

## MEMORANDUM

**TO:** HONORABLE MAYOR & CITY COUNCIL MEMBERS  
**FROM:** CAROLYNN PETRU, AICP, DEPUTY CITY MANAGER <sup>CP</sup>  
**DATE:** DECEMBER 6, 2011  
**SUBJECT:** BORDER ISSUES STATUS REPORT  
**REVIEWED:** CAROLYN LEHR, CITY MANAGER   
Project Manager: Kit Fox, AICP, Senior Administrative Analyst 

### RECOMMENDATION

Receive and file the current report on the status of Border Issues.

### EXECUTIVE SUMMARY

This month's report includes:

- An update on the status of the revised *Ponte Vista* project at the former Navy housing complex on Western Avenue in Los Angeles (San Pedro);
- A brief update on the lawsuit challenging the *Chandler Ranch*/Rolling Hills Country Club project in Rolling Hills Estates and Torrance;
- An update regarding the proposal for stadium lights at Palos Verdes Peninsula High School in Rolling Hills Estates;
- An update on the Rancho LPG butane storage facility in Los Angeles (San Pedro); and,
- An update on Marymount College's Conditional Use Permit application for its campus on Palos Verdes Drive North in Los Angeles (San Pedro).

### BACKGROUND

The following is the regular bi-monthly report to the City Council on various "Border Issues" potentially affecting the residents of Rancho Palos Verdes. The complete text of the current status report is available for review on the City's website at:

[http://palosverdes.com/rpv/planning/border\\_issues/2011/20111206\\_BorderIssues\\_StatusRpt.cfm](http://palosverdes.com/rpv/planning/border_issues/2011/20111206_BorderIssues_StatusRpt.cfm)

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### DISCUSSION

#### Current Border Issues

##### *Ponte Vista Project at Former Navy Housing Site, Los Angeles (San Pedro)*

On November 17, 2011, the developer's traffic consultant presented preliminary findings from the traffic study for the *Ponte Vista* project to the Planning and Land Use Committee of the Northwest San Pedro Neighborhood Council (NWSPNC). At this time, the City of Los Angeles Department of Transportation (LADOT) has not yet approved the traffic study's assumptions and the Draft Environmental Impact Report (DEIR) is not expected to be released for public review and comment until the first quarter of 2012. Nevertheless, the preliminary findings of the traffic study have identified significant impacts at four (4) Western Avenue intersections that are located (at least partially) within Rancho Palos Verdes: Peninsula Verde Drive, Avenida Aprenda, Delasonde Drive/Westmont Drive and Trudie Drive/Capitol Drive. In order to mitigate these impacts to less-than-significant levels, it is likely that right-of-way modifications (i.e., restriping, narrowing the median, adding/modifying traffic signals, etc.) will be required, some of which could occur within Rancho Palos Verdes' jurisdiction and would require our concurrence prior to implementation. Staff will continue to monitor this project in future Border Issues reports.

##### *Chandler Ranch/Rolling Hills Country Club Project, Rolling Hills Estates and Torrance*

As "Late Correspondence" for the October 4, 2011, City Council meeting, Staff distributed a copy of the "Notice to Public Agencies" regarding the lawsuit challenging the *Chandler Ranch/Rolling Hills Country Club* project (see attachments). Staff will continue to monitor this project in future Border Issues reports.

##### *Peninsula High School Stadium Lights Proposal, Palos Verdes Peninsula Unified School District/Rolling Hills Estates*

On October 7, 2011, the *Daily Breeze* reported that supporters of the proposed stadium lights at Peninsula High School had filed suit against the Palos Verdes Peninsula Unified School District (see attachments). The plaintiffs, Friends of Friday Night Football, are reportedly not directly affiliated with the Peninsula Stadium Lights Steering Committee, which was ordered to cease fundraising activity for the project by the Board of Education this past July. Friends of Friday Night Football alleges that the Board of Education violated the Brown Act by not adequately notifying interested parties of the possibility that the Board might act to terminate the project at the July meeting. On November 13, 2011, the *Daily Breeze* (see attachments) reported that the Board would discuss this matter again at a special meeting to be held on November 15, 2011.

At its meeting on November 15, 2011 (see attachments), the Board first rescinded its action of July 14, 2011, thereby rendering moot the alleged Brown Act violation cited in the

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lawsuit. The Board then conducted a public hearing on the merits of allowing fundraising for the stadium lights project to resume and continue. The Board received testimony from more than fifty (50) speakers, the majority of whom were supporters of the stadium lights project. Comments on both sides of the argument largely mirrored those raised during previous meetings with the Board and with the city councils of Rancho Palos Verdes and Rolling Hills Estates (see attached *Daily Breeze* article). At the conclusion of public comments, the Board deliberated and again voted unanimously to terminate its approval of the capital campaign for the stadium lights project. In so doing, the Board cited the divisive nature of the project within the surrounding community, and the belief that project proponents and opponents would be unable to achieve a mutually-acceptable solution at this time. However, the Board largely expressed support for the concept of stadium lights at some point in the future. Stadium lights supporters also suggested the possibility of pursuing the use of temporary, portable stadium lighting.

Given the current (and potential future) litigation in this matter, Staff will continue to monitor this project in future Border Issues reports.

*Rancho LPG Butane Storage Facility, Los Angeles (San Pedro)*

As "Late Correspondence" for the October 4, 2011, City Council meeting, Staff distributed a copy of a letter from Rancho LPG to the Central San Pedro Neighborhood Council, which included as an attachment a letter from Los Angeles City Attorney Carmen Trutanich to the attorney representing San Pedro and Peninsula Homeowners United (see attachments). In essence, the letter concluded that the Los Angeles City Attorney's office did not have sufficient evidence or grounds upon which to revoke Rancho LPG's right to use a railroad line in Los Angeles city right-of-way or to compel the preparation of a new environmental impact report for the Rancho LPG butane storage facility.

Related to this issue, the attachments to tonight's report also include the following:

- On October 4, 2011, "Late Correspondence" for that evening's City Council meeting included an e-mail chain from Jeanne Lacombe.
- On October 7, 2011, Staff was copied on an e-mail from Janet Gunter to the City and Port of Los Angeles regarding the discussion of the Rancho LPG facility at the Board of Harbor Commissioner's meeting on September 1, 2011.
- On October 10, 2011, the Los Angeles *Times* published an article regarding the Rancho LPG facility.
- On October 13, 2011, Janet Gunter forwarded to Staff a copy of the revocable permit granted to rancho LPG by the Port of Los Angeles for the use of a portion of the rail spur line serving the property.
- On October 17, 2011, Staff received a flyer announcing a community protest to be staged near the Rancho LPG facility on October 29, 2011 (the *Daily Breeze* subsequently reported on this protest on October 30, 2011).

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- On October 21, 2011, Staff received a letter from Rancho LPG, which included a letter from the State Attorney General's office concluding that the State had no grounds to issue an injunction to shut down the facility.
- On October 29, 2011, the Los Angeles *Times* reported that Los Angeles City Councilwoman Jan Perry was calling for an investigation of the Rancho LPG facility.
- On November 14, 2011, Jeanne Lacombe forwarded to Staff a copy of a proposed motion by the Northwest San Pedro Neighborhood Council regarding the insurance requirements for Rancho LPG (which was subsequently adopted).
- On November 20, 2011, Jody James forwarded to Staff a copy of the November 15, 2011, motion by the Port Community Advisory Committee (PCAC) demanding that the Port of Los Angeles revoke the permit allowing Rancho LPG to use the rail spur line serving the property.

Staff will continue to monitor this project in future Border Issues reports.

### *Marymount College San Pedro Campus Master Plan, Los Angeles (San Pedro)*

Marymount College submitted its Conditional Use Permit (CUP) application to the City of Los Angeles in late September 2011 (see attachments). The application discusses the following phasing of the project over a 20-year period:

- Phase I: Construct 123-space surface parking lot along Palos Verdes Drive North; "densify" thirty-four (34) existing housing units to create an additional bedroom; modify community building and laundry facility; construct site water treatment facilities.
- Phase II: Add an additional bedroom in eighty-two (82) existing units; construct parking for forty-one (41) additional vehicles; convert private driveway (USS Antietam Drive) into a fire lane and pedestrian way.
- Phase III: Construct 27,000-square-foot student services building with dining hall, forty-four (44) faculty offices, thirty-five (35) administrative offices and nine (9) academic classrooms; construct 2-level parking structure; demolish six (6) existing housing units for construction of a 5,500-square-foot maintenance facility.
- Phase IV: Construct seventy-six (76) additional bedrooms in existing buildings.
- Phase V: Construct 16-classroom academic building with studios, laboratories and thirty-two (32) faculty offices; construct one hundred twelve (112) additional parking spaces.

On October 27, 2011, Marymount College representatives met again with the Land Use and Planning Committee of the Northwest San Pedro Neighborhood Council (NWSPNC) to present the draft traffic impact study for the project (see attachments). With the traffic study assumptions now approved by the Los Angeles Department of Transportation (LADOT), estimates of the trip generation for the San Pedro Campus are as follows:

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	Average Daily Trips	AM Peak-Hour Trips	PM Peak-Hour Trips
Proposed Project	2,750	126	279
Existing Conditions	536	43	48
Net Increase in Trips	2,214	83	231

It should be noted that the numbers of net additional trips are all higher than the preliminary estimates presented by Marymount College in July 2011, particularly those for average daily trips and AM peak-hour trips (342 more trips and 60 more trips, respectively). The draft study includes six (6) study intersections located partially or wholly in Rancho Palos Verdes, but omitted several Western Avenue intersections between Palos Verde Drive North and Trudie Drive/Capitol Drive. As a result of discussion at the meeting on October 27, 2011, the College has agreed to include additional analysis at the following intersections in Rancho Palos Verdes:

- Western Ave. & Peninsula Verde Dr.
- Western Ave. & Green Hills Memorial Park entry
- Western Ave. & Avenida Aprenda
- Western Ave. & Delasonde Dr./Westmont Dr.
- Western Ave. & Toscanini Dr.
- Western Ave. & Caddington Dr.

Two (2) of these intersections coincide with the entries for the proposed *Ponte Vista* project (i.e., Green Hills Memorial Park entry and Avenida Aprenda). The College's traffic consultant also agreed to look at extending the "normal" afternoon/evening peak-hour impact analysis to account for the large number of public and private schools within the general vicinity of the Western Avenue corridor. Based upon the current draft study, significant traffic impacts are expected at Palos Verdes Drive East and Miraleste Drive, which will require the installation of a traffic signal.

Marymount College expects to report back to the NWSPNC Planning and Land Use Committee on the status of its application with the City of Los Angeles after the first of the year. Staff will continue to monitor this project in future Border Issues reports.

New Border Issues

There are no new Border Issues on which to report at this time.

Attachments:

- NWSPNC Planning & Land Use Committee agenda (dated 11/17/11)
- "Notice to Public Agencies" regarding lawsuit challenging the *Chandler Ranch/Rolling Hills Country Club* project (dated 9/27/11)

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### Attachments (cont'd):

- *Daily Breeze* articles regarding lawsuit against PVPUSD over the Peninsula HS stadium lights proposal (published 10/7/11 & 11/13/11)
- PVPUSD Board of Education agenda and Staff reports (dated 11/15/11)
- *Daily Breeze* and *Peninsula News* articles regarding Board of Education action on the stadium lights proposal (published 11/17/11 & 11/24/11)
- Letter from Rancho LPG to Central San Pedro Neighborhood Council, with attached letter from Los Angeles City Attorney Carmen Trutanich (dated 9/30/11)
- E-mail chain from Jeanne Lacombe regarding Rancho LPG butane storage facility (dated 10/4/11)
- E-mail chain from Janet Gunter regarding Rancho LPG butane storage facility (dated 10/7/11)
- *LA Times* article regarding Rancho LPG butane storage facility (published 10/10/11)
- E-mail from Janet Gunter regarding revocable permit for Rancho LPG facility (received 10/13/11)
- E-mail and flyer regarding October 29<sup>th</sup> community protest at Rancho LPG facility (received 10/17/11) and related *Daily Breeze* article (published 10/30/11)
- Letter from Rancho LPG, with attached letter from State Attorney General Kamala Harris (dated 10/18/11)
- *LA Times* article regarding Rancho LPG butane storage facility (published 10/30/11)
- E-mail from Jeanne Lacombe regarding proposed NWSPNC motion addressing Rancho LPG insurance requirements (dated 11/14/11)
- E-mail from Jody James transmitting PCAC motion regarding revocation of Rancho LPG permit for use of rail spur line (dated 11/20/11)
- Marymount College CUP application forms for San Pedro campus (dated 9/22/11)
- NWSPNC Planning & Land Use Committee agenda (dated 10/27/11)
- Draft Traffic Study for Marymount College San Pedro Campus, without appendices (dated 10/25/11)

**NWSPNC Planning & Land Use Committee agenda**



**Northwest San Pedro Neighborhood Council**

**Planning & Land Use Committee**

**November 17, 2011**

**Room 452, San Pedro City Hall**

**Agenda**

1. Call to Order
2. Introductions
3. Traffic Study Presentation                      Ponte Vista
4. Public Comment
5. Next Meeting December 8, 6 p.m.
6. Adjourn

**Note: Anything on this Agenda Could Result in a Motion**

To Contact us: [www.nwsanpedro.org](http://www.nwsanpedro.org), [board@nwsanpedro.org](mailto:board@nwsanpedro.org), or 310-732-4522

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and upon request will provide reasonable accommodation to ensure equal access to its programs, services, and activities. Sign language interpreters, assisted listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability of services please make your request at least 3 business days (72 hours) prior to the meeting by contacting the Department of Neighborhood Empowerment at 213-485-1360.

**“Notice to Public Agencies” regarding lawsuit  
challenging the *Chandler Ranch*/Rolling Hills Country Club project**

1 Jeffrey Lewis (Bar No. 183934)  
2 Kelly B. Dunagan (Bar No. 210852)  
3 609 Deep Valley Drive, Suite 200  
4 Rolling Hills Estates, CA 90274  
5 Tel. (310) 265-4490  
6 Fax. (310) 872-5389  
7 E-Mail: [Jeff@JeffLewisLaw.com](mailto:Jeff@JeffLewisLaw.com)

8 Attorneys for plaintiff and petitioner  
9 RESIDENTS AGAINST CHANDLER  
10 RANCH

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

13 RESIDENTS AGAINST CHANDLER  
14 RANCH, an unincorporated association,

15 Plaintiff and Petitioner,

16 vs.

17 CITY OF ROLLING HILLS ESTATES, a  
18 municipal corporation; the CITY  
19 COUNCIL OF THE CITY OF ROLLING  
20 HILLS ESTATES; and DOES 1 through  
21 10, inclusive,

22 Defendants and Respondents,

23 MICHAEL COPE, an individual;  
24 CHANDLER RANCH PROPERTIES,  
25 LLC, a Delaware limited liability  
26 company; and ROLLING HILLS  
27 COUNTRY CLUB, a California  
28 corporation,

Real Parties in Interest

) Case No.: BS 133552

) **NOTICE TO PUBLIC AGENCIES OF**  
) **FILING OF ACTION**

Jeffrey Lewis  
Attorney at Law  
P.O. Box 3201  
Palos Verdes Peninsula, CA 90274



Jeffrey Lewis  
Attorney at Law  
P.O. Box 3201  
Palos Verdes Peninsula, CA 90274

1 PLEASE TAKE NOTICE, that pursuant to Public Resources Code section 21167.6.5, the  
2 agencies identified on the service list attached hereto have been identified by respondent as either  
3 a responsible public agency or a public agency having a natural resource affected by the subject  
4 project.

5 YOU ARE FURTHER NOTIFIED that on August 24, 2011, Petitioner RESIDENTS  
6 AGAINST CHANDLER RANCH filed a petition for writ of mandate against Respondents, City  
7 of Rolling Hills Estates and Rolling Hills Estates City Council. The petition alleges that  
8 Respondents violated the California Environmental Quality Act ("CEQA").

9 The project site consists of the existing Rolling Hills Country Club, Chandler's Palos  
10 Verdes Sand and Gravel facility (Chandler's), and adjacent vacant land. The 228-acre site is  
11 irregularly shaped and is located along the east and west sides of Palos Verdes (PV) Drive East  
12 between Pacific Coast Highway and Palos Verdes Drive North in the Cities of Rolling Hills  
13 Estates and Torrance, Los Angeles County, California. The Country Club and Chandler's facility  
14 are respectively located at 26311 and 27000 Palos Verdes Drive East. The site is located on the  
15 Torrance 7.5-Minute United States Geologic Survey (USGS) Topographic Quadrangle and Map  
16 Page 793 of the Los Angeles County Thomas Guide.

17 In brief summary, the proposed project consists of redeveloping/reusing the existing  
18 Chandler's facility and the adjacent Rolling Hills Country Club with the following:

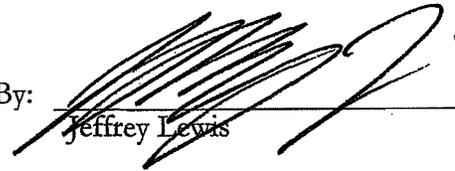
- 19
- 20 • 114 single-family homes (33.77 acres of residential lots), 113 of which would be  
21 within a new residential community;
  - 22 • A reconfigured/relocated 18-hole golf course (151.86 acres);
  - 23 • A new clubhouse complex (10.16 acres) that includes a 61,411-square feet (ft<sup>2</sup>)  
24 structure; and
  - 25 • 3.9 acres set aside as natural open space.
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The Project Site State Clearinghouse Number is 2008011027.

DATED: September 27, 2011

By:



Jeffrey Lewis

Attorney for petitioner and plaintiff  
RESIDENTS AGAINST CHANDLER RANCH

Jeffrey Lewis  
Attorney at Law  
P.O. Box 3201  
Palos Verdes Peninsula, CA 90274



**PROOF OF SERVICE**

*Residents Against Chandler Ranch v. City of Rolling Hills Estates*  
Los Angeles Superior Court Case No.: BS 133552

I, Jeffrey Lewis, declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the within action; my business address is P.O. Box 3201, Palos Verdes Peninsula, CA 90274.

On September 27, 2011, I served the foregoing: **NOTICE TO PUBLIC AGENCIES OF FILING OF ACTION**

on the interested parties in this action by placing  the original  a true copy thereof, enclosed in a sealed envelope with postage pre-paid, addressed as follows:

See attached service list.

BY PERSONAL SERVICE. I caused said envelope to be hand delivered to the offices of the addressees as referenced above.

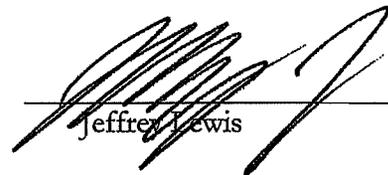
BY MAIL. I am readily familiar with this law firm's practice for collection and processing of correspondence for mailing with the U. S. Postal Service. The within correspondence will be deposited with the U. S. Postal Service on the same day shown on this affidavit, in the ordinary course of business. I am the person who sealed and placed for collection and mailing the within correspondence on this date at Palos Verdes, California, following ordinary business practices.

BY FAX. I faxed such document to the FAX number(s) listed above.

BY OVERNIGHT COURIER. The within correspondence will be deposited with Norco Delivery Service (formerly Overnight Express) on the same day shown on this affidavit, in the ordinary course of business. I am the person who sealed and placed for collection and mailing the within correspondence on this date at Palos Verdes, California, following ordinary business practices.

(STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 27, 2011, in Los Angeles County, California.

  
\_\_\_\_\_  
Jeffrey Lewis

Jeffrey Lewis  
Attorney at Law  
P.O. Box 3201  
Palos Verdes Peninsula, CA 90274



**SERVICE LIST**

*Residents Against Chandler Ranch v. City of Rolling Hills Estates*  
Los Angeles Superior Court Case No.: BS 133552

**CALIFORNIA DEPARTMENT OF FISH & GAME**

1416 9TH ST FL 12  
SACRAMENTO CA 95814-5515

**CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL**

1001 I STREET  
PO BOX 2815  
SACRAMENTO CA 95812-2815

**CALIFORNIA DEPARTMENT OF TRANSPORTATION**

1120 N ST  
SACRAMENTO CA 95814-5680

**CITY OF LOMITA**

PO BOX 339  
LOMITA CA 90717-0339

**CITY OF RANCHO PALOS VERDES**

ATTN. KIT FOX  
30940 HAWTHORNE BLVD  
RANCHO PALOS VERDES CA 90275-5351

**CITY OF TORRANCE**

ATTN. JEFF GIBSON  
3031 TORRANCE BLVD  
TORRANCE CA 90503-5015

**COUNTY OF LOS ANGELES**

500 W TEMPLE ST  
LOS ANGELES CA 90012-2713

**COUNTY OF LOS ANGELES FIRE DEPARTMENT**

ATTN. CLAUDIA SOIZA  
5823 RICKENBACKER RD  
COMMERCE CA 90040-3027

**COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY**

ATTN. RUTH I. FRAZEN  
1955 WORKMAN MILL RD  
WHITTIER CA 90601-1415

**CALIFORNIA DEPARTMENT OF PARKS AND RECREATION**

PO BOX 942896  
SACRAMENTO CA 94296-0001

**DEPARMTENT OF WATER RESOURCES**

PO BOX 942836  
SACRAMENTO CA 94236-0001

Jeffrey Lewis  
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1 **GABRIELINO/TONGVA**  
2 **SAN GABRIEL BAND OF MISSION INDIANS**  
3 PO BOX 693  
4 SAN GABRIEL CA 91778-0693

5 **METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**  
6 PO BOX 54153  
7 LOS ANGELES CA 90054-0153

8 **NATIVE AMERICAN HERITAGE COMMISSION**  
9 915 CAPITOL MALL RM 364  
10 SACRAMENTO CA 95814-4801

11 **REGIONAL WATER QUALITY CONTROL BOARD, REGION 4**  
12 320 W 4TH ST STE 200  
13 LOS ANGELES CA 90013-2343

14 **SANTA MONICA BAY RESTORATION COMMISSION**  
15 320 W 4TH ST STE 200  
16 LOS ANGELES CA 90013-2343

17 **SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT**  
18 21865 COPLEY DR  
19 DIAMOND BAR CA 91765-4178

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*Daily Breeze* article regarding lawsuit against  
PVPUSD over the Peninsula HS stadium lights proposal

## Group supporting lights for Peninsula high school football files suit

By Melissa Pamer Staff Writer

Posted: 10/06/2011 06:55:53 PM PDT

Updated: 10/06/2011 06:59:44 PM PDT

A group of Palos Verdes Peninsula residents pushing for football stadium lights at a local high school has filed a lawsuit claiming the school board violated state open meeting laws when it voted down the proposal.

The Friends of Friday Night Football filed the suit late last month.

At issue is a proposal that surfaced in summer 2010 to install permanent stadium lighting at Peninsula High School in Rolling Hills Estates. A group of parents and alumni - separate from the plaintiffs in the lawsuit - formed a committee and raised funds for the project, with the blessing of the board of the Palos Verdes Peninsula Unified School District.

But the plan generated controversy among neighbors of the high school, some of whom organized in opposition. Then, in a surprise vote last July, the school board voted to shut the project down. Board members said the plan was too divisive.

The lawsuit alleges that vote conflicts with the Ralph M. Brown Act, which requires most meetings of legislative bodies to be open and properly noticed to the public. The posted agenda item for the July meeting - stating the board would "give staff direction or take action as deemed appropriate" - was not clear that a vote on the fate of the project was imminent, the lawsuit claims.

The district has not been yet been served with the suit, but its claims were outlined in an August letter to district officials. The district denied any Brown Act violations.

"Because it's litigation, there's not much we can say," Superintendent Walker Williams said. "That's our position: We haven't done anything wrong."

Dean Wallraff, attorney for Friends of Friday Night Football, said the group is not directly related to the Peninsula Stadium Lights Steering Committee, which raised funds for the project and which has also threatened to sue the district.

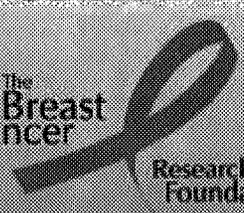
"My clients are a group of interested citizens, students and students' parents who want to see the lights go forward," Wallraff said.

He said the Brown Act lawsuit was filed as a kind of placeholder while the steering committee held settlement negotiations with the district. If negotiations are successful, the suit will be dropped, he said.

Nina MacLeay, chairwoman of the steering committee, said "we're in the very very beginning stages" of negotiations.

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"There's a dialogue between our attorney and that's a good thing, I think," MacLeay said.

The district's attorney, Terry Tao, said he had been contacted by the steering committee's lawyer with a list of demands. He had not seen the Brown Act suit.

"They dictated to us what they demanded," Tao said. "There's no real dialogue."

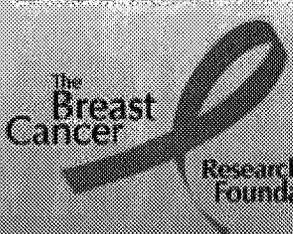
A letter sent to the district from the committee's attorney asks that portable lighting be used for the remainder of the Peninsula High season and until permanent lights are installed. The temporary lighting would be paid for with funds donated to the committee, which would raise additional money to cover the cost of permanent lighting.

The letter asks for the district to pay for an environmental review of permanent lights. It also requests that the terms of the settlement be discussed by the board in closed session.

melissa.pamer@dailybreeze.com

Follow Melissa Pamer on Twitter at <http://www.twitter.com/mpamer>

**DONATE YOUR CAR!**



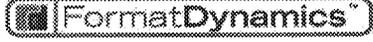
The Breast Cancer Research Foundation.

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**We're Available 7 Days a Week**

Donating is Fast & Easy!

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The Breast Cancer Research Foundation is a classified 501 (c)(3) charity.

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# Brown Act allegation prompts new vote on Peninsula stadium lights

By Melissa Pamer Staff Writer

Posted: 11/12/2011 11:04:33 PM PST

Updated: 11/12/2011 11:08:44 PM PST

In response to a lawsuit claiming the Palos Verdes Peninsula school board violated the state's open meeting law when it rejected a proposal for football night lighting at a local high school, the school district has moved to reconsider the issue.

A special meeting Tuesday is set to rescind a July board vote that shut down a parent and alumni fundraising initiative in support of stadium lighting at Peninsula High school. The action prompted a lawsuit from a pro-lights group claiming that the public hadn't been properly notified that the board would vote on the project's fate.

On Tuesday, the board is also set to re-examine the lights matter, with a staff recommendation that the project again be rejected.

In a staff report, the district said it was rescinding the July vote to "save time, energy and money in defense of the district's position regarding this allegation." In the language of a resolution before the board, the district does not admit the alleged lack of compliance with the Ralph M. Brown Act, which requires most meetings of legislative bodies to be open and the public properly notified.

"Even though we're convinced we acted properly the first time, we're doing this because we are going to forestall the expense of attorney's fees," said outgoing board President Dora de la Rosa.

At issue is an emotional and divisive debate - one that's taken place in years past as well - over bringing Friday night lights to one of the

two comprehensive public high schools on The Hill, which are among the only ones in the region that cannot host night games.

In 2010, the Palos Verdes Peninsula Unified School District gave approval to a group of parents and alumni to raise private funds to pay for installation of night lighting at Peninsula High in Rolling Hills Estates. In July, the matter came before the board for an update from city staff.

It seemed that the hearing would be somewhat routine - and members of the Peninsula Stadium Lights Steering Committee said they had been led to believe no important action would be taken at the meeting.

But before a crowd of neighbors who opposed the lights proposal, the board cited the project's controversial nature and voted to shut it down.

At the time, lights supporters said they felt bamboozled. In September, a separate group, calling itself Friends of Friday Night Football, sued the district.

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The group said in a letter to the district that the public agenda for the meeting describing the lights hearing was "so vague and general that it fails to provide the requisite notice to the public that the board was considering discontinuing the project." The letter and lawsuit alleged the district had violated the Brown Act.

The attorney representing the group, Dean Wallraff, said the Tuesday agenda was a victory for lights supporters.

"This is exactly what we wanted. This is what we sought to achieve," Wallraff said.

He said his clients of course still hoped the lights would gain approval, but having a fair and open hearing had been the lawsuit's goal.

Chuck Michel, an attorney who owns the firm that employs Wallraff, questioned the timing of the upcoming board action, which comes one week after the district narrowly won voter approval of a \$374 annual parcel tax.

"The true motive for voting down the lights project to begin with and the real reason it's being agendized now is because of timing having to do with Measure M," Michel said.

The resolution before the board Tuesday calls the lawsuit, which was never properly served to the district but was filed in court, "meritless."

"Opponents of the project vociferously and repeatedly, including at all or virtually all board meetings at which the project was discussed for any purpose, expressed their opposition to the project and requested that the board terminate the project.

"Thus, interested members of the public were or reasonably should have been aware that at any time direction or action from the board on the project was being considered, the issue of termination of the project would likely be raised and possibly considered by the board," the

resolution states.

De la Rosa said she expects both supporters and critics of the lights to speak at the meeting when the lighting proposal comes up for reconsideration.

"We have not had any discussion of the merits of the item since the July 14 meeting, so I can't say how the board is going to vote," she said.

Nina MacLeay, chairwoman of the steering committee, said Friday that she had not yet seen the agenda and could not comment. Her committee is not involved in the Brown Act lawsuit, she said.

Want to go?

What: The Palos Verdes Peninsula school board is expected to revisit its rejection of football night lighting at Peninsula High, and vote on the issue again.

When: 6:30 p.m. Tuesday

Where: Malaga Cove Administration Center, 375 Via Almar, Palos Verdes Estates

melissa.pamer@dailybreeze.com

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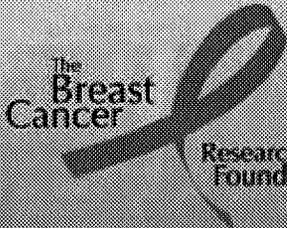
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PVPUSD Board of Education agenda and Staff reports

# ***Palos Verdes Peninsula USD Agenda***

Created: November 14, 2011 at 08:10 AM

## **Special Meeting**

**November 15, 2011**

**Tuesday, 04:00 PM**

Malaga Cove Administration Center

375 Via Almar

Palos Verdes Estates, CA 90274

---

### **A. 4:00 pm - Call to Order**

#### **1. Public Comment on Closed Session Items**

The public will be given the opportunity to address the Board on closed session agenda items. Remarks shall be limited to three minutes per person and a total of fifteen minutes per agenda item.

### **B. Recess to Closed Session**

#### **1. Public Employee Appointment; Public Employment (V)**

Title: Deputy Superintendent, Business Services

#### **2. Conference with Legal Counsel - Existing Litigation (V)**

Name of Case: Los Angeles Superior Court Case #BC 431020

#### **3. Conference with Legal Counsel - Anticipated Litigation (V)**

Significant exposure to litigation pursuant to subdivisions (b)(1) and (b)(3)(A) of *Government Code* Section 54956.9: 1 case

Significant exposure to litigation pursuant to subdivision (b)(1) and (b)(3)(C) of *Government Code* Section 54956.9: 2 cases

#### **4. Conference with Legal Counsel - Anticipated Litigation (V)**

Significant exposure to litigation pursuant to subdivision (b)(1) and (b)(3)(B) of *Government Code* Section 54956.9: 1 case, Palos Verdes Peninsula High School classroom and gymnasium construction project

#### **5. Public Employee Discipline/Dismissal/Release (V)**

### **C. Pledge of Allegiance to the Flag**

### **D. Reconvene Open Session - Estimated Time 6:30 p.m.**

### **E. Approval of Agenda**

#### **1. Approval of November 15, 2011 Special Meeting Agenda (V)**

**F. Public Communications**

**1. Public Comment on Open Session Agenda Items - The public will be given the opportunity to address the Board during each agenda item. Remarks shall be limited to three minutes per person and a total of fifteen minutes per agenda item.**

**G. Discussion/Action****1. Cure or Correct -- Palos Verdes Peninsula High School Stadium Lights Steering Committee Capital Campaign/Project (V)**

Staff recommends that the Board of Education approve Resolution No. 11 - 2011/12, rescinding without prejudice the Board's action at its July 14, 2011, regular meeting withdrawing support for the Palos Verdes Peninsula High School Stadium Lights Steering Committee project and bringing an end to the project.

**2. Palos Verdes Peninsula High School Stadium Lights Steering Committee Capital Campaign/Project (V)**

Staff recommends that the Board of Education terminate approval of, and bring an end to, the Palos Verdes Peninsula High School Stadium Lights Steering Committee Capital Campaign/Project.

**3. Run-Off Election of Members to the Los Angeles County Committee on School District Organization (V)**

That the Board cast its vote for one (1) vacancy (At-Large District) on the Los Angeles County Committee on School District Organization.

**H. Adjournment**

Individuals who require disability-related accommodations or modifications in order to participate in the Board meeting, including auxiliary aids and services, should contact the Superintendent in writing at 375 Via Almar, Palos Verdes Estates, CA 90274.

NOTE: Agenda documents that have been distributed to members of the Board of Education less than 72 hours prior to the meeting are available for inspection at the Malaga Cove Administration Center, 375 Via Almar, Palos Verdes Estates, during regular business hours, 7:30 a.m. to 4:30 p.m., Monday – Friday.

# **Palos Verdes Peninsula USD**

Meeting: Special Meeting : G. Discussion/Action

Created : November 14, 2011 at 08:08 AM

## **1. Cure or Correct -- Palos Verdes Peninsula High School Stadium Lights Steering Committee Capital Campaign/Project (v)**

November 15, 2011

Status:

### **Quick Summary / Recommended Action**

Staff recommends that the Board of Education approve Resolution No. 11 - 2011/12, rescinding without prejudice the Board's action at its July 14, 2011, regular meeting withdrawing support for the Palos Verdes Peninsula High School Stadium Lights Steering Committee project and bringing an end to the project.

### **Background Information**

On July 14, 2011, in accordance with the District Capital Campaign policy BP/AR 3290.1, and in compliance with the Brown Act, the Board of Education voted to withdraw support for the Palos Verdes Peninsula High School Stadium Lights Steering Committee project, bringing an end to the project.

The District received correspondence dated August 12, 2011, from attorney Dean Wallraff, on behalf of his client, Friends of Friday Night Football (described as "an unincorporated association of residents of the Palos Verdes Peninsula who advocate for Friday night football games at Palos Verdes High School"). In this letter Mr. Wallraff alleged that the District's action on July 14, 2011, violated the agenda requirements of Government Code Section 54954.2 of the Brown Act and he demanded that the Board cure or correct the alleged violation or that legal action might be taken against the District.

The District reviewed the agenda item, the Board's July 14, 2011, action, and the requirements of the Brown Act, and determined that the agenda and the Board's action were in full compliance with the Brown Act. On September 12, 2011, the District sent a written response to Mr. Wallraff explaining that the items was agendized, posted, and acted upon in full compliance with the Brown Act and that the District would take no action in response to his letter.

### **Current Considerations**

After much consideration, staff has placed this matter back on a Board agenda in order to save time, energy, and money in defense of the District's position regarding this allegation. While the District remains confident that the matter was agendized and action taken in full compliance with the law, Government Code section 54960.1(c) provides a process by which a legislative body such as the Board may cure or correct the challenged action and inform the demanding party in writing of its action to cure or correct and Government Code Section 54960.1(e) provides that if an alleged Brown Act violation has been cured or corrected by subsequent action of the legislative body, any judicial action or litigation filed pursuant to the Government Code Section 54960.1 shall be dismissed with prejudice.

Additionally, Government Code Section 54960.1(f) provides that subsequent action taken by a legislative body to cure or correct an action shall not be construed or admissible as

evidence of a violation of the Brown Act. Although the District has not been served with process in any litigation concerning this matter, staff has determined that it is advisable to use this cure or correct process preemptively in order to avoid the unnecessary waste of District time and resources in defending potential litigation on this matter.

**Financial Considerations**

By taking this action, the District will save the cost of substantial potential legal fees.

**Administrators**

Superintendent of Schools

**Associated File Attachments**

 [Exhibit A - Resolution No. 11 - 2011/12 \(Files\)](#)

**RESOLUTION NO. 11-2011/12  
OF THE GOVERNING BOARD OF THE  
PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT  
IN RESPONSE TO THE SEPTEMBER 14, 2011,  
DEMAND OF ATTORNEY DEAN WALLRAFF  
ON BEHALF OF FRIENDS OF FRIDAY NIGHT FOOTBALL  
FOR CURE OR CORRECTION  
PURSUANT TO GOVERNMENT CODE SECTION 54960.1  
TO AVOID POTENTIAL LITIGATION  
RELATING TO THE GOVERNING BOARD'S JULY 14, 2011,  
ACTION TO END THE  
PALOS VERDES PENINSULA HIGH SCHOOL  
STADIUM LIGHTS STEERING COMMITTEE PROJECT,  
RESCINDING SAID ACTION  
WITHOUT PREJUDICE TO RECONSIDERATION  
AND/OR FURTHER ACTION  
UPON THE SAME SUBJECT MATTER**

**WHEREAS**, by letter dated August 12, 2011, attorney Dean Wallraff, on behalf of his client Friends of Friday Night Football, described as “an unincorporated association of residents of the Palos Verdes Peninsula who advocate for Friday night football games at Palos Verdes High School,” demanded that the Governing Board (“Board”) of the Palos Verdes Peninsula Unified School District (“District”) cure or correct alleged violations of the Ralph M. Brown Act (the “Brown Act,” Gov. Code §54950 *et seq.*).

**WHEREAS**, the District Board’s agenda for its regular public meeting of July 14, 2011, included the following as an open session discussion/action item:

**K.1. Palos Verdes Peninsula High School Stadium Lights Steering Committee Project**

That the Board give staff direction or take action as deemed appropriate and/or necessary regarding the Palos Verdes Peninsula High School Stadium Lights Project.

**WHEREAS**, pursuant to this properly agendized open session discussion/action item, the Board unanimously (with one Board member absent) approved a motion to withdraw support for the Palos Verdes Peninsula High School Stadium Lights Steering Committee Project and bring an end to the project.

**WHEREAS**, Mr. Wallraff specifically alleged in part as follows:

The description of Item K.1 . . . is so vague and general that it fails to provide the requisite notice to the public that the Board was considering discontinuing the Project. Members of the public inquired of your Board staff concerning this item prior to the Meeting and were told that the project’s deadlines and upcoming environmental review would be discussed, but not the merits of the

Project. Thus, your staff substantially mislead [sic] the public concerning actions to be taken by the Board at the Meeting. This failure to provide proper notice to the public violates Gov't Code section 54954.2.

**WHEREAS**, Government Code Section 54954.2(a)(1) provides in pertinent part:

At least 72 hours before a regular meeting, the legislative body of the local agency, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed 20 words.

**WHEREAS**, the California Attorney General's Office has explained the agenda requirement quoted above as follows:

The purpose of the brief general description is to inform interested members of the public about the subject matter under consideration so that they can determine whether to monitor or participate in the meeting of the body. . . .

. . .

However, the Legislature in Section 54954.2 placed an important gloss on the requirement to provide a brief general description. That section expressly provides that the brief general description generally need not exceed 20 words in length. Thus, absent special circumstances, the legislative body may use a short description of less than 20 words to provide essential information about the item to members of the public. Where necessary, legislative bodies are free to provide a more detailed description, but as a general rule, they need not feel any obligation to do so . . . .

(The Brown Act Open, Open Meetings for Local Legislative Bodies, 2003, California Attorney General's Office, pp. 16-17.)

**WHEREAS**, the agenda item included on the Board's July 14, 2011, regular meeting agenda fully complied with the agenda requirements of Government Code Section 54954.2. The agenda item exceeds 20 words in length, and fully apprised the public that the Board would be giving direction or taking action, as deemed appropriate and/or necessary by the Board, regarding the Palos Verdes Peninsula High School Stadium Lights Steering Committee project. Any member of the public who was interested in the Palos Verdes Peninsula High School Stadium Lights Steering Committee project was fully apprised by this agenda item that the project was going to be discussed, and action was potentially going to be taken regarding the project. In no way did the agenda item indicate that the discussion and/or action would be limited to any particular issues or aspects of the project. Specifically, nothing in the agenda item could be interpreted to indicate that the Board would consider only the project's deadlines and

environmental review nor that the merits of the project would not be discussed. Any member of the public reviewing the agenda was given full notice that if s/he was interested in the subject matter under consideration – the Palos Verdes Peninsula High School Stadium Lights Steering Committee project – s/he could monitor or attend the meeting.

**WHEREAS**, the Board’s discussion and action on the agenda item in question came squarely within the agenda description. The Board received information in open session from District staff and legal counsel regarding the Palos Verdes Peninsula High School Stadium Lights Steering Committee project, including a recommendation to withdraw support from and discontinue the project, heard extensive public comment both in favor of and in opposition to this recommendation, discussed the matter, and ultimately took action, via proper motion, to accept the Superintendent’s recommendation to withdraw support for the Palos Verdes Peninsula High School Stadium Lights Steering Committee project and bring an end to the project.

**WHEREAS**, the foregoing facts establish that the agenda item did apprise members of the public of the business to be transacted or discussed. Numerous members of the public attended the meeting, with the apparent purpose of their attendance their interest in the Palos Verdes Peninsula High School Stadium Lights Steering Committee project. Furthermore, approximately 29 members of the public made public comments on this item, both in favor of and in opposition to the proposed withdrawal of support for and termination of the Palos Verdes Peninsula High School Stadium Lights Steering Committee project.

**WHEREAS**, the Palos Verdes Peninsula High School Stadium Lights Steering Committee project has been a highly controversial and divisive issue in the District community, with numerous individuals and groups publically expressing their support and/or opposition to the project. Opponents of the project vociferously and repeatedly, including at all or virtually all Board meetings at which the project was discussed for any purpose, expressed their opposition to the project and requested that the Board terminate the project. Thus, interested members of the public were or reasonably should have been aware that at any time direction or action from the Board on the project was being considered, the issue of termination of the project would likely be raised and possibly considered by the Board.

**WHEREAS**, the Board has been presented with no evidence to substantiate the claim that District staff misled members of the public concerning actions to be taken by the Board at the July 14, 2011, meeting, and moreover individual members of the District staff do not have the authority or ability to determine the precise nature of the Board’s consideration of a properly noticed agenda item, or to direct or limit the discussion or action on any such agenda item. The Board’s discussion and action on the agenda item in question was and could only be limited by the parameters of the agenda item itself, and not by any statement by District staff. Pursuant to the Brown Act, the Board must comply with a written and publically posted agenda, and no member of staff may orally modify or change that agenda.

**WHEREAS**, Government Code section 54960.1(c) provides a process by which a legislative body such as this Board may cure or correct the challenged action and inform the demanding party in writing of its action to cure or correct and Government Code Section 54960.1(e) provides that if an alleged Brown Act violation has been cured or corrected by

subsequent action of the legislative body, any judicial action or litigation filed pursuant to the Government Code Section 54960.1 shall be dismissed with prejudice;

**WHEREAS**, Government Code Section 54960.1(f) provides that subsequent action taken by a legislative body to cure or correct an action shall not be construed or admissible as evidence of a violation of the Brown Act;

**WHEREAS**, it is the belief and position of this Board that its action taken on July 14, 2011, that is the subject of the demand to cure or correct, was taken in full compliance with the requirements of the Brown Act, which position was communicated to Mr. Wallraff by the Superintendent by letter dated September 12, 2011;

**WHEREAS**, although the District has not been served with process in any judicial action or litigation filed pursuant to Government Code Section 54960.1 with respect to the Board's action taken on July 14, 2011, the Board nevertheless has determined that cure and correction of the alleged violation should be undertaken at this time to prevent further expenditure of scarce public resources on any such litigation or threatened litigation;

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:**

With respect to the demand for cure or correction as to this Board's July 14, 2011, action withdrawing support for and bringing to an end the Palos Verdes Peninsula High School Stadium Lights Steering Committee project, and without admitting any lack of compliance with the Brown Act or establishing future precedent, the Board will take the following curative action in order to avoid the time and expense associated with defending Mr. Wallraff's threatened, but meritless, litigation: the Board's action accepting the Superintendent's recommendation to withdraw support for the Palos Verdes Peninsula High School Stadium Lights Steering Committee Project and bring an end to the project, is hereby rescinded, without prejudice to reconsideration and/or further action upon the same subject matter.

The foregoing resolution was considered, passed, and adopted by this Board at its special meeting of November 15, 2011.

*[SIGNATURES TO FOLLOW ON NEXT PAGE ]*

**AYES IN FAVOR OF SAID RESOLUTION:**

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**NOES AGAINST SAID RESOLUTION:**

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**ABSTAINED:**

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Dated: \_\_\_\_\_

By: \_\_\_\_\_

Dora M. de la Rosa  
President, Governing Board  
Palos Verdes Peninsula Unified School District

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Malcolm S. Sharp  
Clerk, Governing Board  
Palos Verdes Peninsula Unified School District

# Palos Verdes Peninsula

## USD

Meeting: Special Meeting : G. Discussion/Action

Created : November 14, 2011 at 08:12 AM

### 2. Palos Verdes Peninsula High School Stadium Lights Steering Committee Capital Campaign/Project (v)

November 15, 2011  
Status:

#### Quick Summary / Recommended Action

Staff recommends that the Board of Education terminate approval of, and bring an end to, the Palos Verdes Peninsula High School Stadium Lights Steering Committee Capital Campaign/Project.

#### Background Information

Per Board Policy and Administrative Regulation 3290.1, if school sites desire to organize a capital campaign for buildings and funds, they must inform the Board of Education of their intent and then obtain conceptual approval from the Board.

At the July 22, 2010, meeting, the Board of Education approved the concept as presented by the Peninsula Stadium Lights Steering Committee, thereby providing the authority for the Committee to begin fundraising for its proposed Palos Verdes Peninsula High School stadium lights project.

#### Current Considerations

Staff / legal counsel recommendation is based on the following factors:

- The campaign divided the community and took attention away from the ultimate goal of supporting our students in academic performance and success in the future.
- From the beginning the Board of Education has been concerned about community support and the availability of parking. It has become apparent that both of these remain significant issues.
- Real concerns over lack of parking and traffic congestion would add to the cost for the lights project.
- It is estimated that nearly a quarter of a million dollars would be spent on an Environmental Impact Report just to determine feasibility of the Stadium Lights Project. Such an expenditure appears ill-advised given the divisive nature of the project and the uncertainty of whether the lights would ever obtain approval.

#### Financial Considerations

The estimated cost for the Palos Verdes Peninsula High School stadium lights project ranges from \$750,000 - \$900,000. The final cost would not be known until the bid process is complete. Funding for the project would be provided through the fundraising efforts of the Palos Verdes Peninsula High School Stadium Lights Steering Committee. The recommended action will terminate approval of, and bring an end to the capital campaign/project, thereby resulting in no further expenses for the proposed project.

**Administrators**  
Superintendent of Schools

\*

*Daily Breeze* and *Peninsula News* articles regarding  
Board of Education action on the stadium lights proposal

## Palos Verdes school board shuts down movement for football stadium lights

By Melissa Pamer Staff Writer

Posted: 11/16/2011 06:14:37 PM PST

Updated: 11/16/2011 06:51:17 PM PST

Again voting down a contentious proposal for Friday night football lighting, the Palos Verdes Peninsula school board this week told supporters that their plans had created too much conflict to move forward.

The board voted unanimously Tuesday night to shut down a parent and alumni campaign that supported privately funded stadium lighting for Peninsula High School in Rolling Hills Estates.

The proposal had been previously rejected in July by a board vote that lights supporters found surprising and unfair. One pro-lights group filed a lawsuit alleging the vote violated the state open meeting law; Tuesday's action was taken as a way to halt that lawsuit without the district acknowledging fault.

In a hearing room packed with parents, students and neighbors of the high school, board members offered more detailed comments on the controversial lights plan than they had at the July meeting. Most board members said they supported the concept of lights, but reiterated previous concerns about the contentious nature of the proposal.

"It's done nothing but divide this community at this point in time," board member Barbara Lucky said. "I'm really very sad because I'm sure students would have a wonderful time playing under the lights. Until we get this community

behind the lights, I truly don't believe we should go forward with it. Going forward with it would continue to be divisive."

Palos Verdes Peninsula Unified School District board

members said that if the lights concept - which has been raised and shot down multiple times in the past four decades - were to be successful, it would need to come out of a collaboration of supporters and critics.

Board member Anthony Collatos referred to "angst" among his fellow panelists who wanted a compromise.

"It's very clear we have a very progressive community in terms of support for the schools, and it's also clear we have a very traditional community when it comes to change," Collatos said.

Comparing the issue to the emotional debate that led to the consolidation of three high schools into one campus some 20 years ago, board member Malcolm Sharp said the two sides were beyond compromise.

Indeed, comments from the public showed opponents and supporters of stadium lights still

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appeared far apart.

Pro-lights residents remained angry over a July 14 vote that halted the fundraising efforts of the Peninsula Stadium Lights Steering Committee, which had brought in \$250,000 to pay for an environmental analysis of the proposed lighting and any related litigation. At the time, they said they expected a routine update on their fundraising campaign, which had been approved a year before.

"We were promised a process that would objectively address the elements of the project in a professional manner. Instead, we were treated with contempt by this board and total disregard for the basic consideration that thousands of supporters deserve," said Kevin Moen, Peninsula High's head football coach and a star player from the school when it was Rolling Hills High.

Dozens of supporters urged the board to delay its action until an environmental report could be completed so that the district's decision is based on "facts." Many supporters wore yellow glow sticks around their necks and repeated the refrain "let there be lights."

Critics again voiced their concerns about traffic, parking, noise, glare and trash - and they predicted decreased property values for school neighbors.

"It is time to bring this issue to a close and to not try to change the very fabric of our community," one opponent said.

Board members defended their previous actions. They said they had followed their unusual 2006 policy outlining how the district - which serves an affluent population - should handle independent fundraising campaigns to pay for facilities improvements.

Several board members said difficulty in dealing with the lights proposal showed that the policy

should be changed, or even suspended.

Under California's Ralph M. Brown Act, which requires most meetings of legislative bodies to be open to the public and properly noticed, Tuesday's vote will answer and end litigation filed by a group called Friends of Friday Night Football, which had sued over the July 14 vote.

In an email Wednesday, lights steering committee Chairwoman Nina MacLeay said she was eager to soon find a compromise, including the possibility of "the use of portable lights for a specific limited number of nights each year."

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Strain piling on for school district

By Mary Scott Peninsula News  
Friday, November 25, 2011 9:59 AM PST

**One lawsuit is avoided while another, thought to be ended, continues.**

It's hot and then it's cold. Then it's hot again. No, it's not the weather; it's the Peninsula High School stadium lights project.

The lights issue was back in the spotlight mid-November to avoid another costly lawsuit. Instead, the Palos Verdes Peninsula Unified School District's resources will go toward its appeal, which it filed Monday, in the PVPUSD vs. Palos Verdes Homes Association case.

In late September, Judge Richard Fruin ruled in favor of the Homes Association, stating the decades-old deed restrictions for the use of two district-owned properties in Palos Verdes Estates remained enforceable. This case lasted for more than a year and half and was supposed to be the school district's "once-and-

for-all" answer to the question of whether the restrictions were still valid. This lawsuit created a rift in the community.

Meanwhile, another firestorm ignited; a Board of Education decision in July 2010 allowing "limited" fundraising for an environmental impact report for four 80-foot-tall stadium light poles and a new state-of-the-art sound system was so divisive that the board shut down the project a year later.

The project divided the community into Friends of Friday Night Football and Peninsula Preservation corners.

The pro-lights group cited the enhancement of the high school experience and an exercise in community-bonding. The anti-lights side cited light and noise pollution, the preservation of residents' quality of life and property values, as well as traffic and parking.

Listed on the board's July 14 agenda as a "discussion/

action" item, board members heard the recommendation of Superintendent Walker Williams and legal counsel to end the project. After taking testimony from a packed board room, they voted to follow the superintendent's recommendation. This seemingly caught the Stadium Lights Steering Committee off guard.

Soon after, the Friends of Friday Night Football, a support group for the project (separate from the steering committee), filed a lawsuit against the board claiming it violated the Ralph M. Brown Act by posting an agenda item that failed to mention the board was considering discontinuing the project.

To avoid another costly lawsuit, the board put the stadium lights back on the agenda for another vote during a special meeting on Nov. 15.

During the Nov. 15 meeting, the board rescinded its July 14 action "without prejudice" so it could reconsider the matter at the demand of attorney Dean Wallraff on behalf of the Friends. Once the vote was rescinded more than 50 speakers, for and against, took the podium. Then the board shut down the project again.

But the talk in town alluded to the passage of Measure M, not the lawsuit, as the reason the lights issue was back on the agenda.

"Some people were suspecting that we were waiting for the measure to pass and then we would reverse our vote. No," said Dora de la Rosa, the current board president. "We did what we believed we needed to do the first time and the second time, and Measure M had nothing to do with ... the decision."

De la Rosa, whose term on the board will end in December, said the item was put back on the agenda to avoid legal costs and to clear the issue before she leaves the board.

"The project for now is dead; it's done. It has been terminated," de la Rosa said. "[And] we are not engaged in any negotiations with anyone having to do anything with matter."

The Stadium Lights Committee was surprised that the board reintroduced the lights as an agenda item, said Peninsula High football co-coach Kevin Moen. Moen, also a member of the steering committee, said he felt the board never engaged in "meaningful dialog" with the supporters or opponents of the stadium lights.

"Although we had a full house of supporters and direct solutions to the stated issues that the board presented as reasons for canceling the project, it was apparent that the board was simply going through a procedural action to cure their exposure to litigation under the Brown Act."

The steering committee, he added, hopes to come to some sort of compromise with the community to give students the "experience of Friday Night Football."

One compromise is the use of portable lights to be used at football games.

"We will see what happens," he said.

[mScott@pvnews.com](mailto:mScott@pvnews.com)

[www.twitter.com/PVNewsEditor](http://www.twitter.com/PVNewsEditor)

**Letter from Rancho LPG to Central San Pedro Neighborhood Council,  
with attached letter from Los Angeles City Attorney Carmen Trutanich**



September 30, 2011

Ms. Linda Alexander  
President, Central San Pedro Neighborhood Council  
1840 South Gaffey Street, Box 212  
San Pedro, CA 90731

Dear Ms. Alexander,

At your Stakeholder Meeting on September 13, 2011 a motion was passed in support of the community's request to the City of Los Angeles and Port of Los Angeles requesting a withdrawal of rail permission rights until Rancho LPG Holdings, LLC completes their overdue review process that reflects the current operation and adequately meets the legal requirements of the CEQA law.

In response, Rancho would like to advise you that the Los Angeles City Attorney has addressed this issue and other assertions regarding our Gaffey Street Facility. Attached for your review is a letter from City Attorney Carmen Trutanich to the Law Offices of Anthony G. Patchett. The following is a summary of the City Attorney's findings:

1. Contrary to claims, the environmental impacts of the Rancho Facility, pipelines, rail line, and marine terminal were in fact fully assessed in an Environmental Impact Report certified as compliant with the California Environmental Quality Act by the City prior to approval of the Rancho Facility project (for Rancho's processor Petrolane) in 1973. Furthermore, the rail line leading to the Rancho Facility was analyzed and depicted in the site plan in the Petrolane EIR. Therefore, there is no question that the Rancho facility and associated rail line were assessed in the EIR and the public comment and legal challenge period expired 38-years ago. Consequently, there is *no provision in CEQA* mandating a new EIR for the Rancho Facility.
2. The EPA's Risk Management Task Force Unit in direct response to alleged risks associated with the Facility engaged Michigan Technological University's Department of Chemical Engineering to conduct an assessment of the facility. Their findings clearly showed the Cornerstone Report did not include several of the design safety features and thus *dramatically overestimated* the consequences and risks associated with the Facility. Moreover, they concluded that a BLEVE of the large low pressure butane storage tanks is *not possible*.
3. Results of several unannounced regulatory agency inspections revealed the Facility to be in compliance and that *no violations* were found.
4. The Ultrahazardous Standard for Tort Liability is *not applicable* to the Rancho Facility as *no harm has occurred* as a result of its activities. As a result the City Attorney's Office cannot at this time proceed with any legal or enforcement action.
5. Injunctive relief is not available based upon known facts as *no enforcement agency* has provided any information alleging or suggesting *any unlawful or dangerous conduct* at the Facility. Moreover, the Michigan Tech Report conflicts with the results of the studies upon which you apparently rely.

Rancho believes these findings validate our contention that the Facility is compliant with governmental regulations and is being operated and maintained in the safest manner possible. Since assuming ownership of the Facility in November 2008, we have made a resolute commitment to inspect, upgrade, and automate the Facility equipment as needed to ensure a more efficient and safe operation. We remain focused on operating the facility in a prudent manner with the safety of our employees and the community ever present in our minds.

From the beginning, Rancho has endeavored to meet with the community leaders, regulatory agencies, and elected officials on a regular basis in hopes of keeping the lines of communication open. We have made a concerted effort to be open and transparent concerning our operation of the Facility with the exception of sharing business and safety/security sensitive information. Unfortunately, the Central Neighborhood Council has chosen not to attend these meetings because the general public is not invited. As a private entity we are not regulated by the provisions of the Brown Act. Hopefully, your Board Members will reconsider and decide to attend these meetings. This type of open forum can often facilitate resolutions to the abovementioned unfounded claims and preclude inaccurate information from being disseminated to the public.

Sincerely,

*Ron Conrow*

Western District Manager  
Plains LPG Services, LP (Rancho Holdings)  
Shafter, CA  
Office: 661-368-7917  
Mobile: 661-319-9978  
Fax: 661-746-4037  
[Ronald.Conrow@plainsmidstream.com](mailto:Ronald.Conrow@plainsmidstream.com)

cc:

Ms. Diana Nave, President - Northwest San Pedro Neighborhood Council  
Ms. June Burlingame Smith, President – Coastal San Pedro Neighborhood Council  
Mr. Kit Fox, Associate Planner – City of Rancho Palos Verdes  
Mr. Ricardo Hong, Area Director – Office of Mayor Antonio R. Villaraigosa  
Mr. Michael C. Davies, Assistant Field Representative – U. S. Senator Dianne Feinstein  
Ms. Rebekah Kim, Deputy – Fourth District Supervisor Don Knabe  
Mr. Jacob Haik, Chief of Staff LAUSD – Office of Dr. Richard Vladovic

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**CARMEN A. TRUTANICH**  
City Attorney

September 22, 2011

Mr. Anthony G. Patchett, Esq.  
Law Offices of Anthony G. Patchett  
P.O. Box 5232  
Glendale, California 91221-1099

Subject: Rancho LPG Facility, 2011 North Gaffey Street, San Pedro, California

~~7044~~  
Dear Mr. Patchett:

Thank you for your letters expressing various concerns regarding the Rancho LPG facility located in San Pedro (hereinafter "Rancho Facility"). To summarize your primary issues, you have requested that this Office seek an injunction in Superior Court against this privately-owned Facility, as well as raised questions relating to the City's previous environmental review of the Facility and related pipelines. Separately, you sent a letter to the President of the Los Angeles Board of Harbor Commissioners, who has forwarded it to this Office for response. Lastly, you recently alleged that there is a conflict of interest in the Office of the Los Angeles City Attorney that purportedly would preclude this Office from further reviewing these matters. I respond to all of these issues below, after a brief discussion of the relevant background facts, as I currently understand them.

Obviously, City Attorney Carmen Trutanich takes any allegations of potential threats to public safety very seriously. As a former environmental crimes prosecutor, and current City Attorney, who has successfully prosecuted, and continues to prosecute, environmental violations and polluters, City Attorney Trutanich is fully committed to undertake every effort within the power and authority of his Office and the law to investigate, prosecute, abate and remediate any actual or potential threats to the residents of this City.<sup>1</sup> With that commitment in mind, on Friday, August 26, 2011, the City Attorney personally visited and toured the Rancho Facility over the course of three hours to inspect and review its operations. Drawing upon his decades of environmental and regulatory experience, the City Attorney directly questioned the Facility's operators regarding any potential threats to public safety, including those raised in both your letters and from others in the community.

<sup>1</sup> As you are aware, I have also served as a local, state and federal environmental crimes and workplace safety prosecutor for nearly 25 years, and once served as Assistant Secretary for Law Enforcement and General Counsel for the California Environmental Protection Agency ("Cal/EPA").

## I. Overview

As you are aware, there is a lengthy regulatory and permitting history at the Rancho Facility, including its interactions with the community. I will attempt to summarize my current understanding of the Facility's relevant history.

### A. City's Past and Current Involvement with the Rancho Facility.

The Rancho Facility property was originally acquired in fee simple by Rancho's predecessor, Petrolane, and developed into a liquid bulk tank facility pursuant to an environmental impact report (EIR) certified in 1973 under the California Environmental Quality Act by the City of Los Angeles as lead agency. There were no legal challenges to the EIR at that time and the project was therefore approved.

On July 1, 1974, the Los Angeles Harbor Department entered into Revocable Permit No. 1212 for the construction and operation of a railroad spur track. On May 27, 1974, the Los Angeles Harbor Department entered into Permit No. 263 with Rancho's predecessor, Petrolane, for subsurface pipelines on Harbor Department property, which was subsequently terminated in October 2010. The Harbor Department had previously terminated the use of Berth 120, closing down the ocean shipping operation.

Rancho currently possesses Harbor Department Revocable Permit No. 10-05 dated February 23, 2011, which authorizes a right of way for a railroad spur -- the same one permitted under the 1974 Permit No. 1212. The railroad spur is one section of railroad used by the Pacific Harbor Line. The City does not own or lease the property comprising the Rancho Facility.

### B. Other Federal, State and Local Agencies.

The most serious concerns that you and the community members have raised obviously relate to the potential risk of explosion resulting from operations occurring on the premises of the Rancho Facility. For that precise reason, the Rancho Facility is heavily regulated by many local, state and federal regulatory and enforcement agencies, including, but not limited to, the following: U.S. Department of Homeland Security, U.S. Department of Transportation, U.S. Environmental Protection Agency (EPA), U.S. Department of Occupational Safety and Health Administration, Cal/EPA, California Emergency Management Agency, California Department of Toxic Substances Control, the South Coast Air Quality Management District, the Los Angeles County Fire Department, the City of Los Angeles Fire Department, the Los Angeles Police Department, and the City of Los Angeles Bureau of Sanitation Industrial Waste Management Division among others. These agencies have the regulatory authority to issue applicable permits, review, assess and require safety procedures and protocols, as well as the enforcement authority over the operation of such facilities should they fail to comply with any applicable environmental, public safety and other requirements.

### C. Technical Analysis of Facility Risk.

The concerns expressed in Dr. Miller's note (included in your letter) and in the Cornerstone Quantitative Risk Analysis (Attachment A), have been provided to the EPA's Risk Management Plan Enforcement Unit, which is an agency responsible for determining the acceptable level of risk for the Rancho Facility. In direct response to these concerns, the EPA engaged Michigan

Technological University's Department of Chemical Engineering to conduct essentially a peer review of the Cornerstone Risk Analysis and Rancho's assertions (Attachment B) regarding the potential risk that the location poses to the community. The independent expert opinion from Michigan Tech is noteworthy (Attachment C). In sum, the Michigan Tech Report states that the Rancho Facility has design features that significantly reduce the risk the Facility poses to the community. The Report further notes that any analysis that does not recognize and analyze these features "...will not have a meaningful result and will very likely *dramatically overestimate the consequence and risk.*" (Michigan Tech Report, 2 emphasis added). Specifically, according to the Michigan Tech Report, these design features at the Rancho Facility include:

1. The butane is stored in refrigerated storage vessels at a temperature of 28°F, below the normal (1 atm) boiling point of 31.1°F.
2. A remote impoundment area exists a short distance from the storage vessels to collect and contain any liquid that is discharged during an emergency situation.
3. The storage vessels are insulated, low pressure, vertical storage vessels. (Michigan Tech Report, 2).

Accordingly, Professor Crowl, the author of the Michigan Tech Report, concludes:

"...the design features I ... discussed [those listed above] dramatically reduce the accident consequences and risk. If these features are not included in the QRA, the consequences of an accident and subsequent risk will be substantially overestimated.

It is clear to me that the Cornerstone Technologies report did not include these design features in their analysis and as a result they overestimated the consequences of an accident scenario and over-predicted the risk." (Michigan Tech Report, 4).

It appears that the note from Dr. Miller does not reflect the hereinabove-described low pressure/temperature method in which butane is stored in the subject tanks at the Rancho Facility. Consequently, Dr. Miller states that:

"[b]utane must be stored at elevated pressure. The pressure within the tank varies according to temperature. Pressure is needed to maintain the butane in a liquid state. At 68 degrees F, the tank pressure is approximately 16 pounds per square inch (PSF) greater than atmospheric pressure." (Patchett letter dated August 24, 2011, page, 2).

It is therefore my understanding that, contrary to Dr. Miller's assertions, the Rancho Facility uses refrigerated, low pressure insulated tanks that maintain the butane in a liquid state at 28°F. (Michigan Tech Report, 3). Nor does Dr. Miller's note mention the existence of the remote impoundment area or other existing design features that the Michigan Tech Report emphasized are critical to a complete and accurate risk analysis.

Michigan Tech's Professor Crowl also discusses Rancho's existing design features, including its use of refrigerated tanks, to conclude that the potential for a disastrous boiling liquid expanding vapor explosion (BLEVE) "is not possible" at that Facility's storage tanks. Specifically, in opining that such an explosion is not physically possible, Professor Crowl states in pertinent part:

“The remote impoundment area also decreases the consequences of an accident and decreases the risk. Any liquid butane that leaks out of the storage vessels or associated piping is drained away from the storage vessels to the impoundment area. This decreases the accident consequences in the following two ways. First, the impoundment area is remote from the storage vessels. Thus, if the impoundment area fills with butane and catches on fire, the storage vessels will not be directly exposed to this fire. This is important since a storage vessel exposed to fire might eventually fail. Second, the impoundment area reduces the surface area of the potential pool decreasing the evaporation rate of the butane.

The North Gaffey Street facility storage vessels are also insulated. This is used to reduce the heat transfer to the butane from the outside of the tanks to reduce the refrigeration load required to keep the butane at 28°F. It also decreases the consequences of an accident by providing addition (sic) fire protection in the event of an external fire. The insulation decreases the heat transfer to the butane liquid from the external flames.

The storage vessels are also low pressure storage vessels. This means that a BLEVE – boiling liquid expanding vapor explosion – is not possible. A BLEVE requires a high pressure storage vessel.” (Michigan Tech Report 3-4).

As you know, the City Attorney’s Office does not have the authority nor the resources to directly employ in-house technical personnel having the capability to respond to the direct technical questions raised in your letters. However, during my inspection of the Rancho Facility, I challenged its operators to address each and every question and concern found in your letters based purely upon scientific evidence. (Attachment D). I welcome and would greatly appreciate your thoughts and those of others to their responses.

This Office has also reviewed the results of all recent inspections conducted by the above-mentioned government regulatory agencies charged with the oversight of the Rancho Facility. More specifically, I have been advised that on May 12, 2011, an environmental strike force conducted an unannounced inspection of the Facility. The task force members included Cal/EPA’s Department of Toxic Substances Control, the South Coast Air Quality Management District, the Los Angeles County Fire Department, the City of Los Angeles Fire Department, and the Los Angeles Industrial Waste Management Division. The surprise inspection included:

1. Review of air permits;
2. Compliance with Department of Toxic Substance Control regulations regarding toxic substances;
3. A physical audit of hazardous waste storage and handling procedures and associated permits;
4. Review of emergency plans; and
5. A physical inspection of the entire facility.

It is my understanding that this inspection found no violations at the Rancho Facility. Similarly, I understand that on August 9, 2011, the Federal Department of Transportation Federal Railroad Administration (FRA), conducted a hazardous materials inspection at the Facility. The

FRA inspected security plans, security training, hazmat training, and other elements of the Facility's operations and also apparently found no violations.

The foregoing information is the general, relevant evidentiary backdrop in which you have requested this Office to file an injunction against the Rancho Facility, as well as contend that further environmental review is required by the City of Los Angeles.

## **II. The Ultrahazardous Standard for Tort Liability Does Not Apply Where, as Here, No Harm has Occurred**

As you recognize in your letter, the Rancho Facility has been in business, in various forms, at its current location on Gaffey Street in San Pedro since the 1970s. Your letter also asserts that its business activities are "ultrahazardous," as defined in Section 520 of the Restatement Second of Torts, and contends that such activities can be enjoined on that theory. However, your letter does not provide facts that would support a valid cause of action upon which to seek injunctive relief in the Los Angeles Superior Court. The "ultrahazardous" legal concept is one of tort law. The *SKF Farms v. Superior Court* case that you have cited defines an "ultrahazardous" activity, but does not obviate proof of the legally-required elements of the underlying tort necessary to obtain legal relief and is therefore, not a legal basis upon which to seek an injunction.

As you know, "ultrahazardous" activities can be, and often are, legally permitted and regulated throughout the state. Accordingly, the activity, as shown in the case you cite, is argued to be "ultrahazardous" in a tort action brought after the damage has occurred to determine the appropriate standard of proof (*strict liability vs. negligence*), not as a basis for halting or enjoining the activity from taking place:

"The doctrine of ultrahazardous activity provides that one who undertakes an ultrahazardous activity is liable to every person *who is injured* as a proximate result of that activity, regardless of the amount of care he uses." (*Pierce v. Pacific Gas & Electric Co.* (1985) 166 Cal. App.3d 68, 85 emphasis added).

Further, you cite CACI Jury Instruction 460 in support of your position that the Rancho Facility is engaged in ultrahazardous activity and should be enjoined as such, yet that instruction's second element also requires that the plaintiff establish that he/she "...was harmed." (CACI 460).

As discussed hereinabove, to date, there has been no demonstration of facts leading to a claim of harm or damage caused as a result of Rancho's activities. Similarly, while there is considerable concern expressed for the possibility of a threat to safety, we have not received any factual information documenting the allegations of unsafe situations necessary to counter the inspection and audit results from any governmental agencies, including those listed hereinabove. Unfortunately, although we recognize the potential threats posed by such operations, and clearly understand and sympathize with the community's sincere and longstanding concerns, without more information and a factual basis, this Office cannot at this time proceed with any legal or enforcement action. Obviously, you may (and are certainly within your rights to) disagree with the current assessment of this Office. As such, if you believe there is any credible evidence of violations at the Facility, you have the right to independently assess and initiate any appropriate civil suit on behalf of your clients.

### **III. Injunctive Relief is Not Available Based on Known Facts**

It appears from your correspondence that the community's goal is the cessation of all activities and operations at the Rancho Facility. However, as a general matter, injunctions prohibit specific activities that are found unlawful, but would not necessarily shut down a facility unless the entirety of the operation was found unlawful. Therefore, in addition to analyzing potential liability under the "ultrahazardous activity" standard that you proposed, we have reviewed two other legal theories that could serve as the basis for such an injunction, namely: California Business and Professions Code Section 17200 et. seq., commonly referred to as California's Unfair Competition Law, and a public nuisance theory under California Civil Code Sections 3479 and 3480. This Office has been very successful in obtaining injunctive relief under both theories in situations involving environmental, workplace safety, health care fraud, slumlords, billboards, gang headquarters, red light abatements, narcotics locations and many other public health and safety violations and nuisances.

An injunction sought through Business and Professions Code Section 17200 et seq. requires an unlawful or unfair business practice – essentially something "...that can properly be called a business practice and that at the same time is forbidden by law." (*People v. McKale* (1975) 25 Cal.3d 626 at 634.) While our Office welcomes new and credible information, we are not aware, at this time, of any conduct on the part of the Rancho Facility that can be considered an unlawful or unfair business practice. As detailed hereinabove, the Facility has been recently inspected by local, state, and federal regulators, who to our knowledge, apparently did not find any violations. I know that you, also as a former and well-respected and experienced environmental prosecutor, understand that this Office has a professional responsibility to uphold the law, and that courts have warned prosecutors that "...the unfair competition law is not a roving warrant for a prosecutor to use injunctions and civil penalties to enforce criminal laws. Its application to conduct which violates the penal law is limited to circumstances where such conduct is also a business practice." (*People v. E.W.A.P. Inc.* (1980) 106 Cal.App.3d 315, 320).

As such, without an underlying violation of the law that constitutes a business practice, a Section 17200 action seeking a permanent injunction does not appear to be legally cognizable at this time. Your letters do not indicate that you are aware of any such violation upon which such an action can be pursued. Furthermore, assuming that there were such an underlying violation of law and that the violation could be considered a business practice sufficient to warrant the filing of a Section 17200 action, any injunction would likely be fashioned to address the specific violation and award civil penalties – not necessarily authorize the complete closure of the Facility.

We have also considered a nuisance theory, but found that the Rancho Facility's predecessor, Petrolane, was unsuccessfully sued on both private and public nuisance theories in a case decided in 1980. (See *Don Brown v. Petrolane* (1980) 102 Cal.App.3d 720). More importantly, as mentioned hereinabove, recent surprise inspections conducted by the agencies charged with regulating this permitted Facility apparently found no violations.

My Office relies upon the diligent and competent performance of regulatory and law enforcement agencies in developing the technical information and evidence of violations of law upon which we can act. To date, no enforcement agency has provided any information alleging or suggesting any unlawful or dangerous conduct, nor requested in any manner whatsoever that this Office file any form of law suit or enforcement action, including any such action whose object is the

cessation of all operations at the Facility. Moreover, as discussed above, the Michigan Tech Report conflicts with the results of the studies upon which you apparently rely.

In considering a public nuisance theory, we recognize that there are numerous public nuisance cases brought under California Civil Code 3479 and 3480 against activity which "...interfere[s] with the comfortable enjoyment of life or property...." (California Civil Code section 3479). California courts have found a wide variety of different activities that constitute a nuisance: offensive odors, the sale of narcotics, loud noises, display of offensive materials, and others. At this time, this Office, however, either through your letters or otherwise, possesses no evidence that any previously recognized nuisance activities are occurring at the Facility. Rather, what is clearly at issue here is the potential for a disaster, combined with our residents' sincere concern relating to that possibility. Unfortunately, I am aware of no California court that has held that fear or concern for future harm alone, no matter how sincere and understandable, is sufficient to constitute a public nuisance and thereby support a request for an injunction of that activity.

As I have stated hereinabove, the door to my Office is always open to additional evidence that would change the analysis of the situation. At this time, however, we are not aware of any legal basis upon which to bring an action seeking to enjoin any permitted business activities or operations at the Facility.

#### **IV. CEQA Comments are Untimely and/or Misinformed**

Your letters also contend that the City improperly exempted the Rancho Facility from CEQA. Contrary to your claims, the environmental impacts of the Rancho Facility, pipelines, rail line and marine terminal were in fact fully assessed in an Environmental Impact Report certified as compliant with the California Environmental Quality Act by the City prior to approval of the Rancho Facility project (for Rancho's predecessor Petrolane) in 1973. In the very same letter you also referenced and stated that you have reviewed the Petrolane EIR, which clearly covered the Facility:

"This project is composed of three elements: first, a marine unloading arm supported on four (4) new piles at the outboard side of existing Berth 120; second, an underground pipe supply line which commences at Berth 120 in Los Angeles Harbor and ends at the terminal facility approximately one mile inland; and third; a storage and distribution terminal facility.

The storage and distribution facility is located on the east side of Gaffey Street approximately one and one-third (1 1/3) miles north of the intersection of Gaffey Street and the Harbor Freeway in San Pedro. It occupies a site of approximately 20 acres and is directly opposite a two-tank petroleum storage facility occupied by the Bray Oil Company." (Petrolane EIR, p. 1).

Furthermore, the rail line leading to the Rancho Facility was analyzed and depicted in the site plan in the Petrolane EIR (Petrolane EIR, Figure 2). As such, there is no question that the Rancho Facility and associated rail line were assessed in the EIR. Moreover, the public comment period and legal challenge period for the 1973 Petrolane EIR expired 38 years ago. There is no provision within CEQA that would apply the CEQA standards in 2011 to invalidate an EIR that was certified as compliant with CEQA 38 years earlier. In addition, there is no provision in CEQA mandating a new environmental impact report of the Rancho Facility at this time in the absence of a new

discretionary project proposing a physical change to the Facility and the environment. This Office is not aware of any new such discretionary project at or concerning the Facility.

In addition, following the City's 1973 EIR assessment of the Rancho Facility's environmental impacts, the Harbor Department entered into various permits covering Berth 120 and associated pipelines that were previously assessed in the EIR, as described in the EIR excerpt above. The Harbor Commission Board Order 4579 from a 1976 board action referenced in your letter was an amendment to Permit No. 263, which governed the pipelines from Petrolane to Berth 120 and was previously assessed in the EIR. This action was found exempt and, as explained above in regard to the EIR itself, the comment and legal challenge period has long since expired. In any event, a challenge at this time is moot in that Permit No. 263 was terminated by the Harbor Department in October 2010.

Lastly, you have stated in letters to this Office and to Harbor Commission President Miscikowski that the closure of Berth 120 and the pipelines leading to the Rancho Facility caused an increase in truck and rail traffic that should have caused the City to conduct an environmental review. The Harbor Department informs me that the pipelines have not been used since 2004. Consequently, the termination of inactive pipelines in 2010 would have no effect on the environment as it could not have increased rail or truck traffic. More importantly, the termination of both the Berth 120 Permit and the pipelines Permit were within each Permit's terms, did not alter the Permit premises and therefore, did not constitute a new discretionary project subject to CEQA. Furthermore, you request that the Port suspend Rancho's existing use of a rail spur under its existing permit based upon your opinion that CEQA was not followed in the closing of Berth 120 (which caused the pipelines to the Rancho Facility to become inactive). This Office does not agree with your assertion, as the Port's permit for the rail spur is an existing use of a previously assessed rail line and exempt pursuant to Article III, Class 1 (3) of the Los Angeles City CEQA guidelines. We also note that the time period to contest the action under CEQA has expired.

Moreover, California Code of Regulations Section 15321 that you cite in support of your contention that CEQA was not adhered to in relation to the closure of Berth 120, is actually a Categorical Exemption from CEQA that would exempt both the Port of Los Angeles and the City from having to take the action that you have requested. However, Section 15321 does not apply here, as it relates to regulatory agencies and not an entity such as the Port.

#### **V. There is No Conflict of Interest**

Finally, you allege that this Office has a conflict of interest and therefore, request that the matter be reviewed by the Los Angeles County District Attorney's Office. Nowhere, however, do you identify the specific nature of the alleged conflict - making an informed response to your allegation impossible at this time. This Office is aware of no actual or perceived conflict. To the extent that you wish for the District Attorney's Office to investigate the Rancho Facility, we certainly have no objection and openly welcome review by any and all local, state and federal agencies. We do understand, however, that you have already contacted the District Attorney's Office and that it responded to you on or about October 28, 2010, informing you that it was reviewing the matter. I have not been advised of the current status of any such investigation being conducted by the District Attorney's Office.

I again state and affirm that this Office has been, and always will be, willing to review any and all evidence relating to this Facility or any other potential threat to public safety or the environment.

However, this Office, as a public law office governed by prosecutorial rules of ethics, as well as the guardian of the public trust and treasury, does not, at this time, possess any facts or evidence upon which it can justify the expenditure of the significant amount of public resources necessary to commence and maintain a credible lawsuit or any other enforcement action against the Rancho Facility. The receipt of any relevant and credible evidence could obviously change that current posture.

I look forward to receiving and reviewing any additional information and materials on this matter, including additional complaint or inspection reports, as well as meeting with residents and other members of the community to fully discuss their concerns and any proposed solutions. Thank you again for your continued attention, commitment and service to the community, and for providing this Office with this very important information.

Sincerely,

CARMEN A. TRUTANICH  
City Attorney



WILLIAM W. CARTER  
Chief Deputy City Attorney

Attachments

cc: Honorable Harbor Commissioners  
Geraldine Knatz, Ph.D, Executive Director  
Brian L. Cummings, Fire Chief, Los Angeles Fire Department  
Thomas Russell, General Counsel, Harbor Department  
Janet Jackson, Fire General Counsel  
Reed Sato, Chief Counsel, California Dept. of Toxic Substances Control  
Brian Hembacher, Deputy Attorney General, California Dept. of Justice

E-mail chain from Jeanne Lacombe regarding Rancho LPG butane storage facility

**Kit Fox**

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**From:** Lacombe [chateau4us@att.net]  
**Sent:** Tuesday, October 04, 2011 2:42 PM  
**To:** kitf@rpv.com  
**Subject:** Fw: Rancho LPG tanks permits  
**Attachments:** Trutanich Letter to Patchett.doc.pdf

Hi Mr. Fox,

I noticed that in the borders report the Rancho LPG tanks are included. Attached is a letter from City Attorney Carmen Trutanich basically stating the city attorney's office investigated this facility and they found this facility to compliant with all regulations and found a differing point of view on the possibility of a massive explosion. I must point out that there is no mention of terrorist threat and the protections (if any) the public has against a terrorist attack on this facility.

Also, there was a Daily Breeze article about two weeks ago regarding an active FBI investigation into Los Angeles County Building and Safety for fraud, corruption and mismanagement. I contacted the Long Beach Office of the FBI and I spoke with an agent who took my information that I had regarding the Rancho tanks and how they were built in 1973 without a permit and how we had reason to believe Rancho did more work recently that also was not permitted. The agent said they would investigate that facility regarding permits as well as forwarding the information to the homeland security unit.

Now, regarding the Marymount expansion plans for PVDr North. Is there any way that I can get the intersection near us along Western also included in the traffic study? Our neighborhood is already impacted by heavy traffic along Western. We have Dodson Middle School that impacts our neighborhood and we expect Ponte Vista will just push our neighborhood into total gridlock.

Please include along Western Avenue the streets of Avenida Aprenda, Delasonde/Westmont and Toscanini. I also suggest just south of us to include Caddington too. During "rush hour" I found people cut through the Terraces shopping center.

Thanks  
 Jeanne Lacombe

----- Original Message -----

**From:** Davies, Michael (Feinstein)  
**To:** Lacombe  
**Sent:** Tuesday, October 04, 2011 12:52 PM  
**Subject:** RE: Rancho LPG tanks permits

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Michael Davies  
 Office of U.S. Senator Dianne Feinstein  
 310-914-7300

---

**From:** Lacombe [mailto:chateau4us@att.net]  
**Sent:** Monday, October 03, 2011 10:10 AM  
**To:** Davies, Michael (Feinstein)  
**Subject:** Re: Rancho LPG tanks permits

Dear Mr. Davies,

Since I believe we are on borrowed time to resolve the hazard of these LPG tanks in San Pedro, I hope you can give me an update on the status of any progress into this matter.

I believe there is enough documentation and lack of proper documentation to enact eminent domain for public safety. There are two major threats to this facility. One is human error like the one outside Sacramento last month and terrorist threat.

I would be willing to meet with the Senator at her convenience to discuss this issue.  
Jeanne Lacombe

----- Original Message -----

**From:** Davies, Michael (Feinstein)  
**To:** Lacombe  
**Sent:** Thursday, March 24, 2011 11:27 AM  
**Subject:** RE: Rancho LPG tanks permits

Hi Jeanne,

Thank you for the information.

Best,  
Mike

---

**From:** Lacombe [mailto:[chateau4us@att.net](mailto:chateau4us@att.net)]  
**Sent:** Wednesday, March 23, 2011 2:11 PM  
**To:** Nazarians, Rafi (Boxer); Davies, Michael (Feinstein)  
**Subject:** Rancho LPG tanks permits

Regarding Rancho LPG Holdings tanks at 2110 N. Gaffey, San Pedro, CA 90731.

Greetings,

I had to insert the .jpg scans of the permits into a Word document file for email purposes. Please let me know if you cannot read them and I will mail hard copies.

The blueprints at were submitted are unavailable to me because it requires the owner authority and signatures and stamps of the original engineer and architect from 1978.

Thank you for your assistance.

Jeanne Lacombe

E-mail chain from Janet Gunter regarding Rancho LPG butane storage facility

**Kit Fox**

**From:** Janet Gunter [arriane5@aol.com]  
**Sent:** Friday, October 07, 2011 1:05 PM  
**To:** TRussell@portla.org; William.Carter@lacity.org  
**Cc:** kevin.schmidt@ltg.ca.gov; kathryn.colson@slc.ca.gov; MrEnvirlaw@sbcglobal.net; JHouterman@portla.org; DMathewson@portla.org; sally.magnanidag@doj.ca.gov; michael\_davies@feinstein.senate.gov; rafi\_nazarians@boxer.senate.gov; rkim@lacbos.org; jnmarquez@prodigy.net; igornla@cox.net; det310@juno.com; dwgkaw@hotmail.com; jody.james@sbcglobal.net; amardesich@earthlink.net; kitf@rpv.com; Ricardo.Hong@lacity.org; dan.weikel@latimes.com; carl.southwell@gmail.com; niki.tennant@asm.ca.gov; sandra.sanchez@asm.ca.gov; norman.fassler-katz@sen.ca.gov  
**Subject:** Re: Public Records Act Request for Commission approval on Rancho Rail Permit

I am most grateful for the referral by City Attorney Russell to the Port of Los Angeles website for viewing of the video of the September 1, 2011 Commission hearing. I would encourage **everyone** on this cc list to view it. It was extremely fortuitous that our homeowners and the LA Unified School District Representative randomly chose this particular day to show up to speak in public comment (the very beginning) to request that the Port revoke their Rail Permit to Rancho LPG in the interest of public safety. It was also extremely fortunate that one of our members, Jesse Marquez, remained to speak to the issue of Agenda Item #3 having had no prior information or clear understanding of what the item entailed.

What this hearing clearly shows is that the existing revocable permitting process is highly deficient and riddled with unsafe, reckless practices. The hearing acknowledges the Port's lack of discretion in permitting that allows a blanket approach to all permittee regardless of their varying degree of hazard. The process has been allowed to ignore environmental impacts and risks with no assessment whatsoever to protect the public or honor any fiduciary responsibility. In the case of Rancho LPG, there was a derailment of a LPG tank car on the port's property on May 30th, 2005. Luck held, and there was no rupture or ignition of that tank. Meanwhile, the Port has no record of that accident. A LPG rail car fire in Lincoln, CA last month demanded the evacuation of people for over 1 mile while the fire department fought for days to cool the tank while it burned to prevent explosion. The cost was extraordinary for that one single event which was a long way from a worst case scenario. The "restoration bond" on this LPG facility permit is "deleted". The rent paid to the port for the use of the rail amounts to something like \$40/day. Their insurance on the rail is said to be between \$300,000 and \$1 million annually. I had a liability policy for my antique store for over \$1 million!! The State and City agencies receiving this email should immediately intervene and revoke this permit. It seems a prudent step to take action on this LPG permit and install a system that does not expose us all to the enormous physical and fiscal disaster opportunities that this existing process continues to allow. It is in the best interest of the City of LA, County of LA and State of California to demand an independent comprehensive risk analysis in full cooperation of the USGS on the risks associated with this facility. The port denied the renewal of a wharf to this facility based on their elevated risk exposure, yet continues to allow the hazardous commodity to run *through* the port by virtue of its rail transport. Where is the sanity in this? We urge your responsible action.

[www.portoflosangeles.org](http://www.portoflosangeles.org) go to "commission" and then to "videos" Sept. 1, 2011

Thank you.  
 Janet Gunter

-----Original Message-----

**From:** Russell, Thomas <TRussell@portla.org>  
**To:** 'arriane5@aol.com' <arriane5@aol.com>; 'William.Carter@lacity.org' <William.Carter@lacity.org>  
**Cc:** 'kevin.schmidt@ltg.ca.gov' <kevin.schmidt@ltg.ca.gov>; 'kathryn.colson@slc.ca.gov' <kathryn.colson@slc.ca.gov>; 'MrEnvirlaw@sbcglobal.net' <MrEnvirlaw@sbcglobal.net>; Houterman, Justin <JHouterman@portla.org>; Mathewson, David <DMathewson@portla.org>  
**Sent:** Thu, Oct 6, 2011 7:26 pm  
**Subject:** Re: Public Records Act Request for Commission approval on Rancho Rail Permit

Revocable permits were discussed under Item 3 at the September 1st board meeting.

**From:** Janet Gunter [mailto:arriane5@aol.com]  
**Sent:** Thursday, October 06, 2011 07:20 PM

**To:** Russell, Thomas; [William.Carter@lacity.org](mailto:William.Carter@lacity.org) <[William.Carter@lacity.org](mailto:William.Carter@lacity.org)>  
**Cc:** [kevin.schmidt@ltg.ca.gov](mailto:kevin.schmidt@ltg.ca.gov) <[kevin.schmidt@ltg.ca.gov](mailto:kevin.schmidt@ltg.ca.gov)>; [kathryn.colson@slc.ca.gov](mailto:kathryn.colson@slc.ca.gov) <[kathryn.colson@slc.ca.gov](mailto:kathryn.colson@slc.ca.gov)>; [MrEnvirlaw@sbcglobal.net](mailto:MrEnvirlaw@sbcglobal.net) <[MrEnvirlaw@sbcglobal.net](mailto:MrEnvirlaw@sbcglobal.net)>; Houterman, Justin; Mathewson, David  
**Subject:** Re: Public Records Act Request for Commission approval on Rancho Rail Permit

Thanks Tom-

Yes. I would love to see the video! I still find it extremely difficult to understand how something like this could just continue to roll over year after year after year on a month to month status for literally decades without anyone reviewing the issue more intently. Would like to see the discussion on the matter. I would have never thought this kind of situation possible in a public trust situation. But, then I suppose I have already had a lot of surprises about that with the port and City. Can you please give me the date of the meeting so that I can find the video on your website? Thanks again.

Janet

-----Original Message-----

**From:** Russell, Thomas <[TRussell@portla.org](mailto:TRussell@portla.org)>  
**To:** 'arriane5@aol.com' <[arriane5@aol.com](mailto:arriane5@aol.com)>; 'William.Carter@lacity.org' <[William.Carter@lacity.org](mailto:William.Carter@lacity.org)>  
**Cc:** 'kevin.schmidt@ltg.ca.gov' <[kevin.schmidt@ltg.ca.gov](mailto:kevin.schmidt@ltg.ca.gov)>; 'kathryn.colson@slc.ca.gov' <[kathryn.colson@slc.ca.gov](mailto:kathryn.colson@slc.ca.gov)>; 'MrEnvirlaw@sbcglobal.net' <[MrEnvirlaw@sbcglobal.net](mailto:MrEnvirlaw@sbcglobal.net)>; Houterman, Justin <[JHouterman@portla.org](mailto:JHouterman@portla.org)>; Mathewson, David <[DMathewson@portla.org](mailto:DMathewson@portla.org)>  
**Sent:** Thu, Oct 6, 2011 2:55 pm  
**Subject:** Re: Public Records Act Request for Commission approval on Rancho Rail Permit

Janet, revocable permits have been used throughout the Port for many years. The Executive Director is authorized to issue them. Their usage was discussed at a recent board meeting. The videotape of that meeting on the Port's website should answer your questions on the subject.

Tom

---

**From:** Janet Gunter [<mailto:arriane5@aol.com>]  
**Sent:** Thursday, October 06, 2011 06:44 PM  
**To:** Russell, Thomas; [William.Carter@lacity.org](mailto:William.Carter@lacity.org) <[William.Carter@lacity.org](mailto:William.Carter@lacity.org)>  
**Cc:** [kevin.schmidt@ltg.ca.gov](mailto:kevin.schmidt@ltg.ca.gov) <[kevin.schmidt@ltg.ca.gov](mailto:kevin.schmidt@ltg.ca.gov)>; [kathryn.colson@slc.ca.gov](mailto:kathryn.colson@slc.ca.gov) <[kathryn.colson@slc.ca.gov](mailto:kathryn.colson@slc.ca.gov)>; [MrEnvirlaw@sbcglobal.net](mailto:MrEnvirlaw@sbcglobal.net) <[MrEnvirlaw@sbcglobal.net](mailto:MrEnvirlaw@sbcglobal.net)>; Houterman, Justin; Mathewson, David  
**Subject:** Re: Public Records Act Request for Commission approval on Rancho Rail Permit

Tom-

Thank you for responding to this particular request so quickly. So, does this mean that the permit and the conditions of it do not have to be noticed or ever reviewed by the Harbor Commission? Sorry, please explain. Do the details of such permits escape scrutiny based on the fact that they are revocable? How many other revocable permits are there in the port? It seems an odd and improper practice when you have continued to renew a permit like this hazardous use for over 30 years that it would not at some time instigate additional oversight and approval.

Thanks again,  
 Janet

-----Original Message-----

**From:** Russell, Thomas <[TRussell@portla.org](mailto:TRussell@portla.org)>  
**To:** 'arriane5@aol.com' <[arriane5@aol.com](mailto:arriane5@aol.com)>; 'William.Carter@lacity.org' <[William.Carter@lacity.org](mailto:William.Carter@lacity.org)>  
**Cc:** 'kevin.schmidt@ltg.ca.gov' <[kevin.schmidt@ltg.ca.gov](mailto:kevin.schmidt@ltg.ca.gov)>; 'kathryn.colson@slc.ca.gov' <[kathryn.colson@slc.ca.gov](mailto:kathryn.colson@slc.ca.gov)>; 'MrEnvirlaw@sbcglobal.net' <[MrEnvirlaw@sbcglobal.net](mailto:MrEnvirlaw@sbcglobal.net)>; Houterman, Justin <[JHouterman@portla.org](mailto:JHouterman@portla.org)>; Mathewson, David <[DMathewson@portla.org](mailto:DMathewson@portla.org)>  
**Sent:** Thu, Oct 6, 2011 2:31 pm  
**Subject:** Re: Public Records Act Request for Commission approval on Rancho Rail Permit

Janet, this is a revocable permit that was approved by the Executive Director. I previously sent you a Pdf of it but if you would like another copy please let me know.

Tom

---

**From:** Janet Gunter [mailto:arriane5@aol.com]  
**Sent:** Thursday, October 06, 2011 06:20 PM  
**To:** Russell, Thomas; [william.carter@lacity.org](mailto:william.carter@lacity.org) <[william.carter@lacity.org](mailto:william.carter@lacity.org)>  
**Cc:** [kevin.schmidt@ltg.ca.gov](mailto:kevin.schmidt@ltg.ca.gov) <[kevin.schmidt@ltg.ca.gov](mailto:kevin.schmidt@ltg.ca.gov)>; [kathryn.colson@slc.ca.gov](mailto:kathryn.colson@slc.ca.gov) <[kathryn.colson@slc.ca.gov](mailto:kathryn.colson@slc.ca.gov)>; [MrEnvirlaw@sbcglobal.net](mailto:MrEnvirlaw@sbcglobal.net) <[MrEnvirlaw@sbcglobal.net](mailto:MrEnvirlaw@sbcglobal.net)>  
**Subject:** Public Records Act Request for Commission approval on Rancho Rail Permit

Hello Tom-

I have been told that the February 2011 rail permit for Rancho was never approved by the Harbor Commissioners. That would explain the lack of the final page of the document with pertinent information. Please confirm this as fact, or provide the proper finalized legal copy of the permit complete with signatures, date of Commission Hearing and agenda of that meeting. Also, please include the minutes of that meeting.

Thank you,  
Janet Gunter

LA *Times* article regarding Rancho LPG butane storage facility

latimes.com/news/local/la-me-adv-lpg-storage-20111010,0,5641848.story

**latimes.com**

## San Pedro residents revive debate about gas storage tanks' safety

**Studies by a consultant and USC graduate student come to more worrying conclusions than a company-funded report about the potential for devastation in an emergency at a San Pedro butane facility.**

By Dan Weikel, Los Angeles Times

7:34 PM PDT, October 9, 2011

Melissa Palma never thought much about the huge gas storage tanks perched on a hillside near the San Pedro home she and her husband settled into 18 years ago.

Only recently she learned that the domed, 40-year-old, circular, steel structures contain up to 25 million gallons of highly flammable butane — what some neighbors and public officials say are the makings of a potential catastrophe.

"I was very, very shocked," Palma said. "It's so bizarre that I never knew about this."

Energized in part by last year's natural gas pipeline explosion in the Bay Area that killed eight people and leveled a swath of homes, residents of L.A.'s tight-knit port community have revived a long-simmering controversy over the safety of one of the largest and oldest above-ground fuel storage facilities of its kind in the U.S.

The emotional debate involves wildly different scenarios of the devastation that could be caused by a fire, explosion or terrorist attack at the 20-acre facility — and something more.

Revelations of outdated construction standards and lax government oversight in the San Bruno pipeline tragedy and other recent disasters have shaken residents' faith in official assurances that the tanks have been inspected, tested and are safe.

"We live with the misconception that government and private companies are looking out for public safety. Look at San Bruno, the Deepwater Horizon oil spill and what Hurricane Katrina did to the levees in New Orleans," said Janet Schaaf-Gunter of San Pedro and Peninsula Homeowners United. "These tanks need to be moved immediately."

State, federal and Los Angeles Fire Department records show the site meets all regulatory requirements, and its firefighting system was recently inspected and recertified. The facility's owner, Rancho LPG Holdings, a unit of Houston-based Plains All American Pipeline, says the 80-foot-tall tanks are well-maintained and equipped with an array of safety measures, including monitors, sprinkler systems,

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automatic shut-off valves, and dikes to contain a gas spill.

Although hundreds of people have been killed by conflagrations at large liquefied-petroleum-storage facilities in other countries, officials stress there have been no catastrophic failures at similar propane and butane storage sites in the United States.

Still, residents, school officials and city officials in nearby Rancho Palos Verdes have pressed local and state agencies — unsuccessfully thus far — to seek a court-supervised assessment of the installation's safety and the losses that could occur under various disaster scenarios.

They note that homes, built before the tanks, are located about 1,000 feet from the site. Also nearby are an office park, a Home Depot, a Target, a complex of playing fields, and several schools.

"I am concerned," said Doreen J. Steinbach, principal of Taper Avenue Elementary School, which overlooks the Rancho site and has about 700 students. "My priority is safety first for the students here. I don't like that the tanks are there, but it's not my job to take a political stance."

The worst risks include fires that heat the storage tanks until they fail and explode, leaking gas that catches fire in the dike system or escaping gas that vaporizes into a giant cloud that can explode.

Community activists have gathered a trove of historical and regulatory documents showing, among other things, that the city permitted the original owner to build the tanks under industrial zoning dating to World War II. Other city records and geological maps show the tanks are very close to the active Palos Verdes fault, in an area known for methane gas and unstable ground.

Critics cite a 1,242-page federal report issued more than 30 years ago questioning the safety of gas storage sites like the one in San Pedro. It cast doubt on the adequacy of local building codes for such projects and recommended all new facilities be built underground away from populated areas.

About the same time, the California Public Utilities Commission questioned the earthquake safety of the site. But a recent company-funded study states that the facility meets state seismic codes and was built to withstand a massive earthquake. The report says a slope failure behind the tanks would not damage the facility and the chance of soil liquefaction due to an earthquake is "nil" because of dense sand deposits and a low water table at the site.

Much of the controversy now revolves around recent, dramatically different predictions of the damage that a fire or explosion at the facility could cause.

A consulting firm hired by a San Pedro neighborhood association concluded last year that significant damage would extend as far as 6.8 miles from the site in the most catastrophic blast. That would cover most of San Pedro and part of downtown Long Beach.

In addition, Carl Southwell, a USC doctoral candidate, completed a study in March, contending that a successful terrorist attack could produce a fireball 1,085 yards across that would kill 2,500 people, injure 12,500, and devastate the Port of Los Angeles. His worst-case scenario, showing a damage radius of almost 3 miles, assumed an attack with rocket-propelled grenades — a model based on a 1999 plot by a militia group that targeted a similar storage facility in Elk Grove, Calif. The suspects in that case were convicted.

The owner of the San Pedro tanks disputes the reports by the residents' consultant and Southwell. Its analysis, by Quest Consultants Inc., concluded that the worst case would damage an area no more than

half a mile in all directions. That would encompass some homes and busy shopping areas, but company officials say the distance over which damage would occur is significantly overstated.

Rancho's analysis is supported by an independent review commissioned by the U.S. Environmental Protection Agency, which faulted the residents' study for using "technically invalid" scenarios and failing to consider the facility's safety features that would prevent the worst type of explosion.

"What's been lost in all this is that we have had regular meetings with the community and told them about the risk assessments," said Roy Lamoreaux, a spokesman for Rancho LPG. "We want to be a strong business and social partner in the community. We are doing everything in our power to reduce the off-site consequences of the facility."

Bob Bea, a professor emeritus at UC Berkeley and an expert in risk analysis, said a high-quality, peer-reviewed risk analysis should be done — the type of analysis used for facilities such as nuclear power plants.

Philip Myers of Pleasant Hill, Calif., an engineering consultant with expertise in petroleum storage facilities, agreed, saying that all scenarios should be considered, including highly improbable events, such as an airplane crash into a tank. In general, he said that standards have become more stringent since the San Pedro tanks were built and that older facilities should be monitored closely.

So far, the state attorney general and Los Angeles City Atty. Carmen Trutanich have declined the residents' requests to seek a court hearing to determine if the tanks are hazardous enough to require removal.

Trutanich said the tanks have not caused any harm — an important legal requirement — and they have a clean regulatory history. He also cited design features that reduce the risk and the EPA's study that supports the company's risk assessment. The state attorney general's position was similar.

The residents' attorney, Anthony Patchett, took issue with those views, insisting that the risk of a serious calamity is real and that neighbors already have suffered losses in property values because of the storage tanks.

"All it would take," he said, "is a leak unattended for 15 minutes and a slight Santa Ana wind and 750 people could die."

*[dan.weikel@latimes.com](mailto:dan.weikel@latimes.com)*

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E-mail from Janet Gunter regarding revocable permit for Rancho LPG facility

**Kit Fox**

---

**From:** Janet Gunter [arriane5@aol.com]  
**Sent:** Thursday, October 13, 2011 12:21 PM  
**To:** kitf@rpv.com  
**Subject:** Re: Kit Fox has forwarded a page to you from Planetizen

**Attachments:** Rancho\_RP\_10-05.pdf

Thank you, Kit. I appreciate it. I believe that State Lands is now involved in looking at the "strangeness" of the Port's rail permit. Don't know if you have seen it...but, it is very bizarre. I have attached it for your review. In effect, the "roll over" revocable permitting process has allowed the circumvention of any review by the Harbor Commission for many years. What it really appears to be is a "long term unauthorized lease" for a use on Public trust property that has escaped any risk analysis whatsoever. Please carefully read through the permit regarding "indemnification" ...again without any assessment of what that liability of damage might be....and the complete "deletion" of any restoration bond. Also, of interest is the entire paragraph dedicated to the prohibition of use of the rail for any transport or handling of a "hazardous commodity". LPG has been deemed a commodity of "particular hazard" by the US Coast Guard. It just keeps getting more bizarre by the minute.

Please make sure that your Mayor and Council representatives are on top of the latest. Thanks for your efforts.

Best, Janet G

-----Original Message-----

From: kitf <kitf@rpv.com>  
 To: arriane5 <arriane5@aol.com>  
 Sent: Thu, Oct 13, 2011 11:13 am  
 Subject: Kit Fox has forwarded a page to you from Planetizen



Kit Fox thought you would like to see this page from the Planetizen website.  
 Message from Sender:

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**Hi Janet. The recent LA Times article made it into today's issue of Planetizen Newswire. I will be providing a copy of your recent e-mail to the City Council. The next Border Issues Status Report is scheduled for the December 6th City Council meeting.**

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**Butane Storage Tanks Raise Concern**

Even though the butane storage tank meets all state and federal regulatory requirements, residents do not feel safe with a 40-year-old tank that contains up to 25 million gallons of highly flammable butane. Residents fear a potential catastrophe.

Brought to you by [www.planetizen.com](http://www.planetizen.com)

CITY OF LOS ANGELES HARBOR DEPARTMENT  
Port of Los Angeles

REVOCABLE PERMIT

No. 10-05

The General Manager of the Harbor Department (hereinafter called "Executive Director") of the City of Los Angeles (hereinafter called "City") HEREBY GRANTS PERMISSION TO RANCHO LPG HOLDINGS, LLC, a Delaware limited partnership, 607 8<sup>th</sup> Avenue S.W., Suite 1400, Calgary, Alberta, Canada T2P 0A7 (hereinafter called "Tenant") to occupy and use certain lands, waters and/or facilities within the Harbor District owned or under the control of City acting through its Board of Harbor Commissioners (hereinafter called "Board"), subject to the following terms and conditions:

1. Premises. The premises subject to this Agreement (hereinafter called "premises") is designated as Parcel No. 1 and is delineated and more accurately described on the preliminary Harbor Engineering Drawing No. 5-4327. A final drawing shall be substituted for Harbor Engineering Drawing No. 5-4327 when prepared by the Chief Harbor Engineer, Engineering Division, of the Harbor Department, and shall be marked Exhibit "A-1." A copy of said drawing is attached hereto as Exhibit "A." By mutual agreement of Executive Director and Tenant, land and water not exceeding ten percent (10%) of the area granted or 20,000 square feet, whichever is greater, may be permanently added to or deleted from the premises granted herein without further approval of the Board subject to the following conditions: (1) so long as such change in area is not temporary within the meaning of Tariff Item 1035 (or its successor), the compensation set forth in Section 4 shall be increased or decreased pro rata to reflect any such addition or deletion; (2) if the change involves the addition or deletion of any improvement, the adjustment to the compensation shall also take into account this change in the same manner in which the compensation was originally calculated; (3) if permanent changes in area are made on more than one occasion, the cumulative net change in area may not exceed ten percent (10%) or 20,000 square feet, whichever is greater, of the originally designated area, and (4) the change in area shall not result in the annual compensation changing by more than One Hundred Thousand Dollars (\$100,000). The Executive Director is authorized to execute amendment(s) to this Permit to effect the foregoing adjustments to area and compensation without further action of the Board.

2. Purpose. The premises shall be used for the purpose of operation and maintenance of existing industrial rail spur tracks and not for any other purpose without the prior written consent of Executive Director.

3. Effective and Termination Dates. This Revocable Permit shall be month-to-month, commencing upon the date of execution by Executive Director and shall thereafter be revocable at any time by Tenant or by Executive Director, upon the giving of at least thirty (30) days' written notice to the other party stating the date upon which this Permit shall terminate. The right of Executive Director to revoke this Permit is and shall remain unconditional. Neither City, nor any board, officer or employee thereof, shall be liable in any manner to Tenant because of such revocation.

4. Compensation.

(a) Amount. Each month, in advance, Tenant shall pay to Board the sum of One Thousand One Hundred Eighty-seven Dollars (\$1,187.00) as rental for the use of the premises. Use of the premises for purposes not expressly permitted herein, whether approved in writing by Executive Director or not, may result in additional charges, including charges required by Port of Los Angeles Tariff No. 4, as amended or superseded. Tenant agrees to pay such additional charges. Executive Director may change the amount of rental required herein upon giving at least thirty (30) days' written notice to Tenant.

(b) Delinquency Charge. Rental payments which have not been paid within ten (10) days of the due date ("grace period") shall be subject to a service charge of one-thirtieth (1/30) of two percent (2%) of the invoice amount remaining unpaid each day. The service charge shall accrue from the first day after the original due date and shall be imposed even if all or a portion of any sum on deposit as a guarantee against delinquent rent is applied to the amount due. For the administrative convenience of both City and Tenant, City will not apply Tenant's deposit, which is described below, to unpaid rent until Tenant's occupancy is terminated or a notice to terminate the occupancy has been provided. The City has the unqualified right, upon thirty (30) days' prior notice to Tenant, to change the level of the delinquency service charge provided the rate shall not exceed the maximum permitted by law.

(c) Deposits. Prior to the issuance of this Permit, Tenant shall deposit with the Harbor Department the sum of Two Thousand and Five Hundred Dollars (\$2,500.00) as a guarantee to cover delinquent rent and its other obligations under this Permit. If the rent is thereafter changed, Tenant shall modify its deposit as necessary to assure that Tenant at all times has on deposit a sum equal to two months of the current rental payments. If all or any part of said deposit is used to pay any rent due and unpaid or to meet other Tenant obligations, including, but not limited to, maintenance expenses, Tenant shall then immediately reimburse said deposit so that at all times during the life of this Permit said deposit shall be maintained. Failure to maintain the full amount of said deposit shall subject this Permit to forfeiture. In the sole discretion of the Executive Director, Tenant may post other forms of security but only if in a form acceptable to the City Attorney. If for any reason City has not initially required a deposit from Tenant, City may at any time and for any reason require a deposit in an amount the Executive

Director determines necessary to secure performance of the Permit. Tenant agrees to post such deposit with City within ten (10) days of written request from City and agrees that its failure to do so constitutes a material breach of this Permit. No interest is payable by City on deposits if the deposits are subsequently refunded.

(d) No Right of Set-Off. Notwithstanding any other provision of this Permit, Tenant's obligation to pay all rent payable hereunder shall be absolute and unconditional and shall not be affected by any circumstance, including, without limitation, any set-off, counterclaim, recoupment, defense or other right which Tenant may have against City.

(e) Deposits for Disputed Payments. Tenant recognizes that disputes may arise over monies due the City in accordance with this Permit. Tenant and City shall make a good faith effort to resolve any disputes as expeditiously as possible. Tenant agrees, upon receiving a billing from City which it disputes, to deposit with the City the disputed amount in the form of cash, certificate of deposit in the City's name or other security acceptable to City within thirty (30) days of the date of billing. City shall hold the deposit pending the resolution of the dispute. If the dispute is resolved in the City's favor, City shall retain the money and all interest earned on it. If the dispute is resolved in favor of Tenant, said deposit shall be returned to Tenant with all accumulated interest. Tenant understands that its failure to provide a deposit acceptable to City within thirty (30) days shall be considered a material default of this Permit and City shall be entitled to cancel this Permit upon seven (7) days' written notice. If Tenant is required under this Revocable Permit to pay City any sums in accordance with City's tariff, Tenant's failure to provide a deposit shall require Tenant to make all payments in accordance with Item 265 of the Tariff and Tenant shall be removed from the Credit List authorized by Item 260 of the Tariff or as amended or superseded. If the billing for any one disputed amount exceeds One Hundred Thousand Dollars (\$100,000), Tenant shall be required to deposit One Hundred Thousand Dollars (\$100,000) with City; if City prevails in the dispute and the amount due City exceeds One Hundred Thousand Dollars (\$100,000), Tenant shall pay the difference due within fifteen (15) days with interest at the rate set forth in Section 4(b) from the date of City's initial billing to Tenant.

(f) Records and Accounts. All books, accounts and other records showing the affairs of Tenant with respect to its business transacted at, upon or over the premises shall be maintained locally, and shall be subject to examination, audit and transcription by Executive Director or any person designated by her; and in the event it becomes necessary to make such examination, audit or transcription at any place other than within fifty (50) miles of the premises, then all costs and expenses necessary, or incident to such examination, audit or transcription shall be paid by Tenant. These records shall be retained during the term of this Permit so that the records for the four (4) most recent years are available. After this Permit terminates, Tenant shall maintain the records for the four (4) most recent years for at least two (2) years. Upon request in writing by Executive Director or his or her designated representative, Tenant shall furnish a statement of the exact location of all records and the name and telephone number of the custodian of these records. The statement shall be submitted within fifteen (15) days of the request and shall contain such detail and cover such period of time as may be specified in any such request. From time to time Executive Director or designee shall audit Tenants' records and accounts. Information to be provided by Tenant will include, but not be limited to, general ledgers, charts of accounts, subledgers including cash receipts journals, cash disbursement journals, and all original receipts and documents which support the information provided to City.

(g) Promotion of Los Angeles Harbor Facilities. Tenant shall in good faith and with all reasonable diligence use its best efforts by suitable advertising and other means to promote the use of the premises granted by this Permit.

(h) Supervision of Business Practices. The nature and manner of conducting any and all business activities on the premises shall be subject to reasonable regulation by Board. In the event such business is not conducted in a reasonable manner as determined by Board, it may direct that corrective action be taken by Tenant or its sublessees to remedy such practices and upon failure to comply therewith within thirty (30) days of Tenant receiving such written notice, Board may declare this Permit terminated.

Pursuant to the provisions of the Los Angeles City Charter and of the tide and submerged land grant, Tenant and its sublessees shall use the premises in such a manner so that there shall be no discrimination made, authorized or permitted in the rates, tolls, or charges or in the facilities provided for any use or service in connection therewith.

Tenant shall also conduct its business and cause the businesses of its sublessees upon the premises (if any have been expressly authorized by City in writing) to be conducted in a first-class manner. Tenant shall furnish and maintain a standard of service at least equal to that of the better class of similar businesses providing similar services and facilities in the City of Los Angeles and adjacent communities during the entire term of this Permit.

Board reserves the right to have access to and inspect the schedule of rates and prices for services and facilities performed or provided upon the premises. In the event that after Tenant has been advised and given a

reasonable opportunity to confer with Board and to justify any rate or price challenged by it as unreasonable or noncompensatory, and Board has determined such rate or price to be unreasonable or inappropriate for the services rendered or the facilities provided, such rates or prices shall be modified by Tenant as directed by Board.

5. Restoration Bond. Tenant shall provide a cash deposit, certificate of deposit in the name of the City, surety bond, irrevocable letter of credit or other form of security in the name of the City and acceptable to the Executive Director and City Attorney in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) payable to the City of Los Angeles, to guarantee, upon any termination, revocation or forfeiture of this Permit, the restoration of premises and the removal of works, structures and other improvements by Tenant as required by this Permit. Said deposit, or other form of security bond, shall be in a form acceptable to and subject to the approval of the City Attorney. No interest is payable by City on deposits if the deposits are subsequently refunded. If Executive Director becomes aware of facts which lead him or her to believe that the financial condition of Tenant has substantially changed such that Tenant may not be able to meet its restoration obligation, Executive Director may increase the restoration bond or deposit requirement, and where no restoration bond or deposit is initially required, Executive Director may require such a bond or deposit. If any property of any kind is on the premises at the request or with the permission of Tenant, its officers, agents, employees, sublessees, licensees or invitees, including vessels, machinery or equipment, and such property sinks in any channel or water area (hereafter "sunken property") and Tenant fails to remove such property within ten (10) days of a request by City to do so, Executive Director may require a restoration deposit or bond in the amount of the reasonable cost of removal as determined by Harbor Engineer. If Executive Director in his or her sole discretion determines sunken property is a safety hazard and so notifies Tenant, failure to remove the property may result in termination of this Permit upon three (3) days' notice.

6. Rights-of-Way. This Permit shall at all times be subject to such rights-of-way over the land embraced therein for such sewers, pipelines, conduits, and for such telephone, telegraph, light, heat or power lines as may from time to time be determined by Board; and shall also be subject to rights-of-way for streets and other highways and for railroads and other means of transportation as shall have been duly established, or as shall be reserved herein; and shall also be subject to rights-of-way as Board requires to drill and explore new or maintain existing oil, gas or mineral wells. This Permit shall at all times be subject to all prior exceptions, reservations, grants, easements, leases or licenses of any kind whatsoever as the same appear of record in the Office of the Recorder of Los Angeles County, California, or in the official records of City or any of its various departments.

7. Premises Satisfactory to Tenant/Required Modifications. Tenant has inspected the premises and agrees that they are suitable for the uses permitted herein. No officer or employee of City has made any representation or warranty with respect to the premises, except as described in writing and attached hereto as an addendum, and in entering into this Revocable Permit, Tenant agrees it relies only on the provisions of the Permit. Any modification, improvement, or addition to the premises and any equipment installation or removal required by the Fire Department, Department of Building and Safety, South Coast Air Quality Management District, Regional Water Quality Control Board, U.S. Coast Guard, Environmental Protection Agency, or any other agency in connection with Tenant's operations, shall be constructed, installed, or removed at Tenant's sole expense. Tenant shall obtain a Harbor Engineer's General Permit before making any modifications to the premises.

8. Use of Premises. Tenant agrees not to use the premises in any manner, even if the use is for the purposes enumerated herein, that will cause cancellation of any insurance policy covering any such premises or adjacent premises provided Tenant may in City's discretion remain if it pays the increase in City's insurance costs caused by its operations. No offensive or refuse matter, or any substance constituting any unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall ever be permitted by Tenant to be or remain, and Tenant shall prevent any such material or matter from being or accumulating upon said premises. Tenant further agrees not to keep on the premises or permit to be kept, used, or sold thereon, anything prohibited by any policy of fire insurance covering the premises or any structure erected thereon.

9. Repair and Maintenance. The repair and maintenance obligations of the parties are as follows (if Tenant's premises do not include wharves, maintenance provisions related to wharves shall not apply):

(a) Maintenance Performed by City at City's Expense (Except as Noted). Except as provided in subsections 9(c), 9(d), 9(g) and 9(h), City will maintain at its expense the roofs and exteriors of all buildings owned by City and the structural integrity of wharf structures (if any) and buildings owned by City. The "wharf structure" (if any) for purposes of this subsection means the beams, girders, subsurface support slabs, bulkheads and prestressed concrete or wood piling, joists, pile caps and timber decking (except as noted below), and any and all mooring dolphins. The wharf structure does not include the paving, the surface condition of timber decking or the fendering system. City will maintain and repair at its expense all fire protection sprinkler systems, fire hydrant systems, standpipe systems, fire alarm systems, and other fire protective or extinguishing systems or appliances (portable fire extinguishers and hoses excluded) which have been or may be installed in buildings or structures City owns on the premises. City shall also perform at its expense all electrical substation and switchgear preventive maintenance.

(b) Maintenance Performed by City at Tenant's Expense. Subject to the provisions of subsections 9(c), 9(d), 9(g) and 9(h), City shall maintain and repair at Tenant's expense the wharf fender system for wharves owned by City, (in accordance with City's wharf damage procedures, a copy of which will be provided to Tenant upon its request), refrigerated receptacle outlets, backflow devices and potable water systems and heating and air conditioning systems, so long as City forces are available. If, however, Tenant fails to pay City in accordance with City's wharf damage procedure (which contains depreciation criteria favorable to Tenant), then City reserves the right to collect the actual cost of repair based on actual depreciation factors as established by City in court.

(c) Maintenance Performed by Tenant at Its Expense. Tenant shall be responsible for performing and paying for all maintenance and repairs not expressly covered above. Tenant shall be responsible at its expense for inspecting and assuring that all necessary portable fire extinguishers are present on the premises and maintained in an operable condition. Notwithstanding subsections (a) and (b) above, all modifications or repairs to the electrical, plumbing or mechanical systems resulting from "call outs" (Tenant-requested repairs requested on weekends, holidays or other than 7:45-4:15 Monday-Friday or such other times as City adopts as its maintenance force work hours) are at Tenant's expense. Tenant shall also be responsible at its expense for inspecting the premises and keeping the premises, [including, but not limited to, the surface of timber decking, all paving, landscaping, irrigation systems, fencing, signage, and striping (if any) and relamping] and all works, structures and improvements thereof, whether a part of the premises or placed by Tenant, in a safe, clean, sanitary and sightly condition. All maintenance performed by Tenant shall assure the premises are maintained in a first-class operating condition and in conformance with all applicable federal, state, regional, municipal and other laws and regulations. The appearance, safety and operational capability of the premises shall be maintained to the satisfaction of the Executive Director. Tenant shall make all efforts necessary to immediately discover and guard against any defects in all surfaces of timber decking, paving, buildings, structures and improvements on the premises without request from City. Tenant shall also completely maintain at its expense all buildings, structures, improvements, timber decking surfaces and paving it erects, owns, or installs. All modifications and repairs which Tenant makes to City-owned or Tenant-owned buildings, structures, improvements, timber decking and paving require a Harbor Department Engineering permit. Sample permits are available upon request from the Harbor Engineer. Tenant agrees to strictly comply with all the terms and conditions of the Harbor Engineer's permit. Tenant shall maintain in its offices at the premises at all times the Harbor Engineer's permit allowing the work performed and proof that the work has been performed in accordance with all terms and conditions of the permit. Modifications and repairs shall be made in a first-class manner using materials of a kind and quality comparable to the items being replaced (in-kind replacement shall be utilized if material still manufactured). Tenant is obligated at its expense to take both such preventive and remedial maintenance actions as are necessary to assure that premises are at all times safe and suitable for use regardless of whether Tenant is itself actively using all of the premises. Tenant shall provide notice to the Director of Port Construction and Maintenance and Harbor Engineer five (5) work days before any paving work is performed; provided, however, Tenant shall immediately repair any condition creating a risk of harm to any user of the premises. All materials used and quality of workmanship shall be satisfactory to the Harbor Engineer.

(d) Tenant's Responsibility for Damage. Notwithstanding the foregoing, if damage to the wharf structure or any other building, structure, improvement or surface area is caused by the acts or failure to act of Tenant, its officers, agents, employees or its invitees, (including, but not limited to, customers of Tenant and contractors retained by Tenant to perform work on the premises -- hereafter collectively "invitees"), Tenant shall be responsible for all costs, direct or indirect, associated with repairing the damage and the City shall have the option of requiring Tenant to make the repairs or itself making the repairs. If City makes the repairs, Tenant agrees to reimburse City for the City's cost of repair. All damage shall be presumed to be the responsibility of Tenant and Tenant agrees to be responsible for such damage unless Tenant can demonstrate to the satisfaction of City that someone other than its officers, agents, employees, or invitees caused the damage. Tenant agrees to reimburse City for the cost of repair to City's wharf for any damage to the wharf resulting from a collision between a vessel and the wharf while docking or undocking unless Tenant demonstrates that such damage was caused by the sole active negligence of City or demonstrates that such damage was caused by an invitee of some other Tenant to which the premises are also assigned. The sufficiency of proof presented by Tenant to City shall be determined by City in its sole judgment. Tenant's obligations as a vessel owner or operator pursuant to City's Tariff Item 305 (or its successor) or pursuant to any pilotage contract Tenant may have with City are not altered by the provisions of this subsection.

(e) City's Option to Perform Work at Tenant's Expense. If Tenant fails to repair, maintain and keep the premises and improvements as above required, Executive Director may give thirty (30) days' written notice to Tenant to correct such default, except that no notice shall be required where, in the opinion of Executive Director, the failure creates a hazard to persons or property. If Tenant fails to cure such default within the time specified in such notice, or if Executive Director determines that a hazard to persons or property exists due to such failure, Executive Director may, but is not required to, enter upon the premises and cause such repair or maintenance to be made, and the costs thereof, including labor, materials, equipment and overhead cost, to be charged against Tenant. Such charges shall be due and payable with the next rent payment. During all such times, the duty shall be on Tenant to assure the premises are safe and Tenant shall erect barricades and warning signs to assure

workers and the public are protected from any unsafe condition. None of City's remedies described above shall preclude City from terminating this Permit if City is not satisfied with Tenant's compliance with the maintenance provisions of this Permit.

(f) Inspection of Premises and Tenant Repairs. Tenant shall be responsible for inspecting the premises (including all surfaces of timber decking, paving, structures, buildings and improvements) and at all times maintaining the premises in a safe condition. Executive Director and/or his or her representatives shall have the right to enter upon the premises and improvements constructed by Tenant at all reasonable times for the purpose of determining compliance with the terms and conditions of this Permit or for any other purpose incidental to the rights of City. This right of inspection imposes no obligation upon City to make inspections nor liability for failure to make such inspections. By reserving the right of inspection, City assumes no responsibility or liability for loss or damages to the property of Tenant or property under the control of Tenant, whether caused by fire, water or other causes. City assumes no responsibility for any shortages of cargo handled by Tenant. If City requests drawings and/or specifications showing the location and nature of repairs to be made or previously made by Tenant (including by its invitees), Tenant agrees to provide to City the material requested in writing within ten (10) days of request by City.

(g) City's Access to Maintain and Repair Premises. If City deems it necessary to maintain or repair the premises, Tenant shall cooperate fully with City to assure that the work can be performed timely and during City's normal working hours. If City is required to perform any work outside its normal working hours, even work which would otherwise be at City's expense, the entire cost of such work shall be at Tenant's expense.

(h) Maintenance/Repair Obligations Dependent on Indemnity/Insurance Provisions. City's agreement to perform certain repairs and to pay for certain repairs is expressly conditioned on the indemnity and insurance provisions of this Permit remaining in force and effect. If Tenant fails to comply with the indemnity and insurance provisions or if these provisions are ever deemed not applicable, then Tenant shall be obligated to perform and pay for all maintenance and repairs to the premises without exception at its own expense. Tenant shall perform such maintenance and repairs only after it has secured the Harbor Engineer's General Permit. Such work shall be deemed completed only when all terms of the permit have been satisfied. If City inspects any work performed by Tenant and finds it unsatisfactory, Tenant shall be obligated to correct the work to City's satisfaction at Tenant's expense.

(i) Definition of City's Actual Costs. Whenever this Section requires Tenant to reimburse City for the City's cost of maintenance, the City's cost of maintenance is agreed to include all direct and indirect costs which City incurs whether with its own forces or with any independent contractor. These costs include salary and all other costs City incurs from its employees ("salary burden"), all material and equipment costs and general overhead costs.

(j) Exhibit Listing More Common Maintenance Items. Attached as Exhibit "B" is a detailed description of items which is intended to describe the more common maintenance work which may be necessary at the premises. Not all items listed will be present at all premises within the Port. Costs and responsibilities shall be apportioned as set forth in this Exhibit except as may otherwise be required by the provisions above.

10. Defaults. Upon the neglect, failure or refusal of Tenant to comply with any of the terms or conditions of this Permit within the time stated in the written demand of Executive Director, the Executive Director may declare this Permit forfeited, and may forthwith enter upon said premises, using all reasonable force so to do, and exclude Tenant from further use of said premises and all improvements thereon. Upon such forfeiture, Tenant shall immediately surrender all rights in and to the premises and all improvements. Upon any such forfeiture, any and all buildings, structures and improvements of any character whatsoever, erected, installed or made by Tenant under, through, or because of, or pursuant to the terms of this Permit, or any prior permit, shall immediately ipso facto either become the property of City free and clear of any claim of any kind or nature of Tenant or its successors in interest without compensation to Tenant or become removable by Executive Director at the sole expense of Tenant, at the option of Executive Director. In the event this Permit is forfeited as set forth above, Executive Director may enforce all of City's rights and remedies under this Permit. In addition to any other remedy available to City, City shall be entitled to recover from Tenant rent as it becomes due pursuant to the terms of this Permit and, in addition thereto, the damage that City may recover includes the worth at the time of the award of the amount by which the unpaid rent for the balance of the term of this Permit exceeds the amount of such rental loss for the same period that Tenant proves could have been reasonably avoided. Any default in Tenant's obligations to make payments to City under the terms of any berth assignment, lease, permit or other agreement, when such default involves the sum of Five Hundred Dollars (\$500.00) or more, shall constitute a material default on the part of Tenant with respect to this Permit. At any time Tenant has defaulted on payments due under other agreements with City, City may give Tenant a default notice and this Permit may be forfeited if the default in rental payments of such other agreements, including, but not limited to, berth assignments, leases and permits, is not cured within the time stated in said notice.

11. Effect of Nonuse. Tenant shall commence using the premises for the purposes permitted herein within thirty (30) days from the effective date hereof. If Tenant shall fail thereafter to use the premises or any substantial portion

thereof for a period of thirty (30) consecutive days, this Permit shall cease and terminate and be forfeited unless Tenant, prior to the expiration of any such period of thirty (30) consecutive days, notifies Executive Director in writing that such nonuse is temporary and obtains the written consent of Executive Director to such nonuse.

12. Restoration and Hazardous Materials Management. Upon the termination of this Permit other than by forfeiture, Tenant shall quit and surrender possession of the premises to City and shall, without cost to City, remove any and all works, structures and other improvements located thereon, except works, structures or other improvements owned by City, and restore the premises to the same or as good condition, ordinary wear and tear excepted, as the same were in at the time of the first occupancy thereof by Tenant or its assignors, if any, under this or any prior permit or lease. "Ordinary wear and tear" does not permit Tenant to damage paving or to contaminate the premises with any material handled at the premises. Executive Director may, at his or her option, accept all or a portion of the works, structures, or other improvements on behalf of City in lieu of all or a portion of the removal or restoration required herein. Tenant shall leave the premises free from contamination of hazardous substance or hazardous waste including hazardous liquid bulk products and petroleum products (hereinafter sometimes collectively referred to as "hazardous materials") as defined below. Tenant shall leave the surface of the ground in a level, graded condition with no excavations, holes, hollows, hills or humps.

13. Hazardous Materials. Tenant may not handle, use, store, transport, transfer, receive or dispose of, or allow to remain on the premises (hereinafter collectively referred to as "handle") any substance classified as a hazardous material under any federal, state, local law or ordinance (hereinafter sometimes collectively referred to in this Permit as "law") in such quantities as would require the reporting of such activity to any person or agency having jurisdiction thereof without first receiving written permission of City. If Tenant has handled material on the premises classified by law as hazardous [Tenant's attention is particularly called to the Resource Conservation and Recovery Act of 1967 ("RCRA"), 42 U.S.C. Sec. 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), 42 U.S.C. Sec. 9601, et seq.; the Clean Water Act, 33 U.S.C. Sec. 1251 et seq.; the Clean Air Act, 42 U.S.C. Sec. 7901 et seq.; California Health & Safety Code Sec. 25300 et seq. and Sec. 25100 et seq.; California Water Code Sec. 13000 et seq.; California Administrative Code, Title 22, Division 4, Chapter 30, Article 4; Title 49 CFR 172.101; Title 40 CFR Part 302 and any amendments to these provisions or successor provisions] and such material has contaminated or threatens to contaminate the premises or adjacent premises (including structures, harbor waters, soil or groundwater), Tenant, to the extent obligated by law and to the extent necessary to satisfy City, shall at its own expense perform soil and groundwater tests to determine the extent of such contamination, and shall immediately remediate from the premises any such material. If in the determination of the Executive Director such hazardous material cannot be remediated on site to the satisfaction of City, Tenant shall remove and properly dispose of all contaminated soil, material or groundwater and replace such soil or material with clean soil or material suitable to City.

If during Tenant's occupancy hazardous materials are discovered on the premises or such materials have migrated to or threaten to contaminate adjacent premises (including structures, harbor waters, soil or groundwater), Tenant shall immediately notify the City, and Tenant, at its sole expense, shall perform such soil and groundwater testing as required by law and as City deems necessary and take immediate steps to remediate the premises to the satisfaction of City.

If Tenant disposes of any soil, material or groundwater contaminated with hazardous material, Tenant shall provide City copies of all records, including a copy of each uniform hazardous waste manifest indicating the quantity and type of material being disposed of, the method of transportation of the material to the disposal site and the location of the disposal site. The name of the City of Los Angeles shall not appear on any manifest document as a generator of such material.

Any tests required of Tenant by this Section shall be performed by a State of California Department of Health Services certified testing laboratory satisfactory to City. By signing this Permit, Tenant hereby irrevocably directs any such laboratory to provide City, upon written request from City, copies of all of its reports, test results, and data gathered. As used in this Permit, the term "Tenant" includes agents, employees, contractors, subcontractors, and/or invitees of the Tenant.

14. Rent During Restoration. Tenant understands and agrees it is responsible for complete restoration of the premises, including the clean up of any hazardous material contamination on or arising from the premises before the expiration or earlier termination of this Permit. If, for any reason, such restoration is not completed before such expiration, then Tenant is obligated to pay City compensation during such restoration as determined by the then fair market value of the land and the Harbor Department's then established rate of return; however, the new rent shall not be less than provided in Section 4. Tenant also agrees to provide City a surety bond to assure removal of hazardous material from the premises if at any time City demands such bond. Tenant's breach of any of the provisions of this Section shall entitle City to forfeit this Permit.

15. Site Restoration Plan. Upon request of Executive Director, Tenant shall provide City a site characterization study and site restoration plan in a form acceptable to City and at Tenant's expense as directed by City.

The study and plan shall demonstrate to City's satisfaction that the premises have not been contaminated or that, if contamination exists, Tenant will remove it to the satisfaction of City.

16. Tanks. Within thirty (30) days from the commencement of the term of this Permit, Tenant, at its expense, shall submit to City an inventory of all storage tanks located on the premises indicating the number of tanks, type (atmospheric, etc.), contents, capacity, past historical use, location and the date each tank was last tested for structural integrity and leaks. Tenant shall also, at its sole expense, when required by law or when deemed necessary by the Executive Director or his or her designee, test all storage tanks located on the premises for structural integrity and leaks. Upon written request, Tenant shall make available to City the results of all such tests. Testing required herein shall be to the satisfaction of City and in conformance with applicable federal, state or local laws, rules, regulations or ordinances as these provisions presently exist, or as they may be amended or enacted. If during Tenant's occupancy of the premises a tank or the pipelines servicing a tank containing hazardous material are discovered to be leaking, Tenant shall immediately notify the City and take all steps necessary to repair the tank and/or pipelines and clean up the contaminated area to the satisfaction of City and in accordance with all applicable law.

17. Use for Tidelands Purposes. This Permit is subject to the limitations, conditions, restrictions and reservations of the Tidelands Act, Stats. 1929, Ch. 651, as amended and/or reenacted, and the Charter of City relating to such lands, including particularly Article VI. Tenant agrees to use the premises only in such manner as will be consistent therewith.

18. Federal Maritime Commission. Tenant shall not use the premises or furnish any facilities or services thereon for or in connection with a common carrier by water as that term is defined in the Shipping Act of 1916 and 1984, as amended, unless and until this Permit has been submitted to the Federal Maritime Commission and has become effective or determined not to be subject to said Acts.

19. Improvements. Tenant shall not construct on or alter the premises, including a change in the grade, without first submitting to Harbor Engineer a complete set of drawings, plans and specifications of the proposed construction or alteration and obtaining his approval in a written Harbor Engineer's General Permit. Harbor Engineer shall have the right to reject or order changes in said drawings, plans and specifications. Tenant, at its own expense, shall obtain all permits necessary for such construction. All construction by Tenant pursuant to this Permit shall be at Tenant's sole expense. Tenant shall keep the premises free and clear of liens for labor and materials and shall hold City harmless from any responsibility in respect thereto.

20. Construction. Tenant shall give written notice to Harbor Engineer, in advance, of the date it will commence any construction. Immediately upon the completion of the construction, Tenant shall notify Harbor Engineer of the date of such completion and shall, within thirty (30) days after such completion, file with Harbor Engineer, in a form acceptable to Harbor Engineer, a set of "as built" plans for such construction.

21. Indemnity. As partial consideration for City's grant of the premises to Tenant, Tenant agrees to at all times relieve, indemnify, protect and save harmless City and any and all of its boards, officers, agents and employees from any and all claims and demands, actions, proceedings, losses, liens, costs and judgments of any kind and nature whatsoever, including expenses incurred in defending against legal actions, for death of or injury to persons or damage to property including property owned by or under the care and custody of City, and for civil fines and penalties, that may arise from or be caused directly or indirectly by:

(a) Any dangerous, hazardous, unsafe or defective condition of, in or on the premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the premises by Tenant, its officers, agents, employees, sublessees, licensees or invitees;

(b) Any operation conducted upon or any use or occupation of the premises by Tenant, its officers, agents, employees, sublessees, licensees or invitees under or pursuant to the provisions of this Permit or otherwise;

(c) Any act, omission or negligence of Tenant, its officers, agents, employees, sublessees, licensees or invitees, regardless of whether any act, omission or negligence of City, its officers, agents or employees contributed thereto;

(d) Any failure of Tenant, its officers, agents or employees to comply with any of the terms or conditions of this Permit or any applicable federal, state, regional, or municipal law, ordinance, rule or regulation; or

(e) The conditions, operations, uses, occupations, acts, omissions or negligence referred to in subdivisions (a), (b), (c) and (d) above, existing or conducted upon or arising from the use or occupation by Tenant or its invitees of any other premises within the Harbor District, as defined in the Charter of City.

Tenant also agrees to indemnify City and pay for all damage or loss suffered by City and the Harbor Department, including, but not limited to, damage to or loss of property, to the extent not insured by City, and loss of City revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions or negligence referred to in subdivisions (a), (b), (c), (d) and (e) above. The term "persons" as used herein shall include, but not be limited to, officers and employees of Tenant. Tenant acknowledges that the City has set the compensation payable under this Permit in consideration of the indemnity and insurance obligations which Tenant assumes by this Permit.

Tenant shall also indemnify, defend and hold City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution of value of the premises, damages for loss or restriction on use of rentable or useable space or of any amenity of the premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Permit term as a result of contamination of the premises by hazardous materials for which Tenant is otherwise responsible for under the terms of this Permit. This indemnification of City by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency because of hazardous material present in the soil or groundwater on or under the premises. The foregoing indemnity shall survive the expiration or earlier termination of this Permit.

22. Insurance. Tenant shall procure and maintain at its expense and keep in force at all times during the term of this Permit broad form comprehensive general liability and property damage insurance including automobile and contractual liability assumed coverages written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if a Best's Rating is not available) with Tenant's normal limits of liability but not less than One Million Dollars (\$1,000,000) combined single limit for injury, death or property damage arising out of each accident or occurrence unless Executive Director allows or requires a different limit of liability. If the submitted policy contains an aggregate limit, this limit must be satisfactory to Executive Director or his or her designee. Said limits shall be without deduction, provided that Executive Director or his or her designee may permit a deductible amount in those cases where, in his or her judgment, such a deductible is justified. The insurance provided shall contain a severability of interest clause assuring that damage to City property or injury to City personnel are covered by the insurance. In all cases, regardless of any deductible, said insurance shall contain a defense of suits provision which assures the carrier will defend the City if any suit arises related to Tenant's occupation of the premises or such suit is within the scope of Tenant's indemnity allegation as set forth in Section 21. If Tenant operates watercraft or incurs other marine liability exposures or operates vehicles as part of its business in the Port, liability coverage for such watercraft or vehicles must be provided as above. The submitted policy shall contain endorsements substantially as follows:

(a) "Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that the City of Los Angeles, its Board of Harbor Commissioners, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all operations, uses, occupations, acts and activities of the insured under its revocable permit issued by the City, and under any amendments, modifications, extensions or renewals thereof regardless of whether such operations, uses, occupations, acts and activities occur on the premises or elsewhere within the Harbor District, and regardless of whether liability is attributable to the named insured or a combination of the named insured and the additional insured. It is understood that the additional insured will not be responsible for the payment of premium under the policy;

(b) "The policy to which this endorsement is attached shall not be cancelled or reduced in coverage until after the Executive Director and the City Attorney of City have each been given thirty (30) days' prior written notice by certified mail addressed to P.O. Box 151, San Pedro, California 90733-0151;

(c) "The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by City is excess of this insurance and shall not contribute with it;

(d) "If one of the named insureds incurs liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability; and

(e) "Notice of occurrences or claims under the policy shall be made to [This information is to be supplied by the Tenant's insurance carrier when submitting the Endorsement to the Harbor Department. The information to be supplied is the name, address and phone number of the person representing the carrier to be notified at the time of any accident.]"

The Executive Director and City Attorney shall have the discretion to modify the insurance requirements as they deem appropriate if the circumstances warrant a modification.

23. Fire Legal Liability Insurance. Tenant shall also secure and maintain, either by an endorsement thereto or by a separate policy, fire legal liability insurance covering legal liability of Tenant for damage or destruction to the works, structures and improvements owned by City. This policy shall be in an amount sufficient to cover the replacement value of the City structure occupied by Tenant but need not exceed the value of the deductible in the City's fire insurance policy provided, that upon thirty (30) days' prior written notice to Tenant, said minimum limits of liability shall be subject to adjustment by Executive Director to conform with the deductible amount of the fire insurance policy maintained by Board. Currently this deductible is Two Hundred Fifty Thousand Dollars (\$250,000). So long as City's insurance policy permits City to waive any cause of action it and the City's insurance carrier would otherwise have for a fire caused by Tenant, City agrees to such waiver provided Tenant provides the insurance required by this Section. City should not be named as an additional insured in Tenant's fire legal policy.

24. Duplicate Insurance Policies. Tenant shall furnish two (2) signed copies of each policy or certificate required herein for approval by the Risk Manager of City.

25. Modifications to Insurance. Executive Director, based upon advice of independent insurance consultants of City, may increase or decrease the amounts and types of insurance coverage required herein by this Permit by giving sixty (60) days' written notice to Tenant.

26. Assignments/Subleases. No assignment, sublease, transfer, gift, hypothecation or grant of control, or other encumbrance of this Permit, or any interest therein or any right or privilege thereunder, whether voluntary or by operation of law, shall be valid for any purpose. For purposes of this subsection, the term "by operation of law" includes:

- (a) The placement of all or substantially all of Tenant's assets in the hands of a receiver or trustee;
- (b) An assignment by Tenant for the benefit of creditors.

27. Transfer of Stock. If Tenant is a corporation and more than ten percent (10%) of the outstanding shares of capital stock of Tenant is traded during any calendar year after filing its application for this Permit, Tenant shall notify Executive Director in writing within ten (10) days after the transfer date; provided, however, that this provision shall have no application in the event the stock of Tenant is listed on either the American Stock Exchange, the New York Stock Exchange, or the NYSE Arca Options. If more than twenty-five percent (25%) of the Tenant's stock is transferred, regardless of whether Tenant is a publicly or privately held entity, such transfer shall be deemed an assignment within the meaning of the preceding paragraph. Any such transfer shall void this Permit. Such a transfer is agreed to be a breach of this Permit which shall entitle City to evict Tenant on at least seven (7) days' notice.

28. Signs. Tenant shall not erect or display, or permit to be erected or displayed, on the premises any signs or advertising matter of any kind without first obtaining the written consent of Executive Director. Tenant shall post, erect and maintain on the premises such signs as Executive Director may direct.

29. Termination for Misrepresentations. This Permit is granted pursuant to an application filed by Tenant with Board. If the application or any of the attachments thereto contain any misstatement of fact which, in the judgment of Executive Director, affected his or her decision to grant said Permit, Executive Director may terminate this Permit. Termination pursuant to this Section shall not be termination by forfeiture.

30. Laws and Directives. Tenant shall comply with all applicable laws, ordinances and regulations. In addition, Tenant shall comply immediately with any and all directives issued by Executive Director or his or her authorized representative under authority of any such law, ordinance or regulation. This Permit shall be construed in accordance with California law.

31. Possessory Interest. THIS PERMIT MAY CREATE A POSSESSORY INTEREST BY TENANT WHICH MAY BE SUBJECT TO PROPERTY TAXATION. TENANT SHALL PAY ALL SUCH TAXES SO ASSESSED, AND ALL OTHER ASSESSMENTS OF WHATEVER CHARACTER LEVIED UPON ANY INTEREST CREATED BY THIS PERMIT. TENANT SHALL ALSO PAY ALL LICENSE AND PERMIT FEES REQUIRED FOR THE CONDUCT OF ITS OPERATIONS.

32. Utility Charges. Unless otherwise provided for herein, Tenant shall pay all charges for services furnished to the premises or used in connection with its occupancy, including, but not limited to, heat, gas, power, telephone, water, light and janitorial services, and pay all deposits, connection fees, charges and meter rentals required by the supplier of any such service, including City.

33. Termination by Court. If any court having jurisdiction in the matter renders a final decision which prevents the performance by City of any of its obligations under this Permit, then either party hereto may terminate this Permit by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations) shall thereupon terminate.

34. Conflict of Interest. It is understood and agreed that the parties to this Permit have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees, as well as the Conflict of Interest Code of the Harbor Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Permit. Notwithstanding any other provision of this Permit, it is further understood and agreed that if such a financial interest does exist at the inception of this Permit, City may immediately terminate this Permit by giving written notice thereof. Termination pursuant to this Section shall not be termination by forfeiture.

35. Service of Notice. In all cases where written notice including the service of legal pleadings is to be given under this Permit, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid or delivered to the Permit premises. When so given, such notice shall be effective from the date of mailing. Unless changed by notice in writing from the respective parties, notice to City shall be addressed to Executive Director, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Tenant shall be addressed to it at the address stated in the preamble or at such address designated by Tenant in writing. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law. All notice periods under this Permit refer to calendar days unless otherwise specifically stated.

36. No Waivers. No waiver by either party at any time of any terms or conditions of this Permit shall be a waiver at any subsequent time of the same or any other term or condition. The acceptance of late rent by Board shall not be deemed a waiver of any other breach by Tenant of any term or condition of this Permit other than the failure of Tenant to timely make the particular rent payment so accepted.

37. Immediate Access to Repair/Maintain Premises. Tenant is aware that the City Department of Water & Power or Harbor Department maintenance personnel may need to service or repair facilities on the premises. If such repair is necessary, Tenant agrees to relocate, at its expense, all of its cargo equipment or personal property to provide Department of Water & Power or Harbor Department personnel adequate access. Tenant agrees to complete such relocation within six (6) hours of receiving notice from City. Tenant agrees neither Department of Water & Power nor City shall be responsible for any loss Tenant may suffer as a result of such maintenance or repair.

38. Time of the Essence. Time is of the essence in this Permit.

39. Nondiscrimination and Affirmative Action Provisions. Tenant agrees not to discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition. All subcontracts awarded under or pursuant to this Permit shall contain this provision.

The applicable provisions of Section 10.8 et seq. of the Los Angeles Administrative Code are set forth in the attached Exhibit "C" and are incorporated herein by this reference.

40. Minority, Women and Other Business Enterprise (MBE/WBE/OBE) Outreach Program. It is the policy of the City to provide minority business enterprises (MBEs), women's business enterprises (WBEs), and all other business enterprises (OBEs) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. The Tenant or Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for MBEs, WBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including MBEs, WBEs, and OBEs, have an equal opportunity to compete for and participate in any such participation opportunity which might be presented under this Permit.

41. Wilmington Truck Route. It is recognized by both parties that Tenant does not directly control the trucks serving the terminal. However, Tenant will make its best effort to notify truck drivers, truck brokers and trucking companies, that trucks serving the terminal must confine their route to the designated Wilmington Truck Route of Alameda Street and Harry Bridges Boulevard; Figueroa Street from Harry Bridges Boulevard to "C" Street; and Anaheim Street east of Alameda Street. A copy of the Wilmington Truck Route is attached hereto and marked Exhibit "D," which may be modified from time to time at the sole discretion of the Executive Director with written notice to Tenant.

42. Paragraph Headings. Paragraph headings used in the Permit are merely descriptive and not intended to alter the terms and conditions of the paragraphs.

43. Prior Permits. This Revocable Permit shall supersede Revocable Permit No. 1212. From and after the effective date of this Revocable Permit, said permit shall have no further force or effect except to the extent either party has accrued any rights or obligations under said permit.

44. Business Tax Registration Certificate. The City of Los Angeles Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This section provides that every person, other than a municipal employee, who engages in business within the City of Los Angeles, is required to obtain the

necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for the Los Angeles Harbor Department.

45. Additions. There is attached to this Permit an addendum, consisting of numbered Sections 47-52, inclusive, the provisions of which are made a part of this Permit as though set forth herein in full.

46. Deletions. Section five (5) is deleted and is not to be considered as constituting a part of this Permit, and it is so marked.

DATED: 2/23/2011

CITY OF LOS ANGELES,  
HARBOR DEPARTMENT.

Kathryn McDermott  
Executive Director

(SEAL)

APPROVED:

BOARD OF HARBOR COMMISSIONERS

\_\_\_\_\_  
Secretary

The undersigned Tenant hereby accepts the foregoing Permit and agrees to abide and be bound by and to observe each and every of the terms and conditions thereof, including those set forth in the addendum, if any, and excluding those marked as being deleted.

DATED: 2/2/11

\_\_\_\_\_  
RANCHO LPG HOLDINGS, LLC

By: Lawrence Grayluss *LG*  
Vice President  
Type/Print Name and Title

(SEAL)

Attest: Ann Gullivan  
Assistant Secretary  
Type/Print Name and Title

APPROVED AS TO FORM

2/15, 2011  
CARMEN A. TRUTANICH, City Attorney

By: Heather M. McCloskey  
HEATHER M. McCLOSKEY, Deputy

HMM:aw  
6/17/10

ADDENDUM TO REVOCABLE PERMIT NO. 10-05

47. Service Contractor Worker Retention Policy and Living Wage Policy Requirements. The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 3, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Harbor Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Tenant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this Permit and otherwise pursue legal remedies that may be available.

48. Wage and Earnings Assignment Orders/Notices of Assignments. The Tenant is obligated to fully comply with all applicable state and federal employment reporting requirements for the Tenant and/or its employees.

The Tenant shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. The Tenant will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§ 5230 et seq. The Tenant will maintain such compliance throughout the term of this Permit.

49. Equal Benefits Policy. The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Harbor Department. Tenant shall comply with the policy wherever applicable. Violation of the policy shall entitle the City to terminate any agreement with Tenant and pursue any and all other legal remedies that may be available. See Exhibit "E."

50. State Tidelands Grants. This Permit is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Permit is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929, (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Tenant agrees that any interpretation of this Permit and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

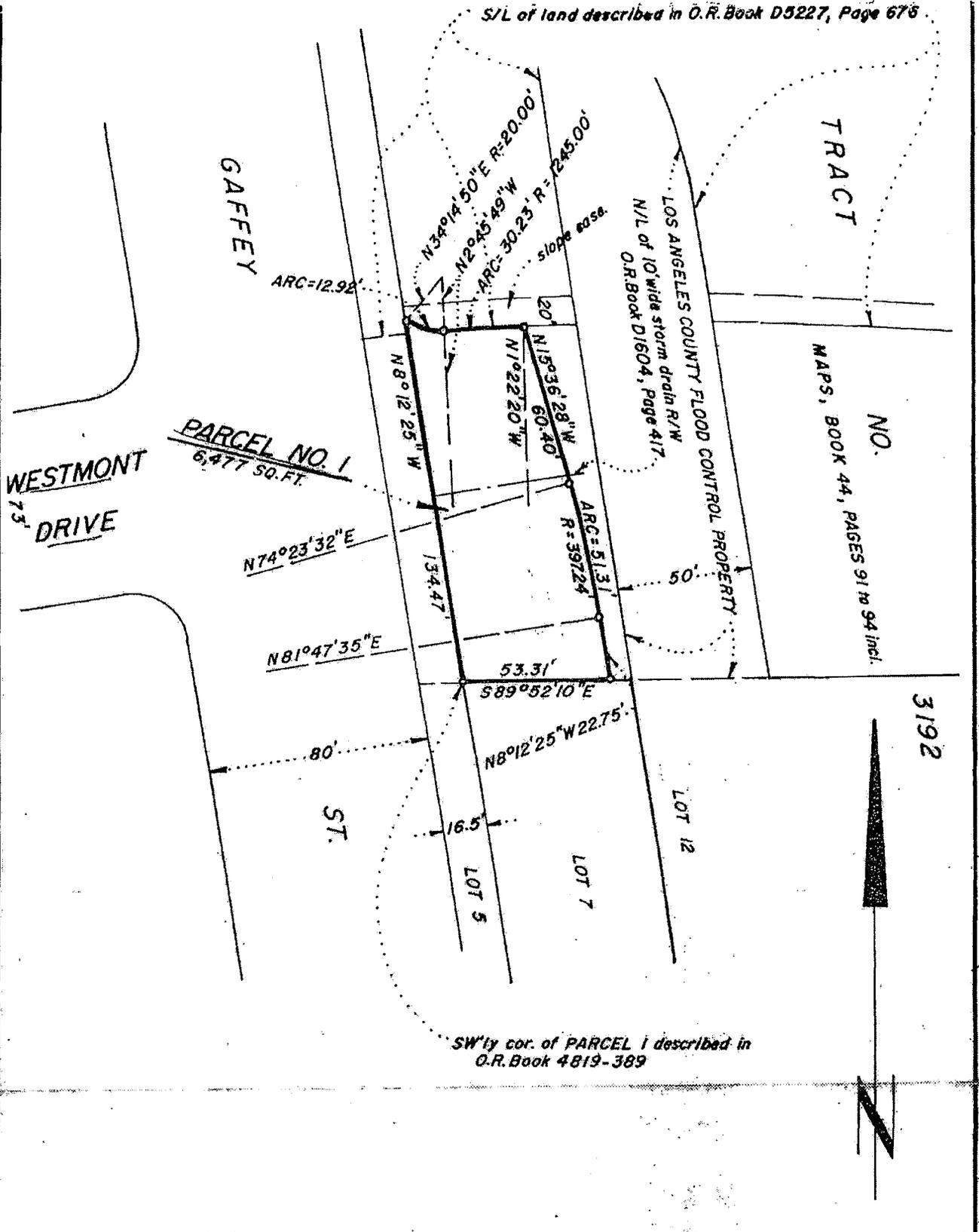
51. Workers' Compensation. Tenant shall secure the payment of compensation to employees injured while performing work or labor necessary for and incidental to performance under this Permit in accordance with Section 3700 of the Labor Code of the State of California. Tenant shall file with the City one of the following: 1) a certificate of consent to self-insure issued by the Director of Industrial Relations, State of California; 2) a certificate of Workers' Compensation insurance issued by an admitted carrier; or 3) an exact copy or duplicate thereof of the policy certified by the Director or the insurer. Such documents shall be filed prior to delivery of premises. Where Tenant has employees who are covered by the United States Longshore and Harbor Workers' Compensation Act, Tenant shall furnish proof of such coverage to the City. It is suggested that Tenant consult its insurance agent to determine whether its proposed construction methods will render its employees subject to coverage under the Act. All Workers' Compensation insurance submitted to City shall include an endorsement providing that any carrier paying benefits agrees to waive any right of subrogation it may have against the City.

52. Railroad Protective Liability Insurance

The Contractor shall also provide a policy of Railroad Protective Liability Insurance in which Pacific Harbor Line (PHL) acting for itself and its railroad users are named insureds and the City of Los Angeles, its boards, officers, agents and employees are included as additional insureds with Contractor. The minimum limits of Railroad Protective Liability Insurance shall be the limits normally carried by the Contractor but not less than Two Million Dollars (\$2,000,000) combined single limit for property damage and bodily injury including death. If the submitted policies contain aggregate limits the Contractor shall provide evidence of insurance protection for such limits so that the required coverage is not diminished in the event that the aggregate limits become exhausted. Said limit shall be without deduction, provided that the Executive Director or designee may permit a deductible amount when it is justified by the financial capacity of Contractor. Any deductible amount permitted by the Executive Director shall be paid solely by Contractor.

Contractor's comprehensive general liability coverage shall also have the railroad exclusion deleted.

S/L of land described in O.R. Book D5227, Page 676



SCALE 1"=50'	DATE 7-26-72	RECOMMENDED FOR APPROVAL	PERMIT MAP FOR PETROLANE
DRAWN <i>VEH</i>	CHECKED <i>VEH</i>	CHIEF OF DESIGN <i>E.L. ...</i>	
DESIGNED	ENR/ARCH	ASSISTANT CHIEF HARBOR ENGINEER <i>L. Schneider</i>	APPROVED <i>R. ...</i> CHIEF HARBOR ENGINEER
PORT OF LOS ANGELES ENGINEERING DIVISION P.O. BOX 125 SAN PEDRO, CALIF.			DRAWING NUMBER 5-4327

PRINTED ON DIETERICH-POST CLEARPRINT 1000H-8

EXHIBIT A

C-77

MARINE TERMINAL MAINTENANCE PROVISIONS  
FOR ALL LEASE AGREEMENTS

I. Structural Maintenance & Repair Performed by City at City's Expense\* Within Lease Area

1. Roofs
2. Exteriors of structures, including exterior painting
3. Wharf structure (as defined)
4. Wharf bulkheads
5. Rock slopes
6. Maintenance dredging
7. Replacement of deteriorated electrical conduit and pipeline system
8. High and low voltage systems, including switchgear and crane power trench
9. Fire protection sprinkler systems, fire hydrant systems, standpipe systems, fire alarm systems

II. Maintenance & Repair Performed by City at Tenant's Expense Within Lease Area

1. Fender system repair (wharf damage procedure)
2. Refrigerated receptacle outlet (reefer) maintenance
3. Backflow devices and potable water systems
4. HVAC servicing and repair

III. Operational Maintenance & Repair to be Performed by the Tenant. Port Will Perform if Forces Available for Accommodation Work Order Within Leased Area at Tenant's Expense. Tenant, However, Remains Responsible for Sufficiency of All Work.

This portion of the Exhibit describes the maintenance and repair of items commonly found on terminal premises granted to Tenants. Not all items listed below may be present on all terminal premises. This list is only illustrative of the items which Tenant must maintain.

1. All landscaping, including irrigation systems
2. Daily janitorial service\*\*\*
3. Relamping of terminal wharf and backland light standards\*\*
4. Interior painting
5. Elevator and escalator maintenance\*\*
6. Clarifier maintenance & servicing\*\*\*
7. All toxic waste removal\*\*\*
8. Storm drain inlet maintenance and cleaning
9. Cleaning clogged drains, including toilet/urinal stoppages
10. Pneumatic tube system maintenance\*\*
11. Emergency generator unit maintenance\*\*
12. Mooring capstans
13. Mechanical ramps and loading dock boards
14. Passenger gantries\*\*, baggage systems\*\*, conveyor systems\*\*
15. Replacement of all light bulbs
16. Traffic and backland area striping (requires permit & approval by Harbor Engineer)
17. Weigh scales\*\*
18. Wheel stop maintenance
19. Fence and gate maintenance
20. Rolling and sliding door maintenance
21. Window, door glass replacement
22. Carpet, tile, and vinyl floor replacements
23. All mechanical, electrical, hydraulic and air equipment and devices used by Tenant to maintain Tenant-owned machinery and equipment
24. Gate house equipment, including gate arms and mechanical/electrical equipment therein
25. Recharging and servicing of fire extinguishers
26. Surface paving, wharf and backland (as defined in Permit)
27. All underground and above ground tanks, pipelines and appurtenances unless the Permit specifically otherwise provides

\* To be maintained at Tenant's expense, if damaged by Tenant

\*\* To be maintained to Port's standards and subject to periodic audits and inspection by the Port of Los Angeles

\*\*\* At no time does Port provide or perform

IV. City May, But is Not Obligated to, Maintain or Repair Items Tenant Fails to Maintain or Repair at Tenant's Expense

EXHIBIT B

## AFFIRMATIVE ACTION PROGRAM PROVISIONS

### **Sec. 10.8.4 Affirmative Action Program Provisions.**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
  - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
  
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
  
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
  
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

## AFFIRMATIVE ACTION PROGRAM PROVISIONS

- E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it

## AFFIRMATIVE ACTION PROGRAM PROVISIONS

registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve

months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;

## AFFIRMATIVE ACTION PROGRAM PROVISIONS

4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) Mandatory Contract Provisions Pertaining to Equal Benefits. Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

E-mail and flyer regarding October 29<sup>th</sup> community protest at  
Rancho LPG facility and related *Daily Breeze* article

**Kit Fox**

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**From:** Jody James [jody.james@sbcglobal.net]  
**Sent:** Monday, October 17, 2011 10:37 PM  
**To:** kitf@rpv.com  
**Subject:** Fw: INVITATION TO ALL COUNCIL CANDIDATES...STAND UP AGAINST HAZARDS!!  
**Attachments:** rally\_flyer-1.jpg

Greetings, Kit, I have forwarded this info to all those listed as running for the RPV City Council. Thank you so very much for your attention to this issue. Good luck to all of us. Jody

----- Forwarded Message -----

**From:** Janet Gunter <arriane5@aol.com>  
**To:** jody.james@sbcglobal.net  
**Sent:** Mon, October 17, 2011 5:01:23 PM  
**Subject:** INVITATION TO ALL COUNCIL CANDIDATES...STAND UP AGAINST HAZARDS!!

SHOW UP AND LET CONSTITUENTS KNOW YOUR POSITION ON HAZARDOUS LPG TANKS.  
BRING FRIENDS AND SUPPORTERS!!

# STAND UP TO MOVE THEM OUT!!

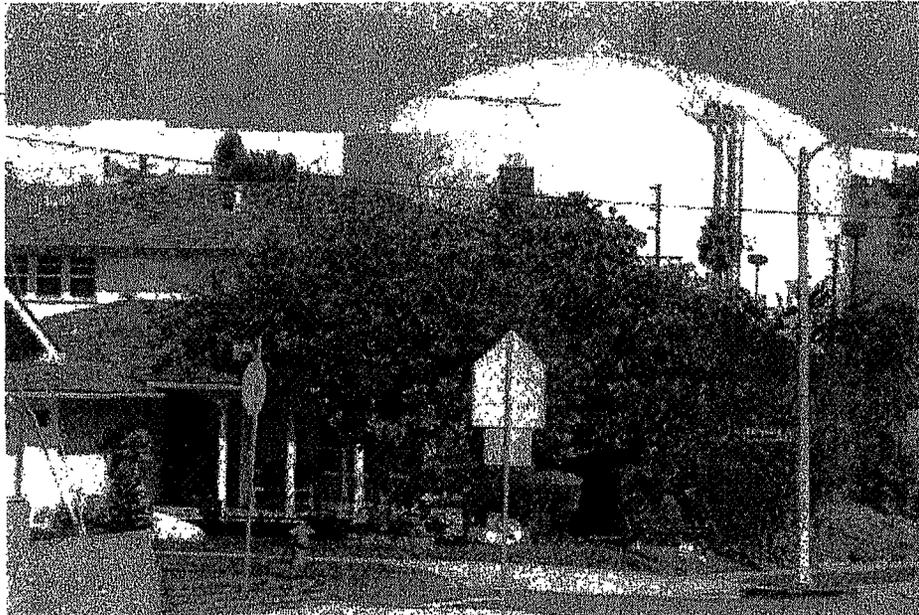
**SATURDAY, OCTOBER 29<sup>TH</sup>**

**11:00 AM**

A CALL TO COMMUNITY LEADERS AND  
NEIGHBORS!

SHOW LA THAT WE ARE NOT WILLING  
VICTIMS OF LIQUID ENERGY GAS RISKS

FORM A LINE OF UNITY ALONG THE  
NORTHWEST SAN PEDRO GREEN STRIP  
**Rancho - LPG 2110 No. Gaffey st-San Pedro**  
(at Westmont St.)



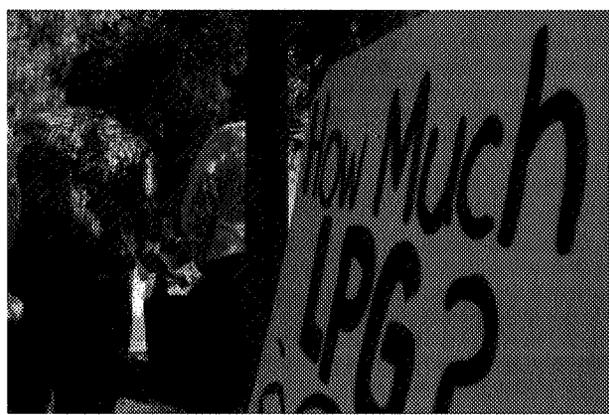
Butane storage tanks operated by Plains LPG on North Gaffey Street in San Pedro are close to homes and businesses. The Northwest San Pedro Neighborhood Council commissioned a report to study the chances of an accident and the impact one might have. (Scott Varley Staff Photographer)

# Protesters target San Pedro gas facility

By Josh Grossberg Staff Writer

Posted: 10/29/2011 09:59:41 PM PDT

Updated: 10/30/2011 02:51:26 PM PDT



Congresswoman Laura Richardson addresses a group of people protesting the continued operation of storage tanks that they say can cause great damage to the community. (Chuck Bennett)

About 45 San Pedro residents - a good many of them running for office - renewed their call Saturday for the city to relocate two gas storage tanks that they say could erupt and destroy a huge swath of the Harbor Area.

The Rancho LPG tanks that can store up to 25.3 million gallons of butane and propane at 2110 N. Gaffey St. have long been the target of nearby residents who say the facility poses an extreme danger for miles around.

Chuck Hart of San Pedro Homeowners United said an explosion at the tanks could kill thousands of people and destroy property in a six-mile radius.

"It's unstable," he said. "It shouldn't be this close to residential neighborhoods.

That six-mile figure is disputed by others, who say damage would be kept close to the site.

Hart noted that the area is not only prone to earthquakes and landslides, but there is also a threat of tsunamis and even terrorism at the site.

"The problem is imminent," he said

The demonstration in the shadow of the tanks came a day after Los Angeles Councilwoman Jan Perry said she wanted to review the safety of the facility that has been a thorn in the side of nearby residents since it was erected in 1973.

Established by Petrolane, the facility was later operated under the Amerigas name and now is owned by Plains LPG with a long-term lease for the land.

The facility features two 80-foot-tall tanks that are about 1,000 feet from homes. A Home Depot store is across the street.

Though the operator, Rancho LPG Holdings - a unit of Plains - has done a risk analysis, Perry said that in the wake of a deadly explosion last year in San Bruno, an independent review of the facility was necessary.

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She wants the council's Public Safety committee to look into the issue.

Critics of the project on Saturday said an original environmental impact report was inadequate and needed to be redone.

"I'm going to be requesting a copy of the EIR," Rep. Laura Richardson, D-Carson, told the crowd. "If it doesn't exist, there will be a problem. I expect to get answers to questions, and I will report back to you."

The event was also an opportunity for candidates in next week's special election to fill the 15th District seat on the Los Angeles City Council.

Speaking against the tanks were Rebecca Chambliss, Robert Farrell, Pat McOsker, Gordon Teuber, Jayme Wilson and Emery Soos.

Contestants in the Nov. 8 Rancho Palos Verdes council race also spoke.

josh.grossberg@dailybreeze.com

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Letter from Rancho LPG, with attached letter from  
State Attorney General Kamala Harris

# RANCHO

LPG Holdings LLC

October 18, 2011

Mr. Kit Fox  
Associate Planner  
City of Rancho Palos Verdes  
30940 Hawthorne Blvd.  
Rancho Palos Verdes, CA 90275-5391

RECEIVED  
OCT 21 2011  
COMMUNITY DEVELOPMENT  
DEPARTMENT

Dear Mr. Fox,

As a follow-up to my correspondence dated September 30, 2011, I have attached a letter from the California State Attorney General's office concerning the Rancho Facility located at 2110 North Gaffey Street in San Pedro, CA. Based upon a thorough review of the documentation and facts, the State Attorney General's office clearly supports the findings of the Los Angeles City Attorney office.

In summary, quite simply *no evidence* exists to date which would demonstrate the Rancho Facility is in violation of any law nor does it support Mr. Anthony Patchett's allegation the Facility is a public nuisance. The Facility has a number of industry approved safety devices to protect against any cataclysmic event as portrayed by Mr. Patchett. Furthermore, there *exists no proof* that any "ultrahazardous" activity is taking place at the Facility, thus invalidating Mr. Patchett's long-standing assertion that Rancho is an "ultrahazardous facility". It is important to note thus far in 2011 the Rancho Facility has undergone numerous regulatory agency inspections with *no violations* received. The Facility remains compliant with air, hazardous materials, fire, and health requirements mandated by local, state, and federal governments.

Rancho believes the conclusions by the State Attorney General's office further reinforce our contention that the Facility is compliant with governmental regulations and is being operated and maintained in the safest manner possible. Since assuming ownership of the Facility in November 2008, we have made a steadfast commitment to inspect, upgrade, and automate the Facility equipment as needed to ensure a more efficient and safe operation. We remain focused on operating the facility in a prudent manner with the safety of our employees and the community ever present in our minds.

Sincerely,

*Ron Conrow*

Western District Manager  
Plains LPG Services, LP (Rancho Holdings)  
Shafter, CA  
Office: 661-368-7917  
Mobile: 661-319-9978  
Fax: 661-746-4037  
[Ronald.Conrow@plainsmidstream.com](mailto:Ronald.Conrow@plainsmidstream.com)

C-91

cc:

Ms. Diana Nave, President - Northwest San Pedro Neighborhood Council

Mr. John Greenwood, Chairman Planning & Land Use Committee - NW San Pedro Neighborhood Council

Ms. Linda Alexander, President – Central San Pedro Neighborhood Council

Mr. Scott Gray, Secretary - Central San Pedro Neighborhood Council

Mr. Bruce Horton, Secretary – Coastal San Pedro Neighborhood Council

Mr. Kit Fox, Associate Planner – City of Rancho Palos Verdes

Mr. Ricardo Hong, Area Director – Office of Mayor Antonio R. Villaraigosa

Mr. Michael C. Davies, Assistant Field Representative – U. S. Senator Dianne Feinstein

Ms. Rebekah Kim, Deputy – Fourth District Supervisor Don Knabe

Mr. Jacob Haik, Chief of Staff LAUSD – Office of Dr. Richard Vladovic

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OCT 21 2011



KAMALA D. HARRIS  
Attorney General

COMMUNITY DEVELOPMENT  
State of California  
DEPARTMENT OF JUSTICE

300 SOUTH SPRING STREET, SUITE 1702  
LOS ANGELES, CA 90013

Public: (213) 897-2000  
Telephone: (213) 897-2638  
Facsimile: (213) 897-2802  
E-Mail: Brian.Hembacher@doj.ca.gov

October 4, 2011

Anthony G. Patchett  
Law Offices of Anthony G. Patchett  
P.O. Box 5232  
Glendale, CA 91221-1099

RE: Letters Concerning Butane Storage Tanks in San Pedro

Dear Mr. Patchett:

Thank you for your letters of October 14, 2010 and April 3, 2011, wherein you asked our office to investigate whether the storage by Rancho Holdings L.L.P of liquid butane in very large storage tanks located at 2011 North Gaffey Street in San Pedro, California, should be enjoined as a public nuisance or as an ultra hazardous activity. We have looked into your request.

Our investigation included a review of the consultant reports that you supplied to us, "In My Backyard" (March 7, 2011), and "Quantitative Risk Analysis of Amerigas Butane Storage Facility" (September 2010) (Risk Report) by Cornerstone Technologies, Inc. We have reviewed responses to the September 2010 Risk Report by Quest Consultants, hired by the facility operator, and the letter from Professor Daniel Crowl of Michigan Tech to Mary Wesling of the United States Environmental Protection Agency (EPA), dated April 11, 2011. Additionally, we have interviewed local and state fire, hazardous substances and health and safety regulators who have recently inspected the premises at 2011 North Gaffey Street. Our understanding is that no violations were found during a May 12, 2011 multi-agency inspection of the facility, and that the facility has also been determined to be in compliance with air emission requirements. We have also been informed that the facility was inspected by the United States Department of Transportation on August 9, 2011, and again, no violation of law or regulations governing the handling of hazardous materials was found. Finally, we received a copy of the response from the City Attorney of Los Angeles addressed to you and dated September 22, 2011, which responded to your concerns about public nuisance, ultra hazardous activity, and CEQA violations, determining that there was insufficient evidence to take action at this time.

Based on this review, we have determined that the evidence to date would not support a public nuisance claim by the Attorney General's Office, nor have we found evidence that any other law is currently being violated. We agree with the conclusions in the September 22 letter from the Los Angeles City Attorney's office that there appear to be a number of safety measures

C-93

October 4, 2011  
Page 2

at the facility to protect against a cataclysmic event of the type described in your letters and your consultant's reports, that the existence of an ultra hazardous activity is only relevant to the burden of proof where a harm has occurred, and that no specific harm has been identified relating to the butane storage tanks. The facility appears to have passed all inspections and is complying with air, hazardous materials, fire and health and safety requirements promulgated by local, state and federal governments.

While we are sympathetic to your concerns and those of the community given the close proximity of these large butane storage tanks, there is no evidence to support an enforcement action at this time. We remain willing to take another look at this matter if evidence of non-compliance or harm is later discovered.

Sincerely,



BRIAN W. HEMBACHER  
Supervising Deputy Attorney General

For KAMALA D. HARRIS  
Attorney General

cc William W. Carter, Chief Deputy City Attorney, Los Angeles  
Vincent Sato, Deputy City Attorney, Los Angeles  
Reed Sato, Chief Counsel, California Department of Toxic Substances Control

LA *Times* article regarding Rancho LPG butane storage facility

latimes.com/news/local/la-me-lpg-tanks-20111027,0,5371512.story

**latimes.com**

## **L.A. councilwoman seeks review of San Pedro propane, butane tanks**

**Los Angeles Councilwoman Jan Perry says an independent review is needed to address harbor-area residents' concerns about giant propane and butane storage tanks near playing fields and homes in San Pedro.**

By Dan Weikel, Los Angeles Times

October 29, 2011

Los Angeles City Councilwoman Jan Perry, noting last year's natural gas pipeline explosion that killed eight people in San Bruno, wants to review the safety of a giant propane and butane storage facility in San Pedro that has been controversial for decades.

The 40-year-old facility, which can store about 25 million gallons of liquefied petroleum gas, is one of the largest and oldest facilities of its type in the United States. Its two 80-foot-tall tanks are along North Gaffey Street about 1,000 feet from homes. Playing fields and shopping centers are even closer.

Though the owner, Rancho LPG Holdings, has done a risk analysis, Perry says an independent review is necessary and wants the council's public safety committee to address concerns raised by residents groups in the harbor area.

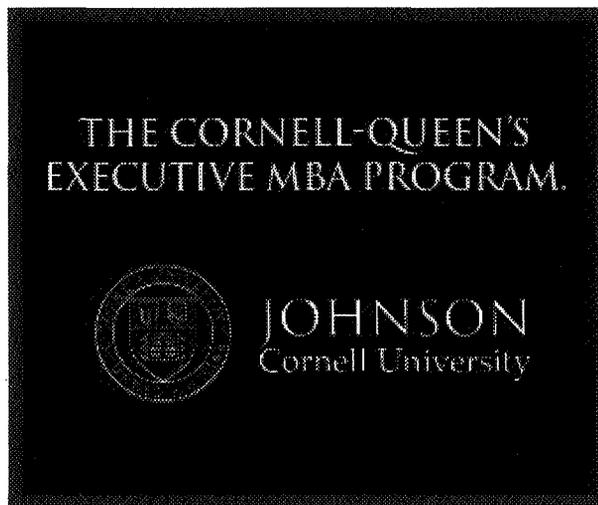
The review, which Perry proposed at Tuesday's City Council meeting, would require the Fire Department, the Emergency Management Department, the building department, and the city attorney's office to prepare reports on the storage facility. The matter was referred to the public safety committee for consideration.

Although the San Pedro neighborhood is not in Perry's district, she is running for mayor next year. The area has had no council representative since Janice Hahn was elected to Congress. A special election to fill the seat is scheduled for Nov. 8.

"Perry's call for an independent analysis is an extremely critical factor in our effort to achieve a comprehensive study of the facility," said Janet Schaaf-Gunter of San Pedro and Peninsula Homeowners United.

Community activists have gathered a trove of historical and regulatory documents showing, among other things, that the city permitted the original owner to build the tanks under an industrial zoning dating to

advertisement



World War II.

Other city records and geological maps show the tanks are very close to the active Palos Verdes fault, in an area known for methane gas and unstable ground.

Much of the controversy has revolved around dramatically different predictions of the damage that a fire or explosion at the facility could cause. The company's worst-case scenario states that the impact would extend no more than a few tenths of a mile, while other assessments say the damage radius could extend up to 6.8 miles.

*[dan.weikel@latimes.com](mailto:dan.weikel@latimes.com)*

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E-mail from Jeanne Lacombe regarding proposed  
NWSPNC motion addressing Rancho LPG insurance requirements

**Kit Fox**

---

**From:** Lacombe [chateau4us@att.net]  
**Sent:** Monday, November 14, 2011 11:23 AM  
**To:** kitf@rpv.com  
**Subject:** Rancho LPG tank Insurance

Hi Kit,

Attached is the agenda for NWSNC and one item is a motion to request verification of insurance documents from Rancho. Can the city staff prepare a similar motion from RPV city council to Carmen Trutanich City Attorney and the Mayors office?

Below is a message from Jody James of the San Pedro Peninsula Homeowners United:

Hi Cynthia. My (high maintenance- but love them anyway) company just left to travel home. I have a letter from the City Attorney's office (dated May 20, 2010) that responded to the Rancho/ or City insurance question from our SPPHC Pres. Andy Mardesich. The answer was that they "...found no responsive documents." This partly answers the first portion of the proposed motion. We should ask if any protocols exist to protect the citizens of the city from harm to persons and properties should an accident occur at the facility and on the rail. We don't think there is any protection for residents from the City or Rancho -- Rancho is "self-insured" and would just go into bankruptcy in the face of catastrophic damage and death. Home insurance policies have been looked at. We're not covered! Is it fair or reasonable for victims to have to cover themselves from an accident involving this obviously hazardous facility?

Here is my proposed motion. Please get back to me on this! I'll get it printed and in your hands if it looks okay. Jody

WHEREAS, stakeholders in the NWSPNC area have voiced concern to the City of Los Angeles for our safety from the operation of Rancho Holdings, LPG Ltd., a 25 million gallon Butane and Propane storage and transport facility located at 2110 North Gaffey St., San Pedro and

WHEREAS, the City has a stake, both ethical and financial, in ensuring that potential threats to life, health, loss of business, private and public property and infrastructure posed to the entire City of Los Angeles from an explosion, fire or contamination stemming from the Rancho LPG facility and

WHEREAS, in spite of the USGS information and the recorded Los Angeles City Planning Department documents identifying the citing of these tanks on a seismically vulnerable "Rupture Zone" of the Palos Verdes Fault, neither the City nor the Harbor Department has mandated that the owner procures insurance appropriate to the risk of harm to its' citizens and is therefore itself liable and complicit, and

WHEREAS, Victims of the 911 attack were compensated \$2.4 Billion in direct liability; this being a very conservative sum to cover our loss and damage if only the minimal explosion radius provided by the EPA of 0.5 miles were considered. The impact zone from the Cornerstone report, a 6.8 mile radius, is further supported by the 6 mile radius of destruction from a Nevada LEPC review of a facility with 0.2% of the volume of LPG held at Rancho. The potential for devastation would be of even greater concern of liability as both the Port of LA and Port of Long Beach and surrounding cities would be involved.

NOW THEREFORE, BE IT RESOLVED that the NWSPNC request that the Los Angeles City Attorney and the L. A. City Council investigate and report back to the NWSPNC in 30 days whether this facility, through various owners, has been given any exemption from liability in the past, also, advise us on the nature of and amount of insurance required to adequately protect the citizens of the City from harm or damage emanating from Rancho LPG.

BE IT FURTHER RESOLVED that the City Attorney or LA City Council report back within 30 days on whether a special permit to operate the facility should be required which carries with it a requirement that the operator provide adequate insurance to the City and nearby property owners indemnifying them from the costs stemming from a fire, explosion or contamination at this facility, railcars or trucks carrying their product. If the risks from Rancho are as low as claimed then insurance coverage procured by Rancho should be, by all accounts, affordable. We look to the leadership of LA City Council for resolve in this public safety matter.

Thank you for your help in Eastview matters. Let me know if there is something I can do.  
 Jeanne Lacombe

----- Original Message -----

E-mail from Jody James transmitting PCAC motion  
regarding revocation of Rancho LPG permit for use of rail spur line

**Kit Fox**

**From:** Jody James [jody.james@sbcglobal.net]  
**Sent:** Sunday, November 20, 2011 7:01 PM  
**To:** senator.lieu@senate.ca.gov; kitf@rpv.com; senator.Blakeslee@senate.ca.gov; sheronbellio@clearchannel.com; stefanb39@aol.com; stevy\_loy@feinstein.senate.gov; trevor.anderson@calema.ca.gov  
**Subject:** Fw: The Rancho Motion as approved by PCAC on 11-15-11  
**Attachments:** FINAL PCAC RANCHO MOTION APPROVED 11-15-11 Final.docx

**Subject:** Fw: The Rancho Motion as approved by PCAC on 11-15-11

Greetings, I wanted to make you are aware of the November 15th Port Community Advisory Committee (PCAC) motion regarding the Ultra Hazardous Rancho LPG storage and transport tank activity in San Pedro. This public motion will go before the Los Angeles Board of Harbor Commissioners and soon before the LA City Council.

Our Harbor area communities as well as surrounding cities are continuing to plead for your offices to take steps to protect the public. Our San Pedro and Peninsula Homeowners Untied (SPPHU) has collected a trove of documentation on this 25 million gallon Butane and Propane facility located 1,000 feet to 0.5 miles from PRE-EXISTING schools and hundreds of homes and businesses. The motion refers to the "seismically active area" but this same area has been identified in LA City Planning documents as a "RUPTURE ZONE" of the USGS identified Palos Verdes Fault. The huge above-ground tanks are also an attractive terrorist target and in a tsunami zone.

Please renew your efforts to investigate this enormous "planning blunder" and act to protect our people. These tanks should NOT be in a densely populated area and also pose a huge hazard to the adjoining Port of LA and Port of Long Beach. Sincerely, Jody James, sec. SPPHU

----- Forwarded Message -----

**From:** "Babcock-Doherty, Debra" <DBabcock-Doherty@portla.org>  
**Subject:** The Rancho Motion as approved by PCAC on 11-15-11

This is the motion approved by the PCAC on 11-15-11 regarding the Rancho LPG Facility.

**Whereas, the PCAC has previously urged the City and the Port to relocate the Amerigas/Rancho Liquid Propane Gas (LPG) facility in San Pedro; and**

**Whereas, the Facility is served by rail tank cars, truck tank cars, and pipeline and stores and distributes liquid propane, butane and other commodities; and**

**Whereas, substantial numbers of people in the Harbor area are concerned about the risk of hazard due to the facility's aging infrastructure, possibility of earthquake or natural disaster due to its location in an identified seismically active area and adjacent**

tsunami zone, and a potential target for terrorism in a port city acknowledged as a likely target site; and

Whereas, the facility has from time to time changed its business operations, and there is concern by many people that there has been inadequate environmental and risk analyses of those changes; and

Whereas, over time, the Los Angeles Harbor Department has become increasingly involved in the operations conducted at the Facility, such as by assisting in the transport of product by rail through the Port across Port rail lines, including a portion of the rail line spur accommodating the rail transportation of the commodities pursuant to Revocable Permit No. 10-05 dated February 2011, which appears to allow reasonable inquiry into the rail movements on the parcel subject to the permit; and

Whereas, rail tank cars containing unknown products from other manufacturers and sources other than the Rancho Facility also traverse and are stored on tracks owned by the Port and the railroads; and

Whereas, truck tank vehicles containing unknown products from sources other than the Rancho Facility also travel through our communities, and because they do not originate from Port terminals, are not subject to, for example, the Wilmington truck route plan; and

Whereas, among the data that is available and should be provided to the Port and the community about the rail tank cars and truck tank vehicles is information such as routing, quantity, storage elsewhere in the Port while awaiting further transport, product identification criteria, Fire Department and Hazmat notification procedures, etc.;

NOW THEREFORE, be it resolved that the PCAC recommends that the Board of Harbor Commissioners direct the Port of LA to revoke Permit No. 10-05 and work with the community and Rancho to perform a Risk Management Plan for the API Storage Tanks, ASME pressure vessels and rail cars at the facility in accordance with 40CFR68 as well as the transport of product to and from the facility by pipeline, by rail tank car and by truck tank vehicles; and

BE IT FURTHER RESOLVED, that the PCAC recommends that the Board of Harbor Commissioners direct staff to work with the community and affected tenants and others to perform a risk analysis of transport of products to and through the Port and nearby communities by pipeline, by rail tank car and by truck tank vehicles; and

BE IT FURTHER RESOLVED, that the Board establish a working group of persons to assist in examining the risks associated with the operation of the facility and transport of products by rail and truck, including representatives of the Los Angeles Fire Department, United States Geological Service, Environmental Protection Agency (EPA), university research community, local organizations and the PCAC.

**Deb Babcock-Doherty, PCAC Executive Assistant**

Port of Los Angeles Community Advisory Committee (PCAC)  
425 S. Palos Verdes Street  
P.O. Box 151  
San Pedro, CA 90731-0151

Phone: (310) 732-3499  
Fax: (310) 831-4896  
E-mail: dbabcock-doherty@portla.org

**Even after all this time the sun never says to the earth, "you owe me."  
Look what happens with a love like that. It lights the whole sky.**

- **Hafiz (A Persian Poet, 14th Century)**

---

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Marymount College CUP application forms for San Pedro campus

**MASTER LAND USE PERMIT APPLICATION  
LOS ANGELES CITY PLANNING DEPARTMENT**

**ENV No.:** ENV-2011-2478-EAF

**Existing Zone:** RD6-1XL

**District Map:** 030B193

**APC:**           **Community Plan:** Wilmington-Harbor City   **Council District:** 15

**Census Tract:** 2951                   **APN:** 7442001-912

**Staff Approval:**       **Date:**

**Case Number :** CPC 2011-2480-CU

**Parcel Map:** AA-2011-2479-PMLA

**Environmental Initial Study:** ENV-2011-2478-EAF

**Application Type:** Conditional Use Permit, Preliminary Parcel Map, CUP conditioned Variance  
(zone change, variance, conditional use, tract/parcel map, specific plan exception, etc.)

**ZIMAS Designation:** The parcel is designated by ZIMAS as 1544 W. Palos Verdes Drive North, L.A.  
APN: 7442001 912, Block” None, Lot: PT H, Arb: 26

This CUP application from Marymount College (Marymount) for a campus master plan is part of a City of Los Angeles sponsored and directed federal base reuse project on the 59-acre former Palos Verdes Navy housing site on Palos Verdes Drive North between Western Avenue and Gaffey Street, San Pedro. This project emanates from a city council approved plan for an educational park in San Pedro. Rolling Hills Preparatory School occupies a site immediately east of the Marymount College site and has an approved CUP and master plan for its campus that supports pre-K through grade 12 programs. Marymount is applying for a conditional use permit in order to provide the undergraduate and graduate degree programs envisioned by the City’s plan for an educational park.

Marymount took title to the site on April 29, 2004 (Document Number 04 1066627), and has used the site for student and faculty housing since 1999.

**1. Project Location and Size**

**Street Address of Project:** 1600 Palos Verdes Drive North, San Pedro, CA 90732

**Legal Description:** Deed and Metes and Bounds Description Attached   **Lot:** PTH   **Block:** None   **Tract:** 3192

**Lot Area:** 11.66 acres plus 1.47 acres of land to be vacated by the City of Los Angeles and merged with the Marymount property.

**Acreage:** When the land transfers are complete, Marymount will own approximately 13.13 acres of land. Approximately 1.47 acres of surplus land owned by the City of Los Angeles will be vacated and transferred to Marymount through a quitclaim deed. The property to be vacated is adjacent to Palos Verdes Drive North and abuts the Marymount property to the south. Marymount is applying to convert the metes and bounds transfer from the U.S. Department of Education into a parcel map via a concurrent merger and re-subdivision as part of the conditional use permit application.

**2. Project Description**

Marymount is proposing a five-phase, master planned, college campus that will ultimately have classroom seating for 520 students and residential accommodations for 800 persons. Marymount plans to construct a sustainable campus under the principles of the LEED protocol of the U.S. Green Building Council. In addition to highly sustainable buildings, Marymount is exploring the feasibility of an on-site biologically based wastewater treatment facility so all storm water and irrigation runoff can be retained and treated on site and reused for irrigation, water features, toilet flushing and ground water infiltration.

The project is within a hillside area and will require more than 1,000 cubic yards of export, therefore soils report will need to be submitted to LADBS and a Haul Route Approval will need to be obtained from the Board of Building and Safety Commissioners."

**Phase I :**

Phase I construction will include: construction of 123 parking spaces along Palos Verdes Drive North, densification of 34 existing housing units to create an additional bedroom and modifications to the community building and laundry facility. Site water treatment.

**Phase II:**

Phase II construction continues the housing improvements by adding an additional bedroom in 82 existing units as well as construction of parking for 41 additional vehicles. Conversion of a private driveway (USS Antietam) to a fire lane and pedestrian way.

**Phase III:**

Construct a 27,000 SF student services building with dining hall, 44 faculty and 35 administrative offices and nine academic classrooms. The building will provide parking per the City's parking code requirement in a two-level structure below and to the rear of the facility. Remove 6 housing units for the construction of a 5,500 square foot Maintenance Facility. Add 66 parking stalls to exceed the required parking of 221 stalls.

**Phase IV:**

Construct 76 additional bedrooms in the existing buildings.

**Phase V:**

Construct an 16-classroom academic building with studios, laboratories and 32 faculty offices. This building will self-park by providing parking spaces four to six feet below grade per city code. Add 112 parking stalls.

**Present Use:** The current 11.66 acre Marymount campus consists of 86-units of former U.S. Navy housing (four of which are a student community building), landscaped yards, and roadways. A laundry facility, small student meeting rooms, outdoor basketball and volleyball courts, a covered picnic/recreation area, play fields, and a vending machine area round out the existing facilities and their uses.

**Proposed Use:** The built-out college campus will include educational facilities and associated residential facilities that can accommodate up to 800 students in residence and 75 full- and part-time faculty.

Student body at build-out, 800 resident and 700 commuter students  
Residence halls for 800 students  
Faculty apartments for 8 families  
Classrooms – 25 instructional areas  
Faculty offices - 44  
Teaching staff - 55 part-time and 20 full-time professors  
Other employees - 35  
Dining facility/student center with a capacity for 300 diners, 14,400 SF  
Student services building 27,000 SF w/ dining and student center  
Maintenance shops, offices and yard  
Parking for 417 vehicles, required 347

**Plan Check No.:**

**Date Filed:** September 22, 2011

**Check all that apply:**

New Construction	X	Change of Use	X	Alterations	X	Demolition	X
Commercial		Industrial		Residential		Institutional	X
Additions to the Bldg:	Rear	X	Front	Height	X	Side Yard	X

**3. Actions Requested**

Describe the requested entitlement that either authorizes the use or grants a variance:

Conditional Use Permit	Parcel Map including a Merger & Re-subdivision	Revocable B Permit
Side and Rear-Yard Variance	Height Restriction Variance	

**Code Section:**

Sec. 12.24U 24(b) p. 401	Sec. 12.24F	Sec. 12.09.1 B 2(c)	Sec. 12.30F
--------------------------	-------------	---------------------	-------------

The application seeks a Conditional Use Permit (Section 12.24,) and Zoning Administrator’s Adjustment (Section 12.28) as follows:

Section 12.24 U 24(b) of the Municipal Code, a Conditional Use Permit for a college campus in the RD6 Zone

Section 12.24 F of the Code - modification of the height regulations to permit campus buildings with a variable range of 3 and 4 stories, with heights from 36 feet to 75 feet (including elevator towers) for required classroom buildings and residence halls, and 75 feet for the administration building tower feature – all in lieu of the maximum 2 stories or 30 feet required by Section 12.21.1 of the Municipal Code for residential construction in the RD6 Zone.

Section 12.24 F - modification of the yard regulations to permit a 5-foot side yard and a 5-foot rear yard setback in lieu of the minimums required by Section 12.09.1 B 2(c) of the Municipal Code. The side-yard modification is sought to satisfy a non-compliant existing condition on the site. The rear-yard modification is requested to optimize a building space on a lot line where construction on the adjacent federal fuel depot and open space is highly unlikely.

**List related or pending case numbers relating to this site:**

AA-2011-2479-PMLA A Parcel Map is being processed concurrent with the CUP application. The Parcel map is sought exclusively to merge the “to be vacated” City of Los Angeles parcel immediately adjacent to the site bordering on Palos Verdes Drive North. The City offered this land as part of the original San Pedro Reuse Project Recommendation approved by the L.A. City Council.

4. Signatures of adjoining or neighboring property owners in support of the request; not required but helpful, especially for projects in single-family residential areas.

Name (print)	Signature	Address	Key # on Map
--------------	-----------	---------	--------------

See attached lists of supporting homeowners, Neighborhood Councils and City Counsel District 15.

## Owner/Applicant Information

**Applicant's Name:** Mr. James Reeves  
VP Finance and Administration  
Marymount College  
30800 Palos Verdes Drive East  
Rancho Palos Verdes, CA 90275  
Tel: 310 377-5501  
Fax: 310 265-0642  
e-mail: JReeves@marymountpv.edu

**Property Owner:** Marymount College

**Contact Person  
for project info:** James Krause  
Non-Profit Ventures  
Planning Consultant  
4007 Coogan Circle  
Culver City, CA 90232-3704  
Tel: 310 839-5455  
Fax: 310 362-0474  
e-mail: jkrause@nonprofitventures.org

**Architect:** Peter Phinney, AIA  
Bryant Palmer Soto, Inc.  
Principal Design Architect  
2601 Airport Drive, Suite 310  
Torrance CA 90505  
Tel: 310 326-9111  
Fax: 310 325-0271  
e-mail: pphinney@bpsonline.info

**Applicant's Affidavit**

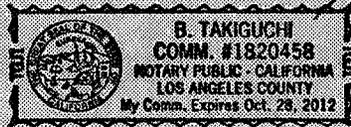
Under penalty of perjury the following declarations are made:

- a. The undersigned is the owner or lessee if entire site is leased, or authorized agent of the owner with power of attorney or officers of a corporation. (Note: For zone changes, lessee may not sign).
- b. The information presented is true and correct to the best of my knowledge.

Signature: *[Signature]* Subscribed and sworn before me this  
 Date: Sept 16, 2011  
 Record owner only

Print: James Peever, V.P. Management College in the County of Los Angeles, State of California  
 Date: Sept. 16, 2011 Notary Public *[Signature]*

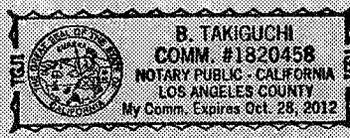
Stamp:



Signature: *[Signature]* Subscribed and sworn before me this  
 Date: Sept 16, 2011  
 Applicant

Print: JAMES L. KRAUSE In the County of Los Angeles, State of California  
 Date: Sept. 16, 2011 Notary Public *[Signature]*

Stamp:





that will support additional jobs within the community. Within one-quarter mile of the campus, all of the property south, west and east consists of institutional, industrial or open space. The proposed campus buildings will have street elevations of two stories to be compatible with the one and two story homes in the residential neighborhood to the north.

The Harbor City, Northwest San Pedro and Central San Pedro Neighborhood Councils are on record as being in support of the proposed educational park. The NW San Pedro and Harbor City Neighborhood Councils officially supported the Rolling Hills Prep Conditional Use Permit application and the NW San Pedro Neighborhood Council has issued a Commendation of the project pending final review and approval of the application.

Marymount has occupied the property for 13-years. Recent meetings with residential neighbors have confirmed that Marymount's campus has not resulted in any significant impacts to these neighbors. The proposed development of the property is public knowledge and was described to the San Pedro community more than ten years ago. The Northwest San Pedro, Central San Pedro and Harbor City Neighborhood Councils have reviewed and favorably commented on the proposed project. Two public meetings were convened in late May of 2011 for all adjacent neighbors. No significant objections or complaints were made at that time.

**Questions that Apply to School Applications:**

**Describe the type of School:**

Marymount is a private, co-educational, residential college. The college currently offers a curriculum leading to AA and BA degrees. The College has applied to the governing accreditation organizations and expects to offer masters degrees within two years.

Marymount matriculates a wide range of students. In addition to the regular curriculum and honors programs, the College accepts students with distinctive learning differences.

Marymount offers a range of remedial and supportive assistance to students that address particular learning styles (visual, auditory, kinesthetic) and the different types of intelligences (emotional, intellectual, social). Part of Marymount's transition to a four-year institution is in support of students who have a continuing need for a supportive academic environment that is generally unavailable at other four-year colleges.

**What is the maximum number of students to be enrolled at each grade and age level?**

The following is an approximation of a balanced enrollment of 1,500 students at the San Pedro campus.

Freshman	600	18 years of age
Sophomore	300	19 years of age
Junior	300	20 years of age
Senior	300	21 years of age

**What are the hours of operation?**

The campus will operate on a seven-day per week, year-round basis. Normal hours of classroom operation are 7:00 AM to 11:00 PM.

There will be 800 full-time students living on the campus at full build out.

Marymount is and will continue to be a "community institution" whose facilities are available to local organizations for meetings and special events. This includes after-school programs, community meetings, and weekend events for community organizations, children and youth.

**What are the number of classrooms and teachers?**

The total number of classrooms, laboratories, art studios and seminar rooms at build-out will be 25. This configuration ultimately supports a teaching staff of 55 part-time and 20 full-time professors.

**What is the number of administrative staff?**

The campus will employ up to 35 employees.

**Will there be buses and where will they be stored?**

Marymount operates a shuttle service between its campuses and residential facilities. Three of these vehicles will be stored in the campus maintenance yard, three will be parked in bus only zones and the remaining fleet vehicles will be stored at the main campus in Rancho Palos Verdes.

**Where will cars load and unload students? How many cars?**

Unlike K-12 schools, there is no programmed, AM-PM loading/unloading of automobiles on the campus. Regularly scheduled shuttles will load and unload students at an on-campus transportation center, well within the campus property. The two entrances to the campus allow for queuing of up to 15 vehicles. If a major event generates a larger inflow of autos, the entrance gates can be opened to allow an unimpeded flow of vehicles into the parking lots.

**Describe the size and location of signs.**

Marymount has designed two lighted monument signs at the entrance on Palos Verdes Drive North. The sign will be 20 feet long by 3 feet high, constructed of concrete with pin mounted, channel lit lettering, mounted on a berm of earth and fully landscaped. Approximately 70 feet from Palos Verdes Drive North on a large retaining wall, a sign of incised concrete lettering 3 feet high by 30 feet long is also planned.

**Does anyone live on the premises; if so, where?**

There are currently 82 townhouses on the property that are used as student residences. These units currently house approximately 420 students and staff.

**Are there to be special events on the campus? How often are these proposed?**

The campus is designed to accommodate the typical events associated with a college, including community-related events on weekends and evenings. Meetings and events are expected to occur every day of the week beginning as early as 8:00 AM and ending by 11:00 PM. There are no residential neighbors within 200-feet of the nearest campus building.

**Is there a main place of assembly and if so, how many fixed seats?**

There is no facility with fixed seating proposed for the campus. The only large assembly space envisioned in this application is a dining hall/student union. The proposed maximum seating for the dining facility is 300. Smaller outdoor venues are being designed into the campus for special events (meetings, dinners, conference space) that will seat from 25 to 100.

**Is there to be night lighting and/or a public address system?**

Pathway lighting and security lighting are required by code. Night lighting for basketball and volleyball courts already exists. These facilities are in the interior of the campus and are not visible from the street. Lighting will be focused toward the interior of the campus. Street lighting will be designed to meet City of Los Angeles codes. The only public address system in use or anticipated is for the interior quadrangle area and is not audible from Palos Verdes Drive North.

**What is the number of on-site parking spaces?**

Parking will be phased according to City of Los Angeles requirements. At build out, the site will be required to have 347 parking stalls. The actual number of stalls is programmed for 417.

Please be sure your plot plan shows all buildings and other structures, including walls, fences, landscaping and play areas. Indicate whether an improvement is existing or proposed as well as its size and proximity to respective property lines.

**Are there any building/structures to be demolished/remodeled?**

As currently conceived the campus build out requires the removal of existing structures in Phase III.

## FINDINGS:

1. **General Plan Land Use Designation.** The subject property is located within the Wilmington-Harbor City Community Plan, which was adopted by the City Council on July 14, 1999 (Case No CPC 97-0050 CPU). The Plan map designates the subject property for Low Density Residential, with corresponding zones of R1, RD6 and RU. The subject property is zoned RD-6-1XL and is consistent with the Low Density Residential Land Use designation.
2. **General Plan Text.** The Wilmington-Harbor City Community Plan text included the following relevant land use goal, objective and policy:
  - a. **Goal 6: Public Schools** that provide a quality education for all of the City's children, including those with special needs, and adequate school facilities to serve every neighborhood in the City.
  - b. **Objective 6-1: To site schools** in locations complimentary to existing land uses, recreational opportunities and community identity.
  - c. **Policy 6-1.1: Encourage compatibility** in school locations, site layouts and architectural design with adjacent land uses and community character and, as appropriate, use schools to create a logical transition and buffer between differing uses.
3. **The Transportation Element** of the General Plan will be affected by the recommended action, however, any necessary dedication and/or improvement of Palos Verdes Drive North to General Plan designated Major Highway Class II Highway standards will assure compliance with this Element of the General Plan and with the City's street improvement standards pursuant to Municipal Code Section 17.05.
4. **The Sewerage Facilities Element** of the General Plan will be affected by the recommended action. However, requirements for construction of sewer facilities to serve the subject project and complete the City sewer system for the health and safety of City inhabitants will assure compliance with the goals of this General Plan Element.

**Street Lights.** Any City required installation or upgrading of streetlights necessary to complete the City's street improvement system will increase night safety along the streets that adjoin the subject property.

**Conditional Use Findings.** Pursuant to Section 12.24.E of the Municipal Code:

- a. *The proposed location will be desirable to the public convenience or welfare.*

The Marymount College campus will occupy 13.13 acres of a 59-acre former federal government housing subdivision that is bordered on the north by Palos Verdes Drive North, on the east by Rolling Hills Preparatory School and a federal butterfly reserve, on the south by a 400-acre federal fuel depot and on the west by a City of Los Angeles Recreation and Parks district office. The federal government has no plans at this time to further develop any of its abutting property. The proposed uses support a San

Pedro Area Reuse committee (SPARC) concept to create a pre-school through college educational park on the reuse site. This plan was supported by and recommended to the City Council by the Los Angeles City Planning Department on February 18, 1999 and the Planning and Land Use Management Committee on March 3, 1999. The plan was adopted by the City Council on April 16, 1999.

*b. The proposed location is proper in relation to adjacent uses or the development of the community.*

Private schools and colleges are permitted in the RD6 zone under a conditional use permit.

The master plan will revitalize an 11-acre parcel that was abandoned by the U.S. Navy in 1994. As such, the proposed college campus will enhance the development of the community by fulfilling an element of the planned educational park for the area recommended by the San Pedro Area Reuse Committee and approved by the City Council in 1999

Private college education use in this location will not affect any adjacent uses. The college will be separated from existing residential neighborhoods to the north by over 200 feet of public right-of-way. Another educational institution, Rolling Hills Preparatory School, is an abutting neighbor to the east. Other adjacent uses to the east and south are designated as Open Space and developed with Little League and senior league diamonds, a police firing range and a Navy Fuel Depot. The campus and its operations will not affect any of these uses.

The proposed use complements the residential community to the north while reusing the former government housing. The proposed building and improvements would increase the building area on the property, however, the new buildings would be sited so as to have minimal or no impacts on the residential community. All vehicle parking will be provided on site, thereby creating no off-campus vehicle parking in the adjacent residential neighborhood or on Palos Verdes Drive North. No major athletic facilities are contemplated for the site. Proposed buildings on much of the site will not be visible from the single-family neighborhood to the north across Palos Verdes Drive North. The campus design takes advantage of the topography by eliminating the presence of almost all buildings not immediately adjacent to Palos Verdes Drive North. In addition, surrounding properties totaling approximately 400 acres, consist of open space and a protected nature preserve retained by the federal government.

*c. The proposed location will not be materially detrimental to the character of development in the immediate neighborhood.*

Pursuant to Section 12.24.F of the Municipal Code, the decision-maker may waive the height and area regulations required by other provisions of the Zoning Code as part of the conditional use permit approval. The height and setback requirements

contained in the Municipal Code are primarily intended to ensure that surrounding properties receive adequate light and air. Due to the structures' locations and the topography of the site, which conceals some buildings from view, and the structures' distance from neighboring buildings, no adverse impacts will be created by the proposed building heights or any small reductions in side or rear yard setbacks.

The adjacent use to the east is Rolling Hills Preparatory School, which operates under a Conditional Use Permit granted in accordance with the City of Los Angeles' approved plan to develop an educational park on these properties. Land to the south is developed as a Fuel Farm Depot for the U.S. Navy. To the west is the Pacific Regional Department of Recreation and Parks, owned and operated by the City of Los Angeles.

Due to the nature of the surrounding uses, the height modification, up to 94-feet, and the yard modification, 5 foot back yard and 5 foot side yards for the proposed buildings are appropriate.

The proposed conditions of approval and the environmental conditions that come from the Mitigated Negative Declaration insure that there will be no adverse environmental impacts on the surrounding community.

The location is accessible from the south and north by Western Avenue and Pacific Coast Highway, which intersects with Western Avenue and Gaffey/Vermont Avenue. From the east and west the site is accessed by Palos Verdes Drive North. The campus buildings visible from the street will appear to be two stories, residential in scale, concentrating the larger massing at the rear of the site and below grade to maintain a compatible height and scale. The proposed project will enhance the existing landscaping along Palos Verdes Drive North.

The proposed project will provide for circulation on the project site to avoid any queuing problems on Palos Verdes Drive North. Ample parking will be provided at each phase of the project.

*d. The proposed location will be in harmony with the various elements and objectives of the General Plan.*

The proposed conditions of approval will protect the best interest of the surrounding property and neighborhood and lessen or prevent any detrimental effect on the area, and mitigate any potential adverse environmental impact of the campus while also allowing the college to expand its facilities, thereby securing appropriate development in complete harmony with the objectives of the General Plan and the City's established policy of allowing colleges within residentially zoned areas.

The existing Wilmington-Harbor City Community Plan designates the college property as Low density Residential and is zoned RD6-1XL. Pursuant to Section

12.24.U, a college is permitted in a residential zone with approval of a conditional use permit by the City Planning Commission.

As stated above, the proposed project is consistent with Plan Objective 6-1 to site educational facilities in locations complimentary to existing surrounding land uses with buffering, convenient to the Community and with access to recreational opportunities. The proposed project is also in keeping with Policy 6-1.1, which is to encourage compatibility between school locations, site layouts, architectural designs, and local community character.

The proposed conditions and project design will ensure that traffic and parking requirements eliminate any off-campus vehicle parking.

The proposed conditions will also ensure that the physical design of the buildings would be built in a manner that is residential in character as viewed from the adjacent public streets by employing an architectural esthetic that is common to residential uses by locating larger structures to the rear of the campus away from any surrounding single-family dwellings. The use of architectural elements such as towers, courtyards, covered walkways; the articulation of massing and wall planes, and the use of exterior materials such as stucco and wood will be in harmony with the character of the neighborhood. Furthermore, the conditions ensure that the campus will include landscaping in all available open areas to reduce visibility of the facilities from adjacent residences.

#### 5. Variance Findings. Pursuant to Section 12.27 D of the Municipal Code:

Height and yard variances for Conditional Use Permits are allowed as conditions of the CUP.

These same height and side-yard variances were previously granted to Rolling Hills Preparatory School whose architecture and tower elements were seen as being central to the concept of an educational park and a compatible element of the General Plan.

*a. The granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the same zone or vicinity in which the property is located.*

Granting the height and yard variance will not be detrimental or injurious because the increased density is not being located within an area that is visible to surrounding properties or that will be out of character with surrounding properties, The area zoned RD6-1XL is part of a larger federal property that was studied and approved for reuse and transfer back to the community. Other uses for this location include a proposed transitional housing complex that will be operated by Volunteers of America, and an approved pre-K through Grade 12 campus for Rolling Hills Preparatory School. Further, the mixed-use approach to providing housing on

campus, will reduce traffic trips to and from the main Marymount Campus, while creating a new community institution for the San Pedro and Lomita Communities.

*b. The granting of the variance will not adversely affect any element of the General Plan*

6. The approval of the requested Conditional Use and Zone Variance has been made contingent upon compliance with the conditions of approval imposed herein. Such limitations are necessary to protect the best interests of and to assure a development more compatible with surrounding properties, to secure an appropriate development in harmony with the General Plan and to prevent or mitigate the potential adverse environmental effect of the subject recommended action.
7. Environmental. For the reasons set forth in Proposed Mitigated Negative Declaration No. ENV 2011-2478-EAF, the project will not have a significant effect on the environment.
8. Fish and Game. The subject project, which is located in Los Angeles County, will NOT have an impact on fish or wildlife resources or habitat upon which fish and wildlife depend, as defined by California Fish and Game Code Section 711.2. The project qualifies for the de minimus Exemption from Fish and Game Fees (AB3158).

CITY OF LOS ANGELES  
DEPARTMENT OF CITY PLANNING

ENVIRONMENTAL ASSESSMENT FORM

EAF Case No.: Env-2011-2478-EAF ZA Case No.: \_\_\_\_\_ CPC Case No.: CPC-2011-2480-CU  
Council District No.: 15 Community Plan Area: Wilmington - Harbor City Parcel Map Case No: AA-2011-2479-PMLA  
PROJECT ADDRESS: 1600 Palos Verdes Drive North

Major Cross Streets: Western Avenue and Gaffey Street  
Name of Applicant: Marymount College James Reeves - Vice President for Finance and Administration  
Address: 1600 Palos Verdes Drive North, San Pedro, CA 90732  
Telephone No.: 310 839-5455 Fax No.: 1 310 362 0474 E-mail: jkrause@nonprofitventures.org

OWNER

Name: James Reeves

Address: 30800 Palos verdes Drive East, Rancho Palos Verdes, CA 90275

Telephone No: 1310 377 5501

Signature: \_\_\_\_\_

APPLICANT'S REPRESENTATIVE  
(Other than Owner)

Name: James Krause

(Contact Person)

Address: 4007 Coogan Circle, Culver City, CA 902342

Telephone No: 310 839 5455

Signature: \_\_\_\_\_

(Applicant's Representative)

The following Exhibits are required (3 copies of each exhibit and 3 Environmental Assessment Forms for projects in Coastal & S.M. Mtn. Zones): All Exhibits should reflect the entire project, not just the area in need of zone change, variance, or other entitlement.

NOTE: The exhibits are IN ADDITION TO those required for any case for which the Environmental Assessment Form is being filed.

- A. **2 Vicinity Maps:** (8½" x 11") showing nearby street system, public facilities and other significant physical features (similar to road maps, Thomas Brothers Maps, etc.) with project area highlighted.
- B. **2 Radius/Land Use Maps:** (1" = 100') showing land use and zoning to 500 feet (100 feet of additional land use beyond the radius for alcoholic beverage cases); 100' radius line (excluding streets) okay for Coastal building permits 300' for site plan review applications.
- C. **2 Plot Plans:** showing the location and layout of proposed development including dimensions; include topographic lines where grade is over 10%; tentative tract or parcel maps where division of land is involved to satisfy this requirement, and the location and diameter of all trees existing on the project site.
- D. **Application:** a duplicate copy of application for zone change, (including Exhibit "C" justification) batch screening form, periodic comprehensive general plan review and zone change map, variance, conditional use, subdivider's statement, etc.
- E. **Pictures:** two or more pictures of the project site showing walls, trees and existing structures.
- F. **Notice of Intent Fee:** an UNDATED check in the amount of \$75 made out to the Los Angeles County Clerk for the purpose of filing a Notice of Intent to Adopt a Negative Declaration as required by § 15072 of the State CEQA Guidelines.
- G. **Hillside Grading Areas/Haul Route Approval:** Projects within a Hillside Grading Area involving import/export of 1,000 cubic yards or more shall submit a soils and/or geotechnical report reviewed & approved by LADBS (reports needed to be determined by LADBS) to include measures to mitigate impacts related to grading and obtain a Haul Route Approval from the Board of Building & Safety Commissioners (refer to <http://www.lacity.org/LADBS/forms/forms.htm>).

APPLICATION ACCEPTED

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ENVIRONMENTAL ASSESSMENT

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

RECEIPT NO.: \_\_\_\_\_

**I. Project Description:**

Briefly describe the project and permits necessary (i.e., Tentative Tract, Conditional Use, Zone Change, etc.) including an identification of phases and plans for future expansion:

The project is a 5 phase, CUP and Parcel Map application to construct a 1,500 student college with 800 resident students.

P1: Add 34 bedrooms, parking lot and site water treatment, P2: addition of one bedroom in each of 82 existing townhouse units, P3: Construct 27,000 SF of Administration and Dining w/ parking and 3,900 SF maintenance bldg, P4: Add 76 bedrooms to existing buildings, P5: Construct 22,000 SF Classroom w/ parking

Will the project require certification, authorization, clearance or issuance of a permit by any federal, state, county, or environmental control agency, such as Environmental Protection Agency, Air Quality Management District, Water Resources Board, Environmental Affairs, etc.? If so, please specify:

The Applicant seeks a mitigated negative declaration from the City Department of Environmental Affairs

**II. Existing Conditions:**

A. Project Site Area 13.13 acres

Net and 13.13 acra Gross Acres \_\_\_\_\_

B. Existing Zoning RD6-1XL

C. Existing Use of Land College residence halls

Existing General Plan Designation Wilmington -Harbor City Community Plan

D. Requested General Plan Designation \_\_\_\_\_

E. Number 6 type townhouse units and age ± 23 of structures to be removed as a result of the project. If residential dwellings (apts., single-family, condos) are being removed indicate the number of units: 0 and average rent: None. These units are college housing

Is there any similar housing at this price range available in the area? If yes, where?

N/A

F. Number 23 Trunk Diameter 6-9 inch and type Western Sycamore of existing trees.

G. Number 0 Trunk Diameter \_\_\_\_\_ and type \_\_\_\_\_ of trees being removed (identify on plot plan.)

H. Slope: State percent of property which is:  
10% Less than 10% slope 90% 10-15% slope \_\_\_\_\_ over 15% slope  
*If slopes over 10% exist, a topographic map will be required. Over 50 acres, 1" = 200' scale is okay.*

I. Check the applicable boxes and indicate the condition on the Plot Plan. There are  natural or man-made drainage channels,  rights of way and/or  hazardous pipelines crossing or immediately adjacent to the property, or  none of the above.

J. Grading: (specify the total amount of dirt being moved)  
0-500 cubic yards.

16,000 CY cut and 7,000 fill if over 500 cubic yards. indicate amount of cubic yards.

K. Import/Export: Indicate the amount of dirt being imported or exported 9,000 CYexport.

If the project involves more than one phase or substantial expansion or changes of existing uses, please document each portion separately, with the total or project details written below. Describe entire project, not just area in need of zone change, variance, or other entitlement.

**III. Residential project (If not residential, do not answer)**

- A. Number of Dwelling Units-  
Single Family \_\_\_\_\_ Apartment \_\_\_\_\_ or Condominium \_\_\_\_\_
- B. Number of Dwelling Units with:  
One bedroom \_\_\_\_\_ Two bedrooms \_\_\_\_\_  
Three bedrooms \_\_\_\_\_ Four or more bedrooms \_\_\_\_\_
- C. Total number of parking spaces provided \_\_\_\_\_
- D. List recreational facilities of project \_\_\_\_\_
- E. Approximate price range of units \$ \_\_\_\_\_ to \$ \_\_\_\_\_
- F. Number of stories \_\_\_\_\_, height \_\_\_\_\_ feet.
- G. Type of appliances and heating (gas, electric, gas/electric, solar) \_\_\_\_\_  
Gas heated swimming pool? \_\_\_\_\_
- H. Describe night lighting of the project \_\_\_\_\_  
(include plan for shielding light from adjacent uses, if available)
- I. Percent of total project proposed for: Building \_\_\_\_\_  
Paving \_\_\_\_\_  
Landscaping \_\_\_\_\_
- J. Total Number of square feet of floor area \_\_\_\_\_

**IV. Commercial, Industrial or Other Project (if project is only residential do not answer this section). Describe entire project, not just area in need of zone change, variance, or other entitlement.**

- A. Type of use college campus
- B. Total number of square feet of floor area 143,134 SF
- C. Number of units if hotel/motel 0
- D. Number of stories 4 height 92 feet.
- E. Total number of parking spaces provided: 417
- F. Hours of operation 8:00 AM - 11:00 PM Days of operation 365
- G. If fixed seats or beds involved, number 800 beds
- H. Describe night lighting of the project street and path lighting as per city code  
(Include plan for shielding light from adjacent uses, if available)
- I. Number of employees per shift 20
- J. Number of students/patients/patrons 1,500 at build-out
- K. Describe security provisions for project Marymount College employs its own security force
- L. Percent of total project proposed for: Building 23% 3.01 ac  
Paving 36.2% 4.75 ac  
Landscaping 41% 5.37 ac

**Historic/Architecturally Significant Project**

Does the project involve any structures, buildings, street lighting systems, spaces, sites or components thereof which may be designated or eligible for designation in any of the following: (please check)

- National Register of Historic Places \_\_\_\_\_
- California Register of Historic Resources \_\_\_\_\_
- City of Los Angeles Cultural Historic Monument \_\_\_\_\_
- Within a City of Los Angeles Historic Preservation Overlay Zone (HPOZ) \_\_\_\_\_

**V. Hazardous Materials and Substance Discharge**

Does the project involve the use of any hazardous materials or have hazardous substance discharge? If so, please specify. NO

- A. Regulatory Identification Number (if known) \_\_\_\_\_
- B. Licensing Agency \_\_\_\_\_
- C. Quantity of daily discharge \_\_\_\_\_

**VI. Stationary Noise Clearance: A clearance may be necessary certifying the project's equipment (e.g., air conditioning) complies with City Noise Regulations.**

Some projects may require a Noise Study. The EIR staff will inform those affected by this requirement.

**VII. Selected Information:**

- A. Circulation: Identify by name all major and secondary highways and freeways within 1,000 feet of the proposed project; give the approximate distance(s):  
Western Avenue, a state highway is 948 feet from the campus boundary
- B. Air: All projects that are required to obtain AQMD permits (see AQMD Rules and Regulations) are required to submit written clearance from the AQMD indicating no significant impact will be created by the proposed project.\*

**VIII. Mitigating Measures:**

Feasible alternatives or mitigation measures which would substantially lessen any significant adverse impact which the development may have on the environment. Traffic is the only environmental issue that generates any significant adverse impacts. These impacts will be mitigated to less than significant levels by Department of Transportation mitigation measures.  
The project is within a hillside area and will require more than 1,000cubic yards of export, therefore soils report will need to be submitted to LADBS and a Haul Route Approval will need to be obtained from the Board of Building and Safety Commislorers."

\* Contact the South Coast Air Quality Management District at (909) 396-2000 for further information.

APPLICANT/CONSULTANT'S AFFIDAVIT

OWNER MUST SIGN AND BE NOTARIZED;

IF THERE IS AN AGENT, THE AGENT MUST ALSO SIGN AND BE NOTARIZED

I, James Reeves for Paymment College  
Owner (Owner in escrow)\*  
(Please Print)

I, JAMES R. KRAUSE  
Consultant\*  
(Please Print)

Signed: [Signature]  
Owner

Signed: [Signature]  
Agent

being duly sworn, state that the statements and information contained in this Environmental Assessment Form are in all respects true and correct to the best of my knowledge and belief.

\*\*\*\*\*Space Below This Line for Notary's Use\*\*\*\*\*

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On Sept. 16, 2011 before me, B. Takiguchi, Notary Public personally appeared  
(Insert Name of Notary Public and Title)  
James R. Krause and James Reeves, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf on which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]  
Signature

(Seal)



**NWSPNC Planning & Land Use Committee agenda**



***Northwest San Pedro Neighborhood Council  
Planning and Land Use Committee Agenda***

Thursday, October 27, 2011, 6:30 p.m.  
San Pedro City Hall, Room 452

**Agenda**

1. Call to Order
2. Introductions
3. Harbor Highlands Park discussion of how to proceed with planning
4. Review of Marymount College Traffic Plan
5. Public Comment on Non-Agenda Items
6. Adjourn – Next Meetings, 6:30 pm November 17, 2011  
6:30 pm December 8, 2011

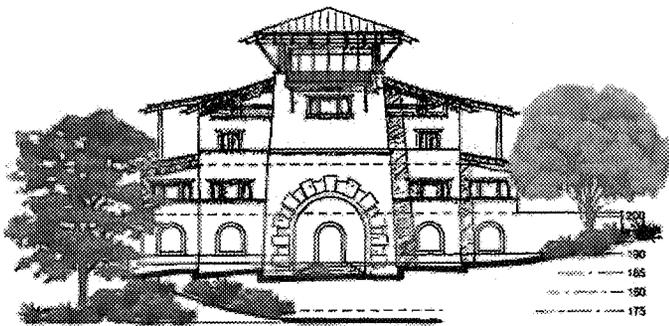
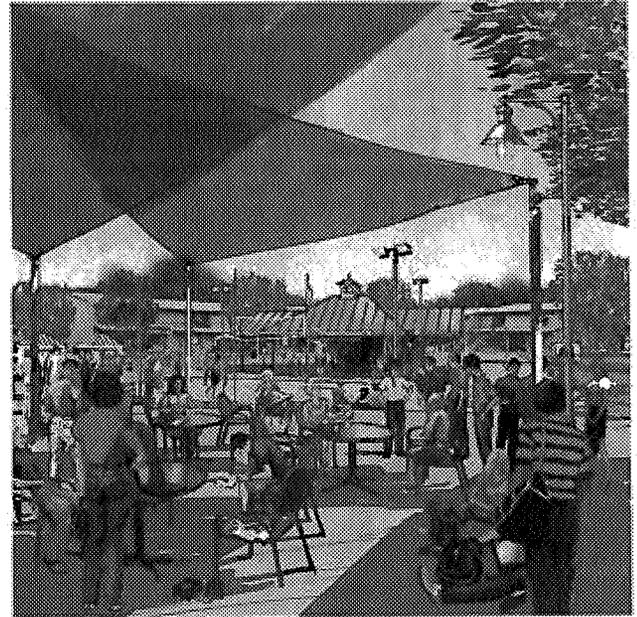
**Note: Anything on this Agenda Could Result in a Motion**

To Contact us: [www.nwsanpedro.org](http://www.nwsanpedro.org), [board@nwsanpedro.org](mailto:board@nwsanpedro.org), or 310-732-4522

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## THE MASTER PLAN FOR THE MARYMOUNT COLLEGE SAN PEDRO CAMPUS

Six months ago, Marymount College began a series of presentations and meetings to show the community the College's initial master plan for the San Pedro Campus on Palos Verdes Drive North. Presentations were made to the Northwest and Central San Pedro Neighborhood Councils as well as the Harbor City Neighborhood Council. College representatives personally canvassed the Harbor Pines neighborhood and the Vista Verde Mobile Home Park. Two public meetings were hosted at Rolling Hills Prep for abutting residential neighbors.

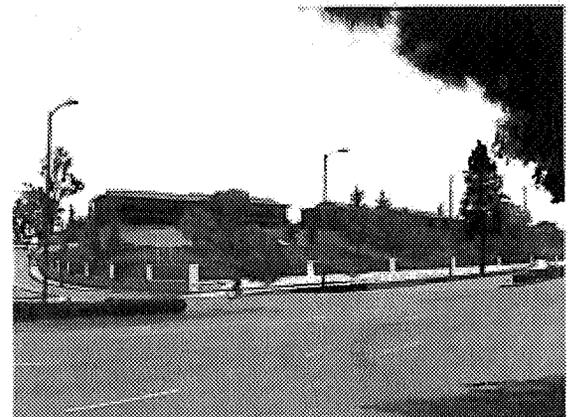


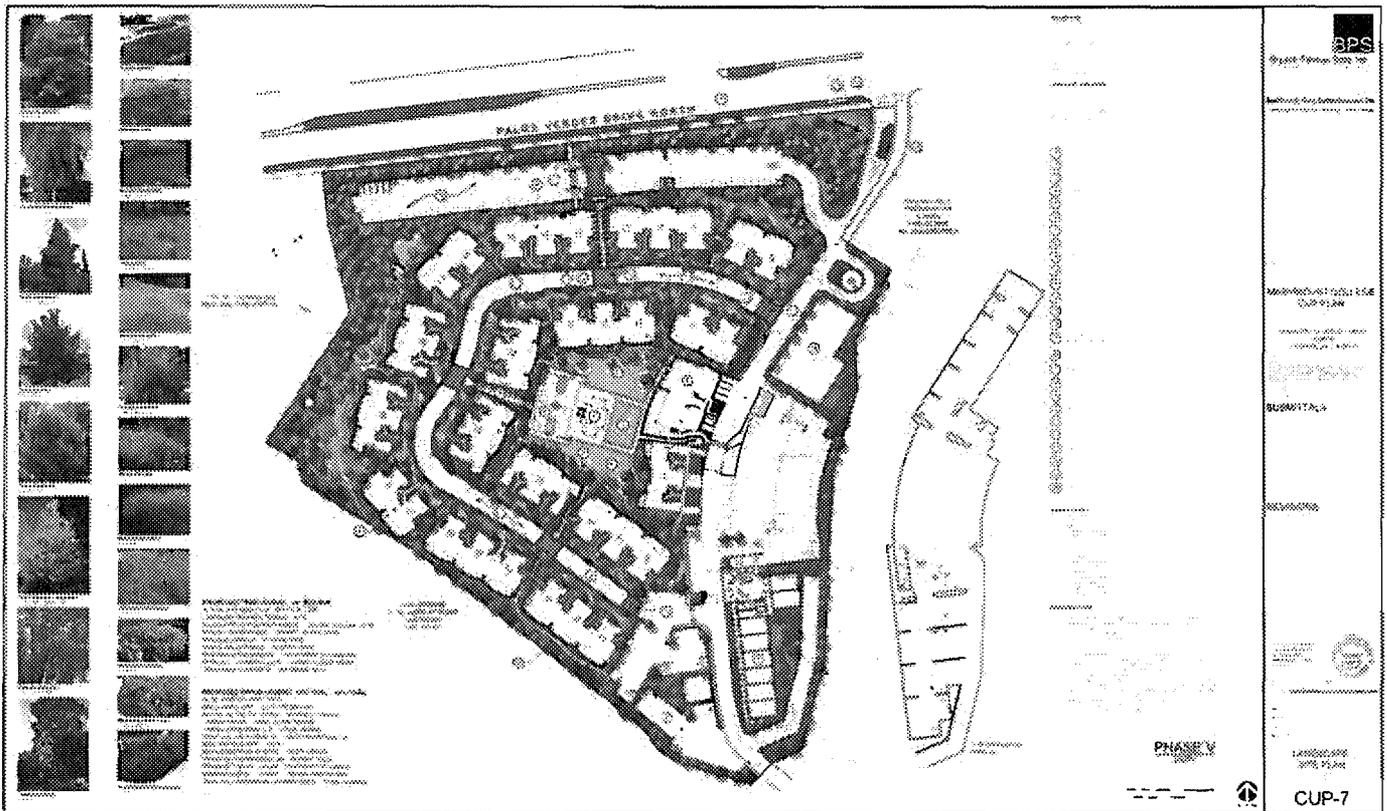
The College offered to use the Traffic Study and public input to adjust the ultimate scope of the project. Having now reduced the project scope, the Los Angeles Department of Transportation has signed a Memorandum of Understanding with the College outlining the required mitigation measures to reduce peak hour traffic flows to and from the campus. 17 intersections were studied.

The Conditional Use Permit application for the Marymount College Master Plan has been submitted to the City and is now available for public review. The application is listed with the City Planning Department as  
CASE #: CPC-2011-2480-CU  
and can be viewed at any time via the City's website:

[cityplanning@lacity.org/casetracking](mailto:cityplanning@lacity.org/casetracking) The College

will soon return to the Neighborhood Councils for final reviews of the project plan.





Listed below is a summary of the original master plan and the revised plan that has been submitted to the City of Los Angeles as a Conditional Use Permit.

<u>FACILITY</u>	<u>ORIGINAL PLAN</u>	<u>AMENDED PLAN</u>
Plan Duration	50- years	20-years
New Buildings:	133,491 SF	48,577 SF
Student Services Center	27,000 SF	27,000 SF
Dining, Admin., Classrooms	300 Diners, 270 class seats	300 Diners, 270 class seats
New Residence Halls	Four @ 191,500 SF	None - expansion of existing
housing		
Classroom Building	62 class rooms, 53,360 SF	16 class rooms , 9,600 SF
Seating Capacity	1,240	520
Student Union	20,000 SF	Eliminated
Faculty Offices	55 at 31,000 SF	44 at 15,400 SF
Maintenance Shop and Yard	9,000 SF	4,077 SF
Parking Capacity/Requirement	772/852	417/347
Student body at build-out	847 residents	800 residents
	753 commuters	700 commuters
Faculty apartments	8 families	8 families

**Draft Traffic Study for Marymount College  
San Pedro Campus, without appendices**

**Draft Traffic Impact Study for  
Marymount College San Pedro Campus  
Los Angeles, CA**

**October 25, 2011**

*Prepared For:*

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*JB11045*

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## **I. Introduction**

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This report documents the traffic study prepared for the proposed Marymount College San Pedro Campus (hereinafter referred to as the "Project") located within the Wilmington - Harbor City community in the City of Los Angeles. KOA Corporation was retained to study the potential traffic impacts of the proposed Project.

The following sections examine the impacts of the project on weekday AM and PM peak-hour operations at key area intersections. The scope and methodologies used for this traffic study were developed in consultation with the City of Los Angeles Department of Transportation (LADOT). The project study area, as defined through consultation with LADOT staff, encompasses 17 roadway intersections. Key tasks undertaken for this traffic analysis include: 1) definition of study approach, 2) determination of existing traffic conditions, 3) trip generation forecasts of the planned project land use, 4) assignment of project-generated trips to the study area roadway system and, 5) evaluation of the impact of project traffic at the study intersections. This report follows guidelines within the LADOT document entitled *Traffic Study Policies and Procedures*, August 2011.

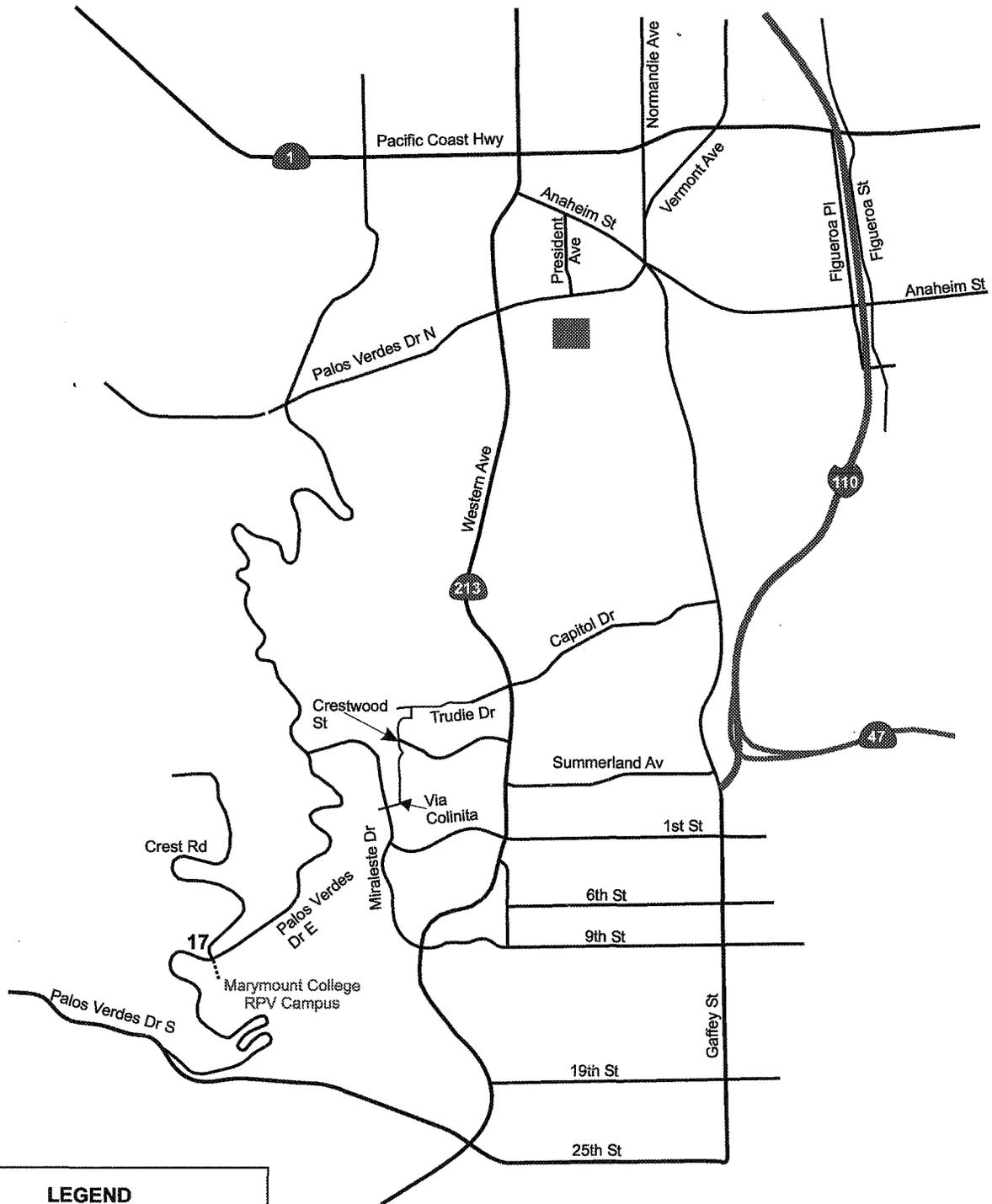
### **1.1 Project Location**

The proposed project site is located on the south side of Palos Verdes Drive North between Western Avenue and Gaffey Street. The site address is 1600 Palos Verdes Drive North, City of Los Angeles. Figure 1 illustrates the site location in relation to the surrounding street system. As shown, regional access to the site is provided via the Interstate 110 Freeway.

### **1.2 Project Description**

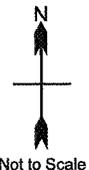
Marymount College is preparing to further fulfill the terms of its land grant from the Department of Education and U.S. Navy by building out the higher education component of the City of Los Angeles' plan to create an educational park on former Navy housing land. The College is proposing to expand the campus by constructing a sustainable private undergraduate/graduate campus at the San Pedro Campus site.

The project site currently has 86 dwelling units that serve as off-campus housing for students matriculating at the Marymount College Rancho Palos Verdes (RPV) campus. The campus occupies approximately 13.13 acres of land (11.66 acres plus 1.47 acres of land to be vacated by the City of Los Angeles and merged with the Marymount property). The proposed campus would accommodate 1,500 students, 800 of whom would be residents living on campus including eight (8) faculty apartments. The expansion proposes the construction and/or renovation of a student union/dining hall, classrooms, studios, laboratories, faculty/staff offices, residence halls, and maintenance facility.



**LEGEND**

 Project Location



Not to Scale

The project will implement the following measures in order to reduce campus vehicle trips:

- Provide on-campus housing for 800 students.
- Implement “Limited Cars for Residents” Policy – Limits 44% of the student residents to have a car on campus based on a limited lottery system.
- Schedule morning peak period classes on the San Pedro Campus exclusively for on-campus resident students.
- Restrict the number of resident students from driving to the RPV Campus during the morning peak period.
- Enhance shuttle service by increasing bus frequency during peak periods of usage. (Note: A campus shuttle service currently operates between the RPV Campus, the Palos Verdes Drive North Residential Facility (San Pedro Campus), Pacific View West Residential Community in San Pedro and Downtown San Pedro.)
- Implement parking permit/decal system to restrict parking by students.
- Implement carpool system.

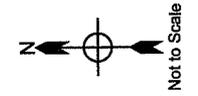
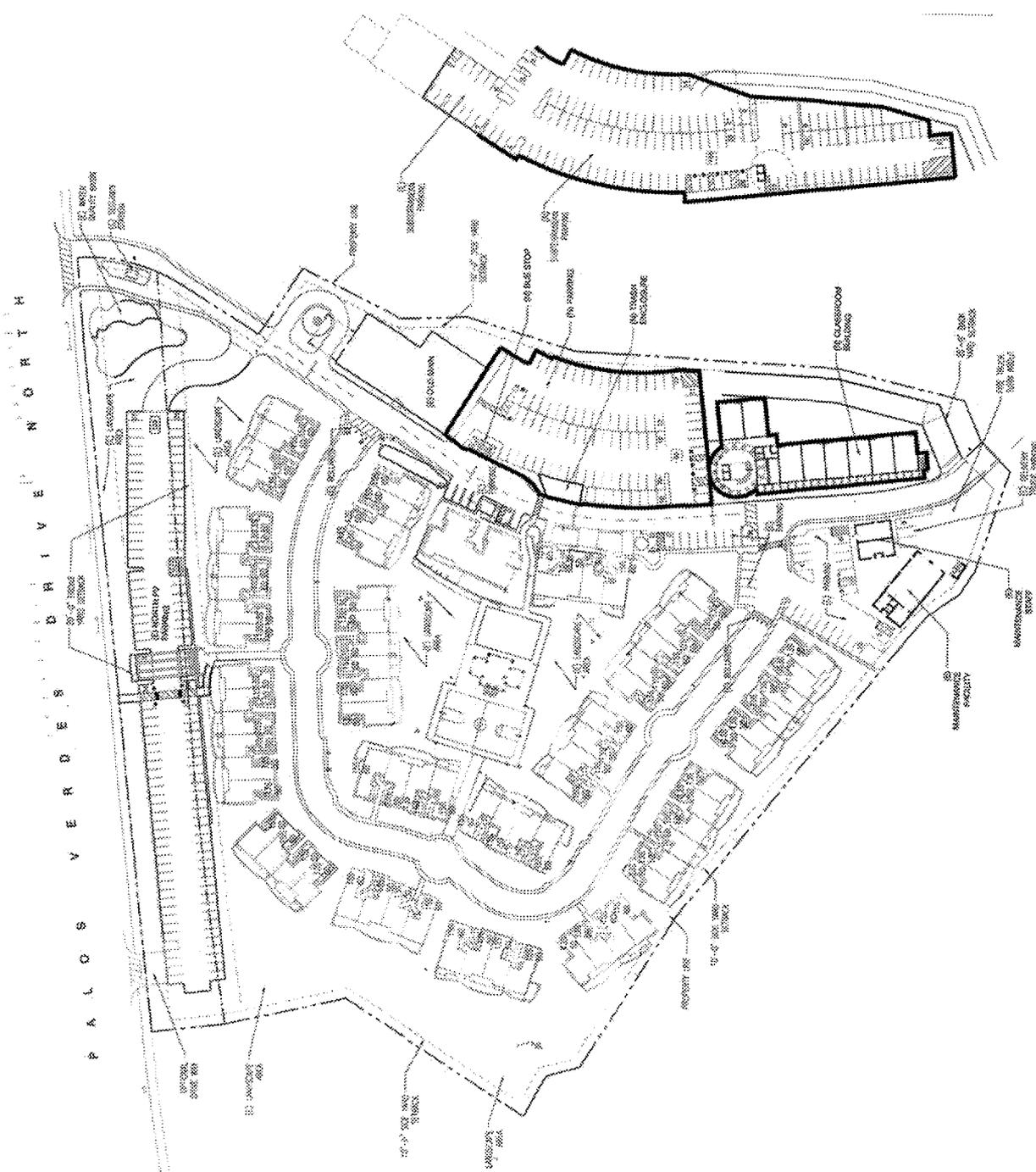
The San Pedro Campus will be a multi-phased project with a build out conditioned upon updated traffic studies to coincide with major phases of the build out. For the purpose of analyzing traffic impacts for this project, a 20-year build out horizon (Year 2031) is assumed. It should be noted that the implementation of project phases will be subject to funding availability and the demand for campus expansion. Thus, the analysis of project phase components was not conducted within this traffic study.

### **1.3 Project Access**

Vehicular project access would be provided from the existing south leg of the intersection of Palos Verdes Drive North and President Avenue. Secondary access would be provided from a new driveway on Palos Verdes Drive North located approximately 750 feet west of President Avenue. The secondary access would be restricted to right-turn in and right-turn out movements only. The conceptual site plan is illustrated in Figure 2.

### **1.4 Project Study Area**

The project study area, as defined through consultation with the LADOT staff, includes the following 17 study intersections located within the cities of Los Angeles, Rancho Palos Verdes, Rolling Hills Estates, and Lomita:



Source: Bryant Palmer Soto Inc, June 2011



Marymount College San Pedro Campus - Traffic Study

Figure 2  
Conceptual Site Plan

	Study Intersections	Jurisdiction City/Agency	Traffic Control
1	Western Avenue and Pacific Coast Highway	Los Angeles/Caltrans	Signalized
2	Normandie Avenue and Pacific Coast Highway	Los Angeles/Caltrans	Signalized
3	Vermont Avenue and Pacific Coast Highway	Los Angeles/Caltrans	Signalized
4	Western Avenue and Anaheim Street	Los Angeles/Caltrans	Signalized
5	Palos Verdes Drive E and Palos Verdes Drive N	Rolling Hills Estate	Signalized
6	Western Avenue and Palos Verdes Drive N	Lomita/Caltrans	Signalized
7	President Avenue and Palos Verdes Drive N	Los Angeles	Stop-Controlled
8	Gaffey Street/Vermont Avenue and Anaheim Street/N. Palos Verdes Drive	Los Angeles	Signalized
9	Figueroa Place and Anaheim Street	Los Angeles	Signalized
10	Figueroa Street and Anaheim Street	Los Angeles	Signalized
11	Palos Verdes Drive E and Miraleste Drive	Rancho Palos Verdes	Stop-Controlled
12	Western Avenue and Trudie Drive/Capitol Drive	Rancho Palos Verdes/Caltrans	Signalized
13	Miraleste Drive and Via Colinita Avenue	Rancho Palos Verdes	Stop-Controlled
14	Western Avenue and Crestwood Street	Rancho Palos Verdes/Caltrans	Signalized
15	Miraleste Drive and 1st Street	Rancho Palos Verdes	Stop-Controlled
16	Western Avenue and 1st Street	Los Angeles/Caltrans	Signalized
17	Palos Verdes Drive E and Crest Road	Rancho Palos Verdes	Signalized

Figure 3 illustrates the locations of the study intersections and the project site within the study area.

### 1.5 Analysis Methodology

The proposed project site is located within the City of Los Angeles. KOA coordinated with LADOT at the start of this study to achieve consensus on assumptions such as study intersection locations, project trip generation, trip distribution, trip assignment, and ambient traffic growth. A Memorandum of Understanding (MOU) that documents the traffic study assumptions was prepared for and reviewed by LADOT staff. A copy of the City-approved MOU is provided in Appendix A of this traffic report. The following text describes the study methodology used in this report.

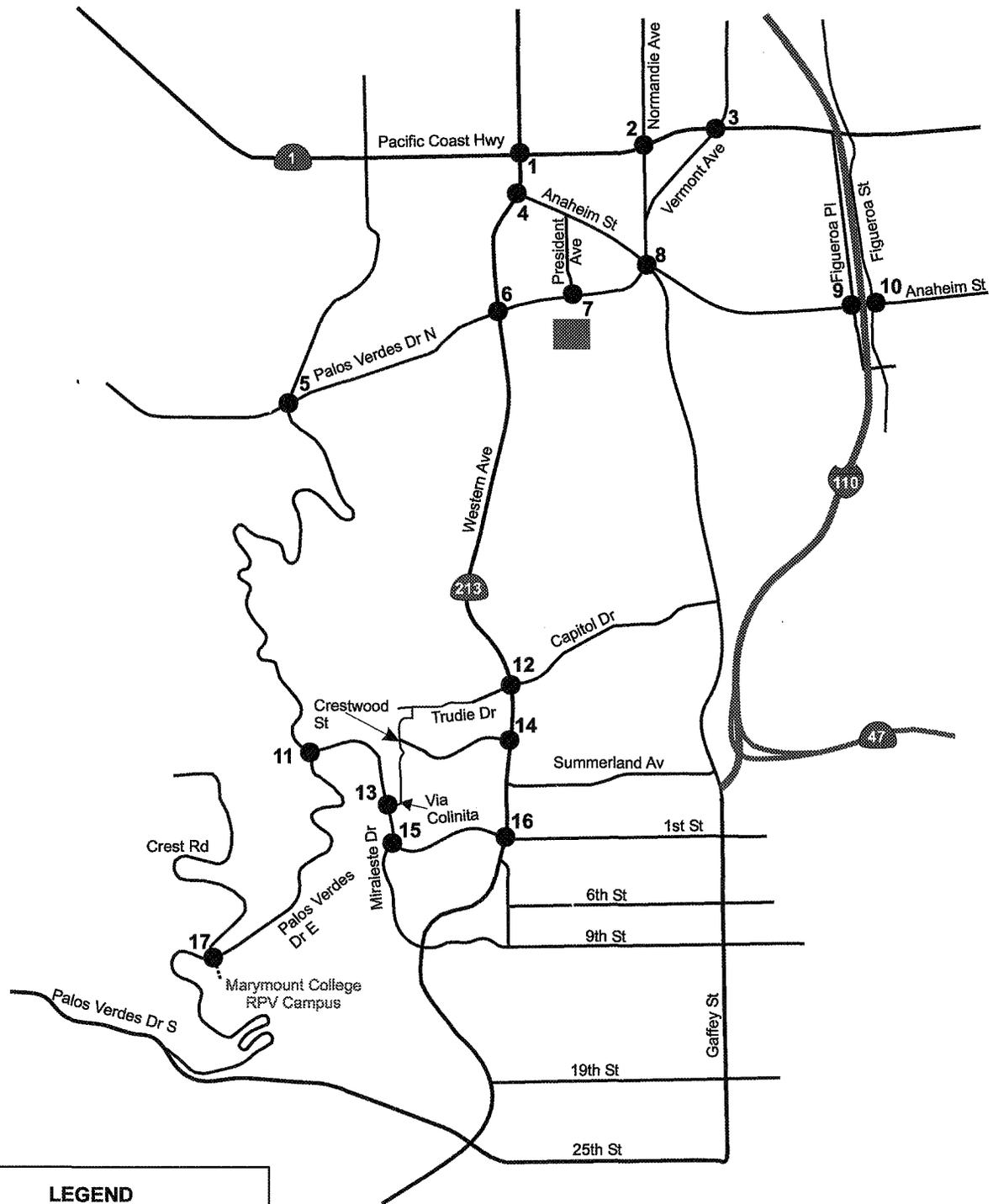
#### Study Scenarios

Weekday AM and PM peak-hour traffic operations were evaluated at the study intersections for each of the following traffic scenarios:

- Existing 2011
- Existing Plus Project
- Future 2031 Without Project
- Future 2031 With Project

#### Existing (2011)

KOA conducted fieldwork within the project study area to identify roadway characteristics including traffic control, approach lane configuration, parking restrictions and bus stop locations of each study intersection. In addition, new traffic counts were conducted at the 17 study intersections on Tuesday, March 22 and Wednesday, May 4, 2011 during the AM and PM peak periods. The traffic counts reflect current traffic conditions in the study area and were used for the traffic impact analysis. The traffic count data are included in Appendix C.



**LEGEND**

- Project Location
- X Study Intersection



Not to Scale

Existing level of service conditions at the study intersections are discussed within Section 2 of this report.

#### Project Trip Generation and Distribution

The project trip generation was based on empirical trip rates derived from surveys conducted at the Marymount College RPV Campus and at the existing Palos Verdes Drive North residential facility (proposed San Pedro Campus site), as well as trip rates from the Institute of Transportation Engineers (ITE) *Trip Generation, 8th Edition* book.

The project trip distribution was determined based on the land use characteristics of the project, the local roadway network, and the general locations of other land uses to which project trips would likely originate or terminate. In addition, the trip distribution was also based on zip code data for both students and faculty/staff of the Marymount College RPV Campus.

The methodology utilized for project trip generation and distribution is discussed further within Section 3 of this report.

#### Existing Plus Project

Based on the traffic generated by the proposed project, the Existing Plus Project conditions were analyzed. The study intersection level of service for the Existing Plus Project conditions is discussed in Section 4 of this report.

#### Future Without Project

In order to acknowledge regional traffic growth that would affect operations at the study locations during the anticipated project completion year of 2031, an ambient/background traffic growth rate was applied to the existing traffic counts. An ambient growth rate of 7.1% (20-year growth), which is based on the traffic growth projection from the 2010 Los Angeles County Congestion Management Program (CMP) document, was utilized to create year-2031 base traffic volumes.

In addition, traffic growth from area/related projects (approved and pending developments) was also included as part of the future 2031 analysis. KOA researched information from the City of Los Angeles pertaining to approved projects and projects pending approval in the study area. In addition, projects nearby located within the cities of Rancho Palos Verdes, Rolling Hills Estates and Lomita were also researched and included in the analysis. Daily and peak hour trips that would be generated from each of the related projects were determined. The trip rates used to determine the related projects trip generation are generally based on the ITE *Trip Generation, 8th Edition* book.

The level of service at the study intersections for the Future Without Project conditions is discussed in Section 5 of this report.

#### Future With Project Conditions

Based on the future ambient growth, traffic from area related projects (approved and pending) and traffic generated from the proposed project, the Future With Project conditions were determined and analyzed. The level of service for Future With Project conditions at the study intersections is discussed in Section 6 of this report.

### Level of Service Analysis and Impacts

KOA quantitatively assessed weekday AM and PM peak hour traffic impacts at the 17 study intersections. As defined in the LADOT Traffic Study Policies and Procedures (August 2010), if a proposed project results in a significant traffic impact at an intersection, that intersection must be mitigated to a level of insignificance, where feasible. The LADOT traffic study guidelines state that only signalized intersections should be included for traffic impact analysis. Non-signalized intersections should be evaluated to determine the need for the installation of a traffic signal or other traffic signal device. One stop-controlled intersection located at President Avenue and Palos Verdes Drive North within the City of Los Angeles is included in this traffic analysis in order to evaluate potential impacts associated with site access. Project traffic impacts are discussed in Section 7 of this report.

### Level of Service Methodology

For analysis of Level of Service (LOS) at signalized intersections, LADOT has designated the Critical Movement Analysis (CMA) methodology as the desired tool. The cities of Rancho Palos Verdes, Rolling Hills Estates and Lomita utilize the Intersection Capacity Utilization (ICU) methodology to analyze the level of service at signalized intersections. The concept of roadway level of service under the CMA and ICU methodologies is calculated as the volume of vehicles that pass through the facility divided by the capacity of that facility. A facility is "at capacity" (v/c of 1.00 or greater) when extreme congestion occurs. This volume/capacity ratio value is based upon volumes by lane, signal phasing, and approach lane configuration. A description of the CMA and ICU methodologies is found in Appendix B.

For analysis of stop-controlled intersections, the analysis methodology is based on the Highway Capacity Manual (HCM) 2000 published by the Transportation Research Board (TRB). The HCM 2000 expresses levels of service in terms of average delay (seconds per vehicle).

Level of service values range from LOS A to LOS F. LOS A indicates excellent operating conditions with little delay to motorists, whereas LOS F represents congested conditions with excessive vehicle delay. LOS E is typically defined as the operating "capacity" of a roadway. Table I defines the level of service criteria.

**Table I – Level of Service Definitions**

LOS	Interpretation	Signalized Intersection Volume to Capacity Ratio (CMA and ICU Methodologies)	Stop-Controlled Intersection Average Stop Delay (Delay Per Vehicle (Sec/Veh)) (HCM Methodology)
A	Excellent operation. All approaches to the intersection appear quite open, turning movements are easily made, and nearly all drivers find freedom of operation.	0.000 - 0.600	<10 Seconds
B	Very good operation. Many drivers begin to feel somewhat restricted within platoons of vehicles. This represents stable flow. An approach to an intersection may occasionally be fully utilized and traffic queues start to form.	0.601 - 0.700	>10 and <15 Seconds
C	Good operation. Occasionally backups may develop behind turning vehicles. Most drivers feel somewhat restricted.	0.701 - 0.800	>15 and <25 Seconds
D	Fair operation. There are no long-standing traffic queues. This level is typically associated with design practice for peak periods.	0.801 - 0.900	>25 and <35 Seconds
E	Poor operation. Some long standing vehicular queues develop on critical approaches.	0.901 - 1.000	>35 and <50 Seconds
F	Forced flow. Represents jammed conditions. Backups from locations downstream or on the cross street may restrict or prevent movements of vehicles out of the intersection approach lanes; therefore, volumes carried are not predictable. Potential for stop and go type traffic flow.	Over 1.000	>50 Seconds

Source: Highway Capacity Manual, Special Report 209, Transportation Research Board, Washington D.C., 2000 and Interim Materials on Highway Capacity, NCHRP Circular 212, 1982

**1.6 Automated Traffic Surveillance and Control (ATSAC) and Adaptive Traffic Control System (ATCS)**

ATSAC is a computer-based traffic signal control system that detects the passage of vehicles, vehicle speed and the level of congestion on a second-by-second (real-time) basis, and adjusts the traffic signal timings to determine if better traffic flow can be achieved in order to minimize overall vehicle delay. The ATCS is a traffic signal control software program that enhances the ATSAC system by providing traffic adaptive signal control based on real-time traffic conditions. The ATCS optimizes traffic flow by automatically adjusting traffic signal timing including cycle length, phase split and offset.

For capacity analysis, LADOT guidelines suggest a 0.07 reduction in volume-to-capacity ratio with the implementation of ATSAC and a 0.03 reduction in volume-to-capacity ratio with the implementation of ATCS. This reduction represents field measured benefits in flow and capacity increase by operation of this program.

According to LADOT, the eight signalized study intersections within the City of Los Angeles are currently operating with ATSAC/ATCS. As such, a 0.10 reduction in volume-to-capacity ratio was assumed at these locations.

## 2. Existing (2011)

This section documents the existing conditions in the study area. The discussion presented here is limited to specific roadways in the project's vicinity.

### 2.1 Existing Roadway System

A description of the roadways that form the study intersections are summarized in Table 2. Figure 4 depicts the lane configurations and traffic control at the study intersections.

**Table 2 – Description of Study Area Roadways**

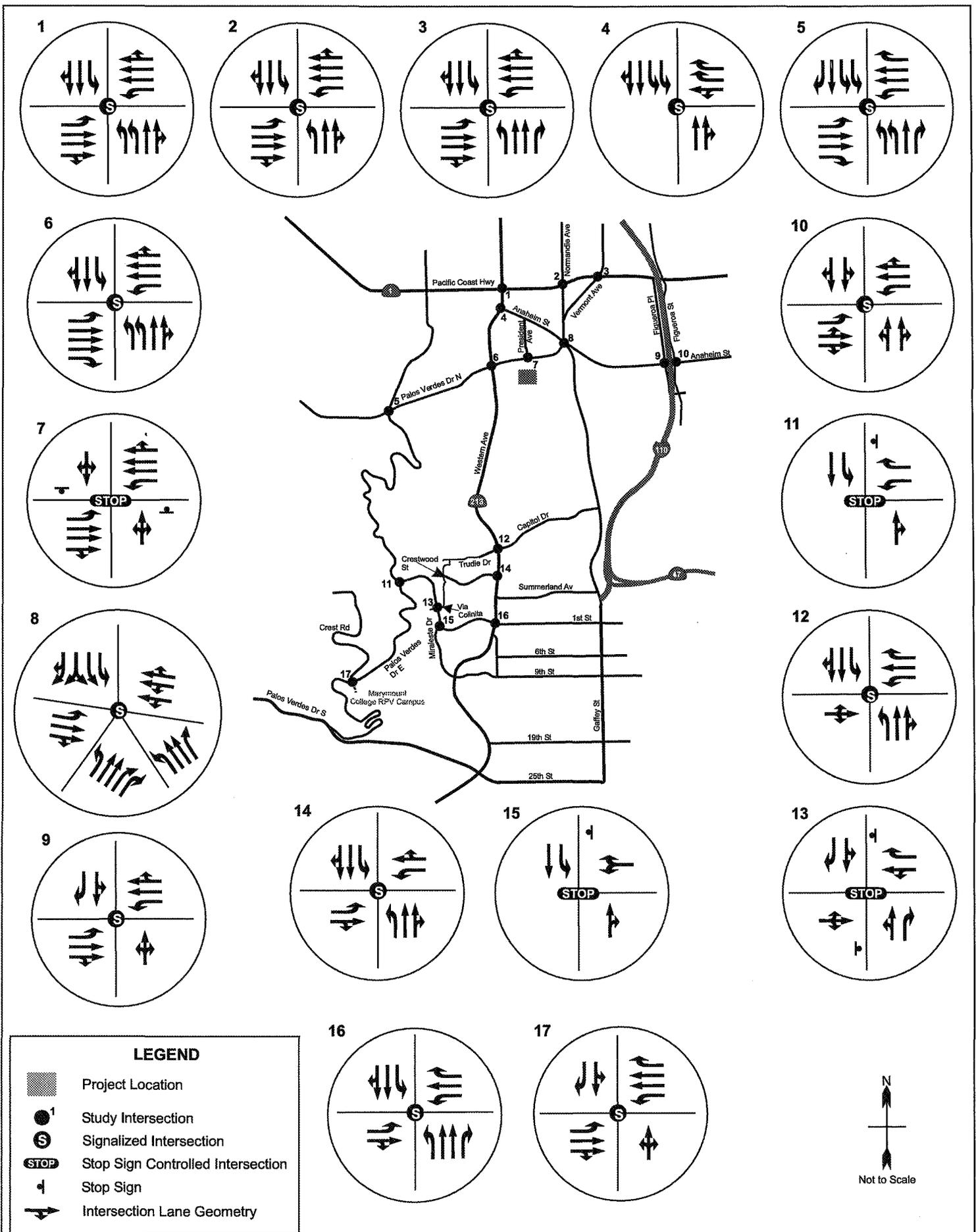
Roadway	Posted Speed Limit	# Lanes		Median Type	Parking Restrictions		General Land Use
		NB/EB	SB/WB		North Side / East Side	South Side / West Side	
<b>Pacific Coast Highway (Major Highway Class II within City of Los Angeles)</b>							
West of Western Ave	40	3	3	Striped	NSAT	NS 6:00AM-9:30AM, 3:00PM - 7:00PM, 1hr 9:30AM - 3:00PM(M-F)	Commercial
Between Western Ave and Normandie Ave	40	3	3	Striped	NSAT	NS 6:00AM-9:30AM, 3:00PM - 7:00PM, 1hr 9:30AM - 3:00PM(M-F)	Commercial
Between Normandie Ave and Vermont Ave	40	3	3	Striped	NSAT	NS 6:00AM-9:30AM, 3:00PM - 7:00PM, 1hr 9:30AM - 3:00PM(M-F)	Commercial
East of Vermont Ave	40	3	3	Striped	NSAT	NS 6:00AM-9:30AM, 3:00PM - 7:00PM, 1hr 9:30AM - 3:00PM(M-F)	Commercial
<b>Anaheim Street (Major Highway Class II)</b>							
Between Western Ave and Vermont Ave / Gaffey St	35	2	2	Striped	PP, RC & 2 hr 8:00AM - 6:00PM	PP, RC & 2 hr 8:00AM - 6:00PM	Commercial/Residential
Between Vermont Ave / Gaffey St and Figueroa Pl	35	2	2	Striped	NSAT	NSAT	Commercial/Residential
East of Figueroa Pl	35	2	2	Striped	NSAT	PP/NSAT	Commercial/Residential
<b>Palos Verdes Drive North (Major Highway Class II within City of Los Angeles)</b>							
West of Palos Verdes Dr East	45	2	2	Raised	NPAT	NP 8:00AM - 6:00PM (Fri)	Residential
Between Palos Verdes Dr East and Western Ave	45	2/3	2/3	Raised	2 hr 9:00 AM - 8:00PM, NP 8:00AM - 6:00PM (Fri)	PP	Commercial/Residential
Between Western Ave and Vermont Ave / Gaffey St	45	3	3	Raised	NSAT	NSAT, PP	Commercial/Residential
<b>Trudie Drive (Local Street)</b>							
West of Western Ave	35	1	1	Striped	PP	PP	Commercial/Residential
<b>Capitol Drive (Secondary)</b>							
East of Western Ave	35	2	2	Striped	PP	PP	Commercial/Residential
<b>Crestwood Street (Local Street)</b>							
West of Western Ave	15 & 25	1	1	Striped	PP	PP	Commercial/Residential
<b>1st Street (Collector/Secondary)</b>							
West of Western Ave	30	1	1	Striped	PP	NSAT	Residential
East of Western Ave	30	1	1	Striped	PP	PP	Medical/Residential

NP - No Parking  
 NS - No Stopping  
 NPAT - No Parking Any Time  
 NSAT - No Stopping Any Time  
 RC - Red Curb  
 PP - Parking Permitted

Table 2 – Description of Study Area Roadways – Continued

Roadway	Posted Speed Limit	# Lanes		Median Type	Parking Restrictions		General Land Use
		NB/EB	SB/WB		North Side / East Side	South Side / West Side	
<b>Palos Verdes Drive East (Arterial)</b>							
West of Crest Rd	35	1/2	2	Striped	NSAT, PP	NSAT, PP	College/Residential
East of Crest Rd	35	1/2	2	Striped	NSAT	NSAT	College/Residential
North of Miraleste Dr	35	1	1	Striped	NSAT	NSAT	Residential
South of Miraleste Dr	35	1	1	Striped	NSAT	NSAT	Residential
North of Palos Verdes Dr North	35	1	1	Striped	NSAT	NSAT	Residential
South of Palos Verdes Dr South	35	1	1	Striped	NSAT	NSAT	Residential
<b>Crest Road (Arterial)</b>							
North of Palos Verdes Dr East	45	2	2	Striped	PP	PP	Residential
<b>Miraleste Drive (Arterial)</b>							
Between Palos Verdes Dr East and 1st St	25	1	1	Striped	NSAT, PP	NSAT, PP	Residential
South of 1st St		1	1	Striped	NSAT, PP	NSAT, PP	Residential
<b>Western Avenue (Major Highway Class II within City of Los Angeles)</b>							
North of Pacific Coast Hwy	35	2	2	Striped	PP	RC/PP	Commercial/Residential
Between Pacific Coast Hwy and Anaheim St	35	2	2	Raised/Striped	PP, NP 6:00AM - 8:00 AM (Fri)	PP, NP 6:00AM - 8:00 AM (Fri)	Commercial
Between Anaheim St and Palos Verdes Dr N	40	2	2	Raised	PP, NP 6:00AM - 8:00 AM (Fri)	PP, NP 6:00AM - 8:00 AM (Fri)	Commercial/Residential
Between Palos Verdes Dr N and Capitol / Trudie Dr	40	2	2	Raised	PP, NP 7:00AM - 9:00AM & 3:00PM - 7:00PM	PP, NP 7:00AM - 9:00AM & 3:00PM - 7:00PM	Commercial/Residential
Between Capitol / Trudie Dr and Crestwood St	40	2	2	Raised	PP, NP 7:00AM - 9:00AM & 3:00PM - 7:00PM	PP, NP 7:00AM - 9:00AM & 3:00PM - 7:00PM	Commercial
Between Crestwood St and 1st St	40	2	2	Raised	PP NS 4:00PM - 6:00PM	PP, NP 7:00AM - 9:00AM & 3:00PM - 7:00PM	Park/Commercial/Residential
South of 1st St	40	2	2	Raised	NSAT	None	Commercial/Residential
<b>Normandie Avenue (Major Highway Class II)</b>							
North of Pacific Coast Hwy	45	2	2	Striped	NP 12:00PM - 2:30PM (Thu)	PP, NP 12:00PM - 2:30PM (Wed)	Commercial
South of Pacific Coast Hwy	45	2	2	Striped	PP	2 hr 8:00AM - 6:00PM	Commercial
<b>Vermont Avenue (Major Highway Class II)</b>							
North of Pacific Coast Hwy	45	2	2	Striped	NSAT	PP, NP 12:00PM - 2:30PM (Wed)	Commercial/Residential
Between Pacific Coast Hwy and Normandie Ave	45	2	2	Striped	NPAT 10:00PM - 6:00 AM Nightly/NSAT/PP	NSAT	Commercial/Golf Course
<b>Gaffey Street (Major Highway Class II)</b>							
South of Anaheim St	45	2	2	Striped	NSAT	NSAT, PP, NP 11:00PM - 5:00 AM Nightly	Oil Refinery/Vacant
<b>Figueroa Place (Collector/Local)</b>							
South of Anaheim St	25	1	1	Striped	PP, NP 12:00PM - 2:30PM (Wed)	PP, NP 12:00PM - 2:30PM (Thu)	Motel/Golf Course
<b>Figueroa Street (Major Highway Class II)</b>							
North of Anaheim St	35	2	2	Striped	PP	2 hr 8:00AM - 6:00PM Except Sun	Commercial/Residential
South of Anaheim St	35	2	2	Striped	RC, 2 hr 8:00AM - 6:00PM Except Sun	PP	Commercial/Residential

NP - No Parking  
 NS - No Stopping  
 NPAT - No Parking Any Time  
 NSAT - No Stopping Any Time  
 RC - Red Curb  
 PP - Parking Permitted



**LEGEND**

- Project Location
- Study Intersection
- Signalized Intersection
- Stop Sign Controlled Intersection
- Stop Sign
- Intersection Lane Geometry

## 2.2 Existing Transit Service

The project study area is served by bus transit lines operated by Metro, Palos Verdes Peninsula Transit Authority and Municipal Area Express. Table 3 summarizes the transit lines in the vicinity of the project site (within about one-third of a mile). Figure 5 shows the area transit lines relative to the project site.

**Table 3 – Summary of Area Transit Lines**

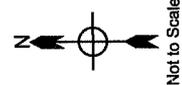
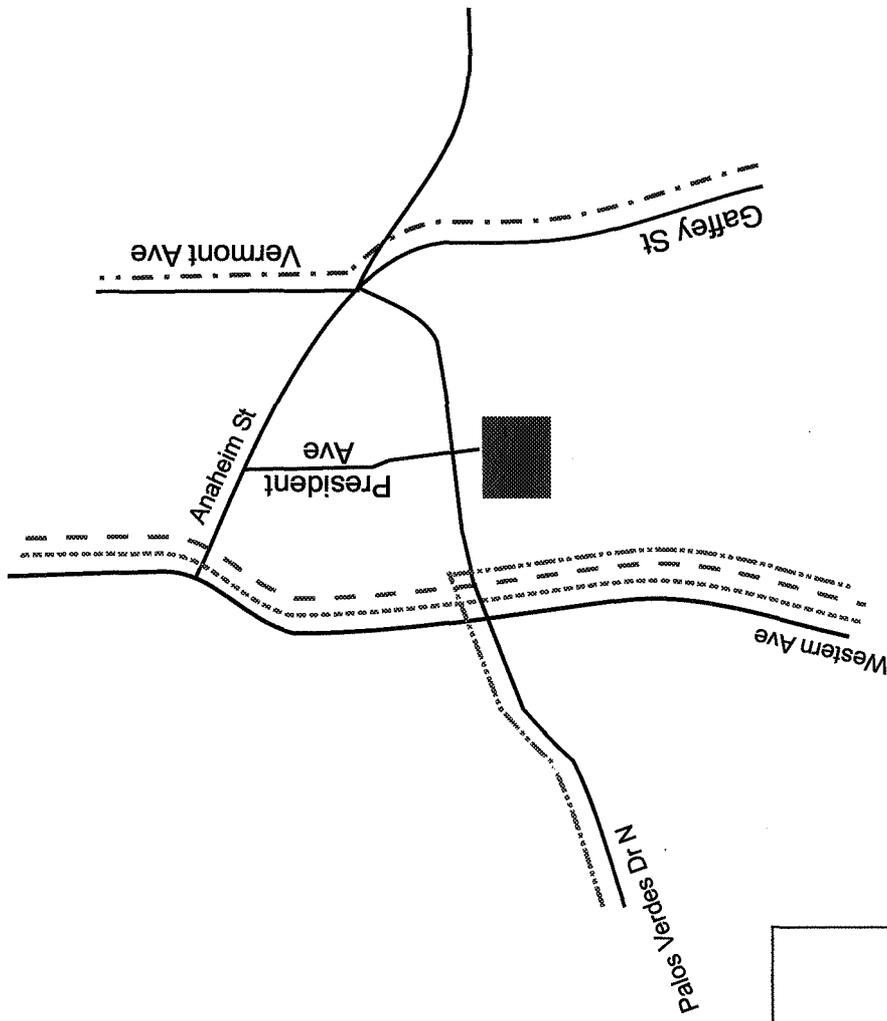
Line	From / To	To / From	Via	Frequency (Approximate)	
				Weekday	
				7:00 AM - 9:00 AM	4:00 PM - 6:00 PM
<b>Metro</b>					
205	Imperial/Wilmington Station	San Pedro	Western Ave	30 to 35 Minutes	25 to 40 Minutes
550	City of West Hollywood	San Pedro	Gaffey St/Vermont Ave	30 to 40 Minutes	30 to 40 Minutes
<b>Palos Verdes Peninsula Transit Authority</b>					
Green Route	Ridgecrest School	Miraleste Plaza	Palos Verdes Drive N, Palos Verdes Drive E, Western Ave, 1st St, Miraleste Dr	7 to 30 Minutes	30 Minutes
Green Eastview	Miraleste Intermediate School	Miraleste Intermediate School	Palos Verdes Drive N, Palos Verdes Drive E, Western Ave, Crestwood St, Miraleste Dr	20 Minutes (School Days Only)	One Bus (School Days Only)
Orange Route	PV High School	Palos Verdes Drive N/ Peninsula Verde	Palos Verdes Drive E, Western Ave, 1st St, Miraleste Dr	One way Two Buses within 5 Minutes (School Days Only)	One way One Bus (School Days Only)
<b>Municipal Area Express (MAX)</b>					
MX3	San Pedro	Torrance	Western Ave	-	30 to 35 Minutes

Source:

Metro - Los Angeles County Metropolitan Transportation Authority

Palos Verdes Peninsula Transit Authority

Municipal Area Express



**Legend**

-  Project Site
-  Municipal Area Express (MX3)
-  Palos Verdes Peninsula Transit Authority (Green, Green Eastview & Orange Route)
-  Metro 205
-  Metro 550

**Note:**  
Only the transit lines that are in close proximity (i.e. Within approximately one-third of a mile) to the Project site are shown.

### 2.3 Existing Intersection Levels of Service

The existing weekday AM and PM peak hour turn movement volumes are provided in Figures 6 and 7, respectively. Based on the existing traffic volumes, a volume-to-capacity ratio for signalized intersections, an average delay value for stop-controlled intersections and the corresponding levels of service (LOS) were determined for the 17 study intersections for the weekday AM and PM peak hours. Table 4 provides a summary of the volume/capacity ratios (or average delays) and LOS values. The traffic analysis worksheets are provided in Appendix F for intersections located in the City of Los Angeles and in Appendix G for intersections located in the cities of Rancho Palos Verdes, Rolling Hills Estates and Lomita.

**Table 4 – Intersection Performance – Existing (2011)**

	Study Intersections	City	Analysis Methodology	AM Peak Hour		PM Peak Hour	
				V/C or Delay (secs)	LOS	V/C or Delay (secs)	LOS
1	Western Ave & Pacific Coast Hwy	Los Angeles	CMA	0.881	D	0.908	E
2	Normandie Ave & Pacific Coast Hwy	Los Angeles	CMA	0.651	B	0.647	B
3	Vermont Ave & Pacific Coast Hwy	Los Angeles	CMA	0.808	D	0.720	C
4	Western Ave & Anaheim St	Los Angeles	CMA	0.539	A	0.454	A
5	Palos Verdes Dr E & Palos Verdes Dr N	Rolling Hills Estates	ICU	0.732	C	0.700	B
6	Western Ave & Palos Verdes Dr N	Lomita	ICU	0.924	E	0.969	E
7	President Ave & Palos Verdes Dr N [a]	Los Angeles	HCM	31.7	D	24.2	C
8	Gaffey St/Vermont Ave & Anaheim St/N. Palos Verdes Dr	Los Angeles	CMA	0.738	C	0.776	C
9	Figueroa Pl & Anaheim St	Los Angeles	CMA	0.774	C	0.816	D
10	Figueroa St & Anaheim St	Los Angeles	CMA	0.815	D	1.029	F
11	Palos Verdes Dr E & Miraleste Dr [a]	Rancho Palos Verdes	HCM	74.0	F	99.1	F
12	Western Ave & Trudie Dr/Capitol Dr	Rancho Palos Verdes	ICU	0.929	E	0.828	D
13	Miraleste Dr & Via Colinita Ave [a]	Rancho Palos Verdes	HCM	14.2	B	18.8	C
14	Western Ave & Crestwood St	Rancho Palos Verdes	ICU	0.783	C	0.796	C
15	Miraleste Dr & 1st St [a]	Rancho Palos Verdes	HCM	16.2	C	13.3	B
16	Western Ave & 1st St	Los Angeles	CMA	0.877	D	0.848	D
17	Palos Verdes Dr E & Crest Rd	Rancho Palos Verdes	ICU	0.424	A	0.348	A

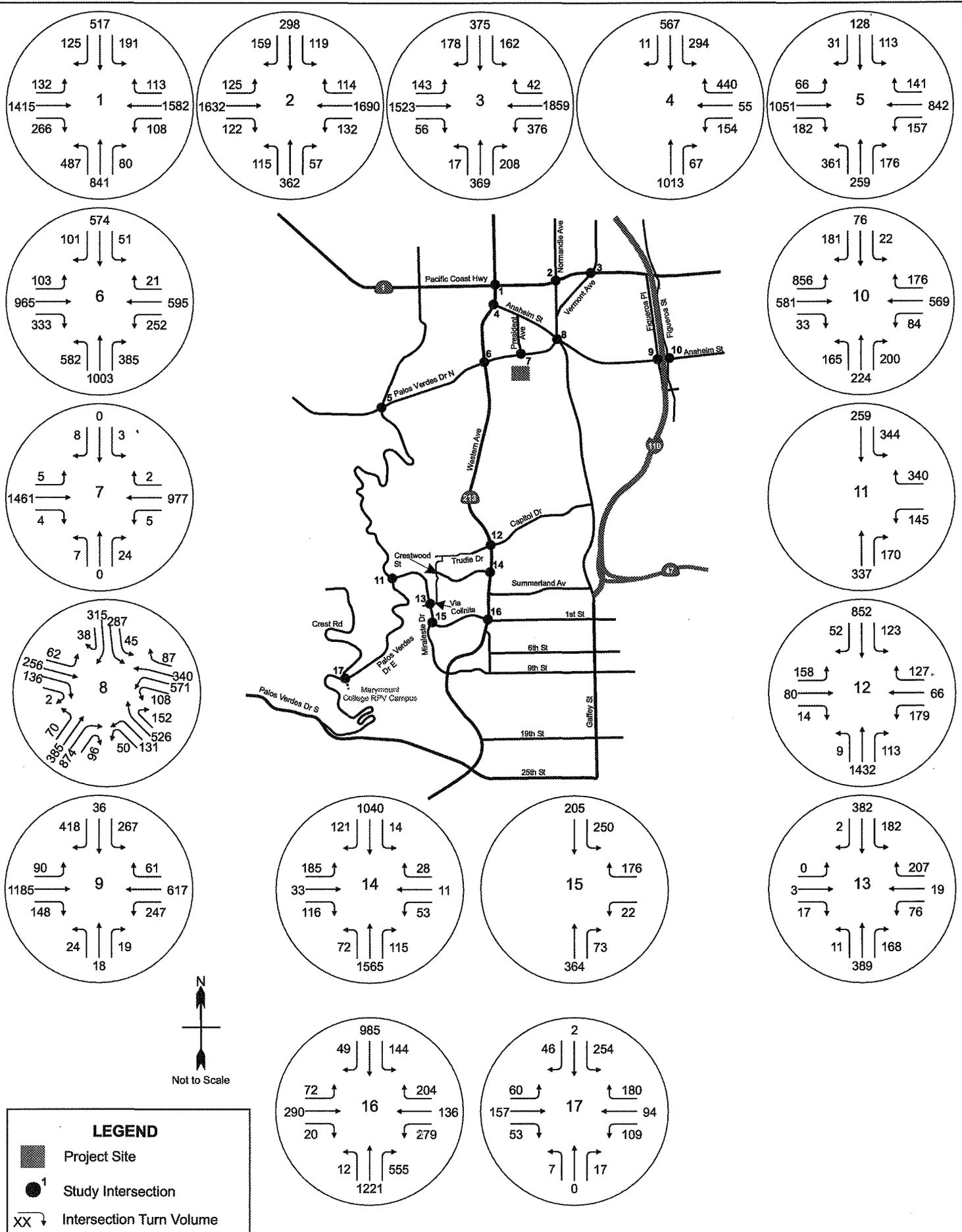
Note:

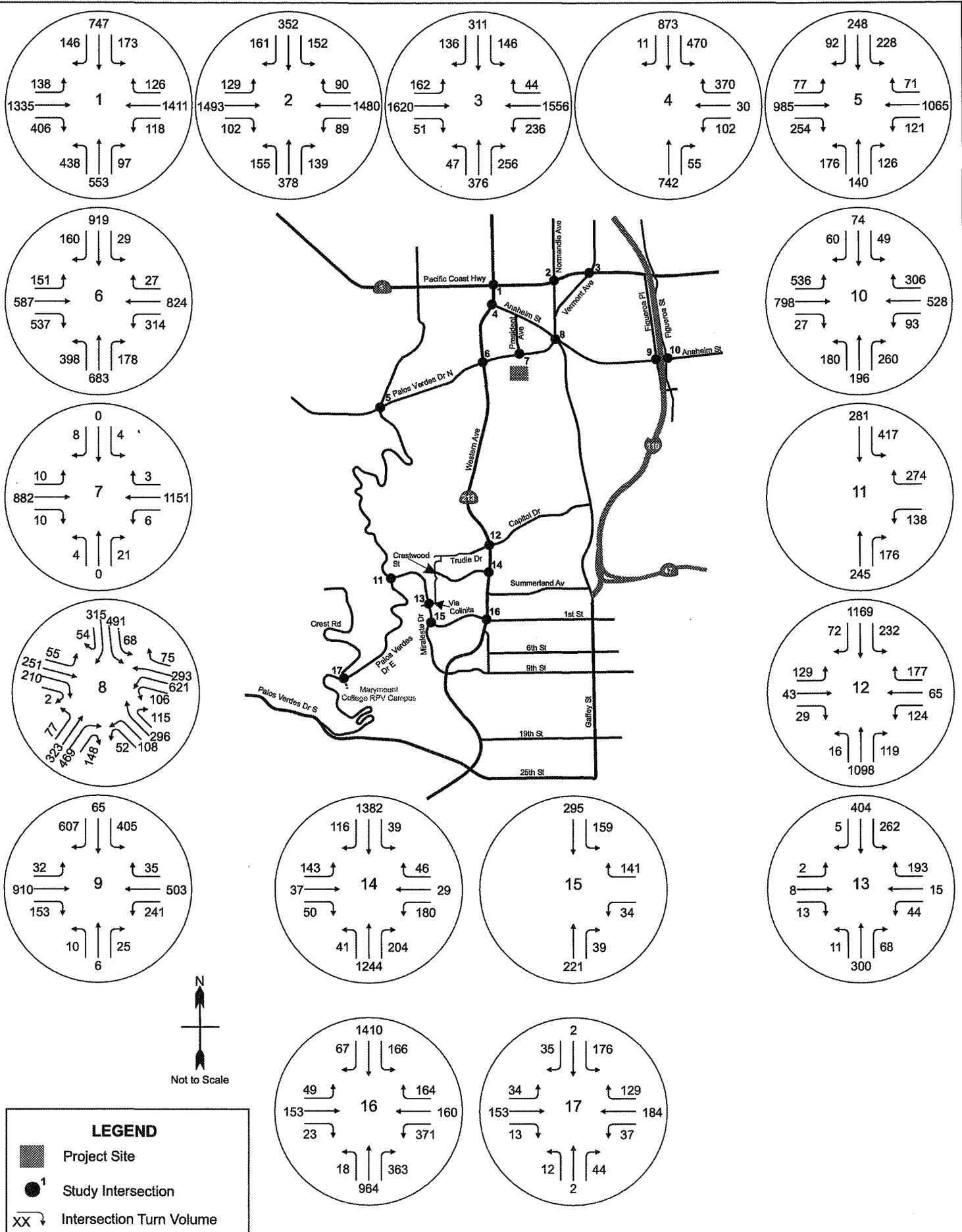
ICU - Intersection Capacity Utilization Method (V/C), CMA - Critical Movement Analysis Method (V/C), HCM - Highway Capacity Manual Method (Delay)

[a] Stop controlled intersection. Average delay & corresponding LOS shown for most constrained movement(s).

As shown in Table 4, all of the study intersections are operating at LOS D or better during both study peak hour periods except the following five intersections:

- Western Avenue and Pacific Coast Highway (PM Peak Hour)
- Western Avenue and Palos Verdes Drive North (AM and PM Peak Hours)
- Figueroa Street and Anaheim Street (PM Peak Hour)
- Palos Verdes Drive East and Miraleste Drive (AM and PM Peak Hours)
- Western Avenue and Trudie Drive/Capitol Drive (AM Peak Hour)





### 3. Project Traffic

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This section defines the traffic that would be generated by the proposed project in a three-step process including trip generation, trip distribution and trip assignment.

#### 3.1 Project Trip Generation

The project trip generation was based on empirical trip rates derived from surveys conducted at the Marymount College RPV Campus and at the existing Palos Verdes Drive North residential facility site (proposed San Pedro Campus site), as well as trip rates from the Institute of Transportation Engineers (ITE) *Trip Generation, 8th Edition* book. In addition, trip generation reductions were applied to take into account trip discounts due to students living on campus and other trip reducing measures that will be implemented by the project. Table 5 shows the trip generation rates that were utilized, and the trip generation for the project.

#### Empirical Trip Generation Rates

The following describes the trip generation surveys that were conducted to determine empirical trip rates used to calculate project trips.

##### Marymount College RPV Campus Trip Generation Survey

It is anticipated that the non-residential component of the proposed San Pedro Campus would have similar trip generation characteristics compared to the RPV Campus since both campuses would have undergraduate/graduate programs under the same college but on two sites. For this reason, a trip survey was conducted at the RPV Campus to determine empirical trip rates for that campus. The survey was conducted on Tuesday, March 22, 2011 and Wednesday, March 30, 2011. Manual counts were collected on the site driveway during the AM and PM peak periods. Vehicles that arrived to and departed from the RPV Campus but parked on the adjacent and/or nearby streets were also included in the counts. In addition, 24-hour counts using video recordings were collected on the site driveway. Based on the count data collected, the average vehicle trip rate per student was 2.34 per day. During the AM and PM peak hours, the average vehicle trip rate per student was 0.26 and 0.24, respectively.

##### Marymount College Palos Verdes North Residential Facility Trip Generation Survey

A trip generation survey was also conducted at the existing Palos Verdes Drive North residential facility (proposed San Pedro Campus site) to determine empirical trip rates for the residential student component. The survey was conducted on Thursday, March 24, 2011 during the AM and PM peak periods. Manual counts of private vehicles were collected on the access driveway located at President Avenue. Based on the survey results, the AM and PM peak hour vehicle trip rates were derived to be 0.31 and 0.35 trips per student. The daily vehicle trip rate, which was determined to be 3.88 trips per student, is based on the daily to AM+PM ratio for apartment use from the ITE *Trip Generation* book and multiplied by the AM plus PM rates.

Table 5 – Project Trip Generation

Land Use	Intensity	Unit	Weekday						
			Daily	AM Peak Hour			PM Peak Hour		
				Total	In	Out	Total	In	Out
<b>Trip Rates</b>									
College [1]	-	Student	2.34	0.26	76%	24%	0.24	25%	75%
Off-Campus Housing [2]	-	Student	3.88	0.31	13%	87%	0.35	52%	48%
Apartment [3]	-	DU	6.65	0.51	20%	80%	0.62	65%	35%
<b>Trip Generation</b>									
<b>Proposed Project</b>									
College	1,500	Student	3,510	390	296	94	360	90	270
Internal Trip Reduction [4]	53%		<u>-1,872</u>	<u>-208</u>	<u>-158</u>	<u>-50</u>	<u>-192</u>	<u>-48</u>	<u>-144</u>
Subtotal			1,638	182	138	44	168	42	126
Resident Student Trip Reduction (75% AM) [5]			<u>-137</u>	<u>-137</u>	<u>-104</u>	<u>-33</u>	0	0	0
<b>Total Non-Residential College Trips</b>			<b>1,501</b>	<b>45</b>	<b>34</b>	<b>11</b>	<b>168</b>	<b>42</b>	<b>126</b>
Residence Halls for Students	800	Student	3,104	248	32	216	280	146	134
'Limited Cars for Residents' Trip Reduction (56%) [6]			<u>-1,738</u>	<u>-139</u>	<u>-18</u>	<u>-121</u>	<u>-157</u>	<u>-82</u>	<u>-75</u>
Subtotal			1,366	109	14	95	123	64	59
Internal Trip Reduction (77% AM, 62% PM) [7][8]			<u>-847</u>	<u>-84</u>	<u>-11</u>	<u>-73</u>	<u>-76</u>	<u>-40</u>	<u>-36</u>
<b>Total Non-RPV Campus Trips</b>			<b>519</b>	<b>25</b>	<b>3</b>	<b>22</b>	<b>47</b>	<b>24</b>	<b>23</b>
Trips to/from RPV Campus [9]	400	Student	1,552	124	16	108	140	73	67
'Limited Cars for Residents' Trip Reduction (56%) [6]			<u>-869</u>	<u>-69</u>	<u>-9</u>	<u>-60</u>	<u>-78</u>	<u>-41</u>	<u>-37</u>
<b>Total Trips to/from RPV Campus</b>			<b>683</b>	<b>55</b>	<b>7</b>	<b>48</b>	<b>62</b>	<b>32</b>	<b>30</b>
Faculty Apartments	8	DU	53	4	1	3	5	3	2
Internal Trip Reduction (77% AM, 62% PM) [7]			<u>-6</u>	<u>-3</u>	<u>-1</u>	<u>-2</u>	<u>-3</u>	<u>-2</u>	<u>-1</u>
<b>Total Faculty Apartment Trips</b>			<b>47</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>1</b>
<b>Total Trip Generation (Proposed Project Uses)</b>			<b>2,750</b>	<b>126</b>	<b>44</b>	<b>82</b>	<b>279</b>	<b>99</b>	<b>180</b>
<b>Existing Uses</b>									
Housing Facility [10]	86	DU	536	43	7	36	48	25	23
<b>Net Total Trip Generation</b>			<b>2,214</b>	<b>83</b>	<b>37</b>	<b>46</b>	<b>231</b>	<b>74</b>	<b>157</b>

[1] Trip generation rates are based on trip surveys conducted at the Marymount College RPV Campus on March 22 and 30, 2011.

[2] The AM and PM peak hour trip rates are based on trip generation surveys conducted at the Palos Verdes Drive North residential facility on March 24, 2011. The daily rate is based on daily to AM+PM ratio for apartment use from the ITE Trip Generation book and multiplied by the AM plus PM rates. [3.88 daily trip rate = (6.65 / (0.51+0.62))\*(0.31+0.35)]

[3] Trip generation rates are from ITE Trip Generation, 8th Edition.

[4] Based on percentage of students who will be living on the San Pedro Campus (800 resident students/1,500 total students).

[5] Marymount College would schedule the morning peak period classes on the San Pedro Campus exclusively for resident students. A trip reduction of 75% is assumed for the AM peak hour as commuter students are not expected to generate vehicle trips during this period. The remaining trips are expected to be generated by faculty/staff.

[6] About 44% of the 800 San Pedro Campus residents would have a vehicle on campus based on a limited lottery system. The remaining 56% of residents would not have a vehicle on campus and therefore would not generate vehicle trips.

[7] Based on internal trip capture empirical rates for the apartment dormitory component per the Marymount College Facilities Expansion Project Traffic Impact Analysis, RBF Consulting, July 31, 2007. The empirical data showed that 77% of the vehicles during the AM peak and 62% of the vehicles during the PM peak are traveling to/from the RPV campus.

[8] The internal trip reduction for the PM was assumed for daily.

[9] Based on information provided by Marymount College representative, about 400 of the 800 residents would take classes at the Marymount College RPV Campus on a typical weekday.

[10] The AM and PM peak hour trips are based on raw trip generation survey data conducted at the Palos Verdes Drive North Facility on March 24, 2011. The daily trips are based on daily to AM+PM ratio for apartment use from ITE Trip Generation book and multiplied by the raw AM plus PM peak hour trips. [536 daily trips = (6.65 / (0.51+0.62))\*(43+48)]

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### Trip Generation Discounts

The following are trip discounts that were applied to the project trip generation calculations:

Internal Trip Reduction – The proposed San Pedro Campus, upon build out, would have 1,500 students, 800 of whom would be resident students living on campus. Thus, a 53% (800 / 1,500) trip reduction was applied to the trip generation for the non-residential component of the project.

Resident Student Trip Reduction – Marymount College will schedule the AM peak period classes on the San Pedro Campus exclusively for resident students living on campus. Thus, commuter students are not expected to generate vehicle trips during this period. A trip reduction of 75% was applied to the AM peak hour, with the remaining trips expected to be generated by faculty/staff/visitors. No trip reduction was taken for the PM peak hour.

'Limited Cars for Residents' Trip Reduction – About 44% of the 800 San Pedro Campus residents would have a vehicle on campus based on a limited lottery system. The remaining 56% of the residents would not be allowed to have a vehicle on campus and therefore would not generate vehicle trips.

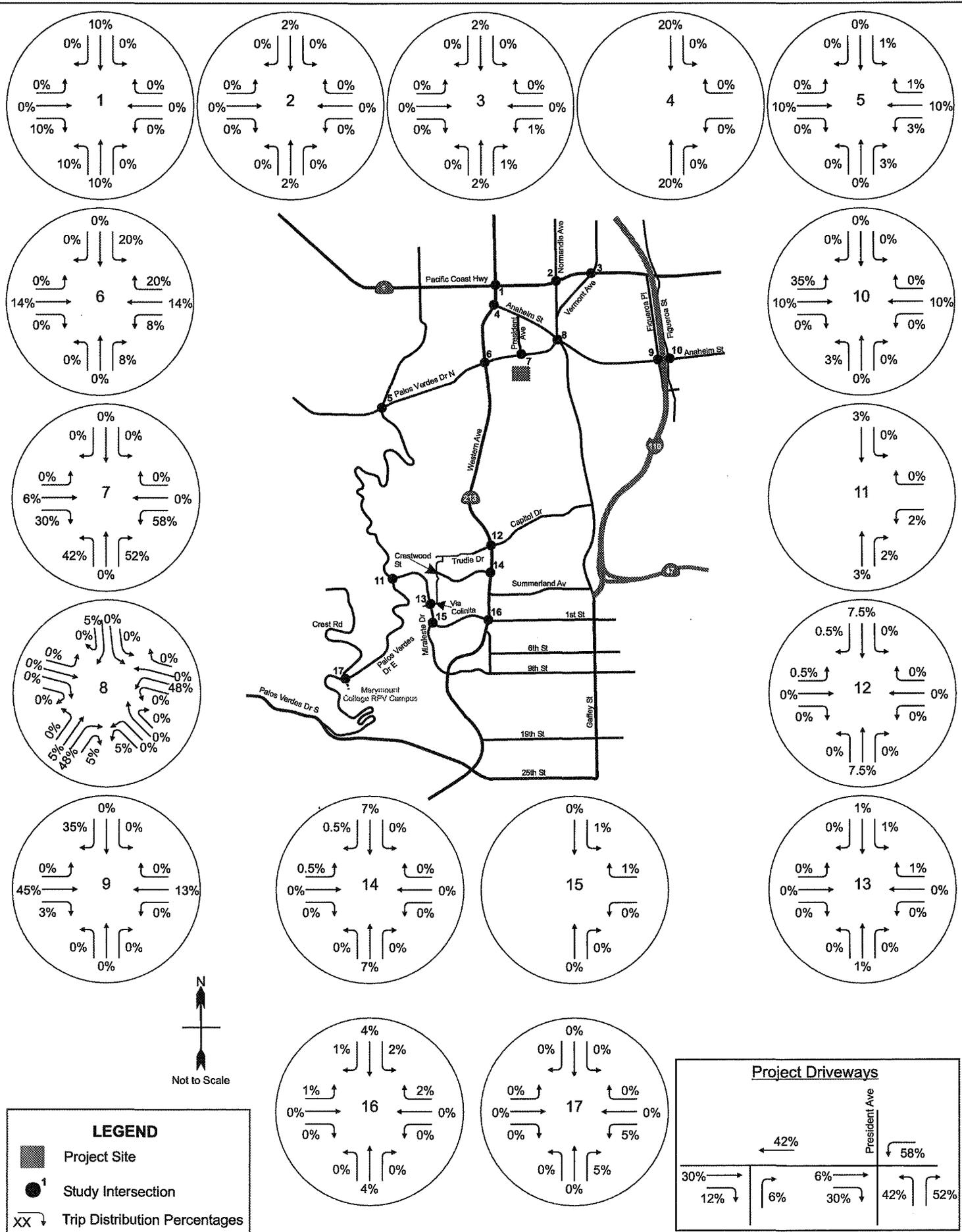
Internal Trip Reduction (For Resident Students) – This trip reduction applies to on-campus residents who no longer need to drive to an off-site campus. The internal trip reduction is based on empirical rates for the apartment dormitory component per the Marymount College Facilities Expansion Project Traffic Impact Analysis dated July 31, 2007. The empirical data showed that 77% of the vehicles during the AM peak period and 62% of the vehicles during the PM peak period are traveling to/from the RPV Campus.

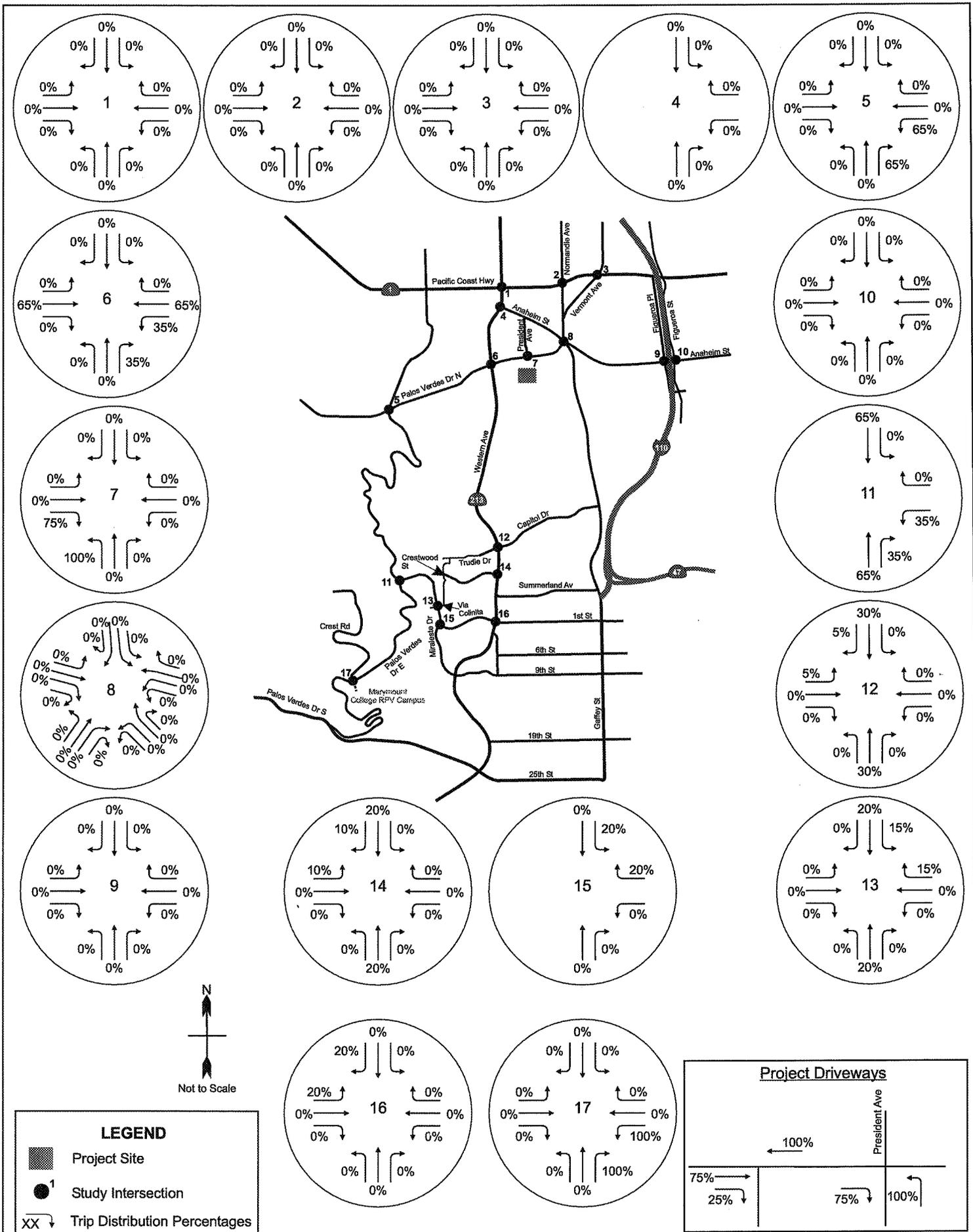
The empirical trip rates and trip generation discounts are also discussed in the footnotes at the bottom of Table 5. The trip rates and trip generation discounts were discussed with and approved by LADOT.

As shown in Table 5, the project upon build out is estimated to generate 2,750 daily trips including 126 AM peak hour trips and 279 PM peak hour trips. The project site currently generates about 536 daily trips including 43 trips during the AM peak hour and 48 trips during the PM peak hour. Thus, the project would result in an increase of 2,214 net daily trips of which 83 net trips would occur during the AM peak-hour and 231 net trips would occur during the PM peak-hour.

### **3.2 Project Trip Distribution**

Trip distribution is the process of assigning the directions from which traffic will access a project site. Trip distribution is dependent upon the land use characteristics of the project and the general locations of other land uses to which project trips would originate or terminate. The project trip distribution was developed based on our knowledge of development trends in the area, local and sub-regional traffic routes, and regional traffic flows. In addition, the project trip distribution was also based on existing student and faculty/staff zip code information. Two trip distribution patterns were determined. The first distribution is for trips generated by the project but excludes those trips generated by resident students going to/from the RPV Campus, as shown in Figure 8. The second distribution is for trips generated by the resident students traveling to/from the RPV Campus, as shown in Figure 9.

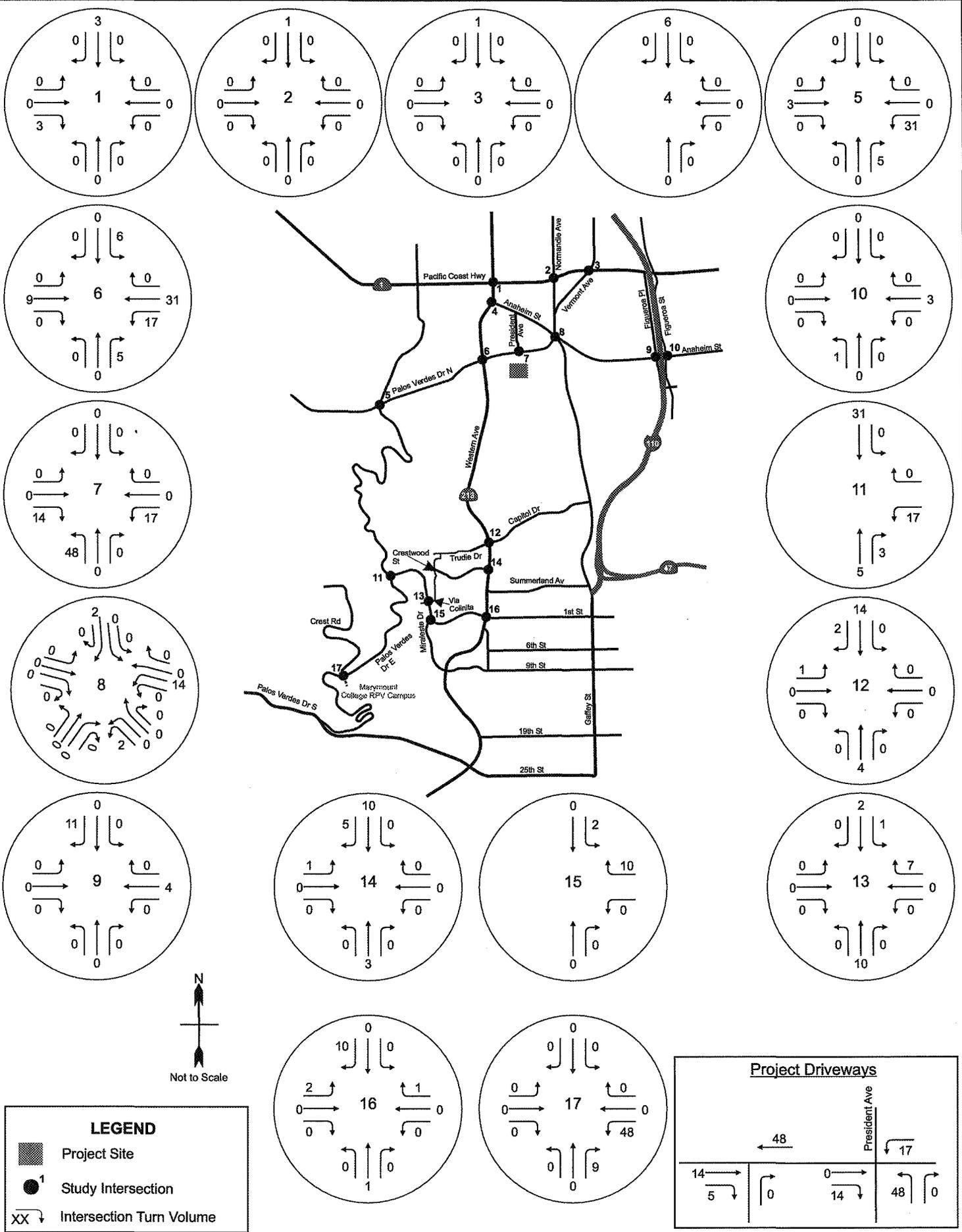


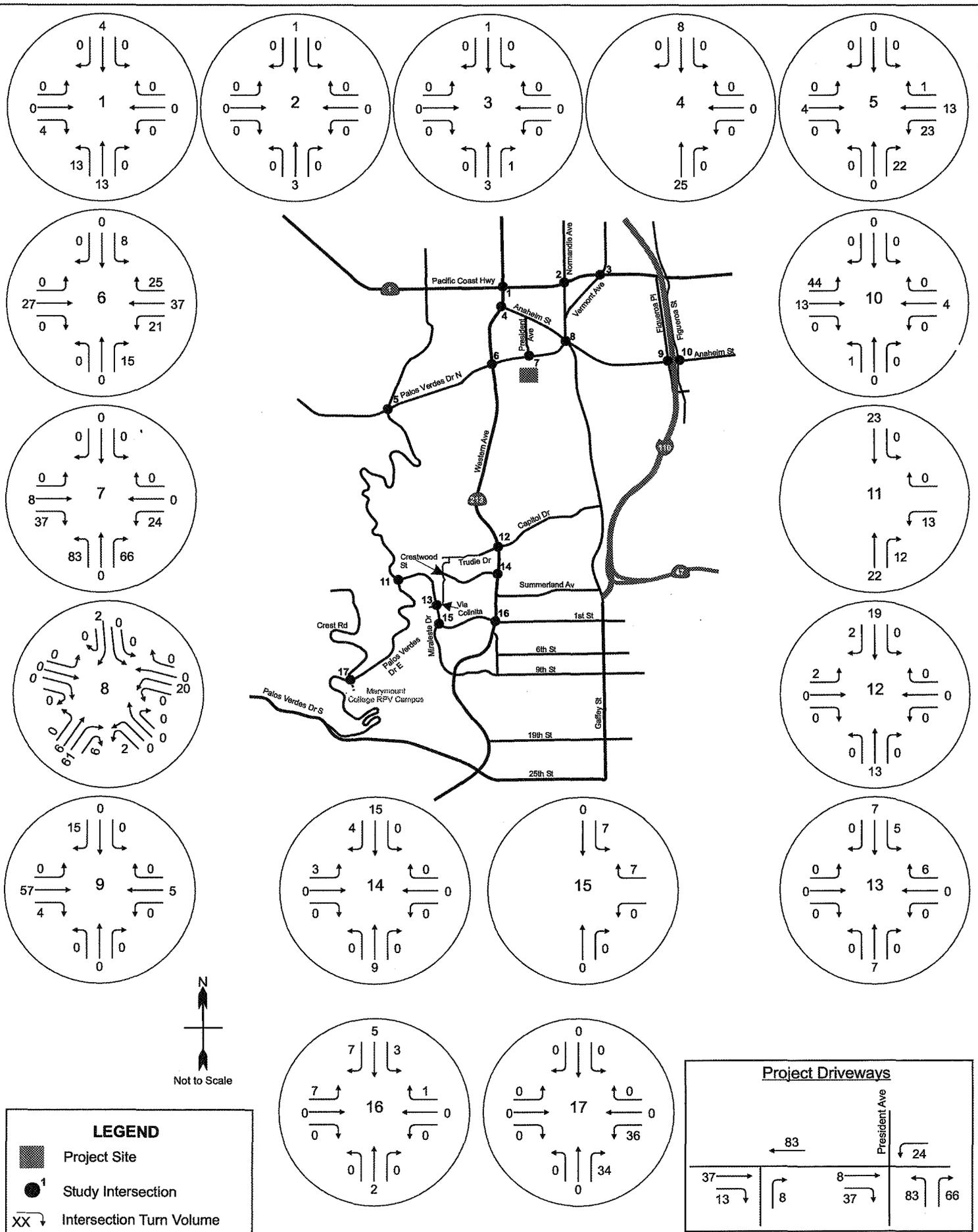


It should be noted that the trip distribution between the San Pedro and RPV Campuses as shown in Figure 9 is based on license plate survey data. The survey was conducted on Tuesday, March 22, 2011 for 90 minutes during the AM peak period and for 90 minutes during the PM peak period. Personnel were stationed at the RPV Campus to identify license plate information for vehicles arriving to the Campus including those parking on-site and on-street. In addition, personnel were stationed at the intersections of Western/Trudie, Western/Crestwood, Western/1<sup>st</sup>, and Palos Verdes Drive East/Palos Verdes Drive North. Based on our review of the roadway system, these are the access points that are most likely to be used by motorists traveling between the proposed project site and the RPV Campus. License plate information was collected for vehicles heading southbound on Western Avenue and turning right onto Trudie Drive, Crestwood Street and 1<sup>st</sup> Street. License plate information was also collected for those vehicles turning left from westbound Palos Verdes Drive North onto southbound Palos Verdes Drive East. The license plate information collected at the RPV Campus was matched with the license plate information collected at the four access points in order to determine the percentage of trips that use each route.

### **3.3 Project Trip Assignment**

The final product of the three-step process is a full accounting of project trips, by direction and turning movement at the study intersections. The project trips were assigned based on distribution inputs using the TRAFFIX program. Figures 10 and 11 illustrate the project trips for the weekday AM and PM peak hours, respectively.





## 4. Existing Plus Project

This section documents existing traffic conditions at the study intersections with the addition of net project-generated traffic. Traffic volumes for these conditions were derived by adding project trips to the existing traffic volumes. The Existing Plus Project traffic volumes are shown in Figures 12 and 13 for the weekday AM and PM peak hour periods, respectively.

### 4.1 Project Related Improvement

As part of the project, the northbound approach at the intersection of President Avenue and Palos Verdes Drive North would be improved to provide a shared left-through lane and an exclusive right turn only lane.

### 4.2 Existing Plus Project Intersection Levels of Service

Table 6 summarizes the resulting level of service values at the study intersections for the Existing Plus Project conditions. The traffic analysis worksheets for this scenario are provided in Appendix F for intersections located in the City of Los Angeles and in Appendix H for intersections in the cities of Rancho Palos Verdes, Rolling Hills Estates and Lomita.

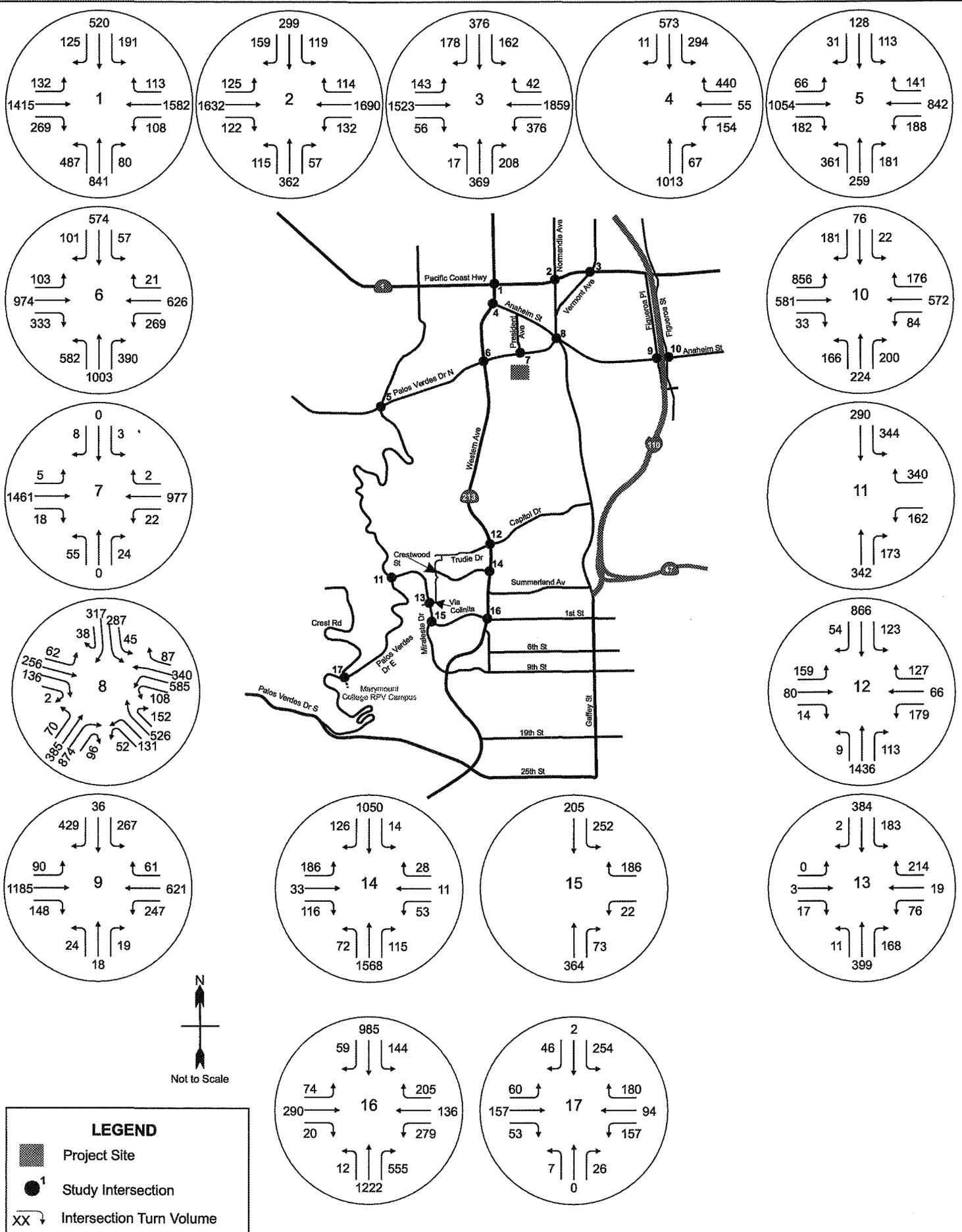
**Table 6 – Intersection Performance – Existing Plus Project**

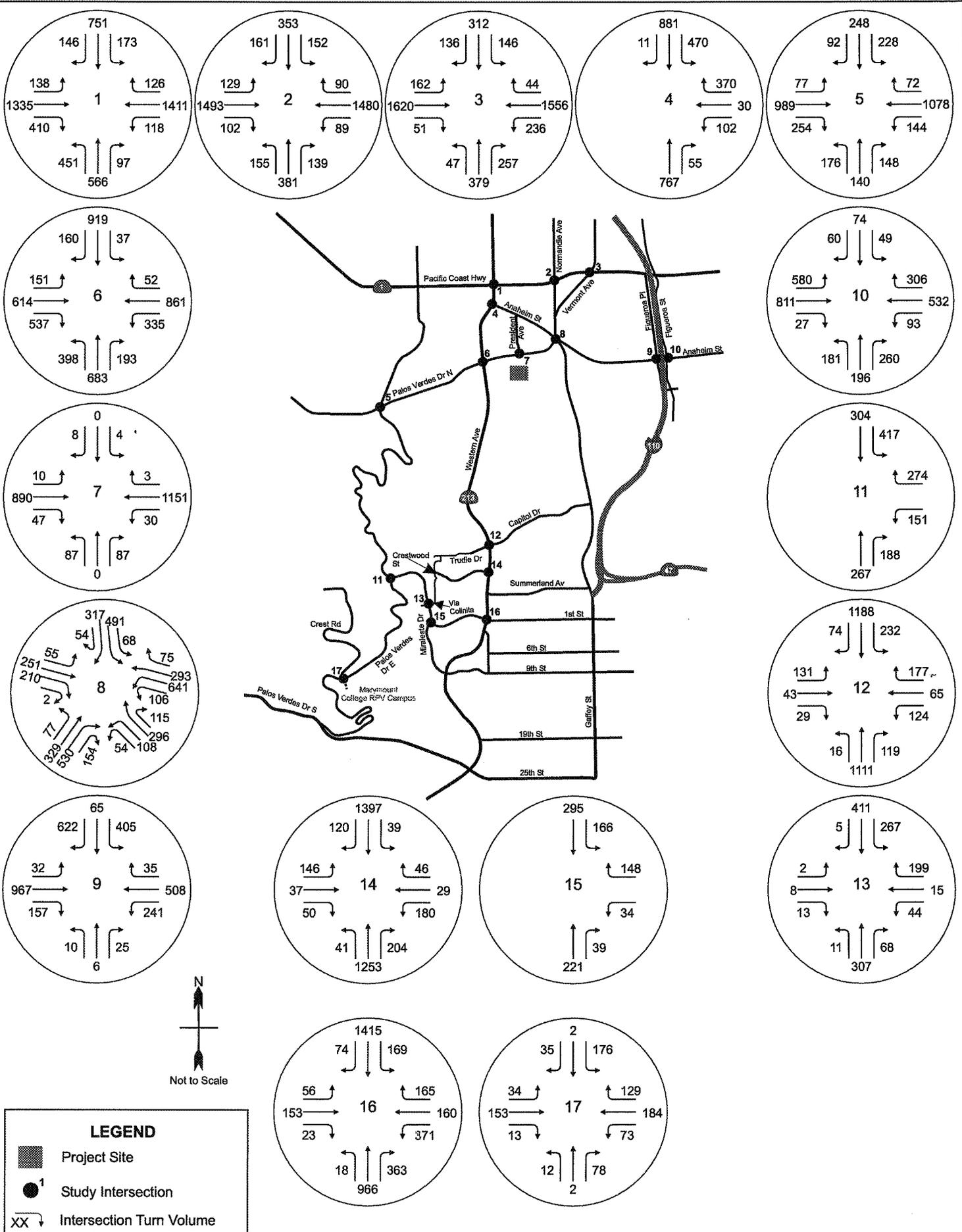
	Study Intersections	City	Analysis Methodology	AM Peak Hour		PM Peak Hour	
				V/C or Delay (secs)	LOS	V/C or Delay (secs)	LOS
1	Western Ave & Pacific Coast Hwy	Los Angeles	CMA	0.881	D	0.916	E
2	Normandie Ave & Pacific Coast Hwy	Los Angeles	CMA	0.651	B	0.647	B
3	Vermont Ave & Pacific Coast Hwy	Los Angeles	CMA	0.808	D	0.721	C
4	Western Ave & Anaheim St	Los Angeles	CMA	0.539	A	0.463	A
5	Palos Verdes Dr E & Palos Verdes Dr N	Rolling Hills Estates	ICU	0.752	C	0.715	C
6	Western Ave & Palos Verdes Dr N	Lomita	ICU	0.942	E	0.982	E
7	President Ave & Palos Verdes Dr N [a]	Los Angeles	HCM	>100	F	72.5	F
8	Gaffey St/Vermont Ave & Anaheim St/N. Palos Verdes Dr	Los Angeles	CMA	0.744	C	0.785	C
9	Figueroa Pl & Anaheim St	Los Angeles	CMA	0.781	C	0.846	D
10	Figueroa St & Anaheim St	Los Angeles	CMA	0.816	D	1.040	F
11	Palos Verdes Dr E & Miraleste Dr [a]	Rancho Palos Verdes	HCM	>100	F	>100	F
12	Western Ave & Trudie Dr/Capitol Dr	Rancho Palos Verdes	ICU	0.931	E	0.834	D
13	Miraleste Dr & Via Colinita Ave [a]	Rancho Palos Verdes	HCM	18.5	C	19.9	C
14	Western Ave & Crestwood St	Rancho Palos Verdes	ICU	0.784	C	0.803	D
15	Miraleste Dr & 1st St [a]	Rancho Palos Verdes	HCM	16.4	C	13.4	B
16	Western Ave & 1st St	Los Angeles	CMA	0.877	D	0.853	D
17	Palos Verdes Dr E & Crest Rd	Rancho Palos Verdes	ICU	0.443	A	0.365	A

Note:

ICU - Intersection Capacity Utilization Method (V/C), CMA - Critical Movement Analysis Method (V/C), HCM - Highway Capacity Manual Method (Delay)

[a] Stop controlled intersection. Average delay & corresponding LOS shown for most constrained movement(s).





As shown in Table 6, under the Existing Plus Project conditions, all of the study intersections are projected to operate at LOS D or better during both study peak hour periods except for the following six intersections:

- Western Avenue and Pacific Coast Highway (PM Peak Hour)
- Western Avenue and Palos Verdes Drive North (AM and PM Peak Hours)
- President Avenue and Palos Verdes Drive North (AM and PM Peak Hours)
- Figueroa Street and Anaheim Street (PM Peak Hour)
- Palos Verdes Drive East and Miraleste Drive (AM and PM Peak Hours)
- Western Avenue and Trudie Drive/Capitol Drive (AM Peak Hour)

Determination of significant traffic impacts created by project traffic is discussed in Section 7 of this report.

## **5. Future (2031) Without Project**

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This section provides an analysis of future traffic conditions in the study area with ambient growth and related area projects added but without the proposed project. The year 2031 was selected for analysis based on the anticipated 20-year build out of the project.

### **5.1 Ambient Growth**

For the analysis of background traffic for year 2031, a traffic growth factor of 7.1% for the 20-year period was utilized to provide for increases in traffic from the existing traffic counts. This growth rate is based on the 2010 Los Angeles County Congestion Management Program (CMP) traffic growth projections for the study area. This growth rate was discussed and verified with LADOT staff.

To apply this ambient growth rate to the existing (2011) traffic volumes, a factor of 1.071 was utilized. This factor simulates a 7.1% increase over the 20-year period between existing (2011) and future (2031) conditions.

### **5.2 Related Projects**

An area of influence, generally defined by an approximate two-mile radius from the project site, was utilized in order to capture specific locations of other approved and pending projects. Based on discussions with staff from the cities of Los Angeles, Rancho Palos Verdes, Rolling Hills Estates and Lomita, 77 area/related projects were compiled. These area/related projects were considered to potentially contribute measurable traffic volumes to the study intersections during the future analysis periods. Figure 14 shows the locations of the related projects. A description of the related projects and the trip generation of each are summarized in Appendix D.

The related projects were separated into zones and trips attributed to these related projects were added to the surrounding street system using similar distribution and assignment methodology applied for project trips, with some adjustments for related projects near the edge of the study area. Appendix D illustrates the related projects trip assignments by turning movement during the AM and PM peak hours.

### **5.3 Future Without Project Intersection Levels of Service**

The Future 2031 Without Project traffic volumes are shown in Figures 15 and 16 for the weekday AM and PM peak hour periods, respectively. To analyze the Future Without Project conditions, the intersection turn volumes were processed using the CMA, ICU and HCM methodologies, where appropriate. Table 7 summarizes the level of service operations at the study intersections for this scenario. The traffic analysis worksheets are provided in Appendix F for intersections located in the City of Los Angeles and Appendix J for intersections located in the cities of Rancho Palos Verdes, Rolling Hills Estates and Lomita.

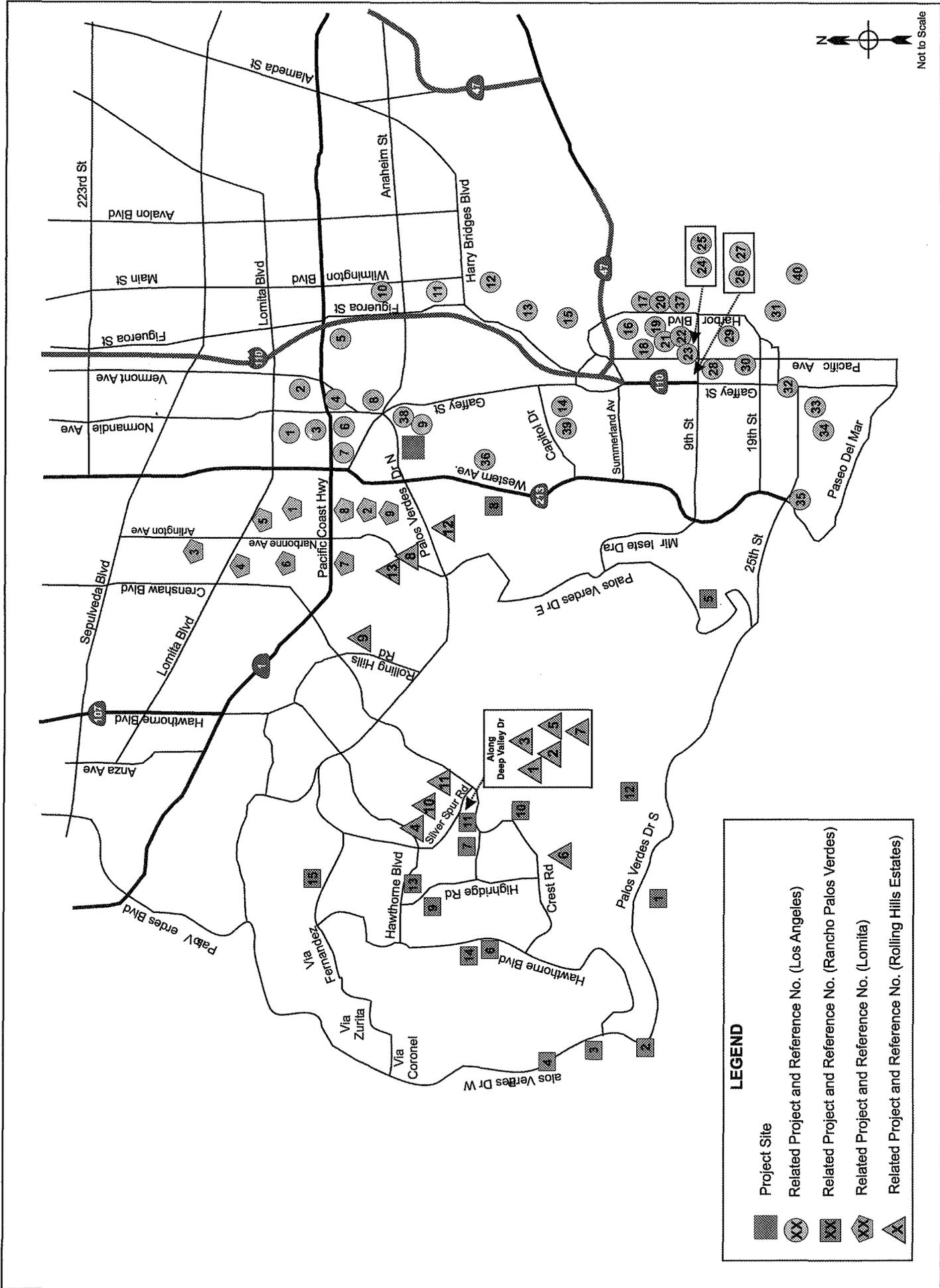
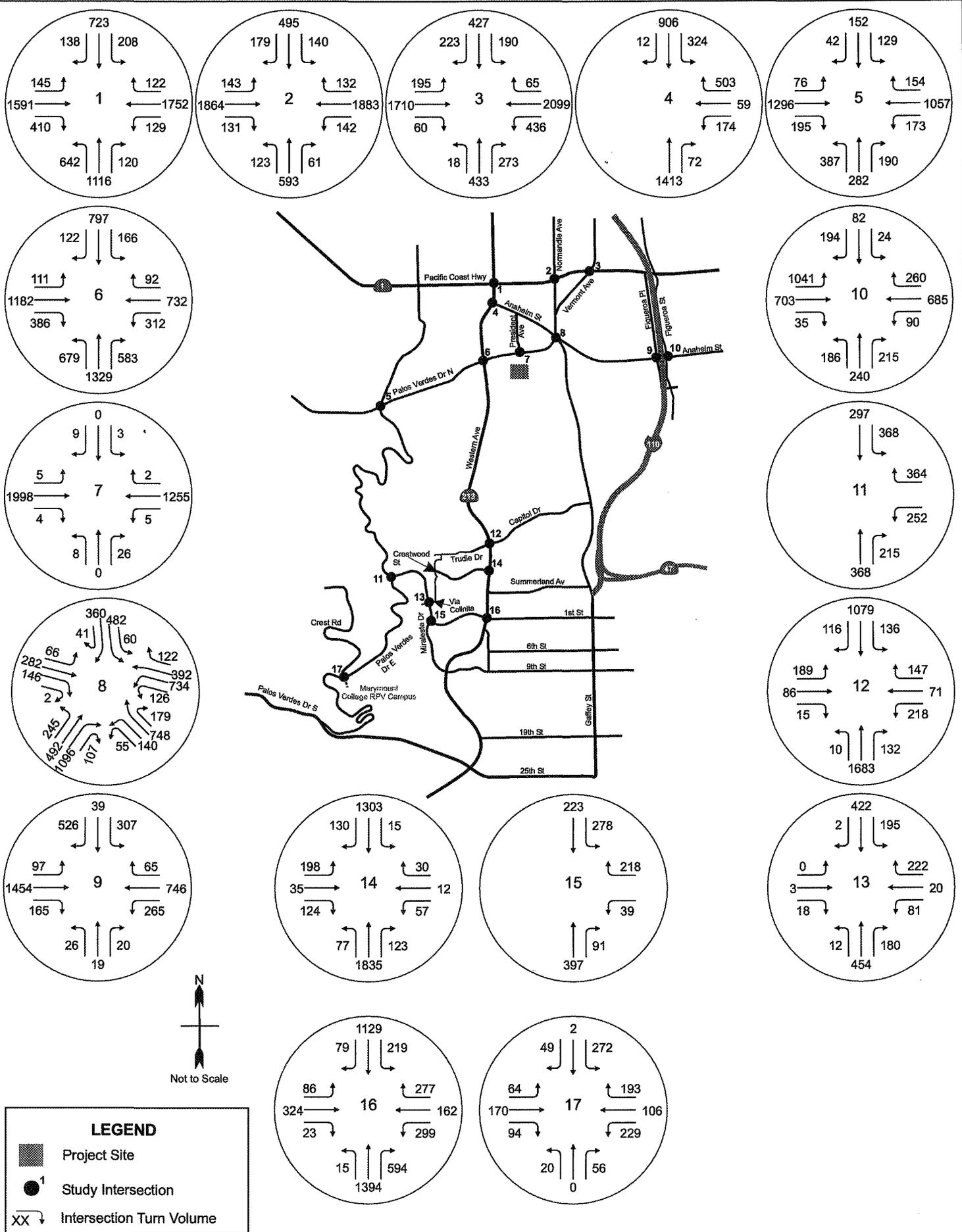
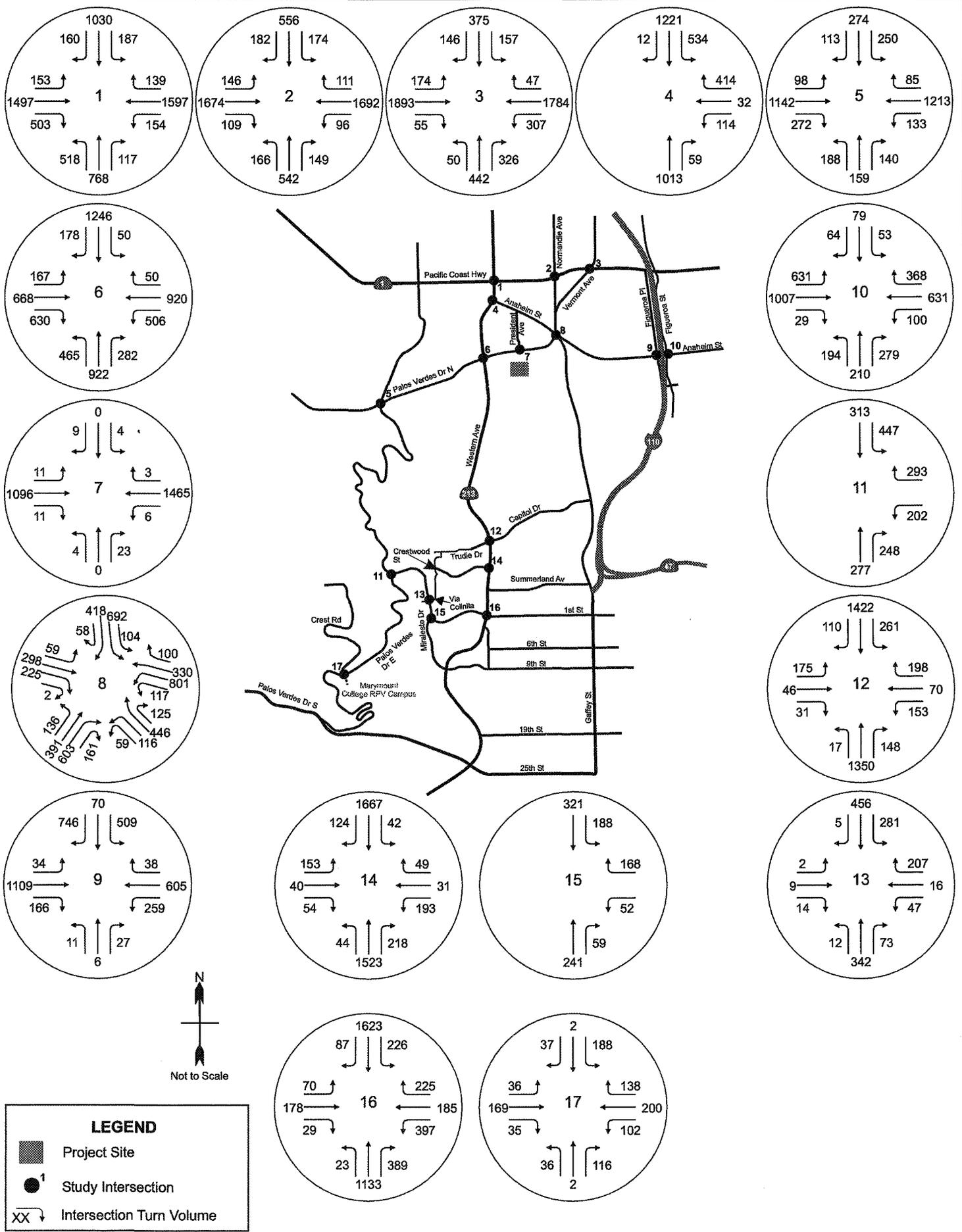


Figure 14  
Location of Related Projects

Marymount College San Pedro Campus - Traffic Study





**Table 7 – Intersection Performance – Future (2031) Without Project**

	Study Intersections	City	Analysis Methodology	AM Peak Hour		PM Peak Hour	
				V/C or Delay (secs)	LOS	V/C or Delay (secs)	LOS
1	Western Ave & Pacific Coast Hwy	Los Angeles	CMA	1.080	F	1.137	F
2	Normandie Ave & Pacific Coast Hwy	Los Angeles	CMA	0.800	C	0.800	C
3	Vermont Ave & Pacific Coast Hwy	Los Angeles	CMA	0.942	E	0.870	D
4	Western Ave & Anaheim St	Los Angeles	CMA	0.710	C	0.585	A
5	Palos Verdes Dr E & Palos Verdes Dr N	Rolling Hills Estates	ICU	0.829	D	0.770	C
6	Western Ave & Palos Verdes Dr N	Lomita	ICU	1.242	F	1.255	F
7	President Ave & Palos Verdes Dr N [a]	Los Angeles	HCM	>100	F	41.1	E
8	Gaffey St/Vermont Ave & Anaheim St/N. Palos Verdes Dr	Los Angeles	CMA	0.924	E	0.970	E
9	Figuerola Pl & Anaheim St	Los Angeles	CMA	0.953	E	0.991	E
10	Figuerola St & Anaheim St	Los Angeles	CMA	0.992	E	1.255	F
11	Palos Verdes Dr E & Miraleste Dr [a]	Rancho Palos Verdes	HCM	> 100	F	> 100	F
12	Western Ave & Trudie Dr/Capitol Dr	Rancho Palos Verdes	ICU	1.069	F	0.985	E
13	Miraleste Dr & Via Colinita Ave [a]	Rancho Palos Verdes	HCM	22.1	C	20.3	C
14	Western Ave & Crestwood St	Rancho Palos Verdes	ICU	0.881	D	0.903	E
15	Miraleste Dr & 1st St [a]	Rancho Palos Verdes	HCM	24.6	C	17.0	C
16	Western Ave & 1st St	Los Angeles	CMA	1.038	F	0.980	E
17	Palos Verdes Dr E & Crest Rd	Rancho Palos Verdes	ICU	0.543	A	0.441	A

Note:

ICU - Intersection Capacity Utilization Method (V/C), CMA - Critical Movement Analysis Method (V/C), HCM - Highway Capacity Manual Method (Delay)

[a] Stop controlled intersection. Average delay & corresponding LOS shown for most constrained movement(s).

As shown in Table 7, 6 of the 17 study intersections are projected to operate at LOS D or better during both the AM and PM peak hour periods under the Future (2031) Without Project conditions. The following 11 study intersections are projected to operate at LOS E or F during one or both study periods under the Future (2031) Without Project conditions:

- Western Avenue and Pacific Coast Highway (AM and PM Peak Hours)
- Vermont Avenue and Pacific Coast Highway (AM Peak Hour)
- Western Avenue and Palos Verdes Drive North (AM and PM Peak Hours)
- President Avenue and Palos Verdes Drive North (AM and PM Peak Hours)
- Gaffey Street/Vermont Avenue and Anaheim Street/Palos Verdes Drive North (AM and PM Peak Hours)
- Figuerola Place and Anaheim Street (AM and PM Peak Hours)
- Figuerola Street and Anaheim Street (AM and PM Peak Hours)
- Palos Verdes Drive East and Miraleste Drive (AM and PM Peak Hours)
- Western Avenue and Trudie Drive/Capitol Drive (AM and PM Peak Hours)
- Western Avenue and Crestwood Street (PM Peak Hour)
- Western Avenue and 1<sup>st</sup> Street (AM and PM Peak Hours)

## 6. Future (2031) With Project

### 6.1 Project Related Improvements

As discussed previously, the northbound approach at the intersection of President Avenue and Palos Verdes Drive North would be improved to provide a shared left-through lane and an exclusive right turn lane as part of the project.

### 6.2 Future With Project Intersection Levels of Service

This section documents future traffic conditions at the study intersections with the addition of net project-generated traffic. Traffic volumes for these conditions were derived by adding the project trip increase to the Future Without Project volumes. Figures 17 and 18 illustrate the AM and PM peak-hour turn movement volumes at the study intersections under Future With Project conditions.

Table 8 summarizes the resulting level of service values at the study intersections for Future (2031) With Project conditions. The traffic analysis worksheets for this scenario are provided in Appendix F for intersections located in the City of Los Angeles and in Appendix K for intersections located in the cities of Rancho Palos Verdes, Rolling Hills Estates and Lomita.

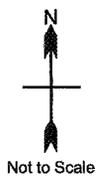
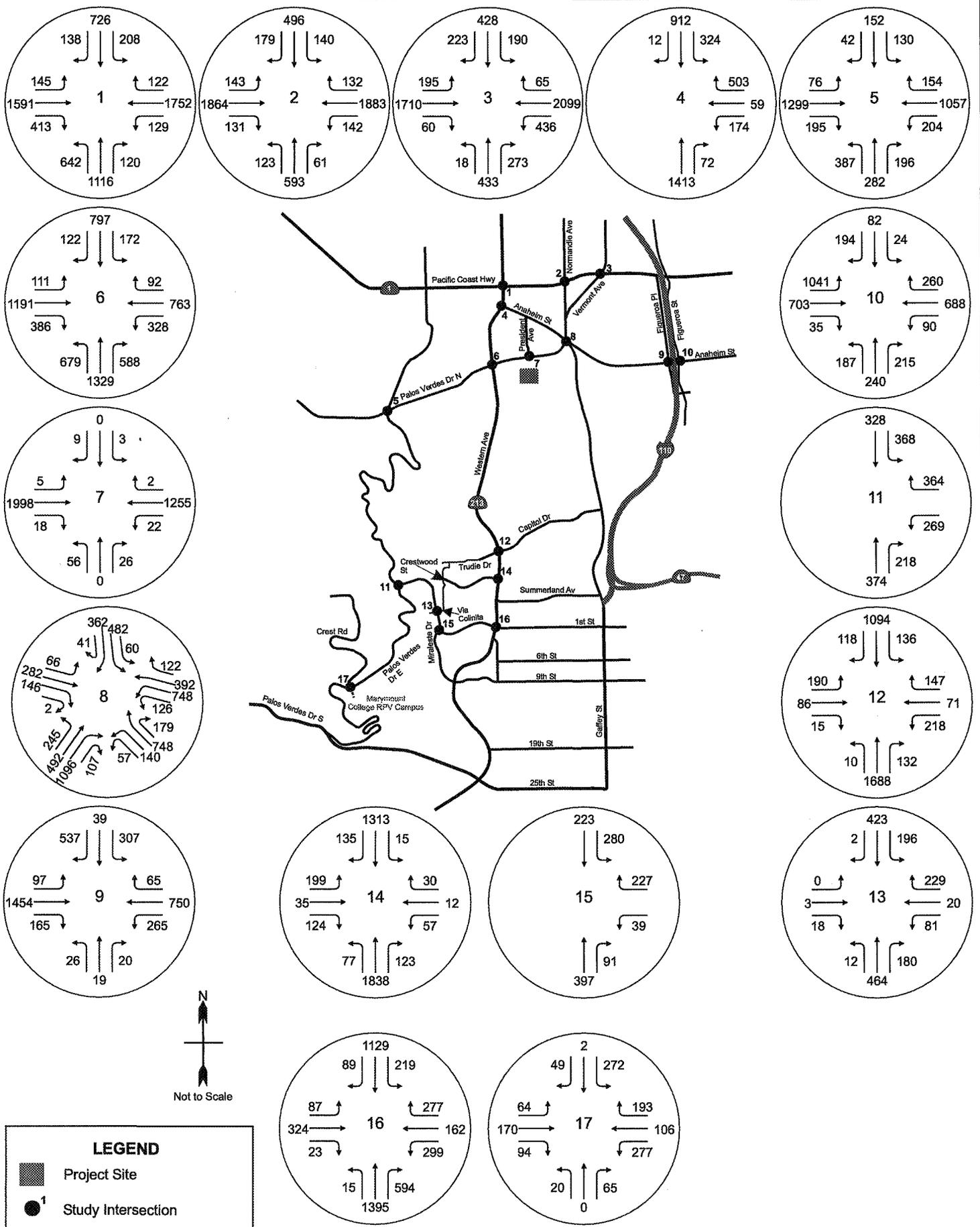
**Table 8 – Intersection Performance – Future (2031) With Project**

	Study Intersections	City	Analysis Methodology	AM Peak Hour		PM Peak Hour	
				V/C or Delay (secs)	LOS	V/C or Delay (secs)	LOS
1	Western Ave & Pacific Coast Hwy	Los Angeles	CMA	1.080	F	1.144	F
2	Normandie Ave & Pacific Coast Hwy	Los Angeles	CMA	0.800	C	0.800	D
3	Vermont Ave & Pacific Coast Hwy	Los Angeles	CMA	0.942	E	0.872	D
4	Western Ave & Anaheim St	Los Angeles	CMA	0.710	C	0.594	A
5	Palos Verdes Dr E & Palos Verdes Dr N	Rolling Hills Estates	ICU	0.849	D	0.786	C
6	Western Ave & Palos Verdes Dr N	Lomita	ICU	1.259	F	1.269	F
7	President Ave & Palos Verdes Dr N [a]	Los Angeles	HCM	> 100	F	> 100	F
8	Gaffey St/Vermont Ave & Anaheim St/N. Palos Verdes Dr	Los Angeles	CMA	0.930	E	0.979	E
9	Figueroa Pl & Anaheim St	Los Angeles	CMA	0.960	E	1.021	F
10	Figueroa St & Anaheim St	Los Angeles	CMA	0.993	E	1.266	F
11	Palos Verdes Dr E & Miraleste Dr [a]	Rancho Palos Verdes	HCM	> 100	F	> 100	F
12	Western Ave & Trudie Dr/Capitol Dr	Rancho Palos Verdes	ICU	1.071	F	0.990	E
13	Miraleste Dr & Via Colinita Ave [a]	Rancho Palos Verdes	HCM	22.6	C	20.8	C
14	Western Ave & Crestwood St	Rancho Palos Verdes	ICU	0.882	D	0.911	E
15	Miraleste Dr & 1st St [a]	Rancho Palos Verdes	HCM	25.2	D	17.3	C
16	Western Ave & 1st St	Los Angeles	CMA	1.038	F	0.984	E
17	Palos Verdes Dr E & Crest Rd	Rancho Palos Verdes	ICU	0.579	A	0.486	A

Note:

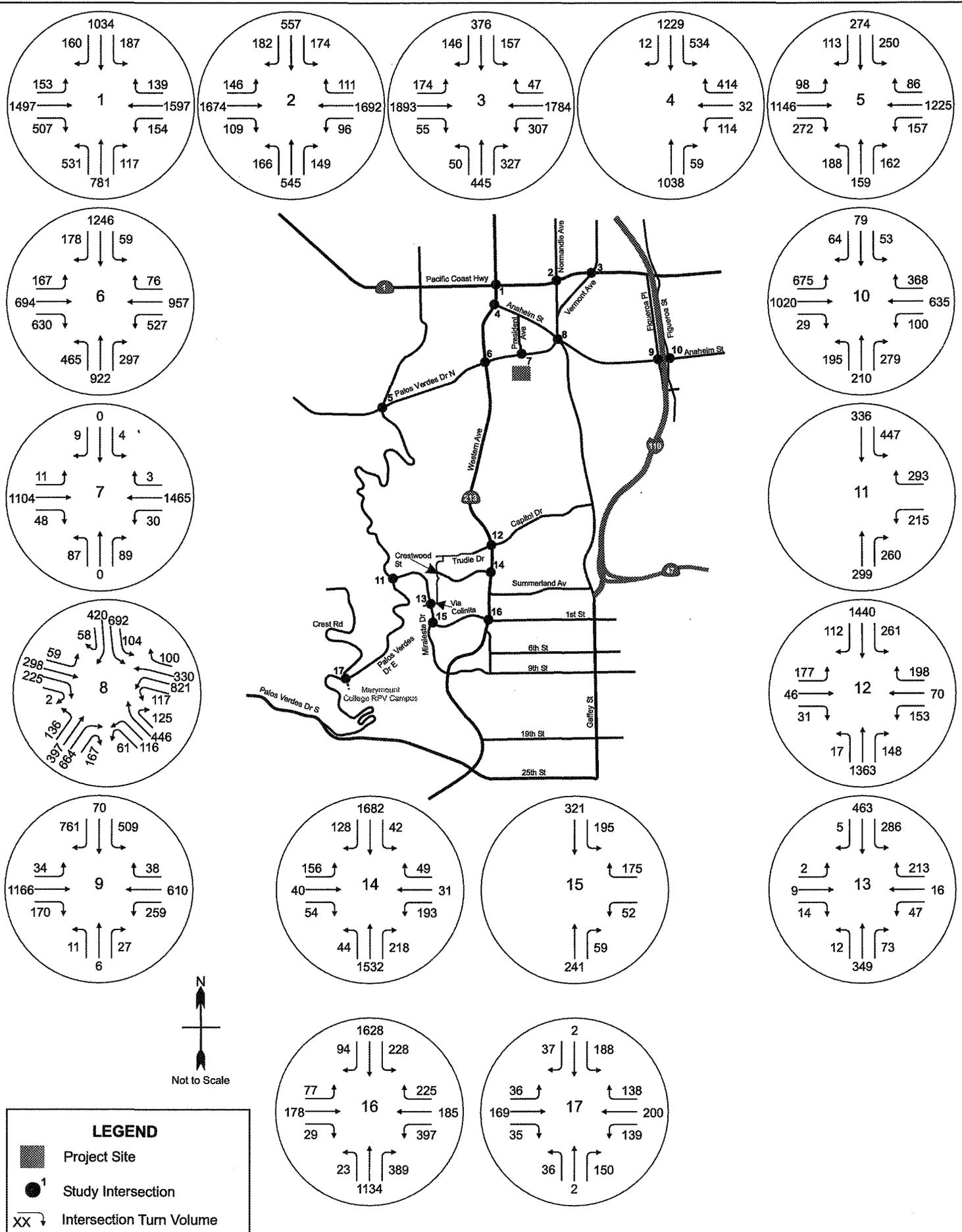
ICU - Intersection Capacity Utilization Method (V/C), CMA - Critical Movement Analysis Method (V/C), HCM - Highway Capacity Manual Method (Delay)

[a] Stop controlled intersection. Average delay & corresponding LOS shown for most constrained movement(s).



**LEGEND**

- Project Site
- Study Intersection
- Intersection Turn Volume



As shown in Table 8, 6 of the 17 study intersections are projected to operate at LOS D or better during both the AM and PM peak hour periods under the Future (2031) With Project conditions. The following 11 study intersections are projected to operate at LOS E or F during one or both study periods.

- Western Avenue and Pacific Coast Highway (AM and PM Peak Hours)
- Vermont Avenue and Pacific Coast Highway (AM Peak Hour)
- Western Avenue and Palos Verdes Drive North (AM and PM Peak Hours)
- President Avenue and Palos Verdes Drive North (AM and PM Peak Hours)
- Gaffey Street/Vermont Avenue and Anaheim Street/Palos Verdes Drive North (AM and PM Peak Hours)
- Figueroa Place and Anaheim Street (AM and PM Peak Hours)
- Figueroa Street and Anaheim Street (AM and PM Peak Hours)
- Palos Verdes Drive East and Miraleste Drive (AM and PM Peak Hours)
- Western Avenue and Trudie Drive/Capitol Drive (AM and PM Peak Hours)
- Western Avenue and Crestwood Street (PM Peak Hour)
- Western Avenue and 1<sup>st</sup> Street (AM and PM Peak Hours)

## 7. Project Traffic Impacts and Mitigation Measures

### 7.1 Determination of Traffic Impacts

Traffic impacts are identified if a proposed development will result in a significant adverse change in traffic conditions at a study intersection. A significant impact is typically identified if project-related traffic will cause service levels to deteriorate beyond a threshold limit specified by the overseeing agency. A traffic impact can also be significant if an intersection is already operating below the poorest acceptable level and project traffic will cause a further decline below a certain threshold.

#### City of Los Angeles Significant Impact Criteria

LADOT has established specific thresholds for project traffic-related increases in the volume-to-capacity ratio (V/C) of a study intersection. The following increases in the peak-hour V/C ratio are considered “significant” impacts:

Level of Service	Final V/C*	Project Related V/C Increase
C	< 0.700 – 0.800	Equal to or greater than 0.040
D	< 0.800– 0.900	Equal to or greater than 0.020
E and F	0.901 or more	Equal to or greater than 0.010

\* Final V/C is the V/C ratio at an intersection, considering impacts from the project, ambient growth and related projects growth, and without proposed traffic impact mitigations.

#### City of Rancho Palos Verdes

The County of Los Angeles thresholds of significance criteria was used to determine the project related traffic impact for the signalized study intersections in the City of Rancho Palos Verdes. The following increases in peak-hour V/C ratios are considered “significant” impacts:

Level of Service	Pre-Project V/C	Project Related V/C Increase
C	< 0.700 – 0.800	Equal to or greater than 0.040
D	< 0.800– 0.900	Equal to or greater than 0.020
E and F	0.901 or more	Equal to or greater than 0.010

The City of Rancho Palos Verdes uses the following significance criteria to determine the project related traffic impact at an unsignalized intersection:

Level of Service	Pre-Project Delay (Seconds)	Project Related Delay Increase (Seconds)
E or F	35.1 or more	2.0 or more

#### City of Rolling Hills Estates

A traffic impact is identified at a signalized intersection in the City of Rolling Hills Estates when one or

more of the following conditions occur:

- A change in LOS with the project from C to D, or D to E
- The LOS is at C or D with project traffic, and the change in V/C value is greater than 0.02
- The LOS is at E or F with project traffic, and the change in V/C value is greater than 0.01

#### City of Lomita

For the signalized intersection in the City of Lomita, a traffic impact is identified when the addition of project traffic increases the level of service to an unacceptable level (i.e. LOS E or F). In addition, the City of Lomita's Traffic Study Guidelines also state that a project that causes the degradation of traffic operations shall mitigate the impacts caused by the development to the greatest extent possible.

#### **7.2 Project Traffic Impacts – Existing Plus Project**

Table 9 provides a summary of the V/C (or average delay) and LOS values for the Existing and Existing Plus Project scenarios. Traffic impacts created by the proposed project are determined by comparing the Existing conditions to the Existing Plus Project conditions. The overall traffic impacts created by the proposed project and determination of a significant impact based on each city's criteria are provided in the right three columns of the table.

It should be noted that the City of Los Angeles does not have a significant traffic impact criteria for an intersection that is stop-controlled. For the intersection of President Avenue and Palos Verdes Drive North, the V/C value was also calculated based on the CMA methodology and assuming a capacity of 1,200 vehicles per hour per lane (vphpl) in order to determine the project impact in terms of V/C.

As indicated in Table 9, the proposed project is anticipated to have a significant traffic impact at the following six study intersections:

- Palos Verdes Drive East and Palos Verdes Drive North (AM Peak Hour)
- Western Avenue and Palos Verdes Drive North (AM and PM Peak Hours)
- President Avenue and Palos Verdes Drive North (AM and PM Peak Hours)
- Figueroa Place and Anaheim Street (PM Peak Hour)
- Figueroa Street and Anaheim Street (PM Peak Hour)
- Palos Verdes Drive East and Miraleste Drive (AM and PM Peak Hours)

#### **7.3 Project Traffic Impacts – Future (2031) With Project**

Table 10 provides a summary of the V/C (or average delay) and LOS values for Future With Project conditions. Traffic impacts created by the project are determined by comparing the Future Without Project conditions to the Future With Project conditions. The overall traffic impacts created by the proposed project and determination of a significant impact based on each city's criteria are provided in the right three columns of the table.

As noted previously, the V/C value was also calculated for the intersection of President Avenue and Palos Verdes Drive North in order to determine the project impact in terms of V/C.

Table 9 – Determination of Project Impacts – Existing Plus Project

Study Intersections	City	Analysis Methodology	Existing (2011)						Existing Plus Project						Significant Impact ?
			AM Peak Hour		PM Peak Hour		V/C or Delay (secs)		AM Peak Hour		PM Peak Hour		V/C or Delay (secs)		
			Delay (secs)	LOS	Delay (secs)	LOS	Delay (secs)	LOS	Delay (secs)	LOS	Delay (secs)	LOS	Delay (secs)	LOS	
1 Western Ave & Pacific Coast Hwy	Los Angeles	CMA	0.881	D	0.908	E	0.881	D	0.916	E	0.000	0.008	No		
2 Normandie Ave & Pacific Coast Hwy	Los Angeles	CMA	0.651	B	0.647	B	0.651	B	0.647	B	0.000	0.000	No		
3 Vermont Ave & Pacific Coast Hwy	Los Angeles	CMA	0.808	D	0.720	C	0.808	D	0.721	C	0.000	0.001	No		
4 Western Ave & Anaheim St	Los Angeles	CMA	0.539	A	0.454	A	0.539	A	0.463	A	0.000	0.008	No		
5 Palos Verdes Dr E & Palos Verdes Dr N	Rolling Hills Estates	ICU	0.732	C	0.700	B	0.752	C	0.715	C	0.020	0.015	Yes		
6 Western Ave & Palos Verdes Dr N	Lomita	ICU	0.924	E	0.969	E	0.942	E	0.982	E	0.018	0.013	Yes		
7 President Ave & Palos Verdes Dr N [a]	Los Angeles	HCM	31.7	D	24.2	C	>100	F	72.5	F	-	48.3	-		
		CMA	0.439		0.353		0.484		0.412		0.045	0.059	Yes		
8 Gaffey St/Vermont Ave & Anaheim St/N. Palos Verdes Dr	Los Angeles	CMA	0.738	C	0.776	C	0.744	C	0.785	C	0.006	0.009	No		
9 Figueroa Pl & Anaheim St	Los Angeles	CMA	0.774	C	0.816	D	0.781	C	0.846	D	0.007	0.030	Yes		
10 Figueroa St & Anaheim St	Los Angeles	CMA	0.815	D	1.029	F	0.816	D	1.040	F	0.001	0.011	Yes		
11 Palos Verdes Dr E & Miraleste Dr [a]	Rancho Palos Verdes	HCM	74.0	F	99.1	F	>100	N/A	>100	N/A	-	-	Yes		
12 Western Ave & Trudie Dr/Capitol Dr	Rancho Palos Verdes	ICU	0.929	E	0.828	D	0.931	E	0.834	D	0.002	0.006	No		
13 Miraleste Dr & Via Colimita Ave [a]	Rancho Palos Verdes	HCM	14.2	B	18.8	C	18.5	C	19.9	C	4.3	1.1	No		
14 Western Ave & Crestwood St	Rancho Palos Verdes	ICU	0.783	C	0.796	C	0.784	C	0.803	D	0.001	0.007	No		
15 Miraleste Dr & 1st St [a]	Rancho Palos Verdes	HCM	16.2	C	13.3	B	16.4	C	13.4	B	0.2	0.1	No		
16 Western Ave & 1st St	Los Angeles	CMA	0.877	D	0.848	D	0.877	D	0.853	D	0.000	0.004	No		
17 Palos Verdes Dr E & Crest Rd	Rancho Palos Verdes	ICU	0.424	A	0.348	A	0.443	A	0.365	A	0.019	0.017	No		

Note:

ICU - Intersection Capacity Utilization Method (V/C), CMA - Critical Movement Analysis Method (V/C), HCM - Highway Capacity Manual Method (Delay)

[a] Stop controlled intersection. Average delay & corresponding LOS shown for most constrained movement(s).

7. Project Traffic Impacts and Mitigation Measures

Table 10 – Determination of Project Impacts – Future (2031) With Project

Study Intersections	City	Analysis Methodology	Future Without Project				Future With Project				Change in V/C or Delay (secs)		Significant Impact?
			AM Peak Hour	PM Peak Hour	LOS	V/C or Delay (secs)	AM Peak Hour	PM Peak Hour	LOS	V/C or Delay (secs)	AM Peak Hour	PM Peak Hour	
			V/C or Delay (secs)	V/C or Delay (secs)	LOS	V/C or Delay (secs)	V/C or Delay (secs)	V/C or Delay (secs)	LOS	V/C or Delay (secs)	V/C or Delay (secs)	V/C or Delay (secs)	
1 Western Ave & Pacific Coast Hwy	Los Angeles	CMA	1.080	1.137	F	1.080	1.144	F	0.000	0.007	No		
2 Normandie Ave & Pacific Coast Hwy	Los Angeles	CMA	0.800	0.800	C	0.800	0.800	D	0.000	0.001	No		
3 Vermont Ave & Pacific Coast Hwy	Los Angeles	CMA	0.942	0.870	E	0.942	0.872	D	0.000	0.001	No		
4 Western Ave & Anaheim St	Los Angeles	CMA	0.710	0.585	C	0.710	0.594	A	0.000	0.009	No		
5 Palos Verdes Dr E & Palos Verdes Dr N	Rolling Hills Estates	ICU	0.829	0.770	D	0.849	0.786	C	0.020	0.016	Yes		
6 Western Ave & Palos Verdes Dr N	Lomita	ICU	1.242	1.255	F	1.259	1.269	F	0.017	0.014	Yes		
7 President Ave & Palos Verdes Dr N [a]	Los Angeles	HCM	>100	41.1	F	>100	>100	F	-	-	-		
		CMA	0.591	0.443		0.635	0.500		0.044	0.057	Yes		
8 Gaffey St/Vermont Ave & Anaheim St/N. Palos Verdes Dr	Los Angeles	CMA	0.924	0.970	E	0.930	0.979	E	0.006	0.009	No		
9 Figueroa Pl & Anaheim St	Los Angeles	CMA	0.953	0.991	E	0.960	1.021	F	0.007	0.030	Yes		
10 Figueroa St & Anaheim St	Los Angeles	CMA	0.992	1.255	E	0.993	1.266	F	0.001	0.011	Yes		
11 Palos Verdes Dr E & Miralaste Dr [a]	Rancho Palos Verdes	HCM	>100	>100	F	>100	>100	F	-	-	Yes		
12 Western Ave & Trudie Dr/Capitol Dr	Rancho Palos Verdes	ICU	1.069	0.985	F	1.071	0.990	E	0.002	0.005	No		
13 Miralaste Dr & Via Colinita Ave [a]	Rancho Palos Verdes	HCM	22.1	20.3	C	22.6	20.8	C	0.5	0.5	No		
14 Western Ave & Crestwood St	Rancho Palos Verdes	ICU	0.881	0.903	D	0.882	0.911	E	0.001	0.008	No		
15 Miralaste Dr & 1st St [a]	Rancho Palos Verdes	HCM	24.6	17.0	C	25.2	17.3	C	0.6	0.3	No		
16 Western Ave & 1st St	Los Angeles	CMA	1.038	0.980	F	1.038	0.984	E	0.000	0.004	No		
17 Palos Verdes Dr E & Crest Rd	Rancho Palos Verdes	ICU	0.543	0.441	A	0.579	0.486	A	0.036	0.045	No		

Note:

ICU - Intersection Capacity Utilization Method (V/C), CMA - Critical Movement Analysis Method (V/C), HCM - Highway Capacity Manual Method (Delay)

[a] Stop controlled intersection. Average delay & corresponding LOS shown for most constrained movement(s).

As indicated in Table 10, the proposed project is anticipated to have a significant traffic impact at the following six study intersections:

- Palos Verdes Drive East and Palos Verdes Drive North (AM Peak Hour)
- Western Avenue and Palos Verdes Drive North (AM and PM Peak Hours)
- President Avenue and Palos Verdes Drive North (AM and PM Peak Hours)
- Figueroa Place and Anaheim Street (PM Peak Hour)
- Figueroa Street and Anaheim Street (PM Peak Hour)
- Palos Verdes Drive East and Miraleste Drive (AM and PM Peak Hours)

#### **7.4 Proposed Mitigation Measures**

As discussed in the previous section, the project would result in a significant traffic impact at six study intersections. The following summarizes the recommended mitigation measures to offset the potential project traffic impacts at the six study intersections.

5. Palos Verdes Drive East and Palos Verdes Drive North - Restripe and modify the existing island on westbound Palos Verdes Drive North and install dual left-turn lanes. This improvement would require approval from the City of Rolling Hills Estates. The project will contribute its fair share of the cost of the improvement.

6. Western Avenue and Palos Verdes Drive North - Modify the existing median, traffic signal equipment and striping to provide dual left-turn lanes on westbound Palos Verdes Drive North. This intersection is located in the City of Lomita. In addition, Western Avenue is under the jurisdiction of Caltrans. Thus, this improvement would require approval from the City of Lomita and Caltrans. The project will contribute its fair share of the cost of the improvement.

7. President Avenue and Palos Verdes Drive North - Install a traffic signal at this intersection. A peak hour signal warrant analysis was conducted for the Existing Plus Project and Future With Project conditions. The signal warrant analysis was based on the 2010 California Manual on Uniform Traffic Control Devices (MUTCD). The warrant worksheets are attached in Appendix E. Based on the peak hour warrant, a traffic signal is warranted at this intersection. It should be noted that the signal warrant analysis assumes full buildout of the project. As discussed previously, the San Pedro Campus would be developed as a multi-phased project. It is recommended that traffic volumes at this location be reevaluated prior to completion of each project phase, and that a traffic signal be required when the traffic volumes including the project phase component warrant a traffic signal.

9. Figueroa Place and Anaheim Street - Modify the existing traffic signal and install a southbound right-turn signal phase that would overlap with the eastbound signal phase at the adjacent intersection of Anaheim Street/Figueroa Street. The intersection would also operate with northbound and southbound split phases. In order to accommodate the northbound/southbound split phase operation, the crosswalk on the east leg of the intersection would be removed. Based on the existing traffic count data, this crosswalk has nominal pedestrian traffic (i.e. three pedestrian during the AM peak hour and two pedestrians during the PM peak hour). A Synchro analysis was conducted that shows the signal coordination improvement at the two intersections. The Synchro analysis worksheets are found in Appendix M. The analysis showed an improvement

in overall traffic operations. This improvement is considered to be acceptable as mitigation for this intersection.

10. Figueroa Street and Anaheim Street - Restripe Figueroa Street to provide an exclusive right-turn only lane in the southbound direction and an exclusive left-turn lane in the northbound direction.

11. Palos Verdes Drive East and Miraleste Drive - Install a traffic signal at this intersection. The traffic signal operation would include a protected left-turn phase in the southbound direction and a westbound right-turn overlap phase concurrent with the southbound left-turn phase. A peak hour signal warrant analysis was conducted based on the 2010 California Manual on Uniform Traffic Control Devices (MUTCD) for all of the study scenarios. Based on the peak hour traffic signal warrant analysis, installation of a traffic signal is warranted at this intersection. It should be noted that the signal warrant is satisfied under all of the study scenarios. Thus, a traffic signal is warranted with or without the addition of project traffic. The warrant worksheets are attached in Appendix E. This improvement is a condition of approval for the Marymount College RPV Campus CUP. Approval of this improvement as a mitigation measure for the proposed project would require approval from the City of Rancho Palos Verdes.

Figure 19 depicts the lane configurations and traffic control at the study intersections with the recommended mitigation measures.

As discussed previously, the San Pedro Campus will be a multi-phased project with future development conditioned upon updated traffic studies to coincide with major phases of the project's build out. For the purpose of analyzing traffic impacts for this project, a 20-year build out horizon (Year 2031) is assumed. It should be noted that the implementation of project phases will be subject to funding availability and the demand for campus expansion. Thus, the analysis of project phase components was not conducted within this traffic study.

Tables 11 and 12 show the V/C, Delay and LOS results for the study intersections with implementation of the recommended mitigation measures under the Existing Plus Project and Future With Project conditions, respectively. As shown in these tables, the project traffic impacts would be reduced to a less-than-significant level with implementation of the mitigation measures. The traffic analysis worksheets for the 'Existing Plus Project Plus Mitigation' and 'Future With Project Plus Mitigation' scenarios are provided in Appendix F for intersections located in the City of Los Angeles. The traffic analysis worksheets for the 'Existing Plus Project Plus Mitigation' and 'Future With Project Plus Mitigation' scenarios are provided in Appendices I and L, respectively, for intersections located in the cities of Rancho Palos Verdes, Rolling Hills Estates and Lomita.

7. Project Traffic Impacts and Mitigation Measures

Table 11 – Mitigation LOS Summary – Existing Plus Project

Study Intersections	City	Analysis Methodology	Existing (2011)						Existing Plus Project						Change in V/C or Delay (secs)	Significant Impact?	Existing Plus Project + Mitigation	Change in V/C or Delay (secs)	Residual Significant Impact?		
			AM Peak Hour		PM Peak Hour		V/C or Delay (secs)		AM Peak Hour		PM Peak Hour		V/C or Delay (secs)								
			LOS	Delay (secs)	LOS	Delay (secs)	LOS	Delay (secs)	LOS	Delay (secs)	LOS	Delay (secs)	LOS	Delay (secs)							
5 Palos Verdes Dr E & Palos Verdes Dr N	Rolling Hills Estates	ICU	0.732	C	0.700	B	0.752	C	0.715	C	0.982	E	0.816	D	0.779	C	0.995	E	-0.036	-0.034	No
6 Western Ave & Palos Verdes Dr N	Los Angeles	ICU	0.924	E	0.869	E	0.942	E	0.882	E	0.982	E	0.816	D	0.867	D	0.889	D	-0.057	-0.080	No
7 President Ave & Palos Verdes Dr N [a]	Los Angeles	HCM	31.7	D	24.2	C	> 100	F	72.5	F	> 100	F	> 100	F	0.387	A	0.329	A	-	-	No
9 Figueroa Pl & Anaheim St	Los Angeles	CHA	0.439	C	0.353	C	0.484	D	0.412	D	0.494	D	0.316	D	0.439	C	0.412	D	-	-	No
10 Figueroa St & Anaheim St	Los Angeles	CHA	0.815	D	0.816	D	0.781	C	0.846	D	0.816	D	0.816	D	0.779	C	0.995	E	-0.036	-0.034	No
11 Palos Verdes Dr E & Miraltes Dr [a]	Rancho Palos Verdes	HCM	74.0	F	99.1	F	> 100	F	> 100	F	> 100	F	> 100	F	0.849	D	0.816	D	-	-	No

Note: ICU - Intersection Capacity Utilization Method (V/C), CHA - Critical Movement Analysis Method (V/C), HCM - Highway Capacity Manual Method (Delay)

[a] Stop controlled intersection. Average delay & corresponding LOS shown for most constrained movement(s).

[b] Mitigation includes modifying the existing traffic signal and installing a southbound right-turn signal phase that would overlap with the eastbound left-turn phase at the adjacent intersection at Anaheim Street/Figueroa Street. The traffic impact is considered less than significant with the proposed mitigation.

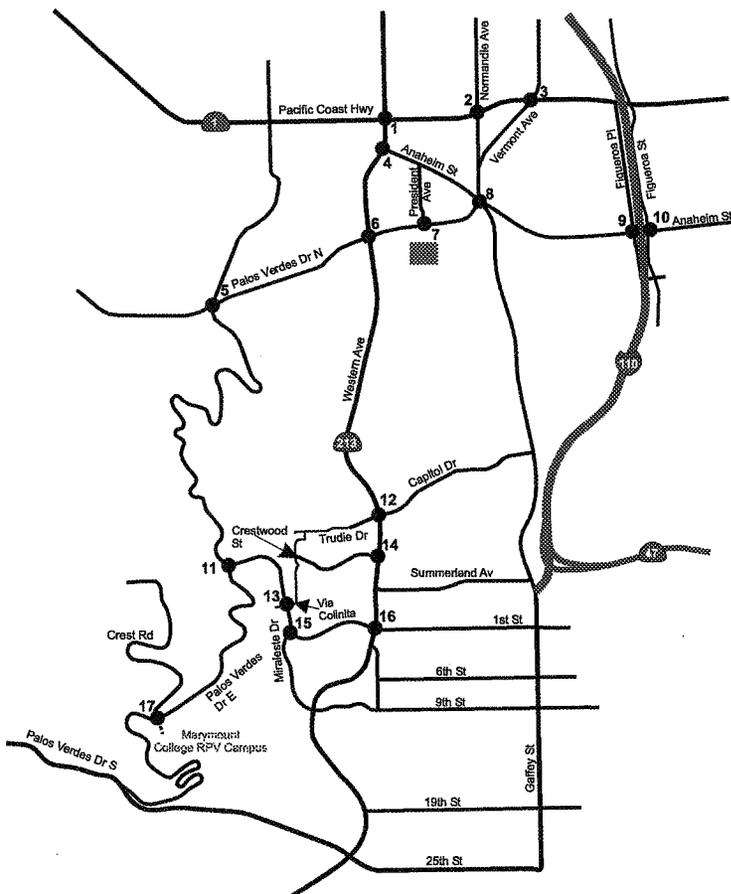
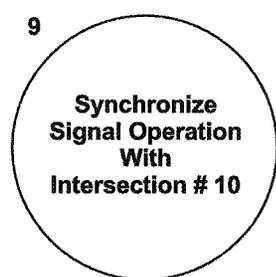
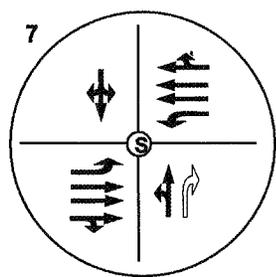
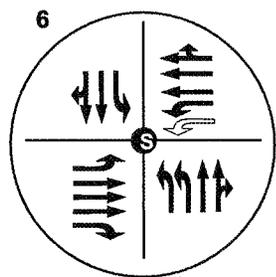
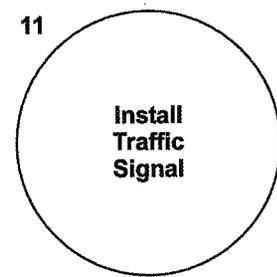
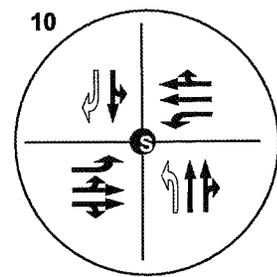
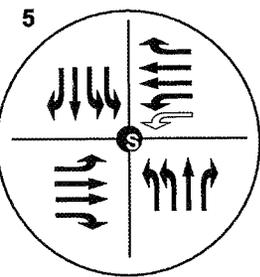
Table 12 – Mitigation LOS Summary – Future (2031) With Project

Study Intersections	City	Analysis Methodology	Future Without Project						Future With Project						Change in V/C or Delay (secs)	Significant Impact?	Future With Project + Mitigation	Change in V/C or Delay (secs)	Residual Significant Impact?		
			AM Peak Hour		PM Peak Hour		V/C or Delay (secs)		AM Peak Hour		PM Peak Hour		V/C or Delay (secs)								
			LOS	Delay (secs)	LOS	Delay (secs)	LOS	Delay (secs)	LOS	Delay (secs)	LOS	Delay (secs)	LOS	Delay (secs)							
5 Palos Verdes Dr E & Palos Verdes Dr N	Rolling Hills Estate	ICU	0.829	D	0.770	C	0.849	D	0.786	C	1.269	F	0.635	F	0.785	C	0.774	C	-0.044	0.004	No
6 Western Ave & Palos Verdes Dr N	Los Angeles	ICU	1.242	F	1.255	F	1.259	F	1.269	F	1.269	F	1.157	F	1.157	F	1.104	F	-0.085	-0.151	No
7 President Ave & Palos Verdes Dr N [a]	Los Angeles	HCM	> 100	F	41.1	F	> 100	F	> 100	F	> 100	F	> 100	F	0.508	A	0.400	A	-	-	No
9 Figueroa Pl & Anaheim St	Los Angeles	CHA	0.591	C	0.443	C	0.635	F	0.500	F	0.635	F	0.443	C	0.508	A	0.400	A	-	-	No
10 Figueroa St & Anaheim St	Los Angeles	CHA	0.953	E	0.991	E	0.960	E	1.021	F	0.960	E	0.960	E	0.956	E	1.218	F	-0.036	-0.037	No
11 Palos Verdes Dr E & Miraltes Dr [a]	Rancho Palos Verdes	HCM	0.992	E	1.255	F	0.993	F	1.266	F	1.266	F	0.993	F	0.956	E	0.912	E	-	-	No

Note: ICU - Intersection Capacity Utilization Method (V/C), CHA - Critical Movement Analysis Method (V/C), HCM - Highway Capacity Manual Method (Delay)

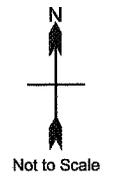
[a] Stop controlled intersection. Average delay & corresponding LOS shown for most constrained movement(s).

[b] Mitigation includes modifying the existing traffic signal and installing a southbound right-turn signal phase that would overlap with the eastbound left-turn phase at the adjacent intersection at Anaheim Street/Figueroa Street. The traffic impact is considered less than significant with the proposed mitigation.



**LEGEND**

- Project Location
- Study Intersection
- Signalized Intersection
- Intersection Lane Geometry
- Install New Traffic Signal
- Proposed Mitigation



## **8. Congestion Management Plan Conformance**

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This section demonstrates the ways in which this traffic study was prepared to be in conformance with the procedures mandated by the County of Los Angeles Congestion Management Program.

The Congestion Management Program (CMP) was created statewide because of Proposition 111 and has been implemented locally by the Los Angeles County Metropolitan Transportation Authority (Metro). The CMP for Los Angeles County requires that the traffic impact of individual development projects of potentially regional significance be analyzed. A specific system of arterial roadways plus all freeways comprises the CMP system. Per CMP Transportation Impact Analysis (TIA) Guidelines, a traffic impact analysis is conducted where:

- At CMP arterial monitoring intersections, including freeway on-ramps or off-ramps, where the proposed project will add 50 or more vehicle trips during either AM or PM weekday peak-hours.
- At CMP mainline freeway-monitoring locations, where the project will add 150 or more trips, in either direction, during either the AM or PM weekday peak-hours.

The nearest CMP arterial monitoring intersections to the project site are the intersections of Gaffey Street/9<sup>th</sup> Street, Pacific Coast Highway/Figueroa Street and Western Avenue/Toscanini Drive. Based on the incremental project trip generation estimates and traffic assignment presented in Section 3 of this report, the proposed project is not expected to add 50 or more new trips per hour to these locations. Therefore, no further analysis of this CMP monitoring intersection is required.

The nearest CMP mainline freeway monitoring location to the project site is the segment of the I-110 Freeway south of C Street. Based on the trip distribution and traffic assignment presented in Section 3, the proposed project is expected to add less than 150 new trips per hour to this freeway monitoring location. Therefore, no further analysis of CMP freeway monitoring stations is required.

## 9. Summary and Conclusions

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The following is a summary of the findings and results of the traffic impact analysis within this report.

- For existing (2011) conditions, all of the study intersections are operating at LOS D or better during both study peak hour periods with the exception of five study intersections.
- The proposed project is estimated to generate 2,214 net daily trips of which 83 net trips would occur during the AM peak-hour and 231 net trips would occur during the PM peak-hour.
- For the Existing Plus Project conditions, all of the study intersections are projected to operate at LOS D or better during both study peak hour periods with the exception of six study intersections.
- For the future (2031) conditions without development of the project, 6 of the 17 study intersections are projected to operate at LOS D or better during both of the weekday AM and PM peak hours. The remaining 11 study intersections are projected to operate at LOS E or F during the AM and PM peak hours.
- For the future (2031) conditions with project traffic included, the same 6 study intersections would operate at LOS D or better during both peak-hour periods, and the remaining 11 study intersections would operate at LOS E or F during one or both peak-hour periods.
- The proposed project would result in a significant traffic impact at the following six study intersections:
  - Palos Verdes Drive East and Palos Verdes Drive North
  - Western Avenue and Palos Verdes Drive North
  - President Avenue and Palos Verdes Drive North
  - Figueroa Place and Anaheim Street
  - Figueroa Street and Anaheim Street
  - Palos Verdes Drive East and Miraleste Drive
- In order to reduce the significant project traffic impacts to a less-than-significant level, a list of mitigation measures are recommended. The measures are summarized in Section 7.4 of this traffic report. The traffic impacts at the study intersections would be less than significant with implementation of the recommended mitigation measures.
- A peak hour traffic signal warrant analysis was conducted for the intersections of President Avenue/Palos Verdes Drive North and Palos Verdes Drive East/Miraleste Drive. The signal warrant analysis shows that a traffic signal is warranted with the addition of project traffic at the President Avenue/Palos Verdes Drive North intersection. It should be noted that the signal warrant analysis assumes full buildout of the project. As discussed previously, the San Pedro Campus would be developed as a multi-phased project. It is recommended that traffic volumes at this location be reevaluated prior to completion of each project phase, and that a traffic signal be required when the traffic volumes including the project phase component warrant a traffic signal. In addition, the signal warrant analysis shows that a traffic signal is warranted for all scenarios at the Palos Verdes Drive East/Miraleste Drive intersection.

- As a project improvement, the northbound approach of the intersection of President Avenue and Palos Verdes Drive North would be improved to provide a shared left-through lane and an exclusive right turn only lane. In addition, the project would have a new driveway located approximately 750 feet west of President Avenue. The secondary access would be restricted to right-turn in and right-turn out movements only.
- The proposed project would not have a significant traffic impact at any CMP monitoring intersections and freeway monitoring stations.