



CITY OF CARSON

PLANNING COMMISSION STAFF REPORT

PUBLIC HEARING:

October 24, 2017

SUBJECT:

Design Overlay Review No. 1607-17 and
Development Agreement No. 11-17

APPLICANT:

AL2 LLC c/o Chris Savage of RGA Architects

REQUEST:

To construct a 420,000-square-foot concrete tilt-up industrial warehouse building for a logistics facility, related truck/trailer parking and site improvements in the ML-D (Manufacturing Light - Design Review) zone and consider a development agreement.

PROPERTIES INVOLVED:

21900 and 21930 Wilmington Avenue, and
2061 East 220th Street, APNs 7316-025-812,
and 7316-025-814

COMMISSIONERS' VOTE

AYE	NO		AYE	NO	
		Chairman Diaz			Guidry
		Vice-Chair Pimentel			Mitoma
		Andrews			Post
		Cainglet			Thomas
		Fe'esago, Jr			

I. Introduction

Applicant

AL2, LLC

Representative: Chris Savage of RGA Architects
15231 Alton Parkway, Suite 100, Irvine, CA 92618
chris@rga-architects.com

Property Owner

AL2, LLC

Representative: Scott Kelrick
1815 S. Soto Street, Los Angeles, CA 90023
scott@alpertproperties.com

II. Project Description

The applicant requests approval of Design Overlay Review No. 1607-17 to construct a new 420,000- square-foot tilt-up building for a logistics facility, related truck/trailer parking and site improvements located within the ML-D (Manufacturing, Light – Design Overlay Review) zone and has entered into an agreement for development impact fees and participation in any community facilities district.

There is no specific tenant identified at this time. The project is a speculative proposal.

Current Improvements

On a portion of the project site contains an existing 19,200-square-foot metal industrial building which will be demolished to accommodate the new development.

Previously Approved Discretionary Permits

None.

Public Safety Issues

None.

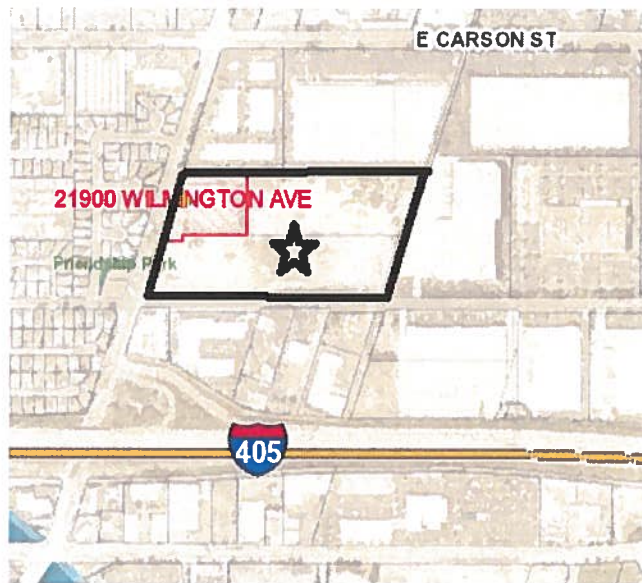
III. Project Site and Surrounding Land Uses

The project site is located on the northeast corner of Wilmington Avenue and 220th Street and is comprised of multiple parcels. All parcels associated with the project are currently zoned Manufacturing, Light with a Design Overlay. Surrounding land uses include light manufacturing to the north, south, east and single-family residential neighborhood to the west. The following provides a summary of the site information:

Site Information	
General Plan Land Use	Light Manufacturing
Zone District	ML-D (Manufacturing Light – Design Overlay)
Site Size	19.85 acres
Present Use and	Industrial – Trucking Company



Development	
Surrounding Uses/Zoning	North: Industrial ML-D South: Industrial ML-D East: Industrial zoned ML-D West: Residential Single-Family Dwelling zoned RS, Vacant Lots zoned CG-D and a Mini-Park zoned OS.
Access	Ingress/Egress: Wilmington Avenue and 220th Street



IV. Analysis

Planning Commission Action

On July 11, 2017, the Planning Commission continued the project off calendar to allow staff and the applicant additional time to complete the negotiations for the development agreement and its related components.

Previous Use

The site has been owned by the current owner since 1957. The project site was used as a scrap metal recycling yard (Alpert and Alpert Scrap Metal Recycling) and vehicle dismantling yard (Clean Steel Automobile Shredding) from 1959 through 2003.

Extensive environmental clean-up has been conducted on the site. In 2016, the Los Angeles County Fire Department issued a "No Further Action" letter concurring that the known site contamination to soil, soil vapor, and groundwater has been satisfactorily mitigated for commercial/industrial site use and no further action is required, Exhibit No. 3.

Current Use

The project site is primarily vacant with a metal industrial building located on the northwestern portion (21900 Wilmington Avenue) of the project site. Liquid Transport Corporation (LTC) occupies the 133,813-square-foot lot located at 21900 Wilmington Avenue and provides chemical transportation and distribution. The project site is

located in the ML-D zone which permits the current freight trucking use. The remaining four (4) parcels are vacant: 21930 Wilmington Avenue, 2061 E. 220th Street, and APNs 7316-025-812 and -814. Existing on-site vegetation includes grasses, limited shrubs, and trees along the property boundaries.

Site Plan

The project site consists of five lots and is bound by Wilmington Avenue to the west and East 220th Street to the south. The existing five lots will be merged into one property via a lot merger. A lot merger is currently being processed by the Engineering Department.

The proposed warehouse will be centrally located with truck/trailer parking spaces to the north and passenger vehicle parking located to the east, west and south of the building. The location and building orientation minimizes the visual impact of the warehouse from the street view. New landscaping is proposed throughout the project site and other related site improvements are also proposed.

Transportation, Access, Parking, and Traffic

Vehicular access to the proposed project is provided via three driveways on East 220th Street and one driveway on Wilmington Avenue. Two of the three driveways on 220th Street are 30-feet wide and the third is 40-feet wide. The driveway on Wilmington Avenue is 40-feet wide. The two 40-feet wide driveways will provide truck access to the rear of the building along the north side of the site where the truck trailer parking stalls and loading docks are located. All four driveways provide passenger vehicle access to the passenger vehicle parking along the south and west sides of the site.

Proposed accessible pedestrian paths of travel are provided from Wilmington Ave. and 220th Street leading to the building entrances.

No vehicle parking will be permitted in the fire access drive aisle to facilitate Fire Department emergency vehicle response. The proposed access features provide safe and convenient vehicle and pedestrian circulation.

The traffic impact analysis projects 706 vehicle daily trips (437 passenger cars and 269 trucks). The City's Traffic Engineer reviewed the traffic analysis and concurs with the determination.

The off-street parking requirement calculation is 1 parking space per every 1,500 square feet of gross floor area. The project proposes 300 off-street parking spaces including ADA parking, and 100 truck/trailer parking spaces consisting of 9 designated loading truck parking satisfying the parking requirements for building.



Warehouse Building Area	
Total Building Floor Area	420,000 sq. ft. @ 1:1500 parking ratio
Off-Site Parking Requirements	
Required Parking	280 Parking Spaces
Proposed Parking	300 Parking Spaces
On-Site Truck Parking	
Truck/Trailer	100 Parking Spaces

Building and Architecture

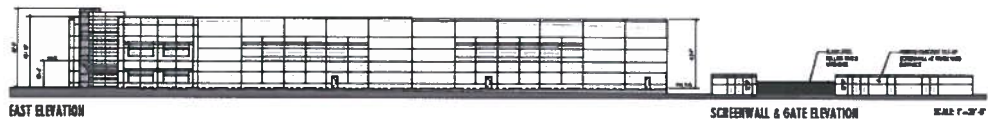
The proposed warehouse has 65 dock doors and a 405,800-square-foot footprint with 14,200-square feet of mezzanine office, totaling 420,000-gross-square-feet. The project is designed in a contemporary architectural style consisting of painted concrete tilt-up panels, and a variety of scales and forms. The exterior paint consists of four varying shades of grey designed to help provide visual interest.

The elevations fronting along Wilmington Avenue and East 220th Street provide wall plane variation and massing articulation. The building's height is varied on all sides ranging from 42'-7" to 48'-9" with the greatest amount of height variation occurring along the elevations facing South Wilmington Avenue and East 220th Street. The variation helps breakup the overall massing into distinct elements, emphasizing the horizontal, rather than the vertical, aspects of the building.

Integrated aluminum canopies are located over the main entries, blue reflective window glazing are proposed along the west, south and portion of the east elevations, and skylights are proposed to expand natural lighting opportunities for the indoor environment of the building.



Architectural drawing of the West Elevation of the Wilmington Avenue building. The drawing shows a long, multi-story building with a series of windows and a central entrance. Labels include "WILMINGTON AVENUE" on the left, "WILMINGTON AVENUE" on the right, and "WILMINGTON AVENUE" at the bottom. A scale bar at the bottom right indicates "SCALE 1/8" = 1'-0".



There are 10-foot-high and 8-foot-high existing fences along the north and east boundary lines. The applicant proposes adding a decorative metal material to the interior side of the north fence to improve their appearance and new landscaping in front of the existing eastern fence. New 8-foot-high interior wrought iron fence and gate systems are proposed along the building perimeter.

No signage is being proposed because the project is speculative with no identified tenant.

Bio-swaales are proposed along the street frontages and eastern boundary which will be a landscape element that assists with cleaning and collecting run-off water from the site.

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trees and other vegetation to be planted within the public right-of-way along Wilmington Avenue

The existing median along Wilmington Ave. shall be closed due to removal of the existing driveway along Wilmington Avenue and shall be modified to have landscape and irrigation. The new landscape and irrigation shall match the existing landscape located within the median. Public right-of-way irrigation is proposed subject to the Standards & Specifications for Public Works Construction (SSPWC) standards.

Logistics Facilities Moratorium

On March 21, 2017, the City Council approved Ordinance No. 17-1615U, an Interim Ordinance implementing a 45-day 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 thereof. On May 2, 2017, the City Council approved Ordinance No. 17-1618U extending the moratorium until 10 months and 15 days following the May 2, 2017 date of ordinance adoption.

As a logistics facility, staff determined the proposed project was subject to the ordinance. As such, On May 9, 2017, the applicant filed a request for an Exception in order for staff to continue processing the application. On May 16, 2017, the City Council approved the Exception request and adopted Resolution No. 17-065 subject to the following Provisions of Section 6.A.1, 4, 5, 8, 9, 10, 11, 12, 13, and 14:

- 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.
- 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.
- The facility enters into a development impact fees agreement with the City.
- 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;



- The use will not constitute a threat to the public health, safety, and welfare.

Development Agreement

Staff had anticipated using a Development Agreement (DA) to obligate the applicant to pay the Community Facilities District (CFD) annual assessment. Since then staff has commenced the process of formation of a Citywide CFD(s) to collect the appropriate CFD assessments from this applicant and others as well. Therefore, the Applicant has requested that the City consider allowing the applicant to also enter into a DIF/CFD agreement instead of a DA and to be bound to enter into the CFD once the formation is completed, Exhibit 1. Therefore, the City Attorney's office has prepared an agreement that obligates the applicant to participate in this Citywide CFD as well as pay the Development Impact Fee (DIF). As a result, no action is necessary on the Development Agreement and staff will close out the Development Agreement application.

DIF/CFD Agreement

Currently, the City is collecting \$2/square-foot of gross building area which will be applicable to this project. Through this agreement, the applicant will be obligated to pay \$840,000.00 as a onetime fee. Eventually, the current DIF will be replaced by the Interim Development Impact Fee (IDIF) later this year based on City's IDIF study. The IDIF will replace the \$2/square-foot fee for industrial properties and will introduce new fees on other types of development. Furthermore, after the City adopts its General Plan, a new Development Impact Fee (DIF) study will be conducted to adopt City's permanent DIF.

The City's consultant, RKA Consulting Group, has prepared the annual CFD obligations of the project which includes the following components:

Landscape Maintenance:	\$3,651.00
Street and Sidewalk Sweeping:	\$2,450.00
Street Maintenance:	\$9,076.80
Sheriff Service:	\$21,330.00
Total Annual Assessment:	\$36,507.80

The first three components of the CFD are based on street frontage of the property. The sheriff service is based on the number of employees based on the size of the building. Staff is in the initial stages of hiring a consultant to establish the Citywide CFD. Once established, all new development projects will be required to annex into this CFD. Once annexed into the CFD, the property owner would pay the CFD assessments through property taxes for perpetuity.



Environmental Health

The State Office of Environmental Health Hazard Assessment (OEHHA), on behalf of the California Environmental Protection Agency (CalEPA), maintains the California Communities Environmental Health Screening Tool, commonly referred to as CalEnviroScreen.¹ CalEnviroScreen identifies communities that are disproportionately burdened by multiple sources of pollution. According to this tool, this project site and surrounding neighborhood (aggregated as the census tract) rates as one of the most polluted and burdened in California.



Many factors, often referred to as stressors, contribute to a community's pollution burden and vulnerability and probability of health problems. These include ozone concentrations, PM 2.5 concentrations, diesel particulate matter, toxic releases from facilities and traffic density. The health effects from these factors include cardiovascular and respiratory hospitalizations, as well as but not limited to premature death.²

Staff has concerns about cumulative health risk impacts which are will be addressed in the General Plan update.

V. **Community Meeting and Public Notice**

On June 22, 2017, the applicant hosted a neighborhood meeting and about 50 people attending. Staff regularly attends these meetings and due to unforeseen circumstances staff was unable to attend this meeting. According to the applicant, the community had questions regarding the application process, the length of construction, the proposed tenants, and the type of jobs that may be offered.

¹ <https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-30>

² <https://arb.ca.gov/research/health/pm-mort/pm-mort.htm>

Public notice was posted to the project site on October 4, 2017. Notices were mailed to property owners and occupants within 500 feet. The agenda was posted at City Hall 72 hours prior to the Planning Commission meeting.

VI. Zoning and General Plan Consistency

The existing metal building was constructed with a General Plan Land Use designation of Light Industrial. The new AL2 LLC building will be constructed within the Light Industrial General Plan Land Use designation and Manufacturing Light Design Overlay, and will be consistent with the surrounding uses.

VII. Environmental Review

The City reviewed the environmental impacts of the proposed project pursuant to the California Environmental Quality Act. A Mitigated Negative Declaration (MND) was prepared and made available for a public review period from May 19, 2017 through June 20, 2017. The potentially significant impacts identified in the MND including cultural resources, hazards and hazardous materials, and noise would be reduced to less than significant through implementation of mitigation measures. The mitigation measures from the MND have been incorporated into the conditions of approval. Specific environmental issues are discussed below, Exhibit No. 4:

Biological Resources: All construction-related activities should occur outside the avian nesting season (prior to February 1 or after September 1) to avoid impacts to nesting birds and violation of state and federal laws pertaining to birds. If construction and construction noise occurs within the avian nesting season, surveys by a qualified biologist for presence of nests within 250 feet of the areas within 5 days before vegetation is required. If the surveys result in the location of active nests, no site disturbance and mobilization of heavy equipment (including but not limited to clearing and grubbing, vegetation removal, fence installation, demolition, and grading) shall take place within 300 feet of non-raptor nests and 500 feet of raptor nests, or as determined by a qualified biologist in consultation with CDFW. Monitoring shall be required to ensure compliance with the MBTA and relevant California Fish and Game Code requirements.

Cultural Resources: Any buried archaeological and/or paleontological resources would have been uncovered at the time of the initial grading of the project site. To ensure protection of archeological and paleontological resources, specialized monitors will be invited to the site prior to and during and ground disturbance.

Hazards and Hazardous Materials: Prior to demolition, conduct an asbestos survey to determine the presence or absence of asbestos-containing materials (ACMs) by a certified asbestos containment contractor. Asbestos removal shall be performed by a State certified asbestos containment contractor in accordance with the South Coast Air Quality Management District (SCAQMD) Rule 1403. Contractors performing asbestos abatement activities shall provide evidence of abatement activities to the City Building Official. During demolition, if paint is separated from building materials (chemically or physically) during demolition of the structure, the paint waste shall be

evaluated independently from the building material by a qualified lead specialist. If lead-based paint is found, a qualified lead specialist shall conduct abatement prior to any activities that would create lead dust or fume hazard subject to California Code of Regulation Title 8, Section 1532.1. Evidence of the abatement activities shall be provided to the City Building Official.

Hydrology and Water Quality: Prior to Grading Permit issuance, a Notice of Intent (NOI) shall be prepared and submitted to the State Water Resources Quality Control Board (SWRQCB), the City Building Official shall confirm that the project plans and specifications conform to the requirements of an approved Storm Water Pollution Prevention Plan (SWPPP) and the National Pollutant Discharge Elimination System (NPDES) Permit for General Construction Activities No. CAS000002, Order No. 2009-0009-DWQ, including implementation of all recommended Best Management Practices (BMPs), as approved by the SWRQCB. Upon project completion, submit a Notice of Termination (NOT) to SWRQCB. Prior to Grading Permit issuance, submit SWPPP, SUSMP, and BMP plans to the City Engineer to ensure compliance.

Noise: A noise analysis was conducted and determined that noise from construction equipment may exceed the required noise thresholds during the demolition phase. Implementation of the mitigation measures reducing the impact to unsubstantial levels are incorporated as conditions of approval.

Transportation and Traffic: The project trip generation for the site is,

AM peak hour: 72.7% passenger cars, 6.01% 2-axled trucks, 4.83% 3-axle trucks, and 16.46% 4-axle trucks; and

PM peak hour: 66.7% passenger cars, 7.33 2-axle trucks, 22% of 2-axle trucks, 17.7% of 3-axle trucks, and 60.3% of 4+-axle trucks, Exhibit No. 5.

The applicant shall submit a Construction Traffic Management Plan, obtain approval from the Traffic Engineer, and implement the Construction Traffic Management Plan addressing potential construction-related traffic detours and disruptions. The Construction Traffic Management Plan shall ensure that, to the extent practical, construction traffic would access the Project site during off-peak hours, and that construction traffic would be routed to avoid travel through, or proximate to, sensitive land uses.

The City's environmental consultant, Michael Baker Inc. (MBI), conducted a peer review of the technical studies and the initial study. MBI agreed that the Mitigated Negative Declaration is an appropriate determination.

VIII. Recommendation

That the Planning Commission:

- **APPROVE** Design Overlay Review No. 1607-16 project, subject to the conditions of approval attached as Exhibit "B" to the Resolution;



- **WAIVE** further reading and **ADOPT** Resolution No. _____, A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON APPROVING DESIGN OVERLAY REVIEW NO. 1607-16 FOR A 420,000-SQUARE-FOOT LOGISTICS FACILITY AND RELATED SITE IMPROVEMENTS, FOR A PROPERTY LOCATED AT 2061 E. 220TH STREET, 21900 WILMINGTON AVENUE, AND 21930 WILMINGTON AVENUE, ASSESSOR'S PARCEL NUMBERS 7316-025-812 AND 7316-025-814, IN THE ML-D ZONING DISTRICT

IX. Exhibits

1. Draft Resolution, Legal Description, Conditions of Approval, and DIF/CFD Agreement
2. Site Map
3. L.A. County Fire Dept. "No Further Action Letter" dated November 1, 2016
4. Initial Study Mitigation Measures Summary dated March 2017
5. Project Trip Generation Summary and Types of Truck Examples
6. Development Plans (under separate cover)

Prepared by: McKina Alexander, Associate Planner

CITY OF CARSON
PLANNING COMMISSION

RESOLUTION NO. 17-

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON APPROVING DESIGN OVERLAY REVIEW NO. 1607-16 FOR A 420,000-SQUARE-FOOT LOGISTICS FACILITY AND RELATED SITE IMPROVEMENTS, FOR A PROPERTY LOCATED AT 2061 E. 220TH STREET, 21900 WILMINGTON AVENUE, AND 21930 WILMINGTON AVENUE, ASSESSOR'S PARCEL NUMBERS 7316-025-812 AND 7316-025-814, IN THE ML-D ZONING DISTRICT

THE PLANNING COMMISSION OF THE CITY OF CARSON, CALIFORNIA, HEREBY FINDS, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. An application was duly filed by the applicant, AL2, LLC with respect to real property located at 21900 and 21930 Wilmington Avenue, and 2061 East 220th Street, APNs 7316-025-812, and 7316-025-814, as described in Exhibit "A" attached hereto, requesting the approval to construct a 420,000-square-foot industrial warehouse building ("logistics facility"), related truck/trailer parking and site improvements on a 19.85-acre project site in the ML-D (Manufacturing Light - Design Review) zone. The request includes:

- Design Overlay Review (DOR) No. 1607-17 to permit the design of new industrial warehouse ("logistics facility");

Section 2. A public hearing was duly held on October 24, 2017, at 6:30 P.M. at City Hall, Helen Kawagoe Council Chambers, 701 East Carson Street, Carson, California. A notice of time, place and purpose of the aforesaid meeting was duly given. Evidence, both written and oral, was duly presented to and considered by the Planning Commission at said meeting.

Section 3. In regards to CMC Section 9172.23 Site Plan and Design Review, the Planning Commission finds that:

- a) The proposed use and development is consistent with the General Plan, which designates the subject property for Light Manufacturing use. The proposed industrial warehouse and ancillary truck/trailer parking (logistics facility) are permitted uses for a property zoned ML-D (Manufacturing Light – Design Overlay) and consistent with the General Plan Land Use designation.
- b) The project is designed in a contemporary architectural style consisting of painted concrete tilt-up panels, and a variety of scales and forms. The exterior paint consists of four varying shades of grey designed to help provide visual interest. The project is compatible with the architecture and design of existing and anticipated development in the area, including site planning, land coverage, landscaping, appearance, scale of structures and open space.
- c) The project site is proposing adequate parking spaces and circulation will be provided to assure the convenience and safety of pedestrians and vehicles. The

Traffic Engineer has determined that the access, circulation, and proposed parking areas are satisfactory and able to accommodate safe vehicle movement.

- d) All signage associated with this project will comply with the Carson Municipal Code provisions and will be reviewed and approved by the Planning Division prior to building occupancy.
- e) The warehouse is centrally located with truck/trailer parking spaces to the north and passenger vehicle parking located to the east, west, and south of the building. The width of the warehouse faces Wilmington Ave. which helps minimize the building's mass and provides better street appeal.
- f) The warehouse has 65 dock doors and a 405,800-square-foot footprint with 14,200-square feet of mezzanine office, totaling 420,000-gross-square-feet.
- g) The warehouse is located behind (east of) a 30-foot-wide landscaped area, drive aisle, and passenger vehicle parking area front yard resulting in a front yard setback ranging from about 70 feet up to 175 feet from Wilmington Avenue. The location and building orientation minimizes the visual impact of the warehouse from the street view.
- h) The proposed project is located on five parcels totaling a net area of 19.85 acres. A parcel merger will be required for consolidation into a larger lot to allow construction of a cohesive development with an integrated design.
- i) The surrounding properties are developed with light industrial and single-family residential uses. The proposed project is compatible with the neighborhood, is consistent with the surrounding uses and development standards.
- j) There will be adequate street access and traffic capacity for the proposed logistics facility. The proposed development will have direct access via three driveways on East 220th Street and one driveway on Wilmington Avenue. Two of the three driveways on 220th Street are 30 feet wide and the third is 40 feet wide. The driveway on Wilmington Avenue is 40 feet wide. The two 40-foot wide driveways will provide truck access to the rear of the building along the north side of the site where the truck trailer parking stalls and loading docks are located. All four driveways provide passenger vehicle access to the passenger vehicle parking along the south and west sides of the site.
- k) Fire access is provided via the 40-foot wide driveways located on Wilmington Avenue and 220th Street, and the 30-foot wide driveway located on 220th Street near Wilmington Avenue.
- l) Two accessible pedestrian paths of travel are provided from Wilmington Avenue and 220th Street, respectively, leading to the building entries and accessible parking spaces, which are located adjacent to the entries.
- m) The County of Los Angeles Fire Department has reviewed the proposed project and concludes that adequate water supply will exist with the addition of two public fire hydrants on Wilmington Avenue.

- n) The off-street parking requirement calculation is 1 parking space per every 1,500 square feet of gross floor area. The project proposes 300 off-street parking spaces including ADA parking, and 100 truck/trailer parking spaces that includes 9 designated truck loading spaces satisfying the parking requirements for project.
- o) As part of the Initial Study, a Traffic Impact Analysis was conducted; the analysis projects the amount of daily traffic generated by a high-cube warehouse is 437 passenger cars and 269 trucks, totaling 706 vehicle daily trips. The City's Traffic Engineer reviewed the TIA and concurs with the determination. As a result of the expected cumulative damage by the project's truck traffic to the City's infrastructure, an interim development impact fee and participation in the community facilities district are applicable.
- p) There are existing fences along the north and east boundary lines that are approximately 10 and 8 feet in height, respectively. The applicant proposes adding a decorative metal material to the interior side of the north fence to freshen the appearance, and to add new landscape in front of the existing eastern fence. New 8-foot-high interior wrought iron fence and gate systems are proposed over 100 feet from the front property and side property lines.
- q) Landscaped areas are strategically designed along the ground-level perimeter areas and adjacent to the warehouse. The proposed landscape coverage is 100,300 square feet and is designed to significantly reduce the required water consumption of the site. The proposed landscape areas are required to comply with water-efficient landscape requirements of the City. Plant materials include a variety of colorful drought tolerant, dense, shade trees, shrubs and groundcover, which softens the appearance from the street view and provide an additional buffer.
- r) Bio-swales are proposed along the street frontages and eastern boundary which will be a landscape element that assists with cleaning and collecting of run-off water from the site.
- s) The proposed industrial warehouse development is consistent with the development standards of Section 9172.23. The proposed project is compatible with the architecture and design of existing and anticipated development in the vicinity, including the aspects of site planning, land coverage, landscaping, appearance and scale of structures and open spaces, and other features relative to a harmonious and attractive development of the area.
- t) The proposed DOR application to permit an industrial warehouse development meets the policies, goals and objectives of the General Plan and would be consistent with applicable zoning and design regulations. Therefore, all of the required findings pursuant to Site Plan and Design Review Section 9172.23 (D) can be made in the affirmative.

Section 4. With respect to Ordinance No. 17-1618U, an urgency ordinance of the City of Carson, California, implementing a temporary moratorium on the establishment, expansion, or modification of truck yards, logistic facilities, hazardous materials or waste facilities, container storage and container parking in the City of Carson that extends said moratorium until 10 months and 15 days following the May 2, 2017 date of said ordinance adoption and declaring the urgency thereof, the Planning Commission finds that on May 16, 2017, the City Council adopted Resolution 17-065 and approved an Exception allowing staff

to continue processing the applicant's request based on Section 6.A.1, 4, 5, 8, 9, 10, 11, 12, 13, and 14, as follows:

- 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.
- 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.
- The facility enters into a development impact fees agreement with the City.
- 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;
- The use will not constitute a threat to the public health, safety, and welfare.

Section 5. In regards to the CFD/DIF Agreement, the Planning Commission finds that:

- a) The Developer has agreed to pay the one-time Interim Development Impact Fee (IDIF) of \$2.00 per square foot, totaling \$840,000.00
- b) The Developer has agreed to annex into a Citywide CFD to pay for on-going services for the project which includes the following components:

Landscape Maintenance:	\$3,651.00
Street and Sidewalk Sweeping:	\$2,450.00
Street Maintenance:	\$9,076.80
Sheriff Service:	\$21,330.00
Total Annual Assessment:	\$36,507.80
- c) The Developer has entered into a DIF/CFD agreement to ensure payment of the IDIF and CFD as set forth in Exhibit "B".

Section 6. The Planning Commission further finds that the proposed project will not have a significant effect on the environment as indicated in the Initial Study and Mitigated Negative Declaration prepared for this project.

Section 7. Based on the aforementioned findings, the Commission hereby approves Design Overlay Review No. 1607-16 and Mitigated Negative Declaration with respect to the property described in Section 1 hereof, subject to the conditions set forth in Exhibit "C" attached hereto.

Section 8. The Secretary shall certify to the adoption of the Resolution and shall transmit copies of the same to the applicant.

Section 9. This action shall become final and effective fifteen days after the adoption of this Resolution unless within such time an appeal is filed with the City Clerk in accordance with the provisions of the Carson Zoning Ordinance.

PASSED, APPROVED AND ADOPTED THIS 24th DAY OF OCTOBER 2017.

CHAIRMAN

ATTEST:

SECRETARY

EXHIBIT A

Title to said estate or interest at the date hereof is vested in:

AL2 LLC, a California limited liability company, who acquired title as Alpert and Alpert Iron and Metal Company, a partnership

The land referred to in this Commitment is situated in the City of Carson, County of Los Angeles, State of California, and is described as follows:

PARCEL A: APNS: 7316-025-097; 7316-025-812

THAT PORTION OF THE SOUTH HALF LOT 3, IN BLOCK "C" OF A SUBDIVISION OF A PART OF THE RANCHO SAN PEDRO, IN THE CITY OF CARSON, AS PER MAP RECORDED IN BOOK 1, PAGE 601 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 3; THENCE ALONG THE WESTERLY LINE OF SAID LOT, NORTH 17° 05' 40" EAST 312.65 FEET; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, NORTH 89° 46' 17" EAST 129.53 FEET; THENCE AT RIGHT ANGLES TO SAID PARALLEL LINE; NORTH 00° 13' 43" WEST 30.68 FEET; THENCE PARALLEL WITH SAID SOUTHERLY LINE NORTH 89° 46' 17" EAST 1203.38 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF SAID LOT; THENCE ALONG SAID EASTERLY LINE, SOUTH 17° 04' 35" WEST 344.76 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 3; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89° 46' 17" WEST 1323.46 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL B: APNS: 7316-025-061 AND 7316-025-062 AND 7316-025-814

PARCEL 1 AND 2 OF PARCEL MAP 6198, IN THE CITY OF CARSON, AS PER MAP FILED IN BOOK 94, PAGES 88 AND 89 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



AGREEMENT FOR DEVELOPMENT IMPACT FEES AND COMMUNITY FACILITIES DISTRICT PARTICIPATION

THIS AGREEMENT (Agreement) is executed this _____ day of _____, 2017 (Effective Date), by and between the **CITY OF CARSON**, a California municipal corporation (City), and **AL2, LLC**, a California limited liability company (AL2), whose principal place of business is 1815 South Soto Street, Los Angeles, CA 90023-4268. City and AL2 may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

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 to 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, 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 allow exceptions to the application of the Ordinance if, based on substantial evidence presented, it determines any or a combination of the following for a specific project:

1. 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.
2. Application of the Ordinance would impose an undue financial hardship on a property or business owner.
3. 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.

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;

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;

12. The use is not and will not become a hazardous materials facility, a truck yard, or a container storage facility;

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.

WHEREAS, on March 7, 2016, AL2 submitted a Design Overlay Review (DOR) application to allow for construction of a 420,000 square-foot Logistics Facility on a 20-acre parcel located at 21900 and 21930 S. Wilmington Street and 2061 E. 220th Street, Assessor's Parcel Numbers 7316-025-812 and 7316-025-814 (the Project), in the ML (Manufacturing Light) zone; and

WHEREAS, the Project is subject to the moratorium established by the Ordinance; and

WHEREAS, on May 9, 2017, AL2 filed a request for an exception to the Ordinance to allow filing and processing of all applications and/or permits necessary for the construction of the Project; and

WHEREAS, as of the date of the adoption of Interim Urgency Ordinance No. 17-1615U, the Project had begun, but had not completed, the process of obtaining the necessary entitlements; to wit, the site plan, landscape plan, and the elevations of the Project have been finalized, and a revised initial study has been submitted, but no approvals have issued; and

WHEREAS, on May 16, 2017, the City Council adopted Resolution No. 17-065, approving an exception to the Ordinance for the Project (the Exception), subject to certain conditions precedent, including that AL2 will pay the one-time interim Development Impact Fee (DIF) of \$2.00 per square foot, totaling \$840,000.00; and

WHEREAS, AL2 has also agreed to form, fund, and participate in one or more Community Facilities Districts (CFDs) to pay for on-going costs associated with the Project relating to law enforcement, street maintenance, sidewalk maintenance, landscape maintenance, street sweeping, and sidewalk cleaning and all other impacts of its Project. The CFD amounts shall be in addition to the DIF; and



WHEREAS, this Agreement furthers Goal TI-1 of the General Plan, to “[m]inimize impacts associated with truck traffic through the City, as well as the truck parking locations”; and

WHEREAS, this Agreement furthers Goal TI-2 of the General Plan, to “provide a sustainable, safe, convenient and cost -effective circulation system to serve the present and future transportation needs of the Carson community”; and

WHEREAS, this Agreement furthers Goal TI-7 of the General Plan, to “Provide improved aesthetic enhancements to and maintenance of the City’s transportation corridors”; and

WHEREAS, AL2 entered into a reimbursement agreement with City on June 30, 2017 (the Reimbursement Agreement), pursuant to which AL2 agreed to reimburse the City for “all reasonable costs and fees” related to the Project, including staff time, attorneys’ fees, consultant fees, and any other administrative costs related to the Project, this Agreement, the formation and administration of the CFD(s) and any other administrative or legal costs incurred by the City to effect the Project; and

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Incorporation of Recitals.** The Parties hereby incorporate the Recitals as though fully set forth herein.

2. **AL2 Responsibility for DIF Amount.** AL2 shall be responsible for payment of one-time impact fees of \$2/square foot. The Project contemplates a 420,000 square foot Logistics Facility. Based on the square footage of the Project, AL2 will be responsible for development impact fees in the amount of \$840,000 (DIF Amount), provided that if the Project increases or decreases in size, the DIF Amount will be adjusted accordingly at the same rate. AL2 shall submit payment of the DIF Amount within 10 days of execution of this Agreement. No building permits shall be issued prior to the full payment of the DIF Amount.

2.1 **Allocation of DIF; Interest on Deposit.** Any amounts deposited by AL2 shall be used by the City to pay for increased accumulative impacts due to the Project on the City’s infrastructure, including but not limited to, any or all of the following: Traffic and circulation (roads, sidewalks, and signals); Public Safety (Fire and Sheriff’s stations); Parks and open space (park land/improvements and trails and bikeways); Library; Noise (sound walls); Flood control and stormwater. Interest accruing upon any such deposit shall inure to and be created for the benefit of the City.

3. **AL2 Responsibility Relating to CFDs.** City intends to form one or more citywide CFDs to finance the ongoing costs of the following: law enforcement, street and sidewalk maintenance, landscape maintenance, street sweeping and sidewalk cleaning, and other eligible impacts of the Project within the applicable CFD(s) (the CFD Services). AL2 has agreed to and shall participate in any CFD(s) created by the City Council for the purpose of offsetting the ongoing impacts of the Project (the CFD Benefits), in accordance with the CFD Cost



Allocation attached hereto as Exhibit "A" and incorporated by reference, subject to each of the following:

3.1 The CFD(s) shall impose on AL2 an annual CFD Assessment, which may be adjusted annually by City to offset the rising cost of providing the CFD Services.

3.2 The CFD Benefits shall benefit the Project property to at least the same roughly proportionate percentage of the Project property's share of the total CFD assessments for the CFD(s).

3.3 The CFD Benefits shall not encroach upon the Project property, impact the use or development of the Project property, or in any way limit the applicant's right to complete the Project as approved through the DOR.

3.4 All substantive and procedural requirements of State law related to the formation of the CFD(s), the rate and method of apportionment of the CFD Assessments, the issuance of bonds if applicable, and any other State requirements related to the formation and implementation of the CFD shall be followed.

3.5 AL2 shall take active steps to annex the Project property into any applicable CFD as it is formed by the City Council, and will not unreasonably delay participation. Unreasonable delay includes but is not limited to failure to attend duly noticed public hearings to annex the Project property in a CFD(s), and failure to cooperate with City on scheduling and attendance of said hearings. A delay of 6 months from the date of a duly noticed public hearing to annex the Project property into a CFD(s) will constitute a rebuttable presumption that AL2 is unreasonably delaying the proceedings. This requirement shall survive the term of this Agreement.

3.6 Consistent with but not limited by the Reimbursement Agreement, AL2 shall reimburse City for all costs related to the formation and administration of the CFD(s) as it relates to the Project, including but not limited to consultant and engineering costs, staff time, and attorneys' fees; as deemed necessary by the City in order to effect the CFD(s) and ensure proper annexation of the Project property into the CFD(s). AL2 shall only be responsible for its pro rata share of the costs related to the formation and administration of citywide CFD(s).

3.7 If, at the time of issuance of the Project's Certificate of Occupancy, the City Council has not formed the CFD(s), AL2 shall make a good faith deposit to the City in an amount equivalent to three years of CFD Assessment (the CFD Deposit). Once the CFD(s) is formed and the Project property is annexed in the CFD(s), a pro rata portion of the CFD Deposit will be refunded to AL2. AL2 shall continue to make good faith CFD Deposits in 3-year increments until the CFD(s) is formed, for a maximum of four 3-year terms. Interest accruing upon any such deposits shall inure to and be created for the benefit of the City.

3.8 In the event that the City Council declines to form a citywide CFD(s), AL2 agrees to and shall participate in a CFD(s) limited to the Project property, subject to all other provisions of this section.



4. **Default by AL2; Remedies.** AL2 shall be responsible for complying with all the provisions of this Agreement, and the DOR's Conditions of Approval. In the event that City must enforce any of the provisions of this Agreement, or any of the DOR's Conditions of Approval:

a. City shall give notice to AL2 of any default and the reasons for such default. The notice shall include a reasonable timeframe in which AL2 may cure the default.

b. Upon AL2's failure to cure the default within the time provided in the notice of default:

(i) The City may immediately issue a stop-work order on the Project and may take such further action as the City deems appropriate, including denial, suspension, or revocation of AL2's permits and/or land use entitlements; and

(ii) The City may seek judicial enforcement of any provision of this Agreement, including but not limited to, recovering amounts payable to City as DIF or CFD Assessment, and obtaining specific performance.

4.2 **Liquidated Damages.** In the event that AL2 fails to annex the Project property into the applicable CFD(s), since the determination of actual damages for any breach of the Agreement by AL2 may be extremely difficult or impractical to determine in the event of a breach of this Agreement, AL2 shall be liable for and shall pay to the City the sum of Eight Hundred Sixty Seven Thousand and Sixty Dollars (\$867,060) as liquidated damages.

4.3 **Attorneys' Fees.** If either party to this Agreement is required to initiate or 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.

4.4 This section will not be interpreted to curtail any of the City's remedies at law or equity against AL2 for any violation of its codes in their use of the facility, nor shall it be interpreted as a waiver of any defense of AL2.

5. **Additional Taxes, Fee, and Charges.** AL2 shall pay all normal and customary fees and charges applicable to all permits necessary for the Project, and any taxes, fees, and charges hereafter imposed by City in connection with the Project which are standard and uniformly-applied to similar projects in the City.

6. **Term.** This Agreement shall remain in effect for a period of twelve years from the Effective Date or from the full and final conclusion (including any potential appeals) of any litigation arising from or connected to the City's approval of the application.



7. **Indemnification.**

7.1 Indemnification and Hold Harmless.

a. Non-liability of City. The Parties acknowledge that there may be challenges to the legality, validity, and adequacy of this Agreement in the future; and if successful, such challenges could delay or prevent the performance of this Agreement and the development of the Project.

b. Participation in Litigation: Indemnity. AL2 agrees to indemnify, protect, defend, and hold harmless the City and its officials, officers, employees, agents, elected boards, commissions, departments, agencies, and instrumentalities thereof, from any and all actions, suits, claims, demands, writs of mandamus, liabilities, losses, damages, penalties, obligations, expenses, and any other actions or proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures) asserted by third parties against the City that challenge, or seek to void, set aside, or otherwise modify or annul, the action of, or any approval by, the City for or concerning this Agreement (including, but not limited to, reasonable attorneys' fees and costs) (herein the "Claims and Liabilities") whether such Claims and Liabilities arise out of under planning and zoning laws, the Subdivision Map Act, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction. In the event any action for any Claims and Liabilities is brought against the City and/or related parties, upon City's notification to AL2 of the pendency of a claim or suit, AL2 shall make a minimum deposit sufficient to pay all of AL2's indemnification obligations for the following 90 days, which includes legal costs and fees anticipated to be incurred as reasonably determined by the City. AL2 shall make deposits required under this section within 5 days of the City's written request. At no point during the pendency of such claim or suit, shall the minimum balance of the deposit fall below fifteen thousand dollars (\$25,000).

If AL2 fails to timely pay such funds, the City may abandon the action without liability to AL2 and may recover from AL2 any attorneys' fees and other costs for which the City may be liable as a result of abandonment of the action. It is expressly agreed that the City shall have the right to utilize the City Attorney's office or use other legal counsel of its choosing. AL2's obligation to pay the defense costs of the City shall extend until final judgment, including any appeals. City agrees to fully cooperate with AL2 in the defense of any matter in which AL2 is defending and/or holding the City harmless. The City may make all reasonable decisions with respect to its representation in any legal proceeding, including its inherent right to abandon or to settle any litigation brought against it in its sole and absolute discretion.

c. Exception. The obligations of AL2 under this Section shall not apply to any claims, actions, or proceedings arising through the sole negligence or willful misconduct of the City, its members, officers, or employees.

7.2 Period of Indemnification. The obligations for indemnity under this Section 7.2 shall begin upon the Effective Date and shall survive termination of this Agreement.

8. **Assignment.** AL2 may not assign this Agreement to any other entity unless agreed to in writing by the City and upon proof of the financial viability of the successor entity to fulfill the Agreement's obligations. The City's consent to assignment shall not be unreasonably withheld.

9. **Relationship Between the Parties.** The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between City and AL2. Nothing herein shall be deemed to make AL2 an agent of City.

10. **Authority to Enter Agreement.** AL2 hereby warrants that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

11. **Notices.** All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City: City of Carson
701 East Carson Street
Carson, California 90745
Attn: Saied Naaseh, Planning Manager

Copy to: Aleshire & Wynder, LLP
18881 Von Karman Ave. Suite 1700
Irvine, CA 92612
Fax: 949-223-1180
email: sks@awattorneys.com
Attn: Sunny Soltani

To AL2: AL2 Properties, LLC
1815 South Soto Street
Los Angeles, CA 90023-4268
Attn: Howard Farber, CEO

Copy to: Cox Castle Nicholson
3121 Michelson Drive, Suite 200
Irvine, CA 92612
Fax: (949) 260-4699
Attn: Tim Paone, Esq.

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail; and by email, upon the sender's receipt of an email from the recipient acknowledging receipt.

12. **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

13. **Construction; References; Captions.** It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days, provided, however that any deadline that falls on a weekend or holiday shall be extended to the next City business day. All references to AL2 include all personnel, employees, agents, and contractors of AL2, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

14. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

15. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

16. **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

17. **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

18. **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19. **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, AL2 expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

20. **Time is of the Essence.** Time is of the essence to this Agreement.

21. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

22. **Entire Agreement.** This Agreement, along with its exhibits, contains the entire agreement between City and AL2 and, supersedes any prior oral or written statements or agreements between City and AL2 with respect to the subject matter of this Agreement.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

AL2:

AL2, LLC

By: _____

Name: Howard Farber

Its: Managing Member

ATTEST:

By: _____

Its: _____

CITY:

CITY OF CARSON, a California municipal corporation

By: _____

Its: City Manager

APPROVED AS TO FORM:

By: _____

Sunny K. Soltani, City Attorney

[EQG]



EXHIBIT "A"
CFD COST ALLOCATION





8/21/2017

City of Carson
2017 Maintenance Facilities District
Project - Alpert Trucking Warehouse

Summary Sheet		Subtotal
Landscape Maintenance (Annual Cost)		\$3,651.00
Street Sweeping and Sidewalk Cleaning and Maintenance (Annual Cost)		\$2,450.00
Sheriff Service (Annual Cost)		\$21,330.00
Street Maintenance (Annual Cost)		\$9,076.80
Total Annual Maintenance Costs		\$36,507.80

Off-Site Street Rehabilitation is being completed by Caltrans as part of the I-405 /
Wilmington Ave. Corridor Project

Street Maintenance	Functional Classification	Condition and Category	Treatment Type	Unit	Quantity	Unit Cost	Subtotal
Perimeter Streets (Full width Rehabilitation)							
East 220th Street (South boundary)	Collector (AC)	Very Good*	Crack Seal, Slurry, and Overlay	SY	2,856.00	\$1.60	\$4,569.60
South Wilmington Avenue (Westerly boundary)	Arterial (AC)	Very Good*	Crack Seal, Slurry, and Overlay	SY	2,817.00	\$1.60	\$4,507.20
Path of Travel to Freeway							
Wilmington Avenue - One Lane each Direction (Removed)	Arterial (AC)	Very Good*	Crack Seal, Slurry, and Overlay	SY	-	\$1.60	\$0.00
Ramp Intersections at Interstate 405 (Full Width) (Removed)	Arterial (AC)	Very Good*	Crack Seal, Slurry, and Overlay	SY	-	\$1.60	\$0.00
			Subtotal				\$9,076.80
			Developer's Share			100%	\$9,076.80

Developer's Share of Streets Maintenance Costs

\$9,076.80

Notes:

* Pavement Condition is dependent on Street Rehabilitation being completed.

See the City of Carson's 2016 Pavement Management Program Update for pavement maintenance plan.

Unit costs are based on crack seal and slurry every 7 years with a thin AHRM overlay every 21 years; per the Pavement Management Program.

Quantity is based on maintenance of half-width street across project frontage only.



2017 Maintenance Facilities District

Project - Alpert Trucking Warehouse

8/23/2017

Sheriff Service	Unit	Quantity	Unit Cost	Subtotal
Incremental Project Jobs and Cost Impact				
Low Employment Rate	Jobs	131	\$79.00	\$10,349.00
High Employment Rate	Jobs	270	\$79.00	\$21,330.00

Use High Employment Rate

\$21,330.00

Projections based on value of existing Sheriff's contract for services.
Per Unit FTE driven from the June 25, 2017 Fiscal Impact Peer Review



City of Carson
2017 Maintenance Facilities District

Project - Alpert Trucking Warehouse

8/21/2017

Street and Sidewalk Sweeping	Unit	Quantity	Unit Cost	Subtotal
Perimeter Streets - Curb Line Sweeping				
East 220th Street (South boundary)	LF	1,300.00	\$0.36	\$464.10
South Wilmington Avenue (Westerly boundary)	LF	700.00	\$0.36	\$249.90
Perimeter Streets - Sidewalk Cleaning				
East 220th Street (South boundary) (No proposed sidewalk)	SF	-	\$0.31	\$0.00
South Wilmington Avenue (Westerly boundary)	SF	5,600.00	\$0.31	\$1,736.00
Subtotal				\$2,450.00
Travel Path to Freeway - Curb Line Sweeping				
Wilmington Avenue - E 220th to Interstate 405 (Removed)	LF	-	\$0.36	\$0.00
Travel Path to Freeway - Sidewalk Cleaning				
Wilmington Avenue - E 220th to Interstate 405 (Removed)	SF	-	\$0.31	\$0.00
Subtotal				\$0.00
Total Annual Sweeping and Maintenance				\$2,450.00

Curb Line Sweeping Costs and Maintenance

Street Sweeping Costs	LF	\$	0.01
Curb and Gutter Maintenance	LF	\$	0.05
Curb and Gutter Replacement (50 Year Cycle)	LF	\$	0.30
Total Unit Cost		\$	0.36

Sidewalk Cleaning and Maintenance

Sidewalk Cleaning	SF	\$	0.10
Sidewalk Maintenance	SF	\$	0.03
Sidewalk Replacement (50 Year Cycle)	SF	\$	0.18
Total Unit Cost		\$	0.31



8/21/2017

Landscape Maintenance	Unit	Quantity	Unit Cost	Subtotal
Perimeter Streets (Parkway Landscaping)				
East 220th Street (South boundary) (Developer to Maintain)	LF	-	\$3.43	\$0.00
South Wilmington Avenue (Westerly boundary) (Developer to Maintain)	LF	-	\$3.43	\$0.00
Perimeter Streets (Center Median Landscaping)				
East 220th Street (South boundary) (No Center Median)	LF	-	\$3.43	\$0.00
South Wilmington Avenue (Westerly boundary) 13' Wide	LF	400.00	\$3.43	\$1,372.00
Subtotal				\$1,372.00
Perimeter Streets (Parkway Trees)				
East 220th Street (South boundary) 1172 LF (Developer to Maintain)	EA		\$53.00	\$0.00
South Wilmington Avenue (Westerly boundary) 640 LF	EA	26	\$53.00	\$1,378.00
Perimeter Streets (Center Median Trees)				
East 220th Street (South boundary) - No Center Median	EA	-	\$53.00	\$0.00
South Wilmington Avenue (Westerly boundary) 400 LF	EA	17	\$53.00	\$901.00
Subtotal				\$2,279.00
Total Annual Landscape Maintenance				\$3,651.00

Parkway and Median Landscaping Costs

Vegetation Maintenance - 10.2 cents/sf	LF	\$	1.33
Irrigation Maintenance	LF	\$	0.88
Structure Maintenance	LF	\$	0.44
Vegetation Replacement (25 Year Cycle)	LF	\$	0.60
Irrigation Replacement (25 Year Cycle)	LF	\$	0.12
Structure Replacement (25 Year Cycle)	LF	\$	0.06
Total Unit Cost		\$	3.43

Tree Maintenance Costs

Tree Maintenance (25 Foot Spacing)	EA	\$	35.00
Tree Well Maintenance	EA	\$	4.00
Tree Replacement (25 Year Cycle)	EA	\$	10.00
Tree Well Replacement (25 Year Cycle)	EA	\$	4.00
Total Unit Cost		\$	53.00



AL2 PROJECT

Parcel APN(s) 7316025062,7316025812,7316025061,7316025097,7316025814

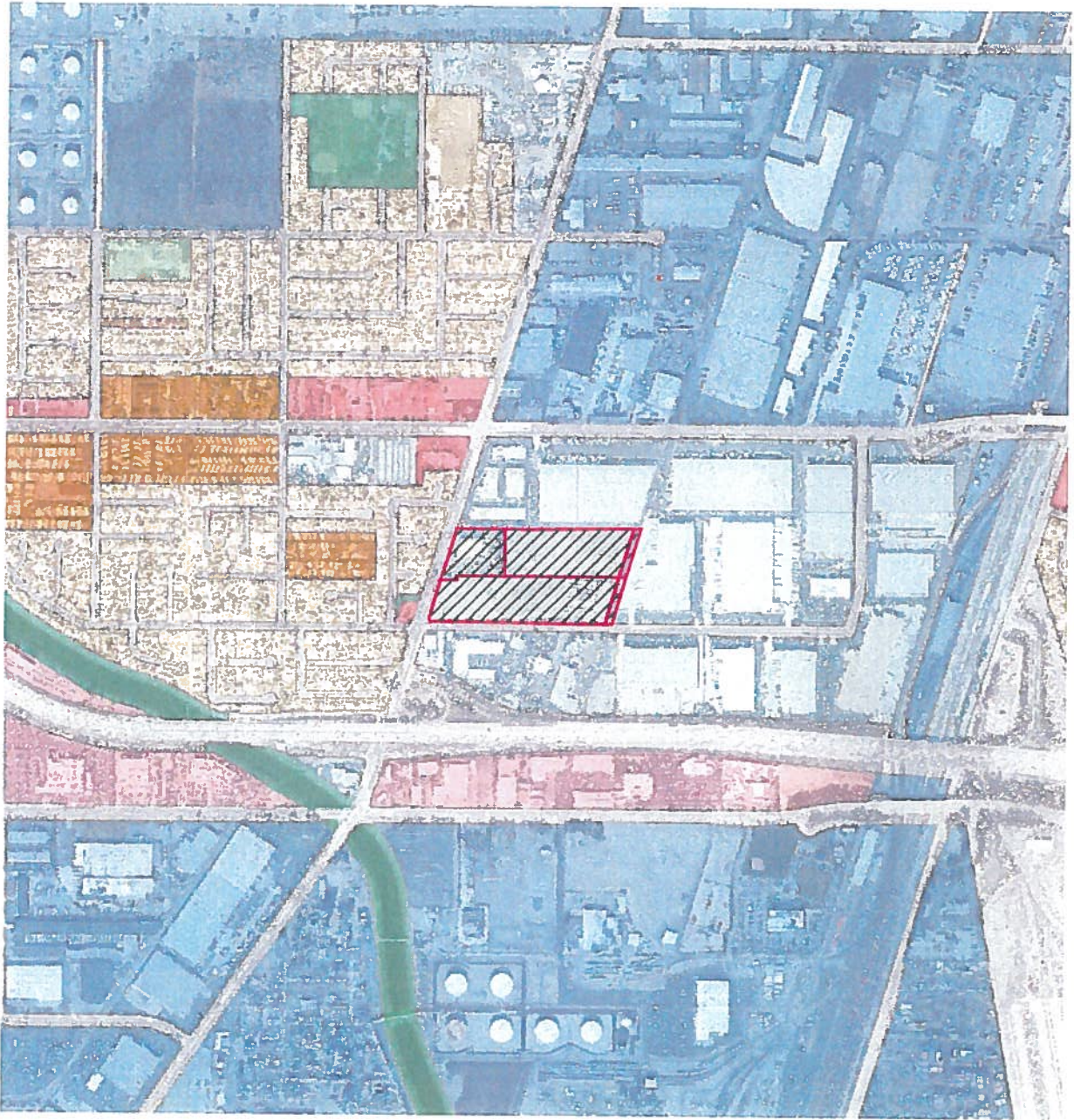


EXHIBIT NO. 2 -

CONDITIONS OF APPROVAL

A. GENERAL CONDITIONS

1. The Developer shall enter into an Agreement For Development Impact Fees And Community Facilities District Participation with the City. In accordance with this agreement, Developer shall be responsible for payment of one-time impact fees of \$2/square foot. The Project contemplates a 420,000 square foot Logistics Facility. Based on the square footage of the Project, Developer will be responsible for development impact fees in the amount of \$840,000 (DIF Amount), provided that if the Project increases or decreases in size, the DIF Amount will be adjusted accordingly at the same rate. No building permits shall be issued prior to the full payment of the DIF Amount.

2. City intends to form one or more citywide CFDs to finance the ongoing costs of the following: law enforcement, street and sidewalk maintenance, landscape maintenance, street sweeping and sidewalk cleaning, and other eligible impacts of the Project within the applicable CFD(s) (the CFD Services). Developer has agreed to and shall participate in any CFD(s) created by the City Council for these purpose so as to offset the ongoing impacts of the Project (the CFD Benefits), in accordance with the CFD Cost Allocation attached as Exhibit "A" to the Agreement For Development Impact Fees And Community Facilities District Participation, subject to each of the following:

- a. The CFD(s) shall impose on Developer an annual CFD Assessment, which may be adjusted annually by City to offset the rising cost of providing the CFD Services.
- b. The CFD Benefits shall benefit the Project property to at least the same roughly proportionate percentage of the Project property's share of the total CFD assessments for the CFD(s).
- c. The CFD Benefits shall not encroach upon the Project property, impact the use or development of the Project property, or in any way limit the applicant's right to complete the Project as approved through this DOR.
- d. All substantive and procedural requirements of State law related to the formation of the CFD(s), the rate and method of apportionment of the CFD Assessments, the issuance of bonds if applicable, and any other State requirements related to the formation and implementation of the CFD shall be followed.
- e. Developer shall take active steps to annex the Project property into any applicable CFD as it is formed by the City Council, and will not unreasonably delay participation. Unreasonable delay includes but is not limited to failure to attend duly noticed public hearings to annex the Project property in a CFD(s), and failure to cooperate with City on scheduling and attendance of said hearings. A delay of 6 months from the date of a duly noticed public hearing to annex the Project property into a

CFD(s) will constitute a rebuttable presumption that Developer is unreasonably delaying the proceedings. This requirement shall survive the term of this Agreement.

- f. Consistent with but not limited by the Reimbursement Agreement, Developer shall reimburse City for all costs related to the formation and administration of the CFD(s) as it relates to the Project, including but not limited to consultant and engineering costs, staff time, and attorneys' fees; as deemed necessary by the City in order to effect the CFD(s) and ensure proper annexation of the Project property into the CFD(s). Developer shall only be responsible for its pro rata share of the costs related to the formation and administration of citywide CFD(s).
 - g. If, at the time of issuance of the Project's Certificate of Occupancy, the City Council has not formed the CFD(s), Developer shall make a good faith deposit to the City in an amount equivalent to three years of CFD Assessment (the CFD Deposit). Once the CFD(s) is formed and the Project property is annexed in the CFD(s), a pro rata portion of the CFD Deposit will be refunded to Developer. Developer shall continue to make good faith CFD Deposits in 3-year increments until the CFD(s) is formed, for a maximum of four 3-year terms. Interest accruing upon any such deposits shall inure to and be created for the benefit of the City .
 - h. In the event that the City Council declines to form a citywide CFD(s), Developer agrees to and shall participate in a CFD(s) limited to the Project property, subject to all other provisions of this section.
3. In the event of default by Developer of Conditions 1 and 2 above:
- a. City shall give notice to Developer of any default and the reasons for such default. The notice shall include a reasonable timeframe in which Developer may cure the default.
 - b. Upon Developer's failure to cure the default within the time provided in the notice of default:
 - c. The City may immediately issue a stop-work order on the Project and may take such further action as the City deems appropriate, including denial, suspension, or revocation of Developer's permits and/or land use entitlements; and
 - d. The City may seek judicial enforcement to recover amounts payable to City as DIF or CFD Assessment, and obtaining specific performance.
 - e. Liquidated Damages. In the event that Developer fails to annex the Project property into the applicable CFD(s), since the determination of actual damages for any breach of the Agreement by Developer may be extremely difficult or impractical to determine in the event of a breach of this



Agreement, Developer shall be liable for and shall pay to the City the sum of Eight Hundred Sixty Seven Thousand and Sixty Dollars (\$867,060) as liquidated damages.

- f. Attorneys' Fees. If either party to this Agreement is required to initiate or 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.
- g. This section will not be interpreted to curtail any of the City's remedies at law or equity against Developer for any violation of its codes in their use of the facility, nor shall it be interpreted as a waiver of any defense of Developer.

4. Prior to Building and Safety plan check submittal, these Conditions of Approval, and the 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. Copies shall be included in all development plan submittals, including any revisions and the final working drawings.

5. The Developer shall submit two complete sets of plans to the Planning Divisions that conform to all the Conditions of Approval, to be reviewed and approved by the Planning Division prior to the issuance of any building permits.

6. At all times the Developer shall comply with all City, County, State and Federal regulations applicable to this Project.

7. The Developer shall make any necessary site plan and design revisions to the site plan and elevations in order to comply with all the Conditions of Approval and applicable Zoning Ordinance provisions. Any revisions shall be approved by the Planning Division prior to Building and Safety plan check submittal. Modifications that extend beyond the original intent of the approvals constitute substantial revisions and require review and approval by the Planning Commission, per Section 9172.23(H) of the Carson Municipal Code.

8. The Developer shall sign an Affidavit of Acceptance form and submit the document to the Planning Division within 30 days of approval of these conditions by the Planning Commission.

9. A modification of these Conditions of Approval, including additions or deletions, may be considered upon filing of an application by the Developer 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 applicable law, statute, or ordinance is violated, this Design Overlay Review may be revoked by the Planning Commission; provided Developer has been given written notice to cease such violation and a reasonable time to cure, and has failed to do so.

11. Precedence of Conditions. With respect to any obligations of Developer arising from permits or approvals issued or granted by the City to implement this Project, if those obligations conflict with these Conditions of Approval, these Conditions shall take precedence.

12. City Approvals. Except where the City's Municipal Code or these Conditions of Approval expressly requires otherwise, all approvals referenced in these Conditions of Approval as needing to be granted by the City 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 pursuant to the Reimbursement Agreement between Developer and the City, executed on June 30, 2017.

13. 10. Deposit Account. A trust deposit account shall be established for all deposits and fees required for the conditions of approval in accordance with the Reimbursement Agreement (Exhibit "E").

14. Indemnification. Developer agrees to defend, indemnify and hold harmless the City of Carson, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, or in any way related to any damage or harm to people or property, real and personal, that may result from Developer's operations or any claims against the City. The City will promptly notify Developer of any such claim, action, or proceeding against the City and Developer will pay the City's associated legal costs and will advance funds assessed by the City to pay for defense of the matter by the City Attorney. The City will cooperate fully in the defense. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the Developer's consent but should it do so, the City shall waive the indemnification herein, except, the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein. 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, and shall make additional deposits as requested by the City to keep the deposit at such level. The City may ask for further security in the form of a deed of trust to land of equivalent value. If Developer fails to provide or maintain the deposit, the City may abandon the action and Developer shall pay all costs resulting therefrom and the City shall have no liability to Developer .Developer

15. Approval of Design Overlay Review No. 1607-16 is contingent upon City Council adoption of the Mitigated Negative Declaration for the Project (the "MND"). If as a result of City Council's adoption of the MND, any portion of Design Overlay Review No. 1607-16 becomes inconsistent with the Mitigated Negative Declaration; Developer shall file a modification to Design Overlay Review No. 1607-16 so as to correct the inconsistency.



16. Unless otherwise specified, all the Conditions of Approval herein must be met before issuance of the Certificate of Occupancy.

B. AESTHETICS

17. Prior to issuance of building permits, the Developer must submit to and obtain approval by the Planning Division of the specification of all colors and materials for the Project.

18. Along the street frontages, down spouts shall be interior to the structure or architecturally integrated into the structure to the satisfaction of the Planning Division.

19. Any roof-mounted equipment shall be screened to the satisfaction of the Planning Division.

20. Graffiti shall be removed from all areas within three (3) days 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.).

C. BUILDING DESIGN STANDARDS

21. The Project shall maintain highest standards of development, including without limitation Developer's best efforts to design the Project to meet or exceed the standards for a LEED Certified building (or equivalent techniques or designed used for the purpose of reduction of energy use as approved by the Community Development Director in writing). Systems which may be utilized would include solar panels and other alternative energy technologies.

D. FENCE/WALLS

22. The existing wall along the north property line is dilapidated. Decorative fencing or walls shall be used as a replacement. Chain-link fencing, including barbed and concertina wire, are prohibited. This condition must be met prior to issuance of Certificate of Occupancy.

23. Developer will submit a Wall and Fence Plan to the Planning and Building Divisions for review and approval. The Wall and Fence Plan shall indicate materials, colors, and height of proposed and existing walls and fences, and shall include a cross section of walls and fences indicating adjacent grades. Walls shall be designed as an integral part of the Project's architecture, and shall be constructed of tilt up concrete, brick split face, slump block, or other decorative material approved by the Planning Division. This condition must be met prior to issuance of Building Permits.

E. LANDSCAPE/IRRIGATION

24. The Project's landscaping and irrigation shall be in compliance with the provisions of Section 9168 of the Zoning Ordinance, "Water Efficient Landscaping."

25. Remove existing landscape on property adjacent to 220th Street and replace with new on-site landscape and trees pursuant to the Project landscape plans, subject to Planning Division approval.

26. 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 shall be approved by the Planning Division.

27. All landscaping shall be provided with a permanently installed, automatic irrigation system and operated by an electrically-timed controller station.

28. Installation of 6" x 6" concrete curbs are 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.

29. Installation, maintenance, and repair of all on-site landscaping shall be the responsibility of Developer.

30. Incorporate additional landscaping to screen and block specific Project areas that could be subject to graffiti as determined by the Planning Division.

F. LIGHTING

The following conditions must be met prior to issuance of the Certificate of Occupancy:

31. Developer shall provide adequate lighting of a one-foot candle average for the parking and walkway areas. Lighting is adequate when it provides sufficient visibility for safe pedestrian and vehicular traffic.

32. All exterior lighting shall be provided in accordance with Section 9147.1 of the Zoning Ordinance.

33. All lighting must be directed on-site in such a manner as to not create a nuisance or hazard to adjacent street and properties, and is subject to the approval of the Planning Division.

34. All lighting shall be directed away from all nearby residential properties in such a manner as to not create a nuisance or hazard to the residential community across Wilmington Avenue.

G. LOT MERGER

35. Complete a lot merger assembling the Project's five lots into one parcel with the Engineering Division. The Project straddles across properties 21900 Wilmington Avenue (APN



7316-025-061), 21930 Wilmington Avenue (APN 7316-025-062), 2061 E. 220th Street (APN 7316-025-097), and APNs 7316-025-812 and 7316-025-814.

H. PARKING AND PAVING

36. All parking areas and driveways shall remain clear. Blocking or impeding parking areas and/or driveways is prohibited.

37. All areas used for movement, parking, loading, or storage of vehicles shall be paved in accordance with Section 9162.0 of the Zoning Ordinance.

38. Pursuant to Sections 9162.21 and 9162.65, the Developer shall provide the required off-street parking as indicated in the Project plans.

I. SECURITY

39. The Developer shall install and maintain a recorded video system with 24-hour monitoring to serve as a deterrent to criminal and nuisance activity, subject to the approval of the Los Angeles County Sheriff's Department.

40. If security gates are desired at any access points to the project, the Los Angeles County Sheriff's Department and the Los Angeles County Fire Department will be provided access by a "KNOX" padlock. Contact the Sheriff and Fire Departments for specific requirements.

J. TRASH

41. Trash collection shall comply with the requirements of the City's trash collection company.

42. Any trash and recycling enclosure area shall be compatible with the architectural design of the main building, located on a 4-inch thick concrete pad screened by a 6-foot-high painted concrete block walls and be architecturally compatible with the main building. Solid steel self-closing doors and gates shall be provided for enclosing the entrance to the trash and recycling areas.

43. Trash enclosures shall have adjacent planters with trees, shrubs and vines for screening.

44. Trash and recycling areas shall be provided in accordance with Sections 9164.3 and 9164.4 of the Zoning Ordinance. The Planning Division will determine the number and size of recycling facilities appropriate for the Project.

45. Prior to issuance of the Building Permit, the trash and recycling area enclosure design shall be approved by the Planning Division.



K. UTILITIES

The following conditions must be met prior to issuance of the Certificate of Occupancy:

46. 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.

47. Public utility easements shall be provided at the locations required by all utility companies; Developer shall grant and maintain utility easements free and clear of obstructions; electrical utilities shall be installed underground.

48. The Developer shall remove any obstructions within the utility easements that would interfere with the use for which the easements are intended.

49. 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.

L. ENVIRONMENTAL – MND MITIGATION MEASURES

50. Except where equally effective alternative mitigation measures have been substituted by the City, in order to reduce potentially significant project impacts to a level of less than significant, the project shall implement those mitigation measures identified in the Initial Study/MND prepared by MIG dated March 2017, including mitigation measures related to Biological Resources, Cultural Resources, Hazards, Hydrology and Water Quality, Noise, and Transportation and Traffic:

51. Construction activities shall be limited to Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m. Construction activities are prohibited between the hours of 6:00 p.m. and 7:00 a.m. Monday through Friday; weekends or any Federal holidays.

52. During pre-construction and no later than 5 days before vegetation removal, survey the project site for presence of nests by a qualified biologist. Submit the survey results to the Community Development Department, Planning Division. Active nesting is present if a bird is sitting in a nest, a nest has eggs or fledglings in it, or adults are observed carrying food to the nest.

53. If pre-construction nesting bird surveys result in the location of active nests, no site disturbance and mobilization of heavy equipment (including but not limited to clearing and grubbing, vegetation removal, fence installation, demolition, and grading) shall take place within 300 feet of non-raptor nests and 500 feet of raptor nests, or as determined by a qualified biologist in consultation with the California Department of Fish and Wildlife. Monitoring shall be required to ensure compliance with the Migratory Bird Treaty Act and relevant California Fish and Game Code requirements.

54. Prior to issuance of demolition permit, the Developer shall retain an Asbestos Hazard Emergency Response Act (AHERA) and California Division of Occupational Safety and Health (Cal/OSHA) certified building inspector to conduct an asbestos survey to determine the



presence or absence of asbestos-containing materials (ACMs). If ACMs are located, the abatement of asbestos shall be completed by the Developer prior to any activities that would disturb ACMs or create an airborne asbestos hazard. Asbestos removal shall be performed by a State certified asbestos containment contractor in accordance with the South Coast Air Quality Management District (SCAQMD) Rule 1403. Contractors performing asbestos abatement activities shall provide evidence of abatement activities to the City Building Official.

55. If paint is separated from building materials (chemically or physically) during demolition of the structures, the paint waste shall be evaluated independently from the building material by a qualified Lead Specialist. If lead-based paint is found, the Developer shall retain a qualified Lead Specialist to conduct abatement prior to any activities that would create lead dust or fume hazard. Lead-based paint removal and disposal shall be performed in accordance with California Code of Regulation Title 8, Section 1532.1, which specifies exposure limits, exposure monitoring and respiratory protection, and mandates good worker practices by workers exposed to lead. Contractors performing lead-based paint removal shall provide evidence of abatement activities to the City Building Official.

56. Prior to Grading Permit issuance and as part of the Project's compliance with the National Pollutant Discharge Elimination System (NPDES) requirements, a Notice of Intent (NOI) shall be prepared and submitted to the State Water Resources Quality Control Board (SWRQCB), providing notification and intent to comply with the State of California General Permit.

57. Prior to Grading Permit issuance, the Developer shall provide confirmation to the Building and Safety that the project plans and specifications conform to the requirements of an approved Storm Water Pollution Prevention Plan (SWPPP) (to be applied for during the Grading Plan process) and the National Pollutant Discharge Elimination System (NPDES) Permit for General Construction Activities No. CAS000002, Order No. 2009-0009-DWQ, including implementation of all recommended Best Management Practices (BMPs), as approved by the State Water Resources Quality Control Board (SWRQCB).

58. Upon completion of project construction and before the Certificate of Occupancy issues, the project Developer shall submit a Notice of Termination (NOT) to the State Water Resources Quality Control Board (SWRQCB) and the Planning Division to indicate construction is completed.

59. Prior to Grading Permit issuance, the Developer shall obtain Engineering Division – Water Quality approval to ensure that project plans identify a suite of storm water quality Best Management Practices (BMPs) that are designed to address the most likely sources of storm water pollutants resulting from operation of the proposed project, consistent with the Standard Urban Storm water Mitigation Plan (SUSMP). Pollutant sources to be addressed by these BMPs include, but are not necessarily limited to landscaped areas, trash storage locations, and storm drain inlets. The design and location of these BMPs shall be subject to review and comment by the Engineering Division – Water Quality but shall generally adhere to the standards associated with the Phase II NPDES storm water permit program. Implementation of these BMPs shall be assured by the City Engineer prior to the issuance of Grading or Building Permits.



60. Prior to issuance of demolition permit, Developer shall submit a noise mitigation plan to the Planning Division verifying that construction noise shall be reduced to within the allowable levels for industrial uses throughout construction, pursuant to Section 5500 et seq. of the Carson Municipal Code. Periodic monitoring by the Planning Division shall be conducted to ensure compliance.

61. Placement of stationary construction noise sources such as generators or pumps at least 100 feet from noise sensitive land uses (schools, residences, churches), as feasible, or at maximum distance when necessary to complete work near sensitive land uses.

62. Construction staging areas must be located as far from noise sensitive land uses as feasible.

63. Should construction noise exceed allowable levels after implementation of the mitigation measures articulated in the MND, the use of sound curtains or other noise barriers shall be required, to the satisfaction of the Planning Division. The noise mitigation plan shall identify the type and location of sound curtains or other noise barriers to be utilized to reduce construction noise to within allowable levels.

64. Ensure all construction equipment is equipped with noise reducing devices that are properly maintained.

65. Construction equipment may not idle, and must be turned off when not in use.

66. Developer must maintain equipment so that vehicles and their loads so as to avoid rattling and banging noises.

67. To ensure protection of archaeological and paleontological resources, specialized monitors will be invited to the site prior to and during ground disturbance.

68. Prior to issuance of Grading Permit or earth moving activities, the Developer must conduct Archaeological and Paleontological Sensitivity Training for Construction Personnel. The Developer must retain a qualified professional archaeologist and paleontologist, approved by the Director of Community and Economic Development, or designee, who meets U.S. Secretary of the Interior's Professional Qualifications and Standards, to conduct an Archaeological and Paleontological Sensitivity Trainings for construction personnel before commencing excavation activities. The training sessions must be carried out by a cultural resources professional with expertise in archaeology and paleontology, who meets the U.S. Secretary of the Interior's Professional Qualifications and Standards. The training session will include a handout and will focus on how to identify archaeological resources that may be encountered during earthmoving activities and the procedures to be followed in such an event, the duties of archaeological and paleontological monitors, and, the general steps a qualified professional archaeologist and paleontologist would follow in conducting a salvage investigation if one is necessary.

69. In case any archaeological and/or paleontological resources are uncovered during ground disturbance, the contractor shall stop work in the immediate area of the find, ensuring that uncovered resources are evaluated, left in place if possible, or curated as recommended by a



professional archaeologist and/or paleontologist, and the cultural recovery process monitored by a Native American representative of the Professional Native American Cultural Resource Monitors. Work may continue outside of the area of the find and the project archaeologist shall file a report regarding the information with the City Community Development Director.

70. Idling of all vehicles in excess of five minutes is prohibited.

71. Post signs on-site informing truck drivers about the California Air Resources Board (CARB) diesel idling regulations and the health effects of diesel particulate matter.

72. Post signs adjacent to the gate entries of the project site near the gates, requiring the following:

- Truck drivers shall turn off engines when not in use;
- Trucks shall not idle for more than five minutes; and
- Telephone numbers of the California Air Resources Board to report violations.

73. The use of 2010 and newer haul trucks (e.g., material delivery trucks and soil import/export) is strongly encouraged or as required by law. In the event that that 2010 model year or newer diesel haul trucks cannot be obtained, provide documentation as information becomes available and use trucks that meet EPA 2007 model year NOx emissions requirements, at a minimum.

74. On-site equipment should be alternative fueled as often as possible.

75. Provide two (2) electric vehicle (EV) parking stalls and install conduits with panel capacity for the remaining vehicle parking spaces (including for trucks) to provide future EVSE spaces per the California Green Building Standards Code ("CAL Green Code").

M. BUILDING AND SAFETY DIVISION – COUNTY OF LOS ANGELES

76. Developer will provide one path of travel walkway beginning at the Wilmington Avenue public right-of-way and terminating at the building entrance, and two paths of travel walkways beginning at 220th Street and terminating at the office entrances facing 220th Street.

77. Prior to Building Permit issuance, Developer must submit construction plans for plan check review and approval by the Building & Safety Division.

78. Developer shall obtain all necessary Building Permits and an approved final inspection for the proposed Project.

79. Prior to issuance of Building Permits, proof of Developer's worker's compensation and liability insurance must be on file with the Los Angeles County Building and Safety Division, City of Carson.



N. PUBLIC WORKS – ENGINEERING DIVISION

General Conditions

80. The Developer shall submit a copy of approved grading plans on bond paper to the Engineering Division, prior to issuance of grading permits.

81. The Developer shall submit electronic copies (.pdf) of approved plans (such as, sewer, street and/or storm drain improvements, as applicable), to the Engineering Division, prior to issuance of permit by Engineering Division.

82. Any existing off-site improvements damaged during the construction shall be removed and reconstructed per City of Carson Standard Drawings and to the satisfaction of the City Engineer.

83. A construction permit from the Engineering Division is required for any work in the public right-of-way.

84. All work in the public right-of-way requires the Developer or contractor to submit a construction bond for approval by the Engineering Division prior to issuance of permit by Engineering Division.

85. Proof of Worker's Compensation and Liability Insurance shall be submitted to the city prior to issuance of permit by Engineering Division.

86. Prior to issuance of Building Permits, 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.

87. Prior to issuance of Building Permits, soils report, sewer area study, drainage concept, hydrology study and storm water quality plan shall be reviewed and approved. Building Permit issuance will not be granted until the required soils, sewer, drainage concept, hydrology study and storm water information have been received and found satisfactory. Comply with mitigation measures recommended in the approved soils, sewer area study, drainage concept, and hydrology study and storm water quality plan.

88. Prior to issuance of Building Permits, 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 this development. 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.

89. Prior to issuance of Building Permits, 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 these Conditions of Approval shall be attached to the plans when submitted. The plans will address the following:

- a. Street improvements (if any) along Wilmington Avenue and 220th Street.



- b. Landscape plans for landscaping along Wilmington Avenue
- c. Sewer main improvements (if any) along Wilmington Avenue and 220th Street as determined by the aforementioned sewer area study.
- d. Storm drain improvements (if any) along Wilmington Avenue and 220th Street as determined by the aforementioned requirement.

90. Prior to issuance of Building Permits, off-site improvements (eg. 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.

91. Prior to issuance of grading permit, developer shall obtain clearance from City of Carson Engineering Division.

92. Prior to issuance of Building Permits, all existing overhead utility lines 12 kilovolts and less along Wilmington Ave and 220th St shall be underground to the satisfaction of the City Engineer. Alternatively, in the City Engineer's discretion, the City may accept an in-lieu fee in an amount determined by the City Engineer to be sufficient to cover the costs of such undergrounding provided the Developer deposits the full amount of the deposit of the in-lieu fee before issuance of Building Permits. Undergrounding estimate shall be prepared by Southern California Edison and shall be submitted to the City Engineer for his determination.

93. The Developer shall install separate sewer lateral to individually serve the building in the development. Installation and dedication of main line sewers may be necessary to meet this requirement.

94. 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.

95. 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. Comply with requirements by the water purveyor.

96. The Developer shall construct and guarantee the construction of all required drainage infrastructures in accordance with the requirements and recommendations of the hydrology study, subject to the approval of the City Engineer.

97. Repair any broken or raised/sagged sidewalk, curb and gutter within the public right of way along Wilmington Ave abutting this proposed development per City of Carson PW Standard Drawings and to the satisfaction of the City Engineer.

98. Fill in any missing sidewalk within the public right of way along Wilmington Ave abutting this proposed development.



99. Remove and replace any broken/damaged driveway approach within the public right of way along Wilmington Ave and along 220th St abutting this proposed development per City of Carson PW Standard Drawings and to the satisfaction of the City Engineer.

100. Remove unused driveway approach if any, within the public right of way along Wilmington Ave and along 220th St 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.

101. The Developer shall modify existing driveways within the public right of way along 220th St and along Wilmington Ave 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.

102. 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.

103. Existing Median along Wilmington Avenue shall be closed due to removal of the existing driveway along Wilmington Avenue and shall be modified to have landscape and irrigation. The new landscape and irrigation shall match the existing landscape located within the median. Public right-of-way irrigation standards are per SSPWC (Standards & Specifications for Public Works Construction).

104. Remove existing trees along Wilmington Ave and plant approved 24-inch box parkway trees in the public right of way along Wilmington Ave abutting the Project, per City of Carson Public Works Standard Drawings Nos. 117, 132, 133 and 134. The proposed tree schedule is subject to the City Arborist's review and approval.

105. Install irrigation system for the purpose of maintaining the parkway trees and other vegetation to be planted within the public right of way along Wilmington Ave abutting this proposed development.

106. Developer shall annex an area that includes, but is not limited to, the Project property, as determined by the LA County Street Lighting Division to the L.A. County Lighting Maintenance District, for the purpose of operating and maintaining the streetlights to be installed. The annexation shall be to the satisfaction of L.A. County and shall be completed prior to the issuance of Certificate of Occupancy. Additional streetlight installation or upgrade to existing streetlights may be required as part of the annexation (annexation procedure takes approximately 12 months). The Developer can provide a cash payment in-lieu of annexing the area into L.A. County's Lighting Maintenance District if the annexation is not completed in time of occupancy. The bond fee is \$15,000 per street light, the number of street lights is determined by L.A. County during the street light annexation process.

107. The following language is added to address recent changes to the street light annexation by LA County's Street Lighting Division: The County has indicated it will allow processing of this Project since the above condition regarding street light annexation was



provided to the Developer prior to the recent change in procedures by the LA County Street Lighting Division.

108. The Developer shall contact the Traffic Lighting Division, Sam Abdelhadi at (626) 300-4771 to obtain and comply with all requirements by LA County Street Lighting Division.

109. All new utility lines that are required to be installed in order to service the Project shall be undergrounded to the satisfaction of the City Engineer, and shall be fully funded by the Developer.

110. Install striping and pavement legend per City of Carson PW Standard Drawings.

111. Streets abutting the Project shall be grinded and overlaid with rubberized asphalt from abutting curb line to centerline along 220th Street and from abutting curb line to median along Wilmington Avenue or as approved by the City Engineer.

112. All infrastructures necessary to serve the proposed development (water, sewer, storm drain, and street improvements) shall be in operation prior to the issuance of the Certificate of Occupancy.

O. PUBLIC WORKS – WATER QUALITY

113. Per Ordinance 5809, prior to issuance of Building Permit Developer shall comply with all applicable Low Impact Development (LID) requirements and shall include Best Management Practices, as referenced in Ordinance 5809, necessary to control storm water pollution from construction activities and facility operations to the satisfaction of City Engineer.

114. Prior to issuance of Building Permit, Developer shall apply for a Construction Activities Storm Water General Permit from the State Water Resources Control Board.

115. Prior to issuance of Building Permit, Developer shall provide an approved Storm Water Pollution Prevention Plan (“SWPPP”) stamped by the Los Angeles County Department of Public Works, Lomita, along with the Waste Discharge Identification (“WDID”) number.

116. Prior to issuance of Building Permit, Developer shall provide contact information of the Qualified Storm Water Developer (QSD) and/or Qualified SWPPP Professional (QSP) of the site.

117. Prior to issuance of Building Permit, Developer shall provide the City Engineer with a copy of the Hydrology Study and LID Plan recommended by the County of Los Angeles Department of Public Works Land Development Division.

118. Pursuant to the requirements of Section 106.4.3 of the County of Los Angeles Building Code and Chapter 12.80 of Title 12 of the Los Angeles County Code, relating to the control of pollutants carried by storm water runoff, for any storm water structural and/or treatment control device installed, Developer shall submit a Maintenance Covenant to the



Engineering Division for approval, which will include an exhibit that specifically identifies the location and maintenance information for any structural and/or treatment control device installed.

119. Once the Maintenance Covenant is approved by the Engineering Division, Developer shall record it with the Los Angeles County Recorder's Office.

120. Developer shall provide an approved Notice of Termination (NOT) by the Regional Water Board, transferring responsibility for the water quality plan prepared by the QSD-QSP/Contractor is transferred to the owner of the property.

P. PUBLIC WORKS – TRAFFIC ENGINEERING

121. Developer shall provide a "Right Turn Only" sign at the driveway that exits onto Wilmington Avenue.

122. Install stop signs at all driveway exits.

123. The Developer and subsequent operators of the facility shall prevent trucks from stopping/stacking on Wilmington Avenue while waiting to enter the property at the Wilmington Avenue driveway. This can be achieved by keeping the Wilmington Avenue gate open during all operating hour, directing the entering trucks to use the 220th Street driveway, or implementing similar measures that would prevent trucks from queuing on Wilmington Avenue.

124. The applicant shall paint 100 feet of red curb on the east side of Wilmington Avenue south of the Wilmington Avenue driveway.

125. The project proponent shall implement a Construction Traffic Management Plan addressing potential construction-related traffic detours and disruptions. The Construction Traffic Management Plan shall ensure that, to the extent practical, construction traffic would access the Project site during off-peak hours, and that construction traffic would be routed to avoid travel through, or proximate to, sensitive land uses.

Q. CONSTRUCTION WASTE MANAGEMENT PLAN

126. All existing asphalt and concrete on the site shall be re-used on site so that there is no export of these materials from the site. All nonhazardous demolished materials shall be either be reused on site or recycled. These specifications shall be included in the Construction Waste Management Plan required by Section 5.408 of the 2013 California Green Building Standards Code.

R. FIRE DEPARTMENT

127. Per California Water Service, the Fire Flow Availability form dated November 2, 2016, indicates adequate public fire hydrant flow requirements for the Project. Additional water system requirements may be required during the building permit process and/or if the property is further subdivided.



128. Developer must install two new public fire hydrants on Wilmington, as indicated on the site plan markup dated October 14, 2016. All required fire hydrants must be installed, tested, and accepted prior to construction.

129. Developer will submit 3 sets of water improvement plans for the required public fire hydrants. The water improvement plans shall be submitted through the water purveyor that serves the property.

S. FIRE DEPARTMENT – SITE MITIGATION UNIT, HEALTH HAZARDOUS MATERIALS DIVISION

Pursuant to “Notice of Environmental Condition and Environmental Restriction, Re: Assessor’s Parcel Number 7316-025-062, Carson, California” (Notice) that was recorded at the Los Angeles County Registrar – Recorder’s Office on January 31, 2012, the following conditions applies:

130. This Notice restricts the site to commercial and industrial uses only, excluding hospitals for humans, schools for persons under 18 years of age, and day care centers or play areas for children.

131. Required implementation of a soil management plan as indicated in Appendix K of the removal action completion report, and performance of soil vapor surveys beneath proposed building locations associated with future site development activities to ensure that onsite soil impacts are properly managed and that human health concerns associated with potential volatile COPCs are adequately evaluated.

T. DEPARTMENT OF TRANSPORTATION (CALTRANS)

132. Obtain a Caltrans transportation permit for any transportation of heavy construction equipment and/or materials requiring use of oversized-transport vehicles on State highways. Limit large size truck trips to off-peak commute periods.

U. BUSINESS LICENSE DEPARTMENT

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

134. XX

135. XX

V. X



**AGREEMENT FOR DEVELOPMENT IMPACT FEES AND COMMUNITY
FACILITIES DISTRICT PARTICIPATION**

THIS AGREEMENT (Agreement) is executed this _____ day of _____, 2017 (Effective Date), by and between the **CITY OF CARSON**, a California municipal corporation (City), and **AL2, LLC**, a California limited liability company (AL2), whose principal place of business is 1815 South Soto Street, Los Angeles, CA 90023-4268. City and AL2 may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

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 to 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, 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 allow exceptions to the application of the Ordinance if, based on substantial evidence presented, it determines any or a combination of the following for a specific project:

1. 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.
2. Application of the Ordinance would impose an undue financial hardship on a property or business owner.
3. 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.

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;

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;

12. The use is not and will not become a hazardous materials facility, a truck yard, or a container storage facility;

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.

WHEREAS, on March 7, 2016, AL2 submitted a Design Overlay Review (DOR) application to allow for construction of a 420,000 square-foot Logistics Facility on a 20-acre parcel located at 21900 and 21930 S. Wilmington Street and 2061 E. 220th Street, Assessor's Parcel Numbers 7316-025-812 and 7316-025-814 (the Project), in the ML (Manufacturing Light) zone; and

WHEREAS, the Project is subject to the moratorium established by the Ordinance; and

WHEREAS, on May 9, 2017, AL2 filed a request for an exception to the Ordinance to allow filing and processing of all applications and/or permits necessary for the construction of the Project; and

WHEREAS, as of the date of the adoption of Interim Urgency Ordinance No. 17-1615U, the Project had begun, but had not completed, the process of obtaining the necessary entitlements; to wit, the site plan, landscape plan, and the elevations of the Project have been finalized, and a revised initial study has been submitted, but no approvals have issued; and

WHEREAS, on May 16, 2017, the City Council adopted Resolution No. 17-065, approving an exception to the Ordinance for the Project (the Exception), subject to certain conditions precedent, including that AL2 will pay the one-time interim Development Impact Fee (DIF) of \$2.00 per square foot, totaling \$840,000.00; and

WHEREAS, AL2 has also agreed to form, fund, and participate in one or more Community Facilities Districts (CFDs) to pay for on-going costs associated with the Project relating to law enforcement, street maintenance, sidewalk maintenance, landscape maintenance, street sweeping, and sidewalk cleaning and all other impacts of its Project. The CFD amounts shall be in addition to the DIF; and



WHEREAS, this Agreement furthers Goal TI-1 of the General Plan, to “[m]inimize impacts associated with truck traffic through the City, as well as the truck parking locations”; and

WHEREAS, this Agreement furthers Goal TI-2 of the General Plan, to “provide a sustainable, safe, convenient and cost -effective circulation system to serve the present and future transportation needs of the Carson community”; and

WHEREAS, this Agreement furthers Goal TI-7 of the General Plan, to “Provide improved aesthetic enhancements to and maintenance of the City’s transportation corridors”; and

WHEREAS, AL2 entered into a reimbursement agreement with City on June 30, 2017 (the Reimbursement Agreement), pursuant to which AL2 agreed to reimburse the City for “all reasonable costs and fees” related to the Project, including staff time, attorneys’ fees, consultant fees, and any other administrative costs related to the Project, this Agreement, the formation and administration of the CFD(s) and any other administrative or legal costs incurred by the City to effect the Project; and

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Incorporation of Recitals.** The Parties hereby incorporate the Recitals as though fully set forth herein.

2. **AL2 Responsibility for DIF Amount.** AL2 shall be responsible for payment of one-time impact fees of \$2/square foot. The Project contemplates a 420,000 square foot Logistics Facility. Based on the square footage of the Project, AL2 will be responsible for development impact fees in the amount of \$840,000 (DIF Amount), provided that if the Project increases or decreases in size, the DIF Amount will be adjusted accordingly at the same rate. AL2 shall submit payment of the DIF Amount within 10 days of execution of this Agreement. No building permits shall be issued prior to the full payment of the DIF Amount.

2.1 **Allocation of DIF; Interest on Deposit.** Any amounts deposited by AL2 shall be used by the City to pay for increased accumulative impacts due to the Project on the City’s infrastructure, including but not limited to, any or all of the following: Traffic and circulation (roads, sidewalks, and signals); Public Safety (Fire and Sheriff’s stations); Parks and open space (park land/improvements and trails and bikeways); Library; Noise (sound walls); Flood control and stormwater. Interest accruing upon any such deposit shall inure to and be created for the benefit of the City.

3. **AL2 Responsibility Relating to CFDs.** City intends to form one or more citywide CFDs to finance the ongoing costs of the following: law enforcement, street and sidewalk maintenance, landscape maintenance, street sweeping and sidewalk cleaning, and other eligible impacts of the Project within the applicable CFD(s) (the CFD Services). AL2 has agreed to and shall participate in any CFD(s) created by the City Council for the purpose of offsetting the ongoing impacts of the Project (the CFD Benefits), in accordance with the CFD Cost



Allocation attached hereto as Exhibit "A" and incorporated by reference, subject to each of the following:

3.1 The CFD(s) shall impose on AL2 an annual CFD Assessment, which may be adjusted annually by City to offset the rising cost of providing the CFD Services.

3.2 The CFD Benefits shall benefit the Project property to at least the same roughly proportionate percentage of the Project property's share of the total CFD assessments for the CFD(s).

3.3 The CFD Benefits shall not encroach upon the Project property, impact the use or development of the Project property, or in any way limit the applicant's right to complete the Project as approved through the DOR.

3.4 All substantive and procedural requirements of State law related to the formation of the CFD(s), the rate and method of apportionment of the CFD Assessments, the issuance of bonds if applicable, and any other State requirements related to the formation and implementation of the CFD shall be followed.

3.5 AL2 shall take active steps to annex the Project property into any applicable CFD as it is formed by the City Council, and will not unreasonably delay participation. Unreasonable delay includes but is not limited to failure to attend duly noticed public hearings to annex the Project property in a CFD(s), and failure to cooperate with City on scheduling and attendance of said hearings. A delay of 6 months from the date of a duly noticed public hearing to annex the Project property into a CFD(s) will constitute a rebuttable presumption that AL2 is unreasonably delaying the proceedings. This requirement shall survive the term of this Agreement.

3.6 Consistent with but not limited by the Reimbursement Agreement, AL2 shall reimburse City for all costs related to the formation and administration of the CFD(s) as it relates to the Project, including but not limited to consultant and engineering costs, staff time, and attorneys' fees; as deemed necessary by the City in order to effect the CFD(s) and ensure proper annexation of the Project property into the CFD(s). AL2 shall only be responsible for its pro rata share of the costs related to the formation and administration of citywide CFD(s).

3.7 If, at the time of issuance of the Project's Certificate of Occupancy, the City Council has not formed the CFD(s), AL2 shall make a good faith deposit to the City in an amount equivalent to three years of CFD Assessment (the CFD Deposit). Once the CFD(s) is formed and the Project property is annexed in the CFD(s), a pro rata portion of the CFD Deposit will be refunded to AL2. AL2 shall continue to make good faith CFD Deposits in 3-year increments until the CFD(s) is formed, for a maximum of four 3-year terms. Interest accruing upon any such deposits shall inure to and be created for the benefit of the City.

3.8 In the event that the City Council declines to form a citywide CFD(s), AL2 agrees to and shall participate in a CFD(s) limited to the Project property, subject to all other provisions of this section.

4. **Default by AL2; Remedies.** AL2 shall be responsible for complying with all the provisions of this Agreement, and the DOR's Conditions of Approval. In the event that City must enforce any of the provisions of this Agreement, or any of the DOR's Conditions of Approval:

a. City shall give notice to AL2 of any default and the reasons for such default. The notice shall include a reasonable timeframe in which AL2 may cure the default.

b. Upon AL2's failure to cure the default within the time provided in the notice of default:

(i) The City may immediately issue a stop-work order on the Project and may take such further action as the City deems appropriate, including denial, suspension, or revocation of AL2's permits and/or land use entitlements; and

(ii) The City may seek judicial enforcement of any provision of this Agreement, including but not limited to, recovering amounts payable to City as DIF or CFD Assessment, and obtaining specific performance.

4.2 **Liquidated Damages.** In the event that AL2 fails to annex the Project property into the applicable CFD(s), since the determination of actual damages for any breach of the Agreement by AL2 may be extremely difficult or impractical to determine in the event of a breach of this Agreement, AL2 shall be liable for and shall pay to the City the sum of Eight Hundred Sixty Seven Thousand and Sixty Dollars (\$867,060) as liquidated damages.

4.3 **Attorneys' Fees.** If either party to this Agreement is required to initiate or 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.

4.4 This section will not be interpreted to curtail any of the City's remedies at law or equity against AL2 for any violation of its codes in their use of the facility, nor shall it be interpreted as a waiver of any defense of AL2.

5. **Additional Taxes, Fee, and Charges.** AL2 shall pay all normal and customary fees and charges applicable to all permits necessary for the Project, and any taxes, fees, and charges hereafter imposed by City in connection with the Project which are standard and uniformly-applied to similar projects in the City.

6. **Term.** This Agreement shall remain in effect for a period of twelve years from the Effective Date or from the full and final conclusion (including any potential appeals) of any litigation arising from or connected to the City's approval of the application.



7. Indemnification.

7.1 Indemnification and Hold Harmless.

a. Non-liability of City. The Parties acknowledge that there may be challenges to the legality, validity, and adequacy of this Agreement in the future; and if successful, such challenges could delay or prevent the performance of this Agreement and the development of the Project.

b. Participation in Litigation: Indemnity. AL2 agrees to indemnify, protect, defend, and hold harmless the City and its officials, officers, employees, agents, elected boards, commissions, departments, agencies, and instrumentalities thereof, from any and all actions, suits, claims, demands, writs of mandamus, liabilities, losses, damages, penalties, obligations, expenses, and any other actions or proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures) asserted by third parties against the City that challenge, or seek to void, set aside, or otherwise modify or annul, the action of, or any approval by, the City for or concerning this Agreement (including, but not limited to, reasonable attorneys' fees and costs) (herein the "Claims and Liabilities") whether such Claims and Liabilities arise out of under planning and zoning laws, the Subdivision Map Act, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction. In the event any action for any Claims and Liabilities is brought against the City and/or related parties, upon City's notification to AL2 of the pendency of a claim or suit, AL2 shall make a minimum deposit sufficient to pay all of AL2's indemnification obligations for the following 90 days, which includes legal costs and fees anticipated to be incurred as reasonably determined by the City. AL2 shall make deposits required under this section within 5 days of the City's written request. At no point during the pendency of such claim or suit, shall the minimum balance of the deposit fall below fifteen thousand dollars (\$25,000).

If AL2 fails to timely pay such funds, the City may abandon the action without liability to AL2 and may recover from AL2 any attorneys' fees and other costs for which the City may be liable as a result of abandonment of the action. It is expressly agreed that the City shall have the right to utilize the City Attorney's office or use other legal counsel of its choosing. AL2's obligation to pay the defense costs of the City shall extend until final judgment, including any appeals. City agrees to fully cooperate with AL2 in the defense of any matter in which AL2 is defending and/or holding the City harmless. The City may make all reasonable decisions with respect to its representation in any legal proceeding, including its inherent right to abandon or to settle any litigation brought against it in its sole and absolute discretion.

c. Exception. The obligations of AL2 under this Section shall not apply to any claims, actions, or proceedings arising through the sole negligence or willful misconduct of the City, its members, officers, or employees.

7.2 Period of Indemnification. The obligations for indemnity under this Section 7.2 shall begin upon the Effective Date and shall survive termination of this Agreement.



8. **Assignment.** AL2 may not assign this Agreement to any other entity unless agreed to in writing by the City and upon proof of the financial viability of the successor entity to fulfill the Agreement's obligations. The City's consent to assignment shall not be unreasonably withheld.

9. **Relationship Between the Parties.** The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between City and AL2. Nothing herein shall be deemed to make AL2 an agent of City.

10. **Authority to Enter Agreement.** AL2 hereby warrants that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

11. **Notices.** All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City: City of Carson
701 East Carson Street
Carson, California 90745
Attn: Saied Naaseh, Planning Manager

Copy to: Aleshire & Wynder, LLP
18881 Von Karman Ave. Suite 1700
Irvine, CA 92612
Fax: 949-223-1180
email: sks@awattorneys.com
Attn: Sunny Soltani

To AL2: AL2 Properties, LLC
1815 South Soto Street
Los Angeles, CA 90023-4268
Attn: Howard Farber, CEO

Copy to: Cox Castle Nicholson
3121 Michelson Drive, Suite 200
Irvine, CA 92612
Fax: (949) 260-4699
Attn: Tim Paone, Esq.

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail; and by email, upon the sender's receipt of an email from the recipient acknowledging receipt.

12. **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

13. **Construction; References; Captions.** It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days, provided, however that any deadline that falls on a weekend or holiday shall be extended to the next City business day. All references to AL2 include all personnel, employees, agents, and contractors of AL2, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

14. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

15. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

16. **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

17. **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

18. **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19. **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, AL2 expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.



20. **Time is of the Essence.** Time is of the essence to this Agreement.

21. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

22. **Entire Agreement.** This Agreement, along with its exhibits, contains the entire agreement between City and AL2 and, supersedes any prior oral or written statements or agreements between City and AL2 with respect to the subject matter of this Agreement.

[SIGNATURES OF PARTIES ON NEXT PAGE]



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

AL2:

AL2, LLC

By: _____

Name: Howard Farber

Its: Managing Member

ATTEST:

By: _____

Its: _____

CITY:

CITY OF CARSON, a California municipal corporation

By: _____

Its: City Manager

APPROVED AS TO FORM:

By: _____

Sunny K. Soltani, City Attorney

[EQG]



EXHIBIT "A"
CFD COST ALLOCATION





8/21/2017

City of Carson
2017 Maintenance Facilities District
Project - Alpert Trucking Warehouse

Summary Sheet		Subtotal
Landscape Maintenance (Annual Cost)		\$3,651.00
Street Sweeping and Sidewalk Cleaning and Maintenance (Annual Cost)		\$2,450.00
Sheriff Service (Annual Cost)		\$21,330.00
Street Maintenance (Annual Cost)		\$9,076.80
Total Annual Maintenance Costs		\$36,507.80

Off-Site Street Rehabilitation is being completed by Caltrans as part of the I-405 /
Wilmington Ave. Corridor Project

Street Maintenance	Functional Classification	Condition and Category	Treatment Type	Unit	Quantity	Unit Cost	Subtotal
Perimeter Streets (Full width Rehabilitation)							
East 220th Street (South boundary)	Collector (AC)	Very Good*	Crack Seal, Slurry, and Overlay	SY	2,856.00	\$1.60	\$4,569.60
South Wilmington Avenue (Westerly boundary)	Arterial (AC)	Very Good*	Crack Seal, Slurry, and Overlay	SY	2,817.00	\$1.60	\$4,507.20
Path of Travel to Freeway							
Wilmington Avenue - One Lane each Direction (Removed)	Arterial (AC)	Very Good*	Crack Seal, Slurry, and Overlay	SY	-	\$1.60	\$0.00
Ramp Intersections at Interstate 405 (Full Width) (Removed)	Arterial (AC)	Very Good*	Crack Seal, Slurry, and Overlay	SY	-	\$1.60	\$0.00
			Subtotal				\$9,076.80
			Developer's Share			100%	\$9,076.80

Developer's Share of Streets Maintenance Costs

\$9,076.80

Notes:

* Pavement Condition is dependent on Street Rehabilitation being completed.

See the City of Carson's 2016 Pavement Management Program Update for pavement maintenance plan.

Unit costs are based on crack seal and slurry every 7 years with a thin AHRM overlay every 21 years; per the Pavement Management Program.

Quantity is based on maintenance of half-width street across project frontage only.



2017 Maintenance Facilities District

Project - Alpert Trucking Warehouse

8/23/2017

Sheriff Service	Unit	Quantity	Unit Cost	Subtotal
Incremental Project Jobs and Cost Impact				
Low Employment Rate	Jobs	131	\$79.00	\$10,349.00
High Employment Rate	Jobs	270	\$79.00	\$21,330.00

Use High Employment Rate

\$21,330.00

Projections based on value of existing Sheriff's contract for services.
Per Unit FTE driven from the June 25, 2017 Fiscal Impact Peer Review





City of Carson
2017 Maintenance Facilities District

Project - Alpert Trucking Warehouse

8/21/2017

Street and Sidewalk Sweeping	Unit	Quantity	Unit Cost	Subtotal
Perimeter Streets - Curb Line Sweeping				
East 220th Street (South boundary)	LF	1,300.00	\$0.36	\$464.10
South Wilmington Avenue (Westerly boundary)	LF	700.00	\$0.36	\$249.90
Perimeter Streets - Sidewalk Cleaning				
East 220th Street (South boundary) (No proposed sidewalk)	SF	-	\$0.31	\$0.00
South Wilmington Avenue (Westerly boundary)	SF	5,600.00	\$0.31	\$1,736.00
Subtotal				\$2,450.00
Travel Path to Freeway - Curb Line Sweeping				
Wilmington Avenue - E 220th to Interstate 405 (Removed)	LF	-	\$0.36	\$0.00
Travel Path to Freeway - Sidewalk Cleaning				
Wilmington Avenue - E 220th to Interstate 405 (Removed)	SF	-	\$0.31	\$0.00
Subtotal				\$0.00

Total Annual Sweeping and Maintenance

\$2,450.00

Curb Line Sweeping Costs and Maintenance

Street Sweeping Costs	LF	\$	0.01
Curb and Gutter Maintenance	LF	\$	0.05
Curb and Gutter Replacement (50 Year Cycle)	LF	\$	0.30
Total Unit Cost		\$	0.36

Sidewalk Cleaning and Maintenance

Sidewalk Cleaning	SF	\$	0.10
Sidewalk Maintenance	SF	\$	0.03
Sidewalk Replacement (50 Year Cycle)	SF	\$	0.18
Total Unit Cost		\$	0.31



8/21/2017

Landscape Maintenance	Unit	Quantity	Unit Cost	Subtotal
Perimeter Streets (Parkway Landscaping)				
East 220th Street (South boundary) (Developer to Maintain)	LF	-	\$3.43	\$0.00
South Wilmington Avenue (Westerly boundary) (Developer to Maintain)	LF	-	\$3.43	\$0.00
Perimeter Streets (Center Median Landscaping)				
East 220th Street (South boundary) (No Center Median)	LF	-	\$3.43	\$0.00
South Wilmington Avenue (Westerly boundary) 13' Wide	LF	400.00	\$3.43	\$1,372.00
Subtotal				\$1,372.00
Perimeter Streets (Parkway Trees)				
East 220th Street (South boundary) 1172 LF (Developer to Maintain)	EA		\$53.00	\$0.00
South Wilmington Avenue (Westerly boundary) 640 LF	EA	26	\$53.00	\$1,378.00
Perimeter Streets (Center Median Trees)				
East 220th Street (South boundary) - No Center Median	EA	-	\$53.00	\$0.00
South Wilmington Avenue (Westerly boundary) 400 LF	EA	17	\$53.00	\$901.00
Subtotal				\$2,279.00
Total Annual Landscape Maintenance				\$3,651.00

Parkway and Median Landscaping Costs

Vegetation Maintenance - 10.2 cents/sf	LF	\$	1.33
Irrigation Maintenance	LF	\$	0.88
Structure Maintenance	LF	\$	0.44
Vegetation Replacement (25 Year Cycle)	LF	\$	0.60
Irrigation Replacement (25 Year Cycle)	LF	\$	0.12
Structure Replacement (25 Year Cycle)	LF	\$	0.06
Total Unit Cost		\$	3.43

Tree Maintenance Costs

Tree Maintenance (25 Foot Spacing)	EA	\$	35.00
Tree Well Maintenance	EA	\$	4.00
Tree Replacement (25 Year Cycle)	EA	\$	10.00
Tree Well Replacement (25 Year Cycle)	EA	\$	4.00
Total Unit Cost		\$	53.00





COUNTY OF LOS ANGELES
FIRE DEPARTMENT

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

Refer reply to
Health Hazardous Materials Division
5825 Rickenbacker Rd.
Commerce CA 90040-302

November 1 2016

Mr. Alan Alpert
Alpert & Alpert Iron & Metal, Inc.
1815 South Soto Street
Los Angeles, CA 90023

Dear Mr. Alpert:

**FORMER ALPERT & ALPERT IRON & METAL, INC., 21930 SOUTH. WILMINGTON AVENUE
CARSON, CALIFORNIA 90810 (SMU FILE #04-589/RO0000087)**

This Department has completed a review of the reports entitled, "Groundwater Monitoring Well Destruction Report, Former Alpert & Alpert Iron & Metal, Inc. Facility, 21930 South Wilmington Avenue, Carson, California," dated September 27, 2016; "Submittal of 2016 Annual Groundwater Monitoring Report and Request for No Further Action for Groundwater, Former Alpert & Alpert Iron & Metal, Inc. Facility, 21930 South Wilmington Avenue, Carson, California," dated May 20, 2016; "Annual Groundwater Monitoring Report, July 2015 through June 2016, Former Alpert & Alpert Iron & Metal, Inc. Facility, 21930 South Wilmington Avenue, Carson, California," dated May 20, 2016; and, "Removal Action Completion Report, Former Alpert & Alpert Iron and Metal, Inc. Facility, 21930 South Wilmington Avenue, Carson, California," dated March 31, 2011, submitted by your consultant, AMEC Foster Wheeler. Appendix B of the removal action completion report included the previously submitted "Removal Action Summary and Post-Remediation Human Health Risk Assessment, Former Alpert & Alpert Iron and Metal, Inc. Facility, 12930 South Wilmington Avenue, Carson, California," dated March 8, 2010.

The Cal/EPA Office of Environmental Health Hazard Assessment (OEHHA) previously reviewed the post-remediation human health risk assessment (HHRA). Based OEHHA's review summarized in their Memorandum dated May 4, 2010, the health risks associated with onsite post-remediation chemicals of potential concern (COPC) were computed correctly by your consultant. In addition, this Department reviewed the "Notice of Environmental Condition and Environmental Restriction, Re: Assessor's Parcel Number 7316-025-062, Carson, California" (Notice) that was recorded at the Los Angeles County Registrar – Recorder's Office on January 31, 2012. This Notice restricts the site to commercial/industrial uses, excluding hospitals for humans, schools for persons under 18 years of age, and day care centers or play areas for children. In addition, the Notice references the future implementation your soil management plan (Appendix K of the removal action completion report) and performance of soil vapor surveys beneath proposed building locations associated with future site development activities to ensure that onsite soil impacts are properly managed and that human health concerns associated with potential volatile COPCs are adequately evaluated.

EXHIBIT NO. 3 -



Mr. Alpert
November 1 2016
Page 2

Based on information provided in the reports and with the provision that the information was accurate and representative of existing conditions, we concur with your consultant that the known site contamination to soil, soil vapor, and groundwater has been satisfactorily mitigated for commercial/industrial site use and no further action is required at the subject site, provided that the Notice requirements and restrictions are adhered to at the referenced property. The Site Mitigation Unit of this Department has no further requirement or restriction relating to this site at this time.

This letter, however, does not relieve you of any liability under the California Health and Safety Code, the State Water Code, or other applicable laws and regulations for any unidentified conditions that could pose and environmental concern.

If you have any questions, please feel free to call Richard Clark at (323) 890-4106.

Respectfully submitted,



RICHARD CLARK, SUPERVISOR
SITE MITIGATION UNIT
HEALTH HAZARDOUS MATERIALS DIVISION

RC:rc

cc: K. E. Tucker, Esq.
D. G. Paul, AMEC



6 Summary of Mitigation Measures

Biological Resources

- BIO-1** To avoid impacts to nesting birds and violation of state and federal laws pertaining to birds, all construction-related activities (including but not limited to clearing and grubbing, vegetation removal, fence installation, demolition, and grading) should occur outside the avian nesting season (prior to February 1 or after September 1). If construction and construction noise occurs within the avian nesting season (during the period from February 1 to September 1), all suitable habitats within 250 feet of the areas of disturbance shall be thoroughly surveyed, as feasible, for the presence of active nests by a qualified biologist no more than five days before commencement of any site disturbance activities and equipment mobilization. If it is determined that birds are actively nesting within 250 feet of the Project Site, Mitigation Measure BIO-2 shall apply. Conversely, if the survey area is found to be absent of nesting birds, Mitigation Measure BIO-2 shall not be required. Active nesting is present if a bird is sitting in a nest, a nest has eggs or fledglings in it, or adults are observed carrying food to the nest.
- BIO-2** If pre-construction nesting bird surveys result in the location of active nests, no site disturbance and mobilization of heavy equipment (including but not limited to clearing and grubbing, vegetation removal, fence installation, demolition, and grading) shall take place within 300 feet of non-raptor nests and 500 feet of raptor nests, or as determined by a qualified biologist in consultation with CDFW. Protective measures (e.g., monitoring) shall be required to ensure compliance with the MBTA and relevant California Fish and Game Code requirements.

Cultural Resources

- CUL-1** Conduct Archaeological Sensitivity Training for Construction Personnel. The Applicant must retain a qualified professional archaeologist, approved by the Director of Community and Economic Development, or designee, who meets U.S. Secretary of the Interior's Professional Qualifications and Standards, to conduct an Archaeological Sensitivity Training for construction personnel before commencing excavation activities. The training session must be carried out by a cultural resources professional with expertise in archaeology, who meets the U.S. Secretary of the Interior's Professional Qualifications and Standards. The training session will include a handout and will focus on how to identify archaeological resources that may be encountered during earthmoving activities and the procedures to be followed in such an event, the duties of archaeological monitors, and, the general steps a qualified professional archaeologist would follow in conducting a salvage investigation if one is necessary.
- CUL-2** Cease Ground-Disturbing Activities and Implement Treatment Plan if Archaeological Resources Are Encountered. In the event that archaeological resources are unearthed during ground-disturbing activities, ground-disturbing activities must be halted or diverted away from the vicinity of the find so that the find can be evaluated. A buffer area of at least 50 feet must be established around the find where construction activities cannot be allowed to continue until a qualified archaeologist examines the newly discovered artifact(s) and evaluates the area of the find. Work may be allowed to continue outside of the buffer area. All archaeological resources unearthed by project construction activities must be evaluated by a qualified professional archaeologist, who meets the U.S. Secretary of the Interior's Professional Qualifications and Standards and is approved by the Director of Community and Economic Development, or designee. Should the newly discovered artifacts be determined to be prehistoric, Native American Tribes/Individuals must be contacted and consulted and Native American construction monitoring should be initiated. The Applicant must coordinate with the archaeologist to develop an appropriate treatment plan for the resources. The plan may include implementation of archaeological data recovery excavations to address treatment of the resource along with subsequent laboratory processing and analysis.
- CUL-3** Monitor Construction Excavations for Archeological Resources in Younger Alluvial Sediments. The Applicant must retain a qualified archaeological monitor, who will work under the direction and guidance of a qualified professional



archaeologist, who meets the U.S. Secretary of the Interior's Professional Qualifications and Standards and is approved by the Director of Community and Economic Development, or designee. The archaeological monitor must be present during all construction excavations (e.g., grading, trenching, or clearing/grubbing) into non-fill younger Pleistocene alluvial sediments. Multiple earth-moving construction activities may require multiple archaeological monitors. The frequency of monitoring will be based on the rate of excavation and grading activities, proximity to known archaeological resources, the materials being excavated (native versus artificial fill soils), and the depth of excavation, and if found, the abundance and type of archaeological resources encountered. Full-time monitoring can be reduced to part-time inspections if determined adequate by the project archaeologist.

- CUL-4** Prepare Report Upon Completion of Monitoring Services. The archaeological monitor, under the direction of a qualified professional archaeologist who meets the U.S. Secretary of the Interior's Professional Qualifications and Standards and is approved by the Director of Community and Economic Development, or designee, must prepare a final report at the conclusion of archaeological monitoring. The report must be submitted to the Applicant, the South Central Costal Information Center, the City, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures. The report must include a description of resources unearthed, if any, evaluation of the resources with respect to the California Register and CEQA, and treatment of the resources.
- CUL-5** Conduct Paleontological Sensitivity Training for Construction Personnel. The Applicant must retain a professional paleontologist, who meets the qualifications set forth by the Society of Vertebrate Paleontology and is approved by the Director of Community and Economic Development, or designee. That paleontologist must conduct a Paleontological Sensitivity Training for construction personnel before commencement of excavation activities. The training will include a handout and will focus on how to identify paleontological resources that may be encountered during earthmoving activities, and the procedures to be followed in such an event; the duties of paleontological monitors; notification and other procedures to follow upon discovery of resources; and, the general steps a qualified professional paleontologist would follow in conducting a salvage investigation if one is necessary.
- CUL-6** Conduct Periodic Paleontological Spot Checks during grading and earth-moving activities. The Applicant must retain a professional paleontologist, who meets the qualifications set forth by the Society of Vertebrate Paleontology and is approved by the Director of Community and Economic Development, or designee. The paleontologist must conduct periodic Paleontological Spot Checks beginning at depths below four feet to determine if construction excavations have extended into the local geologic formation or into older Pleistocene alluvial deposits. After the initial Paleontological Spot Check, further periodic checks will be conducted at the discretion of the qualified paleontologist. If the qualified paleontologist determines that construction excavations have extend into the local geologic formation or into older Pleistocene alluvial deposits, construction monitoring for Paleontological Resources will be required. The Applicant must retain a qualified paleontological monitor, who will work under the guidance and direction of a professional paleontologist, who meets the qualifications set forth by the Society of Vertebrate Paleontology and is approved by the Director of Community and Economic Development, or designee. The paleontological monitor must be present during all construction excavations (e.g., grading, trenching, or clearing/grubbing) into the local geologic formation or into older Pleistocene alluvial deposits. Multiple earth-moving construction activities may require multiple paleontological monitors. The frequency of monitoring will be based on the rate of excavation and grading activities, proximity to known paleontological resources and/or unique geological features, the materials being excavated (native versus artificial fill soils), and the depth of excavation, and if found, the abundance and type of paleontological resources and/or unique geological features encountered. Full-time monitoring can be reduced to part-time inspections if determined adequate by the qualified professional paleontologist.
- CUL-7** Cease Ground-Disturbing Activities and Implement Treatment Plan if Paleontological Resources Are Encountered. In the event that paleontological resources and or unique geological features are unearthed during ground-disturbing activities, ground-disturbing activities must be halted or diverted away from the vicinity of the find so that the find can be evaluated. A buffer area of at least 50 feet shall be established around the find where construction



activities will not be allowed to continue until appropriate paleontological treatment plan has been approved by the Director of Community and Economic Development, or designee. Work may be allowed to continue outside of the buffer area. The Applicant must coordinate with a professional paleontologist, who meets the qualifications set forth by the Society of Vertebrate Paleontology and is approved by the Director of Community and Economic Development, or designee, to develop an appropriate treatment plan for the resources. Treatment may include implementation of paleontological salvage excavations to remove the resource along with subsequent laboratory processing and analysis or preservation in place. At the paleontologist's discretion and to reduce construction delay, the grading and excavation contractor must assist in removing rock samples for initial processing.

- CUL-8** Prepare Report Upon Completion of Monitoring Services. Upon completion of the above activities, the professional paleontologist must prepare a report summarizing the results of the monitoring and salvaging efforts, the methodology used in these efforts, as well as a description of the fossils collected and their significance. The report must be submitted to the Applicant, the Director of Community and Economic Development, or designee, the Natural History Museums of Los Angeles County, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures.
- CUL-9** Cease Ground-Disturbing Activities and Notify County Coroner If Human Remains Are Encountered. If human remains are unearthed during construction, the Applicant must comply with Health and Safety Code Section 7050.5. The Applicant must immediately notify the County Coroner and no further disturbance can occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code § 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC). The NAHC will then identify the person(s) thought to be the Most Likely Descendent (MLD). After the MLD has inspected the remains and the site, it has 48 hours to recommend to the landowner the treatment and/or disposal, with appropriate dignity, the human remains and any associated funerary objects. Upon the reburial of the human remains, the MLD must file a record of the reburial with the NAHC and the project archaeologist shall file a record of the reburial with the CHRIS-SCCIC. If the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the landowner rejects the recommendation of the MLD and the mediation provided for in Public Resources Code § 5097.94(k), if invoked, fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative must inter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance.

Hazards and Hazardous Materials

- HAZ-1** Prior to demolition activities, the Applicant shall retain an Asbestos Hazard Emergency Response Act (AHERA) and California Division of Occupational Safety and Health (Cal/OSHA) certified building inspector to conduct an asbestos survey to determine the presence or absence of asbestos-containing materials (ACMs). If ACMs are located, the abatement of asbestos shall be completed by the Applicant prior to any activities that would disturb ACMs or create an airborne asbestos hazard. Asbestos removal shall be performed by a State certified asbestos containment contractor in accordance with the South Coast Air Quality Management District (SCAQMD) Rule 1403. Contractors performing asbestos abatement activities shall provide evidence of abatement activities to the City Building Official.
- HAZ-2** If paint is separated from building materials (chemically or physically) during demolition of the structures, the paint waste shall be evaluated independently from the building material by a qualified Lead Specialist. If lead-based paint is found, the Applicant shall retain a qualified Lead Specialist to conduct abatement prior to any activities that would create lead dust or fume hazard. Lead-based paint removal and disposal shall be performed in accordance with California Code of Regulation Title 8, Section 1532.1, which specifies exposure limits, exposure monitoring and respiratory protection, and mandates good worker practices by workers exposed to lead. Contractors performing lead-based paint removal shall provide evidence of abatement activities to the City Building Official.



Noise

NOI-1 The following measures shall be implemented during the demolition phase of construction to ensure that construction noise levels do not exceed allowable exterior noise levels at neighboring industrial and residential uses:

- Stationary construction noise sources such as generators or pumps must be located at least 100 feet from sensitive land uses, as feasible, or at maximum distance when necessary to complete work near sensitive land uses. This mitigation measure must be implemented throughout construction and may be periodically monitored by the Planning Director, or designee during routine inspections.
- Construction staging areas must be located as far from noise sensitive land uses as feasible. This mitigation measure must be implemented throughout construction and may be periodically monitored by the Planning Director or designee during routine inspections.
- Throughout construction, the contractor shall ensure all construction equipment is equipped with included noise attenuating devices and are properly maintained. This mitigation measure shall be periodically monitored by the Planning Director, or designee during routine inspections.
- Idling equipment must be turned off when not in use. This mitigation measure may be periodically monitored by the Planning Director, or designee during routine inspections.
- Equipment must be maintained so that vehicles and their loads are secured from rattling and banging. This mitigation measure may be periodically monitored by the Planning Director, or designee during routine inspections.
- Nighttime construction activities will not be permitted (10:00 PM to 7:00 AM).

Transportation and Traffic

TRAN-1 Construction of on-site and site-adjacent improvements shall occur in conjunction with adjacent Project development activity or as needed for Project access purposes. The recommended site access driveway improvements for the project include:

1. S. Wilmington/ Driveway 1 – Install a stop control on the westbound approach and construct the intersection with the following geometrics:
 - Northbound Approach: One through lane and one shared through-right turn lane.
 - Southbound Approach: Two through lanes.
 - Eastbound Approach: Not Applicable (N/A).
 - Westbound Approach: One right turn lane.
2. E. 220th Street/ Driveway 2 – Install a stop control on the southbound approach and construct the intersection with the following geometrics:
 - Northbound Approach: N/A.
 - Southbound Approach: One left-right turn lane.
 - Eastbound Approach: One shared left-through lane.
 - Westbound Approach: One shared through-right turn lane.
3. E. 220th Street/ Driveway 3 – Install a stop control on the southbound approach and construct the intersection with the following geometrics:
 - Northbound Approach: N/A.

- Southbound Approach: One left-right turn lane.
- Eastbound Approach: One shared left-through lane.
- Westbound Approach: One shared through-right turn lane.

4. E. 220th Street/ Driveway 4 – Install a stop control on the southbound approach and construct the intersection with the following geometrics:

- Northbound Approach: N/A.
- Southbound Approach: One left-right turn lane.
- Eastbound Approach: One shared left-through lane.
- Westbound Approach: One shared through-right turn lane.

TRAN-2 On-site signing and striping should be implemented in conjunction with detailed construction plans for the project.

TRAN-3 Sight distance at each project access point shall be designed to comply with standard Caltrans and City of Carson sight distance standards; compliance will be determined at the time of preparation of final grading, landscape, and street improvement plans.

TRAN-4 The project proponent shall implement a Construction Traffic Management Plan addressing potential construction-related traffic detours and disruptions. The Construction Traffic Management Plan shall ensure that, to the extent practical, construction traffic would access the Project site during off-peak hours, and that construction traffic would be routed to avoid travel through, or proximate to, sensitive land uses.



Table 4-2

Project Trip Generation Summary (in Actual Vehicles)

Land Use	Units ²	ITE LU	AM Peak Hour			PM Peak Hour			Daily
		Code	In	Out	Total	In	Out	Total	
Actual Vehicles Trip Generation Summary ¹									
High-Cube Warehouse ³	TSF	152	0.076	0.034	0.110	0.037	0.083	0.120	1.680
	Passenger Cars		0.055	0.025	0.080	0.025	0.055	0.080	1.040
	2-Axle Trucks		0.005	0.002	0.007	0.003	0.006	0.009	0.141
	3-Axle Trucks		0.004	0.002	0.005	0.002	0.005	0.007	0.113
	4-Axle+ Trucks		0.012	0.006	0.018	0.007	0.017	0.024	0.386

Land Use	Quantity	Units ¹	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
Actual Vehicles Trip Generation Summary									
High-Cube Warehouse	420.000	TSF							
Passenger Cars:			23	10	34	10	23	34	437
Truck Trips:									
2-axle:			2	1	3	1	3	4	59
3-axle:			2	1	2	1	2	3	48
4+-axle:			5	2	8	3	7	10	162
- Net Truck Trips (Actual Trucks)			9	4	13	5	12	17	269
TOTAL NET TRIPS (Actual Vehicles) ⁴			32	14	46	16	35	50	706

¹ Trip Generation Source: Institute of Transportation Engineers (ITE), Trip Generation Manual, Ninth Edition (2012).

² TSF = Thousand Square Feet

³ Vehicle Mix Source: Total truck percentage source from ITE Trip Generation manual. Truck mix (by axle type) source from SCAQMD.

AM peak hour = 72.7% passenger cars, 6.01% 2-Axle trucks, 4.83% 3-Axle trucks, 16.46% 4-Axle trucks





























PM peak hour = 66.7% passenger cars, 7.33% 2-Axle trucks, 5.89% 3-Axle trucks, 20.08% 4-Axle trucks

ADT = 61.9% passenger cars, 8.38% 2-Axle trucks, 6.74% 3-Axle trucks, 22.98% 4-Axle trucks

⁴ TOTAL NET TRIPS (Actual Vehicles) = Passenger Cars + Net Truck Trips (Actual Trucks).

EXHIBIT NO. 5

FIGURE C-1 FHWA 13 VEHICLE CATEGORY CLASSIFICATION

Class 1 Motorcycles		Class 7 Four or more axle, single unit	
Class 2 Passenger cars		Class 8 Four or less axle, single trailer	
			
			
			
Class 3 Four tire, single unit		Class 9 5-Axle tractor semitrailer	
			
			
Class 4 Buses		Class 10 Six or more axle, single trailer	
			
		Class 11 Five or less axle, multi trailer	
Class 5 Two axle, six tire, single unit		Class 12 Six axle, multi-trailer	
			
		Class 13 Seven or more axle, multi-trailer	
Class 6 Three axle, single unit	