Elizabeth Alcantar, Mayor
Jose R. Gonzalez, Vice Mayor
Chris Garcia, Council Member
Jack M. Guerrero, Council Member
Blanca Lozoya, Council Member

REMOTE TELECONFERENCE AND ELECTRONICALLY
This meeting will be conducted telephonically and electronically pursuant to the State of California Executive Order No. 29-20.

Teleconference Phone Number:
1 (253) 215-8782
Meeting ID: 839 8634 5722
https://us02web.zoom.us/j/83986345722

AGENDA

AN ADJOURNED REGULAR MEETING
OF THE CUDAHY CITY COUNCIL
and JOINT MEETING of the
CITY OF CUDAHY AS SUCCESSOR AGENCY and HOUSING SUCCESSOR AGENCY
TO THE CUDAHY DEVELOPMENT COMMISSION
Tuesday, October 13, 2020 – 6:30 P.M.

Written materials distributed to the City Council within 72 hours of the City Council meeting shall be available for public inspection at www.cityofcudahy.com

In compliance with the Americans with Disabilities Act (ADA) if you need special assistance to participate in this meeting, you should contact the City Clerk's Office at (323) 773-5143 at least 72 hours in advance of the meeting.

Rules of Decorum

Under the Government Code, the City Council may regulate disruptive behavior that impedes the City Council Meeting.

Disruptive conduct may include, but is not limited to:

- Screaming or yelling during another audience member's public comments period;
- Profane language directed at individuals in the meeting room;
- Throwing objects at other individuals in the meeting room;
- Verbal altercations with other individuals in the meeting room; and
- Going beyond the allotted three-minute public comment period granted.

When a person's or group's conduct disrupts the meeting, the Mayor or presiding officer will request that the person or group stop the disruptive behavior, and WARN the person or group that they will be asked to leave the meeting room if the behavior continues.

If the person or group refuses to stop the disruptive behavior, the Mayor or presiding officer may order the person or group to leave the meeting room, and may request that those persons be escorted from the meeting room. Any person who, without authority of law, willfully disturbs or breaks up a City Council meeting is guilty of a misdemeanor. (Pen. Code, § 403.)

1. CALL TO ORDER

2. ROLL CALL

Council / Agency Member Garcia
Council / Agency Member Guerrero
Council / Agency Member Lozoya
Vice Mayor / Vice Chair Gonzalez
Mayor / Chair Alcantar

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

[No business under this item]

5. CLOSED SESSION

[No business under this item]

6. PUBLIC COMMENTS

(Each member of the public may provide a public comment telephonically or electronically if he or she wishes to address the City Council. Members of the public are permitted to speak for three (3) minutes concerning items under the City Council's jurisdiction, including items on the council agenda.)

(Any person who, without authority of law, willfully disturbs or breaks up a City Council meeting is guilty of a misdemeanor. (Pen. Code, § 403).)

7. CITY COUNCIL COMMENTS / REQUESTS FOR AGENDA ITEMS (Each Council Member is limited to three minutes.)

[No business under this item]

8. CITY MANAGER REPORT (information only)

9. REPORTS REGARDING AD HOC, ADVISORY, STANDING, OR OTHER COMMITTEE MEETINGS

[No business to report under this item]

10. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

(Consideration to waive full text reading of all Resolutions and Ordinances by single motion made at the start of each meeting, subject to the ability of the City Council / Agency to read the full text of selected resolutions and ordinances when the item is addressed by subsequent motion.)
(COUNCIL / AGENCY)

Recommendation: Approve the Waiver of Full Reading of Resolutions and Ordinances.

11. CONSENT CALENDAR

[No business under this item]

12. PUBLIC HEARING

[No business under this item]

13. BUSINESS SESSION

Zone change ordinance Development Review Permit No. 41-539, Conditional Use Permit No. 38-376, Development Agreement No. DA 20-01, Amendment to the Zoning Code No. 90-12 and Addendum to the General Plan EIR, to allow the construction of a 179 unit Mixed-Use Senor Housing development located at 4610 Santa Ana Street (APN 6224-019-901) *(page 5)*

Presented by the City Attorney's Office

Recommendation: Staff recommends that the City Council of the City of Cudahy (the "City"):

Step 1: Convene Special Meeting (to be conducted concurrently with the adjourned regular meeting).
Step 2: Open Adjourned Regular Meeting (to be conducted concurrently with special meeting).
Step 3: Open and conduct public hearing for Steps 5, 6, and 7.
Step 4: Close public hearing.
Step 5: Approve Addendum to the City of Cudahy General Plan EIR.
Step 6: Adopt Resolution No. 20-31 approving Development Review Permit No. 41-539 and Conditional Use Permit No. 38-376.
Step 7: Adopt Resolution No. 20-32 approving Development Agreement No. 20-01.
Step 8: Adjourn special meeting
Step 9: Open adjourned regular meeting.
Step 10: Approve and adopt first reading of Ordinance No. ZCA 710.
Step 11: Approve and adopt first reading of Ordinance No. 711.
Step 12: Adjourn adjourned regular meeting.

RECOMMENDED COUNCIL ACTION ITEMS

1. Approve on First Reading Ordinance No. 710 amending the Zoning Code to allow medical offices and adult day health care facilities as conditional uses as components of mixed-use residential-commercial projects within the City's Entertainment (E) Zone; and

2. Approve on First Reading Ordinance No. 711 approving Development Agreement No. 20-01 to allow the construction of the Project within the Entertainment (E) Zone.

14. COUNCIL DISCUSSION

[No business to discuss under this item]

15. ADJOURNMENT

I, Richard Iglesias, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City's Website not less than 72 hours prior to the meeting. A copy of said Agenda is on file in the City Clerk's Office.

Dated this 10th day of October 2020

Richard Iglesias
Assistant City Clerk

Item Number
13

STAFF REPORT

Date: October 13, 2020

To: Honorable Mayor/Chair and City Council/Agency Members

From: Henry Garcia, Interim City Manager/Executive Director
By: Salvador Lopez Jr., Interim Community Development Director

Subject: **Development Review Permit No. 41-539, Conditional Use Permit No. 38-376, Development Agreement No. DA 20-01, Amendment to the Zoning Code No. 90-12 and Addendum to the General Plan EIR, to allow the construction of a 179 unit Mixed-Use Senor Housing development located at 4610 Santa Ana Street (APN 6224-019-901)**

This staff report has been prepared for the both the special City Council meeting and the concurrent adjourned regular meeting of the City Council as set for October 13, 2020.

RECOMMENDATION

Staff recommends that the City Council of the City of Cudahy (the "City"):

Step 1: Convene Special Meeting (to be conducted concurrently with the adjourned regular meeting).
Step 2: Open Adjourned Regular Meeting (to be conducted concurrently with special meeting).
Step 3: Open and conduct public hearing for Steps 5, 6, and 7.
Step 4: Close public hearing.
Step 5: Approve Addendum to the City of Cudahy General Plan EIR.
Step 6: Adopt Resolution No. 20-31, approving Development Review Permit No. 41-539 and Conditional Use Permit No. 38-376.
Step 7: Adopt Resolution No. 20-32, approving Development Agreement No. 20-01.
Step 8: Adjourn special meeting
Step 9: Open adjourned regular meeting.
Step 10: Approve and adopt first reading of Ordinance No. ZCA 710.
Step 11: Approve and adopt first reading of Ordinance No. 711.
Step 12: Adjourn adjourned regular meeting.

RECOMMENDED COUNCIL ACTION ITEMS

1. Approve on First Reading Ordinance No. 710, amending the Zoning Code to allow medical offices and adult day health care facilities as conditional uses as components of mixed-use residential-commercial projects within the City's Entertainment (E) Zone; and

2. Approve on First Reading Ordinance No. 711, approving Development Agreement No. 20-01 to allow the construction of the Project within the Entertainment (E) Zone.

BACKGROUND

On September 28, 2020, the Planning Commission conducted a special public hearing to consider the aforementioned Project. Subsequently, the Planning Commission approved (3-0 vote) the Development Review Permit and the Conditional Use Permit and recommended the City Council approve the Agreement, Amendment to the Zoning Code and Addendum to the General Plan EIR ("Addendum").

Pursuant to Section 20.84.070 of the City's Zoning Code, when a proposed project requires more than one (1) permit application with more than one (1) Approving Authority, all project permits shall be processed concurrently at the applicant's own risk as interrelated permits for a project and shall not be bifurcated. The highest designated Approving Authority for all requested permits shall take final action on all permits. Therefore, all permit entitlements for this Project will require City Council review and approval accordingly.

Subsequent Modification

Since the time of the Planning Commission approval of the Project, the Applicant has proposed a "minor modification", as this term is defined in the Development Agreement, to the Project to include an additional five (5) dwelling units for a total of up to 179 dwelling units. This change does not represent a substantial modification to the Project as considered by the Planning Commission and is well under the maximum number of units allowed under the provision in the Development Agreement for any proposed modifications. The Addendum to the General Plan EIR acknowledges that the Project may include these five (5) additional dwelling units and the findings set forth in the Addendum also acknowledge that this increase does not represent a meaningful change to the analysis previously conducted.

PROJECT DESCRIPTION:

The Project includes the construction of a new six-story senior mixed-use development located on a 58,340 square foot (1.33 acre) lot. The zoning of the Property is Entertainment (E). The Project comprises one hundred fifty-five 527-square-foot one-bedroom and twenty-four 714-square-foot two-bedroom apartments intended for affordable senior-housing, a 945-square-foot two-bedroom manager's apartment, and up to 21,000 square feet of ground-floor commercial uses, including a walk-in medical clinic and an adult health day-care center. The proposed residential density is 131 dwelling units per acre (du/acre); the Applicant is requesting

a 231% density bonus pursuant to CMC § 20.52.340. All units would be classified as affordable under California density bonus law. Among the amenities, the Project would provide and include: a van service to transport seniors to shopping, church services, medical appointments, etc.; a landscaped second-floor private courtyard; a landscaped roof deck; a community room; below-grade parking garage; and individual balconies. The site is currently vacant. The immediate area is developed with a mix of commercial/retail establishments, multi-family residential and manufacturing land uses.

Access and Circulation. The subject Property faces Santa Ana Street, which the Cudahy General Plan classifies as a "collector street." The proposed entry driveway is approximately 400 feet west of Atlantic Avenue, a "major highway." The entry driveway leads to the parking garage, where an internal ramp proceeds to the below-grade level parking area. The parking garage plans show 87 dedicated residential parking spaces, 94 commercial parking spaces, and bicycle parking spaces. Pedestrians would enter the Project directly from Santa Ana Street through the at-grade landscaped courtyard. The site and driveway design have been reviewed by the Los Angeles County Fire Department.

Architecture. The proposed structure is modern contemporary and laid out in a modified U-shape, with a central landscaped courtyard opening to Santa Ana Street. Alternating façade surfaces of off-white stucco, tan stucco, and medium-brown fiber-cement siding, regularly placed windows, and balconies provide visual articulation. The ground-floor commercial area is constructed around the courtyard, is faced with glass windows and doors, and framed by a contrasting burnt-orange stucco façade. This latter stucco surface treatment continues around the east, west, and south sides of the building, from the finished grade to approximately 15 feet above grade. Individual commercial tenant spaces are defined by horizontal awning structures that support tenant signage. Open-air covered bridges connect the east and west "legs" of the upper stories approximately mid-structure. A landscaped deck occupies a 2,500 SF portion of the 6th story, facing Santa Ana Street. Centrally placed elevators stairways on the northeast, northwest, and southeast provide access to upper stories.

ANALYSIS & DISCUSSION:

General Plan and Zoning. The General Plan designates the site and surrounding area as "Entertainment" as noted above; the Property's zoning is Entertainment (E). Table 1 below shows the Project site and surrounding area's zoning and land uses.

The Entertainment Zone accommodates large scale entertainment that is required to be designed to provide pedestrian interest and accessibility along Atlantic Avenue. Additionally, residential uses may occur only in a mixed-use setting where the residential units are on upper floors and do not face Atlantic Avenue. The Entertainment Zone restricts building height to four (4) stories, however with a development agreement, additional stories may be permitted with the provision of a community benefit and with City Council approval.

Table 1
Zoning and Land Use

	ZONING	LAND USE
PROJECT SITE	Entertainment	Vacant
NORTH	Civic Mixed-Use	Retail/Commercial Shopping Center (Cudahy Plaza)
EAST	Entertainment	Water Company Office and Tank / Gasoline Station
SOUTH	Innovative Industrial / Entertainment	Manufacturing Facility / Mobile Home Park
WEST	Innovative Industrial	Multifamily Residential Development

DEVELOPMENT REVIEW PERMIT

The development review process is established to improve the general standards and orderly development through review of design, layout and other features of proposed developments and their environs prior to submission of plans for construction.

The proposed Project meets General Plan and Zoning standards for use (mixed-use), building height, density, floor area ratio, and front and side setbacks. The Project plans show that, although the common and private open space areas do not either meet or exceed zoning standards, the Applicant has included these shortcomings on its list of concessions under the density bonus Conditional Use Permit. In addition, the Applicant does not propose guest parking spaces for the Project as these are not required for projects that include a density bonus. Table 2 below compares the Project's characteristics with development standards.

Table 2

Development Standards: Required vs. Proposed Project

	General Plan	Zoning	Density	Height	Setbacks (Commercial)	Setbacks (Residential)	Min Floor Area (1-2 BR)	Parking	Private Open Space per unit	Common Open Space
Required	Ent.	Ent.	1,089 SF 40 du/acre maximum	4+4 with DA	Front: 0 ft Side: 0 ft. Rear: 0ft.	Front: 0 ft Side: 10 ft. Rear: 10 ft.	700 SF 1 BR 900 SF 2 BR	Residential 0.5 space/unit 89 spaces Commercial/ Medical 64 spaces 154 total	200 SF/Unit = 34,800 SF	280 SF/Unit = 48,720 SF
Proposed	Ent.	Ent.	179 affordable dwelling units	6 stories	Front: 5 ft. Side: 5 ft. Rear: 60 ft.	Front: 5 ft. Side: 10 ft. Rear: 10 ft.	527 SF 1 BR 714 SF 2 BR	182 spaces 28 guest spaces	9,425 SF	20,317 SF
Consistent?	**YES**	**YES**	**NO**	**YES**	**YES**	**YES**	**NO**	**YES**	**NO**	**NO**

Table 2 shows that the proposed Project complies strictly with all applicable development standards for development of new mixed-use developments in the Entertainment Zone with the exception of requested concessions associated with the Project's density bonus of 231% and discussed below.

The building would be set back from the eastern side of the Property by ten (10) feet, the rear setback by ten (10) feet, the western setback by ten (10) feet, and the front setback by five (5) feet. A six (6)-foot tall concrete-masonry-unit (CMU) wall would be constructed along the entire perimeter of the Property. A preliminary landscape plan has been submitted showing landscape areas on the buildings' perimeter and in interior open space areas and within the front yard setback. A more detailed plan will be submitted with the formal plan check submittal. Project lighting would consist of security lighting and wall lights on the building perimeters, using LED fixtures. All lighting would be designed to avoid light spillage to neighboring properties.

Pursuant to Section 20.20.040 of the Zoning Code, additional height provisions may be incorporated into a new development project in the Entertainment Zone with a development agreement. The purpose of the development agreement requirement is for the City to have the capability to shape how new development will contribute positively to the City as a whole, and to ensure that new development will be integrated and comprehensively planned while creating special places that enhance the quality of life. New development shall mean any new commercial, mixed-use, or residential development project on vacant land, on land where existing structure are demolished, or major expansions of existing buildings, in the Entertainment Zone.

The table below provides floor area detailed information for the proposed units:

Number of units	Number of Bedrooms	Habitable Area
155	one-bedroom units	78,300 sq. ft.
24	Two-bedroom units	19,936 sq. ft.
Manager's Unit	Two-bedroom unit	945 sq. ft.

The Project also includes private open spaces for each unit, although not at the required 200 SF per unit. This is one of the density bonus concessions requested by the Applicant (see below for detailed discussion of requested concessions). A series of common open spaces are provided throughout totaling 20,317 square feet. This also falls short of requirements, but is another concession requested by the Applicant associated with the density bonus.

A minimum number of on-site parking spaces are required for each residential unit based on the number of bedrooms, inclusive of guest parking spaces and for the commercial/office units based on the total square footage. The table below identifies the number of spaces required by the Zoning Code.

Type of unit	# of spaces required	# of spaces provided
1-2 Bedrooms	87 spaces (0.5 spaces/unit)	90 spaces
Commercial/Office	Commercial – 91 Office - 3	64 spaces

A total of 182 parking spaces are provided, which includes an additional 28 guest parking spaces.

Additionally, bicycle parking spaces for both residential and commercial are also provided in accordance with the CalGreen Building Code.

DENSITY BONUS – CONDITIONAL USE PERMIT

In order to accomplish the proposed 179-unit mixed-use affordable senior housing Project, the Applicant is requesting a density bonus of 231% more than the maximum density allowable in the Entertainment Zone. The Cudahy Municipal Code ("CMC") sets the maximum (or "base") density for the site at 54 units without additional discretionary approvals.

California density bonus law (Government Code § 65915(p)) and CMC § 20.52.364 require the City to grant a density bonus up to 35% greater than the base density in return for the Applicant's guarantee that the added units would be restricted to very low, low, or moderate-income levels. The City may grant greater densities provided that certain findings are made along with a conditional use permit but is not obligated to do so.

For this site in the Entertainment Zone, the 231% density bonus is 125 units more than the 54 units that would be allowed by-right, resulting in a 179-unit Project. For the City to grant a conditional use permit for a density bonus greater than the maximum 35%, State Law requires that the Project set aside *no less than* the percentage and types of units required to earn a density bonus of 35 percent (35%) under the state density bonus law. In this case the Applicant is proposing to provide the Project as 100% affordable.

Again, the Applicant proposes to designate all of the 179 units for low income seniors. This allocation exceeds the minimum number of required affordable units under both State law and the CMC.

Requested Concessions. As part of the Density Bonus process, an applicant may also request specific concessions, i.e. relaxation of Zoning Code requirements and/or site development standards, including but not limited to setback and square footage reductions, vehicle parking spaces, communal open space area, or landscaping requirements. The Applicant requests the following concessions:

1. <u>Private Open Space</u>

   The Applicant is requesting a concession to approve a reduction in the private open space requirement, providing a total of no less than 50 square feet of private open space for 1-bedroom units and 75 square feet for 2-bedroom units. Staff supports this concession as the Project provides ample space for private enjoyment and the Project provides additional common areas throughout.

2. <u>Common Open Space</u>

   The Applicant is requesting a concession to approve a reduction in the common open space requirement, providing a total of no less than 20,317 square feet of common open space areas throughout provided in a series of courtyards, community room and a rooftop deck. Staff supports this concession as the common open space provided provides multiple ample

common areas throughout the levels of development.

3. Floor Areas - Minimum

The Applicant is requesting a concession to reduce the minimum floor area requirement for one-and two-bedroom units, providing 527 square foot one-bedroom units and 714 square foot two-bedroom units. This represents a 24% reduction for the one-bedroom unit and 20% reduction for the two-bedroom unit. Staff supports this concession as the slight floor area reductions represent identifiable cost reductions that results in providing additional affordable units for the Project.

4. Reduced Parking

The Applicant is requesting a concession to approve the site plan without the provision of required guest parking spaces, as allowed by density bonus law. Staff supports this concession as the development of senior housing does not necessitate the need for the required amount of parking and the Project is within less than a ½ mile from a major transit corridor.

Density Bonus Procedural Requirements. CMC § 20.52.361 states that the density bonus and concessions requested shall be considered in conjunction with any housing development application for the Project. CMC § 20.52.360 requires that a density bonus must be approved by a decision-making body, either the Planning Commission or the City Council, depending on the entitlements requested. The requirement for a minimum number of affordable units is discussed above. The Applicant has designated all units as affordable for the Project, and a specific condition addressing deed-restriction and income level has been included as a Condition of Approval.

CMC § 20.52.367 also requires that in approving the density bonus and any related concessions, the City and Applicant shall enter into a Density Bonus Housing Agreement. This has been required as a Condition of Approval.

Should the City Council elect to deny one or more of the requested concessions, one of the following three findings must be made (Government Code § 65915 (d)(1)), based upon substantial evidence:

1. The concession or incentive is not required in order to provide for affordable housing costs, as defined in § 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c); and
2. The concession or incentive would have a specific adverse impact, as defined in paragraph (2) of subdivision (d) of § 65589.5 of the California Government Code, upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households; and
3. The concession or incentive would be contrary to State or Federal law.

Staff certifies that none of these findings apply to the proposed request, as shown below by the Project's compatibility with many General Plan policies and goals; therefore, staff recommends that the requested concessions be approved, based on the requirements of the Zoning Code.

City of Cudahy General Plan Land Use and Housing Element Provisions. The following provisions relate to the Project's consistency with the City's policies for affordable housing:

- **Land Use Element Policy 2.8.** The City of Cudahy will provide adequate housing for various family sizes and income levels by allowing for different densities of development.

  Analysis: The Project's proposed increased density beyond existing conditions would provide affordable senior housing for the City. This is consistent with Policy 2.8, which allows for "different densities of development" as the Project would develop a vacant parcel with a relatively affordable and denser senior housing development.

- **Housing Element Goal 2.** The City of Cudahy will promote affordable housing and shelter for all economic segments of the community.

  - **Housing Element Policy 2.1.** The City of Cudahy will promote all State, regional and local practices and plans that support housing availability for all economic segments of the population.

    Analysis: The Project would provide additional housing in the City, increasing supply and providing a more affordable option to residents than the current use of single-family.

  - **Housing Element Policy 2.5**. The City of Cudahy will encourage variety in the supply of housing at costs affordable to the various income levels of the population.

    Analysis: The Project would supply a 100% affordable senior housing development for seniors.

Compatibility with surrounding uses. The proposed mixed-use senior housing Project is generally compatible and consistent with surrounding uses. The immediate area is developed with a mix of commercial/retail establishments, multi-family residential and manufacturing land uses which is conducive to a mixed-use environment. The additional building height is allowed and is consistent with the provisions of the Development Agreement for a property with more than one acre and located within the City's mixed-use Entertainment Zone and the General Plan Entertainment land use designation. The subject site is elongated and oriented north-south perpendicular to its access road. This will also serve to limit any aesthetic concerns about the proposed Project. The proposed rear and side setbacks meet the minimum requirements set forth in the development standard for developments in the City's Entertainment Zone.

The Los Angeles County Fire Department's Land Development Division reviewed the proposed

plan for access requirements and has tentatively approved the Project, the access to the subject Property and the proposed affordable units, with Conditions of Approval.

DEVELOPMENT AGREEMENT

Section 20.20.040 of the Zoning Code requires a development agreement for new development in the Entertainment Zone. The purpose of the development agreement requirement is for the City to have the capability to shape how new development will contribute positively to the City as a whole, and to ensure that new development will be integrated and comprehensively planned while creating special places that enhance the quality of life. New development shall mean any new commercial, mixed-use, or residential development project on vacant land, on land where existing structure are demolished, or major expansions of existing buildings, in the Entertainment Zone.

The purpose of this section is to establish procedures and requirements for the approval and adoption of development agreements. These procedures and requirements are established pursuant to, and are consistent with, Government Code Sections 65864 through 65869.5. The Planning Commission may recommend, and the City Council may enter into a development agreement with any person having a legal or equitable interest in real property.

The development agreement required pursuant to this section shall include public benefits, including but not limited to:

1. Monetary contribution to the City for community amenities.
2. On-site improvements over and above base requirements that contribute to the community, such as affordable housing, community facilities, innovative use of infrastructure and renewable resources, and public art.
3. Off-site improvements, such as pedestrian and bicycle connections, or off-site public art or community facilities.

The Project Development Agreement includes the following specific public benefits to be provided by Developer to the City in connection with acquisition of the Property and the improvement and operation of the Project:

1. Developer shall enter into a project labor agreement with the Los Angeles County Trade Counsel to cover trades and persons who provide construction labor services in connection with the construction of the Project.

2. Purchase of Project Construction Materials from Local Businesses. Developer shall use good efforts to purchase construction materials for the Development of the Project from third parties whose businesses are located in the City. Upon request of the City, Developer shall provide the City with a suitably detailed written report which describes the measures taken by Developer to purchase construction materials for the Development of the Project from third party Cudahy businesses.

3. Developer hereby agrees to use good faith efforts to recruit residents of the City of Cudahy for any new job or entry level employment position in the Project once the Project of the Senior Citizen Housing Project and the Healthcare Office Project are completed and open for business to the general public, and to the extent of all other factors being equal and consistent with other applicable law, Developer covenants on a best efforts basis to give Cudahy residents preference for hiring for such new entry level job or employment positions and to the maximum reasonable and reasonable extent, use the services of businesses which are located in the City of Cudahy which result from the Development.

4. Affordable Housing, Health and Wellness and Neighborhood Benefits applicable to Senior Citizen Housing Project and the Healthcare Office Project:

a. High quality affordable housing – The Senior Citizen Housing Project will allow seniors of limited economic means or in need of wrap around support services to live independently but remain in close proximity to their extended families or the neighborhoods they formerly resided.

b. General Resident Services – The Senior Citizen Housing Project will budget up to $100,000 annually to pay for general health, wellness, and socialization activities for the residents of the Senior Citizen Housing Project.

c. Supportive Housing Services – The residents of the up to ninety (90) supportive housing units in the Senior Citizen Housing Project will be eligible to receive up to $450 per unit per month in individual intensive case management services from the Los Angeles County Department of Health.

d. Healthcare Services – The Project will establish a Federal Qualified Healthcare Center (FQHC) and Program of All-Inclusive Care for the Elderly (PACE) center to meet the health and wellness needs of residents of the Senior Citizen Housing Project and the City of Cudahy with the following estimated service counts:

i. FQHC – 3,000 to 4,000 patients a year which is the equivalent of 12,000 to 15,000 visits per year

ii. PACE – 200-300 long-term and regular active patients which is the equivalent of 2,400 to 4,200 visits per year

e. Neighborhood Amenities – The overall final design elements of the Project will offer a pedestrian-friendly street level public plaza that will be activated by the residents of the Senior Citizen Housing Project as well as non-residential non-profit and healthcare activities centered at the Healthcare Office Project. In addition, the Project will offer additional off-street parking options both during daytime business hours and in the evenings for area residents and future business activities.

f. Non Residential Lifetime Rent Benefit – The Project shall include approximately 1,217 square feet of commercial office space reserved for occupancy by a nonprofit organization serving the community for $0.00 base rent payable by such organization

to Developer and such commercial office space shall remain available for such use and occupancy for 55 years.

g. Healthcare Office Project Jobs Creation Benefit - The construction and operations of the Healthcare Office Project shall result in substantial local and well-paid job creation opportunities due to the good faith effort of Developer to implement local hire requirements and partnerships with local education and training programs. The federal qualified health care center and PACE center are expected to generate up to 80 well-paid full-time permanent health care related jobs equivalent to an estimated $4,000,000 in annual employment income.

5. Developer will offer to reimburse the City in an amount not to exceed Fifty Thousand Dollars ($50,000) for actual and reasonable costs of the City that are not processing fees.

The Project shall be subject to all Subsequent Development Approvals required to construct and complete the Project including without limitation the Environmental Clean-up of the Property requirements accepted by Developer as part of the voluntary clean-up and removal of contaminants and chemicals of concern from the Property.

Section 20.20.040 also establishes the scope and content of development agreements. A development agreement shall include the following:

1. The duration of the agreement;
2. The permitted uses of the property;
3. The density or intensity of use;
4. The maximum height and size of proposed buildings;
5. Any provisions for the reservation or dedication of land for public purposes; and
6. Provision for a periodic review of the applicant's compliance with the terms of the agreement under Section 20.84.610 CMC.

In addition to the required terms, a development agreement may include any of the following provisions:

1. The specified time for construction to commence;
2. The specified time for the project, or any phase of the project, to be completed;
3. Terms and conditions relating to applicant financing of necessary public facilities, and subsequent reimbursement, if any;
4. Conditions, terms, restrictions, and requirements for subsequent discretionary actions by the City, provided these shall not prevent development of the land for the uses and to the density or intensity set forth in the agreement;
5. Provisions for the Director of Community Development to approve minor modifications to the development project, with criteria to determine what constitutes a minor modification; or
6. Any other terms, conditions, and requirements that the City Council deems proper.

The development agreement shall not be approved unless it finds that its provisions are

consistent with the General Plan.

The City desires that the Property be developed in a manner consistent with the Entertainment Subdistrict of the Atlantic District use designation of the City's General Plan, and the Entertainment zoning classification of the City Zoning Code. Recently, the Developer and the City, as successor to the former Cudahy Community Development Commission (the "Successor Agency") have entered into an Exclusive Negotiation Agreement, dated as of July 14, 2020, pursuant to which the Developer proposes to acquire the Property from the Successor Agency on terms mutually acceptable to the Successor Agency and the Developer.

Attached as Attachment #3 is a draft copy of the Agreement. The Agreement includes a summary of the following:

1. Developer proposes to develop a complete mixed-use development or Project which includes:

    a. The new construction of a Low-Income Housing Tax Credit project for low-income and homeless seniors consisting of up to 179 total dwelling units (the "Senior Housing Project") over ground level, which is a permitted use pursuant to CMC section 20.20.020; and

    b. An onsite healthcare clinic and other wellness-related uses ("Healthcare Office Project"), as well as space for a community-based organization and a common area on-site vehicle parking facility for up to 190 parking stalls for both the Senior Housing Project and the Health Care Office Project, which is also a permitted use pursuant to CMC section 20.20.020;

2. The Project will be subdivided into a condominium for the Senior Housing Project and commercial condominium for the Healthcare Office and Community Office;
3. Definition of certain terms and phrases;
4. Duration of Term of Development Agreement;
5. Detailed Description of the Project;
6. Effect of Development Agreement;
7. Development of Project;
8. Enforcement;
9. Public Benefits;
10. Public Improvements and Services;
11. Dedications and Exactions;
12. Development Fees;
13. Other provisions pertaining to Development Agreements

The City Council shall not approve a development agreement unless it finds that its provisions are consistent with the General Plan.

Required Findings:

- This Agreement: (i) is consistent with the objectives, policies, general land uses, and programs contained City's General Plan; (ii) complies with the uses authorized in the City Zoning Code under the Entertainment Zone; (iii) provides for the orderly development of the Property; and (iv) is entered into pursuant to and in compliance with the requirements of Section 65867 of the Development Agreement Statute;

- City desires to accomplish the goals and objectives set forth in City's General Plan and finds that the Project will accomplish their goals and objectives. The City has determined that the Project is consistent with the General Plan, the Entertainment Zone and the Existing Land Use Regulations, as defined below;

    - As consideration for the benefits gained by Developer from the vested rights acquired pursuant to the Development Agreement Statute, the City is requiring that Developer construct and install certain public improvements and provide other public benefits in connection with the Project;

    - In order to avoid any misunderstandings or disputes which may arise from time to time between Developer and City concerning the proposed Project and to assure each party of the intention of the other as to the processing of any land use entitlements which now or hereafter may be required for the Project, the Parties believe it is desirable to set forth their intentions and understandings in this Agreement. In order for both City and Developer to achieve their respective objectives, it is imperative that each be as certain as possible that Developer will develop and that City will permit Developer to develop the Project and public improvements and other public benefits as approved by City within the time periods provided in this Agreement, except as otherwise indicated herein;

    - In preparing and adopting the General Plan and in granting the Existing Development Approvals, the City considered the health, safety, and general welfare of the residents of City and prepared in this regard an extensive environmental impact report and other studies. Without limiting the generality of the foregoing, in preparing and adopting the General Plan and in granting the Existing Development Approvals, the City Council carefully considered and determined the projected needs (taking into consideration the planned development of the Project and all other areas within the City) for water service, sewer service, storm drains, electrical facilities, traffic/circulation infrastructure, police and fire services, paramedic and similar improvements, facilities and services and the appropriateness of the density and intensity of the development comprising the Project and the needs of City and surrounding areas for other infrastructure.

AMENDMENT TO THE ZONING CODE

This Project will require a zone text amendment to include medical offices and adult day health care facilities as conditional uses in conjunction with mixed-use residential-commercial projects

within the City's Entertainment (E) Zone.

Currently, the City's Zoning Code allows the following:

Medical Offices - as a permitted use within the Neighborhood Commercial (NC), Innovative Industrial (I Ind), Light Industrial (LI), and Commercial Mixed-Use (CMU) Zones; and as a conditional use in the Civic Mixed-Use (Civic MU) Zone.

Adult Health Day Care facilities (Adult Day Care Center) – as a conditional use in the Neighborhood Commercial (NC), Innovative Industrial (I Ind), Commercial Mixed-Use (CMU) and Civic Mixed-Use (Civic MU) Zones.

As shown above and identified in the Zoning Code, these two (2) land uses (medical offices and adult health day cares) are currently permitted or conditionally permitted in the other mixed-use zones. The Entertainment Zone along with the Civic Mixed-Use and Commercial Mixed-Use Zones are located within the Atlantic Avenue district established by the City's General Plan. According to the General Plan this district was established to achieve sustainable development forms. Mixed-use development approaches offer opportunities to live close to activity centers and transit stops, to walk to neighborhood services and parks, to enjoy indoor and outdoor entertainment close to home, and to experience a vibrant pedestrian district.

Adding these land uses as a conditional use in conjunction with a mixed-use project, will further implement the intent of the mixed-use land use designation by continuing to provide much needed services that are easily accessible by foot and other non-motorized transportation. In addition, medical offices and adult health day care centers are less intensive uses than a number of permitted uses in the Entertainment and the other Mixed-Use zones such as indoor recreation and health and fitness facilities, which have more of an impact than the medical office and adult health day care uses.

Adding these specific uses to the Entertainment Zone doesn't change the environmental analysis. The lead agency has discretion to determine what a "substantial change" in a "project" is per CEQA Guidelines Section 15162. Adding uses to a zone where those uses are no more intense than many permitted, or conditionally permitted uses do not constitute a "substantial change". Evaluating this text amendment would not require "major revisions" to the General Plan EIR, therefore including these conditional land uses to the Entertainment Zone and analyzing in the Addendum to the EIR is permissible.

To approve an amendment to the Zoning Code, the Planning Commission and City Council shall make the following findings about the proposed Zoning Code amendment:

A. The amendment is consistent with the goals, policies and objectives of the General Plan as the General Plan has included the Entertainment Zone as one of the subdistricts of the Atlantic Avenue Mixed-Use Corridor and adding the conditional land uses is consistent with the same permitted and conditional uses in both the Commercial Mixed-Use and Civic Mixed-Use subdistricts and land use designations;

B. The amendment will not adversely affect surrounding properties as the added conditional land uses represent a less intense use compared to other permitted uses in the Entertainment Zone;

C. The amendment promotes public health, safety, and general welfare. The City determines that the projected needs for water service, sewer service, storm drains, electrical facilities, traffic/circulation infrastructure, police and fire services, paramedic and similar improvements, facilities and services and the appropriateness of the density and intensity of the development comprising the Project and the needs of City and surrounding areas for other infrastructure.

D. The text amendment serves the goals and purposes of the Zoning Code and provides land use consistencies with the other mixed-use designations; and

E. The amendment is consistent with the portions of the County of Los Angeles Hazardous Waste Management Plan relating to siting, and siting criteria, for hazardous waste facilities as adding additional conditional land uses to the Entertainment Zone and the construction of the mixed-use senior housing development is not considered a hazardous waste facility.

ADDENDUM TO THE GENERAL PLAN EIR

This Project requires an Addendum to the City of Cudahy's General Plan Final EIR (GPFEIR). The City Council of the City of Cudahy certified the Program Environmental Impact Report for the current General Plan Update and adopted the General Plan 2040 in 2018.

The purpose of this Addendum is to evaluate the environmental impacts of a new mixed-use senior residential Project in the City's Entertainment Zone, including those impacts that might result from adding two land uses to the zone and revising the Commercial and Industrial permitted-use table (CMC Title 20, Table 20.20-1), and to determine whether the proposed Project is within the scope of development anticipated by the General Plan. The City is the Lead Agency under the California Environmental Quality Act (CEQA) and is responsible for preparing the Addendum to the GPFEIR (Addendum) (State Clearinghouse No. 2017071071).

This Addendum has been prepared in conformance with CEQA (California Public Resources Code Section 21000 et seq.), California CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.), and the rules, regulations, and procedures for implementation of CEQA, as adopted by the City. The principal CEQA and CEQA Guidelines sections governing content of this document are Section 21157.1 (Review of Subsequent Projects Described in Report; Requirements); Sections 15162 (Subsequent Documents and Negative Declarations) and 15164 (Addendum to an EIR or Negative Declaration).

CEQA Guidelines Section 15162 permits agencies to prepare follow-up, or "subsequent" environmental documents to existing EIRs when, among other factors:

(a) substantial changes are proposed in the project that would require major revisions in that EIR resulting from new significant environmental effects or a substantial increase in the severity of effects previously described;
(b) there are substantial changes in the project's circumstances that would require major revisions;
(c) new information arises that was not known at the time that the document was certified, that shows new significant effects or an increase in their severity;
(d) a project proponent declines to implement mitigation measures that were previously infeasible, but became feasible and would substantially reduce one or more significant effects; or
(e) a project proponent declines to implement newly-discovered mitigation measures that would substantially reduce significant effects.

Alternatively, if there are changes to a project that would not require major revisions to the existing EIR, and only minor additions or changes to that existing EIR would be necessary, CEQA permits use of an Addendum to an existing Program EIR to evaluate the new effects, "tiering" from the Program EIR (CEQA Guidelines Section 15164).
CEQA Guidelines Section 15164(a-e) describes an Addendum's scope as follows:

(a) The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.
(b) An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.
(c) An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration.
(d) The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project.
(e) A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's required findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.

The City has accordingly prepared this Addendum to the GPFEIR because the proposed Project and Zoning Code text amendment will likely necessitate only minor revisions and will not require mitigation measures different from those adopted in the GPFEIR and incorporated as policies in the General Plan. The accompanying Initial Study/Environmental Checklist Form (Attachment #6) evaluates the Project and amendment's environmental impacts and cites mitigation measures from the GPFEIR as required.

The Project is consistent with the General Plan in that the General Plan designation, Entertainment, allows mixed-use development with residential components on upper levels. The site's zoning designation, also Entertainment, allows multi-family residential housing as a

permitted, by-right use, as long as the residential component is part of a mixed-use development and the residential units are placed above the ground floor. The Project is consistent with the General Plan in that it facilitates and encourages diversity in housing types.

The Applicant proposes 179 affordable senior units, which adds additional housing options in the City. The Project is further consistent with the Housing Element of the General Plan in that it contributes units towards the required Regional Housing Needs Assessment (RHNA) requirement. Finally, the proposed Project is consistent with the General Plan of the City as it meets a) high-density mixed-use, affordable residential development; b) is located in the City on a site of less than five acres; c) the site has no value as a habitat for endangered species, as it is in an urbanized area and is vacant; d) there are no anticipated impacts to traffic, noise, or air quality as the land use at the site is not substantially changing, and e) is adequately served by utilities and public services. The Project site is in an urbanized area, is not located within or near a scenic highway, contains no significant rocks or outcroppings, and would not impede any scenic views into or out of the Project site because no scenic views exist from or into the Project site. The site is designated Entertainment, zoned Entertainment and surrounded by other residential and commercial properties of similar size in an urbanized area.

The Applicant has adequately demonstrated that the Project will not generate unmitigated significant noise, traffic, parking, or other impacts detrimental to surrounding properties or the general welfare. The environmental-impact issues cited above are addressed in the EIR that was adopted as part of the General Plan 2040, which show that the Project does not present significant environmental impacts that cannot be mitigated by either existing regulations or specific mitigation measures that have been incorporated into the Project's Conditions of Approval and the General Plan 2040. The City has accordingly prepared an Addendum to the GPFEIR and the proposed Project and Zoning Code text amendment will likely necessitate only minor revisions and will not require mitigation measures different from those adopted in the GPFEIR and incorporated as policies in the General Plan. The accompanying Initial Study/Environmental Checklist Form evaluates the Project and amendment's environmental impacts and cites mitigation measures from the GPFEIR as required.

REQUIRED FINDINGS:

<u>DEVELOPMENT REVIEW PERMIT</u>

CMC § 20.84.210, Basis for Approval or Denial of a Development Review Permit.

- **20.84.210(a) The Project is consistent with the City of Cudahy General Plan, any applicable specific plan, and any plan of another governmental agency made applicable by statue or ordinance.**

  Support for Finding: The Project is compatible with the City's General Plan because it proposes an affordable senior housing development in the Mixed-Use General Plan designation and the Entertainment Zone, at a density allowable under the Cudahy Zoning Code with a density bonus.

- **20.84.210(b) The height, bulk, and other design features of structures are in proportion to the building site, and external features are balanced and unified to present a harmonious appearance.**

  Support for Finding: The proposed Project's structure's height is permitted for a development project in the Entertainment Zone with approval of a development agreement. The purpose of the development agreement requirement is for the City to have the capability to shape how new development will contribute positively to the City as a whole, and to ensure that new development will be integrated and comprehensively planned while creating special places that enhance the quality of life. The Project represents a harmonious appearance with nearby residences and commercial uses. Accordingly, the Project is consistent with the height, bulk, and other design features required by the City Zoning design guidelines and provides a unified and uniform appearance.

- **20.84.210(c) The Project design contributes to the physical character of the community, relates harmoniously to existing and anticipated development in the vicinity, and is not monotonously repetitive in and of itself or in conjunction with neighboring uses and does not contribute to excessive variety among neighboring uses.**

  Support for Finding: The existing surrounding properties include a mix of multi-family residences and commercial uses. The proposed development includes 179 affordable senior residential units, consistent with the height, bulk, and other design features found in the surrounding area. The proposed surface articulations include trimmed windows, pop-out terraces etc., and avoid monotonous repetition.

- **20.84.210(d) The site layout and the orientation and location of structures and their relationship to one another and to open spaces, parking areas, pedestrian walks, signs, illumination, and landscaping achieve safe, efficient, and harmonious development.**

  Support for Finding: The proposed Project site layout presents a balanced, axial plan that relates to similar structures along Atlantic Avenue and Santa Ana Street and the Atlantic Avenue Corridor. The Project's orientation beyond the setback and the open courtyards helps to screen the building's mass from the public right of way and adjacent properties. There are areas available for landscaping, including the front setback, the rear setback, the private open space and common areas. The parking's access driveway permits good visibility along the length of the project exterior and will have security lighting for safety.

- **20.84.210(e) The grading and site development show due regard for the qualities of the natural terrain and landscape and do not call for the indiscriminate destruction of trees, shrubs, and other natural features.**

  Support for Finding: The proposed Project site is vacant and has no existing natural landscaping or any trees or shrubs. Generally, the rest of the site is urbanized, flat and

there is little evidence of "natural" terrain. There are no "natural" features on the site. Moreover, the Project would add new landscaping, including trees and shrubs throughout the development.

- **20.84.210(f) The design, lighting, and placement of signs are appropriately related to the structure and grounds and are in harmony with the general development of the site.**

  Support for Finding: The Project will not have illuminated signage, with the exception for possible illuminated identifying address signs or minor signage for the on-site services on the front elevation. Signs must meet CMC standards for overall site illumination, property identification signs and the Conditions of Approval for the Project, and thus would be in harmony with the general development of the site.

- **20.84.210(g) Mechanical equipment, machinery, trash, and other exterior service areas are screened or treated in a manner which is in harmony with the design of the structures and grounds.**

  Support for Finding: There are no proposed exterior mechanical equipment, machinery, or service areas except for the trash enclosures which are located within an enclosed structure behind decorative view obscuring doors to prevent stormwater runoff and to provide further screening and meets zoning code requirements for multi-family developments. Other mechanical equipment must comply with CMC design guidelines and Building Code standards, which require that all mechanical equipment, machinery, trash, and other exterior service areas be screened from public view.

- **20.84.210(h) The Project shows proper consideration for adjacent residentially zoned or occupied property and does not adversely affect the character of such property.**

  Support for Finding: The Project shows proper consideration for adjacent residentially zoned or occupied property and does not adversely affect the character or value of such property. The proposed Project would re-develop a site that lies between occupied multiple-family residences and commercial uses. By introducing new, up-to-date residences with new landscaping, the Project would improve the character of the adjacent properties and maintain or improve property value. The design is consistent with the City's General Plan's Entertainment and Mixed-Use zoning designations, meets all development standards within the provisions of the Development Review Permit for the Project, is compatible and will complement the surrounding residential and commercial uses, and will not adversely affect the value or quality of the neighborhood.

<u>CONDITIONAL USE PERMIT – 231% RESIDENTIAL DENSITY BONUS</u>

Basis for Approval or Denial of a Conditional Use Permit for a 231% Density Bonus:

- **20.52.340(A)**. The Project is consistent with the affordable housing provisions of the General Plan.

Support for Finding: The Project's proposed increased density, governed by the terms of the Conditional Use Permit, would provide all 179 units as affordable units. This is consistent with the General Plan Land Use Element Policy 2.8, which allows for "different densities of development" when a project would supply housing for various income levels. The Project is requesting a density bonus as permitted by State and local law and must set aside all units as affordable. This is consistent with the General Plan Housing Element Policy 2.1 regarding supporting housing availability for all economic segments. The Project would supply new residential units with habitable floor areas based on the unit type. All units would be characterized as "affordable" to residents with low incomes, consistent with General Plan Housing Element Policy 2.5. Finally, the Project would construct new housing and commercial development on a parcel in an existing mixed-use designation. It will rehabilitate the Property, consistent with General Plan Housing Element Policy 3.5.

- **20.52.340(B)**. The Project sets aside no less than the percentage and type of units required to earn a density bonus of 231 percent (231%) under the state density bonus law.

  Support for Finding: The Applicant is required to set aside all units as affordable, pursuant to California Government Code § 65915 and to CMC § 20.52.300 et seq. and is subject to the provisions and conditions of the Development Agreement.

- **20.52.340(C)**. The Applicant has adequately demonstrated that the Project will not generate unmitigated significant noise, traffic, parking, or other impacts detrimental to surrounding properties or the general welfare.

  Support for Finding: The Applicant has adequately demonstrated that the Project will not generate unmitigated significant noise, traffic, parking, or other impacts detrimental to surrounding properties or the general welfare. The environmental-impact issues cited above are addressed in the EIR that was adopted as part of the General Plan 2040, which show that the Project does not present significant environmental impacts that cannot be mitigated by either existing regulations or specific mitigation measures that have been incorporated into the Project's Conditions of Approval and the General Plan 2040. The City has accordingly prepared an Addendum to the GPFEIR and the proposed Project and Zoning Code text amendment will likely necessitate only minor revisions and will not require mitigation measures different from those adopted in the GPFEIR and incorporated as policies in the General Plan. The accompanying Initial Study/Environmental Checklist Form evaluates the Project and amendment's environmental impacts and cites mitigation measures from the GPFEIR as required.

Additional Findings for Approval:

- **There are adequate provisions for public and emergency vehicle access, fire protection, sanitation, water, and public utilities and services to ensure that the proposed development would not be detrimental to public health and safety**.

  Support for Finding: Planning staff and the Los Angeles County Fire Department reviewed the site plan. With application of the Conditions of Approval, the proposed site plan complies with the City's Zoning Code and Fire Department requirements related to vehicle access, fire protection, sanitation, water, and public utilities and services.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Based upon the proposed development, associated entitlements, and Staff's assessment, the proposed Project is subject to an Addendum to the previously adopted and certified General Plan EIR, pursuant to Article 11, Section 15164 of the California Environmental Quality Act ("CEQA").

This Addendum has been prepared in conformance with CEQA (California Public Resources Code Section 21000 et seq.), California CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.), and the rules, regulations, and procedures for implementation of CEQA, as adopted by the City of Cudahy. The principal CEQA and CEQA Guidelines sections governing content of this document are Section 21157.1 (Review of Subsequent Projects Described in Report; Requirements); Sections 15162 (Subsequent Documents and Negative Declarations) and 15164 (Addendum to an EIR or Negative Declaration).

The Project is consistent with the General Plan in that the General Plan designation, Entertainment, allows mixed-use development with residential components on upper levels. The site's zoning designation, also Entertainment, allows multi-family residential housing as a permitted, by-right use, as long as the residential component is part of a mixed-use development and the residential units are placed above the ground floor. The Project is consistent with the General Plan in that it facilitates and encourages diversity in housing types.

The Applicant proposes 179 affordable senior units, which adds additional housing options in the City. The Project is further consistent with the Housing Element of the General Plan in that it contributes units towards the required Regional Housing Needs Assessment (RHNA) requirement. Finally, the proposed Project is consistent with the General Plan of the City as it meets a) high-density mixed-use, affordable residential development; b) is located in the City on a site of less than five (5) acres; c) the site has no value as a habitat for endangered species, as it is in an urbanized area and is vacant; d) there are no anticipated impacts to traffic, noise, or air quality as the land use at the site is not substantially changing, and e) is adequately served by utilities and public services. The Project site is in an urbanized area, is not located within or near a scenic highway, contains no significant rocks or outcroppings, and would not impede any scenic views into or out of the Project site because no scenic views exist from or into the Project site. The site is designated Entertainment, zoned Entertainment and surrounded by other residential and commercial properties of similar size in an urbanized area.

The Applicant has adequately demonstrated that the Project will not generate unmitigated significant noise, traffic, parking, or other impacts detrimental to surrounding properties or the general welfare.

The environmental-impact issues cited above are addressed in the EIR that was adopted as part of the General Plan 2040, which show that the Project does not present significant environmental impacts that cannot be mitigated by either existing regulations or specific mitigation measures that have been incorporated into the Project's Conditions of Approval and the General Plan 2040. The City has accordingly prepared an Addendum to the GPFEIR and the proposed Project and Zoning Code text amendment will likely necessitate only minor revisions and will not require mitigation measures different from those adopted in the GPFEIR and incorporated as policies in the General Plan. The accompanying Initial Study/Environmental Checklist Form evaluates the project and amendment's environmental impacts and cites mitigation measures from the GPFEIR as required.

ATTACHMENTS:

1. Location Map
2. Proposed Development Plans
3. Draft Development Agreement (attached as Exhibit A to Resolution No. 20-32 and Exhibit A to Ordinance No. 711).
4. Resolution No. 20-31 (approving the DRP and CUP/DB)
5. Resolution No. 20-32 (approving the Development Agreement)
6. Ordinance No 711 (approving the Development Agreement)
7. Ordinance No. 710 (adopting on first reading AZC)
8. Addendum to the General Plan EIR

ATTACHMENT #1

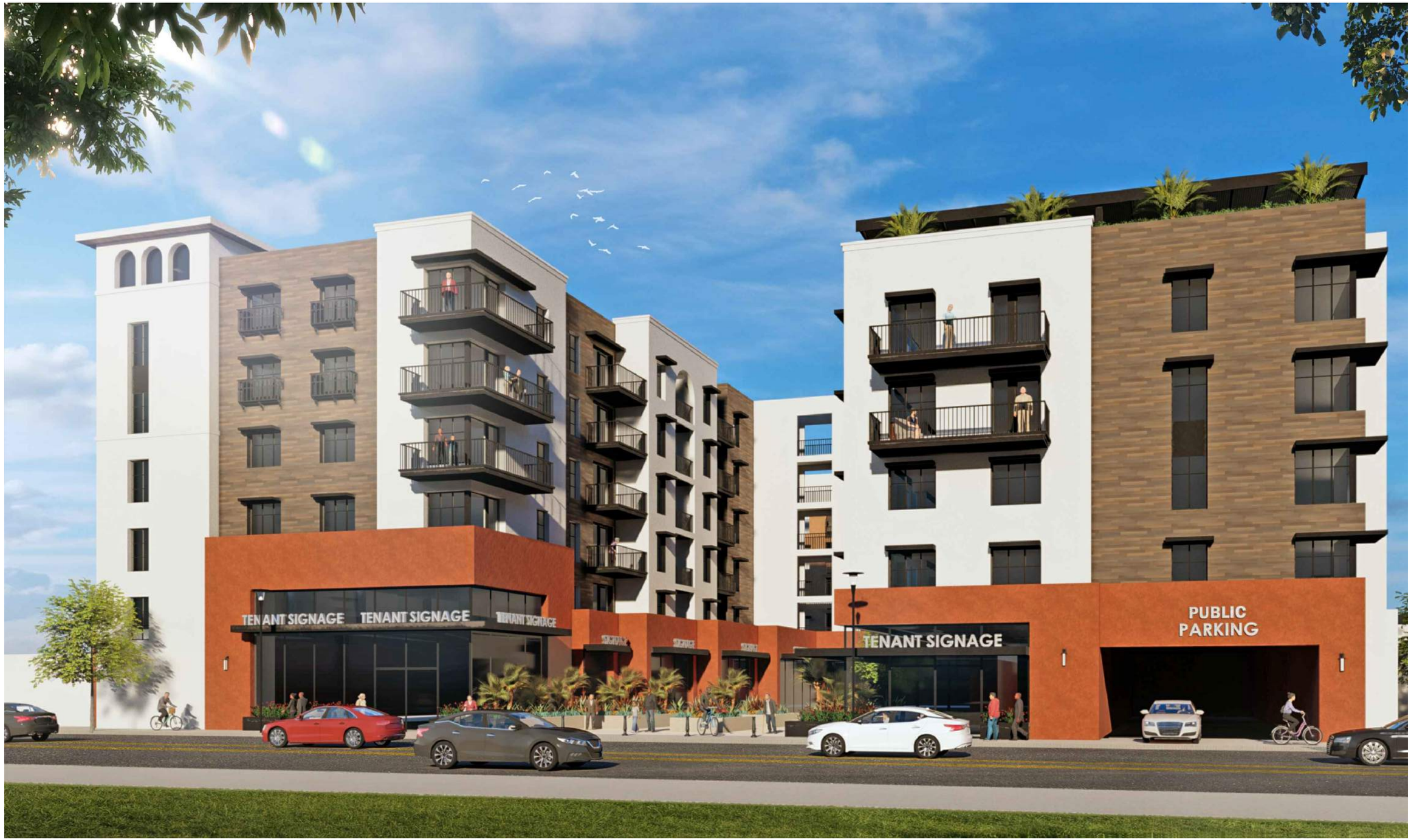
LOCATION MAP

LOCATION MAP

4610 Santa Ana Street

ATTACHMENT #2

PROPOSED DEVELOPMENT PLANS



TSM ARCHITECTS

Prima Development
www.primadev.org

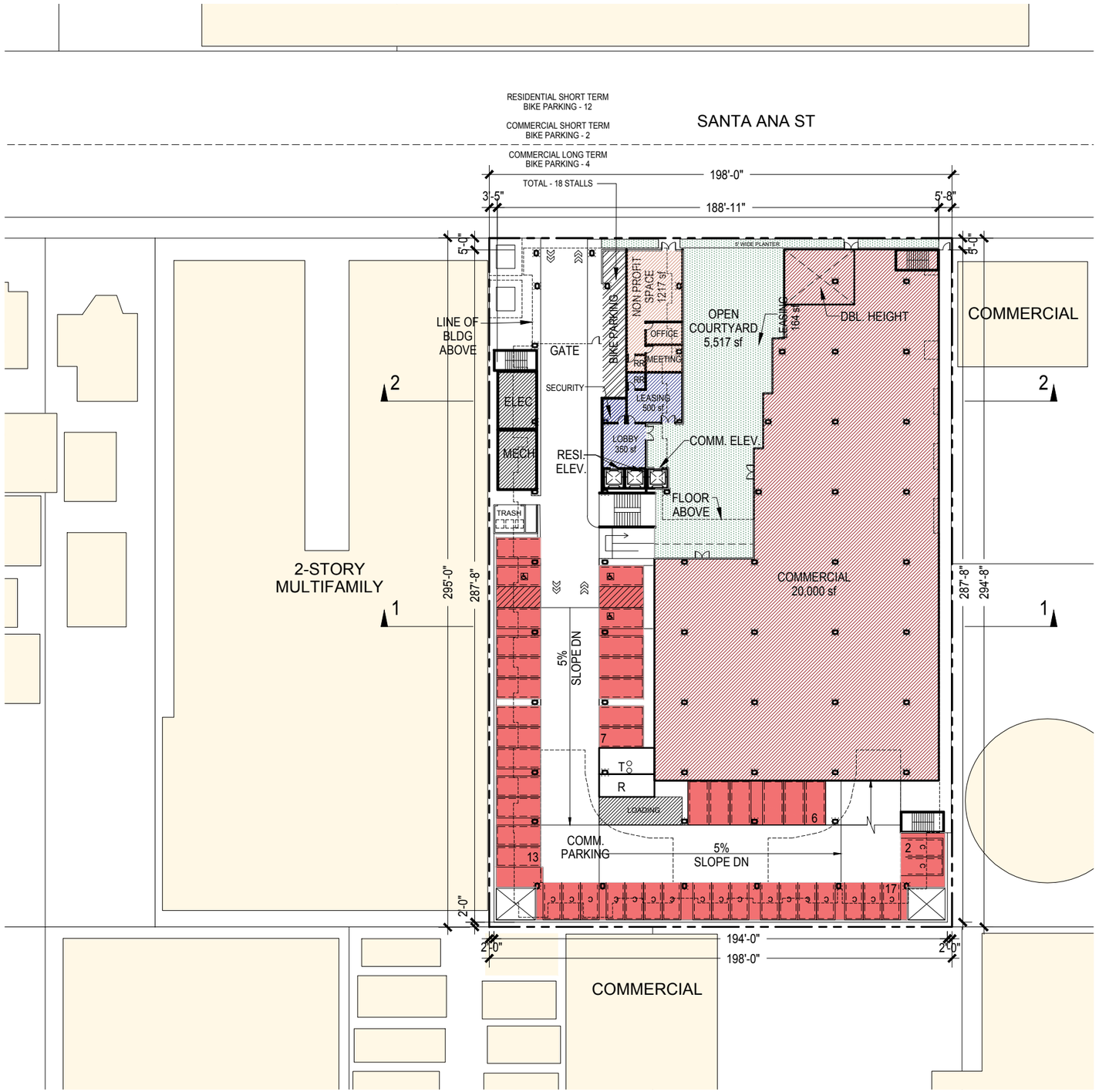
PROPOSED SENIOR MIXED USE CENTER

4610 Santa Ana Cudahy, CA | Prima Development

togawa smith martin, inc. | www.tsminc.com | OCTOBER 8, 2020

COPYRIGHT © 2020
THIS INFORMATION IS CONCEPTUAL IN NATURE AND IS SUBJECT TO ADJUSTMENTS PENDING FURTHER VERIFICATION WITH CLIENT, TENANT, AND AUTHORITIES HAVING JURISDICTION. NO WARRANTIES OR GUARANTIES OF ANY KIND ARE GIVEN OR IMPLIED BY THE ARCHITECT.

A-00



APN#: 6224-019-014
Address: 4610 Santa Ana Street, Cudahy, CA 90201
Property Owner: Cudahy Successor Agency

Zone: Ent - Entertainment

Lot area: 58,340 sf (1.33 ac)

Proposed Use:
Mixed Use: 100% affordable senior apartments over ground level Commercial (Community Serving Commercial Space)
Allowable per 20.20.020

Project Density:
Residential per Mixed Use Standards for CMU Zone - 40 du/ac
Total proposed density: 134.6 du/ac
Affordable Density Incentive: 337 % Density Increase

FAR:
Allowable FAR (commercial only) = 2:1
Proposed FAR: 29,883 sf/58340 sf = 0.51

UNIT COUNT/MIX

Total	%	SF/Unit	
155	86.50%	527 SF	
24	13.41%	714 SF	
179	100%		

Height: Maximum allowable for Mixed Use
CMU Zone = 4 + 2 per 20.28.040 & 20.56.060
Proposed = 6 stories

Setbacks: Commercial:

Required	Provided
Front: 0 ft	5 ft
Side: 0 ft	5 ft
Rear: 0 ft	60 ft

Residential:

Required	Proposed
Front 0 ft	5 ft
Side 0-10 ft	10 ft
Rear 0-10 ft	10 ft

Common Open Space:
Required: 280 sf/du x 179 du = 50,120 sf
Provided: Courtyard @ Podium: 11,660 sf
Courtyard @ Grade: 5,517 sf
Community Room: 1,350 sf
Roof Deck: 2,530 sf
Total Provided: 21,057 sf

Total reduction requested 58%
Less 20% reduction allow per 20.52.363
Additional reduction requested: 38%

Private Open Space: Required: 200 sf/du x 179 = 35,800 sf
Provided:
155 1B at 50 sf = 7,750 sf
24 2B at 75 sf = 1,800 sf
Total Provided = 9,550 sf
Total reduction requested 73.3%
Less 20% reduction allow per 20.52.363
Additional reduction requested: 53.3%

PARKING REQUIRED							
	Residential	178 units	.5 stalls			89	
		MGR	1 stall			1	
		Total Residential				90	90
	Commercial	Pace Ctr		13,000	3/1000	39	
		Clinic		7,000	5/1000	35	
		Comm Services Facility		1,200	2.5/1000	3	
		Total Commercial				77	77
	Grand Total Required						167

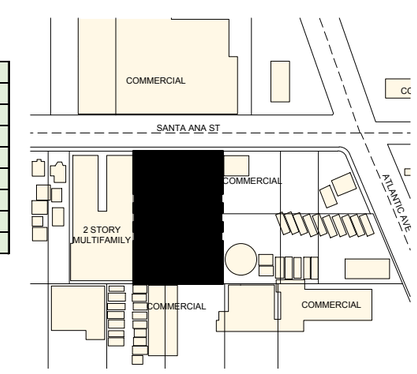
PARKING PROVIDED							
	Residential						90
	Commercial						77
	Flex Parking						15
	Grand Total Provided						182
						At Grade	45
						At Basement	137
							182

Bike Parking:
Residential: Long term: 1-25 (1 per du)
26-100 (1 per 1.5 du)
101-179 (1 per 2 du)
Total
Short term: 1-25 (1 per 10 du)
26-100 (1 per 15 du)
101-179 (1 per 20 du)
Total
Commercial: Long term: 1 per 5,000 (20,000)
Short term: 1 per 10,000 (20,000)
Total Bikes required

Affordable Housing Incentives:
1. Additional Density Increase from 40 du/ac to 134.6
2. Common Open Space Reduction from 20% to 58%
3. Private Open Space Reduction from 20% to 73.3%
4. Reduced Parking per Affordable Density Bonus Law

GROSS AREA SUMMARY	1	2	3	5	6	6	TOTAL
	Type I	Type IIIA	Type IIIA	Type IIIA	Type IIIA	Type IIIA	
Residential Area	0	18,853	20,434	20,434	20,434	18,666	98821
Covered Balconies	0	2,200	2,350	2,350	2,350	2,350	11600
Corrodors.tairs	3,500	5,200	5,200	5,200	5,200	5,200	29,500
Total	**3500**	**26,253**	**27,984**	**27,984**	**27,984**	**26,216**	**139921**
Leasing & Amenity Area	600	1,300	300	300	300	300	3100
Commercial Area	21,200	0	0	0	0	0	21,200
Utilities	1,700	110	110	110	110	110	2,250
Parking area	18,888	0	0	0	0	0	18,888
Total	45888	27,663	28,394	28,394	28,394	26,626	185359
Subterranean Parking	50,900						50,900
Total Type IA	96788						
Grand Total							236259

UNIT SUMMARY			
LEVEL	1 BDRM	2 BDRM	TOTAL
1	0	0	0
2	29	5	34
3	32	5	37
4	32	5	37
5	32	5	37
6	30	4	34
TOTAL	155	24	179



TSM ARCHITECTS
Prima Development
www.primadev.org

PROPOSED SENIOR MIXED USE CENTER

4610 Santa Ana Cudahy, CA | Prima Development

togawa smith martin, inc. | www.tsminc.com | OCTOBER 8, 2020

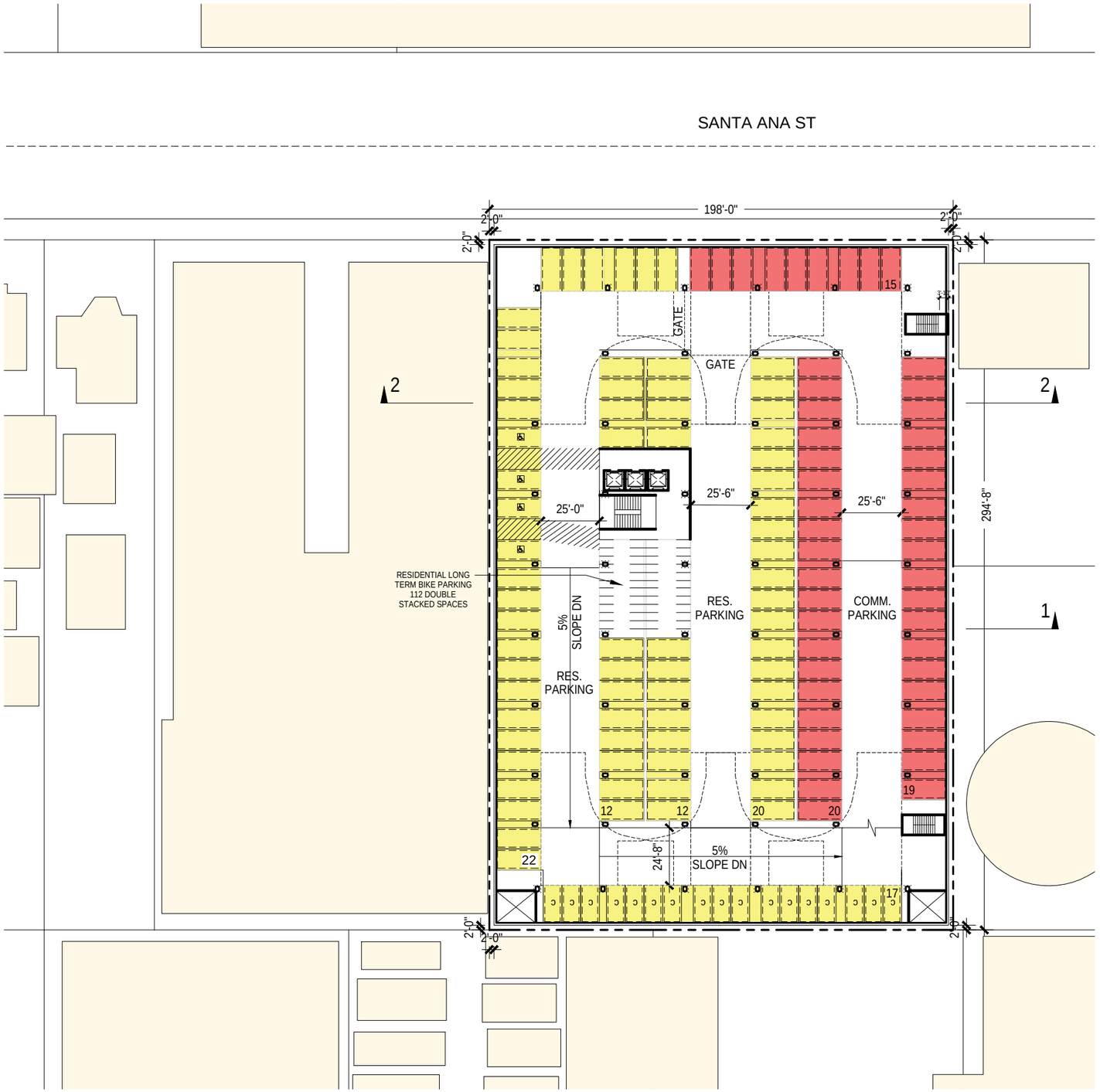
COPYRIGHT © 2020
THIS INFORMATION IS CONCEPTUAL IN NATURE AND IS SUBJECT TO ADJUSTMENTS PENDING FURTHER VERIFICATION WITH CLIENT, TENANT, AND AUTHORITIES HAVING JURISDICTION. NO WARRANTIES OR GUARANTIES OF ANY KIND ARE GIVEN OR IMPLIED BY THE ARCHITECT.

OPT 3

0 25' 50' 100' scale: 1" = 50'-0"

LEVEL 1

A-01



Total this level
137 stalls

TSM ARCHITECTS

Prima Development
www.primadev.org

PROPOSED SENIOR MIXED USE CENTER

4610 Santa Ana Cudahy, CA | Prima Development

togawa smith martin, inc. | www.tsminc.com | OCTOBER 8, 2020

COPYRIGHT © 2020
THIS INFORMATION IS CONCEPTUAL IN NATURE AND IS SUBJECT TO ADJUSTMENTS PENDING FURTHER VERIFICATION WITH CLIENT, TENANT, AND AUTHORITIES HAVING JURISDICTION. NO WARRANTIES OR GUARANTIES OF ANY KIND ARE GIVEN OR IMPLIED BY THE ARCHITECT.

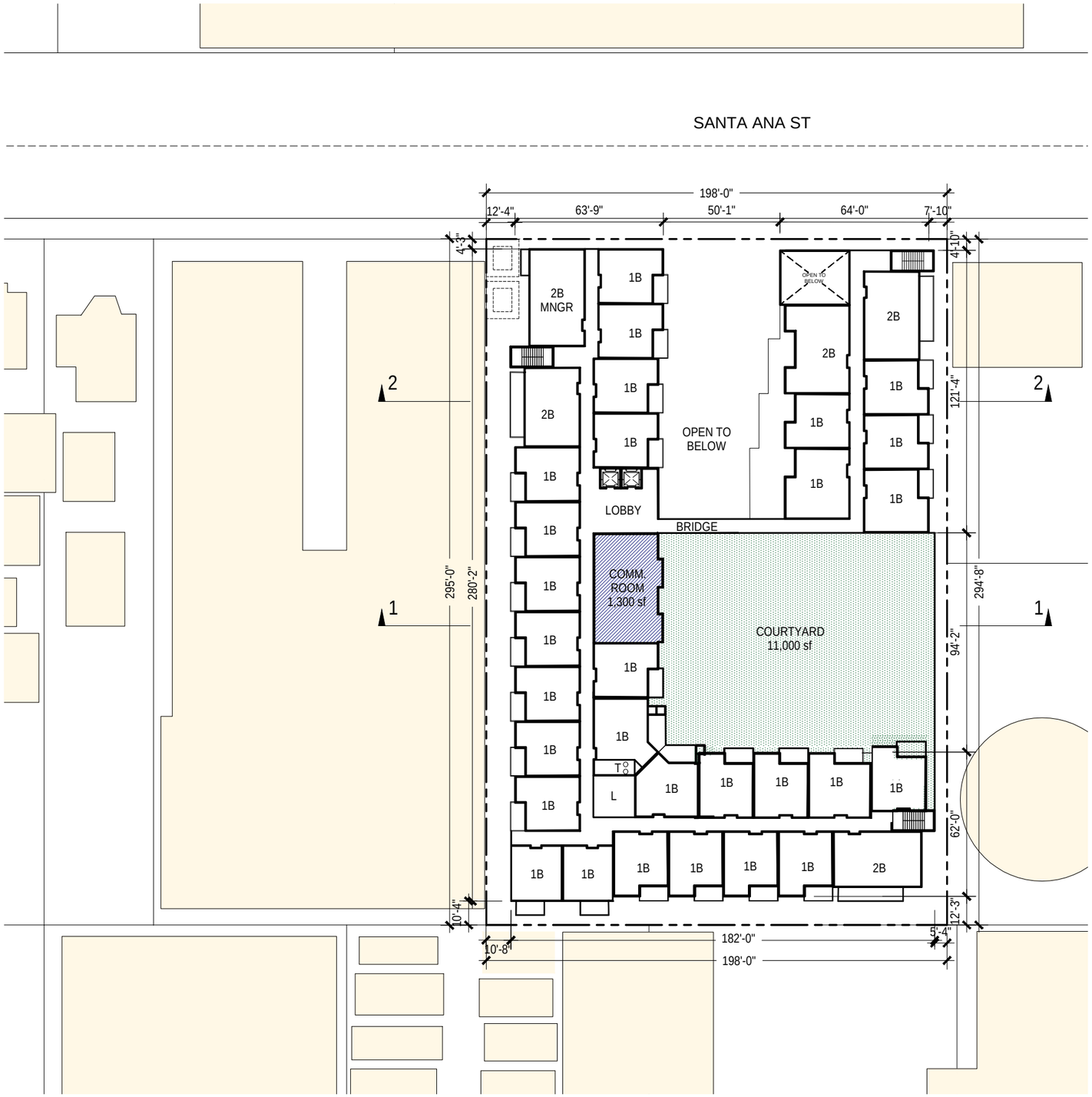
OPT 3

0 25' 50' 100'

scale: 1" = 50'-0"

P1 LEVEL

A-02



TSM ARCHITECTS

Prima Development
www.primadev.org

PROPOSED SENIOR MIXED USE CENTER

4610 Santa Ana Cudahy, CA | Prima Development

togawa smith martin, inc. | www.tsminc.com | OCTOBER 8, 2020

COPYRIGHT © 2020
THIS INFORMATION IS CONCEPTUAL IN NATURE AND IS SUBJECT TO ADJUSTMENTS PENDING FURTHER VERIFICATION WITH CLIENT, TENANT, AND AUTHORITIES HAVING JURISDICTION. NO WARRANTIES OR GUARANTIES OF ANY KIND ARE GIVEN OR IMPLIED BY THE ARCHITECT.

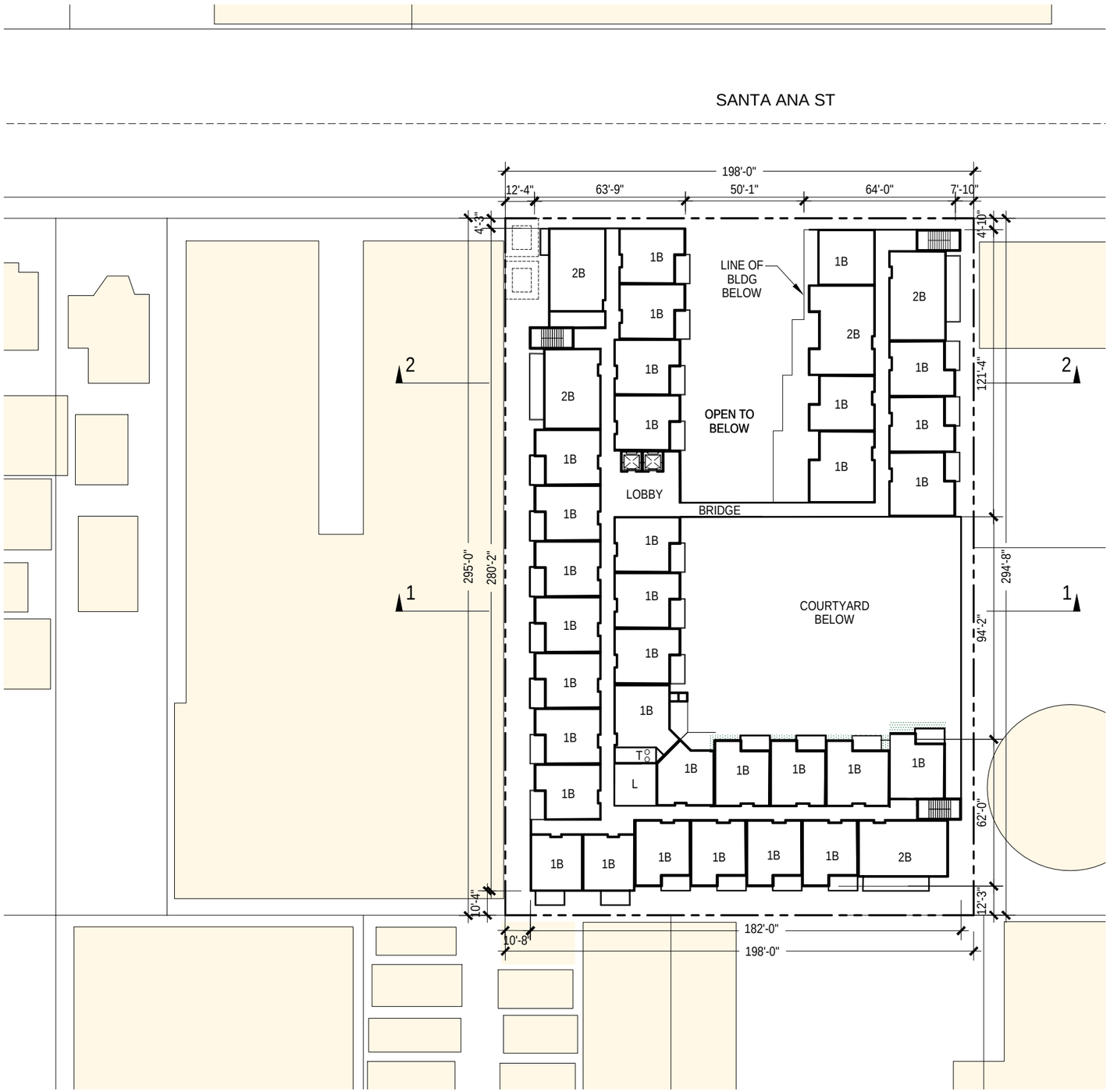
OPT 3

0 25' 50' 100'

scale: 1" = 50'-0"

LEVEL 2

A-0



PROPOSED SENIOR MIXED USE CENTER

4610 Santa Ana Cudahy, CA | Prima Development

togawa smith martin, inc. | www.tsminc.com | OCTOBER 8, 2020

TSM ARCHITECTS

Prima Development www.primadev.org

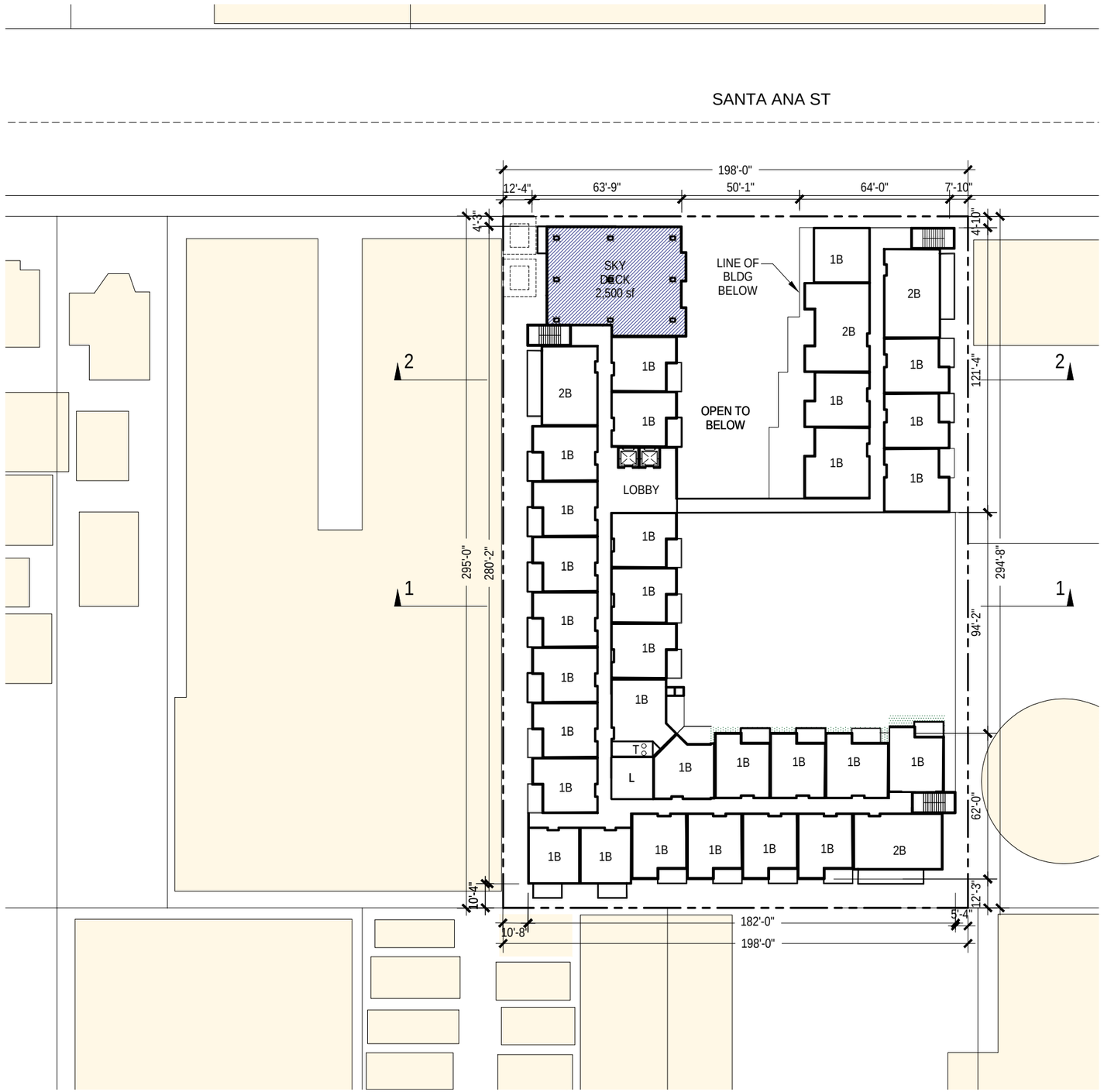
COPYRIGHT © 2020
THIS INFORMATION IS CONCEPTUAL IN NATURE AND IS SUBJECT TO ADJUSTMENTS PENDING FURTHER VERIFICATION WITH CLIENT, TENANT, AND AUTHORITIES HAVING JURISDICTION. NO WARRANTIES OR GUARANTIES OF ANY KIND ARE GIVEN OR IMPLIED BY THE ARCHITECT.

0 25' 50' 100' scale: 1" = 50'-0"

OPT 3

LEVELS 3

A-04



PROPOSED SENIOR MIXED USE CENTER

4610 Santa Ana Cudahy, CA | Prima Development

togawa smith martin, inc. | www.tsminc.com | OCTOBER 8, 2020

TSM ARCHITECTS

Prima Development www.primadev.org

COPYRIGHT © 2020
THIS INFORMATION IS CONCEPTUAL IN NATURE AND IS SUBJECT TO ADJUSTMENTS PENDING FURTHER VERIFICATION WITH CLIENT, TENANT, AND AUTHORITIES HAVING JURISDICTION. NO WARRANTIES OR GUARANTIES OF ANY KIND ARE GIVEN OR IMPLIED BY THE ARCHITECT.

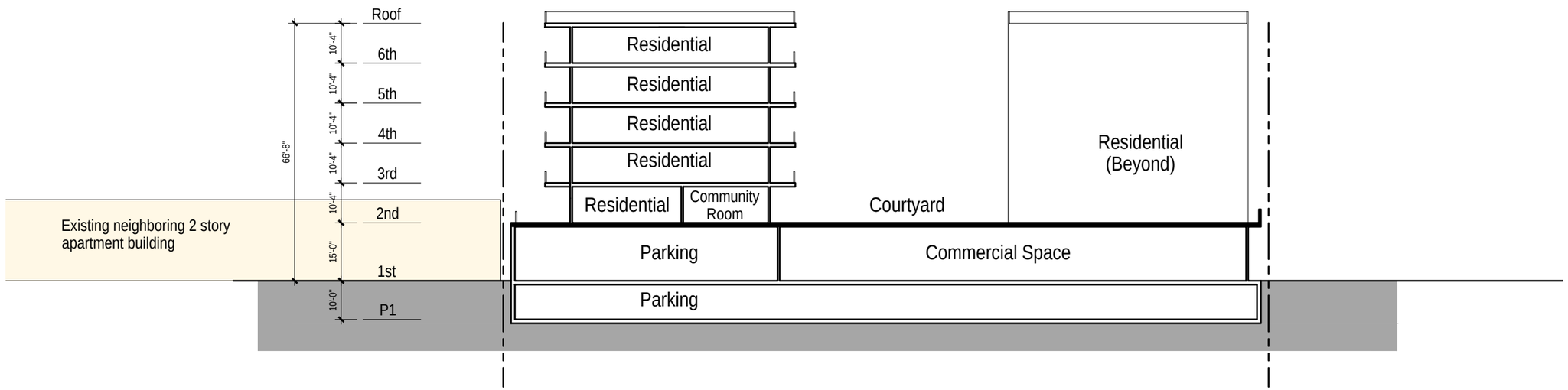
OPT 3

LEVEL

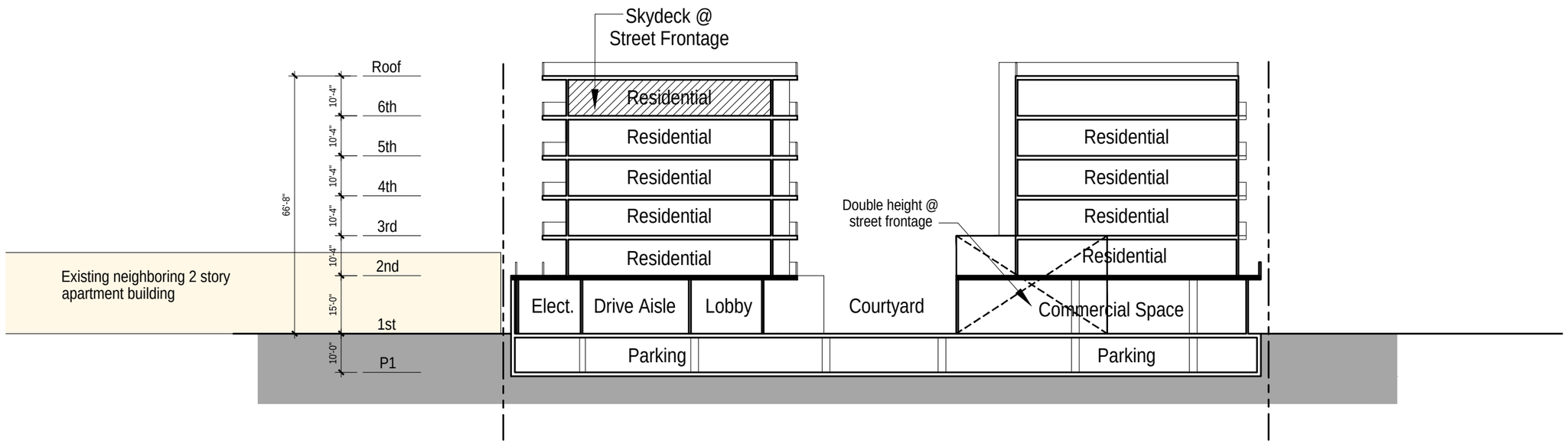
0 25' 50' 100'

scale: 1" = 50'-0"

A-05



SECTION 1



SECTION 2

PROPOSED SENIOR MIXED USE CENTER

4610 Santa Ana Cudahy, CA | Prima Development

togawa smith martin, inc. | www.tsminc.com | OCTOBER 8, 2020

OPT 3

COPYRIGHT © 2020
THIS INFORMATION IS CONCEPTUAL IN NATURE AND IS SUBJECT TO ADJUSTMENTS PENDING FURTHER VERIFICATION WITH CLIENT, TENANT, AND AUTHORITIES HAVING JURISDICTION. NO WARRANTIES OR GUARANTIES OF ANY KIND ARE GIVEN OR IMPLIED BY THE ARCHITECT.

0 15' □0' 60' scale: 1" = □0'-0"

SECTIONS

A-06

1	**Stucco**	White Smooth Plaster Dunn-Edwards or Equal
2	**Stucco**	Light Brown Smooth Plaster Dunn-Edwards or Equal
3	**Stucco**	Dark Gray Smooth Plaster Dunn-Edwards or Equal
4	**Stucco**	Orange Smooth Plaster Dunn-Edwards or Equal
5	**Fiber Cement Siding**	Vintagewood Nichiha or Equal
6	**Vinyl Windows/Doors**	Bronze VPI Windows or Equal
7	**Aluminum Storefront Windows & Doors**	Dark Bronze CR Laurence or Equal
8	**Metal Canopy/Awning**	Aluminum Composite Paint Dark Gray Alumakor or Equal
9	**Metal Railing**	Dark Gray Railcraft or Equal
10	**Painted Metal Trellis**	Dark Gray Muddox or Equal
11	**Concrete Roof Title**	Madera Blend US Tile or Equal
12	**Internally Lighted Channel Letters**	

MATERIALS LEGEND

1. Stucco #1
2. Stucco #2
3. Stucco #3
4. Stucco #4
5. Fiber Cement Siding
6. Vinyl Windows/Doors
7. Aluminum Storefront Windows & Doors
8. Metal Canopy/Awning
9. Metal Railing
10. Painted Metal Trellis
11. Concrete Roof Tile
12. Internally Lighted Channel Letters

TSM ARCHITECTS

Prima Development
www.primadev.org

PROPOSED SENIOR MIXED USE CENTER

OPT 3

NORTH ELEVATION

4610 Santa Ana Cudahy, CA | Prima Development

togawa smith martin, inc. | www.tsminc.com | OCTOBER 8, 2020

COPYRIGHT © 2020
THIS INFORMATION IS CONCEPTUAL IN NATURE AND IS SUBJECT TO ADJUSTMENTS PENDING FURTHER VERIFICATION WITH CLIENT, TENANT, AND AUTHORITIES HAVING JURISDICTION. NO WARRANTIES OR GUARANTIES OF ANY KIND ARE GIVEN OR IMPLIED BY THE ARCHITECT.

0 10' 20' 40'

scale: 1" = 20'-0"

A-0

MATERIALS LEGEND

1. Stucco #1
2. Stucco #2
3. Stucco #3
4. Stucco #4
5. Fiber Cement Siding
6. Vinyl Windows/Doors
7. Aluminum Storefront Windows & Doors
8. Metal Canopy/Awning
9. Metal Railing
10. Painted Metal Trellis
11. Concrete Roof Tile
12. Internally Lighted Channel Letters

TSM ARCHITECTS

Prima Development
www.primadev.org

PROPOSED SENIOR MIXED USE CENTER

4610 Santa Ana Cudahy, CA | Prima Development

togawa smith martin, inc. | www.tsminc.com | OCTOBER 8, 2020

COPYRIGHT © 2020
THIS INFORMATION IS CONCEPTUAL IN NATURE AND IS SUBJECT TO ADJUSTMENTS PENDING FURTHER VERIFICATION WITH CLIENT, TENANT, AND AUTHORITIES HAVING JURISDICTION. NO WARRANTIES OR GUARANTIES OF ANY KIND ARE GIVEN OR IMPLIED BY THE ARCHITECT.

OPT 3

SOUTH ELEVATION

0 10' 20' 40'

scale: 1" = 20'-0"

A-0

MATERIALS LEGEND

1. Stucco #1
2. Stucco #2
3. Stucco #3
4. Stucco #4
5. Fiber Cement Siding
6. Vinyl Windows/Doors
7. Aluminum Storefront Windows & Doors
8. Metal Canopy/Awning
9. Metal Railing
10. Painted Metal Trellis
11. Concrete Roof Tile
12. Internally Lighted Channel Letters

TSM ARCHITECTS

Prima Development
www.primadev.org

PROPOSED SENIOR MIXED USE CENTER

4610 Santa Ana Cudahy, CA | Prima Development

togawa smith martin, inc. | www.tsminc.com | OCTOBER 8, 2020

COPYRIGHT © 2020
THIS INFORMATION IS CONCEPTUAL IN NATURE AND IS SUBJECT TO ADJUSTMENTS PENDING FURTHER VERIFICATION WITH CLIENT, TENANT, AND AUTHORITIES HAVING JURISDICTION. NO WARRANTIES OR GUARANTIES OF ANY KIND ARE GIVEN OR IMPLIED BY THE ARCHITECT.

OPT 3

☐ EST ELEVATION

0 10' 20' 40'

scale: 1" = 20'-0"

A-0☐

MATERIALS LEGEND

1. Stucco #1
2. Stucco #2
3. Stucco #3
4. Stucco #4
5. Fiber Cement Siding
6. Vinyl Windows/Doors
7. Aluminum Storefront Windows & Doors
8. Metal Canopy/Awning
9. Metal Railing
10. Painted Metal Trellis
11. Concrete Roof Tile
12. Internally Lighted Channel Letters

TSM ARCHITECTS

Prima Development
www.primadev.org

PROPOSED SENIOR MIXED USE CENTER

4610 Santa Ana Cudahy, CA | Prima Development

togawa smith martin, inc. | www.tsminc.com | OCTOBER 8, 2020

COPYRIGHT © 2020
THIS INFORMATION IS CONCEPTUAL IN NATURE AND IS SUBJECT TO ADJUSTMENTS PENDING FURTHER VERIFICATION WITH CLIENT, TENANT, AND AUTHORITIES HAVING JURISDICTION. NO WARRANTIES OR GUARANTIES OF ANY KIND ARE GIVEN OR IMPLIED BY THE ARCHITECT.

OPT 3

0 10' 20' 40'

scale: 1" = 20'-0"

EAST ELEVATION

A-10

NORTH ENLARGED ELEVATION

NORTH ENLARGED ELEVATION 2

TSM ARCHITECTS

Prima Development
www.primadev.org

PROPOSED SENIOR MIXED USE CENTER

4610 Santa Ana Cudahy, CA | Prima Development

togawa smith martin, inc. | www.tsminc.com | OCTOBER 8, 2020

COPYRIGHT © 2020
THIS INFORMATION IS CONCEPTUAL IN NATURE AND IS SUBJECT TO ADJUSTMENTS PENDING FURTHER VERIFICATION WITH CLIENT, TENANT, AND AUTHORITIES HAVING JURISDICTION. NO WARRANTIES OR GUARANTIES OF ANY KIND ARE GIVEN OR IMPLIED BY THE ARCHITECT.

OPT 3

SIGNAGE LIGHTING

0 5' 10' 20' scale: 1" = 10'-0"

A-11

ATTACHMENT #3

DRAFT DEVELOPMENT AGREEMENT

(ATTACHED AS EXHIBIT A TO RESOLUTION NO. 20-32 AND EXHIBIT A TO ORDINANCE NO. 711).

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
City of Cudahy
c/o City Clerk
5220 Santa Ana Street
Cudahy, CA 90201

(Space Above Line for Recorder's Use)

DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF CUDAHY
AND
PRIMA DEVELOPMENT, INC.

TABLE OF CONTENTS

SECTION 1 DEFINITIONS 4

1.1 100% Affordable Senior Housing Project. 4

1.2 Authorizing Ordinance 4

1.3 City 4

1.4 Development 5

1.5 Development Agreement 5

1.6 Development Agreement Date 5

1.7 Development Agreement Ordinance 5

1.8 Development Agreement Statute 5

1.9 Development Approvals 5

1.10 Development Fees 5

1.11 Development Plan 6

1.12 Discretionary Action(s), Discretionary Approval(s), or Discretionary Permit(s) 6

1.13 CMC 6

1.14 Existing Development Approvals 6

1.15 Existing Land Use Regulations 6

1.16 General Plan 7

1.17 Ministerial Action(s), Ministerial Approval(s), or Ministerial Permit(s) 7

1.18 Minor Modification 7

1.18A. Mitigation Monitoring Program 8

1.19 Mortgage 8

1.20 Mortgagee 8

1.21 Developer 8

1.22 Parties 8

1.23 Processing Fees 8

1.24 Project 8

1.25 Property 8

1.26 Public Improvement Installation Agreement 8

1.27 Senior Citizen 9

1.28 Subsequent Development Approvals 9

1.29 Subsequent Land Use Regulations....9
1.30 Term....9
1.31 Uniform Codes....9
1.32 Zoning Code....9
1.33 List of Exhibits to Development Agreement....10
SECTION 2 TERM....10
2.1 Duration of Term of Development Agreement....10
2.2 Termination Due to Judicial Order....10
2.3 Termination of Development Agreement.....10
2.4 Effect of Expiration of Term of Development Agreement Prior to Completion of Project....11
2.5 Effect of Termination of Development Agreement Upon Development Approvals....11
SECTION 3 DESCRIPTION OF THE PROJECT....11
SECTION 4 EFFECT OF DEVELOPMENT AGREEMENT....16
SECTION 5 DEVELOPMENT OF PROJECT....16
5.1 Rights to Development of the Project....16
5.2 Vesting of Rights of Developer....16
5.3 Effect of Development Agreement on Land Use Regulations....17
5.4 Development of the Property.....17
5.4.1 Developer's Discretion in Timing of Development....17
5.4.2 Duty of City to Grant and Implement an Approval....17
5.4.3 Development Approvals, Consultations....18
5.4.3.1 Processing Obligations....18
5.4.4 Changes in the Project....19
5.4.4.1 Developer reserves the right to reduce.....19
5.4.4.2 Developer shall have the right to seek....19
5.4.4.3 Developer also reserves the right to relocate.....19
5.4.4.4 No change to the Project which is consistent....19
5.4.5 Developer's Right to Contest Increases in Processing Fees....19
SECTION 6 ENFORCEMENT....21
SECTION 7 PUBLIC BENEFITS....21
7.1 Purchase of Construction Materials from Local Businesses....21
7.2 22

7.3 22

7.4 22

SECTION 8 PUBLIC IMPROVEMENTS AND SERVICES 24

8.1 Public Improvements Required to Support the Project 24

8.2 Cooperation by City and Developer for Public Improvements. 24

8.3 Timing, Phasing and Sequence of Public Improvements and Facilities 24

8.4 Maintenance of Public Improvements Pending Acceptance by the City 24

SECTION 9 DEDICATIONS AND EXACTIONS 25

SECTION 10 DEVELOPMENT FEES 25

10.1 Development Fees Applicable to the Property. 25

10.2 Development Fees Applicable for Modified Development Approvals 26

SECTION 11 RESERVED 26

SECTION 12 FUTURE APPROVALS 26

12.1 Basis for Denying or Conditionally Granting Future Approvals 26

12.2 Standard of Review 26

SECTION 13 AMENDMENT 27

13.1 Initiation of Amendment 27

13.2 Procedure 27

13.3 Consent. 27

13.4 Effect of Amendment to Development Agreement 27

13.5 Operating Memoranda 27

SECTION 14 NON-CANCELLATION OF RIGHTS 28

SECTION 15 UNDERTAKINGS AND ASSURANCES CONTEMPLATED PROMOTED BY DEVELOPMENT AGREEMENT STATUTE 28

SECTION 16 RESERVED AUTHORITY 28

16.1 Reservation of Authority of the City. 28

16.1.1 Limitations, Reservations and Exceptions. 28

16.1.2 Modification or Suspension by Federal, State, County, or Multi-Jurisdictional Law 29

16.1.3 Regulation by Other Public Agencies 29

16.1.4 Future Voter Actions Not Applicable to the Project 29

16.1.5 Development Agreement/Development Approvals 30

SECTION 17 CANCELLATION 30
17.1 Initiation of Cancellation. 30
17.2 Procedure. 30
17.3 Consent of Developer and City 30
SECTION 18 PERIODIC REVIEW 30
18.1 Time for Review 30
18.2 Developer's Submission. 30
18.3 Findings 31
SECTION 19 EVENTS OF DEFAULT 31
19.1 Defaults by the Parties 31
19.2 Specific Performance Remedy 31
SECTION 20 MODIFICATION OR TERMINATION 32
20.1 Notice to Developer 32
20.2 Public Hearing. 32
20.3 Decision. 32
20.4 Standard of Review 32
20.5 Implementation 32
20.6 Schedule for Compliance 33
SECTION 21 ASSIGNMENT OF INTEREST OF THE DEVELOPER 33
21.1 Right to Assign. 33
21.2 Release Upon Transfer 33
SECTION 22 GENERAL 34
22.1 Force Majeure 34
22.2 Construction of Development Agreement 34
22.3 Severability 34
22.4 Cumulative Remedies 34
22.5 Indemnification 35
22.6 Cooperation in the Event of Legal Challenge 35
22.7 Public Agency Coordination 35
22.8 Initiative Measures 35
22.9 Attorneys' Fees 36
22.10 No Waiver 36
22.11 Authority to Execute 36

22.12 Notice. 36
22.12.1 To Developer 36
22.12.2 To City 37
22.13 Captions. 37
22.14 Consent. 37
22.15 Further Actions and Instruments 38
22.16 Subsequent Amendment to Authorizing Statute 38
22.17 Governing Law. 38
22.18 Effect on Title 38
22.19 Mortgagee Protection 38
22.20 Notice of Default to Mortgagee, Right of Mortgagee to Cure 38
22.21 Bankruptcy 39
22.22 Disaffirmance. 39
22.22.1 New Development Agreement upon Most Senior Mortgagee's Request 39
22.22.2 New Development Agreement Not Required 39
22.23 No Third-Party Beneficiaries 39
22.24 Jurisdiction and Venue 40
22.25 Project as a Private Undertaking 40
22.26 Restrictions. 40
22.27 Recitals 40
22.27.1 Recording 40
22.27.2 Entire Agreement 40
22.27.3 Successors and Assigns 40
22.27.4 Bindings Covenants 40
22.27.5 Exhibits 41
22.27.6 Survival of Certain Provisions Upon Termination of Development Agreement 41

DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF CUDAHY
AND
PRIMA DEVELOPMENT, INC.

This Development Agreement ("Development Agreement") is dated as of October 20, 2020, by and between the City of Cudahy, a municipal corporation, duly organized and existing under the Constitution and laws of the State of California, ("City") and Prima Development, Inc., a California nonprofit public benefit corporation ("Developer"), pursuant to the authority set forth in Article 2.5 of Chapter 4 of Division 1 of Title 7, Sections 65864 through 65869.5 of the California Government Code (the "Development Agreement Statute"). This Development Agreement shall take effect on the "Development Agreement Date" as this term is defined herein below.

RECITALS

This Development Agreement is predicated upon the following facts:

A. City is authorized, pursuant to California Government Code §§65864 through 65869.5 (the "Development Agreement Statute") and Part 9 of Title 20, Chapter 20.84 (the "Development Agreement Ordinance") of the Cudahy Municipal Code ("CMC") to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property in order to, among other things: encourage and provide for the development of public facilities in order to support development projects; provide certainty in the approval of development projects in order to avoid the waste of resources and the escalation in project costs and encourage investment in and commitment to comprehensive land use planning which will make maximum efficient utilization of resources at the least economic cost to the public; provide assurance to the applicants of development projects: (i) that they may proceed with their projects in accordance with existing policies, rules and regulations, subject to the conditions of approval of such projects and provisions of such development agreements, and (ii) encourage private participation in comprehensive planning and reduce the private and public economic costs of development;

B. As of the Development Agreement Date, the City of Cudahy as successor to the former Cudahy Community Development Commission (the "Successor Agency") owns a vacant 1.34-acre (58,370 square feet) parcel located at 4610 Santa Ana Street, Cudahy, CA 90201 (APN No. 6224-019-014) (the "Property") which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference;

C. City desires that upon the disposition of the Property by the Successor Agency to the Developer that the Property shall be developed in a manner consistent with the Entertainment Subdistrict of the Atlantic District use designation of the City's General Plan, and the Entertainment zoning classification of the City Zoning Code;

D. Developer and the Successor Agency have entered into an Exclusive Negotiation Agreement, dated as of July 14, 2020, pursuant to which the Developer has proposed to acquire

the Property from the Successor Agency on terms mutually acceptable to the Successor Agency and the Developer;

E. Separately, the Developer has submitted a development project application to the City dated September __, 2020, for the construction and improvement on the Proper of mixed-use development or "Project" which includes:

(i) the new construction of a Low-Income Housing Tax Credit ("LIHTC") project for very low-income and homeless seniors (inclusive of a density bonus) over ground level, which is a permitted use pursuant to CMC section 20.20.020 (the "Senior Citizen Housing Project"); and

(ii) an onsite healthcare clinic and other wellness-related uses, as well as space for a community-based organization and a common area on-site vehicle parking facility for both the Senior Housing Project and the Healthcare Office Project, which is also a permitted use pursuant to CMC section 20.20.020 ("Healthcare Office Project");

F. The Property and the Project will be subdivided into one or more parcels in order to accommodate a condominium plan for the development and operation of the Senior Citizen Housing Project and commercial condominium(s) for the Healthcare Office Project;

G. Pursuant to the provisions of the California Environmental Quality Act (Pub. Resources Code, § 21000 *et seq*.) ("CEQA") and the state guidelines for CEQA (Cal. Code Regs., tit. 14, § 15000 et seq.) ("CEQA Guidelines"), the City is the "lead agency" for the preparation and consideration of environmental documentation for the Project. In 2018, the City prepared an update to its General Plan and Zoning Code (CMC Title 20) and prepared and certified the associated "Cudahy General Plan Update Environmental Impact Report" (State Clearinghouse No. 2017071071) (hereinafter, the "EIR"). The EIR was certified by the Cudahy City Council (the "City Council") on _____ 2018 and focused on the impacts from changes to land use associated with buildout of the land use plan set forth in the update to the General Plan and impacts from the resulting population and employment growth in the City;

H. The City Council's 2018 approval of the EIR included approval of that certain EIR exhibit document entitled, "CEQA Findings of Fact and Statement of Overriding Considerations regarding the Final Program Environmental Impact Report for the City of Cudahy General Plan Update" (the "EIR Findings"). The EIR Findings provide requisite CEQA findings for the EIR and identify specific reasons why the update to the General Plan and Zoning Code are acceptable despite significant impacts that are infeasible to mitigate;

I. In connection with the approval of the Project, an addendum to the EIR (the "Addendum") has been prepared pursuant to CEQA Guidelines Section 15164 in order to determine whether any significant environmental impacts which were not identified in the EIR would result from the Project or whether previously identified significant impacts would be substantially more severe in connection with the Project;

J. The Cudahy Planning Commission (the "Planning Commission") conducted a duly noticed public hearing on September 28, 2020 to consider approval of Development Review

Permit No. 41-539, Conditional Use Permit No. 38-376, subject to the separate concurrence and approval by the City Council of a conditional use permit for the Project and a recommendation approval by the City Council of Development Agreement No. 20-01, and a recommendation of approval by the City Council to amend the zoning code to allow medical offices and adult day care facilities as conditionally permitted uses as components of mixed-use residential – commercial projects within the Entertainment (E) Zone and recommendation of approval of the Addendum and considered all related testimony and evidence in light of applicable laws. After the conclusion of such public hearing, the Planning Commission adopted Planning Commission Resolution No. ____ , entitled:

[INSERT CAPTION OF PLANNING COMMISSION RESOLUTION];

K. The City has conducted a public hearing on October 13, 2020 to consider the approval of the Development Agreement, the amendment of the zoning code to accommodate the Development of the Project and to approve a conditional use permit for the Project, including a density bonus to allow for the construction of up to 179 dwelling units as part of the Senior Citizen Housing Project element of the Project within the Entertainment (E) Zone and the Property and the Addendum in accordance with the State Development Agreement Law, CEQA, the CEQA Guidelines, and the CMC and considered all related testimony and evidence;

L. During such public hearing on October 13, 2020 the City Council considered all related testimony and evidence relating to the approval of a Conditional Use Permit No. ___ and the Development Agreement (first reading) in accordance with the State Development Agreement Law, and the Addendum, in accordance with , CEQA, the CEQA Guidelines, and the CMC;

M. Upon the conclusion of such public hearing, at which all related testimony and evidence was considered, the City Council: (1) approved City Council Resolution No. _____ affirming the recommendation and decision of the Planning Commission approving the Existing Development Approvals for the Project, as set forth in Planning Commission Resolution No. ___; (2) approved Ordinance No. ____ for first reading; and (3) approved City Council Resolution No. _____ certifying the Addendum as the appropriate environmental document for the Project and readopt the EIR Findings set forth in the EIR, pursuant to the findings set forth therein, and collectively such approvals by the Planning Commission and the City Council are referred to herein as the "Existing Development Approvals for the Project";

N. On October 13, 2020, the City Council found and determined that this Development Agreement: (i) is consistent with the objectives, policies, general land uses, and programs contained City's General Plan; (ii) complies with the uses authorized in the City Zoning Code under the Entertainment Zone; (iii) provides for the orderly development of the Property; and (iv) is entered into pursuant to and in compliance with the requirements of Section 65867 of the Development Agreement Statute;

O. City desires to accomplish the goals and objectives set forth in City's General Plan, and finds that the Project will accomplish their goals and objectives. The City has determined that the Project is consistent with the General Plan, the Entertainment Zone and the Existing Land Use Regulations, as defined below;

P. As consideration for the benefits gained by Developer from the vested rights acquired pursuant to the Development Agreement Statute, the City is requiring that Developer construct and install certain public improvements and provide other public benefits in connection with the Project;

Q. In order to avoid any misunderstandings or disputes which may arise from time to time between Developer and City concerning the proposed Project and to assure each party of the intention of the other as to the processing of any land use entitlements which now or hereafter may be required for the Project, the Parties believe it is desirable to set forth their intentions and understandings in this Development Agreement. In order for both City and Developer to achieve their respective objectives, it is imperative that each be as certain as possible that Developer will develop and that City will permit Developer to develop the Project and public improvements and other public benefits as approved by City within the time periods provided in this Development Agreement, except as otherwise indicated herein;

R. In preparing and adopting the General Plan and in granting the Existing Development Approvals, the City considered the health, safety and general welfare of the residents of City and prepared in this regard an extensive environmental impact report and other studies. Without limiting the generality of the foregoing, in preparing and adopting the General Plan and in granting the Existing Development Approvals, the City Council carefully considered and determined the projected needs (taking into consideration the planned development of the Project and all other areas within the City) for water service, sewer service, storm drains, electrical facilities, traffic/circulation infrastructure, police and fire services, paramedic and similar improvements, facilities and services and the appropriateness of the density and intensity of the development comprising the Project and the needs of City and surrounding areas for other infrastructure.

NOW, THEREFORE, PURSUANT TO THE AUTHORITY CONTAINED IN THE DEVELOPMENT AGREEMENT STATUTE, AND PURSUANT TO THE AUTHORIZING ORDINANCE, AND PURSUANT TO THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1 DEFINITIONS

In addition to the definition of certain terms or phrases set out in the recital paragraphs or in this Development Agreement, the following words and phrases are used as defined terms throughout this Development Agreement, and each defined term shall have the meaning set forth below.

1.1 100% Affordable Senior Housing Project. The words "100% Affordable Senior Citizen Housing Project" shall have the meaning ascribed in Section 3.3.

1.2 Authorizing Ordinance. "Authorizing Ordinance" means Ordinance No. _____ approving this Development Agreement.

1.3 City. "City" means the City of Cudahy, a municipal corporation, duly organized and existing under the Constitution and laws of the State of California.

1.4 Development. "Development" or "Redevelopment" means the improvement or renovation of the Property by the Developer for the purposes of completing the structures, improvements and facilities comprising the Project including, without limitation: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property, the construction of buildings, structures, and other facilities; the installation of landscaping, and the construction of other facilities and improvements necessary or appropriate for the Project. "Development" or "Redevelopment" does not mean the maintenance or repair of any building, structure, improvement, landscaping or facility by the Developer after the initial construction and completion thereof except as may be provided in one or more Development Approvals.

1.5 Development Agreement. "Development Agreement" means this Development Agreement and any subsequent amendments to this Development Agreement which have been made in compliance with the provisions of this Development Agreement, the Development Agreement Statute, and the Development Agreement Ordinance.

1.6 Development Agreement Date. Provided this Agreement has been fully executed by the Parties, the words "Development Agreement Date" means the effective date of the Authorizing Ordinance.

1.7 Development Agreement Ordinance. The "Development Agreement Ordinance" means Part 9 of Chapter 20.84 of Title 20 of the CMC.

1.8 Development Agreement Statute. The "Development Agreement Statute" means Sections 65864 through 65869.5 of the California Government Code as it exists on the Development Agreement Date.

1.9 Development Approvals. "Development Approvals" means the maps, permits and other entitlements of every kind and nature to use the Property which are approved or granted by City to the Developer in connection with Development of the Property. The Development Approvals include the Discretionary Approvals set forth in Planning Commission Resolution No. ____ and the City Council Resolution No. ____ as part of the Existing Development Approvals, and Development Approvals include each of the development grading, building and other similar Ministerial Approvals and Ministerial Permits which shall be issued by the City to the Developer during the course of the Development of the Project, upon application to the City by the Developer following the Development Agreement Date. To the extent that during the Term the Developer may apply to the City for an amendment or material modification of any of such Discretionary Permit or Ministerial Permit, the words "Development Approvals" shall include such matters as so approved by amendment adopted by the City. If this Development Agreement or the Authorizing Ordinance is required by law to be amended by action of the City Council following a public meeting in order for one or more elements of the "Development Approvals" to include any such amendment, the words "Development Approvals" shall not include such amendments unless and until this Development Agreement is so amended.

1.10 Development Fees. "Development Fees" shall have the meaning ascribed in Section 10.1 of this Development Agreement.

1.11 Development Plan. "Development Plan" means the Development of the Property pursuant to this Development Agreement, the Existing Development Approvals, the Existing Land Use Regulations and the Subsequent Development Approvals, and the Subsequent Land Use Regulations as applicable.

1.12 Discretionary Action(s), Discretionary Approval(s), or Discretionary Permit(s). "Discretionary Action(s)", "Discretionary Approval(s)", or "Discretionary Permit(s)" means an action related to the Development of the Project which requires the exercise of judgment, deliberation or discretion on the part of the City, including any board, agency, commission or department and any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from an activity which is defined herein as a Ministerial Action, Ministerial Approval, or Ministerial Permit.

1.13 CMC. "CMC" means the Cudahy Municipal Code.

1.14 Environmental Clean-up of the Property. "Environmental Clean-up of the Property" means the work of voluntary clean-up and removal of contaminates and chemicals of concern from the Property by Developer as part of the Development in order to appropriately protect the residents and users of the Project from exposure or contact with such contaminants or chemicals of concern. The regulatory oversight of the Environmental Clean-up of the Property shall be undertaken pursuant to a separate agreement by and between the Los Angeles County Consolidated Fire Protection District Waste Mitigation Unit, or the Regional Water Quality Control Board Los Angeles Region, or the State Department of Toxic Substances Control, as applicable, and Developer. As of the time of approval of the Development Agreement, Developer has informed the City that the estimated cost of the Developer's performance of the Environmental Clean-up of the Property shall be approximately $2,540,000.

1.15 Existing Development Approvals. "Existing Development Approvals" means all Development Approvals, including, without limitation, this Development Agreement, which the Developer has applied to the City for approval and which the City has approved on or before the Development Agreement Date.

1.16 Existing Land Use Regulations. "Existing Land Use Regulations" means all ordinances, laws, resolutions, codes, rules, regulations, moratoria, initiatives, policies, requirements, or guidelines of the City in effect on the Development Agreement Date, which govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Property, including, but not limited to, the General Plan, the Zoning Code, Mitigation Monitoring Program for the Project, and all other ordinances of City establishing subdivision standards, park regulations, impact or development fees and building and improvement standards. The term, Existing Land Use Regulations, excludes non-land use regulations, such as, City ordinances, resolutions, rules, regulations or official policies governing: business licenses issued by the City for the conduct of businesses, professions, and occupations; the control and abatement of nuisances; the granting of encroachment permits and the conveyance of rights and interests which provide for the use of the entry upon public property; public street traffic regulations and the like and/or the exercise of the power of eminent domain.

1.17 General Plan. "General Plan" means the City General Plan, also referred to as "Cudahy 2040," as updated in March 2018.

1.18 Healthcare Office Project Property. "Healthcare Office Project Property" means and refers to the condominium interest in the Property as shall be created by Developer for the Healthcare Office Project element of the Project as set forth in Section 2.10.3.

1.19 LIHTC. "LIHTC" means and refers to the low-income housing tax credit program authorized under the state and Federal law (Section 42 of the Internal Revenue Code) to provide equity funds for the acquisition, development and operation of affordable rental dwelling units reserved for occupancy by lower income persons and families.

1.20 LIHTC Financing Documents. "LIHTC Financing Documents" means and refers to any of the Senior Citizen Housing Project related construction financing documents and Developer equity contribution documents as Developer may hereafter enter into with third parties to provide Developer with funds for the acquisition, development and operation of the Senior Citizen Housing Project. Third parties to such LIHTC Financing Documents may include private parties who are unaffiliated with Developer and government agencies, including without limitation TCAC, the State Department of Housing and Community Development and Los Angeles County.

1.21 Ministerial Action(s), Ministerial Approval(s), or Ministerial Permit(s). "Ministerial Action(s)", "Ministerial Approval(s)", and "Ministerial Permit(s)" means a permit approval or clearance approved or issued by the City related to the Development of the Project following the Development Agreement Date in conformance with the Existing Land Use Regulations and the Existing Development Approvals, including, without limitation, conformance maps for tentative maps, determinations of compliance with the Project condition of approval of the Existing Development Approvals and Subsequent Development Approvals, including Minor Modifications, defined in Section 1.22, as applicable, grading plans, improvement plans, buildings plans and specifications, and ministerial issuance of one or more final maps, zoning clearances, grading permits, improvement permits, wall permits, building permits, demolition permits, lot line adjustments, encroachment permits, temporary use permits, and certificates of use and occupancy as necessary for completion of the Development of the Property by the Developer, as distinguished from an activity which is defined herein as an element of a Discretionary Action, Discretionary Approval, or Discretionary Permit for the Project.

1.22 Minor Modification. "Minor Modification" means any minor modification or series of such minor modifications of the Project, where Developer seeks and obtains no more than a five percent (5%) increase of either building's footprint or an aggregate increase of no more than ten percent (10%) of the total gross interior building area of the Project, as set forth in the architect's site plan considered and approved by the City as part of the Existing Development Approvals, provided such Minor Modification is otherwise consistent with the other applicable elements of the Development Approvals and the existing Land Use Regulations and further provided that such Minor Modification shall not result in any rental dwelling unit being smaller than 500 square feet in size and the total number of rental dwelling units in the Project shall not be increased by more than ten (10) rental dwelling units. The aforementioned percentage increase in total gross interior building area shall be based upon a modified larger building footprint, as authorized in this Section 1.22, if applicable. In the case of a Minor Modification which increases the buildable square footage of the Project, the Project's Development Fees shall increase in an

amount based upon the increased square footage. A Minor Modification is not an amendment to this Development Agreement and is not subject to the procedures set forth in Section 13.2.

1.23 Mitigation Monitoring Program. "Mitigation Monitoring Program" means the mitigation monitoring program dated as of March 2018, as established under the Environmental Impact Report identified in Recital Paragraph G, above.

1.24 Mortgage. "Mortgage" means a mortgage, deed of trust or sale and leaseback arrangement or other transaction in which the Senior Citizen Housing Project Property in the case of one or more LIHTC Financing Documents or the Healthcare Office Project in the case of any financing related to the Healthcare Office Project element of the Project, or a portion thereof or an interest therein, is pledged as security.

1.25 Mortgagee. "Mortgagee" means the holder of the beneficial interest under a Mortgage affecting the Senior Citizen Housing Project Property or the Healthcare Office Project Property, as applicable.

1.26 Developer. "Developer" is Prima Development, Inc., and any person or entity with which or into which Prima Development may merge, and any person or entity who may acquire substantially all of the assets of Developer, and any person or entity who receives any of the rights or obligations of the Developer under this Development Agreement in accordance with the provisions of Section 21 of this Development Agreement.

1.27 Parties. "Parties" means Developer and the City.

1.28 Processing Fees. "Processing Fees" mean those City program regulatory fees and charges imposed by City as generally provided in Section 10 in an amount estimated by the City to cover the actual and reasonable costs of the City of processing applications of the Developer for Development Approvals, including any Subsequent Development Approvals. Processing Fees include the estimated costs of the City for monitoring or inspecting compliance with any Development Approval including each Subsequent Development Approval granted or issued. The words "Processing Fees" does not apply to the City program regulatory fees assessed to third party occupants of the Project, or to occupancies of the Property by persons other than the Developer.

1.29 Project. The "Project" means the up to 179-unit senior affordable rental dwelling units (the "Senior Citizen Housing Project") housing and the approximately 20,000 square feet of ground floor commercial medical office space and related wellness uses (the "Healthcare Office Project") and related common areas, including but not limited to the on-site parking facilities which shall be designed, constructed and installed by the Developer on the Property in accordance with the Existing Development Approvals and this Development Agreement. The final configuration of the Senior Citizen Housing Project and the Healthcare Office Project is subject to Minor Modifications as set forth at Section 1.22.

1.30 Property. The "Property" means the real property described in Exhibit A to this Development Agreement.

1.31 [RESERVED – NO TEXT].

1.32 Senior Citizen. "Senior Citizen" as used in this Agreement means a person sixty-two (62) years of age or older, as provided by Civil Code Section 51.3(b).

1.33 Senior Citizen Covenant and Density Bonus Agreement. "Senior Citizen Covenant and Density Bonus Agreement" or "Density Bonus Agreement" means and refers to the instrument substantially in the form attached hereto as Exhibit "B-1," as provided in Section ___.

1.34 Senior Citizen Housing Project Property. "Senior Citizen Housing Project Property" means and refers to the condominium interest in the Property as shall be created by Developer for the Senior Citizen Housing Project element of the Project as set forth in Section 3.10.3.

1.35 Senior Citizen Housing Regulatory Agreement. "Senior Citizen Housing Regulatory Agreement" or "Regulatory Agreement" means and refers to the instrument substantially in the form attached hereto as Exhibit "B-2," as provided in Section 3.10.5.

1.36 Subsequent Development Approvals. "Subsequent Development Approvals" means all Development Approvals which are applied for by the Developer and approved, granted, or issued for the Project by the City after the Development Agreement Date which are required or permitted either by the Existing Land Use Regulations and the Existing Development Approvals, or which are required or permitted under the particular Subsequent Land Use Regulations to which Developer has consented in writing, and this Development Agreement.

1.37 Subsequent Land Use Regulations. "Subsequent Land Use Regulations" means any change in or addition to the Existing Land Use Regulations which would otherwise be applicable to the Property and the Project and which are adopted by the City after the Development Agreement Date and which thereafter become effective during the Term, including, without limitation, any change in the general or a specific plan, zoning, subdivision, or building regulation applicable to the Property, including, without limitation, any such Subsequent Land Use Regulation which is enacted by means of an ordinance, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever by the City Council or any other board, agency, commission or department of City, or any officer or employee thereof, or by the electorate, as the case may be, or changes in state law which affected the Existing Land Use Regulations of the City during the Term, and which would, absent this Development Agreement, otherwise be applicable to the Project.

1.38 Term. "Term" is defined in Section 2 of this Development Agreement.

1.39 Very Low Income. "Very Low Income" shall have the same meaning as set forth at Health and Safety Code Section 50105.

1.40 Uniform Codes. "Uniform Codes" means codes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, and also adopted by the City, if applicable City-wide.

1.41 Zoning Code. "Zoning Code" refers to Title 20 of the CMC.

1.42 List of Exhibits to Development Agreement. The following is a listing of the exhibits which are attached to this Development Agreement and incorporated herein by this reference:

Exhibit "A"	Legal Description of the Property
Exhibit "B-1"	Senior Citizen Occupancy Covenant and Density Bonus Agreement
Exhibit "B-2"	Senior Citizen Housing Regulatory Agreement

SECTION 2 TERM

2.1 Duration of Term of Development Agreement. The Term of this Development Agreement shall be that period of time during which this Development Agreement shall be in effect and bind the Parties hereto. The Term shall commence on the Development Agreement Date and shall extend for a period of ten (10) years thereafter, and shall automatically terminate at the end of the day on the tenth (10th) anniversary following the date of completion of the improvement of the Project as such completion of improvement is evidenced by the City's issuance of a certificate of occupancy for the Senior Citizen Housing Project, subject to the earlier termination provisions of Sections 2.3, 2.4 and 2.5, the mutual cancellation provisions of Section 17, the periodic review provisions of Section 18, the default provisions of Section 19 and the modification or termination provisions of Section 20, provided however that certain provisions of this Development Agreement shall survive the termination of the Development Agreement as set forth in Section 22.27.6. The Term is subject to the force majeure event provisions of Section 22.1.

2.2 Termination Due to Judicial Order. This Development Agreement shall terminate and be of no force and effect upon the occurrence of the entry of a final judgment or issuance of an order of a court with jurisdiction which such judgment or order directs the City to cancel this Development Agreement, after all appeals have been exhausted, as a result of any lawsuit filed against City to set aside, withdraw or abrogate the approval of the City Council of this Development Agreement, whereupon such termination, the Parties shall be mutually released from any further liability except as provided in Section 22.27.6.

2.3 Termination of Development Agreement.

(a) If not already terminated by reason of any other provision in this Development Agreement, or for any other reason, this Development Agreement shall terminate and be of no further force and effect upon the fifth (5th) anniversary following the Developer's acquisition of the Property from the Successor Agency in the event that the Developer may not have completed the Environmental Clean-up of the Property. In such a situation, in order to complete the termination of this Development Agreement pursuant to this Section 2.3(a), City shall follow the provisions of Section 19.1 of this Development Agreement.

(b) Subject to the default provisions of Section 19.1 and the force majeure provisions of Section 22.1, this Development Agreement shall terminate

and be of no further force and effect in the event that the Exclusive Negotiation Agreement may be terminated by either the Developer or the Successor Agency or the Developer may fail to complete its acquisition of the Property from the Successor Agency on or before January 1, 2023. In such a situation, in order to complete the termination of this Development Agreement pursuant to this Section 2.3(b), City shall follow the provisions of Section 19.1 of this Development Agreement.

(c) If City does not approve all of the Development Approvals to the satisfaction of Developer not later than September 30, 2022, then Developer has the option to terminate this Development Agreement by giving written notice to City.

2.4 Effect of Expiration of Term of Development Agreement Prior to Completion of Project. If not already terminated by reason of any other provision in this Development Agreement, or for any other reason, this Development Agreement shall automatically terminate and be of no further force and effect upon expiration of the Term, regardless of whether the improvement of the Project has been completed. Upon expiration of the Term, Developer's rights to Development of the Project pursuant to this Development Agreement shall automatically terminate and be of no further force and effect.

2.5 Effect of Termination of Development Agreement Upon Development Approvals. Except in the case of a termination of this Development Agreement under the provisions of Section 2.2 or Section 2.3(b), the effectiveness of all Development Approvals which have previously been granted by the City to the Project, including the Existing Development Approvals, shall survive the termination of this Development Agreement as provided in each such Development Approval (whether any such element of the Development Approvals is a Discretionary Approval or a Ministerial Approval) and the then applicable Existing Land Use Regulations.

SECTION 3 DESCRIPTION OF THE PROJECT

3.1 General Description. The Project is a "mixed-use" development project which consists of up to 179 dwelling units inclusive of a density bonus for senior housing development (e.g. the Senior Citizen Housing Project element of the Project) and 20,000 square feet of ground floor commercial medical office and related community wellness service space including adult day care (e.g. the Healthcare Office Project).

3.2 Principal Components of the Project. The Project consists of the following principal components, which are hereby approved by the City subject to the other provisions of this Agreement:

(a) not to exceed one hundred seventy-nine (179) unit, inclusive of a density bonus, apartment building for Senior Citizen very low-income and homeless households funded with LIHTC allocated to the Senior Citizen Housing Project by TCAC;

(b) not to exceed twenty thousand (20,000) square feet for an onsite community healthcare clinic and other wellness related uses (e.g., the Healthcare Office

Project) that will serve both the needs of Senior Citizen Housing Project residents and the surrounding community;

(c) not to exceed one thousand, five hundred (1,500) square feet of office and meeting space for a nonprofit organization committed to neighborhood and regional capacity building and development (Community Services Facility Office);

3.3 The proposed residential use for the Senior Citizen Housing Project element of the Project shall be developed using LIHTC allocated by TCAC to the Senior Citizen Housing Project as a Very Low Income or "100% Affordable Senior Housing Project" and the Senior Citizen Housing Project shall occupy the upper floors of the Project building improvements with a management office and private elevator serviced residential lobby on the ground floor of the Project, yielding the following:

(a) not to exceed one hundred fifty-five (155) one (1)-bedroom units and twenty-four (24) two-bedroom units.

(b) Community room and laundry facilities;

(c) Private sky garden and second floor open space courtyard;

(d) not to exceed ninety (90) secure and covered on-site resident parking stalls and not to exceed twenty-eight (28) secure and covered on-site residential guest parking stalls.

3.4 Between twenty percent (20%) to fifty percent (50%) of the total number of dwelling units in the Senior Citizen Housing Project will be reserved for permanent supportive housing for Seniors Citizen households whose annual income at the time of initial occupancy in the Senior Citizen Housing Project does not exceed Very Low Income, adjusted for family size and the balance of such dwelling units in the Senior Citizen Housing Project shall be reserved for occupancy by Senior Citizen households who do not receive permanent supplemental services whose annual income at the time of initial occupancy in the Senior Citizen Housing Project does not exceed Very Low Income (e.g., up to fifty percent (50%) of Los Angeles County Area Median Income ("AMI")) adjusted for family size and meeting applicable occupancy standards, as well as designated unit(s) for on-site property management staff.

3.5 The age restriction of the Senior Citizen Housing Project applies to persons who are sixty-two (62) years of age or older, and such age restriction for occupancy in the Senior Citizen Housing Project shall be recorded in a restrictive covenant against the Senior Citizen Housing Project as provided in Section 3.10.5 upon the acquisition of the Property by the Developer from the Successor Agency and such Senior Citizen occupancy restrictive covenant shall continue in perpetuity.

3.6 Covenants, Conditions and Restrictions ("CC&Rs") for the condominium association applicable to for the Senior Citizen Housing Project element and the Health Office Project element of the Project by Developer in a form reasonably acceptable to Developer which CC&Rs shall be recorded not later than the issuance of a certificate of occupancy by the City for

the Senior Housing Project or the Healthcare Office Project, whichever may first occur, and thereafter such CC&Rs shall continue in perpetuity.

The CC&Rs shall provide for the maintenance and repair of all elements of the Project which costs of maintenance and repair shall be payable solely by the owner of the Senior Citizen Housing Project and the owner of the Healthcare Office Project as their interest in the Property may then appear. The City shall be a party to such CC&Rs for the Project solely for the purpose of assuring the on-going maintenance and repair of the Project, and the City shall have the right but not the obligation under such CC&Rs to enforce the maintenance and repair obligations of the owner of the Senior Citizen Housing Project and the owner or owners of the Healthcare Office Project and recover any such actual and reasonable costs of the City incurred in the enforcement of such maintenance and repair obligations of the owners of the Project as a lien upon the Senior Citizen Housing Project and/or the Healthcare Office Project, as applicable. The final form of such CC&Rs shall be subject to the review and approval of the City and such approval by the City shall not be unreasonably withheld, conditioned or delayed.

3.7 The Developer shall cause general social services and individualized case management services attached to the supportive housing units for the residents of the Senior Citizen Housing Project to be provided by either on-site health and wellness providers or a to-be-determined experienced provider to the residents of the Senior Citizen Housing Project. The general social services will be open to all building residents, which may include a range of social, health, wellness and financial education activities and classes.

3.8 Healthcare Office Project. The proposed non-residential use elements of the Project will occupy the ground floor of the building and allow for a mix of healthcare, wellness and community activities, including but not limited to:

(a) A Federally Qualified Healthcare Clinic (FQHC);

(b) A Program for All-Inclusive Care Center (PACE);

(c) An Adult Day Care Center;

(d) Office and meeting space for nonprofit community and regional capacity building groups (community services facility office) such as the Southeast Los Angeles Collaborative;

(e) An inviting and activated entry courtyard with easy access from Santa Ana Avenue to on-site at grade and subterranean parking stalls and/or

(f) Not to exceed seventy (70) parking stalls for commercial healthcare (3.5 parking stalls per 1,000 square feet) and three (3) parking stalls for community services facility office (2 parking stalls per 1,000 square feet

3.9 Authorized Use of the Project. The Project, a mixed-use development (e.g., the Senior Citizen Housing Project and the Healthcare Office Project), is a permitted use in the City Entertainment Zone pursuant to CMC Section 20.20.020.

3.10 Entitlements. The following Development Approvals apply to the Project:

3.10.1. Conditional Use Permit for Density Bonus. Since the Senior Citizen Housing Project element of the Project satisfies both the State density bonus law (California Government Code Section 65915 et seq.) and the requirements set forth in CMC Title 20, Part 10, Chapter 20.52, the Senior Citizen Housing Project element of the Project is eligible to receive a density bonus, concessions, and vehicular on-site parking standards in accordance with the State density bonus law and the applicable provisions of the CMC.

3.10.1.1 A conditional use permit for the Senior Citizen Housing Project has been approved by the City Council (City Council Resolution No. ___) based upon the recommendation of approval of a conditional use permit for the Project by the Planning Commission (Planning Commission Resolution No. ___) the Planning Commission in its as the density bonus for the Senior Citizen Housing Project sought by Developer is greater than thirty five percent (35%). Pursuant to CMC Section 20.52.340, the City has considered the benefits of the Project and other factors in making the findings required in CMC Section 20.52.340.

3.10.2. Development Review Permit. Pursuant to CMC Chapter 20.84, Section 20.84.170, the Planning Commission has approved Developer's application for a development review permit.

3.10.3. Subdivision of the Property and Condominium Plan for the Project (Senior Citizen Housing Project and Healthcare Office Project). Developer intends to apply to the City for approval of an appropriate subdivision map and condominium plan for the Project in order to accommodate the construction, use, occupancy and operation of the Project as a mixed-use development integrating the Senior Citizen Housing Project element and the Healthcare Office Project elements, subject to the CC&Rs as set forth in Section 3.6. For the purpose of this Development Agreement, such subdivision of the Property and condominium plan for the Project is deemed to be a Subsequent Development Approval, and upon application by Developer to the City shall be approved, granted or issued for the Project by the City after the Development Agreement Date as required or permitted by the Existing Land Use Regulations and the Existing Development Approvals or which are required or permitted under the particular Subsequent Land Use Regulations to which Developer has consented in writing. Such subdivision map and condominium plan for the Property and the Project shall be recorded concurrently with Developer's acquisition of the Property from the Successor Agency.

3.10.4. Zoning Code Text Amendment. By approval of this Development Agreement the City Council has accepted the recommendation of the Planning Commission and the City Council has approved an amendment to CMC Section 2.20-1 [verify reference] to allow medical offices and adult-health care day care facilities as a conditional use in the Entertainment Zone as a component of a commercial-residential mixed use development.

3.10.5. Senior Citizen Occupancy Covenant and Density Bonus Agreement and Senior Citizen Housing Regulatory Agreement for Senior Citizen Housing Project Element of the Project. The Senior Citizen Occupancy Covenant and Density Bonus Agreement and the Regulatory Agreement for the Senior Citizen Housing Project substantially in the form as attached hereto as Exhibit B-1 and Exhibit B-2 respectively, shall be executed by the Parties and filed for recordation upon Developer's acceptance of the Property from the Successor Agency.

3.10.5.1 Conforming Edits to the Senior Citizen Covenant and Density Bonus Agreement and Regulatory Agreement. The final form of the Senior Citizen Occupancy Covenant and Density Bonus Agreement and the Regulatory Agreement shall be subject to the final and conforming edits approved by the City prior to the recordation of each such instrument so as to conform each such instrument to the final terms of the LIHTC allocated to the Senior Citizen Housing Project by TCAC and the LIHTC Financing Documents by and between Developer and the third parties who shall provide equity and other financing to Developer for the acquisition and development of the Senior Citizen Housing Project, including without limitation the tax credit equity investor designation by Developer. All such edits to the Senior Citizen Covenant and Density Bonus Agreement and the Regulatory Agreement shall be deemed to be a Subsequent Development Approval under this Development Agreement; provided however, that no provision of any LIHTC Financing Document shall require the City to subordinate its interest in either such instrument to the security interest of any party to a LIHTC Financing Document.

3.11 Acknowledgment of City Regarding Project Financing, LIHTC Allocation by TCAC and LIHTC Financing Documents. The City acknowledges that promptly following the Development Agreement Date, Developer shall undertake reasonable effort to obtain financing for the acquisition and development of the Project, including a LIHTC allocation from TCAC for a portion of the Senior Citizen Housing Project funding under the LIHTC Financing Documents. As used in the next sentence, the words "assist and cooperate" mean and include with respect to the City, that the City shall direct City staff to provide Developer with information in the possession of City or for which the City is responsible with respect to the Project as promptly as feasible following a written of Developer. Concurrently, as the Developer completes its acquisition of the Property from the Successor Agency under the ENA, and thereafter during the term of this Development Agreement, the City shall assist and cooperate with Developer to provide such items as may be reasonably requested by financing sources for the Project proposed by Developer, including for the Senior Citizen Housing Project financing and the LIHTC Financing Documents, including without limitation the following:

(i) confirmation of completion of all CEQA-related review of the Project;

(ii) letters of support for the Project including support by the City in connection with one or more Developer applications for financing for the Project and the Senior Citizen Housing Project as shall be evidenced by any of the LIHTC Financing Documents;

(iii) documentation relating to the Senior Citizen Housing Project under any of the LIHTC Financing Documents which confirms compliance with State Constitution Article XXXIV;

(iv) documentation relating to financing for the Project and the Senior Citizen Housing Project which confirms that all required Development Approvals have been completed and that all building permits are ready to be issued by the City subject only to payment of any applicable Processing Fees corresponding to such Development Approvals including building permits;

(v) documentation relating to financing for the Project and the Senior Citizen Housing Project which confirms the final amount of all Processing Fees of

the City which are payable (or estimated to be payable in connection with the Development Approvals for the Project).

SECTION 4 EFFECT OF DEVELOPMENT AGREEMENT

As a material part of the consideration of this Development Agreement, unless otherwise provided herein, the Parties agree that during the Term the Existing Land Use Regulations shall be applicable to Development of the Project. In connection with all subsequent Discretionary Actions which City takes or has the right to take under this Development Agreement relating to the Project, including any review, approval, renewal, conditional approval or denial, City, shall exercise its discretion or take action in a manner which complies and is consistent with the Existing Land Use Regulations (as same may be modified in accordance with this Development Agreement), the Existing Development Approvals and such other standards, terms and conditions expressly contained in this Development Agreement. City shall accept and timely process, in the normal manner for processing any such Discretionary Approval or Ministerial Approval as may then be applicable, all applications for further or modified approvals with respect to the Project called for or required under this Development Agreement, including, without limitation, any necessary site plan, site development permit, conditional use permit, variance, parking use permit and any subdivision, tentative map, vesting tentative map, final map and any grading, construction or other permits filed by Developer with the City in accordance with the Development Approvals. In the case of any conflict between the conditions of approval recommended in Planning Commission Resolution No. _____ and/or City Council Resolution No. _____ and this Development Agreement, or between the Public Improvement Installation and Agreement and this Development Agreement, in either case, this Development Agreement shall control.

SECTION 5 DEVELOPMENT OF PROJECT

5.1 Rights to Development of the Project. During the Term of this Development Agreement, the Developer shall have a vested right subject to this Development Agreement to undertake the Development of the Project in accordance with the Existing Development Approvals as set forth in Section 3.10 and the Subsequent Development Approvals and any Minor Modification thereof. No Subsequent Land Use Regulation shall delay, hinder, materially increase the cost of Development, or impede the purpose or the effect of the vested rights of the Developer which arise hereunder unless specifically authorized by this Development Agreement or agreed to in writing by Developer. The Project shall be subject to all Subsequent Development Approvals required to construct and complete the Project including without limitation the Environmental Clean-up of the Property requirements accepted by Developer as part of the voluntary clean-up and removal of contaminants and chemicals of concern from the Property. The permitted uses of the Property, the density bonus, or intensity of use, the size of proposed buildings, and provisions for reservation or dedication of land for public purposes shall be those set forth in the Existing Land Use Regulations, the Existing Development Approvals, the Subsequent Development Approvals and the Development Agreement. Except as provided in Section 16.1, the Project shall not be subject to Subsequent Land Use Regulations including any specific plan, unless Developer specifically consents to be subject to such Subsequent Land Use Regulations including any specific plan, in the sole discretion of Developer.

5.2 Vesting of Rights of Developer. The City agrees that the Development of the Project consistent with the Development Approvals, including the Existing Development

Approvals is a property right vested in Developer. Developer's Development of the Project shall be a right vested in favor of the Developer during the Term in accordance with this Development Agreement and the Development Agreement Statute.

5.3 Effect of Development Agreement on Land Use Regulations. Except as otherwise provided under the provisions of this Development Agreement, the only rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to Development of the Property, shall be those set forth in the Existing Land Use Regulations and the Subsequent Land Use Regulations (if any) to which Developer has consented in writing, subject to the terms of this Development Agreement.

5.4 Development of the Property.

5.4.1 Developer's Discretion in Timing of Development. The City acknowledges that the commencement of development of the Project is subject to and contingent upon Developer's obtaining a LIHTC allocation from TCAC for the Senior Citizen Housing Project and the funds required under the LIHTC Financing Documents for the acquisition and construction of the Senior Citizen Housing Project and other funds necessary for the acquisition and construction of the Healthcare Office Project on terms reasonably acceptable to Developer. Subject to the provisions of Section 2.3(b), Developer shall be under no obligation under the Development Agreement to commence the Development of the Property including the implementation of the Environmental Clean-up of the Property in any particular time frame, or at all provided however, that once Developer acquires the Property from the Successor Agency and Development is commenced on the Property, the Healthcare Office Project element of the Project and the Senior Housing Project element of the Project shall each be constructed concurrently and each shall be made ready for initial occupancy and use at the same time. The purpose of this Development Agreement is to set forth the applicable rules and regulations applicable to the Development of the Property and the Project during the Term. The Parties recognize that Development of the Project including the assembly of al of the funding necessary to undertake the improvement of the Senior Citizen Housing Project pursuant to the LIHTC Financing Documents, by its nature, can be an incremental process and this Development Agreement and Development Approvals contemplate this. The Parties acknowledge that Developer cannot at this time predict when or the precise rate at which Development shall complete the acquisition of the Property and commence the improvement of the Project. The decisions of the Developer related to the timing of the commencement of the Development depend upon numerous factors which are not within the control of Developer, such as market orientation and demand and other similar factors. Because the California Supreme Court held in *Pardee Construction v. City of Camarillo* (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a latter-enacted initiate restricting the timing of development to prevail over such parties' agreement, it is the Parties' intent to cure that deficiency considered in *Pardee Construction* by acknowledging and providing that Developer shall have the right to develop the Property (but not the obligation to develop the Property) in such order and at such rate and at such time as Developer deems appropriate within the exercise of its sole and absolute subjective business judgement.

5.4.2 Duty of City to Grant and Implement an Approval. The City's obligation to grant and implement any Ministerial Approval or Discretionary Approval shall not infringe upon the City's right to withhold the issuance of a particular Development Approval on the grounds that the

application for such Ministerial Approval or Discretionary Approval fails to conform to the Existing Land Use Regulations or the Existing Development Approvals. If the City rejects an application for a Ministerial Approval or Discretionary Approval, it shall provide the Developer, in good faith, a specific written list of reasons why the application was rejected, along with a description of specific and reasonable legal measures to correct ("Measures to Correct") each basis for rejection of an application or disapproval of a Ministerial Action or Ministerial Permit or a Discretionary Action or Discretionary Permit. If Developer resubmits its application which addresses each Measure to Correct, the City shall promptly consider such application and approve conditionally approve or reject such application and the Measures to Correct as then indicated.

5.4.3 Development Approvals, Consultations. At Developer's request, weekly meetings shall be held with the appropriate City officials, regarding the processing of all Discretionary Permits, and monthly meetings with the appropriate City officials, regarding the processing of all Ministerial Permits.

5.4.3.1 Processing Obligations. To the fullest extent allowed by law, the City hereby agrees that it shall process all applications filed in connection with the Development of the Project as expeditiously as possible in accordance with Existing Land Use Regulations and shall complete at the earliest possible time all steps necessary for the implementation of this Development Agreement and the Development of the Project, including, but not limited to, the following:

(a) The processing of applications for and the issuance of all Development Approvals requiring the exercise of judgment and deliberation by the City, including without limitation, the Subsequent Development Approvals;

(b) The retention, upon Developer's request and cost, of outside plan check consultants to expedite the processing by the City of applications and plans (including infrastructure and storm drain plans);

(c) The holding of any required public hearings;

(d) The process of verifying that an application for and the issuance of all Ministerial Approvals is complete shall be accomplished within thirty (30) days after application is submitted to the City and if applicable, the City shall deliver a written list of Measures to Correct within said thirty (30)-day period specifically identifying why the requested Ministerial Approval is not consistent with the Existing Development Approvals and/or Subsequent Development Approvals, as applicable, or this Development Agreement;

(e) Subject to the provisions of Section 5.4.2, City processing and approval of all Ministerial Approvals shall be completed by the City within _____ (__) days of submission by Developer of complete plans. City shall inform Developer as part of the consultation process under Section 5.4.3, upon Developer's request, of the necessary submission requirements for each application for a building permit or other entitlement for use in advance and review of said application and scheduling the application for review by the appropriate authority within the times set forth in this Section; and

(f) City performance of all required inspections, including courtesy inspections, called for by Developer under any Ministerial Permit within one (1) business day following a request for such inspection by Developer.

5.4.4 Changes in the Project. City acknowledges that the Developer may in the future desire to change or modify the Project based on precise planning, changes in market demand, changes in development occurring in the vicinity of the Property, or other factors. All such Project revisions shall also be subject to the provisions of Section 5 of this Development Agreement, and City shall cooperate with Developer to expeditiously review and take final action on such requested changes to the Development of the Project consistent with the Existing Land Use Regulations.

5.4.4.1 Developer reserves the right to reduce the densities and intensities of uses at the Property and the heights and sizes of the improvements below the maximums permitted in the Existing Land Use Regulations, and any such application for a reduction shall be processed by the City as a Ministerial Approval.

5.4.4.2 Developer shall have the right to seek a Minor Modification of the Project, which shall be promptly considered by the City Planning Director based upon the Existing Land Use Regulations.

5.4.4.3 Developer also reserves the right to relocate the various components of the Project on the Property, as set forth in the Existing Development Approvals, as long as such relocation is consistent with the Existing Land Use Regulations and the approval by the City of any such relocation of components of the Project shall be deemed to be a Ministerial Approval.

5.4.4.4 No change to the Project which is consistent with the Existing Land Use Regulations and the Existing Development Approvals shall require an amendment to this Development Agreement and, in the event any change to the Project proposed by Developer is approved by the City, the references in this Development Agreement to the Project shall be deemed to refer to the Project as so changed.

5.4.5 Developer's Right to Contest Increases in Processing Fees. Nothing in this Development Agreement shall be deemed to prevent Developer from contesting, in any appropriate forum, the imposition or the amount of any new Processing Fee or increase of an existing Processing Fee which may take effect following the Development Agreement Date or the modification (increase) of the amount of any Processing Fee which is in effect as of the Development Agreement Date. Notwithstanding any pending challenge by the Developer of such Processing Fees and provided that the Developer has paid the disputed amount of each such Processing Fee with a reservation of right, City shall proceed with issuance of all required Development Approvals and shall not withhold or delay issuance of those Development Approvals based upon any pending protest or appeal of Developer with respect to such Processing Fee.

5.5 Development of the Project. No City funds are committed or made available to Developer for the acquisition, construction or operation of the Project under this Development Agreement. Developer is solely responsible for providing all of the funding and equity necessary to acquire the Property from the Successor Agency under the terms and conditions of a purchase and sale agreement by and between Developer and the Successor Agency, subject to the ratification of such purchase and sale agreement by the Los Angeles County Consolidated Oversight Board and that Developer is further responsible for providing other funding for the development of the Project including such funds as may be obtained by Developer under the LIHTC Financing Documents for the Senior Citizen Housing Project element of the Project. Developer shall have completed its assembly of the necessary financing to undertake the Project, and shall be ready to

commence construction of the Project promptly following its acquisition of the Property from the Successor Agency. Developer shall provide the City with a complete set of copies of all LIHTC Financing Documents for the Senior Citizen Housing Project element of the Project within thirty (30) days following the Developer's acquisition of the Property from the Successor Agency.

5.5.1 Payment of Prevailing Wage. As part of the implementation of an element of the public benefits offered to the City by Developer under Section 7 of this Development Agreement, Developer shall ensure that all persons who provide construction related work to Developer as part of the Development shall be compensated at not less than prevailing wages under Labor Code Section 1720, et. seq. Separate and cumulative within any other indemnity in favor of the City arising under this Development Agreement, 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, costs of evidence of title, costs of evidence of value, 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 the Development or Developer's ownership or operation of the Senior Citizen Housing Project, or the development of the Healthcare Office Project, except for any such loss, liability, claim, lawsuit or other damage to the extent arising from the gross negligence or willful misconduct of the City or its officers, agents, employees or representatives.

5.5.2 Developer shall comply with all Governmental Requirements during the course of Development. As used herein, "Governmental Requirements" shall mean and include any and all laws, statutes, ordinances, codes, rules, regulations, directives, writs, injunctions, orders, decrees, rulings, conditions of approval, or authorizations, now in force or which may hereafter be in force, of any governmental entity, agency or political subdivision as they pertain to the Development except as provided as to the City under this Development Agreement, including specifically but without limitation the California Environmental Quality Act; fair housing laws, prevailing wage laws (e.g. California Labor Code 1720 et seq. and the federal Davis-Bacon Act (40 U.S.C. 276a)), and any other applicable federal, state and local laws and environmental and building regulations applicable to the Environmental Clean-up of the Property.

5.5.3 Project Construction Coordination Agreement. Developer intends to prepare and enter into a Project construction coordination agreement (the "Coordination Agreement") to more specifically delineate the rights, responsibilities and terms and conditions as appropriate for the coordination of the construction and installation of the Project improvements for each element of the Project (e.g., the Senior Citizen Housing Project and the Healthcare Office Project) following Developer's acquisition of the Property from the Successor Agency. The parties to the Coordination Agreement may include one or more affiliate of the Developer (e.g., a limited partnership entity to be formed by Developer) to own the Senior Citizen Housing Project and one or more affiliate of the Developer, or a third party entity which shall own the Healthcare Office Project following the conveyance of the Property by the Successor Agency to the Developer and its permitted assigns, and the general contractor of each of them for the construction and development of the Project. The Coordination Agreement will delineate the roles and responsibilities of the parties as pertain to the Senior Citizen Housing Project and the Healthcare Office Project during the construction and prior to the time of conversion of the construction financing for the Senior Citizen Housing Project to a permanent financing for the Senior Citizen

Housing Project upon the completion of construction activity. The Coordination Agreement will assure each construction related responsibility of the owners of the mixed-use elements of the Project are implemented, regular communication among such parties including the general contractor of each of them is continuously maintained during the course of construction of the Project and that there are appropriate controls and remedies for the prompt resolution of any conflict among such parties to the Coordination Agreement as may arise during the course of construction of the Project. The Coordination Agreement shall be subject to the reasonable review and approval by the City and such approval shall not be unreasonably conditioned, withheld or denied. The Coordination Agreement shall be in full force and effect at the time when the Developer acquires the Property from the Successor Agency.

SECTION 6 ENFORCEMENT

Unless this Development Agreement is terminated or cancelled pursuant to the provisions of this Development Agreement, the provisions of this Development Agreement or any amendment hereto, shall be enforceable by Developer or the City, as applicable notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance or building ordinance adopted by City which alters or amends the rules, regulations or policies of Development of the Project as provided in this Development Agreement pursuant to Section 65865.4 of the Development Agreement Statute; provided, however, that the limitations of this Section shall not apply to changes mandated by State or Federal laws or other permissible changes or new regulations as more particularly set forth in Section 16 of this Development Agreement. No third party may enforce any provision of this Development Agreement.

SECTION 7 PUBLIC BENEFITS

7.1 This Development Agreement has been accepted by City in light of the offer of Developer to provide the community with certain public benefits associated with the Project as enumerated in this Section 7.

7.1.1 As used in this Section 7, the words "good faith efforts" of Developer to provide and thereafter maintain certain of the public benefits enumerated int his Section 7 include, but are not limited to, the following applicable factors:

(1) advertisement in local media concerning employment, contracting and subcontracting opportunities;

(2) providing written notice to a reasonable number of local business enterprises soliciting their interest in contracting or subcontracting in sufficient time to allow them to participate effectively;

(3) establishing an applicant pool of eligible persons who have responded to such entry level employment outreach efforts of Developer;

(4) attendance at pre-solicitation or pre-bid meetings to inform contractors or subcontractors of contracting and subcontracting opportunities for local business enterprises;

(5) following up initial solicitation of interest by contacting local business enterprises by telephone to determine with certainty whether they are interested in participating;

(6) selecting portions of the work to be performed by local business enterprises;

(7) providing interest local business enterprises and other enterprises with adequate information about the Development and requirements of contracts and subcontracts related to the project;

(8) negotiating in good faith with interested local business enterprises to perform work; and

(9) making reasonable efforts to assist interested local business enterprises in obtaining necessary sources of supply, lines of credit or insurance in order to participate in such work associated with Development.

7.2 The following public benefits shall be provided by Developer to the City in connection with the acquisition of the Property and the improvement and operation of the Project.

7.2.1 Developer shall enter into a project labor agreement with the Los Angeles County Trade Counsel to cover trades and persons who provide construction labor services in connection with the construction of the Project.

7.2.2 Purchase of Project Construction Materials from Local Businesses. Developer shall use good efforts to purchase construction materials for the Development of the Project from third parties whose businesses are located in the City. Upon request of the City, Developer shall provide the City with a suitably detailed written report which describes the measures taken by Developer to purchase construction materials for the Development of the Project from third party Cudahy businesses.

7.2.3 Developer hereby agrees to use good faith efforts to recruit residents of the City of Cudahy for any new job or entry level employment position in the Project once the Project of the Senior Citizen Housing Project and the Healthcare Office Project are completed and open for business to the general public, and to the extent of all other factors being equal and consistent with other applicable law, Developer covenants on a best efforts basis to give Cudahy residents preference for hiring for such new entry level job or employment positions and to the maximum reasonable and reasonable extent, use the services of businesses which are located in the City of Cudahy which result from the Development.

7.2.4 Affordable Housing, Health and Wellness and Neighborhood Benefits applicable to Senior Citizen Housing Project and the Healthcare Office Project:

a. High quality affordable housing – The Senior Citizen Housing Project will allow seniors of limited economic means or in need of wrap around support

services to live independently but remain in close proximity to their extended families or the neighborhoods they formerly resided.

b. General Resident Services – The Senior Citizen Housing Project will budget up to $100,000 annually to pay for general health, wellness, and socialization activities for the residents of the Senior Citizen Housing Project.

c. Supportive Housing Services – The residents of up to ninety (90) dwelling units in the Senior Citizen Housing Project will be eligible to receive up to $450 per unit per month in individual intensive case management services from the Los Angeles County Department of Health.

d. Healthcare Services – The Project will establish a Federal Qualified Healthcare Center (FQHC) and Program of All-Inclusive Care for the Elderly (PACE) center to meet the health and wellness needs of residents of the Senior Citizen Housing Project and the City of Cudahy with the following estimated service counts:
   i. FQHC – 3,000 to 4,000 patients a year which is the equivalent of 12,000 to 15,000 visits per year

   ii. PACE – 200-300 long term and regular active patients which is the equivalent of 2,400 to 4,200 visits per year

e. Neighborhood Amenities – The overall final design elements of the Project will offer a pedestrian-friendly street level public plaza that will be activated by the residents of the Senior Citizen Housing Project as well as non-residential non-profit and healthcare activities centered at the Healthcare Office Project. In addition, the Project will offer additional off-street parking options both during daytime business hours and in the evenings for area residents and future business activities.

f. Non Residential Lifetime Rent Benefit – The Project shall include approximately 1,217 square feet of commercial office space reserved for occupancy by a nonprofit organization serving the community for $0.00 base rent payable by such organization to Developer and such commercial office space shall remain available for such use and occupancy for 55 years.

g. Healthcare Office Project Jobs Creation Benefit - The construction and operations of the Healthcare Office Project shall result in substantial local and well-paid job creation opportunities due to the good faith effort of Developer to implement local hire requirements and partnerships with local education and training programs. The federal qualified health care center and PACE center are expected to generate up to 80 well-paid full-time permanent health care related jobs equivalent to an estimated $4,000,000 in annual employment income.

7.3. Repayment of Entitlement Deferral Loan. Developer and City have entered into an Agreement entitled "Memorandum of Understanding" dated as of July __, 2020 pursuant to which

the City provided the "Entitlement Deferral Loan" as this term is defined in such Memorandum of Understanding to Developer. Upon Developer's acquisition of the Property from the Successor Agency, the outstanding principal balance of the Entitlement Deferral Loan shall be repaid to the City by Developer.

7.4. Developer Reimbursement of Certain City Costs. Upon the acquisition of the Property by the Developer from the Successor Agency, Developer shall pay the City an amount up to $50,000 for the actual and reasonable costs of the City incurred in connection with the implementation of this Development Agreement by the City. For the purposes of this Section 7.4, the reimbursement of such actual and reasonable costs of the City shall include the costs and expenses of the City which are not otherwise included within any City Processing Fee. Such some shall be payable by Developer to the City at the time that Developer acquires the Property from the Successor Agency, subject to receipt by Developer of a suitably detailed written invoice therefore from the City.

7.5. Review of Public Benefits. As part of the periodic review of this Development Agreement by the City under Section 18, the City shall also consider the good faith compliance of Developer with providing the community benefits set forth in this Section 7.

SECTION 8 PUBLIC IMPROVEMENTS AND SERVICES

8.1 Public Improvements Required to Support the Project. The design, construction, installation and acceptance by the City of the public improvements required for the Development of the Project, including without limitation the modification or temporary encroachment into existing public right-of-way during the construction of the Project otherwise required under the Existing Development Approvals and Subsequent Development Approvals shall be undertaken by the Developer as required by the applicable Development Agreement.

8.2 Cooperation by City and Developer for Public Improvements. The public improvements associated with the Development of the Project will be designed and constructed in phases as required to service the Project. City shall cooperate with Developer for the purpose of coordinating this installation of all public improvements as required under the Development Approvals and this Development Agreement.

8.3 Timing, Phasing and Sequence of Public Improvements and Facilities. The timing, phasing and sequence of the construction of public improvements shall be as provided in the Development Approvals.

8.4 Maintenance of Public Improvements Pending Acceptance by the City. City shall not be responsible or liable for the maintenance or care of public improvements, intended to be dedicated to the City during the course of the Development of the Project, until City has confirmed that each such particular public improvement has been properly constructed and installed by the Developer and that the particular public improvement is in a condition to be accepted by the City as a public improvement as evidenced by the recordation of a certificate of acceptance of each element of the public improvement by the City. City shall promptly accept such public improvement. City shall exercise no control over any such public improvement as constructed and installed by the Developer until accepted as complete by the City. Any use by any person of the public improvements, or any portion thereof, shall be at the sole and exclusive risk of the

Developer at all times prior to City's acceptance of the public improvements. Developer shall maintain all the public improvements in a state of good repair until such public improvements are completed by Developer and approved and accepted by City as provided in the Public Improvement Installation Agreement. City shall not be responsible or liable for any damages or injury to any person or property of any nature in any way related to or caused by the public improvements or their condition prior to acceptance by the City. Approval and acceptance of public improvements shall not be unreasonably withheld, conditioned or delayed by the City.

SECTION 9 DEDICATIONS AND EXACTIONS

Right-of-way or property for required public improvements associated with the construction and improvement of the Project shall be irrevocably offered for dedication as required by the Development Approvals. Nothing contained in this Development Agreement shall be deemed to preclude City during the Term from exercising the power of eminent domain for a public project or facility affecting any portion of the Property or the Project.

SECTION 10 PROCESSING FEES AND OTHER DEVELOPMENT FEES

10.1 Processing Fees and Development Fees Applicable to the Property. Except for Processing Fees payable by Developer to the City during the course of Development (e.g., plan check fees, building permit fees, improvement fees and other regulatory application fees of the City for any Development Approval, and except for the dedications and exactions covered in the Public Improvement Installation Agreement and the Mitigation Monitoring Program as specifically appliable to the Project under the Developer Approvals) no other fee or capital charge shall be payable to the City for the improvement of the Project. Notwithstanding anything to the contrary in this Development Agreement, the specific amount of any Processing Fee (an increase or decrease in the amount of such Processing Fee based upon any changes in the Project during the course of Development including Minor Modifications) shall be based upon the rate existing for each such Processing Fee when applied to the Development of the Project at the time of application for the particular Development Approval. Accordingly, any development impact fee or other charge which has general application to all development in the City which is not a Processing Fee which may be adopted by the City after the Development Agreement Date shall not apply to the Project (collectively, "Development Fees").

The Parties acknowledge that the following fees and charges of the City (in general, all Processing Fees) do not constitute Development Fees and that nothing in this Development Agreement is intended or shall be construed to release Developer from the obligation to pay the City these fees and charges, including increases, if and when they become due:

(a) City's fees for processing, environmental assessment and review, tentative tract and parcel map review, plan checking, site review and approval, administrative review, building permit, grading permit, inspection, and similar fees imposed to recover City's costs associated with processing, reviewing, and inspecting development project applications, plans, and specifications including Development Approvals; and

(b) Fees and charges levied by any other public agency, utility, district, or joint powers authority in connection with any Development Approval, regardless of whether City collects such fees and charges for another public agency; and

(c) Any charge of the City which is a tax or utility service or commodity charge.

10.2 Processing Fees Applicable for Modified Development Approvals. Notwithstanding Section 10.1 of this Development Agreement, if and to the extent that any Development Approval applicable to the Property is amended after the Development Agreement Date which authorizes the Developer to develop any additional density or intensity of use beyond what is allowed as of the Development Agreement Date which is not deemed to be a Minor Modification under this Development Agreement, City shall retain the right to require Developer to pay all addition Processing Fees for such additional density or intensity of use to the extent such Processing Fees would be applicable in accordance with this Development Agreement.

SECTION 11 RESERVED

SECTION 12 FUTURE APPROVALS

12.1 Basis for Denying or Conditionally Granting Future Approvals. Before Developer can begin grading on the Property or other development of the Property, including the initiation of the Environmental Clean-up of the Property, Developer must first complete its acquisition of the Property from the Successor Agency and secure permits and/or approvals from City as set forth in this Development Agreement for the commencement of the construction of the Development on the Property. The Parties agree that for the commencement of the Development of the Project based upon the Existing Development Approvals, only submissions of the relevant plans and specifications and development project applications for Ministerial Approvals are required by City; provided however, that relevant requirements of the voluntary clean-up oversight agency for the Environmental Clean-up of the Project shall be prepared and submitted by Developer to the agency providing such oversight of the Environmental Clean-up of the Property. The Parties agree that to the extent such Development Approvals are Ministerial in nature, City shall not, through the enactment or enforcement of any subsequent ordinances, rules, regulations, initiatives, policies, requirements, guidelines, or other constraints, withhold such approvals as a means of blocking construction or of imposing new conditions on the Project which were not imposed as part of Existing Development Approvals unless City has been ordered to do so by a court of competent jurisdiction. Notwithstanding the previous sentence, City and Developer will use reasonable efforts to ensure each other that all applications for and approvals of all required permits whether Ministerial Approvals or otherwise, as necessary for Developer to develop the Project in accordance with this Development Agreement, shall be applied for and processed in a timely manner.

12.2 Standard of Review. The rules, regulations and policies that apply to any Subsequent Development Approval which Developer must secure either prior to the commencement of Development or during the course of Development following such commencement shall be the Existing Land Use Regulations, as defined in this Development Agreement.

SECTION 13 AMENDMENT

13.1 Initiation of Amendment. Either Party may propose an amendment to this Development Agreement.

13.2 Procedure. The procedure for proposing and adopting an amendment to this Development Agreement shall be the same as the procedure required for entering into this Development Agreement in the first instance.

13.3 Consent. Except as provided elsewhere within this Development Agreement, any amendment to this Development Agreement shall require the consent of both Parties. No amendment of this Development Agreement or any provision hereof shall be effective unless set forth in writing and signed by duly authorized representatives of each Party hereto.

13.4 Effect of Amendment to Development Agreement. The Parties agree that except as expressly set forth in any such amendment, an amendment to this Development Agreement will not alter, affect, impair, modify, waive or otherwise impact any other rights, duties or obligations of either Party under this Development Agreement.

13.5 Operating Memoranda. The provisions of this Development Agreement require a close degree of cooperation and flexibility between the City and Developer. The Development of the Property may demonstrate that clarifications or modifications to this Development Agreement or the Existing Land Use Regulations are appropriate with respect to the details of performance of the City and Developer. To the extent allowable by law, Developer shall retain a certain degree of flexibility as provided herein with respect to all matters, items and provisions covered in general under this Development Agreement. When and if the Developer finds it necessary or appropriate to make changes, adjustments or clarifications to matters, items or provisions in this Development Agreement, including to the public benefits referenced in Section 7, the Parties shall effectuate such changes, adjustments or clarifications through operating memoranda ("Operating Memoranda") approved by the Parties in writing which reference this Section 13.5. Operating Memoranda are not intended to constitute either a substantial change or an amendment to this Development Agreement, but are ministerial clarification; and accordingly, public notices and hearings shall not be required in the case of the mutual approval of an Operating Memorandum. Operating Memoranda may be used and thus deemed non-substantive and/or procedural if, for example in the case of an adjustment or clarification as relates to a Development Approval such Operating Memorandum: (i) does not increase the density or intensity of use of the Property, unless such increases are consistent with the Existing Land Use Regulations; (ii) does not change the permitted uses of the Property, unless such uses are consistent with the Existing Land Use Regulations; (iii) does not increase the maximum size of buildings on the Property beyond increases which constitute Minor Modifications or are consistent with the Existing Land Use Regulations; (iv) does not decrease the amount of land to be dedicated for public purposes; or (v) does not reduce improvement and construction standards and specifications for the Project. The City Manager in consultation with the City Attorney shall determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute either a substantive change or an amendment to this Development Agreement which requires compliance with the provisions of Section 13.2 of this Development Agreement.

SECTION 14 NON-CANCELLATION OF RIGHTS

Subject to the provisions of Sections 20, 21 or 22 of this Development Agreement, the Development Approvals granted by the City shall be final and the rights once granted thereby shall be vested in the Property for the Term hereof.

SECTION 15 UNDERTAKINGS AND ASSURANCES CONTEMPLATED PROMOTED BY DEVELOPMENT AGREEMENT STATUTE

The mutual undertakings and assurances described in this Development Agreement are for the benefit of City and Developer and promote the comprehensive planning, private and public cooperation and participation in the provision of public facilities, and the effective and efficient development of infrastructure and facilities supporting development which was contemplated and promoted by the Development Agreement Statute. City agrees that it will not take any actions which are intended to circumvent this Development Agreement; provided, however, that any action of the electorate shall not be deemed an action of the City for purposes of this Section.

SECTION 16 RESERVED AUTHORITY

16.1 Reservation of Authority of the City.

16.1.1 Limitations, Reservations and Exceptions.

(a) The following exclusive list of Subsequent Land Use Regulations shall apply to the Development of the Property without the consent of the Developer:

1) Processing fees and charges of every kind and nature imposed by City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals or for monitoring compliance with the Development Approvals and any Subsequent Development Approvals granted or issued by the City.

2) Procedural regulations consistent with this Development Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearing, reports, recommendations, appeals and any other matter of procedure.

3) Changes to the Uniform Codes adopted by the City as Subsequent Land Use Regulations, if such changes are applicable Citywide except as such changes may otherwise be applied to a Discretionary Permit or Ministerial Permit for development of the Project under the Existing Development Approvals.

4) Changes to the Existing Land Use Regulations that are not in conflict with, do not impede, delay or prevent implementation of the Project or this Development Agreement, and do not materially impair Developer's rights under this Development Agreement.

5) The effect of federal, state, county, and multi-jurisdictional laws and regulations (including monetary fees) which City is required to enforce as against the Property or the Development of the Property as of the Development Agreement Date.

(b) The list as set forth in Section 16.1.1 shall not apply to any Subsequent Land Use Regulation which the Developer may in its sole discretion expressly agree to accept.

16.1.2 Modification or Suspension by Federal, State, County, or Multi-Jurisdictional Law. In the event that Federal, State, County, or multi-jurisdictional laws or regulations, enacted after the Development Agreement Date, prevent or preclude compliance with one or more of the provisions of this Development Agreement, such provisions of this Development Agreement shall be modified or suspended as may be necessary to cause such provisions to minimally comply with such Federal, State, county, or multi-jurisdictional laws or regulations, and this Development Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations, to the extent such laws or regulations do not render such remaining provision impractical to enforce and do not otherwise materially frustrate Developer's rights under this Development Agreement and the Development Approvals. When City or Developer believes such a change or addition exists under this Subsection 16.1.2, that Party shall take the following actions:

(a) The Party which believes a change or addition to the Existing Land Use Regulations has occurred shall provide the other Party hereto with a copy of such State or Federal law or regulation and a statement of the nature of its conflict with the provisions of the Existing Land Use Regulations and/or of this Development Agreement.

(b) The Parties shall, within ten (10) days, meet and confer in good faith and engage in a reasonable attempt to modify this Development Agreement to comply with such Federal or State law or regulation. In such discussions, the City and the Developer agree to preserve the terms of this Development Agreement and the rights of the Developer derived from this Development Agreement to the maximum extent feasible while resolving the conflict.

(c) Thereafter, if the representatives of the Parties are unable to reach agreement on the effect of such Federal or State law or regulation and the change in this Development Agreement necessitated thereby, or if the required change which is agreed to by the Parties requires, in the judgment of the City Manager and the City Attorney, a hearing before and/or approval by the City Council, then the matter shall be scheduled for hearing before the City Council by the City Clerk, at its next meeting. At least ten (10) days' written notice of the time and place of such hearing shall be given by the City Clerk to the representative of Developer and the City Manager. The City Council, at such hearing, or at a continuation of such hearing, shall determine the exact modification which is necessitated by such Federal or State law or regulation. Developer, and any other interested person, shall have the right to offer oral and written testimony at the hearing. The determination of the City Council shall be final and conclusive, except for judicial review thereof.

16.1.3 Regulation by Other Public Agencies. It is acknowledged by the Parties that other public agencies not subject to control by City may possess authority to regulate aspects of the Development of the Property, and this Development Agreement does not limit the authority of such other public agencies to act with respect to the Project on the Property.

16.1.4 Future Voter Actions Not Applicable to the Project. Notwithstanding any other provision of this Development Agreement to the contrary, any general plan amendment, specific plan amendment, zoning ordinance or regulation, or any other law, policy, or procedure

adopted by the voters of the City after the Development Agreement Date ("Voter Measures"), shall not apply in whole or in part to the Property, the Development, and/or the Project. No Voter Measures shall impede the vested right Developer has to develop the Project pursuant to the terms of this Development Agreement.

16.1.5 Development Agreement/Development Approvals. In the event of any inconsistency between any Existing Land Use Regulation and a Development Approval, the provisions of the Development Approval shall control. In the event of any inconsistency between any Existing Land Use Regulation, Subsequent Land Use Regulation or Development Approval and this Development Agreement, the provisions of this Development Agreement shall control.

SECTION 17 CANCELLATION

17.1 Initiation of Cancellation. Either Party may propose cancellation of this Development Agreement.

17.2 Procedure. Except as provided in Section 17.3, the procedure for proposing a cancellation of and cancelling this Development Agreement shall be the same as the procedure required for entering into this Development Agreement in the first instance. Such procedures are set forth in Section 65868 of the California Government Code.

17.3 Consent of Developer and City. Except in the case of a cancellation of this Agreement as a result of the Developer's failure to acquire the Property from the Successor Agency on or before January 1, 2023, or any extension, as provided in Section 2.3(b), any cancellation of this Development Agreement shall require the mutual consent of Developer and City.

SECTION 18 PERIODIC REVIEW

18.1 Time for Review. In accordance with the procedures set forth in the Development Agreement Ordinance, City shall, at least every twelve (12) months after the Development Agreement Date, review the extent of good faith compliance by Developer with the terms of this Development Agreement including the Existing Entitlements and Subsequent Development Approvals and the community benefits set forth in Section 7. Such periodic review shall determine compliance with the terms of this Development Agreement pursuant to California Government Code Section 65865.1 and other successor laws and regulations. If City fails to review the Project and the Developer's compliance with the material terms of this Development Agreement, then in such an event the Developer will be deemed to be in compliance with the provisions of this Development Agreement, and the Development Agreement will be deemed in full force and effect until such time as the City may complete such review of the Project and the Developer's compliance with this Development Agreement. The City's failure to review the Project or Developer's compliance with the terms of the Development Agreement, or Developer's failure to submit evidence concerning its good faith compliance with the material terms of the Development Agreement as specified in Section 18.2 of this Development Agreement, shall not constitute or be asserted by either Party as a breach of the Development Agreement by the other Party.

18.2 Developer's Submission. Each year, not less than forty-five (45) days nor more than ninety (90) days prior to the anniversary of the Development Agreement Date, Developer shall submit evidence to the City Council demonstrating its good faith compliance with the terms and conditions of this Development Agreement, the Existing Entitlements and Subsequent

Development Approvals. Developer shall pay to City a processing fee for the reimbursement of the actual and reasonable cost incurred by the City on each occasion that Developer submits its evidence for a periodic review including the costs of the City associated with the preparation of such technical reports as the City may reasonably require as part of such periodic review if any, to confirm such good faith compliance by Developer with the Development Agreement, the Existing Entitlements and Subsequent Development Approvals. The Developer shall pay such a processing fee to the City within thirty (30) days following receipt of a mutually detailed written invoice from the City.

18.3 Findings. Within sixty (60) days after the submission of Developer's evidence as provided in Section 18.2, the City Council shall determine, on the basis of substantial evidence, whether or not Developer has, for the period under review, complied in good faith with the terms and conditions of this Development Agreement, the Existing Entitlements and Subsequent Development Approvals. The burden of proof on this issue shall be on the Developer. If the City Council finds that Developer has so complied, the review for that period shall be deemed concluded. If the City Council finds and determines, on the basis of substantial evidence, that Developer has not complied in good faith with the terms and conditions of this Development Agreement for the period under review, Developer shall be deemed to be in default of the Development Agreement, and City may proceed in accordance with Section 19.

SECTION 19 EVENTS OF DEFAULT

19.1 Defaults by the Parties. If the City Council finds and determines, on the basis of substantial evidence, that Developer has not complied in good faith with one (1) or more terms and conditions of this Development Agreement, City shall, by written notice to Developer, specify the manner in which Developer has failed to so comply and state the steps Developer must take to bring itself into compliance. Developer shall be given at least sixty (60) days to cure such non-compliance and if the actions required to cure such non-compliance take more than sixty (60) days, then City shall give Developer additional time provided that Developer is making reasonable progress towards such end. If during the cure period, Developer fails to cure such noncompliance or is not making reasonable good faith progress towards such end, then, the City Council may, at its discretion, proceed to modify or terminate this Development Agreement or establish a time schedule for compliance in accordance with the procedures set forth in Section 20 of this Development Agreement. If Developer finds and determines that City has not complied in good faith with one or more terms or conditions of this Development Agreement, Developer shall, by written notice to City, specify the manner in which City has failed to so comply and state the steps City must take to bring itself into compliance. City shall be given at least sixty (60) days to cure such non-compliance and if the actions required to cure such non-compliance take more than sixty (60) days, then Developer shall give City additional time provided that City is making reasonable progress towards such end.

19.2 Specific Performance Remedy. Developer has invested significant time and resources and performed extensive planning and processing of the Project and with respect to agreeing to the terms of this Development Agreement. The Developer shall be investing even more significant time in implementing the Project in reliance upon the terms of this Development Agreement, and it is not possible to determines the sum of money which would adequately compensate Developer for an injury in the event of a default by the City under the Development Agreement. For the above reasons, City and Developer agree that damages shall not be a remedy

in favor of the Developer if City is in default with respect to any of its obligations under this Development Agreement. Therefore, specific performance of this Development Agreement by the City is the sole remedy of the Developer which would compensate Developer if City fails to carry out its obligations under this Development Agreement, and City hereby agrees that Developer shall be entitled to specific performance in the event of a default by City hereunder. City and Developer further acknowledge and agree that, if Developer fails to carry out its obligations under this Development Agreement, City shall have the right to refuse to issue any permit or other approval which Developer would otherwise have been entitled to pursuant to the Existing Development Approvals and any related Development Approval and this Development Agreement and further, if the Developer is in default under this Development Agreement or any Development Approval the City and the Developer agree that damages shall not be a remedy in favor of the City if the Developer is in default of its obligations with respect to any of its obligations under this Development Agreement except as provided for a default of the Developer under the Public Improvement Installation Agreement. City shall be entitled to specific performance for the sole purpose of causing Developer to satisfy such condition.

SECTION 20 MODIFICATION OR TERMINATION

If pursuant to Section 19 of this Development Agreement, City elects to modify or terminate this Development Agreement or establish a revised time schedule for compliance as herein provided, then City shall proceed as set forth in this Section.

20.1 Notice to Developer. City shall give notice to Developer of the City Council's intention to proceed to modify or terminate this Development Agreement or establish a time schedule for compliance within ten (10) days of making City's findings.

20.2 Public Hearing. The City Council shall set and give notice of a public hearing on modification, termination or a time schedule for compliance to be held within forty-five (45) days after the City Council gives notice to Developer.

20.3 Decision. The City Council shall announce its findings and decisions on whether this Development Agreement is to be terminated, how this Development Agreement is to be modified or the provisions of the Development Agreement with which Developer must comply and a time schedule therefore not more than ten (10) days following completion of the public hearing.

20.4 Standard of Review. Any determination by City to terminate this Development Agreement because Developer has not complied in good faith with the terms of this Development Agreement must be based upon a finding by the City Council, on the basis of a preponderance of the evidence, that Developer is in default and has not cured that default in the timeframe permitted by Sections 18 and 19 of this Development Agreement, as applicable.

20.5 Implementation. Amending or terminating this Development Agreement shall be accomplished by City enacting an ordinance. The ordinance shall recite the reasons which, in the opinion of City, make the amendment or termination of this Development Agreement necessary. Not later than ten (10) days following the adoption of the ordinance, one copy thereof shall be forwarded to Developer. This Development Agreement shall be terminated, or this Development

Agreement as modified shall become effective on the effective date of the ordinance terminating or modifying this Development Agreement.

20.6 Schedule for Compliance. Setting a reasonable time schedule for compliance with this Development Agreement may be accomplished by City enacting a resolution. The resolution shall recite the reasons which, in the opinion of City, make it advisable to set a schedule for compliance and why the time schedule is reasonable. Not later than ten (10) days following adoption of the resolution, one copy thereof shall be forwarded to Developer. Compliance with any time schedule so established as an alternative to amendment or termination shall be subject to periodic review as provided in this Development Agreement and lack of good faith compliance by Developer with the time schedule shall be basis for termination or modification of this Development Agreement.

SECTION 21 ASSIGNMENT OF INTEREST OF THE DEVELOPER

21.1 Right to Assign. Provided that Developer is not then in material default of the Development Agreement, Developer shall have the right to sell, mortgage, hypothecate, assign or transfer any and all of its rights, duties and obligations arising under this Development Agreement, to any person, partnership, joint venture, firm or corporation at any time during the term of this Development Agreement upon thirty (30) days prior written notice to the City which references this Section 21.1 and further, provided that any such sale, mortgage, hypothecation, assignment or transfer must be pursuant to a sale, assignment or other transfer of the interest of Developer in the Property, or a portion thereof. In the event of any such sale, mortgage, hypothecation, assignment or transfer, (a) Developer shall notify City of such event and the name of the transferee, together with the corresponding entitlements as relate to the Project which are proposed for transfer to such transferee, and (b) the Developer shall provide the City with a copy of the proposed form of agreement between Developer and such transferee accomplishing such transfer of interest and such agreement shall provide that either Developer or the transferee or both shall be liable to the City for the performance of all obligations of Developer pursuant to this Development Agreement and the Development Approvals with respect to the portion of the Property as transferred. Such transferee and/or Developer shall notify City in the notice described in the first sentence of this Section 21.1 regarding which entity as between them shall be liable for the performance of such obligations to the City. Within thirty (30) days of its receipt of the assignment and assumption agreement described in Section 21.1 the City Council shall confirm its acceptance thereof and such acceptance shall by the City shall not be unreasonably withheld, conditioned or delayed.

21.2 Release Upon Transfer. Upon the sale, transfer, or assignment of Developer's rights and interests under this Development Agreement as permitted pursuant to the Section 21.1 above, Developer shall be released from its obligations under this Development Agreement with respect to the Property, or portion thereof so transferred. Thereafter, a default under this Development Agreement by Developer shall not be considered or acted upon by the City as a default by the transferee and shall not affect the transferee's rights or obligations hereunder. Likewise, a default by a transferee relating to the transferred property shall not be considered or acted upon by the City as a default by Developer and shall not affect Developer's rights and obligations hereunder. Any and all successors, assigns and transferees of Developer shall have all of the same rights, benefits and obligations of Developer as used in this Development Agreement and the term "Developer" as used in this Development Agreement shall refer to any such successors, assigns and transferees unless expressly provided herein to the contrary.

SECTION 22 GENERAL

22.1 Force Majeure. The Term of this Development Agreement and the time within which Developer shall be required to perform any act under this Development Agreement shall be extended by a period of time equal to the number of days during which performance of such act by the Developer is delayed unavoidably by strikes, lock-outs, Acts of God, failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body, initiative or referenda, moratoria, enemy action, civil disturbances, fire, unavoidable casualties, economic slowdowns, or any other cause beyond the reasonable control of Developer Any litigation filed challenging City's approval this Development Agreement or any Development Approval including any of the Existing Development Approvals shall toll the expiration date each Development Approval for the length of time such litigation is pending until it is finally resolved.

22.2 Construction of Development Agreement. The language in all parts of this Development Agreement shall in all cases, be construed as a whole and in accordance with its fair meaning. The captions of the paragraphs and subparagraphs of this Development Agreement are for convenience only and shall not be considered or referred to in resolving questions of constructions. This Development Agreement shall be governed by the laws of the State of California. The Parties understand and agree that this Development Agreement is not intended to constitute, nor shall it be construed to constitute, an impermissible attempt to contract away the legislative and governmental functions of City, and in particular, City's police powers. In this regard, the Parties understand and agree that this Development Agreement shall not be deemed to constitute the surrender or abnegation of City's governmental powers over the Property.

22.3 Severability. If any provision of this Development Agreement shall be adjudged to be invalid, void or unenforceable, such provision shall in no way affect, impair or invalidate any other provision hereof, unless such judgment affects a material part of this Development Agreement, the Parties hereby agree that they would have entered into the remaining portions of this Development Agreement not adjudged to be invalid, void or illegal. In the event that all or any portion of this Development Agreement is found to be unenforceable, this Development Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event they shall take all steps necessary to comply with such public hearings and/or notice requirements as may be necessary in order to make valid this Development Agreement or that portion which is found to be unenforceable. Notwithstanding any other provisions of this Development Agreement, in the event that any material provision of this Development Agreement is found to be unenforceable, void or voidable, Developer or City may mutually agree to terminate this Development Agreement in accordance with the provisions of the Development Agreement Statute.

22.4 Cumulative Remedies. In addition to any other rights or remedies arising under the Public Improvement Installation Agreement, the Senior Citizen Covenant and Density Bonus Agreement, the Senior Citizen Housing Project Regulatory Agreement or the power of the City to enforce the CMC with respect to the Property and the Development, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement of this Development Agreement, or to enjoin any threatened or attempted violation, including suits for declaratory relief, and specific performance and in the case of the Developer, relief against the City in the nature of mandamus. All of the remedies described above shall be cumulative and not

exclusive of one another, and the exercise of anyone or more of the remedies shall not constitute a waiver or election with respect to any other available remedy.

22.5 Indemnification. Developer agrees to, and shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless City and City's elective and appointive councils, boards, commissions, officers, officials, agents, representatives and employees from and against each and every claim, action, proceeding, cost, fee, legal cost, damage, award or liability of any nature whatsoever arising out of City's performance of its obligation under this Development Agreement. The provisions of this Subsection shall not be binding on Developer to the extent the liability arises out of the gross negligence or willful misconduct of City, or its elective and appointive councils, boards, commissions, officers, officials, agents, representatives or employees, and shall expire upon expiration or termination of this Development Agreement, whichever occurs earlier.

22.6 Cooperation in the Event of Legal Challenge. Developer shall defend and indemnify the City, its agents, officers and employees from any claim, action, liability or proceeding that seeks to attack, set aside, void or annul the Project or any of the proceedings, acts or determinations taken, done or made as a result of City's processing and approval of the Project. Developer's obligation to defend and indemnify the City hereunder shall apply to any lawsuit or challenge alleging failure to comply with the requirements of any federal, state, or local law, including but not limited to general plan and zoning requirements and the California Environmental Quality Act. Developer's obligations under this Section 22.6 shall include, but not be limited to, payment of all court costs and attorney fees, all litigation-related costs, all costs of judgments and awards against the City, and all settlement costs, which arise out of City's processing and approval of the Project. The City shall notify Developer promptly of any claim, action or proceeding and reasonably cooperate in the defense. Upon receipt of such notification, the Project Applicant shall assume the defense of the claim, action, or proceeding, including the employment of counsel satisfactory to City, which approval shall not be unreasonably withheld. If City reasonably determines that having common counsel would create a conflict of interest between the Developer and the City, or if the Developer fails to promptly assume the defense of the claim, action, or proceeding or to promptly employ counsel satisfactory to the City, then the City may hire counsel for its own defense, and the Developer shall pay the City the reasonable attorney fees and costs of such counsel within 30 days after receiving an itemized invoice from the City. Developer shall further pay for all costs and fees related to any additional investigation or study, or for supplementing or revising any document, including, without limitation, environmental documents for the Project.

22.7 Public Agency Coordination. City and Developer shall cooperate and use reasonable efforts in coordinating the implementation of the Development Approvals with other public agencies, if any, having jurisdiction over the Property or the Project including without limitation the implementation of the Environmental Clean-up of the Property.

22.8 Initiative Measures. Both City and Developer intend that this Development Agreement is a legally binding contract which shall be exempt from any initiative measure or municipal moratorium affecting the consideration and approval of parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy certificates or other entitlements to use approved, issued or granted within the City. This Development Agreement shall apply to the Project to the extent such initiative measure or municipal moratorium or other

limitation is inconsistent or in conflict with this Development Agreement. Should an initiative measure or moratorium or other limitation be enacted by the citizens of City which would preclude construction of all or any part of the Project, and to the extent such initiative, measure, moratorium, referendum, statute, ordinance or other limitation be determined by a court of competent jurisdiction to invalidate or prevail over all or any part of this Development Agreement, Developer shall have no recourse against City pursuant to the Development Agreement for damages, but shall retain all other rights, claims and causes of action under this Development Agreement not so invalidated and any and all other rights, claims and causes of action at law or in equity which Developer may have independent of this Development Agreement with respect to the Project. The foregoing shall not be deemed to limit Developer's right to appeal any such determination that such initiative measure, moratorium or other limitation invalidates or prevails over all or any part of this Development Agreement. City agrees to cooperate with Developer in all reasonable manners in order to keep this Development Agreement in full force and effect, provided Developer shall reimburse City for its actual and reasonable out-of-pocket expenses incurred directly in connection with such cooperation and City shall not be obligated to institute a lawsuit or other court proceedings in this connection.

22.9 Attorneys' Fees. In the event of any litigation between the Parties involving the covenants or conditions contained in this Development Agreement, the prevailing party shall be entitled to recover its reasonable expenses, attorneys' fees and costs.

22.10 No Waiver. No delay or omission by either party in exercising any right or power accruing upon non-compliance or failure to perform by the other party under any of the provisions of this Development Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of any of the covenants or conditions to be performed by the other party shall not be construed as a waiver of any succeeding breach of nonperformance of the same or other covenants and conditions hereof.

22.11 Authority to Execute. The person executing this Development Agreement on behalf of Developer represents and warrants that he/she has the authority to execute this Development Agreement on behalf of his/her partnership and represents and warrants that he/she has the authority to bind Developer to the performance of Developer's obligations hereunder.

22.12 Notice.

22.12.1 To Developer. Any notice required or permitted to be given by City to Developer under or pursuant to this Development Agreement shall be deemed sufficiently given if in writing and delivered personally to an officer of Developer or mailed with postage thereon fully prepaid, registered or certified mail, return receipt requested, addressed; to Developer as follows:

Prima Development, Inc.
12401 Woodruff Ave., Suite 10
Downey, CA 90421
Attn: Fernando Vasquez

With copies to:

_____
_____
_____
Attn: _____

or such changed address as Developer shall designate in writing to City.

22.12.2 To City. Any notice required or permitted to be given to City under or pursuant to this Development Agreement shall be made and given in writing, if by mail addressed to:

City Council
City of Cudahy
c/o City Clerk
5220 Santa Ana Street
Cudahy, CA 90201
With copies to:

City Manager
City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201

City Attorney
Olivarez Madruga Lemieux O'Neill, LLP
500 S. Grand Ave., 12th Floor
Los Angeles, CA 90071

or such changed address as City shall designate in writing to Developer. Alternatively, notices to City may also be personally delivered to the City Clerk, at the Cudahy City Hall, 5220 Santa Ana Street, Cudahy, California 90201, together with copies marked for the City Manager and the City Attorney or, if so addressed and mailed, with postage thereon fully prepaid, registered or certified mail, return receipt requested, to the City Council in care of the City Clerk at the above address with copies likewise so mailed to the City Manager and the City Attorney, respectively and also in care of the City Clerk at the same address. The provisions of this Section shall be deemed permissive only and shall not detract from the validity of any notice given in a manner which would be legally effective in the absence of this Section.

22.13 Captions. The captions of the paragraphs and subparagraphs of this Development Agreement are for convenience and reference only and shall in no way define, explain, modify, construe, limit, amplify or aid in the interpretation, construction or meaning of any of the provisions of this Development Agreement.

22.14 Consent. Any consent required by the Parties in carrying out the terms of this Development Agreement shall not unreasonably be withheld, conditioned or delayed.

22.15 Further Actions and Instruments. Each of the Parties shall cooperate with and reasonably provide to the other to the extent contemplated hereunder in the performance of all obligations under this Development Agreement and the satisfaction of the conditions of this Development Agreement. Upon the request of either Party at any time, 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 Development Agreement to carry out the intent and to fulfill the provisions of this Development Agreement or to evidence or consummate the transactions contemplated by this Development Agreement.

22.16 Subsequent Amendment to Authorizing Statute. This Development Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute in effect as of the Development Agreement Date. Accordingly, to the extent that subsequent amendments to the California Government Code would affect the provisions of this Development Agreement, such amendments shall not be applicable to this Development Agreement unless necessary for this Development Agreement to be enforceable or unless this Development Agreement is modified pursuant to the provisions set forth in this Development Agreement and California Government Code Section 65868 as in effect on the Development Agreement Date.

22.17 Governing Law. This Development Agreement, including, without limitation, its existence, validity, construction and operation, and the rights of each of the Parties shall be determined in accordance with the laws of the State of California.

22.18 Effect on Title. Developer and City agree that this Development Agreement shall not continue as an encumbrance against any portion of the Property as to which this Development Agreement has terminated.

22.19 Mortgagee Protection. A breach of this Development Agreement by the Developer shall not defeat, render invalid, diminish, or impair the lien of Mortgagees having a mortgage on any portion of the Property made in good faith and for value, unless otherwise required by law. No Mortgagee shall have an obligation or duty under this Development Agreement to perform Developer's obligations, or to guarantee such performance of the Developer prior to any foreclosure by such Mortgage of its security interest in the Property or its acceptance of a deed in lieu thereof.

22.20 Notice of Default to Mortgagee, Right of Mortgagee to Cure. If the City Clerk timely receives notice from a Mortgagee or party to any LIHTC Financing Document referencing this Section 22.20 of the Development Agreement and referencing a copy of any notice of default given to Developer under the terms of this Development Agreement, City shall provide a copy of that notice to the Mortgagee or party to any LIHTC Financing Document within ten (10) days of sending the notice of default to Developer. Each such Mortgagee or party to any LIHTC Financing Document shall have the right, but not the obligation, for a period up to ninety (90) days after the receipt of such notice from City to cure or remedy, or to commence to cure or remedy the default unless a further extension of time to cure is granted in writing by City. If the default is of a nature which can only be remedied or cured by such Mortgagee or party to any LIHTC Financing Document upon obtaining possession of the Property, such person shall seek to obtain possession of the Property, or portion thereof with diligence and continually through foreclosure, appointment of a receiver or otherwise, and shall thereafter remedy or cure the default or noncompliance within

thirty (30) days after obtaining possession of the Property. If any such default or noncompliance cannot, with diligence, be remedied or cured within such thirty (30) day period, then such Mortgagee or party to any LIHTC Financing Document shall have such additional time as may be reasonably necessary to remedy or cure such default or non-compliance if such Mortgagee or party to any LIHTC Financing Document commences cure during such thirty (30) day period, and thereafter diligently pursues and completes such cure.

22.21 Bankruptcy. Notwithstanding the foregoing provisions of Section 22.20 of this Development Agreement, if any Mortgagee or party to any LIHTC Financing Document is prohibited from commencing or pursues and prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving City, the times specified in Section 22.20 for commencing or prosecuting foreclosure or other proceedings following notice by the City shall be extended for the period of the prohibition.

22.22 Disaffirmance.

22.22.1 New Development Agreement upon Most Senior Mortgagee's Request. City agrees that in the event of termination of this Development Agreement by reason of any default by the Developer, or by reason of the disaffirmance hereof by a receiver, liquidator or trustee for Developer or its property, City, if requested by any Mortgagee or party to any LIHTC Financing Document, shall enter into a new Development Agreement for the Project with the most senior Mortgagee requesting such new agreement, for the remainder of the Term, effective as of the date of such termination, upon the terms, provisions, covenants and agreements as herein contained to the extent and subject to the law then in effect, and subject to the rights, if any, of any parties then in possession of any part of the Property, provided:

(a) The Mortgagee or party to any LIHTC Financing Document shall make written request upon City for the new Development Agreement for the Project within thirty (30) days after the date of termination;

(b) The Mortgagee or party to any LIHTC Financing Document, as applicable, shall pay to City at the time of the execution and delivery of the new Development Agreement for the Project expenses, including reasonable attorneys' fees, to which City shall have been subjected by reason of Developer's default; and

(c) The Mortgagee or party to any LIHTC Financing Document, as applicable, shall perform and observe all covenants herein contained on Developer's part to be performed, and shall further remedy any other conditions which Developer under the terminated agreement was obligated to perform under its terms, to the extent the same are curable or may be performed by the Mortgagee or party to any LIHTC Financing Document, as applicable.

22.22.2 New Development Agreement Not Required. Nothing herein contained shall require any Mortgagee or party to any LIHTC Financing Document to enter into a new Development Agreement pursuant to Section 22.22.1 of this Development Agreement, nor to cure any default of Developer referred to above.

22.23 No Third-Party Beneficiaries. This Development Agreement and all provisions hereof is made and entered into for the sole protection and benefit of City, Developer and their

successors and assigns. No other person shall have right of action based upon any provision in this Development Agreement.

22.24 Jurisdiction and Venue. Any action at law or in equity arising under this Development Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Development Agreement shall be filed and tried in the Superior Court of the County of Los Angeles, State of California, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

22.25 Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Development Agreement. No partnership, joint venture or other association of any kind is formed by this Development Agreement. The only relationship between City and Developer is that of a government entity regulating the development of private property and the developer of such private property.

22.26 Restrictions. Developer shall place in any agreements to sell or convey any interest in the Property or any portion thereof, provisions making the terms of this Development Agreement binding on any successors in interest of Developer and express provision for Developer or City, acting separately or jointly, to enforce the provisions of this Development Agreement and to recover attorneys' fees and costs for such enforcement.

22.27 Recitals. The recitals in this Development Agreement constitute part of this Development Agreement and each party shall be entitled to rely on the truth and accuracy of each recital as an inducement to enter into this Development Agreement.

22.27.1 Recording. The City Clerk shall cause a copy of this Development Agreement as executed in recordable form by the Parties in the Official Records of Los Angeles County following the Development Agreement Date concurrently upon the Developer's acquisition of the Property form the Successor Agency, provided however that the City Council shall not submit a copy of this Development Agreement for recordation in the event that the Developer may not acquire the Property from the Successor Agency on or before January 1, 2023.

22.27.2 Entire Agreement. This Development Agreement, constitutes the entire agreement between the Parties with respect to the subject matter of this Development Agreement, and this Development Agreement supersedes all previous negotiations, discussions and agreements between the Parties, and no parole evidence of any prior or other agreement shall be permitted to contradict or vary the terms hereof.

22.27.3 Successors and Assigns. The burdens of the Development Agreement shall be binding upon, and the benefits of the Development Agreement inure to all successors in interest and assigns of the Parties to the Development Agreement.

22.27.4 Bindings Covenants. Upon the recordation of this Development Agreement, the provisions of this Development Agreement to the extent permitted by law shall constitute covenants which shall run with the Property for the benefit thereof, and the benefit of the Property and the Developer and the City and the community generally, and this Development

Agreement shall bind and inure to the benefit of the Parties and all successors in interest to the Parties hereto.

22.27.5 Exhibits. All exhibits, including attachments thereto, are incorporated in this Development Agreement in their entirety by this reference.

22.27.6 Survival of Certain Obligations and Provisions Upon Termination of Development Agreement. The indemnification obligations of the Parties which may arise prior to the termination of this Agreement shall survive the termination of this Development Agreement, and the following instruments and provisions of this Development Agreement shall also survive the termination of this Development Agreement:

(i) the effect of the Senior Citizen Occupancy and Density Bonus Agreement following its recordation;
(ii) the effect of the Senior Citizen Housing Regulatory Agreement following its recordation;
(iii) the effect of the Public Improvement Installation Agreement following its recordation;
(iv) the effect of the CC&Rs with respect to the Project as provided in Section 3.6;
(v) the right of the City as provided in Section 18, to review and confirm that the public benefits referenced in Section 7.2.3 and Section 7.2.4 remain available to the community from the Project.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Developer have executed this Development Agreement as of the date of the signature of the City, below.

"CITY"

CITY OF CUDAHY, a California municipal corporation

By:_____
Mayor

Date:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

"DEVELOPER"

PRIMA DEVELOPMENT, INC., a California nonprofit public benefit corporation

By: _____

Name:_____

Its:_____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B-1

SENIOR CITIZEN COVENANT AND DENSITY BONUS AGREEMENT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
City of Cudahy
c/o City Clerk
5220 Santa Ana Street
Cudahy, CA 90201
Attn: City Manager

(Space Above Line For Use By Recorder)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103 27383

[Editor's note: the draft text of this Senior Citizen occupancy Covenant and Density Bonus Agreement is subject to certain conforming edits prior to its recordation in coordination with the LIHTC Financing Documents as set forth in the Development Agreement.]

2020
CITY OF CUDAHY
SENIOR CITIZEN OCCUPANCY COVENANT AND HOUSING DENSITY BONUS AGREEMENT
(Cudahy Successor Agency: Site 3)

This **2020 SENIOR CITIZEN OCCUPANCY COVENANT AND HOUSING DENSITY BONUS AGREEMENT** (the "Agreement"), is dated as of _____, 2020, and is entered into by and between the **CITY OF CUDAHY**, a California municipal corporation (the "City") and **PRIMA DEVELOPMENT**, a California nonprofit public benefit corporation and its successors and assigns (the "Developer"). The capitalized term "Parties" shall be a collective reference to both City and Developer. The capitalized term "Party" shall refer to either City or Developer interchangeably as appropriate.

RECITALS

WHEREAS, Developer has obtained the "Development Approvals" as this term is defined in the Development Agreement dated as of October 20, 2020 by and between the Developer and the City for the improvement and construction of a complete mixed-use development (the "Project") on the lands described in Exhibit "A" attached hereto (the "Senior Housing Project Property"); and

WHEREAS, the Project as shall be undertaken by the Developer in accordance with Development Agreement and the provisions of this Agreement; and

WHEREAS, the Project is more particularly described in the Development Agreement and consists of two primary elements more particularly defined herein below as: (i) the "Senior Housing Project"; and (ii) the "Healthcare Office Project"; and

WHEREAS, in the Developer offered to undertake the development and operation of the Project subject to the City's approval of the Development Agreement and the Developer's plan of improvement of the Project including the Developer's commitment that all of the residential dwelling units in the Senior Citizen Housing Project element of the Project shall be reserved for occupancy by lower income senior citizen households as authorized by California Government Code Section 65915 *et seq*., and City of Cudahy Municipal Code Chapter 20.52 (collectively, the "Density Bonus Law"); and

WHEREAS, pursuant to the application of the Density Bonus Law to the Senior Citizen Housing Project, and subject to the satisfaction of the covenants of the Developer as provided in the Development Agreement and this Agreement, the Developer may construct up to one hundred seventy-nine (179) rental dwelling units on the Senior Citizen Housing Project Property (subject to "Minor Modifications" as this term is described in the Development Agreement); provided however that all such rental dwelling units in the Senior Housing Project shall be reserved for occupancy by Eligible Senior Citizen Households as provided herein below except for an on-site manager dwelling unit.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE CITY AND DEVELOPER AGREE AS FOLLOWS:

- PART ONE -

SECTION 1.1. Recitals. The Recitals above are true and correct and incorporated herein by reference.

SECTION 1.2. Purpose of Agreement**.** The purpose of this Agreement is to evidence the City's acceptance of the offer of Developer to provide up to one hundred seventy-nine (179) Dwelling Units on the Senior Citizen Housing Project Property (subject to Minor Modifications) for use and occupancy by Eligible Senior Citizen Households as part of the Project during the Term hereof. In the absence of the recordation of this Agreement, the Cudahy Municipal Code permits the development and occupancy of a maximum of fifty-four (54) dwelling units on the lands on which the Project shall be developed, including the Senior Citizen Housing Project Property. Pursuant to the Density Bonus Law and the covenant of Developer to undertake and operate the Senior Housing Project in accordance with the Development Agreement, the total number of Dwelling Units as shall be constructed on the Property by Developer may exceed the fifty-four (54) dwelling unit base up to the maximum number of Dwelling Units authorized by the Development Agreement (e.g., up to 179 dwelling units subject to Minor Modification).

SECTION 1.3. In addition to the definition of certain terms and phrases as set forth in the Recital paragraphs of this Agreement and elsewhere in this Agreement, the following terms and phrases shall have the meaning as set forth below:

1.3.1 Adjusted for family size. Adjusted for family size shall have the same meaning as set forth at Health and Safety Code Section 50052.5.

1.3.2 Affordability Period. Affordability Period means the period of time when the Dwelling Units shall remain affordable to Eligible Senior Citizen Households, from and after the date of recordation of an instrument entitled "Senior Citizen Housing Regulatory Agreement and Declaration of Restrictive Covenants, dated as of October 20, 2020 by and between the Development and the City as recorded concurrently herewith.

1.3.3 Affordable Rent. Affordable Rent means the maximum monthly rent that may be charged and paid by an Eligible Senior Citizen Household for occupancy of a Dwelling Unit as annually determined in accordance with Health and Safety Code Section 50053(b) and implementing regulations promulgated by the State of California and/or Los Angeles County, as applicable.

1.3.4 Area Median Income. Area Median Income means the adjusted area median income of a geographic area of the state, as annually estimated by the United States Department of Housing and Urban Development ("HUD"), pursuant to Section 8 of the United States Housing Act of 1937 published for each county in California by the State Department of Housing and Community Development (the "State HCD") pursuant to Health and Safety Code Section 50093. For purposes of this Agreement, the Area Median Income shall be for Los Angeles County, California.

1.3.5 Dwelling Units. Dwelling Units means each of the rental dwelling units reserved for occupancy by Eligible Senior Citizen Households on the Senior Citizen Housing Project Property.

1.3.6 Effective Date. Effective Date means and refers to the date on which each of the following conditions has been satisfied:

(i) the Development Agreement is in full force and effect and shall be recorded against the Senior Citizen Housing Project Property concurrently with this Agreement and the Senior Citizen Housing Regulatory Agreement; and

(ii) this Agreement has been executed by the Developer in recordable form; and

(iii) this Agreement has been executed by the City in recordable form; and

(iv) this Agreement has been approved by each lender or beneficiary who may then claim a mortgage security interest in the Senior Citizen Housing Project Property at the time of recordation of this Agreement under any "LIHTC Financing Document" as this term is defined in the Development Agreement; and

(v) the lands on which the Project shall be constructed and improved has been subdivided and a condominium plan for the Project has been recorded which provided for a legal description of the Senior Citizen Housing Project Property; and

(vi) the Developer has acquired the Senior Citizen Housing Project Property from the Successor Agency; and

(vii) this Agreement has been filed for recordation by the City with the Office of Records of Los Angeles County.

1.3.7 Eligible Senior Citizen Household. Eligible Senior Citizen Household means and refers to a Senior Citizen Household whose income does not exceed the qualifying limits for a Very Low Income Household.

1.3.8 Healthcare Office Project. Healthcare Office Project means and refers to the community medical services office, senior citizen day care service office and related commercial office mixed-use development element of the Project as more particularly described in the Development Agreement.

1.3.9 Senior Citizen. Senior Citizen means and refers to any person who is at least sixty-two (62) years of age at the time of such person's initial occupancy of a Dwelling Unit as part of a Senior Citizen Household.

1.3.10 Senior Citizen Household. Senior Citizen Household means and refers to the persons who are eligible to occupy a Dwelling Unit as either a Senior Citizen, or a "qualified permanent resident," as this term is defined in Civil Code Section 51.3(b)(2) and (3), or a "cohabitant," as this term is defined in Civil Code Section 51.3(b)(6) with a Senior Citizen. Collectively, these persons who reside in a Dwelling Unit in the Senior Citizen Housing Project and referred to as a Senior Citizen Household.

1.3.11 Senior Citizen Housing Project. Senior Citizen Housing Project means and refers to the affordable rental housing development reserved for occupancy by Eligible Senior Citizen Households. The Senior Citizen Housing Project element of the Project as more particularly described in the Development Agreement.

1.3.12 Successor Agency. Successor Agency means and refers to the City of Cudahy as Successor Agency to the former Cudahy Community Development Commission.

1.3.13 Term. Term means the period of time when this Agreement is in effect, which shall be concurrent with the Affordability Period.

1.3.14 Very Low Income Household. Very Low Income Household has the same meaning as set forth in California Health and Safety Code Section 50105

and the Very Low Income Household includes extremely low income households, as defined in California Health and Safety Code Section 50106.

SECTION 1.4. Successor Agency. The Successor Agency is not a Party to this Agreement.

SECTION 1.5. Owner of the Healthcare Office Project. The owner of the property condominium interest on which the Healthcare Office Project element of the Project shall be constructed, improved and operated, is not a Party to this Agreement provided however, that such owner expressly consents to the provisions of Section 5.16 as evidenced by the signature of its authorized principal which appears on page __ of this Agreement.

SECTION 1.6. Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the development of the Project including the Senior Citizen Housing Project element of the Project and the Healthcare Office Project element of the Project, is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. No partnership, joint venture or other association of any kind among Developer or the owner of the Healthcare Office Project element of the Project or the City is formed by this Agreement. The relationship between City and Developer which arises under this Agreement is that of a government entity regulating the development of private property under the terms of the Development Agreement in the case of the City and the Owner of the Senior Citizen Housing Project element of the Project in the case of Developer.

- PART TWO -

The approval of the necessary land use entitlements that authorize Developer to develop, operate, and maintain the Senior Citizen Housing Project is based upon Developer's offer to the City as accepted by the City under the Development Agreement that all of the Dwelling Units in the Senior Housing Project shall be reserved for occupancy by Eligible Senior Citizen Households. This Agreement shall have priority over any and all mortgages, deed of trust, and other similar forms of secured financing recorded against the Senior Citizen Housing Project Property or any portion thereof (e.g., any of the LIHTC Financing Documents), and Developer expressly understands and acknowledges that the provision of PART THREE and PART FOUR shall not be subordinate to any such mortgage, deed of trust, or other similar forms of financing secured by the Senior Citizen Housing Project Property.

- PART THREE -

From and after the date of recordation of this Agreement, and except during the construction of the Senior Citizen Housing Project, Developer hereby agrees to reserve and restrict the Senior Housing Project Property for improvement, use and residential occupancy, by persons and family who at the time of initial occupancy of each Dwelling Unit, satisfy the requirements of an Eligible Senior Citizen Household. Nothing in the preceding sentence shall be deemed to prohibit Developer from reserving one of the Dwelling Units for occupancy by an on-site residential management employee of Developer or a property management company under

contract with Developer and the household of such on-site residential management employee need not qualify as an Eligible Senior Citizen Household or as a Senior Citizen Household.

- PART FOUR -

SECTION 4.1. Grant of Density Bonus. Subject to the terms of this Agreement, upon the recordation of this Agreement against the Senior Citizen Housing Project Property, the City hereby allocates and grants a density bonus of up to one hundred twenty-five (125) rental dwelling units (subject to Minor Modifications under the Development Agreement) for the development of the Senior Citizen Housing Project on the Senior Citizen Housing Project Property in accordance with the Development Agreement.

SECTION 4.2. Senior Citizen Housing Project Facilities. Each of the Dwelling Units in the Senior Citizen Housing Project shall contain facilities adequate for living, sleeping, eating, cooking, and sanitation, in accordance with all applicable federal, state, and local laws, regulations, and codes. The development and maintenance of the Dwelling Units shall comply with the City building code and all other applicable local codes, development standards, ordinances, and zoning ordinances in effect.

SECTION 4.3. Operation of Dwelling Units. Developer hereby agrees to make available, restrict occupancy to, and rent each of the Dwelling Units in the Senior Citizen Housing Project to Eligible Senior Citizen Households at an Affordable Rent. One (1) Dwelling Unit in the Senior Housing Project shall be reserved for an on-site manager and shall not be deemed to be a Dwelling Unit which must otherwise be occupied by an Eligible Senior Household.

SECTION 4.4. Use of the Senior Citizen Housing Project. All the uses conducted at the Senior Citizen Housing Project Property, including, without limitation, all activities undertaken by the Developer as part of the Project pursuant to this Agreement shall conform to all applicable provisions of the Cudahy Municipal Code and other applicable federal, state, and local laws, rules, and regulations. The Senior Citizen Housing Project shall, at all times during the Term of this Agreement, be used as an affordable Senior Citizen Household rental complex and none of the Dwelling Units in the Senior Citizen Housing Project shall, at any time, be utilized on a transient basis, nor shall the Senior Citizen Housing Project Property, or any portion thereof, be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home, or be converted to residential condominium ownership. All of the community facilities and any social programs provided to the residents of the Senior Citizen Housing Project shall be available at all times on an equal, non-discriminatory basis to residents of all Dwelling Units at the Senior Citizen Housing Project.

SECTION 4.5. Senior Citizen Housing Project Regulatory Agreement. Concurrently upon the recordation of this Agreement, Developer and the City have caused to be recorded against the Senior Citizen Housing Project Property an instrument entitled "Senior Citizen Housing Project Regulatory Agreement and Declaration of Restrictive Covenants," dated as of October 20, 2020 (the "Regulatory Agreement"). In the event of any conflict or inconsistency between the provisions of this Agreement and the Regulatory Agreement, the more restrictive conflicting or inconsistent provision of the two (2) instruments shall apply.

- PART FIVE -

SECTION 5.1. Covenants Run with the Land. The Senior Citizen Housing Project Property shall be held, sold, conveyed, hypothecated, encumbered, used, occupied and improved subject to the covenants, conditions, and restrictions set forth herein. The covenants, conditions, restrictions, reservations, equitable servitudes, liens and charges set forth in this Agreement shall run with the Senior Citizen Housing Project Property and shall be binding upon Developer and all persons having any right, title or interest in the Senior Citizen Housing Project Property, or any part thereof, their heirs, and successive owners and assigns, shall inure to the benefit of City and its successor and assigns, and may be enforced by City and its successors and assigns. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of City and its successor and assigns, and the parties hereto expressly agree that this Agreement and the covenants herein shall run in favor of City, without regard to whether City is or remains an owner of any land or interest therein to which such covenants relate. Furthermore, all of the covenants, conditions, and restrictions contained herein shall also constitute easements in gross running in favor of City. City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, in whose favor and for and whose benefit this Agreement and the covenants running with the land have been provided. Developer hereby declares its understanding and intent that the burden of the covenants set forth herein touch and concern the land and the Developer's interest in the Senior Citizen Housing Project Property is rendered less valuable thereby. Developer hereby further declares its understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Senior Citizen Housing Project Property by the citizens of City and by furthering the health, safety, and welfare of the residents of City.

SECTION 5.2. No Impairment of Lien. No violation or breach of this Agreement shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust, or other financing or security instrument, or any part thereof or interest therein which affect the Senior Citizen Housing Project Property.

SECTION 5.3. Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

DEVELOPER:
Prima Development, Inc.
12401 Woodruff Ave., Suite 10
Downey, CA 90421
Attn: Fernando Vasquez, President
Phone: (562) 261-7601
Fax: (562) 478-4580

CITY:
City of Cudahy
Community Development/Planning
5220 Santa Ana Street
Cudahy, CA 90201
Attn: Community
Development/Planning Director
Phone: (323) 773-5143 ext. 242
Fax: _____

With copy to:	With copy to:
_____	City Manager
_____	City of Cudahy
_____	5220 Santa Ana Street
_____	Cudahy, CA 90201

SECTION 5.4. Default. Failure or delay by any Party to perform any term or provision of this Agreement which is not cured within thirty (30) days after receipt of notice from the other Party specifying the default (or such other period specifically provided herein) constitutes a default under this Agreement; provided, however, if such default is of the nature requiring more than thirty (30) days to cure, the defaulting party shall avoid default hereunder by commencing to cure within such thirty (30) day period, and thereafter diligently pursuing each cure to completion within an additional sixty (60) days following the conclusion of such thirty (30) day period (for a total of ninety (90) days). Except as required to protect against further damages, the injured Party may not institute proceedings against the Party in default until the time for cure has expired. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. City hereby agrees to accept any cure offered by any limited partner of or lender to Developer on the same basis as if such cure were offered by Developer.

SECTION 5.5. Rights and Remedies Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

SECTION 5.6. Indemnification. In addition to any indemnity specifically provided under any other agreements between the Parties including without limitation, the Development Agreement, Developer agrees to defend (with counsel of City's choosing and the consent of Developer, which shall not be unreasonably withheld, and which may be joint defense counsel upon City's and Developer's consent) indemnify and hold harmless City and its respective officers, officials, agents, employees, representatives, and volunteers (collectively, "Indemnitees") from and against any loss, liability, claim, or judgement arising from any act or omission of Developer in connection with its obligations under this Agreement, except to the extent caused by the gross negligence of misconduct of Indemnitees.

SECTION 5.7. Representation and Warranties Of Developer.

The Developer represents and warrants for the benefit and reliance for the City as follows:

(i) the Developer is a California nonprofit public benefit corporation duly organized and validly existing under the laws of the State of California and is authorized to conduct business in California and is authorized to carry on its business as new being conducted and as contemplated in this Agreement;

(ii) the Developer has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and

delivered and this Agreement has been duly and validly executed and delivered by the Developer to the City as of the Effective Date;

(iii) as of the Effective Date, this Agreement shall be a legal, valid and binding obligation of the Developer, enforceable against the Developer and its successors and assigns in interest in the Property, and each portion thereof, in accordance with its terms, subject to bankruptcy and other equitable principles.

SECTION 5.8. Time of The 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.

SECTION 5.9. Attorneys' Fees. In addition to any other remedies provided herein or available under applicable laws, if either Party to this Agreement commences an action against the other Party arising out of, or in connection with this Agreement, the prevailing Party shall be entitled to recover from the losing Party its costs of suit, including, but not limited to, its reasonable attorneys' fees, expert witness fees, and costs of investigation.

SECTION 5.10. 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 having 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 in their respective agents, employees or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

SECTION 5.11. Amendment. No amendment, modification or supplement of this Agreement shall be valid or binding unless it is in writing and such writing has been executed and signed by both Parties, subject to City approval. The requirement for written amendment, modification or supplement of this Agreement cannot be waived and any attempted waiver shall be void and invalid.

SECTION 5.12. Estoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the current, actual knowledge of the certifying party, (a) this Agreement is in full force and effect and a binding obligation of the parties, (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications and (c) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and extent of any such defaults. Failure to provide such certificate, or provide written explanation of why it will not do so within thirty (30) days, may, at the option of the requesting party, be deemed a default hereunder.

SECTION 5.13. Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

SECTION 5.14. Integration. This Agreement contains the entire understanding between the Parties relating to the transaction contemplated by this Agreement, except as otherwise provided. All prior 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 into 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 constituted 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.

SECTION 5.15. Further Actions and Instructions. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgement 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 or to evidence or consummate the transactions contemplated by this Agreement.

SECTION 5.16. Acknowledgement of Owner of Healthcare Office Project Element of the Project. The entity whose principal has signed the "CONSENT" at page ____ of this Agreement hereby acknowledges and agrees that no amendment or modification of the condominium plan for the Project referenced in Section 1.3.6.(v) of this Agreement may be in conflict or purport to invalidate any of the provisions of PART TWO or PART THREE or PART FOUR of this Agreement and that such entity shall own, use and operate the condominium interest as described in Exhibit B attached hereto, subject to the acknowledgment set forth in this Section 5.16.

SECTION 5.17. Counterparts. This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. One (1) fully executed original counterpart shall be delivered to Developer and the remaining two (2) original counterparts shall be retained by the City.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as evidenced by the signatures of the authorized officers of each of them.

CITY

City of Cudahy, a municipal corporation

By:_____
City Manager

Date:_____

APPROVED AS TO FORM:

By:_____

DEVELOPER

Prima Development, a nonprofit public benefit corporation

By:_____

Name: Fernando Vasquez

Title: President

Date:_____

ACKNOWLEDGEMENT OF OWNER OF HEALTHCARE OFFICE ELEMENT OF THE PROJECT TO SECTION 5.16 OF THIS AGREEMENT

By_____

EXHIBIT B-2

SENIOR CITIZEN HOUSING REGULATORY AGREEMENT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Cudahy
5220 Santa Ana Street
Cudahy, California 90201
Attn: City Manager

(Space Above Line For Use By Recorder)

No fee for recording pursuant to
Government Code Section 27383

[Editor's note: the draft text of this Regulatory Agreement is subject to certain conforming edits prior to its recordation in coordination with the LIHTC Financing Documents as set forth in the Development Agreement.]

CITY OF CUDAHY
SENIOR CITIZEN HOUSING REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS
(Prima Development: Site 3)

This Senior Citizen Housing Regulatory Agreement and Declaration of Restrictive Covenants (the "Regulatory Agreement") is made and entered into as of October 20, 2020, by and between the Prima Development, Inc., a California non-profit corporation (the "Developer") and the City of Cudahy, a municipal corporation (the "City"), and is entered into in light of the facts set forth in the following recital paragraphs.

RECITALS

A. Developer submitted an application to the City, dated _____, 2020 (the "Development Project Application") for the approval of the construction of a complete mixed-use development (the "Project") on the lands described in Exhibit "A" attached hereto (the "Senior Housing Project Property").

B. The Project as shall be undertaken by Developer in accordance with the Development Project application and that certain agreement by and between Developer and the City entitled "Development Agreement," dated as of October 20, 2020 (the "Development Agreement") and the provisions of this Agreement.

C. The Project consists of two primary elements more particularly defined herein below as: (i) the "Senior Citizen Housing Project"; and (ii) the "Healthcare Office Project."

D. In the Development Project Application, Developer offers to undertake the development and operation of the Project subject to the City's approval of the Development Agreement, and Developer's plan of improvement of the Project includes Developer's commitment that all of the residential dwelling units in the Senior Citizen Housing Project element of the Project shall be reserved for occupancy by lower income senior citizen households as authorized by California Government Code Section 65915 *et seq.*, and City of Cudahy Municipal Code Chapter 20.52 (collectively, the "Density Bonus Law").

E. Pursuant to the application of the Density Bonus Law to the Property and the Senior Citizen Housing Project, and subject to the satisfaction of the covenants of the Developer as provided in the Development Agreement and this Agreement, the Developer may construct up to one hundred seventy-four (174) rental dwelling units on the Senior Citizen Housing Project Property (subject to "Minor Modifications" as this term is described in the Development Agreement); provided however that at least one hundred seventy-three (173) of such rental dwelling units in the Senior Citizen Housing Project shall be reserved for occupancy by Eligible Senior Citizen Households as defined below.

THEREFORE, THE DEVELOPER AND THE CITY HEREBY AGREE FOR THEMSELVES AND THEIR SUCCESSOR AND ASSIGNS AND EACH OF THEM AS FOLLOWS:

ARTICLE 1
DEFINITIONS AND AFFECT OF AGREEMENT ON OTHER SENIOR CITIZEN HOUSING PROJECT DOCUMENTS

1.1 Definitions.

When used in this Regulatory Agreement, the following terms shall have the respective meanings assigned to them in this Article 1.

- "Adjusted for family size" shall have the same meaning as set forth at Health and Safety Code Section 50052.

- "Affordable Rent" shall have the same meaning as set forth at Health and Safety Code Section 50053(b).

- "Certification Notice" means the document to be recorded by the Developer upon issuance of the final certificate of occupancy by the City upon the completion of the work of improvement of the Senior Housing Project on the Senior Housing Project Property, which recites the date of issuance of the final certificate of occupancy for the purposes of determining the end of the Term of this Regulatory Agreement.

- "City" means the City of Cudahy, California.

- "Developer" means _____ and its authorized representatives, assigns, transferees, or successors in interest thereto.

- "Dwelling Unit" means one of the rental dwelling units included in the Senior Citizen Housing Project, excluding the (1) manager's units.

- "Eligible Senior Citizen Household" means and refers to the tenants who reside in a Dwelling Unit in the Senior Housing Project whose income at the time of initial occupancy by such an Eligible Senior Citizen Household of a Dwelling Unit does not exceed the maximum level of a very low income household, adjusted for family size.

- "LIHTC Financing Documents" _____ meaning as set forth in the Development Agreement.

- "Rent" means the total of monthly payments by the Eligible Senior Citizen Household of a Dwelling Unit for the following: use and occupancy of the Dwelling Unit and land and associated facilities, including parking; any separately charged fees or service charges assessed by the Developer which are required of all Senior Citizen Households, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Senior Citizen Household, but not electricity for the Dwelling Unit, telephone service or cable television and communication; and any other interest, taxes, fees or charges for use of the land or associated facilities as assessed by a public or private entity other than the Developer and paid by the Senior Citizen Household.

- "Senior Citizen Housing Project" means the senior citizen affordable rental housing development to be constructed by the Developer on the Senior Citizen Housing Project Property as described in the Development Agreement.

- "Senior Housing Project Property" has the meaning set forth in the Recitals. The Senior Housing Project Property is more particularly described in Exhibit "A."

- "TCAC" means the California Tax Credit Allocation Committee.

- "TCAC Rent" means the maximum rent set by TCAC for a particular Dwelling Unit in the Senior Citizen Housing Project depending on the applicable bedroom size of such Dwelling Unit.

- "Tenant" means a household legally occupying a Dwelling Unit.

- "Term" means the term of this Regulatory Agreement which commences as of the date recordation of this Agreement affecting the Senior Citizen Housing Project Property and continues until ninety-nine (99) years following the date of recordation of the Certification Notice.

- "Very low income household" means a Senior Citizen Household with an adjusted income level which is not more than as provided in Health and Safety Code Section 50105.

1.2 <u>City Acknowledgment</u>.

The City acknowledges that as of the date of recordation of this Regulatory Agreement, the Developer is in compliance with all relevant provisions of the Development Agreement and that the construction and improvement of the Senior Citizen Housing Project on the Senior Citizen Housing Project Property may be commenced by the Developer in accordance with the applicable plans and specifications of improvement, including without limitation the plans for the "Environmental Clean-up of the Property" as set forth in the Development Agreement, and that the City is not aware of any fact with respect to the Senior Citizen Housing Project or the Developer that with the giving of written notice and the passage of time would give rise to a default under the Development Agreement or the instrument entitled "2020 City of Cudahy Senior Citizen Occupancy Covenant and Housing Density Bonus Agreement" by and between the Developer and the City as recorded concurrently herewith.

1.3 Developer Acknowledgment.

The Developer acknowledges that as of the date of recordation of this Regulatory Agreement, the City is in compliance with all relevant provisions of the Development Agreement and that the Developer is not aware of any fact with respect to the Senior Citizen Housing Project, the Senior Citizen Housing Project Property or the Development Agreement that with the giving of written notice and the passage of time would give rise to a default under the Development Agreement or the Density Bonus Agreement.

ARTICLE 2
AFFORDABILITY AND OCCUPANCY COVENANTS FOR DWELLING UNITS

2.1 Occupancy Requirements.

(a) The Dwelling Units shall be rented at an Affordable Rent to Eligible Senior Citizen Households as outlined in the following table:

Household Income Level (% of AMI)	1-BR Units	2-BR Units	TOTAL DWELLING UNITS
20%			
30%			
40%			
50%			
Manager Unit			
TOTAL			

[The population of this table with dwelling units at specific income levels is subject to the final terms of the LIHTC Financing Documents.]

(b) The Developer shall reserve for occupancy each of the Dwelling Units by Eligible Senior Citizen Households during the Term as set forth in the table in Section 2.1(a), above; provided however that following the end of the affordability period for any Dwelling Unit required by TCAC, the Developer may thereafter reallocate the income level occupancy required under Section 2.1(a) for such Dwelling Units not to exceed an Affordable Rent for a very low income household.

(c) Intermingling of Units. The Dwelling Units occupied by the different income categories of Eligible Senior Citizen Household shall be intermingled throughout the Senior Citizen Housing Project and each Dwelling Unit shall be of comparable quality to other Dwelling Units on the Senior Housing Project Property. Tenants in all Dwelling Units shall have equal access to and enjoyment of all common facilities in the Senior Citizen Housing Project.

2.2 Allowable Rent.

(a) Affordable Rent. During the Term, the rent paid by Eligible Senior Citizen Households shall not exceed the Affordable Rent for a Very Low Income Household, as set forth in Section 2.1.

(b) Initial Rent, Initial Rent Levels. Within sixty (60) days following the issuance by the City of the certificate of occupancy for the Senior Citizen Housing Project, the Developer shall deliver to the City the rent roll for the Senior Citizen Housing Project which

indicates the amount of Rent payable by each Tenant. Such rent roll shall indicate which Dwelling Units have initially been designated by the Developer for occupancy at the rent levels set forth in Section 2.1(a). The form of the rent roll for the Senior Citizen Housing Project shall include such other information as the City may request in order for the City to maintain compliance by the Developer of the affordable rent and Tenant occupancy covenants of this Regulatory Agreement during the Term hereof.

(c) No Additional Fees. During the Term the Developer shall not charge any fee, other than Rent, to any resident of any Dwelling Unit for occupancy of the particular Dwelling Unit.

(1) Rent Increases. Rent may not be increased for any Dwelling Unit more often than once every twelve (12) month. The Developer will provide each Eligible Senior Citizen Household with at least sixty (60) days written notice of any increase in Rent applicable to such Tenant.

(2) Increased Income Above Very Low Income Household But Below Lower Income Household Rent Limits. Subject to Section 2.3, in the event that, upon recertification of the income of an Eligible Senior Citizen Household, the Developer determines that the Eligible Senior Citizen Household no longer qualifies as a very low income household or an extremely low income household, but does qualify as a lower income household (as this term is defined at Health and Safety Code Section 50079.5), such Tenant may continue to occupy the Dwelling Unit and the Tenant's Rent shall remain at the then applicable Affordable Rent Level. The Developer shall then rent the next available Dwelling Unit to an Eligible Senior Citizen Household which is also a very low income household, at a Rent not exceeding the maximum Rent specified in Section 2.2(a) or re-designate another Dwelling Unit in the Senior Citizen Housing Project with a very low income household, as applicable.

(3) Termination of Occupancy. Upon termination of occupancy of a Dwelling Unit by a Tenant, such Dwelling Unit shall be deemed to have been continuously occupied by Senior Citizen Household of the same income level as the initial income level of the vacating Tenant, until such Dwelling Unit is reoccupied, at which time the income character of such Dwelling Unit will be redetermined to meet the occupancy requirements of the incoming new Tenant under Section 2.1(b).

2.3 Income and Rent Calculations.

In the event that TCAC or the State Department of Housing and Community Development no longer publishes the income and rent information that this Regulatory Agreement contemplates that TCAC and/or the State Department of Housing and Community Development, respectively shall apply in any LIHTC Financing Document, the City shall provide the Developer with other income and rent determination standards which are reasonably similar with respect to methods of calculation to those previously published by TCAC and/or the State Department of Housing and Community Development for very low income households, as applicable.

2.4 Disabled Persons Occupancy; Compliance with Accessibility Requirements.

(a) The Senior Citizen Housing Project shall be operated at all times in compliance with the provisions of: (i) the Unruh Act; (ii) the California Fair Employment and Housing Act; (iii) Section 504 of the Rehabilitation Act of 1973 (29 U.S. C. 794)('Section 504");

(iv) the United States Fair Housing Act, as amended; and (v) any other applicable law or regulation (including the American With Disabilities Act.

(b) The Developer shall design, construct and install the Senior Citizen Housing Project in compliance with the Development Agreement and all applicable federal and state disabled persons accessibility requirements, including, but not limited to, the Federal Fair Housing Act; Section 504 and its implementing regulations (24 CFR Part 8); Title II and/or title III of the American with Disabilities Act of 1990; and Title 24 of the California Code of Regulations. Prior to the recordation of the Certification Notice, the Developer shall provide the City with a certification from the Developer's architect for the Senior Citizen Housing Project that to the best of such architect's knowledge, the Senior Citizen Housing Project complies with all federal and state accessibility requirements applicable to the Senior Citizen Housing Project as required by Section 504.

(c) The Developer agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the City) the City, and its board members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of the Developer's failure to comply with applicable legal requirements related to housing for persons with disabilities who reside or seek to reside at the Project. The provisions of this subsection shall survive expiration of the Term or other termination of this Regulatory Agreement, and shall remain in full force and effect.

ARTICLE 3
TENANT INCOME CERTIFICATION AND REPORTING

3.1 Income Certification.

(a) The Developer will obtain, complete and maintain on file, immediately prior to initial occupancy of the Senior Citizen Housing Project, and annually thereafter, income certifications from each Tenant renting any of the Dwelling Units. The Developer shall make a good faith effort to verify that the income provided by an applicant or occupying household in an income certification is accurate by taking two or more of the following steps as a part of the verification process: (a) obtain a pay stub for the most recent pay period; (b) obtain an income tax return for the most recent tax year; (c) conduct a credit agency or similar search; (d) obtain an income verification form from the applicant's current employer; (e) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (f) if the applicant is unemployed and has no such tax return, obtain another form of independent verification. Developer shall also complete and/or have the Tenants of each Dwelling Unit complete and sign the "Income Computation and Certification" and the "Owner's Certification of Household Income and other forms related to Tenants' Income provided to the Developer by the City each year during the Term or that provide income information that is sufficient to determine an applicant's income as required under this Regulatory Agreement. Copies of Tenant income certifications shall be made available to the City for inspection and copying upon request.

3.2 Reporting Requirements.

Following completion of the improvement of the Senior Citizen Housing Project, as evidenced by the recordation of the Certification Notice, the Developer shall submit operational information to the City relating to the Senior Citizen Housing Project status reports for the first

two (2) years of operation of the Senior Citizen Housing Project no later than ninety (90) days after the end of the calendar year quarter in which the Certification Notice is recorded. Thereafter, the Developer shall submit to the City annual reports in a form approved by the City, no later than one hundred twenty (120) days after the end of the Senior Citizen Housing Project tax year. The reports shall contain such operation information as the City may require, including, but not limited to, the following:

(i) A statement of the fiscal condition of the Senior Citizen Housing Project, including a financial statement indicating surpluses or deficits in operating accounts for the period covered, a detailed itemized listing of income and expenses, and the amounts of any Senior Citizen Housing Project reserves. The report due after the end of each fiscal year shall contain an audited version of this statement. Such audit shall be prepared in accordance with the requirements of the City and certified at the Developer's expense by an independent certified public accountant licensed by the State of California. For the purpose of providing such a statement of fiscal conditions to the City, the Developer shall also follow audit requirements of the Single Audit Act and OMB Circulars A-122 and 110 as set forth in 24 CFR Part 574.605 and other audit requirements of 24 CFR Part 574.650 and 24 CFR Part 92.506.

(ii) An identification of the occurrence of any events giving rise to physical deficiencies in the Senior Citizen Housing Project, if any, including a description of any major repair or maintenance work undertaken in the reporting period.

(iii) The occupancy of the Senior Citizen Housing Project indicating:

A. A listing of current Tenants' names, income levels, rent charged and paid, move-in dates, and the race and ethnic groups of Tenants;

B. The number of Tenants receiving services for each year; and

C. General management performance, including Tenant relations and other relevant information.

Upon request of the City, the Developer shall furnish, within thirty (30) days, copies of all Tenant agreements for the Dwelling Units. Within thirty (30) days after receipt of a written request from the City, the Developer shall also submit any other information or completed forms requested by the City in order to comply with the reporting requirements of this Section 3.2, (provided, however, that the Developer shall in no event be obligated to provide any information that it cannot legally obtain as a housing provider), or TCAC or the State Department of Housing and Community Development, or any other government entity or lender to the Developer as applicable to the Senior Citizen Housing Project.

3.3 Additional Information.

The Developer shall provide any additional information reasonably requested by the City as relates to the construction and operation of the Senior Citizen Housing Project by the Developer. The City shall have the right to examine and make copies of all books, records or other documents of the Developer which pertain to the Senior Citizen Housing Project.

3.4 Records.

The Developer shall maintain complete, accurate and current records pertaining to the Senior Citizen Housing Project, and shall permit any duly authorized representative of the City to inspect Developer records for the Senior Citizen Housing Project, including records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Senior Citizen Housing Project shall at all times be kept separate and identifiable from any other business of the Developer and shall be maintained as required by the City, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the City. The Developer shall retain copies of all materials obtained or produced with respect to the occupancy of the Dwelling Units for a period of at least five (5) years.

3.5 On-site Health and Safety Inspection.

The City shall have the right to perform on-site health and safety inspections of the Senior Citizen Housing Project when deemed necessary by the City including any inspection described in 24 CFR Part 92.504(d), at least one (1) time per year upon reasonable prior notice to the Developer. The Developer agrees to cooperate in each such inspection.

ARTICLE 4
CONSTRUCTION, COMPLETION, AND OPERATION OF THE SENIOR CITIZEN HOUSING PROJECT

4.1 Construction and Improvement of the Senior Citizen Housing Project.

Promptly following the acquisition of the Senior Citizen Housing Project from the Cudahy Successor Agency, the Developer shall diligently construct and improve the Senior Citizen Housing Project as provided in the Development Agreement.

4.2 Residential Use.

The Senior Citizen Housing Project shall be operated only for residential use by Senior Citizen Households. Each Dwelling Unit shall be occupied by an Eligible Senior Citizen Household as the principal place of residence of such tenant. No part of the Senior Citizen Housing Project shall be operated as transient housing.

4.3 Tenant Move-in to Senior Citizen Housing Project.

A major portion of the Senior Citizen Housing Project shall have been completed and Eligible Senior Citizen Household shall commence occupancy of the Dwelling Units by a date not later than the fourth (4th) anniversary following the recordation of this Regulatory Agreement.

4.4 Taxes and Assessments.

The Developer shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any line or charge from attaching to the Senior Citizen Housing Project Property; provided, however that the Developer shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event the Developer exercises its right to contest any tax,

assessment, or charge against it, the Developer, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgement rendered against it, together with all costs, charges and interest.

4.5 Property Tax Exemption.

The Developer shall not apply for a property tax exemption for the Senior Citizen Housing Project Property and the Senior Citizen Housing Project under any provision of law except California Revenue and Taxation Section 214(g), without the prior written consent of the City.

4.6 Notice of Operations.

The Developer shall promptly notify the City upon the discovery by the Developer that the rental income and other operating income of the Senior Citizen Housing Project contributed by third parties is insufficient to pay for annual operating expenses incurred by the Developer in connection with its operation of the Senior Citizen Housing Project.

4.7 Tenant Selection Plan.

(a) Developer shall be responsible for the selection of tenants for the Dwelling Units in compliance with lawful and reasonable criteria. Developer shall prepare and obtain City's approval, which approval shall not be unreasonably withheld, conditioned or delayed, of a program for marketing the Dwelling Units and the selection of tenants for the Dwelling Units (the "Marketing and Tenant Selection Program"). To the extent practicable and as permitted by applicable law and Senior Citizen Housing Project financing requirements, Developer's Marketing and Tenant Selection program shall provide a reasonable preference in its tenant selection process to Eligible Senior Citizen Households who reside in the City at the time of submission of an application to rent a Dwelling Unit. The leasing of the Dwelling Units shall be marketed and tenants shall be selected in accordance with the approved Marketing and Tenant Selection Program, as the same may be amended from time to time with City's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) The Developer shall not make material modifications to its Marketing and Tenant Selection Project after it has been initially approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

(c) The initial Marketing and Tenant Selection Program shall be delivered to the City for its review and approval within one (1) year following the date of recordation of this Regulatory Agreement.

4.8 Social Services.

At all times during the Term, Developer shall provide activities and programs appropriate to the needs of the Tenants of the Senior Citizen Housing Project, with the selection of such activities and programs to be determined by Developer in consultation with the Tenants of the Senior Citizen Housing Project. If the provider of such activities and programs is someone other than Developer, the identity of the provider shall be reasonably approved by the City. If Developer proposes changing the identity of such a service provider at any time, Developer shall notify the City in writing of the identity of the proposed new provider, together with references and a

description of the provider's past experience in providing activities and programs to similar housing and residents, and City shall reasonably approve such provider. The approved provider shall annually submit a plan of activities and programs for City's review and reasonable approval, and shall also annually submit to the City a report of the prior year's activities and programs, describing the number and type of activities and programs and the number of Tenants served by such activities and programs.

ARTICLE 5
INSURANCE, INDEMNITY, PROPERTY MANAGEMENT, MAINTENANCE AND ASSIGNMENT

5.1 Management Responsibilities.

The Developer is responsible for all management functions with respect to the Senior Citizen Housing Project, including, without limitation management and administration of the construction, improvement and financing of the Senior Citizen Housing Project, as well as the selection of Tenants, certification and recertification of household size and income, eviction, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City shall have no responsibility to manager or supervise of the construction and improvement of the Senior Citizen Housing Project or thereafter, no responsibility for the operation of the Senior Citizen Housing Project. The Developer shall retain a professional property management company approved by the City in its reasonable discretion to perform the on-site management duties of the Developer hereunder. A resident manager for the Senior Citizen Housing Project is required.

5.2 Indemnity of the Developer in Favor of the City.

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, costs of evidence of title, costs of evidence of value, 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 Regulatory Agreement, Developer's ownership or operation of the Senior Citizen Housing Project, or the development of the Senior Citizen Housing Project, except for any such loss, liability, claim, lawsuit or other damage arising from the gross negligence or willful misconduct of the City or its officers, agents, employees or representatives.

5.3 Insurance of the Developer.

During the Term of this Regulatory Agreement, the Developer shall secure and continuously maintain insurance coverage in favor of the City its officials, officers, employees and agents in accordance with the terms as provided in Exhibit "B" attached hereto.

5.4 Management Agent.

The Senior Citizen Housing Project shall at all times be managed by an experienced management agent reasonably acceptable to the City (the "Management Agent"). The Management Agent shall have demonstrated qualifications to operate residential facilities similar

to the Senior Citizen Housing Project in a manner that will provide decent, safe, and sanitary housing. The City hereby approves _____, to serve the Developer and the Senior Citizen Housing Project as the Management Agent. The Developer shall submit for the City's approval the identity of any proposed substitute or replacement of the initial Management Agent not less than thirty (30) days prior to the commencement of operations of such proposed substitution or replacement Management Agent. The Developer shall also submit such additional information about the background, experience and financial condition of any proposed Management Agent as is reasonably necessary for the City to determine whether the proposed Management Agent meets the standard for a qualified Management Agent set forth above. If the proposed Management Agent meets the standard for a qualified Management Agent set forth above, the City shall approve the proposed Management Agent by notifying the Developer in writing. Unless the proposed Management Agent is disapproved by the City within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapprove, the substitute or replacement Management Agent as proposed by the Developer shall be deemed approved by the City.

5.5 Periodic Performance Review.

The City reserves the right to conduct an annual (or more frequently, if deemed necessary by the City) review of the management practices and financial status of the Senior Citizen Housing Project. The purpose of each periodic review will be to enable the City to determine if the Senior Citizen Housing Project is being operated and managed in accordance with the requirements and standards of this Regulatory Agreement. The Developer shall cooperate with the City during such reviews.

5.6 Replacement of Management Agent.

If as a result of a periodic review under Section 5.5, the City determines in its reasonable judgment that the Senior Citizen Housing Project is not being operated and managed in accordance with any of the material requirements and standards of the Development Agreement or this Regulatory Agreement, the City shall deliver notice to the Developer of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after receipt by Developer of such written notice, City staff and the Developer shall meet in good faith to consider methods for improving the financial and operating status of the Senior Citizen Housing Project, including, without limitation, replacement of the Management Agent.

If, after such meeting, City staff recommends in writing the replacement of the Management Agent, Developer shall promptly dismiss the current Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a management agent acceptable to the City as set forth in Section 5.4.

Any contract for the operation or management of the Senior Citizen Housing Project entered into by the Developer shall provide that the Management Agent may be dismissed and the contract terminated as set forth above. Failure by the Developer following notice from the City to remove or replace the Management Agent in accordance with the provisions of this Section shall constitute a default under this Regulatory Agreement, and the City may enforce this provision through legal proceedings as specified in Section 6.8 below.

5.7 Approval of Management Policies.

The Developer shall submit its written management policies with respect to the Senior Citizen Housing Project to the City for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Regulatory Agreement.

5.8 Maintenance of the Senior Citizen Housing Project. The Developer, for itself, its successors and assigns, hereby covenants and agrees that:

(1) The interior and exterior areas of the Senior Citizen Housing Project including all paving, walkways, landscaping, and ornamentation, shall be maintained in good repair, decent, safe and sanitary, and in accordance with the standard of maintenance of first class apartment units within Los Angeles County, California. In the event that at any time during the Term hereof, there is an occurrence of an adverse condition in any area in the Senior Citizen Housing Project in contravention of the general maintenance standard described above, (a "Maintenance Deficiency") then the City shall notify the Developer in writing of the Maintenance Deficiency and give the Developer thirty (30) days from the date of such notice to cure the Maintenance Deficiency as identified in the notice. The words "Maintenance Deficiency" include without limitation the following inadequate or non-confirming property maintenance conditions and/or breaches of residential property use restriction:

- failure to properly maintain the windows, structural elements, and painted exterior surface areas of the Senior Citizen Housing Project in a clean and presentable manner;

- failure to keep the common areas of the Senior Citizen Housing Project free of accumulated debris, appliances, inoperable motor vehicles or motor vehicle parts, or free of storage of lumber, building materials or equipment not regularly in use on the property;

- failure to regularly maintain, replace and renew the landscaping in a reasonable condition free of weed and debris;

- parking of any tenant owned commercial motor vehicle in excess of 7,000 pounds gross weight anywhere on the Senior Citizen Housing Project;

- the use of garage areas on the Senior Citizen Housing Project for purposes other than the parking of motor vehicles and the storage of personal possessions and mechanical equipment of persons residing in the Senior Citizen Housing Project.

In the event the Developer fails to cure or commence to cure the Maintenance Deficiency within the time allowed, the City may thereafter conduct a public hearing following transmittal of written notice thereof to the Developer ten (10) days prior to the scheduled date of such public hearing in order to verify whether a Maintenance Deficiency exists and whether the Developer has failed to comply with the provision of this Section 5.8. If, upon the conclusion of a public hearing, the City makes a finding that a Maintenance Deficiency exists and that there appears to be non-compliance with the general maintenance standard, as described above, thereafter the City shall have the right to enter the Senior Citizen Housing Project and perform all acts necessary to cure

the Maintenance Deficiency, or to take other action at law or equity in order that the City may then accomplish the correction of the Maintenance Deficiency. Any sum expanded by the City for the correction of one or more Maintenance Deficiencies as authorized by this Section 5.8 shall become a lien on the Senior Citizen Housing Project Property. If the amount of the lien is not paid by the Developer within thirty (30) days after written demand for payment by the City, thereafter the City shall have the right to enforce the lien in the manner as provided in Section 5.8(3).

(2) Graffiti which is visible from any public right of way which is adjacent or contiguous to the Senior Citizen Housing Project shall be removed by the Developer from any exterior surface of a structure or improvement on the Senior Citizen Housing Project by either painting over the evidence of such vandalism with paint which has been color matched to the surface on which the paint is applied, or graffiti may be removed with solvents, detergents or water as appropriate. In the event that graffiti is placed on the Senior Citizen Housing Project and such graffiti is visible from an adjacent or contiguous public right of way and thereafter such graffiti is not removed within 72 hours following the time of its application: then in such event and without notice to the Developer, the City shall have the right to enter the Senior Citizen Housing Project and remove the graffiti. Notwithstanding any provision of Section 5.8(1) to the contrary, any sum expended by the City for the removal of graffiti from the Senior Citizen Housing Project as authorized by this Section 5.8(2) shall become a lien on the Senior Citizen Housing Project. If the amount of the lien is not paid within thirty (3) days by the Developer after written demand for payment by the City, thereafter the City shall have the right to enforce its lien in the manner as provided in Section 5.8(3).

(3) Subject to the lien of any permitted lender, as may be authorized under the Development Agreement, the parties hereto further mutually understand and agree that the rights conferred upon the City under this Section 5.8 expressly include the power to establish and enforce a lien or other encumbrance against the Senior Citizen Housing Project Property in the manner provided under Civil Code Sections 2924, 2924b and 2924e in the amount as reasonably necessary to restore the Senior Citizen Housing Project to the maintenance standard required under Section 5.8(1) or Section 5.8(2), including attorneys' fees and costs of the City, if any, associated with the correction of the Maintenance Deficiency or removal of graffiti and the collection of the costs of the City in connection with such action. In any legal proceeding for enforcing such a lien against the Senior Citizen Housing Project, the prevailing path shall be entitled to recover its attorneys' fees and costs of suit. The provisions of this Section 5.8 shall be a covenant running with the land for the term of this Agreement and shall be enforceable by the City in its discretion, cumulative with any other rights or powers granted by the City under the Development Agreement or the Senior Citizen Covenant and Density Bonus Agreement, or applicable law. Nothing in the foregoing provisions of this Section 5.8 shall be deemed to preclude the Developer from making any alterations, additions, or other changes to any structure or improvement or landscaping on the Housing Project, provided that such changes comply with the zoning and development regulation of the City and other applicable law.

5.9 Asset Management.

The Developer is responsible for all asset management functions with respect to the Senior Citizen Housing Project, including, without limitation, the oversight of the Management Agent, maintaining accurate and current books and records for the Senior Citizen Housing Project and promptly paying costs incurred in connection with the Senior Citizen Housing Project. The City shall have no responsibility over asset management of the Senior Citizen Housing Project.

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

(a) Prohibition. The identity and qualifications of Developer as an experienced and successful operator of affordable 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 the Development Agreement and this Regulatory Agreement with the Developer. No voluntary or involuntary successor in interest of the Developer shall acquire any right or interest in the Senior Citizen Housing Project Property 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 Senior Citizen Housing Project without the prior written approval of the City pursuant to Section 5.10(c) hereof, except as expressly set forth herein, which approval shall not be unreasonably withheld, conditioned or delayed by the City.

(b) Permitted Transfers. Notwithstanding any other provision of this Regulatory Agreement to the contrary and provided that the Developer is not then in material default, City approval of an assignment, transfer or conveyance of the Senior Citizen Housing Project Property or any part thereof pursuant to Section 5.10(c), shall not be required (except to the extent of an assumption agreement described in Section 5.10(c) (iii), below) in connection with any of the following (the "Permitted Transfers"):

(i) Subject to the restrictions of this Regulatory Agreement, the lease of Dwelling Units to an Eligible Senior Citizen Household.

(ii) [Insert list of other Permitted Transfers.]

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 the 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 for transfer made pursuant to the Development Agreement or Section 5.10 of this Regulatory Agreement, provided (i) the Developer is not then in material default and delivers written notice to the City requesting such approval, and (ii) the proposed assignee or transferee possesses comparable operational experience and capability, and comparable net worth and resources, as the proposed transferor or assignor, and (iii) the assignee or transferee assumes the obligations of the Developer under this Regulatory Agreement in a form which is reasonably acceptable to the City. Such notice of the Developer 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 5.10(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.

5.11 Non-Liability of Officials and Employees of the City.

No member, official or employee of 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 Regulatory Agreement.

ARTICLE 6
MISCELLANEOUS

6.1 Lease Provisions.

In leasing the Dwelling Units, the Developer shall use a form of Tenant lease/rental agreement approved by the City. The specific form of Tenant lease/rental agreement shall comply with all requirements of this Regulatory Agreement and the Development Agreement, and shall, among other matters:

(1) provide for termination of the lease/rental agreement and consent by the tenant to immediate eviction for failure: (i) to provide any information required under this Regulatory Agreement or reasonably requested by the Developer to establish or recertify the tenant's qualification, or the qualification of the tenant's household, for occupancy in the Senior Citizen Housing Project in accordance with the standards set forth in this Regulatory Agreement, (ii) to qualify as an Eligible Senior Citizen Household as a result of any material misrepresentation made by such tenant with respect to the income computation.

(2) Include a provision which shall require a tenant who is residing in a Dwelling Unit made accessible pursuant to Section 2.6 and who is not in need of an accessible Dwelling Unit to move to a non-accessible Dwelling Unit when a non-accessible Dwelling Unit becomes available and another tenant or prospective tenant is in need of an accessible Dwelling Unit.

(3) shall not contain any provision which is prohibited by applicable State law.

6.2 Nondiscrimination.

(a) All of the Dwelling Units shall be available for occupancy in a continuous basis to members of the general public who are Eligible Senior Citizen Households. The Developer shall not give preference to any particular class or group of Senior Citizen in renting the Dwelling Units, except to the extent that the Dwelling Units are required to be leased to Eligible Senior Citizen Households as required by the 2020 Senior Citizen Occupancy Covenant and Housing Density Bonus Agreement and this Regulatory Agreement. The Developer herein covenants by and for the Developer, its assigns, and all persons claiming under or through the Developer, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Dwelling Unit nor shall the Developer or any person claiming under or through the Developer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any Dwelling Unit or in connection with the employment of persons for the construction, operation and management of any Dwelling Unit. Notwithstanding the above, with respect to familial status, the above should not be construed to

apply to Senior Citizens and housing for older persons as defined in Section 12955.9 of the Government Code and other applicable sections of law as referred at Health and Safety Code Section 33050(b).

(b) The Developer will accept as tenants, on the same basis as all other prospective Senior Citizens, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. The Developer shall not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective tenants, nor shall the Developer apply or permit the application of management policies or lease provisions with respect to the Senior Citizen Housing Project which have the effect of precluding occupancy of units by such prospective Tenants.

6.3 Term.

The provisions of this Regulatory Agreement shall apply to the Senior Citizen Housing Project Property for the Term. This Regulatory Agreement shall bind any successor or assign of the Developer, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the City.

6.4 Compliance with Senior Citizen Covenant and Density Bonus Agreement.

During the Term, the Developer and the Senior Housing Project shall at all times be in full conformity with the Senior Citizen Covenant and Density Bonus Agreement.

6.5 Duty to Prevent Contamination of Hazardous Materials.

During the course of the development, construction and operation of the Senior Citizen Housing Project, the Developer shall take all necessary precautions to prevent the release of any Hazardous Materials into the environment on or under the Senior Citizen Housing Project Property. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. The Developer shall notify the City, and provide to the City a copy or copies, of any notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks, and the Developer shall report to the City, as soon as possible after each incident, any unusual, potentially important incidents in the event of a release of any Hazardous Materials into the environment. For purposes of this Section 6.5, "Governmental Requirements" shall mean 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 Senior Citizen Housing Project is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the City, the Developer or the Senior Citizen Housing Project. For purposes of this Section 6.5, "Hazardous Materials" means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act),

(iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conversation and Recovery Act, 42 U.S.C. §§6901, et seq. (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental response, Compensation, and Liability Act, 42 U.S.C. §§9601, et seq. Notwithstanding the foregoing, "Hazardous Materials" shall not include such products in quantities as are customarily used in the construction, maintenance, rehabilitation or management of residential development or associated buildings and grounds, or typically used in residential activities in a manner typical of other comparable residential developments, or substances commonly ingested by a significant population living within the Senior Citizen Housing Project, including without limitation alcohol, aspirin, tobacco and saccharine.

6.6 Notice of Expiration of Term.

The Developer shall comply with the requirements set forth in Government Code Sections 65863.10 and 65863.11 with respect to the Senior Citizen Housing Project. Such notice requirements include: (i) a twelve (12) month notice to existing tenants, prospective tenants and "Affected Public Agencies" (as this term is defined in California Government Code Section 65863.10(a)) prior to the expiration of the Term, (ii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iii) a notice of an offer to purchase the Senior Citizen Housing Project to "qualified entities" (as defined in Government Code Section 65863.11(d)), if the Senior Citizen Housing Project is to be sold within five (5) years of the end of the Term; (iv) a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Senior Citizen Housing Project.

6.7 Covenants to Run with the Land.

The City and the Developer hereby declare their express intent that the covenants and restrictions set forth in this Regulatory Agreement shall run with the land, and shall bind all successors in title to the Senior Citizen Housing Project Property; provided, however, that on the expiration of the Term of this Regulatory Agreement, said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Senior Citizen Housing Project Property or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the City expressly releases such conveyed portion of the Property from the requirements of this Regulatory Agreement.

6.8 Enforcement by the City.

If the Developer fails to perform any obligation under this Regulatory Agreement, and fails to cure the default within thirty (30) days after the City has notified the Developer in writing of

the default or, if the default cannot be cured within thirty (30) days, failed to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within ninety (90) days, the City shall have the right to enforce this HOME Regulatory Agreement by any or all of the following actions, or any other remedy provided by law:

(a) Action to Compel Performance or for Damages. The City may bring an action at law or in equity to compel the Developer's performance of its obligations under this Regulatory Agreement, and/or for damages.

(b) Remedies Provided Under the Development Agreement and Senior Citizen Occupancy Covenant and Density Bonus Agreement. Except as otherwise expressly stated in this Regulatory Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more rights or remedies arising under the Development Agreement, the Senior Citizen Occupancy Covenant and Density Bonus Agreement or any other agreement by and between the Developer and the City shall not preclude the exercise by such party at the same or different times of any other right or remedy for the same or other default by the other party. If a default has occurred and has not been cured by the Developer within such notice and cure periods available to the Developer under this Regulatory Agreement, the City shall deliver an additional notice to such other persons as designated by the Developer in writing to the City prior to the time of such default and such persons shall have an additional period of time to cure such default, as set forth herein. With respect to a monetary default, any such designated person shall have ninety (90) days to cure such default following receipt of the additional notice referenced above and with respect to a non-monetary default, such persons shall have thirty (30) days to cure such default following receipt of the additional notice referenced above. City agrees to accept such cure by any such person as though same was tendered by Developer.

6.9 Attorneys' Fees and Costs.

In any action brought to enforce this Regulatory Agreement, the prevailing party shall be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

6.10 Recording and Filing.

The City and the Developer shall cause this Regulatory Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Los Angeles.

6.11 Governing Law.

This Regulatory Agreement shall be governed by the laws of the State of California.

6.12 Waiver of Requirements.

Any of the requirements of this Regulatory Agreement may be expressly waived by the City in writing, but no waiver by the City of any requirement of this Regulatory Agreement shall, or shall be deemed to, extend to or affect any other provision of this Regulatory Agreement.

6.13 Amendments.

This Regulatory Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the real property records of the County of Los Angeles.

6.14 Notices.

Formal notices, demands, and communications between the parties shall be sufficiently given, if and shall not be deemed given unless, dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express business delivery service, return receipt requested, or by email and confirmed by U.S. First Class Mail or delivered personally, to the principal office of the parties as follows:

City:

City of Cudahy
5220 Santa Ana Street
Cudahy, California 90201
Attn: City Manager

Developer:

_____
_____
_____
_____
_____

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

6.15 Severability.

If any provision of this Regulatory Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Regulatory Agreement shall not in any way be affected or impaired thereby.

6.16 Multiple Originals; Counterparts.

This Regulatory Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

WHEREAS, this Regulatory Agreement has been entered into by the undersigned as of the date first written above.

DEVELOPER

Prima Development, Inc.,
a Californian non-profit public benefit corporation

Date:_____ By: _____

CITY

City of Cudahy, a municipal corporation

Date: _____ By: _____
City Manager
City of Cudahy

APPROVED AS TO FORM

_____
City Attorney

EXHIBIT “A”

LEGAL DESCRIPTION OF THE SENIOR CITIZEN HOUSING PROJECT PROPERTY

EXHIBIT B

DEVELOPER INSURANCE SPECIFICATIONS

ATTACHMENT #4

RESOLUTION NO. 20-31

(APPROVING THE DRP AND CUP/DB)

RESOLUTION NO. 20-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY APPROVING DEVELOPMENT REVIEW PERMIT NO. 41-539 TO ALLOW THE DESIGN, SITE LAYOUT, AND CONSTRUCTION OF A 179-UNIT MIXED-USE SENIOR HOUSING DEVELOPMENT AND CONDITIONAL USE PERMIT NO 38-376 TO PERMIT A 231% DENSITY BONUS FOR THE DEVELOPMENT IN THE ENTERTAINMENT (E) ZONE, INCLUDING ASSOCIATED CONCESSIONS LOCATED AT 4610 SANTA ANA STREET. APPLICANT: PRIMA DEVELOPMENT.

WHEREAS: The applicant, Prima Development ("Applicant"), requests approval of a Development Review Permit ("DRP No. 41-539") to allow the design, site layout, and the construction of a mixed-use 179-unit senior citizen housing development and healthcare office and community wellness commercial facility (the "Project"); and

WHEREAS: The Applicant, Prima Development, requests approval of a Conditional Use Permit ("CUP No. 38.376") to permit a 231% density bonus for the Project at 4610 Santa Ana Street ("Property") in the Entertainment (E) Zone, including associated concessions; and

WHEREAS: The subject Property on which the Project may be developed is located at 4610 Santa Ana Street in an area that is designated by the City of Cudahy ("City") General Plan and by the Cudahy Zoning Map as Entertainment; and

WHEREAS: The Property is approximately 58,340 square feet (1.33 acres) in area, and the Entertainment zone allows commercial and residential developments in a mixed-use setting; and

WHEREAS: This matter was duly posted and set for a special public hearing by the Planning Commission on September 28, 2020 at 6:30pm consistent with City of Cudahy Zoning Ordinance procedures for development review permits, conditional use permits, development agreements, and zone text amendments. At that meeting, the Planning Commission approved the Applicant's request; and

WHEREAS: The Applicant submitted a revised Project increasing the number of affordable units from 174 to 179 units subsequent to the Planning Commission approval. This change does not represent a substantial modification and it is well under the maximum number of units allowed under the provision in the Development Agreement No. 20-01 between the City and the Applicant ("Development Agreement") for any proposed modifications; and

WHEREAS: This matter was duly posted and set for a concurrent regular adjourned meeting and special meeting public hearing by the City Council on October 13, 2020 at 6:30pm consistent with City of Cudahy Zoning Ordinance procedures for development review permits, conditional use permits, development agreements, and zone text amendments as recommended by the Planning Commission to the City Council.

NOW THEREFORE, the City Council of the City of Cudahy hereby resolves:

SECTION 1. The Project has been environmentally reviewed pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, et seq.), and the City's Local CEQA Guidelines. In accordance with the provisions of the California

Environmental Quality Act (CEQA), an environmental analysis has been completed for this case. Based upon the proposed Project, associated entitlements, and Staff's assessment, the proposed Project is subject to an Addendum to the previously adopted and certified General Plan EIR, pursuant to Article 11, Section 15164 of the California Environmental Quality Act ("CEQA").

The Addendum has been prepared in conformance with CEQA (California Public Resources Code Section 21000 et seq.), California CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.), and the rules, regulations, and procedures for implementation of CEQA, as adopted by the City. The principal CEQA and CEQA Guidelines sections governing content of this document are Section 21157.1 (Review of Subsequent Projects Described in Report; Requirements); Sections 15162 (Subsequent Documents and Negative Declarations) and 15164 (Addendum to an EIR or Negative Declaration).

The Applicant has adequately demonstrated that the Project will not generate unmitigated significant noise, traffic, parking, or other impacts detrimental to surrounding properties or the general welfare. The environmental-impact issues cited are addressed in the EIR that was adopted as part of the General Plan 2040 ("GPFEIR"), which show that the Project does not present significant environmental impacts that cannot be mitigated by either existing regulations or specific mitigation measures that have been incorporated into the Project's Conditions of Approval and the General Plan 2040. The City has accordingly prepared an Addendum to the GPFEIR and the proposed Project and Zoning Code text amendment will likely necessitate only minor revisions and will not require mitigation measures different from those adopted in the GPFEIR and incorporated as policies in the General Plan. The Initial Study/Environmental Checklist Form which accompanies the Addendum evaluates the Project and amendment's environmental impacts and cites mitigation measures from the GPFEIR as required.

SECTION 2. After considering the proposal of the Applicant on the basis for approval or denial of DRP No. 41.539 stated in Chapter 20 of the Cudahy Municipal Code ("CMC"), the City Council finds as follows:

A. The Project is consistent with the City General Plan, any applicable specific plan, and any plan of another governmental agency made applicable by statue or ordinance. The Project is compatible and consistent with the City's General Plan because it proposes an affordable senior housing development in the Mixed-Use General Plan designation and the Entertainment zone, at a density allowable under the Cudahy Zoning Code with a density bonus.

B. The height, bulk, and other design features of the Project's structures are in proportion to the building site, and external features are balanced and unified so as to present a harmonious appearance. The proposed Project's structure's height is permitted for a development project in the Entertainment zone with approval of a development agreement. The purpose of the development agreement requirement is for the City to have the capability to shape how new development will contribute positively to the City as a whole, and to ensure that new development will be integrated and comprehensively planned while creating special places that enhance the quality of life. The Project represents a harmonious appearance with nearby residences and commercial uses. Accordingly, the Project is consistent with the height, bulk, and other design features required by the City Zoning design guidelines and provides a unified and uniform appearance.

C. The Project design contributes to the physical character of the community, relates harmoniously to existing and anticipated development in the vicinity, and is not monotonously repetitive in and of itself or in conjunction with neighboring uses and does not contribute to excessive variety among neighboring uses. The existing surrounding

properties include a mix of multi-family residences and commercial uses. The proposed Project includes 179 affordable senior residential units, consistent with the height, bulk, and other design features found in the surrounding area. The proposed surface articulations include trimmed windows, pop-out terraces etc., and avoid monotonous repetition.

D. The site layout and the orientation and location of structures and their relationship to one another and to open spaces, parking areas, pedestrian walks, signs, illumination, and landscaping achieve safe, efficient, and harmonious development. The proposed site layout presents a balanced, axial plan that relates to similar structures along Atlantic Avenue and Santa Ana Street and the Atlantic Avenue Corridor. The Project's orientation beyond the setback and the open courtyards helps to screen the building's mass from the public right of way and adjacent properties. There are areas available for landscaping, including the front setback, the rear setback, the private open space and common areas. The parking's access driveway permits good visibility along the length of the Project exterior and will have security lighting for safety.

E. The grading and site development show due regard for the qualities of the natural terrain and landscape and do not call for the indiscriminate destruction of trees, shrubs, and other natural features. The proposed Project site is vacant and has no existing natural landscaping or any trees or shrubs. Generally, the rest of the site is urbanized, flat and there is little evidence of "natural" terrain. There are no "natural" features on the site. Moreover, the Project would add new landscaping, including trees and shrubs throughout the development.

F. The design, lighting, and placement of signs are appropriately related to the structure and grounds and are in harmony with the general development of the site. The project will not have illuminated signage, with the exception for possible illuminated identifying address signs or minor signage for the on-site services on the front elevation. Signs must meet CMC standards for overall site illumination, property identification signs and the conditions of approval for the Project, and thus would be in harmony with the general development of the site.

G. Mechanical equipment, machinery, trash, and other exterior service areas are screened or treated in a manner that is in harmony with the design of the structures and grounds. There are no proposed exterior mechanical equipment, machinery, or service areas except for the trash enclosures which are located within an enclosed structure behind decorative view obscuring doors to prevent stormwater runoff and to provide further screening and meets Zoning Code requirements for multi-family developments. Other mechanical equipment must comply with CMC design guidelines and Building Code standards, which require that all mechanical equipment, machinery, trash, and other exterior service areas be screened from public view.

H. The Project shows proper consideration for adjacent residentially zoned or occupied property and does not adversely affect the character or value of such property. The proposed Project would re-develop a site that lies between occupied multiple-family residences and commercial uses. By introducing new, up-to-date residences with new landscaping, the Project would improve the character of the adjacent properties and maintain or improve property value. The design is consistent with the City's General Plan's Entertainment and Mixed-Use zoning designations, meets all development standards within the provisions of the Development Review Permit for the Project, is compatible and will complement the surrounding residential and commercial uses, and will not adversely affect the value or quality of the neighborhood.

SECTION 3. After considering the proposal on the basis for approval or denial of CUP No. 38.376 (Density Bonus w/ concessions) stated in CMC Chapter 20, the City Council finds as follows:

A. The Project's proposed increased density, governed by the terms of CUP 38.376, would provide all 179 units as affordable units. This is consistent with the General Plan Land Use Element Policy 2.8, which allows for "different densities of development" when a project would supply housing for various income levels. The Project is requesting a density bonus as permitted by State and local law and must set aside all units as affordable. This is consistent with the General Plan Housing Element Policy 2.1 regarding supporting housing availability for all economic segments. The Project would supply new residential units with habitable floor areas based on the unit type. All units would be characterized as "affordable" to residents with low incomes, consistent with General Plan Housing Element Policy 2.5. Finally, the Project would construct new housing and commercial uses on a parcel in an existing Mixed-Use designation. It will rehabilitate the Property, consistent with General Plan Housing Element Policy 3.5.

B. The Project sets aside no less than the percentage and type of units required to earn a density bonus of 231 percent (231%) under the state density bonus law. The Applicant has agreed to set aside all units as affordable, pursuant to California Government Code § 65915 and to CMC § 20.52.300 et seq. and is subject to the provisions and conditions of the Development Agreement.

C. The Applicant has adequately demonstrated that the Project will not generate unmitigated significant noise, traffic, parking, or other impacts detrimental to surrounding properties or the general welfare. The environmental-impact issues cited above are addressed in the GPFEIR, which show that the Project does not present significant environmental impacts that cannot be mitigated by either existing regulations or specific mitigation measures that have been incorporated into the Project's Conditions of Approval and the General Plan 2040. The City has accordingly prepared an Addendum to the GPFEIR and the proposed Project and Zoning Code text amendment will likely necessitate only minor revisions and will not require mitigation measures different from those adopted in the GPFEIR and incorporated as policies in the General Plan. The accompanying Initial Study/Environmental Checklist Form evaluates the Project and amendment's environmental impacts and cites mitigation measures from the GPFEIR as required.

D. There are adequate provisions for public and emergency vehicle access, fire protection, sanitation, water, and public utilities and services to ensure that the proposed Project would not be detrimental to public health and safety. Planning staff and the Los Angeles County Fire Department reviewed the site plan. With application of the conditions of approval, the proposed site plan complies with the City's Zoning Code and Fire Department requirements related to vehicle access, fire protection, sanitation, water, and public utilities and services.

SECTION 4. Based upon the findings contained in this Resolution and on all other written and oral evidence in the record, the City Council hereby concurs and accepts the recommendation of the Planning Commission and approves DRP No. 41-539 and CUP No. 38-376, subject to the Conditions of Approval set forth in Section 4 of this City Council Resolution below:

1. The Applicant, its successors in interest, and assignees, shall indemnify, protect, defend (with legal counsel reasonably acceptable to the City), and hold harmless, the City, and any agency or instrumentality thereof, and its elected and appointed officials, officers, employees, and agents from and against all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, and disbursements (collectively,

"Claims") arising out of or in any way relating to this Project, any discretionary approval granted by the City related to the development of the Project, or the environmental review conducted under CEQA for the Project.

2. The Applicant shall execute and record with the County Recorder a senior citizen occupancy and density bonus agreement and housing regulatory agreement with the City as provided in the Development Agreement to ensure the continued affordability of the senior citizen affordable units. The senior citizen occupancy density bonus and affordable housing regulatory agreements shall specify the 62 years of age occupancy requirement and household income classification, number, location, size, and construction scheduling and shall require set-aside units in the Project which shall be constructed as provided in the Development Agreement concurrently with the healthcare and community wellness element of the Project. The senior citizen occupancy and density bonus agreement and affordable housing regulatory agreement shall run with the land, bind the owner, successors and assigns, and shall include such other provisions as necessary to establish compliance with the requirements of Chapter 20.52.360 of the CMC.

3. Subcontractors hired to improve the physical structures of the Project shall obtain a contractor's business license from the City Business License Department and submit proof of workers' compensation insurance to the City Building Department, before the issuance of any permits.

4. All conditions shall be binding upon the Applicant, its successors and assigns, shall run with the land, shall limit and control the issuance and validity of certificate of occupancy for the Project and each mixed-use element thereof, and shall restrict and limit the construction, location, and use and maintenance of all land and structures within the Project.

5. The Project shall be kept in a neat manner at all times and any landscaping shall be continuously maintained in a healthy and thriving condition.

6. Any changes in building textures, materials, and colors on the exterior walls are subject to planning approval as provided in the Development Agreement. The Applicant is required to submit samples of all exterior materials for approval prior to the issuance of building permits.

7. Construction shall conform to the approved site plan on file with the Community Development Department and as approved by the Planning Commission and the City Council and as set forth in the Development Agreement.

8. The Applicant shall verify in writing that there is sufficient water service for the additional dwelling units proposed. Also, the Applicant agrees to install any equipment, lines or other necessary improvement to ensure that there will be sufficient water service for the proposed additions.

9. A complete set of plans including the sewer, drainage, grading, and erosion control plans, which accurately depict the location of the proposed structures, driveways, and all other elements of the Project, shall be submitted as part of the plan check submittal.

10. The Applicant shall comply with all conditions set forth by the Los Angeles County Fire Department for this Project application. A letter shall be provided by the Applicant to the City indicating LACFD approval.

11. Anti-graffiti substances shall be used on both sides of the perimeter walls of the Project.

12. Applicant shall remove graffiti within 24 hours of application. In the event graffiti is not removed within 24 hours, the Applicant grants access and indemnifies the City to enter the Property to abate graffiti according to CMC Sections 15.20.150 and 15.20.

13. Except during the construction phase of the Project, no motor vehicles (commercial or otherwise) shall be parked on the Property except in marked parking spaces.

14. Utility equipment including and not limited to electricity, cable, or telephone equipment must be placed underground. Each mixed-use element of the Project shall have a separate sewer and water line connection for these utilities.

15. Pursuant to the National Pollutant Discharge Elimination System (NPDES) Permit requirements, and CMC Section 11-2: Storm Water and Urban Runoff Pollution Control all construction projects of less than 1 acre are required to meet a minimum of water quality protection (i.e., Owner's Certification of Compliance with Minimum Requirements Form and/or Wet Weather Control Plan).

16. As part of the plan check submittal, written verification from the local water provider that there is sufficient water service for the Project, as well as fire suppression being provided without interruption to the Project.

17. A Lighting Plan shall be submitted with construction drawings to Building & Safety for plan check.

18. Landscaping and irrigation plans, which provide for adequate landscaping shall be submitted to the Community Development Department for approval as part of plan check submittal. All types of plants selected, and required irrigation systems for such landscaping, shall, to the extent possible, conserve water and shall be consistent with any water conservation ordinance enacted by the City.

19. All roof-mounted equipment shall be adequately and decoratively screened and shall not be visible from the street.

20. The locations of air-conditioning condensers shall be shown on the site plan and shall not be visible from the street.

21. All building materials and plants selected shall be compatible to the proposed Project and consistent with the Project and landscaping plans.

22. The Applicant shall obtain necessary permits to repair or improve any curb, gutter or sidewalk damaged due to the construction process of the Project.

23. The electrical transformer shall be adequately and decoratively screened from view. Dense landscaping shall be used as screening materials. The Applicant shall provide the details with the set of building plans to illustrate this requirement.

24. The Applicant shall include all general notes on the plans submitted for plan check as required. The floor plans and elevation drawings shall reflect the same information. The Applicant is required to check said plans for accuracy and make sure plans are drawn to scale and corrections are made as necessary prior to the issuance of permits.

25. The Applicant shall not deviate from any of the approved plans without prior approval from the Director of Community Development or the Planning Commission, as applicable.

26. The Applicant shall submit a complete listing of all subcontractors used for the Project prior to commencement of construction of the Project. Each subcontractor shall obtain a contractor's business license from the City's Business License Department and submit proof of workers' compensation insurance to the City Building Department, before the issuance of any permits.

27. No building permit shall be issued for the improvement of the Project until the work plan for the voluntary "Environmental Clean-up of the Property" as this term is defined in the Development Agreement has been approved by either the Los Angeles County Consolidated Fire Protection District Waste Mitigation Unit, or the Regional Water Quality Control Board or the State Department of Toxic Substance Control, as applicable. Thereafter Applicant shall comply with all conditions set forth by the Los Angeles County Fire Department for this application.

28. Increased noise levels will be mitigated by the limitation of construction activities to not earlier than 7:00 A.M. and not later than 6:00 P.M. To reduce temporary construction noise, contractors hired for the Project shall implement BMPs such as providing advance notification of construction to surrounding land uses, ensuring that equipment is properly muffled, placement of noise sources away from residences, implementing noise attenuation measures, and generally conduct construction in compliance with CMC Article 23: Environmental Performance Standards.

29. In the event of transfer of ownership of the Property involved in this application, the new owner shall be fully informed of the use of said Property as set forth by this approval, together with all conditions, which are a part of, said approval.

30. The mixed-use development subdivision/condominium plan for the Project shall be prepared and completed as provided in the Development Agreement.

31. All City fees described in the Development Agreement as "City Processing Fees" (i.e., City plan check, building permit fees, inspection fees and related charges associated with any "Development Approvals" and "Subsequent Development Approvals" by the City, as each of these terms are also described in the Development Agreement), shall be paid by the Applicant prior to the submittal of the plans to the Building and Safety Department, and all other development impact and regulatory fees and charges imposed by other public agencies to the Project (e.g., school fees, sanitary sewer and wastewater treatment capital charges, NPDES fees, SCAQMD fees, oversight fees for the Environmental Clean-up of the Property and the like) shall be paid by the Applicant to such other agencies when due.

32. The Applicant shall sign and notarize an Affidavit of Acceptance of Conditions, which acknowledges all of the conditions imposed herein and the Applicant's acceptance of the conditions set forth in this City Council Resolution within ten (10) days following its adoption by the City Council.

33. The rights granted under DRP No. 41-539 and CUP No. 38-376 and this Resolution may be modified or revoked by the City as provided in the Development Agreement and upon the termination of the Development Agreement, by the City Council should it be determined that the proposed uses or conditions under which the Project is being operated or maintained are detrimental to the public health, welfare or materially harmful to property or improvements in the vicinity, if the Property is operated or maintained to constitute a public nuisance or is a contributor to blight, or if the uses on the Property are changed from the uses expressly approved herein.

34. The rights granted under DRP No. 41-539 and CUP No. 38-376 and this Resolution shall expire in the event that the Applicant does not acquire the Property from the Cudahy Successor Agency by the date provided in the Development Agreement (December 31, 2022) or if no building permit has been issued by the City for the construction of the Project within one (1) year following the date of such acquisition of the Property by the Applicant unless proper building permits have been issued and obtained by the Applicant for the Project within one (1) year following the date of such acquisition of the Property, or the Applicant applies for and is granted an extension of time. No extension of time will be considered unless the application for an extension is filed at least thirty (30) days prior to the expiration. Any such extension request shall be considered by the City subject to the terms of the Development Agreement.

35. Prior to any occupancy permit being granted for any element of the mixed-use Project or commencement of the approved use, the conditions set forth in the City Council Resolution shall be completed to the satisfaction of the City.

36. All mitigation measures in the Addendum which are applicable to the Project shall be implemented in accordance with the implementation plan approved by the Community Development Director.

37. In the event of an inconsistency between any Condition of Approval of the Project as set forth in Section 4 of this City Council Resolution and the provisions of Planning Commission Resolution No. 20-10 (recommending approval of DRP No. 41-539 and CUP No. 38-376) the provisions of Section 4 of this City Council Resolution shall apply to resolve any such inconsistency.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Cudahy at its regular adjourned meeting on this 13th day of October 2020.

_____
Elizabeth Alcantar
Mayor

ATTEST:

_____
Richard Iglesias
Assistant City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF CUDAHY)

I, Richard Iglesias, Assistant City Clerk of the City of Cudahy, do hereby certify that the foregoing Resolution No. 20-31 was introduced and adopted at a regular adjourned meeting of the City Council of the City of Cudahy held on the 13th day of October 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Richard Iglesias
Assistant City Clerk

ATTACHMENT #5

RESOLUTION NO. 20-32

(APPROVING THE DEVELOPMENT AGREEMENT)

RESOLUTION NO 20-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY APPROVING A DEVELOPMENT AGREEMENT TO ALLOW THE COSTRUCTION OF A SENIOR MIXED-USE DEVELOPMENT, PURSUANT TO SECTION 20.20.040 OF THE CITY'S ZONING CODE; AND AN ADDENDUM TO THE CITY'S GENERAL PLAN ENVIRONMENTAL IMPACT REPORT, PURSUANT TO SECTION 21157.1 AND SECTION 15162 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (APPLICANT: PRIMA DEVELOPMENT; CASE NO's. DA 20-01 AND ADDENDUM TO THE GENERAL PLAN EIR (SCH 2017071071).

THE CITY COUNCIL OF THE CITY OF CUDAHY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Council of the City of Cudahy ("City") does hereby find, determines, and declare as follows:

(a) That the applicant (hereinafter "Applicant") heretofore filed an application ("Application") requesting approval of a Development Agreement No. 20-01 ("Agreement") for the construction of a 179-unit mixed-use senior housing development ("Project") within the Entertainment (E) Zone, described more particularly in the Application on file with the City Clerk; and

SECTION 2. That the City Council at the time of the public hearing on the above matter reviewed and considered the proposed Agreement. That the City Council based upon its public review, does hereby find the said Agreement has been prepared and was considered pursuant to the provisions and guidelines of the City's Municipal Code and hereby approves the Agreement with the Applicant subject to the adoption of Ordinance No. 711, which accompanies this Resolution and approves the Agreement pursuant to State Development Agreement Law.

SECTION 3. That the City Council at the time of the public hearing on the above matter reviewed and considered the proposed Addendum to the General Plan EIR. That the City Council based upon its public review, does hereby find the said Addendum has been prepared and was considered pursuant to the provisions and guidelines of the California Environmental Quality Act and hereby adopts the Addendum to the City's General Plan EIR since there is no substantial evidence that the Project will have a significant impact on the environment.

SECTION 4. That the Secretary shall certify to the adoption of the Resolution and forward a copy hereof to the City Clerk and the Applicant.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Cudahy at its regular adjourned meeting on this 13th day of October 2020.

_____
Elizabeth Alcantar
Mayor

ATTEST:

_____
Richard Iglesias
Assistant City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF CUDAHY)

I, Richard Iglesias, Assistant City Clerk of the City of Cudahy, do hereby certify that the foregoing Resolution No. 20-32 was introduced and adopted at a regular adjourned meeting of the City Council of the City of Cudahy held on the 13th day of October 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Richard Iglesias
Assistant City Clerk

ATTACHMENT #6

ORDINANCE NO 711

(APPROVING THE DEVELOPMENT AGREEMENT)

ORDINANCE NO. 711

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA APPROVING (1) DEVELOPMENT AGREEMENT NO. 20-01 WITH PRIMA DEVELOPMENT, INC. FOR THE CONSTRUCTION OF A SENIOR CITIZEN MIXED-USE PROJECT AT 4610 SANTA ANA STREET

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the California Legislature adopted Government Code Section 65864 et seq. ("State Development Agreement Law"), which authorizes cities to enter into agreements for the development of real property with any person having a legal or equitable interest in such property in order to establish certain rights in such property;

WHEREAS, the City of Cudahy (the "City") adopted Cudahy Municipal Code ("CMC") Chapter 20.84 (Permit Procedures) Part 9 (Development Agreements) authorizing the use of and establishing the procedures and requirements for the consideration of development agreements within the City;

WHEREAS, on September, 16, 2020, Prima Development, Inc. ("Developer") submitted a development project application for Conditional Use Permit No. 38-376, Development Review Permit No. 41-539, and Development Agreement No. 20-01 (the "Development Agreement") to construct a six-story, 179-unit mixed-use senior housing development located on a 58,340 square foot (1.33 acre) lot ("Project") at 4610 Santa Ana Street, Cudahy, California ("Property") in the Entertainment (E) Zone;

WHEREAS, the Developer has proposed to acquire the Property, which is owned by the City as successor to the former Cudahy Community Development Commission (the "Successor Agency"), from the Successor Agency on terms mutually agreeable to the Successor Agency and the Developer;

WHEREAS, the City and Developer seek to enter into the Development Agreement for the Project pursuant to State Development Agreement Law and CMC Chapter 20.84, Part 9;

WHEREAS, the Development Agreement is attached hereto as **Exhibit "A"**;

WHEREAS, pursuant to the provisions of the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.) ("CEQA") and the state guidelines for CEQA (Cal. Code Regs., tit. 14, § 15000 et seq.) ("CEQA Guidelines"), the City is the "lead agency" for the preparation and consideration of environmental documentation for the Project;

WHEREAS, in 2018, the City prepared an update to its General Plan and Zoning Code (CMC Title 20) and prepared and certified the associated "Cudahy General Plan Update Environmental Impact Report" (State Clearinghouse No. 2017071071) (hereinafter, the "EIR"). The EIR was certified by the Cudahy City Council (the "City Council") on _____ 2018 and focused on the impacts from changes to land use associated with buildout of the land use plan set forth in the update to the General Plan and impacts from the resulting population and employment growth in the City;

WHEREAS, the City Council's 2018 approval of the EIR included approval of that certain EIR exhibit document entitled, "CEQA Findings of Fact and Statement of Overriding Considerations regarding the Final Program Environmental Impact Report for the City of Cudahy General Plan Update" (the "EIR Findings"). The EIR Findings provide requisite CEQA findings for the EIR and identify specific reasons why the update to the General Plan and Zoning Code are acceptable despite significant impacts that are infeasible to mitigate;

WHEREAS, In connection with the approval of the Project, an addendum to the EIR (the "Addendum") has been prepared pursuant to CEQA Guidelines Section 15164 in order to determine whether any significant environmental impacts which were not identified in the EIR would result from the Project or whether previously identified significant impacts would be substantially more severe in connection with the Project;

WHEREAS, in connection with the Project, an addendum to the EIR (the "Addendum") has been prepared pursuant to CEQA Guidelines Section 15164 in order to determine whether any significant environmental impacts which were not identified in the EIR would result from the Project or whether previously identified significant impacts would be substantially more severe in connection with the Project;

WHEREAS, the Addendum is on file with the City Planning Division and is incorporated into this Ordinance by reference as though fully set forth herein;

WHEREAS, the Cudahy Planning Commission (the "Planning Commission") conducted a duly noticed public hearing on September 28, 2020 to consider approval of Development Review Permit No. 41-539, Conditional Use Permit No. 38-376, subject to the separate concurrence and approval by the City Council of a Conditional Use Permit for the Project and a recommendation of approval by the City Council of Development Agreement No. 20-01, and a recommendation of approval by the City Council to amend the zoning code to allow medical offices and adult day care facilities as conditionally permitted uses as components of mixed-use residential – commercial projects within the Entertainment (E) Zone (collectively, the "Existing Development Approvals") and recommendation of approval of the Addendum and considered all related testimony and evidence in light of applicable laws. After the conclusion of such public hearing, the Planning Commission adopted Planning Commission Resolution No. 20-10, entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CUDAHY APPROVING DEVELOPMENT REVIEW PERMIT NO. 41-539 TO ALLOW THE DESIGN, SITE LAYOUT, AND CONSTRUCTION OF A 174-UNIT MIXED-USE SENIOR HOUSING DEVELOPMENT AND CONDITIONAL USE PERMIT NO 38-376 TO PERMIT A 222% DENSITY BONUS FOR THE DEVELOPMENT IN THE ENTERTAINMENT (E) ZONE, INCLUDING ASSOCIATED CONCESSIONS LOCATED AT 4610 SANTA ANA STREET. APPLICANT: PRIMA DEVELOPMENT.

And Planning Commission Resolution No. 20-11, entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CUDAHY RECOMMENDING THAT THE CITY COUNCIL APPROVE 1) AN AMENDMENT TO CHAPTER 20.20 TABLE 20.20-1 OF THE CITY'S ZONING CODE TO INCLUDE MEDICAL OFFICES AND ADULT HEALTH DAY CARE FACILITIES AS A CONDITIONAL USE WITHIN THE ENTERTAINMENT (E) ZONE, PURSUANT TO SECTION 153.630 OF THE CITY'S ZONING CODE; 2) A DEVELOPMENT AGREEMENT TO ALLOW THE COSTRUCTION OF A SENIOR MIXED-USE DEVELOPMENT, PURSUANT TO SECTION 20.20.040 OF THE CITY'S ZONING CODE; AND 3) AN ADDENDUM TO THE CITY'S GENERAL PLAN ENVIRONMENTAL IMPACT REPORT, PURSUANT TO SECTION 21157.1 AND SECTION 15162 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (APPLICANT: PRIMA DEVELOPMENT; CASE NO's. AZC 90-12, DA 20-01 AND ADDENDUM TO THE GENERAL PLAN EIR (SCH 2017071071).

WHEREAS, the City has conducted a public hearing on October 13, 2020 to consider the approval of the Development Agreement, the amendment of the zoning code to accommodate the Development of the Project and to approve a conditional use permit for the Project, including a density bonus to allow for the construction of up to 179 dwelling units as part of the Senior Citizen Housing Project element of the Project within the Entertainment (E) Zone and the Property and the Addendum in accordance with the State Development Agreement Law, CEQA, the CEQA Guidelines, and the CMC and considered all related testimony and evidence;

WHEREAS, during such public hearing on October 13, 2020 the City Council considered all related testimony and evidence relating to the approval of a Conditional Use Permit No. 38-376 and the Development Agreement (first reading), in accordance with the State Development Agreement Law, and the Addendum, in accordance with

CEQA, the CEQA Guidelines, and the CMC and considered all related testimony and evidence;

WHEREAS, on October 13, 2020, the City Council found and determined that this Development Agreement: (i) is consistent with the objectives, policies, general land uses, and programs contained City's General Plan; (ii) complies with the uses authorized in the City Zoning Code under the Entertainment Zone; (iii) provides for the orderly development of the Property; and (iv) is entered into pursuant to and in compliance with the requirements of Section 65867 of the Development Agreement Statute;

WHEREAS, after the conclusion of such hearing, at which all related testimony and evidence was considered the City Council approved this Ordinance for first reading; and

WHEREAS, the first reading approval of this Ordinance was made pursuant to Government Code Section 65867.5 and CMC 20.84.580 and in accordance with the findings set forth in Sections 2 and 3 below.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The recitals above are true and correct and incorporated herein by reference.

SECTION 2. Development Agreement Findings. The City Council finds and determines as follows:

A. The Development Agreement is consistent with the General Plan as the Property is consistent with its land use designation of Entertainment, which is intended to allow for the development of accommodates large scale entertainment that is required to be designed to provide pedestrian interest and accessibility along Atlantic Avenue. The Entertainment Zone along with the Civic Mixed-Use and Commercial Mixed-Use Zones are located within the Atlantic Avenue district established by the City's General Plan. According to the General Plan this district was established to achieve sustainable development forms. Mixed-use development approaches offer opportunities to live close to activity centers and transit stops, to walk to neighborhood services and parks, to enjoy indoor and outdoor entertainment close to home, and to experience a vibrant pedestrian district. The terms of the Development Agreement for the Project's residential and commercial components and onsite and offsite improvements (e.g., landscaping and off-street parking will be consistent with the General Plan Land Use designation of Entertainment and the implementing Entertainment Zone.

B. The Development Agreement is consistent with the State Development Agreement Law and CMC Chapter 20.84, Part 9 because:

1. The Development Agreement contains all requisite provisions set forth therein;

2. The Project will not be detrimental to the health, safety, and general welfare through the enforcement and implementation of conditions of approval and mitigation measures. Further, before the issuance of City development permits and/or the issuance of a Certificate of Occupancy for the initial occupancy of any tenant on the Property, Building and Safety Division, Engineering/Public Works Division, and Fire Department conditions and requirements must be met, which protect and preserve the health, safety, and general welfare; and

3. The Project will not adversely affect the orderly development of Property or the preservation of land values as it will enhance development in the vicinity through the introduction of vibrant and compatible mixed-use residential-commercial activity to an area that is developed with a mix of commercial/retail establishments, multi-family residential and manufacturing land uses.

SECTION 2. Approval of Development Agreement. The City Council hereby approves the Development Agreement subject to such minor, conforming, and clarifying changes consistent with the terms thereof as may be approved by the City Manager, in consultation with the City Attorney, prior to the execution thereof.

SECTION 3. Inconsistent Provisions. Any provision of the CMC or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Ordinance.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 5. Publication and Effective Date. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in a newspaper of general circulation within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after adoption.

SECTION 6. Execution by City Manager. The City Manager is hereby delegated to execute this Development Agreement and all other associated documents to effectuate the terms of the Development Agreement.

SECTION 7. Recordation. This Development Agreement shall be recorded concurrently upon the Developer's acquisition of the Property from the City as Successor Agency in the office of the Los Angeles County Registrar-Recorder/County Clerk.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at the regular meeting of this 13th day of October 2020.

_____
Elizabeth Alcantar, Mayor

ATTEST:

_____
Richard Iglesias, Assistant City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF CUDAHY)

I, Richard Iglesias, Assistant City Clerk of the City of Cudahy, hereby certify that the foregoing Ordinance No. 711 was introduced for a first reading on the 13th day of October, 2020 and approved for a second reading and adopted by said Council at its regular meeting held on the _____th day of October, 2020 by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Richard Iglesias, Assistant City Clerk

EXHIBIT “A”
DEVELOPMENT AGREEMENT

ATTACHMENT #7

ORDINANCE NO. 710

(ADOPTING ON FIRST READING AZC)

ORDINANCE NO. 710

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY APPROVING AN AMENDMENT TO TABLE 20.20-1 OF CHAPTER 20.20 COMMERCIAL AND INDUSTRIAL ZONES OF THE CITY'S ZONING CODE TO INCLUDE MEDICAL OFFICES AND ADULT DAY HEALTH CARE FACILITIES AS CONDITIONAL USES AS COMPONENTS OF MIXED-USE RESIDENTIAL-COMMERCIAL PROJECTS WITHIN THE CITY'S ENTERTAINMENT (E) ZONE (APPLICANT: PRIMA DEVELOPMENT; CASE NO: AZC 90-12)

WHEREAS, the Applicant, Prima Development, Inc. ("Applicant") proposes to construct a six-story, 179-unit mixed-use senior housing project with a commercial component consisting of a medical office and adult day health care facility located on a 58,340 square foot (1.33 acre) lot ("Project") at 4610 Santa Ana Street, Cudahy, California ("Property") in the Entertainment (E) Zone;

WHEREAS, the Applicant heretofore filed an application requesting approval of an amendment to the City of Cudahy's ("City") Zoning Code Table 20.20-1 to include medical offices and adult day health care facilities as conditional uses as components of mixed-use residential-commercial projects within the City's Entertainment (E) Zone ("Application"), described more particularly in the Application on file with the Planning Division; and

WHEREAS, the Planning Commission upon giving the required notice, conducted a duly noticed public hearing on September 28, 2020 as prescribed by law, at which time the Planning Commission adopted Resolution No. PC 20-11, recommending that the City Council approve the Addendum to the General Plan EIR and the amendment to the City Zoning Code (AZC 90-12); and

WHEREAS, the City Council conducted a duly noticed public hearing on October 13, 2020 upon the proposed amendment and received information and public testimony; and

WHEREAS, the amendment is consistent with the goals, policies and objectives of the General Plan as the General Plan has included the Entertainment Zone as one of the subdistricts of the Atlantic Avenue Mixed-Use Corridor and adding the conditional land uses is consistent with the same permitted and conditional uses in both the Commercial Mixed-Use and Civic Mixed-Use subdistricts and land use designations; and

WHEREAS, the amendment will not adversely affect surrounding properties as the added conditional land uses represent a less intense use compared to other permitted uses in the Entertainment Zone; and

WHEREAS, the amendment promotes public health, safety, and general welfare. The City determines that the projected needs for water service, sewer service, storm

drains, electrical facilities, traffic/circulation infrastructure, police and fire services, paramedic and similar improvements, facilities and services and the appropriateness of the density and intensity of the development comprising the Project and the needs of City and surrounding areas for other infrastructure; and

WHEREAS, the text amendment serves the goals and purposes of the Zoning Code and provides land use consistencies with the other mixed-use designations; and

WHEREAS, the amendment is consistent with the portions of the County of Los Angeles Hazardous Waste Management Plan relating to siting, and siting criteria, for hazardous waste facilities as adding additional conditional land uses to the Entertainment Zone and the construction of the mixed-use senior housing development is not considered a hazardous waste facility.

THE CITY COUNCIL OF THE CITY OF CUDAHY DOES HEREBY FIND, DETERMINE AND DECLARE AS FOLLOWS:

SECTION 1. That, based on the evidence presented, including the recommendation of the Planning Commission, the City Council of the City of Cudahy does hereby find, determine and declare that the public interest, necessity, convenience and general welfare require the approval of this amendment to the Zoning Code.

SECTION 2. That Table 20.20-1 of Zoning Code Chapter 20.20 entitled Commercial and Industrial Zones, is hereby amended by adding Medical Offices and Adult Day Health Care Facilities as conditional uses as components of/or in conjunction with mixed-use residential-commercial projects within the Entertainment Zone.

SECTION 3. The City Council at the time of the public hearing on the above matter reviewed and considered the proposed Addendum to the General Plan EIR. The City Council, based upon its public review, does hereby find that said Addendum to the General Plan EIR has been prepared and was considered pursuant to the provisions and guidelines of the California Environmental Quality Act and hereby approves the adoption of the Addendum since there is no substantial evidence that the Project will have a significant impact on the environment.

SECTION 4. That this Ordinance shall go into affect and be in full force and operation from and after thirty (30) days after its final reading and adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Cudahy at its regular adjourned meeting on this 13th day of October 2020.

_____
Elizabeth Alcantar
Mayor

ATTEST:

_____
Richard Iglesias
Assistant City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF CUDAHY)

I, Richard Iglesias, Assistant City Clerk of the City of Cudahy, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular adjourned meeting of the City Council on October 13, 2020. That thereafter said Ordinance No. 710 was duly approved and adopted at a regular meeting of the City Council of the City of Cudahy held on October 20, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Richard Iglesias
Assistant City Clerk

ATTACHMENT #8

ADDENDUM TO THE GENERAL PLAN EIR

CITY OF CUDAHY

ENVIRONMENTAL CHECKLIST FORM AND INITIAL STUDY FOR AN ADDENDUM TO THE 2040 CUDAHY GENERAL PLAN PROGRAM ENVIRONMENTAL IMPACT REPORT

PROJECT INFORMATION

1. **Project Title:**

   Prima Development Senior Mixed-Use Project

2. **State Clearinghouse Number:**

   2017071071 (General Plan Program EIR, NOD Posted 3/20/2018)

3. **Lead Agency Name and Address:**

   City of Cudahy
   5220 Santa Ana Street
   Cudahy, CA 90201

   https://www.cityofcudahy.com/

4. **Contact Person, Phone, Email:**

   Salvador Lopez,
   Contract Planning Manager
   (323) 773-5143, ext. 242
   slopez@cityofcudahyca.gov

5. **Project Location:**

   4610 Santa Ana Street, Cudahy, CA
   APN 6224-019-014

6. **Property Owner:**

Name:	City of Cudahy Successor Agency
Physical Address:	5220 Santa Ana Street, Cudahy, CA 90201
Mailing Address:	Same as above

7. **Project Sponsor's Name and Address:**

Name:	Prima Development/Frank Vasquez
Physical Address:	12401 Woodruff Ave., Suite 10, Downey, CA 90241
Mailing Address:	Same as above
Email:	fvasquez@primadev.org
URL:	www.primadev.org

8. **General Plan Designation:**

   Entertainment

9. **Zoning:**

   Entertainment

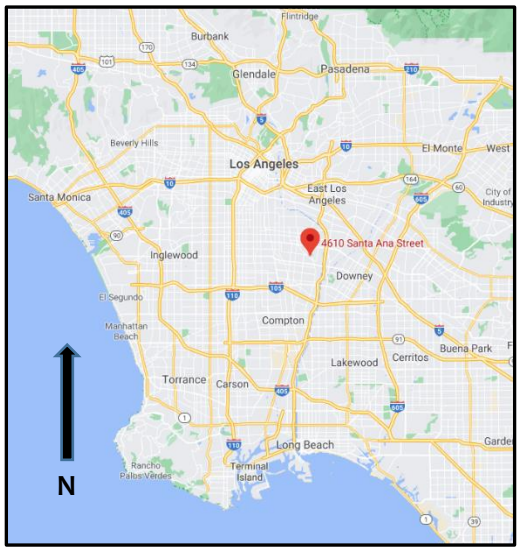


Figure PD - 2

Regional Location

Figure PD - 2

Vicinity Map

10. Purpose and Authority

The California Environmental Quality Act (CEQA) requires that all State and local agencies consider the environmental consequences of projects over which they have discretionary authority. Environmental Impact Reports (EIRs) and subsequent documents to a Program EIR, such as Addendums, Supplements or Subsequent EIRS provide decision-makers and the public with information concerning the environmental effects of a proposed project, possible ways to reduce or avoid the possible environmental damage, and identify alternatives to the project. Program EIRs must disclose significant environmental impacts that cannot be avoided, growth inducing impacts, effects not found to be significant, as well as significant cumulative impacts of all past, present, and reasonably anticipated future projects. CEQA documents that "tier" from programmatic documents must identify impacts that were not previously considered and provide additional mitigation measures if necessary. EIRS prepared for General Plans, Specific Plans, special planning areas, etc., are essentially Program EIRs.

This document is an Addendum to the City of Cudahy's General Plan Program EIR (GPPEIR). The City Council of the City of Cudahy certified the Program Environmental Impact Report for the current General Plan Update and adopted the General Plan 2040 in 2018. The purpose of this Addendum is to evaluate the environmental impacts of a new mixed-use senior residential project in the City's Entertainment Zone, including those impacts that might result from adding two land uses to the zone and revising the Commercial and Industrial permitted-use table (Cudahy Municipal Code Title 20, Table 20.20-1), and to determine whether the proposed project is within the scope of development anticipated by the General Plan. The City of Cudahy is the Lead Agency under the California Environmental Quality Act (CEQA), and is responsible for preparing the Addendum to the GPPEIR (Addendum) (State Clearinghouse No. 2017071071).

This Addendum has been prepared in conformance with CEQA (California Public Resources Code § 21000 et seq.), California CEQA Guidelines (California Code of Regulations, Title 14, § 15000 et seq.), and the rules, regulations, and procedures for implementation of CEQA, as adopted by the City of Cudahy. The principal CEQA and CEQA Guidelines sections governing content of this document are § 21157.1 (Review of Subsequent Projects Described in Report; Requirements); § 15162 (Subsequent Documents and Negative Declarations) and § 15164 (Addendum to an EIR or Negative Declaration).

CEQA Guidelines § 15162 permits agencies to prepare follow-up, or "subsequent" environmental documents to existing EIRs when, among other factors:

(a) substantial changes are proposed in the project that would require major revisions in that EIR resulting from new significant environmental effects or a substantial increase in the severity of effects previously described;

(b) there are substantial changes in the project's circumstances that would require major revisions;

(c) new information arises that was not known at the time that the document was certified, that shows new significant effects or an increase in their severity;

(d) a project proponent declines to implement mitigation measures that were previously infeasible, but became feasible and would substantially reduce one or more significant effects; or

(e) a project proponent declines to implement newly-discovered mitigation measures that would substantially reduce significant effects.

Alternatively, if there are changes to a project that would not require major revisions to the existing EIR, and only minor additions or changes to that existing EIR would be necessary, CEQA permits use of an Addendum to an existing Program EIR to evaluate the new effects, "tiering" from the Program EIR (CEQA Guidelines § 15164). (See California Natural Resources Agency, Title 14, California Code of Regulations, Chapter 3, Guidelines for the Implementation of the California Environmental Quality Act, Article 11, Types of EIRs, §§ 15160 – 15170, available at **https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I95DAAA70D48811DEBC02831C6D6C108E&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)** (accessed September 10, 2020).

CEQA Guidelines § 15164(a-e) describes an Addendum's scope as follows:

(a) The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in § 15162 calling for preparation of a subsequent EIR have occurred.

(b) An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in § 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.

(c) An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration.

(d) The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project.

(e) A brief explanation of the decision not to prepare a subsequent EIR pursuant to § 15162 should be included in an addendum to an EIR, the lead agency's required findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.

The City of Cudahy has accordingly prepared this Addendum to the GPPEIR because the proposed project and Zoning Code text amendment will likely necessitate only minor revisions and will not require mitigation measures different from those adopted in the GPPEIR and incorporated as policies in the General Plan. The accompanying Initial Study/Environmental Checklist Form evaluates the project and amendment's environmental impacts and cites mitigation measures from the GPPEIR as required.

11. Documents Incorporated by Reference

This analysis incorporates by reference the 2040 GPPEIR (SCH #2017071071), the 2040 General Plan Update, the 2040 General Plan Update Findings of Fact and Statement of Overriding Considerations (Resolution No. 18-07, March 18, 2018), and all technical studies prepared for the analysis of the proposed project as listed below. The GPPEIR, Resolution No. 18-07 and accompanying staff reports are available for public review at the City of Cudahy City Hall, 5220 Santa Ana Street, Cudahy, CA 90201. References in this document to the GPPEIR are inline; all other references are in footnotes, with internet links when appropriate.

Technical Studies

- Urbansims, *Shade/Shadow Analysis for Senior Mixed-Use Center Project, Cudahy, California* (Urbansims) (August 24, 2020) (Appendix A, attached)
- Willdan, Air Quality/GHG Emissions California Emissions Estimator (CalEEMod) Output (August 2020) (Appendix B, attached)

- Converse Consultants, *Phase 1 Environmental Site Assessment Report, 4610 Santa Ana Street, Cudahy, California* (Converse 1) (August 4, 2020) *Available on request from the City of Cudahy; address and contact information above*.
- Converse Consultants, *Phase 2 Environmental Site Assessment Report, 4610 Santa Ana Street, Cudahy, California* (Converse 2) (August 13, 2020) *Available on request from the City of Cudahy; address and contact information above*.

12. Intended Uses of This Addendum to the GPPEIR

The City of Cudahy, as the Lead Agency for this project, will use this Addendum to the GPPEIR in considering whether to approve the Prima Development Senior Mixed-Use Project, and the Zoning Code text amendment adding walk-in medical clinics and adult health day care uses to the Entertainment Zone. This Addendum will also provide environmental information to other agencies affected by the project, or which are likely to have an interest in the project. Various State and Federal agencies exercise control over certain aspects of the study area. The various public, private, and political agencies and jurisdictions with a particular interest in the proposed project, may include but are not limited to the following:

- California Air Resources Board (CARB)
- California Department of Housing and Community Development
- California Department of Toxic Substances Control
- California Department of Transportation (Caltrans)
- California Emergency Management Agency
- California Energy Commission
- California Environmental Protection Agency (CalEPA)
- California Office of Emergency Services
- California Regional Water Quality Control Board (CRWQB)
- County of Los Angeles Library
- County of Los Angeles Public Works
- County Sanitation Districts of Los Angeles County
- Golden State Water Company
- Tract 349 Water Company
- Los Angeles County Department of Public Works
- Los Angeles County Fire Department
- Los Angeles County Health Department
- Los Angeles County Metropolitan Transit Authority
- Los Angeles County Sheriff's Department
- South Coast Air Quality Management District (SCAQMD)
- Southern California Association of Governments (SCAG)
- U.S. Environmental Protection Agency
- Water Replenishment District of Southern California (WRD)

13. Project Description:

The proposed project is a six-story mixed-use development on a 1.33-acre site in the City of Cudahy, California. The project comprises 174 apartment units: 145 540-square-foot (SF) one-bedroom and 28 712-SF two-bedroom apartments intended for affordable senior-housing, a 945-SF two-bedroom manager's apartment, and 21,000 SF of ground-floor commercial uses (floor area ratio is 0.51), including a walk-in medical clinic and an adult health day-care center (See Table PD-1, Project Summary, and Figures PD-1-10, below). The proposed residential density is 131 dwelling units per acre (du/acre); the applicant is requesting a 222% density bonus pursuant to Cudahy Municipal Code (CMC) § 20.52.340 (see Part XI, Land Use and Planning, below). All units would be classified as affordable under California density bonus law.

The applicant is required by the CMC § 20.52.370 to enter into a density-bonus housing agreement that sets forth all the components of the project relating to affordability, the concessions granted by the City that help to make the project economically feasible, and monitoring and reporting procedures, penalties and enforcement mechanisms. CMC § 20.20.040 further requires a development agreement for new development in the Entertainment zone, including components for community amenities, on-site and off-site improvements, including providing affordable housing, community facilities, etc. Combining these two agreements is not prohibited.

As this agreement was being drafted and the CEQA document was being prepared, the applicant proposed to increase the number of units, not to exceed 192 in total, without increasing the number of stories, by changing some one-bedroom units to "efficiency" units per CMC § 20.16.030, Table 20.16-2. As is explained in Part XI, Land Use and Planning, there is no upper limit to the number of affordable units proposed in a project.

Among the amenities the project would provide include: a van service to transport seniors to shopping, church services, medical appointments, etc.; a landscaped second-floor private courtyard; a landscaped roof deck; a community room; below-grade parking garage; and individual balconies.

Architecture. The proposed structure is contemporary and laid out in a modified U-shape, with a central landscaped courtyard opening to Santa Ana Street (Fig. PD-1). Alternating façade surfaces of off-white stucco, tan stucco, and medium-brown fiber-cement siding, regularly-placed windows, and balconies provide visual articulation (see Figure PD-9 for architectural materials and color information). The ground-floor commercial area is constructed around the courtyard, is faced with glass windows and doors, and framed by a contrasting burnt-orange stucco façade. This latter stucco surface treatment continues around the east, west and south sides of the building, from the finished grade to approximately 15 feet above grade.

Individual commercial tenant spaces are defined by horizontal awning structures that support tenant signage. Open-air covered bridges connect the east and west "legs" of the upper stories approximately mid-structure (see Figure 4). A landscaped deck occupies a 2,500 SF portion of the 6th story, facing Santa Ana Street. Centrally-placed elevators stairways on the northeast, northwest, and southeast provide access to upper stories.

Access and Circulation. The subject property faces Santa Ana Street, which the Cudahy General Plan classifies as a "collector street." The proposed entry driveway is approximately 400 feet west of Atlantic Avenue, a "major highway." The entry driveway leads to the parking garage, where an internal ramp proceeds to the below-grade level. The parking garage plans show 87 dedicated residential spaces, 100 commercial spaces, and 112 bicycle parking spaces. Pedestrians would enter the project directly from Santa Ana Street through the at-grade landscaped courtyard.

Construction Period/Duration. The applicant hopes to begin construction in 2021, depending on financing. Construction will take at least 24 months. Approximately 20,944 cubic yards of soil would be excavated and exported to accommodate structure footings and the subterranean parking garage.

14. Entitlements Requested:

a) Development Agreement (Cudahy Municipal Code (CMC) §20.84.530)

b) Conditional Use Permit for a Density Bonus for Affordable Housing Units (CMC §20.52.300)

c) Zoning Code Text Amendment (CMC § 20.84-27)

d) Development Review Permit (CMC §20.84.170)

15. Surrounding Land Uses and Setting:

The project site lies within the urbanized Atlantic Avenue commercial corridor of the City of Cudahy, at approximately 120' above sea level. The property is generally level, sloping slightly toward the south/southeast. The site itself is vacant, having been occupied from the early 1960s until approximately 1987 with light-industrial uses, and more recently for vehicle storage. North of the site, across Santa Ana Street, is the Cudahy Mall with several retail outlets including a Big Lots store, a fitness center, and fast-food and take-out restaurants. Multi-family residential uses lie to the northwest and west; the apartment complex adjacent to the project's west property line is two stories and approximately 21' tall. The Tract 349 Mutual Water Company's office and water tank occupies the parcel immediately east of the subject property, and various light industrial uses lie to the south.

Known uses of the site date to 1923, where historic maps show a residence and livestock structures.[1] By 1963, the property was developed with light industrial uses, and a 2,000-gallon gasoline underground storage tank was installed. Two additional gasoline/diesel tanks were installed in 1970. The latter two tanks were removed from the site in 1987, and the original tank was removed in 2012. None of the tanks had leaked, but in the course of environmental investigation, soil contamination was discovered. See Part IX, Hazards and Hazardous Materials below for discussion of the tanks, site closure status, soil testing and remediation requirements.

Table PD-2 summarizes surrounding land uses, General Plan designations and zoning.

[1] Converse Consultants, *Phase 1 Environmental Site Assessment Report, 4610 Santa Ana Street, Cudahy, California* (Converse 1) (August 4, 2020), p. 18.

Table PD - 1

PROJECT SUMMARY

Proposed Uses:

Residential: 100% Affordable Senior Apartments

Commercial: Community Serving Commercial Space

Residential Unit Summary:

Type	No.	Area (SF)	Total Area
1 Bdrm	145	540 SF	78,300 SF
2 Bdrm	28	712 SF	19,936 SF
2 Bdrm (Manager's Unit)	1	945 SF	945 SF
Total	**174**		**99,181 SF**

Residential Density: 130.8 du/ac (a 222% density bonus is requested pursuant to CMC § 20.52.340. See Part XI, Land Use and Planning).

Commercial Floor Area:	29,883 SF
Floor Area Ratio (FAR) (Commercial Space):	0.51
Building Height:	6 stories/66'-8"
Setbacks, Residential:	**Setbacks, Commercial:**
Front: 5' Side: 10' Rear: 10'	Front: 5' Side: 5' Rear: 60'
Common Open Space:	**Private Open Space:**
Courtyard at Podium 11,000 SF Courtyard at Grade 5,517 SF Community Room 1,300 SF Roof Garden/Deck 2,500 SF **Total 20,317 SF**	One-bedroom units 50 SF each (total for 145 units: 7,250 SF) Two-bedroom units 75 SF each (total for 29 units: 2,175 SF) **Total 9,425 SF**

Parking *(Parking reductions associated with density bonus for affordable housing and requested. See Land Use and Planning, Part XI, below)*

Residential	87
Commercial	100
Bicycle	112

Table PD - 2

	General Plan	Zoning	Land Use
Site	Entertainment District & Subdistrict	Entertainment	Vacant
North	Civic/Mixed Use Category/ Entertainment Subdistrict	Civic Mixed Use	Cudahy Mall
South	Entertainment/ Innovative Industrial Categories & Subdistricts	Innovative Industrial/ Light Industrial	Light Industrial
East	Entertainment District & Subdistrict	Entertainment	Water Co. Office and Tank, Gasoline Station
West	Innovative Industrial District & Subdistrict	Innovative Industrial	Multi-family Residential

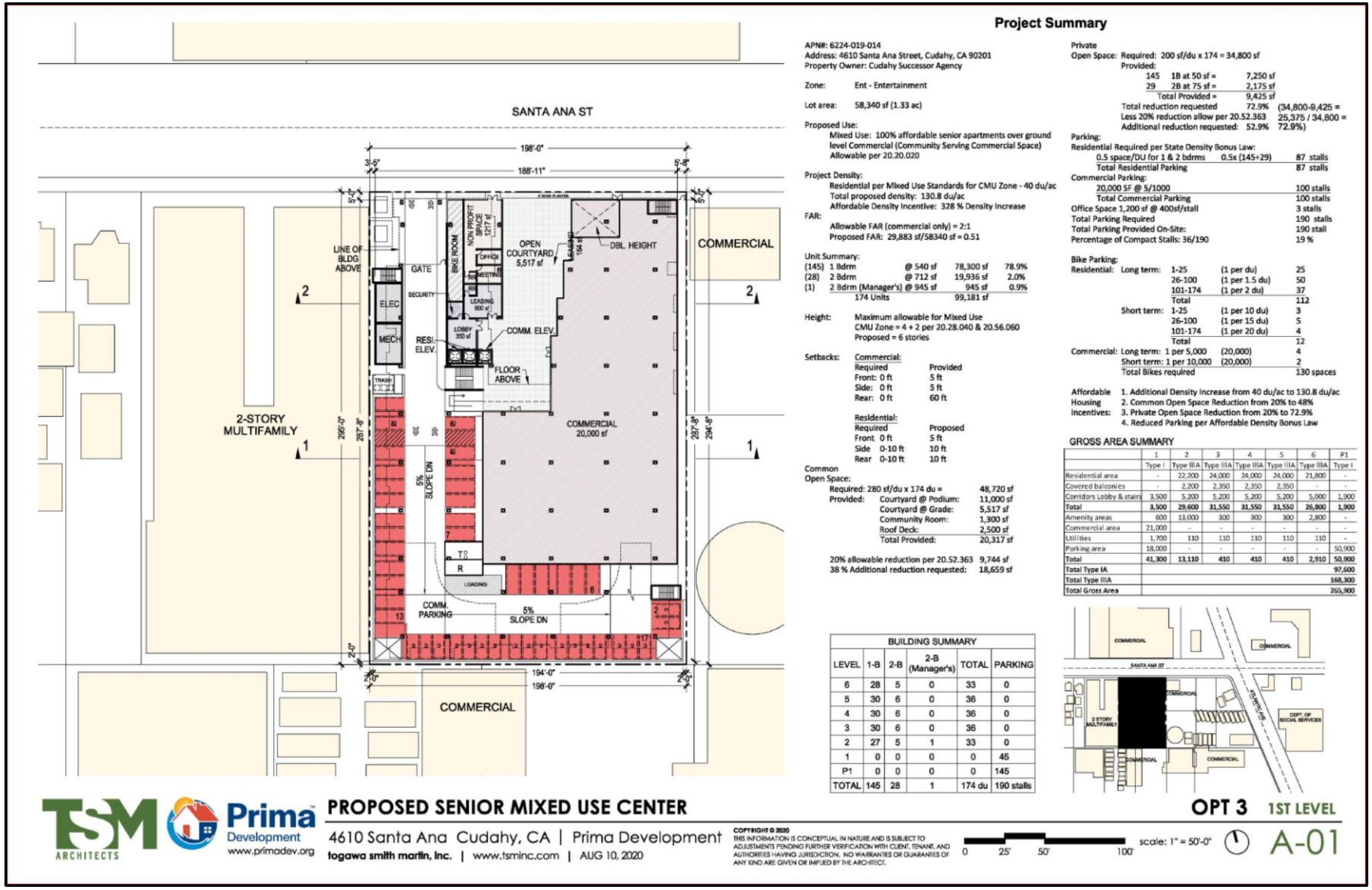


Figure PD - 3

Site Plan, Level 1

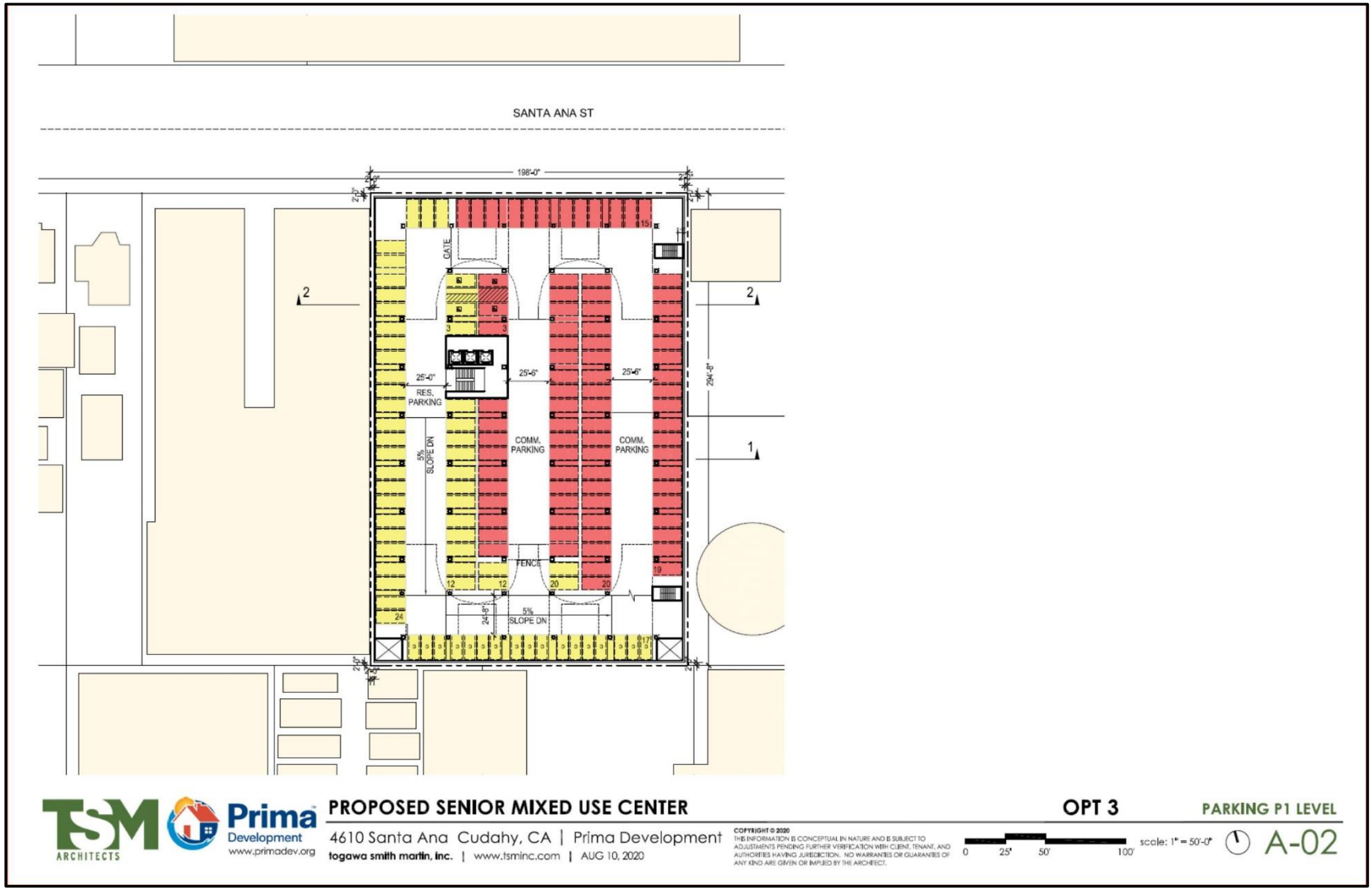


Figure PD - 4

Parking P1 Level

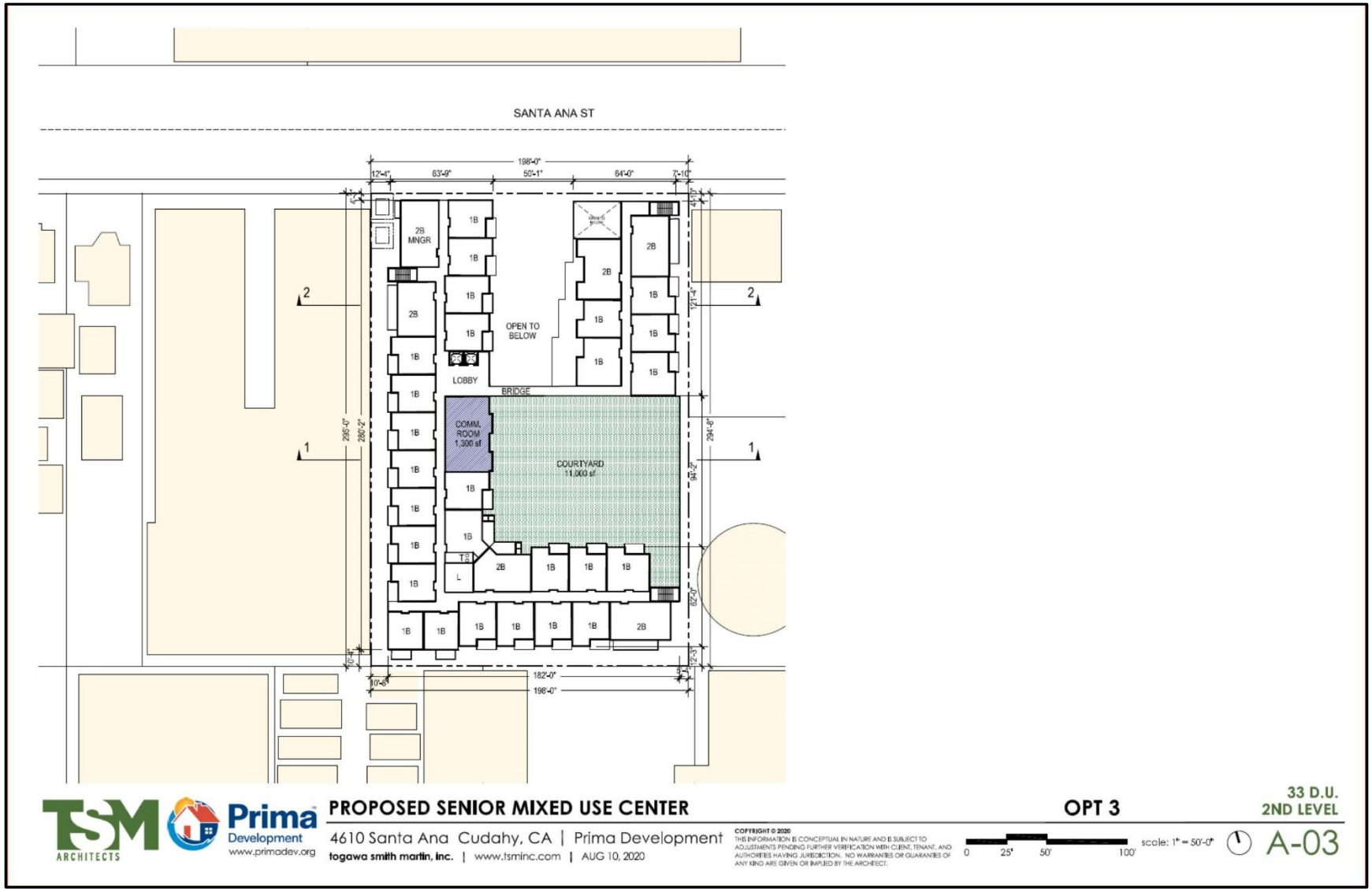


Figure PD - 5

Level 2

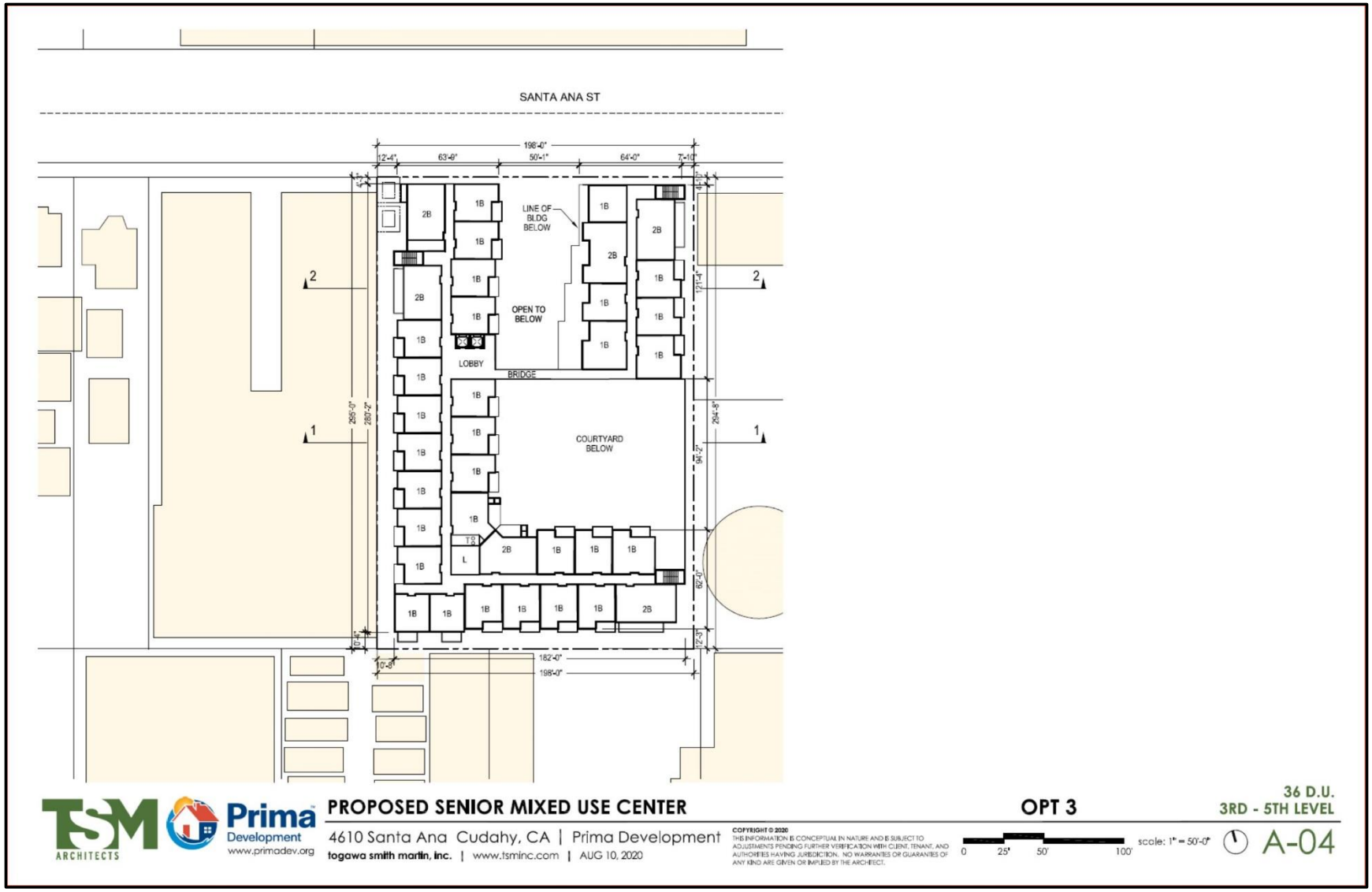


Figure PD - 6

Levels 3-5

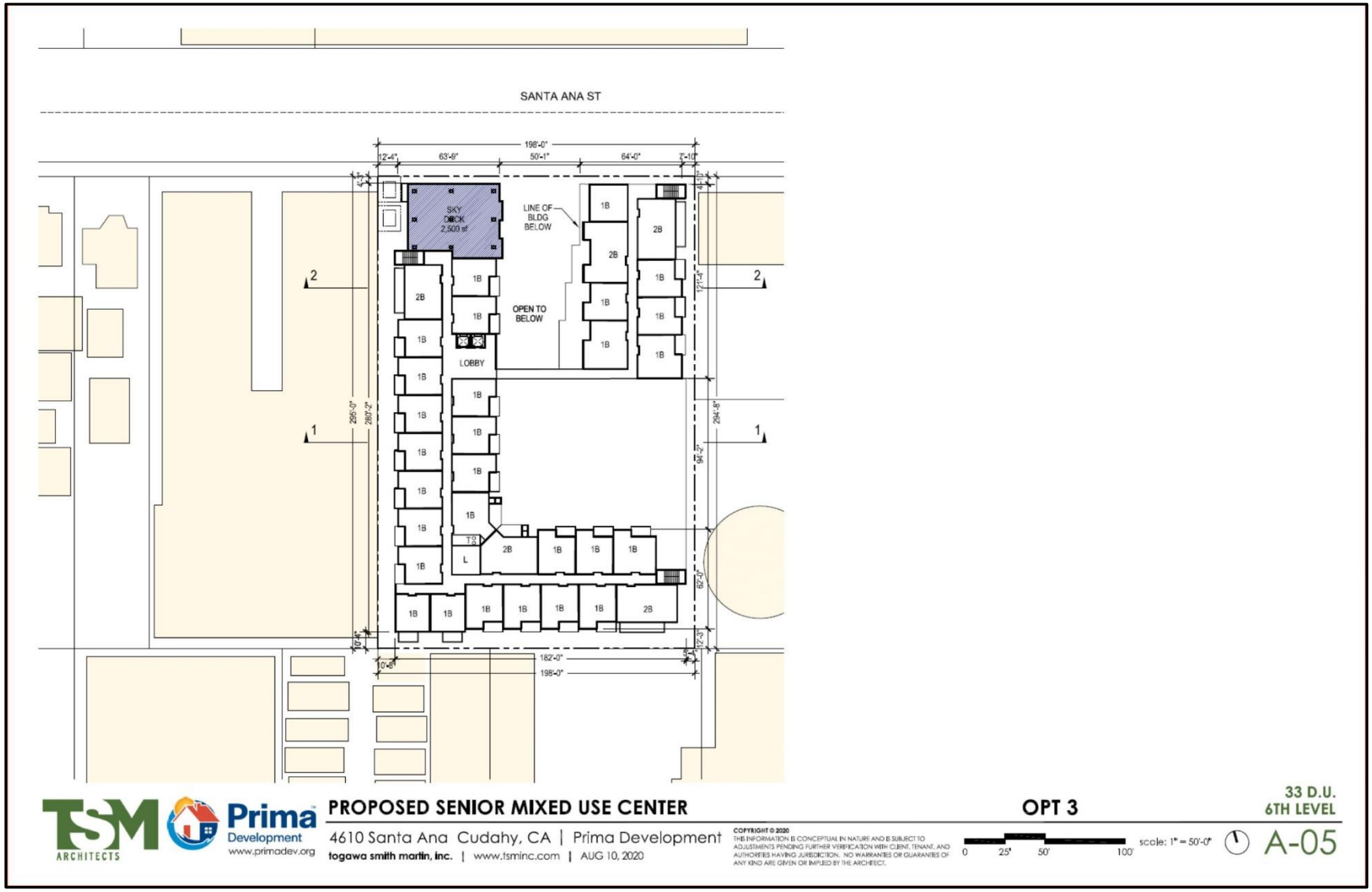


Figure PD - 7

Level 6

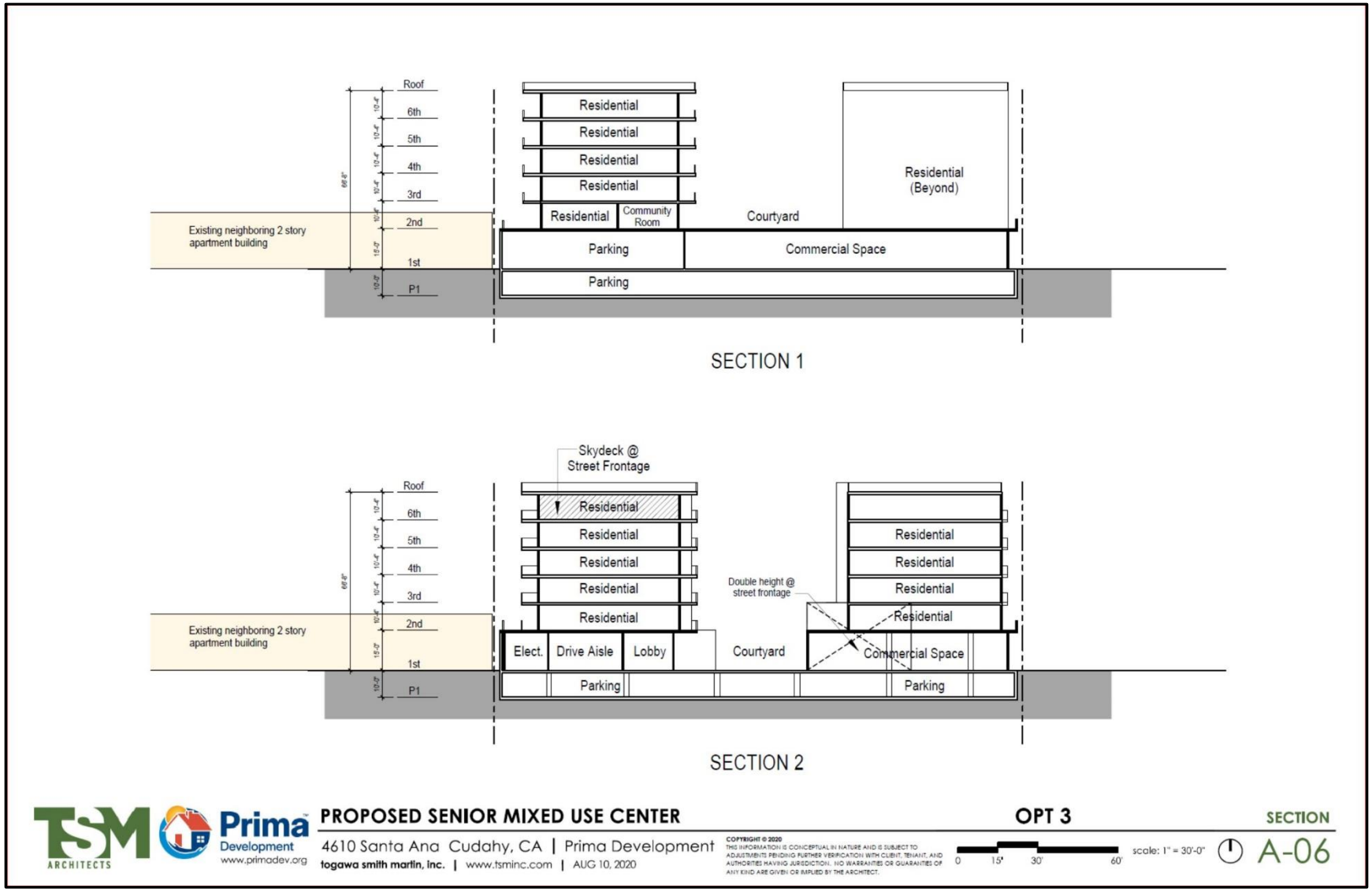


Figure PD - 8

Sections (See Figure PD – 1 for section symbols)

Figure PD - 9

3D Rendering

Figure PD - 10

North Elevation

MATERIALS LEGEND

1. Stucco #1
2. Stucco #2
3. Stucco #3
4. Stucco #4
5. Fiber Cement Siding
6. Vinyl Windows/Doors
7. Aluminum Storefront Windows & Doors
8. Metal Canopy/Awning
9. Metal Railing
10. Painted Metal Trellis
11. Concrete Roof Tile
12. Internally Lighted Channel Letters

TSM ARCHITECTS | Prima Development www.primadev.org

PROPOSED SENIOR MIXED USE CENTER

4610 Santa Ana Cudahy, CA | Prima Development

togawa smith martin, inc. | www.tsminc.com | AUG 13, 2020

COPYRIGHT © 2020
THIS INFORMATION IS CONCEPTUAL IN NATURE AND IS SUBJECT TO ADJUSTMENTS PENDING FURTHER VERIFICATION WITH CLIENT, TENANT, AND AUTHORITIES HAVING JURISDICTION. NO WARRANTIES OR GUARANTIES OF ANY KIND ARE GIVEN OR IMPLIED BY THE ARCHITECT.

0 10' 20' 40' scale: 1" = 20'-0"

SOUTH ELEVATIONS

A-02

Figure PD - 11

South Elevation

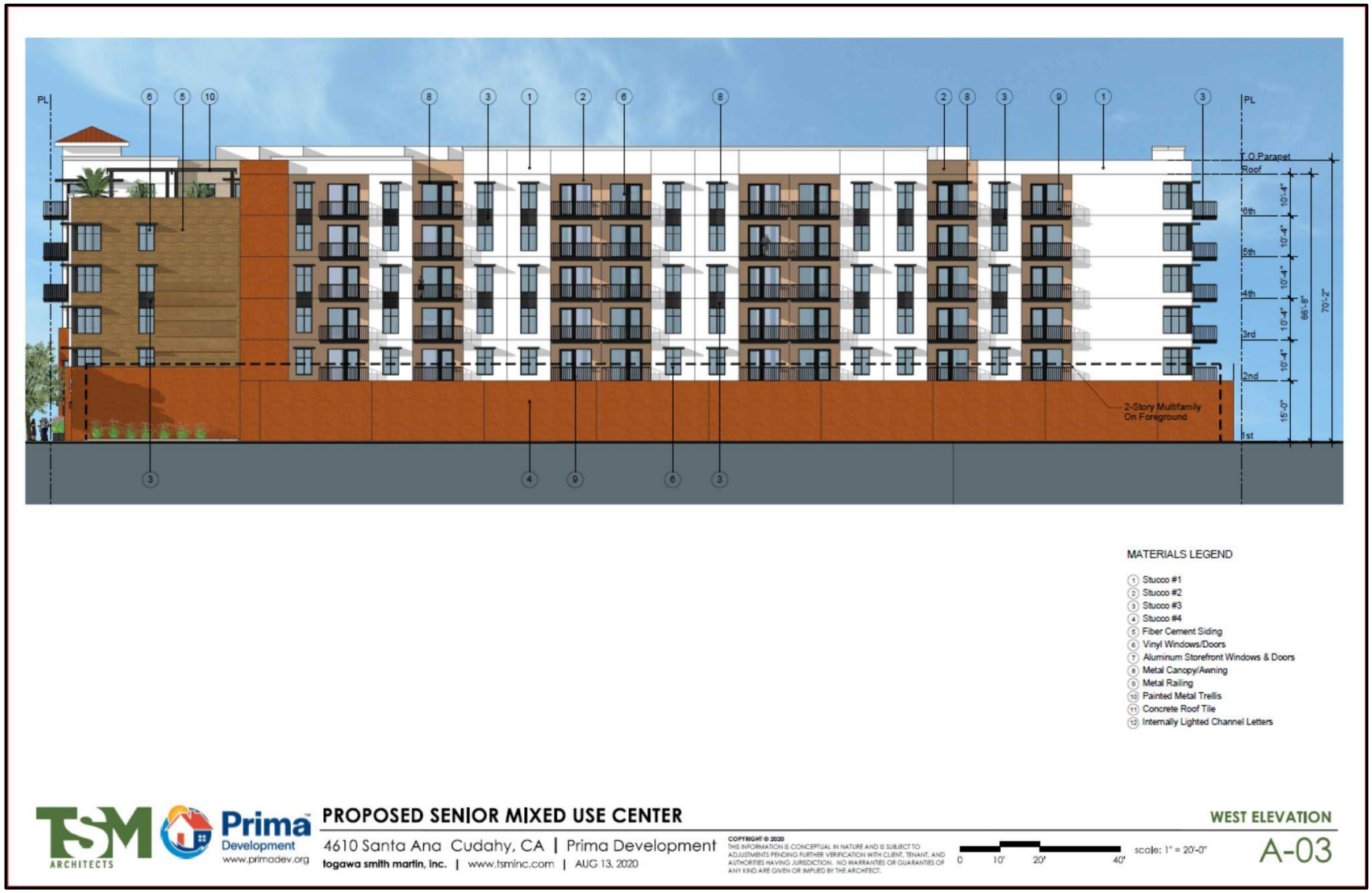


Figure PD - 12

West Elevation

Figure PD - 13

East Elevation

NORTH ENLARGED ELEVATION

NORTH ENLARGED ELEVATION 2

TSM ARCHITECTS | Prima Development www.primadev.org

PROPOSED SENIOR MIXED USE CENTER

4610 Santa Ana Cudahy, CA | Prima Development

tagawa smith martin, inc. | www.tsminc.com | AUG 13, 2020

COPYRIGHT © 2020
THIS INFORMATION IS CONCEPTUAL IN NATURE AND IS SUBJECT TO ADJUSTMENTS PENDING FURTHER VERIFICATION WITH CLIENT, TENANT, AND AUTHORITIES HAVING JURISDICTION. NO WARRANTIES OR GUARANTIES OF ANY KIND ARE GIVEN OR IMPLIED BY THE ARCHITECT.

0 5' 10' 20' scale: 1" = 10'-0"

SIGNAGE / LIGHTING

A-05

Figure PD - 14

Signage/Exterior Lighting

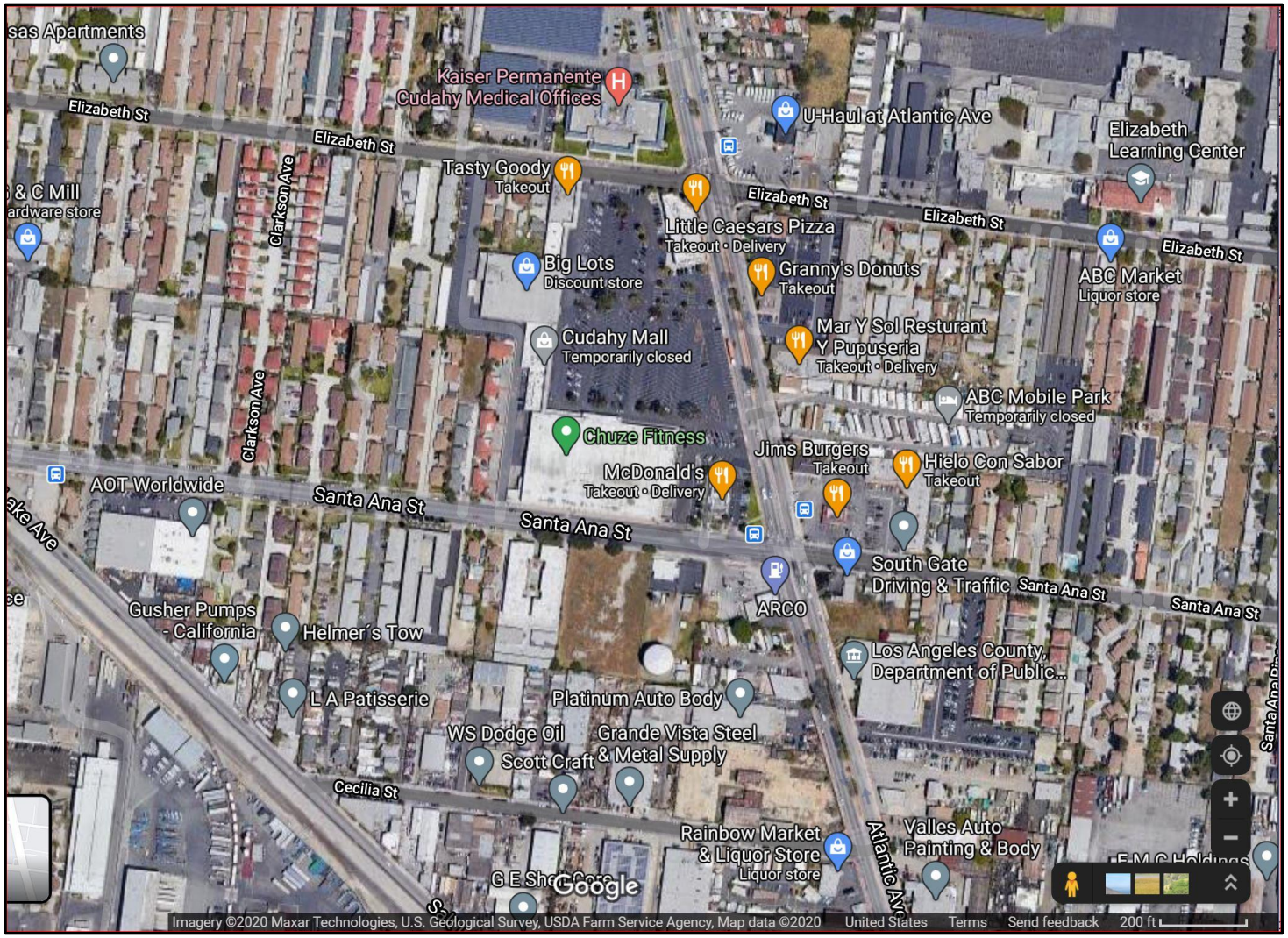


Figure PD - 15

Aerial View

Figure PD - 17

Site Frontage

Figure PD - 17

Westbound View along Santa Ana St.

Figure PD - 19

Eastbound View along Santa Ana St.

Figure PD - 19

Eastbound View along Santa Ana St.,
2-story Multifamily Residences on right

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.

☒	Aesthetics	☐	Agriculture/Forestry Resources	☒	Air Quality
☐	Biological Resources	☒	Cultural Resources	☐	Energy
☒	Geology/Soils	☐	Greenhouse Gas Emissions	☐	Hazards and Hazardous Materials
☐	Hydrology/Water Quality	☒	Land Use/Planning	☐	Mineral Resources
☒	Noise	☐	Population/Housing	☐	Public Services
☐	Recreation	☐	Transportation	☒	Tribal Cultural Resources
☐	Utilities/Service Systems	☐	Wildfire	☒	Mandatory Findings of Significance

DETERMINATION

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☒ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier 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.

_____

Signature *Date*

EVALUATION OF ENVIRONMENTAL IMPACTS

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

I. AESTHETICS

Except as provided in Public Resources Code § 21099(d) (which prohibits a significance determination regarding aesthetics impacts for transit-oriented infill projects within transit priority areas),

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? *(Public views are those that are experienced from publicly accessible vantage points.)* If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?	☐	☐	☒	☐
e) Create shadows or shade that would adversely affect neighboring properties?	☐	☐	☒	☐

Impact Discussion:

a, b) **No Impact.** The proposed project would not affect scenic vistas or scenic resources, because none exist in the vicinity of the project. The City of Cudahy GPPEIR concluded that there are no scenic resources or scenic highways in the City, and that vistas, when perceptible, are of the San Gabriel Mountains as viewed from the Los Angeles River bridge at Clara Street and along the Los Angeles River bike path (GPPEIR p. 5-5).

c) **Less than Significant Impact.** The proposed project is in an urbanized area, and is consistent with development standards for mixed-use development in the Entertainment Zone and with standards for a density bonus. Those development standards allow for buildings up to six stories in height (CMC §20.20.030(D), CMC § 20.28.030, Table 20.28-2). The project is designed with six stories, consistent with the standard. Other development standards related to aesthetics include:

- *§ 20.28.050(B) Building orientation and entrances*: This section requires clearly-defined commercial and residential entrances, which are scaled to pedestrians (rather than vehicles),

  Figure PD-9, North Elevation, shows 8’ to 10’-tall by 20’ to 30’-wide commercial tenant windows, with doors opening to Santa Ana Street. The 50’-wide courtyard opening is also clearly defined, with raised planters visible from the street. The overall scale appears consistent with Zoning Code requirements for façade aesthetics; accordingly, no impacts would result with respect to building orientation and entrances.

- *§ 20.28.050(C) Building transparency/windows and openings facing streets:* incorporate ground-floor windows and openings that constitute at least 50 percent of the street-facing building face, and windows that constitute at least 20 percent of residential street-facing upper stories. The

street-facing building façade measures approximately 147,000 SF (210' x 70'), and the ground floor elevation façade measures approximately 2,100 SF (210' x 10' average height), with approximately 755 SF of street-facing windows and openings, including the garage opening. Accordingly, window/opening area is approximately 36 percent of the total ground-floor façade area, 14% less than the Zoning Code specifies. The upper floor façade area measures approximately 12,600 SF, with an estimated 1,000 SF of window area. This represents 8% of the street-facing façade area, 12% less than Zoning Code requirements.

Despite these numeric deficiencies, Figure PD-9 illustrates a reasonably-balanced and symmetric street-facing window arrangement. Street-level windows and openings occupy most of the linear façade, with the longest "blank wall" measuring 20'. Upper-story windows appear symmetrically-spaced with an average 5' horizontal spacing between windows on the upper stories, and 2' to 3' vertical spacing. In light of this symmetry, and consistency with Code requirements for minimizing blank wall space, aesthetic impacts with respect to window/opening area and the structure's overall appearance would be less than significant. Impacts associated with zoning code inconsistencies are discussed in Part XI, Land Use and Planning, below.

- § *§ 20.28.050(E) Blank Walls:* This section states that "no street frontage wall may run in a continuous plane for more than 20 feet without an opening." Figure PD-9 shows only one façade plane that measures 20' long, on the northeast corner of the building. There are no other façade planes that extend further than 20'. Accordingly, the project is consistent with this section, and no aesthetic impacts result.

d) **Less Than Significant Impact**. The proposed project is not anticipated to create substantial new light and glare affecting day or night-time views, because exterior lighting is regulated by CMC § 20.28.080(B), which requires light fixtures to be shielded so that the emitted light does not negatively impact existing residential uses or the new residents. This requirement would be applied during the building plan-check process. Moreover, the proposed building surfaces, stucco, and fiber-cement siding, do not characteristically cause significant glare (compared to, e.g., glass- or stainless-steel-clad buildings). Impacts associated with light and glare are anticipated to be less than significant.

e) **Less Than Significant Impact**. The proposed project will shade nearby properties, most noticeably at solstice and equinox periods, but as explained below, shade and shadow impacts are anticipated to be less than significant.

The City of Cudahy has not established a significance threshold for shade/shadow effects. Where no thresholds exist for a particular environmental effect, CEQA permits local agencies to use thresholds from a similarly-situated municipality (CEQA Guidelines § 15064.7(c)). Accordingly, the shade-and-shadow modeling study performed for the project[2] used the City of Los Angeles' adopted threshold. The rationale for using the L.A. thresholds is that the urbanized character of the Cudahy is similar to that of many areas of the built environment of Los Angeles, and that Los Angeles is one of the few cities in southern California with an adopted threshold of significance for shade/ shadow impacts.

The L.A. threshold states a significant shade/shadow impact would occur if shade-sensitive uses would be shaded more than three hours between the hours of 9:00 A.M. and 3:00 P.M. Pacific Standard Time

[2] Urbansims, *Shade/Shadow Analysis for Senior Mixed Use Center Project, Cudahy, California* (Urbansims) (August 24, 2020), p. 2.

(PST), between late October and early April or more than four hours between the hours of 9:00 A.M. and 5:00 P.M. Pacific Daylight Time (PDT) between early April and late October[3].

Shadow-sensitive uses located within the path of the shadows cast by the proposed project include an apartment complex at 4550 Santa Ana Street, two detached single family homes at 4546 Santa Ana Street west of the site, and a mobile-home park (Star Lite Trailer Village) at 8115 Atlantic Avenue east of the site.

The shade and shadow analysis was based on the proposed project design using geo-located (i.e. parcel specific) SketchUp™ modeling of sunlight conditions. Shade and shadow effects are dependent upon several factors, including the local topography, the season, the height and mass of adjacent structures, the shade-sensitivity of adjacent land uses, and duration of shadow projection. Shade and shadows cast by the proposed project onto adjacent shadow-sensitive land uses were analyzed during the summer solstice (June 20) for each hour from 9:00 a.m. to 5:00 p.m., during the winter solstice (December 21) for each hour from 9:00 a.m. to 3:00 p.m., during the spring equinox (March 20) for each hour from 9:00 a.m. to 3:00 p.m., and during the fall equinox (September 22) for each hour from 9:00 a.m. to 5:00 p.m.

"Solstice" is defined as either of the two points on the sun's elliptic that lie midway between the equinoxes (separated from them by an angular distance of 90°). At the solstices, the sun's apparent position on the celestial sphere reaches its greatest distance above or below the celestial equator, about 23 1/2° of the arc. At the time of summer solstice, around June 20, the sun is directly overhead at noon at the Tropic of Cancer. In the Northern Hemisphere, the longest day and shortest night of the year occur on this date, marking the beginning of summer. At winter solstice, around December 21, the sun is overhead at noon at the Tropic of Capricorn; this marks the beginning of winter in the Northern Hemisphere. Measuring shadow lengths for the winter and summer solstices represents the extreme shadow patterns that occur throughout the year. Shadows cast on the summer solstice are the shortest shadows during the year, becoming progressively longer until winter solstice when the shadows are the longest they are all year. Shadows are shown for summer solstice, cast from 9:00 a.m. to 5:00 p.m., and for winter solstice, cast from 9:00 a.m. to 3:00 p.m.

"Equinox" is defined as either of two points of intersection of the sun's apparent annual path and the plane of the earth's equator, that is, a point of intersection of the elliptic and the celestial equator. At the equinoxes (March 20 for spring, and September 22 for fall), day and night are the same duration as the sun's transit falls on the equator. Shadows cast on the equinoxes are intermediary between the solstices. Shadows are shown for spring equinox, cast from 9:00 a.m. to 3:00 p.m., and for fall equinox, cast from 9:00 a.m. to 5:00 p.m.

[3] City of Los Angeles CEQA Thresholds Guide (2006), available at https://planning.lacity.org/eir/CrossroadsHwd/deir/files/references/A07.pdf (accessed September 10, 2020).

Winter Solstice. The estimated winter solstice (December 21) shadows generated by the proposed project at 9 am, 12 pm, and 3 pm are illustrated on Figure Aes-1 below. During the winter solstice, shadows would be cast up to 197 feet to the northwest in the morning, 103 feet to the north at midday, and 235 feet to the northeast in the afternoon. For about 1-1/2 hours (between 9:00 a.m. and 10:30 a.m.), the Project would cast shadows upon the courtyard of the apartment complex at 4550 Santa Ana Street. Because shadows would not be cast onto the courtyard area for a period no greater than three continuous hours between the hours of 9:00 a.m. and 3:00 p.m., impacts would be less than significant.

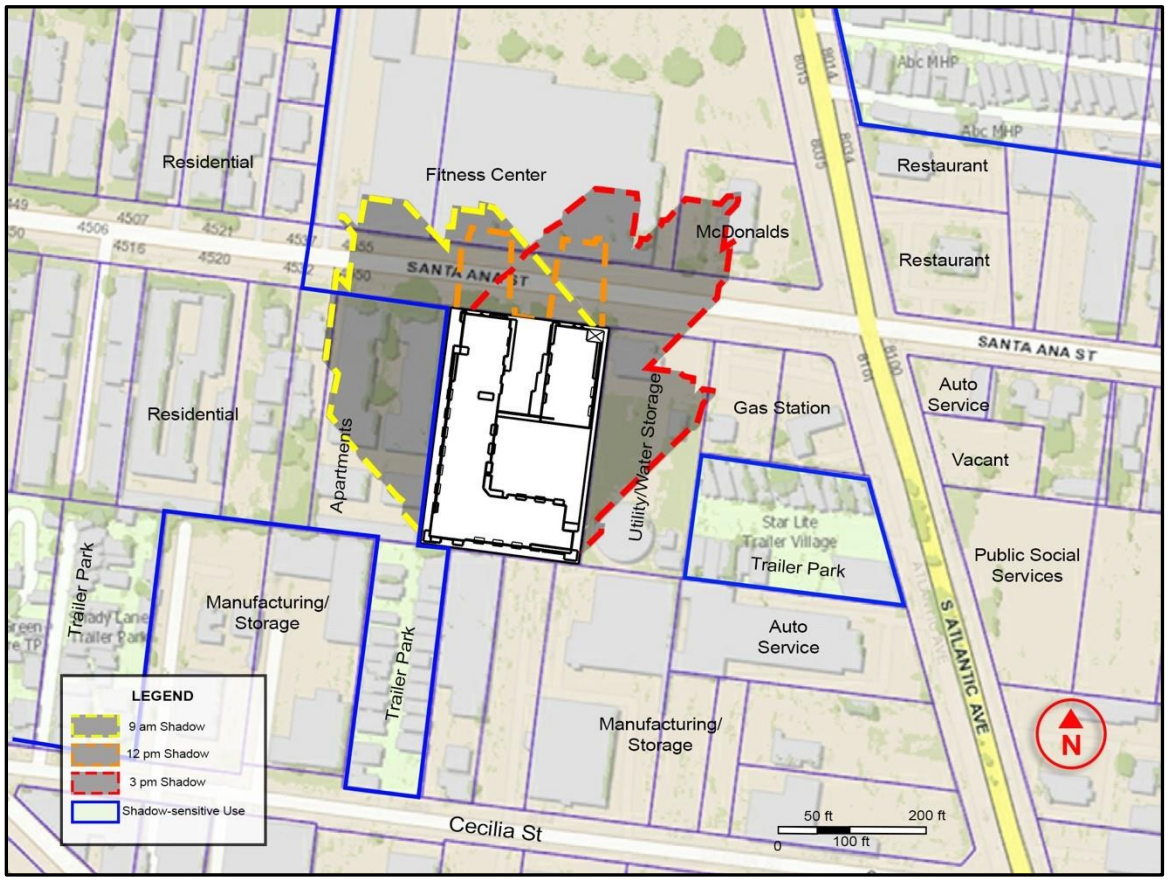


Figure Aes - 1

Winter Solstice Shadows

Summer Solstice. The estimated summer solstice (June 20) shadows generated by the proposed project at 9 am, 1 pm, and 5 pm are illustrated on Figure Aes - 2. During the summer solstice, shadows would be cast up to 60 feet to the west in the morning, 23 feet to the north at midday, and 165 feet to the east in the afternoon. A very small portion of the south-west corner of the mobile-home park to the east at 8115 Atlantic Avenue would be shaded, but for less than one hour (4:40 pm to 5 pm). Because shadows would not be cast onto the mobile-home park property for a period greater than four continuous hours between the hours of 9:00 a.m. and 5:00 p.m., impacts would be less than significant.

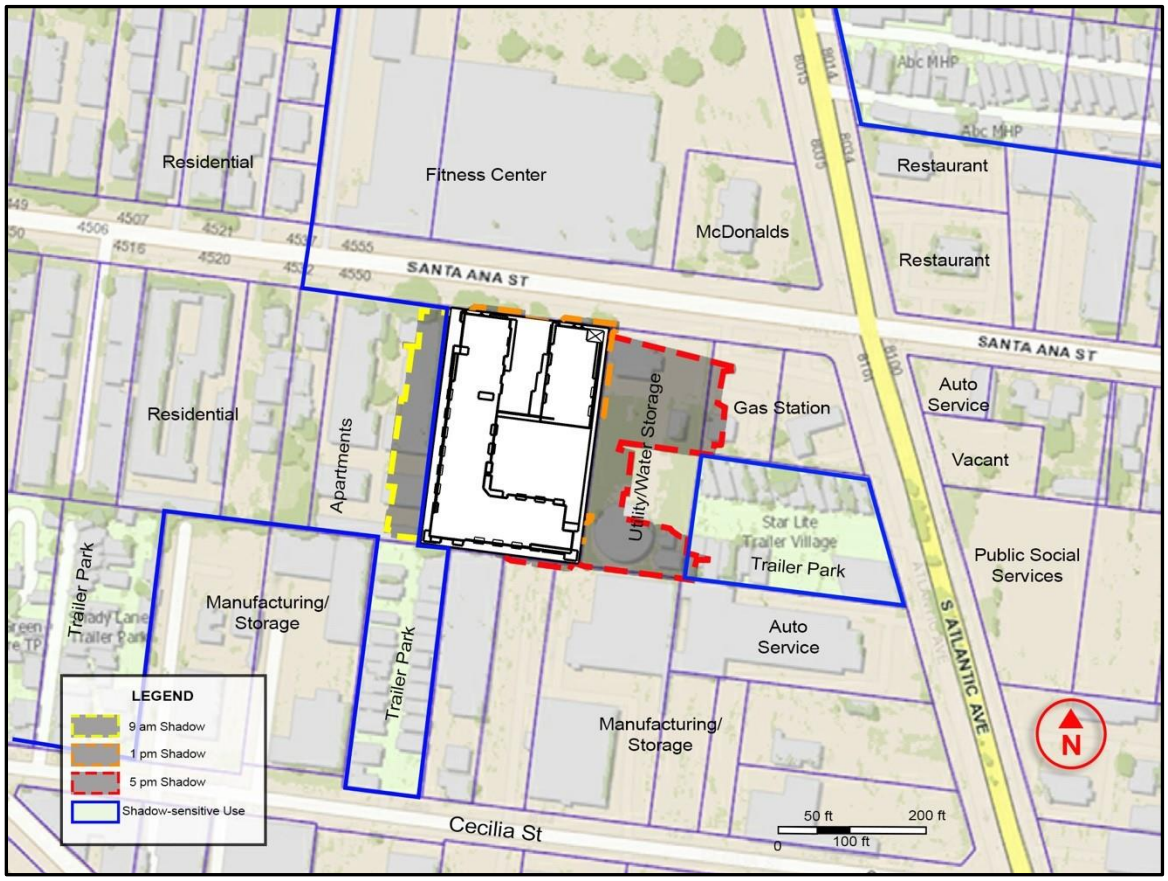


Figure Aes - 2

Summer Solstice Shadows

Spring Equinox. The estimated spring equinox (March 20) shadows generated by the proposed project at 9 am, 12 pm, and 3 pm are illustrated on Figure Aes - 3. During the spring equinox, shadows would be cast up to 102 feet to the north-west in the morning, 50 feet to the north at midday, and 102 feet to the north-east in the afternoon. For about one hour (between 9:00 a.m. and 10:00 a.m.), the Project would cast shadows upon the courtyard of the apartment complex at 4550 Santa Ana Street. Because shadows would not be cast onto the courtyard area for a period greater than three continuous hours between the hours of 9:00 a.m. and 3:00 p.m., impacts would be less than significant.

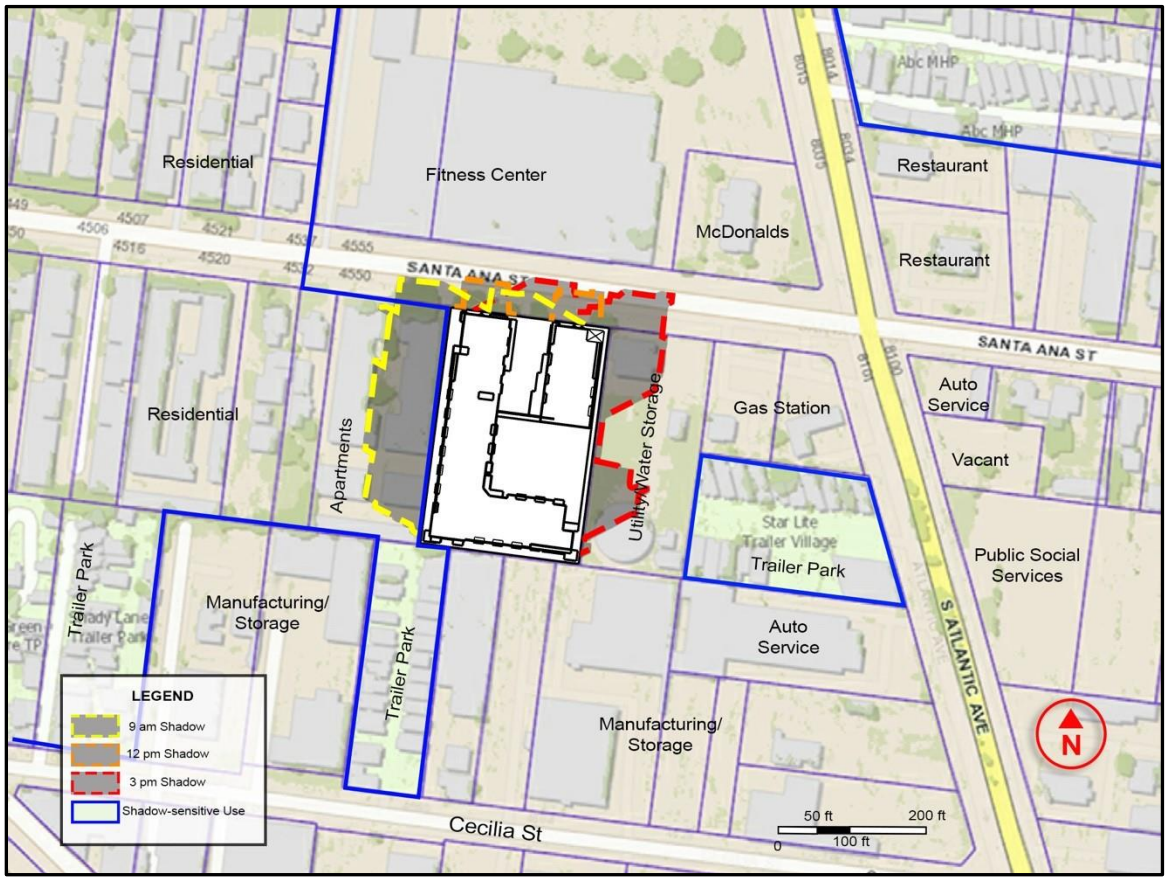


Figure Aes - 3

Spring Equinox Shadows

Fall Equinox. The estimated fall equinox (September 22) shadows generated by the proposed project at 9 am, 1 pm, and 5 pm are illustrated on Figure Aes - 4. During the fall equinox, shadows would be cast up to 94 feet to the north-west in the morning, 58 feet to the north at midday, and about 475 feet to the east in the afternoon. For less than one hour (between 9:00 a.m. and 9:40 a.m.), the Project would cast shadows upon the courtyard of the apartment complex at 4550 Santa Ana Street. Shadows would also be cast on the northern portion of the trailer park to the east at 8115 Atlantic Avenue in the afternoon, but for less than two hours (3:40 pm to 5 pm). Because shadows would not be cast onto shadow sensitive areas for a period greater than four continuous hours between the hours of 9:00 a.m. and 5:00 p.m., impacts would be less than significant.

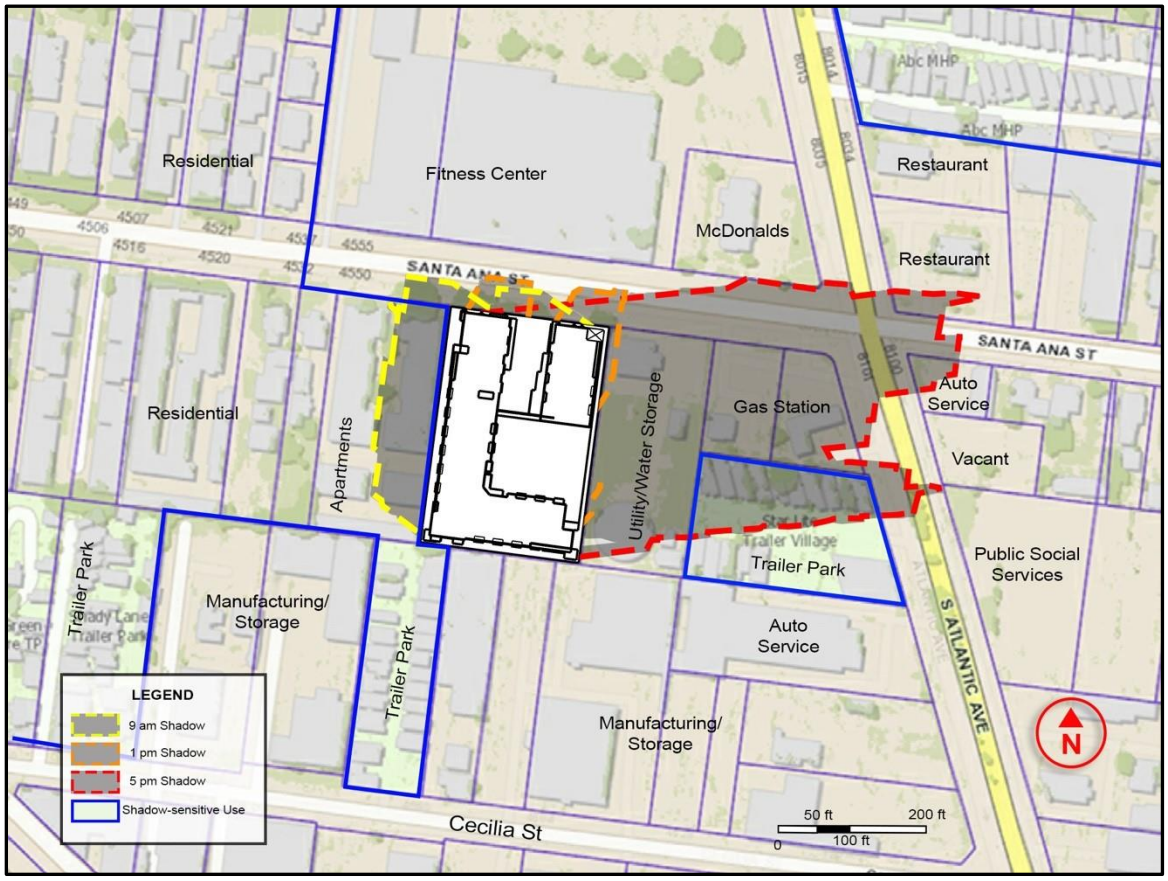


Figure Aes - 4

Fall Equinox Shadows

Although construction of the proposed Project would result in new shadows being cast on shadow-sensitive uses, the project would be constructed in an urban environment, mostly surrounded by commercial/industrial uses, and would be constructed consistent with the zoning and site development standards applicable to the parcel, including those that regulate height and mass. Accordingly, while new shading and shadow patterns would occur, impacts are anticipated to be less than significant.

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:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code § 12220(g)), timberland (as defined by Public Resources Code § 4526), or timberland zoned Timberland Production (as defined by Government Code § 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
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?	☐	☐	☐	☒

Impact Discussion:

a-e) **No Impact.** The proposed project would not affect farmland or forest land because the project is located entirely within an urbanized environment. Chapter Six, Agriculture and Forestry Resources, of the GPPEIR describes Cudahy's agricultural setting as follows:

- According to the Farmland Mapping and Monitoring Program of the California Resources Agency, the City of Cudahy is not within the survey boundary and does not have any land use designation regarding farmland assigned within City limits. Page OSCE-2 of the General Plan also states that the "United States Department of Agriculture Natural Resource Conservation Services does not publish soil data for the area, meaning that Cudahy does not have any valuable farmland."
- The City of Cudahy and the surrounding area are urbanized. The city is not zoned for agricultural use, nor does it contain lands under Williamson Act contracts.
- The City of Cudahy does not have areas zoned as forest land or timberland, or timberland zoned as Timberland Production. Maps produced by the Forest and Range Assessment Project indicate that the

Planning Area is in an Urban area, with Barren/Other and Water land cover types along the Los Angeles River.

Given that there are no agricultural or forest resources in the City of Cudahy, no impacts to such resources are anticipated.

III. AIR QUALITY

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

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	☒	☐	☐	☐
b) 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?	☐	☒	☐	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☒	☐	☐
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

Background and Regulatory Setting

The project is located within the South Coast Air Basin. The South Coast Air Quality Management District (SCAQMD) has jurisdictional and regulatory authority within the Air Basin, and is responsible for the region's Air Quality Management Plan (AQMP), which sets forth regulations and various control measures to reduce air pollution and bring the region into compliance with federal Clean Air Act (CAA) and California Clean Air Act (CCAA) standards by various target years. The 2016 AQMP includes control measures for both stationary and mobile sources of air pollutants; the control measures are further codified into Rules or set forth as policies for jurisdictions within the Air Basin. Rules set specific limits for emissions from various stationary sources, including specific types of equipment, industrial processes, paints, solvents, and consumer products. Limits on airborne "fugitive" dust from construction and particulates from diesel engines are also set forth and enforceable. To measure ongoing AQMP progress, the SCAQMD monitors air quality at 38 locations throughout the Air Basin, and has enforcement authority over a four-county area (Los Angeles, Orange, Riverside and San Bernardino Counties). See the SCAQMD website, http://www.aqmd.gov/, for comprehensive information regarding the AQMP and the SCAQMD's overall responsibilities.

As of 2020, the South Coast Air Basin is considered to be in "non-attainment" for three criteria pollutants: ozone; particulate matter(PM10); and respirable particulate matter (PM2.5) (See SCAQMD National Ambient Air Quality Standards (NAAQS) and California Ambient Air Quality Standards (CAAQS), available at http://www.aqmd.gov/docs/default-source/clean-air-plans/air-quality-management-plans/naaqs-caaqs-feb2016.pdf?sfvrsn=14 (accessed August 14, 2020). To moderate the effects of public and private development projects on non-attainment, the SCAQMD sets regional and local emissions significance thresholds for CEQA compliance for reactive organic gases/ozone precursors (ROG), carbon monoxide (CO), nitrogen oxides (NOx), PM10 and PM2.5 (see Tables AQ-1 and AQ-2 below for threshold values). Generally, if a project's construction and operational emissions do not exceed these thresholds, they are assumed to be "less-than-significant;"

moreover, if the estimated emissions exceed thresholds but can be reduced to below thresholds by applying mitigation measures, emissions levels may be deemed less than significant with mitigation incorporated. Figure AQ-1 below shows the region's overall attainment status.

The SCAQMD's local, or "localized," emissions thresholds are a means of assessing NOx, CO, PM10 and PM2.5 emission *concentration* at various distances from emission sources at projects that occupy less than five acres in area (see http://www.aqmd.gov/home/rules-compliance/ceqa/air-quality-analysis-handbook/localized-significance-thresholds (accessed August 12, 2020)). These thresholds consider the baseline (ambient) pollutant concentrations for 38 source receptor areas within the South Coast basin, and assign threshold values based on distances from the pollution source to the nearest sensitive receptor, e.g. 25m, 50m, 100m, 200m and 500m (82', 164', 328', 656', and 1640'). The City of Cudahy is in Sensitive Receptor Area 12. *For comprehensive information specific to the City, see also Cudahy General Plan FEIR, Chapter 7, Air Quality (2017)*.

Calculating localized emission concentration is most critical when there are sensitive receptors nearby (homes, hospitals, schools, etc.) and when a project involves a significant grading and excavation construction phase where heavy non-road equipment is used, such as graders, excavators or other diesel-powered machines.

AQMP implementation also encompasses the Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy and Transportation Control Measures (RTP/SCS). SCAG develops the RTP/SCS every four years. The RTP/SCS is a long-range regional transportation plan that provides for the development and integrated management and operation of transportation systems and facilities that will function as an intermodal transportation network for the SCAG region. The RTP/SCS also outlines land use growth strategies that provide for more integrated land use and transportation planning, and that maximize transportation investments to achieve the California Air Resources Board (CARB) regional greenhouse-gas (GHG)-reduction targets.

SCAG also develops the biennial Federal Transportation Improvement Program (FTIP). The FTIP is a multimodal program of capital improvement projects to be implemented over a six-year period. The FTIP implements the programs and projects in the RTP/SCS, which must be consistent with achieving air quality goals.).

Figure AQ - 1

National Ambient Air Quality Standards (NAAQS) and California Ambient Air Quality Standards (CAAQS) Attainment Status for South Coast Air Basin

CRITERIA POLLUTANT	STANDARD	AVERAGING TIME	DESIGNATION [a)]	ATTAINMENT DATE [b)]
1-Hour Ozone	NAAQS	1979 1-Hour (0.12 ppm)	Nonattainment (Extreme)	2/6/2023 Originally 11/15/2010 (not attained)[c)]
	CAAQS	1-Hour (0.09 ppm)	Nonattainment	N/A
8-Hour Ozone[d)]	NAAQS	1997 8-Hour (0.08 ppm)	Nonattainment (Extreme)	6/15/2024
	NAAQS	2008 8-Hour (0.075 ppm)	Nonattainment (Extreme)	7/20/2032
	NAAQS	2015 8-Hour (0.070 ppm)	Nonattainment (Extreme)	8/3/2038
	CAAQS	8-Hour (0.070 ppm)	Nonattainment	Beyond 2032
CO	NAAQS	1-Hour (35 ppm) 8-Hour (9 ppm)	Attainment (Maintenance)	6/11/2007 (attained)
	CAAQS	1-Hour (20 ppm) 8-Hour (9 ppm)	Attainment	6/11/2007 (attained)
NO_2[e)]	NAAQS	1-Hour (0.10 ppm)	Unclassifiable/Attainment	N/A (attained)
	NAAQS	Annual (0.053 ppm)	Attainment (Maintenance)	9/22/1998 (attained)
	CAAQS	1-Hour (0.18 ppm) Annual (0.030 ppm)	Attainment	---
SO_2[f)]	NAAQS	1-Hour (75 ppb)	Designations Pending (expect Uncl./Attainment)	N/A (attained)
	NAAQS	24-Hour (0.14 ppm) Annual (0.03 ppm)	Unclassifiable/Attainment	3/19/1979 (attained)
PM10	NAAQS	1987 24-hour (150 $\mu g/m^3$)	Attainment (Maintenance)[g)]	7/26/2013 (attained)
	CAAQS	24-hour (50 $\mu g/m^3$) Annual (20 $\mu g/m^3$)	Nonattainment	N/A
PM2.5[h)]	NAAQS	2006 24-Hour (35 $\mu g/m^3$)	Nonattainment (Serious)	12/31/2019
	NAAQS	1997 Annual (15.0 $\mu g/m^3$)	Attainment	8/24/2016
	NAAQS	2012 Annual (12.0 $\mu g/m^3$)	Nonattainment (Serious)	12/31/2025
	CAAQS	Annual (12.0 $\mu g/m^3$)	Nonattainment	N/A

Figure AQ - 1, Continued

National Ambient Air Quality Standards (NAAQS) and California Ambient Air Quality Standards (CAAQS) Attainment Status for South Coast Air Basin

CRITERIA POLLUTANT	STANDARD	AVERAGING TIME	DESIGNATION a)	ATTAINMENT DATE b)
Lead	NAAQS	3-Months Rolling (0.15 µg/m³)	Nonattainment (Partial)i)	12/31/2015
Hydrogen Sulfide (H_2S)	CAAQS	1-Hour (0.03 ppm/42 µg/m³)	Attainment	---
Sulfates	CAAQS	24-Hour (25 µg/m³)	Attainment	---
Vinyl Chloride	CAAQS	24-Hour (0.01 ppm/26 µg/m3)	Attainment	---

a) U.S. EPA often only declares Nonattainment areas; everywhere else is listed as Unclassifiable/Attainment or Unclassifiable

b) A design value below the NAAQS for data through the full year or smog season prior to the attainment date is typically required for attainment demonstration

c) 1-hour O_3 standard (0.12 ppm) was revoked, effective June 15, 2005 ; however, the Basin has not attained this standard based on 2008-2010 data and is still subject to anti-backsliding requirements

d) 1997 8-hour O_3 standard (0.08 ppm) was reduced (0.075 ppm), effective May 27, 2008; the revoked 1997 O_3 standard is still subject to anti-backsliding requirements

e) New NO_2 1-hour standard, effective August 2, 2010; attainment designations January 20, 2012; annual NO_2 standard retained

f) The 1971 annual and 24-hour SO_2 standards were revoked, effective August 23, 2010; however, these 1971 standards will remain in effect until one year after U.S. EPA promulgates area designations for the 2010 SO_2 1-hour standard. Area designations are still pending, with Basin expected to be designated Unclassifiable /Attainment.

g) Annual PM10 standard was revoked, effective December 18, 2006; 24-hour PM10 NAAQS deadline was 12/31/2006; SCAQMD request for attainment redesignation and PM10 maintenance plan was approved by U.S. EPA on June 26, 2013, effective July 26, 2013.

h) Attainment deadline for the 2006 24-Hour PM2.5 NAAQS (designation effective December 14, 2009) is December 31, 2019 (end of the 10th calendar year after effective date of designations for Serious nonattainment areas). Annual PM2.5 standard was revised on January 15, 2013, effective March 18, 2013, from 15 to 12 µg/m3. Designations effective April 15, 2015, so Serious area attainment deadline is December 31, 2025.

i) Partial Nonattainment designation – Los Angeles County portion of Basin only for near-source monitors. Expect redesignation to attainment based on current monitoring data.

Impact Discussion:

a) **Significant and Unavoidable Impact.** The proposed project would in part accomplish buildout under the City of Cudahy General Plan 2040, which according to the GPPEIR, was found to be inconsistent with the RTP/SCS growth forecasts that were used in preparing the SCAQMD 2016 AQMP. The GPPEIR explained that

> *Although the General Plan would comply with all rules and regulations adopted by the SCAQMD and CARB, as well as implement numerous policies to reduce reducing criteria air pollutant emissions (see Tables 7-8, 7-11, 7-12, and 7-13), the growth that could occur under implementation of the proposed General Plan update would be inconsistent with the 2016 RTP/SCS growth forecasts and, therefore, potential emissions of criteria air pollutants would exceed those analyzed in the SCAQMD AQMP. This in turn could result in the frequency and/or*

severity of air quality violations in the Basin. There are no additional measures that would reduce this impact. Therefore, this impact would be significant and unavoidable.

Cudahy General Plan Final Environmental Impact Report, 2018, p. 7-19.

As explained below in Part XI, Land Use and Planning, the project is consistent with the General Plan 2040, with the site's zoning designation and with California density-bonus provisions for affordable housing. As such, the project would contribute to the cumulative population growth in the City in excess of the 2016 RTP/SCS growth forecasts. Impacts associated with AQMP inconsistency would remain significant and unavoidable. In certifying the GPPEIR and enacting the General Plan 2040, the Cudahy City Council adopted Resolution 18-07, which incorporated a Statement of Overriding Considerations and Findings of Fact (Attachment 1 to Resolution 18-07) for this impact. No further mitigation is required.

b) **Less than Significant Impact.** Project demolition and construction work would generate air pollutants from equipment/vehicle exhaust, paint, solvents, and dust, including the criteria pollutants listed in the Background discussion above, specifically particulate matter (PM10), fine particulate matter (PM2.5) and ozone (O3). Heavy equipment would generate carbon monoxide (CO), reactive organic gases (ROG), nitrogen oxides (NOx), and sulfur dioxide (SO2). Project operational air pollutants would be generated directly from passenger vehicles and freight trucks, and indirectly from building heating, cooling, and periodic re-application of structure and parking lot coatings. As discussed below and illustrated in Tables AQ-1 and AQ-2, the project's emissions are estimated to be below both local and regional significance thresholds and are not expected to result in a cumulatively considerable net increase of any criteria pollutant.

The project's construction and operational-phase air pollutants were estimated using the California Emissions Estimator Model (CalEEMod) (version 2016.3.2), available at http://caleemod.com/ (accessed September 14, 2020). CalEEMod is designed to provide a uniform platform for government agencies, land-use planners, and environmental professionals to quantify potential criteria pollutant and greenhouse gas (GHG) emissions associated with both construction and operations from a variety of land use projects. The model quantifies direct emissions from construction and operation activities (including vehicle use), as well as indirect emissions, such as GHG emissions from energy use, solid waste disposal, vegetation planting and/or removal, and water use. Further, the model identifies mitigation measures to reduce criteria pollutant and GHG emissions along with calculating the benefits achieved from measures chosen by the user. The model incorporates average emissions for specific land uses such as that proposed by the project

The CalEEMod output tables are included in Appendix B of this Initial Study and the model results are summarized in Tables AQ-1 and AQ-2. The model estimates ROG, NOx, CO, SO2, PM10 and PM2.5, as well as CO2 emissions for greenhouse-gas impact analysis. Note that the model does not quantify ozone emissions, because ozone is generated photochemically in the atmosphere by sunlight reacting with ozone precursors, such as reactive organic gases/volatile organic compounds (ROG/VOC) and oxides of nitrogen, and varies with air temperature and available light (See U.S. Environmental Protection Agency, AirNow, Ground Level Ozone Pollution, https://www.epa.gov/ground-level-ozone-pollution/ground-level-ozone-basics#formation, (accessed September 14, 2020).

CalEEMod offers several land-use data-entry choices, which are correlated with average daily vehicle trip data from the Institute of Transportation Engineers Trip Generation Manual, 9th edition (see CalEEMod, Appendix A, Calculation Details for CalEEMod, fn 18, p. 20, available at http://caleemod.com/, accessed September 14, 2020). Rates associated with mid-rise apartments were

used as the principal land use, with "strip-mall" commercial as a secondary land use, and vehicle trips were modified to reflect the intended senior (retired and non-commuting) population.

Construction was estimated to span from 2021 into 2022, separated into four general phases: excavation, building construction, paving and architectural coatings (painting). Each phase would use different construction equipment, at rates derived from statewide construction averages. Mitigation measures were applied in order to understand how emissions could be reduced, such as requiring EPA Tier 4 engines in all heavy equipment, low-flow plumbing fixtures, low-VOC architectural coatings, etc. Existing regulations as described above would apply to project construction, including dust-control measures and compliance with the California Building Code (Title 24) energy-consumption and plumbing-fixtures' water-use limitations.

As illustrated in Tables AQ-1 and AQ-2 below, neither construction nor operational emissions exceeded regional or local significance thresholds for maximum daily emissions. Accordingly, because thresholds would not be exceeded, impacts associated with criteria pollutant emissions are anticipated to be less than significant. No mitigation measures are required.

Table AQ-1
Estimated Unmitigated Construction Emissions

	ROG (VOC)	NOX	CO	SO2	Total PM10	Total PM2.5
Year	lbs./day					
2021 Summer	2.61	21.85	20.33	0.05	6.15	3.63
2022 Summer	22.35	16.08	19.60	0.05	2.65	1.13
Maximum Daily Emissions, Summer	**22.35**	**21.85**	**20.33**	**0.05**	**6.15**	**3.63**
2021 Winter	2.70	21.94	19.86	0.05	6.15	3.63
2022 Winter	22.37	16.11	19.16	0.05	2.65	1.13
Maximum Daily Emissions, Winter	**22.37**	**21.94**	**19.86**	**0.05**	**6.15**	**3.63**
SCAQMD Threshold[a]	**75**	**100**	**550**	**150**	**150**	**55**
Exceeds Threshold?	**NO**	**NO**	**NO**	**NO**	**NO**	**NO**
SCAQMD Local Significance Thresholds (LSTs)[b] *(Localized Source Receptor Area 12, South Central L.A. County, 25m (82 ft) from site boundary)*	**N/A**	**46-65**	**231-346**	**N/A**	**4-7**	**3-4**
Exceeds Threshold?	**N/A**	**NO**	**NO**	**N/A**	**NO**	**NO**

[a] South Coast Air Quality Management District, *South Coast AQMD Air Quality Significance Thresholds*, available at http://www.aqmd.gov/docs/default-source/ceqa/handbook/scaqmd-air-quality-significance-thresholds.pdf?sfvrsn=2 (accessed August 14, 2020).
[b] South Coast Air Quality Management District, *Localized Significance Thresholds,* (for one and two-acre sites), available at http://www.aqmd.gov/home/rules-compliance/ceqa/air-quality-analysis-handbook/localized-significance-thresholds (accessed August 14, 2020).

Table AQ-2 Estimated Mitigated Construction Emissions						
	ROG (VOC)	**NOX**	**CO**	**SO2**	**Total PM10**	**Total PM2.5**
Year	lbs./day					
2021 Summer	1.10	8.26	20.55	0.05	2.68	1.36
2022 Summer	22.17	7.29	19.10	0.05	2.09	0.60
Maximum Daily Emissions, Summer	**22.17**	**8.26**	**20.55**	**0.05**	**2.68**	**1.36**
Percent Reduction from Unmitigated Emissions	6.79%	59.00%	-1.56%	0.00%	45.80%	59.00%
2021 Winter	1.18	8.36	20.08	0.05	2.68	1.36
2022 Winter	22.19	7.32	19.56	0.05	2.09	0.60
Maximum Daily Emissions, Winter	**22.19**	**8.36**	**20.08**	**0.05**	**2.68**	**1.36**
Percent Reduction from Unmitigated Emissions	6.76%	58.79%	-1.60%	0.00%	45.79%	59.00%
SCAQMD Threshold[a]	**75**	**100**	**550**	**150**	**150**	**55**
Exceeds Threshold?	**NO**	**NO**	**NO**	**NO**	**NO**	**NO**
SCAQMD Local Significance Thresholds (LSTs)[b] *(Localized Source Receptor Area 12, South Central L.A. County, 25m (82 ft) from site boundary)*	**N/A**	**46-65**	**231-346**	**N/A**	**4-7**	**3-4**
Exceeds Threshold?	**N/A**	**NO**	**NO**	**N/A**	**NO**	**NO**

[a] South Coast Air Quality Management District, *South Coast AQMD Air Quality Significance Thresholds*, available at http://www.aqmd.gov/docs/default-source/ceqa/handbook/scaqmd-air-quality-significance-thresholds.pdf?sfvrsn=2 (accessed August 14, 2020).

[b] South Coast Air Quality Management District, *Localized Significance Thresholds, (*for one and two-acre sites), available at http://www.aqmd.gov/home/rules-compliance/ceqa/air-quality-analysis-handbook/localized-significance-thresholds (accessed August 14, 2020).

Table AQ-3 Estimated Unmitigated Operational Emissions						
	ROG (VOC)	NOX	CO	SO2	Total PM10	Total PM2.5
SUMMER	**lbs./day**					
Category						
Area	4.68	0.17	14.36	7.60e-004	0.08	0.08
Energy	0.06	0.49	0.22	3.15e-003	0.04	0.04
Mobile	2.40	9.39	17.34	0.06	4.20	1.15
Total	**7.14**	**10.05**	**31.91**	**0.06**	**4.32**	**1.27**
SCAQMD Threshold[a]	**55**	**55**	**550**	**150**	**150**	**55**
Exceeds Threshold?	**NO**	**NO**	**NO**	**NO**	**NO**	**NO**
SCAQMD Local Significance Thresholds (LSTs)[b] *(Localized Source Receptor Area 12, South Central L.A. County, 25m (82 ft) from site boundary)*	**N/A**	**46-65**	**231-346**	**N/A**	**4-7**	**3-4**
Exceeds Threshold?	**N/A**	**NO**	**NO**	**N/A**	**NO**	**NO**
WINTER	**lbs./day**					
Category						
Area	4.68	0.17	14.36	7.60e-004	0.08	0.08
Energy	0.06	0.49	0.22	3.15e-003	0.04	0.04
Mobile	2.32	9.38	17.67	0.05	4.20	1.15
Total	**7.06**	**10.04**	**32.24**	**0.06**	**4.32**	**1.27**
SCAQMD Threshold[a]	**55**	**55**	**550**	**150**	**150**	**55**
Exceeds Threshold?	**NO**	**NO**	**NO**	**NO**	**NO**	**NO**
SCAQMD Local Significance Thresholds[b] *(Localized Source Receptor Area 12, South Central L.A. County, 25m (82 ft) from site boundary)*	**N/A**	**46-65**	**231-346**	**N/A**	**4-7**	**3-4**
Exceeds Threshold?	**N/A**	**NO**	**NO**	**N/A**	**NO**	**NO**

[a] South Coast Air Quality Management District, *South Coast AQMD Air Quality Significance Thresholds*, available at http://www.aqmd.gov/docs/default-source/ceqa/handbook/scaqmd-air-quality-significance-thresholds.pdf?sfvrsn=2 (accessed August 14, 2020)

[b] South Coast Air Quality Management District, *Localized Significance Thresholds*, (for one and two-acre sites) available at http://www.aqmd.gov/home/rules-compliance/ceqa/air-quality-analysis-handbook/localized-significance-thresholds (accessed August 14, 2020).

Table AQ-4 Estimated Mitigated Operational Emissions						
	ROG (VOC)	**NOX**	**CO**	**SO2**	**Total PM10**	**Total PM2.5**
SUMMER	**lbs./day**					
Category						
Area	4.35	0.17	14.35	7.60e-004	0.08	0.08
Energy	0.06	0.49	0.22	3.15e-003	0.04	0.04
Mobile	2.36	9.19	16.28	0.05	3.78	1.04
Total	**6.77**	**9.85**	**30.85**	**0.06**	**3.90**	**1.16**
Percent Reduction from Unmitigated Emissions	***5.18%***	***1.99%***	***3.32%***	***7.61%***	***9.69%***	***8.97%***
SCAQMD Threshold[a]	**55**	**55**	**550**	**150**	**150**	**55**
Exceeds Threshold?	**NO**	**NO**	**NO**	**NO**	**NO**	**NO**
SCAQMD Local Significance Thresholds (LSTs)[b] *(Localized Source Receptor Area 12, South Central L.A. County, 25m (82 ft) from site boundary)*	**N/A**	**46-65**	**231-346**	**N/A**	**4-7**	**3-4**
Exceeds Threshold?	**N/A**	**NO**	**NO**	**N/A**	**NO**	**NO**
WINTER	**lbs./day**					
Category						
Area	4.35	0.17	14.36	7.60e-004	0.08	0.08
Energy	0.06	0.49	0.22	3.15e-003	0.04	0.04
Mobile	2.28	9.17	16.71	0.05	3.78	1.04
Total	**6.69**	**9.83**	**31.28**	**0.05**	**3.90**	**1.16**
Percent Reduction from Unmitigated Emissions	***5.23%***	***2.12%***	***2.98%***	***7.63%***	***9.69%***	***8.97%***
SCAQMD Threshold[a]	**55**	**55**	**550**	**150**	**150**	**55**
Exceeds Threshold?	**NO**	**NO**	**NO**	**NO**	**NO**	**NO**
SCAQMD Local Significance Thresholds[b] *(Localized Source Receptor Area 12, South Central L.A. County, 25m (82 ft) from site boundary)*	**N/A**	**46-65**	**231-346**	**N/A**	**4-7**	**3-4**
Exceeds Threshold?	**N/A**	**NO**	**NO**	**N/A**	**NO**	**NO**

[a] South Coast Air Quality Management District, *South Coast AQMD Air Quality Significance Thresholds*, available at http://www.aqmd.gov/docs/default-source/ceqa/handbook/scaqmd-air-quality-significance-thresholds.pdf?sfvrsn=2 (accessed August 14, 2020)

[b] South Coast Air Quality Management District, *Localized Significance Thresholds*, (for one and two-acre sites) available at http://www.aqmd.gov/home/rules-compliance/ceqa/air-quality-analysis-handbook/localized-significance-thresholds (accessed August 14, 2020).

c) **Less Than Significant Impact with Mitigation Incorporated.** Project construction may expose "sensitive receptors" to excessive concentrations of the short-term pollutants described in III(b) as explained below. Sensitive receptors are those individuals or land uses which are particularly sensitive to air pollution - the very young, the elderly and those suffering from certain illnesses or respiratory disabilities. Outdoor exercisers are also considered sensitive receptors due to their increased breathing rates. Land uses characterized as sensitive receptors include homes, medical facilities, rest homes, convalescent care facilities, schools, day care centers, parks, and recreational areas. Residents of homes and long-term care facilities may be subject to both long-term/chronic and acute exposures to poor air quality, whereas park users are primarily at risk from acute exposure to air quality. The nearest sensitive receptor to the project site is a two-story apartment complex that shares the site's west property line.

Project construction and operational emissions were evaluated against the SCAQMD LST emission concentration values for 25m (82') from the 1.33-acre project site boundary, using values for both one-acre and two-acre sites.

Table AQ-1 above shows that project construction estimated emissions are substantially below the 25m thresholds for NOx and CO. However, Table AQ-1 also shows that maximum PM10 and PM2.5 concentrations fell mid-range between the emissions thresholds for one- and two-acre sites.

PM10 levels were estimated to be as much as 6.15 lbs/day, 2.15 lbs./day above the one-acre 25m threshold (4 lbs./day), but 0.85 lbs./day lower than the two-acre threshold (7 lbs./day). Likewise, maximum PM 2.5 construction emissions were estimated to be 3.63 lbs./day, 0.63 lbs/day over the one-acre threshold (3 lbs/day) but 0.37 lbs/day less than the two-acre threshold (4 lbs/day).

The SQAMD does not provide information about the shape of the emissions curve for a 25-meter distance from one-acre or two-acre sites, so the actual threshold values cannot be estimated with certainty. However, given that emission concentrations increase with proximity to the source, levels are likely greater nearer the property line, within the 25-meter radius. As such, impacts to sensitive receptors exceed LST thresholds and are significant.

Table AQ-2 shows that mitigation measures reduce PM10 by approximately 46%, and PM2.5 by 59% lower than the LSTs for a one-acre project. The Cudahy General Plan Policy AQE-5.1 requires incorporating mitigation measures to accomplish this emission reduction:

> **AQE-5.1:** Require projects generating potentially significant levels of air pollutants to incorporate the most effective air quality mitigation into project design as necessary to fully mitigate any negative impacts (Cudahy General Plan, Table 7-12, Proposed GP Goals and Policies Pertaining to Protection of Sensitive Receptors).

This policy would "require best management practices and mitigation for the design, construction and operation of project[s] that would generate significant levels of air pollutants" (id.)

Additionally, General Plan Policy AQE-1.4 requires that developers of sensitive receptor projects (such as the proposed senior-housing mixed-use project) incorporate features that reduce emissions so as to protect occupants:

> **AQE-1.4:** Require [that] the development of any sensitive receptor project includes design features and equipment as necessary, to mitigate any significant negative air quality impact on project occupants from the existing environment.

Accordingly, in compliance with the General Plan, Mitigation Measures AQ-1 and AQ-2 below would reduce construction emissions to less than significant levels.

Finally, Table AQ-3 shows that operational emissions do not exceed the LST thresholds. Accordingly, impacts to sensitive receptors from operational emissions are anticipated to be less than significant.

d) **Less Than Significant Impact.** The GPPEIR found that implementation of the General Plan would not result in significant odor impacts to sensitive receptors because Policies AQE-1.1 to AQE 1.5 require the City to (1) create buffer zones between industrial uses and sensitive land uses, (2) require development of projects with sensitive receptors to include design features and equipment to mitigate any significant negative air quality impact on the proposed receptors, and (3) enforce air quality standards such as proposed General Plan policies and code requirements pertaining to odors. The proposed project would introduce a sensitive-receptor population to the site, but would not create an odor-generating land use. Although project construction would expose workers and nearby residents to temporary odors from construction equipment engine exhaust and asphalt application, those effects would be short-term and would not be present after construction ends and asphalt cures. Long-term odors are not expected to be substantial, or to affect a substantial number of people, because the proposed mixed-use project would not have manufacturing or cooking operations that produce odors that would extend beyond the project site. Accordingly, impacts associated with odor are anticipated to be less than significant, consistent with the findings of the GPPEIR.

GPPEIR Mitigation Measures

AQ-1: In compliance with General Plan Policy AQE-5.1, all off-road construction equipment (air compressors, cement and mortar mixers, concrete/industrial saws, cranes, forklifts, generator sets, graders, pavers, paving equipment, rollers, rubber-tired dozers, tractors, loaders, backhoes, welders and similar equipment), shall be equipped with EPA-certified Tier IV engines or better. Construction documents, including bid sheets, shall specify this requirement.

AQ-2: In compliance with General Plan Policy AQE-1.4, all interior and exterior architectural coatings shall be “ultra-low” or “zero” VOC. Construction documents, including bid sheets, shall specify this requirement.

IV. BIOLOGICAL RESOURCES.

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
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?	☐	☐	☐	☒

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
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 of native wildlife nursery sites?	☐	☒	☐	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
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?	☐	☐	☐	☒

Impact Discussion:

a-f) **Less Than Significant Impact with Mitigation Incorporated.** The GPPEIR notes that the City of Cudahy is completely developed with urban land uses, that the primary public vegetated areas consist of City parks and street trees, that there are no local policies or ordinances protecting biological resources, and that there are no applicable conservation plans within the City (GPPEIR, Chapter 8, Biological Resources). However, the GPPEIR also notes that construction could affect nesting birds protected under the federal Migratory Bird Treaty Act – crows, house finches, etc., which could be nesting in mature trees near proposed development. GPPEIR mitigation measures Bio MM-1 and -2 were considered to reduce effects to nesting birds to less than significant levels.

The proposed project would not generally affect biological resources, because the project site and environs are fully urbanized and devoid of habitat except for several street trees adjacent to the site's western property line. Applying the GPPEIR mitigation measures would reduce any impacts to birds within these trees to less than significant levels.

GPPEIR Mitigation Measures

BIO MM-1: Pre-Construction Nesting Surveys. To avoid impacts to nesting birds, construction activities and construction noise should occur outside the avian nesting season (prior to February 1 or after September 1). If construction and construction noise occur within the avian nesting season (during the period from February 1 to September 1), all suitable habitats within 100 feet of the Project Site shall be thoroughly surveyed by a qualified biologist for the presence of nests no more than five (5) days before commencement of any vegetation removal. If it is determined that the Project Site is occupied by nesting birds covered under the MBTA , MM BIO-2 shall apply.

BIO MM-2: Construction Monitoring and Buffer Zones for Nesting Birds. If pre-construction nesting bird surveys result in the location of active nests, no grading, vegetation removal, or heavy equipment activity shall take place within an appropriate setback from occupied nests as determined by a qualified biologist. Protective measures (e.g., established setbacks) shall be

required to ensure compliance with the MBTA and California Fish and Game Code requirements. The qualified biologist shall serve as a construction monitor during those periods when construction activities occur near active nest areas to ensure that no inadvertent impacts occur. A report of the findings, prepared by a qualified biologist, shall be submitted to the CDFW prior to construction-related activities that have the potential to disturb any active nests during the nesting season.

V. CULTURAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	☐	☒	☐	☐
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☐	☒	☐

Impact Discussion:

a) The proposed project would not change a historical resource, because none exists on the subject property. The original structures on the property were razed to accommodate light industrial development, and those structures were also demolished. The site is currently vacant. The Cudahy GPPEIR identifies several historic period houses and commercial buildings within the City, but none would be affected by the project (Cudahy GPPEIR, Chapter 9, Historic and Cultural and Tribal Resources, p. 9-1). No impacts to historical resources are anticipated.

b) **Less Than Significant Impact with Mitigation Incorporated:** The proposed project is unlikely to cause a substantial adverse change in the significance of archaeological resources, primarily because if archaeological resources had existed on the property, they would have been discovered (or destroyed) during excavation and/or removal of the underground storage tanks on the property. Moreover, the Cudahy GPPEIR notes that the City contains no known prehistoric sites or Tribal Cultural Resources (Id.). However, should any such resources be discovered during excavation, GPPEIR Mitigation Measures CR-2 and CR-3 would reduce impacts to less than significant levels. These measures are:

c) **Less Than Significant Impact:** The proposed project is unlikely to disturb human remains, primarily because if any remains had existed on the property, they would have been discovered (or destroyed) during excavation and/or removal of the underground storage tanks on the property. However, as set forth in the GPPEIR, in the event human remains are encountered, the discovery is required to comply with State of California Public Resources Health and Safety Code § 7050.5-7055. Specifically, Health and Safety Code § 7050.5 describes the requirements if any human remains are discovered during excavation of a site.

As required by California law, the requirements and procedures set forth in § 5097.98 of the California Public Resources Code would be implemented, including notification of the County Coroner, notification of the Native American Heritage Commission, and consultation with the individual identified by the Native American Heritage Commission to be the “most likely descendant.” If human remains are found during excavation, excavation must stop in the vicinity of the find and any area that is reasonably

suspected to overlie adjacent remains until the County Coroner has been contacted, the remains investigated, and appropriate recommendations made for the treatment and disposition of the remains. Given required compliance with state regulations that detail the appropriate actions necessary in the event human remains are encountered, potential impacts would be less than significant (GPPEIR p. 9-10).

GPPEIR Mitigation Measures:

CULT MM-2: Pre-construction Briefing. Prior to the commencement of grading or demolition of subsurface structures, a professional archaeologist who meets U.S. Secretary of the Interior's Professional Qualifications and Standards, shall conduct a brief archaeological and paleontological informational session for construction personnel. The training session may consist of in-person meeting or a written handout describing: (1) how to identify archaeological and paleontological resources that may be encountered during earth-moving activities and (2) the procedures to be followed in such an event, including contact information for the appropriate entities if archaeological or paleontological resources are discovered.

CULT MM-3: Treatment and Evaluation of Discovered Resources: In the event that archaeological or paleontological resources are unearthed during ground-disturbing activities, the ground-disturbing activities shall be halted or diverted away from the vicinity of the find so that the find can be evaluated. A buffer area of at least 50 feet shall be established around the find, where construction activities will not be allowed to continue until a qualified archaeologist or paleontologist has examined the newly discovered artifact(s) and has evaluated the area of the find. Work shall be allowed to continue outside the buffer area. If the archaeologist identifies the find as a tribal cultural resource or suspects it to be a tribal cultural resource, the City will contact the Native American Heritage Commission (NAHC) to report the discovery, and will contact local Native American tribal representatives as directed by the NAHC. Should the newly discovered artifact(s) be determined to be a tribal cultural resource, Native American construction monitoring will be initiated. The City shall coordinate with the archaeologist and tribal representative(s) to develop an appropriate treatment plan for the resources.

VI. ENERGY

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

Impact Discussion:

a, b) **Less Than Significant Impact.** The GPPEIR evaluated the City's overall energy use in Chapter 11, Greenhouse Gas Emissions and Energy. GPPEIR Table 11-5 summarizes General Plan policies that address energy through land use, mobility, and emissions-reduction policies. With these policies in place, in addition to compliance with existing state and local regulations for increasing energy-efficiency and reducing overall vehicle miles traveled, impacts associated with wasteful energy consumption were considered to be less than significant (GPPEIR p. 11-36). Accordingly, where a project is consistent with General Plan buildout projections, the project's energy use would result in less than significant impacts.

As discussed below in Part XI, Land Use and Planning, the proposed project is consistent with the General Plan and zoning designations for the property. Moreover, the project incorporates VMT-reducing mechanisms such as providing bicycle parking for staff, residents and visitors, and a residents' multi-passenger van for transporting seniors to and from multiple commonly-accessed destinations. The project's primary energy consumption would occur once the structure is occupied by residential and commercial tenants: space heating and cooling, water heating, household cooking and maintenance appliances, lighting, communications and other technology, energy consumption related to water delivery, etc. These factors are generally regulated by the California Title 24 "CALGreen" building code, which sets forth stringent requirements for multi-family energy and water consumption (see California Department of General Services, Building Standards Commission, CALGreen, available at https://www.dgs.ca.gov/BSC/Resources/Page-Content/Building-Standards-Commission-Resources-List-Folder/CALGreen, accessed September 11, 2020). A building permit cannot be obtained unless all construction, including building materials, electricity consumption calculations, plumbing and lighting fixtures, etc., comply with the CALGreen code. Accordingly, the project's intrinsic energy consumption is not anticipated to be wasteful or to conflict with state or local plans for energy efficiency. Related impacts would be less than significant.

VII. GEOLOGY AND SOILS

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
ii. Strong seismic ground shaking?	☐	☐	☒	☐
iii. Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv. Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☐	☒	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☒	☐
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?	☐	☐	☐	☒
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☒	☐	☐

Impact Discussion:

a) (i, ii, iii) **Less Than Significant Impact.** The GPPEIR explains that surface rupture is not a significant hazard in the City of Cudahy, because the nearest fault trace lies more than six miles from the City (GPPEIR, Chapter 10, p. 10-1, Table 10-1). However, as do all of southern California communities, the City is subject to seismic effects from many known faults in the region (GPPEIR, Table 10-1). In particular, the Puente Hills thrust fault lies in the northern portion of the City (see GPPEIR Ex. 11-1 and 11-2). As such, development within the City, such as the proposed project, would expose people and structures to potential earthquake hazards, including fault rupture (GPPEIR Chapter 10, p. 10-7), strong seismic ground shaking, and liquefaction. However, the GPPEIR also lists numerous state and local regulations, as well as General Plan policies, that work together to reduce this exposure to less than significant levels. Specifically, GPPEIR Table 10-2 references the following regulations and policies, which would apply to the proposed project:

1. **California Building Standards Code, Title 24**, as adopted by the Cudahy Municipal Code § 15.04.010, which prescribes minimum standards for building construction, and ensures that structures are properly designed and constructed to withstand seismic hazards, soil erosion,

unstable soils or other unstable geologic units (such as those subject to liquefaction), and expansive soils.

2. **City of Cudahy Local Natural Hazard Mitigation Plan EGH-2**, which requires geologic/geotechnical studies for large-scale residential development projects that identify a project site's individual characteristics and set forth construction requirements that would protect future residents from seismic-related hazards, soil erosion, unstable soils or geologic units, and expansive soils.
3. **City of Cudahy Local Natural Hazard Mitigation Plan EGH-6,** which requires liquefaction assessment studies as part of a project's geotechnical evaluation, and requires mitigation as conditions warrant.

With these regulations governing the proposed project's site analysis and construction, remaining impacts associated with seismic effects would be less than significant.

(iv.) **No Impact.** The GPPEIR notes that the City of Cudahy lies on relatively flat terrain, and that no impacts associated with landslides would be expected in the City (GPPEIR, p. 10-8). Accordingly, the project is unlikely to cause substantial adverse effects involving landslides, directly or indirectly. No impacts are anticipated.

b) **Less Than Significant Impact.** The GPPEIR acknowledges that future development under the General Plan could cause erosion and topsoil loss (GPPEIR p. 10-8). The proposed project would cover the entire site, and garage construction would require excavating approximately 20,944 cubic yards of soil. However, the project would be subject to erosion-control measures described in Part X, Hydrology and Water Quality, below, which would reduce erosion-related impacts to less than significant levels.

c) **Less Than Significant Impact.** As noted under (a)(iv.) above, the GPPEIR states that the City is in a "mostly flat" area (GPPEIR, p. 10-8). The project site is relatively level. The project is subject to the General Plan Policy EGH-2, which requires a construction-specific geotechnical study and compliance with that study's recommendations for site excavation, stabilization, and construction. Such compliance, in addition to compliance with the California Building Standards Code, would reduce associated impacts to less than significant levels.

d) **Less Than Significant Impact.** The GPPEIR notes that the City is underlain by sand, loam, silt, or a combination of these soil types, which are not characteristically expansive (GPPEIR, p. 10-8). However, as noted in (c) above, development would be subject to the recommendations of a site-specific geotechnical study regarding expansive soils, and would be required to comply with those recommendations as part of the building permit process. Impacts related to expansive soils are expected to be less than significant.

e) **No Impact.** The GPPEIR notes that the City is served by a "comprehensive, integrated, wastewater collection, treatment and disposal system" (GPPEIR p. 10-17). This system would extend to the proposed project. No septic or alternative wastewater systems are proposed; thus, no related impacts would occur.

f) **Less Than Significant with Mitigation Incorporated.** The GPPEIR indicates that while discovery of paleontological resources is unlikely where sites have been previously developed, if a site will be subject to additional excavation, the potential for discovering previously unknown resources exists. Accordingly, the GPPEIR included two mitigation measures, CR-2 and CR-3, to preclude impacts to paleontological resources if discovered during construction (*evaluation of paleontological resources was formerly included in the Cultural Resources issue area, and recently moved into Geology and Soils*). These measures, set forth in Part V above, would apply to the proposed project, and would reduce associated impacts to less than significant levels.

Mitigation Measures

See Part V, Cultural Resources.

VIII. GREENHOUSE GAS EMISSIONS

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☒	☐	☐	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

Background and Regulatory Setting

The GPPEIR provides substantial background into the current state of understanding of greenhouse gas (GHG) emissions, their contribution to global climate change (GPPEIR, Chapter 11, Greenhouse Gas Emissions and Energy), the regulatory setting and the California Air Resources Board (CARB) draft 2017 Climate Change Scoping Plan's guidance for countering GHG emissions. The GPPEIR estimated the City's current and projected emissions, and set forth all General Plan 2040 policies that would collectively reduce emissions, but ultimately concluded that despite the City's best efforts, emissions resulting from General Plan buildout would likely exceed the CARB GHG-reduction goals, and that impacts were significant and unavoidable (GPPEIR p. 11-31, Table 11-4, p 11-24). Still, individual development projects' emissions still must be estimated and, to the extent feasible, mitigated so that the City approaches CARB goals.

To date, the City has not established a quantified GHG emissions threshold for individual projects, and the SCAQMD's recommended thresholds as discussed in the GPPEIR (GPPEIR p. 11-22) have not been adopted by that agency. However, since the GPPEIR was certified, the CARB's 2017 Climate Change Scoping plan was finalized and adopted. It sets forth a "reference scenario" as a baseline for measuring how much GHG emissions can be reduced in several economic sectors. This scenario illustrates the level of GHG emissions that would be generated statewide through 2030 under *existing* policies and programs, but without any further action to reduce GHGs, i.e. what would be generated by doing "business as usual" without efforts to reduce emissions. This level is estimated to be approximately 400 million metric tons (MMTs) of carbon dioxide equivalents (CO_2e) from all sources in 2030. The CARB's statewide 2030 target level of emissions is approximately 260 MMTs. The Scoping Plan estimates that the change from 1990 levels in the residential and commercial sectors must be from 44 MMT of CO_2e to 38-40 MMT of CO_2e by 2030, a four to eight percent reduction. Where a project can demonstrate consistency with this percentage reduction, a finding of "less than significant" may be appropriate.

Impact Discussion:

a) **Less Than Significant (Project)/Significant and Unavoidable (General Plan 2040).** The proposed project would generate GHG emissions during both construction and operation. As further explained below, the project's GHG emissions are within acceptable limits, but because the project is a part of the General Plan 2040 buildout, for which GHG impacts *were* considered significant and unavoidable, the project's cumulative impacts must also be considered significant and unavoidable.

   The CalEEMod software, described in Part III, Air Quality, above, was used to estimate the project's emissions using information submitted by the applicant about building construction and project

operation. Mitigation strategies required by the California Building Code (e.g. low-flow plumbing fixtures) were also incorporated into the model, as were other measures such as requiring construction equipment to use EPA-certified Tier IV engines. Various components of the project were classified as "mitigation" for model purposes, such as the van provided for residents' transportation (thereby substantially reducing individual vehicle trips), reduced parking, increased residential density near existing services (thereby increasing walkability), increased access to transit, and the bicycle parking spaces required by the zoning code.

Table GHG-1 shows the estimated GHG emissions for the project, as unmitigated and mitigated. Unmitigated emissions reflect the "business-as-usual" strategy of building a vehicle-dependent, stand-alone multifamily/mixed-use development. Percent reductions with "mitigation" are shown for both construction and operational emissions. Construction CO_2e emissions did not change with mitigation (although other air pollutants were reduced substantially, particularly $PM_{2.5}$); these emissions would end when construction is complete. In contrast, project operations emissions would be reduced by approximately 5.4% from business as usual, within the Scoping Plan range. Accordingly, at a project level, CO_2e emissions would be less than significant. No additional mitigation measures are required, provided that the project is operated as described by the applicant.

Cumulatively, however, the project would contribute to the City's buildout under the General Plan. Because the project is consistent with the General Plan as explained below in Part XI, Land Use and Planning, it would not exceed the GPPEIR's projected emissions. These were determined to be significant and unavoidable per City Council Resolution 18-07.

Table GHG-1
Annual GHG Emissions Summary (CO_2e)

	Phase	Metric Tons (MT) CO_2e/YR		
		Without Mitigation[a]	Mitigated[b]	Percent Reduction
Totals	Construction - 2021	312.10	312.01	**0.00**
	2022	339.58	339.58	**0.00**
	Operation	1,607.32	1,520.26	**5.42**

"Without Mitigation" for CalEEMod purposes means that estimated future project building construction and operational data were entered without adjusting for equipment engine emissions or operational features required in the California Building Code (Title 24). This is essentially the "business as usual" scenario.

"Mitigation" for CalEEMod purposes can mean inherent design features of a project, such as increasing a project's "walkability," thus reducing vehicle trips. Since the proposed project increases residential density in an area close to transit, shops, restaurants, and services, increasing walkability is already a component of the project, not a necessary mitigation measure. Also included as "mitigation" were other features of future construction that are required by the California Building code, such as water-conserving plumbing and irrigation systems, and adherence to green building standards.

b) **Less than Significant Impact**. The proposed project is not anticipated to conflict with plans, policies or regulations adopted for the purpose of reducing the emissions of greenhouse gases, largely because all components of the project are consistent with those plans. As discussed in VIII(a) above, the project's projected CO_2e emissions fall within the acceptable CARB 2017 Scoping Plan range. The project incorporates many strategies for emissions and vehicle trip reduction, particularly in that a passenger van will be provided for residents' transportation needs, bicycle parking will be provided, and the project itself increases residential density near many services, thus encouraging walking to those

services by design. The project's consistency with General Plan policies are listed in Part XI, Land Use and Planning, below. Accordingly, any remaining conflicts with GHG-reduction plans or policies are anticipated to be less than significant.

IX. HAZARDS AND HAZARDOUS MATERIALS

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
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?	☐	☐	☒	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☒	☐
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code § 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☒	☐
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 or excessive noise for people residing or working in the project area?	☐	☐	☐	☒
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☐	☒

Impact Discussion:

a-d) **Less Than Significant Impact.** The proposed senior residential mixed-use project would not be expected to *routinely* transport, use or dispose of hazardous materials, and thus would not create a significant hazard to the public once the project is constructed and occupied. However, project construction would involve excavating, transporting, and disposing contaminated soil resulting from off-site contamination sources. This activity is substantially mitigated by existing federal and state regulations, described in the GPPEIR (GPPEIR, Chapter 12, pp. 8-12). As such, no hazardous materials are expected to contact or otherwise harm people in the vicinity, including students and staff at the Elizabeth Street Learning Center, approximately a quarter of a mile from the site.

The GPPEIR describes four Comprehensive Environmental Response, Compensation, and Liability Act[4] (CERCLA) Sites, or Superfund Sites, within the City (GPPEIR, p. 12-5, Table 12-1). None of these sites are on the National Priorities List (NPL). Two sites were being investigated when the GPPEIR was prepared, at 8420 and 8427 Atlantic Avenue, and are approximately 0.4 mile south of the project site. The remaining two sites, at 5310 Elizabeth Street and 5240 East Santa Ana Street, are between 0.7 and one mile east of the project site. The project site is not listed as a Superfund site.

Because of the known history of industrial land uses on and surrounding the project site, geotechnical reports (Phase I and II Environmental Site Assessments (ESAs) were prepared in August 2020. Phase I ESAs review all known information about a property's historic use, including previous geotechnical investigations and regulatory records. Phase II ESAs go further, involving taking and analyzing soil samples from various points and multiple depths on a property, and recommending remediation protocols. The Phase I study for the present project describes the site's and surroundings properties' historical uses ranging from ranching/livestock raising in the mid-20th century to light industrial uses beginning in the early 1960s. The report[5] shows that there were three underground storage tanks (USTs) on the property, one (gasoline) installed during the 1950s-60s and removed in 2012, and two (diesel) installed in 1970, and removed in 1987. All removals were performed under permits through the Los Angeles County Department of Public Works, and the UST cases are considered closed.[6] Soil tests for the gasoline and diesel components (total petroleum hydrocarbons (TPH), total petroleum hydrocarbons as diesel (TPHd), benzene, toluene, ethylbenzene, xylenes (BTEX), gasoline range organics, and fuel oxygenates) showed that none of the tanks had leaked. However, soil-vapor sampling from investigations associated with tank removal showed low levels of the solvents perchloroethylene (PCE) and trichloroethylene (TCE).[7] With this information, the Phase I study recommended an investigative Phase II study to look for volatile organic compounds (VOCs).

The Phase II study[8] included eight "borings" to depths of 15' below ground surface (bgs),[9] collecting soil vapor samples from probes placed at five feet bgs and 15' bgs, and extracting soil samples. No VOCs were found in the soil samples, but the subsurface probes identified 15 VOCs. 11 VOC concentrations were below residential screening levels (levels where the contaminants do not pose a risk to future residential uses of a site). The remaining four VOCs, PCE, TCE, benzene and chloroform, were reported at levels warranting remediation:

- PCE was reported in 14 of the 16 probes at a maximum concentration of 5,070 micrograms/cubic meter (µg/m^3) in sample B1-15. All except one of the reported PCE concentrations are greater than the screening level of 15 µg/m^3.
- TCE was reported in 12 of the 16 probes at a maximum concentration of 1,460 µg/m^3. All but one of the reported TCE concentrations are greater than the screening level of 16 µg/m^3.

---

[4] For additional information about CERCLA and the NPL, and additional references, see GPPEIR p. 12-8, See also U.S. Environmental Protection Agency, *Regulatory Information by Topic: Land and Cleanup,* available at https://www.epa.gov/regulatory-information-topic/regulatory-information-topic-land-and-cleanup#rcra (accessed September 22, 2020).

[5] Converse Consultants, *Phase 1 Environmental Site Assessment Report, 4610 Santa Ana Street, Cudahy, California* (Converse 1) (August 4, 2020), p. 18.

[6] Id., p. 22.

[7] Id., p. 7.

[8] Converse Consultants, Phase II Environmental Site Assessment Report, 4610 Santa Ana Street, Cudahy, California, (Converse II) (August 13, 2020).

[9] Id., Figure 2.

- Benzene was reported in 12 of the 16 probes at a maximum concentration of 57 µg/m^3. All reported concentrations are greater than the screening level value of 3.2 µg/m^3.
- Chloroform was reported in 4 of the 16 probes at a maximum concentration of 126 µg/m^3. All reported concentrations are greater than the screening level value of 4.0 µg/m^3.

Concentrations of PCE and TCE were similar to those reported in an April 2012 analysis, were generally highest in the southern portion of the site and tended to decrease with distance to the north. They also increased with depth between the 5 and 15-foot samples. Concentrations of benzene did not have a definite pattern.[10]

In light of this evidence, the Phase II study concluded that:

- The presence of PCE, TCE, benzene, and chloroform at concentrations well in excess of current regulatory screening levels present a potential vapor intrusion risk to future site occupants.
- Based on the lack of VOCs detected in soil samples, and the distribution of detections in soil vapor, it appears that an offsite source south of the site may be responsible for the presence of PCE and TCE in soil vapor samples.
- The source of benzene and chloroform detected in soil vapor samples is not apparent, but may be associated with historic uses of the Site.

Much of the vapor-contaminated soil will be removed from the project site for excavation of the parking garage. As directed by either the California Department of Toxic Substances Control (DTSC) or the Los Angeles County Fire Department (LACoFD), excavation will be required to follow current state and federal regulatory protocols for dust suppression, transport, and disposal at a facility certified for receiving contaminated soil. However, because the VOCs would still be present in soils adjacent to the excavation/parking garage walls, the study recommends installing vapor intrusion mitigation measures as part of site construction.

The GPPEIR Table 12-5 summarizes the regulations and policies relating to hazardous materials. Table Haz-1 below partially reproduces Table 12-5 in order to illustrate that site remediation is fully controlled by the existing regulatory environment:

Table Haz-1 (GPPEIR Table 12-5)			
Existing Regulations and Proposed General Plan Policies to Avoid or Reduce Impacts for Hazards and Hazardous Materials			
Regulation/Policy	**Description of Regulation/Policy**	**How Does It Avoid or Reduce Impact?**	**Applicable Significance Criteria**
Existing Federal, State, and Local Systems, Plans, and Regulations			
Comprehensive Environmental Response, Compensation, and Liability Act (Federal)	Establish prohibitions and requirements concerning closed and abandoned hazardous waste sites and establishes funding source for site cleanup	Ensures potential hazardous materials impacts are minimized, including accidental releases, through interagency coordination.	(a) Hazardous materials transport or disposal (b) Hazardous materials release (c) Hazardous materials near schools (d) Cortese List Site
Resource Conservation and Recovery Act (Federal)	Controls the generation, transportation, treatment, storage, and disposal of hazardous waste.	Ensures potential hazardous materials impacts are minimized, including accidental	(a) Hazardous materials transport or disposal (b) Hazardous materials release

[10] Id., p. 14.

Table Haz-1 (GPPEIR Table 12-5)			
Existing Regulations and Proposed General Plan Policies to Avoid or Reduce Impacts for Hazards and Hazardous Materials			
Regulation/Policy	**Description of Regulation/Policy**	**How Does It Avoid or Reduce Impact?**	**Applicable Significance Criteria**
		releases, through interagency coordination.	(c) Hazardous materials near schools (d) Cortese List Site
Hazardous Materials Transportation Act (Federal)	The California Highway Patrol (CHP) and California Department of Transportation (Caltrans) have primary regulatory responsibility for the transportation of hazardous wastes and materials. The law covers various aspects of hazardous materials transportation, as follows: hazardous materials classification, hazard communication, packaging requirements, operational rules, training and security, and registration.	Ensure the safe transport of hazardous materials through the least vulnerable areas. Helps avoid the potential for accidental releases in residential areas.	(a) Hazardous materials transport or disposal (b) Hazardous materials release (c) Hazardous materials near schools
California Code of Regulations (*Title 22, Division 4.5: Environmental Health Standards for the Management of Hazardous Waste*)	Title 22 is more stringent than existing federal laws concerning the generation, transport, and disposal of hazardous wastes, including asbestos, lead-based paints, and products containing mercury. *(Administered by DTSC)*	Ensures potential hazardous materials impacts are minimized, including accidental releases.	(a) Hazardous materials transport or disposal (b) Hazardous materials release (c) Hazardous materials near schools (d) Cortese List Site
California Health and Safety Code, Chapter 6.5: *Hazardous Waste Control*	This State statute sets regulations for the handling, transport, and disposal of hazardous waste. *(Administered by DTSC)*	Ensures potential hazardous materials impacts are minimized, including accidental releases.	(a) Hazardous materials transport or disposal (b) Hazardous materials release (d) Cortese List Site
Environmental Site Assessment (ESA) Procedures	A Phase I ESA is the initial investigation phase of a process established by the American Society for Testing and Materials Standards (ASTM), cited by the Superfund Clean-Up Act of 1998, as adequate due diligence by new purchasers of properties or their lenders prior to site development. Phase I ESAs must be completed prior to property development by private parties to establish that	Ensures that all development proposals will be professionally evaluated for potential hazardous materials impacts, and that proper handling of hazardous materials would be implemented, if need be. Helps sensitive uses (e.g. schools) avoid	(a) Hazardous materials transport or disposal (b) Hazardous materials release (c) Hazardous materials near schools (d) Cortese List Site

Table Haz-1 (GPPEIR Table 12-5)			
Existing Regulations and Proposed General Plan Policies to Avoid or Reduce Impacts for Hazards and Hazardous Materials			
Regulation/Policy	**Description of Regulation/Policy**	**How Does It Avoid or Reduce Impact?**	**Applicable Significance Criteria**
	the buyer has exercised due diligence in purchasing the site.	sites which contain hazardous materials.	
Los Angeles County Fire Department Health Hazardous Materials Division	HHMD administers the following programs: The Hazardous Waste Generator Program, the Hazardous Materials Release Response Plans and Inventory Program, the California Accidental Release Prevention Program (Cal-ARP), the Aboveground Storage Tank Program and the Underground Storage Tank Program.	Ensures potential hazardous materials impacts are minimized, including accidental releases, through interagency coordination.	(a) Hazardous materials transport or disposal (b) Hazardous materials release (c) Hazardous materials near schools (d) Cortese List Site (g) Interfere with public emergency response plan
Cudahy Local Natural Hazard Mitigation Plan Action HM-1	Support the enforcement of State and Federal laws on the control of hazardous wastes, landfills and other issues. (Safety Element Policy 1.2) *	Ensures potential hazardous materials impacts are minimized, including accidental releases, through interagency coordination.	(a) Hazardous materials transport or disposal (b) Hazardous materials release (c) Hazardous materials near schools (d) Cortese List Site
Cudahy Local Natural Hazard Mitigation Plan Action HM-6	Implement the County's Hazardous Waste Management Plan, including the development and maintenance of an inventory of hazardous materials users and generators, and incorporation of the County's Emergency Response programs into the City's Emergency Response Plan. Will continue to work with the County's Fire Department on requiring users and generators of hazardous materials to prepare safety procedures for responding to accidental spills and emergencies.	Helps minimize potential for hazardous materials releases and helps with implementation of adopted emergency response/evacuation plan.	(a) Hazardous materials transport or disposal (b) Hazardous materials release (c) Hazardous materials near schools (g) Interfere with public emergency response plan
Cudahy Local Natural Hazard Mitigation Plan Action HM-8	Promote the remediation of historic dumpsites and other identified contaminated sites in the City. (Safety Element Policy 1.9) *	Help reduce potential impacts and hazards to the public and environment by remediating sites listed on the Cortese List.	(d) Cortese List Site

Table Haz-1 (GPPEIR Table 12-5)			
Existing Regulations and Proposed General Plan Policies to Avoid or Reduce Impacts for Hazards and Hazardous Materials			
Regulation/Policy	**Description of Regulation/Policy**	**How Does It Avoid or Reduce Impact?**	**Applicable Significance Criteria**
General Plan Safety Element Policies			
Policy SE-5.1	Promote mitigation measures included in Cudahy's 2015 Local Natural Hazards Mitigation Plan and subsequent updates.	Helps minimize risks related to hazards and hazardous materials.	(a) Hazardous materials transport or disposal (b) Hazardous materials release (c) Hazardous materials near schools (d) Cortese List Site (g) Interfere with public emergency response plan (h) Wildland fire hazard
Policy SE-5.3	Uphold environmental cleanup standards in place at the state and federal level for hazardous sites in Cudahy.	Ensures potential hazardous materials impacts are minimized, including accidental releases, through interagency coordination.	(a) Hazardous materials transport or disposal (b) Hazardous materials release (c) Hazardous materials near schools (d) Cortese List Site
Policy SE-5.4	Ensure land use decisions are in line with community health standards.	Ensures that land use with potentially hazardous substances are not located within ¼ mile of schools.	(c) Hazardous materials near schools
*Cross references to policies from the previous Cudahy General Plan			

Since the GPPEIR's certification, the California Department of Toxic Substances Control has continued to develop guidance for site mitigation from soil vapor intrusion.[11] Although this guidance is not a regulatory document itself, it informs the DTSC in its exercise of jurisdiction over contaminated properties, particularly about state-of-the-art remediation strategies.

The GPPEIR determined that with the application of the statutes, regulations, and policies above, impacts regarding hazardous materials with respect to General Plan implementation were less than significant. Likewise, particularly with supervision of site cleanup by the DTSC and the LACoFD, remaining impacts of the proposed project with respect to hazardous materials on the project site are anticipated to be less than significant.

e) **No Impact.** The GPPEIR indicated that there are no airports or private airstrips within two miles of the City limits, and that no mitigation associated with General Plan implementation was required. The proposed project is within City limits; accordingly, the project would not result in a safety hazard or excessive airport-related noise for people residing or working in the area (GPPEIR p. 12-22).

[11] California Department of Toxic Substances Control, Site Mitigation and Restoration Program, available at https://dtsc.ca.gov/vapor-intrusion/ (accessed September 22, 2020).

f) **Less Than Significant Impact**. The GPPEIR indicated that the implementation of the General Plan would not significantly interfere with emergency response or evacuation plans. As described in Part XI, Land Use and Planning below, the project is consistent with and partially implements the General Plan. As such, project impacts related to emergency/evacuation plans would be less than significant (GPPEIR p. 12-22).

g) **No Impact.** The GPPEIR notes that the City of Cudahy is completely developed and is not adjacent to wildlands (GPPEIR p. 12-22). The project is within the City of Cudahy, in part would implement the General Plan, and as such, would not result in impacts related to wildland fires.

X. HYDROLOGY AND WATER QUALITY

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☒	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i. Result in substantial erosion or siltation on- or off-site?	☐	☐	☒	☐
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	☐	☐	☒	☐
iii. 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; or	☐	☐	☒	☐
iv. Impede or redirect flood flows?	☐	☐	☒	☐
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	☒

Impact Discussion:

a) **Less Than Significant Impact**. The proposed project would not likely violate water quality standards, waste discharge requirements or otherwise substantially degrade surface or ground water quality, because all site development is subject to numerous requirements that act together to protect surface and groundwater. GPPEIR Table 13-1 sets forth the comprehensive set of statutes, regulations and policies that govern General Plan implementation, including physical construction of new development. New construction is subject to Cudahy Municipal Code, §§ 13.08, the Stormwater Management and Discharge Control Ordinance. Subsections 110-120 require a standard urban storm water mitigation plan (SUSMP), a storm water pollution prevention plan (SWPPP) and specific construction methods to prevent runoff from the site and contamination of storm drainage systems with construction waste. New construction is also subject to the City's Low Impact Development (LID) ordinance, as codified in the Zoning Code (Cudahy Municipal Code, § 20.68). This Code section establishes minimum requirements for mitigating storm water pollution, and provides exceptions for sites with particular

geotechnical hazards. With these controls in place, impacts associated with water quality are anticipated to be less than significant.

b) **Less Than Significant Impact**. The proposed project would not substantially decrease groundwater supplies or interfere with groundwater recharge, because project construction and operation would be governed by Cudahy Municipal Code, § 13.16, Water Conservation, as well as water-conservation requirements of the California CalGreen Building Code. The GPPEIR considered that with compliance to existing statutes and regulations summarized in Table 13-1, General Plan implementation would result in less than significant impacts to groundwater supply (GPPEIR, p. 13-14). As discussed in Part XI, Land Use and Planning, the proposed project is consistent with the General Plan. Accordingly, project impacts related to groundwater supply would be less than significant.

c) (i-iii) **Less Than Significant Impact.** The proposed project would alter the existing drainage pattern of the site by covering the site with a six-story mixed-use structure and subterranean parking garage, thereby adding impervious surfaces to the entire site. However, the project would not be expected to result in the effects described in Parts X(c)(i)-(iv) because project construction must comply with Cudahy Municipal Code, §§ 13.08.110-120, which require a standard urban storm water mitigation plan (SUSMP) and specific construction methods to prevent runoff and runoff pollution from the site. The same measures would reduce overall runoff volume, moderating the project's impacts to the City's storm drain system. Additionally, General Plan policies for construction would apply to the project, including Policy OSCE-1.7, which requires that projects "integrate stormwater treatment best practices – including bioswales, pervious pavement – wherever possible, especially in landscaping and parking lot design." Best management practices (BMPs) are required to be included in a project's SUSMP. Accordingly, impacts related to storm water runoff volume would be less than significant. No additional mitigation measures are required.

(iv) **Less Than Significant Impact.** The proposed project is not expected to impede or redirect flood flows, as it would be constructed on an existing parcel with stormwater and surface drainage facilities in place. Moreover, GPPEIR Figure 13-1, FEMA Flood Zones, indicates that the project site is outside of the 0.2% annual chance of flooding. The GPPEIR further states that "*all significant structures built within the City under the General Plan would be subject to floodplain management regulations and policies that require hydrological evaluation to ensure that minimal diversion of floodwaters occurs and development standards are implemented to prevent flooding of on- and off-site uses. These regulations specifically prohibit construction of structures that could cause or divert floodwaters without appropriate site planning and structural design*" (GPPEIR p. 13-14). The City's floodplain regulations are set forth in Title 16 of the Municipal Code. Accordingly, with application of these regulations, remaining impacts with respect to floodwater diversion are anticipated to be less than significant.

d) **No Impact**. The proposed project would not risk release of pollutants in a flood, seiche event or tsunami, because it is not located in a mapped flood hazard zone (GPPEIR Figure 13-1); moreover, the GPPEIR indicates that no areas in the City are susceptible to high tides, tsunamis, seiches, mudflows or sea level rise. No related impacts from release of pollutants are anticipated.

e) **No Impact**. The proposed project would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan because project construction and operation would be subject to any such plans that govern construction in the City. The City's water conservation ordinance, as well as the California "CalGreen" Building Code's stipulations for appliance and plumbing fixture water consumption, work together to ensure projects built under the General Plan would not interfere with implementing water quality control plans or sustainable groundwater management. No related impacts are anticipated.

XI. LAND USE AND PLANNING

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Physically divide an established community?	☐	☐	☐	☒
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

Impact Discussion:

a) **No Impact.** The proposed project would not physically divide an established community, because the project would be constructed on an existing parcel and would not interfere with street or sidewalk circulation. Projects that physically divide existing communities typically are new freeways or arterial roads, street closures, barrier walls, etc., unlike the proposed residential mixed-use project. No related impacts are anticipated.

b) **Less Than Significant With Mitigation.** The proposed project would not conflict with land use plans or other regulations (i.e. the City Zoning Code); rather, the project would in part implement the General Plan by introducing a mixed-use residential project on a vacant lot in the Entertainment Zone of the Atlantic Avenue commercial corridor. However, one aspect of the project, the 15' tall stucco building face along the project's west property line, conflicts with General Plan Policy LUE-6.3, because it places an un-articulated surface that faces the residential windows on the adjacent apartment complex east wall. Mitigation Measure LU-1 below should reduce this conflict to less than significant levels.

Table LU-1 below compares the project to General Plan Land Use Element and Zoning Code requirements:

Table LU-1
General Plan and Zoning Consistency

Policy or Regulation	Project Consistency Explanation and Mitigation Measures
General Plan Designation: Entertainment	
The Entertainment designation accommodates large-scale entertainment uses that attract patrons from Cudahy, surrounding communities, and the subregion. All uses must be designed to provide pedestrian interest and accessibility along Atlantic Avenue, with vehicular access and parking located to the rear of the parcels. Active open spaces and paseos will link the entertainment uses and enhance the pedestrian experience. Residential uses may occur only in a mixed-use setting where the residential units are on upper floors or do not face Atlantic Avenue.	The proposed project is a six-story, mixed-use, affordable senior housing development with retail, adult-health day care and a medical clinic intended for the ground floor and residential units on upper floors, consistent with the Entertainment designation's requirements. The street level includes an open landscaped courtyard, which would be visible from the street and sidewalk, and accessible to the public, consistent with "enhancing the pedestrian experience." No automotive, industrial, warehousing, etc. uses are proposed.
The Entertainment designation provides opportunities for retail, theaters, restaurants, commercial recreation (bowling alley, skating rinks), gaming, dining, brew pubs and wineries, residential, lodging, and *similar business*	The ground-floor adult-health day care and medical clinic would directly support the project's senior residents, and would be available to the surrounding community. These could be considered "similar business activities" to those

Table LU-1 General Plan and Zoning Consistency	
Policy or Regulation	**Project Consistency Explanation and Mitigation Measures**
activities (emphasis added). Secondary office uses and residential may be accommodated on upper floors, adding to the economic diversity of the area. Horizontal mixed-use is allowed, although residential buildings must not have frontage on Atlantic Avenue. Open spaces are primarily public and urban in nature, with extra emphasis on high-quality public spaces. Uses specifically prohibited include stand-alone residential, automotive maintenance and garages, light industrial, manufacturing, warehousing, mini-storage, and trucking and transportation-related uses (GP Land Use Element, p. LUE_28).	anticipated by the General Plan, although they do not directly provide entertainment. The project site is located at least two parcels west of Atlantic Avenue, and as such would not displace entertainment use potential directly on Atlantic.
General Plan Table LU-3 sets a maximum floor area ratio of 2.0 for commercial/entertainment uses, a residential density of 40 du/acre and permits between four and eight stories (stories above four require City Council approval).	The project proposes a floor area ratio of 0.51, less than the maximum permitted, and thus is *consistent* with Table LU-3. The proposed residential density at 130.8 du/acre substantially *exceeds* 40 du/acre. However, all units will be classified as "affordable" to various ranges of low-income level seniors, and the applicant is requesting a density bonus of 222% according to the City's density bonus ordinance (CMC § 20.52.320, Density Bonus.) There is no upper limit on the size of a density bonus that can be granted by the City Council.
General Plan Policy LUE 1.6: Plan for and accommodate mixed-use projects along Atlantic Avenue where a site or sites are developed in an integrated, compatible, and comprehensively planned manner involving two or more land uses. Design buildings and sites to allow the combination of residential and retail, residential and commercial, civic and residential, or civic and commercial uses to reduce automobile trips, encourage walking, and facilitate compact, sustainable development.	The proposed project is a mixed-use senior residential development just west of Atlantic Avenue. It combines residential, retail, and medical uses, and incorporates a passenger van for senior transportation. It is at a location across Santa Ana Street from the Cudahy Mall, which supports a Big Lots store, a fitness center in a former Kmart, and several restaurants. Accordingly, the project would increase the "compactness" of the neighborhood by bringing in services accessible at street level and introducing new residents who could either walk to the Cudahy Mall or use the community van rather than drive individual vehicles.
General Plan Policy LUE 3.7: Require buildings and properties be designed to ensure compatibility within, and provide interfaces between, neighborhoods and districts.	The proposed project is reasonably compatible with its surroundings, although it would be three stories taller than the two-story apartment building to the west. However, the building presents an open courtyard facing Santa Ana Street, and all building façades are designed with a balanced mix of windows, colors, building material surfaces (stucco and fiber-cement cladding). These architectural features visually break up the building's exterior surfaces into small parts, thus increasing compatibility with the lower-rise structures to the west. Notably, the building faces the blank masonry-block back wall of the former Kmart commercial building. This wall

Table LU-1 General Plan and Zoning Consistency	
Policy or Regulation	**Project Consistency Explanation and Mitigation Measures**
	has no windows, doors, or other openings, and is situated at the edge of the sidewalk and public right-of-way. The proposed project would introduce an articulated residential multi-family structure into a setting that is otherwise dominated by this blank wall (see Figures PD-16-19, above).
General Plan Policies LUE 6.2, 6.3: Require that new additions, renovations, and infill development be sensitive to neighborhood context and building form and scale (for example, second stories, detached garages, setbacks, enhanced front entrances). Require high-density or mixed-use developments to transition sensitively to adjacent lower-density residential uses.	The proposed project would introduce a contemporary mixed-use residential structure into a neighborhood that is itself a mix of residential, low-rise commercial and office/utility uses. The proposed architecture with its considerable articulation in form and color would not conflict with the surrounding development. The proposed project would, however, introduce a 15'-tall blank stucco wall along the west property line, and block the exterior views of the adjacent apartment complex (Figure PD-11, West Elevation). This less-than-sensitive "transition" requires mitigation to comply with Policy 6.3. To reduce the monolithic appearance of this wall and improve the transition, **Mitigation Measure LU-1** requires that the applicant introduce, to the extent feasible, windows, landscaping, vines, or other textural façade elements along the west wall of the project.
Zoning Code § 20.20.020(F): **Residential Uses in the Entertainment Zone.** In the Entertainment Zone, residential uses are only permitted in conjunction with a mixed-use development. Residential uses are not permitted on the ground floor. All mixed-use developments with a residential component shall have less than two-thirds of the total floor area devoted to residential uses.	The project is consistent with § 20.20.020(F), in that it would develop residential uses in a mixed-use project. The floor area devoted to residential uses is greater than two-thirds of the total floor area; however, the
Zoning Code Table 20.20-1: Permitted and Conditionally Permitted Uses in Commercial and Industrial Zones. Multi-Family Dwelling is permitted in the Entertainment Zone, subject to § 20.20.020(F) Development Standards. Adult Day Care is not a permitted use. Medical and Dental Offices are not permitted uses. **§ 20.20.020(C)** stipulates that "if a use is not specifically listed in Table 20.20-1, that use is prohibited. However, the Director of Community Development shall have the authority to determine whether the proposed use shall be permitted based on the finding that the use is similar to and no more detrimental than a particular use permitted in the zone, pursuant to the provisions of § 20.08.050(C).	The project is a multi-family mixed use project. The applicant is seeking a Zoning Text Amendment to add adult day care and medical and dental offices as conditionally-permitted uses in the Entertainment zone.

Table LU-1 General Plan and Zoning Consistency			
Policy or Regulation		**Project Consistency Explanation and Mitigation Measures**	
§ 20.08.050(C)(2) Uses not classified -Director's Determination: This section authorizes the Community Development Director to approve unlisted uses if three specific findings can be made: a. The characteristics of, and activities associated with, the use are equivalent to those of one or more of the uses listed in the zone as allowable, and will not involve a greater level of activity, population density, intensity, traffic generation, parking, dust, odor, noise, emissions, or similar impacts than the uses listed in the zone. b. The use will meet the purpose/intent of the zone that is applied to the location of the use; and c. The use will be consistent with the goals, objectives and policies of the general plan.			
§ 20.20.030(C) Development Standards for Entertainment Zone: The design standards for Mixed-Use Zones found in §§ 20.28.030, 20.28.040, 20.28.050 and 20.28.060 shall apply to mixed-use development in the Entertainment Zone.			
§ 20.28.030: Development Standards (Table 20.28-2)			**Consistent?**
Lot Area/Width:	6000 SF/60'	58,340 SF/198'	Yes
Front Setback: 0'	0'	5'	Yes
Side Yard Setback:	0'-10'	5' Commercial, 10' Residential	Yes
Rear Yard Setback:	0'-10'	10'	Yes
Common open space per unit:	280 SF/du	117 SF/du	NO
Private open space:	200 SF/du	50 SF/1BR du 75 SF/2BR du	NO
Maximum Floor Area Ratio, Mixed Uses:	1.0	0.51	Yes
Residential Density – Maximum for Mixed Use:	40 du/acre	130.8 du/acre	NO
Building height:	4 + 2 stories for Mixed Use	1 story Commercial 5 stories Residential	Yes
Dwelling Unit Minimum Area	1 BR: 700 SF	1 BR: 540 SF	NO

Table LU-1 General Plan and Zoning Consistency		
Policy or Regulation	**Project Consistency Explanation and Mitigation Measures**	
2 BR: 900 SF	2 BR: 712 SF 2 BR Mgr: 945	
§ 20.60: Performance Standards This section sets forth various performance standards to ensure that new development does not cause environmental hazards of noise, vibration, dust, glare, and other negative influences, and to protect and enhance the local and regional quality of life.	The project will be required to comply with these standards during both construction and operation; performance standards are enforced during the building inspection process and later by code enforcement procedures.	
§ 20.52.320: Density Bonus This section incorporates California density bonus law (Government Code §§ 65915 – 65918) and sets forth the process by which applicants can request density bonuses. Minimum numbers of affordable units are required, depending on the bonus requested. A menu of concessions from a zone's development standards are available to assist a development's affordability, and applicants may request additional concessions, subject to City approval.	The project would construct 173 "affordable" age-restricted units. The units must remain "affordable" for a minimum period of 55-years according to California density bonus law. There is no upper limit to the number of affordable units proposed in a project. The applicant is requesting concessions to address the above inconsistencies with development (not performance) standards.	

Table LU-1 shows that the project is consistent with the fundamental General Plan and zoning designations, but is inconsistent with certain development standards for residential density, unit size and open space area. The project would be required to comply with the Performance Standards (enacted to avoid or mitigate adverse environmental effects). Because the project proposes 100% affordable units, certain concessions are available by right, and others are available at the discretion of the City Council. Discussion of development standards concessions relates less to environmental impacts of the project; rather, it is a planning issue that will be explained in the Staff Report to the Planning Commission and City Council.

As explained above, the project is not consistent with General Plan Policy LUE-6.3, because it would result in an abrupt "transition" to the neighboring residential use by constructing a 15' tall featureless stucco-faced wall facing residential windows. This is a potentially significant impact. However, Mitigation Measure LU-1 below provides several mechanisms to moderate the wall's appearance. The feasibility of any of these measures will depend on construction requirements of the subterranean parking garage and the ground floor exterior wall. However, with this mitigation, the wall's appearance would be softened and the transition made more "sensitive." Remaining impacts would be less than significant.

Mitigation Measure

LU-1 The applicant shall incorporate features into the structure's ground floor west wall that add texture and pattern that minimizes the wall's monolithic appearance. Texture and pattern features may include, but not be limited to the following:

- Landscaping features such as clinging vines (e.g. Creeping Fig, Boston Ivy), Mexican fan palms, or similar columnar tree species. Freestanding planters may be used provided that automatic irrigation is supplied;

- Metal trellising;
- Foam architectural trim board;
- False windows;
- Other solutions as the applicant proposes, subject to City staff discretion;
- Contrasting paint colors without added textural components shall not be considered sufficient to accomplish texture and pattern.

XII. MINERAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?	☐	☐	☐	☒
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?	☐	☐	☐	☒

Impact Discussion:

a) **No Impact.** The proposed project would not diminish the availability of known mineral resources, because as explained in the GPPEIR, "the City of Cudahy is in the San Gabriel Valley Production-Consumption Region, and is classified as MRZ-1. This classification indicates that 'no significant mineral deposits are present, or … it is judged that little likelihood exists for their presence' " (GPPEIR, Chapter 15, Mineral Resources, p. 15-1).

b) **No Impact.** The proposed project would not result in the loss of availability of an identified mineral recovery site, because as explained in the GPPEIR, neither the General Plan Land Use Diagram nor the Zoning Map show mineral recovery sites (GPPEIR, p. 15-1).

XIII. NOISE

Would the project result in:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☒	☐	☐	☐
b) Generation of excessive ground-borne vibration or ground-borne noise levels?	☐	☒	☐	☐
c) For a project located within the vicinity of a private airstrip or 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?	☐	☐	☐	☒

Impact Discussion:

a) **Significant and Unavoidable Impact.** The proposed project would result in temporary increases in noise levels from heavy equipment, air compressors, generators, etc., during construction. The GPPEIR notes that "[i]mplementation of projects under the proposed Cudahy 2040 General Plan would involve construction that would result in temporary noise generation primarily from the use of heavy-duty construction equipment. Based on the noise levels generated by typical construction equipment and activities, temporary construction noise levels could exceed applicable standards and/or result in a substantial temporary increase in noise levels. This would represent a significant impact" (GPPEIR Chapter 16, Noise, p. 16-23) To address projected noise impacts, the GPPEIR cited General Plan Policies NE-1.1, 1.2, 2.1, and 2.6, which generally require construction projects to use available noise suppression techniques and devices to lower exterior noise. The GPPEIR also noted that the City did not, at the time, have specific noise standards or limits for construction activity. The GPPEIR concluded that short-term construction noise would adversely affect sensitive receptors, and that impacts would be significant and unavoidable even with mitigation. The updated 2018 Zoning Code enacted several provisions that address exterior noise and set sound thresholds (§ 20.60.070, Noise), but do not address construction noise. Accordingly, construction noise impacts associated with the proposed project's construction would remain significant and unavoidable.

   In certifying the GPPEIR and enacting the General Plan 2040, the Cudahy City Council adopted Resolution 18-07, which incorporated a Statement of Overriding Considerations and Findings of Fact (Attachment 1 to Resolution 18-07) for this impact. General Plan Policy GPPEIR Mitigation Measure 16-1 and would apply to this project, and reduce construction noise impacts, but not to less than significant levels:

b) **Less Than Significant.** The proposed project would likely generate temporary localized vibration associated with construction equipment. The GPPEIR considered temporary construction-related vibration impacts to be perceived by sensitive receptors as potentially significant, and suggested that the city adopt a vibration-assessment policy; however, the General Plan does not contain one. Resolution 18-07 and the Findings of Fact certifying the GPPEIR do not address construction vibration. Moreover, Zoning Code § 20.60.090 exempts construction vibration from the general requirement that "no vibration shall be detectable beyond the property line from which the vibration is emanating." Accordingly, the City must have determined that temporary construction vibration would not cause significant impacts, simply because the impacts would be temporary and short-term.

c) **No Impact.** As discussed in Part IX, Hazards, above, the project site is not in the vicinity of a private airstrip or airport land use plan, or within two miles of a public/public use airport. No related noise impacts are anticipated.

GPPEIR Mitigation Measure

Mitigation Measure 16-1. The following policies, or equally effective language, shall be included in the proposed General Plan to ensure that future development implements appropriate construction noise controls:

Policy: The City shall continue to limit construction activities to daytime hours to reduce construction noise impacts.

Policy: The City shall require development projects that are subject to discretionary review and located within 200 feet of noise sensitive land uses to assess and minimize potential construction noise impacts on noise sensitive land uses, including residences, schools, parks, hotels, and public facilities.

Mitigation Measure

NOI-1 The applicant shall specify noise-attenuated construction equipment on all construction plans and construction bid documents to the satisfaction of the Community Development Director, consistent with General Plan Policies NE-1.1, 1.2, 2.1, and 2.6. The applicant shall monitor, or cause to be monitored, daily sound levels at the construction site, and verify to the Community Development Department that all practicable noise-attenuation methods are employed at the project construction site.

XIV. POPULATION AND HOUSING

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Induce substantial unplanned 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)?	☐	☐	☒	☐
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Impact Discussion:

a) **Less Than Significant Impact.** The proposed senior mixed-use residential development could result in the City's population growth by adding 174 new dwelling units to the City's housing inventory. The GPPEIR discussed providing housing opportunities as a net positive for the City. Specifically, the GPPEIR states:

> *Implementation of the General Plan would result in increased residential density which, in turn, would increase the population of Cudahy. This increase would likely occur incrementally over time as older residences are replaced by new higher-density dwellings. This new development, however, would not involve physically altering pristine or open space areas, or the extension of roads or other growth-inducing infrastructure into areas where it does not currently exist, since nearly all of the City is already developed. The increase in development would occur in the existing footprint within the City and within the roughly 18 acres that are currently undeveloped.*
>
> *In addition, new development within the City would be guided by the Goals and Policies of the proposed Cudahy 2040 General Plan, which provides the framework for addressing the potential negative impacts sometimes associated with population growth. In particular, Land Use Element Goal 6 and related policies (See Table 16-1) address such potential impacts with respect to providing adequate infrastructure, public services, and amenities to accommodate new growth, and calls for a variety of actions to ensure that new development is compatible with existing development.*

The General Plan accordingly anticipates the population growth associated with the proposed project, including the possibility of density bonuses. No General Plan amendment is required, and the project's residential density is within norms set forth by California density bonus law. Accordingly, the project does not propose unplanned population growth, and associated impacts are less than significant. No mitigation measures are required.

b) **No Impact.** The proposed project would not displace people or housing, because the site is currently vacant. No related impacts are anticipated.

XV. PUBLIC SERVICES

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) 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:				
i. Fire protection?	☐	☐	☒	☐
ii. Police protection?	☐	☐	☒	☐
iii. Schools?	☐	☐	☐	☒
iv. Parks?	☐	☐	☒	☐
v. Other public facilities?	☐	☐	☒	☐

Impact Discussion:

a) (i.-v.) **Less Than Significant Impact.** The proposed project would not directly result in substantial adverse physical impacts resulting from new public facility construction because no new facilities are anticipated to be necessary to serve the project. The project would not affect school facilities because it would develop an age-restricted project that would not generate new students.

GPPEIR Chapter 18, Public Services and Recreation, describes the City's fire protection, police protection, school and park facilities and services. The GPPEIR catalogues the state statutes and regulations (e.g. CEQA, others), as well as General Plan Policies, that would function to reduce environmental impacts in the event that new public facilities are required (GPPEIR Table 18-1, pp. 18-8 – 18-11). Attempting to describe future environmental impacts of police and fire facilities where building designs and locations were not specified was deemed too speculative for analysis or significance determination (GPPEIR p. 18-6). Accordingly, because all development of new facilities would be subject to CEQA and other regulations designed to protect the environment, impacts related to General Plan implementation were determined to be less than significant. Likewise, because the proposed project is consistent with the General Plan, would itself not require construction of new public facilities, and would not change regulatory requirements with respect to new public facility construction, project impacts would be less than significant. No mitigation measures are required.

XVI. RECREATION

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
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?	☐	☐	☐	☒

Impact Discussion:

a) **Less Than Significant Impact.** The proposed senior mixed-use development would not be expected to increase the use of existing parks in a way that would result in substantial deterioration, because the project would not be populated by an age demographic that engages in highly-active team sports or other recreation that tends to damage facilities. Although project residents would likely use park facilities, their use is unlikely to cause or accelerate park deterioration.

b) **No Impact.** The proposed project does not include recreational facilities per se, and would not require recreational facility construction.

XVII. TRANSPORTATION

Note: Except as provided in CEQA Guidelines § 15064.3(b)(2) (regarding roadway capacity projects), a project's effect on automobile delay shall not constitute a significant environmental impact. See 14 CCR § 15064.3.

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	☐	☐	☐	☒
b) Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b) *(Criteria for Analyzing Transportation Impacts)*?	☐	☐	☒	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
d) Result in inadequate emergency access?	☐	☐	☐	☒

Impact Discussion:

a) **No Impact.** The proposed senior mixed-use project would not conflict with programs, plans or regulations addressing the circulation system or public transit, in part because site development is required to comply with City engineering standards for access to the public right-of-way, the project would provide bicycle parking and a multi-passenger van for group transport, and nothing in the project

layout would block public access to the street, sidewalks or transit stops. No impacts related to circulation system or transit are anticipated.

b) **Less Than Significant Impact.** Development of the proposed senior mixed-use project would not be inconsistent with CEQA Guidelines § 15064.3, Determining the Significance of Transportation Impacts, because the project is highly likely to reduce vehicle miles traveled (VMTs) since it would increase residential density in an existing diverse commercial and transit corridor, and the project includes group transportation for the residents, further decreasing reliance on individual vehicles.

   Future residents of the project would not necessarily require vehicles to access a grocery store, (the Big Lots store is approximately a 1,200' walk from the building entrance), as well as restaurants and professional services, as many are within ¼ mile from the project's street-level pedestrian entrance. The project will provide a medical clinic and an adult-health day care facility within walking distance of the multi-family residences in the neighborhood, further reducing VMTs. There are transit stops on Atlantic Avenue and Santa Ana Street approximately 300' from the project entrance serving the Los Angeles Metro Local Route 611, which provides bus access to destinations in nearby Huntington Park, Bell and Maywood. Finally, the project supplies parking spaces at a reduced ratio from standard City requirements, indirectly providing an incentive for residents to forgo owning a car. Figure TR-1 below shows a Google Maps™ image that exhibits the range of destinations within a ¼-mile radius of the project, and Figure TR-2 shows the Metro 611 route. Accordingly, the project is consistent with § 15064.3, and impacts with respect to VMTs are anticipated to be less than significant.

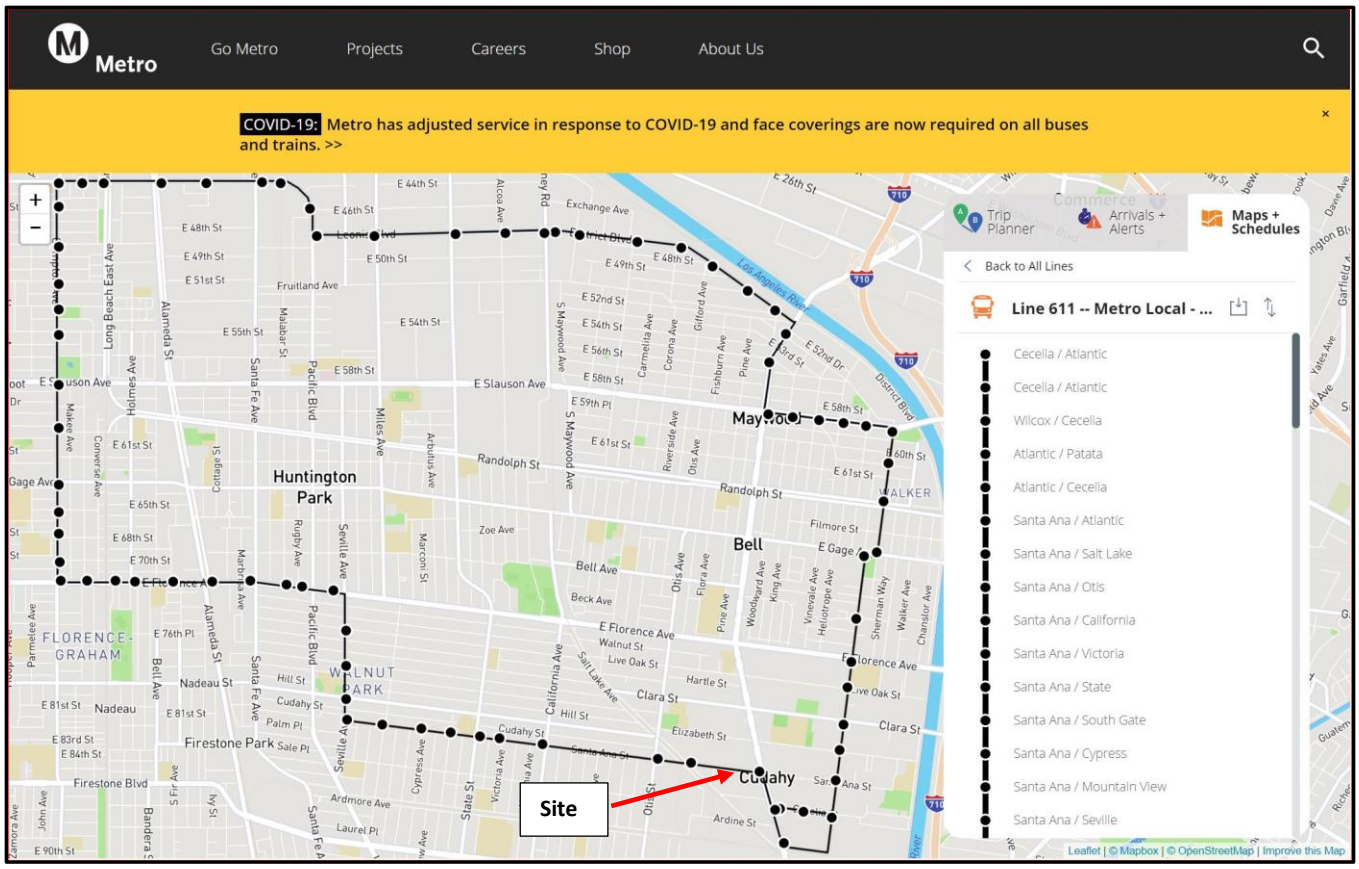
c) **No Impact**. The proposed senior mixed-use residential development would not affect Santa Ana Street other than to re-introduce a driveway that served the site's former uses. The driveway opening will be required to comply with City engineering requirements for width, slope, and sight distance, as well as its position with respect to the Santa Ana Street/Atlantic Avenue intersection. As such, the project is unlikely to result in geometric design hazards. No impacts are anticipated.

d) **No Impact.** The proposed senior mixed-use residential development would not result in inadequate emergency access. The project site is near the intersection of a local collector and major arterial street, within a grid of streets which provide adequate emergency access. The residential portion of the project must meet all Fire Code requirements for escape routes and protocols. Accordingly, no impacts associated with inadequate emergency access are anticipated.

Source: © 2020 Google Maps, https://www.google.com/maps/@33.9606772,-118.1881714,17z (accessed September 24, 2020)

Figure TR - 1

Destinations Within ¼ Mile (1320') of Project Site



Source: Los Angeles Metro, available at https://www.metro.net/

Figure TR - 2

Los Angeles Metro Route 611 Map

XVIII. TRIBAL CULTURAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code § 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code § 5020.1(k), or	☐	☒	☐	☐
ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code § 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code § 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☒	☐	☐

Impact Discussion:

a) **Less Than Significant with Mitigation Incorporated.** The proposed project would not likely affect a tribal cultural resource eligible for listing, because the site's former uses and the degree of excavation already performed on the site for removing underground storage tanks (described in Part VII above) greatly reduce the potential for discovering tribal resources. However, the potential for discovering previously unknown resources exists because the entire site would be excavated for this project's parking garage. GPPEIR Mitigation Measures CULT-2 and CULT 3 described above in Part V would apply to the project, reducing impacts to less than significant levels.

b) **Less Than Significant with Mitigation Incorporated.** The proposed project would not affect a known tribal resource, because there are no known prehistoric sites or Tribal Cultural Resources in the City (GPPEIR, Chapter 9, Historic and Cultural and Tribal Cultural Resources, p. 9-1). Still, there is potential for discovering buried resources, including human remains during the excavation phase of construction. As stated in (a) above, GPPEIR Mitigation Measures CULT-2 and CULT 3 described above in Part V would apply to the project, reducing impacts to less than significant levels.

Mitigation Measures

See Part V, Cultural Resources.

XIX. UTILITIES AND SERVICE SYSTEMS

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	☐	☐	☒	☐
c) 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?	☐	☐	☒	☐
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒

Impact Discussion:

The GPPEIR concluded that implementation of the General Plan 2040 would not result in significant impacts related to utilities and service systems. The proposed project is generally consistent with the General Plan, as explained in Part XI, Land Use and Planning. As explained in subsections XIX(a)-(d,e) below, the project's impacts on utilities and service systems would likewise be less than significant.

a) **Less Than Significant Impact.** The proposed senior mixed-use residential development would not require relocation or construction of new or expanded facilities, because all utilities are present at the site, which has been previously developed. The GPPEIR Chapter 20, Utilities and Service Systems, outlines all utility systems that serve the project site, the policies and programs that apply to them, as well as existing conservation measures that work together to prolong their capacity (GPPEIR, pp. 20-19 – 20-30). With these policies and programs in place, the GPPEIR determined that implementing the General Plan 2040 would not result in significant impacts (GPPEIR, p. 20-30).

The proposed project is within the expected growth projections of the General Plan, as discussed throughout this document. Moreover, the project will be subject to resource-conservation measures in the California "CalGreen" Building Code, as well as specific measures in the General Plan and Zoning Code. Given the project's General Plan consistency and applicable policies and regulations, impacts associated with new utility systems are anticipated to be less than significant.

b) **Less Than Significant Impact.** Sufficient water supplies would generally be available to serve the proposed senior mixed-use residential development. The GPPEIR notes that the Tract 349 Mutual Water Company serves the area of the City west of Atlantic Avenue, including the project site (GPPEIR, pp. 20-1 – 20-2):

Tract 349 Mutual Water Company (Tract 349) provides water service to the west side of Atlantic Avenue. Tract 349 consumed 717 acre-feet in FY 2015-2016 with a ten-year average of 836 acre-feet. Water lines range from 6"-12" throughout Tract 349's service area. Tract 349 currently has two groundwater wells for water supply within the City. Water from these wells is pumped into two above ground storage tanks adjacent to the wells at locations 4630 Santa Ana Street and 3724 Florence Avenue. Tract 349 currently has plans to replace one of the existing groundwater wells. Although the location of the new well has not yet been determined, it will be located at one of the two existing well locations .

Tract 349 systems do not have any current deficiencies nor planned capital improvements of the water infrastructure within Tract 349's service area. Increases in land use density from new developments/redevelopments will require fire flow tests as mandated by the Los Angeles Fire Department.

As explained in Part XIX(a) above, the project would be governed by Cudahy Municipal Code, § 13.16, *Water Conservation*, as well as water-conservation requirements of the California "CalGreen" Building Code, thereby limiting the project's water consumption. The project proposes 174 dwelling units and 29,883 SF of commercial area, and is not required to provide a Water Supply Assessment per Government Code § 66473.7. Finally, the project does not include high-water-use landscaping, such as turfgrass. Accordingly, given that Tract 349 has sufficient water supply for its current and planned service population, and that the project would not consume water excessively, impacts are expected to be less than significant.

c) **Less Than Significant Impact**. The wastewater treatment provider, Los Angeles County Sanitation District, will likely determine that it has adequate capacity to serve the proposed senior mixed-use development. As explained in the GPPEIR, increased wastewater generation from General Plan 2040 buildout represented less than one percent of the remaining capacity at the Joint Water Pollution Control Plan in Carson, which receives and treats the City's wastewater (GPPEIR p. 20-20). Impacts to wastewater treatment capacity were considered to be less than significant in light of the City's wastewater contribution and policies and regulations set forth in Table 20-1 (GPPEIR pp. 20-22 – 20-30). The proposed project is consistent with the General Plan's growth projections, including any density bonuses granted. The water conservation measures described in Part XIX(b) above would also serve to reduce wastewater generation. Accordingly, given the above discussion and the analysis provided by the GPPEIR Chapter 20, impacts associated with wastewater treatment capacity are expected to be less than significant.

d, e) **Less Than Significant Impact**. The proposed senior mixed-use development would be unlikely to generate solid waste in excess of applicable standards and local infrastructure because waste-reduction and recycling requirements would minimize the project's contribution to the waste stream. As explained in GPPEIR Chapter 20, the City is required by Public Resources Code 41780 essentially to divert 50 percent of solid waste from landfills, beginning in 2000. This requirement translates to individual properties, which are provided with waste disposal containers for both recyclable and non-recyclable waste. The GPPEIR further explains that

According to the County of Los Angeles Countywide Integrated Waste Management Plan 2015 Annual Report (2016), 9.7 million tons of solid waste was produced in the County. The estimated population in the County in 2015 was 10.17 million; this results in a per capita waste generation number of just less than one ton (0.95 tons) per resident. This would result in an annual city-wide waste generation rate of 29,200 tons (an increase of about 12,000 tons). This is likely a worse-case scenario as per-capita waste generation rates are expected to continue to decline through various solid waste management practices. The County of Los Angeles Countywide Integrated

Waste Management Plan 2015 Annual Report cites the following strategies to maintain landfill capacity: (1) maximize waste reduction and recycling; (2) Expand existing landfills; (3) Study, promote, and develop alternative technologies; (4) Expand transfer and processing infrastructure; and (5) utilize out-of-county disposal (including Waste-by-Rail).

The policies and programs of the General Plan would not interfere with implementation of existing solid waste disposal regulations and would in fact support them. Under any circumstance, solid waste must be disposed of in accordance with federal and state laws.

Given the above discussion, even though the project would generate solid waste, it is not anticipated to impair the attainment of solid-waste reduction goals, and is expected to be capable of complying with applicable solid-waste management statutes and regulations. Impacts would be less than significant.

XX. WILDFIRE

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

Impact Discussion:

No Impact. The City of Cudahy is not in or near a state responsibility area and does not contain land classified as a very high fire severity zone.[12] The GPPEIR notes that the City is completely developed and is not adjacent to wildlands (GPPEIR, p. 12-22). No related impacts would result.

[12]CalFire, Fire Hazard Severity Zone Map, available at https://osfm.fire.ca.gov/divisions/wildfire-planning-engineering/wildland-hazards-building-codes/fire-hazard-severity-zones-maps/ (accessed September 24, 2020).

XXI. MANDATORY FINDINGS OF SIGNIFICANCE

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Does the project have the potential to substantially 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, substantially 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?	☐	☒	☐	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? *("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)*	☐	☒	☐	☐
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐

Discussion:

a) **Less Than Significant With Mitigation Incorporated.** As shown in Parts I-XIX above, the proposed senior mixed-use project does not have the potential to significantly 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 or eliminate a plant or animal community, substantially 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. The project site is located in a developed area, currently vacant, and is surrounded by urban development. There are potential impacts to air quality, migratory birds, hidden/undiscovered cultural resources, with structural transitions to adjacent low-rise residential development, and with construction noise that are adequately reduced to less than significant levels by mitigation measures contained in the General Plan Final Environmental Impact Report (notated by "GPPEIR") or as directed by General Plan policy statements or requirements: AQ-1, AQ-2, GPPEIR BIO-MM-1, GPPEIR BIO-MM-2, GPPEIR CULT-MM-2, GPPEIR CULT-MM-3, LU-1, GPPEIR Mitigation Measure 16-1, and NOI-1. Accordingly, the City of Cudahy has determined that, with mitigation measures incorporated, the proposed project would not substantially degrade the quality of the environment.

b) **Less Than Significant With Mitigation Incorporated.** As shown in Parts I-XIX above, the proposed senior mixed-use project would not generate impacts that are individually limited, but cumulatively considerable. As discussed throughout the document, the project is consistent with the City's General plan with respect to the projected residential density and affordable housing density bonus provisions, and the surrounding area is already developed and surrounded by existing urban-scale commercial and residential uses. Incremental impacts resulting from development and operation of the proposed project and other nearby projects include generation of air pollutants and greenhouse gases, increased use of domestic water, energy consumption, generation of wastewater and solid waste, and short-term

construction noise impacts. The analysis concluded that these incremental impacts were anticipated by the GPPEIR and are each less than significant or can be mitigated to a less than significant level.

c) **Less Than Significant With Mitigation Incorporated.** As shown in Parts I-XIX above, there is no indication that this project could result in *substantial* adverse effects on human beings. While there would be a variety of effects during construction on the project site related to traffic, noise, air quality and greenhouse gases, these impacts would be less than significant based on compliance with applicable regulatory requirements and established impact thresholds, as well as the prescribed mitigation measures. Potential long-term effects would include emission of air pollutants and greenhouse gases and impacts to public utility capacity, but these impacts are expected to be below applicable significance thresholds. In all, the project would not cause environmental effects that cause substantial direct or indirect adverse effects on human beings with the adoption and implementation of the mitigation measures, as well as with compliance with applicable federal, state and local policies, and regulations described throughout this document.

Appendix A

SHADE/SHADOW ANALYSIS

for

Senior Mixed Use Center Project

Cudahy, California

Consultant:

urbansims

15 Whispering Willow Ct

Azusa, California 91702

Contact: Larry Onaga, Owner

August 24, 2020

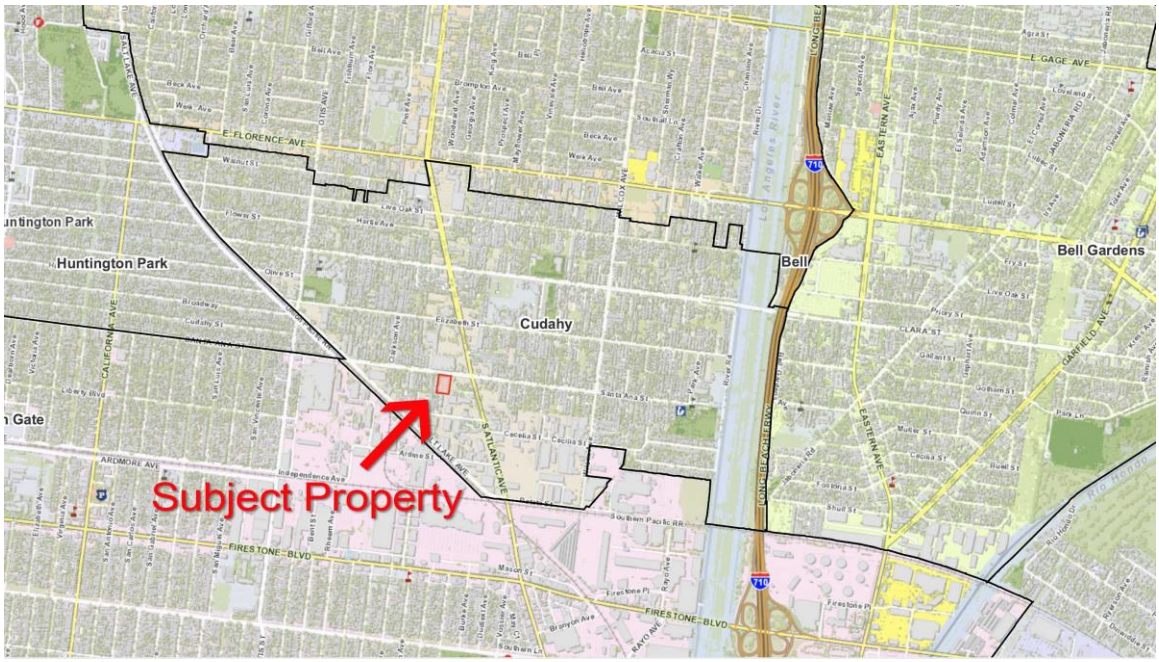
Shade and Shadow Analysis

Introduction

A shade and shadow analysis was conducted for the proposed Senior Mixed Use Project in the City of Cudahy. The issue of shade and shadow pertains to the obstruction of direct sunlight by proposed buildings, which affect adjacent properties. Shade/shadow impacts is an important environmental issue because the users or occupants of certain land uses, such as residential, recreational, outdoor restaurants, and pedestrian areas have expectations for direct sunlight and warmth from the sun. These land uses are termed "shadow-sensitive," because sunlight is important to function, physical comfort, and commerce.

Factors that influence the extent of range of shading include: season; time of day; weather (i.e., sunny vs. cloudy day); building height, bulk, and scale; spacing between buildings; and tree cover. The longest shadows are cast during the winter months, when the sun is lowest on the horizon, and the shortest shadows are cast during the summer months. Shadows are longer in the early morning and late afternoon.

The Subject Property is a 58,340 square (1.33 acres) foot site located at 4610 Santa Ana Street in the City of Cudahy. The Project proposal consists of a six-story mixed use senior center, with five stories of affordable senior apartments over the ground level commercial.



Significance Criteria

In accordance with Appendix G of the *State CEQA Guidelines,* an impact is considered significant if it can be demonstrably argued that the Project would:

- Substantially degrade the existing visual character or quality of the site and its surroundings, or

- Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.

Appendix G of the CEQA Guidelines does not provide screening questions that address impacts with regard to shading, nor has the City of Cudahy adopted its own thresholds of significance for shade/shadows impacts. Since the City of Cudahy does not have a specific adopted threshold to determine whether or not increased shade/shadow patterns are considered significant, this report utilizes the City of Los Angeles' adopted threshold. The rationale for using the L.A. thresholds is that the urbanized character of the Cudahy is similar to that of Los Angeles (pertaining to potential shade/shadow concerns) and Los Angeles is one of the few cities in southern California with an adopted threshold of significance for shade/shadow impacts. Thus, for the purposes of this analysis, a project would have a significant impact if:

Threshold - Shade-sensitive uses would be shaded more than three hours between the hours of 9:00 A.M. and 3:00 P.M. Pacific Standard Time (PST), between late October and early April or more than four hours between the hours of 9:00 A.M. and 5:00 P.M. Pacific Daylight Time (PDT) between early April and late October[1].

Methodology

The shade and shadow analysis is based on the proposed project design using geo-located (i.e. parcel specific) SketchUp modeling of sunlight conditions. Shade and shadow effects are dependent upon several factors, including the local topography, the season, the height and mass of adjacent structures, the shade-sensitivity of adjacent land uses, and duration of shadow projection.

Shade and shadows cast by the proposed project onto adjacent shadow-sensitive land uses were analyzed during the summer solstice (June 20) for each hour from 9:00 a.m. to 5:00 p.m., during winter solstice (December 21) for each hour from 9:00 a.m. to 3:00 p.m., during spring equinox (March 20) for each hour from 9:00 a.m. to 3:00 p.m., and during fall equinox (September 22) for each hour from 9:00 a.m. to 5:00 p.m.

[1] L.A. CEQA Thresholds Guide 2006.
https://planning.lacity.org/eir/CrossroadsHwd/deir/files/references/A07.pdf

Summer and Winter Solstices

"Solstice" is defined as either of the two points on the sun's elliptic that lie midway between the equinoxes (separated from them by an angular distance of 90°). At the solstices, the sun's apparent position on the celestial sphere reaches its greatest distance above or below the celestial equator, about 23 1/2° of the arc. At the time of summer solstice, around June 20, the sun is directly overhead at noon at the Tropic of Cancer. In the Northern Hemisphere, the longest day and shortest night of the year occur on this date, marking the beginning of summer. At winter solstice, around December 21, the sun is overhead at noon at the Tropic of Capricorn; this marks the beginning of winter in the Northern Hemisphere. Measuring shadow lengths for the winter and summer solstices represents the extreme shadow patterns that occur throughout the year. Shadows cast on the summer solstice are the shortest shadows during the year, becoming progressively longer until winter solstice when the shadows are the longest they are all year. Shadows are shown for summer solstice, cast from 9:00 a.m. to 5:00 p.m., and for winter solstice, cast from 9:00 a.m. to 3:00 p.m.

Spring and Fall Equinoxes

"Equinox" is defined as either of two points of intersection of the sun's apparent annual path and the plane of the earth's equator, that is, a point of intersection of the elliptic and the celestial equator. At the equinoxes (March 20 for spring, and September 22 for fall), day and night are the same duration as the sun's transit falls on the equator. Shadows cast on the equinoxes are intermediary between the solstices. Shadows are shown for spring equinox, cast from 9:00 a.m. to 3:00 p.m., and for fall equinox, cast from 9:00 a.m. to 5:00 p.m.

Impacts Analysis

In order for the Project to generate a significant shadow impact, it must increase shadows cast upon shadow-sensitive uses. Shadow impacts can be considered significant if shadow-sensitive uses would be shaded by Project related structures for more than three hours between 9:00 a.m. and 3:00 p.m. between late October and early April (including winter solstice, and spring equinox), or for more than four hours between early April and late October (including summer solstice, and fall equinox).

Shadow-sensitive uses located within the path of the shadows cast by the proposed project include an apartment complex at 4550 Santa Ana Street, two detached single family homes at 4546 Santa Ana Street west of the site, and a trailer park (Star Lite Trailer Village) at 8115 Atlantic Avenue east of the site. These are the only shadow-sensitive uses in the direct shadow path of the proposed project, therefore, of particular interest in the shadows analysis.

The estimated winter solstice (December 21) shadows generated by the proposed Project at 9 am, 12 pm, and 3 pm are illustrated on Figure 1. During the winter solstice, shadows would be cast up to 197 feet to the northwest in the morning, 103 feet to the north at

midday, and 235 feet to the northeast in the afternoon. For about 1-1/2 hours (between 9:00 a.m. and 10:30 a.m.), the Project would cast shadows upon the courtyard of the apartment complex at 4550 Santa Ana Street. Because shadows would not be cast onto the courtyard area for a period greater than three continuous hours between the hours of 9:00 a.m. and 3:00 p.m., impacts would be less than significant.

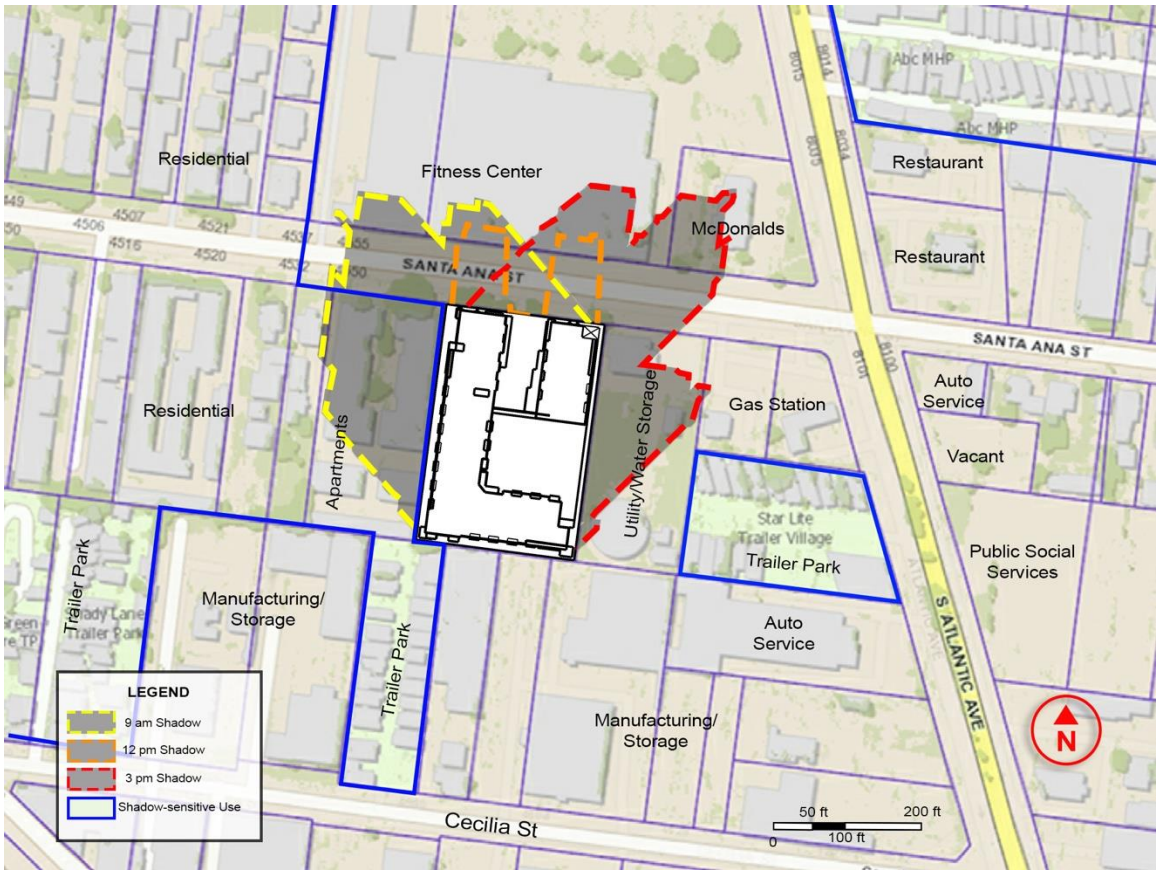


Figure 1 Winter Solstice Shadows

The estimated summer solstice (June 20) shadows generated by the proposed Project at 9 am, 1 pm, and 5 pm are illustrated on Figure 2. During the summer solstice, shadows would be cast up to 60 feet to the west in the morning, 23 feet to the north at midday, and 165 feet to the east in the afternoon. A very small portion of the south-west corner of the trailer park to the east at 8115 Atlantic Avenue would be shaded, but for less than one hour (4:40 pm to 5 pm). Because shadows would not be cast onto the trailer park property for a period greater than four continuous hours between the hours of 9:00 a.m. and 5:00 p.m., impacts would be less than significant.

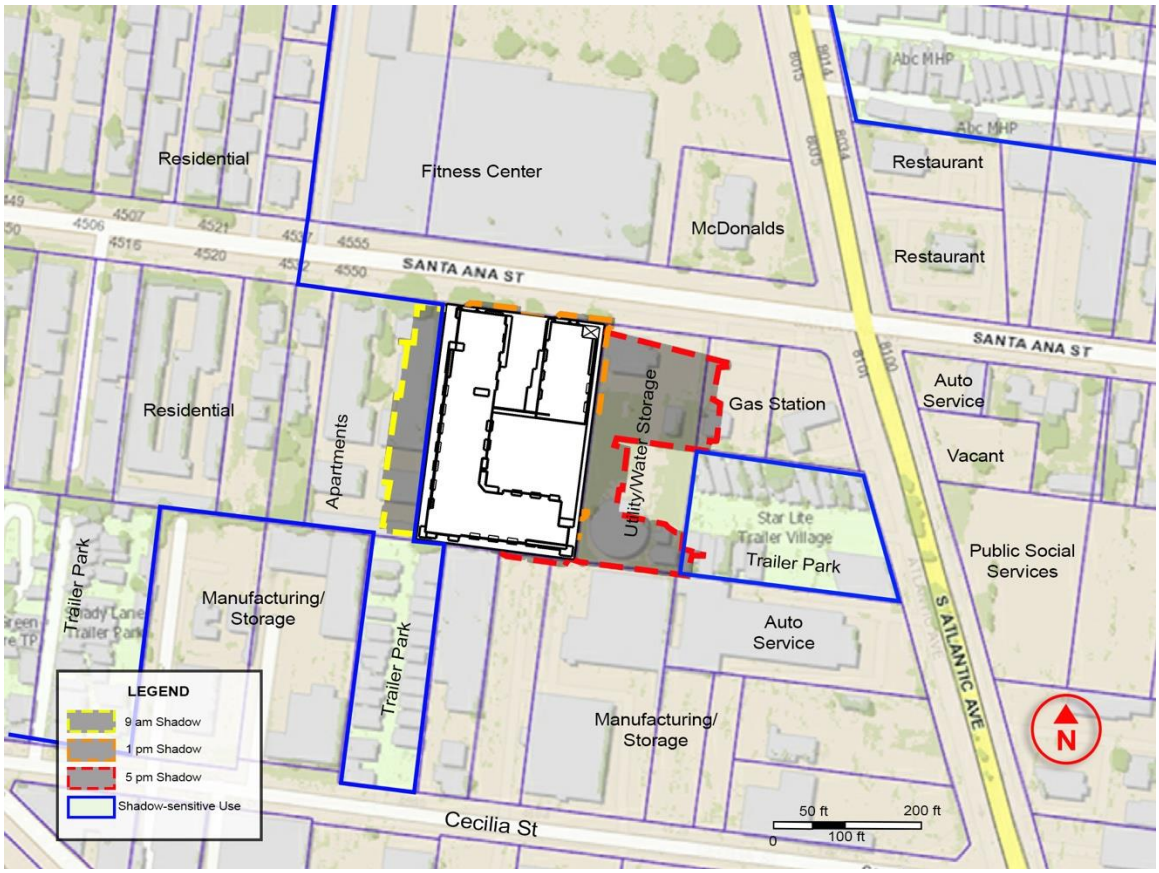


Figure 2 Summer Solstice Shadows

The estimated spring equinox (March 20) shadows generated by the proposed Project at 9 am, 12 pm, and 3 pm are illustrated on Figure 3. During the spring equinox, shadows would be cast up to 102 feet to the north-west in the morning, 50 feet to the north at midday, and 102 feet to the north-east in the afternoon. For about one hour (between 9:00 a.m. and 10:00 a.m.), the Project would cast shadows upon the courtyard of the apartment complex at 4550 Santa Ana Street. Because shadows would not be cast onto the courtyard area for a period greater than three continuous hours between the hours of 9:00 a.m. and 3:00 p.m., impacts would be less than significant.

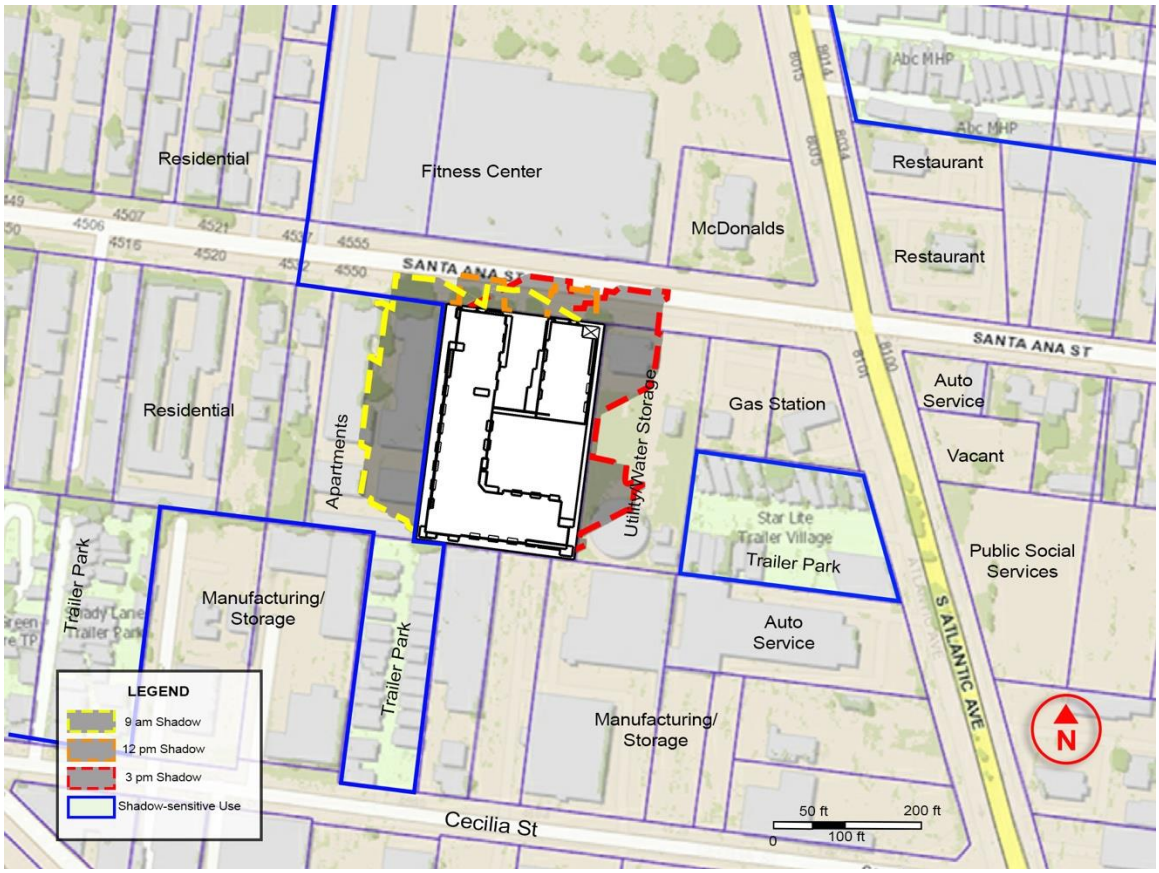


Figure 3 Spring Equinox Shadows

The estimated fall equinox (September 22) shadows generated by the proposed Project at 9 am, 1 pm, and 5 pm are illustrated on Figure 4. During the fall equinox, shadows would be cast up to 94 feet to the north-west in the morning, 58 feet to the north at midday, and about 475 feet to the east in the afternoon. For less than one hour (between 9:00 a.m. and 9:40 a.m.), the Project would cast shadows upon the courtyard of the apartment complex at 4550 Santa Ana Street. Shadows would also be cast on the northern portion of the trailer park to the east at 8115 Atlantic Avenue in the afternoon, but for less than two hours (3:40 pm to 5 pm). Because shadows would not be cast onto shadow sensitive areas for a period greater than four continuous hours between the hours of 9:00 a.m. and 5:00 p.m., impacts would be less than significant.

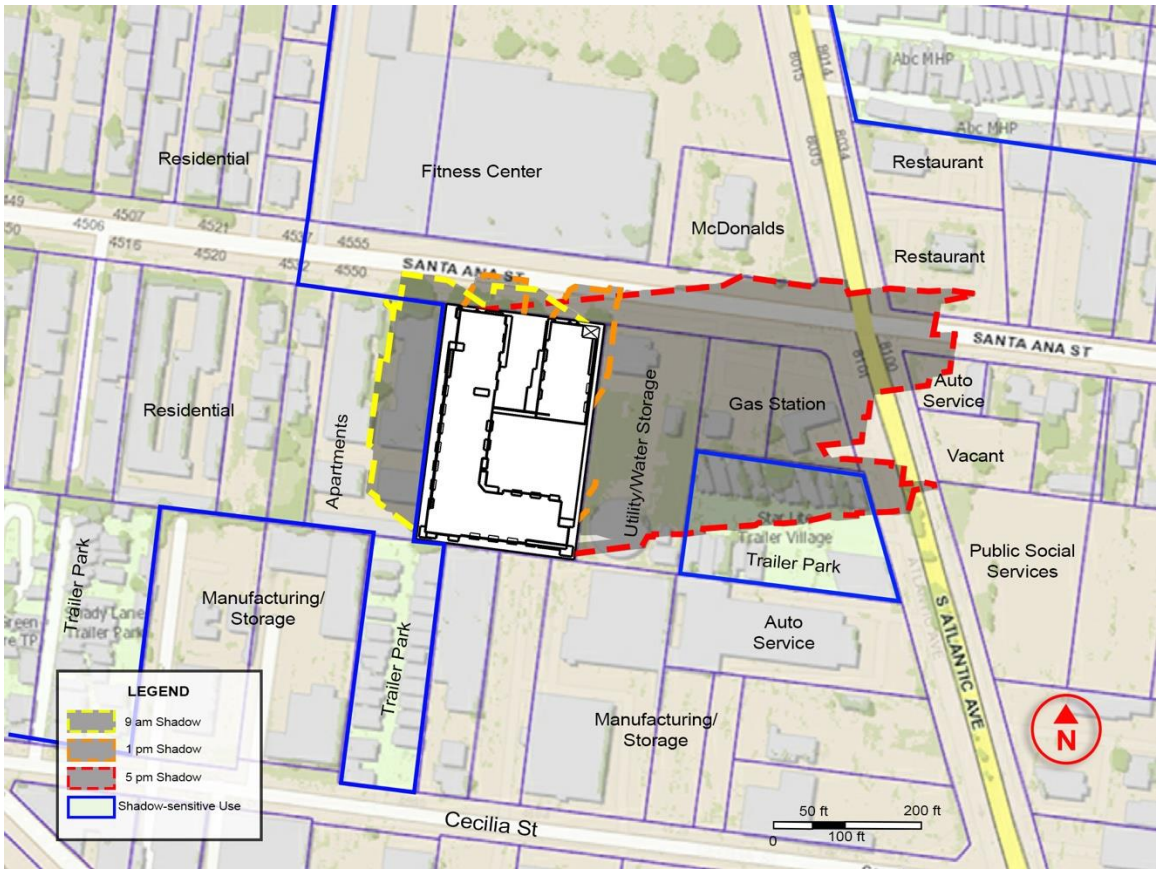


Figure 4 Fall Equinox Shadows

While construction of the proposed Project would result in new shadows being cast on shadow sensitive uses, the project is being constructed in an urban environment, mostly surrounded by commercial/industrial uses, and would be constructed consistent with the zoning and site development standards applicable to the parcel, including those that regulate height and mass. As such, while new shading and shadow patterns would occur, impacts would be less than significant.

Attachments:

- Exhibit A - Shadow diagrams for Project

Appendix B

Cudahy Senior Mixed-Use

Los Angeles-South Coast County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Enclosed Parking with Elevator	68.90		0.00	68,900.00	0
Apartments Mid Rise	174.00	Dwelling Unit	1.33	168,300.00	498
Strip Mall	26.80	1000sqft	0.00	26,800.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	12			**Operational Year**	2024
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	702.44	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics - Project location: 4610 Santa Ana St., Cudahy

Land Use - Age-restricted affordable housing - 5 stories.
See Sheet A-01 for project data.
Default population used.

Construction Phase - Schedule provided by applicant.
Assume 60 days for coatings.

Off-road Equipment -

Off-road Equipment -

Off-road Equipment - No demolition.

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Trips and VMT - 25133 CY/20 CY/truck = 1257 truckloads
1257 x 2 = 2514 1-way hauling trips.

Grading - Volume provided by applicant.

Vehicle Trips - There are many work & retail locations w/n 5-mile radius of project.
There are a Walmart and a Big Lots store w/n 1 mile radius of project.

Woodstoves - No fireplaces or woodstoves.

Energy Use -

Water And Wastewater -

Construction Off-road Equipment Mitigation - Estimates based on availability of Tier 4 engines.

Mobile Land Use Mitigation - Information provided by applicant.

Area Mitigation - Zero-VOC paint will be specified if necessary.
See Dunn-Edwards paint FAQs at
https://www.dunnedwards.com/about/environment-ravoc

Water Mitigation -

Mobile Commute Mitigation - The residential uses are senior low-income apartments,
and a van will be provided as part of site management.

Cudahy Senior Mixed-Use - Los Angeles-South Coast County, Annual

Table Name	Column Name	Default Value	New Value
tblAreaMitigation	UseLowVOCPaintNonresidentialExteriorValue	100	5
tblAreaMitigation	UseLowVOCPaintNonresidentialInteriorValue	100	5
tblAreaMitigation	UseLowVOCPaintParkingCheck	False	True
tblAreaMitigation	UseLowVOCPaintParkingValue	100	5
tblAreaMitigation	UseLowVOCPaintResidentialExteriorValue	50	5
tblAreaMitigation	UseLowVOCPaintResidentialInteriorValue	50	5
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	4.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	3.00
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final

tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstructionPhase	NumDays	10.00	60.00
tblConstructionPhase	NumDays	4.00	90.00
tblConstructionPhase	NumDays	2.00	60.00
tblFireplaces	NumberGas	147.90	0.00
tblFireplaces	NumberNoFireplace	17.40	174.00
tblFireplaces	NumberWood	8.70	0.00
tblGrading	AcresOfGrading	33.75	1.33
tblGrading	AcresOfGrading	30.00	1.33
tblGrading	MaterialExported	0.00	25,133.00
tblLandUse	LandUseSquareFeet	174,000.00	168,300.00
tblLandUse	LotAcreage	4.58	1.33
tblLandUse	LotAcreage	0.62	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	0.00
tblTripsAndVMT	HaulingTripNumber	3,142.00	2,514.00
tblTripsAndVMT	WorkerTripNumber	0.00	13.00
tblVehicleTrips	CC_TL	8.40	2.00
tblVehicleTrips	CW_TL	16.60	5.00
tblVehicleTrips	HO_TL	8.70	5.00
tblVehicleTrips	HS_TL	5.90	1.00
tblVehicleTrips	HS_TTP	19.20	49.40

tblVehicleTrips	HW_TL	14.70	5.00
tblVehicleTrips	HW_TTP	40.20	10.00
tblWoodstoves	NumberCatalytic	8.70	0.00
tblWoodstoves	NumberNoncatalytic	8.70	0.00

2.0 Emissions Summary

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2021	0.1839	1.9563	1.1198	3.4200e-003	0.4438	0.0704	0.5142	0.2204	0.0656	0.2861	0.0000	310.7589	310.7589	0.0501	0.0000	312.0121
2022	0.8546	1.2931	1.5802	3.8500e-003	0.1616	0.0500	0.2116	0.0433	0.0482	0.0915	0.0000	338.7436	338.7436	0.0333	0.0000	339.5759
Maximum	**0.8546**	**1.9563**	**1.5802**	**3.8500e-003**	**0.4438**	**0.0704**	**0.5142**	**0.2204**	**0.0656**	**0.2861**	**0.0000**	**338.7436**	**338.7436**	**0.0501**	**0.0000**	**339.5759**

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2021	0.0553	0.6018	1.1958	3.4200e-003	0.2435	4.2800e-003	0.2478	0.1110	4.1900e-003	0.1152	0.0000	310.7587	310.7587	0.0501	0.0000	312.0119
2022	0.7450	0.5650	1.6158	3.8500e-003	0.1616	4.1100e-003	0.1657	0.0433	4.0000e-003	0.0473	0.0000	338.7434	338.7434	0.0333	0.0000	339.5757
Maximum	**0.7450**	**0.6018**	**1.6158**	**3.8500e-003**	**0.2435**	**4.2800e-003**	**0.2478**	**0.1110**	**4.1900e-003**	**0.1152**	**0.0000**	**338.7434**	**338.7434**	**0.0501**	**0.0000**	**339.5757**

	ROG	**NOx**	**CO**	**SO2**	**Fugitive PM10**	**Exhaust PM10**	**PM10 Total**	**Fugitive PM2.5**	**Exhaust PM2.5**	**PM2.5 Total**	**Bio- CO2**	**NBio-CO2**	**Total CO2**	**CH4**	**N20**	**CO2e**
Percent Reduction	**22.93**	**64.09**	**-4.14**	**0.00**	**33.09**	**93.03**	**43.03**	**41.50**	**92.81**	**56.97**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	3-1-2021	5-31-2021	0.4496	0.0288
2	6-1-2021	8-31-2021	0.7409	0.2376
3	9-1-2021	11-30-2021	0.7162	0.2839
4	12-1-2021	2-28-2022	0.6150	0.2745
5	3-1-2022	5-31-2022	0.6084	0.2750
6	6-1-2022	8-31-2022	0.5889	0.3321
7	9-1-2022	9-30-2022	0.2555	0.2399
		Highest	0.7409	0.3321

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	0.8295	0.0207	1.7949	9.0000e-005		9.9500e-003	9.9500e-003		9.9500e-003	9.9500e-003	0.0000	2.9335	2.9335	2.8200e-003	0.0000	3.0040
Energy	0.0105	0.0902	0.0393	5.7000e-004		7.2800e-003	7.2800e-003		7.2800e-003	7.2800e-003	0.0000	572.9368	572.9368	0.0214	5.9100e-003	575.2332
Mobile	0.3840	1.6403	3.0413	9.3700e-003	0.7054	7.8100e-003	0.7132	0.1891	7.2500e-003	0.1963	0.0000	870.0974	870.0974	0.0507	0.0000	871.3646
Waste						0.0000	0.0000		0.0000	0.0000	21.9596	0.0000	21.9596	1.2978	0.0000	54.4039
Water						0.0000	0.0000		0.0000	0.0000	4.2264	84.8766	89.1031	0.4376	0.0110	103.3136
Total	**1.2241**	**1.7511**	**4.8754**	**0.0100**	**0.7054**	**0.0250**	**0.7304**	**0.1891**	**0.0245**	**0.2135**	**26.1860**	**1,530.8443**	**1,557.0303**	**1.8102**	**0.0169**	**1,607.3192**

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	0.7694	0.0207	1.7949	9.0000e-005		9.9500e-003	9.9500e-003		9.9500e-003	9.9500e-003	0.0000	2.9335	2.9335	2.8200e-003	0.0000	3.0040
Energy	0.0105	0.0902	0.0393	5.7000e-004		7.2800e-003	7.2800e-003		7.2800e-003	7.2800e-003	0.0000	572.9368	572.9368	0.0214	5.9100e-003	575.2332
Mobile	0.3771	1.6027	2.8706	8.6100e-003	0.6348	7.2500e-003	0.6421	0.1702	6.7300e-003	0.1769	0.0000	799.6494	799.6494	0.0477	0.0000	800.8406
Waste						0.0000	0.0000		0.0000	0.0000	21.9596	0.0000	21.9596	1.2978	0.0000	54.4039
Water						0.0000	0.0000		0.0000	0.0000	3.3812	72.0167	75.3978	0.3503	8.8200e-003	86.7809
Total	**1.1570**	**1.7135**	**4.7047**	**9.2700e-003**	**0.6348**	**0.0245**	**0.6593**	**0.1702**	**0.0240**	**0.1941**	**25.3407**	**1,447.5364**	**1,472.8771**	**1.7198**	**0.0147**	**1,520.2626**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**5.48**	**2.15**	**3.50**	**7.58**	**10.00**	**2.24**	**9.73**	**10.00**	**2.12**	**9.10**	**3.23**	**5.44**	**5.40**	**4.99**	**12.74**	**5.42**

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	3/1/2021	3/26/2021	5	20	
2	Site Preparation	Site Preparation	3/27/2021	6/18/2021	5	60	
3	Grading	Grading	6/19/2021	10/22/2021	5	90	
4	Building Construction	Building Construction	10/23/2021	7/29/2022	5	200	
5	Paving	Paving	7/30/2022	8/12/2022	5	10	
6	Architectural Coating	Architectural Coating	8/13/2022	11/4/2022	5	60	

Acres of Grading (Site Preparation Phase): 1.33

Acres of Grading (Grading Phase): 1.33

Acres of Paving: 0

Residential Indoor: 340,808; Residential Outdoor: 113,603; Non-Residential Indoor: 40,200; Non-Residential Outdoor: 13,400; Striped Parking Area: 4,134 (Architectural Coating – sqft)

<u>OffRoad Equipment</u>

Cudahy Senior Mixed-Use - Los Angeles-South Coast County, Annual

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	0	8.00	81	0.73
Demolition	Rubber Tired Dozers	0	8.00	247	0.40
Demolition	Tractors/Loaders/Backhoes	0	8.00	97	0.37
Site Preparation	Graders	1	8.00	187	0.41
Site Preparation	Rubber Tired Dozers	1	7.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Grading	Graders	1	6.00	187	0.41
Grading	Rubber Tired Dozers	1	6.00	247	0.40
Grading	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Building Construction	Cranes	1	6.00	231	0.29
Building Construction	Forklifts	1	6.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45
Paving	Cement and Mortar Mixers	1	6.00	9	0.56
Paving	Pavers	1	6.00	130	0.42
Paving	Paving Equipment	1	8.00	132	0.36
Paving	Rollers	1	7.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Architectural Coating	Air Compressors	1	6.00	78	0.48

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
Demolition	0	13.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	3	8.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	3	8.00	0.00	2,514.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	7	163.00	34.00	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	33.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Use Cleaner Engines for Construction Equipment

Water Exposed Area

3.2 Demolition - 2021

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	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**		**0.0000**	**0.0000**		**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

3.2 Demolition - 2021

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	5.6000e-004	4.4000e-004	4.9200e-003	1.0000e-005	1.4200e-003	1.0000e-005	1.4400e-003	3.8000e-004	1.0000e-005	3.9000e-004	0.0000	1.2856	1.2856	4.0000e-005	0.0000	1.2865
Total	**5.6000e-004**	**4.4000e-004**	**4.9200e-003**	**1.0000e-005**	**1.4200e-003**	**1.0000e-005**	**1.4400e-003**	**3.8000e-004**	**1.0000e-005**	**3.9000e-004**	**0.0000**	**1.2856**	**1.2856**	**4.0000e-005**	**0.0000**	**1.2865**

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	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**		**0.0000**	**0.0000**		**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**

3.2 Demolition - 2021

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	5.6000e-004	4.4000e-004	4.9200e-003	1.0000e-005	1.4200e-003	1.0000e-005	1.4400e-003	3.8000e-004	1.0000e-005	3.9000e-004	0.0000	1.2856	1.2856	4.0000e-005	0.0000	1.2865
Total	**5.6000e-004**	**4.4000e-004**	**4.9200e-003**	**1.0000e-005**	**1.4200e-003**	**1.0000e-005**	**1.4400e-003**	**3.8000e-004**	**1.0000e-005**	**3.9000e-004**	**0.0000**	**1.2856**	**1.2856**	**4.0000e-005**	**0.0000**	**1.2865**

3.3 Site Preparation - 2021

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					0.1588	0.0000	0.1588	0.0870	0.0000	0.0870	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0467	0.5226	0.2268	5.2000e-004		0.0230	0.0230		0.0211	0.0211	0.0000	45.3552	45.3552	0.0147	0.0000	45.7219
Total	**0.0467**	**0.5226**	**0.2268**	**5.2000e-004**	**0.1588**	**0.0230**	**0.1817**	**0.0870**	**0.0211**	**0.1081**	**0.0000**	**45.3552**	**45.3552**	**0.0147**	**0.0000**	**45.7219**

3.3 Site Preparation - 2021

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	1.0300e-003	8.0000e-004	9.0800e-003	3.0000e-005	2.6300e-003	2.0000e-005	2.6500e-003	7.0000e-004	2.0000e-005	7.2000e-004	0.0000	2.3734	2.3734	7.0000e-005	0.0000	2.3752
Total	**1.0300e-003**	**8.0000e-004**	**9.0800e-003**	**3.0000e-005**	**2.6300e-003**	**2.0000e-005**	**2.6500e-003**	**7.0000e-004**	**2.0000e-005**	**7.2000e-004**	**0.0000**	**2.3734**	**2.3734**	**7.0000e-005**	**0.0000**	**2.3752**

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					0.0715	0.0000	0.0715	0.0391	0.0000	0.0391	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	6.3200e-003	0.0274	0.2601	5.2000e-004		8.4000e-004	8.4000e-004		8.4000e-004	8.4000e-004	0.0000	45.3551	45.3551	0.0147	0.0000	45.7218
Total	**6.3200e-003**	**0.0274**	**0.2601**	**5.2000e-004**	**0.0715**	**8.4000e-004**	**0.0723**	**0.0391**	**8.4000e-004**	**0.0400**	**0.0000**	**45.3551**	**45.3551**	**0.0147**	**0.0000**	**45.7218**

3.3 Site Preparation - 2021

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	1.0300e-003	8.0000e-004	9.0800e-003	3.0000e-005	2.6300e-003	2.0000e-005	2.6500e-003	7.0000e-004	2.0000e-005	7.2000e-004	0.0000	2.3734	2.3734	7.0000e-005	0.0000	2.3752
Total	**1.0300e-003**	**8.0000e-004**	**9.0800e-003**	**3.0000e-005**	**2.6300e-003**	**2.0000e-005**	**2.6500e-003**	**7.0000e-004**	**2.0000e-005**	**7.2000e-004**	**0.0000**	**2.3734**	**2.3734**	**7.0000e-005**	**0.0000**	**2.3752**

3.4 Grading - 2021

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					0.2054	0.0000	0.2054	0.1120	0.0000	0.1120	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0580	0.6449	0.2849	6.3000e-004		0.0287	0.0287		0.0264	0.0264	0.0000	55.7265	55.7265	0.0180	0.0000	56.1770
Total	**0.0580**	**0.6449**	**0.2849**	**6.3000e-004**	**0.2054**	**0.0287**	**0.2341**	**0.1120**	**0.0264**	**0.1384**	**0.0000**	**55.7265**	**55.7265**	**0.0180**	**0.0000**	**56.1770**

3.4 Grading - 2021

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	0.0106	0.3480	0.0811	9.7000e-004	0.0216	1.0400e-003	0.0227	5.9300e-003	1.0000e-003	6.9300e-003	0.0000	95.8206	95.8206	6.6500e-003	0.0000	95.9869
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	1.5500e-003	1.2100e-003	0.0136	4.0000e-005	3.9400e-003	3.0000e-005	3.9800e-003	1.0500e-003	3.0000e-005	1.0800e-003	0.0000	3.5601	3.5601	1.0000e-004	0.0000	3.5627
Total	**0.0121**	**0.3492**	**0.0947**	**1.0100e-003**	**0.0255**	**1.0700e-003**	**0.0266**	**6.9800e-003**	**1.0300e-003**	**8.0100e-003**	**0.0000**	**99.3807**	**99.3807**	**6.7500e-003**	**0.0000**	**99.5496**

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					0.0924	0.0000	0.0924	0.0504	0.0000	0.0504	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	7.7600e-003	0.0336	0.3220	6.3000e-004		1.0300e-003	1.0300e-003		1.0300e-003	1.0300e-003	0.0000	55.7264	55.7264	0.0180	0.0000	56.1770
Total	**7.7600e-003**	**0.0336**	**0.3220**	**6.3000e-004**	**0.0924**	**1.0300e-003**	**0.0935**	**0.0504**	**1.0300e-003**	**0.0514**	**0.0000**	**55.7264**	**55.7264**	**0.0180**	**0.0000**	**56.1770**

3.4 Grading - 2021

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	0.0106	0.3480	0.0811	9.7000e-004	0.0216	1.0400e-003	0.0227	5.9300e-003	1.0000e-003	6.9300e-003	0.0000	95.8206	95.8206	6.6500e-003	0.0000	95.9869
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	1.5500e-003	1.2100e-003	0.0136	4.0000e-005	3.9400e-003	3.0000e-005	3.9800e-003	1.0500e-003	3.0000e-005	1.0800e-003	0.0000	3.5601	3.5601	1.0000e-004	0.0000	3.5627
Total	**0.0121**	**0.3492**	**0.0947**	**1.0100e-003**	**0.0255**	**1.0700e-003**	**0.0266**	**6.9800e-003**	**1.0300e-003**	**8.0100e-003**	**0.0000**	**99.3807**	**99.3807**	**6.7500e-003**	**0.0000**	**99.5496**

3.5 Building Construction - 2021

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	0.0453	0.3409	0.3225	5.5000e-004		0.0171	0.0171		0.0165	0.0165	0.0000	45.3869	45.3869	8.1000e-003	0.0000	45.5895
Total	**0.0453**	**0.3409**	**0.3225**	**5.5000e-004**		**0.0171**	**0.0171**		**0.0165**	**0.0165**	**0.0000**	**45.3869**	**45.3869**	**8.1000e-003**	**0.0000**	**45.5895**

3.5 Building Construction - 2021

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	2.6400e-003	0.0839	0.0227	2.2000e-004	5.3500e-003	1.7000e-004	5.5300e-003	1.5500e-003	1.6000e-004	1.7100e-003	0.0000	20.9522	20.9522	1.2900e-003	0.0000	20.9843
Worker	0.0175	0.0137	0.1541	4.5000e-004	0.0447	3.7000e-004	0.0450	0.0119	3.4000e-004	0.0122	0.0000	40.2984	40.2984	1.1900e-003	0.0000	40.3280
Total	**0.0202**	**0.0975**	**0.1768**	**6.7000e-004**	**0.0500**	**5.4000e-004**	**0.0506**	**0.0134**	**5.0000e-004**	**0.0139**	**0.0000**	**61.2506**	**61.2506**	**2.4800e-003**	**0.0000**	**61.3124**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	7.3200e-003	0.0928	0.3281	5.5000e-004		7.6000e-004	7.6000e-004		7.6000e-004	7.6000e-004	0.0000	45.3869	45.3869	8.1000e-003	0.0000	45.5894
Total	**7.3200e-003**	**0.0928**	**0.3281**	**5.5000e-004**		**7.6000e-004**	**7.6000e-004**		**7.6000e-004**	**7.6000e-004**	**0.0000**	**45.3869**	**45.3869**	**8.1000e-003**	**0.0000**	**45.5894**

3.5 Building Construction - 2021

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	2.6400e-003	0.0839	0.0227	2.2000e-004	5.3500e-003	1.7000e-004	5.5300e-003	1.5500e-003	1.6000e-004	1.7100e-003	0.0000	20.9522	20.9522	1.2900e-003	0.0000	20.9843
Worker	0.0175	0.0137	0.1541	4.5000e-004	0.0447	3.7000e-004	0.0450	0.0119	3.4000e-004	0.0122	0.0000	40.2984	40.2984	1.1900e-003	0.0000	40.3280
Total	**0.0202**	**0.0975**	**0.1768**	**6.7000e-004**	**0.0500**	**5.4000e-004**	**0.0506**	**0.0134**	**5.0000e-004**	**0.0139**	**0.0000**	**61.2506**	**61.2506**	**2.4800e-003**	**0.0000**	**61.3124**

3.5 Building Construction - 2022

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	0.1237	0.9377	0.9545	1.6500e-003		0.0442	0.0442		0.0427	0.0427	0.0000	136.1827	136.1827	0.0237	0.0000	136.7757
Total	**0.1237**	**0.9377**	**0.9545**	**1.6500e-003**		**0.0442**	**0.0442**		**0.0427**	**0.0427**	**0.0000**	**136.1827**	**136.1827**	**0.0237**	**0.0000**	**136.7757**

3.5 Building Construction - 2022

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	7.4300e-003	0.2391	0.0646	6.4000e-004	0.0161	4.5000e-004	0.0165	4.6400e-003	4.3000e-004	5.0700e-003	0.0000	62.3045	62.3045	3.7200e-003	0.0000	62.3976
Worker	0.0493	0.0370	0.4260	1.2900e-003	0.1340	1.0700e-003	0.1350	0.0356	9.9000e-004	0.0366	0.0000	116.6454	116.6454	3.2100e-003	0.0000	116.7257
Total	**0.0568**	**0.2761**	**0.4905**	**1.9300e-003**	**0.1500**	**1.5200e-003**	**0.1515**	**0.0402**	**1.4200e-003**	**0.0416**	**0.0000**	**178.9500**	**178.9500**	**6.9300e-003**	**0.0000**	**179.1233**

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	0.0220	0.2784	0.9843	1.6500e-003		2.2700e-003	2.2700e-003		2.2700e-003	2.2700e-003	0.0000	136.1825	136.1825	0.0237	0.0000	136.7755
Total	**0.0220**	**0.2784**	**0.9843**	**1.6500e-003**		**2.2700e-003**	**2.2700e-003**		**2.2700e-003**	**2.2700e-003**	**0.0000**	**136.1825**	**136.1825**	**0.0237**	**0.0000**	**136.7755**

3.5 Building Construction - 2022

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	7.4300e-003	0.2391	0.0646	6.4000e-004	0.0161	4.5000e-004	0.0165	4.6400e-003	4.3000e-004	5.0700e-003	0.0000	62.3045	62.3045	3.7200e-003	0.0000	62.3976
Worker	0.0493	0.0370	0.4260	1.2900e-003	0.1340	1.0700e-003	0.1350	0.0356	9.9000e-004	0.0366	0.0000	116.6454	116.6454	3.2100e-003	0.0000	116.7257
Total	**0.0568**	**0.2761**	**0.4905**	**1.9300e-003**	**0.1500**	**1.5200e-003**	**0.1515**	**0.0402**	**1.4200e-003**	**0.0416**	**0.0000**	**178.9500**	**178.9500**	**6.9300e-003**	**0.0000**	**179.1233**

3.6 Paving - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	3.4400e-003	0.0339	0.0440	7.0000e-005		1.7400e-003	1.7400e-003		1.6000e-003	1.6000e-003	0.0000	5.8848	5.8848	1.8700e-003	0.0000	5.9315
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**3.4400e-003**	**0.0339**	**0.0440**	**7.0000e-005**		**1.7400e-003**	**1.7400e-003**		**1.6000e-003**	**1.6000e-003**	**0.0000**	**5.8848**	**5.8848**	**1.8700e-003**	**0.0000**	**5.9315**

3.6 Paving - 2022

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	2.6000e-004	2.0000e-004	2.2600e-003	1.0000e-005	7.1000e-004	1.0000e-005	7.2000e-004	1.9000e-004	1.0000e-005	1.9000e-004	0.0000	0.6202	0.6202	2.0000e-005	0.0000	0.6206
Total	**2.6000e-004**	**2.0000e-004**	**2.2600e-003**	**1.0000e-005**	**7.1000e-004**	**1.0000e-005**	**7.2000e-004**	**1.9000e-004**	**1.0000e-005**	**1.9000e-004**	**0.0000**	**0.6202**	**0.6202**	**2.0000e-005**	**0.0000**	**0.6206**

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	8.0000e-004	3.4600e-003	0.0493	7.0000e-005		1.1000e-004	1.1000e-004		1.1000e-004	1.1000e-004	0.0000	5.8848	5.8848	1.8700e-003	0.0000	5.9314
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**8.0000e-004**	**3.4600e-003**	**0.0493**	**7.0000e-005**		**1.1000e-004**	**1.1000e-004**		**1.1000e-004**	**1.1000e-004**	**0.0000**	**5.8848**	**5.8848**	**1.8700e-003**	**0.0000**	**5.9314**

3.6 Paving - 2022

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	2.6000e-004	2.0000e-004	2.2600e-003	1.0000e-005	7.1000e-004	1.0000e-005	7.2000e-004	1.9000e-004	1.0000e-005	1.9000e-004	0.0000	0.6202	0.6202	2.0000e-005	0.0000	0.6206
Total	**2.6000e-004**	**2.0000e-004**	**2.2600e-003**	**1.0000e-005**	**7.1000e-004**	**1.0000e-005**	**7.2000e-004**	**1.9000e-004**	**1.0000e-005**	**1.9000e-004**	**0.0000**	**0.6202**	**0.6202**	**2.0000e-005**	**0.0000**	**0.6206**

3.7 Architectural Coating - 2022

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					
Archit. Coating	0.6604					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	6.1400e-003	0.0423	0.0544	9.0000e-005		2.4500e-003	2.4500e-003		2.4500e-003	2.4500e-003	0.0000	7.6598	7.6598	5.0000e-004	0.0000	7.6722
Total	**0.6665**	**0.0423**	**0.0544**	**9.0000e-005**		**2.4500e-003**	**2.4500e-003**		**2.4500e-003**	**2.4500e-003**	**0.0000**	**7.6598**	**7.6598**	**5.0000e-004**	**0.0000**	**7.6722**

3.7 Architectural Coating - 2022

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	3.9900e-003	3.0000e-003	0.0345	1.0000e-004	0.0109	9.0000e-005	0.0109	2.8800e-003	8.0000e-005	2.9600e-003	0.0000	9.4461	9.4461	2.6000e-004	0.0000	9.4526
Total	**3.9900e-003**	**3.0000e-003**	**0.0345**	**1.0000e-004**	**0.0109**	**9.0000e-005**	**0.0109**	**2.8800e-003**	**8.0000e-005**	**2.9600e-003**	**0.0000**	**9.4461**	**9.4461**	**2.6000e-004**	**0.0000**	**9.4526**

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	0.6604					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	8.9000e-004	3.8600e-003	0.0550	9.0000e-005		1.2000e-004	1.2000e-004		1.2000e-004	1.2000e-004	0.0000	7.6598	7.6598	5.0000e-004	0.0000	7.6722
Total	**0.6612**	**3.8600e-003**	**0.0550**	**9.0000e-005**		**1.2000e-004**	**1.2000e-004**		**1.2000e-004**	**1.2000e-004**	**0.0000**	**7.6598**	**7.6598**	**5.0000e-004**	**0.0000**	**7.6722**

3.7 Architectural Coating - 2022

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	3.9900e-003	3.0000e-003	0.0345	1.0000e-004	0.0109	9.0000e-005	0.0109	2.8800e-003	8.0000e-005	2.9600e-003	0.0000	9.4461	9.4461	2.6000e-004	0.0000	9.4526
Total	**3.9900e-003**	**3.0000e-003**	**0.0345**	**1.0000e-004**	**0.0109**	**9.0000e-005**	**0.0109**	**2.8800e-003**	**8.0000e-005**	**2.9600e-003**	**0.0000**	**9.4461**	**9.4461**	**2.6000e-004**	**0.0000**	**9.4526**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

Increase Density

Increase Transit Accessibility

Integrate Below Market Rate Housing

Implement School Bus Program

	ROG	NOx	CO	SO2	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	0.3771	1.6027	2.8706	8.6100e-003	0.6348	7.2500e-003	0.6421	0.1702	6.7300e-003	0.1769	0.0000	799.6494	799.6494	0.0477	0.0000	800.8406
Unmitigated	0.3840	1.6403	3.0413	9.3700e-003	0.7054	7.8100e-003	0.7132	0.1891	7.2500e-003	0.1963	0.0000	870.0974	870.0974	0.0507	0.0000	871.3646

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Mid Rise	1,157.10	1,111.86	1019.64	1,106,113	995,501
Strip Mall	1,187.78	1,126.67	547.52	752,548	677,293
Total	2,344.88	2,238.53	1,567.16	1,858,661	1,672,795

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	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	5.00	1.00	5.00	10.00	49.40	40.60	86	11	3
Strip Mall	5.00	2.00	6.90	16.60	64.40	19.00	45	40	15

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Mid Rise	0.545348	0.044620	0.206559	0.118451	0.015002	0.006253	0.020617	0.031756	0.002560	0.002071	0.005217	0.000696	0.000850
Enclosed Parking with Elevator	0.545348	0.044620	0.206559	0.118451	0.015002	0.006253	0.020617	0.031756	0.002560	0.002071	0.005217	0.000696	0.000850
Strip Mall	0.545348	0.044620	0.206559	0.118451	0.015002	0.006253	0.020617	0.031756	0.002560	0.002071	0.005217	0.000696	0.000850

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	468.6557	468.6557	0.0194	4.0000e-003	470.3323
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	468.6557	468.6557	0.0194	4.0000e-003	470.3323
NaturalGas Mitigated	0.0105	0.0902	0.0393	5.7000e-004		7.2800e-003	7.2800e-003		7.2800e-003	7.2800e-003	0.0000	104.2812	104.2812	2.0000e-003	1.9100e-003	104.9009
NaturalGas Unmitigated	0.0105	0.0902	0.0393	5.7000e-004		7.2800e-003	7.2800e-003		7.2800e-003	7.2800e-003	0.0000	104.2812	104.2812	2.0000e-003	1.9100e-003	104.9009

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	1.9102e+006	0.0103	0.0880	0.0375	5.6000e-004		7.1200e-003	7.1200e-003		7.1200e-003	7.1200e-003	0.0000	101.9357	101.9357	1.9500e-003	1.8700e-003	102.5415
Enclosed Parking with Elevator	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
Strip Mall	43952	2.4000e-004	2.1500e-003	1.8100e-003	1.0000e-005		1.6000e-004	1.6000e-004		1.6000e-004	1.6000e-004	0.0000	2.3455	2.3455	4.0000e-005	4.0000e-005	2.3594
Total		**0.0105**	**0.0902**	**0.0393**	**5.7000e-004**		**7.2800e-003**	**7.2800e-003**		**7.2800e-003**	**7.2800e-003**	**0.0000**	**104.2812**	**104.2812**	**1.9900e-003**	**1.9100e-003**	**104.9009**

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					
Apartments Mid Rise	1.9102e+006	0.0103	0.0880	0.0375	5.6000e-004		7.1200e-003	7.1200e-003		7.1200e-003	7.1200e-003	0.0000	101.9357	101.9357	1.9500e-003	1.8700e-003	102.5415
Enclosed Parking with Elevator	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
Strip Mall	43952	2.4000e-004	2.1500e-003	1.8100e-003	1.0000e-005		1.6000e-004	1.6000e-004		1.6000e-004	1.6000e-004	0.0000	2.3455	2.3455	4.0000e-005	4.0000e-005	2.3594
Total		**0.0105**	**0.0902**	**0.0393**	**5.7000e-004**		**7.2800e-003**	**7.2800e-003**		**7.2800e-003**	**7.2800e-003**	**0.0000**	**104.2812**	**104.2812**	**1.9900e-003**	**1.9100e-003**	**104.9009**

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Mid Rise	705332	224.7338	9.2800e-003	1.9200e-003	225.5378
Enclosed Parking with Elevator	403754	128.6447	5.3100e-003	1.1000e-003	129.1049
Strip Mall	361800	115.2772	4.7600e-003	9.8000e-004	115.6896
Total		**468.6557**	**0.0194**	**4.0000e-003**	**470.3323**

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Mid Rise	705332	224.7338	9.2800e-003	1.9200e-003	225.5378
Enclosed Parking with Elevator	403754	128.6447	5.3100e-003	1.1000e-003	129.1049
Strip Mall	361800	115.2772	4.7600e-003	9.8000e-004	115.6896
Total		**468.6557**	**0.0194**	**4.0000e-003**	**470.3323**

6.0 Area Detail

6.1 Mitigation Measures Area

Use Low VOC Paint - Residential Interior

Use Low VOC Paint - Residential Exterior

Use Low VOC Paint - Non-Residential Interior

Use Low VOC Paint - Non-Residential Exterior

No Hearths Installed

	ROG	NOx	CO	SO2	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	0.7694	0.0207	1.7949	9.0000e-005		9.9500e-003	9.9500e-003		9.9500e-003	9.9500e-003	0.0000	2.9335	2.9335	2.8200e-003	0.0000	3.0040
Unmitigated	0.8295	0.0207	1.7949	9.0000e-005		9.9500e-003	9.9500e-003		9.9500e-003	9.9500e-003	0.0000	2.9335	2.9335	2.8200e-003	0.0000	3.0040

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	0.0660					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.7095					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0540	0.0207	1.7949	9.0000e-005		9.9500e-003	9.9500e-003		9.9500e-003	9.9500e-003	0.0000	2.9335	2.9335	2.8200e-003	0.0000	3.0040
Total	**0.8295**	**0.0207**	**1.7949**	**9.0000e-005**		**9.9500e-003**	**9.9500e-003**		**9.9500e-003**	**9.9500e-003**	**0.0000**	**2.9335**	**2.9335**	**2.8200e-003**	**0.0000**	**3.0040**

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	5.9300e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.7095					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0540	0.0207	1.7949	9.0000e-005		9.9500e-003	9.9500e-003		9.9500e-003	9.9500e-003	0.0000	2.9335	2.9335	2.8200e-003	0.0000	3.0040
Total	**0.7694**	**0.0207**	**1.7949**	**9.0000e-005**		**9.9500e-003**	**9.9500e-003**		**9.9500e-003**	**9.9500e-003**	**0.0000**	**2.9335**	**2.9335**	**2.8200e-003**	**0.0000**	**3.0040**

7.0 Water Detail

7.1 Mitigation Measures Water

Install Low Flow Bathroom Faucet

Install Low Flow Kitchen Faucet

Install Low Flow Toilet

Install Low Flow Shower

Use Water Efficient Irrigation System

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	75.3978	0.3503	8.8200e-003	86.7809
Unmitigated	89.1031	0.4376	0.0110	103.3136

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Mid Rise	11.3368 / 7.14711	75.9304	0.3724	9.3400e-003	88.0237
Strip Mall	1.98514 / 1.2167	13.1727	0.0652	1.6300e-003	15.2899
Total		**89.1031**	**0.4376**	**0.0110**	**103.3136**

7.2 Water by Land Use

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Mid Rise	9.06944 / 6.71114	64.2610	0.2981	7.5000e-003	73.9483
Strip Mall	1.58811 / 1.14248	11.1368	0.0522	1.3100e-003	12.8327
Total		**75.3978**	**0.3503**	**8.8100e-003**	**86.7810**

8.0 Waste Detail

8.1 Mitigation Measures Waste

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	21.9596	1.2978	0.0000	54.4039
Unmitigated	21.9596	1.2978	0.0000	54.4039

8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Mid Rise	80.04	16.2474	0.9602	0.0000	40.2522
Strip Mall	28.14	5.7122	0.3376	0.0000	14.1517
Total		**21.9596**	**1.2978**	**0.0000**	**54.4039**

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Mid Rise	80.04	16.2474	0.9602	0.0000	40.2522
Strip Mall	28.14	5.7122	0.3376	0.0000	14.1517
Total		**21.9596**	**1.2978**	**0.0000**	**54.4039**

9.0 Operational Offroad

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

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

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

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Cudahy Senior Mixed-Use

Los Angeles-South Coast County, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Enclosed Parking with Elevator	68.90		0.00	68,900.00	0
Apartments Mid Rise	174.00	Dwelling Unit	1.33	168,300.00	498
Strip Mall	26.80	1000sqft	0.00	26,800.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	12			**Operational Year**	2024
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	702.44	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics - Project location: 4610 Santa Ana St., Cudahy

Land Use - Age-restricted affordable housing - 5 stories.
See Sheet A-01 for project data.
Default population used.

Construction Phase - Schedule provided by applicant.
Assume 60 days for coatings.

Off-road Equipment -

Off-road Equipment -

Off-road Equipment - No demolition.

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Trips and VMT - 25133 CY/20 CY/truck = 1257 truckloads
1257 x 2 = 2514 1-way hauling trips.

Grading - Volume provided by applicant.

Vehicle Trips - There are many work & retail locations w/n 5-mile radius of project.
There are a Walmart and a Big Lots store w/n 1 mile radius of project.

Woodstoves - No fireplaces or woodstoves.

Energy Use -

Water And Wastewater -

Construction Off-road Equipment Mitigation - Estimates based on availability of Tier 4 engines.

Mobile Land Use Mitigation - Information provided by applicant.

Area Mitigation - Zero-VOC paint will be specified if necessary.
See Dunn-Edwards paint FAQs at
https://www.dunnedwards.com/about/environment-ravoc

Water Mitigation -

Mobile Commute Mitigation - The residential uses are senior low-income apartments,
and a van will be provided as part of site management.

Cudahy Senior Mixed-Use - Los Angeles-South Coast County, Summer

Table Name	Column Name	Default Value	New Value
tblAreaMitigation	UseLowVOCPaintNonresidentialExteriorValue	100	5
tblAreaMitigation	UseLowVOCPaintNonresidentialInteriorValue	100	5
tblAreaMitigation	UseLowVOCPaintParkingCheck	False	True
tblAreaMitigation	UseLowVOCPaintParkingValue	100	5
tblAreaMitigation	UseLowVOCPaintResidentialExteriorValue	50	5
tblAreaMitigation	UseLowVOCPaintResidentialInteriorValue	50	5
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	4.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	3.00
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final

tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstructionPhase	NumDays	10.00	60.00
tblConstructionPhase	NumDays	4.00	90.00
tblConstructionPhase	NumDays	2.00	60.00
tblFireplaces	NumberGas	147.90	0.00
tblFireplaces	NumberNoFireplace	17.40	174.00
tblFireplaces	NumberWood	8.70	0.00
tblGrading	AcresOfGrading	33.75	1.33
tblGrading	AcresOfGrading	30.00	1.33
tblGrading	MaterialExported	0.00	25,133.00
tblLandUse	LandUseSquareFeet	174,000.00	168,300.00
tblLandUse	LotAcreage	4.58	1.33
tblLandUse	LotAcreage	0.62	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	0.00
tblTripsAndVMT	HaulingTripNumber	3,142.00	2,514.00
tblTripsAndVMT	WorkerTripNumber	0.00	13.00
tblVehicleTrips	CC_TL	8.40	2.00
tblVehicleTrips	CW_TL	16.60	5.00
tblVehicleTrips	HO_TL	8.70	5.00
tblVehicleTrips	HS_TL	5.90	1.00
tblVehicleTrips	HS_TTP	19.20	49.40

tblVehicleTrips	HW_TL	14.70	5.00
tblVehicleTrips	HW_TTP	40.20	10.00
tblWoodstoves	NumberCatalytic	8.70	0.00
tblWoodstoves	NumberNoncatalytic	8.70	0.00

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	2.6146	21.8472	20.3276	0.0494	5.3823	0.7661	6.1483	2.9227	0.7048	3.6275	0.0000	4,792.0090	4,792.0090	0.6046	0.0000	4,803.6845
2022	22.3486	16.0761	19.6001	0.0487	2.0396	0.6090	2.6487	0.5459	0.5876	1.1335	0.0000	4,718.8960	4,718.8960	0.4512	0.0000	4,730.1760
Maximum	**22.3486**	**21.8472**	**20.3276**	**0.0494**	**5.3823**	**0.7661**	**6.1483**	**2.9227**	**0.7048**	**3.6275**	**0.0000**	**4,792.0090**	**4,792.0090**	**0.6046**	**0.0000**	**4,803.6845**

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	1.0951	8.2640	20.5523	0.0494	2.6316	0.0518	2.6783	1.3283	0.0503	1.3570	0.0000	4,792.0090	4,792.0090	0.6046	0.0000	4,803.6845
2022	22.1738	7.2851	19.9978	0.0487	2.0396	0.0505	2.0901	0.5459	0.0491	0.5950	0.0000	4,718.8960	4,718.8960	0.4512	0.0000	4,730.1760
Maximum	**22.1738**	**8.2640**	**20.5523**	**0.0494**	**2.6316**	**0.0518**	**2.6783**	**1.3283**	**0.0503**	**1.3570**	**0.0000**	**4,792.0090**	**4,792.0090**	**0.6046**	**0.0000**	**4,803.6845**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**6.79**	**59.00**	**-1.56**	**0.00**	**37.06**	**92.56**	**45.80**	**45.97**	**92.31**	**59.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	4.6816	0.1654	14.3589	7.6000e-004		0.0796	0.0796		0.0796	0.0796	0.0000	25.8690	25.8690	0.0249	0.0000	26.4904
Energy	0.0577	0.4941	0.2152	3.1500e-003		0.0399	0.0399		0.0399	0.0399		629.8647	629.8647	0.0121	0.0116	633.6077
Mobile	2.4028	9.3892	17.3386	0.0562	4.1537	0.0450	4.1987	1.1115	0.0418	1.1532		5,747.7324	5,747.7324	0.3187		5,755.6992
Total	**7.1422**	**10.0487**	**31.9127**	**0.0601**	**4.1537**	**0.1645**	**4.3181**	**1.1115**	**0.1612**	**1.2727**	**0.0000**	**6,403.4661**	**6,403.4661**	**0.3556**	**0.0116**	**6,415.7973**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	4.3523	0.1654	14.3589	7.6000e-004		0.0796	0.0796		0.0796	0.0796	0.0000	25.8690	25.8690	0.0249	0.0000	26.4904
Energy	0.0577	0.4941	0.2152	3.1500e-003		0.0399	0.0399		0.0399	0.0399		629.8647	629.8647	0.0121	0.0116	633.6077
Mobile	2.3620	9.1892	16.2795	0.0516	3.7383	0.0418	3.7801	1.0003	0.0388	1.0391		5,283.5184	5,283.5184	0.2990		5,290.9922
Total	**6.7720**	**9.8487**	**30.8535**	**0.0555**	**3.7383**	**0.1612**	**3.8995**	**1.0003**	**0.1582**	**1.1586**	**0.0000**	**5,939.2522**	**5,939.2522**	**0.3359**	**0.0116**	**5,951.0903**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**5.18**	**1.99**	**3.32**	**7.61**	**10.00**	**1.96**	**9.69**	**10.00**	**1.87**	**8.97**	**0.00**	**7.25**	**7.25**	**5.55**	**0.00**	**7.24**

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	3/1/2021	3/26/2021	5	20	
2	Site Preparation	Site Preparation	3/27/2021	6/18/2021	5	60	
3	Grading	Grading	6/19/2021	10/22/2021	5	90	
4	Building Construction	Building Construction	10/23/2021	7/29/2022	5	200	
5	Paving	Paving	7/30/2022	8/12/2022	5	10	
6	Architectural Coating	Architectural Coating	8/13/2022	11/4/2022	5	60	

Acres of Grading (Site Preparation Phase): 1.33

Acres of Grading (Grading Phase): 1.33

Acres of Paving: 0

Residential Indoor: 340,808; Residential Outdoor: 113,603; Non-Residential Indoor: 40,200; Non-Residential Outdoor: 13,400; Striped Parking Area: 4,134 (Architectural Coating – sqft)

OffRoad Equipment

Cudahy Senior Mixed-Use - Los Angeles-South Coast County, Summer

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	0	8.00	81	0.73
Demolition	Rubber Tired Dozers	0	8.00	247	0.40
Demolition	Tractors/Loaders/Backhoes	0	8.00	97	0.37
Site Preparation	Graders	1	8.00	187	0.41
Site Preparation	Rubber Tired Dozers	1	7.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Grading	Graders	1	6.00	187	0.41
Grading	Rubber Tired Dozers	1	6.00	247	0.40
Grading	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Building Construction	Cranes	1	6.00	231	0.29
Building Construction	Forklifts	1	6.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45
Paving	Cement and Mortar Mixers	1	6.00	9	0.56
Paving	Pavers	1	6.00	130	0.42
Paving	Paving Equipment	1	8.00	132	0.36
Paving	Rollers	1	7.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Architectural Coating	Air Compressors	1	6.00	78	0.48

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
Demolition	0	13.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	3	8.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	3	8.00	0.00	2,514.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	7	163.00	34.00	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	33.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Use Cleaner Engines for Construction Equipment

Water Exposed Area

3.2 Demolition - 2021

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	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**		**0.0000**	**0.0000**		**0.0000**	**0.0000**		**0.0000**	**0.0000**	**0.0000**		**0.0000**

3.2 Demolition - 2021

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	0.0557	0.0383	0.5236	1.4900e-003	0.1453	1.1700e-003	0.1465	0.0385	1.0800e-003	0.0396		148.0401	148.0401	4.3600e-003		148.1491
Total	**0.0557**	**0.0383**	**0.5236**	**1.4900e-003**	**0.1453**	**1.1700e-003**	**0.1465**	**0.0385**	**1.0800e-003**	**0.0396**		**148.0401**	**148.0401**	**4.3600e-003**		**148.1491**

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	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**		**0.0000**	**0.0000**		**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**		**0.0000**

3.2 Demolition - 2021

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	0.0557	0.0383	0.5236	1.4900e-003	0.1453	1.1700e-003	0.1465	0.0385	1.0800e-003	0.0396		148.0401	148.0401	4.3600e-003		148.1491
Total	**0.0557**	**0.0383**	**0.5236**	**1.4900e-003**	**0.1453**	**1.1700e-003**	**0.1465**	**0.0385**	**1.0800e-003**	**0.0396**		**148.0401**	**148.0401**	**4.3600e-003**		**148.1491**

3.3 Site Preparation - 2021

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					5.2928	0.0000	5.2928	2.8990	0.0000	2.8990			0.0000			0.0000
Off-Road	1.5558	17.4203	7.5605	0.0172		0.7654	0.7654		0.7041	0.7041		1,666.5174	1,666.5174	0.5390		1,679.9920
Total	**1.5558**	**17.4203**	**7.5605**	**0.0172**	**5.2928**	**0.7654**	**6.0582**	**2.8990**	**0.7041**	**3.6031**		**1,666.5174**	**1,666.5174**	**0.5390**		**1,679.9920**

3.3 Site Preparation - 2021

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	0.0343	0.0236	0.3222	9.1000e-004	0.0894	7.2000e-004	0.0901	0.0237	6.7000e-004	0.0244		91.1016	91.1016	2.6800e-003		91.1687
Total	**0.0343**	**0.0236**	**0.3222**	**9.1000e-004**	**0.0894**	**7.2000e-004**	**0.0901**	**0.0237**	**6.7000e-004**	**0.0244**		**91.1016**	**91.1016**	**2.6800e-003**		**91.1687**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					2.3818	0.0000	2.3818	1.3045	0.0000	1.3045			0.0000			0.0000
Off-Road	0.2106	0.9126	8.6714	0.0172		0.0281	0.0281		0.0281	0.0281	0.0000	1,666.5174	1,666.5174	0.5390		1,679.9920
Total	**0.2106**	**0.9126**	**8.6714**	**0.0172**	**2.3818**	**0.0281**	**2.4099**	**1.3045**	**0.0281**	**1.3326**	**0.0000**	**1,666.5174**	**1,666.5174**	**0.5390**		**1,679.9920**

3.3 Site Preparation - 2021

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	0.0343	0.0236	0.3222	9.1000e-004	0.0894	7.2000e-004	0.0901	0.0237	6.7000e-004	0.0244		91.1016	91.1016	2.6800e-003		91.1687
Total	**0.0343**	**0.0236**	**0.3222**	**9.1000e-004**	**0.0894**	**7.2000e-004**	**0.0901**	**0.0237**	**6.7000e-004**	**0.0244**		**91.1016**	**91.1016**	**2.6800e-003**		**91.1687**

3.4 Grading - 2021

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					4.5638	0.0000	4.5638	2.4892	0.0000	2.4892			0.0000			0.0000
Off-Road	1.2884	14.3307	6.3314	0.0141		0.6379	0.6379		0.5869	0.5869		1,365.0648	1,365.0648	0.4415		1,376.1020
Total	**1.2884**	**14.3307**	**6.3314**	**0.0141**	**4.5638**	**0.6379**	**5.2017**	**2.4892**	**0.5869**	**3.0760**		**1,365.0648**	**1,365.0648**	**0.4415**		**1,376.1020**

3.4 Grading - 2021

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	0.2329	7.4929	1.7569	0.0218	0.4884	0.0230	0.5114	0.1339	0.0220	0.1559		2,364.4066	2,364.4066	0.1605		2,368.4180
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	0.0343	0.0236	0.3222	9.1000e-004	0.0894	7.2000e-004	0.0901	0.0237	6.7000e-004	0.0244		91.1016	91.1016	2.6800e-003		91.1687
Total	**0.2672**	**7.5165**	**2.0791**	**0.0227**	**0.5778**	**0.0237**	**0.6016**	**0.1576**	**0.0227**	**0.1803**		**2,455.5082**	**2,455.5082**	**0.1631**		**2,459.5867**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					2.0537	0.0000	2.0537	1.1201	0.0000	1.1201			0.0000			0.0000
Off-Road	0.1725	0.7475	7.1557	0.0141		0.0230	0.0230		0.0230	0.0230	0.0000	1,365.0648	1,365.0648	0.4415		1,376.1020
Total	**0.1725**	**0.7475**	**7.1557**	**0.0141**	**2.0537**	**0.0230**	**2.0767**	**1.1201**	**0.0230**	**1.1431**	**0.0000**	**1,365.0648**	**1,365.0648**	**0.4415**		**1,376.1020**

3.4 Grading - 2021

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	0.2329	7.4929	1.7569	0.0218	0.4884	0.0230	0.5114	0.1339	0.0220	0.1559		2,364.4066	2,364.4066	0.1605		2,368.4180
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	0.0343	0.0236	0.3222	9.1000e-004	0.0894	7.2000e-004	0.0901	0.0237	6.7000e-004	0.0244		91.1016	91.1016	2.6800e-003		91.1687
Total	**0.2672**	**7.5165**	**2.0791**	**0.0227**	**0.5778**	**0.0237**	**0.6016**	**0.1576**	**0.0227**	**0.1803**		**2,455.5082**	**2,455.5082**	**0.1631**		**2,459.5867**

3.5 Building Construction - 2021

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	1.8125	13.6361	12.8994	0.0221		0.6843	0.6843		0.6608	0.6608		2,001.2200	2,001.2200	0.3573		2,010.1517
Total	**1.8125**	**13.6361**	**12.8994**	**0.0221**		**0.6843**	**0.6843**		**0.6608**	**0.6608**		**2,001.2200**	**2,001.2200**	**0.3573**		**2,010.1517**

3.5 Building Construction - 2021

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	0.1034	3.3010	0.8630	8.7400e-003	0.2177	6.7500e-003	0.2244	0.0627	6.4600e-003	0.0691		934.5941	934.5941	0.0551		935.9706
Worker	0.6987	0.4803	6.5652	0.0186	1.8220	0.0147	1.8367	0.4832	0.0136	0.4968		1,856.1949	1,856.1949	0.0547		1,857.5622
Total	**0.8021**	**3.7813**	**7.4282**	**0.0274**	**2.0396**	**0.0215**	**2.0611**	**0.5459**	**0.0200**	**0.5659**		**2,790.7890**	**2,790.7890**	**0.1098**		**2,793.5328**

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	0.2930	3.7120	13.1241	0.0221		0.0303	0.0303		0.0303	0.0303	0.0000	2,001.2200	2,001.2200	0.3573		2,010.1517
Total	**0.2930**	**3.7120**	**13.1241**	**0.0221**		**0.0303**	**0.0303**		**0.0303**	**0.0303**	**0.0000**	**2,001.2200**	**2,001.2200**	**0.3573**		**2,010.1517**

3.5 Building Construction - 2021

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	0.1034	3.3010	0.8630	8.7400e-003	0.2177	6.7500e-003	0.2244	0.0627	6.4600e-003	0.0691		934.5941	934.5941	0.0551		935.9706
Worker	0.6987	0.4803	6.5652	0.0186	1.8220	0.0147	1.8367	0.4832	0.0136	0.4968		1,856.1949	1,856.1949	0.0547		1,857.5622
Total	**0.8021**	**3.7813**	**7.4282**	**0.0274**	**2.0396**	**0.0215**	**2.0611**	**0.5459**	**0.0200**	**0.5659**		**2,790.7890**	**2,790.7890**	**0.1098**		**2,793.5328**

3.5 Building Construction - 2022

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	1.6487	12.5031	12.7264	0.0221		0.5889	0.5889		0.5689	0.5689		2,001.5429	2,001.5429	0.3486		2,010.2581
Total	**1.6487**	**12.5031**	**12.7264**	**0.0221**		**0.5889**	**0.5889**		**0.5689**	**0.5689**		**2,001.5429**	**2,001.5429**	**0.3486**		**2,010.2581**

3.5 Building Construction - 2022

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	0.0970	3.1392	0.8165	8.6600e-003	0.2177	5.9000e-003	0.2236	0.0627	5.6400e-003	0.0683		926.4520	926.4520	0.0532		927.7812
Worker	0.6545	0.4338	6.0571	0.0180	1.8220	0.0143	1.8362	0.4832	0.0131	0.4963		1,790.9011	1,790.9011	0.0494		1,792.1368
Total	**0.7515**	**3.5730**	**6.8736**	**0.0266**	**2.0396**	**0.0202**	**2.0598**	**0.5459**	**0.0188**	**0.5647**		**2,717.3531**	**2,717.3531**	**0.1026**		**2,719.9180**

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	0.2930	3.7120	13.1241	0.0221		0.0303	0.0303		0.0303	0.0303	0.0000	2,001.5429	2,001.5429	0.3486		2,010.2581
Total	**0.2930**	**3.7120**	**13.1241**	**0.0221**		**0.0303**	**0.0303**		**0.0303**	**0.0303**	**0.0000**	**2,001.5429**	**2,001.5429**	**0.3486**		**2,010.2581**

3.5 Building Construction - 2022

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	0.0970	3.1392	0.8165	8.6600e-003	0.2177	5.9000e-003	0.2236	0.0627	5.6400e-003	0.0683		926.4520	926.4520	0.0532		927.7812
Worker	0.6545	0.4338	6.0571	0.0180	1.8220	0.0143	1.8362	0.4832	0.0131	0.4963		1,790.9011	1,790.9011	0.0494		1,792.1368
Total	**0.7515**	**3.5730**	**6.8736**	**0.0266**	**2.0396**	**0.0202**	**2.0598**	**0.5459**	**0.0188**	**0.5647**		**2,717.3531**	**2,717.3531**	**0.1026**		**2,719.9180**

3.6 Paving - 2022

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	0.6877	6.7738	8.8060	0.0135		0.3474	0.3474		0.3205	0.3205		1,297.3789	1,297.3789	0.4113		1,307.6608
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.6877**	**6.7738**	**8.8060**	**0.0135**		**0.3474**	**0.3474**		**0.3205**	**0.3205**		**1,297.3789**	**1,297.3789**	**0.4113**		**1,307.6608**

3.6 Paving - 2022

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	0.0522	0.0346	0.4831	1.4300e-003	0.1453	1.1400e-003	0.1465	0.0385	1.0500e-003	0.0396		142.8326	142.8326	3.9400e-003		142.9312
Total	**0.0522**	**0.0346**	**0.4831**	**1.4300e-003**	**0.1453**	**1.1400e-003**	**0.1465**	**0.0385**	**1.0500e-003**	**0.0396**		**142.8326**	**142.8326**	**3.9400e-003**		**142.9312**

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	0.1598	0.6922	9.8512	0.0135		0.0213	0.0213		0.0213	0.0213	0.0000	1,297.3789	1,297.3789	0.4113		1,307.6608
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.1598**	**0.6922**	**9.8512**	**0.0135**		**0.0213**	**0.0213**		**0.0213**	**0.0213**	**0.0000**	**1,297.3789**	**1,297.3789**	**0.4113**		**1,307.6608**

3.6 Paving - 2022

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	0.0522	0.0346	0.4831	1.4300e-003	0.1453	1.1400e-003	0.1465	0.0385	1.0500e-003	0.0396		142.8326	142.8326	3.9400e-003		142.9312
Total	**0.0522**	**0.0346**	**0.4831**	**1.4300e-003**	**0.1453**	**1.1400e-003**	**0.1465**	**0.0385**	**1.0500e-003**	**0.0396**		**142.8326**	**142.8326**	**3.9400e-003**		**142.9312**

3.7 Architectural Coating - 2022

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	22.0116					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2045	1.4085	1.8136	2.9700e-003		0.0817	0.0817		0.0817	0.0817		281.4481	281.4481	0.0183		281.9062
Total	**22.2161**	**1.4085**	**1.8136**	**2.9700e-003**		**0.0817**	**0.0817**		**0.0817**	**0.0817**		**281.4481**	**281.4481**	**0.0183**		**281.9062**

3.7 Architectural Coating - 2022

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	0.1325	0.0878	1.2263	3.6400e-003	0.3689	2.8900e-003	0.3718	0.0978	2.6600e-003	0.1005		362.5751	362.5751	0.0100		362.8253
Total	**0.1325**	**0.0878**	**1.2263**	**3.6400e-003**	**0.3689**	**2.8900e-003**	**0.3718**	**0.0978**	**2.6600e-003**	**0.1005**		**362.5751**	**362.5751**	**0.0100**		**362.8253**

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	22.0116					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.0297	0.1288	1.8324	2.9700e-003		3.9600e-003	3.9600e-003		3.9600e-003	3.9600e-003	0.0000	281.4481	281.4481	0.0183		281.9062
Total	**22.0413**	**0.1288**	**1.8324**	**2.9700e-003**		**3.9600e-003**	**3.9600e-003**		**3.9600e-003**	**3.9600e-003**	**0.0000**	**281.4481**	**281.4481**	**0.0183**		**281.9062**

3.7 Architectural Coating - 2022

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	0.1325	0.0878	1.2263	3.6400e-003	0.3689	2.8900e-003	0.3718	0.0978	2.6600e-003	0.1005		362.5751	362.5751	0.0100		362.8253
Total	**0.1325**	**0.0878**	**1.2263**	**3.6400e-003**	**0.3689**	**2.8900e-003**	**0.3718**	**0.0978**	**2.6600e-003**	**0.1005**		**362.5751**	**362.5751**	**0.0100**		**362.8253**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

Increase Density

Increase Transit Accessibility

Integrate Below Market Rate Housing

Implement School Bus Program

	ROG	NOx	CO	SO2	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	2.3620	9.1892	16.2795	0.0516	3.7383	0.0418	3.7801	1.0003	0.0388	1.0391		5,283.5184	5,283.5184	0.2990		5,290.9922
Unmitigated	2.4028	9.3892	17.3386	0.0562	4.1537	0.0450	4.1987	1.1115	0.0418	1.1532		5,747.7324	5,747.7324	0.3187		5,755.6992

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Mid Rise	1,157.10	1,111.86	1019.64	1,106,113	995,501
Strip Mall	1,187.78	1,126.67	547.52	752,548	677,293
Total	2,344.88	2,238.53	1,567.16	1,858,661	1,672,795

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	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	5.00	1.00	5.00	10.00	49.40	40.60	86	11	3
Strip Mall	5.00	2.00	6.90	16.60	64.40	19.00	45	40	15

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Mid Rise	0.545348	0.044620	0.206559	0.118451	0.015002	0.006253	0.020617	0.031756	0.002560	0.002071	0.005217	0.000696	0.000850
Enclosed Parking with Elevator	0.545348	0.044620	0.206559	0.118451	0.015002	0.006253	0.020617	0.031756	0.002560	0.002071	0.005217	0.000696	0.000850
Strip Mall	0.545348	0.044620	0.206559	0.118451	0.015002	0.006253	0.020617	0.031756	0.002560	0.002071	0.005217	0.000696	0.000850

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	0.0577	0.4941	0.2152	3.1500e-003		0.0399	0.0399		0.0399	0.0399		629.8647	629.8647	0.0121	0.0116	633.6077
NaturalGas Unmitigated	0.0577	0.4941	0.2152	3.1500e-003		0.0399	0.0399		0.0399	0.0399		629.8647	629.8647	0.0121	0.0116	633.6077

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					
Apartments Mid Rise	5233.43	0.0564	0.4823	0.2052	3.0800e-003		0.0390	0.0390		0.0390	0.0390		615.6981	615.6981	0.0118	0.0113	619.3569
Enclosed Parking with Elevator	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
Strip Mall	120.416	1.3000e-003	0.0118	9.9200e-003	7.0000e-005		9.0000e-004	9.0000e-004		9.0000e-004	9.0000e-004		14.1666	14.1666	2.7000e-004	2.6000e-004	14.2508
Total		**0.0577**	**0.4941**	**0.2152**	**3.1500e-003**		**0.0399**	**0.0399**		**0.0399**	**0.0399**		**629.8647**	**629.8647**	**0.0121**	**0.0116**	**633.6077**

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					
Apartments Mid Rise	5.23343	0.0564	0.4823	0.2052	3.0800e-003		0.0390	0.0390		0.0390	0.0390		615.6981	615.6981	0.0118	0.0113	619.3569
Enclosed Parking with Elevator	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
Strip Mall	0.120416	1.3000e-003	0.0118	9.9200e-003	7.0000e-005		9.0000e-004	9.0000e-004		9.0000e-004	9.0000e-004		14.1666	14.1666	2.7000e-004	2.6000e-004	14.2508
Total		**0.0577**	**0.4941**	**0.2152**	**3.1500e-003**		**0.0399**	**0.0399**		**0.0399**	**0.0399**		**629.8647**	**629.8647**	**0.0121**	**0.0116**	**633.6077**

6.0 Area Detail

6.1 Mitigation Measures Area

Use Low VOC Paint - Residential Interior

Use Low VOC Paint - Residential Exterior

Use Low VOC Paint - Non-Residential Interior

Use Low VOC Paint - Non-Residential Exterior

No Hearths Installed

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	4.3523	0.1654	14.3589	7.6000e-004		0.0796	0.0796		0.0796	0.0796	0.0000	25.8690	25.8690	0.0249	0.0000	26.4904
Unmitigated	4.6816	0.1654	14.3589	7.6000e-004		0.0796	0.0796		0.0796	0.0796	0.0000	25.8690	25.8690	0.0249	0.0000	26.4904

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	0.3618					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	3.8874					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.4324	0.1654	14.3589	7.6000e-004		0.0796	0.0796		0.0796	0.0796		25.8690	25.8690	0.0249		26.4904
Total	**4.6816**	**0.1654**	**14.3589**	**7.6000e-004**		**0.0796**	**0.0796**		**0.0796**	**0.0796**	**0.0000**	**25.8690**	**25.8690**	**0.0249**	**0.0000**	**26.4904**

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	0.0325					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	3.8874					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.4324	0.1654	14.3589	7.6000e-004		0.0796	0.0796		0.0796	0.0796		25.8690	25.8690	0.0249		26.4904
Total	**4.3523**	**0.1654**	**14.3589**	**7.6000e-004**		**0.0796**	**0.0796**		**0.0796**	**0.0796**	**0.0000**	**25.8690**	**25.8690**	**0.0249**	**0.0000**	**26.4904**

7.0 Water Detail

7.1 Mitigation Measures Water

Install Low Flow Bathroom Faucet

Install Low Flow Kitchen Faucet

Install Low Flow Toilet

Install Low Flow Shower

Use Water Efficient Irrigation System

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

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

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

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

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Cudahy Senior Mixed-Use

Los Angeles-South Coast County, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Enclosed Parking with Elevator	68.90		0.00	68,900.00	0
Apartments Mid Rise	174.00	Dwelling Unit	1.33	168,300.00	498
Strip Mall	26.80	1000sqft	0.00	26,800.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	12			**Operational Year**	2024
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	702.44	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics - Project location: 4610 Santa Ana St., Cudahy

Land Use - Age-restricted affordable housing - 5 stories.
See Sheet A-01 for project data.
Default population used.

Construction Phase - Schedule provided by applicant.
Assume 60 days for coatings.

Off-road Equipment -

Off-road Equipment -

Off-road Equipment - No demolition.

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Trips and VMT - 25133 CY/20 CY/truck = 1257 truckloads
1257 x 2 = 2514 1-way hauling trips.

Grading - Volume provided by applicant.

Vehicle Trips - There are many work & retail locations w/n 5-mile radius of project.
There are a Walmart and a Big Lots store w/n 1 mile radius of project.

Woodstoves - No fireplaces or woodstoves.

Energy Use -

Water And Wastewater -

Construction Off-road Equipment Mitigation - Estimates based on availability of Tier 4 engines.

Mobile Land Use Mitigation - Information provided by applicant.

Area Mitigation - Zero-VOC paint will be specified if necessary.
See Dunn-Edwards paint FAQs at
https://www.dunnedwards.com/about/environment-ravoc

Water Mitigation -

Mobile Commute Mitigation - The residential uses are senior low-income apartments,
and a van will be provided as part of site management.

Cudahy Senior Mixed-Use - Los Angeles-South Coast County, Winter

Table Name	Column Name	Default Value	New Value
tblAreaMitigation	UseLowVOCPaintNonresidentialExteriorValue	100	5
tblAreaMitigation	UseLowVOCPaintNonresidentialInteriorValue	100	5
tblAreaMitigation	UseLowVOCPaintParkingCheck	False	True
tblAreaMitigation	UseLowVOCPaintParkingValue	100	5
tblAreaMitigation	UseLowVOCPaintResidentialExteriorValue	50	5
tblAreaMitigation	UseLowVOCPaintResidentialInteriorValue	50	5
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	4.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	3.00
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final

Cudahy Senior Mixed-Use - Los Angeles-South Coast County, Winter

tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstructionPhase	NumDays	10.00	60.00
tblConstructionPhase	NumDays	4.00	90.00
tblConstructionPhase	NumDays	2.00	60.00
tblFireplaces	NumberGas	147.90	0.00
tblFireplaces	NumberNoFireplace	17.40	174.00
tblFireplaces	NumberWood	8.70	0.00
tblGrading	AcresOfGrading	33.75	1.33
tblGrading	AcresOfGrading	30.00	1.33
tblGrading	MaterialExported	0.00	25,133.00
tblLandUse	LandUseSquareFeet	174,000.00	168,300.00
tblLandUse	LotAcreage	4.58	1.33
tblLandUse	LotAcreage	0.62	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	0.00
tblTripsAndVMT	HaulingTripNumber	3,142.00	2,514.00
tblTripsAndVMT	WorkerTripNumber	0.00	13.00
tblVehicleTrips	CC_TL	8.40	2.00
tblVehicleTrips	CW_TL	16.60	5.00
tblVehicleTrips	HO_TL	8.70	5.00
tblVehicleTrips	HS_TL	5.90	1.00
tblVehicleTrips	HS_TTP	19.20	49.40

tblVehicleTrips	HW_TL	14.70	5.00
tblVehicleTrips	HW_TTP	40.20	10.00
tblWoodstoves	NumberCatalytic	8.70	0.00
tblWoodstoves	NumberNoncatalytic	8.70	0.00

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	2.6982	21.9415	19.8566	0.0481	5.3823	0.7661	6.1483	2.9227	0.7048	3.6275	0.0000	4,657.9641	4,657.9641	0.6101	0.0000	4,669.6485
2022	22.3639	16.1139	19.1586	0.0474	2.0396	0.6092	2.6489	0.5459	0.5878	1.1337	0.0000	4,588.7900	4,588.7900	0.4517	0.0000	4,600.0815
Maximum	**22.3639**	**21.9415**	**19.8566**	**0.0481**	**5.3823**	**0.7661**	**6.1483**	**2.9227**	**0.7048**	**3.6275**	**0.0000**	**4,657.9641**	**4,657.9641**	**0.6101**	**0.0000**	**4,669.6485**

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	1.1787	8.3583	20.0813	0.0481	2.6316	0.0520	2.6786	1.3283	0.0505	1.3570	0.0000	4,657.9641	4,657.9641	0.6101	0.0000	4,669.6485
2022	22.1891	7.3228	19.5563	0.0474	2.0396	0.0507	2.0903	0.5459	0.0493	0.5951	0.0000	4,588.7900	4,588.7900	0.4517	0.0000	4,600.0815
Maximum	**22.1891**	**8.3583**	**20.0813**	**0.0481**	**2.6316**	**0.0520**	**2.6786**	**1.3283**	**0.0505**	**1.3570**	**0.0000**	**4,657.9641**	**4,657.9641**	**0.6101**	**0.0000**	**4,669.6485**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**6.76**	**58.79**	**-1.60**	**0.00**	**37.06**	**92.54**	**45.79**	**45.97**	**92.28**	**59.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	4.6816	0.1654	14.3589	7.6000e-004		0.0796	0.0796		0.0796	0.0796	0.0000	25.8690	25.8690	0.0249	0.0000	26.4904
Energy	0.0577	0.4941	0.2152	3.1500e-003		0.0399	0.0399		0.0399	0.0399		629.8647	629.8647	0.0121	0.0116	633.6077
Mobile	2.3170	9.3797	17.6696	0.0531	4.1537	0.0456	4.1992	1.1115	0.0423	1.1538		5,434.5566	5,434.5566	0.3296		5,442.7972
Total	**7.0563**	**10.0392**	**32.2437**	**0.0570**	**4.1537**	**0.1650**	**4.3187**	**1.1115**	**0.1618**	**1.2732**	**0.0000**	**6,090.2904**	**6,090.2904**	**0.3666**	**0.0116**	**6,102.8953**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	4.3523	0.1654	14.3589	7.6000e-004		0.0796	0.0796		0.0796	0.0796	0.0000	25.8690	25.8690	0.0249	0.0000	26.4904
Energy	0.0577	0.4941	0.2152	3.1500e-003		0.0399	0.0399		0.0399	0.0399		629.8647	629.8647	0.0121	0.0116	633.6077
Mobile	2.2771	9.1671	16.7097	0.0488	3.7383	0.0423	3.7806	1.0003	0.0393	1.0396		4,991.1504	4,991.1504	0.3104		4,998.9097
Total	**6.6871**	**9.8267**	**31.2838**	**0.0527**	**3.7383**	**0.1618**	**3.9001**	**1.0003**	**0.1588**	**1.1591**	**0.0000**	**5,646.8842**	**5,646.8842**	**0.3473**	**0.0116**	**5,659.0078**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**5.23**	**2.12**	**2.98**	**7.63**	**10.00**	**1.96**	**9.69**	**10.00**	**1.86**	**8.97**	**0.00**	**7.28**	**7.28**	**5.25**	**0.00**	**7.27**

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	3/1/2021	3/26/2021	5	20	
2	Site Preparation	Site Preparation	3/27/2021	6/18/2021	5	60	
3	Grading	Grading	6/19/2021	10/22/2021	5	90	
4	Building Construction	Building Construction	10/23/2021	7/29/2022	5	200	
5	Paving	Paving	7/30/2022	8/12/2022	5	10	
6	Architectural Coating	Architectural Coating	8/13/2022	11/4/2022	5	60	

Acres of Grading (Site Preparation Phase): 1.33

Acres of Grading (Grading Phase): 1.33

Acres of Paving: 0

Residential Indoor: 340,808; Residential Outdoor: 113,603; Non-Residential Indoor: 40,200; Non-Residential Outdoor: 13,400; Striped Parking Area: 4,134 (Architectural Coating – sqft)

OffRoad Equipment

Cudahy Senior Mixed-Use - Los Angeles-South Coast County, Winter

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	0	8.00	81	0.73
Demolition	Rubber Tired Dozers	0	8.00	247	0.40
Demolition	Tractors/Loaders/Backhoes	0	8.00	97	0.37
Site Preparation	Graders	1	8.00	187	0.41
Site Preparation	Rubber Tired Dozers	1	7.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Grading	Graders	1	6.00	187	0.41
Grading	Rubber Tired Dozers	1	6.00	247	0.40
Grading	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Building Construction	Cranes	1	6.00	231	0.29
Building Construction	Forklifts	1	6.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45
Paving	Cement and Mortar Mixers	1	6.00	9	0.56
Paving	Pavers	1	6.00	130	0.42
Paving	Paving Equipment	1	8.00	132	0.36
Paving	Rollers	1	7.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Architectural Coating	Air Compressors	1	6.00	78	0.48

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
Demolition	0	13.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	3	8.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	3	8.00	0.00	2,514.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	7	163.00	34.00	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	33.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Use Cleaner Engines for Construction Equipment

Water Exposed Area

3.2 Demolition - 2021

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	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**		**0.0000**	**0.0000**		**0.0000**	**0.0000**		**0.0000**	**0.0000**	**0.0000**		**0.0000**

3.2 Demolition - 2021

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	0.0620	0.0424	0.4787	1.4000e-003	0.1453	1.1700e-003	0.1465	0.0385	1.0800e-003	0.0396		139.3926	139.3926	4.1000e-003		139.4952
Total	**0.0620**	**0.0424**	**0.4787**	**1.4000e-003**	**0.1453**	**1.1700e-003**	**0.1465**	**0.0385**	**1.0800e-003**	**0.0396**		**139.3926**	**139.3926**	**4.1000e-003**		**139.4952**

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	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**		**0.0000**	**0.0000**		**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**	**0.0000**		**0.0000**

3.2 Demolition - 2021

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	0.0620	0.0424	0.4787	1.4000e-003	0.1453	1.1700e-003	0.1465	0.0385	1.0800e-003	0.0396		139.3926	139.3926	4.1000e-003		139.4952
Total	**0.0620**	**0.0424**	**0.4787**	**1.4000e-003**	**0.1453**	**1.1700e-003**	**0.1465**	**0.0385**	**1.0800e-003**	**0.0396**		**139.3926**	**139.3926**	**4.1000e-003**		**139.4952**

3.3 Site Preparation - 2021

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					5.2928	0.0000	5.2928	2.8990	0.0000	2.8990			0.0000			0.0000
Off-Road	1.5558	17.4203	7.5605	0.0172		0.7654	0.7654		0.7041	0.7041		1,666.5174	1,666.5174	0.5390		1,679.9920
Total	**1.5558**	**17.4203**	**7.5605**	**0.0172**	**5.2928**	**0.7654**	**6.0582**	**2.8990**	**0.7041**	**3.6031**		**1,666.5174**	**1,666.5174**	**0.5390**		**1,679.9920**

3.3 Site Preparation - 2021

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	0.0382	0.0261	0.2946	8.6000e-004	0.0894	7.2000e-004	0.0901	0.0237	6.7000e-004	0.0244		85.7801	85.7801	2.5200e-003		85.8432
Total	**0.0382**	**0.0261**	**0.2946**	**8.6000e-004**	**0.0894**	**7.2000e-004**	**0.0901**	**0.0237**	**6.7000e-004**	**0.0244**		**85.7801**	**85.7801**	**2.5200e-003**		**85.8432**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					2.3818	0.0000	2.3818	1.3045	0.0000	1.3045			0.0000			0.0000
Off-Road	0.2106	0.9126	8.6714	0.0172		0.0281	0.0281		0.0281	0.0281	0.0000	1,666.5174	1,666.5174	0.5390		1,679.9920
Total	**0.2106**	**0.9126**	**8.6714**	**0.0172**	**2.3818**	**0.0281**	**2.4099**	**1.3045**	**0.0281**	**1.3326**	**0.0000**	**1,666.5174**	**1,666.5174**	**0.5390**		**1,679.9920**

3.3 Site Preparation - 2021

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	0.0382	0.0261	0.2946	8.6000e-004	0.0894	7.2000e-004	0.0901	0.0237	6.7000e-004	0.0244		85.7801	85.7801	2.5200e-003		85.8432
Total	**0.0382**	**0.0261**	**0.2946**	**8.6000e-004**	**0.0894**	**7.2000e-004**	**0.0901**	**0.0237**	**6.7000e-004**	**0.0244**		**85.7801**	**85.7801**	**2.5200e-003**		**85.8432**

3.4 Grading - 2021

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					4.5638	0.0000	4.5638	2.4892	0.0000	2.4892			0.0000			0.0000
Off-Road	1.2884	14.3307	6.3314	0.0141		0.6379	0.6379		0.5869	0.5869		1,365.0648	1,365.0648	0.4415		1,376.1020
Total	**1.2884**	**14.3307**	**6.3314**	**0.0141**	**4.5638**	**0.6379**	**5.2017**	**2.4892**	**0.5869**	**3.0760**		**1,365.0648**	**1,365.0648**	**0.4415**		**1,376.1020**

3.4 Grading - 2021

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	0.2385	7.5847	1.8630	0.0214	0.4884	0.0234	0.5118	0.1339	0.0223	0.1562		2,323.4475	2,323.4475	0.1661		2,327.6003
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	0.0382	0.0261	0.2946	8.6000e-004	0.0894	7.2000e-004	0.0901	0.0237	6.7000e-004	0.0244		85.7801	85.7801	2.5200e-003		85.8432
Total	**0.2767**	**7.6108**	**2.1576**	**0.0223**	**0.5778**	**0.0241**	**0.6019**	**0.1576**	**0.0230**	**0.1806**		**2,409.2275**	**2,409.2275**	**0.1686**		**2,413.4435**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					2.0537	0.0000	2.0537	1.1201	0.0000	1.1201			0.0000			0.0000
Off-Road	0.1725	0.7475	7.1557	0.0141		0.0230	0.0230		0.0230	0.0230	0.0000	1,365.0648	1,365.0648	0.4415		1,376.1020
Total	**0.1725**	**0.7475**	**7.1557**	**0.0141**	**2.0537**	**0.0230**	**2.0767**	**1.1201**	**0.0230**	**1.1431**	**0.0000**	**1,365.0648**	**1,365.0648**	**0.4415**		**1,376.1020**

3.4 Grading - 2021

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	0.2385	7.5847	1.8630	0.0214	0.4884	0.0234	0.5118	0.1339	0.0223	0.1562		2,323.4475	2,323.4475	0.1661		2,327.6003
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	0.0382	0.0261	0.2946	8.6000e-004	0.0894	7.2000e-004	0.0901	0.0237	6.7000e-004	0.0244		85.7801	85.7801	2.5200e-003		85.8432
Total	**0.2767**	**7.6108**	**2.1576**	**0.0223**	**0.5778**	**0.0241**	**0.6019**	**0.1576**	**0.0230**	**0.1806**		**2,409.2275**	**2,409.2275**	**0.1686**		**2,413.4435**

3.5 Building Construction - 2021

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	1.8125	13.6361	12.8994	0.0221		0.6843	0.6843		0.6608	0.6608		2,001.2200	2,001.2200	0.3573		2,010.1517
Total	**1.8125**	**13.6361**	**12.8994**	**0.0221**		**0.6843**	**0.6843**		**0.6608**	**0.6608**		**2,001.2200**	**2,001.2200**	**0.3573**		**2,010.1517**

3.5 Building Construction - 2021

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	0.1085	3.2942	0.9546	8.5100e-003	0.2177	6.9700e-003	0.2246	0.0627	6.6600e-003	0.0693		908.9748	908.9748	0.0587		910.4418
Worker	0.7772	0.5316	6.0026	0.0175	1.8220	0.0147	1.8367	0.4832	0.0136	0.4968		1,747.7693	1,747.7693	0.0514		1,749.0550
Total	**0.8857**	**3.8258**	**6.9572**	**0.0261**	**2.0396**	**0.0217**	**2.0613**	**0.5459**	**0.0202**	**0.5661**		**2,656.7441**	**2,656.7441**	**0.1101**		**2,659.4968**

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	0.2930	3.7120	13.1241	0.0221		0.0303	0.0303		0.0303	0.0303	0.0000	2,001.2200	2,001.2200	0.3573		2,010.1517
Total	**0.2930**	**3.7120**	**13.1241**	**0.0221**		**0.0303**	**0.0303**		**0.0303**	**0.0303**	**0.0000**	**2,001.2200**	**2,001.2200**	**0.3573**		**2,010.1517**

3.5 Building Construction - 2021

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	0.1085	3.2942	0.9546	8.5100e-003	0.2177	6.9700e-003	0.2246	0.0627	6.6600e-003	0.0693		908.9748	908.9748	0.0587		910.4418
Worker	0.7772	0.5316	6.0026	0.0175	1.8220	0.0147	1.8367	0.4832	0.0136	0.4968		1,747.7693	1,747.7693	0.0514		1,749.0550
Total	**0.8857**	**3.8258**	**6.9572**	**0.0261**	**2.0396**	**0.0217**	**2.0613**	**0.5459**	**0.0202**	**0.5661**		**2,656.7441**	**2,656.7441**	**0.1101**		**2,659.4968**

3.5 Building Construction - 2022

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	1.6487	12.5031	12.7264	0.0221		0.5889	0.5889		0.5689	0.5689		2,001.5429	2,001.5429	0.3486		2,010.2581
Total	**1.6487**	**12.5031**	**12.7264**	**0.0221**		**0.5889**	**0.5889**		**0.5689**	**0.5689**		**2,001.5429**	**2,001.5429**	**0.3486**		**2,010.2581**

3.5 Building Construction - 2022

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	0.1019	3.1307	0.9036	8.4200e-003	0.2177	6.0900e-003	0.2238	0.0627	5.8300e-003	0.0685		900.8990	900.8990	0.0566		902.3144
Worker	0.7300	0.4801	5.5286	0.0169	1.8220	0.0143	1.8362	0.4832	0.0131	0.4963		1,686.3482	1,686.3482	0.0464		1,687.5091
Total	**0.8318**	**3.6108**	**6.4322**	**0.0253**	**2.0396**	**0.0204**	**2.0600**	**0.5459**	**0.0190**	**0.5648**		**2,587.2472**	**2,587.2472**	**0.1031**		**2,589.8235**

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	0.2930	3.7120	13.1241	0.0221		0.0303	0.0303		0.0303	0.0303	0.0000	2,001.5429	2,001.5429	0.3486		2,010.2581
Total	**0.2930**	**3.7120**	**13.1241**	**0.0221**		**0.0303**	**0.0303**		**0.0303**	**0.0303**	**0.0000**	**2,001.5429**	**2,001.5429**	**0.3486**		**2,010.2581**

3.5 Building Construction - 2022

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	0.1019	3.1307	0.9036	8.4200e-003	0.2177	6.0900e-003	0.2238	0.0627	5.8300e-003	0.0685		900.8990	900.8990	0.0566		902.3144
Worker	0.7300	0.4801	5.5286	0.0169	1.8220	0.0143	1.8362	0.4832	0.0131	0.4963		1,686.3482	1,686.3482	0.0464		1,687.5091
Total	**0.8318**	**3.6108**	**6.4322**	**0.0253**	**2.0396**	**0.0204**	**2.0600**	**0.5459**	**0.0190**	**0.5648**		**2,587.2472**	**2,587.2472**	**0.1031**		**2,589.8235**

3.6 Paving - 2022

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	0.6877	6.7738	8.8060	0.0135		0.3474	0.3474		0.3205	0.3205		1,297.3789	1,297.3789	0.4113		1,307.6608
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.6877**	**6.7738**	**8.8060**	**0.0135**		**0.3474**	**0.3474**		**0.3205**	**0.3205**		**1,297.3789**	**1,297.3789**	**0.4113**		**1,307.6608**

3.6 Paving - 2022

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	0.0582	0.0383	0.4409	1.3500e-003	0.1453	1.1400e-003	0.1465	0.0385	1.0500e-003	0.0396		134.4940	134.4940	3.7000e-003		134.5866
Total	**0.0582**	**0.0383**	**0.4409**	**1.3500e-003**	**0.1453**	**1.1400e-003**	**0.1465**	**0.0385**	**1.0500e-003**	**0.0396**		**134.4940**	**134.4940**	**3.7000e-003**		**134.5866**

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	0.1598	0.6922	9.8512	0.0135		0.0213	0.0213		0.0213	0.0213	0.0000	1,297.3789	1,297.3789	0.4113		1,307.6608
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.1598**	**0.6922**	**9.8512**	**0.0135**		**0.0213**	**0.0213**		**0.0213**	**0.0213**	**0.0000**	**1,297.3789**	**1,297.3789**	**0.4113**		**1,307.6608**

3.6 Paving - 2022

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	0.0582	0.0383	0.4409	1.3500e-003	0.1453	1.1400e-003	0.1465	0.0385	1.0500e-003	0.0396		134.4940	134.4940	3.7000e-003		134.5866
Total	**0.0582**	**0.0383**	**0.4409**	**1.3500e-003**	**0.1453**	**1.1400e-003**	**0.1465**	**0.0385**	**1.0500e-003**	**0.0396**		**134.4940**	**134.4940**	**3.7000e-003**		**134.5866**

3.7 Architectural Coating - 2022

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	22.0116					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2045	1.4085	1.8136	2.9700e-003		0.0817	0.0817		0.0817	0.0817		281.4481	281.4481	0.0183		281.9062
Total	**22.2161**	**1.4085**	**1.8136**	**2.9700e-003**		**0.0817**	**0.0817**		**0.0817**	**0.0817**		**281.4481**	**281.4481**	**0.0183**		**281.9062**

3.7 Architectural Coating - 2022

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	0.1478	0.0972	1.1193	3.4300e-003	0.3689	2.8900e-003	0.3718	0.0978	2.6600e-003	0.1005		341.4079	341.4079	9.4000e-003		341.6429
Total	**0.1478**	**0.0972**	**1.1193**	**3.4300e-003**	**0.3689**	**2.8900e-003**	**0.3718**	**0.0978**	**2.6600e-003**	**0.1005**		**341.4079**	**341.4079**	**9.4000e-003**		**341.6429**

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	22.0116					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.0297	0.1288	1.8324	2.9700e-003		3.9600e-003	3.9600e-003		3.9600e-003	3.9600e-003	0.0000	281.4481	281.4481	0.0183		281.9062
Total	**22.0413**	**0.1288**	**1.8324**	**2.9700e-003**		**3.9600e-003**	**3.9600e-003**		**3.9600e-003**	**3.9600e-003**	**0.0000**	**281.4481**	**281.4481**	**0.0183**		**281.9062**

3.7 Architectural Coating - 2022

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	0.1478	0.0972	1.1193	3.4300e-003	0.3689	2.8900e-003	0.3718	0.0978	2.6600e-003	0.1005		341.4079	341.4079	9.4000e-003		341.6429
Total	**0.1478**	**0.0972**	**1.1193**	**3.4300e-003**	**0.3689**	**2.8900e-003**	**0.3718**	**0.0978**	**2.6600e-003**	**0.1005**		**341.4079**	**341.4079**	**9.4000e-003**		**341.6429**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

Increase Density

Increase Transit Accessibility

Integrate Below Market Rate Housing

Implement School Bus Program

	ROG	NOx	CO	SO2	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	2.2771	9.1671	16.7097	0.0488	3.7383	0.0423	3.7806	1.0003	0.0393	1.0396		4,991.1504	4,991.1504	0.3104		4,998.9097
Unmitigated	2.3170	9.3797	17.6696	0.0531	4.1537	0.0456	4.1992	1.1115	0.0423	1.1538		5,434.5566	5,434.5566	0.3296		5,442.7972

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Mid Rise	1,157.10	1,111.86	1019.64	1,106,113	995,501
Strip Mall	1,187.78	1,126.67	547.52	752,548	677,293
Total	2,344.88	2,238.53	1,567.16	1,858,661	1,672,795

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	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	5.00	1.00	5.00	10.00	49.40	40.60	86	11	3
Strip Mall	5.00	2.00	6.90	16.60	64.40	19.00	45	40	15

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Mid Rise	0.545348	0.044620	0.206559	0.118451	0.015002	0.006253	0.020617	0.031756	0.002560	0.002071	0.005217	0.000696	0.000850
Enclosed Parking with Elevator	0.545348	0.044620	0.206559	0.118451	0.015002	0.006253	0.020617	0.031756	0.002560	0.002071	0.005217	0.000696	0.000850
Strip Mall	0.545348	0.044620	0.206559	0.118451	0.015002	0.006253	0.020617	0.031756	0.002560	0.002071	0.005217	0.000696	0.000850

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	0.0577	0.4941	0.2152	3.1500e-003		0.0399	0.0399		0.0399	0.0399		629.8647	629.8647	0.0121	0.0116	633.6077
NaturalGas Unmitigated	0.0577	0.4941	0.2152	3.1500e-003		0.0399	0.0399		0.0399	0.0399		629.8647	629.8647	0.0121	0.0116	633.6077

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					
Apartments Mid Rise	5233.43	0.0564	0.4823	0.2052	3.0800e-003		0.0390	0.0390		0.0390	0.0390		615.6981	615.6981	0.0118	0.0113	619.3569
Enclosed Parking with Elevator	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
Strip Mall	120.416	1.3000e-003	0.0118	9.9200e-003	7.0000e-005		9.0000e-004	9.0000e-004		9.0000e-004	9.0000e-004		14.1666	14.1666	2.7000e-004	2.6000e-004	14.2508
Total		**0.0577**	**0.4941**	**0.2152**	**3.1500e-003**		**0.0399**	**0.0399**		**0.0399**	**0.0399**		**629.8647**	**629.8647**	**0.0121**	**0.0116**	**633.6077**

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					
Apartments Mid Rise	5.23343	0.0564	0.4823	0.2052	3.0800e-003		0.0390	0.0390		0.0390	0.0390		615.6981	615.6981	0.0118	0.0113	619.3569
Enclosed Parking with Elevator	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
Strip Mall	0.120416	1.3000e-003	0.0118	9.9200e-003	7.0000e-005		9.0000e-004	9.0000e-004		9.0000e-004	9.0000e-004		14.1666	14.1666	2.7000e-004	2.6000e-004	14.2508
Total		**0.0577**	**0.4941**	**0.2152**	**3.1500e-003**		**0.0399**	**0.0399**		**0.0399**	**0.0399**		**629.8647**	**629.8647**	**0.0121**	**0.0116**	**633.6077**

6.0 Area Detail

6.1 Mitigation Measures Area

Use Low VOC Paint - Residential Interior

Use Low VOC Paint - Residential Exterior

Use Low VOC Paint - Non-Residential Interior

Use Low VOC Paint - Non-Residential Exterior

No Hearths Installed

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	4.3523	0.1654	14.3589	7.6000e-004		0.0796	0.0796		0.0796	0.0796	0.0000	25.8690	25.8690	0.0249	0.0000	26.4904
Unmitigated	4.6816	0.1654	14.3589	7.6000e-004		0.0796	0.0796		0.0796	0.0796	0.0000	25.8690	25.8690	0.0249	0.0000	26.4904

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	0.3618					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	3.8874					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.4324	0.1654	14.3589	7.6000e-004		0.0796	0.0796		0.0796	0.0796		25.8690	25.8690	0.0249		26.4904
Total	**4.6816**	**0.1654**	**14.3589**	**7.6000e-004**		**0.0796**	**0.0796**		**0.0796**	**0.0796**	**0.0000**	**25.8690**	**25.8690**	**0.0249**	**0.0000**	**26.4904**

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	0.0325					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	3.8874					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.4324	0.1654	14.3589	7.6000e-004		0.0796	0.0796		0.0796	0.0796		25.8690	25.8690	0.0249		26.4904
Total	**4.3523**	**0.1654**	**14.3589**	**7.6000e-004**		**0.0796**	**0.0796**		**0.0796**	**0.0796**	**0.0000**	**25.8690**	**25.8690**	**0.0249**	**0.0000**	**26.4904**

7.0 Water Detail

7.1 Mitigation Measures Water

Install Low Flow Bathroom Faucet

Install Low Flow Kitchen Faucet

Install Low Flow Toilet

Install Low Flow Shower

Use Water Efficient Irrigation System

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

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

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

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

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Cudahy Senior Mixed-Use

Los Angeles-South Coast County, Mitigation Report

Construction Mitigation Summary

Phase	ROG	NOx	CO	SO2	Exhaust PM10	Exhaust PM2.5	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction												
Architectural Coating	0.01	0.85	-0.01	0.00	0.92	0.92	0.00	0.00	0.00	0.00	0.00	0.00
Building Construction	0.57	0.55	-0.02	0.00	0.92	0.92	0.00	0.00	0.00	0.00	0.00	0.00
Demolition	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Grading	0.72	0.61	-0.10	0.00	0.93	0.92	0.00	0.00	0.00	0.00	0.00	0.00
Paving	0.71	0.89	-0.11	0.00	0.93	0.93	0.00	0.00	0.00	0.00	0.00	0.00
Site Preparation	0.85	0.95	-0.14	0.00	0.96	0.96	0.00	0.00	0.00	0.00	0.00	0.00

OFFROAD Equipment Mitigation

Equipment Type	Fuel Type	Tier	Number Mitigated	Total Number of Equipment	DPF	Oxidation Catalyst
Air Compressors	Diesel	Tier 4 Final	1	1	No Change	0.00
Cement and Mortar Mixers	Diesel	Tier 4 Final	1	1	No Change	0.00
Concrete/Industrial Saws	Diesel	No Change	0	0	No Change	0.00
Cranes	Diesel	Tier 4 Final	1	1	No Change	0.00
Forklifts	Diesel	Tier 4 Final	1	1	No Change	0.00
Generator Sets	Diesel	Tier 4 Final	1	1	No Change	0.00
Graders	Diesel	Tier 4 Final	2	2	No Change	0.00
Pavers	Diesel	Tier 4 Final	1	1	No Change	0.00
Paving Equipment	Diesel	Tier 4 Final	1	1	No Change	0.00
Rollers	Diesel	Tier 4 Final	1	1	No Change	0.00
Rubber Tired Dozers	Diesel	Tier 4 Final	2	2	No Change	0.00
Tractors/Loaders/Backhoes	Diesel	Tier 4 Final	4	4	No Change	0.00
Welders	Diesel	Tier 4 Final	3	3	No Change	0.00

Equipment Type	ROG	NOx	CO	SO2	Exhaust PM10	Exhaust PM2.5	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	Unmitigated tons/yr						Unmitigated mt/yr					
Air Compressors	6.14000E-003	4.22500E-002	5.44100E-002	9.00000E-005	2.45000E-003	2.45000E-003	0.00000E+000	7.65976E+000	7.65976E+000	5.00000E-004	0.00000E+000	7.67223E+000
Cement and Mortar Mixers	2.20000E-004	1.38000E-003	1.16000E-003	0.00000E+000	5.00000E-005	5.00000E-005	0.00000E+000	1.71850E-001	1.71850E-001	2.00000E-005	0.00000E+000	1.72300E-001
Concrete/Industrial Saws	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Cranes	2.87200E-002	3.26290E-001	1.43620E-001	4.30000E-004	1.34600E-002	1.23900E-002	0.00000E+000	3.80206E+001	3.80206E+001	1.23000E-002	0.00000E+000	3.83280E+001
Forklifts	8.81000E-003	8.14500E-002	8.68000E-002	1.10000E-004	5.50000E-003	5.06000E-003	0.00000E+000	1.00719E+001	1.00719E+001	3.26000E-003	0.00000E+000	1.01533E+001
Generator Sets	3.36800E-002	2.98770E-001	3.67810E-001	6.60000E-004	1.52100E-002	1.52100E-002	0.00000E+000	5.65208E+001	5.65208E+001	2.74000E-003	0.00000E+000	5.65891E+001
Graders	2.88800E-002	3.77690E-001	1.12660E-001	4.20000E-004	1.19700E-002	1.10100E-002	0.00000E+000	3.71105E+001	3.71105E+001	1.20000E-002	0.00000E+000	3.74106E+001
Pavers	7.80000E-004	7.87000E-003	1.08100E-002	2.00000E-005	3.70000E-004	3.40000E-004	0.00000E+000	1.54876E+000	1.54876E+000	5.00000E-004	0.00000E+000	1.56128E+000
Paving Equipment	8.90000E-004	8.69000E-003	1.27300E-002	2.00000E-005	4.20000E-004	3.90000E-004	0.00000E+000	1.78928E+000	1.78928E+000	5.80000E-004	0.00000E+000	1.80375E+000
Rollers	7.30000E-004	7.55000E-003	8.14000E-003	1.00000E-005	4.40000E-004	4.00000E-004	0.00000E+000	1.00852E+000	1.00852E+000	3.30000E-004	0.00000E+000	1.01668E+000
Rubber Tired Dozers	6.27800E-002	6.58280E-001	2.42270E-001	5.10000E-004	3.19500E-002	2.93900E-002	0.00000E+000	4.50337E+001	4.50337E+001	1.45600E-002	0.00000E+000	4.53978E+001
Tractors/Loaders/Backhoes	2.65900E-002	2.69700E-001	3.36260E-001	4.60000E-004	1.53700E-002	1.41400E-002	0.00000E+000	4.07940E+001	4.07940E+001	1.31900E-002	0.00000E+000	4.11239E+001
Welders	8.49600E-002	4.42320E-001	5.10470E-001	7.70000E-004	1.99300E-002	1.99300E-002	0.00000E+000	5.64662E+001	5.64662E+001	6.91000E-003	0.00000E+000	5.66388E+001

Equipment Type	ROG	NOx	CO	SO2	Exhaust PM10	Exhaust PM2.5	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	Mitigated tons/yr						Mitigated mt/yr					
Air Compressors	8.90000E-004	3.86000E-003	5.49700E-002	9.00000E-005	1.20000E-004	1.20000E-004	0.00000E+000	7.65975E+000	7.65975E+000	5.00000E-004	0.00000E+000	7.67222E+000
Cement and Mortar Mixers	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	1.71850E-001	1.71850E-001	2.00000E-005	0.00000E+000	1.72300E-001
Concrete/Industrial Saws	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Cranes	5.32000E-003	2.30400E-002	1.94950E-001	4.30000E-004	7.10000E-004	7.10000E-004	0.00000E+000	3.80206E+001	3.80206E+001	1.23000E-002	0.00000E+000	3.83280E+001
Forklifts	1.41000E-003	6.12000E-003	8.71200E-002	1.10000E-004	1.90000E-004	1.90000E-004	0.00000E+000	1.00718E+001	1.00718E+001	3.26000E-003	0.00000E+000	1.01533E+001
Generator Sets	6.58000E-003	2.85000E-002	4.05640E-001	6.60000E-004	8.80000E-004	8.80000E-004	0.00000E+000	5.65207E+001	5.65207E+001	2.74000E-003	0.00000E+000	5.65891E+001
Graders	5.17000E-003	2.24100E-002	1.89650E-001	4.20000E-004	6.90000E-004	6.90000E-004	0.00000E+000	3.71105E+001	3.71105E+001	1.20000E-002	0.00000E+000	3.74106E+001
Pavers	2.20000E-004	9.40000E-004	1.33600E-002	2.00000E-005	3.00000E-005	3.00000E-005	0.00000E+000	1.54876E+000	1.54876E+000	5.00000E-004	0.00000E+000	1.56128E+000
Paving Equipment	2.50000E-004	1.09000E-003	1.55100E-002	2.00000E-005	3.00000E-005	3.00000E-005	0.00000E+000	1.78928E+000	1.78928E+000	5.80000E-004	0.00000E+000	1.80374E+000
Rollers	1.40000E-004	6.10000E-004	8.68000E-003	1.00000E-005	2.00000E-005	2.00000E-005	0.00000E+000	1.00852E+000	1.00852E+000	3.30000E-004	0.00000E+000	1.01667E+000
Rubber Tired Dozers	6.27000E-003	2.71800E-002	2.30010E-001	5.10000E-004	8.40000E-004	8.40000E-004	0.00000E+000	4.50336E+001	4.50336E+001	1.45600E-002	0.00000E+000	4.53977E+001
Tractors/Loaders/Backhoes	5.67000E-003	2.45800E-002	3.49850E-001	4.60000E-004	7.60000E-004	7.60000E-004	0.00000E+000	4.07940E+001	4.07940E+001	1.31900E-002	0.00000E+000	4.11238E+001
Welders	1.31400E-002	3.01200E-001	4.49050E-001	7.70000E-004	8.80000E-004	8.80000E-004	0.00000E+000	5.64661E+001	5.64661E+001	6.91000E-003	0.00000E+000	5.66388E+001

Equipment Type	ROG	NOx	CO	SO2	Exhaust PM10	Exhaust PM2.5	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction												
Air Compressors	8.55049E-001	9.08639E-001	-1.02922E-002	0.00000E+000	9.51020E-001	9.51020E-001	0.00000E+000	1.30552E-006	1.30552E-006	0.00000E+000	0.00000E+000	1.30340E-006
Cement and Mortar Mixers	1.00000E+000	1.00000E+000	1.00000E+000	0.00000E+000	1.00000E+000	1.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Concrete/Industrial Saws	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Cranes	8.14763E-001	9.29388E-001	-3.57401E-001	0.00000E+000	9.47251E-001	9.42696E-001	0.00000E+000	1.31508E-006	1.31508E-006	0.00000E+000	0.00000E+000	1.30453E-006
Forklifts	8.39955E-001	9.24862E-001	-3.68664E-003	0.00000E+000	9.65455E-001	9.62451E-001	0.00000E+000	9.92866E-007	9.92866E-007	0.00000E+000	0.00000E+000	9.84903E-007
Generator Sets	8.04632E-001	9.04609E-001	-1.02852E-001	0.00000E+000	9.42143E-001	9.42143E-001	0.00000E+000	1.23848E-006	1.23848E-006	0.00000E+000	0.00000E+000	1.23699E-006
Graders	8.20983E-001	9.40666E-001	-6.83384E-001	0.00000E+000	9.42356E-001	9.37330E-001	0.00000E+000	1.07786E-006	1.07786E-006	0.00000E+000	0.00000E+000	1.06922E-006
Pavers	7.17949E-001	8.80559E-001	-2.35893E-001	0.00000E+000	9.18919E-001	9.11765E-001	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Paving Equipment	7.19101E-001	8.74568E-001	-2.18382E-001	0.00000E+000	9.28571E-001	9.23077E-001	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	5.54401E-006
Rollers	8.08219E-001	9.19205E-001	-6.63391E-002	0.00000E+000	9.54545E-001	9.50000E-001	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	9.83594E-006
Rubber Tired Dozers	9.00127E-001	9.58711E-001	5.06047E-002	0.00000E+000	9.73709E-001	9.71419E-001	0.00000E+000	1.33234E-006	1.33234E-006	0.00000E+000	0.00000E+000	1.32165E-006
Tractors/Loaders/Backhoes	7.86762E-001	9.08862E-001	-4.04152E-002	0.00000E+000	9.50553E-001	9.46252E-001	0.00000E+000	1.22567E-006	1.22567E-006	0.00000E+000	0.00000E+000	1.21584E-006
Welders	8.45339E-001	3.19045E-001	1.20320E-001	0.00000E+000	9.55845E-001	9.55845E-001	0.00000E+000	1.23968E-006	1.23968E-006	0.00000E+000	0.00000E+000	1.23590E-006

Fugitive Dust Mitigation

Yes/No	Mitigation Measure	Mitigation Input		Mitigation Input		Mitigation Input	
No	Soil Stabilizer for unpaved Roads	PM10 Reduction	0.00	PM2.5 Reduction	0.00		
No	Replace Ground Cover of Area Disturbed	PM10 Reduction	0.00	PM2.5 Reduction	0.00		
Yes	Water Exposed Area	PM10 Reduction	55.00	PM2.5 Reduction	55.00	Frequency (per day)	2.00

No	Unpaved Road Mitigation	Moisture Content %	0.00	Vehicle Speed (mph)	0.00		
No	Clean Paved Road	% PM Reduction	0.00				

		Unmitigated		Mitigated		Percent Reduction	
Phase	Source	PM10	PM2.5	PM10	PM2.5	PM10	PM2.5
Architectural Coating	Fugitive Dust	0.00	0.00	0.00	0.00	0.00	0.00
Architectural Coating	Roads	0.01	0.00	0.01	0.00	0.00	0.00
Building Construction	Fugitive Dust	0.00	0.00	0.00	0.00	0.00	0.00
Building Construction	Roads	0.20	0.05	0.20	0.05	0.00	0.00
Demolition	Fugitive Dust	0.00	0.00	0.00	0.00	0.00	0.00
Demolition	Roads	0.00	0.00	0.00	0.00	0.00	0.00
Grading	Fugitive Dust	0.21	0.11	0.09	0.05	0.55	0.55
Grading	Roads	0.03	0.01	0.03	0.01	0.00	0.00
Paving	Fugitive Dust	0.00	0.00	0.00	0.00	0.00	0.00
Paving	Roads	0.00	0.00	0.00	0.00	0.00	0.00
Site Preparation	Fugitive Dust	0.16	0.09	0.07	0.04	0.55	0.55
Site Preparation	Roads	0.00	0.00	0.00	0.00	0.00	0.00

Operational Percent Reduction Summary

Category	ROG	NOx	CO	SO2	Exhaust PM10	Exhaust PM2.5	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction												
Architectural Coating	91.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Consumer Products	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Electricity	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hearth	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Landscaping	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Mobile	1.81	2.29	5.61	8.11	7.17	7.17	0.00	8.10	8.10	6.00	0.00	8.09
Natural Gas	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Water Indoor	0.00	0.00	0.00	0.00	0.00	0.00	20.00	15.15	15.38	19.96	19.69	16.00
Water Outdoor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Operational Mobile Mitigation

Project Setting: Suburban Center

Mitigation	Category	Measure	% Reduction	Input Value 1	Input Value 2	Input Value
Yes	Land Use	Increase Density	0.00	130.80	0.00	
No	Land Use	Increase Diversity	0.15	0.39		
No	Land Use	Improve Walkability Design	0.00	0.00		
No	Land Use	Improve Destination Accessibility	0.00	0.00		
Yes	Land Use	Increase Transit Accessibility	0.23	0.05		
Yes	Land Use	Integrate Below Market Rate Housing	0.04	100.00		
	Land Use	Land Use SubTotal	0.10			

No	Neighborhood Enhancements	Improve Pedestrian Network	0.00			
No	Neighborhood Enhancements	Provide Traffic Calming Measures	0.00			
No	Neighborhood Enhancements	Implement NEV Network	0.00			
	Neighborhood Enhancements	Neighborhood Enhancements Subtotal	0.00			
No	Parking Policy Pricing	Limit Parking Supply	0.00	0.00		
No	Parking Policy Pricing	Unbundle Parking Costs	0.00	0.00		
No	Parking Policy Pricing	On-street Market Pricing	0.00	0.00		
	Parking Policy Pricing	Parking Policy Pricing Subtotal	0.00			
No	Transit Improvements	Provide BRT System	0.00	0.00		
No	Transit Improvements	Expand Transit Network	0.00	0.00		
No	Transit Improvements	Increase Transit Frequency	0.00		0.00	
	Transit Improvements	Transit Improvements Subtotal	0.00			
		Land Use and Site Enhancement Subtotal	0.10			
No	Commute	Implement Trip Reduction Program	0.00	0.00		
No	Commute	Transit Subsidy	0.00	0.00		
No	Commute	Implement Employee Parking "Cash Out"	4.50	0.00		
No	Commute	Workplace Parking Charge	0.00	0.00		
No	Commute	Encourage Telecommuting and Alternative Work Schedules	0.00	0.00	0.00	0.00
No	Commute	Market Commute Trip Reduction Option	0.00	0.00		
No	Commute	Employee Vanpool/Shuttle	0.00	100.00	2.00	
No	Commute	Provide Ride Sharing Program	10.00	0.00		
	Commute	Commute Subtotal	0.00			

Yes	School Trip	Implement School Bus Program	0.60	80.00		
		Total VMT Reduction	0.64			

Area Mitigation

Measure Implemented	Mitigation Measure	Input Value
No	Only Natural Gas Hearth	
Yes	No Hearth	
No	Use Low VOC Cleaning Supplies	
Yes	Use Low VOC Paint (Residential Interior)	5.00
Yes	Use Low VOC Paint (Residential Exterior)	5.00
Yes	Use Low VOC Paint (Non-residential Interior)	5.00
Yes	Use Low VOC Paint (Non-residential Exterior)	5.00
Yes	Use Low VOC Paint (Parking)	5.00
No	% Electric Lawnmower	0.00
No	% Electric Leafblower	0.00
No	% Electric Chainsaw	0.00

Energy Mitigation Measures

Measure Implemented	Mitigation Measure	Input Value 1	Input Value 2
No	Exceed Title 24		
No	Install High Efficiency Lighting		
No	On-site Renewable		

Appliance Type	Land Use Subtype	% Improvement
ClothWasher		30.00
DishWasher		15.00
Fan		50.00
Refrigerator		15.00

Water Mitigation Measures

Measure Implemented	Mitigation Measure	Input Value 1	Input Value 2
No	Apply Water Conservation on Strategy	0.00	0.00
No	Use Reclaimed Water	0.00	0.00
No	Use Grey Water	0.00	
Yes	Install low-flow bathroom faucet	32.00	
Yes	Install low-flow Kitchen faucet	18.00	
Yes	Install low-flow Toilet	20.00	
Yes	Install low-flow Shower	20.00	
No	Turf Reduction	0.00	
Yes	Use Water Efficient Irrigation Systems	6.10	
No	Water Efficient Landscape	0.00	0.00

Solid Waste Mitigation

Mitigation Measures	Input Value

Institute Recycling and Composting Services Percent Reduction in Waste Disposed	