City of
LYNWOOD
California

11330 Bullis Road
Lynwood, CA 90262
(310) 603-0220

PLANNING COMMISSION
REGULAR MEETING

Tuesday, May 10, 2022 – 6:00 P.M.

Web conference via ZOOM - To participate please join via Zoom:
Join Zoom Meeting
https://us06web.zoom.us/j/81196275281?pwd=UEpwNXpZanBGdjBHZExjN0xnbFIDUT09

Meeting ID: 811 9627 5281
Passcode: 2021
One tap mobile
+16699006833,,81196275281#,,,,*2021# US (San Jose)
+13462487799,,81196275281#,,,,*2021# US (Houston)

AGENDA

In Compliance with the Americans with Disabilities Act (ADA), if you are a disabled person and need a disability related modification or accommodation to participate in this meeting, please contact the City Clerk's Department at (310) 603-0220 ext. 214. Requests must be made as early as possible, and at least one full business day before the start of the meeting. Staff reports or other materials related to an item on this Agenda which are distributed to the Planning Commission less than 72 hours before this scheduled meeting shall be available for public inspection in the Development, Compliance and Enforcement Department/Planning Division office located at 11330 Bullis Road, Lynwood, CA 90262, during normal business hours.

1. **CALL TO ORDER**
2. **CERTIFICATION OF AGENDA**
3. **ROLL CALL**

Roland Becerra, Commissioner
Francisco Martin, Commissioner
Arturo Ramirez, Commissioner
Kenneth West, Chair
Commissioner, Vacant

Duly Posted
RECEIVED
MAY 05 2022
CITY OF LYNWOOD
CITY CLERKS OFFICE
Maria Quintana
City Clerk

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS AND RECOGNITIONS

6. APPROVAL OF MINUTES

A. Minutes for April 12, 2022

7. NON-AGENDA PUBLIC ORAL COMMUNICATION

(This time is reserved for members of the public to address the Planning Commission relative to matters that are not on the agenda. No action may be taken on non-agenda items unless authorized by law)

8. PUBLIC HEARING(S)

(With respect to speakers addressing items listed under the heading of public hearing, you are asked to wait until the Chair formally opens the public hearing and the item is called)

A. A request for the Planning Commission to consider Site Plan Review No. 2021-45, draft Mitigated Negative Declaration No. 2021-45 and also make recommendations to the City Council for the project's Development Agreement at 11350 Wright Road (APN 6194-031-007). The project is described as the construction of a proposed a new, 75-foot tall (from the top of the sign to the apex of the freeway grade), V-structure, digital billboard with a sign face of 14' x 48' (per sign face) on a single supporting post adjacent to and immediately west of the Interstate 710 Freeway Corridor. The subject site is zoned (M) Manufacturing.

I. Staff Report Presentation
II. Open Public Hearing
III. Public Testimony
IV. Close Public Hearing
V. Commission Discussion
VI. Call for the question/vote (M_____S_____)

B. A request for the Planning Commission to consider Site Plan Review No. 2021-46, draft Mitigated Negative Declaration No. 2021-46 and also make recommendations to the City Council for the project's Development Agreement at 11104-06 Wright Road (APN 6194-029-006). The project is described as the construction of a proposed a new, 80-foot tall (from the top of the sign to the apex of the freeway grade), two-sided (back-to-back) digital billboard with a sign face of 14' x 48' (per sign face) adjacent to and immediately west of the Interstate 710 Freeway Corridor. The subject site is zoned (M) Manufacturing.

I. Staff Report Presentation
II. Open Public Hearing
III. Public Testimony
IV. Close Public Hearing
V. Commission Discussion
VI. Call for the question/vote (M_____ S_____)

9. NEW - OLD BUSINESS

10. PLANNING COMMISSION/PBIDB ORAL COMMUNICATIONS

11. DIRECTOR COMMUNICATIONS

12. ADJOURNMENT

Next Regular Meeting is scheduled for June 14, 2022.

John Yonai,
Interim Community Development Director
Lynwood Planning Commission

Action Minutes for the
LYNWOOD PLANNING COMMISSION MEETING
April 12, 2022

1. CALL TO ORDER

The meeting of the Lynwood Planning Commission was called to order by Chair West at 6:01 p.m. by Web conference via Zoom.

2. CERTIFICATION OF AGENDA

Chair West asked if the Agenda had been duly posted.

Planning Associate Karen Figueredo confirmed that the Agenda had been duly posted.

3. ROLL CALL

Commissioner Becerra, Commissioner Martin, Commissioner Ramirez and Chair West were present.

STAFF PRESENT: Interim Community Development John Yonai, Planning Associate Karen Figueredo, and City Attorney John Lam

4. FLAG SALUTE

None.

5. PRESENTATIONS AND RECOGNITIONS

None.

6. APPROVAL OF MINUTES

Minutes for January 11, 2022

Motion: It was moved by moved by Commissioner Ramirez, seconded by Becerra to approve Item No. 6 Approval of Minutes as presented.
Vote resulted in:

Ayes: Becerra, Martin, Ramirez, West
Noes: None
Abstain: None
Absent: None

7. NON-AGENDA PUBLIC ORAL COMMUNICATION

None.

8. PUBLIC HEARING

A. **A request to consider** for the Planning Commission to consider and make recommendations to the City Council for the project's Development Agreement (DA) at 11600 Long Beach Boulevard for the new development, maintenance and operation of a single-story, 38,479 square foot supermarket, attached 3,981 square foot retail space, and detached 890 square foot drive-through café/restaurant in conjunction with a 164,657 square feet (3.78 acres) site with a 167 parking stall at-grade, fully paved and landscaped adjoining parking lot.

Interim Community Development John Yonai presented the staff report.

Chair West opened the Public Hearing

Applicant presented an overview of project.

Chair West ask for the estimated timeline.

Chair West closed the Public Hearing

Motion: It was moved by moved by Commissioner Ramirez, seconded by Becerra to approve Item No. 8A as presented.
Vote resulted in:

Ayes: Becerra, Martin, Ramirez, West
Noes: None
Abstain: None
Absent: None

9. NEW-OLD BUSINESS

None.

10. PLANNING COMMISSION/PBIDB ORAL COMMUNICATIONS

Commissioner Becerra - excited about the new development.

Commissioner Martin - the graffiti issues across the Amazon facility.

Commissioner Ramirez - thanked staff for the preparation of the agenda.

Chair West - thanked the staff for the meeting and looking forward to the new development.

11. DIRECTOR COMMUNICATIONS

Interim Director of Community Development John Yonai – mentioned that there were three (3) more items on the agenda but had insufficient information to present and addressed that there will be projects for the month of May, June and July coming up.

12. ADJOURNMENT

The meeting adjourned at 6:27 p.m. The next Regular Planning Commission meeting is scheduled for May 10, 2021 at 6:00 p.m.

Ken West, Chair

Anel Zarate,
Commission Secretary

City of LYNWOOD
A City Meeting Challenges
11330 BULLIS ROAD
LYNWOOD, CALIFORNIA 90262
(310) 603-0220

DATE: May 10, 2022

TO: Honorable Chair and Members of the Planning Commission

FROM: John Yonai, Interim City Manager
Alfredo Perez, Planning Associate

SUBJECT: Mitigated Negative Declaration No. 2021-45, Development Agreement and Site Plan No. 2021-45, 11350 Wright Road, Lynwood

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RECOMMENDATION

It is recommended that the Planning Commission:

1. **CONDUCT** a public hearing, receive public testimony, and, after discussion, vote upon the matter at hand.

2. **RECOMMEND** the adoption of Resolution No. 3445 entitled "A Resolution of the Planning Commission of the City of Lynwood for review and recommendation of approval by the City Council of a Development Agreement between the City of Lynwood and Bulletin Displays, LLC for the Development of a new, back-to-back digital billboard at 11350 Wright Road, Lynwood (Assessor's Parcel Number 6194-031-007)"

3. **RECOMMEND** the adoption of Bulletin Displays, LLC's billboard project's Mitigated Negative Declaration No. 2021-45 and Mitigation Monitoring Program.

4. **RECOMMEND** the preparation of an ordinance in conjunction with a Development Agreement for approval by the City Council.

BACKGROUND

Bulletin Displays, LLC (herein referred to as the "Applicant") has submitted a Site Plan Review application (SPR) to construct a new 75-foot tall, V-structure, digital billboard (herein referred to as the "billboard") consisting of a total billboard sign area of 1,344 square feet (14' x 48' or 672 square feet per billboard sign face). The proposed 75 feet is measured from the base of the sign to the top of the 14-foot sign face. The applicant

is proposing an additional 10 feet of height (85 feet) to accommodate the proposed sign's artwork beyond the sign display. Signage aesthetics and the potential height increase as described above will be further reviewed by staff and the matter may be returned to the Planning Commission if Bulletin Display, LLC's proposed billboards at 11104-06 Wright Road and 11350 Wright Road are drastically different from the other. Staff is recommending that the billboards match the exterior design of the other similar to the color rendering portrayed for the 11104-11106 Wright Road location.

The project plans reflect a V-structure sign and the applicant is requesting to reserve the right to exercise an option to install either their proposed V-structure sign or a back-to-back design and sign display. The applicant will communicate his position on this matter for consideration by Commission.

The subject billboard is proposed to be supported by a single supporting post immediately adjacent and west of the Interstate 710 Freeway corridor. The proposed billboard is proposed to be located at 11350 Wright Road (APN 6194-031-007) and approximately 550 feet southwest of the Wright Road and Martin Luther King Jr. Boulevard intersection. A note for reference, a smaller parcel (APN 6194-031-014) with a varying width of 29 to 44 feet lies between the subject site and the I-710 Freeway (refer to image below)

The subject site is also characterized as a generally rectangular-shaped, non-sloping site that maintains one (1) industrial structure operating a welding shop. The site is zoned (M) Manufacturing with a General Plan's Manufacturing land use designation.

The project corridor is located within the northeast area of the City and along the portion of the I-710 Freeway between E. Imperial Highway and Martin Luther King Jr. Boulevard. The City has two (2) designated freeway-oriented billboard corridors within the City: I-105 Freeway and I-710 Freeway. Off-site digital billboards are permitted

within these corridors subject to Zoning Code development standards and the approval of a Development Agreement (DA) by the City Council.

DISCUSSION

Draft Development Agreement (DA)

State Law allows cities to enter into DAs with private parties. The DA is a legal, binding contract between a city and any person or entity having a legal or equitable interest in a property. The agreement must clearly outline conditions, terms, restrictions and requirements for development of the property.

Under the DA Statute (Government Code Sections 65864-65869.5), cities have a right to enter agreements with private parties to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development. A Development Agreement provides the developer with certain vested rights to develop the property in accordance with zoning laws and entitlements in effect on the date of the Development Agreement for a specified period of time. In this case three years. This provides the Developer with assurance that the City will not change the terms of development during construction of the project. It also provides the City with assurance that the development will be completed in a timely manner. DAs are often used in large, complex projects and in projects that have a long lead-time, multiple phases, or a long development period, in order to give the developer certainty in regards to the entitlements and other governmental actions. There may also be a "business deal" component to a DA, where a city may agree to undertake certain actions to help a project in return for other considerations from a developer, sometimes financial. Once a DA is approved by the City Council, the rules of development for that property cannot change even if the zoning code or other development codes are changed.

Approval Process

Although the City's Municipal Code does not specify that a DA must first be approved by the Planning Commission, per State Law, the approval of a DA must be affected by both the Planning Commission and City Council actions. As such, if the Planning Commission reviews and recommends the proposed terms of the DA following the public hearing to the City Council, it is recommended that the City Council hear the matter and consider approving the DA after conducting the first reading of the ordinance and set a second reading for the proposed project DA at the following City Council meeting.

PROJECT

Pursuant to Lynwood Municipal Code Section 25-70-14 "Off-Site Outdoor Advertising Displays" of the Lynwood Municipal Code, proposed off-site outdoor advertisement billboards and DAs are subject to City Council decision. A DA (Attachment A) was prepared for the subject, new digital billboard located at 11350 Wright Road (APN 6194-031-007) and immediately adjacent to and west of the I-710 Freeway as shown the below aerial map (Attachment D).

The project site is comprised of one (1) parcel with a lot area of approximately 66,188 square feet or approximately 1.5 acres. The project site is located in Manufacturing (M) zone, wherein the Lynwood Municipal Code specifically and conditionally permit off-site outdoor advertising displays (billboards) by the process described in Section 25-70-14.

The new electronic billboard will consist of V-structure (or "V" shaped) displays and will be visible from both north and south bound I-710 Freeway lanes. The new billboard's size, design, lighting, messages and timing of messages will be consistent with the parameters described in DA. The Applicant shall comply with State law regarding the limitation of light and glare or such other standards as adopted by the Federal Highway Beautification Act and the State's Outdoor Advertising Act. Standards include, but are not limited to, the 0.3 foot-candles limitation over ambient light levels ensuring additional flexibility in reducing such maximum light level standard given existing conditions, including the obligation to incorporate automatic diming capabilities. Each message on the new digital billboard displays shall be displayed for at least eight (8) seconds.

Standard City conditions of approval and site requirements are included as findings confirmed in the positive from section Lynwood Municipal Code 25-130-5.

Environmental Determination

Pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15063 of the California Environmental Quality Act (CEQA) guidelines, the project completed an Initial Study review and a Mitigated Negative Declaration (MND) was completed pursuant to Section 15064(f)(2) of CEQA guidelines. The impacts associated with a Mitigated Negative Declaration was prepared as the conclusions of the Initial Study determined that the project may cause potentially significant impacts on the environment without mitigation.

Municipal Code Requirements

Per Section 25-70-14 of the Lynwood Municipal Code, the Planning Commission may recommend approval by the City Council if it finds the following to be true:

A. *That the proposed use is consistent with the General Plan;*

The subject site's Manufacturing Land Use designation as specified in the City of Lynwood General Plan and reflected upon the Lynwood Municipal Code by a corresponding Manufacturing (M) zone permits off-site outdoor advertising displays by Planning Commission review and final approval by the City Council. According to the Lynwood Municipal Code, the proposed use is permitted in both the industrial (manufacturing) and commercial zone categories. The City of Lynwood General Plan's Goal LU-2 requires the City plan for a range of commercial sites that serve the needs of the community. The proposed use serves the intent of this goal as the project provides a commercial service and public information vital to the public both nearby and in the general vicinity of the subject billboard. Besides offering commercially-based advertising and information, the billboard is required to display public service announcements that inform and make the general public aware of public safety and other information beneficial to the public.

As such, based upon the above finding, the subject billboard is found to be consistent with the Lynwood General Plan.

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

The proposed billboard will not be materially detrimental to any adjacent uses, buildings, or structures in the immediate vicinity of the subject site due to safeguards set in-place by the conditions in Resolution No. 4344 and the project's associated DA. A lighting analysis was completed by Watchfire, a third-party company, that describing lighting levels that will emanate from the proposed billboard upon neighboring properties and passersby. The lighting study specifically concludes that the billboard's effects on the neighborhood will be an "almost undetectable difference in ambient light after installation of the digital led billboards." As such, this study confirms that the proposed billboard will not adversely affect or be materially detrimental to any adjacent building or structure as required by this finding. Furthermore, the proposed billboard will also comply with height and all development standards specified in the Lynwood Municipal Code.

The proposed use is further safeguarded by the fact that the approved project will be required to complete a City Building Division plan check review and pass a series of progressive inspections to complete the construction of the project. The Building Division review will ensure compliance with all Building Division Codes. The proposed billboard structure will also be reviewed by and require approval from the Los Angeles County Fire Department to further ensure compliance with all current fire protection codes. The applicant will be required to maintain the site free of graffiti as the Site Plan Review approval includes a condition that any

graffiti placed within the control of the operator be abated within 24 hours its placement. The applicant will also be required to ensure that the site comply with local, State of California and Federal law related to outdoor advertising displays (billboards) further contributing to the preservation of a positive community image.

The recommended mitigation measures and conditions of approval adopted by the Planning Division, in conjunction with the safeguards described above, have been developed and are intended to mitigate any potential adverse impacts to the adjacent uses and ensure that all potential impacts do not result in any adverse effects or be materially detrimental to the adjacent uses, buildings, or structures.

C. *That the site for the proposed use is of adequate size and shape to accommodate the use and buildings proposed;*

The subject property is sufficient in size and shape to accommodate the conditionally permitted billboard. The site upon which the billboard will be installed consists of approximately 66,188 square feet or approximately 1.5 acres and is more than sufficient to accommodate the proposed billboard.

The proposed use and placement upon the relatively large manufacturing site is oriented to the I-710 in a manner that serve both residents and commuters within and outside the Lynwood community.

The subject site is well suited and appropriate for the development of the proposed billboard due to the heavy automobile traffic on along the I-710. As such, the proposed use is compatible with the surrounding uses, supports the existing character of the area, and serves the needs of those who live, work, and visit the area.

D. *That the proposed use complies with all applicable development standards of the zoning district; and*

The subject review by Planning Commission for consideration and recommendation of a back-to-back, digital billboard with two (2), 672 square feet individual billboard signage displays totaling 1,344 square feet will ensure compliance with all of Lynwood's applicable development standards. The proposed sign's height and length of each individual sign face is fourteen feet by forty-eight feet (14' x 48') and well within the maximum standards for this proposed use (Code limitation is 25' x 60'). The instant site plan review request being considered by the Planning Commission has been analyzed and staff has determined that the proposed use meets all applicable development standards established by the City's zoning code and the Manufacturing land use category. The project's imposed conditions of approval will ensure that the billboard will complement the existing, adjacent uses.

Based upon the supporting facts, a finding is confirmed in the positive that the proposed sign complies with all applicable development standards associated with site's underlying zoning and billboard display requirements.

E. That the proposed use observes the spirit and intent of this zoning code;

The project proposes to develop a billboard in observance with the spirit and intent of the Zoning Code and the requirements of Lynwood Municipal Code. The proposed new billboard will be consistent and in observance with all zoning code regulations. In addition to the project complies with all code-required aspects of the municipal code and the project will also include the creation of a source of public information also consistent with the goals and objectives of the Lynwood Zoning Code.

As such, the proposed use will result in a project that observes the spirit and intent of the City's zoning code.

Public Notice Process

Pursuant to California Government Code Section 65091, a public hearing notice has been published in at least one newspaper of general circulation within the local agency. As such, the notice was published in the Los Angeles Daily Journal on March 29, 2022. In addition, the notice was posted at three (3) public locations, which included inside City Hall, outside City Hall at the kiosk, and on the City's website.

ATTACHMENTS

A. Development Agreement (DA)
B. Resolution No. 3445
C. Location Map
D. Aerial Map
E. Mitigated Negative Declaration No. 2021-45
F. Light Study
G. Project Plans and Color Rendering

ATTACHMENT A
DEVELOPMENT AGREEMENT

Project Location: 11350 Wright Road

Recording Requested by and
When Recorded Return to:

CITY OF LYNWOOD
11330 Bullis Road
Lynwood, CA. 90262
Attn: City Clerk

[Exempt From Recording Fee Per Gov. Code § 27383]

DEVELOPMENT AGREEMENT NO.

This Development Agreement ("Agreement") is entered into this day _____ of , 2021, ("Effective Date") by and between the CITY OF LYNWOOD, a California municipal corporation ("City") and Bulletin Displays, LLC ("Developer").

RECITALS

A. California Government Code Sections 65864, et seq., ("Development Agreement Law") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning and identifying the economic costs of such development.

B. Developer has a long-term leasehold interest ("**Site**") in a portion of the real property commonly known as 11350 Wright Road, in the City of Lynwood, in the County of Los Angeles (Assessor's Parcel Number 6194-031-007) (the "Property"), as more specifically described in **Exhibit "A"**, which Property is approximately 1.53 acres in size and is improved with a commercial building, along with parking, landscaping and related improvements. Developer's Site is located near the eastern boundary of the Property and is adjacent to and visible from the 710 Freeway, as depicted on each Site Plan attached as **Exhibit "B"**.

C. Developer seeks to install on the Site an 85 foot tall billboard ("Billboard") containing a double-sided L.E.D. display ("Digital Display"), each face measuring 14 feet x 48 feet from the base of the display as depicted on **Exhibit "C"**, pursuant to the terms of this Agreement. In this Agreement, the Billboard and each Digital Display are sometimes referred to collectively as "Billboard" and sometimes the "Digital Display" is referred to specifically.

D. In exchange for the City's approval to install the **Billboard** and the **Digital Display** thereon, and in order to mitigate any impacts associated with the installation, Developer agrees to:

1. Pay to the City a development fee and provide other public benefits as set forth in Section 2.5 below, and

2. Install an illuminated sign on the Billboard naming the City of Lynwood at no cost to City with the final design agreed to between the City and Developer; and

3. Agree not to advertise on the Digital Display any content contrary to the provisions of Section 2.7 below.

E. The Site is located in the City's Manufacturing zone and has a General Plan designation of Industrial.

F. The Project, as defined below, requires a Site Plan approval, which Developer is pursuing through a duly-filed sign review approved by the City concurrently herewith.

G. Developer and City Agree that this Agreement should be approved and adopted to memorialize the expectations of City and Developer as more particularly described herein.

H. On _____, ____ 2021, the Planning Commission of the City, at a duly noticed hearing to consider the approval of this Agreement, adopted Resolution No. _____ recommending approval of this Agreement to the City Council and find the Project, as defined below, categorically exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to Section 15332 regarding Urban In-Fill Development Projects.

I. On _____, ____ 2021, the City Council of the City, at a duly noticed hearing to consider the approval of this Agreement, considered the proposal, heard testimony, and introduced Ordinance No. _____, subject to referral of consideration of the matter by the Planning Commission.

J. The City Council has found that this Agreement is in the best public interest of the City and its residents, that adopting this Agreement constitutes a present exercise of the City's police power, and that this Agreement is consistent with the City's General Plan. This Agreement and the proposed Project, as defined below, will achieve a number of City Objectives and public benefits.

K. On _____, 2021, the City Council held the second reading of Ordinance No. _____, hereby approving this Agreement.

L. City finds and determines that all actions required of City precedent to approval of this Agreement by Ordinance No. _____of the City Council have been duly and regularly taken.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals (which are incorporated into this Agreement as if set forth in full herein) of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS

1.1 **Definitions.** This Agreement uses a number of terms having specific meanings, as defined below. These specially defined terms are distinguished by having the initial letter capitalized, when used in the Agreement. In Addition to the terms defined in the Recitals above, the defined terms include the following:

1.1.1 "Agreement" means this Development Agreement and all attachments and exhibits hereto.

1.1.2 "Annual Net Revenue" means all income actually received by Developer in connection with the Billboard (net of any commissions paid by Developer to advertising agencies or brokers, not to exceed 16-2/3%). For the purposes hereof, any income described in this definition will not include the value of any in-kind usage of the Billboard by the City pursuant to Section 2.6 or any other in-kind usage for political messages or for public service messages from nonprofit organizations or for nonpaying clients who are testing the sign or given bonuses.

1.1.3 "Billboard" and "Digital Display" shall have the meanings ascribed in the Recital above

1.1.4 "City" means the City of Lynwood, a California municipal corporation and a general law city.

1.1.5 "City Council" means the City Council of the City.

1.1.6 "Developer" means Bulletin Displays, LLC, duly existing and operating and its successors and assigns, as further described in Section 8.20.

1.1.7 "Development Approval" means the approved Project, based on the approval of the City Council, as further described at Recital G and Section 3.3 herein.

1.1.8 "Effective Date" means the date inserted into the preamble of this Agreement, which is 30 days following approval of this Agreement by ordinance of the City Council, provided the Agreement is signed by the Developer and the City.

1.1.9 "Final Permits" shall be when all approvals necessary to construct the Billboard and the Digital Displays have been obtained from all applicable governmental and quasi-governmental authorities, including but not limited to any and all permits and approvals required by: (i) the Lynwood Municipal Code; (ii) the California Department of Transportation ("Caltrans") pursuant to the California Outdoor Advertising Act; (iii) applicable utilities affected by the construction; and (iv) CEQA and the State CEQA Guidelines.

1.1.10 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of City, including, but not limited to, the City's General Plan and Municipal Code, which govern the development and use of the Site, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of the Billboard, 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 Billboard at the Site which are in full force and effect as of the Effective Date of this Agreement. Land Use Regulations shall also include National Pollutant Discharge Elimination System ("NPDES") regulations, to the extent applicable.

1.1.11 "Lease" means the agreement between Developer and the Property owner granting Developer the legal right to install, operate and maintain the Billboard and Digital Display at the Site.

1.1.12 "Operational" means , the date that all L.E.D. panels of the Digital Display are capable, legally and functionally, of displaying advertising or issuance of all governmental and Southern California Edison approvals, whichever is sooner.

1.1.13 "Project" means the installation, operation and maintenance of the Digital Display on the Billboard on the Site, all in accordance with the Development Approvals, and this Agreement.

1.1.14 "Site" shall have the meaning ascribed in Recital "B", above.

1.1.15 "Subsequent Land Use Regulations" means any Land Use Regulations that take effect after the Effective Date of this Agreement which may govern the Project.

1.1.16 "Term" shall have the meaning provided in Section 2.4, unless earlier terminated as provided for in this Agreement.

1.2 **Exhibits**. The following documents are attached hereto and are by this reference made a part of this Agreement:

Exhibit "A" (Legal Description of Property)
Exhibit "B" (Site Plan)
Exhibit "C" (Digital Display and Billboard Elevations)
Exhibit "D" (Form for the Annual Statement of Annual Net Revenues)

2. GENERAL PROVISIONS.

2.1 **Binding Effect of Agreement.** From and following the Effective Date, actions by the City and Developer with respect to the Project, including actions by the City on application for subsequent Development Approvals affecting the Site, shall be subject to the terms and provisions of this Agreement; provided however, that nothing in this Agreement shall be deemed or construed to modify or amend the Lease, or any of the Developer's obligations thereunder.

2.2 **Interest in Site**. City and Developer acknowledge and agree that Developer has a legal or equitable interest in the Site and is thus qualified to enter into and be a party to this Agreement under Development Agreement Law. Additionally, prior to the execution of this Agreement, Developer has allowed City to view a redacted copy of the Lease, which demonstrate that Developer has a long-term leasehold interest in the Site, which interest shall be maintained during the Term of this Agreement, at the discretion the Developer. If Developer's interest in the Lease is prematurely terminated, Developer may assign this Agreement as provided in Section 2.3, below. If Developer extends the Lease beyond the Term of this Agreement and this Agreement is not extended to the new Lease expiration date by the City, at the expiration of this Agreement, If Developer's interest in the Lease terminates before the expiration of this Agreement and Developer is not able to Assign this Agreement as provided in Section 2.3, Developer will remove the

Billboard and Digital Display and sign a written cancellation of this Agreement, as provided in Section 4.1.

2.3 **Assignment.** Developer shall not assign or otherwise transfer this Agreement, or its interest in the Site to any other person, firm, or entity, without City's written consent, which shall not be unreasonably withheld. An assignment of this Agreement shall be to a party that has demonstrated positive experience operating billboards similar to the Project, and who can provide evidence of adequate financial resources and expertise in securing advertisers for billboards similar to the Project. Developer shall notify City no later than ninety (90) days prior to any such proposed assignment and provide all documentation necessary for City to verify compliance with this requirement. Any transfer not meeting the requirements in this Section 2.3 shall be subject to the approval of the City Council. Any security posted by Developer may be substituted by the assignee or transferee. The prohibition against an assignment without reasonable City's approval shall not be required for, or deemed to prevent, (i) the renting or subleasing or licensing of space for advertisements or displays consistent with the customary uses and practices for billboards and message boards or (ii) the assignment of this Agreement to any affiliate of Developer or joint venture in which Developer participates provided that Developer submits evidence satisfactory to City that the principals who own and control Developer will maintain a majority controlling interest after consummation of such transaction and will have the ability to maintain a majority controlling interest throughout the Term, (iii) Developer, in any manner, at Developer's sole discretion, from encumbering Sites or any portion thereof or the Development or any improvement on the Sites thereon by any mortgage, deed of trust or other security device securing financing with respect to the Sites. The City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and the City agrees upon request, from time to time, to meet with Developer or Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. Subject to compliance with applicable laws, the City will not withhold its consent to any such requested interpretation or modification, provided the City determines such interpretation or modification is consistent with the intent and purposes of this Agreement. Upon reasonable approval by the City Attorney as to form, the City authorizes the City Manager to execute any Notices of Consent to Assignment on behalf of the City or similar financial documentation.

2.4 **Term of Agreement.** Unless this Agreement is earlier terminated as provided for herein, this Agreement shall continue in full force and effect for thirty (30) years after the date the Digital Display becomes Operational or the removal of the Digital Display, whichever is earlier ("Term"). The Parties may extend the Term or amend the terms of this Agreement by written amendment, subject to approval of the City Council. If the parties are unable to agree to extend the Term; then, within thirty (30) days after the expiration or termination of this Agreement, the parties shall execute a written cancellation of this Agreement, which shall be recorded with the County Recorder at the City's expense pursuant to Section 8.1 below

2.5 **Public Benefits.**

2.5.1 *Development Fees.*

(a) Minimum Annual Guarantee ("MAG"). In addition to the one-time development fee required under Section 2.5.1(a), Developer shall pay City an annual MAG

fee of $75,000.00 (the "MAG Fee") during the Term of this Agreement payable in equal monthly installments paid to the City on or before the fifteenth (15th) day of the first month following Digital Display becoming Operational and each month thereafter. The MAG shall be increased annually on the anniversary of the Digital Display becoming Operational by the greater of 2% or the annual increase in the Consumer Price Index as measured by the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim area, or successor or equivalent index in case such index is no longer published.

Commencing year ten (10) of the Term of this Agreement, the MAG shall increase to a minimum of One Hundred Thousand Dollars ($100,000) per year payable in equal monthly installments to the City and adjusted annually in accordance with this Subsection (a).

(b) Percentage Fee. To the extent that ten percent (10%) (the "Annual Revenue Share Percentage") of the Annual Net Revenue exceeds the MAG (or the prorated MAG for the 1st and last year of the Term) as of March 31st of every year starting the year after the MAG Commencement Date, Developer shall make an additional payment to the City by March 31st of each year of the Term in the amount by which (i) the Annual Revenue Share Percentage multiplied by (ii) the Annual Net Revenue collected by Developer for the immediate preceding Term year exceeds the MAG amount paid by Tenant to the City pursuant to Section 2.5.1(b) for such Term year. In no event shall the amount of the Development Fees due under Section 2.5.1 of this Agreement be less than the MAG.

(1) Reports. Developer shall furnish to City an annual statement of Annual Net Revenue for the Digital Display by March 31st of each year of the Term. Such statement shall be in a form listed in **Exhibit D**. Each statement shall be signed and certified to be correct by a duly authorized officer of Developer or by the head of their accounting department. Developer shall keep and make available complete and materially accurate books of account, records, cash receipts and other pertinent data, in accordance with good accounting practices, showing the Annual Net Revenue, including without limitation, materially accurate records of every sale and other sales transaction made for any advertising display on the Digital Display and any commissions paid by Developer to an agency or broker. Such books of account, records, cash receipts, or other pertinent data shall be kept for a period of no less than four (4) years after the end of each year. The receipt by City of any statement, or any payment of the Percentage Fee for any period, will not bind City as to the correctness of the statement or payment.

(2) Inspection and Audit. City, at its sole option, shall be entitled, at any time and from time to time during the Term and during normal business hours and with prior written notice to Developer, to inspect, examine, copy and audit Developer's books, records and cash receipts as related to Annual Net Revenue. Developer shall cooperate fully with City and City's agents in making the examination. City, at its option, will also be entitled once during each year of the Term and once after the Expiration Date or other termination of this Agreement, to cause an independent audit of such records to be performed by a certified public accountant designated by City, provided such accountant is not paid on a contingency fee basis. The audit will be conducted during usual business hours at Developer's office located at 3127 E.

South Street, Suite B, Long Beach, CA 90805, unless another location is mutually agreed upon. If the audit shows that there is a deficiency in the payment of any Percentage Fee, then Developer shall promptly upon notice pay the deficiency to City which payment will not require any penalty or other late fee. City will pay the costs of the audit unless the audit shows that Developer understated Annual Net Revenue by more than three (3%) percent in which case Developer shall pay all reasonable out-of-pocket costs paid to third party consultants and incurred by City in connection with the audit.

(c) *Late Charge; Default Interest.*

(1) Late Charge. If Developer fails to pay any payments or fees required under this Agreement after the same is due and payable, such unpaid amount shall be subject to a late payment charge equal to five percent (5%) of the unpaid amount in each instance. The late payment charge has been agreed upon by City and Developer, after negotiation, as a reasonable estimate of the additional administrative costs and detriment that City will incur as a result of any such failure by Developer, the actual costs thereof being extremely difficult—if not impossible—to determine. The late payment charge constitutes liquidated damages to compensate City for its damages resulting from such failure to pay, and Developer shall promptly pay such charge to City together with any unpaid interest.

(2) Default Interest. If any payments or fees are not paid following the due date, such unpaid amount will bear simple interest at the rate of 10% per year or the maximum permitted by law, whichever is lower ("Default Rate") from the due date until paid. However, interest will not be payable on late charges incurred by Developer, nor on any amounts on which late charges are paid by Developer to the extent this interest would cause the total interest to be in excess of that which an individual is lawfully permitted to charge. Payment of interest will not excuse or cure any default by Developer.

(3) Application of Payments. All payments received by City from Developer will be applied to the corresponding obligation owed by Developer to City. No designation by Developer, either in a separate writing, on a check or money order, or otherwise will modify this Agreement or have any force or effect.

2.5.2 *Processing Fee.* Developer has paid to City a one-time, nonrefundable processing fee ("Processing Fee") in the amount of Twenty Thousand Dollars ($20,000.00), which shall be used to pay City for the following: (1) City staff's costs for the review and processing of this Development Agreement separate from the processing of such other building and planning entitlements or CEQA review in connection with the Digital Display and (2) City's costs associated with costs of the City's legal counsel or any other of City consultants associated with the preparation, processing, and review of this Agreement. If the actual cost of processing the application exceeds the Processing Fee, Developer agrees to pay the excess within 30 days of receipt of the invoice. The Processing Fee shall be separate from all fees which are standard and uniformly applied to similar projects in the City, including, but not limited to, business license fees (due by Developer to City annually), one-time plan check fee and building permit fee and any other fees imposed by the City as may be applicable.

2.6 **City Usage of Digital Display.** To the extent that commercial advertising time on the Billboard is unsold and available, City shall have the right to use up to five percent (5%) of the total advertising time to promote civic and public purposes that serve the needs of the City and its residents, including but not limited to, City events and programs (such usage "City Usage"). City Usage shall be displayed (subject to the terms of this Agreement) during the operation of the Digital Display in increments, equally spread throughout each 24-hour day on a space available basis as long as the City obtains 5% on an annual basis if they request it (any time not requested is lost at the end of each year and does not accumulate to the next year), and otherwise in the same manner as other commercial advertising displayed on the Digital Display. The City shall submit all proposed copy to Developer not less than five (5) business days prior to the date the copy is proposed to be displayed. All proposed City Advertising copy shall be prepared and submitted at the City's sole cost, shall be in a format ready for posting on the Digital Display per Developer's posting specification sheet, and shall be subject to Developer's standard advertising copy rejection and removal policies, which allow Developer to approve or disapprove copy and remove copy once posted or displayed. City represents and warrants that all copy, content and materials supplied by City to Developer for display under this Agreement: (i) are owned or duly licensed by City and do not infringe or misappropriate the rights of any other person or entity; (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which City and/or Developer may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (iv) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party. Any content provided by City shall be owned and belong exclusively to the City, and Developer shall not reproduce, sell, or give away any such content without the advance written consent of the City.

2.6.1 *Emergency Notifications.* Without any offset in the City Usage described above and at no cost to the City and as further consideration for the use and occupancy of Premises, Tenant shall make the Digital Display available to Caltrans and the California Highway Patrol on a space available basis for purposes of "Amber Alerts" and for emergency or disaster notifications by local, state, or federal agencies.

2.6.2 *Jurisdictional Sign.* In addition, Developer agrees to construct and install on the Billboard an illuminated jurisdictional sign naming the City of Lynwood at no cost to City with the final design agreed to between the City and Developer.

2.6.3 *City Facility Authorized.* Upon mutual agreement of Developer and the City's Manager, the City or Developer may install telecommunication equipment (the "Equipment") on the pole at a cost to be paid by the telecommunication company and if all Parties and the telecommunication enter into a indemnification, defense and hold harmless agreement regarding the Equipment acceptable to Developer and the City and the Developer approve of the modifications requested by the telecommunication company and enter into a lease with the telecommunication company. This clause is subject to the unilateral approval of Developer's landlord which can refuse for any reason, reasonable or not.

2.6.4 *Fixed Facility Fee:* Should City and Developer enter into an agreement with a telecommunication company and Developer's landlord for the installation of an antenna or wireless communication device for cellular, wi-fi or other service on the Billboard pole or structure (the "Device"), the City and Developer shall share equally the gross revenue collected as a result of the Device as additional revenue after the Developer's landlord portion of the gross revenue is deducted. The party receiving the additional revenue from the telecommunication company shall have the right to review and audit the revenue received within 30 days upon request by the other party.

2.7 **Prohibited Use.** Developer shall not utilize any of the Digital Displays to advertise or display messages that are:

2.7.1 inherently false, misleading, or libelous (i.e., speech that is incapable of being presented in a manner that is not misleading);

2.7.2 promotes the sale of firearms, tobacco products, whether directly or indirectly;

2.7.3 promotes sexually oriented materials, adult businesses, entertainment, products, conventions, events, or websites; and

2.7.4 promotes any product, service or activity illegal under federal, state, or local law.

3. DEVELOPMENT AND IMPLEMENTATION OF THE PROJECT.

3.1 **Rights to Develop Billboard on the Site.** Subject to and during the Term of this Agreement, Developer shall have the right to develop the Project on the Site in accordance with, and to the extent of, the Final Permits, the Land Use Regulations, and this Agreement, provided that nothing in this Agreement shall be deemed to modify or amend the Lease.

3.2 **Effect of Agreement on Land use Regulations.** The rules, regulations and official policies governing permitted uses of the Site, the density and intensity of such uses, the maximum height and size of proposed structures, and the design, improvement and construction standards and specifications applicable to the development of the Project shall be as set forth in the Land Use Regulations, as such term is defined in Section 1.1.10, which are in full force and effect on the Effective Date.

3.3 **Development Approvals.** Developer shall, at its own expense and before commencement of demolition, construction or development of any structures or other work of improvement upon the Site, secure or cause to be secured all necessary Development Approvals, which shall include any and all permits and approvals which may be required by City or any other governmental agency or utility affected by such construction, development or work to be performed by Developer, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act ("CEQA") if any, although the Project will be processed as categorically exempt from CEQA pursuant to Section 15332 regarding Urban In-Fill Development Projects. Not by way of limiting the foregoing, in developing and constructing the

Project, Developer shall comply with all (1) development standards in City's Municipal Code applicable on the Effective Date, (2) NPDES requirements pertaining to the Project applicable on the Effective Date, (3) all applicable building codes applicable on the Effective Date, except as the Project may be permitted through approved variances and modifications, and (4) all Caltrans rules and regulations necessary to obtain an Outdoor Advertising Permit including a Relocation Agreement, if required. Developer shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by City in connection with the Project which are standard and uniformly applied to similar projects in the City.

3.3.1 *Relocation.* The City shall cooperate and assist the off-site advertising sign Developer with complying with federal, state and local laws for any off-site advertising sign that was approved by a development agreement; including but not limited to assistance with a relocation per Bus. & Professions Code, Section 5412 for any of the off-site advertising sign locations that are in landscaped classified areas per state law. The Parties acknowledge that the Property located at 11350 Wright Road, in the City of Lynwood, in the County of Los Angeles (Assessor's Parcel Number 6194-031-007) is on a landscaped section of the Long Beach (710) Freeway and that Developer will need to pursue a relocation per Bus. & Professions Code, Section 5412. Therefore, City desires to support and cooperate in the necessary relocation processes for permitting the construction and operation of billboards on the Property since the relocation allows the City to continued development in a planned manner for the general welfare and benefit of the public. All cost and expense associated with relocation shall be borne solely by the Developer unless otherwise provided by law.

3.4 **Timing of Project.** Developer shall commence the Project within one-hundred forty (140) days after obtaining the Final Permits. "Commencement" of the Project is herein defined as the start of construction of the Billboard on the Site under the applicable Final Permits. In the event Developer fails to commence such construction within one-hundred forty (140) days after obtaining the Final Permits, and after compliance with Section 5.3, either party hereto may terminate this Agreement by delivering written notice to the other party, and, in the event of such termination, neither party shall have any further obligation hereunder. However, if circumstances within the scope of Section 8.10 delay the commencement or completion of the Project, it would not constitute grounds for any termination rights found within this Agreement. In such case, the timeline to commence or complete the relevant task shall be extended in the manner set forth at Section 8.10. Notwithstanding the above, Developer shall, at all times, comply with all other obligations set forth in this Agreement regarding construction of the Project on the Site. Developer shall also maintain and operate the Billboard at all times during the Term of this Agreement in compliance with the provisions set forth below:

3.4.1 *Maintenance.* Developer, for itself and its successors and assigns, hereby covenants and agrees to be responsible for the maintenance and repair of the Billboard, including but not limited to, the Digital Displays installed thereon, and all related on-Site improvements, easements, rights-of-way and, if applicable, at its sole cost and expense, including, without limitation, poles and lighting, in good repair, free of graffiti, rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all federal, State, and local bodies and agencies having jurisdiction over the Site.

Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Billboard; (ii) ongoing maintenance by the Developer of any access area to the Billboard to minimize dust caused by the Project; (iii) the adequate and complete removal or painting over of all graffiti within 48 hours of notice of such graffiti being affixed on the Billboard; and (iv) the repair, replacement and repainting of the structure and the Digital Displays as necessary to maintain such Billboard in good condition and repair.

3.4.2 Developer shall comply with the standards as adopted by the Outdoor Advertising Association of America, Inc. (OAAA), including but not limited to, the 0.3 foot-candles limitation over ambient light levels at 250 feet, and ensuring additional flexibility in reducing such maximum light level standard given the lighting environment, the obligation to have automatic diming capabilities, as well as providing the City's Planning Manager or designee with a designated Developer employee's phone number and/or email address for emergencies or complaints that will be monitored 24 hours a day/7 days per week.

3.4.3 In the event ten percent (10%) or more of the digital sign face is not operating correctly or in the event of a malfunction, Developer shall immediately turn the entire display off, or show a one hundred percent (100%) black image on the display until corrected.

3.5 **Changes and Amendments.** Developer may determine that changes to the Development Approvals are appropriate and desirable. In the event Developer makes such a determination, Developer may apply in writing for an amendment to the Development Approvals to effectuate such change(s). The Parties acknowledge that City shall be permitted to use its inherent land use authority in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing the City shall use reasonable discretion and shall not apply a standard different than that used in evaluating requests of other developers. Accordingly, under no circumstance shall City be obligated in any manner to approve any amendment to the Development Approvals. The City Manager shall be authorized to approve, without processing an amendment to this Agreement, any non-substantive amendment to the Development Approvals that does not: (i) adversely impact and/or diminish Developer's or City's rights as provided hereunder and (ii) affect and/or block the visibility of the Digital Display or accessibility to the Billboard or (iii) decreases the public benefits set forth herein. All other amendments shall require approval of the City Council. Nothing herein shall cause Developer to be in default under this Agreement if it upgrades the Digital Display or the Billboard to incorporate newer technology or design; provided Developer shall secure all applicable ministerial permits to do so and such upgrade is consistent with the dimensions provided in this Agreement.

3.6 **Reservation of Authority**

3.6.1 *Limitations, Reservations and Exceptions.* Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Project:

(a) Processing fees and charges of every kind and nature imposed by City to cover the estimated actual costs to City of processing applications for amendments to the Development Approvals.

(b) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

(c) Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, as adopted by City as Subsequent Land Use Regulations, if adopted prior to the issuance of a building permit related to an amendment to the Development Approval. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, developer may terminate this Agreement upon ninety (90) days prior written notice.

(d) Regulations that are not in conflict with the Development Approvals or this Agreement.

(e) Regulations that are in conflict with the Development Approvals or this Agreement, provided Developer has given written consent to the application of such regulations to the development of the Project.

(f) Applicable Federal, State, County, and multi-jurisdictional laws and regulations which the City is required to enforce against the Site or the development of the Project and that do not have an exception for existing signs or legal nonconforming uses.

3.6.2 *Future Discretion of City.* This Agreement shall not prevent City from denying or conditionally approving any application for a subsequent development approval on the basis of Subsequent Land Use Regulations.

3.6.3 *Modification or Suspension by Federal, State, County, or Multi-Jurisdictional Law.* In the event that applicable federal, State, County, or multi-jurisdictional 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, and there is no exception for the legal nonconforming use, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such federal, State, County, or multi-jurisdictional laws or regulations, and 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.

3.7 **Regulations by Other Public Agencies.** It is acknowledged by the parties that other public agencies not subject to control by City may possess authority to regulate aspects of the development of the Project as contemplated herein, and this Agreement does not limit the authority of such other public agencies. Developer acknowledges and represents that, in addition to the Land Use Regulations, Developer shall, at all times, comply with all applicable federal, State and local laws and regulations applicable to the Billboard and Site that do not have an exception for a legal

nonconforming use. To the extent such other public agencies preclude development or maintenance of the Project and do not have an exception for a legal nonconforming use, Developer shall not be further obligated under this Agreement except as provided in Section 4.1. Notwithstanding the foregoing, if such action by another public agency materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.8 **Public Improvements.** Notwithstanding any provision herein to the contrary, City shall retain the right to condition any subsequent development approvals to require Developer to pay any required development fees, and/or to construct the required public infrastructure at such time as City shall determine.

3.9 **Fees, Taxes Assessments.** This Agreement shall not prohibit the application of customary fees, taxes, or assessments upon the Site.

4. REMOVAL OF BILLBOARDS

4.1 **Removal of Digital Display by Developer.** If the Parties do not extend the Term of this Agreement pursuant to Section 2.4 above, or if Developer breaches this Agreement after notice and a right to cure as provided in Section 5.3, or if the Developer's lease with the property owner otherwise terminates before the expiration of this Agreement or following the natural expiration of the Term or extensions thereof, Developer shall remove the Digital Display before lease termination and cancel this Agreement as provided in Section 2.4. If Developer does not timely remove the Digital Display and other improvements as required by this Section, City may, but shall not be required to, remove or cause the removal of the Digital Display and related structures on the Premises at Developer's expense and return the structures to the Developer or scrap them if Developer does not accept them. If Developer does not timely remove the Digital Display and other improvements as required by this Section and the City does not remove the sign, the City cannot operate the sign or allow anyone else to operate the sign. Developer shall reimburse City within thirty (30) days of receipt of an itemized accounting of the cost for such removal.

If the Lease terminates before the expiration of this Agreement, Developer will remove the Billboard concurrently with the Lease termination and cancel this Agreement as provided in Section 2.4. If Developer does not timely remove the Billboard and other improvements as required by this Section, City may, but shall not be required to, remove or cause the removal of the Billboard at Developer's expense and return the structures to the Developer or scrap them if Developer does not accept them. If Developer does not timely remove the Digital Display and other improvements as required by this Section and the City does not remove the sign, the City cannot operate the sign or allow anyone else to operate the sign. Developer shall reimburse City within thirty (30) days of receipt of an itemized accounting of the cost for such removal.

4.2 **City's Right to Removal.** Provided Developer is not in material breach hereof and subject to the notice and cure provisions in Section 5.3 herein, City will not have the right to: (i) remove the Digital Display, (ii) limit access to the Digital Display, or (iii) limit the visibility of the Digital Display, in any way, which is under their control. Should Developer breach this

Agreement, City may only require removal of the Digital Display subject to Developer's rights in Section 4.1.

5. REVIEW FOR COMPLIANCE.

5.1 **Annual Review.** The City may review this Agreement annually, at City's sole cost, to ascertain Developer's good faith compliance with the terms of the Agreement ("Annual Review"). However, no failure on the part of City to conduct or complete an Annual Review as provided herein shall have any impact on the validity of this Agreement. Developer shall cooperate with City in the conduct of any Annual Review and timely provide the following information and documentation to City: (1) description of all complaints received regarding the Billboard that were unrelated to the content of any message displayed, (2) any updates to Developer's contact information, (3) status and amount of all payment obligations to the City required under this Agreement, (4) any easement or Lease changes that could in any way materially impact the City or Developer's obligations under this Agreement, (5) any utility changes that could in any way materially impact the City or the obligations under this Agreement, and (6) any maintenance issues addressed or needing to be addressed that were raised by the City per the maintenance requirements herein.

5.2 **City Rights of Access.** Subject to City's execution of a permit to enter the Property, City's officers, employees, agents and contractors, shall have the right, at their sole risk and expense, to enter the Site at all reasonable times and with as little interference as possible to the operation of the Billboard thereon, for the purpose of assuring compliance with this Agreement, conducting the annual review under this Section 5, as well as inspecting the construction, reconstruction, relocation, maintenance, repair and service of any public improvements or public facilities located on the Site, or to perform any rights of the City under Section 4.2 above. Any damage or injury to the Site or to the Billboard thereon resulting from such entry shall be promptly reported to the Developer to assess the proper repair procedure that the City shall solely pay for, unless an emergency, where under the City can do a repair at the City's sole expense and then report the damage and repair to the Developer. Notwithstanding the foregoing, or any other provision in this Agreement (including without limitation Section 4.2 above), City shall have no right to enter the Site unless and until City executes and delivers to Developer a permit to enter (except that this provision is not intended to interfere with the City's police powers to address any nuisance, dangerous condition, or other condition pursuant to the City's ordinances). Notwithstanding anything to the contrary herein, in no event will City representatives ever climb up the pole of the Billboard during any inspection.

5.3 **Procedure.** Each party shall have a reasonable opportunity to assert matters, which it believes, have not been undertaken in accordance with the Agreement, to explain the basis for such assertion, and to receive from the other party a justification of its position on such matters. If either party concludes that the other party has not complied in good faith with the terms of the Agreement, then such party may issue a written "Notice of Non-Compliance" ("Notice") specifying the grounds therefore and all facts demonstrating such non-compliance. The party receiving a Notice shall have thirty (30) days to cure or remedy the non-compliance identified in the Notice, or if such cure or remedy is not reasonably capable of being carried out to completion within such thirty (30) day period, to commence to cure or remedy the noncompliance and to diligently and in good faith prosecute such cure or remedy to completion. If the party receiving the Notice does not believe it is

out of compliance, it may contest the Notice by responding in writing to said Notice within thirty (30) days after receipt of the Notice. If a response to the Notice has not been received in the offices of the party alleging the non-compliance within the prescribed time period, the Notice shall be conclusively presumed to be valid. If a Notice is contested, the parties shall, for a period of not less than fifteen (15) days after receipt of the response, seek to arrive at a mutually acceptable resolution of the matter(s) occasioning the Notice. In the event a cure or remedy is not timely effected or, if the Notice is contested and the parties are not able to arrive at a mutually acceptable resolution of the matter(s) by the end of the fifteen (15) day period, the party alleging the non-compliance may thereupon pursue the remedies provided in Section 6. Neither party hereto shall be deemed in breach of this Agreement if the reason for non-compliance is due to a "force majeure" as defined in, and subject to the provisions of Section 8.10.

5.4 **Certificate of Agreements Compliance.** If, at the conclusion of an Annual Review or a Special Review, Developer is found to be in compliance with this Agreement, City shall, issue a Certificate of Agreement Compliance ("Certificate") to Developer stating that, after the most recent Annual Review or Special Review, and based upon the information known or made known to the City Manager and City Council: (1) this Agreement remains in effect and (2) Developer is in compliance. The Certificate, whether issued after an Annual Review or Special Review, shall be in recordable form and shall contain information necessary to communicate constructive record notice of the finding of compliance. Developer may record the Certificate with the County Recorder. Additionally, Developer may, at any time, request from the City a Certificate stating, in addition to the foregoing, which obligations under this Agreement have been fully satisfied with respect to the Site.

6. DEFAULT AND REMEDIES

6.1 Termination of Agreement.

6.1.1 *Termination of Agreement for Material Default of Developer.* City, in its discretion, may terminate this Agreement for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default" or "breach") after complying with the notice and cure period set forth in Subsection 5.3. In the event of a termination by City under this Section 6.1.1, Developer acknowledges and agrees that City will retain all Fees paid to City and accrued up to the date of the termination. However, this Section 6.1.1 shall have no effect on Developer's rights as set forth in section 4.1.

6.1.2 *Material Default of City.* Developer, in its discretion, may terminate or seek any other remedy it deems appropriate for any material failure of City to perform any material duty or obligation of City hereunder or to comply in good faith with the term of this Agreement; provided, however, Developer may seek such remedy pursuant to this Section only after following the procedure set forth in Section 5.3.

6.1.3 *Rights and Duties Following Termination.* After termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to (i) any obligations to have been performed prior to said termination, (ii) any default in the

performance of the provisions of this Agreement that occurred prior to said termination, (iii) Developer's obligation to remove the Digital Display pursuant to Section 4.1 or (iv) any continuing obligations to indemnify the other party.

7. INSURANCE, INDEMNIFICATION AND WAIVERS.

7.1 Insurance.

7.1.1 *Types of Insurance.*

(a) *Liability Insurance.* Beginning on the Effective Date hereof and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for the mutual benefit of City, as additional insured, and Developer, comprehensive broad form general liability insurance against claims and liabilities covered by the indemnification provisions of section 7.2. Developer has agreed to indemnify City hereunder to the extent of the liability insurance coverage with respect to its use, occupancy, disuse or condition of the Site, improvements or adjoining areas or ways, affected by such use of the Site or for property damage, providing protection of a least Two Million Dollars ($2,000,000) for bodily injury or death to any one person, at least Four Million Dollars ($4,000,000) for any one accident or occurrence, and at least One Million Dollars ($1,000,000) for property damage. Developer shall also furnish or cause to be furnished to City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same coverage required of Developer.

(b) *Worker's Compensation.* Developer shall also furnish (or cause to be furnished) to City evidence that Developer and any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder maintains and carries worker's compensation insurance as required by law.

(c) *Insurance Policy Form, Sufficiency, Content and Insurer.* All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A-". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the insurer waives the right of subrogation against City and against City's agents and representatives except as provided in this section; (ii). Developer shall furnish City with certificates evidencing the insurance and City shall be named as an additional insured on all liability policies of insurance required to be procured by the terms of this Agreement.

7.2.1 *Failure to Maintain Insurance and Proof of Compliance.* Developer shall deliver to City, in the same manner required for notices, copies of certificates of all insurance policies required of each policy within the following time limits:

(a) For insurance required above, within seven (7) days after issuance of the Final Permits; and

(b) The City can request to see updated copies of the current certificates of all insurance policies required. The City reserves the right to obtain copies of the entire insurance policy, including endorsements.

If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that the insurance has been procured and is in force and paid for, after complying with the requirements of Section 5.4, the City may view such failure or refusal as a default hereunder.

7.2 **Indemnification**

7.2.1 *General.* Developer shall indemnify City, and its respective officers, employees, and agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the work, operations, or activities of Developer, its agents, employees, subcontractors, or invitees, hereunder, upon the Site. The City will promptly notify the permittee of any such claim, action, or proceeding against City and will cooperate fully in the defense. To this end:

(a) Developer will defend any action or actions filed in connection with any of said claims or liabilities covered by the indemnification provisions herein and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith, which attorneys will be the attorneys hired by the insurance company where insurance coverage applies.

(b) Developer will promptly pay any judgment rendered against the City or its respective officers, agents, or employees for any such claims or liabilities arising out of or in connection with such work, operations, or activities of the Developer hereunder, and Developer agrees to save and hold the City and its respective officers, agents, and employees harmless therefrom.

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

7.2.3 *Additional Coverage.* Without limiting the generality of the foregoing, Developer's indemnity obligation shall include any liability arising by reason of:

(a) Any accident or other occurrence in or on the Site causing injury to any person or property whatsoever caused by Developer.

(b) Any failure of Developer to comply with performance of all of the provisions of this Agreement.

(c) Any harm, delays, injuries or other damages incurred by any party as a result of any subsurface conditions on the Site caused solely by Developer, including but not

limited to, the presence of buried debris, hazardous materials, hydrocarbons, or any form of soil contamination.

7.2.4 Loss and Damage. Except as set forth below, City shall not be liable for any damage to property of Developer or others located on the Site, nor for the loss of or damage to any property of Developer or others by theft or otherwise. Except as set forth below, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Site, or by any other cause of whatsoever nature. The foregoing two (2) sentences shall not apply: (i) to the extent City or its agents, employees, subcontractors, invitees or representatives cause such injury or damage when accessing the Site, (ii) to the extent covered in any permit to enter executed by the City, or (iii) to negligent or willful acts or omissions of the City, its employees, officials, representatives or agents.

7.2.5 *Period of Indemnification.* The obligations for indemnity under this Section 7.2 shall begin upon the Effective Date and shall survive termination of this Agreement, provided the actions or omissions subject to indemnification above shall have occurred prior to termination.

7.3 **Waiver of Subrogation.** Developer and City each agrees that it shall not make any claim against, or seek to recover from the other or its agents, servants, or employees, for any loss or damage to it or to any person or property relating to this Project, except as specifically provided hereunder which includes but is not limited to, a claim or liability arising from the sole negligence or willful misconduct of the City, its officers, agents, or employees.

8. MISCELLANEOUS PROVISIONS.

8.1 **Recordation of Agreement.** This Agreement shall be recorded with the County Recorder by the City Clerk within 10 days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

8.2 **Entire Agreement.** This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which 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.

8.3 **Severability.** If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main purpose of this Agreement, which is to allow the Project to be permitted and operated and to provide a public benefit to the City; otherwise, this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

8.4 **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. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

8.5 **Section Headings.** All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

8.6 **Singular and Plural.** As used herein, the singular of any word includes the plural.

8.7 **Time of Essence.** Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

8.8 **Waiver.** Failure of 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.

8.9 **No Third-Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit for the Parties, as well as their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

8.10 **Force Majeure.** Notwithstanding anything to the contrary herein, neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government actions and regulations (other than those of the City), court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of each such event, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years and further provided that if such delay is longer than six (6) months, Developer may terminate this Agreement upon written notice to City.

8.11 **Mutual Covenants.** The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance of the covenants to be performed hereunder by the benefited party.

8.12 **Counterparts.** This Agreement may be executed by the parties in duplicate counterparts, which counterparts shall be construed together and shall have the same effect as if all of the parties had executed one and the same instrument.

8.13 **Litigation.** Any action at law or in equity arising under this Agreement or brought by any 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, or such other appropriate court in said county. Service of process on City shall be made in accordance with California law. Service of process on Developer shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between City and Developer seeking enforcement of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party is entitled under this Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorneys' fees.

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

8.15 **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 activity, 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, on the one hand, and the holder of a legal or equitable interest in such property on the other hand. City agrees that by its approval of, and entering into, this Agreement, that it is not taking any action which would transform this private Project into a "public work" project, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private project into a public work project, it being understood that this Agreement is entered into by City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement which are incorporated into this Agreement and made a part hereof, and that City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement.

8.16 **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, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

8.17 **Eminent Domain.** No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain or Developer's right to seek and collect just compensation or any other remedy available to it.

8.18 **Amendments in Writing/Cooperation.** This Agreement may be amended only by written consent of both parties specifically approving the amendment and in accordance with the Government Code provisions for the amendment of development agreements. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Non-substantive amendments to the Development Approvals may be approved without amending this Agreement as provided in Section 3.5.

8.19 **Corporate Authority.** The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

8.20 **Notices.** All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested; and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing by providing notice to the other party:

To City:	City of Lynwood 11330 Bullis Road Lynwood, CA 90262 Attn: City Manager
With Copy to:	Alvarez-Glasman & Colvin 13181 Crossroads Parkway North, Suite 400 City of Industry, CA 91746 Attn: Noel Tapia, City Attorney
To Developer	Bulletin Display, LLC Official Land Lease Notice 3127 E. South Street, Suite B Long Beach, CA 90805 Attn: Mark A. Kudler

8.21 **Nonliability of City Officials.** No officer, official, member, employee, agent, or representatives of City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, or representative.

8.22 **No Brokers.** City and Developer represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

8.23 **No Amendment of Lease.** Nothing contained in this Agreement shall be deemed to amend or modify any of the terms or provisions of the Lease. Nothing contained in this Agreement shall constitute or be deemed to constitute a limit on any of Developer's obligations under the Lease.

8.24 **Counterparts.** This Agreement may be signed in any number of duplicate counterparts, each of which, when combined, shall constitute one and the same document.

(Signatures on Next Page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

"City"
CITY OF LYNWOOD

Date:_____

_____
Marisela Santana, Mayor

ATTEST:

_____
Maria Quinonez, City Clerk

APPROVED AS TO FORM

_____
Noel Tapia, City Attorney

"Developer"
BULLETIN DISPLAYS, LLC

Date:_____

_____
Its: Mark A. Kudler

[*Principle Signatures to be Notarized*]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

(See Following Page)

11350 Wright Rd. Lynwood, CA 90262; also known as Los Angeles County Assessor's No. 6194-031-007

LEGAL

THAT PORTION OF THE RANCHO SAN ANTONIO, BEING ALSO A PORTION OF THE C. H. WATTS LAND, IN THE CITY OF LYNWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5 PAGE(S) 351 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF WRIGHT ROAD, WITH THE NORTHERLY LINE OF NORTON ROAD, "NOW CENTURY BOULEVARD"; THENCE ALONG SAID EASTERLY LINE, NORTH 20 ° 10' 25" EAST 295.02 FEET TO THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN DEED TO WILLIAM R. QUINNEY, ET AL., RECORDED JANUARY 14, 1948 AS INSTRUMENT NO, 456 IN BOOK 26197, PAGE 380, OFFICIAL RECORDS OF SAID COUNTY; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 20 ° 10' 25" EAST 150 FEET TO THE NORTHWESTERLY CORNER OF SAID LAND OF QUINNEY, THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LAND OF QUINNEY, A DISTANCE OF 443.56 FEET; THENCE SOUTHERLY IN A DIRECT LINE TO A POINT IN THE SOUTHERLY LINE OF SAID LAND OF QUINNEY, EASTERLY THEREIN, A DISTANCE OF 475.46 FEET FROM THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY LINE NORTH 80 ° 36' 35" WEST 475.46 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, IN OR UNDER SAID LAND, LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, BUT WITHOUT THE RIGHT OF SURFACE ENTRY TO TAKE, MARKET MINE, EXPLORE OR DRILL FOR SAME AS RESERVED BY V.J. TOVATT, A MARRIED MAN AS TO AN UNDIVIDED 96.46 PER CENT INTEREST AND KAREN MARIE TOVATT, AN UNMARRIED WOMAN AS TO AN UNDIVIDED 3.54 PER CENT INTEREST IN DEED RECORDED MARCH 11, 1969 AS INSTRUMENT NO. 51, OFFICIAL RECORDS.

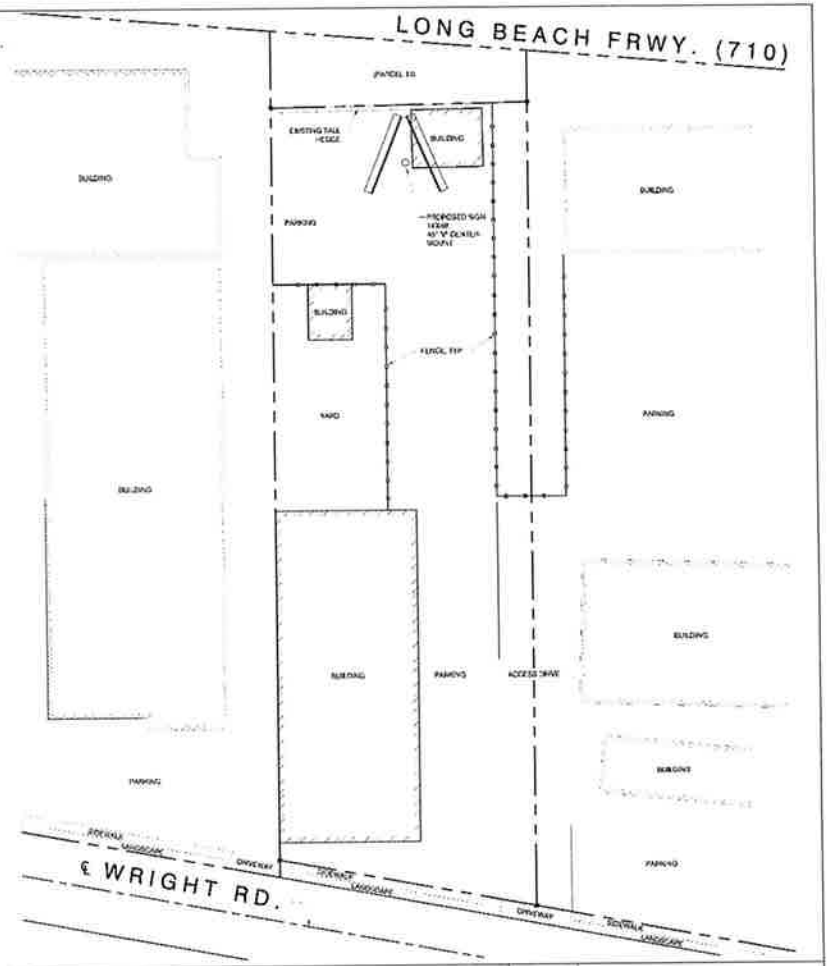
EXHIBIT B

SITE PLAN

(See Following Page)

Vicinity Map:
Not to Scale

Site Plan:
1" = 30'



Elevation Looking North:
1" = 10'

Project	Electrical	Proprietary Print & Design	Engineer	Contractor	Applicant
11350 Wright Rd., Lynwood, CA 90262 APN#: 6194-031-007 The configuration will be a 14' x 48' two sided "V" structure digital billboard and the height will be approx. 75' from the top of the sign to the apex of the freeway grade.	Proposed Electrical Load Schedule Drawings: A 2" schedule 80 sweep into 2" schedule 40 coming from existing panel that goes into a 2" schedule 80 sweep up the billboard column to a 200amp panel on the billboard column. The billboard requires single phase 120/240.	This print and design concept is the property of Bulletin Displays, LLC. Copyrighted 2020 by Bulletin Displays, LLC. This is the unpublished drawing created by Bulletin Displays, LLC. Any other use of this reproduction is prohibited without the written authorization from Bulletin Displays, LLC.	RMG Outdoor, Inc. 4425 North 24th St., Ste 200 Phoenix, AZ 85016 (602) 230-8634 * Fax (602) 230-9071 Engineer - John Weaver jweaver@rmg-online.com	CONTRACTOR UDCO DIVERSIFIED INC	OWNER BULLETIN DISPLAYS, LLC "Creative Outdoor Advertising"

Date			
Revisions	12-01-20	Drawn By	PH
	12-03-20	Approved By	MK
	01-24-22	Sheet No.	
		Scale	As Noted (24"x36" sheet)
		Drawing No.	

EXHIBIT C

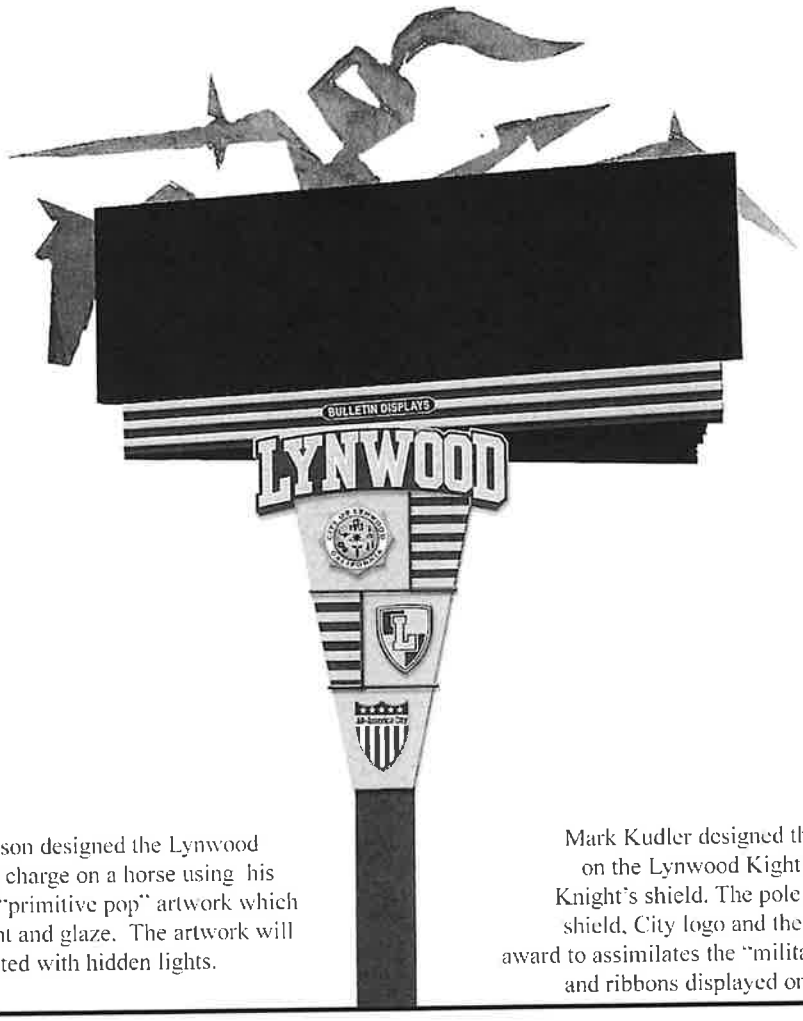
ELEVATIONS

(See Following Page)

City of Lynwood Landmark Message Center

(710) Freeway @ Martin Luther King Jr. Blvd @ 11350 Wright Rd.

(actual city approved concept may differ)



Rick Robinson designed the Lynwood Knight in a charge on a horse using his distinctive "primitive pop" artwork which he will paint and glaze. The artwork will be illuminated with hidden lights.

Mark Kudler designed the pole cover based on the Lynwood Kight's colors and on the Knight's shield. The pole cover also uses the shield, City logo and the All-American City award to assimilates the "military rack" of medals and ribbons displayed on military uniforms.

BULLETIN DISPLAYS, LLC
"CREATIVE OUTDOOR ADVERTISING"
3127 E. South St., Ste. B
Long Beach, CA 90805
(310) BULLETIN (285-5384)
(562) 470-6680 * Fax (562) 470-6686
BulletinDisplays.com

Display
14'x48' - Digital
Overall Height - Per City Code

This print and design concept is the property of Bulletin Displays, LLC. Copyrighted 2022 by Bulletin Displays, LLC. This is the unpublished drawing created by Mark A. Kudler for Bulletin Displays, LLC. Any other use of this reporduction is prohibited without the written authorization from Bulletin Displays, LLC.

EXHIBIT D

FORM FOR THE ANNUAL STATEMENT OF ANNUAL NET REVENUES

(See Following Page)

Form is an example and some descriptions can change

3:00 PM
01/26/23
Accrual Basis

Bulletin Displays LLC
City of Lynwood 7118 7119
January through December 2022

Not A Real Report

Type	Date	Num	Name	Product	Amount
Service					
7118 (DIGITAL Long Beach (710) Freeway, North Facing, W/L 500 North of Martin Luther King...					
Invoice	01/01/2022	1000	Agency A	Widgets 1	5,000.00
Invoice	02/01/2022	2000	Adveriser A	Widgets 2	4,000.00
Total 7118 (DIGITAL Long Beach (710) Freeway, North Facing, W/L 500 North of Martin Luther King...					9,000.00
7119 (DIGITAL Long Beach (710) Freeway, South Facing, W/L 500 North of Martin Luther King...					
Invoice	01/01/2022	3000	Agency B		3,500.00
Invoice	02/01/2022	4000	Advertiser B		4,500.00
Total 7119 (DIGITAL Long Beach (710) Freeway, South Facing, E/L 500 North of Martin Luther King...					8,000.00
Total Service					17,000.00
TOTAL					**17,000.00**

Advertising Agency & Brokerage Fees				
	04/01/2021	5000	Broker A	500.00
	05/01/2021	6000	Agency A	400.00
			Total Advertising Agency & Brokerage Fees	900.00

Alternative Fee	
Total Revenue	17,000.00
Less Advertising Agency & Brokerage Fees	900.00
Gross Revenue	16,100.00
Alternative Fees (10%)	1,449.00
Since $75,000 is greater than $1,449.00 than Total Due	75,000.00

RESOLUTION NO. 3445

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LYNWOOD FOR REVIEW AND RECOMMENDATION OF APPROVAL BY THE CITY COUNCIL OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LYNWOOD AND BULLETIN DISPLAYS, LLC FOR THE DEVELOPMENT OF A NEW BACK-TO-BACK DIGITAL BILLBOARD AT 11350 WRIGHT ROAD, LYNWOOD (ASSESSOR'S PARCEL NUMBER 6194-031-007)

WHEREAS, the Applicant, Bulletin Displays, LLC and ("Applicant") submitted a request to allow the installation and operation of a new, back-to-back digital billboard at 11350 Wright Road, Lynwood, Assessor's Parcel Number 6194-031-007 ("Subject Property"); and

WHEREAS, The Subject Property is zoned and maintains a Lynwood General Plan Land Use designation of Manufacturing; and

WHEREAS, the proposed billboard will be a total 80 foot tall (as measured from the base of the sign to the top of the 14-foot sign face), V-shaped, digital billboard consisting of a total sign area of 1,344 square feet (14' x 48' or 672 square feet per billboard sign face). The subject billboard is proposed to be supported by a single supporting post; and

WHEREAS, the use of this newer electronic billboard technology allows for image change instantaneously, with no special effects, video, flashing, or movement, limiting distraction to drivers on Interstate 710 Freeway corridor; and

WHEREAS, the Applicant has negotiated a Development Agreement (DA) and attached hereto as Exhibit "A". An approved Development Agreement between the City and the Applicant, Bulletin Displays, LLC, will offer the City the ability to extract improvements or benefits for the city that are not possible by way of a site plan review; and

WHEREAS, on April 12, 2022, the Planning Commission held a duly noticed and advertised public hearing to receive oral and written testimony related to the Development Agreement; and,

WHEREAS, the Planning Commission recommends the adoption the Bulletin Displays, LLC's billboard project's Mitigated Negative Declaration No. 2021-45 and Mitigation Monitoring Program; and

WHEREAS, pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15063 of the California Environmental Quality Act (CEQA) guidelines, the project completed an Initial Study review and a Mitigated

Negative Declaration (MND) completed pursuant to Section 15064(f)(2) of CEQA guidelines; and

WHEREAS, pursuant to the State CEQA Guidelines, a Mitigation Negative Declaration was published with State Clearing House and posted as required by state law from January 14, 2022 to February 15, 2022; and

WHEREAS, the Planning Commission recommends the adoption the Bulletin Displays, LLC's billboard project's Mitigated Negative Declaration No. 2021-45 and Mitigation Monitoring Program; and

WHEREAS, the Planning Commission recommends the adoption of Resolution No. 3444; and

WHEREAS, in accordance with the Lynwood Municipal Code Section 25-70-14, the Planning Commission will review and provide recommendation to City Council for Development Agreement approval consideration; and

WHEREAS, the Planning Commission, upon giving the required notice did, on the 29th day of March 2022, conduct a duly-advertised public hearing as prescribed by law to consider Site Plan Review No. 2021-45, Mitigated Negative Declaration No. 2021-45, and Development Agreement, at which time evidence, both oral and written, including a staff report were presented and received, and comments were heard from all interested parties appearing in the matter.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Lynwood as follows:

SECTION 1. The Lynwood Planning Commission hereby finds and determines as follows:

A. *That the proposed use is consistent with the General Plan;*

The subject site's Manufacturing Land Use designation as specified in the City of Lynwood General Plan and reflected upon the Lynwood Municipal Code by a corresponding Manufacturing (M) zone permits off-site outdoor advertising displays by Planning Commission review and final approval by the City Council. According to the Lynwood Municipal Code, the proposed use is permitted in both the industrial (manufacturing) and commercial zone categories. The City of Lynwood General Plan's Goal LU-2 requires the City plan for a range of commercial sites that serve the needs of the community. The proposed use serves the intent of this goal as the project provides a commercial service and public information vital to the public both nearby and in the general vicinity of the subject billboard. Besides offering commercially-based advertising and information, the billboard is required to display public service announcements that inform and make

the general public aware of public safety and other information beneficial to the public.

As such, based upon the above finding, the subject billboard is found to be consistent with the Lynwood General Plan.

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

The proposed billboard will not be materially detrimental to any adjacent uses, buildings, or structures in the immediate vicinity of the subject site due to safeguards set in-place by the conditions in Resolution No. 4345 and the project's associated DA. A lighting analysis was completed by Watchfire, a third-party company, that describing lighting levels that will emanate from the proposed billboard upon neighboring properties and passersby. The lighting study specifically concludes that the billboard's effects on the neighborhood will be an "almost undetectable difference in ambient light after installation of the digital led billboards." As such, this study confirms that the proposed billboard will not adversely affect or be materially detrimental to any adjacent building or structure as required by this finding. Furthermore, the proposed billboard will also comply with height and all development standards specified in the Lynwood Municipal Code.

The proposed use is further safeguarded by the fact that the approved project will be required to complete a City Building Division plan check review and pass a series of progressive inspections to complete the construction of the project. The Building Division review will ensure compliance with all Building Division Codes. The proposed billboard structure will also be reviewed by and require approval from the Los Angeles County Fire Department to further ensure compliance with all current fire protection codes. The applicant will be required to maintain the site free of graffiti as the Site Plan Review approval includes a condition that any graffiti placed within the control of the operator be abated within 24 hours its placement. The applicant will also be required to ensure that the site comply with local, State of California and Federal law related to outdoor advertising displays (billboards) further contributing to the preservation of a positive community image.

The recommended mitigation measures and conditions of approval adopted by the Planning Division, in conjunction with the safeguards described above, have been developed and are intended to mitigate any potential adverse impacts to the adjacent uses and ensure that all potential impacts do not result in any adverse effects or be materially detrimental to the adjacent uses, buildings, or structures.

C. *That the site for the proposed use is of adequate size and shape to accommodate the use and buildings proposed;*

The subject property is sufficient in size and shape to accommodate the conditionally permitted billboard. The site upon which the billboard will be installed consists of approximately 66,188 square feet or approximately 1.5 acres and is more than sufficient to accommodate the proposed billboard.

The proposed use and placement upon the relatively large manufacturing site is oriented to the I-710 in a manner that serve both residents and commuters within and outside the Lynwood community.

The subject site is well suited and appropriate for the development of the proposed billboard due to the heavy automobile traffic on along the I-710. As such, the proposed use is compatible with the surrounding uses, supports the existing character of the area, and serves the needs of those who live, work, and visit the area.

D. *That the proposed use complies with all applicable development standards of the zoning district; and*

The subject review by Planning Commission for consideration and recommendation of a back-to-back, digital billboard with two (2), 672 square feet individual billboard signage displays totaling 1,344 square feet will ensure compliance with all of Lynwood's applicable development standards. The proposed sign's height and length of each individual sign face is fourteen feet by forty-eight feet (14' x 48') and well within the maximum standards for this proposed use (Code limitation is 25' x 60'). The instant site plan review request being considered by the Planning Commission has been analyzed and staff has determined that the proposed use meets all applicable development standards established by the City's zoning code and the Manufacturing land use category. The project's imposed conditions of approval will ensure that the billboard will complement the existing, adjacent uses.

Based upon the supporting facts, a finding is confirmed in the positive that the proposed sign complies with all applicable development standards associated with site's underlying zoning and billboard display requirements.

E. *That the proposed use observes the spirit and intent of this zoning code;*

The project proposes to develop a billboard in observance with the spirit and intent of the Zoning Code and the requirements of Lynwood Municipal Code. The proposed new billboard will be consistent and in observance with all zoning code regulations. In addition to the project complies with all code-required aspects of the municipal code and the project will also include the creation of a source of public information also consistent with the goals and objectives of the Lynwood Zoning Code.

As such, the proposed use will result in a project that observes the spirit and intent of the City's zoning code.

SECTION 2. Based on the above recitals, the staff report accompanying this Resolution and public comment, the Planning Commission hereby finds the project to be consistent with the goals, policies, and objectives of the land use element, land use plan, and housing element of the City's general plan and that the proposed V-shaped digital display billboard will not adversely affect surrounding properties and adopts Resolution No. 3445, Mitigated Negative Declaration No. 2021-45, and the associated Development Agreement.

SECTION 3. The Lynwood Planning Commission hereby approves the project to allow a new 75 foot tall, V-shaped, digital billboard at 11350 Wright Road (Assessor's Parcel Numbers 6194-029-006) subject to the following conditions:

CONDITIONS OF APPROVAL

COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

1. The Project shall comply with all City of Lynwood Municipal Code, California Building Code, Los Angeles County Fire Code and applicable State of California and Federal regulations and shall comply with requirements of City of Lynwood Departments.

2. The Project shall comply with all mitigation measures contained in the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Plan adopted by the Planning Commission, which are incorporated herein as conditions of approval.

3. Development of the Project shall substantially conform to the Project depicted on the approved Site Plan and Elevations on file stamped May 10, 2022, unless otherwise amended by these Conditions of Approval. Any subsequent modification to the Project site or billboard shall first be reported to the Community Development Department, Planning Division for review.

4. Applicant shall install a sign with the City's name and the applicant shall cover all costs associated with this requirement.

5. Prior to Building Division receiving Plan Check submittal, the Applicant shall return to the Lynwood Planning Division to complete the final review and receive approval of Site Plan Review No. 2021-46. Some of the items that will be address include project asthetics, height and neighborhood compatibility.

6. Prior to scheduling a final inspection from the Building Division, the Applicant/Property Owner shall obtain final signatures from other Departments indicating compliance with all Conditions.

7. Approval of this Project shall be valid for one (1) year from the date of the approval and shall become null and void and of no effect whatsoever after that date, unless otherwise specified in the project's approved development agreement (DA).

8. The City has determined that City, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, expense, attorney fees, litigation expenses, court cost or any other cost arising out of or in any way related to the issuance of this Site Plan Review, or the activities conducted pursuant to this Site Plan Review. Accordingly, to the fullest extent permitted by law, **Bulletin Displays, LLC** and its representative(s), or its successors shall defend, indemnify and hold harmless the City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, regulatory proceedings, losses, expenses or cost of any kind, whether actual, alleged or threatened, including, but not limited to, actual attorney fees, litigation expenses and court costs of any kind without restriction or limitation, incurred in relation to, as a consequence of arising out of or in any way attributable to, actually, allegedly or impliedly, in whole or in part, the issuance of the Site Plan Review, or the activities conducted pursuant to this Site Plan Review. **Bulletin Displays, LLC**, and its representative(s), or its successors shall pay such obligations as they are incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.

9. Prior to commencement of construction activities, the Applicant shall submit for plan check and approval. Said plans shall be marked with the Project file number (Site Plan Review No. 2021-45) and shall contain Conditions of Approval printed on the plans.

10. All appeals must be brought within ten (10) business days of the date of the final action by the Planning Commission. An appeal will be scheduled for public hearing before the Lynwood City Council. Persons filing the appeal must submit an application and pay a fee of $1,385.00.

11. The Property Owner shall maintain a proactive approach to eliminate graffiti from structures, fences/walls, and accessory buildings and, on a daily basis, shall remove all graffiti within 24 hours of placement of graffiti.

12. Prior to commencement of Project excavation and construction, the Applicant shall submit evidence to Building and Safety Division that all contractors working on the Project site have a valid City of Lynwood business license.

13. Prior to issuance of a Building Permit, the Applicant shall remit the following Development Impact Fees, and any other required Fees to the City of Lynwood:

    - Art in Public Places Fee;

- Impact Fee;
- Drainage Fee;
- Plan Check Fee; and,
- School Fee.

14. Prior to submittal of building plans for plan check, the Applicant/Property Owner shall provide proof of LA County Fire Department approval (stamped plans).

15. The subject billboard shall be operated in a manner which does not create any unacceptable noise levels in violation of the Noise Ordinance or in violation of any other provisions of the Lynwood Municipal Code, state, or federal law. Any nuisances associated with the billboard must be abated immediately upon notice by the City.

16. The landscaping on-site must be kept and maintained in good condition at all times. All landscaped areas shall utilize drought-tolerant planting material.

17. Anything which is not shown on application/plans, or which is not specifically approved, or which is not in compliance with this section, is not approved. Any application and/or plans which are defective as to, but not limited to, omissions, dimensions, scale, use, colors, materials, encroachments, easements, etc., shall render any entitlements granted by this section nulls and void. Construction (if any) must cease until all requirements of this section are brought into compliance.

18. All conditions of approval must be met prior to building permit final inspection.

19. This project shall comply with the Conditions of Approval of Site Plan Review No. 2021-45.

20. The property owner/operator and on-site manager(s) shall comply with all applicable laws and conditions and shall properly manage the premises to discourage illegal, criminal, and/or nuisance activity on the subject premises and any accessory parking area which have been made available or are commonly utilized for patron parking.

21. Prior to issuance of any permits relative to this matter, a covenant acknowledging and agreeing to comply with all the terms and conditions established herein shall be recorded in the County Recorder's Office. The agreement shall run with the land and shall be binding on any subsequent owners, heirs or assigns. After recordation, a certified copy bearing the Recorder's number and date shall be provided to the Planning Division of the City of Lynwood for attachment to the subject case file.

22. <u>Tribal Cultural Resources Mitigation Measures</u>:

"GABRIELENO BAND OF MISSION INDIANS KIZH NATION - PROPOSED TCR MITIGATION MEASURES

T CR-1: Retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities

A. The project applicant/lead agency shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians Kizh Nation. The monitor shall be retained prior to the commencement of any "ground disturbing activity" for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or in connection with the project, such as public improvement work). "Ground disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.

B. A copy of the executed monitoring agreement shall be submitted to the lead agency prior to the earlier of the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity.

C. The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground- disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains and places of significance, etc., (collectively, tribal resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project applicant/lead agency upon written request to the Tribe.

D. On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh from a designated point of contact for the project applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Kizh TCRs.

E. Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Kizh monitor and/or Kizh archaeologist. The Kizh will recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including the educational, cultural and/or historic purposes.

T CR-2: Unanticipated Discovery of Human Remains and Associated Funerary Objects

A. Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute.

B. If Native American human remains and/or grave goods discovered or recognized on the project site, then all construction activities shall immediately cease. Health and Safety Code Section 7050.5 dictates that any discoveries of human skeletal material shall be immediately reported to the County Coroner and all ground-disturbing activities shall immediately halt and shall remain halted until the coroner has determined the nature of the remains. If the coroner recognizes the human remains to be those of a Native American or has reason to believe they are Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission, and Public Resources Code Section 5097.98 shall be followed.

C. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).

D. Construction activities may resume in other parts of the project site at a minimum of 200 feet away from discovered human remains and/or burial goods, if the Kizh determines in its sole discretion that resuming construction activities at that distance is acceptable and provides the project manager express consent of that determination (along with any other mitigation measures the Kizh monitor and/or archaeologist deems necessary). (CEQA Guidelines Section 15064.5(f).)

E. Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods. Any historic archaeological material that is not Native American in origin (non-TCR) shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes.

F. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.

T CR-3: Procedures for Burials and Funerary Remains:

A. As the Most Likely Descendent ("MLD"), Koo-nas-gna Burial Policy shall be implemented. To the Tribe, the term "human remains" encompasses more than human bones. In ancient as well as historic times, Tribal Traditions included, but were not limited to, the preparation of the soil for burial, the burial of funerary objects with the deceased, and the ceremonial burning of human remains.
B. If the discovery of human remains includes four or more burials, the discovery location shall be treated as a cemetery and a separate treatment plan shall be created.
C. The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact. Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects. Cremations will either be removed in bulk or by means as necessary to ensure complete recovery of all sacred materials.
D. In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. If this type of steel plate is not available, a 24-hour guard should be posted outside of working hours. The Tribe will make every effort to recommend diverting the project and keeping the remains in situ and protected. If the project cannot be diverted, it may be determined that burials will be removed.
E. In the event preservation in place is not possible despite good faith efforts by the project applicant/developer and/or landowner, before ground-disturbing activities may resume on the project site, the landowner shall arrange a designated site location within the footprint of the project for the respectful reburial of the human remains and/or ceremonial objects.
F. Each occurrence of human remains and associated funerary objects will be stored using opaque cloth bags. All human remains, funerary objects, sacred objects and objects of cultural patrimony will be removed to a secure container on site if possible. These items should be retained and reburied within six months of recovery. The site of reburial/repatriation shall be on the project site but at a location agreed upon between the Tribe and the landowner at a site to be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered.
G. The Tribe will work closely with the project's qualified archaeologist to ensure that the excavation is treated carefully, ethically and respectfully. If data recovery is approved by the Tribe, documentation shall be prepared and shall include (at a minimum) detailed descriptive notes and sketches. All data recovery data recovery-related forms of documentation shall be approved in advance by the Tribe. If any data recovery is performed, once complete, a final report shall be submitted to the Tribe and the NAHC. The Tribe does NOT authorize any scientific study or the utilization of any invasive and/or destructive diagnostics on human remains.

23. The billboard shall be included as part of a development agreement, lease agreement or other agreement with the city or its related agencies, including but not limited to the Lynwood parking authority ("related agencies"), and the agreement contains performance, one-time fee, public benefits, or ongoing revenue provisions that allow the city or related agencies to undertake projects, programs, or other activities that improve the visual environment. This requirement shall be completed to the satisfaction of the City Council.

24. The billboard shall be placed within six hundred sixty feet (660') from the edge of the I-710 Freeway right-of-way or as may be approved in a development agreement, lease or license per subsection A12 of this section, subject to applicable provisions of Business and Professions Code section 5200 et seq. The project's site plan shall be revise to include the linear distance in feet and inches from the proposed billboard to the adjacent I-710 Freeway.

25. No billboard shall be placed within five hundred feet (500') from another billboard on the same side of any portion of a freeway, except as may be approved in a development agreement, lease or license per subsection A12 of this section.

26. The advertising structure shall not exceed the minimum height necessary to provide one thousand feet (1,000') of unobstructed visibility from the main traveled way to each sign face on the proposed advertising structure. The minimum height shall be measured above the adjacent freeway grade, or if on a commercial corridor, from ground level.

27. The subject project's individual sign face is 672 square feet and a total of 1,344 square feet for both sign faces. Further, the proposed height and length of each individual sign face is fourteen feet by forty-eight feet (14' x 48'). Per Lynwood Municipal Code, no advertising structure shall have a sign face that exceeds one thousand two hundred (1,200) square feet in area with a maximum height of twenty-five feet (25') and maximum length of sixty feet (60'), including border and trim and extensions, and excluding base or apron supports and other structural members. This subsection shall apply to each sign face on an outdoor advertising structure. The area shall be measured by the smallest square, rectangle, triangle, circle, or combination thereof, which will encompass the entire advertisement and is made based on the height and the length but not the depth of the advertising copy.

28. No billboard may be placed that is so illuminated or contains a digital display that it interferes with the effectiveness of or obscures any official traffic sign, device, or signal or violates any applicable law; nor shall any advertising display include any digital display or be illuminated in a manner that includes flashing, intermittent, or moving lights as further prohibited by the provisions of the Business and Professions Code; nor shall any advertising display cause beams or rays of light to be directed at the traveled ways if the light is of an intensity or brilliance as to cause glare or to impair the vision of any driver, or to interfere with any driver's operation of a motor

vehicle. The project shall comply with the Lighting Analysis completed by Watchfire dated January 17, 2022.

29. The illuminated advertising display associated with the billboard shall not impair the vision of travelers on any adjacent highway, including the freeway or commercial corridor. Illumination shall be considered vision impairing when its brilliance exceeds the values set forth in section 21466.5 of the California Vehicle Code, or any successor statute or Caltrans regulation. The city further reserves the right to impose a more restrictive illumination standard in light of ambient lighting in the area of any billboard.

30. No billboard shall be placed or maintained in violation of the outdoor advertising act, chapter 2 (commencing with section 5200) of division 3 of the California Business and Professions Code, or any other applicable state, federal, or local law.

31. The project shall comply with State law regarding the limitation of light or glare or such other standards as adopted by the Federal Highway Beautification Act and the State's Outdoor Advertising Act.

32. The project shall not exceed 0.3 foot-candles limitation over ambient light levels and include an automatic diming capability.

33. Each billboard message shall be displayed for at least eight (8) seconds.

34. The general sign requirements set forth in the Business and Professions Code shall apply to the subject project's plans, materials utilized, design, construction, street address number(s) issued, identification and maintenance.

35. No person shall install a billboard structure without first having secured a building permit.

36. Where any standard imposed by a negotiated development agreement, lease or license differs from the general standards set forth in the Lynwood Municipal Code, the standards imposed by the development agreement, lease or license shall apply over the general standards as a matter of public interest.

37. The city council may impose, or the planning commission upon city council referral may recommend, additional conditions as are reasonably necessary to ensure the development is consistent with the general plan, compatible with surrounding land use, meets the provisions and intent of this zoning code, minimizes potential traffic hazards, and otherwise protects the public health, safety and welfare. In making such determinations, findings shall be made that the proposed use is in general accord with the principles and standards set forth in Lynwood Municipal Code section 25-130-5 or as such standards may be modified for development agreements, leases or licenses per section 25-70-14-A,12 of this section.

COMMUNITY DEVELOPMENT DEPARTMENT – BUILDING & SAFETY DIVISION

38. All construction shall meet or exceed the minimum building standards that are referenced in the following:

    - The California Building Code - 2019 edition;
    - The California Plumbing Code - 2019 edition;
    - The California Mechanical Code - 2019 edition;
    - The Los Angeles County Fire Code - 2019 edition;
    - The National Electric Code - 2019 edition.

    In cases where the provisions of the California Building Code, the City of Lynwood Municipal Code, or the plans or specifications in these plans may conflict, the more restrictive provisions shall govern.

39. Applicant/property owner must provide a copy of the permit card signed by all departments prior to scheduling a final inspection.

DEPARTMENT OF PUBLIC WORKS

40. The project shall be reviewed and approved by the City of Lynwood's Public Works, Engineering Department. If you have any questions you may contact either Public Works at (310) 603-0220, extensions 801 and/or 810.

41. No final sign off shall be given until all conditions of approval from the Public Works Department have been completed and signed.

COUNTY OF LOS ANGELES FIRE DEPARTMENT

42. Submittals to the County of Los Angeles Fire Department Fire Prevention Land Development Unit shall be submitted through EPIC - Los Angeles County. The submittal should be done by the applicant, creating an account and opening a case. They should add the city planner as a contact so you can log in and view the activity on the file.

    If the applicant needs assistance with epicla.lacounty.gov they can contact the Land Development Unit Clerk, Tony Le at (323) 890-4243.

    County of Los Angeles Fire Department
    Fire Prevention Engineering Section
    Building Plan Check Office
    5823 Rickenbacker Road
    Commerce, CA 90040
    (323) 890-4125

SECTION 4. If any section, subsection, clause or phrase of this Resolution is for any reason, held to be unconstitutional, or otherwise invalid, such decision shall not affect the validity of the remaining sections of this Resolution. The Planning Commission hereby finds that it would have passed this Resolution and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more other sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 5. The Planning Commission, on the basis of the whole record before it, including the Initial Study, the Mitigated Negative Declaration, and public comments received thereto, finds that there is no substantial evidence that the approval of the Project will have a significant effect on the environment. The Planning Commission further finds that the Mitigated Negative Declaration reflects the independent judgment and analysis of the Planning Commission for the Project.

SECTION 6. This Resolution contain the Development Agreement as Exhibit "A" outlining the project's Condition of Approval that must be adhered to.

SECTION 7. This Resolution is the result of an action taken by the Planning Commission on May 10, 2022, by the following vote:

YES:
NO:
ABSENT:
ABSTAIN:

SECTION 8. The Secretary shall certify to the adoption of this Resolution and shall transmit copies of same to the applicant and the Lynwood City Clerk.

PASSED, APPROVED AND ADOPTED this 10th day of May 2022

_____
Ken West, Vice-Chairperson

APPROVED AS TO FORM

_____
John W. Lam
Office of the City Attorney

APPROVED AT TO CONTENT

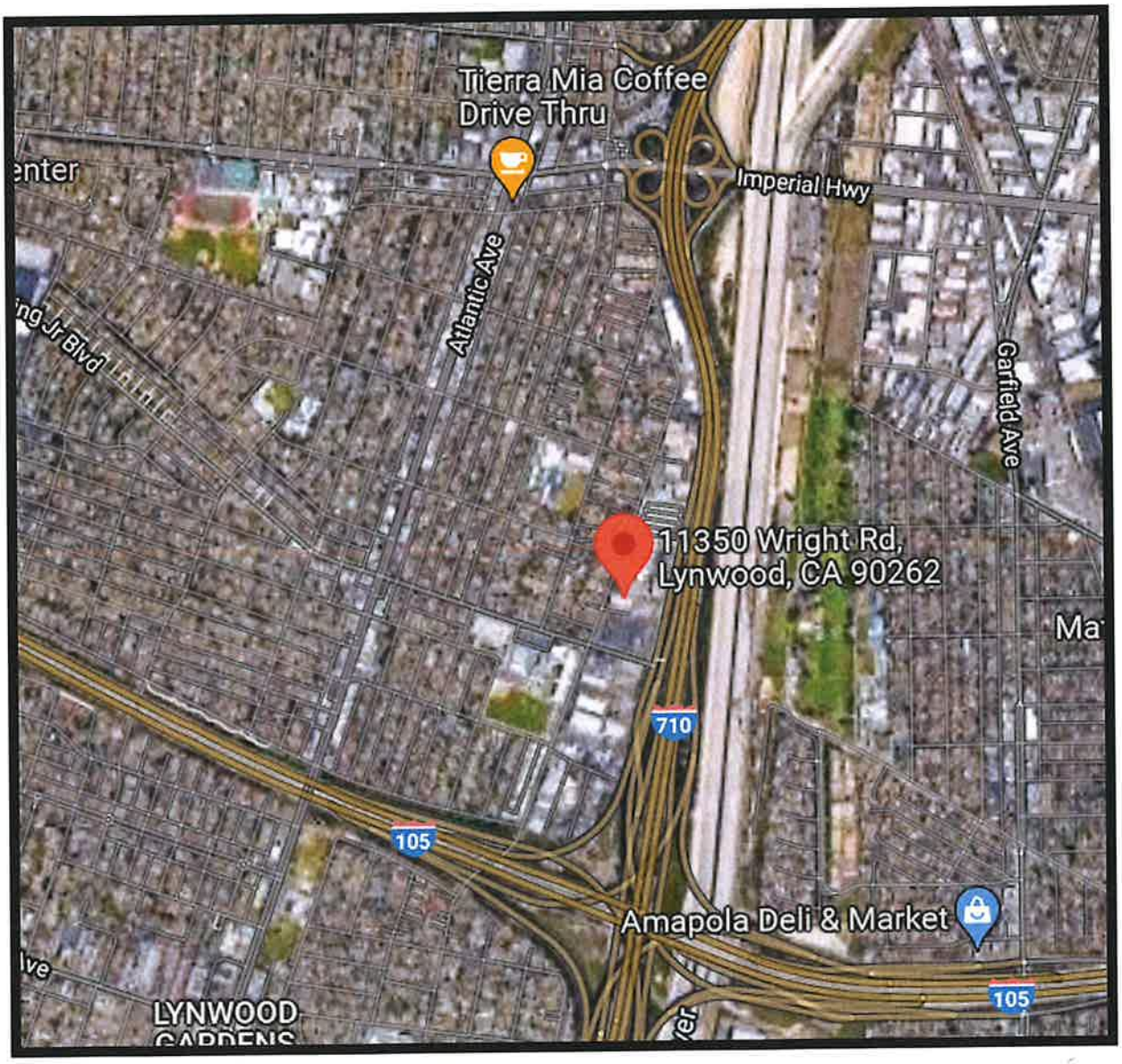
_____
John Yonai
Interim Director of Community Development

ATTACHMENT B
RESOLUTION NO. 3445

Project Location: 11350 Wright Road

ATTACHMENT C
LOCATION MAP

Project Location: 11350 Wright Road



ATTACHMENT D
AERIAL MAP

Project Location: 11350 Wright Road

ATTACHMENT E
MITIGATED NEGATIVE DECLARATION NO. 2021-45

Project Location: 11350 Wright Road

CITY OF LYNWOOD
COMMUNITY DEVELOPMENT DEPARTMENT, PLANNING DIVISION
LYNWOOD CITY HALL

LYNWOOD, CALIFORNIA 90262
CALIFORNIA ENVIRONMENTAL
QUALITY ACT

PROPOSED MITIGATED NEGATIVE DECLARATION

LEAD CITY AGENCY City of Lynwood	**SPECIFIC PLAN OR SPECIAL DISTRICT** N/A
PROJECT TITLE EA-2021-45	**CASE NO.** Site Plan Review No. 2021-45

PROJECT LOCATION
11350 Wright Road, Lynwood, CA 90262

PROJECT DESCRIPTION

Site Plan Review No. 2021-45, draft Mitigated Negative Declaration No. 2021-45 and a Development Agreement for the construction of a proposed a new, 75-foot tall (from the top of the sign to the apex of the freeway grade), V-structure, digital billboard with a sign face of 14' x 48' (per sign face) on a single supporting post adjacent to and immediately west of the Interstate 710 Freeway Corridor. The subject site is zoned (M) Manufacturing.and consists of 66,188 square feet (1.52 acres).

NAME AND ADDRESS OF APPLICANT IF OTHER THAN CITY AGENCY
Bulletin Displays, LLC
3127 E. South Street, Suite B
Long Beach, CA 90805

FINDING:
The City of Lynwood proposes to adopt an IS/MND for the above-referenced project. The IS/MND is based on the finding that the project COULD NOT have a significant effect on the environment. The reasons to support such a finding are documented in the Initial Study prepared by the City. (CONTINUED ON PAGE 2)

SEE ATTACHED SHEET(S) FOR ANY MITIGATION MEASURES IMPOSED.

Any written comments received during the public review period are attached together with the response of the Lead City Agency. The project decision-maker may adopt the mitigated negative declaration, amend it, or require mitigation or the preparation of an EIR. Any changes made should be supported by substantial evidence in the record and appropriate findings made.

THE INITIAL STUDY PREPARED FOR THIS PROJECT IS ATTACHED.

NAME OF PERSON PREPARING THIS FORM	**TITLE**	**TELEPHONE NUMBER**
Alfredo Perez	Planning Associate	(310) 603-0220 x249

ADDRESS	**SIGNATURE (Official)**	**DATE**
11330 Bullis Road Lynwood, CA 90262		01-14-2022

I-120. Aesthetics (Light)

- Environmental impacts to the adjacent public right-of-ways may result due to excessive illumination on the project site. However, the potential impacts will be mitigated to a less than significant level by the following measure:
- The billboard shall be designed and installed with light intensity as described October 26, 2021 lighting analysis wherein the light source will be reduced to less than significant level due ambient light sources in the vicinity of the project site.

I-130. Aesthetics (Glare)

- Environmental impacts to adjacent public right-of-ways may result from glare from the proposed project. However, the potential impacts will be mitigated to a less than significant level by the following measure:
- The exterior of the proposed structures shall be constructed of materials such as, but not limited to, high-performance and/or non-reflective materials to minimize glare and reflected heat.

III-10. Air Pollution (Demolition, Grading, and Construction Activities)

- All unpaved demolition and construction areas shall be wetted at least twice daily during excavation and construction, and temporary dust covers shall be used to reduce dust emissions and meet SCAQMD District Rule 403. Wetting could reduce fugitive dust by as much as 50 percent.
- The construction area shall be kept sufficiently dampened to control dust caused by grading and hauling, and at all times provide reasonable control of dust caused by wind.
- All clearing, earth moving, or excavation activities shall be discontinued during periods of high winds (i.e., greater than 15 mph), so as to prevent excessive amounts of dust.
- All dirt/soil loads shall be secured by trimming, watering or other appropriate means to prevent spillage and dust.
- All dirt/soil materials transported off-site shall be either sufficiently watered or securely covered to prevent excessive amount of dust.
  General contractors shall maintain and operate construction equipment so as to minimize exhaust emissions. Trucks having no current hauling activity shall not idle but be turned off.

VIII-10. Green House Gas Emissions

- The project will result in impacts resulting in increased green house gas emissions; however, the impact can be reduced to a less than significant level though compliance with the following measure(s):
- Only low- and non-VOC-containing paints, sealants, adhesives, and solvents shall be utilized in the construction of the project.

XIII-20. Increased Noise Levels (Demolition, Grading, and Construction Activities)

- The project shall comply with all applicable City of Lynwood Municipal Codes associated noise and any subsequent resolutions, which prohibit the emission or creation of noise beyond certain levels at adjacent uses unless technically infeasible.
  Construction and demolition shall be restricted to the hours of 7:00 am to 6:00 pm Monday through Friday, and 8:00 am to 6:00 pm on Saturday.
  Demolition and construction activities shall be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels.
  The project contractor shall use power construction equipment with state-of-the-art noise shielding and muffling devices.

XVIII Tribal Cultural Resources (GABRIELENO BAND OF MISSION INDIANS – KIZH NATION - PROPOSED TCR MITIGATION MEASURES)

TCR-1: Retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities

A. The project applicant/lead agency shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation. The monitor shall be retained prior to the commencement of any "ground-disturbing activity" for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project, such as public improvement work). "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.

B. A copy of the executed monitoring agreement shall be submitted to the lead agency prior to the earlier of the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity.

C. The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project applicant/lead agency upon written request to the Tribe.

D. On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh from a designated point of contact for the project applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Kizh TCRs.

E. Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Kizh monitor and/or Kizh archaeologist. The Kizh will recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural and/or historic purposes.

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A. Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute.

B. If Native American human remains and/or grave goods discovered or recognized on the project site, then all construction activities shall immediately cease. Health and Safety Code Section 7050.5 dictates that any discoveries of human skeletal material shall be immediately reported to the County Coroner and all ground-disturbing activities shall immediately halt and shall remain halted until the coroner has determined the nature of the remains. If the coroner recognizes the human remains to be those of a Native American or has reason to believe they are Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission, and Public Resources Code Section 5097.98 shall be followed.

C. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).

D. Construction activities may resume in other parts of the project site at a minimum of 200 feet away from discovered human remains and/or burial goods, if the Kizh determines in its sole discretion that resuming construction activities at that distance is acceptable and provides the project manager express consent of that determination (along

with any other mitigation measures the Kizh monitor and/or archaeologist deems necessary). (CEQA Guidelines Section 15064.5(f).)

E. Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods. Any historic archaeological material that is not Native American in origin (non-TCR) shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes.

F. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.

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A. As the Most Likely Descendant ("MLD"), the Koo-nas-gna Burial Policy shall be implemented. To the Tribe, the term "human remains" encompasses more than human bones. In ancient as well as historic times, Tribal Traditions included, but were not limited to, the preparation of the soil for burial, the burial of funerary objects with the deceased, and the ceremonial burning of human remains.

B. If the discovery of human remains includes four or more burials, the discovery location shall be treated as a cemetery and a separate treatment plan shall be created.

C. The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact. Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects. Cremations will either be removed in bulk or by means as necessary to ensure complete recovery of all sacred materials.

D. In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. If this type of steel plate is not available, a 24-hour guard should be posted outside of working hours. The Tribe will make every effort to recommend diverting the project and keeping the remains in situ and protected. If the project cannot be diverted, it may be determined that burials will be removed.

E. In the event preservation in place is not possible despite good faith efforts by the project applicant/developer and/ or landowner, before ground-disturbing activities may resume on the project site, the landowner shall arrange a designated site location within the footprint of the project for the respectful reburial of the human remains and/or ceremonial objects.

F. Each occurrence of human remains and associated funerary objects will be stored using opaque cloth bags. All human remains, funerary objects, sacred objects and objects of cultural patrimony will be removed to a secure container on site if possible. These items should be retained and reburied within six months of recovery. The site of reburial/ repatriation shall be on the project site but at a location agreed upon between the Tribe and the landowner at a site to be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered.

G. The Tribe will work closely with the project's qualified archaeologist to ensure that the excavation is treated carefully, ethically and respectfully. If data recovery is approved by the Tribe, documentation shall be prepared and shall include (at a minimum) detailed descriptive notes and sketches. All data recovery data recovery-related forms of documentation shall be approved in advance by the Tribe. If any data recovery is performed, once complete, a final report shall be submitted to the Tribe and the NAHC. The Tribe does NOT authorize any scientific study or the utilization of any invasive and/or destructive diagnostics on human remains.

PLEASE NOTE THE FOLLOWING:

Any/all revisions to the Kizh's proposed TCR mitigations set forth above must be requested in writing, and not more than ten (10) calendar days from the date that we consulted on the subject Project. Requested revisions shall be delivered to the Kizh via email at admin@gabrielenoindians.org, and in a Word document, redline format. Please include as the email subject: "REQUEST FOR MITIGATION REVISIONS," and identify the project name and location/address. If revisions are not requested within 10 calendar days of consultation, the Kizh's proposed mitigations are presumed accepted as proposed (i.e., as set forth above).

CITY OF LYNWOOD

OFFICE OF THE CITY CLERK
ROOM 395, CITY HALL
LYNWOOD, CALIFORNIA 90012

CALIFORNIA ENVIRONMENTAL QUALITY ACT

INITIAL STUDY
and CHECKLIST

(CEQA Guidelines Section 15063)

LEAD CITY AGENCY: City of Lynwood	**SPECIFIC PLAN OR SPECIAL DISTRICT:** N/A	**DATE:** 01-14-2022
RESPONSIBLE AGENCIES: Lynwood Planning Division		
ENVIRONMENTAL CASE: EA No. 2021-45	**RELATED CASES:** Site Plan Review No. 2021-45	
PREVIOUS ACTIONS CASE NO.: N/A	☐ Does have significant changes from previous actions. ✓ Does NOT have significant changes from previous actions.	

PROJECT DESCRIPTION:
80-FOOT TALL, TWO-SIDED (BACK-TO-BACK) DIGITAL BILLBOARD WITH A SIGN FACE OF 14' x 48' (PER SIGN FACE)

ENV PROJECT DESCRIPTION:

Site Plan Review No. 2021-45, draft Mitigated Negative Declaration No. 2021-45 and a Development Agreement for the construction of a proposed a new, 75-foot tall (from the top of the sign to the apex of the freeway grade), V-structure, digital billboard with a sign face of 14' x 48' (per sign face) on a single supporting post adjacent to and immediately west of the Interstate 710 Freeway Corridor. The subject site is zoned (M) Manufacturing.and consists of 66,188 square feet (1.52 acres).

ENVIRONMENTAL SETTINGS:
The project site is a 66,188 square foot (1.52 acres) site comprised of one-(1) lot within the City of Lynwood. The entire site is zoned "Manufacturing" per the Lynwood Municipal Code, a "Manufacturing" general plan designation, and frontage on east side of Wright Road.

The project site will occupy a relatively small portion of the site for billboard development purposes on a larger site occupied by a 1,280 square foot structure (according to Los Angeles County Assessor's records) operating commercial uses fronting the east side of Wright Road west of and immediately adjacent to the Long Beach Freeway (710) Freeway. Wright Road is a two-(2) lane roadway and designated as a "Collector Street" according the City of Lynwood's General Plan, fully improved with pavement, curbs, gutters, sidewalks.

Surrounding uses consist of industrial and residential uses. The adjoining property to the north and south are zoned Manufacturing and consists of industrial uses; furthermore, to the west across Wright Road land zoned R-3 consisting of single- and multi-family uses; and, to the east, the Interstate 710 Long Beach Freeway.

PROJECT LOCATION: 11104-06 Wright Road, Lynwood, CA 90262		
LYNWOOD SPECIFIC PLAN AREAS: N/A **STATUS:** ✔ Does Conform to Plan ☐ Does NOT Conform to Plan	**PLANNING COMMISSION:** CITY-WIDE	
EXISTING ZONING: "M" - MANUFACTURING	**MAX. DENSITY/INTENSITY ALLOWED BY ZONING:** N/A – NOT A RESIDENTIAL PROJECT	**River Adjacent:** NO
GENERAL PLAN LAND USE: MANUFACTURING	**MAX. DENSITY/INTENSITY ALLOWED BY PLAN DESIGNATION:** N/A – NOT A RESIDENTIAL PROJECT	
	PROPOSED PROJECT DENSITY: N/A	

Determination (To Be Completed By 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 on the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find 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 earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or MITIGATED NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or MITIGATED NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

	Director of Community Development	**(310) 603-0220**
Signature	Title	Phone

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 that significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
4. "Mitigated Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of a mitigation measure has reduced an effect from "Potentially Significant Impact" to "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 mitigated 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 sources 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.

Environmental Factors Potentially Affected:

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

✓ AESTHETICS	✓ GREEN HOUSE GAS EMISSIONS	☐ PUBLIC SERVICES
☐ AGRICULTURE AND FOREST RESOURCES	☐ HAZARDS AND HAZARDOUS MATERIALS	☐ RECREATION
✓ AIR QUALITY	☐ HYDROLOGY AND WATER QUALITY	☐ TRANSPORTATION
☐ BIOLOGICAL RESOURCES	☐ LAND USE AND PLANNING	✓ TRIBAL CULTURAL RESOURCES
☐ CULTURAL RESOURCES	☐ MINERAL RESOURCES	☐ UTILITIES AND SERVICE SYSTEMS
☐ ENERGY	✓ NOISE	☐ WILDFIRE
☐ GEOLOGY AND SOILS	☐ POPULATION AND HOUSING	☐ MANDATORY FINDINGS OF SIGNIFICANCE

INITIAL STUDY CHECKLIST (To be completed by the Lead City Agency)

Background

PROPONENT NAME:
Bulletin Displays, LLC

PHONE NUMBER:
(562) 470-6680

APPLICANT ADDRESS:
3127 E. South Street, Suite B
Long Beach, CA 90805

AGENCY REQUIRING CHECKLIST:
City of Lynwood Planning Division

PROPOSAL NAME (if Applicable):

DATE SUBMITTED:
01/14/2022

		Potentially significant impact	Potentially significant unless mitigation incorporated	Less than significant impact	No impact
I. AESTHETICS – Except as provided in Public Resources Code Section 21099, would the project:					
a.	Have a substantial adverse effect on a scenic vista?			✓	
b.	Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?			✓	
c.	In nonurbanized 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?			✓	
d.	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?		✓		
II. AGRICULTURE AND FOREST RESOURCES – In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:					
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 nonagricultural use?				✓
b.	Conflict with existing zoning for agricultural use, or a Williamson Act contract?				✓
c.	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code 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))?				✓
d.	Result in the loss of forest land or conversion of forest land to non-forest use?				✓
e.	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				✓
III. AIR QUALITY – Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:					
a.	Conflict with or obstruct implementation of the applicable air quality plan?				✓
b.	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?		✓		
c.	Expose sensitive receptors to substantial pollutant concentrations?		✓		
d.	Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?			✓	
IV. BIOLOGICAL RESOURCES – Would the project:					
a.	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				✓
b.	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?				✓
c.	Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				✓
d.	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				✓
e.	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				✓

		Potentially significant impact	Potentially significant unless mitigation incorporated	Less than significant impact	No impact
f.	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				✓
V. CULTURAL RESOURCES – Would the project:					
a.	Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?				✓
b.	Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?			✓	
c.	Disturb any human remains, including those interred outside of formal cemeteries?			✓	
VI. ENERGY – Would the project:					
a.	Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			✓	
b.	Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?				✓
VII. GEOLOGY AND SOILS – Would the project:					
a.	Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:			✓	
	i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			✓	
	ii) Strong seismic ground shaking?			✓	
	iii) Seismic-related ground failure, including liquefaction?			✓	
	iv) Landslides?				✓
b.	Result in substantial soil erosion or the loss of topsoil?				✓
c.	Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			✓	
d.	Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?			✓	
e.	Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				✓
f.	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				✓
VIII. GREEN HOUSE GAS EMISSIONS – Would the project:					
a.	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?		✓		
b.	Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			✓	
IX. HAZARDS AND HAZARDOUS MATERIALS – Would the project:					
a.	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				✓
b.	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			✓	
c.	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				✓
d.	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			✓	

		Potentially significant impact	Potentially significant unless mitigation incorporated	Less than significant impact	No impact
e.	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?				✓
f.	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				✓
g.	Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?				✓
X. HYDROLOGY AND WATER QUALITY – Would the project:					
a.	Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?			✓	
b.	Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?				✓
c.	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				✓
	i) result in a substantial erosion or siltation on- or off-site;				✓
	ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;				✓
	iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or				✓
	iv) impede or redirect flood flows?				✓
d.	In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?				✓
e.	Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?				✓
XI. LAND USE AND PLANNING – Would the project:					
a.	Physically divide an established community?				✓
b.	Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?			✓	
XII. MINERAL RESOURCES – Would the project:					
a.	Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				✓
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?				✓
XIII. NOISE – Would the project:					
a.	Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		✓		
b.	Generation of excessive groundborne vibration or groundborne noise levels?		✓		
c.	For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				✓
XIV. POPULATION AND HOUSING – Would the project:					
a.	Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				✓
b.	Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				✓

		Potentially significant impact	Potentially significant unless mitigation incorporated	Less than significant impact	No impact
XV. PUBLIC SERVICES – Would the project:					
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?				✓
	Police protection?				✓
	Schools?				✓
	Parks?				✓
	Other public facilities?				✓
XVI. RECREATION					
a.	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				✓
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?				✓
XVII. TRANSPORTATION – Would the project:					
a.	Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?				✓
b.	Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?				✓
c.	Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				✓
d.	Result in inadequate emergency access?				✓
XVIII. TRIBAL CULTURAL RESOURCES – Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code § 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:					
	i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or		✓		
	ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code § 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code § 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.		✓		
XIX. UTILITIES & SERVICE SYSTEMS – Would the project:					
a.	Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?				✓
b.	Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?				✓
c.	Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				✓
d.	Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?				✓
e.	) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?				✓
XX. WILDFIRE – 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?				✓

		Potentially significant impact	Potentially significant unless mitigation incorporated	Less than significant impact	No impact
b.	Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				✓
c.	Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				✓
d.	Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				✓
XXI. MANDATORY FINDINGS OF SIGNIFICANCE					
a.	Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				✓
b.	Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)?			✓	
c.	Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			✓	

Note: Authority cited: Sections 21083, 21083.05, Public Resources Code. Reference: Section 65088.4, Gov. Code; Sections 21080, 21083.05, 21095, Pub. Resources Code; *Eureka Citizens for Responsible Govt. v. City of Eureka* (2007) 147 Cal.App.4th 357; *Protect the Historic Amador Waterways v. Amador Water Agency* (2004) 116 Cal.App.4th at 1109; *San Franciscans Upholding the Downtown Plan v. City and County of San Francisco* (2002) 102 Cal.App.4th 656.

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

The Environmental Impact Assessment includes the use of official City of Lynwood and other government source reference materials related to various environmental impact categories (e.g., Hydrology, Air Quality, Biology, Cultural Resources, etc.). The State of California, Department of Conservation, Division of Mines and Geology - Seismic Hazard Maps and reports, are used to identify potential future significant seismic events; including probable magnitudes, liquefaction, and landslide hazards. Based on applicant information provided in the Master Land Use Application and Environmental Assessment Form, impact evaluations were based on stated facts contained therein, including but not limited to, reference materials indicated above, field investigation of the project site, and any other reliable reference materials known at the time.

Project specific impacts were evaluated based on all relevant facts indicated in the Environmental Assessment Form and expressed through the applicant's project description and supportive materials. Both the Initial Study Checklist and Checklist Explanations, in conjunction with the City of Lynwood's application of CEQA Guidelines, were used to reach reasonable conclusions on environmental impacts as mandated under the California Environmental Quality Act (CEQA). The project as identified in the project description and that no substantial evidence was found that the project or any of its aspects would cause a significant effect on the environment, thereby qualifying the project for a mitigated negative declaration (Friends of B Street v. City of Hayward (1980) 106 Cal. App. 3d 988).

The project as identified in the project description may cause potentially significant impacts on the environment without mitigation. Therefore, this environmental analysis concludes that a Mitigated Negative Declaration shall be issued to avoid and mitigate all potential adverse impacts on the environment by the imposition of mitigation measures and/or conditions contained and expressed in this document; the environmental case file known as **EA 2021-46** and the associated case(s), **SPR 2021-46**. Finally, based on the fact that these impacts can be feasibly mitigated to less than significant, and based on the findings and thresholds for Mandatory Findings of Significance as described in the California Environmental Quality Act, section 15065, the overall project impact(s) on the environment (after mitigation) **will not**:

* Substantially degrade environmental quality.
* Substantially reduce fish or wildlife habitat.
* Cause a fish or wildlife habitat to drop below self sustaining levels.
* Threaten to eliminate a plant or animal community.
* Reduce number, or restrict range of a rare, threatened, or endangered species.
* Eliminate important examples of major periods of California history or prehistory.
* Achieve short-term goals to the disadvantage of long-term goals.
* Result in environmental effects that are individually limited but cumulatively considerable.
* Result in environmental effects that will cause substantial adverse effects on human beings.

ADDITIONAL INFORMATION:

All supporting documents and references are contained in the Environmental Case File referenced above and may be viewed in the Planning Division of Lynwood City Hall.

For City information, addresses and phone numbers: visit the City's website athttp://lynwood.ca.us/ ; Departments ; Community Development ; Building, Safety and Planning or Planning Division, City Hall, 11330 Bullis Road, Lynwood, CA 90262
Public Works Department Information and contact information -http://lynwood.ca.us/public-works/# or City's main website under Departments; Public Works.

PREPARED BY:	TITLE:	TELEPHONE NO.:	DATE:
Alfredo Perez	Planning Associate	(310) 603-0220 x249	01/14/2022

	Impact?	Explanation	Mitigation Measures

APPENDIX A: ENVIRONMENTAL IMPACTS EXPLANATION TABLE

I. AESTHETICS			
a.	LESS THAN SIGNIFICANT IMPACT	The project site is not located within or near any known scenic vista and adjacent to a freeway. Impacts are less than significant.	
b.	LESS THAN SIGNIFICANT IMPACT	The project site is in a developed urban area and not located on land or an area containing natural or structurally scenic resources. Impacts are less than significant.	
c.	LESS THAN SIGNIFICANT IMPACT	The subject site is within an urbanized area and there is a potential for a substantial degradation the existing visual character or quality of public views of the site and its surroundings. The potential for aesthetic significant impacts are reduced to the less than significant level .	
d.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	The project proposes a source of light and glare and that could result in a potential negative impact if not mitigated. The use of construction materials with the latest lighting technology will fully address potential impacts and the referenced mitigation measures are recommended in order to reduce any potential impacts to the category to a less than signfiicant level.	**I-120. and I-130**
II. AGRICULTURE AND FOREST RESOURCES			
a.	NO IMPACT	The project site is located in a developed urban area, is not used for agricultural uses, and is zoned for manufacturing uses. There is no farmland or agricultural or forest uses on or in proximity to the site. No impact will occur.	
b.	NO IMPACT	The project site is located in a developed urban area, is not used for industrial uses and is zoned for manufacturing uses. There is no farmland or agricultural or forest uses on or in proximity to the site. No impact will occur.	
c.	NO IMPACT	The project site is located in a developed urban area, is not used for industrial uses and is zoned for manufacturing uses. There is no farmland or agricultural or forest uses on or in proximity to the site. No impact will occur.	
d.	NO IMPACT	The project site is located in a developed urban area, is not used for industrial uses and is zoned for manufacturing uses. There is no farmland or agricultural or forest uses on or in proximity to the site. No impact will occur.	

	Impact?	Explanation	Mitigation Measures
e.	NO IMPACT	The project site is located in a developed urban area, is not used for industrial uses and is zoned for manufacturing uses. There is no farmland or agricultural or forest uses on or in proximity to the site. No impact will occur.	
III. AIR QUALITY			
a.	NO IMPACT	The project will not conflict with or obstruct any air quality plan. The project will not contribute to a reduction in air quality by generating any additional trips to the site. As a result, this category is environmentally no impact.	
b.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	The project could result in potential significant impacts related to air quality affects of the new project. The project has the potential to to affect air quality due to increased trips to the site and excavation work; however, the impacts would be fully mitigated with implementation of the proposed mitigation measures.	**III-10.**
c.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	The project may increase pollutant concentrations. The referenced mitigation measures will address these potential impacts to less than significant level.	**III-10.**
d.	LESS THAN SIGNIFICANT IMPACT	The construction phase will be closely monitored by the applicant and various city departments and any affects (construction and operational activities) to the public are considered less than significant.	
IV. BIOLOGICAL RESOURCES			
a.	NO IMPACT	The project site is within an urbanized area and does not contain any known candidate, sensitive, or special status species. No impact will result.	
b.	NO IMPACT	The project site does not contain any riparian habitat or other identified sensitive natural communities. No impact will result.	
c.	NO IMPACT	The project site does not contain any wetlands. No impact will result.	

	Impact?	Explanation	Mitigation Measures
d.	NO IMPACT	The project site is not within or near any locations that would affect the movement of any native resident or migratory fish or wildlife species or have any affect upon (established or migratory) native resident, wildlife corridors, or native wildlife nursery locations. No impact will result.	
e.	NO IMPACT	No protected trees or tree preservations policies/ordinances protecting biological resources are affected and no impacts to this category exist. No impacts will result.	
f.	NO IMPACT	The project site is not located in or near the area of an adopted Habitat Conservation Plan or other approved habitat conservation plan. No impact will result.	
V. CULTURAL RESOURCES			
a.	NO IMPACT	The subject site does not contain any historical resources pursuant to §15064.5. No impact will result.	
b.	LESS THAN SIGNIFICANT IMPACT	The project is not located on a site with any known archaeological resources pursuant to § 15064.5; however, the applicant has agreed to have a Tribal representative present during excavation activities. Therefore, impacts will be less than significant with Tribal Cultural Resources Mitigation Measures.	
c.	LESS THAN SIGNIFICANT IMPACT	The project is not located on a site with any known paleontological resources, including those interred outside of formal cemeteries; however, the applicant has agreed to have a Tribal representative present during excavation activities. Therefore, impacts will be less than significant with Tribal Cultural Resources Mitigation Measures.	
VI. ENERGY			
a.	LESS THAN SIGNIFICANT IMPACT	The projects will result in a minimal increase in the consumption or energy, but have no affects to being wasteful or inefficient use operations. The proposed uses will be new and state-of-the-art and are not anticipated to rise to a significant level. Therefore, impacts will be less than significant.	

	Impact?	Explanation	Mitigation Measures
b.	NO IMPACT	The proposed use will not conflict with any state or local plan associated with energy resources for both the development and proposed operations. No impact will result.	
VII. GEOLOGY AND SOILS			
a.	LESS THAN SIGNIFICANT IMPACT	The project will not result in any significant (directly or indirectly) cause of any potential or substantial adverse effects that include risks of loss, injury or even death. The proposed billboard will comply the latest in building standards and codes. Any potential impacts are considered less than significant.	
i.	LESS THAN SIGNIFICANT IMPACT	The site might be subject to strong ground shaking and the project has taken this possibility in account by incorporating seismic measures into the design of the project. The potential impacts are satisfactorily addressed by implementing current building codes reducing potential impacts a less than significant level.	
ii.	LESS THAN SIGNIFICANT IMPACT	The subject site is located in an area not known to have historically significant seismic activity. The subject project is a being develop with a state-of-the-art billboard and impacts are considered to be less than significant.	
iii.	LESS THAN SIGNIFICANT IMPACT	The subject site is not located within a liquefaction zone and the proposed billboard will be developed to offset any potential impacts that may be disclosed in the future. Potential impacts are considered to be less than significant.	
iv.	NO IMPACT	The subject site is not upon land subject to landslides and no impacts are anticipated.	

	Impact?	Explanation	Mitigation Measures
b.	NO IMPACT	No soil erosion or loss topsoil will result. No impact will result.	
c.	LESS THAN SIGNIFICANT IMPACT	The project site is not located in a liquefaction prone area. Impacts are considered to be less than significant.	
d.	LESS THAN SIGNIFICANT IMPACT	The project site is not located in a area known to have expansive soils. Impacts are considered to be less than significant.	
e.	NO IMPACT	The project will not require service for water and sewer - no impacts will result.	
f.	NO IMPACT	The project will have affect (directly or indirectly) a paleontological resource or site or unique geologic feature. No impact will result.	
VIII. GREEN HOUSE GAS EMISSIONS			
a.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	Presently, the City of Lynwood is developing methodologies and inventories for quantifying greenhouse gas (GHG) emissions and evaluating various strategies and mitigation measures to determine the most effective course of action to meet the State goals as set forth under AB32. The State of California has required that GHG emissions be reduced to 1990 levels. The construction associated with the project is not expected to significantly increase the emission of GHG during construction and operation phases of the project. To further address any potential significant impacts that may result, mitigation measures are being proposed to further ensure this category does not rise to a level that would potentially negatively affect the environment. As a result, potential impacts will be less than significant.	**VIII-10.**

	Impact?	Explanation	Mitigation Measures
b.	LESS THAN SIGNIFICANT IMPACT	Presently, the City of Lynwood is developing methodologies and inventories for quantifying greenhouse gas (GHG) emissions and evaluating various strategies and mitigation measures to determine the most effective course of action to meet the State goals as set forth under AB32. The State of California has required that GHG emissions be reduced to 1990 levels. The construction associated with the project is not expected to significantly increase the emission of GHG during construction and operation phases of the project. To further address any potential significant impacts that may result, mitigation measures are being proposed to further ensure this category does not rise to a level that would potentially negatively affect the environment. As a result, potential impacts will be less than significant.	
IX. HAZARDS AND HAZARDOUS MATERIALS			
a.	NO IMPACT	No hazardous materials are proposed to be routinely transported, used, or disposed of as a part of the project. No impact will result.	
b.	LESS THAN SIGNIFICANT IMPACT	The project site is not located a Methane Zone and any potential impacts to the category are considered to be less than significant.	
c.	NO IMPACT	The project site is not associated with any hazardous emissions that must be addressed to protect any sensitive receptors. No impact will result.	
d.	LESS THAN SIGNIFICANT IMPACT	The project site is not included on a list of known hazardous materials sites and if any revealed will be addressed in-line with current law. less than significant impact.	
e.	NO IMPACT	The project site is not located within an airport land use plan or within two miles of any public airport. No impact will result.	
f.	NO IMPACT	The project site is not located within two miles of any private airstrip. No impact will result.	
g.	NO IMPACT	The project will not impair the implementation of or interfere with an emergency response or evacuation plan. Construction plans will be reviewed by the	

	Impact?	Explanation	Mitigation Measures
		Building Division as well as the LA County Fire Department. No impact will result.	
X. HYDROLOGY AND WATER QUALITY			
a.	LESS THAN SIGNIFICANT IMPACT	The proposed project is not anticipated to violate any water quality or waste discharge requirements. The project does not involve a process that would result in a point source discharge to a receiving water body nor is the project anticipated to create conditions, which may result in soil erosion, sediment runoff or nonpoint sources of contamination. Impacts will be less than significant.	
b.	NO IMPACT	While the project is not anticipated to violate any water quality or waste discharge requirements. No impact will result.	
c.	NO IMPACT	While the existing drainage pattern of the site may change, it will not cause substantial erosion or siltation on- or off-site, and the project will be required to comply with Lynwood Municipal Code requirements. No impact will result.	
i.	NO IMPACT	No substantial erosion or siltation is anticipated or will result. No impact will result.	
ii.	NO IMPACT	The site fully paved and no increased rate of surface runoff is anticipated. No impact will result.	
iii.	NO IMPACT	The proposed project is not anticipated to create or contribute to runoff water that would exceed the capacity of any existing or planned stormwater discharge systems or provide substantial additional sources of polluted runoff. No impact will result.	

	Impact?	Explanation	Mitigation Measures
iv.	NO IMPACT	The existing drainage pattern of the site will not change. No impact will result.	
d.	NO IMPACT	The subject site is not within a 100 year flood zone. No impact will result.	
e.	NO IMPACT	The project does not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. No impact will result.	
XI. LAND USE AND PLANNING			
a.	NO IMPACT	The project is in a location that is surrounded by compatible uses. It will not divide an established community. No impact will result.	
b.	LESS THAN SIGNIFICANT IMPACT	The Lynwood Municipal Code requires a filing a review reviewed by the Planning Commission and City Council. This review to impose conditions of approval to fully address any resulting project that would otherwise conflict with the City of Lynwood Land Use and Planning guidelines and regulations.	
XII. MINERAL RESOURCES			
a.	NO IMPACT	No impacts are anticipated as the site is not located in a known area of mineral resources.	
b.	NO IMPACT	No impacts are anticipated as the site is not located in a known area of mineral resources.	
XIII. NOISE			
a.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	Exposure to high levels of noise may occur during the construction & operation phases of the project. The potential impacts will be reduced to less than significant level with the implementation of referenced mitigation measure.	**XIII-20.**

	Impact?	Explanation	Mitigation Measures
b.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	The project is may create significant groundbourne noise for both its construction & operational phases. These potential impacts will be reduced to a less than significant applying XIII-20.	**XIII-20.**
c.	NO IMPACT	The project is not located within the vicinity or within 2 miles of an airport or private airstrip. No impact will result.	
XIV. POPULATION AND HOUSING			
a.	NO IMPACT	The project proposes a billboard and no impacts will result.	
b.	NO IMPACT	The project will not displace anyone which would thereby necessitate the construction of housing or any replacement housing. No impact will result.	
XV. PUBLIC SERVICES			
a.	NO IMPACT	The potential impacts to this overall category is no impact (refer to the below categories).	
	Fire protection? - NO IMPACT	The Los Angeles County Fire Department will review the project and impose any necessary, standard conditions. No impacts are anticipated.	
	Police protection? - NO IMPACT	No policing impacts are anticipated.	
	Schools? - NO IMPACT	No impacts to schools are anticipated.	
	Parks? - NO IMPACT	The project does not affect park or recreational uses. No impacts will result.	

	Impact?	Explanation	Mitigation Measures
	Other public facilities? - NO IMPACT	The project does not propose new development reaching a threshold likely to generate any significant demand for other types of public facilities. No impacts will result.	
XVI. RECREATION			
a.	NO IMPACT	The proposed project will not increase the use of existing neighborhood and regional parks. No impacts will result.	
b.	NO IMPACT	The proposed project does not include recreational facilities onsite. No impacts will result.	
XVII. TRANSPORTATION			
a.	NO IMPACT	The proposed project does not negatively affect programs, plans, resolutions or policies addressing the circulation system (including transit, roadway, bicycle and pedestrian facilities). No impact is anticipated.	
b.	NO IMPACT	The proposed project does not conflict or is inconsistent with any CEQA Guidelines delineated in SS 15063.2, Subdivision (b). No impacts will result.	
c.	NO IMPACT	The project is not expected to have any impacts to this category.	
d.	NO IMPACT	The project does not affect emergency access. No impacts will result.	
XVIII. TRIBAL CULTURAL RESOURCES			
i.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	The project site may lie upon a Tribal burial site or Native American settlement. The local Tribes were notified and one responded. Mitigation Measures have been imposed to reduce impacts to less than significant.	**XVIII**

	Impact?	Explanation	Mitigation Measures
ii.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	The project site may lie upon a Tribal burial site or Native American settlement. The locals Tribes were notified and one responded. Mitigation Measures have been imposed to reduce impacts to less than significant.	XVIII
XIX. UTILITIES AND SERVICE SYSTEMS			
a.	NO IMPACT	The project is well served by the City's existing infrastructure system and local utility providers and no impacts are anticipated.	
b.	NO IMPACT	Water resources are not impacted by the proposed billboard project.	

	Impact?	Explanation	Mitigation Measures
c.	NO IMPACT	Existing sewer/storm drain lines or potential maintenance problems will not result from the development of a new billboard. No impacts are anticipated.	
d.	NO IMPACT	The project does not have the potential to increase the amount of solid waste going to landfills and could have a cumulative impact on the City's waste disposal capacity. No impacts will result.	
e.	NO IMPACT	The project will not impact compliance with state, federal, and local statutes and regulations related to solid waste. No impacts are anticipated.	
XX. WILDFIRE			
a.	NO IMPACT	The project does not have the potential impairing any adopted emergency response plan or emergency evacuation plan. No impact will result.	
b.	NO IMPACT	The new billboard project will consist of code-compliant construction is not expected to be affected by slope, prevailing winds, and other factors or exacerbated by wildfire risks No impact will result.	
c.	NO IMPACT	The project will not require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that would exacerbate fire risk or the in temporary or ongoing impacts to the environment. No impact will result.	
d.	NO IMPACT	The project will not expose people or structures to significant risks that would include downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes. No impact will result.	

	Impact?	Explanation	Mitigation Measures
XXI. MANDATORY FINDINGS OF SIGNIFICANCE			
a.	NO IMPACT	The proposed project does not have the potential to significantly degrade the quality of the environment, substantially reduce the habitat of fish or wildlife species, or threaten to eliminate a plant animal community. The project is located in a developed, urbanized area, will not disrupt or hinder any known habitats, and is not a recognized cultural or historical resource. No impact will result.	
b.	LESS THAN SIGNIFICANT IMPACT	The surrounding properties are not significantly impacted by the project with the implementation of the subject project's Mitigation Measures. Furthermore, there are no known current or future similar projects in the immediate vicinity that, in conjunction with this proposed project, would result in cumulatively significant environmental impacts. Any project impacts that are individually limited but could be cumulatively considerable do not rise to a level that is considered greater than a "less than significant" level.	
c.	LESS THAN SIGNIFICANT IMPACT	The project as a whole will not rise to a level that would affect human beings to a level above a "less than significant" level.	

Google Maps

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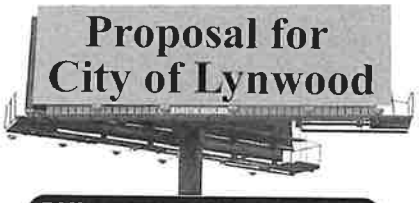

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October 26, 2021

Mr. Alfredo Perez
City of Lynwood
Community Development Department
Planning Division
11330 Bullis Road
Lynwood, CA 90262

Re: A Light Study For The Proposed Lynwood Message Center Located at 11104-6 Wright Rd., Lynwood, CA 90262

Dear Mr. Perez,

In furtherance of our Lynwood Message Center proposed for 11104-6 Wright Rd., we have enclosed this light study that shows how much the digital technology has improved. The goal for digital technology is to deliver a changeable copy that is legible without any glare. Bulletin Displays uses Watchfire digitals on our freeway locations. Watchfire is the best digital in the market today. There advances include bathing their modules in liquid silicon to make them completely waterproof and a diagnostic system that searches for the individual diodes that are having issues. The light technology is one of their best improvements and is an important factor for most government regulators and city councils. While you might be used to the glare of old digitals, and there are many still in use, we suggest that you drive our freeway digitals since you will be amazed how little glare they cast. I have referenced two locations below.

Background on Optical Measurements and Calculations

Watchfire Signs has been in the sign business since 1932 manufacturing both incandescent light bulb and LED signs.

Incandescent signs were commonly measured using illuminance measurements, partly because the light bulb is ideally a point source of light, illuminating equally in all directions, and illuminance meters are commonly available and inexpensive. Foot-candle measurements are made at a defined distance from the sign and the magnitude depends on the physical size of the sign.

LED signs are highly directional, which is an advantage in an urban setting since the light can be directed more precisely to the intended audience. Luminance measurements have been used to specify LED signs by the industry. The candela per square meter (NITs) unit allows a specification that does not depend on size or viewing distance.

http://www.signs.org/IndustryResources/TechnicalRegulatoryResources/BrightnessGuideforElectronicMessageCenters/tabid/745/Default.aspx

The study done on the sign adjacent to a residential and commercial areas at the location listed below used actual lab measurements made on modules using an illuminance meter. These measurements and extrapolations are then scaled up to the size of the sign and the distance corrections are made using the inverse square law. These calculations allow the study to be made in foot-candles, which then could be referenced back to the ISA study.

Below is the measurement equipment used by Bulletin Displays. If there are any questions on this subject Bulletin Displays technicians would be happy to discuss them.

Equipment used by Bulletin Displays technicians to make lighting measurements:
EXTECH Instruments- Heavy Duty Light Meter. It measures Foot candles with a range of 0 to 5000Fc, and Lux from 0 to 50,000 Lux.

Sign Lighting Study

Sign Details
Size: 14' x 48' Back-to-Back Structure Digital Off-Premise Message Center
Location: 11104-6 Wright Rd., at the (710) Freeway in the City of Lynwood, CA

Data Collection

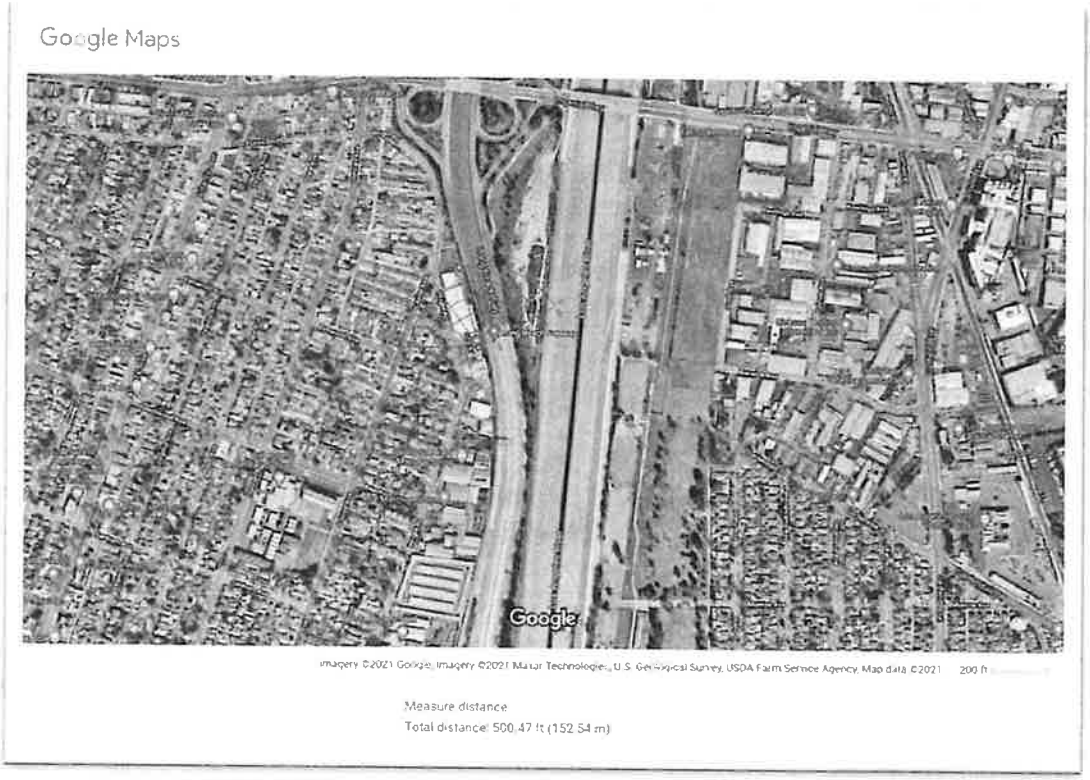
Light measurements are completed in foot-candles. A foot-candle is the amount of light produced by a single candle when measured from 1 foot away. For reference, a 100 watt light bulb produces 137 foot-candles at 1 foot away, .0548 foot-candles at 50 feet and .0137 foot-candles at 100 feet.

The table represents the total increase in ambient light produced by the sign under normal or typical operation at night. The ambient light increases will actually be less than shown in the chart since they fail to consider any objects blocking the line of site to the sign. Obstructions such as trees would further reduce real world overall ambient light increases. In addition to obstructions any existing light within the viewing cone will further diminish any light increase. Light also will diminish fast as the degrees increase from the center line "0" and the rapid decrease in light is further compounded as the distance from the light increases.

	0 degrees	*20 degrees*	*40 degrees*	*60 degrees*	*90 degrees*
100'	0.5110	*0.4216*	*0.2846*	*0.1288*	0.0256
200'	*0.1278*	*0.1054*	*0.0712*	*0.0322*	*0.0064*
300'	*0.0568*	*0.0468*	*0.0316*	*0.0149*	*0.0028*
400'	*0.0319*	*0.0264*	*0.0178*	*0.0080*	*0.0016*
500'	0.0204	0.0169	0.0114	0.0052	0.0010

Light values in foot-candles at night under typical operation

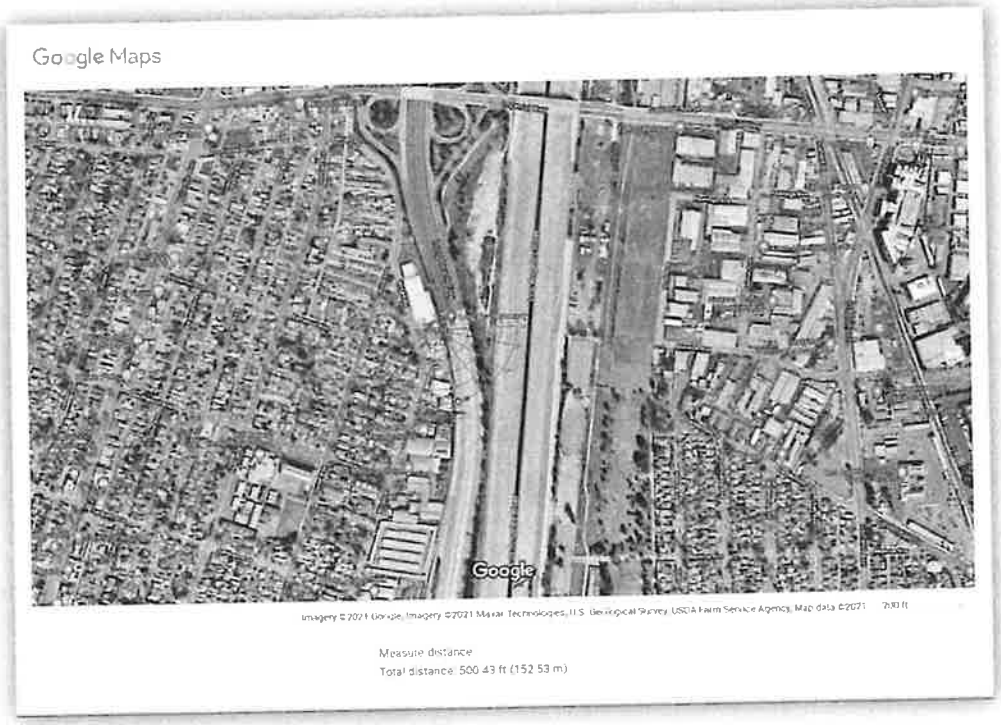
North Face of the Digital Sign (Vicinity)



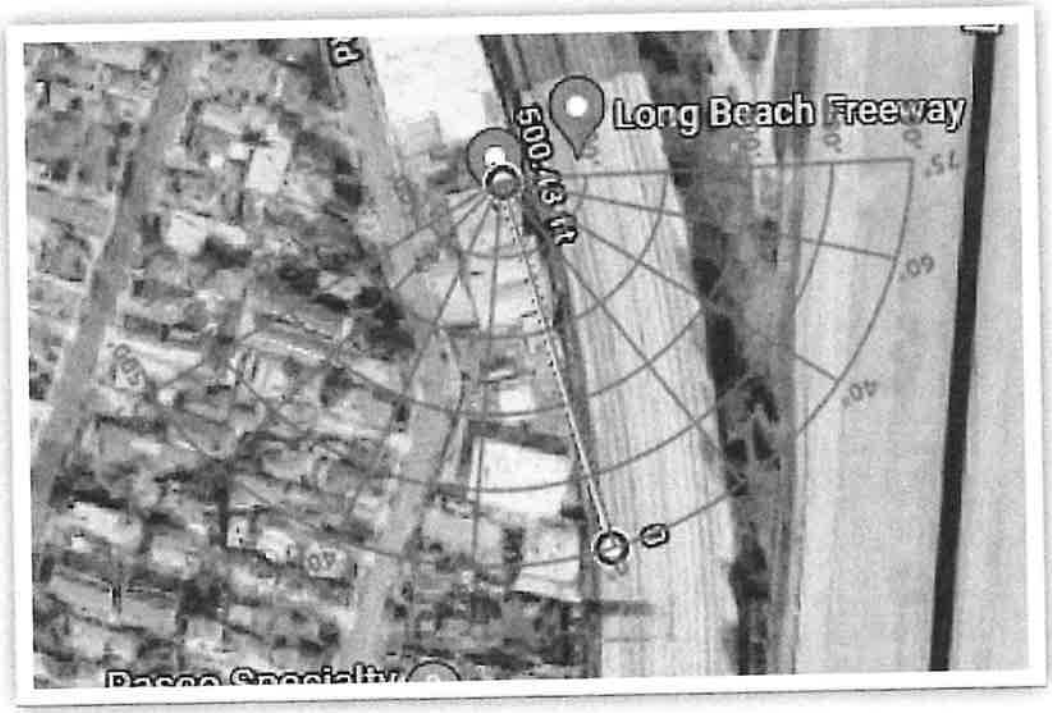
North Face of the Digital Sign (Close Up)

bulletindisplays.com mark.k@bulletindisplays.com

South Face of the Digital Sign (Vicinity)



South Face of the Digital Sign (Close Up)



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Existing Watchfire Freeway Message Centers

1. **Buena Park Message Center**: 25' x 48' (same Watchfire digital millimeters, but twice as large as the proposed Lynwood Message Center). E. L. of Western Avenue on S. L. of (5) Freeway in Buena Park

2. **Santa Fe Springs Message Center**: 14' x 48' (same exact size and digital millimeters as the proposed Lynwood Message Center). S. L. of Spring Avenue on E. L. of (5) Freeway in Santa Fe Springs.

Proposed Illumination Clause – National Standard & Used by other Cities

In order to legally control the light emitting from the digital displays, most cities are placing the following national standards into their Development Agreements and into their sign codes. The Watchfire digital signs include a light meter that reads the ambient light and will automatically dim or brighten the display so that is not more than .3 foot candles above ambient light from a distance of 250 feet for a 14' x 48' digital display. If there is a malfunction in the digital display regarding brightness, the display will automatically turn off.

> *Developer shall comply with State law regarding the limitation of light or glare or such other standards as adopted by the Outdoor Advertising Association of America, Inc. (OAAA), including but not limited to, the 0.3 foot-candles limitation over ambient light levels and ensuring additional flexibility in reducing such maximum light level standard given the lighting environment, the obligation to have automatic diming capabilities, as well as providing the City's Director of Planning or his or her designee with a designated*

Developer employee's phone number and/or email address for state emergencies or complaints that will be monitored 24 hours a day/7 days per week. Upon any reasonable complaint by the City's Planning Officer or designee, Developer shall dim the display to meet these guidelines and further perform a brightness measurement of the display using OAAA standards and provide the City with the results of same within 5 days of the City's complaint. Pre-set distances to measure the foot candles impact vary with the expected viewing distances of each size sign. Measurement distance criteria:

Nominal Face Size	*Distance to be measured from:*
12' x 25'	*150'*
10'6" x 36'	*200'*
14' x 48'	*250'*
20' x 60' or 25' x 48'	*350'*

Conclusion

Given the above comparisons and measurements, the residential and commercial areas will see an almost undetectable difference in ambient light after installation of a message center.

North Face: The north face of the sign has no impact on the east line of the (710) Freeway and the closest residents to the sign on the west line of the freeway are either at 200' @t 75° which nets .0382 foot-candles or at 300' @ 40° which nets .0316 foot-candles. The elms and other trees will further diminish this little amount of light.

South Face: The south face of the sign has no impact on the east line of the (710) Freeway and the closest residents to the sign on the west line of the freeway are either at 200' @ 75° which nets .0382 foot-candles or at 300' @ 40° which nets .0316 foot-candles. The numerous trees and bushes will further diminish this little amount of light.

Therefore closest location for both the north and south face both have a foot-candle of .0282 and since a 100 watt light bulb at 1' yields 137 foot-candles, a 100 watt light bulb on a porch would be 3,586 times brighter than the light from the south or north face of the sign. This small amount of light is further reduced by the trees and vegetation and other street and porch lights.

If you would like to schedule a demonstration with light meters at our existing digital signs, please let us know.

Sincerely,
BULLETIN DISPLAYS, LLC
"Creative Outdoor Advertising"

Mark A. Kudler
President

cc. Mr. Ernie Hernandez
City Manager
Mr. John Yonai
Interim Community Dev. Dir.

bulletindisplays.com **mark.k@bulletindisplays.com**

GABRIELEÑO BAND OF MISSION INDIANS – KIZH NATION

California State Recognized Aboriginal Tribe of the Los Angeles Basin
(Historically known as the Gabrieleño Tribal Council - San Gabriel Band of Mission Indians)

November 23, 2021

Alfredo Perez
City of Lynwood

Re: PROPOSED MITIGATION MEASURES RE KIZH NATION TRIBAL CULTURAL RESOURCES

Dear Alfredo Perez,

Pursuant to California Assembly Bill 52 and/or Senate Bill 18 (and any/all other applicable Federal, State, and local laws), the *Gabrieleño Band of Mission Indians – Kizh Nation* ("Tribe" or "Kizh") requested to and did consult with the City of Lynwood (the "lead agency"), regarding the New two Billboards :11104-6 Wright Rd and 11350 Wright Rd (the "Project"). As we explained, this Project site is located within the boundaries of Kizh ancestral territory.

As such, we discussed at length the adverse impacts of this Project on Kizh historical landscapes, ceremonial places, subsurface artifacts, and other Kizh tribal cultural resources ("TCR"). Significant, confidential information was shared, including *inter alia*, Kizh oral history, elder testimony, testimony by Kizh Certified Archaeologist, John Torres, data on Native American discoveries in proximity to the Project, historical information on Kizh cultural and historical uses of the area at and surrounding the Project site, historical maps, and relevant historical literature.[1]

Collectively, this evidence substantiated the irreparable harm Kizh TCRs will sustain unless you adopt and enforce the proposed mitigations for this Project, which are attached hereto. Please ensure to maintain the confidentiality of all information the Kizh has provided, and any/all additional information the Kizh provides in the future. (Pub. Res. Code §21082.3(c).) The laws preserving the confidentiality of Native American documents and records prohibits the inclusion of any information about the location of Native

[1] "Evidence that may support such a finding could include, among other evidence, elder testimony, oral history, tribal government archival information, testimony of a qualified archaeologist certified by the relevant tribe, testimony of an expert certified by the Tribal Government, official tribal government declarations or resolutions, formal statements from a certified Tribal Historic Preservation Officer, and historical notes, such as those found in the Harrington Papers and other anthropological records. (Office of Planning and Research: TECHNICAL ADVISORY - AB 52 AND TRIBAL CULTURAL RESOURCES IN CEQA, June, 2017, pp. 4-5.)

American artifacts, sites, sacred lands, or any other information that is exempt from public disclosure pursuant to the Public Records Act. (Cal. Code Regs. § 15120(d); Clover Valley Foundation v. City of Rocklin (2011) 197 Cal.App.4th 200, at p. 220).

Finally, as a reminder, CEQA requires lead agencies to evaluate a project's impacts to TCRs separate and apart from all other factors, such as cultural resources, archaeological, historical, and paleontological.[2] Moreover, the California Court of Appeal made clear in the 2020 published opinion, Save the Agoura Corndell Knoll v. City of Agoura Hills, et al. (2020) 46 Cal.App.5th 665, that upon adoption, it must be clear that the TCR mitigations adopted will sufficiently reduce the project's impacts to TCRs below the threshold of significance; otherwise, the mitigations do not comply with CEQA and cannot be enforced.[3] As you know, as lead agency, CEQA mandates you to oversee *and enforce* compliance with the mitigations and conditions of approval adopted for the Project, CEQA, and all applicable state and local laws. (Pub. Res. Code § 21081.6(a)(1) [The reporting or monitoring program shall be designed to ensure compliance during project implementation].)

Thank you for your anticipated cooperation. We look forward to working with you.

Sincerely,

Andrew Salas, Chairman
Gabrieleno Band of Mission Indians – Kizh Nation

Enclosures

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[2] Public Resources Code Section 21083.09 required the Office of Planning and Research to revise the CEQA guidelines to include separate consideration of tribal cultural resources.

[3] (*Id.* at pp. 685-6 ["[i]t is improper to defer the formulation of mitigation measures until after project approval; instead, the determination of whether a project will have significant environmental impacts, and the formulation of measures to mitigate those impacts, must occur before the project is approved."]; see also CEQA Guidelines §15126.4(a)(1)(B).)

GABRIELENO BAND OF MISSION INDIANS – KIZH NATION - PROPOSED TCR MITIGATION MEASURES

TCR-1: Retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities

A. The project applicant/lead agency shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation. The monitor shall be retained prior to the commencement of any "ground-disturbing activity" for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project, such as public improvement work). "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.

B. A copy of the executed monitoring agreement shall be submitted to the lead agency prior to the earlier of the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity.

C. The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project applicant/lead agency upon written request to the Tribe.

D. On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh from a designated point of contact for the project applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Kizh TCRs.

E. Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Kizh monitor and/or Kizh archaeologist. The Kizh will recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural and/or historic purposes.

TCR-2: Unanticipated Discovery of Human Remains and Associated Funerary Objects

A. Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute.

B. If Native American human remains and/or grave goods discovered or recognized on the project site, then all construction activities shall immediately cease. Health and Safety Code Section

7050.5 dictates that any discoveries of human skeletal material shall be immediately reported to the County Coroner and all ground-disturbing activities shall immediately halt and shall remain halted until the coroner has determined the nature of the remains. If the coroner recognizes the human remains to be those of a Native American or has reason to believe they are Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission, and Public Resources Code Section 5097.98 shall be followed.

C. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).
D. Construction activities may resume in other parts of the project site at a minimum of 200 feet away from discovered human remains and/or burial goods, if the Kizh determines in its sole discretion that resuming construction activities at that distance is acceptable and provides the project manager express consent of that determination (along with any other mitigation measures the Kizh monitor and/or archaeologist deems necessary). (CEQA Guidelines Section 15064.5(f).)
E. Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods. Any historic archaeological material that is not Native American in origin (non-TCR) shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes.
F. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.

TCR-3: Procedures for Burials and Funerary Remains:

A. As the Most Likely Descendant ("MLD"), the Koo-nas-gna Burial Policy shall be implemented. To the Tribe, the term "human remains" encompasses more than human bones. In ancient as well as historic times, Tribal Traditions included, but were not limited to, the preparation of the soil for burial, the burial of funerary objects with the deceased, and the ceremonial burning of human remains.
B. If the discovery of human remains includes four or more burials, the discovery location shall be treated as a cemetery and a separate treatment plan shall be created.
C. The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact. Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects. Cremations will either be removed in bulk or by means as necessary to ensure complete recovery of all sacred materials.
D. In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. If this type of steel plate is not available, a 24-hour guard should be posted outside of working hours. The Tribe will make every effort to recommend diverting the project and keeping the remains in situ and protected. If the project cannot be diverted, it may be determined that burials will be removed.
E. In the event preservation in place is not possible despite good faith efforts by the project

applicant/developer and/or landowner, before ground-disturbing activities may resume on the project site, the landowner shall arrange a designated site location within the footprint of the project for the respectful reburial of the human remains and/or ceremonial objects.

F. Each occurrence of human remains and associated funerary objects will be stored using opaque cloth bags. All human remains, funerary objects, sacred objects and objects of cultural patrimony will be removed to a secure container on site if possible. These items should be retained and reburied within six months of recovery. The site of reburial/repatriation shall be on the project site but at a location agreed upon between the Tribe and the landowner at a site to be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered.

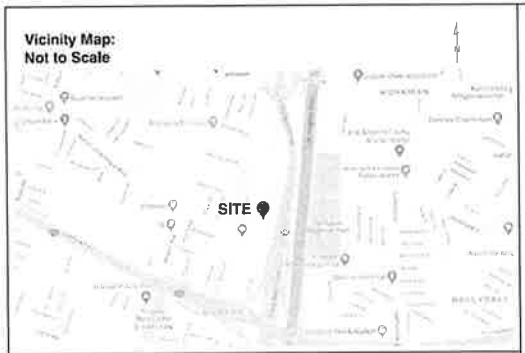
G. The Tribe will work closely with the project's qualified archaeologist to ensure that the excavation is treated carefully, ethically and respectfully. If data recovery is approved by the Tribe, documentation shall be prepared and shall include (at a minimum) detailed descriptive notes and sketches. All data recovery data recovery-related forms of documentation shall be approved in advance by the Tribe. If any data recovery is performed, once complete, a final report shall be submitted to the Tribe and the NAHC. The Tribe does NOT authorize any scientific study or the utilization of any invasive and/or destructive diagnostics on human remains.

PLEASE NOTE THE FOLLOWING:

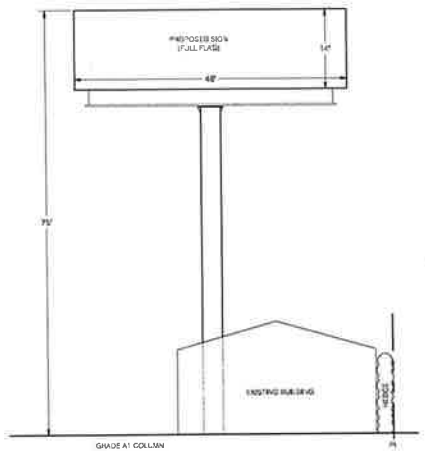
Any/all revisions to the Kizh's proposed TCR mitigations set forth above must be requested in writing, and not more than ten (10) calendar days from the date that we consulted on the subject Project. Requested revisions shall be delivered to the Kizh via email at admin@gabrielenoindians.org, and in a Word document, redline format. Please include as the email subject: "REQUEST FOR MITIGATION REVISIONS," and identify the project name and location/address. If revisions are not requested within 10 calendar days of consultation, the Kizh's proposed mitigations are presumed accepted as proposed (i.e., as set forth above).

Thank you for your anticipated cooperation.

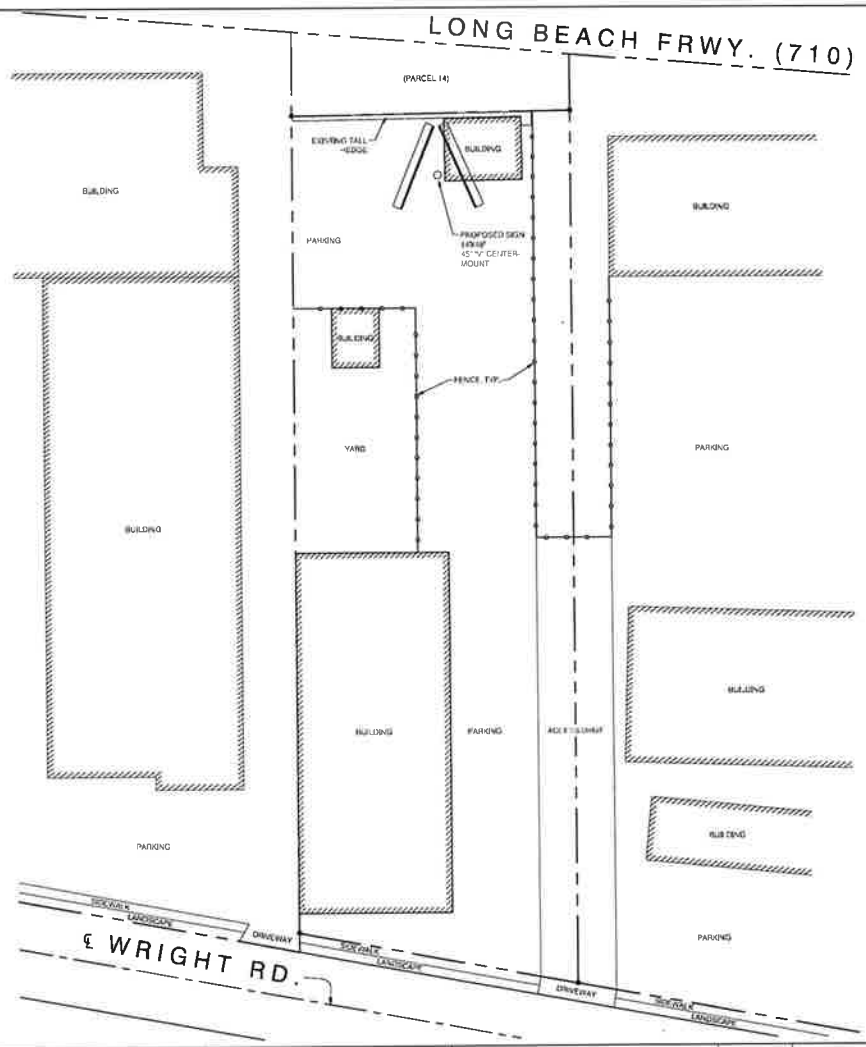
Vicinity Map:
Not to Scale



Elevation Looking North:
1" = 10'



Site Plan:
1" = 30'



Project	Electrical	Proprietary Print & Design	Engineer	Contractor	Applicant	Date	12-01-20	Drawn By	PH
11350 Wright Rd., Lynwood, CA 90262 APN#: 6194-031-007 The configuration will be a 14' x 48' two sided "V" structure digital billboard and the height will be approx. 75' from the top of the sign to the apex of the freeway grade.	Proposed Electrical Load Schedule Drawings: A 2" schedule 80 sweep into 2" schedule 40 coming from existing panel that goes into a 2" schedule 80 sweep up the billboard column to a 200amp panel on the billboard column. The billboard requires single-phase 120/240.	This print and design concept is the property of Bulletin Displays, LLC. Copyrighted 2020 by Bulletin Displays, LLC. This is the unpublished drawing created by Bulletin Displays, LLC. Any other use of this reproduction is prohibited without the written authorization from Bulletin Displays, LLC.	RMG Outdoor, Inc. 4425 North 24th St., Ste 200 Phoenix, AZ 85016 (602) 230-8634 * Fax (602) 230-9071 Engineer - John Weaver jweaver@rmg-online.com	CONTRACTOR UDCO DIVERSIFIED INC.	OWNER BULLETIN DISPLAYS, LLC "CREATIVE OUTDOOR ADVERTISING" 3127 E. South Street, Suite B Long Beach, CA 90805 Phone (310) BULLETIN (562) 470-6580 Fax (562) 470-0686	Revisions	12-03-20	Approved By	MK
								Sheet No.	
								Scale	As Noted (24"x36" sheet)
								Drawing No.	

ATTACHMENT F
LIGHT STUDY

Project Location: 11350 Wright Road

01/17/22

LIGHTING STUDY

Watchfire Signs has been manufacturing outdoor electric signs since 1932 and LED signs since 1996. Currently, we have more than 60,000 LED signs in operation worldwide.

History of Optical Measurements and Calculations

Outdoor signs using incandescent light bulbs commonly measured illuminance using meters that report brightness in foot-candles. This unit is the standard measurement partly because a light bulb is a source of light that illuminates equally in all directions. LED signs are measured with the same meter even though its light does not illuminate equally in all directions. LED signs are designed to be highly directional, which is an advantage. LEDs allow light to be directed toward an intended audience, rather than dispersed in a wider arc out from the face of the sign.

In the LED industry, luminance, or the intensity of visible light, is measured by nits, where one candela per square meter is equal to one nit. However, luminance meters are expensive, difficult to use in the field, and are not ideal for lighting studies commonly used for meeting local permitting requirements. As a result, LED signs are often evaluated using foot-candle measurements.

A foot-candle is the amount of light produced by a single candle when measured from one foot away. For reference, a 100-watt light bulb produces 137 foot-candles from 1 foot away, .0548 foot-candles from 50 feet away, and .0137 foot-candles from 100 feet away.

Watchfire Signs is Compliant with National Lighting Requirements

Watchfire Signs has adopted brightness standards endorsed by both the International Sign Association (ISA) and Outdoor Advertising Association of America (OAAA). These standards were the result of detailed analysis and recommendations for lighting control completed by Dr. Ian Lewin of Lighting Sciences Inc. The studies are based on accepted practices by the Illuminating Engineering Society of North America (IESNA) for evaluating and controlling "light trespass". Watchfire Signs' products meet the requirements set forth by both associations, based on these studies and recommendations, which results in lighting impact of no more than 0.3 foot-candles above existing ambient light levels. Total foot-candles are dependent on size and distance and can be adjusted as needed. Please see below for the site-specific lighting study and Exhibit A for details surrounding the OAAA lighting standards and practices.

Automatic Brightness Adjustment:

Watchfire's billboard displays are set to have a maximum daytime brightness level of 7,500 nits and a maximum nighttime brightness level of 300 nits. All Watchfire signs automatically adjust brightness levels using a primary 100-step hardware photocell, with a software photocell backup. The hardware photocell will automatically adjust the sign's brightness relative to changes in ambient light levels. If the software photocell is used, the sign will automatically adjust brightness based on the longitude and latitude location of the sign. The sign is appropriately dimmed or brightened based around daily sunrise and sunset. For both options, a sign operator can manually decrease the brightness from standard

settings, but for safety reasons and in conformance to industry codes, Watchfire cannot allow signs to operate brighter than standard settings.

Night Skies:

All Watchfire signs are designed with night skies in mind. To achieve the best image quality and power efficiency, we are interested in having light reach only the audience. We have implemented technology into our products that prevent them from being brightened in the field after installation and allow for downward adjustment when the impact is too great for a specific area or application. Watchfire has developed specially designed louver panels that not only protect the LEDs from damage but limit the vertical impact of the light output. This technology, coupled with the automated brightness adjustments, limits impact to vertical ambient lighting.

Title 24 Compliance:

Watchfire displays was the first in the industry to meet the requirements for UL Greenleaf certifications set forth by Title 24 of the California Code of Regulations. A copy of the Certificate of Conformance is available upon request.

Redundancy:

All Watchfire displays have intelligent control with Automated Diagnostics down to individual LED level. In the unlikely event that a lighting control fails, or a sign malfunction, the operator and Watchfire are immediately notified. If necessary, there are protocols in place to have the sign go dark along with hardware installed in each display to allow for remote power control.

Equipment used by Watchfire Signs to Measure Luminance
Foot-candles/Lux - Minolta Illuminance Meter T-10
Nits/candela/sq. m – Minolta Luminance Meter LS-100
Sign Calibration – Minolta CS-1000 Spectra radiometer

The proceeding study uses actual lab measurements made on modules using an illuminance meter. These measurements and extrapolations were then scaled up to the size of the sign and distance corrections were made using the inverse square law.

SIGN LIGHTING STUDY

Sign Details

Size: 14' x 48' Digital Billboard

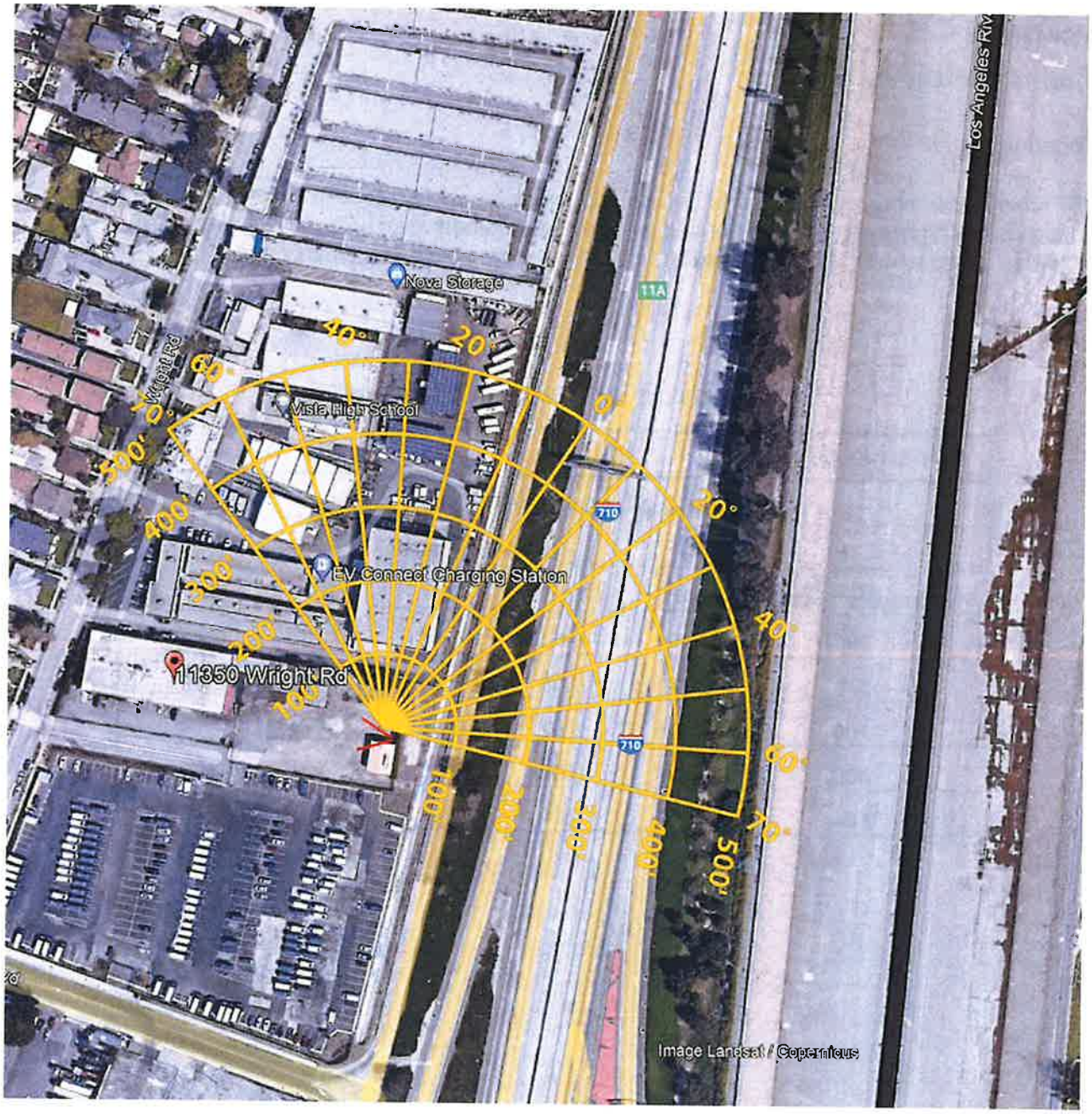
Location: *11350 Wright Rd., Lynwood, CA 90262*

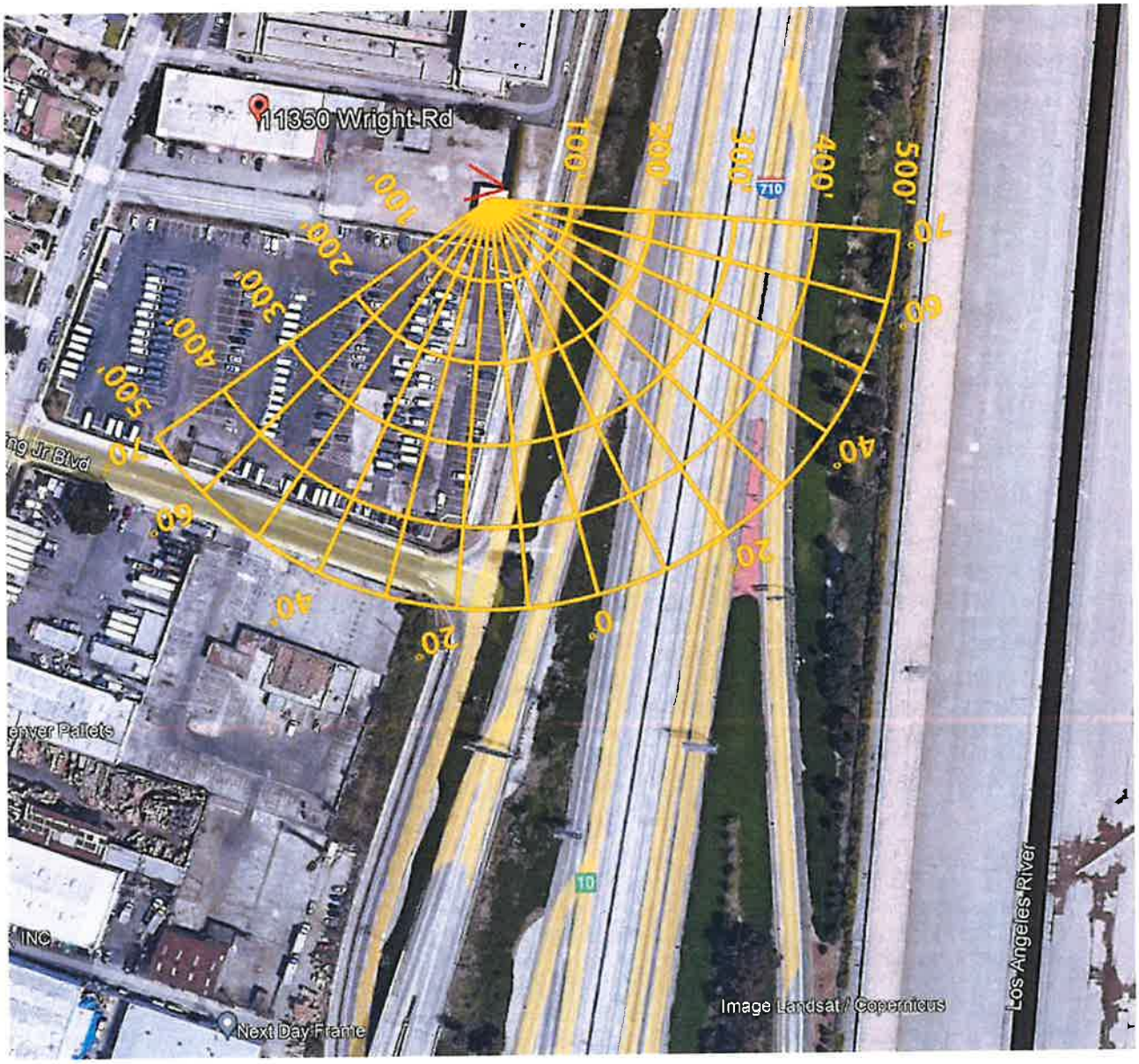
The table below represents a large LED sign, demonstrating the increase in illuminance from the sign during normal night operation. The values are within the standards of both the ISA and OAAA and indicate that the ambient light broadcast into the surrounding area has minimal effect.

Foot-candles at night under normal operation

Viewing Area (ft) (H x W)	14	x	48		
Foot-candles at night under normal operation					
	Horizontal Viewing Angle				
Viewing Distance (ft)	**0°**	**20°**	**40°**	**60°**	**70°**
100	0.68	0.63	0.55	0.38	0.23
200	0.17	0.16	0.14	0.10	0.06
300	0.08	0.07	0.06	0.04	0.03
400	0.04	0.04	0.03	0.02	0.01
500	0.03	0.03	0.02	0.02	0.01

Example Broadcast of Light at Distances and Angles





Conclusion

Given the above comparisons and measurements, the area will see an almost undetectable difference in ambient light after installation of the digital led billboards.

Exhibit A: OAAA Lighting Standards

Brightness Criteria

A. OAAA Guidelines: The OAAA recommended brightness criteria for digital billboards is as follows:
   - Light produced by a digital billboard should not exceed 0.3 Footcandles over ambient light levels.
   - Measurement should be taken utilizing a Footcandle meter from the following distances perpendicular to the face of the digital billboard):
     - Posters: 150 feet
     - 10'6x36 Bulletins: 200 feet
     - 14x48 Bulletins: 250 feet
     - 20x60 Bulletins: 350 feet

     The measurement distances are based on the average minimum viewing distances for each type of billboard.
   - Digital billboards must have automatic dimming capability.

B. Basis for the Guidelines. These guidelines are based on recommendations by lighting expert Dr. Ian Lewin, Lighting Sciences Inc. (Scottsdale, AZ), in a March, 2008 report to the OAAA. Dr. Lewin developed brightness criteria to meet the following general guidelines:
   - Appropriately Legible Copy. Digital advertising copy is appropriately legible and not overly bright.
   - Simplicity. Provide a guideline that can be easily implemented and enforced. Measurement of the ambient light level of the sign on and off is conducted by a footcandle meter. If the difference in measurements is less than 0.3 footcandles, the digital billboard is in compliance.
   - Established Guidelines. The criteria are based on established scientific methodology and established industry standards from the Illuminating Engineering Society of North America (IESNA) publication TM- 11-00 "light trespass" theory which is an accepted standard in the lighting industry.
   - Flexibility. Ensure proper brightness levels in a variety of lighting environments.

C. Additional Issues/Clarification
   - Automatic Dimming Capability. A digital billboard must be able to automatically adjust as ambient light levels change. An automatic light sensing device (such as photocell or similar technology) should be utilized for adjusting the digital billboard's brightness. Sunset-sunrise tables and manual methods of controlling brightness are not acceptable as a primary means of controlling brightness.
   - Brightness Measurement Methodology. The brightness standard requires the use of a Footcandle meter (also known as a "Lux meter"; ~$100-1000). A Footcandle meter measures the amount of light arriving at the meter (illuminance), as opposed to an absolute measurement of the amount of light emanating from a light source or light sources (luminance). A Footcandle is a measure of lumens (light rays) that fall on one square foot area; Lux is the metric equivalent of a Footcandle.
     In contrast, a Candela Meter / NIT Gun (~$3,000) measures the amount of light emanating from a specific light source (luminance). A NIT gun measures candelas (a measure of luminance or brightness) per meter squared (also known as "NITS"), which is a measure of the brightness emanating from a specific light source. It excludes ambient light (which may include light from many sources) from the measurement. Standard NIT levels and/or utilization of a NIT gun are not a part of the OAAA recommended brightness guideline.

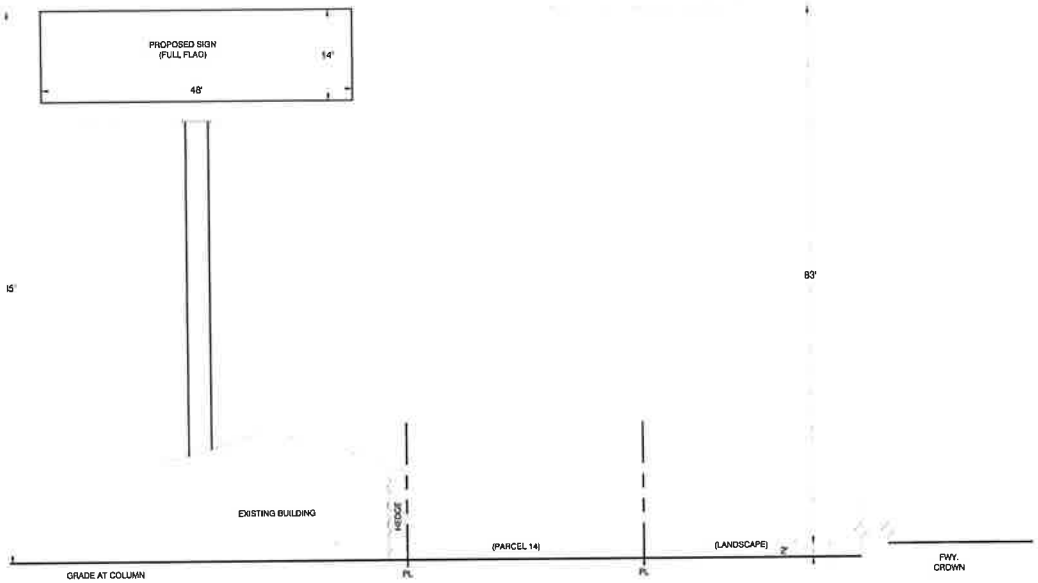
OAAA Washington, DC Headquarters | 1850 M Street, N.W., Suite 1040 | Washington, D.C. 20036
Phone: (202) 833-5566 | Fax: (202) 833-1523
www.oaaa.org

ATTACHMENT G
Project Plans and Color Rendering

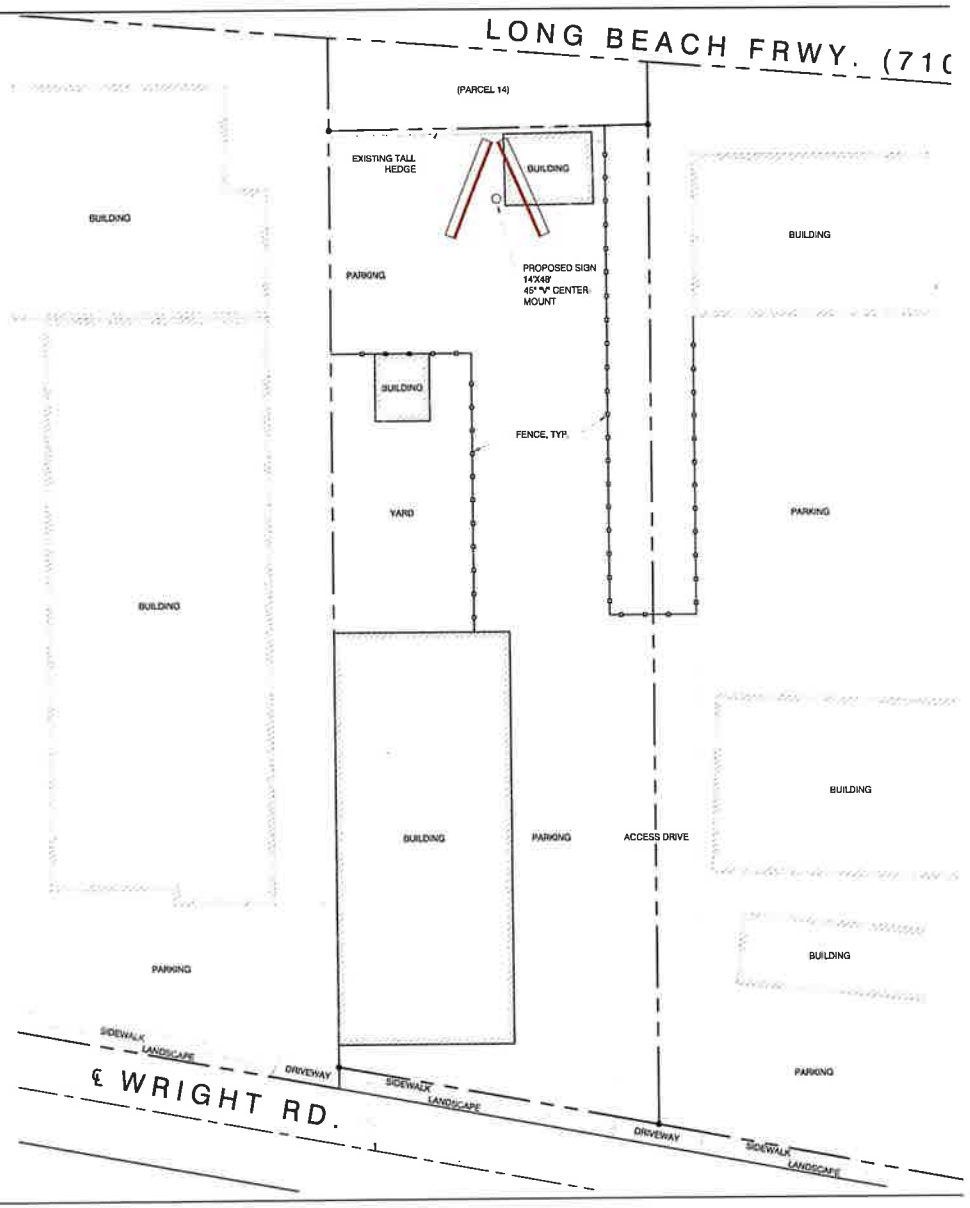
Project Location: 11350 Wright Road

nity Map:
to Scale

ration Looking North:
: 10'



Site Plan:
1" = 30'



Project

11350 Wright Rd., Lynwood, CA 90262

APN#: 6194-031-007

Iguration will be a 14' x 48' two sided "V" structure digital and the height will be approx. 75' from the top of the sign to the apex of the freeway grade.

Electrical

Proposed Electrical Load Schedule Drawings:
A 2" schedule 80 sweep into 2" schedule 40 coming from existing panel that goes into a 2" schedule 80 sweep up the billboard column to a 200amp panel on the billboard column. The billboard requires single-phase 120/240.

Proprietary Print & Design

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Engineer

RMG Outdoor, Inc.
4425 North 24th St., Ste 200
Phoenix, AZ 85016
(602) 230-8634 * Fax (602) 230-9071
Engineer - John Weaver
jweaver@rmg-online.com

Contractor

CONTRACTOR
UDCO DIVERSIFIED INC.

Applicant

OWNER
BULLETIN DISPLAYS, LLC
"CREATIVE OUTDOOR ADVERTISING"

Date	12-01-20	Drawn By	PH
Revisions	12-03-20	Approved By	MK
	01-24-22	Sheet No.	
		Scale	As N (24"x36'
		Drawing No.	

City of Lynwood Landmark Message Center

(710) Freeway @ Martin Luther King Jr. Blvd @ 11350 Wright Rd.

(actual city approved concept may differ)

Rick Robinson designed the Lynwood Knight in a charge on a horse using his distinctive "primitive pop" artwork which he will paint and glaze. The artwork will be illuminated with hidden lights.

Mark Kudler designed the pole cover based on the Lynwood Kight's colors and on the Knight's shield. The pole cover also uses the shield, City logo and the All-American City award to assimilates the "military rack" of medals and ribbons displayed on military uniforms.

BULLETIN DISPLAYS, LLC
"Creative Outdoor Advertising"
3127 E. South St., Ste. B
Long Beach, CA 90805
(310) BULLETIN [285-5384]
(562) 470-6680 * Fax (562) 470-6686
BulletinDisplays.com

Display
14'x48' - Digital
Overall Height - Per City Code

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City of LYNWOOD
A City Meeting Challenges
11330 BULLIS ROAD
LYNWOOD, CALIFORNIA 90262
(310) 603-0220

DATE: May 10, 2022

TO: Honorable Chair and Members of the Planning Commission

FROM: John Yonai, Interim City Manager
Alfredo Perez, Planning Associate

SUBJECT: Mitigated Negative Declaration No. 2021-46, Development Agreement and Site Plan No. 2021-46, 11104 - 11106 Wright Road, Lynwood

---

RECOMMENDATION

It is recommended that the Planning Commission:

1. **CONDUCT** a public hearing, receive public testimony, and, after discussion, vote upon the matter at hand.

2. **RECOMMEND** the adoption of Resolution No. 3444 entitled "A Resolution of the Planning Commission of the City of Lynwood for review and recommendation of approval by the City Council of a Development Agreement between the City of Lynwood and Bulletin Displays, LLC for the Development of a new, back-to-back digital billboard at 11104-11106 Wright Road, Lynwood (Assessor's Parcel Number 6194-029-006)"

3. **RECOMMEND** the adoption of Bulletin Displays, LLC's billboard project's Mitigated Negative Declaration No. 2021-46 and Mitigation Monitoring Program.

4. **RECOMMEND** the preparation of an ordinance in conjunction with a Development Agreement for approval by the City Council.

BACKGROUND

Bulletin Displays, LLC (herein referred to as the "Applicant") has submitted a Site Plan Review application (SPR) to construct a new 80-foot tall, back-to-back, digital billboard (herein referred to as the "billboard") consisting of a total billboard sign area of 1,344 square feet (14' x 48' or 672 square feet per billboard sign face). The proposed 80 feet is measured from the base of the sign to the top of the 14-foot sign face. The applicant is proposing an additional 7 feet of height (87 feet) to accommodate the proposed sign's artwork beyond the sign display. Signage aesthetics and the potential height increase

as described above will be further reviewed by staff and the matter may be returned to the Planning Commission if Bulletin Display, LLC's proposed billboards at 11104-06 Wright Road and 11350 Wright Road are drastically different from the other. Staff is recommending that the billboards match the exterior design of the other similar to the color rendering portrayed for the 11104-11106 Wright Road location.

The subject billboard is proposed to be supported by a single supporting post immediately adjacent and west of the Interstate 710 Freeway corridor. The proposed billboard is proposed to be located at 11104 - 11106 Wright Road (APN 6194-029-006) and approximately 700 feet southeast of the Wright Road and Louise Avenue intersection.

The subject site is characterized as a rectangularly-shaped, non-sloping site that maintains one (1) industrial structure operating a welding shop. The site is zoned (M) Manufacturing with a General Plan's Manufacturing land use designation.

The project corridor is located within the northeast area of the City and along the portion of the I-710 Freeway between E. Imperial Highway and Martin Luther King Jr. Boulevard. The City has two (2) designated freeway-oriented billboard corridors within the City: I-105 Freeway and I-710 Freeway. Off-site digital billboards are permitted within these corridors subject to Zoning Code development standards and the approval of a Development Agreement (DA) by the City Council.

As a part of Planning Commission's review of the project, consideration to adopt Mitigated Negative Declaration No. 2021-46 and Resolution No. 3444, a review/recommendation of the project's Development Agreement (DA) to the City Council will also be completed.

DISCUSSION

Draft Development Agreement (DA)

State Law allows cities to enter into DAs with private parties. The DA is a legal, binding contract between a city and any person or entity having a legal or equitable interest in a property. The agreement must clearly outline conditions, terms, restrictions and requirements for development of the property.

Under the DA Statute (Government Code Sections 65864-65869.5), cities have a right to enter agreements with private parties to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development. A Development Agreement provides the developer with certain vested rights to develop the property in accordance with zoning laws and entitlements in effect on the date of the Development Agreement for a specified period of time. In this case three years. This provides the Developer with assurance that the City will not change the terms of development during construction of the project. It also provides the City with assurance that the development will be completed in a timely manner. DAs are often used in large, complex projects and in projects that have a long lead-time, multiple phases, or a long development period, in order to give the developer certainty in regards to the entitlements and other governmental actions. There may also be a "business deal" component to a DA, where a city may agree to undertake certain actions to help a project in return for other considerations from a developer, sometimes

financial. Once a DA is approved by the City Council, the rules of development for that property cannot change even if the zoning code or other development codes are changed.

Approval Process

Although the City's Municipal Code does not specify that a DA must first be approved by the Planning Commission, per State Law, the approval of a DA must be affected by both the Planning Commission and City Council actions. As such, if the Planning Commission reviews and recommends the proposed terms of the DA following the public hearing to the City Council, it is recommended that the City Council hear the matter and consider approving the DA after conducting the first reading of the ordinance and set a second reading for the proposed project DA at the following City Council meeting.

PROJECT

Pursuant to Lynwood Municipal Code Section 25-70-14 "Off-Site Outdoor Advertising Displays" of the Lynwood Municipal Code, proposed off-site outdoor advertisement billboards and DAs are subject to City Council decision. A DA (Attachment A) was prepared for the subject, new digital billboard located at 11104 - 11106 Wright Road (APN 6194-029-006) and immediately adjacent to and west of the I-710 Freeway as shown the below aerial map (Attachment D).

The project site is comprised of one (1) parcel with a lot area of approximately 12,723 square feet or 0.29 of an acre. The project site is located in Manufacturing (M) zone, wherein the Lynwood Municipal Code specifically and conditionally permit off-site outdoor advertising displays (billboards) by the process described in Section 25-70-14.

The new electronic billboard will consist of back-to-back displays and will be visible from both north and south bound I-710 Freeway lanes. The new billboard's size, design,

lighting, messages and timing of messages will be consistent with the parameters described in DA. The Applicant shall comply with State law regarding the limitation of light and glare or such other standards as adopted by the Federal Highway Beautification Act and the State's Outdoor Advertising Act. Standards include, but are not limited to, the 0.3 foot-candles limitation over ambient light levels ensuring additional flexibility in reducing such maximum light level standard given existing conditions, including the obligation to incorporate automatic diming capabilities. Each message on the new digital billboard displays shall be displayed for at least eight (8) seconds.

Standard City conditions of approval and site requirements are included as findings confirmed in the positive from section Lynwood Municipal Code 25-130-5.

Environmental Determination

Pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15063 of the California Environmental Quality Act (CEQA) guidelines, the project completed an Initial Study review and a Mitigated Negative Declaration (MND) was completed pursuant to Section 15064(f)(2) of CEQA guidelines. The impacts associated with a Mitigated Negative Declaration was prepared as the conclusions of the Initial Study determined that the project may cause potentially significant impacts on the environment without mitigation.

Municipal Code Requirements

Per Section 25-70-14 of the Lynwood Municipal Code, the Planning Commission may recommend approval by the City Council if it finds the following to be true:

A. *That the proposed use is consistent with the General Plan;*

The subject site's Manufacturing Land Use designation as specified in the City of Lynwood General Plan and reflected upon the Lynwood Municipal Code by a corresponding Manufacturing (M) zone permits off-site outdoor advertising displays by Planning Commission review and final approval by the City Council. According to the Lynwood Municipal Code, the proposed use is permitted in both the industrial (manufacturing) and commercial zone categories. The City of Lynwood General Plan's Goal LU-2 requires the City plan for a range of commercial sites that serve the needs of the community. The proposed use serves the intent of this goal as the project provides a commercial service and public information vital to the public both nearby and in the general vicinity of the subject billboard. Besides offering commercially-based advertising and information, the billboard is required to display public service announcements that inform and make the general public aware of public safety and other information beneficial to the public.

As such, based upon the above finding, the subject billboard is found to be consistent with the Lynwood General Plan.

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

The proposed billboard will not be materially detrimental to any adjacent uses, buildings, or structures in the immediate vicinity of the subject site due to safeguards set in-place by the conditions in Resolution No. 4344 and the project's associated DA. A lighting analysis was completed by Watchfire, a third-party company, that describing lighting levels that will emanate from the proposed billboard upon neighboring properties and passersby. The lighting study specifically concludes that the billboard's effects on the neighborhood will be an "almost undetectable difference in ambient light after installation of the digital led billboards." As such, this study confirms that the proposed billboard will not adversely affect or be materially detrimental to any adjacent building or structure as required by this finding. Furthermore, the proposed billboard will also comply with height and all development standards specified in the Lynwood Municipal Code.

The proposed use is further safeguarded by the fact that the approved project will be required to complete a City Building Division plan check review and pass a series of progressive inspections to complete the construction of the project. The Building Division review will ensure compliance with all Building Division Codes. The proposed billboard structure will also be reviewed by and require approval from the Los Angeles County Fire Department to further ensure compliance with all current fire protection codes. The applicant will be required to maintain the site free of graffiti as the Site Plan Review approval includes a condition that any graffiti placed within the control of the operator be abated within 24 hours its placement. The applicant will also be required to ensure that the site comply with local, State of California and Federal law related to outdoor advertising displays (billboards) further contributing to the preservation of a positive community image.

The recommended mitigation measures and conditions of approval adopted by the Planning Division, in conjunction with the safeguards described above, have been developed and are intended to mitigate any potential adverse impacts to the adjacent uses and ensure that all potential impacts do not result in any adverse effects or be materially detrimental to the adjacent uses, buildings, or structures.

C. *That the site for the proposed use is of adequate size and shape to accommodate the use and buildings proposed;*

The subject property is sufficient in size and shape to accommodate the conditionally permitted billboard. The site upon which the billboard will be installed consists of approximately 12,723 square feet or 0.29 of an acre and is sufficient to accommodate the proposed billboard.

The proposed use and placement upon the relatively large manufacturing site is oriented to the I-710 in a manner that serve both residents and commuters within and outside the Lynwood community.

The subject site is well suited and appropriate for the development of the proposed billboard due to the heavy automobile traffic on along the I-710. As such, the proposed use is compatible with the surrounding uses, supports the

existing character of the area, and serves the needs of those who live, work, and visit the area.

D. *That the proposed use complies with all applicable development standards of the zoning district; and*

The subject review by Planning Commission for consideration and recommendation of a back-to-back, digital billboard with two (2), 672 square feet individual billboard signage displays totaling 1,344 square feet will ensure compliance with all of Lynwood's applicable development standards. The proposed sign's height and length of each individual sign face is fourteen feet by forty-eight feet (14' x 48') and well within the maximum standards for this proposed use (Code limitation is 25' x 60'). The instant site plan review request being considered by the Planning Commission has been analyzed and staff has determined that the proposed use meets all applicable development standards established by the City's zoning code and the Manufacturing land use category. The project's imposed conditions of approval will ensure that the billboard will complement the existing, adjacent uses.

Based upon the supporting facts, a finding is confirmed in the positive that the proposed sign complies with all applicable development standards associated with site's underlying zoning and billboard display requirements.

E. *That the proposed use observes the spirit and intent of this zoning code;*

The project proposes to develop a billboard in observance with the spirit and intent of the Zoning Code and the requirements of Lynwood Municipal Code. The proposed new billboard will be consistent and in observance with all zoning code regulations. In addition to the project complies with all code-required aspects of the municipal code and the project will also include the creation of a source of public information also consistent with the goals and objectives of the Lynwood Zoning Code.

As such, the proposed use will result in a project that observes the spirit and intent of the City's zoning code.

Public Notice Process

Pursuant to California Government Code Section 65091, a public hearing notice has been published in at least one newspaper of general circulation within the local agency. As such, the notice was published in the Los Angeles Daily Journal on March 29, 2022. In addition, the notice was posted at three (3) public locations, which included inside City Hall, outside City Hall at the kiosk, and on the City's website.

ATTACHMENTS

A. Development Agreement (DA)
B. Resolution No. 3444
C. Location Map
D. Aerial Map
E. Mitigated Negative Declaration No. 2021-46
F. Light Study
G. Project Plans and Color Rendering

ATTACHMENT A
DEVELOPMENT AGREEMENT

11104-06 Wright Road, Lynwood

Recording Requested by and
When Recorded Return to:

CITY OF LYNWOOD
11330 Bullis Road
Lynwood, CA. 90262
Attn: City Clerk

[Exempt From Recording Fee Per Gov. Code § 27383]

DEVELOPMENT AGREEMENT NO.

This Development Agreement ("Agreement") is entered into this day _____ of , 2021, ("Effective Date") by and between the CITY OF LYNWOOD, a California municipal corporation ("City") and Bulletin Displays, LLC ("Developer").

RECITALS

A. California Government Code Sections 65864, et seq., ("Development Agreement Law") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning and identifying the economic costs of such development.

B. Developer has a long-term leasehold interest ("**Site**") in a portion of the real property commonly known as 11104-6 Wright Road, in the City of Lynwood, in the County of Los Angeles (Assessor's Parcel Number 6194-029-006) (the "Property"), as more specifically described in **Exhibit "A"**, which Property is approximately 0.2921 acres in size and is improved with a commercial building, along with parking, landscaping and related improvements. Developer's Site is located near the eastern boundary of the Property and is adjacent to and visible from the 710 Freeway, as depicted on each Site Plan attached as **Exhibit "B"**.

C. Developer seeks to install on the Site an 87 foot tall billboard ("Billboard") containing a double-sided L.E.D. display ("Digital Display"), each face measuring 14 feet x 48 feet from the base of the display as depicted on **Exhibit "C"**, pursuant to the terms of this Agreement. In this Agreement, the Billboard and each Digital Display are sometimes referred to collectively as "Billboard" and sometimes the "Digital Display" is referred to specifically.

D. In exchange for the City's approval to install the **Billboard** and the **Digital Display** thereon, and in order to mitigate any impacts associated with the installation, Developer agrees to:

1. Pay to the City a development fee and provide other public benefits as set forth in Section 2.5 below, and

2. Install an illuminated sign on the Billboard naming the City of Lynwood at no cost to City with the final design agreed to between the City and Developer; and

3. Agree not to advertise on the Digital Display any content contrary to the provisions of Section 2.7 below.

E. The Site is located in the City's Manufacturing zone and has a General Plan designation of Industrial.

F. The Project, as defined below, requires a Site Plan approval, which Developer is pursuing through a duly-filed sign review approved by the City concurrently herewith.

G. Developer and City Agree that this Agreement should be approved and adopted to memorialize the expectations of City and Developer as more particularly described herein.

H. On _____, ____ 2021, the Planning Commission of the City, at a duly noticed hearing to consider the approval of this Agreement, adopted Resolution No. _____ recommending approval of this Agreement to the City Council and find the Project, as defined below, categorically exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to Section 15332 regarding Urban In-Fill Development Projects.

I. On _____, ____ 2021, the City Council of the City, at a duly noticed hearing to consider the approval of this Agreement, considered the proposal, heard testimony, and introduced Ordinance No. _____, subject to referral of consideration of the matter by the Planning Commission.

J. The City Council has found that this Agreement is in the best public interest of the City and its residents, that adopting this Agreement constitutes a present exercise of the City's police power, and that this Agreement is consistent with the City's General Plan. This Agreement and the proposed Project, as defined below, will achieve a number of City Objectives and public benefits.

K. On _____, 2021, the City Council held the second reading of Ordinance No. _____, hereby approving this Agreement.

L. City finds and determines that all actions required of City precedent to approval of this Agreement by Ordinance No. _____of the City Council have been duly and regularly taken.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals (which are incorporated into this Agreement as if set forth in full herein) of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS

1.1 **Definitions.** This Agreement uses a number of terms having specific meanings, as defined below. These specially defined terms are distinguished by having the initial letter capitalized, when used in the Agreement. In Addition to the terms defined in the Recitals above, the defined terms include the following:

1.1.1 "Agreement" means this Development Agreement and all attachments and exhibits hereto.

1.1.2 "Annual Net Revenue" means all income actually received by Developer in connection with the Billboard (net of any commissions paid by Developer to advertising agencies or brokers, not to exceed 16-2/3%). For the purposes hereof, any income described in this definition will not include the value of any in-kind usage of the Billboard by the City pursuant to Section 2.6 or any other in-kind usage for political messages or for public service messages from nonprofit organizations or for nonpaying clients who are testing the sign or given bonuses.

1.1.3 "Billboard" and "Digital Display" shall have the meanings ascribed in the Recital above

1.1.4 "City" means the City of Lynwood, a California municipal corporation and a general law city.

1.1.5 "City Council" means the City Council of the City.

1.1.6 "Developer" means Bulletin Displays, LLC, duly existing and operating and its successors and assigns, as further described in Section 8.20.

1.1.7 "Development Approval" means the approved Project, based on the approval of the City Council, as further described at Recital G and Section 3.3 herein.

1.1.8 "Effective Date" means the date inserted into the preamble of this Agreement, which is 30 days following approval of this Agreement by ordinance of the City Council, provided the Agreement is signed by the Developer and the City.

1.1.9 "Final Permits" shall be when all approvals necessary to construct the Billboard and the Digital Displays have been obtained from all applicable governmental and quasi-governmental authorities, including but not limited to any and all permits and approvals required by: (i) the Lynwood Municipal Code; (ii) the California Department of Transportation ("Caltrans") pursuant to the California Outdoor Advertising Act; (iii) applicable utilities affected by the construction; and (iv) CEQA and the State CEQA Guidelines.

1.1.10 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of City, including, but not limited to, the City's General Plan and Municipal Code, which govern the development and use of the Site, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of the Billboard, 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 Billboard at the Site which are in full force and effect as of the Effective Date of this Agreement. Land Use Regulations shall also include National Pollutant Discharge Elimination System ("NPDES") regulations, to the extent applicable.

1.1.11 "Lease" means the agreement between Developer and the Property owner granting Developer the legal right to install, operate and maintain the Billboard and Digital Display at the Site.

1.1.12 "Operational" means the date that all L.E.D. panels of the Digital Display are capable, legally and functionally, of displaying advertising or issuance of all governmental and Southern California Edison approvals, whichever is sooner.

1.1.13 "Project" means the installation, operation and maintenance of the Digital Display on the Billboard on the Site, all in accordance with the Development Approvals, and this Agreement.

1.1.14 "Site" shall have the meaning ascribed in Recital "B", above.

1.1.15 "Subsequent Land Use Regulations" means any Land Use Regulations that take effect after the Effective Date of this Agreement which may govern the Project.

1.1.16 "Term" shall have the meaning provided in Section 2.4, unless earlier terminated as provided for in this Agreement.

1.2 **Exhibits**. The following documents are attached hereto and are by this reference made a part of this Agreement:

Exhibit "A" (Legal Description of Property)
Exhibit "B" (Site Plan)
Exhibit "C" (Digital Display and Billboard Elevations)
Exhibit "D" (Form for the Annual Statement of Annual Net Revenues)

2. GENERAL PROVISIONS.

2.1 **Binding Effect of Agreement.** From and following the Effective Date, actions by the City and Developer with respect to the Project, including actions by the City on application for subsequent Development Approvals affecting the Site, shall be subject to the terms and provisions of this Agreement; provided however, that nothing in this Agreement shall be deemed or construed to modify or amend the Lease, or any of the Developer's obligations thereunder.

2.2 **Interest in Site**. City and Developer acknowledge and agree that Developer has a legal or equitable interest in the Site and is thus qualified to enter into and be a party to this Agreement under Development Agreement Law. Additionally, prior to the execution of this Agreement, Developer has allowed City to view a redacted copy of the Lease, which demonstrate that Developer has a long-term leasehold interest in the Site, which interest shall be maintained during the Term of this Agreement, at the discretion the Developer. If Developer's interest in the Lease is prematurely terminated, Developer may assign this Agreement as provided in Section 2.3, below. If Developer extends the Lease beyond the Term of this Agreement and this Agreement is not extended to the new Lease expiration date by the City, at the expiration of this Agreement, If Developer's interest in the Lease terminates before the expiration of this Agreement and Developer is not able to Assign this Agreement as provided in Section 2.3, Developer will remove the

Billboard and Digital Display and sign a written cancellation of this Agreement, as provided in Section 4.1.

2.3 **Assignment.** Developer shall not assign or otherwise transfer this Agreement, or its interest in the Site to any other person, firm, or entity, without City's written consent, which shall not be unreasonably withheld. An assignment of this Agreement shall be to a party that has demonstrated positive experience operating billboards similar to the Project, and who can provide evidence of adequate financial resources and expertise in securing advertisers for billboards similar to the Project. Developer shall notify City no later than ninety (90) days prior to any such proposed assignment and provide all documentation necessary for City to verify compliance with this requirement. Any transfer not meeting the requirements in this Section 2.3 shall be subject to the approval of the City Council. Any security posted by Developer may be substituted by the assignee or transferee. The prohibition against an assignment without reasonable City's approval shall not be required for, or deemed to prevent, (i) the renting or subleasing or licensing of space for advertisements or displays consistent with the customary uses and practices for billboards and message boards or (ii) the assignment of this Agreement to any affiliate of Developer or joint venture in which Developer participates provided that Developer submits evidence satisfactory to City that the principals who own and control Developer will maintain a majority controlling interest after consummation of such transaction and will have the ability to maintain a majority controlling interest throughout the Term, (iii) Developer, in any manner, at Developer's sole discretion, from encumbering Sites or any portion thereof or the Development or any improvement on the Sites thereon by any mortgage, deed of trust or other security device securing financing with respect to the Sites. The City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and the City agrees upon request, from time to time, to meet with Developer or Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. Subject to compliance with applicable laws, the City will not withhold its consent to any such requested interpretation or modification, provided the City determines such interpretation or modification is consistent with the intent and purposes of this Agreement. Upon reasonable approval by the City Attorney as to form, the City authorizes the City Manager to execute any Notices of Consent to Assignment on behalf of the City or similar financial documentation.

2.4 **Term of Agreement.** Unless this Agreement is earlier terminated as provided for herein, this Agreement shall continue in full force and effect for thirty (30) years after the date the Digital Display becomes Operational or the removal of the Digital Display, whichever is earlier ("Term"). The Parties may extend the Term or amend the terms of this Agreement by written amendment, subject to approval of the City Council. If the parties are unable to agree to extend the Term; then, within thirty (30) days after the expiration or termination of this Agreement, the parties shall execute a written cancellation of this Agreement, which shall be recorded with the County Recorder at the City's expense pursuant to Section 8.1 below

2.5 **Public Benefits.**

2.5.1 *Development Fees.*

(a) Minimum Annual Guarantee ("MAG"). In addition to the one-time development fee required under Section 2.5.1(a), Developer shall pay City an annual MAG

fee of $75,000.00 (the "MAG Fee") during the Term of this Agreement payable in equal monthly installments paid to the City on or before the fifteenth (15th) day of the first month following Digital Display becoming Operational and each month thereafter. The MAG shall be increased annually on the anniversary of the Digital Display becoming Operational by the greater of 2% or the annual increase in the Consumer Price Index as measured by the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim area, or successor or equivalent index in case such index is no longer published.

Commencing year ten (10) of the Term of this Agreement, the MAG shall increase to a minimum of One Hundred Thousand Dollars ($100,000) per year payable in equal monthly installments to the City and adjusted annually in accordance with this Subsection (a).

(b) Percentage Fee. To the extent that ten percent (10%) (the "Annual Revenue Share Percentage") of the Annual Net Revenue exceeds the MAG (or the prorated MAG for the 1st and last year of the Term) as of March 31st of every year starting the year after the MAG Commencement Date, Developer shall make an additional payment to the City by March 31st of each year of the Term in the amount by which (i) the Annual Revenue Share Percentage multiplied by (ii) the Annual Net Revenue collected by Developer for the immediate preceding Term year exceeds the MAG amount paid by Tenant to the City pursuant to Section 2.5.1(b) for such Term year. In no event shall the amount of the Development Fees due under Section 2.5.1 of this Agreement be less than the MAG.

(1) Reports. Developer shall furnish to City an annual statement of Annual Net Revenue for the Digital Display by March 31st of each year of the Term. Such statement shall be in a form listed in **Exhibit D**. Each statement shall be signed and certified to be correct by a duly authorized officer of Developer or by the head of their accounting department. Developer shall keep and make available complete and materially accurate books of account, records, cash receipts and other pertinent data, in accordance with good accounting practices, showing the Annual Net Revenue, including without limitation, materially accurate records of every sale and other sales transaction made for any advertising display on the Digital Display and any commissions paid by Developer to an agency or broker. Such books of account, records, cash receipts, or other pertinent data shall be kept for a period of no less than four (4) years after the end of each year. The receipt by City of any statement, or any payment of the Percentage Fee for any period, will not bind City as to the correctness of the statement or payment.

(2) Inspection and Audit. City, at its sole option, shall be entitled, at any time and from time to time during the Term and during normal business hours and with prior written notice to Developer, to inspect, examine, copy and audit Developer's books, records and cash receipts as related to Annual Net Revenue. Developer shall cooperate fully with City and City's agents in making the examination. City, at its option, will also be entitled once during each year of the Term and once after the Expiration Date or other termination of this Agreement, to cause an independent audit of such records to be performed by a certified public accountant designated by City, provided such accountant is not paid on a contingency fee basis. The audit will be conducted during usual business hours at Developer's office located at 3127 E.

South Street, Suite B, Long Beach, CA 90805, unless another location is mutually agreed upon. If the audit shows that there is a deficiency in the payment of any Percentage Fee, then Developer shall promptly upon notice pay the deficiency to City which payment will not require any penalty or other late fee. City will pay the costs of the audit unless the audit shows that Developer understated Annual Net Revenue by more than three (3%) percent in which case Developer shall pay all reasonable out-of-pocket costs paid to third party consultants and incurred by City in connection with the audit.

(c) *Late Charge; Default Interest.*

(1) Late Charge. If Developer fails to pay any payments or fees required under this Agreement after the same is due and payable, such unpaid amount shall be subject to a late payment charge equal to five percent (5%) of the unpaid amount in each instance. The late payment charge has been agreed upon by City and Developer, after negotiation, as a reasonable estimate of the additional administrative costs and detriment that City will incur as a result of any such failure by Developer, the actual costs thereof being extremely difficult—if not impossible—to determine. The late payment charge constitutes liquidated damages to compensate City for its damages resulting from such failure to pay, and Developer shall promptly pay such charge to City together with any unpaid interest.

(2) Default Interest. If any payments or fees are not paid following the due date, such unpaid amount will bear simple interest at the rate of 10% per year or the maximum permitted by law, whichever is lower ("Default Rate") from the due date until paid. However, interest will not be payable on late charges incurred by Developer, nor on any amounts on which late charges are paid by Developer to the extent this interest would cause the total interest to be in excess of that which an individual is lawfully permitted to charge. Payment of interest will not excuse or cure any default by Developer.

(3) Application of Payments. All payments received by City from Developer will be applied to the corresponding obligation owed by Developer to City. No designation by Developer, either in a separate writing, on a check or money order, or otherwise will modify this Agreement or have any force or effect.

2.5.2 *Processing Fee.* Developer has paid to City a one-time, nonrefundable processing fee ("Processing Fee") in the amount of Twenty Thousand Dollars ($20,000.00), which shall be used to pay City for the following: (1) City staff's costs for the review and processing of this Development Agreement separate from the processing of such other building and planning entitlements or CEQA review in connection with the Digital Display and (2) City's costs associated with costs of the City's legal counsel or any other of City consultants associated with the preparation, processing, and review of this Agreement. If the actual cost of processing the application exceeds the Processing Fee, Developer agrees to pay the excess within 30 days of receipt of the invoice. The Processing Fee shall be separate from all fees which are standard and uniformly applied to similar projects in the City, including, but not limited to, business license fees (due by Developer to City annually), one-time plan check fee and building permit fee and any other fees imposed by the City as may be applicable.

2.6 **City Usage of Digital Display.** To the extent that commercial advertising time on the Billboard is unsold and available, City shall have the right to use up to five percent (5%) of the total advertising time to promote civic and public purposes that serve the needs of the City and its residents, including but not limited to, City events and programs (such usage "City Usage"). City Usage shall be displayed (subject to the terms of this Agreement) during the operation of the Digital Display in increments, equally spread throughout each 24-hour day on a space available basis as long as the City obtains 5% on an annual basis if they request it (any time not requested is lost at the end of each year and does not accumulate to the next year), and otherwise in the same manner as other commercial advertising displayed on the Digital Display. The City shall submit all proposed copy to Developer not less than five (5) business days prior to the date the copy is proposed to be displayed. All proposed City Advertising copy shall be prepared and submitted at the City's sole cost, shall be in a format ready for posting on the Digital Display per Developer's posting specification sheet, and shall be subject to Developer's standard advertising copy rejection and removal policies, which allow Developer to approve or disapprove copy and remove copy once posted or displayed. City represents and warrants that all copy, content and materials supplied by City to Developer for display under this Agreement: (i) are owned or duly licensed by City and do not infringe or misappropriate the rights of any other person or entity; (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which City and/or Developer may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (iv) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party. Any content provided by City shall be owned and belong exclusively to the City, and Developer shall not reproduce, sell, or give away any such content without the advance written consent of the City.

2.6.1 *Emergency Notifications.* Without any offset in the City Usage described above and at no cost to the City and as further consideration for the use and occupancy of Premises, Tenant shall make the Digital Display available to Caltrans and the California Highway Patrol on a space available basis for purposes of "Amber Alerts" and for emergency or disaster notifications by local, state, or federal agencies.

2.6.2 *Jurisdictional Sign.* In addition, Developer agrees to construct and install on the Billboard an illuminated jurisdictional sign naming the City of Lynwood at no cost to City with the final design agreed to between the City and Developer.

2.6.3 *City Facility Authorized.* Upon mutual agreement of Developer and the City's Manager, the City or Developer may install telecommunication equipment (the "Equipment") on the pole at a cost to be paid by the telecommunication company and if all Parties and the telecommunication enter into a indemnification, defense and hold harmless agreement regarding the Equipment acceptable to Developer and the City and the Developer approve of the modifications requested by the telecommunication company and enter into a lease with the telecommunication company. This clause is subject to the unilateral approval of Developer's landlord which can refuse for any reason, reasonable or not.

2.6.4 *Fixed Facility Fee:* Should City and Developer enter into an agreement with a telecommunication company and Developer's landlord for the installation of an antenna or wireless communication device for cellular, wi-fi or other service on the Billboard pole or structure (the "Device"), the City and Developer shall share equally the gross revenue collected as a result of the Device as additional revenue after the Developer's landlord portion of the gross revenue is deducted. The party receiving the additional revenue from the telecommunication company shall have the right to review and audit the revenue received within 30 days upon request by the other party.

2.7 **Prohibited Use.** Developer shall not utilize any of the Digital Displays to advertise or display messages that are:

2.7.1 inherently false, misleading, or libelous (i.e., speech that is incapable of being presented in a manner that is not misleading);

2.7.2 promotes the sale of firearms, tobacco products, whether directly or indirectly;

2.7.3 promotes sexually oriented materials, adult businesses, entertainment, products, conventions, events, or websites; and

2.7.4 promotes any product, service or activity illegal under federal, state, or local law.

3. DEVELOPMENT AND IMPLEMENTATION OF THE PROJECT.

3.1 **Rights to Develop Billboard on the Site.** Subject to and during the Term of this Agreement, Developer shall have the right to develop the Project on the Site in accordance with, and to the extent of, the Final Permits, the Land Use Regulations, and this Agreement, provided that nothing in this Agreement shall be deemed to modify or amend the Lease.

3.2 **Effect of Agreement on Land use Regulations.** The rules, regulations and official policies governing permitted uses of the Site, the density and intensity of such uses, the maximum height and size of proposed structures, and the design, improvement and construction standards and specifications applicable to the development of the Project shall be as set forth in the Land Use Regulations, as such term is defined in Section 1.1.10, which are in full force and effect on the Effective Date.

3.3 **Development Approvals.** Developer shall, at its own expense and before commencement of demolition, construction or development of any structures or other work of improvement upon the Site, secure or cause to be secured all necessary Development Approvals, which shall include any and all permits and approvals which may be required by City or any other governmental agency or utility affected by such construction, development or work to be performed by Developer, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act ("CEQA") if any, although the Project will be processed as categorically exempt from CEQA pursuant to Section 15332 regarding Urban In-Fill Development Projects. Not by way of limiting the foregoing, in developing and constructing the

Project, Developer shall comply with all (1) development standards in City's Municipal Code applicable on the Effective Date, (2) NPDES requirements pertaining to the Project applicable on the Effective Date, (3) all applicable building codes applicable on the Effective Date, except as the Project may be permitted through approved variances and modifications, and (4) all Caltrans rules and regulations necessary to obtain an Outdoor Advertising Permit including a Relocation Agreement, if required. Developer shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by City in connection with the Project which are standard and uniformly applied to similar projects in the City.

3.3.1 *Relocation.* The City shall cooperate and assist the off-site advertising sign Developer with complying with federal, state and local laws for any off-site advertising sign that was approved by a development agreement; including but not limited to assistance with a relocation per Bus. & Professions Code, Section 5412 for any of the off-site advertising sign locations that are in landscaped classified areas per state law. The Parties acknowledge that the Property located at 11350 Wright Road, in the City of Lynwood, in the County of Los Angeles (Assessor's Parcel Number 6194-031-007) is on a landscaped section of the Long Beach (710) Freeway and that Developer will need to pursue a relocation per Bus. & Professions Code, Section 5412. Therefore City desires to support and cooperate in the necessary relocation processes for permitting the construction and operation of billboards on the Property since the relocation allows the City to continued development in a planned manner for the general welfare and benefit of the public. All cost and expense associated with relocation shall be borne solely by the Developer unless otherwise provided by law.

3.4 **Timing of Project.** Developer shall commence the Project within one-hundred forty (140) days after obtaining the Final Permits. "Commencement" of the Project is herein defined as the start of construction of the Billboard on the Site under the applicable Final Permits. In the event Developer fails to commence such construction within one-hundred forty (140) days after obtaining the Final Permits, and after compliance with Section 5.3, either party hereto may terminate this Agreement by delivering written notice to the other party, and, in the event of such termination, neither party shall have any further obligation hereunder. However, if circumstances within the scope of Section 8.10 delay the commencement or completion of the Project, it would not constitute grounds for any termination rights found within this Agreement. In such case, the timeline to commence or complete the relevant task shall be extended in the manner set forth at Section 8.10. Notwithstanding the above, Developer shall, at all times, comply with all other obligations set forth in this Agreement regarding construction of the Project on the Site. Developer shall also maintain and operate the Billboard at all times during the Term of this Agreement in compliance with the provisions set forth below:

3.4.1 *Maintenance*. Developer, for itself and its successors and assigns, hereby covenants and agrees to be responsible for the maintenance and repair of the Billboard, including but not limited to, the Digital Displays installed thereon, and all related on-Site improvements, easements, rights-of-way and, if applicable, at its sole cost and expense, including, without limitation, poles and lighting, in good repair, free of graffiti, rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all federal, State, and local bodies and agencies having jurisdiction over the Site.

Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Billboard; (ii) ongoing maintenance by the Developer of any access area to the Billboard to minimize dust caused by the Project; (iii) the adequate and complete removal or painting over of all graffiti within 48 hours of notice of such graffiti being affixed on the Billboard; and (iv) the repair, replacement and repainting of the structure and the Digital Displays as necessary to maintain such Billboard in good condition and repair.

3.4.2 Developer shall comply with the standards as adopted by the Outdoor Advertising Association of America, Inc. (OAAA), including but not limited to, the 0.3 foot-candles limitation over ambient light levels at 250 feet, and ensuring additional flexibility in reducing such maximum light level standard given the lighting environment, the obligation to have automatic diming capabilities, as well as providing the City's Planning Manager or designee with a designated Developer employee's phone number and/or email address for emergencies or complaints that will be monitored 24 hours a day/7 days per week.

3.4.3 In the event ten percent (10%) or more of the digital sign face is not operating correctly or in the event of a malfunction, Developer shall immediately turn the entire display off, or show a one hundred percent (100%) black image on the display until corrected.

3.5 **Changes and Amendments.** Developer may determine that changes to the Development Approvals are appropriate and desirable. In the event Developer makes such a determination, Developer may apply in writing for an amendment to the Development Approvals to effectuate such change(s). The Parties acknowledge that City shall be permitted to use its inherent land use authority in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing the City shall use reasonable discretion and shall not apply a standard different than that used in evaluating requests of other developers. Accordingly, under no circumstance shall City be obligated in any manner to approve any amendment to the Development Approvals. The City Manager shall be authorized to approve, without processing an amendment to this Agreement, any non-substantive amendment to the Development Approvals that does not: (i) adversely impact and/or diminish Developer's or City's rights as provided hereunder and (ii) affect and/or block the visibility of the Digital Display or accessibility to the Billboard or (iii) decreases the public benefits set forth herein. All other amendments shall require approval of the City Council. Nothing herein shall cause Developer to be in default under this Agreement if it upgrades the Digital Display or the Billboard to incorporate newer technology or design; provided Developer shall secure all applicable ministerial permits to do so and such upgrade is consistent with the dimensions provided in this Agreement.

3.6 **Reservation of Authority**

3.6.1 *Limitations, Reservations and Exceptions.* Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Project:

(a) Processing fees and charges of every kind and nature imposed by City to cover the estimated actual costs to City of processing applications for amendments to the Development Approvals.

(b) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

(c) Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, as adopted by City as Subsequent Land Use Regulations, if adopted prior to the issuance of a building permit related to an amendment to the Development Approval. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, developer may terminate this Agreement upon ninety (90) days prior written notice.

(d) Regulations that are not in conflict with the Development Approvals or this Agreement.

(e) Regulations that are in conflict with the Development Approvals or this Agreement, provided Developer has given written consent to the application of such regulations to the development of the Project.

(f) Applicable Federal, State, County, and multi-jurisdictional laws and regulations which the City is required to enforce against the Site or the development of the Project and that do not have an exception for existing signs or legal nonconforming uses.

3.6.2 *Future Discretion of City.* This Agreement shall not prevent City from denying or conditionally approving any application for a subsequent development approval on the basis of Subsequent Land Use Regulations.

3.6.3 *Modification or Suspension by Federal, State, County, or Multi-Jurisdictional Law.* In the event that applicable federal, State, County, or multi-jurisdictional 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, and there is no exception for the legal nonconforming use, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such federal, State, County, or multi-jurisdictional laws or regulations, and 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.

3.7 **Regulations by Other Public Agencies.** It is acknowledged by the parties that other public agencies not subject to control by City may possess authority to regulate aspects of the development of the Project as contemplated herein, and this Agreement does not limit the authority of such other public agencies. Developer acknowledges and represents that, in addition to the Land Use Regulations, Developer shall, at all times, comply with all applicable federal, State and local laws and regulations applicable to the Billboard and Site that do not have an exception for a legal

nonconforming use. To the extent such other public agencies preclude development or maintenance of the Project and do not have an exception for a legal nonconforming use, Developer shall not be further obligated under this Agreement except as provided in Section 4.1. Notwithstanding the foregoing, if such action by another public agency materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.8 **Public Improvements.** Notwithstanding any provision herein to the contrary, City shall retain the right to condition any subsequent development approvals to require Developer to pay any required development fees, and/or to construct the required public infrastructure at such time as City shall determine.

3.9 **Fees, Taxes Assessments.** This Agreement shall not prohibit the application of customary fees, taxes, or assessments upon the Site.

4. REMOVAL OF BILLBOARDS

4.1 **Removal of Digital Display by Developer.** If the Parties do not extend the Term of this Agreement pursuant to Section 2.4 above, or if Developer breaches this Agreement after notice and a right to cure as provided in Section 5.3, or if the Developer's lease with the property owner otherwise terminates before the expiration of this Agreement or following the natural expiration of the Term or extensions thereof, Developer shall remove the Digital Display before lease termination and cancel this Agreement as provided in Section 2.4. If Developer does not timely remove the Digital Display and other improvements as required by this Section, City may, but shall not be required to, remove or cause the removal of the Digital Display and related structures on the Premises at Developer's expense and return the structures to the Developer or scrap them if Developer does not accept them. If Developer does not timely remove the Digital Display and other improvements as required by this Section and the City does not remove the sign, the City cannot operate the sign or allow anyone else to operate the sign. Developer shall reimburse City within thirty (30) days of receipt of an itemized accounting of the cost for such removal.

If the Lease terminates before the expiration of this Agreement, Developer will remove the Billboard concurrently with the Lease termination and cancel this Agreement as provided in Section 2.4. If Developer does not timely remove the Billboard and other improvements as required by this Section, City may, but shall not be required to, remove or cause the removal of the Billboard at Developer's expense and return the structures to the Developer or scrap them if Developer does not accept them. If Developer does not timely remove the Digital Display and other improvements as required by this Section and the City does not remove the sign, the City cannot operate the sign or allow anyone else to operate the sign. Developer shall reimburse City within thirty (30) days of receipt of an itemized accounting of the cost for such removal.

4.2 **City's Right to Removal.** Provided Developer is not in material breach hereof and subject to the notice and cure provisions in Section 5.3 herein, City will not have the right to: (i) remove the Digital Display, (ii) limit access to the Digital Display, or (iii) limit the visibility of the Digital Display, in any way, which is under their control. Should Developer breach this

Agreement, City may only require removal of the Digital Display subject to Developer's rights in Section 4.1.

5. REVIEW FOR COMPLIANCE.

5.1 **Annual Review.** The City may review this Agreement annually, at City's sole cost, to ascertain Developer's good faith compliance with the terms of the Agreement ("Annual Review"). However, no failure on the part of City to conduct or complete an Annual Review as provided herein shall have any impact on the validity of this Agreement. Developer shall cooperate with City in the conduct of any Annual Review and timely provide the following information and documentation to City: (1) description of all complaints received regarding the Billboard that were unrelated to the content of any message displayed, (2) any updates to Developer's contact information, (3) status and amount of all payment obligations to the City required under this Agreement, (4) any easement or Lease changes that could in any way materially impact the City or Developer's obligations under this Agreement, (5) any utility changes that could in any way materially impact the City or the obligations under this Agreement, and (6) any maintenance issues addressed or needing to be addressed that were raised by the City per the maintenance requirements herein.

5.2 **City Rights of Access.** Subject to City's execution of a permit to enter the Property, City's officers, employees, agents and contractors, shall have the right, at their sole risk and expense, to enter the Site at all reasonable times and with as little interference as possible to the operation of the Billboard thereon, for the purpose of assuring compliance with this Agreement, conducting the annual review under this Section 5, as well as inspecting the construction, reconstruction, relocation, maintenance, repair and service of any public improvements or public facilities located on the Site, or to perform any rights of the City under Section 4.2 above. Any damage or injury to the Site or to the Billboard thereon resulting from such entry shall be promptly reported to the Developer to assess the proper repair procedure that the City shall solely pay for, unless an emergency, where under the City can do a repair at the City's sole expense and then report the damage and repair to the Developer. Notwithstanding the foregoing, or any other provision in this Agreement (including without limitation Section 4.2 above), City shall have no right to enter the Site unless and until City executes and delivers to Developer a permit to enter (except that this provision is not intended to interfere with the City's police powers to address any nuisance, dangerous condition, or other condition pursuant to the City's ordinances). Notwithstanding anything to the contrary herein, in no event will City representatives ever climb up the pole of the Billboard during any inspection.

5.3 **Procedure.** Each party shall have a reasonable opportunity to assert matters, which it believes, have not been undertaken in accordance with the Agreement, to explain the basis for such assertion, and to receive from the other party a justification of its position on such matters. If either party concludes that the other party has not complied in good faith with the terms of the Agreement, then such party may issue a written "Notice of Non-Compliance" ("Notice") specifying the grounds therefore and all facts demonstrating such non-compliance. The party receiving a Notice shall have thirty (30) days to cure or remedy the non-compliance identified in the Notice, or if such cure or remedy is not reasonably capable of being carried out to completion within such thirty (30) day period, to commence to cure or remedy the noncompliance and to diligently and in good faith prosecute such cure or remedy to completion. If the party receiving the Notice does not believe it is

out of compliance, it may contest the Notice by responding in writing to said Notice within thirty (30) days after receipt of the Notice. If a response to the Notice has not been received in the offices of the party alleging the non-compliance within the prescribed time period, the Notice shall be conclusively presumed to be valid. If a Notice is contested, the parties shall, for a period of not less than fifteen (15) days after receipt of the response, seek to arrive at a mutually acceptable resolution of the matter(s) occasioning the Notice. In the event a cure or remedy is not timely effected or, if the Notice is contested and the parties are not able to arrive at a mutually acceptable resolution of the matter(s) by the end of the fifteen (15) day period, the party alleging the non-compliance may thereupon pursue the remedies provided in Section 6. Neither party hereto shall be deemed in breach of this Agreement if the reason for non-compliance is due to a "force majeure" as defined in, and subject to the provisions of Section 8.10.

5.4 **Certificate of Agreements Compliance.** If, at the conclusion of an Annual Review or a Special Review, Developer is found to be in compliance with this Agreement, City shall, issue a Certificate of Agreement Compliance ("Certificate") to Developer stating that, after the most recent Annual Review or Special Review, and based upon the information known or made known to the City Manager and City Council: (1) this Agreement remains in effect and (2) Developer is in compliance. The Certificate, whether issued after an Annual Review or Special Review, shall be in recordable form and shall contain information necessary to communicate constructive record notice of the finding of compliance. Developer may record the Certificate with the County Recorder. Additionally, Developer may, at any time, request from the City a Certificate stating, in addition to the foregoing, which obligations under this Agreement have been fully satisfied with respect to the Site.

6. DEFAULT AND REMEDIES

6.1 Termination of Agreement.

6.1.1 *Termination of Agreement for Material Default of Developer.* City, in its discretion, may terminate this Agreement for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default" or "breach") after complying with the notice and cure period set forth in Subsection 5.3. In the event of a termination by City under this Section 6.1.1, Developer acknowledges and agrees that City will retain all Fees paid to City and accrued up to the date of the termination. However, this Section 6.1.1 shall have no effect on Developer's rights as set forth in section 4.1.

6.1.2 *Material Default of City.* Developer, in its discretion, may terminate or seek any other remedy it deems appropriate for any material failure of City to perform any material duty or obligation of City hereunder or to comply in good faith with the term of this Agreement; provided, however, Developer may seek such remedy pursuant to this Section only after following the procedure set forth in Section 5.3.

6.1.3 *Rights and Duties Following Termination.* After termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to (i) any obligations to have been performed prior to said termination, (ii) any default in the

performance of the provisions of this Agreement that occurred prior to said termination, (iii) Developer's obligation to remove the Digital Display pursuant to Section 4.1 or (iv) any continuing obligations to indemnify the other party.

7. INSURANCE, INDEMNIFICATION AND WAIVERS.

7.1 Insurance.

7.1.1 *Types of Insurance.*

(a) *Liability Insurance.* Beginning on the Effective Date hereof and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for the mutual benefit of City, as additional insured, and Developer, comprehensive broad form general liability insurance against claims and liabilities covered by the indemnification provisions of section 7.2. Developer has agreed to indemnify City hereunder to the extent of the liability insurance coverage with respect to its use, occupancy, disuse or condition of the Site, improvements or adjoining areas or ways, affected by such use of the Site or for property damage, providing protection of a least Two Million Dollars ($2,000,000) for bodily injury or death to any one person, at least Four Million Dollars ($4,000,000) for any one accident or occurrence, and at least One Million Dollars ($1,000,000) for property damage. Developer shall also furnish or cause to be furnished to City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same coverage required of Developer.

(b) *Worker's Compensation.* Developer shall also furnish (or cause to be furnished) to City evidence that Developer and any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder maintains and carries worker's compensation insurance as required by law.

(c) *Insurance Policy Form, Sufficiency, Content and Insurer.* All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A-". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the insurer waives the right of subrogation against City and against City's agents and representatives except as provided in this section; (ii). Developer shall furnish City with certificates evidencing the insurance and City shall be named as an additional insured on all liability policies of insurance required to be procured by the terms of this Agreement.

7.2.1 *Failure to Maintain Insurance and Proof of Compliance.* Developer shall deliver to City, in the same manner required for notices, copies of certificates of all insurance policies required of each policy within the following time limits:

(a) For insurance required above, within seven (7) days after issuance of the Final Permits; and

(b) The City can request to see updated copies of the current certificates of all insurance policies required. The City reserves the right to obtain copies of the entire insurance policy, including endorsements.

If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that the insurance has been procured and is in force and paid for, after complying with the requirements of Section 5.4, the City may view such failure or refusal as a default hereunder.

7.2 **Indemnification**

7.2.1 *General.* Developer shall indemnify City, and its respective officers, employees, and agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the work, operations, or activities of Developer, its agents, employees, subcontractors, or invitees, hereunder, upon the Site. The City will promptly notify the permittee of any such claim, action, or proceeding against City and will cooperate fully in the defense. To this end:

(a) Developer will defend any action or actions filed in connection with any of said claims or liabilities covered by the indemnification provisions herein and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith, which attorneys will be the attorneys hired by the insurance company where insurance coverage applies.

(b) Developer will promptly pay any judgment rendered against the City or its respective officers, agents, or employees for any such claims or liabilities arising out of or in connection with such work, operations, or activities of the Developer hereunder, and Developer agrees to save and hold the City and its respective officers, agents, and employees harmless therefrom.

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

7.2.3 *Additional Coverage.* Without limiting the generality of the foregoing, Developer's indemnity obligation shall include any liability arising by reason of:

(a) Any accident or other occurrence in or on the Site causing injury to any person or property whatsoever caused by Developer.

(b) Any failure of Developer to comply with performance of all of the provisions of this Agreement.

(c) Any harm, delays, injuries or other damages incurred by any party as a result of any subsurface conditions on the Site caused solely by Developer, including but not

limited to, the presence of buried debris, hazardous materials, hydrocarbons, or any form of soil contamination.

7.2.4 Loss and Damage. Except as set forth below, City shall not be liable for any damage to property of Developer or others located on the Site, nor for the loss of or damage to any property of Developer or others by theft or otherwise. Except as set forth below, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Site, or by any other cause of whatsoever nature. The foregoing two (2) sentences shall not apply: (i) to the extent City or its agents, employees, subcontractors, invitees or representatives cause such injury or damage when accessing the Site, (ii) to the extent covered in any permit to enter executed by the City, or (iii) to negligent or willful acts or omissions of the City, its employees, officials, representatives or agents.

7.2.5 *Period of Indemnification.* The obligations for indemnity under this Section 7.2 shall begin upon the Effective Date and shall survive termination of this Agreement, provided the actions or omissions subject to indemnification above shall have occurred prior to termination.

7.3 **Waiver of Subrogation.** Developer and City each agrees that it shall not make any claim against, or seek to recover from the other or its agents, servants, or employees, for any loss or damage to it or to any person or property relating to this Project, except as specifically provided hereunder which includes but is not limited to, a claim or liability arising from the sole negligence or willful misconduct of the City, its officers, agents, or employees.

8. MISCELLANEOUS PROVISIONS.

8.1 **Recordation of Agreement.** This Agreement shall be recorded with the County Recorder by the City Clerk within 10 days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

8.2 **Entire Agreement.** This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which 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.

8.3 **Severability.** If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main purpose of this Agreement, which is to allow the Project to be permitted and operated and to provide a public benefit to the City; otherwise, this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

8.4 **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. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

8.5 **Section Headings.** All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

8.6 **Singular and Plural.** As used herein, the singular of any word includes the plural.

8.7 **Time of Essence.** Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

8.8 **Waiver.** Failure of 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.

8.9 **No Third-Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit for the Parties, as well as their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

8.10 **Force Majeure.** Notwithstanding anything to the contrary herein, neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government actions and regulations (other than those of the City), court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of each such event, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years and further provided that if such delay is longer than six (6) months, Developer may terminate this Agreement upon written notice to City.

8.11 **Mutual Covenants.** The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance of the covenants to be performed hereunder by the benefited party.

8.12 **Counterparts.** This Agreement may be executed by the parties in duplicate counterparts, which counterparts shall be construed together and shall have the same effect as if all of the parties had executed one and the same instrument.

8.13 **Litigation.** Any action at law or in equity arising under this Agreement or brought by any 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, or such other appropriate court in said county. Service of process on City shall be made in accordance with California law. Service of process on Developer shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between City and Developer seeking enforcement of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party is entitled under this Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorneys' fees.

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

8.15 **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 activity, 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, on the one hand, and the holder of a legal or equitable interest in such property on the other hand. City agrees that by its approval of, and entering into, this Agreement, that it is not taking any action which would transform this private Project into a "public work" project, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private project into a public work project, it being understood that this Agreement is entered into by City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement which are incorporated into this Agreement and made a part hereof, and that City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement.

8.16 **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, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

8.17 **Eminent Domain.** No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain or Developer's right to seek and collect just compensation or any other remedy available to it.

8.18 **Amendments in Writing/Cooperation.** This Agreement may be amended only by written consent of both parties specifically approving the amendment and in accordance with the Government Code provisions for the amendment of development agreements. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Non-substantive amendments to the Development Approvals may be approved without amending this Agreement as provided in Section 3.5.

8.19 **Corporate Authority.** The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

8.20 **Notices.** All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested; and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing by providing notice to the other party:

To City:	City of Lynwood 11330 Bullis Road Lynwood, CA 90262 Attn: City Manager
With Copy to:	Alvarez-Glasman & Colvin 13181 Crossroads Parkway North, Suite 400 City of Industry, CA 91746 Attn: Noel Tapia, City Attorney
To Developer	Bulletin Display, LLC Official Land Lease Notice 3127 E. South Street, Suite B Long Beach, CA 90805 Attn: Mark A. Kudler

8.21 **Nonliability of City Officials.** No officer, official, member, employee, agent, or representatives of City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, or representative.

8.22 **No Brokers.** City and Developer represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

8.23 **No Amendment of Lease.** Nothing contained in this Agreement shall be deemed to amend or modify any of the terms or provisions of the Lease. Nothing contained in this Agreement shall constitute or be deemed to constitute a limit on any of Developer's obligations under the Lease.

8.24 **Counterparts.** This Agreement may be signed in any number of duplicate counterparts, each of which, when combined, shall constitute one and the same document.

(Signatures on Next Page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

"City"
CITY OF LYNWOOD

Date:_____

_____
Marisela Santana, Mayor

ATTEST:

_____
Maria Quinonez, City Clerk

APPROVED AS TO FORM

_____
Noel Tapia, City Attorney

"Developer"
BULLETIN DISPLAYS, LLC

Date:_____

_____
Its: Mark A. Kudler

[*Principle Signatures to be Notarized*]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

(See Following Page)

11104-06 Wright Rd. Lynwood, CA 90262; also known as Los Angeles County Assessor's No. 6194-029-006

LEGAL

PARCEL 1,
The Southerly 80 feet of the Northerly 140 feet of the following described land:

That portion of Lot 4 of the Downey and Hellman Tract, in the City of Lynwood, as per map recorded in Book 3, Page 31 of Miscellaneous Records, in the Ottice of the county Recorder of said County, together with that portion of the Rancho San Antonio, in said City, County and State, described as follows:

Beginning at a point in the westerly line of the Los Angeles County Flood Control District, right-of-way, as per deed recorded in Book 7077, Page 176 of Deeds, in said County Recorder's office, distant thereon North 6° 55' 46" East, 100.45 feet from the intersection thereof with the North line of the land described in the deed to Ebeneser Burr, recorded in Book 11698 Page 101 of Official Records in said County Recorder's Officer; thence north 76° 47' 30" West, 106,13 feet to the true point or beginning; thence North 5° 21' 07" West 81.00 feet to the beginning of a curve, concave Westerly, having a radius of 2890,00 feet: thence Northerly along said curve, through an angle of 10° 13' 45", an arc distance of 515,96 feet to a point on the South line of Lot 4 of the Downey and Hallman Tract, as per map recorded in Book 3, Page 31 of Miscellaneous Records, in said Office at the County Recorder, distant thereon south 83° 48' 03" East 171,01 feet from the intersection of said South line with the East line of Wright Road, 50,0o feet wide, as shown on map of Tract No. 10634, recorded in Book 165, Pages 40 to 42, inclusive of Maps, records of said County; thence continuing Northerly along said curve to a line which bears North 74° 51' 26" East, from a point in the southerly line of said Lot 4, that is distant thereon South 83° 46' 03" East 67.35 feet from the East line of said Wright Road thence South 74° 51' 26" West 158,72 feet, more or less, to the East line of said Wright Road; thence along said East line, South 15° 08' 34" East 313.73 feet, more or less, to an angle point therein; thence continuing along said East line, South 19° 08' 58" West 231.74 feet, more or less, to a point that is distance thereon North 19° 08' 58" East 131.00 feet from the most Northwesterly corner of the land described in said deed to Ebenezer Burr; thence south 76° 47' 30" East 265.62 feet, more or less, to the true point of beginning,

PARCEL 2:

An easement for building and party wall over the Northerly six and one-halt inches of the following described land:
The Southerly 100 feet of the Northerly 240 feet of that portion of Lot 4 of the Downey and Hellman Tract, in the City of Lynwood, as per map recorded in book 3, Page 31 of Miscellaneous Records in the Office of the County Recorder of said County, together with that portion of the Rancho San Antonio, in the said City, County and State, descried as follows:

Beginning at a point in the Westerly line of the Los Angeles County Flood Control District, Right-of-Way, as per map recorded in Book 7077, Page 176 of Deeds, in said county Recorder's Office, distant thereon North 6° 55' 45" East, 100,45 feet from the intersection thereof with the North line of the land described in the Deed to Ebenezer Burr, recorded in Book 11698, Page 101 of Official Records, in said County Recorder's Office; then North 76° 47' 30" West, 106.13 feet to the true point curve concave Westerly, having a radius of 2890,00 feet; thence Northerly along said curve though an angle of 10° 13' 45", an arc distance of 515.96 feet to a point on the South line of Lot 4 of the Downey and Hellman Tract, as per map thereof recorded in Book 3, Page 31 of Miscellaneous Records, in said office of the Recorder, distant

thereon South 83° 48' 03" East 171.01 feet from the intersection of said South line with the East line of Wright Road, 50.00 feet wide, as shown on Map of Tract No. 10634, recorded in Book 165, Pages 40 to 42, inclusive of Maps, Records of said County; thence continuing Northerly along said curve to a line which bears North 74° 51' 26" East from a point in the Southerly line of said Lot 4, that is distant thereon South 83° 48' 03" East 67,35 feet from the East line of said Wright Road; thence South 74° 51' 26" West 158. 72 feet, more or less, to the East line of said Wright Road; thence along said East line, South 15° 08' 34" East 313.73 feet, more or less, to an angle point therein; thence continuing along said East line, south 19° 08' 58" West 231,24 feet, more or less, to a point that is distant thereon North 19° 08' 58" East 131.00 feet from the most Northwesterly corner of the land described in said Deed to Ebenezer Burr; thence south 76° 47' 30" East 265.62 feet, more or less, to the true point of beginning.

That portion of the Rancho San Antonio, in said City, County and State, described as follows:

Commencing at a point in the Westerly line of the Los Angeles County Flood Control District, right of way, as per deed recorded in Book 7077, page 176 of Deeds, in said county Recorder's office, distant thereon N 6° 55' 46" E, 100.45 feet from the intersection thereof with the North line of the land described in the deed to Ebeneser Burr, recorded in Book 11698, page 101 of Official Records, in said County Recorder's office; thence N 76° 47' 30" W, 106.13 feet: thence N 5° 21' 07" W 81,00 feet to the beginning of a curve, concave Westerly, having a radius of 2890,00 feet; thence Northerly along said curve, through an angle of 10° 13' 45", an arc distance of 515,96 feet to a point on the south line of Lot 4 of the Downey and Hellman Tract, as per map recorded in Book 3, Page 31 of Miscellaneous Records, in said office of the Recorder, distant thereon S 83° 48' 03" E 171,01 feet from the intersection of said South line with the East line o! Wright Road, 50.00 feet wide, as shown on map of Tract No. 10634, recorded in Book 165, pages 40 to 42, inclusive of Maps, records of said county; thence continuing Northerly along said curve to a line which bears N 74° 51' 26" E, from a point in the Southerly line of said Lot 4, that is distant thereon S 83° 48' 03" E 67,35 feet from the East line of said Wright Road; thence Southerly along said curve having a radius of 2890,00 feet through an angle of 10° 13' 45", an arc distance of 60.01 feet to a line parallel with and distant Southerly 60,00 feet, measured at right angles from said line which bears N 74° 51' 26" E, and being the TRUE POINT OF BEGINNING of this description; thence along said parallel line S 74° 51' 26" W, 10.00; thence Southerly in a direct line to a point in a line parallel with said last mentioned parallel line and distant Southerly 80.00 feet measured at right angles therefrom, and being distant along said last mentioned parallel line S 74° 51' 26" W, 17.07 feet from said curve having a radius of 2890.00 feet, thence along last mentioned parallel line N 74° 51' 26" E, 17.07 feet to said curve; thence Northerly along said curve an arc distance of 80.00 feet to said TRUE POINT OF BEGINNING.

There shall be no abutter's rights of access appurtenant to the above-described real property in and to the adjacent State Freeway.

SUBJECT TO THE EXCEPTION THEREFROM, all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within or under the herein conveyed parcel of land and the rights thereto, together with certain other conditions, as excepted in deed (State Parcel 61657), to the state of California recorded May 28, 1971, in Book 05072, page 259 of official Records in said office.

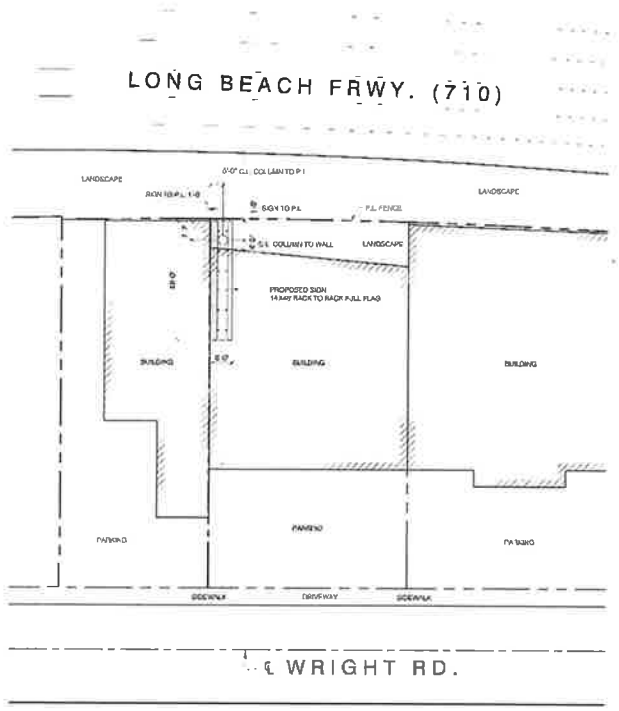
EXHIBIT B

SITE PLAN

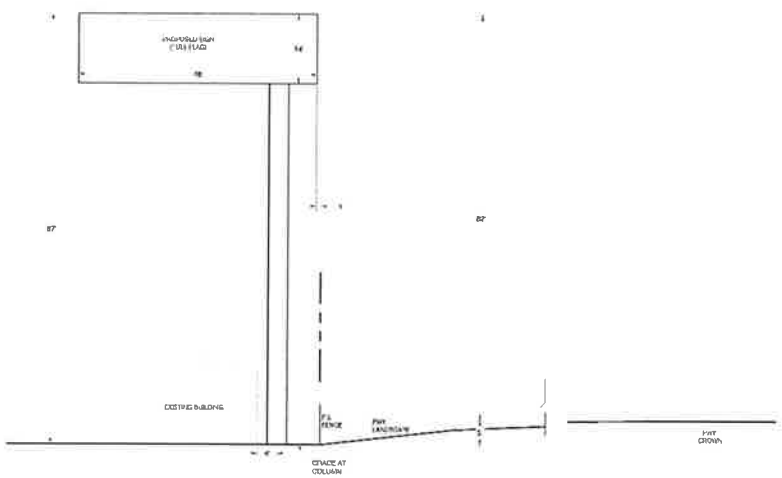
(See Following Page)

Vicinity Map:
Not to Scale

Site Plan:
1" = 20'



Elevation Looking North:
1" = 10'



Project	Electrical	Proprietary Print & Design	Engineer
11104 Wright Rd., Lynwood, CA 90262 APN# 6194-029-006 The configuration will be a 14' x 48' two sided back-to-back structure digital billboard and the height will be approx. 60' from the top of the sign to the apex of the freeway grade	Proposed Electrical Load Schedule Drawings A 2" schedule 80 sweep into 2" schedule 40 coming from existing panel that goes into a 2" schedule 80 sweep up the billboard column to a 200amp panel on the billboard column. The billboard requires single-phase 120/240.	This print and design concept is the property of Bulletin Displays, LLC. Copyrighted 2020 by Bulletin Displays, LLC. This is the unpublished drawing created by Bulletin Displays, LLC. Any other use of this reproduction is prohibited without the written authorization from Bulletin Displays, LLC.	**RMG Outdoor, Inc.** 4425 North 24th St., Ste 200 Phoenix, AZ 85016 (602) 230-6634 * Fax (602) 230-9071 Engineer - John Weaver jweaver@rmg-online.com

Contractor	Applicant			
UDCO Diversified Inc.	OWNER BULLETIN DISPLAYS, LLC "Creative Outdoor Advertising" 3127 E. South Street, Suite B Long Beach, CA 90805 Phone (310) 602-[illegible] (562) 421-5680 Fax (562) 421-5686	**Date**	12-01-20	**Drawn By** PH
		Revisions	12-03-20 08-27-21 01-21-22	**Approved By** MK **Sheet No.** **Scale** As Noted (24"x36" sheet) **Drawing No.**

EXHIBIT C

ELEVATIONS

(See Following Page)

Bulletin Displays Static & Digital Signs

(710) Freeway @ 11104-6 Wright Rd.

(actual city approved concept may differ)

BULLETIN DISPLAYS, LLC

"CREATIVE OUTDOOR ADVERTISING"

3127 E. South St., Ste. B
Long Beach, CA 90805
(310) BULLETIN (285-5384)
(562) 470-6680 * Fax (562) 470-6686
BulletinDisplays.com

Display - 14'x48'
Parial Flag Back-to-Back Digital
Overall Height - Per City code.

This print and design concept is the property of Bulletin Displays, LLC. Copyrighted 2015 by Bulletin Displays, LLC. This is the unpublished drawing created by Mark A. Kudler for Bulletin Displays, LLC. Any other use of this reporduction is prohibited without the written authorization from Bulletin Displays, LLC.

EXHIBIT D

FORM FOR THE ANNUAL STATEMENT OF ANNUAL NET REVENUES

(See Following Page)

Form is an example and some descriptions can change

3:00 PM
01/26/23
Accrual Basis

Bulletin Displays LLC
City of Lynwood 7116 7117
January through December 2022

Not A Real Report

	Type	Date	Num	Name	Product	Amount
Service						
7116 (DIGITAL Long Beach (710) Freeway, North Facing, W/L 1600 South of Imperial Hwy...						
	Invoice	01/01/2022	1000	Agency A	Widgets 1	5,000.00
	Invoice	02/01/2022	2000	Adveriser A	Widgets 2	4,000.00
Total 7116 (DIGITAL Long Beach (710) Freeway, North Facing, W/L 1600 South of Imperial Hwy...						9,000.00
7117 (DIGITAL Long Beach (710) Freeway, South Facing, W/L 1600 South of Imperial Hwy...						
	Invoice	01/01/2022	3000	Agency B		3,500.00
	Invoice	02/01/2022	4000	Advertiser B		4,500.00
Total 7117 (DIGITAL Long Beach (710) Freeway, South Facing, E/L 1600 South of Imperial Hwy...						8,000.00
Total Service						17,000.00
TOTAL						**17,000.00**

Advertising Agency & Brokerage Fees				
	04/01/2021	5000	Broker A	500.00
	05/01/2021	6000	Agency A	400.00
			Total Advertising Agency & Brokerage Fees	900.00

Alternative Fee	
Total Revenue	17,000.00
Less Advertising Agency & Brokerage Fees	900.00
Gross Revenue	16,100.00
Alternative Fees (10%)	1,449.00
Since $75,000 is greater than $1,449.00 than Total Due	75,000.00

ATTACHMENT B
RESOLUTION NO. 3444

11104-06 Wright Road, Lynwood

RESOLUTION NO. 3444

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LYNWOOD FOR REVIEW AND RECOMMENDATION OF APPROVAL BY THE CITY COUNCIL OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LYNWOOD AND BULLETIN DISPLAYS, LLC FOR THE DEVELOPMENT OF A NEW BACK-TO-BACK DIGITAL BILLBOARD AT 11104 – 11106 WRIGHT ROAD, LYNWOOD (ASSESSOR'S PARCEL NUMBER 6194-029-006)

WHEREAS, the Applicant, Bulletin Displays, LLC and ("Applicant") submitted a request to allow the installation and operation of a new, back-to-back digital billboard at 11104-11106 Wright Road, Lynwood, Assessor's Parcel Number 6194-029-006 ("Subject Property"); and

WHEREAS, The Subject Property is zoned and maintains a Lynwood General Plan Land Use designation of Manufacturing; and

WHEREAS, the proposed billboard will be a total 80 foot tall (as measured from the base of the sign to the top of the 14-foot sign face), back-to-back, digital billboard consisting of a total sign area of 1,344 square feet (14' x 48' or 672 square feet per billboard sign face). The subject billboard is proposed to be supported by a single supporting post immediately adjacent and west of the Interstate 710 Freeway; and

WHEREAS, the use of this newer electronic billboard technology allows for image change instantaneously, with no special effects, video, flashing, or movement, limiting distraction to drivers on Interstate 710 Freeway corridor; and

WHEREAS, the Applicant has negotiated a Development Agreement (DA) and attached hereto as Exhibit "A". An approved Development Agreement between the City and the Applicant, Bulletin Displays, LLC, will offer the City the ability to extract improvements or benefits for the city that are not possible by way of a site plan review; and

WHEREAS, on April 12, 2022, the Planning Commission held a duly noticed and advertised public hearing to receive oral and written testimony related to the Development Agreement; and,

WHEREAS, the Planning Commission recommends the adoption the Bulletin Displays, LLC's billboard project's Mitigated Negative Declaration No. 2021-46 and Mitigation Monitoring Program; and

WHEREAS, pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15063 of the California Environmental Quality Act (CEQA) guidelines, the project completed an Initial Study review and a Mitigated

Negative Declaration (MND) completed pursuant to Section 15064(f)(2) of CEQA guidelines; and

WHEREAS, pursuant to the State CEQA Guidelines, a Mitigation Negative Declaration was published with State Clearing House and posted as required by state law from January 14, 2022 to February 15, 2022; and

WHEREAS, the Planning Commission recommends the adoption the Bulletin Displays, LLC's billboard project's Mitigated Negative Declaration No. 2021-46 and Mitigation Monitoring Program; and

WHEREAS, the Planning Commission recommends the adoption of Resolution No. 3444; and

WHEREAS, in accordance with the Lynwood Municipal Code Section 25-70-14, the Planning Commission will review and provide recommendation to City Council for Development Agreement approval consideration; and

WHEREAS, the Planning Commission, upon giving the required notice did, on the 29th day of March 2022, conduct a duly-advertised public hearing as prescribed by law to consider Site Plan Review No. 2021-46, Mitigated Negative Declaration No. 2021-46, and Development Agreement, at which time evidence, both oral and written, including a staff report were presented and received, and comments were heard from all interested parties appearing in the matter.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Lynwood as follows:

SECTION 1. The Lynwood Planning Commission hereby finds and determines as follows:

A. *That the proposed use is consistent with the General Plan;*

The subject site's Manufacturing Land Use designation as specified in the City of Lynwood General Plan and reflected upon the Lynwood Municipal Code by a corresponding Manufacturing (M) zone permits off-site outdoor advertising displays by Planning Commission review and final approval by the City Council. According to the Lynwood Municipal Code, the proposed use is permitted in both the industrial (manufacturing) and commercial zone categories. The City of Lynwood General Plan's Goal LU-2 requires the City plan for a range of commercial sites that serve the needs of the community. The proposed use serves the intent of this goal as the project provides a commercial service and public information vital to the public both nearby and in the general vicinity of the subject billboard. Besides offering commercially-based advertising and information, the billboard is required to display public service announcements that inform and make

the general public aware of public safety and other information beneficial to the public.

As such, based upon the above finding, the subject billboard is found to be consistent with the Lynwood General Plan.

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

The proposed billboard will not be materially detrimental to any adjacent uses, buildings, or structures in the immediate vicinity of the subject site due to safeguards set in-place by the conditions in Resolution No. 4344 and the project's associated DA. A lighting analysis was completed by Watchfire, a third-party company, that describing lighting levels that will emanate from the proposed billboard upon neighboring properties and passersby. The lighting study specifically concludes that the billboard's effects on the neighborhood will be an "almost undetectable difference in ambient light after installation of the digital led billboards." As such, this study confirms that the proposed billboard will not adversely affect or be materially detrimental to any adjacent building or structure as required by this finding. Furthermore, the proposed billboard will also comply with height and all development standards specified in the Lynwood Municipal Code.

The proposed use is further safeguarded by the fact that the approved project will be required to complete a City Building Division plan check review and pass a series of progressive inspections to complete the construction of the project. The Building Division review will ensure compliance with all Building Division Codes. The proposed billboard structure will also be reviewed by and require approval from the Los Angeles County Fire Department to further ensure compliance with all current fire protection codes. The applicant will be required to maintain the site free of graffiti as the Site Plan Review approval includes a condition that any graffiti placed within the control of the operator be abated within 24 hours its placement. The applicant will also be required to ensure that the site comply with local, State of California and Federal law related to outdoor advertising displays (billboards) further contributing to the preservation of a positive community image.

The recommended mitigation measures and conditions of approval adopted by the Planning Division, in conjunction with the safeguards described above, have been developed and are intended to mitigate any potential adverse impacts to the adjacent uses and ensure that all potential impacts do not result in any adverse effects or be materially detrimental to the adjacent uses, buildings, or structures.

C. *That the site for the proposed use is of adequate size and shape to accommodate the use and buildings proposed;*

The subject property is sufficient in size and shape to accommodate the conditionally permitted billboard. The site upon which the billboard will be installed consists of approximately 12,723 square feet or 0.29 of an acre and is sufficient to accommodate the proposed billboard.

The proposed use and placement upon the relatively large manufacturing site is oriented to the I-710 in a manner that serve both residents and commuters within and outside the Lynwood community.

The subject site is well suited and appropriate for the development of the proposed billboard due to the heavy automobile traffic on along the I-710. As such, the proposed use is compatible with the surrounding uses, supports the existing character of the area, and serves the needs of those who live, work, and visit the area.

D. *That the proposed use complies with all applicable development standards of the zoning district; and*

The subject review by Planning Commission for consideration and recommendation of a back-to-back, digital billboard with two (2), 672 square feet individual billboard signage displays totaling 1,344 square feet will ensure compliance with all of Lynwood's applicable development standards. The proposed sign's height and length of each individual sign face is fourteen feet by forty-eight feet (14' x 48') and well within the maximum standards for this proposed use (Code limitation is 25' x 60'). The instant site plan review request being considered by the Planning Commission has been analyzed and staff has determined that the proposed use meets all applicable development standards established by the City's zoning code and the Manufacturing land use category. The project's imposed conditions of approval will ensure that the billboard will complement the existing, adjacent uses.

Based upon the supporting facts, a finding is confirmed in the positive that the proposed sign complies with all applicable development standards associated with site's underlying zoning and billboard display requirements.

E. *That the proposed use observes the spirit and intent of this zoning code;*

The project proposes to develop a billboard in observance with the spirit and intent of the Zoning Code and the requirements of Lynwood Municipal Code. The proposed new billboard will be consistent and in observance with all zoning code regulations. In addition to the project complies with all code-required aspects of the municipal code and the project will also include the creation of a source of public information also consistent with the goals and objectives of the Lynwood Zoning Code.

As such, the proposed use will result in a project that observes the spirit and intent of the City's zoning code.

SECTION 2. Based on the above recitals, the staff report accompanying this Resolution and public comment, the Planning Commission hereby finds the project to be consistent with the goals, policies, and objectives of the land use element, land use plan, and housing element of the City's general plan and that the proposed double-sided digital display billboard will not adversely affect surrounding properties and adopts Resolution No. 3444, Mitigated Negative Declaration No. 2021-46, and the associated Development Agreement.

SECTION 3. The Lynwood Planning Commission hereby approves the project to allow a new 80 foot tall, back-to-back, digital billboard at 11104 - 11106 Wright Road (Assessor's Parcel Numbers 6194-029-006) subject to the following conditions:

CONDITIONS OF APPROVAL

COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

1. The Project shall comply with all City of Lynwood Municipal Code, California Building Code, Los Angeles County Fire Code and applicable State of California and Federal regulations and shall comply with requirements of City of Lynwood Departments.

2. The Project shall comply with all mitigation measures contained in the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Plan adopted by the Planning Commission, which are incorporated herein as conditions of approval.

3. Development of the Project shall substantially conform to the Project depicted on the approved Site Plan and Elevations on file stamped May 10, 2022, unless otherwise amended by these Conditions of Approval. Any subsequent modification to the Project site or billboard shall first be reported to the Community Development Department, Planning Division for review.

4. Applicant shall install a sign with the City's name and the applicant shall cover all costs associated with this requirement.

5. Prior to Building Division receiving Plan Check submittal, the Applicant shall return to the Lynwood Planning Division to complete the final review and receive approval of Site Plan Review No. 2021-46. Some of the items that will be address include project asthetics, height and neighborhood compatibility.

6. Prior to scheduling a final inspection from the Building Division, the Applicant/Property Owner shall obtain final signatures from other Departments indicating compliance with all Conditions.

7. Approval of this Project shall be valid for one (1) year from the date of the approval and shall become null and void and of no effect whatsoever after that date, unless otherwise specified in the project's approved development agreement (DA).

8. The City has determined that City, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, expense, attorney fees, litigation expenses, court cost or any other cost arising out of or in any way related to the issuance of this Site Plan Review, or the activities conducted pursuant to this Site Plan Review. Accordingly, to the fullest extent permitted by law, **Bulletin Displays, LLC** and its representative(s), or its successors shall defend, indemnify and hold harmless the City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, regulatory proceedings, losses, expenses or cost of any kind, whether actual, alleged or threatened, including, but not limited to, actual attorney fees, litigation expenses and court costs of any kind without restriction or limitation, incurred in relation to, as a consequence of arising out of or in any way attributable to, actually, allegedly or impliedly, in whole or in part, the issuance of the Site Plan Review, or the activities conducted pursuant to this Site Plan Review. **Bulletin Displays, LLC**, and its representative(s), or its successors shall pay such obligations as they are incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.

9. Prior to commencement of construction activities, the Applicant shall submit for plan check and approval. Said plans shall be marked with the Project file number (Site Plan Review No. 2021-46) and shall contain Conditions of Approval printed on the plans.

10. All appeals must be brought within ten (10) business days of the date of the final action by the Planning Commission. An appeal will be scheduled for public hearing before the Lynwood City Council. Persons filing the appeal must submit an application and pay a fee of $1,385.00.

11. The Property Owner shall maintain a proactive approach to eliminate graffiti from structures, fences/walls, and accessory buildings and, on a daily basis, shall remove all graffiti within 24 hours of placement of graffiti.

12. Prior to commencement of Project excavation and construction, the Applicant shall submit evidence to Building and Safety Division that all contractors working on the Project site have a valid City of Lynwood business license.

13. Prior to issuance of a Building Permit, the Applicant shall remit the following Development Impact Fees, and any other required Fees to the City of Lynwood:

    - Art in Public Places Fee;

- Impact Fee;
- Drainage Fee;
- Plan Check Fee; and,
- School Fee.

14. Prior to submittal of building plans for plan check, the Applicant/Property Owner shall provide proof of LA County Fire Department approval (stamped plans).

15. The subject billboard shall be operated in a manner which does not create any unacceptable noise levels in violation of the Noise Ordinance or in violation of any other provisions of the Lynwood Municipal Code, state, or federal law. Any nuisances associated with the billboard must be abated immediately upon notice by the City.

16. The landscaping on-site must be kept and maintained in good condition at all times. All landscaped areas shall utilize drought-tolerant planting material.

17. Anything which is not shown on application/plans, or which is not specifically approved, or which is not in compliance with this section, is not approved. Any application and/or plans which are defective as to, but not limited to, omissions, dimensions, scale, use, colors, materials, encroachments, easements, etc., shall render any entitlements granted by this section nulls and void. Construction (if any) must cease until all requirements of this section are brought into compliance.

18. All conditions of approval must be met prior to building permit final inspection.

19. This project shall comply with the Conditions of Approval of Site Plan Review No. 2021-46.

20. The property owner/operator and on-site manager(s) shall comply with all applicable laws and conditions and shall properly manage the premises to discourage illegal, criminal, and/or nuisance activity on the subject premises and any accessory parking area which have been made available or are commonly utilized for patron parking.

21. Prior to issuance of any permits relative to this matter, a covenant acknowledging and agreeing to comply with all the terms and conditions established herein shall be recorded in the County Recorder's Office. The agreement shall run with the land and shall be binding on any subsequent owners, heirs or assigns. After recordation, a certified copy bearing the Recorder's number and date shall be provided to the Planning Division of the City of Lynwood for attachment to the subject case file.

22. <u>Tribal Cultural Resources Mitigation Measures</u>:

"GABRIELENO BAND OF MISSION INDIANS KIZH NATION - PROPOSED TCR MITIGATION MEASURES

T CR-1: Retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities

A. The project applicant/lead agency shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians Kizh Nation. The monitor shall be retained prior to the commencement of any "ground disturbing activity" for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or in connection with the project, such as public improvement work). "Ground disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.

B. A copy of the executed monitoring agreement shall be submitted to the lead agency prior to the earlier of the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity.

C. The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground- disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains and places of significance, etc., (collectively, tribal resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project applicant/lead agency upon written request to the Tribe.

D. On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh from a designated point of contact for the project applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Kizh TCRs.

E. Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Kizh monitor and/or Kizh archaeologist. The Kizh will recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including the educational, cultural and/or historic purposes.

T CR-2: Unanticipated Discovery of Human Remains and Associated Funerary Objects

A. Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute.

B. If Native American human remains and/or grave goods discovered or recognized on the project site, then all construction activities shall immediately cease. Health and Safety Code Section 7050.5 dictates that any discoveries of human skeletal material shall be immediately reported to the County Coroner and all ground-disturbing activities shall immediately halt and shall remain halted until the coroner has determined the nature of the remains. If the coroner recognizes the human remains to be those of a Native American or has reason to believe they are Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission, and Public Resources Code Section 5097.98 shall be followed.

C. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).

D. Construction activities may resume in other parts of the project site at a minimum of 200 feet away from discovered human remains and/or burial goods, if the Kizh determines in its sole discretion that resuming construction activities at that distance is acceptable and provides the project manager express consent of that determination (along with any other mitigation measures the Kizh monitor and/or archaeologist deems necessary). (CEQA Guidelines Section 15064.5(f).)

E. Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods. Any historic archaeological material that is not Native American in origin (non-TCR) shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes.

F. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.

T CR-3: Procedures for Burials and Funerary Remains:

A. As the Most Likely Descendent ("MLD"), Koo-nas-gna Burial Policy shall be implemented. To the Tribe, the term "human remains" encompasses more than human bones. In ancient as well as historic times, Tribal Traditions included, but were not limited to, the preparation of the soil for burial, the burial of funerary objects with the deceased, and the ceremonial burning of human remains.
B. If the discovery of human remains includes four or more burials, the discovery location shall be treated as a cemetery and a separate treatment plan shall be created.
C. The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact. Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects. Cremations will either be removed in bulk or by means as necessary to ensure complete recovery of all sacred materials.
D. In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. If this type of steel plate is not available, a 24-hour guard should be posted outside of working hours. The Tribe will make every effort to recommend diverting the project and keeping the remains in situ and protected. If the project cannot be diverted, it may be determined that burials will be removed.
E. In the event preservation in place is not possible despite good faith efforts by the project applicant/developer and/or landowner, before ground-disturbing activities may resume on the project site, the landowner shall arrange a designated site location within the footprint of the project for the respectful reburial of the human remains and/or ceremonial objects.
F. Each occurrence of human remains and associated funerary objects will be stored using opaque cloth bags. All human remains, funerary objects, sacred objects and objects of cultural patrimony will be removed to a secure container on site if possible. These items should be retained and reburied within six months of recovery. The site of reburial/repatriation shall be on the project site but at a location agreed upon between the Tribe and the landowner at a site to be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered.
G. The Tribe will work closely with the project's qualified archaeologist to ensure that the excavation is treated carefully, ethically and respectfully. If data recovery is approved by the Tribe, documentation shall be prepared and shall include (at a minimum) detailed descriptive notes and sketches. All data recovery data recovery-related forms of documentation shall be approved in advance by the Tribe. If any data recovery is performed, once complete, a final report shall be submitted to the Tribe and the NAHC. The Tribe does NOT authorize any scientific study or the utilization of any invasive and/or destructive diagnostics on human remains.

23. The billboard shall be included as part of a development agreement, lease agreement or other agreement with the city or its related agencies, including but not limited to the Lynwood parking authority ("related agencies"), and the agreement contains performance, one-time fee, public benefits, or ongoing revenue provisions that allow the city or related agencies to undertake projects, programs, or other activities that improve the visual environment. This requirement shall be completed to the satisfaction of the City Council.

24. The billboard shall be placed within six hundred sixty feet (660') from the edge of the I-710 Freeway right-of-way or as may be approved in a development agreement, lease or license per subsection A12 of this section, subject to applicable provisions of Business and Professions Code section 5200 et seq. The project's site plan shall be revise to include the linear distance in feet and inches from the proposed billboard to the adjacent I-710 Freeway.

25. No billboard shall be placed within five hundred feet (500') from another billboard on the same side of any portion of a freeway, except as may be approved in a development agreement, lease or license per subsection A12 of this section.

26. The advertising structure shall not exceed the minimum height necessary to provide one thousand feet (1,000') of unobstructed visibility from the main traveled way to each sign face on the proposed advertising structure. The minimum height shall be measured above the adjacent freeway grade, or if on a commercial corridor, from ground level.

27. The subject project's individual sign face is 672 square feet and a total of 1,344 square feet for both sign faces. Further, the proposed height and length of each individual sign face is fourteen feet by forty-eight feet (14' x 48'). Per Lynwood Municipal Code, no advertising structure shall have a sign face that exceeds one thousand two hundred (1,200) square feet in area with a maximum height of twenty-five feet (25') and maximum length of sixty feet (60'), including border and trim and extensions, and excluding base or apron supports and other structural members. This subsection shall apply to each sign face on an outdoor advertising structure. The area shall be measured by the smallest square, rectangle, triangle, circle, or combination thereof, which will encompass the entire advertisement and is made based on the height and the length but not the depth of the advertising copy.

28. No billboard may be placed that is so illuminated or contains a digital display that it interferes with the effectiveness of or obscures any official traffic sign, device, or signal or violates any applicable law; nor shall any advertising display include any digital display or be illuminated in a manner that includes flashing, intermittent, or moving lights as further prohibited by the provisions of the Business and Professions Code; nor shall any advertising display cause beams or rays of light to be directed at the traveled ways if the light is of an intensity or brilliance as to cause glare or to impair the vision of any driver, or to interfere with any driver's operation of a motor

vehicle. The project shall comply with the Lighting Analysis completed by Watchfire dated January 17, 2022.

29. The illuminated advertising display associated with the billboard shall not impair the vision of travelers on any adjacent highway, including the freeway or commercial corridor. Illumination shall be considered vision impairing when its brilliance exceeds the values set forth in section 21466.5 of the California Vehicle Code, or any successor statute or Caltrans regulation. The city further reserves the right to impose a more restrictive illumination standard in light of ambient lighting in the area of any billboard.

30. No billboard shall be placed or maintained in violation of the outdoor advertising act, chapter 2 (commencing with section 5200) of division 3 of the California Business and Professions Code, or any other applicable state, federal, or local law.

31. The project shall comply with State law regarding the limitation of light or glare or such other standards as adopted by the Federal Highway Beautification Act and the State's Outdoor Advertising Act.

32. The project shall not exceed 0.3 foot-candles limitation over ambient light levels and include an automatic diming capability.

33. Each billboard message shall be displayed for at least eight (8) seconds.

34. The general sign requirements set forth in the Business and Professions Code shall apply to the subject project's plans, materials utilized, design, construction, street address number(s) issued, identification and maintenance.

35. No person shall install a billboard structure without first having secured a building permit.

36. Where any standard imposed by a negotiated development agreement, lease or license differs from the general standards set forth in the Lynwood Municipal Code, the standards imposed by the development agreement, lease or license shall apply over the general standards as a matter of public interest.

37. The city council may impose, or the planning commission upon city council referral may recommend, additional conditions as are reasonably necessary to ensure the development is consistent with the general plan, compatible with surrounding land use, meets the provisions and intent of this zoning code, minimizes potential traffic hazards, and otherwise protects the public health, safety and welfare. In making such determinations, findings shall be made that the proposed use is in general accord with the principles and standards set forth in Lynwood Municipal Code section 25-130-5 or as such standards may be modified for development agreements, leases or licenses per section 25-70-14-A,12 of this section.

COMMUNITY DEVELOPMENT DEPARTMENT – BUILDING & SAFETY DIVISION

38. All construction shall meet or exceed the minimum building standards that are referenced in the following:

    - The California Building Code - 2019 edition;
    - The California Plumbing Code - 2019 edition;
    - The California Mechanical Code - 2019 edition;
    - The Los Angeles County Fire Code - 2019 edition;
    - The National Electric Code - 2019 edition.

    In cases where the provisions of the California Building Code, the City of Lynwood Municipal Code, or the plans or specifications in these plans may conflict, the more restrictive provisions shall govern.

39. Applicant/property owner must provide a copy of the permit card signed by all departments prior to scheduling a final inspection.

DEPARTMENT OF PUBLIC WORKS

40. The project shall be reviewed and approved by the City of Lynwood's Public Works, Engineering Department. If you have any questions you may contact either Public Works at (310) 603-0220, extensions 801 and/or 810.

41. No final sign off shall be given until all conditions of approval from the Public Works Department have been completed and signed.

COUNTY OF LOS ANGELES FIRE DEPARTMENT

42. Submittals to the County of Los Angeles Fire Department Fire Prevention Land Development Unit shall be submitted through EPIC - Los Angeles County. The submittal should be done by the applicant, creating an account and opening a case. They should add the city planner as a contact so you can log in and view the activity on the file.

    If the applicant needs assistance with epicla.lacounty.gov they can contact the Land Development Unit Clerk, Tony Le at (323) 890-4243.

    County of Los Angeles Fire Department
    Fire Prevention Engineering Section
    Building Plan Check Office
    5823 Rickenbacker Road
    Commerce, CA 90040
    (323) 890-4125

SECTION 4. If any section, subsection, clause or phrase of this Resolution is for any reason, held to be unconstitutional, or otherwise invalid, such decision shall not affect the validity of the remaining sections of this Resolution. The Planning Commission hereby finds that it would have passed this Resolution and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more other sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 5. The Planning Commission, on the basis of the whole record before it, including the Initial Study, the Mitigated Negative Declaration, and public comments received thereto, finds that there is no substantial evidence that the approval of the Project will have a significant effect on the environment. The Planning Commission further finds that the Mitigated Negative Declaration reflects the independent judgment and analysis of the Planning Commission for the Project.

SECTION 6. This Resolution contain the Development Agreement as Exhibit "A" outlining the project's Condition of Approval that must be adhered to.

SECTION 7. This Resolution is the result of an action taken by the Planning Commission on May 10, 2022, by the following vote:

YES:
NO:
ABSENT:
ABSTAIN:

SECTION 8. The Secretary shall certify to the adoption of this Resolution and shall transmit copies of same to the applicant and the Lynwood City Clerk.

PASSED, APPROVED AND ADOPTED this 10th day of May 2022

_____
Ken West, Vice-Chairperson

APPROVED AS TO FORM

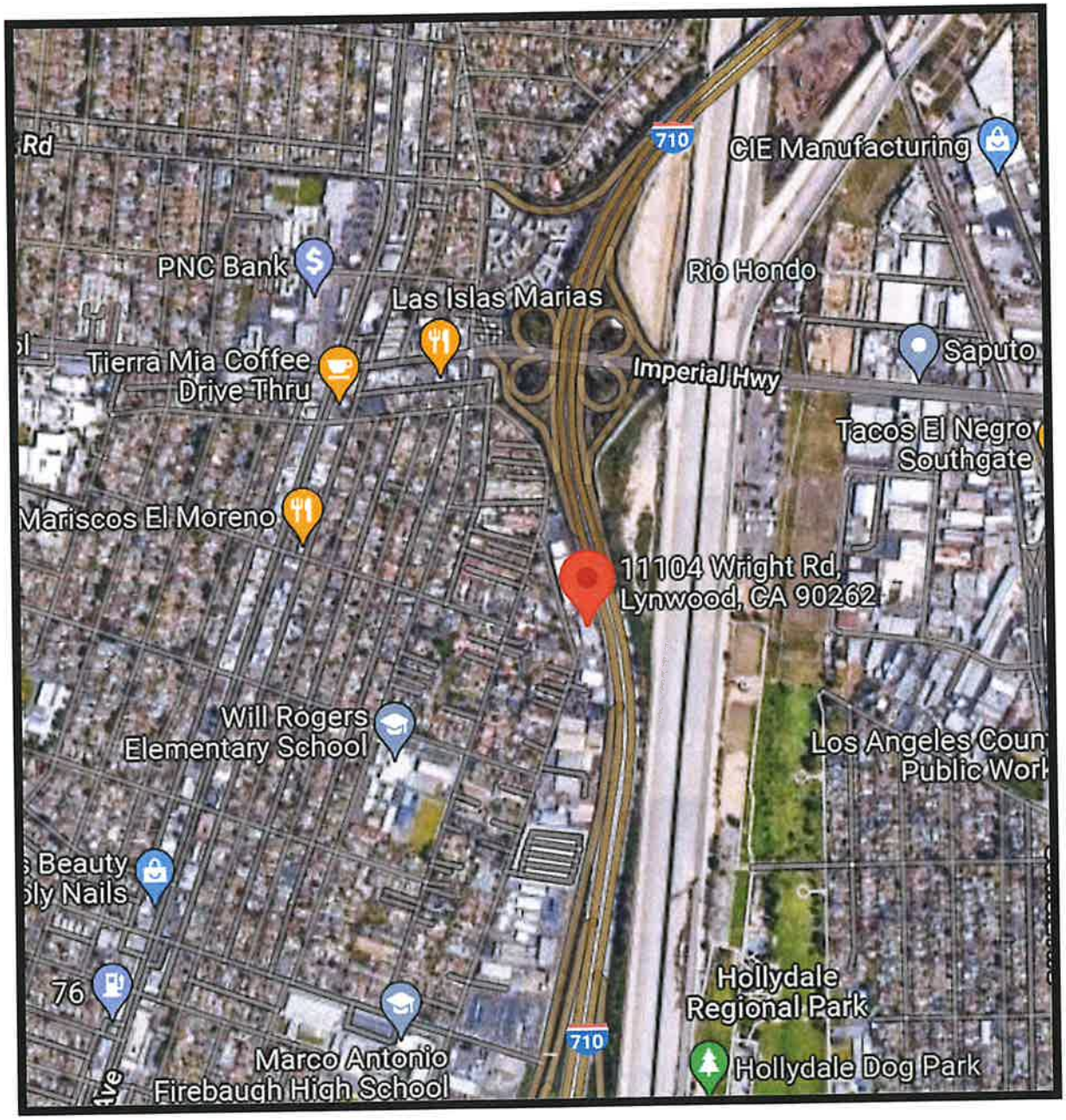
_____
John W. Lam
Office of the City Attorney
Development

APPROVED AT TO CONTENT

_____
John Yonai
Interim Director of Community

ATTACHMENT C
LOCATION MAP

11104-06 Wright Road, Lynwood



ATTACHMENT D
AERIAL MAP

Project Location: 11104-06 Wright Road

ATTACHMENT E
MITIGATED NEGATIVE DECLARATION NO. 2021-46

Project Location: 11104-06 Wright Road

CITY OF LYNWOOD
COMMUNITY DEVELOPMENT DEPARTMENT, PLANNING DIVISION
LYNWOOD CITY HALL

LYNWOOD, CALIFORNIA 90262
CALIFORNIA ENVIRONMENTAL
QUALITY ACT

PROPOSED MITIGATED NEGATIVE DECLARATION

LEAD CITY AGENCY City of Lynwood	**SPECIFIC PLAN OR SPECIAL DISTRICT** N/A
PROJECT TITLE EA-2021-46	**CASE NO.** Site Plan Review No. 2021-46

PROJECT LOCATION
11104-06 Wright Road, Lynwood, CA 90262

PROJECT DESCRIPTION

Site Plan Review No. 2021-46, draft Mitigated Negative Declaration No. 2021-46 and a Development Agreement for the construction of a proposed a new, 80-foot tall (from the top of the sign to the apex of the freeway grade), two-sided (back-to-back) digital billboard with a sign face of 14' x 48' (per sign face) adjacent to and immediately west of the Interstate 710 Freeway Corridor. The subject site is zoned (M) Manufacturing and consists of 12,723 square feet (0.29 of an acre).

NAME AND ADDRESS OF APPLICANT IF OTHER THAN CITY AGENCY
Bulletin Displays, LLC
3127 E. South Street, Suite B
Long Beach, CA 90805

FINDING:
The City of Lynwood proposes to adopt an IS/MND for the above-referenced project. The IS/MND is based on the finding that the project COULD NOT have a significant effect on the environment. The reasons to support such a finding are documented in the Initial Study prepared by the City. (CONTINUED ON PAGE 2)

SEE ATTACHED SHEET(S) FOR ANY MITIGATION MEASURES IMPOSED.

Any written comments received during the public review period are attached together with the response of the Lead City Agency. The project decision-maker may adopt the mitigated negative declaration, amend it, or require mitigation or the preparation of an EIR. Any changes made should be supported by substantial evidence in the record and appropriate findings made.

THE INITIAL STUDY PREPARED FOR THIS PROJECT IS ATTACHED.

NAME OF PERSON PREPARING THIS FORM	**TITLE**	**TELEPHONE NUMBER**
Alfredo Perez	Planning Associate	(310) 603-0220 x249

ADDRESS	**SIGNATURE (Official)**	**DATE**
11330 Bullis Road Lynwood, CA 90262		01-14-2022

I-120. Aesthetics (Light)

- Environmental impacts to the adjacent public right-of-ways may result due to excessive illumination on the project site. However, the potential impacts will be mitigated to a less than significant level by the following measure:
- The billboard shall be designed and installed with light intensity as described October 26, 2021 lighting analysis wherein the light source will be reduced to less than significant level due ambient light sources in the vicinity of the project site.

I-130. Aesthetics (Glare)

- Environmental impacts to adjacent public right-of-ways may result from glare from the proposed project. However, the potential impacts will be mitigated to a less than significant level by the following measure:
- The exterior of the proposed structures shall be constructed of materials such as, but not limited to, high-performance and/or non-reflective materials to minimize glare and reflected heat.

III-10. Air Pollution (Demolition, Grading, and Construction Activities)

- All unpaved demolition and construction areas shall be wetted at least twice daily during excavation and construction, and temporary dust covers shall be used to reduce dust emissions and meet SCAQMD District Rule 403. Wetting could reduce fugitive dust by as much as 50 percent.
- The construction area shall be kept sufficiently dampened to control dust caused by grading and hauling, and at all times provide reasonable control of dust caused by wind.
- All clearing, earth moving, or excavation activities shall be discontinued during periods of high winds (i.e., greater than 15 mph), so as to prevent excessive amounts of dust.
- All dirt/soil loads shall be secured by trimming, watering or other appropriate means to prevent spillage and dust.
- All dirt/soil materials transported off-site shall be either sufficiently watered or securely covered to prevent excessive amount of dust.
  General contractors shall maintain and operate construction equipment so as to minimize exhaust emissions.
  Trucks having no current hauling activity shall not idle but be turned off.

VIII-10. Green House Gas Emissions

- The project will result in impacts resulting in increased green house gas emissions; however, the impact can be reduced to a less than significant level though compliance with the following measure(s):
- Only low- and non-VOC-containing paints, sealants, adhesives, and solvents shall be utilized in the construction of the project.

XIII-20. Increased Noise Levels (Demolition, Grading, and Construction Activities)

- The project shall comply with all applicable City of Lynwood Municipal Codes associated noise and any subsequent resolutions, which prohibit the emission or creation of noise beyond certain levels at adjacent uses unless technically infeasible.
  Construction and demolition shall be restricted to the hours of 7:00 am to 6:00 pm Monday through Friday, and 8:00 am to 6:00 pm on Saturday.
  Demolition and construction activities shall be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels.
  The project contractor shall use power construction equipment with state-of-the-art noise shielding and muffling devices.

XVIII Tribal Cultural Resources (GABRIELENO BAND OF MISSION INDIANS – KIZH NATION - PROPOSED TCR MITIGATION MEASURES)

TCR-1: Retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities

A. The project applicant/lead agency shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation. The monitor shall be retained prior to the commencement of any "ground-disturbing activity" for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project, such as public improvement work). "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.

B. A copy of the executed monitoring agreement shall be submitted to the lead agency prior to the earlier of the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity.

C. The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project applicant/lead agency upon written request to the Tribe.

D. On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh from a designated point of contact for the project applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Kizh TCRs.

E. Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Kizh monitor and/or Kizh archaeologist. The Kizh will recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural and/or historic purposes.

TCR-2: Unanticipated Discovery of Human Remains and Associated Funerary Objects

A. Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute.

B. If Native American human remains and/or grave goods discovered or recognized on the project site, then all construction activities shall immediately cease. Health and Safety Code Section 7050.5 dictates that any discoveries of human skeletal material shall be immediately reported to the County Coroner and all ground-disturbing activities shall immediately halt and shall remain halted until the coroner has determined the nature of the remains. If the coroner recognizes the human remains to be those of a Native American or has reason to believe they are Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission, and Public Resources Code Section 5097.98 shall be followed.

C. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).

D. Construction activities may resume in other parts of the project site at a minimum of 200 feet away from discovered human remains and/or burial goods, if the Kizh determines in its sole discretion that resuming construction activities at that distance is acceptable and provides the project manager express consent of that determination (along

with any other mitigation measures the Kizh monitor and/or archaeologist deems necessary). (CEQA Guidelines Section 15064.5(f).)

E. Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods. Any historic archaeological material that is not Native American in origin (non-TCR) shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes.

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A. As the Most Likely Descendant ("MLD"), the Koo-nas-gna Burial Policy shall be implemented. To the Tribe, the term "human remains" encompasses more than human bones. In ancient as well as historic times, Tribal Traditions included, but were not limited to, the preparation of the soil for burial, the burial of funerary objects with the deceased, and the ceremonial burning of human remains.

B. If the discovery of human remains includes four or more burials, the discovery location shall be treated as a cemetery and a separate treatment plan shall be created.

C. The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact. Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects. Cremations will either be removed in bulk or by means as necessary to ensure complete recovery of all sacred materials.

D. In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. If this type of steel plate is not available, a 24-hour guard should be posted outside of working hours. The Tribe will make every effort to recommend diverting the project and keeping the remains in situ and protected. If the project cannot be diverted, it may be determined that burials will be removed.

E. In the event preservation in place is not possible despite good faith efforts by the project applicant/developer and/ or landowner, before ground-disturbing activities may resume on the project site, the landowner shall arrange a designated site location within the footprint of the project for the respectful reburial of the human remains and/or ceremonial objects.

F. Each occurrence of human remains and associated funerary objects will be stored using opaque cloth bags. All human remains, funerary objects, sacred objects and objects of cultural patrimony will be removed to a secure container on site if possible. These items should be retained and reburied within six months of recovery. The site of reburial/ repatriation shall be on the project site but at a location agreed upon between the Tribe and the landowner at a site to be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered.

G. The Tribe will work closely with the project's qualified archaeologist to ensure that the excavation is treated carefully, ethically and respectfully. If data recovery is approved by the Tribe, documentation shall be prepared and shall include (at a minimum) detailed descriptive notes and sketches. All data recovery data recovery-related forms of documentation shall be approved in advance by the Tribe. If any data recovery is performed, once complete, a final report shall be submitted to the Tribe and the NAHC. The Tribe does NOT authorize any scientific study or the utilization of any invasive and/or destructive diagnostics on human remains.

PLEASE NOTE THE FOLLOWING:

Any/all revisions to the Kizh's proposed TCR mitigations set forth above must be requested in writing, and not more than ten (10) calendar days from the date that we consulted on the subject Project. Requested revisions shall be delivered to the Kizh via email at admin@gabrielenoindians.org, and in a Word document, redline format. Please include as the email subject: "REQUEST FOR MITIGATION REVISIONS," and identify the project name and location/address. If revisions are not requested within 10 calendar days of consultation, the Kizh's proposed mitigations are presumed accepted as proposed (i.e., as set forth above).

CITY OF LYNWOOD

OFFICE OF THE CITY CLERK
ROOM 395, CITY HALL
LYNWOOD, CALIFORNIA 90012

CALIFORNIA ENVIRONMENTAL QUALITY ACT

INITIAL STUDY
and CHECKLIST

(CEQA Guidelines Section 15063)

LEAD CITY AGENCY: City of Lynwood	**SPECIFIC PLAN OR SPECIAL DISTRICT:** N/A	**DATE:** 01-14-2022
RESPONSIBLE AGENCIES: Lynwood Planning Division		
ENVIRONMENTAL CASE: EA No. 2021-46	**RELATED CASES:** Site Plan Review No. 2021-46	
PREVIOUS ACTIONS CASE NO.: N/A	☐ Does have significant changes from previous actions. ✓ Does NOT have significant changes from previous actions.	

PROJECT DESCRIPTION:
80-FOOT TALL, TWO-SIDED (BACK-TO-BACK) DIGITAL BILLBOARD WITH A SIGN FACE OF 14' x 48' (PER SIGN FACE)

ENV PROJECT DESCRIPTION:

Site Plan Review No. 2021-46, draft Mitigated Negative Declaration No. 2021-46 and a Development Agreement for the construction of a proposed a new, 80-foot tall (from the top of the sign to the apex of the freeway grade), two-sided (back-to-back) digital billboard with a sign face of 14' x 48' (per sign face) adjacent to and immediately west of the Interstate 710 Freeway Corridor. The subject site is zoned (M) Manufacturing and consists of 12,723 square feet (0.29 of an acre).

ENVIRONMENTAL SETTINGS:
The project site is a 12,723 square foot (0.29 of an acre) site comprised of one-(1) lot within the City of Lynwood. The entire site is zoned "Manufacturing" per the Lynwood Municipal Code, a "Manufacturing" general plan designation, and frontage on east side of Wright Road.

The project site will occupy a relatively small portion of the site for billboard development purposes on a larger site occupied by a 6,920 square foot structure (according to Los Angeles County Assessor's records) operating metal manufacturing company and installation use fronting the east side of Wright Road west of and immediately adjacent to the Long Beach Freeway (710) Freeway. Wright Road is a two-(2) lane roadway and designated as a "Collector Street" according the City of Lynwood's General Plan, fully improved with pavement, curbs, gutters, sidewalks.

Surrounding uses consist of industrial and residential uses. The adjoining property to the north and south are zoned Manufacturing and consists of industrial uses; furthermore, to the west across Wright Road land zoned R-3 consisting of single- and multi-family uses; and, to the east, the Interstate 710 Long Beach Freeway.

<table>
<tr><td colspan="3">PROJECT LOCATION:
11104-06 Wright Road, Lynwood, CA 90262</td></tr>
<tr><td>LYNWOOD SPECIFIC PLAN AREAS:
N/A
STATUS:

✔ Does Conform to Plan

☐ Does NOT Conform to Plan</td><td>PLANNING COMMISSION:
CITY-WIDE</td><td></td></tr>
<tr><td>EXISTING ZONING:
"M" - MANUFACTURING</td><td>MAX. DENSITY/INTENSITY ALLOWED BY ZONING:
N/A – NOT A RESIDENTIAL PROJECT</td><td rowspan="3">River Adjacent:
NO</td></tr>
<tr><td>GENERAL PLAN LAND USE:
MANUFACTURING</td><td>MAX. DENSITY/INTENSITY ALLOWED BY PLAN DESIGNATION:
N/A – NOT A RESIDENTIAL PROJECT</td></tr>
<tr><td></td><td>PROPOSED PROJECT DENSITY:
N/A</td></tr>
</table>

Determination (To Be Completed By 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 on the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find 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 earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or MITIGATED NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or MITIGATED NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

	Director of Community Development	**(310) 603-0220**
Signature	Title	Phone

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 that significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
4. "Mitigated Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of a mitigation measure has reduced an effect from "Potentially Significant Impact" to "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 mitigated 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 sources 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.

Environmental Factors Potentially Affected:

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

✓ AESTHETICS	✓ GREEN HOUSE GAS EMISSIONS	☐ PUBLIC SERVICES
☐ AGRICULTURE AND FOREST RESOURCES	☐ HAZARDS AND HAZARDOUS MATERIALS	☐ RECREATION
✓ AIR QUALITY	☐ HYDROLOGY AND WATER QUALITY	☐ TRANSPORTATION
☐ BIOLOGICAL RESOURCES	☐ LAND USE AND PLANNING	✓ TRIBAL CULTURAL RESOURCES
☐ CULTURAL RESOURCES	☐ MINERAL RESOURCES	☐ UTILITIES AND SERVICE SYSTEMS
☐ ENERGY	✓ NOISE	☐ WILDFIRE
☐ GEOLOGY AND SOILS	☐ POPULATION AND HOUSING	☐ MANDATORY FINDINGS OF SIGNIFICANCE

INITIAL STUDY CHECKLIST (To be completed by the Lead City Agency)

Background

PROPONENT NAME:
Bulletin Displays, LLC

PHONE NUMBER:
(562) 470-6680

APPLICANT ADDRESS:
3127 E. South Street, Suite B
Long Beach, CA 90805

AGENCY REQUIRING CHECKLIST:
City of Lynwood Planning Division

PROPOSAL NAME (if Applicable):

DATE SUBMITTED:
01/14/2022

		Potentially significant impact	Potentially significant unless mitigation incorporated	Less than significant impact	No impact
I. AESTHETICS – Except as provided in Public Resources Code Section 21099, would the project:					
a.	Have a substantial adverse effect on a scenic vista?			✓	
b.	Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?			✓	
c.	In nonurbanized 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?			✓	
d.	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?		✓		
II. AGRICULTURE AND FOREST RESOURCES – In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:					
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 nonagricultural use?				✓
b.	Conflict with existing zoning for agricultural use, or a Williamson Act contract?				✓
c.	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code 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))?				✓
d.	Result in the loss of forest land or conversion of forest land to non-forest use?				✓
e.	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				✓
III. AIR QUALITY – Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:					
a.	Conflict with or obstruct implementation of the applicable air quality plan?				✓
b.	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?		✓		
c.	Expose sensitive receptors to substantial pollutant concentrations?		✓		
d.	Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?			✓	
IV. BIOLOGICAL RESOURCES – Would the project:					
a.	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				✓
b.	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?				✓
c.	Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				✓
d.	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				✓
e.	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				✓

		Potentially significant impact	Potentially significant unless mitigation incorporated	Less than significant impact	No impact
f.	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				✓
V. CULTURAL RESOURCES – Would the project:					
a.	Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?				✓
b.	Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?			✓	
c.	Disturb any human remains, including those interred outside of formal cemeteries?			✓	
VI. ENERGY – Would the project:					
a.	Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			✓	
b.	Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?				✓
VII. GEOLOGY AND SOILS – Would the project:					
a.	Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:			✓	
	i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			✓	
	ii) Strong seismic ground shaking?			✓	
	iii) Seismic-related ground failure, including liquefaction?			✓	
	iv) Landslides?				✓
b.	Result in substantial soil erosion or the loss of topsoil?				✓
c.	Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			✓	
d.	Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?			✓	
e.	Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				✓
f.	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				✓
VIII. GREEN HOUSE GAS EMISSIONS – Would the project:					
a.	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?		✓		
b.	Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			✓	
IX. HAZARDS AND HAZARDOUS MATERIALS – Would the project:					
a.	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				✓
b.	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			✓	
c.	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				✓
d.	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			✓	

		Potentially significant impact	Potentially significant unless mitigation incorporated	Less than significant impact	No impact
e.	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?				✓
f.	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				✓
g.	Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?				✓
X. HYDROLOGY AND WATER QUALITY – Would the project:					
a.	Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?			✓	
b.	Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?				✓
c.	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				✓
	i) result in a substantial erosion or siltation on- or off-site;				✓
	ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;				✓
	iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or				✓
	iv) impede or redirect flood flows?				✓
d.	In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?				✓
e.	Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?				✓
XI. LAND USE AND PLANNING – Would the project:					
a.	Physically divide an established community?				✓
b.	Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?			✓	
XII. MINERAL RESOURCES – Would the project:					
a.	Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				✓
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?				✓
XIII. NOISE – Would the project:					
a.	Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		✓		
b.	Generation of excessive groundborne vibration or groundborne noise levels?		✓		
c.	For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				✓
XIV. POPULATION AND HOUSING – Would the project:					
a.	Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				✓
b.	Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				✓

		Potentially significant impact	Potentially significant unless mitigation incorporated	Less than significant impact	No impact
XV. PUBLIC SERVICES – Would the project:					
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?				✓
	Police protection?				✓
	Schools?				✓
	Parks?				✓
	Other public facilities?				✓
XVI. RECREATION					
a.	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				✓
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?				✓
XVII. TRANSPORTATION – Would the project:					
a.	Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?				✓
b.	Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?				✓
c.	Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				✓
d.	Result in inadequate emergency access?				✓
XVIII. TRIBAL CULTURAL RESOURCES – Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code § 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:					
	i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or		✓		
	ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code § 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code § 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.		✓		
XIX. UTILITIES & SERVICE SYSTEMS – Would the project:					
a.	Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?				✓
b.	Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?				✓
c.	Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				✓
d.	Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?				✓
e.	) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?				✓
XX. WILDFIRE – 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?				✓

		Potentially significant impact	Potentially significant unless mitigation incorporated	Less than significant impact	No impact
b.	Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				✓
c.	Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				✓
d.	Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				✓
XXI. MANDATORY FINDINGS OF SIGNIFICANCE					
a.	Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				✓
b.	Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)?			✓	
c.	Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			✓	

Note: Authority cited: Sections 21083, 21083.05, Public Resources Code. Reference: Section 65088.4, Gov. Code; Sections 21080, 21083.05, 21095, Pub. Resources Code; *Eureka Citizens for Responsible Govt. v. City of Eureka* (2007) 147 Cal.App.4th 357; *Protect the Historic Amador Waterways v. Amador Water Agency* (2004) 116 Cal.App.4th at 1109; *San Franciscans Upholding the Downtown Plan v. City and County of San Francisco* (2002) 102 Cal.App.4th 656.

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

The Environmental Impact Assessment includes the use of official City of Lynwood and other government source reference materials related to various environmental impact categories (e.g., Hydrology, Air Quality, Biology, Cultural Resources, etc.). The State of California, Department of Conservation, Division of Mines and Geology - Seismic Hazard Maps and reports, are used to identify potential future significant seismic events; including probable magnitudes, liquefaction, and landslide hazards. Based on applicant information provided in the Master Land Use Application and Environmental Assessment Form, impact evaluations were based on stated facts contained therein, including but not limited to, reference materials indicated above, field investigation of the project site, and any other reliable reference materials known at the time.

Project specific impacts were evaluated based on all relevant facts indicated in the Environmental Assessment Form and expressed through the applicant's project description and supportive materials. Both the Initial Study Checklist and Checklist Explanations, in conjunction with the City of Lynwood's application of CEQA Guidelines, were used to reach reasonable conclusions on environmental impacts as mandated under the California Environmental Quality Act (CEQA). The project as identified in the project description and that no substantial evidence was found that the project or any of its aspects would cause a significant effect on the environment, thereby qualifying the project for a mitigated negative declaration (Friends of B Street v. City of Hayward (1980) 106 Cal. App. 3d 988).

The project as identified in the project description may cause potentially significant impacts on the environment without mitigation. Therefore, this environmental analysis concludes that a Mitigated Negative Declaration shall be issued to avoid and mitigate all potential adverse impacts on the environment by the imposition of mitigation measures and/or conditions contained and expressed in this document; the environmental case file known as **EA 2021-46** and the associated case(s), **SPR 2021-46.** Finally, based on the fact that these impacts can be feasibly mitigated to less than significant, and based on the findings and thresholds for Mandatory Findings of Significance as described in the California Environmental Quality Act, section 15065, the overall project impact(s) on the environment (after mitigation) **will not**:

* Substantially degrade environmental quality.
* Substantially reduce fish or wildlife habitat.
* Cause a fish or wildlife habitat to drop below self sustaining levels.
* Threaten to eliminate a plant or animal community.
* Reduce number, or restrict range of a rare, threatened, or endangered species.
* Eliminate important examples of major periods of California history or prehistory.
* Achieve short-term goals to the disadvantage of long-term goals.
* Result in environmental effects that are individually limited but cumulatively considerable.
* Result in environmental effects that will cause substantial adverse effects on human beings.

ADDITIONAL INFORMATION:

All supporting documents and references are contained in the Environmental Case File referenced above and may be viewed in the Planning Division of Lynwood City Hall.

For City information, addresses and phone numbers: visit the City's website athttp://lynwood.ca.us/ ; Departments ; Community Development ; Building, Safety and Planning or Planning Division, City Hall, 11330 Bullis Road, Lynwood, CA 90262
Public Works Department Information and contact information -http://lynwood.ca.us/public-works/# or City's main website under Departments; Public Works.

PREPARED BY:	TITLE:	TELEPHONE NO.:	DATE:
Alfredo Perez	Planning Associate	(310) 603-0220 x249	01/14/2022

	Impact?	Explanation	Mitigation Measures

APPENDIX A: ENVIRONMENTAL IMPACTS EXPLANATION TABLE

I. AESTHETICS			
a.	LESS THAN SIGNIFICANT IMPACT	The project site is not located within or near any known scenic vista and adjacent to a freeway. Impacts are less than significant.	
b.	LESS THAN SIGNIFICANT IMPACT	The project site is in a developed urban area and not located on land or an area containing natural or structurally scenic resources. Impacts are less than significant.	
c.	LESS THAN SIGNIFICANT IMPACT	The subject site is within an urbanized area and there is a potential for a substantial degradation the existing visual character or quality of public views of the site and its surroundings. The potential for aesthetic significant impacts are reduced to the less than significant level .	
d.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	The project proposes a source of light and glare and that could result in a potential negative impact if not mitigated. The use of construction materials with the latest lighting technology will fully address potential impacts and the referenced mitigation measures are recommended in order to reduce any potential impacts to the category to a less than signfiicant level.	**I-120. and I-130**
II. AGRICULTURE AND FOREST RESOURCES			
a.	NO IMPACT	The project site is located in a developed urban area, is not used for agricultural uses, and is zoned for manufacturing uses. There is no farmland or agricultural or forest uses on or in proximity to the site. No impact will occur.	
b.	NO IMPACT	The project site is located in a developed urban area, is not used for industrial uses and is zoned for manufacturing uses. There is no farmland or agricultural or forest uses on or in proximity to the site. No impact will occur.	
c.	NO IMPACT	The project site is located in a developed urban area, is not used for industrial uses and is zoned for manufacturing uses. There is no farmland or agricultural or forest uses on or in proximity to the site. No impact will occur.	
d.	NO IMPACT	The project site is located in a developed urban area, is not used for industrial uses and is zoned for manufacturing uses. There is no farmland or agricultural or forest uses on or in proximity to the site. No impact will occur.	

	Impact?	Explanation	Mitigation Measures
e.	NO IMPACT	The project site is located in a developed urban area, is not used for industrial uses and is zoned for manufacturing uses. There is no farmland or agricultural or forest uses on or in proximity to the site. No impact will occur.	
III. AIR QUALITY			
a.	NO IMPACT	The project will not conflict with or obstruct any air quality plan. The project will not contribute to a reduction in air quality by generating any additional trips to the site. As a result, this category is environmentally no impact.	
b.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	The project could result in potential significant impacts related to air quality affects of the new project. The project has the potential to to affect air quality due to increased trips to the site and excavation work; however, the impacts would be fully mitigated with implementation of the proposed mitigation measures.	**III-10.**
c.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	The project may increase pollutant concentrations. The referenced mitigation measures will address these potential impacts to less than significant level.	**III-10.**
d.	LESS THAN SIGNIFICANT IMPACT	The construction phase will be closely monitored by the applicant and various city departments and any affects (construction and operational activities) to the public are considered less than significant.	
IV. BIOLOGICAL RESOURCES			
a.	NO IMPACT	The project site is within an urbanized area and does not contain any known candidate, sensitive, or special status species. No impact will result.	
b.	NO IMPACT	The project site does not contain any riparian habitat or other identified sensitive natural communities. No impact will result.	
c.	NO IMPACT	The project site does not contain any wetlands. No impact will result.	

	Impact?	Explanation	Mitigation Measures
d.	NO IMPACT	The project site is not within or near any locations that would affect the movement of any native resident or migratory fish or wildlife species or have any affect upon (established or migratory) native resident, wildlife corridors, or native wildlife nursery locations. No impact will result.	
e.	NO IMPACT	No protected trees or tree preservations policies/ordinances protecting biological resources are affected and no impacts to this category exist. No impacts will result.	
f.	NO IMPACT	The project site is not located in or near the area of an adopted Habitat Conservation Plan or other approved habitat conservation plan. No impact will result.	
V. CULTURAL RESOURCES			
a.	NO IMPACT	The subject site does not contain any historical resources pursuant to §15064.5. No impact will result.	
b.	LESS THAN SIGNIFICANT IMPACT	The project is not located on a site with any known archaeological resources pursuant to § 15064.5; however, the applicant has agreed to have a Tribal representative present during excavation activities. Therefore, impacts will be less than significant with Tribal Cultural Resources Mitigation Measures.	
c.	LESS THAN SIGNIFICANT IMPACT	The project is not located on a site with any known paleontological resources, including those interred outside of formal cemeteries; however, the applicant has agreed to have a Tribal representative present during excavation activities. Therefore, impacts will be less than significant with Tribal Cultural Resources Mitigation Measures.	
VI. ENERGY			
a.	LESS THAN SIGNIFICANT IMPACT	The projects will result in a minimal increase in the consumption or energy, but have no affects to being wasteful or inefficient use operations. The proposed uses will be new and state-of-the-art and are not anticipated to rise to a significant level. Therefore, impacts will be less than significant.	

	Impact?	Explanation	Mitigation Measures
b.	NO IMPACT	The proposed use will not conflict with any state or local plan associated with energy resources for both the development and proposed operations. No impact will result.	
VII. GEOLOGY AND SOILS			
a.	LESS THAN SIGNIFICANT IMPACT	The project will not result in any significant (directly or indirectly) cause of any potential or substantial adverse effects that include risks of loss, injury or even death. The proposed billboard will comply the latest in building standards and codes. Any potential impacts are considered less than significant.	
i.	LESS THAN SIGNIFICANT IMPACT	The site might be subject to strong ground shaking and the project has taken this possibility in account by incorporating seismic measures into the design of the project. The potential impacts are satisfactorily addressed by implementing current building codes reducing potential impacts a less than significant level.	
ii.	LESS THAN SIGNIFICANT IMPACT	The subject site is located in an area not known to have historically significant seismic activity. The subject project is a being develop with a state-of-the-art billboard and impacts are considered to be less than significant.	
iii.	LESS THAN SIGNIFICANT IMPACT	The subject site is not located within a liquefaction zone and the proposed billboard will be developed to offset any potential impacts that may be disclosed in the future. Potential impacts are considered to be less than significant.	
iv.	NO IMPACT	The subject site is not upon land subject to landslides and no impacts are anticipated.	

	Impact?	Explanation	Mitigation Measures
b.	NO IMPACT	No soil erosion or loss topsoil will result. No impact will result.	
c.	LESS THAN SIGNIFICANT IMPACT	The project site is not located in a liquefaction prone area. Impacts are considered to be less than significant.	
d.	LESS THAN SIGNIFICANT IMPACT	The project site is not located in a area known to have expansive soils. Impacts are considered to be less than significant.	
e.	NO IMPACT	The project will not require service for water and sewer - no impacts will result.	
f.	NO IMPACT	The project will have affect (directly or indirectly) a paleontological resource or site or unique geologic feature. No impact will result.	
VIII. GREEN HOUSE GAS EMISSIONS			
a.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	Presently, the City of Lynwood is developing methodologies and inventories for quantifying greenhouse gas (GHG) emissions and evaluating various strategies and mitigation measures to determine the most effective course of action to meet the State goals as set forth under AB32. The State of California has required that GHG emissions be reduced to 1990 levels. The construction associated with the project is not expected to significantly increase the emission of GHG during construction and operation phases of the project. To further address any potential significant impacts that may result, mitigation measures are being proposed to further ensure this category does not rise to a level that would potentially negatively affect the environment. As a result, potential impacts will be less than significant.	**VIII-10.**

	Impact?	Explanation	Mitigation Measures
b.	LESS THAN SIGNIFICANT IMPACT	Presently, the City of Lynwood is developing methodologies and inventories for quantifying greenhouse gas (GHG) emissions and evaluating various strategies and mitigation measures to determine the most effective course of action to meet the State goals as set forth under AB32. The State of California has required that GHG emissions be reduced to 1990 levels. The construction associated with the project is not expected to significantly increase the emission of GHG during construction and operation phases of the project. To further address any potential significant impacts that may result, mitigation measures are being proposed to further ensure this category does not rise to a level that would potentially negatively affect the environment. As a result, potential impacts will be less than significant.	
IX. HAZARDS AND HAZARDOUS MATERIALS			
a.	NO IMPACT	No hazardous materials are proposed to be routinely transported, used, or disposed of as a part of the project. No impact will result.	
b.	LESS THAN SIGNIFICANT IMPACT	The project site is not located a Methane Zone and any potential impacts to the category are considered to be less than significant.	
c.	NO IMPACT	The project site is not associated with any hazardous emissions that must be addressed to protect any sensitive receptors. No impact will result.	
d.	LESS THAN SIGNIFICANT IMPACT	The project site is not included on a list of known hazardous materials sites and if any revealed will be addressed in-line with current law. less than significant impact.	
e.	NO IMPACT	The project site is not located within an airport land use plan or within two miles of any public airport. No impact will result.	
f.	NO IMPACT	The project site is not located within two miles of any private airstrip. No impact will result.	
g.	NO IMPACT	The project will not impair the implementation of or interfere with an emergency response or evacuation plan. Construction plans will be reviewed by the	

	Impact?	Explanation	Mitigation Measures
		Building Division as well as the LA County Fire Department. No impact will result.	
X. HYDROLOGY AND WATER QUALITY			
a.	LESS THAN SIGNIFICANT IMPACT	The proposed project is not anticipated to violate any water quality or waste discharge requirements. The project does not involve a process that would result in a point source discharge to a receiving water body nor is the project anticipated to create conditions, which may result in soil erosion, sediment runoff or nonpoint sources of contamination. Impacts will be less than significant.	
b.	NO IMPACT	While the project is not anticipated to violate any water quality or waste discharge requirements. No impact will result.	
c.	NO IMPACT	While the existing drainage pattern of the site may change, it will not cause substantial erosion or siltation on- or off-site, and the project will be required to comply with Lynwood Municipal Code requirements. No impact will result.	
i.	NO IMPACT	No substantial erosion or siltation is anticipated or will result. No impact will result.	
ii.	NO IMPACT	The site fully paved and no increased rate of surface runoff is anticipated. No impact will result.	
iii.	NO IMPACT	The proposed project is not anticipated to create or contribute to runoff water that would exceed the capacity of any existing or planned stormwater discharge systems or provide substantial additional sources of polluted runoff. No impact will result.	

	Impact?	Explanation	Mitigation Measures
iv.	NO IMPACT	The existing drainage pattern of the site will not change. No impact will result.	
d.	NO IMPACT	The subject site is not within a 100 year flood zone. No impact will result.	
e.	NO IMPACT	The project does not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. No impact will result.	
XI. LAND USE AND PLANNING			
a.	NO IMPACT	The project is in a location that is surrounded by compatible uses. It will not divide an established community. No impact will result.	
b.	LESS THAN SIGNIFICANT IMPACT	The Lynwood Municipal Code requires a filing a review reviewed by the Planning Commission and City Council. This review to impose conditions of approval to fully address any resulting project that would otherwise conflict with the City of Lynwood Land Use and Planning guidelines and regulations.	
XII. MINERAL RESOURCES			
a.	NO IMPACT	No impacts are anticipated as the site is not located in a known area of mineral resources.	
b.	NO IMPACT	No impacts are anticipated as the site is not located in a known area of mineral resources.	
XIII. NOISE			
a.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	Exposure to high levels of noise may occur during the construction & operation phases of the project. The potential impacts will be reduced to less than significant level with the implementation of referenced mitigation measure.	**XIII-20.**

	Impact?	Explanation	Mitigation Measures
b.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	The project is may create significant groundbourne noise for both its construction & operational phases. These potential impacts will be reduced to a less than significant applying XIII-20.	**XIII-20.**
c.	NO IMPACT	The project is not located within the vicinity or within 2 miles of an airport or private airstrip. No impact will result.	
XIV. POPULATION AND HOUSING			
a.	NO IMPACT	The project proposes a billboard and no impacts will result.	
b.	NO IMPACT	The project will not displace anyone which would thereby necessitate the construction of housing or any replacement housing. No impact will result.	
XV. PUBLIC SERVICES			
a.	NO IMPACT	The potential impacts to this overall category is no impact (refer to the below categories).	
	Fire protection? - NO IMPACT	The Los Angeles County Fire Department will review the project and impose any necessary, standard conditions. No impacts are anticipated.	
	Police protection? - NO IMPACT	No policing impacts are anticipated.	
	Schools? - NO IMPACT	No impacts to schools are anticipated.	
	Parks? - NO IMPACT	The project does not affect park or recreational uses. No impacts will result.	

	Impact?	Explanation	Mitigation Measures
	Other public facilities? - NO IMPACT	The project does not propose new development reaching a threshold likely to generate any significant demand for other types of public facilities. No impacts will result.	
XVI. RECREATION			
a.	NO IMPACT	The proposed project will not increase the use of existing neighborhood and regional parks. No impacts will result.	
b.	NO IMPACT	The proposed project does not include recreational facilities onsite. No impacts will result.	
XVII. TRANSPORTATION			
a.	NO IMPACT	The proposed project does not negatively affect programs, plans, resolutions or policies addressing the circulation system (including transit, roadway, bicycle and pedestrian facilities). No impact is anticipated.	
b.	NO IMPACT	The proposed project does not conflict or is inconsistent with any CEQA Guidelines delineated in SS 15063.2, Subdivision (b). No impacts will result.	
c.	NO IMPACT	The project is not expected to have any impacts to this category.	
d.	NO IMPACT	The project does not affect emergency access. No impacts will result.	
XVIII. TRIBAL CULTURAL RESOURCES			
i.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	The project site may lie upon a Tribal burial site or Native American settlement. The local Tribes were notified and one responded. Mitigation Measures have been imposed to reduce impacts to less than significant.	**XVIII**

	Impact?	Explanation	Mitigation Measures
ii.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	The project site may lie upon a Tribal burial site or Native American settlement. The locals Tribes were notified and one responded. Mitigation Measures have been imposed to reduce impacts to less than significant.	XVIII
XIX. UTILITIES AND SERVICE SYSTEMS			
a.	NO IMPACT	The project is well served by the City's existing infrastructure system and local utility providers and no impacts are anticipated.	
b.	NO IMPACT	Water resources are not impacted by the proposed billboard project.	

	Impact?	Explanation	Mitigation Measures
c.	NO IMPACT	Existing sewer/storm drain lines or potential maintenance problems will not result from the development of a new billboard. No impacts are anticipated.	
d.	NO IMPACT	The project does not have the potential to increase the amount of solid waste going to landfills and could have a cumulative impact on the City's waste disposal capacity. No impacts will result.	
e.	NO IMPACT	The project will not impact compliance with state, federal, and local statutes and regulations related to solid waste. No impacts are anticipated.	
XX. WILDFIRE			
a.	NO IMPACT	The project does not have the potential impairing any adopted emergency response plan or emergency evacuation plan. No impact will result.	
b.	NO IMPACT	The new billboard project will consist of code-compliant construction is not expected to be affected by slope, prevailing winds, and other factors or exacerbated by wildfire risks No impact will result.	
c.	NO IMPACT	The project will not require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that would exacerbate fire risk or the in temporary or ongoing impacts to the environment. No impact will result.	
d.	NO IMPACT	The project will not expose people or structures to significant risks that would include downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes. No impact will result.	

	Impact?	Explanation	Mitigation Measures
XXI. MANDATORY FINDINGS OF SIGNIFICANCE			
a.	NO IMPACT	The proposed project does not have the potential to significantly degrade the quality of the environment, substantially reduce the habitat of fish or wildlife species, or threaten to eliminate a plant animal community. The project is located in a developed, urbanized area, will not disrupt or hinder any known habitats, and is not a recognized cultural or historical resource. No impact will result.	
b.	LESS THAN SIGNIFICANT IMPACT	The surrounding properties are not significantly impacted by the project with the implementation of the subject project's Mitigation Measures. Furthermore, there are no known current or future similar projects in the immediate vicinity that, in conjunction with this proposed project, would result in cumulatively significant environmental impacts. Any project impacts that are individually limited but could be cumulatively considerable do not rise to a level that is considered greater than a "less than significant" level.	
c.	LESS THAN SIGNIFICANT IMPACT	The project as a whole will not rise to a level that would affect human beings to a level above a "less than significant" level.	

Google Maps

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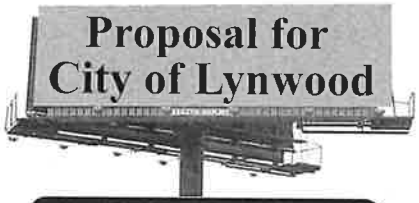

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October 26, 2021

Mr. Alfredo Perez
City of Lynwood
Community Development Department
Planning Division
11330 Bullis Road
Lynwood, CA 90262

Re: A Light Study For The Proposed Lynwood Message Center Located at 11104-6 Wright Rd., Lynwood, CA 90262

Dear Mr. Perez,

In furtherance of our Lynwood Message Center proposed for 11104-6 Wright Rd., we have enclosed this light study that shows how much the digital technology has improved. The goal for digital technology is to deliver a changeable copy that is legible without any glare. Bulletin Displays uses Watchfire digitals on our freeway locations. Watchfire is the best digital in the market today. There advances include bathing their modules in liquid silicon to make them completely waterproof and a diagnostic system that searches for the individual diodes that are having issues. The light technology is one of their best improvements and is an important factor for most government regulators and city councils. While you might be used to the glare of old digitals, and there are many still in use, we suggest that you drive our freeway digitals since you will be amazed how little glare they cast. I have referenced two locations below.

Background on Optical Measurements and Calculations

Watchfire Signs has been in the sign business since 1932 manufacturing both incandescent light bulb and LED signs.

Incandescent signs were commonly measured using illuminance measurements, partly because the light bulb is ideally a point source of light, illuminating equally in all directions, and illuminance meters are commonly available and inexpensive. Foot-candle measurements are made at a defined distance from the sign and the magnitude depends on the physical size of the sign.

LED signs are highly directional, which is an advantage in an urban setting since the light can be directed more precisely to the intended audience. Luminance measurements have been used to specify LED signs by the industry. The candela per square meter (NITs) unit allows a specification that does not depend on size or viewing distance.

http://www.signs.org/IndustryResources/TechnicalRegulatoryResources/BrightnessGuideforElectronicMessageCenters/tabid/745/Default.aspx

The study done on the sign adjacent to a residential and commercial areas at the location listed below used actual lab measurements made on modules using an illuminance meter. These measurements and extrapolations are then scaled up to the size of the sign and the distance corrections are made using the inverse square law. These calculations allow the study to be made in foot-candles, which then could be referenced back to the ISA study.

Below is the measurement equipment used by Bulletin Displays. If there are any questions on this subject Bulletin Displays technicians would be happy to discuss them.

Equipment used by Bulletin Displays technicians to make lighting measurements:
EXTECH Instruments- Heavy Duty Light Meter. It measures Foot candles with a range of 0 to 5000Fc, and Lux from 0 to 50,000 Lux.

Sign Lighting Study

Sign Details
Size: 14' x 48' Back-to-Back Structure Digital Off-Premise Message Center
Location: 11104-6 Wright Rd., at the (710) Freeway in the City of Lynwood, CA

Data Collection

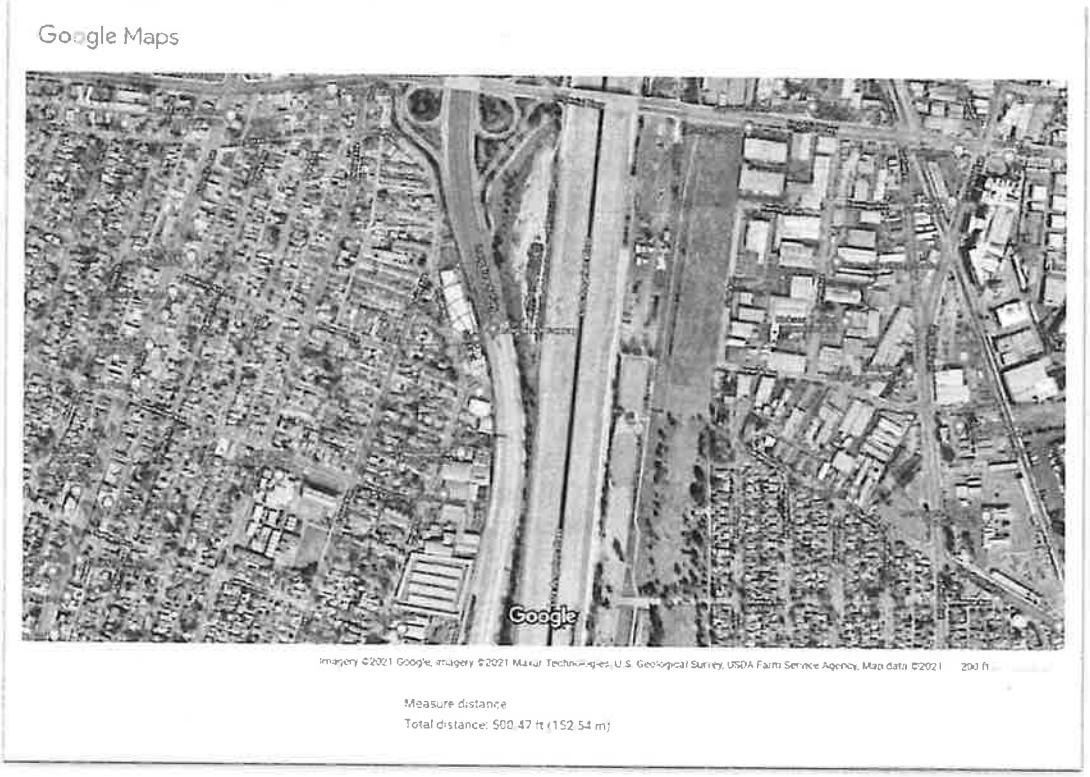
Light measurements are completed in foot-candles. A foot-candle is the amount of light produced by a single candle when measured from 1 foot away. For reference, a 100 watt light bulb produces 137 foot-candles at 1 foot away, .0548 foot-candles at 50 feet and .0137 foot-candles at 100 feet.

The table represents the total increase in ambient light produced by the sign under normal or typical operation at night. The ambient light increases will actually be less than shown in the chart since they fail to consider any objects blocking the line of site to the sign. Obstructions such as trees would further reduce real world overall ambient light increases. In addition to obstructions any existing light within the viewing cone will further diminish any light increase. Light also will diminish fast as the degrees increase from the center line "0" and the rapid decrease in light is further compounded as the distance from the light increases.

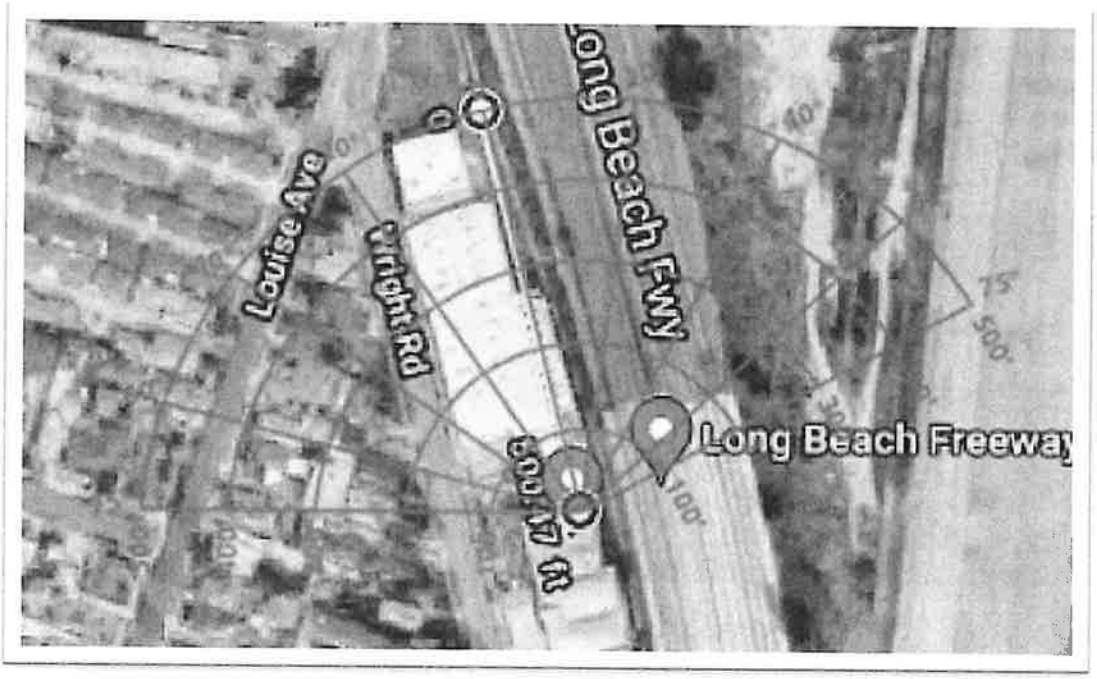
	0 degrees	*20 degrees*	*40 degrees*	*60 degrees*	*90 degrees*
100'	0.5110	*0.4216*	*0.2846*	*0.1288*	0.0256
200'	*0.1278*	*0.1054*	*0.0712*	*0.0322*	*0.0064*
300'	*0.0568*	*0.0468*	*0.0316*	*0.0149*	*0.0028*
400'	*0.0319*	*0.0264*	*0.0178*	*0.0080*	*0.0016*
500'	0.0204	0.0169	0.0114	0.0052	0.0010

Light values in foot-candles at night under typical operation

North Face of the Digital Sign (Vicinity)



North Face of the Digital Sign (Close Up)



South Face of the Digital Sign (Vicinity)

South Face of the Digital Sign (Close Up)

bulletindisplays.com mark.k@bulletindisplays.com

Existing Watchfire Freeway Message Centers

1. **Buena Park Message Center:** 25' x 48' (same Watchfire digital millimeters, but twice as large as the proposed Lynwood Message Center). E. L. of Western Avenue on S. L. of (5) Freeway in Buena Park

2. **Santa Fe Springs Message Center:** 14' x 48' (same exact size and digital millimeters as the proposed Lynwood Message Center). S. L. of Spring Avenue on E. L. of (5) Freeway in Santa Fe Springs.

Proposed Illumination Clause – National Standard & Used by other Cities

In order to legally control the light emitting from the digital displays, most cities are placing the following national standards into their Development Agreements and into their sign codes. The Watchfire digital signs include a light meter that reads the ambient light and will automatically dim or brighten the display so that is not more than .3 foot candles above ambient light from a distance of 250 feet for a 14' x 48' digital display. If there is a malfunction in the digital display regarding brightness, the display will automatically turn off.

> *Developer shall comply with State law regarding the limitation of light or glare or such other standards as adopted by the Outdoor Advertising Association of America, Inc. (OAAA), including but not limited to, the 0.3 foot-candles limitation over ambient light levels and ensuring additional flexibility in reducing such maximum light level standard given the lighting environment, the obligation to have automatic diming capabilities, as well as providing the City's Director of Planning or his or her designee with a designated*

Developer employee's phone number and/or email address for state emergencies or complaints that will be monitored 24 hours a day/7 days per week. Upon any reasonable complaint by the City's Planning Officer or designee, Developer shall dim the display to meet these guidelines and further perform a brightness measurement of the display using OAAA standards and provide the City with the results of same within 5 days of the City's complaint. Pre-set distances to measure the foot candles impact vary with the expected viewing distances of each size sign. Measurement distance criteria:

Nominal Face Size	*Distance to be measured from:*
12' x 25'	*150'*
10'6" x 36'	*200'*
14' x 48'	*250'*
20' x 60' or 25' x 48'	*350'*

Conclusion

Given the above comparisons and measurements, the residential and commercial areas will see an almost undetectable difference in ambient light after installation of a message center.

North Face: The north face of the sign has no impact on the east line of the (710) Freeway and the closest residents to the sign on the west line of the freeway are either at 200' @t 75° which nets .0382 foot-candles or at 300' @ 40° which nets .0316 foot-candles. The elms and other trees will further diminish this little amount of light.

South Face: The south face of the sign has no impact on the east line of the (710) Freeway and the closest residents to the sign on the west line of the freeway are either at 200' @ 75° which nets .0382 foot-candles or at 300' @ 40° which nets .0316 foot-candles. The numerous trees and bushes will further diminish this little amount of light.

Therefore closest location for both the north and south face both have a foot-candle of .0282 and since a 100 watt light bulb at 1' yields 137 foot-candles, a 100 watt light bulb on a porch would be 3,586 times brighter than the light from the south or north face of the sign. This small amount of light is further reduced by the trees and vegetation and other street and porch lights.

If you would like to schedule a demonstration with light meters at our existing digital signs, please let us know.

Sincerely,
BULLETIN DISPLAYS, LLC
"Creative Outdoor Advertising"

Mark A. Kudler
President

cc. Mr. Ernie Hernandez
City Manager
Mr. John Yonai
Interim Community Dev. Dir.

bulletindisplays.com **mark.k@bulletindisplays.com**

GABRIELEÑO BAND OF MISSION INDIANS – KIZH NATION

California State Recognized Aboriginal Tribe of the Los Angeles Basin
(Historically known as the Gabrieleño Tribal Council - San Gabriel Band of Mission Indians)

November 23, 2021

Alfredo Perez
City of Lynwood

Re: PROPOSED MITIGATION MEASURES RE KIZH NATION TRIBAL CULTURAL RESOURCES

Dear Alfredo Perez,

Pursuant to California Assembly Bill 52 and/or Senate Bill 18 (and any/all other applicable Federal, State, and local laws), the *Gabrieleño Band of Mission Indians – Kizh Nation* ("Tribe" or "Kizh") requested to and did consult with the City of Lynwood (the "lead agency"), regarding the New two Billboards :11104-6 Wright Rd and 11350 Wright Rd (the "Project"). As we explained, this Project site is located within the boundaries of Kizh ancestral territory.

As such, we discussed at length the adverse impacts of this Project on Kizh historical landscapes, ceremonial places, subsurface artifacts, and other Kizh tribal cultural resources ("TCR"). Significant, confidential information was shared, including *inter alia*, Kizh oral history, elder testimony, testimony by Kizh Certified Archaeologist, John Torres, data on Native American discoveries in proximity to the Project, historical information on Kizh cultural and historical uses of the area at and surrounding the Project site, historical maps, and relevant historical literature.[1]

Collectively, this evidence substantiated the irreparable harm Kizh TCRs will sustain unless you adopt and enforce the proposed mitigations for this Project, which are attached hereto. Please ensure to maintain the confidentiality of all information the Kizh has provided, and any/all additional information the Kizh provides in the future. (Pub. Res. Code §21082.3(c).) The laws preserving the confidentiality of Native American documents and records prohibits the inclusion of any information about the location of Native

[1] "Evidence that may support such a finding could include, among other evidence, elder testimony, oral history, tribal government archival information, testimony of a qualified archaeologist certified by the relevant tribe, testimony of an expert certified by the Tribal Government, official tribal government declarations or resolutions, formal statements from a certified Tribal Historic Preservation Officer, and historical notes, such as those found in the Harrington Papers and other anthropological records. (Office of Planning and Research: TECHNICAL ADVISORY - AB 52 AND TRIBAL CULTURAL RESOURCES IN CEQA, June, 2017, pp. 4-5.)

American artifacts, sites, sacred lands, or any other information that is exempt from public disclosure pursuant to the Public Records Act. (Cal. Code Regs. § 15120(d); Clover Valley Foundation v. City of Rocklin (2011) 197 Cal.App.4th 200, at p. 220).

Finally, as a reminder, CEQA requires lead agencies to evaluate a project's impacts to TCRs separate and apart from all other factors, such as cultural resources, archaeological, historical, and paleontological.[2] Moreover, the California Court of Appeal made clear in the 2020 published opinion, Save the Agoura Corndell Knoll v. City of Agoura Hills, et al. (2020) 46 Cal.App.5th 665, that upon adoption, it must be clear that the TCR mitigations adopted will sufficiently reduce the project's impacts to TCRs below the threshold of significance; otherwise, the mitigations do not comply with CEQA and cannot be enforced.[3] As you know, as lead agency, CEQA mandates you to oversee *and enforce* compliance with the mitigations and conditions of approval adopted for the Project, CEQA, and all applicable state and local laws. (Pub. Res. Code § 21081.6(a)(1) [The reporting or monitoring program shall be designed to ensure compliance during project implementation].)

Thank you for your anticipated cooperation. We look forward to working with you.

Sincerely,

Andrew Salas, Chairman
Gabrieleno Band of Mission Indians – Kizh Nation

Enclosures

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[2] Public Resources Code Section 21083.09 required the Office of Planning and Research to revise the CEQA guidelines to include separate consideration of tribal cultural resources.

[3] (*Id.* at pp. 685-6 ["[i]t is improper to defer the formulation of mitigation measures until after project approval; instead, the determination of whether a project will have significant environmental impacts, and the formulation of measures to mitigate those impacts, must occur before the project is approved."]; see also CEQA Guidelines §15126.4(a)(1)(B).)

GABRIELENO BAND OF MISSION INDIANS – KIZH NATION - PROPOSED TCR MITIGATION MEASURES

TCR-1: Retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities

A. The project applicant/lead agency shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation. The monitor shall be retained prior to the commencement of any "ground-disturbing activity" for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project, such as public improvement work). "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.
B. A copy of the executed monitoring agreement shall be submitted to the lead agency prior to the earlier of the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity.
C. The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project applicant/lead agency upon written request to the Tribe.
D. On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh from a designated point of contact for the project applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Kizh TCRs.
E. Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Kizh monitor and/or Kizh archaeologist. The Kizh will recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural and/or historic purposes.

TCR-2: Unanticipated Discovery of Human Remains and Associated Funerary Objects

A. Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute.
B. If Native American human remains and/or grave goods discovered or recognized on the project site, then all construction activities shall immediately cease. Health and Safety Code Section

7050.5 dictates that any discoveries of human skeletal material shall be immediately reported to the County Coroner and all ground-disturbing activities shall immediately halt and shall remain halted until the coroner has determined the nature of the remains. If the coroner recognizes the human remains to be those of a Native American or has reason to believe they are Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission, and Public Resources Code Section 5097.98 shall be followed.

C. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).

D. Construction activities may resume in other parts of the project site at a minimum of 200 feet away from discovered human remains and/or burial goods, if the Kizh determines in its sole discretion that resuming construction activities at that distance is acceptable and provides the project manager express consent of that determination (along with any other mitigation measures the Kizh monitor and/or archaeologist deems necessary). (CEQA Guidelines Section 15064.5(f).)

E. Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods. Any historic archaeological material that is not Native American in origin (non-TCR) shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes.

F. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.

TCR-3: Procedures for Burials and Funerary Remains:

A. As the Most Likely Descendant ("MLD"), the Koo-nas-gna Burial Policy shall be implemented. To the Tribe, the term "human remains" encompasses more than human bones. In ancient as well as historic times, Tribal Traditions included, but were not limited to, the preparation of the soil for burial, the burial of funerary objects with the deceased, and the ceremonial burning of human remains.

B. If the discovery of human remains includes four or more burials, the discovery location shall be treated as a cemetery and a separate treatment plan shall be created.

C. The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact. Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects. Cremations will either be removed in bulk or by means as necessary to ensure complete recovery of all sacred materials.

D. In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. If this type of steel plate is not available, a 24-hour guard should be posted outside of working hours. The Tribe will make every effort to recommend diverting the project and keeping the remains in situ and protected. If the project cannot be diverted, it may be determined that burials will be removed.

E. In the event preservation in place is not possible despite good faith efforts by the project

applicant/developer and/or landowner, before ground-disturbing activities may resume on the project site, the landowner shall arrange a designated site location within the footprint of the project for the respectful reburial of the human remains and/or ceremonial objects.

F. Each occurrence of human remains and associated funerary objects will be stored using opaque cloth bags. All human remains, funerary objects, sacred objects and objects of cultural patrimony will be removed to a secure container on site if possible. These items should be retained and reburied within six months of recovery. The site of reburial/repatriation shall be on the project site but at a location agreed upon between the Tribe and the landowner at a site to be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered.

G. The Tribe will work closely with the project's qualified archaeologist to ensure that the excavation is treated carefully, ethically and respectfully. If data recovery is approved by the Tribe, documentation shall be prepared and shall include (at a minimum) detailed descriptive notes and sketches. All data recovery data recovery-related forms of documentation shall be approved in advance by the Tribe. If any data recovery is performed, once complete, a final report shall be submitted to the Tribe and the NAHC. The Tribe does NOT authorize any scientific study or the utilization of any invasive and/or destructive diagnostics on human remains.

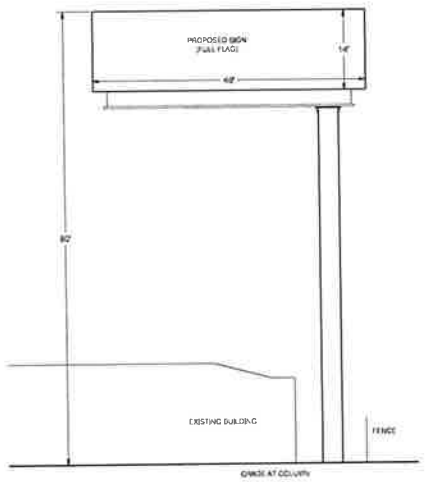
PLEASE NOTE THE FOLLOWING:

Any/all revisions to the Kizh's proposed TCR mitigations set forth above must be requested in writing, and not more than ten (10) calendar days from the date that we consulted on the subject Project. Requested revisions shall be delivered to the Kizh via email at admin@gabrielenoindians.org, and in a Word document, redline format. Please include as the email subject: "REQUEST FOR MITIGATION REVISIONS," and identify the project name and location/address. If revisions are not requested within 10 calendar days of consultation, the Kizh's proposed mitigations are presumed accepted as proposed (i.e., as set forth above).

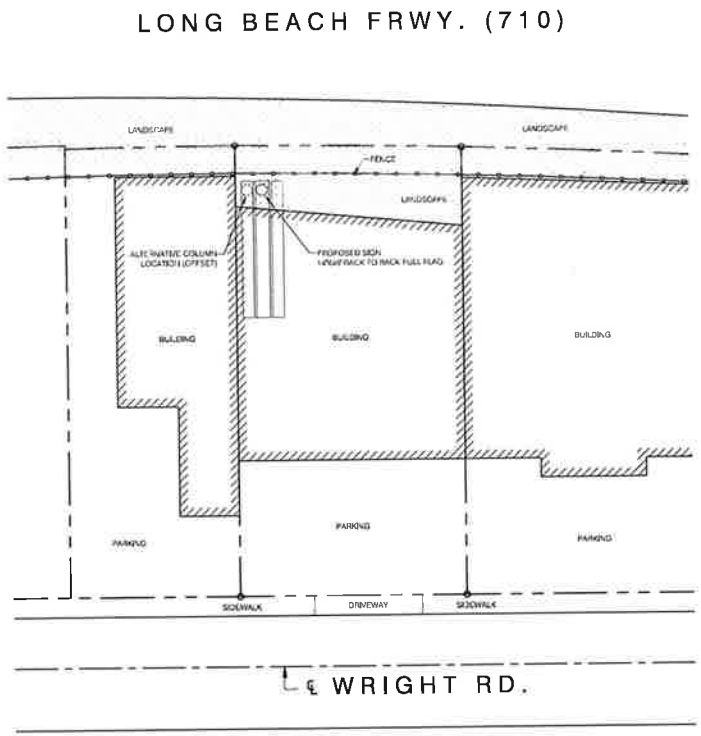
Thank you for your anticipated cooperation.

Vicinity Map:
Not to Scale

Elevation Looking North:
1" = 10'



Site Plan:
1" = 20'



Project	Electrical	Proprietary Print & Design	Engineer	Contractor	Applicant	Date	12-01-20	Drawn By	PH
11104 Wright Rd., Lynwood, CA 90262 APN#: 6194-029-006 The configuration will be a 14' x 48' two sided back-to-back structure digital billboard and the height will be approx. 80' from the top of the sign to the apex of the freeway grade.	Proposed Electrical Load Schedule Drawings: A 2" schedule 80 sweep into 2" schedule 40 coming from existing panel that goes into a 2" schedule 80 sweep up the billboard column to a 200amp panel on the billboard column. The billboard requires single-phase 120/240.	This print and design concept is the property of Bulletin Displays, LLC. Copyrighted 2020 by Bulletin Displays, LLC. This is the unpublished drawing created by Bulletin Displays, LLC. Any other use of this reproduction is prohibited without the written authorization from Bulletin Displays, LLC.	RMG Outdoor, Inc. 4425 North 24th St., Ste 200 Phoenix, AZ 85016 (602) 230-8634 * Fax (602) 230-9071 Engineer - John Weaver jweaver@rmg-online.com	CONTRACTOR UDCO DIVERSIFIED INC.	OWNER BULLETIN DISPLAYS, LLC "CREATIVE OUTDOOR ADVERTISING" 3121 E. South Street, Suite B Long Beach, CA 90805 Phone (310) BULLETIN (562) 470-6990 Fax (562) 470-0686	Revisions	12-03-20	Approved By	MK
								Sheet No.	
								Scale	As Noted (24"x36" sheet)
								Drawing No.	

ATTACHMENT F
LIGHT STUDY

Project Location: 11104-06 Wright Road

01/17/22

LIGHTING STUDY

Watchfire Signs has been manufacturing outdoor electric signs since 1932 and LED signs since 1996. Currently, we have more than 60,000 LED signs in operation worldwide.

History of Optical Measurements and Calculations

Outdoor signs using incandescent light bulbs commonly measured illuminance using meters that report brightness in foot-candles. This unit is the standard measurement partly because a light bulb is a source of light that illuminates equally in all directions. LED signs are measured with the same meter even though its light does not illuminate equally in all directions. LED signs are designed to be highly directional, which is an advantage. LEDs allow light to be directed toward an intended audience, rather than dispersed in a wider arc out from the face of the sign.

In the LED industry, luminance, or the intensity of visible light, is measured by nits, where one candela per square meter is equal to one nit. However, luminance meters are expensive, difficult to use in the field, and are not ideal for lighting studies commonly used for meeting local permitting requirements. As a result, LED signs are often evaluated using foot-candle measurements.

A foot-candle is the amount of light produced by a single candle when measured from one foot away. For reference, a 100-watt light bulb produces 137 foot-candles from 1 foot away, .0548 foot-candles from 50 feet away, and .0137 foot-candles from 100 feet away.

Watchfire Signs is Compliant with National Lighting Requirements

Watchfire Signs has adopted brightness standards endorsed by both the International Sign Association (ISA) and Outdoor Advertising Association of America (OAAA). These standards were the result of detailed analysis and recommendations for lighting control completed by Dr. Ian Lewin of Lighting Sciences Inc. The studies are based on accepted practices by the Illuminating Engineering Society of North America (IESNA) for evaluating and controlling "light trespass". Watchfire Signs' products meet the requirements set forth by both associations, based on these studies and recommendations, which results in lighting impact of no more than 0.3 foot-candles above existing ambient light levels. Total foot-candles are dependent on size and distance and can be adjusted as needed. Please see below for the site-specific lighting study and Exhibit A for details surrounding the OAAA lighting standards and practices.

Automatic Brightness Adjustment:

Watchfire's billboard displays are set to have a maximum daytime brightness level of 7,500 nits and a maximum nighttime brightness level of 300 nits. All Watchfire signs automatically adjust brightness levels using a primary 100-step hardware photocell, with a software photocell backup. The hardware photocell will automatically adjust the sign's brightness relative to changes in ambient light levels. If the software photocell is used, the sign will automatically adjust brightness based on the longitude and latitude location of the sign. The sign is appropriately dimmed or brightened based around daily sunrise and sunset. For both options, a sign operator can manually decrease the brightness from standard

settings, but for safety reasons and in conformance to industry codes, Watchfire cannot allow signs to operate brighter than standard settings.

Night Skies:

All Watchfire signs are designed with night skies in mind. To achieve the best image quality and power efficiency, we are interested in having light reach only the audience. We have implemented technology into our products that prevent them from being brightened in the field after installation and allow for downward adjustment when the impact is too great for a specific area or application. Watchfire has developed specially designed louver panels that not only protect the LEDs from damage but limit the vertical impact of the light output. This technology, coupled with the automated brightness adjustments, limits impact to vertical ambient lighting.

Title 24 Compliance:

Watchfire displays was the first in the industry to meet the requirements for UL Greenleaf certifications set forth by Title 24 of the California Code of Regulations. A copy of the Certificate of Conformance is available upon request.

Redundancy:

All Watchfire displays have intelligent control with Automated Diagnostics down to individual LED level. In the unlikely event that a lighting control fails, or a sign malfunction, the operator and Watchfire are immediately notified. If necessary, there are protocols in place to have the sign go dark along with hardware installed in each display to allow for remote power control.

Equipment used by Watchfire Signs to Measure Luminance
Foot-candles/Lux - Minolta Illuminance Meter T-10
Nits/candela/sq. m – Minolta Luminance Meter LS-100
Sign Calibration – Minolta CS-1000 Spectra radiometer

The proceeding study uses actual lab measurements made on modules using an illuminance meter. These measurements and extrapolations were then scaled up to the size of the sign and distance corrections were made using the inverse square law.

SIGN LIGHTING STUDY

Sign Details

Size: 14' x 48' Digital Billboard

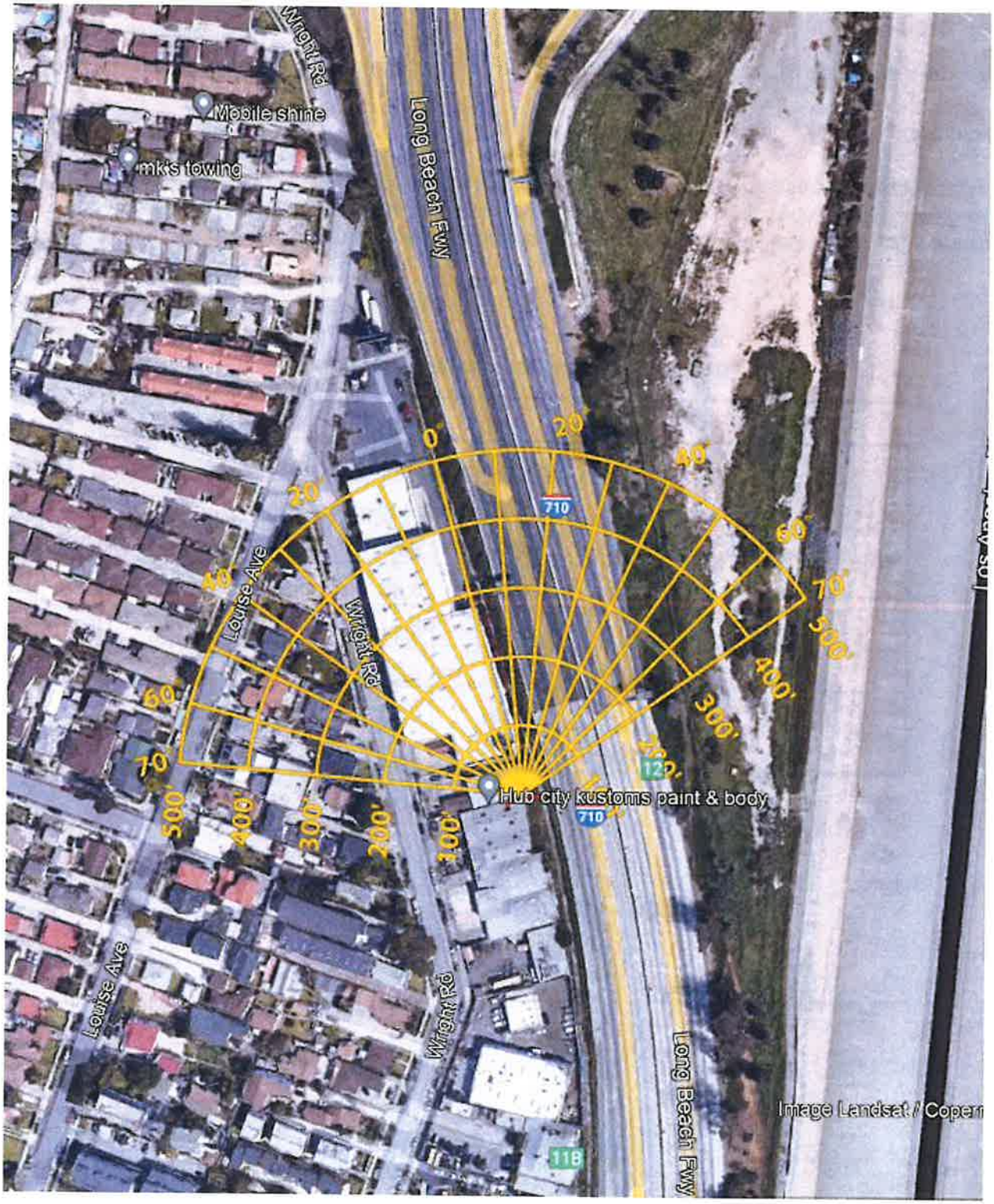
Location: *11104-6 Wright Rd.., Lynwood, CA 90262*

The table below represents a large LED sign, demonstrating the increase in illuminance from the sign during normal night operation. The values are within the standards of both the ISA and OAAA and indicate that the ambient light broadcast into the surrounding area has minimal effect.

Foot-candles at night under normal operation

Viewing Area (ft) (H x W)	14	x	48		
Foot-candles at night under normal operation					
	Horizontal Viewing Angle				
Viewing Distance (ft)	**0°**	**20°**	**40°**	**60°**	**70°**
100	0.68	0.63	0.55	0.38	0.23
200	0.17	0.16	0.14	0.10	0.06
300	0.08	0.07	0.06	0.04	0.03
400	0.04	0.04	0.03	0.02	0.01
500	0.03	0.03	0.02	0.02	0.01

Example Broadcast of Light at Distances and Angles



Conclusion

Given the above comparisons and measurements, the area will see an almost undetectable difference in ambient light after installation of the digital led billboards.

Exhibit A: OAAA Lighting Standards

Brightness Criteria

A. OAAA Guidelines: The OAAA recommended brightness criteria for digital billboards is as follows:
   - Light produced by a digital billboard should not exceed 0.3 Footcandles over ambient light levels.
   - Measurement should be taken utilizing a Footcandle meter from the following distances perpendicular to the face of the digital billboard):

     - Posters: 150 feet
     - 10'6x36' Bulletins: 200 feet
     - 14x48 Bulletins: 250 feet
     - 20x60 Bulletins: 350 feet

     The measurement distances are based on the average minimum viewing distances for each type of billboard.
   - Digital billboards must have automatic dimming capability.

B. Basis for the Guidelines. These guidelines are based on recommendations by lighting expert Dr. Ian Lewin, Lighting Sciences Inc. (Scottsdale, AZ), in a March, 2008 report to the OAAA. Dr. Lewin developed brightness criteria to meet the following general guidelines:
   - Appropriately Legible Copy. Digital advertising copy is appropriately legible and not overly bright.
   - Simplicity. Provide a guideline that can be easily implemented and enforced. Measurement of the ambient light level of the sign on and off is conducted by a footcandle meter. If the difference in measurements is less than 0.3 footcandles, the digital billboard is in compliance.
   - Established Guidelines. The criteria are based on established scientific methodology and established industry standards from the Illuminating Engineering Society of North America (IESNA) publication TM- 11-00 "light trespass" theory which is an accepted standard in the lighting industry.
   - Flexibility. Ensure proper brightness levels in a variety of lighting environments.

C. Additional Issues/Clarification
   - Automatic Dimming Capability. A digital billboard must be able to automatically adjust as ambient light levels change. An automatic light sensing device (such as photocell or similar technology) should be utilized for adjusting the digital billboard's brightness. Sunset-sunrise tables and manual methods of controlling brightness are not acceptable as a primary means of controlling brightness.
   - Brightness Measurement Methodology. The brightness standard requires the use of a Footcandle meter (also known as a "Lux meter"; ~$100-1000). A Footcandle meter measures the amount of light arriving at the meter (illuminance), as opposed to an absolute measurement of the amount of light emanating from a light source or light sources (luminance). A Footcandle is a measure of lumens (light rays) that fall on one square foot area; Lux is the metric equivalent of a Footcandle.
     In contrast, a Candela Meter / NIT Gun (~$3,000) measures the amount of light emanating from a specific light source (luminance). A NIT gun measures candelas (a measure of luminance or brightness) per meter squared (also known as "NITS"), which is a measure of the brightness emanating from a specific light source. It excludes ambient light (which may include light from many sources) from the measurement. Standard NIT levels and/or utilization of a NIT gun are not a part of the OAAA recommended brightness guideline.

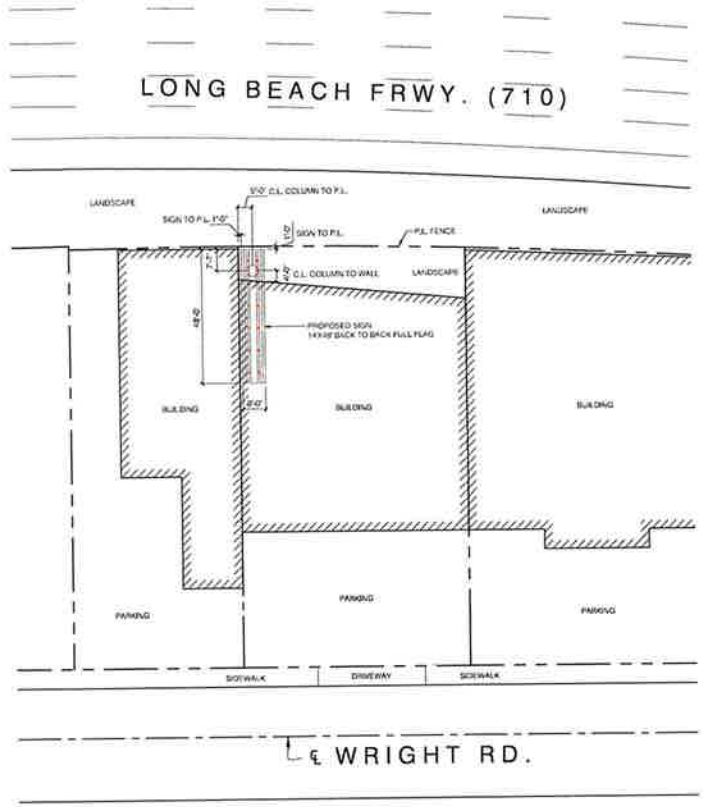
OAAA Washington, DC Headquarters | 1850 M Street, N.W., Suite 1040 | Washington, D.C. 20036
Phone: (202) 833-5566 | Fax: (202) 833-1523
www.oaaa.org

ATTACHMENT G
Project Plans and Color Rendering

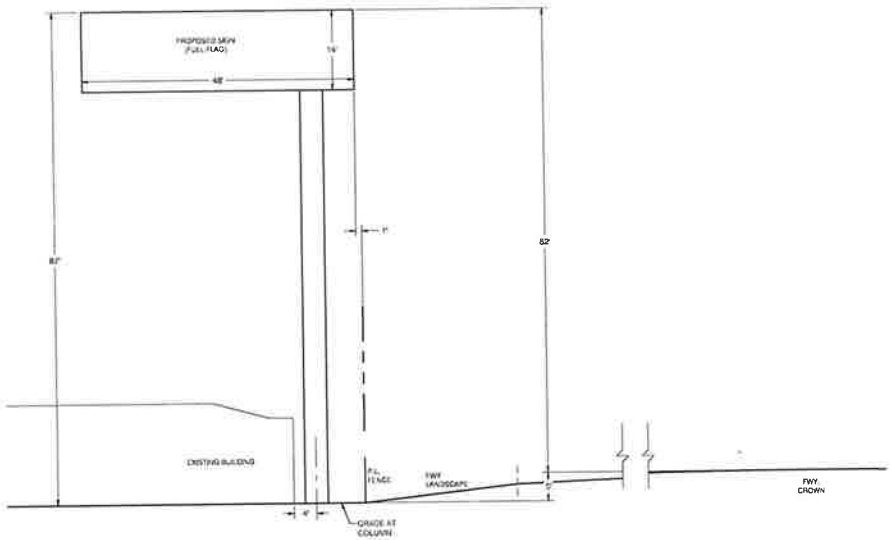
Project Location: 11104-06 Wright Road

Vicinity Map:
Not to Scale

Site Plan:
1" = 20'



Elevation Looking North:
1" = 10'



Project	Electrical	Proprietary Print & Design	Engineer	Contractor	Applicant	Date	12-01-20	Drawn By	PH
11104 Wright Rd., Lynwood, CA 90262 APN#. 6194-029-006 The configuration will be a 14' x 48' two sided back-to-back structure digital billboard and the height will be approx. 80' from the top of the sign to the apex of the freeway grade.	Proposed Electrical Load Schedule Drawings: A 2" schedule 80 sweep into 2" schedule 40 coming from existing panel that goes into a 2" schedule 80 sweep up the billboard column to a 200amp panel on the billboard column. The billboard requires single-phase 120/240.	This print and design concept is the property of Bulletin Displays, LLC. Copyrighted 2020 by Bulletin Displays, LLC. This is the unpublished drawing created by Bulletin Displays, LLC. Any other use of this reproduction is prohibited without the written authorization from Bulletin Displays, LLC.	RMG Outdoor, Inc. 4425 North 24th St., Ste 200 Phoenix, AZ 85016 (602) 230-8634 * Fax (602) 230-9071 Engineer - John Weaver jweaver@rmg-online.com	CONTRACTOR KUDCO DIVERSIFIED INC.	OWNER BULLETIN DISPLAYS, LLC "Creative Outdoor Advertising" 3127 E. South Street, Suite B Long Beach, CA 90805 Phone (310) BULLETIN (562) 470-0880 Fax (562) 470-0886	Revisions	12-03-20 08-27-21 01-21-22	Approved By Sheet No. Scale Drawing No.	MK As Noted (24"x36" sheet)

Bulletin Displays Static & Digital Signs

(710) Freeway @ 11104-6 Wright Rd.

(actual city approved concept may differ)

BULLETIN DISPLAYS, LLC
"Creative Outdoor Advertising"
3127 E. South St., Ste. B
Long Beach, CA 90805
(310) BULLETIN [285-5384]
(562) 470-6680 * Fax (562) 470-6686
BulletinDisplays.com

Display - 14'x48'
Parial Flag Back-to-Back Digital
Overall Height - Per City code.

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