



# **CITY OF HAWAIIAN GARDENS**

## **AGENDA PACKET**

### **PLANNING COMMISSION**

**GRANT WINFORD**

**PRISCILLA KWAN**

**ANNA RODRIGUEZ**

**DONNA SCHULTZE**

**SAMMY SO**

**CHAIRMEMBER**

**VICE CHAIRMEMBER**

**COMMISSIONER**

**COMMISSIONER**

**COMMISSIONER**

**REGULAR MEETING**

**(VIRTUAL VIDEO TELECONFERENCE)**

**WEDNESDAY, APRIL 22, 2020**

**6:00 PM**

[WWW.HGCITY.ORG](http://WWW.HGCITY.ORG)





## AGENDA

### CITY OF HAWAIIAN GARDENS PLANNING COMMISSION

#### REGULAR MEETING

## VIRTUAL VIDEO TELECONFERENCE\*

WEDNESDAY, APRIL 22, 2020 AT 6:00 P.M.

**Meeting Location:** City Council Chambers, 21815 Pioneer Boulevard, Hawaiian Gardens, California – **VIA VIRTUAL VIDEO TELECONFERENCE\***

**PLEASE NOTE THAT PURSUANT TO THE GOVERNOR OF THE STATE OF CALIFORNIA'S EXECUTIVE ORDER N-25-20 AND N-29-20, AND IN THE INTEREST OF THE PUBLIC HEALTH AND SAFETY, MEMBERS OF THE PLANNING COMMISSION AND OR STAFF MAY PARTICIPATE IN THIS MEETING VIA TELECONFERENCE.**

**\*\* DUE TO THE EVOLVING SITUATION WITH THE COVID-19 NOVEL CORONAVIRUS AND HEALTH ORDERS FROM THE STATE OF CALIFORNIA AND L.A. COUNTY HEALTH DEPARTMENT, THE CITY OF HAWAIIAN GARDENS PLANNING COMMISSION MEETING SHALL ONLY BE AVAILABLE TO THE PUBLIC REMOTELY\*\***

The meeting can be viewed via various platforms as follows:

City of Hawaiian Gardens local cable/channel:

- ATT - 99
- FRONTIER – 16
- SPECTRUM -36
- 

Live Stream via City website at: [ww.hgcity.org](http://ww.hgcity.org)

**\*Please Note:** To join in, please use your computer, tablet or mobile device and go to the website at <https://zoom.us/join> and enter the meeting ID: 8916396592. Those persons desiring to testify in favor of or in opposition to any of the public hearing items will be given an opportunity to do so. However, persons may submit comments in advance prior to the meeting by emailing the planner at [knguyen@hgcity.org](mailto:knguyen@hgcity.org) by 4:00 p.m. on the date of the meeting.\* A staff member will read these public comment submissions into the record during the "public comments" portion of the agenda, provided that such comments (a) are submitted and received no later than 4:00 p.m. on April 22, 2020; (b) are no longer than 250 words; and (c) in accordance with Government Code section 54954.3(a), relate only to items listed on the agenda. Public comment submissions not meeting each of these criteria will not be read into the record.

If you are unable to participate via <https://zoom.us/join> or cannot submit an email comments please contact Associate Planner Kevin Nguyen at [knguyen@hgcity.org](mailto:knguyen@hgcity.org) or 562-420-2641 Extension 246 and accommodations to ensure participation will be made.



PUBLIC HEARING(S) – PUBLIC COMMENTS

TO SUBMIT/PROVIDE PUBLIC COMMENTS PERTAINING TO PUBLIC HEARING(S):

*For public comments & questions, it is advised to submit using one of the following options:*

- *Via E-Comment on the City of Hawaiian Gardens website. A person may leave a written comment to be read during the Public Hearing public comment section.*
- *\*Written Correspondence may also be delivered to the City Hall Drop Box or received via mail. All written correspondence MUST be received by no later than Wednesday, April 22, 2020 at 4:00PM. Please reference the hearing title and date of hearing in any written correspondence.*

AGENDA GENERAL PUBLIC COMMENTS (NON PUBLIC HEARING ITEMS(S))

TO SUBMIT/PROVIDE PUBLIC COMMENTS PERTAINING TO NON-PUBLIC HEARING(S):

*For public comments & questions, it is advised to submit using one of the following options:*

- *Via E-Comment on the City of Hawaiian Gardens website. A person may leave a written comment to be read during the Agenda General Public Comment section. The designated staff will read the submissions into the record during the “Public Comments” portion of the agenda, provided that such comments meet the following criteria:*
  - *Submitted and receive no later than 5:00PM on April 22, 2020.*
  - *No longer than 250 words;*
  - *In accordance with California Government Code Section 54954.3(a), relate only to items listed on the agenda.*
  - *Public Comment submissions not meeting each of the above listed criteria will not be read into the record**E-Comments are preferred.*
- *\*Written Correspondence may also be delivered to the City Hall Drop Box or received via mail. All written correspondence MUST be received by no later than Wednesday, April 22, 2020 at 4:00PM. Please reference the hearing title and date of hearing in any written correspondence.*

**CALL TO ORDER**

**FLAG SALUTE**

**ROLL CALL**

<b>Chairmember</b>	<b>Grant Winford</b>
<b>Vice Chairmember</b>	<b>Priscilla Kwan</b>
<b>Commissioner</b>	<b>Anna Rodriguez</b>
<b>Commissioner</b>	<b>Donna Schultze</b>
<b>Commissioner</b>	<b>Sammy So</b>

**1. AGENDA ORGANIZATION**

This is the time for the Planning Commission to discuss any changes in the order of agenda items

**2. ORAL COMMUNICATIONS**

This is the time reserved for members of the public the opportunity to address the Planning Commission regarding any subject that is not a public hearing item. (Time Limit: Maximum of three (3) minutes per speaker; total time allocated is 15 minutes.)

**Please see the Public Comment section at the beginning of the agenda for criteria to submit comments, as a result of the COVID-19 Coronavirus pandemic situation.**

**3. PUBLIC HEARINGS**

- 3a. RESOLUTION NO. 2020-011/CASE NO. PLNG2020-0016CUP – A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, A REQUEST TO ALLOW A NEW RESTAURANT (KICKIN' CRAB) TO OPERATE WITH A CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) TYPE 41 LICENSE (ON - SALE BEER & WINE, PUBLIC EATING PLACE), FOR BUSINESS LOCATED AT 12130 CARSON STREET, HAWAIIAN GARDENS, CA 90716**

**CEQA DETERMINATION:** Staff proposes that the project is exempt from the requirements of the California Environmental Quality Act (CEQA) per Section 15301 (Class 1, Existing Facilities) of the CEQA guidelines.

**RECOMMENDATION:** Conduct Public Hearing. Waive further reading and Adopt Resolution No. 2020-011, Recommending approval of Case No. PLNG2020-0016CUP

- 3b. **RESOLUTION NO. 2020-012/CASE NO. PLNG2019-0033CUP – A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, – RECOMMENDING APPROVAL OF A CONDITIONAL USE PERMIT (CASE NO PLNG2019-0033), ALLOWING THE CONSTRUCTION AND OPERATION OF A NEW 71-ROOM HOLIDAY INN EXPRESS & SUITES AND RECOMMENDING THAT THE CITY COUNCIL ADOPT THE ASSOCIATED MITIGATED NEGATIVE DECLARATION (MND) FOR THE HOTEL PROJECT LOCATED AT 22434 NORWALK BOULEVARD, CITY OF HAWAIIAN GARDENS**

**CEQA DETERMINATION:** An Initial Study/Mitigated Negative Declaration was prepared in compliance with the requirements of the California Environmental Quality Act. The Initial Study/Mitigated Negative Declaration was circulated for public review from March 6, 2020 to April 6, 2020.

**RECOMMENDATION:** Conduct Public Hearing. Waive further reading and Adopt Resolution No. 2020-012, Recommending approving of Case No. PLNG2019-0033CUP

- 3c. **RESOLUTION NO. 2020-013/CASE NO. PLNG2019-0034VAR – A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECOMMENDING APPROVAL OF A VARIANCE (CASE NO. PLNG2019-0034), ALLOWING A REDUCTION OF THE REQUIRED ON-SITE PARKING FROM 76 TO 64 SPACES, FOR THE NEW HOLIDAY INN EXPRESS & SUITES AND RECOMMENDING THAT THE CITY COUNCIL ADOPT THE ASSOCIATED MITIGATED NEGATIVE DECLARATION (MND) FOR THE HOTEL PROJECT LOCATED AT 22434 NORWALK BOULEVARD, CITY OF HAWAIIAN GARDENS**

**CEQA DETERMINATION:** An Initial Study/Mitigated Negative Declaration was prepared in compliance with the requirements of the California Environmental Quality Act. The Initial Study/Mitigated Negative Declaration was circulated for public review from March 6, 2020 to April 6, 2020.

**RECOMMENDATION:** Conduct Public Hearing. Waive further reading and Adopt Resolution No. 2020-013, Recommending approving of Case No. PLNG2019-0034VAR

- 3d. **RESOLUTION NO. 2020-014/CASE NO. PLNG2019-0035VAR – A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECOMMENDING APPROVAL OF A VARIANCE (CASE NO. PLNG2019-0035), ALLOWING A NEW HOLIDAY INN EXPRESS & SUITES TO EXCEED THE MAXIMUM ALLOWABLE BUILDING HEIGHT FROM 45 FEET TO 53 FEET AND RECOMMENDING THAT THE CITY COUNCIL ADOPT THE ASSOCIATED MITIGATED NEGATIVE DECLARATION (MND) FOR THE HOTEL PROJECT LOCATED AT 22434 NORWALK BOULEVARD, CITY OF HAWAIIAN**

**CEQA DETERMINATION:** An Initial Study/Mitigated Negative Declaration was prepared in compliance with the requirements of the California Environmental Quality Act. The Initial Study/Mitigated Negative Declaration was circulated for public review from March 6, 2020 to April 6, 2020.

**RECOMMENDATION:** Conduct Public Hearing. Waive further reading and Adopt Resolution No. 2020-014, Recommending approval of Case No. PLNG2019-0035VAR

- 3e. **RESOLUTION NO. 2020-015/CASE NO. PLNG2020-0024DA – A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECOMMENDING APPROVAL OF A DEVELOPMENT AGREEMENT (CASE NO. PLNG2020-0024) TO THE CITY COUNCIL AND RECOMMENDING THAT THE CITY COUNCIL ADOPT THE ASSOCIATED MITIGATED NEGATIVE DECLARATION (MND) FOR A NEW HOLIDAY INN EXPRESS & SUITES LOCATED AT 22434 NORWALK BOULEVARD, CITY OF HAWAIIAN GARDENS**

**CEQA DETERMINATION:** An Initial Study/Mitigated Negative Declaration was prepared in compliance with the requirements of the California Environmental Quality Act. The Initial Study/Mitigated Negative Declaration was circulated for public review from March 6, 2020 to April 6, 2020.

**RECOMMENDATION:** Conduct Public Hearing. Recommending the City Council of the City of Hawaiian Gardens adopt an Ordinance approving the proposed Development Agreement for the hotel project.



**4. CONSENT CALENDAR**

Items listed on the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item may be removed from the Consent Calendar and will be considered separately.

The Planning Commission, upon approval of the Consent Calendar will waive reading in full of all resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

- 4a.** Approval of the minutes for the Special Planning Commission meetings of April 7, 2020.

**PLANNING COMMISSION ACTION:** Receive and File.

**5. ORAL STAFF REPORTS**

**6. ORAL COMMISSIONER REPORTS**

**7. ADJOURNMENT**

To the regular Planning Commission meeting of May 13, 2020 at 6:00 p.m.



**CITY OF HAWAIIAN GARDENS  
PLANNING COMMISSION  
STAFF REPORT**

Agenda Item No.: 3a  
Meeting Date: 4/22/2020  
CD Director JC

**TO:** Honorable Chairman and Members of the Planning Commission

**THRU:** Joseph Colombo, Director of Community Development

**FROM:** Kevin Nguyen, Associate Planner II

**SUBJECT:** **RESOLUTION NO. 2020-011; CASE NO. PLNG2020-0016-CUP - A REQUEST TO ALLOW A NEW RESTAURANT (KICKIN' CRAB) TO OPERATE WITH A CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) TYPE 41 LICENSE (ON-SALE BEER & WINE, PUBLIC EATING PLACE), FOR BUSINESS LOCATED AT 12130 CARSON STREET, CITY OF HAWAIIAN GARDENS**

**DATE:** April 22, 2020

### **SUMMARY**

On February 28, 2020, the City of Hawaiian Gardens Community Development Department received an application for a Conditional Use Permit (PLNG2020-0016) requesting for approval of California Department of Alcoholic Beverage Control (ABC) Type 41 (On-Sale, Beer and Wine - Bona Fide Public Eating Place) license for a new restaurant (Kickin' Crab) located at 12130 Carson Street (Suites E & F), in the City of Hawaiian Gardens.

After a careful review of the proposal, staff deemed the application complete on March 27, 2020. On April 10, 2020, staff mailed a notice of the pending public hearing to all property owners within 300 feet of the subject site with the notice being published in the *Los Cerritos Community News*.

### **BACKGROUND**

The subject property is located at the southwest corner of Norwalk Boulevard and Carson Street. The site is located within the C-4 (General Commercial) Zoning District, with a General Plan designation of "General Commercial". This general plan designation is classified by commercial uses, including retail and restaurant uses that offer alcoholic beverages, subject to the approval of a conditional use permit application.

The Hawaiian Gardens Towne Center was constructed in 1987, on the grounds of the old Bloomfield Elementary School. The Towne Center contains a variety of general commercial, restaurant, medical, and service uses. The subject shopping center has an area of 476,538 square feet and it is owned by the Norwalk Carson Associates, LLC.

The property is currently located in a neighborhood shopping center. There are six (6) clusters of building where the subject business occupies two of the vacant tenant spaces totaling 3,550 square feet.

## **DISCUSSION/ANALYSIS**

The applicant, Patrick Reardon, is requesting approval of a Conditional Use Permit to allow his restaurant to serve alcoholic beverages to patrons under a Type 41 license. Without the sales of alcoholic beverages, restaurants and food stores are permitted as principal uses within the C-4 zone. The applicant has obtained building permits and currently under construction to convert the two (2) tenant spaces for a total of 3,550 square foot into restaurant use. The applicant stated his desire to establish a family-style restaurant that has never been offered in the City of Hawaiian Gardens. There will be no bar area and no live music entertainment at the establishment. The following paragraph is an analysis of the aspects of the application. As part of this review, staff has coordinated with the Sheriff's Department and the California Department of Alcoholic Beverage Control (ABC). Both Departments provided useful facts and information for staff in reviewing an applicant's proposal to sale alcohol at a restaurant.

The commercial center currently has 520 parking spaces; however, the whole shopping center requires to have 718 spaces. The recent approval of a Minor Use Permit allows Kickin' Crab restaurant to reduce their portion of required parking from 36 to 15 spaces. An approval of an ABC Type 41 license at the subject business will not have an adverse effect on parking as the project poses no physical expansion to the building.

### **Conditional Use Permit for Alcoholic Beverages**

In California, liquor license regulation is handled by the Department of Alcohol Beverage Control (ABC). Under California law, the ABC may not issue a liquor license if it violates an existing, valid, local zoning ordinance. Through a Conditional Use Permit, operating conditions may be placed at the City level on new alcohol outlets to minimize potential risks to health and safety.

Section 18.100.090.D of the Hawaiian Gardens Municipal Code stipulates that the Planning Commission shall consider applications for a Conditional Use Permit and may, when such conditions are found necessary, approve the use, provided the use will not jeopardize, adversely affect, endanger, or otherwise constitute a menace to the public health, safety, or general welfare, or be materially detrimental to the property of other persons located in the vicinity of such use. As such, an approval of the proposed conditional use permit would allow the applicant to sell and consume alcoholic beverages in conjunction with the restaurant, under the guidelines for an ABC Type 41 license. A Type 41 license and its basic privileges are described as follows:



**“On-Sale Beer and Wine – Eating Place – (Restaurant)** Authorizes the sale of beer and wine for consumption on the premises where sold. Distilled spirits may not be on the premises (except brandy, rum, or liqueurs for use solely for cooking purposes). Must operate and maintain the licensed premises as a bona fide eating place. Must maintain suitable kitchen facilities and must make actual and substantial sales of meals for consumption on the premises. Minors are allowed on the premises.”

The type of use that the applicant proposes will satisfy this requirement. The applicant stated that the request would allow the restaurant to increase its sales revenues significantly. It is important to note that alcohol shall only be served within the confines of the restaurant; as such, no alcohol will be served outdoors or outside of the premises.

The proposed project will not have an effect on the overall number of alcohol licenses in the City as ABC allows up to five (5) on-sale licenses within the census tract. ABC has previously issued a Type 41 license and a Type 77 (Event Permit) license to Casa Adelita restaurant in 1995. Another Type 41 license was issued to Sushi Forest restaurant in 2018. Staff believes approving another ABC license in conjunction with a restaurant at the subject site would allow the applicant an opportunity to revitalize the commercial center.

The restaurant’s hours of operation are as follows:

- Monday through Friday: 3:00 pm to 10:00 pm
- Saturday and Sunday: 12:00 noon to 10:00 pm

#### Undue Concentration of Liquor Licenses

One of the tools used by ABC for regulatory and analytical purposes regarding the number of licenses to be issued in the State of California is that of “undue concentration”. In general terms, undue concentration can be defined in two ways as follows: the ratio of alcohol licenses and population in a given census tract, and crime rates for a given geographical area.

An undue concentration exists when the ratio of on-sale and off-site licenses to population in the census tract in which the premises are located exceeds the ratio of licenses to population in the county. The Conditional Use Permit proposes to establish the alcohol use at 12130 Carson Street which is located within census tract 5552.11. The total population of the census tract is currently 5,818. As mentioned above, a total of five (5) liquor licenses are permitted before ABC considers the tract to have an “undue concentration”. Currently the tract has a total of three (3) active on-sale licenses. Therefore, the addition of this Type 41 license would not require the applicant to apply with ABC for the determination of public convenience or necessity.

In evaluating the application, staff supports the request for the sale and consumption of alcoholic beverages in conjunction with the restaurant. However, to mitigate any potential impacts and to avoid future problems, staff is recommending some of the following conditions of approval for the business:

1. Customers shall not gather in the restaurant’s parking lot area after closing time.



2. No live entertainment and no live music (i.e. karaoke, live band, disc jockey, and customer dancing) are allowed at any times.

### LA County Sheriff's Department Report

City staff reached out to the Los Angeles County Sheriff's Department (LACSD) regarding the potential establishment of a business with a Type 41 license. The Sheriff's Department stated that they had no objection to the establishment of the alcohol use in conjunction with the restaurant.

### Crime Statistics

The City of Hawaiian Gardens is divided into two reporting districts by the Los Angeles County Sheriff's Department. The area north of Carson Street is Reporting District 1352 and the area south of Carson is Reporting District 1351. The Los Angeles County Sheriff tracks all crimes which occur in the City of Hawaiian Gardens broken down by reporting districts. The subject property is located within a police-reporting district No. 1351. It indicated that the reporting district had a total of 442 crimes during the subject time period, while the average for the City was 287.6. Therefore, this area has 35 percent higher crime rate than the City Average, making it is necessary for the applicant to provide the determination of either public convenience or necessity to ABC.

### Public Convenience and Necessity

Business and Professions Code Section 23958.4 stipulates that the State Alcohol Beverage Control (ABC) may grant a license to an applicant if the "local governing body of the area in which they are located determines that public convenience or necessity would be served by the issuance of the license.

The finding of public convenience or necessity is to be made in areas of "undue concentration" which, pursuant to Section 23958.4, is related to the number of existing liquor licenses and reported crime within the crime reporting districts of the law enforcement agency. Based on the crime statistics listed above, the geographic location for the proposed license is within an area of "undue concentration."

## **FINDINGS**

Pursuant to the requirements of the Municipal Code Section 18.100.090 (Conditional Use Permit), staff recommends that the Planning Commission make the following findings to approve the request:

1. ***That the proposed use is consistent with the General Plan.***

The General Plan Land Use Element Land Use Map designates the subject property as "General Commercial". The Land Use element defines the "General

Commercial" designation as an area intended provide a broad range of commercial services, including the proposed use.

The General Plan of the City of Hawaiian Gardens poses certain objectives and policies, which reflect the expectations and wishes of the City, with respect to land uses, and infrastructure. Specifically, the project is consistent with:

*Land Use Element-Policy 4.5: Ensure that applicable land use regulations allow for the commercial uses that serve a broad market area, including visitor-serving uses.*

The proposed project will provide for a new ancillary use in conjunction with a restaurant within a shopping center which provides leisure and dining opportunities for residents and visitors alike.

*Land Use Element-Policy 4.7: Provide neighborhood commercial uses throughout the community to make goods and services available within walking distances of residents.*

The proposed use will be located within walking distance of the city's residents, in that it's centrally located within the City.

*Land Use Element-Policy 7.2: Provide appropriate mitigation measures for proposed commercial uses that abut residential land uses in order to reduce potential negative impacts.*

Impacts to sensitive receptors, such as residential uses are mitigated due to the fact that the business is located over 250 feet from the nearest residential properties to the south across from Civic Center Drive. In addition, no live music and live entertainment would be allowed at the business.

2. ***That the nature, condition, and the development of adjacent uses, buildings, and structures have been considered, and that the proposed conditional use will not adversely affect or be materially detrimental to adjacent uses, or structures, and will be compatible with the character of the surrounding area.***

The project, as proposed, poses no detrimental effects to adjacent uses, or structures, and will be compatible with the character of the surrounding area, which is commercial in nature, as is the proposed use. The site has historically operated as a commercial use. Impacts to the surrounding area have been considered throughout the Conditional Use Permit application review process and all foreseeable impacts addressed within the conditions of approval.

3. ***That the proposed site is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and other land use development features in this Zoning Code and required by the Planning Commission or City Council in order to integrate the use with existing and planned uses within the City.***

The subject site is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities. The City recently granted a Minor Use Permit to reduce the required on-site parking spaces that associated with the restaurant. All other development standards as required by the Zoning Code have been met or exceeded.

## **ENVIRONMENTAL ANALYSIS**

Staff has reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA). Upon completion of this review, staff determined that this request is categorically exempt from CEQA, pursuant to Guideline Section No. 15301 (Class 1, Existing Facilities). Categorical Exemptions are projects, which have been determined not to have a significant effect on the environment and have been exempted from the requirements of the CEQA. It is staff's opinion that the request to operate with an ABC license at the existing tenant space will not result in any changes in land use; thereby qualifying for the Class 1 exemption.

## **PUBLIC INPUT**

As of the date that this report was printed, staff has not received any correspondence regarding this matter.

## **CONCLUSION**

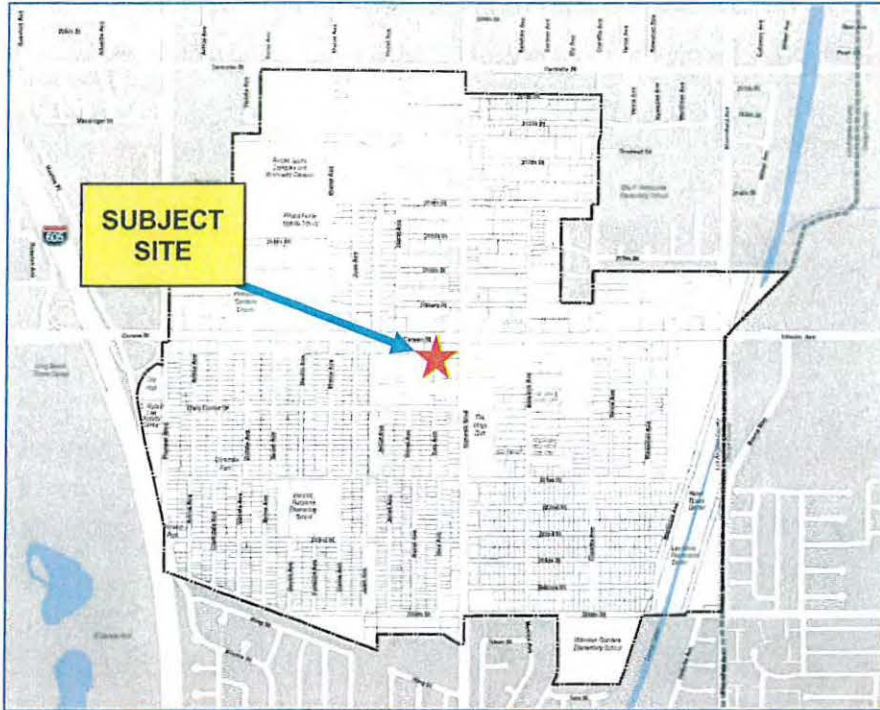
Staff recommends that the Planning Commission adopt Resolution No. 2020-011 approving Case Number PLNG2020-0016-CUP.

## **ATTACHMENTS**

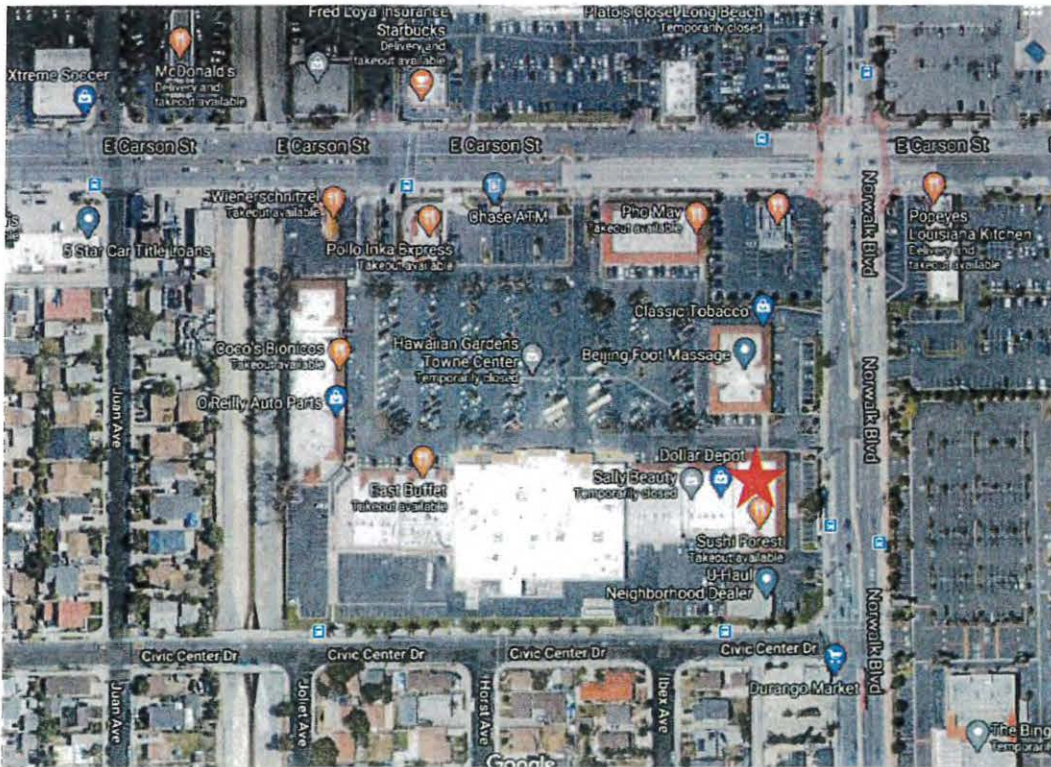
1. Exhibit 1 – Vicinity Map and Aerial Photograph
2. Exhibit 2 - Project Plans
3. Planning Commission Resolution No. 2020-011 (CUP)
4. Attachment "A" – Conditions of Approval
5. Attachment "B" – Standard List of Conditions



### EXHIBIT - 1



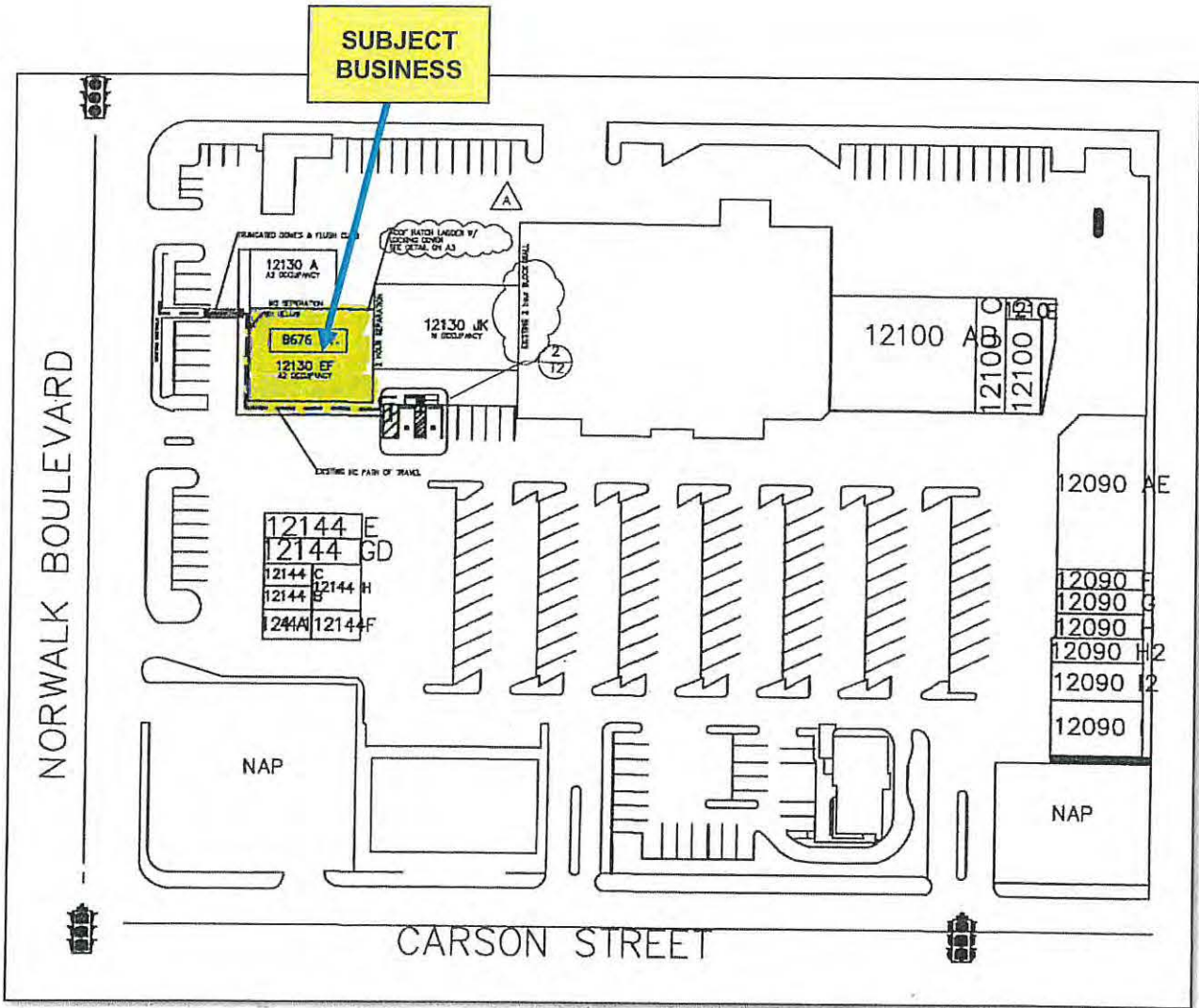
Vicinity Map



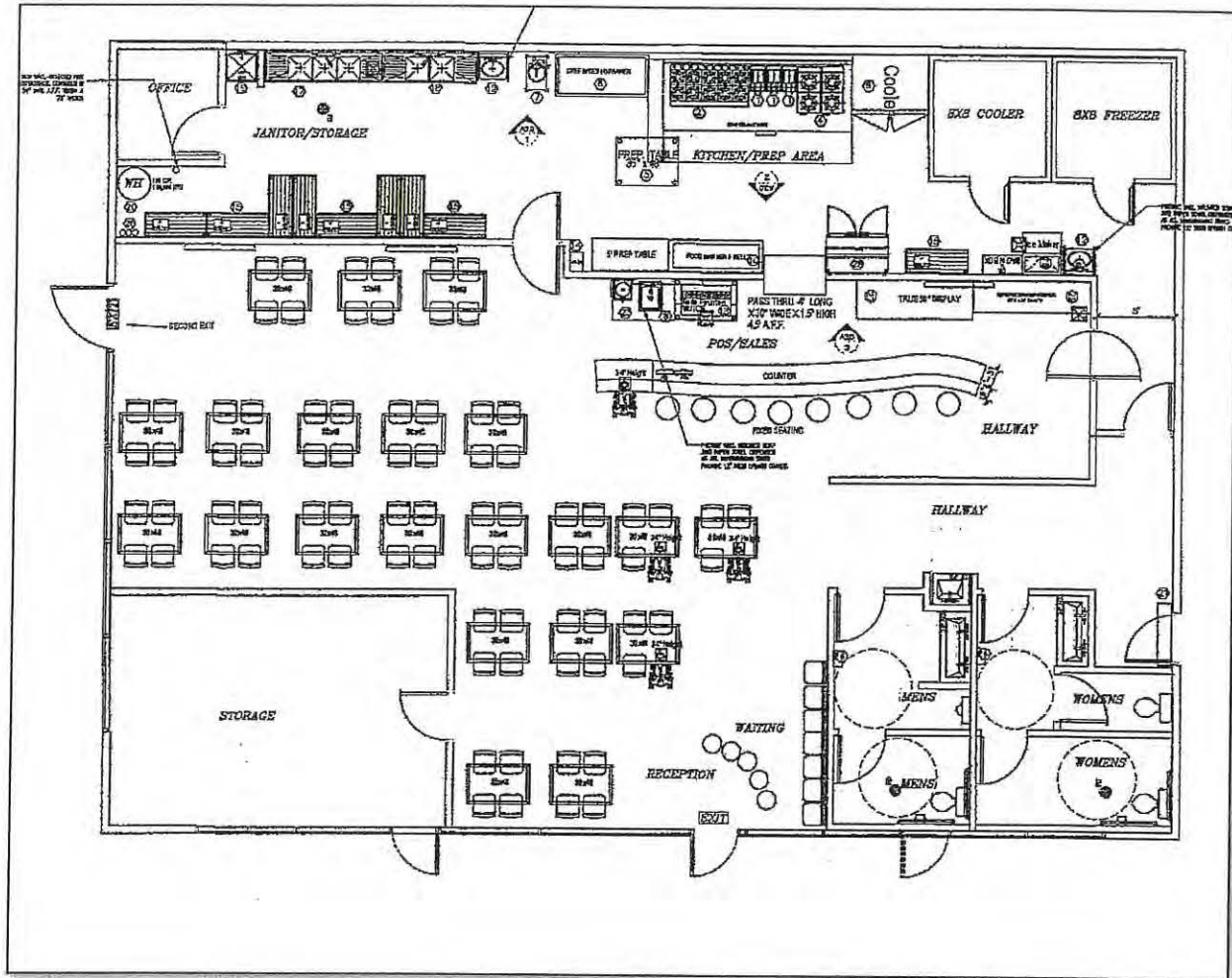
Aerial Photograph



EXHIBIT - 2



Site Plan



Floor Plan



## RESOLUTION NO. 2020-011

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT (PLNG2020-0016-CUP), THEREBY ALLOWING A NEW RESTAURANT (KICKIN' CRAB) TO OPERATE WITH A CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) TYPE 41 (ON-SALE BEER & WINE, PUBLIC EATING PLACE) LICENSE, FOR BUSINESS LOCATED AT 12130 CARSON STREET (SUITES E & F), CITY OF HAWAIIAN GARDENS

**WHEREAS**, Mr. Patrick Reardon has submitted an application for a conditional use permit to allow the operation of an ABC Type 41 license for business located at 12130 Carson Street (Suites E & F); and,

**WHEREAS**, the property is currently located within the "General Commercial" zoning district and the General Commercial Designation of the General Plan; and,

**WHEREAS**, on April 10, 2020, an advertisement was published in the Los Cerritos Community News; and notices were placed on the City's webpage, at the City Hall, Lee Ware Park, and Lakewood Mobile Home Park; and notices were mailed to property owners within 300 feet of the subject property specifying the date, time and location of the public hearing; and,

**WHEREAS**, The Planning Commission held a duly noticed public hearing on April 22, 2020, and after fully considering all oral and written testimony, facts, and opinions offered at the aforesaid public hearing adopted this resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Planning Commission of the City of Hawaiian Gardens as follows:

**Section 1.** The Planning Commission of the City of Hawaiian Gardens HEREBY FINDS AND DETERMINES that Case No. PLNG2020-0016-CUP is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline Section 15301 (Class 1 – Existing Facilities). The request to allow a restaurant to operate with an ABC license at the existing tenant space will not result in any changes in land use; thereby qualifying for the Class 1 exemption.

**Section 2.** The City Planning Commission of the City of Hawaiian Gardens HEREBY FINDS AND DETERMINES that Case No. PLNG2020-0016-CUP will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the Fish and Game Code.

**Section 3.** The Planning Commission of the City of Hawaiian Gardens HEREBY SUGGESTS that the public convenience and necessity will be met by allowing the onsite sale of beer and wine at 12130 Carson Street (Suites E & F), Hawaiian Gardens, CA 90716. The approval of this Conditional Use Permit would make a total of four (4) active, on-sale alcohol licenses within census tract 5552.11 with a total of five (5) allowed per ABC. These types of alcohol services do not typically generate public disturbance issues



that bars and nightclub create, so the impact on neighboring residential areas will be limited. Also, the restaurant will not offer patio seating, eliminating the possibility of late-night noise disturbances to nearby residences. The Los Angeles County Sheriff's Department has verbally confirmed that they have no objections to the use of ancillary beer and wine sales. As conditioned, the proposed use will not be detrimental to the character of development in the immediate neighborhood and will be in harmony with the overall objectives of the City General Plan. Therefore, allowing the sales of "beer and wine" at the proposed restaurant would provide public convenience and necessity.

**Section 4.** The Planning Commission of the City of Hawaiian Gardens HEREBY FINDS AND DETERMINES that Case Number PLNG2020-0016-CUP DOES satisfy the criteria of Section 18.100.090(D) of the City of Hawaiian Gardens Municipal Code in that:

**1. *That the proposed use is consistent with the General Plan.***

The General Plan Land Use Element Land Use Map designates the subject property as "General Commercial". The Land Use element defines the "General Commercial" designation as an area intended provide a broad range of commercial services, including the proposed use.

The General Plan of the City of Hawaiian Gardens poses certain objectives and policies, which reflect the expectations and wishes of the City, with respect to land uses, and infrastructure. Specifically, the project is consistent with:

*Land Use Element-Policy 4.5: Ensure that applicable land use regulations allow for the commercial uses that serve a broad market area, including visitor-serving uses.*

The proposed project will provide for a new ancillary use in conjunction with a restaurant within a shopping center which provides leisure and dining opportunities for residents and visitors alike.

*Land Use Element-Policy 4.7: Provide neighborhood commercial uses throughout the community to make goods and services available within walking distances of residents.*

The proposed use will be located within walking distance of the city's residents, in that it's centrally located within the City.

*Land Use Element-Policy 7.2: Provide appropriate mitigation measures for proposed commercial uses that abut residential land uses in order to reduce potential negative impacts.*

Impacts to sensitive receptors, such as residential uses are mitigated due to the fact that the business is located over 250 feet from the nearest residential properties to the south across from Civic Center Drive. In addition, no live music and live entertainment would be allowed at the business.

**2. *That the nature, condition, and the development of adjacent uses, buildings, and structures have been considered, and that the proposed conditional use will not adversely affect or be materially detrimental to adjacent uses, or structures, and***



*will be compatible with the character of the surrounding area.*

The project, as proposed, poses no detrimental effects to adjacent uses, or structures, and will be compatible with the character of the surrounding area, which is commercial in nature, as is the proposed use. The site has historically operated as a commercial use. Impacts to the surrounding area have been considered throughout the Conditional Use Permit application review process and all foreseeable impacts addressed within the conditions of approval.

- 3. ***That the proposed site is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and other land use development features in this Zoning Code and required by the Planning Commission or City Council in order to integrate the use with existing and planned uses within the City.***

The subject site is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities. The City recently granted a Minor Use Permit to reduce the required on-site parking spaces that associated with the restaurant. All other development standards as required by the Zoning Code have been met or exceeded.

**Section 5.** The Planning Commission of the City of Hawaiian Gardens HEREBY APPROVES Case Number PLNG2020-0016-CUP, to allow the operation of an ABC Type 41 license on property located at 12130 Carson Street, subject to the conditions found in the Attachment "A" – Conditions of Approval and Attachment "B" – Standard List of Conditions.

**Section 6.** The Planning Commission Chairman of the City of Hawaiian Gardens is hereby authorized to affix his signature to this resolution signifying its adoption by the Planning Commission. The Planning Secretary is directed to attest thereto.

**PASSED, APPROVED, AND ADOPTED** by the Hawaiian Gardens Planning Commission on this the 22<sup>nd</sup> day of April 2020.

\_\_\_\_\_  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
BRENDA BECERRA  
PLANNING SECRETARY

I, Brenda Becerra, Planning Secretary to the City of Hawaiian Gardens Planning Commission, do hereby certify that Resolution No. 2020-011 was duly and regularly passed and adopted by the Planning Commission of the City of Hawaiian Gardens on the 22<sup>nd</sup> day of April 2020, by the following roll call vote as the same appears on file and of record in Office of the Community Development Department.

AYES:

NOES:

ABSENT:

ABSTAIN:

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BRENDA BECERRA  
PLANNING SECRETARY  
CITY OF HAWAIIAN GARDENS

## ATTACHMENT 'A'

### Conditions of Approval for PLNG2020-0016-CUP

The Planning Commission hereby approves Case No. PLNG2020-0016-CUP for a restaurant (Kickin' Crab) to operate with an ABC Type 41 license, on property located at 12130 Carson Street (Suites E & F), subject to the following conditions.

#### Planning:

1. This approval allows a restaurant (Kickin' Crab) to operate with a State of California Department of Alcoholic Beverage Control Type 41 (On-Sale Beer & Wine - Eating Place) license. Any changes to the project plans shall be subject to the approval of the Community Development Director and/or the Planning Commission as applicable and the requirements of the Hawaiian Gardens Municipal Code.
2. Customers shall not be gathering outside of the business or within the subject parking lot after the specified closing time.
3. No live entertainment and no live music (i.e. karaoke, live band, disc jockey, dancing, and coin-operated amusement devices) are allowed at any times.
4. Alcohol shall not be sold for off-site consumption.
5. The business owner/applicant shall not permit any loitering on the subject site.
6. The permitted hours of operation for the business are as follows:
  - Monday through Friday: 3:00 pm to 10:00 pm
  - Saturday and Sunday: 12:00 noon to 10:00 pm
  - The sale and consumption of alcoholic beverages shall cease 30 minutes before the permitted closing time.
7. The owner/applicant shall provide sufficient security measures to effectively regulate interior and exterior loitering, parking lot congestion, disturbing noise, loud conversations and criminal activities. The Community Development Director is authorized to request for additional safety measures (i.e. security guard) if it deems necessary.
8. The business owner/applicant shall provide security cameras to survey the subject business (inside and outside) at all times.
9. The owner/applicant agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Applicant's expense, City and City's agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided in Government Code Section 66499.37 to attack, review, set aside, void or annul the approval of this resolution, to challenge the determination made by City under the California Environmental Quality Act or to challenge the reasonableness, legality or validity of any condition attached hereto. City shall promptly notify Applicant of any such claim, action or proceeding to which City receives notice, and City will cooperate fully with Applicant in the defense thereof. Applicant shall reimburse the City for any court costs and attorney's fees that the City may be required to pay as a result of



any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Applicant of the obligations of this condition.

10. All of the conditions listed in the Standard List of Conditions and below shall be complied with by the applicant/business owner and all property owners of the subject property, prior to the issuance of any occupancy permit and/or business license.

**Los Angeles County Sheriff's Department:**

1. A copy of the Conditional Use Permit and approved conditions of approval shall be prominently posted on the premises at all times. The applicant shall make available said copies upon request by any Police Officer or other City official charged with the enforcement of the City's laws, ordinances, or regulations.
2. The business owner/applicant shall comply with and strictly adhere to all conditions of any permit issued by the Alcohol Beverage Control ("ABC") to the applicant and any applicable regulations of ABC.
3. There shall be no unpermitted signage or advertising of any kind on the building, including advertising directed to the exterior from within, promoting or indicating the availability of alcoholic beverages. Interior displays of alcoholic beverages or entertainment signs which are clearly visible to the exterior shall constitute a violation of this condition.
4. No alcoholic beverages shall be consumed outside of the premises (parking lot, etc.) or any property adjacent to the licensed premises.
5. The business owner/applicant and licensee shall provide the parking lots of the premises with lighting of sufficient power to illuminate and make easily discernible the appearance and conduct of all persons on or about the parking lot.

**ATTACHMENT “B”**

**STANDARD LIST OF CONDITIONS**

DATE:	April 22, 2020
OWNER(S):	Norwalk Carson Associates, LLC
PERMITTEE:	Patrick Reardon
APPLICANT:	Patrick Reardon
PROJECT ADDRESS:	12130 Carson Street, Suites E & F Hawaiian Gardens, CA 90716

All projects approved by the City of Hawaiian Gardens shall meet the standard conditions that have been checked unless specifically exempted by the Hawaiian Gardens Municipal Code (HGMC). The standard conditions checked below must be complied with prior to the issuance of an occupancy permit or business license unless noted otherwise. Call the CDD if you have any questions concerning specific conditions on this list at (562) 420-2641.

Todos los proyectores aprobados por la Ciudad de Hawaiian Gardens deben cumplir las condiciones marcadas a menos de que sean específicamente exento por las reglas municipales de la Ciudad de Hawaiian Gardens. Las condiciones regulares mencionadas en los parrafos siguientes deben cumplirse antes de obtener un permiso para ocupar el negocio/residencia menos de que sea notado de otra manera. Llame al Departamento de Desarrollo de la Comunidad si tiene preguntas acerca de especifico condiciones en esta lista llame al (562) 420-2641.

The Property Owner, Permittee and Applicant shall comply with all conditions of approval for the following entitlement (s):

		Case Number	Resolution Number	Approval Date
	Tract Number			
	Parcel Map Number			
	Variance Number (s)			
<b>X</b>	CUP Number (s)	PLNG2020-0016- CUP	2020-011	April 22, 2020
	Variance			
	Reference Zone Change			
	Plot Plan Number (s)			
	Special Use Permit			



REQUIRED	DONE	
<b>I. GENERAL PROJECT CONDITIONS</b>		
X		A. This approval is for the operation of a California Department of Alcoholic Beverage Control (ABC) Type 41 license for Kickin' Crab restaurant. All uses and structures shall be in strict compliance with the plans submitted to the Planning Commission.
X		B. Approval is based on Permittee's/Applicant's PRELIMINARY Site plan, Floor plan, Elevations, as presented to the Planning Commission and or City Council. The plans are part of the standard list of conditions and are approved only as a preliminary drawing. Final construction plans will require approval from the Community Development Director. If during plan check substantial corrections are made to the approved preliminary plans from the Building and Safety Division and Fire Department, the Community Development Director may cause the project to be null/voided or resubmitted for review at the discretion of the Lead Agency.
X		C. The development shall comply with the requirements of Hawaiian Gardens Municipal Code (HGMC), and the conditions as outlined in the Standard List of Conditions, and Attachment "A". The Standard List of Conditions and Attachment "A" shall prevail over any discrepancies regarding any approved plans.
X		D. Any revisions to the approved plans must be resubmitted for review and approval by the Community Development Department, prior to the issuance of an occupancy permit, business license, or sign off of a building permit.
X		E. Within sixty (60) days of approval of this entitlement, the Permittee shall submit to the Community Development Department for review and approval three (3) copies of revised plans, similar to those identified in Condition I.B., with any amendments required by these conditions of approval included.
X		F. In the event that the herein specified entitlement and construction is not completed within one (1) year from the date of approval of this application, such approval shall automatically become null and void.
X		G. Approval shall not take effect for any purpose until the Applicant, Permittee, business owner(s), and/or property owner(s) have filed with the City of Hawaiian Gardens an affidavit stating that he/she/they are aware of and accept all of the conditions set forth in the letter of approval, this standard list of conditions, any additional conditions of approval, and any environmental mitigation measures. The notarized affidavit (s) shall be submitted within <b>THIRTY (30)</b> calendar days of the date of approval of this application. If the notarized affidavit is not submitted within the identified days, such entitlement shall automatically become null and void,
X		H. Approval does not relieve the Permittee, business owner(s), property owner(s), and/or unit tenants from compliance with other Federal, State, Regional, County, and/or City requirements.
X		I. Permittee is required to hire applicable state licensed contractors to perform the job as per the approved plans using standard conventional construction methods as accepted by the industry. All contractors and subcontractors are to obtain a business license from the business license clerk. A list of contractors with contact information is to be submitted to the business license clerk for reference and file prior to the issuance of a building permit.
X		J. Permittee shall comply with the City of Hawaiian Gardens Business License Ordinance and cooperate with the City to obtain compliance by contractors and tenants.
X		K. The days and hours of operation of the restaurant shall be: Monday through Friday: 3:00 p.m. to 10:00 p.m. and Saturday and Sunday: 12:00 noon to 10:00 p.m.



REQUIRED	DONE	
X		L. NO ISSUANCE OF A TEMPORARY PERMIT, AN OCCUPANCY PERMIT, A BUSINESS LICENSE, SIGN OFF OF A BUILDING PERMIT, OPERATION OF THE BUSINESS, OR LETTER OF PUBLIC CONVENIENCE OR NECESSITY, will be granted or allowed until ALL IMPROVEMENTS required by this approval have been completed, inspected, and approved by the appropriate departments.
X		M. Violation of any of the conditions of this permit shall be cause for the issuance of a stop work order, citation, prosecution, and/or revocation of all rights there under by the City of Hawaiian Gardens.
X		O. The City may inspect the subject site at least one time each year to review conformance with the project's conditions of approval and/or environmental mitigation measures. Findings of said investigation may be reported to the City Council for receipt and/or action.
X		P. The Community Development Department shall have full access to inspect subject establishment during all operating hours to ensure compliance with conditions of approval.
X		Q. Prior to the issuance of a building permit, the Permittee shall provide documentation that they own all the property or have control of the property, that is part of these applications or have approval from the property owner(s) of the property for the proposed use.
		R. Prior to the submittal of an application for a grading permit, building permit, or encroachment permit, the Permittee shall provide to the Director of Community Development three complete and final sets of construction related drawings. These drawings shall include structure design, foundation, and utility plans (to include location of any trenching and sources of utilities) and any changes made as part of these conditions of approval.
X		S. The Community Development Director is authorized to make minor modifications to the approved concept design plans or any of the conditions of approval if such changes shall achieve substantially the same results as would strict compliance with said plans and conditions. Any conflicts between the plans and conditions of approval shall be resolved by the Community Development Director.
X		T. The property shall be developed and maintained and operated in a neat, quiet, and orderly condition and operated in a manner so as not to be detrimental to adjacent properties and occupants.
X		U. Failure to conform to the any of these conditions of approval may result in code enforcement proceedings with fines upon conviction as provided by law. For more information contact the Community Development Department at (562) 420-2641 ext. 208.
X		V. Due to the nature of the proposed use, unforeseen impacts may be created which may necessitate additional conditions of approval that could limit the activity or business. Additional conditions of approval may be imposed by the Community Development Director. Any conditions of approval imposed by the Community Development Director shall be agreed to by the project applicant/ or Owner and/or tenant(s). If no agreement is reached, the matter can be appealed to the City Council. Until such appeal, the new condition shall remain in effect until a decision is rendered by the City Council. If no agreement is reached after presentation to the City Council, the land use entitlement(s) shall be subject to a revocation hearing, where it may be determined to be null and void.
X		W. No business shall locate on the premises or attempt to conduct business without first securing a business license, approved by the Community Development Director. A violation of this section will invalidate the entire Conditional Use Permit (CUP) and citations may be issued to the Permittee, property owner(s) and/or business owner(s).

REQUIRED	DONE		
X		X.	If in the opinion of the Community Development Director a new use is located at the site which could create impacts that can not be mitigated or could operate in a manner as to interfere with other activities or uses in the vicinity, that use or activity shall not be permitted.
X		Y.	The restaurant operation conducted on the property shall not be objectionable by reason of noise, odor, smells, dust, mud, smoke, vibration, light, glare, or other similar causes. Should the business operation become objectionable by reason of noise, odor, smells, dust, mud, smoke, vibration, light, glare, or other similar causes, it shall be cause for the issuance of a citation or prosecution of the responsible person or business, and/or revocation of this conditional use permit by the City of Hawaiian Gardens.
X		Z.	All restaurant operations conducted on the property shall not cause excessive noise, in violation of the City Noise Ordinance (Chapter 9.29). Violation of the City Noise Ordinance shall be cause for the issuance of a citation or prosecution of the responsible person or business, and/or revocation of this conditional use permit by the City of Hawaiian Gardens.
X		AA.	If during the term of this entitlement, there is a change in operation, fact, policy or method that would substantially alter the information given in the application, such entitlement shall be deemed terminated and a new entitlement application must be submitted to continue operation.
X		BB.	The Permittee shall defend, indemnify, and hold harmless the City of Hawaiian Gardens, its agents, its officers, and employees from any claim, action, or proceeding against the City of Hawaiian Gardens or its agents, its officers, and employees to attack, set aside, void, or annul this approval.
X		CC.	In the event that any claim, action, or proceeding described above is filed against the City of Hawaiian Gardens, the Permittee shall within ten (10) days of the filing, pay to the City of Hawaiian Gardens an initial deposit of five thousand dollars (\$5,000) from which actual costs shall be billed and deducted for the purpose of defraying the expense involved with the City's cooperation in the defense, including but not limited to depositions, testimony, and other assistance to the Permittee or Permittee's counsel. The Permittee shall also pay the following supplemental deposits, from which actual costs shall be billed and deducted:
X		1.	If during litigation, the actual costs incurred reach eighty percent (80%) of the amount on deposit, the Permittee shall deposit additional funds to bring the balance up to the amount of the initial deposit (\$5,000). There is no limit on the supplemental deposits that may be required prior to completion of litigation.
X		2.	The cost for collection and duplication of records and other related documents will be paid by the Permittee.
X		3.	At the sole discretion of the Permittee, the amount of the initial and supplemental deposits may exceed the minimum amounts defined herein.
X		DD.	If any provision of this entitlement is held or declared to be invalid, the entitlement permit shall be void and the privileges granted there under shall lapse.
X		EE.	In the event that there are conflicts between required approved final plans and the provisions of this Standard List of Conditions, then the Standard List of Conditions will be the guiding document for the entitlement of this application.
<b>II. PLANNING DIVISION STANDARDS</b>			
X		A.	Community Development Department staff shall have access to the subject property at anytime during construction or operation to monitor progress.



REQUIRED	DONE	
		B. Prior to the issuance of an occupancy permit, the Permittee shall provide adequate trash receptacles/dumpsters. The exact type of trash receptacle and enclosure shall be subject to the approval of the Community Development Department.
		C. A new six-foot high masonry wall shall be constructed along the: ____ North; ____ South; East ____ West property line (s) subject to review and approval of the Community Development Department. Separate plans shall be designed, reviewed and approved by the Community Development Department.
		D. No fences or walls may be built without first securing approval from the Community Development Department. Any new fence or wall will be subject to Design Review by the Community Development Department.
		E. An enclosed refuse area shall be provided.
		F. Architectural details such as doors, window mullions, and other architectural details shall be reviewed and approved by the Community Development Department.
X		G. Permittee shall provide address numbers for the building(s), to the specifications of the Community Development Department. Address numbers shall be installed prior to the issuance of an occupancy permit.
X		H. There shall be no subdivision of the rental units or building (s).
X		I. There shall be no permanent storage of vehicles, trailers, equipment, or personal goods within the drive aisles of this facility.
X		J. The repair and maintenance of vehicles shall be prohibited at the subject property.
X		K. No barbered wire fencing shall be allowed at the subject property.
X		L. All exterior lighting shall be shielded and directed away from adjoining uses to prevent direct illumination and/or glare.
		M. Color palette to be submitted for approval by the Community Development Department prior to permit issuance.
		N. A six-foot chain link fence will be allowed on the property until the conclusion of the construction.
X		O. Final floor plans to be approved by the Community Development Department.
X		P. There shall be no outside vending machines located outside of the subject buildings, not directly associated with the business. Vending machines and associated waiting lines shall not interfere with the function of the site.
<b>III. PARKING/ACCESS STANDARDS</b>		
X		A. All parking spaces shall meet the requirements of the Hawaiian Gardens Municipal Code as it relates to size (width, length) aisle width, etc. Regular parking spaces shall be a minimum of 9'0" wide by 20' deep. Compact spaces are permitted within the limitations of the Hawaiian gardens Municipal Code.
X		B. The project shall provide parking spaces per the approved plans. Parking shall be required to meet ADA requirements.
X		C. There shall be no outside storage of vehicle parts, equipment, trailers, trash or debris, supplies, equipment, or materials. There shall be no outside storage of abandoned, inoperable, or wrecked vehicles.
		D. Prior to the issuance of an occupancy permit or sign off of the final permit, all unused driveway aprons shall be closed to the satisfaction of the City Engineer. The driveway and sidewalk shall be constructed in accordance with LA County Public Works Standards, and thereafter maintained in good serviceable condition. As necessary, the applicant shall obtain encroachment permits from the City Engineering Division.



REQUIRED	DONE	
X		E. All designated parking spaces shall be separated by 4-inch wide striping to show the layout of the intended parking stalls. Such striping shall be maintained in a clear, visible and orderly manner at all times.
X		F. Handicapped parking spaces shall be provided and improved pursuant to the standards of the California Accessibility Standards Interpretive Manual.
		G. A minimum of 10% of the gross lot area shall be landscaped.
		H. All non-residential development >25,000 sq. Ft. shall be subject to Chapter 18.52 of the HGMC regarding Travel Demand Measures (TDM).
		I. All Permittees subject to TDMs shall submit a monitoring agreement to the specifications of the City Attorney and Community Development Department, which shall be binding upon the Permittee with respect to the implementation of the required Trip Reduction Measures specified therein.
		J. Prior to release of occupancy, the Community Development Director shall issue a certificate of compliance with the Trip Reduction Measures as required.
X		K. A letter from the property owner(s) authorizing parking enforcement shall be submitted prior to the issuance of a Certificate of Occupancy and/or business license.
X		L. Signs shall be posted indicating no employee parking directly within the adjacent public streets.
X		M. The site shall comply with all requirements of AB 1881 as applicable.
<b>IV. SIGN STANDARDS</b>		
X		A. No signs of any kind or advertising shall be placed on the subject property without first obtaining approval of the City. All signs shall be developed in accordance with the Hawaiian Gardens Municipal Code (HGMC) and Title 18 of the HGMC.
X		B. The property owner(s) shall be responsible for removal of the sign (s) within five (5) days after vacation of the site by the tenant. Removal of the wall sign shall include the repair of the wall surface back to the original condition.
X		C. The Permittee shall install and maintain the following signage. Signage shall be installed at the front entrance to the building. Signage shall be of a minimum dimension of 2'0" by 2'0", with letters a minimum of one inch (1") in height. Prior to installation of the signs, the signs and text, and proposed location shall be approved by the Community Development Department. The Community Development Department shall be contacted to inspect the property to ensure installation of the signage, prior to the issuance of a business license. a. "No Loitering permitted" b. "Maximum Occupancy of this business is (number too be determined by LACFD/HGB&S)" c. "This facility is under camera/video surveillance."
X		D. All structures, walls, and fences on the subject property shall remain free of all unapproved signs and extraneous markings or drawings. The Permittee shall remove all unapproved signs and extraneous markings or drawings within twenty-four (24) hours of notification by the City of Hawaiian Gardens, weather permitting. Paint utilized in the covering of such markings shall be of a color that matches the color on adjacent surfaces.
X		E. There shall be no advertisement of alcoholic beverages on the exterior walls or windows of the church facility. No 'temporary' signs shall be displayed advertising alcoholic beverages. The placement of portable or temporary signs or banners on the property is prohibited.
X		F. No raceway signs will be allowed. Painted wall signs, human held signs and strobe lights will not be permitted with this development.

REQUIRED	DONE	
		G. CUP will be required for a Master Sign Program should any proposed signs exceed code requirements.
		<b>V. LANDSCAPING &amp; IRRIGATION STANDARDS</b>
		H. Final landscape and irrigation plans shall be reviewed and approved by the Community Development Department prior to the issuance of a building permit. The size, species, and quantity of landscaping materials and trees shall be determined by the Community Development Director's discretionary review. A plan with soil preparation notes, tree staking, etc. shall be included in the plan.
		B. Plant varieties shall be as shown on approved landscaping drawings, unless changed by conditions of approval. All quantities shall be verified by actual count. Plants, including trees, shrubs, and ground cover shall have been grown in nurseries inspected by the California Department of Agriculture. Inspection and approval of plants is required. The City may reject plants, if defective or not in compliance with these standards.
		C. A permanent maintenance program of all landscaping shall be provided insuring regular irrigation, fertilization and weed abatement.
		D. The applicant will provide street trees subject to review & approval of the Community Development Department. Street trees shall be installed along Carson Street consisting Date Palms at a minimum height of thirty (30) feet BTH (minimum three). The specific type (species/genus), number and location of these street trees shall be coordinated with the Community Development Department. The tree (s) must be planted prior to issuance of an occupancy permit or final of the building permit. Root control barriers shall be required of all trees planted within the public right-of-way, or within five feet (5'0") of the public right-of-way, if planted on private property. Root barrier shall be a minimum of twenty-four inches (24") wide and 0.080 inches thick, and made of high impact polyethylene or polypropylene, with double top edge, and manufactured for root barrier purposes. Sheeting shall have integrally molded root deflector ribbing and integrally molded joiner strips.  The applicant shall install street trees and all improvements along Hawaiian Avenue to the Satisfaction of the City Engineer. A minimum of four street trees shall be installed.
		E. All required yard areas and unpaved open areas shall be landscaped with turf, trees and shrubs and shall be maintained as necessary, with an automatic irrigation system, controlled with a timer.
		F. Landscape materials and irrigation systems are to be inspected by a city representative prior to final issuance of a certificate of occupancy.
X		G. The project will comply with the requirements of Chapter 13.18, related to water conservation of landscaping.
		H. All trees shall be a minimum twenty-four (24") or thirty-six inch (36") box, as shown on the approved landscaping plans. Twenty-four inch trees shall be a minimum of 10'-0" in height. Such trees shall have a minimum average trunk diameter, measured twelve inches (12") above grade, of one and one-half inches (1 ½ "). Such trees shall have a minimum branch canopy of 5'- 0" in diameter. Thirty-six inch trees shall be a minimum of 15'-0" in height. Such trees shall have a minimum average trunk diameter, measured twelve inches (12") above grade, of two inches (2). Such trees shall have a minimum branch canopy of 7'- 6" in diameter. Documentation as to the size of these trees shall be provided during final inspection of the landscaping and irrigation system. A
		I. If non-canopy type trees are proposed (i.e., palms, etc.) on a case by case basis sizes of these trees will be determined.



REQUIRED	DONE	
		J. All shrubs shall be a minimum one (1) or five (5) gallons, as shown on the approved landscaping plans. Documentation as to the size of these shrubs shall be provided during final inspection of the landscaping and irrigation system
		K. All ground covers shall, after one year, provide one hundred percent (100%) coverage.
		L. Prior to issuance of an occupancy permit, the entire property shall be landscaped, and irrigation system installed in accordance to the approved plans and approved by a representative of the Community Development Department.
		M. The Permittee's Landscaping Contractor shall maintain all landscaping for a minimum of ninety (90) days. This period shall start at the sign off of the landscaping by the Community Development Department.
		N. All trees of 24-inch size or larger, to include palms, shall be guaranteed for one (1) year. Guarantee period shall start on date the Permittee's Landscaping Contractor is relieved of maintenance responsibility.
X		O. All plants that show signs of failure to grow due to improper maintenance, injury or damage from any cause, including vandalism, so as to render them unsuitable for the purposes shall be immediately replaced.
		P. Prior to the final of all Building and Safety permits, the applicant/property owner will submit a landscape plan that fully identifies the current landscape conditions of the subject property. The Community Development Director may then require additional landscaping materials, at his discretion. The entire property shall then be landscaped with an irrigation system installed in accordance to the approved plans and permanently maintained.
<b>VI. PROPERTY MAINTENANCE STANDARDS</b>		
X		A. The Permittee shall maintain, and upgrade as necessary, the property as required by the City Zoning, Health, Building and Fire Codes.
		B. The Permittee, and/or subsequent owners of the subject property shall paint the building on an as-needed basis, and not less than every five years. Colors shall be subject to the approval of the Community Development Department.
		C. The Permittee shall provide one (1) licensed uniformed security guard (s) after 9:00 P.M. on Fridays and Saturdays. The guards shall be required to patrol all public areas in the immediate vicinity and all off-street parking facilities used by patrons of the business. In addition, the applicant shall provide for 24-hour video surveillance.
X		D. There shall be no outside display of goods being sold without obtaining the necessary approvals from the City of Hawaiian Gardens.
X		E. There shall be no outside display of goods or materials, this to include on-site sidewalks and parking areas and public right-of-way.
X		F. There shall be no loitering at the property.
X		G. The permittee shall maintain the property in a neat and orderly fashion. The permittee shall maintain the property free of litter, trash, debris, and junk. All graffiti, etching, or other acts of vandalism shall be removed from the property within 24hrs.
X		H. All trash areas shall be screened, secured and maintained in a sanitary condition and all business owners shall take appropriate measures to prevent prohibited or undesirable activities including but not limited to, scavenging, excessive accumulation of refuse, and allowing any portion of the property to become a breeding ground for flies, wild rodents or pests. Trash storage areas shall be designated, and bins shall be maintained within the designated areas.
X		I. No outside cleaning of floor mats from inside the building or other items will be permitted on the site.



REQUIRED	DONE		
			<b>VII. ALCOHOLIC BEVERAGE STANDARDS</b>
X		A.	No alcoholic beverages shall be sold for off-site consumption without approval of a Conditional Use Permit.
X		B.	There shall be no live entertainment, dancing, coin-operated amusement devices (i.e., video games, etc.), pool tables, or similar devices or activities on the premises at any time.
X		C.	The subject business shall not contain a bar, or the establishment of any area for the consumption of alcoholic beverages.
X		D.	There shall be no advertisement of alcoholic beverages on the exterior walls or windows of the subject building. No 'temporary' signs shall be displayed advertising alcoholic beverages. The placement of portable or temporary signs or banners on the property is prohibited.
			<b>VIII. BUILDING &amp; SAFETY DIVISION STANDARDS</b>
X		A.	Any construction related permits (i.e., Demolition, Grading, Building, Electrical, Plumbing, Mechanical, etc.), if needed, will not be issued in connection with any project until such time as all plan check fees, school fees, and all other applicable fees are paid in full.
X		B.	The hours of construction shall be limited from 7:00 a.m. to 7:00 p.m. Monday - Friday and 9:00 a.m. to 5:00 p.m. Saturday. No construction shall be permitted on Sunday and City Observed Holidays. All stationary construction noise sources shall be sheltered or enclosed to minimize adverse effects on nearby residential uses. Generators and pneumatic compressors shall be noise protected in a manner that will minimize noise on adjacent residences.
X		C.	All roof top appurtenances and equipment shall be adequately screened from view to the satisfaction of the Community Development Department.
X		D.	Prior to issuance of an occupancy permit, all restrooms, and other water consuming uses shall be provided with water conservation fixtures such as low-flush toilets and low-flow faucets. The water heater and lines shall be insulated.
X		E.	No new utility meters, service points, or mechanical equipment, trash cans, or other exterior mechanical equipment shall be placed in view of the public right-of-way.
X		F.	Design, engineering, and construction of any building shall be in conformance with the Uniform Building Code and the Building Codes of the City of Hawaiian Gardens.
X		G.	The Permittee shall pay all fees and charges in place related to report review and implementation, plan checking, and any field inspections.
		H.	If applicable, during the construction of this project, ANY driveway, driveway apron, sidewalk, or the half-street in front of the subject property is damaged, then the applicant shall replace/repair to the satisfaction of the City Engineer.
			<b>IX. ENGINEERING DIVISION STANDARDS</b>
		A.	The property shall be graded to drain to the street or approved easement, but in no case shall such drainage be allowed to sheet flow across the public sidewalk. A grading and/or drainage plan shall be submitted to and approved by the Building Official/City Engineer, and such grading and drainage shall take place in accordance with such approved plan.

REQUIRED	DONE	
		C. The Permittee shall dedicate street easements, storm drain easements, public utility easements, sewer easements, bikeway easement or other identified easement to the satisfaction of the City Engineer. The Permittee shall hire a Civil Engineer or Land Surveyor to prepare the legal description for the easement to be dedicated and shall the use the forms provided by the City.
		D. Water service facilities, including appropriate backflow prevention devices, shall be installed to the satisfaction of the City Engineer.
		E. Sanitary sewer facilities shall be installed to the satisfaction of the City Engineer.
		F. The Permittee shall provide the City with a Backflow Device Test Form, filled out by the licensed tester before any final permits are released.
		G. Prior to permit issuance the permittee shall submit for City approval a lot tie agreement to be rescored with the County of Los Angeles, to hold the properties as one.
		H. Grading and drainage plans must be approved to provide for contributory drainage from adjoining properties as approved by the City Engineer, including dedication of the necessary easements. A grading and drainage plan must be provided for this property to have an independent drainage system to the public street, to a public drainage facility, or by means of an approved drainage easement. Historical or existing storm water flow from adjacent lots must be received and directed by gravity to the street, a public drainage facility, or an approved drainage easement.
		I. A new drive approach shall be constructed. Drive approaches shall be at least 24' wide. Existing, but unused drive approaches on from adjacent public streets shall be closed with full curb, gutter and sidewalk. All curb, gutter and sidewalk along Hawaiian Avenue shall be demolished and reconstructed to the satisfaction of the City Engineer. Stamped decorative concrete shall be used. Color to be selected by Community Development Director.
		J. The Permittee shall resurface the half street or more in front of the project after all utility cuts have been made and the back-fill compaction reports have been submitted and approved by the City of Hawaiian Gardens. If one or more utility trenches extend past the centerline of the street, the resurfacing shall be extended to cover this excavation beyond centerline.
		K. The Permittee shall comply with the National Pollutant Discharge Elimination System (NPDES), the requirements of the Regional Water Quality Control Board, and the City of Hawaiian Gardens.
X		L. The Permittee shall pay all fees and charges in place related to report review and implementation, plan checking, and any field inspections.
		M. The applicant shall provide a drainage plan for review and approval by the City Engineer. The plan must provide for the elimination of any sheet flows or ponding, provide for contributory drainage from adjacent properties, and provide for proper distribution of drainage. Any changes that occur between the time of the approval of the final map and issuance of a building permit must be incorporated into the drainage plan.
X		N. Drainage across public right-of-way is prohibited. Drainage devices in public right-of-way shall be approved by City Engineer.
		O. The plans shall be checked and stamped for approval by the city engineering Division before building permits are issued. Project must comply with all Public Works requirements. All Public Works notes and corrections must be printed on the plan, and all requirements must be completed per the approved plans prior to the issuance of a building final.
		P. Specific decorative concrete and other improvements within the public right-of-way shall be required and subject to approval of the City engineer.



REQUIRED	DONE		
			<b>X. UTILITIES, GRADING AND CONSTRUCTION STANDARDS</b>
X		A.	Exterior lighting fixtures shall be installed to provide ample security and safety lighting. Lighting shall be installed prior to the issuance of an occupancy permit. All lighting fixtures shall be controlled by a timer or clock and adjusted as needed as the seasons change.
		B.	Easements for the following underground utilities shall be provided: Water <u>X</u> : Sewer <u>X</u> : Storm Drain <u>X</u> : Others, as specified Cable <u>X</u> :Electric <u>X</u> .
X		B.	All utilities shall be placed underground including facilities and wires for the supply and distribution of electrical energy, telephone, cable, etc. Antennas and satellite dishes shall be screened to the satisfaction of the Community Development Director.
		D.	Permittee shall provide for installation of cable television conduits and facilities to the satisfaction of the City Administrator or designee.
		E.	No finals will be given until all as-built site improvement plans have been submitted to the Public Works Division.
		F.	All un-necessary utility poles shall be removed from the property, to the satisfaction of the Community Development Director.
X		G.	Prior to the issuance of a building permit, the applicant shall submit a utility plan outlining the existing public utilities in the project area and identifying areas that are substandard to support the development of the project. Areas of concern include, but are not limited to street lighting, fire service (hydrants, mains), and sewage disposal. The utility plan shall be submitted for review and approval by the City Engineer. The plan must provide for the elimination of any substandard utilities that may serve the site. All utilities shall be placed underground. The cost of any required utility upgrades shall be the responsibility of the applicant.
		H.	During construction, the applicant/property owner shall repair the existing asphalt and slurry seal the entire parking to the satisfaction of the Community Development Department. Thereafter the property will be slurry sealed and re-striped every four (4) years, or as needed.
X		I.	The cost of off-site improvements required as a result of the subject proposal shall be the responsibility of the applicant and/or permittee.
		J.	A Traffic Management and Construction Plan shall be submitted in conjunction with any construction and other building plans, to be approved by the Sheriff's and Public Works Departments prior to issuance of building permits. The plans shall provide for the management of all construction related traffic during all phases of construction, including but not limited to delivery of materials and parking of construction related equipment.
X		K.	During the demolition and construction phases of development, a daily clean-up program for all areas affected by the project shall occur, including the pickup of all debris (utilizing an approved trash dumpster or other trash control method) at day's end and the sweeping and continued watering down of the site to assist in mitigating the movement of dirt and dust upon adjoining properties.
			<b>XI. FIRE DEPARTMENT STANDARDS</b>
X		A.	Permittee and property owner(s) shall obtain Fire Department inspection and approval prior to the issuance of an occupancy permit or business license. Any conditions imposed by the Fire Department shall become a requirement of this entitlement.
X		B.	Occupancy shall not exceed those limits established by the Building and Safety Division and/or Fire Department.



REQUIRED	DONE	
X		C. A set of construction drawings approved by the Building and Safety Division must be on file with the Fire Department prior to issuance of any building permits.
X		D. The required on-site minimum fire flow shall be installed and made available to the satisfaction of the Fire Chief and City Engineer prior to storage or construction involving combustible materials.
X		E. Fire sprinkler system hook-ups and post indicator/OS & Y valves must be approved by the Fire Department.
		F. Fire lanes shall be provided and serviceable. Fire lanes shall be constructed to support the imposed loads of fire apparatus, with all-weather driving surfaces. No motor vehicles shall be parked in the property's driveways or drive aisles or otherwise block access by emergency vehicles.
		G. A uniform access system (i.e., Knox box) shall be provided to permit access to the subject property by safety personnel (i.e., Los Angeles County Fire Department, Los Angeles County Sheriff's Department, etc.). Location and type of system shall be coordinated through these agencies.
		H. The fire flows should be performed and upgraded identified on the map prior to map recordation.
<b>XII. PUBLIC SAFETY STANDARDS</b>		
X		A. The Permittee shall maintain an unobstructed view through the front windows of the restaurant tenant space. No window tinting shall be applied to the windows.
X		B. The Permittee/Property Owner shall maintain adequate lighting in the business suite and the adjacent parking lot. All parking lot lighting shall be directed toward the parking lot pavement and not at adjacent properties or uses.
X		C. The front door shall remain open, unlocked and unobstructed during business hours.
X		D. For the safety of the customers and others at the proposed development, the Permittee shall establish a camera/video surveillance system acceptable and accessible by the Community Development Department and the Los Angeles County Sheriff's Department. The surveillance system shall be installed prior to the issuance of a business license.
X		E. The Permittee shall provide sufficient security measures to effectively regulate interior and exterior loitering or lingering, parking lot congestion, disturbing noise and light, loud conversations and criminal activities.
X		F. A security system may be installed as long as it does not create any impact to the surrounding properties. Any alarm system that is audible shall be prohibited.
<b>XIII. ENVIRONMENTAL STANDARDS</b>		
		A. All environmental mitigation measures adopted in connection with the following applications shall be incorporated into the design and operation of the property:
X		B. The project shall comply with SCAQMD regulations relating to fugitive dust control, building construction, and mechanical equipment.
		C. Prior to issuance of an occupancy permit, the Community Development Director shall issue a certification of compliance with the approved monitoring program.
X		D. All new businesses must contact the Southern California Air Quality Management District (SCAQMD) and/or Los Angeles County Fire Department (Hazardous Materials) for information relative to their business. Verification of permits or a letter of exemption must be submitted to the Community Development Department prior to occupancy or issuance of a business license.



REQUIRED	DONE	
		<p>E. This project could generate a sufficient amount of demolition and construction waste. In order to comply with the California Integrated Waste management Act (AB 939), the Permittee and/or property owner (s) shall develop and implement a Job Site Recycling and Waste Reduction Plan, to ensure that solid waste generated are reduced, recycled and reused. Prior to the issuance of a construction related permit (i.e., Demolition, Grading, Building, Electrical, Plumbing, Mechanical, etc.), the Permittee and/or property owner(s) shall comply with the requirements of Chapter 6.14 (Construction and Demolition Recycling) of HGMC, as it relates to construction materials reduction, recycling and recycled.</p>
		<p>F. Should unknown cultural resources be found during excavation activities at the site, all ground disturbance activities shall be halted and a mitigation plan shall be developed in accordance with Section 21083.2 of CEQA and Section 15064.5 of the CEQA Guidelines. Mitigation shall include photographing, recordation, collection, archival of collected materials, capping of the site, or other appropriate measures.</p>
		<p>G. If human remains are encountered during excavation activities at the site, all work shall halt and the County Coroner shall be notified (Section 5097.98 of the Public Resources Code). The Coroner will determine whether the remains are of forensic interest. If the Coroner determines that the remains are prehistoric, he/she will contact the Native American Heritage Commission (NAHC). The NAHC will be responsible for designating the most likely descendent (MLD), who will be responsible for the ultimate disposition of the remains, as required by Section 7050.5 of the California Health and Safety Code. The MLD will make his/her recommendation within 24 hours of their notification by the NAHC. This recommendation may include scientific removal or non-destructive analysis of the human remains and any items associated with Native American burials (Section 70580.5 of the Health and Safety Code).</p>
<p>X</p>		<p>H. The project shall be constructed in accordance with the California Building Code, the City's building standards, and other pertinent building regulations.</p>
<p>X</p>		<p>I. Hazardous materials use, storage, and disposal during demolition and construction activities for the project shall comply with applicable federal, state, and local regulations.</p>
<p>X</p>		<p>J. Any work within the public right-of-way shall be conducted in accordance with Standard Specifications for Public Works Construction (Greenbook) and City regulations.</p>
		<p>K. In accordance with the National Pollutant Discharge Elimination System (NPDES) program, best management practices (BMPs) shall be implemented during demolition and construction activities to reduce pollutants in the storm water and prevent violation of water quality standards or waste discharge requirements. A Storm water Pollution Plan (SWPP) shall be prepared for the project and the project shall implement construction BMPs, such as erosion and sediment control measures, wind erosion control and tracking control measures, waste management and non-storm water management measures.</p>
<p>X</p>		<p>L. All exterior lighting assemblies shall be angled and shielded appropriately in a manner so as not to allow light to impact nearby residential properties. The applicant shall provide a photometric analysis demonstrating that the light spillage on adjacent properties does not exceed .5 foot candles.</p>

Failure to conform to approved conditions or an adopted monitoring program may result in any of the following actions as otherwise provided by law: stop order; code enforcement proceedings, with fines upon conviction as provided by law; revocation of conditional use permit or variance approval as provided by law; and other actions as provided in the Hawaiian Gardens Municipal Code, applicable state and federal statutes. For more information, contact the Community Development Department at (562) 420-2641.





# CITY OF HAWAIIAN GARDENS PLANNING COMMISSION STAFF REPORT

Agenda Item No.: 3b-e  
Meeting Date: 4-22-2020  
CD Director: JC

**TO:** Honorable Chairman and Members of the Planning Commission

**THRU:** Joseph Colombo, Director of Community Development

**FROM:** Kevin Nguyen, Associate Planner II

**SUBJECT:** RESOLUTION NO. 2020-012 OF THE PLANNING COMMISSION OF THE CITY OF HAWAIIAN GARDENS RECOMMENDING APPROVAL OF A CONDITIONAL USE PERMIT (CASE NO. PLNG2019-0033), ALLOWING THE CONSTRUCTION AND OPERATION OF A NEW 71-ROOM HOLIDAY INN EXPRESS & SUITES AND RECOMMENDING THAT THE CITY COUNCIL ADOPT THE ASSOCIATED MITIGATED NEGATIVE DECLARATION (MND) FOR THE HOTEL PROJECT LOCATED AT 22434 NORWALK BOULEVARD, CITY OF HAWAIIAN GARDENS

RESOLUTION NO. 2020-013 OF THE PLANNING COMMISSION OF THE CITY OF HAWAIIAN GARDENS RECOMMENDING APPROVAL OF A VARIANCE (CASE NO. PLNG2019-0034), ALLOWING A REDUCTION OF THE REQUIRED ON-SITE PARKING FROM 76 TO 64 SPACES, FOR THE NEW HOLIDAY INN EXPRESS & SUITES AND RECOMMENDING THAT THE CITY COUNCIL ADOPT THE ASSOCIATED MITIGATED NEGATIVE DECLARATION (MND) FOR THE HOTEL PROJECT LOCATED AT 22434 NORWALK BOULEVARD, CITY OF HAWAIIAN GARDENS

RESOLUTION NO. 2020-014 OF THE PLANNING COMMISSION OF THE CITY OF HAWAIIAN GARDENS RECOMMENDING APPROVAL OF A VARIANCE (CASE NO. PLNG2019-0035), ALLOWING A NEW HOLIDAY INN EXPRESS & SUITES TO EXCEED THE MAXIMUM ALLOWABLE BUILDING HEIGHT FROM 45 FEET TO 53 FEET AND RECOMMENDING THAT THE CITY COUNCIL ADOPT THE ASSOCIATED MITIGATED NEGATIVE DECLARATION (MND) FOR THE HOTEL PROJECT LOCATED AT 22434 NORWALK BOULEVARD, CITY OF HAWAIIAN GARDENS

RESOLUTION NO. 2020-015 OF THE PLANNING COMMISSION OF THE CITY OF HAWAIIAN GARDENS RECOMMENDING APPROVAL OF A DEVELOPMENT AGREEMENT (CASE NO. PLNG2020-0024) TO THE CITY COUNCIL AND RECOMMENDING THAT THE CITY COUNCIL ADOPT THE ASSOCIATED MITIGATED NEGATIVE DECLARATION (MND) FOR A NEW HOLIDAY INN EXPRESS & SUITES LOCATED AT 22434 NORWALK BOULEVARD, CITY OF HAWAIIAN GARDENS

**DATE:** April 22, 2020



## SUMMARY

Holiday Inn Express & Suites is a mid-priced hotel chain within the InterContinental Hotels Group family of brands. It proposes to construct a new four-story, 42,164 square foot, 71-unit hotel on approximately 55,107 square foot vacant parcel located on the east side of Norwalk Boulevard, between Brittain Street and 226<sup>th</sup> Street. The hotel includes a fitness center, a meeting room, a kitchen/breakfast area, a multipurpose room, an outdoor pool, a patio area, 64 off-street parking spaces, and landscaping.

The project includes a proposal to allow the hotel building to increase the maximum allowable height from forty-five (45) feet to fifty-three (53) feet and to reduce the required on-site parking from 76 to 64 spaces. In addition to the entitlements, staff has reviewed the project for compliance with the California Environmental Quality Act (CEQA) and believes adoption of a Mitigated Negative Declaration is warranted for this request.

In accordance with the provisions of the California Environmental Quality Act (CEQA), an Initial Study/Mitigated Negative Declaration (IS/MND) for Environmental Impacts was prepared for the proposed project. The combined environmental document is approximately 600 pages. Due to the large volume of documents associated with the IS/MND, it would not be practical to include those documents with the staff report. As such, these documents will be posted on the City's website for your review. Following is a list of the environmental documents associated with the hotel project:

- Initial Study/Mitigated Negative Declaration and Appendices
- Hydrology Report
- Traffic Report
- Soil Report

## BACKGROUND

The site is located within the C-4 (General Commercial) Zoning District, with a General Plan designation of "General Commercial". This general plan designation is classified by commercial uses, including hotel/motel facilities, and food and retail services. Being generally rectangular in shape the site exhibits approximately 212 feet of frontage on Norwalk Boulevard, 261 feet of frontage on Brittain Street, and 261 feet of frontage on 226<sup>th</sup> Street. City of Long Beach is on the south side (across 226<sup>th</sup> Street) of the site.

On September 27, 2005, the City approved entitlements for the construction of a full-service carwash and fueling station at the site. However, the applicant did not exercise the approvals and the entitlements expired. Thus, the property has remained vacant and underutilized.

The project site is vacant with chain-link fence exists along all borders of the site. The unimproved site is surrounded by commercial uses facing Norwalk Boulevard, with residential uses in the proximity (south, north, and east) of the proposed project site.





View from Norwalk Boulevard

On May 13, 2019, the applicant submitted the applications for the project described above. The project was deemed incomplete due to corrections and missing information on the project plans on June 3, 2019. The applicant submitted revised plans, but the application was deemed incomplete on July 31, 2019.

With the project deemed incomplete, staff initiated the environmental analysis of the proposed project. As a result of this process, the details of which are discussed later in this report, a Mitigated Negative Declaration of Environmental Impacts (MND) has been prepared. A Notice of Intent (NOI) to adopt the MND was posted at the Los Angeles County Clerk on March 6, 2020. The NOI was posted at the City Hall and local newspaper. It was also mailed to the owners and occupants of property contiguous to the project and to the surrounding cities.

In addition to the NOI, a notice of the pending public hearing was published in the *Los Cerritos Community News* as a 1/8<sup>th</sup> page ad and mailed to all property owners within 300 feet of the subject site on April 10, 2020.

## **DISCUSSION/ ANALYSIS**

The applicant is proposing to construct a new four-story, 42,164 square foot, 71-unit hotel on an approximately 55,107 square foot vacant parcel located on the east side of Norwalk Boulevard, between Brittain Street and 226<sup>th</sup> Street. The hotel's ground floor includes five (5) guest rooms, a fitness center, a meeting room, a kitchen/breakfast area, a multipurpose room, an outdoor pool, a patio area, 64 off-street parking spaces, and landscaping. The second through fourth floors would be comprised of hotel units. Access to the upper levels would be from dual elevators and two separate stairways.

There are four aspects to the request: 1) a conditional use permit for the development and operation of a hotel facility; 2) two variances to reduce the required off-site parking and to exceed the maximum allowable building height; and 3) a Development Agreement to authorize the City to enter into a binding agreement with the developers and operators of the Holiday Inn Express & Suites.



**Conditional Use Permit**

As stated above, the C-4 zone allows hotel/motel facilities with the approval of a conditional use permit. The proposed hotel project will be four-stories tall and will include 71 rooms. The first floor includes the front desk/check in area, a communal lounge area, a breakfast buffet area, laundry rooms, offices, mechanical and storage rooms. The first floor also includes a 660 square foot multipurpose room, a fitness room, and a bar area. Five standard rooms will be located on the first floor. The second through fourth floor will include 22 suites each.

The hotel is located on a major arterial, with some commercial uses to the north and south of the site. Vehicular access to and from the site will be taken from the east side of Norwalk Boulevard from a double driveway and from the north side of 226<sup>th</sup> Street. The proposed building, at its nearest point will be located approximately fifty-two feet from the residential zoned properties to the east, 55-feet from the residential zoned properties to the north (across Brittain Street), and approximately 95-feet from the residential zoned properties to the south (across 226<sup>th</sup> Street). One of the conditions of approval requires the applicant to construct a six-foot (6') high masonry block wall along the easterly property line to limit any potential noise issues associated with the operation of the hotel. With the requirement for a six-foot high masonry block wall, the hotel use will reduce any negative impacts to the immediate residential neighborhood.

A total of 64 parking stalls would be provided and mostly located on the west side of the site, fronting Norwalk Boulevard. Six parking stalls are located on the east side (rear) of the building. The loading area, made up of two (2) 24-foot long spaces, is located adjacent to the south side of the building. The trash enclosure area will be located behind the southeast corner of the building. Staff has added a condition of approval that requires the trash enclosure match the color and materials used on the hotel building.

A summary of the development standards follows:

Parcel Size	55,107 sq. ft.	
Current Zoning	C-4 (General Commercial)	
General Plan Designation	General Commercial	
Development Standards	Required-Minimum / Maximum	Proposed
Lot Area	10,000 sq. ft. Minimum	55,107 sq. ft
Lot Width	100 Feet Minimum	212 Feet
Lot Depth	100 Feet Minimum	261 Feet
Parking	76 (standard and handicap)	64*
Loading Space	2 Minimum	2
Building Height	45 Feet Maximum	53 Feet*
Lot Coverage (Foot Print Area)	70% Maximum	20.3%
Front Setback	None Required	113 Feet
Side Setback (Brittain Street)	None Required	5 Feet
Side Setback (226 <sup>th</sup> Street)	20 Feet Required	32 Feet 9 Inches
Rear Setback	None Required	52 Feet
Landscaping	10% of Lot Area	12% (6,732 sq. ft.)

\*Concurrently, the applicant is requesting to reduce the required parking and to exceed the allowable building height.



## General Operation

The proposed Holiday Inn Express offers guests with amenities comparable in quality to those of the higher-end hotels. There will be a swimming pool, continental breakfast, an exercise room, a bar lounge, and a meeting room. The applicant has indicated that there will be no live entertainment at the hotel facility. Private events such as birthday, anniversary, may occur in the multipurpose and meeting rooms. Staff does not have a concern regarding private events inside the hotel facility. However, the Community Development Director, at his discretion, may require the owner/operator to obtain approval of Temporary Use Permits prior to conducting the events.

According to the applicant, the bar area on the ground floor will not be open to the general public. It will be restricted to hotel guests only. The applicant has indicated that they will return and apply for an alcohol license with the State of California Department of Alcohol Beverage Control (ABC).

## Architectural Design

The proposed hotel will be built from corporate architectural prototypes with a mix of suites and standard rooms. The building design includes linear elements, and horizontal and vertical features, pop-outs, all helping to create a linear inspired design common in Modern architecture. The building façades will include varying wall planes, heights, and rooflines, as well as contrasting colors and materials.

The building will incorporate some of the following colors and materials:

- Combination of Stone Age, Shasta, Bronzed Orange, Omega exterior stucco.
- Gray metal flashing (top of building)
- Standing seam metal roof
- Metal reveal panels
- Aluminum framed windows
- LED hidden light (under the building's parapet)
- Package Terminal Air Conditioning (PTAC) grille flush



Front Elevation (Facing Norwalk Blvd)



The building's primary finish is a combination of light gray, Shasta and Bronzed Orange plaster finish, with a dark brown (Stone Age) plaster finish along the first floor and at various recess areas of the upper floors. The front elevation includes additional architectural features, such as the dark metal roof cladding, centrally located along the upper edge of the building. A decorative porte-cochere located above the main entry serves both as pedestrian protection during inclement weather and utilized as patrons' drop off and pick up area.

The top portion (parapet) of the building will be comprised of decorative metal flashing with LED hidden light underneath. Backlit light fixtures will be used along the east (rear) and west (front) sides of the building façades. All elevations will include varying building heights and wall planes, decorative metal flashing separating the multi-colored, scored plaster finish.



Side Elevation (Facing 2226<sup>th</sup> Street)



Rear Elevation (Facing Residential Properties)



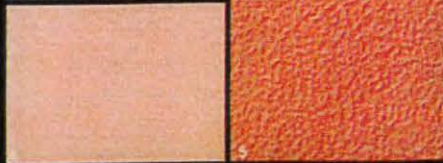


Smooth Trowell Finish  
Omega Stucco

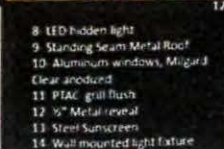
- 1 9925 Chinchilla
- 2 9228 Stone Age
- 3 9238 Shasta
- 4 427 Spiced Cognac



- 5 9231 Bronzed Orange (Venetian Style)
- 6 2" foam with Omega Stucco finish 9228 Stone Age



Paint Sherwin-Williams  
7 Metal Flashing SW7075 Web Gray



- 8 LED hidden light
- 9 Standing Seam Metal Roof
- 10 Aluminum windows, Migard Clear anodized
- 11 PTAC grill flush
- 12 1/2" Metal reveal
- 13 Steel Sunscreen
- 14 Wall mounted light fixture



Conceptual Landscaping

Section 18.70.020 of the Hawaiian Gardens Municipal Code requires that at least 10% of the site be landscaped. Based on the 55,107 square feet of area, a minimum of 5,510 square feet of landscaping must be provided. The applicant is providing 6,641 square feet of landscaping area, which would be located along the northerly side of the building, within the parking area, and along the southerly and easterly property lines. The proposed landscape palette includes three types of trees (Queen Palm, Desert Museum Palo Verde and Australian Willow), a variety of shrubs, and groundcover, all of which are considered drought tolerant plants. The landscape plan is designed to meet the State of California's most stringent water efficiency guidelines or AB 1881, the State Model Water Efficient Landscape Ordinance. It is important to note that the Planning Commission only consider the concept of the landscaping plan. However, as a condition of approval and prior to final of building permits, staff will review the landscaping plan during plan check review process and will determine the landscaping's condition at the time (appropriate size and type of trees or adequate space between shrubs and groundcovers). The Community Development Director, at his discretion, may require plants to be replaced or add new landscaping materials.

The proposed landscape palette is as follows:

Name	Size	Number
<b>Tree</b>		
Cocos Plumosa (Queen Palm)	16' Brown Trunk Height	9
Cercidium (Desert Museum Palo Verde)	24" box	4
Geijera Parviflora (Australian Willow)	24" box	4
<b>Shrubs</b>		
Westringia Fruticosa (Morning Light Westringia)	5-gal	137
Westringia Fruticosa (Blue Gym Westringia)	5-gal	27
Dianella Caerulea (Cassa Blue Flax Lily)	1-gal	37
Leucophyllum Frutescens (Green Cloud Texas Sage)	1-gal	29
Hesperaloe Parviflora (Red Yucca)	5-gal	45
Anigozanthos (Amber Velvet Kangaroo Paw)	5-gal	31
Ligustrum Japonicum (Texas Privet)	5-gal	35
<b>Ground Cover/ Vines</b>		
Districts Buccinatoria (Blood-Red Trumbet Vine)	5-gal	1
Forest Blend Wood Mulch	3" max	Min. 8 cubic yards

**Findings (Conditional Use Permit)**

Pursuant to HGMC Section 18.100.090D, there are three (3) findings that must be adopted prior to the Planning Commission approving the Conditional Use Permit. Followed is a discussion of the findings:



**1. The proposed use is consistent with the General Plan.**

The General Plan Land Use Element-Land Use Map designates the subject property as "General Commercial". The Land Use element defines the "General Commercial" designation as an area intended to accommodate commercial developments, including professional offices, retail businesses, restaurants, and personal services. The proposed development is a use that is allowed in C-4 (General Commercial) subject to the approval of a conditional use permit and thus is consistent with the Hawaiian Garden's General Plan.

The General Plan of the City of Hawaiian Gardens poses certain objectives and policies, which reflect the expectations and wishes of the City with respect to land uses and infrastructure. Specifically, the project is consistent with the following:

Land Use Element- Policy 1.1- *Accommodate new development in accordance with the Land Use Map.*

The General Plan Land Use Map designates the subject site as General Commercial. The proposed development is a hotel facility in nature and permitted with approval of a conditional use permit.

Land Use Element-Policy 1.11- *Require all new development to incorporate adequate on-site landscaping; and*

The proposed project provides adequate on-site landscaping (6,641 square feet) including the planting of a variety of trees, shrubs and groundcovers; thus the project provides adequate on-site landscaping.

Land Use Element-Policy 4.2- *Encourage development of vacant and underutilized commercial parcels; and*

The project will be constructed on a site that has been vacant for many years. The new development will be compatible with surrounding uses.

Economic Development- Policies 1.4 – *Revitalize underutilized commercial areas in the Norwalk Boulevard commercial corridor, south of Carson Street.*

The proposed hotel development will provide for a new development along Norwalk Boulevard providing overnight lodging services to visitors of the City as related to the City's existing businesses and residents. The project will add excitement and upgrade of the commercial corridor.

It is staff's opinion that additional upscale lodging opportunities in the area is a benefit and encourage people to visit City of Hawaiian Gardens. Operational and construction specific conditions have been added to mitigate any potential adverse impacts on the public convenience or general welfare of persons residing or working in the surrounding neighborhoods.

**2. The nature, condition, and the development of adjacent uses, buildings, and structures have been considered, and that the proposed conditional use will not adversely affect or be materially detrimental to adjacent uses, or structures, and will be compatible with the character of the surrounding area.**



The proposed hotel will include conditions of approval that will eliminate any negative impacts on surrounding properties. The hotel development will include a six-foot high masonry block wall along the rear property line of the site to reduce any possible noise impacts the project may have on the residential neighborhood located along the rear property line and along Brittain Street and 226<sup>th</sup> Street.

The hotel complies with the development standards required by the zoning code, and specifically with the design guidelines, which are meant to limit any adverse effects on adjoining land uses, and to promote growth or development of adjoining land uses by serving as a development catalyst for the area.

3. **The proposed site is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and other land use development features in this Zoning Code and required by the Planning Commission or City Council in order to integrate the use with existing and planned uses within the City.**

The subject site is adequate in size and shape to allow full development of the proposed hotel facility. The proposed variances regarding the height and reduced parking requirement will allow full development while simultaneously developing a vacant site, which presently includes unsightly, overgrown vegetation, and a number of dirt and debris mounds on the site.

**Variance – Parking**

As stated above, the applicant is also requesting a reduction in the parking requirement for the project. Under this proposal, the applicant is providing a total of 64 parking stalls. The parking stalls, four of which are ADA compliant, are mostly located on the west side, fronting Norwalk Boulevard; six parking stalls are located on the east side (rear) of the building.

Section 18.70.010 (Parking) of the Hawaiian Gardens Municipal Code provides that one (1) parking space is required for every hotel unit, one (1) parking space for every employee, plus two (2) parking spaces for the managers. Below is a breakdown of the parking requirements for the proposed 42,164 sq. ft. hotel facility:

Hotel Room:	71 spaces
Employee:	3 spaces
Manager:	2 spaces

Based on the above parking calculation, the project requires 76 on-site parking spaces. However, the applicant can only provide 64 standard spaces (including four disabled spaces) due to limitations in the size of the project site. Accordingly, the applicant is requesting the Commission’s approval of a Variance to reduce the amount of parking stalls required for the proposed project.



The above parking formula only applies for hotels/motels as a primary use. However, not every guest will drive to the hotel. Guests could be using public transportations (bus shuttle, Uber, taxi) during their temporary stay.

As mentioned before, development of the site is a challenge due to the size of the lot. In order to construct an economically feasible building with 71-room hotel and to meet and exceed other development standards, a variance is needed to facilitate the project. It is staff's opinion that the number of parking stalls (76) provided will meet the parking demands most of the times and on-street parking is available to accommodate occasional parking overflow.

### **Findings (Variance – Parking)**

Pursuant to HGMC Section 18.100.100E, there are five (5) findings that must be adopted prior to the Planning Commission approving the Variance. A discussion of the findings follows:

- 1. The variance is consistent with the Hawaiian Gardens General Plan and other applicable City policies and regulations and there would be no adverse impacts on the environment.**

Allowing the variance would be consistent with the Hawaiian Gardens General Plan and Zoning Ordinance. In particular, the variance would allow the project to proceed and operate with 64 parking spaces, consistent with the following General Plan Goals and Policies:

Land Use Element- Policy 4.2- *Encourage development of vacant and underutilized commercial parcels.*

The variance will provide the applicant an opportunity to construct an economically feasible building on a site that has been vacant for many years. The project will improve the site and enhance the neighborhood. The provided parking stalls will still meet the parking demands most of the times and on-street parking is available to accommodate occasional parking overflow

Land Use Element- Policy 4.4- *Encourage the development of high quality commercial projects.*

Approving the variance will allow the applicant to construct an aesthetically pleasing development with a prototype architectural style that includes high-end building materials. The project will add excitement and upgrade the commercial corridor (Norwalk Boulevard), as well as landscaping and public right-of-way improvements.

Economic Development- Policies 1.4 – *Revitalize underutilized commercial areas in the Norwalk Boulevard commercial corridor, south of Carson Street.*

The proposed hotel development will provide for a new development along Norwalk Boulevard providing overnight lodging services to visitors of the City as related to the City's existing businesses and residents. The variance will provide



for parking relief to the requirement, allowing the project to add excitement and upgrade of the commercial corridor.

- 2. There are exceptional or extraordinary circumstances or conditions applicable to the subject property which do not apply generally to other properties in the same zone in which the project is located.**

The subject property is conducive to the proposed development, as it meets or exceeds all applicable development standards in the C-4 zone, except for those standards for which the applicant has requested variance. The compact footprint of the site has created a hardship condition which prevents the project from providing sufficient parking spaces on site. It is staff's opinion, based on substantial evidence, that the number of parking stalls provided will meet the parking demands most of the times and on-street parking is available to accommodate occasional parking overflow.

- 3. The granting of the Variance will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same zone with similar constraints.**

The variance is needed to reduce the required parking from 76 to 64 spaces. Approving the variance will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same zone. As mentioned previously, on-street parking is available to accommodate occasional parking overflow.

- 4. The Variance is made on the basis of a hardship condition and not as a matter of convenience or cost.**

The compact footprint of the site has created a hardship condition which prevents the applicant from constructing an economically feasible hotel building that provides all the required parking stalls by code.

- 5. The granting of the Variance will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity.**

The project will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity since the new development will be a major improvement to the subject site; indeed, the proposed project would benefit the City as a whole by replacing a vacant site, and increasing the City's economic vitality. As part of the environmental analysis for the Mitigated Negative Declaration (MND) impact review, Dudek, a professional environmental consultant, has conducted the air and gas emission study, and noise study for the project to ensure the project poses no impacts to the public health, safety, welfare. The MND was completed and it was posted for a public 30-day review period. The report has concluded that any potential environmental impacts from the project will be mitigated to a level of less than significant.



## Variance – Building Height

The maximum building height in the C-4 zone is 45-feet. Development of a large scale hotel facility is a challenge due to size of the lot (55,107 sq. ft.). To develop the proposed hotel facility, the applicant is requesting a deviation from the Code to construct the four-story, 53-foot tall building. The actual height of the building would be 41' measuring from grade level to the roof deck and 47' to the top of parapet. The highest point of the building is the 53-foot tall tower situated right above the main entry.

Staff is supportive of the request because the project will facilitate quality architectural design and improve a site that has been vacant for many years. It is staff's opinion that allowing the request will not set a precedent because similar requests were granted to the La Quinta Inn development in 2006 and Extra Space self-storage in 2019.

## **Findings (Variance – Building Height)**

Pursuant to Government Code section 65906 and HGMC Section 18.100.100E, collectively, there are five (5) findings that must be adopted prior to the Planning Commission approving the Variance. A discussion of the findings follows:

- 1. The variance is consistent with the Hawaiian Gardens General Plan and other applicable City policies and regulations and that there would be no adverse impacts on the environment.**

The subject site has General Plan Land Use designation of General Commercial. It is the intent of the General Commercial to support and serve residents with areas for commerce and industry, goods and services, etc. Also, allowing the variance would be consistent with the Hawaiian Gardens General Plan Goals and Policies. Granting the height variance to allow the small increase of the building parapet and architectural element to exceed the height limit will help facilitate the project and hence the following General Plan and Policies:

*Land Use Element- Policies 1.1 and 4.2 - Accommodate new development in accordance with the Land Use Map” and “Encourage development of vacant and underutilized commercial parcels.*

The proposed project will create a new commercial development and will be an enhancement to a lot that has been vacant many years. The increased height will facilitate quality architectural design of the building as well as to allow for a front tower element and the elevator service, a requirement for any modern and upscale hotel facility.

*Economic Development- Policies 1.4 – Revitalize underutilized commercial areas in the Norwalk Boulevard commercial corridor, south of Carson Street.*

The proposed hotel development will provide for a new development along Norwalk Boulevard providing overnight lodging services to visitors of the City as related to the City's existing businesses and residents. The variance will provide for architectural relief of the building, adding excitement and upgrading of the commercial corridor.



2. **There are exceptional or extraordinary circumstances or conditions applicable to the subject property which do not apply generally to other properties in the same zone in which the project is located.**

The subject property is conducive to the proposed development, as it meets or exceeds the applicable development standards in the C-4 zone. Due to the shallowness of the lot and the desire to maximize the development, the building envelop becomes shallow, pushing the structure to exceed the 45-foot in height with the decorative parapet. Four-story is consistent with the 45-foot height limit. However, the building's tower element and the parapets exceed the height limit by eight (8) feet to accommodate a needed architectural element and elevator service.

3. **The granting of the Variance will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same zone with similar constraints.**

The variance is needed to permit the construction of an economically viable hotel. Approving the variance will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same zone. By granting a minor increase of height for the front tower element and the parapet wall on top of the building, the architectural design and scale are appropriate for a project of this type; and therefore, is not granting a special privilege.

4. **The Variance is made on the basis of a hardship condition and not as a matter of convenience or cost.**

Granting the variance for the additional height that includes the extension of the parapet wall and the front tower element (for architectural and mechanical equipment screening purposes) would be an additional expense for the applicant in order to construct an economically feasible building, and thus not a matter of convenience or cost.

5. **The granting of the Variance will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity.**

The project will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity since the new development will be a major improvement to the subject site; indeed, the proposed project would benefit the City as a whole by replacing a vacant site, and increasing the City's economic vitality. As part of the environmental analysis for the Mitigated Negative Declaration (MND) impact review, Dudek, a professional environmental consultant, has conducted the air and gas emission study, and noise study for the project to ensure the project poses no impacts to the public health, safety, welfare. The MND was completed and it was posted for a public 30-day review period. The report has concluded that any potential environmental impacts from the project will be mitigated to a level of less than significant.



## Development Agreement

It has been determined by the City Attorney's Office of the City of Hawaiian Gardens that the Development Agreement (DA) is needed for the hotel project. The Development Agreement will authorize the City to enter into a binding agreement with the developers and operators of the Holiday Inn Express & Suites. The purpose is to strengthen the development process and to allow the City's ability to obtain public benefits beyond those achievable through existing City's ordinances and regulations.

Attached to the staff report is the draft DA which has been prepared by the City Attorney's Office. Each development agreement is now negotiated on a case-by-case basis by the developer/operator and the City Attorney's Office prior to the City Council approval of the DA.

## Environmental Review

In accordance with the provisions of the California Environmental Quality Act (CEQA), an Initial Study for Environmental Impacts was prepared for the proposed project. To complete the environmental analysis, the City of Hawaiian Gardens contracted with Dudek, an environmental and engineering firm. Dudek was selected because they have 40 years of experience in preparing environmental documents. This includes working with in-fill projects, such as the project site. During this analysis, potential impacts from air quality, traffic, noise, and geology among others were reviewed. Upon completion of the initial study, it was found that the project could have a less than-significant impact on cultural resources, noise, and soils, unless these impacts are mitigated.

A copy of the Mitigated Negative Declaration (MND) is attached to this report. There is a 30-day public comment period on the proposed MND, which started on March 6, 2020 and ended on April 6, 2020.

As part of the CEQA analysis and in order to comply with the Native American Historic Resource Protection Act (AB 52), staff contacted all groups listed in the California Native American Heritage Commission (NAHC) and provided notification of the proposed project to groups that are traditionally or culturally affiliated with the geographic area of the project. Within 30 days of notification, Mr. Andrew Salas – Chairman, Band of Mission Indians–Kizh Nation responded and requested for consultation. City staff has been in constant communication with the Band of Mission Indians -Kizh Nation regarding the project. At the end of the consultation process, the City of Hawaiian Gardens agreed to provide certain mitigation measures for the project. Accordingly, the following mitigation measures are proposed:

### Cultural Resources

The site was previously graded and consists of disturbed soils and grasses; however, the cultural resource study could not rule out the potential for finding archaeological resources during grading operations on the site. Previous on-site development activities affected the entirety of the project site, and as such, it follows that any archaeological resources that may have once been located on the project site could have been previously disturbed. Accordingly, the following mitigation measures are proposed:

**MM-CUL-1** In consultation with the Gabrieleno Band of Mission Indians-Kizh Nation Tribal Government, the project applicant shall compensate via a Native American Monitoring Service Agreement for the services of a Tribal monitor who is both approved by Gabrieleno Band of Mission Indians-Kizh Nation Tribal Government and is listed under the NAHC's Tribal Contact list for the project area. The Tribal monitor shall only be present on the project site during the construction phases involving ground disturbance, which may include but are not limited to pavement removal, potholing or auguring, grubbing, tree removals, boring, grading, excavation, drilling, and trenching.

The Tribal monitor shall complete daily monitoring logs that provide descriptions of the day's activities, including construction activities, locations, soil, and any cultural materials identified. The on-site Tribal monitoring shall end when ground disturbing activities are completed, or when the Tribal monitor has indicated that the project site has a low potential for impacting archaeological and Tribal resources.

**MM-CUL-2** If any archaeological or Tribal resources are discovered during ground disturbing activities, construction activity shall cease in the immediate vicinity of the find until the find can be assessed. All archaeological resources unearthed by construction activities shall be evaluated by the Tribal monitor and a qualified archaeologist meeting the Secretary of the Interior's Professional Qualification Standards. If the find is Native American in origin, the Gabrieleno Band of Mission Indians-Kizh Nation shall coordinate with the landowner regarding treatment and curation. Costs associated with treatment and curation shall be burdened by the project applicant/developer, unless otherwise specified by the Tribe.

Construction activities may continue on other parts of the project site while evaluation and, if necessary, mitigation, occurs. If the find is determined to constitute a historic resource or unique archaeological resource, time allotment and funding sufficient to allow for implementation of avoidance measures shall be made available. A treatment plan shall be prepared by the applicant/developer's qualified consultant under the guidance of the Gabrieleno Band of Mission Indians-Kizh Nation for the resource(s) in accordance with CEQA Guidelines Section 15064.5(f) and/or Public Resources Code Sections 21083.2(b).

Preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation or archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the material. If no institution accepts the archaeological material, the material shall be offered to a local school or historical society.

**MM-CUL-3** In addition to the requirements established in California Health and Safety Code Section 7050.5 and California Public Resources Code Section 5097.98, if human remains or funerary objects are uncovered during ground-disturbing activities, the Tribal monitor shall immediately divert work to a minimum of 150 feet from the discovery and place an exclusion zone around the burial. The Tribal monitor shall then notify the Gabrieleno Band of Mission Indians-Kizh Nation, a qualified archaeologist, and the construction manager who will call the



County Coroner. Construction activities shall continue to be diverted while the Coroner determines whether the remains are Native American. The discovery shall be confidential and secure to further disturbance. If the discovery is determined to be Native American, the Coroner shall notify the Native American Heritage Commission (NAHC) as mandated by state law, who shall then appoint a Most Likely Descendent (MLD).

If the Gabrieleno Band of Mission Indians-Kizh Nation is designated as the MLD, treatment measures in accordance with Tribal practices and customs shall be implemented. Treatment measures may include the landowner arranging for a designated on-site location for the respectful reburial of the human remains and/or ceremonial objects. If the discovered human remains cannot be fully documented and recovered on the same day, the remains shall be covered with muslin cloth and a steel plate that can only be moved by heavy equipment. If a steel plate is not available, a guard shall be posted on-site during all non-working hours.

Each occurrence of human remains and associated funerary objects shall be stored using opaque cloth bags. All human remains, funerary objects, sacred objects, and objects of cultural patrimony shall be removed to a secure container on-site. These items shall be retained and reburied within six months of recovery. The site of reburial/repatriation shall be on the project site but at an on-site location agreed upon between the Gabrieleno Band of Mission Indians-Kizh Nation and landowner between in an area that shall be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered.

If it is determined by the Gabrieleno Band of Mission Indians-Kizh Nation the burial must be removed from the Project site, the Tribe shall work with the qualified archaeologist to ensure that the excavation is treated carefully, ethically, and respectfully. If data recovery is approved by the Tribe, documentation shall be taken that includes, at a minimum, detailed descriptive notes and sketches. Additional types of documentation may be approved by the Tribe for data recovery purposes. Cremations shall either be removed in bulk or by other means, as necessary, to ensure complete recovery of all material. If discovery of human remains includes four or more burials, the location shall be considered a cemetery and a separate treatment plan shall be prepared. Once complete, a final report of all activities shall be submitted to the Tribe and NAHC. The Tribe shall not authorize scientific study or use of invasive diagnostics on human remains.

### Soils

The primary concern is the impact generating from grading and construction activities. These activities would disturb paleontological resources within the project site. If excavations are anticipated to occur at depths below the original surface, staff feels that incorporating an additional mitigation measure would be prudent.

**MM-GEO-1** If excavations reach depths below human-transported fill materials, a qualified paleontologist meeting the Society of Vertebrate Paleontologists (SVP) (2010) standards should be retained to determine when and where paleontological monitoring is warranted. The qualified paleontologist or a qualified paleontological monitor meeting the SVP (2010) standards under the direction of the qualified

paleontologist shall conduct the paleontological monitoring. If the sediments are determined by the qualified paleontologist to be too young or too coarse-grained to likely preserve paleontological resources, the qualified paleontologist can reduce or terminate monitoring per the SVP (2010) guidelines and based on the excavations remaining for the project.

### Noise

Noise impacts were identified during the construction phase of the project, as a result of the operation of the loading space, and traffic generate along adjacent roadways. As a result, the following mitigation measures are proposed:

**MM-NOI-1** The following guidelines shall be implemented to reduce noise impacts to sensitive receivers during construction of the project:

- Noise-generating construction activities (which may include preparation for construction work) shall be not occur on weekdays and Saturdays between 7:00 p.m. and 7:00 a.m. and shall not occur on Sundays or on federal holidays.
- All construction equipment powered by internal combustion engines shall be properly muffled and maintained. No internal combustion engine shall be operated on the site without a muffler. All diesel equipment shall be operated with closed engine doors and shall be equipped with factory recommended mufflers. Unnecessary idling of internal combustion engines shall be prohibited.
- Prior to the commencement of construction, a temporary construction noise barrier shall be erected along the project site's entire eastern boundary. The barrier shall be seven to eight feet in height, have a surface density of at least four pounds per square foot<sup>3</sup>, and be free of openings, gaps and cracks (with the exception of expansion joints), including at the base of the barrier.
- Air compressors and generators used for construction shall be surrounded by temporary acoustical shelters. Whenever feasible, electrical power shall be used to run air compressors and similar power tools.
- Stationary equipment shall be placed so as to maintain the greatest possible distance to the sensitive use structures.
- All equipment servicing shall be performed so as to maintain the greatest possible distance to the sensitive use structures.
- Construction hours, allowable workdays, and the phone number of the job superintendent shall be clearly posted at all construction entrances to allow surrounding property owners to contact the job superintendent if necessary. In the event the City receives a complaint, appropriate corrective actions shall be implemented, and a report of the action provided to the reporting party.

**MM-NOI-2** Because HVAC equipment and other mechanical equipment can generate noise that could affect surrounding sensitive receptors and because the details, specifications, and locations of this equipment is not yet known, the project applicant shall retain an acoustical specialist to review project construction-level plans to ensure that the equipment specifications and plans for HVAC and other outdoor mechanical equipment incorporate measures, such as the specification of



quieter equipment or provision of acoustical enclosures, will comply with relevant noise standards at nearby noise-sensitive land uses (e.g., residential). Prior to the commencement of construction, the acoustical specialist shall certify in writing to the City that the equipment specifications and plans incorporate measures that will achieve the relevant noise limits.

**MM-NOI-3** Prior to certificate of occupancy, signs shall be posted at the planned pool and patio areas prohibiting noisy activities between the hours of 10:00 p.m. and 7:00 a.m.

### Traffic and Transportation

According to the traffic study prepared for the project, the five intersections adjacent or within proximity to the project site were considered. The study focused on the intersections of Norwalk Boulevard and 226<sup>th</sup> Street, Norwalk Boulevard and Britain Street, Norwalk Boulevard and 223<sup>rd</sup> Street, Norwalk Boulevard and 221<sup>st</sup> Street, and Norwalk Boulevard and Carson Street. The scope of the study includes a review of the existing traffic and roadway conditions, forecast of project traffic, an assessment of traffic impacts due to the project, and a recommendation of mitigation measures if necessary.

The results indicated that all five study intersections are expected to continue operating at a Level of Service (LOS) of D or better during the AM and PM peak hours under future cumulative traffic conditions with the project. The project's traffic contribution in terms of volume-to-capacity ratio will be deemed insignificant. In summary the proposed project poses no traffic impacts to the existing street system and no mitigation measures are required. It should be noted that the City Engineer (Willdan) has reviewed the traffic report and has concluded with its findings of no impacts related to traffic as a result of the proposed project.

### **PUBLIC INPUT**

As of the date that this report was printed, staff has not received any correspondence regarding this matter.

### **CONCLUSION**

Based on the analysis contained within this report, staff is concluding that the proposed hotel project is consistent with the goals and intent of the General Plan and Zoning Code. As such, staff is recommending the followings:

1. Staff recommends that the Planning Commission adopt Resolution Number 2020-012, approving Case Number PLNG2019-0033 (CUP) for the development of a 71-room Holiday Inn Express & Suites project and recommending the City Council adopt the associated Mitigated Negative Declaration for the project.
2. Staff recommends that the Planning Commission adopt Resolution Number 2020-013, approving Case Number PLNG2019-0034 (VAR) to reduce the required parking for a new hotel facility and recommending the City Council adopt the associated Mitigated Negative Declaration for the project.

3. Staff recommends that the Planning Commission adopt Resolution Number 2020-014, approving Case Number PLNG2019-0035 (VAR) to allow the hotel to exceed the maximum allowable building height and recommending the City Council adopt the associated Mitigated Negative Declaration for the project.
4. Staff recommends that the Planning Commission adopt Resolution Number 2020-015, approving Case Number PLNG2020-0024 (Development Agreement) and recommending the City Council adopt the associated Mitigated Negative Declaration for the project.

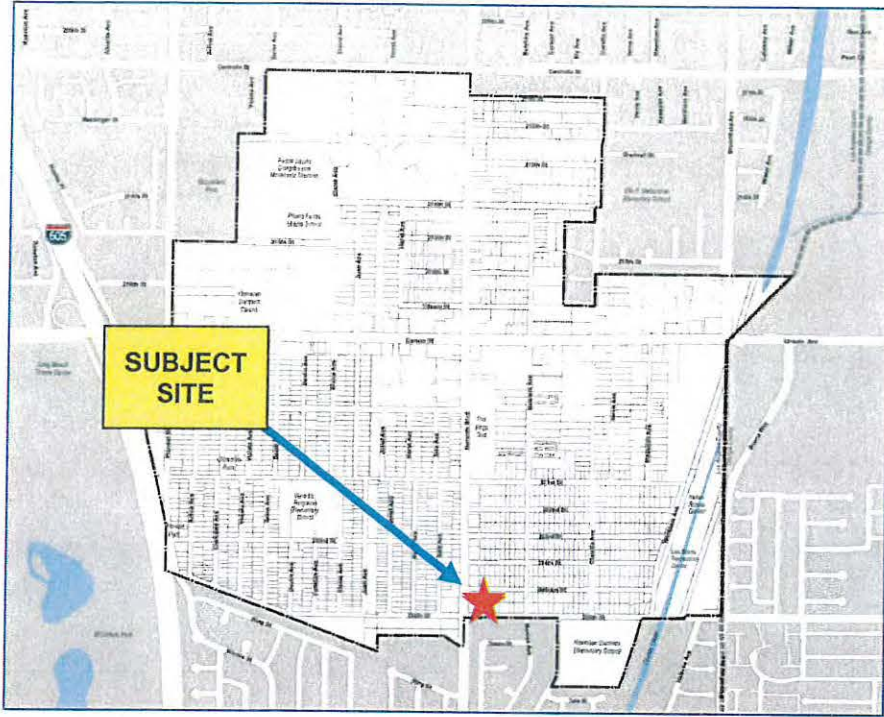
## EXHIBITS

1. Vicinity Map and Aerial Photograph
2. Resolution No. 2020-012 (PLNG2019-0033-CUP)
3. Resolution No. 2020-013 (PLNG2019-0034-VAR – Height)
4. Resolution No. 2020-014 (PLNG2019-0035-VAR – Parking)
5. Resolution No. 2020-015 (PLNG2020-0024-DA)
6. Attachment “A” – Conditions of Approval
7. Attachment “B” – Standard List of Conditions
8. Attachment “C” – Mitigation Monitoring and Reporting Program
- 9.\* Attachment “D” – Initial Study/Mitigated Negative Declaration (IS/MND)
10. Attachment “E” – Development Agreement
11. Project Design Package:  
-Site plan, elevations, and floor plans

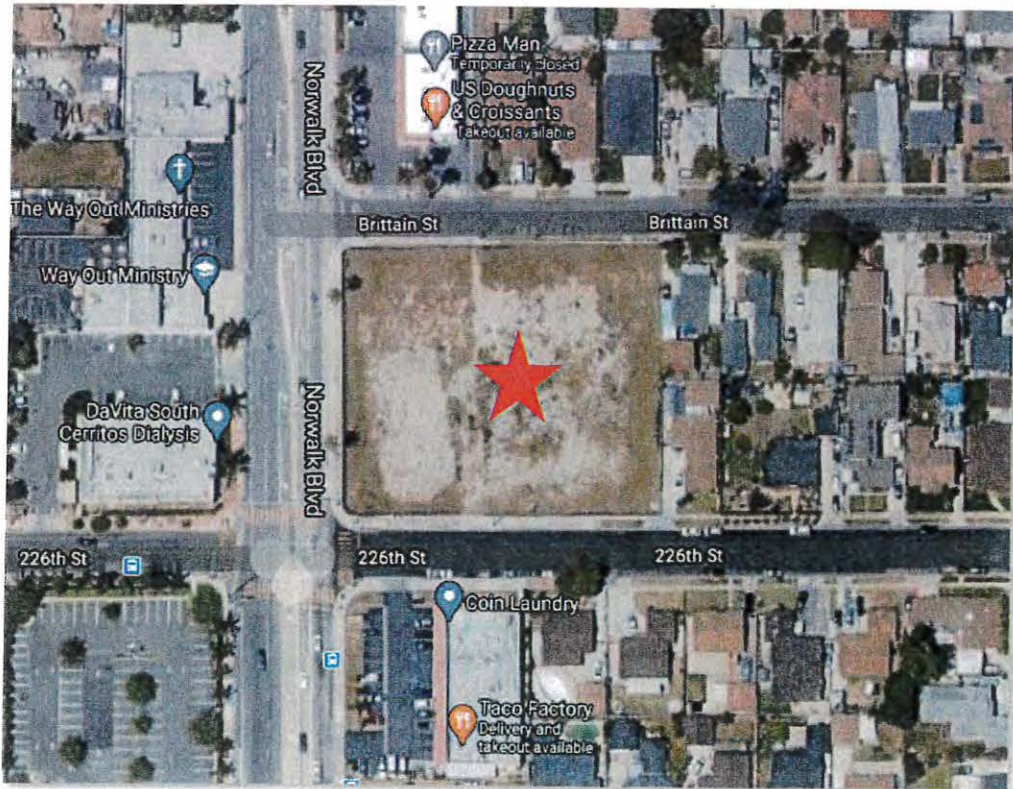
\* Attachment “D” also includes other technical studies for the IS/MND. They will be available upon request and also available on City’s website



EXHIBIT - 1



Vicinity Map



Aerial Photograph



**RESOLUTION NO. 2020-012**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECOMMENDING APPROVAL OF A CONDITIONAL USE PERMIT (CASE NO. PLNG2019-0033), ALLOWING THE CONSTRUCTION AND OPERATION OF A NEW 71-ROOM HOLIDAY INN EXPRESS & SUITES AND RECOMMENDING THAT THE CITY COUNCIL ADOPT THE ASSOCIATED MITIGATED NEGATIVE DECLARATION (MND) FOR THE HOTEL PROJECT LOCATED AT 22434 NORWALK BOULEVARD, CITY OF HAWAIIAN GARDENS**

**WHEREAS**, Mr. Firas Jamal, a representative for the property owner, has submitted an application for a conditional use permit to allow the development of a 71-room Holiday Inn Express & Suites (Project) on property located at 22434 Norwalk Boulevard (Property), in Hawaiian Gardens, CA; and,

**WHEREAS**, the Property is currently located within the C-4 (General Commercial) zoning district and is designated as General Commercial on the City of Hawaiian Gardens Land Use Map of the City's General Plan; and,

**WHEREAS**, Variances for the Project are concurrently being processed (Case No PLNG2019-0034 and Case No. PLNG2019-0035) to reduce the required parking from 76 to 64 spaces and to allow the proposed hotel to exceed the 45-foot maximum allowable building height for development located within the C-4 zoning district; and,

**WHEREAS**, a Development Agreement associated with the hotel project is concurrently being processed (Case No PLNG2020-0024) to authorize the City to enter into binding development agreements with persons that develop and operate the Holiday Inn Express & Suites; and,

**WHEREAS**, in accordance with the requirements of the California Environmental Quality Act, a notice of the intent to adopt the Mitigated Negative Declaration was posted at the Los Angeles County Recorder's Office on March 6, 2020; and,

**WHEREAS**, on April 10, 2020, an advertisement was published in the Los Cerritos Community News; and notices were placed at the City Hall, Lee Ware Park, and Lakewood Mobile Home Park; and notices were mailed to property owners within 300 feet of the subject property specifying the date, time and location of the public hearing; and,

**WHEREAS**, Section 18.100.090 (D) of the Hawaiian Gardens Municipal Code authorizes the Planning Commission to hear and consider application for a conditional use permit; and,

**WHEREAS**, the Planning Commission held a duly noticed public hearing on April 22, 2020, and fully considered all oral and written testimony, facts, and opinions offered at the aforesaid public hearing.



**NOW, THEREFORE, BE IT RESOLVED** by the Planning Commission of the City of Hawaiian Gardens as follows:

**SECTION 1.** The Planning Commission of the City of Hawaiian Gardens HEREBY FINDS AND DETERMINES that an Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared to conform to the requirements of the California Environmental Quality Act (CEQA), the CEQA Guidelines and the regulations of the City of Hawaiian Gardens. The purpose of this IS/MND is, among other things, to provide objective information regarding the environmental consequences of the proposed project to the decision makers and the public and to identify measures to substantially lessen or avoid significant adverse environmental effects of the project. As such, the IS/MND was circulated for public review from March 6, 2020 to April 6, 2020. Also in conformance with CEQA, the City has prepared a Mitigation Monitoring and Reporting Program for reporting or monitoring on the measures the City hereby has either required or made a condition of approval to the project to mitigate or avoid significant environmental effects, which is adopted together with the IS/MND, and is attached as Exhibit "C".

**SECTION 2.** The Planning Commission of the City of Hawaiian Gardens HEREBY FINDS AND DETERMINES that Case Number PLNG2019-0033-CUP DOES satisfy the criteria of Section 18.100.090(D) of the City of Hawaiian Gardens Municipal Code in that:

**1. The proposed use is consistent with the General Plan.**

The General Plan Land Use Element-Land Use Map designates the subject property as "General Commercial". The Land Use element defines the "General Commercial" designation as an area intended to accommodate commercial developments, including professional offices, retail businesses, restaurants, and personal services. The proposed development is a use that is allowed in C-4 (General Commercial) subject to the approval of a conditional use permit and thus is consistent with the Hawaiian Garden's General Plan.

The General Plan of the City of Hawaiian Gardens poses certain objectives and policies, which reflect the expectations and wishes of the City with respect to land uses and infrastructure. Specifically, the project is consistent with the following:

Land Use Element- Policy 1.1- *Accommodate new development in accordance with the Land Use Map.*

The General Plan Land Use Map designates the subject site as General Commercial. The proposed development is a hotel facility in nature and permitted with approval of a conditional use permit.

Land Use Element-Policy 1.11- *Require all new development to incorporate adequate on-site landscaping; and*

The proposed project provides adequate on-site landscaping (6,641 square feet) including the planting of a variety of trees, shrubs and groundcovers; thus the project provides adequate on-site landscaping.

Land Use Element-Policy 4.2- *Encourage development of vacant and underutilized commercial parcels; and*



The project will be constructed on a site that has been vacant for many years. The new development will be compatible with surrounding uses.

Economic Development- Policies 1.4 – Revitalize underutilized commercial areas in the Norwalk Boulevard commercial corridor, south of Carson Street.

The proposed hotel development will provide for a new development along Norwalk Boulevard providing overnight lodging services to visitors of the City as related to the City's existing businesses and residents. The project will add excitement and upgrade of the commercial corridor.

It is staff's opinion that additional upscale lodging opportunities in the area is a benefit and encourage people to visit City of Hawaiian Gardens. Operational and construction specific conditions have been added to mitigate any potential adverse impacts on the public convenience or general welfare of persons residing or working in the surrounding neighborhoods.

2. **The nature, condition, and the development of adjacent uses, buildings, and structures have been considered, and that the proposed conditional use will not adversely affect or be materially detrimental to adjacent uses, or structures, and will be compatible with the character of the surrounding area.**

The proposed hotel will include conditions of approval that will eliminate any negative impacts on surrounding properties. The hotel development will include a six-foot high masonry block wall along the rear property line of the site to reduce any possible noise impacts the project may have on the residential neighborhood located along the rear property line and along Brittain Street and 226<sup>th</sup> Street.

The hotel complies with the development standards required by the zoning code, and specifically with the design guidelines, which are meant to limit any adverse effects on adjoining land uses, and to promote growth or development of adjoining land uses by serving as a development catalyst for the area.

3. **The proposed site is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and other land use development features in this Zoning Code and required by the Planning Commission or City Council in order to integrate the use with existing and planned uses within the City.**

The subject site is adequate in size and shape to allow full development of the proposed hotel facility. The proposed variances regarding the height and reduced parking requirement will allow full development while simultaneously developing a vacant site, which presently includes unsightly, overgrown vegetation, and a number of dirt and debris mounds on the site.

**SECTION 3.** The Planning Commission of the City of Hawaiian Gardens HEREBY RECOMMENDS APPROVAL Case Number PLNG2019-0033 and recommends adoption of the Mitigated Negative Declaration to the City Council regarding the proposed development of a Holiday Inn Express & Suites, subject to Mitigation Monitoring and Reporting Program



(attached hereto as Attachment "C"), the conditions found in the Attachment "A"-Conditions of Approval and Attachment "B" -Standard List of Conditions.

**SECTION 4.** The Planning Commission Chairman of the City of Hawaiian Gardens is hereby authorized to affix his signature to this resolution signifying its adoption by the Planning Commission. The Planning Secretary is directed to attest thereto.

**PASSED, APPROVED, AND ADOPTED** by the Hawaiian Gardens Planning Commission on this 22<sup>nd</sup> day of April 2020.

ATTEST:

\_\_\_\_\_  
GRANT WINFORD  
CHAIRPERSON

\_\_\_\_\_  
BRENDA BECERRA  
PLANNING SECRETARY

I, Brenda Becerra, Planning Secretary to the City of Hawaiian Gardens Planning Commission, do hereby certify that Resolution No. 2020-012 was duly and regularly passed and adopted by the Planning Commission of the City of Hawaiian Gardens on the 22<sup>nd</sup> day of April 2020, by the following roll call vote as the same appears on file and of record in Office of the Community Development Department.

AYES:

NOES:

ABSENT:

ABSTAIN:

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BRENDA BECERRA  
PLANNING SECRETARY  
CITY OF HAWAIIAN GARDENS



**RESOLUTION NO. 2020-013**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECOMMENDING APPROVAL OF A VARIANCE (CASE NO. PLNG2019-0034), ALLOWING A REDUCTION OF THE REQUIRED ON-SITE PARKING FROM 76 TO 64 SPACES, FOR THE NEW HOLIDAY INN EXPRESS & SUITES AND RECOMMENDING THAT THE CITY COUNCIL ADOPT THE ASSOCIATED MITIGATED NEGATIVE DECLARATION (MND) FOR THE HOTEL PROJECT LOCATED AT 22434 NORWALK BOULEVARD, CITY OF HAWAIIAN GARDENS**

**WHEREAS**, Mr. Firas Jamal, a representative for the property owner, has submitted an application for a variance to reduce the required on-site parking for a proposed 71-room Holiday Inn Express & Suites (Project) on property located at 22434 Norwalk Boulevard (Property), in Hawaiian Gardens, CA; and,

**WHEREAS**, the Property is currently located within the C-4 (General Commercial) zoning district and is designated as General Commercial on the City of Hawaiian Gardens Land Use Map of the City's General Plan; and,

**WHEREAS**, a Conditional Use Permit for the Project is concurrently being processed (Case No PLNG2019-0033) for the development of a 71-room Holiday Inn Express & Suites; and,

**WHEREAS**, a Variance for the Project is concurrently being processed (Case No. PLNG2019-0035) to allow the proposed hotel to exceed the 45-foot maximum allowable building height for development located within the C-4 zoning district; and,

**WHEREAS**, a Development Agreement associated with the hotel project is concurrently being processed (Case No PLNG2020-0024) to authorize the City to enter into binding development agreements with persons that develop and operate the Holiday Inn Express & Suites; and,

**WHEREAS**, in accordance with the requirements of the California Environmental Quality Act, a notice of the intent to adopt the Mitigated Negative Declaration was posted at the Los Angeles County Recorder's Office on March 6, 2020; and,

**WHEREAS**, on April 10, 2020, an advertisement was published in the Los Cerritos Community News; and notices were placed at the City Hall, Lee Ware Park, and Lakewood Mobile Home Park; and notices were mailed to property owners within 300 feet of the subject property specifying the date, time and location of the public hearing; and,

**WHEREAS**, Section 18.100.100 (E) of the Hawaiian Gardens Municipal Code authorizes the Planning Commission to hear and consider application for a variance; and,

**WHEREAS**, the Planning Commission held a duly noticed public hearing on April 22, 2020, and fully considered all oral and written testimony, facts, and opinions offered at the aforesaid public hearing.

**NOW, THEREFORE, BE IT RESOLVED** by the Planning Commission of the City of Hawaiian Gardens as follows:

**SECTION 1.** The Planning Commission of the City of Hawaiian Gardens HEREBY FINDS AND DETERMINES that an Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared to conform to the requirements of the California Environmental Quality Act (CEQA), the CEQA Guidelines and the regulations of the City of Hawaiian Gardens. The purpose of this IS/MND is, among other things, to provide objective information regarding the environmental consequences of the proposed project to the decision makers and the public and to identify measures to substantially lessen or avoid significant adverse environmental effects of the project. As such, the IS/MND was circulated for public review from March 6, 2020 to April 6, 2020. Also in conformance with CEQA, the City has prepared a Mitigation Monitoring and Reporting Program for reporting or monitoring on the measures the City hereby has either required or made a condition of approval to the project to mitigate or avoid significant environmental effects, which is adopted together with the IS/MND, and is attached as Exhibit "C".

**SECTION 2.** The Planning Commission of the City of Hawaiian Gardens HEREBY FINDS AND DETERMINES that Case Number PLNG2019-0034-VAR DOES satisfy the criteria of Section 18.100.100(E) of the City of Hawaiian Gardens Municipal Code in that:

- 1. The variance is consistent with the Hawaiian Gardens General Plan and other applicable City policies and regulations and that there would be no adverse impacts on the environment.**

Allowing the variance would be consistent with the Hawaiian Gardens General Plan and Zoning Ordinance. In particular, the variance would allow the project to proceed and operate with 64 parking spaces, consistent with the following General Plan Goals and Policies:

Land Use Element- Policy 4.2- *Encourage development of vacant and underutilized commercial parcels.*

The variance will provide the applicant an opportunity to construct an economically feasible building on a site that has been vacant for many years. The project will improve the site and enhance the neighborhood. The provided parking stalls will still meet the parking demands most of the times and on-street parking is available to accommodate occasional parking overflow

Land Use Element- Policy 4.4- *Encourage the development of high-quality commercial projects.*

Approving the variance will allow the applicant to construct an aesthetically pleasing development with a prototype architectural style that includes high-end building materials. The project will add excitement and upgrade the commercial corridor (Norwalk Boulevard), as well as public right-of-way improvements.

Economic Development- Policies 1.4 – *Revitalize underutilized commercial areas in the Norwalk Boulevard commercial corridor, south of Carson Street.*

The proposed hotel development will provide for a new development along



Norwalk Boulevard providing overnight lodging services to visitors of the City as related to the City's existing businesses and residents. The variance will provide for parking relief to the requirement, allowing the project to add excitement and upgrade of the commercial corridor.

2. **There are exceptional or extraordinary circumstances or conditions applicable to the subject property which do not apply generally to other properties in the same zone in which the project is located.**

The subject property is conducive to the proposed development, as it meets or exceeds all applicable development standards in the C-4 zone, except for those standards for which the applicant has requested variance. The compact footprint of the site has created a hardship condition which prevents the project from providing sufficient parking spaces on site. It is staff's opinion, based on substantial evidence, that the number of parking stalls provided will meet the parking demands most of the times and on-street parking is available to accommodate occasional parking overflow.

3. **The granting of the Variance will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same zone with similar constraints.**

The variance is needed to reduce the required parking from 76 to 64 spaces. Approving the variance will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same zone. As mentioned previously, on-street parking is available to accommodate occasional parking overflow.

4. **The Variance is made on the basis of a hardship condition and not as a matter of convenience or cost.**

The compact footprint of the site has created a hardship condition which prevents the applicant from constructing an economically feasible hotel building that provides all the required parking stalls by code.

5. **The granting of the Variance will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity.**

The project will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity since the new development will be a major improvement to the subject site; indeed, the proposed project would benefit the City as a whole by replacing a vacant site, and increasing the City's economic vitality. As part of the environmental analysis for the Mitigated Negative Declaration (MND) impact review, Dudek, a professional environmental consultant, has conducted the air and gas emission study, and noise study for the project to ensure the project poses no impacts to the public health, safety, welfare. The MND was completed and it was posted for public 30-day review. The report has concluded that any potential environmental impacts from the project will be mitigated to a level of less than significant.

**SECTION 3.** The Planning Commission of the City of Hawaiian Gardens HEREBY RECOMMENDS APPROVAL Case Number PLNG2019-0034 and recommends adoption of the Mitigated Negative Declaration to the City Council regarding the reduction of the on-site parking for a new hotel facility, subject to Mitigation Monitoring and Reporting Program (attached hereto as Attachment "C"), the conditions found in the Attachment "A"-Conditions of Approval and Attachment "B" -Standard List of Conditions.

**SECTION 4.** The Planning Commission Chairman of the City of Hawaiian Gardens is hereby authorized to affix his signature to this resolution signifying its adoption by the Planning Commission. The Planning Secretary is directed to attest thereto.

**PASSED, APPROVED, AND ADOPTED** by the Hawaiian Gardens Planning Commission on this 22<sup>nd</sup> day of April 2020.

ATTEST:

\_\_\_\_\_  
GRANT WINFORD  
CHAIRPERSON

\_\_\_\_\_  
BRENDA BECERRA  
PLANNING SECRETARY



I, Brenda Becerra, Planning Secretary to the City of Hawaiian Gardens Planning Commission, do hereby certify that Resolution No. 2020-013 was duly and regularly passed and adopted by the Planning Commission of the City of Hawaiian Gardens on the 22<sup>nd</sup> day of April 2020, by the following roll call vote as the same appears on file and of record in Office of the Community Development Department.

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

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BRENDA BECERRA  
PLANNING SECRETARY  
CITY OF HAWAIIAN GARDENS

**RESOLUTION NO. 2020-014**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECOMMENDING APPROVAL OF A VARIANCE (CASE NO. PLNG2019-0035), ALLOWING A NEW HOLIDAY INN EXPRESS & SUITES TO EXCEED THE MAXIMUM ALLOWABLE BUILDING HEIGHT FROM 45 FEET TO 53 FEET AND RECOMMENDING THAT THE CITY COUNCIL ADOPT THE ASSOCIATED MITIGATED NEGATIVE DECLARATION (MND) FOR THE HOTEL PROJECT LOCATED AT 22434 NORWALK BOULEVARD, CITY OF HAWAIIAN GARDENS**

**WHEREAS**, Mr. Firas Jamal, a representative for the property owner, has submitted an application for a variance to allow a new hotel (Project) to exceed the maximum allowable building height for the Holiday Inn Express & Suites located at 22434 Norwalk Boulevard (Property), in Hawaiian Gardens, CA; and,

**WHEREAS**, the Property is currently located within the C-4 (General Commercial) zoning district and is designated as General Commercial on the City of Hawaiian Gardens Land Use Map of the City's General Plan; and,

**WHEREAS**, a Conditional Use Permit for the Project is concurrently being processed (Case No PLNG2019-0033) for the development of a 71-room Holiday Inn Express & Suites; and,

**WHEREAS**, a Variance for the project is concurrently being processed (Case No PLNG2019-0034) to reduce the required parking from 76 to 64 spaces, for a new Holiday Inn Express & Suites; and,

**WHEREAS**, a Development Agreement associated with the hotel project is concurrently being processed (Case No PLNG2020-0024) to authorize the City to enter into binding development agreements with persons that develop and operate the Holiday Inn Express & Suites; and,

**WHEREAS**, in accordance with the requirements of the California Environmental Quality Act, a notice of the intent to adopt the Mitigated Negative Declaration was posted at the Los Angeles County Recorder's Office on March 6, 2020; and,

**WHEREAS**, on April 10, 2020, an advertisement was published in the Los Cerritos Community News; and notices were placed at the City Hall, Lee Ware Park, and Lakewood Mobile Home Park; and notices were mailed to property owners within 300 feet of the subject property specifying the date, time and location of the public hearing; and,

**WHEREAS**, Section 18.100.100 (E) of the Hawaiian Gardens Municipal Code authorizes the Planning Commission to hear and consider application for a variance; and,



**WHEREAS**, the Planning Commission held a duly noticed public hearing on April 22, 2020, and fully considered all oral and written testimony, facts, and opinions offered at the aforesaid public hearing.

**NOW, THEREFORE, BE IT RESOLVED** by the Planning Commission of the City of Hawaiian Gardens as follows:

**SECTION 1.** The Planning Commission of the City of Hawaiian Gardens HEREBY FINDS AND DETERMINES that an Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared to conform to the requirements of the California Environmental Quality Act (CEQA), the CEQA Guidelines and the regulations of the City of Hawaiian Gardens. The purpose of this IS/MND is, among other things, to provide objective information regarding the environmental consequences of the proposed project to the decision makers and the public and to identify measures to substantially lessen or avoid significant adverse environmental effects of the project. As such, the IS/MND was circulated for public review from March 6, 2020 to April 6, 2020. Also in conformance with CEQA, the City has prepared a Mitigation Monitoring and Reporting Program for reporting or monitoring on the measures the City hereby has either required or made a condition of approval to the project to mitigate or avoid significant environmental effects, which is adopted together with the IS/MND, and is attached as Exhibit "C".

**SECTION 2.** The Planning Commission of the City of Hawaiian Gardens HEREBY FINDS AND DETERMINES that Case Number PLNG2019-0035-VAR DOES satisfy the criteria of Section 18.100.100(E) of the City of Hawaiian Gardens Municipal Code in that:

- 1. That the variance is consistent with the Hawaiian Gardens General Plan and other applicable City policies and regulations and that there would be no adverse impacts on the environment.**

The subject site has General Plan Land Use designation of General Commercial. It is the intent of the General Commercial to support and serve residents with areas for commerce and industry, goods and services, etc. Also, allowing the variance would be consistent with the Hawaiian Gardens General Plan Goals and Policies. Granting the height variance to allow the small increase of the building parapet and architectural element to exceed the height limit will help facilitate the project and hence the following General Plan and Policies:

*Land Use Element- Policies 1.1 and 4.2 - Accommodate new development in accordance with the Land Use Map" and "Encourage development of vacant and underutilized commercial parcels.*

The proposed project will create a new commercial development and will be an enhancement to a lot that has been vacant many years. The increased height will facilitate quality architectural design of the building as well as to allow for a front tower element and the elevator service, a requirement for any modern and upscale hotel facility.

Economic Development- Policies 1.4 – *Revitalize underutilized commercial areas in the Norwalk Boulevard commercial corridor, south of Carson Street.*

The proposed hotel development will provide for a new development along Norwalk Boulevard providing overnight lodging services to visitors of the City as related to the City's existing businesses and residents. The variance will provide for architectural relief of the building, adding excitement and upgrading of the commercial corridor.

- 2. There are exceptional or extraordinary circumstances or conditions applicable to the subject property which do not apply generally to other properties in the same zone in which the project is located.**

The subject property is conducive to the proposed development, as it meets or exceeds the applicable development standards in the C-4 zone. Due to the shallowness of the lot and the desire to maximize the development, the building envelop becomes shallow, pushing the structure to exceed the 45-foot in height with the decorative parapet. Four-story is consistent with the 45-foot height limit. However, the building's tower element and the parapets exceed the height limit by eight (8) feet to accommodate a needed architectural element and elevator service.

- 3. The granting of the Variance will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same zone with similar constraints.**

The variance is needed to permit the construction of an economically viable hotel. Approving the variance will not constitute a grant of special privilege inconsistent with the limitations on other properties in the same zone. By granting a minor increase of height for the front tower element and the parapet wall on top of the building, the architectural design and scale are appropriate for a project of this type; and therefore, is not granting a special privilege.

- 4. The Variance is made on the basis of a hardship condition and not as a matter of convenience or cost.**

Granting the variance for the additional height that includes the extension of the parapet wall and the front tower element (for architectural and mechanical equipment screening purposes) would be an additional expense for the applicant in order to construct an economically feasible building, and thus not a matter of convenience or cost.

- 5. The granting of the Variance will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity.**

The project will not be detrimental to the public health, safety, or welfare or materially



injurious to properties or improvements in the vicinity since the new development will be a major improvement to the subject site; indeed, the proposed project would benefit the City as a whole by replacing a vacant site, and increasing the City's economic vitality. As part of the environmental analysis for the Mitigated Negative Declaration (MND) impact review, Dudek, a professional environmental consultant, has conducted the air and gas emission study, and noise study for the project to ensure the project poses no impacts to the public health, safety, welfare. The MND was completed and it was posted for public 30-day review. The report has concluded that any potential environmental impacts from the project will be mitigated to a level of less than significant.

**SECTION 3.** The Planning Commission of the City of Hawaiian Gardens HEREBY RECOMMENDS APPROVAL Case Number PLNG2019-0035 and recommends adoption of the Mitigated Negative Declaration to the City Council regarding a reduction of the building height for a new hotel facility, subject to Mitigation Monitoring and Reporting Program (attached hereto as Attachment "C"), the conditions found in the Attachment "A"-Conditions of Approval and Attachment "B" -Standard List of Conditions.

**SECTION 4.** The Planning Commission Chairman of the City of Hawaiian Gardens is hereby authorized to affix his signature to this resolution signifying its adoption by the Planning Commission. The Planning Secretary is directed to attest thereto.

**PASSED, APPROVED, AND ADOPTED** by the Hawaiian Gardens Planning Commission on this 22<sup>nd</sup> day of April 2020.

ATTEST:

\_\_\_\_\_  
GRANT WINFORD  
CHAIRPERSON

\_\_\_\_\_  
BRENDA BECERRA  
PLANNING SECRETARY

I, Brenda Becerra, Planning Secretary to the City of Hawaiian Gardens Planning Commission, do hereby certify that Resolution No. 2020-014 was duly and regularly passed and adopted by the Planning Commission of the City of Hawaiian Gardens on the 22<sup>nd</sup> day of April 2020, by the following roll call vote as the same appears on file and of record in Office of the Community Development Department.

AYES:

NOES:

ABSENT:

ABSTAIN:

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BRENDA BECERRA  
PLANNING SECRETARY  
CITY OF HAWAIIAN GARDENS



**RESOLUTION NO. 2020-015**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HAWAIIAN GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECOMMENDING APPROVAL OF A DEVELOPMENT AGREEMENT (CASE NO. PLNG2020-0024) TO THE CITY COUNCIL AND RECOMMENDING THAT THE CITY COUNCIL ADOPT THE ASSOCIATED MITIGATED NEGATIVE DECLARATION (MND) FOR A NEW HOLIDAY INN EXPRESS & SUITES LOCATED AT 22434 NORWALK BOULEVARD, CITY OF HAWAIIAN GARDENS**

**WHEREAS**, the Applicant/Developer proposes to enter in a development agreement with the City of Hawaiian gardens in connection with the development of a proposed 71-room Holiday Inn Express and Suites locates at 22434 Norwalk Boulevard, Hawaiian Gardens, CA; APN 7076-033-910 (Property); and,

**WHEREAS**, it has been determined by the City Attorney's Office of the City of Hawaiian Gardens that a Development Agreement is warranted to allow the City to enter into binding development agreements with persons that develop and operate the Holiday Inn Express & Suites located at 22434 Norwalk Boulevard (Property), in Hawaiian Gardens, CA; and,

**WHEREAS**, the Property is currently located within the C-4 (General Commercial) zoning district and is designated as General Commercial on the City of Hawaiian Gardens Land Use Map of the City's General Plan; and,

**WHEREAS**, a Conditional Use Permit for the Project is concurrently being processed (Case No PLNG2019-0033) for the development of a 71-room Holiday Inn Express & Suites; and,

**WHEREAS**, two Variances for the Project are concurrently being processed (Case No PLNG2019-0034 and Case No. PLNG2019-0035) to reduce the required parking from 76 to 64 spaces and to allow the proposed hotel to exceed the 45-foot maximum allowable building height for development located within the C-4 zoning district; and,

**WHEREAS**, in accordance with the requirements of the California Environmental Quality Act, a notice of the intent to adopt the Mitigated Negative Declaration was posted at the Los Angeles County Recorder's Office on March 6, 2020; and,

**WHEREAS**, on April 10, 2020, an advertisement was published in the Los Cerritos Community News; and notices were placed at the City Hall, Lee Ware Park, and Lakewood Mobile Home Park; and notices were mailed to property owners within 300 feet of the subject property specifying the date, time and location of the public hearing; and,

**WHEREAS**, the Planning Commission held a duly noticed public hearing on April 22, 2020, and fully considered all oral and written testimony, facts, and opinions offered at the aforesaid public hearing.

**NOW, THEREFORE, BE IT RESOLVED** by the Planning Commission of the City of Hawaiian Gardens as follows:

### **SECTION 1. Recitals**

The Planning Commission hereby finds and determines that the foregoing recitals, which are incorporated herein by reference, are true and correct.

### **SECTION 2. Development Agreement Ordinance Findings**

A. The Planning Commission finds that the provisions of the Development Agreement are consistent with the City of Hawaiian Gardens General Plan and any applicable specific plan. The Development Agreement furthers implementation of the following General Plan Policies and Goals: Goal LU-1, provide opportunity for continued revitalization of a balanced community; Economic Development Policy 1.4 – Revitalize underutilized commercial areas in the Norwalk Boulevard commercial corridor, south of Carson Street; Land Use Element Policy 4.2- Encourage development of vacant and underutilized commercial parcels, and Goal ED-5, sustain and expand the local employment base of the community.

B. The Planning Commission finds that the Development Agreement is compatible with the uses authorized in the C-4 (General Commercial) zoning district. The hotel use is consistent with C-4 zone as a conditionally permitted use.

C. The Planning Commission finds that the Development Agreement is in conformity with the public convenience, general welfare, and good land use practice. The Development Agreement will provide for a high-quality hotel in the City in an appropriate part of the City and will encourage visitors to come to the City.

D. The Planning Commission finds that the Development Agreement will not be detrimental to the public health, safety, and general welfare. The Development Agreement for a Holiday Inn Express that will be operated in a safe, professional, and high-quality manner will not be detrimental to the public health, safety, and general welfare of the City and its residents.

E. The Planning Commission will not adversely affect the orderly development of property or the preservation of property values in the City. The Holiday Inn Express will be a high-quality hotel in the City's commercial zone and will hopefully be a staple of the City for years to come as a dependable and professional hotel.

F. The Planning Commission finds that the Development Agreement is consistent with Government Code Section 65864 through 65869.5 and is in compliance with all the conditions, requirements and restrictions of the Hawaiian Gardens Municipal Code.

### **SECTION 3. Recommend Adoption of an Ordinance Approving the Development Agreement**



The Planning Commission of the City of Hawaiian Gardens HEREBY APPROVES Case Number PLNG2020-0024-DA, recommending that the City Council of the City of Hawaiian Gardens adopt an Ordinance approving a proposed Development Agreement regarding the new Holiday Inn Express & Suites to the satisfaction of the City Council. A draft Development Agreement has been included as Exhibit "E" of this resolution. The Planning Commission recognizes that certain provisions of the Development Agreement may be amended, added or deleted from the draft Development Agreement to the satisfaction of the City Council. The Planning Commission's approval recommendation regarding the Development Agreement remains despite any modifications provided the modifications are acceptable to the City Council.

#### **SECTION 4. Environmental Review.**

The Planning Commission of the City of Hawaiian Gardens HEREBY FINDS AND DETERMINES that an Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared to conform to the requirements of the California Environmental Quality Act (CEQA), the CEQA Guidelines and the regulations of the City of Hawaiian Gardens. The purpose of this IS/MND is, among other things, to provide objective information regarding the environmental consequences of the proposed project to the decision makers and the public and to identify measures to substantially lessen or avoid significant adverse environmental effects of the project. As such, the IS/MND was circulated for public review from March 6, 2020 to April 6, 2020. Also in conformance with CEQA, the City has prepared a Mitigation Monitoring and Reporting Program for reporting or monitoring on the measures the City hereby has either required or made a condition of approval to the project to mitigate or avoid significant environmental effects, which is adopted together with the IS/MND, and is attached as Exhibit "C".

#### **SECTION 5. Reliance on Record**

Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the Planning Commission in all respects and are fully and completely supported by substantial evidence in the record as a whole.

#### **SECTION 6. Summaries of Information**

All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

**SECTION 7.** The Planning Commission Chairman of the City of Hawaiian Gardens is hereby authorized to affix his signature to this resolution signifying its adoption by the Planning Commission. The Planning Secretary is directed to attest thereto.

**PASSED, APPROVED, AND ADOPTED** by the Hawaiian Gardens Planning Commission on this 22<sup>nd</sup> day of April 2020.

ATTEST:

\_\_\_\_\_  
GRANT WINFORD  
CHAIRPERSON

\_\_\_\_\_  
BRENDA BECERRA  
PLANNING SECRETARY



I, Brenda Becerra, Planning Secretary to the City of Hawaiian Gardens Planning Commission, do hereby certify that Resolution No. 2020-015 was duly and regularly passed and adopted by the Planning Commission of the City of Hawaiian Gardens on the 22<sup>nd</sup> day of April 2020, by the following roll call vote as the same appears on file and of record in Office of the Community Development Department.

AYES:

NOES:

ABSENT:

ABSTAIN:

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BRENDA BECERRA  
PLANNING SECRETARY  
CITY OF HAWAIIAN GARDENS

## ATTACHMENT 'A'

**Conditions of Approval**  
**Case Number PLNG2019-0033 (CUP) Use**  
**Case Number PLNG2019-0034 (VAR) Parking**  
**Case Number PLNG2019-0035 (VAR) Building Height**

The Planning Commission hereby approves Case Numbers PLNG2018-0089CUP, PLNG2018-0090VAR, and PLNG2018-0091TPM for a proposed Holiday Inn Express & Suites on property located at 22434 Norwalk Boulevard, subject to the following conditions necessary to protect the public's health, safety, and general welfare.

**Planning Division:**

1. All of the conditions listed in the Standard List of Conditions and below shall be complied with by the applicant and all property owners of the subject property, including any heirs, successors or assigns of or to the applicant or property owners, respectively (collectively, the "Owner/Applicant") prior to the issuance of any occupancy permit and/or business license and during the life of the entitlements.
2. The owner/operator shall comply with all mitigation measures, as established by the Mitigated Negative Declaration. The mitigation measures are included in Attachment "C" of the Mitigation Monitoring Reporting Program.
3. This Conditional Use Permit allows the construction of a four-story 42,164 square foot, 71-unit hotel facility located at 22434 Norwalk Boulevard as shown on the preliminary plans. The approval includes the following amenities at the hotel: bar lounge area, multipurpose room, meeting room, fitness room, continental breakfast area, laundry room, outdoor swimming pool, and outdoor patio. Any changes to the project plans or amenities shall be subject to the approval of the Director of Community Development and/or the City of Hawaiian Gardens Planning Commission.
4. Approval of the Variances allow the reduction of the required on-site parking for the hotel from 76 to 64 spaces and allow the construction of a four-story hotel building at 53 feet tall measuring from grade level to the highest point of the building.
5. The applicant, operator of the hotel business shall always maintain, at minimum, a three (3) star hotel rating that is officially recognized by Forbes and/or AAA star rate system. The subject hotel shall not be converted to "Standard" or lower than a three-star hotel rating. Should the hotel facility be transferring to another franchise and/or owner(s) in the future, any new operator(s) shall be from a recognizable franchise chain and shall be responsible to operate the hotel in the same manner as any other three (3) star hotel rating. This includes but not limited to providing the above average amenities and higher quality service, with similar physical attributes, and design.
6. The owner/operator of the hotel business shall not allow long term lodging (maximum of 30 consecutive calendar days) at the subject hotel. In addition, hourly rate rental(s) and or lodging of a hotel room(s) is prohibited. The facility shall not be converted to any residential use.
7. The owner/operator shall obtain approval of a Conditional Use Permit from the Planning Commission for the sale and consumption of on-sale alcoholic beverages.



8. The trash enclosure design shall incorporate the colors and finishes proposed on the hotel building. The Community Development Director shall review and approve the final trash enclosure design prior to issuance of permits.
9. Hotel employees and/or maintenance crews shall regularly clean the pedestrian walkways. In addition, hotel employees shall pick up trash and debris within the hotel's parking lot and public right-of-way along Norwalk Boulevard, Brittain Street, and 226<sup>th</sup> Street.
10. All bellman luggage carts shall be in designated area inside the hotel after each use.
11. A permanent and decorative solid fence shall be constructed around the perimeter of the outdoor pool. The Community Development Director shall review and approve the final fence design prior to installation.
12. The use of the outdoor swimming pool and filtration equipment shall be prohibited between 8:00 p.m. and 8:00 a.m. daily.
13. The owner/operator shall provide weekly maintenance service for the swimming pool by removing trash and debris and maintaining the water quality to the Los Angeles County Health Department standards.
14. All pool equipment shall be located inside a decorative enclosure. The Community Development Director shall review and approve the final equipment enclosure design prior to issuance of permits.
15. Private events are permitted inside the hotel facility. However, the Community Development Director, at his discretion, may require approval of Temporary Use Permits for such events.
16. The landscaping plans are approved in concept only and to ensure the project complies with the minimum 10% requirement by the zoning code. Staff will further review the landscaping plan during plan check review and will verify the landscaping's condition and materials at the time prior to issuance of permits (appropriate size and type of plant/vegetation or adequate space between shrubs and groundcovers). The Community Development Director shall approve the final landscaping plans prior to issuance of permits.
17. No visitors shall be allowed at the hotel between 10:00 p.m. and 7:00 a.m. daily.
18. All air conditioning systems and air grill covers shall be flush mounted to building façade.
19. The owner/applicant shall submit plans for review of all roof-mounted equipment. Said rooftop equipment shall not be visible from public view.
20. All exterior lights on the property shall be LED and shall be directed, positioned, and/or shielded such that they do not illuminate surrounding properties and the public right-of-way. Photometric plan shall be submitted for review and approved by the Community Development Director prior to installation.

21. Prior to the issuance of building and/or grading permits, the Development Agreement shall be approved by the City Council and shall be recorded with the County of Los Angeles Recorder Office.
22. The approval of PLNG2019-0033CUP, PLNG2019-034VAR and PLNG2019-0035VAR shall not be valid until Case PLNG2020-0024DA is approved by the Hawaiian Gardens City Council.
23. Prior to the issuance of the occupancy permit and business license, the Owner/Applicant shall provide a letter to the Community Development Department that gives the City of Hawaiian Gardens permission to enforce the parking regulations on the subject property.
24. Approval of the Variances and Conditional Use Permit shall not be construed to mean any waiver of applicable and appropriate zoning regulations, or any Federal, State, County, and City laws and regulations. Unless otherwise expressly specified, all other requirements of the Hawaiian Gardens Municipal Code shall apply.
25. The applicant/owner/developer shall construct a six-foot high decorative block wall along the easterly property line. Said new wall shall meet current's standards and shall be located entirely on the subject site.
26. The Owner/Applicant has submitted a color rendering for the subject proposal. Plans shall be in substantial compliance with the subject rendering to the satisfaction of the Director of Community Development, including, but not limited to, colors of the building, architectural details, building elevations, and landscaping.
27. The new trash enclosure shall meet all City and Commercial Waste requirements. The design, colors and materials of trash enclosure shall match the hotel building. Trash must be picked up as necessary to ensure that the trash enclosure has adequate space to accommodate the needs of the site. No trash storage/disposal shall be placed in the public right of way. The applicant shall make every effort to secure the proposed enclosures to prevent dumping.
28. The Owner/Applicant shall provide sufficient security cameras and video retention, subject to Community Development Department review/approval, to survey the exterior subject property.
29. The owner/applicant shall incorporate graffiti resistant materials to the bottom of the building up to 10 feet measuring from the ground level. All graffiti materials shall be approved by City Staff.
30. All vehicular ingress and egress shall be taken from Norwalk Boulevard and 226<sup>th</sup> Street and shall be in compliance with the traffic study performed for the project.
31. Prior to submittal to the Building and Safety Division the applicant shall provide final architectural plans to the City Planning Division with all applicable conditions of approval incorporated.
32. The Owner/Applicant shall include a copy of all conditions of approval within the final approved plans.



33. All transformer and utility equipment shall be located beyond the front setbacks of Norwalk Boulevard, Brittain Street and 226<sup>th</sup> Street. The Owner/Applicant shall work with Southern California Edison to find a suitable location with final locations subject to review and approval by the Community Development Department. The ground level transformer shall be screened from public view by using live planter materials.
34. The Owner/Applicant shall provide sample color applications on one structure for review and approval by the Community Development Department prior to commencement of finishes to the entire site.
35. No sales or advertising is permitted from public streets or sidewalks.
36. Customer's vehicles shall only be parked in designated areas and shall not otherwise be parked in a manner which hampers vehicular circulation on the subject site or the public right-of-way.
37. No outdoor storage of any kind is permitted on-site. Storage of all materials shall be located entirely within the enclosed building.
38. There shall be no loading or unloading of hotel guests and hotel related items on Norwalk Boulevard, Brittain Street and 226<sup>th</sup> Street, or within the drive aisle of the facility. Loading and unloading shall only occur within the designated loading stalls.
39. Vehicular access must be provided at the project site and maintained serviceable throughout all operations.
40. There shall be no permanent storage of motor vehicles, equipment, or personal goods, on the parking lot, on the loading area, and on the drive aisle.
41. No hazardous materials (i.e., gasoline, household cleaning, gardening/landscaping products, etc.) will be stored outside in the parking lot.
42. No vehicle care, maintenance, and repair work shall be conducted within the hotel facility, or on any access aisles.
43. Except in the designated loading area, no vehicles shall park in front of any doors to the interior of the building, so as to block emergency ingress and egress.
44. The Owner/Applicant shall—at his, her, or its own expense— enter into an Indemnity Agreement with the City which shall provide at the City's sole and absolute discretion, amongst other things, that:
  - A. Owner/Applicant fully indemnify, protect, defend, and hold harmless the City of Hawaiian Gardens (City) and the City's agents, officers, employees, and attorneys (collectively, "Indemnified Parties") from and against any and all actual or alleged claims, actions and/or proceedings against the Indemnified Parties by third-parties that relate to or arise from any approval of the Project or any related approvals, including but not limited to (i) any California Environmental Quality Act ("CEQA") approvals, findings, and/or determinations, (ii) the approval of any permits (including any conditional use permits), variances, plot plans, design plans, maps (including any tentative parcel maps), licenses, or amendments, (iii) any challenge to the reasonableness, legality or validity of any of the conditions set forth herein, and (iv) any other approvals or actions taken by the Indemnified Parties relating to the project

(collectively, "Approvals"). The owner/applicant's indemnification obligation shall include, but shall not be limited to, any and all future third-party claims, actions, and/or proceedings against the Indemnified Parties (i) which seek to attack, set aside, void, or annul any of the Approvals; and/or (ii) which seek damages (including, without limitation, special and consequential damages and punitive damages) allegedly related to or arising from the Approvals (collectively, "Claims"). The owner/applicant's indemnification obligation shall further include, but shall not be limited to, any damages, fees (including attorney's fees), and or/costs either awarded against and/or incurred by the Indemnified Parties in connection with the Claims.

- B. The Indemnified Parties shall each have the absolute right to retain such legal counsel as they deem necessary and appropriate to defend against or otherwise address any Claims. While Indemnified Parties may, in its or their sole discretion, participate in the defense of any Claims, such participation shall not relieve Applicant of his, her, or its obligations under this condition. The owner/applicant shall reimburse each Indemnified Party for any and all reasonable attorneys' fees and costs incurred by the Indemnified Party as a result of any Claims. The owner/applicant shall reimburse each Indemnified Party for one hundred percent (100%) of the costs and expenditures incurred by the Indemnified Party relating to or arising from any of the Approvals, including all attorneys' fees, other legal fees (including costs and related expenses), and consultants' costs.
- C. The Owner and Applicant shall be jointly and severally liable for all obligations set forth herein

**Building & Safety Division:**

- 1. Contractor specifications for dust-generating activities (such as fine grading and trenching) shall include watering of earth-disturbing areas at least twice per day, as necessary, to prevent visible dust from leaving the project site. Implementation of this measure shall be performed in compliance with the recommended control measures and regulations of South Coast Air Quality Management District (SCAQMD) Rule 403 (Fugitive Dust), as applicable to the project.
- 2. Prior to issuance of grading permits or building permits, whichever occurs first, a Construction Noise Management Plan shall be prepared by the project proponent and submitted for review and approval by the Director of Community Development. This Plan shall include the following requirements, in addition to any additional measures required by the Director of Community Development:
  - A. Stationary equipment (such as generators and air compressors) shall be located as far from local residences as feasible; and,
  - B. Equipment maintenance and staging areas shall be located as far from local residences as feasible; and,
  - C. Construction equipment shall be fitted with manufacturer's standard, or better, noise shielding and muffling devices to reduce noise levels to the maximum extent feasible.
- 3. If potential archaeological materials are uncovered during grading or other earth moving activities, the contractor shall be required to halt work in the immediate area of the find, and to retain a professional archaeologist to examine the materials to determine whether it is a "unique archaeological resource" as defined in Public Resources Code Section 21083.2(g). If this determination is positive, the scientifically consequential information



shall be fully recovered by the archaeologist. Work may continue outside of the area of the find; however, no further work shall occur in the immediate location of the find until all information recovery has been completed and a report concerning it filed with the Community Development Department.

4. Prior to permit issuance the applicant shall provide a construction management plan which requires full compliance with AQMD Rule 403.

**Los Angeles County Fire Department:**

1. Fire Department access shall comply with Section 503 of the Fire Code, which requires all weather access. All weather access may require paving.
2. All fire department related equipment, valves and apparatuses shall be screened and approved by the Community Development Department prior to installation.
3. A uniform access system (e.g., Knox box) shall be provided to permit access to the subject property by safety personnel (e.g., Los Angeles County Fire Department, Los Angeles County Sheriff's Department, etc.). Location and type of system shall be coordinated through these agencies.
4. Vehicular access must be provided and maintained serviceable throughout construction. All required fire hydrants shall be installed, tested and accepted prior to construction.
5. Provide Fire Department or City approved street signs and building access numbers prior to occupancy.
6. Provide water mains, two (2) fire hydrants and fire flows as required by the County of Los Angeles Fire Department, for all land shown on map which shall be recorded.
7. The required flow for public fire hydrants at this location is 1,875 gallons per minute at 20 psi for a duration of 2 hours, over and above maximum daily domestic demand.
8. Additional water system may be required upon review of the completed Fire Flow Availability Form, and/or during the building permit process.

**Public Works/ Engineering:**

1. Easements may be required and shall be subject to review by the City Engineer to determine the final locations and requirements.

**Drainage and Grading:**

1. A grading and drainage plan must provide for a lot having an independent drainage system to the public street, to a public drainage facility, or by means of an approved drainage easement.
2. The project shall comply with the City's Stormwater Program and the Regional Water Board's NPDES permit, including the project complying with Low Impact Development standard and regulations.

3. Surface water generated from the project site shall not drain over the sidewalk or driveway into the gutter on Carson Street and Hawaiian Avenue. A parkway drain is required for each street. All NPDES permit requirements need to be shown on final plans.
4. Historical or existing storm water flow from adjacent lots must be received and directed by gravity to the street, a public drainage facility, or an approved drainage easement. The applicant shall demonstrate that storm water flow will not impact the existing storm water drainage system to the satisfaction of the City Engineer.

**Road:**

1. The Owner/Applicant shall remove all existing drive-way approaches and sidewalks along Norwalk Boulevard, Brittain Street and 226<sup>th</sup> Street as identified in the plot plan and shall replace with full curb, gutter, and sidewalk in compliance with ADA standards.
2. Prior to the issuance of the Certificate of Occupancy, if any curb, gutter and/or pavement on streets, related to the construction to the project, that is displaced, broken, or damaged, the property-owner/applicant is subject to repair at the satisfaction of the Community Development Director.
3. All off-site concrete improvements, including but not limited to sidewalks shall be power washed to remove grease, stain and debris prior to building occupancy.
4. Where feasible the project proponent shall plant street trees within the public right-of-way adjacent to the property (minimum 24-inch box) to the satisfaction of the City Engineer. Trees shall be no closer than 25 linear feet and all species shall be selected by the Community Development Department.
5. The Owner/Applicant shall slurry seal the entire section of streets in front of the project site facing Norwalk Boulevard, Brittain Street and 226<sup>th</sup> Street. The area of removal and replacement of any damage or service cut shall be determined and approved by the Community Development Director.

**Sewer:**

1. The owner/developer shall prepare (at the developer's expense) a Sewer Capacity study to address impacts to the City/County sewer system since the lot is going from being vacant to 71-room hotel. Downstream sewer flow measurements of existing flows and peak flows shall be required to be documented as part of the study. The cost of required study including but not limited to off-site improvements/constructions shall be the responsibility of the developer/property owner.
2. The Owner/Applicant shall submit a copy of the sewer plans to the City and to the Los Angeles County Department of Public Works for review. Approval of flow capacity must be confirmed by L.A.C.P.W. prior to issuing permits.
3. The Owner/Applicant shall consult with the City Engineer to determine the sewer location and design requirements; the Owner/Applicant shall also show sewer connections on site plan.
4. The Owner/Applicant shall pay all sewer connection fees prior to permit issuance and all other applicable fees per Chapter 13.08 of the Hawaiian Gardens Municipal Code.



5. If applicable, the Owner/Applicant shall furnish and install sanitary sewer lateral(s) and associated facilities within the public right of way in accordance with the requirements of the City Engineer.

**Utilities:**

1. All existing above grade utilities including but not limited to powered poles, overhead wires, telephone, and cable television service shall be undergrounded or removed from the property.
2. Any utilities that are in conflict with the development shall be relocated at the developer's expense.

**Water:**

1. The site shall be served by adequately sized water system facilities, which shall include fire hydrants of the size, type and location as required by the Fire Chief and the Community Development Department.
2. The water mains shall be of sufficient size to accommodate the total domestic and fire flow required for the land division. Domestic flows required are to be determined by the City Engineer. Fire flows required are to be determined by the Fire Chief.
3. Plans and specifications for the water system facilities shall be submitted for approval to the water company serving this land division. The Owner/Applicant shall submit an agreement and other evidence, satisfactory to the City Engineer, indicating that the applicant has entered into a contract with the servicing water purveyor guaranteeing payment and installation of the water improvements. The cost of required improvements including fees payable to City/County shall be the responsibility of the developer.
4. Prior to issuing of building permits, the applicant shall provide a statement from the water purveyor indicating applicant compliance with the Fire Chief's fire flow requirements.
5. The Owner/Applicant shall comply with Section 6.47.010 (Water Runoff Control Findings) of the Hawaiian Gardens Municipal Code.

**Mitigation Monitoring and Reporting Program  
(Holiday Inn Express & Suites)**

The applicant shall comply with all mitigation measures, as established by the Mitigated Negative Declaration, shall be complied with at all times. This shall include:

- 1) **MM-CUL-1** In consultation with the Gabrieleno Band of Mission Indians-Kizh Nation Tribal Government, the project applicant shall compensate via a Native American Monitoring Service Agreement for the services of a Tribal monitor who is both approved by Gabrieleno Band of Mission Indians-Kizh Nation Tribal Government and is listed under the NAHC's Tribal Contact list for the project area. The Tribal monitor shall only be present on the project site during the construction phases involving ground disturbance, which may include but are not limited to pavement removal, potholing or auguring, grubbing, tree removals, boring, grading, excavation, drilling, and trenching.

The Tribal monitor shall complete daily monitoring logs that provide descriptions of the day's activities, including construction activities, locations, soil, and any cultural materials identified. The on-site Tribal monitoring shall end when ground disturbing activities are completed, or when the Tribal monitor has indicated that the project site has a low potential for impacting archaeological and Tribal resources.

- 2) **MM-CUL-2** If any archaeological or Tribal resources are discovered during ground disturbing activities, construction activity shall cease in the immediate vicinity of the find until the find can be assessed. All archaeological resources unearthed by construction activities shall be evaluated by the Tribal monitor and a qualified archaeologist meeting the Secretary of the Interior's Professional Qualification Standards. If the find is Native American in origin, the Gabrieleno Band of Mission Indians-Kizh Nation shall coordinate with the landowner regarding treatment and curation. Costs associated with treatment and curation shall be burdened by the project applicant/developer, unless otherwise specified by the Tribe.

Construction activities may continue on other parts of the project site while evaluation and, if necessary, mitigation, occurs. If the find is determined to constitute a historic resource or unique archaeological resource, time allotment and funding sufficient to allow for implementation of avoidance measures shall be made available. A treatment plan shall be prepared by the applicant/developer's qualified consultant under the guidance of the Gabrieleno Band of Mission Indians-Kizh Nation for the resource(s) in accordance with CEQA Guidelines Section 15064.5(f) and/or Public Resources Code Sections 21083.2(b).

Preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation or archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the material. If no institution accepts the archaeological material, the material shall be offered to a local school or historical society.

- 3) **MM-CUL-3** In addition to the requirements established in California Health and Safety Code Section 7050.5 and California Public Resources Code Section 5097.98, if human remains or funerary objects are uncovered during ground-disturbing activities, the Tribal monitor shall immediately divert work to a minimum of 150 feet from the discovery and place an exclusion zone around the burial. The Tribal monitor shall then notify the Gabrieleno Band of Mission Indians-Kizh Nation, a qualified archaeologist, and the



construction manager who will call the County Coroner. Construction activities shall continue to be diverted while the Coroner determines whether the remains are Native American. The discovery shall be confidential and secure to further disturbance. If the discovery is determined to be Native American, the Coroner shall notify the Native American Heritage Commission (NAHC) as mandated by state law, who shall then appoint a Most Likely Descendent (MLD).

If the Gabrieleno Band of Mission Indians-Kizh Nation is designated as the MLD, treatment measures in accordance with Tribal practices and customs shall be implemented. Treatment measures may include the landowner arranging for a designated on-site location for the respectful reburial of the human remains and/or ceremonial objects. If the discovered human remains cannot be fully documented and recovered on the same day, the remains shall be covered with muslin cloth and a steel plate that can only be moved by heavy equipment. If a steel plate is not available, a guard shall be posted on-site during all non-working hours.

Each occurrence of human remains and associated funerary objects shall be stored using opaque cloth bags. All human remains, funerary objects, sacred objects, and objects of cultural patrimony shall be removed to a secure container on-site. These items shall be retained and reburied within six months of recovery. The site of reburial/repatriation shall be on the project site but at an on-site location agreed upon between the Gabrieleno Band of Mission Indians-Kizh Nation and landowner between in an area that shall be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered.

If it is determined by the Gabrieleno Band of Mission Indians-Kizh Nation the burial must be removed from the Project site, the Tribe shall work with the qualified archaeologist to ensure that the excavation is treated carefully, ethically, and respectfully. If data recovery is approved by the Tribe, documentation shall be taken that includes, at a minimum, detailed descriptive notes and sketches. Additional types of documentation may be approved by the Tribe for data recovery purposes. Cremations shall either be removed in bulk or by other means, as necessary, to ensure complete recovery of all material. If discovery of human remains includes four or more burials, the location shall be considered a cemetery and a separate treatment plan shall be prepared. Once complete, a final report of all activities shall be submitted to the Tribe and NAHC. The Tribe shall not authorize scientific study or use of invasive diagnostics on human remains.

- 4) **MM-GEO-1** If excavations reach depths below human-transported fill materials, a qualified paleontologist meeting the Society of Vertebrate Paleontologists (SVP) (2010) standards should be retained to determine when and where paleontological monitoring is warranted. The qualified paleontologist or a qualified paleontological monitor meeting the SVP (2010) standards under the direction of the qualified paleontologist shall conduct the paleontological monitoring. If the sediments are determined by the qualified paleontologist to be too young or too coarse-grained to likely preserve paleontological resources, the qualified paleontologist can reduce or terminate monitoring per the SVP (2010) guidelines and based on the excavations remaining for the project.
- 5) **MM-NOI-1** The following guidelines shall be implemented to reduce noise impacts to sensitive receivers during construction of the project:
  - Noise-generating construction activities (which may include preparation for construction work) shall not occur on weekdays and Saturdays between 7:00 p.m. and 7:00 a.m. and shall not occur on Sundays or on federal holidays.



- All construction equipment powered by internal combustion engines shall be properly muffled and maintained. No internal combustion engine shall be operated on the site without a muffler. All diesel equipment shall be operated with closed engine doors and shall be equipped with factory recommended mufflers. Unnecessary idling of internal combustion engines shall be prohibited.
  - Prior to the commencement of construction, a temporary construction noise barrier shall be erected along the project site's entire eastern boundary. The barrier shall be seven to eight feet in height, have a surface density of at least four pounds per square foot<sup>3</sup>, and be free of openings, gaps and cracks (with the exception of expansion joints), including at the base of the barrier.
  - Air compressors and generators used for construction shall be surrounded by temporary acoustical shelters. Whenever feasible, electrical power shall be used to run air compressors and similar power tools.
  - Stationary equipment shall be placed so as to maintain the greatest possible distance to the sensitive use structures.
  - All equipment servicing shall be performed so as to maintain the greatest possible distance to the sensitive use structures.
  - Construction hours, allowable workdays, and the phone number of the job superintendent shall be clearly posted at all construction entrances to allow surrounding property owners to contact the job superintendent if necessary. In the event the City receives a complaint, appropriate corrective actions shall be implemented, and a report of the action provided to the reporting party.
- 6) **MM-NOI-2** Because HVAC equipment and other mechanical equipment can generate noise that could affect surrounding sensitive receptors and because the details, specifications, and locations of this equipment is not yet known, the project applicant shall retain an acoustical specialist to review project construction-level plans to ensure that the equipment specifications and plans for HVAC and other outdoor mechanical equipment incorporate measures, such as the specification of quieter equipment or provision of acoustical enclosures, will comply with relevant noise standards at nearby noise-sensitive land uses (e.g., residential). Prior to the commencement of construction, the acoustical specialist shall certify in writing to the City that the equipment specifications and plans incorporate measures that will achieve the relevant noise limits.
- 7) **MM-NOI-3** Prior to certificate of occupancy, signs shall be posted at the planned pool and patio areas prohibiting noisy activities between the hours of 10:00 p.m. and 7:00 a.m.



**ATTACHMENT "B"**

**STANDARD LIST OF CONDITIONS**

DATE:	April 22, 2020
OWNER(S):	
PERMITTEE:	Firas Jamal
APPLICANT:	Firas Jamal
PROJECT ADDRESS:	22434 Norwalk Boulevard Hawaiian Gardens, CA 90716

All projects approved by the City of Hawaiian Gardens shall meet the standard conditions that have been checked unless specifically exempted by the Hawaiian Gardens Municipal Code (HGMC). The standard conditions checked below must be complied with prior to the issuance of an occupancy permit or business license unless noted otherwise. Call the CDD if you have any questions concerning specific conditions on this list at (562) 420-2641.

Todos los proyectos aprobados por la Ciudad de Hawaiian Gardens deben cumplir las condiciones marcadas a menos de que sean específicamente exento por las reglas municipales de la Ciudad de Hawaiian Gardens. Las condiciones regulares mencionadas en los párrafos siguientes deben cumplirse antes de obtener un permiso para ocupar el negocio/residencia menos de que sea notado de otra manera. Llame al Departamento de Desarrollo de la Comunidad si tiene preguntas acerca de específicas condiciones en esta lista llame al (562) 420-2641.

The Property Owner, Permittee and Applicant shall comply with all conditions of approval for the following entitlement (s):

		Case Number	Resolution Number	Approval Date
	Tract Number			
	Parcel Map Number			
<b>X</b>	CUP Number (s)	PLNG2019-0033	2020-012	April 22, 2020
<b>X</b>	Variances	PLNG2019-0034	2020-013	April 22, 2020
		PLNG2019-0035	2020-014	April 22, 2020
<b>X</b>	Development Agreement	PLNG2020-0024	2020-015	April 22, 2020
	Plot Plan Number (s)			
	Special Use Permit			

REQUIRED	DONE	
<b>I. GENERAL PROJECT CONDITIONS</b>		
X		A. The approval is for a Conditional Use Permit (CUP), two Variances, and a Development Agreement to allow the construction and operation of a 71-room Holiday Inn Express & Suites located at 22434 Norwalk Boulevard.
X		B. Approval is based on Permittee's/Applicant's PRELIMINARY Site plan, Floor plan, Elevations, as presented to the Planning Commission and or City Council. The plans are part of the standard list of conditions and are approved only as a preliminary drawing. Final construction plans will require approval from the Community Development Director. If during plan check substantial corrections are made to the approved preliminary plans from the Building and Safety Division and Fire Department, the Community Development Director may cause the project to be null/voided or resubmitted for review at the discretion of the Lead Agency.
X		C. The development shall comply with the requirements of Hawaiian Gardens Municipal Code (HGMC), and the conditions as outlined in the Standard List of Conditions, and Attachment "A". The Standard List of Conditions and Attachment "A" shall prevail over any discrepancies regarding any approved plans.
X		D. Any revisions to the approved plans must be resubmitted for review and approval by the Community Development Department, prior to the issuance of an occupancy permit, business license, or sign off of a building permit.
X		E. Within sixty (60) days of approval of this entitlement, the Permittee shall submit to the Community Development Department for review and approval three (3) copies of revised plans, similar to those identified in Condition I.B., with any amendments required by these conditions of approval included.
X		F. Approval shall not take effect for any purpose until the Applicant, Permittee, business owner(s), and/or property owner(s) have filed with the City of Hawaiian Gardens an affidavit stating that he/she/they are aware of and accept all of the conditions set forth in the letter of approval, this standard list of conditions, any additional conditions of approval, and any environmental mitigation measures. The notarized affidavit (s) shall be submitted within <b>THIRTY (30)</b> calendar days of the date of approval of this application. If the notarized affidavit is not submitted within the identified days, such entitlement shall automatically become null and void,
X		G. Approval does not relieve the Permittee, business owner(s), property owner(s), and/or unit tenants from compliance with other Federal, State, Regional, County, and/or City requirements.
X		H. Applicant/Permittee is required to hire applicable state licensed contractors to perform the job as per the approved plans using standard conventional construction methods as accepted by the industry. All contractors and subcontractors are to obtain a business license from the business license clerk. A list of contractors with contact information is to be submitted to the business license clerk for reference and file prior to the issuance of a building permit.
X		I. Applicant/Permittee shall comply with the City of Hawaiian Gardens Business License Ordinance and cooperate with the City to obtain compliance by contractors and tenants.
		J. The days and hours of operation of the business shall be limited to: Monday through Sunday



REQUIRED	DONE	
X		K. NO ISSUANCE OF A TEMPORARY PERMIT, AN OCCUPANCY PERMIT, A BUSINESS LICENSE, SIGN OFF OF A BUILDING PERMIT, OPERATION OF THE BUSINESS, OR LETTER OF PUBLIC CONVENIENCE OR NECESSITY, will be granted or allowed until ALL IMPROVEMENTS required by this approval have been completed, inspected, and approved by the appropriate departments.
X		L. Violation of any of the conditions of this permit shall be cause for the issuance of a stop work order, citation, prosecution, and/or revocation of all rights there under by the City of Hawaiian Gardens.
X		M. The City may inspect the subject site at least one time each year to review conformance with the project's conditions of approval and/or environmental mitigation measures. Findings of said investigation may be reported to the City Council for receipt and/or action.
X		N. The Community Development Department shall have full access to inspect subject establishment during all operating hours to ensure compliance with conditions of approval.
X		O. Prior to the issuance of a building permit, the Applicant/Permittee shall provide documentation that they own all the property or have control of the property, that is part of these applications or have approval from the property owner(s) of the property for the proposed use.
X		P. Prior to the submittal of an application for a grading permit, building permit, or encroachment permit, the Applicant/Permittee shall provide to the Director of Community Development three complete and final sets of construction related drawings. These drawings shall include structure design, foundation, and utility plans (to include location of any trenching and sources of utilities) and any changes made as part of these conditions of approval.
X		Q. The Community Development Director is authorized to make minor modifications to the approved concept design plans or any of the conditions of approval if such changes shall achieve substantially the same results as would strict compliance with said plans and conditions. Any conflicts between the plans and conditions of approval shall be resolved by the Community Development Director.
X		R. The property shall be developed and maintained and operated in a neat, quiet, and orderly condition and operated in a manner so as not to be detrimental to adjacent properties and occupants.
X		S. Failure to conform to the any of these conditions of approval may result in code enforcement proceedings with fines upon conviction as provided by law. For more information contact the Community Development Department at (562) 420-2641 ext. 208.
X		T. Due to the nature of the proposed use, unforeseen impacts may be created which may necessitate additional conditions of approval that could limit the activity or business. Additional conditions of approval may be imposed by the Community Development Director. Any conditions of approval imposed by the Community Development Director shall be agreed to by the project applicant/ or Owner and/or tenant(s). If no agreement is reached, the matter can be appealed to the City Council. Until such appeal, the new condition shall remain in effect until a decision is rendered by the City Council. If no agreement is reached after presentation to the City Council, the land use entitlement(s) shall be subject to a revocation hearing, where it may be determined to be null and void.
X		U. No business shall locate on the premises or attempt to conduct business without first securing a business license, approved by the Community Development Director.

REQUIRED	DONE	
X		V. All business operations conducted on the property shall not cause excessive noise, in violation of the City Noise Ordinance (Chapter 9.29). Violation of the City Noise Ordinance shall be cause for the issuance of a citation or prosecution of the responsible person or business, and/or revocation of this conditional use permit by the City of Hawaiian Gardens.
X		W. If during the term of this entitlement, there is a change in operation, fact, policy or method that would substantially alter the information given in the application, such entitlement shall be deemed terminated and a new entitlement application must be submitted to continue operation.
X		X. The Applicant/Permittee shall defend, indemnify, and hold harmless the City of Hawaiian Gardens, its agents, its officers, and employees from any claim, action, or proceeding against the City of Hawaiian Gardens or its agents, its officers, and employees to attack, set aside, void, or annul this approval.
X		Y. In the event that any claim, action, or proceeding described above is filed against the City of Hawaiian Gardens, the Applicant/Permittee shall within ten (10) days of the filing, pay to the City of Hawaiian Gardens an initial deposit of five thousand dollars (\$5,000) from which actual costs shall be billed and deducted for the purpose of defraying the expense involved with the City's cooperation in the defense, including but not limited to depositions, testimony, and other assistance to the Permittee or Permittee's counsel. The Applicant/Permittee shall also pay the below supplemental deposits, from which actual costs shall be billed and deducted.
X		Z. If during litigation, the actual costs incurred reach eight percent (80%) of the amount on deposit, the Permittee shall deposit additional funds to bring the balance up to the amount of the initial deposit (\$5,000). There is no limit on the supplemental deposits that may be required prior to completion of litigation.
X		AA. The cost for collection and duplication of records and other related documents will be paid by the Permittee.
X		BB. At the sole discretion of the Permittee, the amount of the initial and supplemental deposits may exceed the minimum amounts defined herein.
X		CC. If any provision of this entitlement is held or declared to be invalid, the entitlement permit shall be void and the privileges granted there under shall lapse.
<b>II. PLANNING DIVISION STANDARDS</b>		
X		A. Community Development Department staff shall have access to the subject property at anytime during construction or operation to monitor progress.
		B. A new six-foot high masonry wall shall be constructed along the: ___ North; ___ South; <u>X</u> East; ___ West property line (s) subject to review and approval of the Community Development Department.
X		C. No fences or walls may be built without first securing approval from the Community Development Department. Any new fence or wall will be subject to Design Review by the Community Development Department.
X		D. An enclosed refuse area shall be provided.
X		E Architectural details such as doors, window mullions, and other architectural details shall be reviewed and approved by the Community Development Department.
X		F. Applicant/Permittee shall provide address numbers for the building(s), to the specifications of the Community Development Department. Address numbers shall be installed prior to the issuance of an occupancy permit.



REQUIRED	DONE		
X		G	There shall be no permanent storage of vehicles, trailers, equipment, or personal goods within the drive aisles of this facility.
X		H	The repair and maintenance of vehicles shall be prohibited at the subject property.
X		I	No barbed wire fencing shall be allowed at the subject property.
X		J	All exterior lighting shall be shielded and directed away from adjoining uses to prevent direct illumination and/or glare.
X		K	Color palette to be submitted for approval by the Community Development Department prior to permit issuance.
X		L	A six-foot chain link fence will be allowed on the property until the conclusion of the construction.
			<b>III. PARKING/ACCESS STANDARDS</b>
X		A.	All parking spaces shall meet the requirements of the Hawaiian Gardens Municipal Code as it relates to size (width, length) aisle width, etc. Regular parking spaces shall be a minimum of 9'0" wide by 20' deep.
X		B.	The project shall provide parking spaces per the approved plans. Parking shall be required to meet ADA requirements.
X		C.	There shall be no outside storage of vehicle parts, equipment, trailers, trash or debris, supplies, equipment, or materials. There shall be no outside storage of abandoned, inoperable, or wrecked vehicles.
X		D.	Prior to the issuance of an occupancy permit or sign off of the final permit, all unused driveway aprons shall be closed to the satisfaction of the City Engineer. The driveway and sidewalk shall be constructed in accordance with LA County Public Works Standards, and thereafter maintained in good serviceable condition. As necessary, the applicant shall obtain encroachment permits from the City Engineering Division.
X		E.	All designated parking spaces shall be separated by 4-inch wide striping to show the layout of the intended parking stalls. Such striping shall be maintained in a clear, visible and orderly manner at all times.
X		F	The development shall comply with the City's Transportation Demand Ordinance as Applicable.
X		G	All Permittees subject to TDMs shall submit a monitoring agreement to the specifications of the City Attorney and Community Development Department, which shall be binding upon the Permittee with respect to the implementation of the required Trip Reduction Measures specified therein.
X		H	Prior to release of occupancy, the Community Development Director shall issue a certificate of compliance with the Trip Reduction Measures as required as applicable.
X		I	A letter from the property owner(s) authorizing parking enforcement shall be submitted prior to the issuance of a Certificate of Occupancy and/or business license.
		J	Signs shall be posted indicating no employee parking directly within the adjacent public streets.
X		K	The site shall comply with all requirements of AB 1881 as applicable.
X			<b>IV. SIGN STANDARDS</b>
X		A.	No signs of any kind or advertising shall be placed on the subject property without first obtaining approval of the City. All signs shall be developed in accordance with the Hawaiian Gardens Municipal Code (HGMC) and Title 18 of the HGMC.

REQUIRED	DONE		
		B.	The property owner(s) shall be responsible for removal of the sign (s) within five (5) days after vacation of the site by the tenant. Removal of the wall sign shall include the repair of the wall surface back to the original condition.
X		C.	The Permittee shall install and maintain the following signage. Signage shall be installed at the front entrance to the building. Signage shall be of a minimum dimension of 2'0" by 2'0", with letters a minimum of one inch (1") in height. Prior to installation of the signs, the signs and text, and proposed location shall be approved by the Community Development Department. The Community Development Department shall be contacted to inspect the property to ensure installation of the signage, prior to the issuance of a business license. a. "No Loitering permitted." b. "Maximum Occupancy of this business is (number too be determined by LACFD/HGB&S)." c. "This hotel facility is under camera/video surveillance."
X		D.	All structures, walls, and fences on the subject property shall remain free of all unapproved signs and extraneous markings or drawings. The Applicant/Permittee shall remove all unapproved signs and extraneous markings or drawings within twenty-four (24) hours of notification by the City of Hawaiian Gardens, weather permitting. Paint utilized in the covering of such markings shall be of a color that matches the color on adjacent surfaces.
		E.	There shall be no advertisement of alcoholic beverages on the exterior walls or windows of the business. No 'temporary' signs shall be displayed advertising alcoholic beverages. The placement of portable or temporary signs or banners on the property is prohibited.
X		F.	No raceway signs will be allowed. Painted wall signs, human held signs and strobe lights will not be permitted with this development.
X		G.	CUP will be required for a Master Sign Program should any proposed signs exceed code requirements.
<b>V. LANDSCAPING &amp; IRRIGATION STANDARDS</b>			
X		A.	Final landscape and irrigation plans shall be reviewed and approved by the Community Development Department prior to the issuance of a building permit. The size, species, and quantity of landscaping materials and trees shall be determined by the Community Development Director's discretionary review. A plan with soil preparation notes, tree staking, etc. shall be included in the plan.
X		B.	Plant varieties shall be as shown on approved landscaping drawings, unless changed by conditions of approval. All quantities shall be verified by actual count. Plants, including trees, shrubs, and ground cover shall have been grown in nurseries inspected by the California Department of Agriculture. Inspection and approval of plants is required. The City may reject plants, if defective or not in compliance with these standards.
X		C.	A permanent maintenance program of all landscaping shall be provided insuring regular irrigation, fertilization and weed abatement.
X		D.	All required yard areas and unpaved open areas shall be landscaped with turf, trees and shrubs and shall be maintained as necessary, with an automatic irrigation system, controlled with a timer.
X		E.	Landscape materials and irrigation systems are to be inspected by a city representative prior to final issuance of a certificate of occupancy.



REQUIRED	DONE	
X		F. The project will comply with the requirements of Chapter 13.18, related to water conservation of landscaping.
X		G. All trees shall be a minimum twenty-four (24") or thirty-six inch (36") box, as shown on the approved landscaping plans. Twenty-four inch trees shall be a minimum of 10'-0" in height. Such trees shall have a minimum average trunk diameter, measured twelve inches (12") above grade, of one and one-half inches (1 ½ "). Such trees shall have a minimum branch canopy of 5'- 0" in diameter. Thirty-six inch trees shall be a minimum of 15'-0" in height. Such trees shall have a minimum average trunk diameter, measured twelve inches (12") above grade, of two inches (2). Such trees shall have a minimum branch canopy of 7'- 6" in diameter. Documentation as to the size of these trees shall be provided during final inspection of the landscaping and irrigation system. A
X		H. If non-canopy type trees are proposed (i.e., palms, etc.) on a case by case basis sizes of these trees will be determined.
X		I. All shrubs shall be a minimum one (1) or five (5) gallons, as shown on the approved landscaping plans. Documentation as to the size of these shrubs shall be provided during final inspection of the landscaping and irrigation system
X		J. All ground covers shall, after one year, provide one hundred percent (100%) coverage.
X		K. Prior to issuance of an occupancy permit, the entire property shall be landscaped and irrigation system installed in accordance to the approved plans and approved by a representative of the Community Development Department.
X		L. The Permittee's Landscaping Contractor shall maintain all landscaping for a minimum of ninety (90) days. This period shall start at the sign off of the landscaping by the Community Development Department.
X		M. All trees of 24-inch size or larger, to include palms, shall be guaranteed for one (1) year. Guarantee period shall start on date the Permittee's Landscaping Contractor is relieved of maintenance responsibility.
X		N. All plants that show signs of failure to grow due to improper maintenance, injury or damage from any cause, including vandalism, so as to render them unsuitable for the purposes shall be immediately replaced.
X		O. The landscape plan shall be designed and implemented to achieve an immediate effect. Prior to Certificate of Occupancy, the landscape installation shall be inspected by the Community Development Department to determine if additional landscaping is required.
<b>VI. PROPERTY MAINTENANCE STANDARDS</b>		
X		A. The Applicant/Permittee shall maintain, and upgrade as necessary, the property as required by the City Zoning, Health, Building and Fire Codes.
X		B. The Applicant/Permittee, and/or subsequent owners of the subject property shall paint the building on an as-needed basis, and not less than every five years. Colors shall be subject to the approval of the Community Development Department.
		C. The Applicant/Permittee shall provide one (1) licensed uniformed security guard (s) during the hours of 10:00 P.M. to 2:00AM if determined necessary by the Director of Community Development. The guards shall be required to patrol all public areas in the immediate vicinity and all off-street parking facilities used by patrons of the business. In addition the applicant shall provide for 24 hour video surveillance.
X		D. There shall be no outside display of goods being sold without obtaining the necessary approvals from the City of Hawaiian Gardens.

REQUIRED	DONE	
X		E. There shall be no loitering at the property.
X		F. The Applicant/Permittee shall maintain the property in a neat and orderly fashion. The Applicant/Permittee shall maintain the property free of litter, trash, debris, and junk. All graffiti, etching, or other acts of vandalism shall be removed from the site within 24hrs.
X		G. All trash areas shall be screened, secured and maintained in a sanitary condition and all business owners shall take appropriate measures to prevent prohibited or undesirable activities including but not limited to, scavenging, excessive accumulation of refuse, and allowing any portion of the property to become a breeding ground for flies, wild rodents or pests. Trash storage areas shall be designated and bins shall be maintained within the designated areas.
X		H. No outside cleaning of floor mats from inside the building or other items will be permitted on the site.
		<b>VII. ALCOHOLIC BEVERAGE STANDARDS</b>
X		A. No alcoholic beverages shall be sold for off-site or onsite consumption without approval of a Conditional Use Permit.
X		B. There shall be no live entertainment, dancing, coin-operated amusement devices (i.e., video games, etc.), pool tables, or similar devices or activities on the premises at any time.
		C. The subject property shall not contain a bar, or the establishment of any area for the consumption of alcoholic beverages.
		D. There shall be no advertisement of alcoholic beverages on the exterior walls or windows of the business. No 'temporary' signs shall be displayed advertising alcoholic beverages. The placement of portable or temporary signs or banners on the property is prohibited.
		<b>VIII. BUILDING &amp; SAFETY DIVISION STANDARDS</b>
X		A. Any construction related permits (i.e., Demolition, Grading, Building, Electrical, Plumbing, Mechanical, etc.), if needed, will not be issued in connection with any project until such time as all plan check fees, school fees, and all other applicable fees are paid in full.
X		B. The hours of construction shall be limited from 7:00 a.m. to 7:00 p.m. Monday - Friday and 9:00 a.m. to 5:00 p.m. Saturday. No construction shall be permitted on Sunday and City Observed Holidays. All stationary construction noise sources shall be sheltered or enclosed to minimize adverse effects on nearby residential uses. Generators and pneumatic compressors shall be noise protected in a manner that will minimize noise on adjacent residences.
X		C. All roof top appurtenances and equipment shall be adequately screened from view to the satisfaction of the Community Development Department.
X		D. Prior to issuance of an occupancy permit, all restrooms, and other water consuming uses shall be provided with water conservation fixtures such as low-flush toilets and low-flow faucets. The water heater and lines shall be insulated.
X		E. No new utility meters, service points, or mechanical equipment, trash cans, or other exterior mechanical equipment shall be placed in view of the public right-of-way.
X		F. Design, engineering, and construction of any building shall be in conformance with the Uniform Building Code and the Building Codes of the City of Hawaiian Gardens.



REQUIRED	DONE	
X		G. The Applicant/Permittee shall pay all fees and charges in place related to report review and implementation, plan checking, and any field inspections.
X		H. If, during the construction of this project, ANY driveway, driveway apron, sidewalk, or the half-street in front of the subject property is damaged, then the applicant shall replace/repair to the satisfaction of the City Engineer.
<b>IX. ENGINEERING DIVISION STANDARDS</b>		
X		A. The property shall be graded to drain to the street or approved easement, but in no case shall such drainage be allowed to sheet flow across the public sidewalk. A grading and/or drainage plan shall be submitted to and approved by the Building Official/City Engineer, and such grading and drainage shall take place in accordance with such approved plan.
X		C. The Applicant/Permittee shall dedicate street easements, storm drain easements, public utility easements, sewer easements, bikeway easement or other identified easement to the satisfaction of the City Engineer. The Applicant/Permittee shall hire a Civil Engineer or Land Surveyor to prepare the legal description for the easement to be dedicated and shall the use the forms provided by the City.
X		C Water service facilities, including appropriate backflow prevention devices, shall be installed to the satisfaction of the City Engineer.
X		D Sanitary sewer facilities shall be installed to the satisfaction of the City Engineer.
X		E The Applicant/Permittee shall provide the City with a Backflow Device Test Form, filled out by the licensed tester before any final permits are released.
		F Prior to permit issuance the Applicant/Permittee shall submit for City approval a lot tie agreement to be rescored with the County of Los Angeles, to hold the properties as one.
X		G Grading and drainage plans must be approved to provide for contributory drainage from adjoining properties as approved by the City Engineer, including dedication of the necessary easements. A grading and drainage plan must be provided for this property to have an independent drainage system to the public street, to a public drainage facility, or by means of an approved drainage easement. Historical or existing storm water flow from adjacent lots must be received and directed by gravity to the street, a public drainage facility, or an approved drainage easement.
X		H A new drive approaches on Hawaiian Avenue shall be constructed. Drive approaches shall be at least 24' wide. Existing, but unused drive approaches on Hawaiian Avenue shall be closed with full curb, gutter and sidewalk. All curb, gutter and sidewalk along Hawaiian Avenue shall be demolished and reconstructed to the satisfaction of the City Engineer. Stamped decorative concrete shall be used. Color to be selected by Community Development Director.
X		I The Applicant/Permittee shall resurface the half street or more in front of the project after all utility cuts have been made and the back-fill compaction reports have been submitted and approved by the City of Hawaiian Gardens. If one or more utility trenches extend past the centerline of the street, the resurfacing shall be extended to cover this excavation beyond centerline.
X		J The Applicant/Permittee shall comply with the National Pollutant Discharge Elimination System (NPDES), the requirements of the Regional Water Quality Control Board, and the City of Hawaiian Gardens.
X		K The Applicant/Permittee shall pay all fees and charges in place related to report review and implementation, plan checking, and any field inspections.

REQUIRED	DONE		
X		L	The Applicant/Permittee shall provide a drainage plan for review and approval by the City Engineer. The plan must provide for the elimination of any sheet flows or ponding, provide for contributory drainage from adjacent properties, and provide for proper distribution of drainage. Any changes that occur between the time of the approval of the final map and issuance of a building permit must be incorporated into the drainage plan.
X		M	Drainage across public right-of-way is prohibited. Drainage devices in public right-of-way shall be approved by City Engineer.
X		N	The plans shall be checked and stamped for approval by the city engineering Division before building permits are issued. Project must comply with all Public Works requirements. All Public Works notes and corrections must be printed on the plan, and all requirements must be completed per the approved plans prior to the issuance of a building final.
X		O	Specific decorative concrete and other improvements within the public right-of-way shall be required and subject to approval of the City engineer.
			<b>X. UTILITIES, GRADING AND CONSTRUCTION STANDARDS</b>
X		A.	Exterior lighting fixtures shall be installed to provide ample security and safety lighting. Lighting shall be installed prior to the issuance of an occupancy permit. All lighting fixtures shall be controlled by a timer or clock and adjusted as needed as the seasons change.
X		B.	Easements for the following underground utilities shall be provided: Water <u>X</u> ; Sewer <u>X</u> ; Storm Drain <u>X</u> ; Others, as specified Cable <u>X</u> ; Electric <u>X</u> .
X		C.	All utilities shall be placed underground including facilities and wires for the supply and distribution of electrical energy, telephone, cable, etc. Antennas and satellite dishes shall be screened to the satisfaction of the Community Development Director.
X		D.	Applicant/Permittee shall provide for installation of cable television conduits and facilities to the satisfaction of the City Administrator or designee.
X		E.	No finals will be given until all as-built site improvement plans have been submitted to the Public Works Division.
X		F.	All un-necessary utility poles shall be removed from the property, to the satisfaction of the Community Development Director.
X		G.	Prior to the issuance of a building permit, the applicant shall submit a utility plan outlining the existing public utilities in the project area and identifying areas that are substandard to support the development of the project. Areas of concern include, but are not limited to street lighting, fire service (hydrants, mains), and sewage disposal. The utility plan shall be submitted for review and approval by the City Engineer. The plan must provide for the elimination of any substandard utilities that may serve the site. All utilities shall be placed underground. The cost of any required utility upgrades shall be the responsibility of the applicant.
		H.	During construction, the Applicant/Permittee will remove the existing asphalt and repave the entire parking to the satisfaction of the Community Development Department. Thereafter the property will be slurry sealed and re-stripped every four (4) years, or as needed.
X		I.	The cost of off-site improvements required as a result of the subject proposal shall be the responsibility of the applicant and/or permittee.



REQUIRED	DONE		
X		J.	A Traffic Management and Construction Plan shall be submitted in conjunction with any construction and other building plans, to be approved by the Sheriff's and Public Works Departments prior to issuance of building permits. The plans shall provide for the management of all construction related traffic during all phases of construction, including but not limited to delivery of materials and parking of construction related equipment.
X		K.	During the demolition and construction phases of development, a daily clean-up program for all areas affected by the project shall occur, including the pickup of all debris (utilizing an approved trash dumpster or other trash control method) at day's end and the sweeping and continued watering down of the site to assist in mitigating the movement of dirt and dust upon adjoining properties.
			<b>XI. FIRE DEPARTMENT STANDARDS</b>
X		A.	Applicant/Permittee and property owner(s) shall obtain Fire Department inspection and approval prior to the issuance of an occupancy permit or business license. Any conditions imposed by the Fire Department shall become a requirement of this entitlement.
X		B.	Occupancy shall not exceed those limits established by the Building and Safety Division and/or Fire Department.
X		C.	A set of construction drawings approved by the Building and Safety Division must be on file with the Fire Department prior to issuance of any building permits.
X		D.	The required on-site minimum fire flow shall be installed and made available to the satisfaction of the Fire Chief and City Engineer prior to storage or construction involving combustible materials.
X		E.	Fire sprinkler system hook-ups and post indicator/OS & Y valves must be approved by the Fire Department.
X		F.	Fire lanes shall be provided and serviceable. Fire lanes shall be constructed to support the imposed loads of fire apparatus, with all-weather driving surfaces. No motor vehicles shall be parked in the property's driveways or drive aisles or otherwise block access by emergency vehicles.
X		G.	A uniform access system (i.e., Knox box) shall be provided to permit access to the subject property by safety personnel (i.e., Los Angeles County Fire Department, Los Angeles County Sheriff's Department, etc.). Location and type of system shall be coordinated through these agencies.
X		H.	The fire flows should be performed, and upgrades identified on the map prior to map recordation.
			<b>XII. PUBLIC SAFETY STANDARDS</b>
		A.	The Applicant/Permittee shall maintain an unobstructed view through the front windows of the business. No window tinting shall be applied to the windows.
X		B.	The Applicant/Permittee and Property Owner(s) shall maintain adequate lighting for the adjacent parking lot. All parking lot lighting shall be directed toward the parking lot pavement and not at adjacent properties or uses.
		C.	The front door shall remain open, unlocked and unobstructed during business hours.
X		D.	For the safety of the customers and others at the proposed development, the Applicant/Permittee shall establish a camera/video surveillance system acceptable and accessible by the Community Development Department and the Los Angeles County Sheriff's Department. The surveillance system shall be installed prior to the issuance of a business license.

REQUIRED	DONE	
X		E. The Applicant/Permittee shall provide sufficient security measures to effectively regulate interior and exterior loitering or lingering, parking lot congestion, disturbing noise and light, loud conversations and criminal activities.
X		F. A security system may be installed as long as it does not create any impact to the surrounding properties. Any alarm system that is audible shall be prohibited.
		<b>XIII. ENVIRONMENTAL STANDARDS</b>
X		A. All environmental mitigation measures adopted in connection with the following applications shall be incorporated into the design and operation of the property:
X		B. The project shall comply with SCAQMD regulations relating to fugitive dust control, building construction, and mechanical equipment.
X		C. Prior to issuance of an occupancy permit, the Community Development Director shall issue a certification of compliance with the approved monitoring program.
X		D. All new businesses must contact the Southern California Air Quality Management District (SCAQMD) and/or Los Angeles County Fire Department (Hazardous Materials) for information relative to their business. Verification of permits or a letter of exemption must be submitted to the Community Development Department prior to occupancy or issuance of a business license.
		E. Permittee and all property tenants shall be required to establish a waste reduction and recycling plan to help reduce the municipal waste stream. The plan shall be submitted to the Community Development Department for review and approval prior to occupancy of any suite in the building. A progress report shall be submitted on a quarterly basis. The plan shall include reduction of both hazardous and non-hazardous materials.
X		F. This project could generate a sufficient amount of demolition and construction waste. In order to comply with the California Integrated Waste management Act (AB 939), the Permittee and/or property owner (s) shall develop and implement a Job Site Recycling and Waste Reduction Plan, to ensure that solid waste generated are reduced, recycled and reused. Prior to the issuance of a construction related permit (i.e., Demolition, Grading, Building, Electrical, Plumbing, Mechanical, etc.), the Permittee and/or property owner(s) shall comply with the requirements of Chapter 6.14 (Construction and Demolition Recycling) of HGMC, as it relates to construction materials reduction, recycling and recycled.
X		G. Should unknown cultural resources be found during excavation activities at the site, all ground disturbance activities shall be halted and a mitigation plan shall be developed in accordance with Section 21083.2 of CEQA and Section 15064.5 of the CEQA Guidelines. Mitigation shall include photographing, recordation, collection, archival of collected materials, capping of the site, or other appropriate measures.
X		H. If human remains are encountered during excavation activities at the site, all work shall halt, and the County Coroner shall be notified (Section 5097.98 of the Public Resources Code). The Coroner will determine whether the remains are of forensic interest. If the Coroner determines that the remains are prehistoric, he/she will contact the Native American Heritage Commission (NAHC). The NAHC will be responsible for designating the most likely descendent (MLD), who will be responsible for the ultimate disposition of the remains, as required by Section 7050.5 of the California Health and Safety Code. The MLD will make his/her recommendation within 24 hours of their notification by the NAHC. This recommendation may include scientific removal or non-destructive analysis of the human remains and any items associated with Native American burials (Section 70580.5 of the Health and Safety Code).



REQUIRED	DONE	
X		I. The project shall be constructed in accordance with the California Building Code, the City's building standards, and other pertinent building regulations.
X		J. Hazardous materials use, storage, and disposal during demolition and construction activities for the project shall comply with applicable federal, state, and local regulations.
X		K. Any work within the public right-of-way shall be conducted in accordance with Standard Specifications for Public Works Construction (Greenbook) and City regulations.
X		L. Demolition and construction activities shall be conducted during the City's Construction time limits (7Am to 7PM on weekdays and 9AM to 5PM on Saturdays), with no construction on Sundays and holidays.
X		M. In accordance with the National Pollutant Discharge Elimination System (NPDES) program, best management practices (BMPs) shall be implemented during demolition and construction activities to reduce pollutants in the storm water and prevent violation of water quality standards or waste discharge requirements. A Storm water Pollution Plan (SWPP) shall be prepared for the project and the project shall implement construction BMPs, such as erosion and sediment control measures, wind erosion control and tracking control measures, waste management and non-storm water management measures.

Failure to conform to approved conditions or an adopted monitoring program may result in any of the following actions as otherwise provided by law: stop order; code enforcement proceedings, with fines upon conviction as provided by law; revocation of conditional use permit or variance approval as provided by law; and other actions as provided in the Hawaiian Gardens Municipal Code, applicable state and federal statutes. For more information, contact the Community Development Department at (562) 420-2641.

## ATTACHMENT "C"

### Mitigation Monitoring and Reporting Program Initial Study/Mitigated Negative Declaration Holiday Inn Express Suites Project

*Prepared for:*

**City of Hawaiian Gardens**  
21815 Pioneer Boulevard  
Hawaiian Gardens, California 90716  
*Contact: Kevin M. Nguyen*

*Prepared by:*

**DUDEK**  
605 Third Street  
Encinitas, California 92024  
*Contact: Collin Ramsey, Senior Project Manager*

APRIL 2020



# Table of Contents

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<u>SECTION</u>	<u>PAGE NO.</u>
1 INTRODUCTION.....	1
2 MITIGATION MONITORING AND REPORTING PROGRAM .....	2

## TABLES

Table 1. Mitigation Monitoring and Reporting Program Checklist .....	2
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# 1 Introduction

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The California Environmental Quality Act (CEQA) requires that a public agency adopting a Mitigated Negative Declaration (MND) take affirmative steps to determine that approved mitigation measures are implemented after project approval. The lead or responsible agency must adopt a reporting and monitoring program for the mitigation measures incorporated into a project or included as conditions of approval. The program must be designed to ensure compliance with the MND during project implementation (California Public Resources Code, Section 21081.6(a)(1)).

This Mitigation Monitoring and Reporting Program (MMRP) will be used by the City of Hawaiian Gardens (City) to ensure compliance with adopted mitigation measures identified in the MND for the proposed Holiday Inn Express Suites Project (project) when construction begins. The City, as the lead agency, will be responsible for ensuring that all mitigation measures are carried out. Implementation of the mitigation measures would reduce impacts to below a level of significance for cultural resources, geology and soils, noise, and tribal cultural resources.

The remainder of this MMRP consists of a table that identifies the mitigation measures by resource for each project component. Table 1 identifies the mitigation monitoring and reporting requirements, list of mitigation measures, party responsible for implementing mitigation measures, timing for implementation of mitigation measures, agency responsible for monitoring of implementation, and date of completion. With the MND and related documents, this MMRP will be kept on file at the following location:

City of Hawaiian Gardens  
21815 Pioneer Boulevard  
Hawaiian Gardens, California 90716

# 2 Mitigation Monitoring and Reporting Program

Table 1. Mitigation Monitoring and Reporting Program Checklist

Number	Mitigation Measures	Party Responsible for Coordinating Implementation	Time Frame for Implementation			Completed		Comments
			Pre-Const	During Const	Post Const	Initials	Date	
<b>Cultural Resources</b>								
MM-CUL-1	<p>In consultation with the Gabrieleno Band of Mission Indians-Kizh Nation Tribal Government, the project applicant shall compensate via a Native American Monitoring Service Agreement for the services of a Tribal monitor who is both approved by Gabrieleno Band of Mission Indians-Kizh Nation Tribal Government and is listed under the NAHC's Tribal Contact list for the project area. The Tribal monitor shall only be present on the project site during the construction phases involving ground disturbance, which may include but are not limited to pavement removal, pot-holing or auguring, grubbing, tree removals, boring, grading, excavation, drilling, and trenching.</p> <p>The Tribal monitor shall complete daily monitoring logs that provide descriptions of the day's activities, including construction activities, locations, soil, and any cultural materials identified. The on-site Tribal monitoring shall end when ground disturbing activities are completed, or when the Tribal monitor has indicated that the project site has a low potential for impacting archaeological and Tribal resources.</p>	City of Hawaiian Gardens, Planning Division		X				
MM-CUL-2	<p>If any archaeological or Tribal resources are discovered during ground disturbing activities, construction activity shall cease in the immediate vicinity of the find until the find can be assessed. All archaeological resources unearthed by construction activities shall be evaluated by the Tribal monitor and a qualified archaeologist meeting the Secretary of the Interior's Professional Qualification Standards. If the find is Native American in origin, the Gabrieleno Band of Mission Indians-Kizh Nation shall coordinate with the landowner regarding treatment and curation. Costs associated with</p>	City of Hawaiian Gardens, Planning Division		X				



HOLIDAY INN EXPRESS SUITES PROJECT  
 INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Number	Mitigation Measures	Party Responsible for Confirming Implementation	Time Frame for Implementation			Completed		Comments
			Pre-Const.	During Const.	Post-Const.	Initials	Date	
	<p>treatment and curation shall be burdened by the project applicant/developer, unless otherwise specified by the Tribe.</p> <p>Construction activities may continue on other parts of the project site while evaluation and, if necessary, mitigation, occurs. If the find is determined to constitute a historic resource or unique archaeological resource, time allotment and funding sufficient to allow for implementation of avoidance measures shall be made available. A treatment plan shall be prepared by the applicant/developer's qualified consultant under the guidance of the Gabrieleno Band of Mission Indians-Kizh Nation for the resource(s) in accordance with CEQA Guidelines Section 15064.5(f) and/or Public Resources Code Sections 21083.2(b).</p> <p>Preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation or archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the material. If no institution accepts the archaeological material, the material shall be offered to a local school or historical society.</p>							
MM-CUL-3	<p>In addition to the requirements established in California Health and Safety Code Section 7050.5 and California Public Resources Code Section 5097.98, if human remains or funerary objects are uncovered during ground-disturbing activities, the Tribal monitor shall immediately divert work to a minimum of 150 feet from the discovery and place an exclusion zone around the burial. The Tribal monitor shall then notify the Gabrieleno Band of Mission Indians-Kizh Nation, a qualified archaeologist, and the construction manager who will call the County Coroner. Construction activities shall continue to be diverted while the Coroner determines whether the</p>	City of Hawaiian Gardens, Planning Division		X				

HOLIDAY INN EXPRESS SUITES PROJECT  
 INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Number	Mitigation Measures	Party Responsible for Confirming Implementation	Time Frame for Implementation			Completed		Comments
			Pre-Const.	During Const.	Post-Const.	Initials	Date	
	<p>remains are Native American. The discovery shall be confidential and secure to further disturbance. If the discovery is determined to be Native American, the Corner shall notify the Native American Heritage Commission (NAHC) as mandated by state law, who shall then appoint a Most Likely Descendent (MLD).</p> <p>If the Gabrieleno Band of Mission Indians-Kizh Nation is designated as the MLD, treatment measures in accordance with Tribal practices and customs shall be implemented. Treatment measures may include the land owner arranging for a designated on-site location for the respectful reburial of the human remains and/or ceremonial objects. If the discovered human remains cannot be fully documented and recovered on the same day, the remains shall be covered with muslin cloth and a steel plate that can only be moved by heavy equipment. If a steel plate is not available, a guard shall be posted on-site during all non-working hours.</p> <p>Each occurrence of human remains and associated funerary objects shall be stored using opaque cloth bags. All human remains, funerary objects, sacred objects, and objects of cultural patrimony shall be removed to a secure container on-site. These items shall be retained and reburied within six months of recovery. The site of reburial/repatriation shall be on the project site but at an on-site location agreed upon between the Gabrieleno Band of Mission Indians-Kizh Nation and landowner between in an area that shall be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered.</p> <p>If it is determined by the Gabrieleno Band of Mission Indians-Kizh Nation the burial must be removed from the Project site, the Tribe shall work with the qualified archaeologist to ensure that the excavation is treated carefully, ethically, and respectfully. If data recovery is approved by the Tribe, documentation shall be taken that</p>							



HOLIDAY INN EXPRESS SUITES PROJECT  
 INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Number	Mitigation Measures	Party Responsible for Confirming Implementation	Time Frame for Implementation			Completed		Comments
			Pre-Const.	During Const.	Post-Const.	Initials	Date	
	includes, at a minimum, detailed descriptive notes and sketches. Additional types of documentation may be approved by the Tribe for data recovery purposes. Cremations shall either be removed in bulk or by other means, as necessary, to ensure complete recovery of all material. If discovery of human remains includes four or more burials, the location shall be considered a cemetery and a separate treatment plan shall be prepared. Once complete, a final report of all activities shall be submitted to the Tribe and NAHC. The Tribe shall not authorize scientific study or use of invasive diagnostics on human remains.							
<i>Geology and Soils</i>								
MM-GEO-1	If excavations reach depths below human-transported fill materials, a qualified paleontologist meeting the Society of Vertebrate Paleontologists (SVP) (2010) standards should be retained to determine when and where paleontological monitoring is warranted. The qualified paleontologist or a qualified paleontological monitor meeting the SVP (2010) standards under the direction of the qualified paleontologist shall conduct the paleontological monitoring. If the sediments are determined by the qualified paleontologist to be too young or too coarse-grained to likely preserve paleontological resources, the qualified paleontologist can reduce or terminate monitoring per the SVP (2010) guidelines and based on the excavations remaining for the project.	City of Hawaiian Gardens, Planning Division		X				
<i>Noise</i>								
MM-NOI-1	The following guidelines shall be implemented to reduce noise impacts to sensitive receivers during construction of the project: <ul style="list-style-type: none"> <li>Noise-generating construction activities (which may include preparation for construction work) shall be not occur on weekdays and Saturdays between 7:00 p.m. and 7:00 a.m., and shall not occur on Sundays or on federal holidays.</li> </ul>	City of Hawaiian Gardens, Planning Division  City of Hawaiian Gardens, Building and Safety Division	X	X				

HOLIDAY INN EXPRESS SUITES PROJECT  
 INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Number	Mitigation Measures	Party Responsible for Confirming Implementation	Time Frame for Implementation			Completed		Comments
			Pre-Const	During Const	Post-Const	Initials	Date	
	<ul style="list-style-type: none"> <li>All construction equipment powered by internal combustion engines shall be properly muffled and maintained. No internal combustion engine shall be operated on the site without a muffler. All diesel equipment shall be operated with closed engine doors and shall be equipped with factory recommended mufflers. Unnecessary idling of internal combustion engines shall be prohibited.</li> <li>Prior to the commencement of construction, a temporary construction noise barrier shall be erected along the project site's entire eastern boundary. The barrier shall be seven to eight feet in height, have a surface density of at least four pounds per square foot<sup>1</sup>, and be free of openings, gaps and cracks (with the exception of expansion joints), including at the base of the barrier.</li> <li>Air compressors and generators used for construction shall be surrounded by temporary acoustical shelters. Whenever feasible, electrical power shall be used to run air compressors and similar power tools.</li> <li>Stationary equipment shall be placed so as to maintain the greatest possible distance to the sensitive use structures.</li> <li>Construction hours, allowable workdays, and the phone number of the job superintendent shall be clearly posted at all construction entrances to allow surrounding property owners to contact the job superintendent if necessary. In the event the City receives a complaint, appropriate</li> </ul>							

<sup>1</sup> Or alternatively have a certified Sound Transmission Class (STC) rating of 30 dB or greater.



HOLIDAY INN EXPRESS SUITES PROJECT  
 INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Number	Mitigation Measures	Party Responsible for Continuing Implementation	Time Frame for Implementation			Completed		Comments
			Pre-Const.	During Const.	Post-Const.	Initials	Date	
	corrective actions shall be implemented and a report of the action provided to the reporting party.							
MM-NOI-2	Because HVAC equipment and other mechanical equipment can generate noise that could affect surrounding sensitive receptors and because the details, specifications, and locations of this equipment is not yet known, the project applicant shall retain an acoustical specialist to review project construction-level plans to ensure that the equipment specifications and plans for HVAC and other outdoor mechanical equipment incorporate measures, such as the specification of quieter equipment or provision of acoustical enclosures, will comply with relevant noise standards at nearby noise-sensitive land uses (e.g., residential). Prior to the commencement of construction, the acoustical specialist shall certify in writing to the City that the equipment specifications and plans incorporate measures that will achieve the relevant noise limits.	City of Hawaiian Gardens, Planning Division  City of Hawaiian Gardens, Building and Safety Division	X					
MM-NOI-3	Prior to certificate of occupancy, signs shall be posted at the planned pool and patio areas prohibiting noisy activities between the hours of 10:00 p.m. and 7:00 a.m.	City of Hawaiian Gardens, Building and Safety Division			X			
<i>Tribal Cultural Resources</i>								
MM-CUL-1 through MM-CUL-3	See Mitigation Measures for Cultural Resource, above.	City of Hawaiian Gardens, Planning Division		X				

## **ATTACHMENT "D"**

Initial Study/Mitigated Negative Declaration



# DRAFT

## Initial Study and Mitigated Negative Declaration Containing Environmental Impact Analysis for the Holiday Inn Express Suites Project

*Prepared for:*

**City of Hawaiian Gardens**  
Community Development Department  
21815 Pioneer Boulevard  
Hawaiian Gardens, California 90716  
*Contact: Kevin M. Nguyen, Associate Planner*

*Prepared by:*

**DUDEK**  
605 Third Street  
Encinitas, California 92024  
*Contact: Collin Ramsey, Senior Project Manager*

# MARCH 2020





# Table of Contents

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<u>SECTION</u>	<u>PAGE NO.</u>
ACRONYMS AND ABBREVIATIONS.....	ii
<b>1 INTRODUCTION.....</b>	<b>1</b>
1.1 Project Overview.....	1
1.2 California Environmental Quality Act Compliance.....	1
1.3 Public Review Process.....	1
<b>2 PROJECT DESCRIPTION.....</b>	<b>3</b>
2.1 Project Location.....	3
2.2 Environmental Setting.....	3
2.3 Project Characteristics.....	4
2.3.1 Project Description.....	4
2.3.2 Project Construction and Scheduling.....	5
2.4 Project Approvals.....	5
<b>3 INITIAL STUDY CHECKLIST.....</b>	<b>7</b>
3.1 Aesthetics.....	11
3.2 Agriculture and Forestry Resources.....	16
3.3 Air Quality.....	18
3.4 Biological Resources.....	28
3.5 Cultural Resources.....	31
3.6 Energy.....	35
3.7 Geology and Soils.....	41
3.8 Greenhouse Gas Emissions.....	46
3.9 Hazards and Hazardous Materials.....	55
3.10 Hydrology and Water Quality.....	59
3.11 Land Use and Planning.....	64
3.12 Mineral Resources.....	66
3.13 Noise.....	67
3.14 Population and Housing.....	74
3.15 Public Services.....	76
3.16 Recreation.....	78
3.17 Transportation.....	79
3.18 Tribal Cultural Resources.....	87
3.19 Utilities and Service Systems.....	89
3.20 Wildfire.....	93
3.21 Mandatory Findings of Significance.....	96

4 REFERENCES AND PREPARERS.....99  
 4.1 References Cited ..... 99  
 4.2 List of Preparers ..... 102

**APPENDICES**

A CalEEMod Output Files  
 B Noise Assessment Technical Report  
 C Traffic Impact Analysis

**FIGURES**

1 Project Location ..... 103  
 2 Site Plan..... 105  
 3 Land Use Designation..... 107  
 4 Zoning Designation ..... 109  
 5 East and West Building Elevations ..... 111  
 6 North and South Building Elevations ..... 113  
 7 Existing Conditions – Project Site ..... 115  
 8 Existing Conditions – Surroundin g Area ..... 117

**TABLES**

1 Tentative Project Construction Timeline .....5  
 2 Consistency with Zoning Ordinance ..... 12  
 3 Estimated Maximum Daily Construction Criteria Air Pollutant Emissions ..... 21  
 4 Estimated Maximum Daily Operation Criteria Air Pollutant Emissions ..... 23  
 5 Localized Significance Thresholds Analysis for Project Construction ..... 24  
 6 Construction Equipment Diesel Demand (Off-Road Equipment) ..... 37  
 7 Construction Worker Gasoline Demand ..... 37  
 8 Construction Vendor Diesel Demand..... 37  
 9 Construction Haul Truck Diesel Demand..... 38  
 10 Annual Mobile Source Gasoline Demand ..... 39  
 11 Annual Mobile Source Diesel Demand ..... 40  
 12 Estimated Annual Construction Greenhouse Gas Emissions..... 46  
 13 Estimated Annual Operation Greenhouse Gas Emissions ..... 48  
 14 Proposed Project Consistency with Scoping Plan Greenhouse Gas Emission  
 Reduction Strategies ..... 50  
 15 Consistency with Land Use Element Goals and Policies ..... 65  
 16 Measured Short-Term Sound Levels and Traffic Counts ..... 68



17 Construction Equipment by Phase..... 69

18 Construction Noise Analysis Summary ..... 70

19 Traffic Noise Modeling Results..... 72

20 Employment Growth for the City of Hawaiian Gardens..... 75

21 Hotel – Trip Generation Summary ..... 82

22 Existing 2019 LOS at Study Area Intersections ..... 83

23 Trip Generation by Related Projects ..... 83

24 2021 Pre-project Future Conditions Level of Service Summary ..... 84

25 Future 2021 Level of Service Summary with Project ..... 84

26 Future 2021 Level of Service Summary with and Without Project..... 85

27 Multiple-Dry Years Supply and Demand Comparison..... 91

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# Acronyms and Abbreviations

Acronym/Abbreviation	Definition
AB	Assembly Bill
AQMP	Air Quality Management Plan
BMPs	best management practices
BUG	backlight, uplight, and glare
CAAQS	California Ambient Air Quality Standards
CAL FIRE	California Department of Forestry and Fire Protection
Cal/OSHA	California Occupational Health and Safety Administration
Caltrans	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
City	City of Hawaiian Gardens
CMP	Congestion Management Program
CNEL	community noise equivalent level
CO	carbon monoxide
CO <sub>2</sub>	carbon dioxide
CO <sub>2e</sub>	carbon dioxide equivalent
County	County of Los Angeles
dB	decibel
dBA	A-weighted decibel
EIR	Environmental Impact Report
EO	Executive Order
FHSZ	fire hazard severity zones
GHG	greenhouse gas
HVAC	heating, ventilation, and air conditioning
I-	Interstate
IS	Initial Study
LACFD	Los Angeles County Fire Department
LBWRP	Long Beach Water Reclamation Plant
L <sub>eq</sub>	equivalent sound level
LASD	Lakewood Sheriff Department
LID	Low Impact Development
LOS	Level of service
LST	localized significance threshold
MLD	most likely descendant
MM-	Mitigation Measure
MND	Mitigated Negative Declaration
MRZ	Mineral Resource Zone
MT	metric ton
NAAQS	National Ambient Air Quality Standards
NAHC	Native American Heritage Commission
NO <sub>2</sub>	nitrogen dioxide
NPDES	National Pollutant Discharge Elimination System
O <sub>3</sub>	ozone



Acronym/Abbreviation	Definition
PM <sub>10</sub>	particulate matter less than or equal to 10 microns in diameter
PM <sub>2.5</sub>	particulate matter less than or equal to 2.5 microns in diameter
RCNM	Roadway Construction Noise Model
RTP	Regional Transportation Plan
RTP/SCS	Regional Transportation Plan/Sustainable Community Strategies
RWQCB	Regional Water Quality Control Board
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCE	Southern California Edison
SCS	Sustainable Communities Strategy
SR-	State Route
SWPPP	Storm Water Pollution Prevention Plan
SVP	Society of Vertebrate Paleontologists
TAC	toxic air contaminant
VOC	volatile organic compound

# 1 Introduction

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## 1.1 Project Overview

The project site consists of a 1.25-acre vacant site located at the northeast corner of Norwalk Boulevard and 226th Street in the southern portion of the City of Hawaiian Gardens (City; see Figure 1, Project Location). The project involves the construction of a four-story, 42,164-square-foot, 71-unit hotel with a bar and lounge and surface parking lot (project or proposed project) (see Figure 2. Site Plan). The project will have a maximum height of 53 feet.

## 1.2 California Environmental Quality Act Compliance

The City is the lead agency responsible for the review and approval of the proposed project under California Environmental Quality Act (CEQA, Public Resources Code Section 21000 et seq.). The City prepared an Initial Study (IS) to determine whether the project may have a significant effect on the environment. Based on the findings of the (IS), the City has made the determination that any potential significant effects on the environment can be mitigated to a point where clearly no significant effect on the environment would occur, and therefore a Mitigated Negative Declaration (MND) is the appropriate environmental document to be prepared in compliance with .Public Resources Code Section 21064.

This draft IS/MND has been prepared by the City as lead agency and is in conformance with Section 15070(a), of the State CEQA Guidelines set forth in Title 14 of the California Code of Regulations (14 CCR 15000 et seq.). The purpose of the MND and the IS Checklist is to identify any potentially significant impacts associated with the proposed project and to incorporate mitigation measures into the project design, as necessary, eliminate those effects or to reduce them to a less than significant level.

## 1.3 Public Review Process

In accordance with CEQA, a good-faith effort has been made during the preparation of this IS/MND to contact affected agencies, organizations, and persons who may have an interest in this project.

A copy of the draft IS/MND and related documents are available for review at the City Community Development Department (see address as follows) between the hours 8:00 a.m. and 5:00 p.m. Monday through Thursday:

City of Hawaiian Gardens  
21815 Pioneer Boulevard  
Hawaiian Gardens, California 90716

HOLIDAY INN EXPRESS SUITES PROJECT

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A copy of the draft IS/MND and related documents is also available for review at the Hawaiian Gardens Library (see address as follows) during standard library hours:

Hawaiian Gardens Library  
11940 Carson Street  
Hawaiian Gardens, California 90716

In addition to the locations listed above, the document is available on the City's website:

<https://www.hgcity.org/hg/>

In accordance with Section 15072(a) of the CEQA Guidelines, written comments on the IS/MND will be accepted during a 30-day public review and comment period. The 30-day review and comment period will take place from March 6, 2020, to April 6, 2020. Following the close of the public comment period, the City will consider this IS/MND and the comments received to determine whether to approve the proposed project.

Written comments on the IS/MND may be delivered electronically or by mail, or may be submitted in person, to the following address by 5:00 p.m., April 6, 2020.

City of Hawaiian Gardens  
Community Development Department, Planning Division  
21815 Pioneer Boulevard  
Hawaiian Gardens, California 90716  
Attn: Kevin M. Nguyen, Associate Planner  
Telephone: 562.420.2641  
Email: [knguyen@hgcity.org](mailto:knguyen@hgcity.org)



## 2 Project Description

---

### 2.1 Project Location

The project site is located in the southern portion of the City of Hawaiian Gardens (City), which is located in the southeast region of the County of Los Angeles (County). Regionally, the City is bordered by the Los Angeles County cities of Lakewood and Long Beach, and by the Orange County city of Cypress (see Figure 1, Project Location). Locally, the project site is located at the northeast corner of Norwalk Boulevard and 226th Street. The approximately 1.25-acre site consists of one parcel (Assessor's Parcel Number 7076-033-910). The address associated with the project is 22434 Norwalk Boulevard, Hawaiian Gardens, California 90716.

### 2.2 Environmental Setting

#### City of Hawaiian Gardens

The City is the smallest in the County, encompassing a total of 0.9 square miles, and is located in the southeast region of the County. Generally, the City is an urban community consisting primarily of residential and commercial land uses. Additionally, the City includes a relatively small portion of industrial and public service land uses. Residential uses are primarily abundant in the southern and northeastern portions of the City. Commercial uses are concentrated along Norwalk Boulevard and Carson Street.

The City is surrounded by the City of Long Beach to the west and south, the City of Lakewood to the north, and the Orange County City of Cypress is adjacent to the east. The City is directly accessible from Interstate (I) 605, which is located on the west side of the City. Additionally, the City is regionally accessible from I-405 located approximately 2.8 miles to the south, and Highway 91 approximately 2.3 miles to the north.

#### Project Site

The 1.25-acre project site is currently vacant and consists entirely of dirt and grasses. According to the City of Hawaiian Gardens General Plan Land Use Map, the project site is designated as General Commercial (GC) (City of Hawaiian Gardens 2010). The project site is zoned C-4 (General Commercial) (City of Hawaiian Gardens 2011). The existing land use designations and zoning designations are shown on Figures 3 and 4, respectively. Pursuant to Section 18.60.050 of the City's Municipal Code, "hotels and motels" are conditionally permitted in the C-4 zone.

#### Surrounding Land Uses

The project site is located in a predominantly urbanized area of the City. Surrounding land uses include mainly residential and commercial uses. Adjoining and nearby properties include the following:

- **North:** Brittain Street, a two lane, unstriped road, forms the northern project boundary. A small strip of single-story commercial development is located north of Brittain Street consisting of food vendors, medical offices, auto-related retailers and other commercial uses. Residential development is located adjacent to and east of the commercial businesses consisting of single-family residences. Residential development extends to the north and northeast of the project site. The City of Lakewood is located to the north.

- **East:** Land uses east of the project site primarily consist of medium-density residential uses. Hawaiian Elementary School is located approximately 680 feet southeast of the project site. Coyote Creek, a concrete-lined, channelized creek, runs north to south approximately 0.3-mile east of the project site. The City of Cypress is located to the east.
- **South:** The southern project boundary is formed by 226th Street and borders the City of Long Beach. A small, single-story commercial development and adjacent single-family residences are located directly south of the project site, across 226th Street and in the City of Long Beach. Residential development continues to the south and southeast. The Hawaiian Terrace Senior Apartments, a three-story apartment complex, and associated parking lots, as well as vacant land designated for a future residential project (located in the City of Long Beach) are located diagonally across the intersection of 226th Street and Norwalk Boulevard, southwest of the project site.
- **West:** Uses west of the project site consist of Norwalk Boulevard, a four-lane road that runs north to south and forms a commercial corridor through the City. One- and two-story commercial development is located across Norwalk Boulevard and continues north along the road. Single-family residential development is located west of the commercially dominated Norwalk Boulevard. A concrete-lined storm drainage channel runs north-south through the residential neighborhood. The City of Lakewood is also located to the west.

## 2.3 Project Characteristics

### 2.3.1 Project Description

The project involves the construction of a four-story, 42,164-square foot, 71-unit hotel on a vacant, 1.25-acre lot (see Figure 2, Site Plan). The project site is located at the northeast corner of Norwalk Boulevard and 226th Street. As shown in Figure 2, Site Plan, the hotel building would be constructed on the eastern portion of the parcel, and surface parking, drive aisles, and landscaping would occupy the western portion of the parcel, with a limited amount of parking and a driveway east of the hotel building.

The first floor would include a lobby area, guest rooms, a meeting room, offices, a bar and lounge (restricted to guests only during their temporary stay), fitness room, multipurpose room, business center, kitchen and breakfast area, public restrooms, laundry room, an outdoor pool and patio, storage areas, a pool equipment room, and a mechanical/electrical room. The second, third, and fourth floors would primarily include guest rooms. The third floor would also include a storage area adjacent to the elevator lobby.

The roof of the building would be 41 feet, 4 inches, while the maximum building height to the top of the parapet would be 53 feet. The first floor would be 11 feet high, with the remaining building floors being 8 feet in height. The proposed building style is modern with smooth trowel finish omega stucco, aluminum and metal elements, and aluminum window frames and glass windows. An existing 6-foot-high block wall along the eastern project boundary would be extended to the north and south to cover the entire length of the eastern project boundary. The wall would be reduced to 3 feet in height at its northern and southern ends. The parking area and drive aisles would be paved with permeable pavers. Additionally, the project would install two deep catch basins and four stormwater planter boxes, and would construct one cast-iron pipe for stormwater overflow according to the project's low impact development (LID) plan. Figure 5 shows the proposed east and west building elevations, and Figure 6 shows the proposed north and south building elevations, respectively.

**Access, Circulation and Parking**

Site access would be available via one driveway on Norwalk Boulevard and two driveways on 226th Street. The project would provide 64 parking spaces, including 4 Americans with Disabilities Act-compliant parking spaces, 6 “clean air” vehicle spaces, and 4 spaces earmarked for electric vehicle charging stations, as well as bicycle parking stations and a storage shed. Six parking spaces would be located east of the hotel building next to the pool and outdoor patio, and the remainder of the parking would be located west of the hotel building. The project would include the construction of new sidewalks along the north and west project boundary, and the existing sidewalk along the southern project boundary would be retained. The delivery-loading zone would be located on the south side of the proposed hotel, parallel to 226th Street.

**Project Operation and Maintenance**

Once constructed, the hotel would operate 24 hours a day, 7 days a week and would require a maximum of 5 full-time employees per shift, excluding additional maintenance and cleaning staff who would likely be part-time employees.

**2.3.2 Project Construction and Scheduling**

Project construction would occur over a period of approximately 11 months. Table 1 provides the tentative duration for each phase of project construction. It is anticipated that project construction would employ a maximum of 24 construction workers at any one time.

**Table 1. Tentative Project Construction Timeline**

Phase Name	Duration
Site preparation	2 days
Grading	4 days
Building construction	200 days
Paving	10 days
Architectural coating	10 days

**2.4 Project Approvals**

The actions and/or approvals that the City needs to consider for the proposed project include, but are not limited to, the following (list is preliminary, and may not be comprehensive):

- **Conditional Use Permit (CUP) No. PLNG2019-0033CUP.** Pursuant to Section 18.60.050 of the City’s Municipal Code, “hotels and motels” are conditionally permitted in the C-4 zone.
- **City of Hawaiian Gardens Variance for parking requirement.** Pursuant to Section 18.70.010 of the City’s Municipal Code, parking and loading requirements for hotels and motels are 1 space/unit; 1 space/employee; and 2 spaces for the manager. The project would provide 64 parking spaces, which is below the number of spaces as required by the City (76 spaces required). The variance would be for a 15% parking reduction (or 12 fewer parking spaces).



- **City of Hawaiian Gardens Variance for height requirement.** Pursuant to Section 18.60.020 of the City's Municipal Code, maximum height of general commercial (C-4) structures is 45 feet. The maximum building height to the top of the parapet would be 53 feet.

Subsequent non-discretionary approvals (which would require separate processing through the City) would include, but may not be limited to, a grading permit, building permits, and occupancy permits.

# 3 Initial Study Checklist

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1. **Project title:**  
Holiday Inn Express Suites Project
2. **Lead agency name and address:**  
City of Hawaiian Gardens  
Community Development Department  
21815 Pioneer Boulevard  
Hawaiian Gardens, California 90716
3. **Contact person and phone number:**  
Kevin M. Nguyen  
562.420.2641 ext. 246
4. **Project location:**  
The project site is located at the northeast corner of Norwalk Boulevard and 226th Street, at 22434 Norwalk Boulevard, Hawaiian Gardens, California 90716. Assessor's Parcel Number 7076-0333-910.
5. **Project sponsor's name and address:**  
Hawaiian 1311 LLC  
17918 Pioneer Boulevard  
Artesia, California 90701
6. **General plan designation:**  
General Commercial (GC)
7. **Zoning:**  
General Commercial (C-4)
8. **Description of project:**  
See Section 2 of this IS/MND for further detail.
9. **Surrounding land uses and setting:**  
See Section 2.2 of this IS/MND for further detail.
10. **Other public agencies whose approval is required:**
  - Los Angeles County Fire Department: Site plan review
  - Los Angeles County Sheriff's Department: Site plan review
  - County of Los Angeles: National Pollutant Discharge Elimination System (NPDES) General Construction Permit

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?

The City sent out AB 52 notification letters to all tribal representatives identified on a contact list provided by the NAHC. One tribe requested formal consultation pursuant to AB 52. See Section 3.18 of this IS/MND for further detail.

**Environmental Factors Potentially Affected**

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

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

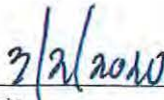


Determination (To be completed by the Lead Agency)

On the basis of this initial evaluation:

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

  
 \_\_\_\_\_  
 Signature  
 Joseph Colombo, Community Development Director

  
 \_\_\_\_\_  
 Date

### Evaluation of Environmental Impacts

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

### 3.1 Aesthetics

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>I. AESTHETICS</b> – Except as provided in Public Resources Code Section 21099, 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 within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

**No Impact.** The project site is currently vacant and is visible from surrounding land uses, including surrounding roadways, commercial areas, and residential areas. The project site is not located within a designated scenic vista area, and there are no scenic vistas designated in the City. As such, visual changes at the project site would not adversely affect scenic vistas. Those who currently have visual access to the project site from public vantage points are afforded views of a vacant dirt lot surrounded by chain-link fencing with green fence fabric (see Figure 7, Existing Conditions – Project Site). Implementation of the proposed project would replace the existing vacant lot with a four-story hotel and associated parking and landscaping. Since there are no scenic vistas in the City, the project would result in no impact to scenic vistas.

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

**No Impact.** There are no eligible or officially designated state scenic highways located in the City (Caltrans 2017). The closest scenic highway to the project site is State Route (SR) 1, located in Orange County approximately 5.4 miles southwest of the project site. SR-1 is not visible from the project site, nor is the project site visible from SR-1. Therefore, the project would result in no impact to scenic resources within a state scenic highway.



- c) *In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?*

**Less-Than-Significant Impact.** California Public Resources Code Section 21071 defines an “urbanized area” as “(a) an incorporated city that meets either of the following criteria: (1) Has a population of at least 100,000 persons, or (2) Has a population of less than 100,000 persons if the population of that city and not more than two contiguous incorporated cities combined equals at least 100,000 persons.” As of January 2019, the population of Hawaiian Gardens is 14,723 persons (California Department of Finance 2019). However, the City of Long Beach borders the City to the south and has a population of 475,984 persons (California Department of Finance 2019). Therefore, the project is in urbanized area, and the following analysis considers whether the project would conflict with applicable zoning and other regulations governing scenic quality.

The project site is zoned C-4 General Commercial and would be subject to all applicable development standards, regulations, and policies governing scenic quality in the C-4 zone (City of Hawaiian Gardens 2011). In an effort to ensure that any future changes related to visual character and quality do not result in adverse impacts, and to ensure the proposed hotel structure is visually compatible with surrounding land uses, the project would be designed in accordance with the City’s Municipal Code Section 18.60.020, which sets forth development standards for the C-4 zone. In addition, the project would be subject to review by the zoning administrator to ensure that the design of the proposed structures is consistent with all applicable design requirements, standards, and regulations set forth in the Municipal Code.

Figure 2 of this IS/MND illustrates the site plan and on-site circulation for the approximately 1.25-acre property; and Figures 5 and 6 detail the elevations of the proposed hotel building. The figures also identify proposed building materials and accent features. As shown on Figures 5 and 6, the exterior of the building would primarily be made of stucco, aluminum, glass windows, and mounted light fixtures, with steel railing around the patio and pool areas.

Table 2 presents the development standards applicable to the C-4 zone and the project’s consistency with those regulations. Standards related to lighting and illuminated signage are addressed below under threshold D.

**Table 2. Consistency with Zoning Ordinance**

C-4 Standards		Project Site/Design
Minimum lot size	10,000 square feet	55,107 square feet
Minimum lot width	100 feet	Approximately 212 feet
Minimum lot depth	100 feet	Approximately 260 feet
Maximum lot coverage	70%	19.9%
Setbacks		There are no setback requirements with the exception of the rear lot line where the project site abuts residential. The proposed hotel would be 53 feet , and therefore a 23-foot setback is required from the rear lot line. The
Front	None	
Except where permitted driveways enter front wall of building	That portion of wall shall be located not less than 20 feet from front lot line	
Side	None	

**Table 2. Consistency with Zoning Ordinance**

C-4 Standards		Project Site/Design
Except where permitted driveways enter side wall of building	That portion of wall shall be located not less than 20 feet from side lot line	proposed hotel structure would be set back 28 feet from the rear lot line. Therefore, the project is consistent with this requirement.
Side abutting a residential zone	1 foot for each foot the building exceeds 30 feet in height	
Rear	None	
If lot abuts residential	1 foot for each foot the building exceeds 30 feet in height	
Maximum height	45 feet	53 feet to top of entry tower
Minimum distance between buildings	10 feet	N/A (only one building proposed)

As shown in Table 2, the project would be in compliance with all applicable regulations related to scenic quality for the C-4 zone, with the exception of the maximum height requirement, which states that building heights are not to exceed 45 feet. The project would have a maximum height of 53 feet, which is 8 feet taller than the maximum allowable height. Given that the Hawaiian Gardens Municipal Code allows for a maximum height of 45 feet, a Variance is being requested to accommodate the project's nominal increase in height. As indicated in Section 18.100.060 (b) of the City's Zoning Code, the criteria for a Minor Exception related to height is limited to an increase in the allowable height of a building up to a maximum of 5 additional feet in a C-4 zone. Therefore, as stated in Section 18.100.100 (d), a Variance shall be requested for any application that exceeds or does not meet the criteria for a Minor Exception. This request represents a nominal increase (8 feet) compared to the maximum allowable height. Section 18.100.100 of the City's Zoning Code states that the Community Development Director shall make a recommendation to the Planning Commission and the Planning Commission shall consider a proposed Variance and may approve, conditionally approve, or deny the request subject to the findings set forth in Section 18.100.100 of the Zoning Code. As such, upon approval of the Variance application, the project's height would be allowed and consistent with regulations governing scenic quality and not incongruous with nearby structures.

The project site is located on Norwalk Boulevard, which serves as one of two commercial corridors in the City, where the majority of commercial development is concentrated. As shown in Figure 7, the project site is currently vacant land surrounded by a chain-link fence with green fence fabric, and there is no existing development on site. The immediately surrounding area is developed with commercial uses to the west, north, and south, and residential uses to the east, north, and south. Further, as shown in Figure 8, nearby development in the City primarily consists of commercial and residential development. As shown in Figure 8, Photo B, commercial development along Norwalk Boulevard primarily consists of one- to two-story strip mall development and commercial shopping centers. Commercial buildings in the City vary in color; however, the majority consist of off-white, tans, and greys to yellows and reds. Further, commercial uses such as the Gardens Casino and the Bingo Club add bulk and scale to the commercial environment. The Bingo Club (Figure 8, Photo D) is a large, two-story bingo hall located approximately 0.28 miles north of the project site along Norwalk Boulevard. Additionally, the only other hotel in the City is a four-story La Quinta Inn and Suites, located approximately 0.8 miles (driving distance) northeast of the project site, on East Carson Street. Figure 8 also depicts residential development near the project site, which includes residential neighborhoods consisting of one- to two-story single-family homes (Photo C), as well as up to three-story multi-family apartment complexes (Photo A).

As proposed, the hotel building would present an organized appearance consistent with that of the Holiday Inn Express Suites brand standards and guidelines. Visible signage would be affixed to the western, northern, and southern façades of the structure and would quickly convey to the public the intent and functionality of the structure. The project would display a cohesive, modern aesthetic that would be punctuated by a variety of building materials, non-continuous façades, and a context-sensitive landscape scheme. Building design would incorporate windows on all sides of the building that would lighten interior spaces and enhance daylighting opportunities. While the height and mass of the new four-story structure would be larger than the immediately surrounding development, it would be comparable to that of multifamily residential and commercial development in the area (see Figure 8). Existing visual quality of the vacant, dirt lot is considered low, and the introduction of a hotel structure and landscaping that would create visible contrast with the existing vacant, horizontal terrain.

Because of the generally low visual quality of the existing features on the site and because the new hotel building would be of a similar mass and scale as existing development in the immediate area, the project would not substantially degrade the existing visual character or quality of the site and its surroundings. Further, project landscaping would add visual elements that would soften the appearance of the new hotel building as viewed from off-site vantage points and provide considerably more aesthetic quality than the site's current barren state. Therefore, with implementation of the project landscape plan and upon approval of the Minor Exception application submitted for the project, the proposed building design would be consistent with regulations governing scenic quality, and the project would not conflict with surrounding visual quality and character. Impacts would be less than significant.

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

**Less-Than-Significant Impact.** The project site is located in an urbanized area along a main commercial corridor with many surrounding existing sources of light and glare, including streetlights, interior and exterior commercial and residential building lighting, signage lighting, landscape lighting, and security lighting. Nearby sensitive receptors include the residential uses to the north, south, and east of the project site.

#### Light

##### **Construction**

Construction of the project would normally occur Monday through Saturday between 7:00 a.m. and 7:00 p.m. Construction activities would typically occur during daylight hours, and nighttime lighting on the project site would not typically be required during the approximately 11-month construction phase. However, security lighting would be temporarily installed onsite during construction and temporary lighting may be brought to the project site and operate if after-hours or weekend work is determined to be necessary for specific activities. Temporary security lighting would be fully shielded and directed downward, and would not direct light or glare onto adjacent structures or lots or into vehicular traffic on off-site adjacent roadways. After-hours or weekend work would not be typical during the construction phase, and during sporadic use, mobile lighting sources would be fully shielded and directed downward to minimize skyglow and light trespass onto adjacent properties. Further, mobile lighting would be focused on the area of active construction such that the entirety of the 1.25-acre project site would not be illuminated. Because use of nighttime lighting during construction would be irregular, and mobile lighting sources and temporary security lighting would be fully shielded and directed downward, construction lighting would not adversely affect nighttime views in the area or create substantial glare. Therefore, impacts associated with the occasional use of mobile lighting during construction and temporary security lighting would be less than significant.



### *Operation*

The project would include the installation of nighttime lighting sources on the currently vacant 1.25-acre site. Proposed lighting to be installed on the project site would include pole-mounted lights in the parking lot, wall-mounted lighting on the hotel exterior, LED accent lighting, and illuminated building signage. As depicted on Figures 5 and 6, the project would install 35 wall-mounted LED lights on the building exterior for safety and security purposes, and illuminated signage on the western, northern, and southern building facades, and hidden LED accent lighting on the upper level above the main entrance to the building. Positioning and height of the wall-mounted lights would vary between the lower, middle, and upper levels, at a height of 7 feet, 14 feet, and 25 feet, respectively. Pole-mounted lights would be distributed throughout the parking area, and would consist of seven 15-foot-tall pole-mounted lights, each with two lamp fixtures.

Project lighting nearest to the residential properties to the north, south, and east would consist of wall-mounted exterior building lighting. Light fixtures would be fully shielded and directed downward to minimize light trespass and skyglow. The existing wall that separates the residential properties to the east from the project site would also reduce light trespass to the east. Further, the proposed project lighting does not include blinking, flashing, or oscillating light sources.

There is no light trespass threshold established by the City Municipal Code; however, Section 18.70.050 regulates lighting and security standards for nonresidential development, and indicates that the intensity and design of all lighting fixtures shall be reviewed and subject to the approval of the Community Development Director. In accordance with Section 18.70.050, project lighting would be shielded and directed downward so as not to direct light into adjacent structures or lots or into vehicular traffic on off-site adjacent roadways. Further, exterior lights shall be installed in such a manner that the light source would be sufficiently obscured to prevent glare on public streets and walkways or into any residential area.

Illuminated signage would be required to comply with Section 18.90.050 of the Municipal Code, which regulates the size, height, and placement of signs in the City, and requires that all proposals for new signs obtain sign permits approved by the Community Development Director. In particular, Section 18.90.050 (d)(4) regulates sign lighting, and specifies that sign lighting shall not result in glare being directed toward surrounding properties, and exterior lighting directed at a sign shall be shielded to ensure that light is projected only upon the sign. Further, all signs shall conform to Chapter 15.04 of the Municipal Code, and where appropriate, shall conform to the current National Electrical Code and the National Electrical Safety Code. With adherence to the above policies, and upon approval and receipt of a sign permit, proposed illuminated signage would not result in a new significant source of light or glare.

All proposed light fixtures would be consistent with the California Green Building Standards Code (CALGreen) and the California Administrative Code standards for illumination, which set forth minimum requirements based on Lighting Zones, as defined in Chapter 10 of the California Administrative Code. The requirements are designed to minimize light pollution in an effort to maintain dark skies and ensure new development reduces backlight, uplight, and glare (BUG) from exterior light sources (CALGreen 2019). The project site is located within Lighting Zone 3, which establishes ambient illumination standards for urban areas (California Administrative Code 2016). The project would be required to comply with the maximum allowable BUG rating for Lighting Zone 3, as defined in Table 5.106.8 [N] of CALGreen.

With adherence to the above standards for illumination and implementation of the previously outlined design considerations, operational lighting would not adversely affect nighttime views in the area, or result in a new source of substantial light and impacts would be less than significant.

**Glare**

As proposed, the hotel building would incorporate a variety of building materials. As depicted on Figures 5 and 6, building materials would primarily include stucco, aluminum and metal elements, glass windows, mounted light fixtures, and steel railing around the patio and pool areas. As previously discussed, wall-mounted lights would be located on the building exterior, and pole-mounted lights would be positioned throughout the parking area. Although metallic materials and glass have been incorporated into project design, the façades of the new hotel building would not create substantial glare that would affect daytime views. Metallic materials would typically be finished and display a dull veneer. Selected glass would have a low exterior reflectance percentage to maximize daylighting opportunities to interior building spaces. Therefore, building materials would not create a new source of substantial light or glare that would adversely affect daytime views in the area. With adherence to the above design standards and regulations, proposed building materials and lighting would not result in substantial glare that would be received by off-site receptors. Further, as previously discussed, the project would be required to comply with the California Green Building Code, which establishes maximum allowable BUG ratings, which include glare. Therefore, glare impacts would be less than significant.

### 3.2 Agriculture and Forestry Resources

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<p><b>II. AGRICULTURE AND FORESTRY RESOURCES</b> – 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. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:</p>				
<p>a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

- a) **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?**

**No Impact.** The project site is located in a highly urbanized area. According to the California Department of Conservation's (DOC) California Important Farmland Finder, most of the County—including the City—is not mapped under the Farmland Mapping and Monitoring Program, and, thus, does not contain Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (collectively Important Farmland) (DOC 2016a). Therefore, no impacts associated with conversion of Important Farmland would occur.

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

**No Impact.** According the California Department of Conservation's Williamson Act Parcel map for Los Angeles County, the project site is not located on or adjacent to any lands under a Williamson Act contract. The Los Angeles County Williamson Act 2015/2016 Map designates the project site and surrounding land as non-Williamson Act Land (DOC 2016b). In addition, the project site and surrounding area are not zoned for agricultural uses, but instead for residential, commercial, industrial, and public facility uses (City of Hawaiian Gardens 2011). As such, implementation of the project would not conflict with existing zoning for agricultural use or land under a Williamson Act contract. Therefore, the project would not conflict with existing agricultural zoning or a Williamson Act contract, and no impact would occur.



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

**No Impact.** The project site is located within a highly urbanized area. According to the City's Zoning Map, the project site is not located on or adjacent to forest land, timberland, or timberland zoned Timberland Production (City of Hawaiian Gardens 2011). Therefore, the project would not conflict with existing zoning or cause rezoning of forest land or timberland, and no impacts associated with forestland or timberland would occur.

- d) **Would the project result in the loss of forest land or conversion of forest land to non-forest use?**

**No Impact.** The project site is located in a highly urbanized area. The project site is not located on or adjacent to forest land. No forest land, private timberlands or public lands with forests are located in the City. Therefore, no impact associated with the loss or conversion of forestland would occur.

- e) **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 or conversion of forest land to non-forest use?**

**No Impact.** The project site is not located on or adjacent to any parcels identified as Important Farmland or forestland. In addition, the project would not involve changes to the existing environment that would result in the indirect conversion of Important Farmland or forestland located away from the project site. Therefore, no impacts associated with the conversion of Farmland or forestland would occur.

### 3.3 Air Quality

	Potentially Significant Impact	Less than Significant Impact With Mitigation Incorporated	Less than Significant Impact	No Impact
<b>III. AIR QUALITY</b> – Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
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) 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

**Less-Than-Significant Impact.** The project site is located within the South Coast Air Basin (SCAB), which includes the non-desert portions of Los Angeles, Riverside, and San Bernardino Counties, and all of Orange County, and is within the jurisdictional boundaries of South Coast Air Quality Management District (SCAQMD).

SCAQMD administers SCAB's Air Quality Management Plan (AQMP), which is a comprehensive document outlining an air pollution control program for attaining all California Ambient Air Quality Standards (CAAQS) and National Ambient Air Quality Standards (NAAQS). The most recent adopted AQMP for the SCAB is the 2016 AQMP (SCAQMD 2017), which was adopted by SCAQMD's Governing Board in March 2017. The 2016 AQMP focuses on available, proven, and cost-effective alternatives to traditional strategies while seeking to achieve multiple goals in partnership with other entities seeking to promote reductions in greenhouse gases (GHGs) and toxic risk, as well as efficiencies in energy use, transportation, and goods movement (SCAQMD 2017).

The purpose of a consistency finding with regard to the AQMP is to determine if a project is consistent with the assumptions and objectives of the regional air quality plans and if it would interfere with the region's ability to comply with federal and state air quality standards. SCAQMD has established criteria for determining consistency with the currently applicable AQMP in Chapter 12, Sections 12.2 and 12.3 of the SCAQMD CEQA Air Quality Handbook (SCAQMD 1993). These criteria are:

- Whether the project would result in an increase in the frequency or severity of existing air quality violations, cause or contribute to new violations, or delay timely attainment of the ambient air quality standards or interim emission reductions in the AQMP.
- Whether the project would exceed the assumptions in the AQMP or increments based on the year of project buildout and phase.

To address the first criterion, project-generated criteria air pollutant emissions have been estimated and analyzed for significance and are addressed under Section 3.3(b). Detailed results of this analysis are included in Appendix A. As presented in Section 3.3(b), construction and operation of the project would not generate criteria air pollutant emissions that exceed SCAQMD's thresholds.

The second criterion regarding the project's potential to exceed the assumptions in the AQMP or increments based on the year of project buildout and phase is primarily assessed by determining consistency between the project's land use designations and its potential to generate population growth. In general, projects are considered consistent with, and not in conflict with or obstructing implementation of, the AQMP if the growth

in socioeconomic factors is consistent with the underlying regional plans used to develop the AQMP (per Consistency Criterion No. 2 of the SCAQMD CEQA Air Quality Handbook). SCAQMD primarily uses demographic growth forecasts for various socioeconomic categories (e.g., population, housing, employment by industry) developed by the Southern California Association of Governments (SCAG) for its Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS) (SCAG 2016). This document, which is based on general plans for cities and counties in the SCAB, is used by SCAQMD to develop the AQMP emissions inventory (SCAQMD 2017).<sup>1</sup> The SCAG 2016 RTP/SCS and the associated Regional Growth Forecast are generally consistent with the local plans; therefore, the 2016 AQMP is generally consistent with local government plans.

The project site is zoned C-4 (General Commercial) (City of Hawaiian Gardens 2011), which conditionally permits hotels and motels. The project is consistent with the existing land use designation and does not propose a change in land use designation. In addition, the implementation of the project would not generate an increase in growth demographics that would conflict with existing projections within the region. Accordingly, the project is consistent with the SCAG RTP/SCS forecasts used in the SCAQMD AQMP development.

In summary, based on the considerations presented for the two criteria, impacts relating to the project's potential to conflict with or obstruct implementation of the applicable AQMP would be less than significant.

- b) ***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?***

***Less-Than-Significant Impact.*** Air pollution is largely a cumulative impact. The nonattainment status of regional pollutants is a result of past and present development, and SCAQMD develops and implements plans for future attainment of ambient air quality standards. Based on these considerations, project-level thresholds of significance for criteria pollutants are relevant in the determination of whether a project's individual emissions would have a cumulatively significant impact on air quality.

In considering cumulative impacts from the project, the analysis must specifically evaluate a project's contribution to the cumulative increase in pollutants for which the SCAB is designated as nonattainment for the CAAQS and NAAQS. If a project's emissions would exceed SCAQMD's significance thresholds, it would be considered to have a cumulatively considerable contribution to nonattainment status in the SCAB. If a project does not exceed thresholds and is determined to have less than significant project-specific impacts, it may still contribute to a significant cumulative impact on air quality. The basis for analyzing the project's cumulatively considerable contribution is if the project's contribution accounts for a significant proportion of the cumulative total emissions (i.e., it represents a "cumulatively considerable contribution" to the cumulative air quality impact) and consistency with SCAQMD's 2016 AQMP, which addresses cumulative emissions in the SCAB.

<sup>1</sup> Information necessary to produce the emissions inventory for the SCAB is obtained from SCAQMD and other governmental agencies, including the California Air Resources Board (CARB), California Department of Transportation (Caltrans), and SCAG. Each of these agencies is responsible for collecting data (e.g., industry growth factors, socioeconomic projections, travel activity levels, emission factors, emission speciation profile, and emissions) and developing methodologies (e.g., model and demographic forecast improvements) required to generate a comprehensive emissions inventory. SCAG incorporates these data into its Travel Demand Model for estimating/projecting vehicle miles traveled and driving speeds. SCAG's socioeconomic and transportation activities projections in their 2016 RTP/SCS are integrated in the 2016 AQMP (SCAQMD 2017).



### Short-Term Construction Emissions

Proposed construction activities would result in the temporary addition of pollutants to the local airshed caused by on-site sources (i.e., off-road construction equipment, soil disturbance, and volatile organic compound [VOC] off-gassing) and off-site sources (i.e., on-road haul trucks, vendor trucks, and worker vehicle trips). Construction emissions can vary substantially from day to day, depending on the level of activity; the specific type of operation; and, for particulate matter, the prevailing weather conditions. Therefore, such emission levels can only be approximately estimated.

The California Emissions Estimator Model (CalEEMod) Version 2016.3.2 was used to estimate emissions from construction of the project. Internal combustion engines used by construction equipment, trucks, and worker vehicles would result in emissions of VOCs, oxides of nitrogen (NO<sub>x</sub>), carbon monoxide (CO), particulate matter less than or equal to 10 microns in diameter (PM<sub>10</sub>), and particulate matter less than or equal to 2.5 microns in diameter (PM<sub>2.5</sub>). PM<sub>10</sub> and PM<sub>2.5</sub> emissions would also be generated by entrained dust, which results from the exposure of earth surfaces to wind from the direct disturbance and movement of soil. The project would be required to comply with SCAQMD Rule 403 to control dust emissions generated during any dust-generating activities. Standard construction practices that would be employed to reduce fugitive dust emissions include watering of the active dust areas two times per day, with additional watering depending on weather conditions. The project would involve application of architectural coating (e.g., paint and other finishes) for the hotel building. The contractor is required to procure architectural coatings from a supplier that complies with the requirements of SCAQMD's Rule 1113 (Architectural Coatings). Table 3 presents the estimated maximum daily construction emissions from both onsite and offsite sources generated during construction of the project. Details of the emission calculations are provided in Appendix A.

**Table 3. Estimated Maximum Daily Construction Criteria Air Pollutant Emissions**

Year	VOC	NO <sub>x</sub>	CO	SO <sub>x</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>
	pounds per day					
2019	2.51	19.51	15.41	0.03	3.58	2.17
2020	40.08	16.38	14.93	0.03	1.28	0.91
<i>Maximum</i>	40.08	19.51	15.41	0.03	3.58	2.17
<i>SCAQMD Threshold</i>	75	100	550	150	150	55
<b>Threshold Exceeded?</b>	No	No	No	No	No	No

Notes: VOC = volatile organic compound; NO<sub>x</sub> = oxides of nitrogen; CO = carbon monoxide; SO<sub>x</sub> = sulfur oxides; PM<sub>10</sub> = coarse particulate matter; PM<sub>2.5</sub> = fine particulate matter; SCAQMD = South Coast Air Quality Management District. See Appendix A for complete results.

As shown in Table 3, the project construction would not exceed SCAQMD's daily thresholds. Therefore, construction impacts associated with criteria air pollutant emissions would be less than significant.

### Long-Term Operational Emissions

Emissions from the operational phase of the project were estimated using CalEEMod. Operational year 2021 was assumed as it would be the first full year following completion of construction.

### **Area Sources**

CalEEMod was used to estimate operational emissions from area sources, including emissions from consumer product use, architectural coatings, and landscape maintenance equipment. Emissions associated with natural gas usage in space heating and water heating are calculated in the building energy use module of CalEEMod, as described in the following text.

Consumer products are chemically formulated products used by household and institutional consumers, including detergents; cleaning compounds; polishes; floor finishes; cosmetics; personal care products; home, lawn, and garden products; disinfectants; sanitizers; aerosol paints; and automotive specialty products. Other paint products, furniture coatings, or architectural coatings are not considered consumer products (CAPCOA 2017). Consumer product VOC emissions were estimated in CalEEMod based on the floor area of buildings and default factor of pounds of VOC per building square foot per day. The CalEEMod default values for consumer products were assumed.

VOC off-gassing emissions result from evaporation of solvents contained in surface coatings, such as in paints and primers used during building maintenance. CalEEMod calculates the VOC evaporative emissions from the application of surface coatings based on the VOC emission factor, the building square footage, the assumed fraction of surface area, and the reapplication rate. The VOC emissions factor is based on the VOC content of the surface coatings, and SCAQMD's Rule 1.113 (Architectural Coatings) governs the VOC content for interior and exterior coatings. This rule requires manufacturers, distributors, and end users of architectural and industrial maintenance coatings to reduce VOC emissions from the use of these coatings, primarily by placing limits on the VOC content of various coating categories (SCAQMD 2016). The default CalEEMod assumptions were used for architectural coatings. Consistent with CalEEMod defaults, it is assumed that the surface area for painting equals 2.7 times the floor square footage, with 75% assumed for interior coating and 25% assumed for exterior surface coating (CAPCOA 2017). CalEEMod defaults were assumed for the application of architectural coatings during operation.

Landscape maintenance includes fuel combustion emissions from equipment such as lawn mowers, rototillers, shredders/grinders, blowers, trimmers, chainsaws, and hedge trimmers. The emissions associated with landscape equipment use are estimated based on CalEEMod default values for emission factors (grams per square foot of building space per day) and number of summer days (when landscape maintenance would generally be performed) and winter days. Based on CalEEMod defaults for Los Angeles County, the average annual number of summer days is estimated at 250 days (CAPCOA 2017).

### **Energy Sources**

As represented in CalEEMod, energy sources include emissions associated with building electricity and natural gas usage. Electricity use would contribute indirectly to criteria air pollutant emissions; however, the emissions from electricity use are only quantified for GHGs in CalEEMod, since criteria pollutant emissions occur at the site of the power plant, which is typically off site.

### **Mobile Sources**

Following the completion of construction activities, the project would generate criteria pollutant emissions from mobile sources (vehicular traffic) as a result of the customers and employees of the project. The maximum daily trip rates, taken from the Traffic Impact Analysis for the project (Appendix C), were 594

round trips per day. These were assumed 7 days per week. The estimated trip lengths and trip modes were based on CalEEMod defaults. CalEEMod was used to estimate emissions from proposed vehicular sources (refer to Appendix A). CalEEMod default data, including temperature, trip characteristics, variable start information, emissions factors, and trip distances, were conservatively used for the model inputs. Project-related traffic was assumed to include a mixture of vehicles in accordance with the associated use, as modeled within CalEEMod, which is based on the California Air Resources Board (CARB) EMFAC2014 model. Emission factors representing the vehicle mix and emissions for 2021 were used to estimate emissions associated with vehicular sources. Table 4 presents the emissions during operation.

**Table 4. Estimated Maximum Daily Operation Criteria Air Pollutant Emissions**

Emissions Source	VOC	NO <sub>x</sub>	CO	SO <sub>x</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>
	Rounds per Day					
Area	0.96	0.00	0.01	0.00	0.00	0.00
Energy	0.03	0.27	0.23	0.00	0.02	0.02
Mobile	0.95	4.46	11.05	0.04	3.04	0.83
<b>Total</b>	<b>1.94</b>	<b>4.73</b>	<b>11.29</b>	<b>0.04</b>	<b>3.06</b>	<b>0.85</b>
<i>SCAQMD Threshold</i>	55	55	550	150	150	55
<b>Threshold Exceeded?</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>

Notes: VOC = volatile organic compound; NO<sub>x</sub> = oxides of nitrogen; CO = carbon monoxide; SO<sub>x</sub> = sulfur oxides; PM<sub>10</sub> = coarse particulate matter; PM<sub>2.5</sub> = fine particulate matter; SCAQMD = South Coast Air Quality Management District. See Appendix A for complete results.

As shown in Table 4, the project would not exceed SCAQMD's significance thresholds during operations. Therefore, operational impacts associated with criteria air pollutant emissions would be less than significant.

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

**Less-Than-Significant Impact.** Sensitive receptors are those individuals more susceptible to the effects of air pollution than the population at large. People most likely to be affected by air pollution include children, the elderly, and people with cardiovascular and chronic respiratory diseases. According to SCAQMD, sensitive receptors include residences, schools, playgrounds, childcare centers, long-term healthcare facilities, rehabilitation centers, convalescent centers, and retirement homes (SCAQMD 1993). Residential land uses are located to the south of the project. The closest off-site sensitive receptors to the project site include residences adjacent to the eastern project site boundary.

**Localized Significance Thresholds**

Construction activities associated with the project would result in temporary sources of on-site fugitive dust and construction equipment emissions. Off-site emissions from vendor trucks, haul trucks, and worker vehicle trips are not included in the localized significance threshold (LST) analysis. The maximum allowable daily emissions that would satisfy the SCAQMD localized significance criteria for Source Receptor Area 4 (South Coastal Los Angeles County) are presented in Table 5 and compared to the maximum daily on-site construction emissions.



Table 5. Localized Significance Thresholds Analysis for Project Construction

Pollutant	Project Construction Emissions (Pounds per Day)	LST Criteria (Pounds per Day)	Exceeds LST?
NO <sub>2</sub>	19.48	57	No
CO	13.92	585	No
PM <sub>10</sub>	3.49	4	No
PM <sub>2.5</sub>	2.14	3	No

Source: SCAQMD 2009.

Notes: LST = localized significance threshold; NO<sub>2</sub> = nitrogen dioxide; CO = carbon monoxide; PM<sub>10</sub> = coarse particulate matter; PM<sub>2.5</sub> = fine particulate matter.

See Appendix A for detailed results.

LSTs are shown for 1-acre project sites corresponding to a distance to a sensitive receptor of 25 meters (82 feet) for Source Receptor Area 4 (South Coastal Los Angeles County).

These estimates reflect control of fugitive dust required by Rule 403.

The emissions represent worst-case operating scenario during construction.

As shown in Table 5, the project LST would not exceed the established significance thresholds, and thus, would result in a less-than-significant impact to sensitive receptors.

#### CO Hotspots

Traffic-congested roadways and intersections have the potential to generate localized high levels of CO. Localized areas where ambient concentrations exceed federal and/or state standards for CO are termed CO "hotspots." CO transport is extremely limited and disperses rapidly with distance from the source. Under certain extreme meteorological conditions, however, CO concentrations near a congested roadway or intersection may reach unhealthy levels affecting sensitive receptors. Typically, high CO concentrations are associated with severely congested intersections operating at an unacceptable level of service (LOS) (LOS E or worse is unacceptable). Projects contributing to adverse traffic impacts may result in the formation of a CO hotspot. Additional analysis of CO hotspot impacts would be conducted if a project would result in a significant impact or contribute to an adverse traffic impact at a signalized intersection that would potentially subject sensitive receptors to CO hotspots.

Title 40 of the Code of Federal Regulations, Section 93.123(c)(5), Procedures for Determining Localized CO, PM<sub>10</sub>, and PM<sub>2.5</sub> Concentrations (Hot-Spot Analysis), states that

CO, PM<sub>10</sub>, and PM<sub>2.5</sub> hot-spot analyses are not required to consider construction-related activities, which cause temporary increases in emissions. Each site which is affected by construction-related activities shall be considered separately, using established 'Guideline' methods. Temporary increases are defined as those which occur only during the construction phase and last five years or less at any individual site (40 CFR 93.123).

While project construction would involve on-road vehicle trips from trucks and workers during construction, construction activities would last approximately 11 months and would not require a project-level construction hotspot analysis.

Mobile source impacts occur on two scales of motion. Regionally, project-related travel would add to regional trip generation and increase the vehicle miles traveled (VMT) within the local airshed and the SCAB. Locally, project-

generated traffic would be added to the City's roadway system near the project site. If such traffic occurs during periods of poor atmospheric ventilation, is composed of a large number of vehicles cold-started and operating at pollution-inefficient speeds, and is operating on roadways already crowded with non-project traffic, there is a potential for the formation of microscale CO hotspots in the area immediately around points of congested traffic. Because of continued improvement in vehicular emissions at a rate faster than the rate of vehicle growth and/or congestion, the potential for CO hotspots in the SCAB is steadily decreasing.

Projects contributing to adverse traffic impacts may result in the formation of CO hotspots. To verify that the project would not cause or contribute to a violation of the CO standard, a screening evaluation of the potential for CO hotspots was conducted for operation. The potential for CO hotspots was evaluated based on the results of the Traffic Impact Analysis for the project (Appendix C), and the California Department of Transportation (Caltrans) Institute of Transportation Studies Transportation Project-Level Carbon Monoxide Protocol (CO Protocol; Caltrans 2010) was followed. For projects located within an area designated as attainment or unclassified under the CAAQS or NAAQS, the CO Protocol identifies screening criteria for consideration. The first screening criteria focuses on projects that are likely to worsen air quality, which would occur if (1) the project significantly increases the percentage of vehicles operating in cold start mode (greater than 2%), (2) the project significantly increases traffic volumes (greater than 5%), and/or (3) the project worsens traffic flow. In addition to consideration of whether the project would worsen air quality, CO hotspots are typically evaluated when (1) the LOS of an intersection or roadway decreases to LOS E or worse; (2) signalization and/or channelization is added to an intersection; and (3) sensitive receptors, such as residences, schools, and hospitals, are located in the vicinity of the affected intersection or roadway segment. No intersections studies in the Traffic Impact Analysis identified an LOS that would exceed the screening thresholds (Appendix C). Therefore, the project would not cause an intersection to exceed the screening thresholds to necessitate a quantitative CO hotspots analysis.

Accordingly, the project would not generate traffic that would contribute to potential adverse traffic impacts that may result in the formation of CO hotspots. In addition, due to continued improvement in vehicular emissions at a rate faster than the rate of vehicle growth and/or congestion, the potential for CO hotspots in the SCAB is steadily decreasing. Based on these considerations, the project would result in a less-than-significant impact to air quality with regard to potential CO hotspots.

#### ***Toxic Air Contaminants***

A substance is considered toxic if it has the potential to cause adverse health effects in humans, including increasing the risk of cancer upon exposure, or acute (immediate) and/or chronic (cumulative) non-cancer health effects. A toxic substance released into the air is considered a toxic air contaminant (TAC). Adverse health effects associated with exposure to TACs may include carcinogenic (i.e., cancer-causing) and noncarcinogenic effects. Noncarcinogenic effects typically affect one or more target organ systems and may be experienced on the basis of either short-term (acute) or long-term (chronic) exposure to a given TAC.

TACs are identified by federal and state agencies based on a review of available scientific evidence. In the State of California, TACs are identified through a two-step process that was established in 1983 under the Toxic Air Contaminant Identification and Control Act. This two-step process of risk identification and risk management and reduction was designed to protect residents from the health effects of toxic substances in the air. In addition, the California Air Toxics "Hot Spots" Information and Assessment Act, Assembly Bill (AB) 2588, was enacted by the legislature in 1987 to address public concern over the release of TACs into the atmosphere.

Examples include certain aromatic and chlorinated hydrocarbons, certain metals, and asbestos. TACs are generated by a number of sources, including stationary sources, such as dry cleaners, gas stations, combustion sources, and laboratories; mobile sources, such as automobiles; and area sources, such as landfills. Adverse health effects associated with exposure to TACs may include carcinogenic (i.e., cancer-causing) and noncarcinogenic effects. Noncarcinogenic effects typically affect one or more target organ systems and may be experienced on either short-term (acute) or long-term (chronic) exposure to a given TAC.

Project construction would result in emissions of diesel particulate from heavy construction equipment and trucks accessing the site. Diesel particulate is characterized as a TAC by the State of California. The Office of Environmental Health Hazard Assessment has identified carcinogenic and chronic noncarcinogenic effects from long-term exposure, but has not identified health effects due to short-term exposure to diesel exhaust. According to the Office of Environmental Health Hazard Assessment, health risk assessments, which determine the exposure of sensitive receptors to toxic emissions, should be based on a 30-year exposure period for the maximally exposed individual resident; however, such assessments should be limited to the period/duration of activities associated with the project. Thus, the duration of the proposed construction activities would only constitute a small percentage of the total 30-year exposure period. Due to this relatively short period of exposure (11 months) and minimal particulate emissions on site, TACs generated by the project would not result in concentrations causing significant health risks. Overall, the project would not result in substantial TAC exposure to sensitive receptors in the vicinity of the proposed project, and impacts would be less than significant.

In addition, the health risk public-notification thresholds adopted by the SCAQMD Board is 10 excess cancer cases in a million for cancer risk and a hazard index of more than one (1.0) for non-cancer risk. The hazard index of more than 1.0 means that predicted levels of a toxic pollutant are greater than the reference exposure level, which is considered the level below which adverse health effects are not expected. Examples of projects that emit toxic pollutants include oil and gas processing, gasoline dispensing, dry cleaning, electronic and parts manufacturing, medical equipment sterilization, freeways, and rail yards (SCAQMD 2017). The project would not emit TACs, and toxic contaminants are not anticipated to be present at the project site; as such, a formal health risk assessment will not be required for the project. Accordingly, the project is not anticipated to result in emissions that would exceed the SCAQMD Board-adopted health risk notification thresholds.

#### ***Health Impacts of Criteria Air Pollutants***

Construction of the project would generate criteria air pollutant emissions; however, the project would not exceed the SCAQMD mass-emission thresholds.

The SCAB is designated as nonattainment for ozone (O<sub>3</sub>) for the NAAQS and CAAQS. Thus, existing O<sub>3</sub> levels in the SCAB are at unhealthy levels during certain periods. The health effects associated with O<sub>3</sub> generally relate to reduced lung function. Because the project would not involve construction activities that would result in O<sub>3</sub> precursor emissions (VOC or NO<sub>x</sub>) that would exceed the SCAQMD thresholds, the project is not anticipated to substantially contribute to regional O<sub>3</sub> concentrations and associated health impacts. Similar to construction, no SCAQMD threshold would be exceeded during operation.

In addition to O<sub>3</sub>, NO<sub>x</sub> emissions contribute to potential exceedances of the NAAQS and CAAQS for nitrogen dioxide (NO<sub>2</sub>). Exposure to NO<sub>2</sub> and NO<sub>x</sub> can cause lung irritation, bronchitis, and pneumonia, and lower resistance to respiratory infections. Project construction and operation would not exceed the SCAQMD NO<sub>x</sub> threshold, and existing ambient NO<sub>2</sub> concentrations are below the NAAQS and CAAQS. Thus, construction and operation of the project are not expected to exceed the NO<sub>2</sub> standards or contribute to associated health effects.



CO tends to be a localized impact associated with congested intersections. CO competes with oxygen, often replacing it in the blood, reducing the blood's ability to transport oxygen to vital organs. The results of excess CO exposure can include dizziness, fatigue, and impairment of central nervous system functions. CO hotspots were discussed previously as a less-than-significant impact. Thus, the project's CO emissions would not contribute to the health effects associated with this pollutant.

The SCAB is designated as nonattainment for PM10 under the CAAQS and nonattainment for PM2.5 under the NAAQS and CAAQS. Particulate matter contains microscopic solids or liquid droplets that are so small that they can get deep into the lungs and cause serious health problems. Particulate matter exposure has been linked to a variety of problems, including premature death in people with heart or lung disease, nonfatal heart attacks, irregular heartbeat, aggravated asthma, decreased lung function, and increased respiratory symptoms such as irritation of the airways, coughing, or difficulty breathing (EPA 2016). As with O3 and NOx, the project would not generate emissions of PM10 or PM2.5 that would exceed SCAQMD's thresholds. Accordingly, the project's PM10 and PM2.5 emissions are not expected to cause any increase in related regional health effects for these pollutants.

In summary, the project would not result in any potentially significant contribution to regional concentrations of nonattainment pollutants and would not result in a significant contribution to the adverse health impacts associated with those pollutants. Therefore, impacts associated with localized air emissions would be less than significant.

- d) ***Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?***

***Less-Than-Significant Impact.*** The occurrence and severity of potential odor impacts depends on numerous factors. The nature, frequency, and intensity of the source; the wind speeds and direction; and the sensitivity of receiving location each contribute to the intensity of the impact. Although offensive odors seldom cause physical harm, they can be annoying and cause distress among the public and generate citizen complaints.

#### **Short-Term Construction Impacts**

Odors would be potentially generated from vehicles and equipment exhaust emissions during construction of the project. Potential odors produced during construction would be attributable to concentrations of unburned hydrocarbons from tailpipes of construction equipment and asphalt pavement application. Such odors would disperse rapidly from the project site and generally occur at magnitudes that would not affect substantial numbers of people. Therefore, short-term construction impacts associated with odors would be less than significant.

#### **Long-Term Operational Impacts**

Land uses and industrial operations associated with odor complaints include agricultural uses, wastewater treatment plants, food-processing plants, chemical plants, composting operations, refineries, landfills, dairies, and fiberglass molding facilities (SCAQMD 1993). The project would not create any new sources of odor during operation. Therefore, there would be no long-term operational impacts associated with odors.

### 3.4 Biological Resources

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

- a) ***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 regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?***

***Less-Than-Significant Impact.*** The project site is located in a developed part of the City and is surrounded by an urban mix of land uses including residential and commercial. The nearest open space area as identified by the City's General Plan is Lee Ware Park, which is located approximately 0.3 miles east of the project site (City of Hawaiian Gardens 2010). Due to the intervening development between the project site and this natural area, there is no direct connection between the project site and this open space area.

No native habitat is located on the project site or in the immediately surrounding area. The project site consists of a flat, vacant lot covered with disturbed soils and dry grasses. Plant species surrounding the project site are limited to non-native, ornamental species located within the public right-of-way, including turf grass and palm species. These non-native, ornamental plant species form a non-cohesive plant community that is not known to support any candidate, sensitive or special-status plant species. Based on the developed nature of the project site and surrounding area, wildlife species that could occur on site include common species typically found in urbanized settings, such as house sparrow (*Passer domesticus*), mourning dove (*Zenaida macroura*), and western fence lizard (*Sceloporus occidentalis*). Based on specific habitat requirements, none of these, or any other wildlife species that can reasonably be expected to occur on the project site, are candidate, sensitive, or special-status wildlife species.

As previously mentioned, ornamental landscape trees are found within the public right-of-way. Pursuant to Chapter 12.19.060 of the City's Municipal Code, removal of a City tree would require the applicant to obtain a written permit from the City prior to removing a tree located on public property (City of Hawaiian Gardens 2018). However, according to the project site plan (see Figure 2), trees would not be removed from the public right-of-way. Therefore, the project would result in no impact to any species identified as candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.

- b) ***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?***

***No Impact.*** The project site is located in a predominantly urbanized area, and consists of a flat, vacant lot covered with disturbed soils and dry grasses. Surrounding land uses primarily include residential and commercial uses. No natural vegetation communities are present within the project site or immediately surrounding area. Therefore, no impacts to riparian or sensitive vegetation communities would occur as result of the project.

- c) ***Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?***

***No Impact.*** There are no state or federally protected wetlands located on or near the project site. Further, no federally defined waters of the United States or state occur within the project site. This includes the absence of federally defined wetlands and other waters (e.g., drainages) and state-defined waters (e.g., streams and riparian extent) (USFWS 2019). Further, the project would be subject to typical restrictions



and requirements that address erosion and runoff (e.g., best management practices [BMPs]), including those of the Clean Water Act and National Pollutant Discharge Elimination System (NPDES) permit. In addition, all construction activities would be limited to developed and disturbed land. Therefore, no impacts to state or federally protected wetlands would occur.

- 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?*

**No Impact.** Wildlife corridors are linear, connected areas of natural open space that provide avenues for migration of animals. Habitat linkages are small patches that join larger blocks of habitat and help reduce the adverse effects of habitat fragmentation; they may be continuous habitat or discrete habitat islands that function as stepping stones for wildlife dispersal.

Although some local movement of wildlife is expected to occur within the City, the City is not recognized as an existing or proposed Significant Ecological Area that links migratory populations, as designated by the County (County of Los Angeles 2019). The project site is located within a highly urbanized area and would not interfere with the movement of any native residents, migratory fish, or wildlife species. Therefore, no impacts associated with wildlife movement or wildlife corridors would occur.

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

**No Impact.** The City does not have any local policies or ordinances protecting trees located on private property, nor are there any trees currently on site. Further, the City is located in a highly urbanized and dense area. The City is almost entirely developed, with the exception of a few vacant infill parcels throughout the community. There are no expansive open space areas, natural features or sensitive natural plant communities, or riparian habitats for which to consider conservation (City of Hawaiian Gardens 2010). Therefore, the project would not conflict with any local policies or ordinances protecting biological resources, and no impact would occur.

- 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?*

**No Impact.** The project site is not located within any habitat conservation plan; natural community conservation plan; or other approved local, regional, or state habitat conservation plan area. Therefore, the project would not conflict with the provisions of an adopted conservation plan, and no impact would occur.

### 3.5 Cultural Resources

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>V. CULTURAL RESOURCES - Would the project:</b>				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

a) **Would the project cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?**

**No Impact.** A significant impact may occur if grading or excavation activities associated with a project would disturb historic resources that presently exist within the project site.

A historical resource is defined by California Public Resources Code Section 21084.1 and CEQA Guidelines Section 15064.5 as any resource listed in or determined to be eligible for listing in the California Register of Historical Resources (CRHR), is listed in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), is identified as significant in a historical resource survey meeting the requirements of Public Resources Code Section 5024.1(g), or is determined to be a historical resource by the project's lead agency. The criteria for listing resources on the CRHR were expressly developed to be in accordance with criteria for listing in the National Register of Historic Places, enumerated below. A resource is considered historically significant if it (i) retains "substantial integrity," and (ii) meets at least one of the following criteria (PRC Section 5024.1[c][1-4]):

1. Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage.
2. Is associated with the lives of persons important in our past.
3. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values.
4. Has yielded, or may be likely to yield, information important in prehistory or history.

In order to understand the historic importance of a resource, sufficient time must have passed to obtain a scholarly perspective on the events or individuals associated with the resource. A resource less than 50 years old may be considered for listing in the CRHR if it can be demonstrated that sufficient time has passed to understand its historical importance (see 14 CCR 4852[d][2]). A significant adverse effect would occur

if a project were to adversely affect a historical resource as defined by California Public Resources Code Section 21084.1 and Section 15064.5 of the CEQA Guidelines.

The project site is currently a vacant parcel (located at 22434 Norwalk Boulevard) with no existing structures on site. Despite the parcel being vacant, the project site is located in a highly urbanized and developed area. The project site has been previously graded and contains disturbed soil and dry grasses. As such, the project site would not be eligible for listing in the National Register of Historic Places or CRHR, and thus, would not be considered a historical resource as defined by CEQA. Therefore, the project would result in no impacts to historical resources.

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

***Less-Than-Significant Impact with Mitigation Incorporated.*** A significant impact may occur if grading or excavation activities would disturb archaeological resources within the project site. The project site has been previously graded and consists of disturbed soils and dry grasses. Previous on-site development activities affected the entirety of the project site, and as such, it follows that any archaeological resources that may have once been located on the project site could have been previously disturbed.

Nonetheless, it is always possible that intact archaeological deposits, including Tribal cultural resources, could be present at subsurface depths that were not impacted by previous grading activities. As such, the project site should be treated as potentially sensitive for archaeological resources. For this reason, and based on recommendations typically provided by the Gabrieleno Band of Mission Indians-Kizh Nation (refer to Section 3.18, Tribal Cultural Resources), who is consulting on the project, Mitigation measures (MM) CUL-1 and MM-CUL-2 are recommended to reduce potential impacts to unanticipated archaeological resources and Tribal cultural resources. With the incorporation of MM-CUL-1 and MM-CUL-2, impacts associated with archaeological resources would be less than significant.

**MM-CUL-1** In consultation with the Gabrieleno Band of Mission Indians-Kizh Nation Tribal Government, the project applicant shall compensate via a Native American Monitoring Service Agreement for the services of a Tribal monitor who is both approved by Gabrieleno Band of Mission Indians-Kizh Nation Tribal Government and is listed under the NAHC's Tribal Contact list for the project area. The Tribal monitor shall only be present on the project site during the construction phases involving ground disturbance, which may include but are not limited to pavement removal, pot-holing or auguring, grubbing, tree removals, boring, grading, excavation, drilling, and trenching.

The Tribal monitor shall complete daily monitoring logs that provide descriptions of the day's activities, including construction activities, locations, soil, and any cultural materials identified. The on-site Tribal monitoring shall end when ground disturbing activities are completed, or when the Tribal monitor has indicated that the project site has a low potential for impacting archaeological and Tribal resources.

**MM-CUL-2** If any archaeological or Tribal resources are discovered during ground disturbing activities, construction activity shall cease in the immediate vicinity of the find until the find can be assessed. All archaeological resources unearthed by construction activities shall be evaluated by the Tribal monitor and a qualified archaeologist meeting the Secretary of the Interior's Professional Qualification Standards. If the find is Native American in origin, the Gabrieleno Band of Mission Indians-Kizh Nation shall coordinate with the landowner



regarding treatment and curation. Costs associated with treatment and curation shall be burdened by the project applicant/developer, unless otherwise specified by the Tribe.

Construction activities may continue on other parts of the project site while evaluation and, if necessary, mitigation, occurs. If the find is determined to constitute a historic resource or unique archaeological resource, time allotment and funding sufficient to allow for implementation of avoidance measures shall be made available. A treatment plan shall be prepared by the applicant/developer's qualified consultant under the guidance of the Gabrieleno Band of Mission Indians-Kizh Nation for the resource(s) in accordance with CEQA Guidelines Section 15064.5(f) and/or Public Resources Code Sections 21083.2(b).

Preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the material. If no institution accepts the archaeological material, the material shall be offered to a local school or historical society.

**c) *Would the project disturb any human remains, including those interred outside of dedicated cemeteries?***

Less-Than-Significant Impact. There are no previously recorded historic or cultural resources on the project site, nor are there any known human remains, burial grounds, or cemeteries located on or adjacent to the site. However, in accordance with California Health and Safety Code Section 7050.5, if human skeletal remains are uncovered during ground-disturbing activities, the lead agency staff and the County Coroner must be immediately notified of the discovery. The coroner would provide a determination within 48 hours of notification. No further excavation or disturbance of the identified material, or any area reasonably suspected to overlie additional remains, can occur until a determination has been made. If the County Coroner determines that the remains are, or are believed to be, Native American, the coroner would notify the Native American Heritage Commission (NAHC) within 24 hours. In accordance with California Public Resources Code Section 5097.98, the NAHC must immediately notify those persons it believes to be the most likely descendent (MLD) from the deceased Native American. Within 48 hours of this notification, the MLD would recommend to the lead agency her/his preferred treatment of the remains and associated grave goods.

In addition to these regulatory requirements, the Gabrieleno Band of Mission Indians-Kizh Nation requests that additional provisions also be incorporated to ensure that impacts related to human remains are minimized to the greatest extent feasible. These supplemental measures are provided in MM-CUL-3. With compliance with existing state law and MM-CUL-3, impacts associated with human remains would be less than significant.

**MM-CUL-3** In addition to the requirements established in California Health and Safety Code Section 7050.5 and California Public Resources Code Section 5097.98, if human remains or funerary objects are uncovered during ground-disturbing activities, the Tribal monitor shall immediately divert work to a minimum of 150 feet from the discovery and place an exclusion zone around the burial. The Tribal monitor shall then notify the Gabrieleno Band of Mission Indians-Kizh Nation, a qualified archaeologist, and the construction manager who will call the County Coroner. Construction activities shall continue to be diverted while the Coroner determines whether the remains are Native American. The discovery shall be

confidential and secure to further disturbance. If the discovery is determined to be Native American, the Corner shall notify the Native American Heritage Commission (NAHC) as mandated by state law, who shall then appoint a Most Likely Descendent (MLD).

If the Gabrieleno Band of Mission Indians-Kizh Nation is designated as the MLD, treatment measures in accordance with Tribal practices and customs shall be implemented. Treatment measures may include the land owner arranging for a designated on-site location for the respectful reburial of the human remains and/or ceremonial objects. If the discovered human remains cannot be fully documented and recovered on the same day, the remains shall be covered with muslin cloth and a steel plate that can only be moved by heavy equipment. If a steel plate is not available, a guard shall be posted on-site during all non-working hours.

Each occurrence of human remains and associated funerary objects shall be stored using opaque cloth bags. All human remains, funerary objects, sacred objects, and objects of cultural patrimony shall be removed to a secure container on-site. These items shall be retained and reburied within six months of recovery. The site of reburial/repatriation shall be on the project site but at an on-site location agreed upon between the Gabrieleno Band of Mission Indians-Kizh Nation and landowner between in an area that shall be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered.

If it is determined by the Gabrieleno Band of Mission Indians-Kizh Nation the burial must be removed from the Project site, the Tribe shall work with the qualified archaeologist to ensure that the excavation is treated carefully, ethically, and respectfully. If data recovery is approved by the Tribe, documentation shall be taken that includes, at a minimum, detailed descriptive notes and sketches. Additional types of documentation may be approved by the Tribe for data recovery purposes. Cremations shall either be removed in bulk or by other means, as necessary, to ensure complete recovery of all material. If discovery of human remains includes four or more burials, the location shall be considered a cemetery and a separate treatment plan shall be prepared. Once complete, a final report of all activities shall be submitted to the Tribe and NAHC. The Tribe shall not authorize scientific study or use of invasive diagnostics on human remains.

### 3.6 Energy

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>VI. Energy – Would the project:</b>				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

a) *Would the project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?*

**Less-Than-Significant Impact.** The construction and operation of the proposed project would require the consumption of energy resources in several forms at the proposed project site and within the proposed project site area. In general, the aggregated-temporary (approximate 11-month), construction energy consumption would be less than energy consumed during the long-term operation of the facility. An overview of the forms of energy consumption for construction and operation is provided as follows:

**Construction Energy Consumption**

1. Temporary Direct Electrical Service: Energy Provided by Southern California Edison (SCE)
  - Construction site lighting
  - Computer equipment
  - Temporary construction trailer operation
2. Fossil Fuels (Diesel and Gasoline)
  - Off-road construction equipment
  - Diesel-fired electric generators
  - Worker vehicles, vendor trucks, and haul trucks

**Operational Energy Consumption**

1. Direct Electrical Service: Energy Provided by SCE
  - Building heating, ventilation, and air-conditioning (HVAC)
  - Lighting: interior and exterior facilities



- Computer, audio and video equipment
  - Appliances
2. Indirect Energy Consumption
    - Supply, distribution, and treatment of water and wastewater; solid waste
  3. Fossil Fuels (Diesel and Gasoline) Transportation
    - Project employees, delivery, and customers.

Construction and operational energy consumption is evaluated in detail below.

### *Construction*

#### Electricity

Temporary electric power for as-necessary lighting and electronic equipment (such as computers inside temporary construction trailers) would be provided by SCE. The electricity used for such activities would be temporary and be substantially less than that required for project operation, and would have a negligible contribution to the project's overall energy consumption.

#### Natural Gas

Natural gas is not anticipated to be required during construction of the proposed project. Fuels used for construction would primarily consist of diesel and gasoline, which are discussed below under "Petroleum." Any minor amounts of natural gas that may be consumed as a result of project construction would be substantially less than that required for project operation and would have a negligible contribution to the project's overall energy consumption.

#### Petroleum

Heavy-duty construction equipment associated with demolition and construction activities would rely on diesel fuel, as would vendor trucks involved in delivery of materials to the project site. Construction workers would travel to and from the project site throughout the duration of construction. It is assumed in this analysis that construction workers would travel in gasoline-powered light-duty vehicles.

Heavy-duty construction equipment of various types would be used during each phase of project construction. Appendix A lists the assumed equipment usage for each phase of construction. The project's construction equipment is estimated to operate a total combined 10,532 hours.

Fuel consumption from construction equipment was estimated by converting the total carbon dioxide (CO<sub>2</sub>) emissions from each construction phase to gallons using the conversion factors for CO<sub>2</sub> to gallons of gasoline or diesel. The conversion factor for gasoline is 8.78 kilograms per metric ton CO<sub>2</sub> per gallon, and the conversion factor for diesel is 10.21 kilograms per metric ton CO<sub>2</sub> per gallon (The Climate Registry 2019). The estimated diesel fuel usage from construction equipment is provided in Table 6.

**Table 6. Construction Equipment Diesel Demand (Off-Road Equipment)**

Phase	Pieces of Equipment	Equipment CO <sub>2</sub> (MT)	kg/CO <sub>2</sub> /Gallon	Gallons
Site Preparation	3	1.55	10.21	151.49
Grading	3	2.53	10.21	248.15
Building Construction	7	181.92	10.21	17,818.25
Paving	5	5.88	10.21	576.18
Architectural Coating	1	1.28	10.21	125.03
<b>Total</b>				<b>18,919.10</b>

Sources: Pieces of equipment and equipment CO<sub>2</sub> (Appendix A); kg/CO<sub>2</sub>/Gallon (The Climate Registry 2019).

Notes: CO<sub>2</sub> = carbon dioxide; MT = metric ton; kg = kilogram.

Fuel consumption from worker, vendor, and haul truck trips are estimated by converting the total CO<sub>2</sub> emissions from each construction phase to gallons using the conversion factors for CO<sub>2</sub> to gallons of gasoline or diesel. Worker vehicles are assumed to be gasoline, and vendor/hauling vehicles are assumed to be diesel. Calculations for total worker, vendor, and haul truck fuel consumption are provided in Table 7, Table 8, and Table 9.

**Table 7. Construction Worker Gasoline Demand**

Phase	Trips	Vehicle MT CO <sub>2</sub>	kg/CO <sub>2</sub> /Gallon	Gallons
Site Preparation	16	0.08	8.78	9.29
Grading	32	0.16	8.78	18.59
Building Construction	6,800	33.88	8.78	3,859.02
Paving	140	0.69	8.78	78.82
Architectural Coating	80	0.40	8.78	45.05
<b>Total</b>				<b>4,010.76</b>

Sources: Trips and vehicle CO<sub>2</sub> (Appendix A); kg/CO<sub>2</sub>/Gallon (The Climate Registry 2019).

Notes: MT = metric ton; CO<sub>2</sub> = carbon dioxide; kg = kilogram.

**Table 8. Construction Vendor Diesel Demand**

Phase	Trips	Vehicle MT CO <sub>2</sub>	kg/CO <sub>2</sub> /Gallon	Gallons
Site Preparation	0	0.00	10.21	0.00
Grading	0	0.00	10.21	0.00
Building Construction	2,800	34.31	10.21	3,360.02
Paving	0	0.00	10.21	0.00
Architectural Coating	0	0.00	10.21	0.00
<b>Total</b>				<b>3,360.02</b>

Sources: Trips and vehicle CO<sub>2</sub> (Appendix B); kg/CO<sub>2</sub>/Gallon (The Climate Registry 2019).

Notes: MT = metric ton; CO<sub>2</sub> = carbon dioxide; kg = kilogram.

**Table 9. Construction Haul Truck Diesel Demand**

Phase	Trips	Vehicle MT CO <sub>2</sub>	kg/CO <sub>2</sub> /Gallon	Gallons
Site Preparation	0	0.00	10.21	0.00
Grading	18	0.69	10.21	67.56
Building Construction	0	0.00	10.21	0.00
Paving	0	0.00	10.21	0.00
Architectural Coating	0	0.00	10.21	0.00
<b>Total</b>				<b>67.56</b>

Sources: Trips and vehicle CO<sub>2</sub> (Appendix A); kg/CO<sub>2</sub>/Gallon (The Climate Registry 2019).

Notes: MT = metric ton; CO<sub>2</sub> = carbon dioxide; kg = kilogram.

In summary, construction of the project is conservatively anticipated to consume 4,011 gallons of gasoline and 22,347 gallons of diesel over approximately 11 months. By comparison, California’s consumption of petroleum is approximately 74.8 million gallons per day. Based on these assumptions, approximately 18 billion gallons of petroleum would be consumed in California over the course of the construction period (EIA 2017). Within Los Angeles County, approximately 9,436 million gallons of petroleum (gasoline and diesel) would be consumed over the course of the construction period (CARB 2019). Therefore, impacts associated during construction would be less than significant. No mitigation is required.

**Operation**

**Electricity**

Operation of the project upon buildout would require electricity for multiple purposes, including cooling, lighting, appliances, and various equipment. Additionally, the supply, conveyance, treatment, and distribution of water and wastewater would indirectly result in electricity usage. Electricity consumption associated with project operation is based on CalEEMod outputs presented in Appendix A.

CalEEMod default values for energy consumption for each land use were applied for the project analysis. The project involves both residential and nonresidential uses. For residential energy use, CalEEMod uses data collected during the Residential Appliance Saturation Survey to develop energy intensity values (electricity and natural gas per square foot per year). The energy use from nonresidential land uses is calculated in CalEEMod based on the California Commercial End-Use Survey database. For parking lots, CalEEMod includes calculation of energy use from lighting, ventilation, and elevators in parking lots and structures. Energy use in buildings (both natural gas and electricity) is divided by the program into end use categories subject to California Building Standards Code (Title 24) requirements (end uses associated with the building envelope, such as the HVAC system, water heating system, and integrated lighting) and those not subject to California Building Standards Code requirements (such as appliances, electronics, and miscellaneous “plug-in” uses).

The California Building Standards Code serves to enhance and regulate California’s building standards. The Building Energy Efficiency Standards are part of the California Building Standards Code (specifically, Part 6 of Title 24). The most recent version of the Building Energy Efficiency Standards is referred to as the “2019 Building Energy Efficiency Standards” and goes into effect in January 2020. As a result, the proposed project would consume approximately 328,563 kilowatt-hours per year during operation. For comparison, in 2017 the total residential and nonresidential electricity demand in Los Angeles County was 67,569,242,472 kilowatt-hours (CEC 2019a). The



project's electricity consumption would represent a county-wide increase of 0.0005%, and therefore represent a less than significant impact to electrical energy resources.

**Natural Gas**

Project operation would require natural gas for various purposes, including water heating and natural gas appliances. Natural gas consumption associated with operation is based on the CalEEMod outputs (see Appendix A).

CalEEMod default values for energy consumption for each land use were applied for the project analysis. For residential energy use, CalEEMod uses data collected during the Residential Appliance Saturation Survey to develop energy intensity values (electricity and natural gas per square foot per year). The energy use from nonresidential land uses is calculated in CalEEMod based on the California Commercial End-Use Survey database. Energy use in buildings (both natural gas and electricity) is divided by the program into end use categories subject to California Building Standards Code requirements (end uses associated with the building envelope, such as the HVAC system, water heating system, and integrated lighting) and those not subject to California Building Standards Code requirements (such as appliances, electronics, and miscellaneous "plug-in" uses). Based on CalEEMod estimations, the proposed project would consume approximately 1,011,090 kilo-British Thermal Units per year. For comparison, in 2017 the nonresidential natural gas use within Los Angeles County was 295,601,223,219 kilo-British Thermal Units (CEC 2019b).

**Petroleum**

During operations, the majority of fuel consumption resulting from the project would involve the use of motor vehicles traveling to and from the project site including hotel employees and customers.

Petroleum fuel consumption associated with motor vehicles traveling to and from the project site is a function of the VMT as a result of project operation. The annual VMT attributable to the proposed project is expected to be 1,417,386 VMT (Appendix B). Similar to the construction worker and vendor trips, fuel consumption from operational trips are estimated by converting the total CO<sub>2</sub> emissions from operation of the project to gallons using the conversion factors for CO<sub>2</sub> to gallons of gasoline or diesel. Based on the annual fleet mix provided in CalEEMod, 92.3% of the fleet range from light-duty to medium-duty vehicles and motorcycles are assumed to run on gasoline. The remaining 7.7% of vehicles represent medium-heavy duty to heavy-duty vehicles, and buses and are assumed to run on diesel.

Calculations for annual mobile source fuel consumption are provided in Table 10 (gasoline) and Table 11 (diesel).

**Table 10. Annual Mobile Source Gasoline Demand**

	Vehicle MT CO <sub>2</sub>	kg/CO <sub>2</sub> /Gallon	Gallons
Operation	569.02	8.78	64,809.19

Sources: Trips and vehicle CO<sub>2</sub> (Appendix B); kg/CO<sub>2</sub>/Gallon (The Climate Registry 2019).

Notes: MT = metric ton; CO<sub>2</sub> = carbon dioxide; kg = kilogram

**Table 1.1. Annual Mobile Source Diesel Demand**

	Vehicle MT CO <sub>2</sub>	kg/CO <sub>2</sub> /Gallon	Gallons
Operation	46.26	10.21	4,530.99

Sources: Trips and vehicle CO<sub>2</sub> (Appendix B); kg/CO<sub>2</sub>/Gallon (The Climate Registry 2019).

Notes: MT = metric ton; CO<sub>2</sub> = carbon dioxide; kg = kilogram

Over the lifetime of the project, the fuel efficiency of vehicles used by employees and customers, as well as vehicles used for deliveries to the project site, is expected to increase. As such, the amount of petroleum consumed as a result of vehicular trips to and from the project site during operation would decrease over time. There are numerous regulations in place that require and encourage increased fuel efficiency. For example, CARB has adopted an approach to passenger vehicles by combining the control of smog-causing pollutants and GHG emissions into a single, coordinated package of standards. The approach also includes efforts to support and accelerate the number of plug-in hybrids and zero-emissions vehicles in California (CARB 2013). Additionally, in response to Senate Bill 375, CARB adopted the goal of reducing per-capita GHG emissions from 2005 levels by 8% by 2020, and 18% by 2035 for light-duty passenger vehicles in the SCAG planning area. As such, operation of the project is expected to use decreasing amounts of petroleum over time due to advances in fuel economy.

**Summary**

The proposed project would create additional electricity and natural gas demand by adding a new hotel. However, the project would be subject to the 2019 Building Energy Efficiency Standards, which apply to new construction and regulate energy consumed for heating, cooling, ventilation, water heating, and lighting. Compliance with the 2019 Building Energy Efficiency Standards would ensure that the energy efficiency of the proposed buildings is maximized to the extent feasible. For these reasons, the proposed project would not result in wasteful, inefficient, or unnecessary consumption of energy. Impacts would be less than significant, and no mitigation is required.

**b) Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?**

**Less-Than-Significant Impact.** The proposed project would be subject to state regulations for energy efficiency, namely, California's Building Energy Efficiency Standards and CALGreen, both of which are set forth in the California Code of Regulations, Title 24. California's Building Energy Efficiency Standards were established in 1978 and serve to enhance and regulate California's building standards. These standards include regulations for residential and nonresidential buildings constructed in California to reduce energy demand and consumption. The Building Energy Efficiency Standards are updated periodically (every 3 years) to incorporate and consider new energy efficiency technologies and methodologies. CALGreen institutes mandatory minimum environmental performance standards for all ground-up, new construction of commercial, low-rise residential, and state-owned buildings, as well as schools and hospitals. The 2016 CALGreen standards became effective on January 1, 2017. The new 2019 standard became effective on January 1, 2020. The proposed project would meet Building Energy Efficiency Standards and CALGreen standards to reduce energy demand and increase energy efficiency.

At a regional level, the proposed project would be subject to the policies set forth in SCAG's 2016 RTP/SCS. The RTP/SCS is a regional growth-management strategy that targets per-capita GHG reduction from passenger vehicles and light-duty trucks in the Southern California region pursuant to Senate Bill (SB) 375.

In addition to demonstrating the region's ability to attain and exceed the GHG emission-reduction targets set forth by CARB, the 2016 RTP/SCS outlines a series of actions and strategies for integrating the transportation network with an overall land use pattern that responds to projected growth, housing needs, changing demographics, and transportation demands. Thus, successful implementation of the 2016 RTP/SCS would result in more complete communities with a variety of transportation and housing choices, while reducing automobile use. With regard to individual developments, such as the project, the strategies and policies set forth in the 2016 RTP/SCS include improved energy efficiency. The 2016 RTP/SCS goal is to actively encourage and create incentives for energy efficiency, where possible. As discussed previously, the project would comply with the 2019 CALGreen standards. For these reasons, the proposed project would be consistent with the SCAG 2016 RTP/SCS.

The proposed project would follow applicable energy standards and regulations during construction. In addition, the proposed project would be built and operated in accordance with all existing, applicable regulations at the time of construction. As such, the proposed project would not conflict with existing energy standards and regulations; therefore, impacts during construction and operation of the proposed project would be less than significant, and no mitigation is required.

### 3.7 Geology and Soils

	Potentially Significant Impact	Less than Significant Impact With Mitigation Incorporated	Less than Significant Impact	No Impact
<b>VII. GEOLOGY AND SOILS – Would the project:</b>				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



	Potentially Significant Impact	Less-Than-Significant Impact With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) 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"/>

a) *Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:*

i) *Rupture of a known earthquake fault, as delineated on the most recent Alquist-Prilolo 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.*

Less-Than-Significant Impact. According to the City's General Plan, no active faults have been identified within the City. According to the General Plan Safety Element, the closest faults in the broader project region include the Norwalk Fault, the Newport-Inglewood Fault, and the Los Alamitos Fault (City of Hawaiian Gardens 2010). The Los Alamitos Fault is the closest fault and is located 4.6 miles southwest of the project site. None of these faults underlies either the City or the project site. Thus, although the project could experience strong seismic ground shaking (see Section 3.7(a)(ii)), the project site is not susceptible to surface rupture. Therefore, the project would not directly or indirectly cause potential adverse effects related to the rupture of a known earthquake fault, and impacts associated with fault rupture would be less than significant.

ii) *Strong seismic ground shaking?*

Less-Than-Significant Impact. Similar to other areas located in the seismically active Southern California region, the City is susceptible to ground shaking during an earthquake. Numerous faults considered active or potentially active have been mapped in Southern California, including in the vicinity of the City. However, as addressed in Section 3.7(a)(i), the project is not located within an

active fault zone, and the site would not be affected by ground shaking more than any other area in the seismically active region. Therefore, the project would not directly or indirectly cause potential adverse effects related to seismic ground shaking, and impacts associated with strong seismic ground shaking would be less than significant.

**III) Seismic-related ground failure, including liquefaction?**

**Less-Than-Significant Impact.** Soil liquefaction is a seismically induced form of ground failure that has been a major cause of earthquake damage in Southern California. Liquefaction is a process by which water-saturated granular soils transform from a solid to a liquid state because of a sudden shock or strain, such as an earthquake. According to Exhibit 6-3 in the City's General Plan Safety Element, the entire City is located in a liquefaction zone. The liquefaction risk is no greater for the project site than it is for the surrounding areas and cities. Additionally, the project would be designed in accordance with all applicable provisions established in the current California Building Code, which sets forth specific engineering requirements to ensure structural integrity, regardless of the specific geotechnical characteristics of a particular site. Therefore, impacts associated with liquefaction would be less than significant.

**IV) Landslides?**

**No Impact.** According to the General Plan Safety Element, the City does not have any known landslide zones (City of Hawaiian Gardens 2010). The project site and surrounding area are predominantly flat and lack any substantial topographical variations. No hillsides are located on or adjacent to the project site. Therefore, no impacts associated with landslides would occur.

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

**Short-Term Construction Impacts**

**Less-Than-Significant Impact.** The project would involve earthwork and other construction activities that would disturb surface soils and temporarily leave exposed soil on the ground's surface. Common causes of soil erosion from construction sites include stormwater, wind, and soil being tracked off site by vehicles. However, construction activities would comply with all applicable state and local regulations for erosion control and grading. The proposed project would be required to comply with standard regulations, including SCAQMD Rules 402 and 403, which would reduce construction erosion impacts. Rule 403 requires that fugitive dust be controlled with best available control measures so that it does not remain visible in the atmosphere beyond the property line of the emissions source (SCAQMD 2005). Rule 402 requires dust suppression techniques be implemented to prevent dust and soil erosion from creating a nuisance off site (SCAQMD 1976).

Additionally, the project site is larger than 1-acre and would be subject to NPDES Construction General Permit requirements; thus, construction activities would be required to incorporate various temporary BMPs designed to prevent erosion and siltation during construction (EPA 2010). Therefore, with adherence to these regulatory requirements, short-term construction impacts associated with soil erosion and topsoil loss would be less than significant.

### Long-Term Operational Impacts

**Less-Than-Significant Impact.** Once operational, the project site would be developed with a 71-unit hotel, and paved parking areas and drive aisles. Collectively, these on-site areas would reduce the potential for soil erosion and topsoil loss. The structural and paved improvements would be impervious areas lacking any exposed soils. Therefore, long-term construction impacts associated with soil erosion and topsoil loss would be less than significant.

- 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?**

**Less-Than-Significant Impact.** According to the City's General Plan Safety Element, the City is blanketed by alluvial soil, containing sand, silt, and clay silts (City of Hawaiian Gardens 2010). The project site soil is classified as Urban land-Hueneme, drained-San Emigdio complex, which is described as discontinuous human-transported material over mixed alluvium derived from granite and/or sedimentary rock (USDA 2019).

As addressed in Section 3.7(a)(iii), the entire City has been identified as being located in a liquefaction hazard zone. However, the liquefaction risk is no greater for the project site than it is for the surrounding areas and cities. Additionally, the project would be designed in accordance with all applicable provisions established in the current California Building Code, which sets forth specific engineering requirements to ensure structural integrity, regardless of the specific geotechnical characteristics of a particular site. Furthermore, as previously mentioned in 3.7(a)(iv), the City has relatively flat topography and is not known to have any landslide zones. Therefore, impacts associated with unstable geologic units or soils would be less than significant.

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

**Less-Than-Significant Impact.** Expansive soils are characterized by their potential "shrink/swell" behavior. Shrink/swell is the change in volume (expansion and contraction) that occurs in certain fine-grained clay sediments from the cycle of wetting and drying. Clay minerals are known to expand with changes in moisture content. The higher the percentage of expansive minerals present in near-surface soils, the higher the potential for substantial expansion.

As described in the City's General Plan Safety Element, the City is blanketed by alluvial soil, containing sand, silt, and clay silts (City of Hawaiian Gardens 2010). The U.S. Department of Agriculture's Web Soil Survey does not identify the project site or surrounding areas as clay soils, which are typically expansive. The project site is classified as Urban land-Hueneme, drained-San Emigdio complex, which is described as discontinuous human-transported material over mixed alluvium derived from granite and/or sedimentary rock (USDA 2019). Therefore, impacts associated with expansive soils would be less than significant.



- e) *Would the project 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?*

*No Impact.* The project would connect to the existing municipal sewer system and would not require a septic or alternative wastewater disposal system. Therefore, no impacts associated with the ability of soils to support septic tanks would occur.

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

*Less-Than-Significant Impact with Mitigation Incorporated.* A significant impact may occur if grading or excavation activities would disturb paleontological resources within the project site. The project site has been previously graded and consists of disturbed soils and dry grasses. Previous on-site development activities affected the entirety of the project site, and as such, it follows that any paleontological resources that may have once been located on the project site could have been previously disturbed. Further, according to the U.S. Department of Agriculture's Web Soil Survey, the project site is underlain by Urban land-Hueneme, drained-San Emigdio complex, which is described as discontinuous human-transported material over mixed alluvium derived from granite and/or sedimentary rock (USDA 2019). Human-transported fill materials generally do not contain significant paleontological resources on or very near the surface immediately underlying the project site. Therefore, the likelihood of affecting paleontological resources within the project site is considered low. Nonetheless, it is always possible that intact paleontological resources are present at subsurface depths that were not impacted by previous grading activities. For instance, at depths below human-transported fill materials, there is a greater likelihood of encountering sediments that are old enough to contain significant paleontological resources. Given these factors, the likelihood of impacting paleontological resources within the project site is considered low above the original ground surface, increasing with depth. Therefore, if excavations are anticipated to occur at depths below the original surface, mitigation is required. MM-GEO-1 is recommended to reduce potential impacts to unanticipated paleontological resources. With incorporation of MM-GEO-1, impacts associated with paleontological resources would be less than significant.

**MM-GEO-1** If excavations reach depths below human-transported fill materials, a qualified paleontologist meeting the Society of Vertebrate Paleontologists (SVP) (2010) standards should be retained to determine when and where paleontological monitoring is warranted. The qualified paleontologist or a qualified paleontological monitor meeting the SVP (2010) standards under the direction of the qualified paleontologist shall conduct the paleontological monitoring. If the sediments are determined by the qualified paleontologist to be too young or too coarse-grained to likely preserve paleontological resources, the qualified paleontologist can reduce or terminate monitoring per the SVP (2010) guidelines and based on the excavations remaining for the project.

### 3.8 Greenhouse Gas Emissions

	Potentially Significant Impact	Less-Than-Significant Impact With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
<b>VIII. GREENHOUSE GAS EMISSIONS – Would the project:</b>				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

**Short-Term Construction Emissions**

Less-Than-Significant Impact. Construction of the project would result in GHG emissions, which are primarily associated with use of off-road construction equipment, on-road vendor and haul trucks, and worker vehicles. As previously stated, SCAQMD recommends that construction emissions be amortized over a 30-year project lifetime; therefore, the total construction GHG emissions were calculated, amortized over 30 years, and then compared to the SCAQMD operational GHG significance threshold of 1,400 metric tons of carbon dioxide equivalent (MT CO<sub>2</sub>e) per year.

The CalEEMod was used to estimate GHG emissions during construction. Construction of the project is anticipated to last up to 11 months. On-site sources of GHG emissions include off-road equipment and off-site sources include on-road vehicles (haul trucks, vendor trucks, and worker vehicles). Table 12 presents construction GHG emissions for the project from on-site and off-site emission sources.

**Table 12. Estimated Annual Construction Greenhouse Gas Emissions**

Year	CO <sub>2</sub>	CH <sub>4</sub>	N <sub>2</sub> O	CO <sub>2</sub> e
	Metric Tons			
2019	68.07	0.01	0.00	68.35
2020	195.30	0.03	0.00	196.04
<b>Total</b>				<b>264.39</b>
<i>Annualized emissions over 30 years (metric tons per year)</i>				<b>8.81</b>

Notes: CO<sub>2</sub> = carbon dioxide; CH<sub>4</sub> = methane; N<sub>2</sub>O = nitrous oxide; CO<sub>2</sub>e = carbon dioxide equivalent. See Appendix A for complete results.

As shown in Table 12, the estimated total GHG emissions during construction would be approximately 264 MT CO<sub>2</sub>e. Estimated project-generated construction emissions amortized over 30 years would be approximately 9 MT CO<sub>2</sub>e per year. As with project-generated construction air quality pollutant emissions, GHG emissions generated during construction of the project would be short-term in nature, lasting only for the duration of the construction period, and would not represent a long-term source of GHG emissions. Because there is no separate GHG threshold for construction, the evaluation of significance is determined by adding the amortized construction emissions to the operational emissions and comparing them to the operational threshold.

### **Long-Term Operational Emissions**

Less-Than-Significant Impact. CalEEMod was used to estimate potential project-generated operational GHG emissions from area sources (landscape maintenance), energy sources (natural gas and electricity), mobile sources, solid waste, and water supply and wastewater treatment. Emissions from each category are discussed in the following text with respect to the project. For additional details, see Appendix A for a discussion of operational emission calculation methodology and assumptions, specifically for area, energy (natural gas and electricity), and mobile sources. Operational year 2021 was assumed as the first full year of operation.

#### **Area Sources**

CalEEMod was used to estimate GHG emissions from the project's area sources, which include operation of gasoline-powered landscape maintenance equipment, which produce minimal GHG emissions. See Section 3.3(b) for a discussion of landscaping equipment emissions calculations. Consumer product use and architectural coatings result in VOC emissions, which are analyzed in the air quality analysis only, and little to no GHG emissions.

#### **Energy Sources**

The estimation of operational energy emissions was based on CalEEMod land use defaults and units or total area (i.e., square footage) of the project's land uses. For nonresidential buildings, CalEEMod energy intensity value (electricity or natural gas usage per square foot per year) assumptions were based on the California Commercial End-Use Survey database. Emissions are calculated by multiplying the energy use by the utility carbon intensity (pounds of GHGs per kilowatt-hour for electricity or 1,000 British thermal units for natural gas) for carbon dioxide (CO<sub>2</sub>) and other GHGs. Annual natural gas (non-hearth) and electricity emissions were estimated in CalEEMod using the emissions factors for SCE, which would be the energy source provider for the project. The project has no natural gas connection to the site and will not use natural gas. CalEEMod default assumptions were used for electricity use. The CalEEMod default natural gas use was converted to electricity to account for the additional electricity load.

#### **Mobile Sources**

All details for criteria air pollutants discussed in Section 3.3(b) are also applicable for the estimation of operational mobile source GHG emissions. Regulatory measures related to mobile sources include AB 1493 (Pavley) and related federal standards. AB 1493 required that CARB establish GHG emission standards for automobiles, light-duty trucks, and other vehicles determined by CARB to be vehicles that are primarily used for noncommercial personal transportation in the state. In addition, the National Highway Traffic Safety Administration and U.S. Environmental Protection Agency have established corporate fuel economy standards and GHG emission standards, respectively, for automobiles and light-, medium-, and heavy-duty vehicles. Implementation of these standards and fleet turnover (replacement of older vehicles with newer ones) will gradually reduce emissions from the project's motor vehicles. The effectiveness of fuel economy



improvements was evaluated by using the CalEEMod emission factors for motor vehicles in 2021 to the extent it was captured in EMFAC 2014.

The Low Carbon Fuel Standard calls for a 10% reduction in the carbon intensity of motor vehicle fuels by 2020, which would further reduce GHG emissions. However, the carbon intensity reduction associated with the Low Carbon Fuel Standard was not assumed in EMFAC 2014 and thus was not included in CalEEMod Version 2016.3.2 or the following calculations.

#### **Solid Waste**

The project would generate solid waste and therefore would result in CO<sub>2</sub>e emissions associated with landfill off gassing. CalEEMod default values for solid waste generation were used to estimate GHG emissions associated with solid waste. Per AB 341 (requiring mandatory commercial recycling beginning July 1, 2012), a 50% diversion rate has been included in the GHG assessment.

#### **Water and Wastewater**

Supply, conveyance, treatment, and distribution of water for the project require the use of electricity, which would result in associated indirect GHG emissions. Similarly, wastewater generated by the project requires the use of electricity for conveyance and treatment, along with GHG emissions generated during wastewater treatment. Water consumption estimates for both indoor and outdoor water use and associated electricity consumption from water use and wastewater generation were estimated using CalEEMod default values. Table 13 presents the GHG emissions of the project during operation.

**Table 13. Estimated Annual Operation Greenhouse Gas Emissions**

Emissions Source	CO <sub>2</sub>	CH <sub>4</sub>	N <sub>2</sub> O	CO <sub>2</sub> e
	Metric Tons per Year			
Area	0.00	0.00	0.00	0.00
Energy	158.64	0.01	0.00	159.34
Mobile	616.29	0.04	0.00	616.08
Waste	8.57	0.51	0.00	21.24
Water	12.44	0.07	0.00	14.86
Amortized construction emissions	—	—	—	8.81
			<b>Total</b>	<b>820.33</b>
			<b>SCAQMD Threshold</b>	<b>1,400</b>
			<b>Threshold Exceeded?</b>	<b>No</b>

**Notes:** CO<sub>2</sub> = carbon dioxide; CH<sub>4</sub> = methane; N<sub>2</sub>O = nitrous oxide; CO<sub>2</sub>e = carbon dioxide equivalent; SCAQMD = South Coast Air Quality Management District.

See Appendix A for complete results.

As shown in Table 13, the estimated total GHG emissions during operation of the project would be approximately 820 MT CO<sub>2</sub>e, including amortized construction emissions. The project would not exceed the SCAQMD threshold of 1,400 MT CO<sub>2</sub>e per year. Projects below this significance criterion have a minimal contribution to global emissions and are considered to have less-than-significant impacts. Therefore, operational impacts associated with directly or indirectly generating a significant quantity of GHG emissions would be less than significant.

- b) *Would the project generate conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?*

Less-Than-Significant Impact. The City has not adopted a comprehensive climate action plan, and there is currently no local guidance that would be applicable to the project. At this time, no mandatory GHG plans, policies, or regulations or finalized agency guidelines would apply to implementation of the project.

***Consistency with the SCAG's 2016–2040 Regional Transportation Plan and the 2016 SCAQMD AQMP***

SCAG's 2016 RTP/SCS is a regional growth-management strategy that targets per-capita GHG reduction from passenger vehicles and light-duty trucks in the Southern California region. The 2016 RTP/SCS incorporates local land use projections and circulation networks in city and county general plans. Typically, a project would be consistent with the RTP/SCS if the project does not exceed the underlying growth assumptions within the RTP/SCS. Because the project is not growth inducing, this type of consistency analysis does not apply. The project would not conflict with most of the goals within SCAG's 2016 RTP/SCS. The project would conflict with the goal to improve air quality and GHG in the region. However, as shown in Sections 3.3(b) and 3.7(a), the project would not exceed any SCAQMD thresholds and would not result in a substantial amount of air pollutant or GHG emissions.

While striving to achieve the NAAQS for O<sub>3</sub> and PM<sub>2.5</sub> and the CAAQS for O<sub>3</sub>, PM<sub>10</sub>, and PM<sub>2.5</sub> through a variety of air quality control measures, the SCAQMD 2016 AQMP also accommodates planned growth in the SCAB. Projects are considered consistent with, and would not conflict with or obstruct implementation of, the AQMP if the growth in socioeconomic factors (e.g., population, employment) is consistent with the underlying regional plans used to develop the AQMP (per Consistency Criterion No. 2 of the SCAQMD CEQA Air Quality Handbook). As discussed in Section 3.3(a), the demographic growth forecasts for various socioeconomic categories (e.g., population, housing, employment by industry) developed by SCAG for their 2016–2040 RTP/SCS, which are based on general plans for cities and counties in the SCAB, were used to estimate future emissions in the 2016 AQMP (SCAQMD 2017). Accordingly, the 2016 AQMP is generally consistent with local government plans. The project does not have growth-inducing components and thus would not conflict with the growth projections within the 2016 AQMP. Therefore, the project would be consistent with the goals of the 2016 AQMP.

***Consistency with CARB's Scoping Plan***

The Scoping Plan (approved by CARB in 2008 and updated in 2014 and 2017) provides a framework for actions to reduce California's GHG emissions and requires CARB and other state agencies to adopt regulations and other initiatives to reduce GHGs. The Scoping Plan is not directly applicable to specific projects; nor is it intended to be used for project-level evaluations.<sup>2</sup> Under the Scoping Plan, however, there are several state regulatory measures aimed at the identification and reduction of GHG emissions. CARB and other state agencies have adopted many of the measures identified in the Scoping Plan. Most of these measures focus on area source emissions (e.g., energy usage, high-global warming potential (GHGs in

<sup>2</sup> The Final Statement of Reasons for the amendments to the CEQA Guidelines reiterates the statement in the Initial Statement of Reasons that "[t]he Scoping Plan may not be appropriate for use in determining the significance of individual projects because it is conceptual at this stage and relies on the future development of regulations to implement the strategies identified in the Scoping Plan" (CNRA 2009).

consumer products) and changes to the vehicle fleet (i.e., hybrid, electric, and more fuel-efficient vehicles) and associated fuels (e.g., Low Carbon Fuel Standard), among others.

The Scoping Plan recommends strategies for implementation at the statewide level to meet the goals of AB 32 and establishes an overall framework for the measures that will be adopted to reduce California’s GHG emissions. Table 14 highlights measures that have been, or will be, developed under the Scoping Plan and presents the project’s consistency with Scoping Plan measures. The project would comply with all regulations adopted in furtherance of the Scoping Plan to the extent required by law and to the extent that they are applicable to the project.

**Table 14. Proposed Project Consistency with Scoping Plan Greenhouse Gas Emission Reduction Strategies**

Scoping Plan Measure	Measure Number	Proposed Project Consistency
<b>Transportation Sector</b>		
Advanced Clean Cars	T-1	<i>Consistent.</i> The project’s employees would operate vehicles in compliance with CARB vehicle standards that are in effect at the time of vehicle purchase.
Low Carbon Fuel Standard	T-2	<i>Consistent.</i> Motor vehicles driven by the project’s employees would use compliant fuels.
Regional Transportation-Related GHG Targets	T-3	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Advanced Clean Transit	—	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Last-Mile Delivery	—	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Reduction in VMT	—	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Vehicle Efficiency Measures 1. Tire Pressure 2. Fuel Efficiency Tire Program 3. Low-Friction Oil 4. Solar-Reflective Automotive Paint and Window Glazing	T-4	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Ship Electrification at Ports (Shore Power)	T-5	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Goods Movement Efficiency Measures 1. Port Drayage Trucks 2. Transport Refrigeration Units Cold Storage Prohibition 3. Cargo Handling Equipment, Anti-Idling, Hybrid, Electrification 4. Goods Movement Systemwide Efficiency Improvements 5. Commercial Harbor Craft Maintenance and Design Efficiency 6. Clean Ships 7. Vessel Speed Reduction	T-6	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.



**Table 14. Proposed Project Consistency with Scoping Plan Greenhouse Gas Emission Reduction Strategies**

Scoping Plan Measure	Measure Number	Proposed Project Consistency
Heavy-Duty Vehicle GHG Emission Reduction <ul style="list-style-type: none"> <li>• Tractor-Trailer GHG Regulation</li> <li>• Heavy-Duty Greenhouse Gas Standards for New Vehicle and Engines (Phase I)</li> </ul>	T-7	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Medium- and Heavy-Duty Vehicle Hybridization Voucher Incentive Proposed Project	T-8	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Medium and Heavy-Duty GHG Phase 2	—	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
High-Speed Rail	T-9	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
<b>Electricity and Natural Gas Sector</b>		
Energy Efficiency Measures (Electricity)	E-1	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Energy Efficiency (Natural Gas)	CR-1	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Solar Water Heating (California Solar Initiative Thermal Program)	CR-2	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Combined Heat and Power	E-2	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Renewables Portfolio Standard (33% by 2020)	E-3	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Renewables Portfolio Standard (50% by 2050)	—	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
SB 1 Million Solar Roofs (California Solar Initiative, New Solar Home Partnership, Public Utility Programs) and Earlier Solar Programs	E-4	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
<b>Water Sector</b>		
Water Use Efficiency	W-1	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Water Recycling	W-2	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Water System Energy Efficiency	W-3	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Reuse Urban Runoff	W-4	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Renewable Energy Production	W-5	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
<b>Green Buildings</b>		
1. State Green Building Initiative: Leading the Way with State Buildings	GB-1	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.

**Table 14. Proposed Project Consistency with Scoping Plan Greenhouse Gas Emission Reduction Strategies**

Scoping Plan Measure	Measure Number	Proposed Project Consistency
(Greening New and Existing State Buildings)		
2. Green Building Standards Code (Greening New Public Schools, Residential and Commercial Buildings)	GB-1	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
3. Beyond Code: Voluntary Programs at the Local Level (Greening New Public Schools, Residential and Commercial Buildings)	GB-1	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
4. Greening Existing Buildings (Greening Existing Homes and Commercial Buildings)	GB-1	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
<b>Industry Sector</b>		
Energy Efficiency and Co-Benefits Audits for Large Industrial Sources	I-1	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Oil and Gas Extraction GHG Emission Reduction	I-2	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Reduce GHG Emissions by 20% in Oil Refinery Sector	—	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
GHG Emissions Reduction from Natural Gas Transmission and Distribution	I-3	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Refinery Flare Recovery Process Improvements	I-4	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Work with the Local Air Districts to Evaluate Amendments to Their Existing Leak Detection and Repair Rules for Industrial Facilities to Include Methane Leaks	I-5	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
<b>Recycling and Waste Management Sector</b>		
Landfill Methane Control Measure	RW-1	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Increasing the Efficiency of Landfill Methane Capture	RW-2	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Mandatory Commercial Recycling	RW-3	<i>Consistent.</i> To the maximum extent practicable, the project would include recycling during both construction and operation, as required by local and state regulations.
Increase Production and Markets for Compost and Other Organics	RW-3	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Anaerobic/Aerobic Digestion	RW-3	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Extended Producer Responsibility	RW-3	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Environmentally Preferable Purchasing	RW-3	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.

## HOLIDAY INN EXPRESS SUITES PROJECT

**Table 14. Proposed Project Consistency with Scoping Plan Greenhouse Gas Emission Reduction Strategies**

Scoping Plan Measure	Measure Number	Proposed Project Consistency
<b>Forests Sector</b>		
Sustainable Forest Target	F-1	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
<b>High GWP Gases Sector</b>		
Motor Vehicle Air Conditioning Systems: Reduction of Refrigerant Emissions from Non-Professional Servicing	H-1	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
SF <sub>6</sub> Limits in Non-Utility and Non-Semiconductor Applications	H-2	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Reduction of Perfluorocarbons in Semiconductor Manufacturing	H-3	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Limit High GWP Use in Consumer Products	H-4	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Air Conditioning Refrigerant Leak Test During Vehicle Smog Check	H-5	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Stationary Equipment Refrigerant Management Program – Refrigerant Tracking/Reporting/Repair Program	H-6	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
Stationary Equipment Refrigerant Management Program – Specifications for Commercial and Industrial Refrigeration	H-6	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
SF <sub>6</sub> Leak Reduction Gas Insulated Switchgear	H-6	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
40% Reduction in Methane and Hydrofluorocarbon Emissions	–	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
50% Reduction in Black Carbon Emissions	–	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.
<b>Agriculture Sector</b>		
Methane Capture at Large Dairies	A-1	<i>Not applicable.</i> The project would not prevent CARB from implementing this measure.

Source: CARB 2008, 2017.

Notes: CARB = California Air Resources Board; GHG = greenhouse gas; VMT = vehicle miles traveled; N/A = not applicable; SB = Senate Bill; SF<sub>6</sub> = sulfur hexafluoride; GWP = global warming potential.

Based on the analysis in Table 14, the project would be consistent with the applicable strategies and measures in the Scoping Plan.

The project would not impede the attainment of the GHG reduction goals for 2030 or 2050 identified in Executive Order (EO) S-03-05 and SB 32. EO S-03-05 establishes the following goals: GHG emissions should be reduced to 2000 levels by 2010, to 1990 levels by 2020, and to 80% below 1990 levels by 2050. SB 32 establishes for a statewide GHG emissions reduction target whereby CARB, in adopting rules and regulations to achieve the maximum technologically feasible and cost-effective GHG emissions reductions, shall ensure that statewide GHG emissions are reduced to at least 40% below 1990 levels by December



31, 2030. While there are no established protocols or thresholds of significance for that future year analysis, CARB forecasts that compliance with the current Scoping Plan puts the state on a trajectory toward meeting these long-term GHG goals, although the specific path to compliance is unknown (CARB 2014).

To begin, CARB has expressed optimism with regard to both the 2030 and 2050 goals. It states in the First Update to the Climate Change Scoping Plan that "California is on track to meet the near-term 2020 GHG emissions limit and is well positioned to maintain and continue reductions beyond 2020 as required by AB 32" (CARB 2014). With regard to the 2050 target for reducing GHG emissions to 80% below 1990 levels, the First Update to the Climate Change Scoping Plan states the following (CARB 2014):

This level of reduction is achievable in California. In fact, if California realizes the expected benefits of existing policy goals (such as 12,000 megawatts of renewable distributed generation by 2020, net zero energy homes after 2020, existing building retrofits under AB 758, and others) it could reduce emissions by 2030 to levels squarely in line with those needed in the developed world and to stay on track to reduce emissions to 80% below 1990 levels by 2050. Additional measures, including locally driven measures and those necessary to meet federal air quality standards in 2032, could lead to even greater emission reductions.

In other words, CARB believes that the state is on a trajectory to meet the 2030 and 2050 GHG reduction targets set forth in AB 32, SB 32, and EO S-03-05. This is confirmed in the Second Update, which states (CARB 2017) the following:

The Proposed Plan builds upon the successful framework established by the Initial Scoping Plan and First Update, while also identifying new, technologically feasibility and cost-effective strategies to ensure that California meets its GHG reduction targets in a way that promotes and rewards innovation, continues to foster economic growth, and delivers improvements to the environment and public health, including in disadvantaged communities. The Proposed Plan is developed to be consistent with requirements set forth in AB 32, SB 32, and AB 197.

The project would not interfere with implementation of any of the previously described GHG reduction goals for 2030 or 2050 because the project would not exceed SCAQMD's recommended screening threshold of 1,400 MT CO<sub>2</sub>e per year (SCAQMD 2008). Because the project would not exceed the threshold, this analysis provides support for the conclusion that the project would not impede the state's trajectory toward the previously described statewide GHG reduction goals for 2030 or 2050.

As discussed previously, the project is consistent with the GHG emission reduction measures in the Scoping Plan and would not conflict with the state's trajectory toward future GHG reductions. In addition, since the specific path to compliance for the state in regard to the long-term goals will likely require development of technology or other changes that are not currently known or available, specific additional mitigation measures for the project would be speculative and cannot be identified at this time. The project's consistency would assist in meeting the City's contribution to GHG emission reduction targets in California. With respect to future GHG targets under SB 32 and EO S-03-05, CARB has also made clear its legal interpretation is that it has the requisite authority to adopt whatever regulations are necessary, beyond the AB 32 horizon year of 2020, to meet SB 32's 40% reduction target by 2030 and EO S-03-05's 80% reduction target by 2050; this legal interpretation by an expert agency provides evidence that future regulations will be adopted to continue the state on its trajectory toward meeting these future GHG targets.

Based on the considerations previously outlined, the project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs, and no mitigation is required. Therefore, impacts associated with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs would be less than significant.

### 3.9 Hazards and Hazardous Materials

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>IX. HAZARDS AND HAZARDOUS MATERIALS - Would the project:</b>				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on a site that 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 checked="" type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

#### **Short-Term Construction Impacts**

**Less-Than-Significant Impact.** During construction of the project, potentially hazardous materials would likely be handled on the project site. These materials would include gasoline, diesel fuel, lubricants, and other petroleum-based products required to operate and maintain construction equipment. Handling of these potentially hazardous materials would be temporary and would coincide with the short-term construction phase of the project.

Although these materials would likely be stored on the project site, storage would be required to comply with the guidelines set forth by each product's manufacturer and with all applicable federal, state, and local regulations pertaining to the storage of hazardous materials. Consistent with federal, state, and local requirements, the transport of hazardous materials to and from the project site would be conducted by a licensed contractor. Any handling, transport, use, or disposal of hazardous materials would comply with all relevant federal, state, and local agencies and regulations, including the U.S. Environmental Protection Agency (EPA), the California Department of Toxic Substances Control, the California Occupational Safety and Health Administration, Caltrans, the Resource Conservation and Recovery Act, the SCAQMD, and the Los Angeles County Certified Unified Program Agency. Therefore, short-term construction impacts related to the transport, use, or disposal of hazardous materials would be less than significant.

#### **Long-Term Operational Impacts**

**Less-Than-Significant Impact.** The project involves construction of a four-story, 71-unit hotel. As such, potentially hazardous materials associated with operation of the project would include those materials typically associated with cleaning and maintenance activities. Although these materials would vary, they would generally include household cleaning products, solvents, paints, fertilizers, and herbicides and pesticides. Many of these materials are considered household hazardous wastes, common wastes, and universal wastes by the EPA, which considers these types of wastes common to businesses and households and to pose a lower risk to people and the environment than other hazardous wastes when properly handled, transported, used, and disposed of (EPA 2019). Federal, state, and local regulations typically allow these types of wastes to be handled and disposed of under less-stringent standards than other hazardous wastes, and many of these wastes do not need to be managed as hazardous waste.

In addition, any potentially hazardous material handled on the project site would be limited in quantity and concentration, consistent with other similar service sector uses located in the City, and any handling, transport, use, and disposal of such material would comply with applicable federal, state, and local agencies and regulations. In addition, as mandated by the Occupational Safety and Health Administration, all hazardous materials stored on the project site would be accompanied by a Materials Safety Data Sheet, which would inform on-site personnel and hotel guests of the necessary remediation procedures in the case of accidental release (OSHA 2012). Therefore, long-term operational impacts associated with the use, transport, and disposal of hazardous materials would be less than significant.

- b) *Would the project 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?*

#### Short-Term Construction Impacts

**Less-Than-Significant Impact.** As discussed in Section 3.9(a), during construction of the project, potentially hazardous materials would likely be handled on the project site. These materials would include gasoline, diesel fuel, lubricants, and other petroleum-based products required to operate and maintain construction equipment. Handling of these potentially hazardous materials would be temporary and would coincide with the short-term construction phase of the project.

The Los Angeles County Fire Department regulates the use and storage of hazardous substances and responds to hazardous materials release incidents in the City. In the event that its services are required, the Health Hazardous Materials Division would dispatch members to ensure any spill or unauthorized releases would be properly removed, handled, transported, and disposed (LACFD 2019). Therefore, short-term construction impacts related to the accidental release of hazardous materials would be less than significant.

#### Long-Term Operational Impacts

**Less-Than-Significant Impact.** The project involves construction of a four-story, 71-unit hotel. As such, potentially hazardous materials associated with operation of the project would include those materials typically associated with cleaning and maintenance activities. Although these materials would vary, they would generally include household cleaning products, solvents, paints, fertilizers, and herbicides and pesticides. Many of these materials are considered household hazardous wastes, common wastes, and universal wastes by the EPA, which considers these types of wastes common to businesses and households and to pose a lower risk to people and the environment than other hazardous wastes when properly handled, transported, used, and disposed of (EPA 2019). Federal, state, and local regulations typically allow these types of wastes to be handled and disposed of under less-stringent standards than other hazardous wastes, and many of these wastes do not need to be managed as hazardous waste.

In addition, any potentially hazardous materials handled on the project site would be limited in quantity and concentration, consistent with other similar service sector uses located in the City, and any handling, transport, use, and disposal of such material would comply with applicable federal, state, and local agencies and regulations. In addition, as mandated by OSHA, all hazardous materials stored on the project site would be accompanied by a Materials Safety Data Sheet, which would inform on-site personnel and residents of the necessary remediation procedures in the case of accidental release (OSHA 2012). Therefore, long-term operational impacts associated with the use, transport, and disposal of hazardous materials would be less than significant.

- 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?*

**Less-Than-Significant Impact.** Land uses and activities typically associated with hazardous emissions or handling of hazardous or acutely hazardous materials, substances, or waste include heavy commercial, manufacturing, research, and industrial uses. The project would not include any such uses or activities.



The project site is located approximately 0.1 miles west of Hawaiian Elementary School (12350 226th Street) and 0.27 miles southeast of Venn W. Furgeson Elementary School (22215 Elaine Avenue). The project site would be located within 0.25 miles of existing schools; however, once operational, the project would not emit hazardous emissions or handle hazardous or acutely hazardous materials. As discussed in Section 3.9(a), during construction of the project, potentially hazardous materials would likely be handled on the project site. These materials would include gasoline, diesel fuel, lubricants, and other petroleum-based products required to operate and maintain construction equipment. Handling of these potentially hazardous materials would be temporary and would coincide with the short-term construction phase of the project. Any handling, transport, use, or disposal of hazardous materials would comply with all relevant federal, state, and local agencies and regulations, including the UEPA, the California Department of Toxic Substances Control, the California OSHA, Caltrans, the Resource Conservation and Recovery Act, the SCAQMD, and the Los Angeles County Certified Unified Program Agency. Therefore, impacts associated with the emitting or handling of hazardous materials within 0.25 miles of a school would be less than significant.

- d) *Would the project be located on a site that 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?*

**Less-Than-Significant Impact.** The Hazardous Waste and Substances Sites (Cortese List) is a planning document providing information about the location of hazardous materials release sites. California Government Code Section 6596.2 requires the California Environmental Protection Agency to develop, at least annually, an updated Cortese List. The Department of Toxic Substances Control is responsible for a portion of the information contained in the Cortese List. Other state and local government agencies are required to provide additional hazardous materials release information for the Cortese List (CalEPA 2019).

A review of Cortese List online data resources identified one site within the project boundary (SWRCB 2019; DTSC 2019). The site references a potential release of gasoline discovered during LUST cleanup in 1985; however, the case (#004042) was successfully closed in 1986 and no follow-up requirements or future development constraints have been placed on the project site (SWRCB 2019). Therefore, impacts associated with a hazardous materials site would be less than significant.

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

**No Impact.** The project site is located approximately 2.5 miles northwest of Joint Forces Training Base Los Alamitos (JFTB), and approximately 4 miles northeast of Long Beach Airport. According to the Los Angeles County Airport Land Use Commission, the project is not located within the airport land use plans for these nearby airports (ALUC 2019). The project site is located outside of any airport impact zones, and as such, the project would not result in a safety hazard for people residing in the project area. Therefore, no impacts associated with a safety hazard or excessive noise resulting from proximity to an airport would occur.

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

**Less-Than-Significant Impact.** As mentioned in the City General Plan, the project would be required to comply with the Hawaiian Gardens Emergency Operations Plan, adopted in March 2003. The plan provides

a strategy for the City's planned response to emergency situations. Additionally, Exhibit 6-1 of the City's General Plan Safety Element shows emergency routes for the City (City of Hawaiian Gardens 2010). The project would be provided emergency routes along East Carson Street and Norwalk Boulevard. The project site is also provided regional access via I-605, I-405, and SR-91. Due to this local and regional connectivity, in the unlikely event of an emergency, the project-adjacent roadway facilities would be expected to serve as emergency evacuation routes for first responders and residents. The project would not adversely affect operations on the local or regional circulation system, and as such, would not influence the use of these facilities as emergency response routes. Therefore, impacts associated with an emergency response plan would be less than significant.

**g) Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?**

**Less-Than-Significant Impact.** According to California Department of Forestry and Fire Services' (CAL FIRE'S) High Hazard Severity Zone, the project site is not located in an area identified as being susceptible to wildland fire (CAL FIRE 2019). Furthermore, the project site is surrounded by existing development in an urbanized portion of the City away from any urban-wildland interface. Therefore, no impacts associated with wildland fire hazards would occur.

### 3.10 Hydrology and Water Quality

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>X. HYDROLOGY AND WATER QUALITY – Would the project:</b>				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) result in substantial erosion or siltation on or off site;	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off site;	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

a) *Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?*

**Surface Water Quality**

**Less-Than-Significant Impact.** Construction of the project would include earthwork activities that could potentially result in erosion and sedimentation, which could subsequently degrade downstream receiving waters and violate water quality standards. Stormwater runoff during the construction phase may contain silt and debris, resulting in a short-term increase in the sediment load of the municipal storm drain system. Substances such as oils, fuels, paints, and solvents may be inadvertently spilled on the project site and subsequently conveyed via stormwater to nearby drainages, watersheds, and groundwater. The project site is larger than 1 acre and the project is therefore subject to the requirements of the NPDES Construction General Permit issued by the Los Angeles Regional Water Quality Control Board (RWQCB). The permit requires the implementation of stormwater controls and development of a Stormwater Pollution Prevention Plan (SWPPP) to minimize the amount of sediment and other pollutants from being discharged in stormwater runoff during construction, as well as various temporary BMPs designed to prevent erosion and siltation, as well as the off-site conveyance of various on-site constituents. Therefore, short-term construction impacts associated with water quality standards would be less than significant.

Once operational, the project site would be developed with a 71-unit hotel building, and paved parking spaces and drive aisles. Collectively, these on-site areas would reduce the potential for soils erosion and topsoil loss that could affect surface water quality. The structural and paved improvements would cover impervious areas lacking any exposed soils. The project would be subject to the requirements of the NPDES Municipal Separate Storm Sewer Systems (MS4) permit, which regulates municipal discharges of

stormwater and non-stormwater. Additionally, pursuant to Municipal Code 13.20.040, the project includes a LID plan to comply with City efforts to retain stormwater runoff generating from new construction projects. The LID plan includes 5,493 square feet of stormwater planter boxes (within 12 planter boxes) that would incorporate biofiltration, which would help to mitigate potential impacts to water quality. Therefore, long-term impacts associated with water quality standards would be less than significant.

#### Groundwater Quality

**Less-Than-Significant Impact.** Similar to surface water quality, groundwater quality would be protected during project construction through BMPs required by the NPDES permit. BMPs would include spill prevention and cleanup guidelines, dewatering operations guidelines, and stormwater run-off prevention. These BMPs would protect the groundwater from contamination by construction activities.

During normal operations, the project would allow for groundwater infiltration and recharge through installation of permeable pavers and planter boxes. Ground water quality would be protected through implementation of the LID plan that has been developed for the project. As previously discussed, the LID plan includes 5,493 square feet of stormwater planter boxes that would incorporate biofiltration. Biofiltration would improve stormwater quality by effectively removing pollutants, preventing the opportunity for pollutant intrusion into the groundwater system. Therefore, impacts associated with groundwater quality would be less than significant.

- b) **Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?**

#### Groundwater Supplies

**Less-Than-Significant Impact.** The project involves the construction of a four-story, 71-unit hotel, which would increase demand for water supply on the project site. The City's water sources are a combination of groundwater pumped from Central Ground Basin and imported water from the Colorado River and the Bay Delta in Northern California. The project site would receive water service from the Golden State Water Company Region II Central District - Central Basin East Artesia System. According to the City's General Plan, the Central Basin East Artesia System receives 40% imported and purchased water, and 60% water pumped from ground wells (City of Hawaiian Gardens 2010). Additionally, Golden State Water Company (GSWC) has entitlement of groundwater resources in the Central Groundwater Basin. Furthermore, GSWC leases additional water rights from entities that no longer pump groundwater but have entitlements, in the attempt to meet the increase in water demand from its service area. As such, GSWC currently has no immediate concern with the availability of water supply to the City. Therefore, impacts associated with groundwater supplies would be less than significant.

#### Groundwater Recharge

**Less-Than-Significant Impact.** The project involves the construction of a 71-unit hotel with paved parking spaces and drive isles. As such, the project would introduce greater impervious area to the site. As described in the project's LID Plan, the project would use permeable pavers to enable infiltration of stormwater runoff, as well as stormwater planters that would utilize biofiltration. Additionally, under existing conditions, the project site is a vacant lot with disturbed land; therefore, the project site is not considered



an important location for groundwater recharge. The project would not substantially impair groundwater recharge necessary to replenish the City's water supply; thus, impacts would be less than significant.

- 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 or through the addition of impervious surfaces, in a manner which would:***

- i) ***result in substantial erosion or siltation on or off site;***

***Less-Than-Significant Impact.*** There are no streams or rivers located on or near the project site. Project construction would involve some earth-disturbing activities, including grading, that could expose on-site soils to erosion and surface water runoff. However, inclusion of project BMPs would reduce erosion and siltation from the project site occurring from construction activities. In addition, the project site is located within a developed area, with residential and commercial land uses surrounding the project site; as such, the development of the project would not cause a significant change to surface bodies of water in a manner that could cause siltation or erosion. Therefore, impacts associated with altering of the existing drainage patterns and erosion would be less than significant.

- ii) ***substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off site;***

***Less-Than-Significant Impact.*** As discussed in Section 3.10(b), the project would increase the amount of impervious surfaces on the project site. Pursuant to Municipal Code 13.20.040, the project has prepared a LID plan to comply with City efforts to retain stormwater runoff generating from new construction projects. As described in the project's LID plan, the project would install 12 stormwater planter boxes and introduce permeable pavers to reduce stormwater runoff. Additionally, the project would construct two deep catch basins on the northwest and southwest portions of the project site, and install one cast-iron pipe for stormwater overflow. Furthermore, the project would comply with existing local, state, and federal regulations related to drainage and runoff. As such, the project would not result in flooding on or off site. Therefore, impacts associated with altering the existing drainage pattern and flooding would be less than significant.

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

***Less-Than-Significant Impact.*** As described in the project's LID plan, the project would install 12 stormwater planter boxes and introduce permeable pavers to reduce stormwater runoff. Additionally, the project would construct two deep catch basins on the northwest and southwest portions of the project site, and install one cast-iron pipe for stormwater overflow. Additionally, the project would comply with existing local, state, and federal regulations related to drainage and runoff. Furthermore, runoff from public streets would be collected into existing gutters along Brittain Street, Norwalk Boulevard, and 226th Street. As such, impacts associated with stormwater drainage system capacity would be less than significant.

lv) *Impede or redirect flood flows?*

**No Impact.** The project site does not contain any streams or rivers having the potential to be altered by the project. The project site has been previously graded and is located within a highly urbanized area. According to the City's General Plan, the City is located outside a Federal Management Agency 500-year floodplain, which indicates that the City has less than a 0.9% probability of flooding annually (City of Hawaiian Gardens 2010). Therefore, no impacts associated with impeding or redirecting flood flows would occur.

d) *In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation?*

**Less-Than-Significant Impact.** The project would not be susceptible to flood hazards, tsunami, or seiche. Seiche is generally associated with oscillation of enclosed bodies of water typically caused by ground shaking associated with a seismic event; however, the project site is not located near an enclosed body of water. Flooding from tsunami conditions is not expected, since the project site is located approximately 6 miles from the Pacific Ocean. In addition, the National Flood Insurance Program identifies the City as a Zone B area, which means the City has a minimal flood risk. However, according to the City General Plan, portions of the City are prone to urban flooding (City of Hawaiian Gardens 2010). Urban flooding is caused by debris accumulation on storm drains and in flood control channels and basins, over-burdened pumping stations, and aged draining systems. As described in the project's LID plan, the project would install 12 stormwater planter boxes and introduce permeable pavers to reduce stormwater runoff. Additionally, the project would construct two deep catch basins on the northwest and southwest portions of the project site, and install one cast-iron pipe for stormwater overflow. Additionally, the project would comply with existing local, state, and federal regulations related to drainage and runoff. Furthermore, runoff from public streets would be collected into existing curb inlet catch basins and gutters along Brittain Street, Norwalk Boulevard, and 226th Street. As such, the project would not result in flooding on or off site. Thus, the project would not risk release of pollutants due to inundation. Therefore, no impacts associated with seiche, tsunami, or flooding would occur.

e) *Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?*

**Less-Than-Significant Impact.** The project site is located within the jurisdiction of the Los Angeles Regional Water Quality Control Board Basin Plan (RWQCB 2014). As previously discussed, the project would be required to obtain an NPDES Construction General Permit that addresses pollution from construction activities. Further, construction activities would comply with applicable requirements of the Los Angeles Regional Water Quality Control Board, including compliance with Stormwater Pollution Prevention Plan-mandated BMPs. Compliance with regional and local regulations related to water quality control plans would reduce potential water quality impairment of surface waters. Therefore, the project would not conflict with a water quality control plan or sustainable groundwater management plan, and impacts would be less than significant.

### 3.11 Land Use and Planning

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XI. LAND USE AND PLANNING – Would the project:</b>				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**a) Would the project physically divide an established community?**

**No Impact.** The physical division of an established community typically refers to the construction of a linear feature (such as a major highway or railroad tracks) or removal of a means of access (such as a local road or bridge) that would impair mobility within an existing community or between a community and outlying area. Under the existing condition, the project site is not used as a connection between established communities. Instead, connectivity within the area surrounding the project site is facilitated via local roadways and pedestrian sidewalks. Therefore, no impacts associated with physical division of an established community would occur.

**b) Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?**

**Less-Than-Significant Impact.** The 1.25-acre project site is currently vacant and consists entirely of dirt and grasses. The project involves the construction of a four-story, 42,164-square-foot, 71-unit hotel. The General Plan land use designation for the project site is General Commercial, and the current zoning is C-4 (General Commercial) (City of Hawaiian Gardens 2010, 2011). The existing land use designations and zoning designations are shown on Figures 3 and 4, respectively. Pursuant to Section 18.60.050 of the City's Municipal Code, "hotels and motels" are conditionally permitted in the C-4 zone.

The analysis of land use consistency considers whether the project would cause a significant environmental impact due to a conflict with any applicable land use plan, policy, or regulations that are applicable to the project. The following analysis focuses on goals and policies related to the City's General Plan Land Use Element, which are applicable to the project. Table 15 summarizes the project's consistency with the land use goals and policies.

**Table 15. Consistency with Land Use Element Goals and Policies**

Land Use Element Goal or Policy Number	Stated Land Use Element Goal or Policy	Holiday Inn Express Suites Project Applicable Component(s)	Consistency Finding
<i>Provide opportunity for continued revitalization of a balanced community</i>			
Policy LU-1.1	Accommodate new development in accordance with the Land Use Map.	The City of Hawaiian Gardens Land Use Map designates the project site as General Commercial (see Figure 3). Pursuant to Section 18.60.050 of the City's Municipal Code, "hotels and motels" are conditionally permitted in the C-4 zone. The project would apply for a CUP to allow for a hotel use on the site. The project would therefore comply with the General Plan land use designation and applicable zoning, upon approval of the CUP.	The proposed project would be consistent with this goal.
<i>Provide commercial retail opportunities that serve residents and visitors</i>			
Policy LU-4.2	Encourage development of vacant and underutilized commercial parcels.	The project involves the construction of a four-story, 42,164-square-foot, 71-unit hotel on a vacant, undeveloped 1.25-acre lot. The project site has a General Plan land use designation of General Commercial (see Figure 3). Pursuant to Section 18.60.050 of the City's Municipal Code, "hotels and motels" are conditionally permitted in the C-4 zone.	The proposed project would be consistent with this goal.
Policy LU-4.4	Encourage the development of high quality commercial projects.	The project involves the construction of a four-story, 42,164-square-foot, 71-unit hotel on a vacant, 1.25-acre lot. The project would provide accommodation for out of town visitors and provide an assortment of amenities including a meeting room, offices, a bar and lounge, fitness room, multipurpose room, business center, kitchen and breakfast area (see Figure 2).	The proposed project would be consistent with this goal.
Policy LU-4.5	Ensure that applicable land use regulations allow for commercial uses that serve a broad market area, including visitor-serving uses.	The project site satisfies the applicable General Plan land use designation and zoning (see Figure 3). The project involves construction of a hotel which would be a visitor-serving use that would provide accommodation for out of town visitors as well as provide residents with potential job opportunities.	The proposed project would be consistent with this goal.
Policy LU-4.6	Support redevelopment of underutilized and blighted commercial areas along Norwalk Boulevard.	The project would support redevelopment of an underutilized commercial area along Norwalk Boulevard. The project involves the	The proposed project is consistent with this goal.



**Table 15. Consistency with Land Use Element Goals and Policies**

Land Use Element Goal or Policy Number	Stated Land Use Element Goal or Policy	Holiday Inn Express Suites Project Applicable Component (s)	Consistency Finding
		construction of a four-story, 42,164-square-foot, 71-unit hotel on a vacant, undeveloped 1.25-acre lot. The project site is located at the southeast corner of Norwalk Boulevard and 226th Street. The project site has a General Plan land use designation of General Commercial (see Figure 3). Pursuant to Section 18.60.050 of the City's Municipal Code, "hotels and motels" are conditionally permitted in the C-4 zone.	

Source: City of Hawaiian Gardens 2010.

As shown on Table 15, the project would be consistent with the land use goals and policies identified by the City's General Plan Land Use Element. Therefore, impacts associated with land use plans, policies, and regulations would be less than significant.

### 3.12 Mineral Resources

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

a) *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?*

**No Impact.** The State Mining and Reclamation Act of 1975 (California Public Resources Code Section 2710 et seq.) requires that the California State Geologist implement a mineral land classification system to identify and protect mineral resources of regional or statewide significance. According to maps obtained through the California Department of Conservation and California Geological Survey, the project site is within a Mineral Resource Zone 1 (MRZ-1) zone, which is defined as an area where adequate information

indicates that no significant mineral deposits are present (DOC 1981). Therefore, no impacts associated with loss of availability of a known mineral resource would occur.

**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?**

**No Impact.** As previously mentioned, according to maps obtained through the California Department of Conservation and California Geological Survey, the project site is within a Mineral Resource Zone 1 (MRZ-1) zone, which is defined as an area where adequate information indicates that no significant mineral deposits are present (DOC 1981). No mineral extraction activities occur on or adjacent to the project site, and no known mineral resources are present on site. Therefore, no impacts associated with the loss of availability of a locally important mineral resource recovery site would occur.

### 3.13 Noise

	Potentially Significant Impact	Less-Than Significant Impact With Mitigation Incorporated	Less-Than Significant Impact	No Impact
<b>XIII. NOISE - Would the project result in:</b>				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The following analysis is based on the Noise Assessment Technical Report prepared for the project and included as Appendix B.

Noise measurements with manual traffic counts were conducted on August 27, 2019, at noise-sensitive land uses adjacent to and in the vicinity of the project site. These measurements were intended to determine the existing noise levels in the project vicinity near noise-sensitive land uses, resulting from

traffic or from other sources. The measurements were made using a calibrated Soft dB Piccolo integrating sound level meter. The sound level meter meets the current American National Standards Institute standard for a Type 2 (general use) sound level meter. The sound level meter was positioned at a height of approximately 5 feet above the ground.

The noise measurement locations are depicted as ST1 through ST5 (short-term) on Figure 3 of Appendix B. As shown in Table 16, the measured short-term average noise levels ranged from approximately 60 A-weighted decibels (dBA) equivalent sound level ( $L_{eq}$ ) at ST2 and ST3 to 70 dBA  $L_{eq}$  at ST4 and ST5. The primary noise source was traffic on the local roadways. Appendix A of Appendix B contains the field data forms with complete sound level measurement results for the measurement locations.

**Table 16. Measured Short-Term Sound Levels and Traffic Counts**

Site	Description	Date/Time	$L_{eq}$ <sup>1</sup>	$L_{max}$ <sup>2</sup>	Cars	MT <sup>3</sup>	HT <sup>4</sup>	B <sup>5</sup>	MC <sup>6</sup>
ST1	8110 226th Street (Residential)	8/27/2019 9:27 a.m. to 9:42 a.m	62.7 dBA	84.5 dBA	21	1	0	1	0
ST2	12228 Brittain Street (Residential)	8/27/2019 9:48 a.m. to 10:03 a.m	59.7 dBA	76.1 dBA	6	0	0	0	0
ST3	12215 Brittain Street (Residential)	8/27/2019 10:07 a.m. to 10:22 a.m	60.2 dBA	72.3 dBA	6	0	0	0	0
ST4	22307 Norwalk Boulevard (Residential)	8/27/2019 10:38 a.m. to 10:53 a.m	70.3 dBA	84.1 dBA	201	2	0	2	0
ST5	8075 East Ring Street (Residential)	8/27/2019 11:20 a.m. to 11:35 a.m	70.4 dBA	80.3 dBA	194	3	0	1	0

Source: Appendix A of Appendix B.

**Table Notes:**

- 1 Equivalent continuous sound level (time-average sound level)
- 2 Maximum sound level
- 3 Medium trucks
- 4 Heavy trucks
- 5 Buses
- 6 Motorcycles

- a) ***Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?***

***Less-Than-Significant with Mitigation Incorporated.*** Temporary noise-generating activities associated with the project would include temporary on-site noise from construction activities and temporary off-site traffic noise along nearby roadways from trucks and worker vehicles during construction. Potential permanent noise-generating activities include traffic noise associated with project-related trips during operation, and operational noise from on-site mechanical equipment, parking lot noise, and recreational noise. Each of these is addressed below. As discussed in Appendix B, the City outlines its noise regulations and standards within the City of Hawaiian Gardens General Plan's Noise Element (City of Hawaiian Gardens 2010) and the Hawaiian Gardens Municipal Code (City of Hawaiian Gardens 2018).

Pursuant to Section 9.29.100(D) of the Hawaiian Gardens Municipal Code, construction noise is exempt from the City's noise ordinance standards, provided a permit has been obtained from the City, and provided construction activities take place between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, with no construction on Sunday or federal holidays.

## HOLIDAY INN EXPRESS SUITES PROJECT

Section 9.29.050 of the Municipal Code designates C-4 zoned properties, such as the project site, as Noise Zone 3. Noise Zone 3 has an exterior noise level standard of 75 dB(A) at all times and an interior noise level standard of 45 dB(A) at all times pursuant to Sections 9.29.060 and 9.29.080 of the Municipal Code. Further details regarding prohibited exterior and interior noise levels in the City are included in Appendix B.

The General Plan's Noise Element includes a Land Use/Noise Compatibility Guidelines matrix (Table 6-4 of the Noise Element) based on land use, identifying noise level ranges that are "Normally Acceptable," "Conditionally Acceptable," "Normally Unacceptable," and "Clearly Unacceptable," depending on the land use type. For commercial uses such as the project, the matrix shows that noise exposure up to 70 dBA community noise equivalent level (CNEL) is "Normally Acceptable," and up to 80 dBA CNEL is "Conditionally Acceptable." For residential uses, including those surrounding the project area, noise exposure up to 60 dBA CNEL and 65 dBA CNEL (for single-family and high-density residential, respectively) is "Normally Acceptable," and up to 70 dBA CNEL (for both single-family and high-density residential) is "Conditionally Acceptable."

### Construction Noise

Construction of the project would generate noise that could expose nearby receptors to elevated noise levels that may disrupt communication and routine activities. The magnitude of the impact would depend on the type of construction activity, equipment, duration of the construction, distance between the noise source and receiver, and intervening structures.

Phases of project construction include site preparation, grading, building construction, paving and architectural coating. The CARB CalEEMod was used to identify the construction equipment anticipated for development of the project. Based on this information, CalEEMod identified the anticipated equipment for each phase of project construction, listed in Table 17.

**Table 17. Construction Equipment by Phase**

Construction Phase	Equipment	Quantity
Site Preparation	Graders	1
	Rubber-tired dozers	1
	Tractors/loaders/backhoes	1
Grading	Graders	1
	Rubber-tired dozers	1
	Tractors/loaders/backhoes	1
Building Construction	Cranes	1
	Forklifts	1
	Generator sets	1
	Tractors/loaders/backhoes	1
	Welders	3
Paving	Cement and mortar mixers	1
	Pavers	1
	Paving equipment	1
	Rollers	1
	Tractors/loaders/backhoes	1
Architectural Coating	Air compressors	1

Source: Appendix A.



The Federal Highway Administration's Roadway Construction Noise Model (RCNM) (FHWA 2008) was used to estimate construction noise levels at the nearest noise-sensitive receptors, which include residential uses immediately to the east, as well as residences to the north and south, across from Brittain Street and 226th Street, respectively. The RCNM has default duty cycle values for the various pieces of equipment, which were utilized for this analysis. Please refer to Appendix B for the inputs used in the RCNM model and the detailed results.

The results of the construction noise analysis using the RCNM are summarized in Table 18. As shown, the highest noise levels from construction are predicted to range from approximately 68 dBA Leq (during the architectural coating phase) to 86 dBA Leq (during the site preparation and grading phases) at the nearest noise-sensitive receivers (single-family residences on the eastern side) when construction takes place at or adjacent to the eastern project boundary. More typically, when construction would take place throughout the project site, construction noise levels would range from approximately 62 dBA Leq (during the architectural coating phase) to 79 dBA Leq (during the site preparation phase) at the nearest noise-sensitive receivers.

These noise levels would be higher than ambient noise levels in the area (as shown in Table 16). Therefore, MM-NOI-1 has been proposed to reduce short-term construction noise impacts to below a level of significance. Among other things, implementation of MM-NOI-1 requires a temporary construction noise barrier shall be erected along the project site's entire eastern boundary, mandates that all construction equipment powered by internal combustion engines shall be properly muffled and maintained, and restricts construction to only the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday, excluding federal holidays.

**Table 18. Construction Noise Analysis Summary**

Construction Phase	Construction Noise at Representative Receiver Distances (Leq (dBA))	
	Nearest Source/Receiver Distance (Approx. 15 feet) <sup>1</sup>	Typical Source/Receiver Distance (Approx. 50 feet) <sup>2</sup>
Site Preparation	86	79
Grading	86	77
Building Construction	71	69
Paving	81	75
Architectural Coating	68	62

Source: Appendix B.

Notes: Leq = equivalent continuous sound level (time-averaged sound level); dBA = A-weighted decibel.

<sup>1</sup> The exception is for the building construction phase, for which the nearest source/receiver distance is approximately 50 feet.

<sup>2</sup> The exception is for the building construction phase, for which the typical source/receiver distance is approximately 100 feet.

**MM-NOI-1.** The following guidelines shall be implemented to reduce noise impacts to sensitive receivers during construction of the project:

- Noise-generating construction activities (which may include preparation for construction work) shall be not occur on weekdays and Saturdays between 7:00 p.m. and 7:00 a.m., and shall not occur on Sundays or on federal holidays.
- All construction equipment powered by internal combustion engines shall be properly muffled and maintained. No internal combustion engine shall be operated on the site without a muffler. All diesel equipment shall be operated with closed engine doors and

shall be equipped with factory recommended mufflers. Unnecessary idling of internal combustion engines shall be prohibited.

- Prior to the commencement of construction, a temporary construction noise barrier shall be erected along the project site's entire eastern boundary. The barrier shall be seven to eight feet in height, have a surface density of at least four pounds per square foot<sup>3</sup>, and be free of openings, gaps and cracks (with the exception of expansion joints), including at the base of the barrier<sup>4</sup>.
- Air compressors and generators used for construction shall be surrounded by temporary acoustical shelters. Whenever feasible, electrical power shall be used to run air compressors and similar power tools.
- Stationary equipment shall be placed so as to maintain the greatest possible distance to the sensitive use structures.
- All equipment servicing shall be performed so as to maintain the greatest possible distance to the sensitive use structures.
- Construction hours, allowable workdays, and the phone number of the job superintendent shall be clearly posted at all construction entrances to allow surrounding property owners to contact the job superintendent if necessary. In the event the City receives a complaint, appropriate corrective actions shall be implemented and a report of the action provided to the reporting party.

The above mitigation measure would minimize noise levels from construction activities at residences in the immediate vicinity of the Project site. Given that construction is a temporary, short-term impact, and that the noise ordinance does not contain a specific noise limit for construction activities, this mitigation would reduce construction noise to less than significant.

#### **Project-Generated Off-Site Traffic Noise**

The proposed project would generate traffic along adjacent roadways, in particular Norwalk Boulevard. Potential noise effects from vehicular traffic were assessed using the Federal Highway Administration's Traffic Noise Model version 2.5 (FHWA 2004). Please see Appendix B for details regarding the model input and output files for the project. The City does not have a specific noise criterion for evaluating off-site noise impacts to residences or noise-sensitive areas from project-related traffic. For the purposes of this noise analysis, such impacts are considered significant when they cause an increase of 5 dB from existing noise levels or result in an exceedance of the 60 dBA CNEL (for single-family) or 65 dBA CNEL (for multifamily) noise threshold. An increase or decrease in noise level of at least 5 dB is required before any noticeable change in community response would be expected (Caltrans 2013a). Table 19 provides the traffic noise modeling results.

<sup>3</sup> Or alternatively have a certified Sound Transmission Class (STC) rating of 30 dB or greater.

<sup>4</sup> Such a barrier may be constructed in the field from a "sandwich" of two ¾" thick (minimum) plywood sheets framed with 2 by 4s with fiberglass insulation in between, for example. Commercially-available temporary construction noise barriers (i.e., quilted "curtains" or matts) may be purchased or leased from a variety of sources, and hung or secured in place.

**Table 19. Traffic Noise Modeling Results**

Modeled Receptor	Existing (2019) Noise Level (dBA CNEL)	Existing (2019) with Project Noise Level (dBA CNEL)	Buildout (2021) without Project Noise Level (dBA CNEL)	Buildout (2021) with Project Noise Level (dBA CNEL)	Maximum Noise Level Increase (dB)
ST1	61	61	61	61	0
ST2	55	55	55	55	0
ST3	61	61	61	61	0
ST4	70	70	70	70	0
ST5	68	68	69	69	0

Source: Appendix C of Appendix B.

Table 19 shows that the maximum noise level increase would be 0 dB, when rounded to whole numbers. A change in noise level of less than 3 dB is not an audible change, in the context of community noise. Additionally, additional traffic from the project would not cause existing noise levels at nearby noise-sensitive receivers to exceed either the 60 dBA CNEL (for single-family residences) or the 65 dBA CNEL (for multifamily residences) noise standard. Based upon these results, traffic noise impacts would be less than significant, and no mitigation is required.

**Operational Onsite Noise Generation**

Project implementation would also result in changes to existing noise levels on the project site by developing new stationary sources of noise, including the introduction of outdoor HVAC equipment; pool and patio activities; and vehicle parking lot activities. These sources may affect off-site noise-sensitive land uses.

The proposed project would include 64 on-site parking stalls for hotel guests and staff. Noise sources from parking lots include car alarms, door slams, radios, and tire squeals. These sources typically range from about 30 dBA to 66 dBA at a distance of 100 feet<sup>5</sup> (Gordon Bricken & Associates 2010), and are generally short-term and intermittent. Parking lots have the potential to generate instantaneous noise levels that exceed 60 dBA depending on the location of the source; however, noise sources from the parking lot would be different from each other in kind, duration, and location, so that the overall effects would be separate and in most cases would not affect noise-sensitive receptors at the same time. Therefore, noise generated from parking lots would be less than significant, and no mitigation is required.

The proposed project has the potential to generate noise from HVAC equipment, as well as other mechanical equipment including pool pumps and (potentially) a trash compactor and emergency generator. The specific details (location, size, manufacturer, and model) of such equipment have not yet been determined. For a single point source such as a piece of mechanical equipment, the sound level normally decreases by approximately 6 dBA for each doubling of distance from the source under "hard-surface" conditions typical of a developed commercial site. Mechanical equipment noise levels could exceed the City's noise standards (55 dBA Leq daytime and 45 dBA Leq nighttime) for stationary-source noise at the residential uses to the north, east and south of the project site. This is a potentially significant impact.

<sup>5</sup> Note that the reference noise level range of 30 dBA to 66 dBA is at a distance of 100 feet from the noise source. Given that the proposed parking lot area would be located in closer proximity to the nearest noise receptors, noise levels could be occasionally higher than these referenced noise levels.

Implementation of mitigation measure MM-NOI-2 would reduce noise impacts from HVAC and other mechanical equipment to a less-than-significant level.

Proposed recreational facilities within the project site would include a pool and patio area, which would be located on the eastern side of the proposed hotel building. During daytime and evening hours, noise from most of these uses would not be disruptive, because ambient noise levels are higher during these hours, and typical activities in the daytime and evening are less prone to disruption by noise. Additionally, loud amplified music would not be permitted, and the noise exposure to the nearest residences (located to the east) would be reduced by the construction of a 6-foot-high boundary wall. However, at night, pool noise could be loud enough to disrupt sleep and other activities at adjacent on-site and neighboring off-site residences. This is a potentially significant impact. Implementation of mitigation measure MM NOI-3 would reduce noise impacts from recreational noise to a less-than-significant level.

**MM-NOI-2** Because HVAC equipment and other mechanical equipment can generate noise that could affect surrounding sensitive receptors and because the details, specifications, and locations of this equipment is not yet known, the project applicant shall retain an acoustical specialist to review project construction-level plans to ensure that the equipment specifications and plans for HVAC and other outdoor mechanical equipment incorporate measures, such as the specification of quieter equipment or provision of acoustical enclosures, will comply with relevant noise standards at nearby noise-sensitive land uses (e.g., residential). Prior to the commencement of construction, the acoustical specialist shall certify in writing to the City that the equipment specifications and plans incorporate measures that will achieve the relevant noise limits.

**MM-NOI-3** Prior to certificate of occupancy, signs shall be posted at the planned pool and patio areas prohibiting noisy activities between the hours of 10:00 p.m. and 7:00 a.m.

**b) *Would the project result in generation of excessive groundborne vibration or groundborne noise levels?***

***Less-Than-Significant with Mitigation Incorporated.*** The main concern associated with ground-borne vibration is annoyance; however, in extreme cases, vibration can cause damage to buildings, particularly those that are old or otherwise fragile. Some common sources of ground-borne vibration are trains, and construction activities such as blasting, pile-driving, and heavy earth-moving equipment. The primary source of potential ground-borne vibration as a result of the project would be construction activity.

Ground-borne vibration information related to construction activities has been collected by Caltrans (Caltrans 2013b). Information from Caltrans indicates that continuous vibrations with a peak particle velocity of approximately 0.1 inches per second begin to annoy people. The heavier pieces of construction equipment, such as bulldozers, would have peak particle velocities of approximately 0.089 inches per second or less at a distance of 25 feet (FTA 2018). Ground-borne vibration is typically attenuated over short distances. At the distance from the nearest vibration-sensitive receivers (residences located to the east) to where construction activity would be occurring on the project site (approximately 15 feet), and with the anticipated construction equipment, the peak particle velocity vibration level would be as high as approximately 0.192 inches per second. At the closest sensitive receptors, vibration levels would thus exceed the vibration threshold of potential annoyance of 0.1 inches/second; therefore, impacts associated with vibration-generated annoyance would be potentially significant. However, implementation of mitigation measure MM NOI-1 would ensure that residences are notified of construction activities and provided contact information in the event they wish to report a noise- or vibration-



related complaint. Therefore, with the incorporation of mitigation, impacts associated with vibration-generation annoyance would be less than significant.

The major concern with regards to construction vibration is related to building damage, which typically occurs at vibration levels of 0.5 inches per second or greater for buildings of reinforced-concrete, steel, or timber construction. As discussed above, the highest anticipated vibration levels associated with on-site project construction would be approximately 0.192 inches per second, which are below the threshold of 0.5 inches per second for building damage. Therefore, impacts associated with vibration-produced damage would be less than significant.

- c) **For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?**

**No Impact.** The project site is located approximately 2.5 miles northwest of Joint Forces Training Base Los Alamitos (JFTB), and approximately 4 miles northeast of Long Beach Airport. The project site is not located within the Airport Influence Areas of either of these airports, or within the vicinity of a private airstrip. Therefore, the project would not expose people residing or working in the project area to excessive noise levels from the airports and thus would result in no impact.

### 3.14 Population and Housing

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XIV. POPULATION AND HOUSING – Would the project:</b>				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

**Less-Than-Significant Impact.** The project involves the construction of a four-story, 42,164-square-foot, 71-unit hotel. No residential use or other land uses typically associated with directly inducing population growth

are included as part of the project. Additionally, the number of employees hired to construct and operate the proposed hotel would be minimal. The project would employ a maximum of 24 construction workers during project construction and a maximum of 5 full-time employees per shift during operation (assuming three 8-hour shifts, this would result in 15 full-time employees). It is anticipated that construction workers would come from the local labor force, and given the temporary nature of the construction work, it is unlikely construction workers would relocate to the area as a result of the project. This analysis conservatively assumes that all 15 new permanent, full-time employees would relocate to the area.

SCAG is a metropolitan planning organization that represents the Counties of Ventura, Los Angeles, San Bernardino, Orange, Riverside, and Imperial. As part of the 2016-2040 RTP/SCS, SCAG has prepared population, household, and employee projections for the region. Table 20 shows the employee projections from 2012 to 2040 for the City of Hawaiian Gardens.

**Table 20. Employment Growth for the City of Hawaiian Gardens**

	2012	2040
Employment	4,800	5,600

Source: SCAG 2016

The proposed hotel would introduce five new employees to the City of Hawaiian Gardens. This increase is 0.8% of SCAG's overall projected growth of 1,800 employees for the City from 2012 to 2040. Therefore, employee growth as a result of the project is well within SCAG's overall growth projections for the City and would not result in a substantial increase in population. Furthermore, the project would generally connect to existing utilities and infrastructure located adjacent to the project site. The project would not construct new or extend existing utilities or infrastructure into areas not currently served by such improvements. Thus, the project would not directly or indirectly induce population growth, and impacts associated with population growth inducement would be less than significant.

b) *Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?*

**No Impact.** There is currently no housing on the project site. As such, the site does not support a residential population. The project would consequently not displace existing people nor housing, and would not necessitate the construction of replacement housing. Thus, no impact would occur.

### 3.15 Public Services

	Potentially Significant Impact	Less-Than-Significant Impact With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
<b>XV. PUBLIC SERVICES</b>				
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:				
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

**Fire protection?**

**Less-Than-Significant Impact.** Fire protection and emergency medical response services in the City are provided by the Los Angeles County Fire Department (LACFD). The LACFD provides service to over 58 cities and unincorporated areas throughout the County. The project site is served by Fire Station No. 34 (21207 South Norwalk Boulevard), located approximately 1 mile north of the site. The station is equipped with one fire truck and three personnel, including a fire captain, engineer, and firefighter (City of Hawaiian Gardens 2010).

The project site is already within the LACFD service area, and once operational, would continue to be served by LACFD. Additionally, as discussed in Section 3.14(a), Population and Housing, the project would not induce substantial population growth in the City. Although the project would potentially result in a slight increase in calls for service to the project site in comparison to the existing conditions, this increase is expected to be nominal and not to result in the need for new LACFD facilities. Overall, it is anticipated that the project would be adequately served by existing LACFD facilities, equipment, and personnel. Therefore, impacts associated with the construction or expansion of fire protection facilities would be less than significant.

**Police protection?**

**Less-Than-Significant Impact.** Police protection services in the City are provided by the Lakewood station of the Los Angeles County Sheriff's Department (LASD) (City of Hawaiian Gardens 2010). The LASD operates out of its local headquarters (5130 Clark Avenue), located roughly 5 miles northwest of the project site.

The project site is already within the LASD service area, and once operational, the project would continue to be served by LASD. As previously mentioned, the project would not induce substantial population growth in the City. Although the project would potentially result in a slight increase in calls for service to the project site in comparison to the existing conditions, this increase is expected to be nominal and not to result in the need for new LASD facilities. Overall, it is anticipated that the project would be adequately served by existing LASD facilities, equipment, and personnel. Therefore, impacts associated with the construction or expansion of LASD facilities would be less than significant.

#### ***Schools?***

Less-than-Significant Impact. Preschool through high school education in the City is provided by the ABC Unified School District. As previously mentioned, the project would not induce substantial population growth in the City. The number of employees hired to construct and operate the proposed hotel would be minimal. As such, a significant increase in school-age children requiring public education is not expected to occur, and there would be no need for the development of additional schools. . Further, the project would be subject to the payment of City fees, a portion of which are allocated toward school facilities. Per Section 15.36.030 of the City's Municipal Code, each new development shall pay a growth requirements capital fee of four percent of the building valuation of that development. The fees are placed in the City's General Fund and may be used for any general government purpose (City of Hawaiian Gardens 2010). Payment of the fees would adequately mitigate any potential impacts to school facilities associated with the project and potential student generation. Therefore, the project would result in less-than-significant impacts associated with the construction or expansion of school facilities.

#### ***Parks?***

Less-than-Significant Impact. As previously mentioned, the project would not induce substantial population growth in the City. The number of employees hired to construct and operate the proposed hotel would be minimal. As such, an increase in patronage at park facilities is not expected. In addition, the number of hotel guests visiting existing parks would be minimal. As part of the project site plan (see Figure 2), the project would include a pool and visitors staying at the hotel would be more inclined to use hotel facilities rather than community parks. Further, the City requires a growth requirements capital fee, in which each new development pays a fee of four percent of the building valuation of that development. The fees are placed in the City's General Fund and may be used for any general government purpose, which may include park and recreational facility development and rehabilitation if the City deems appropriate (City of Hawaiian Gardens 2010). Payment of the fees would adequately mitigate any potential impacts to park facilities. Thus, the project would result in less-than-significant impacts associated with the construction or expansion of park facilities.

#### ***Other public facilities?***

Less-than-Significant Impact. As previously mentioned, the project would not induce substantial population growth in the City. The number of employees hired to construct and operate the proposed hotel would be minimal. As such, a substantial increase in patronage at libraries, community centers, and other public facilities is not expected. Therefore, the project would result in less-than-significant impacts associated with the construction or expansion of public facilities.



### 3.16 Recreation

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

- 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?*

Less-Than-Significant Impact. As discussed in Section 3.14(a), Population and Housing, the project would not induce substantial population growth in the City. As such, the project would not increase the use of existing parks and recreational facilities such that substantial physical deterioration of recreational facilities would occur or be accelerated. Additionally, due to the anticipated limited number of construction personnel, short-term impacts to local recreational facilities would not occur. Therefore, substantial physical deterioration of these facilities would not occur or be accelerated with implementation of the project, and the project would result in less-than-significant impacts to recreational facilities.

- 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?*

Less-Than-Significant Impact. As previously mentioned, the project would not induce substantial population growth in the City. Thus, the project would not increase the demand for recreational facilities. Additionally, the project would not promote or indirectly induce new development that would require the construction or expansion of recreational facilities. Further, as per Section 15.36.030 of the City's Municipal Code, each new development shall pay a growth requirements capital fee of four percent of the building valuation of that development. The fees are placed in the City's General Fund and may be used for any general government purpose, which may include park and recreational facility development and rehabilitation if the City deems appropriate (City of Hawaiian Gardens 2010). As such, the project would result in less-than-significant impacts related to the construction or expansion of recreational facilities.

### 3.17 Transportation

	Potentially Significant Impact	Less-Than-Significant Impact With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
<b>XVII. TRANSPORTATION - Would the project:</b>				
a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The following analysis is based on the October 2019 Traffic Impact Analysis prepared by Crown City Engineers Inc. and included as Appendix C.

**a) *Would the project conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?***

Less-Than-Significant Impact. For the purposes of the Traffic Impact Analysis (Appendix C), potential impacts to traffic and circulation were addressed for each of the following conditions:

- Existing (2019) Conditions
- Opening Year (2021) Pre-Project Conditions
- 2021 Cumulative Conditions with Project Traffic

**Thresholds of Significance**

**Level of Service**

Traffic operations of roadway facilities are described using the term Level of Service (LOS). LOS is a qualitative description of traffic flow based on several factors such as speed, travel time, delay, and freedom to maneuver. Six levels are typically defined ranging from LOS A, representing completely free-flow conditions, to LOS F, representing breakdown in flow resulting in stop-and-go conditions. LOS E represents operations at or near capacity, an unstable level where vehicles are operating with the minimum spacing for maintaining uniform flow.

### *City of Hawaiian Gardens Criteria*

According to the City's General Plan, the City's target minimum LOS is LOS D, which should be maintained during the peak commute hours (City of Hawaiian Gardens 2010). Hence, any intersection operating at LOS E or F is considered deficient/unsatisfactory.

### *Intersections*

Consistent with the City's traffic study guidelines, new development is required to mitigate traffic impacts exceeding these levels. Significant impacts are deemed to occur at any intersection in which the project causes the LOS to fall below LOS D or the peak hour delay to increase as follows:

- LOS A/B = By 10.0 seconds
- LOS C = By 8.0 seconds
- LOS D = By 5.0 seconds
- LOS E = By 2.0 seconds
- LOS F = By 1.0 second

### *Los Angeles County Congestion Management Program Criteria*

In addition to the General Plan, the standards and requirements of the Los Angeles County Congestion Management Program (CMP) provide the basis for evaluating the potential for project traffic impacts within the City. The CMP is a state-mandated program enacted by the California Legislature with the passing of Proposition 1.11 in 1990. The program is intended to address the impact of local growth on the regional transportation system. The CMP impact criteria apply for analysis of both freeway and intersection monitoring locations. For the purposes of the CMP, a significant impact would occur if the proposed project were to increase traffic demand on a CMP facility by 2% of capacity causing LOS F; if the facility was already at LOS F, a significant impact would occur if the proposed project were to increase traffic demand on a CMP facility by 2% of capacity. I-605 is the only route in or near Hawaiian Gardens designated in the CMP. There are no intersections in Hawaiian Gardens designated as CMP monitoring intersections.

### *Study Area*

#### *Carson Street*

Carson Street is a major east-west arterial street with two travel lanes in each direction plus turn lanes at major intersections. Directional travel is separated by raised median islands along the center. The street is approximately 82 feet wide and posted with a speed limit of 40 miles per hour. Most of the key intersections along Carson Street are signalized. Parking is permitted along the sides of the street. The average daily volume on Carson Street is approximately 23,350 vehicles per day. Carson Street provides full access ramps to the I-605 freeway from the north and south directions, approximately 1 mile to the west.

#### *Norwalk Boulevard*

Norwalk Boulevard is a major north-south arterial street with two travel lanes and a bike lane in each direction plus turn lanes at major intersections. Directional travel is separated by raised median islands as well as double-yellow painted stripes along the center. The street is approximately 72 feet wide and posted with a speed limit of 40 miles per hour. Most of the key intersections along Norwalk Boulevard are

signalized. Parking is not permitted along the sides of the street. The average daily volume on Norwalk Boulevard is approximately 18,400 vehicles per day.

### **226th Street**

226th Street is an east-west collector street with one travel lane in each direction. Directional travel is separated by yellow stripes along the center. The street is approximately 38 feet wide and posted with a speed limit of 25 miles per hour. The intersection of 226th Street and Norwalk Boulevard is signalized. Parking is permitted along the sides of the street. The average daily volume on 226th Street is approximately 1,600 vehicles per day.

### **Study Intersections**

The study intersections provide both regional and local access to the study area and define the extent of the boundaries for this transportation impact analysis. The transportation analysis study area is generally comprised of those locations that have the greatest potential to experience significant traffic impacts due to the proposed project, as defined by the City as lead agency under the CEQA. In the traffic engineering practice, the study area generally includes those intersections that are:

- Immediately adjacent or in close proximity to the project site;
- In the vicinity of the project site that are documented to have current or projected future adverse operational issues; and
- In the vicinity of the project site that are forecast to experience a relatively greater percentage of project-related vehicular turning movements (e.g., at freeway ramp intersections).

The intersections selected for analysis were based on the previously outlined criteria, and the project's potential impacts based on estimated contribution of traffic from the project within a 2-mile radius of the site. Figure 3 of the Traffic Impact Analysis (Appendix C) shows the location of the study intersections. The study intersections include:

1. Norwalk Boulevard and 226th Street (Signalized)
2. Norwalk Boulevard and Brittain Street (Unsignalized)
3. Norwalk Boulevard and 223rd Street (Signalized)
4. Norwalk Boulevard and 221st Street (Signalized)
5. Norwalk Boulevard and Carson Street (Signalized)

### **Existing Traffic Volumes**

Manual turning movement counts for the selected intersections were collected in the field for the morning and evening peak periods during May 2019. The intersections were counted during the peak hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on a typical weekday (Tuesday, Wednesday, or Thursday) (see Appendix H of Appendix C). Existing 2019 AM and PM peak hour trips for the study intersections include:

- Norwalk Boulevard and 226th Street: 1,165 during AM peak hour and 1,634 during PM peak hour
- Norwalk Boulevard and Brittain Street: 1,157 during AM peak hour and 1,262 during PM peak hour
- Norwalk Boulevard and 223rd Street: 1,318 during AM peak hour and 1,807 during PM peak hour
- Norwalk Boulevard and 221st Street: 1,514 during AM peak hour and 1,950 during PM peak hour
- Norwalk Boulevard and Carson Street: 3,408 AM peak hour and 4,037 during PM peak hour



**Cumulative Project Traffic Volumes**

The City has identified one cumulative development project within the project area. Cumulative development projects, as defined by CEQA Guidelines Section 15355, are "closely related past, present and reasonably foreseeable probable future projects." The Traffic Impact Analysis (Appendix C) assumes that these cumulative development projects will be developed and operational when the proposed project is operational.

**Project Traffic Characteristics**

In order to evaluate future traffic conditions with the proposed project, trip generation estimates were developed for the project. Trip generation rates for the project are based on the nationally recognized recommendations contained in the Trip Generation Manual, 10th edition, published by the Institute of Transportation Engineers (ITE 2017). Table 21 shows a summary of trip generation estimates for the project. The ITE Land Use Code used to determine the trip generation rates is 310 Hotel. It is estimated that the project will generate approximately 594 net trips per average day (297 inbound and 297 outbound). The average weekday net new peak hour trips will be approximately 34 trips during the AM peak hour (20 inbound and 14 outbound), and 43 trips during the PM peak hour (22 inbound and 21 outbound) (see Appendix C).

**Table 21. Hotel – Trip Generation Summary**

ITE Code/Land Use	Size & Unit	Trip Generation Rate						Average Traffic Volume							
		Daily Total	AM Peak Hour			PM Peak Hour			Daily Total	AM Peak Hour			PM Peak Hour		
			Total	%IN	%OUT	Total	%IN	%OUT		IN	OUT	Total	IN	OUT	Total
<b>Total Vehicle Trip Generation</b>															
310 Hotel	71 Rooms	8.36	0.47	59%	41%	0.60	51%	49%	594	20	14	34	22	21	43

Source: ITE 2017.

Notes: ITE = Institute of Transportation Engineers.

**Project Trip Distribution and Assignment**

Of the total project traffic, 40% is assigned to/from the northwest and 20% to/from the northeast via East Carson Street; 10% is assigned to/from the north and 25% to/from the south via Norwalk Boulevard; 5% is assigned to/from the east via 226th Street. Of the total trips, 100% are assumed to use two access driveways to enter the project site: one off Norwalk Boulevard (right-turn-in and right-turn out only) and the other off 226th Street.

**Intersection Capacity Analysis**

**Existing Conditions (2019)**

Existing traffic conditions (2019) were evaluated using the 2010 Highway Capacity Manual operational delay method of LOS analysis for signalized intersections (See Appendix H). Table 22 presents existing condition intersection LOS analysis. Under existing conditions, all study intersections are operating at an acceptable LOS.

**Table 22. Existing 2019 LOS at Study Area Intersections**

Intersection	Peak Hour	Existing 2019 Conditions	
		LOS	Average Delay, Sec/Veh
Norwalk Boulevard and 226th Street (Signalized)	AM	A	7.7
	PM	A	4.2
Norwalk Boulevard and Brittain Street (Unsignalized)*	AM	B	16.2
	PM	C	24.8
Norwalk Boulevard and 223rd Street (Signalized)	AM	A	6.2
	PM	A	6.0
Norwalk Boulevard and 221st Street (Signalized)	AM	A	8.4
	PM	A	7.3
Norwalk Boulevard and Carson Street (Signalized)	AM	C	29.0
	PM	C	33.3

Notes: LOS = level of service; sec/veh = seconds per vehicle.

\* Delay for the worst movement.

**Opening Year (2021) Pre-Project Conditions**

A 1.0% per annual traffic growth rate was applied to existing traffic volumes to create a 2021 pre-project condition. This annual traffic growth rate accounts for the population growth within the study area and traffic from any other minor projects to be developed in the study area. Per City records and consultation with the neighboring City of Long Beach, there is only one other related project located within 2-mile radius of the project (within the jurisdiction of the City of Long Beach) that will contribute to cumulative traffic volumes with the development of this project. This 40-unit residential project is located on the west side of Norwalk Boulevard south of 226th Street.

Trip generation estimates for this related project was developed using nationally recognized and recommended rates contained in the Trip Generation Manual (See Appendix H of Appendix C). Table 23 shows a summary of trip generation estimates for the related project.

**Table 23. Trip Generation by Related Projects**

Land Use (ITE Code)	Size & Unit	Trip Generation Rate						Average Traffic Volume							
		AM Peak Hour			PM Peak Hour			AM Peak Hour			PM Peak Hour				
		Daily Total	Total	% IN	% OUT	Total	% IN	% OUT	Daily Total	IN	OUT	Total	IN	OUT	Total
<b>Related Project 1: 3655 N. Norwalk Bl, Long Beach, CA – 40-DU Detached Single-family Residential Homes</b>															
Single-Family (210)	40 DU	9.44	0.74	25%	75%	0.99	63%	37%	378	7	22	29	25	15	40

Source: ITE 2017.

Note: All rates are average rates.

As shown in Table 23, it is estimated that the related project will generate approximately 378 trips per average day (189 inbound and 189 outbound). The average weekday net new peak hour trips will be approximately 29 trips during the AM peak hour (7 inbound and 22 outbound), and 40 trips during the PM peak hour (25 inbound and 15 outbound) (see Appendix H of Appendix C).

The projected peak hour traffic volumes from this related project were added to existing traffic volumes with ambient growth at the study intersections to represent a 2021 pre-project traffic condition for the AM and PM peak hours. Table 24 presents the LOS and delays for the study intersection under 2021 pre-project conditions (without project).

**Table 24. 2021 Pre-project Future Conditions Level of Service Summary**

Intersection	Peak Hour	2021 Pre-Project Conditions	
		LOS	Average Delay, Sec/Veh
Norwalk Boulevard and 226th Street (Signalized)	AM	A	7.7
	PM	A	4.7
Norwalk Boulevard and Brittain Street (Unsignalized)*	AM	C	16.8
	PM	D	26.5
Norwalk Boulevard and 223rd Street (Signalized)	AM	A	6.2
	PM	A	6.0
Norwalk Boulevard and 221st Street (Signalized)	AM	A	8.5
	PM	A	7.8
Norwalk Boulevard and Carson Street (Signalized)	AM	C	31.0
	PM	D	35.9

Notes: LOS = level of service; sec/veh = seconds per vehicle.

\* Delay for the worst movement.

As indicated in Table 24, all five study intersections will continue to operate at an acceptable LOS (i.e., LOS D or better) during the AM and PM peak hours under 2021 pre-project traffic conditions.

**2021 Cumulative Conditions with Project Traffic**

The 2021 cumulative post-project traffic volumes were estimated by adding project-related traffic volumes to the 2021 pre-project traffic volumes with 1.0% per year ambient growth and related project traffic.

Year 2021 post-project cumulative (i.e., existing plus ambient traffic plus related project plus project traffic) conditions were evaluated using the 2010 Highway Capacity Manual operational delay method of LOS analysis for signalized intersections (see Appendix H of Appendix C). The LOS and delay for the study intersections under 2021 post-project cumulative conditions (with project) are summarized in Table 25.

**Table 25. Future 2021 Level of Service Summary with Project**

Intersection	Peak Hour	2021 Pre-Project Conditions	
		LOS	Average Delay, Sec/Veh
Norwalk Boulevard and 226th Street (Signalized)	AM	A	7.9
	PM	A	5.5

Table 26. Future 2021 Level of Service Summary with and Without Project

Intersection	Peak Hour	Future 2021 Conditions				Increase in Delay by Project, Sec/Veh
		Without Project		With Project		
		LOS	Average Delay, Sec/Veh	LOS	Average Delay, Sec/Veh	
Norwalk Boulevard and Brittain Street (Unsignalized)*	AM	C	16.8	C	17.3	0.5
	PM	D	26.5	D	27.4	0.9
Norwalk Boulevard and 223rd Street (Signalized)	AM	A	6.2	A	6.2	0.0
	PM	A	6.0	A	6.0	0.0
Norwalk Boulevard and 221st Street (Signalized)	AM	A	8.5	A	8.6	0.1
	PM	A	7.8	A	8.1	0.3
Norwalk Boulevard and Carson Street (Signalized)	AM	C	31.0	C	31.1	0.1
	PM	D	35.9	D	36.8	0.9

Notes: LOS = level of service; sec/veh = seconds per vehicle.

\* Delay for the worst movement.

As the results indicate, the increase in delay by project traffic would not exceed the significance thresholds of project-related impacts. Based on the results of the traffic impact analysis, the proposed Holiday Inn Express Suites project would not significantly impact any of the five key intersections analyzed in the surrounding roadway system. The addition of project traffic will not increase delay at any intersection beyond the significance thresholds of project-related impacts. Therefore, no off-site mitigation measures would be necessary at any intersection for the development of this project. All the study intersections will continue to perform at acceptable levels of service (i.e., at LOS D or better) during the AM and PM peak hours. Thus, impacts associated with a program, plan, ordinance, or policy addressing the circulation system would be less than significant.

**b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?**

**No Impact.** CEQA Guidelines Section 15064.3(b) focuses on newly adopted criteria for determining the significance of transportation impacts by projecting the number of vehicle miles traveled (VMT) generated by the project. Lead Agencies have the discretion to formulate a methodology that would appropriately analyze a project's VMT. Although an agency may elect to be governed by the provisions of this section immediately, it is not required until July 1, 2020. The County of Los Angeles and City of Hawaiian Gardens have not yet adopted local VMT criteria, therefore a VMT analysis for the project is not applicable and has not been prepared at this time.

**c) Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?**

**Less-Than-Significant Impact.** The proposed project consists of constructing a hotel on a vacant site. Vehicular access to the site would be provided by two access driveways to surface parking area—one on Norwalk Boulevard (right-turn-in and right-turn out only) and the other on 226th Street (see Appendix H of



Appendix C). In addition, from the back of the hotel, two gated emergency access-driveways will be provided—one on 226th street and the other on Brittain Street. The project’s primary driveway on Norwalk Boulevard will have a maximum of 20 vehicle entering and 15 vehicles exiting during the peak hours. This low-turn volume at the driveways is not expected to cause any queuing at the driveways. The southbound left-turn pocket at the intersection of Norwalk Boulevard and 226th Street is expected to have a maximum queue length of 76 feet during the PM peak hour. However, the length of the pocket is approximately 110 feet; therefore, impact to the left- or U-turning vehicles from this left-turn lane will not be significant, and through traffic on the adjacent lane will not be blocked. The proposed project would not generate incompatible uses with the surrounding commercial and residential area. The access point has been designed consistently with the City’s circulation standards and does not create a hazard for vehicles, bicycles, or pedestrians entering or exiting the site.

d) **Would the project result in inadequate emergency access?**

**Less-Than-Significant Impact.** As previously discussed, vehicular access to the site would be provided by two access driveways to surface parking area—one off Norwalk Boulevard (right-turn-in and right-turn out only) and the other off 226th Street. In addition, from the back of the hotel, two gated emergency access-driveways will be provided—one on 226th street and the other on Brittain Street. The site is located in an established, developed area with ample access for emergency service providers. Thus, there is sufficient room for vans, trucks, and emergency vehicles to access the site and maneuver around the site. For these reasons, the project would have a less-than-significant impact related to emergency access.

### 3.18 Tribal Cultural Resources

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XVIII. TRIBAL CULTURAL RESOURCES</b>				
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Potentially Significant Impact	Less-Than-Significant Impact With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

a) *Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:*

a) *Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?*

**Less-Than-Significant Impact.** A significant impact may occur if a project were to cause a substantial adverse change in the significance of a Tribal cultural resource listed or eligible for listing in the California Register of Historical Resources (CRHR), or in a local register of historical resources as defined in California Public Resources Code Section 5020.1(k).

There is currently no structure located on the vacant parcel associated with 22434 Norwalk Boulevard. Despite the parcel being vacant, the project site is located in a highly urbanized and developed part of the City. The project site has been graded previously and contains disturbed soil. As such, the project site would not be eligible for listing in the National Register of Historic Places or CRHR, and thus, would not be considered a historical resource as defined by CEQA.

b) *A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?*

**Less-Than-Significant Impact with Mitigation Incorporated.** As part of the government-to-government consultation efforts prescribed under AB 52, the City notified all Native American tribes on the City's AB 52 list of the project, inviting the tribes to consult on the project. To date, the City has received one response to the notification letters from the Gabrieleno Band of Mission Indians-Kizh Nation requesting consultation.

The City is committed to preserving the integrity of Tribal cultural resources, and given that it is always possible that intact archaeological deposits are present at subsurface depths that were not impacted by previous grading activities, the project site should be treated as potentially sensitive for archaeological resources. For this reason, and based on recommendations typically provided by the Gabrieleno Band of Mission Indians-Kizh Nation, MM CUL-1 and MM-CUL-2 are recommended to reduce potential impacts to unanticipated archaeological resources and Tribal cultural resources. In addition, additional provisions also are required in MM-CUL-3 to ensure that impacts related to human remains are minimized to the greatest extent feasible. With the incorporation of MM-CUL1 through MM-CUL-3, impacts associated with any potential buried, currently unrecorded/unknown Tribal cultural resources and human remains would be less than significant.

### 3.19 Utilities and Service Systems

	Potentially Significant Impact	Less than Significant Impact With Mitigation Incorporated	Less than Significant Impact	No Impact
<b>XIX. UTILITIES AND SERVICE SYSTEMS – Would the project:</b>				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment, or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- a) *Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment, or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?*

**Less-Than-Significant Impact.** As mentioned in Section 3.10(c)(ii), the project would result in the construction of new stormwater drainages to reduce surface runoff generated from the project site. However, the project would not require or result in the relocation or construction of new or expanded water, wastewater treatment, electric power, natural gas, or telecommunication facilities for the reasons discussed below.

#### **Water Facilities**

The project involves the construction of a 71-unit hotel, which would increase demand for water supply on the project site. As mentioned in Section 3.14(a), Population and Housing, no residential use or other land uses typically associated with directly inducing population growth are included as part of the project. Furthermore, as will be discussed in 3.19(b), the project would have sufficient water supplies during normal, dry, and multiple dry years. Therefore, the project's nominal contribution to the total water demand could be served by existing water facilities serving the project area without requiring new or expanded facilities. Thus, impacts associated with the construction or expansion of water facilities would be less than significant.

#### **Wastewater Treatment Facilities**

Wastewater generated at the project site would be treated at the Long Beach Water Reclamation Plant (LBWRP), which is owned and operated by Sanitation Districts of Los Angeles County. LBWRP provides primary, secondary, and tertiary treatment for an estimated 25 million gallons per day (Los Angeles County Sanitation Districts (LACSD) 2019). Wastewater generated by the project would represent only a nominal percentage of the LBWRP average dry-weather flow capacity and average wastewater flow. Thus, the project would not require or result in the relocation or construction of new wastewater treatment facilities. Impacts would be less than significant impacts.

#### **Stormwater Drainage Facilities**

As discussed in Section 3.10(c)(ii), the project would construct two deep catch basins on the northwest and southwest portions of the project site, and install one cast-iron pipe for stormwater overflow. Furthermore, because the project site is located on level or gently sloping topography and is surrounded by urban land uses, the project is not anticipated to substantially modify existing topography or runoff patterns. Therefore, impacts associated with stormwater drainage facilities would be less than significant.

#### **Electric Power Facilities**

Electrical energy is accessed by transmission and distribution lines from substations owned by SCE. At full buildout, the project's operational phase would require electricity for building operation (appliances, lighting, etc.). In addition, the project would be required to comply with the 2016 Title 24 standards or the most recent standards at the time of building permit issuance. The energy-using fixtures within the project would likely be newer technologies, using less electrical power. Therefore, impacts associated with electrical power facilities would be less than significant.



**Natural Gas Facilities**

Natural gas is provided to the City by Southern California Gas Company, Pacific Region. As mentioned in the General Plan, natural gas is imported by the Southern California Gas Company from its interstate system. (City of Hawaiian Gardens 2010). Although the project would require natural gas for building heating, the project would comply with 2016 Title 24 building energy efficiency standards, reducing energy used in the state. Based on compliance with Title 24, the project would generate a need for natural gas that is consistent with hotels. Therefore, impacts associated with natural gas facilities would be less than significant.

**Telecommunications Facilities**

The City of Hawaiian Gardens is served by multiple telephone service providers. Since the project site is in an urbanized area and is surrounded by single-family residential uses, there are existing telecommunication facilities that would be able to serve the project site. Once the project is completed, future visitors would be able to connect to existing telecommunication services without the need for expansion or construction of new facilities. Therefore, impacts associated with telecommunications facilities would be less than significant.

- b) **Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?**

**Less-Than-Significant Impact.** The City's water sources are a combination of groundwater pumped from Central Ground Basin and imported water from the Colorado River and the Bay Delta in Northern California. The project site would receive water service from the GSWC Region II Central District - Central Basin East Artesia System. According to the City's General Plan, the Central Basin East Artesia System receives 40% imported and purchased water, and 60% water pumped from ground wells (City of Hawaiian Gardens 2010). Additionally, GSWC has entitlement of groundwater resources in the Central Groundwater Basin. Furthermore, GSWC leases additional water rights from entities that no longer pump groundwater but have entitlements, in the attempt to meet the increase in water demand from its service area. As such, GSWC currently has no immediate concern with the availability of water supply to the City.

However, customer demands do vary with local rainfall. In general, water demand tends to increase in dry years, primarily due to increased water activities such as landscape irrigation. Thus, to assess the reliability of water supply service, every urban water supplier is required to assess its water service under normal, dry, and multiple-dry years. Table 27 provides water demand and supplies for dry- and multiple-dry-year scenarios for the GSWC Artesia System.

**Table 27. Multiple-Dry Years Supply and Demand Comparison**

Dry Year Scenario		2020	2025	2030	2035	2040 (Optimized)
First year	Supply totals	6,351	6,415	6,480	6,545	6,610
	Demand totals	6,351	6,415	6,480	6,545	6,610
	Difference	0	0	0	0	0
Second year	Supply totals	6,351	6,415	6,480	6,545	6,610
	Demand totals	6,351	6,415	6,480	6,545	6,610
	Difference	0	0	0	0	0

**Table 27. Multiple-Dry Years Supply and Demand Comparison**

Dry Year Scenario		2020	2025	2030	2035	2040 (Optimized)
Third year	Supply totals	6,351	6,415	6,480	6,545	6,610
	Demand totals	6,351	6,415	6,480	6,545	6,610
	Difference	0	0	0	0	0

Source: GSWC 2016.

According to the 2015 Urban Water Management Plan, GSWC coordinates on an ongoing basis with other agencies, cities, and counties in the region to optimize business operations and planning efforts (GSWC 2016). The Urban Water Management Plan outlines the Water Shortage Contingency Plan for the Artesia System in the event of a drought or a catastrophic supply interruption. In addition, GSWC has its own conservation programs and demand management measures to reduce demand on water sources.

It is assumed that the multiple dry-year water supplies are the same as those for normal years because Metropolitan Water District of Southern California (through the Central Basin Municipal Water District) intends to meet projected imported demands under all anticipated hydrologic conditions. Because the City's water demands can be met under multiple-dry years, and because supply would meet projected demand due to diversified supply and conservation measures, the project's water demands would be served by the City's projected current and future supplies. Therefore, the project would have sufficient water supplies available during normal, dry, and multiple-dry years. Thus, impacts would be less than significant.

- c) **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?**

**Less-Than-Significant Impact.** A significant impact would occur if the wastewater treatment provider indicates that a project would increase wastewater generation to such a degree that the capacity of the facilities currently serving the project site would be exceeded. As mentioned in Section 3.19(a), wastewater generated at the project site would be treated at the Long Beach Water Reclamation Plant (LBWRP). The LBWRP provides primary, secondary, and tertiary treatment for an estimated 25 million gallons per day (LACSD 2019). Wastewater generated by the project would represent only a nominal percentage of the LBWRP average dry-weather flow capacity and average wastewater flow. Therefore, impacts associated with wastewater treatment capacity would be less than significant.

- d) **Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?**

**Less-Than-Significant Impact.** A significant impact may occur if a project were to increase solid waste generation to such a degree that existing and projected landfill capacities would be insufficient to accommodate the additional solid waste.

According to the City General Plan, solid waste generated by commercial uses are collected by Consolidated Disposal Services. Additionally, Consolidated Disposal Services provides collection services for residential and industrial uses in the City. The City produces an estimated 15,713 tons of waste annually. Commercial uses make up the majority of waste generated by producing approximately 6,404 tons of waste and 2,823 tons of recyclable materials annually. Solid waste collected by Consolidated Disposal Services is

transported to the Bel Art Transfer Station in Long Beach, with final disposal at Chiquita Canyon Disposal Facility. The 639-acre facility has a permitted capacity of 12,000 tons per day, and approximately 60.408 million cubic yards remain (CalRecycle 2019).

The project involves the construction of a four-story, 42,164-square-foot, 71-unit hotel. Once operational, the project would result in waste typically associated with service sector uses. According to the California Department of Resources Recycling and Recovery, hotels generate approximately 2 pounds per unit per day (CalRecycle 2019). Thus, it is anticipated the project would generate approximately 142 pounds of solid waste per day, or 25.9 tons per year. This number is nominal compared to the 12,000 daily disposal tonnage at Chiquita Canyon Disposal Facility. In addition, this amount does not factor in any recycling or waste diversion programs. Solid waste generated by the project would not generate waste in excess of state or local standards. Therefore, impacts associated with landfill capacity would be less than significant.

- e) **Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?**

**Less-Than-Significant Impact.** All collection, transportation, and disposal of solid waste generated by the project would comply with all applicable federal, state, and local statutes and regulations. In particular, AB 939, the Integrated Waste Management Act of 1989, requires that at least 50% of solid waste generated by a jurisdiction be diverted from landfill disposal through source reduction, recycling, or composting. Regional agencies, counties, and cities are required to develop a waste management plan that would achieve a 50% diversion from landfills (California Public Resources Code, Section 40000 et seq.). Furthermore, as mentioned in 3.19(d), solid waste generated by the project would not generate waste in excess of state or local standards. Therefore, impacts associated with solid waste disposal regulations would be less than significant.

### 3.20 Wildfire

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XX. WILDFIRE</b> – If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Potentially Significant Impact	Less than Significant Impact With Mitigation Incorporated	Less than Significant Impact	No Impact
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

CAL FIRE) is responsible for designating fire hazard severity zones (FHSZs) within the State Responsibility Area throughout California. FHSZs are geographical areas with an elevated risk for wildfire hazard. The State Responsibility Area is the area for which the state assumes financial responsibility for fire suppression and protection. CAL FIRE also creates recommended maps for very high FHSZs within the Local Responsibility Areas, which are then adopted, or modified and adopted, by local jurisdictions. Development within a State Responsibility Area is required to abide by specific development and design standards. A review of CAL FIRE’s FHSZ maps and data revealed that the project site is not located within a State Responsibility Area or a very high FHSZ (CAL FIRE 2019).

**a) Would the project substantially impair an adopted emergency response plan or emergency evacuation plan?**

**Less-Than-Significant Impact.** As described in Section 3.9(f), Hazards and Hazardous Materials, the project would be required to comply with the Hawaiian Gardens Emergency Operations Plan, adopted in March 2003. The plan provides a strategy for the City’s planned response to emergency situations. Additionally, Exhibit 6-1 of the City’s General Plan Safety Element shows emergency routes for the City (City of Hawaiian Gardens 2010). The project would be provided emergency routes along East Carson Street and Norwalk Boulevard. The project site is also provided regional access via I-605, I-405, and SR-91. Due to this local and regional connectivity, in the unlikely event of an emergency, the project-adjacent roadway facilities would be expected to serve as emergency evacuation routes for first responders and residents. The project would not adversely affect operations on the local or regional circulation system, and as such, would not influence the use of these facilities as emergency response routes. Therefore, impacts associated with an emergency response plan would be less than significant.



- b) ***Due to slope, prevailing winds, and other factors, would the project exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?***

***Less-Than-Significant Impact.*** The project involves the construction of a four-story, 71-unit hotel on a vacant lot. The project site is surrounded by roadways and developed properties in a highly urbanized area; therefore, it is not susceptible to exacerbating wildfire risks. Furthermore, the project site does not contain extensive amounts of vegetation or wildland fuel. Thus, it is not anticipated that the project, due to slope, prevailing winds, and other factors, would exacerbate wildfire risks or expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire.

- c) ***Would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?***

***Less-Than-Significant Impact.*** The project involves the construction of a four-story, 71-unit hotel on a vacant lot. Given the project site is located adjacent to residential land uses, the project site contains existing sanitary sewer connections. Furthermore, as previously mentioned in Section 3.10, Hydrology and Water Quality, runoff from public streets would be collected into existing curb inlet catch basins and gutters along Brittain Street, Norwalk Boulevard, and 226th Street. Additionally, the project would not involve the construction of roads, fuel breaks, emergency water sources, power lines, or other utilities. It is not anticipated that the project would exacerbate fire risk, since pavement would serve as a fuel break, and the project site is surrounded by developed land on all sides. Therefore, impacts associated with installation or maintenance of associated infrastructure resulting in exacerbated fire risk would be less than significant.

- d) ***Would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?***

***Less-Than-Significant Impact.*** The project would comply with the site plan review and permitting requirements of the City. As mentioned in Section 3.7(a)(iv), Geology and Soils, the City does not have any known landslide zones. Additionally, the project site is relatively flat and is not adjacent to any potentially unstable topographical features. Because the project site is located on level or gently sloping topography and is surrounded by urban land uses, the project is not anticipated to substantially modify existing topography or runoff patterns. Furthermore, as previously mentioned in 3.20(c), runoff from public streets would be collected into existing curb inlet catch basins and gutters along Brittain Street, Norwalk Boulevard, and 226th Street. As such, the project would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes. Therefore, impacts would be less than significant.

### 3.21 Mandatory Findings of Significance

	Potentially Significant Impact	Less Than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XXI. MANDATORY FINDINGS OF SIGNIFICANCE</b>				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

a) **Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?**

**Less-Than-Significant with Mitigation Incorporated.** As discussed in Section 3.4, Biological Resources, due to the highly disturbed nature of the project area, the proposed project would not result in significant impacts to biological resources.

Despite the developed nature of the surrounding project area and the fact that the project shows evidence of prior disturbance, the City is committed to preserving the integrity of cultural resources. Thus, in response to the request for construction monitoring from the Gabrieleno Band of Mission Indians-Kizh Nation, MM-

CUL-1 and MM-CUL-2 are required to ensure that a Tribal cultural monitor is able to observe subsurface construction activities and to ensure that if any potential Tribal cultural resources are encountered, the Tribal monitor shall be able to evaluate the find. Further, in addition to existing state regulatory requirements, the Tribe have requested that additional provisions also be required to ensure that impacts related to human remains are minimized to the greatest extent feasible. These supplemental requirements are provided in MM-CUL-3.

Therefore, with the incorporation of mitigation, the project would not 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.

- 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)?***

***Less-Than-Significant with Mitigation Incorporated.*** As determined in the analysis presented in this IS/MND, after the incorporation of mitigation, the project would not result in significant impacts in any resources area; therefore, there would be no cumulatively considerable effects.

- c) ***Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?***

***Less-Than-Significant with Mitigation Incorporated.*** Based on the analysis in this IS/MND, for all resource topics the project would have no impact, less-than-significant impacts, or less-than-significant impacts with the incorporation of mitigation measures. Therefore, substantial adverse impacts on human beings would not occur as a result of the project.

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# 4 References and Preparers

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## 4.2 List of Preparers

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### Dudek

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 Lillian Martin, Environmental Analyst  
 Adam Poll, Air Quality Specialist  
 Michael Greene, Senior Noise Acoustician  
 Brayden Dokkestul, GIS Specialist  
 Christopher Starbird, GIS Specialist  
 Amy Seals, Senior Technical Editor



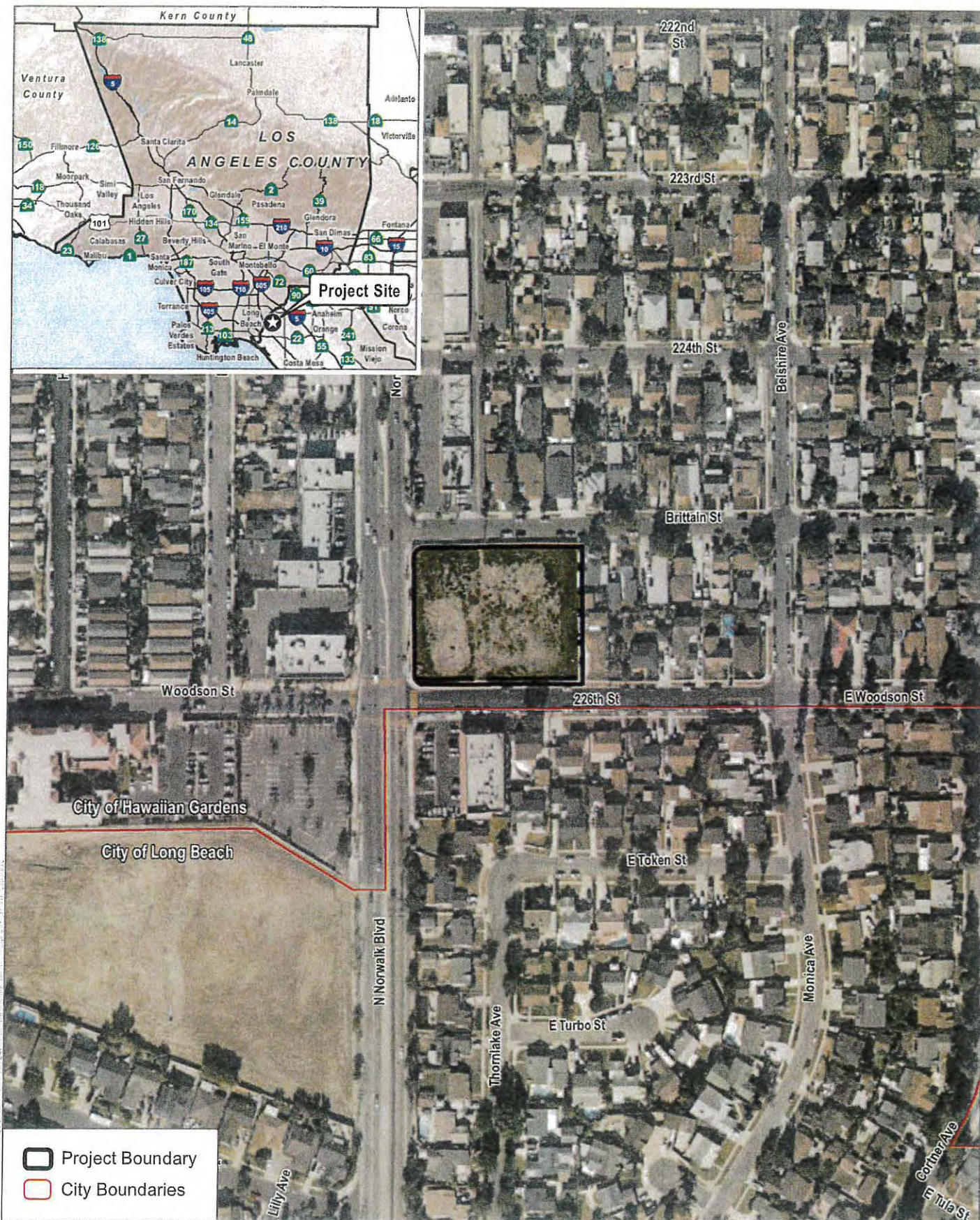


FIGURE 1

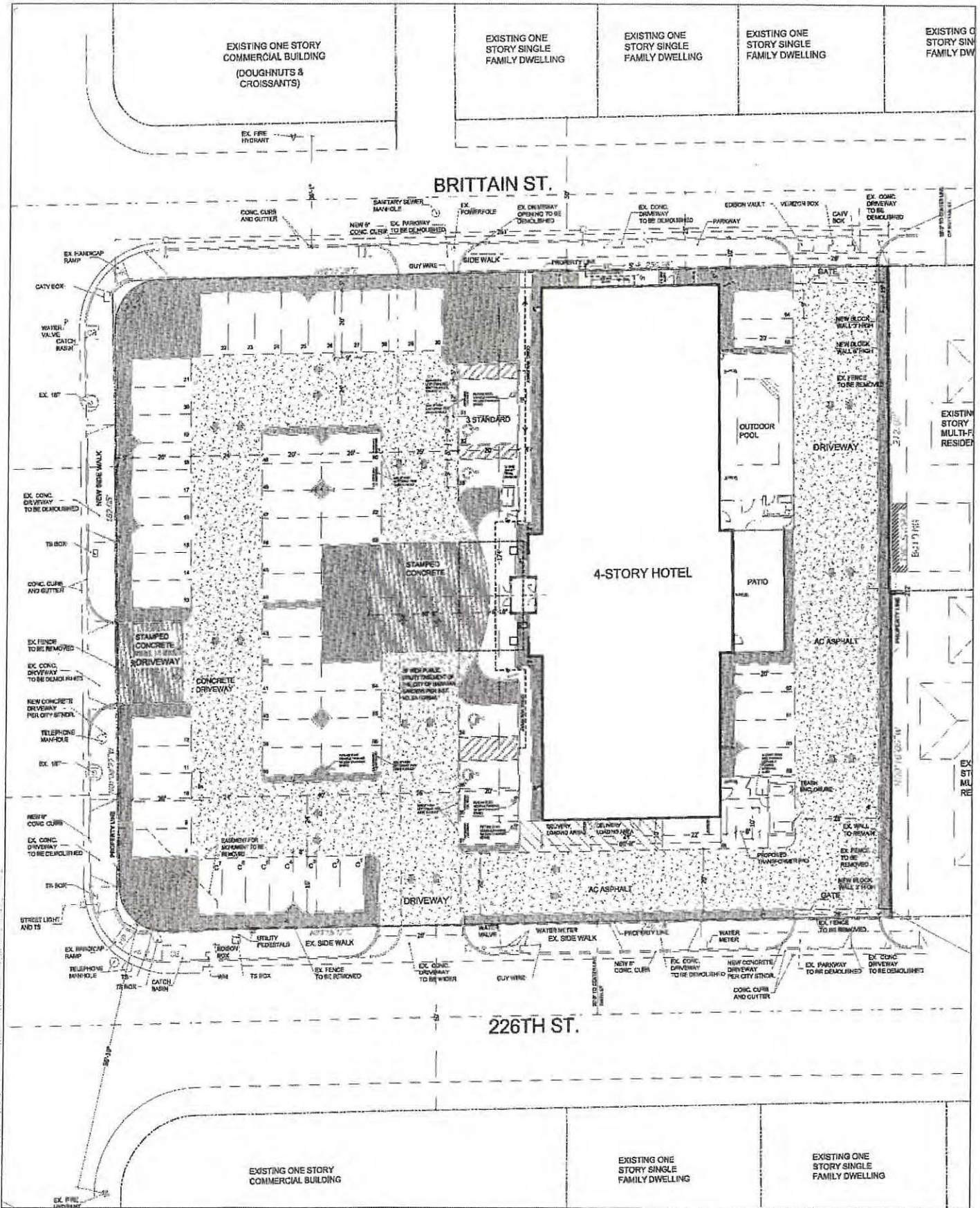
Project Location

Holiday Inn Express Suites Project





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SOURCE: APEX DESIGNS LLC 2019



FIGURE 2  
Site Plan

Holiday Inn Express Suites Project

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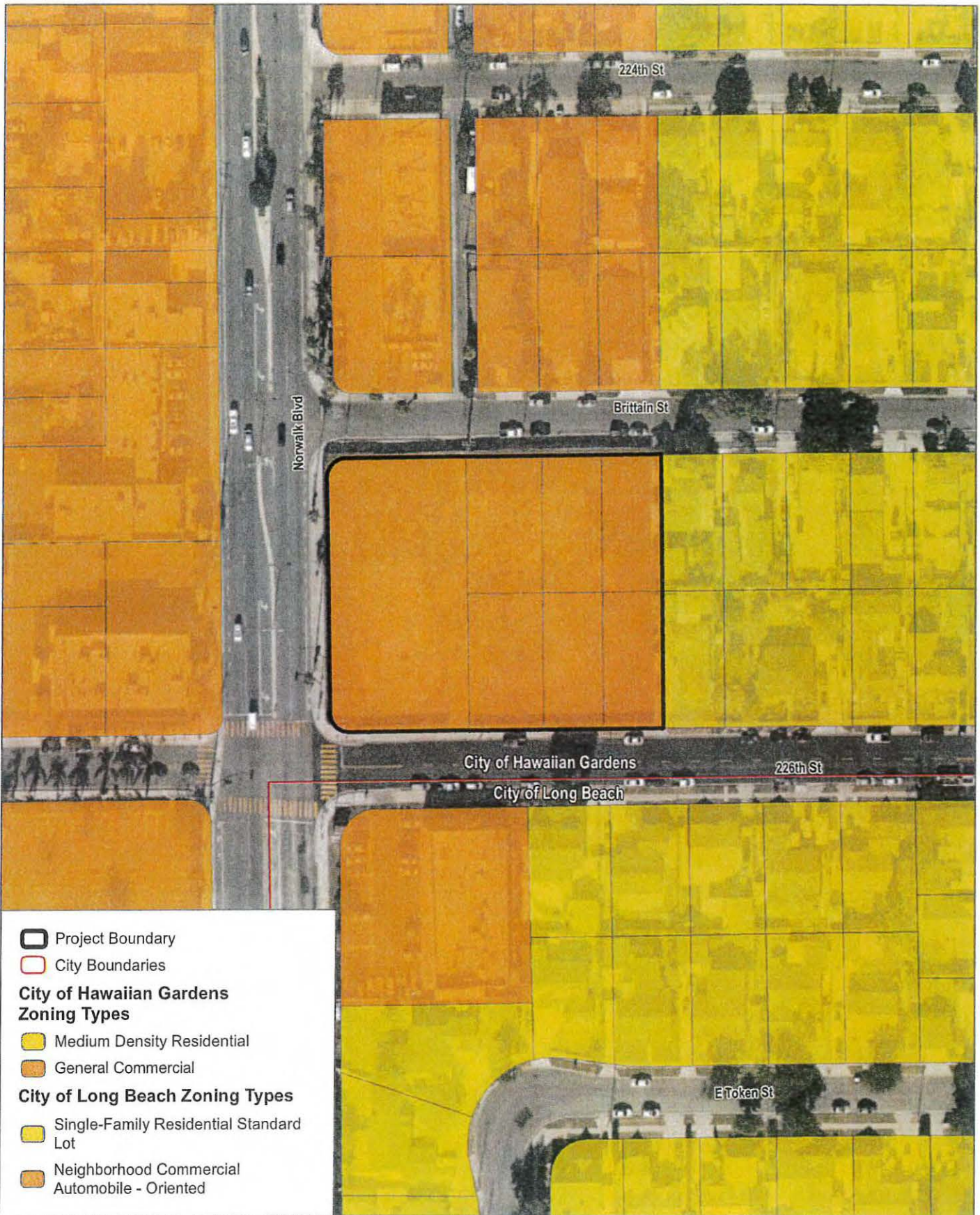
SOURCE: City of Long Beach 2018, City of Hawaiian Gardens 2018

FIGURE 3

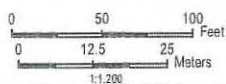
Land Use Designation  
Holiday Inn Express Suites Project

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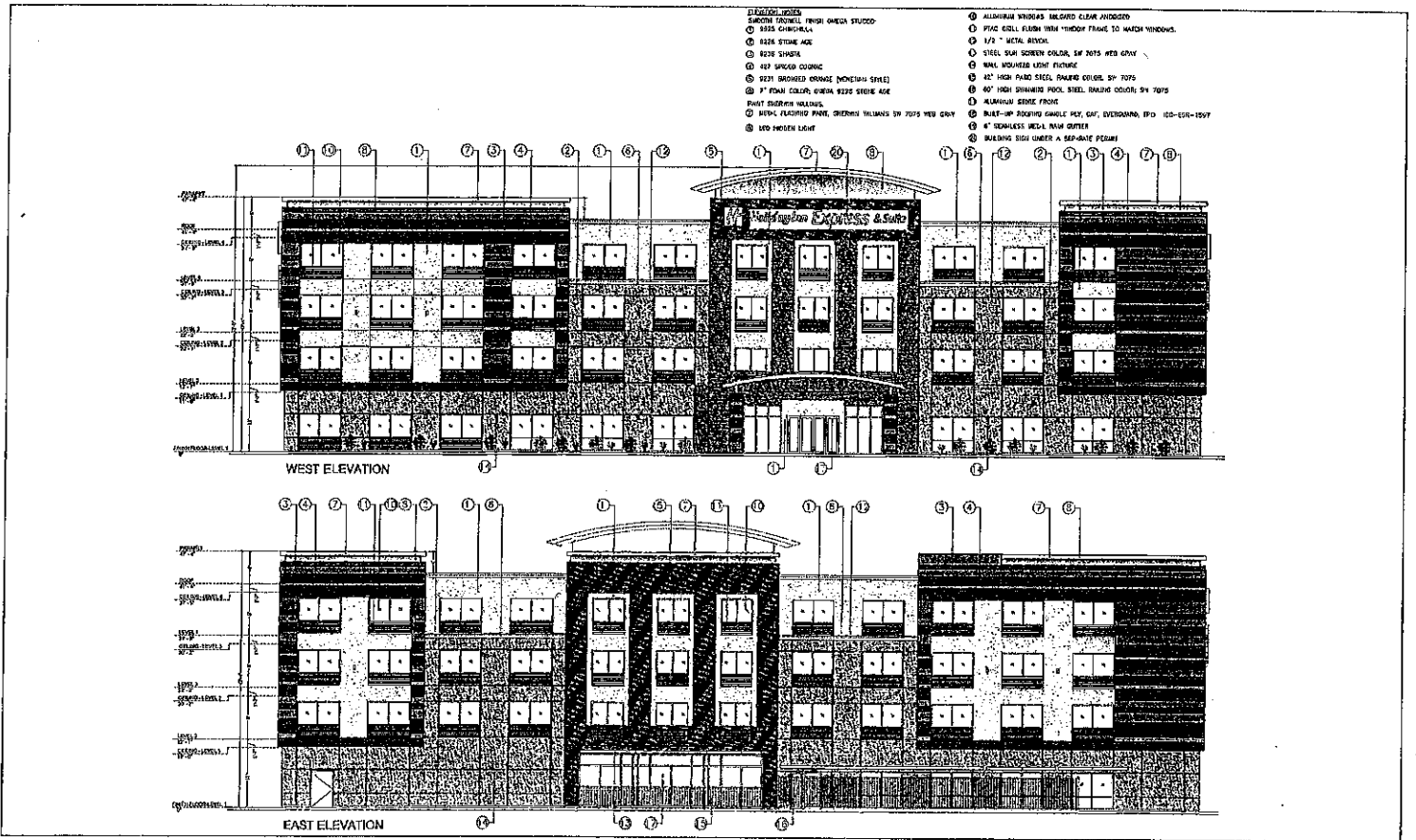
SOURCE: City of Hawaiian Gardens 2011, City of Long Beach 2011



**FIGURE 4**  
Zoning Designation  
Holiday Inn Express Suites Project

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SOURCE: APEX DESIGN LLC 2019

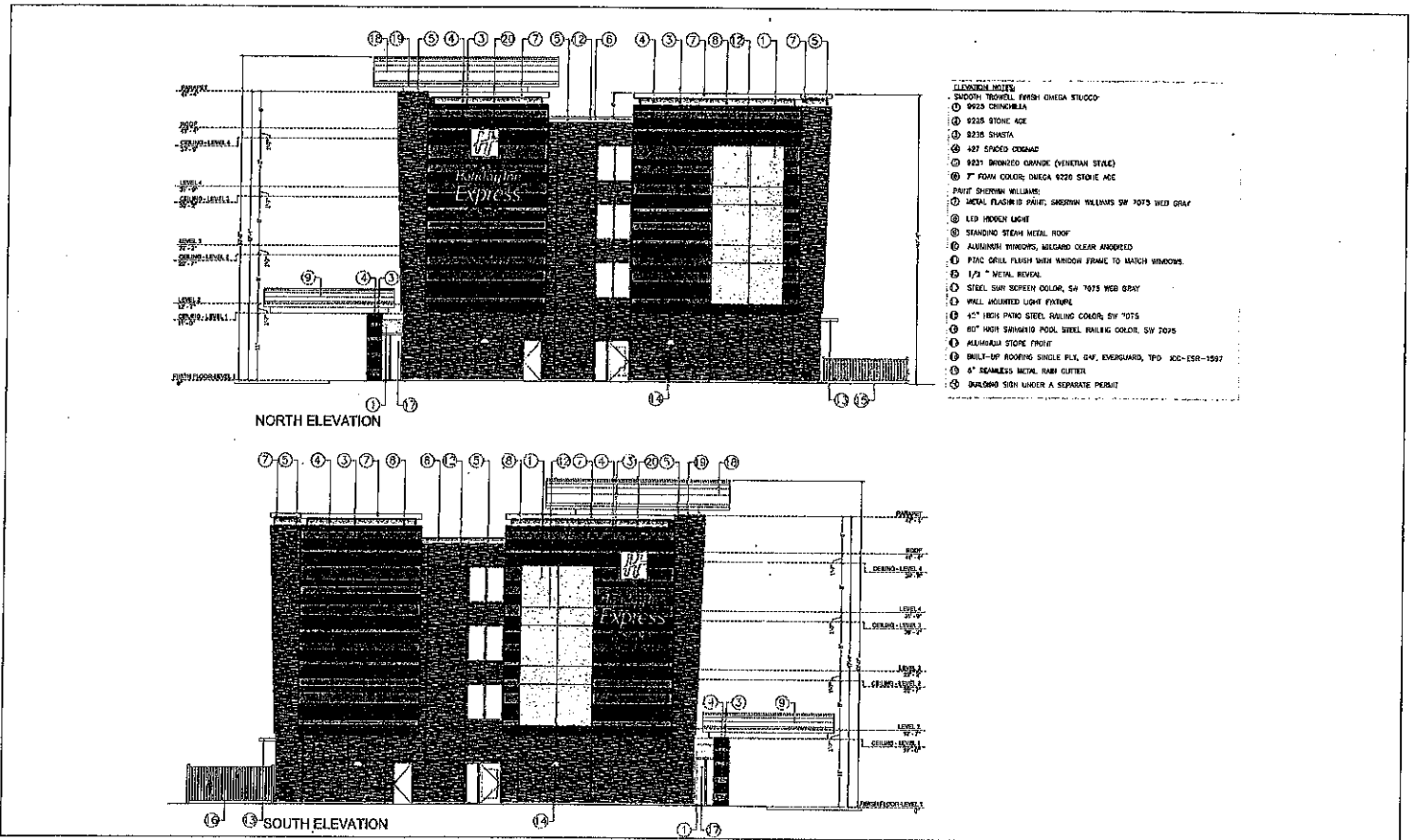
DUDEK

FIGURE 5  
East and West Building Elevations  
Part of the Express Store Project

HOLIDAY INN EXPRESS SUITES PROJECT

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SOURCE: APCEX DESIGN LLC 2019

DUDEK

FIGURE 6  
North and South Building Elevations  
Honey Inn Express Subje Project

# **ATTACHMENT "E"**

## **Development Agreement**



Recorded at the Request of:

City Clerk  
City of Hawaiian Gardens, California

When Recorded, Return to:

City of Hawaiian Gardens  
Attn: City Clerk  
21815 Pioneer Boulevard  
Hawaiian Gardens, CA 90716

Exempt from filing fees pursuant to Gov. Code § 6103

**DEVELOPMENT AGREEMENT NO. \_\_\_\_\_**

**A Development Agreement**

**for**

**“The Green Property,”  
22434 Norwalk Blvd., Hawaiian Gardens, CA 90716-1546,  
APN 7076-033-910**

**by and between**

**THE CITY OF HAWAIIAN GARDENS,  
a California Municipal Corporation**

**and**

**HAWAIIAN 1311 LLC DBA HOLIDAY INN EXPRESS,  
a California Limited Liability Company**

Hawaiian Gardens/Holiday Inn Express  
Development Agreement No.

## DEVELOPMENT AGREEMENT NO. \_\_\_\_\_

This Development Agreement No. \_\_\_\_\_ (“**Agreement**”) is entered into as of the Effective Date (as defined below), by and between the City of Hawaiian Gardens, a California municipal corporation (“**City**”) and HAWAIIAN 1311 LLC dba Holiday Inn Express, a California limited liability company (“**Developer**”). The City and Developer may, from time to time, be referred to herein individually as a “**Party**” or together as the “**Parties**.”

RECITALS

The following recitals are an integral part of this Agreement and are binding on the Parties. Capitalized terms used in these Recitals shall have the meanings ascribed to such terms as set forth in Section 1.1.

A. The Development Agreement Statute, codified at Government Code section 65864 *et seq.*, authorizes the City to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property in order to, among other things: ensure high quality development in accordance with comprehensive plans; provide certainty in the approval of development projects so as to avoid the waste of resources and the escalation in the cost of housing and other development to the consumer; provide assurance to the applicants for development projects that they may proceed with their projects in accordance with existing policies, rules, and regulations, subject to the applicable conditions of approval, in order to strengthen the public planning process and encourage private participation in comprehensive planning and reduce the private and public economic costs of development; and encourage and provide for the development of public infrastructure and amenities to support the development of new housing and commercial projects.

B. Developer has an equitable and/or legal interest in Property, which is more specifically described in Exhibit “A” and depicted in Exhibit “B” of this Agreement, in that it has the contractual right to purchase the Property from the City of Hawaiian Gardens Public Housing Authority, pursuant to which the Authority has agreed to sell the Property, and Developer has agreed to buy the Property and Develop the Project, all as more specifically set forth in the Purchase Agreement.

C. In connection with the approval and development of the Project, Developer has applied for the Development Approvals. Developer has also requested and seeks approval of this Agreement in order to create a beneficial development project and a physical environment that will conform to and complement the goals of the City, be sensitive to human needs and values, and facilitate efficient traffic circulation. By its approval and execution of this Agreement, City has determined that the City (including, without limitation the existing and future residents of the City) will receive the following direct and indirect benefits from the implementation of this Agreement:

1. The Project will conform to the City’s goal to manage growth through the use of, among other things, comprehensive planning and design, project-wide continuity of landscaping and architectural design, state-of-the-art

development standards, and planning concepts.

2. Payment of the Monument Sign Contribution for the cost of design, engineering, installation and construction of a roadway median monument sign located on Norwalk Boulevard at the City's gateway and immediately adjacent to the Property ("**Monument Sign**").
3. Payment of the Project Fair Share Contribution for the Project's varying development impacts on the City, as more specifically set forth herein.
4. Development of the Project will generate significant increases in revenue to the City, through Project generation of Transit Occupancy Tax revenues (HGMC Chapter 5.95), sales tax revenues, and increased property tax revenues.

D. This Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Government Code section 65864 et seq. is intended.

E. The best interests of the citizens of the City of Hawaiian Gardens and the public health, safety and welfare will be served by entering into this Agreement. Further, the City Council hereby finds and determines that this Agreement will enable the City to fund much needed capital improvements and provide much needed public services and will therefore also have a major, beneficial economic impact on the City.

F. The following actions and approvals with respect to this Agreement and the Project, which have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters, have been taken and given by the City:

1. On or about April 22, 2020 [TENTATIVE], following a duly-noticed and conducted public hearing, the Planning Commission of the City took action on the Project;
2. On or about May 12, 2020 [TENTATIVE], the City Council of City approved the Development Approvals;
3. On or about May 12, 2020 [TENTATIVE], pursuant to the applicable provisions of the California Environmental Quality Act, Public Resources Code Section 21000 et seq., and the regulations promulgated by the Secretary of Resources pursuant thereto (Title 14 of the California Code of Regulations, Section 15000 et seq.) (collectively, "**CEQA**"), the City Council of the City found and determined that all of the significant environmental impacts of the Project, including this Agreement, were adequately mitigated and adopted a Mitigated Negative Declaration;

4. On or about May 12, 2020 [TENTATIVE], after a duly-noticed and conducted public hearing, the City Council of the City introduced Ordinance No. [REDACTED] approving and authorizing the execution of this Agreement and on May 26, 2020, the City Council of the adopted said Ordinance (the "Authorizing Ordinance"), a copy of which Authorizing Ordinance is on file in the City Clerk's office at City Hall.

G. In consideration of the public improvements and benefits to be provided by Developer and the Project, and in order to strengthen the public planning process and provide significant economic benefits to the City of Hawaiian Gardens community, by this Agreement the City intends to provide to Developer the assurance that it can proceed with Development of the Project for the Term of this Agreement pursuant to the terms and conditions of this Agreement and in accordance with the City's General Plan, ordinances, policies, rules, and regulations existing as of the Effective Date. In reliance on the City's covenants in this Agreement concerning the Development of the Property, the Developer has and will in the future incur substantial costs in preparation of the Property for the construction and installation of improvements thereon.

H. Pursuant to Section 65867.5 of the Development Agreement Statute, the City Council has found and determined that: (i) this Agreement and the Development Plan for the Project implement the goals and policies of City's General Plan, provide balanced and diversified land uses and impose appropriate standards and requirements with respect to land development and usage in order to maintain the overall quality of life and the environment within the City of Hawaiian Gardens; (ii) this Agreement is in the best interests of and not detrimental to the public health, safety, and general welfare of the City and its residents; (iii) adopting this Agreement is consistent with the City's General Plan and constitutes a present exercise of the City's police power; and (iv) this Agreement is being entered into pursuant to and in compliance with the requirements of Section 65864 *et seq.* of the Development Agreement Statute.

I. Pursuant to Hawaiian Gardens Municipal Code section 18.110.120, subdivision D, the City Council has found and determined that this Agreement: (i) is consistent with the objectives, policies, general land uses and programs specified in the General Plan and any applicable Specific Plan; (ii) is compatible with the uses authorized in, and the regulations prescribed for, the land use zone in which the real property is located; (iii) is in conformity with public convenience, general welfare, and good land use practice; (iv) will not be detrimental to the public health, safety, and general welfare; (v) will not adversely affect the orderly development of property or the preservation of property values; and (vi) is consistent with requirements of Section 65864 *et seq.* of the Development Agreement statute.

J. The terms and conditions of this Agreement have undergone extensive review by City and Developer and have been found to be fair, just and reasonable.

#### TERMS

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Statute, as it applies to the City, pursuant to Article XI, Section 2 of the California Constitution,



and in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

**1. DEFINITIONS AND EXHIBITS**

**1.1. Definitions.** The following terms when used in this Agreement shall be defined as follows:

1.1.1. **“Agreement”** means this Development Agreement.

1.1.2. **“Authority”** means the City of Hawaiian Gardens Public Housing Authority, a public body, corporate and politic.

1.1.3. **“Authorizing Ordinance”** means the ordinance referenced in Recital F.4 of this Agreement.

1.1.4. **“CEQA”** means the statutory scheme, regulations, and guidelines as ascribed to that term in Recital F.3 of this Agreement.

1.1.5. **“City”** means the City of Hawaiian Gardens, as defined in the introductory paragraph of this Agreement.

1.1.6. **“City Attorney”** means the City Attorney of the City of Hawaiian Gardens.

1.1.7. **“City Council”** means the City Council of the City of Hawaiian Gardens.

1.1.8. **“City Manager”** means the City Manager of the City of Hawaiian Gardens or the City Manager’s designee.

1.1.9. **“Construction Proforma”** shall have the meaning ascribed to it in Section 5.1.7.3.

1.1.10. **“County”** means the County of Los Angeles.

1.1.11. **“Day or days”** means calendar days. However, if the final day of a time period provided in this Agreement falls on a weekend, holiday, or day that the City is closed for business, then the final day shall be next business day.

1.1.12. **“Default”** has the meaning ascribed in Section 7.1 of this Agreement.

1.1.13. **“Develop,” “Development,”** or **“Developing”** means the improvement and use of the Property, as the term “Development” is defined in California Government Code Section 65927, for the purposes consistent with the Project and this Agreement, all in accordance with the terms of this Agreement, including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping.

“Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.14. **“Developer”** means the persons and/or entities listed as Developer in the introductory paragraph of this Agreement and any Successors-in-Interest to Developer.

1.1.15. **“Development Agreement Statute”** means Sections 65864 through 65869.5 of the California Government Code, as it exists on the Effective Date.

1.1.16. **“Development Approvals”** means the approvals by the City of Case No. PLNG 2019-0033 (CONDITIONAL USE PERMIT), Case No. PLNG2019-0034-VAR (PARKING), and Case No. PLNG2019-0035-VAR (HEIGHT), as well as the Mitigated Negative Declaration prepared for the Project, in accordance with CEQA, and all ministerial approvals and permits related thereto, and those amendments to the Development Plan Approval(s) made in accordance with this Agreement.

1.1.17. **“Development Costs”** shall have the meaning ascribed to it in Section 5.1.7.1.

1.1.18. **“Development Exaction”** means any requirement of City in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.19. **“Development Impact Fee”** means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, but does not include park “in lieu” fees specified in Government Code section 66477, Processing Fees, or fees collected under development agreements adopted pursuant to Government Code title 7, division 1, chapter 4, article 2.5 (commencing with section 65864).

1.1.20. **“Development Plan”** means the plan for development of the Property, including through this Agreement, the Development Approvals, and as further described and depicted in Exhibit “C,” as such Development Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.21. **“Effective Date”** means the date the Authorizing Ordinance becomes effective.

1.1.22. **“Enforced Delay”** shall have the meaning ascribed to it in Section 10.11.

1.1.23. **“Equity Contribution”** shall have the meaning scribed to it in Section 5.1.7.2.

1.1.24. "**Financing Commitment**" shall have the meaning ascribed to it in Section 5.1.7.

1.1.25. "**Franchisor**" means Holiday Inn Express by InterContinental Hotels Group or such other similarly-situated hotel franchise approved by the City.

1.1.26. "**HGMC**" means the Hawaiian Gardens Municipal Code.

1.1.27. "**Hotel**" means Holiday Inn Express, as described in this Agreement.

1.1.28. "**Hotel Manager**" means a qualified and experienced third party hotel management company, with the financial capability to manage the Hotel in the condition and at a quality level as specified in this Agreement.

1.1.29. "**Hotel Operations Commencement**" shall have the meaning ascribed to it in Section 5.1.3.

1.1.30. "**Land Use Regulations**" means all ordinances, resolutions, codes, rules, regulations and official policies of City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. However, Land Use Regulations do not include any City ordinance, resolution, code, rule, regulation or official policy, governing:

1.1.30.1. The conduct of businesses, professions, and occupations;

1.1.30.2. Taxes (special or general) and assessments;

1.1.30.3. The control and abatement of nuisances;

1.1.30.4. The granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property;

1.1.30.5. The exercise of the power of eminent domain.

1.1.31. "**Lender**" shall have the meaning ascribed to it in Section 5.1.7.

1.1.32. "**Loan**" shall have the meaning ascribed to it in Section 5.1.7.

1.1.33. "**Memorandum of Agreement**" means that agreement between the City and Developer, attached hereto as Exhibit "F," which shall be recorded in the Official Records of the County, shall survive this Agreement and run with the land for the term set forth therein, and shall describe in detail, amongst other things, the quality of and standards of operation for the Hotel.

1.1.34. "**Minimum Hotel Value**" means the value of the hotel for property tax purposes as set forth in Section 5.1.6.

1.1.35. "**Monument Sign**" means the monument sign described in Recital B.2.

1.1.36. "**Monument Sign Contribution**" means a monetary exaction for the contribution charged by the City to Developer in connection with approval of the Project, for the purpose of providing the public benefit of the Monument Sign, located immediately adjacent to the Property.

1.1.37. "**Mortgagee**" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.38. "**Party**" and "**Parties**" are defined in the introductory paragraph of this Agreement.

1.1.39. "**Person**" means an individual, corporation, partnership, limited liability company, association, trust, unincorporated association, or other legal entity or organization, or a government body.

1.1.40. "**Planning Commission**" means the Planning Commission of the City of Hawaiian Gardens.

1.1.41. "**Processing Fees**" means all fees and charges of every kind and nature imposed by the City to cover the estimated actual costs to City of processing applications and approvals for Development Approvals, or future Development approvals sought by the Developer for this Project.

1.1.42. "**Project**" means the development of the Property for a four-story, 42,164-square foot, 71-unit hotel, which will include a lobby area, guest rooms, a meeting room, offices, a bar and lounge, fitness room, multipurpose room, business center, kitchen and breakfast area, public restrooms, laundry room, an outdoor pool and patio, 64 parking spaces, storage areas, a pool equipment room, and a mechanical/electrical room, as more particularly contemplated by the Development Plan.

1.1.43. "**Project Fair Share Contribution**" means a monetary exaction charged by the City to Developer in connection with approval of the Project, for the purpose of defraying all or a portion of the cost of public facilities and impacts related to the Project, which are imposed under this Agreement in lieu of being imposed as distinct Development Impact Fees.

1.1.44. "**Property**" means that certain real property of approximately 1.25 acres, commonly referred to as the "Green Property," with a street address of 22434 Norwalk Boulevard, Hawaiian Gardens, California 90716-1546 and with Assessor's Parcel Number 7076-033-910 in Los Angeles County, which is more particularly described on Exhibit "A" and depicted in Exhibit "B" to this Agreement.



1.1.45. **“Public Benefit”** and **“Public Benefits”** means those public benefits to be provided by the Developer and the Project, as described in Section 4 of this Agreement that comprise enforceable additional consideration to City for this Agreement.

1.1.46. **“Purchase Agreement”** means that certain Real Property Purchase and Sale Agreement and Joint Escrow Instructions by and between Developer and the Authority, dated as of July 23, 2019 and effective as of August 6, 2019.

1.1.47. **“Reservation of Rights”** means the rights and authority excepted from the assurances and rights provided to Developer under this Agreement and reserved to City under Section 3.3 of this Agreement.

1.1.48. **“Schedule of Performance”** means the schedule for the performance of certain actions by the City or the Developer, pursuant to the terms and conditions of this Agreement and/or the Purchase Agreement, attached to this Agreement as Exhibit “E”. In the event of any inconsistency between any of the deadlines stated in this Agreement or the Purchase Agreement, on the one hand, and the Schedule of Performance, on the other hand, the Agreement and/or Purchase Agreement shall control.

1.1.49. **“Small Changes”** mean changes to the Project that are otherwise consistent with the Development Plan, and which do not result in a change in the type of use, an increase in density or intensity of use, significant new or increased environmental impacts that cannot be mitigated, or violations of any applicable health and safety regulations in effect on the Effective Date.

1.1.50. **“Successors in Interest”** means each and every Person having a legal or equitable interest in the whole of the Property, or any portion thereof.

1.1.51. **“Term”** means the period of time that this Agreement remains in effect with respect to the Property or any portion thereof,

**1.2. Exhibits.** The following documents are each attached hereto, incorporated herein, and by this reference made a part of, this Agreement:

- 1.2.1. Exhibit A: Legal Description of the Property.
- 1.2.2. Exhibit B: Location and Map of the Property.
- 1.2.3. Exhibit C: Development Plan.
- 1.2.4. Exhibit D: Project Fair Share and Monument Sign Contribution.
- 1.2.5. Exhibit E: Schedule of Performance.
- 1.2.6. Exhibit F: Memorandum of Agreement.

## 2. GENERAL PROVISIONS

**2.1. Binding Effect of Agreement.** The Property is hereby made subject to this Agreement. The provisions of this Agreement to the extent permitted by law shall constitute covenants which shall run with the Property for the benefit thereof, and the benefits and burdens of this Agreement shall bind and inure to the benefit of the Parties and all successors in interest to the Parties hereto. Development of the Property is hereby authorized and shall be carried out in accordance with the terms of the Development Plan and this Agreement.

**2.2. Interest of Developer.** Developer represents and covenants that it has an equitable and/or legal interest in Property, in that it has the contractual right to purchase the Property from the Authority, pursuant to which the Authority has agreed to sell the Property, and Developer has agreed to buy the Property and Develop the Project, all as more specifically set forth in the Purchase Agreement.

**2.3. Term.** In addition to the provisions of Section 10.12 of this Agreement, the initial term ("Term") of this Agreement shall commence on the Effective Date and shall terminate at the end of the day immediately preceding the third (3rd) anniversary of the Effective Date, subject to the termination provisions set forth herein. Thereafter, the Developer shall have no vested right under this Agreement, regardless of whether or not Developer has paid any fees or contributions required hereunder, including the Project Fair Share Contribution.

### 2.4. Termination

**2.4.1. Events Causing Termination.** This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

2.4.1.1. Expiration of the stated term of this Section 2.4 of this Agreement;

2.4.1.2. Entry of a final judgment setting aside, voiding or annulling the adoption of the Authorizing Ordinance or any of the Development Approvals;

2.4.1.3. The adoption of a referendum measure overriding or repealing the Authorizing Ordinance;

2.4.1.4. Completion of the Project in accordance with the terms of this Agreement including issuance of required occupancy permit(s); or

2.4.1.5. If termination otherwise occurs pursuant to any specific provision of this Agreement.

**2.4.2. Termination of Approvals.** Termination of this Agreement shall constitute termination of any other land use entitlements approved for the Property.

**2.4.3. Rights and Duties.** The termination of this Agreement, in whole or in part, shall not affect any right or duty of the Developer arising from any provisions of this Agreement that remains effective or from a source other than this Agreement.

2.4.4. *Recordation of Termination.* In the event this Agreement terminates in its entirety or with respect to any particular provision, and notwithstanding any other provision set forth herein, upon request by the Developer, or any other successor or assignee of either of them, the City shall cooperate, at no cost to the City, in executing in recordable form a document prepared by the requesting party that confirms the termination of this Agreement with respect to the Property or applicable portion thereof.

## 2.5. Transfer and Assignment

2.5.1. *Right to Assign.* Developer shall not sell, transfer, or assign all or any part of this Agreement without the prior written approval of the City, in its sole and absolute discretion. Subject to the foregoing, any proposed sale, transfer or assignment of this Agreement, in whole or in part, to any person, partnership, joint venture, firm or corporation at any time during the Term of this Agreement, shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

2.5.1.1. No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

2.5.1.2. Concurrent with any such sale, transfer or assignment, Developer shall notify City, in writing, of such sale, transfer or assignment and shall provide City with an executed agreement ("Assignment and Assumption Agreement"), in a form reasonably acceptable to City, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, waivers of Developer under this Agreement, including, without limitation, the covenants not to sue and waivers contained in Sections 7.2 and 8.4 hereof.

2.5.1.3. Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Developer under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by this Subsection 2.5.1.2, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed.

2.5.2. *Release of Transferring Developer.* Notwithstanding any sale, transfer or assignment, a transferring Developer shall continue to be obligated under this Agreement with respect to the transferred Agreement or Property, whether in whole or part, unless such transferring Developer is given a release in writing by City, which release shall be provided by City upon the full satisfaction by such transferring Developer of the following conditions:

2.5.2.1. Developer no longer has a legal or equitable interest in all or any part of the Property subject to the transfer.

2.5.2.2. Developer is not then in default under this Agreement.

2.5.2.3. Developer has provided City with the notices and executed agreements, as required under this Section 2.5.

2.5.2.4. The purchaser, transferee or assignee provides City with security equivalent to any security previously provided by Developer to secure performance of its obligations hereunder.

2.5.3. *Subsequent Assignment.* Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.5.

**2.6. Utilities.** The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project, prior to the issuance of a certificate of occupancy for the Project.

## **2.7. Amendment, Cancellation, and Other Changes of Agreement**

2.7.1. *Amendments and Cancellation.* This Agreement may be amended or canceled in whole or in part only by written consent of all Parties in the manner provided for in Government Code section 65868. No amendment or modification of this Agreement or any provision hereof shall be effective unless set forth in writing and signed by duly authorized representatives of each Party hereto. This provision shall not limit any remedy of City or Developer as provided by this Agreement.

2.7.2. *Small Changes.* The provisions of this Agreement require a close degree of cooperation between the Parties, and minor changes to the Project may be required from time to time to accommodate design changes, engineering changes, and other refinements related to the details of the Parties' performance. Accordingly, the Parties hereby agree that the Parties may mutually consent, by approval of the City Manager, to execute a minor modification to the Development Agreement to adopt Small Changes, as defined by Section 1.1 of this Agreement without public notice, a hearing, Planning Commission action, or City Council action. The City Attorney and City Manager shall be authorized to determine whether proposed modifications and refinements are Small Changes or more significant changes requiring amendment of this Agreement.

2.7.3. *Procedure for Amendment.* Except as set forth in Section 2.7.2, above, the procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for entering into this Agreement in the first instance.

## **2.8. Notices**

2.8.1. *The Notice.* As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

2.8.2. *When Considered Given.* All notices shall be in writing and shall be considered given at one of the following points in time:



2.8.2.1. On the date of delivery, when delivered in person to the recipient named below;

2.8.2.2. On the date of delivery shown on receipt of confirmation of delivery, after deposit in a sealed envelope with an overnight courier service, postage prepaid, and addressed to the recipient named below

2.8.2.3. On the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or

2.8.2.4. On the date of delivery shown on any email; provided, any of the aforementioned delivery methods are simultaneously undertaken.

2.8.3. *Addresses.* All notices shall be addressed as follows:

To City: City of Hawaiian Gardens  
21815 Pioneer Blvd.  
Hawaiian Gardens, CA 90716  
Attn: Ernie Hernandez, City Manager  
Phone: (562) 420-2641 ext. 201  
Email: [ehernandez@hgcity.org](mailto:ehernandez@hgcity.org)

Copy to: Best Best & Krieger LLP  
18101 Von Karmon Ave., Ste. 1000  
Irvine, CA 92612  
Attn: Megan Garibaldi, Hawaiian Gardens City Attorney  
Phone: (949) 263-6592  
Email: [megan.garibaldi@bbklaw.com](mailto:megan.garibaldi@bbklaw.com)

To Developer: HAWAIIAN 1311 LLC  
dba Holiday Inn Express  
17918 Pioneer Blvd., Unit 12  
Artesia, CA 90701  
Attn: Niten Patel, Managing Member  
Phone: (323) 816-9448  
Email: [patelnat13@aol.com](mailto:patelnat13@aol.com)

Copy to: HAWAIIAN 1311 LLC  
dba Holiday Inn Express  
17918 Pioneer Blvd., Unit 12  
Artesia, CA 90701  
Attn: Ashish Patel, Managing Member  
Phone: (818) 339-7474  
Email: [ashish3414@aol.com](mailto:ashish3414@aol.com)

2.8.4. *Subsequent Notices.* Either Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a Party or an officer or representative of a Party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

### 3. DEVELOPMENT OF THE PROPERTY

#### 3.1. Rights to Develop.

3.1.1. *Vesting.* Subject to the terms of this Agreement including the Reservation of Rights, the City covenants that Developer has and shall have a vested right to Develop the Project on the Property in accordance with, and to the extent of, this Agreement and consistent with the Development Plan.

3.1.2. *Limits on Development.* The California Supreme Court held in *Pardee Construction Company v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties to address certain limits on a city's ability to condition, restrict, or regulate a development allowed a later adopted initiative to restrict the development. This Agreement is intended to cure that deficiency by expressly addressing the timing for the Development, the vested rights afforded by this Agreement, and the scope of the City's reserved authority described in Section 3.3 hereof. Except as expressly set forth in this Agreement, the Development Plan, and Development Approvals, regardless of any future enactment, whether by initiative or otherwise, the Developer shall have the vested right to Develop the various components of the Project on the Property, in accordance with the Land Use Regulation, in effect on the Effective Date, and the Development Approvals, whether in effect on the Effective Date or subsequently adopted or amended, that are required to complete the Project as contemplated by the Development Plan in such order, at such rate, and at such times as Developer deems appropriate within the exercise of its subjective business judgment. No future amendment of any Land Use Regulation or other City law or regulation, and no future adoption of any Land Use Regulation or other City law or regulation, or other action that purports to limit the scope, rate, or timing of Development on the Property or to alter the sequencing of the Development in a manner inconsistent with the Development Plan or Development Approval(s), whether the same are adopted or imposed by the City Council or through the initiative or referendum process, shall apply to the Property. In connection with any subsequently imposed Development Approvals and except as specifically provided otherwise herein, City may exercise its discretion in accordance with the Land Use Regulations then in effect, as provided by this Agreement, including, but not limited to, the Reservation of Rights. City shall accept for processing, review and action all applications for subsequent Development approvals, and such applications shall be processed in the same manner and the City shall exercise its discretion, when required or authorized to do so, to the same extent it would otherwise be entitled in the absence of this Agreement. Notwithstanding the foregoing, nothing in this Section 3.1 shall limit or restrict the City's Reservation of Rights as described in.

3.2. **Entitlements, Permits, and Approvals — Cooperation.** The City agrees to reasonably cooperate with Developer, at no cost to the City, in securing any County, State, and Federal permits or authorizations which may be required in connection with Development of the Property that are consistent with the Development Plan and Development Approval(s); provided,

however, that nothing in this Section 3.2 shall be deemed to require the City's assumption of any obligations under any said permits or authorizations.

### 3.3. Reservation of Rights

3.3.1. *Limitations, Reservations and Exceptions.* Notwithstanding any other provision of this Agreement, the following regulations shall apply to the Development of the Property:

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

3.3.1.2. Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

3.3.1.3. Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the City and any local amendments to those codes adopted by the City, including, without limitation, the City's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Grading Ordinance.

3.3.1.4. Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the City or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan.

3.3.1.5. Regulations that may be in material conflict with this Agreement but that are reasonably necessary to protect the residents of the project or the immediate community from a condition perilous to their health or safety. To the extent possible, any such regulations shall be applied and construed so as to provide Developer with the rights and assurances provided under this Agreement.

3.3.1.6. Regulations that are not in material conflict with this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to materially conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

3.3.1.7. Regulations that are in material conflict with the Development Plan; provided, however, that Developer has given written consent to the application of such regulations to development of that Property in which the Developer has a legal or equitable interest.

3.3.1.8. Regulations that impose, levy, alter or amend fees, charges, or Land Use Regulations relating to consumers or end users, including, without limitation, trash can placement, service charges and limitations on vehicle parking.

3.3.1.9. Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, although collected by City.

3.3.2. *Subsequent Development Approvals.* This Agreement shall not prevent City, in acting on subsequent development approvals and to the same extent it would otherwise be authorized to do so absent this Agreement, from applying subsequently adopted or amended Land Use Regulations that do not materially conflict with this Agreement.

3.3.3. *Modification or Suspension by State or Federal Law.* In the event that State, County or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.3.4. *Intent.* The Parties acknowledge and agree that City is restricted in its authority to limit certain aspects of its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to City all of its police power that cannot be or are not expressly so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to City all such power and authority that cannot be or is not by this Agreement's express terms so restricted.

**3.4. Regulation by Other Public Agencies.** The Parties acknowledge that other public agencies not within the control of City may possess authority to regulate aspects of the development of the Property separately from or jointly with City and this Agreement does not limit the authority of such other public agencies.

**3.5. Commencement of Construction; Timing of Development.** Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that the failure of the Parties in that case to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the Parties' agreement, it is the specific intent of the Parties to provide for the timing of the Project in this Agreement. To do so, the Parties acknowledge and agree that Developer shall complete all such construction and development within the times specified in the Schedule of Performance, attached hereto Exhibit "E," or such reasonable extension of said dates as may be granted by the City or as provided in Section 10.11 of this Agreement. The Schedule of Performance is subject to revision from time to time as mutually agreed upon in writing between the Developer and the City; provided, however, that the City shall agree to reasonable revisions to accommodate Enforced Delay (as defined in Section 10.11) or to conform specific provisions of this Agreement to the Development Approvals.



**3.6. Use.** The Developer covenants and agrees for itself, its successors, its assigns, its transferees and every successor in interest that during construction and thereafter, the Developer and its successors, transferees and assignees shall devote the Project, or any portion thereof, to the uses specified in the Development Approvals and this Agreement, including without limitation operation of the Hotel, as more specifically detailed in the Memorandum of Agreement, attached hereto as Exhibit "F," which the Parties hereby acknowledge and agree is intended to survive this Agreement and run with the land for the term provided therein for the purposes of the ongoing obligations of the Hotel operations; provided that in the event of any conflict between the foregoing, the Development Approvals shall govern and control. The Memorandum of Agreement shall be recorded in the Official Records of the County concurrently with the recordation of the Grant Deed at the Close of Escrow under the Purchase Agreement. The foregoing covenant shall run with the land.

**3.7. Project Conformance with City Policies and Its General Plan.** The Project shall conform to City's goal to manage growth through the use of, among other things, comprehensive planning and design, project-wide continuity of landscaping and architectural design, state-of-the-art development standards, and planning concepts.

**3.8. Undergrounding of Power Lines.** Developer shall be responsible for funding, designing, constructing, and installing the undergrounding of power lines.

#### **4. PUBLIC BENEFITS**

**4.1. Intent.** The Parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on Developer that should be balanced by commensurate public benefits. Accordingly, the Parties intend to provide consideration to the public to balance the private benefits conferred on Developer by providing more fully for the satisfaction of the public needs resulting from the Project, by providing the Public Benefits set forth in Section 4.2, which constitute specific additional consideration for this Agreement for the benefit of the City.

#### **4.2. Public Benefits Provided Pursuant to the Agreement**

**4.2.1. Project's Fair Share Contribution.** The Project Fair Share Contribution to be contributed by Developer with respect to the Project shall be \$Under Review, To Be Presented to City Council for Review and Action. Such amount shall be in addition to the Purchase Price required under the Purchase Agreement and the Monument Sign Contribution required under Section 4.2.2. The Project Fair Share Contribution, as set forth in greater detail in Exhibit D, shall be charged to the Project, as set forth immediately below:

**4.2.1.1. Time of Payment.** The fees required pursuant to Subsection 4.2.1 shall be paid to City prior to the issuance of any building permit for the Project.

**4.2.1.2. In Lieu of Current Development Impact Fees or Growth Requirements Capital Fee.** The Parties hereby agree that the Project Fair Share Contribution shall apply to the Project in lieu of the any Development Impact Fees currently in effect in the

City, and/or including the application of the Growth Requirements Capital Fee, as set forth in HGMC Chapter 15.36.

4.2.1.3. *Subsequently Adopted Development Impact Fees.* In addition to the Project Fair Share Contribution, as more specifically categorized in Exhibit D, the Project shall be subject to the imposition of any Development Impact Fee that becomes effective after the Effective Date; provided, however, that the Development Impact Fee is for a category of fees that are not included within the Project Fair Share Contribution, as identified in Exhibit D. In addition, the Project shall be subject to any increase, amendment or alteration of any Development Impact Fee for the category of fees included within the Project Fair Share Contribution, as identified in Exhibit D, that becomes effective after the Effective Date.

4.2.1.4. *Prepayment.* In no event shall the prepayment of the Project Fair Share Contribution or any subsequently adopted Development Impact Fees required hereunder establish a vested right on the part of Developer or any other Developer of the Property or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation or termination of the Term of this Agreement. Following the expiration, cancellation or termination of this Agreement, all Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provision of this Agreement and notwithstanding the prepayment of the Project Fair Share Contribution, as set forth in Exhibit D, or any subsequently adopted increase or amendment of any Development Impact Fee, or any combination thereof.

4.2.2. *Monument Sign Contribution.* The Monument Sign Contribution to be contributed by Developer with respect to the Project, for the design, engineering, construction, and installation of the Monument Sign, shall be \$~~Under Review. To be Presented to City Council for Review and Action.~~ Such amount shall be in addition to the Purchase Price required under the Purchase Agreement and the Monument Sign Contribution set forth in Section 4.2.1. The Monument Sign Contribution shall be charged to the Project, as set forth immediately below:

4.2.2.1. *Time of Payment.* The fees required pursuant to Subsection 4.2.1 shall be paid to City prior to the issuance of any building permit for the Project.

4.2.2.2. *Easement Vacation.* The Parties hereby agree that the Monument Sign will be installed in the median on Norwalk Boulevard, in lieu of on the Property, and that the City shall take such action as is necessary to vacate the existing easement for a monument sign that is located on the Property, as granted via that certain map on pages 75 and 76 of Book 355 of the Parcels Maps, as included in the official records of the County; provided, however, that the City is only required to take such action to the extent that the City is the grantee under such easement and such action is only for the limited purposes of vacating the easement for signage purposes.

## **5. DEVELOPER REPRESENTATIONS, WARRANTIES, AND COVENANTS RELATED TO CONSTRUCTION, USE, AND OPERATION OF THE PROPERTY.**

**5.1. Representations, Warranties, Covenants.** Developer hereby covenants and agrees for itself, its successors in interests and assigns, as follows:

5.1.1. *Redevelopment of Property.* Developer is entering into this Agreement for the purpose of redeveloping the Property and not for speculation in land holding or land banking. In this regard, Developer recognizes the importance of the Development of the Project on the Property to the general welfare of the residents of the City, and the facts that the qualifications and identity of Developer are of particular concern to City and that it is because of such qualifications and identify that the City is entering into this agreement with Developer.

5.1.2. *Physical Quality of the Hotel.* The physical quality of the Hotel, including without limitation the construction quality, finish material, lighting, landscaping and site amenities shall, in no event, fail to meet the minimum construction quality, finish material, lighting, landscaping and site amenities, as approved by or to be approved by the City.

5.1.3. *Operations of the Hotel.* From the date upon which the Hotel commences operations that are open to the public ("**Hotel Operations Commencement**"), (i) the Developer shall continuously use and operate the Hotel, or such subsequent hotel as may be amended pursuant to Section 5.1.4, below; and (ii) the Hotel or such subsequent hotel as authorized by Section 5.1.4 shall be operated in the condition of and as a first quality hotel in accordance with the Development Plan, Development Approvals, Memorandum of Agreement, and this Agreement, which such standard shall, in no event be less than AAA 3 Diamond standard as to the physical condition and service as that standard is defined on the Effective Date of this Agreement.

5.1.4. *Franchisor and/or Hotel Manager.* During its operation, the Hotel shall be operated under the name of Franchisor, as has been already approved by the City, and be operated by a Hotel Manager, which Developer shall notify the City in writing of its selection of the Hotel Manager, at least 60 days prior to the Hotel Operations Commencement, which the City shall have the right to approve or disapprove, in its reasonable discretion. Developer may propose to replace the initial Franchisor and/or Hotel Manager; provided, however, that (i) such proposed replacement Franchisor and/or Hotel Manager shall operate the Hotel (or subsequently replaced hotel, in accordance with this Section) at a quality standard not less than that required by this Agreement; (ii) such proposed replacement Franchisor and/or Hotel Manager shall have the financial capability and operating experience equivalent to, or greater than, the original Franchisor and/or Hotel Manager, as the case may be, to operate the Hotel (or subsequently replaced hotel, in accordance with this Section) in the condition and at a quality level substantially equivalent to the condition and quality level, as the case may be, as existed as of the date of commencement of operations of the Hotel in compliance with this Agreement; and (iii) the City shall have the right, in its reasonable discretion, to approve or disapprove any proposed replacement Franchisor and/or Hotel Manager.

5.1.5. *Maintenance Covenants.* Developer shall maintain, at no cost or expense of the City, the Hotel and all improvements thereon to the Property and curb line, in compliance with the terms of this Agreement, the Development Approvals, and with the applicable provisions of the HGMC. Such maintenance and repair shall also conform to the requirements of the Developer's Franchisor and Hotel Manager, as applicable. Maintenance and security of the Project shall be consistent with other similar class hotel projects in the geographic area surrounding the City, and shall include, without limitation, regular graffiti, trash, and debris removal. The Property shall be kept free from any accumulation of debris or waste materials.

The Developer shall maintain the landscaping required to be planted on the Property in a healthy condition in accordance with the approved landscape plan for the Project.

5.1.6. *Minimum Hotel Value.* Commencing on the Hotel Operations Commencement, the Developer shall not take action to decrease the assessed value (including the value of the improvements thereon and/or possessory interest therein) of the Property for property tax purposes below the assessed value as determined by the County Assessor's Office at the time of Hotel Operations Commencement ("**Minimum Hotel Value**").

5.1.7. *Development Costs; Construction Financing.* For purposes of ensuring the sufficiency of funding for the Development Costs (as defined in Section 5.1.7.1, below), including without limitation for the installation and construction of all on-site improvements and buildings, in a time period consistent with the deadlines specified in the Schedule of Performance, attached as Exhibit "E," Developer agrees to deliver to the City, for its reasonable approval, at least fifteen (15) days prior to the Close of Escrow, a written commitment from a lender acceptable to the City ("**Financing Commitment**"), in its reasonable discretion, and licensed to do business in California, that is financially secure and possesses a sound credit rating ("**Lender**"), which such Lender shall represent in the Financing Commitment that it has agreed, subject to the customary closing conditions and final loan documentation consistent with the terms of said written commitment(s), to make a construction loan to Developer ("**Loan**"). In the event of any disapproval by the City, the City shall inform Developer in writing of the reasons for such disapproval and the required changes to the Financing Commitment. Developer shall have five (5) days from the City's notice to resubmit its Financing Commitment to reflect such changes; provided, however, that so long as the City does not unreasonably delay, any resubmissions shall not extend beyond the Close of Escrow.

5.1.7.1. The amount of the Financing Commitment shall not be less than the amount of (i) the Construction Proforma for the Project (as defined in Section 5.1.7.3, below), which shall be submitted to the City at least thirty (30) days prior to the Close of Escrow, (ii) an amount equal to all consultant and loan fees, points, commissions, charges, furnishings, fixtures, taxes, interest, start-up costs for operation, and such other costs and expenses of developing and completing the Project (collectively, the "**Development Costs**"), less (iii) the amount of Developer's documented and committed Equity Contribution (as defined in Section 5.1.7.2, below) to the cost of constructing the Project, as such Equity Contribution is demonstrated to the City pursuant to Section 5.1.7.2. Developer is required to fully fund all of the Development Costs.

5.1.7.2. In the event Developer will finance a portion of the Development Costs with an equity contribution or equity financing source from its members ("**Equity Contribution**"), Developer agrees to demonstrate to City's reasonable satisfaction the source of the funds providing the Equity Contribution and that (i) such funds are committed without qualification to the funding of the Development Costs, and (ii) the amount of funds committed is sufficient to fund all contemplated Development Costs (other than those financed by the Loan) necessary to fully complete and render the Project operational within the time periods specified in the Schedule of Performance.



5.1.7.3. Developer shall submit to and obtain City's approval, which shall not be unreasonably withheld, of a construction proforma, showing the projected pre-development and development costs of the Project, as well as the projected funding sources for such costs at the time incurred ("**Construction Proforma**").

5.1.7.4. The Loan shall be consistent with the terms and provisions of this Agreement. Prior to execution of any final Loan documents by Developer, Developer shall secure the City's approval of the terms and conditions of those Loan documents, which approval shall be limited to and only for the purposes of assuring compliance of the Loan documents with the requirements of this Agreement and the previously approved Financing Commitment. City shall approve or disapprove said Loan documents within ten (10) days of their submission. Concurrent with any disapproval, City shall inform Developer in writing of the reasons for such disapproval. Developer shall draw upon and use the full amount of the Loan only for financing of Development Costs for the Project and any other purposes approved by the City, in its sole and absolute discretion, and the Loan shall be disbursed and applied in accordance with the Construction Proforma.

5.1.7.5. Notwithstanding any other provision of this Agreement, including specifically the cure periods provided in Section 7.1, this Agreement shall be subject to immediate termination in the event Developer fails to provide the City with a Financing Commitment that has been approved by the City. In the event of such failure, the parties hereby agree that the Close of Escrow under the Purchase Agreement shall not occur, if at all, until such time as the public hearing on the termination of this Agreement has been considered and acted upon by the City Council.

5.1.8. *Obligation to Refrain From Discrimination.* 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, ancestry or national origin in the use, occupancy, tenure or enjoyment of the Project or any portion thereof, nor shall the Developer 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 occupants, patrons, or vendees of the Project. The foregoing covenants shall run with the land.

5.2. **Survival; Notice to City.** Except with respect to Sections 5.1.1 and 5.1.7, Developer hereby agrees that each of the foregoing covenants shall be deemed an ongoing covenant and obligation, which shall be included in the Memorandum of Agreement, and through that Memorandum of Agreement shall survive the expiration or earlier termination of this Agreement for the term specified in the Memorandum of Agreement. Developer shall advise the City in writing pertaining to any of the covenants referenced in Section 5.1 to the extent City notice and/or approval is required. Upon request by the City, Developer shall deliver to the City, within five (5) days of such request, a copy of Developer's agreement with its Franchisor and/or its Hotel Manager.

## 6. **REVIEW FOR COMPLIANCE**

6.1. **Periodic Review.** The City shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the compliance by Developer with the

terms of the Agreement. Developer shall submit an Annual Monitoring Report, in a form acceptable to the City Manager, within thirty (30) days after written notice from the City Manager. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council.

**6.2. Special Review.** The City Council may order a special review of compliance with this Agreement at any time. The City Manager, or his or her designee, shall conduct such special reviews.

**6.3. Procedure**

6.3.1. *Developer's Burden.* During either a periodic review or a special review, Developer shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on Developer.

6.3.2. *Report to Planning Commission.* Upon completion of a periodic review or a special review, the City Manager, or his or her designee, shall submit a report to the Planning Commission setting forth the evidence concerning good faith compliance by Developer with the terms of this Agreement and his or her recommended finding on that issue.

6.3.3. *Found in Compliance.* If the Planning Commission finds and determines on the basis of substantial evidence that Developer has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

6.3.4. *Found Out of Compliance.* If the Planning Commission finds and determines on the basis of substantial evidence that Developer has not complied in good faith with the terms and conditions of this Agreement, the Commission may recommend to the City Council modification or termination of this Agreement. Developer may appeal a Planning Commission determination pursuant to this Section 6.3.4 of this Agreement pursuant to City's rules for consideration of appeals in zoning matters then in effect. Notice of default as provided under this Sections 7.3 of this Agreement shall be given to Developer prior to or concurrent with proceedings under this Sections 6.4 and 6.5 of this Agreement.

**6.4. Proceedings Upon Modification or Termination.** If, upon a finding under this Section 6.3 of this Agreement, City determines to proceed with modification or termination of this Agreement, City shall give written notice to Developer of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

6.4.1. The time and place of the hearing;

6.4.2. A statement as to whether or not City proposes to terminate or to modify the Agreement; and,

6.4.3. Such other information that the City considers necessary to inform Developer of the nature of the proceeding.

**6.5. Hearing on Modification or Termination.** At the time and place set for the hearing on modification or termination, Developer shall be given an opportunity to be heard. Developer shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on Developer. If the City Council finds, based upon substantial evidence, that Developer has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the City. The decision of the City Council shall be final.

#### **6.6. Certificate of Agreement Compliance**

6.6.1. *Certificate.* If, at the conclusion of a Periodic or Special Review, Developer is found to be in compliance with this Agreement, City shall, upon request by Developer, issue a Certificate of Agreement Compliance ("Certificate") to Developer stating that after the most recent Periodic or Special Review and based upon the information known or made known to the City Manager and City Council that:

6.6.1.1. This Agreement remains in effect; and

6.6.1.2. Developer is not in default.

6.6.2. *Recordation.* The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. Developer may record the Certificate with the County Recorder.

6.6.3. *City Not Bound.* Whether or not the Certificate is relied upon by assignees or other transferees or Developer, City shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the City Manager or City Council.

### **7. EVENTS OF DEFAULT; REMEDIES AND TERMINATION**

**7.1. Defaults.** Subject to the extensions of time set forth in Section 10.11, failure or delay by either party to perform any term or provision of this Agreement when required by the express terms of this Agreement constitutes a default under this Agreement ("Default"). The injured Party shall give written notice of such failure or delay to the other Party specifying the Default complained of by the injured Party. The Party who so fails or delays must, within thirty (30) days of notice of Default, shall cure, correct or remedy such failure or delay; provided, however, that in the event that such default cannot be cured within such thirty (30) day period but can be cured within a longer time, the Party in Default shall diligently proceed to complete such actions and cure such default, so long as such extended cure period does not exceed sixty (60) days. During such period of curing, the Party receiving the notice of Default shall not be considered in Default. Except as required to protect against further damages or harm, the injured Party may not institute proceedings, whether legal or administrative, against the Party in Default until after giving such notice and the expiration of the applicable cure period. Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in giving

notice or otherwise asserting any of its rights or remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies or deprive such Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert or enforce any such rights or remedies.

**7.2. City's Remedies.** In the event of Developer's Default, and after expiration of the cure period specified in Section 7.1, the City may take any and all actions for remedies of such Defaults available in law or in equity to cure, correct, or remedy any Default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation hereof, to recover damages for any Default, and to obtain any other remedies in law or in equity. Notwithstanding the foregoing, in the event of such Default and after expiration of the applicable cure period, the City may also terminate this Agreement pursuant to Government Code Section 65865.1 with respect to the Property. Except as otherwise expressly stated in this Agreement, the rights and remedies of the City are cumulative, and the exercise by of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by Developer.

**7.3. Developer's Remedies; Specific Performance.** The Parties acknowledge that City would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. Accordingly, Developer covenants and the Parties agree that the sole remedy available against the City in the event of a City Default, and after expiration of the cure period specified in Section 7.1, shall be for termination of this Agreement with respect to the Property or pursue an action for specific performance of the terms of this Agreement; provided, however, that such action for Specific Performance must be filed within sixty (60) days of the end of the cure period of such default. For the avoidance of doubt, in no event shall the City be liable in damages to Developer, or to any successor in interest of Developer, or to any other person, and Developer covenants not to sue for damages or claim any damages for any Default or breach of this Agreement or for any cause of action that arises out of, relates to, or concerns this Agreement or any dispute, controversy, or issues regarding the application or interpretation or effect of the provisions of this Agreement.

**7.4. Release.** Except for non-monetary remedies set forth in Section 7.3, Developer, for itself, its successors and assignees, hereby releases City, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to the California Constitution article I, section 19 as well as the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon City relating to or arising from this Agreement or the terms of this Agreement. Developer further hereby waives and releases any claim it may have against the members, officials or employees of the City with respect to any default or breach by City or for any amount which may become due to Developer or its successors, or on any obligations under the terms of this Agreement. Developer hereby acknowledges that it has read and is familiar with the provisions of Civil Code section 1542, which is set forth below:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS



WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

By initialing below, Developer hereby waives the provisions of Civil Code section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

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Developer's Initials

**7.5. Survival.** The provisions of this Section 7 shall survive the termination of this Agreement.

## **8. INDEMNIFICATION; LITIGATION**

**8.1. Indemnification.** Developer, including any successor-in-interest thereto, shall indemnify, defend, protect and hold City and its officers, employees, agents, representatives and volunteers, harmless from, all claims, demands, damages, defense costs or liability of any kind or nature in any way relating to or arising from, whether directly or indirectly, (i) the City's approval of or performance under this Agreement, including without limitation any attack to set aside or null this Agreement, or the construction and development of the Project, including any damages to property or injuries to persons, including accidental death (including reasonable attorneys' fees and costs), which may be caused by any of Developer's activities under this Agreement, whether such activities or performance thereof be by Developer or by anyone directly or indirectly employed or contracted with by Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement. Developer's indemnity obligations under this Section 8.1 shall not extend to claims, demands, damages, defense costs or liability for property damage, bodily injury or death occasioned by the sole gross negligence or willful misconduct of City or its officers, employees, agents, representatives or volunteers.

**8.2. Environmental Assurances.** Developer shall indemnify and hold City, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of Developer, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and Developer shall defend, at its expense, including attorneys' fees, City, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. City may in its discretion participate in the defense of any such action.

**8.3. Reservation of Rights.** With respect to Section 8.1 and Section 8.2 herein, City reserves the right to either, in its sole and absolute discretion: (i) approve the attorney(s) that the indemnifying Party selects, hires or otherwise engages to defend the indemnified Party hereunder, which approval shall not be unreasonably withheld, or (ii) conduct its own defense;

provided, however, that the indemnifying Party shall reimburse the indemnified Party forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

**8.4. Challenge to Existing Land Use Approvals**

8.4.1. *Covenant and Waiver.* By accepting the benefits of this Agreement, Developer, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by Developer or its successor in interest, or any participation, encouragement or involvement whatsoever that is adverse to City by Developer or its successor in interest, other than as part of required response to lawful orders of a court or other body of competent jurisdiction. Developer hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date.

8.4.2. *Breach of Covenant or Waiver.* In the event of any breach of the covenant or waiver contained herein, City shall, in addition to any other remedies provided for at law or in equity, be entitled to:

8.4.2.1. Impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the Party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching Party would have been required to pay in the absence of this Development Agreement; and

8.4.2.2. Impose any subsequently adopted land use regulation on those land use approvals for which the breaching Party had not, as of the time of such breach, obtained a building permit.

8.4.3. *Section 1542 Release.* Developer hereby acknowledges that it has read and is familiar with the provisions of California Civil Code section 1542, which is set forth below:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

By initialing below, Developer hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

\_\_\_\_\_  
Developer's Initials

**8.5. Survival.** The provisions of Sections 8.1 to 8.4 of this Agreement shall survive the termination of this Agreement.

## **9. MORTGAGEE PROTECTION**

**9.1. Mortgaging the Property.** The Parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement.

**9.2. Mortgagee Privileges.** Any Mortgagee of the Property shall be entitled to the following rights and privileges:

9.2.1. Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

9.2.2. The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Agreement.

9.2.3. If City timely receives a request from a mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such Party under this Agreement.

9.2.4. Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.5 of this Agreement.

**9.3. Certificate of Completion.** Upon completion of all construction and Development to be completed by the Developer under this Agreement or the Development Approvals upon the Property, the City shall furnish the Developer with a Certificate of Completion, within thirty (30) days following written request therefor by the Developer. A Certificate of Completion shall also be provided by the City upon completion of all construction and Development on the Property by an approved assignee, transferee or successor in interest or any lender of Developer. The Certificate of Completion shall be executed in such form as is reasonably acceptable to the City and to permit it to be recorded in the Office of the County Recorder. A Certificate of Completion shall be, and shall so state that it is, a conclusive determination of satisfactory completion of the construction required by this Agreement upon the Property and of full compliance with the terms hereof. .

## **10. MISCELLANEOUS PROVISIONS**

**10.1. Recordation of Agreement.** This Agreement and any amendment or cancellation thereof shall be recorded with the County Recorder by the Clerk of the City Council within ten (10) days after the City enters into the Agreement, in accordance with Government Code section 65868.5. If the Parties to this Agreement or their successors in interest amend or cancel this Agreement, or if the City terminates or modifies this Agreement as provided herein for failure of the Developer to comply in good faith with the terms and conditions of this Agreement, the City Clerk shall have notice of such action recorded with the County Recorder.

**10.2. Entire Agreement.** This Agreement sets forth and contains the entire understanding and agreement of the Parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

**10.3. Relationship of the Parties.** The contractual relationship between the City and Developer is such that Developer is an independent contractor and not an agent or employee of the City. The City and Developer hereby renounce the existence of any form of joint venture or partnership between them, to the extent any exist, and agree that nothing contained in this Agreement or in any document executed in connection with the Property shall be construed as making the City and Developer joint venturers or partners.

**10.4. Severability.** If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the Project Fair Share Contribution and the Monument Sign Contribution as set forth therein, are essential elements of this Agreement and City would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.



**10.5. Interpretation and Governing Law.** This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof.

**10.6. Section Headings.** All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

**10.7. Context.** The words or phrases that are not proper nouns that begin with capital letters, are defined terms that have the meanings that are assigned to them in this Agreement. The singular form shall include the plural and vice versa; adverbs such as "herein," "hereto," and "hereunder" shall refer to this Agreement in its entirety and not to any specific section or paragraph; and the terms "include," "including," and similar terms shall be construed as though followed immediately by the phrase "but not limited to." "Recorded" means to be recorded in the Official Records of the County. Unless specified to the contrary, any reference to a section or paragraph shall be to a section or paragraph of this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated herein.

**10.8. Joint and Several Obligations.** If at any time during the Term of this Agreement the Property is owned, in whole or in part, by more than one Developer, all obligations of such Developers under this Agreement shall be joint and several, and the default of any such Developer shall be the default of all such Developers.

**10.9. Time of Essence.** Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

**10.10. Waiver.** Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

**10.11. No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

**10.12. Force Majeure.** Subject to the limitations set forth below, performance by either Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays are due to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation; unusually severe weather; acts or omissions of the other Party; or other circumstances beyond the control of such party ("**Enforced Delay**"). Notwithstanding the foregoing, Developer acknowledges and agrees that the following shall not constitute grounds of force majeure delay pursuant to this Section 10.11: (i) any Federal, State, County, or local emergencies or other

orders issued in relation to the COVID-19 pandemic do not constitute an Enforced Delay, unless such order or orders specifically prohibit the construction activity or other activity on the Property related to the Project; (ii) adverse changes in economic conditions; (iii) changes in market conditions or demand, and/or (iv) inability to obtain financing or other lack of funding to complete the Project. Developer expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Agreement Date.

**10.13. Extensions.** In addition to qualifying for a possible extension of the Term of this Agreement, as provided in Section 2.3, the Term of this Agreement and the times for performance by the Developer or the City of any of its obligations hereunder or pursuant to the Development Approval(s) shall be extended by the period of time of equal duration to the extent any of the Enforced Delay events described in Section 10.11 exist and/or prevent performance of such obligations; provided, however, that in not event shall such extension exceed a cumulative total of one hundred twenty (120) days). In addition, the Term shall be extended for delays arising from the following events for a time equal to the duration of each delay which occurs during the Term:

10.13.1. The period of time after the Effective Date during which litigation challenging the validity or enforceability of this Agreement or related to the Development Approval(s) or having the actual effect of delaying implementation of the Development Plan is pending, including litigation pending on the Effective Date. This period shall include any time during which appeals may be filed or are pending; and

10.13.2. Any delay resulting from the acts or omissions of the City or any other governmental agency or public utility and beyond the reasonable control of Developer.

**10.14. Notice of Delay.** Developer shall give notice to the City of any delay which Developer believes to have occurred as a result of the occurrence of any of the Enforced Delay events described in Section 10.11. In no event, shall notice of a delay of any length be given later than thirty (30) days after commencement of the delay or thirty (30) days before the end of the Term, whichever comes first.

**10.15. Mutual Covenants.** The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

**10.16. Successors in Interest.** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (i) is for the benefit of and is a burden upon every portion of the Property; (ii) runs with the Property and each portion thereof; and (iii) is binding upon each Party and each successor in interest during Developership of the Property or any portion thereof.

**10.17. Counterparts.** This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

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

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

**10.20. Further Actions and Instruments.** Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

**10.21. Eminent Domain.** No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain.

**10.22. Agent for Service of Process.** In the event Developer is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venture resident of the State of California, or it is a foreign corporation, then in any such event, Developer shall file with the City Manager, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Developer. If for any reason service of such process upon such agent is not feasible, then in such event Developer may be personally served with such process and such service shall constitute valid service upon Developer. Developer is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

**10.23. Authority to Execute.** The person or persons executing this Agreement on behalf of Developer warrants and represents that they have the authority to execute this Agreement on behalf of their corporation, partnership or business entity and warrants and represents that they the authority to bind Developer to the performance of its obligations hereunder.

**10.24. Form of Nondiscrimination and Nonsegregation Clauses.** The Developer shall refrain from restricting the use or rental or portion thereof on the basis of race, color, creed, religion, sex, marital status, ancestry or national origin of any person. All agreements or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses: "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, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of occupants, patrons, or vendees of the premises."

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

**10.26. Attorneys' Fees.** Developer shall reimburse City for all legal fees and expenses incurred by City in the negotiation and drafting of this Agreement, including, but not limited to, the attachments hereto and any modifications or amendments of this Agreement. In the event that any dispute between City and Developer should result in litigation relating to the enforcement and/or interpretation of the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable and necessary attorneys' fees, costs and expenses (including expert fees), including without limitation, actual attorneys' fees and expenses and other necessary costs of such litigation. In addition to the foregoing award of attorneys' fees and costs, the prevailing Party shall be entitled to its attorneys' fees and costs incurred in any post-judgment proceedings to collect or enforce any judgment. This provision shall survive the earlier termination of this Agreement or the merger of this provision into any judgment of the Agreement.

**10.27. Construction; Legal Advice.** City and Developer acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement. Each Party further represents and warrants the following to the other: that they have each read carefully this Agreement, and in signing this agreement, they do so with the full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or their respective agents, employees or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, any remaining portion of this Agreement shall remain in effect. This Agreement will be enforced and interpreted under the laws of the State of California.

**10.28. Waiver.** A waiver by one Party of the performance of any covenant, condition or promise of the other Party shall not invalidate this Agreement, nor shall it be considered to be a



waiver by such Party of any other covenant, condition or promise contained herein. The waiver of either or both Parties of the time for performing any act shall not be construed as a waiver of any other act required to be performed at a later date.

{Signatures on Next Page}

**SIGNATURE PAGE TO  
A DEVELOPMENT AGREEMENT  
FOR "THE GREEN PROPERTY"  
BY AND BETWEEN  
THE CITY OF HAWAIIAN GARDENS, CALIFORNIA  
AND HAWAIIAN 1311 LLC DBA HOLLIDAY INN EXPRESS**

IN WITNESS WHEREOF, the Parties have signed and entered into this Agreement by and through the signatures of their respective authorized representative(s) as follow:

**City:**

City of Hawaiian Gardens,  
a California municipal corporation

**Developer:**

HAWAIIAN 1331 LLC  
dba Holiday Inn Express,  
a California limited liability company

---

Ernie Hernandez,  
City Manager

---

Nina Patel,  
Principle Managing Member

---

Ashish Patel,  
Principle Managing Member

ATTEST:

---

Lucie Colombo,  
City Clerk

APPROVED TO FORM:

---

Megan Garibaldi, Best Best & Krieger LLP  
City Attorney

**PUBLIC AGENCY FORM OF ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )  
CITY OF HAWAIIAN GARDENS )  
(Gov't Code 40814 & Civil Code 1181)

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

(seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (seal)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

(seal)

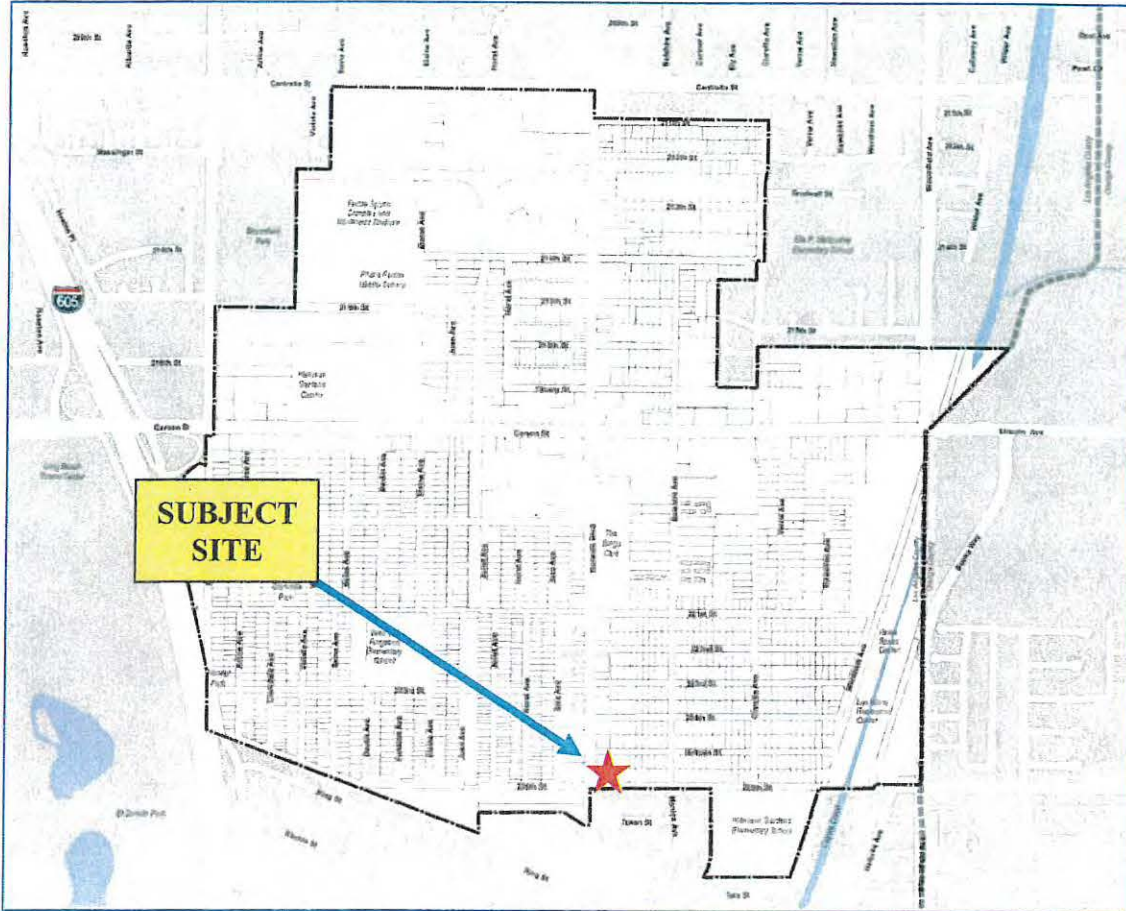
**EXHIBIT "A"**  
**TO**  
**"GREEN PROPERTY" DEVELOPMENT AGREEMENT**

**LEGAL DESCRIPTION OF THE PROPERTY**

Real property with Assessor's Parcel No. 7076-033-910 legally described as: Parcel 1 of Parcel Map No. 67317 in the City of Hawaiian Gardens, County of Los Angeles, State of California, as per map filed in Book 335, Pages 75 and 76 of Parcel Maps, in the Office of the of County Recorder of Said County.

**EXHIBIT "B"**  
**TO**  
**"GREEN PROPERTY" DEVELOPMENT AGREEMENT**

**LOCATION AND MAP OF THE PROPERTY**



**EXHIBIT "C"**  
**TO**  
**"GREEN PROPERTY" DEVELOPMENT AGREEMENT**  
**DEVELOPMENT PLAN**

**I. GENERAL**

The Developer agrees that the Property shall be developed and improved in accordance with the provisions of this Agreement, the Development Approvals (including all conditions of approval thereto), and the plans, drawings and related documents approved by the City pursuant hereto. The Developer and its supervising architect, engineer and contractor shall work with City staff to coordinate the final overall design, architecture and color of the improvements on the Site. The Project consists of a four-story, 42,164-square foot, 71-unit hotel, which will include a lobby area, guest rooms, a meeting room, offices, a bar and lounge, fitness room, multipurpose room, business center, kitchen and breakfast area, public restrooms, laundry room, an outdoor pool and patio, 64 parking spaces in a surface parking lot, storage areas, a pool equipment room, and a mechanical/electrical room ("Improvements").

**II. LOCATION OF IMPROVEMENTS**

The locations for the Improvements of the Project—including, without limitation, the park spaces, pool and patio, lobby area, meeting rooms, bar and lounge, kitchen and breakfast area, and business center, are shown in the Preliminary Plans, attached hereto as Attachment No. 1.

**III. ARCHITECTURE AND DESIGN**

The Developer's Improvements shall be of high architectural quality, shall be well landscaped, and shall be effectively and aesthetically designed. The shape, scale of volume, exterior design and exterior finish of the building must be consonant with, visually related to, physically related to and an enhancement of adjacent buildings and subject to the City's approval. The Developer's plans submitted to the City shall describe in detail the architectural character intended for the Developer's improvements.

**IV. LANDSCAPING**

Landscaping shall embellish all open spaces upon the Property to integrate the Project with adjacent sites. Landscaping includes such materials as paving, trees, shrubs and other plant materials, landscape containers, plaza furniture, top soil preparation, automatic irrigation and landscape and pedestrian lighting. Landscaping shall carry out the objectives and principles of the City's desire to accomplish a high quality aesthetic environment. A landscaping plan is required to meet the requirements of the MWELO (Model Water Efficient Landscape Ordinance) as required by the Hawaiian Gardens Municipal Code.

**V. SIGNS**

All signs on the exterior of the buildings are of special concern to the City and must



conform to the City's sign requirements.

#### **VI. SCREENING**

Trash areas shall be fully screened and have movable doors or other devices to obscure such areas from view. All fire standpipes and such other fire related mechanical devices shall be screened with plant materials. Rooftop equipment shall be reasonably hidden so as to mitigate views from principal elevations surrounding the development.

#### **VII. APPLICABLE CODES**

The Developer's Improvements shall be constructed in accordance with the Uniform Building Code (with City modifications) and the Hawaiian Gardens Municipal Code.

#### **VIII. SITE CLEARANCE AND PREPARATION**

The Developer shall perform, or cause to be performed, at its sole cost and expense, the following work:

1. On-site Demolition and Clearance
  - a. On the Property, demolish or salvage, clear, grub and remove (as may be needed and called for in the approved plans) all on-site buildings, pavements, walks, curbs, gutters and other improvements; and
  - b. Remove, plug and/or crush in place utilities, such as storm sewers, sanitary sewers, water systems, electrical overhead and underground systems and telephone and gas systems located on the Property, as may be required following any necessary relocation of the utilities.
2. Compaction and Grading

The Developer shall compact, finish grade and do such site preparation as is necessary for the construction of the Project.

Attachment 1 to Exhibit "C" (Development Plan)  
to  
"Green Property" Development Agreement

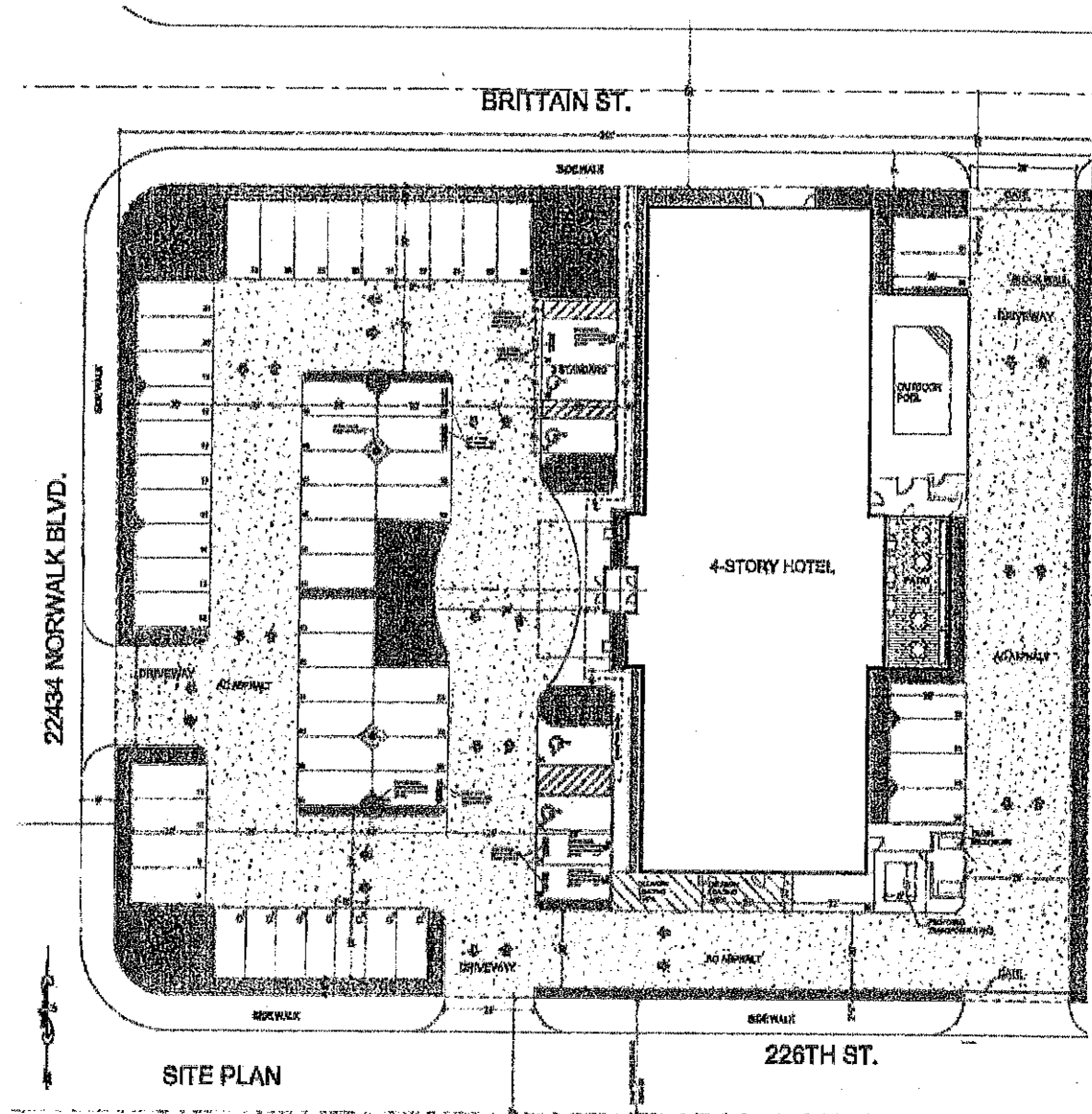


EXHIBIT "D"  
TO  
"GREEN PROPERTY" DEVELOPMENT AGREEMENT  
PROJECT FAIR SHARE CONTRIBUTION  
AND  
MEDIAN SIGN CONTRIBUTION

*Under Review. To Be Presented to City Council for Review and Action*

EXHIBIT "E"  
TO  
"GREEN PROPERTY" DEVELOPMENT AGREEMENT

SCHEDULE OF PERFORMANCE

- A. Days shall be calendar days, unless otherwise specified.
- B. The City Manager is authorized by the City to make minor changes to the schedule prior to the Project Completion Date resulting in an aggregate extension of the Project Completion Date of one hundred twenty (120) calendar days or less.
- C. In the event of any conflict between this schedule and the Development Agreement, the terms and provisions of the Development Agreement shall control.
- D. All defined terms indicated by initial capitalization used in this schedule shall have the meanings ascribed to the same terms in the Development Agreement.
- E. In the event City disapproves any of Developer's required submissions, the Performance Schedule shall be extended in accordance with the time required for the Developer to revise and resubmit such plans (as applicable) and for the City to render a decision on Developer's resubmission; provided, however, that the close of Escrow cannot be so accordingly extended.

*Under Review: To Be Presented to City Council for Review and Action*



EXHIBIT "F"  
TO  
"GREEN PROPERTY" DEVELOPMENT AGREEMENT  
FORM OF MEMORANDUM OF AGREEMENT

Recorded at the Request of:

City Clerk  
City of Hawaiian Gardens, California

When Recorded, Return to:

City of Hawaiian Gardens  
Attn: City Clerk  
21815 Pioneer Boulevard  
Hawaiian Gardens, CA 90716

Exempt from filing fees pursuant to Gov. Code § 6103

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement ("**Memorandum**") is entered into as of \_\_\_\_\_, 202\_\_ ("**Effective Date**"), by and between the CITY OF HAWAIIAN GARDENS, a California municipal corporation ("**City**"), and HAWAIIAN 1311 LLC dba Holiday Inn Express, a California limited liability company ("**Developer**"). The City and Developer may, from time to time, be referred to herein individually as a "**Party**" or together as the "**Parties**."

RECITALS

A. On May 12, 2020, the City Council of the City introduced and held first reading on Ordinance No. \_\_\_\_\_, approving that certain "Green Property" Development Agreement between the City and Developer, which such ordinance was adopted on May 26, 2020 and became effective as of June 25, 2020, and such agreement was recorded in the Official Records of the County of Los Angeles as Instrument No. \_\_\_\_\_ (as may be amended from time to time, the "**Development Agreement**"). Capital terms that are not otherwise defined shall have the meaning ascribed to them in the Development Agreement.

B. Pursuant to the Development Agreement, Developer agreed, and obtained a vested right, to develop that certain real property located in the City of Hawaiian Gardens, County of Los Angeles, State of California, more particularly described in Exhibit 1 attached hereto and by this reference made a part hereof (the "**Property**"), for purposes of a hotel use, pursuant to the terms and conditions set forth in the Development Agreement.

C. Section 5.2 of the Development Agreement states the intent of the City and Developer

that Sections 5.1.2, 5.1.3, 5.1.4, 5.1.5, 5.1.6, 5.1.8, and 5.2 of the Development Agreement relate to the ongoing operations of the hotel use and operations following Hotel Operations Commencement, and are intended to survive the earlier termination or expiration of the Development Agreement ("**Use and Operation Covenants**").

D. City and Developer have agreed to execute this Memorandum for the purpose of providing record notice of the Use and Operations Covenants, which shall survive for the term of this Memorandum, as set forth below.

### AGREEMENT

In consideration of the rights and obligations of the parties under the Development Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the City and Developer hereby promise and agree as follows:

1. Recitals. The foregoing recitals, incorporated herein by this reference, are an integral part of this Memorandum and are binding on the Parties.

2. Term. The initial term of this Memorandum commenced on the Effective Date of the Development Agreement and shall terminate at the end of the day immediately preceding the thirtieth (30th) anniversary of that Effective Date, subject to the amendment provisions set forth herein. The Parties may extend the term of this Memorandum, in writing, as a ministerial act of the City, in the form of a Small Change under Section 2.7.2 of the Development Agreement, which such extension shall be recorded in the Official Records of Los Angeles County.

3. Use of the Property. The Developer covenants and agrees for itself, its successors, its assigns, its transferees and every successor in interest that during construction and thereafter, the Developer and its successors, transferees and assignees shall devote the use of the Property, or any portion thereof, to the uses specified in the Development Approvals, this Development Agreement, and this Memorandum, including without limitation operation of the Hotel.

4. Developer's Covenants and Warranties. Developer hereby covenants and agrees for itself, its successors in interests and assigns, as follows:

a. *Physical Quality of the Hotel*. The physical quality of the Hotel, including without limitation the construction quality, finish material, lighting, landscaping and site amenities shall, in no event, fail to meet the minimum construction quality, finish material, lighting, landscaping and site amenities, as approved by or to be approved by the City.

b. *Operations of the Hotel*. From the date upon which the Hotel commences operations that are open to the public ("**Hotel Operations Commencement**"), (i) the Developer shall continuously use and operate the Hotel, or such subsequent hotel as may be amended pursuant to Section 5.1.4, below; and (ii) the Hotel or such subsequent hotel as authorized by Section 5.1.4 shall be operated in the condition of and as a first quality hotel in accordance with the Development Plan, Development Approvals, Memorandum of Agreement, and this Agreement, which such standard shall, in no event be less than AAA 3 Diamond standard as to

the physical condition and service as that standard is defined on the Effective Date of this Agreement.

c. *Franchisor and/or Hotel Manager.* During its operation, the Hotel shall be operated under the name of Franchisor, as has been already approved by the City, and be operated by a Hotel Manager, which Developer shall notify the City in writing of its selection of the Hotel Manager, at least 60 days prior to the Hotel Operations Commencement, which the City shall have the right to approve or disapprove, in its reasonable discretion. Developer may propose to replace the initial Franchisor and/or Hotel Manager; provided, however, that (i) such proposed replacement Franchisor and/or Hotel Manager shall operate the Hotel (or subsequently replaced hotel, in accordance with this Section) at a quality standard not less than that required by this Agreement; (ii) such proposed replacement Franchisor and/or Hotel Manager shall have the financial capability and operating experience equivalent to, or greater than, the original Franchisor and/or Hotel Manager, as the case may be, to operate the Hotel (or subsequently replaced hotel, in accordance with this Section) in the condition and at a quality level substantially equivalent to the condition and quality level, as the case may be, as existed as of the date of commencement of operations of the Hotel in compliance with this Agreement; and (iii) the City shall have the right, in its reasonable discretion, to approve or disapprove any proposed replacement Franchisor and/or Hotel Manager.

d. *Maintenance Covenants.* Developer shall maintain, at no cost or expense of the City, the Hotel and all improvements thereon to the Property and curb line, in compliance with the terms of this Agreement, the Development Approvals, and with the applicable provisions of the HGMC. Such maintenance and repair shall also conform to the requirements of the Developer's Franchisor and Hotel Manager, as applicable. Maintenance and security of the Project shall be consistent with other similar class hotel projects in the geographic area surrounding the City, and shall include, without limitation, regular graffiti, trash, and debris removal. The Property shall be kept free from any accumulation of debris or waste materials. The Developer shall maintain the landscaping required to be planted on the Property in a healthy condition in accordance with the approved landscape plan for the Project.

e. *Minimum Hotel Value.* Commencing on the Hotel Operations Commencement, the Developer shall not take action to decrease the assessed value (including the value of the improvements thereon and/or possessory interest therein) of the Property for property tax purposes below the assessed value as determined by the County Assessor's Office at the time of Hotel Operations Commencement ("**Minimum Hotel Value**").

f. *Obligation to Refrain From Discrimination.* 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, ancestry or national origin in the use, occupancy, tenure or enjoyment of the Project or any portion thereof, nor shall the Developer 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 occupants, patrons, or vendees of the Project. The foregoing covenants shall run with the land.

5. Notice. Developer shall advise the City in writing pertaining to any of the covenants referenced in Section 3 to the extent City notice and/or approval is required. Upon

request by the City, Developer shall deliver to the City, within five (5) days of such request, a copy of Developer's agreement with its Franchisor and/or its Hotel Manager.

6. Miscellaneous Provisions.

a. Events of Default; Remedies.

i. *Events of Default.* Failure or delay by either party to perform any term or provision of this Memorandum when required by the express terms hereof constitutes a default under this Memorandum ("**Default**"). The injured Party shall give written notice of such failure or delay to the other Party specifying the Default complained of by the injured Party. The Party who so fails or delays must, within thirty (30) days of notice of Default, shall cure, correct or remedy such failure or delay; provided, however, that in the event that such default cannot be cured within such thirty (30) day period but can be cured within a longer time, the Party in Default shall diligently proceed to complete such actions and cure such default, so long as such extended cure period does not exceed sixty (60) days. During such period of curing, the Party receiving the notice of Default shall not be considered in Default. Except as required to protect against further damages or harm, the injured Party may not institute proceedings, whether legal or administrative, against the Party in Default until after giving such notice and the expiration of the applicable cure period. Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in giving notice or otherwise asserting any of its rights or remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies or deprive such Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert or enforce any such rights or remedies.

ii. *City's Remedies.* In the event of Developer's Default, and after expiration of the cure period specified in Section 5.a, above, the City may take any and all actions for remedies of such Defaults available in law or in equity to cure, correct, or remedy any Default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation hereof, to recover damages for any Default, and to obtain any other remedies in law or in equity. Except as otherwise expressly stated in this Memorandum, the rights and remedies of the City are cumulative, and the exercise by of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by Developer.

iii. *Developer's Remedies; Specific Performance.* The Parties acknowledge that City would not have entered into the Development Agreement or this Memorandum if it were to be liable in damages under the Development Agreement or this Memorandum, or with respect to the Development Agreement or this Memorandum or the application thereof. Accordingly, Developer covenants and the Parties agree that the sole remedy available against the City in the event of a City Default under this Memorandum, and after expiration of the cure period specified in Section 5.a, above, shall be an action for specific performance of the terms of this Agreement; provided, however, that such action for Specific Performance must be filed within sixty (60) days of the end of the cure period of such default. For the avoidance of doubt, in no event shall the City be liable in damages to Developer, or to any successor in interest of Developer, or to any other person, and Developer covenants not to sue for damages or claim any damages for any Default or breach of this Memorandum or for any cause of action that arises out

of, relates to, or concerns this Memorandum or any dispute, controversy, or issues regarding the application or interpretation or effect of the provisions of this Memorandum.

b. Indemnification. Developer, including any successor-in-interest thereto, shall indemnify, defend, protect and hold City and its officers, employees, agents, representatives and volunteers, harmless from, all claims, demands, damages, defense costs or liability of any kind or nature in any way relating to or arising from, whether directly or indirectly, the City's approval of or performance under this Memorandum, or the ongoing operations and maintenance of the Hotel, including any damages to property or injuries to persons, including accidental death (including reasonable attorneys' fees and costs), which may be caused by any of Developer's activities under the Development Agreement or this Memorandum, whether such activities or performance thereof be by Developer or by anyone directly or indirectly employed or contracted with by Developer and whether such damage shall accrue or be discovered before or after termination of the Development Agreement or this Memorandum. Developer's indemnity obligations under this Section 6 shall not extend to claims, demands, damages, defense costs or liability for property damage, bodily injury or death occasioned by the sole gross negligence or willful misconduct of City or its officers, employees, agents, representatives or volunteers.

c. Amendments and Modifications. Any alteration, change or modification of or to this Memorandum, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party.

d. Successors in Interest. The burdens of this Memorandum shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Memorandum. All provisions of this Memorandum shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (i) is for the benefit of and is a burden upon every portion of the Property; (ii) runs with the Property and each portion thereof; and (iii) is binding upon each Party and each successor in interest during the Term of this Memorandum.

e. Counterparts. This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

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

g. Attorneys' Fees. Developer shall reimburse City for all legal fees and expenses incurred by City in the negotiation and drafting of this Memorandum, including, but not limited to, the attachments hereto and any modifications or amendments of this Memorandum. In the event that any dispute between City and Developer should result in litigation relating to the enforcement and/or interpretation of the terms of this Memorandum, the prevailing Party shall be entitled to recover reasonable and necessary attorneys' fees, costs and expenses (including expert fees), including without limitation, actual attorneys' fees and expenses and other necessary costs



of such litigation. In addition to the foregoing award of attorneys' fees and costs, the prevailing Party shall be entitled to its attorneys' fees and costs incurred in any post-judgment proceedings to collect or enforce any judgment. This provision shall survive the earlier termination of this Memorandum or the merger of this provision into any judgment of the Memorandum.

{Signatures on Next Page}

**SIGNATURE PAGE TO  
MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
THE CITY OF HAWAIIAN GARDENS, CALIFORNIA  
AND HAWAIIAN 1311 LLC DBA HOLLIDAY INN EXPRESS**

IN WITNESS WHEREOF, the Parties have signed and entered into this Memorandum by and through the signatures of their respective authorized representative(s) as follow:

**City:**

City of Hawaiian Gardens,  
a California municipal corporation

**Developer:**

HAWAIIAN 1331 LLC  
dba Holiday Inn Express,  
a California limited liability company

---

Ernie Hernandez,  
City Manager

---

Nina Patel,  
Principle Managing Member

---

Ashish Patel,  
Principle Managing Member

**ATTEST:**

---

Lucie Colombo,  
City Clerk

**APPROVED TO FORM:**

---

Megan Garibaldi, Best Best & Krieger LLP  
City Attorney

**PUBLIC AGENCY FORM OF ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )  
CITY OF HAWAIIAN GARDENS )  
(Gov't Code 40814 & Civil Code 1181)

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

(seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

(seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
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in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

(seal)



**EXHIBIT "1"**  
**TO**  
**MEMORANDUM OF AGREEMENT**

**LEGAL DESCRIPTION OF THE PROPERTY**

Real property with Assessor's Parcel No. 7076-033-910 legally described as: Parcel 1 of Parcel Map No. 67317 in the City of Hawaiian Gardens, County of Los Angeles, State of California, as per map filed in Book 335, Pages 75 and 76 of Parcel Maps, in the Office of the of County Recorder of Said County.

DATE  
1 MAY 2016  
PROJECT  
606 MAPLE ST.  
SHEET  
1 OF 5 (2016)

DESIGN BY: APEX DESIGNS LLC  
9744 MAPLE ST. #101  
BELLFLOWER, CA 90706  
TEL: (323) 630-9555

SITE PLAN  
2243 NORWALK AVE.  
HAWAIIAN GARDEN, CA

OWNER: HAWAIIAN 1311 LLC  
17318 PIONEER BLVD.  
ARTESIA, CA 90701  
UNITED STATES SUIT 212

REVISIONS

1	REV	
2	REV	
3	REV	

THE INFORMATION HEREON IS THE PROPERTY OF APEX DESIGNS LLC. IT IS THE PROPERTY OF THE CLIENT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF APEX DESIGNS LLC. THIS DOCUMENT IS THE PROPERTY OF APEX DESIGNS LLC AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF APEX DESIGNS LLC.

ASSESSOR'S PARCEL NUMBER: 7074-033-910  
PROPERTY ADDRESS: 2243 NORWALK BLVD.  
HAWAIIAN GARDEN  
CITY (GENERAL, COMMERCIAL)  
EXISTING LAND USE: VACANT  
ADJACENT TO: HOTEL ROOM HOTEL  
ADJACENT ZONING: RZ

LOT GROSS AREA: 55,107 S.F. = 1.26 ACRES  
FIRST FLOOR AREA: (CORPORATE ROOMS)-10,897 S.F.  
SECOND FLOOR AREA: (C2 ROOMS)-10,899 S.F.  
THIRD FLOOR AREA: (C2 ROOMS)-10,899 S.F.  
FOURTH FLOOR AREA: (C2 ROOMS)-10,899 S.F.  
TOTAL BUILDING AREA: 43,594 S.F.  
TOTAL LOT AREA: 55,107 S.F.

LOT COVERAGE: 10,897 / 55,107 = 19.8%  
REQUIRED LANDSCAPE AREA: 10%  
PROPOSED LANDSCAPE AREA: 6,641 / 55,107 = 12.05%

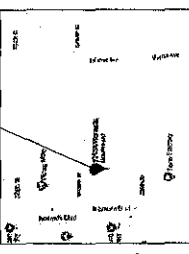
PARKING REQUIREMENTS:

7) BUDGET ROOM	SPACES REQUIRED	SPACES PROVIDED
8) PARKING SPACE/RESTROOM	71	84
9) FIRE STATION	0	0
1) PARKING SPACE PER EMPLOYEE	5	0
TOTAL	76	84 INCLUDING 7 COMPACT
INCLUDING DISABLED PARKING SPACES	4	

PER TABLE CODE 4.10.5.2 NUMBER OF "CLEAN AIR" PARKING SPACES  
REQUIRED: 6 ; PROPOSED: 6  
PER TABLE CODE 5.10.3.3.3 NUMBER OF FUTURE ELECTRIC VEHICLE CHARGING  
STATIONS (TYPE 2); PROPOSED: 4 ; (TYPE 1) (TYPE 2) (TYPE 3)  
4, 10, 3, 3, 3

PROPOSED OCCUPANCY GROUP: R1  
FLOOR FINISH: POLISHED CONCRETE  
FIRE SPARKLES AND FIRE ALARMS YES

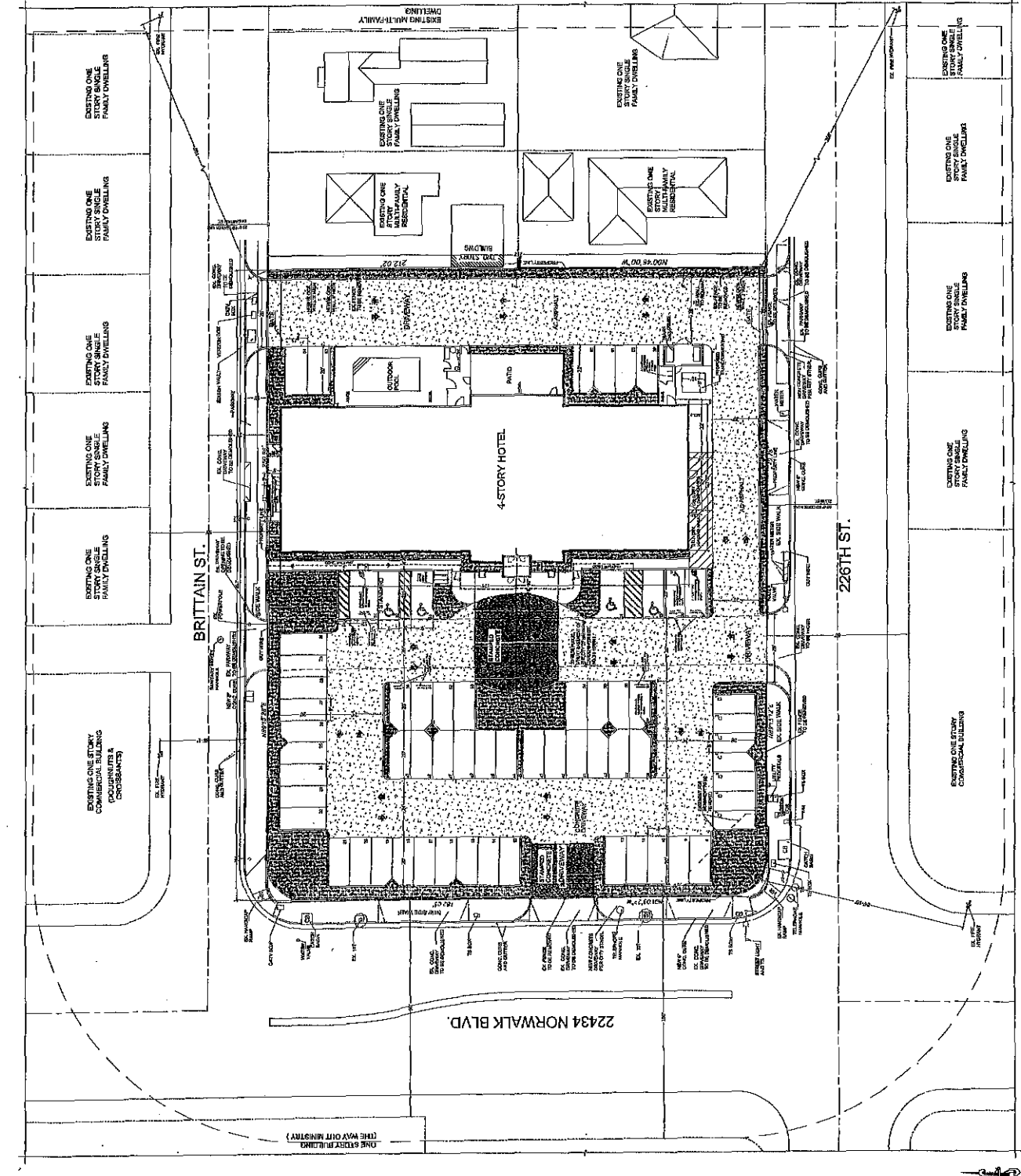
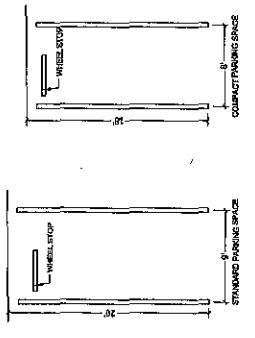
NUMBER OF STORIES: 4  
BUILDING HEIGHT: 53'-0" TO TOP OF PARAPET



VICINITY MAP  
THE GOVERNMENT CODES FOR THE DISTRICT ARE:  
2018 CALIFORNIA BUILDING CODE  
2018 CALIFORNIA PLUMBING CODE  
2018 CALIFORNIA ELECTRICAL CODE  
2018 CFC (2015 EDITION) LOCAL  
2018 COUNTY STANDARDS (CODES)  
AND ALL WORK SHALL CONFORM TO HAWAIIAN GARDEN MUNICIPAL CODE

SITE LEGENDS:

W	WALK PART OF TRAVEL OR MAX SLOPE
D	DRIVE
DW	DWELLING



NOTE: \* EXISTING AND OTHER PUBLIC IMPROVEMENTS PER CITY PUBLIC WORKS STANDARDS IS REQUIRED.

SITE PLAN

DATE: 05/18/2019  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 PROJECT: [Project Name]

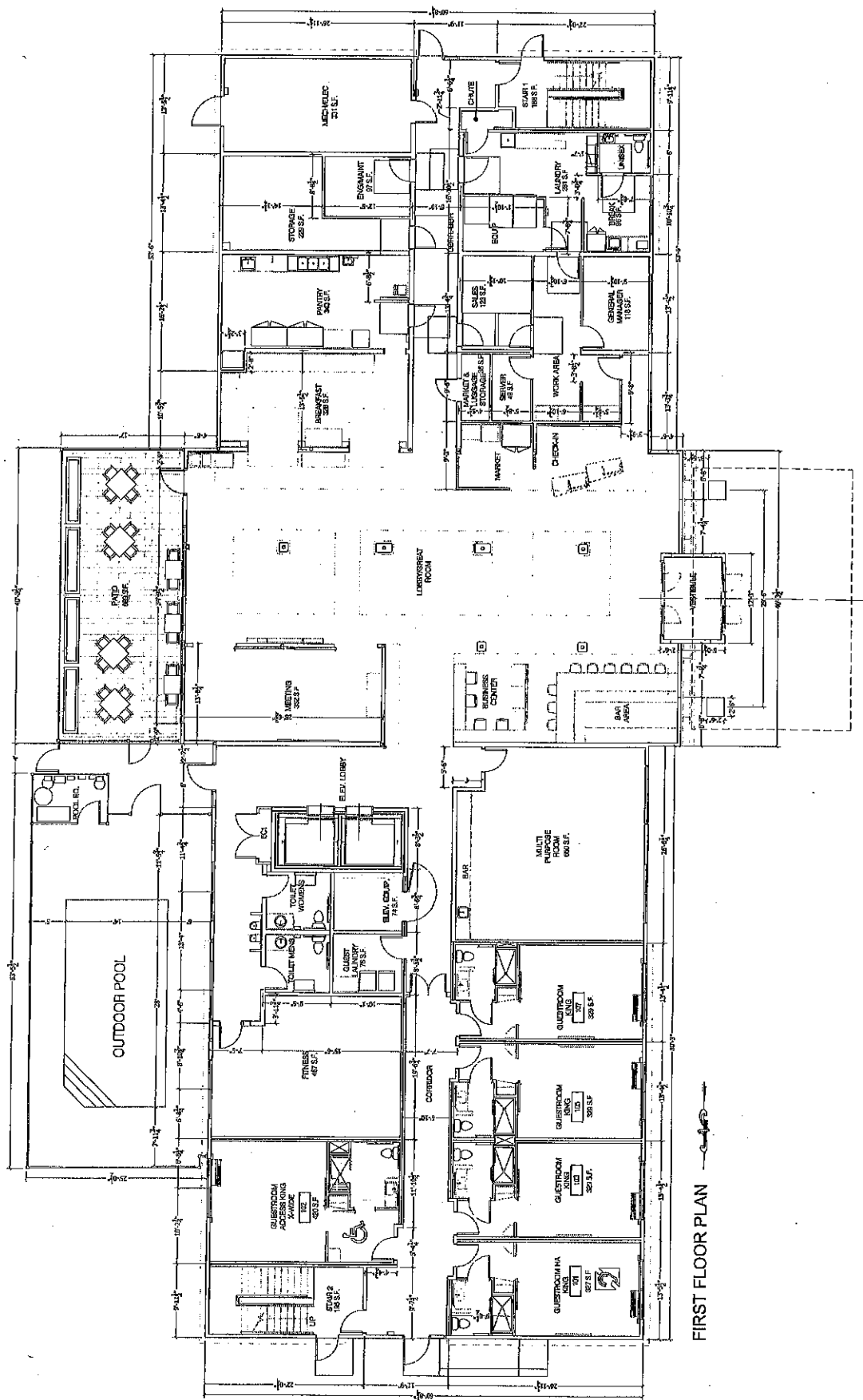
DESIGN BY: APEX DESIGNS LLC  
 9744 MAPLE ST. #101  
 BELLFLOWER, CA 90706  
 TEL: (323) 630-9555

FIRST FLOOR PLAN  
 22434 NORWALK AVE  
 HAWAIIAN GARDEN, CA

OWNER: HAWAIIAN 1311 LLC  
 17918 PIONEER BLVD.  
 ARTESIA, CA 90701  
 UNITED STATES SUIT 212

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		



FIRST FLOOR PLAN

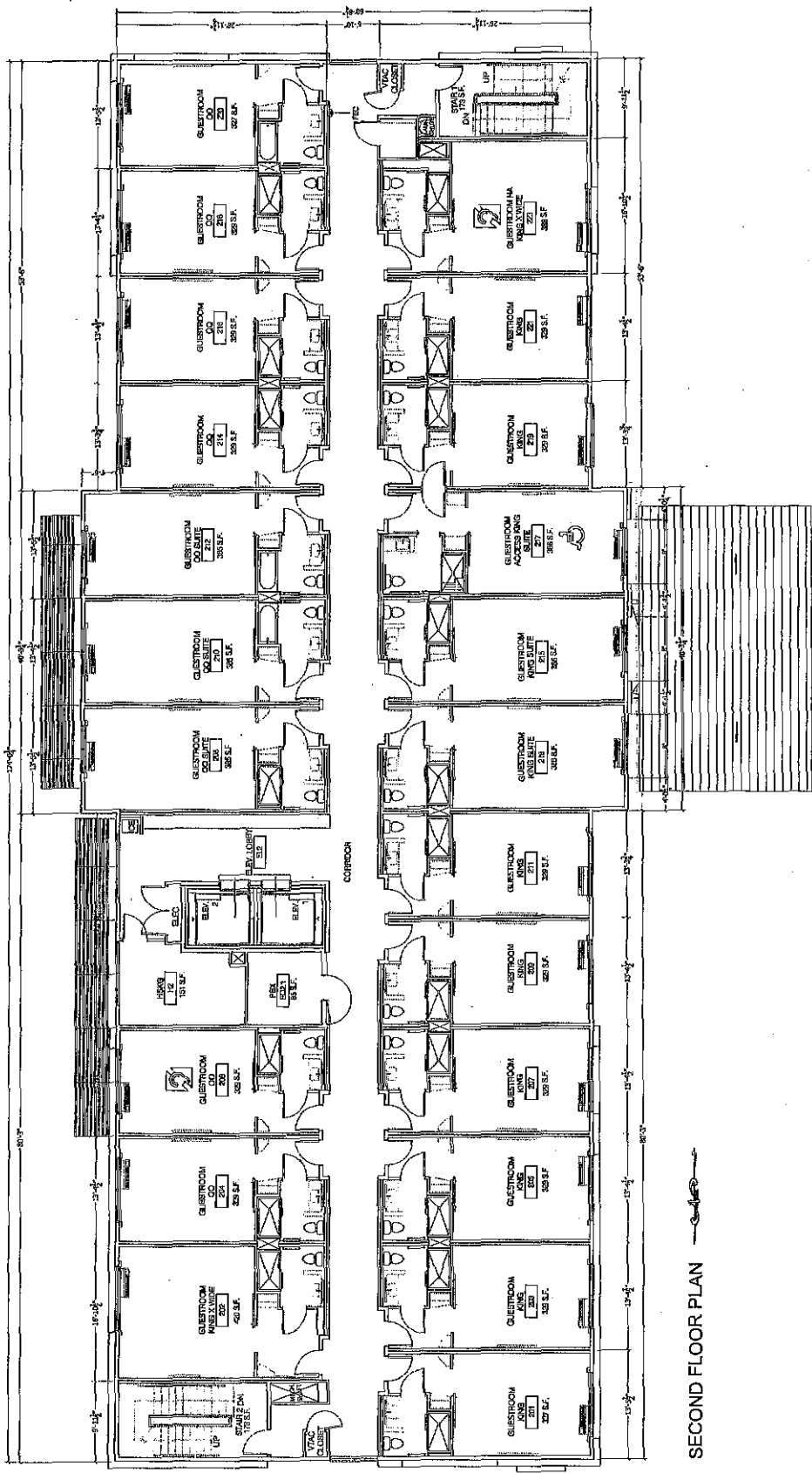
NO.	DATE	REVISIONS
1	05/20/09	ISSUED

DESIGN BY: APEX DESIGNS LLC  
 9744 MAPLE ST. #101  
 BELFLOWER, CA 94706  
 TEL: (925) 690-9555

SECOND FLOOR PLAN  
 2234 NORWALK AVE.  
 HAWAIIAN GARDEN, CA

OWNER: HAWAIIAN #11 LLC  
 17819 PIONEER BLVD.  
 ARTESIA, CA 90701  
 UNITED STATES SUIT 212

NO.	DATE	REVISIONS
1		
2		
3		



SECOND FLOOR PLAN

DATE  
17 MAY 2015

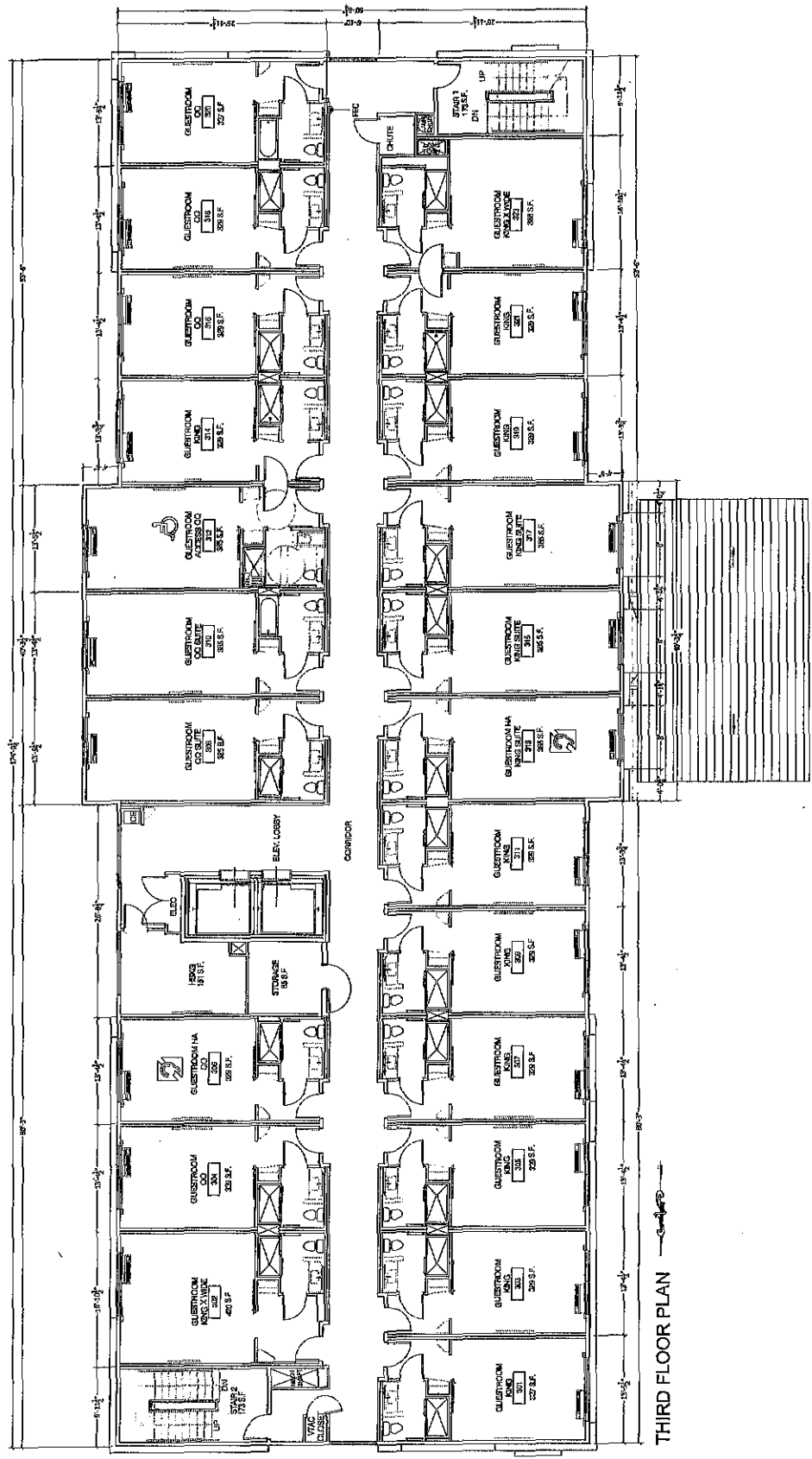
PROJECT  
09101301501

DESIGN BY: APEX DESIGNS LLC  
9244 MAPLE ST. #101  
BELLEVUE, CA 94706  
TEL: (323) 630-9555

THIRD FLOOR PLAN  
2234 NORWALK AVE.  
HAWAIIAN GARDEN, CA

OWNER: HAWAIIAN 1911 LLC  
17918 PIONEER BLD.  
ARTESIA, CA 90701  
UNITED STATES SUIT 212

NO.	DATE	DESCRIPTION
1	05/07	ISSUE FOR PERMIT
2		
3		



THIRD FLOOR PLAN

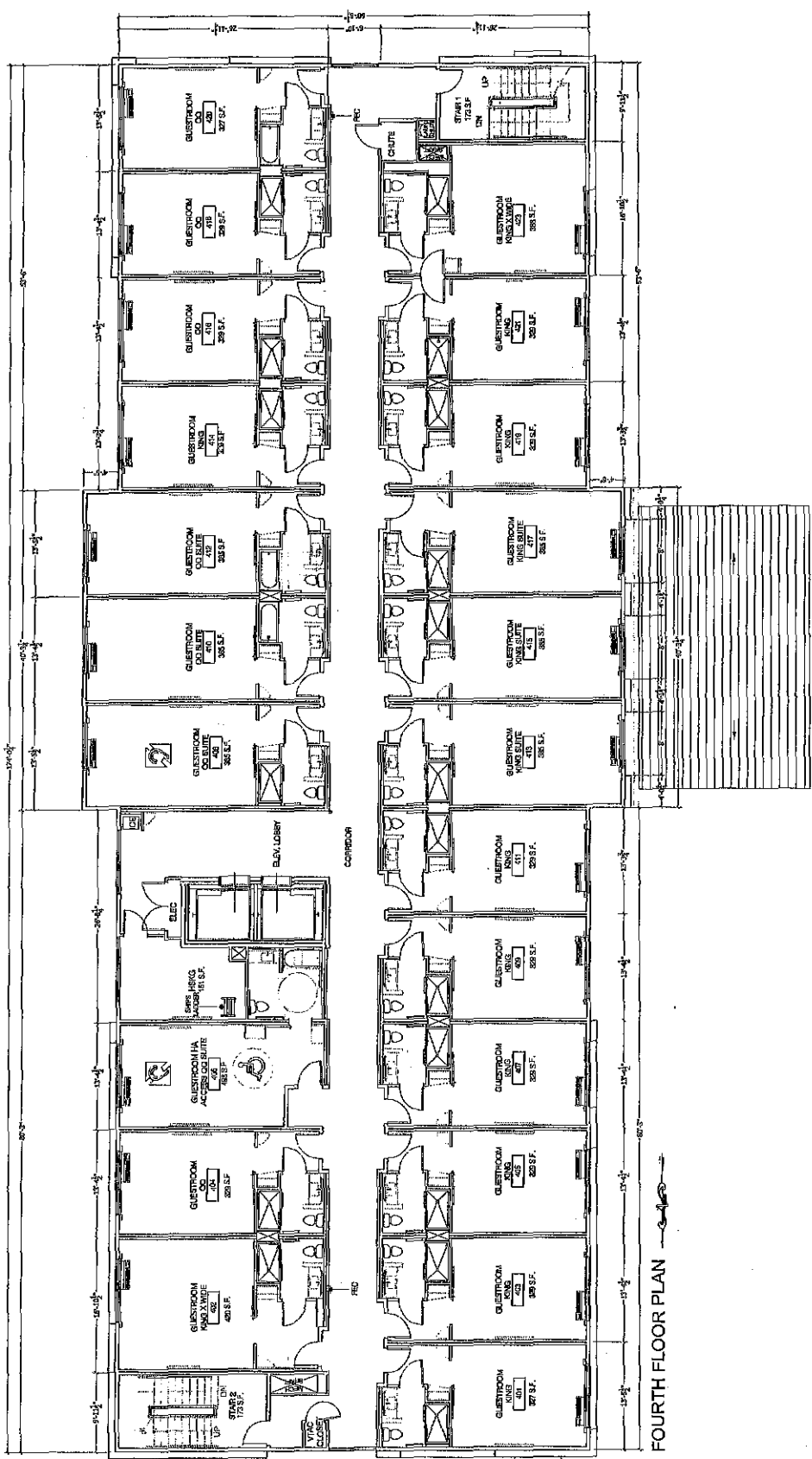


NO.	DATE	DESCRIPTION
1		
2		
3		

DESIGN BY: AREX DESIGNS LLC  
 9744 MAPLE ST. #101  
 BELTLOWEN, CA 90706  
 TEL: (323) 630-9555

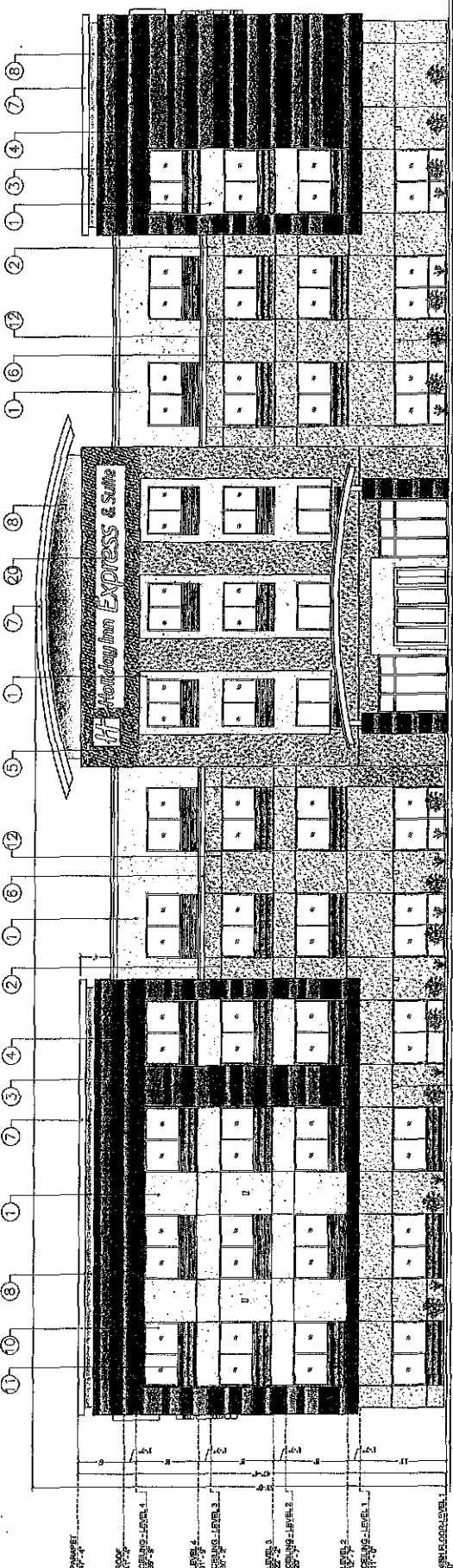
FOURTH FLOOR PLAN  
 22434 NORWALK AVE.  
 HAWAIIAN GARDEN, CA

OWNER: HAWAIIAN 1311 LLC  
 17918 PIONEER BLVD.  
 ARTESIA, CA 90701  
 UNITED STATES SUIT 212

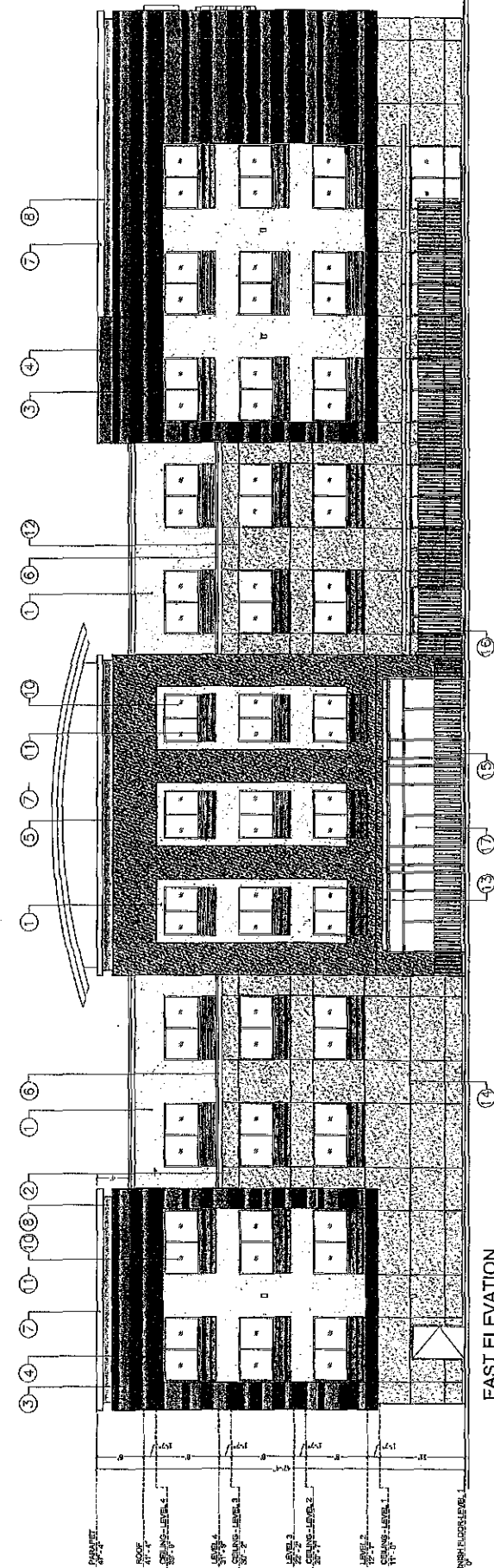


FOURTH FLOOR PLAN

- ELEVATION NOTES:**
- 1 SMOOTH TROWEL FINISH OMEGA STUCCO;
  - 2 3/8" CHICKENLLA
  - 3 9/28" STONE A/E
  - 4 9/28" STONE A/E
  - 5 427 SPICED COGNAC
  - 6 9/231 BRONZED ORANGE (VENETIAN STYLE)
  - 7 7" PDAM COLOR: OMEGA 9/283 STONE A/E
  - 8 PAINT SHERWIN WILLIAMS;
  - 9 METAL FLASHING PAINT: SHERWIN WILLIAMS SW 7075 WEB GRAY
  - 10 LED HIDDEN LIGHT
  - 11 ALUMINUM WINDOWS, MILGARD CLEAR ANODIZED
  - 12 PVC GRILL FLUSH WITH WINDOW FRAME TO MATCH WINDOWS
  - 13 1/2" METAL REVEAL
  - 14 STEEL SUN SCREEN COLOR: SW 7075 WEB GRAY
  - 15 WALL MOUNTED LIGHT FIXTURE
  - 16 42" HIGH PATO STEEL RAILING COLOR: SW 7075
  - 17 80" HIGH SWIMMING POOL STEEL PAILING COLOR: SW 7075
  - 18 ALUMINUM STORE FRONT
  - 19 DUAL-TIP ROOFING SINGLE PLY, GAF, EVERGLAND, TPO ICC-ESR-1587
  - 20 6" SEAMLESS METAL RAIN GUTTER
  - 21 BUILDING SIGN UNDER A SEPARATE PERMIT



WEST ELEVATION



EAST ELEVATION

REVISIONS	DATE	BY	CHK
1			
2			
3			

OWNER: HAWAIIAN 1311 LLC  
 17918 PIONEER BLVD.  
 ARTEGIA, CA 90701  
 UNITED STATES SUIT 212

ELEVATIONS  
 22434 NORWALK AVE.  
 HAWAIIAN GARDEN, CA

DESIGN BY: AREX DESIGNS LLC  
 9744 MAPLE ST. #101  
 BELTFLOWER, CA 90706  
 TEL: (323) 630-9555

**MINUTES**

**VIRTUAL/TELECONFERENCE  
SPECIAL MEETING**

**CITY OF HAWAIIAN GARDENS  
PLANNING COMMISSION**

**TUESDAY, APRIL 7, 2020 AT 6:00 P.M.**

**CALL TO ORDER**

The Special meeting of the Planning Commission of the City of Hawaiian Gardens was called to order by Chair member Winford on Tuesday, April 7, 2020 at 6:09 PM via ZOOM video conferencing, City Council Chambers, 21815 Pioneer Boulevard, Hawaiian Gardens, California.

**FLAG SALUTE**

The Flag Salute was led by Commissioner Rodriguez.

**ROLL CALL**

**VIA TELECONFERENCE:**

<b>Chair Member</b>	<b>Grant Winford</b>
<b>Vice Chair Member</b>	<b>Priscilla Kwan (audio off)</b>
<b>Commissioner</b>	<b>Anna Rodriguez</b>
<b>Commissioner</b>	<b>Donna Schultze</b>
<b>Chair Member</b>	<b>Sammy So</b>

Brenda Becerra, Planning Secretary, announced a quorum.

**1. AGENDA ORGANIZATION**

None

**2. ORAL COMMUNICATIONS**

No one addressed the Planning Commission.

**3. PUBLIC HEARING(S)**

The following Public Hearing items 3a through 3b were presented and discussed at one time and voted upon separately:

**3a. ADOPT RESOLUTION NO. 2020-008**

**CONSIDERING CASE NO. PLNG2019-0096MUP (MINOR USE PERMIT), A REQUEST TO ALLOW A MINOR USE PERMIT (MUP) TO ALLOW FOR A FITNESS TRAINING FACILITY, METROFLEX GYM, TO OCCUPY THE**

17,640 SQUARE FOOT VACANT TENANT SPACE AT PROPERTY LOCATED AT 12551 CARSON STREET., CITY OF HAWAIIAN GARDENS, CALIFORNIA.

PLANNING COMMISSION ACTION: Adopt Resolution No. 2020-008.

3b. APPROVAL OF RESOLUTION NO. 2020-009

CONSIDERING CASE NO. PLNG2020-0019MUP (MINOR USE PERMIT), A REQUEST TO APPROVE A MINOR USE PERMIT (MUP) FOR A 23 PERCENT PARKING REDUCTION IN ASSOCIATION WITH THE PROPOSED METROFLEX GYM AT PROPERTY LOCATED AT 12551 CARSON STREET, CITY OF HAWAIIAN GARDENS, CALIFORNIA.

PLANNING COMMISSION ACTION: Adopt Resolution No. 2020-009

Kevin Nguyen, Associate Planner II, presented the Staff Report along with a PowerPoint presentation.

Some of the discussion items where the existing number of members, parking reduction, hours of operation, peak hours vs nonpeak hours and special events, also if any written or oral communication was received from public.

PUBLIC HEARING - OPEN

Edward Avakoff, 3200 E. 59<sup>th</sup> Street, Long Beach, CA, applicant, via teleconference addressed the Planning Commission where he described the gym in detail and indicated his existing members will be following him to the new location. He also spoke in regards to parking reduction, he agrees with conditions but had some concerns with Attachment "A" Condition #4 and #6. He indicated that his Gym is community driven and very active with the community.

Some of the items discussed where ownership of building, distinction from other gyms, safety, security cameras, special events, charity donations, peak hours, items for sale and opening date of gym due to COVID-19 quarantine.

After some discussion, Joseph Colombo, Community Development Director, amended Attachment "A" Conditions of approval as follows:

4. The permitted hours of operation for the fitness facility are as follows:
  - Monday – Friday            5:00 am to 10:00 pm
  - Saturday & Sunday        7:00 am to 7:00pm

6. No more than 30 gym members shall be allowed at the fitness facility at any given time, except for special events approved through Temporary Use Permits.
7. No more than three (3) special events shall be allowed per calendar year. All special events shall require approval of a Temporary Use Permit application from the Community Development Department.
28. Within one (1) year of approval and then after every five (5) years, the Metro Flex Gym's owner/operator, together with owners of various parcels of the shopping center, shall slurry seal and restripe the entire shopping center's parking lot of the subject site to the satisfaction of the Director of Community Development.
29. Within six (6) months of approval, the Metro Flex Gym's owner/operator, together with owners of various parcels of the shopping center shall submit plans and obtain approval from the Community Development Director to restripe and remove the unpermitted parking stalls located at the northeast corner (rear) of the shopping center.

No one else addressed the Planning Commission for the Public Hearing.

Commissioner Schultze made a motion to close the public hearing, seconded by Commissioner Rodriguez, approved by roll call vote.

AYES: Winford, Kwan, Rodriguez, Schultze, So  
NOES: None  
ABSENT: None  
ABSTAIN: None

#### PUBLIC HEARING - CLOSED

A brief discussion among commissioners was focus on security cameras, charitable activity, and during Special events notifying/working with Elks Lodge in reference to their parking.

It was moved by Commissioner Rodriguez, seconded by Commissioner Schultze, and approved by voice vote to adopt Resolution No. 2020-008/Case No. PLNG2019-0096MUP, as amended.

AYES: Winford, Kwan, Rodriguez, Schultze, So  
NOES: None



ABSENT: None  
ABSTAIN: None

Motion carried. 5-0

It was moved by Commissioner Rodriguez, seconded by Vice Chair member Kwan, and approved by voice vote to adopt Resolution No. 2020-009/Case No. PLNG2020-0019MUP, as amended.

AYES: Winford, Kwan, Rodriguez, Schultze, So  
NOES: None  
ABSENT: None  
ABSTAIN: None

Motion carried. 5-0

Joseph Colombo, Community Development Director, addressed the applicant and indicated that the Planning Commission had approved both entitlements and also indicated there is a 10-day grace period for an appeal.

Chair member Winford recessed at 7:57 p.m.

Meeting was convened at 8:03 p.m.

**4. CONSENT CALENDAR**

The Planning Commission, upon approval of the Consent Calendar will waive reading in full of all resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

4a. RESOLUTION NO. 2020-010  
ALLOW A ONE-YEAR EXTENSION OF THE PREVIOUSLY APPROVED CONDITIONAL USE PERMITS, FOR A NEW GASOLINE SERVICE STATION THAT OPERATES WITH A CONVENIENCE STORE (7-ELEVEN) AND AN ALCOHOLIC BEVERAGE CONTROL TYPE 20 (OFF-SALE BEER & WINE) LICENSE, ON PROPERTY LOCATED AT 12300 CARSON STREET.

PLANNING COMMISSION ACTION: Adopt Resolution No. 2020-010

4b. APPROVAL OF THE MINUTES OF THE REGULAR PLANNING COMMISSION MEETING OF FEBRUARY 13, 2020

PLANNING COMMISSION ACTION: Receive and File

It was moved by Vice Chair member Kwan, seconded by Commissioner Schultze, and approved by roll call vote to adopt the Consent Calendar as presented.

AYES: Winford, Kwan, Rodriguez, Schultze, So  
 NOES: None  
 ABSENT: None  
 ABSTAIN: None

Motioned carried, 5-0.

## 5. ORAL STAFF REPORTS

There were no Oral Staff Reports.

## 6. COMMISSIONER REPORTS

Commissioner Schultze inquired if there were any inquiries for potential new businesses at the grocery store at the shopping center that was presented tonight and requested status of Don Ruben Restaurant. Joseph Colombo, Community Development Director, addressed her concern.

Commissioner Rodriguez reported that Governor Newsom mentioned the following website "Coronavirus.lacity/laprotects.org" if anyone was interested in purchasing a mask, she also mention that everyone be safe and healthy. She inquired why there has not been any tenants for the grocery store at the shopping center that was presented tonight. Joseph Colombo, Community Development Director, addressed her concern.

Vice Chair member Kwan thanked staff and apologized for the audio problem. Reiterated to take the lock-down seriously and everyone to be safe. Inquired if any other applications were received prior to tonight's application. Joseph Colombo, Community Development Director, addressed her concern.

Chair member Winford thanked staff for setting up the virtual teleconference meeting.

## 7. ADJOURNMENT

Commissioner Schultze made a motion to adjourn the meeting at 8:20 p.m., seconded by Vice Chair member Kwan to the next scheduled meeting of April 8, 2020. Carried by voice vote.

Respectfully submitted:

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Brenda Becerra  
Planning Secretary

**APPROVED:**

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**Grant Winford, Chairperson**

ATTEST:

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Brenda Becerra, Planning Secretary