

# **CITY OF CARSON**

# PLANNING COMMISSION STAFF REPORT

PUBLIC HEARING: May 27, 2020

SUBJECT: Site Plan and Design Review (DOR) 1745-18

Conditional Use Permit (CUP) 1074-18

Specific Plan (SP) 18-18

General Plan Amendment (GPA) 108-18, Entitlement

Agreement (DA) 24-18.

APPLICANT: KL Fenix Corporation

19401 S. Main Street Gardena, CA 90248 Attn: Segovia Felipe

PROPERTY OWNER: Young Kim

KL Fenix Corporation 19401 S. Main Street Gardena, CA 90248

REQUEST: Consideration of applicant's proposal for construction

of 53,550-square-foot structure with 39,500 square feet of warehouse space, 14,050 square feet of office space, 6 loading docks, an open-air loading dock with 9 loading docks, 115 passenger vehicle parking

spaces, 475 cargo container/truck spaces

PROPERTY INVOLVED: 20601 S. Main Street

# **COMMISSION ACTION**

AYE	NO		AYE	NO	
		<b>Chairperson Pimentel</b>			Palmer
		Vice-Chair Madrigal			Rahman
		Cainglet			Rashad
		Fe'esago			Valdez
		Mitoma			Alt. Diaz Alt. Hellurud Alt. Zuniga

Item No. 5A

# I. Introduction

Applicant
KL Fenix Corporation
19401 S. Main Street
Gardena, CA 90248
Attn: Segovia Felipe

Property Owner
Young Kim
KL Fenix Corporation
19401 S. Main Street
Gardena, CA 90248

# Site History

The subject property was occupied by the Gardena Valley Landfill No. 1 & 2 from 1956 until 1959 and accepted approximately 75% residential municipal waste and 25% construction or industrial wastes. Industrial waste included crude oil derivatives (crude oil and tank bottoms), paint sludge, auto wash sludge, latex, molasses, cutting oil, and other semi-liquids. The average depth of the waste materials is approximately 25 feet. The former landfill was capped with approximately 5 feet of soil at the termination of landfill operations in 1959. The site has remained vacant ever since.

# **Project History**

On March 20, 2018, the City Council adopted Interim Urgency Ordinance No. 18-1805U, extending a moratorium for 12 months on the establishment, expansion, or modification of truck yards, logistics facilities, hazardous materials or waste facilities, container storage, and container parking (Moratorium). Section 6 of this Ordinance allowed the City Council to grant exceptions.

On June 6, 2018 and July 24, 2018, the applicant filed a request for an exception to the moratorium and the City Council granted the exception at its regularly scheduled meeting of August 21, 2018. The exception enabled the applicant to file for the required entitlement applications.

The exception was granted with the following conditions:

- Site Planning- Building area limited to 53,550 square feet; no truck traffic on Torrance Boulevard or Main Street; no truck access to the subject property from Main Street; minimum 25' foot landscaped setback on Main Street and 20' foot setback on Figueroa Street; the Main Street setback to include two artistic sculptures or equivalent; minimum of 5' foot landscaped interior setback, 50' foot building setback from the street and 140' foot setback for truck loading areas from the southerly property line; architecture to include large areas of glass along the streets and areas visible from streets to offer an office building appearance; maximum of 6 truck loading doors for the warehouse building and 9 docks for the open air loading dock; minimum 8' foot high solid wall at the perimeter of the subject property; the location and design of driveways may change as determined by staff;
- Use The use will be temporary in nature initially to be permitted for seven years
  from the date of issuance of the Certificate of Occupancy or final permit and with
  the possibility of three year automatic extensions; at the end of this period if the
  project is found to be consistent with Carson 2040 General Plan, Zoning
  Ordinance, and surrounding uses, an extension can be provided, alternately, the
  applicant would be required to make the project including all structures,
  architecture, setbacks, landscaped area, FAR, uses, etc. consistent with the

City's 2040 General Plan, Zoning designations, and surrounding areas at the time of the expiration of permits.

• Operations - Restrictions on operating hours for both Office Uses and Truck Operations; City to have access to all video surveillance cameras at all times to ensure trucks do not travel on Torrance Boulevard and Main Street; possibility to include language in the Development Agreement to levy fines of up to \$1,000 per occurrence if trucks originating or going to the site use Torrance Boulevard or Main Street; applicant to form, fund and participate in a Community Facilities District (CFD) and pay the Development Impact Fee (DIF) per established rates; the applicant is to deposit \$100,000 with the City which will be used to ensure compliance with the provisions of the Development Agreement as it relates to compliance during the operations as permitted under the Development Agreement; applicant's failure to accomplish any of the imposed deadlines will result in fines of \$500 per day and this would be deducted from the applicant's deposited funds of \$100,000.

# **II.** Project Description

### Use

The applicant is proposing a "cargo container parking" facility on the project site. The Specific Plan defines this use as "the parking of a trailer, detached from the tractor unit, on which is loaded one (1) or more cargo containers. On-site operational activities would include the mobilization of either imported goods that have just arrived from the Ports of Los Angeles and Long Beach or exported goods that are in transit to the Ports. The project also includes a warehouse component within the proposed building.

Hours of operation for the proposed office are not restricted. Hours of operation for the proposed cargo container parking facility would be 6:00 a.m. to 2:00 a.m. Monday through Friday and 6:00 a.m. to 6:00 p.m. on Saturdays, and closed on Sundays, refer to COA # 57.

# Structures and Vehicle Parking and Storage Spaces

The proposal includes a 53,550-square-foot structure on the eastern portion of the 14.33 acre property with 39,500 square feet of warehouse space, 14,050 square feet of office space and 6 loading docks within a two-story building. The proposal also includes an open-air loading dock with 9 loading docks. The site plan includes 115 passenger vehicle parking spaces, 400 cargo container parking spaces and 75 truck parking spaces for a total of 475 cargo container/truck spaces (Truck Spaces).

### Access

The applicant's proposed Specific Plan and Site Plan are inconsistent with each other with respect to the number and location of the access points. Conditions of approval have been included to rectify this inconsistency (COA #18 & 60(d)). The site plan proposes vehicular access from two existing driveways on Main Street and two existing driveways on Figueroa Street.

# Setbacks

The proposed facility has a 25-foot setback along Main Street, a 20-foot setback along Figueroa Street and 5 foot of landscaped setbacks along Northern and Southern property lines. The building is setback 50 feet from the Southern property line and the loading docks are setback 150 feet from the same.

### Fencing

The Developer proposes an 8-foot high fencing all around the property. Fencing materials will be a combination of pre-cast concrete panel walls and wrought-iron fencing. Main Street will have only wrought-iron fencing, Northern and Southern property lines will have concrete panel walls which Figueroa Street side will have a combination of the two materials.

# Landscaping and Art

Since the site is a former landfill, landscaping will be provided in raised planter beds installed along the northern and southern perimeter wall. Developer will install new or will replace existing trees along Main Street and Figueroa Street.

In addition, the applicant is required to provide two artistic features along Main Street. (COA #27)

# **III. Required Applications**

The applicant is proposing the following concurrent applications:

# • General Plan Amendment

The General Plan Land Use Designation for the subject property is MU-BP (Mixed-Use Business Park). There are two types of Business Park Designations in the General Plan. Carson General Plan section 4.3 defines these land use designation as follows:

Business Park: "The Business Park designation is intended to provide an attractive, high quality industrial/business park primarily for offices, light manufacturing and assembly, and research and development. Warehousing of a small scale (for example, no more than one ground level loading door per x square feet of building) in conjunction with a permitted primary use will be allowed.......Both scales of Business Park are intended to provide harmonious transition to residential development and neighborhoods by:

- 1) conducting all business activities and essentially all storage inside buildings
- 2) consisting of low profile, high quality, and attractive buildings that are compatible with existing and anticipated development in the area,
- 3) providing open space, quality landscaping, and berms that achieve a park-like setting,
- 4) including buffering of parking, loading doors, and other similar functions."

Mixed Use Business Park: "All areas southwest of I-405 and north of Torrance Boulevard and the Carson Marketplace Specific Plan site are designated MU-BP,

with a combination of regional commercial and business park/ limited industrial uses. No residential uses would be allowed."

In addition the General Plan contains the following language for the MU-BP: "A new zoning overlay will be created for each of the Mixed Use areas. These zoning overlays could be patterned after the existing Carson Street Mixed Use Overlay Zone."

The current proposal is not allowed within the Mixed-Use Business Park General Plan land use designation. However, the proposed could be considered to be consistent with other similar uses such as truck yards and truck terminals allowed in the HI (Heavy Industrial) General Plan Land Use Designation. Carson General Plan Section 4.3 defines this land use designation as follows:

"The Heavy Industrial designation is intended to provide for the full range of industrial uses that are acceptable within the community, but whose operations are more intensive and may have nuisance or hazardous characteristics, which for reasons of health, safety, environmental effects, or general welfare, are best segregated from other uses. Extractive, primary processing, construction yards, rail operations, truck yards and terminals, and food processing industries are typical of this designation."

The proposed project requires a General Plan Amendment to change the land use designation of the site from MU-BP to HI.

# • Zone Change (Specific Plan)

The zoning for the site is Manufacturing Light with a Landfill Overlay (ML-ORL). Since the General Plan Land Use Designation of the site is required to be changed to Heavy Industrial to allow the proposed use, the ML-ORL zoning designation would no longer be consistent with the HI land use designation. Therefore, a zone change is required for the project. Rather than changing the zoning of the site to Manufacturing Heavy (MH) which would allow a host of uses not appropriate for this area, the Exception approval required the applicant to file for a Specific Plan to allow the proposed use. The Specific Plan allows the proposed use with a Conditional Use Permit. In addition, the Specific Plan provides for development standards and design quidelines to ensure an orderly development.

### Entitlement Agreement

The approval of the Exception Resolution by the City Council contemplated the temporary nature of the use to be monitored and enforced through a Development Agreement. The Exception Resolution required the applicant to file for a Development Agreement application to ensure the City can terminate the use if the project is not in full compliance of the approvals.

### Conditional Use Permit

Two Conditional Use Permits are required for the project, one for the proposed use and the other to allow development on a Landfill Overlay (ORL) designated site.

CMC Section 9141.12 requires approval of a Conditional Use Permit by both the Planning Commission and the City Council for all developments with the ORL designation. More specifically, CMC Section 9141.12.A. states:

"No use except as hereinafter provided shall be permitted on property designated as ORL (Organic Refuse Landfill) without the approval of a conditional use permit by both the Commission and the Council. Such conditional use permit shall require, as a condition precedent to use of the property under the conditional use permit, approval by the Building and Safety Division and the Council of a report submitted by the applicant pursuant to the applicable provisions of the Building Code, prepared by a licensed civil engineer designated by the applicant and approved by the City, which shall provide and include plans for a protective system or systems designated to eliminate or mitigate the potential hazards and environmental risks associated with the proposed use. Approval of such report by the Building and Safety Division shall be in the discretion of the Building Official, who shall evaluate any risks and hazards associated with the site and proposed use and who may grant approval only if he finds that the report and plans adequately provide for protection against such associated risks and hazards. The Building Official's approval shall be submitted to the Council for final approval which will be in the discretion of the Council."

Prior to issuance of a Certificate of Occupancy, the applicant is required to submit a report, prepared by a licensed civil engineer, to the Building Official for review and approval. The Building Official shall then submit the report to the City Council for their consideration, with the final approval to be at the discretion of the City Council, refer to COA #17.

# CMC section 9141.12 (D) also states:

"D. Whenever both subsection A and any other Section of this Chapter require a conditional use permit for a particular property, only one (1) conditional use permit shall be required, which shall be applied for, processed and considered pursuant to the provisions of subsection B. The application and conditional use permit, if approved, shall refer to both Sections which are applicable."

Based on this, COA# 60(k) requires the Specific Plan to add language referencing this section of CMC, and consequently requiring only one CUP application.

# • Site Plan and Design Review

Carson Municipal Code Section 9172.23 (Site Plan and Design Review) requires Planning Commission review of projects within the Design Overlay District having construction valuation of \$50,000 or more.

# IV. Project Site and Surrounding Land Uses

The subject property is located in the ML-ORL-D zone with a General Plan Land Use Designation of "Mixed-Use Business Park". The subject property is located between Main Street and Figueroa Street, south of Del Amo Boulevard.



Figure (a) Project Site in context to surrounding zoning.

The following table provides a summary of information regarding the project site:

Site Information				
General Plan Land Use	Mixed-Use Business Park			
Zone District	ML-ORL-D (Manufacturing, Light; Organic Refuse			
	Landfill; Design Overlay District)			
Site Size	624,200 square feet (14.33 ac)			
Present Use and Development	Vacant land			
Surrounding Zoning/General	North: Light Industrial, ML-ORL-D/MU-BP			
Plan	South: Commercial General, CG-D/MU-BP			
	East: Residential, RS			
	West: I-110 Freeway			
Access	Ingress/Egress: Main Street and Figueroa Street			

# V. Analysis

# Submittal of Revised Documents

As will be discussed below, staff has several concerns with the specific plan, site plan, and elevations that the applicant has not addressed by revising these documents. The applicant has insisted to be scheduled for a Planning Commission hearing without making these revisions. The conditions of approval include

provisions to address staff's concerns. These conditions of approval require significant changes to the specific plan, site plan, and elevations. Furthermore, the conditions of approval require the applicant to submit the revisions to the site plan, elevations, and the specific plan prior to scheduling the item for City Council. Since these revisions are significant, the Planning Commission may determine that the revisions must be made prior to Planning Commission action. Staff would like to emphasize that the approval of General Plan Amendment, Entitlement Agreement, Specific Plan, DOR, and CUP are discretionary and Planning Commission does not have to approve these requests.

# Land Use Compatibility

Land uses surrounding the subject property include residential and Cell 1 of the 157 acre site to the east, mini storage to the north, Figueroa and I-110 to the west, and a variety of uses to the south including five churches with associated childcare programs and other children related activities catering to preschool through 12<sup>th</sup> grade students, a dance school, an after school program, an adult day care, printing museum, an indoor sports facility, light industrial uses, and commercial uses. The proposed use is considered a heavy industrial use as it proposes a truck intensive facility and inconsistent with some of the existing land uses that are considered sensitive uses. The City's General Plan only allows this type of truck intensive use in the Heavy Industrial (HI) designation. The following are the three nearest HI General Plan Land Use Designation properties in relation to the project site:

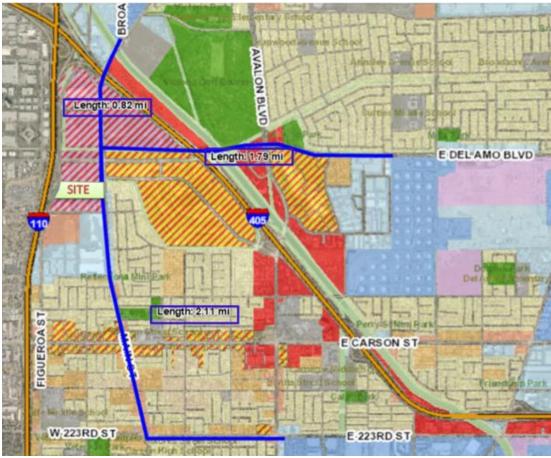


Figure (b) Distance to nearest heavy industrial parcels

- 0.82 Mile to the north (north on Main Street, property owned by KL Fenix);
- 1.79 Miles to the east (north on Main Street and east on Del Amo Boulevard, Shell tank farm);
- 2.11 Miles to the southeast (south on Main Street and east of 223<sup>rd</sup> Street, Watson Industrial Park).

### Area of Concern:

At first glance, the proposed use is not compatible with the surrounding uses. However, a more careful analysis reveals important characteristics of the surrounding areas. The site and most of its surroundings are former landfills. From experience, the City is aware that development on these sites can be challenging and expensive. This is evident from the abundance of vacant properties in the surrounding areas-all former landfill sites. However, history also tells us that some former landfill parcels can be developed such as the former Kmart site. Therefore, for over two years staff has analyzed this proposal to determine whether it is a good fit for the area and the City. This analysis has not been easy. It is critical for the City to make the correct decision on this property since it is one of the first ones to move forward. Once this project is built, it would greatly influence the future development of the area. On the other hand, if it is not developed, the surrounding areas may not develop either as they have not in the past.

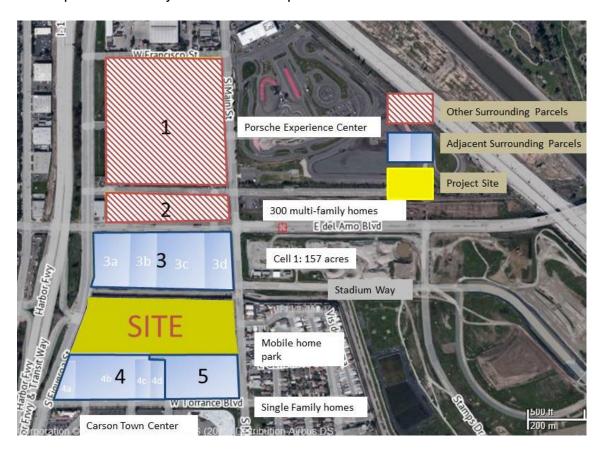


Figure (c) Surrounding parcels and area

Given the difficulty and the expense of developing this former landfill site, staff has had to take a creative approach in determining whether the proposed project is an

appropriate land use for this site, is compatible with the surrounding areas, and will have a long term benefit to the City. This approach includes several different components to achieve land use compatibility now and in the future:

- Compatibility with existing residential areas, Cell 1, and the 300-unit MBK multifamily complex currently under construction to the east: Through site design truck access to Main Street has been eliminated. In addition, the trucks for the project are prohibited from using Main Street and Torrance Boulevard. The building is placed in a manner to shield the properties to the east and also provide an aesthetically pleasing facade with generous landscaping including two artistic features along the street. This design creates an illusion of a business park from the street even though the truck operations are proposed behind the building. Furthermore, this design allows approximately 350' separation between the residential areas and the truck operations. Staff believes this separation is adequate to make the proposed project compatible with the residential areas to the east.
- Compatibility with the mixture of uses to the South: The properties to the south include a variety of uses including sensitive uses as mentioned above. In addition, a proposal for a Zone Change has been submitted to allow future development of residential on approximately half of the property closest to Main Street. However, the property has a recorded covenant prohibiting residential uses. This restriction does not preclude development of the site as residential; it just means the property owner has to go through a process with DTSC and if approved, residential can be constructed on the site. Therefore, the proposed KL Fenix project poses some compatibility concerns both now and in the future. Therefore, staff is proposing a significant reduction of Truck Spaces to make the proposed use more compatible with the areas to the south and reduce the traffic, noise, and air quality impacts associated with the proposed use. Eliminating two rows of Truck Spaces together with the most southerly drive aisle would provide an approximately 155' buffer between the truck operations and the uses to the south. This would reduce the number of Truck and Container Spaces from 475 to 298, a reduction of 177 spaces, refer to COA #15. To achieve even more separation between the potential residential development and this site, staff will require the residential project to place the parking structure on the northerly property line between the residential units and the KL Fenix site. Depending how these parcels develop, the proposed truck operations may cease permanently or could expand to the currently proposed 475 spaces by the applicant and be vested permanently.
- The portion of the Site remaining unused cannot be used by the Developer for any purpose and will be fenced off until such time that the project is permitted to expand into that space. COAs #16 and 34 have been drafted to address this issue.
- Staff has also required additional safeguards to ensure long term compatibility of the proposed use with the surrounding areas. Through the Entitlement Agreement (EA), staff has identified a geographic area surrounding the site to establish this long term compatibility. Again, through the EA, the proposed use is considered temporary and only becomes permanent if the surrounding areas develop as heavy industrial. On the other hand, if the surrounding areas develop

as anything other than heavy industrial, the proposed use must cease operations and a different use will be required to be proposed consistent with the surrounding area. Sections 2.3 to 2.13 of the EA provide more detailed provisions to accomplish this long term compatibility. The following provides a summary of the provisions included in the EA:

- Initial Term is 7 years.
- There are 5 Surrounding Parcels:
  - 3 Adjacent Surrounding Parcels; and
  - 2 Other Surrounding Parcels.
- 3-year automatic extension will be granted at the end of 7 years:
  - If within 7 years no new development occurs on the Adjacent Surrounding Parcels; or
  - No new development or only one new development occurs in Other Surrounding Parcels.
- o Automatic 3-year extensions will be granted until one of the following occurs:
  - One new development occurs in Adjacent Surrounding Parcels:
    - If the new development is heavy industrial, the use will be vested and continues for perpetuity; or
    - If the new development is non-heavy industrial, the use will cease operation for perpetuity.
  - There are two new developments (cumulative) on Other Surrounding Parcels
    - If both new developments (cumulative) are heavy industrial, the use will be vested and continues for perpetuity; or
    - If both new developments (cumulative) are non-heavy industrial, the use will cease operation for perpetuity.

Staff has determined with the above provisions, the project would be considered compatible with the surrounding uses both now and in the future.

### 2040 General Plan

It should be noted that the draft 2040 General Plan Preferred Land Use Plan does not contemplate allowing heavy industrial uses such as the proposed use by the applicant in this area. This Preferred Land Use Plan still needs to go through community input and presented to the Planning Commission and City Council. At this time staff is not suggesting the Planning Commission base their decisions on the Preferred Land Use Plan; however, it is another component that should be considered among other facts surrounding the proposed project and other future projects.

### Site Plan

The subject property measures approximately 14.33 acres. The proposal includes a 53,550-square-foot warehouse on the eastern portion of the subject property with 39,500 square feet of warehouse space, 14,050 square feet of office space and 6 loading docks within a two-story building. The proposal also

includes an open-air loading dock with 9 loading docks. The site plan includes 115 passenger vehicles parking spaces, 400 cargo container parking spaces and 75 truck parking spaces for a total of 475 Truck Spaces. The applicant was originally proposing 475 Truck Spaces.

# Stormwater Management

The subject property adjoins the Torrance lateral of the LA County Flood Control District along its northerly property line.

### Area of Concern:

The applicant has indicated their intent to drain run-off water into the flood control channel and claim to have District approval but has yet to provide written confirmation from the District. Without formal confirmation of District approval, the applicant must redesign the proposed stormwater management system to the satisfaction of the Department of Public Works Engineering Division and the LA County Flood Control District prior to issuance of any permits; refer to COA# 31, 76.

### Access

The applicant's proposed Specific Plan and Site Plan are inconsistent with each other with respect to the number and location of the access points. Conditions of approval have been included to rectify this inconsistency (COA# 18 & 60(d)). The site plan proposes vehicular access from two existing driveways on Main Street and two existing driveways on Figueroa Street.

# **Area of Concern:**

The City Traffic Engineer has expressed concerns regarding the safety of proposed driveways on Figueroa Street and has also questioned the necessity of having two driveways on Main Street.

The subject property is adjacent to Caltrans signalized intersection which will be adversely impacted due to the proposed facility. Caltrans has provided written comments requiring a single, signalized ingress/egress point immediately across from the 110 Interstate Figueroa on/off ramp. To date, the applicant has not submitted a revised Site Plan incorporating the requirement. Therefore, COA #18(c), 89 and 111 will address Caltrans's comments that may eventually only allow one driveway on Figueroa directly across from the signalized existing interchanges. In addition, the revised site plan will eliminate the northerly driveway on Main Street; refer to COA# 18(d).

### Parking & Traffic

Carson Municipal Code Section 9162.21 (Parking Spaces Required) requires 1 parking space for every 1,500 square feet of warehouse and 1 parking space for every 300 square feet of office area. The proposed use will require 74 parking spaces (27 spaces for warehouse use and 47 spaces for office use). The applicant proposes a total of 115 parking spaces including 4 handicapped stalls and 10 EV stalls. Therefore, it exceeds the minimum parking requirements for passenger vehicles.

### Area of Concern:

Staff has concerns about the maneuverability of trucks in the area between loading docks, the building, and the parking aisles. Staff requested the applicant to submit a revised site plan demonstrating safe truck turning templates. However, the applicant has yet to submit a revised site plan confirming safe truck turning maneuvers. COA #18(b) has been added to require the applicant to submit a revised site plan to address this issue.

# **Building and Architecture**

The proposed building lacks the design quality and thoughtfulness expected from a project of this nature. The City's Design Consultant team (RRM) reviewed and provided detailed comments and suggestions for improvements that the applicant has not incorporated into the proposed development.

### Area of Concern:

The applicant shall work with a licensed architect specializing in tilt-up construction in order to address all comments provided by RRM prior to issuance of building permits COA#20.

In addition, the applicant has yet to submit a color and material board and a rendering of approved design elevations. COA#20 & 21 address these issues by requiring the applicant to submit revised elevations, a materials board, and color renderings.

### Signage

Due to the unique nature of the project, the project shall be required to submit for a Sign Program for all signs to be permitted on the property. The standards incorporated in the Specific Plan are not comprehensive and thus COA # 52 and 60 requires the applicant to edit the Specific Plan to remove all sign standards from the Specific Plan and file for a Sign Program instead.

### Fencing

The entire perimeter of the subject property includes 8-foot high walls and fencing. The developer is proposing a combination of wrought-iron fencing and pre-cast concrete panel walls as fencing material. The building entrance on Main Street will include wrought-iron fencing. Pre-cast concrete panels will be installed along the Northern and Southern property lines and a combination of both materials is proposed along Figueroa Boulevard.

### **Area of Concern:**

The proposed wall on the North side is offset 10 feet to the south of the property line. Staff is concerned about the maintenance of the area between the wall and the North property line. The applicant has not provided an explanation to address this concern other than placement of the water filtration system on the north side of the wall and draining run-off water into the flood control channel which staff believes is not permissible, refer to Stormwater Management section of the staff report under Site Plan for additional information. To address this issue, COA # 31 has been added to require the applicant to build the wall on the property line and submit a revised site plan.

The applicant has been requested to match the colors of the concrete panels to the colors of the building and provide a paint and material board for the fencing and walls for Staff's review. Since this information has not been provided, COA# 28 has been drafted.

In addition, the applicant will be required to build an 8-foot high fence along the last truck/container parking spaces securing the buffer area created by eliminating two rows of container parking spaces and the associate drive aisle. This fence is at least 150 feet from the Southern property line to fence off the unused portion of the Site due to reduced truck/container parking spaces. Refer to COA#34.

# Landscaping

Carson Municipal Code Section 9162.52 (Landscaping Requirements) requires automobile parking facilities and any parking facilities visible from the public right-of-way to have interior landscaping of not less than 5% or in this instance 31,210 SF (14.33 acres X 5%= 31,210 SF.) Due to the ORL nature of the site, landscaping will be provided in raised planter beds installed along the northern and southern perimeter wall. Developer will install new or replacing existing trees along Main Street and Figueroa Street.

The proposed project includes significant perimeter landscaping in the setbacks areas along Figueroa and Main. Therefore, the proposed project provides an aesthetically pleasing street scene along both streets. In addition, the applicant is required to provide two artistic features along Main Street. These features will be reviewed by staff prior to issuance of the building permits and will be installed prior to issuance of the certificate of occupancy, refer to COA#27.

# Specific Plan

Specific plans are planning tools included in state law that allow cities to adopt different development standards than those in specific zones included in the City's zoning code. The implementation of the proposed project requires different development standards and uses than those included in the Carson Municipal Code Chapter 1, Part 4, Heavy Industrial Zone; therefore, the applicant proposes the KL Fenix Cargo Container Parking Specific Plan (Exhibit 3). The following provides development standards outlined in the KL Fenix Cargo Container Facility Specific Plan:

# KL Fenix Cargo Container Parking Specific Plan Zoning Regulations

Development Standards				
Topic	Proposed Standards	Source		
FAR	0.5	SP 18-18		
Street Access	Passenger vehicle access from Main Street, Truck access from Figueroa (COA #18 (c) & (d))	SP 18-18		

Development Standards				
Topic	Proposed Standards	Source		
Building Height	75 feet maximum (COA#60(m))	SP 18-18		
Front yard setback (Main Street side)	25 feet; 2 artistic features to be incorporated in the setback area (COA#27)	SP 18-18		
Rear setback (Figueroa Street side)	20 feet (COA # 60(n))	Reso 18-113		
Building setback	Minimum 50 feet from southern property line (COA # 60(n))	Reso 18-113		
Side Yard setback	Minimum 5' landscaped set back (COA # 60(n))	Reso 18-113		
Loading dock setback	Minimum 140' from southern property line (COA # 60(n))	Reso 18-113		
Parking standards	Parking ratios for Warehouse Use- 1:1500, Office Use – 1:300 (COA 60(o))	CMC 9162.21		
Streetscape Design & Public Spaces	8-12 foot wide sidewalk along Main Street and Figueroa Street (COA 60, 87)	SP 18-18		
Surveillance Cameras	Installed at access point on Main Street to monitor truck movement Also installed in the Cargo Container parking area to monitor no more than 75 trucks to be parked at the facility.	SP 18-18		
Signage- Building	Two rows allowed to a maximum of 64 inches; each row of Capital letters or small letters not to exceed 32 inches; logo to not exceed 54 inches. (COA#52, 60(p))	SP 18-18		
Signage- Monument Sign	Not to exceed 1.5 times of street frontage. Placement at least 150 feet apart on street frontage Placed at least 7.5 feet from interior lot line Maximum of 16 feet high with maximum 48 inch base.(COA#52, 60(p))	SP 18-18		
Signage – Maximum square footage	Total maximum area allowed will be two square feet of signage for every one linear foot of lot frontage for the first one hundred (100) feet, plus	CMC 9146.7		

Development Standards			
Topic	Proposed Standards	Source	
	one-half (1/2) times the frontage in excess of one hundred (100) feet. (COA#52, 60(p))		

### Areas of Concern:

Furthermore, the Specific Plan prepared by the developer includes statements that reveal the document has not been prepared professionally. The following are some examples:

- A General Plan Amendment to "Cargo Container Parking" land-use designation which does not exist in the City's General Plan.
- Parking standards for condominiums are included when the Specific Plan does not permit residential projects.

The Permitted Uses Section of the proposed Specific Plan has been modified by staff to only include the following permitted uses:

- Cargo Container Parking facility, with a CUP with no containers on the ground and no stacking of containers (COA#60(j));
- Warehousing and Distribution: including Cold Storage, Warehousing of furniture, household goods, dry goods, clothing, textiles, durable goods (no perishable foods) but excluding any type of hazardous material storage, as permitted by right uses;
- Wireless telecommunications facilities, minor facilities to be permitted by right, major telecommunications facilities to be permitted with a CUP.

Therefore, staff has included COA# 60 and 61 to address these issues prior to scheduling the Specific Plan for City Council.

It should be noted that the CMC includes a definition for a cargo container parking facility; however, it is not included as a permitted use or a use requiring a Conditional Use Permit. Therefore, since the zoning code is a permissive code meaning that if a use is not specifically mentioned as permitted or conditionally permitted, it is not permitted by the zoning code. Therefore, a Specific Plan is the proper tool to allow the proposed cargo container facility.

# **Entitlement Agreement Terms and Conditions**

In addition to the provisions stated above to ensure compatibility of the proposed use with the surrounding areas, the following provides a summary of the major Terms and Conditions included in the Entitlement Agreement:

# Compliance with EA, Fines

Prior to issuance of building permits, the developer is required to deposit with the City \$100,000. This deposit will be used by the City, if necessary, to ensure compliance with

the provisions of the EA. In addition, the following fines/penalties will be levied in case of violations from the terms of the EA:

- Only a total of 298 spaces (220 container parking spaces and 75 truck parking spaces) spaces shall be allowed on the site. Failure to comply shall result in fines of \$5,000 per occurrence as a penalty.
- Any use of the Property not in strict compliance with the Permissible Usage shall result in fines of \$5,000 per occurrence as a penalty.
- All truck ingress and egress to and from the Property shall be via Figueroa Street.
  Violation of this requirement will result in fines of \$5,000 per occurrence as a
  penalty, with determination of Developer's violation to be made by City upon City's
  review of VSCs as well as any other documentation or evidence reasonably
  available to the City.
- No trucks shall be permitted to traverse on Torrance Boulevard or Main Street. Violation of this restriction will result in fines of \$5,000 per occurrence as a penalty.
- Developer is required to install Video Surveillance Cameras ("VSCs") that record 24 7. Failure to properly maintain the VSCs will result in fines of \$5,000 per occurrence as a penalty
- Developer has stated that a maximum of 50 trucks per day will enter and exit the site for a maximum of 100 trips. Any number above 100 trips per day shall be a violation with a \$5,000 per incidence penalty.
- Developer's trucks do not travel into or from the Property using Torrance Boulevard and Main Street. The penalty for this violation shall be \$5,000 per incidence.
- If the developer does not cease the operation the use if required by the EA, it shall result in a fine of \$500 per day as a penalty until compliance has been reached.
- Trucks without the KL Fenix logos shall not be authorized to use the site. The penalty for this violation shall be \$5,000 per incidence.
- Failure to comply with the allowed hours of operation shall result in fines of \$5,000 per occurrence as a penalty.
- All VSCs shall be installed and operational at all times. Failure to have operational VSCs shall result in a penalty of \$5,000 per incidence.
- The Property, including the Buffer Area, must at all times be maintained and generally kept in a clean condition. Failure to comply will result in a penalty of \$5,000 per incidence.

### Public Improvements

Prior to issuance of occupancy permits, Developer is required to complete improvements to Main Street and Figueroa Street, as follows:

• Main Street (southbound). Developer shall construct half street improvements along the eastern property line by removing the existing asphalt section of the road and constructing a new asphalt pavement section per City standards.

- **Figueroa Street (northbound).** Developer shall construct half street improvements along the westerly property line by removing the existing asphalt section of the road and constructing a new 8" concrete pavement section per City standards.
- **Figueroa Street (southbound).** Developer shall construct half street improvements corresponding to the northerly and southerly boundaries of the site by removing the existing asphalt section of the road and constructing a new 8" concrete pavement per City standards.
- Main Street Median. Developer shall install medians on Main Street as required by the Engineering Division.

# VI. CFD/DIF Discussion

Interim Development Impact Fee: In accordance with Article XI of the Carson Municipal Code (Interim Development Impact Fee Program), the applicant must pay an estimated one-time development impact fee of \$207,044.44 (currently \$694.78 per truck/container space based on 298 Truck Spaces) to fund the development's proportional share of city-wide capital infrastructure improvements. The fee paid will be proportional to the number of truck Spaces ultimately approved for the project and the fee in effect when building permits are issued, refer to COA #1.

Funding Mechanism for Ongoing Services / Community Facilities District: The applicant, property owner, and/or successor to whom these project entitlements are assigned ("Developer") is responsible to establish a funding mechanism to provide an ongoing source of funds for city services including the maintenance of parks, roadways, and sidewalks. A uniformed-standardized rate for ongoing city services was adopted by the City pursuant to Resolution No. 19-009 and accompanying Fiscal Impact Analysis ("FIA") report. Under the adopted Resolution and FIA report, the subject property falls under "Other Industrial Zones" with a current rate of \$449.30 per acre per year. Based on a 14.33-acre site, the current estimated annual amount is \$6,438.47. The actual amount of the CFD will be based on the fee in effect at the time the building permits are issued. Developer is required to mitigate its impacts on city services either through: 1) Annexing into a City established Community Facilities District (CFD) or 2) Establishing a funding mechanism to provide an ongoing source of funds for ongoing services, acceptable to the City, refer to COA#2.

Additionally, at the time of application for a business license, if there are two different users between the Cargo Container Parking Facility and warehouse, then an additional DIF payment will be made for the warehouse in the amount of One Hundred Thirty Thousand Six Hundred Sixty Two Dollars (\$130,662.00), calculated at \$2.44 per square foot of building area (calculated at \$2.44 x 53,550 = \$130,662). Such DIF payment will be made at the time applications for the business licenses are submitted to City.

### VII. Zoning and General Plan Consistency

The proposed Cargo Container Parking use is not allowed within the Mixed-Use Business Park General Plan Land Use designation. Therefore, to implement the

proposed project, a General Plan Amendment is required to change the General Plan Land Use Designation to Heavy Industrial. This change would make this parcel, the only parcel in the vicinity of the site with a HI designation.

Since the current zoning of the site is not compatible to the HI land use designation, a zone change is required. Typically, the implementing zone for the HI designation is Manufacturing Heavy (MH) zone. However, since the MH zone allows a variety of uses not desired in this area, Staff requested the applicant to file for a specific plan which provides more control over the possible uses of the site.

# VIII. Environmental Review

Pursuant to the California Environmental Quality Act (CEQA), a Draft Mitigated Negative Declaration was prepared and made available for public review from April 14, 2020 through May 13, 2020. A Notice of Intent to Adopt a Draft Mitigated Negative Declaration was posted with the City Clerk, LA County Clerk, Carson Library, on-site, and sent to responsible agencies. An electronic copy of the document was also posted on the Planning Division website (<a href="http://ci.carson.ca.us/CommunityDevelopment/KLFenix.aspx">http://ci.carson.ca.us/CommunityDevelopment/KLFenix.aspx</a>). No comments were received recommending that an Environmental Impact Report (EIR) should be prepared.

During the Initial Study phase, the project's location on a previous landfill was also evaluated as potentially significant impact under Hazards and Hazardous Materials section. It was determined that several previous investigations, including remedial investigations and feasibility studies for the waste and groundwater, human health risk assessment, and a remedial action plan (RAP) for the former landfill waste were completed. The RAP for the waste proposed the construction of a cover and the addition of a landfill gas collection system and flare. The remedial design document to implement the RAP was prepared in 1999; however, to date, closure of the landfill in accordance with the 1999 Remedial Design and other remedial documents (e.g., the groundwater remedial investigation and feasibility study) has not occurred.

In 2019, the project applicant entered into a voluntary oversight agreement with the DTSC to review the existing environmental documents for the project site and to provide opinions on the site remediation needed in order to comply with the requirements of the land use restrictions and complete the project. DTSC oversight is currently ongoing and the applicant and DTSC are continuing to coordinate on the exact means, methods, and scope of onsite. (COA#109)

Additionally, potentially significant impacts of Air Quality, Cultural Resources, Geology and Soils, Noise, Transportation and Tribal Cultural Resources were identified during the Initial Study. Per the Negative Declaration, with the inclusion of the proposed mitigation measures, adverse impacts are mitigated to the maximum extent feasible and below a level of significance. The MND was circulated for public review from April 14, 2020 to May 13, 2020. At the close of the review period, comments from Caltrans, LA County Fire Department and LA County Sanitation District have been received which are addressed in the Final MND, also available at the link above, and potential concerns have been addressed via Conditions of Approval for the project (COAs # 18, 31, 67 73, 89 and 111).

# IX. Public Notice & Community Meeting

Notice of public hearing was published in the newspaper on April 30, 2020. Notices were mailed to property owners and occupants within a 750' radius and posted to the project site by April 30, 2020. The agenda was posted at City Hall no less than 72 hours prior to the Planning Commission meeting.

Typically, similar projects involving General Plan Amendment, Zone Change (Specific Plan) and Conditional Use Permit applications are required to have Community Meetings as part of the approval process. In light of COVID-19 and to practice responsible social distancing, it was not possible to hold a community meeting for this project,

# X. Recommendation

That the Planning Commission:

 ADOPT Resolution No. 20-2696, entitled, "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON APPROVING SITE PLAN AND DESIGN OVERLAY REVIEW NO. 1745-18, CONDITIONAL USE PERMIT NO. 1074-18 AND RECOMMENDING APPROVAL TO CITY COUNCIL FOR GENERAL PLAN AMENDMENT NO. 108-18, SPECIFIC PLAN NO. 18-18, ENTITLEMENT **AGREEMENT** NO. 24-18, MITIGATED **NEGATIVE** DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM (MMRP) FOR A PROPOSED CARGO CONTAINER PARKING FACILITY AT 20601 S. MAIN STREET"

# XI. Exhibits

- 1. Draft Resolution
  - A. Legal Description
  - B. Conditions of Approval
- 2. Development Plans
- 3. Specific Plan
- 4. Entitlement Agreement
- 5. Public Comments

Prepared by: Manraj G. Bhatia, Assistant Planner

### **CITY OF CARSON**

### PLANNING COMMISSION

### **RESOLUTION NO. 20-2696**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON APPROVING SITE PLAN AND DESIGN **OVERLAY** REVIEW NO. 1745-18 CONDITIONAL **PERMIT** 1074-18, USE NO. RECOMMENDING TO THE CITY COUNCIL APPROVAL SPECIFIC PLAN NO. 18-18, **GENERAL** AMENDMENT NO. 108-18, ENTITLEMENT AGREEMENT NO. 24-18. MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR A PROPOSED CARGO CONTAINER PARKING FACILITY AT 20601 S MAIN STREET.

WHEREAS, on October 10, 2018, the Department of Community Development received an application from KL Fenix Corporation (sometimes, "Developer") for real property located at 20601 S. Main Street and legally described in Exhibit "A" attached hereto, requesting approval of Design Overlay Review No. 1745-18, Conditional Use Permit No. 1074-18, Specific Plan No. 18-18, General Plan Amendment No. 108-18 and Entitlement Agreement No. 24-18, to construct a 53,550 square foot tilt-up warehouse building, 75 truck parking spaces and 400 container parking spaces, in connection with development of a Cargo Container Parking facility; and

**WHEREAS,** studies and investigations were made and a staff report with recommendations was submitted, and the Planning Commission, upon giving the required notice for a public hearing on May 12, 2020 which hearing was continued to May 27, 2020, did on the 27th day of May, 2020, conduct a duly noticed public hearing as required by law to consider said applications. Notice of the hearing was originally published in the newspaper and posted and mailed to property owners and properties within a 750-foot radius of the project site by April 30, 2020.

# NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF CARSON, CALIFORNIA, HEREBY RESOLVES AS FOLLOWS:

**SECTION 1**. The Planning Commission finds that the foregoing recitals are true and correct, and are incorporated herein by reference.

### **SECTION 2.** The Planning Commission finds as follows:

- **1.** With respect to **Site Plan and Design Review No. 1745-18** to construct a 53,550 square foot warehouse building, 75 truck parking spaces and 400 container parking spaces:
  - a) The proposed project, the use of which is allowed in the Heavy Industrial General Plan Land Use Designation, will be consistent with the General Plan of the City of Carson with the approval of General Plan Amendment No. 108-18. The project site has a General Plan Land Use designation of Mixed-Use Business Park and the applicant proposes to amend this designation to Heavy Industrial.

- b) The proposed project is currently not compatible in architecture and design with existing and anticipated development in the vicinity, including the aspects of site planning, land coverage, landscaping, appearance and scale of structures, open spaces, and other features relative to a harmonious and attractive development of the area. The revised elevations of the proposed warehouse building, if submitted by Developer to City, will include vast expanses of glass and provide architectural interest to be compatible with the surrounding light industrial, office and retail uses. Therefore, approval of Site Plan and Design Review No. 1745-18 is conditioned upon Developer submitting the revised elevations of the warehouse building consistent with the description above and consistent with the Conditions of Approval imposed on Site Plan and Design Review No. 1745-18.
- c) The proposed development's revised Site Plan incorporating all the conditions set forth for the project shall provide for convenience and safety of circulation for pedestrians and vehicles. The proposed development will have adequate street access for pedestrian and vehicles, and also adequate capacity for parking and traffic. The project site will be accessed through two driveways off of Main Street which will be restricted to vehicular traffic only, and two driveways off of Figueroa Street for ingress/egress of truck traffic. Carson Municipal Code Section 9162.21 (Parking Spaces Required) requires 1 parking space for every 1,500 square-feet of gross floor area for warehouse purposes and 1 space for every 300 square feet of office space. The proposed warehouse and office building requires 74 parking spaces: 27 for warehouse (39,500 sf/1,500 =26.33) and 47 for office (14,050 sf/300 =46.83). The applicant proposes 115 parking spaces; 101 standard stalls, 4 ADA compliant parking stalls and 10 EV vehicle stalls.
- d) The proposed Cargo Container Parking facility has approximately 456 feet of lot frontage along Main Street, allowing 378 (2 X 100 + 0.5 X 356) square feet of signage. All signage associated with this project will be reviewed and approved as a separate application and will ensure that the signage complies with applicable Specific Plan and Carson Municipal Code ("CMC") provisions, and will exhibit attractiveness, effectiveness and restraint in signing graphics and color.
- e) The proposed Cargo Container Parking facility will be constructed in one single phase.
- f) The proposed landscape plan will comply with applicable water conservation requirements. Permanent irrigation utilizing best water conversation practices will be installed for both on-site and off-site landscaped areas. New landscape will be installed throughout the site providing shade to vehicles and enhancing the visual attractiveness from adjoining streets and walkways.
- g) The proposed Cargo Container Parking facility will be compatible with Specific Plan No. 18-18 and the design standards and guidelines contained therein which, if Specific Plan No. 18-18 is approved by the City Council, will have been adopted pursuant to CMC Section 9172.15.
- h) The proposed cargo container parking facility will not be compatible with the character of the surrounding uses. However, the proposed use is intended as a temporary use for 7 years, with possible additional 3 year extension depending on how the surrounding areas get developed, as more particularly detailed in Entitlement

Agreement No. 21-19. Depending on how the surrounding areas get developed after which time certain compatibility determinations will be made, if the proposed cargo parking facility is found compatible, the use may be allowed to remain permanently. Otherwise the Developer will be required to cease its Cargo Container Parking operations and bring the property into conformance with the surrounding uses. Therefore, approval of Site Plan and Design Review No. 1745-18 is conditioned upon how the surrounding areas get developed, in accordance with Entitlement Agreement No. 21-19.

- **2.** With respect to **Conditional Use Permit (CUP) No. 1074-18** to construct a 53,550 square foot warehouse building, 75 truck parking spaces and 400 container parking spaces on a Site Designated as Organic Refuse Landfill (ORL) overlay:
  - a) The proposed project, the use of which is allowed in the Heavy Industrial General Plan Land Use Designation, will be consistent with the General Plan of the City of Carson with the approval of General Plan Amendment No. 108-18. The project site has a General Plan Land Use designation of Mixed-Use Business Park and Developer is proposing an amendment to Heavy Industrial.
  - b) The project site is adequate in size, shape, topography, location, utilities, and other factors to accommodate the proposed cargo container parking facility.
  - c) The proposed development will have adequate street access for pedestrian and vehicles, and also adequate capacity for parking and traffic. Four existing driveways, two along Main Street and two along Figueroa Street will provide access to the site. Trucks will access the site through the two driveways along Figueroa Street while Main Street access will be restricted to vehicular traffic only. Regional access to the site from freeways will require no driving on residential streets by utilizing the Figueroa Street exit of the 110 Freeway on/off ramps, Del Amo Boulevard and Figueroa Street which are all truck routes. A total of 400 cargo container parking spaces and 75 truck parking spaces are proposed for the site. The proposed Cargo Container Parking facility requires 74 parking spaces: 27 for warehouse (39,500 sf/1,500 =26.33) and 47 for office (14,050 sf/300 =46.83). Developer proposes 115 parking spaces; 101 standard stalls, 4 ADA compliant parking stalls and 10 EV vehicle stalls.
  - d) The County Fire Department has reviewed the originally proposed project and concluded that adequate water supply exists to meet current and anticipated fire suppression needs. However, Developer will have to obtain approvals from County Fire Department for the revised project design before the issuance of building permits. Any approval of Conditional Use Permit (CUP) No. 1074-18 will be conditioned upon County Fire Department's approval of the revised project design.
  - e) The proposed cargo container parking facility will not be compatible with the intended character of the area. However, the proposed use is intended as a temporary use for 7 years, with possible additional 3 year extension depending on how the surrounding areas get developed, as more particularly detailed in Entitlement Agreement No. 21-19. Depending on how the surrounding areas get developed after which time certain compatibility determinations will be made, if the proposed cargo parking facility is found compatible, the use may be allowed to remain permanently. Otherwise the Developer will be required to cease its Cargo Container Parking operations and bring the property into conformance with the surrounding uses. Therefore, approval of Conditional Use Permit (CUP) No. 1074-18 is conditioned upon how the surrounding areas get developed, in

accordance with Entitlement Agreement No. 21-19.

**3.** With respect to **Specific Plan (SP) No. 18-18**, KL Fenix Cargo Container Parking Specific Plan, dated April 2020, the Planning Commission finds that:

The Plan does fully comply with the requirements of California Government Code Section 65451 in that it contains text and diagram(s) specifying in detail:

- i. The proposed distribution, location, extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy and other essential facilities proposed to be located within the area covered by the Plan and needed to support the land uses as described in the Plan;
- ii. A program of implementation measures including regulations, programs, public works projects and financing measures necessary to carry out the project;
- **iii.** Standards and criteria by which development will proceed, and standards for the conservation, development and utilization of natural resources, where applicable;
- iv. The relationship of the Specific Plan to the General Plan; and
- v. The distribution, location, and extent of the uses of land, including open space, within the area covered by the Plan.
- **b.** The Specific Plan is consistent with the General Plan, as amended pursuant to General Plan Amendment No. 108-18.
- **4.** With respect to **General Plan Amendment No. 108-18**, the Planning Commission finds that:
  - a) The proposed General Plan Amendment is consistent with the City's General Plan goals and policies. The proposed project advances the General Plan's goals and policies related to land use, transportation and economic development.
    - i. The proposed project supports General Plan goal LU-14 by making productive reuse of a brownfield site as Developer seeks to construct upon the site a 53,550 square foot tilt-up warehouse building, 75 truck parking spaces and 400 container parking spaces, in connection with development of a Cargo Container Parking facility. The facility would be used to mobilize both imported and exported goods that pass through the Ports of Los Angeles and Long Beach.
    - ii. The proposed project supports General Plan goal ED-11 by adapting reuse and redevelopment of "brownfields" as Developer seeks to construct upon the site a 53,550 square foot tilt-up warehouse building, 75 truck parking spaces and 400 container parking spaces, in connection with development of a Cargo Container Parking facility. The facility would be used to mobilize both imported and exported goods that pass through the Ports of Los Angeles and Long Beach.
    - iii. The proposed project supports General Plan policy TI-1.3 by ensuring that the City's designated truck routes provide efficient access to and from the I-110 Freeway as the project will require all truck access to and from the site to be via Figueroa Street. The property is located off of Figueroa Street directly across the street from the I-110 Freeway.

- iv. The proposed project supports General Plan policy TI-3.2 by creating disincentives for traffic traveling through neighborhoods, without impacting adjacent residential streets, as the project will require all truck access to and from the site to be via Figueroa Street, away from and not impacting residential neighborhoods. The property is located off of Figueroa Street directly across the street from the I-110 Freeway.
- b) The General Plan Amendment will ensure consistency between the KL Fenix Cargo Container Parking Specific Plan and the General Plan. The General Plan amendment will establish a "Heavy Industrial" Land Use Designation for the KL Fenix Cargo Container Parking Specific Plan area to replace the site's existing Mixed-Use Business Park General Plan designations. The Specific Plan is consistent with the General Plan Land Use Element goals, policies and objectives.
- **5.** With respect to **Entitlement Agreement No. 21-19** to permit the KL Fenix Cargo Container Parking facility,
  - a) The Entitlement Agreement is authorized by and satisfies the requirements of Government Section Code 65864 through 65869.5.
  - b) The Entitlement Agreement is consistent with the goals and objectives of the City's General Plan.
  - c) The Entitlement Agreement supports General Plan goal LU-1: productive reuse of "brownfield" sites.
    - Evidence: the Entitlement Agreement proposes development and productive reuse of a brownfield site as Developer seeks to construct upon the site a 53,550 square foot tilt-up warehouse building, 75 truck parking spaces and 400 container parking spaces, in connection with development of a Cargo Container Parking facility. The facility would be used to mobilize both imported and exported goods that pass through the Ports of Los Angeles and Long Beach.
  - d) The Entitlement Agreement supports General Plan goal ED-11: adaptive reuse and redevelopment of "brownfields."
    - Evidence: the Entitlement Agreement proposes an adaptive reuse and redevelopment of "brownfields" as Developer seeks to construct upon the site a 53,550 square foot tilt-up warehouse building, 75 truck parking spaces and 400 container parking spaces, in connection with development of a Cargo Container Parking facility. The facility would be used to mobilize both imported and exported goods that pass through the Ports of Los Angeles and Long Beach.
  - e) The Entitlement Agreement supports General Plan policy TI-1.3: ensure that the City's designated truck routes provide efficient access to and from the I-405, I-110 and Route-91 Freeways, as well as the Alameda Corridor.
    - Evidence: the Entitlement Agreement requires all truck access to and from the site to be via Figueroa Street. The property is located off of Figueroa Street directly across the street from the I-110 Freeway.
  - f) The Entitlement Agreement supports General Plan policy TI-3.2: where feasible, create disincentives for traffic traveling through neighborhoods, without impacting adjacent residential streets.

Evidence: the Entitlement Agreement requires all truck access to and from the site to be via Figueroa Street, away from and not impacting residential neighborhoods. The property is located off of Figueroa Street directly across the street from the I-110 Freeway.

<u>SECTION 3</u>. The Planning Commission finds that the proposed project, as mitigated pursuant to the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Project, which are available for public review at <a href="http://ci.carson.ca.us/CommunityDevelopment/Billboards.aspx">http://ci.carson.ca.us/CommunityDevelopment/Billboards.aspx</a> and are incorporated into this Resolution by reference ("MND"), will not have a significant effect on the environment.

**SECTION 4.** The Planning Commission of the City of Carson, based on the findings set forth above, does hereby approve Site Plan Design Review No. 1745-18 and Conditional Use Permit No. 1074-18, subject to Section 5 of this Resolution, and recommends that the City Council (1) approve General Plan Amendment No. 108-18, (2) approve Specific Plan No. 18-18, (3) approve Entitlement Agreement 24-18 and (4) approve the MND, subject to the Conditions of Approval set forth in Exhibit "B" attached hereto and incorporated herein by reference.

SECTION 5. Pursuant to CMC Sections 9141.12(A) and (B), the Secretary of the Planning Commission is hereby directed to refer the Planning Commission's approval of Conditional Use Permit No. 1074-18 as set forth in this Resolution to the City Council for review as if an appeal had been filed pursuant to CMC Section 9173.4. As a condition precedent to use of the subject property under Conditional Use Permit No. 1074-18, Conditional Use Permit No. 1074-18 requires approval by the Building and Safety Division and the City Council of a report submitted by Developer pursuant to the applicable provisions of the Building Code, prepared by a licensed civil engineer designated by Developer and approved by the City, which shall provide and include plans for a protective system or systems designated to eliminate or mitigate the potential hazards and environmental risks associated with the proposed use. The Building Official's approval shall be submitted to the City Council for final approval which will be in the discretion of the Council.

**SECTION 6.** The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

SECTION 7. The Planning Commission's approval of Site Plan and Design Review No. 1745-18 and Conditional Use Permit No. 1074-18 shall become final and effective fifteen (15) days after the adoption of this Resolution and subject to approval of Entitlement Agreement No. 24-18, General Plan Amendment No. 108-18, Specific Plan No. 18-18, and the MND by City Council, unless an appeal is filed in accordance with Section 9173.4 of the CMC.

<b>APPROVED</b> and <b>ADOPTED</b> this 27th day of May, 2020.		
	CHAIRPERSON	
ATTEST:		

SECRETARY

### **EXHIBIT "A"**

### PROPERTY LEGAL DESCRIPTION

PARCEL 4, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 62 PAGE 68 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING FROM THAT PORTION INCLUDED WITHIN LOTS 38, 39, AND 44 OF TRACT NO. 6378, ALL OIL, GAS, HYDROCARBON SUBSTANCES AND OTHER MINERALS IN AND UNDER SAID LAND WITH THE RIGHT TO DRILL FOR, MINE, EXTRACT, TAKE, AND REMOVE THE SAME FROM ANY WELLS OR SHAFTS LOCATED ON ANY LAND ADJACENT TO THE ABOVE DESCRIBED LAND WITHOUT ACCOUNTING TO THE GRANTEE FOR ANY RENTALS, ROYALTIES OR PROCEEDS FROM THE SALE OF SUCH MINERALS, AS RESERVED IN DEED FROM SUNSET OIL COMPANY, RECORDED AUGUST 2, 1944 IN BOOK 20925, PAGE 72 OF OFFICIAL RECORDS.

ALSO EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES AND ALL OTHER MINERALS IN AND UNDER SAID LAND (EXCEPT THE SOUTH 350 FEET OF LOTS 36 AND 37), AS RESERVED BY SUNSET OIL COMPANY, A CORPORATION IN DEED RECORDED JULY 1, 1955 IN BOOK 48230, PAGE 289 OF OFFICIAL RECORDS AND BY SUNSET INTERNATIONAL PETROLEUM CORPORATION, A CORPORATION IN DEED RECORDED JULY 20, 1960 IN BOOK D-916 PAGE 193 OF OFFICIAL RECORDS.

ALSO EXCEPT FROM SAID LAND THAT PORTION LYING WITHIN THE LINES OF LOT 91 TRACT NO. 4671, ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES WHICH LIE BELOW A PLANE OF 500 FEET FROM THE SURFACE OF SAID LAND AS EXCEPTED IN THE DEED FROM DEL AMO ESTATE COMPANY, A CORPORATION, RECORDED NOVEMBER 8, 1963 IN BOOK D-2250 PAGE 748 OF OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER: 7336-003043

### CITY OF CARSON COMMUNITY DEVELOPMENT DEPARTMENT PLANNING DIVISION

# EXHIBIT "B" CONDITIONS OF APPROVAL DESIGN OVERLAY REVIEW NO. 1745-18, CONDITIONAL USE PERMIT NO. 107418, SPECIFIC PLAN 18-18, GENERAL PLAN AMENDMENT NO. 108-18 AND DEVELOPMENT AGREEMENT 24-18

## I. GENERAL CONDITIONS

1. *Interim Development Impact Fee:* In accordance to Article XI (Interim Development Impact Fee Program) of the Carson Municipal Code and the current Fiscal Year 2019-2020 fees (effective through June 30, 2020) the applicant, property owner, and/or successor to whom these project entitlements are assigned ("Developer") shall be responsible for payment of a one-time development impact fee at the rate of \$694.78 per truck/container space. 2.44 per square foot of building constructed as stipulated in the Entitlement Agreement. The Developer will be responsible for development impact fees of \$207,044.44 (\$694.78 X 298 truck/container spaces). If the Project increases or decreases in size, the development impact fee amount will be adjusted accordingly at the same rate.

Final development impact fee amounts are calculated and due prior to issuance of a building permit in one lump sum installment and are based on the DIF in effect at the time the building permits are issued. Fees are subject to adjustments every July 1 based on State of California Construction Cost Index (Prior March to Current March Adjustment). No building permits shall be issued prior to the full payment of the amount.

See the following City webpage for additional information: https://ci.carson.ca.us/communitydevelopment/IDIFProgram.aspx

2. Funding Mechanism for Ongoing Services/Community Facilities District: Funding Mechanism for Ongoing Services / Community Facilities District. The proposed development is required to mitigate its impacts on city services. City adopted Community Facilities District (CFD No. 2018-01) and may adopt a similar community facilities district in the future to use instead of CFD No. 2018-01 (collectively referred to herein as the "CFD") to fund the ongoing costs of law enforcement, street and sidewalk maintenance, landscape maintenance, street sweeping and sidewalk cleaning, and other eligible impacts of the Project within the CFD (the CFD Services). A uniformed-standardized rate was adopted pursuant to Resolution No. 19-009 ("Resolution") and accompanying Fiscal Impact Analysis ("FIA") report.

The Developer shall be responsible to establish a funding mechanism to provide an ongoing source of funds for the ongoing services comparable to the uniformed-standardized rate established in the Resolution and FIA report. Based on the adopted Resolution, the subject property falls under "Other Industrial Zones" with a rate of \$449.30 per acre per year through June 30, 2020. Based on a 14.33 acres total site area, the current estimated annual amount for ongoing services is \$\$6,438.47, subject to annual adjustments. The final CFD rates are based on the rates in effect at the time the building permits are issued.

Prior to building permit issuance, Developer shall demonstrate compliance under this section either through: 1) Annexing into a City CFD or 2) Establishing a funding mechanism to provide an ongoing source of funds for ongoing services, acceptable to the City. See the

- following City webpage for additional information: <a href="https://ci.carson.ca.us/communitydevelopment/CFD.aspx">https://ci.carson.ca.us/communitydevelopment/CFD.aspx</a>
- 3. If a building permit for Site Plan and Design Review No. 1745-18, Conditional Use Permit No. 1074-18, Specific Plan 18-18, General Plan Amendment No. 108-18 and Development Agreement No. 24-18 is not issued within **two years** of the effective date of the approved Planning Commission Resolution, said permit shall be declared null and void unless an extension of time is previously approved by the Planning Commission.
- 4. The approved Resolution, including the Conditions of Approval contained herein, and signed Affidavit of Acceptance, shall be copied in their entirety and placed directly onto a separate plan sheet behind the cover sheet of the development plans prior to Building and Safety plan check submittal. Said copies shall be included in all development plan submittals, including any revisions and the final working drawings.
- 5. Developer shall submit two revised sets of plans (including Site Plan & Elevations) and revised Specific Plan incorporating all the Conditions of Approval to be reviewed and approved by the Planning Division prior to scheduling the project for City Council hearing.
- 6. Developer shall comply with all city, county, state and federal regulations applicable to this project.
- 7. Any substantial project revisions will require review and approval by the Planning Commission. Any revisions shall be approved by the Planning Division prior to Building and Safety plan check submittal.
- 8. The applicant and property owner shall sign an Affidavit of Acceptance form and submit the document to the Planning Division within 30 days of receipt of the Planning Commission Resolution.
- 9. A modification of these conditions, including additions or deletions, may be considered upon filing of an application by the owner of the subject property or his/her authorized representative in accordance with Section 9173.1 of the Zoning Ordinance.
- 10. It is further made a condition of this approval that if any condition is violated or if any law, statute, or ordinance is violated, this permit may be revoked by the Planning Commission or City Council, as may be applicable; provided the Developer has been given written notice to cease such violation and has failed to do so for a period of thirty days.
- 11. Precedence of Conditions. If any of these Conditions of Approval alter a commitment made by the Developer in another document, the conditions enumerated herein shall take precedence unless superseded by the Entitlement Agreement, which shall govern over any conflicting provisions of any other approval.
- 12. City Approvals. All approvals by City, unless otherwise specified, shall be by the department head of the department requiring the condition. All agreements, covenants, easements, deposits and other documents required herein where City is a party shall be in a form approved by the City Attorney. The Developer shall pay the cost for review and approval of such agreements and deposit necessary funds pursuant to a deposit agreement.
- 13. Deposit Account. A trust deposit account shall be established for all deposits and fees required in all applicable conditions of approval of the project. The trust deposit shall be maintained with no deficits. The trust deposit shall be governed by a deposit agreement. The trust deposit account shall be maintained separate from other City funds and shall be non-interest bearing. City may make demands for additional deposits to cover all expenses over a

- period of 60 days and funds shall be deposited within 10 days of the request therefor, or work may cease on the Project.
- 14. Indemnification. The applicant, property owner, and tenant(s), for themselves and their successors in interest ("Indemnitors"), agree to defend, indemnify and hold harmless the City of Carson, its agents, officers and employees, and each of them ("Indemnitees") from and against any and all claims, liabilities, damages, losses, costs, fees, expenses, penalties, errors, omissions, forfeitures, actions, and proceedings (collectively, "Claims") against Indemnitees to attack, set aside, void, or annul any of the project entitlements or approvals that are the subject of these conditions, and any Claims against Indemnitees which are in any way related to Indemnitees' review of or decision upon the project that is the subject of these conditions (including without limitation any Claims related to any finding, determination, or claim of exemption made by Indemnitees pursuant to the requirements of the California Environmental Quality Act), and any Claims against Indemnitees which are in any way related to any damage or harm to people or property, real or personal, arising from Indemnitors' operations or any of the project entitlements or approvals that are the subject of these conditions. The City will promptly notify Indemnitors of any such claim, action or proceeding against Indemnitees, and, at the option of the City, Indemnitors shall either undertake the defense of the matter or pay Indemnitees' associated legal costs or shall advance funds assessed by the City to pay for the defense of the matter by the City Attorney. In the event the City opts for Indemnitors to undertake defense of the matter, the City will cooperate reasonably in the defense, but retains the right to settle or abandon the matter without Indemnitors' consent. Indemnitors shall provide a deposit to the City in the amount of 100% of the City's estimate, in its sole and absolute discretion, of the cost of litigation, including the cost of any award of attorneys' fees, and shall make additional deposits as requested by the City to keep the deposit at such level. If Indemnitors fail to provide or maintain the deposit, Indemnitees may abandon the action and Indemnitors shall pay all costs resulting therefrom and Indemnitees shall have no liability to Indemnitors.

# II. SITE PLAN

- 15. The project is restricted to a maximum of 223 container parking spaces and 75 truck spaces for a total of 298 truck and container parking spaces. Such spaces shall be striped and clearly marked by the Developer for the purposes of this project.
- 16. Any portion of the Site not stripped shall be considered undeveloped and shall not be used by the Developer for any purpose.
- 17. The Developer shall submit a report, prepared by a licensed civil engineer, to the Building Official for review and approval. After review, the Building Official shall then submit the report to the City Council for their consideration. Certificate of Occupancy for the project shall not be issued until City Council approves the said report.
- 18. Developer shall submit a revised Site Plan to Planning Division for review and approval before scheduling the project for City Council hearing and shall include the following:
  - a. Queuing area for trucks on-site;
  - b. Maneuverability of trucks between outside loading docks, warehouse loading docks and the parking aisles by superimposing the truck turning template on the Site Plan;
  - c. Redesigning the Figueroa Street entrances to a single, signalized entrance for ingress and egress, per comments received from CalTrans;

- d. Redesigning the Main Street side access to a single driveway for ingress and egress to the satisfaction of the City Traffic Engineer;
- e.Show a maximum of 223 container parking spaces and 75 truck spaces for a total of 298 truck and container parking spaces;
- f. Provide fencing around the 150' buffer area to ensure the area is not used to park trucks and containers.
- 19. The project's gated driveway on Figueroa Street shall remain open at all times during the truck operating hours.

# III. AESTHETICS

- 20. Developer shall hire a licensed architect familiar with this type of project to address all the comments of City's Design Consultants. Such revised Plans and Elevations shall be submitted to the Planning Division for approval prior scheduling the project for City Council hearing.
- 21. A material board and a rendering of the project elevations shall be submitted to Planning Division for approval prior to scheduling the project for City Council hearing.
- 22. Down spouts shall be interior to the structure or architecturally integrated into the structure to the satisfaction of the Planning Division.
- 23. Any roof-mounted equipment shall be screened to the satisfaction of the Planning Division prior to issuance of building permits.
- 24. Graffiti shall be removed from all areas within twenty-four (24) hours of written notification by the City of Carson, including graffiti found on perimeter walls and fences. Should the graffiti problem persist more than twice in any calendar year, the matter may be brought before the Planning Commission for review and further consideration of site modification (i.e. fencing, landscaping, chemical treatment, etc.).
- 25. The proposed project site shall be maintained free of debris, litter and inoperable vehicles at all times. The subject property shall be maintained to present an attractive appearance to the satisfaction of the Planning Division.
- 26. No outdoor storage of materials shall be permitted on the property at any time.
- 27. Developer shall install two artistic pieces along Main Street prior to issuance of occupancy permits and shall provide details for the same to Planning Division for review and approval prior to issuance of building permits.

### **FENCE/WALLS**

- 28. Perimeter walls and fences shall be architecturally coordinated with the project building and subject to the approval of the Planning Division prior to issuance of any permits.
- 29. A color and material board for the proposed fencing and walls shall be submitted to Planning Division for approval prior to scheduling for City Council.
- 30. An 8-foot high concrete panel wall shall be installed at the northern and southern perimeter of the property, to the satisfaction of the Planning Division prior to issuance of certificate of occupancy.
- 31. Developer shall provide a letter of clearance from the LA County Flood Control District for the project including but not limited to the construction of Northern property line wall prior to issuance of any permits associated with the property.

- 32. An 8-foot high wrought-iron fence shall be installed prior to issuance of Certificate of occupancy along east property line adjacent to Main Street, to the satisfaction of the Planning Division.
- 33. An 8-foot high concrete panel wall and an 8-foot wrought-iron gate shall be installed prior to issuance of Certificate of occupancy along west property line adjacent to Figueroa Street, to the satisfaction of the Planning Division.
- 34. An 8-foot high fence spanning East-West, from Figueroa Street to the Warehouse building, shall be installed prior to issuance of Certificate of occupancy along the last truck/container parking spaces, at least 150 feet from the Southern property line to the satisfaction of the Community Development Director.

### IV. LANDSCAPE/IRRIGATION

- 35. Landscaping shall be provided with a permanently installed, automatic irrigation system and operated by an electrically-timed controller station set for early morning or late evening irrigation.
- 36. Installation of 6" x 6" concrete curbs is required around all landscaped planter areas, except for areas determined by National Pollutant Discharge Elimination System (NPDES) permit or other applicable condition of approval that requires certain landscaped areas to remain clear of concrete curbs for more efficient storm water runoff flow and percolation. Revised landscaping and irrigation plans shall be reviewed and approved by the Planning Division should subsequent modifications be required by other concerned agencies regarding the removal of concrete curbs.
- 37. The proposed irrigation system shall include best water conservation practices.
- 38. Installation, maintenance, and repair of all landscaping shall be the responsibility of the property owner.
- 39. All new and retrofitted landscape area of 500 square feet or greater (in the aggregate) is subject to the Model Water Efficient Landscape Ordinance (MWELO) per Department of Water Resources (Chapter 2.7 of Division 2 of Title 23 of the California Code of Regulations).
- 40. Maintenance and repair of all landscaping shall be the responsibility of Developer.
- 41. Prior to Issuance of Building Permit, the Developer shall submit two sets of landscape and irrigation plans drawn, stamped, and signed by a licensed landscape architect. Such plans are to be approved by the Planning Division.
- 42. All on-site trees shall be planted at 25-foot to center.

### V. LIGHTING

- 43. Developer shall provide adequate lighting for the parking areas and provide a lighting plan prior to issuance of any permits. The applicant shall demonstrate how the light poles will be installed on the former landfill site.
- 44. All exterior lighting shall be provided in compliance with the standards pursuant to Section 9147.1 of the Zoning Ordinance.
- 45. Such lights are to be directed on-site in such a manner as to not create a nuisance or hazard to adjacent street and properties, subject to the approval of the Planning Division.

### VI. PARKING/TRAFFIC

- 46. All driveways shall remain clear. No encroachment into driveways shall be permitted.
- 47. All areas used for movement, parking, loading, or storage of vehicles shall be paved and clearly marked and in accordance with Section 9162.0 of the Zoning Ordinance.
- 48. Any portion of the Site not stripped shall be considered undeveloped and shall not be used by the Developer for any purpose.
- 49. No stacking of containers shall be permitted on site.
- 50. No containers shall be permitted to be placed on the ground. All containers shall remain on the trailer unit at all times.
- 51. No off-street parking shall be permitted along the frontage of the property on both Main Street and Figueroa Street.

### VII. SIGNAGE

52. The project shall apply for a Sign Program to allow for any proposed signage on the property. Such a Sign Program shall be filed and approved prior to any permit issuance.

# VIII. AIR QUALITY

53. All of Developer's trucks shall be in compliance with the Port of Los Angeles and Port of Long Beach air quality standards. the developer or operator shall maintain a fleet of trucks that are two year old or newer.

# IX. TRASH

54. Trash collection from the project site shall comply with the requirements of the City's trash collection company.

# X. <u>UTILITIES</u>

- 55. All utilities and aboveground equipment shall be constructed and located pursuant to Section 9146.8 of the Zoning Ordinance, unless otherwise provided for in these conditions.
- 56. Any aboveground utility cabinet or equipment cabinet shall be screened from the public right-of-way by a decorative block wall or landscaping, to the satisfaction of the Planning Division.

### XI. PROJECT OPERATIONS

- 57. Truck Operation hours will be limited to M-F 6 am -2 am, Sat 6 am -6 pm and shall remain closed on Sunday.
- 58. All vehicle motion alarms (back-up beeper) shall be disabled when maneuvering in reverse and prohibited on site from 8 pm 7 am.

### XII. ENTITLEMENT AGREEMENT

59. The project is also conditioned to meet all the terms and conditions as set forth by the Entitlement Agreement (DA 24-18) and incorporated herein by reference.

# XIII. SPECIFIC PLAN

60. The Developer shall submit a revised Specific Plan prepared by a professional planning firm incorporating all the Entitlement Agreement 24-18 terms and conditions, the conditions

presented in this document and the following additional corrections before the scheduling of this project to City Council:

- a. Number all figures and pictures in the Specific Plan document.
- b. Correct all inconsistencies in Chapter and Section numbers between table of contents and the Specific Plan document.
- c. Edit the text and figure on Page 6 of SP to be consistent.
- d. Ensure that the Site Plan incorporated in the Specific Plan is consistent with the approved Site Plan
- e. Include information about current General Plan designation, Current Zoning of the Specific Plan area and describe surrounding zoning.
- f. Correct the "General Plan Consistency" section on Page 11 to request a General Plan Amendment to "Heavy Industrial" land-use designation.
- g. Remove any reference to General Plan Land-Use goal LU-5 and LU-6 since these are not applicable to this project.
- h. Remove last sentence stating "A project that requires no deviation......exempt from Site Plan and Design Review" from Chapter 4 (B): Zoning Ordinance Consistency section to be consistent with Chapter 4(C).
- i. Remove any reference to Carson Municipal Code sections.
- j. Correct the "Permitted Uses" table to include only the following uses:
  - a. Cargo Container Parking facility, with a CUP;
  - b. Warehousing & Distribution: including Cold Storage, Warehousing of furniture, household goods, dry goods, clothing, textiles, durable goods (no perishable foods) but excluding any type of hazardous material storage, as permitted by right uses;
  - c. Wireless telecommunications facilities, minor facilities to be permitted by right, major telecommunications facilities to be permitted with a CUP.
- k. Use CMC 9141.12 (D) to draft language requiring only one CUP for development on ORL area and for a use requiring a CUP.
- 1. Remove reference to Section 9305 C (Condominium Development Standards) from Chapter V (f): Parking since no housing development is being proposed in this Specific Plan area. Instead, add the parking standards used for the project, namely, 1:1500 ratio for warehouse use and 1:300 for office use.
- m. Edit Chapter V (e) to reflect the maximum allowable height as the project's building height.
- n. Add setback requirements for front, side, rear and dock doors of the project in Chapter V.
- o. Edit Chapter V Parking section to reflect the parking ratios used for this project
- p. Edit Chapter VII to remove all reference to Sign standards on the property and include language for approval of all signs on the property via the mechanism of a Sign Program. Remove any reference in the Specific Plan to Mixed-Use Carson Street (MU-CS) and residential development standards.

- q. Reference the site plan approved by the Planning Commission.
- 61. The Specific Plan submitted pursuant to Condition No. 60 shall meet all the requirements as set forth by the Government Code section 65451 and any other applicable law.

# XIV. BUILDING AND SAFETY DIVISION

- 62. Applicant shall submit development plans for plan check review and approval.
  - a. The applicant shall submit a clearance letter or other form of approval as required by the Community Development Director from DTSC to ensure that plans submitted to the City meet DTSC requirements including but not limited to grading plans, foundation plans, structural plans, fencing plans, and lighting plans.
- 63. Developer shall obtain all appropriate building permits and an approved final inspection for the proposed project.
- 64. Prior to issuance of building permit, proof of worker's compensation and liability insurance for Developer must be on file with the Los Angeles County Building and Safety Division.
- 65. A graywater system shall be required per section 304.1 of the 2020 County of LA plumbing code.
- 66. Site location will require a submitted to Environmental Programs Division for Methane Mitigation due to location from/within a Landfill.

### XV. FIRE DEPARTMENT

67. The final revised plans for the proposed development shall obtain approval and comply with all Los Angeles County Fire Department requirements prior to issuance of Building Permits.

### XVI. <u>ENGINEERING SERVICES DEPARTMENT – CITY OF CARSON</u>

- 68. Any existing off-site improvements damaged during the construction shall be removed and reconstructed per City of Carson PW Standard Drawings and to the satisfaction of the City Engineer.
- 69. A construction permit is required for any work to be done in the public right-of-way.
- 70. Payment and Performance bonds for all work to be done within the public right of way shall be submitted and approved by Engineering Division prior to issuance of permit by Engineering Division.
- 71. Proof of Worker's Compensation and Liability Insurance shall be submitted to the City prior to issuance of any permit by Engineering Division.
- 72. The Developer shall submit a copy of approved Grading plans on bond paper to the City of Carson Engineering Division, prior to issuance of grading permits.
- 73. The Developer shall submit an electronic copy of **approved** plans (*such as, Sewer, Street and/or Storm Drain Improvements, whichever applies*), to the City of Carson Engineering Division, prior to the issuance of construction permits.

Prior to issuance of **Building Permit**, the proposed development is subject to the following:

74. Per City of Carson Municipal Code Section 5809, Developer shall comply with all applicable Low Impact Development (LID) requirements and shall include Best Management Practices

- necessary to control storm water pollution from construction activities and facility operations to the satisfaction of the City Engineer.
- 75. Per City of Carson Municipal Code Section 5809(d)(2), Developer shall comply with the requirement that all street and road construction of 10,000 sq. ft. or more of impervious surface shall follow USEPA Guidance regarding Managing Wet Weather with Green Infrastructure: Green Streets.
- 76. Due to the adjacency of the project to Torrance Lateral, Developer shall design the Low Impact Development (LID) plan to mitigate stormwater in a way so as to capture and treat the water on-site, ensuring compliance with the National Pollutant Elimination System (NPDES) permit, City's Total Maximum Daily Loads (TMDL's) and zero effluent limits and to the satisfaction of the City Engineer.
- 77. Developer shall apply for a Construction Activities Stormwater General Permit from the State Water Resources Control Board.
- 78. Developer shall provide a copy of an approved SWPPP stamped by Los Angeles County Building and Safety Division along with WDID number.
- 79. Developer shall provide contact information of the Qualified Storm Water Developer (QSD) and/or Qualified SWPPP (Storm Water Pollution Prevention Plan) Developer (QSP) of the site to Julio Gonzalez via E-mail JGonzalez@Carson.ca.us.
- 80. Developer shall submit digital copies of the LID/NPDES/Grading Plans, hydrology and Hydraulic analysis concurrently to City of Carson, Engineering Services Department and Los Angeles County Building & Safety Division, and shall deliver a copy to Julio Gonzalez via E-mail JGonzalez@Carson.ca.us.
- 81. Developer shall complete, sign and return the Stormwater Planning Program LID Plan Checklist form and return to City of Carson Engineering Services Division.
- 82. Drainage/Grading plan shall be submitted for approval of the Building and Safety Division. The Developer shall submit a **copy of approved** Drainage/Grading plans on bond paper to the City of Carson Engineering Division.
- 83. If or when required, as determined by the City Engineer, provide CC&R's (covenants, conditions, and restrictions) to address drainage responsibilities.
- 84. A soils report, sewer area study, drainage concept, hydrology study and stormwater quality plan shall be reviewed and approved. Building Permit issuance will not be granted until the required soils, sewer, drainage concept, hydrology study and stormwater information have been received and found satisfactory. Developer shall comply with mitigation measures recommended in the approved soils, sewer area study, drainage concept, hydrology study and stormwater quality plan.
- 85. The Developer shall submit a sewer area study to the Los Angeles County Department of Public Works (LACDPW) to determine if capacity is adequate in the sewerage system to be used as the outlet for the sewer of the development that is the subject of these conditions. If the system is found to have insufficient capacity, the problem must be addressed and resolved to the satisfaction of the L.A. County Sewer Department.
- 86. Quitclaim or relocate any easements interfering with building locations to the satisfaction of the City or other appropriate agency or entity.
- 87. The Developer shall submit improvement plans to the Engineering Division showing all the required improvements in the public right of way for review and approval of the City

Engineer. A copy of approved conditions of approval shall be attached to the plans when submitted. The following are required as a part of the project's improvement plans:

- a. Repair any broken or raised/sagged sidewalk, curb and gutter within the public right of way along Main Street and Figueroa Street abutting this proposed development per City of Carson PW Standard Drawings and to the satisfaction of the City Engineer.
- b. Install sidewalk along Main Street and Figueroa Street abutting this proposed development per City of Carson PW Standard Drawing No. 117
- c. Remove existing street trees within public right of way on Main Street and Figueroa Street abutting this proposed development.
- d. Plant approved parkway trees on locations where trees in the public right of way along Main Street and Figueroa Street abutting this proposed development are missing, 25ft on center, per City of Carson PW Standard Drawings Nos. 117, 132, 133 and 134.
  - i. Along Figueroa Street replace existing trees with Strawberry Tree Arbutus unedo/'Marina'
  - ii. Along Main Street replace existing trees with a combination of Lophostemon conferta and Lagerstroemia indica hybrid 'Muskogee'
- e. Install irrigation system for the purpose of maintaining the parkway trees to be planted within the public right of way along Main Street and Figueroa Street abutting this proposed development.
- f. Install new curb and gutter per City of Carson PW Standard Drawing No 108A along Main Street and Figueroa Street abutting the proposed development.
- g. Fill in any missing sidewalk within the public right of way along Main Street and Figueroa Street abutting this proposed development
- h. Remove and replace any broken/damaged driveway approach within the public right of way along Main Street and Figueroa Street abutting this proposed development per City of Carson PW Standard Drawings and to the satisfaction of the City Engineer.
- i. Remove unused driveway approach if any, within the public right of way along Main Street and Figueroa Street abutting this proposed development and replace it with full height curb and gutter and sidewalk per City of Carson PW Standard Drawings and to the satisfaction of the City Engineer.
- j. The developer shall modify existing driveways within the public right of way along Main Street and Figueroa Street abutting this proposed development per City of Carson PW Standard Drawings to comply with the ADA requirements and to the satisfaction of the City Engineer.
- k. The developer shall construct new driveway approaches per City of Carson PW Standard Drawings and in compliance with the ADA requirements. The Developer shall protect or relocate any facilities to accommodate the proposed driveway approach. The maximum driveway approach width allowed for the site is 40 feet.
- 1. Install/Modify existing raised landscaped median along the Main Street and Figueroa Street to the satisfaction of the City Engineer.
- m. Install striping and pavement legend per City of Carson PW Standard Drawings.

- n. Paint Curbs Red along Main Street and Figueroa Street within or abutting this proposed development. Plans showing the proposed red curbs shall be submitted to the Traffic Engineer for review and approval.
- o. The developer shall grind and overlay the top 2" of asphalt on Main Street and Figueroa Street directly abutting the development from curb-to-curb or from median-to-curb when medians are existing or as approved by the City Engineer.
- p. Sewer Main Improvements (if any) along Main Street and Figueroa Street as determined by the aforementioned sewer area study.
- q. Storm Drain Improvements (if any) along Main Street and Figueroa Street as determined by the aforementioned requirement.
- 88. Off-site improvements (e.g. driveways, sidewalk, parkway drains, trees, curb/gutter etc.) shown on the grading plans must provide a concurrent submittal to City of Carson Engineering Division. Off-site improvements may be shown on a separate set of street improvement plans. Prior to issuance of grading permit, Developer shall obtain clearance from City of Carson Engineering Division.
- 89. Developer shall comply with any mitigation measures or improvements as required by the California Department of Transportation (Caltrans) as a part of this proposed development. Developer shall work with Caltrans directly and coordinate offsite improvements with City of Carson conditions of approval. Developer shall provide a written statement from Caltrans confirming required mitigation measures have been met to the satisfaction of Caltrans before issuance of a certificate of occupancy.
- 90. All existing overhead utility lines, including Telecommunication lines, 12 kilovolts and less along Main Street and Figueroa Street shall be underground to the satisfaction of the City Engineer.

Prior to issuance of **Certificate of Occupancy**, the proposed development is subject to the following:

- 91. For any structural and/or treatment control device installed. Developer shall record a maintenance covenant pursuant to Section 106.4.3 of the County of Los Angeles Building Code and title 12, Chapter 12.80 of the Los Angeles County Code relating to the control of pollutants carried by storm water runoff. In addition, an exhibit shall be attached to identify the location and maintenance information for any structural and/or treatment control device installed.
- 92. Developer shall complete and submit digital BMP Reporting Template Spreadsheet to Sustainability Administrator, Julio Gonzalez at jgonzale@carson.ca.us
- 93. Covenant shall be reviewed and approved by the City Engineer prior to recordation with the Los Angeles County Registers Recorder/County Clerk.
- 94. RECORDATION is the responsibility of the Developer. Provide a copy of the recorded covenant agreement to City Engineer
- 95. Inspection will be conducted once a year after all Post Construction Best Management Practices (BMP) are constructed.
- 96. Developer shall provide an approved Notice of Termination (NOT) by the State Water Resources Control Board.

- 97. The Developer shall comply with all requirements from L.A. County Sewer Maintenance Division for maintenance of new and/or existing sewer main, relating to this development, prior to release of all improvement bonds.
- 98. The Developer shall execute and provide to the City Engineer, a written statement from the water purveyor indicating that the water system will be operated by the purveyor and that under normal conditions, the system will meet the requirements for the development and that water service will be provided to each building.
  - a. Developer shall comply with all mitigation measures recommended by the water purveyor.
- 99. The Developer shall construct and guarantee the construction of all required and previously approved Street Improvements to the satisfaction of the City of Carson Public Works Inspector and the City Engineer.
- 100. The Developer shall construct and guarantee the construction of all required drainage infrastructure in accordance with the requirements and recommendations of the hydrology study, subject to the approval of the City Engineer.
- 101. All new utility lines servicing the proposed development shall be underground to the satisfaction of the City Engineer.
- 102. Developer shall comply with any additional requirements, if any, as a means of mitigating any traffic impacts as identified in the traffic study approved by the City Traffic Engineer.
- 103. If needed, the Developer shall grant an easement to the City, and any other appropriate regulatory agency, or entity to the extent reasonably necessary, for the purposes of ingress, egress, construction and maintenance of all infrastructures constructed and handicap access to ensure the safety of the public, for this development, to the satisfaction of the City Engineer.
- 104. All infrastructures necessary to serve the proposed development (water, sewer, storm drain, and street improvements) shall be in operation prior to the issuance of Certificate of Occupancy.

#### XVII. <u>BUSINESS LICENSE</u>

105. All parties involved in the subject project including but not limited to contractors and subcontractors are required to obtain a city business license per Section 6310 of the Carson Municipal Code.

#### XVIII. <u>MITIGATION MEASURES</u>

- 106. *Air Quality*. MM-AQ-1: To reduce the potential for health risks as a result of construction of the project, the applicant shall:
  - a. Prior to the start of construction activities, the project applicant, or its designee, shall ensure that all 75 horsepower or greater diesel-powered equipment are powered with California Air Resources Board–certified Tier 4 Interim engines, except where the project applicant establishes to the satisfaction of the City of Carson that Tier 4 Interim equipment is not available.
  - b. All other diesel-powered construction equipment will be classified as Tier 3 or higher, at a minimum, except where the project applicant establishes to the satisfaction of the City of Carson that Tier 3 equipment is not available.

In the case where the applicant is unable to secure a piece of equipment that meets the Tier 4 Interim requirement, the applicant may upgrade another piece of equipment to compensate (from Tier 4 Interim to Tier 4 Final). Engine Tier requirements in accordance with this measure shall be incorporated on all construction plans.

- 107. *Cultural Resources*. MM-CUL-1: If archaeological resources (sites, features, or artifacts) are exposed during construction activities for the project, all construction work occurring within 100 feet of the find shall immediately stop until a qualified archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards, can evaluate the significance of the find and determine whether or not additional study is warranted. Depending on the significance of the find under the California Environmental Quality Act (CEQA) (14 CCR 15064.5[f]; California Public Resources Code, Section 21082), the archaeologist may simply record the find and allow work to continue. If the discovery proves significant under CEQA, additional work, such as preparation of an archaeological treatment plan and data recovery, may be warranted.
- 108. *Geology and Soils*. MM-GEO-1: If excavations reach depths below human-transported fill materials, a qualified paleontologist meeting the 2010 Society of Vertebrate Paleontologists (SVP) standards should be retained to determine when and where paleontological monitoring is warranted. The qualified paleontologist or a qualified paleontological monitor meeting the 2010 SVP standards under the direction of the qualified paleontologist shall conduct the paleontological monitoring. If the sediments are determined by the qualified paleontologist to be too young or too coarse-grained to likely preserve paleontological resources, the qualified paleontologist can reduce or terminate monitoring per the 2010 SVP guidelines and based on the excavations remaining for the project.

#### 109. Hazards and Hazardous Materials.

- a. MM-HAZ-1: Prior to, during, and following construction of the project, specified programs and actions recommended in the remedial action plan (RAP) and approved by the Department of Toxic Substances Control (DTSC) shall be implemented in accordance with the RAP. Any potential variation to the RAP's recommendations shall be discussed with and approved by the DTSC prior to implementation. Evidence of compliance with the RAP shall be provided in a timely manner to the City of Carson and available to review in the project file.
- b. MM-HAZ-2: Before issuance of a grading permit, a licensed contractor shall prepare a hazardous materials contingency plan (HMCP) and submit the plan to the City of Carson. The purpose of the HMCP is to protect on-site construction workers and offsite receptors in the vicinity of the construction site. The HMCP shall describe the practices and procedures to be implemented to protect worker health in the event of an accidental release of hazardous materials, or if previously undiscovered hazardous materials are encountered during construction. The HMCP shall include items such as spill prevention, cleanup, and evacuation procedures. The HMCP shall help protect the public and workers by providing procedures and contingencies to help reduce exposure to hazardous materials.
- c. MM-HAZ-3: The proposed warehouse/office building and any other on-site habitable structure shall include a vapor mitigation system such as a vapor barrier, passive venting, and/or similar method. The design of the vapor mitigation system shall be approved by the Department of Toxic Substances Control (DTSC) as part of DTSC's review of the remedial action plan (RAP) and any approved variations to the RAP.

Evidence of installation of the vapor mitigation system shall be provided to the City of Carson within 2 weeks of the completion of installation.

DTSC-approved performance measures shall be established to ensure that the vapor mitigation system is operating correctly and preventing unacceptable volatile chemical concentrations from migrating up and into the overlying structure. An operations and maintenance plan shall be prepared that identifies the performance measures and shall state the methods by which the performance goals will be tested and verified.

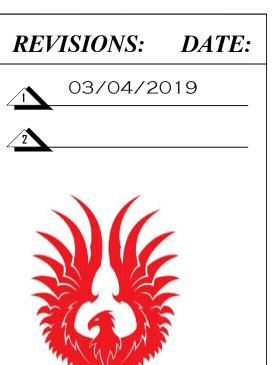
#### 110. *Noise*.

- a. MM-NOI-1: At least 30 days prior to commencement of construction, the contractor shall provide written notice to all residential property owners and tenants within 300 feet of the project site that proposed construction activities could affect outdoor or indoor living areas. The notice shall contain a description of the project, a construction schedule including days and hours of construction, and a description of noise-reduction measures.
- b. MM-NOI-2: Noise-generating construction activities (which may include preparation for construction work) shall be permitted weekdays between 7:00 a.m. and 6:00 p.m., excluding federal holidays. When a holiday falls on a Saturday or Sunday, the preceding Friday or following Monday, respectively, shall be observed as a legal holiday.
- c. MM-NOI-3: Stationary construction equipment that generates noise that exceeds 85 A-weighted decibels at the property boundaries shall be shielded with a barrier that meets a Sound Transmission Class rating of 25.
- d. MM-NOI-4: All construction equipment powered by internal combustion engines shall be properly muffled and maintained. No internal combustion engine shall be operated on the site without a muffler. All diesel equipment shall be operated with closed engine doors and shall be equipped with factory recommended mufflers. Unnecessary idling of internal combustion engines shall be prohibited.
- e. MM-NOI-5: Air compressors and generators used for construction shall be surrounded by temporary acoustical shelters. Whenever feasible, electrical power shall be used to run air compressors and similar power tools.
- f. MM-NOI-6: A temporary construction sound barrier wall shall be installed along the easterly and southerly project site boundaries. Entry gates for construction vehicles shall be closed when vehicles are not entering or exiting the site. The barrier shall be made of sound-attenuating material (not landscaping). To effectively reduce sound transmission through the barrier, the material chosen must be rigid and sufficiently dense (at least 20 kilograms per square meter). All noise barrier material types are equally effective, acoustically, if they have this density. For example, 5/8-inch plywood, mounted with no gaps between adjacent sheets, would be of sufficient density to achieve the target attenuation. The barrier shall be 8 feet in height from the ground surface on the construction side of the wall to achieve the goal of blocking direct line of sight to the adjacent residence windows. It is estimated that a noise barrier of the prescribed density would reduce average noise levels to sensitive receptors by approximately 8 A-weighted decibels or more by blocking direct line of sight to ground-level receptors.

- 111. *Transportation.* MM-TRA-1: Prior to the issuance of the first building permit, the project applicant shall coordinate with the California Department of Transportation (Caltrans) and the City on the redesign of the Figueroa Street/Interstate (I-) 110 northbound ramps intersection to ensure adequate and safe operation at the intersection and project access. The intersection modification shall involve the consolidation of the two project driveways currently proposed along Figueroa Street into a single driveway that is aligned with the present location of the I-110 on- and off ramps (i.e., creation of new east leg of the intersection) or other designs acceptable to Caltrans. The required improvement shall be installed and operational to the satisfaction of Caltrans and the City prior to issuance of the first Certificate of Occupancy.
- 112. *Tribal Cultural Resources*. MM-CUL-1: If archaeological resources (sites, features, or artifacts) are exposed during construction activities for the project, all construction work occurring within 100 feet of the find shall immediately stop until a qualified archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards, can evaluate the significance of the find and determine whether or not additional study is warranted. Depending on the significance of the find under the California Environmental Quality Act (CEQA) (14 CCR 15064.5[f]; California Public Resources Code, Section 21082), the archaeologist may simply record the find and allow work to continue. If the discovery proves significant under CEQA, additional work, such as preparation of an archaeological treatment plan and data recovery, may be warranted.

#### XIX. <u>DTSC Clearance</u>

113. Prior to issuance of any permits, the applicant shall submit a clearance letter or other form of approval as deemed appropriate by the Community Development Director from DTSC to ensure that plans submitted to the City meet DTSC requirements including but not limited to grading plans, foundation plans, structural plans, fencing plans, and lighting plans.



**KL FENIX** 

CORPORATION

**CIVIL ENGINEER** 

FELIPE SEGOVIA 2320 SANTA CRUZ CT TORRANCE CA 90501 (310) 560 7409



DRAWN BY:

ADRIAN LOPEZ (562)519-5450

20601 CARSON

03/16/2020

**A-0** 

# 

20601 S. MAIN ST. CARSON CA 90745

EXHIBIT NO. 2

A-O GENERAL NOTES

A-1 UTILIZATION PLAN

PROJECT INDEX

## CONSULTANTS

## SURVEY

## DESIGNER

LANDSCAPED ARCHITECT

GOITOM TEKLETSION, AIA ARCHITECT

2100 N. SEPULVEDA BLVD. SUITE 44

LANDSCAPE DESIGNERS, AND PLANNERS

AGA DESIGN GROUP ARCHITECTS,

Manhattan Beach , CA 90266

OFFICE: (310) 546-5550

P.A. ARCA ENGINEERING, INC. 500 E. CARSON PLAZA DR., SUITE 201 CARSON, CA 90746 OFFICE-310.768.3828

19401 S MAIN ST SUIT 301 GARDENA CA 90248

KL FENIX CORPORATION

A-2 SITE PLAN OFFICE-310.851.588 A-3 FLOOR PLAN WAREHOUSE/OFFICE A-4 OFFICE 2ND FLOOR/BUILDING CROSS SECTION A-5 ELEVATIONS A-6 FENCE WALL DETAILS A-7 COLOR ELEVATIONS A-8 TRUCK TURNING TEMPLATE EXHIBIT "A" A-9 TRUCK TURNING TEMPLATE EXHIBIT "B" A-9 TRUCK TURNING TEMPLATE EXHIBIT "B"

> A-10 LANDSCAPED PLAN A-11 LANDSCAPED PLAN

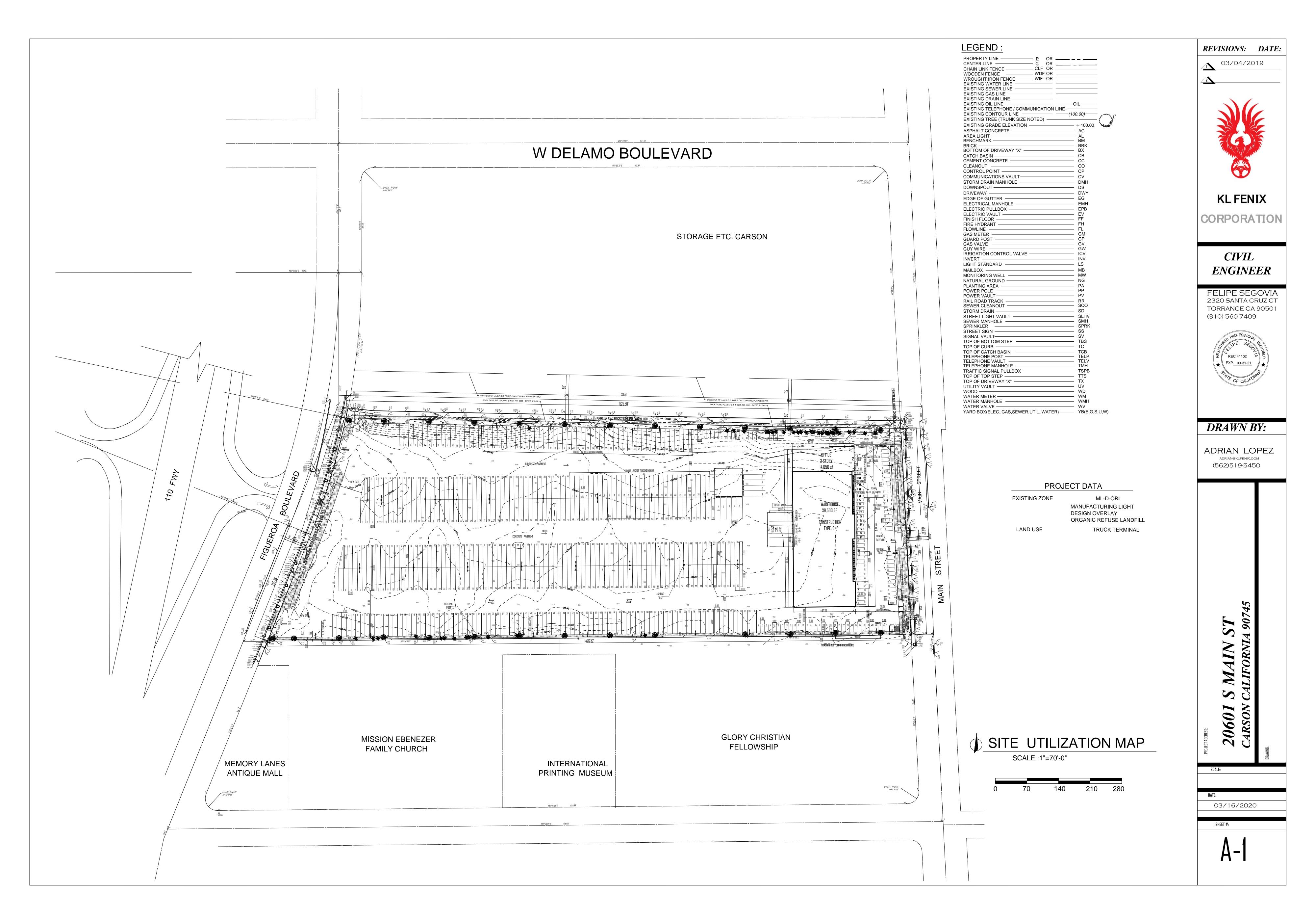
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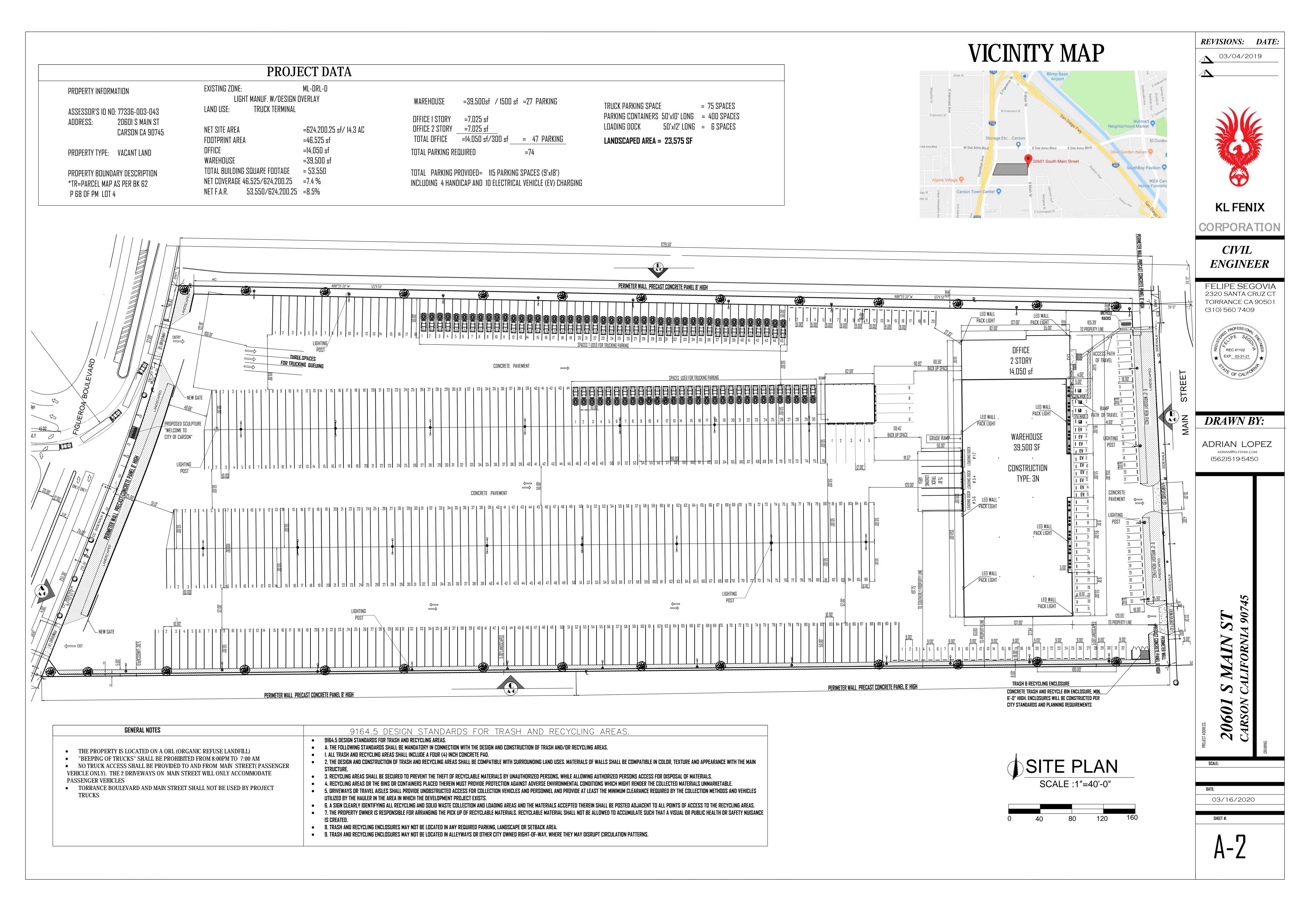
ATIENZA ENGINEERING, INC.

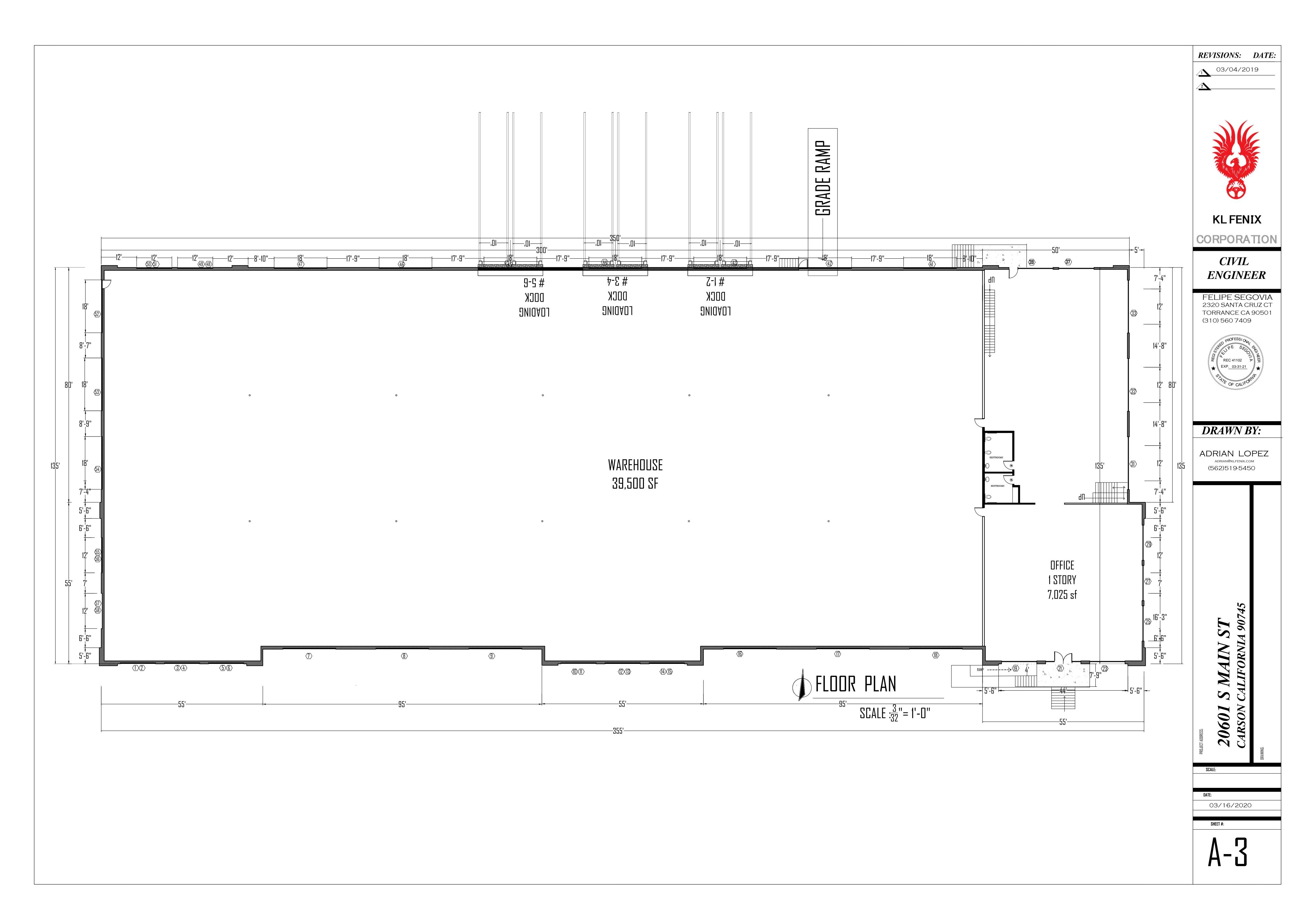
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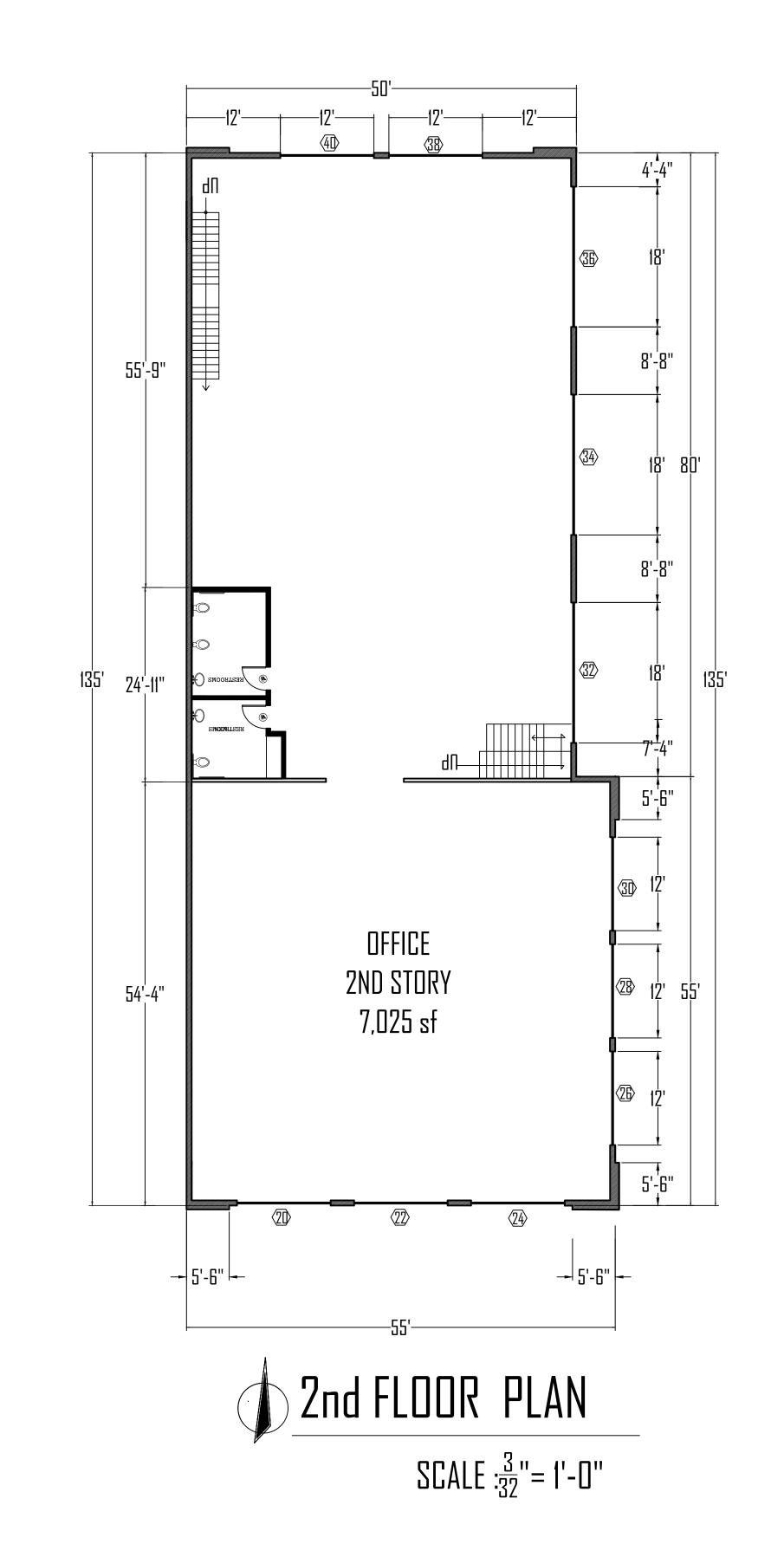
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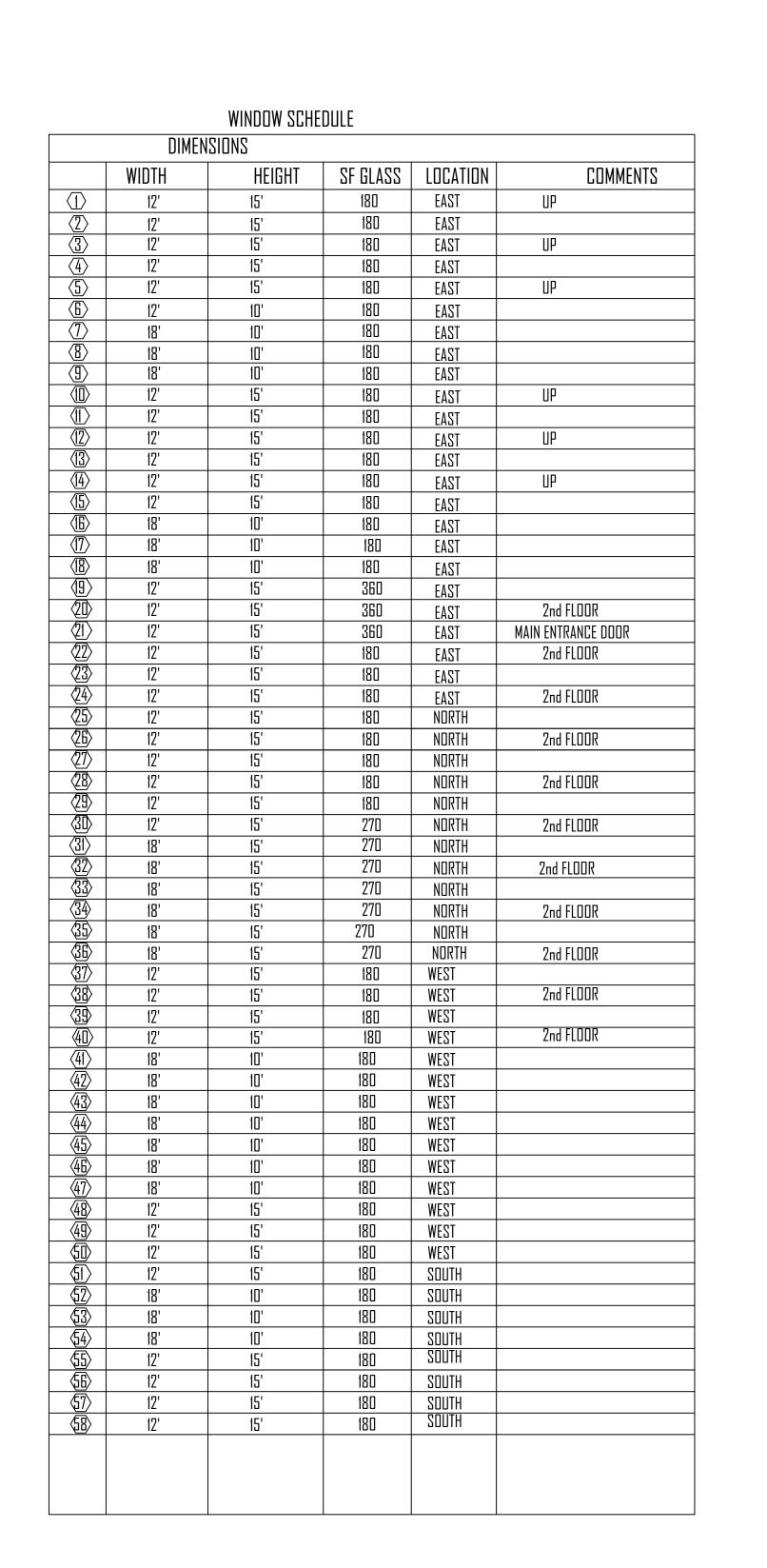
(747) 239-1500













ENGINEER

FELIPE SEGOVIA 2320 SANTA CRUZ CT TORRANCE CA 90501 (310) 560 7409



DRAWN BY:

ADRIAN LOPEZ
ADRIAN@KLFENIX.COM
(562)519-5450

PROJECT ADDRESS:

20601 S MALIN ST

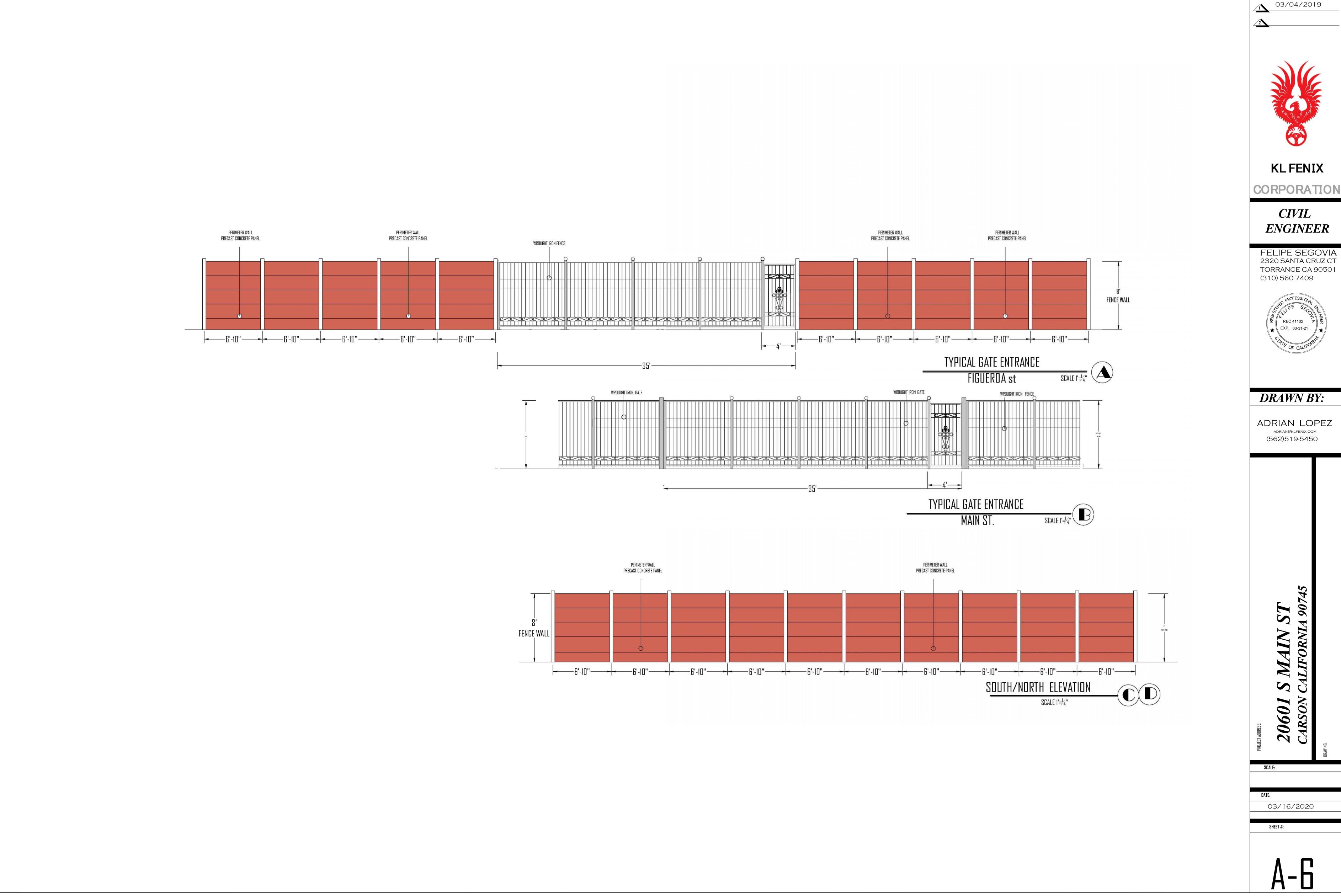
CARSON CALIFORNIA 90745

DRAWING:

A-4

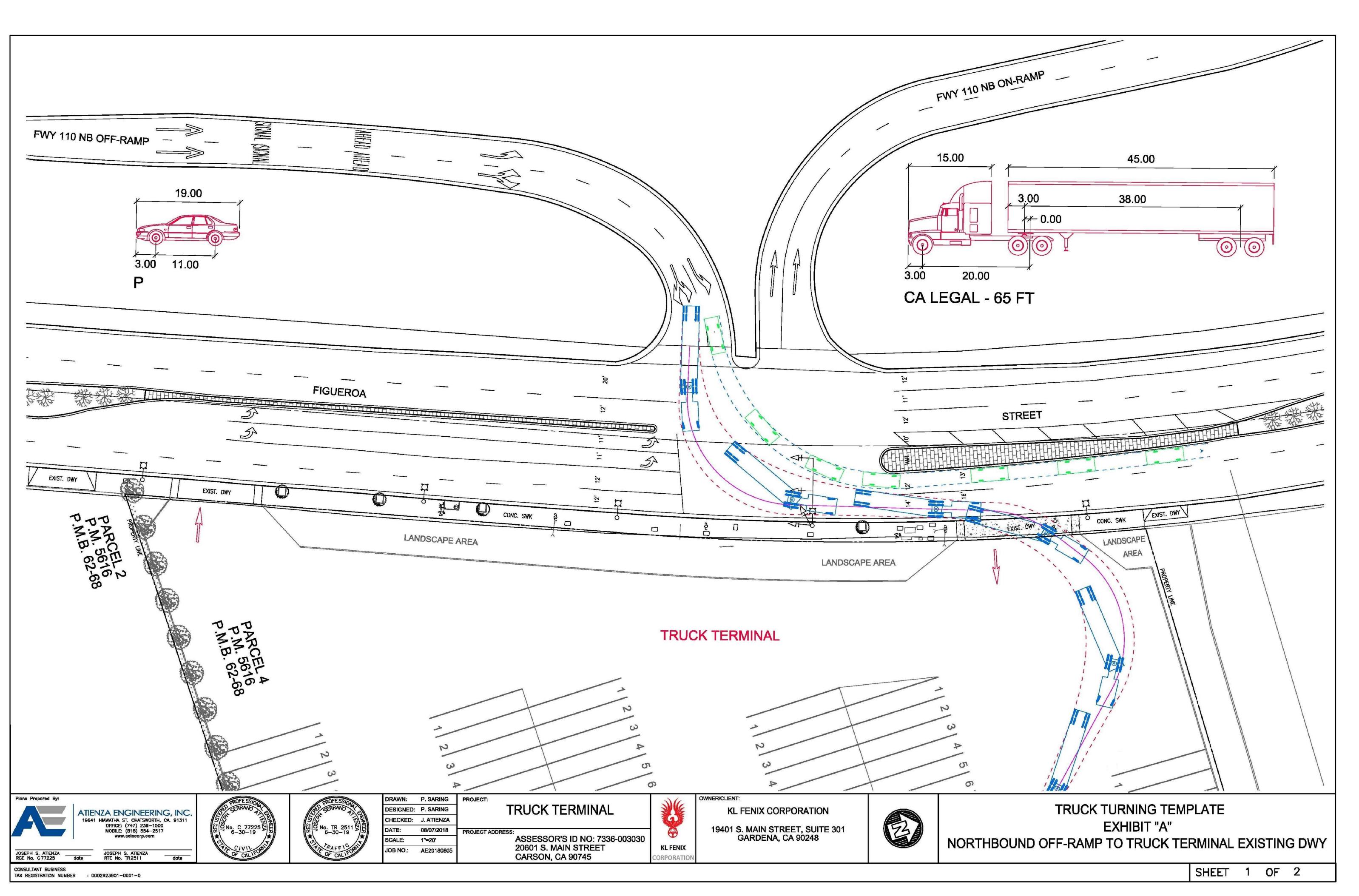
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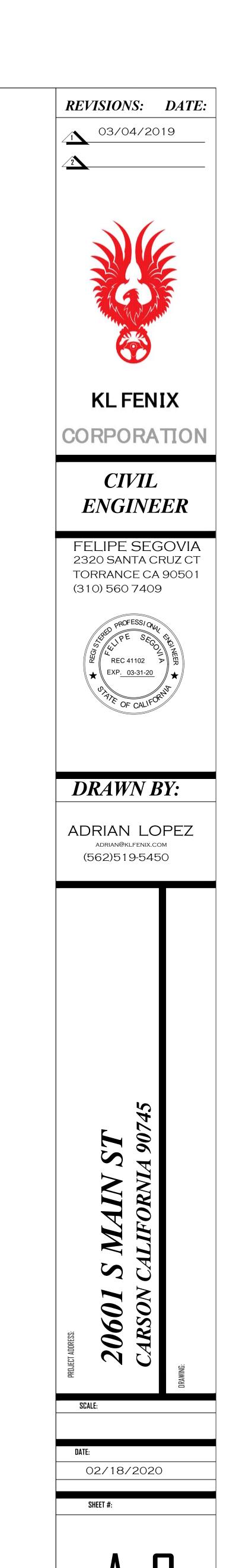


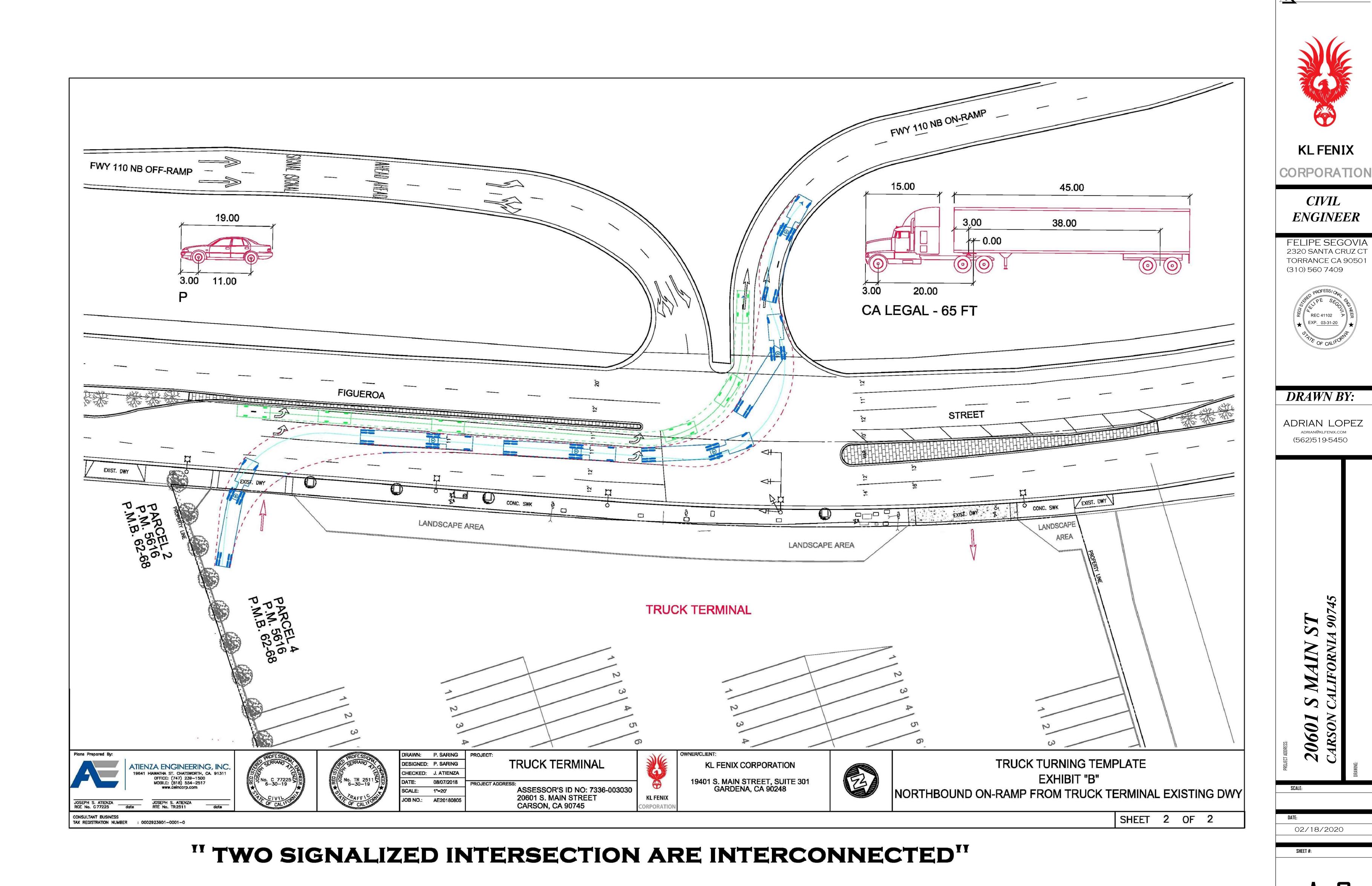
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"TWO SIGNALIZED INTERSECTION ARE INTERCONNECTED"

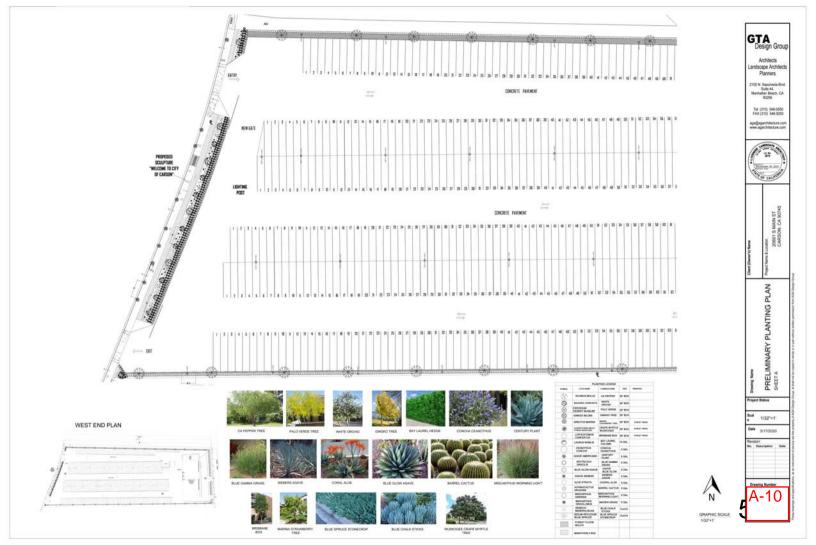


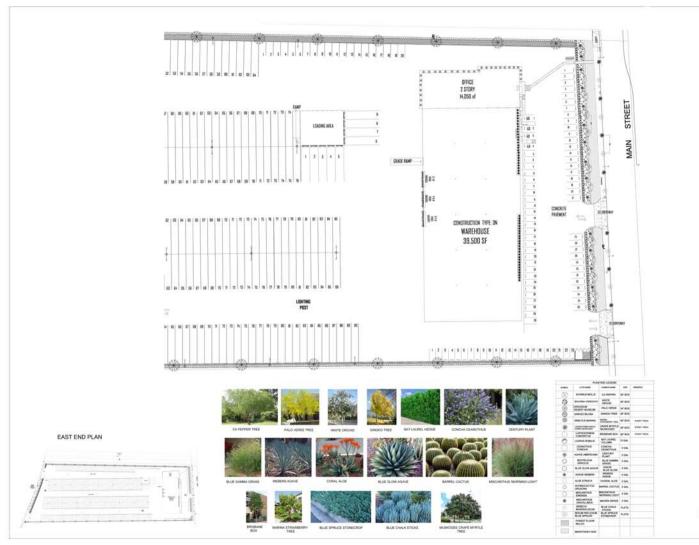


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REVISIONS: DATE:

03/04/2019







Landscape Architects Planners

2100 N. Sepulveda Bivd. Suite 44, Manhattan Beach, CA 90268

Tel (310) 546-5550 FAX (310) 548-9250 aga@agarchitecture.com www.agarchitecture.com

20601 S MAIN ST CARSON, CA 90745

PRELIMINARY PLANTING PLAN

Scal 1/32"×1"

Date 3/17/2020

**Drawing Number** 

GRAPHIC SCALE

1/32"×1"



## CARGO CONTAINER PARKING SPECIFIC PLAN

April 2020

Exhibit No. 3

#### CARGO CONTAINER PARKING SPECIFIC PLAN APRIL 2020

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- VI. CARGO CONTAINER PARKING SPECIFIC PLAN BUILDING FORM REQUIREMENTS
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- VIII. TRAFFIC, CIRCULATION AND PARKING DEMAND MANAGENEMT
- IX. SUSTAINABILITY FEATURES

#### I. INTRODUCTION

#### a. PURPOSE

This Specific Plan provides the City of Carson the guidelines to regulate this specific parcel of land with land use regulations appropriate for a cargo container parking use.

#### b. LOCATION

The Specific Plan area consists of a single parcel of 14.3 acres located in the North West part of the City between Figueroa Street and Main Street. The associated project address is 20601 Main Street.



1/4" MILE RADIUS



#### c. HISTORY

This Site was operated as a brown landfill between November 1956 and October 1959. After the landfill operation was closed in 1959, the site has remained as a vacant lot with overgrowth of vegetation. In addition, there are homeless encampments and illegal dumping of trash and debris. This caused the area to look unkempt, thus impacting the overall image of the City being right off the 110 freeway.

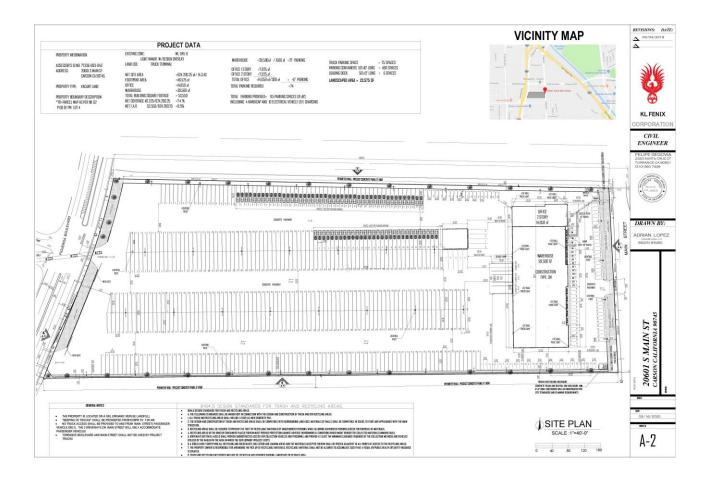
Since 1990 several developers have tried to build on this parcel; but to date, none have been successful or have even come close to starting a new development. The last proposed development was in 2004 by Carson Valley LLC, which proposed a mixed-use project to the City and to the DTSC. Although, the mixed-use project received approval from the City, Carson Valley LLC filed a bankruptcy petition on October 15, 2010 and the mixed-use project did not materialize. In 2015, KL Fenix Corporation, a small sized business entity, purchased the site and is proposing to develop this vacant parcel into a modern Cargo Container Parking project. The proposed project will greatly improve the condition and appearance of this vacant parcel and will convert the non-usable Brownfield site into a focal entry point to the City of Carson.

#### d. PROJECT DESCRIPTION

The Cargo Container Parking project will include a warehouse/office building that will face Main Street frontage and an associated 115 parking spaces for the use. The warehouse/office building is strategically proposed to be located on the Main Street side, so it can act as a visual screen for future developments on properties located to the east of this site and to the surrounding areas. The warehouse space will be approximately 39,500 square feet with high ceilings, along with an attached two-story office space on one side that will be about 14,000 square feet. The total building area will be approximately 53,500 square feet with a height of approximately 42 feet. The architectural design of the Main Street side building facades will be aesthetically pleasing and will include large sections of glass and architectural relief to ensure it compatibility with surrounding land-uses.

The principal use of the project will be for Cargo Container parking. The project proposes 400 cargo container parking spaces and 75 spaces for truck parking, along with (6) loading docks attached to the warehouse. In addition, nine (9) exterior transfer docks arranged around a loading area are also being proposed. The container parking facility on this site will mainly contribute to mobilize goods that are imported, and also for goods that are made in the United States, to be exported through the local Ports of Los Angeles and Long Beach. The access for trucks associated with this project will be the on and off ramp located across Figueroa Street onto the 110 Interstate Freeway directly west of the property. A very limited number of trucks for this facility would use the City of Carson's streets and if so, only designated truck routes.

The following illustration is the conceptual site plan for the proposed project.



Proposed Site Plan.

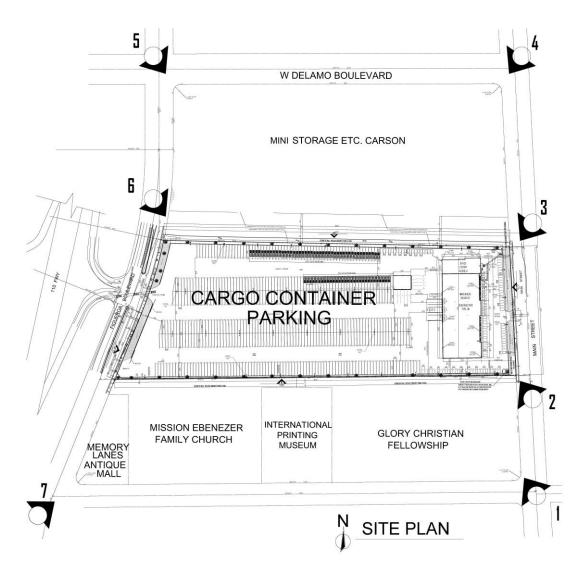
#### **II. EXISTING AND SURROUNDING AREA**

The KL Fenix specific plan area is a 14.3 acre parcel of land abuts the Figueroa Blvd to the West, Main Street to the East and a flood control channel to the North. The south end of the property abuts miscellaneous commercial, office and light industrial uses. The parcel is located directly east to the I-110 Figueroa on-and off-ramps.

Access to the Specific Plan area is provided via Main Street for vehicular traffic and Figueroa Blvd. for truck/container traffic.

The current General Plan designation for this parcel is Mixed Use Commercial and the current zone is Manufacturing Light with Organic Refuse Landfill (ML-ORL-D).

Following is an aerial photograph of the site along with an indication of all areas within a 300-foot radius along with street view photographs of the surrounding area:



### Surrounding area: Context and site photos

- 1. Torrance Blvd. and Main St. view
- Main view of the property South corner of the Property
   Main view of the property North corner of the Property
   Main St. view Self Storage

- 5. Del Amo / Figueroa Blvd. view
- 6. Channel view Figueroa Blvd. North West Corner of the Property 7. Figueroa / Torrance Blvd. view



1. TORRANCE AND MAIN VIEW.



2. MAIN VIEW-SOUTH CORNER OF THE PROPERTY



3-. MAIN VIEW- NORTH CORNER OF THE PROPERTY



4. MAIN ST VIEW - SELF STORAGE



5.-DEL AMO/FIGUEROA BLVB.



6. CHANNEL VIEW- FIGUEROA BLVD.-NORTH WEST CORNER OF PROPERTY



7. FIGUEROA/ TORRANCE BLVD.

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#### III. PURPOSE AND INTENT OF SPECIFIC PLAN

The KL Fenix Cargo Container Parking Specific Plan provides the elements, character, location, and method of implementation for this project located at the approximately 618,475 (14.3 Acre) square-foot site. Adoption of the Specific Plan is designed to advance the City's following land use policy goals and objectives:

#### URBAN DESIGN FRAMEWORK

Provide development and form-based design standards to promote the development of a dynamic, modern, aesthetically pleasing and sustainable Cargo Container Parking project at this key entry point to the City of Carson.

#### 2. BUILDING HEIGHT

Building height will be compatible with current Zoning Ordinance. This site is zoned ML-D-ORL and no modification to the height standards of the current zone will be required.

#### 3. PEDESTRIAN NETWORK

The Site will provide walkable pathways along the Main Street and Figueroa Street frontage to encourage the development of a pedestrian network on both frontages and the surrounding areas.

#### 4. DESIGN STANDARDS

Encourage design excellence and establish a high-quality standard for future development to occur at this site that has street frontage on Figueroa & Main Streets and is a key entry point to the City of Carson.

#### 5. INDUSTRIAL ACTIVITY

Fulfill Carson General Plan Policy LU – 6.6 by "Attract(ing) land uses that generate revenue to the City of Carson, while maintaining a balance of other community needs such as housing, open space, and public facilities." (See General Plan Land Use Element, p LU-6)

#### 6. SITE CIRCULATION

Enhance Figueroa and Main Streets pedestrian, bicycle, and transit-oriented characteristics while at the same time improving vehicular circulation.

#### 7. LAND USE

Implement Carson General Plan Policy LU – 1 of "Productive reuse of brownfield sites and LU-6 of "A sustainable balance of residential and non-residential development and a balance of traffic circulation throughout the City. (See General Plan Land Use Element, p. LU-1)

#### 8. EFFICIENT INDUSTRIAL DEVELOPMENT

Implement Carson General Plan Policy LU - 6 of "A sustainable balance of residential and non-residential development and a balance of traffic circulation throughout the City.

#### 9. SUSTAINABLE COMMUNITIES

Require design consistent with City of Carson Green Building Code "through use of materials and colors, building treatments, landscaping, open space, parking, environmentally sensitive, and sustainable building design."

#### IV. RELATIONSHIP TO OTHER LAND USE REGULATIONS

A Specific Plan is a regulatory tool to guide development in a local area consistent with the City's General Plan. While the General Plan provides the primary guide for growth and development citywide, the Specific Plan customizes the planning process to enhance and promote the unique characteristics of a special area. This Specific Plan is adopted pursuant to Section 65450 et. Seq. of the California Government Code.

#### A. GENERAL PLAN CONSISTENCY

To ensure consistency between the KL Fenix Specific Plan and the City of Carson General Plan, the General Plan will be amended concurrent with adoption of this Plan. The corresponding General Plan amendment establishes a "Cargo Container Parking" Land Use Designation for the KL Fenix Specific Plan area to replace the Site's existing "Light Industrial" General Plan designations. The Specific Plan is consistent with the following General Plan Land Use Element goals, policies and objectives:

#### ADAPTIVE REUSE OF "BROWNFIELDS"

GOAL LU-1 "Productive Reuse of Brownfield Sites."

<u>CONSISTENT</u> The Specific Plan provides development standards designed to mitigate conditions at this existing "brownfield" site that is currently not usable into a productive parcel that can be incorporated into the City's business community. The Specific Plan's development standards specifically promote a modern "Cargo Container Parking" facility to take advantage of the site's unique location of proximity to major Interstate Freeways and other major transportation corridors.

Goal LU-2 "Rehabilitation and /or removal of abandoned buildings and facilities"

<u>CONSISTENT</u> The site is currently an abandoned vacant parcel of land that is incompatible with the surrounding area and uses. Implementation of the KL Fenix Specific Plan will remove this abandoned parcel of land and provide for the development of a modern "Cargo Container Parking" facility that will be compatible with the surrounding area.

#### • EXPANSON OF THE COMMERCIAL BASE

Goal LU-5 "Maximize the City's market potential in order to enhance and retain shopping and entertainment opportunities to serve the population, increase revenues to the City, and provide new employment opportunities."

<u>CONSISTENT</u> The KL Fenix Specific Plan will fulfill General Plan LU-5 with the creation of new employment opportunities and an increase of revenues to the City. The project will

also bring approximately 150 new employment positions into the City of Carson. Business License Tax, increased property Tax, Utility use Tax and creating job impacts sales Tax.

#### A BALANCE OF USES

GOAL LU-6 "A sustainable balance of residential and non-residential development and a balance of traffic circulation throughout the City."

CONSISTENT The location of this vacant parcel of land with proximity to major transportation corridors allows for a very unique development opportunity and for implementation of General Plan Goal LU-6. The KL Fenix Specific Plan design standards allow for a non-residential development, a "Cargo Container Parking" facility, with direct access to the 110 Interstate Freeway and to other major transportation corridors. Traffic circulation throughout the City will be minimally impacted since most of truck trips will simply cross Figueroa Blvd for access onto the 110 Freeway.

#### B. ZONING ORDINANCE CONSISTENCY

The Carson Zoning Code and Map is also amended by ordinance concurrent with adoption of the Specific Plan to ensure complete consistency. Where Carson zoning regulations and/or development standards are inconsistent with this Specific Plan, the Specific Plan standards and regulations shall supersede. However, any issue not specifically addressed in the Specific Plan shall be subject to the General Planning and Zoning Code regulations. A project that requires no deviations from the regulations and/ or development standards contained herein shall be exempt from Site Plan and Design Review.

#### C. PROCEDURES

Site Plan Review Required.

Any future proposed development that is not in substantial conformance with the standards and guidelines contained herein shall be subject to additional Site Plan and Design Review.

Exceptions to this Specific Plan.

The procedures for the granting of exceptions to the requirements of this Specific Plan are set forth below. In approving an exception to this Specific Plan pursuant to this Section, the Commission granting an approval, and any City body exercising appellate review of an approval, may simultaneously approve any conditional use under their jurisdiction.

- 1) Initiation. Consideration shall be initiated upon the filing of an application by the owner of the subject property or his authorized representative, in accordance with CMC 9173.1.
- 2) Notification of Applicant. The City shall notify the applicant in writing within thirty days of the filing of the application that either the application is complete and has been accepted for processing, or that the application is incomplete and that additional information, specified in the letter, must be provided.

- 3) Commission Hearing Notice. Notice of hearing shall be given by posting and by notice through the United States mails to the applicant, to the owners of the property within seven hundred and fifty (750) feet, and to any person who has filed a written request therefor, all as provided in CMC 9173.22 (California Government Code Section 65905), and in such other manner as prescribed by the laws of the State of California and as the Commission may deem necessary or desirable. The City Clerk may give such additional notice, and in such manner as may be deemed necessary or desirable by the City Clerk or the Council.
- 4) Commission Findings and Decision.
- a. After the hearing, the Commission shall, by resolution, render its decision to approve or disapprove an Exception. In making its decision, the Commission shall adopt written findings with respect to this requirement as follows:
  - i. that while site characteristics or existing improvements make strict adherence to the zoning regulations impractical or infeasible, the project nonetheless conforms with the intent of those regulations;
  - ii. that in light of the project as a whole, including any mitigation measures imposed, the project's location, size, height, operations and other significant features will be compatible with and will not adversely affect or further degrade adjacent properties, the surrounding neighborhood, or the public health, welfare, and safety; and
  - iii. that the project is in substantial conformance with the purpose, intent and provisions of the General Plan, any applicable community plan and any applicable specific plan.

An Exception shall not be granted for a parcel of property which authorizes a use or activity which is not otherwise expressly authorized by the zone regulation governing the parcel of property. (California Government Code Section 65906.)

- b. Notice of the Commission decision shall be given as provided in CMC 9173.32.
- 5) Conditions. Any Variance granted shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated (California Government Code Section 65906), and shall be subject to such conditions as will assure that any potential adverse effects will be mitigated where feasible.
- 6) Effective Date and Appeal.
- a. The decision of the Commission shall become effective and final fifteen (15) days after the date of its action unless an appeal is filed in accordance with CMC 9173.4.
- b. An appeal shall be considered by the Council as provided in CMC 9173.4.

#### V. CARGO CONTAINER PARKING SPECIFIC PLAN

#### a) Permitted Uses

Uses are permitted in the industrial zones as indicated in the following table. Cargo Container Parking will be a permitted use under this specific plan. However, any use not specifically addressed herein shall be subject to the General Planning and Zoning Code regulations for approval:

#### Legend

- X. Automatically permitted use.
- L. Automatically permitted use provided special limitations and requirements are satisfied as noted herein, in Division 8 of this Part and in Division 8 of Part 3.
- D. Use permitted subject to the approval of the Director
- LD. Use permitted provided special limitations and requirements are satisfied as noted herein, in Division 8 of Part 2, and subject to the approval of the Director.
- C. Use permitted upon approval of a conditional use permit.
- CC. Use permitted upon approval of the City Council as prescribed under other provisions of the Carson Municipal Code.

All uses located less than one hundred (100) feet from any residential zone are subject to the provisions of CMC <u>9148.8</u> to determine if the use requires a conditional use permit.

	ZONES	
	ML	МН
Storage:		
Cold storage plant.	Х	Х
Petroleum coke.		С
Warehousing of furniture, household goods, dry goods, clothing, textiles, durable goods, no perishable foods.	Х	Х
Glass, lumber (no boxes or crates), naval stores, plaster, empty barrels, metal (no scrap), machinery, equipment.	Х	Х
Polyurethane foam.	С	С
Rock, sand, crushed aggregate and gravel:		
Not more than 2,000 tons.	Х	Х
More than 2,000 tons. (In ML Zone, only permitted on property which also has an ORL Zone designation and must be at least 1,000 feet, as measured from lot line	С	Х

	ZONES	
	ML	МН
to lot line, from any residential zone, and any conditional use permit shall be subject to approval or other action by the City Council.)		
Clay and clay products.	Х	Х
Cement silo, grain elevator.		Х
Petroleum and petroleum products (If associated with oil and gas production and related facilities, refer to CMC $\underline{9500}$ – 9537, Oil and Gas Code, for governing requirements):		
Not more than 2,500 barrels.	Х	Х
More than 2,500 barrels.		С
Cargo container (prohibited within 1,000 feet, as measured from lot line to lot line, of residentially zoned property or institutional uses).		L
Natural gas (If associated with oil and gas production and related facilities, refer to CMC <u>9500</u> – 9537, Oil and Gas Code, for governing requirements):		
Belowground – any amount.	Х	Х
Aboveground:		
Not more than 500,000 cubic feet.	Х	Х
More than 500,000 cubic feet.	С	
Oxygen, acetylene (subject to Fire Code requirements).	Х	Х
Agricultural chemicals (must be at least 100 feet from any residential zone, public school, public park, hospital or long-term health care facility).	L	L
Liquid petroleum gas (If associated with oil and gas production and related facilities, refer to CMC <u>9500</u> – 9537, Oil and Gas Code, for governing requirements):		
Not more than 30,000 gallons.	Х	Х
More than 30,000 gallons		С
Fuel yard (not covered elsewhere, including propane).	Х	Х
Aircraft fuel and lubricant.		С
Explosives – dynamite (over 100 pounds), nitroglycerine, nitromethane, nitroethane, cellulose nitrate, gun powder, blasting powder.		С
Creosote, creosoted poles.		С
Fertilizer.		С

	ZONES	
	ML	МН
Junk, salvage, metal scrap, rags, bottles, nonferrous scrap (other than paper), subject to the requirements of CMC 9148.1.		С
Waste paper, subject to the requirements of CMC 9148.1.	С	С
Poison (Class A or Class B)* – pesticides, rodenticides, insecticides, herbicides.		С
*Classification according to Los Angeles County Fire Department. (R.M. Graziano's Tariff No. 25).		
Organic peroxides** – (more than 50 pounds).		С
**Having a severity classification of 3 or greater according to tests prescribed by the Society of the Plastics Industry and acceptable to the Los Angeles County Fire Department.		
Motor vehicles (not including impounding yard).	Х	Х
Vehicle impounding yard, subject to the requirements of CMC 9148.1.		С
Aircraft.		Х
Transportation, Communications, Utilities and Public Service:		
Service yard – public utility or public service.	X	Х
Jail farm, honor farm.	С	С
Aircraft beacons and navigational aids – operating.	X	Χ
Blimp port, heliport, helistop.	С	С
Railroad yard, repair shop, roundhouse.		С
Truck terminal, subject to the requirements of CMC <u>9148.9</u> .	С	С
Truck yard, subject to the requirements of CMC <u>9148.9</u> .		С
Transfer station for refuse, sewage treatment plant.		С
Access to other property lawfully used for purposes not permitted on subject property.	X	X
Intermodal container transfer facility.		С
Outdoor Advertising:		
Outdoor advertising sign, including electronic digital displays, subject to the requirements of CMC <u>9146.7</u> .	CC	СС
Wireless Telecommunications Facilities (see CMC 9138.16):		
Minor wireless telecommunications facilities, subject to the requirement of	L	L

	ZONES	
	ML	МН
CMC <u>9138.16</u> .		
Major wireless telecommunications facilities, subject to the requirement of CMC 9138.16.	С	С

#### b) Prohibited Uses

All uses are prohibited except as expressly permitted by the provisions of this Chapter.

#### c) Marking of Truck Parking and Cargo Container parking spaces.

The 75 truck parking spaces and 400 cargo container parking spaces shall be designated.

#### d) Floor Area Ratio (FAR).

Floor Area Ratio ("FAR") is defined as the ratio of floor area to total (gross) lot area. The FAR limitation in this Specific Plan shall be used to limit the above-grade gross floor area of all permitted structures to 0.5 The maximum above-grade gross floor area shall be determined by multiplying the FAR by the total building area on all floors to the Specific Plan area.

#### e) Building Height

No structure within the Specific Plan area may exceed seventy five (75) feet.

#### f) Parking

Parking shall be completely screened from public view except at the driveway access points into the site. There shall be two parking entries on Figueroa Blvd and one entrance on Main Street frontage.

Parking shall be generally provided in accordance with Section 9305 C of the Carson Municipal Code, particularly as it describes parking standards for light industrial uses.

#### g) Streetscape Design and Public Spaces

The design intent for the KL Fenix Cargo Container Parking Specific Plan project follows the concept of contextual design with emphasis on creating a sense of place and an enhanced pedestrian experience on both of the street frontages, Figueroa Blvd and Main Street. There shall be a 8-12 foot wide sidewalk along Main Street and Figueroa Blvd within an overall 25 feet of building setback. Within the setback landscape buffers to create a pleasing streetscape shall be provided.

All landscaped areas shall be well maintained at all times and permanently irrigated with an electronic timer preset for early morning hours. All required yards adjacent to, or visible from, a public right-of-way shall be landscaped utilizing any combination of the following:

Drought resistant plants common to this region, including lawn grasses, flowers, ground covers, vines, shrubs in five (5) to fifteen (15) gallon sizes, and 24-inch box size specimen trees; Decorative materials such as rock, bark, gravel, boulders, wood, brick, block, tile, stucco, ornamental iron, and chain link; or two (2) Artistic features, such as berms, earth mounds, planter beds, fencing, monuments, artwork, sculptures, and fountains.

#### h) Surveillance Cameras

Surveillance cameras will be installed at the access point on Main St. to monitor no trucks coming through the Main St. entrance. Surveillance cameras will also be installed in the cargo container parking facility to monitor no more than 75 trucks be parking in the facility.

#### VI. CARGO CONTAINER PARKING SPECIFIC PLAN BUILDING FORM REQUIREMENTS

The overall concept for the exterior Building Design, such as use of material, articulation to building facades and projections is to create interest in street facing elevations, in particular the elevations facing Main Street. Building form and façade elevations facing Main Street shall be designed to create a screen for developments in the surrounding area.

#### VII. SIGNAGE

Capital letters shall not exceed a height of thirty-two (32) inches. Lower case letters shall not exceed a height of thirty-two (32) inches. When using a logo, logo size should not exceed fifty-four (54) inches. Two (2) rows of letters shall not exceed sixty-four (64) inches.

The sign area of a monument sign shall not exceed one and one-half (1.5) square foot per each foot of street frontage. Sign placement shall not exceed a maximum of one (1) per every one hundred fifty (150) linear feet of street frontage. Signs shall be located at least seven and one-half (7-1/2) feet from interior lot lines. Monument signs shall be a maximum of sixteen (16) feet high with a maximum forty-eight (48) inch base and should not be a hazard to pedestrian or vehicular traffic. Sign content shall be limited to shopping center and tenant names (with no more than two (2) rows of letters).

#### VIII. TRAFFIC, CIRCULATION AND PARKING DEMAND MANAGENEMT

#### A. DEFINITIONS

For the purpose of this section, certain words and terms are defined as follows:

Carpool. A vehicle carrying two to five persons to and from work on a regular schedule.

Development. The construction of new non-residential floor area.

Gross Floor Area. That area in square feet confined within the outside surface of the exterior walls of a building, as calculated by adding the total square footage of each of the floors in the building, except for that square footage devoted to vehicle parking and necessary interior driveways and ramps.

Preferential Parking. Parking spaces designated or assigned through use of a sign or painted space markings for Carpools or Vanpools that are provided in a location more convenient to the entrance for the place of employment than parking spaces provided for single-occupant vehicles. Transportation Demand Management (TDM). The alteration of travel behavior through programs of incentives, services, and policies, including encouraging the use of alternatives to single-occupant vehicles such as public transit, cycling, walking, carpooling/vanpooling and changes in work schedule that move trips out of the peak period or eliminate them altogether (as in the case in telecommuting or compressed work weeks).

Trip Reduction. Reduction in the number of work-related trips made by single-occupant vehicles.

Vanpool. A vehicle carrying six or more persons to and from work on a regular schedule, and on a prepaid basis.

Vehicle. Any motorized form of transportation, including but not limited to automobiles, vans, buses, and motorcycles.

#### B. APPLICABILITY

This subdivision applies to the construction of new non-residential gross floor area. Prior to the issuance of a building permit, the owner/applicant shall agree to provide and maintain in a state of good repair the following applicable transportation demand management and trip reduction measures.

#### C. REQUIREMENTS

- 1. The owner shall provide a bulletin board, display case, or kiosk (displaying transportation information) where the greatest number of employees are likely to see it. The transportation information displayed should include, but is not limited to, the following:
  - a. Current routes and schedules for public transit serving the site;
  - b. Telephone numbers for referrals on transportation information including numbers for the regional ridesharing agency and local transit operations;
  - c. Ridesharing promotion material supplied by commuter-oriented organizations;
  - d. Regional/local bicycle route and facility information;
  - e. A listing of on-site services or facilities which are available for carpoolers, vanpoolers, bicyclists, and transit riders.
- 2. Parking shall be completely screened from public view except at the driveway access points into the garages. A designated parking area for employee carpools and vanpools as close as practical to the main pedestrian entrance(s) of the building(s). The spaces shall be signed and striped sufficient to meet the employee demand for such spaces. The carpool/vanpool parking area shall be identified on the driveway and circulation plan upon application for a building permit
- 3. Parking spaces clearly identified (signed and striped) shall be provided in the designated carpool/vanpool parking area at any time during the building's occupancy sufficient to meet employee demand for such spaces. Absent such demand, parking spaces within the designated carpool/ vanpool parking area may be used by other vehicles;

- 4. No signed and striped parking spaces for carpool/vanpool parking shall displace any handicapped parking:
- 5.A statement that preferential carpool/vanpool spaces are available on-site and a description of the method for obtaining permission to use such spaces shall be included on the required transportation information board;
- 6. A minimum vertical clearance of 7 feet 2 inches shall be provided for all parking spaces and accessways used by vanpool vehicles when located within a parking structure;
- 7. Bicycle parking shall be provided for at least five (5) percent of the total number of stalls in all parking areas.in conformance with the Carson Municipal Code Section 9138.17 Mixed-Use Carson Street (MU-CS).
- 8. A safe and convenient area in which carpool/vanpool vehicles may load and unload passengers other than in their assigned parking area;
- 9. Sidewalks or other designated pathways following direct and safe routes from the external pedestrian circulation system to each building in the development;
- 10. If determined necessary by the City to mitigate the project impact, bus stop improvements shall be provided. The City will consult with the local bus service providers in determining appropriate improvements. When locating bus stops and/or planning building entrances, entrances shall be designed to provide safe and efficient access to nearby transit stations/stops;
- 11. Safe and convenient access from the external circulation system to bicycle parking facilities on site.
- 12. Truck Route Limitations: No trucks can access the site through the Main street entrance because there is only one driveway on Main St., and it is divided in two. In addition, surveillance video cameras will be installed to monitor trucks from using the Main St driveway.
- 13. Signal coordination with Caltrans: We will follow Caltrans recommendation.
- 14. Idling of Trucks mitigation: All truck drivers are "A" License professional and they know idling trucks is not necessary.
- 15. 75 trucks cap. Measures to mitigate exceeding this cap: Truck parking spaces are designated maximum 75. Surveillance video cameras will be installed to monitor the number of trucks and not allow more than 75 trucks to park on the site at any one time.

#### IX. SUSTAINABILITY FEATURES

The KL Fenix Cargo Container Parking Specific Plan project shall be based on principles of smart growth and environmental sustainability. The new buildings shall be designed and constructed to incorporate environmentally sustainable design features equivalent to the minimum mandatory requirements of the most current edition of the California Green Building Code. The KL Fenix Cargo Container Parking Project shall incorporate an environmentally sustainable design using green building technologies utilizing more resource-efficient modes of construction

adhering to the principles of energy efficiency, water conservation, environmentally preferable building materials, and overall waste reduction. Sustainability features of the Project shall include the following:

## Water Conservation

The Project will comply with MWELO Requirements.

- Non-residential restroom faucets with a maximum flow rate of 0.5 gallon per minute and non-residential kitchen faucets (except restaurant kitchens) with a maximum flow rate of 1.5 gallons per minute.
- Non-residential restroom faucets of a self-closing design (i.e., that shall automatically turn off when not in use).
- Weather-based irrigation controller with rain shutoff, matched precipitation (flow) rates for sprinkler heads, and rotating sprinkler nozzles or comparable technology such as drip/ micro spray/subsurface irrigation and moisture sensors where appropriate.
- •Minimum irrigation system distribution uniformity of 75 percent.
- •Use of proper hydro-zoning, turf minimization, zoned irrigation and use of native/drought-tolerant plant materials.
- •Use of landscape contouring to minimize precipitation runoff.
- •Use of LID flow-through planters within common site areas that are not located above subterranean parking.

## Energy Conservation and Efficiency

- •Energy Star-labeled products and appliances shall be installed where appropriate.
- •Meeting of Title 24, Part 6, California Energy Code baseline standard requirements for energy efficiency, based on the most current Energy Efficiency Standards requirements. Examples of design methods and technologies that shall be implemented may include, but not be limited to, high performance glazing on windows, appropriately-oriented shading devices, high efficiency boilers (if single metered), instantaneous water heaters (if individual meters), and enhanced insulation to minimize solar and thermal gain.
- Application of energy-saving technologies and components to reduce the project's electrical usage-profile. Examples of these components include compact fluorescent light bulbs (CFL), energy saving lighting schemes such as occupancy-sensing controls (where applicable), use of light emitting diode (LED) lighting or other energy-efficient lighting technologies where appropriate, and energy-efficient heating and cooling equipment.
- During operations in order to achieve maximum efficiency, while maintaining safety for occupants and visitors, exterior lighting elements will be controlled by light sensors and/or timeclocks to avoid over lighting as appropriate.
- Commissioning of building energy systems to verify that the Project's building energy systems are installed, calibrated, and performing to the Owner's Project requirements.

### Transportation

- •Preparation and implementation of a Transportation Demand Management (TDM) Plan that shall promote the use of alternative transportation, such as mass-transit, ridesharing, bicycling, and walking to reduce project trips and/or vehicle miles traveled.
- •Provision of on-site bicycle storage for visitors and employees.
- •Accessibility to multiple public transportation lines adjacent to the Project Site.

- •Allocation of preferred parking for alternative-fuel vehicles, low-emitting, and fuel- efficient and
- ride-sharing vehicles.
  •As required, provision of electric vehicle charging stations (i.e., provide electric vehicle supply wiring equal to 5 percent of the total number of parking spaces).

# RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Carson 701 E Carson Street Carson, CA 90745 Attn: Planning Manager

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

# AGREEMENT REGARDING DEVELOPMENT IMPACT FEES, COMMUNITY FACILITIES DISTRICT, AND OTHER PROJECT DEAL POINTS

This Agreement Regarding Development Impact Fees, Community Facilities District, and Other Project Deal Points ("Agreement") is entered into by and between the City of Carson, a municipal corporation of the State of California ("City"), and KL Fenix Corporation, a California corporation ("Developer"). The City and Developer shall sometimes be referred to jointly within this Agreement as the "Parties" and individually as a "Party."

## **RECITALS**

- A. Orderly Development; Public Benefits. The City Council finds that (i) this Agreement is entered into pursuant to Section 65864 et seq. of the California Government Code, (ii) this Agreement is in the best public interest of the City and its residents, (iii) adopting this Agreement constitutes a present exercise of the City's police power, and (iv) this Agreement is consistent with the City's General Plan. This Agreement and the proposed Project (as defined below) will achieve a number of City objectives, including the orderly development of the Property (as defined below) and the provision of public benefits, or funds therefor, to the City and its residents.
- B. Moratorium. On March 21, 2017, the City Council adopted Interim Urgency Ordinance No. 17-1615U, enacting a 45-day moratorium on the establishment, expansion, or modification of truck yards, logistics facilities, hazardous materials and hazardous waste facilities, container storage facilities, and container parking (collectively, "Logistics Facilities") within the City (the "Moratorium"). The purpose of the Moratorium was to give the City the time to fully study the impacts of Logistics Facilities on the City's infrastructure and to develop the appropriate measures to ensure that Logistics Facilities pay their fair share. The Moratorium provides that a developer can seek an exception from the Moratorium by agreeing to mitigate a particular project's impacts. On May 2, 2017, the City Council adopted Interim Urgency Ordinance No. 17-1618U, which extended the Moratorium for an additional 10 months and 15 days. On March 20, 2018, the City Council adopted Interim Urgency Ordinance No. 18-1805U, which extended the Moratorium for an additional 12 months.
- C. *Moratorium Exception*. On August 21, 2018, the City Council adopted Resolution 18-113 ("**Resolution 18.113**") granting Developer an exception to the Moratorium (the "**Exception**") subject to certain conditions.
- D. *Moratorium Expiration*. The twice extended Moratorium expired March 16, 2020 .

- E. Adoption of DIF Program. On April 16, 2019, the City Council adopted Ordinance No. 19-1931 to implement the City's Interim Development Impact Fee Program ("**DIF Program**") to establish an interim Development Impact Fee ("**DIF**") schedule applicable to new development within the City. DIFs are valuable tools to fund infrastructure needs associated with new/additional development within the City pursuant to Government Code Sections 66000 *et seq*. DIFs serve the purpose of allowing the City to recover from each new development project a reasonable and proportional share of the cost of public facilities and infrastructure improvements that serve or will benefit that development.
- F. Agreed-Upon Payment of DIF Amount. City staff and its rate consultants have analyzed the DIF Program and fee study data contained therein, and potential impacts upon public facilities and infrastructure attributable to the Project, in order to accurately determine the DIFs that would be applicable to the Project. Project DIF amounts in this Agreement were determined by reviewing the individual Project and its direct relationship to the impacts created by the Project, and the fees collected, and it was determined that the amounts of the fees are roughly proportional to the Project's specific impacts. Based on such analyses, the Parties mutually agree that Project impacts warrant a one-time DIF payment equal to the amount determined from the DIF Program and in effect at the time of issuance of building permits for Cargo Container Parking facilities, which, as of the Effective Date, is Six Hundred Ninety Four Dollars and Seventy Eight Cents (\$694.78) per truck and container space. Based on the number of truck and container spaces of the Project, as of the Effective Date, Developer would be responsible for development impact fees in the amount of Dollars and (\$\_\_\_\_\_\_.\_\_). This amount is to be paid prior to issuance of Project building permits. Additionally, all applicable DIF amounts attributable to the warehouse, if any, as more particulary described in Section 3.1 of this Agreement, will be paid at the time applications for business licenses are submitted to City. All payments for DIFs pursuant to this Agreement are hereinafter referred to as the "DIF Amount." The Parties agree that such DIF Amount is (i) directly related to the impacts of the Project, and (ii) roughly proportional to the specific impacts upon public facilities and infrastructure attributable to the Project.
- G. CFD Formation. On November 7, 2018, the City formed a Master CFD entitled City of Carson Community Facilities District No. 2018-01 (Maintenance and Services) (the "Master CFD") for the purpose of funding the maintenance of public infrastructure within the area of the Master CFD which is within the City's jurisdictional boundaries (the "Services"). More specifically, the Services may include, but not be limited to, the provision of general City services and the maintenance of sidewalks, roadways, and parks to enhanced service levels. Additionally, the Master CFD may also fund any other public services as authorized under Section 53313 of the California Government Code. The Master CFD contemplates that the City will annex properties from time to time to the Master CFD to fund Services by unanimous written consent or as otherwise permitted by the Mello Roos Community Facilities Act of 1982 (the "Act"), which properties may be annexed as a "Zone" or otherwise with special taxes related to such properties to be assessed on the property owner pursuant to the Act.

- H. CFD Annexation. On April 2, 2019, the City Council adopted Resolution No. 19-009 to: (i) adopt a uniform procedure for annexing future properties into the Master CFD administratively at City staff level, and (ii) adopt uniform tax rates based on land use categories and zones established under the applicable Fiscal Impact Analysis. Pursuant to the Exception, Developer was to form, fund, and participate in an applicable community facilities district and become subject to all special taxes applicable to the Property (the "Property's Special Taxes"), whether administered through the Master CFD or another community facilities district to be formed by the City related to Services to the Property (the "CFD"). With the formation of the Master CFD, the Property may now be annexed into the Master CFD, consistent with the purposes set out in the Exception. Based on an analysis of the Services needed for the Project, Developer agrees the Property will be taxed at the rate in effect at the time of issuance of Project building permits for Industrial – All Other, which, as of the Effective Date, is Four Hundred Forty Nine Dollars and Thirty Cents (\$449.30) per acre on an annual basis, which means the Property's Special Taxes would be Six Thousand Four Hundred Thirty Eight Dollars and Forty Seven Cents (\$6,438.47) annually, as adjusted pursuant to Section 3.2b of this Agreement.
- I. Agreement as Development Tool. In light of there being inconsistencies within the City's Zoning Code and General Plan and in light of the interim nature of the proposed use of the Property and the extension to the Initial Term which may be granted Developer, the Parties desire to proceed and enter into this Agreement which they agree is the simplest way to provide Developer its requested entitlements.
- J. The Property. Developer owns the property located at 20601 South Main Street situated immediately east of and adjacent to Figueroa Street, south of Del Amo Boulevard and north of Torrance Boulevard, in the City of Carson, having Assessor's Parcel Number 7336-003043, and legally described and depicted in Exhibit "A" and Exhibit "B," respectively, attached hereto and incorporated herein (the "Property"). The Property is zoned ML (Manufacturing Light) and is approximately 14.33 acres in size. The General Plan land use designation for the site is Mixed Use Business Park. Among the Property's surroundings are those that consist of General Plan land use designations of Mixed Use Business Park within zoning district ML, Mixed Use Business Park within zoning district CG, Light Industrial within zoning district ML, Low Density within zoning district RM, and General Open Space within zoning district ML.
- K. The Project. Developer proposes to develop upon the Property, pursuant to this Agreement, as a temporary use, a logistics facility for use as a Cargo Container Parking facility with up to 53,550 square feet of industrial warehouse building and 223 spaces for cargo containers and 75 spaces for truck parking, totaling approximately 14.33 acres (the "Project"), as more particularly described in Sections 1.25, 4.1, and 4.2 of this Agreement.
- L. Purpose of Agreement. The purposes of this Agreement are: (i) to establish the allowable uses of the Property, set forth the paramaters under which the term of this Agreement may be extended, and establish the rights of the Parties, in light of there being inconsistencies within the City's Zoning Code and General Plan and in light of the

interim nature of the proposed use of the Property and the extension to the Initial Term which may be granted to Developer; (ii) for the City to grant to Developer a property right for the development and use of the Project in exchange for certain public benefits (e.g., public art installation, prohibition against Developer accessing Main Street and Torrance Boulevard with its trucks, and penalties imposed on Developer for failure to comply with this Agreement) which address the City's concerns that resulted in the Moratorium; and (iii) for the City Council to find that this Agreement establishes substantial compliance by Developer with the Exception and the terms of Resolution 18-113.

М. The Project's Entitlements. City finds and determines that all actions required of City prior to approval of this Agreement have been duly and regularly taken. In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA"), appropriate studies, analyses, reports and documents were prepared and considered by the Planning Commission and the City Council. The Planning Commission, after a duly noticed public hearing on May 27, 2020, recommended approval of a Mitigated Negative Declaration for the Project in accordance with CEQA ("MND"). On the same day, the Planning Commission, after giving notice pursuant to Government Code §§ 65090, 65091, 65092 and 65094, held a public hearing on the Developer's application for this Agreement ("DA 24-18"), General Plan Amendment ("GPA 108-2018"), Specific Plan ("SP 18-2018"), Conditional Use Permit ("CUP 1074-2018"), as well as a Site Plan and Design Overlay Review ("DOR 1745-2018") (collectively, together with the MND, the "Entitlements"), and recommended that the City Council approve said Entitlements. On \_\_\_\_\_\_, 2020, the City Council, after providing the public notice required by law, held a public hearing to consider the Developer's application for this Agreement. The Planning Commission and the City Council have found on the basis of substantial evidence based on the entire administrative record, that this Agreement is consistent with all applicable plans, rules, regulations and official policies of the City. The Entitlements will expire upon expiration or sooner termination of this Agreement, as may be extended.

## **COVENANTS**

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. GENERAL DEFINITIONS.

In addition to those terms defined within the above Recitals and elsewhere within this Agreement, the following terms shall bear the meanings set forth below:

- **1.1** "**Adjacent Surrounding Parcel**" means each of the Surrounding Parcels designated as Parcel 3, Parcel 4 and Parcel 5.
  - 1.2 "Adopting Ordinance" means Ordinance No. \_\_\_\_\_ approving this Agreement, introduced on \_\_\_\_\_, 2020 and adopted on \_\_\_\_\_, 2020.

- **1.3** "Agreement" means this Agreement, including all of its exhibits.
- **1.4** "Annual Review" means the annual review of the Developer's performance under this Agreement in accordance with Article 6 of this Agreement.
  - **1.5** "Applicable Laws" means, collectively, the following:
    - a. The Project Development Approvals, including the Conditions of Approval.
    - b. The Existing Land Use Regulations.
    - c. Subsequent Development Approvals.
    - d. Those Subsequent Land Use Regulations to which Developer has agreed in writing.
- 1.6 "Assignment" shall include any sale, transfer, lease, assignment, hypothecation or encumbrance of the Property and the transfer to any person or group of persons acting in concert of more than thirty percent (30%) of the present ownership and/or control of the Developer in the aggregate, taking all transfers into account on a cumulative basis. In the event Developer or its successor is a corporation or trust, such transfer shall refer to the transfer of the issued and outstanding capital stock of Developer, or the beneficial interests of such trust; in the event that Developer is a limited or general partnership, such transfer shall refer to the transfer of more than thirty percent (30%) of the ownership and/or control of any such joint venture partner, taking all transfers into account on a cumulative basis.
- **1.8** "**CFD**" means any Community Facilities District that is applicable to the Property and formed pursuant to the Mello Roos Community Facilities Act of 1982.
  - **1.9** "City" means the City of Carson, a California Charter city.
  - **1.10** "City Council" means the City Council of the City of Carson.
- **1.11** "Conditions of Approval" means all conditions imposed on the Project by the City, including those recommended by the Los Angeles County Fire Department, as part of the approval of the Entitlements.
- **1.12** "**Developer**" means KL Fenix Corporation, a California corporation, and its successors and assigns to all or any part of the Property.
- 1.13 "Developer's Vested Right" means Developer's right to complete the Project in accordance with, and to the full extent of, the Project Development Approvals, but only until the Initial Term expires unless this Agreement is extended, in which event

Developer's right to complete the Project will extend until expiration of such extended term, or unless Developer's rights become permanent pursuant to Article 2 of this Agreement.

- 1.14 "Development" means the improvement of the Property for the purposes of completing the structures, improvements, and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping and other facilities and improvements necessary or appropriate for the Project, and the maintenance, repair, or reconstruction of any building, structure, improvement, landscaping or facility after the construction and completion thereof.
- 1.15 "Development Approvals" means all Project-specific non-legislative approvals. Development Approvals include, but are not limited to, plans, maps, permits, site plans, tentative and final subdivision maps, design guidelines, variances, conditional use permits, grading, building, and other similar permits, environmental assessments, including environmental impact reports and negative declarations, and any amendments or modifications to those matters. "Development Approvals" does not include (i) rules, regulations, policies, and other enactments of general application within the City, (ii) legislative enactments, or (iii) any matter where City has reserved authority under Section 5 of this Agreement. Development Approvals are not Land Use Regulations.
- **1.16** "**DIF(s)**" means Development Impact Fees agreed to by Developer pursuant to Section 3.1 hereof.
- **1.17** "Effective Date" means the date on which the Adopting Ordinance becomes effective, typically thirty (30) days after the second reading of the Adopting Ordinance.
- **1.18** "Entitlements" means this Agreement, the MND, GPA 108-2018, SP 18-2018, CUP 1074-2018, and DOR 1745-2018.
- **1.19** "Exhibit" means an exhibit to this Agreement, unless otherwise specifically referenced to a different agreement or document. The following exhibits are incorporated into the Agreement by reference as though set forth in full:

Exhibit A Legal Description of the Property

Exhibit B Depiction of the Property

Exhibit C Surrounding Parcels

Exhibit D Site Plan

- **1.20** "Extended Term" means the additional three (3) year period(s) following the Initial Term in accordance with Section 2.3 and Section 2.6 of this Agreement.
- **1.21** "Existing Land Use Regulations" means (i) all Land Use Regulations in effect on the Effective Date and (ii) any changes to Land Use Regulations enacted on or after the Approval Date and before the Effective Date for which Developer has provided its written consent to allow those changes to apply to the Project.

- **1.22** "**Heavy Industrial**" means having a Heavy Industrial General Plan Land Use Designation that is in effect when any General Plan Amendment is approved for the Surrounding Parcels or as otherwise described in the 2040 General Plan or any subsequently adopted General Plan.
- **1.23** "**Initial Term**" means the period of time that is seven (7) years commencing on the date of issuance of the Certificate of Occupancy or final permit for all improvements associated with the Project, subject to any early termination provisions described in this Agreement.
- 1.24 "Land Use Regulations" are laws and regulations enacted through legislative actions of the City Council. Land Use Regulations include ordinances, laws, resolutions, codes, rules, regulations, policies, requirements, guidelines or other actions of City, including but not limited to the City's General Plan, Municipal Code, and Zoning Code which affect, govern or apply to the development and use of the Property, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement, and construction standards and specifications applicable to the Project. "Land Use Regulations" do not include (i) Development Approvals, (ii) regulations relating to the conduct of business, professions, and occupancies generally, (iii) taxes and assessments, (iv) regulations for the control and abatement of nuisances, (v) health and safety regulations, or (vi) any other matter reserved to the City pursuant to Article 5.
- **1.25** "**Light Industrial**" means having a Light Industrial General Plan Land Use Designation that is in effect when any General Plan Amendment is approved for the Surrounding Parcels or as otherwise described in the 2040 General Plan or any subsequently adopted General Plan.
- **1.26** "Mortgage" means a mortgage, deed of trust, or other security instrument encumbering the Property or any part thereof.
- **1.27** "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security device, a lender, or each of their respective successors and assigns.
- **1.28** "Other Surrounding Parcel" means the Surrounding Parcels designated as Parcel 1 and Parcel 2.
- **1.29** "**Project**" as described in Sections 4.1 and 4.2 of this Agreement, means the Development of the Property consistent with and to the full extent of the Project Development Approvals, inclusive of the Entitlements, and all applicable Land Use Regulations.
- **1.30** "**Project Development Approvals**" means all Development Approvals, inclusive of the Entitlements, which meet the following criteria:
  - a. Were applied for by Developer;
  - b. Are acceptable to Developer (including all Conditions of Approval); and

c. Are required or permitted by the Applicable Laws in order to complete the Project.

Project Development Approvals include, without limitation, all Development Approvals needed or desired by Developer to complete the Project, provided that those Development Approvals are consistent with Developer's Vested Right, this Agreement, and the City's General Plan and Zoning Code. The Entitlements (minus this Agreement), as examples of Project Development Approvals, have been or are anticipated to be approved prior to or in conjunction with the approval of this Agreement.

- **1.31** "**Property**" means the real property described and depicted in Exhibit "A" and Exhibit "B," respectively.
- **1.32** "Reservation of Authority" means the limitations, reservations, and exceptions to Developer's Vested Right set forth in Article 5 of this Agreement.
- 1.33 "Subsequent Land Use Regulations" means those Land Use Regulations which are both adopted and effective on or after the Approval Date and which are not included within the definition of Existing Land Use Regulations.
- **1.34** "Subsequent Development Approvals" means all Development Approvals issued subsequent to the Effective Date in connection with development of the Property, which shall include, without limitation, any changes to the Development Approvals.
- **1.35** "Surrounding APNs" means (1) the parcels between Main Street and Figueroa Street north of the Property all the way to Francisco Street, and (2) the parcels abutting the Property along the southerly property line; collectively, those parcels are identified as having Assessor's Parcel Numbers 7336-003027, 7336-003028, 7336-003029, 7336-003037, 7336-003038, 7336-003039, 7336-003040, 7336-003041, 7336-003042, 7336-004010, and 7336-004016.
- **1.36** "Surrounding Parcel" means each of the parcels from among the Surrounding APNs identified as the following: "Parcel 1," "Parcel 2," the four parcels identified as Parcel 3 collectively referred to as "Parcel 3," "Parcel 4," and the four parcels identified as Parcel 5 collectively referred to as "Parcel 5," as depicted in Exhibit "C," attached hereto and incorporated herein by this reference.
- **1.37** "**Term**" means the period of time from the Effective Date until expiration of the Initial Term or if applicable, expiration of the Extended Term, unless earlier terminated as provided in this Agreement.

## 2. TERM & GENERAL COVENANTS.

**2.1 Term**. While this Agreement is effective as of the Effective Date, the term of this Agreement shall be seven (7) years commencing on the date of issuance of the Certificate of Occupancy or final permit for all improvements associated with the Project (the "**Initial Term**"), subject to any early termination provisions described in this Agreement.

2.2 Agreement Compliance Deposit. Prior to issuance of building permits, Developer shall deposit with the City \$100,000 ("Agreement Compliance Deposit") which may be deposited into a separate interest bearing account, to be used by the City to ensure compliance with the provisions of this Agreement (in connection with Developer's breach of this Agreement or otherwise); at no point shall the minimum balance of the Agreement Compliance Deposit fall below \$50,000. If for whatever reason it does fall below \$50,000, Developer shall replenish the deposit immediately upon City's written request to do so. Specifically, whenever in Articles 2 and 4 of this Agreement it is stated that Developer will be fined \$500 per day as a penalty or fined \$5,000 per occurrence or incidence as a penalty, and whenever it is contextually appropriate, such penalty along with any reasonable attorneys' fees and other expenses and fees incurred by the City in connection with City's enforcement of the terms of this Agreement, will be drawn against the Agreement Compliance Deposit until full Developer compliance has been reached, with determination of compliance to be made by the City in the City's sole and absolute discretion. In each such instance, notwithstanding Section 7.2 of this Agreement, prior to the City exacting any penalty against Developer and withdrawing from the Agreement Compliance Deposit, City shall provide Developer with written notice of any such failure to perform and the City's intention to impose the penalty. In the event Developer should fail to cure its default within two (2) calendar days of receiving notice ("Penalty Cure Period"), once Developer's deadline to file an appeal passes without a filed appeal, City may impose the fine or penalty. If Developer files a timely appeal then City may impose the fine or penalty after any hearing where there is an adverse ruling against Developer.

Developer may appeal any decision to impose a fine or penalty to the City Manager by filing a notice of appeal with the City Clerk by no later than two (2) business days following the Penalty Cure Period. The City Manager or his or her designee ("City Manager") shall fix a time and place for hearing such appeal and the City Clerk shall give written notice to Developer of the time and place of hearing by depositing it in a facility of the United States Post Office Department in Carson, California, postage prepaid, addressed to Developer, at the address shown in Section 13.2 of this Agreement. The City Manager shall have final authority to review all questions raised on such appeal and make all determinations based thereon.

No other action shall be required of City prior to imposing the penalty. Notwithstanding anything else to the contrary in this Agreement, City will use VSCs (as defined in Section 4.1 of this Agreement) as well as any other documentation or evidence, to make its determination of Developer's compliance. If there should remain any monies as part of the Agreement Compliance Deposit at the expiration of the Term, City shall release such remainder amount to Developer within thirty (30) days following such expiration. This Section 2.2 and the City's ability to impose any fine or penalty will survive expiration or sooner termination of this Agreement.

**2.3** Extension of Initial Term; Permanent Cessation of Cargo Container Parking Facility. If within the Initial Term there is no new development on any of the Surrounding Parcels or new development on only one of the Other Surrounding Parcels (whether Heavy Industrial or Non-Heavy Industrial), there will be an automatic three (3) year extension of the Initial Term. After expiration of the initial three (3) year extension, so long as less than two of the Surrounding Parcels is developed as something other than Heavy Industrial

calculated cumulatively from the commencement of the Initial Term, then this Agreement shall be automatically extended by another three (3) years. This process will continue until both of the Other Surrounding Parcels get developed as something other than Heavy Industrial (determined on a cumulative basis starting from commencement of the Initial Term) at which time Cargo Container Parking facility operations will cease permanently. Notwithstanding the foregoing, if at any time any of the Adjacent Surrounding Parcels gets developed as something other than Heavy Industrial, the Cargo Container Parking facility operations must cease immediately.

Prior to thirty (30) calendar days from expiration of the Initial Term or Extended Term, as the case may be, including any Extended Term pursuant to Section 2.6 of this Agreement, City shall, on its own initiative, review the then current land uses of the Surrounding Parcels and determine whether the Initial Term or Extended Term should be automatically extended, and thereafter notify Developer in writing of City's determination.

- **2.4** Requirements After Permanent Cessation of Cargo Container Parking Facility. Whenever Cargo Container Parking facility operations are required to cease permanently, Developer shall immediately cease all Cargo Container Parking facility operations, and within sixty (60) calendar days from City's written notice given to Developer that Cargo Container Parking facility operations are required to cease permanently, Developer shall remove all exterior loading docks associated with Cargo Container Parking facility operations, modify the site, architectural features, setbacks, landscaped area, floor area ratio, uses and the like, so that such features can be made to be consistent with the requirements of the City's 2040 General Plan and any general plan adopted subsequent to it, the then current Zoning Code, and uses of the Surrounding Parcels.
- 2.5 Permanent Allowance of Cargo Container Parking Facility. If either (i) both of the Other Surrounding Parcels, or (ii) any of the Adjacent Surrounding Parcels, is developed as new Heavy Industrial calculated cumulatively from the commencement of the Initial Term, then Developer shall be granted permanent use of the Cargo Container Parking facility.
- 2.6 Further Exension of Term; Permanent Cessation of Warehouse Use. The allowable continued use of the warehouse must be determined with the understanding that the warehouse may remain as is so long as Developer is allowed to use the Property as a Cargo Container Parking facility. If and when Developer is required to cease its Cargo Container Parking facility use in accordance with Section 2.3 hereof, if there is no new development on any of the Surrounding Parcels or new development on only one of the Other Surrounding Parcels (whether Light Industrial or Non-Light Industrial) calculated from the time the Initial Term commences, there will be an automatic three (3) year extension of the Term as it concerns the use of the warehouse, commencing as of the date of cessation of the Cargo Container Parking facility use. Thereafter, so long as less than two of the Surrounding Parcels is developed as something other than Light Industrial calculated cumulatively from the commencement of the Initial Term, then this Agreement shall be automatically extended by an additional three (3) years. This process will continue until both of the Other Surrounding Parcels get developed as something other than Light Industrial (determined on a cumulative basis starting from commencement of the Initial Term) at which time the warehouse use will

cease permanently. Notwithstanding the foregoing, if at any time any of the Adjacent Surrounding Parcels gets developed as something other than Light Industrial, the warehouse use must cease immediately.

- 2.7 Requirements After Permanent Cessation of Warehouse Use. Whenever warehouse use is required to cease permanently, Developer shall immediately cease all warehouse uses, and within six (6) months from City's written notice given to Developer that the warehouse use is required to cease permanently, Developer shall retrofit and modify the building, architectural features, setbacks, landscaped area, floor area ratio, uses and the like, so that such features can be made to be consistent with the requirements of the City's 2040 General Plan and any general plan adopted subsequent to it, the then current Zoning Code, and uses of the Surrounding Parcels.
- **2.8 Permanent Allowance of Warehouse Use.** If either (i) both of the Other Surrounding Parcels, or (ii) any of the Adjacent Surrounding Parcels, is developed as new Light Industrial calculated cumulatively from the commencement of the Initial Term, then Developer shall be granted permanent use of the warehouse.
- **2.9 Meaning of Developed.** For purposes of Sections 2.3, 2.5, 2.6 and 2.8 only of this Agreement, Surrounding Parcels are developed when a building permit has been issued.
- 2.10 Penalties Associated with Failure to Cease Use, Remove or Retrofit. Failure to cease operations as required in this Article 2, remove all exterior loading docks associated with Cargo Container Parking facility operations, modify the site, architectural features, setbacks, landscaped area, floor area ratio, uses and the like, so that such features can be made to be consistent with the requirements of the City's 2040 General Plan, Zoning Code, and uses of the Surrounding Parcels, within sixty (60) days, or failure to retrofit the warehouse within six (6) months as required in Section 2.7, shall result in a fine of \$500 per day as a penalty until compliance has been reached.
- **2.11 Binding Effect of Agreement; Termination of Prior Entitlements**. From and following the Effective Date, actions by the City and Developer with respect to the Development of the Property, including actions by the City on applications for Subsequent Development Approvals affecting the Property shall be subject to the terms and provisions of this Agreement.
- **2.12 Agreement Runs with the Land.** This Agreement shall be recorded and shall run with the land. Pursuant to Government Code Section 65868.5, the burdens of this Agreement and each of its provisions shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties, including, but not limited to, all parties that enter into lease agreements with Developer for possession of any part of the Property.
- **2.13** Covenant Against Discrimination. The Developer covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation or gender preference, national origin, or ancestry in the performance of this Agreement. The Developer shall take

affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation or gender preference, national origin, or ancestry.

# 3. DEVELOPER'S OBLIGATIONS.

As consideration for the granting of Developer's Vested Right in accordance with Article 4 below and subject to the City's Reservation of Authority set forth in Article 5 below, Developer shall do the following:

3.1 **Development Impact Fees.** Consistent with the purposes set out in the Exception, Developer shall pay to City the City-wide DIF adopted and in effect at the time of issuance of the building permits applicable to Cargo Container Parking facilities and approved for the Project by the City (as of the Effective Date, such DIF Amount is Six Hundred Ninety Four Dollars and Seventy Eight Cents (\$694.78) per truck and container space). The total DIF Amount attributable to the Cargo Container Parking Facility as of the Effective Date, based on the number of truck and container spaces to be developed for the Project for which Developer will be required to pay City, is Dollars and \_\_\_\_\_.\_\_\_). Additionally, at the time of application for a business license, if there are two different businesses proposed to be operated between the Cargo Container Parking Facility and warehouse, then an additional DIF payment will be made for the warehouse in the amount of One Hundred Thirty Thousand Six Hundred Sixty Two Dollars (\$130,662.00), calculated at \$2.44 per square foot of building area (calculated at \$2.44 x 53,550 = \$130,662). Such DIF payment will be made at the time applications for the business licenses are submitted to City.

The parties agree that each DIF Amount is (i) directly related to the impacts of the Project, and (ii) roughly proportional to the specific impacts upon public facilities and infrastructure attributable to the Project. The parties also agree that Developer's payment of the DIF Amount will satisfy Developer's obligation to enter into the IDIF Agreement required by the City through adoption of Resolution 18-113, and shall be in lieu of such agreement. Developer agrees to release, defend and hold the City harmless from any and all claims, costs (including attorneys' fees) and liability for any damages, which may arise, directly or indirectly, from the City's determination, calculation or imposition of, or Developer's agreement to pay, the DIF Amount.

- a. **Timing of Payment of DIF Amount.** The DIF Amount attributable to the Cargo Container Parking Facility must be paid at the time of issuance of building permits for the Project. The DIF Amount attributable to the warehouse shall be paid, if at all, at the time applications for business licenses are submitted to City in the amount in effect at the time of issuance of the business licenses.
- b. **DIF Amount Adjustments.** All DIF Amounts shall be adjusted annually in accordance with the State of California Construction Cost Index (prior March to current March adjustment) on July 1<sup>st</sup> of each year
- **3.2 CFD Annexation.** Consistent with the purposes set out in the Exception, Developer shall annex the Property into the Master CFD. Based on an analysis of the Services

needed for the Project, Developer agrees the Property will be taxed at the rate in effect at the time of issuance of Project building permits for Industrial – All Other, which, as of the Effective Date, is Four Hundred Forty Nine Dollars and Thirty Cents (\$449.30) per acre on an annual basis, which means the Property's Special Taxes would be Six Thousand Four Hundred Thirty Eight Dollars and Forty Seven Cents (\$6,438.47) annually. Developer understands that there is an impact on the Services provided by the City in connection with its Project, as is evident by the MND and other Project Development Approvals. Developer agrees to become subject to the Property's Special Taxes, which will help finance on-going Services associated with the Project.

- a. **Timing of Payment of Property's Special Taxes.** Developer shall annex the Property into the Master CFD prior to issuance of any building permits for the Project.
- b. **Tax Rate Adjustments.** On each July 1, commencing on July 1, 2020 through and including July 1, 2024, the Maximum Special Tax Rate for Tax Zone No. 4 (which applies to the Property) shall be increased by 7%. On each July 1, commencing on July 1, 2025 and thereafter, the Maximum Special Tax Rate for Tax Zone No. 4 shall be increased by the percentage change in the November annualized Consumer Price Index for Los Angeles-Long Beach-Anaheim for all Urban Consumers.

## 4. DEVELOPMENT OF THE PROPERTY AND PROJECT.

**4.1 The Project.** The Project means the Development of the Property consistent with and to the full extent of the Project Development Approvals, inclusive of the Site Plan, attached hereto and incorporated herein by this reference as Exhibit "D," and any and all requirements including landscaping for the Project, set out therein.

The Project includes, without limitation, the following:

- a. **Building.** The warehouse floor area shall be a maximum of 39,500 square feet, and the 2-story office floor area shall be a maximum of 14,050 square feet for a maximum total building floor area of 53,550 square feet.
- b. **Loading Areas.** A maximum of 6 truck loading doors for the building plus 9 open dock loading areas shall be allowed.
- c. **Parking Spaces.** Only 223 spaces for cargo container parking and 75 spaces for truck parking (for a total of 298 spaces) shall be allowed on the site. The remainder of the site shall not be striped and shall not be used in any shape or form. Failure to comply shall result in fines of \$5,000 per occurrence as a penalty, with determination of Developer's violation to be made by City upon City's review of VSCs as well as any other documentation or evidence reasonably available to the City. Notwithstanding the 298 parking space restriction, in the event Developer is granted permanent use of the Cargo Container Parking facility in accordance with Section 2.5, at that time Developer will be permitted to

have up to 475 spaces, 400 spaces for cargo containers and 75 spaces for truck parking.

d. **Fencing.** Fencing shall be installed on the Property in an east-west direction to create a buffer area ("**Buffer Area**") of at least 150 feet wide between the fence and the southern boundary of the Property bordered on the west by the west Property boundary and on the east by a border near where the warehouse will be constructed with the precise location of the eastern boundary to be approved by the City prior to issuance of any permits. The Buffer Area shall be secured on all sides and the fence shall separate the areas authorized for parking of trucks and cargo containers and the areas not authorized for such parking and shall be installed prior to issuance of any Certificate of Occupancy.

## e. Bifurcation of Project and Restricted Usage.

The Project shall be bifurcated into two general categories ("**Permissible Usage**"), as follows:

- (i) <u>Warehouse Operations</u>: Approximately 53,550 square feet of industrial warehouse building to use as a logistics facility and warehouse related to truck/trailer parking.
- (ii) Cargo Container Parking Facility <u>Operations</u>: For use associated with Cargo Container Parking facility operations as defined in Section 9191.067 of the City's Municipal Code.

Any use of the Property not in strict compliance with the Permissible Usage shall result in fines of \$5,000 per occurrence as a penalty, with determination of Developer's violation to be made by City upon City's review of VSCs as well as any other documentation or evidence reasonably available to the City.

- f. **Access.** The Project shall comply with the following access requirements:
  - (i) All truck ingress and egress to and from the Property shall be via Figueroa Street. Violation of this requirement will result in fines of \$5,000 per occurrence as a penalty, with determination of Developer's violation to be made by City upon City's review of VSCs as well as any other documentation or evidence reasonably available to the City.
  - (ii) No truck access shall be provided to and from the Property and Torrance Boulevard or Main Street and no trucks shall be permitted to traverse on Torrance Boulevard or Main Street, as those rights of way shall be used for passenger vehicle access only. Violation of these restrictions will result in fines of \$5,000 per occurrence as a penalty, with determination of Developer's violation to be made by City upon City's review of VSCs as well

as any other documentation or evidence reasonably available to the City.

- g. **Public Art.** The Main Street setback shall include two artistic sculptures or equivalent as approved by City staff prior to issuance of any permits. The sculptures must be installed prior to issuance of any Certificate of Occupancy.
- h. **Logos on Trucks.** All trucks entering and exiting the Property shall be marked clearly with large KL Fenix logos (or another appropriate logo in the event Developer should sell or lease the Property and there is a replacement operator) in several locations on the truck including left, right and top to allow identification of the trucks from a distance, as determined by the City. A Certificate of Occupancy shall not be released until all trucks using the facility have the required logos installed. All trucks must also be in compliance with all applicable port standards during the Term. Proof of certification and compliance shall be available at all times for all trucks and shall be furnished to the City upon request with ten (10) business days.
- i. Video Surveillance Cameras. Developer shall install Video Surveillance Cameras ("VSCs") that record 24-7 and save all footage for a period of 180 days or as approved by the City in writing, at the locations set forth in Subsections (i) through (v) hereinbelow. Developer shall provide footage from the VSCs as requested by the City within 15 days of City's request. All VSCs shall be high resolution and be installed so they are not blocked by moving or stationary vehicles or any other equipment or objects, and shall be and remain operational at all times. The precise location of all VSCs shall be determined by the City prior to, and as a condition of, issuance of any permits. All VSCs shall be installed and operational prior to issuance of any Certificate of Occupancy. Failure to comply with these requirements will result in a penalty of \$5,000 per incidence, with determination of Developer's violation to be made by City upon City's review of VSCs as well as any other documentation or evidence reasonably available to the City.
  - (i) <u>At Perimeter Locations</u>. Various locations to provide clear views of
    - Main Street and Figueroa Street travel lanes. The footage from these VSCs will be used to ensure Developer's trucks do not travel into or from the Property using Torrance Boulevard and Main Street. The penalty for this violation shall be \$5,000 per incidence, with determination of Developer's violation to be made by City upon City's review of VSCs as well as any other documentation or evidence reasonably available to the City.
  - (ii) <u>At Interior Locations</u>. Several locations within the Property showing the interior of the site. The footage from the VSCs shall

be used by the City to determine whether trucks or cargo containers on trailers are parked outside the authorized areas within the Property or whether Developer's use of the Property is deviating from the Permissible Usage. The penalty for this violation shall be \$5,000 per incidence, with determination of Developer's violation to be made by City upon City's review of VSCs as well as any other documentation or evidence reasonably available to the City.

- (iv) <u>Trucks without Logos</u>. Trucks without the KL Fenix logos (or another appropriate logo if different operator) shall not be authorized to use the site. The penalty for this violation shall be \$5,000 per incidence, with determination of Developer's violation to be made by City upon City's review of VSCs as well as any other documentation or evidence reasonably available to the City.
- j. **Hours of Operation.** Hours of operation shall be limited to:
  - (i) Office uses have no limitation on hours.
  - (ii) Cargo Container Parking facility Operations:

Mondays-Fridays 6:00 AM to 2:00 AM;

Saturdays 6:00 AM to 6:00 PM;

Sundays Closed.

- (iii) Failure to comply with the allowed hours of operation shall result in fines of \$5,000 per occurrence as a penalty, with determination of Developer's violation to be made by City upon City's review of VSCs as well as any other documentation or evidence reasonably available to the City.
- k. At any given time during operation of the Cargo Container Parking facility operations, all trucks shall be a maximum of two (2) years old.
- **4.2 Pavement.** Prior to issuance of occupancy permits, Developer shall complete road improvements to Main Street and Figueroa Street, as follows:
  - a. **Main Street** (**southbound**). Developer shall construct half street improvements along the eastern property line by removing the existing asphalt section of the road and constructing a new asphalt pavement section per City standards.
  - b. **Figueroa Street** (**northbound**). Developer shall construct half street improvements along the westerly property line by removing the existing asphalt section of the road and constructing a new 8" concrete pavement section per City standards.

- c. **Figueroa Street** (**southbound**). Developer shall construct half street improvements corresponding to the northerly and southerly boundaries of the site by removing the existing asphalt section of the road and constructing a new 8" concrete pavement per City standards.
- d. **Main Street Median.** Developer shall install medians on Main Street as required by the Engineering Division.

Prior to issuance of building permits, improvement plans and bonds acceptable to the City for all improvements included in this section shall be submitted to the Engineering Division and approved.

- **4.3 Scope of Developer's Vested Right.** Subject to the Reservation of Authority set forth in Article 5, Developer shall have the vested right to complete the Project to the full extent permitted under the Project Development Approvals, and to the full extent of Developer's Vested Right.
- 4.4 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to the Development of the Property, shall be as set forth in the Existing Land Use Regulations which were in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement.
- 4.5 Rights under State and Federal Law. Developer shall retain all rights it has under state and federal law, including, but not limited to, Developer's rights under Government Code Section 65865.2, which provides that subsequent discretionary actions shall not prevent development of the Property for the uses and to the density or intensity of development set forth in the Project Development Approvals.
- **4.6 Apportionment.** Developer shall have the right to apportion the uses, intensities, and densities of the Project between itself and any subsequent owners, upon the sale, transfer, or assignment of all or any portion of the Property, so long as such apportionment is consistent with the Applicable Laws and this Agreement.
- **4.7 Lesser Development.** Without amending this Agreement, Developer shall have the right to elect to develop and construct upon all or any portion of the Property a Project of lesser height or building size than that permitted by the Project Development Approvals provided that the Project otherwise complies with the Project Development Approvals and this Agreement.
- 4.8 Project Development Approvals; Subsequent Development Approvals. The Project Development Approvals for the Project will require the processing of Subsequent Development Approvals. The City shall accept for processing, review and action all applications for Subsequent Development Approvals, and such applications shall be processed in the normal manner for processing such matters in accordance with the Existing Land Use Regulations. The parties acknowledge that subject to the Existing Land Use Regulations,

under no circumstances shall City be obligated in any manner to approve any Subsequent Development Approval, or to approve any Subsequent Development Approval with or without any particular condition. However, unless otherwise requested by Developer, City shall not, without good cause, amend or rescind any Subsequent Development Approvals respecting the Property after such approvals have been granted by the City. Processing of Subsequent Development Approvals or changes in the Project Development Approvals made pursuant to Developer's application shall not require an amendment to this Agreement.

- 4.9 Role of Project Development Approvals. Except as provided within this Agreement, the Project Development Approvals shall exclusively control the uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes and the design, improvement, and construction standards and specifications applicable to the Project. Pursuant to Government Code Section 66452.6, the term of any tentative map for the Property or any portion thereof, if any, filed within the term of this Agreement shall automatically be extended for the term of this Agreement, as amended by the Project Development Approvals.
  - a. This Agreement shall not prevent City from denying or conditionally approving any application for a Subsequent Development Approval on the basis of the Existing Land Use Regulations.
- **4.10 Maintaining Property**. The Property, including the Buffer Area, must at all times be maintained and generally kept in a clean condition, in accordance with the City's Code Enforcement regulations. Failure to comply will result in a penalty of \$5,000 per incidence, with determination of Developer's violation to be made by City upon City's review of VSCs as well as any other documentation or evidence reasonably available to the City.

### 5. CITY'S RESERVATION OF AUTHORITY.

Notwithstanding Developer's Vested Right, the Project is subject to the following Subsequent Land Use Regulations:

- **5.1 City's Discretion Under Applicable Laws.** In considering future applications, if any, for a Subsequent Development Approval, the City may exercise its regulatory discretion to the extent permitted by the Applicable Laws.
- **5.2 Uniform Codes.** Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, or other such Uniform Codes, and also adopted by City as Subsequent Land Use Regulations, but only if applicable City-wide.
- **5.3** Emergencies. Emergency rules, regulations, laws, and ordinances within the City's police power that would limit the exercise of Developer's Vested Right ("Conflicting Emergency Regulations"), provided that the Conflicting Emergency Regulations:

- Result from a sudden, unexpected emergency declared by the President of the United States, Governor of California, or the City Council;
- ii. Address a clear and imminent danger, with no effective reasonable alternative available that would have a lesser adverse effect on Developer's Vested Right;
- iii. Do not primarily or disproportionately impact development of the Project; and
- iv. Are based upon findings of necessity established by a preponderance of the evidence at a public hearing.

Any action challenging the application of the Conflicting Emergency Regulations to the Project or the Property shall be subject to de novo review by the court for compliance with the provisions of this section.

- **5.4 Laws of Other Jurisdictions.** Other public agencies not subject to control by City may possess authority to regulate aspects of the Project. This Agreement does not limit the authority of such other public agencies. Therefore:
  - a. Federal, state, county, and multi-jurisdictional laws and regulations (the "Additional Regulations"), including regional impact fees, which City is required to enforce against the Property or the Project, except if the Additional Regulations are for the purpose of mitigating a significant or potentially significant impact that has already been mitigated pursuant to the Project's Mitigated Negative Declaration.
  - b. If an Additional Regulation is enacted after the Effective Date and prevents or precludes compliance with one or more of the provisions of this Agreement, those provisions shall be modified or suspended as may be necessary to comply with the Additional Regulation. In that event, this Agreement shall remain in full force and effect to the extent it is not inconsistent with the Additional Regulation and to the extent that the suspension or modification necessitated by the Additional Regulation does not deny one of the Parties its primary benefits under this Agreement.
  - c. Developer shall apply in a timely manner for such other permits and approvals that are lawfully required by other governmental or quasi-governmental agencies in order to allow the Project to be constructed. City shall provide Developer reasonable cooperation in Developer's efforts to obtain such permits and approvals. The Parties shall cooperate and use reasonable efforts in coordinating the implementation of the Project Development Approvals with other public agencies, if any, having jurisdiction over the Property or the Project.

- 5.5 Modification or Suspension by Federal, State, County, or Multi-Jurisdictional Law. In the event that Federal, State, County, or multi-jurisdictional laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such Federal, State, County, or multi-jurisdictional laws or regulations, and this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce.
- **5.6** Energy Efficient and Sustainable Building Design. All Project buildings shall promote sustainable and energy efficient practices through compliance with California Code of Regulations, Title 24.
- 5.7 Employment Outreach for Local Residents. A goal of the City with respect to this Project and other major projects within the City is to foster employment opportunities for City residents. To that end, Developer covenants that with respect to the construction, operation and maintenance of the Project, the Developer shall make reasonable efforts to cause all solicitations for full or part-time, new or replacement, employment relating to the construction, operation and maintenance of the Project to be advertised in such a manner as to target local City residents and shall make other reasonable efforts at local employment outreach as the City shall approve. Developer shall also notify the City of jobs available at the Project such that the City may inform City residents of job availability at the Project. Nothing in this paragraph shall require Developer to offer employment to individuals who are not otherwise qualified for such employment. Without limiting the generality of the foregoing, the provisions of this Section 5.7 are not intended, and shall not be construed, to benefit or be enforceable by any person whatsoever other than City.
- 5.8 Prevailing Wages. Developer's cost of developing the Project and constructing all of the on-site and off-site improvements, if any, at or about the Property required to be constructed for the Project shall be borne by Developer. Developer is aware of the laws of the State governing the payment of prevailing wages on public projects and will comply with same and will defend, hold harmless, and indemnify City in the event Developer fails to do so. As the City is not providing any direct or indirect financial assistance to Developer, the Project should not be considered to be a "public work" "paid for in whole or in part out of public funds," as described in California Labor Code Section 1720. Accordingly, it is believed by the parties that Developer is not required to pay prevailing wages in connection with any aspect of the Development or the construction of the Project. However, to the extent that (contrary to the parties' intent) it is determined that Developer was required to pay prevailing wage and has not paid prevailing wages for any portion of the Project, Developer shall defend, indemnify, and hold the City (which, for purposes of this section, shall include its related agencies, officers, employees, agents and assigns) harmless from and against any and all increase in construction costs, or other liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of any action or determination that Developer failed to pay prevailing wages in connection with the construction of the Project. City shall reasonably cooperate with Developer regarding any action by Developer hereunder challenging any determination that the Project is subject to the payment of prevailing wages. Notwithstanding the foregoing, the City retains the right to settle

or abandon the matter without Developer's consent as to the City's liabilities or rights only, but should it do so, City shall waive the indemnification herein provided such waiver occurs prior to the issuance of any judgment in the matter.

# 5.9 Fees, Taxes, and Assessments.

- Processing Fees. Developer shall be responsible for, and shall reimburse a. City for, all direct and indirect costs, fees and expenses of City related to review and processing applications for the Project Development Approvals and for monitoring compliance with any Project Development Approvals granted or issued (the "City Costs"). City Costs include, but are not limited to: (i) attorneys' fees, at a rate not to exceed \$350 per hour, and staff time, required for drafting and reviewing this Agreement; (ii) attorneys' fees, at a rate not to exceed \$350 per hour, and staff time, and all costs related to the review, drafting, and processing of the Project Development Approvals, the Exception application and all related entitlements and agreements, including but not limited to consultant costs which includes, without limitation, consultant fees, costs, and expenses associated with processing Developer's Community Facilities District assessment, noticing and holding public hearings and considering public comments; (iii) all fees, costs and expenses incurred in connection with CEQA review or compliance and the MND, including but not limited to City staff time, attorneys' fees at the rate set forth above, the environmental consultant fees, costs of preparing, reviewing, certifying and/or circulating necessary CEQA reports and documents, including any environmental impact report, technical studies and analyses, and other supporting documents, reports, written declarations, studies, or analyses, as deemed necessary and appropriate by City in accordance with CEQA; (iv) all costs related to studies, reports and design services for the development of any Project-related infrastructure; (v) all costs related to investigations of the Property or the Project; and (vi) any other fees and costs deemed necessary by the City in order to process, review, or act upon the Project Development Approvals, the Project, and all related entitlements. Developer's obligation to be responsible for and reimburse City Costs are in addition to Developer's duty to indemnify, defend, and hold harmless City, as set forth in Section 8.1, below.
- b. **Permit Fees**. Except as expressly provided in this Agreement, Developer shall pay all standard permit fees and other fees and charges which are standard and uniformly-applied to similar projects in the City.
- c. **General Charges**. Nothing herein shall prohibit the application of the following:
  - (i) Additional Taxes, Fees, and Charges. Developer, or Developer's Project occupants, shall pay all normal and customary taxes, fees, and charges applicable to all permits necessary for the Project, and

- any taxes, fees, and charges hereafter imposed by City, which are standard and uniformly-applied to similar properties in the City.
- (ii) Developer, or Developer's Project occupants, shall be obligated to pay any fees or taxes, and increases thereof, imposed on a Citywide basis such as business license fees or taxes, sales or use taxes, transient occupancy taxes, utility taxes, and public safety taxes.
- (iii) Developer, or Developer's Project occupants, shall be obligated to pay any future fees or assessments imposed on an area-wide basis (such as landscape and lighting assessments and community services assessments).
- (iv) Developer, or Developer's Project occupants, shall be obligated to pay any fees imposed pursuant to any assessment district (e.g., a CFD) established within the Project otherwise proposed or consented to by Developer or the owner(s) of the Property.
- (v) Developer, or Developer's Project occupants, shall be obligated to pay any fees imposed pursuant to any Uniform Code.
- (vi) Developer, or Developer's Project occupants, shall be obligated to pay any utility fees and charges, including amended rates thereof, for City services such as electrical utility charges, water rates, and sewer rates.
- 5.10 **Inconsistencies.** It is expressly agreed that in the event of any inconsistency between the provisions or conditions of the Existing Land Use Regulations and the provisions of this Agreement, the provisions of this Agreement shall govern. The conditions of such Existing Land Use Regulations shall be interpreted insofar as possible to prevent such inconsistency, and in the event this Agreement is silent concerning an issue, the conditions of the Existing Land Use Regulations shall govern. As between several instruments and regulations governing the Project, in the event of a clear and explicit conflict which cannot be resolved through interpretation, the following interpretive priorities shall apply: (i) the terms of this Agreement shall prevail over the provisions of the Existing Land Use Regulations; (ii) the terms of the Project Development Approvals shall prevail over the terms of the Existing Land Use Regulations, except where such Existing Land Use Regulations are legally preemptive; and (iii) the terms of the Project Development Approvals shall take priority over the provisions of the CEQA instruments and MND approved in conjunction with the Project, except where the MND is legally preemptive.

### 6. ANNUAL REVIEW.

**6.1 Timing of Annual Review.** Pursuant to Government Code Section 65865.1, at least once during every twelve (12) month period of the Term, City shall review the good faith compliance of Developer with the terms of this Agreement ("**Annual Review**"). No failure on the part of City to conduct or complete an Annual Review as provided herein shall have any impact on the validity of this Agreement, nor shall it be deemed a breach on the part

of Developer. The cost of the Annual Review shall be borne by Developer and Developer shall pay the actual and reasonable costs incurred by the City for such review.

- **6.2 Special Review.** The City Council may, in its sole and absolute discretion, order a special review of compliance with this Agreement at any time at City's sole cost ("**Special Review**"). Developer shall cooperate with the City in the conduct of such Special Reviews.
- **6.3 Standards for Annual Review.** During the Annual Review, Developer shall demonstrate good faith compliance with the terms of this Agreement. Good faith compliance shall be established if Developer is in substantial compliance with the material terms and conditions of this Agreement.
- **6.4 Procedure.** Each party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with the Agreement, to explain the basis for such assertion, and to receive from the other party a justification of its position on such matters. The procedure for an Annual Review or Special Review shall be as follows:
  - a. As part of either an Annual Review or Special Review, within ten (10) days of a request for information by the City, the Developer shall deliver to the City all information and supporting documents reasonably requested by City (i) regarding the Developer's performance under this Agreement demonstrating that the Developer has complied in good faith with the terms of this Agreement, and (ii) as required by the Existing Land Use Regulations.
  - b. The City Manager, or his/her designee, shall prepare and submit to Developer a written report on the performance of this Agreement and identify any perceived deficiencies in Developer's performance. The Developer may submit written responses to the report and Developer's written response shall be included in the City Manager's report. If the City Manager determines that the Developer has substantially complied with the terms and conditions of this Agreement, the Annual Review or Special Review shall be concluded.
  - c. If any deficiencies are noted, or if requested by a Councilmember, a public hearing shall be held before the City Council at which the Council will review the City Manager's report. The report to Council shall be made at a regularly-scheduled City Council meeting occurring as soon as possible, subject to the requirements of the Brown Act, after the commencement of the Annual Review or Special Review process outlined in this Section 6.4. If the City Council finds and determines, based on substantial evidence, that the Developer has not substantially complied with the terms and conditions of this Agreement for the period under review, the City may declare a default by the Developer in accordance with Article 7.

- d. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to a "force majeure" as defined in, and subject to the provisions of, Section 13.10.
- Review or a Special Review, Developer is found to be in compliance with this Agreement, City shall, upon written request by Developer, issue a Certificate of Agreement Compliance ("Certificate") to Developer stating that after the most recent Annual Review or Special Review and based upon the information known or made known to the City Manager, Planning Commission, and City Council that (i) this Agreement remains in effect and (ii) Developer is in compliance. The Certificate, whether issued after an Annual Review or Special Review, shall be in recordable form, and shall contain information necessary to communicate constructive record notice of the finding of compliance. Developer shall at its cost record the Certificate with the County Recorder. Additionally, Developer may at any time request from the City a Certificate stating, in addition to the foregoing, which obligations under this Agreement have been fully satisfied with respect to the Property, or any lot or parcel within the Property.
- 6.6 Review Process Not a Prerequisite to Declaring a Default. Neither the Annual Review nor Special Review procedure is a prerequisite to either party declaring a default and initiating the default and cure procedure in Article 7. In other words, either party may declare a default at any time without first undertaking the Annual Review or Special Review process.
- **6.7 Public Hearings.** The public hearing prescribed by Section 6.4 is independent of, and in addition to, any further hearing procedures relating to defaults and remedies prescribed in Article 7 below. Thus, if the City Council finds that the Developer has not substantially complied with the terms and conditions of this Agreement as part of a review process pursuant to Section 6.4 and determines to declare a default, the City Council is still required to follow the notice/cure process (Section 7.2) and the termination hearing process (Section 7.4) before terminating this Agreement.

### 7. DEFAULTS AND REMEDIES.

other than the termination of this Agreement pursuant to Article 7, specific performance is the only remedy available for the enforcement of this Agreement and knowingly, intelligently, and willingly waive any and all other remedies otherwise available in law or equity. Accordingly, and not by way of limitation, and except as otherwise provided in this Agreement, Developer shall not be entitled to any money damages from City by reason of any default under this Agreement. Further, Developer shall not bring an action against City nor obtain any judgment for damages for a regulatory taking, inverse condemnation, unreasonable exactions, reduction in value of property, delay in undertaking any action, or asserting any other liability for any matter or for any cause which existed or which the Developer knew of or should have known of prior to the time of entering into this Agreement, Developer's sole remedies being as specifically provided above. Developer acknowledges that such remedies are adequate to protect Developer's interest hereunder and the waiver made herein is made in consideration of the obligations assumed by the City hereunder.

# 7.2 Declaration of Default & Opportunity to Cure.

- a. Rights of Non-Defaulting Party after Default. The parties acknowledge that both parties shall have hereunder all legal and equitable remedies as provided by law following the occurrence of a default or to enforce any covenant or agreement herein except as provided in Section 7.1. Before this Agreement may be terminated or action may be taken to obtain judicial relief the party seeking relief ("Non-Defaulting Party") shall comply with the notice and cure provisions of this Section 7.2.
- b. Notice and Opportunity to Cure. A Non-Defaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other party ("Defaulting Party") to perform any material duty or obligation of the Defaulting Party under the terms of this Agreement. However, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by the Defaulting Party to cure such breach or failure (the "Default Notice"). The Defaulting Party shall be deemed in default under this Agreement, if the breach or failure can be cured, but the Defaulting Party has failed to take such actions and cure such default within thirty (30) days after the date of such notice or ten (10) days for monetary defaults (or such lesser time as may be specifically provided in this Agreement). However, if such non-monetary default cannot be cured within such thirty (30) day period, the Defaulting Party shall not be in default as long as it does each of the following:
  - (i) Notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the thirty (30) day period;
  - (ii) Notifies the Non-Defaulting Party of the Defaulting Party's proposed course of action to cure the default;
  - (iii) Promptly commences to cure the default within the thirty (30) day period;
  - (iv) Makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure; and
  - (v) Diligently prosecutes such cure to completion.

Then the Defaulting Party shall not be deemed in breach of this Agreement.

**7.3 Termination Notice.** Upon receiving a Default Notice, should the Defaulting Party fail to timely cure any default, or fail to diligently pursue such cure as prescribed above, the Nondefaulting Party may seek termination of this Agreement, in which case the Non-defaulting Party shall provide the Defaulting Party with a written notice of intent

to terminate this Agreement ("**Termination Notice**"). The Termination Notice shall state that the Non-defaulting Party will elect to terminate this Agreement within thirty (30) days and state the reasons therefor (including a copy of any specific charges of default or a copy of the Default Notice) and a description of the evidence upon which the decision to terminate is based. Once the Termination Notice has been issued, if Developer is the Defaulting Party, the Nondefaulting Party's election to terminate this Agreement will only be rescinded if so determined by the City Council pursuant to Section 7.4.

- Party pursuant to Section 7.3, then the City's Termination Notice to Developer shall additionally specify that Developer has the right to a hearing prior to the City's termination of this Agreement ("**Termination Hearing**"). The Termination Hearing shall be scheduled as an open public hearing item at a regularly-scheduled City Council meeting within thirty (30) days of the Termination Notice, subject to any legal requirements including but not limited to the Ralph M. Brown Act, Government Code Sections 54950-54963. At said Termination Hearing, Developer shall have the right to present evidence to demonstrate that it is not in default and to rebut any evidence presented in favor of termination. Based upon substantial evidence presented at the Termination Hearing, the Council may, by adopted resolution, act as follows:
  - a. Decide to terminate this Agreement; or
  - b. Determine that Developer is innocent of a default and, accordingly, dismiss the Termination Notice and any charges of default; or
  - c. Impose conditions on a finding of default and a time for cure, such that Developer's fulfillment of said conditions will waive or cure any default.

Findings of a default or a conditional default must be based upon substantial evidence supporting the following two findings: (i) that a default in fact occurred and has continued to exist without timely cure, and (ii) that such default has caused or will cause a material breach of this Agreement and/or a substantial negative impact upon public health, safety and welfare, the environment, or such other interests that the City and public may have in the Project.

- **7.5 Rights and Duties Following Termination.** Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to (i) any obligations to have been performed prior to said termination, (ii) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, or (iii) the indemnification provisions of Article 8. Termination of this Agreement shall not affect either party's rights or obligations with respect to any Development Approval granted prior to such termination.
- **7.6 Waiver of Breach**. By not challenging any Development Approval within ninety (90) days of the action of City enacting the same, Developer shall be deemed to have waived any claim that any Condition of Approval is improper or that the action, as approved, constitutes a breach of the provisions of this Agreement.

7.7 Interest on Monetary Default. In the event Developer fails to perform any monetary obligation under this Agreement, Developer shall pay interest thereon at the rate of six and one-half percent (6.5%) per annum from and after the due date of said monetary obligation until payment is actually received by City.

### 8. THIRD PARTY LITIGATION.

## 8.1 Indemnification; Hold Harmless.

- Developer hereby agrees to indemnify, defend, and hold City, its officers, a. agents, employees, members of its City Council and any commission, partners and representatives ("City Indemnitees") harmless from any and all claims, actions, suits, damages, liabilities, and any other actions or proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature) (collectively, "Claims"), asserted against City or City Indemnitees arising out of or in connection with this Agreement, including, without limitation, (i) City's approval of this Agreement and all documents related to any of the Project Development Approvals, Entitlements, Conditions of Approval, permits, or other entitlements for the Project and issues related thereto (including, City's determinations regarding CEQA compliance and/or any other development incentives granted to the Project), (ii) the development of the Project, and (iii) liability for damage or claims for damage for personal injury including death and claims for property damage which may arise from, or are attributable to, Developer's (or Developer's contractors, subcontractors, agents, employees or other persons acting on Developer's behalf ("Developer's Representatives")) performance of its obligations under this Agreement and/or the negligence or misconduct of Developer or of Developer's Representatives which relate to the Project or the Property.
- The City shall provide the Developer with notice of the pendency of such h. Claims within ten (10) days of being served or otherwise notified of such Claims and shall request that the Developer defend such action. The Developer may utilize the City Attorney's office or use legal counsel of its choosing, but shall reimburse the City for any necessary legal cost incurred by City. In all cases, City shall have the right to utilize the City Attorney's office in any legal action. The Developer shall provide a deposit in the amount of 100% of the City's estimate, in its sole and absolute discretion, of the cost of litigation, including the cost of any award of attorney's fees. If the Developer fails to provide the deposit, and after compliance with the provisions of this Section 8.1, the City may abandon the action and the Developer shall pay all costs resulting therefrom and City shall have no liability to the Developer. Developer's obligation to pay the cost of the action, including judgment, shall extend until judgment. After judgment in a trial court, the parties must mutually agree as to whether any appeal will be taken or defended. City agrees that it shall fully cooperate with the Developer in the defense

of any matter in which the Developer is defending and/or holding the City harmless.

- 8.2 Loss and Damage. City shall not be liable for any damage to property of Developer or of others located on the Property, nor for the loss of or damage to any property of Developer or of others by theft or otherwise. City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Property or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Property, or by any other cause of whatsoever nature. Nothing herein shall be construed to mean that the Developer shall bear liability for the sole negligence or gross or willful misconduct of the City's officers, employees, agents, contractors of subcontractors.
- **8.3** Non-liability of City Officers and Employees. No official, agent, contractor, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or to its successor, or for breach of any obligation of the terms of this Agreement.
- **8.4 Conflict of Interest.** No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any state statute or regulation.
- **8.5 Survival of Indemnity Obligations.** All indemnity provisions set forth in this Agreement shall survive expiration or sooner termination of this Agreement for any reason other than a default by City.

## 9. INSURANCE.

### 9.1 Types of Insurance.

a. **Public Liability Insurance**. Prior to commencement and until completion of construction of improvements by Developer on the Property, Developer shall, at its sole cost and expense, keep or cause to be kept in force, for the mutual benefit of City and Developer, comprehensive broad form general public liability insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property or for property damage. Such policy shall provide protection of a least \$5,000,000 for bodily injury or death to any one person, at least \$5,000,000 for any one accident or occurrence, and at least \$25,000,000 for property damage, which limits shall be subject to such increases in amount as City may reasonably require from time to time.

- b. **Builder's Risk Insurance**. Prior to commencement and until completion of construction of improvements by Developer on the Property, Developer shall procure and shall maintain in force, or cause to be maintained in force, "all risks" builder's risk insurance including vandalism and malicious mischief, covering improvements in place and all material and equipment at the job site furnished under contract, but excluding contractor's, subcontractor's, and construction manager's tools and equipment and property owned by contractor's or subcontractor's employees, with limits in accordance with Section 9.1(a). City shall be designated as a Loss Payee.
- c. Worker's Compensation. Developer shall also furnish or cause to be furnished to City evidence reasonably satisfactory to it that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries workers' compensation insurance as required by law.
- d. **Automobile Liability Insurance**. Developer shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Developer arising out of or in connection with work performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- e. **Pollution Liability Insurance**. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and \$2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.
- f. **Products/Completed Operations**. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. The policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. The policy shall specifically provide for a duty to defend on the part of the insurer. The City, its officials, officers, agents, and employees, shall be included as additional insureds under the policy.

- g. **Other Insurance**. Developer may procure and maintain any insurance not required by this Agreement, but all such insurance shall be subject to all of the provisions hereof pertaining to insurance and shall be for the benefit of City and Developer.
- 9.2 Insurance Policy Form, Sufficiency, Content, and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies licensed and admitted to do business by California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VIII or better, unless waived by City. All such policies shall be non-assessable and shall contain language, to the extent obtainable, to the effect that (i) any loss shall be payable notwithstanding any act of negligence of City or Developer that might otherwise result in the forfeiture of the insurance, (ii) the insurer waives the right of subrogation against City and against City's agents and representatives; (iii) the policies are primary and noncontributing with any insurance that may be carried by City; and (iv) the policies cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City or City's designated representative. City shall be named as an additional insured on all policies of insurance required to be procured by the terms of this Agreement. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. Developer shall furnish City with copies of all such policies promptly on receipt of them or with certificates together with endorsements evidencing the insurance. In the event the City's Risk Manager determines that the use, activities or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property under this Agreement creates an increased or decreased risk of loss to the City, Developer agrees that the minimum limits of the insurance policies required by Section 9.1 may be changed accordingly upon receipt of written notice from the City's Risk Manager; provided that Developer shall have the right to appeal a determination of increased coverage to the City Council of City within ten (10) days of receipt of notice from the City's Risk Manager.
- 9.3 Failure to Maintain Insurance and Proof of Compliance. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies together with endorsements required hereunder together with evidence satisfactory to City of payment required for procurement and maintenance of each policy within the following time limits:
  - a. For insurance required above, within thirty (30 days) after the Effective Date.
  - b. For any renewal or replacement of a policy already in existence, at least ten (10) days before the expiration or termination of the existing policy.
  - c. If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that that insurance has been procured and is in force and paid for, such failure or refusal shall be a default hereunder.

- **9.4 Waiver of Subrogation.** Developer agrees that it shall not make any claim against, or seek to recover from City or its agents, servants, or employees, for any loss or damage to Developer or to any person or property, except as specifically provided hereunder and Developer shall give notice to any insurance carrier of the foregoing waiver of subrogation, and obtain from such carrier, a waiver of right to recovery against City, its agents and employees.
- **9.5 Broader Coverages and Higher Limits.**\_Notwithstanding anything else herein to the contrary, if Developer maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Developer.

### 10. MORTGAGEE PROTECTION.

- 10.1 The parties agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and City agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. Subject to compliance with applicable laws, City will not unreasonably withhold its consent to any such requested interpretation or modification provided City determines such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the rights and privileges set forth in this Article 10.
- 10.2 Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, unless otherwise required by law.
- 10.3 The Mortgagee of any Mortgage, where Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Agreement.
- 10.4 If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the period that is the longer of (i) the remaining cure period allowed such party under this Agreement, or (ii) sixty (60) days.
- 10.5 Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the Mortgage or deed in lieu of foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement.

#### 11. ASSIGNMENTS.

- The experience, knowledge, capability and reputation of Developer, its 11.1 principals, employees and affiliates were a substantial inducement for the City to enter into this Agreement. Except as otherwise provided herein, Developer shall not sell, transfer, lease or assign this Agreement, the Property, or any part thereof without the prior written consent of the City Council, and then only upon presentation of reasonably satisfactory evidence demonstrating the following criteria: that the person or entity to whom any of the rights or privileges granted herein are to be sold, transferred, leased, assigned, hypothecated, encumbered, merged, or consolidated (1) has the financial strength and capability to perform its obligations under the Agreement, as evidenced by, among other things, transferee's audited financials for at least the immediately preceding three (3) operating years; (2) has the experience and expertise to operate and/or develop the Project, as evidenced by, among other things, documentation that the transferee has experience with operations and projects with a similar scale of the Project; and (3) has key principals with no felony convictions. proposed transferee shall execute and deliver to the City an assumption agreement assuming Developer's Project obligations, which assumption agreement shall be in a form approved by the City Manager and City Attorney. No approved transfer shall release the Developer or any surety of Developer of any liability hereunder without the express consent of City.
- 11.2 City Consideration of Requested Assignment. The City agrees that it will not unreasonably withhold, condition, or delay approval of a request for approval of an Assignment required pursuant to this Article 11, provided that:
  - a. Developer delivers written notice to the City requesting that approval prior to the completion of the Assignment (the "Consent Request"); and
  - b. The Assignment is not completed until either (i) City has provided its written consent or (ii) sixty (60) days have passed after delivery by Developer to City of the Consent Request without the City having rejected the Consent Request in writing.
  - c. The Consent Request shall be accompanied by (i) a proposed draft of the Assignment and Assumption Agreement in a form acceptable to the City Attorney and City Manager, and (ii) evidence regarding the proposed assignee's development and/or operational qualifications and experience and its financial commitments and resources in sufficient detail to enable the City to evaluate the proposed assignee's ability to complete the Project.
- 11.3 Assignments Permitted Without City's Consent. Notwithstanding any other provision of this Agreement, Assignments related to the following property conveyances and other transactions shall not require City consent:
  - a. The granting of easements or permits to facilitate construction of the Project or any public improvements.
  - b. The granting of easements or permits for utility purposes.

- c. Transactions for financing purposes, including the grant of a deed of trust to secure the funds necessary for land acquisition, construction, and/or permanent financing of any portion of the Project.
- d. The acquisition of some or all of the Property by a Mortgagee in its capacity as a Mortgagee, such as through foreclosure or a deed in lieu of foreclosure.
- e. A sale or transfer resulting from, or in connection with, a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation.
- f. A sale or transfer between members of the same family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries consist primarily of family members of the trustor, or transfers to a corporation or partnership in which the family members or shareholders of the transferor own at least ten percent (10%) of the present equity ownership and/or at least fifty percent (50%) of the voting control of Developer.
- g. If Developer is a trust, corporation, real estate investment trust, or partnership, a transfer of stock or other interests, provided there is no material change in the actual management and control of Developer.
- h. Transactions with any member, partner, officer, employee, or affiliate of Developer or any trust or family member, provided that, following the transaction, the management of Developer on the Effective Date shall, subject to normal and customary business practices and personnel changes, remain the primary Developer representative(s) for purposes of communication with the City.

### **11.4 Effect of Assignment.** Unless otherwise stated within the Assignment, upon an Assignment:

- a. The assignee shall be liable for the performance of all remaining obligations of Developer with respect to those portions of the Property which are transferred (the "Transferred Property"), but shall have no obligations with respect to any portions of the Property not conveyed (the "Retained Property").
- b. The owner of the Retained Property shall be liable for the performance of all obligations of Developer with respect to the Retained Property, but shall have no further obligations with respect to the Transferred Property.

c. The assignee's exercise, use, and enjoyment of the Transferred Property shall be subject to the terms of this Agreement to the same extent as if the assignee were the Developer.

#### 12. AMENDMENT AND MODIFICATION.

- **12.1 Initiation of Amendment.** Either party may propose an amendment to this Agreement.
- **12.2 Procedure**. Except as set forth in Section 12.4, the procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for entering into this Agreement in the first instance as set forth in Government Code Section 65867.
- 12.3 Consent. Except as expressly provided in this Agreement, no amendment to all or any provision of this Agreement shall be effective unless set forth in writing and signed by duly authorized representatives of each of the parties hereto and recorded in the Official Records of Los Angeles County.
- **12.4 Minor Modifications.** The provisions of this Agreement require a close degree of cooperation between the Parties, and minor changes to the Project may be required from time to time to accommodate design changes, engineering changes, and other refinements related to the details of the Parties' performance. The anticipated refinements to the Project and the development of the Property may demonstrate that clarifications to this Agreement and the Existing Land Use Regulations are appropriate with respect to the details of performance of the City and the Developer. The parties desire to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. Therefore, nonsubstantive and procedural modifications ("**Minor Changes**"), as described in Section 12.4(a) of this Agreement, shall not require amendment of this Agreement.
  - Minor Changes. A modification will be deemed non-substantive, nona. material, and/or procedural if it does not result in a material change in fees, the Property's Special Taxes, maximum building density, maximum intensity of use, permitted uses, the maximum height and size of buildings, the reservation or dedication of land for public purposes, or the improvement and construction standards and specifications for the Project. A "non-material change" is generally one that does not change the standard by ten percent (10%) or more. For example, for a height limit of 20 feet, a change of less than two feet is deemed non-material. Where it is unclear if a change is non-material, the Community Development Director may, in light of all Building Code standards and the relative physical impact of the proposed change to the overall Project, make the determination as to whether the proposed change is material or nonmaterial. For example, subject to Building Code requirements, design changes to color, facade finish textures or surfaces, minor changes to height, landscaping or building configuration, or type of construction materials will generally be deemed "non-material" because they do not impact the overall character of the Project or adversely affect adjacent

properties. The Developer may appeal the determination of the Community Development Director pursuant to this subsection to the City Council within fifteen (15) days of receiving such determination in writing, in accordance with the provisions of Section 9173.4 of the Carson Municipal Code.

- b. **Hearing Rights Protected**. Notwithstanding the foregoing, City will process any change to this Agreement consistent with state law and will hold public hearings thereon if so required by state law and the parties expressly agree nothing herein is intended to deprive any party or person of due process of law.
- 12.5 Effect of Amendment to Agreement. Except as expressly set forth in any such amendment, an amendment to this Agreement will not alter, affect, impair, modify, waive, or otherwise impact any other rights, duties, or obligations of either party under this Agreement.

#### 13. MISCELLANEOUS PROVISIONS.

- **13.1 Recordation**. The City Clerk shall cause a copy of this Agreement to be recorded against the Property with the County Recorder within ten (10) calendar days after the Effective Date. The failure of the City to sign and/or record this Agreement shall not affect the validity of this Agreement.
- 13.2 Notices. Notices and correspondence required or permitted by this Agreement shall be in writing and either personally delivered or sent by registered, certified, or overnight mail or delivery service. Notices shall be deemed received upon personal delivery or on the second business day after registered, certified, or overnight mailing or delivery, or email if such email notice is acknowledged as received by the receiving party. Notices shall be addressed as follows:

To City: City of Carson

701 East Carson Street Carson, California 90745 Attn: Planning Manager

With copy to: Aleshire & Wynder

18881 Von Karman Avenue, Suite 1700

Irvine, CA 92612 Fax: 949-223-1180 Attn: Sunny Soltani

To Developer: KL Fenix Corporation

19401 South Main Street Gardena, CA 90248 Attn: Young Kim A Party may change its address by giving written notice to the other Party. Thereafter, notices shall be addressed and transmitted to the new address.

- **13.3 Estoppel Certificates.** Either Party (or a Mortgagee) may at any time deliver written notice to the other Party requesting an Estoppel Certificate stating:
  - a. The Agreement is in full force and effect and is a binding obligation of the Parties;
  - b. The Agreement has not been amended or modified or, if so amended, identifying the amendments; and
  - c. There are no existing defaults under the Agreement to the actual knowledge of the Party signing the Estoppel Certificate.

A Party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting Party within thirty (30) days after receipt of the request. The City Manager may sign Estoppel Certificates on behalf of the City. An Estoppel Certificate may be relied on by assignees and Mortgagees.

- by the Parties that the Project is a private Undertaking. It is specifically understood and agreed by the Parties that the Project is a private development, that neither Party is acting as the agent of the other in any respect, and that each Party is an independent contracting entity with respect to this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of property owned by a private party. City agrees that by its approval of, and entering into, this Agreement that it is not taking any action which would transform this private development into a "public work" project, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private project into a public work project, it being understood that this Agreement is entered into by City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement, and that City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement, including but not limited to Developer's obligation to provide the public improvements set forth herein.
- 13.5 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain.
- 13.6 Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to the subject matter of this Agreement. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.
- 13.7 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement.

- 13.8 Severability. If any term, provision, covenant or condition of this Agreement is determined invalid, void, or unenforceable by a court of law, then this Agreement shall terminate in its entirety, unless the Parties otherwise consent in writing, which consent shall not be unreasonably withheld.
- 13.9 Covenant Not To Sue. The parties to this Agreement, and each of them, agree that this Agreement and each term hereof is legal, valid, binding, and enforceable. The parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, or based on any allegation or assertion in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.
- 13.10 Force Majeure. Neither Party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, wars, terrorism, riots or similar hostilities, strikes, and other labor difficulties beyond the Party's control, government regulations, pandemics, court actions (such as restraining orders or injunctions), or other causes beyond the Party's reasonable control. If any such events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of the impacts on the Project of each such event.
- **13.11 Waiver.** All waivers of performance must be in a writing signed by the Party granting the waiver. Failure by a Party to insist upon the strict performance of any provision of this Agreement shall not be a waiver of future performance of the same or any other provision of this Agreement.
- **13.12 Time of Essence.** Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.
- 13.13 Governing Law and Venue. This Agreement shall be governed and interpreted in accordance with California law, with venue for any litigation concerning this Agreement in Los Angeles, California.
- **13.14 Interpretation.** This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party or in favor of City shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.
- 13.15 Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

- defend litigation against the other party, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and, in addition, a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to a final judgment.
- 13.17 Recitals. The recitals in this Agreement constitute part of this Agreement and each party shall be entitled to rely on the truth and accuracy of each recital as an inducement to enter into this Agreement.
- 13.18 Joint and Several Liability. In the event Developer should sell, transfer, lease or assign this Agreement, the Property, or any part thereof, Developer shall bear ultimate responsibility for all obligations, conditions, and restrictions set forth under this Agreement, it being understood that both Developer and any transferee, assignee, or lessee shall be jointly and severally liable.
- 13.19 No Brokers. City and Developer represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorney's fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement arising out of agreements by the indemnifying party to pay any commission or finder's fee.
- 13.20 Counterparts. This Agreement may be executed by the Parties in counterparts, which together shall have the same effect as if each of the Parties had executed the same instrument.

[SIGNATURES ON FOLLOWING PAGE(S)]

Developer and City	have executed this A	Agreement on the	e dates set forth below.

	CITY CITY OF CARSON a California Charter City
ATTEST	Albert Robles, Mayor
Donesia Guase, City Clerk  APPROVED AS TO FORM  ALESHIRE & WYNDER, LLP	
Sunny K. Soltani, City Attorney	
	DEVELOPER  KL Fenix Corporation, a California corporation
	By: Name: Its:
	By: Name: Its:

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STAT	E OF CALIFORNIA	
COUN	NTY OF LOS ANGELES	
the ba acknown his/her	sis of satisfactory evidence to be the person(s) www.wledged to me that he/she/they executed the	, personally appeared, proved to me on whose names(s) is/are subscribed to the within instrument and same in his/her/their authorized capacity(ies), and that by n(s), or the entity upon behalf of which the person(s) acted,
	fy under PENALTY OF PERJURY under the land correct.	aws of the State of California that the foregoing paragraph is
WITN	IESS my hand and official seal.	
Signat	ture:	
	the data below is not required by law, it may not fraudulent reattachment of this form.  CAPACITY CLAIMED BY SIGNER INDIVIDUAL	PTIONAL prove valuable to persons relying on the document and could  DESCRIPTION OF ATTACHED DOCUMENT
	CORPORATE OFFICER  TITLE(S)  PARTNER(S)  LIMITED	TITLE OR TYPE OF DOCUMENT
	GENERAL ATTORNEY-IN-FACT	NUMBER OF PAGES
	TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER	DATE OF DOCUMENT
	ER IS REPRESENTING: IE OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

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	CORPORATE OFFICER  TITLE(S)  PARTNER(S)  LIMITED	TITLE OR TYPE OF DOCUMENT
	GENERAL  ATTORNEY-IN-FACT	NUMBER OF PAGES
	TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER	DATE OF DOCUMENT
	ER IS REPRESENTING:  ME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

#### **EXHIBIT "A"**

#### PROPERTY LEGAL DESCRIPTION

PARCEL 4, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 62 PAGE 68 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING FROM THAT PORTION INCLUDED WITHIN LOTS 38, 39, AND 44 OF TRACT NO. 6378, ALL OIL, GAS, HYDROCARBON SUBSTANCES AND OTHER MINERALS IN AND UNDER SAID LAND WITH THE RIGHT TO DRILL FOR, MINE, EXTRACT, TAKE, AND REMOVE THE SAME FROM ANY WELLS OR SHAFTS LOCATED ON ANY LAND ADJACENT TO THE ABOVE DESCRIBED LAND WITHOUT ACCOUNTING TO THE GRANTEE FOR ANY RENTALS, ROYALTIES OR PROCEEDS FROM THE SALE OF SUCH MINERALS, AS RESERVED IN DEED FROM SUNSET OIL COMPANY, RECORDED AUGUST 2, 1944 IN BOOK 20925, PAGE 72 OF OFFICIAL RECORDS.

ALSO EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES AND ALL OTHER MINERALS IN AND UNDER SAID LAND (EXCEPT THE SOUTH 350 FEET OF LOTS 36 AND 37), AS RESERVED BY SUNSET OIL COMPANY, A CORPORATION IN DEED RECORDED JULY 1, 1955 IN BOOK 48230, PAGE 289 OF OFFICIAL RECORDS AND BY SUNSET INTERNATIONAL PETROLEUM CORPORATION, A CORPORATION IN DEED RECORDED JULY 20, 1960 IN BOOK D-916 PAGE 193 OF OFFICIAL RECORDS.

ALSO EXCEPT FROM SAID LAND THAT PORTION LYING WITHIN THE LINES OF LOT 91 TRACT NO. 4671, ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES WHICH LIE BELOW A PLANE OF 500 FEET FROM THE SURFACE OF SAID LAND AS EXCEPTED IN THE DEED FROM DEL AMO ESTATE COMPANY, A CORPORATION, RECORDED NOVEMBER 8, 1963 IN BOOK D-2250 PAGE 748 OF OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER: 7336-003043

### EXHIBIT "B" DEPICTION OF THE PROPERTY

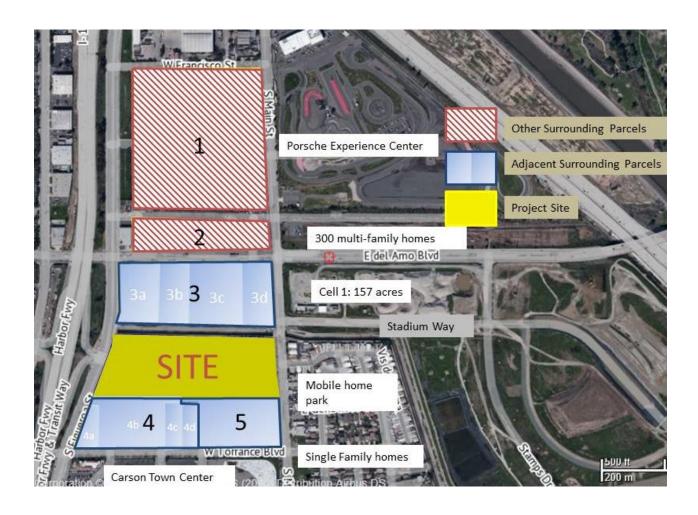


#### **EXHIBIT "C"**

#### **SURROUNDING PARCELS**

#### **ASSESSOR'S PARCEL NUMBERS:**

 $7336-003028, 7336-003029, 7336-003039, 7336-003041, 7336-003042, 7336-004010, AND\\ 7336-004016$ 



## EXHIBIT "D" SITE PLAN

SEE ATTACHED



**Developmental Disability Services** 

To: City of Carson Planning Commission:

5/1/2020

Subject: KL Fenix

The Container Storage and Truck Hauling Facility Dear Planning Commission, Our organization provides Day programming services to individuals with Intellectual Disabilities on the West Side of the City of Carson. Please accept this letter to express our opposition to the KL Fenix Corporation application for a container and truck hauling yard at 20601 S. Main Street. I understand that a study has been done suggesting that the project would be okay for the area. I don't believe this is a correct conclusion. There will be hundreds of trucks coming and going from the property from 6 am until 2 am some trucks will be on streets of Carson, others will be coming from or going onto the freeway. This would be okay if there were a reasonable number of trucks, but, there will be 475 Containers being hauled by so many diesels spewing 18-wheeler trucks. This will cause a large queue on our ALREADY congested on and off-ramps As these trucks enter the Harbor 110 Freeway, their slow-moving speed differentials cause a significant traffic hazard from the preexisting cars already speeding down the same routes. A much worse situation exists when our families and community regularly use these same on and off-ramps. There are already too many trucks near our businesses and homes. And, it is already too difficult to merge from the Harbor Freeway to the San Diego Freeway. More slow-moving trucks only make this situation worse. These additional trucks create unsafe conditions. This area near our residential community should not be considered for a truck yard. This type of use is better suited for areas near the Alameda Corridor or properties near the Ports of Los Angeles or Long Beach. If this truck yard is approved, what happens with some of the other properties nearby? The former drive-in theater and other properties could also be proposed for a similar type of truck yard use. Approval of this KL Fenix project would set a dangerous precedent. We do not need intensive trucking operations on the west side of Carson. Please do not allow this project to be approved. It is not fair to our community and not fair to all those using the Harbor Freeway.

Ambitions is STRONGLY AGAINST this project!!!

Please vote NO

Respectfully.

Richard Pease. President

Ambitions California

310-683-8385

EXHIBIT NO. 5

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	trucks on the 14.3-acre located at 20601 S. Main Street will not be compatible with the surrounding	located at 20601 S. Main Street w	trucks on the 14.3-acre		
	parking and storage of 175 cargo containers and	proposed KL Fenix trucking facility application. The parkir	proposed KL Fenix truck		
	We, the undersigned, are concerned citizens who urge the Planning Commission to act to deny the	re concerned citizens who urge the	We, the undersigned, a	Action Petitioned For:	Actic
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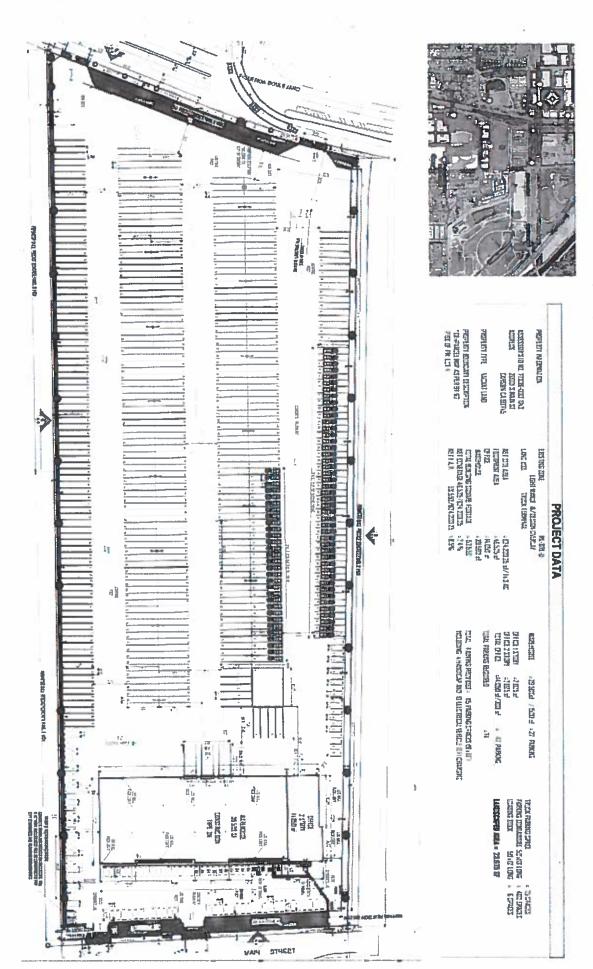
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DELIVER THIS PETITION TO CARSON CITY HALL OR EMAIL TO MBATHIA@CARSON.CA.US NO LATER THAN 3:00 P.M., MAY 27, 2020. THE PLANNING COMMISSION WILL CONDUCT A PUBLIC HEARING ON MAY 27, 2020.

# PROPOSED KL FENIX CORPORATION

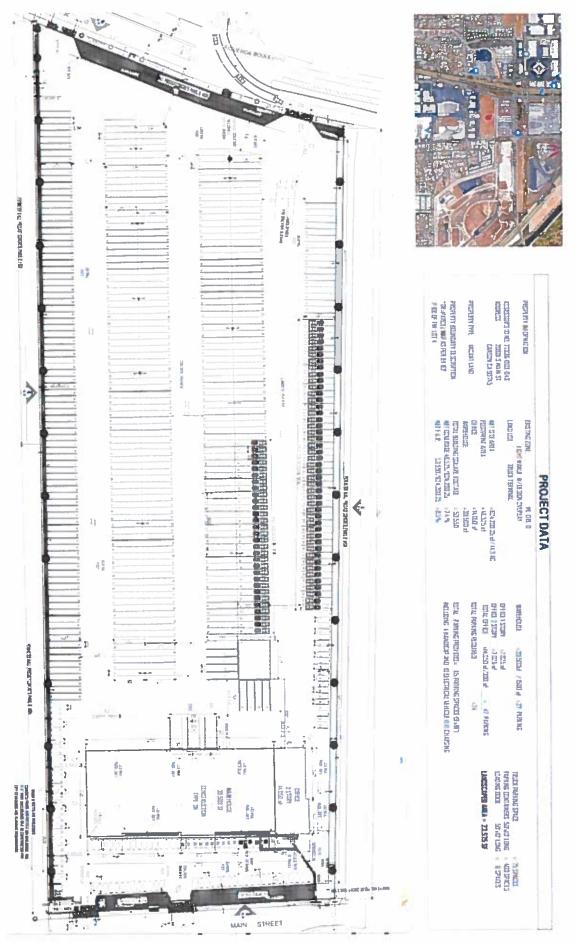
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-	deny the	ission to act to	Planning Commi	itizens who urge the	re concerned ci	We, the undersigned, are concerned citizens who urge the Planning Commission to act to deny the	Action Petitioned For:	Act
-4			Specific Plan	x Container Parking S	oposed KL Fenix	Request to deny the proposed KL Fenix Container Parking Specific Plan	Petition Summary:	Pet
27			COMMISSION		CARSON P	PETITION TO CARSON PLANNING		
7								

# PROPOSED KL FENIX CORPORATION

# CARGO CONTAINER AND TRUCK PARKING FACILITY



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									Lydia Fernandez	Ximena Fornandez	Tuens termolie	Altage	Date Printed Name	$\dashv$									Action Petitioned For:	Petition Summary:	
									Judia Fernanda W	Nime streaming o	Transforwards	(STEEL)	Signature	not harm our community	yard or truck terminal is	and the well-being of the	businesses, commercial a	on residential and comm	truck intensive uses in ar	community. The Carson	trucks on the 14.3-acre le	proposed KL Fenix trucki	We, the undersigned, are	Request to deny the pro	PETITION TO CA
									28/00 Manst 425	20600 Mars St #25	20600 Harrist #25	20600 Man St #25	Address	not harm our community by allowing so many trucks into	inconsistent with past and curre	community. The request to alk	activities and residential develop	nercial uses. Our community is in	truck intensive uses in areas where the location and circu	General Plan - Land Use Elemen	ocated at 20601 S. Main Street w	ng facility application. The parki	e concerned citizens who urge th	Request to deny the proposed KL Fenix Container Parking Specific Plan	PETITION TO CARSON PLANNING COMMISSION
													Comment	into our neighborhood.	yard or truck terminal is inconsistent with past and current community goals and objectives. Please do	and the well-being of the community. The request to allow the KL Fenix property to be used as a truck	businesses, commercial activities and residential developments. While Carson recognizes the value of	on residential and commercial uses. Our community is improving so much with the addition of new	circulation pattern will provide minimal impacts	community. The Carson General Plan – Land Use Element states a policy to locate heavy industry and	trucks on the 14.3-acre located at 20601 S. Main Street will not be compatible with the surrounding	proposed KL Fenix trucking facility application. The parking and storage of 475 cargo containers and	We, the undersigned, are concerned citizens who urge the Planning Commission to act to deny the	g Specific Plan	MNISSIMN



May 1, 2020

Champion Sports Facility Inc. 20797 S. Main Street Carson, CA 90745

Subject: KL Fenix - Container Storage and Truck Hauling Facility

Dear Planning Commission,

Our organization represents the youth sports community on the West Side of the City of Carson.

Please accept this letter to express our opposition to the KL Fenix Corporation application for a container and truck hauling yard at 20601 S. Main Street. I understand that a study has been done suggesting that the project would be okay for the area. I don't believe this is a correct conclusion.

There will be hundreds of trucks coming and going from the property from 6 am until 2 am some trucks will be on streets of Carson, others will be coming from or going onto the freeway. This would be okay if there were a reasonable number of trucks, but, there will be 475 Containers being hauled by so many diesels spewing 18-wheeler trucks. This will cause a large queue on our ALREADY congested on and off-ramps

As these trucks enter the Harbor 110 Freeway, their slow-moving speed differentials cause a significant traffic hazard from the preexisting cars already speeding down the same routes. A much worse situation exists when our families and community regularly use these same on and off-ramps.

There are already too many trucks near our businesses and homes. And, it is already too difficult to merge from the Harbor Freeway to the San Diego Freeway. More slow-moving trucks only make this situation worse. These additional trucks create unsafe conditions.

This area near our residential community should not be considered for a truck yard. This type of use is better suited for areas near the Alameda Corridor or properties near the Ports of Los Angeles or Long Beach.

If this truck yard is approved, what happens with some of the other properties nearby? The former drive-in theater and other properties could also be proposed for a similar type of truck yard use.

Approval of this KL Fenix project would set a dangerous precedent. We do not need intensive trucking operations on the west side of Carson.

Please do not allow this project to be approved. It is not fair to our community and not fair to all those using the Harbor Freeway. I urge you to deny this application.

Sincerely,

Michael Forster President

cc: Community Development Director

#### Halau O Lilinoe

305 W Torrance Blvd Unit B Carson, CA 90745 310-500-5202 Email:Halauolilinoe@gmail.com

Subject: KL Fenix-Container Storage and Truck Hauling Facility

Dear Planning Commission,

Our organization represent the Hawaiian & Polynesian cultural community on the West side of the of the City of Carson.

Please accept this letter to express our opposition to the KL Fenix Corporation application for a container and truck hauling yard at 20601 S Main street. I understand that a study has been done suggesting that the project would be okay for the area. I don't believe this a correct conclusion.

There will be hundreds of trucks coming and going from the property from 6 am until 2 am some trucks will be on streets of Carson, others will be coming from or going onto the freeway. This would be okay if there were a reasonable number of trucks, but there will be 175 containers being hauled by so many diesels spewing 18-2h33l34 trucks. This will cause a large queue on our ALREADY congested on and off ramps.

As these trucks enter the Harbor 110 freeway, their slow-moving speed differentials cause a significant traffic hazard from the pre-existing cars already speeding down the same routes. A much worse situation exists when our families and community regularly use these same on and off-ramps.

There are already too many trucks near our business and homes. It is already too difficult to merge from the Harbor Freeway to the San Diego Freeway. More slow-moving trucks only make this situation worse. These additional trucks create unsafe conditions.

This area near our residential community should not be considered for a truck yard. This type of use is better suited for areas near Alameda corridor or properties near the Ports of Los Angeles or Long Beach.

If this truck yard is approved, what happens with some of the other properties nearby? The former drive-in theater and other properties could also be proposed for a similar type of truck yard use.

Approval of this KL Fenix project would set a dangerous precedent. We do not need intensive trucking operations on the west side of Carson.

Please do not allow this project to be approved. It is not fair to our community and not fair to all those using the Harbor Freeway. I urge you to deny this application.

Sincerely

Lincoln & April Kaio

Halau O Llinoe (Hula & Ukulele school)

May 21, 2020

Carson Planning Commission City of Carson 701 E. Carson Street Carson, CA 90745

Subject: Pending Application for KL Fenix Corporation

Dear Planning Commission,

I am submitting this letter to encourage the Planning Commission to deny the KL Fenix application to operate a truck yard at 20601 S. Main Street. The KL Fenix project involving 6 loading docks and 475 container and truck parking spaces cannot be found compatible with the existing and anticipated development in the area. There are other opportunities to develop this site that do not lead to approving a truck yard. Even the applicant acknowledges the property has development potential by requesting a 7-year term to the authorization with options for a 3-year extension. As such, the Planning Commission should reject this application and respectfully request KL Fenix Corporation to proceed with a more appropriate development scenario.

The Planning Commission should carefully review the staff report presented to City Council on August 7, 2018 for the KL Fenix Corporation request to obtain an exception from the urgency ordinance to allow filing of an application for a trucking related use (Attachment 1) KL Fenix attempted to classify the project as a truck terminal. The Planning Department correctly advised that the use was a "truck yard" pursuant to definitions in the City's Municipal Code. As the Planning Commission is aware, as the former Planning Officer, I have unique knowledge of the City's codes and General Plan. I believe the Planning Department provided the correct analysis and arrived at an appropriate conclusion that the KL Fenix project was not consistent with the existing and anticipated General Plan and the recently completed Vision Plan.

The City Council decision to allow KL Fenix to submit an application during the moratorium was not unanimous. As noted in the attached City Council minutes, concerns were raised regarding the appropriateness of the truck yard use, traffic related impacts and erosion of the City's image (Attachments 2 and 3). The City Council Resolution No. 18-113 simply allowed an application to be submitted and did not approve the KL Fenix truck yard use (Attachment 4). The outlining of potential conditions announced the City Council's initial thoughts for the applicant to include in the application. As required by both State law and the City's municipal code, the Planning Commission is required to conduct a public hearing and submit findings to the City Council evaluating the relationship of the project with the General Plan and other requirements. The information contained in the City Council's resolution is not binding on the Planning Commission.

Carson has worked very hard to establish more balance between businesses and residents. Uses that were deemed incompatible became legal, nonconforming and the City required the businesses to close

or make improvements to meet new zoning requirements. Many of these businesses were heavy industrial or involving trucks or outdoor activities not conducive to neighboring properties. It is hard to imagine why Carson would allow a new heavy industrial truck yard use to locate on the KL Fenix property. As staff identified in the August 7, 2018 City Council staff report, such a zone designation to Manufacturing, Heavy should be viewed as spot zoning since there is insufficient community benefit to justify the change. As shown in the attached General Plan Land Use Map, the City has been careful to place the Heavy Industrial designations in areas that will have minimal impact on surrounding properties. The KL Fenix property does not have any other Heavy Industrial areas nearby and it is extremely unlikely that the City would approve of other nearby properties being placed in the Heavy Industrial designation.

The current General Plan Land Use Designation for the site is Mixed-Use Business Park and would not allow for a truck yard use. The General Plan Land Use Element defines Mixed-Use Business Park as follows:

"All areas southwest of 1-405 and north of Torrance Boulevard and the Carson Marketplace Specific Plan site are designated MU-BP, with a combination of regional commercial and business park/limited industrial uses. No residential uses would be allowed."

Both the Vision Plan (2016) and the recent activities of the General Plan Advisory Committee (GPAC) do not support a truck yard locating on the KL Fenix property. The GPAC identified three alternatives for the KL Fenix property and surrounding area as Open Space/Park, Office, and General Commercial. A truck yard, cargo container parking, or truck terminal would not be allowed in these land use designations. Therefore, the proposed project would not be consistent with the Carson 2040 General Plan unless a determination is made for the property to be within the Heavy Industrial land use designation.

The trend over the past years has been for Carson to identify areas that would support housing. The State of California has required each city to plan for population growth and Carson is required to provide residential zone districts allowing for 5606 new housing units in the next Housing Element cycle (2021-2018). Properties along Avalon Boulevard and Carson Street will be prime opportunities for this new housing. Main Street is also the next area that would be advantageous for residential development. MBK Real Estate is under construction with 300 Evolve South Bay apartments on Del Amo Boulevard and Main Street. Just to the west on Main Street, Gaudenti Properties has expressed interest in developing another 60 apartments. There is also a pending application from Rand Resources, LLC seeking to build 356 apartments at Torrance Boulevard and Main Street. In a Daily Breeze article related to the Evolve South Bay apartments, Mayor Robles stated Carson needs to increase the residential population to improve its quality of life and Carson doesn't have the residential density to justify the better restaurants, grocery stores and retail establishments (Attachment 6). As such, Carson would be better served supporting development that leads to stronger residential and commercial opportunities. The KL Fenix project does the opposite.

KL Fenix purchased the subject property with the intent of developing an industrial project. Based upon the previous City Council discussions in 2018, KL Fenix stated a willingness to accept a 7-10 year term for the truck yard and committed to making the project consistent with the 2040 General Plan and Zoning Ordinance. As this letter is written in advance of the Planning Commission staff report, it is unknown if KL Fenix is seeking to reduce the scope of the project in order to garner more support from the Planning Department and, ultimately, the Planning Commission. I would advise that a reduction in the number of container and truck parking spaces would reduce some impacts, but the project would remain as a truck yard that is incompatible with the existing and anticipated development that surrounds the property. A series of images are attached to this letter to help illustrate why I believe the KL Fenix project to be inappropriate for the subject property (Attachment 7).

Through the General Plan, the Planning Commission and City Council communicates goals and expectations for community development. The current General Plan designation of Mixed-Use Business Park allows for limited industrial uses for the KL Fenix property. KL Fenix has not demonstrated that a limited industrial use is infeasible. Based upon my recent discussions with architects and real estate professionals familiar with the property, a project involving more buildings and less trucks is feasible. In fact, I was informed that KL Fenix considered a more comprehensive development option. It would appear, however, that KL Fenix is seeking to control development costs while capturing a significant revenue stream due to the demand for port-related truck parking. The Planning Commission should encourage KL Fenix to look at a development that satisfies both the short term and long-term goals of the community.

Thank you for considering my views on the KL Fenix project. Please contact me at <a href="mailto:sherirepp43@hotmail.com">sherirepp43@hotmail.com</a> or (310) 592-9835 if there are questions.

Sincerely,

Sheri Repp Loadsman

Attachments:

- 1. City Council Staff Report dated August 7, 2018
- 2. City Council Minutes dated August 7, 2018
- 3. City Council Minutes dated August 21, 2018
- 4. City Council Resolution No. 18-113
- 5. Carson General Plan Land Use Map
- 6. Daily Breeze Article dated July 10, 2019
- 7. Illustrative Slides



701 East Carson Street



File #: 2018-571, Version: 1

#### Report to Mayor and City Council

Tuesday, August 07, 2018

Discussion

#### SUBJECT:

CONSIDER PROVIDING DIRECTION ON AN EXCEPTION TO THE APPLICATION OF INTERIM URGENCY ORDINANCE NO. 18-1805U TO ALLOW FILING AND PROCESSING OF PLANS AND PERMITS NECESSARY TO OPERATE A LOGISTICS FACILITY AS A TRUCK TERMINAL WITH A 53,000 SQUARE-FOOT BUILDING AND 475 TRUCK/CARGO CONTAINER PARKING/STORAGE SPACES FOR A 10 YEAR PERIOD ON A 14.3 ACRE SITE LOCATED AT 20601 S. MAIN STREET(CITY COUNCIL)

#### I. SUMMARY

On June 6, 2018 and July 24, 2018, Mr. Felipe Segovia with KL Fenix Corporation filed a request to make an exception to Interim Urgency Ordinance No. 18-1805U to allow filing and processing of all applicable entitlement applications necessary to process a logistics facility as a truck terminal with a 53,000 square-foot building and 488 truck/cargo container parking/storage spaces for a 10-year period (7 years with a 3-year extension) on a 14.3 acre site located at 20601 S. Main Street. The site is a former landfill site. The applicant has indicated that they are willing to modify the project after the initial 10-year period to be consistent with the surrounding uses. The applicant is also proposing to pay the City \$0.50 per truck trip for the duration of the approval toward funding City's street maintenance costs, (Exhibit Nos. 1 and 2).

Staff has determined the applicant's proposed project is not a truck terminal as defined in the Carson Municipal Code (CMC). Based on applicant's description, the proposed project should be classified as a cargo container parking/storage or a truck yard. Regardless of whether the proposed use is considered a truck terminal, truck yard, or cargo container parking/storage, the proposed project is not consistent with the City's current General Plan and is not anticipated to be consistent with the Carson 2040 General Plan. The three Draft Alternative Land Use Plans for the Carson 2040 General Plan designate the site as Open Space/Park, Office, and General Commercial, none of which would allow the proposed uses. Furthermore, truck yards and cargo container parking/storage are not permitted in the current ML zoning. It should be noted that the current zoning of the site is not consistent with the City's General Plan. In order for truck yards and cargo container parking/storage to be consistent with the current General Plan and zoning, the General Plan Land Designation and Zoning of the site would have to be changed to Heavy

CITY OF CARSON

Page 1 of 7

Printed on 8/3/2018
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Industrial and Manufacturing Heavy, respectively. In doing so, the City would create "spot zoning," which is impermissible in this case as it is not in the public interest. Spot zoning occurs when a parcel of property is subject to more or less restrictive zoning than the surrounding properties.

#### II. RECOMMENDATION

PROVIDE DIRECTION ON "AN EXCEPTION TO THE APPLICATION OF INTERIM URGENCY ORDINANCE NO. 18-1805U TO ALLOW FILING AND PROCESSING OF PLANS AND PERMITS NECESSARY TO OPERATE FOR LOGISTICS FACILITY AS A TRUCK TERMINAL WITH A 53,000 SQUARE-FOOT BUILDING AND 475 TRUCK/CARGO CONTAINER PARKING/STORAGE SPACES FOR A 10-YEAR PERIOD ON A 14.3 ACRE SITE LOCATED AT 20601 S. MAIN STREET"

#### III. ALTERNATIVES

TAKE such other action as the City Council deems appropriate, consistent with the requirements of the law.

#### IV. BACKGROUND

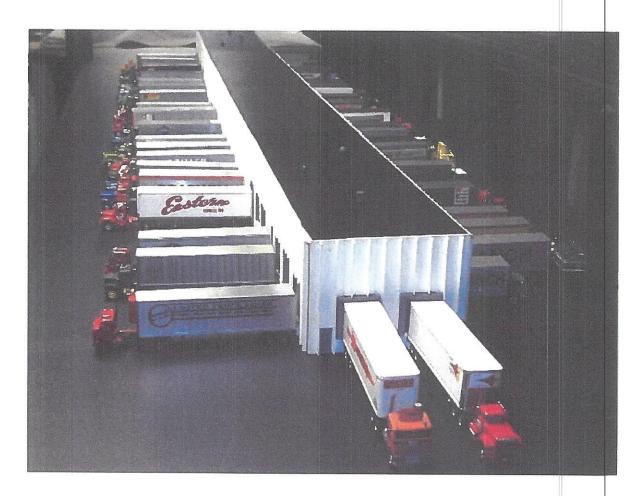
On March 20, 2018, the City Council adopted Interim Urgency Ordinance No. 18-1805U, extending a moratorium for 12 months on the establishment, expansion, or modification of truck yards, logistics facilities, hazardous materials or waste facilities, container storage, and container parking. Section 6 of this Ordinance allows the City Council to grant exceptions (Exhibit No. 3).

The applicant has characterized their proposal a truck terminal. The applicant has further stated that containers brought to the site would always remain on the chassis/trailer wheels and would not be stacked and would be just be disconnected from the tractor truck. However, staff does not agree with this characterization. Staff has always maintained that the proposed use is considered a truck yard or cargo container parking.

The following analysis demonstrates that truck yards and cargo container parking/storage are not permitted under the current zoning, current General Plan, and may not be consistent with the Carson 2040 General Plan. In addition, applicant's proposed project is not considered a truck terminal as defined by the City's current zoning code. CMC Section 9191.698 defines a truck terminal as follows:

"Shall mean a principal use of land for trucking operations where there are facilities, either partially enclosed or unenclosed, for the purposes of transferring goods or breaking down and assembling tractor-trailer transport. Not included in this definition are warehouse facilities, as defined in this Part, or similar facilities used primarily for freight forwarding and the deposit, storage or safekeeping of goods. (Ord. 04-1308, § 1)"

The proposed building only has 6 dock doors and is designed to store goods and includes office space. Truck terminals by definition are dock facilities to transfer goods between trucks/containers through the dock doors as shown in the picture below. Therefore, it does not meet the definition of a truck terminal.



Furthermore, truck terminals are not anticipated to be permitted by the Carson 2040 General Plan in this zone.

As discussed above, staff has classified the proposed use as a truck yard or cargo container parking, as described in the Zoning Code. The primary use of the property is as a truck yard or cargo container parking as the project includes a 53,000 square-foot building with 6 dock doors and 475 truck parking spaces.

CMC Section 9191.699 defines a truck yards as follows:

"Shall mean a principal use of land for parking or storage of trucks in active use with or without servicing or repairing of trucks as an incidental use thereto. This definition does not include parking or storage of trucks if incidental to and located on the same lot, or contiguous lot, as a permitted use, servicing only said permitted use, and wholly owned

or controlled by the owners of said permitted use. Not included in this definition are warehouse facilities, as defined in this Part, or similar facilities used primarily for freight forwarding and the deposit, storage or safekeeping of goods. (Ord. 04-1308, § 2)"

CMC Section 9191.067 defines a Cargo Container Storage Facilities as follows:

- "A. Cargo Container. Shall mean any container sufficiently durable for repeated use which, by virtue of its own particular design, permits the temporary storage and protection of bulk commodities, goods and other cargo, and which may be transported in various modes without intermediate loading or unloading.
- B. Cargo Container Parking. Shall mean the parking of a trailer, detached from the tractor unit, on which is loaded one (1) or more cargo containers.
- C. Cargo Container Storage. Shall mean the storage or stacking of one (1) or more cargo containers. (Ord. 87-819, § 9; Ord. 87-822, § 4)"

#### General Plan Consistency

The current General Plan Land Use Designation for the site is Mixed-Use Business Park. The General Plan Land Use Element defines Mixed-Use Business Park as follows:

"All areas southwest of I-405 and north of Torrance Boulevard and the Carson Marketplace Specific Plan site are designated MU-BP, with a combination of regional commercial and business park/limited industrial uses. No residential uses would be allowed."

As the above language states, this land use designation is not intended for heavy industrial uses such as truck yards, cargo container parking, and truck terminals.

#### **Zoning Consistency**

The current zoning of the property is Manufacturing Light (ML) which does not allow truck yards and cargo container parking. Only the Manufacturing Heavy (MH) zone allows truck yards and container parking. It should be noted that the City never adopted a zone to implement the Mix-Use Business Park Land Use Designation; therefore, the ML zoning is inconsistent with the City's current General Plan.

#### Carson 2040 General Plan Consistency

The City has initiated efforts to conduct a major update of the General Plan to determine the path to the future development of the City. This effort was started about a year ago. General Plan Advisory Committee (GPAC) was appointed by the City Council to assist City staff and Dyett & Bhatia, City's General Plan consultants, to draft the General Plan. So far, the GPAC has finalized the three Land Use Alternative maps. Most likely, one or a combination of these three alternatives may become the City's preferred Land Use Plan. These three alternatives designate the site as Open Space/Park, Office, and General Commercial. A truck yard, cargo container parking, and truck terminals would not be allowed in these land use designations. Therefore, the proposed project may potentially not be consistent with the Carson 2040 General Plan.

Page 4 of 7

#### Vision Plan Consistency

The Vision Plan was adopted approximately two years ago, (Exhibit No. 4). The Vision Plan concluded that logistic businesses are an appropriate future use for this area because the direct freeway access reduces the impact of truck travel on the City's interior including residential neighborhoods. However, the circumstances have changed since the Vision Plan was adopted. At that time, the City anticipated the District at South Bay (157 acres) to be developed as combination of an outlet mall and a power center with retail uses. However, this combination has proved to be infeasible on that site, so far; therefore, opening the door for additional retail uses in the surrounding area. The City is currently contemplating the possible future uses of the remaining 111 acres. Most of the proposed uses are regional in nature and some focus on entertainment uses. If the 111 acres are developed with these regional uses, a new set of opportunities other than logistics uses will be available for the areas surrounding the site including the proposed project site.

Furthermore, at the time of adoption of the Vision Plan, the former Kmart center was vacant with limited prospects for future uses. Since then, the center has found new life with three new tenants and the entire Kmart building is being remodeled. In addition, a preliminary application was filed for a multi-family project between the proposed project site and Torrance Boulevard. It is unclear at this time whether this residential project will be built. In conclusion, the Vision Plan was a planning tool developed two years ago with no regulatory authority. Since then the circumstances have changed for the area and the City has initiated the Carson 2040 General Plan process which does not contemplate allowing truck yard, cargo container parking, and truck terminals.

#### Traffic and Access

Main Street north of Torrance Boulevard, Torrance Boulevard, and Figueroa Street are all truck routes. Main Street south of Torrance Boulevard is not a truck route, (Exhibit No. 5).

Even though a traffic study has not been prepared, it is safe to assume that the proposed project could potentially create a large number of truck trips. The site is ideally located close to I-110 and truck traffic could be minimized on City streets if the majority of the trips end up on I-110. However, access to and from I-110 could be very challenging for this site for large trucks as the following figure demonstrates:



#### Northbound I-110 On-Ramp

The existing southerly driveway on the site would provide access for the trucks from the site to the signalized northbound on-ramp. As demonstrated in the figure, the turning pocket for the on-ramp is approximately 235', which indicates a large turning lane is needed to accommodate the heavy traffic traveling in this direction. However, the driveway is located at the southerly edge of the property. In fact, it is located approximately 35' from the driveway on the property to the south, which is not ideal. Furthermore, the northerly edge of the driveway would shorten the 235' turn pocket by approximately 22'. Therefore, not only the proposed project would not be able to mitigate the addition of the truck traffic from the project on this turning lane, it would actually make it worse.

#### Northbound I-110 Off-Ramp

Trucks exiting on this signalized off-ramp would have to utilize the existing northerly driveway to enter the site. As it can be seen on the figure, this maneuvering would be very difficult given the location of the existing driveway.

#### Southbound I-110 On-Ramp

For trucks to go southbound on the I-110, they can utilize both driveways to turn right on Figueroa. They would then have to make three left-hand turns to get on the freeway. The last left turn would be in at the ramp intersection which is not signalized.

As the analysis above shows, it is staff's opinion that the site is not suitable for a use that would create heavy truck traffic.

#### Post Moratorium Scenarios

Upon expiration of the moratorium which expires on March 20, 2019, the applicant has the following choices to develop their property:

- 1. File a Specific Plan consistent with the current General Plan designation of Mixed-Use Business Park.
- 2. File a Specific Plan consistent with the Carson 2040 General Plan Preferred Land Use Plan.
- 3. Wait for the City to adopt the Carson 2040 General Plan and City's new Zoning/Development Code.

#### V. FISCAL IMPACT

None.

#### VI. EXHIBITS

- Letter from Mr. Felipe Segovia with KL Fenix Corporation, dated June 6, 2018 and July 24, 2018 (pgs. 8-11)
- 2. Site Plan (pg. 12)
- 3. Ordinance No. 18-1805U (pgs. 13-30)
- 4. Vision Plan, Area 1 (pgs. 31-32)
- 5. Truck Routes Map (pg. 33)

Prepared by: Saied Naaseh, Community Development Director

July 24, 2018

Mr. Saied Naaseh Community Development Director City of Carson



Dear Mr. Naaseh:

This letter serves to provide further clarification, and to request that our proposed project at 20601 S. Main Street be exempted from current moratorium requirements.

Our first request to be exempted from the moratorium requirements was through a letter dated on June 6, 2018, of which a copy is attached. As indicated in this letter, we are in agreement with the City of Carson on issues related to temporary approval of this project and with a fee that would be imposed to the proposed project on this vacant 14-acre parcel.

On July 12, 2018, we met in your office to discuss our request to be exempt. At this meeting, I emphasized that the usage of the Carson City Street by our trucks would be extremely limited, since our site is adjacent to the 110 Freeway. I reiterated that we were in agreement in regards to having temporary land use approval for the proposed project, with a fee that would be imposed for the parcel. The temporary approval was discussed at length, and we agreed with the City's concern that our project as presented might not be the best use for this parcel in the future, especially if the surrounding area developed as envisioned by the City. We agreed that at the right time, in the future, the usage would be re-evaluated to ensure compatibility with the development in the surrounding area, and we would take into consideration the City's input as to what the best use would be for this parcel. The method to determine a fee to be charged by the City was also discussed, and you stated that it would be at a rate of 50 cents per truck trip. At this meeting, it was also agreed that the points that would be presented to the City Council in a closed session would be shared with us. On July 17, I sent an email to your attention to confirm the number of parking spaces and to modify the timeframe to 10 years, with a 5 year option to extend the temporary approval and to request the discussion points that would be presented.

On July 18, I received a telephone call from you to discuss the outcome of the City Council's closed door session, at which our project was discussed. You stated that our project had not been exempted from the moratorium, and that the two issues for not being exempted were related to the timeframe of the temporary use, and that the General Plan would not allow the proposed use even though it conflicted with the current zoning classification, which does allow it.

We respectfully request that our proposed project be reconsidered for exemption from the current moratorium. Please note that we are in agreement with the City of Carson on the two issues of concern to the City, as originally stated in our letter dated on June 6, 2018. The land use

approval is on a temporary basis, and to clarify even further, we find acceptable a term of 7 years with 3 year extensions thereafter, until the City determines that the proposed use is no longer compatible with the surrounding area as it develops as envisioned. As for the General Plan, which lays out a future direction and vision for the City, we would also be in agreement to reevaluate the proposed project at the correct time in the future to ensure that the use is compatible with the surrounding development.

As we mentioned on many occasions, as a Carson City Business owner, we will follow the City's Vision Plan that will be made in the future, and coordinate with it since the future plan will eventually benefit us as well.

In the meantime, please reconsider letting us develop the site under the current City Codes/regulations, since it is not a mutual benefit for either of us if the site stays abandoned for the next 10 years or so with added dust, weeds and trash occupying the area.

We look forward to working with the City on this project that will greatly improve this highly visible parcel of land, which is located at one of the City's main entry points.

Thank you

KI Fenix Corporation

Felipe Segovia 310-560-7409

Attachment:

Letter June 06 2018

CC:

Mayor and City Council.

JUN 0 6 2018

June 6, 2018

Mr. Saied Naaseh Planning Manager Community Development Department City of Carson 701 E. Carson Street Carson, CA 90745



Dear Mr. Naaseh:

This letter is a follow-up to our meeting on May 17, 2018 regarding the 14-acre site at 20601 S Main Street. The topic of discussion at this meeting was a proposed development for this site consisting of a warehouse/office building and a truck terminal operation. Attached is a copy of the conceptual site plan for the proposed project.

Information regarding operations of the proposed development, terms for a possible user fee, and a timeframe for temporary land use approval was requested by the City staff. This letter will serve to provide the requested information.

#### Background History

The property was operated as a brown landfill between November 1956 and October 1959. The site currently has an interim good soil cover of approximately 5.5 feet over the refuse of trash buried at this landfill. Since the operation closed in 1959, it has been abandoned. This has led to dust and weeds springing up and creating an undesirable appearance.

Since 1990, developers had tried to develop the site, and in 2004, Carson Valley LLC submitted mixed use projects to the City. However, Carson Valley LLC filed a bankruptcy petition on October 15, 2010. And in 2015, KL Fenix Corporation, a minority small business entity, purchased the site and aims to develop it as cleanly and nicely as possible.

#### The Use of the Proposed Development

The site is currently under ML zoning, which allows a truck terminal operation use by the city code section 9148.9.

- 1. Warehouse/office building along the Main Street: The warehouse/office building is proposed to be located on the Main Street side, so it could act as a visual screen for future developments on properties to the east of this site. The warehouse space will be approximately 39,000 square feet with high ceilings, and a two story office space on one side will be about 14,000 square feet. Care would be taken in the design of the building in order to make a more aesthetically looking building from the Main Street side.
- 2. Truck Terminal: The principal use of the truck terminal would be for transferring goods or breaking down and assembling tractor-trailer transportation (as mentioned in the city code section 9191.698). The truck terminal on this site will mainly contribute to mobilize goods that are imported and to be exported, which are made in the United States. The primary route for the trucks would be on the off and on ramps from the 110 Freeway across from Figueroa Street, on the west side of the property. Very limited trucks, if any, would use the City of Carson streets as a route.

## Terms and Fees to Carson City

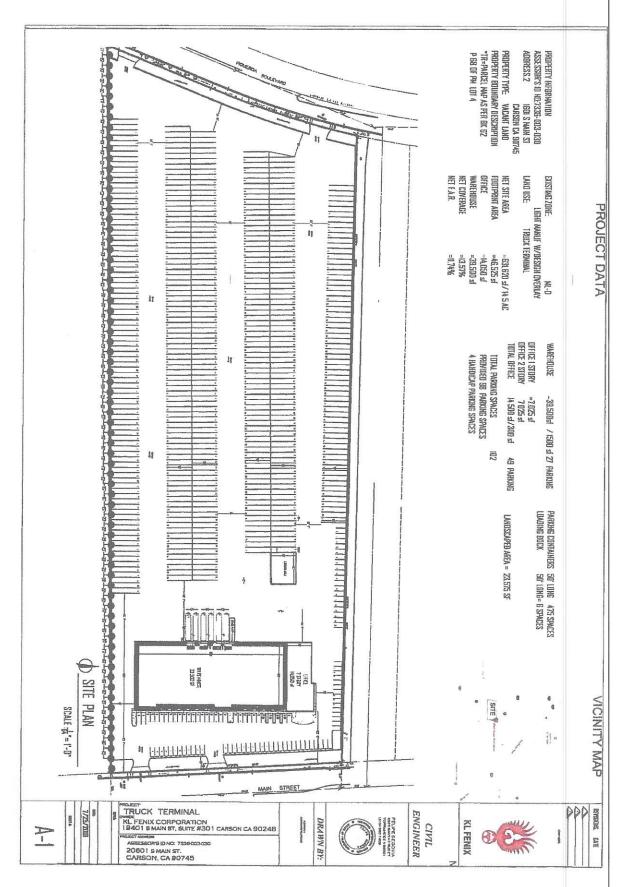
Since the capital required to construct this development would be significant and fall in the millions of dollars range, the timeframe requested for temporary land use approval would not be practical. A different approach to obtain the same goal that was expressed by the City staff, would be for the applicant to be in agreement with following recommendations for usage by the City based on the progress of other developments in the surrounding areas in the future.

In terms of a fee that would be paid to the City based on the truck terminal use, KL Fenix Corporation proposes that the City collect a yearly fee of \$30,000 for the time frame that the Truck Terminal use is in operation.

KL Fenix Corporation requests that the development plan, as submitted, be brought forth to the City Council for their approval, to allow this project to be considered within the moratorium period.

Thank you

Felipe Segovia



#### ORDINANCE NO. 18-1805 U

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, EXTENDING A MORATORIUM ON THE ESTABLISHMENT, EXPANSION, OR MODIFICATION OF TRUCK YARDS, LOGISTICS FACILITIES, HAZARDOUS MATERIALS OR WASTE FACILITIES, CONTAINER STORAGE, AND CONTAINER PARKING WITHIN THE CITY OF CARSON FOR 12 MONTHS

WHEREAS, pursuant to Government Code § 65858, on March 21, 2017, the City Council approved Ordinance No. 17-1615U establishing a temporary moratorium on the establishment, expansion, or modification of truck yards, logistics facilities, hazardous materials or waste facilities, container storage, and container parking in the City of Carson, and declaring the urgency therefor; and

WHEREAS, pursuant to Government Code § 65858, on May 2, 2017, the City Council approved Ordinance No. 17-1618U extending a temporary moratorium on the establishment, expansion, or modification of truck yards, logistics facilities, hazardous materials or waste facilities, container storage, and container parking in the City of Carson for 10 months and 15 days, and declaring the urgency therefor; and

WHEREAS, City Council finds that the conditions necessitating such Ordinance continue to exist; and

WHEREAS, City staff require more time to conduct the reviews and studies directed by such Ordinance; and

WHEREAS, Government Code § 65858 authorizes the City Council to extend a moratorium for a period of time not to exceed 12 months after its original 45 day term and 10 months and 15 days extension upon notice and a public hearing, upon a four-fifths vote, and upon a finding that there is a current and immediate threat to the public health, safety, or welfare, and that the approval of additional subdivisions, use permits, variances, building permits, or any other applicable entitlement for use which is required in order to comply with a zoning ordinance would result in that threat to public health, safety, or welfare; and

WHEREAS, pursuant to Government Code § 65858(d), the City Council issued its 10-day report on March 8, 2017, outlining what actions have been taken in furtherance of the goals of the moratorium; and

WHEREAS, since the adoption of Interim Urgency Ordinance No. 17-1615U, an Ad Hoc Logistics Moratorium Committee was formed and met, and four subcommittees were formed and met; and

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WHEREAS, based on the concerns raised and the recommendations provided by the Ad Hoc Moratorium Committee and the subcommittees, the progress to date on completing these recommendations the need for the moratorium remains; and

WHEREAS, during the previous extension the following tasks as recommended by the Adhoc Committee have been completed:

- A. City developed interim development standards for logistics facilities
- B. City has hired a General Plan and Zoning Code consultant (DYETT & BHATIA) and initiated updating the General Plan.
- C. City has improved its processes to review development plans, building permits, and business licenses.
- D. City has applied and received grants to plant new trees.
- E. City has engaged in discussions and has been pursuing grants to find new funding sources for maintenance of roads.
- F. City has hired Kosmont Companies to assist the City to establish an EIFD for the City to fund future infrastructure.
- G. City has hired consultant (RKA and Kelly Associates) to assist the City to establish Development Impact Fees and Community Facilities Districts to pay for infrastructure and infrastructure maintenance.
- H. City has released and RFP to hire a consultant to establish Citywide Community Facilities Districts to pay for infrastructure maintenance.
- City approved approximately fifty Exemptions and Exceptions to allow continued development of logistics facilities.

WHEREAS, this Interim Urgency Ordinance was considered by the City Council at a duly noticed public hearing on March 20, 2018, at a regular meeting of the City Council.

### NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON HEREBY ORDAINS AS FOLLOWS:

### SECTION 1. AUTHORITY AND EFFECT

- A. The State Planning and Zoning Law (Cal. Gov't Code Sections 65000, et seq.) broadly empowers the City to plan for and regulate the use of land in order to provide for orderly development, the public health safety and welfare, and a balancing of property rights and the desires of the community and how its citizens envisions their city.
- B. This Interim Urgency Ordinance is enacted pursuant to the authority conferred upon the City Council of the City of Carson by Government Code Section 65858 and shall be in full force

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and effect immediately upon its adoption by a four-fifths (4/5) vote of the City Council as if, and to the same extent that, such Ordinance had been adopted pursuant to each of the individual sections set forth herein.

### SECTION 2. DEFINITIONS

The following definitions are applicable to this Interim Urgency Ordinance, unless the context clearly indicates otherwise:

- A. "Abuts a sensitive land use" means that the logistics facility has at least one point of connection to, is adjacent to, or is not buffered from, sensitive land uses.
- B. "Big box discount store" shall mean a large retail store whose physical layout resembles a large square or box when seen from above. A big-box store is typically characterized by a large amount of floor space (generally more than 50,000 square feet), a wide array of items available for sale, and its location in suburban areas. Big-box stores often typically offer lower prices because they buy products in high volume. Examples of big box discount stores include Costco, Home Depot, Lowe's, TJ Maxx, Smart & Final, etc.
- C. "Buffered from sensitive land uses" means that a buffer exists between the logistics facility and the sensitive land use that consists of (i) an arterial or collector street, (ii) a secondary highway or larger roadway, as identified in the General Plan (80-foot right of way or larger), (iii) an easement that is no fewer than 150 feet wide; (iv) the Dominguez Channel; or (iv) a commercial facility or center.
- D. "Cargo container" shall mean any container sufficiently durable for repeated use which, by virtue of its own particular design, permits the temporary storage and protection of bulk commodities, goods, and other cargo, and which may be transported in various modes without intermediate loading or unloading.
- E. "Cargo container storage" shall mean a facility, the principal use of which is for the storage or stacking of one or more cargo containers. "Cargo container storage" shall not include the presence of cargo containers at a warehouse site for the purpose of promptly loading, unloading or transloading goods or materials to or from cargo containers.
- F. "Cargo container parking" shall mean a facility for the parking of a trailer, detached from the tractor unit, on which one or more cargo containers may be loaded.
- G. "Director" means the Director of Community and Economic Development, and his/her designee.
  - H. "Establishment" means to bring into existence (a new logistics facility).
  - I. "Expansion" means:

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- 1. An increase of the total size of the floor area of any existing building area by 10% or more, or construction of any new structure on the premises of an existing facility that results in a total floor area increase of 10% or more; provided that, construction of office space for the facility shall not be considered an expansion;
- 2. Any expansion/intensification of truck yards, cargo container parking, and cargo container storage.
- J. "Facility" means a temporary or permanent use of land or use of premises, a building or structure, or part of a building or structure.
- K. "Hazardous materials facility" means all buildings, equipment, manmade or natural structures, and other stationary or movable items that are located on a single site or on contiguous or adjacent sites and that are owned or operated by the same person (or by any person that controls, is controlled by, or under common control with, such person) for:
- The handling of "state regulated substances" as listed in Table 3 of Section 2770.5 of Title 19 of the California Code of Regulations in excess of the threshold quantities established in those regulations;
- 2. The handling of any "extremely hazardous substance," as defined in Appendices A and B of Section 355.61 of Title 40 of the Code of Federal Regulations in excess of the threshold quantities established in those regulations;
- 3. The treatment, transfer, storage, resource recovery, disposal, or recycling of any amount of "hazardous waste" as defined in Sections 25117 and 25141(b) of the Health and Safety Code, and Section 40141 of the Public Resources Code, unless conducted as an incidental portion of the overall operations of the business at the facility, and as permitted or authorized by applicable regulations. Also see, Health & Safety Code § 25117.1.
- 4. Any "hazardous waste management facility" that requires a permit pursuant to Part 270 of Title 40 of the Code of Federal Regulations;
- 5. Any facility that requires a high-hazard group H occupancy (H-1, H-2, H-3, and H-4) pursuant to the County of Los Angeles Fire Code.
- "Handling" means, but is not limited to, manufacture, use, storage, processing, shipping, receiving, transportation, transfer, resource recovery, disposal, recycling, or treatment.
- 7. Notwithstanding the above, any facility described in (1) through (4) above that is exempt from, or has obtained an exemption to, the hazardous materials inventory reporting requirements in Section 25507 of the Health & Safety Code shall not be considered a hazardous materials facility. For purposes of this subsection 7., "hazardous materials" shall have the same meaning as Section 25501(n) of the Health & Safety Code.

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- L. "Industrial wholesale" means an industrial facility consisting of the exchange of large quantities of goods for future distribution and resale for financial or other considerations.
- M. "Logistics facility" means any warehouse for storage and transportation of goods, distribution facilities, logistics services such as but not limited to material handling, production, packaging, inventory, transportation, storage, warehousing, freight forwarding, deposit, storage, safekeeping, or parts thereof, industrial wholesale, self-storage, portable storage rental facility, truck terminals, hazardous materials facilities, truck yards, cargo container storage and cargo container parking, and manufacturing uses with less than 50% of floor area devoted to manufacturing, office, sales, design, repair, or assembly.
- N. "Logistics services" means services including labeling, breaking bulk, inventory control and management, light assembly, order entry and fulfillment, packaging, pick and pack, price marking and ticketing, and transportation arrangement. However, establishments in this industry group always provide warehousing or storage services in addition to any logistic services. Furthermore, the warehousing or storage of goods must be more than incidental to the performance of services, such as price marking.
- O. "Modification" means making any changes, remodeling, or alterations to an existing building or site that require permits, except for routine maintenance or alterations, as further articulated in Section 4.B.1. Modification shall also include change in tenant at an existing facility requiring a business license. A change in tenant means any new lease agreement or amendment to an existing lease agreement that extends the term of the lease.
- P. "Permit" means any City planning land use approvals, any new business license tax permit (including the transfer of a business license from one owner to another), and any building, grading, plumbing, electrical, or mechanical permit, whether the approval or issuance is discretionary or ministerial.
- Q. "Planned Industrial Area" means any industrial area, development, or complex that has been approved by virtue of a disposition and development agreement, development agreement, or a master plan, or that is subject to a Specific Plan. "Planned Industrial Area" shall also include any industrial area, development, or complex that is buffered from sensitive land uses.
- R. "Portable storage rental facility" means operations that rent individual storage containers to members of the public or businesses for the storage of a variety of items.
- S. "Self-storage facility" means facilities that rent out space to persons for the storage of personal property. Self-storage facilities shall include public storage rental facilities.
- T. "Sensitive land uses" means residences and residential facilities, parks, schools (K-12), and hospitals.
- U. "Truck" means all Federal Highway Administration (FHWA) vehicle classes including Class 5 or higher with the exception of dually trucks and Recreational Vehicles.

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- V. "Truck loading door" means a door or entrance into a logistics facility designed to allow loading and unloading of goods and materials to and from trucks excluding grade level loading doors.
- W. "Truck yard" means a principal use of land for parking or storage of trucks in active use with or without servicing or repairing of trucks as an incidental use thereto.
- X. "Truck terminal" means a principal use of land or building where there are dock facilities for trucks, either partially enclosed or unenclosed, for the purposes of transferring goods or breaking down and assembling tractor-trailer transport.
- Y. "Warehouse" means an industrial building used for the freight forwarding, deposit, storage, safekeeping, or manufacture of goods or parts thereof, regardless of whether the goods are offered for sale. Warehouses are used by manufacturers, importers, exporters, wholesalers, transport businesses, customs, etc. They are usually large buildings with loading docks to load and unload goods from trucks. Sometimes warehouses are designed for the loading and unloading of goods directly from railways, airports, or seaports.

#### SECTION 3. FINDINGS

The City Council of the City of Carson hereby finds, determines, and declares that:

- A. This Ordinance is being adopted in order to allow the City time to thoroughly review, study and revise the City's laws, rules, procedures and fees related to logistics businesses in the City of Carson.
- B. The close proximity of the City to major transportation facilities such as ports, airports, rail, and freeways make the City a desirable location for logistics businesses. Logistics businesses usually involve one or more of the following: material handling, production, packaging, inventory, transportation, storage, warehousing, freight forwarding, deposit, storage, safekeeping, and hazardous waste and/or materials, hazardous waste. In addition, truck yards and container yards are necessary to serve logistic businesses.
- C. Truck trips generated by logistics facilities have direct impacts on the community including traffic, air quality, noise, vibrations, and health impacts on the community.
- D. Truck traffic increases the maintenance costs on roads for the City. For example, a 1999 study for the City of Irwindale concluded that one loaded mining truck causes street damage equivalent to that caused by 10,000 automobiles. City of Irwindale Mining Reclamation Impact Study, prepared by Greystone, March 1999, Vol. I, p. Iii @ 2.a., and Vol. II., pp. 25-29. A loaded mining truck weighs approximately 80,000 pounds, which is comparable to the average weight of loaded 18-wheeler trucks that commonly traverse the City of Carson to and from logistics facilities. This finding was also made as early as the late 1970s in the federal Comptroller General's Report to the Congress, Excessive Truck Weight: An Expensive Burden We Can No Longer Afford. The City intends to further research this issue and determine the impacts of specific to the type of truck traffic (e.g., drayage, intermodal, long haul) on the types of roads in the City of Carson.

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- E. Road maintenance impacts from truck trips from commercial and industrial uses in Carson account for majority of road maintenance impacts throughout the City (excluding trips going through the City that are not generated from or to the City). Approximately 83.4% of all truck trips are generated by industrial uses.
- F. The City of Carson cannot afford to continue to add new facilities that cause extensive damage to the City roads and often contribute little by way of revenue to mitigate these impacts. With the elimination of redevelopment, the City faced a loss of \$30 million annually, and that loss has not been recovered from other revenue sources. The City's structural deficit for FY 18-19 is projected to be \$3.7 million. This deficit will grow by about \$1 million per year over the next 4 years due to changes at CalPERS and other factors. A preliminary estimate of the FY 22-23 structural deficit is \$10.1 million.
- G. The City's share of every dollar of property tax collected is \$0.0674. This low property tax rate is one of the reasons the City of Carson is not able to adequately budget for the maintenance of roads. As stated in Section E., above, trucks are responsible for causing the damage on our roads and increasing the maintenance costs. This is evident from the condition of the roads in Carson and the lack of appropriate maintenance of the roads today. The City commissioned a Pavement Management Program Study prepared by NCE, dated January 2017. NCE obtained an inventory of pavement conditions for the entire City's street network, to develop strategies for the City to maintain all streets, and to perform budgetary analysis to determine the funding needs, among other tasks.
- H. The report concluded that average Pavement Condition Index (PCI) rating for City's entire 46,555,211 square-foot street network is 67 (a perfect PCI rating score is 100). Sixty-seven PCI is considered "fair" condition for streets with both non-load related (weathering or raveling) and load related (alligator cracking) distress. Generally, streets with load-related distress are more expensive to repair. The report further breaks down the condition of the roads in the City as follows:

Class	PCI	Condition	
Arterial	61	Fair	
Secondary Arterial	50	Poor	
Collector	62	Fair	
Residential	75	Good	

I. The study further concluded the City currently has \$92.9 million in deferred roadway maintenance costs. With the current budget of \$1.5 million per year for the next seven years, the deferred maintenance will increase to \$145 million by FY 22/23 while the PCI rating will drop from 67 to 55 in the same time frame. The study also found that in order to maintain the same PCI rating

ORDINANCE NO. 18-1805U Page 7 of 18 of 67 for the same time frame, the City would have to increase its funding from \$1.5 million per year to \$8 million per year. In this scenario, however, the deferred maintenance only decreases from \$92.9 million to \$87.6 million. Therefore, even with a \$6.5 million increase in annual expenditures, the City's deferred maintenance issue will not be remedied. It is evident, however, that given the state of City's budget, it is impossible for the City to increase the street maintenance budget from its current levels.

- J. The City has approximately 48.2 centerline miles of roads designated as truck routes, and its annual road repair budget is \$1.5 million. As stated above, even in order to maintain the existing level of road conditions, the City has to spend \$8 million per year for the next seven years and still have a deferred maintenance budget of \$87.6 million. This significant increase has a substantial impact on the City's budget.
- K. The state has passed extensive legislation designed to reduce emissions and kick start the state's clean energy economy. Nationwide, newer model-year vehicles are becoming more fuel-efficient, saving consumers hundreds of dollars each year. At the same time, California has been promoting the sale of zero emission vehicles with generous financial incentives and other perks, such as access to the high-occupancy vehicle lane. However, meeting this goal will drive a revenue loss for transportation infrastructure of \$572 million and \$276 million in state and federal gasoline excise tax revenues, respectively. The recent passing of Senate Bill 1 will provide an estimated \$52.4 billion in transportation revenue over a ten-year period to begin to repair some of the state's failing infrastructure. However, this funding measure still falls short of the \$137 billion backlog of repairs to state highways and bridges and local streets. The City currently Road Maintenance and Rehabilitation Account includes \$1,555,555 per year which is short of the City's estimated \$9 million required to maintain its roads.
- L. An analysis needs to be done on which routes can be removed as truck routes and still ensure adequate truck circulation, while minimizing truck impacts. The new truck routes must also reduce or eliminated negative impacts on automobile and public transportation traffic. These possible mitigation measures require further study.
- M. Trucks also cause noise and vibration, which cause disturbances and potential damage to businesses and homes that are near truck route roads. The City needs to conduct the appropriate studies to identify these impacts and provide recommendations for mitigation measures. The City will review mitigation measures that include, but are not limited to, sound walls and double pane window retrofits along truck routes. In addition, proper road maintenance helps reduce vibrations caused by heavy vehicles traveling on roads adjacent to sensitive uses. City will study on how to improve road conditions adjacent to residential uses.
- N. Trucks likely affect air quality, as their emissions are many times those of passenger vehicles, and thus are also likely to have concomitant health effects. Diesel engines emit a complex mixture of air pollutants, including both gaseous and solid material. The solid material in diesel exhaust is known as diesel particulate matter (DPM). DPM is considered a subset of particulate matter less than 2.5 microns in diameter (PM2.5). Most PM2.5 derives from combustion, such as use of gasoline and diesel fuels by motor vehicles, burning of natural gas to generate electricity,

ORDINANCE NO. 18-1805U Page 8 of 18 and wood burning. DPM is most concentrated adjacent to freeways, truck routes, and roadways traveled by trucks. PM2.5 is the size of ambient particulate matter air pollution most associated with adverse health effects of the air pollutants that have ambient air quality standards. These health effects include cardiovascular and respiratory hospitalizations, and premature death.

- O. Health impacts can be reduced by employing strategies that improve air quality such as tree plantings programs, building bike lanes and trails, and assisting residents with health related issues. Other long term solutions can include adopting a clean trucks program. For example, zero emission trucks similar to those in the Catenary Drayage Truck for Zero-Emissions Goods Movement demonstration project, found here <a href="http://www.aqmd.gov/docs/default-source/Agendas/Governing-Board/2014/2014-feb7-005.pdf?sfvrsn=2">http://www.aqmd.gov/docs/default-source/Agendas/Governing-Board/2014/2014-feb7-005.pdf?sfvrsn=2</a> and <a href="http://www.aqmd.gov/docs/default-source/technology-research/clean-fuels-program-advisory-group---january-29-2015/siemens-catenary-project-update---joe-impullitti.pdf?sfvrsn=7</a>. The City may need to conduct the appropriate studies to determine whether a clean truck program would improve air quality in Carson, and consider the regional impacts of truck traffic and other contributors to pollution.
- P. In some instances logistics facilities store and transport hazardous waste and/or materials. Hazardous waste and materials facilities present potential dangers to their immediate surroundings and to the community at large; as an example, hazardous gases could be released into the atmosphere as a result of accidents, emissions that are above and beyond those caused by other logistics facilities. Hazardous waste and materials facilities must be strictly regulated and limited in numbers so as to minimize or eliminate the risk of a hazardous materials spill. The Fire Department has identified 170 facilities in Carson that handle hazardous materials.
- Q. Scientific studies have been conducted on the impacts of trucks on surface water quality, specifically copper and zinc pollution issues. Further studies may be required to assess these impairments as they relate to truck traffic on the Dominguez Channel, the Los Angeles River, and Machado Lake that impact the City. The City has adopted an Enhanced Watershed Management Plan that calls out both regional projects and green street implementation to address the impairments, which provides for a compliance schedule and at a cost to implement the program, including potential fines for the City for noncompliance.
- R. Logistics facilities are an integral part of the City of Carson, and also provide benefits to the City, such as jobs, development and impact fees, and tax revenue. Many developers and owners of logistics facilities are invested in the success of the City of Carson and have been partners with the City for decades, and are likely to want to contribute their fair share to ensure their continued success in the City. The City Council therefore finds that it is of the utmost importance to ensure that both impacts and benefits of these businesses are accurately measured and attributed to the correct source.
- S. The City is in the process of updating its General Plan and zoning code to update its goals and policies for the development of the City. While the City recognizes the value of logistics facilities, the City must balance the interests of such businesses on the one hand, and the well-being of the community, attraction of land uses that create high-paying jobs, and generating

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revenues to pay for road maintenance, and ensure that logistics facilities mitigate their fair share of fiscal impacts on the City budget. To assess the true financial impacts of logistics facilities on the City's budget, a fiscal impact report needs to be prepared.

- T. The City needs time to evaluate the potential cumulative impacts of logistics facilities, now, before any more of these businesses create further irreversible or costly negative impacts in the community. Furthermore, the City should adopt "good neighbor" standards that reduce impacts of existing or future logistics facilities, on adjacent sensitive land uses. One example is the CAL PAK development which abuts residential areas but provided appropriate site design, setbacks, separation from noise the residential areas, and reduced number of dock doors.
- U. Fifty percent of land use in City of Carson is devoted to industrial uses. Together with a vacancy rate of under 1% and the strategic location of Carson to the ports of Los Angeles and Long Beach, market forces will only intensify the logistics uses. See, e.g., Wall Street Journal, Prologis to Build First Multistory Warehouse in the U.S., Erica E. Phillips, November 1, 2016 (found here: https://www.wsj.com/articles/prologis-to-build-first-multistory-warehouse-in-the-u-s-1478019977). This intensification could take the form of a second story for logistics facilities, and would further intensify truck traffic through the City.
- V. The advancements in robotics has played a significant role in the quantity of jobs generated by the sector. Logistics facilities, therefore, do not generate jobs the way they used to in the past and may be less desirable for that reason. See, e.g., Cerasis, *The Exploding Use of Robotics in Logistics and Manufacturing*, Adam Robinson, July 6, 2015 (found here: http://cerasis.com/2015/07/06/robotics-in-logistics/). The City needs to accurately assess the current benefits or impacts on the job market of logistics facilities.
  - W. The General Plan's Land Use Element contains the following policies:
    - LU-6.8 Manage truck-intensive uses.
- 2. LU-7.2 Locate truck intensive uses in areas where the location and circulation pattern will provide minimal impacts on residential and commercial uses.
  - X. The General Plan's Transportation Element contains the following policies:
- TI-1.2 Devise strategies to protect residential neighborhoods from truck traffic.
- 2. TI-1.3 Ensure that the City's designated truck routes provide efficient access to and from the I-405, I-110 and Route-91 Freeways, as well as the Alameda Corridor.
- TI-1.5 Require that all new construction or reconstruction of streets or corridors that are designated as truck routes, accommodate projected truck volumes and weights.
  - Y. The General Plan's Noise Element contains the following policies:

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- N-2.1 Limit truck traffic to specific routes and designated hours of travel, where necessary
- N-2.2 Examine the feasibility of implementing sound attenuation measures along the City's arterial streets, particularly along designated truck routes.
- Z. It is anticipated that these policies will be included in the General Plan update, and will likely be strengthened and broadened. The City therefore needs to conduct the appropriate studies to ensure that current and future logistics facilities regulations are consistent with the relevant General Plan policies and will also be consistent with the General Plan update.
- AA. An extension of the moratorium is necessary to allow the City additional time to implement the recommendations from the Ad-Hoc Committee and progress on the update of the General Plan and zoning code.

#### SECTION 4. MORATORIUM

- A. Moratorium: During the effective period of this Ordinance, no application for permit will be accepted, no consideration of any application for permit will be made, and no permit will be issued by the City for the establishment, expansion, or modification of any logistics facilities within the City (unless subject to an Exemption or Exception as provided below) until this Ordinance has expired or has been repealed according to applicable law. Further, all processing of existing applications for permits for the establishment, expansion, or modification of logistics facilities shall be suspended immediately.
  - B. <u>Exemptions</u>: the Ordinance shall not apply to the following:
- 1. The annual renewal of an existing business license, any permits necessary for minor changes, remodeling, or alterations consisting of cosmetic upgrades, routine maintenance of the buildings or sites, or repair, replacement or enhancement of damaged or outdated building components or areas. or any permits necessary for repairs required due to an emergency or to protect the public health, safety, and welfare shall not be considered issuance of a permit.
- Tenant improvements for current tenants within an existing building, provided the tenant improvements would not otherwise be considered an expansion or modification of the facility.
  - 3. Any logistics facility with a vested property right.
- 4. Any logistics facility with 5 or fewer truck loading doors. This exemption does not apply to hazardous materials facilities, truck yards, or container storage facilities, or to a facility that abuts a sensitive use.
- 5. Any new or renewed lease agreement, provided that the term does not exceed 7 years. This exemption does not apply to hazardous materials facilities, truck yards, or container storage facilities, or to a facility that abuts a sensitive use.

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- 6. Any new or renewed lease agreement for a logistics facility located within a Planned Industrial Area. This exemption does not apply to hazardous materials facilities, truck yards, or container storage facilities.
  - 7. Big box stores.

#### SECTION 5. REVIEW AND STUDY

During the period of this Ordinance, the Director shall review and study the adverse impacts of and the benefits provided by, logistics facilities in the City, so as to quantify the concerns described in Section 3, above, and shall recommend proposed revisions to the City's laws, rules, procedures, and fees related to these facilities, so as to enable the City to adequately and appropriately balance the rights of existing property owners and future applicants who wish to establish, expand, or modify logistics facilities, with the preservation of the health, safety and welfare of the communities. The following tasks need to be completed during the extension period:

A. "Quick Fixes" to the zoning code.

Instead of zoning code update, applied standards to adequately buffer residential uses from new projects. However, additional time is needed to adopt standards through update of the General Plan and Zoning Code.

B. General Plan and Zoning Code update.

The General Plan update is underway and usually is not completed in one year. Therefore, additional time is needed to complete this process and start the zoning code update.

C. Improvements to City processes and inter departmental coordination.

City staff is continually improving City processes and inter departmental coordination. However, additional time is needed to update the processes, for staff training, and implementation of the Citywide software to allow departments to communicate and complete tasks more efficiently.

D. Consider planting trees on streets and between industrial and residential areas to improve air quality and aesthetics.

This has been implemented for projects that have received approval. City has applied for grant and has received approval; however, additional time is needed to adopt new standards, plant the trees, and apply for more grants.

E. Consider keeping roads well maintained as it is the best way to reduce vibrations.

City continues its best efforts to keep City's streets maintained. Even though new funding sources have been explored, no new sources have been identified that

ORDINANCE NO. 18-1805U Page 12 of 18 would provide the funding the City needs. Therefore, City needs additional time to secure funding sources for this purpose.

F. Adopt new policies regarding fines and penalties for code violations.

This task has not been completed. Additional time is needed.

G. Examining truck routes for possible changes and reviewing truck routes for potential impacts to residential areas such as noise.

Truck routes will be examined through the update of the General Plan. Additional time is needed.

H. Gain a better understanding of land use economics and the City's budget.

Staff has been meeting with several property owners or potential developers. Through these meetings staff has gained a better understanding of the relationship between development and City budget. However, this is a very complex issue and staff needs time to obtain proper training to complete this task.

 Work with the L.A. County Sheriff on commercial truck enforcement options and funding for enforcement training.

Staff has met with the Sherriff to understand the demand for this task. Additional time is needed to secure funding and training.

J. Set-up a compliant hotline for violations.

This task has not been completed. Additional time is needed to complete this task.

K. Keep the lines of communication open between the industry, City, and Sheriff.

This task is ongoing.

 Develop a better understanding of available financing tools such as DIF, CFD, PBID, and BID to address issues identified by the Committee.

Staff has initiated the ground work to move forward with adoption of DIF, CFD, and EIFD to create more funding opportunities for the City to provide necessary infrastructure and services for existing and future needs of the City. However, additional time is necessary to complete these tasks and adopt the DIF, establish EIFD, and establish the Citywide CFD.

M. Engage professionals as deemed necessary to accomplish the above.

This is an ongoing task to accomplish the tasks that remain.

ORDINANCE NO. 18-1805U Page 13 of 18

#### SECTION 6. EXCEPTIONS

- A. The City Council may, but is not required to, allow exceptions to the application of this Ordinance if based on substantial evidence presented in writing to the City Council at a Council meeting held as soon as possible, but in no event more than 90 days after the Director's receipt of that evidence, the City Council determines any or a combination of the following:
- The City's approval of an application for a permit to establish, expand, or modify a logistics facility within the City's jurisdiction will not have a material negative impact upon the public health, safety, and welfare.
- Application of the Ordinance would impose an undue financial hardship on a property or business owner.
- Land controlled by the City or by any of its agencies and authorities including, transactions approved by the Department of Finance.
- 4. The developer or tenant agrees to form or to participate in a Community Financing District (CFD) to pay for ongoing City services, including but not limited to, road maintenance, landscape maintenance, lighting, public safety, storm water management, etc., to the satisfaction of the City Council
- 5. The developer or tenant enters into an agreement that guarantees the City the same financial assurances offered by a CFD.
- 6. The fiscal impact analysis for the business shows that the business will not, after taking into consideration all fiscal and employment benefits to the City and its residents, have material adverse negative fiscal impacts on the City.
- The logistics facility will not generate additional materially adverse truck traffic impacts in excess of those generated by the use of the property as of the effective date of this Ordinance.
  - 8. The facility enters into a development impact fees agreement with the City.
  - 9. The use is permitted or conditionally permitted in the zone;
- 10. The use is consistent with the purposes of this Ordinance and the General Plan;
- 11. The use will not be in conflict with any contemplated general plan, specific plan, or zoning code update that the City Council is considering or studying or intends to study;
- The use is not and will not become a hazardous materials facility, a truck yard, or a container storage facility;

ORDINANCE NO. 18-1805U Page 14 of 18

- 13. The use will not abut a sensitive land use, or the impacts on an abutting sensitive land use can be adequately mitigated with reasonable conditions;
  - 14. The use will not constitute a threat to the public health, safety, and welfare.
- B. If the City Council determines to allow an exception pursuant to this section, then such applications and/or permits may be filed and processed in accordance with the City's then current regulations and authority, subject to the California Environmental Quality Act ("CEQA"), CEQA Guidelines, and any other applicable laws, ordinances, and regulations.

#### SECTION 7. URGENCY MEASURE

It is hereby declared this Ordinance is necessary as an urgency measure for the preservation of the public health, safety, and welfare. The City Council finds that the current zoning regulations and land use plans relating to logistics businesses do not adequately protect the peace, health, safety and general welfare of the residents of the City or in communities around the City. The City Council finds the urgency measure is necessary in order to ensure adequate regulation of logistics businesses, which regulations will serve to adequately and appropriately balance the rights of existing property owners and future applicants who wish to propose new logistics businesses in the City, with the preservation of the public health, safety, and welfare of the surrounding communities. The facts constituting the urgency are:

- A. Establishment, expansion, or modification of logistics businesses may create immediate irreversible and costly adverse impacts in the community; to wit, road damage, noise, vibration, and pollution. The City's limited budget does not cover the cost of mitigating such impacts. The impacts are already dire for the City, and would worsen and become less manageable with every new logistics facility that begins or expands its operation in the City of Carson. The City cannot afford to continue to impose such impacts onto its budget and onto its citizens and cannot allow these impacts to accumulate any further while the General Plan and zoning code are updated.
- B. It is now essential to determine the development capacity of the zoning districts in the City where such businesses are currently permitted, in light of the capabilities of those districts' infrastructure and public services.
- C. Through analysis of the impacts currently imposed by the current amount of truck traffic generated by logistics facilities, traffic studies to determine ways in which to minimize truck traffic impacts, analysis of appropriate measures to regulate hazardous materials within the City, and measures that the City can take to mitigate or prevent impacts from logistics facilities altogether.
- D. Absent the adoption of this Ordinance, the establishment, expansion, or modification of logistics businesses could result in the negative and harmful secondary effects identified above.

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- E. As a result of the negative and harmful secondary effects associated with the establishment, expansion, or modification of logistics businesses, the current and immediate threat these businesses pose to the public health, safety, and welfare, and the potential zoning conflicts that would be created by such development, it is necessary to the moratorium for 12 months on the establishment, expansion, or modification of logistics businesses in the City.
- F. An extension of the moratorium is necessary in order to protect the City and its residents, businesses and visitors from the potential health and safety impacts of logistics businesses, including air quality, noise, traffic, parking, and other impacts, and to preserve the quality of life and protect the health, safety, and welfare of the surrounding communities.
- G. An extension of the moratorium is immediately required to preserve the public health, safety, and welfare and should be adopted immediately as an urgency ordinance, to make certain that permits for logistics businesses are issued only under adequate regulations and consistent with the City's future goals for development and expansion. Imposition of a moratorium will allow the City sufficient time to conclude the preparation of comprehensive studies and plans for the regulation of such activities. The absence of this Ordinance would allow the proliferation of such businesses and their undesirable secondary impacts, and create a serious threat to the orderly and effective implementation of any amendments to the General Plan and the Zoning Code, as well as the vision for the City going forward, contemplated by the City Council.
- H. An extension of the moratorium is necessary to allow the City additional time to implement the recommendations from the Ad-Hoc Committee and progress on the update of the General Plan and zoning code.

#### SECTION 8. SEVERABILITY

The City Council hereby declares, if any provision, section, subsection, paragraph, sentence, phrase or word of this ordinance is rendered or declared invalid or unconstitutional by any final action in a court of competent jurisdiction or by reason of any preemptive legislation, then the City Council would have independently adopted the remaining provisions, sections, subsections, paragraphs, sentences, phrases or words of this ordinance and as such they shall remain in full force and effect.

### SECTION 9. CEQA COMPLIANCE

Pursuant to Section 15001 of the California Environmental Quality Act ("CEQA") Guidelines, this interim urgency ordinance is exempt from CEQA based on the following:

- (a) This ordinance is not a project within the meaning of CEQA Section 15378 because it has no potential for resulting in physical change to the environment, either directly or indirectly.
- (b) This ordinance is also exempt pursuant to CEQA Section 15061(b)(3) since the proposed ordinance involves an interim urgency ordinance extending a temporary moratorium on new development in six planning study areas and does not have the potential to significantly impact the environment for 12 months.

ORDINANCE NO. 18-1805U Page 16 of 18

### SECTION 10. PUBLICATION

The City Clerk shall certify as to the passage and adoption of this Interim Urgency Ordinance and shall cause the same to be published in a manner prescribed by law.

### SECTION 11. EFFECTIVENESS OF ORDINANCE.

This Ordinance shall take effect immediately, pursuant to the authority conferred upon the City Council by Government Code Section 36937. This Ordinance shall be of no further force and effect 12 months following the date of its adoption.

PASSED, APPROVED and ADOPTED as an URGENCY ORDINANCE this 20<sup>th</sup> day of March, 2018.

APPROVED AS TO FORM:

CITY OF CARSON:

Supriy K. Soltani, City Attorney

Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana, MMC, City Clerk

an

STATE OF CALIFORNIA	)
COUNTY OF LOS ANGELES	) 55
CITY OF CARSON	)

I, Donesia Gause-Aldana, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing ordinance, being Ordinance 18-1805U, adopted by the Carson City Council at its meeting held on the 20<sup>th</sup> day of March, 2018, by the following roll call vote:

AYES:

COUNCIL MEMBERS: ROBLES, HILTON, SANTARINA, HICKS, DAVIS-HOLMES

NOES:

COUNCIL MEMBERS: NONE

ABSTAIN:

COUNCIL MEMBERS: NONE

ABSENT:

COUNCIL MEMBERS: NONE

Donesia Gause-Aldana, MMC, City Clerk

ORDINANCE NO. 18-1805U Page 18 of 18

# Planning Area 1

Planning Area 1 is 164 gross acres and serves as a major gateway into the City from I-110 and Del Amo Boulevard. There is very limited vacant land in the planning area, and the land that is vacant is environmentally constrained. Key existing uses in Planning Area 1 include Waste Management, Pepsi Bottling Group, a nursery/composting facility, and Carson Town Center, a commercial center anchored by K-Mart. Carson Town Center, which is entitled through a Specific Plan, also includes a light industrial/logistics component located outside of the Planning Area's southern boundary. A specific plan is underway in West Carson (west of I-110) to allow for new development at densities up to 70 du/ac and floor-area-ratio of up to 1.5.



# Proposed Vision 1A: Regional Commercial, 25 net acres

With high visibility and easy access to I-405 and I-110, Subarea 1A is well-suited to transition to regional commercial uses, including hospitality uses, that support Carson's major destinations such as the Porsche Driving Experience and future major retail center. High-end dining options could also exist here to supplement the more casual offerings currently found throughout the City.

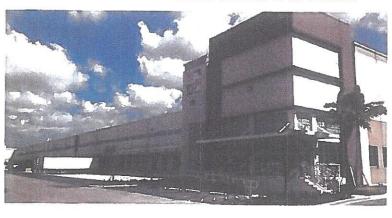
A Specific Plan is the preferred implementation tool to create a well-integrated site plan and to facilitate a transition in land use for this area. Allowing for regional commercial uses necessitates a change in zoning (current zone is Heavy Manufacturing).





# Proposed Vision 1B and 1C: Logistics Hub, 115 net acres

The majority of sites in Subareas 1B and 1C were either former industrial or household waste landfills or contaminated by former onsite uses, such as petroleum companies, and continue to be environmentally constrained. However, proximity to the freeway and relatively large parcel sizes continue to attract developer interest. Logistic businesses are an appropriate future use here; freeway access points feed directly into and out of the area, reducing the impact of truck travel on the City's residential neighborhoods. Auto- and truck-related uses should continue to be allowed.



### 1A Current Zoning:

Manufacturing, Heavy

### 1A Implementation Tool:

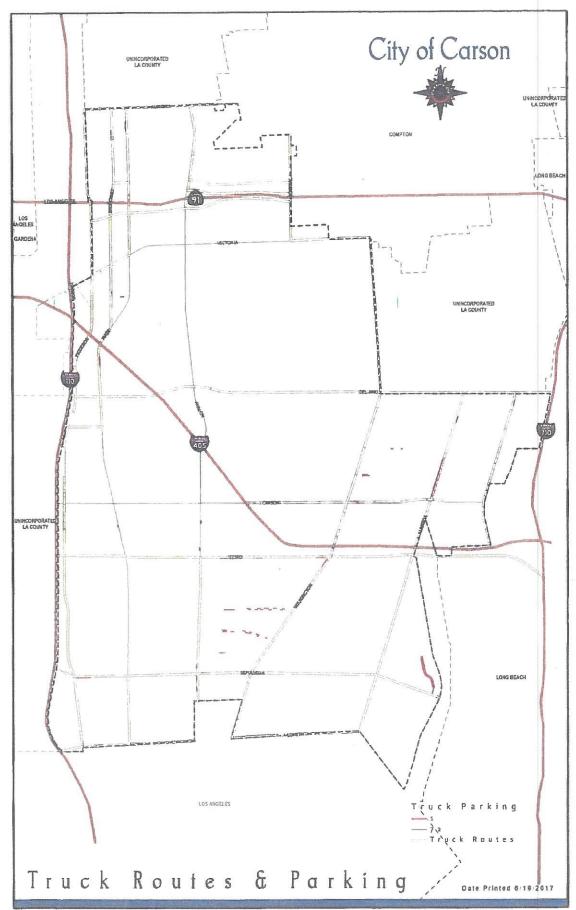
Specific Plan with tailored regulations and design guidelines to accommodate moderate to high-end restaurants, hospitality, and other services.

### 1B and 1C: Current Zoning:

Manufacturing, Light Specific Plan-4

### 1B and 1C: Implementation Tool:

Development Code update focusing on signage, allowable uses, intensities, updated landscaping, and design requirements. Potential Specific Plan(s) to allow for a mix of uses, including residential and commercial, within the same project area.



Item No. 28. 2018-571

CONSIDER PROVIDING DIRECTION ON AN EXCEPTION TO THE APPLICATION OF INTERIM URGENCY ORDINANCE NO. 18-1805U TO ALLOW FILING AND PROCESSING OF PLANS AND PERMITS NECESSARY TO OPERATE A LOGISTICS FACILITY AS A TRUCK TERMINAL WITH A 53,000 SQUARE-FOOT BUILDING AND 475 TRUCK/CARGO CONTAINER PARKING/STORAGE SPACES FOR A 10 YEAR PERIOD ON A 14.3 ACRE SITE LOCATED AT 20601 S. MAIN STREET(CITY COUNCIL)

Item No. 28 was heard after Item No. 27.

Director Naaseh provided a brief staff report.

Mayor/Agency Chairman/Authority Chairman Robles inquired if this exception be allowed and reviewed by the Planning Commission and the project owner comes back with a project that significantly improves the appearance of the 14 acre site from Main Street.

Felipe Segovia, representing KL Fenix, property owner for parcel

Stated he was in complete agreement with the City and should the City grant exception requesting temporary use for seven years plus a three year option as stated in their letter. They would also agree with the 10 year use as stated in the staff report. He confirmed that from their site no trucks will be allowed to exit onto Main Street and discussed the truck route.

Mayor/Agency Chairman/Authority Chairman Robles requested to see part of the project as reviewed by the Planning Commission and if they could consider a penalty not only significantly discouraging trucks to not travel on Main Street from their site as an added protection. Felipe Segovia responded in the affirmative.

(Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Hilton exited the meeting.)

Mayor/Agency Chairman/Authority Chairman Robles requested the owner to incorporate in their landscape improvement an artistic "Welcome to Carson" sign. Felipe Segovia responded in the affirmative.

Council Member/Agency Member/Authority Board Member Santarina inquired if trucks crossing Figueroa Street would be an issue.

(Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Hilton reentered the meeting.)

Felipe Segovia stated their traffic consultant/traffic engineer provided the ingress and egress from the site and fortunately there is a signal at the offramp and onramp to the 110 freeway. The traffic signal would provide safety measure which is coordinated with the traffic signal at Torrance Boulevard and Figueroa Street.

City Council/Housing Authority/Successor Agency Regular Meeting – 5:00 P.M. August 7, 2018 PAGE 27 (Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Hilton exited the meeting.)

Council Member/Agency Member/Authority Board Member Santarina inquired about the revenue stream base on truck trips. Felipe Segovia discussed the truck trips and stated he could provide the figures but would be based from the recommendation from staff that is imposed.

(Mayor Pro Tem/Agency Vice Chairman/Authority Vice Chairman Hilton reentered the meeting.)

Council Member/Agency Member/Authority Board Member Hicks inquired if their facility is a truck terminal, truck yard or docking terminal.

(Mayor/Agency Chairman/Authority Chairman Robles exited the meeting.)

Felipe Segovia stated their facility is a truck terminal which includes cargo containers and no stacking.

Council Member/Agency Member/Authority Board Member Hicks inquired if an assessment was done based upon the roads and equipped to handle the load of the weight of the containers since zoned for manufacturing light zoning or mixed use business part.

Director Naaseh stated there was no assessment but would look into if project moves forward.

Council Member/Agency Member/Authority Board Member Hicks expressed concern with erosion of the streets and what will be the expansion capacity of the site.

Felipe Segovia stated the limit is 475 cargo containers and the maximum truck trips daily is three trips a day.

Council Member/Agency Member/Authority Board Member Hicks inquired about the hours of operation. Felipe Segovia stated from 6:00 A.M. to 1:00 A.M.

Council Member/Agency Member/Authority Board Member Hicks expressed concern with increase of truck traffic. Felipe Segovia stated trucks were modern, clean and green friendly and there will be no trucks on Main Street from site.

Council Member/Agency Member/Authority Board Member Davis-Holmes inquired what was being hauled. Felipe Segovia stated a variety of goods and products.

Council Member/Agency Member/Authority Board Member Davis-Holmes expressed concern with risks, noise, not consistent with the general plan and she could not support what affects the quality of life of the residents.

City Council/Housing Authority/Successor Agency Regular Meeting - 5:00 P.M. August 7, 2018 PAGE 28 Felipe Segovia stated there will be no trucks traveling on residential streets. Trucks will egress and ingress on to the parcel off the 110 freeway crossing Figueroa Street.

Speaker, owner of property

Stated he supports the development the city and cares for the residents. Trucks will be fined \$1,000 if they enter Main Street.

Recommendation:

PROVIDE DIRECTION ON "AN EXCEPTION TO THE APPLICATION OF INTERIM URGENCY ORDINANCE NO. 18-1805U TO ALLOW FILING AND PROCESSING OF PLANS AND PERMITS NECESSARY TO OPERATE FOR LOGISTICS FACILITY AS A TRUCK TERMINAL WITH A SQUARE-FOOT BUILDING AND 475 TRUCK/CARGO CONTAINER PARKING/STORAGE SPACES FOR A 10-YEAR PERIOD ON A 14.3 ACRE SITE LOCATED AT 20601 S. MAIN STREET"

ACTION: It was moved to approve staff recommendation on motion of Santarina.

During discussion of the motion, City/Agency/Authority Attorney Soltani noted could only issue exception through resolution and staff did not attach the resolution to the item.

Director Naaseh noted the way the moratorium is written staff could not make findings for approval of the exception because the project is not consistent with the general plan and not consistent with the anticipated general plan.

Mayor/Agency Chairman/Authority Chairman Robles offered a friendly amendment to the motion to direct staff to prepare a resolution, come back to Council for the exception to the project then forward to the Planning Commission for their consideration to determine if approve or not and accepted by Santarina and carried by the following vote:

Ayes:

Mayor/Agency Chairman/Authority Chairman Robles, Mayor Tem/Agency Vice Chairman/Authority Vice Chairman Hilton, and Council

Member/Agency Member/Authority Board Member Santarina

Noes:

Council Member/Agency Member/Authority Board Member Davis-Holmes

and Council Member/Agency Member/Authority Board Member Hicks

Abstain:

None

Absent:

None

Item No. 29. 2018-573

CONSIDER PROVIDING DIRECTION ON AN EXCEPTION TO THE APPLICATION OF INTERIM URGENCY ORDINANCE NO. 18-1805U AND TO ALLOW FILING AND PROCESSING OF PLANS AND PERMITS NECESSARY TO OPERATE A 132 SPACE TRUCK AND CONTAINER YARD FOR 10 YEARS ON A 5.5 ACRE SITE LOCATED AT 2315 E. DOMINGUEZ STREET (CITY COUNCIL)

> City Council/Housing Authority/Successor Agency Regular Meeting - 5:00 P.M. August 7, 2018 PAGE 29

4.AUTHORIZE the Mayor to execute the Swayzer Amendment, following approval as to form by the City Attorney, and REQUIRE that each optional extension be presented to the City Council for approval.

ACTION:

Mayor/Agency Chairman/Authority Chairman Robles continued the item with no objections heard.

Item No. 18. 2018-606

CONSIDER RESOLUTION 18-113 APPROVING **EXCEPTION TO THE APPLICATION OF INTERIM URGENCY** ORDINANCE NO. 18-1805U TO ALLOW FILING PROCESSING OF PLANS AND PERMITS NECESSARY TO OPERATE A LOGISTICS FACILITY AS A TRUCK TERMINAL WITH A 53,000 SQUARE-FOOT BUILDING AND TRUCK/CARGO CONTAINER PARKING/STORAGE SPACES FOR A 7 YEAR PERIOD WITH AN OPTION TO EXTEND FOR THREE ADDITIONAL YEARS ON A 14.3 ACRE SITE LOCATED AT 20601 S. MAIN STREET (CITY COUNCIL)

Item No. 18 was heard after approval of the Consent Calendar.

Council Member/Agency Member/Authority Board Member Davis-Holmes requested a community meeting be held to address the concerns of the residents in the area before the item is heard by City Council.

Mayor/Agency Chairman/Authority Chairman Robles noted the project is not in a residential area and business operations are not 24 hours.

In addition, she requested to revisit the fifty (50) cents per truck trip and requested a staff report.

Director Naaseh noted during the planning process one of the requirements is to host community meetings. A study will take place regarding the fifty cents per truck trip to determine fees for certain projects which will be presented to Council before the end of the year. He stated the resolution includes limitation on hours of operation for office hours and truck hours.

Council Member/Agency Member/Authority Board Member Davis-Holmes noted the truck operation hours, Monday through Friday from 6:00 A.M. to 1:00 A.M., Saturdays from 8:00 A.M. to 5:00 P.M., and closed on Sunday.

Director Naaseh noted the amended resolution with minor revisions was provided to the City Clerk. She received a letter in opposition to the project.

Recommendation:

WAIVE FURTHER READING AND ADOPT RESOLUTION NO. 18-113, "APPROVING AN EXCEPTION TO THE APPLICATION OF INTERIM URGENCY ORDINANCE NO. 18-1805U TO ALLOW FILING AND PROCESSING OF PLANS AND PERMITS NECESSARY TO OPERATE FOR LOGISTICS FACILITY AS A

City Council/Housing Authority/Successor Agency Regular Meeting - 5:00 P.M. August 21, 2018 PAGE 9 TRUCK TERMINAL WITH A 53,000 SQUARE-FOOT BUILDING AND 475 TRUCK/CARGO CONTAINER PARKING/STORAGE SPACES FOR A 7-YEAR PERIOD WITH AN OPTION TO EXTEND FOR THREE ADDITIONAL YEARS ON A 14.3 ACRE SITE LOCATED AT 20601 S. MAIN STREET"

It was moved to waive further reading and adopt Resolution No. 18-113, as amended and as read by title only, on motion of Robles, seconded by Santarina and carried by the following vote:

Aves:

Mayor/Agency Chairman/Authority Chairman Robles, Mayor Tem/Agency Vice Chairman/Authority Vice Chairman Hilton, Council

Member/Agency Member/Authority Board Member Santarina

Noes:

Council Member/Agency Member/Authority Board Member Davis-Holmes

and Council Member/Agency Member/Authority Board Member Hicks

Abstain: Absent:

None None

Item No. 19. 2018-620

CONSIDER RESOLUTION 18-116 **APPROVING EXCEPTION TO THE APPLICATION OF INTERIM URGENCY** ORDINANCE NO. 18-1805U AND TO ALLOW FILING AND PROCESSING OF PLANS AND PERMITS NECESSARY TO OPERATE A 132 SPACE TRUCK AND CONTAINER YARD FOR 10 YEARS ON A 5.5 ACRE SITE LOCATED AT 2315 E. DOMINGUEZ STREET (CITY COUNCIL)

Recommendation:

WAIVE FURTHER READING AND ADOPT RESOLUTION NO. 18-116, "APPROVING AN EXCEPTION TO THE APPLICATION OF INTERIM URGENCY ORDINANCE NO. 18-1805U AND TO ALLOW FILING AND PROCESSING OF PLANS AND PERMITS NECESSARY TO OPERATE A 132 SPACE TRUCK AND CONTAINER YARD FOR 10 YEARS ON A 5.5 ACRE SITE LOCATED AT 2315 E. DOMINGUEZ STREET"

ACTION:

Item No. 19 was approved on the Consent Calendar.

Item No. 20. 2018-621

CONSIDER RESOLUTION 18-117 **APPROVING** EXCEPTION TO THE APPLICATION OF INTERIM URGENCY ORDINANCE NO. 18-1805U AND TO ALLOW FILING AND PROCESSING OF PLANS AND PERMITS NECESSARY TO OPERATE A 800 SPACE TRUCK AND CONTAINER YARD ON A 20 ACRE SITE LOCATED AT 2149 E. SEPULVEDA **BOULEVARD (CITY COUNCIL)** 

Recommendation:

WAIVE FURTHER READING AND ADOPT RESOLUTION NO. 18-117, "APPROVING AN EXCEPTION TO THE APPLICATION OF INTERIM URGENCY ORDINANCE NO. 18-1805U AND TO ALLOW FILING AND PROCESSING OF PLANS AND PERMITS NECESSARY TO OPERATE A 800 SPACE TRUCK AND

City Council/Housing Authority/Successor Agency Regular Meeting - 5:00 P.M. August 21, 2018

PAGE 10

#### **RESOLUTION NO. 18-113**

APPROVING AN EXCEPTION TO THE APPLICATION OF INTERIM URGENCY ORDINANCE NO AND 18-1805U TO ALLOW FILING AND PROCESSING OF PLANS AND PERMITS NECESSARY TO OPERATE A LOGISTICS FACILITY AS A TRUCK TERMINAL WITH A 53,000 SQUARE-FOOT BUILDING AND 475 TRUCK/CARGO CONTAINER PARKING/STORAGE SPACES FOR A 7 YEAR PERIOD WITH AN OPTION TO EXTEND FOR THREE ADDITIONAL YEARS ON A 14.3 ACRE SITE LOCATED AT 20601 S. MAIN STREET

WHEREAS, on March 21, 2017, the City Council of the City of Carson adopted Interim Urgency Ordinance No. 17-1615U by a 5-0 vote, pursuant its authority under Government Code Section 65858; and

WHEREAS, Interim Urgency Ordinance No. 17-1615U enacted a 45-day moratorium on the establishment, expansion, or modification of truck yards, logistics facilities, hazardous materials and hazardous waste facilities, container storage, and container parking (collectively, "Logistics Facilities") in the City of Carson; and

WHEREAS, on May 2, 2017, the City Council adopted Interim Urgency Ordinance No. 17-1618U by a 5-0 vote, pursuant to its authority under Government Code Section 65858; and

WHEREAS, Interim Urgency Ordinance No. 17-1618U enacted a 10-month and 15-day extension of the moratorium on the establishment, expansion, or modification of Logistics Facilities (the "Ordinance"); and

WHEREAS, on March 20, 2018, the City Council adopted Interim Urgency Ordinance No. 18-1805U by a 5-0 vote, pursuant to its authority under Government Code Section 65858; and

WHEREAS, Interim Urgency Ordinance No. 18-1805U enacted a 12-month extension of the moratorium on the establishment, expansion, or modification of Logistics Facilities (the "Ordinance"); and

WHEREAS, during the effective period of the Ordinance, no application for permit is being accepted, no consideration of any application for permit is being made, and no permit is being issued by the City for the establishment, expansion, or modification of Logistics Facilities; and

WHEREAS, the City Council may, but is not required to, allow exceptions to the application of the Ordinance if, based on substantial evidence presented, it determines any or a combination of the following:

- The City's approval of an application for a permit to establish, expand, or modify a Logistics Facility within the City's jurisdiction will not have a material negative impact upon the public health, safety, and welfare.
- Application of the Ordinance would impose an undue financial hardship on a property or business owner;
- Land controlled by the City or by any of its agencies and authorities including, transactions approved by the Department of Finance;

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Attachment 4 173

- 4. The developer or tenant agrees to form or to participate in a Community Financing District (CFD) to pay for ongoing City services, including but not limited to, road maintenance, landscape maintenance, lighting, public safety, storm water management, etc., to the satisfaction of the City Council;
- The developer or tenant enters into an agreement that guarantees the City the same financial assurances offered by a CFD;
- 6. The fiscal impact analysis for the business shows that the business will not, after taking into consideration all fiscal and employment benefits to the City and its residents, have material adverse negative fiscal impacts on the City;
- 7. The Logistics Facility will not generate additional materially adverse truck traffic impacts in excess of those generated by the use of the property as of the effective date of this Ordinance;
- 8. The facility enters into a development impact fees agreement with the City:
- 9. The use is permitted or conditionally permitted in the zone;
- The use is consistent with the purposes of this Ordinance and the General Plan;
- The use will not be in conflict with any contemplated general plan, specific plan, or zoning code update that the City Council is considering or studying or intends to study;
- The use is not and will not become a hazardous materials facility, a truck yard, or a container storage facility;
- The use will not abut a sensitive land use, or the impacts on an abutting sensitive land use can be adequately mitigated with reasonable conditions;
- 14. The use will not constitute a threat to the public health, safety, and welfare.

WHEREAS, on June 6, 2018 and July 24, 2018, Mr. Felipe Segovia with KL Fenix Corporation filed a request to make an exception to Interim Urgency Ordinance No. 18-1805U to allow filing and processing of all applicable entitlement applications necessary to process a logistics facility as a truck terminal with a 53,000 square-foot building and 488 truck/cargo container parking/storage spaces for a 10-year period (7 years with a 3-year extension) on a 14.3 acre site located at 20601 S. Main Street; and

WHEREAS, the applicant has agreed to incorporate the following into the project design and operations. If the applicant fails to comply with these requirements, the Exception is null and avoid:

### Project Details Proposed by the Applicant

- The warehouse floor area shall be a maximum of 39,500 square feet; the 2-story office floor area shall not exceed 14,050 square feet for a total building floor area of 53,550 square feet;
- No truck access shall be provided to and from Main Street (passenger vehicle access only);

RESOLUTION NO. 18-113 Page 2 of 11

- Torrance Boulevard and Main Street shall not be used by project trucks;
- Minimum 25' landscaped setback on Main Street shall be provided;
- Minimum 20' landscaped setback on Figueroa Street shall be provided.
- The landscaped setback along southerly property line shall be 5'.
- Architecture with large areas of glass along the streets and areas visible from streets shall be provided to give an appearance of an office building;
- Minimum 50' building setback shall be provided along the southern property line;
- Maximum of 6 truck loading doors for the building plus 9 open dock loading areas shall be allowed;
- Minimum 140' setback shall be provided from truck loading areas to the south property line;
- Minimum 8' high solid wall shall be constructed along Main Street, Figueroa Street, southern, and the northern property line;
- The use shall be permitted for seven years from the date of issuance of the Certificate of Occupancy or final permit.
- The applicant shall be entitled to apply for one three year extension to be approved by the Planning Commission;
- At the end of 7 years (10 years if the extension is granted) the applicant shall make the
  project including all structures, architecture, setbacks, landscaped area, FAR, uses,
  consistent with the City's 2040 General Plan, Zoning designations, and surrounding
  areas at the time of the expiration of permits;
- Ensure compliance of the project with the surrounding area and uses.
- If Planning Commission determines at the end of the 10 year period the project is consistent with Carson 2040 General Plan, Zoning Ordinance, and surrounding uses, additional extension can be provided to the project.

# Enhancements Requested by the City Council on August 7, 2018

- Hours of operation shall be limited to:
  - o Office Uses
    - M-F 8:00 AM to 6:00 PM;
    - Saturdays 8:00 AM to 5:00 PM;
    - Sundays Closed
  - o Truck Operations
    - M-F 6:00 AM to 1:00 AM;
    - Saturdays 8:00 AM to 5:00 PM;
    - Sundays Closed
- City shall have access to all truck GPSes at all times to ensure trucks do not travel in Torrance Boulevard and Main Street;

RESOLUTION NO. 18-113 Page 3 of 11  If approved by the City Attorney, Staff and the City Attorney shall draft language that may levy fines of up to \$1,000 per occurrence if trucks originating or going to the site use Main Street or Torrance Boulevard;

### Requirements by Ordinance No. 18-1805U

- The applicant shall pay a minimum of \$2.00 per square foot Development Impact Fee.
- Development Impact Fees (DIF): The Applicant shall pay the one-time Interim Development Impact Fee (IDIF) as determined by the City. City is currently conducting a study to adopt DIF to pay for impacts of new projects to City's infrastructure. We anticipate this new DIF to be adopted by end of the year. If the City's DIF is adopted by the time your application is deemed complete, we would impose the newly adopted DIF which maybe higher than the \$2.00 per square foot. However, if the DIF is not adopted by the time your application is deemed complete, we would impose the\$2.00 per square foot DIF. In either scenario, the minimum amount of DIF paid by the project shall not be less than \$2.00 per square foot. The Applicant will be required to enter into an IDIF Agreement with the City. It should be noted DIF is a one-time fee imposed on projects and is based on gross floor area of the building.
- Community Facilities District (CFD): The Applicant shall form, fund, and participate in a Community Facilities District (CFD) to pay for on-going costs associated with their project relating to law enforcement, street maintenance, landscape maintenance, street sweeping, and all other impacts of its project on an annual basis. Currently, the City has a policy of charging \$0.50 per truck trip per day as CFD amount for truck yards and container yards. Applicant shall enter into a CFD or Development Agreement with the City. At the discretion of City, Applicant may be required to enter into a Development Agreement, to mitigate any impacts that are not mitigated by the IDIF or the CFD Agreements. City is in process of forming a Citywide CFD to pay for impacts of new projects on City's services which may be higher than the current \$0.50 per truck trip per day assessment. We anticipate this new DIF to be adopted by end of the year. If the Citywide CFD is adopted by the time your application is deemed complete, we would impose the newly adopted Citywide CFD. However, if the Citywide CFD is not adopted by the time your application is deemed complete, we would impose the \$0.50 per truck trip per day for your specific project. It should be noted the Citywide CFD is an annual tax imposed on projects.

### Applications Necessary to Process Applicant's Proposed Project:

- A Development Agreement Application shall be filed to ensure the applicant's compliance with all stated requirements in this resolution and other requirements;
- A General Plan Amendment application shall be filed to change the Land Use Designation from MU-BP to Manufacturing Light or as determined by staff;
- A Specific Plan application shall be filed to address permitted uses, setbacks, buffers, building design, etc. or as determined by staff;
- A DOR application shall be filed;

### **Enhancements Suggested by Staff**

- The landscaped setback along southerly property line shall be 5';
- The Main Street setback shall include one artistic sculpture or equivalent;

RESOLUTION NO. 18-113 Page 4 of 11

- If residential project is proposed to the south of the site prior to the time KL Fenix's applications are deemed complete by staff, the following shall apply to the project:
  - Minimum 40' landscaped setback shall be provided along the entire southern property line directly abutting the residential areas;
  - 10' high solid wall shall be provided along the entire south property line directly abutting the residential areas;
  - "Beeping of trucks" shall be prohibited from 8:00 PM to 7:00 AM;
- All access driveways for the proposed project shall be approved by the City to ensure no truck access or exit is possible to Main Street and efficient flow of truck traffic is provided to Figueroa Street. The location and/or design of the driveways may change as determined by staff;
- Prior to issuance of building permits, the applicant shall deposit with the City \$100,000 which will be used to ensure compliance with the provisions of the Development Agreement as it relates to compliance at the end of the approval period (7 years or 10 years if an extension is granted);
- At the end of approval period (7 years or 10 years if an extension is approved), the applicant shall either:
  - Secure approvals and convert for making all structures, architecture, setbacks, landscaped area, FAR, uses, etc. consistent with the General Plan, Zoning designations, and surrounding uses;

Applicant's failure to accomplish one of the above by the deadlines indicated will result in fines of \$500 per day. These fines will be deducted from the applicant's deposited founds with the City (\$100,000).

WHEREAS, the proposed Project is subject to the Ordinance since it is proposing to build a new logistics facility. The project does not qualify for any of the exemptions articulated in Section 4 of the Ordinance; and

WHEREAS, the Preliminary Application for the 1st phase of the residential project to the south of the site has just been submitted with 460 multi-family units and density of 87 DU/AC. The 2<sup>nd</sup> phase is anticipated to include 442 multi-family units, 40,000 square feet of commercial, and a 42,000 square foot church on the 14-acre site located to the south of the site. Design modifications as stipulated within this resolution maybe necessary to further buffer the residential areas. It is essential for this project to continue to work with staff to ensure compatibility of this project with the anticipated surrounding uses including the multi-family project.

WHEREAS, the applicant agrees to cooperate in good faith with the City to determine the appropriate DIF and CFD for the project; and

WHEREAS, upon approval of the exception, the applicant will cooperate with the City to provide all studies, plans, and materials necessary to continue processing the applications for the General Plan Amendment, Zone Change/Specific Plan, Design Overlay Review, Development Agreement, and other applications as deemed necessary by staff; and

WHEREAS, Applicant has agreed to comply with several of the following in exchange for being granted an exception under Ordinance No. 18-1805U:

RESOLUTION NO. 18-113 Page 5 of 11

- a. The Applicant has agreed to enter into an Interim Development Impact Fee Agreement ("IDIF Agreement"). The IDIF amount shall be based on a minimum of \$2.00 per square foot of building area or other amount as determined by the City at the time of the approval of the entitlements which may be higher.
- b. The Applicant has agreed to negotiate in good faith to form, fund, and/or participate in a Community Facilities District (CFD) and/or a Development Agreement to pay for on-going costs associated with their project relating to law enforcement, street maintenance, landscape maintenance, street sweeping, or any other impacts. The Applicant will be required to enter into a CFD agreement ("CFD Agreement").
- c. At the City's discretion, the Applicant may be required to enter into a Development Agreement relating to the Project, if the City deems the IDIF and CFD Agreements do not adequately mitigate the Project's impacts.
- d. Applicant will enter into an agreement to reimburse the City for all its costs (the "Reimbursement Agreement"), including but not limited to all consultant costs (such as the CFD consultant work associated with the processing of the portion of the Applicant's CFD assessment), and attorney fees associated with the Applicant's exception application and finalizing of the CFD Agreement, IDIF Agreement, Reimbursement Agreement, and Development Agreement, if applicable, or other agreements and/or entitlement processes.
- e. The IDIF/CFD Agreement and/or the Development Agreement shall be determined, finalized, agreed upon, and executed prior to the Planning Commission hearing for the Design Overlay Review and the Conditional Use Permit, and any other applications deemed appropriate by staff.
- f. Development Impact Fees (DIF): The Applicant shall pay the one-time Interim Development Impact Fee (IDIF) as determined by the City. City is currently conducting a study to adopt DIF to pay for impacts of new projects to City's infrastructure. We anticipate this new DIF to be adopted by end of the year. If the City's DIF is adopted by the time your application is deemed complete, we would impose the newly adopted DIF which maybe higher than the \$2.00 per square foot. However, if the DIF is not adopted by the time your application is deemed complete, we would impose the\$2.00 per square foot DIF. In either scenario, the minimum amount of DIF paid by the project shall not be less than \$2.00 per square foot. The Applicant will be required to enter into an IDIF Agreement with the City. It should be noted DIF is a one-time fee imposed on projects.
- g. Community Facilities District (CFD): The Applicant shall form, fund, and participate in a Community Facilities District (CFD) to pay for on-going costs associated with their project relating to law enforcement, street maintenance, landscape maintenance, street sweeping, and all other impacts of its project on an annual basis. Currently, the City has a policy of charging \$0.50 per truck trip per day as CFD amount for truck yards and container yards. Applicant shall enter into a CFD or Development Agreement with the City. At the discretion of City, Applicant may be required to enter into a Development Agreement, to mitigate any impacts that are not mitigated by the IDIF or the CFD Agreements. City is in process of forming a Citywide CFD to pay for impacts of new projects on City's services which may be higher than the current \$0.50 per truck trip per day assessment. We anticipate this new DIF to be adopted by end of the year. If the Citywide CFD is adopted by the time your application is deemed complete, we would impose the newly adopted Citywide CFD. However, if the Citywide CFD is not adopted by the time your application is deemed complete, we would impose the \$0.50 per truck trip per day for your specific project. It should be noted the Citywide CFD is an annual tax imposed on projects.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON HEREBY MAKES THE FOLLOWING FINDINGS:

1. Applicant is proposing to construct a logistics facility as a truck terminal with a 53,000 square-foot building and 475 truck/cargo container parking/storage spaces for a 7 year period with one three year extension on a 14.3 acre site located at 20601 S. Main Street (the "Project"). The applicant has agreed to incorporate the following into the project design and operations. If the applicant fails to comply with these requirements, the Exception is null and avoid:

### Project Details Proposed by the Applicant

- The warehouse floor area shall be a maximum of 39,500 square feet; the 2-story office floor area shall not exceed 14,050 square feet for a total building floor area of 53,550 square feet;
- No truck access shall be provided to and from Main Street (passenger vehicle access only);
- Torrance Boulevard and Main Street shall not be used by project trucks;
- Minimum 25' landscaped setback on Main Street shall be provided;
- Minimum 20' landscaped setback on Figueroa Street shall be provided.
- The landscaped setback along southerly property line shall be 5'.
- Architecture with large areas of glass along the streets and areas visible from streets shall be provided to give an appearance of an office building;
- Minimum 50' building setback shall be provided along the southern property line;
- Maximum of 6 truck loading doors for the building plus 9 open dock loading areas shall be allowed;
- Minimum 140' setback shall be provided from truck loading areas to the south property line;
- Minimum 8' high solid wall shall be constructed along Main Street, Figueroa Street, southern, and the northern property line;
- The use shall be permitted for seven years from the date of issuance of the Certificate of Occupancy or final permit.
- The applicant shall be entitled to apply for one three year extension to be approved by the Planning Commission;
- At the end of 7 years (10 years if the extension is granted) the applicant shall make the
  project including all structures, architecture, setbacks, landscaped area, FAR, uses,
  consistent with the City's 2040 General Plan, Zoning designations, and surrounding
  areas at the time of the expiration of permits;
- Ensure compliance of the project with the surrounding area and uses.
- If Planning Commission determines at the end of the 10 year period the project is consistent with Carson 2040 General Plan, Zoning Ordinance, and surrounding uses, additional extension can be provided to the project.

## Enhancements Requested by the City Council on August 7, 2018

- Hours of operation shall be limited to:
  - o Office Uses
    - M-F 8:00 AM to 6:00 PM;
       RESOLUTION NO. 18-113
       Page 7 of 11

- Saturdays 8:00 AM to 5:00 PM;
- Sundays Closed
- o Truck Operations
  - M-F 6:00 AM to 1:00 AM;
  - Saturdays 8:00 AM to 5:00 PM;
  - Sundays Closed
- City shall have access to all truck GPSes at all times to ensure trucks do not travel in on Torrance Boulevard and Main Street;
- If approved by the City Attorney, Staff and the City Attorney shall draft language that
  may levy fines of up to \$1,000 per occurrence if trucks originating or going to the site
  use Main Street or Torrance Boulevard;

### Requirements by Ordinance No. 18-1805U

- The applicant shall pay a minimum of \$2.00 per square foot Development Impact Fee.
- Development Impact Fees (DIF): The Applicant shall pay the one-time Interim Development Impact Fee (IDIF) as determined by the City. City is currently conducting a study to adopt DIF to pay for impacts of new projects to City's infrastructure. We anticipate this new DIF to be adopted by end of the year. If the City's DIF is adopted by the time your application is deemed complete, we would impose the newly adopted DIF which maybe higher than the \$2.00 per square foot. However, if the DIF is not adopted by the time your application is deemed complete, we would impose the\$2.00 per square foot DIF. In either scenario, the minimum amount of DIF paid by the project shall not be less than \$2.00 per square foot. The Applicant will be required to enter into an IDIF Agreement with the City. It should be noted DIF is a one-time fee imposed on projects and is based on gross floor area of the building.
- Community Facilities District (CFD): The Applicant shall form, fund, and participate in a Community Facilities District (CFD) to pay for on-going costs associated with their project relating to law enforcement, street maintenance, landscape maintenance, street sweeping, and all other impacts of its project on an annual basis. Currently, the City has a policy of charging \$0.50 per truck trip per day as CFD amount for truck yards and container yards. Applicant shall enter into a CFD or Development Agreement with the City. At the discretion of City, Applicant may be required to enter into a Development Agreement, to mitigate any impacts that are not mitigated by the IDIF or the CFD Agreements. City is in process of forming a Citywide CFD to pay for impacts of new projects on City's services which may be higher than the current \$0.50 per truck trip per day assessment. We anticipate this new DIF to be adopted by end of the year. If the Citywide CFD is adopted by the time your application is deemed complete, we would impose the newly adopted Citywide CFD. However, if the Citywide CFD is not adopted by the time your application is deemed complete, we would impose the \$0.50 per truck trip per day for your specific project. It should be noted the Citywide CFD is an annual tax imposed on projects.

### Applications Necessary to Process Applicant's Proposed Project:

 A Development Agreement Application shall be filed to ensure the applicant's compliance with all stated requirements in this resolution and other requirements;

> RESOLUTION NO. 18-113 Page 8 of 11

- A General Plan Amendment application shall be filed to change the Land Use Designation from MU-BP to Manufacturing Light or as determined by staff;
- A Specific Plan application shall be filed to address permitted uses, setbacks, buffers, building design, etc. or as determined by staff;
- A DOR application shall be filed;

#### **Enhancements Suggested by Staff**

- The landscaped setback along southerly property line shall be 5';
- The Main Street setback shall include one artistic sculpture or equivalent;
- If residential project is proposed to the south of the site prior to the time KL Fenix's applications are deemed complete by staff, the following shall apply to the project:
  - Minimum 40' landscaped setback shall be provided along the entire southern property line directly abutting the residential areas;
  - 10' high solid wall shall be provided along the entire south property line directly abutting the residential areas;
  - "Beeping of trucks" shall be prohibited from 8:00 PM to 7:00 AM;
- All access driveways for the proposed project shall be approved by the City to ensure no truck access or exit is possible to Main Street and efficient flow of truck traffic is provided to Figueroa Street. The location and/or design of the driveways may change as determined by staff;
- Prior to issuance of building permits, the applicant shall deposit with the City \$100,000 which will be used to ensure compliance with the provisions of the Development Agreement as it relates to compliance at the end of the approval period (7 years or 10 years if an extension is granted);
- At the end of approval period (7 years or 10 years if an extension is approved), the applicant shall either:
  - Secure approvals and convert for making all structures, architecture, setbacks, landscaped area, FAR, uses, etc. consistent with the City's 2040 General Plan, Zoning designations, and surrounding uses;

Applicant's failure to accomplish one of the above by the deadlines indicated will result in fines of \$500 per day. These fines will be deducted from the applicant's deposited founds with the City (\$100,000).

- The Project is subject to the moratorium on the establishment, expansion, or modification of Logistics Facilities pursuant to Interim Urgency Ordinance No. 18-1805U.
- The Project does not qualify for any of the exemptions articulated in Section 4 of the
- Section 6 of Interim Urgency Ordinance No. 17-1805U provides that the City Council may, but is not required to, allow exceptions to the application of the Ordinance.
- Applicant shall enter into a Reimbursement Agreement to reimburse the City for all its fees and costs, including attorney and consultant fees, for all agreements and entitlements necessary pursuant to this Resolution and the City's Zoning Ordinance.
- The IDIF Agreement, CFD Agreement, Development Agreement (if applicable) and Reimbursement Agreement are conditions precedent to the validity of this exception.

RESOLUTION NO. 18-113 Page 9 of 11

- 7. If within ninety (90) days of adoption of this Resolution, the IDIF Agreement, CFD Agreement, Development Agreement (if applicable) and Reimbursement Agreement have not been finalized, then the Council has the right to rescind this Resolution in its sole discretion and the Applicant will be subject to the Ordinance.
- 8. Applicant's failure to enter into the IDIF Agreement, the CFD Agreement, the Reimbursement Agreement, and the Development Agreement may be grounds for the City to deny the Applicant's permits to construct the Project, and all of Applicant's land use applications and entitlements being null and void.
- 9. The IDIF/CFD Agreement and/or the Development Agreement including the amounts for the IDIF and CFD shall be determined, finalized, agreed upon, and executed prior to the Planning Commission hearing for the Specific Plan, Conditional Use Permit, General Plan Amendment, and Development Agreement. The CFD amount for previously considered projects was based on the project's share of impacts on the City's services and infrastructure and will be determined at the time of the approval of the entitlements which may be higher.
- The City is currently conducting studies to adopt citywide studies that may increase the CFD and IDIF amounts.
- 11. Design modifications such as landscaping and walls maybe necessary to further buffer the proposed residential areas to the south. It is essential for this project to continue to work with staff to ensure compatibility of this project with the anticipated surrounding uses including the multi-family project.
- 12. The Council makes the following findings relating to Section 6.A. 4, 5, and 8 of the Ordinance:
  - 4. The developer or tenant agrees to form or to participate in a Community Financing District (CFD) to pay for ongoing City services, including but not limited to, road maintenance, landscape maintenance, lighting, public safety, storm water management, etc., to the satisfaction of the City Council;
  - The developer or tenant enters into an agreement that guarantees the City the same financial assurances offered by a CFD:
  - 8. The facility enters into a development impact fees agreement with the City. The IDIF Agreement, CFD Agreement, Development Agreement (if applicable) and Reimbursement Agreement are conditions precedent to the validity of this exception.

PASSED, APPROVED AND ADOPTED THIS 21<sup>ST</sup> DAY OF AUGUST, 2018.

APPROVED AS TO FORM:

CITY OF CARSON:

Sunny K. Soltani, City Attorney

Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana, MMC, City Clerk

V

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) ss.
CITY OF CARSON )

I, Donesia Gause-Aldana, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 18-113, adopted by the City of Carson City Council at its meeting held on August 21, 2018, by the following vote:

AYES:

COUNCIL MEMBERS: Robles, Hilton, Santarina

NOES:

COUNCIL MEMBERS: Davis-Holmes, Hicks

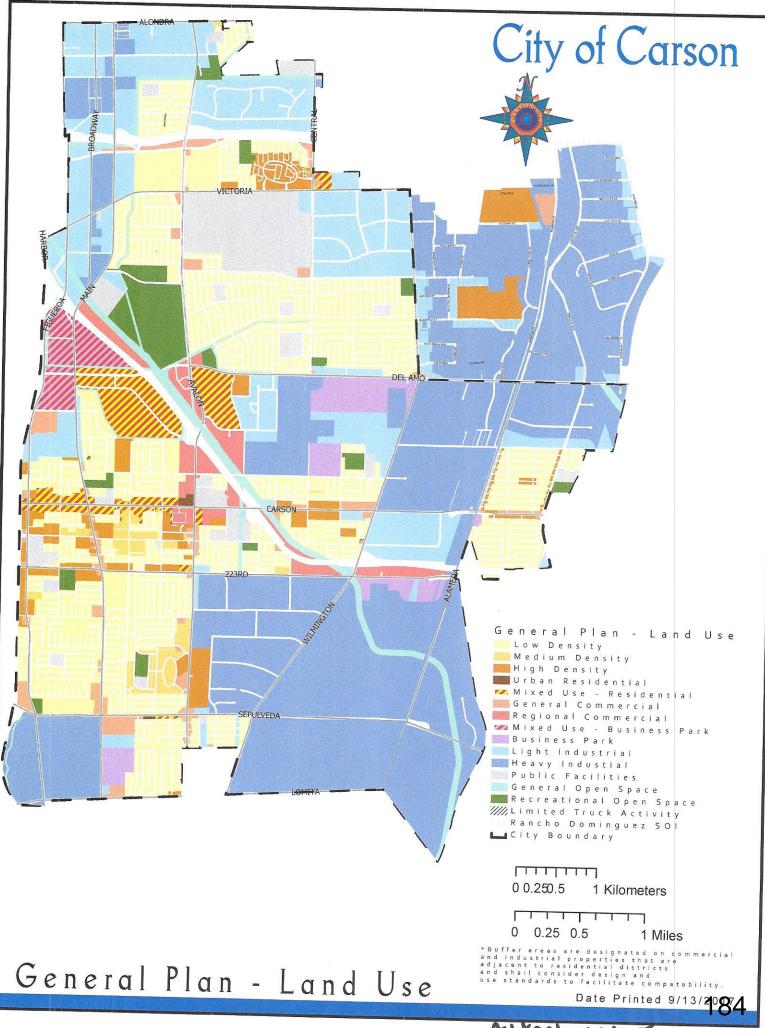
ABSTAIN:

COUNCIL MEMBERS: None

ABSENT:

COUNCIL MEMBERS: None

Donesia Gause-Aldana, MMC, City Clerk



Attachment 5

#### **LOCAL NEWS**

# Why Carson is embracing Evolve South Bay, a 300-unit residential development



A 300-unit apartment complex at the corner of Main Street and Del Amo Boulevard in Carson called Evolve South Bay on Wednesday held a ceremonial groundbreaking to mark the start of construction. (Artist's rendition courtesy of developer MBK Rental Living).

By **NICK GREEN** | ngreen@scng.com | Daily Breeze PUBLISHED: July 10, 2019 at 4:58 p.m. | UPDATED: July 12, 2019 at 2:53 p.m.

Carson ceremonially broke ground Wednesday, July 10, on Evolve South Bay, a massive apartment complex that's part of a larger redevelopment effort city leaders hope will help transform the blue-collar city into an enticing residential community.

The three-story, 300-unit complex will rise up from a dusty vacant lot and boast one-, two- and three-bedroom apartments at the corner of Main Street and Del Amo Boulevard. It will be the first residential component of a planned 300-acre mixed-use development dubbed The Boulevards at South Bay.

Across Del Amo Boulevard and fronting the 405 Freeway, site preparation work is underway for what's called the Los Angeles Premium Outlets, which will eventually consist of 465,000 square feet of retail space. Phase one is set to open in the fall of 2021.

Carson Mayor Al Robles described Evolve South Bay and the associated developments as a "means to an end" for a community that's 50% industrial and needs to increase the residential population to improve its quality of life.

"Carson residents for a long time," Robles said, "have been starving for amenities in terms of better restaurants, more grocery stores, more retail establishments.

"The complaint we get from developers," he added, "is that Carson doesn't have the required (residential) density to justify these kind of developments."

It's a marked philosophical difference from many coastal South Bay cities, such as neighboring Torrance — which already has the variety of retail and restaurant options Carson lacks — where politically influential homeowners associations have largely had success in lobbying to keep high-density housing at bay.

Coincidentally, for example, a rally is set for 4:30 p.m. Thursday, June 11, at the corner of Hawthorne Boulevard and Via Valmonte, in Torrance, with local residents protesting a proposed 248-unit apartment complex beneath Butcher Hill.

Even Long Beach, its more urbanized neighbor to the east, has grappled with the challenges of adding more housing. After years of heated density debates, the City Council approved a new Land Use Element last March.

Proposed density increases in Long Beach's LUE, a blueprint intended to guide the construction of more than 28,000 new housing units by 2040, led to community outcry. The final approved document, with its lower building heights and reduced uses, reflected the compromises officials felt they had to make.

Carson, meanwhile, has embraced density, Robles proudly observed at the groundbreaking.

"Just this year alone we have close to 1,000 units that are presently under construction and we have another 3,500 units in the planning process," he said. "On a per capita basis, I submit to you that there is no other city, no other community, that is doing more to address our housing crisis than the city of Carson."

Officials said they hope Evolve South Bay and the rest of the development will help Carson, as the name suggests, evolve into a walkable community.

A walking and jogging path will encircle the 11.8-acre apartment complex, which will also include a fitness center, a "resort-style" pool and spa, a barbecue area, outdoor fitness equipment and a dog park.

Craig Jones — president of MBK Rental Living, Evolve South Bay's developer — said freeway-close Carson, centrally located between Orange County and Los Angeles city, will be an attractive option for many Southern Californians.

"It checks all the boxes of a place that will be desirable for people to live," he said. "Vacancy rates are below 5% throughout the state and in Carson and the South Bay. Adding much needed housing to the community helps solve that problem."

Pre-leasing is expected to begin early next year.

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Tags: business, community, government, Housing, Real Estate, South Bay, Top Stories Breeze

Nick Green | reporter

Veteran journalist Nick Green is the beat reporter for the cities of Torrance, Carson and Lomita and also covers the South Bay's rapidly growing craft beer industry for the Daily Breeze. He has worked for newspapers on the West Coast since graduating in 1987 from the University of Washington and lives in Old Torrance with his wife and two cats. Follow him on Twitter @NickGreen007 and @BeerGogglesLA.

ngreen@scng.com

Follow Nick Green @NickGreen007

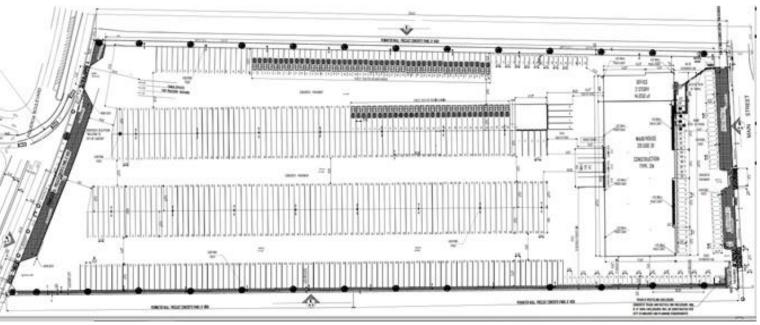
#### **VIEW COMMENTS**

### Join the Conversation

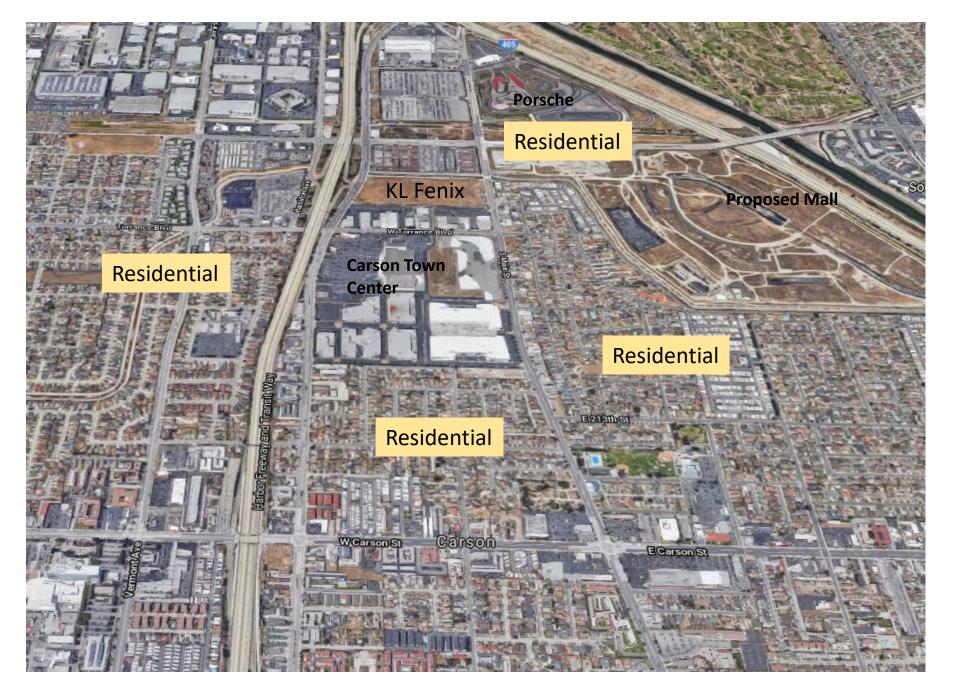
We invite you to use our commenting platform to engage in insightful conversations about issues in our community. Although we do not pre-screen comments, we reserve the right at all times to remove any information or materials that are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane, indecent or otherwise objectionable to us, and to disclose any information necessary to satisfy the law, regulation, or government request. We might permanently block any user who abuses these conditions.

If you see comments that you find offensive, please use the "Flag as Inappropriate" feature by hovering over the right side of the post, and pulling down on the arrow that appears. Or, contact our editors by emailing moderator@scng.com.





KL Fenix truck yard is a Heavy Industrial **truck yard** use that is not compatible with surrounding area. Proposed use is not a **truck terminal** based on the Carson definition. The material/freight transfer is an accessory use to truck yard use.



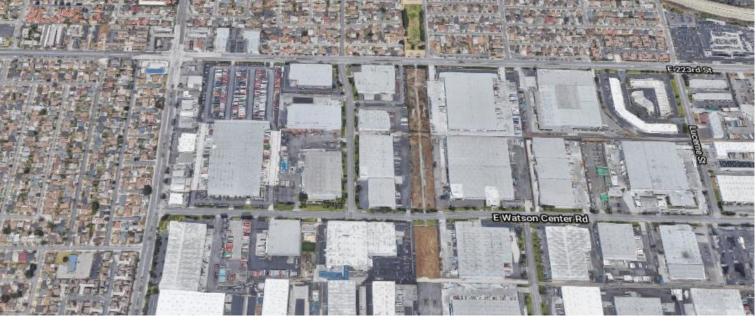
The proposed KL Fenix Container Storage and Truck Yard is surrounded by existing and proposed residential neighborhoods.

While truck access will focus on the 110 Fwy, trucks will still be on the surrounding streets. Enforcement will not be effective to stop trucks using Main Street and Figueroa Street. Residential areas will be impacted.



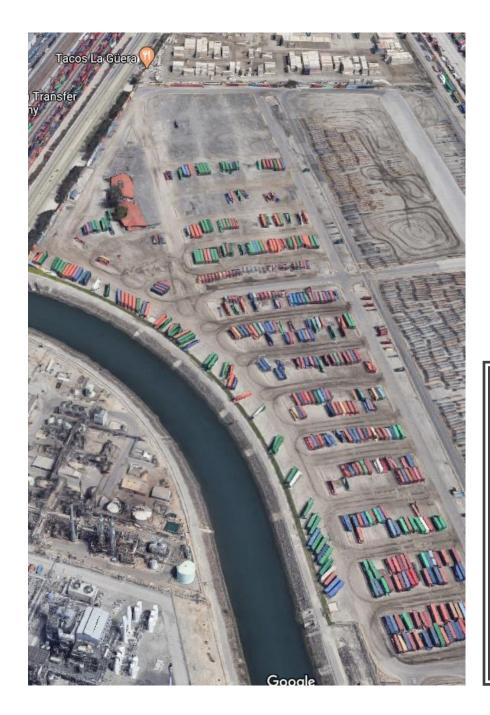
Project site is located in close proximity to existing and proposed residential areas. This is a mixed-use area with both residential, religious institutions, commercial and industrial uses 190







Industrial developments in Carson can be compatible with residential neighborhoods. Logistic and industrial uses utilize the size of buildings or streets to buffer impacts.







Larger truck yards in Carson are located near Wilmington Ave or the Alameda Corridor in order to serve the Port of Long Beach and Port of Los Angeles. The KL Fenix property is not an appropriate location and sets a bad precedent for truck yards to locate along Figueroa Street and Main Street.

## Carson El Camino, LLC

May 20, 2020

Planning Commission City of Carson 701 E. Carson Street Carson, CA 90745

Subject: KL Fenix Corporation Application

Dear Planning Commission,

Please accept this letter forwarding my comments related to the KL Fenix Cargo Container and Truck Storage project proposed at 20601 S. Main Street. I own the property at 225 West Torrance which is located immediately south of the proposed truck yard. The remediation of the former landfill and development of the KL Fenix property would greatly benefit my property and the surrounding area only if the proposed truck yard land use was compatible. Unfortunately, the 475-space container and truck parking facility proposed by KL Fenix Corporation is too intensive and is a major step in the wrong direction. Any significant increase in the already existing heavy truck traffic would be a concern since the area is already impacted significantly.

When Carson incorporated in 1968, the Golden Eagle Refinery and former landfills were a major heavy industrial presence in the area surrounding the KL Fenix property. Immediately upon Carson incorporation, the area began to change with the development of the El Camino Business Park (1968/1975) and the 86-space Vista Del Loma Mobile Estates (1974). The Golden Eagle Refinery closed in 1985 and was redeveloped in 1997 with the Carson Town Center, a mixed-use development of commercial, office and light industrial buildings. The Porsche Driving Experience opened in 2016 and plans for the 157-acre site are still hopeful for a large mall development. In July 2019, the 300-unit Evolve South Bay apartments broke ground showing even more confidence that the area was in transition. In late 2019, the City negotiated significant upgrades for the waste transfer facility on Francisco Street and, more importantly, obtained a 15-year term for the eventual closure of the facility. The point of this development history review is to note the progress - the changes are real.

I have been a longtime property owner in the City of Carson since purchasing the El Camino Business Park in 2000. Over these 20 years, I have been a strong believer that the City of Carson has and will continue to improve - with enhanced development opportunities bringing in new residents and businesses. I have never doubted that Carson would continue to prosper away from the heavy industrial legacy inherited at the time of city incorporation - a now is transforming to what we see of Carson today.

In 2004, the El Camino Business Park, including all areas southwest of I-405 and north of Torrance Boulevard, became designated in the General Plan - Land Use Element as "Mixed Use Business Park", with a combination of regional commercial and business park/limited industrial uses. In 2013, recognizing the transition for the area to support commercial uses, the El Camino Business Park was placed in the "Commercial General" zone district. The 2016 Vision Plan for Carson identified the access from the 110 Freeway onto Figueroa Street as a "gateway" into the community and recommended a transition of uses closest to the 405 Freeway to accommodate regional commercial, residential and hospitality uses. For the area between Francisco Street and the Carson Town Center, there was a recognition of establishing a "potential Specific Plan(s) to allow for a mix of uses, including residential and commercial, within the same project area". The Planning Commission should consider how logistic uses are defined. Logistic uses deal with the integration of storage, transportation, cataloging, handling, and packaging of goods. The KL Fenix project is not a logistic use but even worse -, rather a "heavy industrial" use - a truck and large container yard that deals with the function of moving products from one location to another. There is a big difference between buildings that provide for logistics uses versus truck yards with minimal buildings or improvements. There is also a significant difference in the amount of truck traffic generated by a logistics use versus a truck yard. Currently at the on-off ramps of the Harbor 110 Freeway - there is already an extraordinary amount of trucking traffic hauling large containers.

In 2017, following the 2016 Vision Plan, I presented a conceptual plan to the City Council for the master planned development of the El Camino Business Park and adjoining properties with a mixed-use, high density residential project. The City Council was enthusiastic about the opportunity for more residential in the area leading to my submission in 2019 of the Torrance/Main Specific Plan requesting opportunity to build up to 356 apartments on the 5.4-acre El Camino Business Park. The application is currently under review and the City has retained Dudek to prepare the environmental analysis required by the California Environmental Quality Act. I am hopeful that these new apartments will help Carson meet their obligations in the next Housing Element update to demonstrate existing zoning will allow for 5606 new housing units. The City deserves to find uses that increase the quality of living for the future residents of Carson – not the opposite - allowing for more truck hauling of containers and heavy industrial uses.

As the Torrance/Main Specific Plan was under preparation, I was aware that KL Fenix Corporation had submitted a plan in October 2018 for a large cargo container and trucking facility immediately north of the El Camino Business Park. Frankly, I honestly expected the KL Fenix project to linger or be withdrawn due to lack of support. In August 2018, the City Council did not have a unanimous view of this project during consideration of a conceptual plan for the KL Fenix project. With changes on the City Council, I am hopeful for a renewed perspective that the intensive trucking use is not appropriate.

In discussions with nearby property owners and residents, there was and continues to be a consensus that the KL Fenix trucking facility is not an appropriate usage for the 14.3-acre property. As stated at the beginning of my letter, I do want to see development on the KL Fenix site, as do my neighbors, but this intensive heavy industrial trucking use is absolutely not the right choice. This trucking operation is not compatible with the existing religious organizations and others (such as Glory Christian Fellowship, Faith In Christ, HILO, International Institute of Tolerance – including but limited to the existing and newly renovated commercial businesses in the Carson Town Center. Also directly adjoining are youth and sports oriented organizations, and the many homes in the directly adjoining Vista Del Loma Mobile Estates, along with the 300-unit Evolve Apartments (under construction). Also surrounding are single-family and multifamily neighborhoods in Carson and the area west of the 110 Freeway. In addition, the potential for redevelopment of the El Camino Business Park with new apartments is very unlikely if located next to the KL Fenix project due to the decrease in market value and unwillingness for residents to live next to a truck yard. I also wonder how the current or future developer of the 157-acre site will view their "Gateway to Carson" from the 110 Freeway being dominated by a truck yard.

I am also concerned that the environmental impacts from the project appear to be understated. Traffic impacts from the trucks entering and existing the 110 Freeway were not seen as being a significant impact. But, for those of us who use these freeway ramps, there are existing concerns with pre-existing congestion and slow-moving trucks. The KL Fenix project will only make matters worse. Attached to this letter are comments that were received from a traffic consultant who reviewed the draft Mitigated Negative Declaration. While Dudek was found to have been prepared the vehicle trip generation forecast in accordance with industry standards, there were no vehicle queuing analyses of the nearby intersections. There is also a lack of information to illustrate whether adequate truck maneuvering space is provided between the freeway ramps and the proposed project driveways on Figueroa Street. The Planning Commission should be provided with complete information regarding truck related traffic impacts including more detail on the impact to travel lanes on the 110 Freeway.

The draft Mitigated Negative Declaration stated the Project would be compatible with the surrounding area since the majority of project truck traffic would both exit and enter the adjacent 110 Freeway without having to traverse past residential or other land uses. The report also noted the trucks would travel on Del Amo Street, Main Street, Figueroa Street and Torrance Boulevard. While KL Fenix will attempt to direct the trucks toward the 110 Freeway, there will undoubtedly be trucks traveling along truck routes that pass existing homes, the Evolve Apartments and the Porsche Driving Experience. There was no acknowledgment of the proposed residential development on my property or the existing religious organizations and youth and recreational facilities located nearby. The determination regarding land use compatibility rests with the Planning Commission and the City Council. The Planning Commission must recognize that the proposed truck yard will be easily visible from the 110 Freeway and the image of the area will be forever tainted with the impression of having too

many trucks. Not only will the surrounding area be directly impacted but attracting future commercial and residential development will be difficult. The KL Fenix project will set a precedent and will lead to more truck intensive uses wanting to come to the area.

Carson has spent countless hours trying to guide appropriate development and encourage better land uses. Recent efforts include the General Plan Advisory Committee, initiated several years ago to help guide the update to the City's General Plan. The GPAC identified the KL Fenix property for potential park/open space or flex business park. Never was there contemplation of heavy industrial or intensive truck related uses. It seems inappropriate to go through a comprehensive community outreach process with the GPAC and then completely disregard the community's input for the subject area. The public hearing process for the KL Fenix project is also significantly constrained due to the COVID-19 pandemic and the closure of City Hall to the public.

As I am writing this letter, I do not know if the City's Planning Department will be recommending approval or denial of this truck yard project. Or, even recommending a small amount of trucking!!?? I do know that the Planning Department initially opposed this project since the truck yard use was not consistent with the existing or anticipated General Plan. Similarly, I do not know if the project will be supported by the Planning Commission. I can only trust that the Planning Commission will not be swayed by promises that the project with not impact the surrounding area and that financial contributions and trucking related jobs from the project will benefit the City. Contrary to statements made by the applicant and others, this area already has a significant residential component and more homes are being planned. Our local zoning should not be for sale and our neighborhoods should be protected from the intrusion of heavy industrial uses and port-related trucking intensive businesses. Carson has worked diligently to improve the community, to support strong neighborhoods and to minimize impacts from incompatible industrial land uses. Approval of this project would be a step in the wrong direction.

I strongly urge the Carson Planning Commission to protect the community by not approving the KL Fenix Cargo Container Parking Specific Plan.

X,

Richard Rand

Carson El Camino, LLC

#### **Comments Related to Traffic Impacts**

- Page 7 of the Vehicle Miles Traveled (VMT) Analysis memorandum included a project trip generation summary. It included references to the 9<sup>th</sup> and 10<sup>th</sup> Editions of the Institute of Transportation Engineers (ITE) *Trip Generation Manuals* and the City of Fontana *Truck Trip Generation Study*. While it provides the respective total daily, AM peak hour, and PM peak hour trips with application of a passenger car equivalency (PCE) factor, it does not provide the corresponding forecast number of truck trips that this project may generate. Since 475 spaces are planned to be allocated to cargo container and truck parking, the number of truck trips expected to be generated by this project is expected to be substantial. As such, this information should be disclosed.
- Since there will likely be a substantial number of truck trips accessing the project site
  (for import and export of goods through the Ports of Los Angeles and Long Beach and
  other origins/destinations), it is recommended at a minimum that vehicle queuing
  analyses be prepared at the following intersections which provide direct access between
  the I-110 Freeway and the project site:
  - 1. Hamilton Avenue and Del Amo Boulevard
  - 2. Hamilton Avenue and I-110 Freeway Southbound Ramps
  - 3. Hamilton Avenue and Torrance Boulevard
  - 4. Figueroa Street and Del Amo Boulevard
  - 5. Figueroa Street and I-110 Freeway Northbound Ramps
  - 6. Figueroa Street and Torrance Boulevard It is important that the truck trips expected to be generated by the proposed project do not cause vehicle queuing at the freeway ramps and at the intersection turn lanes, which if forecast could lead to potential traffic safety issues, both at the mainline freeway/off- ramp junctions as well as at ramp intersections.
- It is recommended that truck maneuvering exhibits be provided (using Caltrans Standard Truck Template) to illustrate whether adequate maneuvering space is provided between the freeway ramps and the proposed project driveways on Figueroa Street.
- Page 12 of the Vehicle Miles Traveled (VMT) Analysis memorandum referenced a Traffic Impact Study for the project (Dudek 2019). However, it does not appear that the subject Traffic Impact Study was included in the environmental review documents.