	West Leg 11240 Ramona Driveway	South Leg Stewart Street	North Leg Stewart Street	TOTAL
7:00 AM	0	0	0	0	0
7:15 AM	0	0	0	0	0
7:30 AM	0	1	0	0	1
7:45 AM	0	0	0	0	0
8:00 AM	0	0	0	0	0
8:15 AM	1	2	0	0	3
8:30 AM	0	0	1	0	1
8:45 AM	0	0	0	0	0
TOTAL VOLUMES:	1	3	1	0	5

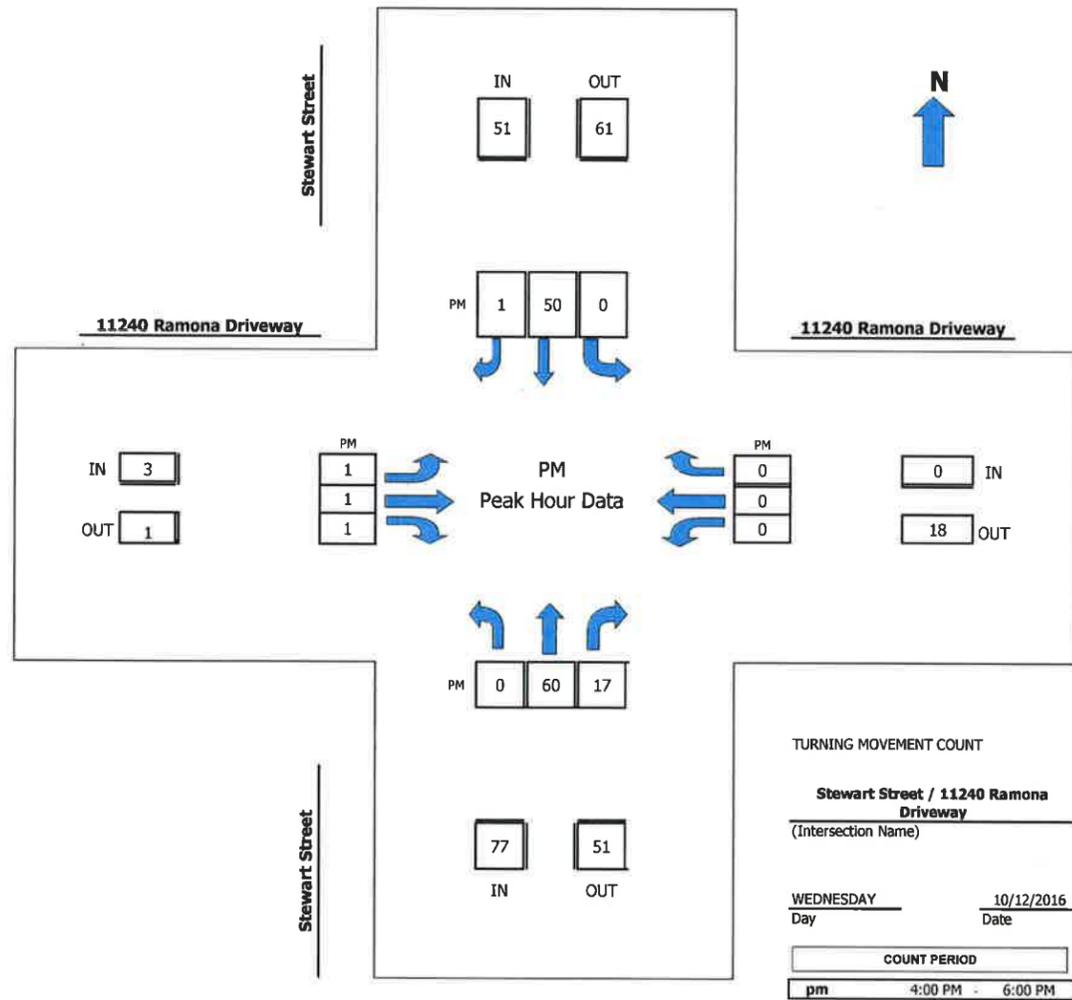
Peak Hr	715	0	1	0	0	1
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	East Leg 11240 Ramona Driveway	West Leg 11240 Ramona Driveway	South Leg Stewart Street	North Leg Stewart Street	TOTAL
4:00 PM	1	1	1	0	3
4:15 PM	2	0	0	1	3
4:30 PM	0	1	1	0	2
4:45 PM	0	0	0	0	0
5:00 PM	1	0	0	0	1
5:15 PM	1	0	0	0	1
5:30 PM	0	0	0	0	0
5:45 PM	0	1	0	0	1
TOTAL VOLUMES:	5	3	2	1	11

Peak Hr	500	2	1	0	0	3
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Location: El Monte
 N/S: Stewart Street
 E/W: 11240 Ramona Driveway

Date: 10/12/2016
 Day: WEDNESDAY
 Job #: 051-16553



PM PEAK HOUR 500 PM

Location: El Monte
 N/S: Stewart Street
 E/W: 11240 Ramona Driveway

Date: 10/12/2016
 Day: WEDNESDAY
 Project # 051-16553

BICYCLES

	East Leg 11240 Ramona Driveway	West Leg 11240 Ramona Driveway	South Leg Stewart Street	North Leg Stewart Street	TOTAL
7:00 AM	1	0	0	0	1
7:15 AM	0	0	0	0	0
7:30 AM	0	0	0	0	0
7:45 AM	0	0	0	0	0
8:00 AM	0	0	0	0	0
8:15 AM	0	0	0	0	0
8:30 AM	0	0	0	0	0
8:45 AM	0	0	0	0	0
TOTAL VOLUMES:	1	0	0	0	1

Peak Hr	715	0	0	0	0
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	East Leg 11240 Ramona Driveway	West Leg 11240 Ramona Driveway	South Leg Stewart Street	North Leg Stewart Street	TOTAL
4:00 PM	0	0	0	0	0
4:15 PM	0	0	0	0	0
4:30 PM	0	0	0	0	0
4:45 PM	0	0	0	1	1
5:00 PM	0	0	0	0	0
5:15 PM	1	0	0	0	1
5:30 PM	0	1	0	0	1
5:45 PM	0	0	0	0	0
TOTAL VOLUMES:	1	1	0	1	3

Peak Hr	500	1	1	0	2
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24 Hour Driveway Count
 11240 Ramona Boulevard
 El Monte, CA
 10/12/2016

11240 Ramona Boulevard Driveway Count		
	Eastbound	Westbound
0:00	0	1
0:15	0	0
0:30	0	0
0:45	0	0
1:00	0	0
1:15	0	0
1:30	0	0
1:45	0	0
2:00	0	0
2:15	0	0
2:30	0	0
2:45	0	0
3:00	0	0
3:15	0	0
3:30	0	0
3:45	1	0
4:00	0	0
4:15	1	0
4:30	0	0
4:45	0	0
5:00	0	0
5:15	0	1
5:30	0	0
5:45	0	0
6:00	1	1
6:15	0	0
6:30	0	0
6:45	2	0
7:00	0	0
7:15	1	1
7:30	1	1
7:45	0	0
8:00	0	1
8:15	0	1
8:30	1	1
8:45	0	0
9:00	1	0
9:15	2	0
9:30	0	0
9:45	0	0
10:00	1	2
10:15	2	2
10:30	2	0
10:45	1	1
11:00	1	1
11:15	0	0
11:30	1	2
11:45	0	1
12:00	1	0
12:15	2	2
12:30	0	0
12:45	0	1
13:00	3	2
13:15	1	0
13:30	1	2
13:45	1	0
14:00	0	0
14:15	0	1
14:30	1	2
14:45	1	0
15:00	1	0
15:15	1	1
15:30	1	1
15:45	0	1
16:00	0	2
16:15	2	1

24 Hour Driveway Count
 11240 Ramona Boulevard
 El Monte, CA
 10/12/2016

11240 Ramona Boulevard Driveway Count		
	Eastbound	Westbound
16:30	1	0
16:45	1	0
17:00	0	0
17:15	0	0
17:30	2	1
17:45	1	0
18:00	0	1
18:15	1	1
18:30	1	0
18:45	1	1
19:00	0	0
19:15	0	6
19:30	1	1
19:45	2	5
20:00	1	0
20:15	0	0
20:30	2	0
20:45	0	0
21:00	0	0
21:15	1	2
21:30	0	1
21:45	1	0
22:00	0	2
22:15	0	0
22:30	1	0
22:45	0	0
23:00	0	0
23:15	0	0
23:30	0	1
23:45	1	0
TOTAL	53	55

**PLACENTIA VETERAN'S VILLAGE PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Implementation Schedule	Verification
<p>Aesthetics I-1</p> <p>Prior to approval of the Final Design, an analysis of potential glare from sunlight or exterior lighting to impact vehicles traveling on adjacent roadways shall be submitted to the City for review and approval. This analysis shall demonstrate that due to building orientation or exterior treatment, no significant glare may be caused that could negatively impact drivers on the local roadways or impact adjacent land uses. If potential glare impacts are identified, the building orientation, use of non-glare reflective materials or other design solutions acceptable to the City of Placentia shall be implemented to eliminate glare impacts.</p>	<p>This study shall be submitted to the prior to or concurrent with submittal of final design for approval by the City. The design shall be implemented during construction of the facility.</p>	<p>A copy of the approved final design shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the glare minimization measures have been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.</p>
	<p>Source Initial Study</p>	<p>Responsible Party City of Placentia</p>
		<p>Status / Date / Initials</p>

Mitigation Measure	Implementation Schedule	Verification
<p>Air Quality III-1</p> <p>Fugitive Dust Control: The following measures shall be incorporated into Project plans and specifications for implementation:</p> <ul style="list-style-type: none"> • Apply soil stabilizers or moisten inactive areas. • Water exposed surfaces as needed to avoid visible dust leaving the construction site (typically 2-3 times/day). • Cover all stock piles with tarps at the end of each day or as needed. • Provide water spray during loading and unloading of earthen materials. • Minimize in-out traffic from construction zone. • Cover all trucks hauling dirt, sand, or loose material and require all trucks to maintain at least two feet of freeboard. • Sweep streets daily if visible soil material is carried out from the construction site. 	<p>This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.</p>	<p>A copy of the construction contract including this air mitigation measures shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measures have been implemented as required in these measures. Field notes documenting verification shall be retained in the project file.</p>
	<p>Source Initial Study</p>	<p>Responsible Party City of Placentia</p>
		<p>Status / Date / Initials</p>

**PLACENTIA VETERAN'S VILLAGE PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Implementation Schedule	Verification
<p>Air Quality III-2 <u>Exhaust Emissions Control</u>; The following measures shall be incorporated into Project plans and specifications for implementation:</p> <ul style="list-style-type: none"> • Utilize well-tuned off-road construction equipment. • Establish a preference for contractors using Tier 3-rated or better heavy equipment. • Enforce 5-minute idling limits for both on-road trucks and off-road equipment. 	<p>This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.</p>	<p>A copy of the construction contract including this air mitigation measures shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measures have been implemented as required in these measures. Field notes documenting verification shall be retained in the project file.</p>
	<p>Source Initial Study</p>	<p>Responsible Party City of Placentia</p>
	<p>Source Initial Study</p>	<p>Status / Date / Initials</p>

Mitigation Measure	Implementation Schedule	Verification
<p>Air Quality III-3 <u>Occupancy Emissions</u>: Operational emissions are not anticipated to exceed their respective SCAQMD significance thresholds with application of the following measure:</p> <ul style="list-style-type: none"> • Utilize SCAQMD approved Rule 445 devices rather than wood burning fireplaces for any residential use. • All residential living areas shall be equipped with air filtration systems operating under positive pressure rated at MERV 13 or higher. • Replacement filters shall be made available through the apartment management for the project. 	<p>These measures shall be incorporated into the approved final design of the structure and maintenance agreement for the facility prior to occupancy</p>	<p>A copy of the approved final design shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify these measures or commitments have been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.</p>
	<p>Source Initial Study</p>	<p>Responsible Party City of Placentia</p>
	<p>Source Initial Study</p>	<p>Status / Date / Initials</p>

**PLACENTIA VETERAN'S VILLAGE PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Implementation Schedule	Verification
<p>Cultural Resources V-1 Should any cultural resources be encountered during construction of these facilities, earthmoving or grading activities in the immediate area of the finds shall be halted and an onsite inspection shall be performed immediately by a qualified archaeologist. Responsibility for making this determination shall be with the City onsite inspector. The archaeological professional shall assess the find, determine its significance, and make recommendations for appropriate mitigation measures within the guidelines of the California Environmental Quality Act.</p>	<p>Any response to exposed resources shall occur during construction. Any reports documentation management and findings for accidentally exposed resources shall be completed within one year of the discovery.</p>	<p>The City shall be notified within 24-hours of accidental exposure of any archaeological resources. A copy of initial findings shall be provided to the City and retained in the project file. A copy of the final report shall be retained in the project file.</p>
	<p>Source Initial Study</p>	<p>Responsible Party City of Placentia</p>
		<p>Status / Date / Initials</p>

Mitigation Measure	Implementation Schedule	Verification
<p>Cultural Resources V-2 Should any paleontological resources be encountered during construction of these facilities, earthmoving or grading activities in the immediate area of the finds shall be halted and an onsite inspection should be performed immediately by a qualified paleontologist. Responsibility for making this determination shall be with the City onsite inspector. The paleontological professional shall assess the find, determine its significance, and make recommendations for appropriate mitigation measures within the guidelines of the California Environmental Quality Act.</p>	<p>Any response to exposed resources shall occur during construction. Any reports documentation management and findings for accidentally exposed resources shall be completed within one year of the discovery.</p>	<p>The City shall be notified within 24-hours of accidental exposure of any paleontological resources. A copy of initial findings shall be provided to the City and retained in the project file. A copy of the final report shall be retained in the project file.</p>
	<p>Source Initial Study</p>	<p>Responsible Party City of Placentia</p>
		<p>Status / Date / Initials</p>

**PLACENTIA VETERAN'S VILLAGE PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Implementation Schedule	Verification
<p>Geology and Soils VI-1 Stored backfill material shall be covered with water resistant material during periods of heavy precipitation to reduce the potential for rainfall erosion of stored backfill material. If covering is not feasible, then measures such as the use of straw bales or sand bags shall be used to capture and hold eroded material on the Project site for future cleanup.</p>	<p>These measures shall be identified in the project Stormwater Pollution Prevention Plan (SWPPP) and implemented during construction.</p>	<p>A copy of the SWPPP shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the SWPPP BMPs have been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.</p>
	<p>Source Initial Study</p>	<p>Responsible Party City of Placentia</p>
		<p>Status / Date / Initials</p>

Mitigation Measure	Implementation Schedule	Verification
<p>Geology and Soils VI-2 All exposed, disturbed soil (trenches, stored backfill, etc.) shall be sprayed with water or soil binders twice a day, or more frequently if fugitive dust is observed migrating from the site within which the Veteran's Village is being constructed.</p>	<p>These measures shall be identified in the project Stormwater Pollution Prevention Plan (SWPPP) and implemented during construction.</p>	<p>A copy of the SWPPP shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the SWPPP BMPs have been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.</p>
	<p>Source Initial Study</p>	<p>Responsible Party City of Placentia</p>
		<p>Status / Date / Initials</p>

**PLACENTIA VETERAN'S VILLAGE PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Implementation Schedule	Verification
<p>Geology and Soils VI-3 The WQMP shall incorporate Low Impact Development designs to manage storm water runoff post development. The WQMP shall incorporate an appropriate hydrology evaluation to demonstrate no downstream discharges meet both water quality and drainage system requirements.</p>	<p>The WQMP shall be completed and approved by the City prior to ground disturbance. The WQMP BMPs shall be implemented prior to occupancy.</p>	<p>A copy of the WQMP shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the WQMP BMPs have been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.</p>
	<p>Source Initial Study</p>	<p>Responsible Party City of Placentia</p>
		<p>Status / Date / Initials</p>

Mitigation Measure	Implementation Schedule	Verification
<p>Hazards and Hazardous Materials VIII-1 All spills or leakage of petroleum products during construction activities shall be remediated in compliance with applicable state and local regulations regarding cleanup and disposal of the contaminant released. Any contaminated waste will be collected and disposed of at an appropriately licensed disposal or treatment facility. This measure will be incorporated into the SWPPP prepared for the Project development.</p>	<p>These measures shall be identified in the project Stormwater Pollution Prevention Plan (SWPPP) and implemented during construction.</p>	<p>A copy of the SWPPP shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the SWPPP BMPs have been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.</p>
	<p>Source Initial Study</p>	<p>Responsible Party City of Placentia</p>
		<p>Status / Date / Initials</p>

**PLACENTIA VETERAN'S VILLAGE PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Implementation Schedule	Verification
<p>Noise XII-1</p> <p>The developer shall require the installation side windows (east and west facing) on the Veteran's Village building in living or sleeping areas should be premium dual-paned windows with a minimum sound transmission class (STC) rating of 33 or higher. In addition the 8-foot tall block wall shall be installed prior to construction to minimize noise exposure for construction employees during construction.</p>	<p>The final design plans shall include windows with the specific STC rating for approval by the City. The windows shall be installed during building construction.</p>	<p>A copy of the approved final design shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the appropriate windows have been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.</p>
	<p>Source</p> <p>Initial Study</p>	<p>Responsible Party</p> <p>City of Placentia</p>
		<p>Status / Date / Initials</p>

Mitigation Measure	Implementation Schedule	Verification
<p>Noise XII-2</p> <p>The developer shall require the installation of a mechanical ventilation system affording comfort under closed window conditions.</p>	<p>The final design plans shall include a mechanical ventilation system for approval by the City. The ventilation system shall be installed during building construction.</p>	<p>A copy of the approved final design shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the mechanical ventilation system has been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.</p>
	<p>Source</p> <p>Initial Study</p>	<p>Responsible Party</p> <p>City of Placentia</p>
		<p>Status / Date / Initials</p>

**CITY OF PLACENTIA
MITIGATED NEGATIVE DECLARATION**

Lead Agency: City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

Contact: Joseph M. Lambert
Phone: (714) 993-8124
Email: jlambert@placentia.org

Project Title: PLACENTIA VETERAN'S VILLAGE PROJECT: General Plan Amendment 2016-01, Zone Change 2016-01, Variance 2016-02, Development Plan Review 2016-01 and Development Agreement 2016-01

State Clearinghouse Number: Not Applicable

Project Location: The proposed project site consists of a 3.65 gross acre site made up of two parcels generally located at 1925 Orangeview Avenue, in the City of Placentia, California (APNs 346-241-02 and 346-331-19). The site is located just south of Orangethorpe Avenue and west of Lakeview Avenue. The project site is bound to the north by the BNSF railroad track, the Atwood Flood Control Channel to the south, and other industrial and commercial uses to the east and west.

Project Description: The proposed project consists of a General Plan Amendment from Industrial and Commercial Manufacturing to 7654321 High Density Residential, a Zone Change from Manufacturing (M) and Commercial-Manufacturing (C-M) to High Density Residential (R-3), a Variance from the Parking Standards which would allow 52 uncovered parking spaces instead of the normally required 115 spaces, approval of Development Plan Review and approval of a Development Agreement to develop and operate a 50 unit apartment complex to provide low cost housing to military veterans. Mercy Housing California will develop the 50-unit apartment building that will provide service-enriched affordable rental housing for U.S. Veterans.

Finding: City of Placentia's decision to implement this proposed project is a discretionary decision or "project" that requires evaluation under the California Environmental Quality Act (CEQA). Based on the information in the project Initial Study, the City has made a determination that a Mitigated Negative Declaration will be the appropriate environmental determination for this project to comply with CEQA.

Initial Study: Copies of the Initial Study are available for public review at the City of Placentia Planning Division at 401 East Chapman Avenue, Placentia, CA 92870. The public review period for the Initial Study began November 18, 2016 and closed on December 7, 2016.

Mitigation Measures: All mitigation measures identified in the Initial Study are summarized on pages 61-62 and are proposed for adoption as conditions of the project. These measures will be implemented through a mitigation monitoring and reporting program after the Mitigated Negative Declaration is adopted.

Signature

Title

Date



Successor Agency to the Redevelopment Agency of the City of Placentia

AGENDA REPORT

TO: SUCCESSOR AGENCY

VIA: CITY ADMINISTRATOR/EXECUTIVE DIRECTOR

FROM: SUCCESSOR AGENCY STAFF

DATE: JANUARY 17, 2017

SUBJECT: **RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 17-18) FOR JULY 1, 2017 THROUGH JUNE 30, 2018 & REINSTATEMENT OF CERTAIN LOAN AGREEMENTS BETWEEN SUCCESSOR AGENCY AND CITY OF PLACENTIA**

FISCAL
IMPACT: EXPENDITURES: RPTTF \$ 2,700,747.00
ACA \$ 250,000.00

SUMMARY:

Pursuant to Health and Safety Code ("HSC") Section 34177(l), successor agencies are required to prepare and submit a Recognized Obligation Payment Schedule ("ROPS") detailing each enforceable obligation that requires property tax revenue to satisfy debt of the former Redevelopment Agency for a twelve-month reporting period. This action respectfully requests the Successor Agency's review and approval of the ROPS 17-18, which covers the twelve-month reporting period of July 1, 2017 through June 30, 2018.

RECOMMENDATION:

It is recommended that the City Council, acting in its sole capacity as the Successor Agency to the Redevelopment Agency of the City of Placentia, take the following action:

1. Approve Resolution RSA-2017-____, A Resolution of the City Council of the City of Placentia, California, Acting as the Successor Agency to the Redevelopment Agency of the City of Placentia, Approving and Adopting the Recognized Obligation Payment Schedule for the period of July 1, 2017 through June 30, 2018 (ROPS 17-18); and
2. Approve Resolution RSA-2017-____, A Resolution of the City Council of the City of Placentia, California, Acting as the Successor Agency to the Redevelopment Agency of the City of Placentia, Approving Reinstatement of Certain Loan Agreements Between the City of Placentia and the Former Redevelopment Agency as Enforceable Obligations.

DISCUSSION:

Recognized Obligation Payment Schedule 17-18

Pursuant to HSC Section 34177(l), the Successor Agency is required to prepare a ROPS that identifies the enforceable obligations of the former Redevelopment Agency and the sources of funds for the repayments. ROPS 17-18, covering the period of July 1, 2017 through June 30, 2018, must be approved by the Oversight Board and submitted to the State Department of Finance ("DOF") no later than February 1, 2017. Pursuant to HSC Section 34177(m), the DOF has 45 days from submission after Oversight Board

1.g.
January 17, 2017

approval to review the ROPS and object to any enforceable obligations. If the ROPS is not submitted by the deadline, the City is subject to a \$10,000 fine for every day the ROPS is late and the administrative cost allowance for the Successor Agency is reduced by 25% after 10 days.

Successor Agency Staff is recommending the inclusion of three (3) new line-items to the ROPS based on a recent discovery of some outstanding enforceable obligations, which have not been included on any prior Successor Agency ROPS forms and will need to be addressed in this manner as part of the wind-down efforts of the former Placentia Redevelopment Agency. The three (3) items are related to the payment of the former Redevelopment Agency's Supplemental Educational Revenue Augmentation Fund (SERAF) obligation for FY 2009-10 and FY 2010-11 as required by HSC Sections 33690 and 33690.5 as well as two (2) outstanding promissory notes in connection with the former Redevelopment Agency's purchase of two (2) properties from the City of Placentia located at 110 S. Bradford (APN: 339-052-24) and 312 S. Melrose (APN: 339-393-10) on January 20, 2009. The property on 110 S. Bradford is currently developed and serves as Fire Station #35 for the Orange County Fire Authority and the property on 312 S. Melrose is currently utilized as a free surface public parking lot but is slated to be developed as a parking structure in cooperation with the Orange County Transportation Authority to support the proposed Metrolink Station.

At this time, Staff has prepared the ROPS 17-18 for the Successor Agency's review and approval.

Loan Agreements

As described in the previous section, the former Placentia Redevelopment Agency has two (2) outstanding promissory notes in connection with the former Redevelopment Agency's purchase of two (2) properties from the City of Placentia located at 110 S. Bradford and 312 S. Melrose on January 20, 2009. The property on 110 S. Bradford is currently developed and serves as Fire Station #35 for the Orange County Fire Authority and the property on 312 S. Melrose is currently utilized as a free surface public parking lot but is slated to be developed as a parking structure in cooperation with the Orange County Transportation Authority to support the proposed Metrolink Station.

Health and Safety Code Section 34191.4(b) allows the Successor Agency to reinstate loans entered into between the former Placentia Redevelopment Agency and the City of Placentia prior to dissolution, provided that the DOF has issued a Finding of Completion to the Successor Agency and the Oversight Board must make a finding that the loan(s) were for legitimate redevelopment purposes and approve the repayment of such loans for inclusion in the ROPS. On October 28, 2013, the DOF issued the Finding of Completion to the Successor Agency.

If approved by the Oversight Board and Department of Finance, the Successor Agency's loans to the City may be restored as an enforceable obligation and listed on the ROPS going forward. The funds to pay the obligation to the City will be provided to the Successor Agency via the Redevelopment Property Tax Trust Fund (RPTTF) and the Successor Agency can pay the City consistent with the terms of the re-instated loan agreements.

It should be noted that certain terms of the repayment of the reinstated loans are subject to Health and Safety Code, Section 34191.4. These repayment terms are as follows:

- Interest rate will be recalculated from 7% to a rate not to exceed the most recently published interest rate earned by funds deposited into the Local Agency Investment Fund (LAIF) during the previous fiscal quarter (0.6% as of September 2016).
- Repayment of loans shall be first applied to principal, and second to interest, and shall be subordinate to other approved enforceable obligations.

- Maximum authorized loan amount per year will be one-half of the increase between the amount distributed to the taxing entities in residual RPTTF during the prior fiscal year and the amount distributed to the taxing entities during the base year of 2012-13.
- Twenty percent (20%) of the yearly payments received by the Successor Agency shall be transferred to the Housing Successor Agency's Low and Moderate Income Housing Asset Fund.

The current outstanding principal balance on the loans is \$2,270,000. With interest, the City will receive approximately \$2,773,940 in payments towards the loans. Of this, approximately \$2,219,152 will be remitted to the General Fund and \$554,788 (20%) will be remitted to the Low and Moderate Income Housing Asset Fund and used to support affordable housing activities.

In compliance with the HSC requirements, a defined repayment schedule has been developed and is provided as an attachment to this staff report. However, payment amounts will vary and be made based upon availability of funds after payment of other enforceable obligations on the ROPS and the maximum authorized loan amount cap, which is calculated annually.

FISCAL IMPACT:

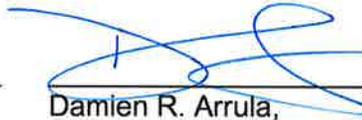
Proposed expenditures from the RPTTF are \$2,700,747. Expenditures paid from the RPTTF include the Administrative Cost Allocation (ACA), which is a \$250,000 allocation the Successor Agency as authorized by law.

Prepared by:

Reviewed and approved:



Brian Moncrief,
Staff to Successor Agency



Damien R. Arrula,
City Administrator/Executive Director

Attachments:

1. Resolution RSA-2017- XX Adopting the Recognized Obligation Payment Schedule
2. Resolution RSA-2017- XX Approving Reinstatement of Certain Loan Agreements
3. Recognized Obligation Payment Schedule for July 1, 2017 through June 30, 2018 (ROPS 17-18)
4. Sponsoring Entity Loan Repayment Schedule

RESOLUTION NO. RSA-2017-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA, APPROVING AND ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JULY 1, 2017 TO JUNE 30, 2018 (ROPS 17-18)

A. Recitals.

(i) On December 29, 2011, the California Supreme Court delivered its decision in California Redevelopment Association v. Matosantos, finding ABx1 26 ("Dissolution Act") largely constitutional.

(ii) The Dissolution Act and the California Supreme Court's decision in California Redevelopment Association v. Matosantos, all California redevelopment agencies, including the Redevelopment Agency for the City of Placentia ("former Agency"), were dissolved on February 1, 2012.

(iii) On January 17, 2012, the Placentia City Council adopted Resolution No. R-2012-03 accepting for the City, the role of Successor Agency to the former Redevelopment Agency ("Successor Agency").

(iv) California Health and Safety Code § 34177 provides that before each twelve-month fiscal period, successor agencies to former redevelopment agencies must prepare a Recognized Obligation Payment Schedule ("ROPS") for the enforceable obligations of a former redevelopment agency. The next twelve-month period for which a ROPS is required is the period that commences on July 1, 2017 and ends on June 30, 2018 ("ROPS 17-18").

(v) The City Council, in its capacity as the Successor Agency, desires to adopt this Resolution approving the ROPS 17-18 in accordance with California Health and Safety Code § 34177, which covers the twelve-month fiscal period that commences on July 1, 2017 and ends on June 30, 2018.

(vi). All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The City Council, acting in its capacity as the Successor Agency, approves and authorizes transmittal of the draft ROPS 17-18, covering the period of July 1, 2017 through June 30, 2018, in substantially the form attached hereto as Exhibit "A", as required by State law.

3. In retaining the responsibilities of the Redevelopment Agency of the City of Placentia as provided in California Health and Safety Code § 34177, the City Council expressly determines, recognizes, reaffirms, and ratifies the statutory limitation on the City and the City Council's liability in retaining the responsibilities of the Redevelopment Agency of the City of Placentia under AB X1 26 and AB 1484. Nothing in this Resolution shall be construed as a commitment, obligation, or debt of the City or any resources, funds, or assets of the City to fund the City's service as the Successor Agency to the Redevelopment Agency of the City of Placentia as provided in this Resolution.

4. The City Administrator, or his designee, hereby is authorized and directed to submit the ROPS 17-18 set forth in Exhibit "A" to the Oversight Board for approval and transmittal to all required County and State agencies as well as to post the ROPS 17-18 on the Successor Agency's website.

PASSED, APPROVED and ADOPTED this 17th day of January, 2017.

CRAIG GREEN, CHAIRMAN

Attest:

PATRICK J. MELIA, SECRETARY

I, Patrick J. Melia, Secretary of the Successor Agency to the Redevelopment Agency of the City of Placentia do hereby certify that the foregoing Resolution No. RSA-2017-XX was adopted at a regular meeting of the City Council acting as the Successor Agency to the Redevelopment Agency of the City of Placentia held on the 17th day of January, 2017 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

PATRICK J. MELIA, SECRETARY

Approved as to Form:

CHRISTIAN L. BETTENHAUSEN, GENERAL COUNSEL

Exhibit A:

Recognized Obligation Payment Schedule for July 1, 2017 to June 30, 2018 (ROPS 17-18)

RESOLUTION NO. RSA-2017-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA, APPROVING REINSTATEMENT OF CERTAIN LOAN AGREEMENTS BETWEEN THE CITY OF PLACENTIA AND THE FORMER REDEVELOPMENT AGENCY AS ENFORCEABLE OBLIGATIONS

A. Recitals.

(i) On December 29, 2011, the California Supreme Court delivered its decision in California Redevelopment Association v. Matosantos, finding ABx1 26 ("Dissolution Act") largely constitutional.

(ii) The Dissolution Act and the California Supreme Court's decision in California Redevelopment Association v. Matosantos, all California redevelopment agencies, including the Redevelopment Agency for the City of Placentia ("former Agency"), were dissolved on February 1, 2012.

(iii) On January 17, 2012, the Placentia City Council adopted Resolution No. R-2012-03 accepting for the City, the role of Successor Agency to the former Redevelopment Agency ("Successor Agency").

(iv) During the former Agency's existence, the former Agency and the City of Placentia ("City") entered into certain agreements pursuant to which the City made loans to the former Agency for the purpose of carrying out various projects and actions under the Community Redevelopment Law.

(v) On January 20, 2009, the former Agency purchased the properties located at 110 S. Bradford Avenue and 312 South Melrose Street ("Property").

(vi) The purpose for acquiring the Property being that both were located within the Redevelopment Project Area, thus, the former Agency could implement the Redevelopment Plan by the acquisition and development of the Property.

(vi) The Dissolution Law provides that the Successor Agency is only authorized to pay "enforceable obligations" that are listed on a Recognized Obligation Payment Schedule that has

been approved by the Oversight Board and the California Department of Finance.

(vii) Upon dissolution of the former Agency, with limited exceptions, all loan agreements between the City and the former Agency were invalidated and do not qualify as an enforceable obligation.

(viii) The California Department of Finance (DOF) issued a finding of completion to the Successor Agency on October 18, 2013.

(ix) The Dissolution Law provides that, notwithstanding the general invalidation of loan agreements between cities and their former redevelopment agencies, upon application by a successor agency and approval by the oversight board, loan agreements between a city and its redevelopment agency shall be deemed enforceable obligations provided that the oversight board makes a finding that the loan was for legitimate redevelopment purposes.

(x) Loan agreements that qualify for reinstatement include loans for money entered into between the former redevelopment agency and the city that created the redevelopment agency for its use for a lawful purpose, and where the redevelopment agency was obligated to repay the money it received pursuant to a required repayment schedule.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The Successor Agency finds and declares that the loan agreements were entered into for valid redevelopment purposes and in accordance with the California Redevelopment Law and should be placed on the Recognized Obligation Payment Schedule 17-18 as an enforceable obligation.

PASSED, APPROVED and ADOPTED this 17th day of January, 2017.

CRAIG GREEN, CHAIRMAN

Attest:

PATRICK J. MELIA, SECRETARY

I, Patrick J. Melia, Secretary of the Successor Agency to the Redevelopment Agency of the City of Placentia do hereby certify that the foregoing Resolution No. RSA-2017-XX was adopted at a regular meeting of the City Council acting as the Successor Agency to the Redevelopment Agency of the City of Placentia held on the 17th day of January, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PATRICK J, MELIA, SECRETARY

Approved as to Form:

CHRISTIAN L. BETTENHAUSEN, GENERAL COUNSEL

Exhibit A:

[INSERT LOAN AGREEMENTS AS ATTACHMENTS]

Recognized Obligation Payment Schedule (ROPS 17-18) - Summary

Filed for the July 1, 2017 through June 30, 2018 Period

Successor Agency: Placentia
County: Orange

	17-18A Total (July - December)	17-18B Total (January - June)	ROPS 17-18 Total
A Enforceable Obligations Funded as Follows (B+C+D):	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G):	\$ 1,027,805	\$ 1,922,942	\$ 2,950,747
F RPTTF	902,805	1,797,942	2,700,747
G Administrative RPTTF	125,000	125,000	250,000
H Current Period Enforceable Obligations (A+E):	\$ 1,027,805	\$ 1,922,942	\$ 2,950,747

Certification of Oversight Board Chairman:
Pursuant to Section 34177 (o) of the Health and Safety code, I
hereby certify that the above is a true and accurate Recognized
Obligation Payment Schedule for the above named successor
agency.

James Harman Chair
Name Title
/s/ _____
Signature Date

Placentia Successor Agency
Sponsoring Entity Repayment Schedule for Promissory Note - 312 S. Melrose
January 11, 2017

Fiscal Year	Maximum Authorized Loan Repayment Amt. *	Promissory Note					Outstanding Loan Balance
		Principal Payment	Interest Payment	Total	20% Housing Set Aside Payment **	Loan Repayment Amount to General Fund	
		\$ 1,285,000	\$ 285,270				\$ 1,570,270
2017-18	\$ 305,504	\$ 305,504	\$ -	\$ 305,504	\$ 61,101	\$ 244,403	\$ 1,264,766
2018-19	\$ 305,504	\$ 305,504	\$ -	\$ 305,504	\$ 61,101	\$ 244,403	\$ 959,262
2019-20	\$ 305,504	\$ 305,504	\$ -	\$ 305,504	\$ 61,101	\$ 244,403	\$ 653,758
2020-21	\$ 323,850	\$ 323,850	\$ -	\$ 323,850	\$ 64,770	\$ 259,080	\$ 329,908
2021-22	\$ 611,008	\$ 44,638	\$ 285,270	\$ 329,908	\$ 65,982	\$ 263,926	\$ -
		\$ 1,285,000	\$ 285,270	\$ 1,570,270	\$ 314,054	\$ 1,256,216	

*Total maximum authorized loan amount is \$611,008 for FY 2017-18 and is evenly split in half between both promissory notes. Calculation is based on DOF's Sponsoring Entity Loan Repayment calculator. The maximum authorized loan amount for repayment varies each fiscal year depending on the RPTTF residual distributions to the taxing entities calculated in the prior fiscal year. Therefore, the actual repayment amount will need to be calculated and updated annually for purposes of the above repayment schedule shown above, which currently assumes that the maximum authorized loan amount is held constant.

** Health and Safety Code 34191.4 requires that 20 percent of the sponsoring entity loan repayments shall be deducted from the loan repayment amount and shall be transferred to the Low and Moderate Income Housing Fund.

Note: Repayment of Promissory Note for 110 S. Bradford is estimated to be completed in FY 2020-21, therefore any remaining balances and/or the full amount of the maximum authorized loan amount (\$611,008) is applied to pay the Promissory Note for 312 S. Melrose. Amount of maximum authorized loan is subject to change and will vary depending on actual property tax collections reported by the Orange County Auditor Controller and the amount of residual RPTTF distributions.

Sources: Placentia Successor Agency, Orange County Auditor Controller & California Department of Finance

Placentia Successor Agency
Sponsoring Entity Repayment Schedule for Promissory Note - 110 S. Bradford
January 11, 2017

Fiscal Year	Maximum Authorized Loan Repayment Amt. *	Promissory Note					Outstanding Loan Balance
		Principal Payment	Interest Payment	Total	20% Housing Set Aside Payment **	Loan Repayment Amount to General Fund	
		\$ 985,000	\$ 218,670				\$ 1,203,670
2017-18	\$ 305,504	\$ 305,504	\$ -	\$ 305,504	\$ 61,101	\$ 244,403	\$ 898,166
2018-19	\$ 305,504	\$ 305,504	\$ -	\$ 305,504	\$ 61,101	\$ 244,403	\$ 592,662
2019-20	\$ 305,504	\$ 305,504	\$ -	\$ 305,504	\$ 61,101	\$ 244,403	\$ 287,158
2020-21	\$ 305,504	\$ 68,488	\$ 218,670	\$ 287,158	\$ 57,432	\$ 229,726	\$ -
		\$ 985,000	\$ 218,670	\$ 1,203,670	\$ 240,734	\$ 962,936	

*Total maximum authorized loan amount is \$611,008 for FY 2017-18 and is evenly split in half between both promissory notes. Calculation is based on DOF's Sponsoring Entity Loan Repayment calculator. The maximum authorized loan amount for repayment varies each fiscal year depending on the RPTTF residual distributions to the taxing entities calculated in the prior fiscal year. Therefore, the actual repayment amount will need to be calculated and updated annually for purposes of the above repayment schedule shown above, which currently assumes that the maximum authorized loan amount is held constant.

** Health and Safety Code 34191.4 requires that 20 percent of the sponsoring entity loan repayments shall be deducted from the loan repayment amount and shall be transferred to the Low and Moderate Income Housing Fund.

Sources: Placentia Successor Agency, Orange County Auditor Controller & California Department of Finance



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: INTERIM CHIEF FINANCIAL OFFICER

DATE: JANUARY 17, 2017

SUBJECT: **AMENDING THE COMPREHENSIVE FEE SCHEDULE INCREASING RATES AND CHARGES FOR VARIOUS CITY SERVICES; AND APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH REVENUE & COST SPECIALIST, LLC TO PREPARE AN OVERHEAD COST ALLOCATION STUDY AND COMPREHENSIVE FEE AND RATE SCHEDULE**

FISCAL EXPENSE: \$26,000 GENERAL FUND
IMPACT: REVENUE: ESTIMATED INCREASE UNKNOWN

SUMMARY:

Local government agencies, such as the City of Placentia, are responsible for providing a variety of services to citizens. These services range widely from public safety services, such as police patrol, to building related services, such as the issuance of building permits and conducting safety inspections of new construction. The methods of funding local government services are also varied but the majority come from tax revenues and user fee charges. Services that support the public and public safety are typically tax supported, while services that are more elective in nature and often provide for specific individual beneficiaries are supported by user fee charges. User fee related services are provided by many City departments, but tend to be more heavily concentrated in the Planning, Building, Engineering, and Community Services divisions. This action approves the resolution which amends the Comprehensive User Fees to recover up to the full cost of providing user fee related services.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Open the Public Hearing to consider amending the Comprehensive Fee Schedule for certain City fees, rates and charges for various City services to adjust for 5.04% CPI; and
2. Receive the Staff Report and Public Testimony; and
3. Close the Public Hearing; and
4. Adopt Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, California, Increasing, Establishing and Adopting Certain City Fees, Rates and Charges for various City Services; and

2.a.

January 17, 2017

5. Approve a Consulting Services Agreement with Revenue & Cost Specialist, LLC for the preparation of an Overhead Cost Allocation Plan Study and Comprehensive Fee and Rate Study; and
6. Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney; and
7. Adopt Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2016-17 increasing the expenditure budget in the general fund in the amount of \$26,000, in compliance with City Charter §§1206 and 1209 pertaining to appropriations for actual expenditures.

DISCUSSION:

California local government agencies are permitted by law to recover up the full cost of providing user fee related services from those who receive the benefit of the particular service. Full cost is defined as including both the indirect cost (i.e. overhead) and the direct cost of the service. The objective of establishing a user fee is to recover the cost of the City of providing these voluntarily requested services.

The City hired Maximus in 2007 to conduct a Comprehensive Fee Study. The City went through a Request for Proposal process in 2011 and awarded a Professional Services Agreement to Willdan Financial Services (Willdan), a firm that specializes in conducting cost allocation plans (CAP) and fee studies for cities, to perform these services for the City in order to determine the full cost of each service where fees are assessed. The plan was completed in May of 2012 and the corresponding updated fee schedule was adopted. The completed CAP called for the City to annually adjust for cost of living increases to the rates based on the Consumer Price Index (CPI).

Staff has reviewed the current fee schedule to adjust the current rates to the recommended annual inflationary costs as determined by the Consumer Price Index (CPI) of 5.04% to account for inflationary costs as well as to bring them more in line with full cost recovery. The corresponding annual CPI rates and the calculated aggregate 2012 – 2016 years rates are listed below.

Consumer Price Index				
FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17	2012-2016
1.96%	1.99%	0.17%	0.84%	5.04%

Attachment "A" lists existing and proposed fees as well as all new fees that are being recommended. If approved, non-development fees will go into effect February 15, 2017 except for development fees which will be effective sixty (60) days from adoption. During that time, Staff will be using the City's website and the City's cable channel to advertise the new fee schedule.

Each year the City Administrator asks each department to look at the fees charged for services provided to insure that the City is covering costs or subsidizing services at a level acceptable to City Council. The City's cost recovery plan is over four years old. Due to many economic changes and inflation in the last few years an updated fee study is necessary to insure that we are not charging more for a fee than it costs us to provide a service. Accordingly, a fee study will also let the City Council know how much the City is subsidizing a fee or service.

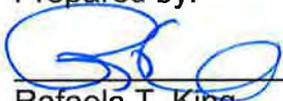
In December 2016 the City posted a Request for Proposal on the City's website as well as on the California Society of Municipal Finance Officers (CSMFO) website and distributed to various firms specializing in Cost Allocation Plans/Fee Studies. The following five (5) proposals were received:

Capital Accounting Partners, LLC	\$42,350
ClearSource Financial Consulting	\$27,900
Matrix Consulting Group	\$42,000
MGT of America, Inc.	\$52,930
Revenue & Cost Specialist, LLC	\$26,000

The City received five (5) proposals and of those proposals, three (3) were selected for final review.

Staff is recommending that Revenue & Cost Specialist, LLC be awarded the contract for Cost Allocation Plan and Fee Study. The key factors in the determination were the firm's location, the provided software which allows for City staff to update and the associated cost and software improvements provided at no additional cost. The CAP and Fee Study are expected to be completed in time for incorporation into the City's FY 2017-18 budget process.

Prepared by:



Rafaela T. King
Interim Financial Services Manager

Reviewed and approved:



Lawrence P. Schroeder
Interim Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Attachment A – List of all new and revised fees
2. Attachment B - Resolution (amending Fee Schedule)
3. Attachment C – Notice of Public Hearing, Published December 30, 2016
4. Attachment D - Request for Proposals
5. Attachment E - Copy of Revenue & Cost Specialist, LLC's proposal
6. Attachment F - Consulting Services Agreement
7. Attachment G – Resolution (amending budget)

Based on FY 2011/12 Budgeted numbers

2012-2016

Community Services	Current Fee (per hour)	Recommended Fee
Athletic Field Light Fees Schedule (per hour)		5.04%
Sportsfield Application Fee - Kraemer Middle School P1	\$11	\$11.55
Sportsfield Application Fee - Kraemer Middle School P13	\$11	\$11.55
Sportsfield Application Fee - Kraemer Middle School P17	\$15	\$15.76
Sportsfield Application Fee - Kraemer Middle School P2	\$11	\$11.55
Sportsfield Application Fee - Kraemer Middle School SB1	\$15	\$15.76
Sportsfield Application Fee - Kraemer Middle School SB2	\$15	\$15.76
Sportsfield Application Fee - Melrose Middle School SB1	\$15	\$15.76
Sportsfield Application Fee - PCSC Jenson	\$15	\$15.76
Sportsfield Application Fee - PCSC March	\$15	\$15.76
Sportsfield Application Fee - PCSC Munoz	\$15	\$15.76
Sportsfield Application Fee - PCSC Valadez	\$15	\$15.76
Sportsfield Application Fee - Tuffree Middle School P1	\$15	\$15.76
Sportsfield Application Fee - Tuffree Middle School P2	\$15	\$15.76
Sportsfield Application Fee - Tuffree Middle School P3	\$11	\$11.55
Sportsfield Application Fee - Tuffree Park P4	\$11	\$11.55
Sportsfield Application Fee - Tuffree Park SB1	\$15	\$15.76
Sportsfield Application Fee - Tuffree Park SB2	\$15	\$15.76
Sportsfield Application Fee - Tuffree Park Tennis Court 1	\$5	\$5.25
Sportsfield Application Fee - Tuffree Park Tennis Court 2	\$5	\$5.25
Sportsfield Application Fee - Valdez Middle School SB1	\$15	\$15.76
Athletic Field Rental Fees Schedule (per hour)		
Sportsfield Processing Fee - One time fee	\$75	\$78.78
Sportsfield Application Fee - Melrose Middle School SB1	\$6	\$6.30
Sportsfield Application Fee - Parke De Los Niño's SB1	\$3	\$3.15
Sportsfield Application Fee - PCSC Jenson	\$6	\$6.30
Sportsfield Application Fee - PCSC March	\$6	\$6.30
Sportsfield Application Fee - PCSC Munoz	\$6	\$6.30
Sportsfield Application Fee - PCSC Valadez	\$6	\$6.30
Sportsfield Application Fee - Tuffree Park P4	\$3	\$3.15
Sportsfield Application Fee - Tuffree Park SB1	\$6	\$6.30
Sportsfield Application Fee - Tuffree Park SB2	\$6	\$6.30
Sportsfield Application Fee - Tuffree Park Tennis Court 1	\$2	\$2.10
Sportsfield Application Fee - Tuffree Park Tennis Court 2	\$2	\$2.10
Sportsfield Application Fee - Valdez Middle School SB1	\$6	\$6.30
Facility Fee Schedule (based on 2 hour minimum)		
Set up Fee	\$50	
Refundable Security Fee (Damage Deposit)	\$150	\$157.56
Whitten Center Main Room (150 Max) - Fri-Sun	\$110	\$115.54
Whitten Center Main Room (150 Max) - Mon-Thurs	\$90	\$94.53
Whitten Center Room A or B (75 Max) - Fri-Sun	\$80	\$84.03
Whitten Center Room A or B (75 Max) - Mon-Thurs	\$70	\$73.53
Aguirre (60 Max). - Fri-Sun	\$80	\$84.03
Aguirre (60 Max). - Mon-Thurs	\$75	\$78.78
Backs Main Room (150 Max) - Fri-Sun	\$110	\$115.54
Backs Main Room (150 Max) - Mon-Thurs	\$90	\$94.53
Backs Room 6 (40 Max) - Fri-Sun	\$70	\$73.53
Backs Room 6 (40 Max) - Mon-Thurs	\$60	\$63.02
Backs Room 7 (60 Max) - Fri-Sun	\$80	\$84.03
Backs Room 7 (60 Max) - Mon-Thurs	\$70	\$73.53
Koch Building (30 Max) - Fri-Sun	\$70	\$73.53
Koch Building (30 Max) - Mon-Thurs	\$60	\$63.02
Oberle Gym (348 Max) - Mon-Sun	\$70	\$73.53
Tynes Gym (303 Max) - Mon-Sun	\$70	\$73.53
Whitten Kitchen (All USERS) - Flat Fee/Full Ktch.	\$100	\$105.04
Gomez Community Center (60 Max)	\$80	\$84.03
Edwin T. Powell Building (75 Max)	\$80	\$84.03
Daily Picnic Shelter Rental Rate - Resident	\$35	\$36.76
Daily Picnic Shelter Rental Rate - Non-Resident	\$60	\$63.02
Whitten Center Community Pool Rental	\$250	\$262.60
Gomez Center Community Pool Rental	\$250	\$262.60
Special Event Fees (for grass areas) per hour	\$45	\$47.27
Special Event Fees (for grass areas) Damage Deposit	\$300	\$315.11

Community Services		
	Current Fee (per hour)	Recommended Fee
Participant Registration Fee		
Jr. Tee Ball and Basketball	\$55	\$57.77
Jr. Soccer	\$55	\$57.77
Jr. Basketball	\$55	\$57.77
Jr. All Sorts of Sports	\$55	\$57.77
Pee-Wee All Sorts of Sports	\$60	\$63.02
Pee-Wee Basketball (Winter)	\$60	\$63.02
Pee-Wee Indoor Soccer	\$60	\$63.02
Pee-Wee Basketball and Tee Ball (Summer)	\$60	\$63.02
Teen Hoops League	\$85	\$89.28
Placentia Youth Basketball	\$85	\$89.28
Aquatics Day Class	\$55	\$57.77
Aquatics Night Class	\$40	\$42.02
Excursion (5 Hours)	\$26	\$27.15
Excursion (6 Hours)	\$27	\$28.57
Excursion (7 Hours)	\$29	\$30.04
Excursion (8 Hours)	\$30	\$31.51
Excursion (9 Hours)	\$30	\$31.51
Team Registration Fee		
Adult Futsal (Indoor Soccer)	\$200/team	\$210.08
Adult Basketball	\$300/team	\$315.11
Contract Classes - Instructor/City Percentages		
Classes held at City owned facilities	60% Inst/40% City	No Change
Classes held offsite/non-City owned facilities	65% Inst/35% City	No Change
Processing / Admin Fees		
Processing Fee Facility Rental	\$12	\$12.60
Administration Fee for Classes	\$5	\$5.25

RESOLUTION R-2017-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PLACENTIA, CALIFORNIA, INCREASING,
ESTABLISHING AND ADOPTING CERTAIN CITY FEES,
RATES AND CHARGES FOR VARIOUS CITY SERVICES.**

A. Recitals

WHEREAS, pursuant to the provisions of the California Constitution and the law of the State of California, the City of Placentia is authorized to adopt and implement fees, rates, and charges for municipal services; provided that such fees, rates, and charges do not exceed the estimated reasonable cost of providing such services; and

WHEREAS, pursuant to Government Code Sections 66014, 66017, and 66018, the specific fees to be charged for certain services must be adopted by resolution, following notice and public hearing; and

WHEREAS, notice of public hearing has been given pursuant to Government Code Section 6062a, oral and written presentations have been made and received, and the required public hearing has been held; and

WHEREAS, the City of Placentia desires to implement new fees, rates, and charges for various governmental services provided by the City of Placentia, as set forth herein; and

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

WHEREAS, the actions implemented through the adoption of this Resolution are statutorily exempt under the California Environmental Quality Act per Section 21080(b) (8) of the Public Resources Code.

B. Resolution

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

1. In all respects as set forth in the Recitals, Part A., above.

2. The fees, rates, and charges set forth in Exhibit A do not exceed the estimated reasonable cost of providing the service for which the fee, rate, or charge is levied.

3. The fees, rates, and charges set forth in Exhibit A are hereby adopted and approved as the fees, rates, and charges for the services identified for each such fee, rate, or charge.

4. The fees, rates, and charges set forth in Exhibit A shall become effective on June 1, 2012 except for development fees which shall be implemented 60 days following the adoption of this Resolution.

5. If any fee, rate, or charge adopted or increased by this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such fee, rate, or charge shall be deemed a separate, distinct, and independent provision of this Resolution, and such holding shall not affect the validity of the remaining fees, rates and charges adopted or revised herein. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one (1) or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

PASSED, ADOPTED AND APPROVED this 17th day of January, 2017.

CRAIG S. GREEN, MAYOR

Attest:

PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 17TH day of January, 2017 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN L. BETTENHAUSEN, CITY ATTORNEY

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Placentia will hold a public hearing in the Council Chambers of the Placentia City Hall, 401 East Chapman Avenue on **Tuesday, January 17, 2017 at 7:00 P.M.** to consider the following item:

ADJUSTMENT OF VARIOUS CITY FEES

The City Council will consider the adoption of a resolution amending and establishing various City fees. The proposed action includes the addition or increase of fees related to development, police services, public works, and community services.

The proposed fee changes and the data indicating the amount of cost, or estimated cost, required to provide the service for which the fee is levied and the revenue source anticipated to provide the service will be available to the public 10 days prior to the hearing date in the Office of the City Clerk, located at 401 East Chapman Avenue, Placentia, California.

ALL INTERESTED PERSONS are invited to attend this hearing and express opinions upon the items listed above.

ANY WRITTEN MATERIALS to be submitted to the City Council should be submitted to the City Clerk's Office at least twenty-four (24) hours prior to the hearing. **Ten (10) copies are requested.**

IF YOU CHALLENGE this proposal in court you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Council.

FURTHER INFORMATION on these items may be obtained at the Finance Department or by telephone: (714) 993-8237.

Patrick J. Melia
City Clerk

PUBLISHED: December 30, 2016
POSTED: December 15, 2016



CITY OF PLACENTIA

REQUEST FOR PROPOSALS

OVERHEAD COST ALLOCATION STUDY
AND COMPREHENSIVE FEE AND RATE
STUDY

PROPOSAL CLOSING DATE:
JANUARY 3, 2017
5:00 P.M.

INTRODUCTION

The City of Placentia ("City") is requesting proposals for an Overhead Cost Allocation Study and a Comprehensive Fee and Rate Study. There is a separate scope of work for each of the studies.

BACKGROUND

The City of Placentia is a full-service, charter city, governed by a Council – Administrator form of government and provides a full range of municipal services (see Table of Organization chart). The City employs approximately 122 full-time employees and 30 - 70 part-time employees, depending on the season. Placentia was incorporated in 1926 and has a population of about 52,263. Encompassing approximately 6.7 square miles, Placentia is situated 30 miles east of Los Angeles, in Orange County.

The total budget for the 2016-2017 Fiscal Year (FY) is almost \$48.9 million, the operations representing approximately \$43.1 million, with a capital budget of \$5.7 million. The General Fund's appropriations of \$32.7 million support the main operations of the City including public safety, public works, recreation, planning and building, finance, community services, and general administration. Special revenue funds include state and county subventions; Gas Tax, Measure M funds, AQMD fees, and public safety allocations from the State of California. Other special revenues include Parks and Recreation Development fees, Solid Waste fees, and Sewer Maintenance.

The Citywide User Fees the City is currently using was developed in 2012 by an outside agency. The City is interested in identifying common and usual fees for service that are currently not being assessed.

OBJECTIVE

The purpose of this project is to ensure that the City of Placentia is accurately accounting for the true cost of providing services within City operations and that fees for service reflect those costs. It is the City's goal to have a well documented and defensible cost of service plan that will identify rates that can be used to recover billable hourly costs for service and develop user fees that comply with Proposition 218.

SCOPE OF SERVICES REQUIRED – OVERHEAD COST ALLOCATION STUDY

Project tasks shall include, but are not necessarily limited to, the following. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.

- A. Work with selected City staff to define the purpose, uses, and goals for an overhead cost allocation plan, ensuring that the development of the plan will be both accurate and appropriate for the City's current needs.

- B. Develop an Overhead Cost Allocation Model for calculating the full costs of providing each City service. The requirements of the model shall allow for:
 - 1. The addition or removal of direct and overhead costs so that the overhead cost allocation plan can be developed from a simple plan to a progressively more inclusive plan.
 - 2. The ability to continuously update the model and overhead cost allocation plan from year-to-year as the organizational structure changes and the costs change.
 - 3. The addition of hypothetical service area information for future services enhancements, and the ability to calculate the estimated costs of providing the service under consideration.
- C. Work with the Finance Department in developing service provisions, cost categories, and allocation criteria for current and future programs.
- D. Draft Overhead Cost Allocation Plan and participate in the presentation to select City staff and City Council. Collect and document comments and concerns from staff and Council members.
- E. Prepare final plan and provide three (3) bound copies and one (1) unbound copy (or file copy in PDF format) to the City.

SCOPE OF SERVICES REQUIRED – COMPREHENSIVE USER FEE AND RATE STUDY

Project tasks shall include, but are not necessarily limited to the following. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.

- A. The consultant shall conduct a comprehensive review of the City's fee and rate structure with the goal of establishing a consistent and objective based fee and rate structure that meets the needs of the City and its citizenry.
- B. The consultant shall review all of the documentation supporting the current fee and rate structures for all departments and services.
- C. The consultant shall utilize the Overhead Cost Allocation Model, developed as part of this project, to calculate the costs of providing City services.
- D. The consultant shall prepare a draft Comprehensive User Fee and Rate Study and participate in its presentation to select City staff and City Council.

- E. The consultant shall prepare a final study and provide three (3) bound copies and one (1) unbound copy (or file copy in PDF format) to the City.

CITY'S RESPONSIBILITIES

The City staff will provide the consultant with all relevant information it has pertaining to the City and its operations including operating and capital budgets, the existing cost allocation plan and current fee Re solutions and related documents.

PROPOSAL FORMAT

Proposal should include the information requested below:

- Cover letter summarizing the proposal.
- Scope of work (a description of the work program including a description of deliverables and activities).
- Description of the Project Team. The names, title and qualifications (resumes) of the proposed project manager and support staff and subcontractors who will be conducting the work on this assignment, including their experience and projects in which they had "hands on" responsibility, and length of time with the firm. The project manager will be expected to be fully involved and conversant in the details of the project on a day-to-day basis. Describe the organization structure of staff members and sub-consultants (if any).
- Outline of the proposed work plan.
- The consultant shall present a specific "not to exceed" fixed fee including associated fees (i.e. printing costs, attendance at meetings, travel). A requested payment schedule should accompany the work schedule.
- A list of references for similar projects including names of contract persons and telephone numbers for your firm and for any subcontractors.

AVAILABLE BUDGET/CONTRACT

The City wishes to negotiate a fixed price contract with a "not to exceed" dollar total based on a clearly defined scope of work. It should be noted that the selected consultant will be required to carry both Worker's Compensation and General Liability Insurance in the amount to be determined by the City Attorney.

SELECTION PROCEDURE

The following is an outline of the selection procedure and a tentative time schedule:

- Proposal deadline January 3, 2017
- CFO and committee screens all proposals & determines finalist(s) January 4 & 5, 2017
- City interviews final candidates (if necessary) January 9 & 10, 2017
- Staff submits recommendation to City Administrator January 10, 2017
- City Administrator's recommendation to the City Council January 11, 2017
- City Council Meeting January 17, 2017
- Work begins January 23, 2017
- Completion of project April 24, 2017
- Presentation of final report to City Council May 2, 2017

SELECTION CRITERIA

Proposals will be evaluated based on the following criteria:

- Thoroughness and understanding of the tasks to be completed.
- Background and experience in organizational analysis evaluation.
- Firm's expertise and overall experience of personnel assigned to the work.
- Time required to accomplish the requested services.
- Responsiveness to requirements of the project.
- Public sector experience in a municipal setting, conducting similar studies.
- Cost

REVISION TO THE RFP

The City reserves the right to revise the Request for Proposals (RFP) prior to the date that proposals are due. Revisions to the RFP shall be faxed and/or e-mailed to all interested firms. In addition, the City reserves the right to extend the date by which the proposals are due.

DISCRETION AND LIABILITY WAIVER

The City reserves the right to exercise discretion and apply its judgment with respect to all proposals submitted.

The City reserves the right to reject all proposals, either in part or in its entirety, or to request and obtain, from one or more of the consulting firms submitting proposals, supplementary information as may be necessary for City staff to analyze the proposals.

The City may elect to award a contract for either one of the projects, or award projects in multiple phases, as is deemed to be in the City's best interest. Should the City award projects in phases, the City reserves the right to award the phases to the same firm.

The consultant, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. The City reserves the right to accept or reject any or all proposals, to waive any irregularity in a proposal, and to make an award as may best serve the interests of the City.

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP or to procure or contract for work.

All proposals submitted in response to this RFP become the property of the City and public records and, as such, may be subject to public review.

The City reserves the right to cancel, in part or in its entirety, this RFP including, but not limited to: selection procedures, submittal date, and submittal requirements. If the City cancels or revises the RFP, all interested firms will be notified using fax and/or e-mail.

INSURANCE REQUIREMENTS

The Consultant shall demonstrate the willingness and ability to provide the required insurance coverage as set forth below within ten (10) calendar days of notification of selection for award of this Agreement.

The selected firm(s) will be required to carry and provide certificates of insurance for general and automobile liability insurance as follows:

- General Liability: \$1,000,000 minimum per occurrence
- Automobile Liability \$1,000,000 minimum per occurrence
- Worker's Compensation Statutory Limits

The General Liability Insurance is to contain or be endorsed to name the City, its officers, officials, employees and agents as Additional Insured as it pertains to liability arising out of the activities performed in connection with this contract. The coverage shall be primary and shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful firm.

Worker's Compensation policies are to be endorsed to include a waiver of subrogation against the City, its officers, officials, employees and agents.

The successful consultant will be required to enter into a Service Agreement with the City. A draft agreement will be provided upon request.

DIRECTIONS FOR DELIVERY OF THE PROPOSAL

Proposals shall be clearly identified as: "Response to Request for Proposals for Overhead Cost Allocation, Comprehensive Fee and Development Impact Fee Study".

Three (3) copies of the proposal and one (1) unbound copy of the proposal in a "sealed" packaging shall be delivered no later than 5:00 PM on Tuesday, January 3, 2017 to:

City of Placentia
Chief Financial Officer
401 E. Chapman Avenue
Placentia, CA 92870

CONTACTS

All questions regarding this project should be directed to Rafaela King, Interim Financial Services Manager at 714-993-8228 or rking@placentia.org.

City of Placentia Request For Proposals
Overhead Cost Allocation, Comprehensive
Fee Study



Proposal for a
Cost Allocation & User Fee Study
for the City of Placentia



1519 East Chapman Avenue, Suite C
Fullerton, CA 92831
(714) 992-9020
www.revenuecost.com



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December 29, 2016

Chief Financial Officer
City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

RE: Request for Proposal – Cost Allocation & User Fee Study

Revenue & Cost Specialists, LLC (RCS) appreciates the opportunity to respond with this Proposal to perform a Cost Allocation and User Fee Study for the City of Placentia to allow the City to fairly identify and recover the appropriate costs for services. RCS has been providing fee and costing services since 1980, and it exclusively works with local government agencies

Specifically, the City wants to identify the full costs of all operational services that are either currently charged a fee or could be charged a fee. As part of the full costs of services, the City needs a Cost Allocation Plan which would fairly distribute the overhead costs to the end-user services provided to the public. As the result of this review, a master fee resolution will be developed that will accurately represent the costs of providing services.

To achieve these goals RCS will work with City staff in a collaborative way that minimizes the impact on City staff while still collecting accurate information that reflects the costs and services in Placentia. We will use our superior experience to efficiently gather information from staff during personal meetings with the appropriate staff. As former City staff ourselves, we understand that time is precious. We will also insure that City staff will be able to stand behind the information and recommendations in the Report.

RCS will then present the Report to the City Council so that the Council understands not only the results of the fees but also the implications for tax subsidy policy. This background on the differences between fees and taxes is crucial information for the Council as they make these financial decisions that affect the community.

The terms of this proposal will be honored until April 30, 2017.



Cost Allocation & User Fee Study for the City of Placentia

RCS looks forward to being of continued assistance to the City of Placentia and appreciates the opportunity to respond with this proposal. If there are any questions please contact Mr. Kermer at (714) 992-9023 or rick@revenuecost.com.

Sincerely,

A handwritten signature in blue ink that reads "Rick Kermer".

RICK KERMER
President



EXECUTIVE SUMMARY

The City wants to identify the full costs of all operational services that are either currently charged a fee or could be charged a fee. As part of the full costs of services, the City needs a full-cost Cost Allocation Plan which would fairly distribute the overhead costs to the end-user services provided to the public. In addition, the Cost Allocation Plan will provide detail on the amounts that the General Plan could recover from other funds that receive services from the General Fund. This would allow for fair and defensible transfers from these funds to the General Fund.

Based on the full cost information, RCS will review with staff a proposed fee structure that will recover these costs in the most equitable and efficient way possible. This may involve flat fees, deposits, valuation-based fees, step-increase fees, or a combination of these. But the eventual fee recommendations included in the final report and master fee resolution will be defensible, easy to understand, and be supported by City staff.

We will use our experience in other similar cities to efficiently construct the model that represents how operations are conducted in Placentia and quickly identify what those operations cost. This will be done through the use of **on-site meetings with staff**. It is these face to face meetings with the City staff who perform the work that insures that the data is accurate. We do not drop off forms and expect City staff to do our work for us.

We will use a series of focused meetings to review the time information that is generated. We have found that this method is preferable and generates better data than one big meeting to collect this data. This gives City staff time to digest and reflect on the information that is being generated. We also identify the total time of City staff for all services that they are involved in. **We will identify 100% of the staff time on 100% of the services that they provide.** This gives City staff a fuller perspective on their time allocations instead of merely looking at time allocations for individual services in a vacuum. These methods will insure that City staff feels confident about the data and, therefore, confident in supporting the results in public hearings.

The other key result of identifying 100% of City services is that we are identifying not only the cost of fee services, but also of community-supported services, such as police services, and street and park maintenance services. This allows us to have a real discussion with real numbers with the City Council about tax subsidy policy. Since we are identifying the full costs of fee services, we are also therefore identifying the current subsidy of general tax dollars for these services. Therefore we can show the City Council how much they are subsidizing fee services at the expense of community-supported services. Does the City want to continue to use precious tax dollars to support a zone change on a particular parcel that only benefits that particular property owner or use those tax dollars on things that can only be supported by tax dollars, like police and maintenance services? They will now have that information to be able to make that conscious choice.



Thus, the support of staff, changing the discussion to tax subsidy policy instead of fee increases, and the experience of RCS in successfully presenting the results of similar studies to City Councils insures that the Placentia City Council will be able to meet the objectives of the City.

SOFTWARE

RCS has developed a unique and sophisticated Windows-based stand-alone software package that is both user-friendly and comprehensive at the same time. The Governmental Business System is designed to be used in any organization and allows for the flexibility to easily make changes to your organization and your services. It includes easy-to-use interfaces and easy-to-understand reports, without the worry of incorrect formulas inherent in Excel-based systems. The system is based on an easily downloaded package. It is not a spreadsheet based format, but uniquely designed for municipal purposes in determining cost allocations and service costs.

This will allow the City to continuously update the Cost Allocation and User Fee Studies, as well as input hypothetical services to calculate the estimated costs of providing new services.

The software will be installed at the City with no licensing limitations at the completion of the Study.

Additionally, RCS commits as a firm to making our clients independent of consultants for updating the results of our reports. RCS has committed to its user group that any improvements in our software will be provided at no additional cost to our licensed users.

A demonstration of the software can be downloaded at www.costallocation.com.



SCOPE OF WORK/METHODOLOGY

WORK PLAN

The proposed Work Plan is described below for the Cost Allocation Plan and User Fee Study. The Work Plan for the various parts of the Study will be done concurrently as there are overlapping steps and the results of the Cost Allocation Plan are needed for the overhead component of the Fee Study.

As is detailed in the task list below, RCS uses only firm principals to perform the necessary meetings with the departments. All meetings will be on-site at the City. RCS does not leave forms with staff and expect them to be filled out. We use our experience to work with staff, which makes the process quicker and the results more accurate.

This process will allow the City to have well documented and defensible service costs which will be used to develop fees that will be in compliance with Propositions 4, 218, and 26.

Cost Allocation Plan

Task 1: Review Central Services and Allocate Staff Time

RCS will meet with City staff to review central services for indirect departments and allocate staff time and costs to those central services. City staff time would be approximately 1-2 hours per central service department in this process and would need to meet with RCS to establish the central service listing, quantify the department staff time involved in those central services, and review the results.

Task 2: Review Allocation Factors

RCS will meet with City staff to review the factors for allocating each central service identified. These factors will form the basis for allocating the central service costs. This meeting will be concurrent with the time allocation meeting. City staff involvement for data gathering is a function of the availability of the required information, but RCS will use its experience to develop allocation factors which are easily reproducible from year to year but still fairly allocate the central service costs.

Task 3: Review Results with Departments

RCS will calculate allocations to the functional centers and review the results with the managers of the various central service departments. City staff time for this process will be less than 1 hour per department to review the results of the allocations.



Task 4: Prepare Draft Cost Allocation Plan and Review with City Staff

RCS will make any changes and prepare a Draft Report with allocations to end user departments using our 20-step allocation model. RCS will review this Draft Report with the City's management group and make any necessary adjustments.

Task 5: Prepare Final Cost Allocation Plan

RCS will make any changes and prepare a Final Report with allocations to end user departments. It will be these results that will be used for the City general overhead component of the Fee Study and can also be used to determine the amounts for transfers to the General Fund for support provided to other funds. RCS will provide three bound copies and a PDF file of the Final Report. RCS will make a presentation to the City Council to assist in their understanding of the cost allocation process and its results.

User Fee Study

Task 1: Kick-off Meeting

RCS will conduct a meeting with City staff explaining the operational methodology of the study and the role of City staff. We will review any possible issues that may arise as well as answer any questions from City staff about the process. This meeting is crucial for the process as we want to insure that everyone understands the various steps in the process and what is expected of them.

Task 2: Review the Service List with Departmental Staff

RCS will review the service list through meetings with City staff. We will also work with Departmental staff to determine any changes to the fee calculation methods. For instance, for Building Permits we could determine that we want to continue to use valuation for new Building Plan Check and Inspection, or use a different method instead. The end result, whichever method is utilized, will be a fee structure that best fits the City of Placentia going forward. While this list will change during the course of the Study as it is refined, it will be the initial basis from where we start. City staff time for this review will be less than 1 hour per department.



Task 3: Staff Time Allocations

RCS will interview personnel providing end-user services to insure that costs from all functional areas directly involved with a service are included in the cost of that service. This component will form the bulk of the time spent by staff. There will be two to four meetings with supervisory level staff in each functional area to create and verify the amount of time spent by staff on the services identified in the task above. We do not ask City staff to do our job by filling out forms detailing where they spend their time. **This iterative process, and the fact that we allocate 100% of all departmental staff, allows everyone to insure that the information being generated is valid and reliable.** A sample Time Detail Report is included in the following pages.

Task 4: Develop Fully Allocated Hourly Rates

RCS will develop a fully allocated hourly rate for each departmental employee, including salaries and benefits, miscellaneous operating service and supply costs, overhead costs from the above Cost Allocation Plan, debt service, and other direct costs as identified, which can be used for all charging and costing processes. A Sample Hourly Rate Report is included in the following pages.

Task 5: Prepare Draft Report

RCS will prepare a Draft Report that identifies the total costs for each service, the current fees, and makes fee recommendations for each service presented. RCS will review this draft report with the departments, so that each department will have final input on the fees presented in the final report. City staff time would be approximately 1-2 hours per department for those departments that have fee services. A sample of the Service Summary and Cost Detail Reports that are provided for each service is included in the following pages.

Task 6: Prepare Final Report

Based on staff input, RCS will prepare a Final Report, which will have recommendations for new fees and subsidy percentages and projections of new revenues from those fees. The Report will also include explanatory text and various summary tables to easily explain the results and the context. All recommended fees will be in compliance with Propositions 4, 218, 26, and any other applicable laws. RCS will provide five bound copies, one unbound copy, and a PDF file of the Final Report, as well as an electronic copy of a Master Fee Resolution with the City's proposed fees included in it.

Task 7: Present Report to the City Council

RCS will assist the City Council in the review and adoption of revised service fees and



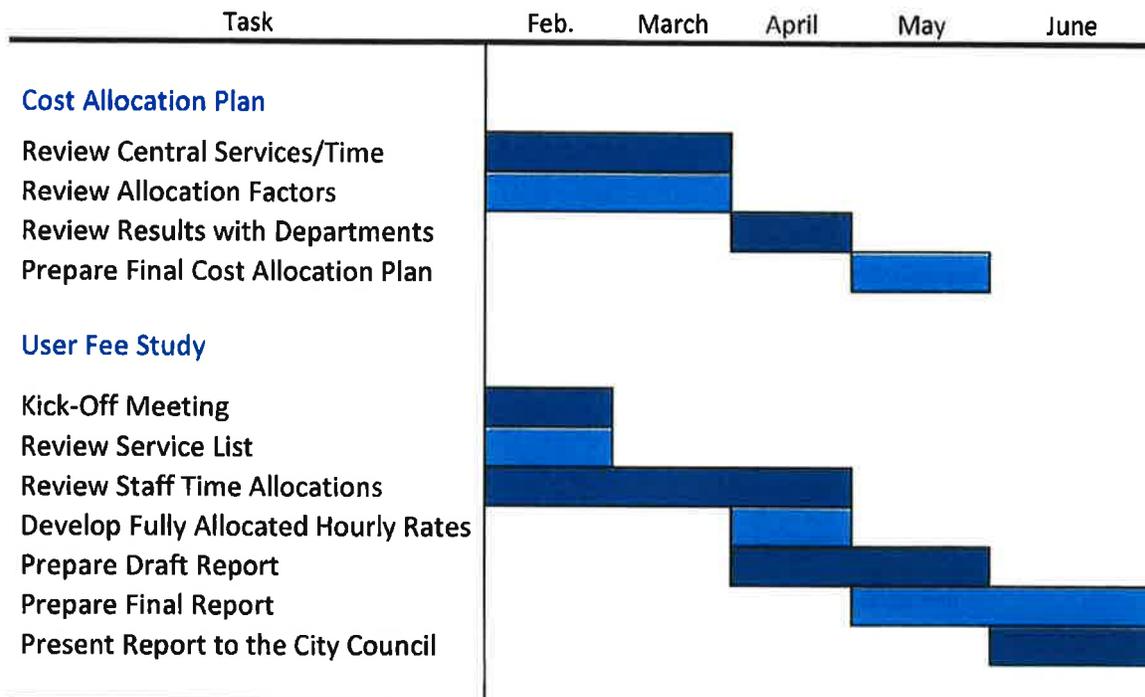
Cost Allocation & User Fee Study for the City of Placentia

subsidy percentages and assist the staff in the implementation of the revised service fees at up to two meetings.



PROJECT TIMELINE

Work would begin immediately on notification by the City and RCS proposes the following schedule of tasks over the course of the project to meet the City's needs. This schedule is tight and will require cooperation of staff. The 90 day timeline requested in the RFP is not recommended. It is important that we have the necessary time to insure that the data presented in the Report is accurate. 90 days does not provide for this.





SAMPLE FEE SERVICE SUMMARY WORKSHEET

**Demonstration Copy
REVENUE AND COST SUMMARY WORKSHEET**

SERVICE VARIANCE REVIEW		REFERENCE NO. S-021	
PRIMARY DEPARTMENT PLANNING	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE Review proposed variance from terms of zoning code and prepare staff report for the Planning Commission			
CURRENT FEE STRUCTURE Planning Commission Variance - \$1,630 per application Area Variance Committee - \$1,280 per application RV Permit - \$250 per application, plus \$250 if an area variance committee hearing is required Admin. Adjustment - \$965 per application			
REVENUE AND COST COMPARISON			
UNIT REVENUE:	\$1,067.50	TOTAL REVENUE:	\$6,405
UNIT COST:	\$1,269.50	TOTAL COST:	\$7,617
UNIT PROFIT (SUBSIDY):	\$(202.00)	TOTAL PROFIT (SUBSIDY):	\$(1,212)
TOTAL UNITS:	6	PCT. COST RECOVERY:	84.09%
SUGGESTED FEE FOR COST RECOVERY OF: 100% Planning Commission Variance - \$2,645 per application plus 30% of the application fee for each additional item after the first item subject to Variance Planning Commission Variance (SFR Owner-occupied) - \$1,325 RV Permit - \$465 per application, plus \$465 if an Administrative Adjustment is required Admin. Adjustment - \$620 per application plus 30% of the application fee for each additional item after the first item subject to Administrative Adjustment			

May 13, 2013



SAMPLE FEE SERVICE COST DETAIL WORKSHEET

Demonstration Copy
COST DETAIL WORKSHEET

SERVICE		REFERENCE NO				
VARIANCE REVIEW		S-021				
NOTE		TOTAL UNITS				
Unit Costs are an Average of Total Units		6				
DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
Engineering	CIVIL ENGINEER ASSOC	Plan Comm	1.00	\$148.35	2	\$297
Engineering	CIVIL ENG PRINCIPAL	Plan Comm	1.00	\$164.45	2	\$329
Com Dev Admin	COMM DEV DIRECTOR	Plan Comm	1.50	\$227.97	2	\$456
Planning	PLANNING MANAGER	Plan Comm	2.50	\$464.70	2	\$929
Planning	COMBO PLANNER	Plan Comm	11.50	\$1,388.78	2	\$2,734
Planning	ADMIN ASSISTANT	Plan Comm	4.00	\$274.84	2	\$550
TYPE SUBTOTAL			21.50	\$2,647.09		\$5,294
Com Dev Admin	COMM DEV DIRECTOR	RV Permit	0.50	\$75.99	1	\$76
Planning	PLANNING MANAGER	RV Permit	0.50	\$92.94	1	\$93
Planning	COMBO PLANNER	RV Permit	2.33	\$276.92	1	\$277
Planning	ADMIN ASSISTANT	RV Permit	0.25	\$17.18	1	\$17
TYPE SUBTOTAL			3.58	\$463.03		\$463
Engineering	CIVIL ENGINEER ASSOC	Admin Adjustment	0.17	\$25.22	3	\$76
Com Dev Admin	COMM DEV DIRECTOR	Admin Adjustment	0.25	\$38.00	3	\$114
Planning	PLANNING MANAGER	Admin Adjustment	1.00	\$185.88	3	\$558
Planning	COMBO PLANNER	Admin Adjustment	2.83	\$336.35	3	\$1,009
Planning	ADMIN ASSISTANT	Admin Adjustment	0.50	\$34.36	3	\$103
TYPE SUBTOTAL			4.75	\$619.81		\$1,059
TOTALS			29.83	\$1,269.50		\$7,817

May 13, 2013



SAMPLE FULLY ALLOCATED HOURLY RATE DETAIL REPORT

**Demonstration Copy
Fully Allocated Hourly Rate
Position Detail**

POSITION TITLE: COMBO PLANNER
POSITION CODE: COMBO
SUBORG UNIT: Planning
SUBORG UNIT CODE: 285-60000-61050
NO OF FTE'S: 6.000
POSITION STATUS: FT
FRINGE GROUP: 2

	<u>Total Avail-Wk-Hrs</u>	<u>% of Salary</u>	<u>Hourly Rate</u>
DIRECT COSTS:			
Avail. Work Hours/Salary	9,918		\$48.16
Fringe Benefits		35.18%	\$16.94
Maintenance & Operation Costs		8.33%	\$4.01
Building Occupancy Costs		0.00%	\$0.00
Debt Service Costs		0.00%	\$0.00
INDIRECT COSTS:			
Overhead Costs		103.28%	\$49.74
Fixed Asset Replacement Costs		0.00%	\$0.00
TOTAL - All Costs			<u>\$118.85</u>

May 13, 2013



SAMPLE POSITION TIME DETAIL REPORT

Demonstration Copy
Time Detail by Position

Position: A90 ACCOUNTING MANAGER

of Employees: 1.000

Memo:

SubOrg: 001-21000-21000 Finance Administration

Table with columns: UNIT TIME, UNITS, TIME, PERCENT. Rows include various accounting and support services like BUDGET PREP/COORDINATION, GENERAL ACCOUNTING, etc.

May 13, 2013



COMPANY DESCRIPTION AND EXPERIENCE

HISTORY OF REVENUE & COST SPECIALISTS

RCS was established in 1980 as Management Services Institute by two former City Managers and a Finance Director in the wake of the passage of Propositions 4 and 13. They had already been costing services in their respective cities but now saw that more and more cities would need this information. These early studies would provide the template for costing work done throughout the state.

Management Services Institute changed its name to Revenue & Cost Specialists in 1996 so as to have a name that better reflects what we do. RCS has continued that same tradition of helping public agencies identify their service costs, either directly through a study or indirectly by providing software.

EXPERIENCE IN PROVIDING SIMILAR SERVICES

We have performed costing and fee services for over 200 local agencies in five states. Below is a list of **recent cities** that are similar to the City of Placentia where we have also performed costing services.

City of Atascadero – Cost Allocation Plan and Comprehensive Fee Study: RCS developed a Cost Allocation Plan and Comprehensive Fee Study for the City most recently in 2013-14. The fee recommendations were recently approved by the City Council. RCS has been providing these services for the City since 2001.

City of Corona – Cost Allocation Plan and Comprehensive Fee Study: RCS developed a Cost Allocation Plan and Comprehensive Fee Study for the City most recently in 2013. RCS has been providing these services for the City since 1990.

City of Lancaster – Cost Allocation Plan and Comprehensive Fee Study: RCS developed a Cost Allocation Plan and Comprehensive Fee Study for the City in 2006, 2009, and 2014. RCS has also updated the Cost Allocation Plan in 2010, 2011, 2012, and is in the process of updating the Cost Allocation Plan for 2016.

City of Hermosa Beach – Cost Allocation Plan and Comprehensive Fee Study: RCS developed a Cost Allocation Plan and Comprehensive Fee Study in 2006. The fee recommendations were approved by the City Council. RCS is currently in the process of updating the Fees and Cost Allocation Plan for 2016.



Cost Allocation & User Fee Study for the City of Placentia

City of Santa Clarita – Cost Allocation Plan and Comprehensive Fee Study: RCS developed a Cost Allocation Plan and Comprehensive Fee Study for the City most recently in 2014 and has also updated the Cost Allocation Plan in 2011, 2012, and 2013, 2014, and 2015. RCS has been providing these services for the City since 1995.

City of Westminster – Comprehensive Fee Study: RCS developed a Comprehensive Fee Study in 2013. The fee recommendations were recently approved by the City Council. RCS has been providing services to the City since 1991.



CAPABILITIES OF STAFF & QUALIFICATIONS

The principals of RCS have a long and respected history of performing our studies in a professional and expedient manner. We do not send out junior staff to perform these vital services to our clients.

Mr. Kermer has been providing costing services for almost 37 years and Mr. Johnson has been providing these same services for more than 26 years. There is no other company that has this level of experience that will be provided directly to you.

We have provided these services to a wide array of public agencies, from the smallest special district to larger and more complex cities and counties. By using only principals with unparalleled experience in the operations of municipal agencies, we are able to set up and conduct meetings that will be productive. This efficient use of resources means that we are able to provide these services using less hours than less experienced consultants. This allows us to complete projects with more accurate information in a more timely fashion.

Mr. Kermer will be conducting the interviews with staff as well as the presentations to the City Council, with Mr. Johnson providing assistance as needed. Therefore we do not need to rely on producing Status Memoranda; we will actually be at City Hall to tell you in person how the project is going.

A check of the references included in this proposal will confirm that Mr. Kermer and Mr. Johnson have the experience to not only produce a Cost Allocation Plan and Fee Study Report that City staff can support, but also a Report that the City Council can easily understand and adopt.

The resumes for Mr. Kermer and Mr. Johnson are included on the following pages as well as the Appendix at the end of this proposal. For a full list of the clients for each please go to our webpage at www.revenuecost.com. They are too numerous to list here.



EXPERIENCE AND QUALIFICATIONS

Albert Richard (“Rick”) Kermer, Jr.

President

EDUCATION **Municipal Experience**

Bachelor of Arts in Economics - University of Chicago

City of Buena Park - Director of Finance/City Treasurer (1976-1979)

Master of Business Administration in Accounting and Math Methods/Computers - University of Chicago

City of Lynwood - Fiscal Officer (1975-1976)

Lance, Soll & Lunghard, CPAs - Senior Auditor (1971-1975)

Related Experience

PROFESSIONAL CERTIFICATION

Certified Public Accountant, State of California (Retired)

City of Carlsbad – Cost Allocation Plan and Fee for Services Update:

Mr. Kermer just completed the fifth project for the City. The first project was done totally by Mr. Kermer & Mr. Johnson. The latest was performed by City staff with RCS training and review.

AFFILIATIONS

California Society of Municipal Finance Officers

City of Fountain Valley – Cost Allocation Plan and Fee for Services Update:

Mr. Kermer has been providing services to the City since 2005. The latest project is an update for just the Planning Department which will be going to Council in June.

Government Finance Officers Association

PUBLICATIONS

Co-Author of “Cost Accounting for California Cities,” League of California Cities, 1981 Sacramento, CA

City of Highland – Comprehensive Fee for Services:

Mr. Kermer has been working with the City since its incorporation in 1987 to keep its fees current with its costs.

47 Years of Professional Experience

City of Mission Viejo – Cost Allocation Plan & Comprehensive Fee Study:

Mr. Kermer developed a Cost Allocation Plan and Comprehensive Fee Study for the City in 2011. The fee recommendations were approved by the City Council.

Full Client List available at www.revenuecost.com



Eric S. Johnson

Vice President

EDUCATION **Municipal Experience**

Bachelor of Arts in
Political Science -
University of Redlands

City of Redlands – Redevelopment Intern (1987-1989)

Related Experience

AFFILIATIONS

California Society of
Municipal Finance
Officers

City of Corona – Cost Allocation Plan and Comprehensive Fee Study:

Mr. Johnson developed a Cost Allocation Plan and Comprehensive Fee Study for the City most recently in 2013. He has been providing these services for the City since 1990.

Government Finance
Officers Association

City of Lancaster – Cost Allocation Plan and Comprehensive Fee Study:

Mr. Johnson developed a Cost Allocation Plan and Comprehensive Fee Study for the City most recently in 2006, 2009, and 2014. He has also updated the Cost Allocation Plan in 2010, 2011, 2012.

26 Years of Professional
Experience

Full Client List available at
www.revenuecost.com

City of San Marino – Cost Allocation Plan and Comprehensive Fee Study:

Mr. Johnson developed a Cost Allocation Plan and Comprehensive Fee Study in 2012-13. The fee recommendations were recently approved by the City Council.

City of Menifee – Cost Allocation Plan and Comprehensive Fee Study:

Mr. Johnson developed a Cost Allocation Plan and Comprehensive Fee Study in 2012. The fee recommendations were recently approved by the City Council.

City of Los Altos – Cost Allocation Plan and Comprehensive Fee Study:

Mr. Johnson developed a Cost Allocation Plan and Comprehensive Fee Study in 2012. The fee recommendations were recently approved by the City Council.

City of Santa Clarita – Cost Allocation Plan and Comprehensive Fee Study:

Mr. Johnson developed a Cost Allocation Plan and Comprehensive Fee Study for the City most recently in 2014 and has also updated the Cost Allocation Plan in 2011, 2012, 2013, and 2014. He has been providing these services for the City since 1995.



PROJECT BUDGET

Revenue & Cost Specialists proposes the following options shown below. **If the City were to choose both the Cost Allocation Plan and the User Fee Study there would be efficiencies which would be passed on to the City as a lower total price.**

Task	Milestones/Deliverables	Total Cost
Cost Allocation Plan		
Review Central Services/Time	List of Central Services	\$750
Develop Allocation Factors	Index of Allocation Factors	\$1,250
Review Results with Departments	Review of Initial Results	\$2,750
Prepare Draft Cost Allocation Plan	Review of Draft Allocations	\$2,000
Prepare Final Cost Allocation Plan	Final Report	\$1,250
	Cost Allocation Plan Only	\$8,000
User Fee Study		
Kick-Off Meeting	Informational Meeting	\$1,500
Develop Service List	Preliminary Service List	\$1,500
Develop Staff Time Allocations	Time Detail Reports	\$9,000
Develop Fully Allocated Hourly Rates	Fully Allocated Hourly Rate Reports	\$2,000
Prepare Draft Report	Draft Fee Study Report	\$3,500
Prepare Final Report	Final Report	\$2,500
Present Report to the City Council	Council Presentation	\$2,000
	User Fee Study Only	\$22,000
	Both CAP & Fee Study	\$26,000

The current RCS billing rate is \$195 per hour.



Cost Allocation & User Fee Study for the City of Placentia

The above fees cover all costs except for the following additional costs which the City may incur:

- any business license tax imposed on RCS which is not waived by the City,
- insurance coverage beyond our basic general liability and workers compensation requiring an additional premium¹,
- sales or use tax or any other tax imposed on RCS services, and
- report reproduction beyond identified number of copies of the final Reports.
- City Council meeting attendance beyond the two identified meetings in this proposal.

RCS will submit four equal invoices plus any miscellaneous costs from the previous paragraph. The first invoice will be submitted ten days after notice to proceed. Each invoice will be due within 30 days of submission.

¹RCS standard coverage includes workers compensation pursuant to state law, comprehensive liability insurance with a combined single limit coverage of \$2,000,000 and professional liability insurance with a combined coverage of \$2,000,000.



REFERENCES

Revenue & Cost Specialists has recently completed similar projects for the following public agencies and would request you to contact them for references:

<u>Jurisdiction</u>	<u>Contact</u>	<u>Title</u>
City of Highland 909/864-6861 x224	Chuck Dantuono cdantuono@cityofhighland.org	Director of Adm.Svcs.
City of Fountain Valley 714/593-4418	David Cain david.cain@fountainvalley.org	Finance Director
City of Carpinteria 805/755-4448	John Thornberry johnt@ci.carpinteria.ca.us	Admin.Svcs.Director
City of Fullerton 714/738-6522	Julia James JuliaJ@ci.fullerton.ca.us	Admin Svcs Director
City of San Bernardino Water 909/384-3184	Terri Willoughby terri.willoughby@sbmwd.org	Finance Director
City of Santa Clarita 661/255-4997	Carmen Magana cmagana@santa-clarita.com	Admin Svcs Director

Appendix

Resumes of Proposed Staff

ERIC S. JOHNSON

EDUCATION

Bachelor of Arts - University of Redlands, Redlands, California

PROFESSIONAL EXPERIENCE

Revenue & Cost Specialists/Management Services Institute - Partner

(January 1990 - Present) Provide general financial management assistance to municipalities, counties, and special districts.

Unit Distribution - Customer Service Representative

(July 1989 - January 1990) Administered a distribution account for client and acted as a liaison between client and their customers.

City of Redlands Redevelopment Agency - Redevelopment Intern

(November 1987 - May 1989) Researched issues related to Redevelopment for the Director. Audited the Agency budget. Researched and reported on the Agency's 20% "set-aside" responsibilities for Low & Moderate Income Housing.

CLIENTS SERVED

COST OF SERVICE FEE STUDIES

City of Arcadia
City of Atascadero
City of Azusa
City of Banning
City of Barstow
City of Beverly Hills
City of Carlsbad
City of Carmel-by-the-Sea
Carpinteria-Summerland Fire District
City of Corona
Contra Costa County
City of Desert Hot Springs
City of Dublin, Ohio
City of El Segundo
City of Elk Grove
City of Eureka
City of Folsom
City of Glendale
City of Glendora
City of Hermosa Beach
City of Highland
City of Huntington Beach
Imperial County
City of La Canada-Flintridge
City of Lakewood
City of La Mirada
City of Lancaster
City of La Puente
City of Lincoln
City of Lindsay
City of Loma Linda
City of Long Beach Marine Bureau
City of Los Altos
Town of Mammoth Lakes
City of Manhattan Beach
City of Marina
City of Menifee
City of Milpitas
City of Monterey
City of Morgan Hill
City of Morro Bay
City of Needles
City of Oakdale
Orange County Fire Authority

COST OF SERVICE FEE STUDIES

City of Oroville
City of Oxnard
City of Palm Springs
City of Peoria, Arizona
City of Pico Rivera
City of Pismo Beach
City of Redlands
City of Rialto
City of San Clemente
City of San Gabriel
City of San Marino
City of Santa Clarita
City of Santa Paula
City of Seaside
City of Simi Valley
City of Solana Beach
City of South Lake Tahoe
City of South Pasadena
City of Stockton
City of Thousand Oaks
City of Tracy
Town of Truckee
Ventura County Fire District
City of West Covina
City of West Jordan, Utah
City of Westminster
City of Yuba City

COST ALLOCATION PLANS

City of Arcadia
City of Atascadero
City of Azusa
City of Barstow
City of Beverly Hills
City of Carlsbad
Coachella Valley Assoc of
Governments
County of Cobb, GA
City of Concord
City of Corona
City of Desert Hot Springs
City of El Segundo
City of Elk Grove

COST ALLOCATION PLANS

City of Folsom
City of Glendora
City of Hermosa Beach
City of La Canada-Flintridge
City of Lakewood
City of La Mirada
City of Lancaster
City of La Puente
City of Lathrop
City of Lincoln
City of Los Altos
City of Lynwood
City of Manhattan Beach
City of Menifee
City of Marina
City of Needles
City of Oakdale
City of Oroville
City of Oxnard
City of Palmdale
City of Pasadena
City of Peoria, Arizona
City of Pico Rivera
City of Pismo Beach
Placer County Water Agency
Riverside County Transportation
Comm.
San Bernardino Assoc.
Governments
County of San Bernardino Special
Dist.
City of San Gabriel
City of San Marino
City of Santa Clarita
City of Santa Monica
City of Santa Paula
City of Seaside
City of Solana Beach
City of South Pasadena
City of Suisun City
City of Thousand Oaks
City of Tracy
County of Tulare
City of Westminster

ALBERT RICHARD ("RICK") KERMER, JR.

EDUCATION

Bachelor of Arts - University of Chicago-Economics

Master of Business Administration - University of Chicago-Accounting and Math Methods/Computers

PROFESSIONAL CERTIFICATION

Certified Public Accountant-Retired, State of California

PROFESSIONAL EXPERIENCE

Revenue & Cost Specialists/Management Services Institute - President

(1979-Present) Chief Executive Officer of a diversified management services company.

City of Buena Park-Director of Finance/City Treasurer

(1976-1979) Managed a department responsible for administering the budget and general accounting plus water billing, treasury management, business licensing and data processing of a full-service city. Developed and implemented an integrated on-line financial and program budgeting system. Prepared City's first Annual Financial Report for FY 1978-79 which received a CSMFO Meritorious Award.

Municipal Finance Consultant, Lecturer and Author

(1976-Present) Performed accounting and financial assistance to numerous municipal governments. Assisted redevelopment agencies, housing authorities, and other specialized districts. Provided contractual accounting services to cities including service as Acting Controller of Compton.

Lecturer on governmental accounting, budgeting, cost accounting and risk management at the University of Southern California. Speaker at several League of California Cities meetings on risk management and cost accounting. Co-author of several articles on risk management published by the Municipal Finance Officers Association and Western Cities magazine. Co-author of the League of California Cities publication, Cost Accounting for California Cities.

City of Lynwood-Fiscal Officer

(1975-1976) Created Finance Department. Established centralized purchasing and review of accounts payable. Administered risk management program. Organized utility billing system for accounting control and follow-up on delinquents.

Lance, Soll & Lunghard, CPAs-Senior Auditor

(1971-1975) Audited the Cities of Bell, California City, Claremont, Costa Mesa, Duarte, Torrance, Lynwood, Montclair, Oxnard, Rialto, San Dimas and Whittier. Recommended warrant processing and receipting procedures. Reviewed internal control and recommended changes to strengthen same. Prepared annual financial reports and monitored adherence to generally accepted accounting procedures.

Publications:

Co-Author of Cost Accounting for California Cities, League of California Cities, 1981 Sacramento, CA

ALBERT RICHARD ("RICK") KERMER, JR.- (continued)
CLIENTS SERVED

SERVICE COST STUDIES

City of Alhambra
City of Banning
City of Big Bear Lake
City of Brea
City of Carlsbad
City of Carpinteria
City of Ceres
City of Chino
City of Claremont
City of Coachella
County of Contra Costa
City of Corona
City of Cudahy
City of Dinuba
City of Dublin, Ohio
City of Folsom
City of Fontana
City of Foster City
City of Fountain Valley
City of Fullerton
City of Goodyear, Arizona
City of Hemet
City of Highland
City of Huntington Beach
County of Imperial
City of La Mirada
City of La Palma
City of Lake Forest
City of Lemoore
City of Lindsay
City of Los Altos
City of Lynwood
City of Mammoth Lakes
City of Marina
City of Merced
City of Milpitas
City of Monrovia
City of Monterey
City of Moreno Valley
City of Morgan Hill
City of Norwalk
City of Oakdale
City of Oceanside
Oceanside Harbor District
City of Palmdale
City of Palm Desert
City of Pasadena
City of Pittsburg
City of Pomona
City of Port Hueneme
City of Rancho Cucamonga
City of Rancho Palos Verdes
City of Red Bluff
City of Redlands
City of Rialto
City of Richmond
City of Riverside
City of Rocklin
City of Salinas
City of San Clemente
City of San Juan Capistrano
City of San Rafael
City of Sanger
City of Santa Clarita
City of Scotts Valley
City of Seal Beach
City of Selma
City of Sierra Madre
City of Solana Beach

SERVICE COST STUDIES (cont.)

City of South Gate
City of South Lake Tahoe
City of Springville, Utah
City of Thousand Oaks
City of Tulare
City of Turlock
City of Upland
City of Villa Park
City of Vista
City of Westminster
City of West Jordan, Utah

COST ALLOCATION PLAN

City of Alhambra
City of Buena Park
City of Carlsbad
City of El Cajon
City of Lynwood
City of Rialto
City of San Rafael
City of Solana Beach
City of Thousand Oaks
Orange County Vector Control District

CASH MANAGEMENT

City of Buena Park
City of Commerce
City of Compton
La Mirada Civic Theater
City of Palmdale

ACCOUNTING PROCEDURES

City of Buena Park
Commerce Redevelopment City
City of Compton
City of La Habra
City of La Palma
City of Morgan Hill
City of Palmdale
South Gate Housing Authority

DATA PROCESSING

City of La Palma
Ontario-Montclair School District
City of Palmdale
City of San Clemente
City of South Gate
City of Villa Park

ORGANIZATIONAL AND MANAGEMENT

City of La Mirada
Ontario-Montclair School District
City of South Gate
City of Vista

UTILITY RATE STUDIES

City of Brea
City of Chino
City of El Segundo

LONG RANGE FINANCIAL PLAN

City of Chino
City of Cudahy
City of Lake Elsinore
City of South Gate
City of Hesperia
City of Turlock



1519 East Chapman Avenue, Suite C

Fullerton, CA 92831

(714) 992-9020

www.revenuecost.com

**CITY OF PLACENTIA
CONSULTING SERVICES AGREEMENT**

This Agreement is made and entered into this 17th day of January, 2017, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter "CITY") and Revenue & Cost Specialists, LLC [*a limited liability corporation*] (hereinafter "CONSULTANT").

A. Recitals.

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to the preparation of Overhead Cost Allocation Plan Study and Comprehensive Fee and Rate Study ("Project" hereinafter), a full, true and correct copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof.

(ii) CONSULTANT has now submitted its proposal for the performance of such services, a full, true and correct copy of said proposal is attached hereto as Exhibit "B" and by this reference made a part hereof.

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY with regard to the Project.

(iv) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein it is agreed by and between CITY and CONSULTANT as follows:

B. Agreement.

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) Administrator: The City Administrator of CITY or his or her designee.

(b) Scope of Services: The provision of Overhead Cost Allocation Plan and Comprehensive Fee and Rate Study services, Scope of Services attached to this Agreement as Exhibit "A" and incorporated herein by reference (the "services"), which includes the agreed upon schedule of performance and the schedule of fees. Consultant warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Scope of Services and the terms set forth in this Agreement, the terms set forth in this Agreement shall govern.

2. Time of Completion: (a) The time for completion of the services is an essential condition of this Agreement. CONSULTANT shall prosecute regularly and diligently the Work in accordance with the agreed-upon schedule of performance set forth in Exhibit "A." CONSULTANT shall not be accountable for delays in the progress of its work caused by any condition beyond CONSULTANT's control and without the fault or negligence of CONSULTANT. Delays shall not entitle CONSULTANT to any additional compensation regardless of the party responsible for the delay.

(b) CONSULTANT shall supply copies of all requisite maps, surveys, reports, plans, models, computer files, and documents (hereinafter collectively referred to as "Documents") including all supplemental technical documents, as described in Exhibit "A" to CITY within the time specified herein. Copies of the Documents shall be in such numbers as are required by Exhibit "A."

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. Payment for Services: (a) CITY shall pay CONSULTANT a maximum sum of \$26,000 for the performance of the services. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with Exhibit "A" either with respect to hourly rates or lump sum amounts for individual tasks. In no event, however, will said invoices exceed 95% of individual task totals described in Exhibit "A."

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final Documents, together with all supplemental technical documents, as described herein, and the Work is completed, acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final Documents and acceptance thereof by CITY.

(d) Additional services: Payment for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Exhibit "A" shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "A." Any such additional services must be approved, in advance, in writing, by

the Administrator. Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

4. CITY Assistance to CONSULTANT: CITY agrees to provide to CONSULTANT:

- (a) Information and assistance as set forth in Exhibit "A" hereto.
- (b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Work.
- (c) Such information as is generally available from CITY files applicable to the Work.
- (d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. Records and Documents: (a) CONSULTANT shall maintain complete and accurate records with respect to time, sales, costs, expenses, receipts and other such information required by CITY that relate to the performance of services under this Agreement. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible to the Administrator. CONSULTANT shall provide free access to the Administrator at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts therefrom as necessary; and shall allow the inspection of all work, data, documents, proceedings, payroll documents, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original Documents notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to CITY, at the CONSULTANT'S office and upon reasonable written request by CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

6. Suspension or Termination: (a) CITY may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, CONSULTANT shall immediately cease all work under this Agreement,

unless the notice provides otherwise. If CITY suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to CITY. Upon termination of the Agreement pursuant to this Section, CONSULTANT will submit an invoice to CITY pursuant to Section 3 and shall provide to CITY any and all Documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. Default of CONSULTANT: (a) CONSULTANT's failure to comply with the provisions of this Agreement shall constitute a default. In the event CONSULTANT is in default for cause under the terms of this Agreement, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and CITY may terminate this Agreement immediately by written notice to CONSULTANT. If such failure by CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond CONSULTANT's control, and without fault or negligence of CONSULTANT, the same shall not be considered a default.

(b) If the Administrator CONSULTANT is in default in the performance of any of the terms or conditions of this Agreement, the Administrator shall cause to be served upon CONSULTANT written notice of default. CONSULTANT shall have ten (10) calendar days after service of said notice in which to cure the default by rendering satisfactory performance. In the event that CONSULTANT fails to cure its default within such period of time, CITY shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this Section 8. The below-named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

To City:	City of Placentia 401 E. Chapman Ave. Placentia, California 92870-6101 Attention: City Administrator
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To Consultant:	Revenue & Cost Specialists, LLC 1519 East Chapman Avenue, Suite C Fullerton, CA 92831 Attention: Rick Kermer
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Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

9. Insurance: (a) CONSULTANT shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. CONSULTANT shall take out and maintain at all time during the term of this Agreement policies of insurance as required by Exhibit "B," attached hereto and by this reference herein incorporated.

(b) Minimum insurance limits shall be as specified in Exhibit "A."

(c) In addition to the requirements of Exhibit "B," and prior to commencing work on the Work, CONSULTANT shall furnish to CITY a certificate of insurance as proof that it has taken out full workers' compensation insurance for all persons whom CONSULTANT may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California.

(d) In accordance with the provisions of California Labor Code § 3700, every employer shall secure the payment of compensation to his employees. CONSULTANT prior to commencing work, shall sign and file with CITY a certification as follows:

"I am aware of the provisions of § 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

(e) CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of CITY to inform CONSULTANT of non-compliance with any insurance requirement in no way imposes any additional obligations on CITY nor does it waive any rights hereunder in this or any other regard.

(f) CONSULTANT may effect for its own account insurance not required under this Agreement.

10. Indemnification: CONSULTANT shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents and employees ("Indemnitees"), from all liability from loss, damage or injury to persons or property, including the payment by CONSULTANT of any and all legal costs and attorneys' fees, in any manner arising out of the acts and/or omissions of CONSULTANT pursuant to

this Agreement, including, but not limited to, all consequential damages, to the maximum extent permitted by law. In furtherance thereof, CONSULTANT agrees as follows:

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for CONSULTANT's services, to the fullest extent permitted by law, CONSULTANT shall defend, indemnify, protect and hold harmless the Indemnitees from and against any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, including but not limited to the extent same are caused or contributed to in whole or in part whether actual or threatened which relate to or arise out of any act, omission; occurrence, condition, event, transaction, or thing which was done, occurred, or omitted to be done ("Claims"), by CONSULTANT, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, CONSULTANT shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit "A" without the written consent of CONSULTANT.

(b) Indemnification for Other Than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, CONSULTANT shall further indemnify, protect, defend and hold harmless the Indemnitees from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

(c) General Indemnification Provisions. CONSULTANT agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the Indemnitees from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, such failure shall be deemed a material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire Section 10. CITY shall have no obligation to ensure compliance with this Section by CONSULTANT and failure to do so will in no way act as a waiver. This obligation to indemnify and defend is binding on the successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this Section.

(d) Obligation to Defend. It shall be the sole responsibility and duty of CONSULTANT to fully pay for and indemnify the Indemnitees for the costs of defense, including but not limited to attorney's fees and costs, for all Claims against CITY and the

Indemnitees, whether covered or uncovered by CONSULTANT's insurance, against the City and/or the Indemnitees which arise out of any type of omission or error, negligent or wrongful act, of CONSULTANT, its officers, agents, employees, or subcontractors. CITY shall have the right to select defense counsel.

11. Assignment: Because of the specialized nature of the services to be rendered pursuant to this Agreement, only _____ shall perform the services described in this Agreement. _____ may use assistants, under direct supervision, to perform some of the services under this Agreement. CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of _____ from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, CITY shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and CONSULTANT.

12. Licenses/Certifications: At all times during the term of this Agreement, CONSULTANT shall keep and maintain, in full force and effect, all licenses or certifications required of CONSULTANT by law for the performance of the services described in this Agreement.

13. Legal Responsibilities: (a) Legal Requirements. CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. CONSULTANT shall at all times observe and comply with all such laws and regulations. Neither CITY, nor its elected or appointed officers, employees or agents shall be liable at law or in equity occasioned by failure of CONSULTANT to comply with this Section.

(b) Non-liability of City Officers and Employees. No elected or appointed officer, official, employee or agent of CITY shall be personally liable to CONSULTANT, or any successor-in-interest, in the event of any default or breach by CITY or for any amount which may become due to CONSULTANT or to its successor, or for breach of any obligation of the terms of this Agreement.

(c) Undue Influence. CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any elected or appointed officer, official, employee or agent of CITY in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No elected or appointed officer, official, employee or agent of CITY will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CITY to any and all remedies at law or in equity.

(d) No Benefit to Employees. No elected or appointed officer, official, employee or agent of CITY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Work during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Work performed under this Agreement.

(e) Nondiscrimination. In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. CONSULTANT shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

14. Patent/Copyright: (a) To the fullest extent permissible under law, and in lieu of any other warranty by CITY or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against CITY on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given authority, information and assistance at CONSULTANT'S expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of CONSULTANT. However, CONSULTANT will not indemnify CITY if the suit or claim results from: (1) CITY's alteration of a deliverable, such that CITY's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONSULTANT when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

(b) CONSULTANT shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof and CONSULTANT shall not be obligated to indemnify CITY under any settlement made without CONSULTANT's consent or in the event CITY fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at CONSULTANT's expense. If the use or sale of such item is enjoined as a result of the suit or claim, CONSULTANT, at no expense to CITY, shall obtain for CITY the right to use and sell the item, or shall substitute an equivalent item acceptable to CITY and extend this patent and copyright indemnity thereto.

15. Release of Information/Conflict of Interest: (a) All information gained by CONSULTANT in performance of this Agreement shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not, without written authorization from the Administrator or unless requested by CITY's City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any work or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(b) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any work or property located within the CITY. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

16. Damages: In the event CONSULTANT fails to submit to CITY the completed Work, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of three hundred dollars (\$300) per day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

17. Independent Contractor: The Parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

18. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

19. Attorney's Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding

shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

20. Authority to Execute: The person or persons executing this Agreement on behalf of CONSULTANT warrant(s) and represent(s) that he/she has the authority to execute this Agreement on behalf of CONSULTANT and has the authority to bind CONSULTANT to the performance of CONSULTANT's obligations hereunder.

21. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

CONSULTANT

CITY

Damien R. Arrula, City Administrator

ATTEST:

Patrick J. Melia, City Clerk

Approved as to form:

Christian Bettenhausen, City Attorney

RESOLUTION NO. R-2017-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2016-17 INCREASING THE EXPENDITURE BUDGET IN THE GENERAL FUND IN THE AMOUNT OF \$26,000.00 IN COMPLIANCE WITH CITY CHARTER §§1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals

(i). The adopted budget for the 2016-17 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when changes in revenue and expenditure estimates are determined to be necessary.

(iii). All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution

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

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The adopted budget for Fiscal Year 2016-17, Resolution No. R-2016-34, as heretofore amended, hereby is amended to reflect the following transfer of funds from the Accounts specified to the Account specified and the corresponding appropriation:

FUND	DESCRIPTION	DEPARTMENT	GL ACCOUNT #	AMOUNT	TYPE
General Fund	CAP/User Fee Study Decrease in Fund	Finance	333554-6099	\$26,000.00	Expense
General Fund	Balance	Finance	0010-3001	\$26,000.00	Fund Balance

PASSED, ADOPTED AND APPROVED this 17th day of January, 2017.

CRAIG GREEN, MAYOR

Attest:

PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 17th day of January, 2017 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN BETTENHAUSEN, CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: INTERIM CHIEF FINANCIAL OFFICER
DATE: JANUARY 17, 2017
SUBJECT: **OCTOBER 2016 (PRELIMINARY) TREASURER'S REPORT**
FISCAL
IMPACT: NONE

SUMMARY:

The Finance Department has prepared a monthly Treasurer's Report for the month of October 2016. The Treasurer's Report includes all investments managed by the City and investments held by trustees.

RECOMMENDATION:

It is recommended that the City Council take the following action:

1. Receive and file the October 2016 (Preliminary) Treasurer's Report.

DISCUSSION:

Government Code § 53646 states that the Treasurer or Chief Financial Officer of the City may render a report on investments at least quarterly to the legislative body. The attached Treasurer's Report reflects the City's investment portfolio for the month of October 2016 (Preliminary). The City Treasurer has reviewed and signed the attached report.

Prepared by:

Lawrence P. Schroeder
Interim Chief Financial Officer

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachment:

October 2016 (Preliminary) Treasurer's Report

3.a.
January 17, 2017

City of Placentia

CITY TREASURER'S REPORT

**OCTOBER 2016
(Preliminary)**

Fiscal Year 2016-17



CITY OF PLACENTIA TREASURER'S REPORT
SUMMARY OF CASH & INVESTMENTS
AS OF OCTOBER 31, 2016 (Preliminary)

CASH & INVESTMENTS HELD BY CITY				
	Percent of Portfolio	Current Yield	Cost	Market Value
<u>Invested</u>				
Local Agency Investment Fund	59.87%	0.63%	\$ 2,733,680.29	\$ 2,733,680.29
Certificates of Deposit	26.83%	Varies	\$ 1,225,000.00	\$ 1,239,371.70
<u>Non-Invested</u>				
Checking Accounts	13.30%		\$ 607,094.75	\$ 607,094.75
Total Cash & Investments Held by City	100.00%		\$ 4,565,775.04	\$ 4,580,146.74

CASH & INVESTMENTS HELD BY FISCAL AGENT				
	Percent of Portfolio	Current Yield	Cost	Market Value
Money Market Mutual Funds & Treasury Obligations	100.00%		\$ 1,411,013.16	\$ 1,411,013.16
	100.00%		\$ 1,411,013.16	\$ 1,411,013.16

TOTAL CASH AND INVESTMENTS	
Cash & Investments Held by City and Fiscal Agent - Market Value	\$ 5,991,159.90

CITY OF PLACENTIA TREASURER'S REPORT
CASH AND INVESTMENT DETAIL - CITY
AS OF OCTOBER 31, 2016 (Preliminary)

HELD BY CITY						
Agency	Investment Description	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
CASH:						
Bank of America - General Checking	Account No. 143128-0221	N/A	N/A	On Demand	\$ 538,472.73	\$ 538,472.73
Bank of America - Workers' Comp	Account No. 143188-0525	N/A	N/A	On Demand	\$ 48,746.25	\$ 48,746.25
Bank of America - Healthcare	Account No. 143138-0513	N/A	N/A	On Demand	\$ 12,291.52	\$ 12,291.52
Bank of America - Successor Agency	Checking Acct	N/A	N/A	On Demand	\$ -	\$ -
Multi-Bank Securities Cash Account	Cash / Bank Deposits	N/A	N/A	On Demand	\$ 7,584.25	\$ 7,584.25
Total Cash					\$ 607,094.75	\$ 607,094.75
INVESTMENTS:						
Local Agency Investment Fund	City Account No. 98-30-678	0.63%	N/A	On Demand	\$ 2,733,680.29	\$ 2,733,680.29
Multi-Bank Securities Cadence Bank, N.A.	Certificate of Deposit	0.80%	2/10/2016	2/10/2017	\$ 245,000.00	\$ 245,240.10
Multi-Bank Securities BMO Harris Bank	Certificate of Deposit	1.20%	2/4/2016	2/2/2018	\$ 245,000.00	\$ 246,460.20
Multi-Bank Securities Ally Bank	Certificate of Deposit	1.45%	2/4/2016	2/4/2019	\$ 245,000.00	\$ 248,427.55
Multi-Bank Securities American Federal Bk	Certificate of Deposit	1.50%	2/10/2016	2/10/2020	\$ 245,000.00	\$ 247,707.25
Multi-Bank Securities Goldman Sachs	Certificate of Deposit	2.00%	2/3/2016	2/3/2021	\$ 245,000.00	\$ 251,536.60
Total Investments					\$ 3,958,680.29	\$ 3,973,051.99
TOTAL CASH & INVESTMENTS HELD BY CITY					\$ 4,565,775.04	\$ 4,580,146.74



CITY OF PLACENTIA TREASURER'S REPORT
INVESTMENT DETAIL - HELD BY FISCAL AGENT
AS OF OCTOBER 31, 2016 (Preliminary)

HELD BY FISCAL AGENT						
Agency	Investment Description	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
2011 Gas Tax Certificates of Participation						
Wells Fargo	Wells Fargo Money Market	0.03%	N/A	N/A	\$ 482,677.85	\$ 482,677.85
2003 Certificate of Participation						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 488,903.12	\$ 488,903.12
2013 Tax Allocation Refunding Bond						
US Bank	First American Treasury Fund	0.01%	N/A	N/A	\$ 9.40	\$ 9.40
2009 Lease Revenue Bond						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 439,422.79	\$ 439,422.79
TOTAL INVESTMENTS HELD BY FISCAL AGENT					\$ 1,411,013.16	\$ 1,411,013.16

CITY OF PLACENTIA TREASURER'S REPORT



CASH BALANCES

AS OF OCTOBER 31, 2016 (Preliminary)

CITY		
101	General Fund	(406,019.47)
115	Economic Uncertainty	-
201	Utility User Tax	264,038.18
205	State Gas Tax	420,545.77
206	Gas Tax Bond Fund	-
207	Housing Authority	(375,998.69)
210	Measure M	1,234,655.33
211	PEG Fund	224,884.48
215	Air Quality Management	187,072.93
225	Asset Seizure	934,809.63
226	Traffic Offender Fund	44,022.53
230	Supplemental Law Enforcement	43,713.81
235	Park Development	190,585.78
240	Sewer Construction	19,649.07
241	Public Safety Mitigation Fee	286,518.17
245	Storm Drain Construction	19,665.40
250	Thoroughfare Construction	74,128.23
260	Street Lighting District	(83,878.44)
261	Public Safety CFD 2014-01	3,650.31
265	Landscape Maintenance	49,017.32
270	CDBG Fund	112,571.87
275	Sewer Maintenance	760,829.17
280	Miscellaneous Grants	456,504.50
401	City Capital Projects	(193,225.98)
405	In-Lieu Low/Mod Housing	320,250.00
501	Refuse Administration	(816,526.80)
505	CNG Fueling Station	-
601	Employee Health & Welfare	(886,240.00)
605	Risk Management	1,083,663.35
610	Equipment Replacement	53,722.10
615	Information Technology	-
701	Special Deposits	443,644.40
715	Community Facilities District	32,599.35
	Sub-Total	4,498,852.30
SUCCESSOR AGENCY TO THE RDA		
208	Successor Agency Retirement Fund	8,884.06
	TOTAL CASH	\$ 4,507,736.36

City of Placentia
Changes in Cash Balances
OCTOBER 2016

RPT FUND	Data FUND	FUND	CASH BALANCE 9/30/2016	RECEIPTS	DISBURSEMENTS & TRANSFERS	YEAR-END CASH BALANCE 10/31/2016
101	10	GENERAL FUND	615,328.36	2,589,967.94	(3,611,315.77)	(406,019.47)
115	13	ECONOMIC UNCERTAINTY	-	-	-	-
201	16	UTILITY TAX FUND	0.00	264,038.18	-	264,038.18
205	17	GAS TAX	420,545.77	-	-	420,545.77
206	52	GAS TAX BOND FUND	-	-	-	-
207	53	HOUSING AGENCY	(377,673.69)	1,675.00	-	(375,998.69)
208	54	SUCCESSOR AGENCY FUND	11,454.06	-	(2,570.00)	8,884.06
210	18	MEASURE "M"	1,236,635.33	-	(1,980.00)	1,234,655.33
211	58	PEG FUND	232,637.32	-	(7,752.84)	224,884.48
215	19	AIR QUALITY FUND	191,291.23	-	(4,218.30)	187,072.93
225	21	ASSET SEIZURE FUND	925,772.06	19,830.63	(10,793.06)	934,809.63
226	51	TRAFFIC OFFENDER FUND	43,307.53	715.00	-	44,022.53
230	22	COPS/SUPPL LAW ENFORCEMENT	43,713.81	-	-	43,713.81
235	23	PARK DEVELOPMENT FUND	190,585.78	-	-	190,585.78
240	24	SEWER CONSTRUCTION FUND	19,649.07	-	-	19,649.07
241	57	PUBLIC SAFETY MITIGATION FUND	286,518.17	-	-	286,518.17
245	25	STORM DRAIN CONSTRUCTION FUND	19,665.40	-	-	19,665.40
250	26	THOROUGHFARE CONSTRUCTION	74,128.23	-	-	74,128.23
260	28	PLACENTIA LIGHTING DISTRICT	(54,761.01)	220.42	(29,337.85)	(83,878.44)
261	55	PUBLIC SAFETY CFD 2014-01	2,737.79	912.52	-	3,650.31
265	29	LANDSCAPE MAINT. DISTRICT	110,842.74	272.62	(62,098.04)	49,017.32
270	30	HOUSING & COMMUNITY DEVELOP.	112,571.87	-	-	112,571.87
275	48	SEWER MAINTENANCE FUND	2,372,267.86	56,211.59	(1,667,650.28)	760,829.17
280	50	MISC GRANTS	457,221.50	6,483.00	(7,200.00)	456,504.50
401	33	CAPITAL PROJECTS FUND	(160,180.27)	-	(33,045.71)	(193,225.98)
405	34	IN-LIEU LOW/MOD HOUSING	320,250.00	-	-	320,250.00
501	37	REFUSE FUND	(616,517.30)	20,197.30	(220,206.80)	(816,526.80)
505	38	CNG FUELING STATION	-	-	-	-
601	39	HEALTH & WELFARE INS.	(661,840.02)	199,159.53	(423,559.51)	(886,240.00)
605	40	RISK MANAGEMENT	1,131,295.11	-	(47,631.76)	1,083,663.35
610	41	EQUIPMENT REPLACEMENT FUND	14,062.17	39,659.93	-	53,722.10
615	42	INFORMATION TECHNOLOGY FUND	-	-	-	-
701	44	TRUST & AGENCY FUND	432,281.50	43,740.36	(32,377.46)	443,644.40
715	47	COMMUNITY FAC. DISTRICT	32,599.35	-	-	32,599.35
TOTAL PER GENERAL LEDGER			7,426,389.72	3,243,084.02	(6,161,737.38)	4,507,736.36



CITY OF PLACENTIA TREASURER'S REPORT
CERTIFICATION
AS OF OCTOBER 31, 2016 (Preliminary)

TREASURER'S REPORT

3 Month Projected Cash Requirements (November - January): \$8,800,000

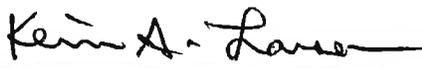
3 Month Projected Cash Revenues (November - January): \$15,200,000

In compliance with the California Government Code Section 53646 et seq., I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months and that all investments are in compliance with the City's Investment Policy.

Submitted By:


Larry P. Schroeder, Interim Chief Financial Officer

Approved By:


Kevin A. Larson, City Treasurer

CITY OF PLACENTIA TREASURER'S REPORT

DEFICIT CASH TRANSFERS

AS OF OCTOBER 31, 2016 (Preliminary)

DEFICIT CASH BALANCES

Fund	Deficit Amount	Utility Users Tax	Measure M	Gas Tax	Sewer Maintenance	Asset Seizure	Risk Management	Total Funding Source
Housing Authority	(375,998.69)	264,038.18	111,960.51				406,019.47	375,998.69
General Fund	(406,019.47)						83,878.44	406,019.47
Street Lighting District	(83,878.44)						193,225.98	83,878.44
City Capital Projects	(193,225.98)				415,987.34		400,539.46	193,225.98
Refuse Fund	(816,526.80)				344,841.83			816,526.80
Employee Health & Welfare	(886,240.00)				760,829.17			886,240.00
Total Transfers	(2,761,889.38)	264,038.18	653,358.68	-	1,083,663.35	-	1,083,663.35	2,761,889.38
Cash Balance Before Transfer		264,038.18	1,234,655.33	420,545.77	760,829.17	934,809.63	1,083,663.35	4,698,541.43
Cash Available After Transfer		-	581,296.65	420,545.77	-	934,809.63	-	1,936,652.05