



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

May 17, 2005

Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**THIRTY-YEAR LEASE FOR
DEPARTMENT OF PUBLIC SOCIAL SERVICES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
CHILD SUPPORT SERVICES DEPARTMENT
DEPARTMENT OF MENTAL HEALTH
8300-8400 SOUTH VERMONT AVENUE, LOS ANGELES
(SECOND) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Acting as responsible agency pursuant to the California Environmental Quality Act (CEQA) with respect to the proposed project, consider the Mitigated Negative Declaration adopted by the City of Los Angeles Community Redevelopment Agency (CRA), as lead agency, together with comments received during the public review process (Attachment D), find that the project will not have a significant effect on the environment, certify that you have independently considered and reached your own conclusions regarding the environmental effects of the proposed project, and approve the Mitigated Negative Declaration.
2. Approve a capital lease agreement substantially in the form attached as Attachment C (Lease), with ICO Vermont, LLC (ICO) as Lessor, for approximately 210,000 rentable square feet of office, child care and retail space at 8300-8400 South Vermont Avenue in Los Angeles, with parking to accommodate 908 vehicles for a term of 30 years at an initial annual cost not to exceed \$7,260,144 on a full-service basis including parking, a \$70 per square foot tenant improvement (TI) allowance for the office and child care space, and an option to purchase. At the County's option, the Lease can be converted to a net lease with the County providing management and all services. The space will be occupied by the Department of Public Social Services (DPSS), the Department of Children and Family Services (DCFS), the

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Child Support Services Department (CSSD), the Department of Mental Health (DMH), and a 6,000 square feet child care center with the cost to be substantially subvented by State and Federal funds. The building will also contain 4,000 square feet of retail space subleased to ICO Vermont Retail, LLC.

3. Approve a sublease agreement substantially in the form attached (Sublease) as Exhibit C to Attachment C (Lease) with the County as sublessor and ICO Vermont Retail, LLC as sublessee for approximately 4,000 rentable square feet of retail space with eight parking spaces to be located in the County's parking structure for a term of 30 years at an annual cost not to exceed \$0.97 per square foot per month or \$46,560. The sublease also contains one nine year option to extend the sublease.
4. Authorize the Chief Administrative Office (CAO) to direct either ICO and/or the Director of Internal Services Department (ISD) to design and/or acquire a telephone, data and low voltage system for the project at a cost not to exceed \$4,000,000. At the discretion of the CAO and DPSS, DCFS, CSSD and DMH, all or part of the telephone, data, and low voltage systems may be paid in lump sum or financed in an amount not to exceed \$960,000 per year, at the discretion of the CAO.
5. Authorize the CAO to decrease the rent or increase the rent by up to \$0.10 per square foot per month on or before July 18, 2005, if a change in interest rates warrants such a correction. The rate used in determining the base rent is the weighted average yield of the 30-year bond rate of 4.66 percent.
6. Approve the project and authorize the CAO to finalize and execute the Lease, Sublease, a continuing disclosure certificate, and all other documents and certificates related to the project or the financing of the project and implement the project.
7. Approve the sale of revenue bonds by the CRA to finance the project and authorize the CAO and the Treasurer to provide financial and other information relating to the County for inclusion in the official statement relating to the sale of the bonds by the CRA.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

After an extensive request for proposal process, on November 30, 2004 your Board approved a Request for Authority (RFA) directing the Chief Administrative Office to finalize negotiations with ICO. The authority provided for a full service design build lease for 30 years. The Lease will provide DPSS, DCFS, CSSD and DMH with a facility for approximately 980 staff that will offer staff and client parking, increased lobby area, client mitigation measures and critically needed County programs.

Honorable Board of Supervisors
May 17, 2005
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DPSS will provide the CalWORKs program which is a cash aid program for children and families designed to give temporary assistance to meet basic needs (food, shelter and clothing) in times of crisis. While providing time-limited assistance, the program establishes work requirements and provides a broad spectrum of welfare-to-work services designed to help remove barriers to employment and to help families become economically self-sufficient.

DCFS will be providing a broad range of services which include Emergency Response, Family Reunification, Permanency Planning, Independent Living Program and Adoptions. CSSD will provide child support services and DMH will provide mental health services.

DPSS will relocate from the County-owned site at 923 East Redondo Boulevard in Inglewood. The building will either be backfilled with another County department or the CAO will recommend a surplus sale. The building was last appraised in 2001 for \$3,000,000 and the value is likely higher today. If sold, DPSS reports that the County will save \$793,996 per year in parking, utilities, maintenance, custodial and ground maintenance costs, which will offset the costs of the new facility.

DCFS and CSSD are currently housed in leased space. DCFS will relocate from 5767 West Century in Los Angeles and 11539 Hawthorne Boulevard in Hawthorne. CSSD will relocate from 621 Hawaii Street in El Segundo. The relocation will place the departments in a higher area of client concentration. Both departments are in critical need of more efficient space to effectively provide services to clients. The leased spaces will either be backfilled by another County department or the leases will be cancelled. If cancelled, annual rental cost savings for the existing DCFS and CSSD spaces will be approximately \$2,477,210, which will offset the new costs.

In November 1993, your Board approved the creation of eight Service Planning Areas (SPAs) to provide for better planning, coordinating, sharing of information and data, and delivery of children's health, mental health, and social services. In November 1998, your Board approved the first phase of the CAO's Strategic Asset Management Plan which called for an in-depth study of space utilization and service delivery among the social service departments: DCFS, DCSS, DMH, and DPSS. As a result, the County retained the services of Gensler & Associates to conduct a Social Services Space Study which concluded that caseload and service delivery locations were, to varying degrees, mismatched in all SPAs, but most pronounced in SPA 6. SPA 6 is located in south Los Angeles County and has one of the largest concentrations of social services caseloads, but is lacking in existing County facilities and office space to optimally deliver these services. The public in need of services must travel long distances to offices outside the SPA 6 area. While DMH and DPSS have office facilities in SPA 6, the Social Services Space Study concluded that substantial additional square footage was needed and that the County should consider acquiring new larger facilities to consolidate numerous existing offices and provide opportunities for co-location of programs. Such a strategy would provide both

functional and economic efficiencies by allowing more convenient and coordinated service delivery for the public as well as economies of scale from shared use of support space (conference, reception, and storage space) and improved leverage inherent in larger size projects from lower per-unit cost of construction. In addition, such new facility acquisitions could serve as catalysts for neighborhood revitalization.

Soon after completion of the study, the CAO undertook an extensive search to identify available office space, but the supply of available adequate existing office facilities within SPA 6 is nonexistent. As a result, in January 2004, the CAO issued a Request for Proposals (RFP) to 367 real estate developers, brokers and other interested parties to lease an office complex or complexes to be designed and built to meet the identified space requirements for SPA 6. Ten responses were received, some of which were disqualified for being outside the SPA 6 area.

Evaluation of the responses was based on numerous criteria including economic benefits to the County under the lease, cost, location, impact on adjoining uses and the community as a whole, and the experience of the developer. The selection committee determined that the proposal submitted by ICO included the best combination of various factors. A Request for Authority (RFA) to negotiate with ICO was approved by your Board on November 30, 2004. This Lease represents the third of three leases required to satisfy the SPA 6 social services requirement as identified by the social services space study.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

As outlined in Attachment A, the recommendations herein are in compliance with the Strategic Asset Management Principles approved by your Board on November 17, 1998, in that they allow the continuation of an efficient consolidation of County staff in a central location housing numerous child and family programs within one facility. The consolidation and expansion of these programs at the proposed facility is more conducive to operation of the County's programs and will enhance the effectiveness of service delivery to the growing target population.

The Countywide Strategic Plan directs that we provide the public with easy access to quality services that are both beneficial and responsive (Goal 1).

FISCAL IMPACT/FINANCING

This Lease is structured as a full service capital lease whereby the County owns the land and building at the end of the 30-year term. In addition, the County has the right to purchase the land and building every year after the first year by paying off the outstanding debt and deferred developer fee as scheduled in the Lease. The initial full-service rent for the office building, child care facility and retail space is \$7,260,144 per year. The rent

increases to \$7,754,544 in the second through 30th years of the Lease due to deferral of the \$0.05 per square foot per month reserve and \$0.15 per square foot per month developer fee. In addition, the rent may increase or decrease depending on interest rates at the time of bond closing. Operating expenses (estimated to be \$0.43 per square foot per month) are included in the rent and may go up or down compared to the initial base year. No property taxes are payable by the County.

Due to the Lease being structured as a capital lease, whereby the County owns the land and building at the end of the 30-year term, the rent is increased by \$0.15 per square foot per month. As part of the negotiated transaction, ICO has assumed the risk associated with CEQA, environmental and geological matters that may subsequently occur.

Because the Lease is a capital lease as opposed to an operating lease, the subvention will change on an annual basis. The revenue associated with those programs required to conform to federal cost principles (OMB Circular A-87) allows for full operating expenses, interest attributed to land and building and a two percent use allowance based on the project cost less the land value. A substantial amount of the annual cost associated with the subject lease will be subvented by State and Federal funds. A chart is attached as Attachment E which demonstrates the subvention decrease over the term of the Lease for DPSS and DCFS.

The retail component was added to satisfy community concerns. So as to not incur additional NCC the County will sublease the retail space back to ICO for the term of the Lease. ICO will be responsible for renting the space to appropriate retail tenants and will lease back the retail space from the County at \$0.97 per square foot per month. The \$0.97 rental is an approximation of the cost to build out the retail space only to shell without any allocation of tenant improvement dollars, which will be the responsibility of ICO Vermont Retail, LLC. This cost is substantially lower than the cost of the office building, because the developer will be responsible for any TIs, utilities and maintenance associated with the retail space.

The child care facility will be paid for by DPSS, DCFS, CSSD and DMH and utilized only for County employees and participants in County programs in order to comply with OMB Circular 87 rules for subvention. The County will be responsible for contracting with a child care operator for the child care center.

This office conducted a survey of the immediate area to determine the availability of comparable and more economical sites. Attachment B shows all County-owned and leased facilities within the search area for these programs. Staff was unable to identify any sites in the surveyed area that could accommodate these hard-to-locate programs. The rent under the Lease represents the negotiated rate necessary to complete a design/build project for a Class A office building in the required project area given the constraints of the location in the community that is being served and the available site size and configuration.

The proposed site best meets the departments' program needs, proximity to the caseloads, accessibility by public transportation via Vermont Avenue, and its location in the SPA 6 area.

8300-8400 South Vermont Avenue	New Lease
Area (rentable sq. ft.)	210,000 sq. ft.
Annual Rent (including services)	\$7,260,144 (1 st Yr.) \$7,754,544 (2-30 Yrs.)
Parking	908
TI Allowance (maximum, included)	\$14,420,000 or \$70/sq. ft.
Reserve Fund (renewal, replacement)	\$0.05 sq. ft./mo. beginning in year two
Cancellation	None
Term of Lease	30 years
Option to Purchase	Yes, anytime after year 1
Expected Occupancy	DPSS, DCFS, CSSD, DMH

Sufficient funds will be proposed in the DPSS, DCFS, CSSD and DMH 2006-2007 Rent Expense budget during which scheduled occupancy and rental payments are expected to begin. The expected construction time will be between 18 to 24 months with no rent due until a Certificate of Occupancy is issued by the building officials.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

ICO is proposing a capital lease with a term of 30 years with a purchase option anytime after the first year. The County will own the land and building after 30 years in any event. Preliminary building plans are being prepared by the ICO architects with full occupancy anticipated within 24 months of the issuance of the bonds to finance the project. If ICO finishes on a quicker schedule as than anticipated, the savings will be passed on to the County as either a reduction in rent, or a pre-funding of the capital renewal/replacement reserve account.

The proposed facility will house approximately 980 County staff and provide at least 908 off street parking spaces for staff and visitors. The development site is conveniently located adjacent to major bus routes. The parking ratio of 4.3 spaces per 1,000 square feet of building area, over twice the City's code requirement for office buildings, adequately meets the needs of the County occupants.

This Lease was negotiated to incorporate provisions to allow the Lessor to obtain tax-exempt financing and, therefore, differs from our typical lease agreement. The tax-exempt financing allows the developer to provide a lower lease rate to the County. The structure of this transaction is expected to avoid assessment for property tax as well except on the retail component.

ICO will be acquiring a portion of the site from the CRA and has entered into a Development and Disposition Agreement (DDA) with the CRA. The CRA may also facilitate the tax-exempt financing for the project.

Concurrently with its approval of the Mitigated Negative Declaration for the project, the CRA approved a housing relocation and assistance plan for certain housing which would be displaced by the project. Replacement housing was initially identified for the lost housing but the CRA has subsequently notified ICO that the replacement housing is not available to meet the project's needs. CRA staff is diligently working to identify available replacement housing for the project to meet statutory requirements and it is anticipated that such replacement housing will be identified to the community prior to the Board's action. However, statutory requirements prevent the CRA from signing the DDA, which effectively conveys the property owned by the CRA and required for the project, for a period of 30 days following the distribution to the community of a notice of the replacement housing for the project.

ICO is currently expected to acquire certain parcels for the project on or about June 1, 2005, prior to the issuance of bonds to finance the project. ICO expects to obtain bridge financing to acquire these parcels and has requested that the County sign the Lease at such time to enable ICO to secure the bridge financing. Acquisition of these parcels will ensure that the costs of the project and the County's rental obligation do not increase. However, due to the timing of the signing of the DDA, the County may be asked to sign the Lease before ICO has the right to acquire the CRA parcels. In the event ICO is unable to acquire the CRA parcels, the project could not be constructed as desired by the County and the County would have no obligation under the Lease.

An extensive community outreach effort was made by the developer regarding this project. Over 18 separate meetings took place from July 2004 through April 26, 2005. Numerous meetings included those with the Community Advisory Committee for the Vermont Manchester Recovery Redevelopment Area, many community leaders and residents, neighborhood organizations and block clubs and owners and managers of local businesses. ICO also contacted the presidents of numerous block clubs by telephone and discussed the project with them. Nearby residents were also notified of the project by mail.

The proposed Lease was submitted for review to your Board's appointed Real Estate Management Commission on April 20, 2005. After careful review, it was the Commission's unanimous decision to recommend approval for this project.

ENVIRONMENTAL DOCUMENTATION

On April 7, 2005, the CRA, in its role as lead agency in matters pertaining to compliance with the CEQA, adopted the Mitigated Negative Declaration (Attachment D) with respect to the environmental effects of the proposed project. In your Board's role as a responsible

agency pursuant to CEQA you must independently consider the environmental document prepared by Christopher A. Joseph & Associates for the CRA and reach your own conclusions regarding the environmental effects of the proposed project. After having done so, it is recommended that your Board find that the project will not have a significant effect on the environment and approve the Mitigated Negative Declaration.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Your authorization to finalize negotiations for leased space at 8300-8400 South Vermont Avenue will allow continuation of important County programs in SPA 6 without disrupting delivery of service to DPSS, DCFS, CSSD and DMH clients while allowing co-location of County social services in one facility in an area where the clients are most concentrated.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors return a stamped copy of this Board letter, and two certified copies of the Minute Order to the CAO, Real Estate Division, 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:CWW
WLD:CB:hd

Attachments (5)

c: County Counsel
Auditor-Controller
Internal Services Department
Department of Public Social Services
Department of Children and Family Services
Child Support Services Department
Department of Mental Health
Treasurer and Tax Collector

DPSS, DCFS, CSSD, DMH
8300-8400 South Vermont Avenue, Los Angeles

Attachment A

1. <u>Occupancy</u>		Yes	No	N/A
A	Does lease consolidate administrative functions? ²			X
B	Does lease co-locate with other functions to better serve clients? ²	X		
C	Does this lease centralize business support functions? ²			X
D	Does this lease meeting the guideline of 200 sf of space per person? ² Ratio of 200	X		
E	Does lease meet 80% parking rule?	X		
2. <u>Capital</u>				
A	Should program be in leased space to maximize State/Federal funding?	X		
B	If not, is this a long term County program?			X
C	Is it a net County cost (NCC) program 10-16% NCC		X	
D	If yes to 2 B or C; is this a capital lease or operating lease with an option?			X
E	If no, are there any suitable County-owned facilities available?			X
F	If yes, why is lease being recommended over occupancy in County-owned space?			X
G	Is Building Description Report attached as Attachment B?	X		
H	Was build-to-suit or capital project considered? Project is design/build	X		
3. <u>Portfolio Management</u>				
A	Did department utilize CAO Space Request Evaluation (SRE)? Confirmed by Gensler study.	X		
B	Was the space need justified?	X		
C	If a renewal lease, was co-location with other County departments considered?			X
D	Why was this program not co-located?			
	1. ___ The program clientele requires a stand alone facility.			
	2. ___ No suitable County occupied properties in project area.			
	3. ___ No County-owned facilities available for the project.			
	4. ___ Could not get City clearance or approval.			
	5. <u>X</u> The Program is being co-located.			
E	Is lease a full service lease? ² With option to convert to NNN.	X		
F	Has growth projection been considered in space request?	X		
G	Has the Dept. of Public Works completed seismic review/approval?			X
	¹ As approved by the Board of Supervisors 11/17/98			

*Please **BOLD** any written responses*

DPSS, DCFS, CSSD, DMH
8300-8400 South Vermont Avenue, Los Angeles

LACO	FACILITY NAME	ADDRESS	OWNERSHIP	SG. FT. GROSS NET	SG. FT. AVAILABLE
6722	PUBLIC LIBRARY-VIEW PARK LIBRARY	3854 W 54TH ST, LOS ANGELES 90043	OWNED	6983	6130
C740	DPSS-FLORENCE AP DISTRICT OFFICE	1740 E GAGE AVE, LOS ANGELES 90001	OWNED	60000	28601
C741	DPSS-FOOD STAMPS/ FISCAL SERVICES OFFICE	6367 S HOLMES AVE, LOS ANGELES 90001	OWNED	5220	3872
Y425	PUBLIC LIBRARY-FLORENCE LIBRARY	1610 E FLORENCE AVE, LOS ANGELES 90001	OWNED	5124	4448
B520	DPSS-SOUTHWEST FAMILY WS DISTRICT OFFICE	923 E REDONDO BLVD (905-921 REDONDO BL.	OWNED	40000	27898
5374	PUBLIC LIBRARY-WOODCREST LIBRARY	1340 W 106TH ST, LOS ANGELES 90044	OWNED	7254	5895
A602	DCFS - TRANSITIONAL RESOURCE CENTER	8730 S VERMONT AVE, LOS ANGELES	LEASED	600	570
A085	DPSS-SOUTHWEST SPEC DIST/ PROBATION-CENTINELA	1326 W IMPERIAL HWY, LOS ANGELES 90044	OWNED	153986	1E+05
B995	DAVID V KENYON JUVENILE JUSTICE CENTER	7625 S CENTRAL AVE, LOS ANGELES 90001	OWNED	18108	11735
Y264	PROBATION-KENYON JUSTICE CENTER OFFICE	7672 S CENTRAL AVE, LOS ANGELES 90001	OWNED	4505	2190
6400	DCSS-FLORENCE / FIRESTONE SERVICE CENTER	7807 S COMPTON AVE, LOS ANGELES 90001	OWNED	15928	8706
5275	DHS-SOUTH PUBLIC HEALTH CENTER	1522 E 102ND ST, LOS ANGELES 90002	OWNED	19060	11704
5721	DPSS-SOUTH CENTRAL AP DISTRICT OFFICE	10728 S CENTRAL AVE, LOS ANGELES 90002	OWNED	51991	32463
Y426	PUBLIC LIBRARY-GRAHAM LIBRARY	1900 E FIRESTONE BLVD, LOS ANGELES 90001	OWNED	5125	4448
Y861	ML KING-PLANT MANAGEMENT BUILDING	12021 S WILMINGTON AVE, LOS ANGELES 90059	OWNED	16000	14400
A034	PUBLIC LIBRARY-WILLOWBROOK LIBRARY	11838 S WILMINGTON AVE, LOS ANGELES 90059	LEASED	2200	2039
4049	SOUTH GATE COURTHOUSE (CLOSED)	8640 CALIFORNIA AVE, SOUTH GATE 90280	OWNED	18610	10303
5934	PUBLIC LIBRARY-LELAND R WEAVER LIBRARY	4035 TWEEDY BLVD, SOUTH GATE 90280	OWNED	19461	16955
6723	PUBLIC LIBRARY-LYNWOOD LIBRARY	11320 BULLIS RD, LYNWOOD 90262	OWNED	11722	10396
Y460	DPSS-CUDAHY AP DISTRICT OFFICE	8130 S ATLANTIC AVE, CUDAHY 90201	OWNED	30873	24212
A680	PUBLIC LIBRARY-CUDAHY LIBRARY	5218 SANTA ANA ST, CUDAHY 90201	LEASED	4396	3332
T405	AG COMM/WTS & MEAS-SOUTH GATE R.I.F. TRAILER	5525 E IMPERIAL HWY, SOUTH GATE 90280	OWNED	504	461
F322	PW FLOOD-IMPERIAL YARD OFFICE	5525 E IMPERIAL HWY, SOUTH GATE 90280	PERMIT	1440	1296
F325	PW FLOOD-IMPERIAL YARD OFFICE	5525 E IMPERIAL HWY, SOUTH GATE 90280	PERMIT	2600	2340
F326	PW FLOOD-IMPERIAL YARD OFFICE	5525 E IMPERIAL HWY, SOUTH GATE 90280	PERMIT	800	720
F328	PW FLOOD-IMPERIAL YARD SHOP OFFICE	5525 E IMPERIAL HWY, SOUTH GATE 90280	PERMIT	64	58
0055	PW ROAD-HOLLYDALE YARD TREE CREW OFFICE	11282 GARFIELD AVE, DOWNEY 90242	OWNED	1092	983
0051	PW ROAD-MAINTENANCE DISTRICT NO.4 OFFICE	11282 GARFIELD AVE, DOWNEY 90242	OWNED	3100	2790
6467	AG COMM/WTS MEAS-SOUTH GATE ADMINISTRATION	11012 GARFIELD AVE, SOUTH GATE 90280	OWNED	21902	15325
X998	LOS PADRINOS JUVENILE COURTHOUSE-1	7281 E QUILL DR, DOWNEY 90242	OWNED	47231	24470
A755	PUBLIC LIBRARY-ADMINISTRATION HEADQUARTERS	7400 E IMPERIAL HWY, DOWNEY 90242	FINANCED	68000	55733
4238	ANIMAL CONTROL #1-DOWNEY SHELTER ADMIN BLDG	11258 GARFIELD AVE, DOWNEY 90242	OWNED	4257	2772
1203	DHS-PUBLIC HEALTH FACILITIES BUILDING 801/302	12838 ERICKSON AVE, DOWNEY 90242	OWNED	19575	12170

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EXHIBIT A DEFINITIONS..... 1

EXHIBIT B LEGAL DESCRIPTION OF SITE 1

EXHIBIT C FORM OF SUBLEASE AGREEMENT..... 1

EXHIBIT D COMMUNITY BUSINESS ENTERPRISE FIRM 1

EXHIBIT E RENTAL PAYMENTS SCHEDULE..... 1

EXHIBIT F MEMORANDUM OF LEASE COMMENCEMENT AND TERMINATION
DATE..... 1

EXHIBIT G JANITORIAL SERVICES 1

EXHIBIT H WORK LETTER..... 1

EXHIBIT I ENVIRONMENTAL ASSESSMENT REPORTS 1

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

KUTAK ROCK LLP
201 South Lake Avenue
Suite 308
Pasadena, California 91101-3004
Attention: Sam S. Balisy, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER
TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND
TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES
PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

LEASE AGREEMENT

by and between

ICO VERMONT, LLC,
as Lessor

and

COUNTY OF LOS ANGELES,
as Lessee

Dated as of _____ 1, 2005

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease Agreement"), is made and entered into in duplicate original as of the ___ day of _____, 2005, by and between **ICO VERMONT, LLC**, a limited liability company organized and existing under the laws of the State of California (the "State") (with its successors and assigns, hereinafter referred to as the "Lessor"), and the **COUNTY OF LOS ANGELES**, a political subdivision of the State (with its successors and assigns, hereinafter referred to as the "Lessee") (capitalized terms not otherwise defined herein shall have the meanings set forth in Exhibit A hereto):

WITNESSETH:

WHEREAS, the Lessee acknowledges that the leasing, operation and maintenance of facilities to accommodate the functions of the Lessee's Department of Public Social Services is properly the Lessee's burden;

WHEREAS, the Lessee desires to lease an office building and accompanying parking facilities to house any one or more of the County's Department of Public Social Services (DPSS), Department of Children and Family Services (DCFS), Child Support Services Department (CSSD), Department of Mental Health (DMH), and/or programs (the "Programs") managed by the Lessee's Department of Public Social Services;

WHEREAS, the Lessor has rights to purchase certain real property, referred to herein as the Site, and desires to develop, construct, install and operate an office building, child care facilities, parking facilities and approximately 4,000 square feet of retail space (collectively with the furniture, fixtures and equipment described in the next paragraph referred to herein as the "Premises," as more particularly defined in Exhibit B hereto) and lease the same to the Lessee under the terms and provisions of this Lease Agreement;

WHEREAS, in addition to such office building, child care facilities and parking facilities, the Lessee desires and has requested the Lessor and the Lessor has agreed, to provide the Lessee with certain furniture, fixtures and equipment under this Lease Agreement (the "Furniture, Fixtures and Equipment");

WHEREAS, the Lessee has determined that the operation and maintenance of the Premises by the Lessor, and the Lessee's lease of the Premises from the Lessor, relieves a burden of the Lessee to operate and maintain such office building, child care facilities and parking facilities to accommodate the Lessee's Programs or any other lawful governmental administrative purpose of the Lessee (subject to applicable laws, rules, regulations and codes relating to same and any recorded restrictions or matter then affecting the Premises);

WHEREAS, as consideration for the Lessee's use and occupancy of the Premises, the Lessee agrees to make certain base rental payments ("Base Rent") and certain additional rental payments ("Additional Rent") to the Lessor during the term of this Lease Agreement;

WHEREAS, pursuant to a sublease agreement, substantially in the form of Exhibit C attached hereto, between the Lessee and ICO Vermont Retail, LLC ("ICO Retail"), an entity

related to the Lessor (the "Sublease Agreement"), the Lessee will sublease to ICO Retail the 4,000 square feet of retail space (the "Retail Space") subject to the terms contained in this Lease Agreement and the Sublease Agreement;

WHEREAS, the Lessee, the Lessor and The Community Redevelopment Agency of the City of Los Angeles, California, a redevelopment agency organized and existing under the laws of the State (the "Issuer"), will provide for the Issuer to issue its Lease Revenue Bonds, Series 2005 (Vermont-Manchester Social Services Project) (the "Series 2005 Bonds") pursuant to the terms and provisions of an Indenture of Trust (the "Indenture"), among the Issuer, the Lessor and the Trustee in an aggregate amount sufficient to fund the costs of acquiring, developing, constructing, equipping and furnishing the Premises;

WHEREAS, pursuant to the Indenture or an assignment agreement, the Lessor will transfer substantially all of its right, title and interest in and to this Lease Agreement, including the right to receive payments of Base Rent and Additional Rent due hereunder, to the Trustee for the benefit of the registered owners of the Series 2005 Bonds;

WHEREAS, the Trustee shall undertake such responsibilities as are assigned to the Trustee pursuant to the Indenture and the Assignment Agreement; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Lease Agreement do exist, have happened and have been performed in due time, form, and manner as required by law, and the parties hereto are duly authorized to execute and enter into this Lease Agreement.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises contained in this Lease Agreement, the Lessor and the Lessee agree as follows:

Section 1. Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Lessor as follows:

(a) ***Due Organization and Existence.*** The Lessee is a political subdivision of the State, duly organized and validly operating as such under the Constitution and laws of the State.

(b) ***Authorization, Enforceability.*** The Constitution and laws of the State authorize the Lessee to enter into this Lease Agreement and to enter into the transactions contemplated by and to carry out its obligations under this Lease Agreement, and the Lessee has duly authorized the execution and delivery of this Lease Agreement. This Lease Agreement constitutes a legal, valid and binding obligation of the Lessee, enforceable in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) ***No Violations.*** None of the execution and delivery of this Lease Agreement, the fulfillment of or compliance with the terms and conditions hereof, or the

consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee.

(d) ***Execution and Delivery.*** The Lessee has taken all actions required to authorize and execute this Lease Agreement in accordance with the Constitution and laws of the State and all acts, conditions and things required by the Constitution and statutes of the State to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery by the Lessee of this Lease Agreement, do exist, have happened and have been performed in due time, form and manner as required by law.

Section 2. Representation, Covenants and Warranties of the Lessor. The Lessor represents, covenants and warrants to the Lessee as follows:

(a) ***Due Organization and Existence; Authorization, Enforceability.*** The Lessor is a limited liability company duly organized, existing and in good standing under and by virtue of the laws of the State, and has the full power to enter into this Lease Agreement and to enter into the transactions contemplated by and to carry out its obligations under this Lease Agreement; is possessed of full power to own and hold real and personal property, and to lease the same; and the Lessor has duly authorized the execution and delivery of this Lease Agreement. This Lease Agreement constitutes a legal, valid and binding obligation of the Lessor, enforceable in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(b) ***No Violations.*** None of the execution and delivery of this Lease Agreement, the fulfillment of or compliance with the terms and conditions hereof, or the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of the limited liability operating agreement of the Lessor (the "Lessor Formation Documents") or provisions of any restriction or any agreement or instrument to which the Lessor is now a party or by which the Lessor is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessor.

(c) ***Execution and Delivery.*** The Lessor has taken all actions required to authorize and execute this Lease Agreement in accordance with the Lessor Formation Documents of the Lessor and laws of the State and all acts, conditions and things required by the Lessor Formation Documents of the Lessor and laws of the State to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery by the Lessor of this Lease Agreement, do exist, have happened and have

been performed in due time, form and manner as required by the Lessor Formation Documents of the Lessor and by law.

(d) *Covenants with Respect to the Site.* The legal description of the Site attached as Exhibit B to this Lease Agreement includes the following areas which are presently owned and/or dedicated to the City of Los Angeles:

(i) A portion of Vermont Street frontage road adjacent of the westerly property boundary of the Site extending between 83rd and 84 Street that is approximately 30.5 feet wide and approximately 378 feet long, covering a total area of approximately 11,529 square feet (the "Vermont Frontage Road");

(ii) The alley bisecting the Site extending north and south between 83rd Street and 84th Street that is approximately 17 feet wide and approximately 376.85 feet long, covering a total area of approximately 6,508 square feet (the "North/South Alley");

(iii) A portion of the alley that extends easterly from the North/South Alley for approximately 150 feet and is approximately 17 feet wide, covering a total area of approximately 2,550 square feet (the "East/West Alley").

Prior to the execution and delivery of this Lease Agreement, the Lessor has made application to the City of Los Angeles for the permanent vacation of the Vermont Frontage Road, the North/South Alley and the East/West Alley. The Lessor shall use its best efforts to cause such application to be granted prior to Substantial Completion. In the event that such application has not been granted prior to the commencement of construction of the Office Building and Parking Structure, the Lessor shall obtain from the City of Los Angeles an encroachment permit or other license or permit to construct the Office Building and Parking Structure on the Site, including the Vermont Frontage Road, the North/South Alley and the East/West Alley. In connection with the foregoing, the Lessor shall execute and cause to be recorded against title to the Site such covenants and other undertakings as shall be reasonably required by the City of Los Angeles.

Notwithstanding the Lessor's covenant to secure the vacation of the Vermont Frontage Road, the North/South Alley and the East/West Alley, the Lessee's obligations under this Lease Agreement shall be conditioned upon the approval of such street and alley vacations by the City of Los Angeles and the Site having no encumbrance that would impair the Lessee's rights hereunder.

Section 3. Lease of Premises; Sublease of Retail Space.

(a) *Lease of Premises.* The Lessor, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Lessee, and upon the following terms and conditions, hereby leases to the Lessee, and the Lessee hereby hires and takes of and from the Lessor, the Premises; *provided, however,* that the Lessor and the Lessee may, prior to the Lease Commencement Date, amend, modify or change the Premises subject to the provisions of the Work Letter. The Lessee hereby agrees to pay the Base Rent and the Additional Rent

as provided herein for the use and occupancy of the Premises, all on the terms and conditions set forth herein.

(b) ***Sublease of Retail Space.*** The Lessee agrees to sublease the Retail Space to ICO Retail pursuant to the terms of the Sublease Agreement. The term of the Sublease Agreement shall commence on the Lease Commencement Date and shall terminate thirty (30) years after the Lease Commencement Date. So long as ICO Retail is not in default under the Sublease Agreement, ICO Retail shall have the option to renew the Sublease Agreement for an additional term of nine (9) years. ICO Retail shall notify the Lessee in writing not less than twelve (12) months prior to expiration of the Sublease Agreement of ICO retail's intention to exercise such option. ICO Retail shall deliver to the Lessee a written instrument evidencing the actual exercise of the option granted herein. Upon the giving of such notice of exercise, the Sublease Agreement shall automatically be extended for an additional term of nine (9) years and no further instrument of extension need be executed. In the event that ICO Retail fails to give notice of its intention to exercise its option to renew the Sublease Agreement as herein provided, the Sublease Agreement shall automatically terminate at the end of the original lease term and ICO Retail shall have no further right or option to extend the Sublease Agreement.

In the event the Lessee purchases the Lessor's interest in the Premises pursuant to Section 20 hereof prior to the end of the Lease Term, the Lessee agrees that such purchase shall be subject to the Sublease Agreement. Following the expiration or earlier termination of the Sublease Agreement, the Lessee may convert the Retail Space to any other use and shall have no obligation to maintain the Retail Space in the same condition or manner as such Retail Space was maintained by ICO Retail. The rental for the Retail Space shall be as set forth in the Sublease Agreement and shall include (i) a base rental rate established to provide the Lessee with a return of 100% of the value of the Retail Space, which value is equal to the portion of the cost of the Site, the development costs of the Office Building and Parking Structure, and the costs of constructing the Office Building and the Parking Structure reasonably allocable to the Retail Space, and (ii) an additional rental component pursuant to which ICO Retail will reimburse the Lessee for all Operating Costs reasonably allocable to the Retail Space.

Section 4. Term. The term of this Lease Agreement (the "Lease Term") begins on the Lease Commencement Date and shall terminate on the Lease Termination Date, or at such earlier time as (a) the Bonds shall have been paid or provision for their payment shall have been made in accordance with the provisions of this Lease Agreement and the Indenture; (b) the Lessor's interest in the Leased Premises is purchased by Lessee pursuant to Section 20 hereof, or (c) the Premises, or so much thereof as to render the remainder of the Premises unusable, shall be taken by eminent domain in accordance with Section 18 hereof. If on the Lease Termination Date (other than a Lease Termination Date as a result of a default by the Lessee), (i) the Bonds shall not be fully paid, or provision therefor made in accordance with of the Indenture, and/or (ii) the Indenture shall not be discharged by its terms as a result of the Base Rent payments hereunder being abated at any time during the Lease Term as a result of an Abatement Event, then in each such event, the Lease Termination Date shall not occur and the Lease Term shall be automatically extended for a period of time equal to the time period from and after the expiration of loss of business income insurance described in Section 19(b)(iv) hereof until the date upon

which all Bonds shall be fully paid, or provision therefor made, and the Indenture shall be discharged by its terms, except that the Lease Term shall in no event be extended more than 10 years beyond the Lease Termination Date specified in paragraph (a) of the definition thereof.

Section 5. Transfer of Title. Upon payment of all Base Rent, Additional Rent and other expenses required by Section 6 hereof when due as of the Lease Termination Date, all right, title and interest of the Lessor in the Premises shall terminate and shall be transferred directly to and vested in the Lessee or, at the option of the Lessee, to any assignee or nominee of the Lessee of whom Lessor is notified in writing, in accordance with the provisions of this Lease Agreement and this Lease Agreement shall terminate as to the Premises. In furtherance of the foregoing, any instrument of conveyance shall conclusively be deemed to be sufficient if it is in the form of a grant deed or other evidence terminating the Lessor's right, title and interest in the Premises. From and after the Lease Termination Date, the Lessor shall be fully released from any liability thereafter accruing under this Lease Agreement, except for those obligations that expressly survive the termination of the Lease Agreement.

Section 6. Rental Payments, Operating Costs, Expense Pass-throughs and Consideration.

(a) **Base Rent.** The Lessee hereby agrees, subject to the provisions of Section 9 hereof, to pay Base Rent, as set forth in Exhibit E hereto, for the use and occupancy of the Premises during the Lease Term. The Base Rent shall be payable monthly in advance on the first day of each and every month commencing on the Lease Commencement Date and continuing thereafter throughout the Lease Term, without prior demand, offset or deduction (except as otherwise expressly provided herein); *provided, however,* that, the Base Rent shall not be deemed delinquent and the Lessee shall not be in default hereunder so long as such Base Rent is paid by the fifteenth (15th) day of the month in which such Base Rent is due. If the Lease Commencement Date occurs on a date other than the first day of a month, then the amount of the first Base Rent payment shall be prorated based on the actual number of days remaining in the month in which the Lease Commencement Date occurs. If any date on which a Base Rent payment is originally due under this Lease Agreement is not a Business Day (without regard to the fifteen (15) day grace period described above), then such Base Rent payment shall be due and payable on the next succeeding Business Day. Notwithstanding anything to the contrary contained herein, the Lessor and Lessee covenant and agree to complete or amend the information contained in Exhibit E hereto in order to determine the Base Rent and Additional Rent, as described in this subsection (a) and subsection (b) of this Section, prior to the date of issuance of the Series 2005 Bonds. The Lessee shall not be required to make any Base Rent payment in the final Lease Year, but only if there are amounts held by the Trustee in the Reserve Fund established pursuant to the Indenture sufficient to pay the remaining principal of and interest on the Bonds to the final maturity date of the Bonds and the Lessee is not in default under this Lease Agreement.

(b) **Additional Rent.** In addition to the Base Rent set forth in subsection (a) of this Section, commencing on the Lease Commencement Date and continuing thereafter throughout the Lease Term, the Lessee hereby agrees, subject to the provisions of Section 9 hereof, to pay as Additional Rent for the use and occupancy of the Premises,

Operating Costs, Expense Pass-throughs, the Lessor's Deferred Development Fee and contributions to the Renewal and Replacement Fund, as set forth in this Section during the Lease Term.

(c) ***Operating Costs.*** Commencing on the Lease Commencement Date and continuing throughout the Lease Term, the Lessee shall pay Operating Costs in monthly installments based upon the Lessor's estimates as further provided in this subsection (c). The Lessor and the Lessee hereby agree that the Estimated Operating Costs for the Base Year shall be as projected on Exhibit E hereto. The Estimated Operating Costs shall be payable monthly by the Lessee in 12 equal monthly installments, in advance, on the first day of each and every month during the Lease Term commencing on the Lease Commencement Date and continuing thereafter throughout the Lease Term; *provided, however,* that this component of Additional Rent shall not be deemed delinquent and the Lessee shall not be in default hereunder so long as such component of Additional Rent is paid by the fifteenth (15th) day of the month in which such component of Additional Rent is due. If the Lease Commencement Date occurs on a date other than the first day of a month, the Lessee agrees to pay the Lessor on the Lease Commencement Date an amount for Estimated Operating Costs equal to the initial monthly installment for Estimated Operating Costs prorated based on the number of days actually remaining in the month in which the Lease Commencement Date occurs. If any date on which a payment for Estimated Operating Costs is originally due under this Lease Agreement is not a Business Day (without regard to the fifteen (15) day grace period described above), such payment shall be due on the next succeeding Business Day.

(i) In the event that in any Lease Year amounts received and/or to be received from the Lessee hereunder as Additional Rent for the payment of Property Taxes, Utility Costs and Insurance Premiums in such Lease Year with respect to the Premises are determined by the Lessor or the Trustee to be or will be insufficient to pay the next installments of Property Taxes, Utility Costs and Insurance Premiums, the Lessor shall direct the Trustee to withdraw the amount of such deficiency from the Renewal and Replacement Fund. Concurrently with the delivery of such direction to the Trustee, the Lessor shall provide the Lessee with a written statement identifying the amount of the deficiency and providing reasonably detailed documentation of such deficiency and requesting the Lessee to pay such deficiency as a component of Additional Rent no later than thirty (30) days following the receipt of such written statement. Upon receipt of such payment from the Lessee, the Trustee shall deposit such payment into the Renewal and Replacement Fund.

(ii) In the event that in any Lease Year amounts received and/or to be received from the Lessee hereunder as Additional Rent for the payment of the Estimated Operating Costs of the Premises (other than Property Taxes, Utility Costs and Insurance Premiums, which shall be governed by subsection (c)(i) of this Section) are determined by the Lessor to be or will be insufficient to pay such Estimated Operating Costs, the Lessor may submit a written statement to the Lessee requesting that the amount of Additional Rent payable hereunder for the Operating Costs of the Premises (other than Property Taxes, Utility Costs and

Insurance Premiums, which shall be governed by subsection (c)(i) of this Section) be increased to an amount sufficient to pay such Estimated Operating Costs. Such written statement from the Lessor shall identify the line-item of Estimated Operating Costs which have increased from the amounts set forth in the most recent statement of Estimated Operating Costs, provide any supporting documentation reasonably evidencing such increase in Operating Costs and provide a revised statement of Estimated Operating Costs for the then-current Lease Year.

(iii) Lessee, in its sole discretion, may either agree to pay the increased Operating Costs in conformity with the revised statement of Estimated Operating Costs for the remainder of the current Lease Year or the Lessee shall within thirty (30) days of the receipt of the revised statement of Estimated Operating Costs provide a written statement to the Lessor identifying the Lessee's objections to such statement. The Lessor may thereafter submit a revised written statement to the Lessee. Nothing herein shall obligate the Lessee to pay any additional amounts for Operating Costs (other than Property Taxes, Utility Costs and Insurance Premiums in the manner set forth herein) in excess of the statement of Estimated Operating Costs for the current Lease Year, unless expressly agreed to in writing by the Lessee.

(iv) No later than ninety (90) days after the conclusion of the Base Year and each subsequent Lease Year during the Lease Term, the Lessor shall furnish to the Lessee a statement of the Actual Operating Costs for the Premises for the Base Year and each subsequent Lease Year. The statement shall be prepared, signed, and certified to be correct by a duly authorized representative of the Lessor. If the Actual Operating Costs are in excess of the Estimated Operating Costs paid by the Lessee as a component of Additional Rent during the Base Year or each subsequent Lease Year, the Lessee shall within thirty (30) days after the receipt of such statement pay to the Lessor the difference between the Estimated Operating Costs paid by the Lessee and the Actual Operating Costs. If the Actual Operating Costs are less than the Estimated Operating Costs paid by the Lessee during the Base Year or each subsequent Lease Year, the Lessor shall credit any such excess to the Lessee's obligation to pay Estimated Operating Costs during the following Lease Year. Any failure by the Lessor in delivering any statement of the Actual Operating Costs for a Lease Year will not constitute a waiver of its rights to collect Estimated Operating Costs for any subsequent Lease Year nor will it relieve the Lessee of its obligations to pay Estimated Operating Costs as set forth in this Section. Notwithstanding the preceding sentence, in the event the Lessor fails to deliver a statement of Actual Operating Costs within one hundred twenty (120) days after the conclusion of the Base Year and each subsequent Lease Year during the Lease Term, the Lessee, in its sole and absolute discretion, may elect to withhold payment to the Lessor of the management fee due to the Lessor pursuant to subsection (c)(iv)(H) of this Section until such time as the Lessee has received the delinquent statement of Actual Operating Costs. Upon receipt of the delinquent statement of Actual Operating Costs, the Lessor

shall be entitled to receive any management fees withheld by the Lessee pursuant to this paragraph.

The Lessor shall keep at its offices full, accurate and separate books of account covering the Lessor's Actual Operating Costs, and the statement to the Lessee shall accurately reflect the total Actual Operating Costs. The books of account shall be made available by the Lessor at its offices for a period of at least 48 months after the expiration of each Lease Year during the Lease Term. The Lessee shall have the right upon reasonable prior written notice to the Lessor and for a period of 48 months after the end of the Lease Term to inspect the books of account. Within 24 months after the end of each Lease Year, the Lessee shall also have the right upon reasonable prior written notice to the Lessor and its sole cost and expense (except as provided further herein) to complete or cause to be completed an audit of the Lessor's Actual Operating Costs for any such Lease Year by third-party accountants or consultants experienced in the operations of similar office buildings, selected by the Lessee; *provided, however*, that the Lessor shall only be responsible for the reasonable cost of such audit if the Actual Operating Costs certified by the Lessor during a Lease Year are more than 5% greater than the audited Actual Operating Costs. Such audit cost shall include normal and customary charges for third-party accountants and consultants performing such audit and the Lessor's liability for such charges shall not exceed \$5,000 per audit. In the event the Actual Operating Costs paid by the Lessee during any Lease Year exceed the audited Actual Operating Costs for such Lease Year, the Lessor shall credit all excess amounts paid by the Lessee for such Lease Year to the account of the Lessee to offset the Lessee's obligation to pay Estimated Operating Costs during the following Lease Year. In the event the Actual Operating Costs paid by the Lessee during any Lease Year are less than the audited Actual Operating Costs for such Lease Year, the Lessee shall pay the Lessor the amount of such discrepancy within thirty (30) days after the date of completion of the audit or inspection.

The Lessee shall have the right, at its sole cost and expense, during regular business hours, to request and complete an audit of the books and records of the Trustee relating to the Bonds and the financing of the Premises.

The Lessee reserves the right upon reasonable notice to the Lessor to request that the Lessor's books of account be maintained according to generally accepted accounting principles and the Lessee agrees to pay any and all costs associated with the Lessor's compliance with such request, including the costs of audits necessary to insure compliance with generally accepted accounting principles, as may be reasonable and customary for properties similar to the Premises within the community in which the Premises are located.

If the Lessee objects to any statement of Actual Operating Costs submitted to the Lessee by the Lessor, the Lessee shall within thirty (30) days of the receipt of the statement provide a written statement to the Lessor identifying the Lessee's objections to the statement; *provided, however*, that such time limit shall not limit

the Lessee's right to audit the Lessor's books of account pursuant to the terms and conditions set forth above, except for those matters resolved pursuant to mediation under this Lease Agreement. Both parties shall attempt to resolve the conflict by good faith negotiation. However, if the Lessor and the Lessee are not able to negotiate a resolution of the conflict within thirty (30) days after the Lessee has given the Lessor written objection to the statement despite their good faith attempts to do so, then the dispute shall be submitted to mediation in compliance with Section 24(m) hereof.

No later than thirty (30) days prior to the end of the Base Year and each subsequent Lease Year thereafter during the Lease Term, the Lessor shall furnish to the Lessee a statement of the Estimated Operating Costs for the Premises for the next succeeding Lease Year and the monthly payments required to be made by the Lessee during such Lease Year. If the Lessee objects to any statement of Estimated Operating Costs submitted to the Lessee by the Lessor, the Lessee shall within fifteen (15) days of the receipt of the statement provide a written statement to the Lessor identifying the Lessee's specific objections to the statement. If the Lessee fails to object to the Estimated Operating Costs within such fifteen (15) day period, then it shall conclusively be deemed to have waived its right to do so and the Lessee shall pay Estimated Operating Costs based on such statement. Both parties shall attempt to resolve the conflict by good faith negotiation. If the Lessor and the Lessee are not able to negotiate a resolution to the conflict within fifteen (15) days after the Lessee has given the Lessor written objection to the statement despite their good faith attempts to do so, then the dispute shall be submitted to mediation in compliance with Section 24(m) hereof. Until such time as a final determination is rendered in such mediation, the Estimated Operating Costs for the next succeeding Lease Year shall be the same as the preceding Lease Year and the Lessee agrees and covenants to pay such Estimated Operating Costs in the manner provided in this subsection (c).

Operating Costs for each and every Lease Year during the Lease Term include, without limitation, the costs of providing or performing the following:

(A) maintenance and repair, but not replacement of, the heating, ventilation, air conditioning, plumbing and electrical systems, life safety equipment, telecommunication and other equipment furnished by the Lessor, elevators and fire detection systems, including sprinkler system, and replacement of regularly scheduled replacement components within such system, e.g., light bulbs, filters, belts, etc.;

(B) trash disposal;

(C) Janitorial Services;

(D) Insurance Premiums paid or incurred for the insurance policies maintained by the Lessor pursuant to Section 19 hereof;

(E) Property Taxes, assessments and fees (other than those due as a result of the transfer of the Premises by the Lessor to any party other than the Lessee) which are levied upon the use or ownership of the Premises; *provided, however*, that the Lessee shall remain responsible for all of such taxes, assessments and fees in the event the Lessee assigns this Lease Agreement or subleases the Premises as provided herein; *provided, further*, that such taxes, assessments and fees shall not include (1) any taxes accruing that are abated pursuant to Section 9 hereof; (2) any taxes attributable to alterations and/or improvements to the Premises without the prior written consent of the Lessee; or (3) any tax increase attributable to a transfer of ownership without the Lessee's written consent, which increase shall thereafter remain the liability of the Lessor;

(F) Utility Costs, including water, sewer, gas and electricity charges of every kind and nature and other publicly mandated services to the Premises;

(G) management fees incurred by the Lessor in connection with the carrying out of this Lease Agreement and the compliance with the terms hereof, *provided, however* that such management fees for each of the first five Lease Years shall be equal to 3% of the Rental Payments required to be paid by the Lessee in each such Lease Year, and thereafter during the remaining Lease Term shall be equal to 4% of the Rental Payments required to be paid by the Lessee during each subsequent Lease Year or market rates for management of similar properties within the area, if less;

(H) cost of salaries, accrued vacation, insurance and benefits, and the employer's portion of payroll taxes, and a third-party payroll processing fee not to exceed 5% of payroll for all persons employed in connection with the operation and maintenance of the Premises (minus the pro-rata portion of such costs allocable to any time spent by such employees on matters other than the Premises, such pro-rata costs to be detailed (as projected) in Estimated Operating Costs, subject to the Lessee's prior approval); and

(I) cost of Workers' Compensation Insurance (and, when required by law, compulsory Non-Occupational Disability Insurance) for all persons employed in connection with the operation and maintenance of the Premises (minus the pro-rata portion of such costs allocable to any time spent by such employees on matters other than the Premises, such pro-rata costs to be detailed (as projected) in Estimated Operating Costs, subject to the Lessee's reasonable prior approval).

Notwithstanding anything herein to the contrary, the Lessee reserves the right to challenge the Lessor's Operating Costs, to the extent such Operating Costs are not commercially reasonable for properties similar to the Premises

within the City of Los Angeles consistent with Building Owners and Managers Association standards. The Lessor covenants and agrees to require that the Lessee shall be named as a third-party beneficiary with respect to any contract or agreement for the management, maintenance and operation of the Premises.

Operating Costs shall not include the following costs:

- (A) depreciation of the Premises;
- (B) legal and consulting fees and other costs incurred in connection with negotiations or disputes with present or prospective tenants or other occupants of the Premises;
- (C) the cost of any capital improvements made to the Premises without the Lessee's written consent;
- (D) rentals and other related expenses incurred in leasing air conditioning systems, elevators or other equipment ordinarily considered to be of a capital nature except equipment not affixed to the Premises which is used in providing the Janitorial Services;
- (E) any other expenses which, in accordance with generally accepted accounting principles, consistently applied, would not normally be treated as operating expenses by landlords of comparable Type or Type II, Class A buildings in the City of Los Angeles;
- (F) fees relating to any ground leases;
- (G) the costs associated with the remediation or mitigation of Hazardous Substances, except to the extent that the presence of such Hazardous Substances is attributable to actions or omissions of the Lessee or Lessee's agents, employees, subtenants, invitees, guests or contractors (but excluding the Lessor and Lessor's agents, employees, contractors, consultants or subcontractors), which shall be paid solely by the Lessee;
- (H) replacement of the heating, ventilation, air conditioning, plumbing and electrical systems, life safety equipment, telecommunication and other equipment furnished by the Lessor, elevators and fire detection systems, including sprinkler system, the roof or other capital items;
- (I) replacement of the Furniture, Fixtures and Equipment;
- (J) except as otherwise expressly provided herein:
 - (1) cost of gross salary and wages, payroll taxes, insurance, worker's compensation, pension benefits and any other benefits of the Lessor's supervisory and office personnel;

- (2) general accounting and reporting services, as such services are considered to be within the reasonable scope of the Lessor's responsibilities to the Lessee, and except for such services with respect to the Premises as are permitted above;
 - (3) cost of forms, stationery, ledgers and other supplies and equipment used in the Lessor's office, except for such items as are specifically required for, or proprietary to, the Premises;
 - (4) cost or pro-rata cost of telephone and general office expenses incurred on the Premises by the Lessor for the operation and management of properties other than the Premises;
 - (5) cost or pro-rata cost of data processing equipment, whether located at the Premises or at the Lessor's office;
 - (6) cost or pro-rata cost of data processing provided by computer service companies;
 - (7) cost of all bonuses, incentive compensation, profit sharing or any pay advances to employees employed by the Lessor in connection with the operation and management of the Premises;
 - (8) cost of automobile purchases and/or rentals, unless and to the extent the automobile is being provided by or for the exclusive benefit of the Lessee;
 - (9) costs attributable to claims, losses and liabilities arising from (y) any breach of this Lease Agreement by the Lessor or (z) the negligence, recklessness, willful misconduct, fraud or criminal acts of the Lessor's employees, agents, contractors, subcontractors;
 - (10) costs for meals, travel and hotel accommodations for the Lessor's office personnel who travel to and from the Premises;
 - (11) cost of obtaining and maintaining such licenses and qualifications to do business in the State of California; and
 - (12) earthquake, terrorism, flood and mold insurance coverage, unless specifically requested by the Lessee as provided in subsection (d)(ix) of this Section.
- (K) costs, including permit, license and inspection costs, incurred in connection with the installation of tenant improvements for any tenant in the Premises or incurred in renovating or decorating vacant space for tenants of or other occupants of the Premises (provided,

however, that such costs shall constitute Expense Pass-throughs to the extent permitted under subsection (d)(ii) or (d)(iii) of this Section)

(L) costs of correcting defects in the initial design or construction of the Premises;

(M) brokerage commissions, space planning costs, finders' fees and attorney's fees incurred by Lessor in connection with leasing or attempting to lease space within the Premises; and

(N) any insurance deductibles attributable to claims or damages during the first Lease Year.

Notwithstanding anything herein to the contrary, the Lessor shall not establish or maintain a management office in the Office Building unless such office is expressly reasonably approved in writing by the Lessee; *provided however*, that Lessor is authorized to maintain an office in the Parking Structure (at no cost to Lessor) in a location reasonably acceptable to the Lessee.

(d) ***Expense Pass-Throughs.*** The Lessee covenants and agrees to pay to the Lessor as an additional component of Additional Rent hereunder all Expense Pass-throughs within thirty (30) days of the receipt of a statement from the Lessor providing reasonable detail of the nature and cost of such Expense Pass-through items. The following costs shall be deemed to be Expense Pass-throughs and shall be the sole responsibility of the Lessee:

(i) costs incurred in the performance by the Lessor of Janitorial Services in excess of those services provided pursuant to this Lease Agreement requested by the Lessee;

(ii) capital improvements and modifications to the Premises necessitated by changes in laws or required to comply with laws applicable to public buildings or facilities leased by public agencies following the Lease Commencement Date; *provided that*, in the event that the cost of such capital improvements and modifications described in this subsection (d)(ii) exceeds One Thousand Dollars (\$1,000), Lessee shall have the right to direct Lessor to apply amounts in the Renewal and Replacement Fund to pay such excess costs, to the extent of moneys available therein;

(iii) capital improvements and modifications approved by the Lessee after the Lease Commencement Date, including replacement (other than during the first Lease Year) of the heating, ventilation, air conditioning, plumbing and electrical systems, life safety equipment, telecommunication and other equipment, elevators and fire detection systems, including sprinkler system, the roof and other capital items;

(iv) costs incurred by the Lessor as a result of a breach by the Lessee of any covenants and agreements contained in this Lease Agreement which are agreed to by, or imposed upon, the parties or pursuant to mediation or judgment;

(v) costs of obtaining extended warranties on certain equipment or components of the Tenant's Improvements, as available from the manufacturer of the same, at the option of the Lessee;

(vi) cleaning, repairing and replacing the Furniture, Fixtures and Equipment;

(vii) the shortfall in investment earnings on amounts deposited into the Reserve Fund for the Bonds (determined after setting aside excess earnings to be rebated to the United State of America), which investment earnings will be added to the Lessee's Base Rent to pay the principal of and interest on the Bonds; provided, however, the Lessee's obligations pursuant to this clause (vii) shall not exceed the amount of investment earnings (determined after setting aside excess earnings to be rebated to the United State of America) projected to be earned on amounts deposited in the Reserve Fund for the Bonds. The Lessor shall provide the Lessee with an estimate of the projected investment earnings (determined after setting aside excess earnings to be rebated to the United State of America) upon the issuance of the Bonds and which investment earnings the Lessor and the Lessee hereby agree are to be applied to supplement the Lessee's Base Rent payment to pay the principal of and interest on the Bonds. The Lessee shall not be obligated to make up any shortfall in investment earnings (determined after setting aside excess earnings to be rebated to the United State of America) attributable to the Lessor's or the Trustee's negligence or willful misconduct. Immediately upon receipt of a written demand from the Trustee, but not more frequently than once every six months, the Lessee shall pay the amount indicated by the Trustee to be the shortfall in investment earnings on the amounts deposited in the Reserve Fund;

(viii) the Issuer's and Trustee's Extraordinary Costs;

(ix) premiums incurred by the Lessor for earthquake, terrorism, flood and mold insurance specifically requested in writing by the Lessee during the Lease Term;

(x) the cost of providing security services for the Premises by the Lessor specifically requested by in writing by the Lessee and setting forth the nature of the security services to be provided by the Lessor; and

(xi) any insurance deductibles attributable to claims or damages after the first Lease Year, subject to the Lessee's rights to apply amounts on deposit in the Renewal and Replacement Fund for such insurance deductibles pursuant to Section 7(b) hereof.

Except with respect to the Expense Pass-throughs identified in clauses (vii) and (viii) of this subsection (d), if the Lessee objects to either the nature or amount of the Expense Pass-throughs, the Lessee shall provide a written statement of such objection to the Lessor within thirty (30) days of the receipt of the Lessor's statement of the Expense Pass-throughs. If the Lessee fails to provide a written statement of objection to the Lessor within such thirty (30) day period, the Lessee shall be deemed to have waived its right to so object. The Lessee and the Lessor shall attempt to resolve the conflict by good faith negotiation. In the event that the Lessee and the Lessor are not able to resolve the conflict within thirty (30) days after the Lessee has given the Lessor written objection to the statement despite their good faith efforts to do so, the dispute shall be submitted to mediation in compliance with Section 24(m) hereof.

(e) ***Lessor's Deferred Development Fee.*** The Lessee and the Lessor have determined that it would be in the best interests of the Lessee to defer payment of a portion of the Lessor's development fee and to pay such deferred portion over the Lease Term to ensure the Premises were designed and constructed in accordance with the Lessee's requirements. The Lessee hereby agrees, subject to the provisions of Section 9 hereof, to pay the Lessor's Deferred Development Fee, as set forth in Exhibit E hereto, during the Lease Term. The Lessor's Deferred Development Fee shall be payable monthly in advance on the first day of each and every month commencing in the second Lease Year and continuing thereafter throughout the Lease Term, without prior demand; *provided, however,* that, the Lessor's Deferred Development Fee shall not be deemed delinquent and the Lessee shall not be in default hereunder so long as such Lessor's Deferred Development Fee is paid by the fifteenth (15th) day of the month in which such Lessor's Deferred Development Fee is due. If any date on which a Lessor's Deferred Development Fee payment is originally due under this Lease Agreement is not a Business Day (without regard to the fifteen (15) day grace period described above), then such Lessor's Deferred Development Fee payment shall be due and payable on the next succeeding Business Day.

(f) ***Delinquent Rental Payments.*** Subject to the fifteen (15) day grace period provided in Section 6(a) hereof, if payment of any installment of Base Rent or Additional Rent is not paid when due, the Lessee shall pay the Lessor an amount equal to the lost interest earnings on amounts withdrawn from the Reserve Fund or the Renewal and Replacement Fund as a result of such delinquent Base Rent or Additional Rent payments. Such amounts received by the Lessor or any assignee of the Lessor shall be deposited in the Reserve Fund or the Renewal and Replacement Fund, as appropriate.

(g) ***Consideration.*** The Lessee and the Lessor have agreed and determined that the Rental Payments due under this Lease Agreement represent fair consideration for the beneficial use and occupancy, and the continued quiet use and enjoyment, of the Premises by the Lessee for and during each Lease Year. In making such determination, consideration has been given to the value of the Premises, other obligations of the parties under this Lease Agreement, the uses and purposes which may be served by the Premises and the benefits therefrom which will accrue to the Lessee and the general public by reason of the Lessee's use and possession of the Premises.

(h) ***Covenant to Budget and Annually Appropriate.*** The Lessee hereby covenants to take such action as may be necessary to include all Rental Payments due hereunder in its annual budget and to make the necessary annual appropriations for all such Rental Payments subject only to Section 9 hereof. The covenants on the part of the Lessee herein contained shall be deemed to be and shall be construed to be ministerial duties imposed by law and it shall be the ministerial duty of each and every public official of the Lessee to take such action and do such things as are required by law in the performance of such official duty of such officials to enable the Lessee to carry out and perform the covenants and agreements on the part of the Lessee contained in this Lease Agreement. The obligation of the Lessee to make Rental Payments does not constitute an obligation of the Lessee for which the Lessee is obligated to levy or pledge any form of taxation or for which the Lessee has levied or pledged any form of taxation. The obligation of the Lessee to make Rental Payments does not constitute indebtedness of the Lessee, the State or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

(i) ***No Withholding, Setoff or Counterclaim.*** Notwithstanding any dispute between the Lessee and the Lessor hereunder with respect to the Lessor's repair, maintenance and operation of the Premises, the Lessee shall make all Base Rent payments, Additional Rent payments under Section 6(c)(iv)(G) hereof, investment earnings shortfall payments under Section 6(d)(vii) hereof and Issuer's and Trustee's Extraordinary Costs payments under Section 6(d)(viii) hereof when due and shall not withhold any such payments pending the final resolution of such dispute or for any other reason whatsoever. The Lessee's obligation to make Base Rent payments, Additional Rent payments under Section 6(c)(iv)(G) hereof, investment earnings shortfall payments under Section 6(d)(vii) hereof and Issuer's and Trustee's Extraordinary Costs payments under Section 6(d)(viii) hereof in the amounts and on the terms and conditions specified hereunder shall be absolute and unconditional without any right of setoff or counterclaim, subject only to the provisions of Section 9 hereof and except as otherwise expressly provided herein.

(j) ***Detailed Statements.*** The Lessor shall, on a monthly basis, provide the Lessee with a breakdown of the components of the Rental Payments payable hereunder. The Lessor shall provide, or cause the Trustee to provide, monthly, quarterly and annual statements to the Lessee reflecting the application of the Rental Payments to the various components described in this Lease Agreement and the Indenture. The Lessor shall cause the Trustee to provide to the Lessee all statements furnished to the Issuer or the Lessor pursuant to the Indenture.

Section 7. Funds and Reserves.

(a) ***Revenue Fund.*** The Lessor shall establish or cause to be established by the Trustee and held in trust under the Indenture a separate fund designated as the "Revenue Fund" into which all Rental Payments owed hereunder shall be deposited and applied as provided in the Indenture.

(b) **Renewal and Replacement Fund.** The Lessor shall establish or cause to be established by the Trustee and held in trust under the Indenture a separate fund designated as the "Renewal and Replacement Fund" (the "Renewal and Replacement Fund"). As a component of Additional Rent due under this Lease Agreement, the Lessee agrees to pay to the Trustee an amount equal to \$0.05 per Rentable Square Foot of Office Space per month commencing in the second Lease Year and continuing thereafter throughout the Lease Term as shown on Exhibit E hereto for deposit into the Renewal and Replacement Fund. Amounts payable hereunder for deposit into the Renewal and Replacement Fund shall be due and payable at the same time and in the same manner as Base Rent. All interest earnings and income on amounts on deposit in the Renewal and Replacement Fund shall be retained therein. Amounts on deposit in the Renewal and Replacement Fund shall be applied by the Lessor to fund the repair, refurbishment or replacement of the Premises not otherwise funded from any other sources pursuant to this Lease Agreement. The Lessor shall notify the Lessee in writing of any proposed disbursement or application of amounts on deposit in the Renewal and Replacement Fund and obtain the Lessee's written consent to such disbursement or application, which consent shall not be unreasonably delayed, conditioned or withheld by the Lessee. If the Lessee fails to deliver a written approval of such proposed disbursement or application of funds in the Renewal and Replacement Fund within thirty (30) days of the Lessor's delivery of notice to the Lessee outlining the Lessee's basis for such disapproval, then the disbursement or application of such funds shall be deemed to be disapproved by the Lessee. In addition to the above uses of the amounts on deposit in the Renewal and Replacement Fund, such amounts may be, with the prior written consent of the Lessee, applied to pay any deficiency in amounts available to pay Property Taxes, Utility Costs and Insurance Premiums, as provided in Section 6(c)(i) hereof to the extent sufficient amounts are on deposit in the Renewal and Replacement Fund. With the prior written approval of the Lessee, amounts on deposit in the Renewal and Replacement Fund may be applied to the payment of any insurance deductible required to be paid by the Lessee with respect to the insurance maintained pursuant to Section 19 hereof. The Trustee shall invest all amounts on deposit in the Renewal and Replacement Fund as provided in the Indenture; provided, however, that upon written notice to the Lessor and the Trustee, the Lessee may elect, at any time or from time to time, to direct the investment of amounts on deposit in the Renewal and Replacement Fund, or any portion thereof, subject to the terms and provisions of the Indenture. On the Lease Termination Date, all amounts on deposit in the Renewal and Replacement Fund shall be transferred to, and shall become the sole property of, the Lessee. The Lessee does not reasonably expect to apply amounts on deposit in the Renewal and Replacement Fund for the payment of Base Rent due hereunder.

(c) **Project Fund.** The Lessor shall establish or cause to be established by the Trustee and held in trust under the Indenture a separate fund designated as the "Project Fund" (the "Project Fund") to be maintained in accordance with the Indenture. In addition, the Lessor shall establish or cause to be established separate accounts within the Project Fund designated as the "Project Construction Costs Account," and the "Tenant Improvements and Furniture, Fixtures and Equipment Account." Proceeds of the Bonds shall be deposited in each of such accounts within the Project Fund and maintained in accordance with the Indenture. The parties agree that funds on deposit in the Tenant

Improvements and Furniture, Fixtures and Equipment Account shall not be applied for Base Improvements Costs, unless the Lessor has obtained the Lessee's prior written consent to such use.

(d) **Reserve Fund.** The Lessor shall establish or cause to be established by the Trustee and held in trust under the Indenture a separate fund designated as the "Reserve Fund" (the "Reserve Fund") to be maintained in accordance with the Indenture. Proceeds of the Bonds shall be deposited in the Reserve Fund and maintained in accordance with the Indenture.

(e) **Operating and Maintenance Fund.** The Lessor shall establish or cause to be established by the Trustee and held in trust under the Indenture a separate fund designated as the "Operating and Maintenance Fund" (the "Operating and Maintenance Fund") to be maintained in accordance with the Indenture. In addition, the Lessor shall establish or cause to be established separate accounts within the Project Fund designated as the "Tax Account," the "Insurance Account," the "Issuer and Trustee Administrative Fees Account," the "Extraordinary Costs Reserve Account," the "Deferred Development Fee Account" and the "Operating Costs Account." Additional Rent shall be deposited in each of such accounts within the Operating and Maintenance Fund and maintained in accordance with the Indenture.

(f) **Insurance and Condemnation Proceeds Fund.** The Lessor shall establish or cause to be established by the Trustee and held in trust under the Indenture a separate fund designated as the "Insurance and Condemnation Proceeds Fund" (the "Insurance and Condemnation Proceeds Fund") to be maintained in accordance with the Indenture. Insurance and condemnation proceeds shall be deposited to the Insurance and Condemnation Proceeds Fund and used in accordance with the Indenture.

(g) **Capitalized Interest Fund.** The Lessor shall establish or cause to be established by the Trustee and held in trust under the Indenture a separate fund designated as the "Capitalized Interest Fund" (the "Capitalized Interest Fund") to be maintained in accordance with the Indenture. Proceeds of the Bonds shall be deposited to the Capitalized Interest Fund and used in accordance with the Indenture.

Section 8. Use of Premises.

(a) Limitations on Use of Premises.

(i) The Lessor agrees that the Premises (other than the Retail Space) shall be used by the Lessee as an office building, child care facility and parking structure for any governmental administrative purpose of the Lessee without restriction as to the days or hours of any such use (subject to applicable laws, rules, regulations and codes relating to same and any recorded restrictions or matter then affecting the Premises).

(ii) Subject to subsection (f) of this Section and applicable laws, rules, regulations and codes relating to same and any recorded restrictions or matter then affecting the Premises, the Lessee may use the Premises for any other lawful

purposes as the Lessee may desire. Not later than sixty (60) days prior to the change in use of the Premises, the Lessee shall notify the Issuer, the Lessor and the Trustee of such proposed change in use with sufficient information related to the change in use. Prior to the effective date of the Lessee's change in use under this subsection (a)(ii), the Lessee shall deliver or cause to be delivered to the Issuer, the Lessor and the Trustee a Favorable Opinion of Bond Counsel with respect to such change in use. All costs incurred by the Issuer, the Lessor, the Trustee and the Lessee in connection with any change in use permitted hereunder shall be paid by the Lessee prior to or concurrently with the effective date of such change in use including, without limitation, costs, fees and expenses (including reasonable attorneys' fees) in obtaining a Favorable Opinion of Bond Counsel.

(b) **Conduct of Operations.** The Lessee covenants to conduct its operations in such a manner as to keep the sidewalks, driveways, and passageways on or adjacent to the Premises, and the entrance and stairs to the Premises, clean and free of dirt, debris, obstacles, graffiti, and any substance or condition which would endanger persons using the sidewalks, driveways, or passageways; *provided, however*, that the Lessee's obligations under this subsection (b) shall not relieve the Lessor of its obligations to maintain and operate the Premises as provided in this Lease Agreement. The service entrance area of the Office Building (the "Service Area") serves as a common means of egress for the Lessor and the Lessee and other users of the Office Building. Other than an appropriate waste receptacle(s), and, subject to the Lessor's reasonable prior approval, containers for clean recyclable and returnable containers, the Lessee will not store or maintain any food, beverages, or other goods, supplies, materials or equipment of any kind in the Service Area of the Office Building.

(c) **Chemicals, Nuisance and Hazardous Substances.** The Lessee covenants not to injure, overload the capacity of the Facilities, or deface the Premises, nor permit on the Premises any inflammable fluids or chemicals (other than a limited amount of fluids and chemicals customarily used for cleaning purposes, unless the Lessor otherwise permits the same in writing) or any nuisance or emission therefrom of any objectionable noise or odor, nor permit any use of the Premises which is improper, offensive, contrary to law or ordinance, or liable to invalidate (or increase the premiums for) any insurance on the Premises or its contents or liable to render necessary any alterations or additions to the Premises. The Lessee shall not permit to be released on the Premises any Hazardous Substances and will comply with the provisions of Section 23(c) hereof. If for any reason the Lessee's use of the Premises results in an increase of the premiums for the insurance of the Lessor, the Lessee shall on demand reimburse the Lessor for all such insurance premium increases.

(d) **Safe and Sanitary Condition.** The Lessee covenants to keep the Premises in a safe and sanitary condition and to comply with and to keep the Premises in compliance with, all legal and insurance requirements now or hereafter existing and as required by the occupancy or use made of the Premises by the Lessee; *provided, however*, that the Lessee's obligations under this subsection (d) shall not relieve the Lessor of its obligations to maintain and operate the Premises as expressly provided in this Lease Agreement.

(e) **Misuse of Premises.** The Lessee shall not itself use or permit any other person to use the Premises, or any portion thereof, for any purposes which may materially damage or harm the Premises or any improvements on, or the image or attractiveness thereof, or for any improper, offensive or immoral use or purpose, or in any manner which shall constitute waste, nuisance or public annoyance. The Lessee shall conform to, and cause all persons using or occupying any part of the Premises to comply with, all public laws, ordinances and regulations from time to time applicable thereto and to operations thereon. The Lessee covenants and agrees that after the Lessee takes possession of the Premises and begins to use the Premises, the Lessee shall thereafter continuously and uninterruptedly use, occupy and do business in the whole of the Premises during the normal and customary business hours of governmental offices as are from time to time in effect. Nothing contained in this subsection (e) is intended to limit or restrict the Lessee's use of the Premises as provided in subsection (a) of this Section.

(f) **Employees, Agents, Invitees and Visitors.** The Lessee covenants not to permit any employees, agents, subtenants, invitees, or visitors of the Lessee to violate any covenant or obligation of the Lessee hereunder.

(g) **Tax Covenant.** The Lessee hereby covenants and agrees not to make any use of the Premises which would cause the Bonds to be "federally guaranteed" under Section 149(b) of the Code or "private activity bonds" as described in Section 141 of the Code or to take or omit to take any action which would result in the interest component of the Bonds being included in gross income of the owners thereof for federal income tax purposes. Other than this Lease Agreement, no other governmental obligations of the Lessee are being sold, entered into or issued at substantially the same time and sold pursuant to a common plan of financing which will be paid out of (or have substantially the same claim to be paid out of) substantially the same source of funds as the Base Rent. The Lessee does not expect that the Premises will be purchased and subsequently sold or otherwise disposed of before the last scheduled Base Rent payment due under this Lease Agreement. The Lessee has not created or established, and the Lessee does not expect that there will be created or established, any sinking fund, pledged fund or similar fund, including, without limitation, any arrangement under which money, securities or obligations are pledged directly or indirectly to secure the payment of the Base Rent. In the event that interest on the Bonds is determined to be includable in gross income of the owners thereof as a result of a breach by the Lessee of this covenant, the Lessee shall be solely responsible for the payment of any penalty or settlement amount and any increased cost associated with such interest being taxable. The Lessee covenants and agrees to execute and deliver a tax certificate concurrently with the issuance and delivery of the Bonds in form and substance reasonably satisfactory to permit bond counsel to opine that the interest with respect to the Bonds is excluded from gross income for federal income tax purposes.

(h) The Lessee shall not exceed the weight limitations for the Premises prescribed by the plans and specifications provided by the Lessor and shall locate safes and other heavy equipment or items in the Office Building so as to distribute weight in a manner suitable for the Premises. All damages to the Premises caused by the installation

or removal of any property of the Lessee, or done by a Lessee's property while on the Premises shall be repaired at the expense of the Lessee.

(i) The Lessor will not be responsible for lost or stolen personal property, money or jewelry from the Premises or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.

Section 9. Abatement. Following an Abatement Event, the Lessor shall, subject to the following sentence, diligently proceed to repair or replace the Premises to as nearly as possible the condition existing prior to the happening of the casualty. The Lessor and the Lessee hereby agree that the Lessor shall not be obligated to repair or replace the Premises to the extent (a) the Abatement Event arises from a casualty against which the Lessor is not obligated to provide insurance coverage pursuant to Section 19 hereof or (b) the cost to repair or replace the Premises exceeds available insurance proceeds under insurance policies which have been maintained pursuant to Section 19 hereof. To the extent an Abatement Event causes the entire Premises to be rendered untenable, all Rental Payments shall cease as of the date of the Abatement Event and no further Rental Payments shall accrue until the entire Premises is again ready for occupancy; provided, however, that to the extent a portion of the Premises is subsequently restored to tenantable condition and is occupied by the Lessee, the Lessee shall pay all Rental Payments applicable to such restored and occupied portion of the Premises. In the event that only a portion of the Premises is rendered untenable, the Lessee shall be entitled to a Proportionate Abatement in the Rental Payments due under this Lease Agreement; provided, however, that such Proportionate Abatement shall not extend to the Lessee's obligation to pay amounts due and owing by the Lessee pursuant to Sections 6(d)(vii) and 6(d)(viii) hereof and the asset management fee payments under Section 6(c)(I) hereof. The Lessor and Lessee hereby agree that the determination of whether all or any portion of the Premises is available for the use and occupancy of the Lessee following an Abatement Event shall be made by the Department of Building and Safety of the City of Los Angeles or such other department or agency of the City of Los Angeles responsible for determining availability for occupancy of the Premises in a reasonable manner similar to that which is employed in determining whether similar public buildings are available for use and occupancy and evidenced by the issuance or continuing validity of a certificate of occupancy for the Premises (or its equivalent), which determination shall be binding upon the parties hereto. In the event the City of Los Angeles or its departments and agencies are unable to make a determination of the availability of the Premises for use and occupancy within thirty (30) days after the filing of a request for such determination by the Lessor or the Lessee, any other public agency with building code enforcement capability with respect to the Premises may make such a determination, which determination shall be binding upon the parties hereto. The Lessor shall apply for all necessary permits and commence the repair and restoration of the Premises within 120 days of the Abatement Event; *provided, however,* that such period shall be extended if the Lessor is prevented from commencing the repair and restoration of the Premises as a result of a force majeure event as provided in Section 22(g) hereof. Commencement of the repair and restoration shall require (a) notification of the appropriate insurance company (or companies) and (b) the placing or bidding of the necessary work order(s) and/or contract(s) for obtaining the labor and materials to accomplish the repair and restoration. The Lessor will be responsible for securing the area to prevent injury to persons and/or vandalism to the Facilities and the Lessee shall comply with all such actions taken by the Lessor relating to same; the actual costs for said activities shall be reimbursed to the

Lessor from any insurance proceeds permitted to be so expended. If the Lessor should fail thereafter to pursue said repair and restoration work with reasonable diligence to completion, the Lessee may give the Lessor thirty (30) days' prior written notice and thereafter perform or cause to be performed the restoration work and deduct the cost thereof in excess of the insurance proceeds from the Renewal and Replacement Fund as a charge against the Lessor.

In the event the Lessor commences the repair and restoration, any proceeds of insurance deposited with the Lessee or the Trustee shall be paid out to the Lessor or its contractor in accordance with the progress of the repair and restoration. Any insurance proceeds in excess of the amount required to restore the Premises to a tenantable condition and available for use and occupancy by the Lessee shall be deposited into the Renewal and Replacement Fund and applied in accordance with the provisions governing such Renewal and Replacement Fund. In the event the Lessor refuses to commence the repair and restoration of the Premises and the Lessee elects not to undertake such repair and restoration of the Premises, then any proceeds of insurance deposited with the Trustee or the Lessee shall be applied to the prepayment of the outstanding Bonds; *provided, however*, that in the event the insurance proceeds received by the Lessor or the Trustee are attributable to damage or destruction of a portion of the Premises and the Base Rent payable under this Lease Agreement after such prepayment would not be sufficient to pay the remaining principal and interest represented by the Bonds, such insurance proceeds shall not be applied to the prepayment of the outstanding Bonds but shall instead be applied to the repair and restoration of the Premises. Any excess insurance proceeds shall be deposited in the Renewal and Replacement Fund after payment of all necessary expenses and the Lessor shall have no claim to any portion of such proceeds.

In the event an Abatement Event causes the entire Premises to be rendered untenable, and there are insufficient insurance proceeds to repair or restore the Premises to tenantable condition, the Lessee may, in its sole and absolute discretion, deposit sufficient funds with the Trustee to cover such deficiency. Such funds shall be paid out to the Lessor or its contractor in accordance with the progress of the repair and restoration of the Premises as provided in the preceding paragraph. If the Lessee elects in its sole and absolute discretion not to fund such shortfall, then any insurance proceeds shall be deposited with the Trustee as provided in the Indenture and applied to the prepayment of the Bonds.

Section 10. Lessee's Fixtures. The Lessee and any sublessee may at any time and from time to time in its sole discretion, and at its sole expense, install or permit to be installed, additional items of equipment or other personal property in or upon the Office Building in addition to the Furniture, Fixtures and Equipment which are part initially installed by the Lessor as part of the Premises, provided such installation does not affect the building systems or structural portions of the Premises. All such additional property shall remain the sole personal property of the Lessee. The Lessor agrees that the Lessee may remove, at its own expense, at any time during the Lease Term, all such other personal property of the Lessee; provided, however, that any such removal shall not cause any damage to the Office Building or that the Lessee shall, at its own expense, repair any such damage caused thereby.

Section 11. Repair, Maintenance and Replacement.

(a) The Lessor warrants that the entire Premises, including but not limited to the Office Building and the Parking Structure, shall be free of defects and all building systems shall be fully operational in accordance with manufacturers' specifications for a period of one year from the Lease Commencement Date. If a defective item or component of the Premises requires repair or replacement within one-year of the Lease Commencement Date, the Lessor shall, at its sole cost and expense, repair or replace such defective item or component. The Lessor also agrees to keep in good repair, replace and maintain the Premises during the entire Lease Term and shall, as provided in Section 7(b) hereof, apply amounts on deposit in the Renewal and Replacement Fund or otherwise charge the Lessee as Expense Pass-throughs for such repair, replacement and maintenance costs in accordance with the terms of this Lease Agreement. The Lessor agrees to obligate any general or subcontractor hired by the Lessor to warranties and guarantees of workmanship imposed by state law or state agency at the time of contracting. The Lessor shall use its best efforts to make the benefits of any warranty and guarantee of any contract or subcontract for the construction and installation of the Premises available to the Lessee (by assignment or otherwise). The Lessor shall assure that the roof meets the specifications of a 20-year roof and that the installation is completed by a licensed roofing contractor. The Lessor shall obtain a written manufacturer's warranty for the roofing material as may be customary in the roofing industry for comparable materials and applications. The Lessor shall also obtain a written manufacturer's warranty for the heating, ventilation and air conditioning system as may be customary for comparable systems. During the Lease Term, the Lessor agrees to pursue any and all claims against the contractor, any subcontractor or supplier for any defective component or item relating to the Premises, and shall diligently enforce the terms of all warranties provided for the Premises by the contractor, any subcontractor or supplier. Notwithstanding anything herein to the contrary, in the event the Lessor fails to perform its obligations pursuant to this subsection (a), the Lessee may, following prior written notice to the Lessor specifying the nature of such failure, withhold amounts due the Lessor as a Deferred Development Fee pursuant to Section 6(e) hereof, and apply such withheld amounts as an offset to any costs incurred by the Lessee or its representative in undertaking the obligations imposed on the Lessor pursuant to this subsection (a). All amounts received by the Lessor or the Trustee from the enforcement of any warranty or insurance policy shall be deposited in the applicable fund or account under the Indenture and shall be applied to the repair or replacement of the defective item or component.

(b) In the event that any portion of the Premises shall require repair or replacement, the Lessee shall deliver written notice to the Lessor specifying in detail the required repair or replacement. Concurrently with the delivery of written notice to the Lessor, the Lessee shall deliver a copy of such written notice to the Trustee. In the event the Lessor should fail, neglect or refuse to seek and diligently pursue any permits required or otherwise to commence the repair or replacement of any damaged or defective portion of the Premises within thirty (30) days after written notice has been delivered to the Lessor by the Lessee, the Lessee shall provide written notice to the Trustee of the Lessor's failure to seek and diligently pursue any permits required or

otherwise to commence such repair and replacement. Within ten (10) Business Days of the receipt of such written notice, the Trustee shall exercise its remedies provided in the documents pursuant to which the Bonds were issued and delivered to retain the services of a Management Company to undertake all of the ongoing services provided by the Lessor under this Lease Agreement with respect to the Premises. The Trustee shall provide the Lessor and the Lessee with the name of the Management Company on the Business Day following acceptance by the Management Company of its obligations under this Lease Agreement. Any Management Company retained pursuant to the terms hereof shall be subject to the reasonable approval of the Lessee.

In the event the Trustee is unable to retain the services of a Management Company as provided above, the Lessee shall either appoint a Management Company to assume the ongoing obligations of the Lessor hereunder or undertake such obligations itself. The Lessee shall provide the Trustee and the Lessor with the name of the Management Company or a written acknowledgement of its acceptance of the obligations to operate, maintain, repair and replace the Premises no later than ten (10) days following the expiration of the time period within which the Trustee is required to retain a Management Company as provided above.

Upon the appointment of a Management Company pursuant to this subsection (b) or the acceptance of the operation, maintenance, repair and replacement obligations hereunder by the Lessee, the Lessor shall be released of all obligations relating to the operation, maintenance, repair and replacement of the Premises accruing from and after the date of such appointment or acceptance and not be entitled to any future Additional Rent payments relating solely to the operation, maintenance, repair and replacement of the Premises (other than Additional Rent payments representing the Lessor's Deferred Development Fee pursuant to Section 6(e) hereof). In the event the Lessee has assumed the obligation to operate, maintain, repair and replace the Premises, the Lessee shall have no obligation to pay the Additional Rent relating solely to the operation, maintenance, repair and replacement of the Premises to the Lessor (other than the obligation to pay the amounts required to be deposited into the Renewal and Replacement Fund, but shall continue to be obligated to pay Base Rent and other charges payable by the Lessee hereunder. In the event a Management Company is retained pursuant to the terms of this subsection (b), such Management Company shall assume all of the Lessor's obligations to operate, maintain, repair and replace the Premises, including the submission of statements of Estimated Operating Costs and Actual Operating Costs to the Lessee and the Lessee shall be obligated to make Additional Rent payments to said Management Company as if such Management Company were the Lessor.

In the event that any damaged or defective portion of the Premises results in an emergency, upon the Lessor's failure, neglect or refusal to seek and diligently pursue any permits required to commence the repair or replacement of any such damaged or defective portion of the Premises within 24 hours after notice has been delivered by the Lessee, or fail, neglect or refuse to pursue said repair or replacement work with reasonable diligence to completion, the Lessee at its sole election may (i) deduct the reasonable cost of repairing or replacing such damaged or defective portion of the Premises from the installments of Additional Rent (other than amounts due and owing by

the Lessee pursuant to Sections 6(d)(vii) and 6(d)(viii) hereof) next due as a charge to the Lessor without taking any further action, or (ii) repair or replace such damaged or defective portion of the Premises and deduct the reasonable cost thereof from the installments of Additional Rent next due as a charge to the Lessor. In the event the Lessee elects to repair or replace such damaged or defective portion of the Premises, the Lessee shall provide the Lessor and the Trustee with a written statement and accompanying invoices detailing the cost of such repair or replacement.

The term "commence" means that the Lessor shall show reasonably satisfactory progress in procuring any required permits (to the extent required) or entering into contracts in pursuance of doing the work. An "emergency" as used herein is defined as any life threatening situation or in the event the Premises are rendered unusable because of a utility disruption, including, without limitation, the HVAC system, water, electricity and sewer lines or more than one elevator in each of the Office Building is inoperable.

The Lessee shall defend, indemnify and hold the Lessor and the Lessor Parties harmless from any and all claims, damages, judgments, suits, causes of action or liabilities in connection with or as a result of the Lessee's or the Management Company's failure to adequately maintain, repair and replace the Premises after the termination of the Lessor's obligations to maintain, repair and replace the Premises. The Lessee shall, at its sole cost and expense, ensure that the maintenance, repair and replacement of the Premises after the termination of the Lessor's obligations with respect to the same is performed in accordance with the same standards established in this Lease Agreement, regardless of whether such maintenance, repair or replacement is performed by the Lessee or a Management Company.

(c) In the event that any of the items required to be maintained and repaired by the Lessor under the provisions of this Section are protected by warranties or guarantees, the Lessor or the Lessor's successors in interest shall assign to the Lessee the benefit of such protection thereunder to the extent the Lessor is entitled to make such assignment by the terms and conditions of such warranties or guarantees.

(d) Notwithstanding anything herein to the contrary, subject to the Lessee's indemnity obligations set forth in subsection (b) of this Section, the Lessee may elect at any time (including prior to the Lease Commencement Date) to assume responsibility for all aspects of the operation and maintenance of the Premises (the effective date of such assumption of responsibility being herein referred to as the "Transfer Date"). No later than sixty (60) days prior to the Transfer Date, the Lessee shall deliver to the Lessor and the Trustee written notice of its election to assume responsibility for the operation and maintenance of the Premises. If the Lessee timely and properly exercises its right to assume the operation and maintenance of the Premises pursuant to this subsection (d), then the Lessor shall be released from all obligations relating to the operation, maintenance, repair and replacement of the Premises accruing from and after the Transfer Date (including Lessor's obligations to insure the Premises which obligations shall conclusively be deemed to have been assumed by the Lessee). On and after the Transfer Date, the amount of Additional Rent required to be paid by the Lessee under this Lease Agreement shall consist of a management oversight fee equal to one percent (1%) of the

annual Base Rent due under this Lease Agreement and the Lessor's Deferred Development Fee pursuant to Section 6(e) hereof.

Section 12. Assignment by Lessor.

(a) The Lessor may assign, transfer, mortgage, hypothecate or encumber the Lessor's right, title and interest in and to this Lease Agreement or any portion thereof (including the right to receive Rental Payments but excluding its duties and obligations hereunder), and the Lessor may execute any and all instruments providing for the payment of Rental Payments directly to an assignee or transferee, but only if the conditions set forth in subsections (b), (d) and (g) of this Section are met. Any document or agreement purporting to collaterally assign, transfer, mortgage, hypothecate or encumber the Lessor's right, title and interest in and to this Lease Agreement or any portion thereof, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.

(b) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of the California Government Code, which prohibit the offer or sale of any security constituting a fractional interest in this Lease Agreement of any portion thereof, without the prior written consent of the Lessee.

(c) Violation by the Lessor of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease Agreement, upon which the Lessee may impose damages in an amount equal to the greater of (i) \$500,000 or (ii) 10% of the aggregate principal portion of all Base Rent payments payable by the Lessee during the entire Lease Term, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the Lessee may exercise or pursue any other right or remedy it may have under this Lease Agreement or applicable law. The Lessee hereby agrees and acknowledges that distributions of profits by the Lessor to its constituent members, partners and/or shareholders shall not constitute a violation of Section 5951 of the California Government Code.

(d) The Lessor shall give the Lessee notice and a copy of each Security Agreement and any other instrument relating thereto (including, but not limited to, instruments providing for the payment of Rental Payments directly to an assignee or transferee) at least two weeks prior to the effective date thereof.

(e) The Lessor shall not furnish any information concerning the Lessee or the subject matter of this Lease Agreement (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the Office of the County Counsel) to any person or entity, except

with the Lessee's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed; provided however, nothing contained herein shall restrict the Lessor from disclosing such information as may be required by law or to its employees, agents, consultants, accountants or attorneys. In addition, without violating the provisions of this Section, the Lessor may use and distribute, or cause to be distributed by the underwriters for the Bonds, any of the information referred to in this subsection (e).

(f) The provisions of this Section shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section the Lessor is referred to, such reference shall be deemed to include the Lessor's successors or assigns, and all covenants and agreements by or on behalf of the Lessor herein shall bind and apply to the Lessor's successors and assigns whether so expressed or not.

(g) After the issuance of the Bonds and, so long as the Bonds are outstanding and the insurer of the Bonds is not in default in its payment obligations under the Bonds, the Lessor may not assign, transfer, mortgage, hypothecate or encumber the Lessor's right, title and interest in and to this Lease Agreement or any portion thereof (including the right to receive Rental Payments but excluding its duties and obligations hereunder) without the written consent of the insurer of the Bonds.

(h) Notwithstanding anything herein to the contrary and subject to the terms of the Indenture, the Lessor may assign its right to receive the management fee provided in Section 6(c)(iv)(G) hereof and the Lessor's Deferred Development Fee pursuant to Section 6(e) hereof to the members of the Lessor, an entity controlled by the members of the Lessor or a trust formed by the members of the Lessor for the benefit of the members of the Lessor and their immediate family.

Section 13. Lessor's Access. Upon the delivery of reasonable prior notice (except in the event of an emergency or regularly scheduled service, in which case no notice shall be required), the Lessee agrees to permit the Lessor or the Lessor's authorized agents free access to the Premises at all reasonable times for the purpose of inspection or for making necessary improvements or repairs and/or otherwise as may be necessary for the Lessor to perform its obligations hereunder. In addition, Lessor or Lessor's agents shall have access to the Premises in the event of an emergency. An "emergency" as used herein is defined as any life threatening situation or in the event the Premises are rendered unusable because of a utility disruption, including, without limitation, the HVAC system, water, electricity and sewer lines or more than one elevator is inoperable.

Section 14. Default.

(a) **Default by the Lessee.** (A) If the Lessee shall fail (1) to pay any Rental Payments payable hereunder when the same becomes due and payable, time being expressly declared to be of the essence in this Lease Agreement; or (2) to keep, observe or perform any other term, covenant or condition contained herein to be kept or performed by the Lessee; or (B) upon the happening of any of the events specified in subsection (b) of this Section, the Lessee shall be deemed to be in default hereunder and, it shall be lawful for the Lessor to exercise any and all remedies available pursuant to law

or granted pursuant to this Lease Agreement. The Lessee shall in no event be in default in the observance or performance of any covenant, condition or agreement in this Lease Agreement on its part to be observed or performed, other than as referred to in clause (A)(1) or (B) of this subsection (a), unless the Lessee shall have failed, for a period of thirty (30) days or such additional time as is reasonably required, to correct any such default after notice by the Lessor to the Lessee properly specifying wherein the Lessee has failed to perform any such covenant, condition or agreement. The Lessee shall in no event be in default in the observance or performance of any covenant, condition or agreement in this Lease Agreement on its part to be observed or performed under clause (A)(1) of this subsection (a), unless the Lessee shall have received written notice from the Lessor of its failure to pay any such Rental Payment and failed, for a period of ten (10) days thereafter, to pay such Rental Payment. Any notice required or given under this Section shall be in lieu of and not in addition to any notice required under Section 1161 et seq. of the California Code of Civil Procedure. Upon any such default, the Lessor, in addition to all other rights and remedies it may have at law, shall have the option to do any of the following:

(i) To terminate this Lease Agreement in the manner hereinafter provided on account of default by the Lessee, notwithstanding any re-entry or re-letting of the Premises as hereinafter provided for in subparagraph (ii) of this subsection (a), and to re-enter the Premises and remove all persons in possession thereof and all personal property whatsoever situated upon the Premises and place such personal property in storage in any warehouse or other suitable place located within the geographical boundaries of the Lessee, for the account of and at the expense of the Lessee. In the event of such termination, the Lessee agrees to surrender immediately possession of the Premises, without let or hindrance, and to pay the Lessor all damages recoverable at law that the Lessor may incur by reason of default by the Lessee, including, without limitation, any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon the Premises and removal and storage of such property by the Lessor or its duly authorized agents in accordance with the provisions herein contained. Neither notice to pay Rental Payments or to deliver up possession of the Premises given pursuant to law nor any entry or re-entry by the Lessor nor any proceeding in unlawful detainer, or otherwise, brought by the Lessor for the purpose of affecting such re-entry or obtaining possession of the Premises nor the appointment of a receiver upon initiative of the Lessor to protect the Lessor's interest under this Lease Agreement shall of itself operate to terminate this Lease Agreement, and no termination of this Lease Agreement on account of default by the Lessee shall be or become effective by operation of law or acts of the parties hereto, or otherwise, unless and until the Lessor shall have given written notice to the Lessee of the election on the part of the Lessor to terminate this Lease Agreement. The Lessee covenants and agrees that no surrender of the Premises or of the remainder of the term hereof or any termination of this Lease Agreement shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Lessor by such written notice.

(ii) Without terminating this Lease Agreement, (A) to collect each Rental Payment as it becomes due and enforce any other terms or provisions hereof to be kept or performed by the Lessee, regardless of whether or not the Lessee has abandoned the Premises or (B) to exercise any and all rights of entry and re-entry upon the Premises. In the event the Lessor does not elect to terminate this Lease Agreement in the manner provided for in subparagraph (i) of this subsection (a), the Lessee shall remain liable and agrees to keep or perform all covenants and conditions herein contained to be kept or performed by the Lessee and, if the property is not re-let, to pay the full amount of the Rental Payments to the end of the term of this Lease Agreement or, in the event that the Premises is re-let, to pay any deficiency in Rental Payments that results therefrom; and further agrees to pay said Rental Payments and/or deficiency in Rental Payments punctually at the same time and in the same manner as hereinabove provided for the payment of Rental Payments hereunder, notwithstanding the fact that the Lessor may have received in previous years or may receive thereafter in subsequent years rental in excess of the Rental Payments herein specified, and notwithstanding any entry or re-entry by the Lessor or suit in unlawful detainer, or otherwise, brought by the Lessor for the purpose of effecting such re-entry or obtaining possession of the Premises. Should the Lessor elect to re-enter as herein provided, the Lessee hereby irrevocably appoints the Lessor as the agent and attorney-in-fact of the Lessee to re-let the Premises, or any part thereof, from time to time, either in the Lessor's name or otherwise, upon such terms and conditions and for such use and period as the Lessor may deem advisable and to remove all persons in possession thereof and all personal property whatsoever situated upon the Premises and to place such personal property in storage in any warehouse or other suitable place located within the geographical boundaries of the Lessee, for the account of and at the expense of the Lessee, and the Lessee hereby indemnifies and agrees to save harmless the Lessor from any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon and re-letting of the Premises and removal and storage of such property by the Lessor or its duly authorized agents in accordance with the provisions herein contained. The Lessee agrees that the terms of this Lease Agreement constitute full and sufficient notice of the right of the Lessor to re-let the Premises in the event of such re-entry without effecting a surrender of this Lease Agreement, and further agrees that no acts of the Lessor in effecting such re-letting shall constitute a surrender or termination of this Lease Agreement irrespective of the use or the term (subject to the preceding sentence) for which such re-letting is made or the terms and conditions of such re-letting, or otherwise, but that, on the contrary, in the event of such default by the Lessee the right to terminate this Lease Agreement shall vest in the Lessor to be effected in the sole and exclusive manner provided for in subparagraph (i) of this subsection (a). The Lessee further waives the right to any rental obtained by the Lessor in excess of the Rental Payments herein specified and hereby conveys and releases such excess to the Lessor as compensation to the Lessor for its services in re-letting the Premises. The Lessee agrees to return the Premises to the Lessor in as good condition as when delivered, ordinary wear and tear, damage by

earthquake, fire or the elements and other disaster excepted; provided, however, this shall not relieve the Lessee of any damages and costs incurred by the Lessor to mitigate damages in the event of a default by the Lessee hereunder.

The Lessee hereby waives any and all claims for damages caused or which may be caused by the Lessor in re-entering and taking possession of the Premises as herein provided and all claims for damages that may result from the destruction of or injury to the Premises and all claims for damages to or loss of any property belonging to the Lessee, or any other person, that may be in or upon the Premises.

Notwithstanding anything herein to the contrary, future Base Rent payments due hereunder shall not be accelerated and become immediately due and payable upon a default by the Lessee hereunder. The Lessor shall be required to sue for each Base Rent payment as each such payment becomes due under this Lease Agreement.

(b) **Bankruptcy of Lessee.** If (i) the Lessee's interest in this Lease Agreement or any part thereof be assigned or transferred, either voluntarily or by operation of law or otherwise, without the written consent of the Lessor, as hereinafter provided for; (ii) the Lessee or any assignee shall file any petition or institute any proceeding under any act or acts, state or federal, dealing with or relating to the subject or subjects of bankruptcy or insolvency, or under any amendment of such act or acts, either as a bankrupt or as an insolvent, or as a debtor, or in any similar capacity, wherein or whereby the Lessee asks or seeks or prays to be adjudicated a bankrupt, or is to be discharged from any or all of the Lessee's debts or obligations, or offers to the Lessee's creditors to effect a composition or extension of time to pay the Lessee's debts or asks, seeks or prays for reorganization or to effect a plan of reorganization, or for a readjustment of the Lessee's debts, or for any other similar relief, or if any such petition or any such proceedings of the same or similar kind or character be filed or be instituted or taken against the Lessee, or if a receiver of the business or of the property or assets of the Lessee shall be appointed by any court, except a receiver appointed at the instance or request of the Lessor, or if the Lessee shall make a general assignment for the benefit of the Lessee's creditors; or (iii) the Lessee shall abandon the Premises, then the Lessee shall be deemed to be in default hereunder.

(c) **Remedies Not Exclusive.** In addition to the other remedies set forth in this Section, upon the occurrence of an event of default as described in this Section, the Lessor and its successors and assigns shall be entitled to proceed to protect and enforce the rights vested in the Lessor and its assignee by this Lease Agreement or by law. The provisions of this Lease Agreement and the duties of the Lessee and of its board, officers or employees shall be enforceable by the Lessor or its assignee by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction. Without limiting the generality of the foregoing, the Lessor and its assignee shall have the right to bring the following actions:

(i) **Accounting.** By action or suit in equity to require the Lessee and its board, officers and employees and its assigns to account as the trustee of an express trust.

(ii) **Injunction.** By action or suit in equity to enjoin any acts or things which may be unlawful or in violation of the rights of the Lessor or its assignee.

(iii) **Mandamus.** By mandamus or other suit, action or proceeding at law or in equity to enforce the Lessor's or its assignee's rights against the Lessee (and its board, officers and employees) and to compel the Lessee to perform and carry out its duties and obligations under the law and its covenants and agreements with the Lessee as provided herein.

Each and all of the remedies given to the Lessor hereunder or by any law now or hereafter enacted are cumulative and the single or partial exercise of any right, power or privilege hereunder shall not impair the right of the Lessor to other or further exercise thereof or the exercise of any or all other rights, powers or privileges. The term "re-let" or "re-letting" as used in this Section shall include, but not be limited to, re-letting by means of the operation by the Lessor of the Premises. If any statute or rule of law validly shall limit the remedies given to the Lessor hereunder, the Lessor nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

In the event the Lessor shall prevail in any action brought to enforce any of the terms and provisions of this Lease Agreement, the Lessee agrees to pay for the reasonable attorney's fees and costs of suit incurred by the Lessor in attempting to enforce any of the remedies available to the Lessor hereunder.

(d) **Default by the Lessor.** (i) If the Lessor shall fail to keep, observe or perform any term, covenant or condition contained herein to be kept or performed by the Lessor; or (ii) if the Lessor or any assignee shall file any petition or institute any proceeding under any act or acts, state or federal, dealing with or relating to the subject or subjects of bankruptcy or insolvency, or under any amendment of such act or acts, either as a bankrupt or as an insolvent, or as a debtor, or in any similar capacity, wherein or whereby the Lessor asks or seeks or prays to be adjudicated a bankrupt, or is to be discharged from any or all of the Lessor's debts or obligations, or offers to the Lessor's creditors to effect a composition or extension of time to pay the Lessor's debts or asks, seeks or prays for reorganization or to effect a plan of reorganization, or for a readjustment of the Lessor's debts, or for any other similar relief, or if any such petition or any such proceedings of the same or similar kind or character be filed or be instituted or taken against the Lessor, or if a receiver of the business or of the property or assets of the Lessor shall be appointed by any court, except a receiver appointed at the instance or request of the Lessor, or if the Lessor shall make a general assignment for the benefit of the Lessor's creditors upon the happening of any of the events specified in subsection (ii), the Lessor shall be deemed to be in default hereunder and, it shall be lawful for the Lessee to exercise any and all remedies available pursuant to law or granted pursuant to this Lease Agreement.

The Lessor shall not be in default in the performance of any obligation required to be performed under this Lease Agreement unless the Lessor has failed to perform such obligation within thirty (30) days after the receipt of written notice of default from the Lessee specifying in detail the Lessor's failure to perform. Concurrently with the

delivery of written notice to the Lessor, the Lessee shall delivery a copy of such written notice to the Trustee. The Lessor shall not be deemed to be in default under this Lease Agreement if (i) the Lessor performs and meets the obligation within the thirty (30) day period after notice of default is given, or (ii) the obligation cannot reasonably be performed within thirty (30) days after notice of default is given, but the Lessor reasonably commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

In the event the Lessor shall default in the performance of any obligation required to be performed under this Lease Agreement, the Lessee shall provide written notice to the Lessor and the Trustee identifying the nature of such default. If the Lessor shall have failed to cure a default by the Lessor within thirty (30) days after the receipt of written notice of such default, the Lessee shall deliver notice of such failure to the Lessor and the Trustee. In the event that the Lessor's default hereunder is the failure to maintain, repair or replace the Premises, the Lessor and the Lessee hereby agree that the rights and remedies of the Lessee hereunder with respect to such default shall be as provided in Section 11(b) hereof.

In the event that the Lessor's default hereunder is other than its failure to maintain, repair or replace the Premises, the Lessor and the Lessee hereby agree that within ten (10) Business Days of the receipt of notice of the failure of the Lessor to cure such default, the Trustee shall have the right, but not the obligation, to cure such default under this Lease Agreement, and the Lessee shall accept such performance by the Trustee as if the same had been made by the Lessor, subject to all of the terms and conditions of this Lease Agreement. In the event the Trustee elects to cure such default, it shall give the Lessee written notice of its election to cure such default within such period and shall commence such cure and diligently proceed to cure the default. Any contractor retained by the Trustee to perform any obligation of the Lessor shall be subject to the reasonable approval of the Lessee.

If the Lessor shall have failed to cure or diligently pursue the cure of a default hereunder and the Trustee shall not have assumed the obligations of the Lessor hereunder, the Lessee may, at its election, undertake the cure of such default and deduct the cost of the same from the Renewal and Replacement Fund, which shall be replenished from subsequent payments of Additional Rent due under this Lease Agreement. The Lessee shall provide the Lessor and the Trustee with a written statement and accompanying invoices detailing the cost of curing such default.

The Lessor and the Lessee agree that there shall be no Abatement of the Base Rent due under this Lease Agreement as a result of a default by the Lessor in the performance of the maintenance, repair and replacement of the Premises and that any such Abatement or offset shall be limited solely to Additional Rent (other than amounts due and owing by the Lessee pursuant to Sections 6(d)(vii) and 6(d)(viii) hereof).

Except as otherwise provided in Section 4(c) and Section 9 hereof, the Lessee hereby waives the benefits of Civil Code Sections 1932(1), 1932(2) and 1933(4) and any and all other rights it may have to terminate this Lease Agreement as a result of an

Abatement Event hereunder and this Lease Agreement shall continue in full force and effect.

Section 15. Assignment; Subletting. During the Lease Term, the Lessee shall, subject to the provisions of Section 8(g) hereof and the further provisions of this Section, have the right to assign this Lease Agreement or sublease the Premises to the State, any political subdivision of the State, any municipal corporation or any agency of the State with the prior approval of any insurer of the Bonds related to the financing of the Premises so long as the Premises is used in the same manner as provided in Section 8(a) hereof. In addition, so long as the Premises is used in the same manner as provided in Section 8(a) hereof, the Lessee may, subject to receipt by the Issuer, the Lessor, the Lessee and the Trustee of a Favorable Opinion of Bond Counsel which shall be obtained by Lessee at its sole cost and expense, enter into long term leases (leases greater than thirty (30) days including all renewal options) with any private entity (including the federal government, not-for-profit corporations, etc.). Within fifteen (15) days of the receipt of such written request, the Lessor shall notify the Lessee of any additional information it will require prior to the delivery of its response required hereunder which shall be obtained by Lessee at its sole cost and expense. The Lessee agrees to provide or cause to be provided any and all information requested by the Lessor with respect to any assignee of this Lease Agreement in connection with the Lessee's request to assign this Lease Agreement or any sublessee of the Premises in connection with the Lessee's request to sublease the Premises. Approval of any assignment or sublease shall be given or denied within thirty (30) days of Lessor's receipt of such additional information (or thirty (30) days after receipt of the Lessee's written request if no additional information is requested by the Lessor). The failure of the Lessor to reject the Lessee's written request under this Section within thirty (30) days of the receipt of such additional information (or thirty (30) days after receipt of the Lessee's written request if no additional information is requested by the Lessor) shall be conclusively deemed to be consent to such assignment or sublease; provided, however, such deemed consent shall not constitute a waiver of the Lessee's obligations to deliver to the Issuer, the Lessor and the Trustee a Favorable Opinion of Bond Counsel pursuant to this Lease Agreement. Any sublessee of the Lessee hereunder may not sublease the Premises to any other sublessee. All costs incurred by the Lessor and the Lessee in connection with any assignment of this Lease Agreement or the sublease of the Premises shall be paid by the Lessee prior to the effective date of such assignment or sublease, including, without limitation, costs, fees and expenses in obtaining a Favorable Opinion of Bond Counsel which the Lessor deems reasonably necessary (which determination shall be made without reference to the Lessor's obligations under this Lease Agreement). Notwithstanding anything herein to the contrary, in the event the Premises are subleased or this Lease Agreement is assigned as provided in this Section, the Lessee shall, remain primarily responsible for all Rental Payments due hereunder and the Lessor shall have no obligation to accept any Rental Payments from any sublessee or assignee hereunder. In addition, in the case of an assignment, the Lessee shall deliver to the Lessor an instrument, executed by the Lessee and such assignee, in form reasonably acceptable to the Lessor, containing an express assignment and assumption of all of the Lessee's obligations under the Lease Agreement and in the case of a sublease, such sublease shall be subject and subordinate to all the terms and conditions of this Lease Agreement.

Section 16. Alterations. Neither the Lessor nor the Lessee shall make any structural, mechanical, electrical or plumbing alterations which may materially affect the Premises' primary

systems without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any party seeking to make structural alterations to the Premises shall furnish the other party with detailed plans and specifications relating to such structural alterations concurrently with such written request. The party from whom such consent is sought shall reject such request within thirty (30) days of the receipt of the request or such party's consent shall be deemed given hereunder. A structural alteration shall be any modification to the Premises which results in a change in the structural integrity of the Premises or alters the gross cubic area of the Facilities. Any alterations installed by the Lessee which are "trade fixtures" as such are defined by the law of eminent domain shall be treated as the Lessee's fixtures in accordance with the provisions of this Lease Agreement.

Section 17. Notices. Notices desired or required to be given by this Lease Agreement or by any law now or hereinafter in effect shall be given by enclosing the same in a sealed envelope with postage prepaid, certified or registered mail, return receipt requested, with the United States Postal Service.

All such notices and the envelope containing the same shall be addressed to the Lessor as follows:

ICO Vermont, LLC
c/o ICO Development Corporation
700 South Flower Street, Suite 2450
Los Angeles, California 90017
Attention: Mr. Alexander Moradi, President

with a copy to:

Allen Matkins Leck Gamble & Mallory LLP
515 South Figueroa Street, 7th Floor
Los Angeles, California 90071
Attention: Michael J. Kiely, Esq.

or such other place as may hereinafter be designated in writing by the Lessor except that the Lessor shall at all times maintain a mailing address in the State.

All notices and the envelope containing the same shall be addressed to the Lessee as follows:

Board of Supervisors
Kenneth Hahn Hall of Administration, Room 383
500 West Temple Street
Los Angeles, California 90012
Attention: Executive Officer/Clerk of the Board

with a copy to:

Chief Administrative Officer
Real Estate Division
222 South Hill Street, Third Floor
Los Angeles, California 90012
Attention: Director of Real Estate

or such other place as may hereinafter be designated in writing by the Lessee.

Any notice given pursuant to the terms of this Lease Agreement shall be deemed received on the date of delivery shown upon the United States Postal Service's return receipt for certified or registered mail.

Section 18. Condemnation. If the Premises or any portion thereof is taken under the power of eminent domain or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), any award for the taking of all or any part of the Premises shall be the property of the Lessee, to the extent it is compensation for the taking of the fee or as severance damages or for the Lessee's personal property or any Furniture, Fixtures and Equipment which comprise a portion of the Premises, and shall be paid to the Trustee to the extent there are any Bonds outstanding, in an amount sufficient to retire such Bonds and to pay the Issuer's and Trustee's Extraordinary Costs. The Lessor shall be entitled to any award related to the loss of the Lessor's Deferred Development Fee and the opportunity to earn the Additional Rent provided for in Section 6(c)(iv)(G) hereof. This Lease Agreement shall remain in full force and effect as to the portion of the Premises remaining except that the Lessee shall be entitled to a Proportionate Abatement. In the event of a partial taking of the Premises, the Lessor shall use the proceeds of the condemnation received by the Lessor to restore (to the extent of such proceeds) the Premises to a complete architectural unit of a quality, appearance and functional utility at least consistent with the Premises as they existed prior to the taking.

The parties agree that the Lessor and the Lessee shall each receive independently its relocation assistance.

Section 19. Insurance.

(a) During the period of construction, installation and equipping of the Premises, the Lessor shall provide, or cause to be provided, the following forms and amounts of insurance. Such insurance shall be primary to and not contributing with any other insurance maintained by the Lessee, and shall name the Lessee and the Trustee as additional insureds, and shall include, but not be limited to:

(i) Builders Special Form Causes of Loss insurance, but excluding earthquake, flood, terrorism and mold coverage, covering the entire work, against loss or damage until completion and acceptance by the Lessee. Insurance shall be in an amount for the replacement value of the Premises, breach of warranty, explosion, collapse and underground hazards. Deductibles not exceeding \$20,000 will be allowed;

(ii) Commercial General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, and Contractual Liability, with a per occurrence limit of not less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate;

(iii) Business Auto Liability insurance coverage for all owned and non-owned vehicles with a combined single limit of at least \$1,000,000 per occurrence; and

(iv) a program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State and which specifically covers all persons providing services on behalf of Lessor and all risks to such persons under this Lease Agreement.

(b) During the term of this Lease Agreement, following the Lease Commencement Date, the following indemnification and insurance requirements shall be in effect.

(i) the Lessor agrees to indemnify, defend and hold harmless the Lessee and the Trustee, and their respective agents, officers and employees from and against any and all liability, claims, loss, damages or expenses (including disbursements costs and reasonable legal fees), arising by reason of bodily injury, death, personal injury, property damage or claims for damages of any nature whatsoever, arising from or resulting from the Lessor's ownership or maintenance of the Premises;

(ii) the Lessee agrees to indemnify, defend and hold harmless the Lessor, the Management Company and the Trustee, and their respective agents, officers and employees from and against any and all liability, claims, loss, damages or expenses (including disbursements costs and reasonable legal fees), arising by reason of bodily injury, death, personal injury, property damage or claims for damages of any nature whatsoever, arising from or resulting from the Lessee's activities on the Premises;

(iii) during the term of the Lessee's occupancy, the Lessor shall keep the Premises insured against loss or damage for such perils ordinarily covered under a Special Form Causes of Loss Coverage, including sprinkler leakage but excluding earthquake, flood, terrorism or mold coverage in an amount equal to the lesser of the full replacement value of the Facilities or the outstanding amount of the Bonds. The replacement value of the Facilities shall be reviewed by the Lessor at least every 36 months to assure sufficient coverage as required hereby. The Lessor shall use all reasonable efforts to obtain, to the extent commercially reasonable and available, from the insurer of the property coverage required under this subsection, an endorsement or guaranty from the insurer in a form and substance reasonably acceptable to the Lessee assuring that during the policy term, the coverage will be sufficient to pay the full cost of repair or replacement

of the Facilities in the event of a loss insured by the policy. Deductibles not exceeding \$20,000 per occurrence will be allowed;

(iv) the Lessor shall obtain loss of business income insurance coverage, including but not limited to Rental Payments and other expenses due in any 36 month period under this Lease Agreement;

(v) the Lessor shall obtain commercial general liability insurance coverage of not less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate for third-party liability bodily injury and property damage arising from the Lessee's activities in the Premises.

(c) In the event the Lessee assumes the Lessor's obligations hereunder to maintain and operate the Premises as set forth in Section 11(b) hereof, the Lessee, at its sole option, may from time to time elect to self-insure any or all of the insurance coverage required by subsection (b)(v) of this Section. To so elect, the Lessee must give the Lessor thirty (30) days' written notice of its intentions. Thereafter, such election shall be effective only if the Lessee provides the Lessor with certificates evidencing such specified coverage at least thirty (30) days prior to the effective date thereof. The Lessee shall thereafter be relieved of its obligation to maintain commercial insurance in force for such specified coverage beyond the effective date of the certificate delivered to the Lessor. By this procedure, the parties intend that there shall be no gap in time for the required coverage. In the event the Lessee elects to provide self-insurance for the insurance described in subsection (b)(v) of this Section, the Lessee at its sole cost and expense shall indemnify and defend the Lessor, the Lessor Parties and the Trustee from all claims, damages or judgments payable to any third-party arising from the Lessee's use and occupancy of the Premises, which obligation shall survive the expiration or earlier termination of this Lease Agreement. If the Lessee elects to self-insure coverage, then the Lessor shall be deemed to be an additional insured on liability coverage, and a deemed waiver of subrogation shall apply to property insurance, so that the Lessor will be in the same position it would have been in had the Lessee actually purchased such insurance from a third party carrier.

(d) The maintenance of insurance by the Lessee required by subsection (b)(v) of this Section following the assumption by the Lessee of the Lessor's obligations hereunder to maintain and operate the Premises is to protect the Lessor and the Trustee, as additional insureds, against any claim for damages or property damage which may arise from the Lessee's activity on said Premises. Notwithstanding the provisions of subsection (b)(v) of this Section, this insurance is not intended to protect the Lessor with respect to third-party liability or physical damage or loss attributable to the Lessor's ownership, maintenance, or use of the Premises. For such liability, damage or loss, the Lessor agrees to provide such insurance protection.

(e) To the extent the Lessor or the Lessee receives proceeds of insurance for any losses, damages or liability covered under any policy of commercial insurance provided by the other party or their agents, contractors or subcontractors, the Lessor and the Lessee each hereby waive any and all rights of recovery, including subrogation rights,

against the other or against the officers, employees, agents, representatives, contractors and subcontractors of the other on account of loss or damage occasioned by the waiving party, or to its property or the property of others under its control; provided, however, such waiver shall not apply to the amount of any deductible. Either party shall, upon obtaining any policy of commercial insurance referred to in this Lease Agreement, give notice to the insurer that the foregoing mutual waiver does not apply to liability, losses, or damages which are self-insured.

(f) The Lessor, the Lessee, the Trustee and the insurer of the Bonds shall be named as additional insureds on each of the applicable policies of insurance noted above provided, however, the obligation to name the Lessee and the insurer of the Bonds and/or any other parties as additional insureds shall not apply to worker's compensation. The insurance policy or policies shall be placed only with established and reputable companies and the premiums therefore shall be commercially reasonable and comparable with the premiums charged by comparable companies for comparable risk. The proceeds shall be payable to the Lessor, the Lessee, the Trustee and the insurer of the Bonds as their interests may appear. The policy or policies shall not be cancelable without thirty (30) days' prior written notice to the Lessee, the Trustee and the insurer of the Bonds. The Lessor shall provide written notice to the Lessee of the date of expiration of any policy maintained pursuant to this Lease Agreement, no earlier than one-hundred twenty (120) days and no later than ninety (90) days prior to such date of expiration, and shall provide notice to the Lessee of the alternate policy or policies to be obtained by the Lessor to ensure compliance with the provisions of this Lease Agreement.

(g) The Lessor shall review the adequacy of the insurance requirements set forth in this Section annually prior to the submission of the statement of Estimated Operating Costs for the subsequent Lease Year pursuant to Section 6(c)(iv) hereof, commencing in the second Lease Year, to ensure that the Premises and Lessor and Lessee are adequately protected from the risks associated with the potential damage to the Premises and the operation and management of the Premises and shall provide a written report to Lessee of such analysis. Lessor may and, at the written request of Lessee shall, increase the amount of insurance coverage provided in this Section to such levels as Lessor or Lessee, as applicable, deems reasonably necessary to protect the Premises and Lessor and Lessee. Coverages and limits are subject to availability on the open market at reasonable cost as determined by the Lessee's Risk Manager. For requirements to be relaxed or waived, Lessor's broker or agent must document non-availability or non-affordability in a letter to Lessee's Risk Manager. Such letter must show a good faith effort to place the required insurance, must list the names of the insurance carriers contacted and show the declinations or cost indications received from each. In the event any insurance required hereunder is determined by Lessee's Risk Manager to be not available or not available at an affordable cost, Lessor shall not be required to obtain such insurance during the period it is not available or not affordable, and Lessor shall notify Lessee and the Trustee of the unavailability or unaffordability of any insurance. Notwithstanding the preceding sentence, if Lessor becomes aware that any insurance required hereunder which Lessee's Risk Manager has determined is not available or is not available at an affordable cost, but is in fact available or is available at an affordable

cost, from a Reputable Insurance Company, Lessor shall obtain such insurance from such Reputable Insurance Company.

Section 20. Option to Purchase the Premises.

(a) The Lessee shall have the exclusive right and option, which shall be irrevocable during the Lease Term, to purchase the Lessor's interest in the Premises on any Business Day, upon payment of the Purchase Price, but only if the Lessee is not in default under this Lease Agreement and only in the manner provided in this Section.

(b) The Lessee shall exercise its option to purchase the Premises by giving notice thereof to the Issuer, the Lessor and the Trustee not later than 30 days prior to the Business Day on which it desires to purchase the Lessor's interest in the Premises, unless the Business Day on which the Lessee intends to exercise its option hereunder is, in accordance with the terms of Section 4.01(a) of the Indenture, a date on which Bonds are subject to optional prepayment, in which case the Lessee shall give notice to the Issuer, the Lessor and the Trustee of its intention to exercise its option hereunder not later than 60 days prior to the Business Day on which it desires to purchase the Premises.

(c) If the Business Day on which the Lessee intends to exercise its option hereunder is, in accordance with the terms of Section 4.01(a) of the Indenture, a date on which Bonds are subject to optional prepayment, then the Lessee shall deposit with the Trustee on such purchase date an amount equal to the Purchase Price which amount shall be in addition to the Base Rent due on such date.

(d) If the Business Day on which the Lessee intends to exercise its option hereunder is not a date on which Bonds are subject to optional prepayment pursuant to the terms of the Indenture, then the Purchase Price (other than the Discounted Deferred Development Fee Component of the Purchase Price) shall be payable in installments. Each such installment (i) shall be payable at each time at which a payment of Base Rent would have been payable had such option not been exercised until the due date of the final installment referred to in the proviso set forth below in this paragraph, and (ii) shall equal the principal amount of each Base Rent payment referred to in clause (a) above; provided, however, that the final installment shall be payable on the first date on which Bonds are subject to optional prepayment pursuant to the terms of the Indenture and shall be in an amount equal to the Bond Payment Component of the Purchase Price on such date. Each such installment shall bear interest until paid at a rate equal to the rate which would have been payable with respect to the payments of Base Rent referred to in clause (i) of this subsection (d). The Discounted Deferred Development Fee Component of the Purchase Price shall be paid in its entirety on the purchase date.

(e) In order to secure its obligations to pay the Bond Payment Component installments referred to in subsection (d) of this Section, the Lessee, concurrently with the exercise of its option hereunder, shall deposit or cause to be deposited with the Trustee, in trust, cash or investments of the type described in the Indenture in such amount as will, together with the interest to accrue thereon without the need for further investment, be fully sufficient to pay the installments (including all principal and interest) referred to in

the immediately preceding paragraph at the times at which such installments are required to be paid. Such deposit shall be in addition to the Base Rent, if any, due on such date. The excess, if any, of the amount so deposited over the installments actually required to be paid by the Lessee shall be remitted to the Lessee.

(f) On any Business Day as to which the Lessee shall properly have exercised the option granted it pursuant hereto, and shall have paid or made provision (as set forth in subsection (e) of this Section) for the payment of the required Purchase Price, the Lessor shall execute and deliver to the Lessee a grant deed conveying to the Lessee or its nominee the Lessor's interest in the Premises. If the Lessee shall properly exercise the option provided in this Section with respect to the Premises prior to the expiration of the Lease Term, and the Lessor shall execute and deliver the grant deed as aforesaid, then this Lease Agreement shall terminate, but such termination shall not affect the Lessee's obligation to pay the Purchase Price on the terms herein set forth.

(g) The Lessee and the Lessor shall take, and the Lessor shall cause the Trustee to take, all actions necessary to accomplish such prepayment under the documents pursuant to which the Bonds were issued and delivered.

(h) Concurrently with the close of escrow, the Lessor shall provide or cause to be provided to the Lessee an ALTA owner's policy of title insurance, in form and from a title insurance company reasonably acceptable to the Lessee, insuring the record title of the Premises in an amount equal to the applicable purchase price, free and clear of all adverse claims and encumbrances, other than the Sublease Agreement (to the extent the Sublease Agreement is still in effect), any covenants, conditions, reservations, easements, rights and rights of way of record as of the date of execution of this Lease Agreement or thereafter imposed with the Lessee's consent or otherwise caused or permitted to be caused by the Lessee;

(i) The Lessee agrees and covenants to pay in addition to the Purchase Price (i) all reasonable and customary costs and charges incurred by the Lessor, including the cost of title insurance, any transfer or recordation fees, escrow fees, and all other reasonable and customary costs and expenses of all employees, agents, consultants and attorneys retained by the Lessor, in connection with the Lessee's purchase of the Premises and the prepayment of the Bonds and (ii) the Issuer's and Trustee's Extraordinary Costs.

(j) Except as provided in Section 23(d)(ii), the purchase of the Premises shall be on an as-is basis, with absolutely no representations or warranties, express or implied, regarding the condition or nature of the Premises and consummated pursuant to a form reasonably acceptable to the Lessor and the Lessee and shall provide for a general release of the Lessor effective from and after the closing date of the escrow.

Section 21. Binding on Successors. Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the permitted successors in interest of the Lessor and the Lessee.

Section 22. Parking Spaces. The Lessor shall provide the Parking Structure for the purpose of providing the Lessee with exclusive use of at least 908 off-street parking spaces located at the Site. Parking spaces shall conform to a parking plan, as approved by the Lessee and shall include no tandem parking spaces as long as that design is consistent with the Lessee's policy. The Lessor shall be entitled to control the Parking Structure by a system of keycard or other access by Lessee's employees and by validation of clients and invitees of the Lessee using the Parking Structure. The Lessor shall be entitled to impose parking charges upon members of the general public which use the Parking Structure and are not otherwise validated by the Lessee. The Lessee agrees not to permit any parking arrangement with respect to the Parking Structure which would violate the limitations contained in Section 8(g) hereof.

Section 23. Warranties and Representations.

(a) **Hazardous Substances.** The Lessor hereby warrants and represents, based upon appropriate and reasonable inspection of the Premises, that during its ownership of the Premises, Hazardous Substances have not been released on the Premises; that except as disclosed in the environmental assessment reports listed on Exhibit I attached hereto, it has no knowledge of any release of Hazardous Substances on the Premises occurring before its ownership; that except as disclosed in the environmental assessment reports listed on Exhibit I attached hereto, it has no knowledge or reason to believe that there are Hazardous Substances on the Premises; and that it shall comply with all federal, state and local laws and regulations concerning the use, release, storage and disposal of Hazardous Substances.

(b) **Federal, State and Local Laws.** The Lessee hereby warrants and represents that it shall comply with all federal, state and local laws and regulations concerning the use, release, storage and disposal of Hazardous Substances on the Premises.

(c) **Notice.** The Lessor and the Lessee agree to immediately notify each other when either party learns that Hazardous Substances have been released on the Premises.

(d) **Indemnity.**

(i) The Lessor agrees to indemnify, defend and save harmless Lessee, its agents, officers and employees from and against all liability, expenses (including defense costs, legal fees, and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence or release of Hazardous Substances on the Premises which presence or release has not been caused by the Lessee or Lessee's agents, officers, employees, invitees, guests or contractors.

(ii) The Lessee agrees to indemnify, defend and save harmless Lessor, its agents, officers and employees from and against all liability, expenses (including defense costs, legal fees and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence or release of Hazardous Substances on the Premises which presence or release has

been caused by the Lessee or the Lessee's agents, employees, invitees or subcontractors.

(iii) The indemnity provided each party by this subsection (d) shall survive the termination of this Lease Agreement; provided, however, that the foregoing indemnity of Lessor shall not survive the expiration or termination of this Lease Agreement with respect to claims for damages of any nature whatsoever which arise out of the presence or release of Hazardous Substances on the Premises which presence or release was not caused by the Lessor or Lessor's agents, employees, subtenants, invitees, guests or contractors.

(e) **Default.** The presence or release of Hazardous Substances on the Premises which is not caused by the Lessee or the Lessee's agents, employees, invitees or subcontractors and which, in the reasonable judgment of the Lessee, threatens the health and safety of the Lessee's agents, officers, employees or invitees, shall entitle the Lessee to a Proportionate Abatement in the Rental Payments pursuant to Section 9 hereof until such presence or release is remediated.

(f) **Operating Costs.** Costs incurred by the Lessor as a result of the presence or release of Hazardous Substances on the Premises which is not caused by the Lessee or the Lessee's agents, employees, invitees or subcontractors are extraordinary costs not considered normal operating expenses and shall not be passed through to the Lessee as part of its obligation, if any, to pay Operating Costs.

(g) **Indoor Air Pollution Notification.** Each party to this Lease Agreement shall notify the other party if any indoor air quality or environmental problem is discovered or reported in the Office Building, and undertake to correct such problem at the sole cost and expense of the party responsible for causing the problem.

Section 24. General Provisions.

(a) **Waiver.** The waiver by Lessor or Lessee of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition.

(b) **Marginal Headings.** The Section titles in this Lease Agreement are not a part thereof and shall have no effect upon the construction or interpretation of any part hereof.

(c) **Time.** Time is of the essence with regard to all provisions of this Lease Agreement in which performance is a factor.

(d) **Recordation.** Either party may record this Lease Agreement or a memorandum of this Lease Agreement at any time without the prior written consent of the other party; provided, however, that each party shall cooperate with the other in the execution and delivery of a memorandum of this Lease Agreement.

(e) **Quiet Possession.** Upon the Lessee paying the Rental Payments hereunder the Lessee shall have quiet possession of the Premises for the entire term hereof subject to all the provisions in this Lease Agreement. If any underlying lease agreement terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, this Lease Agreement shall nevertheless remain in full force and effect and the Lessee at all times shall be entitled to quiet possession and use of the Premises and shall, notwithstanding any subordination, and upon the request of such successor in interest to the Lessor, attorn to and become the Lessee of the successor in interest to the Lessor.

(f) **Prior Agreements.** This Lease Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease Agreement and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest. This Lease Agreement shall not be effective or binding on any party until fully executed by both parties hereto.

(g) **Force Majeure.** In the event that either party is delayed or hindered from the performance of any act required hereunder by reason of acts of God, strikes, boycotts, lock-outs, labor troubles, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not the fault of such party, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; *provided, however,* that no force majeure event shall excuse the Lessee from making Rental Payments hereunder when due; *provided, further, however,* that Force Majeure shall not be deemed to exist to the extent that materials and supplies are not available from Lessor's preferred providers due to strikes, boycotts, lock-outs or labor troubles if such materials and supplies are otherwise available from other reputable suppliers at comparable costs and Lessor is permitted to obtain such materials and supplies from such suppliers under this Lease Agreement and any applicable laws, ordinances and regulations.

(h) **Severability.** Any provision of this Lease Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

(i) **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall wherever possible be cumulative with all other remedies at law or in equity.

(j) **Choice of Law.** This Lease Agreement shall be governed by the laws of the State of California, exclusive of conflict of law provisions.

(k) **Warranties or Guarantees.** In the event that any of the items required to be maintained and repaired by the Lessor under the provisions of Section 11(a) hereof or

by Lessee under the provisions of Section 11(b) hereof are protected by warranties or guarantees the Lessee shall be entitled to the full benefit of such protection as if it were the original purchaser thereof.

(l) **Impairment of Title.** The Lessor hereby covenants to notify the Lessee in writing within thirty (30) days of each and every occurrence which may impair the Lessor's title to the Premises. Such occurrences include, but are not limited to, default on a trust deed, transfer of any interest in any trust deed, notification of any lien recordation, and notification of any foreclosure. The Lessor further agrees to notify the Lessee, in writing, within thirty (30) days of receipt of any written notice regarding redevelopment, zoning, or conditional use permits which affect the Premises.

(m) **Mediation.** Except with respect to the Lessee's failure to pay Base Rent, before filing any litigation or making any administrative claim, the parties agree to engage in nonbinding mediation for a minimum of thirty (30) days. The mediator shall be selected by mutual agreement or, if no agreement can be reached, by the Presiding Judge, Los Angeles Superior Court, upon petition by either party. The mediation shall be conducted at the discretion of the mediator or pursuant to rules adopted by the parties. The mediation shall be conducted in Los Angeles, California. The cost of mediation shall be borne equally by Lessor and Lessee, and each shall pay one-half of any estimated fees required by the mediator in advance. Before the date of mediation, each side shall provide the mediator and the other party with a statement of its position and copies of all supporting documents. If a subsequent dispute will involve third parties, such as insurers or subcontractors, they shall also be asked to participate in the mediation. No one who has ever had any business, financial, family or social relationship with any party to this Lease shall serve as mediator unless the related party informs the other party of the relationship and the other party consents in writing to the use of that mediator.

(n) **Construction.** Any and all construction pertaining to this Lease Agreement by the Lessor or the Lessee or their designated contractors or subcontractors shall comply with all applicable County, State and Federal regulations, codes and ordinances, including but not limited to all provisions of the Labor Code of the State of California. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workman or mechanic needed for the construction of the improvements. Particulars of the current Prevailing Wage Scale, as approved by the Board of Supervisors, which are applicable to the work contemplated are filed with the Clerk of the Board of Supervisors and must be posted at the subject site.

(o) **Non-Discrimination.** The Lessor certifies and agrees that (i) all persons employed thereby, are and shall be treated equally without regard to or because of race, religion, ancestry, national origin or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the State Fair Employment Practices Act and agrees to include a non-discrimination provision in any agreement with a Contractor or Subcontractors, and will require the Contractor to also provide a non-discrimination provision in any agreement with its Subcontractors,

(ii) subcontractors, bidders and vendors thereof are and shall be selected without regard to or because of race, religion, ancestry, national origin or sex, (iii) all employment records shall be open for inspection and reinspection at any reasonable time during the term of this agreement for the purpose of verifying the practice of non-discrimination by Lessor in the areas heretofore described, and (iv) the sum of \$200.00 is hereby agreed upon as the amount of damages that will be sustained by the Lessee for each breach of the promises on non-discrimination herein contained. Said amount has been set by the parties hereto in recognition of the difficulty in fixing actual damages arising from a breach thereof and not as a penalty.

(p) **Community Business Enterprise.** The Lessor is encouraged to use Community Business Enterprises (CBE) in all contracts when possible as sources for supplies, equipment, construction and other services.

The Lessor shall submit evidence of CBE participation by providing completed copies of the Community Business Enterprise Firm Information, form attached as Exhibit D hereto, at the time of signing this Lease Agreement and thereafter on an annual basis on or before December 30th of each year of the term of this Lease Agreement.

(q) **Lobbyists.** The Lessor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by the Lessor, shall fully comply with the County Lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Lessor or any County lobbyist or County lobbying firm retained by the Lessor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Lease Agreement upon which the Lessee may immediately terminate or suspend this Lease Agreement.

(r) **Consideration of GAIN Program Participants.** Should the Lessor require additional or replacement personnel after the effective date of this Lease Agreement, the Lessor shall give consideration for any such employment, openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet the Lessor's minimum qualifications for the open position. The Lessee will refer GAIN participants by job category to the Lessor.

(s) **Solicitation of Consideration.** It is improper for any of the Lessee's officers, employees or agents to solicit consideration, in any form, from the Lessor with the implication, suggestion or statement that the Lessor's provision of the consideration may secure more favorable treatment for the Lessor in the award of this Lease Agreement or that the Lessor's failure to provide such consideration may negatively affect the Lessee's consideration of the Lessor's submission. The Lessor shall not offer or give, either directly or through an intermediary, consideration, in any form, to any officer, employee or agent of the Lessee for the purpose of securing favorable treatment with respect to the award of this Lease Agreement.

The Lessor shall immediately report any attempt by an officer, employee or agent of Lessee to solicit such improper consideration. The report shall be made either to the

Lessee manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(t) **Non Discrimination.** The Lessee herein covenants for itself and its successors and assigns, and all persons claiming under or through it, and this Lease Agreement is made and accepted under and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, sexual orientation, Acquired Immune Deficiency Syndrome (AIDS) acquired or perceived, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Premises nor shall the Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessee, subtenants, or vendees in the Premises.

Section 25. Bonds. The Lessor, at its own cost and expense, shall furnish or cause its contractor to furnish Lessee two separate bonds as follows:

(a) Before commencing construction of the Base Improvements and the Tenant Improvements, the Lessor shall furnish or cause to be furnished to Chief Administrative Officer one or more performance bonds issued by a surety company licensed to transact business in the State of California, rated A-VIII or higher by A.M. Best Company (or the future equivalent thereof). Said bond shall be in an amount equal to 100% of the Lessor's estimated construction cost for the Base Improvements (as defined in the Work Letter attached hereto) and the Tenant Improvements (as defined in the Work Letter) as contemplated by the construction documents pertaining thereto, but in no event less than the actual qualified construction bids received with respect thereto. Said bond and surety company must be satisfactory to the Lessee and shall name the Lessor as principal. It shall assure full and satisfactory performance by the Lessor of the obligation contained herein to construct or install the Base Improvements and Tenant Improvements, as contemplated by the Base Improvements Construction Drawings and the Tenant Improvement Construction Drawings (as defined in the Work Letter). In addition, said bond shall be so conditioned as to assure the faithful performance by the Lessor of all required work under this Lease Agreement. Said bond shall remain in full force and effect until one year after the date of acceptance of the Premises by the Lessee.

(b) Before commencing construction, the Lessor shall furnish an additional surety bond issued by a surety company licensed to transact business in the State of California; rated A-VIII or higher by A.M. Best Company (or the future equivalent thereof). Said bond and said company to be in all respects satisfactory to the Lessee with the Lessor as principal. Said bond shall be in an amount not less than 100% of the Lessor's estimated cost of the construction of the Base Improvements and the Tenant Improvements, but in no event less than the actual qualified construction bids received. Said bond shall guarantee payment for all materials, provisions, supplies and equipment used in, upon, and/or about the performance of such construction or installation work or for labor done thereon of any kind whatsoever. Said bond shall, in addition, protect the Lessee from any and all liability, loss or damage for failure to make such payment.

MANCHESTER VERMONT VILLAGE PROJECT

**FINAL INITIAL STUDY AND MITIGATED NEGATIVE
DECLARATION**

PREPARED FOR:
City of Los Angeles
Community Redevelopment Agency
345 S. Spring St., Suite 700
Los Angeles, CA 90013

OWNER/APPLICANT:
ICO Development, LLC
700 South Flower Street, Suite 2450
Los Angeles, CA 90017

PREPARED BY:
Christopher A. Joseph & Associates
11849 West Olympic Boulevard, Suite 101
Los Angeles, CA 90064

March 2005

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APPENDICES

APPENDIX L: Replacement Housing Plan in English

APPENDIX M: Relocation Plan in English

APPENDIX N: Summary of Replacement Housing Plan in Spanish

APPENDIX O: Relocation Plan in Spanish

APPENDIX P: LADOT letter

In addition, a copy of Appendices A through K, which was included in the Draft Initial Study/Proposed Mitigated Negative Declaration for the proposed project, is on file at the Community Redevelopment Agency located at 354 South Spring Street, Suite 700 in Los Angeles, California.

I. INTRODUCTION

Introduction

The subject of this Initial Study (IS) is the proposed development of a four-story, government office building with 200,000 rentable square feet of office use and 4,000 rentable square feet of retail and/or fast-food restaurant use. In addition, a six-story parking garage housing approximately 900 parking spaces, and a 6,000 square foot child care center would be constructed. The project site is located at 8300 South Vermont Avenue, between 83rd Street and 84th Street, in the City of Los Angeles. The project applicant/developer is ICO Development LLC, 700 South Flower Street, Suite 2450, Los Angeles, CA 90017. A description of the proposed project is contained in Section II (Project Description). The City of Los Angeles Community Redevelopment Agency (CRA) is the Lead Agency under the California Environmental Quality Act (CEQA).

Project Information

Project Title: Manchester Vermont Village

Project Location: The project site is located at 8300 South Vermont Avenue, between 83rd Street and 84th Street in the City of Los Angeles.

Lead Agency: City of Los Angeles Community Redevelopment Agency

Contact Person: City of Los Angeles CRA
345 S. Spring St., Suite 700
Los Angeles, CA 90013
Contact: Dr. Robert Manford, City Planner

Organization of Initial Study

This Draft IS is organized into six sections as follows:

I. Introduction: This section provides introductory information such as the project title, the project applicant and the lead agency for the proposed project.

II. Project Description: This section provides a detailed description of the environmental setting and the proposed project, including project characteristics and environmental setting.

III. Initial Study Checklist: This section contains the completed Initial Study Checklist.

IV. Environmental Impact Analysis: Each environmental issue identified in the Initial Study Checklist contains an assessment and discussion of impacts associated with each subject area. When the evaluation identifies potentially significant effects, as identified in the Checklist, mitigation measures are provided to reduce such impacts to less than significant levels.

V. Preparers of Initial Study and Persons Consulted: This section provides a list of City personnel, other governmental agencies, and consultant team members that participated in the preparation of the IS.

Appendices: Includes various documents and information used in the preparation of the IS, including the City of Los Angeles Community Redevelopment Agency Environmental Information Form (EIF) (see Appendix K).

II. PROJECT DESCRIPTION

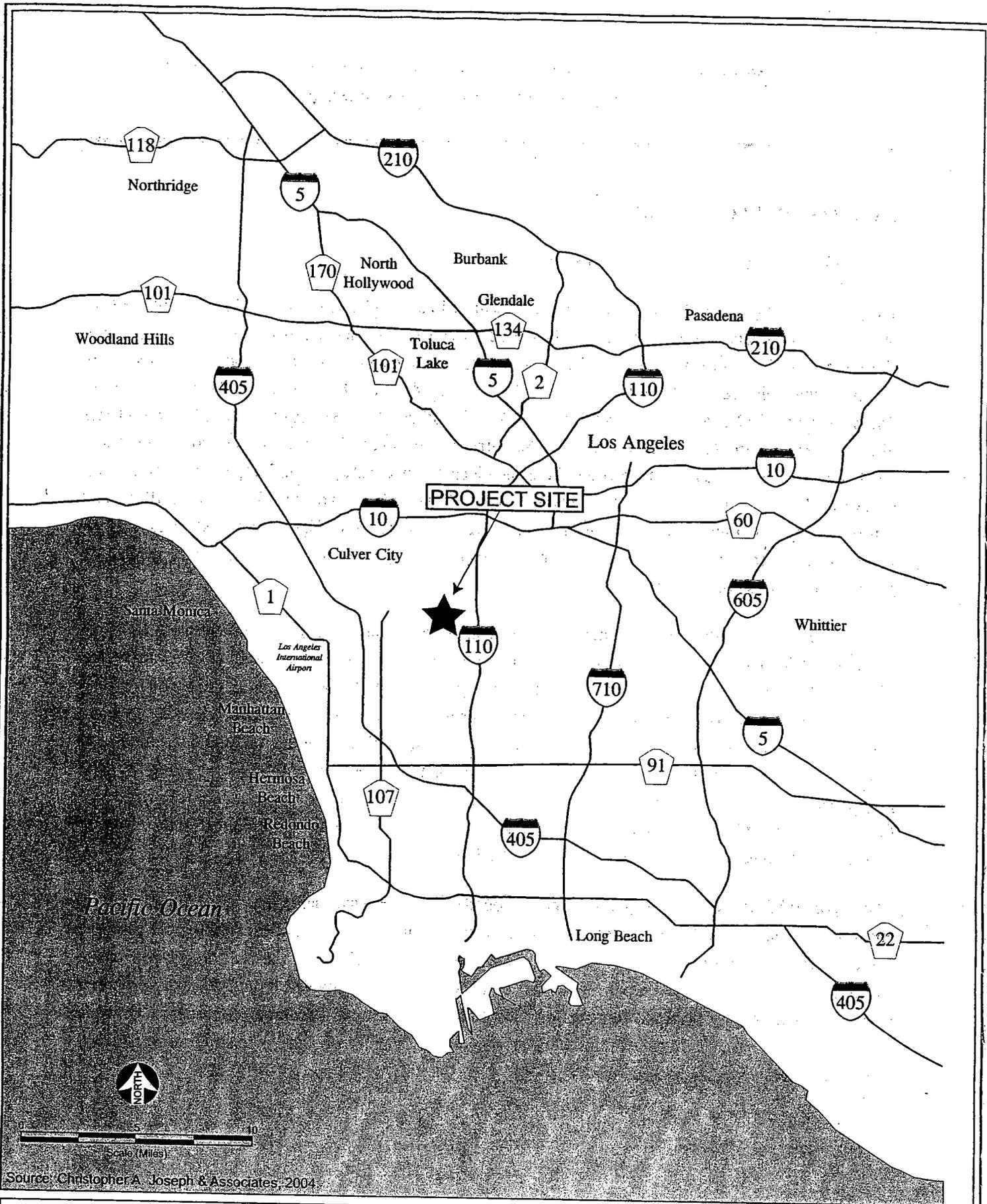
ENVIRONMENTAL SETTING

Description of Project Site and Existing Land Uses

The 3.33-acre project site is located in the South Central Los Angeles Community Plan area of the City of Los Angeles and in the Vermont/Manchester Recovery Redevelopment Project area of the Community Redevelopment Agency (CRA). The project site contains numerous parcels of land, with the following addresses: 8300, 8308, 8310, 8312, 8314, 8318, 8320, 8322, 8326, 8328, 8330 and 8334 South Vermont, 932 and 936 West 83rd Street and 935, 939 and 943 West 84th Street. The boundaries of the project site are 83rd Street to the north, 84th Street to the south, Vermont Avenue to the west, and residential uses to the east. The project site is also located approximately one mile west of the Harbor Freeway (I-110), approximately two miles north of the Glen Anderson Freeway (I-105), and approximately six miles southwest of downtown Los Angeles (see Figure II-1 and Figure II-2). Photographs of the project site, in addition to a map indicating where the photos were taken, are depicted in Figures II-3 through II-6.

The project site is fully paved and developed with one-, two- and three-story commercial uses along and fronting Vermont Avenue. All except one of the stores in the commercial buildings are vacant (see Figure II-4, View 1). The Dulux Paint Center occupies the retail space in the commercial building located on the northeast corner of 84th Street and Vermont Street (see Figure II-4, View 2). Vacant parking lots owned by the CRA are located east of the commercial uses, along 83rd and 84th Streets and a vacant lot is located in the northwest portion of the project site (see Figure II-5, Views 3 and 4). The project site is bisected by a north-south orientated alley and an east-west orientated alley (see Figure II-6, View 5). In addition, two apartment buildings, containing a combined 21 occupied units currently exist on the southeast portion of the project site (see Figure II-6, View 6).

The topography of the project site and the surrounding area is essentially flat. The project site is entirely developed, and there are no natural open spaces or areas of significant biological resource value on the project site or in the vicinity of the project site. Currently, the only vegetation onsite consists of approximately seven palm trees, all of which would be removed to construct the proposed project. There are no National Register or California State Historic Resource properties, California Historical landmarks, California Points of Historic Interest or City of Los Angeles Historic-Cultural Monuments located on the project site.

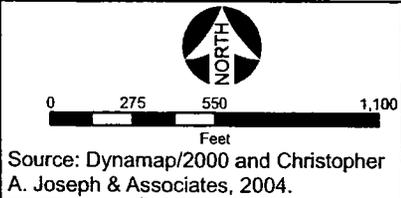
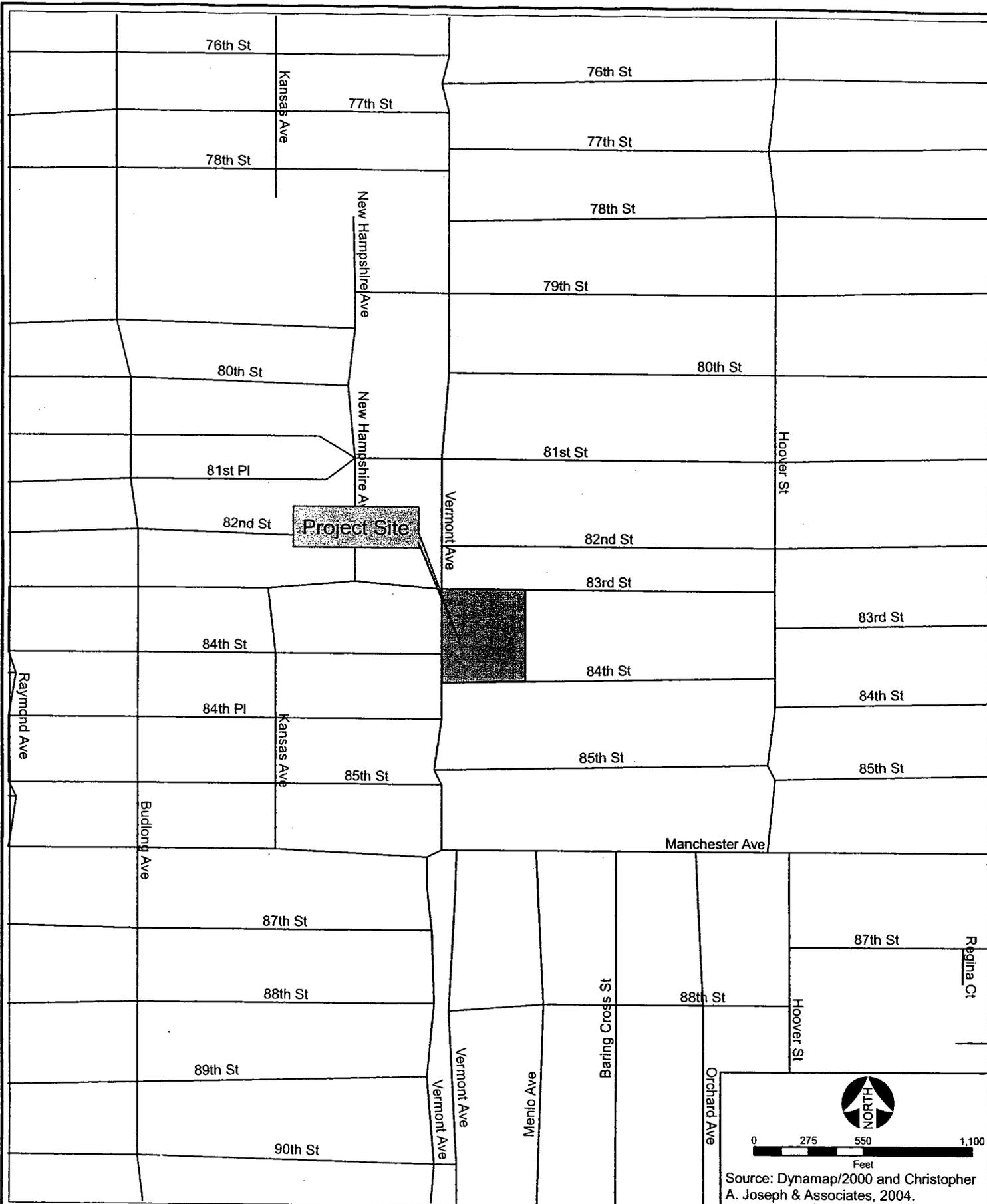


Source: Christopher A. Joseph & Associates, 2004



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Figure II-1
Regional Location

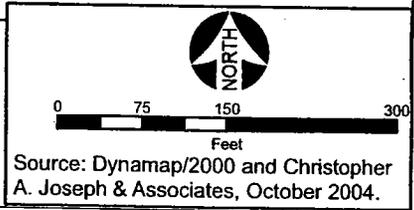
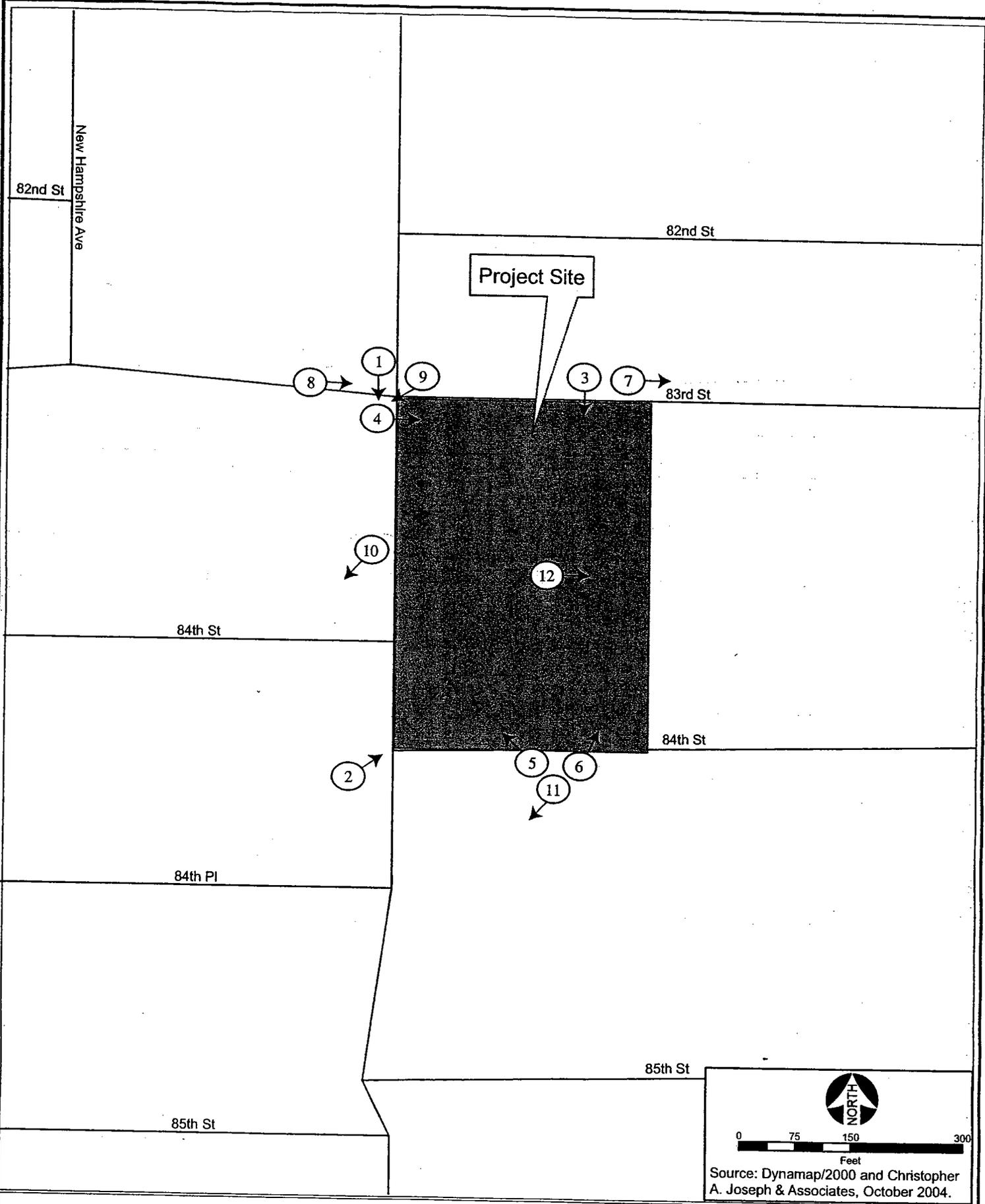


Source: Dynamap/2000 and Christopher A. Joseph & Associates, 2004.

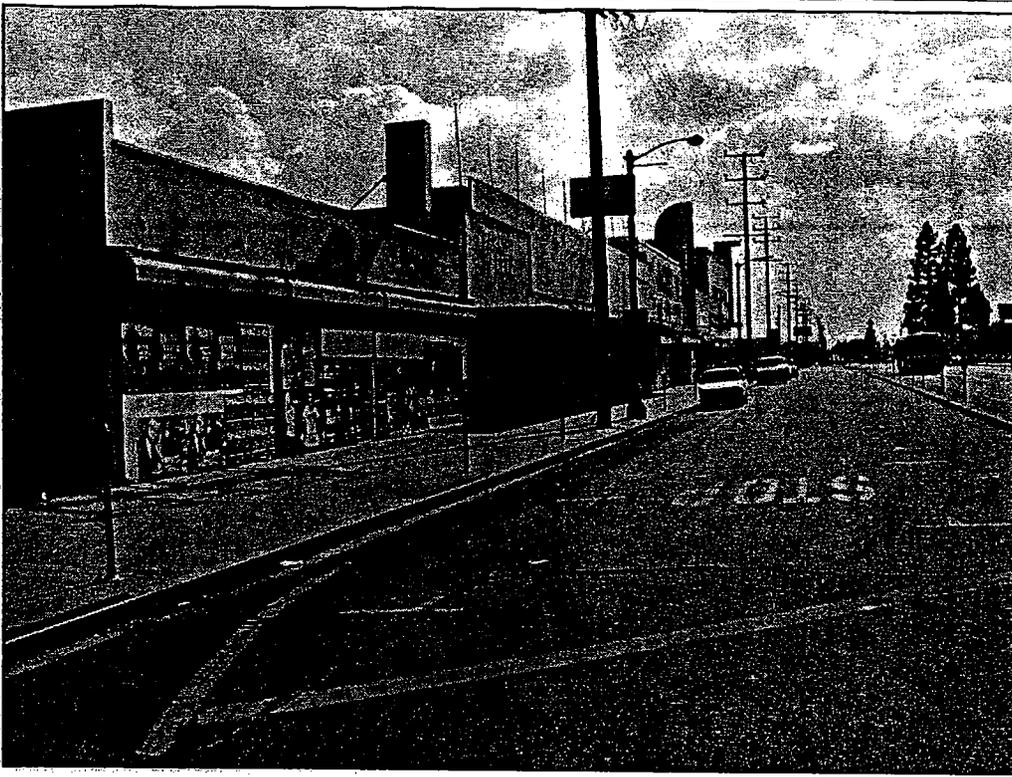


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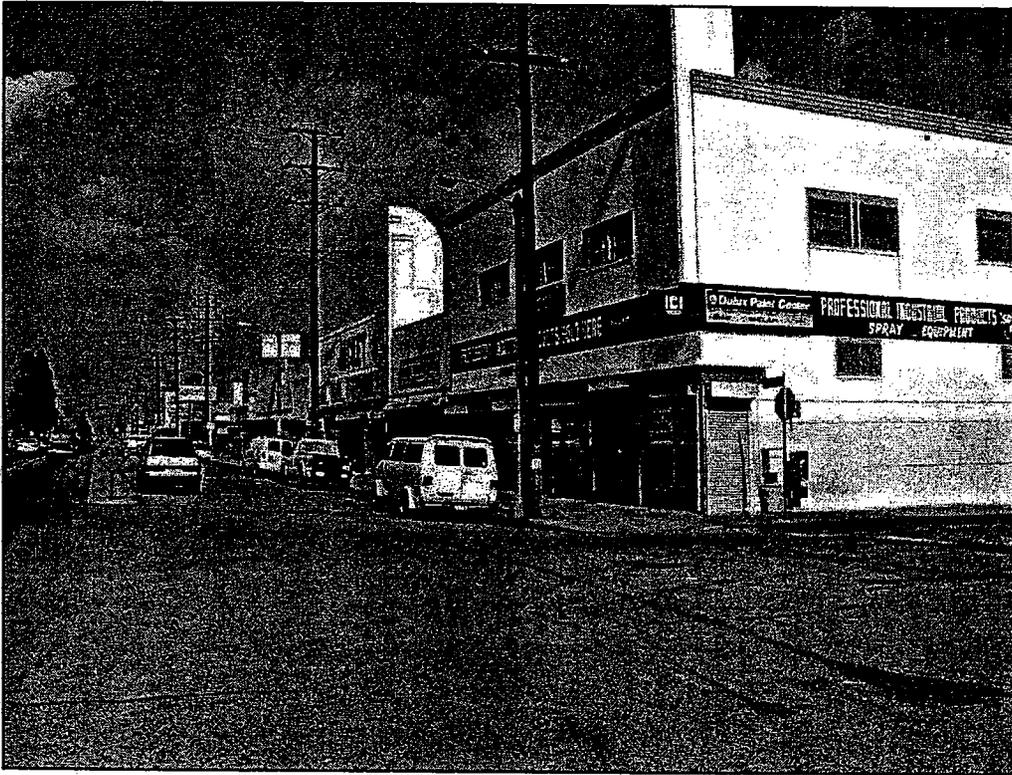
Figure II-2
Project Location Map



Source: Dynamap/2000 and Christopher A. Joseph & Associates, October 2004.



View 1: Looking south from the Vermont Avenue/83rd Street intersection along the frontage road and vacant buildings of the project site.



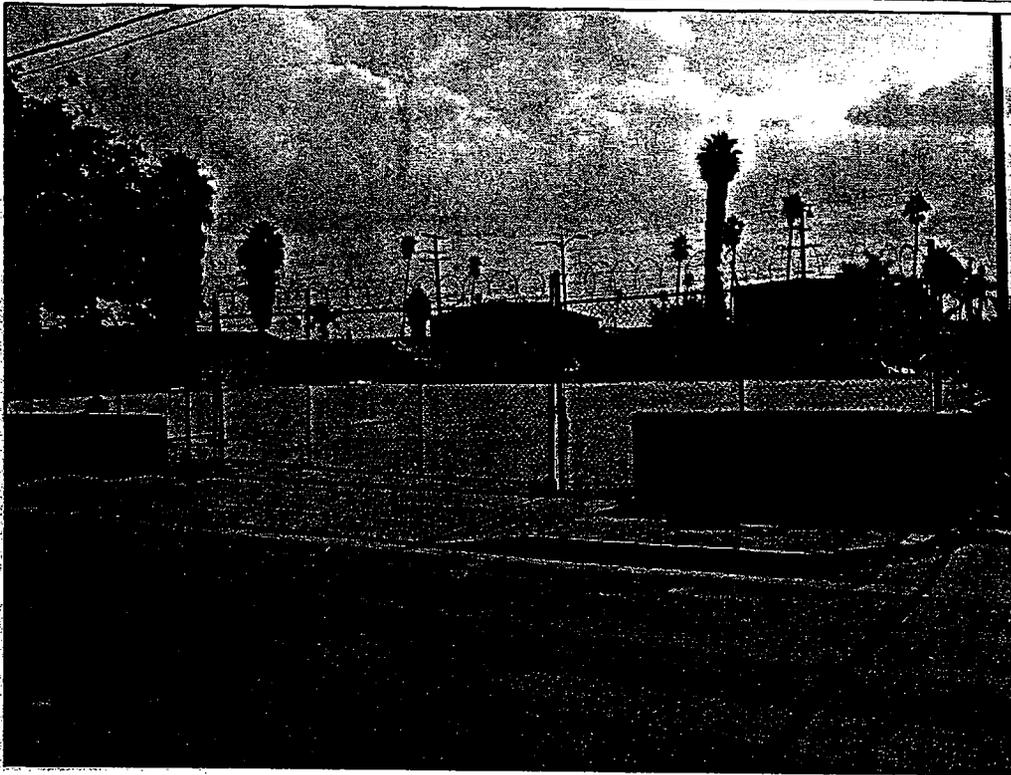
View 2: Looking northeast from the Vermont Avenue/84th Street intersection at the Dulux Paint Center and Vermont Avenue frontage road.

Source: Christopher A. Joseph & Associates, October 2004.

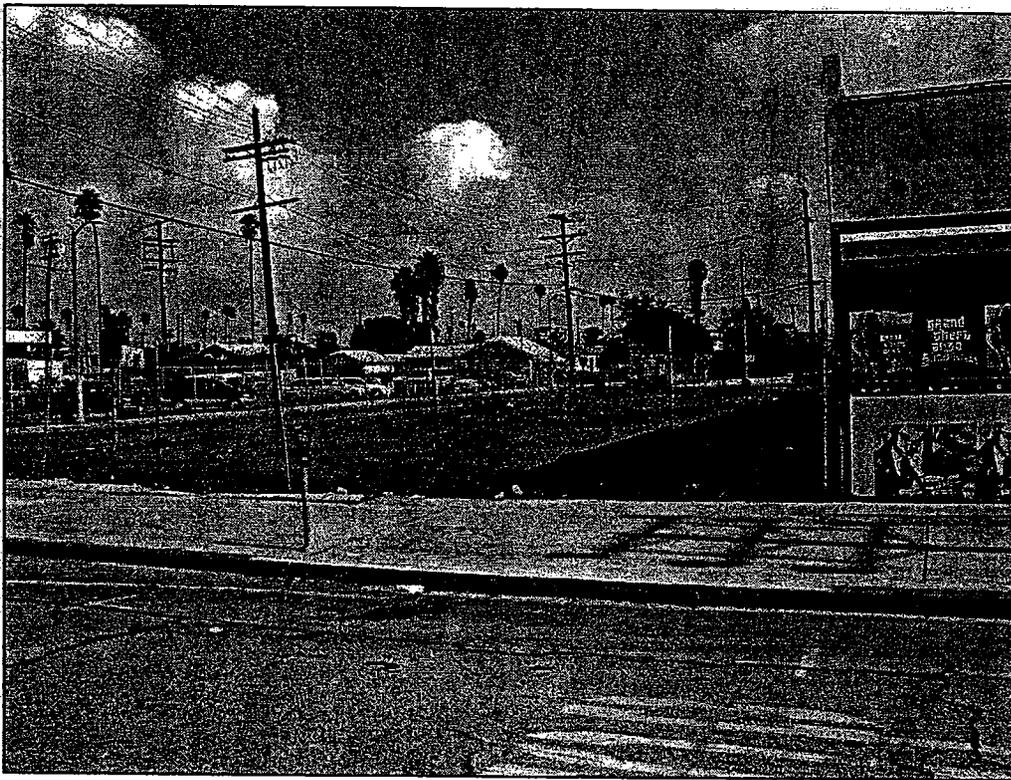


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Figure II-4
Photographs of the Project Site
Views 1 and 2



View 3: Looking south across 83rd Street towards the surface parking lot which is located on the northeast portion of the project site.



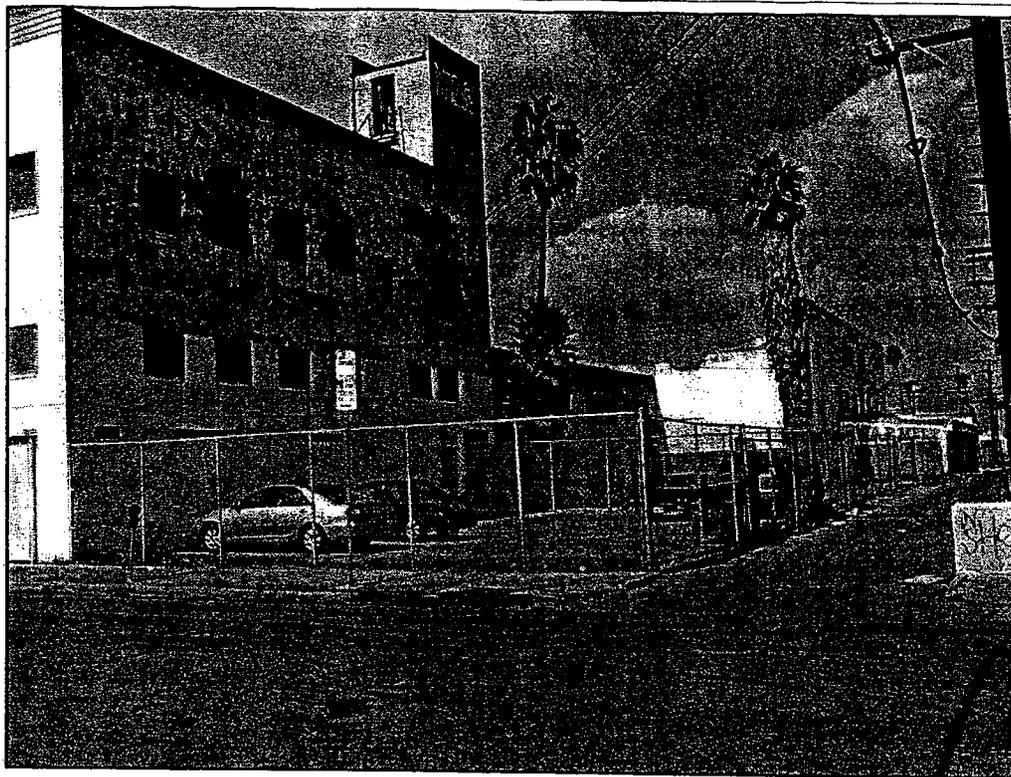
View 4: Looking east from Vermont Avenue near 83rd Street at a vacant lot and building located on the northwest portion of the project site.

Source: Christopher A. Joseph & Associates, October 2004.

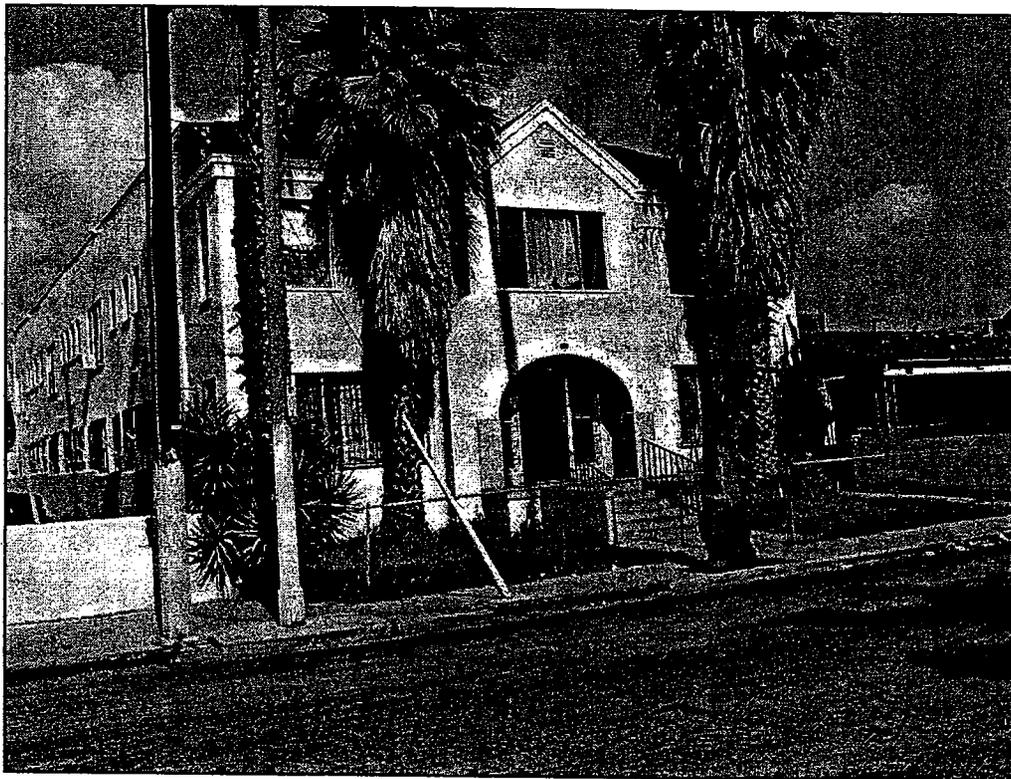


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Figure II-5
Photographs of the Project Site
Views 3 and 4



View 5: Looking north from the 84th Street/alley intersection towards the rear of the buildings that front Vermont Avenue.



View 6: Looking north across 84th Street towards two residential buildings and adjoining surface parking lot located on the southeast portion of the project site.

Source: Christopher A. Joseph & Associates, October 2004.



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Figure II-6
Photographs of the Project Site
Views 5 and 6

Description of the Surrounding Area

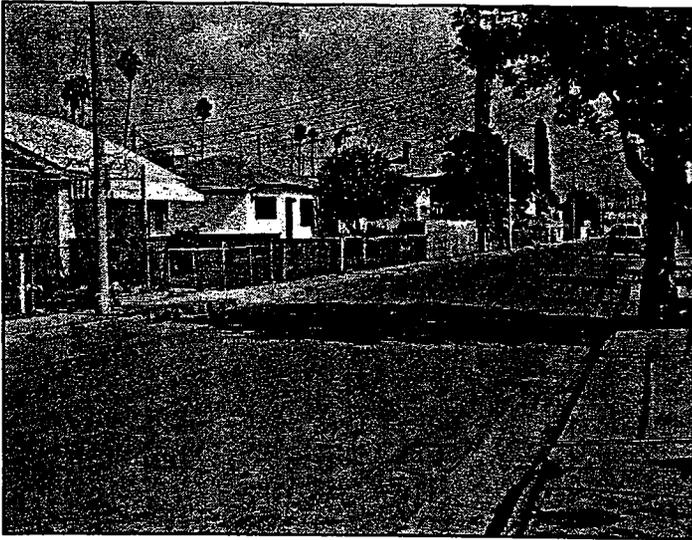
The project site and surrounding area are currently dominated by commercial uses and residential neighborhoods. Single-family residences and multi-family structures are located east of the project site along 83rd and 84th Streets (see Figure II-7, View 7). An east-west orientated alley runs in between the residential uses located on 83rd and 84th Streets (see Figure II-8, View 12). A single-story United States Postal Service, Smart & Final, medical clinic, fast-food restaurants and other commercial/retail uses are located north of the project site (Figure II-7, View 8). To the west of the project site along Vermont Avenue are a variety of convenience stores, a dry cleaners, restaurants and a three-story mixed-use building (see Figure II-7, View 9, Figure II-8, View 10). A large, vacant, unpaved lot exists to the south of the project site, with commercial and retail uses located beyond fronting Vermont Avenue (see Figure II-8, View 11).

Generally, properties fronting Vermont Avenue are zoned for commercial uses, and properties to the east and west of Vermont Avenue are zoned for single- or multi-family residential. Specifically, the project site and adjacent commercial areas fronting Vermont Avenue are zoned [Q] C2-1 (Community Commercial) with a Height District designation of "1".

The properties immediately east of the project site consist of one- and two-story single- and multi-family residential uses. These properties are zoned R3-1 (Multiple Dwelling Zone) with a Height District designation of "1". The R3 designation allows any use permitted in the R2 zone, such as single-family dwellings, parks, playgrounds, community centers, truck gardening, accessory living quarters and home occupations, and apartment houses, multiple dwellings and child care facilities for no more than 20 children. The property immediately south of the project site at the southeast corner of Vermont Avenue and 84th Street is a vacant lot zoned [Q]C2-1. Properties to the west of the project site consist of one- and two-story commercial uses, zoned [Q]C2-1 (Community Commercial) with a Height District designation of "1".

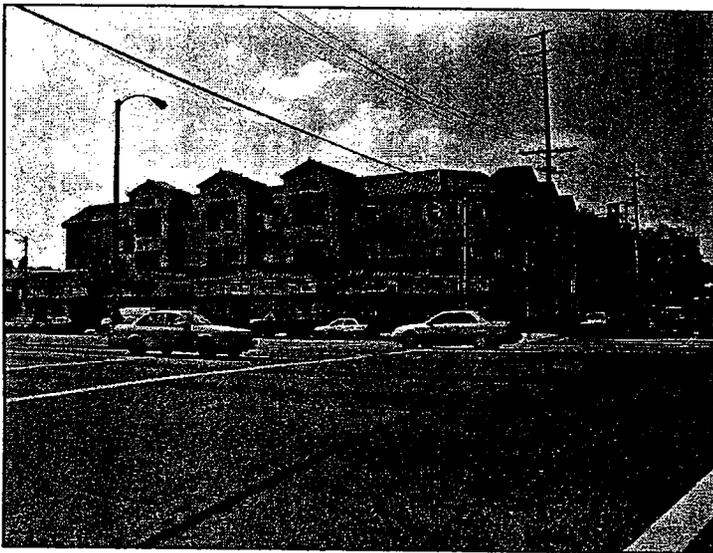
PROPOSED PROJECT DESCRIPTION

The proposed project is the development of a four-story government office building that would provide up to 220,000 gross square feet for use by four Los Angeles County Departments- Public Social Services, Children and Family Services, Child Support Services and Mental Health. The office building would be located along 84th Street and would provide up to 4,000 square feet of fast food, restaurant or retail use on the ground floor. Parking for the proposed project would be provided by a seven-level parking structure, providing approximately 900 parking spaces. The parking structure would be located along 83rd Street. As the County requires any facility over 50,000 square feet which it occupies to provide a child care facility for its employees, a 6,000 square-foot child care center would be located on the first floor between the office building and parking structure and



View 7: Looking east down 83rd Street towards the residential uses located to the east and north of the project site.

View 8: Looking east from the Vermont Avenue/83rd Street intersection towards the U.S. Post Office located immediately north of the project site.



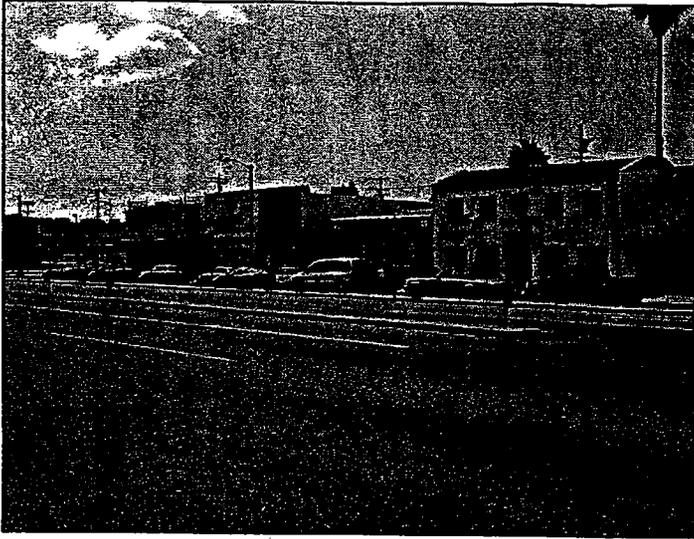
View 9: Looking west across the Vermont Avenue/83rd Street intersection from the project site towards a three-story mixed-use building.

Source: Christopher A. Joseph & Associates, October 2004.



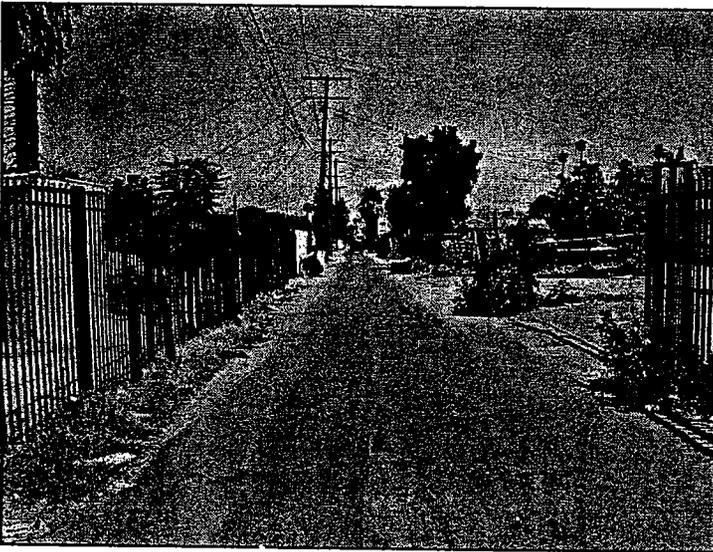
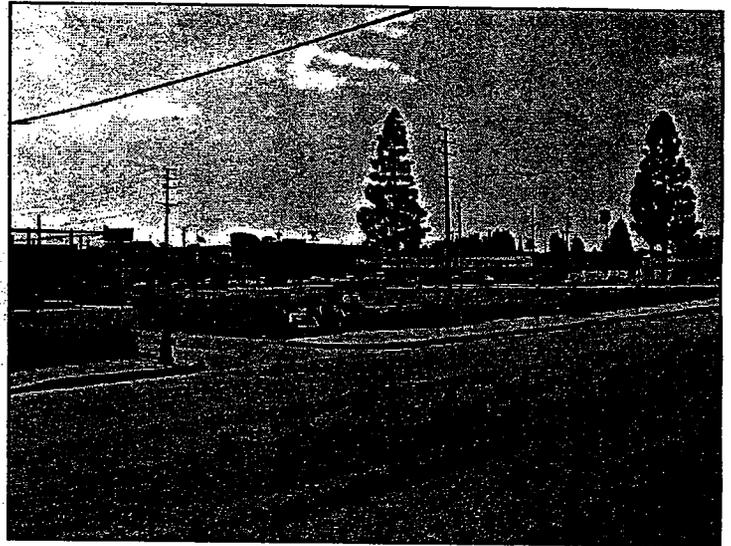
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Figure II-7
Photographs of Surrounding Uses
Views 7, 8 and 9



View 10: Looking southwest across Vermont Avenue from the project site towards surrounding commercial and retail uses.

View 11: Looking southwest from the southern portion of the project site towards a vacant lot with commercial and retail uses in the background along Vermont Avenue.



View 12: Looking east down the east-west orientated alley, which bisects the project site. Residential uses are located to the north and south of this alley.

Source: Christopher A. Joseph & Associates, October 2004.



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Figure II-8
Photographs of Surrounding Uses
Views 10, 11 and 12

would serve only children of the Los Angeles County staff employed at the project site. The proposed child care center would accommodate between 80 to 100 children and would be linked to a 7,500 square-foot outdoor play area.

All structures and improvements currently located on-site would be demolished. Furthermore, to develop the proposed project, the applicant is requesting the City of Los Angeles to vacate and convey ownership of approximately 2,550 square feet of an existing east-west alley and 6,508 square feet of an existing north-south alley, both of which are located between 83rd and 84th Streets, to the project applicant. In addition, the applicant is requesting the City of Los Angeles to vacate and convey ownership of approximately 11,489 square feet of a frontage road, which parallels Vermont Avenue in front of the project site, to the project applicant. A new north-south orientated alley would be created on the eastern portion of the project site, connecting 83rd and 84th Streets, and would also serve as the eastern project site boundary.

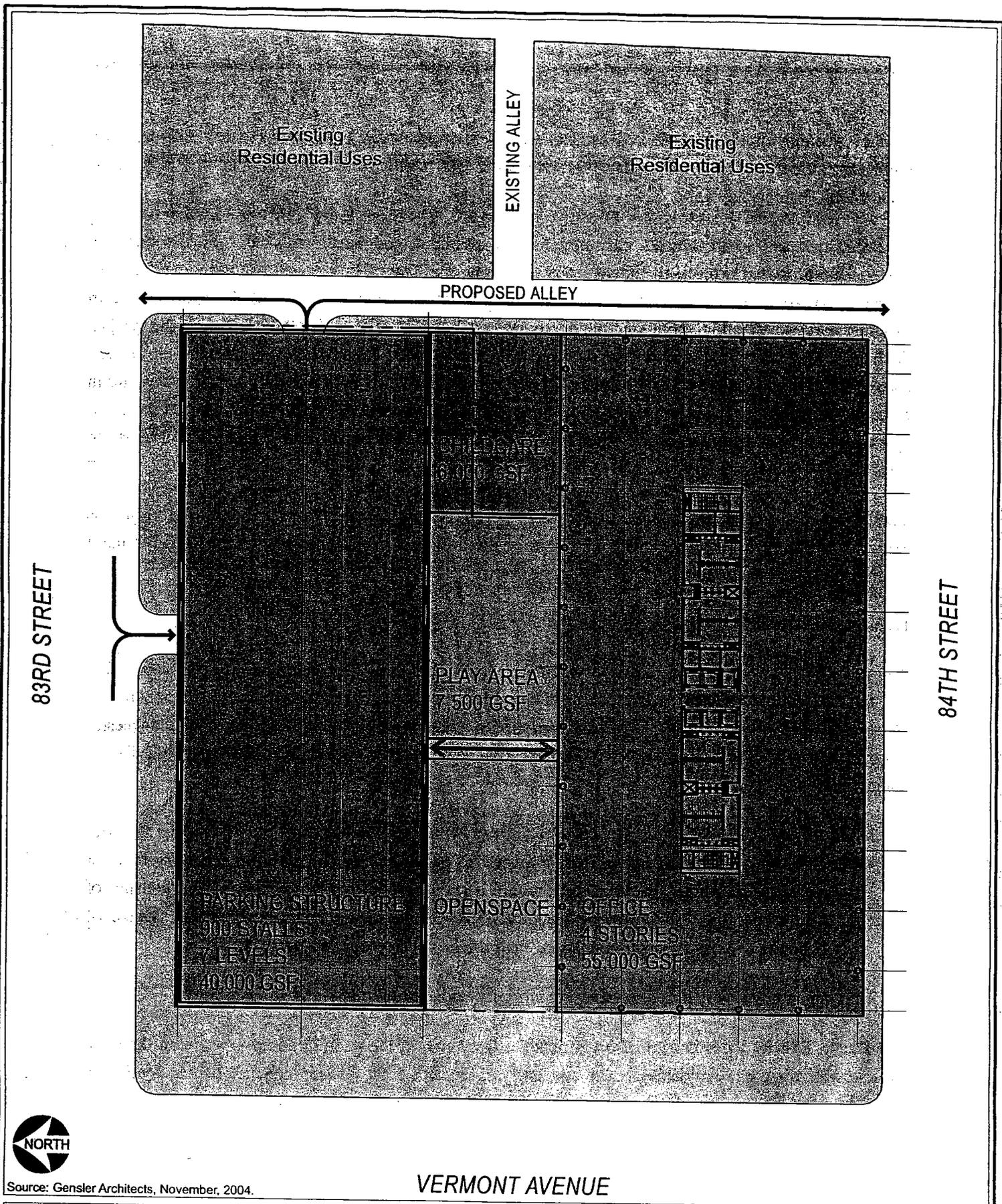
The proposed site plan is presented in Figure II-9. An artistic perspective of the proposed project is depicted in Figure II-10 with elevational views of the proposed project from 84th Street and Vermont Avenue presented in Figures II-11 and II-12, respectively.

Existing Site Zoning/Land Use

The project area is located in the CRA Vermont/Manchester Recovery Redevelopment Project Area, the South Central Alcohol Sales Specific Plan Area, and within the South Central Los Angeles Community Plan Area. The "Q" Condition applies to all property within the Vermont/Manchester Recovery Redevelopment area. The [Q] designation restricts the project site to comply with the C2 zoning guidelines as follows:

1. Floor area ratio (FAR) is limited to 1.5:1 for commercial developments. In calculating floor area within a building in all height districts, parking floor space with necessary interior driveways and ramps thereto, space within a roof structure or penthouse for the housing of building operating equipment or machinery, space provided for the landing and storage of helicopters and basement storage space shall not be considered; and
2. Plan approval is required to ensure conformity with design guidelines.

The Height District 1 designation also restricts the floor area of the main building to no more than one and one-half times the buildable area of the lot (i.e., FAR 1.5:1). In addition, all of the South Los Angeles community is subject to the provisions of the South Central Alcohol Sales Specific Plan. However, as the proposed project would not serve or sell alcohol on-site, the provisions are not applicable to this project.



Source: Gensler Architects, November, 2004.

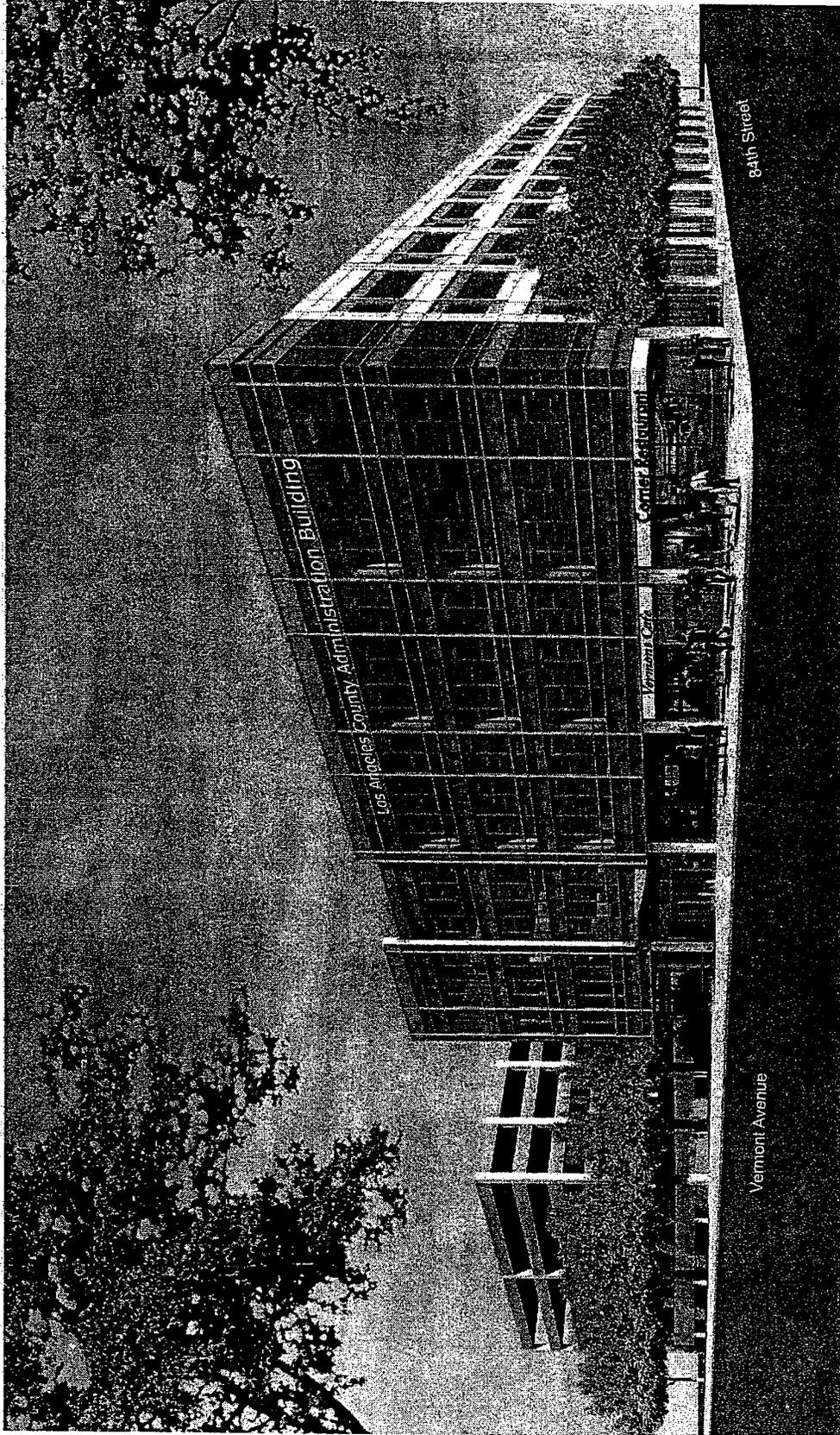


VERMONT AVENUE



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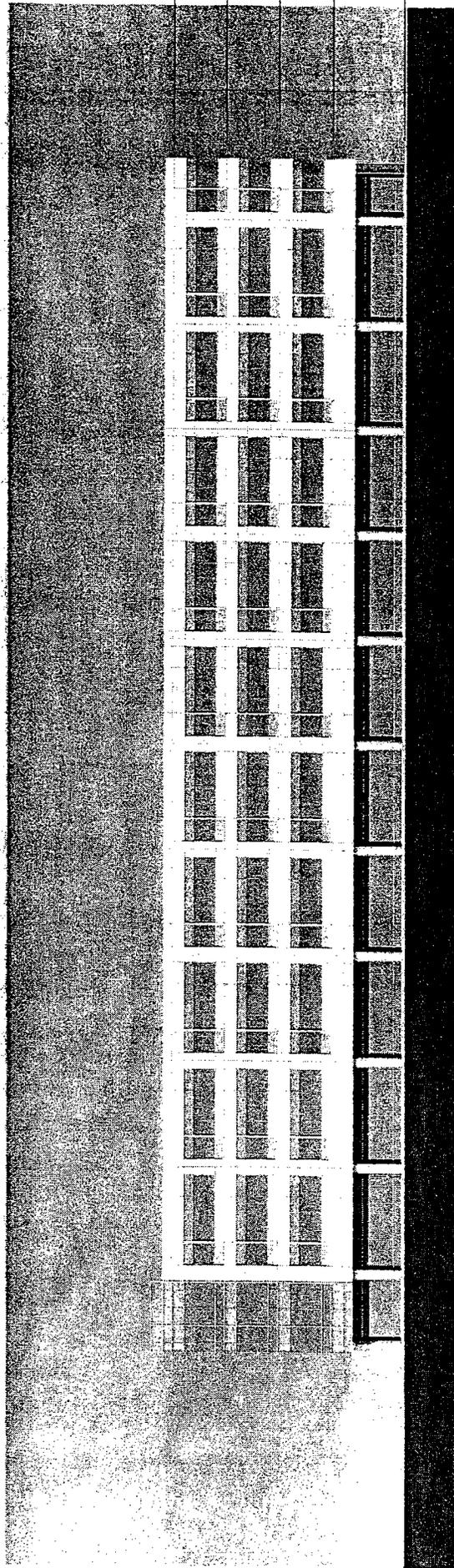
Figure II-9
Proposed Site Plan



Source: Gensler Architects, November, 2004.

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Figure II-10
Artistic Perspective of the Proposed Project



ROOF
EL. + 65'-0"

4TH FLOOR
EL. + 50'-0"

3RD FLOOR
EL. + 35'-0"

2ND FLOOR
EL. + 20'-0"

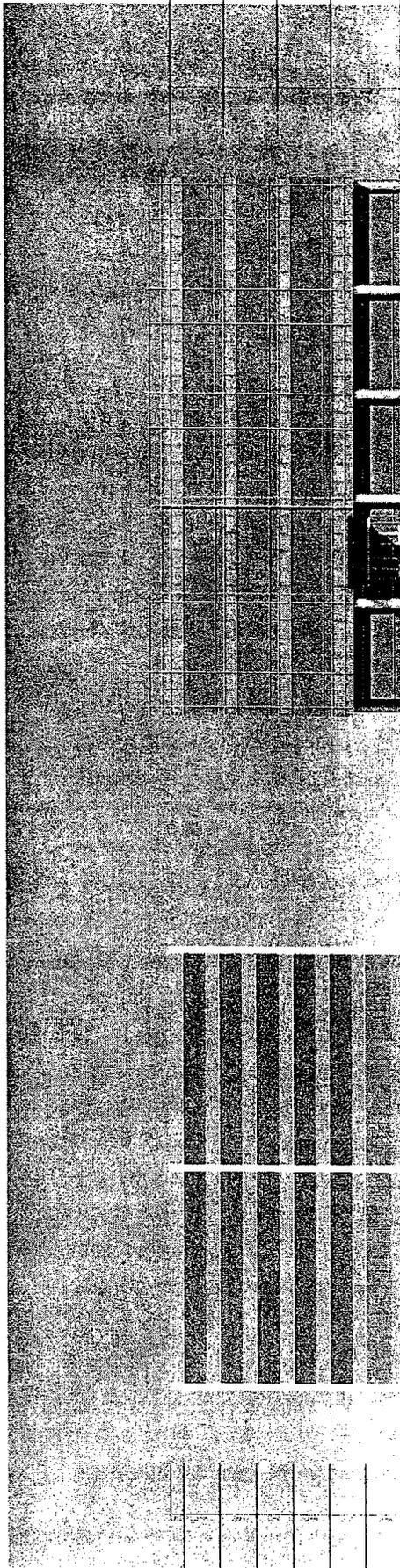
GROUND
FLOOR
EL. + 0'-0"

84th Street

Source: Genier Architects, March 25, 2004.

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Figure II-11
Elevational View of the Proposed Project from 84th Street



ROOF
EL. + 65' 0"

4TH FLOOR
EL. + 50' 0"

3RD FLOOR
EL. + 35' 0"

2ND FLOOR
EL. + 20' 0"

GROUND FLOOR
EL. 0' 0"

7TH LEVEL
EL. + 82' 0"

6TH LEVEL
EL. + 67' 0"

5TH LEVEL
EL. + 52' 0"

4TH LEVEL
EL. + 37' 0"

3RD LEVEL
EL. + 22' 0"

2ND LEVEL
EL. + 7' 0"

1ST LEVEL
EL. 0' 0"

Source: Gentler Architects, March 25, 2004.

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Figure II-12
Elevational View of the Proposed Project from Vermont Avenue

The General Plan land use designation for the project site is Community Commercial. This designation is consistent with the C2 zoning for the proposed project. In addition, Footnote No. 1 on the Land Use map specifies that the height district for the zones included in the Community Commercial designation shall comply with Height District No. 1. Height District No. 1 for commercial and industrial zones allows one and one half times the buildable area of a lot. Height District No. 1 applies to the proposed project. Therefore, the floor area of office building, child care center and parking structure in the C2 zone must not exceed one and one-half to one times the buildable area of the lot, or 217,582 square feet (145,055 x 1.5).

In addition, the proposed project is a commercial project located on a corner lot adjacent to a property zoned R3-1. As such, the project site is also designated as a Commercial Corner Development.

Building Height

The proposed office building would be four stories in height while the parking structure would be six stories, containing seven levels of parking. The proposed project is the commercial use of a corner lot located in a C zone in Height District No. 1, and is adjacent to single-family and multi-family residential uses. Since the project site is designated as a Commercial Corner Development, a height restriction of 45 feet applies. However, as part of the proposed project, a Conditional Use Permit (CUP) would be obtained to allow a deviation of the 45-foot height limit to a height not to exceed 75 feet. With approval of the CUP, the proposed project would comply with all applicable height regulations.

Proposed Parking

A free standing, six-story parking structure providing seven levels of above-ground parking with approximately 900 parking spaces and would be built adjacent to the proposed office building. The parking structure would be located directly north of the proposed office building. Both County employees and the public would have access to the parking structure. In addition, security staff who would patrol the parking structure would be provided by the County, either by its own employees, e.g., County Safety Police, or a third party security company.

The County's parking requirement for the proposed project is 4.5 spaces per 1,000 square feet of rentable space. The proposed project would provide 220,000 gross square feet, 200,000 of which would be rentable. Therefore, under the County requirements, the proposed project would be required to provide 900 (4.5 x (200,000 ÷ 1,000)) parking spaces. Under the LAMC, the parking requirement for a redevelopment area is two spaces per 1,000 square feet; however the County requirement provides more parking spaces. Nevertheless, in compliance with the parking requirements of the Redevelopment Plan, the proposed project would pave, have proper drainage and landscape in the parking garage, and would use shield protector to prevent light spillage onto adjacent properties.

Access

Vehicular ingress and egress to the proposed parking structure would be from 83rd Street. In addition, a second egress point would be located in the proposed north-south orientated alleyway. A ground level, dedicated pedestrian access between the parking structure and office building would be provided. Pedestrian access to the proposed office building would be from Vermont Avenue.

Architectural Style

Based upon Figures II-10 and II-11, the proposed office building would be of contemporary design featuring a non-reflective glass curtain wall facing Vermont Avenue and alternating horizontal bands of glass windows and colored exterior plaster on the other walls. The Child Care Center play area would be designed to follow the guidelines described in the Manual of Policies and Procedures for Child Care Center prepared by the State of California.

The landscape design for the project site would follow the Xeriscape principles, with street trees placed per City of Los Angeles requirements, if applicable.

Operational Characteristics

As stated above, the office building would be occupied by four County Departments, consisting of Public Social Services, Children and Family Services, Child Support Services and Mental Health. The office building would be open to County staff and visitors from 7 am to 3 pm Monday through Friday. After 3 pm only County staff would be permitted to enter the building.

- Department of Public Social Services (DPSS): CalWORKS program will be located here which provides job training services. This Department will occupy approximately 67,000 square feet and has 300 employees. Current active caseload: 16,569 cases within 1-3 mile radius of site.
- Department of Children & Family Services (DCFS): provides comprehensive child protection, adoption, and foster care services; also a public health nurse will be on site. This department will occupy approximately 72,000 square feet and has 404 employees. Current active caseload: 4,030 cases within 1-3 mile radius of site.
- Child Support Services Department: Establishes parentage; enforces medical support, child support and spousal support court orders. This department will occupy approximately 53,000 square feet and has 240 employees. At least 20 percent of the caseload is from the community (19,000 community based cases are estimated).
- Department of Mental Health: This department will take a portion of the currently unallocated remaining 8,000 square feet. This department provides psychological counseling services.

The County projects total employees of 900-1200 as previously discussed with new hires estimated at 90-120.

Child Care Center

As the County requires any facility over 50,000 square feet which it occupies to provide a child care facility for its employees, a 6,000 square-foot child care center would be located on the first floor between the office building and parking structure and would serve only children of the Los Angeles County staff employed at the project site. The proposed child care center would accommodate between 80 to 100 children and would be linked to a 7,500 square-foot outdoor play area.

Retail

The project envisions 4,000 square feet of urban convenience/quick service restaurants, such as Starbucks and Quiznos. Operating Hours will probably be 7:00 AM to 7:00 PM. Retailers will serve the needs of the employees and visitors to the building as well as employees and visitors to businesses on Vermont and Manchester in the vicinity of the building. Community residents would also be served

Parking

The 900-space parking structure would serve all the above uses.

Construction Schedule

Construction would begin once all permits have been granted by the appropriate agencies. It is anticipated that once demolition begins, it would take approximately 15 months for the proposed project to be completed. Building and paving rubble would be hauled away to an approved dump site. However, masonry and asphalt would be hauled to a recycling facility or used as necessary fill at most dump sites. No basement or subterranean parking level is proposed for the office building or parking structure, respectively. It is estimated that approximately 5,000 cubic yards of earth would be exported from the project site. In order to dispose of all excavated material, the material would be exported by truck via a southerly route down Vermont Avenue, east onto W. Manchester, ultimately reaching the Harbor freeway. However, no disposal site has been identified at this time. The proposed excavation and haul route will require approvals by the City of Los Angeles.

The staging for all construction equipment would be located on-site, however construction-worker parking would be provided by securing a lot in the project vicinity (not to exceed 1,000 feet from the project site) or public street parking if a parking lot is not available.

OPTION B

In addition to analyzing the environmental impacts of the proposed project, this Initial Study also addresses the impacts of a secondary project site configuration, called Option B. Because the proposed project is still in a conceptual stage all building orientation issues have not yet been addressed. Therefore, Option B is presented for the purposes of informed decision making with respect to other possible building orientations. In general, the project description for Option B is similar to the proposed project. Option B is comprised of a 220,000 gross square-foot office building with up to 4,000 square-feet of fast-food, restaurant or retail use on the ground floor, seven-level parking structure and 6,000 square-foot child care center with a 7,500 square-foot play area. The building heights, architectural design and construction schedule would also remain unchanged. The difference between the proposed project and Option B is the positioning of the project structures within the project site. Option B would rotate the orientation of the project structures 90 degrees.

Under Option B, the office building would front the entire length of Vermont Avenue, with the parking structure located behind it, to the east. The child care center and related play area would be located between the two structures (see Figure II-13). The two alleys and Vermont Avenue street vacations would still be implemented under Option B. The existing east-west orientated alley would be removed, similar to the proposed project; however, the proposed north-south orientated alley would not be constructed. In addition, similar to the proposed project, the east-west orientated alleyway would be shortened. Vehicular ingress and egress would be provided by two driveways, one located off of 83rd Street, the other from 84th Street.

Option B is included in this assessment since the project design is in a preliminary stage and the "best fit" for the project orientation on the project site has not been determined. This Option is not included to mitigate any significant impacts, but rather, to determine the best functional arrangement of the structures and access on the project site.

DISCRETIONARY APPROVALS REQUIRED

The Project is anticipated to be occupied by governmental agencies of Los Angeles County for the purpose of providing government services. The County is a governmental agency expressly exempt from local land use regulation. It is the pattern and practice of the City of Los Angeles to exempt Los Angeles County facilities from the City of Los Angeles Building and Zoning Code.¹ This exemption is effected by issuance of a Zoning Administrator's Interpretation finding that a particular County facility

¹ *City of Los Angeles Memorandum, January 23, 1995, from Richard Holguin, Chief of Building Bureau to All Plan Checkers and Inspectors.*

such as is proposed in this project is exempt from City zoning. A request for such a determination has been submitted to the City Zoning Administrator.

If the Zoning Administrator determines that this project is exempt from local zoning, then the Project will not require any discretionary planning approvals such as a conditional use permit or tract map (see approvals one and two below). However, approvals three through six below, would still be required. Street and alley vacations required to implement this process would be submitted to the City for consideration because another government agency project such as the proposed project may not encroach upon the City's right-of-way without first obtaining an encroachment permit or a vacation of the right-of-way.

If the City of Los Angeles determines that this proposed project is not exempt from local zoning, or if the County voluntarily subjects itself to local zoning, then the following land use approvals would be required from the City of LA:

1. From the City of Los Angeles, the Applicant would request approval of a Conditional Use Permit for a Commercial Corner Development (CCD) project pursuant to the LAMC Section 12.24 W27.
2. From the City, the Applicant would request approval of a Tentative Tract Map, which would include alley and street vacations/mergers.
3. From the City, the Applicant would request approvals of an excavation permit and haul route.
4. From the CRA, the Applicant would request approval for either a Disposition and Development Agreement (DDA), an Owner Participation Agreement (OPA), or a Purchase and Sale Agreement.
5. From the CRA, the project would be subject to the Design Review and approval process.
6. From the CRA, the Applicant would request approval of a deviation from the Design Guidelines for the Vermont Avenue Shopping Center Development Area's 10 foot landscaped rear yard requirement.

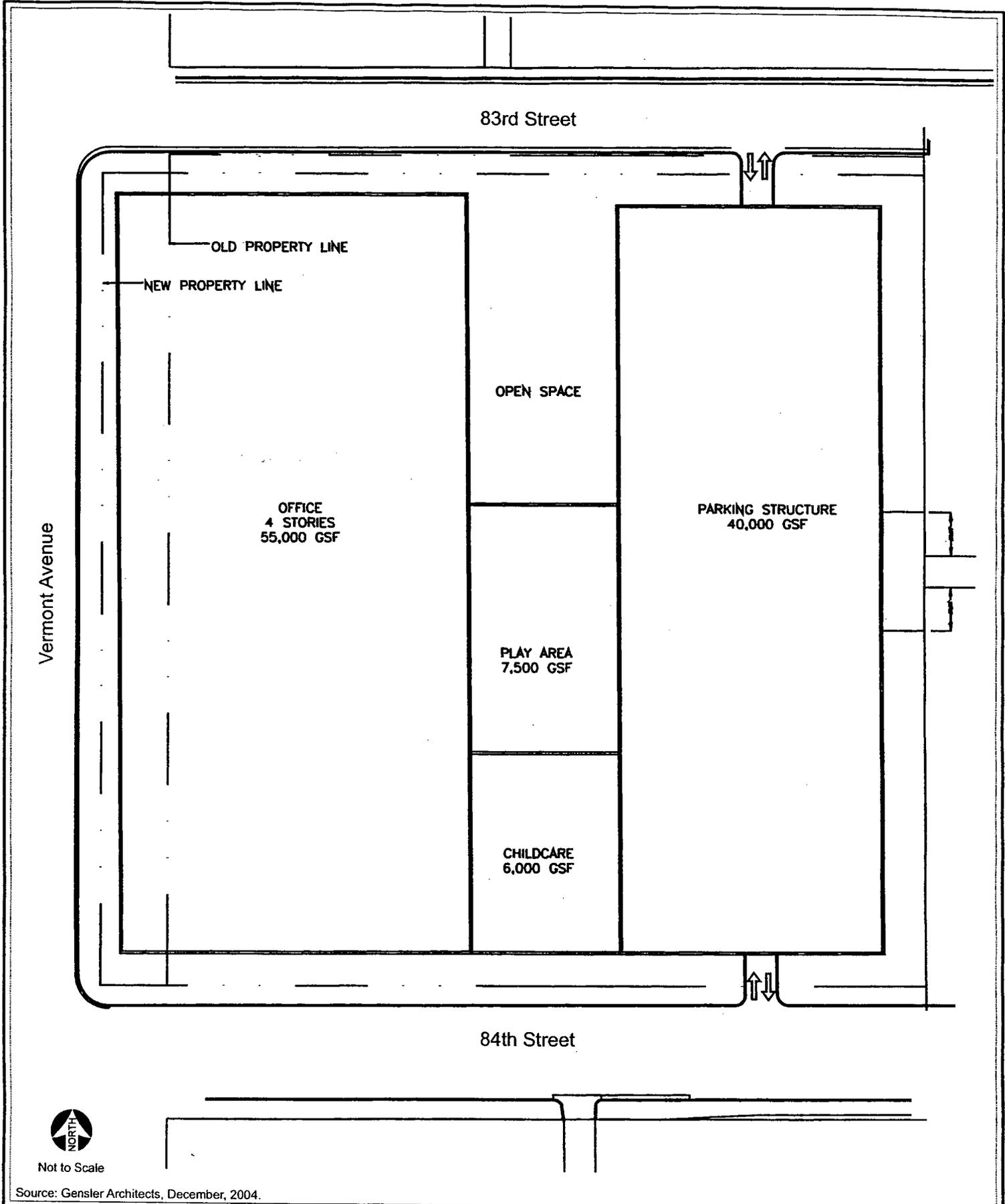


Figure II-13
Proposed Site Plan for Option B

THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LOS ANGELES
CALIFORNIA ENVIRONMENTAL QUALITY ACT
INITIAL STUDY AND CHECKLIST

Date: February 8, 2005

Project Title: Manchester Vermont Village

Project Location: See Section II, Project Description

Project Description: See Section II, Project Description

DETERMINATION

On the basis of the attached initial study checklist and evaluation:

- I find 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 the mitigation measures described in Attachment Three have been added to the project. A NEGATIVE DECLARATION WILL BE PREPARED.
- I find the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that THERE IS ADDITIONAL INFORMATION for the proposed project with respect to environmental conditions, impacts, mitigation measures or alternatives identified in the prior environmental impact report. Only minor additions or changes will be necessary to make the previous EIR adequately apply to the project in the changed situation and a SUPPLEMENT TO THE EIR will be prepared.
- I find that none of the conditions requiring an additional environmental document have occurred.

Prepared by:


Dr. Robert Manford, City Planner

**ENVIRONMENTAL IMPACTS**

(Explanations of all potentially and less than significant impacts are required to be attached on separate sheets)

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
I. AESTHETICS. Would the project:				
a. Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings, or other locally recognized desirable aesthetic natural feature within a city-designated scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
II. AGRICULTURAL 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 Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict the existing zoning for agricultural use, or a Williamson Act Contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
III. AIR QUALITY. The significance criteria established by the South Coast Air Quality Management District (SCAQMD) may be relied upon to make the following determinations. Would the project result in:				
a. Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

- d. Expose sensitive receptors to substantial pollutant concentrations?
- e. Create objectionable odors affecting a substantial number of people?

IV. BIOLOGICAL RESOURCES. Would the project:

- a. Have a substantial adverse effect, either directly or through habitat modification, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations by the California Department of Fish and Game or U.S. Fish and Wildlife Service?
- b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in the City or regional plans, policies, regulations by the California Department of Fish and Game or U.S. Fish and Wildlife Service?
- c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh vernal pool, coastal, etc.) Through direct removal, filling, hydrological interruption, or other means?
- d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?
- e. Conflict with any local policies or ordinances protecting biological resources, such as 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?

V. CULTURAL RESOURCES: Would the project:

- a. Cause a substantial adverse change in significance of a historical resource as defined in State CEQA Section 15064.5?
- b. Cause a substantial adverse change in significance of an archaeological resource pursuant to State CEQA Section

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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15064.5?

- | | | | | | |
|----|--|--------------------------|-------------------------------------|--------------------------|--------------------------|
| c. | Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. | Disturb any human remains, including those interred outside of formal cemeteries? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

VI. GEOLOGY AND SOILS. Would the project:

- | | | | | | |
|------|---|--------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| a. | Exposure of people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving : | | | | |
| i. | Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| ii. | Strong seismic ground shaking? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| iii. | Seismic-related ground failure, including liquefaction? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| iv. | Landslides? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. | Result in substantial soil erosion or the loss of topsoil? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. | Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potential result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d. | Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. | Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

VII. HAZARDS AND HAZARDOUS MATERIALS. Would the project:

- | | | | | | |
|----|--|--------------------------|-------------------------------------|--------------------------|-------------------------------------|
| a. | Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. | Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for the people residing or working in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

VIII. HYDROLOGY AND WATER QUALITY. Would the proposal result in:

a. Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Substantially deplete groundwater supplies or interfere with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned land uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in an manner which would result in flooding on- or off site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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or provide substantial additional sources of polluted runoff?

- | | | | | | |
|----|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| f. | Otherwise substantially degrade water quality? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g. | Place housing within a 100-year flood plain as mapped on federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| h. | Place within a 100-year flood plain structures which would impede or redirect flood flows? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| i. | Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| j. | Inundation by seiche, tsunami, or mudflow? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

IX. LAND USE AND PLANNING. Would the project:

- | | | | | | |
|----|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a. | Physically divide an established community? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. | Conflict with applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including but not limited to the general plan, specific plan, coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. | Conflict with any applicable habitat conservation plan or natural community conservation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

X. MINERAL RESOURCES. Would the project:

- | | | | | | |
|----|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a. | Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. | Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

XI. NOISE. Would the project:

- | | | | | | |
|----|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a. | Exposure of persons to or generation of noise in level in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. | Exposure of people to or generation of excessive groundborne vibration or groundborne noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. | A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XII. POPULATION AND HOUSING. Would the project:

a. Induce substantial population growth in an area either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Displace substantial numbers of existing housing necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Displace substantial numbers of people necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

a. Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

XIV. RECREATION.

a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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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?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

XV. TRANSPORTATION/CIRCULATION. Would the project:

- a. Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to ratio capacity on roads, or congestion at intersections)?
- b. Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?
- c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?
- d. Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?
- e. Result in inadequate emergency access?
- f. Result in inadequate parking capacity?
- g. Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XVI. UTILITIES. Would the project:

- a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?
- b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?
- c. Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?
- d. Have sufficient water supplies available to serve the project from existing entitlements and resource, or are new or expanded entitlements needed?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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environmental effects?

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| d. Have sufficient water supplies available to serve the project from existing entitlements and resource, or are new or expanded entitlements needed? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| g. Comply with federal, state, and local statutes and regulations related to solid waste? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

XVII. MANDATORY FINDINGS OF SIGNIFICANCE.

- | | | | | |
|--|--------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Does the project have impacts which are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of an individual project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects). | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Does the project have environmental effects which cause substantial adverse effects on human beings, either directly or indirectly? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

DISCUSSION OF THE ENVIRONMENTAL EVALUATION (Attach additional sheets if necessary)

PREPARED BY <i>ROBERT MANFRA</i>	TITLE <i>City Planner</i>	TELEPHONE # <i>1912</i>	DATE <i>2-8-05</i>
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IV. ENVIRONMENTAL IMPACT ANALYSIS

1. AESTHETICS

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

A significant impact may occur if a project introduces incompatible visual elements within a field of view containing a scenic vista or substantially blocks views of a scenic vista.

Proposed Project

No Impact. Given the flat terrain in this part of the City of Los Angeles and that the project vicinity is entirely developed, with mostly commercial uses along Vermont Avenue and residential uses along local side streets, no significant views are available from the project site. In addition, based on observations of the project site, the dominance of commercial views seen from the project site and the lack of the project area being identified as part of a scenic highway (see Section 1(b), below), it can be concluded that there are no scenic vistas visible from the project site. While development of the proposed project would increase the height of buildings on the project site (from approximately 40 feet to a maximum of 75 feet, including any mechanical roof structure), no impact is expected to occur given the absence of scenic vistas.

Option B

No Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. The dimensions, gross/net building square floor area, architectural style and exterior building materials under Option B would be the same as those of the proposed project. However, Alternative B would present a continuous building wall along the Vermont Avenue frontage, whereas the proposed project would present more building articulation. Consequently, Option B would create a greater sense of building massing than the proposed project. Nevertheless, neither the proposed project nor Option B would have an adverse effect on a scenic vista.

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

A significant impact would occur only if scenic resources would be damaged and/or removed by development of a project.

Proposed Project

No Impact. The proposed project site is located in a commercially developed area within the community of South Los Angeles. There are no scenic resources or historically significant

buildings¹ on-site (see Section 5(a)) and no State-designated scenic highways are located adjacent to, or within view of the project site.² In addition, the project site is developed with urban uses and does not contain any native California trees of particular aesthetic value (e.g., Oak trees). The proposed project would include the removal of approximately seven ornamental non-native Palm trees, but the only trees recognized by the City of Los Angeles for their aesthetic value are oak trees (i.e., City of Los Angeles Oak Tree Preservation Ordinance). Furthermore, the proposed project would implement a Xeriscape landscape plan, which would include new landscape trees. As the proposed project would not damage and/or remove any scenic resources, no impact would occur.

Option B

No Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. The project site boundaries for Option B are the same as the proposed project. Therefore, the demolition of all existing structures onsite would be the same under Option B as under the proposed project. As such, Option B would not remove any scenic resources or historically significant buildings. In addition, no State-designated scenic highways are located adjacent to, or within view of the project site. Thus, Option B would not damage or remove any scenic resources within a scenic highway and to impact would occur. Consequently, Option B would have a similar impact as the proposed project.

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

A significant impact may occur if a project introduces incompatible visual elements on the project site or visual elements that would be incompatible with the character of the area surrounding the project site.

¹ Written correspondence with Thomas Shackford, Staff Researcher, South Central Coast Information Center, October 5, 2004.

² California Scenic Highway Mapping System, State of California Department of Transportation, website <http://www.dot.ca.gov/hq/LandArch/scenic/cahisys.htm>, October 18, 2004.

Proposed Project

General Character of Project Site and Surrounding Area

Potentially Significant Unless Mitigation Incorporated. The project site is currently developed with commercial buildings, multi-family residences, surface parking lots and a vacant lot. The commercial buildings are mainly constructed of reinforced brick or concrete covered in stucco. All except one of the existing commercial buildings on the project site are vacant. The storefronts of the vacant commercial buildings are boarded over and covered with posters and graffiti. In addition, the vacant commercial building adjacent to the vacant lot has visible signs of fire damage. All the commercial buildings are rundown and in a state of disrepair, as evidenced further by the condition of the rear of the commercial buildings. The rear of the commercial buildings have numerous window frames with no windows, broken fixtures hanging from the walls, are tagged with graffiti and over run by weeds. Since the majority of the commercial buildings are vacant, the area behind them has become a place for people to illegally dispose of their large and small trash items, e.g., wood boxes, trash cans, bed box springs and soda cans. Overall, the commercial portion of the project site is an eyesore of the community (see Figures II-4 through II-6).

The two multi-family residences located onsite are rectangular in shape and covered in stucco, which blends into the style of other residences in the project area. One of the surface parking lots is adjacent to these residences. There are no barriers dividing this surface parking from the north-south and east-west orientated alleys located onsite. The other surface parking lot is surrounded by a chain-link fence with weeds growing through the asphalt.

Development in the project area is characterized by moderately dense urban development, which largely consists of commercial-retail buildings and residences on small lots. Vermont Avenue is dominated with one-story to three-story commercial buildings constructed with similar material as the project site. The residences located along 83rd and 84th Streets vary in height from one- to three-stories with a large portion of them surrounded by high fences. There is little to no landscaped areas along the portion of Vermont Avenue located adjacent to the project site. In addition, aside from the general landscaping in front yards of the residences along 83rd and 84th Streets, these streets are lined with a few palm trees.

Impact of Proposed Project on the General Character of the Surrounding Area

The project site is visible from the surrounding roadways, adjacent residential uses, and commercial uses. Therefore, the proposed project would alter the visual character of the project site through the demolition of the existing onsite uses, which would be replaced with an office building, child care center, and parking structure. There are no buildings of historical

significance on the project site or nearby, as the existing structures on the project site do not display any unique characteristics, such as distinct architectural details or landscaping elements, which might distinguish them from the typical surrounding land uses.

The entire project site is developed except for the vacant lot. As such, the open space on the project site only consists of this vacant lot located in the northern portion of the site. The vacant lot is surrounded by a chain link fence and covered with weeds. Consequently, this undeveloped lot is not considered to be open space that could contribute to the project site's aesthetic value. In addition, the vegetation located onsite consists only of approximately seven non-native palm trees, which are in need of trimming. Thus, the proposed project would not result in the loss, removal, or alteration of any features that contribute to the valued aesthetic character of the project site or the neighborhood, community, or localized area.

To the contrary, the proposed project would offer a beneficial impact in this sense, as it would replace an unsightly vacant lot and rundown, poorly maintained structures (both of which arguably blemish the area's existing visual character) with an attractively modern, commercial development. In addition, unlike most of the surrounding development (including the existing commercial buildings on the project site), the proposed project would incorporate landscaping elements and an open space area between the parking structure and office building to enhance its visual appearance. While no landscape plan has been developed yet, the project applicant indicates the landscape design for the project site would follow xeriscape principles (i.e., use of drought-resistant plants to conserve water), with street trees placed per City of Los Angeles requirements.

Massing and Height

With respect to building mass and height, typical land uses in the project vicinity are generally one- and two-story commercial and/or retail buildings on small parcels. There is a three-story, mixed-use building located on the southwest corner of Vermont Avenue and 83rd Street, which is currently the tallest building in the immediate project vicinity. The proposed project would consist of a seven-level (including the rooftop) parking structure (approximately 60 feet in height) and a four-story office building, approximately 60 feet, but not to exceed 75 feet in height, on 12 parcels. Therefore, the proposed office building would be one-story taller than the existing mixed-use building. As such, the proposed project would become the tallest entity in the immediate project vicinity. Nevertheless, the heights of the proposed project conform to the height restrictions as imposed by its location within Height District No. 1. In addition, with the approval of a Conditional Use Permit to deviate from the design requirements with respect to a Commercial Corner Development (CCD), the height of the proposed project would not conflict with the design guidelines of a CCD. As such, the proposed project would not cause a significant aesthetic impact with respect to height.

If the Zoning Administrator determines that this project is exempt from local zoning, then the Project will not be subject to the CCD's height requirements. Alternatively, if the Zoning Administrator determines that this project is not exempt from local zoning, then the proposed project would conflict with the CCD's height limitations.

Architectural Design

The proposed project would be built in a "classic modern" style. The office building exterior is proposed to be a combination of glass curtain wall and plaster finish, with the glass curtain wall on the Vermont Avenue side and the plaster/window walls are on the other three sides. The proposed glass would be non-reflective. The proposed seven-level parking structure would be located on the north side of the proposed office building. The parking structure would utilize natural ventilation, and consequently would be open on all four sides. To reduce the aesthetic effect of the parking structure's mass upon adjacent residents to the east, a mitigation measure to include the landscaping of the structure's eastern wall is recommended. The intent of the landscaping is to draw the viewer's attention away from the mass of the parking structure and to focus it upon the details of the vegetative plantings. The office building and parking structure would also be required to conform to the design guidelines as outlined in the Design Guidelines for the Vermont Avenue Shopping Center Development Area (see mitigation measures below). Exterior lighting would also correspond with building architecture to beautify the architectural design and to provide comfort and security.

In addition, the proposed north-south alley would become the eastern border of the project site and, therefore, a set back between the project site and adjacent residential uses would be created. With the implementation of a landscape plan and the mitigation measures listed below, potentially significant building massing impacts associated with the proposed parking structure would be reduced to a less-than-significant level.

Overall, the proposed project does not introduce elements which would substantially detract from the existing visual character of the surrounding area. Since the proposed project's location, height, scale and architectural articulation are generally compatible with the existing commercial development located along Vermont Avenue and with implementation of the mitigation measures below, the aesthetic impact to the project area's visual character would be less than significant.

Mitigation Measures

The following mitigation measures shall be implemented to reduce potentially significant building massing and view impacts of the proposed structures:

- 1-1. The applicant shall submit a landscape plan for the proposed office building and parking garage to the Los Angeles Community Redevelopment Agency Planning Department for review and approval prior to the issuance of grading permits.
- 1-2. The east wall of the proposed parking structure shall be designed to avoid large expanses of blank wall visible from residential properties, through architectural treatments such as textured or decorative surfaces, and/or landscaped treatments such as leafy or vining plants and trees. Specifically, the preliminary landscape plan shall propose to grow creeping vines on the walls to soften the visually hard surface, while a combination of trees, shrubs, and ground cover shall be planted in landscape buffers between the structure's walls and the property lines.
- 1-3. The proposed project's design shall be subject to review and approval by Los Angeles Community Redevelopment Agency staff to ensure consistency with the Design Guidelines for the Vermont Avenue Shopping Center Development Area.

Option B

Potentially Significant Unless Mitigation Incorporated. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. The architectural style, height and exterior building materials under Option B would be the same as those of the proposed project. However, Alternative B would present a continuous building wall along the Vermont Avenue frontage, whereas the proposed project would present more building articulation. Consequently, Option B would create a greater sense of building massing than the proposed project. Nevertheless, Option B would replace unoccupied, poorly maintained commercial buildings and a vacant lot and surface parking lot, with an attractively modern commercial development. In addition, Option B would be required to implement Mitigation Measures 1-1 and 1-2.

Similar to the proposed project, Option B would be required to comply with the design guidelines of the South Central Los Angeles Community Plan (see Mitigation Measures 1-3 and 1-4). With implementation of these mitigation measures, Option B would have a less-than-significant impact on the visual character of the project site and its surroundings. Consequently, Option B would have a similar impact as the proposed project.

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

A significant impact may occur if a project introduces new sources of light or glare on the project site, which would be incompatible with the areas surrounding the project site or would pose a safety hazard to motorists utilizing adjacent streets or freeways.

Proposed Project

Lighting

Less Than Significant Impact. The project site is located in a well-lit urban area where there are high levels of ambient nighttime lighting including street lights, architectural and security lighting, indoor building illumination (light emanating from the interior of structures which passes through windows) and automobile headlights. In addition, the existing alleyways and buildings on the project site currently contain lighting.

Night lighting for the proposed project would be provided in order to illuminate walkways, building entrances, parking areas, and driveways, largely to provide adequate night visibility for visitors and workers and to provide a measure of security. The majority of lighting associated with the proposed project would be directed towards the interior of the project site and directed away from the neighboring land uses to minimize brightness and spill. In addition, with implementation of Mitigation Measure 1-1, landscaping could be placed along the eastern border of the project site, further decreasing light spillage onto the adjacent residential uses. The architectural features and facades would also not be designed with reflective materials. Overall, the proposed project would not create excessive lighting which is not visually consistent with surrounding land uses, or result in a substantial increase in light that would affect sensitive nearby uses. Therefore, with respect to lighting, the proposed project would have a less-than-significant impact.

Glare

Glare is a common phenomenon in the Southern California area due mainly to the occurrence of a high number of days per year with direct sunlight and the highly urbanized nature of the region, which results in a large concentration of potentially reflective surfaces. Potentially reflective surfaces in the project vicinity include, automobiles traveling and parked on streets in the vicinity of the project, windows in buildings, and surfaces of brightly painted buildings in the project vicinity. Excessive glare not only restricts visibility but increases the ambient heat reflectivity (i.e., albedo) in a given area.

The office building exterior is proposed to be a combination of glass curtain wall and plaster finish, with the glass curtain wall on the Vermont Avenue side and plaster/window walls on the other three sides. The proposed glass would be non-reflective. These building materials would be expected to minimize potential glare effects along Vermont Avenue. The parking structure would also utilize non-reflective façade materials, to provide a unified architectural statement for the project. Consequently, reflective glare from the parking structure would not be expected to significantly affect the adjacent sensitive residential uses. As such, the proposed

project would not cause excessive glare that is out of character with the commercial and retail land uses surrounding the project site, or would adversely affect day or nighttime views in the area.

Shade/Shadow

Thresholds of Significance

Determination of impacts from shadows is a subjective assessment. According to the L.A. CEQA Thresholds Guide, a shadow impact is normally considered significant if shadow-sensitive uses would be shaded by project-related structures for more than three hours between the hours of 9:00 AM and 3:00 PM Pacific Standard Time (between late October and early April), or for more than four hours between the hours of 9:00 AM and 5:00 PM Pacific Daylight Time (between early April and late October). For the purposes of this study the thresholds outlined above will be used.

The issue of shade and shadow pertains to the blockage of direct sunlight by project buildings, which may affect adjacent properties. Shading is an important environmental issue because the users or occupants of certain land uses, such as residential, recreational/parks, churches, schools, outdoor restaurants, and pedestrian areas have some reasonable expectations for direct sunlight and warmth from the sun. These land uses are termed "shadow-sensitive".

Shadow lengths are dependent on the height and size of the building from which they are cast and the angle of the sun. The angle of the sun varies with respect to the rotation of the earth (i.e. time of day) and elliptical orbit (i.e. change in seasons). The longest shadows are cast during the winter months and the shortest shadows are cast during the summer months.

Winter and Summer Solstice

"Solstice" is defined as either of the two points on the ecliptic (i.e., the path of the earth around the sun) 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 winter solstice, about December 22, the sun is overhead at noon at the Tropic of Capricorn; this marks the beginning of winter in the Northern Hemisphere. At the time of summer solstice, about June 22, 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. Measuring shadow lengths for the winter and summer solstices represents the extremes of the 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 winter solstice and summer solstice, cast

from 9:00AM to 3:00PM (winter) and 9:00AM to 3:00 PM (summer) in Figures IV-1 and IV-2, respectively.

Assumptions

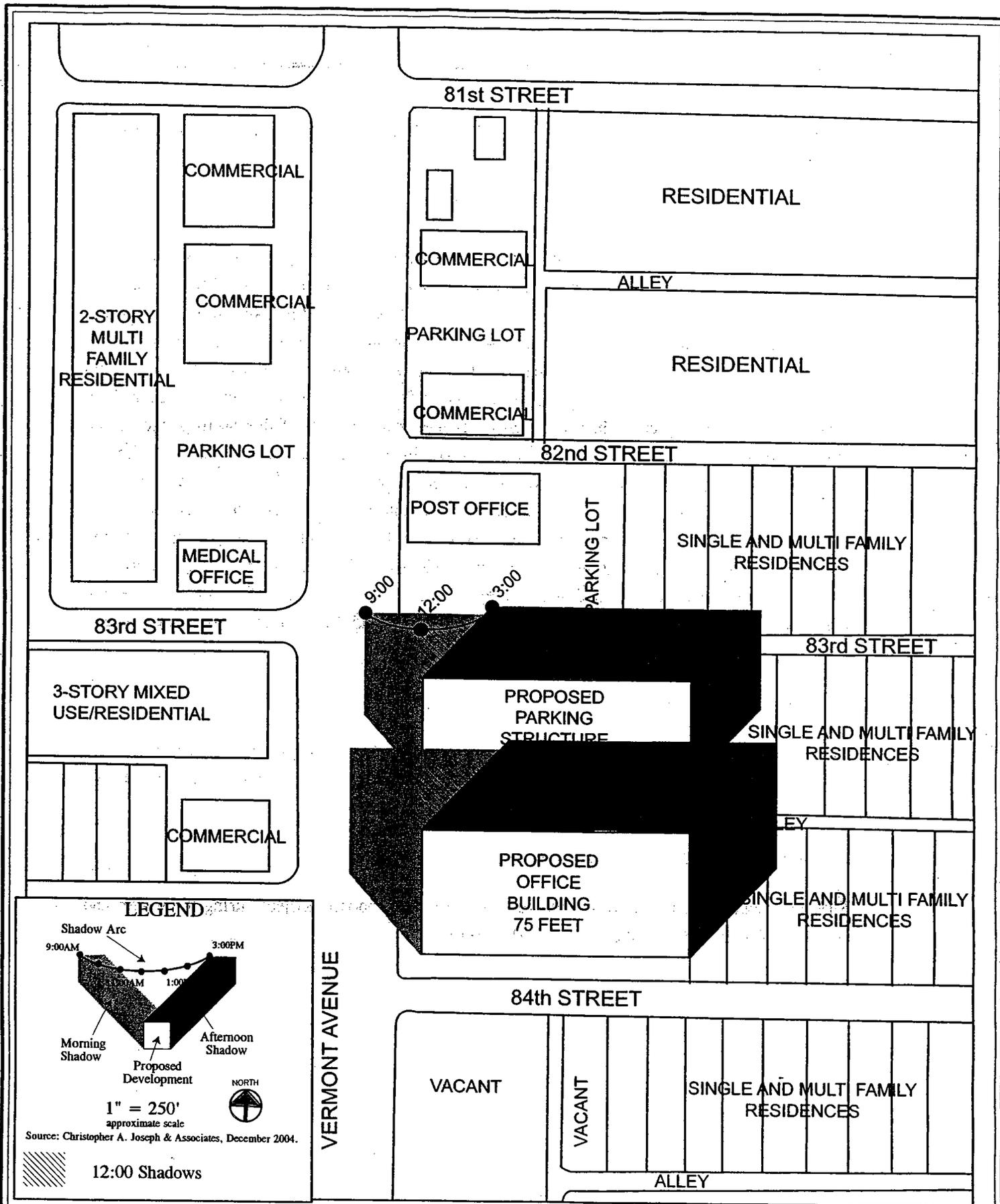
Shadow length multipliers and bearings were projected for 34° latitude, which is the latitude location for the project site. Shadows shown for winter solstice, cast between 9:00 AM to 3:00 PM, were shown to have a maximum shadow angle of 42° in the west and 44° in the east. Thus, shadow sensitive uses located greater than 42° west or 44° east of due north would not be affected by winter shadows. Shadow patterns for summer solstice, cast from 9:00 AM to 5:00 PM, were shown to have a maximum shadow angle of 95° and 95°, respectively. Thus, shadow sensitive uses located greater than 95° west or greater than 95° east of due north would not be affected by summer shadows. Topography was not incorporated as an input in the following analysis because the changes in elevation in the area of the project site are gradual. Building heights were based on the number of floors of each building. The dimensions, setbacks, and placement of existing buildings were estimated based on a site reconnaissance, ground photographs and aerial photographs of the project vicinity. For the purpose of this study, the height used to calculate the shadows cast by the proposed building is 60 feet which is the maximum building height allowed according to the zoning, and therefore represents a worse-case scenario.

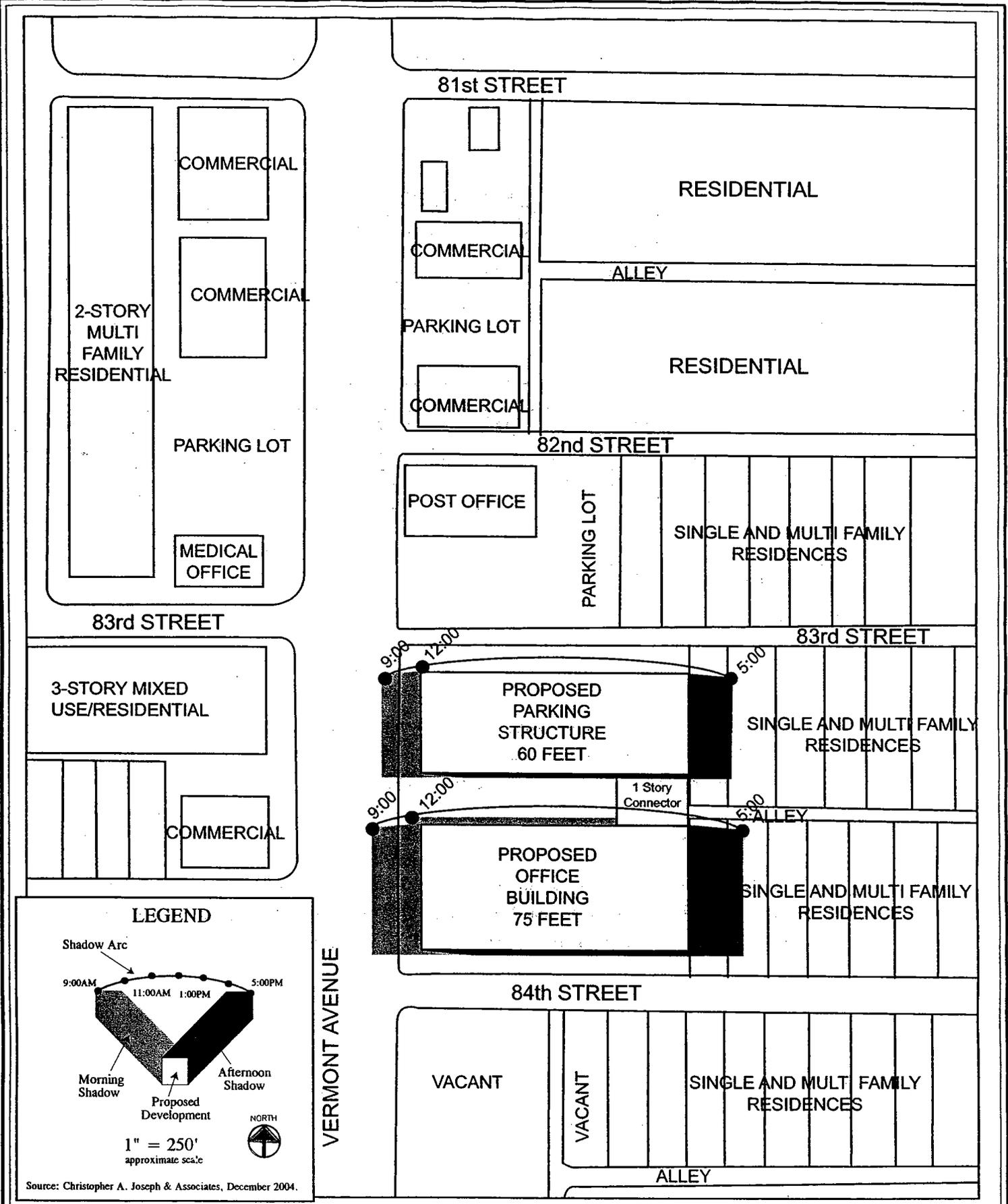
Existing Shadow Patterns

The area around the proposed project site was surveyed for shadow sensitive uses in November 2004. There are adjacent shadow-sensitive uses north, south and east of the project site, which consist of single and multi-family residential properties.

Proposed Shadow Patterns

Shadows lengths and angles which would be cast by the proposed project during the winter and summer solstices are described in Table IV-1 below.





**Table IV-1
Shadow Lengths and Angeles**

Shadow	Office Building – 75 feet		Parking Structure – 60 feet	
	Shadow Length	Shadow Angle*	Shadow Length	Shadow Angle*
Winter				
9:00 AM	210 feet	42°	168 feet	42°
12:00 PM	118 feet	2°	94 feet	2°
3:00 PM	244 feet	-44°	195 feet	-44°
Summer				
9:00 AM	95 feet	95°	76 feet	95°
12:00 PM	17 feet	53°	17 feet	53°
5:00 PM	83 feet	-95°	83 feet	-95°
* Angle measured from North which is taken as 0°				

Winter Shadows

9:00 AM

Office Building – 75 feet

As shown in Figure IV-1, winter shadows cast at 9:00 AM by the proposed 75-foot office building would fall across Vermont Avenue in a northwesterly direction and onto the proposed parking structure and would not shade any sensitive land uses.

Parking Structure – 60 feet

Winter shadows cast at 9:00 AM by the proposed 60-foot parking structure would fall in a northwesterly direction across Vermont Avenue and on to the post office parking lot north of 83rd Street. A small portion of one residential lot north of 83rd Street would also be shaded.

12:00 PM

Office Building – 75 feet

Shadows at 12:00 PM would be very short cast in a northerly direction onto the project site and no sensitive land uses would be shaded.

Parking Structure – 60 feet

Shadows at 12:00 PM would be very short cast in a northerly direction onto the sidewalk on the south side of 83rd Street and no sensitive land uses would be shaded.

3:00 PM

Office Building – 75 feet

Shadows cast at 3:00 PM would fall in a northeasterly direction onto the proposed parking structure and single and multi-family lots to the east of the project site. These shadows would not last longer than 3 hours between the hours of 9:00 AM and 3:00 PM; therefore, no impacts would occur.

Parking Structure – 60 feet

Shadows cast at 3:00 PM would fall in a northeasterly direction onto the post office parking lot, and onto single and multi-family lots north of 83rd Street and to the east of the project site. Since 12:00 PM shadows would not shade the residential properties north of 83rd Street, the 3:00 PM shadows would not last longer than 3 hours between the hours of 9:00 AM and 3:00 PM. Shadows cast onto residential lots to the east of the project site also would not last for more than three hours as sunset would occur at approximately 4:47 PM. Therefore shadows cast by the project site would not have a significant impact as they would not shade currently unshaded off-site shadow-sensitive uses for more than three hours, between the hours of 9:00 AM and 3:00 PM.

Summer Shadows

9:00 AM

Office Building – 75 feet

As shown in Figure IV-2, summer shadows cast at 9:00 AM by the proposed 75 foot office building would fall across a portion of Vermont Avenue in a westerly direction and would not shade any sensitive land uses.

Parking Structure – 60 feet

Summer shadows cast at 9:00 AM by the proposed 60 foot parking structure would fall across a portion of Vermont Avenue in a westerly direction and would not shade any sensitive land uses.

12:00 PM

Office Building – 75 feet

Shadows at 12:00 PM would be very short and cast in a northerly direction and would not shade any sensitive land uses.

Parking Structure – 60 feet

Shadows at 12:00 PM would be very short and cast in a northerly direction and would not shade any sensitive land uses.

3:00 PM

Office Building – 75 feet

Shadows cast at 3:00 PM by the proposed 75 foot office building would fall in an easterly direction and shade one residential lot completely and another partially. However, these shadows would not shade currently unshaded off-site shadow-sensitive uses for four or more hours between the hours of 9:00 AM and 5:00 PM. Therefore, summer shadow impacts would be less than significant.

Parking Structure – 60 feet

Shadows cast at 3:00 PM by the proposed 75 foot office building would fall in an easterly direction and shade one residential lot completely and another partially. However, these shadows would not shade currently unshaded off-site shadow-sensitive uses for four or more hours between the hours of 9:00 AM and 5:00 PM. Therefore, summer shadow impacts would be less than significant.

Option B

Winter Shadows

9:00 AM

Office Building – 75 feet

As shown in Figure IV-3, winter shadows cast at 9:00 AM by the proposed 75 foot office building would fall across Vermont Avenue and the post office parking lot north of the project site in a northwesterly direction and would not shade any sensitive land uses. The shadows

would be essentially the same as those of the proposed project and therefore less than significant.

Parking Structure – 60 feet

Winter shadows cast at 9:00 AM by the proposed 60 foot parking structure would fall in a northwesterly direction on to the post office parking lot north of the project site. Shadows would also fall on to a small portion of one residential lot north of 83rd Street. However this shadow would not combine with the 12:00 PM shadow to shade the residential lot for more than three hours and therefore, impacts would be less than significant.

12:00 PM

Office Building – 75 feet

Shadows cast by the proposed 75 foot office building at 12:00 PM fall in a northerly direction across 83rd Street and would not shade any sensitive land uses. No shadow impacts would occur.

Parking Structure – 60 feet

Shadows cast by the proposed 60 foot parking structure at 12:00 PM fall in a northerly direction onto 83rd Street and would not shade any sensitive land uses. No shadow impacts would occur.

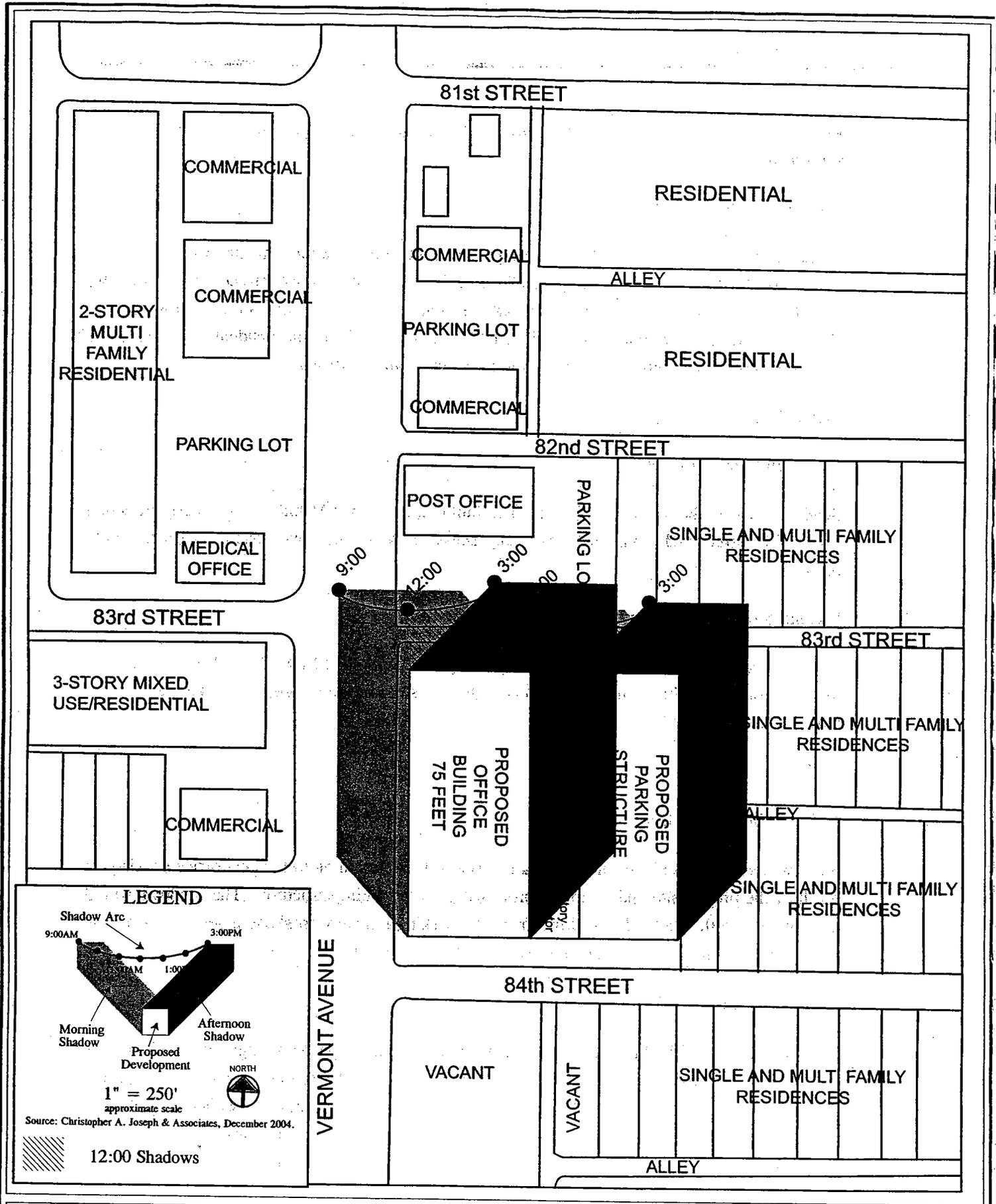
3:00 PM

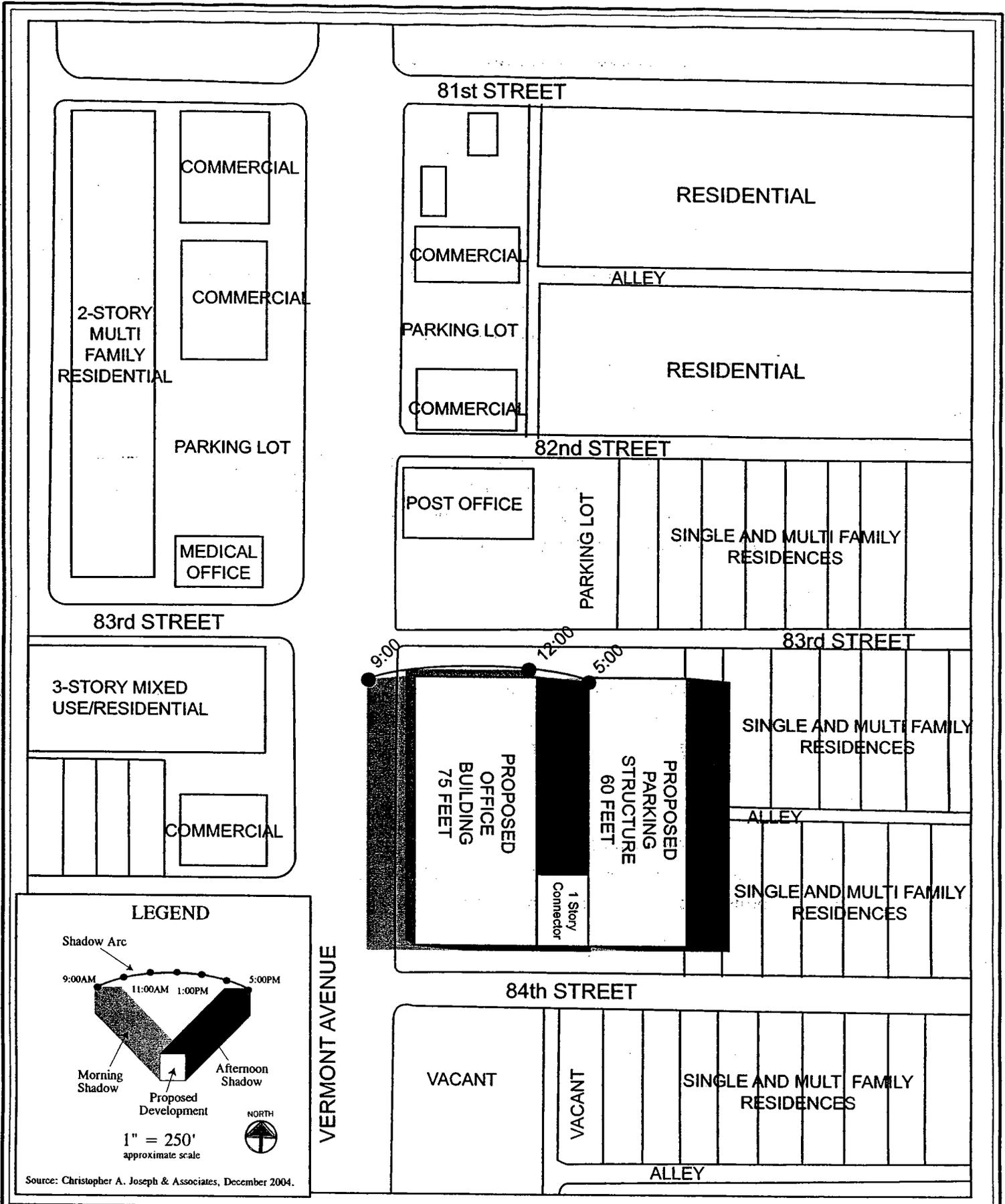
Office Building – 75 feet

Shadows cast at 3:00 PM would fall in a northeasterly direction on to the post office parking lot north of the project site and on to the proposed project parking structure. The shadows would not combine with 12:00 PM shadows from the parking structure to shade a sensitive land use for more than 3 hours. Consequently, no impacts would occur.

Parking Structure – 60 feet

Shadows cast at 3:00 PM would fall in a northeasterly direction onto single and multi-family lots north of 83rd Street and to the east of the project site. Similar to the proposed project, these shadows would not have a significant impact. They would not combine with the 12:00 PM shadows and therefore they would not shade currently unshaded off-site shadow-sensitive uses for more than three hours, between the hours of 9:00 AM and 3:00 PM.





Summer Shadows

9:00 AM

Office Building - 75 feet

As shown in Figure IV-4, summer shadows cast at 9:00 AM by the proposed office building would fall across Vermont Avenue in a westerly direction and would not shade any sensitive land uses. The shadows would be essentially the same as those of the proposed project and therefore less than significant.

Parking Structure - 60 feet

Summer shadows cast at 9:00 AM by the proposed parking structure would fall onto the proposed child care center and the courtyard between the proposed office building and the parking structure. The shadow pattern would not shade currently unshaded off-site shadow-sensitive uses. Therefore, shadow impacts would be less than significant.

12:00 PM

Office Building - 75 feet

Shadows at 12:00 PM would be very short and cast in a northerly direction and would not shade any sensitive land uses. The shadows would be essentially the same as those of the proposed project and therefore less than significant.

Parking Structure - 60 feet

Shadows at 12:00 PM would be very short and cast in a northerly direction and would not shade any sensitive land uses. The shadows would be essentially the same as those of the proposed project and therefore less than significant.

3:00 PM

Office Building - 75 feet

Shadows cast at 5:00 PM would fall in an easterly direction onto the proposed project parking structure; no impacts would occur.

Parking Structure - 60 feet

Shadows cast at by the proposed parking structure at 5:00 PM would shade one most of two residential lots to the east of the project site. These shadows would not shade currently unshaded

off-site shadow-sensitive uses for four or more hours between the hours of 9:00 AM and 5:00 PM. Therefore, summer shadow impacts less than significant, and essentially the same as the proposed project.

Cumulative Impacts

Less Than Significant Impact. There are 27 related projects in the vicinity of the project site (see Table IV-21). Development of the proposed project in conjunction with the related projects would result in an intensification of land uses in an already urbanized area of the City. As previously discussed, there are no scenic vistas or resources in the vicinity of the project site. While many of the related projects and the proposed project would be visible from public and private properties, all the related projects except one are not in close proximity to the proposed project and, therefore, would not combine with the proposed project to obstruct existing public scenic views. However, Related Project No. 4 is located directly south of the project site, at the corner of 84th Street and Vermont Avenue.

The project site for Related Project No. 4 consists of a large vacant lot, overgrown with weeds and rundown commercial buildings. No architectural renderings are known at this time; however, it is assumed that the structure containing the 90 dwelling units would be designed in an aesthetically pleasing manner. As such, the construction of the proposed project and Related Project No. 4 would improve the general character of the project site. Furthermore, because there are no architectural renderings, no analysis can be performed to determine the cumulative impacts of the proposed project and Related Project No. 4 on shade/shadow, light and glare. It is assumed, however, that any potentially significant impacts would be mitigated to a less-than-significant level. Therefore, the development of the proposed project and related projects would result in a less-than-significant cumulative impact.

With respect to Option B, as Option B would differ in the orientation of the proposed structures within the project site. As discussed above, even though Option A is designed differently than the proposed project, Option B would have the same level of impact for all respective impact categories as the proposed project. Therefore, since a less-than-significant cumulative impact on aesthetics was identified under the proposed project, a less-than-significant aesthetic impact under Option B is also expected.

2. AGRICULTURE

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

A significant impact may occur if a project were to result in the conversion of State-designated agricultural land from agricultural use to another non-agricultural use.

Proposed Project

No Impact. The California Department of Conservation, Division of Land Protection, lists Prime Farmland, Unique Farmland, and Farmland of Statewide Importance under the general category of "Important Farmland." The project site has not been mapped by the Division of Land Protection for Important Farmland, nor is the project site zoned or otherwise designated as farmland.³ The project site is currently developed with commercial and residential uses and does not contain any agricultural uses. Therefore, no impact on farmland or agricultural resources would occur.

Option B

No Impact. The project site boundaries for Option B and the proposed project are the same. As the project site has not been mapped by the Division of Land Protection for Important Farmland, or zoned as farmland, the development of Option B would not convert farmland to a non-agricultural use. Thus, no impact would occur and the same impact would occur under Option B as under the proposed project.

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

A significant impact may occur if a project were to result in the conversion of land zoned for agricultural use or under a Williamson Act contract from agricultural use to another non-agricultural use.

Proposed Project

No Impact. The proposed project is currently developed with commercial and residential uses and is not zoned for agricultural use. Therefore, the proposed project would not involve the conversion of agricultural land to another use and no impact to agricultural resources would occur.

³ State of California Department of Conservation, Division of Land Resource Protection, Farmland Mapping and Monitoring Program, Los Angeles County Important Farmland 1998, Map.

Option B

No Impact. The project site boundaries for Option B and the proposed project are the same. The project site is currently developed with commercial and residential uses and is not zoned for agricultural use. Therefore, construction of Option B would not convert agricultural land to a non-agricultural use or conflict with a Williamson Act contract. Thus, no impact would occur and the same impact would occur under Option B as under the proposed project.

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

A significant impact may occur if a project results in the conversion of farmland to another, non-agricultural use.

Proposed Project

No Impact. The project site is currently developed with commercial and retail uses and, therefore, the proposed project would not involve the conversion of agricultural land to another use. The project site and nearby properties are not currently utilized for agricultural activities and, as discussed above (Section 2(b)), the project site is not zoned for agricultural use. In addition, the project site has not been mapped by the Division of Land Protection for Important Farmland. Therefore, no impact to the conversion of Farmland would occur.

Option B

No Impact. The project site boundaries for Option B and the proposed project are the same. As the project site and surrounding properties are not currently utilized for agriculture use, the development of Option B would not cause the conversion of farmland to a non-agricultural use. Thus, no impact would occur and the same impact would occur under Option B as for the proposed project.

Cumulative Impacts

No Impact. There are 27 related projects in the vicinity of the project site (see Table IV-21). Development of the proposed project in conjunction with the related projects would not result in the conversion of State-designated agricultural land from agricultural use to another non-agricultural use. As the City of Los Angeles is an urban, built-out area, the amount of agricultural land is minimal. Based on this fact, the project site and related projects are not mapped by the Division of Land Protection as Important Farmland nor are they included on any State- or locally-designated agricultural lands listing. As such, the construction of the proposed

project and related projects would not result in the loss of prime soils and no cumulative impact would occur.

In addition, Option B would only differ from the proposed project in the orientation of the proposed structures within the project site. As no cumulative impact on agricultural resources were identified under the proposed project, no cumulative agricultural resources impact under Option B is expected.

3. AIR QUALITY

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

A significant impact may occur if the project is not consistent with the applicable air quality plan.

Proposed Project

Less Than Significant Impact. In the case of projects proposed within the City of Los Angeles or elsewhere in the South Coast Air (Basin), the applicable plan is the Air Quality Management Plan (AQMP) that is prepared by the South Coast Air Management District (SCAQMD). The SCAQMD is the agency principally responsible for comprehensive air pollution control in the Basin. To that end, the SCAQMD, a regional agency, works directly with the Southern California Association of Governments (SCAG), county transportation commissions, local governments, and cooperates actively with all State and federal government agencies. The SCAQMD develops rules and regulations, establishes permitting requirements, inspects emissions sources, and enforces such measures through educational programs or fines, when necessary.

The SCAQMD is directly responsible for reducing emissions from stationary (area and point), mobile, and indirect sources. It has responded to this requirement by preparing a series of AQMPs. The most recent of these was adopted by the Governing Board of the SCAQMD on August 1, 2003. This AQMP, referred to as the 2003 AQMP, was prepared to comply with the federal and State Clean Air Acts and amendments, to accommodate growth, to reduce the high pollutant levels of pollutants in the Basin, to meet federal and State air quality standards, and to minimize the fiscal impact that pollution control measures have on the local economy. It identifies the control measures that will be implemented to reduce major sources of pollutants. These planning efforts have substantially decreased the population's exposure to unhealthy levels of pollutants, even while substantial population growth has occurred within the Basin.

Due to these planning efforts, the level of ambient pollutants monitored in the Basin have decreased substantially since 1980.⁴

Projects that are consistent with the projections of employment and population forecasts identified in the Growth Management Chapter of the RCPG are considered consistent with the AQMP growth projections, since the Growth Management Chapter forms the basis of the land use and transportation control portions of the AQMP.

As discussed in Section 12(a) of this Environmental Impact Analysis, SCAG has divided its jurisdiction into 14 subregions. The project site is located within the City of Los Angeles subregion, which includes all areas within the boundaries of the City of Los Angeles. In 2000, the City of Los Angeles Subregion had an estimated permanent population of 3,844,923 persons and approximately 1,278,653 housing units. By the year 2005, SCAG forecasts an increase to 4,030,122 persons (a 4.8 percent increase) and 1,323,162 housing units (a 3.5 percent increase). Between the years 2005 and 2020, SCAG forecasts an increase to 4,570,707 persons (a 13.4 percent increase) and 1,619,809 housing units (an 22.4 percent increase).

The potential of up to 1,200 relocated and new employees associated with the proposed project would not substantially contribute any permanent residents to South Los Angeles. Any population growth related to the proposed project would be minimal and has already been anticipated and planned for in the South Central Los Angeles Community Plan. Therefore, it would be within the SCAG growth projections and consistent with AQMP attainment forecasts.

Another measurement tool in determining consistency with the AQMP is to determine how a project accommodates the expected increase in population or employment. Generally, if a project is planned in a way that results in the minimization of vehicle miles traveled (VMT) both within the project and the community in which it is located, and consequently the minimization of air pollutant emissions, that aspect of the project is consistent with the AQMP.

The project site is located in a highly urbanized area of the City of Los Angeles and adjacent to Vermont Avenue, which accommodates public transit service. The project site is located within walking distance of shopping sites for project employees. The proposed project would also provide childcare facilities for County employees. This type of infill development is consistent with the goals of the AQMP for reducing the emissions associated with new development.

Based on this information, the proposed project is consistent with the 2003 AQMP. Therefore, less-than significant impact would occur.

⁴ South Coast Air Management District, AQMD, 2003, page 2-7.

Option B

Less Than Significant Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. As such, the dimensions, gross/net square building square floor area and land uses under Option B would be the same as those of the proposed project.

Projects that are consistent with the projections of employment and population forecasts identified in the Growth Management Chapter of the RCPG are considered consistent with the AQMP growth projections, since the Growth Management Chapter forms the basis of the land use and transportation control portions of the AQMP. As analyzed in Section 12(a), Option B is consistent with population projections according to the South Central Los Angeles Community Plan. Therefore, Option B would be within the SCAG growth projections and would be consistent with AQMP attainment forecasts.

In addition, if a project is planned in a way that results in the minimization of vehicle miles traveled (VMT) both within the project and the community in which it is located, and consequently the minimization of air pollutant emissions, that aspect of the project is consistent with the AQMP. The redevelopment of the project site is consistent with these AQMP goals for reducing emissions associated with new development. Therefore, Option B would be consistent with the 2003 AQMP and a less-than-significant impact would occur. Consequently, the same impact would occur under Option B as under the proposed project.

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

A project may have a significant impact where project-related emissions would exceed federal, state or regional standards or thresholds, or where project-related emissions would substantially contribute to an existing or projected air quality violation.

Proposed Project

(i) Construction-Related Impacts

Potentially Significant Unless Mitigation Incorporated. During construction, three basic types of activities would be expected to occur and generate emissions. First, the existing structures would be demolished and the surface parking lots would be removed. Second, the development site would be prepared, excavated, and graded to accommodate building foundations. Third, the proposed parking structure, commercial building, and daycare center would be constructed.

The analysis of daily construction emissions has been prepared utilizing the URBEMIS 2002 computer model recommended by the SCAQMD. Due to the construction time frame and the normal day-to-day variability in construction activities, it is difficult, if not impossible, to precisely quantify the daily emissions associated with each phase of the proposed construction activities. Nonetheless, Table IV-2 identifies daily emissions that are estimated to occur on peak construction days. As shown, emissions generated during the demolition and site excavation phases would not exceed the thresholds recommended by the SCAQMD. The average daily emissions of VOC generated during the building construction phase are predicted to exceed the recommended thresholds and the average daily emissions of NOx during this phase would come close to exceeding the recommended threshold. As shown, the primary source of the VOC emissions is the off-gas of architectural coatings (paints). The analysis assumed that contractors would be using products that comply with SCAQMD Rule 1113 and have a VOC rating of 125 grams per liter. Because these emissions would exceed the thresholds recommended by the SCAQMD, the impact is considered to be potentially significant.

**Table IV-2
Estimated Daily Construction Emissions**

Emissions Source	Emissions in Pounds per Day				
	VOC	NOx	CO	SOx	PM ₁₀
Site Demolition Phase					
Fugitive Dust	--	--	--	--	10.50
Off-Road Diesel Equipment	4.66	36.77	33.89	--	1.73
On-Road Diesel Equipment	1.99	36.65	7.51	0.58	1.05
Worker Trips	0.09	0.14	2.57	0.00	0.01
Total Emissions	6.74	73.56	43.97	0.58	13.29
SCAQMD Thresholds	75.00	100.00	550.00	150.00	150.00
Significant Impact?	No	No	No	No	No
Site Grading and Excavation Phase					
Fugitive Dust	--	--	--	--	26.00
Off-Road Diesel Equipment	7.18	53.10	54.83	--	2.43
On-Road Diesel Equipment	0.22	4.00	0.82	0.06	0.12
Worker Trips	0.11	0.13	2.56	0.00	0.01
Total Emissions	7.51	57.23	58.21	0.06	28.56
SCAQMD Thresholds	75.00	100.00	550.00	150.00	150.00
Significant Impact?	No	No	No	No	No

Building Construction Phase					
Building Construction Off-Road Diesel Equipment	6.70	52.43	48.76	--	2.38
Building Construction Worker Trips	0.65	0.36	7.69	0.00	0.11
Architectural Coatings Off-Gas	110.52	--	--	--	--
Architectural Coatings Worker Trips	0.59	0.28	7.26	0.00	0.11
Asphalt Off-Gas	0.12	--	--	--	--
Asphalt Off-Road Diesel	3.44	21.61	29.24	--	0.91
Asphalt On-Road Diesel	0.03	0.46	0.11	0.01	0.01
Asphalt Worker Trips	0.02	0.01	0.30	0.00	0.00
Total Emissions	118.41	74.79	85.66	0.01	3.52
SCAQMD Thresholds	75.00	100.00	550.00	150.00	150.00
Significant Impact?	Yes	No	No	No	No
<i>Note: Subtotals may not appear to add correctly due to rounding in the URBEMIS 2002 model.</i>					
<i>Source: Christopher A. Joseph & Associates, November 2004. Calculation sheets are provided in Appendix A.</i>					

Implementation of the following mitigation measures would reduce the magnitude of this impact to a less than significant level.

Mitigation Measures

- 3-1. The project developer shall be required to use architectural coating products (paints) that have a VOC rating off 125 grams per liter or less.
- 3-2. The project developer shall fuel their off-road diesel equipment with low-NO_x diesel fuel.

(ii) Operational Impacts

Less Than Significant Impact. Operational emissions generated by both stationary and mobile sources would result from normal day-to-day activities on the project site after occupation. Stationary area source emissions would be generated by the consumption of natural gas for space and water heating devices, and the operation of landscape maintenance equipment. Mobile emissions would be generated by the motor vehicles traveling to and from the project site.

The analysis of daily operational emissions has been prepared utilizing the URBEMIS 2002 computer model recommended by the SCAQMD. The results of these calculations are presented in Table IV-3 below. As shown, the proposed project would generate a net increase

in daily emissions that do not exceed the thresholds of significance recommended by the SCAQMD. Therefore, less-than-significant impact would occur.

**Table IV-3
Estimated Daily Operational Emissions**

Emissions Source	Emissions in Pounds per Day				
	VOC	NO _x	CO	SO _x	PM ₁₀
Proposed Land Use					
Area Sources	0.36	1.58	2.38	0.00	0.01
Mobile (Vehicle) Sources	40.71	30.40	412.42	0.20	32.75
Subtotal	41.07	31.98	414.80	0.21	32.76
Existing Land Uses					
Area Sources	1.21	0.25	1.27	0.00	0.00
Mobile (Vehicle) Sources	5.35	4.33	59.47	0.03	3.91
Subtotal	6.56	4.58	60.74	0.03	3.91
Total Net Increase (Proposed - Existing)	34.51	27.40	354.06	0.18	28.85
SCAQMD Thresholds	55.00	55.00	550.00	150.00	150.00
Significant Impact?	No	No	No	No	No
<i>Note: Subtotals may not appear to add correctly due to rounding in the URBEMIS 2002 model.</i>					
<i>Source: Christopher A. Joseph & Associates, November 2004. Calculation sheets are provided in Appendix A.</i>					

Option B

Potentially Significant Unless Mitigation Incorporated. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. The dimensions, gross/net building square floor area, and land uses under Option B would be the same as those of the proposed project. Therefore, the duration and stages of construction and types and amount of construction equipment used would remain unchanged under Option B.

As such, according to Table IV-2, the VOC generated during the building construction phase of Option B would exceed the recommended thresholds. Therefore, Option B would experience a potentially significant construction-related impact and would be required to implement Mitigation Measures 3-1 and 3-2. In addition, since the land uses under Option B do not differ from the proposed project, the operational-related air quality impacts would be the same under Option B as the proposed project. As such, according to Table IV-3, no daily emissions would surpass the recommended thresholds under Option B. Therefore, mitigation measures as are

required. Consequently, with implementation of Mitigation Measures 3-1 and 3-2, both the proposed project and Option B would result in less-than-significant impacts.

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

A significant impact may occur if a project would add a considerable cumulative contribution to federal or state non-attainment pollutant.

Proposed Project

Potentially Significant Unless Mitigation Incorporated. Because the Basin is currently in nonattainment for ozone, CO, and PM₁₀, related projects could exceed an air quality standard or contribute to an existing or projected air quality exceedance. The SCAQMD does not, however, recommend that the total construction-related and operational emissions associated with cumulative development projects be quantified and compared to a threshold of significance. Instead, the SCAQMD recommends that a project's potential contribution to cumulative impacts should be assessed utilizing the same significance criteria as those for project specific impacts. Therefore, this analysis assumes that individual development projects that generate construction or operational emissions that exceed the SCAQMD recommended daily thresholds for project-specific impacts would also cause a cumulatively considerable increase in emissions for those pollutants for which the Basin is in nonattainment.

As discussed in Section 3(b) above, construction-related daily emissions associated with project development would exceed SCAQMD significance thresholds for VOC during the peak construction phase and the average daily emissions of NOx during this phase would come close to exceeding the recommended threshold. Therefore, the construction emissions generated during project construction would be cumulatively considerable. However, implementation of Mitigation Measures 3-1 and 3-2 would reduce the magnitude of this impact to a less-than-significant level. Operation of the proposed project would, however, generate operational emissions that do not exceed the SCAQMD's recommended thresholds and would not be cumulatively considerable.

Option B

Potentially Significant Unless Mitigation Incorporated. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. The dimensions, gross/net building square floor area, and land uses under Option B would be

the same as those of the proposed project. Therefore, the duration and stages of construction and types and amount of construction equipment used would remain unchanged under Option B.

As such, the construction and operational emissions generated under Option B would be the same as the proposed project. Therefore, the construction emissions produced by Option B would be cumulatively considerable, while the operational emissions would not. However, similar to the proposed project, Option B would be required to implement Mitigation Measures 3-1 and 3-2, reducing the construction cumulative impact to a less-than-significant level. Consequently, the same impact would occur under Option B as for the proposed project.

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

A significant impact may occur where a project would generate pollutant concentrations to a degree that would significantly affect sensitive receptors. SCAQMD protocol utilizes localized CO concentrations to determine pollutant concentration potential.

Proposed Project

Less Than Significant Impact. Sensitive receptors are populations that are more susceptible to the effects of air pollution than are the population at large. The SCAQMD identifies the following as sensitive receptors: long-term health care facilities, rehabilitation centers, convalescent centers, retirement homes, residences, schools, playgrounds, child care centers, and athletic facilities.⁵ As previously indicated, the project area is fairly urbanized with several uses, including residential, commercial/retail, offices and other uses along the local roadways within the immediate area. The nearest and most notable sensitive receptors to the project site are the single family residences located to the immediate east of the project site. Other sensitive receptors in the immediate area include residences to the northeast along 83rd Street and southeast of the project site along 84th Street. In addition, Manchester Avenue Elementary school is located within one mile of the project site.

Traffic congested roadways and intersections have the potential to generate localized high levels of carbon monoxide (CO). The SCAQMD recommends the use of CALINE4, a dispersion model for predicting CO concentrations, as the preferred method of estimating pollutant concentrations at sensitive receptors near congested roadways and intersections. For each intersection analyzed, CALINE4 adds roadway-specific CO emissions calculated from peak-hour turning volumes to ambient CO air concentrations. For this analysis, localized CO concentrations were calculated based on a simplified CALINE4 screening procedure developed by the Bay Area Air Quality Management District, which has been accepted by the SCAQMD.

⁵ SCAQMD CEQA Air Quality Handbook, 1993, page 5-1.

The simplified procedure is intended as a screening analysis, which identifies a potential CO hotspot. This methodology assumes worst-case conditions and provides a screening of maximum, worst-case CO concentrations. However, the emission factors used in the analysis have been updated to EMFAC 2002 by the Initial Study consultant.⁶

The simplified CALINE4 screening procedure was used to predict future CO concentrations at the study-area intersections in the vicinity of the project site in the year 2006 with cumulative development projects. The results of these calculations are provided in Table IV-4. The national one-hour ambient air quality standard is 35.0 ppm and the State one-hour ambient air quality standard is 20.0 ppm. The eight-hour national and state ambient air quality standard is 9.0 ppm.

**Table IV-4
Predicted Future (2006) With Project Carbon Monoxide Concentrations**

Intersection	25 Feet		50 Feet		100 Feet	
	1-Hour	8-Hour	1-Hour	8-Hour	1-Hour	8-Hour
81 st Street & Vermont Avenue	9.4	6.9	9.2	6.7	8.9	6.5
83 rd Street & Vermont Avenue	9.5	6.9	9.2	6.7	8.9	6.5
83 rd Street & Hoover Street	8.9	6.5	8.7	6.4	8.6	6.3
Manchester Avenue & Vermont Avenue	11.2	8.2	10.8	7.8	10.1	7.3
Manchester Avenue & Hoover Street	10.2	7.4	9.7	7.1	9.3	6.8

Note: National 1-hour standard is 35.0 ppm
 State 1-hour standard is 20.0 ppm
 National and state standard is 9.0 ppm

Source: Christopher A. Joseph & Associates, November 2004. Calculation sheets are provided in Appendix A. Based on year 2007 emission factors.

As shown, future CO concentrations near these intersections would not exceed the national and State ambient air quality standards for CO. Therefore, implementation of the proposed project and cumulative development would not expose any sensitive receptors located in close proximity to these intersections to substantial pollutant concentrations. As such, a less-than-significant impact would occur.

⁶ The emission factors used in the BAAQMD's localized CO screening procedure are based on EMFAC7G, which is out of date by several years and has been superceded by newer emission factor models, the current version of which is EMFAC 2002.

Option B

Less Than Significant Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. The land uses, number of employees to be relocated to the project site and, therefore, the number of vehicle trips to the project site under Option B would be the same as those of the proposed project. As such, the CO concentrations generated by the proposed project would also be produced under Option B. Since the CO concentrations at the five study intersections in Table IV-4 would not exceed the national and State ambient air quality standards for CO, Option B would also not exceed these standards. Thus, a less-than-significant impact would occur. Consequently, the same impact would occur under Option B as under the proposed project.

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

A project-related significant adverse effect could occur if construction or operation of the project would result in generation of odors that would be perceptible in adjacent sensitive areas.

Proposed Project

Less Than Significant Impact. Odors are typically associated with industrial projects involving the use of chemicals, solvents, petroleum products, and other strong-smelling elements used in manufacturing processes, as well as sewage treatment facilities and landfills. As the proposed project involves no elements related to these types of activities, no odors are anticipated.

During the construction phase, paving of the project site would entail the application of asphalt that would produce discernible odors typical of most construction sites. Such odors would be a temporary source of nuisance to residents located adjacent to the project sites, but because they are temporary and intermittent in nature, impacts associated with objectionable odors would be less than significant.

Option B

Less Than Significant Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. As such, the dimensions, gross/net building square floor area, and exterior building materials under Option B would be the same as those of the proposed project. Therefore, the duration and stages of the construction period and types and amount of construction equipment used would remain unchanged under Option B. As a result, similar to the project, paving of the project site under Option B would entail the application of asphalt that would produce discernible odors typical of most construction sites. Such odors would be a temporary source of nuisance to residents

located adjacent to the project sites, but because they are temporary and intermittent in nature, impacts would be less than significant.

Furthermore, the same land uses would occur under Option B as the proposed project. Therefore, under Option B, no activities would take place onsite which would produce odors. Consequently, neither the proposed project nor Option B would have a substantial adverse effect on odor generation.

Cumulative Impacts

Refer to Section 3(c) for a discussion of cumulative air quality impacts.

4. BIOLOGICAL RESOURCES

- a) **Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulation, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?**

A significant impact would occur if a project would remove or modify habitat for any species identified or designated as a candidate, sensitive, or special status species in local or regional plans, policies, or regulation, or by the State or federal regulatory agencies cited.

Proposed Project

No Impact. Three vacant lots occupy the project site, consisting of two lots improved with a surface parking but no longer in use and one undeveloped lot, which is covered in weeds. The remaining portions of the project site are completely developed with either commercial uses or multi-family residential buildings. In addition, the project site is surrounded by urban development. Approximately seven non-native palm trees are located onsite and the parcel of vacant land is covered with weeds. There are no natural open spaces or areas of significant biological resource value on the project site or in the vicinity. No candidate, sensitive, or special status species identified in local plans, policies, or regulations, or by the California Department of Fish and Game (CDFG) or the U.S. Fish and Wildlife Service (USFWS) are expected to occur on the project site, as the site contains no habitat for such species. There are no oak trees on the project site. Therefore, the proposed project would not have an impact on any sensitive species or habitat.

Option B

No Impact. The project site boundaries for Option B and the proposed project are the same. Currently, the project site is developed, with the exception of three vacant lots. In addition, the project site is located in an urban area. As such, no candidate, sensitive, or special status species or habitat to accommodate such species occur on the project site and no impact would occur. Consequently, the same impact would occur under Option B as for the proposed project.

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

A significant impact would occur if a project would cause riparian habitat or any other sensitive natural community identified locally, regionally, or by the State and federal regulatory agencies cited, to be adversely modified without adequate mitigation.

Proposed Project

No Impact. The project site is located in a heavily urbanized area of the City of Los Angeles. No riparian or other sensitive habitat areas are located on or adjacent to the project site.⁷ Therefore, implementation of the proposed project would not result in any adverse impacts to riparian habitat or other sensitive natural communities.

Option B

No Impact. The project site boundaries for Option B and the proposed project are the same. As such, no riparian habitat or other sensitive natural community exists on the project site and no impact would occur. Consequently, the same impact would occur under Option B as for the proposed project.

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

A significant impact may occur if a project disturbs federally protected wetland areas.

⁷ Los Angeles City Planning Department, *Environmental and Public Facilities Maps: Significant Ecological Areas*, September 1, 1996.

Proposed Project

No Impact. The project site has been previously disturbed through development of commercial uses, surface parking and multi-family residential buildings. Furthermore, the project site is located in and surrounded by areas of dense urbanization and, as such, no watercourses or other wetland areas (including seasonal wetlands) occur within the project site. Therefore, the project site does not support any riparian or wetland habitat, as defined by Section 404 of the Clean Water Act (see Section 4(b), above) and no impact to riparian or wetland habitats would occur.

Option B

No Impact. The project site boundaries for Option B and the proposed project are the same. No watercourses or wetland areas occur on the project site. Thus, no impact would occur under Option B. Consequently, the same impact would occur under Option B as for the proposed project.

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

A significant impact may occur if the proposed project interferes with native species or interferes with the movement of migratory species.

Proposed Project

No Impact. The project site is completely developed. Furthermore, the project site is surrounded by areas of dense urbanization and, as such, does not contain habitat capable of supporting sensitive wildlife species. Plant and animal life present on and around the project site consists of generalist and non-native species, respectively, that have adapted to an urban environment. In addition, no wildlife corridors are located on-site or in the project area due to the existing urban development. Therefore, the proposed project would not interfere with a wildlife corridor or wildlife nursery site and no impact would occur.

Option B

No Impact. The project site boundaries for Option B and the proposed project are the same. The project site is located in a highly urban area and, therefore, contains no wildlife corridors that would be affected with the construction of Option B. Consequently, the same impact would occur under Option B as for the proposed project.

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

A project-related significant adverse effect could occur if a project would conflict with local regulations pertaining to biological resources.

Proposed Project

No Impact. The project site has been previously disturbed through development of residential and commercial uses and is surrounded by dense urbanization. As such, no sensitive, candidate or special status species nor supporting habitat for such species are presently located on the project site or in the surrounding locale. Local ordinances protecting biological resources are limited to the City of Los Angeles Oak Tree Preservation Ordinance. Although the project site contains approximately seven non-native palm trees and weeds, it does not contain any oak trees or other locally protected trees. Thus, the project site would not affect any local policies or ordinances protecting or preserving biological resources. No project impacts to locally protected biological resources would occur.

Option B

No Impact. The project site boundaries for Option B and the proposed project are the same. No biological resources occur onsite which need the protection of a policy or ordinance. Therefore, the construction of Option B would not conflict with any ordinances or policies protecting or preserving biological resources and no impact would occur. Consequently, the same impact would occur under Option B as for the proposed project.

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

A significant impact would occur if a project would be inconsistent with mapping or policies in any conservation plans of the types cited.

Proposed Project

No Impact. No Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plans are applicable to the project site and vicinity. Therefore, the proposed project site would not conflict with any conservation plans. Therefore, no impact would occur.

Option B

No Impact. The project site boundaries for Option B and the proposed project are the same. There are no Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plans that are applicable to the project site and project vicinity. As such, the development of Option B would not conflict with any conservation plan and no impact would occur. Consequently, the same impact would occur under Option B as under the proposed project.

Cumulative Impacts

No Impact. There are 27 related projects in the project vicinity (see Table IV-21). Development of the proposed project in combination with the related projects would not impact wildlife corridors or habitat for any candidate, sensitive, or special status species identified in local plans, policies, or regulations, or by the California Department of Fish and Game (CDFG) or the U.S. Fish and Wildlife Service (USFWS). No such habitat is expected to occur in this area of the City of Los Angeles due to the high level of existing urban development. The project site is completely developed and is surrounded by dense urbanization and, as such, no watercourses or other wetland areas (including seasonal wetlands) occur on the project site. Therefore, the project site does not support any riparian or wetland habitat, as defined by Section 404 of the Clean Water Act.

Local ordinances protecting biological resources are limited to the City of Los Angeles Oak Tree Preservation Ordinance. Although, the project site does not contain any oak trees, there is a possibility that some of the related project sites could contain oak trees. Any removal of oak trees would be in compliance with the City of Los Angeles Oak Tree Preservation Ordinance. Therefore, the construction of the proposed project and related projects would not result in the loss of any significant biological resource and no cumulative impact would occur.

In addition, Option B would only differ in the orientation of the proposed structures within the project site. As no cumulative impact on biological resource was identified under the proposed project, no cumulative biological impact under Option B is expected.

5. CULTURAL RESOURCES

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

The following analysis is based upon the Historic Resource Technical Report for CEQA Review, prepared by Teresa Grimes Historic Preservation, November 16, 2004. A copy of this letter can be found as Appendix B to this Initial Study.

Section 15064.5 of the State CEQA Guidelines defines a historical resource as: (1) a resource listed in or determined to be eligible by the State Historical Resources Commission, for listing in the California Register of Historical Resources; (2) a resource listed in a local register of historical resources or identified as significant in an historical resource survey meeting certain state guidelines; or (3) an object, building, structure, site, area, place, record or manuscript which a lead agency determines to be significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military or cultural annals of California, provided that the lead agency's determination is supported by substantial evidence in light of the whole record. A significant impact may occur if a project would adversely affect an historical resource meeting one of these definitions.

Proposed Project

No Impact. Development of the project would involve the demolition of the existing commercial uses and two residential buildings, as well as site preparation on the parcel of vacant land and surface parking lot. The two residential buildings are located at 933 and 939 West 84th Street. The one-story residential building located at 933 West 84th Street was constructed in 1938 and is a late example of the Spanish Colonial Revival style. This style is typical of countless buildings in Los Angeles, and therefore is not architecturally significant. The building is generally rectangular in shape, sheathed in stucco with plain side and rear elevations. Five dwelling units are currently present in the building. The residential building located at 939 West 84th Street was constructed in 1927 and has little architectural distinction and, therefore, cannot be described as any particular style. There are 16 dwelling units in this 9,272 square foot rectangular building, with a stucco finish covered by a flat roof with a low parapet.

The commercial buildings located within the project site were built in the 1930s, 40s and 50s and are composed either of reinforced concrete or brick. In general, all the commercial buildings are plain in design, finished with stucco and a flat roof. None of the buildings on the project site have been designated as historic resources at the federal, state, or local level. None of the buildings are eligible for listing in the California Register or appear to be part of a potential historic district. In addition, it is unlikely that the architects or original owners of the residential and/or commercial buildings (who are unknown) are of historical significance.

According to the South Central Coastal Information Center, no properties listed on the National Register, California Historical landmarks or California Points of Historic Interest lists are located on or adjacent to the project site.⁸ There are three properties located within a ½ mile

⁸ *Written correspondence with Thomas Shackford, Staff Researcher, South Coast Central Coastal Information Center, October 5, 2004 (see Appendix H).*

radius of the project site, which are listed under the California Register of Historic Places. One property is located at 8035 S. Vermont, while the remaining two properties are located at 1065 W. 82nd Street. However, as none of the buildings located on the project site meet the criteria as established under Section 15064.5 of the State CEQA Guidelines, no impact to historic resources would occur.

Option B

No Impact. Similar to the proposed project, Option B would demolish all existing onsite structures. In addition, the project site boundaries for Option B and the proposed project are the same. There are no existing structures which can be defined as a historical resource per Section 15064.5 of the CEQA Guidelines located on the project site. Therefore, the construction of Option B would not impact any historic resources. Consequently, the same impact would occur under Option B as under the proposed project.

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

Section 15064.5 of the State CEQA Guidelines defines significant archaeological resources as resources which meet the criteria for historical resources, as discussed above, or resources which constitute unique archaeological resources. A significant impact may occur if a project were to affect archaeological resources which fall under either of these categories.

Proposed Project

Potentially Significant Unless Mitigation Incorporated. The project site is located in an urbanized area and has been previously developed. According to the South Central Coastal Information Center, no archeological sites have been identified on the project site or within ½ mile of the project site.⁹ In addition, as determined by the City of Los Angeles, no archaeological sites or survey areas have been identified on the project site.¹⁰ The closest survey area is along Vermont Avenue from Vernon Avenue to Exposition Boulevard, more than one mile from the project site. However, this does not preclude the potential for archeological sites to be identified during project construction.

⁹ *Ibid.*

¹⁰ Los Angeles City Planning Department, *Environmental and Public Facilities Maps: Prehistoric & Historic Archaeological Sites & Survey Areas and Vertebrate Paleontological Resources*, September 1, 1996.

The project site has been subject to disturbance from the construction of the existing residential and commercial land uses. However, the project site has only been developed on the ground surface, making it difficult to know what may lie beneath. In the unlikely event that archeological resources are encountered during construction activities (e.g., demolition, excavation, etc.), mitigation measures have been provided to reduce potential impacts.

Mitigation Measure

- 5-1. A qualified archaeologist shall be retained to monitor the rough grading of the site, once all demolition has been completed. In the event that subsurface archaeological resources/human remains are encountered during the course of grading and/or excavation, all development must temporarily cease in these areas until the archaeological resources are properly assessed and subsequent recommendations are determined by a qualified archaeologist. In the event that human remains are discovered, there shall be no disposition of such human remains, other than in accordance with the procedures and requirements set forth in California Health and Safety Code Section 7050.5 and Public Resources Code Section 5097.98. These code provisions require notification of the County Coroner and the Native American Heritage Commission, who in turn must notify those persons believed to be most likely descended from the deceased Native American for appropriate disposition of the remains. Excavation or disturbance may continue in other areas of the project site that are not reasonably suspected to overlie adjacent remains or archaeological resources. Should archaeological or human remains be discovered, the disposition of those remains shall be documented in an archeological survey, study, or report to be submitted to the South Central Coastal Information Center at California State University, Fullerton.

Option B

Potentially Significant Unless Mitigation Incorporated. Similar to the proposed project, Option B would demolish all existing structures within the project site. In addition, the project site boundaries for Option B and the proposed project are the same. No archeological sites have been identified on the project site or within ½ mile of the project site. In addition, the project site has been subject to disturbance from the commercial and residential land uses, decreasing the likelihood that archeological resources would be found onsite. However, as the project site has only been developed on the ground surface, it is difficult to determine what may lie beneath. Therefore, similar to the proposed project, Option B would be required to implement Mitigation Measure 5-1, reducing this impact to a less-than-significant level. Consequently, the same impact would occur under Option B as under the proposed project.

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

A significant impact may occur if grading or excavation activities associated with a project would disturb paleontological resources or geologic features which presently exist within the project site.

Proposed Project

Potentially Significant Unless Mitigation Incorporated. No such resources have previously been identified within the project site. The proposed project does not involve any deep excavations, making it unlikely that fossils would be encountered. However, the project site has not been previously excavated, making it difficult to determine whether any paleontological resources exist underground. In the unlikely event that paleontological resources are encountered during construction activities (e.g., demolition, excavation, etc.), mitigation measures have been provided to reduce potential impacts.

Mitigation Measure

- 5-2. A qualified paleontologist shall be retained to monitor the rough grading of the site, once all demolition has been completed. If any paleontological remains are uncovered during excavation or construction, work in the affected area will be suspended and a qualified paleontologist shall be retained to conduct a survey of the affected area. A preliminary determination will then be made as to the significance of the survey findings. The services of a paleontologist shall be secured by contacting the Center for Public Paleontology, which can be found at the following universities: USC, UCLA, California State University at Los Angeles, and California State University at Long Beach, or at the County Museum. Copies of any paleontological survey, study, or report shall be submitted to the Los Angeles County Natural History Museum.

Option B

Potentially Significant Unless Mitigation Incorporated. The project site boundaries for Option B and the proposed project are the same. No paleontological resources have previously been identified within the project site and Option B does not involve any deep excavations, making it unlikely that fossils would be encountered. However, the project site has not been previously excavated, making it difficult to know whether any paleontological resources exist underground. Therefore, similar to the proposed project, Option B would be required to implement Mitigation Measure 5-2, reducing this impact to a less-than-significant level. Consequently, the same impact would occur under Option B as under the proposed project.

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

A significant impact may occur if grading or excavation activities associated with a project would disturb previously interred human remains.

Proposed Project

Potentially Significant Unless Mitigation Incorporated. The project site has been subject to disturbance from the residential and commercial land uses. Therefore, no human remains are expected to exist on the project site or in the vicinity of the project site. However, in the event that human remains are encountered during construction activities (e.g., demolition, excavation, etc.), implementation of the mitigation measures recommended in Section 5(b), would reduce impacts to a less-than-significant level.

Option B

Potentially Significant Unless Mitigation Incorporated. The project site boundaries for Option B and the proposed project are the same. As the project site has experienced considerable disturbance, no human remains are expected to exist on or underneath the project site. However, the project site has not been previously excavated, making it difficult to know whether human remains exist underground. Therefore, similar to the proposed project, Option B would be required to implement Mitigation Measures 5-1 and 5-2, reducing this impact to a less-than-significant level. Consequently, the same impact would occur under Option B as under the proposed project.

Cumulative Impacts

Less Than Significant Impact. There are 27 related projects in the project vicinity (see Table IV-21). Construction of the proposed project in conjunction with the related projects would result in further development of commercial/office land uses in the South Central Los Angeles area. Similar to the project site, all of the related projects are located in an urbanized area. Therefore, it is highly unlikely that archaeological resources exist on the surface of the related project sites. Nevertheless, there remains the remote possibility that unknown subsurface archaeological remains could be encountered during related project development. While it cannot be determined at this time whether such unsuspected remains might be adversely affected by the related projects, implementation of mitigation measures comparable to those recommended for the proposed project should be sufficient to reduce potential cumulative impacts to less-than-significant levels.

With respect to historic resources, no significant historic resources are known to occur on any of the related project sites. Therefore, cumulative impacts to historic resources are anticipated to be less than significant. With respect to paleontological remains, there are no known vertebrate sites within the project vicinity.¹¹ Nevertheless, there is a remote possibility that unsuspected paleontological resources exist below the ground surface in other surrounding areas and could be encountered during construction. Therefore, implementation of mitigation measures comparable to those recommended for the proposed project should be sufficient to reduce potential cumulative paleontological impacts to less than significant levels. Therefore, cumulative impacts to cultural resources would be less than significant.

In addition, as Option B would only differ in the orientation of the proposed structures within the project site, no cumulative cultural resource impact between the development of Option B and the related projects is expected.

6. GEOLOGY AND SOILS

- a) **Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:**

The following analysis is based upon the Natural Hazards Disclosure Report for Los Angeles County, prepared by LGS Reports, Inc., April 5, 2004 and the Preliminary Geotechnical Investigation for the Proposed Vermont-Manchester Commercial Development, prepared by Lawson & Associates on September 21, 2004. A copy of these reports can be found in Appendix C and D.

- (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.**

A significant impact may occur if a project site is located within a state-designated Alquist-Priolo Zone or other designated fault zone, and appropriate building practices are not employed.

Proposed Project

Less Than Significant Impact. None of the City-designated Fault Rupture Study

¹¹ *Environmental and Public Facilities Maps: Prehistoric & Historic Archeological Sites & Survey Areas and Vertebrate Paleontological Resources, Los Angeles City Planning Department, September 1, 1996.*

Zones or State-designated Alquist-Priolo Earthquake Fault Zones cross the project site.¹² The closest Alquist-Priolo Special Study Zone or Fault Rupture Study Area to the Project Site, according to City mapping, is located approximately 0.5 miles west of the project site. As the project site is not located within a designated fault zone, no ground rupture would be expected to occur.

Option B

Less Than Significant Impact. The project boundaries for Option B and the proposed project are the same. As the project site is not located in a City-designated Fault Rupture Study Zone or State-designated Alquist-Priolo Earthquake Fault Zone, no ground rupture would be expected to occur under Option B. Consequently, the same impact would occur under Option B as under the proposed project.

(ii) **Strong seismic ground shaking?**

A significant impact may occur if a project represents an increased risk to public safety or destruction of property by exposing people, property or infrastructure to seismically induced ground shaking hazards that are greater than the average risk associated with locations in the southern California region.

Proposed Project

Potentially Significant Unless Mitigation Incorporated. As with all properties in the seismically active Southern California region, the project site is susceptible to ground shaking during seismic events produced by local faults. While it is likely that the project site will be shaken by future earthquakes produced in southern California, modern, well-constructed buildings are designed to resist ground shaking through the use of shear panels and reinforcement.

While the understanding of seismic activity grows over time, and additional faults are discovered, the project site currently is not included in a City-designated Fault Rupture Study Zones or State-designated Alquist-Priolo Earthquake Fault Zones (see Section VI.a (i), above). The closest active fault is the Newport-Inglewood Fault, which is located approximately 1.1 miles east of the project site. As such, potential impacts from strong seismic ground shaking, which could cause damage to structures or injury, are possible at the project site. However, the proposed project would be required to

¹² *Lawson & Associates, Preliminary Geotechnical Investigation for the Proposed Vermont-Manchester Commercial Development, September 21, 2004.*

comply with the strictest standards outlined in the latest edition of the Uniform Building Code (UBC). Revised after the 1994 Northridge Earthquake, the City of Los Angeles UBC contains construction requirements to assure habitable structures are built to a level of acceptable seismic risk. Compliance with the UBC requirements and recommendations in the Preliminary Geotechnical Investigation would decrease the potential risks from seismic ground shaking to a less-than-significant level. Although impacts would be less than significant, the following mitigation measures are included to highlight the project requirements that allow for this conclusion.

Mitigation Measures

- 6-1. The project shall be designed in accordance with the strictest requirements of the latest (1997) edition of the Uniform Building Code.
- 6-2. The project shall comply with the recommendations, listed on pages 10 through 19, in the Preliminary Geotechnical Investigation for the Proposed Vermont-Manchester Commercial Development, prepared by Lawson & Associates on September 21, 2004 (see Technical Appendix D).

Option B

Potentially Significant Unless Mitigation Incorporated. The project site boundaries for Option B and the proposed project are the same. Therefore, as the project site is located in the seismic active region of Southern California, it is expected that the project site would experience seismic ground shaking. In addition, the active Newport-Inglewood Fault is located approximately 1.1 miles east of the project site, further increasing the likelihood that the project site would experience seismic ground shaking. Therefore, similar to the proposed project, Option B would be required to implement Mitigation Measures 6-1 and 6-2. Consequently, with implementation of these mitigation measures, the seismic ground shaking impact under Option B and the proposed project would be reduced to a less-than-significant level.

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

A significant impact may occur if a project is located in an area identified as having a high risk of liquefaction and mitigation measures required within such designated areas are not incorporated into the project.

Proposed Project

Less Than Significant Impact. Liquefaction describes a phenomenon where cyclic stresses, which are produced by earthquake-induced ground motions, create excess pore pressures in cohesionless soils. As a result, the soils may acquire a high degree of mobility, which can lead to lateral spreading, consolidation and settlement of loose sediments, ground oscillation, flow failure, loss of bearing strength, ground fissuring, and sand boils, and other damaging deformations. This phenomenon occurs only below the water table, but after liquefaction has developed, it can propagate upward into overlying, non-saturated soils as excess pore water escapes. Therefore, liquefaction will occur when there is shallow groundwater, low density non-cohesive (granular) soils and high-intensity ground motion.

The northern portion of the project site is located in a State of California Seismic Hazard Zone for liquefaction. Based on geotechnical borings, the soils on the project site were determined to be primarily stiff to very stiff, fine-grained clayey and silty layers and medium dense to dense sandy layers.¹³ The sandy to silty sand layers encountered may be susceptible to liquefaction, in addition to the silty or clayey layers. However, measurements of these soils indicate relatively high densities, which would generally preclude liquefaction and the associated negative effects to structures. Therefore, based on the preliminary findings of Lawson & Associates, the potential for liquefaction to occur is considered to be low. As the potential for liquefaction is low, the proposed project would not expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving. Furthermore, with the implementation of Mitigation Measures 6-1 and 6-2, it would further lessen the potential for liquefaction on-site. As such, a less-than-significant impact would occur.

Option B

Less Than Significant Impact. The project site boundaries for Option B and the proposed project are the same. As discussed above, the potential for onsite liquefaction is low, therefore, Option B would not expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving. Thus, a less-than-significant impact would occur comparable to that for the proposed project.

¹³ *Ibid.*

(iv) **Landslides?**

A significant impact may occur if a project is located in a hillside area with soil conditions that would suggest high potential for sliding.

Proposed Project

No Impact. The project site is not immediately adjacent to any mountains or steep slopes and is topographically flat. The project site is not located in an area which is susceptible to landslides.¹⁴ Therefore, no impact from seismically induced landslides would be expected.

Option B

No Impact. The project site boundaries for Option B and the proposed project are the same. As the project site is not located within an area susceptible to landslides, construction of Option B would not expose people or structures to the hazards associated with landslides. Thus, no impact would occur and the same impact would occur under Option B as under the proposed project.

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

A significant impact may occur if a project exposes large areas of soil to the erosional effects of wind or water for a long period of time.

Proposed Project

Less Than Significant Impact. Erosion could occur during project grading; however, the potential for soil erosion during the operation of the proposed project is relatively low due to (1) the generally flat topography of the project site and (2) the area would be almost entirely paved over. All grading activities require grading permits from the Department of Building and Safety, which include requirements and standards designed to limit potential erosion impacts to acceptable levels. In addition, on-site grading and site preparation must comply with all applicable provisions of Chapter IX, Division 70 of the Los Angeles Municipal Code which addresses grading, excavations, and fills. With implementation of the applicable grading and building permit requirements and the application of Best Management Practices, no significant impacts would occur related to erosion or loss of topsoil.

¹⁴ *Ibid.*

Mitigation Measures

Although no significant soil erosion impacts are anticipated, the following mitigation measures are recommended to ensure the application of Best Management Practices and compliance with all code and ordinance requirements to minimize potential impacts associated with short-term construction-related grading impacts:

- 6-3. Excavation and grading activities shall be scheduled during dry weather periods as feasible. If grading occurs during the rainy season (October 15 through April 1), diversion dikes shall be constructed to channel runoff around the site. Drainage channels shall be lined with grass or roughened pavement to reduce runoff velocity.
- 6-4. Stockpiles of excavated soil shall be covered with secured tarps or plastic sheeting.

Option B

Less Than Significant Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. Therefore, the dimensions, gross/net building square floor area and construction footprint under Option B would be the same as those of the proposed project. As such, similar construction techniques used for the proposed project would also be utilized under Option B. As a result, Option B would implement Mitigation Measures 6-3 and 6-4. In addition, Option B would comply with the applicable provisions of Chapter IX, Division 70 of the Los Angeles Municipal Code which addresses grading, excavations, and fills. Consequently, the same impact would occur under Option B as under the proposed project.

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

A significant impact may occur if a project is built in an unstable area without proper site preparation or design features to provide adequate foundations for project buildings, thus posing a hazard to life and property.

Proposed Project

No Impact. Potential impacts with regard to liquefaction and landslide potential are evaluated in Sections 6(a)(iii) and (iv), above. Construction must comply with the mitigation measures listed in Section 6(a)(ii), including building foundation requirements appropriate to site conditions. No impact is anticipated for the proposed project.

Option B

No Impact. The project site boundaries for Option B and the proposed project are the same. Therefore, Option B would not be exposed to landslides or liquefaction (see Sections 6(a)(iii) and (iv) above). Similar to the proposed project, Option B would implement the mitigation measures listed in Section 6(a)(ii). As a result, Option B would not be susceptible to soil that is unstable or could become unstable. Thus, no impact would occur and the same impact would occur under Option B as under the proposed project.

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

A significant impact may occur if a project is built on expansive soils without proper site preparation or design features to provide adequate foundations for project buildings, thus posing a hazard to life and property.

Proposed Project

Potentially Significant Unless Mitigation Incorporated. As discussed in the Preliminary Geotechnical Investigation, an expansion potential test for soil in the project site determined that the soil has a low to medium expansion potential. Concerns regarding expansive soils are typically addressed by the requirements to comply with the recommendations set forth in the Preliminary Geotechnical Investigation and the requirements established by the Los Angeles Department of Building and Safety and UBC (see Mitigation Measures 6-1 and 6-2). Compliance with these recommendations and requirements would decrease the potential risks from expansive soil to a less-than-significant level. Although impacts would be less than significant, the following mitigation measure is included to highlight the proposed project's requirement that allows for this conclusion.

Mitigation Measure

- 6-5. The project shall be designed in accordance with all applicable requirements as outlined by the Los Angeles Department of Building and Safety.

Option B

Potentially Significant Unless Mitigation Incorporated. The project site boundaries for Option B and the proposed project are the same. Soil on the project site has a low to medium expansion potential. As a result, Option B would be required to implement Mitigation Measures 6-1, 6-2 and 6-5, in addition to compliance with the requirements established by the Los Angeles Department of Building and Safety and UBC. As a result, Option B would reduce

the impact upon expansive soil to a less-than-significant level. Consequently, the same impact would occur under Option B as for the proposed project.

- e) **Would the project 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?**

This question would apply to a project only if it were located in an area not served by an existing sewer system.

Proposed Project

No Impact. The project site is located in a developed area of the City of Los Angeles, which is served by a wastewater collection, conveyance and treatment system operated by the City of Los Angeles. No septic tanks or Option disposal systems are necessary, nor are they proposed. Therefore, no impact would occur.

Option B

No Impact. The project site boundaries for Option B and the proposed project are the same. As such, Option B is located with the City of Los Angeles and the wastewater generated at the project site would be collected, conveyed and treated by the City. No septic tanks are necessary nor are they proposed under Option B, thus no impact would occur. Consequently, the same impact would occur under Option B as for the proposed project.

Cumulative Impacts

No Impact. There are 27 related projects in the project vicinity (see Table IV-21). Development of the proposed project in conjunction with the related projects would result in further "infilling" of various land uses in the South Central Los Angeles area. Geotechnical hazards are area-specific, as well as site-specific and, therefore, there is little if any cumulative relationship between development of the proposed project and the related projects. Furthermore, each project would be required to comply with the site-specific requirements based on geotechnical studies of the site.

As such, construction of the related projects is not anticipated to combine with the proposed project to cumulatively expose people or structures to such geologic hazards as liquefaction, landslides and/or unstable soils, or to increase the potential for soil erosion or the loss of topsoil. Therefore, no cumulative geological impacts are anticipated from the proposed project and the related projects.

In addition, Option B would only differ in the orientation of the proposed structures within the project site. As no cumulative impact on geology and soil was identified under the proposed project, no cumulative geology and soils impact under Option B is expected.

7. HAZARDS AND HAZARDOUS MATERIALS

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

A significant impact may occur if a project involves the use or disposal of hazardous materials as part of its routine operations and would have the potential to generate toxic or otherwise hazardous emissions that could adversely affect sensitive receptors.

Proposed Project

No Impact. Other than typical cleaning solvents used for commercial office purposes, no hazardous materials would be used, transported or disposed of in conjunction with the routine day-to-day operations of the proposed project. Therefore, no impact would occur.

Option B

No Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. Therefore, the land uses onsite would remain unchanged. As such, the daily activities of Option B would not require the use, transport or disposal of hazardous materials and no impact would occur. Consequently, the same impact would occur under Option B as for the proposed project.

- b) **Would the project create significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?**

The following analysis is based upon the Phase I Environmental Assessment-Vermont Manchester Village, Los Angeles, California prepared by SCS Engineers in August 2004 and the Subsurface Investigation-Vermont Manchester Village 8322 through 8334 South Vermont Avenue prepared by SCS Engineers in November 2004. Copies of these reports can be found as Appendix E and F to this Initial Study.

A significant impact may occur if a project utilizes substantial quantities of hazardous materials as part of its routine operations and could potentially pose a hazard to nearby sensitive receptors under accident or upset conditions.

*Proposed Project*Storage Tanks

Potentially Significant Unless Mitigation Incorporated. Historical information obtained from Sanborn Fire Insurance maps and the City of Los Angeles Building Department indicate that a gas station was located on the northeast corner of 84th Street and South Vermont Avenue from at least 1919 to 1945. Records further indicate the presence of several fueling islands, underground storage tanks (USTs), hydraulic hoists, a batter shop and brake shop. The location of the former service station is presently occupied by a paint store, located at 8334 South Vermont. A soil vapor survey and soil samples were taken to evaluate the area of the former gas station. The soil vapor data indicated the presence of fuel-related volatile organic compounds (VOCs), i.e., toluene, ethylbenzene and xylenes) at very low levels. These concentrations are not indicative of a significant release and no further investigation was recommended by SCS Engineers. In addition, the soil sample data indicated all metals found in the soil to be below the allowable RWQCB soil screening guideline levels and below the Preliminary Remediation Goals (PRGs) for industrial uses as established by the United States Environmental Protection Agency (USEPA) Region IX. As such no further investigation was recommended by SCS Engineers.

Due to the time period of the service station's operation and eventual closure, records could not be pulled to determine whether the related USTs were removed before the construction of the current building which occupies the project site. During the soil and vapor sample investigations, samples were taken at a depth up to ten feet and no USTs were encountered. Therefore, it is highly likely that the USTs were removed. Nevertheless, if such USTs are discovered during grading activities, the removal of the USTs would be carried out in accordance with applicable City and State requirements. The Los Angeles Fire Department would be consulted prior to their removal to ensure that nearby sensitive receptors would not be adversely affected during the removal process. As such, a mitigation measures is recommended below to reduce the potential impact associated with the accidental release of hazardous materials into the environment during the removal of any potential USTs.

Incinerator

Historical information obtained from Sanborn Fire Insurance maps also identify the presence of an incinerator on the east side of the building located at 8322 through 8332 South Vermont, from at least 1951 to 1969. The incinerator appears to be at the northwest portion of a parking lot that was located on the east side of the building. This incinerator was most likely used to burn refuse generated in the building, and, therefore, elevated concentrations or heavy metals may be present in the adjacent soils. Soil samples were taken to evaluate the area of the

incinerator. With the exception of arsenic, the metals detected in the vicinity of the former incinerator are well below background levels and/or well below the industrial PRGs set by the USEPA. The arsenic concentrations are within the range for normal background in the project area, and, therefore, no further investigations of the project site are recommended. As such, no potential release of hazardous materials into the environment is likely due to construction activities and impacts would be less than significant.

Asbestos and Lead-Based Paint

Due to the age of the buildings contained within the project site, the potential for lead-based paint and asbestos containing materials (ACMs) in ceiling tiles, floor tiles, and in insulation is considered to be high. Therefore, prior to the demolition of the buildings on the project site, surveys for both ACMs and lead based paint should be conducted. Mitigation measures are recommended below to reduce the potential impact associated with the accidental release of hazardous materials into the environment during the proposed removal of any lead-based paint or asbestos materials.

Project implementation will be required to comply with SCAQMD rule 1403 - Asbestos Emissions from Demolition/Renovation Activities. SCAQMD Rule 1403 was adopted in September 1989 and amended in April 1994. This rule is intended to limit asbestos emissions from demolition or renovation of structures and the associated disturbance of asbestos-containing waste generated or handled during these activities. The rule requires SCAQMD to be notified before demolition or renovation activity occurs. This notification includes a description of structures and methods utilized to determine the presence of asbestos or lack thereof. All asbestos containing material found on the site must be removed prior to demolition or renovation activity in accordance with the requirements of Rule 1403. Project compliance with Rule 1403 would ensure that impacts associated with asbestos containing materials are reduced to acceptable levels.

By law, asbestos and lead-based paint are no longer used in construction materials. Therefore, during the operation of the proposed project, no accidental release of these hazardous materials into the environment is possible. In addition, due to the nature of the proposed office use, no asbestos or lead-based paint materials would be produced onsite, which could potentially be released into the environment.

Mitigation Measures

- 7-1. During the construction of the proposed project, all encountered USTs shall be removed in accordance with applicable City and State regulations. All suspected and identified

USTs shall be located and removed in accordance with applicable City and State regulations.

- 7-2. Prior to issuance of demolition permits, the Applicant shall conduct asbestos and lead-based paint surveys on all buildings and associated infrastructure. If asbestos and/or lead-based paint are detected, they shall be abated in accordance with all applicable federal, State, and local regulations as and in accordance with the South Coast Air Quality Management District.
- 7-3. Any asbestos and lead-based paint containing materials shall be removed by a licensed abatement contractor in accordance with all federal, State and local regulations prior to renovation or demolition.

Option B

Potentially Significant Unless Mitigation Incorporated. The dimensions of the proposed structures under Option B are the same as the proposed project. Therefore, the amount and depth of grading required for Option B would be the same as the proposed project. As a result, since the existence of any potential USTs cannot be confirmed, Option B would be required to implement Mitigation Measure 7-1.

In addition, similar to the proposed project, all existing structures located on the project site would be demolished under Option B. Since the existing buildings onsite may contain lead-based paint and/or asbestos, Option B would be required to implement Mitigation Measures 7-2 and 7-3. With implementation of these mitigation measures, Option B would reduce the risk of upset to a less-than-significant level. Consequently, the same impacts would occur under Option B as under the proposed project.

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

A significant impact may occur if a project site is located within one-quarter mile of an existing or proposed school site and has the potential to emit hazardous emissions.

Proposed Project

No Impact. The nearest school would be Fremont Primary Center No. 2, which is approximately 0.35 miles southeast of the project site and is currently under construction. It

will be completed by the first quarter of 2005.¹⁵ As stated in Section 7(b) above, the proposed project would use, at most, minimal amounts of hazardous materials for routine cleaning and, therefore, would not pose any substantial potential for accident conditions involving the release of hazardous materials. Thus, concerning emissions of hazardous materials near an existing school, no impact would occur.

Option B

No Impact. The project site boundaries for Option B and the proposed project are the same. The nearest school to the project site is the Fremont Primary Center No. 2, which is approximately 0.35 miles to southeast. As stated in Section 7(b) above, Option B would not emit hazardous emissions or handle hazardous materials. Thus, Option B would not emit hazardous materials within one-quarter mile of an existing or proposed school and no impact would occur. Consequently, the same impact would occur under Option B as under the proposed project.

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

The following analysis is based upon the Phase I Environmental Assessment-Vermont Manchester Village, Los Angeles, California prepared by SCS Engineers in August 2004. A copy of this report can be found as Appendix E to this Initial Study.

California Government Code Section 65962.5 requires various state agencies to compile lists of hazardous waste disposal facilities, unauthorized releases from underground storage tanks, contaminated drinking water wells, and solid waste facilities from which there is known migration of hazardous waste and submit such information to the Secretary for Environmental Protection on at least an annual basis. A significant impact may occur if a project site is included on any of the above lists and poses an environmental hazard to surrounding sensitive uses.

Proposed Project

No Impact. A review of the most current databases and files from federal, state, and local environmental regulatory agencies was conducted to identify use, generation, storage, treatment or disposal of hazardous materials and chemicals, or release incidents of such materials, which

¹⁵ Los Angeles Facilities Service Division, *Public: Find A School*, website: www.laschools.org, October 26, 2004.

may impact the proposed project site. A summary of the federal and state agency database findings from the Phase I Environmental Assessment are presented in Table IV-5.

**Table IV-5
Regulatory Database Results**

Regulatory Database	Approx. Minimum Search Distance	Project Site Listed	No. of Properties in Project Area
Federal Records			
Federal National Priority List (NPL)	1 mile	No	0
Federal RCRA Corrective Action Facilities (CORRACTS)	1 mile	No	0
Federal Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) List	½ mile	No	0
US EPA Hazardous Waste Generators	¼ mile	No	4
State Records			
California Superfund (SPL)	¼ mile	No	0
Cal-Sites (State Equivalent to CERCLIS)	1 mile	No	0
State Leaking Underground Storage Tanks (LUST)	½ mile	No	2
California Solid Waste & Landfill Facilities (SWLF)	¼ mile	No	1
California Properties with Deed Restrictions	1 mile	No	0
State of California OPR (CORTESE/CS)	½ mile	No	3
State Registered Underground Storage Tanks (UST);	Property and Adjacent	No	4
California State Spills List	1 mile	No	0
<i>Note: Some sites maybe listed in more than one database.</i>			

Of the properties listed on a federal or state database, based on each site's regulatory status, types of violation, distance and/or anticipated groundwater gradients, these properties are not anticipated to significantly impact the project site.¹⁶ Therefore, as the project site is not included on any of the applicable federal or State regulatory lists, no impact would occur.

Option B

No Impact. The project site boundaries for Option B and the proposed project are the same. According to Table IV-5 above, the project site is not included on any applicable federal or State regulatory databases, which list hazardous materials sites. Therefore, construction of Option B would not create a significant hazard to the public or the environment and no impact would occur. Consequently, the same impact would occur under Option B as under the proposed project.

¹⁶ SCS Engineers, *Phase I Environmental Assessment-Vermont Manchester Village, Los Angeles, California, August 2004, page 13.*

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

A significant impact may occur if a project were placed within a public airport land use plan area, or within two miles of a public airport, and subject to a safety hazard.

Proposed Project

No Impact. The nearest airports are the Compton Airport and Los Angeles International Airport, which are located approximately eight miles to the southeast and approximately 11 miles to the southwest, respectively. As such, the proposed project is not included in any airport land use plan.¹⁷ Therefore, no impact would occur.

Option B

No Impact. The project site boundaries for Option B and the proposed project are the same. The nearest airport to the project site is the Compton Airport, which is located eight miles to the southeast. As a result, Option B would not be included in any airport land use plan area and no impact would occur. Consequently, the same impact would occur under Option B as for the proposed project.

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

This question would apply to a project only if it were in the vicinity of a private airstrip and would subject area residents and workers to a safety hazard.

Proposed Project

No Impact. The proposed project is not located in the vicinity of a private airstrip. Therefore, no impact would occur.

Option B

No Impact. The project site boundaries for Option B and the proposed project are the same. The project site is not located within the vicinity of a private airstrip and, therefore, Option B would not pose a safety hazard for people working in the project site and no impact would

¹⁷ Los Angeles County Department of Regional Planning, Los Angeles County Airport Land Use Commission Comprehensive Land Use Plan, December 19, 1991.

occur. Consequently, the same impact would occur under Option B as for the proposed project.

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

A significant impact may occur if a project were to interfere with roadway operations used in conjunction with an emergency response plan or emergency evacuation plan or would generate sufficient traffic to create traffic congestion that would interfere with the execution of such a plan.

Proposed Project

No Impact. Redevelopment of the project site may require temporary and/or partial street closures due to construction activities. While such closures may cause temporary inconvenience, they would not be expected to substantially interfere with emergency response or evacuation plans. The project would not cause permanent alterations to vehicular circulation routes and patterns, impede public access or travel upon public rights-of-way. Therefore, the proposed project would not be expected to interfere with any adopted emergency response plan or emergency evacuation plan, and no project impact would occur.

Option B

No Impact. The project site boundaries for Option B and the proposed project are the same. In addition, compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. As a result, redevelopment of the project site may require temporary and/or partial street closures; however, these closures would not cause permanent alterations to vehicular circulation routes and patterns, impede public access or travel upon public rights-of-way. As a result, Option B would not be expected to interfere with any adopted emergency or evacuation response plan and no impact would occur. Consequently, the same impact would occur under Option B as for the proposed project.

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

A significant impact may occur if a project is located in proximity to wildland areas and poses a potential fire hazard, which could affect persons or structures in the area in the event of a fire.

Proposed Project

No Impact. The project site is not adjacent to or in close proximity to wildlands and is, therefore, not subject to hazards from wildland fires.¹⁸ Therefore, no impact would occur.

Option B

No Impact. The project site boundaries for Option B and the proposed project are the same. The project site is not adjacent to or in close proximity to wildlands and, therefore, Option B would not be subject to hazards from wildland fires. Consequently, no impact would occur and the same impact would occur under Option B as under the proposed project.

Cumulative Impacts

Less Than Significant Impact. Development of the proposed project in combination with the related projects has the potential to increase the use, storage, transport, and/or release of hazardous materials. However, Mitigation Measures 7-1 through 7-3 would reduce the potential impact associated with the proposed project to a less-than-significant level. With respect to the 27 related projects (see Table IV-21), the presence of any hazardous substances associated with any of the related projects would require evaluation for potential threats to public safety. This would occur for each individual project affected, in conjunction with development proposals on these properties. Furthermore, local municipalities are required to follow local, state and federal laws regarding hazardous materials. Therefore, assuming compliance with local, state and federal laws pertaining to hazardous materials, cumulative impacts would be considered less than significant.

With respect to hazards from wildfires, the proposed project area (including the related projects) is an urbanized portion of Los Angeles that does not include wildlands or high fire hazard terrain or vegetation. In addition, similar to the proposed project, none of the related projects are located within an airport land use plan or within the vicinity of a private airstrip. Overall, no cumulative impacts related to hazards and hazardous materials are anticipated.

In addition, Option B would only differ in the orientation of the proposed structures within the project site. Therefore, since a less-than-significant cumulative impact on hazards was identified under the proposed project, a less-than-significant cumulative hazards impact under Option B is expected.

¹⁸ City of Los Angeles Department of City Planning, *Zone Information and Map Access System*, website: <http://zimas.lacity.org>, October 18, 2004.

8. HYDROLOGY AND WATER QUALITY

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

A significant impact may occur if the project would discharge water which does not meet the quality standards of agencies which regulate surface water quality and water discharge into stormwater drainage systems. Significant impacts would also occur if the project does not comply with all applicable regulations with regard to surface water quality as governed by the State Water Resources Control Board (SWRCB). These regulations include compliance with the Standard Urban Storm Water Mitigation Plan (SUSMP) requirements to reduce potential water quality impacts.

Proposed Project

Less Than Significant Impact. The proposed project is the development of an office building (with a child care center) and parking structure. Discharges from the project would consist of typical urban runoff. There would be no industrial discharge to any public water system. The proposed project would be required to comply with the National Pollution Discharge Elimination System (NPDES) and SUSMP programs and would be required to obtain a water quality permit from the Los Angeles Regional Water Quality Control Board (LARWQCB). The NPDES and SUSMP programs establish comprehensive stormwater quality programs to manage urban stormwater and minimize pollution of the environment to the maximum extent practicable. These programs require the proposed project to implement BMPs to reduce pollutants in urban stormwater discharge to the maximum extent practicable.

With compliance with the applicable federal, State and local regulations, Code requirements and permit provisions, the proposed project would not violate any water quality standards of waste discharge requirements and, therefore, no significant impacts related to potential discharge into surface water or changes in water quality are anticipated.

Option B

Less Than Significant Impact. The land uses under Option B would be the same as those of the proposed project. As such, no industrial discharge into any public water system would occur under Option B. In addition, Option B would comply with NPDES and SUSMP programs and would obtain a water quality permit from LARWQCB. Furthermore, Option B would be required to comply with the applicable federal, State and local regulations and Code requirements. As a result, Option B would not violate any water quality standards or wastewater discharge requirements and a less-than-significant impact would occur. Consequently, the same impact would occur under Option B as for the proposed project.

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

A significant impact may occur if a project included deep excavations which had the potential to interfere with groundwater movement or included withdrawal of groundwater or paving of existing permeable surfaces important to groundwater recharge.

Proposed Project

No Impact. During a subsurface investigation, groundwater was encountered 48 feet below the existing ground surface, however, the historically highest groundwater level for the project site is 15 feet.¹⁹ The only proposed excavation on the project site is for the foundation and the installation of utilities. The depths of such excavations have not been determined at this time, but typically would be in the range of a few feet. Dewatering of the project site during or after the construction phase would not be required. Consequently, no alteration in the amount of groundwater available for public water supplies would be expected. Furthermore, most of the project site is currently covered with buildings and pavement, and little groundwater recharge occurs onsite. Therefore, the proposed project would not decrease the current rate of groundwater recharge and no impact would occur.

Option B

No Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. Therefore, the same grading and excavation required for Option B would be the same as the proposed project. As a result, no dewatering would be required under Option B. In addition, since most of the project site is paved, little groundwater recharge currently occurs onsite. Therefore, no impact would occur and the same impact would occur under Option B as under the proposed project.

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

¹⁹ Lawson & Associates, *Preliminary Geotechnical Investigation for the Proposed Vermont-Manchester Commercial Development*, September 21, 2004.

A significant impact may occur if a project resulted in a substantial alteration of drainage patterns that resulted in a substantial increase in erosion or siltation during construction or operation of the project.

Proposed Project

No Impact. The project site is located in a highly urbanized area and no stream or river courses are located in the project vicinity. The project site is presently covered almost entirely with impermeable surface (i.e. structures, concrete, asphalt). With construction of the proposed project, the amount of storm water runoff would remain approximately the same since the amount of impervious surfaces on-site are not anticipated to change. Runoff from the project would continue draining to 83rd, 84th and Vermont Street. Therefore, the proposed project would not alter the existing drainage pattern or amount of runoff generated from the project site. Thus, the proposed project would not alter the existing drainage pattern of the project site, including the course of a stream or river, nor would it cause substantial erosion or siltation on or off-site. No impact would occur.

Option B

No Impact. The project site boundaries under Option B and the proposed project are the same. Currently, the project site is entirely covered with impervious surfaces, with the exception of one undeveloped lot. Since the amount of impervious surfaces onsite are not anticipated to change, construction of Option B is not expected to alter the amount of surface runoff. As a result, construction of Option B would not alter the existing drainage pattern, which would result in erosion on or offsite and no impact would occur. Consequently, the same impact would occur under Option B as for the proposed project.

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

A significant impact may occur if a project resulted in increased runoff volumes during construction or operation of the project that would result in flooding conditions affecting the project site or nearby properties.

Proposed Project

No Impact. As described in Section 8(c), the project site is fully paved (except for minimal amounts of landscaped area) and would remain so. Storm water runoff volumes and drainage

patterns from the project site would not change with development of the proposed project, therefore, no project impact would occur.

Option B

No Impact. The project site boundaries under Option B and the proposed project are the same. Currently, the project site is entirely covered with impervious surfaces, with the exception of one undeveloped lot. Since the amount of impervious surfaces onsite is not anticipated to change, the development of Option B is not expected to alter the amount of surface runoff. As such, construction of Option B would not alter the existing drainage pattern, which could result in on or offsite flooding. Therefore, no impact would occur. Consequently, the same impact would occur under Option B as for the proposed project.

- e) **Would the project create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?**

A significant impact may occur if the volume of storm water runoff were to increase to a level that exceeded the capacity of the storm drain system serving a project site, or if a project would substantially increase the probability that polluted runoff would reach the storm drain system.

Proposed Project

Less Than Significant Impact. There are currently two storm drains in Vermont Avenue, with two storm drain inlets located at the northeast and northwest corners of the 83rd/Vermont Avenue intersection.²⁰ Currently runoff from the project site flows either eastwardly down 83rd or 84th Streets or southerly down Vermont Avenue.²¹ Development of the proposed project would not increase the volume of storm water runoff from the project site, as discussed in Section 8(d), above.

Activities associated with operation of the proposed project would generate substances that could degrade the quality of water runoff. The deposition of certain chemicals by cars in the parking structure and the internal roadway surfaces could have the potential to contribute metals, oil and grease, solvents, phosphates, hydrocarbons, and suspended solids to the storm drain system. However, impacts to water quality would be reduced since the project must

²⁰ City of Los Angeles Bureau of Engineering, *Navigate LA*, website: <http://navigatela.lacity.org/index01.htm>, October 15, 2004.

²¹ *Ibid.*

comply with water quality standards and wastewater discharge requirements set forth by the City of Los Angeles, and the SWRCB. Furthermore, Best Management Practices (BMPS), as required by the SUSMP for Los Angeles County and Cities in Los Angeles County, would be incorporated into the project to minimize the off-site conveyance of pollutants. Typical operational BMPs include, but are not limited to:

- Structural BMPs to mitigate potential storm water quality impacts of the project such as catch basin inserts and Continuous Deflective Separator (CDS) Units
- All storm drain inlets and catch basins within the Project area to be stenciled with prohibitive language (such as: "NO DUMPING - DRAINS TO OCEAN") and/or graphical icons to discourage illegal dumping.
- Legibility of stencils and signs to be maintained.
- Materials with the potential to contaminate storm water to be: (1) placed in an enclosure such as, but not limited to, a cabinet, shed, or similar structure that prevents contact with runoff or spillage to the storm water conveyance system; or (2) protected by secondary containment structures such as berms, dikes, or curbs.
- All storage areas to be paved and sufficiently impervious to contain leaks and spills.
- All storage areas to have roofs or awnings to minimize collection of storm water within the secondary containment area.
- Trash container areas to have drainage from adjoining roofs and pavement diverted around the area(s).
- Trash container areas to be screened or walled to prevent off-site transport of trash.

Therefore, the proposed project would not provide substantial additional sources of polluted runoff to the storm drain system nor would it increase storm water runoff from the project site above existing levels. Compliance with existing regulations would ensure that potential water quality impacts would be less than significant.

Mitigation Measures

While impacts would be less than significant, the following measures are recommended to reduce water quality impacts further:

Construction

- 8-1. During construction, the project applicant shall implement all applicable and mandatory Best Management Practices (BMPs) in accordance with the SUSMP and City of Los Angeles Stormwater Management Program. These BMPs shall include, but not be limited, to the following:
- Erosion control procedures shall be implemented for exposed areas.
 - Appropriate dust suppression techniques, such as watering or tarping, shall be used.
 - Construction entrances shall be designed to facilitate removal of debris from vehicles exiting the site.
 - Truck loads shall be tarped.
 - All construction equipment and vehicles shall be inspected for and leaks repaired according to a regular schedule, specified in the Grading Plan approved by the Department of Building and Safety.
- 8-2. All construction equipment and vehicles shall be inspected for and leaks repaired according to a regular schedule, specified in the Grading Plan approved by the Department of Building and Safety.

Option B

Less Than Significant Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. In addition, the project site boundaries under Option B and the proposed project are the same. With the exception of one undeveloped lot, the project site is entirely paved. As such, development of Option B would not increase the volume of storm water runoff from the project site and a less-than-significant impact would occur.

Furthermore, the land uses under Option B would be the same as those of the proposed project. Therefore, activities associated with the operation of Option B would generate substances that could degrade the quality of water runoff. However, similar to the proposed project, Option B would implement BMPs set forth by the City of Los Angeles and the SWRCB, and Mitigation Measures 8-1 and 8-2. Thus, Option B would not provide substantial additional sources of polluted runoff to the storm drain system and a less-than-significant impact would occur. Consequently, the same impact would occur under Option B as under the proposed project.

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

A significant impact may occur if a project includes potential sources of water pollutants that would have the potential to substantially degrade water quality.

Proposed Project

No Impact. Other than the sources discussed above, as described in Sections 8(a) and 8(e), the proposed project does not include other potential sources of contaminants which could potentially degrade water quality. Therefore, the proposed project would not otherwise substantially degrade water quality.

Option B

No Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. As a result, the dimensions, gross/net building square floor area, and land uses under Option B would be the same as those of the proposed project. Therefore, other than the sources discussed above in Sections 8(a) and 8(e), Option B does not include other potential sources of contaminants which could potentially degrade water quality. Therefore, no impact under Option B would occur. Consequently, the same impact would occur under Option B as for the proposed project.

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

This question would apply to a project only if it were placing housing in a 100-year flood zone.

Proposed Project

No Impact. The proposed project does not include housing and the project site is not in an area designated as a 100-year flood hazard area.²² Therefore, no impact would occur.

Option B

No Impact. The project site boundaries for Option B and the proposed project are the same. The project site is not located in an area designated as a 100-year flood hazard area nor does

²² Los Angeles City Planning Department Environmental and Public Facilities Maps, 100 Year and 500 year Flood Plains, September 1, 1996.

Option B include the construction of housing. Therefore, no impact would occur under Option B. Consequently, the same impact would occur under Option B as for the proposed project.

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

A significant impact may occur if a project were located within a 100-year flood zone and development of the project would impede or redirect flood flows.

Proposed Project

No Impact. As mentioned in Section 8(g), the project site is not in an area designated as a 100-year flood hazard area.²³ Therefore, no impact would occur.

Option B

No Impact. The project site boundaries for Option B and the proposed project are the same. The project site is not located in an area designated as a 100-year flood hazard area and, therefore, Option B would not impede or redirect flood flows. As such, no impact would occur. Consequently, the same impact would occur under Option B as under the proposed project.

- i) **Would the project expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?**

A significant impact may occur if a project exposed people or structures to a significant risk of loss or death caused by flooding, including flooding as a result of the failure of a levee or dam.

Proposed Project

No Impact. The project site does not lie in a dam or reservoir inundation area.²⁴ Flooding from other sources is also not expected (see Section 8(h)). Therefore, no impact would occur.

Option B

No Impact. The project site boundaries for Option B and the proposed project are the same. The project site is not located in a dam or reservoir inundation area. As such, Option B would

²³ *Ibid.*

²⁴ LGS Reports, *Natural Hazards Disclosure Report for Los Angeles County: 8300-8322 S. Vermont Avenue, April 5, 2004.*

not expose people or structures to death or loss by flooding due to a dam or levee failure. Therefore, no impact would occur. Consequently, the same impact would occur under Option B as under the proposed project.

j) Would the project expose people or structures to a significant risk of loss, injury or death involving inundation by seiche, tsunami, or mudflow?

A significant impact may occur if a project site is sufficiently close to the ocean or other water body to be potentially at risk of the effects of seiche, tsunami or mudflows.

Proposed Project

No Impact. The project site is located approximately 15 miles east of the Pacific Ocean and, therefore, is not subject to tsunamis. The project site is not located near a hillside area and, therefore, is not subject to mudflows. According to the Los Angeles City Planning Department, the project site is not located in an inundation hazard area.²⁵ Therefore, the project site is not subject to flooding from inundation by seiche, tsunami, or mudflow and no impact is expected.

Option B

No Impact. The project site boundaries under Option B and the proposed project are the same. The project site is not located near an ocean, hillside area or inundation hazard area. Therefore, Option B would not expose people or structures to death or loss by seiche, tsunami or mudflow, and no impact would occur. Consequently, the same impact would occur under Option B as under the proposed project.

Cumulative Impacts

Less Than Significant Impact. There are 27 related projects in the vicinity of the project site (see Table IV-21). Construction of the proposed project in conjunction with the related projects would result in the further infilling of uses in an already urbanized area. Runoff from the project site and adjacent urban uses is typically directed into the adjacent streets, where it flows to the nearest drainage improvements. As such, little additional cumulative runoff is expected from the project site and the related project sites, since this part of Los Angeles is already fully developed with impervious surfaces. Therefore, no new storm drainage facilities would need to be constructed to accommodate the proposed project or related projects and a less-than-

²⁵ Los Angeles City Planning Department, *Environmental and Public Facilities Maps: Inundation and Tsunami Hazard Areas*, September 1, 1996.

significant cumulative impact would occur. In addition, similar to the proposed project, all of the related projects would be required to implement BMPs and to conform to the existing NPDES water quality program. Therefore, cumulative water quality impacts would also be less than significant.

In addition, Option B would only differ in the orientation of the proposed structures within the project site. Therefore, since a less-than-significant cumulative impact on hydrology and water quality was identified under the proposed project, a less-than-significant cumulative hydrology and water quality impact under Option B is expected.

9. LAND USE AND PLANNING

a) Would the project physically divide an established community?

A significant impact may occur if a project were sufficiently large enough or otherwise configured in such a way as to create a physical barrier within an established community (a typical example would be a project which involved a continuous right-of-way such as a roadway which would divide a community and impede access between parts of the community).

Proposed Project

No Impact. The proposed project is not of the scale that might physically divide an established community and it is consistent with the existing physical arrangement of the properties within the vicinity of the project site, the underlying zoning and General Plan designations and with the public right of ways. Furthermore, no streets or sidewalks would be permanently closed as a result of the proposed project. No separation of uses or disruption of access between land use types would occur as a result of the proposed project. Therefore, implementation of the proposed project would not disrupt or divide the physical arrangement of the established community and no impact is anticipated from project implementation. Impacts associated with the removal of the existing housing units on the project site are discussed in Sections 12(b) and 12(c).

Option B

No Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. Therefore, the dimensions, gross/net building square floor area, and land uses under Option B would be the same as those of the proposed project. The project site boundaries under the proposed project and Option B are also similar. Accordingly, no separation of uses or disruption of access between land use types would occur as a result of Option B. Therefore, no impact would occur. Consequently, the same impact would occur under Option B as for the proposed project.

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

A significant impact may occur if a project is inconsistent with the General Plan or zoning designations currently applicable to the project site and would cause adverse environmental effects, which the General Plan and zoning ordinance are designed to avoid or mitigate.

Proposed Project

Less Than Significant Impact. The General Plan of the City of Los Angeles provides general guidance on land use issues and planning policy for the entire City. All development activity on the project site is subject to the land use regulations of the South Central Los Angeles Community Plan, the Vermont/Manchester Recovery Redevelopment Plan, and the City of Los Angeles Planning and Zoning Code (the "Zoning Code"), which are intended to guide local land use decisions and development patterns. Furthermore, the proposed project is subject to the design guidelines set forth in the Vermont Avenue Shopping Center Development Area.

The project site is located within the planning area of the Southern California Association of Governments (SCAG), the Southern California region's federally-designated metropolitan planning organization. The proposed project is also located within the South Coast Air Basin and, therefore, is within the jurisdiction of the South Coast Air Quality Management District (SCAQMD). In addition, all of the South Los Angeles community is subject to the provisions of the South Central Alcohol Sales Specific Plan. However, as the proposed project would not serve or sell alcohol on-site, the provisions are not applicable to the project site.

South Central Los Angeles Community Plan

The Los Angeles General Plan is composed of 11 elements, including the land use element, and is the fundamental policy document for the City of Los Angeles. With regard to decision-making on land use issues, such as specific land use locations and entitlements, the General Plan defers to its 38 individual Community Plans. As stated earlier, the project site is under the authority of the South Central Los Angeles Community Plan (Community Plan). The South Central Los Angeles Community Plan designates the project site as Community Commercial, which includes commercial, retail, parking, and other uses. The Community Commercial designation allows for CR, C2 and C4 zoning. According to the Community Plan, commercial uses should facilitate convenient shopping and easy access to professional services. In addition, new and rehabilitated office space should be established in the commercial centers of the community.

The Community Plan includes requirements that provide direction and a course of future action for development in South Los Angeles. The proposed project would be consistent and/or implement several applicable polices of the Community Plan, including:

- 2-1.1 *New commercial uses shall be located in existing, established commercial areas or existing shopping centers.*
- 2-1.2 *Protect commercially planned/zoned areas from encroachment by residential only development.*
- 2-4.7 *Require that first floor street frontage of structures incorporate commercial uses.*
- 2-5.1 *Improve the appearance and landscaping of commercial properties.*
- 2-5.2 *Improve safety and aesthetics of parking areas in commercial areas.*
- 3-1.2 *Require that projects be designed and developed to achieve a high level of quality, distinctive character and compatibility with existing uses.*

Design Guidelines

The Design Guidelines in the Community Plan address the issues of building orientation and material, building height and massing, and lighting. The proposed project would be required to be consistent with these guidelines; which include:

- Locating retail and commercial service uses along frontages of commercial developments.*
- Providing front pedestrian entrances for businesses fronting on main commercial streets.*
- Providing, where feasible, the undergrounding of new utility services.*
- Maximize the areas devoted to transparent building elements, such as window and door, on front facades.*
- Design parking structure exteriors to match the style, materials and color of the main building*
- Utilize decorative walls or landscaping to buffer residential uses from parking structures.*
- Install on-site lighting along pedestrian walkways and vehicular access ways.*
- Shield and direct on-site lighting onto driveways and walkways, and away from adjacent residential uses.*

Landscape Guidelines

The Community Plan landscape guidelines aid in enhancing the pedestrian character of a property and in conveying a distinctive high quality visual image for the streets. These goals can be accomplished through the placing of specific smog-, fire- and drought-tolerant plants in proper street intersections, medians and street frontages. In addition, installation of street trees along public sidewalks in accordance with the Street Tree Master Plan would improve the aesthetic character of a neighborhood.

No landscape plans for the proposed project have been prepared.

The proposed project would remove all existing uses on the project site, which are currently underutilized and/or vacant. The proposed commercial use of the project site would be located in a commercial area and would not allow encroachment of residential uses onsite. The proposed project include 4,000 square feet of fast-food, restaurant or retail use, allowing employment opportunities for the local labor force, and the ability of local residents to patronize local stores. The project site would be landscaped and designed in compliance with the guidelines set forth in the Community Plan. In addition, construction of the project site would improve the overall general character of the project vicinity, increasing the marketability of the project area to other potential employers. Overall, the proposed project would comply with the applicable guidelines outlined in the Community Plan, creating a less-than-significant impact with respect to conformity with the Community Plan.

The project site is also located in the Vermont/Manchester Area and Vermont Corridor, which is designated as a Major Opportunity Site according to the Community Plan. Properties within the Corridor tend to contain vacant and underutilized parcels, are part of a major transportation corridor and contain significant community resources that should be mobilized in the redevelopment of the areas. Therefore, with compliance of the Community Plan, the proposed project would have a beneficial impact to the South Central Los Angeles community.

Vermont/Manchester Redevelopment Plan

The Vermont/Manchester Redevelopment Plan (Redevelopment Plan) covers a small area located in South Central Los Angeles. In general, the Redevelopment Plan area is comprised of the north and south commercial frontages along Manchester Avenue between Van Ness and Figueora Street and the east and west commercial frontages along Vermont Avenue between Manchester and 79th Street. The Redevelopment Plan's main goals are to promote and develop

employment opportunities within its boundaries, enhance the attractiveness and marketability of the project area and reduce crime.²⁶

Development of the proposed project would be consistent with the project objectives of the Redevelopment Plan, including:

- Promote and develop employment opportunities for the community by supporting existing employers and attracting new employers;
- Create an atmosphere for economic opportunity and community prosperity through public funding, business development activities and appropriate development incentives;
- Create a community image that expresses an aesthetically pleasing and clean community through planning and implementation programs, including development and enforcement of urban design standards; and
- Enhance the attractiveness, desirability and marketability of the Project Area.

Design Guidelines for the Vermont Avenue Shopping Center Development Area

The Design Guidelines for the Vermont Avenue Shopping Center Development Area (the "Guidelines") were adopted by the CRA on July 1, 1999. As adopted, the Guidelines apply to any new development on the east side of Vermont Avenue between Manchester and 83rd Streets. The project site falls in this area and thus, the project design would be subject to review and approval by CRA staff to ensure consistency with the Guidelines.

Design Guidelines for the Shopping Center outline parameters of a building's color, mass, proportion and rhythm, scale and rooftop. These Guidelines suggest ways to avoid "box-like" structures, which colors to use for a building's exterior and how to reduce the look of a building's scale. The recommendations made in the Guidelines are to aid in the design of structures which will result in an aesthetically pleasing building that blends in to the style of the surrounding uses.

Summarizing the key aspects of the guidelines as they relate to the proposed project:

- The Guidelines do not require development of a shopping center in the development area or on the project site. The Guidelines apply to and allow any commercial use.

²⁶ Community Redevelopment Agency of Los Angeles, *Redevelopment Plan for the Vermont/Manchester Recovery Redevelopment Project*, May 14, 1996, page 2.

The project proposes office, child care and parking uses which are types of commercial uses. Thus, the Guidelines permit the project uses.

- Although the Guidelines primarily make recommendations for development, they do include some requirements. In some respects the development standards set forth in the Guidelines differ from the development standards set forth in the zoning code, such as landscaped setbacks. Below, are the design standards specific to the project as currently proposed in the conceptual site plan.
 - No requirements of height, transitional height and scale;
 - Landscaping setbacks along Vermont Ave and the rear must be at least ten feet;
 - No requirements on building placement or loading facilities, only recommendations;
 - Lot coverage must be at least 5% landscaping;
 - Lighting must be shielded from neighboring properties;
 - No requirement for open space, but where there is open space it must at street level and must contain design elements consistent with the design of the development;
 - Parking structures are not prohibited, however "parking areas" require interior and perimeter landscaping;
 - Building design must incorporate sustainable building and operational features;
 - Some design requirements, but mostly recommendations on signage, awning material, screening for equipment and storage, security features, walls and fencing;
 - Permanent landscaping and signage maintenance procedures must be submitted for review.

In accordance with the Guidelines, the project should provide a 10 foot landscaped setback from the "rear" property line. However, due to the necessity to dedicate a new 20 foot alley behind the building (north-south alley), sufficient space does not exist to also provide the 10 foot landscaped setback. As stated on page 3-4 in the Guidelines: "Submittals which do not conform to the guidelines and standards shall be subject to Agency discretionary authority pursuant to Section 518 of the [Redevelopment Plan]." Consequently, the CRA can approve a deviation from the 10 foot landscaped rear yard requirement as part of it's approval of the project either in the DDA or as part of the CRA's Design Review.

Landscape Guidelines

According to the Design Guidelines for the Vermont Avenue Shopping Center Development Area:

Landscaping for commercial uses should be used to define specific areas, by helping focus on entrances to buildings, parking lots, defining the edges of various land uses, providing transition between neighboring properties, and providing screening for loading and equipment areas.

No landscape plans for the proposed project have been prepared.

The proposed project would remove all existing uses on the project site, which are currently blighted. The majority of buildings on the project site are vacant and/or in a state of disrepair (see Section 1(c) for a discussion of the proposed project's impact on aesthetics). In addition, there is a vacant lot overgrown with weeds and a fenced off parking lot which is not in use. The proposed project would relocate up to 1,200 employees and house them in a new office building. The commercial uses on the first floor of the proposed project would also stimulate the local economy. The parking structure and project site would be landscaped and the public could use the security-patrolled proposed parking structure. Overall, the proposed project would revitalize the local economy with a contemporary new building and parking structure, increasing the attractiveness of the project area. The proposed project would implement the project objectives listed in the Redevelopment Plan, creating a less-than-significant impact with respect to conformity with the Redevelopment Plan.

Zoning

The proposed project site is currently zoned [Q] C2-1 (Commercial).²⁷ Allowable uses in the C2 Commercial Zone include uses allowed in the C1 zone (i.e. Office, business or professional, bakery, barber, stationery store, drug store, grocery store, etc.); uses allowed in the CR zone (i.e. bank, club, hotels, public parking area, child care facilities, etc.); and more extensive retail stores (i.e. pet store, carpenter, upholstering shop and tire shop). The proposed project site is located in Height District (HD) "1", which permits a floor area ratio (FAR) of 1.5:1, or one and one half times the buildable area of the project site.

Properties immediately to the north of the proposed project site are zoned [Q]C2-1 (Commercial) and R3-1 (Multi-Dwelling), both with a Height District Designation of "1". The

²⁷ City of Los Angeles Planning Department, Zoning Information, website: <http://zimas.lacity.org/>, September 21, 2004.

properties to the east are also zoned R3-1. The R3 designation allows any use in the R2 zone, apartment houses, multiple dwelling and child care (20 children maximum). Uses to the south of the proposed project site are zoned [Q] C2-1, R3-1, and P-1 (Automobile Parking Zone), which has a Height District of "1". Properties to the west of the project site are zoned [Q] C2-1.²⁸

Height Requirements

As discussed in the Section II (Project Description), the proposed office building would be four stories in height and the parking structure would be six stories height, containing seven parking levels. The proposed project is the commercial use of a corner lot located in a C zone in Height District No. 1, with its eastern border abutting a property zoned for residential uses. As such, there is no height restriction for the proposed project.

However, the proposed project is commercial in nature and located on a corner lot adjacent to a property zoned R3-1. As such, the project site is designated as a Commercial Corner Development (CCD). A CCD is defined as:

Any commercially used corner lot located in HD 1, which is separated only by an alley adjacent to, or is located across the street from, any portion of a lot zoned RA or R or improved with any residential uses (Los Angeles Municipal Code (LAMC) Section 12.03).

Therefore, the project is a CCD and subject to the height restrictions as set forth by Ordinance No. 175225, adopted June 30, 2003. The ordinance provides that height of Commercial Corner Developments in Height District No. 1 shall not exceed a maximum of 45 feet. However, the proposed project is inconsistent with the height requirements outlined for a CCD. Therefore, as part of the proposed project, a request of approval from the City of Los Angeles for a CUP would be required. With approval of the CUP, the proposed project would have no impact with respect to the height requirements of a CCD. It should also be noted that, at a height of 60 feet, the proposed office building would not cast any shadows that exceed the City's thresholds of significance.

CCD buildings must also comply with the provisions of Section 12.21.1 A 10 of the Los Angeles Municipal Code, which provides for transitional building heights. However, as the residential zone adjacent to the project site is R3, and since R3 is a less restrictive zone than RW1, the transitional height requirements are inapplicable to the proposed project.

²⁸ City of Los Angeles Planning Department, ZIMAS, website: <http://zimas.lacity.org/>, October 28, 2004.

Floor Area Ratio (F.A.R.) Requirements

Footnote No. 1 on the Community Plan Land Use map specifies that the height district for the zones included in the Community Commercial designation shall comply with Height District No. 1. Height District No. 1 for commercial and industrial zones allows one and one half times the buildable area of a lot. As such, the F.A.R. requirements set forth in Height District No. 1 apply to the project site. Therefore, the F.A.R. of buildings and structures in the C2 zone must not exceed one and one-half to one (1.5:1) times the buildable area of the lot.

Therefore, the 3.33-acre project site has a maximum building potential of approximately 217,582 net square feet. The proposed project would provide a gross area of approximately 220,000 square feet, and a net area of at least 210,000 square feet. However, since the building has not been designed yet, a final net area has not been determined. Based on the existing 1.5:1 F.A.R., however, the net area shall not exceed 217,582 square feet.

Parking Requirements

The County's parking requirement for the proposed project is 4.5 spaces per 1,000 square feet of rentable space. The proposed project would provide 220,000 gross square feet, 200,000 of which would be rentable. Therefore, under the County requirements, the proposed project would be required to provide 900 ($4.5 \times (200,000 \div 1,000)$) parking spaces. Under the LAMC, the parking requirement for a redevelopment area is two spaces per 1,000 square feet; however the County requirement provides more parking compared to the redevelopment area requirement. Nevertheless, in compliance with the parking requirements of the Redevelopment Plan, the proposed parking structure would be paved, have proper drainage and landscaping and would use shielding to prevent light spillage onto adjacent properties. The proposed project would provide 900 parking spaces, and therefore, would be in compliance with the County parking requirements, which are more stringent than those of the City.

Required Entitlements

The proposed project is anticipated to be occupied by governmental agencies of Los Angeles County for the purpose of providing government services. The County is a governmental agency expressly exempt from local land use regulation. It is the pattern and practice of the City of Los Angeles to exempt Los Angeles County facilities from the City of Los Angeles Building and Zoning Code.²⁹ This exemption is effected by issuance of a Zoning Administrator's Interpretation finding that a particular County facility such as is proposed in

²⁹ City of Los Angeles Memorandum, January 23, 1995, from Richard Holguin, Chief of Building Bureau to All Plan Checkers and Inspectors.

this project is exempt from City zoning. A request for such a determination has been submitted to the City Zoning Administrator.

If the Zoning Administrator determines that this project is exempt from local zoning, then the proposed project would not require any discretionary planning approvals such as a conditional use permit or tract map (see approvals one and two below). However, approvals three through six below, would still be required. Street and alley vacations required to implement this process would be submitted to the City for consideration because another government agency project such as the proposed project may not encroach upon the City's right-of-way without first obtaining an encroachment permit or a vacation of the right-of-way.

If the City of Los Angeles determines that this proposed project is not exempt from local zoning, or if the County voluntarily subjects itself to local zoning, then the following land use approvals will be required from the City of LA:

1. From the City of Los Angeles, the Applicant would request approval of a Conditional Use Permit for a CCD project pursuant to the LAMC Section 12.24 W27.
2. From the City, the Applicant would request approval of a Tentative Tract Map, which would include alley and street vacations/mergers.
3. From the City, the Applicant would request approvals of an excavation permit and haul route.
4. From the CRA, the Applicant would request approval for either a Disposition and Development Agreement (DDA), an Owner Participation Agreement (OPA), or a Purchase and Sale Agreement.
5. From the CRA, the project would be subject to the Design Review and approval process.
6. From the CRA, the Applicant would request approval of a deviation from the Design Guidelines for the Vermont Avenue Shopping Center Development Area's 10 foot landscaped rear yard requirement.

SCAG and SCAQMD

The project site is located within the six-County region that comprises the SCAG planning area. Adopted policies included in SCAG's RCPG (1996) that are related to land use are contained primarily in Chapter 3, Growth Management: The project would be consistent with policies set forth in this chapter as the project would: 1) be located in an area where improvements would not cause adverse environmental impacts and 2) be located in an area that is generally

developed or landscaped, thereby preserving other open space areas. Furthermore, as the project would involve the construction of a four-story office building and a stand alone multi-level parking structure with 900 parking spaces on a previously developed site in an urbanized area, it would not result in substantial growth in the City or sub-region and thus, would be consistent with SCAG's growth projections.

The proposed project's consistency with the SCAQMD's Air Quality Management Plan (AQMP) is discussed in Section 3(a).

Based on the above, implementation of the proposed project would not conflict with applicable regional plans or policies adopted by agencies with jurisdiction over the project. Therefore, no impact would occur.

Option B

Less Than Significant Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. The dimensions, gross/net building square floor area, architectural style, height, exterior building materials and land uses under Option B would be the same as those of the proposed project. Consequently, Option B would conform to the land use policies applicable to the project site and a less-than-significant impact would occur. Consequently, the same impact would occur under Option B as under the proposed project.

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

A significant impact may occur if a project site were located within an area governed by a habitat conservation plan or natural community conservation plan.

Proposed Project

No Impact. As discussed in Section 4(f) above, no such plans presently exist which govern any portion of the project site. Therefore, the proposed project would not conflict with such plans and no impact would occur.

Option B

No Impact. As discussed in Section 4(f) above, no such plans presently exist which govern any portion of the project site. Since the project site has the same boundaries under Option B as under the proposed project, Option B would not conflict with any habitat or natural community

conservation plans. Consequently, the same impact would occur under Option B as under the proposed project.

Cumulative Impacts

No Impact. There are 27 related projects in the vicinity of the project site (see Table IV-21). Construction of the related projects is expected to occur in accordance with adopted plans and regulations. It is also expected that most of the related projects would be compatible with the zoning and land use designation for each site and their existing surrounding uses. Based upon information available regarding the related projects, it is reasonable to assume that the projects under consideration in the surrounding area would implement and support local and regional planning goals and policies.

The South Central Los Angeles community is a developed urban area. Therefore, construction of the proposed project, in combination with the related projects, would not divide an already established community. In addition, all the land in the project vicinity has experienced development and, as such, no biological sensitive areas exist (see Section 4 above). Therefore, the construction of the proposed project, in combination with the related projects, would not conflict with any applicable habitat conservation plan or natural community conservation plan. No significant cumulative land use impacts are anticipated.

In addition, Option B would only differ in the orientation of the proposed structures within the project site. Therefore, since a no cumulative impact on land use was identified under the proposed project, no cumulative land use impact under Option B is expected.

10. MINERAL RESOURCES

- a) **Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?**

A significant impact may occur if a project is located in an area used or available for extraction of a regionally-important mineral resource and the project converted it to another use, or if the project affected access to a site used or potentially available for regionally-important mineral resource extraction.

Proposed Project

No Impact. There are no mineral resources onsite, and no oil extraction or mineral extraction activities have historically occurred onsite.³⁰ Therefore, no impact would occur.

Option B

No Impact. No mineral resources are located onsite, and no oil extraction or mineral extraction activities have historically occurred onsite. Since the project site has the same boundaries under Option B as under the proposed project, no impact to mineral resources would occur. Consequently, neither the proposed project nor Option B would have a substantial adverse effect on regionally-significant mineral resources.

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

A significant impact may occur if a project site is located in an area used or available for extraction of a locally-important mineral resource extraction and the project converted the site to another use.

Proposed Project

No Impact. The City of Los Angeles has not designated any locally-significant mineral resources on the project site.³¹ In addition, as discussed in Section 10(a), no mineral resources exist on the project site. Therefore, no impact would occur.

Option B

No Impact. The City of Los Angeles has not designated any locally-significant mineral resources on the project site. In addition, as discussed in Section 10(a), no mineral resources exist on the project site. Since the project site has the same boundaries under Option B as under the proposed project, no impact to mineral resources would occur. Consequently, neither the proposed project nor Option B would have a substantial adverse effect on locally-significant mineral resources.

³⁰ Los Angeles City Planning Department, *Environmental and Public Facilities Maps: Areas Containing Significant Mineral Deposits and Oil Drilling & Surface Mining Zones*, September 1, 1996.

³¹ *Ibid.*

Cumulative Impacts

No Impact. There are 27 related projects in the vicinity of the project site (see Table IV-21). Development of the proposed project in conjunction with the related projects would result in the further infilling of uses in an already urbanized area. No oil extraction or mineral extraction activities have historically occurred or are presently conducted on any of the related project sites or the project site.³² Furthermore, the City of Los Angeles has not designated a locally-significant resource on any of the related project sites or the proposed project site; thus no locally-designated resources would be affected (see Environmental and Public Facilities Maps: Areas Containing Significant Mineral Deposits in the City of Los Angeles). As such, no cumulative impact would occur.

In addition, Option B would only differ in the orientation of the proposed structures within the project site. Therefore, no cumulative impact on mineral resources was identified under the proposed project; no cumulative mineral resources impact under Option B is expected.

11. NOISE

Sound is technically described in terms of amplitude (loudness) and frequency (pitch). The standard unit of sound amplitude measurement is the decibel (dB). The decibel scale is a logarithmic scale that describes the physical intensity of the pressure vibrations that make up any sound. The pitch of the sound is related to the frequency of the pressure vibration. Since the human ear is not equally sensitive to a given sound level at all frequencies, a special frequency-dependent rating scale has been devised to relate noise to human sensitivity. The A-weighted decibel scale (“dBA”) provides this compensation by discriminating against frequencies in a manner approximating the sensitivity of the human ear.

Noise, on the other hand, is typically defined as unwanted sound. A typical noise environment consists of a base of steady “background” noise that is the sum of many distant and indistinguishable noise sources. Superimposed on this background noise is the sound from individual local sources. These can vary from an occasional aircraft or train passing by to virtually continuous noise from, for example, traffic on a major highway.

Several rating scales have been developed to analyze the adverse effect of community noise on people. Since environmental noise fluctuates over time, these scales consider that the effect of noise upon people is largely dependent upon the total acoustical energy content of the noise, as

³² City of Los Angeles Bureau of Engineering, *Navigate LA*, website: <http://navigatela.lacity.org/index01.htm>, October 22, 2004.

well as the time of day when the noise occurs. Those that are applicable to this analysis are as follows:

- L_{eq} – The equivalent energy noise level is the average acoustic energy content of noise for a stated period of time. Thus, the L_{eq} of a time-varying noise and that of a steady noise are the same if they deliver the same acoustic energy to the ear during exposure. For evaluating community impacts, this rating scale does not vary, regardless of whether the noise occurs during the day or the night.
- CNEL – The Community Noise Equivalent Level is a 24-hour average L_{eq} with a 10 dBA “penalty” added to noise during the hours of 10:00 P.M. to 7:00 A.M., and an additional 5 dBA penalty during the hours of 7:00 P.M. to 10:00 P.M. to account for noise sensitivity in the evening and nighttime. The logarithmic effect of these additions is that a 60 dBA 24-hour L_{eq} would result in a measurement of 66.7 dBA CNEL.

Noise environments and consequences of human activities are usually well represented by median noise levels during the day, night, or over a 24-hour period. Environmental noise levels below 60 dBA are generally considered low, moderate in the 60 to 70 dBA range, and high above 70 dBA. Examples of low daytime levels are isolated natural settings that can provide noise levels as low as 20 dBA, and quiet suburban residential streets that can provide noise levels around 40 dBA. Noise levels above 45 dBA at night can disrupt sleep. Examples of low-moderate level noise environments are urban residential or semi-commercial areas (typically 55 to 60 dBA) and commercial locations (typically 60 dBA). People may consider louder environments adverse, but most will accept the higher levels associated with more noisy urban residential or residential-commercial areas (60 to 75 dBA) or dense urban or industrial areas (65 to 80 dBA).

Under controlled conditions, in an acoustics laboratory, the trained healthy human ear is able to discern changes in sound levels of 1 dBA, when exposed to steady, single frequency “pure tone” signals in the mid-frequency range. Outside of such controlled conditions, the trained ear can detect changes of 2 dBA in normal environmental noise. It is widely accepted that the average healthy ear, however, can barely perceive noise level changes of 3 dBA. Changes from three to five dBA may be noticed by some individuals who are extremely sensitive to changes in noise. A 5 dBA increase is readily noticeable, while the human ear perceives a 10 dBA increase as a doubling of sound.

Noise levels from a particular source generally decline as distance to the receptor increases. Other factors such as the weather and reflecting or shielding also help intensify or reduce the noise level at any given location. A commonly used rule of thumb for roadway noise is that for every doubling of distance from the source, the noise level is reduced by about 3 dBA at

acoustically "hard" locations (i.e., the area between the noise source and the receptor is nearly complete asphalt, concrete, hard-packed soil, or other solid materials) and 4.5 dBA at acoustically "soft" locations (i.e., the area between the source and receptor is normal earth or has vegetation, including grass). Noise from stationary or point sources is reduced by about 6 to 7.5 dBA for every doubling of distance at acoustically hard and soft locations, respectively. Noise levels are also generally reduced by 1 dBA for each 1,000 feet of distance due to air absorption. Noise levels may also be reduced by intervening structures – generally, a single row of buildings between the receptor and the noise source reduces the noise level by about 5 dBA, while a solid wall or berm reduces noise levels by 5 to 10 dBA. The manner in which older homes in California were constructed generally provides a reduction of exterior-to-interior noise levels of about 20 dBA with closed windows. The exterior-to-interior reduction of newer homes is generally 30 dBA or more with closed windows.

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

A significant impact may occur where a project would not comply with the City of Los Angeles General Plan Land Use Compatibility Standards for Noise or the City of Los Angeles Noise Ordinance (Municipal Code Ordinance No. 144,331).

Proposed Project

(i) Construction-Related Impacts

Less Than Significant Impact. Section 41.40 of the Los Angeles Municipal Code regulates noise from demolition and construction activities. Exterior demolition and construction activities that generate noise are prohibited between the hours of 9:00 P.M. and 7:00 A.M. Monday through Friday, and between 6:00 P.M. and 8:00 A.M. on Saturday. Demolition and construction is prohibited on Sundays and all federal holidays. Demolition and construction activities associated with the proposed project would comply with these Municipal Code requirements. Therefore, a less-than-significant impact would occur.

(ii) Operational Impacts

Less Than Significant Impact. The City of Los Angeles allows office buildings to be constructed in areas where the average noise level is up to 77 dBA CNEL, provided that the buildings are constructed using conventional design and that fresh air supply systems or air conditioning are provided to allow windows to be kept closed. Noise levels within playgrounds are acceptable up to 70 dBA CNEL. The future noise levels at the proposed project site have been calculated using the Federal Highway Administration (FHWA) Highway Noise Prediction

Model (FHWA-RD-77-108). The model calculates the average noise level at specific locations based on traffic volumes, average speeds, roadway geometry, and site environmental conditions. The average vehicle noise rates (energy rates) utilized in the FHWA Model have been modified to reflect average vehicle noise rates identified for California by Caltrans. The Caltrans data show that California automobile noise is 0.8 to 1.0 dBA higher than national levels and that medium and heavy truck noise is 0.3 to 3.0 dBA lower than national levels. Traffic volumes utilized as data inputs in the noise prediction model were provided by the project traffic engineer. The future noise levels at the proposed project site are shown in Table IV-6.

Table IV-6
Future Noise Levels at Locations Within the Project Site

Analysis Location	Future Exterior Noise Level	City Exterior Noise Standard
Office	71.1 dBA CNEL	77.0 dBA CNEL
Childcare Play Area	62.8 dBA CNEL	70.0 dBA CNEL
<i>Christopher A. Joseph & Associates, November 2004. Calculation data and results are provided in Appendix G.</i>		

The proposed office building would have air conditioning and keep doors and windows closed. Based on the information presented in Table IV-6, the proposed building and childcare play area would not be exposed to noise levels that exceed City standards. Therefore, a less-than-significant impact would occur.

Option B

Less Than Significant Impact. Similar to the proposed project, the demolition and construction activities associated with Option B would comply with Section 41.40 of the LAMC. In addition, the proposed office building under Option B would be designed to allow window to be kept closed. As a result, the proposed office building and child care center would not be exposed to noise levels that exceed City standards. Therefore, a less-than-significant impact would occur. Consequently, the exposure of persons to noise levels in excess of established standards under Option B would be similar to the proposed project.

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

A significant impact may occur if the project would create generally excessive groundborne vibration levels.

Proposed Project

Less Than Significant Impact. Vibration is sound radiated through the ground. The rumbling sound caused by the vibration of room surfaces is called groundborne noise. The ground motion caused by vibration is measured as particle velocity in inches per second and in the U.S. is referenced as vibration decibels (VdB).

The background vibration velocity level in residential and educational areas is usually around 50 VdB. The vibration velocity level threshold of perception for humans is approximately 65 VdB. A vibration velocity level of 75 VdB is the approximately dividing line between barely perceptible and distinctly perceptible levels for many people. Most perceptible indoor vibration is caused by sources within buildings such as operation of mechanical equipment, movement of people, or the slamming of doors. Typical outdoor sources of perceptible groundborne vibration are construction equipment, steel-wheeled trains, and traffic on rough roads. If a roadway is smooth, the groundborne vibration from traffic is rarely perceptible. The range of interest is from approximately 50 VdB, which is the typical background vibration velocity level, and 100 VdB, which is the general threshold where minor damage can occur in fragile buildings.

Construction activities that would occur at the proposed project site have the potential to generate low levels of groundborne vibration. Table IV-7 identifies various vibration velocity levels for the types of construction equipment that would operate at the project site during construction.

Table IV-7
Vibration Source Levels for Construction Equipment

Equipment	Approximate VdB				
	25 Feet	50 Feet	60 Feet	75 Feet	100 Feet
Large Bulldozer	87	81	79	77	75
Loaded Trucks	86	80	78	76	74
Jackhammer	79	73	71	69	67
Small Bulldozer	58	52	50	48	46

Federal Railroad Administration 1998 and Christopher A. Joseph Associates 2004.

The City of Los Angeles has not adopted any thresholds for groundborne vibration impacts. Therefore, this analysis uses the Federal Railway Administration's vibration impact thresholds for sensitive buildings. These thresholds are 80 VdB at residences and buildings where people normally sleep (e.g., nearby residences). No thresholds have been adopted or recommended for light industrial uses.

Construction activities would primarily affect the existing residences located immediately east of the project site. The residences are located approximately 20 feet from the edge of the proposed construction area. Based on the information presented in Table IV-7, vibration levels could exceed 87 VdB at the residential structures. This would exceed the 80 VdB threshold for residences and buildings where people normally sleep. However, the construction activities and their associated noise levels would be limited to daytime hours between 7:00 AM through 9:00 PM in accordance with Section 41.40 of the Los Angeles Municipal Code. Therefore, they would not occur during recognized sleep hours for residences. Therefore, a less-than-significant impact would occur.

Option B

Less Than Significant Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. The dimensions and gross/net building floor area under Option B would be the same as those of the proposed project, and thus the same type of construction activities would occur. As a result, the same types of construction equipment that would be used during the construction phase of the proposed project would also be used during the construction phase for Option B. Similar to the proposed project, the vibration levels under Option B could exceed 81 Vdb at the adjacent residential structures (see Table IV-8). However, the construction activities associated with Option B would, similar to the proposed project, comply with Section 41.40 of the LAMC. As such, residents would not be disturbed during recognized sleeping hours and a less-than-significant impact would occur. Consequently, the amount of groundbourne vibration and noise levels generated under Option B would be similar to the proposed project.

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

A significant impact may occur if a project were to result in a substantial permanent increase in ambient noise levels above existing ambient noise levels without the project.

Proposed Project

Less Than Significant Impact. As defined in the City of Los Angeles' *Draft L.A. CEQA Thresholds Guide* threshold for operational noise impacts (City of Los Angeles 1998), a significant impact would occur if noise levels associated with the operation of the proposed project increase the ambient noise levels by 3 dBA CNEL at homes where the resulting noise level would be at least 70 dBA CNEL or at commercial buildings where the resulting noise level is at least 75 dBA CNEL. In addition, any long-term increase of 5 dBA CNEL or more is considered to cause a significant impact.

Locations in the vicinity of the proposed project site could experience slight changes in noise levels as a result of an increase in the on-site population and resulting increase in motor vehicle trips. The changes in future noise levels locations along the roadway segments in the project vicinity have been calculated using the FHWA Highway Noise Prediction Model and are identified in Table IV-8. As shown, the proposed project would increase local noise levels by a maximum of 2.4 dBA CNEL, which is inaudible/imperceptible to most people and would not exceed the identified thresholds of significance. Therefore, a less-than-significant impact would occur.

**Table IV-8
Project Roadway Noise Impacts**

Roadway	Roadway Segment	Noise Levels in dBA CNEL			
		Future (2006) Without Project Traffic Volumes	Future With Project Traffic Volumes	Increase	Significance Threshold
Vermont Avenue	North of 83 rd Street	71.4	71.6	0.2	5.0
	North of Manchester Avenue	71.9	72.1	0.2	5.0
83 rd Street	West of Hoover Street	56.9	59.3	2.4	5.0
	West of Vermont Avenue	61.1	61.3	0.2	5.0

Source: Christopher A. Joseph & Associates, November 2004. Calculation data and results are provided in Appendix G.

New stationary sources of noise, such as rooftop mechanical heating, ventilation, and air conditioning (HVAC) equipment would be installed at the proposed buildings. Although the specific location of the HVAC equipment is not know at this time, it is expected that this equipment would be shielded by the 3-foot-high parapet and appropriate noise muffling devices installed to reduce noise levels that affect nearby noise-sensitive uses. The type of HVAC equipment currently installed on new office buildings generates noise levels that average around 66 dBA L_{eq} on the air inlet side and 62 dBA L_{eq} on the other sides when measured at 50 feet from the source. The shielding installed around the new equipment reduces these noise levels by around 15 dBA. The resulting equipment noise levels would be less than 51 dBA L_{eq} at nearby homes. Because existing noise levels at the nearby homes currently average around 65 dBA CNEL, this would not result in a substantial permanent increase in noise levels of 5 dBA CNEL or more at these homes.

Noise would also be generated by activities within the proposed parking structure. Sources of noise would include tires squealing, engines accelerating, doors slamming, car alarms, and

people talking. Noise levels within the parking structure would fluctuate with the amount of automobile and human activity. Noise levels would be highest in the morning and evening when the largest number of people would enter and exit the parking structure. During these times, the noise levels would range from 60 to 70 dBA L_{eq} . There would be times in the middle of the day when very little activity occurs and the noise levels average 50 to 60 dBA L_{eq} . These conditions are very similar to the existing conditions with vehicles parking on the streets around the project site and at the parking lots within the project site. The resulting noise levels at the nearest homes would also fluctuate throughout the day. However, the activities with the parking structure would increase ambient noise levels at the nearby homes by 5 dBA CNEL or more.

Based on this information, implementation of the proposed project would not result in a substantial permanent increase in ambient noise levels above existing ambient noise levels without the proposed project. Therefore, a less-than-significant impact would occur.

Option B

Less Than Significant Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. Therefore, the proposed land uses associated with the proposed project and Option B would be similar and the noise levels that would be generated by the proposed land uses under Option B would also be similar to those noise levels generated under the proposed project.

As a result of the development of Option B, similar to the proposed project, locations in the project vicinity could experience slight changes in noise levels due to an increase of population and activity within the project site. However, this increase in noise would be inaudible/imperceptible to most people and, therefore, would not exceed the threshold of significance established by the City. Future noise levels along the roadway segments in the project vicinity would also increase, however, they too would not exceed the significance threshold established by the City (see Table IV-8). Furthermore, similar to the proposed project, Option B would shield and utilize appropriate muffling devices for stationary sources of noise such as HVAC equipment, to decrease the amount of noise heard by nearby receptors. Overall, with appropriate design the development of Option B, there would not be a substantial increase in ambient noise levels, and a less-than-significant impact would occur. Consequently, the amount of operational noise generated by Option B would be similar to the proposed project.

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

A significant impact may occur if the proposed project were to result in a substantial temporary or periodic increase in ambient noise levels above existing ambient noise levels without the proposed project.

Proposed Project

Potentially Significant Unless Mitigation Incorporated. As defined in the City of Los Angeles' *Draft L.A. CEQA Thresholds Guide* threshold for construction noise impacts (City of Los Angeles 1998), a significant impact would occur if construction activities lasting more than one day would increase the ambient noise levels by 10 dBA or more at any off-site noise-sensitive location.

Project development would require the use of heavy equipment for demolition, site grading and excavation, and building construction. Development activities would also involve the use of smaller power tools, generators, and other sources of noise. During each stage of development, there would be a different mix of equipment operating and noise levels would vary based on the amount of equipment in operation and the location of the activity.

The U.S. EPA has compiled data regarding the noise generating characteristics of specific types of construction equipment and typical construction activities. These data are presented in Table IV-9 and Table IV-10 for a reference distance of 50 feet. These noise levels would diminish rapidly with distance from the construction site at a rate of approximately 6 dBA per doubling of distance. For example, a noise level of 84 dBA measured at 50 feet from the noise source to the receptor would reduce to 78 dBA at 100 feet from the source to the receptor, and reduce by another 6 dBA to 72 dBA at 200 feet from the source to the receptor.

During construction, three basic types of activities would be expected to occur and generate noise. First, the existing structures at the project site would be demolished and the surface parking lots cleared. Second, the development site would be prepared, excavated, and graded to accommodate the subterranean parking structure and building foundations. Third, the proposed parking structure, office building, and childcare building would be constructed.

Construction activities would primarily affect the existing residence located to the east of the project site. The residences are located approximately 20 feet from the edge of the proposed construction area. Based on the information presented in Table IV-10, construction noise levels could exceed 89 dBA at the residential structures. Existing daytime noise levels at these homes average approximately 65 dBA L_{eq} . Therefore, construction activities would increase daytime noise levels at these homes by more than 10 dBA L_{eq} . As shown in Table IV-10, the

use of mufflers on construction equipment could reduce their noise levels by an average of 3 dBA. However, the resulting noise levels would still be greater than 10 dBA over the existing conditions without the project. This is a potentially significant impact.

**Table IV-9
Noise Range of Typical Construction Equipment**

Construction Equipment	Noise Levels in dBA L ₅₀ at 50 feet
Front Loader	73-86
Trucks	82-95
Cranes (moveable)	75-88
Cranes (derrick)	86-89
Vibrator	68-82
Saws	72-82
Pneumatic Impact Equipment	83-88
Jackhammers	81-98
Pumps	68-72
Generators	71-83
Compressors	75-87
Concrete Mixers	75-88
Concrete Pumps	81-85
Back Hoe	73-95
Pile Driving (peaks)	95-107
Tractor	77-98
Scraper/Grader	80-93
Paver	85-88

^a Machinery equipped with noise control devices or other noise-reducing design features does not generate the same level of noise emissions as that shown in this table.
Source: U.S. EPA 1971 as shown in City of Los Angeles 1998.

**Table IV-10
Typical Outdoor Construction Noise Levels**

Construction Phase	Noise Levels at 50 Feet (dBA L ₅₀)	Noise Levels at 50 Feet with Mufflers (dBA L ₅₀)
Ground Clearing	84	82
Excavation, Grading	89	86
Foundations	78	77
Structural	85	83
Finishing	89	86

Source: U.S. EPA 1971 as shown in City of Los Angeles 1998.

As discussed previously in Section 11(a), exterior demolition and construction activities that generate noise would be prohibited between the hours of 9:00 P.M. and 7:00 A.M. Monday through Friday, and between 6:00 P.M. and 8:00 A.M. on Saturday in accordance with Section 41.40 of the Los Angeles Municipal Code. Demolition and construction would not occur on Sundays and all federal holidays. Therefore, they would not occur during recognized sleep hours for residences. Additionally, implementation of the following mitigation measures would reduce the magnitude of this impact to a less than significant level.

Mitigation Measures

- 11-1. Acoustic barriers shall be installed along the perimeter of the project side adjacent to residential properties throughout the duration of the construction phase to minimize the noise levels experienced at the nearby homes.
- 11-2. All construction equipment engines shall be properly tuned and muffled according to manufacturers' specifications.
- 11-3. Noise construction activities whose specific location on the site may be flexible (e.g., operation of compressors and generators, cement mixing, general truck and equipment staging) shall be conducted as far as reasonably possible from the nearest noise-sensitive land uses, and natural and/or manmade barriers (e.g., intervening construction trailers) shall be used to screen propagation of noise from such activities towards these land uses to the maximum, reasonable extent possible.
- 11-4. The use of those pieces of construction equipment or construction methods with the greatest peak noise generation potential shall be scheduled as as to avoid operating several pieces of equipment simultaneously, where possible. Examples include the use of drills and jackhammers.
- 11-5. Equipment and material haul routes shall be established and adhered to in order to ensure that trucks traveling to and from the site do not travel on residential streets in the vicinity of the project site.
- 11-6. An information sign shall be posted at the entrance to each construction site that identifies the permitted construction hours and provides a telephone number to call and receive information about the construction project or to report complaints regarding excessive noise levels.

Option B

Potentially Significant Unless Mitigation Incorporated. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. The dimensions and gross/net building square floor area under Option B would be the same as those of the proposed project, and thus the same type of construction activities would occur. As a result, under Option B the amount and type of construction equipment, in addition to the duration of the construction period would also be similar to the proposed project. Noise from construction activities would primarily affect the adjacent residential uses located to the east. Based on the information presented in Table IV-10 and the results of the construction noise analysis of the proposed project discussed above, Option B would generate construction noise levels above the threshold of significance. Similar to the proposed project, Option B would be required to implement Mitigation Measures 11-1 through 11-6 to reduce its impact to a less-than-significant level. Consequently, the amount of construction noise generated by Option B would be similar to the proposed project.

- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

A significant impact may occur if a project would introduce substantial new sources of noise or substantially add to existing sources of noise within or in the vicinity of the project site during construction of the project.

Proposed Project

No Impact. As stated in Section 7(e), the proposed project site is not located in close proximity to a public airport or within an airport land use plan. Therefore, no impact would occur.

Option B

No Impact. As stated in Section 7(e), the project site is not located in close proximity to an airport or located within an airport land use plan. As the project site boundaries under Option B are the same as for the proposed project, the project site under Option B would also not be located in close proximity to an airport or located within an airport land use plan and no impact would occur. Consequently, Option B would be similar to the proposed project.

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

This question would apply to a project only if it were in the vicinity of a private airstrip and would subject area residents and workers to a safety hazard.

Proposed Project

No Impact. As stated in Section 7(f), the project site is not located in the vicinity of a private airstrip, so no such facilities are located in the vicinity of the project site. Therefore, no impact would occur.

Option B

No Impact. As stated in Section 7(f), the project site is not located in the vicinity of a private airstrip. As the project site boundaries under Option B are the same as for the proposed project, the project site under Option B would also not be located in the vicinity of a private airstrip and no impact would occur. Consequently, Option B would be similar to the proposed project.

Cumulative Impacts

Cumulative noise impacts would occur primarily as a result of increased traffic on local roadways due to the proposed project and other projects within the study area. Therefore, cumulative traffic-generated noise impacts have been assessed based on the contribution of the proposed project to the future year 2006 cumulative base traffic volumes in the project vicinity. The noise levels associated with existing traffic volumes, cumulative base traffic volumes without the proposed project, and cumulative base traffic volumes with the project have been calculated using the FHWA Noise Prediction Model and are identified in Table IV-11.

Table IV-11

Cumulative Project Roadway Noise Impacts

Roadway	Roadway Segment	Noise Levels in dBA CNEL			
		Existing Traffic Volumes	Future 2006 With Project Traffic Volumes	Increase	Significance Threshold
Vermont Avenue	North of 83 rd Street	71.0	71.6	0.6	5.0
	North of Manchester Avenue	71.2	72.1	0.9	5.0
83 rd Street	West of Hoover Street	56.8	59.3	2.5	5.0
	West of Vermont Avenue	61.0	61.3	0.3	5.0

Source: Christopher A. Joseph & Associates, November 2004. Calculation data and results are provided in Appendix G.

As shown, cumulative development along with the proposed project would increase local noise levels by a maximum of 2.5 dBA CNEL, which would not exceed 5.0 dBA CNEL and not be substantial.

Future construction in the vicinity of the proposed project site is not expected to result in a cumulatively considerable impact in terms of substantial temporary or periodic increases in ambient noise levels. Noise impacts are localized in nature and decrease substantially with distance. No other construction projects are located in the immediate vicinity of the proposed project site that would have the potential to affect the same surrounding uses as does the proposed project. In addition, all construction activities that would occur in close proximity to occupied residences would be prohibited between the hours of 9:00 P.M. and 7:00 A.M. Monday through Friday, and between 6:00 P.M. and 8:00 A.M. on Saturday in accordance with Section 41.40 of the Los Angeles Municipal Code. Demolition and construction would not occur on Sundays and all federal holidays. Therefore, they would not occur during recognized sleep hours for residences. Mitigation Measures 11-1 through 11-6 would reduce the potential noise impacts associated with development under the proposed project to less-than significant levels. Therefore, the contribution of the proposed project to the potential cumulative construction impact would also not be cumulative considerable regarding a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.

With respect to Option B, Option B would only differ in the orientation of the proposed structures within the project site. Therefore, the same amount and types of construction equipment would be needed. Similar to the proposed project, Option B would implement Mitigation Measures 11-1 through 11-6. Consequently, the cumulative construction noise

impact of Option B would be reduced to a less-than-significant level. In addition, the proposed land uses under Option B and the proposed project would be similar. Therefore, the same type and amount of noise-generating activities would occur under Option B as the proposed project. As such, the cumulative operational noise impact associated with Option B and the related projects is also expected to be less than significant.

12. POPULATION AND HOUSING

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

A significant impact may occur if a project were to locate new development such as homes, businesses or infrastructure, with the effect of substantially inducing growth that would otherwise not have occurred as rapidly or in as great a magnitude.

Proposed Project

Less Than Significant Impact. As part of its comprehensive planning process for the Southern California region, the Southern California Association of Governments (SCAG) has divided its jurisdiction into 14 subregions. The project site is located within the City of Los Angeles subregion, which includes all areas within the boundaries of the City of Los Angeles. In 2000, the City of Los Angeles Subregion had an estimated permanent population of approximately 3,711,969 persons and approximately 1,276,578 households.³³ By the year 2010, SCAG forecasts an increase to 4,090,125 persons, an 11 percent increase, and 1,372,873 residences, a 7.5 percent increase.

The City of Los Angeles provides population and housing growth estimates for each Community Plan area within the City, including the community of South Los Angeles. In 2000, the estimated population in South Los Angeles was approximately 260,218, reaching an estimated 270,281 by 2003.³⁴ The expected population for South Los Angeles in 2010 is 292,394.³⁵ This translates to an increase of 32,176 persons or a 12 percent increase from the 2000 population estimate.

³³ SCAG Forecast 2004, this is the most current forecast adopted by SCAG.

³⁴ Los Angeles Department of City Planning, Statistical Information, website: <http://cityplanning.lacity.org>, October 15, 2004.

³⁵ City of Los Angeles, South Central Los Angeles Community Plan, August 6, 1997, page III-2.

With construction of the proposed project, approximately 979 County employees would be relocated from four Los Angeles County Departments located in Inglewood, Los Angeles, Hawthorne and El Segundo to the project site.³⁶ In addition, approximately 10 percent, or 98 new employees, would be hired to work at the project site. However, the proposed project has the potential to house up to 1,200 employees. Therefore, for a conservative analysis, it is assumed that 1,200 employees would be relocated and/or hired to work at the project site.

As the project site is located relatively close to the four locations of the Los Angeles County Departments mentioned above, the change in commute distances for the 1,200 employees would be relatively minor, and would not necessitate that these employees move their place of residence to the South Los Angeles community. In addition, a portion of the 1,200 employees may already reside in the South Los Angeles community and have no need to relocate.

However, for a conservative analysis, it is assumed that all 1,200 employees would be new to the South Los Angeles community, which represents approximately 3.7 percent of the overall population growth expected to occur in South Los Angeles between 2000 and 2010. This is not considered to be a substantial increase in population for the area because the addition of the 1,200 employees is within the City's population projection for South Los Angeles. As such, the population growth associated with the proposed project has already been anticipated and planned for in the South Central Los Angeles Community Plan. Therefore, a less-than-significant impact would occur.

In addition, construction of the proposed project would result in increased employment opportunities in the construction field, which could potentially result in increased permanent population and demand for housing in the vicinity of the project site. However, the employment patterns of construction workers in Southern California is such that construction workers would not likely, to any significant degree, relocate their households as a consequence of the construction employment associated with the proposed project. The construction industry differs from most other industry sectors in several ways:

- There is no regular place of work. Construction workers regularly commute to job sites that change many times over the course of a year. Their sometimes lengthy daily commutes are facilitated by the off-peak starting and ending times of the typical construction workday.

³⁶ E-mail correspondence with Stephen Reinstein, Senior Vice-President, ICO Development, October 18, 2004.

- Many construction workers are highly specialized (e.g., crane operators, steelworkers, masons, etc.) and move from job site to job site as dictated by the demand for their skills.
- The work requirements of most construction projects are also highly specialized. Workers remain at a job site only for the time frame in which their specific skills are needed to complete a particular phase of the construction process.

Therefore, it is not likely that construction workers would relocate their place of residence as a consequence of working on the proposed project. Since construction workers would not relocate to the project area, such workers would not increase population or housing beyond forecasts, and no indirect population growth would occur associated with construction workers employed at the project site.

With respect to indirect population growth, the area surrounding the project site is already developed. The only infrastructure associated with the development of the proposed project would serve only the project site and, therefore, would not indirectly induce substantial population growth.

Option B

Less Than Significant Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the same project site. Therefore, the land uses under Option B and the proposed project would be similar. As such, development of Option B would result in the relocation and hiring of up to 1,200 employees from four County Departments located in Inglewood, Los Angeles, Hawthorne and El Segundo. For a conservative analysis, it is assumed that the 1,200 employees would be new to the South Los Angeles community, which represents approximately 3.7 percent of the overall population growth expected to occur in South Los Angeles between 2000 and 2010. This is not considered to be a substantial increase in population for the area because the addition of the 1,200 employees is within the City's population projection for South Los Angeles. As such, the population growth associated with Option B has already been anticipated and planned for in the South Central Los Angeles Community Plan. Therefore, a less-than-significant impact would occur. Consequently, the same impact would occur under Option B as the proposed project.

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

A significant impact may occur if a project results in displacement of a substantial number of existing housing units, necessitating construction of replacement housing elsewhere.

Proposed Project

Potentially Significant Unless Mitigation Incorporated. The project site currently has two multi-family residential buildings, with a combined total of 21 one-bedroom dwelling units. With implementation of the proposed project, these ~~complex buildings~~ would be demolished, displacing the 21 units and its 21-66 residents³⁷⁻³⁸, causing a potentially significant impact. However, with the implementation of rules and regulations for relocating displaced persons as stated in the Redevelopment Plan for the project area, the impact would be reduced to a less-than-significant level.

Mitigation Measure

12-1 The project applicant would implement the rules and regulations for the relocation of displaced occupants, as stated in §405 of the Redevelopment Plan for the Vermont/Manchester Recovery Redevelopment Project, adopted May 14, 1996.

Option B

Potentially Significant Unless Mitigation Incorporated. Similar to the proposed project, under Option B all existing structures on the project site would be demolished, including the two multi-family residences. As a result, the existing 21 dwelling units would be razed, causing a potentially significant impact. Therefore, Option B would be required to implement Mitigation Measure 12-1, which would reduce this impact to a less-than-significant level. Consequently, Option B and the proposed project would have a similar impact.

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

A significant impact may occur if a project results in the removal of a substantial number of existing occupied housing units, thereby displacing a substantial number of people which would necessitate the construction of replacement housing elsewhere.

Proposed Project

³⁷ During the preparation of the Relocation Plan, Del Richardson & Associates counted 66 individuals residing in the 21 dwelling units, not 21 individuals as previously stated. Currently, the 21 units to be demolished are each occupied by one person. Source: e-mail correspondence with Stephen Reinstein, Senior Vice President, ICO Development, January 18, 2005.

³⁸ The average number of persons per household in Los Angeles County (2004) was 2.96. At this rate the 21 units to be demolished would typically house approximately 62 persons.

Potentially Significant Unless Mitigation Incorporated. The project site currently has two multi-family residential buildings, with a combined total of 21 one-bedroom dwelling units. With implementation of the proposed project, this complex would be demolished, displacing the 21 units and its 21-66 residents, causing a potentially significant impact.³⁹ However, with the implementation of Mitigation Measure 12-1, the impact would be reduced to a less-than-significant level.

Option B

Potentially Significant Unless Mitigation Incorporated. Similar to the proposed project, under Option B all existing structures on the project site would be demolished, including the two multi-family residences. As a result, the 21-66 residents residing in the dwelling units would be displaced, causing a potentially significant impact. Therefore, Option B would be required to implement Mitigation Measure 12-1, which would reduce this impact to a less-than-significant level. With implementation of this mitigation measure, Option B and the proposed project would have a similar impact.

Cumulative Impacts

Less Than Significant Impact. Of the 27 related projects 18 are residential projects that would directly add population to SCAG's City of Los Angeles Subregion. These 18 related projects would provide a total of 629 dwelling units. At an average household size of 2.96 persons, these 18 related projects could be expected to add approximately 1,862 residents to the City of Los Angeles Subregion. When the proposed project (which would demolish 21 dwelling units) is combined with the related project there would be a net gain of 608 dwelling units. The 66 displaced residents would be relocated to the Amistad Plaza apartment complex in the South Los Angeles community, and therefore, while it is unknown to where the 21 residents of the project site's 21 dwelling units would ultimately relocate, the most conservative estimate is to assume that they would all remain in the City of Los Angeles Subregion. Therefore Consequently, including the proposed project, the cumulative number of new residents in the City of Los Angeles Subregion would be 1,862 persons, although the housing stock would be reduced by 21 units.

SCAG projects a population growth of 378,156 residents in the City of Los Angeles Subregion between the years 2000 and 2010. The cumulative total resident population (i.e., 1,862) contributed by the proposed project in combination with the related projects would account for 0.5 percent of this projected increase. Should all of the residents of the project site remain in

³⁹ *Ibid.*

the City of Los Angeles Subregion, the proposed project would have no impact on the Subregion's future population.

SCAG projects a housing growth of 96,295 units in the City of Los Angeles Subregion between the years 2000 and 2010. The cumulative net total number of residences (i.e., 608) contributed by the proposed project in combination with the related projects would account for 0.6 percent of this projected increase.

Based on the above, the cumulative population and housing impact would not induce substantial growth that has not already been accounted for in regional growth projections. Therefore, the cumulative impact would not be significant and the project's incremental contribution would not be cumulatively considerable.

Table IV-12
Projected Cumulative Population Growth

Related Project No.	Land Use	Size (units)	Persons per Dwelling Unit	Population
2	Apartment	1	2.96	2.96
4	Condominiums	90	2.96	266
5	Senior Housing	207	2.96	613
8	Single-Family	1	2.96	2.96
9	Condominiums	2	2.96	5.92
10	Condominiums	2	2.96	5.92
11	Condominiums	2	2.96	5.92
12	Single-Family	1	2.96	2.96
14	Apartment	2	2.96	5.92
15	Single-Family	2	2.96	5.92
16	Apartment	24	2.96	71.04
17	Single-Family	41	2.96	121.36
18	Condominiums	3	2.96	8.88
19	Condominiums	2	2.96	5.92
20	Apartment	4	2.96	11.84
23	Apartment	16	2.96	47.36
25	Apartment	66	2.96	195.36
27	Condominiums	163	2.96	482.48
Related Projects Total				1,861.72
Proposed Project Total				0
Cumulative Total				1,861.72

^a City of Los Angeles, South Central Los Angeles Community Plan, March 22, 2000, page III-2.

^b Rounded to nearest whole number.

13. PUBLIC SERVICES

- a) **Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government 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 objective for any of the following public services:**

The following public services analysis is based upon input provided by various public agencies. A copy of the letters received from these various public agencies can be found as Appendix H to this Initial Study.

Fire protection?

A significant impact may occur if a project created the need for new or physically altered fire protection facilities, the construction of which could cause significant environmental impacts.

Proposed Project

Less Than Significant Impact. The proposed project is approximately 0.36 miles from Fire Station No. 57, located at 7800 S. Vermont Avenue. Fire Station No. 57 is a Single Engine Company with a paramedic rescue ambulance and a staff of 7.⁴⁰ The station is also the headquarters of Battalion 13. Other fire stations that might respond to the project site are Fire Station No. 33, located at 6406 S. Main Street and Fire Station No. 64, located at 118 W. 108th Street. For commercial projects, the maximum response distance is 0.75 miles from an LAFD Engine Company and 1.0 mile from an LAFD Truck Company. Therefore, the project site is located within the preferred response distance.

As determined by the LAFD, the overall fire flow requirement for the proposed project is 6,000 gpm from four fire hydrants flowing simultaneously. Based on a preliminary survey of water infrastructure surrounding the project site, LADWP anticipates that it can provide sufficient domestic water supply and fire flow to accommodate the proposed project.⁴¹

The LAFD has determined that the existing staff and equipment would be adequate to serve the proposed project, therefore, the construction or expansion of a new fire station is not

⁴⁰ Letter correspondence, Alfred Hernandez, Assistant Fire Marshal, City of Los Angeles Fire Department, September 9, 2004.

⁴¹ Phone conversation with Joe Porras, Engineer, Harbor District Squad, Los Angeles Department of Water and Power, November 30, 2004.

required.⁴² As such, a less-than-significant impact would occur and no mitigation measures are required. Nevertheless, the following standard mitigation measures are recommended by the LAFD, to reduce the demand on fire protection services generated by the proposed project.

Mitigation Measures

- 13-1. The proposed project shall comply with all applicable State and local codes, ordinance and guidelines as set forth in the Fire Protection and Fire Prevention Plan, as well as the Safety Plan, both of which are elements of the General Plan of the City of Los Angeles, C.P.C 19708.
- 13-2. Access for LAFD apparatus and personnel to and into all structure shall be required.
- 13-3. During demolition, LAFD's access will remain clear and unobstructed.
- 13-4. No building or portion of a building shall be constructed more than 150 feet from the edge of a roadway of an improved street, access road or designated fire lane.
- 13-5. Fire lane width shall not be less than 20 feet. When a fire lane must accommodate the operation of an LAFD aerial ladder apparatus or where fire hydrants are installed, those portions shall not be less than 28 feet in width.
- 13-6. Where access for a given development requires accommodation of Fire Department apparatus, overhead clearance shall not be less than 14 feet.
- 13-7. Adequate public and private fire hydrants shall be required.
- 13-8. No building or portion of a building shall be constructed more than 300 feet from an approved fire hydrant. Distance shall be computed along path of travel.
- 13-9. Any required fire hydrants to be installed shall be fully operational and accepted by the LAFD prior to any building construction.
- 13-10. Submit plot plans for LAFD approval of access and fire hydrants.

Option B

Less Than Significant Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. The dimensions, gross/net

⁴² Phone conversation with Inspector White, City of Los Angeles Fire Department, December 17, 2004.

building square floor area and land uses under Option B would be the same as those of the proposed project. Therefore, the same number of employees and same demand for fire protection services generated under the proposed project would be associated with Option B. As a result, no new or expanded fire stations would be needed to serve Option B and a less-than-significant impact would occur. Nonetheless, similar to the proposed project, Option B would also implement Mitigation Measures 13-1 through 13-10. Consequently, the impact upon fire protection services under Option B would be similar to the proposed project.

Cumulative Impacts

Less Than Significant Impact. The proposed project, in combination with the related projects (see Table IV-21), would increase the demand for fire protection services in the project area. Specifically, there would be increased demands for additional LAFD staffing, equipment, and facilities over time. This need would be funded via existing mechanisms (e.g., property taxes, government funding, and developer fees), to which the proposed project and related projects would contribute. However, at present there are no specific plans to build a new fire station, the construction of which could cause significant environmental impacts. Nevertheless, similar to the proposed project, each of the related projects would be individually subject to LAFD review, and would be required to comply with all applicable fire safety requirements of the LAFD and the City of Los Angeles in order to adequately mitigate fire protection impacts. On this basis, it is expected that cumulative impacts on fire protection would be less than significant.

With respect to Option B, as Option B would only differ in the orientation of the proposed structures within the project site. Therefore, the demand for fire protection services that would be generated under Option B would be similar to the proposed project. As such, the cumulative fire protection impact associated with Option B and the related projects is also expected to be less than significant.

Police protection?

A significant impact may occur if a project created the need for new or physically altered police facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objective.

Proposed Project

Less Than Significant Impact. The Los Angeles Police Department (LAPD) measures demand for services based upon residential population. The project site would be served by the 77th Street Community Police Station, located at 7600 South Broadway. The 77th Street Area

covers approximately 11.9 square miles.⁴³ As of September 14, 2004, there were 396 sworn police officers; however there is adequate capacity in the police station to staff an additional 30 to 40 officers.⁴⁴ With a population of 189,009, the officer to person ratio for the 77th Street area is 1 officer per 477 persons. Currently, the 77th Community Police Station is understaffed and cannot meet the desired level of police protection service generated by the surrounding community.⁴⁵

The proposed project is located within Reporting District (RD) 1266 RD, which is defined by the following boundaries: 79th Street to the north, Manchester Avenue to the south, the Vermont Avenue to the west, and Broadway to the east.⁴⁶ Table IV-13 below, provides 2003 crime statistics for RD 1266, the 77th Street Area and citywide. In 2003, the crime rate for the City of Los Angeles was 47 crimes per 1,000 persons, while the 77th Area reported 61 crimes per 1,000 persons.⁴⁷ Predominant crimes in the project area for 2003 were aggravated assaults, vehicle theft, burglary from vehicle, and street robbery.

Table IV-13
2003 Crimes by Reporting District of Occurrence

Type of Crime	RD 1266	77 th Street Area	Citywide
Burglary from Business	14	238	5,262
Burglary from Home	68	1,113	15,288
Burglary-Other	15	223	4,355
Street Robbery	80	938	10,992
Other Robbery	27	474	5,510
Murder	2	69	517
Rape	5	90	1,207
Aggravated Assault	249	3,230	30,486
Burglary from Vehicle	99	1,071	28,192
Theft from Vehicle	81	682	13,322
Grand Theft	24	419	11,902

⁴³ Los Angeles Police Department, *Community Map: 77th*, website: <http://www.lapd.org>, October 21, 2004.

⁴⁴ Written correspondence with Jose A. Correa, Sergeant, Los Angeles Police Department: Planning and Research Division, October 18, 2004.

⁴⁵ *Ibid.*

⁴⁶ Phone conversation with Jose A. Correa, Sergeant, Los Angeles Police Department: Planning and Research Division, October 22, 2004.

⁴⁷ Facsimile correspondence with Jose A. Correa, Sergeant, Los Angeles Police Department: Planning and Research Division, October 27, 2004.

Theft from Person	0	37	950
Purse Snatch	0	16	348
Other Theft	38	966	21,743
Bicycle Theft	0	1	139
Vehicle Theft	107	2,060	33,401
Bunco	0	1	135
Total	809	11,628	183,749

a All statistical information is based on 2003 LAPD Selected Crimes and Attempts by Reporting District from the Police Arrest and Crime Management Information System 2 Report.

As discussed above, the existing crime rate in the 77th Street Area is above the citywide average. However, the current average response time to an emergency call within RD 1266 is 5.9 minutes, which meets the Department's preferred response time of seven minutes.

Implementation of the proposed project would result in an increase of site visitors and employees within the project site, thereby generating a potential increase in the level of service calls from the project site. Responses to thefts, vehicle burglaries, damage to vehicles, traffic-related incidents, and crimes against persons would be anticipated to slightly increase as a result of the increase in on-site activity and increased traffic on adjacent streets and arterials.

The LAPD's resources are strained by a chronic shortage of uniformed officers, a situation that may not improve in the foreseeable future. Accordingly, the LAPD has suggested that additional calls for police services to the project site would most likely negatively impact the 77th Street Police Station's ability to provide police service and emergency responses.⁴⁸ However, the LAPD did not indicate that any new police facilities would be required or were otherwise anticipated in connection with the proposed project.⁴⁹ Rather, the LAPD's concern related to safety stems from the current understaffing of the LAPD. Safety concerns are social issues rather than physical environmental impacts. Section 15131 of the CEQA Guidelines provides that social effects of a project shall not be treated as significant effects on the environment. As such, safety concerns are not addressed in this environmental analysis. Therefore, as no physical impact to the environment is anticipated due to the development of the proposed project, a less-than-significant impact would occur.

Nonetheless, the proposed project does include crime prevention design features to help reduce the proposed project's demand for police services. These crime prevention design features are:

⁴⁸ Written correspondence with Jose A. Correa, Sergeant, Los Angeles Police Department: Planning and Research Division, October 18, 2004.

⁴⁹ *Ibid.*

- Both the office building and the parking structure would be provided with low level security lighting, with additional lighting at building and parking lot entrances/exits.
- A key-card based access control system would be utilized, to allow separate and secure employee entrance into the office building and parking structure.
- A security/information booth would be provided in the lobby of the office building.
- The County of Los Angeles would provide eight to 10 security staff to patrol the project site consisting of County officers and contract guards.

The proposed project would also be subject to LAPD review, and would be required to comply with all applicable safety requirements of the LAPD and the City of Los Angeles in order to adequately address police protection service demands. In addition to these crime prevention design features, the mitigation measures below are recommended to ensure that the LAPD is able to maintain acceptable service ratios, response times and other performance objectives of the LAPD. These mitigation measures are not required under CEQA because, as discussed above, the proposed project would not create the need for new or expanded police facilities. However, it is recommended to further reduce the demand of police protection services generated by the proposed project.

Mitigation Measures

13-11. In the event that the proposed project plans or anticipates any occasion which would require a unique request for police services, the occupants of the office building (i.e., the County of Los Angeles) shall notify the 77th Street Community Police Station, in order to better enable the police officers to respond to the project site and the surrounding community.

13-12. Plot Plans, including lighting and landscaping information, shall be submitted to the Los Angeles Police Department Crime Prevention Unit for review. Recommendations from the LAPD would be incorporated into the project design.

Option B

Less Than Significant Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. The dimensions, gross/net building square floor area and land uses under Option B would be the same as those of the proposed project. Therefore, the same number of employees and same demand for police protection services generated under the proposed project would be associated with Option B. As a result, no new or expanded police stations would be needed to serve Option B and a less-

than-significant impact would occur. Nonetheless, similar to the proposed project, Option B would also implement Mitigation Measure 13-11. Consequently, the impact upon police protection services under Option B would be similar to the proposed project.

Cumulative Impacts

Less Than Significant Impact. The proposed project, in combination with the related projects (see Table IV-21), would increase the demand for police protection services. In the absence of a concurrent expansion of current levels of LAPD personnel, equipment and facilities, the increased demand for police protection services could result in a reduction in services, a lengthening of response times, and inadequate facilities. In addition, the LAPD has indicated that existing amount of LAPD personnel is not considered adequate to support the LAPD's needs throughout the South Central Los Angeles area. However, cumulative impacts are not expected to rise to a level of significance, as discussed below.

As discussed above, the number of police officers in the LAPD has decreased in the area while no police stations have closed. As such, the 77th Street Community Police Station has capacity to accommodate 30 to 40 additional police officers. Therefore, the LAPD has facilities in the South Central Los Angeles area that would have sufficient capacity to accommodate additional police officers necessary to provide police protection services to the proposed project and related projects without the need of constructing an additional police station. Therefore, cumulative impacts would be less than significant and the project's incremental contribution to that impact would not be cumulatively considerable.

With respect to Option B, as Option B would only differ in the orientation of the proposed structures within the project site. Therefore, the demand for police protection services that would be generated under Option B would be similar to the proposed project. As such, the cumulative police protection impact associated with Option B and the related projects is also expected to be less than significant.

Schools?

A significant impact may occur if a project created the need for new or physically altered school facilities, the construction of which could cause significant environmental impacts.

Proposed Project

Less Than Significant Impact. The proposed project, a commercial development, will not directly add school-aged population to area schools. Foremost, the project does not provide new housing. Consequently, the project would not be expected to generate any material in-migration of people seeking new employment opportunities.

As stated in Section 11(a), the 1,200 employees to be relocated to the South Central community are not likely to relocate their place of residence. As such, the majority of the employees' children would continue attending the schools in which they are currently enrolled. However, employees generated by the proposed project whose children attend Los Angeles Unified School District (LAUSD) schools, may petition under the LAUSD's "open enrollment" policy to have their children attend LAUSD schools away from their place of residence. In particular, the LAUSD attempts to allow such open enrollment to schools near the parent's place of employment, where school capacity is deemed adequate. However, the LAUSD makes the final determination on whether or not they can accept students through their open enrollment policy, and would not accept a student if it would adversely affect the provision of adequate educational services that school.

In addition, according to State law (AB 149 and AB 2071), parents may elect to enroll their children in public school districts whose boundaries encompass the parent's place of work, rather than the parent's place of residence, and requires the school district to consider such applications.⁵⁰ As the employees to be relocated to the project site would be coming from offices located in the Cities of Hawthorne and Inglewood, it is possible that some of the employees would try to transfer their children to an LAUSD school. The interdistrict transfer program applies to kindergarten through middle school (i.e., grades K-8) students. "Sending" and "receiving" schools may refuse such transfers, however, grounds for such refusals include findings that the requested transfer would be to a school district that is operating at full capacity, would negatively impact a district's desegregation plan or that the additional cost of educating a student would exceed the amount of additional state aid received as a result of the transfer.⁵¹

As established in the State of California Government Code Section 65595, to mitigate school overcrowding within the LAUSD service area developers are required to pay \$0.34 per square foot of new commercial development and \$0.09 per square foot of new parking structure development within the boundaries of the LAUSD. Payment of this fee is considered to constitute full and complete mitigation of school impacts associated with the proposed project. Therefore, project impacts would be reduced to a less-than-significant level.

⁵⁰ Los Angeles Unified School District School Facilities Fee Plan, Recht Hausrath & Associates, February 22, 1996.

⁵¹ California Education Code, Section 48204(f).

Option B

Less Than Significant Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. The dimensions, gross/net building square floor area and land uses under Option B would be the same as those of the proposed project. Therefore, the same number of employees and same demand for school services generated under the proposed project would be associated with Option B. As such, no new or expanded schools would be needed under Option B and a less-than-significant impact would occur. Nonetheless, similar to the proposed project, Option B would pay the applicable LAUSD fees. Consequently, the impact upon school services under Option B would be similar to the proposed project.

Cumulative Impacts

Less Than Significant Impact. There are 27 related projects in the vicinity of the project site (see Table IV-21). As discussed above, a minimal amount of LAUSD students are expected to be generated by the proposed project; however, with development of the related projects an increase in demand for school services is expected to occur. Nevertheless, the applicants of the related residential projects would be required to pay a school fee to the LAUSD to help reduce any impacts the related projects may have on school service. As stated previously, payment of this fee constitutes full and complete mitigation of the incremental school impacts associated with each related project. Therefore, with payment of these fees, cumulative impacts upon school services would be reduced to a less-than-significant level, and the project's incremental contribution would not be considered cumulatively considerable.

With respect to Option B, as Option B would only differ in the orientation of the proposed structures within the project site. Therefore, the demand for school services that would be generated under Option B would be similar to the proposed project. As such, the cumulative school impact associated with Option B and the related projects is also expected to be less than significant.

Parks?

A significant impact may occur if a project included substantial employment or population growth that could generate demands for public park facilities that exceed the capacity of the park department responsible for serving the project site.

Proposed Project

Less Than Significant Impact. The following parks or recreational areas are located within a two-mile radius of the project site and, therefore, would provide park services to the proposed project:⁵²

- Mt. Carmel Park and Recreation Center, located at 830 W. 70th Street
- Freemont Indoor Pool, located at 7630 S. Towne Avenue
- St. Andrews Recreation Center, located at 8701 St. Andrews Place
- Green Medaows Recreation Center, located at 431 E. 89th Street
- Algin Sutton Recreation Center, located at 8800 S. Hoover Street
- Jesse Owens County Park, located at 9651 S. Western Avenue

Employees of commercial sites are not likely to recreate at parks during working hours, as they are more likely to use parks near their homes during non-work hours. In any case, park facilities are available in the area to satisfy the minimal demand generated by relocated employee's of the proposed project, and no new or expanded park facilities would need to be constructed. Therefore, a less-than-significant impact would occur.

Option B

Less Than Significant Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. The dimensions, gross/net building square floor area and land uses under Option B would be the same as those of the proposed project. Therefore, the same number of employees and same demand for parks services generated under the proposed project would be associated with Option B. As such, no new or expanded park or recreational facilities would be needed to serve Option B and a less-than-significant impact would occur. Consequently, the impact upon park services under Option B would be similar to the proposed project.

⁵² City of Los Angeles Department of Recreation and Parks, Center Locator, website: <http://gis.lacity.org/recandpark/recandpark.htm>, October 18, 2004.

Cumulative Impacts

Less Than Significant Impact. There are 27 related projects in the vicinity of the project site (see Table IV-21). While the proposed project would not be expected to increase usage of public parks, the residential related projects would result in an increase in permanent residents residing in the project area. The increase in residential population by the related projects in the vicinity of the project would, in the absence of mitigation, lower the City's existing parkland to population ratio, which is currently below their preferred standard. However, through the payment of the Quimby fees, which would be used to purchase additional parkland space, potentially impacts upon parks generated by the residential related projects would be reduced to a less-than-significant level. Therefore, with payment of these fees by the residential related projects, cumulative impacts would be less than significant.

With respect to Option B, as Option B would only differ in the orientation of the proposed structures within the project site. Therefore, the demand for park services that would be generated under Option B would be similar to the proposed project. As such, the cumulative parks impact associated with Option B and the related projects is also expected to be less than significant.

Other public facilities?

A significant impact may occur if a project creates substantial employment or population growth that could generate a demand for other public facilities (such as libraries), which would exceed the capacity available to serve the project site, necessitating a new or physically altered library, the construction of which would have significant physical impacts on the environment.

Proposed Project

Less Than Significant Impact. According to the Citywide General Plan Framework, libraries in the City of Los Angeles have a service area of two miles.⁵³ Therefore, the project site would be served by the Mark Twain Branch Library and Ascot Branch Library.

The Mark Twain Branch Library, which is located at 9621 S. Figueroa Street, would be the primary library to serve the project site. It opened in December 2002 and is approximately 9,900 square feet, serving a population of 55,000 individuals with a staff of seven.⁵⁴ The Mark

⁵³ City of Los Angeles, *Los Angeles Citywide General Plan Framework Draft Environmental Impact Report*, January 19, 1995, Figure L-1, page 2.13-8.

⁵⁴ *Written Correspondence, Rona Berns, Library Facilities Director, Los Angeles Public Library, September 7, 2004.*

Twain Branch Library currently meets the demand for library services in the project area.⁵⁵ As part of Proposition DD, which was passed by Los Angeles voters in 1998 to improve, renovate, expand and construct 32 branch libraries, a new Ascot Branch Library was completed in April 2004.⁵⁶ The 10,500 square foot facility has a current service population of 43,100.⁵⁷ A library with 10,500 square feet can accommodate a service population of 35,001 to 50,000 individuals.⁵⁸ Therefore, the Ascot Branch Library meets and exceeds the established ratio of population to library square footage, as determined by the Citywide General Plan Framework. As such, the Ascot Branch Library is adequately meeting the demands of the surrounding community.⁵⁹

Since the proposed project does not involve any residential housing, development of the proposed project would not result in any significant population increase, which would generate a large increase in the demand for library service. Nevertheless, the project does not include a library for County employees and, consequently, the project would generate some demand for library services. The Mark Twain Branch Library alone would not be able to accommodate the demand generated by the proposed project.⁶⁰ However, as the project site is also within the service area of the Ascot Branch Library facility, the combined services of the two libraries would be able to accommodate the minimal demand generated by the proposed project. Because the proposed project would not require the construction of new or expansion of existing libraries, the proposed project's impact would be less than significant.

⁵⁵ Written Correspondence, Rona Berns, Senior Management Analyst I, Los Angeles Public Library: Library Facilities Division, September 7, 2004.

⁵⁶ Los Angeles Public Library, Location & Hours, website: <http://www.lapl.org/about/BondUpdate.pdf>, November 1, 2004.

⁵⁷ Phone conversation with Rona Berns, Senior Management Analyst I, Los Angeles Public Library: Library Facilities Division, November 1, 2004.

⁵⁸ City of Los Angeles, Los Angeles Citywide General Plan Framework EIR, page 2.13-2, January 19, 1995.

⁵⁹ Phone conversation with Rona Berns, Senior Management Analyst I, Los Angeles Public Library: Library Facilities Division, November 1, 2004.

⁶⁰ Phone conversation with Rona Berns, Senior Management Analyst I, Los Angeles Public Library: Library Facilities Division, November 1, 2004.

Option B

Less Than Significant Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. The dimensions, gross/net building square floor area and land uses under Option B would be the same as those of the proposed project. Therefore, the same number of employees and same demand for library services generated under the proposed project would be associated with Option B. As such, no new or expanded libraries would be needed to serve Option B and a less-than-significant impact would occur. Consequently, the impact upon libraries under Option B would be similar to the proposed project.

Cumulative Impacts

Less Than Significant Impact. There are 27 related projects in the vicinity of the project site (see Table IV-21). Of the 27 related projects, 18 of the related projects, Nos. 2, 5, 8-12, 14-20, 23, 25 and 27, would add residents to the project area, which could increase the demand upon library services. In general, the employees generated by the commercial related projects are generally not likely to patronize libraries during working hours, as they are more likely to use libraries near their homes during non-work hours. As such, the 18 residential related projects would add 629 residences to the project area, generating approximately 2,202 residents.⁶¹ Since the proposed project is commercial in nature, no residents would be generated and the employees working at the project site would not generally use the libraries in the project area. As such, the proposed project and 18 related projects would generate approximately 2,202 residents in need of library services. The 18 related projects would be served by the same libraries as the project site, Mark Twain and Ascot. As the Ascot Branch Library has the capacity to serve approximately 6,900 more residents (50,000-43,100), the combined library services provided by these two libraries would be adequate to accommodate the additional demand generated by the proposed project and related projects. Therefore, a less-than-significant cumulative impact would occur.

With respect to Option B, as Option B would only differ in the orientation of the proposed structures within the project site. Therefore, the demand for library services that would be generated under Option B would be similar to the proposed project. As such, the cumulative libraries impact associated with Option B and the related projects is also expected to be less than significant.

⁶¹ $(629 \text{ residences} \times 3.5 \text{ persons per dwelling unit}) = 2,202 \text{ persons}$. According to the South Central Los Angeles Community Plan, the estimate of persons per dwelling unit by 2010 will be 3.5. City of Los Angeles, South Central Los Angeles Community Plan, March 20, 2000, page III-2.

14. RECREATION

- a) **Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?**

A significant impact may occur if a project includes substantial employment or population growth that could generate demands for public park facilities that exceed the capacity of existing parks and cause premature deterioration of the park facilities.

Proposed Project

Less Than Significant Impact. As discussed in Section 13 (Parks), the area serving the project site is currently experiencing a parkland acreage per capita deficiency. However, since the proposed project is commercial in nature, no permanent residents would be generated that would utilize the park and recreational facilities in the project area. As such, the proposed project would not overburden the Los Angeles Department of Parks and Recreation (LADPR) system, which could increase the rate of deterioration experienced by the park and recreational facilities in the area. Therefore, the impact upon maintenance of park and recreational facilities would be less-than-significant.

Option B

Less Than Significant Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. The dimensions, gross/net building square floor area and land uses under Option B would be the same as those of the proposed project. Therefore, the same number of employees and same demand for park services generated under the proposed project would be associated with Option B. As such, no new or expanded park and recreational facilities would be needed to serve Option B and a less-than-significant impact would occur. Consequently, the impact upon park and recreational facilities under Option B would be similar to the proposed project.

- 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?**

A significant impact may occur if a project includes the construction or expansion of park facilities and such construction would have a significant adverse effect on the environment.

Proposed Project

No Impact. The proposed project involves the construction of an office building with 4,000 square feet of restaurant/retail space. These uses do not typically generate demand for recreational facilities. The proposed child care center would provide its own recreation facilities within the 6,000 square foot facility and its 7,500 square-foot outdoor play area. Therefore, no impact would occur.

Option B

No Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. Therefore, the proposed land uses under Option B would be the same as those of the proposed project. As such, similar to the proposed project, Option B does not include the construction or expansion of recreational facilities and no impact would occur. Consequently, the impact under Option B would be similar to the proposed project.

Cumulative Impacts

Less Than Significant Impact. There are 27 related projects in the vicinity of the project site, one of which involves the construction of a youth center, Related Project No. 24, and one of which involves the construction of a community recreation center, Related Project No. 26 (see Figure IV-9 and Table IV-21). While the proposed project would not be expected to increase usage of public parks, the residential related projects would result in an increase in permanent residents residing in the project area. The increase in residential population by the related projects in the vicinity of the project would, in the absence of mitigation, lower the City's existing parkland to population ratio, which is currently below their preferred standard.

However, the residential related projects would be required to pay Quimby fees. With payment of these Quimby fees to purchase additional parkland, the proposed project and residential related projects would not overburden the LADPR system, which could increase the rate of deterioration experienced by the park and recreational facilities in the area. In addition, the construction of Related Projects No. 24 and No. 26 would increase the amount of recreational facilities in the project vicinity, further easing the burden on the LADPR system. With payment of the Quimby fees by the related projects, cumulative impacts upon the maintenance of park and recreational facilities would be less than significant.

With respect to Option B, as Option B would only differ in the orientation of the proposed structures within the project site. Therefore, the demand for park and recreational facilities that would be generated under Option B would be similar to the proposed project. As such, the cumulative impact on recreation facilities associated with Option B and the related projects is

also expected to be less than significant. In addition, as discussed above, Quimby fees would be paid to the LADPR by the developers of related projects, when needed, which would alleviate the increase in demand for recreational facilities.

15. TRANSPORTATION AND TRAFFIC

- a) **Would the project cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number or vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?**

The following analysis is based upon the Traffic Impact Report for the Proposed Office Park on the East Side of Vermont Avenue between 83rd Street and 84th, prepared by Crain & Associates, December 2004. A copy of this report can be found as Appendix I to this Initial Study.

A significant impact may occur where adopted City of Los Angeles Department of Transportation (LADOT) thresholds for a significant project impact are exceeded for roadways and intersections that would carry project-generated traffic.

Proposed Project

Potentially Significant Unless Mitigation Incorporated. The traffic evaluation that follows was prepared in accordance with the assumptions, methodology, and procedures approved by the LADOT. It presents the results of an analysis of existing (2004) conditions, and future (2006) traffic conditions before and after completion of the proposed project. With guidance from LADOT, the analysis contains a detailed evaluation of traffic conditions during the AM and PM peak hours at the following 11 study intersections:

1. Florence Avenue and Vermont Avenue
2. 81st Street and Vermont Avenue
3. 83rd Street and Vermont Avenue
4. 83rd Street and Hoover Street
5. Manchester Avenue and Normandie Avenue
6. Manchester Avenue and Budlong Avenue
7. Manchester Avenue and Vermont Avenue

8. Manchester Avenue and Hoover Street
9. Manchester Avenue and I-110 Freeway Southbound On/Off Ramps
10. Manchester Avenue and I-110 Freeway Northbound On/Off Ramps
11. 88th Street and Vermont Avenue

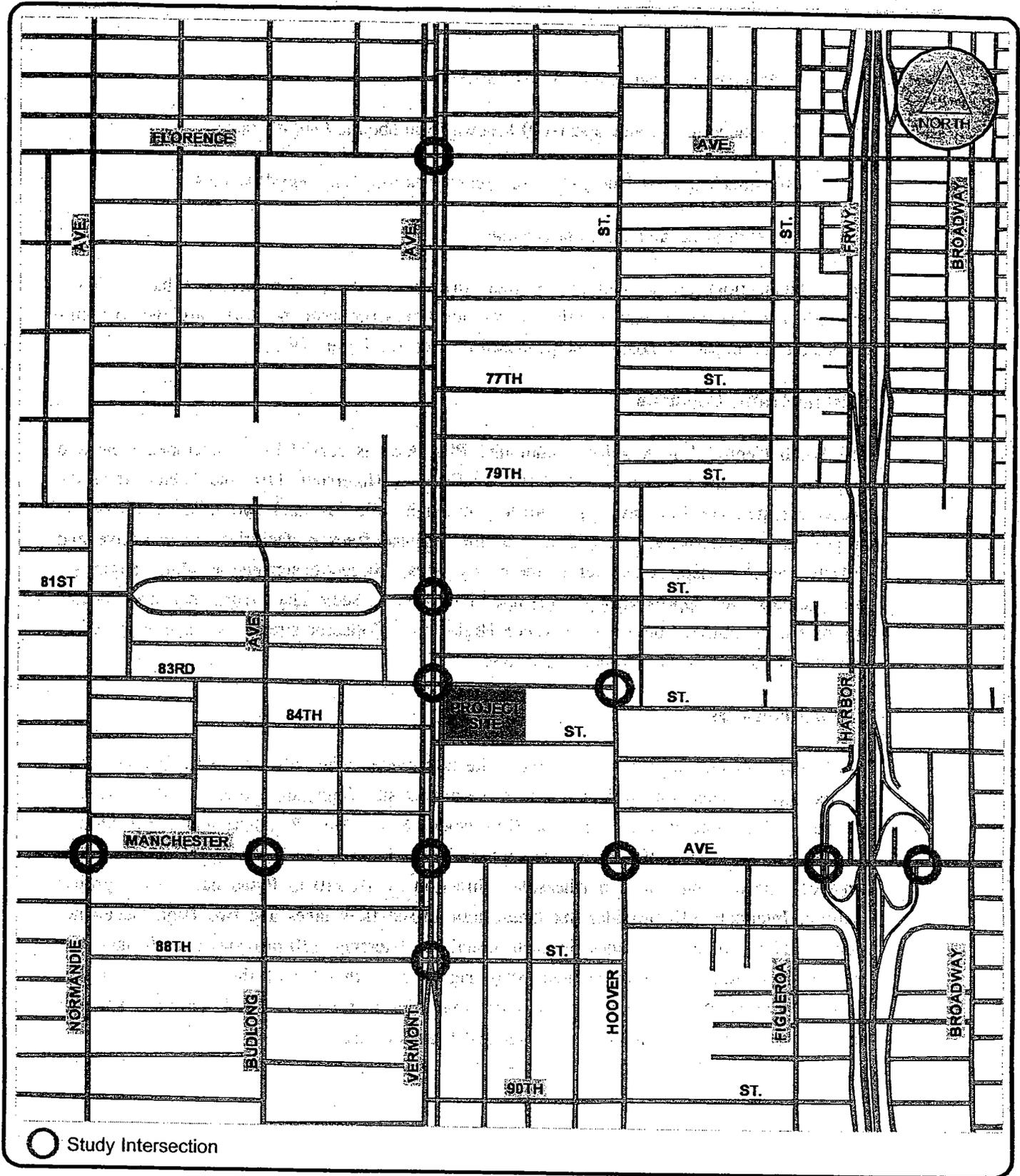
These intersections are located in the area surrounding the project site, and based on the project's location and access relative to the local transportation network, are the locations expected to be impacted most by the proposed project (see Figure IV-5).

Existing Traffic Conditions

The South Central Los Angeles Community Plan Area is served by a developed local and regional transportation system. The Harbor Freeway (Interstate 110) and Glenn Anderson Freeway (Interstate 105) are approximately one-half mile east and two miles south of the project site, respectively. In addition, to the regional freeway facilities, an extensive and orderly grid of surface streets serves the project area. Streets designated as Major Highways are provided at approximately one-mile intervals. Secondary Highways are located approximately midway between all Major Highways. Collector streets are generally located between the Secondary and Major Highways.

Existing Freeways

North-south regional access to the project site is provided primarily by the Harbor Freeway, located approximately one-half mile east of the project site. Interstate 110 is an eight to 12-lane freeway, which interchanges with the Hollywood, Santa Ana, Pasadena and Santa Monica Freeways. Interstate 110 extends from San Pedro to the south, through Downtown Los Angeles, and continues in a northeasterly direction as SR-110 to Pasadena. In the project vicinity, Interstate 110 provides six lanes, four mixed flow lanes and two High Occupancy Vehicle (HOV) or carpool lanes, in each direction. Interstate 110 provides interchanges with the Glenn Anderson Freeway/Transit Way near the south edge of the South Central Los Angeles community. A surface street ramp connection to Interstate 110 Freeway is available near the intersection of Manchester Avenue and Figueora Street.



Source: Crain & Associates, December, 2004.

Additional regional access is provided by the Glenn Anderson Freeway/Transit Way, located two miles south of the project site. Interstate 105 is an east-west orientated freeway, which extends from Los Angeles International Airport (LAX) to the west, terminating at the San Gabriel River Freeway (Interstate 605) to the east. Overall, Interstate 105 runs approximately 17 miles. In the project vicinity, Interstate 105 provides four lanes, three mixed flow lanes and one HOV lane, in each direction. In addition, the light Green Line transit system and its related stations run in the median of the Freeway. Interstate 105 provides an interchange with the Harbor Freeway near the southern edge of the South Central Los Angeles community. A surface street ramp connection to Interstate 105 Freeway is available near the intersection of Vermont Avenue and Imperial Highway.

Existing Streets and Highways

Florence Avenue is an east-west orientated Major Highway, Class II, which extends west of Interstate 405, through the City of Inglewood, ending to the east in the City of Santa Fe Springs. This roadway is approximately 65 to 70 feet wide and provides two to three travel lanes in each direction. In addition, left-turn channelizations are located near the major intersections in the project vicinity.

81st Street is an east-west orientated Local Street, which is located north of the project site. 81st Street is approximately 35 to 40 feet wide and provides one travel lane in each direction in the project vicinity.

83rd Street is an east-west orientated street, which forms the northern boundary of the project site. It is designated as a Collector Street west of Vermont Avenue and as a Local Street east of Vermont Avenue. 83rd Street is approximately 50 feet wide west of Vermont Avenue, decreasing to 25 to 30 feet wide east of Vermont Avenue. In addition, 83rd Street provides one travel lane in each direction in the project vicinity.

84th Street is an east-west orientated Local Street, which forms the southern boundary of the project site. 84th Street is approximately 40 feet wide and provides one travel lane in each direction in the project vicinity. The eastern and western portions of 84th Street are offset at Vermont Avenue.

Manchester Avenue is an east-west orientated Major Highway, Class II, located approximately one-half mile south of the project site. This roadway extends from Playa Del Rey in the west to the eastern border of the City of Los Angeles, where it is renamed as Firestone Boulevard. Manchester Avenue is approximately 65 to 70 feet wide and provides two to three travel lanes in each direction, with left-turn channelizations at the major intersections in the project vicinity.

Normandie Avenue is a north-south orientated Secondary Highway, located approximately one-half mile west of the project site. This roadway extends from the Los Feliz community of the City of Los Angeles in the north, through the downtown Los Angeles area, merges with Vermont Avenue, and ultimately ends at Anaheim Street in the Wilmington/Harbor City community. The portion of Normandie Avenue located in the project vicinity has a width of approximately 60 feet and provides two lanes in each direction with left-turn lanes at major intersections.

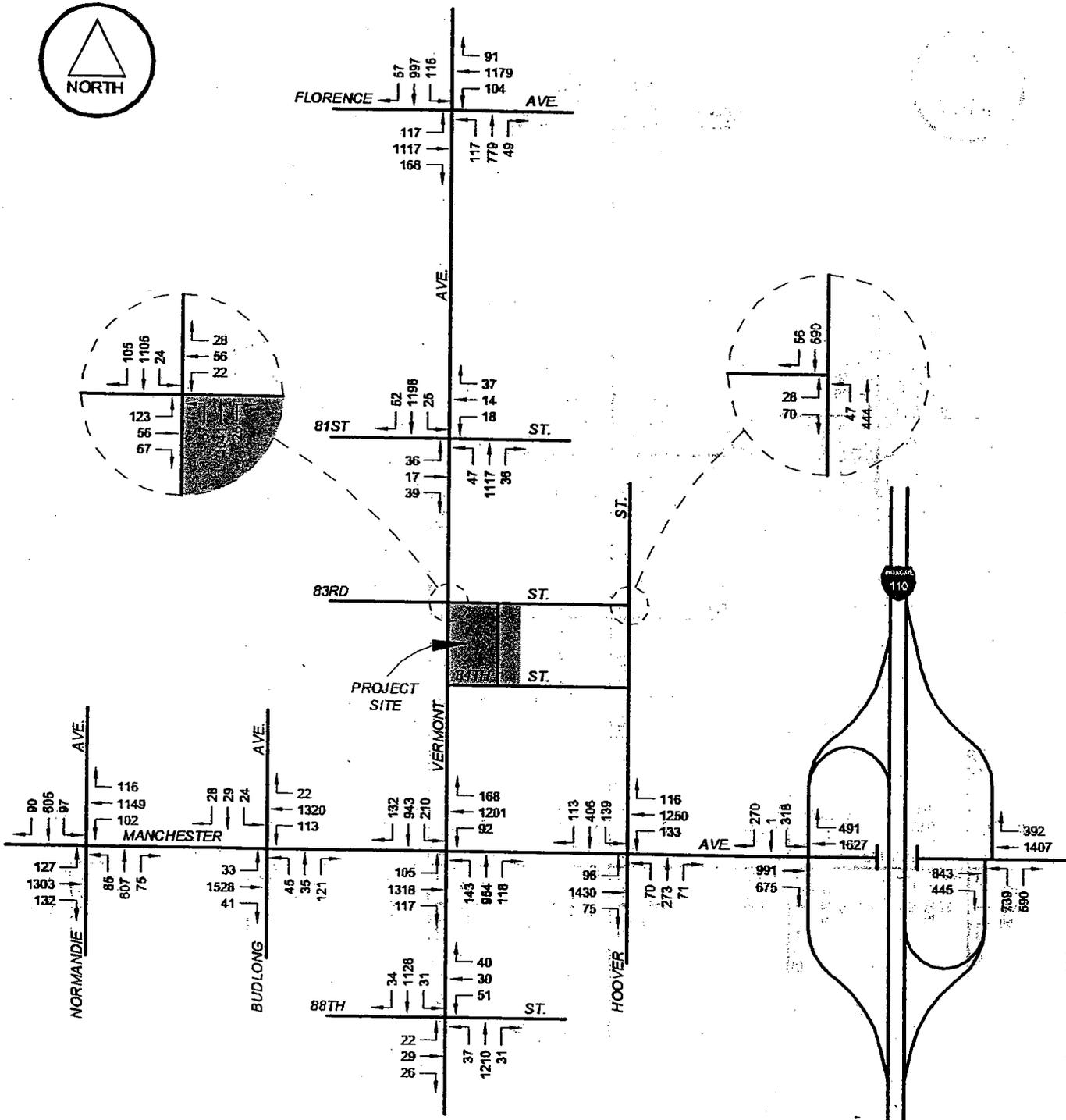
Budlong Avenue is a north-south orientated Collector Street, located approximately one-quarter mile west of the project site. Budlong Avenue is approximately 60 feet wide and provides one travel lane in each direction in the project vicinity.

Vermont Avenue is designated as a Major Highway, Class II north of the Vermont/Gage intersection and as a Collector Street south of the same intersection, which includes the project site. This roadway extends north-south from the Los Feliz community, through the downtown Los Angeles area, merges with Normandie Avenue, and ultimately ends at Anaheim Street in the Wilmington/Harbor City community. The portion of Vermont Avenue located in the project vicinity has a width of approximately 80 feet and provides three lanes in each direction with left-turn lanes at major intersections. In addition, Vermont Avenue forms the western boundary of the project site.

Hoover Street is a north-south orientated Secondary Highway, located approximately one-quarter mile east of the project site. This roadway extends from the downtown area of Los Angeles, through South Los Angeles and ends at Rosecrans Boulevard, which is approximately six miles south of the project site. The portion of Hoover Street located in the project vicinity has a width of approximately 50 to 60 feet and provides two lanes in each direction with left-turn lanes at major intersections.

Existing (2004) Traffic Volumes

Traffic volumes for existing conditions at 10 of the 11 study intersections were obtained from manual traffic counts conducted in October 2004 by Crain & Associates. The traffic counts at the intersection of Florence Avenue and Vermont Avenue were obtained from the Los Angeles Department of Transportation (LADOT) database, which were collected in December 2003. The 2003 count was then adjusted with an ambient growth rate, so that all traffic data used would represent the existing 2004 non-summer peak hour traffic volumes. Weekday peak-hour volumes at the study intersections are illustrated in Figures IV-6 and IV-7. The traffic count data sheets are included as Appendix A to the Traffic Impact Report, which can be found as Appendix I to this Initial Study).



Source: Crain & Associates, December, 2004.



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Figure IV-7
Existing (2004) Traffic Volumes
PM Peak Hour

Analysis of Existing (2004) Traffic Conditions

The traffic count data described earlier was used to determine existing traffic flow conditions. Other data pertaining to intersection geometrics and traffic signal operations were obtained from field surveys and LADOT plans of the study locations. The traffic analysis was then performed through the use of the Critical Movement Analysis (CMA) technique. The CMA methodology used for the analysis and evaluation of traffic conditions at each study intersection is based on procedures outlined in Circular Number 212 of the Transportation Research Board.⁶² In the discussion of Critical Movement Analysis for signalized intersections, procedures have been developed for grading the operational quality of an intersection in terms of the "Level of Service" (LOS) which describes different traffic flow characteristics. Levels of Service A to C operate quite well.

Level D typically is the level for which a metropolitan area street system is designed. Level E represents volumes at or near the capacity of the highway that may result in stoppages of momentary duration and fairly unstable flow. Level F occurs when a facility is overloaded and is characterized by stop-and-go traffic with stoppages of long duration.

A determination of the LOS at an intersection, where traffic volumes are known or have been projected, can be obtained through a summation of the critical movement volumes at that intersection: the highest combination of conflicting movements which must be accommodated at that intersection. Once the sum of critical movement volumes has been obtained, the values indicated in Table IV-14 can be used to determine the applicable LOS.

**Table IV-14
Critical Movement Volume Ranges*
For Determining Levels of Service**

Level of Service	Maximum Sum of Critical Volumes (VPH)		
	Two-Phase	Three-Phase	Four or More Phases
A	900	855	825
B	1,050	1,000	965
C	1,200	1,140	1,100
D	1,350	1,275	1,225
E	1,500	1,425	1,375
F	Not Applicable		

* For planning applications only, i.e., not appropriate for operations and design applications.

⁶² *Interim Materials on Highway Capacity, Circular Number 212, Transportation Research Board, Washington, D.C., 1980.*

“Capacity” represents the maximum volume of vehicles in the critical lanes that has a reasonable expectation of passing through an intersection in one hour, under prevailing roadway and traffic conditions. For planning purposes, the maximum theoretical capacity of an intersection equates to the critical movement volumes for LOS E conditions, as shown in Table IV-14. This capacity varies depending on the type of traffic signal control present or proposed at an intersection. The CMA values used in this study were calculated by dividing the sum of the critical movement volumes at an intersection by the appropriate intersection capacity value obtained from Table IV-14. The LOS corresponding to a range of CMA values is shown in Table IV-15.

Table IV-15

Level of Service as a Function of CMA Values

Level of Service	Description of Operating Characteristics	Range of CMA Value
A	Uncongested conditions; vehicles clear in a single cycle.	< 0.60
B	Similar to above.	> 0.60 < 0.70
C	Light congestion; occasional backups on critical approaches.	> 0.70 < 0.80
D	Congestion on critical approaches, but intersection functional. Vehicles required to wait through more than one cycle during short peaks. No long-standing lines formed.	> 0.80 < 0.90
E	Severe congestion with some long-standing lines on critical approaches. Blockage of intersection may occur if traffic signal does not provide for protected turning movements.	> 0.90 < 1.00
F	Forced flow with stoppages of long duration.	> 1.00

By applying this analysis procedure to the study intersections, the Critical Movement Analysis (CMA) value and the corresponding Levels of Service (LOS) for existing (2004) traffic conditions were calculated, as shown in Table IV-16.

Table IV-16
Critical Movement Analysis (CMA) Summary
Existing (2004) Traffic Conditions

No.	Intersection	AM Peak Hour		PM Peak Hour	
		CMA	LOS	CMA	LOS
1.	Florence Avenue and Vermont Avenue	0.705	C	0.672	B
2.	81 st Street and Vermont Avenue	0.467	A	0.383	A
3.	83 rd Street and Vermont Avenue	0.537	A	0.492	A
4.	83 rd Street and Hoover Street	0.277	A	0.312	A
5.	Manchester Avenue Normandie Avenue	0.671	B	0.609	B
6.	Manchester Avenue and Budlong Avenue	0.473	A	0.504	A
7.	Manchester Avenue and Vermont Avenue	0.828	D	0.728	C
8.	Manchester Avenue and Hoover Street	0.614	B	0.628	B
9.	Manchester Avenue and I-110, South Bound Ramps	0.497	A	0.496	A
10.	Manchester Avenue and I-110, North Bound Ramps	0.530	A	0.625	B
11.	88 th Street and Vermont Avenue	0.457	A	0.392	A

Project Impacts

Trip Generation

Traffic-generating characteristics of many land uses, including the single-tenant office building and child care center, have been surveyed and documented in studies conducted under the auspices of the Institute of Transportation Engineers (ITE). This information is available in the manual, *Trip Generation, 7th Edition*, published by ITE. The trip generation rates in the ITE manual are nationally recognized, and are used as the basis for most traffic studies conducted in the City of Los Angeles and the surrounding region.

Accordingly, for this analysis, the ITE 7th Edition trip rates, which were approved by LADOT and are provided in Table IV-17 below, were used to determine the daily, AM and PM peak-hour trips generated by the proposed and existing uses. Table IV-17 shows the estimated daily and peak-hour project trip generations. As shown, a 15 percent adjustment for "internal" trips was applied to the child care center, as agreed to with LADOT. Internal trip-making generally occurs within mixed-use developments wherein trips between uses on the same site can be made without requiring use of the surrounding streets. In this case, some employees of the project office use are expected to use the on-site child care center, thereby reducing some of the trips the child care center would otherwise generate.

Table IV-17
Project Trip Generation Rates

Use	Type of Trip	Rate
Government Office Complex	Daily	$T=27.92 (A)$
	AM Peak Hour	$T=2.21 (A)$; I/B=89%, O/B=11%
	PM Peak Hour	$T=2.85 (A)$; I/B=31%, O/B=69%
Day Care Center	Daily	$T=4.55 (S) + 5.64$
	AM Peak Hour	$T=0.73 (S) + 5.64$; I/B=53%; O/B=47%
	PM Peak Hour	$T=0.87 \text{Ln}(S) + 0.32$; I/B=47%; O/B=53%
<i>A</i> = building area in 1,000s of square feet <i>Ln</i> = Logarithmic function <i>S</i> = student <i>I/B</i> = Inbound trips <i>T</i> = trip ends <i>O/B</i> = Outbound trips		

The above project trip generation calculation rates were selected in accordance with standard LADOT procedures. These base trip rates present a “worst case” trip generation condition applicable only to suburban locations. The generation rates and equations provided in the ITE 7th Edition Trip manual do not account for trip reducing factors such as (1) internal or multi-purpose trips, (2) extensive transit use, (3) walk-in trips and (4) pass-by trips. These four factors play a significant role in determining the actual traffic generating characteristics of a particular project, including the proposed project, and therefore, are discussed briefly below.

“Internal” trips are to a specific site or location for multiple purposes, which generally occur at developments containing a variety of uses. Therefore, for the proposed project, internal trips would occur between the government office, day care center and fast-food restaurant. As a result of these “multi-purpose” or “internal” trips at the project site, the amount of project-related trips is expected to decrease.

The use of public transportation is another important consideration in the evaluation of the proposed project’s trip generating potential. Transit service to South Los Angeles and adjacent areas is extensive. Implementation of the mandated Transportation Demand Management (TDM) requirements on major employers as a result of the South Coast Air Quality Management District (AQMD) and other legislation has encouraged increased transit usage in recent years. In addition, all new non-residential development is subject to local jurisdictional requirements per the Los Angeles County Congestion Management Program (CMP) TDM Ordinance. As such, increased public transit use is expected to decrease the amount of project-related trips.

“Walk-in” trips are from individuals in the nearby area who would be served by the proposed project. The project area has a high population density and would serve people with a low socioeconomic standing. The walk-in trips account for “built-in” patronage, and would

subsequently reduce project-related trips for the proposed project as the patrons would walk to the project site.

Finally, project trip discounts would also result from the presence of "pass-by" trips. This concept involves the "capture" of an existing trip passing by the project site. For example, an existing trip on the area roadway network traveling to or from work passes by the proposed project and unexpectedly makes a stop to patronize the facilities provided onsite. A stop at the project site is only considered to be an interim stop along a trip which existed without the development of the proposed project. Therefore, vehicles making such stops are not considered to be newly generated project-related traffic.

LADOT has developed a series of recommended pass-by trip reduction percentages for various development types and sizes. Based on these recommendations and discussions with LADOT staff, it was assumed that the fast-food restaurant use located onsite would experience a 50 percent pass-by reduction and 20 percent pass-by reduction for the existing paint store. For a conservative analysis, the pass-by reduction adjustment was not made at the study intersection closest to the project, i.e., 83rd Street/Vermont Avenue intersection. However, the walk-in and internal trips are discounted from the project driveways, since the trips would be made either by walking or transit. Thus, the project site would serve the same number of patrons and employees as in a typical suburban site surveyed in the ITE manual, but would generate substantially fewer vehicle trips.

The internal, transit, walk-in and pass-by trip adjustments for the proposed project are shown in Table IV-18 below. The specific trip reductions were determined based on the anticipated operations of the project site.

Table IV-18
Project Trip Discount Factors

Use	Internal Trips	Transit/Walk-In Trips	Pass-By Trips
Office Building	0-8%	20%	0%
Day Care Center	0-85%	10%	0%
Fast-food Restaurant	25%	10%	50%

Based on the adjustments in Table IV-18, the "base" ITE traffic generation rates shown Table IV-17 were adjusted and are presented in Table IV-19. The proposed project would generate approximately 5,436 net daily trips, including 440 morning peak hour trips and 483 afternoon peak hour trips. As discussed above, the ITE generation trip rates do not typically account for internal trips, since the sites studied for the ITE manual are "stand-alone" uses that do not produce internal trips. Furthermore, the sites studied are typically in suburban locations, with

**Table IV-19
Project Trip Generation**

Use	Size	Daily	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Promised Uses								
Office Building	220,000 sq. ft.	6,140	433	53	486	194	433	627
Day Care Center	100 students	450	41	37	78	36	40	76
Fast-food Restaurant	4,000 sq. ft.	2,864	105	70	175	54	51	105
Internal Trips								
Office Building	0%-8%	(190)	(31)	0	(31)	0	(31)	(31)
Day Care Center	0%-85%	(190)	0	(31)	(31)	(31)	0	(31)
Fast-food Restaurant	25%	(360)	(26)	(18)	(44)	(14)	(12)	(26)
Transit/Walk-in Trips								
Office Building	20%	(1,190)	(80)	(11)	(91)	(39)	(80)	(119)
Day Care Center	10%	(30)	(4)	(1)	(5)	(1)	(4)	(5)
Fast-food Restaurant	20%	(500)	(16)	(10)	(26)	(8)	(8)	(16)
Total Proposed Driveway Trips		6,994	422	89	511	191	389	580
Pass-by Trips								
Fast-food Restaurant	50%	(1,002)	(32)	(21)	(53)	(16)	(16)	(32)
Total Proposed Roadway Trips		5,992	390	68	458	175	373	548
Existing Uses To Be Removed								
Apartments	21 units	(280)	(3)	(11)	(14)	(19)	(10)	(29)
Paint Store	8,600 sq. ft.	(440)	(5)	(4)	(9)	(26)	(30)	(56)
Transit/Walk-in Trips								
Apartments	20%	60	1	2	3	4	2	6
Paint Store	5%	20	0	0	0	1	2	3
Total Existing Driveway Trips		(640)	(7)	(13)	(20)	(40)	(36)	(76)
Pass-by Trips								
Paint Store	20%	84	1	1	2	5	6	11
Total Existing Roadway Trips		(556)	(6)	(12)	(18)	(35)	(30)	(65)
Net Project Driveway Trips		6,354	415	76	491	151	353	504
Net Project Roadway Trips		5,436	384	56	440	140	343	483

little transit service, and very few walk-in trips. As such, the four factors mentioned above needed to be separately accounted for by manually adjusting the trip generation rates.

Trip Distribution

Estimation of the directional distribution of project trips was the next step in the analytical process. This trip distribution pattern for the proposed project was determined by considering the proposed land use, existing traffic movements, characteristics of the surrounding roadway system, the geographic location of the project site and its proximity to freeways and major travel routes, and the residential areas from which employees would likely be attracted. Based on these factors, the trip distributions shown in Table IV-20 below were estimated for the project and were approved by LADOT.

Table IV-20
Direction Trip Distribution

Direction	Percentage of Trips
North	25%
South	30%
East	20%
West	25%
Total	100%

Trip Assignment

The directional distribution percentages (Table IV-20) were then disaggregated and assigned to specific routes and intersections within the study area that are expected to be used to access the project site. These project trip assignment percentages, as approved by LADOT, are presented in Figure IV-8.

Applying these percentages to the project trip generations, the net project traffic volumes at the study intersections were determined for the AM and PM peak hours, as shown in Figures IV-9 and IV-10, respectively.

Future Traffic Conditions

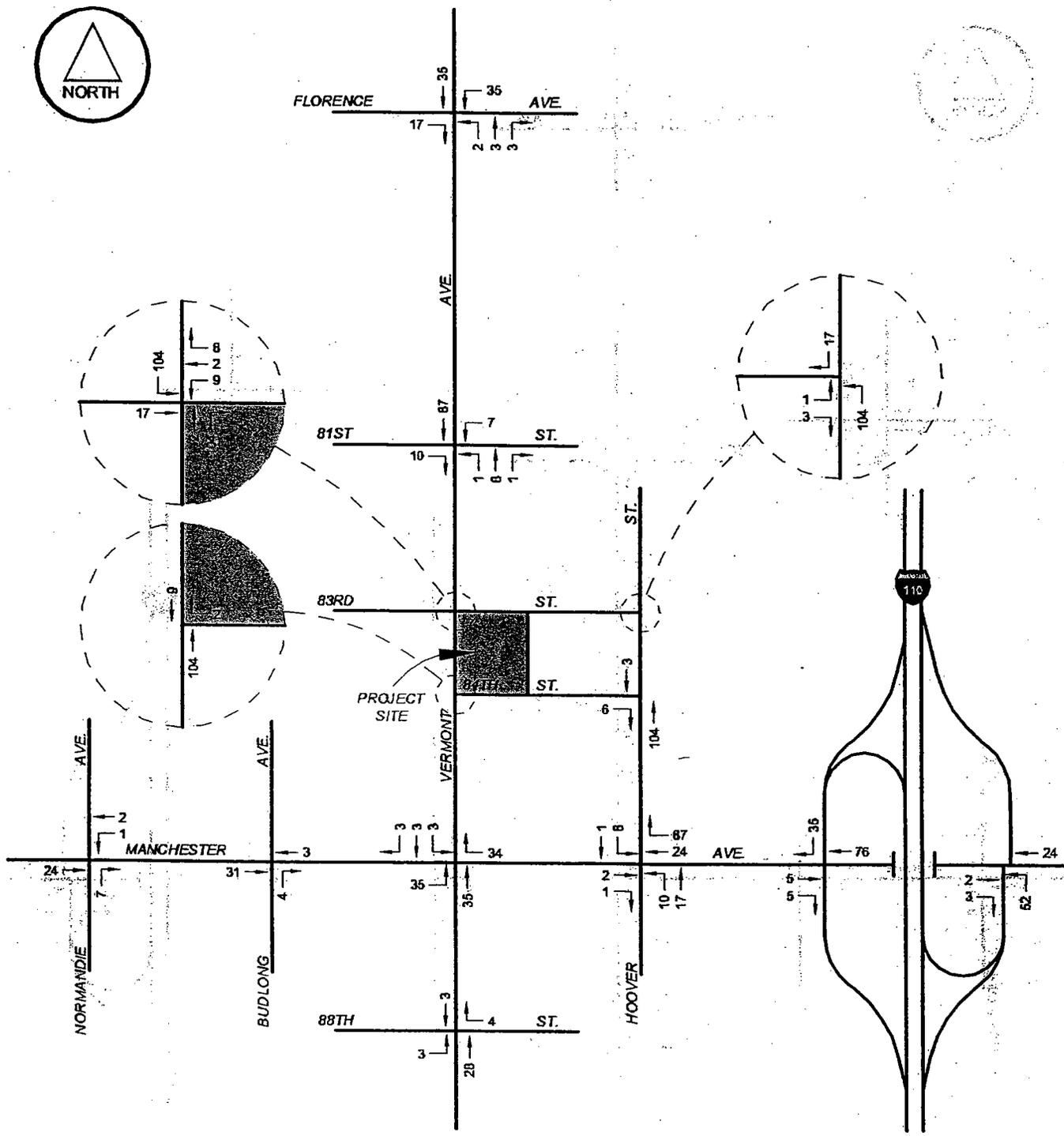
A number of projects are currently under construction or planned for development in the project area that could contribute to traffic volumes in the near future. For this reason, analysis of the future traffic conditions considered the trips expected to be generated by future projects. In order to evaluate future traffic conditions in the project area, as previously described, an analysis of the existing (2004) traffic volumes was first conducted. For the subsequent analysis

of future conditions for the year 2006, an "ambient growth factor" of 1.0 percent per year, compounded annually, was applied to all of the existing turning movement volumes at the 11 study intersections.

The result provides the "baseline" traffic volumes for the analysis of future (2006) conditions. Although the inclusion of the annual growth factor is expected to capture all area traffic increases, for the purposes of providing a conservative analysis, the traffic generated by nearby "related projects" was also added to these future baseline traffic volumes. The total future volumes, including related projects, provide the basis for the "Without Project" condition. Finally, project traffic was analyzed as an incremental addition to the Future (2006) "Without Project" condition to determine the Future (2006) "With Project" condition.

Traffic Growth

Based on analyses of the trends in traffic growth in this area, LADOT has recommended the application of an annual traffic growth factor of 1.0 percent. This 1.0 percent growth factor is used to account for increases in traffic resulting from general traffic growth in the study area and/or potential development projects not yet proposed or outside of the study area. This growth factor, compounded annually, was applied to the 2004 traffic volumes to estimate the future year 2006 baseline volumes.

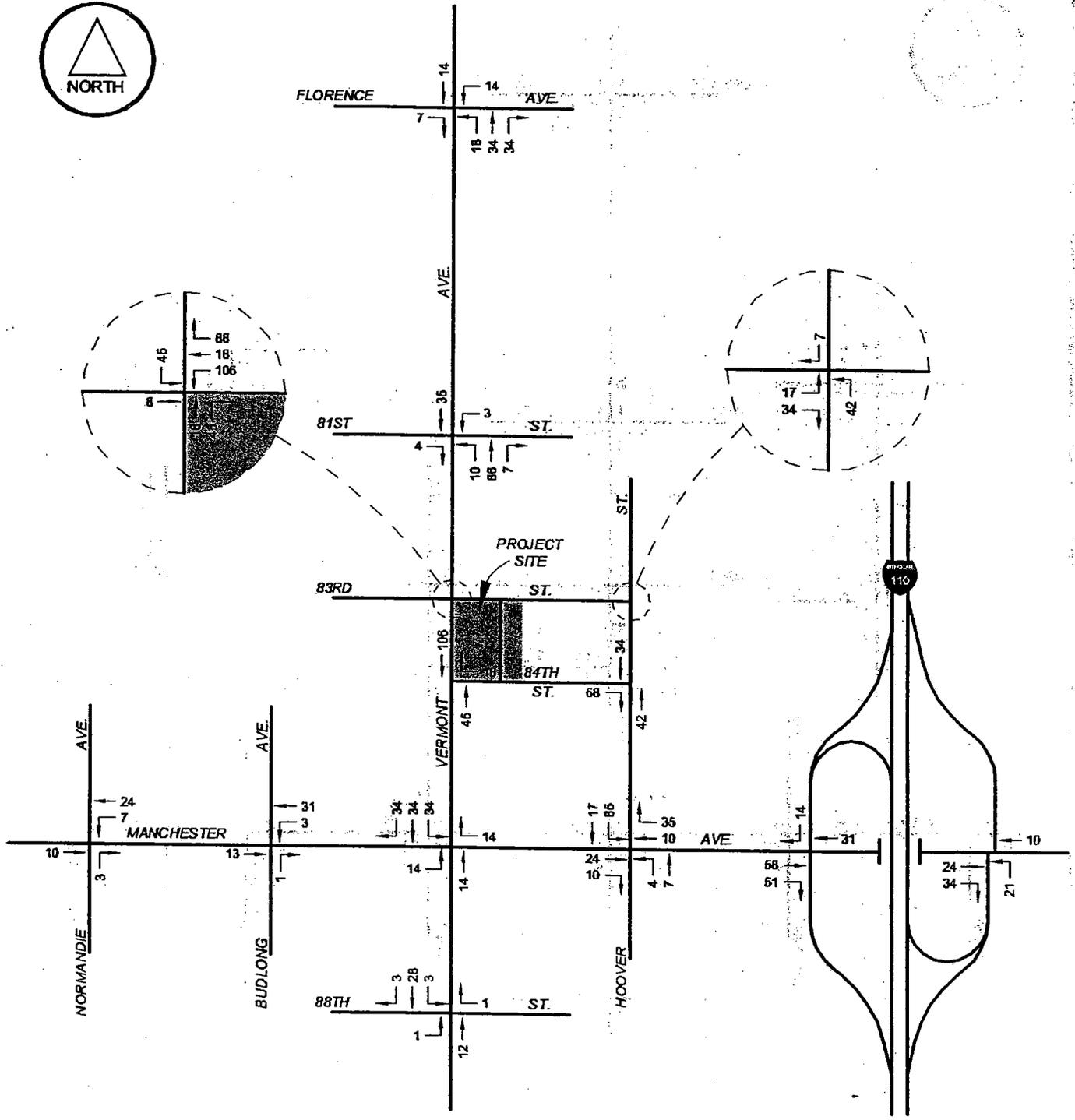


Source: Crain & Associates, December, 2004.



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Figure IV-9
Proposed Project Traffic Volumes (net)
AM Peak Hour



Source: Crain & Associates, December, 2004.



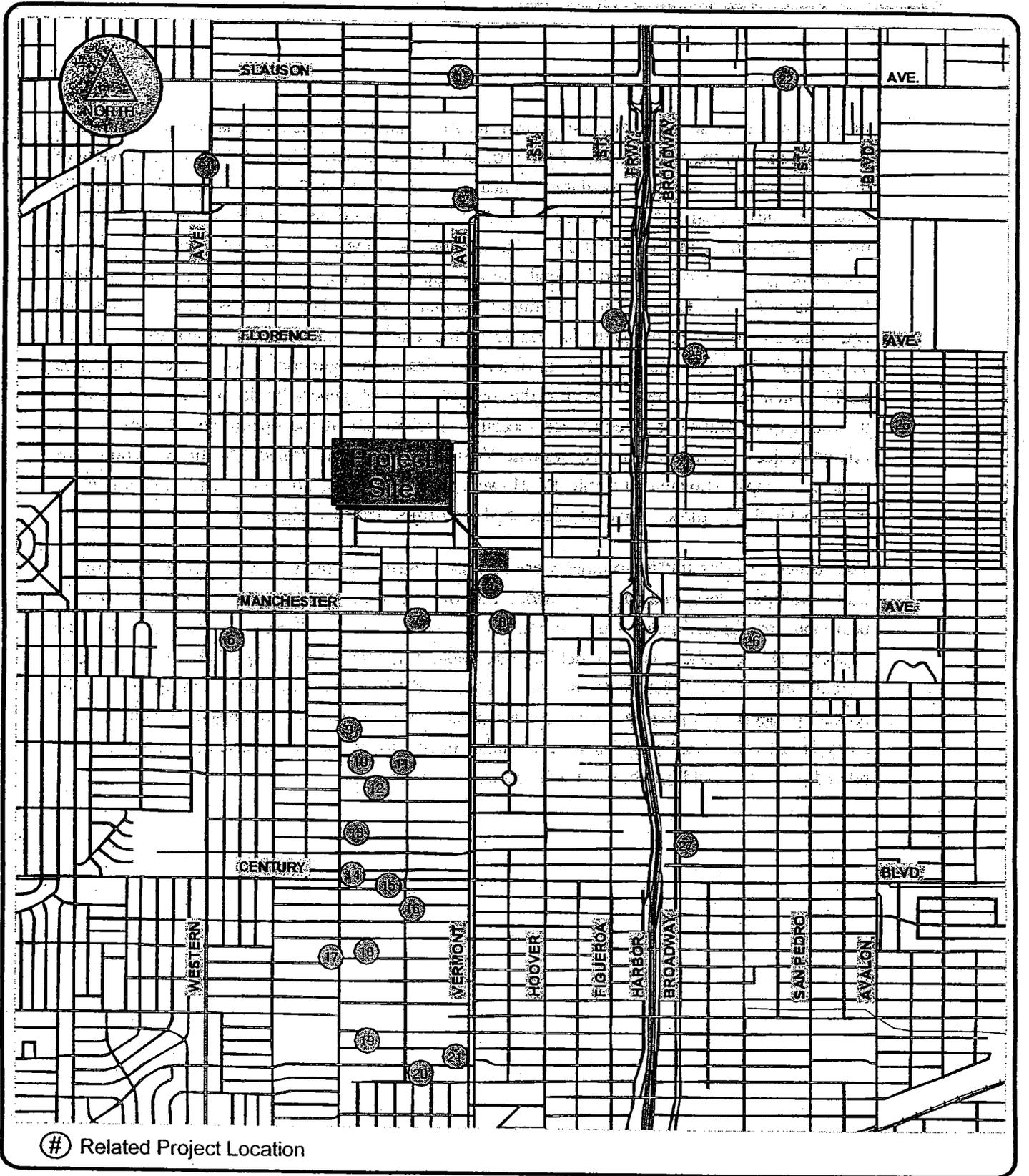
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Figure IV-10
Proposed Project Traffic Volumes (net)
PM Peak Hour

Related Projects

In addition to the use of the ambient growth factor, a listing of potential related projects located within an approximate 1.5 radius of the project site was obtained from LADOT. A review of this information currently available indicated that 27 related projects could potentially contribute substantial traffic volumes to the 11 study intersections. The locations of the related projects are shown in Figure IV-11. The number of trips expected to be generated by the related projects was determined by applying the appropriate trip generation rates and equations from the ITE Trip Generation, 7th Edition manual, 1997. These trip generation rates and equations are contained on pages 32 and 33 of the Traffic Impact Report, which can be found as Appendix I to this Initial Study. In order to estimate the potential "worst case" future area traffic conditions, trip estimates for the related projects generally do not include passby, internal trip or transit trip reductions, because specifics about the operations of many of the related projects are unknown. To evaluate Year 2006 "Without Project" traffic conditions, the peak hour trips estimated in Table IV-21 were assigned to the area circulation system, using methods similar to those previously described for project traffic assignment.

The related projects traffic volumes were then combined with the growth-factored, background traffic volumes described in the previous section, resulting in Year 2006 "Without Project" peak-hour traffic estimates (see Figures IV-12 and IV-13). These estimates are then the "benchmark" volumes used in determining project traffic impacts upon the street system. Actual future traffic volumes in the study area could be substantially less as the timing of the related projects' completion, if at all, is speculative. However, to present a conservative analysis, all the related projects were included in this traffic analysis, assuming none of these related projects would implement traffic reduction programs.



Related Project Location

Source: Crain & Associates, December, 2004.



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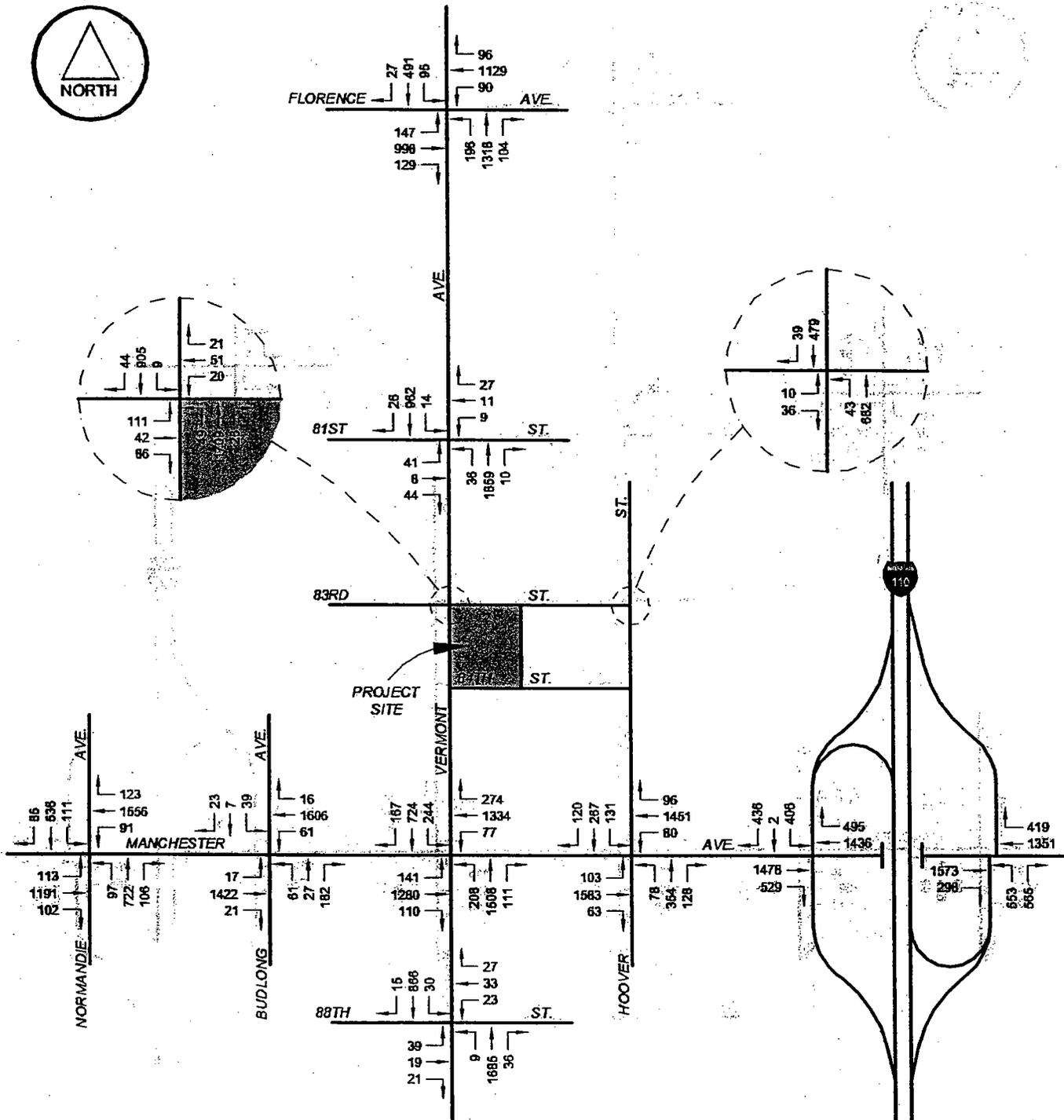
Figure IV-11
Related Projects Locations

Table IV-21
Related Projects Description and Trip Generation

Map No.	Size	Unit	Description	Location/Address	Daily	AM Peak Hour		PM Peak Hour		Total	
						In	Out	In	Out		
1	3,700	sf	Fast-food Restaurant	5837 S. Vermont Avenue	1,836	100	97	197	67	61	128
2	1	stall	Car Wash	6219 S. Vermont Avenue	108	4	4	8	3	3	6
	1	du	Apartment		7	0	1	1	0	1	1
	1,745	sf	Fast-food Restaurant		866	47	46	93	31	29	60
Related Project No. 2 Subtotal					981	51	51	102	34	33	67
3	115,000	sf	Furniture Show Room	5955 S. Western Avenue	582	13	7	20	24	29	53
4	163	du	Condominiums	Vermont Avenue and	955	12	60	72	57	28	85
	81,980	Sf	Shopping Center	Manchester Avenue	5,968	85	54	139	264	285	549
Related Project No. 4 Subtotal					6,923	97	114	211	321	313	634
5	7,000	sf	Community Recreation Center	7020 S. Figueroa Street	160	7	4	11	3	8	11
6	207	du	Senior Housing	87 th Street and Harvard Boulevard	720	7	10	17	14	9	23
7	3,152	sf	Fast-food Restaurant	1148 Manchester Avenue	1,564	85	82	167	57	52	109
8	380	students	Primary School	8621 S. Baring Cross Street	490	88	72	160	48	58	106
9	1	du	Single-Family Residences	1351 W. 92 nd Street	10	0	1	1	1	0	1
10	2	du	Condominiums	1346 W. 93 rd Street	12	0	1	1	1	0	1
11	2	du	Condominiums	1228 W. 93 rd Street	12	0	1	1	1	0	1
12	2	du	Condominiums	1310 W. 94 th Street	12	0	1	1	1	0	1
13	1	du	Single-Family Residence	1347 W. 96 th Street	10	0	1	1	1	0	1
14	2,122	sf	Gas Station w/ convenience store	1347-1359 W. Century Boulevard	1,794	48	49	97	64	65	129

Map No.	Size	Unit	Description	Location (Address)	Daily	AV Peak Hour			PM Peak Hour		
						In	Out	Total	In	Out	Total
15	2	du	Apartment	1237 W. 101 st Street	13	0	1	1	1	0	1
16	2	du	Single-Family Residences	10216 S. Budlong Avenue	19	0	2	2	1	1	2
17	24	du	Apartment	1435 W. 105 th Street	161	2	10	12	10	5	15
18	41	du	Single-Family Residences	1307-1327 W. 105 th Street	143	1	2	3	3	2	5
19	3	du	Condominiums	1307 W. 109 th Street	18	0	1	1	1	1	2
20	2	du	Condominiums	11137 Budlong Avenue	12	0	1	1	1	0	1
21	4	du	Apartment	11029 S. Vermont Avenue	27	0	2	2	2	0	2
22	447,500	sf	Office Park	Slauson Avenue & Los Angeles Street	12,949	880	109	989	395	880	1,275
23	41,700	sf	Youth Center	7651 Central Avenue	3,305	283	250	533	258	292	550
24	16	du	Apartment	7800 S. Broadway Avenue	108	2	6	8	6	4	10
25	2,743	sf	Fast-food Restaurant	256 E. Manchester Avenue	1,361	74	72	146	49	46	95
	8,919	sf	Retail		395	6	5	11	11	13	24
Related Project No. 25 Subtotal					1,756	80	77	157	60	59	119
26	66	du	Apartment	Main Street between 87 th Street and 88 th Street	444	7	27	34	27	14	41
27	90	du	Condominiums	94 th Street and Broadway	527	7	33	40	31	16	47

Notes: Project size estimated using LADOT related projects list and du=dwelling unit

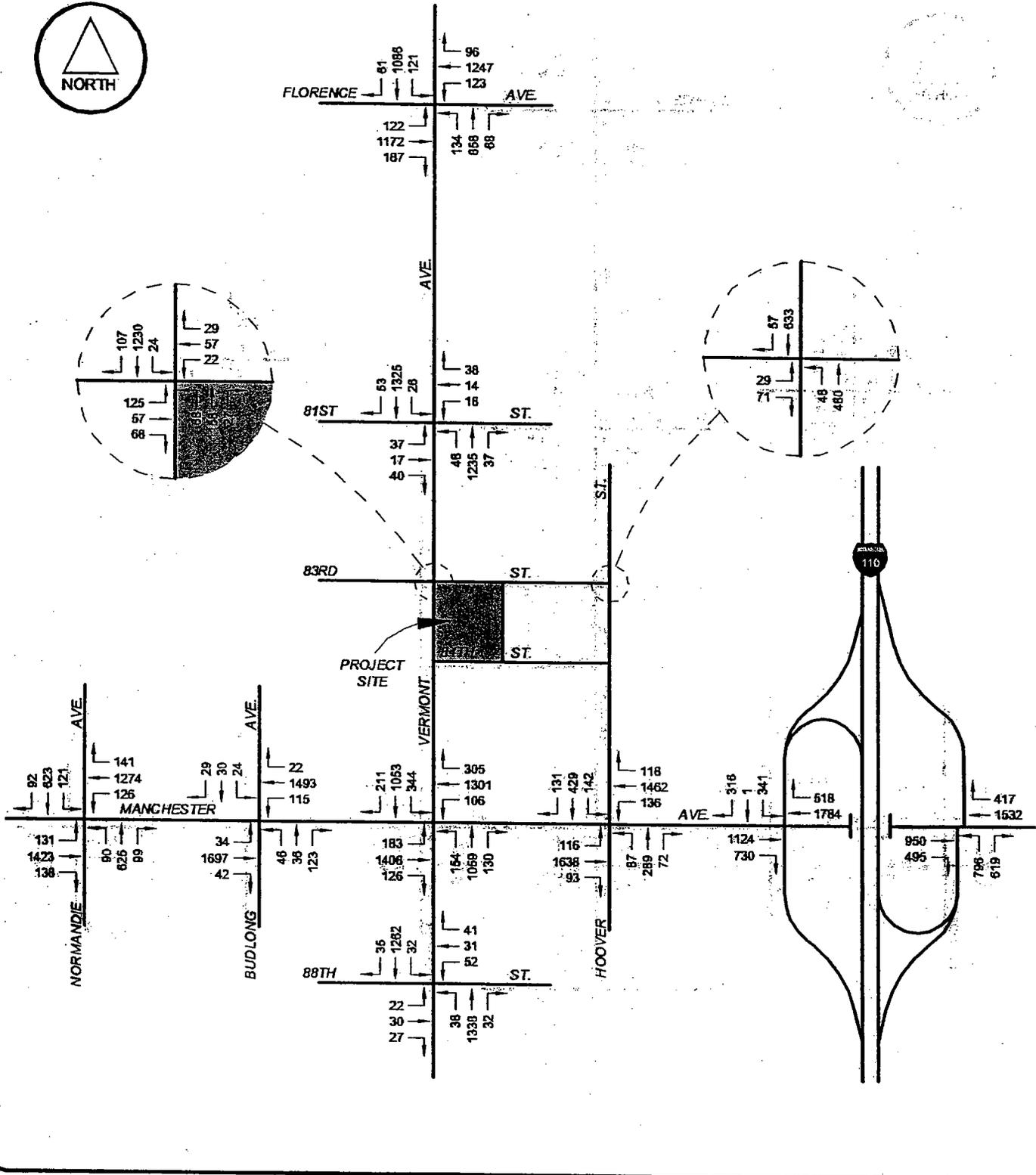


Source: Crain & Associates, December, 2004.



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Figure IV-12
Future (2006) Traffic Volumes-Without Project
AM Peak Hour



Source: Crain & Associates, December, 2004.



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Figure IV-13
Future (2006) Traffic Volumes-Without Project
PM Peak Hour

Analysis of Future (2006) Traffic Conditions, Without and With Project

The analysis of future conditions in the project area was performed using the same CMA procedures described previously in this report. Traffic volumes for this analysis were developed as follows:

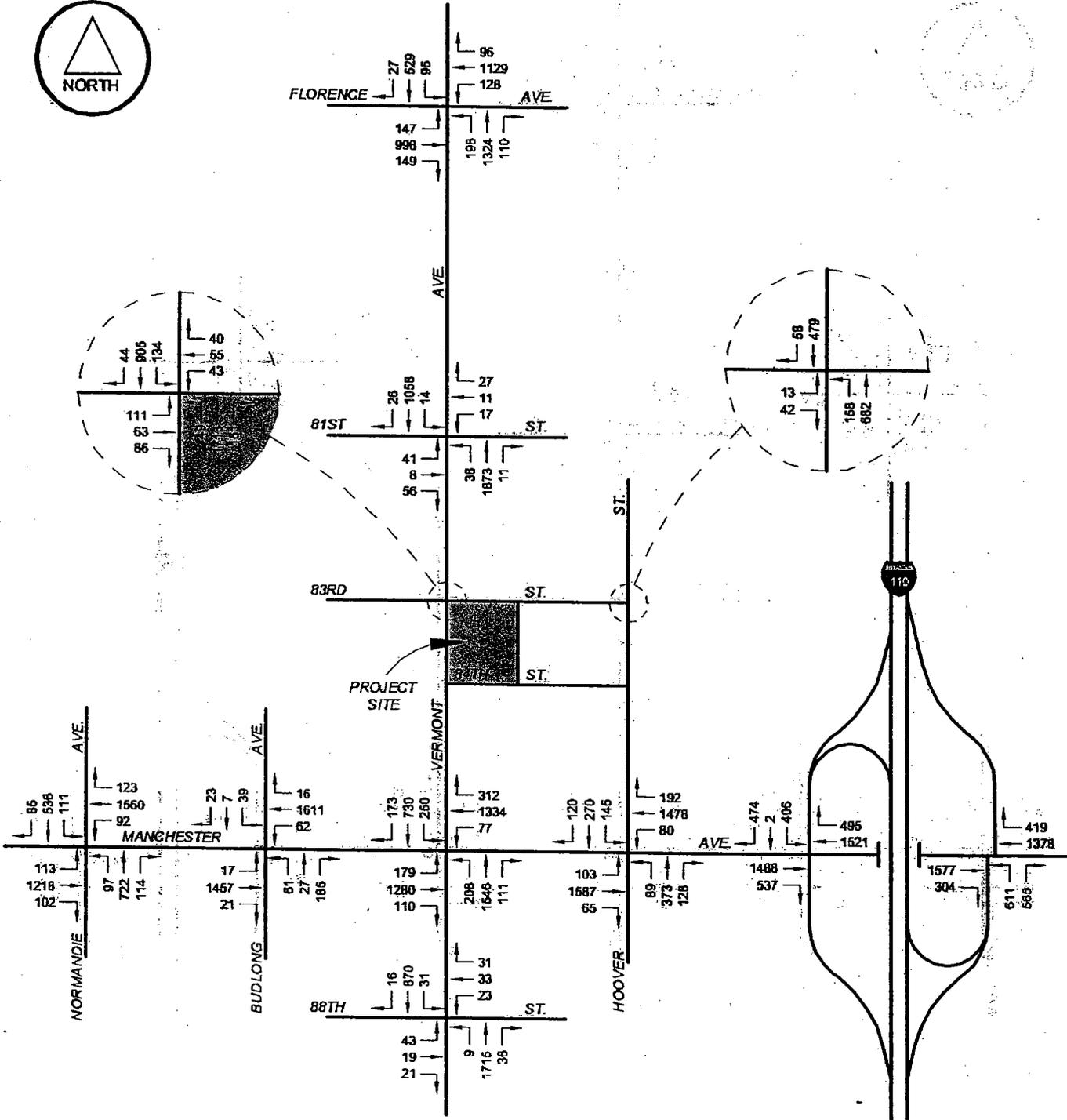
- As described earlier in the report, future year 2006 benchmark traffic volumes for the "Without Project" condition were determined by combining the area ambient traffic growth with traffic generated by the 27 identified related projects.
- Traffic volumes generated by the proposed project, as determined earlier, were then added to the above benchmark volumes to determine traffic impacts directly attributable to the proposed development.

The future 2006 traffic volumes for the "Without Project" condition are shown in Figures IV-12 and IV-13. Traffic volumes for the Future (2006) "With Project" conditions are shown in Figures IV-14 and IV-15. The results of the CMA of future traffic conditions at the study intersections are summarized in Table IV-22.

Table IV-22
Critical Movement Analysis (CMA) and Level of Service (LOS) Summary
Future (2006) Traffic Conditions - Without and With Project

No.	Intersection	Peak Hour	Without Project		With Project		
			CMA	LOS	CMA	LOS	Impact
1.	Florence Avenue and Vermont Avenue	AM	0.749	C	0.752	C	0.003
		PM	0.728	C	0.754	C	0.026
2.	81 st Street and Vermont Avenue	AM	0.493	A	0.509	A	0.016
		PM	0.413	A	0.432	A	0.019
3.	83 rd Street and Vermont Avenue	AM	0.564	A	0.705	C	0.141*
		PM	0.524	A	0.639	B	0.115
4.	83 rd Street and Hoover Street	AM	0.295	A	0.405	A	0.110
		PM	0.329	A	0.393	A	0.064
5.	Manchester Avenue and Normandie Avenue	AM	0.729	C	0.732	C	0.003
		PM	0.683	B	0.691	B	0.008
6.	Manchester Avenue and Budlong Avenue	AM	0.508	A	0.511	A	0.003
		PM	0.546	A	0.551	A	0.005
7.	Manchester Avenue and Vermont Avenue	AM	0.955	E	1.004	F	0.049*
		PM	0.953	E	0.994	E	0.041*
8.	Manchester Avenue and Hoover Street	AM	0.673	B	0.715	C	0.402*
		PM	0.693	B	0.761	C	0.068*
9.	Manchester Avenue and I-110 SB Ramps	AM	0.543	A	0.557	A	0.014
		PM	0.548	A	0.581	A	0.033
10.	Manchester Avenue and I-110 NB Ramps	AM	0.572	A	0.591	A	0.019
		PM	0.678	B	0.685	B	0.007
11.	88 th Street and Vermont Avenue	AM	0.484	A	0.497	A	0.013
		PM	0.423	A	0.429	A	0.006

* Indicates a significant impact prior to mitigation.

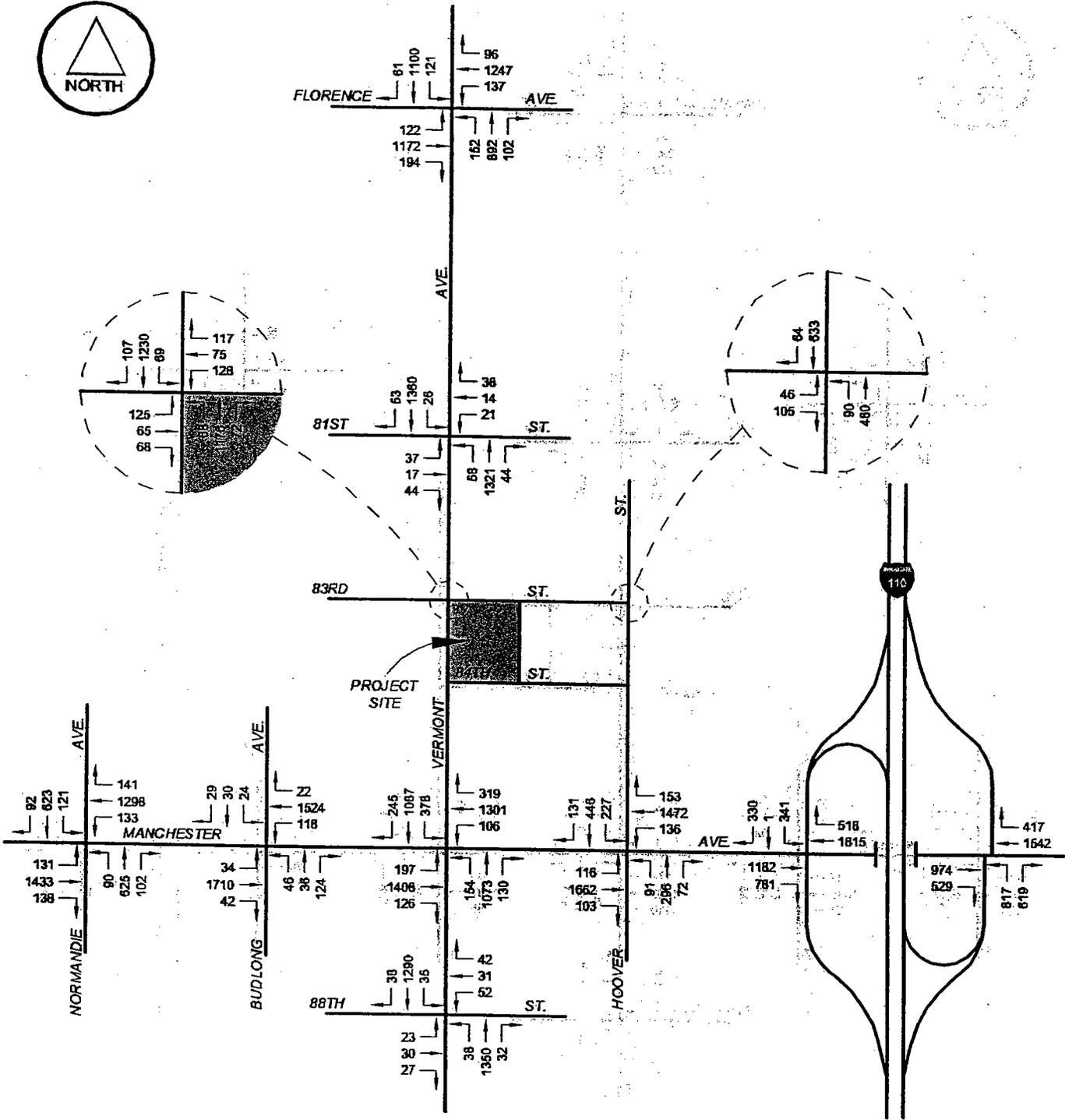


Source: Crain & Associates, December, 2004.



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Environmental Planning and Research

Figure IV-14
Future (2006) Traffic Volumes-With Project
AM Peak Hour



Source: Crain & Associates, December, 2004.



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Environmental Planning and Research

Figure IV-15
Future (2006) Traffic Volumes-With Project
PM Peak Hour

Project Intersection Impacts

The City of Los Angeles defines a significant intersection traffic impact based on a "stepped scale", with intersections at high volume-to-capacity ratios being more sensitive to additional traffic than intersections operating with more available capacity. According to LADOT policy, a significant impact is identified as an increase in the CMA value (i.e., V/C ratio), due to project-related traffic, of 0.010 or more when the final ("with project") Level of Service is E or F, a CMA increase of 0.020 or more when the final Level of Service is LOS D, or an increase of 0.040 or more at LOS C. No significant impacts are deemed to occur at LOS A or B, as these operating conditions exhibit sufficient surplus capacities to accommodate large traffic increases with little effect on traffic delays. These criteria are summarized in Table IV-23 below.

Table IV-23

LADOT Criteria for Significant Traffic Impact

LOS	Final CMA Value	Project-Related Increase in CMA Value
C	0.700 – 0.800	equal to or greater than 0.040
D	> 0.800 – 0.900	equal to or greater than 0.020
E, F	> 0.900	equal to or greater than 0.010

Prior to the addition of traffic generated by the proposed project, 10 of the 11 study intersections are operating at LOS C or better during both peak hours, except for the intersection of Manchester Avenue and Vermont Avenue, which is operating at LOS D during the AM peak hour and LOS C during the PM peak hour. The addition of traffic generated by the proposed project would increase the CMA value at all 11 study intersections during one or both peak hours; however, the LOS would change at only five of the study intersections: (1) the intersection of Florence Avenue and Vermont Avenue would change from LOS B to LOS C during the PM peak hour; (2) the intersection of 83rd Street and Hoover Street would change from LOS A to LOS C during the AM peak hour and LOS A to LOS B during the PM peak hour; (3) the intersection of Manchester Avenue and Normandie Avenue would change from LOS B to LOS C during the AM peak hour; (4) the intersection of Manchester Avenue and Vermont Avenue would change from LOS D to LOS F during the AM peak hour and LOS C to LOS E during the PM peak hour; and (5) the intersection of Manchester Avenue and Hoover Street would change from LOS B to LOS C during both the AM and PM peak hours.

Based on these criteria and as shown in Table IV-22, the proposed project is anticipated to significantly impact three study intersections during one or both peak hours prior to mitigation. Therefore, mitigation measures are required to reduce the potentially significant impact to a less-than-significant level.

Mitigation Measures

As indicated in the preceding intersection analysis, traffic from the proposed project is expected to significantly impact the following three intersections:

- 83rd Street and Vermont Avenue (AM peak hour)
- Manchester Avenue and Vermont Avenue (AM/PM peak hour)
- Manchester Avenue and Hoover Avenue (AM/PM peak hour)

To mitigate these impacts, the following mitigation measures are recommended:

- 15-1. 83rd Street and Vermont Avenue- Contribute to the installation of the City of Los Angeles' Adaptive Traffic Control System (ATCS) for traffic signal control. This traffic signal coordination system monitors traffic demands throughout the network on which it is installed, and adjusts traffic signal timing and signal phasing in real time to maximize capacity and decrease delay.
- 15-2. Manchester Avenue and Vermont Avenue- Remove the median island and restripe the roadway to add a second left-turn only lane to both the northbound and southbound directions, and modify the signal to reflect this change.
- 15-3. Manchester Avenue and Hoover Street- Contribute to the installation of the City of Los Angeles' ATCS for traffic signal control.

Table IV-24 below indicates that with implementation of the recommended mitigation measures above, all potentially significant traffic impacts associated with the proposed project would be reduced to a less-than-significant level.

Table IV-24
Critical Movement Analysis (CMA) and Level of Service (LOS) Summary
Future (2006) Traffic Conditions - Without and With Mitigation

No.	Intersection	Peak Hour	Without Project		With Project			With Project Plus Mitigation		
			CMA	LOS	CMA	LOS	Impact	CMA	LOS	Impact
3.	83 rd Street and Vermont Avenue	AM	0.564	A	0.705	C	0.141*	0.605	B	0.041
		PM	0.524	A	0.639	B	0.115	0.539	A	0.15
7.	Manchester Avenue and Vermont Avenue	AM	0.955	E	1.004	F	0.049*	0.925	E	-0.030
		PM	0.953	E	0.994	E	0.041*	0.875	D	-0.078
8.	Manchester Avenue and Hoover Street	AM	0.673	B	0.715	C	0.402*	0.685	B	0.012
		PM	0.693	B	0.761	C	0.068*	0.731	C	0.038

* Indicates a significant impact prior to mitigation.

Option B

Potentially Significant Unless Mitigation Incorporated. The dimensions, gross/net building floor area and land uses under Option B would be the same as those of the proposed project. Therefore, the same number of employees and patrons would be traveling to and from the project site under Option B as would be under the proposed project. However, compared to the proposed project, Option B would differ in the orientation of the proposed structures within the project site. As a result, the ingress/egress points under Alternative B would be different from the proposed project. Option B would keep the proposed project's ingress and egress point from 83rd Street; however, it would eliminate the egress point from the proposed north-south orientated alley. Rather, Option B would add a second ingress/egress point on 84th Street.

In analyzing traffic impacts, the location and operation of the parking structure and access points are critical factors.⁶³ Similar to the proposed project, traffic coming from the north would continue to enter the parking structure along 83rd Street under Option B. However, under Option B, traffic coming from the south would enter the parking structure along 84th Street, rather than entering along 83rd Street, as would occur under the proposed project. The added ingress/egress point along 84th Street would reduce the amount of northbound right-turns on Vermont Avenue at 83rd Street, and northbound left-turns on Hoover Street at 83rd Street,

⁶³ Written correspondence with George Rhyner, Senior Transportation Engineer, Crain & Associates, December 17, 2004 (see Appendix J).

which would reduce the number of trips associated with these intersections as compared to the proposed project.⁶⁴ However, these impacts would not be reduced to a less-than-significant level. The traffic impacts to the other study intersections would remain the same under Option B and the proposed project. Consequently, at a minimum, the traffic impacts under Option B would be similar to those under the proposed project.⁶⁵ In addition, Option B would be required to implement Mitigation Measures 15-1 through 15-3. With implementation of these mitigation measures, the traffic impacts associated with Option B would be mitigated to a less-than-significant level. As such, Option B and the proposed project would experience similar traffic impacts.

- b) **Would the project exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?**

A significant impact may occur where adopted California Department of Transportation (CALTRANS) and Metropolitan Transit Authority (MTA) thresholds for a significant project impact are exceeded.

Proposed Project

Less Than Significant Impact. In accordance with MTA Congestion Management Program (CMP) Transportation Impact Analysis (TIA) requirements, the potential impacts of the proposed project on the CMP freeway monitoring locations and CMP arterial intersection monitoring stations are evaluated below.

The Congestion Management Program (CMP) was enacted by the State Legislature following the passage of Proposition 111 in 1990. The purpose of the CMP is to address the impact of local growth on the regional transportation system. The Los Angeles County Metropolitan Transportation Authority (MTA), the local CMP agency, has designated a highway network that includes all state highways and principal arterials within the County, along with traffic monitoring locations. Local jurisdictions are required to monitor the Level of Service standards at the designated locations within this network. If LOS standards deteriorate, then local jurisdictions must prepare a deficiency plan to be in conformance with the countywide plan.

⁶⁴ *Ibid.*

⁶⁵ *Ibid.*

CMP Arterial Intersection Analysis

The local CMP requires that all CMP intersections be analyzed where a project would likely add 50 or more trips during the peak hours. There are currently a total of six arterial CMP monitoring intersections located within approximately four miles of the project site:

- Manchester Boulevard and La Brea Avenue
- Manchester Boulevard and Crenshaw Boulevard
- Manchester Avenue and Vermont Avenue
- Manchester Avenue and Avalon Boulevard
- Slauson Avenue and Alameda Street
- Firestone Boulevard and Alameda Street

A review of the project trip distribution and net project traffic additions to the study vicinity shows that the proposed project would only add 50 or more trips to the intersection of Manchester Avenue and Vermont Avenue. As this intersection is already analyzed and has recommended mitigation to reduce the impact of the intersection to a less-than-significant level, no further CMP intersection analysis is required. Therefore, a less-than-significant impact with respect to arterial intersections would occur.

CMP Freeway Analysis

The MTA CMP program states that a CMP freeway analysis must be conducted if 150 or more trips attributable to the proposed development are added to a mainline freeway monitoring location in either direction during the AM or PM peak hour.

Three key freeway segments in the project vicinity were identified as CMP freeway monitoring stations: (1) Interstate 105 between Crenshaw Boulevard and Vermont Avenue, (2) Interstate 110 at Slauson, and (3) Interstate 105 at Manchester Avenue. As shown previously in Figures IV-9 and IV-10, the project results in less than 1250 directional vehicles per hour during both the AM and PM peak hours. Therefore, no further traffic analysis on CMP mainline freeway monitoring location is required and CMP freeway impacts are considered to be less than significant.

Option B

Less Than Significant Impact. The dimensions, gross/net building floor area and land uses under Option B would be the same as those of the proposed project. As such, the number of vehicle trips generated by Option B would be similar to the proposed project, with the exception of the northbound right-turns on Vermont Avenue at 83rd Street and northbound left-turns on Hoover Street at 83rd Street.⁶⁶ Under Option B, these two intersections would experience fewer vehicle trips compared to the proposed project.

The only CMP intersection which would add 50 or more trips is Manchester at Vermont. This intersection is already included as one of the 11 study intersections; therefore, under Option B, no further CMP analysis is required. In addition, there are no freeway segments under Option B in the project vicinity that would add 150 or more vehicle trips. Consequently, the CMP intersection and freeway impacts under Option B would be similar to the proposed project.

- c) **Would the project result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?**

This question would apply to a project only if it were an aviation-related use or would interfere with air traffic patterns.

Proposed Project

No Impact. The proposed project does not include any aviation-related use nor is it located in an airport land use plan. Therefore, no impact would occur.

Option B

No Impact. The project site boundaries under Option B are the same as under the proposed project. In addition, the land uses under Option B do not deviate from the proposed project. Therefore, Option B would not include any aviation-related use nor be located in an airport land use plan and no impact would occur. Consequently, Option B would have a similar impact as the proposed project.

- d) **Would the project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?**

A significant impact may occur if a project includes new roadway design or introduced a new land use or project features into an area with specific transportation requirements and

⁶⁶ *Ibid.*

characteristics that have not been previously experienced in that area, or if project access or other features were designed in such a way as to create hazard conditions.

Proposed Project

No Impact. Project ingress and egress into the proposed parking structure would be provided by 83rd Street. In addition, a second egress point would be located in the proposed east-west orientated alleyway. In order to accommodate the ingress and egress points, the proposed project would reconstruct the roadway segments adjacent to the project site, in addition to the two alleyways located within the project site. As part of the South Central Los Angeles Community Plan, 83rd Street is classified as a local street. According to the standards set by the City of Los Angeles Bureau of Engineering, an additional 8.5 feet of right-of-way would be dedicated to the existing 83rd Street right-of-way, which is adjacent to the project site. This would result in a 30-foot wide, half-street right-of-way. The roadway itself would be widened by 4.5 feet, to provide an 18-foot wide, half-roadway.

As part of the South Central Los Angeles Community Plan, the portion of Vermont Avenue near the project site is classified as a collector street. Currently, Vermont Avenue is 87.5 feet wide, a half-street right-of-way, which includes half of the main roadway, as well as, the entire east frontage roadway. In 2001, an agreement was reached for a previous proposed project, which included the project site. Under the terms of that agreement all existing uses on the project site that utilize on-street parking and frontage road access along Vermont Avenue would be removed. In addition, the frontage roadway and separator island would also be removed and 30.5-foot right-of-way would be vacated. The proposed project would abide to the provisions of this agreement.

The proposed project would also require the vacation of the alley segments located within the project site. The vacations would include the north-south orientated alley segment which runs between 83rd and 84th Streets, as well as the segment of the east-west orientated alley, which parallels 83rd and 84th Streets. The north-south orientated alley would be replaced by a new alley to be dedicated along the eastern portion of the project site. The existing east-west orientated alley would therefore be shortened and terminated at the new north-south orientated alley. Standard corner cuts would be provided at this intersection. Some adjustments to the project site plan may be required, but these adjustments are not anticipated to affect the project size or access locations.

Overall, only minimal roadway modifications are needed to serve the proposed project and no hazardous design features would be introduced into the project area. Furthermore, the proposed project would consist of an office use, fast-food restaurant use and parking structure,

all of which are not considered new land uses to the project area. Therefore, no impacts related to an increase in hazards due to project design features would occur.

Option B

No Impact. Compared to the proposed project, Option B would differ in the orientation of the proposed structures within the project site. As a result, the ingress and egress points under Option B would also be different. Option B would keep the proposed ingress/egress point along 83rd Street; however, it would introduce a second egress/ingress point along 84th Street. However, minimal roadway modifications would be needed to serve Option B, resulting in no hazardous design features being introduced into the project area. Furthermore, the land uses associated with Option B are similar to the proposed project. Therefore, under Option B, no impacts related to an increase in hazards due to design features would occur. Consequently, the proposed project and Option B would have a similar impact.

e) **Would the project result in inadequate emergency access?**

A significant impact may occur if a project design would not provide emergency access meeting the requirements of the LAFD, or in any other way threatened the ability of emergency vehicles to access and serve the project site or adjacent uses.

Proposed Project

No Impact. As described in Section 13(a) (Fire Protection), Mitigation Measures, adequate emergency access would be provided by the proposed project. Furthermore, as discussed in Section 15(d), no inadequacies in site access have been identified by the Traffic Impact Report (Appendix I). Furthermore, with implementation of the mitigation measure identified in Section 15(a), adequate project access and circulation would be ensured. Therefore, no impact would occur.

Option B

No Impact. Compared to the proposed project, Option B would differ in the orientation of the proposed structures within the project site. However, similar to the proposed project, with implementation of the mitigation measures identified in Section 13(a) (Fire Protection), adequate emergency access would be ensured under Option B. Furthermore, with implementation of the mitigation measure identified in Section 15(a), adequate project access and circulation would be ensured under Option B. Therefore, under Option B, no impacts related to an inadequate emergency access would occur. Consequently, the proposed project and Option B would have a similar impact.

f) Result in inadequate parking capacity?

A significant impact would occur if the proposed project resulted in inadequate parking capacity based upon County Code requirements.

Proposed Project

No Impact. The County's parking requirement for the proposed project is 4.5 spaces per 1,000 square feet of rentable space. The proposed project would provide 220,000 gross square feet, 200,000 of which would be rentable. Therefore, under the County requirements, the proposed project would be required to provide 900 ($4.5 \times (200,000 \div 1,000)$) parking spaces. Under the LAMC, the parking requirement for a redevelopment area is two spaces per 1,000 square feet (or 40072 spaces); however the County requirement provides more parking than the redevelopment area requirement. The proposed project would provide the required 900 parking spaces, and therefore, no impact would occur.

Option B

No Impact. Compared to the proposed project, Option B would differ in the orientation of the proposed structures within the project site. The dimensions, gross/net building square floor area, and land uses under Option B would be the same as those of the proposed project. Therefore, similar to the proposed project, Option B would also provide 900 parking spaces, meeting the requirements of Los Angeles County. As such, no impact would occur. Consequently, the proposed project and Option B would have a similar impact.

g) Would the project conflict with adopted policies, plans, or programs supporting Option transportation (e.g., bus turnouts, bicycle racks)?

A significant impact may occur if a project would conflict with adopted policies or involve modification of existing Option transportation facilities located on- or off-site.

Proposed Project

No Impact. As an office development, the proposed project is not expected to conflict with adopted policies, plans or programs supporting Option transportation. The following is a discussion of the existing public transportation, which serves the project site, none of which would be altered.

The Los Angeles County Metropolitan Transportation Authority (MTA) and City of Los Angeles Department of Transportation (LADOT) provide the existing public transit service in the vicinity of the project site. The MTA has developed an extensive system of Metrolink and

bus routes serving the South Central Los Angeles area. The light-rail Green and Blue Lines are located approximately two miles south and east of the project, respectively. In addition, several MTA bus routes are within reasonable walking distance of the project site, which could be utilized by employees and patrons of the proposed project. The LADOT also operates one line in the vicinity of the project site. When transfer opportunities between lines are utilized, much of the Los Angeles metropolitan area is within reach via the train and/or bus routes readily available near the project site.

The following transit lines serve the study area:

Metrolink Blue Line - The Blue Line is accessible via the Firestone Station, which is approximately two miles east of the project site. This north-south orientated line extends from the 7th/Metro Center stop, through Downtown Los Angeles, and terminates at the Transit Mall Station in Long Beach. The project site is connected to the Blue Line via the MTA bus line 115/315. At the 7th/Metro Center stop, located at the intersection of 7th Street and Figueroa Street, the Blue Line links with the Red and Gold Lines, providing access to North Hollywood, Universal City, Wilshire District, Union Station and Pasadena. In addition, at the Imperial/Wilmington stop, the Blue Line links with the Green Line, providing access to Redondo Beach, LAX and Lakewood. The Blue Line operates between 5:00 am to 1:00 am.

Metrolink Green Line - The Green Line is accessible via the Vermont Station, which is approximately three miles south of the project site. This east-west orientated line extends from Manhattan Beach, through South Los Angeles, and terminates in Norwalk. The project site is connected to the Green Line via the MTA bus lines 204 and 754. At the Imperial/Wilmington stop, the Green Line links with the other three existing rail lines, providing access to Downtown Los Angeles, Long Beach, Redondo Beach, Hollywood, and Pasadena. The Green Line operates between 5:00 am and 12:00 am.

Line 115/315 - Line 115/315 is an east-west orientated bus route that provides service along Manchester Avenue in the project area. The line extends from Playa Del Rey to the west, through Westchester, Inglewood, South Los Angeles, South Gate, Downey and terminates in Norwalk. Line 115/315 operates between 4:40 am and 12:10 am on non-holiday weekdays, with approximately five to 10-minute headways during the peak periods. Line 115/315 also provides limited service on weekends and holidays. The nearest Line 115/315 stop to the project site is located at the Manchester/Vermont intersection.

Line 204 - Line 204 is a north-south oriented bus route that provides service along Vermont Avenue from Downtown Los Angeles to south of Interstate 105. Line 204 operates 24-hours a day on non-holiday weekdays, with approximately 10-minute headways during peak periods.

Line 204 also provides limited service on weekends and holidays. The nearest Line 204 stop to the project site is located at the Vermont/83rd Street intersection.

Line 442 - Line 442 is a north-south oriented bus route that provides service along Figueroa Street and Manchester Avenue in the project area. Line 442 extends from Downtown Los Angeles to the South Bay Galleria Transit Station, and serves the Downtown Los Angeles, South Los Angeles, Inglewood, Hawthorne, Lawndale, Torrance and Redondo Beach areas. Line 442 operates Monday through Friday during peak commute periods, with approximately 20- to 35-minute headways. The nearest Line 442 stop to the project site is located at the Manchester/Vermont intersection.

Line 754 - Line 754 is a north-south oriented bus route providing Metro Rapid priority service along Vermont Avenue from Downtown Los Angeles to south of Interstate 105. Line 754 operates from 5:10 am to 9:00 pm on non-holiday weekdays, with approximately five to 10-minute headways during peak periods. Line 754 also provides limited service on weekends and holidays. The nearest Line 754 stop to the project site is located at the Manchester/Vermont intersection.

DASH Vermont/Main - LADOT's DASH Vermont/Main route provides loop service along Vermont Avenue, Century Boulevard, Main Street, Gage Avenue, Hoover Street and Slauson Avenue in South Los Angeles. The route operates from 7:00 am to 7:00 pm on non-holiday weekdays, with approximately five to 10-minute headways during peak periods. DASH Vermont/Main also provides limited service on weekends and holidays. The nearest DASH Vermont/Main stop is located at the Vermont/83rd Street intersection.

The proposed project is not expected to conflict with adopted policies, plan, or programs supporting Option transportation. Furthermore, as discussed above, several routes operated by the MTA and the LADOT are within walking distance to the project site. Therefore, there would be no impact to adopted policies or existing Option transportation facilities.

Option B

No Impact. Compared to the proposed project, Option B would differ in the orientation of the proposed structures within the project site. The dimensions, gross/net building square floor area, and land uses under Option B would be the same as those of the proposed project. Similar to the proposed project, the development of Option B would not modify any existing Option transportation facilities. The location of the project site actual encourages the use of public transportation, due to the many bus routes that are accessible adjacent to or near the project site. Therefore, Option B would not conflict with adopted policies or plans which

support Option transportation and no impact would occur. Consequently, the proposed project and Option B would have a similar impact.

Cumulative Impacts

See Section 15(a).

16. UTILITIES AND SERVICE SYSTEMS

a) Would the project exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

A significant impact would occur if the project exceeds wastewater treatment requirements of the applicable Regional Water Quality Control Board.

Proposed Project

Less Than Significant Impact. Wastewater from the proposed project would be conveyed via municipal sewage infrastructure maintained by the Los Angeles Bureau of Sanitation to the Hyperion Treatment Plant (HTP). (For further discussion of the sewage system that serves the project site, see Section 16(b)). The HTP is a public facility and, therefore, is subject to the State's wastewater treatment requirements. Wastewater from the project site is and would continue to be treated according to the wastewater treatment requirements enforced by the LARWQCB. Therefore, a less-than-significant impact would occur.

Option B

Less Than Significant Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. Therefore, similar to the proposed project, wastewater generated by Option B would be treated at HTP, which has sufficient capacity to serve the proposed project (see Section 16(b)). Therefore, neither the proposed project nor Option B would have a substantial adverse effect on wastewater treatment requirements, and a less-than-significant impact would occur.

Cumulative Impacts

See Section 16(b) below.

- (b) **Would the project require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?**

A significant impact may occur if a project would increase water consumption or wastewater generation to such a degree that the capacity of facilities currently serving the project site would be exceeded.

Proposed Project

Water Treatment Facilities and Existing Infrastructure

Less Than Significant Impact. The Los Angeles Department of Water and Power (LADWP) ensures reliability and quality of its water supply through an extensive distribution system that includes more than 7,100 miles of pipes, more than 100 storage tanks and reservoirs within the City, and eight storage reservoirs along the Los Angeles Aqueducts.⁶⁷ Much of the water flows north to south, entering Los Angeles at the Los Angeles Aqueduct Filtration Plant (LAAFP) in Sylmar, which is owned and operated by LADWP. Water entering the LAAFP undergoes treatment and disinfection before being distributed throughout the LADWP's Water Service Area.⁶⁸ The LAAFP has a capacity to treat approximately 600 million gallons per day (mgd) and is currently operating at 75 percent of its capacity.⁶⁹ Therefore, the LAAFP has the ability to treat an additional 150 mgd of water. As such, implementation of the proposed project is not expected to measurably reduce this facility's capacity, therefore, no new or expanded water treatment facilities would be required. As such, with respect to water treatment facilities, the proposed project would have a less-than-significant impact.

With respect to water infrastructure, water is provided to the project site by a 12-inch cast iron main in Vermont Avenue, an eight-inch cast iron main in 83rd Street, which ends at the alley, a six-inch cast iron main in 83rd Street, which begins at the alley and contains eastward, and a six-inch cast iron main in 84th Street, which begins at the alley and continues eastward.⁷⁰ Based

⁶⁷ City of Los Angeles Department of Water and Power, *Central and Eastern Los Angeles Water Quality Annual Report, 2003*, page 5

⁶⁸ *Ibid.*

⁶⁹ E-mail correspondence from Nadia Dale, Environmental Specialist, Department of Water and Power of the City of Los Angeles, December 3, 2004.

⁷⁰ E-mail correspondence with Nadia Dale, Environmental Specialist, City of Los Angeles Department of Water and Power, October 25, 2004.

on the capacity of these water mains, it is expected that no new infrastructure would need to be constructed or expanded to accommodate the proposed project.⁷¹ As such, with respect to water infrastructure, the proposed project would have a less-than-significant impact.

Wastewater Treatment Facilities and Existing Infrastructure

The Los Angeles Department of Public Works (LADPW) provides sewer service to the project area. Sewage from the project site is conveyed via sewer infrastructure to the Hyperion Treatment Plant (HTP). Since 1987, the HTP has capacity for full secondary treatment.⁷² Currently, the plant treats an average daily flow of 362 million gallons per day (mgd), and has capacity to treat 450 mgd.⁷³ This translates into a remaining capacity of 88 mgd of wastewater that can be treated at the HTP. As discussed in Section 16(e) below, the proposed project would generate 232,484 gpd of wastewater. Therefore, the HTP would have adequate capacity to serve the proposed project. As such, with respect to wastewater treatment facilities, the proposed project would have a less-than-significant impact.

With respect to wastewater infrastructure, wastewater service is provided to the project site by an eight-inch sewer lines underneath 83rd and 84th Street. These eight-inch sewer lines feed into the 27-inch sewer line located in Vermont Avenue. Based on the capacity of these sewer lines, it is expected that no new or expanded sewer infrastructure would be needed to accommodate the demand generated by the proposed project.⁷⁴ As such, with respect to wastewater infrastructure, the proposed project would have a less-than-significant impact.

Option B

Less Than Significant Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. The dimensions, gross/net building square floor area, and land uses under Option B would be the same as those of the proposed project. Consequently, the number of employees to be relocated to the project site

⁷¹ Phone conversation with Joe Porras, Engineer, Harbor District Squad, Los Angeles Department of Water and Power, November 30, 2004.

⁷² City of Los Angeles Department of Public Works, Bureau of Sanitation: Hyperion Treatment Plant, website: <http://www.lacity.org/SAN/htp.htm>, December 6, 2004.

⁷³ City of Los Angeles Department of Public Works, Bureau of Sanitation: Major Activities, website: <http://www.lacity.org/san/sanmact.htm>, December 1, 2004.

⁷⁴ Letter correspondence, Adel Hagekhalil, Division Manager, City of Los Angeles Wastewater Engineering Services Division, Bureau of Sanitation, October 21, 2004.

would remain the same under Option B as compared to the proposed project, resulting in a similar impact upon existing infrastructure and facilities. As such, LADPW and Bureau of Sanitation have adequate infrastructure to accommodate Option B and a less-than-significant impact would occur. Therefore, neither the proposed project nor Option B would have a substantial adverse effect on water or wastewater infrastructure.

Cumulative Impacts

Water Treatment Facilities and Existing Infrastructure

Less Than Significant Impact. As discussed in Section 16(d), the proposed project and 27 related projects would generate a demand for 278,021 gallons of water per day. The remaining daily capacity of the LAAFP is 150 million gallons of water per day. Therefore, the LAAFP would have adequate capacity to treat the water demanded by the proposed project and related projects and a less-than-significant impact would occur. In addition, the potential need for the related projects to upgrade water lines to accommodate their water needs is site-specific and there is little, if any, cumulative relationship between the development of the proposed project and the related projects. Therefore, no cumulative water infrastructure impacts are anticipated from the development of the proposed project and the related projects.

In addition, as Option B would only differ in the orientation of the proposed structures within the project site, and thus would generate the same demand for water infrastructure. Therefore, the cumulative water treatment facilities impact associated with Option B and the related projects is also expected to be less than significant.

Wastewater Treatment Facilities and Existing Infrastructure

Less Than Significant Impact. As discussed in Section 16(e), the proposed project and 27 related projects would generate 232,484 gallons of wastewater per day. The remaining daily capacity of the HTP is 88 million gallons of wastewater per day. Therefore, the HTP would have adequate capacity to accommodate the wastewater generated by the proposed project and related projects and cumulative waste water treatment impacts would be less-than-significant. There is the potential that the proposed project, in combination with the related projects, could contribute to sewer main capacity problems. However, sewer main capacity is a citywide issue that cannot be addressed by an individual development project or projects. Rather, projects pay sewer service fees which are used for sewer maintenance and repair, amongst other things. Payment of such fees would mitigate each project's contribution to any cumulative impact.

In addition, as Option B would only differ in the orientation of the proposed structures within the project site, and thus would generate the same demand for water infrastructure. Therefore,

the cumulative wastewater treatment facilities impact associated with Option B and the related projects is also expected to be less than significant.

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

A significant impact may occur if the volume of storm water runoff increases to a level exceeding the capacity of the storm drain system serving the project site, to the extent that existing facilities would need to be expanded.

Proposed Project

No Impact. Runoff from the proposed project would be collected onsite and directed towards existing storm drains, which are located near the intersection of 83rd and Vermont. The project site is currently almost entirely paved, offering little permeable surface area for storm water. With construction of the proposed project, the amount of permeable surfaces on the project site would remain the same. As such, the amount of storm water runoff would remain the same and could be adequately handled by the existing storm water drainage facilities. Therefore, a less-than-significant impact to storm water drainage facilities would occur.

Option B

No Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the same project site. The project site is currently almost entirely paved, offering little permeable surface area for storm water. With the development of Option B, the amount of permeable surfaces on the project site would remain the same. As such, the amount of storm water runoff would remain the same and could be adequately handled by the existing storm water drainage facilities. Therefore, a less-than-significant impact to storm water drainage facilities would occur. Consequently, neither the proposed project nor Option B would have a substantial adverse effect on storm water drainage systems.

Cumulative Impacts

See Section 8, Hydrology and Water Quality.

- (d) Would the project have significant water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

A significant impact may occur if a project were to increase water consumption to such a degree that new water sources would need to be identified, or that existing resources would be consumed at a pace greater than planned for by purveyors, distributors, and service providers.

Proposed Project

Less Than Significant Impact. The Los Angeles Department of Water and Power (LADWP) is responsible for providing water service to the project site. Overall, any project that is consistent with the City of Los Angeles General Plan has been taken into account in the planned growth water demand. The City of Los Angeles' water supply comes from local groundwater sources, the Los Angeles-Owens River Aqueduct, and water purchased from the Metropolitan Water District of Southern California. These three sources, along with recycled water, will supply the City of Los Angeles' water needs for many years to come.

Water consumption for the proposed project was estimated from wastewater generation factors. In order to present a conservative analysis, water consumption is assumed to be 120 percent of the wastewater generated for a given land use, as determined by wastewater generation rates recommended by the City of Los Angeles. The estimated net increase accounted for the existing land uses on the project site. As seen in Table IV-25, the proposed project is projected to consume a net increase of approximately 39,198 gallons of water per day (gpd).

Table IV-25
Existing and Proposed Water Consumption

Land Use	Size	Daily Water Consumption	Total Water Consumed (gpd)
<i>Existing Uses</i>			
Commercial	8,600 sq. ft.	96 gallons/1,000 sq. ft	826
Studio Multi-Family Units	21 units	96 gallons/unit	2,016
<i>Proposed Uses</i>			
Fast-food Restaurant ^b	4,000 sq. ft.	360 gallons/1,000 sq. ft	1,440
Office Building	220,000 sq. ft.	180 gallons/1,000 sq. ft.	39,600
Child Care Center	100 children	10 gallons/child/day	1,000
Total Water Consumption			42,040
<i>Less Existing Water Consumption</i>			<i>(2,842)</i>
Total Net Increase			39,198

^a 120 percent of the wastewater generation rates from the Draft LA CEQA Thresholds Guide, May 14, 1998.

^b The fast-food restaurant generation rate was used as a worst-case scenario.

Sections 10910-10915 of the State Water Code describe the types of projects which require a jurisdiction to obtain a water supply assessment, ensuring that water supply would be adequate to serve the project. According to these sections, a project consisting of 500 or more residential units, 500,000 square feet of commercial/retail space or 250,000 square feet of commercial office building space, require a water supply assessment. As the proposed project does not meet any of these descriptions, it is not required to obtain a water supply assessment.⁷⁵ Nonetheless, the LADWP anticipates that it can provide sufficient domestic water supply with the existing infrastructure to accommodate the proposed project.⁷⁶ However, further detailed gauging and evaluation of the local lines capacities would be determined during the permit application process by the LADWP.

Nevertheless, due to statewide drought conditions in the mid-1970s and late 1980s, there is a need for water conservation in periods of water shortage. The LADWP recommends that water should be conserved at all times, because efficient use of water allows increased water for use in dry years and makes water available for beneficial environmental uses. Although the proposed project would result in a less-than-significant impact upon water supplies, the following mitigation measures are recommended to reduce further the proposed project's impact.

Mitigation Measures

- 16-1. The landscape irrigation system should be designed, installed, and tested to provide uniform irrigation coverage for each zone. Sprinkler head patterns should be adjusted to minimize over spray onto walkways and streets. Each zone (sprinkler valve) should water plants having similar watering needs (do not mix shrubs, flowers and turf in the same watering zone).
- 16-2. Automatic irrigation timers should be set to water landscaping during early morning or late evening hours to reduce water losses from evaporation. Adjust irrigation run times for all zones seasonally, reducing watering times and frequency in the cooler months (fall, winter, spring). Adjust sprinkler timer run times to avoid water runoff, especially when irrigating sloped property.

⁷⁵ E-mail correspondence with Alvin Bautista, Civil Engineer Associate, Los Angeles Department of Water and Power, November 1, 2004.

⁷⁶ Phone conversation with Joe Porras, Engineer, Harbor District Squad, Los Angeles Department of Water and Power, November 30, 2004.

- 16-3. Selection of drought-tolerant, low water consuming plant varieties should be used to reduce irrigation water consumption.
- 16-4. Ultra-low-flush water closets and ultra-low-flush urinals shall be installed. Low flow faucet aerators shall be installed on all sink faucets.

Option B

Less Than Significant Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. Therefore, the land uses under Option B would be the same as those of the proposed project. Consequently, the number of employees to be relocated to the project site would remain the same under Option B as compared to the proposed project, resulting in the same demand for water. Currently, LADWP has sufficient water supplies to serve Option B; nevertheless, Option B would implement Mitigation Measures 16-1 through 16-4 to reduce its impact upon water supplies. Consequently, neither the proposed project nor Option B would have a substantial adverse effect on water supplies.

Cumulative Impacts

Less Than Significant Impact. Implementation of the proposed project in combination with the 27 related projects would generate a demand for approximately 265,905 gpd of water, further increasing demands for water supplies in the LADWP service area (see Table IV-26 below). However, the LADWP anticipates that it has adequate supply to serve the surrounding area. Furthermore, in terms of the City's overall water supply condition, the water requirement for any project that is consistent with the City's General Plan has been taken into account in the planned growth of the Water System. For projects that meet the requirements established in Sections 10910-10915 of the State Water Code, a Water Supply Assessment demonstrating sufficient water availability is required on a project-by-project basis. Furthermore, similar to the proposed project, each related project would be required to comply with city and State water conservation programs. Therefore, cumulative impacts to water supply would be less than significant.

Table IV-26
Projected Water Consumption for Proposed and Related Projects

Related Project No.	Land Use	Size	Daily Generation Rate	Total (gpd)
1	Fast-food Restaurant	3,700 sq. ft.	360 gallons/1,000 sq. ft.	1,332
2	Car Wash	1 stall (400 sq. ft.) ^b	4,440 gallons/1,000 sq. ft. ^c	1,776
	Apartment	1 du	192 gallons/du	192
	Fast-food	1,745 sq. ft.	360 gallons/1,000 sq. ft.	628

	Restaurant			
3	Furniture Show Room	115,000 sq. ft.	86 gallons/1,000 sq. ft.	9,890
4	Condominiums	163 du	192 gallons/du	17,280
	Shopping Center	81,980 sq. ft.	96 gallons/1,000 sq. ft.	7,871
5	Community Recreation Center	7,000 sq. ft.	180 gallons/1,000 sq. ft.	1,260
6	Senior Housing	207 du	192 gallons/du	39,744
7	Fast-food Restaurant	3,152 sq. ft.	360 gallons/1,000 sq. ft.	1,135
8	Primary School	380 students	10 gallons/student	3,800
9	Single-Family Residences	1 du	240 gallons/du	240
10	Condominiums	2 du	192 gallons/du	384
11	Condominiums	2 du	192 gallons/du	384
12	Condominiums	2 du	192 gallons/du	384
13	Single-Family Residence	1 du	240 gallons/du	240
14	Gas Station w/ convenience store	2,122 sq. ft.	96 gallons/1,000 sq. ft.	204
15	Apartment	2 du	192 gallons/du	384
16	Single-Family Residences	2 du	240 gallons/du	480
17	Apartment	24 du	192 gallons/du	4,608
18	Single-Family Residences	41 du	240 gallons/du	9,840
19	Condominiums	3 du	192 gallons/du	576
20	Condominiums	2 du	192 gallons/du	384
21	Apartment	4 du	192 gallons/du	768
22	Office Park	447,500 sq. ft.	180 gallons/1,000 sq. ft.	80,550
23	Youth Center	41,700 sq. ft.	180 gallons/1,000 sq. ft.	7,506
24	Apartment	16 du	192 gallons/du	3,072
25	Fast-food Restaurant	2,743 sq. ft.	360 gallons/1,000 sq. ft.	987
	Retail	8,919 sq. ft.	96 gallons/1,000 sq. ft.	856
26	Apartment	66 du	192 gallons/du	12,672
27	Condominiums	90 du	192 gallons/du	17,280
Related Projects Total				226,707
Proposed Project Total				39,198
Cumulative Total				265,905

^a 120 percent of the wastewater generation rates from the Draft LA CEQA Thresholds Guide, May 14, 1998.

^b The exact square footage of the one stall car wash could not be found. Therefore, for a conservative analysis, it is assumed that the one stall carwash would be 20 feet by 20 feet.

^c 120 percent of the wastewater generate rate from the Los Angeles County Wastewater Rates, July 2002.

Notes: du = dwelling unit.

In addition, as Option B would only differ in the orientation of the proposed structures within the project site, the same amount of water would be needed under Option B as under the proposed project. Therefore, the cumulative water supply impact between the development of Option B and the related projects is also expected to be less than significant.

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

A significant impact may occur if a project would increase wastewater generation to such a degree that the capacity of facilities currently serving the project site would be exceeded.

Proposed Project

Less Than Significant Impact. Wastewater generation rates for the proposed project were recommended by the City of Los Angeles. The estimated net increase was analyzed relative to the existing infrastructure. As seen in Table IV-27, the proposed project is estimated to generate a net increase of approximately 32,632 gallons of wastewater per day. As discussed in Section 16(b), the current remaining capacity of the HTP is 88 mgd (450 - 362). Therefore, the HTP would have adequate capacity to treat the 32,632 gpd of wastewater generated by the proposed project, in addition to its existing commitments. Therefore, a less-than-significant impact would occur.

**Table IV-27
Existing and Proposed Wastewater Generation**

Land Use	Size	Daily Water Consumption ^a	Total Water Consumed (gpd)
<i>Existing Uses</i>			
Commercial	8,600 sq. ft.	80 gallons/1,000 sq. ft	688
Studio Multi-Family Units	21 units	80 gallons/unit	1,680
<i>Proposed Uses</i>			
Fast-food Restaurant ^b	4,000 sq. ft.	300 gallons/1,000 sq. ft.	1,200
Office Building	220,000 sq. ft.	150 gallons/1,000 sq. ft.	33,000
Child Care Center	100 children	8 gallons/child/day	800
Total Water Consumption			35,000
<i>Less Existing Water Consumption</i>			<i>(2,368)</i>
Total Net Increase			32,632
^a Sewage Generation rates from L.A. Draft CEQA Thresholds Guide, 1998. Pages K.2-22 and 2-23.			
^b The fast-food restaurant generation rate was used as a worst-case scenario.			

Option B

Less Than Significant Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the same project site. Therefore, the land uses under Option B would be the same as those of the proposed project. Consequently, the number of employees to be relocated to the project site would remain the same under Option B and the same amount of wastewater would be generated. The HTP currently has enough capacity to treat the wastewater generated by the proposed project or Option B, resulting in a less-than-significant impact. Consequently, neither the proposed project nor Option B would have a substantial adverse effect on wastewater facilities.

Cumulative Impacts

Less Than Significant Impact. Implementation of the proposed project in combination with the 27 related projects would generate 222,387 gpd of wastewater (see Table IV-28 below). As discussed above, the HTP currently treats an average of 362 mgd, with a capacity to treat 450 mgd. Therefore, the HTP would have adequate capacity to accommodate the additional 222,387 gpd of wastewater generated by the proposed project and related projects. Therefore, cumulative impacts on sewer service would be less than significant.

**Table IV-28
Projected Wastewater Generation for Proposed and Related Projects**

Related Project No.	Land Use	Size	Daily Generation Rate	Total (gpd)
1	Fast-food Restaurant	3,700 sq. ft.	300 gallons/1,000 sq. ft.	1,110
2	Car Wash	1 stall (400 sq. ft.) ^b	3,700 gallons/sq. ft. ^c	1,480
	Apartment	1 du	160 gallons/du	160
	Fast-food Restaurant	1,745 sq. ft.	300 gallons/1,000 sq. ft.	524
3	Furniture Show Room	115,000 sq. ft.	80 gallons/1,000 sq. ft.	9,200
4	Condominiums	90 du	160 gallons/du	14,400
	Shopping Center	81,980 sq. ft.	80 gallons/1,000 sq. ft.	6,558
5	Community Recreation Center	7,000 sq. ft.	150 gallons/1,000 sq. ft.	1,050
6	Senior Housing	207 du	160 gallons/du	33,120
7	Fast-food Restaurant	3,152 sq. ft.	300 gallons/1,000 sq. ft.	946
8	Primary School	380 students	8 gallons/student	3,040
9	Single-Family Residences	1 du	200 gallons/du	200
10	Condominiums	2 du	160 gallons/du	320
11	Condominiums	2 du	160 gallons/du	320
12	Condominiums	2 du	160 gallons/du	320
13	Single-Family	1 du	200 gallons/du	200

	Residence			
14	Gas Station w/ convenience store	2,122 sq. ft.	80 gallons/1,000 sq. ft.	170
15	Apartment	2 du	160 gallons/du	320
16	Single-Family Residences	2 du	200 gallons/du	400
17	Apartment	24 du	160 gallons/du	3,840
18	Single-Family Residences	41 du	200 gallons/du	8,200
19	Condominiums	3 du	160 gallons/du	480
20	Condominiums	2 du	160 gallons/du	320
21	Apartment	4 du	160 gallons/du	640
22	Office Park	447,500 sq. ft.	150 gallons/1,000 sq. ft.	67,125
23	Youth Center	41,700 sq. ft.	150 gallons/1,000 sq. ft.	6,255
24	Apartment	16 du	160 gallons/du	2,560
25	Fast-food Restaurant	2,743 sq. ft.	300 gallons/1,000 sq. ft.	823
	Retail	8,919 sq. ft.	80 gallons/1,000 sq. ft.	714
26	Apartment	66 du	160 gallons/du	10,560
27	Condominiums	90 du	160 gallons/du	14,400
Related Projects Total				189,755
Proposed Project Total				32,632
Cumulative Total				222,387
<p>^a Draft LA CEQA Thresholds Guide, May 14, 1998.</p> <p>^b The exact square footage of the one stall car wash could not be found. Therefore, for a conservative analysis, it is assumed that the one stall carwash would be 20 feet by 20 feet.</p> <p>^c Los Angeles County Wastewater Rates, Loading for Each Class of Land Use, July 2002.</p> <p>Notes: du=dwelling unit.</p>				

In addition, as Option B would only differ in the orientation of the proposed structures within the project site, the same amount of wastewater would be generated under Option B as under the proposed project. Therefore, the cumulative wastewater resources impact associated with Option B and the related projects is also expected to be less than significant.

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

A significant impact may occur if a project were to increase solid waste generation to a degree such that the existing and projected landfill capacity would be insufficient to accommodate the additional solid waste.

Proposed Project

Less Than Significant Impact. The proposed project would contract with a private hauler of their choice for disposal of the commercial waste. Solid waste generated in the City of Los Angeles is disposed at the Sunshine Canyon Landfill in Sun Valley, Bradley Landfill in Sylmar, or the Olinda Alpha Landfill in Orange County. The capacities and estimated dates of closure for each of these landfills are included in Table IV-29, below.

**Table IV-29
Landfill Capacity and Intake**

Landfill Facility	Estimated Closure Date	Permitted Daily Intake (tons per day)	Average Daily Intake (tons per day)	Remaining Permitted Daily Intake (tons per day)
Bradley Landfill ^a	2007	10,000	3,447	6,553
Sunshine Canyon Landfill ^a	2008 ^b	6,600	5,798	802
Olinda Alpha Landfill	2013	8,000	5,342	2,658
Total				10,013

^a Bradley Landfill and Sunshine Canyon Landfill are in the process of expanding their facilities to accommodate additional solid waste.

^b After the proposed expansion into City area is completed, the Sunshine Canyon Landfill is estimated to have a additional 21-year life span.

Source (Bradley and Sunshine Canyon Landfills): Los Angeles County Department of Public Works, Environmental Programs Division, Los Angeles County Integrated Waste Management Plan, 2002 Annual Report, February 2002.

Source (Olinda Alpha Landfill): California Integrated Waste Management Board, Solid Waste Information System, website: <http://www.ciwmb.ca.gov/SWIS/Search.asp>, and 2002 Landfill Summary Tonnage Report, website: <http://www.ciwmb.ca.gov/landfills/tonnage/2002/landfill.htm>, October 18, 2004.

In addition to the landfills discussed above, the Chiquita Canyon Landfill is also available to accept waste. The Chiquita Canyon Landfill is currently permitted to intake 6,000 tons per day of solid waste and receives approximately 4,780 tons per day. This indicates that the Chiquita Canyon Landfill is currently permitted to receive an additional 1,220 tons per day of solid waste. However, the permit for the Chiquita Canyon Landfill limits its weekly intake to 30,000 tons of solid waste and it receives 28,672 tons per week. Therefore, the Chiquita Canyon Landfill is currently permitted to receive only an additional 1,328 tons per week of solid waste (1,328 tons ÷ 6 days = 221 tons per day).

Construction Impacts

Project construction would generate waste, which typically includes small scrap materials (e.g., wood, gypsum, metals, asphalt, brick and blocks, plastics, fiberglass, cardboard, used fixtures,

metals, etc.) and construction employee food wastes. As shown in Table IV-30 below, during the duration of construction activities to development the proposed project, 2,050,200 pounds or 1,025 tons of construction waste would be generated.

**Table IV-30
Projected Construction Solid Waste Generation**

Land Use	Size (sq. ft.)	Generation Factor (lbs/sq. ft.)	Total (lbs)
Office Building	220,000	4.02	884,400
Child Care Center	6,000	4.02	24,120
Fast-food Restaurant ^a	4,000	4.02	16,080
Parking Structure	280,000	4.02	1,125,600
Construction Waste Total			2,050,200

Source: USEPA Report No. EPA530-98-010, Characterization of Building Related Construction and Demolition Debris in the United States, June 1998, page A-1.

^a *The fast-food restaurant generation rate was used as a worst-case scenario.*

All solid waste generating activities within the City of Los Angeles, which includes the proposed project, would continue to be subject to the requirements set forth in AB 939. California Assembly Bill (AB) 939 requires each city and county to divert 50 percent of its solid waste from landfill disposal through source reduction, recycling, and composting. As such, approximately 50 percent of the construction waste would be recycled and/or reused. Therefore, the proposed project would divert 50 percent of its solid waste and dispose of approximately 1,025,600 (2,050,200 ÷ 2) pounds or 513 tons. Assuming an average of 30 days for each of the 15 months of construction, the proposed project would dispose of approximately 2,278 pounds (1,025,600 lbs. ÷ 450 days), or 1.1 tons, of solid waste per day.

As discussed above, the combined remaining daily intake of the Sunshine, Bradley, and Olinda Alpha Landfills is approximately 10,013 tons. Since, the landfills serving the project site are currently operating below their permitted capacities and have remaining capacity to accommodate the average daily 1.1 tons of solid waste disposed of by the proposed project, the construction activities would not cause an exceedance of the permitted throughput capacity of any landfill that would accept construction waste from the project site. Therefore, a less-than-significant impact associated with construction waste would occur.

Operational Impacts

As seen in Table IV-31, the proposed project would generate approximately 1,313 pounds (approximately 0.65 tons), of solid waste per day during operation. All solid waste generating activities within the City of Los Angeles, which includes the proposed project, would continue

to be subject to the requirements set forth in AB 939. Therefore, the proposed project would divert 50 percent of its solid waste generated and dispose of 657 pounds (1,313 ÷ 2), or 0.33 tons, of solid waste per day. The combined remaining daily intake of the Sunshine, Bradley, and Olinda Alpha Landfills is 10,013 tons per day. As such, the three landfills would have adequate capacity to accommodate the operational (0.33 tons) waste generated by the proposed project. Therefore, a less-than-significant impact associated with operational waste would occur.

Mitigation Measures

- 16-5. A recycling program shall be instituted for the project to reduce the volume of solid waste going to landfills in compliance with the City's goal of a 50% reduction in the amount of waste going to landfills.
- 16-6. Recycling bins shall be provided at an appropriate location onsite to promote recycling of paper, metal, glass and other recyclable material.

**Table IV-31
Existing and Proposed Solid Waste Generation**

Land Use	Size	Daily Generation Rate	Total (lbs/day)
<i>Existing Uses</i>			
Commercial	8,600 sq. ft.	5 lbs/1,000 sq. ft.	43
Studio Multi-Family Units	21 units	4 lbs/unit	84
<i>Proposed Uses</i>			
Fast-food Restaurant ^b	4,000 sq. ft.	5 lbs/ 1,000 sq. ft	20
Office Building	220,000 sq. ft.	6 lbs/1,000 sq. ft	1,320
Child Care Center	100 children	1 lb/child ^b	100
Total Solid Waste Generated			1,440
<i>Less Existing Solid Waste Generated</i>			<i>(127)</i>
Total Net Increase			1,313
^a City of Los Angeles Bureau of Sanitation, "Solid Waste Generation", 1981. ^b The fast-food restaurant generation rate was used as a worst-case scenario. ^c California Integrated Waste Management Board, Estimated Solid Waste Generation Rates for Institutions, website: http://www.ciwmb.ca.gov/WasteChar/WasteGenRates/WGInstit.htm , October 19, 2004. Note: Waste generation includes all materials discarded, whether or not they are later recycled or disposed of in a landfill.			

Option B

Less Than Significant Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the same project site. Therefore, the land

uses under Option B would be the same as those of the proposed project. Consequently, the number of employees to be relocated to the project site would remain the same under Option B and the same amount of solid waste would be generated. Currently, the Sunshine, Bradley, and Olinda Alpha Landfills have sufficient capacity to accommodate the construction and operational solid waste generated by Option B, resulting in a less-than-significant impact. Therefore, neither the proposed project nor Option B would have a substantial adverse effect on solid waste resources.

g) Would the project comply with federal, state, and local statutes and regulations related to solid waste?

A significant impact may occur if a project would generate solid waste that was not disposed of in accordance with applicable regulations.

Proposed Project

No Impact. Solid waste generated onsite by the proposed project would be disposed of in accordance with all applicable federal, state, and local regulations, such as AB 939, related to solid waste. In addition, as analyzed in Section 16(d), the combined remaining daily intake of the Sunshine, Bradley, and Olinda Alpha Landfills would be able to accommodate the solid waste generated by the proposed project and no exemptions with respect to solid waste disposal would be needed nor are they requested. Therefore, no impact would occur.

Option B

No Impact. Similar to the proposed project, all solid waste generated onsite under Option B would be disposed of in accordance with all applicable federal, state, and local regulations, such as AB 939. In addition, no exemptions with respect to solid waste disposal under Option B would be requested. Thus, no impact would occur. Therefore, neither the proposed project nor Option B would have a substantial adverse effect on solid waste resources.

Cumulative Impacts

Less Than Significant Impact. Implementation of the proposed project in combination with the related projects (see Figure IV-9 and Table IV-21) would further increase regional demands on landfill capacities. As shown in Table 32 below, the proposed project and the related projects would generate approximately 9,485 pounds (approximately 4.7 tons) of solid waste per day. Similar to the proposed project, the related projects would be required to participate in regional source reduction and recycling programs pursuant to AB 939, further reducing the amount of solid waste to be disposed of at the landfills described above. Therefore, the cumulative daily total of solid waste that would be disposed of in the Sunshine, Bradley, and

Olinda Alpha Landfills would be approximately 4,743 pounds ($9,485 \div 2$) or approximately 2.4 tons.

Table IV-32
Projected Solid Waste Generation for Proposed and Related Projects

Related Project No.	Land Use	Size	Daily Generation Rate	Total (lbs/day)
1	Fast-food Restaurant	3,700 sq. ft.	5 lbs/ 1,000 sq. ft	19
2	Car Wash	1 stall (400 sq.ft.) ^b	N/A ^c	0
	Apartment	1 du	4 lbs/du	4
	Fast-food Restaurant	1,745 sq. ft.	5 lbs/ 1,000 sq. ft	9
3	Furniture Show Room	115,000 sq. ft.	5 lbs/ 1,000 sq. ft	575
4	Condominiums	90 du	4 lbs/du	360
	Shopping Center	81,980 sq. ft.	5 lbs/ 1,000 sq. ft	410
5	Community Recreation Center	7,000 sq. ft.	3.12 lbs/100 sq.ft. ^c	218
6	Senior Housing	207 du	4 lbs/du	828
7	Fast-food Restaurant	3,152 sq. ft.	5 lbs/ 1,000 sq. ft	16
8	Primary School	380 students	0.5 lb/student ^c	175
9	Single-Family Residences	1 du	10 lbs/du	10
10	Condominiums	2 du	4 lbs/du	8
11	Condominiums	2 du	4 lbs/du	8
12	Condominiums	2 du	4 lbs/du	8
13	Single-Family Residence	1 du	10 lbs/du	10
14	Gas Station w/ convenience store	2,122 sq. ft.	5 lbs/ 1,000 sq. ft	11
15	Apartment	2 du	4 lbs/du	8
16	Single-Family Residences	2 du	10 lbs/du	20
17	Apartment	24 du	4 lbs/du	96
18	Single-Family Residences	41 du	10 lbs/du	410
19	Condominiums	3 du	4 lbs/du	12
20	Condominiums	2 du	4 lbs/du	8
21	Apartment	4 du	4 lbs/du	16
22	Office Park	447,500 sq. ft.	6 lbs/ 1,000 sq. ft	2,685
23	Youth Center	41,700 sq. ft.	3.12 lbs/100 sq.ft. ^d	1,301
24	Apartment	66 du	4 lbs/ 1,000 sq. ft	264
25	Fast-food Restaurant	2,743 sq. ft.	5 lbs/ 1,000 sq. ft	14
	Retail	8,919 sq. ft.	5 lbs/ 1,000 sq. ft	45
26	Apartment	66 du	4 lbs/ 1,000 sq. ft	264
27	Condominiums	90 du	4 lbs/du	360
Related Projects Total				8,172

	Proposed Project Total	1,313
	Cumulative Total	9,485
<p>^a City of Los Angeles, Bureau of Sanitation, "Solid Waste Generation Rates", 1981.</p> <p>^b The amount of solid waste generated by a single stall car wash is minimal, as individuals only use the site for a short amount of time while washing their vehicles. In general, little solid-waste-generating activities occur at a one stall car wash.</p> <p>^c California Integrated Waste Management Board, Estimated Solid Waste Generation Rates for Service, website: http://www.ciwmb.ca.gov/WasteChar/WasteGenRates/WGInstit.htm, December 13, 2004.</p> <p>^d California Integrated Waste Management Board, Estimated Solid Waste Generation Rates for Institutions, website: http://www.ciwmb.ca.gov/WasteChar/WasteGenRates/WGInstit.htm, October 18, 2004.</p> <p>Notes: du=dwelling unit.</p>		

As the combined remaining daily intake of the Sunshine, Bradley, and Olinda Alpha Landfills is 10,013 tons per day, these landfills would have adequate capacity to accommodate the approximate 2.4 tons per day disposal needs of the proposed project and the related projects. In addition, solutions to meet future disposal needs are continuously being developed at the regional level (e.g., siting new landfills within the County and transporting waste outside the region). Therefore, cumulative solid waste impacts would be less than significant.

In addition, as Option B would only differ in the orientation of the proposed structures within the project site, the same amount of solid waste would be generated under Option B as under the proposed project. Therefore, the cumulative solid waste impact associated with Option B and the related projects is also expected to be less than significant.

17. MANDATORY FINDINGS OF SIGNIFICANCE

- a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

A significant impact may occur only if a project would have an identified potentially significant impact for any of the above issues.

Proposed Project

No Impact. The proposed project would have no unmitigated significant impacts with respect to biological resources and less than significant cultural resource impacts provided the

mitigation measures listed above are implemented. The proposed project would not degrade the quality of the environment, reduce or threaten any fish or wildlife species (endangered or otherwise), or eliminate important examples of the major periods of California history or pre-history. Therefore, no impact would occur.

Option B

No Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the same project site. The dimensions, gross/net building square floor area and construction footprint under Option B would be the same as those of the proposed project. Therefore, similar to the proposed project, Option B would have no unmitigated significant impacts with respect to biological resources and less-than-significant cultural resource impacts, provided that the mitigation measures listed in Section 5 above are implemented.

- 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)?**

A significant impact may occur if a project, in conjunction with other related projects in the project area, would result in impacts that are less than significant when viewed separately, but would be significant when viewed together.

Proposed Project

Less than Significant Impact. Although there are other past, current and probable future projects in the area surrounding the project site, the project’s incremental contribution to cumulative traffic, air quality, and other impact areas would be less than significant due to implementation of the mitigation measures incorporated into the proposed project, as identified throughout this Initial Study. For a detailed discussion on each environmental impact’s potential cumulative effect, see the sections entitled “Cumulative Impacts,” which occur after each impact analysis.

Option B

Less Than Significant Impact. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the same project site. The dimensions, gross/net building square floor area, and land uses under Option B would be the same as those of the proposed project. Therefore, similar to the proposed project, Option B would have no cumulative effects. For a detailed discussion on each environmental impact’s potential

cumulative effect under Option B, see the sections entitled "Cumulative Impacts," which occur after each impact analysis.

- c) **Does the project have environmental effects, which would cause substantial adverse effects on human beings, either directly or indirectly?**

A significant impact may occur if a project has the potential to result in significant impacts, as discussed in the preceding sections.

Proposed Project

Potentially Significant Unless Mitigation Incorporated. As noted in the evaluations above, with implementation of the recommended mitigation measures, the proposed project would not result in any unmitigated significant impacts. Thus, the project would not have the potential to result in substantial adverse effects on human beings.

Option B

Potentially Significant Unless Mitigation Incorporated. Compared to the proposed project, Option B would only differ in the orientation of the proposed structures within the project site. The dimensions, gross/net building square floor area, and land uses under Option B would be the same as those of the proposed project. Therefore, the impacts generated by the proposed project would be similar to those generated by Option B. Consequently, Option B would implement the same mitigation measures as the proposed project. With implementation of the recommended mitigation measures, all potentially significant impacts generated by Option B would be reduced to a less-than-significant level.

V. PREPARERS OF INITIAL STUDY AND PERSONS CONSULTED

PREPARERS OF THE INITIAL STUDY

Lead Agency

City of Los Angeles CRA
345 S. Spring St., Suite 700
Los Angeles, CA 90013
Dr. Robert Manford, City Planner

Environmental Consultant

Christopher A. Joseph & Associates
11849 West Olympic Boulevard, Suite 101
Los Angeles, California, 90064
(310) 473-1600
Chris Joseph, Principal-In-Charge
Marc Melinkoff, Senior Project Manager
Michael Brown, Environmental Planner
Rebecca Shokrian, Assistant Environmental Planner
Lainie Herrera, Assistant Environmental Planner

Technical Consultants

Transportation/Circulation
Crain & Associates
2007 Sawtelle Boulevard, Suite 4
Los Angeles, CA 90025
(310) 473-6508
George Rhyner, Senior Transportation Engineer

Geotechnical
Lawson & Associates
2045 Royal Avenue, Suite 125
Simi Valley, CA 93065
(805) 579-3434

Matthew Hawley, CEQ, Principal Geologist
Basil Hatter, RCE, Principal Engineer

Phase I Environmental Site Assessment and Subsurface Investigation

SCS Engineers

3711 Long Beach Boulevard, 9th Floor

Long Beach, CA 90807

(562) 426-9544

Terri J. Plunkett-Kalmey, REA, Project Geologist

Julio A. Nuno, REA, Vice President

Historic Resources

Grimes Historic Preservation

4211 Glenalbyn Drive

Los Angeles, CA 90065

(323) 221-0942

Teresa Grimes

Architect

Gensler-Architecture, Design & Planning Worldwide

2500 Broadway, Suite 300

Santa Monica, CA 90404

(310) 449-5872

Simon Park, AIA, LEED

Attorney

Allen Matkins Leck Gamble & Mallory, LLP

515 South Figueroa, 7th Floor

Los Angeles, CA 90071

(213) 622-5555

RJ Comer, Esq.

Jennifer Sacco Smith, Esq.

Project Applicant

ICO Development, LLC
700 South Flower Street, Suite 2450
Los Angeles, CA 90017
(213) 225-2225
Steve Reinstein, Senior Vice-President

PERSONS CONSULTED

Fire Protection

City of Los Angeles Fire Department
Bureau of Fire Prevention and Public Safety
200 North Main Street, 18th Floor
Los Angeles, CA 90012
(213) 482-6506
Inspector Richard Griffin

Police Protection

City of Los Angeles Police Department
Planning and Research Division
207 South Broadway, Suite 206
Los Angeles, CA 90012
(213) 485-2638
Sergeant Jose A. Correa

Library Services

City of Los Angeles Public Library
630 West Fifth Street
Los Angeles, CA 90071
(213) 228-7574
Rona Berns, Senior Management Analyst I

Water Services

City of Los Angeles Department of Water and Power
111 North Hope Street, Room 1044
Los Angeles, CA 90012
(213) 367-1745
Ms. Nadia Dale, Environmental Specialist

Wastewater Services

City of Los Angeles Bureau of Sanitation

Wastewater Engineering Services Division

2714 Media Center Drive

Los Angeles, CA 90065

(323) 342-6225

Mr. Adel Hagekhalil, Division Manager

VI. MITIGATION MONITORING AND REPORTING PROGRAM

INTRODUCTION

This section reflects the mitigation monitoring and reporting program (MMRP) requirements of Public Resources Code Section 21081.6. CEQA Guidelines Section 15097(a) states:

In order to ensure that the mitigation measures and project revisions identified in the EIR or negative declaration are implemented, the public agency shall adopt a program for monitoring or reporting on the revisions which it has required in the project and the measures it has imposed to mitigate or avoid significant environmental effects. A public agency may delegate reporting or monitoring responsibilities to another public agency or to a private entity which accepts the delegation; however, until mitigation measures have been completed the lead agency remains responsible for ensuring that implementation of the mitigation measures occurs in accordance with the program.

ENFORCEMENT

In accordance with CEQA, the primary responsibility for making determination with respect to potential environmental effects rests with the lead agency rather than the monitor or preparer of the Initial Study. As such, the Community Redevelopment Agency's (CRA) Planning Department is identified as the enforcement agency for this MMRP.

PROGRAM MODIFICATION

After review and approval by the lead agency, minor changes to the MMRP are permitted but can only be made by the Applicant with the approval of the CRA Planning Department. No deviations from this program shall be permitted unless the MMRP continues to satisfy the requirements of Section 21081.6 of the California Environmental Quality Act (CEQA), as determined by the Lead Agency.

MITIGATION MONITORING AND REPORTING PROGRAM

The organization of the MMRP follows the subsection formatting style as presented within the CEQA Environmental Checklist of the Initial Study, presented herein. Subsections of all of the environmental chapters presented in the Checklist are provided below in subsections 1 through 16, respectively. For environmental issue areas where no mitigation measures were recommended, the MMRP is noted accordingly. In addition, the required mitigation measures identify the following:

- Monitoring Phase, the phase of the project during which the mitigation measure shall be monitored

- ◇ Pre-Construction, including the design phase
- ◇ Construction
- ◇ Occupancy (post-construction)
- Implementation Party, the entity responsible for initiating the mitigation measure.
- The Enforcement Agency, the agency with the power to enforce the mitigation measure.
- The Monitoring Agency, the agency to which reports involving feasibility, compliance, implementation and development are made.

1. AESTHETICS

The following mitigation measures shall be implemented to reduce potentially significant building massing and view impacts of the proposed parking structure:

- 1-1. The applicant shall submit a landscape plan for the proposed office building and parking garage to the Los Angeles City Planning Department for review and approval prior to the issuance of grading permits.

Monitoring Phase:	Pre-Construction
Implementation Party:	Applicant/Contractor
Enforcement Agency:	CRA Planning Department
Monitoring Agency:	CRA Planning Department

- 1-2. The east wall of the proposed parking structure shall be designed to avoid large expanses of blank wall visible from residential properties, through architectural treatments such as textured or decorative surfaces, and/or landscaped treatments such as leafy or vining plants and trees. Specifically, the preliminary landscape plan shall propose to grow creeping vines on the walls to soften the visually hard surface, while a combination of trees, shrubs, and ground cover shall be planted in landscape buffers between the structure's walls and the property lines.

Monitoring Phase:	Pre-Construction/Construction
Implementation Party:	Applicant/Contractor
Enforcement Agency:	CRA Planning Department
Monitoring Agency:	CRA Planning Department

- 1-3. The proposed project's design shall be subject to review and approval by Los Angeles Community Redevelopment Agency staff to ensure consistency with the Design Guidelines for the Vermont Avenue Shopping Center Development Area.

Monitoring Phase: Pre-Construction
Implementation Party: Applicant/Contractor
Enforcement Agency: CRA Planning Department
Monitoring Agency: CRA Planning Department

2. AGRICULTURE

No potentially significant environmental impacts were identified for this issue area. Therefore, no mitigation measures are required.

3. AIR QUALITY

- 3-1. The project developer shall be required to use architectural coating products (paints) that have a VOC rating off 125 grams per liter or less.

Monitoring Phase: Construction
Implementation Party: Applicant/Contractor
Enforcement Agency: South Coast Air Quality Management District
Monitoring Agency: South Coast Air Quality Management District

- 3-2. The project developer shall fuel their off-road diesel equipment with low-NO_x diesel fuel.

Monitoring Phase: Construction
Implementation Party: Applicant/Contractor
Enforcement Agency: South Coast Air Quality Management District
Monitoring Agency: South Coast Air Quality Management District

4. BIOLOGICAL RESOURCES

No potentially significant environmental impacts were identified for this issue area. Therefore, no mitigation measures are required.

5. CULTURAL RESOURCES

While project impacts would be less than significant and mitigation measures are not required under CEQA, the following are standard City of Los Angeles conditions of approval:

5-1. A qualified archaeologist shall be retained to monitor the rough grading of the site, once all demolition has been completed. In the event that subsurface archaeological resources/human remains are encountered during the course of grading and/or excavation, all development must temporarily cease in these areas until the archaeological resources are properly assessed and subsequent recommendations are determined by a qualified archaeologist. In the event that human remains are discovered, there shall be no disposition of such human remains, other than in accordance with the procedures and requirements set forth in California Health and Safety Code Section 7050.5 and Public Resources Code Section 5097.98. These code provisions require notification of the County Coroner and the Native American Heritage Commission, who in turn must notify those persons believed to be most likely descended from the deceased Native American for appropriate disposition of the remains. Excavation or disturbance may continue in other areas of the project site that are not reasonably suspected to overlie adjacent remains or archaeological resources. Should archaeological or human remains be discovered, the disposition of those remains shall be documented in an archeological survey, study, or report to be submitted to the South Central Coastal Information Center at California State University, Fullerton.

Monitoring Phase:

Implementation Party:

Enforcement Agency:

Monitoring Agency:

Construction
Applicant/Contractor
CRA Planning Department
CRA Planning Department

5-2. A qualified paleontologist shall be retained to monitor the rough grading of the site, once all demolition has been completed. If any paleontological remains are uncovered during excavation or construction, work in the affected area will be suspended and a qualified paleontologist shall be retained to conduct a survey of the affected area. A preliminary determination will then be made as to the significance of the survey findings. The services of a paleontologist shall be secured by contacting the Center for Public Paleontology, which can be found at the following universities: USC, UCLA, California State University at Los Angeles, and California State University at Long Beach, or at the County Museum. Copies of any paleontological survey, study, or report shall be submitted to the Los Angeles County Natural History Museum.

Monitoring Phase: Construction
Implementation Party: Applicant/Contractor
Enforcement Agency: CRA Planning Department
Monitoring Agency: CRA Planning Department

6. GEOLOGY AND SOILS

The following mitigation measures shall be implemented to reduce the risks from seismic ground shaking:

- 6-1. The project shall be designed in accordance with the strictest requirements of the latest (1997) edition of the Uniform Building Code.

Monitoring Phase: Pre-Construction
Implementation Party: Applicant/Contractor
Enforcement Agency: Department of Building and Safety
Monitoring Agency: Department of Building and Safety

- 6-2. The project shall comply with the recommendations, listed on pages 10 through 19, in the Preliminary Geotechnical Investigation for the Proposed Vermont-Manchester Commercial Development, prepared by Lawson & Associates on September 21, 2004 (see also Appendix D).

Monitoring Phase: Pre-Construction, Construction
Implementation Party: Applicant/Contractor
Enforcement Agency: Department of Building and Safety
Monitoring Agency: Department of Building and Safety

Although no significant soil erosion impacts are anticipated, the following mitigation measures are recommended to ensure the application of Best Management Practices and compliance with all code and ordinance requirements to minimize potential impacts associated with short-term construction-related grading impacts:

- 6-3. Excavation and grading activities shall be scheduled during dry weather periods as feasible. If grading occurs during the rainy season (October 15 through April 1), diversion dikes shall be constructed to channel runoff around the site. Drainage channels shall be lined with grass or roughened pavement to reduce runoff velocity.

Monitoring Phase: Pre-Construction, Construction
Implementation Party: Applicant/Contractor
Enforcement Agency: Department of Building and Safety
Monitoring Agency: Department of Building and Safety

- 6-4. Stockpiles of excavated soil shall be covered with secured tarps or plastic sheeting.

Monitoring Phase: Construction
Implementation Party: Applicant/Contractor
Enforcement Agency: Department of Building and Safety
Monitoring Agency: Department of Building and Safety

The following mitigation measures shall be implemented to reduce the risks from expansive soils:

- 6-5. The project shall be designed in accordance with all applicable requirements as outlined by the Los Angeles Department of Building and Safety.

Monitoring Phase: Pre-Construction
Implementation Party: Applicant/Contractor
Enforcement Agency: Department of Building and Safety
Monitoring Agency: Department of Building and Safety

7. HAZARDS AND HAZARDOUS MATERIALS

- 7-1. During the construction of the proposed project, all encountered USTs shall be removed in accordance with applicable City and State regulations. All suspected and identified USTs shall be located and removed in accordance with applicable City and State regulations.

Monitoring Phase: Pre-Construction
Implementation Party: Applicant/Contractor
Enforcement Agency: CRA Planning Department
Monitoring Agency: CRA Planning Department

- 7-2. Prior to issuance of demolition permits, the Applicant shall conduct asbestos and lead-based paint surveys on all buildings and associated infrastructure. If asbestos and/or lead-based paint are detected, they shall be abated in accordance with all applicable federal, State, and local regulations as and in accordance with the South Coast Air Quality Management District.

Monitoring Phase: Pre-Construction
Implementation Party: Applicant/Contractor
Enforcement Agency: CRA Planning Department
Monitoring Agency: CRA Planning Department

- 7-3. Any asbestos and lead-based paint containing materials shall be removed by a licensed abatement contractor in accordance with all federal, State and local regulations prior to renovation or demolition.

Monitoring Phase:	Pre-Construction
Implementation Party:	Applicant/Contractor
Enforcement Agency:	CRA Planning Department
Monitoring Agency:	CRA Planning Department

8. HYDROLOGY AND WATER QUALITY

While impacts would be less than significant, the following measures are recommended to reduce water quality impacts further:

- 8-1. During construction, the project applicant shall implement all applicable and mandatory Best Management Practices (BMPs) in accordance with the SUSMP and City of Los Angeles Stormwater Management Program. These BMPs shall include, but not be limited, to the following:

- Erosion control procedures shall be implemented for exposed areas.
- Appropriate dust suppression techniques, such as watering or tarping, shall be used.
- Construction entrances shall be designed to facilitate removal of debris from vehicles exiting the site.
- Truck loads shall be tarped.
- All construction equipment and vehicles shall be inspected for and leaks repaired according to a regular schedule, specified in the Grading Plan approved by the Department of Building and Safety.

Monitoring Phase:	Pre-Construction/Construction
Implementation Party:	Applicant/Contractor
Enforcement Agency:	Department of Building and Safety
Monitoring Agency:	Department of Building and Safety

- 8-2. All construction equipment and vehicles shall be inspected for and leaks repaired according to a regular schedule, specified in the Grading Plan approved by the Department of Building and Safety.

Monitoring Phase:	Construction
Implementation Party:	Applicant/Contractor
Enforcement Agency:	Department of Building and Safety
Monitoring Agency:	Department of Building and Safety

9. LAND USE AND PLANNING

No potentially significant environmental impacts were identified for this issue area. Therefore, no mitigation measures are required.

10. MINERAL RESOURCES

No potentially significant environmental impacts were identified for this issue area. Therefore, no mitigation measures are required.

11. NOISE

The following mitigation measures shall be implemented to reduce potentially significant noise impacts:

- 11-1. Acoustic barriers shall be installed along the perimeter of the project side adjacent to residential properties throughout the duration of the construction phase to minimize the noise levels experienced at the nearby homes.

Monitoring Phase:	Construction
Implementation Party:	Applicant/Contractor
Enforcement Agency:	Department of Building and Safety
Monitoring Agency:	Department of Building and Safety

- 11-2. All construction equipment engines shall be properly tuned and muffled according to manufacturers' specifications.

Monitoring Phase:	Construction
Implementation Party:	Applicant/Contractor
Enforcement Agency:	Department of Building and Safety
Monitoring Agency:	Department of Building and Safety

- 11-3. Noise construction activities whose specific location on the site may be flexible (e.g., operation of compressors and generators, cement mixing, general truck and equipment staging) shall be conducted as far as reasonably possible from the nearest noise-sensitive land uses, and natural and/or manmade barriers (e.g., intervening construction trailers) shall be used to screen propagation of noise from such activities towards those land uses to the maximum, reasonable extent possible.

Monitoring Phase: Construction
 Implementation Party: Applicant/Contractor
 Enforcement Agency: Department of Building and Safety
 Monitoring Agency: Department of Building and Safety

- 11-4. The use of those pieces of construction equipment or construction methods with the greatest peak noise generation potential shall be scheduled as to avoid operating several pieces of equipment simultaneously, where possible. Examples include the use of drills and jackhammers.

Monitoring Phase: Construction
 Implementation Party: Applicant/Contractor
 Enforcement Agency: Department of Building and Safety
 Monitoring Agency: Department of Building and Safety

- 11-5. Equipment and material haul routes shall be established and adhered to in order to ensure that trucks traveling to and from the site do not travel on residential streets in the vicinity of the project site.

Monitoring Phase: Pre-Construction/Construction
 Implementation Party: Applicant/Contractor
 Enforcement Agency: Department of Building and Safety
 Monitoring Agency: Department of Building and Safety

- 11-6. An information sign shall be posted at the entrance to each construction site that identifies the permitted construction hours and provides a telephone number to call and receive information about the construction project or to report complaints regarding excessive noise levels.

Monitoring Phase: Construction
 Implementation Party: Applicant/Contractor
 Enforcement Agency: Department of Building and Safety
 Monitoring Agency: Department of Building and Safety

12. POPULATION AND HOUSING

- 12-1. The project applicant would implement the rules and regulations for the relocation of displaced occupants, as stated in § 405 of the Redevelopment Plan for the Vermont/Manchester Recovery Redevelopment Project, adopted May 14, 1996.

Monitoring Phase:	Pre-Construction
Implementation Party:	Applicant
Enforcement Agency:	CRA Planning Department
Monitoring Agency:	CRA Planning Department

13. PUBLIC SERVICES

Although mitigation measures are not required to reduce potentially significant impacts, the City of Los Angeles Fire Department (LAFD) has recommended the following mitigation measures to lessen the demand generated by the proposed project for fire protection services:

- 13-1. The proposed project shall comply with all applicable State and local codes, ordinance and guidelines as set forth in the Fire Protection and Fire Prevention Plan, as well as the Safety Plan, both of which are elements of the General Plan of the City of Los Angeles, C.P.C 19708.

Monitoring Phase:	Construction
Implementation Party:	Applicant/Contractor
Enforcement Agency:	Los Angeles Fire Department
Monitoring Agency:	Los Angeles Fire Department

- 13-2. Access for LAFD apparatus and personnel to and into all structure shall be required.

Monitoring Phase:	Construction
Implementation Party:	Applicant/Contractor
Enforcement Agency:	Department Building and Safety/ Los Angeles Fire Department
Monitoring Agency:	Department Building and Safety/ Los Angeles Fire Department

- 13-3. During demolition, LAFD's access will remain clear and unobstructed.

Monitoring Phase:	Construction
Implementation Party:	Applicant/Contractor
Enforcement Agency:	Los Angeles Fire Department
Monitoring Agency:	Los Angeles Fire Department

- 13-4. No building or portion of a building shall be constructed more than 150 feet from the edge of a roadway of an improved street, access road or designated fire lane.

Monitoring Phase:	Construction
Implementation Party:	Applicant/Contractor
Enforcement Agency:	Department Building and Safety/

Monitoring Agency: Los Angeles Fire Department
Department Building and Safety/
Los Angeles Fire Department

- 13-5. Fire lane width shall not be less than 20 feet. When a fire lane must accommodate the operation of an LAFD aerial ladder apparatus or where fire hydrants are installed, those portions shall not be less than 28 feet in width.

Monitoring Phase: Construction
Implementation Party: Applicant/Contractor
Enforcement Agency: Department Building and Safety/
Los Angeles Fire Department
Monitoring Agency: Department Building and Safety/
Los Angeles Fire Department

- 13-6. Where access for a given development requires accommodation of Fire Department apparatus, overhead clearance shall not be less than 14 feet.

Monitoring Phase: Construction
Implementation Party: Applicant/Contractor
Enforcement Agency: Department Building and Safety/
Los Angeles Fire Department
Monitoring Agency: Department Building and Safety/
Los Angeles Fire Department

- 13-7. Adequate public and private fire hydrants shall be required.

Monitoring Phase: Construction
Implementation Party: Applicant/Contractor
Enforcement Agency: Los Angeles Fire Department
Monitoring Agency: Los Angeles Fire Department

- 13-8. No building or portion of a building shall be constructed more than 300 feet from an approved fire hydrant. Distance shall be computed along path of travel.

Monitoring Phase: Construction
Implementation Party: Applicant/Contractor
Enforcement Agency: Department Building and Safety/
Los Angeles Fire Department
Monitoring Agency: Department Building and Safety/
Los Angeles Fire Department

- 13-9. Any required fire hydrants to be installed shall be fully operational and accepted by the LAFD prior to any building construction.

Monitoring Phase: Construction
Implementation Party: Applicant/Contractor
Enforcement Agency: Los Angeles Fire Department
Monitoring Agency: Los Angeles Fire Department

- 13-10. Submit plot plans for LAFD approval of access and fire hydrants.

Monitoring Phase: Construction
Implementation Party: Applicant/Contractor
Enforcement Agency: Los Angeles Fire Department
Monitoring Agency: Los Angeles Fire Department

Project impacts with respect to police protection services are less than significant and mitigation measures are not required under CEQA. Nevertheless, the following is recommended to reduce project impacts even further:

- 13-11. In the event that the proposed project plans or anticipates any occasion which would require a unique request for police services, the occupants of the office building, i.e., the County of Los Angeles, shall notify the 77th Street Community Police Station, in order to better enable the police officers to respond to the project site and the surrounding community.

Monitoring Phase: Pre-Construction, Construction
Implementation Party: Applicant/Contractor
Enforcement Agency: Los Angeles Police Department
Monitoring Agency: Los Angeles Police Department

- 13-12. Plot Plans, including lighting and landscaping information, shall be submitted to the Los Angeles Police Department Crime Prevention Unit for review. Recommendations from the LAPD would be incorporated into the project design.

Monitoring Phase: Pre-Construction
Implementation Party: Applicant/Contractor
Enforcement Agency: Los Angeles Police Department
Monitoring Agency: Los Angeles Police Department

Project impacts to public schools, parks and libraries would be less than significant. Therefore, no mitigation measures are required.

14. RECREATION

No potentially significant environmental impacts were identified for this issue area. Therefore, no mitigation measures are required.

15. TRANSPORTATION/CIRCULATION

- 15-1. 83rd Street and Vermont Avenue- Contribute to the installation of the City of Los Angeles' Adaptive Traffic Control System (ATCS) for traffic signal control. This traffic signal coordination system monitors traffic demands throughout the network on which it is installed, and adjusts traffic signal timing and signal phasing in real time to maximize capacity and decrease delay.

Monitoring Phase: Construction
Implementation Party: Applicant/Contractor
Enforcement Agency: Department of Transportation
Monitoring Agency: Department of Transportation

- 15-2. Manchester Avenue and Vermont Avenue- Remove the median island and restripe the roadway to add a second left-turn only lane to both the northbound and southbound directions, and modify the signal to reflect this change.

Monitoring Phase: Construction
Implementation Party: Applicant/Contractor
Enforcement Agency: Department of Transportation
Monitoring Agency: Department of Transportation

- 15-3. Manchester Avenue and Hoover Street- Contribute to the installation of the City of Los Angeles' ATCS for traffic signal control.

Monitoring Phase: Construction
Implementation Party: Applicant/Contractor
Enforcement Agency: Department of Transportation
Monitoring Agency: Department of Transportation

16. UTILITIES AND SERVICE SYSTEMS

No significant impacts with respect to water, wastewater and solid waste services been identified, therefore no mitigation measures are required. However, the following measures are recommended to reduce project impacts even further:

- 16-1. The landscape irrigation system should be designed, installed, and tested to provide uniform irrigation coverage for each zone. Sprinkler head patterns should be adjusted to minimize over spray onto walkways and streets. Each zone (sprinkler valve) should water plants having similar watering needs (do not mix shrubs, flowers and turf in the same watering zone).

Monitoring Phase: Pre-Construction, Construction
Implementation Party: Applicant/Contractor
Enforcement Agency: CRA Planning Department
Monitoring Agency: Los Angeles Department of Water and Power/
CRA Planning Department

- 16-2. Automatic irrigation timers should be set to water landscaping during early morning or late evening hours to reduce water losses from evaporation. Adjust irrigation run times for all zones seasonally, reducing watering times and frequency in the cooler months (fall, winter, spring). Adjust sprinkler timer run times to avoid water runoff, especially when irrigating sloped property.

Monitoring Phase: Pre-Construction, Construction
Implementation Party: Applicant/Contractor
Enforcement Agency: CRA Planning Department
Monitoring Agency: Los Angeles Department of Water and Power/
CRA Planning Department

- 16-3. Selection of drought-tolerant, low water consuming plant varieties should be used to reduce irrigation water consumption.

Monitoring Phase: Pre-Construction, Construction
Implementation Party: Applicant/Contractor
Enforcement Agency: CRA Planning Department
Monitoring Agency: Los Angeles Department of Water and Power/
CRA Planning Department

- 16-4. Ultra-low-flush water closets and ultra-low-flush urinals shall be installed. Low flow faucet aerators shall be installed on all sink faucets.

Monitoring Phase: Pre-Construction, Construction
Implementation Party: Applicant/Contractor
Enforcement Agency: CRA Planning Department/
Department of Building and Safety
Monitoring Agency: CRA Planning Department
Department of Building and Safety

16-5. A recycling program shall be instituted for the project to reduce the volume of solid waste going to landfills in compliance with the City's goal of a 50% reduction in the amount of waste going to landfills.

Monitoring Phase: Operation
Implementation Party: Applicant
Enforcement Agency: CRA
Monitoring Agency: CRA

16-6. Recycling bins shall be provided at an appropriate location onsite to promote recycling of paper, metal, glass and other recyclable material.

Monitoring Phase: Operation
Implementation Party: Applicant
Enforcement Agency: CRA
Monitoring Agency: CRA

VII. RESPONSES TO COMMENTS

COMMENTS ON THE INITIAL STUDY

Pursuant to Section 21091 of CEQA and Section 15105 of the State CEQA Guidelines, the Draft Initial Study/Proposed Mitigated Negative Declaration (IS/MND) for the proposed project was circulated for a 20-day review period from February 8, 2005, ending February 28, 2005. The public review period enables interested agencies, organizations and the public to submit written comments regarding the proposed project. Consequently, the City of Los Angeles Community Redevelopment Agency (CRA) received a total of seven comment letters. In addition, the CRA received comments from South Los Angeles community members before the public review period began, which are also responded to below.

For ease of responding to each comment letter, a number has been assigned to each comment letter, and comments within each comment letter are bracketed and numbered. For example, comment letter "1" is from Alberta Green. The comment in this letter is numbered "1-1". The bracketed comment letter is provided at the conclusion of that letter's responses. The commenters are as follows:

Commenters

1. Alberta Green, 1144 West 84th Street, Los Angeles, CA 90044, December 30, 2004.
2. Occupant, 1107 West 84th Street, Los Angeles, CA 90044, January 5, 2005.
3. Cheryl J. Powell, State of California Department of Transportation, District 7, 100 Main Street, Suite 100, Los Angeles, CA 90012, February 16, 2005.
4. Laverne Jones, South California Association of Governments, 818 West Seventh Street, 12th Floor, Los Angeles, CA 90017, February 23, 2005.
5. Mary M. Lee, 3904 Roxton Avenue, Los Angeles, CA 90008, February 28, 2005.
6. Lawrence Koonce Sr., 1038 West 81st Street, Los Angeles, CA 90044, February 28, 2005.
7. Julian Sean Rogers, 247 East 94th Street, Los Angeles, CA 90003, February 28, 2005.
8. Mike Bagheri, City of Los Angeles Department of Transportation, No Address Provided, March 23, 2005.

Commenter 1:

Alberta Green, 1144 West 84th Street, Los Angeles, CA
90044, December 30, 2004.

Response 1-1:

Contrary to the commenter's statement that the proposed project would not attract quality tenants to the project area, the proposed project is expected to bring a critical mass of daytime consumers to the area that would utilize existing retail and restaurant establishments, as well as provide retail expenditure potential for other businesses to locate into the project area. See also Responses 5-10.

The commenter states that the proposed project would not bring taxes to the project area. However, the proposed project would construct 4,000 square feet of retail and restaurant uses on the ground level, resulting in increased property tax and sales tax revenue. In addition, the proposed project would bring a critical mass of consumers that would attract new businesses to the project area, bringing tax generating establishments to an area that has been devoid of such businesses for the past 12 years. See also Response 5-11.

Furthermore, the comment letter does not state a specific concern or question regarding the adequacy of the analysis contained in the IS/MND. Therefore, a further response is not required pursuant to CEQA. However, the comments are acknowledged for the record and will be forwarded to the decision-making bodies for their review and consideration.

Honorable Yvonne Braithwaite Burke
Supervisor 2nd District, City of Los Angeles
500 W. Temple Street, Rm. 866
Los Angeles, Ca. 90012

December 30, 2004

Re: Spa 6- RFP-04 DPSS Project
ICO Investment Inc. LLC

Dear Ms. Supervisor

I am contacting you about the proposed Development of DPSS Building at 8300-8400 S. Vermont Ave. by ICO Investment Developers.

I'm in opposition to this County Project at this particular site location. The approximate 9 acre site was originally designated a "Project Recovery Area" for Vermont/Manchester Project Area of the CRA after the 1992 rebellion. Both Federal, County and City Officials came running to the area and as a result promised the Community a \$50 million dollar shopping plaza which never materialized. Negotiations with principal owner and obstacle Eli Sasson who owns or controls %80 of land site felled through.

The majority of the Community through focus groups, block clubs meetings, organizations and neighborhood development councils has steadily expressed their desire to have that site location remain a commercial/retail space only. The DPSS project will not attract quality tenants to build here. The DPSS will NOT pay taxes of which this community needs.

Several anchor like tenants have expressed intense interest in building here but not with a DPSS building located within project area. We're not against DPSS projects in general but just not at this particular site, the last premium land left in South Los Angeles for commercial/retail development.

Please help the Community right this disenfranchisement for over 12 years. Other like demographic areas such Chesterfield Square, Crenshaw/Baldwin Hills Shopping Plaza and Market Place at Inglewood's Hollywood Park are enjoying superb economic activity and has energised the immediate communities around them. We can realize that same vitality here if given the opportunity.

Please consider moving the DPSS Project to another Spa-6 location or even out of the area. There are areas that want these types of projects such as Concerned Citizens around Central Ave. and have the land to accommodate it. Thank you.

Sincerely

Alberta Green
1144 W 84TH Street
Los Angeles, Calif. 90044-3408
Live Here 20 Years

Commenter 2:

Occupant, 1107 West 84th Street, Los Angeles, CA 90044,
January 5, 2005.

Response 2-1:

Contrary to the commenter's statement that the proposed project would not attract quality tenants to the project area, the proposed project is expected to bring a critical mass of daytime consumers to the area that would utilize existing retail and restaurant establishments, as well as provide retail expenditure potential for other businesses to locate into the project area. See also Responses 5-10.

The commenter states that the proposed project would not bring taxes to the project area. However, the proposed project would construct 4,000 square feet of retail and restaurant uses on the ground level, resulting in increased property tax and sales tax revenue. In addition, the proposed project would bring a critical mass of consumers that would attract new businesses to the project area, bringing tax generating establishments to an area that has been devoid of such businesses for the past 12 years. See also Response 5-11.

Furthermore, the comment letter does not state a specific concern or question regarding the adequacy of the analysis contained in the IS/MND. Therefore, a further response is not required pursuant to CEQA. However, the comments are acknowledged for the record and will be forwarded to the decision-making bodies for their review and consideration.

84th Street Community Block Club
1141 W. 84th Street
Los Angeles, Calif. 90044
(323) 751-4760 *

January 05, 2005

Honorable Yvonne Braithwaite Burke
County of Los Angeles, Second Supervisorial District
500 W. Temple Street
Los Angeles, California 90012

Dear Ms. Burke,

Re: Spa 06: RFP-04, Administration Building Project

I am contacting you regarding the development of the County Administration Building proposed for location at 8300-8400 So. Vermont Avenue, to be developed pursuant to a proposal by ICO Development, LLC.

As a homeowner in your district and within this area, be advised that I am opposed to such a project at this particular site. This approximate 9 acre site, which is within Vermont/Manchester, was initially designated as a "Project Recovery Area" by the Community Redevelopment Agency (CRA), after the 1992 rebellion. After this action, federal, County and City officials visited the area and promised our community a \$50 million shopping plaza to address some of the neglect this area had suffered for many years. Thirteen years later, the shopping plaza has not materialized. We have been advised that negotiations with the principal owner of the necessary parcel, Eli Sasson, who owns 80% of the parcel, have fallen through.

The majority of our community, through focus groups, block club meetings neighborhood development councils, etc, has consistently expressed its desire to have this site developed as commercial/retail space. In our opinion, the project as currently configured will not attract "quality" tenants. Further, the County Administration Building will not pay any taxes on that parcel. A revenue source that this community needs.

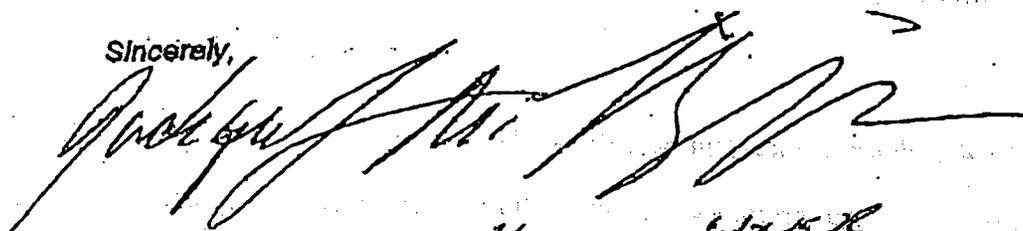
Several potential anchor tenants of a shopping mall/plaza have expressed an interest in building in this area, but with the proposed County Administration Building in the area they have now expressed reservations., Understand, we are not opposed to the County Administration Building, in general, but we do have concerns about it being located at this particular site, the last premium commercial/retail land for development in South Los Angeles

Please help our community right this wrong and halt any further neglect and disenfranchisement. Other areas with similar demographics, e.g. Chesterfield Square, the Crenshaw/Baldwin Hills Shopping Plaza and Market Place in Inglewood at Hollywood Park, are enjoying economic revitalization that has revived the community. We would appreciate the same opportunity and feel that we would have similar results, if given the chance.

Please consider relocating the County Administration to another part of the SPA-6 cluster or perhaps out of the area altogether. We understand there are other areas that have the land to accommodate this project and that would welcome such a project, e.g. the Concerned Citizens around Central Avenue.

Thank you for your consideration.

Sincerely,



15 YEARS HOME OWNER
1107 W. 84TH ST
LOS ANGELES, CA 90044

* Telephone number and address of Block Club President, Hazel Terry

Commenter 3:

Cheryl J. Powell, State of California Department of Transportation, District 7, 100 Main Street Suite 100, Los Angeles, CA 90012, February 16, 2005.

Response 3-1:

As recommended in Mitigation Measures 15-1 and 15-3, the proposed project would contribute funds for the installation of the City of Los Angeles' Adaptive Traffic Control System (ATCS) for traffic signal controls.

Response 3-2:

Comment noted. The City of Los Angeles policy requires appropriate traffic control/management plans to be prepared and approved prior to any partial or full closure of a City street right-of-way. As such, the proposed project would be required to submit and have a Transportation Management Plan approved.

Response 3-3:

City of Los Angeles policy requires an approved haul route for construction vehicles prior to the issuance of a building permit. As such, the proposed project is requesting approval for a haul route permit (see Discretionary Approval No. 3 on page II-20 of the IS/MND). Haul route approvals routinely contain restrictions on hours, etc. for State highways and other roadways. Furthermore, the proposed project would obtain a Caltrans Transportation Permit for the use of over-sized or over-weight vehicles on State highways, if needed.

DEPARTMENT OF TRANSPORTATION

DISTRICT 7
100 MAIN STREET, Suite 100
LOS ANGELES, CA 90012-3606
PHONE (213) 897-3747
FAX (213) 897-1337
TTY (213) 897-4937

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Flex your power!
Be energy efficient!

February 16, 2005

IGR/CEQA cs/050223 - NEG DEC
Manchester Vermont Village Project
proposed County offices 200,000 sq. ft.
84th St./Vermont Ave.
Vic. LA-110-16.09

Mr. Robert Manford
Community Redevelopment Agency of the
City of Los Angeles
354 S. Spring St., Suite 700
Los Angeles, California 90013

Dear Mr. Manford:

Thank you for including the California Department of Transportation in the environmental review process for the above-mentioned project. Based on the information received, we have the following comments:

We recommend that the developer participate through a fair-share funding program in traffic signal and intersection improvements as identified traffic mitigation measures.

A Transportation Management Plan will be needed for any lane closures, detours, parking restrictions, etc.

We recommend that construction related truck trips on State highways be limited to off-peak commute periods. Transport of over-size or over-weight vehicles on State highways will need a Caltrans Transportation Permit. The contractor should agree to avoid excessive or poorly timed truck platooning (caravans of trucks) to minimize transportation related operational conflicts, minimize air quality impacts, and maximize safety concerns.

If you have any questions regarding our comments, please refer to our IGR/CEQA Record number cs/05223 and do not hesitate to contact me at (213) 897-3747.

Sincerely,

Cheryl J. Powell
IGR/CEQA Program Manager

Scott Morgan, State Clearinghouse

"Caltrans improves mobility across California"

Robert Manford

1
2
3

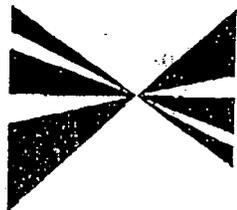
Commenter 4:

Laverne Jones, South California Association of Governments, 818 West Seventh Street, 12th Floor, Los Angeles, CA 90017, February 23, 2005.

Response 4-1:

This comment from the Southern California Association of Governments (SCAG) indicates that the proposed project is not considered to be regionally significant per SCAG Intergovernmental Review Criteria and CEQA Guidelines. Therefore, no response is required.

SOUTHERN CALIFORNIA



ASSOCIATION of GOVERNMENTS

Main Office

818 West Seventh Street

12th Floor

Los Angeles, California

90017-3435

(213) 236-1800

(213) 236-1825

www.scag.ca.gov

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Riverside County: Jeff Stone, Riverside County • James Buckley, Lake Elsinore • Bonnie Kinger, Moreno Valley • Ron Lovernage, Riverside • Greg Patis, Cathedral City • Ron Harris, Temecula

Santa Bernardino County: Gary Ovit, San Bernardino County • Bill Alexander, Rancho Jamuna • Lawrence Dale, Barstow • Lee Ann Clark, Grand Terrace • Susan Longville, San Bernardino • Deborah Robertson, Blaine

Stanislaus County: Judy Mikels, Ventura County • Bob Beretta, Simi Valley • Carl Morehouse, San Francisco • Toni Young, Fort Meade

Orange County Transportation Authority: Lou ... County of Orange

Riverside County Transportation Commission: ...

Stanislaus County Transportation Commission: ...

Stanislaus County Transportation Commission: ...

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05 FEB 28 P5:04

February 23, 2005

Dr. Robert Manfred
City Planner
Community Redevelopment Agency of the
City of Los Angeles
354 S. Spring Street, Suite 700
Los Angeles, CA 90013

RE: SCAG Clearinghouse No. 120050073 University Gateway Project; and
120050086 Manchester Vermont Village Project

Dear Dr. Manfred

Thank you for submitting the projects for review and comment:

- University Gateway Project
- Manchester Vermont Village Project

As areawide clearinghouse for regionally significant projects, SCAG reviews the consistency of local plans, projects and programs with regional plans. This activity is based on SCAG's responsibilities as a regional planning organization pursuant to state and federal laws and regulations. Guidance provided by these reviews is intended to assist local agencies and project sponsors to take actions that contribute to the attainment of regional goals and policies.

We have reviewed the proposed projects and have determined that the Projects are not regionally significant per SCAG Intergovernmental Review (IGR) Criteria and California Environmental Quality Act (CEQA) Guidelines (Section 15208). Therefore, the proposed Project does not warrant comments at this time. Should there be a change in the scope of the proposed Project, we would appreciate the opportunity to review and comment at that time.

A description of the proposed Project was published in SCAG's February 1-15, 2005 Intergovernmental Review Clearinghouse Report for public review and comment.

The project title and SCAG Clearinghouse number should be used in all correspondence with SCAG concerning this Project. Correspondence should be sent to the attention of the Clearinghouse Coordinator. If you have any questions, please contact me at (213) 236-1867. Thank you.

Sincerely,

Reverene Jones for

MARK BUTALA
Senior Regional Planner
Intergovernmental Review

Action:

Info: *Manford*

Doc #107570



1965 2005

Commenter 5: Mary M. Lee, 3904 Roxton Avenue, Los Angeles, CA 90008, February 28, 2005.

Response 5-1:

This comment provides background information about the Community Coalition and does not state a concern or question regarding the adequacy of the analysis contained in the IS/MND. Therefore, a response is not required pursuant to CEQA.

Response 5-2:

The comment states that significant adverse impacts are likely to occur as a result of the proposed project and that state law supports the preparation of an EIR where a substantial question exists as to whether the project under consideration might cause significant impacts. However, the standard to determine whether an EIR should be prepared is whether there is substantial evidence to support a fair argument that there may be a significant impact. Substantial evidence is defined as "enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached" (See Section 15384 of the CEQA Guidelines). Additionally, as analyzed throughout the IS/MND, the implementation of the recommended mitigation measures reduces all impacts associated with the proposed project to less-than-significant levels. This comment provides no substantial evidence that the proposed project may have an adverse impact.

This comment incorrectly characterizes the purpose of an EIR as a mechanism to resolve conflicts over the negative and positive aspects of a project. The purpose of environmental review is not to resolve conflicts but to identify the significant effects on the environment of a project, to identify alternatives to the project, and to indicate the manner in which those significant effects can be mitigated and/or avoided (see Section 21003.1 of the Public Resources Code).

This comment also states that data collection for the proposed project has been superficial, but provides no data or references offering facts, reasonable assumptions based on facts or expert opinion supported by facts in support of the comment. As demonstrated in Section V (Preparers of Initial Study and Persons Consulted) of the IS/MND, four technical consultants and five government agencies were contacted, and contributed their expertise and input regarding the potential impacts related to the proposed project. As such, a comprehensive effort was made to obtain all pertinent information in order to assess the potential impacts accurately.

With input from the technical consultants and government agencies, in addition to research by an independent CEQA consultant, the potential impacts of the proposed project were determined. As stated above, for every potentially significant impact generated by the proposed project, appropriate

mitigation measures were recommended to reduce the impact of the proposed project to a less-than-significant level. Therefore, pursuant to Section 15070 of the CEQA Guidelines, a Mitigated Negative Declaration is appropriate and an Environmental Impact Report (EIR) is not required.

Response 5-3:

As discussed on pages IV-97 and IV-98 of the IS/MND, displacement of existing residents on the property may result in a significant impact. However, this potential impact would be mitigated to a less-than-significant level by Mitigation Measure 12-1, which requires the adherence to the rules and regulations as outlined in §405 of the Redevelopment Plan for the Vermont/Manchester Recovery Redevelopment Project ("Redevelopment Plan") regarding displaced persons. Pursuant to §405 of the Redevelopment Plan, the proposed project is required to complete a Replacement Housing Plan and Relocation Plan (see Appendices L through O for both the English and Spanish version of these Plans). The Replacement Housing Plan will guide and facilitate the rehabilitation or construction of replacement housing for persons or families of low/moderate income in accordance with the Redevelopment Plan (see Appendix L).

Pursuant to recommended Mitigation Measure 12-1, the CRA completed a Replacement Housing Plan on February 15, 2005, which was presented for public review at the Vermont Manchester Community Advisory Committee (CAC) meeting on February 24, 2005. The Replacement Housing Plan will be considered for approval by the CRA Board on April 7, 2005. The Replacement Housing Plan indicates that an equivalent number of dwelling units, which are deed restricted for occupancy by very low income households at affordable rents, have been developed for use by the displaced residents of the proposed project at Amistad Plaza, located at 6050-6130 Western Avenue in the Western/Slauson Recovery Redevelopment Project area. Amistad Plaza is approximately 2.5 miles northwest of the project site and is still located within the South Los Angeles Community. Therefore, the displaced members would not be required to leave the South Los Angeles Community.

Furthermore, Del Richardson & Associates completed a Relocation Plan on February 17, 2005, which was presented for public review at the Vermont Manchester CAC meeting on February 15, 2005 (see Appendix M). The Relocation Plan will be considered for approval by the CRA Board on April 7, 2005. The Relocation Plan indicates that the relocation program for the proposed project would administer the relocation rules and guidelines as stated within the California Relocation Assistance Law (CRAL) (see Government Code §7260 et seq).

Pursuant to the rules and guidelines stated within the CRAL, 13 of the 16 dwelling units located on the project site at 939 West 84th Street are considered overcrowded. Consequently, the project developer would be responsible for relocating four of these households from studio apartments to one-bedroom apartments, eight of these households from studio apartments to two-bedroom apartments and one household from a studio apartment to a three-bedroom apartment. In addition, the project's developer

is required to pay the incremental increase in rent, if applicable, for the 21 displaced multi-family units for the first 42 months of their new lease terms. Consequently, the proposed project would result in a substantial net benefit to the residents of the 21 multi-family units, 16 of whom represent Latino households with one or more children.

Response 5-4:

The comment incorrectly equates new traffic trips with adverse impacts. Traffic trips are not considered an adverse impact unless they exceed significance criteria and cannot be mitigated to less-than-significant levels. To address the impact of traffic in the project area, a traffic study was prepared by Crain & Associates in December 2004 (see Appendix I), which has recently been reviewed and approved by Los Angeles Department of Transportation (LADOT) (see Appendix P for LADOT letter and/or Comment Letter 8). According to the LADOT, the traffic study adequately evaluated the project-related traffic impacts on the surrounding community. The traffic study identifies 5,436 net new trips as a result of the proposed project. Traffic impacts were identified at three of the 11 study intersections; however, the traffic study includes mitigation measures to reduce the project traffic impacts to less-than-significant levels. To mitigate two of the impacted study intersections, the project developer would be required to contribute monetary funds towards the installation of the City of Los Angeles Adaptive Traffic Control System for traffic signal control. To mitigate the third impacted study intersection located at Manchester and Vermont Avenue, the project developer would remove the median island and restripe the roadway to add a second left-turn only lane to both the northbound and southbound directions, and modify the signal to reflect this change. According to LADOT, the proposed mitigation measures and road improvements would mitigate the impact at the three intersections to a level of insignificance.

It should also be noted that the Southern California Association of Governments' 2004 Regional Transportation Plan encourages "focusing growth along transit corridors." Following this suggestion, the proposed project is directing growth along Vermont Avenue, which is a transit corridor.

As discussed in Response 5-7, parking would be provided onsite and would exceed County Code requirements.

Response 5-5:

This comment states that the proposed project would necessitate unspecified infrastructure improvements. As analyzed in Question 16(c) on page IV-159 of the IS/MND, the existing storm drain facilities would be able to accommodate the proposed project. In addition, as stated in Question 16(b) on page IV-157 of the IS/MND, the Los Angeles Department of Water and Power and Los Angeles Bureau of Sanitation anticipate that the current water and wastewater infrastructure would accommodate

the proposed project. Therefore, contrary to this comment, development of the proposed project would not necessitate considerable infrastructure improvements.

Response 5-6:

The proposed project would result in potentially significant impacts with respect to aesthetics, construction-related air quality, and traffic, but with implementation of the recommended mitigation measures, all impacts would be reduced to less-than-significant levels. For example, the IS/MND identified a potentially significant aesthetic impact of the proposed parking structure on the residents located to the east. To reduce that impact, the IS/MND recommends landscaping of the structure's eastern wall (see Mitigation Measures 1-1 and 1-2). The office building and parking structure would also be required to conform to the design guidelines as outlined in the Design Guidelines for the Vermont Avenue Shopping Center Development Area South Central Los Angeles Community Plans (see Mitigation Measure 1-3). The potentially significant impact from construction-related activities is caused by paint fumes. The recommended mitigation is the requirement to use low fume emitting paints (see Mitigation Measure 3-1). With respect to traffic impacts, see Response 5-4.

Response 5-7:

Contrary to the commenter's assertion that the IS/MND fails to address parking and that parking is inadequate, a complete discussion of parking is provided in the IS/MND. As discussed on page II-16 of the IS/MND, under the City of Los Angeles Municipal Code (LAMC), the parking requirement is two spaces per 1,000 square feet (sf) for certain redevelopment areas, enterprise zones, and economic incentive areas, including the Greater Watts Employment and Economic Incentive Program Area (GWEEIPA). The project site is located within the GWEEIPA. Therefore, the proposed project is eligible for the reduced parking requirement of two spaces per 1,000 sf and would only be required to provide approximately 472 parking spaces as follows:

Government Office: $220,000 \text{ sf} \times 2 \text{ spaces}/1,000 \text{ sf} = 440 \text{ spaces}$

Child Care¹: $100 \text{ students} \times 0.24 \text{ spaces}/\text{student} = 24 \text{ spaces}$

Retail/Fast-food restaurant: $4,000 \text{ sf} \times 2 \text{ spaces}/1,000 \text{ sf} = 8 \text{ spaces}$

However, under the County of Los Angeles Code, a redevelopment area is required to provide 4.5 parking spaces per 1,000 square feet of rentable space. Therefore, under the County requirements the

¹ City code does not contain a parking provision for child care uses, so the rate found in *Parking Generation*, 3rd Edition, Institute of Transportation Engineers was used.

proposed project would be required to provide 900 parking spaces (200,000 rentable sf x 4.5 spaces). As such, the proposed project would implement the more stringent County requirements and provide 900 spaces. In addition, the project is located in a transit corridor, which would reduce the reliance upon parking, as employees and patrons of the proposed project would utilize public transportation. Therefore, the proposed amount of parking is considered adequate and no impact upon parking in residential neighborhoods is anticipated.

Response 5-8:

The commenter is correct that the IS/MND undercounted the number of residents currently residing on the project site. Due to overcrowding conditions, the actual number of residents in the 21 apartment units proposed for demolition as part of the proposed project is 66 individuals, not 21 as stated in the Draft IS/Proposed MND. The Final IS/MND has been revised to show that the actual number of individuals displaced by the proposed project would be 66. For a further discussion of relocating the 66 displaced individuals, see Response 5-3.

The IS/MND does not discuss the changing demographics of the South Los Angeles community, as CEQA does not treat economic and/or social effects as significant effects on the environment (see Section 15131(a) of the CEQA Guidelines). Under CEQA, "environment" is defined as the physical conditions that exist within an area affected by a proposed project, including land, air, water, minerals, flora and fauna, noise, and objects of historic or aesthetic significance, while an impact must be "related to a physical change" (see Section 15360 and 15358 of the CEQA Guidelines). Although CEQA does require an analysis of physical changes to the environment caused by a project's economic or social effects, in this instance no evidence is provided that perceived social and economic changes in the South Los Angeles community involve physical adverse changes to the environment.

Response 5-9:

Contrary to this comment, comprehensive efforts have been made to inform the Spanish-speaking residents currently residing on the project site about the potential for relocation. All written notices sent to the potentially affected households on behalf of the project developer have been in both Spanish and English and would continue to be so. In addition, a summary of the Replacement Housing Plan has been translated into Spanish (see Appendix N).

In preparing the Relocation Plan, Del Richardson and Associates directed four of its bi-lingual, bi-cultural Spanish-speaking staff members (i.e., Isela Lopez, Amabilia Ramirez, Carlos Marquez, and Sebastian Perez) to meet with each of the potentially affected households to gather the necessary information to write a complete and accurate Relocation Plan.

In order to inform the potentially affected households about the Vermont Manchester CAC meeting held on February 24, 2005, at which the Relocation Plan was presented and discussed, bilingual notices were mailed to each household. The majority of the attendees at this meeting were residents of the potentially affected households, all of whom are either Latino or African-American. A Spanish interpreter was provided by the CRA, in addition to headsets providing simultaneous English-Spanish translation. The bi-lingual staff members from Del Richardson and Associates were also present at the meeting, and spoke in both English and Spanish to the potentially affected households about the Relocation Plan. Furthermore, Mike Hernandez, Chief of Staff for Council District 8, was also present and spoke in English and Spanish to the potentially affected households.

Subsequent to the February 24th meeting, the Relocation Plan was translated into Spanish, and distributed to all Latino households on March 2 and 3, 2005 (see Appendix O). Staff members from Del Richardson and Associates again met with each of the households, explained the Relocation Plan, and asked them to sign a form indicating that they had a basic understanding of the Relocation Plan.

A meeting for all potentially affected households was held on March 10, 2005 at the Crenshaw Christian Center, located at 78th Street and Vermont Avenue, which is in close proximity to the residences of the affected households. This meeting was directed by staff members of Del Richardson and Associates, as well as CRA staff and CAC members. All of the details of the Relocation Plan, in both English and Spanish, were fully explained to the household representatives who attended, the majority of whom were Latino.

Response 5-10:

The commenter contends that the proposed project is inconsistent with the Community Plan and the Redevelopment Plan (collectively, the "Plans"). However, as analyzed in Question 9 on page IV-68 in the IS/MND, the proposed project is consistent with the stated goals and uses identified in the Plans.

The IS/MND accurately reflects the proposed project's consistency with the Community Plan and Redevelopment Plan. The proposed project is consistent with various elements of the Plans, including identified goals and permitted uses of the Plans. As part of the Land Use Element of the City's General Plan, the Community Plan sets forth objectives, policies, programs, and planned development. The Community Plan is intended to promote an arrangement of land uses, streets, and services which will encourage and contribute to the economic, social and physical health, safety, welfare and convenience of the people who live and work in the community. The Redevelopment Plan is intended to implement redevelopment, rehabilitation and revitalization of the redevelopment area.

Contrary to this comment, retail uses are not the only permitted or intended uses for the project site. The Redevelopment Plan Land Use Map and the Community Plan Land Use Map designate commercial land uses for the project site. Each Community Plan lists permitted zones corresponding to a land use

category. For the commercial land use category that is applicable to the project site, the Community Plan permits C1, C1.5, C2, C4, and CR commercial zones, as identified in the Los Angeles Municipal Code (LAMC). According to the City Zoning Map, the project site is zoned C2 (Commercial). Uses permitted in the C2 zone include office, parking and child care uses. Accordingly, the proposed uses of the project are consistent with the land uses designated in the Redevelopment Plan and the Community Plan.

The proposed project is also consistent with the adopted design standards pursuant to the Redevelopment Plan. Pursuant to Section 520 of the Redevelopment Plan, the CRA adopted Design Guidelines for the Vermont Avenue Shopping Center Development Area (Design Guidelines) articulate suggested goals of the Redevelopment Plan and a design philosophy for commercial developments along the east side of Vermont Avenue, between 83rd Street and Manchester Avenue. The commenter apparently confuses *suggested* standards in the Design Guidelines with *mandatory* standards in the Design Guidelines. The language of the Design Guidelines presents many standards as suggested guidelines rather than mandated guidelines and thus, consistency with suggested guidelines is not required. The design of the proposed project is consistent, however, with those guidelines that are mandated, including landscaping setbacks.

Additionally, though design guidelines and standards have also been drafted to implement the goals of the Community Plan, the Community Plan Design Guidelines have not been adopted, and no final expression of City policy on Community Plan design standards exists. For purposes of CEQA compliance, only a plan which has been adopted can legally apply to a project. Therefore, draft plans need not be evaluated. Thus, because the Community Plan Design Standards have not been adopted, they are not applicable to the proposed project and consistency with the standards is not required.

The commenter also inaccurately frames the goals of the Community Plan by representing that the goals are to facilitate convenient shopping, access to professional services, and create or upgrade office space. Although the Community Plan does state that its commercial land use policies reflect these needs, the commercial land use goal of the Community Plan is to provide,

[a] strong and competitive commercial sector which best serves the needs of the community through maximum efficiency and accessibility while preserving the historic and cultural character of the district.

Pursuant to this commercial land use goal, several commercial objectives 2-1, 2-3, and 2-6 of the Community Plan include,

to conserve and strengthen viable commercial development, to attract uses which strengthen the economic base and expand market opportunities for existing and new

business, and to maintain and increase the commercial employment base for community residents whenever possible.

Currently, all except one of the stores in the commercial buildings located on the project site are vacant. The absence of retailers in the past 12 years demonstrates that without an influx of consumers, retailers doubt that the area possesses adequate retail expenditure potential. In order to achieve a strong and competitive commercial sector, the area is in dire need of consumer-producing developments to transform rundown, vacant sites. Because the proposed project would relocate approximately 1,000 county employees, the proposed project is producing 1,000 daily consumers for the project area, in addition to the members of the public who would visit the project site for County services. This substantial and critical daytime population of workforce and visitors with buying power would attract smaller business establishments, and restaurants and retailers would evolve from the opening of a new development that brings in such a critical mass. As such, the commercial employment base would increase from the influx of new business establishments.

Moreover, the proposed project is consistent with the established objectives of the Redevelopment Plan, including the framework within which specific redevelopment activities may be carried out. Although the commenter correctly recites several objectives cited in Section 105 of the Redevelopment Plan, "to promote and develop employment opportunity, create economic opportunity and business development and enhance the attractiveness and marketability of the surrounding area," the commenter incorrectly contends that the proposed project is inconsistent with these objectives and would not enhance the tax base. The proposed project is in fact consistent with these objectives for the same reasons as stated above. The buying power of the incoming County workforce would significantly stimulate existing businesses and attract new business establishments to current vacant and underutilized parcels, thereby enhancing the sales tax base, as well as the tax increment for the redevelopment area. In addition, the proposed project would contain 4,000 square feet of retail and restaurant tenants located on the ground floor, resulting in increased property tax and sales tax revenues. Therefore, development of the proposed project would effectively result in appreciated land values for existing and new business establishments, thereby enhancing the redevelopment area tax base.

Response 5-11:

The proposed project is consistent with the Community Plan's general purposes in, "improving the function, design, and economic vitality of the commercial corridors" and "planning the remaining commercial and industrial development opportunity sites for needed job producing uses that improves the economic and physical condition of the South Central Community Plan Area." Because the proposed project would develop an underutilized site and bring in a critical mass of County employees and their clients to the project area, the proposed project would improve the economic vitality in the area by attracting job-producing restaurant and retail uses. As such, the proposed project would act as

a catalyst in stimulating the marketability of the surrounding area and creating permanent jobs in close proximity to the residences of the area.

In making the above arguments, the commenter implies that the proposed project would bring adverse socioeconomic impacts to the area and that the MND fails to address such impacts. CEQA does not, however, treat economic and social effects as significant effects on the environment (see Response 5-8).

The commenter correctly indicates that the proposed project would not create new County jobs, but would instead relocate existing County employees to the project site. The County has estimated that in addition to the transfer of existing employees to the project sited, 90 to 120 net new full-time County jobs would be created. The influx of these new and existing 1,000 County employees would stimulate the marketability of the area for new restaurant, retail and other service jobs to serve the incoming County employees. Moreover, the influx of the County's clients to the area would also stimulate the need for local services. Therefore, development of the proposed project would result in advantageous and catalytic socioeconomic effects on an existing physically and economically deteriorated area.

Response 5-12:

Contrary to this comment, detailed cumulative analyses are provided for each environmental impact category in Section IV (Environmental Impact Analysis) of the IS/MND. Development of the parcel of land located directly south of the project site with 163 condominiums and a 81,980 square-foot shopping center is designated as Related Project No. 4 (see Table IV-21), and, therefore, is included in the cumulative analysis.² With implementation of the identified mitigation measures in the IS/MND, construction of the proposed project and related projects located in the South Los Angeles community would not generate any significant cumulative impacts.

The comment states that the analysis is a "piecemeal approach to environmental review." CEQA states that environmental considerations do not become submerged by chopping a large project into many little ones--each with a minimal potential impact on the environment--which cumulatively may have disastrous consequences. Piecemeal review occurs by the division of one project into multiple 'projects,' each with its own environmental documents, thereby neglecting to study the cumulative impacts of the project as a whole. The potential impacts of Related Project No. 4 were evaluated by the IS/MND and were considered with respect to the following potential project impacts: traffic

² This most recent project description information for Related Project No. 4 was provided to the project developer by Mr. Eli Sasson, who is the owner of approximately 80 percent of the land area comprising the two blocks south of the project site.

volumes, trip generation, critical movement analysis, level of service (current and future traffic conditions), existing, proposed and projected water consumption, existing, proposed and projected wastewater generation, and existing, proposed and projected solid waste generation. Therefore, the IS/MND comprehensively addresses the cumulative impact of Related Project No. 4 together with the proposed project and other proposed uses in the surrounding area. Furthermore, the IS/MND does not provide a piecemeal review because Related Project No. 4 is a distinct and unrelated project proposed to be entirely developed by another developer.

Response 5-13:

This comment states an opinion that the Mitigated Negative Declaration and IS/MND fail to provide the "greatest protection possible to the environment", but does not address a specific concern or question regarding the adequacy of the analysis contained in the IS/MND. The comment neither provides substantial evidence supporting this claim nor does it direct the CRA to a source for such substantial evidence. Therefore, a response is not required pursuant to CEQA. See Response 5-2 regarding the adequacy of the IS/MND.

3904 Roxton Avenue
Los Angeles, CA 90008

Mary M. Lee/ ATTORNEY AT LAW

VIA FACSIMILE

February 28, 2005

Attention: Dr Robert Manford
City Planner
Community Redevelopment Agency
of the City of Los Angeles
354 S. Spring Street, Suite 700
Los Angeles, CA 90013

Re: Mitigated Negative Declaration/ Manchester Vermont Village

Dear Dr. Manford:

I am writing on behalf of the Community Coalition to provide comments to you regarding the Mitigated Negative Declaration and Initial Study that has been prepared for the Manchester Vermont Village project, the proposed development of a facility that will provide offices for employees of various Los Angeles County social services departments.

The Community Coalition ("Coalition") is a grass roots organization of 4500 members founded in 1990. Its mission is to transform the social and economic conditions in South Los Angeles that foster addiction, crime, violence and poverty by engaging thousands of average citizens in efforts to impact and change public policy. The Coalition's office is located at 8101 S. Vermont, across the street from the site of the proposed development that is at issue here. Not only would the Coalition be directly impacted by the project, but many Coalition members live in the immediate vicinity of the site, and have expressed concern about the project and its impact on the Manchester/Vermont community.

We have reviewed the Mitigated Negative Declaration and Initial Study, and ask that the following comments be included as part of the record in this matter and given full consideration by the Community Redevelopment Agency (Agency).

1) *A Mitigated Negative Declaration is not the appropriate mechanism for review of a project of this size and scope.*

Significant adverse impacts are likely to occur as a result of this project, and a mitigated negative declaration will not adequately address them or the potential effect of this project on the surrounding community. An Environmental Impact Report (EIR) should instead be utilized to provide the level of review that is warranted in this instance.

Members of the Coalition report that there is conflicting information about the negative and positive aspects of the proposed project and sharp division over the issues concerning potential adverse impacts it may cause. The purpose of an EIR is to resolve conflicts such

(323) 292-2536, phone
(323) 295-5760, fax

as these. State and federal law support the preparation of EIR where a substantial question exists as to whether the project under consideration might cause significant impact.

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Moreover, additional information about likely impacts is clearly needed. California law places the burden for environmental investigation on the government, rather than on the public. In this instance, the investigation and collection of data has been superficial at best and the Agency is obligated to gather all the data needed to make an informed decision on a project such as this before committing public resources to this project. An EIR is the appropriate vehicle to obtain and assess the data required. In this instance it would be an abuse of discretion for the Agency to fail to prepare an EIR.

2) Substantial evidence exists that adverse impacts will result from the proposed project

Several features of the proposed project require actions that will obviously cause severe adverse impacts to the surrounding community. Foremost among them are the demolition of housing and the displacement of community residents. The severity of the housing crisis in Los Angeles is common knowledge so any loss of housing is critical. The displacement of occupants of that housing is a related but separate issue, but the loss of dozens of community members impacts the entire neighborhood.

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It is also obvious that the proposed project will have an immediate adverse impact on area traffic. The project is slated for a major transit corridor and will convert land that has been vacant for 12-15 years into a 4 story building with a 6 story parking structure. The additional 600 - 1200 employees and clients who will visit the proposed project each day will not only add vehicle trips, but will also adversely impact parking in the residential portion of the neighborhood.

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The project will also necessitate significant infrastructure improvements and modification in order to accommodate construction of the proposed buildings. Given that no infrastructure upgrades have been made in the area for 15 years or more, it is likely that the impact of this work will be considerable.

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3) The Mitigated Negative Declaration and Initial Study omit, misstate or mischaracterize the circumstances in the environment in order to minimize the potential negative impact of the proposed project.

The mitigated negative declaration and initial study acknowledge several instances where significant adverse impacts will result from the project. Among them: impact on the visual character or quality of the site and its surroundings, impacts on air quality, impacts on traffic and vehicle trips. Yet all are ultimately minimized and described as resolved. In other instances, the documents fails to address parking, despite the fact that the proposed parking structure is not designed to accommodate all of the employees and clients expected to utilize the building.

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We are also dismayed that loss of housing and the displacement of dozens of area residents are also treated dismissively, and appear to be undercounted. There is no discussion in the mitigated negative declaration and initial study of the rapidly changing demographic circumstances in this community, including an increase of Latino households - some with limited English skills, as well as the increased presence of children and young people in the area. These factors impact the housing search, yet they are not discussed. In fact, according to members of the Coalition, very little effort has been made to inform Spanish speaking members of this community about anything related to the proposed project, including the potential for displacement. Materials and information have not been

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made widely available in Spanish, hampering participation by a large segment of this community that will be directly impacted by the proposed project.

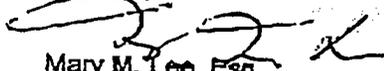
Further, the mitigated negative declaration and initial study mischaracterize circumstances by describing the proposed project as consistent with the applicable planning and land use documents such as the South Los Angeles Community Plan and the Vermont/Manchester Redevelopment Plan. Both plans call for retail and commercial use for the site in question. Many members of the Community Coalition were active participants in the crafting of the Vermont/Manchester Redevelopment Plan, and have worked for years to make retail development the focus of land use decisions for the area. The goals of the community plans were to facilitate convenient shopping, access to professional services, creating or upgrading office space; the redevelopment plan was designed to promote and develop employment opportunity, create economic opportunity and business development and enhance the attractiveness and marketability of the surrounding area.

The proposed project is not at all consistent with either of these plans. It would provide no retail shopping, and certainly no office space that can be occupied by professionals or businesses. It would not be a commercial project at all -- rather it is proposed as a facility that will house existing county staff members who are not engaged in commerce. The facility could not be classified as a public building either, as it will not be open to the public, but will admit only clients of specific county programs. From descriptions of the proposed project that have been provided to a limited number of residents, the project is not likely to create permanent jobs, as most if not all of the positions will be filled by existing county employees transferring from other county facilities. It is also doubtful that the proposed project will make the surrounding area marketable. County facilities such as the one proposed here do not typically anchor retail development, and are not considered desirable by residential communities. Moreover, because the proposed property will be utilized by a government agency, it will generate no taxes and therefore not enhance the tax base of the community. Enhancing the area's tax base is a fundamental goal of the redevelopment plan. It is alarming that the mitigated negative declaration and initial study omit any discussion of the impact the proposed project will have on the area's tax base.

Finally, the mitigated negative declaration and initial study make reference to "probable development" that is planned for land immediately adjacent to the south side of the proposed project. Yet no analysis of the environmental impacts of this "probable development" has been undertaken. By taking this piecemeal approach to environmental review, the mitigated negative declaration and initial study fail to address the cumulative impact the development of 8 acres of land would have on the surrounding area.

The purpose of environmental laws is to afford the greatest protection possible to the environment. The mitigated negative declaration and initial study that have been submitted here fail to do so. We urge the Community Redevelopment Agency to prepare an Environmental Impact Report and give fair and full consideration to the proposed project and possible negative consequences before determining whether or not to proceed.

Sincerely,



Mary M. Leo, Esq.
on behalf of the Community Coalition

cc: Marqueece Harris Dawson

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Commenter 6: Lawrence Koonce Sr., 1038 West 81st Street, Los Angeles, CA 90044, February 28, 2005.

Response 6-1:

This comment provides a perspective of the history of the project area. However, it does not state a concern or question regarding the adequacy of the analysis contained in the IS/MND nor does it present substantial evidence supporting a fair argument that the proposed project may have a significant effect on the environment. Unsubstantiated opinion or narrative is not substantial evidence (see Public Resources Code Section 21082.2). Therefore, a response is not required pursuant to CEQA. However, the comment is acknowledged for the record and will be forwarded to the decision-making bodies for their review and consideration.

Response 6-2:

For consistency with the Redevelopment Plan, Community Plan, and other applicable plans, see Responses 5-10 and 5-11.

Response 6-3:

For consistency with the Redevelopment Plan, Community Plan, and other applicable plans, see Responses 5-10 and 5-11.

Response 6-4:

Contrary to this comment, detailed analyses are provided for each environmental impact category in Section IV (Environmental Impact Analysis) of the IS/MND. An initial study supporting a mitigated negative declaration must include a "discussion" of ways to mitigate the significant effects that are identified (see CEQA Guidelines Section 15063(d)(4)). As analyzed Section IV of the IS/MND, construction and operation of the proposed project would not generate any significant impacts that cannot be mitigated. This comment fails to present substantial evidence supporting a fair argument that the proposed project may have a significant effect on the environment.

Response 6-5:

The commenter incorrectly states that housing affected by the project would not be replaced. Contrary to this statement, pages IV-97 and IV-98 of the IS/MND discusses that the existing housing units would be replaced pursuant to a Replacement Housing Plan prepared in accordance with the Redevelopment Plan (see Response 5-3).

The commenter also states that the CRA has not considered whether replacing housing within the Vermont/Manchester Redevelopment Project Area ("Project Area") is feasible. However, Section 405.3 of the Redevelopment Plan requires that replacement housing units be provided in the City, not specifically within the redevelopment area. Moreover, if insufficient suitable housing units are available in the City, the CRA may "direct or cause the development, rehabilitation or construction of housing units within the City, both inside and outside the Project Area." Therefore, the CRA need not consider whether replacing housing within the project area is feasible. Nevertheless, the Replacement Housing Plan indicates that displaced residents would be provided by replacement housing units 2.5 miles northwest of the project site at Amistad Plaza, located at 6050-6130 Western Avenue, which is within the South Los Angeles community.

Response 6-6:

The commenter states that the congregation of social services facilities will impact residential property values and the ability to attract retail development to the area. The IS/MND does not address the perceived impact of County social service facilities on surrounding property values or on the ability to attract retail development because CEQA does not treat economic and/or social effects as significant effects on the environment (see Section 15131(a) of the CEQA Guidelines). Nevertheless, development of the proposed project will improve the economic vitality of the area by bringing in a critical mass of consumers that will attract restaurant and retail uses to the area (see Responses 5-10 and 5-11). Moreover, as stated on page IV-173 of the IS/MND, the cumulative effect of the proposed project and other uses in the area will not result in cumulative land use impacts.

Response 6-7:

The commenter states that the CRA has not considered the impact that displacement would have on the surrounding area. CEQA does not, however, treat economic and/or social effects as significant effects on the environment (see Section 15131(a) of the CEQA Guidelines). Therefore, the CRA need not consider the impact of the displacement on the surrounding area (see Response 5-8).

The commenter also states that CRA has not considered whether potential displaced residents would be able to relocate in the project area. However, Section 405.3 of the Redevelopment Plan requires only that replacement housing units be provided in the City, not specifically within the project area (see Response 6-5). Nevertheless, the displaced residents would be provided replacement dwelling units, located 2.5 miles northwest of the project site, pursuant to a Replacement Housing Plan (see Response 5-3).

Response 6-8:

See Responses 5-4 and 5-7.

Response 6-9:

The IS/MND constitutes the collection and analysis of information about the proposed project. It assesses negative as well as beneficial aspects of the project. Further, the IS/MND has been available for public review and comment. Also, the CRA Board is required by State law to consider the IS/MND before taking any action on the proposed project. Although the commenter states that the proposed plan has created serious conflict in the community, the existence of public controversy over the environmental effects of a project would not require preparation of an EIR, as long as there is no substantial evidence that the proposed project may have a significant effect on the environment (see Public Resources Code §21082.2). The commenter has failed to present any substantial evidence that the project may have a significant effect on the environment, necessitating an EIR.

The remaining portion of this comment does not state a concern or question regarding the adequacy of the analysis contained in the IS/MND. Therefore, a response is not required pursuant to CEQA. However, the comment is acknowledged for the record and will be forwarded to the decision-making bodies for their review and consideration.

Dr. Robert Manford, City Planner
Community Redevelopment Agency, City of Los Angeles
354 S. Spring Street, Suite 700
Los Angeles, Ca. 90013

February 28, 2005

Re: Mitigated Negative Declaration/Manchester Vermont Project Area

Dear Mr. Manford

I have been a resident/homeowner in Vermont Knolls area for over 37 years. I am currently President of 81st Street Block Club Vermont Knolls. I am very active in my community and participate in various civic associations and community organizations.

For many years my neighbors and block club members have monitored efforts to revitalize Vermont Avenue between Florence and Manchester Avenue. This is a critical main corridor and we have seen how it affects our residential community. It is a gateway to our community. Years ago, Vermont was a bustling street filled with small businesses and upscale stores. The area was popular and became known as "Little Beverly Hills of South Los Angeles". People came from every direction to shop here. Homes in the area were very desirable. Yet in the 1970's the area began to gradually decline. Major businesses closed down, our industrial/manufacturing plants moved both out of state and to the suburbs leaving a mass gap in employed residents. Our five banks in a three block area closed shop and moved out. We now have to drive out of the area in order to do banking, buy groceries, clothing, medicines, furniture, toys and even to enjoy a good family sit down restaurant. There was no place for our youths to obtain part time jobs. Crime rates and graffiti increased as the area became constantly neglected thereby giving credence to the "broken window theory".

The civil rebellion in 1992 seemed as if it would be a watershed for Vermont Avenue. Many of the rundown or vacant storefronts burned to the ground. In the aftermath of the unrest, leaders from public and private agencies along with elected officials and corporations came into our community and made commitments to revitalize the area. Many took advantage of photo-ops, making wholesale speeches and empty promises in front of burnt out buildings on Vermont between 83rd Street and Manchester. This is the same location that is now the site of the proposed project described in the mitigated negative declaration.

In the mid 1990's the L. A. CRA proposed that Vermont/Manchester become a "revitalization redevelopment project area". Residents were encouraged that at last things would change on Vermont Avenue. I was one of the many residents who attended and participated in scores of planning meetings to develop a plan for Vermont/Manchester Redevelopment Project. After the plan was adopted in 1996, I was among the many residents who regularly attended meetings of the community advisory committee (cac). I was also present with the community when many developers submitted proposals to build the project that was to be the phase (1) one of redevelopment plans (a shopping center with a grocery store that was called for in the redevelopment plan). The site of the

shopping center is the same location that is now the site of the proposed project described in the mitigated negative declaration.

In 2000, the development team for the shopping center was selected and the community expected construction to begin shortly. When nothing occurred, we made inquiries to the cra and council 8 district office with no definitive answers. In October of 2001 we learned that the developer had pulled out of the proposed "50 million dollar shopping plaza" project. No effort by cra/cac had been made to advise the community. After abandoning this defunct project the cra/cac did not seek another developer for the project but decided to support the use of one third of the site for a building that will house staff members from the L.A. County DPSS. My neighbors, block club and community are alarmed by the proposed project for a number of reasons that follows:

- First, this project is totally inconsistent with the letter and spirit of the redevelopment plan we all worked so hard to design. The original plan has not been amended. The cra has instead just stated as a conclusion that the proposed use is "commercial" and therefore consistent with the redevelopment plan.
- This is not a commercial use as it involves no commerce, nor is it even a public use as it will not be used by the public at-large. But only people who are required to interact with specific social services department. Most of the building will be work stations for DPSS employees.
- Instead of bringing badly needed shopping to the area, the building will merely house county employees.
- As much as this community needs permanent jobs, this project will provide none, but will merely import workers from other areas.
- This project will not benefit the surrounding neighborhood. In fact it will harm the surrounding neighborhood by preventing the development of a tax generating use on that site. Ironically, community members are constantly being told that the reason that CRA resources cannot be directed to this South Los Angeles neighborhood is because it fails to generate tax increments. Yet the project will take a large lot on a major transit corridor and turn it over to a public agency that will pay no taxes! Further, because the piece of land that is left over after the Dpss project is built will be considerably smaller than it is now, will make it harder to attract retail developers to build here. It further limits the potential for taxes to accrue to the Vermont/Manchester area.
- Very little analysis has been done about the impact the proposed project will have on the adjacent area. We are just learning in the last few days that housing would be demolished in order to build the project, but will not be replaced. The cra has not considered whether replacing housing within the Vermont/Manchester Redevelopment Project area is feasible.
- A similar Dpss building was built by the county on Vermont just 40 blocks north of 83rd St.. Several Dpss buildings are now either completed or under construction within a short distance of the proposed facility. The cra has not considered the impact that congregating such facilities in one segment of South Los Angeles will have on residential property values or on the ability to attract retail development to areas where social services are becoming the dominant use

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The cra has not considered whether potential displaces will be able to actually relocate in the immediate area. The cra has not considered the impact that the displacement will have on the surrounding neighborhood. Latino residents of South Los Angeles should not have to repeatedly face the threat of displacement by county buildings

- The proposed parking for the project is inadequate. We have been told that the building will have between 900-1200 employees and approximately 200 visitors a day, but significantly fewer parking spaces in the building's parking lot will be available daily, meaning that parking will spill over to the residential streets.

I believe that in order to know where we are going we have to understand where we have been. That is why I provided here a brief history of Vermont/Manchester area. It is also important that government agencies such as the cra be accountable for the representations that they have made to residents, residents who volunteered their time and energy in good faith effort to make this community a better place to live. The proposed plan has created serious conflict in our community. A substantial number of people are against the plan, others do not fully understand the plan. Cra has not collected information about negative aspects of the proposal. Such information should be reviewed by cra and people who live in the area before a decision to make a radical departure from the original plan is made. We ask for a full and complete review before this project moves forward.

We just want the City of Los Angeles and others having authority over this site to keep its word of having a continuous 9 acres of commercial/retail space promised to the community back in 2000. An uninterrupted development that would allow for a village like atmosphere with "green belts" and pedestrian friendly amenities. We are not against Dpss, welfare or welfare folks. Just give the "community" a chance to prove that we can bring quality tenants to South Los Angeles and reproduce economic results that are now in Chesterfield Square, Crenshaw/Baldwin Hills and the Century Market Place at nearby Inglewood.

Sincerely

Lawrence D. Koonce Sr.
 1038 W. 81st Street
 President & Block Club Captain
 81st Street Block Club Vermont Knolls
 (323) 778-4332/ fax (323) 752-7517
 kzipperman@yahoo.com/ldksriac@hotmail.com

Commenter 7:

Julian Sean Rogers, 247 East 94th Street, Los Angeles, CA 90003, February 28, 2005.

Response 7-1:

This comment describes the Empowerment Congress Southeast Area Neighborhood Development Council and does not state a concern or question regarding the adequacy of the analysis contained in the IS/MND. Therefore, a response is not required pursuant to CEQA. However, the comment is acknowledged for the record and will be forwarded to the decision-making bodies for their review and consideration.

Response 7-2:

The commenter states that the proposed project will have a significant negative impact on the community. CEQA regulations, however, require analysis of significant effects on the environment, where "environment" is defined as the physical conditions that exist within an area affected by a proposed project, including, land, air, water, minerals, flora and fauna, noise, and objects of historic or aesthetic significance. As such, the IS/MND provides detailed analysis for each environmental impact required under CEQA in Section IV (Environmental Impact Analysis).

The proposed project would result in the displacement of rental housing in the community, however, the IS/MND has presented Mitigation Measure 12-1, which would mitigate any potentially significant impact to a less-than-significant level. Mitigation Measure 12-1 requires preparation of a Replacement Housing Plan pursuant to the Redevelopment Plan (see Response 5-3). In addition, although replacement housing within the project area is not required pursuant to the Redevelopment Plan, replacement housing would be provided just 2.5 miles northwest of the project site (see Response 6-7).

The commenter also states that there has not been sufficient time to review the Replacement Housing Plan. Pursuant to Health and Safety Code Section 33413.5, the CRA must make a draft of the proposed Replacement Housing Plan available for review and comment by the general public for a reasonable time prior to the adoption of the Replacement Housing Plan. The Replacement Housing Plan for the proposed project was presented for public review on February 24, 2005 and will be considered by the CRA Board for approval on April 7, 2005, more than a month later. Therefore, the Replacement Housing Plan was properly presented for public review for a reasonable time prior to its adoption.

Although the commenter states that the displaced residents would have difficulty locating affordable housing in the community, the Replacement Housing Plan provides dwelling units for the displaced residents of the proposed project just 2.5 miles northwest of the project site at Amistad Plaza located at 6050-6130 Western Avenue (see Responses 5-3 and 6-7).

Response 7-3:

Contrary to the commenter's statement that information about the proposed project has only been provided in English, comprehensive efforts have been made to inform the Spanish-speaking residents of the project site. Bilingual notices were mailed prior to the February 24, 2005 meeting at which the Replacement Housing Plan was presented, and the Replacement Housing Plan was made available in Spanish and distributed to all Latino households on March 2nd and March 3rd (see Response 5-9).

Furthermore, according to Section 15201 of the CEQA Guidelines,

Public participation is an essential part of the CEQA process. Each public agency should include provisions in its CEQA procedures for wide public involvement, formal and informal, consistent with its existing activities and procedures, in order to receive and evaluate public reactions to environmental issues related to the agency's activities. Such procedures should include, whenever possible, making environmental information available in electronic format on the Internet, on a website maintained or utilized by the public agency.

CEQA, however, does not require environmental documentation to be provided in several languages. Instead, CEQA defers authority to the lead agency to ensure adequate public participation. As such, CRA policy currently does not require that an IS/MND be provided in any language other than English.

Response 7-4:

With respect to the issue regarding traffic generated by the proposed project, see Responses 5-4 and 5-6.

The commenter also states that construction of the proposed project would create a significant change in character of the neighborhood. However, the project site is designated for commercial land uses and is consistent with the permitted uses entitled to the project site by the Community and Redevelopment Plans (see Response 5-10).

Response 7-5:

See Response 5-5.

Response 7-6:

As discussed in Response 6-9, this IS/MND constitutes the "relevant information" about housing, traffic, parking, and infrastructure necessary to make an informed decision about the development of

the project site. With respect to the comment regarding providing the IS/MND in Spanish, see Response 7-3.

Julian Sean Rogers

VIA FACSIMILE

February 28, 2005

Attention: Dr Robert Manford
 City Planner
 Community Redevelopment Agency
 of the City of Los Angeles
 354 S. Spring Street, Suite 700
 Los Angeles, CA 90013

Re: Mitigated Negative Declaration / Manchester Vermont Village

Dr. Manford:

I live in south Los Angeles in the Vermont/Manchester community. I am currently the chairperson of the Empowerment Congress Southeast Area Neighborhood Development Council (ECSEANDC), an organization representing several thousand residents of the neighborhood immediately adjacent to the site of the proposed development of a county DPSS office building.

I am writing to submit comments to the mitigated negative declaration and initial study that have been prepared for this project. My comments are submitted as an individual who resides in this area, not in my capacity as a chair of the ECSEANDC. However, many of my concerns stem from the experience and knowledge of the community that I have gained as a result of my civic involvement.

A project of this sort will have a significant negative impact on this community, and should not be approved until adequate analysis has been conducted. The analysis that has taken place to date is superficial and fails to take several vital issues into account.

Specifically, the proposal would result in the demolition of rental housing. This community already struggles with a shortage of affordable rental units. Efforts to learn more about the demolition of housing and any possibility that housing could be replaced in the immediate vicinity have been difficult. The CRA only released a housing replacement plan on February 24, 2005, and there has not been sufficient time to review that document.

Just as serious is the issue of displacement, as the residents of the housing slated for demolition will find it difficult if not impossible to locate affordable rental housing in this community. All are low income people of color. Several are Spanish speaking households.

In fact, the issue of language and access to information illustrates how deeply flawed the analysis of this project has been. The limited information that has been provided has only been in English. Outreach to public meetings such as the CAC has been in English, and translation services had not been made available at the Vermont/Manchester CAC meetings arranged by the CRA since July, 2004 when this project was first described to the public. At the last CAC meeting on February 24, translation services were finally available in Spanish. However, although most of the Spanish Speakers in the audience were potential displaces, neither the housing replacement plan nor the relocation plan were made available in Spanish.

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Julian Sean Rogers

Moreover, the mitigated negative declaration and initial study have not been available in Spanish, nor were the notices advising the public about the comment period. This lack of access to information frustrates the ability of affected residents to participate in the process and means that the CRA also has insufficient and distorted information upon which to base their determination. The CRA's failure to consistently provide bilingual meetings and materials is deplorable, particularly given the dramatic demographic shift that has occurred in the Vermont/Manchester community over the past 10-15 years.

While the potential loss of housing is of paramount concern, other important issues are increased traffic and parking that will result from the proposed development. Yet the negative declaration minimizes the importance of these issues. The proposed development consists of a four or five story office building with a multistory parking structure that will be placed in a neighborhood that is predominantly residential. The lots it will occupy have been largely vacant for more than 12 years, and marginally vacant for many years prior to that. Obviously there will be a significant change in the character of the neighborhood that would result. It should also be expected that major infrastructure modifications will have to be made to support the proposed development, particularly as this site has been neglected for decades, and infrastructure upgrades and improvements have not been made.

It would be extremely shortsighted to rush this project along without examining the long-term implications for the Vermont/Manchester area. The project proposes a 30 year lease of the building that will be constructed for use by the County of Los Angeles as a work site for social services employees. If approved, our community will have to live with that use for three decades or more. The CRA must obtain all the relevant information about housing, traffic, parking and infrastructure necessary in order to make an informed decision about proceeding with this project. And, it must make sure that the information it relies upon is available in Spanish.

Members of the Vermont Manchester neighborhood, including residents and stakeholders such as block clubs and the Empowerment Congress Southeast Area Neighborhood Development Council have been monitoring this process, and will continue to do so. Many of us have already expressed our frustration to the CRA about its failure to follow procedural rules and provide notice and information in a manner that encourages public participation. It is equally important that the CRA adequately consider the potential for adverse impacts that are likely to result from this project.

Sincerely,


Julian Rogers

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Commenter 8: Mike Bagheri, City of Los Angeles Department of Transportation, No Address Provided, March 23, 2005.

Response 8-1:

This comment describes the proposed project and concurs with the analysis and conclusions of the traffic report prepared for the proposed project (i.e., amount of vehicle trips generated by the proposed project and location and appropriate mitigation measures for the potentially significant impacts at the three study intersections). Consequently, this comment does not state a specific concern or question regarding the adequacy of the analysis contained in the IS/MND. Therefore, a further response is not required pursuant to CEQA. However, the comments are acknowledged for the record and will be forwarded to the decision-making bodies for their review and consideration.

Response 8-2:

See Response 3-2.

Response 8-3:

This comment does not state a specific concern or question regarding the adequacy of the analysis contained in the IS/MND. Therefore, a further response is not required pursuant to CEQA. Nevertheless, the project developer would contact the Bureau of Engineering to determine if any highway dedication is necessary.

Response 8-4:

This comment does not state a specific concern or question regarding the adequacy of the analysis contained in the IS/MND. Therefore, a further response is not required pursuant to CEQA. Nonetheless, the project developer would consult with the Bureau of Engineering to arrange a pre-design meeting as requested in this comment.

Response 8-5:

See Response 5-7. Furthermore, this comment does not state a specific concern or question regarding the adequacy of the analysis contained in the IS/MND. Therefore, a further response is not required pursuant to CEQA. However, the comments are acknowledged for the record and will be forwarded to the decision-making bodies for their review and consideration.

Response 8-6:

This comment does not state a specific concern or question regarding the adequacy of the analysis contained in the IS/MND. Therefore, a further response is not required pursuant to CEQA.

Nevertheless, the project developer would contact the LADOT's Citywide Planning Coordination Section regarding driveway widths and internal circulation requirements.

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

8300 Vermont Av
DOT Case No. CEN 04-1591

Date: March 23, 2005

To: Dr. Robert Manford, City Planner
Community Redevelopment Agency

From: 
Mike Bagheri, Transportation Engineer
Department of Transportation

Subject: **MITIGATED NEGATIVE DECLARATION (MND) FOR THE PROPOSED
LOS ANGELES COUNTY OFFICE BUILDING DEVELOPMENT AT THE
SOUTHEAST CORNER OF 83RD STREET AND VERMONT AVENUE**

The Department of Transportation (DOT) has reviewed the MND, prepared by Christopher A. Joseph and Associates, and accompanying traffic study, prepared by traffic consultant Crain and Associates, dated February 2005, for a proposed office building, the Manchester Vermont Village, located at the southeast corner of 83rd Street and Vermont Avenue. The study analyzed 11 intersections and determined that three of the study intersections would be significantly impacted by the project related traffic. Except as noted, the study adequately evaluated the project-related traffic impacts on the surrounding community.

DISCUSSION AND FINDINGS

Project Description

The proposed project consists of constructing a 220,000 square foot (SF) office building for use by the County of Los Angeles' Public Social Services, Children and Family Services, Child Support Services, and Mental Health Offices. The building will also include a 4,000 SF of fast-food restaurant and a 6,000 SF child care center. The site is currently occupied by 21 residential apartments, a 8,600 SF paint store, and an adjacent 7,500 SF outdoor play area. The project will provide a total of 900 parking spaces in a parking structure along 83rd Street on the northern part of the site. The project will take access from one driveway on 83rd Street and one exit-only driveway onto a new proposed alley bordering the eastern edge of the project. The project is expected to be complete by year 2006.

Dr. Robert Manford

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March 23, 2005

Trip Generation

The project will generate approximately 5,436 net daily trips with 440 net trips in the AM peak hour and 483 net trips in the PM peak hour.

Significant Traffic Impact Locations

The proposed project will experience significant traffic impacts at the following locations:

1. Manchester Avenue and Vermont Avenue
2. 83rd Street and Vermont Avenue
3. Hoover Street and Manchester Avenue

PROJECT REQUIREMENTS**A. Manchester Avenue and Vermont Avenue**

The proposal to remove the median island and restripe the northbound and southbound approaches to include dual left-turn only lanes and modify the traffic signal operation is acceptable to DOT. The proposed improvement will mitigate the impact at this location to a level of insignificance.

B. 83rd Street and Vermont Avenue

The proposal to fund a proportionate share of the cost of the design and construction of the Harbor Gateway ATSAC/ATCS System at this intersection is acceptable to DOT. The proposed improvement will mitigate the impact at this location to a level of insignificance.

C. Hoover Street and Manchester Avenue

The proposal to fund a proportionate share of the cost of the design and construction of the Harbor Gateway ATSAC/ATCS System at this intersection is acceptable to DOT. The proposed improvement will mitigate the impact at this location to a level of insignificance.

D. Automated Traffic and Surveillance and Control System (ATSAC) and Adaptive Traffic Control System (ATCS)

The project's proportionate share of the cost of the ATSAC/ATCS System is equal to the average ATSAC/ATCS System cost per intersection. The current cost of the Harbor Gateway ATSAC/ATCS System is \$103,000 per intersection, for a total of \$206,000. ATSAC/ATCS improvements shall be guaranteed through cash payment of \$206,000 prior to the issuance of any building permit. ATSAC/ATCS improvements are reviewed and adjusted periodically. The actual cost may change depending on when payment is made.

Dr. Robert Manford

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E. Construction Impacts

DOT recommends that a construction work site traffic control plan be submitted to DOT for review and approval prior to the start of any construction work. The plan should show the location of any roadway or sidewalk closures, traffic detours, haul routes, hours of operation, protective devices, warning signs and access to abutting properties. DOT also recommends that all construction related traffic be restricted to off-peak hours.

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F. Highway Dedication And Street Widening Requirements

Vermont Avenue is classified as a Major Highway Class II which requires a 40-foot half-width roadway on a 52-foot half-width right-of-way.

83rd Street is classified as a Local Street which requires a 20-foot half-width roadway on a 30-foot half-width right-of-way.

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84th Street is also classified as a Local Street.

It appears that highway dedication and street widening may be required for the proposed project. The developer must check with the Bureau of Engineering (BOE) Land Development Group to determine the highway dedication, street widening and sidewalk requirements for the project.

G. Improvement and Mitigation Measures Implementation

Unless otherwise specified, the proposed mitigation measures and improvements shall be implemented through the Bureau of Engineering (BOE) B-Permit process. Construction of the improvements to the satisfaction of DOT and BOE must be completed before issuance of any certificate of occupancy. Should any improvement not receive required approval, the City may substitute an alternative measure of an equivalent cost and effectiveness. Prior to setting the bond amount, BOE shall require that the developer's engineer or contractor contact DOT's B-Permit Coordinator, telephone (213) 928-9663, to arrange a pre-design meeting to finalize the proposed design needed for the project.

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H. Parking Analysis

As noted previously, the proposed project will provide 900 parking spaces. The developer should also check with the Department of Building and Safety on the number of Code required parking spaces needed for the project.

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I. Driveway Access

The review of this study does not constitute approval of the driveway access and circulation scheme. Those require separate review and approval and should be coordinated as soon as possible with DOT's Citywide Planning Coordination Section (201 N. Figueroa Street, 4th Floor, Station 3, @ 213-482-7024) to avoid delays in

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Dr. Robert Manford

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March 23, 2005

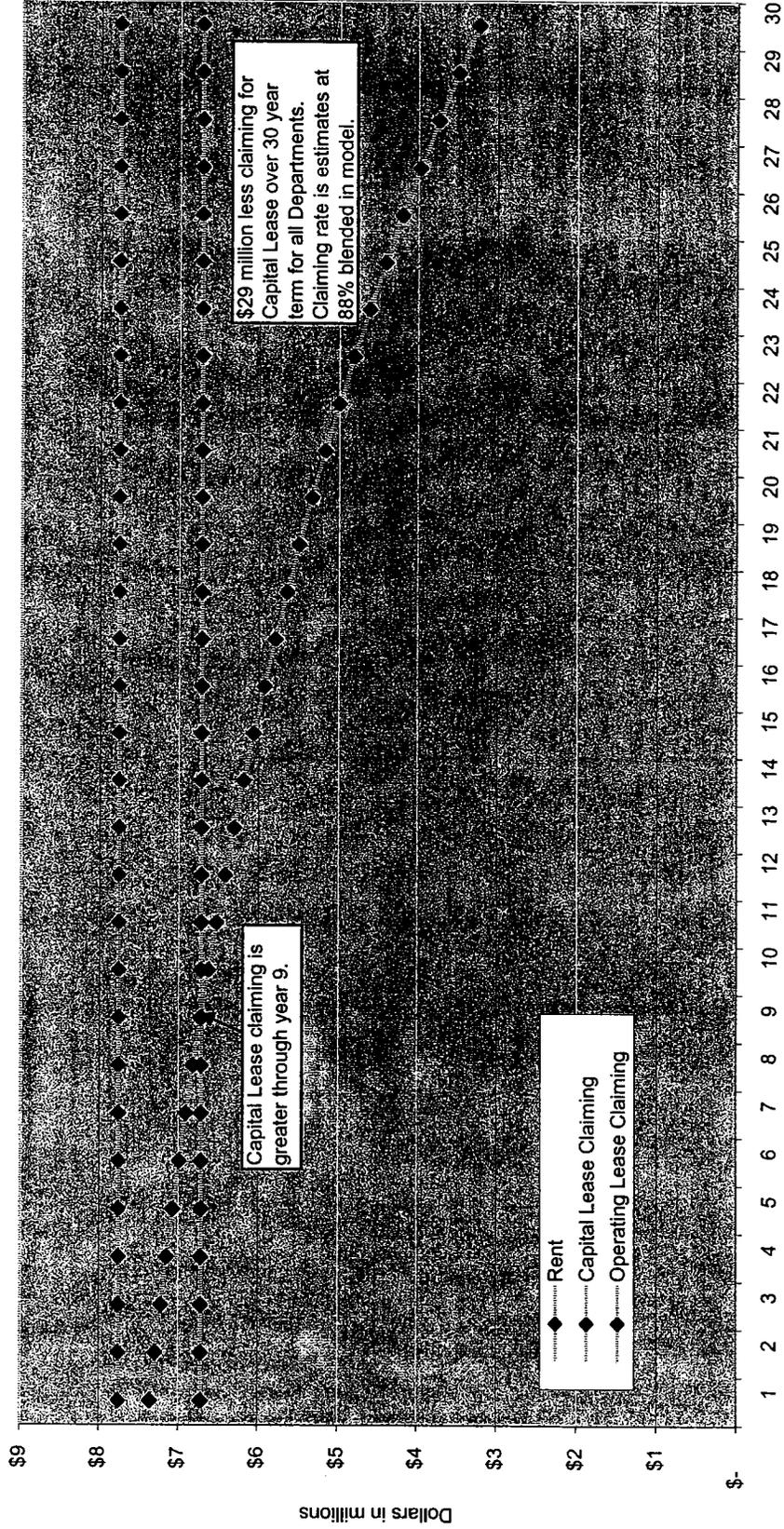
the building permit approval process. In order to minimize and prevent last minute building design changes, it is highly imperative that the applicant, prior to the commencement of building or parking layout design efforts, contact DOT for driveway width and internal circulation requirements so that such traffic flow considerations are designed and incorporated early into the building and parking layout plans to avoid any unnecessary time delays and potential costs associated with late design changes. All driveways should be Case 2 driveways and 30 feet and 18 feet wide for two-way and one-way operations, respectively.

If you have any questions, please contact Wes Pringle of my staff at (213) 580-5206.

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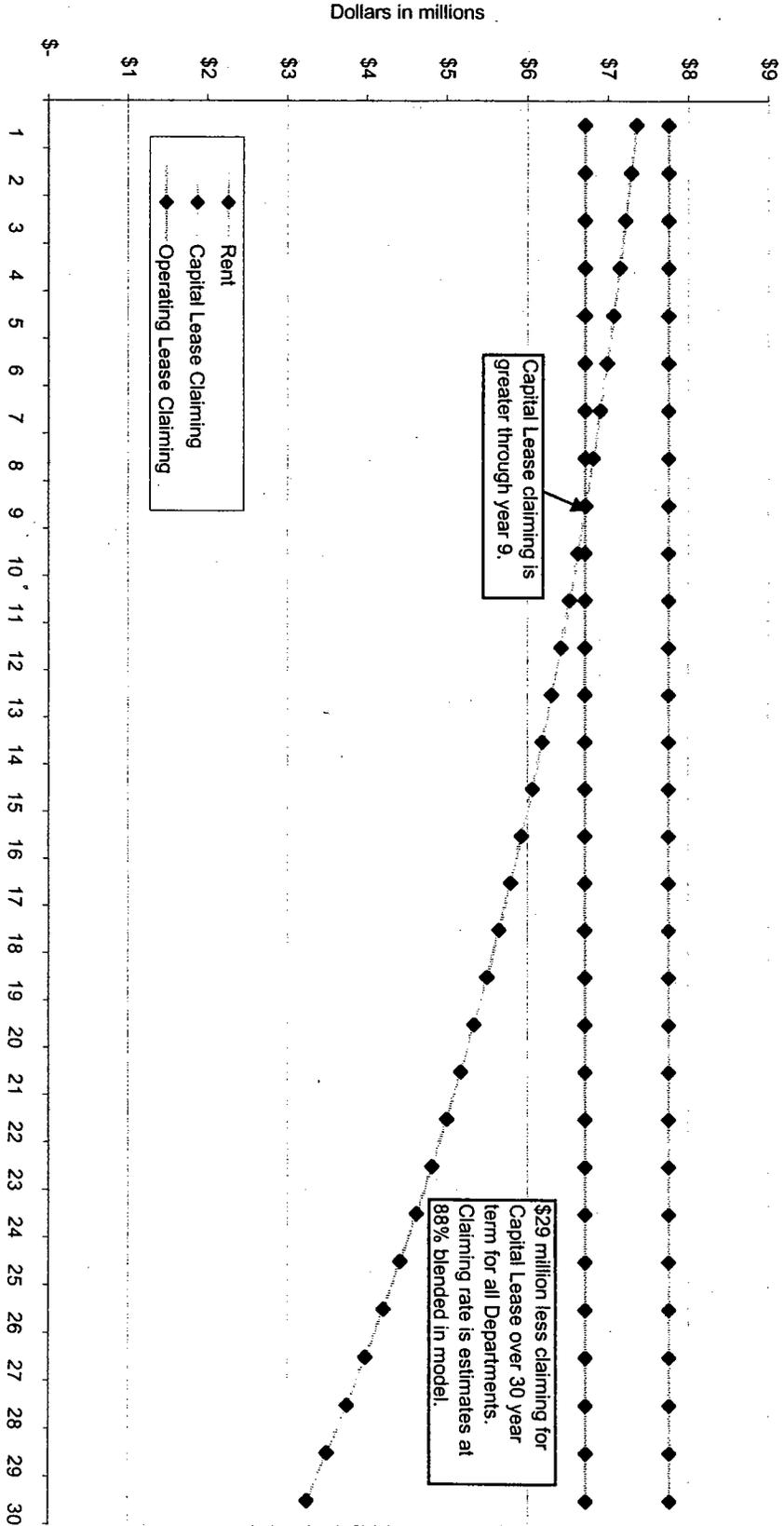
- c: Angie English, Council District No. 9
- Yadi Hashemi, Southern District, DOT
- DOT Accounting
- Verej Janoyan, ATSAC DOT
- Tim Conger, DOT Design
- Taimour Tanavoli, Citywide Planning Coordination Section, DOT
- Edmond Yew, Land Development Group, BOE
- Crain and Associates

**PROJECTED ANNUAL FEDERAL SUBVENTION ANALYSIS
OPERATING VS. CAPITAL LEASE
8300 - 8400 SOUTH VERMONT**



- 1.) Annual base rent and projected operating expenses for County for either Capital or Operating Lease is \$7.8 million.
- 2.) As a Capital Lease, at the end of 30 years the County has an option to purchase for \$1.00.

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