

City of Bell Agenda Report

DATE: January 24, 2019

TO: Design Review Board

FROM: Paul Philips, Interim City Manager

BY: Jo-Anne Burns, Associate Planner
Dave Aleshire, City Attorney

SUBJECT: Design Review Board (DRB) 2018-01: Consideration of the Site and Building Design of an Aggregate Transloading and Storage Facility at 5091 Rickenbacker Road; Applicant: CEMEX (Bryan Forgey) and Pacific Industrial (PI Bell)

RECOMMENDATION:

Staff is recommending that the Design Review Board receive the staff report, take public comments/testimony, and approve Resolution 2019-01 (Attachment 1) titled:

**A RESOLUTION OF THE DESIGN REVIEW BOARD OF THE CITY OF BELL
APPROVING DRB 2018-01, A REQUEST FOR SITE DESIGN AND BUILDING
DESIGN REVIEW OF AN AGGREGATE TRANSLOADING AND STORAGE
FACILITY IN THE CM ZONE LOCATED AT 5091 RICKENBACKER ROAD
(APN 6332-002-815)**

BACKGROUND:

The City issued \$35M in bonds in 2007 supported by a lease of three (3) parcels of land (23 acres) to Burlington Northern and Santa Fe ("BNSF") Railway. East Yard Communities for Environmental Justice ("EYCEJ") filed a lawsuit challenging the City's lease to BNSF. EYCEJ prevailed in that litigation and the City did not appeal the judgment.

Dexia, which had bought the bonds, sued the City in October 2011 for \$38M in damages and sought to foreclose on the property and obtain a judgment against the City for the deficiency between the value of the property and Dexia's losses. The parties reached a settlement based on accomplishing the development of the property to obtain a maximum property value within a six-month period. In April 2013, the City received an offer from developer PI Bell to buy the property. During the following six months, a purchase agreement and Development Agreement were negotiated, environmental approvals were granted, and two lawsuits against the Project were resolved. The City's liability was completely eliminated and the City received an additional \$15.5M for sale of an additional parcel to the Developer.

The City and PFA entered into the Bell Business Center Development Agreement with PI Bell LLC on September 26, 2013. The City Council certified an Environmental Impact Report ("EIR") addressing the impacts of the development proposed to occur on the properties subject to the Development Agreement. The Development Agreement and the EIR provided the uses on the site were to be light industrial, warehouse, logistics, or office. The Development Agreement provided for limited review of future development consistent with the Development Agreement

and EIR. The Development Agreement provided for annual review of project performance and a five year report on undeveloped parcels. Thereafter a 128,511 sq. ft. Federal Express distribution facility was developed on Parcel F consistent with the Development Agreement.

In 2016, a project was proposed for Parcel A (the "Project"), which by then was the only undeveloped parcel remaining in the Bell Business Center. The Project involved the transportation and storage of aggregate materials by CEMEX. Aggregate would be brought to the site by rail and stored for later resale. Aggregate sold would leave the facility by truck. This function appears similar to that of any warehousing or logistics center, but with storage and shipment of a particular material in mind.

The City's then Director of Community Development, Derek Hull, who was not employed by the City when the Development Agreement was negotiated and approved, reviewed the plans provided by CEMEX for their proposed project. Mr. Hull advised PI Bell of changes that would need to be made in order to obtain approval of the Project. However, even with those changes, the Project required review and approval by the Design Review Board ("DRB"), established pursuant to the Development Agreement.

Mr. Hull convened an administrative meeting on September 7, 2016, to consider the CEMEX Project. Mr. Hull and apparently Pacific Industrial and CEMEX understood this meeting, at the time, to be a meeting of the DRB. However, that was not the case. The Development Agreement specifies the membership of the DRB as the Community Development Director, City Engineer, one member of the Planning Commission, and one member of the City Council, with the latter two members of the DRB to be selected by the City Council. The designated Planning Commission and City Council members at the time were Nestor Valencia and Alicia Romero. However, neither of them was invited to or attended that meeting. No representatives of PI Bell or CEMEX attended that meeting either.

On December 15, 2016, Mr. Hull sent a letter to Pacific Industrial stating the Project was found to be in substantial conformance with the 2013 Development Agreement and, therefore, approved. The letter states the Project was approved by the former Community Development Director, Joe Perez, in 2013, despite the fact the plans for the CEMEX Project did not exist in 2013. The letter goes on to refer to the September 7, 2016 meeting as a meeting of the "Architectural Review Board."

Thereafter, CEMEX obtained building permits for the Project and obtained permits for its operations from the South Coast Air Quality Management District, which limit the volume of material that can be moved in and out of the site every month and require the aggregate to be moistened to reduce emissions. CEMEX commenced construction in October 2017.

On January 22, 2018, EYCEJ filed a lawsuit challenging the approval of the CEMEX Project. The lawsuit alleged the CEMEX Project was not a permitted use on the site under the Development Agreement and had environmental impacts that were not studied in the EIR for the Development Agreement.

Former City Manager Howard Brown and the City Attorney (in consultation with an ad hoc committee of the City Council), PI Bell, CEMEX and EYCEJ then engaged in both joint and separate settlement discussions, seeking to resolve the issues regarding the appropriateness of CEMEX's Project under the Development Agreement, and seeking benefits for the City and the public from CEMEX's Project. Negotiations with PI Bell and CEMEX led to a settlement agreement (the "Settlement Agreement") that provided for, among other things, DRB review of

the CEMEX Project, modifications to the Project designed to minimize air quality impacts of the Project, a promise of adherence to the transportation mitigation measures in the EIR for the Development Agreement, and financial and other benefits for the City and its residents.

PI Bell was obligated under the Development Agreement to indemnify the City from litigation expenses in connection with the new EYCEJ lawsuit. However, the Development Agreement allowed the City to settle any litigation without liability to the Developer as long as it paid its own costs. The Settlement Agreement changed the parameters under which PI Bell was required to indemnify the City for litigation costs in an effort to create incentives for PI Bell and CEMEX to reach a settlement agreement with EYCEJ.

On August 16, 2018, the City Council authorized the Mayor to execute a Settlement Agreement between the City and various entities affiliated with Pacific Industrial and CEMEX related to the development of the aggregate transloading and storage facility on Parcel A in the Bell Business Park. The Settlement Agreement was executed on August 29, 2018. However, EYCEJ was not a party to the Settlement Agreement. EYCEJ sought an injunction to halt construction which was not granted. Construction had proceeded during this period and is now largely complete. Thereafter, the parties worked with EYCEJ and ultimately entered into a Stipulation to dismiss the litigation dated September 13, 2018 which was without prejudice, allowing the litigation to be revived if EYCEJ and related parties are not satisfied with the outcome of the DRB review and subsequent actions. The Stipulation also contained further obligations concerning the Project.

One other important factor is that before construction was allowed to commence, the Project was required to obtain permits from the South Coast Air Quality Management District ("AQMD") and did so on February 1, 2017 (Permit 183863) under Rule 1157 and 403 and 402 concerning fugitive dust emissions. Pursuant to the permit, Applicant is subject to numerous restrictions, many of which are restated herein. The permit limits throughput or volumes of materials being hauled to and from the Project.

DESIGN REVIEW

Legal Context

Design or aesthetic review of a project is not a decision that is subject to CEQA. *San Diego Navy Broadway Complex Coalition v. City of San Diego* (2010) 185 Cal.App.4th 924. Staff has determined that CEMEX's use of Parcel A is subject to and consistent with the Development Agreement and the EIR certified in connection with the approval of the Development Agreement. Therefore, CEMEX's use of Parcel A does not result in new significant environmental impacts, a substantial increase in impacts identified in the Development Agreement EIR, or require substantially different mitigation measures than those established for purposes of the Development Agreement.

The Settlement Agreement between the City, and Pacific Industrial and CEMEX contained stipulations requiring CEMEX to submit plans for Design Review Board approval for their project as outlined in the Development Agreement. Section 6.2 and Sections 5 C and D of Exhibit C (pages 154 and 155) of the Development Agreement identifies the authority of the Design Review Board in reviewing and approving project design. Section 6.2.3 makes it clear that review is based on the design requirements in the Scope of Development, Basic Design Concept described in Exhibit C1, Conditions of Approval and the EIR. Section 6.2.5 declares the

review to be administrative and “The action of the Design Review Board shall be final and conclusive.”

If the plans are not in “substantial conformity,” an amendment of the Develop Agreement is still not required if the deviations are found to be minor as defined in Section 7.4. Determinations regarding what constitutes a minor modification are made on a case-by-case basis at the discretion of the Design Review Board. The following are examples of minor modifications the Design Review Board is allowed to grant:

- Modification of site plan, onsite circulation, building shape, and articulation that do not include a change in the number of primary structures or their location;
- Modification of building materials; finishes and colors must be consistent with and complementary to the approved materials, finishes, and colors in the Basic Design Concept;
- Variances to the Development Standards, including building size or magnitude not more than 10%, except that reductions in size may be subject to approval of the Design Review Board, except where the Design Review Board believes such approval should be within the discretion of the City Council;
- Modification to infrastructure connection points and performance standards; and
- Ultimate location, alignment and quantity of rail spur lines on site.

Approval of any minor modification is contingent upon the Design Review Board finding that such modification:

- Is consistent with the maximum total square footage of the Project;
- Is in substantial compliance with the fundamental theme, idiom, and design intent of the Basic Design Concept as described in Exhibit C1;
- Promotes the Public Benefits outlined in Section K of the Development Agreement; and
- Would not require additional environmental review subject to Section 15162 of the CEQA Guidelines.

ANALYSIS

The subject property is in the Commercial Manufacturing (CM) zone. The Development Agreement allows any use allowed in the Manufacturing (M) and CM zones on any of the Pacific Industrial Properties, including Parcel A (subject site). Since the Bell Municipal Code allows the sales and storage of sand, gravel, fill dirt, and topsoil in the M zone, CEMEX’s proposed aggregate storage and transloading facility is consistent with the Development Agreement.

Exhibit C 1 of the Development Agreement contained conceptual site plans of the subject site (Parcel A) in which the majority of the northern half of the parcel is covered with an industrial building and southern half occupied by the parking lot. Although the conceptual site plan did not include an outdoor conveyor belt system and other mechanical equipment present in the CEMEX development, the conceptual site plans were not intended to constitute an exhaustive depiction of all allowed uses. Furthermore, the conveyor belt system is consistent with the applicable design requirements set forth in the Development Agreement, and also is an accessory use allowed for in, the Development Agreement. (See Lilburn Corporation, *Parcel A Design Consistency Analysis For Conveyor System ("Lilburn Report")*, November 9, 2018, at pages 4-9, .) Accordingly, staff believes that the Project falls within the parameters of and is consistent with the Development Agreement. Therefore, the Project design documents could be approved by the Design Review Board.

SITING

Primary Storage Building, Ancillary Buildings/Structures, and Fences/Walls

The 49,380 square-foot primary aggregate storage building has been erected and is under construction. The storage building would be 40 feet in height (maximum), which is significantly less than the 150 feet maximum height allowed by the Development Agreement. The storage building spans approximately 604'-7" in length. It is located on the east side of the subject property, parallel to the easterly property line, is set back approximately 15'-8" from the 26-foot wide fire access lane along the lot frontage, and is set back 45'-8" from the front property line. Although the storage building does not have a roof, the storage building is designed to emulate an industrial/warehouse building and would match the colors, materials, and architectural style of the other buildings within the Bell Business Park (PI Bell development). In addition, although the storage building will not have a roof, a roof is not required because the operations that will be conducted therein (aggregate transport and transfer) are typically conducted in an unenclosed setting rather than an enclosed building. Such a use was contemplated for the Project in the EIR, p. 3.9-9, ¶ 3.8.2. (See RGA Office of Architectural Design, *Parcel A Design Consistency Analysis For Building and Landscaping*, ("RGA Report") November 9, 2018, at page 22.) The primary storage building would be painted a three-tone grey color scheme. The intended contemporary style of the building is enhanced with concrete "fins" strategically located at the corners and mid-walls of the building, horizontal line details, anodized aluminum mullions, and glass. The design of the building and materials utilized provide depth to the structure and visually minimizes the structure's mass and bulk.



Rendering of the Southeast side of the primary storage building

The storage building would also serve as an integral part of the lot's security, blocking access to a large portion of the lot's frontage and supplemented by a 10-foot tall concrete tilt up wall. The concrete tilt up wall would be painted a grey tone to match the primary structure. The property boundaries along the east (adjacent to the 710 freeway) and north (adjacent to the railroad tracks) will be secured by an 8-foot tall chain-link fence (portions of which are already existing).

The 1,440 square-foot proposed office building and parking lot would be located on the southeast side of the property. The existing 420 square-foot guardhouse located on the west side of the proposed parking lot is proposed to remain. The parking lot would contain 28 parking spaces, which exceeds the 8 parking spaces required by the Bell Municipal Code (based on 1 parking space per every 250 square feet of floor area for the 1,860 square feet of total space proposed for the office building and guard house). The office building would be 14 feet in height and would match the colors, materials, and architectural style of the primary storage building.

The size of the storage building in combination with the size of the office building and guardhouse is within the 294,860 square feet maximum building size allowed by the Development Agreement.

Conveyor Belt System and Silos

A large portion of the conveyor belt system and mechanical equipment are located on the north half of the site near the railroad track. The conveyors are proposed to be covered/enclosed with a steel cap. The conveyor belt covers and structure would be painted the lighter grey tone that matches one of the grey tones that would be used for the primary aggregate storage building and ancillary office building.

The four (4) silo structures would be located on the southside of the property, west of the site's parking lot. The silo structures would be set back approximately 77 feet from the west property line and approximately 300 feet from the east (front) property line. The silo structures would also be painted the lighter grey tone that matches the primary storage building.

Landscape Screening

Landscape screening provided by a combination of drought tolerant trees and shrubs would be installed along the east (front) and west (710 freeway adjacent) sides of the lot. The required trees would be a minimum 36" box size and are required to be maintained in a healthy condition, consistent with the original conditions within the Development Agreement. Once matured, the landscaping would screen the operations from public views, which would then only be minimally visible from public areas (including views from the 710 freeway).



Photo simulation of the project with mature landscaping as viewed from the 710-Freeway

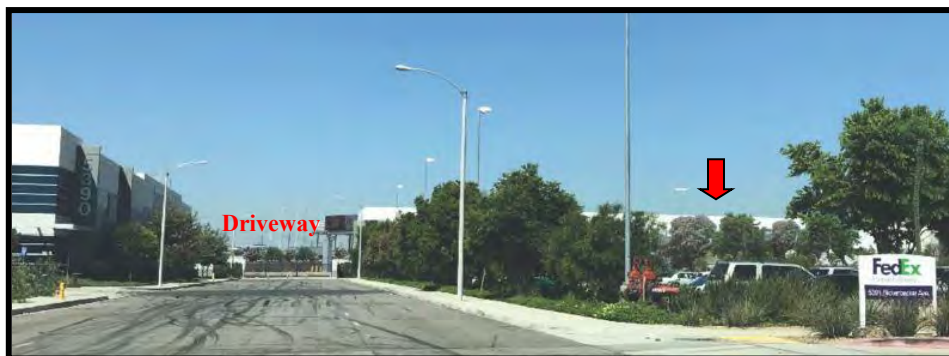


Photo simulation of the site as viewed from Rickenbacker Road

Access: Driveways and Gates

The Project has three driveways/access points: one main access point for the business operation and two emergency access points. The Project is designed to have its main access point provided via Rickenbacker Road. Rickenbacker Road is currently a private street. The City is working on making this portion of Rickenbacker Road a public street. The Development Agreement contemplated that Rickenbacker would be the primary access and obligated PI Bell, to accomplish this through negotiations with other property owners and a potential assessment district so that the City would not be saddled with costs. This effort has proven unsuccessful and the City has determined it is willing to consider accepting Rickenbacker as a public street, in part due to assistance from CEMEX. The City has received letters of support from different organizations to make Rickenbacker a public street. Pacific Industrial would be responsible for the cost associated with developing and maintaining Rickenbacker Road as a public street through a recorded covenant agreement. [Note that PI Bell already installed the street improvements.]

The Rickenbacker Road site access driveway would be secured by 8-foot tall rolling/swing tubular steel gates, while the emergency access driveways located on the northeast and southeast portion (K Street) of the property would be secured by an 8-foot tall chain-link fence. To ensure compliance with the Development Agreement, Condition of Approval B.3. has been included in the Resolution, which requires the gate along K Street to remain closed and locked at all times (except during emergencies) provided that Rickenbacker Road becomes a public street.

The table below summarizes how the Project compares with the Development Agreement standards:

TABLE 1 – Project Summary

	PROPOSED	STANDARD
Total Building Area	51,240 s.f.	294,860 s.f. (max)
Building Height	40'-0" (Primary Storage Building)	150'-0" (max)
Front Setback	45'-8"	25'-0" (min)
North Side Setback	0' (from unloaders)	Not Required
Southwest Side Setback	77'-0" (Silo Structures)	Not Required
Parking	28 parking spaces	8 parking spaces

BUSINESS OPERATION

As stated above, the subject property is in the Commercial Manufacturing (CM) zone. The Development Agreement allows any use allowed in the Manufacturing (M) and CM zones on any of the Pacific Industrial Properties, including Parcel A (subject site). Since the Bell Municipal Code allows the sales and storage of sand, gravel, fill dirt, and topsoil in the M zone, CEMEX's proposed aggregate storage and transloading facility is consistent with the Development Agreement.

Once occupancy is obtained and business operations begin, CEMEX will be receiving aggregate from the onsite railroad service located on the north side of the lot. According to the "Parcel A Design Consistency Analysis for Buildings and Landscaping" prepared by Dennis Roy of RGA Office of Architectural Design (included in the CEMEX application packet), materials will

be offloaded from the railcars by automatic unloaders located directly below the rail spur and will be carried by a conveyor belt system into the primary building for storage until the materials are purchased. Purchased materials will be carried from the primary storage building by the conveyor belt system and placed in a silo where the materials will be unloaded directly onto trucks for delivery.

To assist the City in determining possible environmental impacts of the operation and "original" EIR consistency of the project, the City retained the services of an environmental consultant (Jeffrey G. Harvey, Ph.D. of Harvey Consulting Group, LLC) who has extensive experience in the mining industry. According to Dr. Harvey, conveyors are a very effective transport system with minimal noise or dust generation, and CEMEX's proposed enclosed conveyor belt system would be effective in controlling dust emissions. In addition, conveyor systems produce low volume noise associated with the spinning wheels, which would be localized and not detectable from abutting properties. Dr. Harvey's Report is included in this Agenda Report as Attachment 2.

Any issues relating to dust, noise, traffic, and/or aesthetics that may arise during the business operation are addressed by Conditions of Approval within the Development Agreement and reiterated in the DRB Conditions of Approval, which require the applicant to maintain a complaint "hotline" (Condition of Approval B.5), allow the City to conduct a complaint driven review of the operation (Condition of Approval B.6), and require compliance with South Coast AQMD permits and regulations (Conditions of Approval B.7 through B.10). These requirements repeat and in some respects supplement provisions of the Development Agreement, including the Annual Review process, and the Stipulation itself obligates the parties to meet periodically with neighbors and resolve concerns.

DESIGN REVIEW BOARD FINDINGS

As discussed above, Exhibit C to the Development Agreement discussed in Subsection 5C the "substantial conformance finding." Set forth below is the basis for such finding. There is an alternative finding presented in Subsection 5D which staff also believes could be made which is that to the extent there are deviations, they are minor in scope.

The determination of substantial conformance is based on the following:

A. The Project design documents are consistent with the Scope of Development

Exhibit C of the Development Agreement clarifies that "Scope of Development" includes the (i) "Basic Design Concept", and (ii) "Development Standards and Permitted Uses."

(1) The Project design documents are consistent with the Basic Design Concept

The subject property is in the Commercial Manufacturing (CM) zone. The Development Agreement allows any use allowed in the Manufacturing (M) and CM zones on any of the Pacific Industrial Properties, including Parcel A (subject site). Since the Bell Municipal Code allows the sales and storage of sand, gravel, fill dirt, and topsoil in the M zone, CEMEX's proposed aggregate storage and transloading facility is consistent with the Development Agreement. Exhibit C1 of the Development Agreement contained conceptual site plans of the subject site (Parcel A) in which the majority of the northern half of the parcel is covered with an industrial building and southern half occupied by the parking lot. Although the

conceptual site plan did not include an outdoor conveyor belt system and other mechanical equipment present in the CEMEX development, the conceptual site plans were not intended to constitute an exhaustive depiction of all allowed uses, and the Project complies with the fundamental theme, idiom, and design intent of the Basic Design Concept. The proposed site layout is similar to that of the conceptual plan in that the proposed parking lot is located in the same general area (on the south side of the property), and the primary building and business activity are located north of the parking area. In addition, the conveyor belt system is consistent with the applicable design requirements set for in the Development Agreement, and also is an accessory use allowed for in, the Development Agreement. (See Lilburn Report, pps. 4-9.) Although the storage building does not have a roof, the storage building is designed to emulate an industrial/warehouse building and would match the colors, materials, and architectural style of the other buildings within the Bell Business Park (PI Bell development). In addition, although the storage building will not have a roof, a roof is not required because the operations that will be conducted therein (aggregate transport and transfer) are typically conducted in an unenclosed setting rather than an enclosed building. Such a use was contemplated for the Project in the EIR, p. 3.9-9, ¶ 3.8.2. (See RGA Report, p. 22.) The conditions require ongoing maintenance of all the permitted improvements. (See also, RGA Report, pps. 12-16.)

(2) The Project design documents are consistent with the Development Standards and Permitted Land Uses

The Development Standards are set forth in Exhibit C to the Development Agreement, including (i) maximum building area, (ii) minimum lot size, (iii) maximum building height and mass, (iv) minimum parking requirements, (v) enclosing walls and fencing, and (vi) ground-mounted machinery and utilities. As discussed above under SITING, the primary storage building, ancillary buildings and structures are well within the maximum building area and well below the maximum building height. Moreover the 28 parking spaces exceeds the minimum requirements under the Municipal Code. All operations at the site will be enclosed by a concrete tilt-up wall, except for the main driveway which will be enclosed by a wrought iron gate. Ground-mounted equipment (including the conveyors, to the extent considered a such) will be enclosed and screened. (See RGA Report, pps. 16-20; Lilburn Report, p. 7.)

The Permitted Uses are discussed in Exhibit C to the Development Agreement. CEMEX will operate a logistics and distribution facility that will support the transport of construction materials (i.e., aggregate) via onsite railroad service and the subsequent unloading and transfer of the materials onto trucks for delivery to the local marketplace. Thus, the operation will constitute the following types of uses, all of which are Permitted Uses, as shown in Exhibit C to the Development Agreement: distribution; logistics; sorting, loading, and unloading of parcels and freight; onsite railroad service and transfer facility. The operation also constitutes a gravel (aggregate) sales and storage facility, which is a Permitted Use in the M (Manufacturing) zone. (Muni. Code § 17.40.020.A, No. 21.) (See RGA Report, pps. 21-22.)

B. The Project design documents are consistent with the Conditions of Approval

The Conditions of Approval are set forth in Development Agreement Exhibit D. Many of the Conditions have been re-stated and/or incorporated as conditions to the approval of the Project by the Design Review Board. However, many of the Conditions of Approval do not relate to the development of buildings on Parcel A, or the design issue. The Project design

is specifically consistent with the following Conditions of Approval: (i) 3.4 Site Plan--the Project is consistent with the design requirements in Condition 3.4 because all utilities will be screened or enclosed by landscaping, concrete walls, or fencing, as applicable; (ii) 4.3 Building Design--the main storage building and the modular office building are consistent with the design requirements in Condition 4.3 because the buildings will be consistent with the colors and materials board previously submitted to the City; (iii) 5.0 Parking, Loading and Vehicular Access--the Project will provide 28 parking stalls, which exceeds the minimum required stalls, and the Project's conceptual site plan and construction-level plans depict circulation and access points, including the circulation plan related to the unloading of construction materials from the silos directly onto trucks in preparation for delivery to the marketplace; (iv) 6.0 Trip Reduction, 7.0 GHG/AQ Design, and 8.0 Landscaping and Water Supply--the Project will provide preferential parking for electric and fuel efficient vehicles, charging stations for electric vehicles, bicycle storage, and a landscaping plan that will implement water efficiency and conservation strategies and principles. (See RGA Report, pps. 22-24.)

C. To the extent any of the foregoing findings were overturned, in the alternative, any deviations by the Project are found to be minor within the meaning of Section 5D of Exhibit C for the reasons stated above, and the Project promotes the public benefits outlined in Section K of the Development Agreement.

Section K outlines the Developer's responsibility in improving and maintaining offsite facilities, including but not limited to the installation of water, sewer, fire hydrants, streetlights, curb, gutter, street drainage improvements, and street pave-out for Rickenbacker Road and 6th Street as necessary. This provision is included in both the Development Agreement Conditions of Approval and the Conditions of Approval to this Design Review Board application. The City is working to make Rickenbacker Road a public street. The City has received letters of support from adjacent property owners and different organizations in support of making Rickenbacker Road a public street. Pacific Industrial would be responsible for the cost associated with developing and maintaining Rickenbacker Road as a public street via the Conditions. City has agreed to permit the use of Rickenbacker for primary access and to restrict K Street to emergency access when Rickenbacker is available.

RECOMMENDATION

It is recommended that the Design Review Board adopt Resolution No. 2019-01 DRB approving the Project at 5091 Rickenbacker Road subject to the conditions contained herein to be in substantial conformity with the Development Agreement, Basic Concept Drawings, Conditions of Approval and the EIR.

ATTACHMENT(S):

1. Design Review Board Resolution No. 2019-01 DRB
2. Technical Memorandum Prepared by Jeffrey G. Harvey, Ph.D dated January 2, 2019
3. Settlement Agreement
4. Development Agreement
5. CEMEX Application Packet submitted November 9, 2018
6. CEMEX Supplemental Materials submitted December 20, 2018

RESOLUTION 2018-23 DRB

A RESOLUTION OF THE DESIGN REVIEW BOARD OF THE CITY OF BELL APPROVING DRB 2018-01, A REQUEST FOR SITE DESIGN AND BUILDING DESIGN REVIEW OF AN AGGREGATE TRANSLOADING AND STORAGE FACILITY IN THE CM ZONE LOCATED AT 5091 RICKENBACKER ROAD (APN 6332-002-815) AND FINDING SUCH PROJECT TO BE IN SUBSTANTIAL CONFORMITY WITH THE DEVELOPMENT AGREEMENT

WHEREAS, CEMEX and Pacific Industrial (“Applicant”) filed an application on November 9, 2018 and Pacific Industrial designated CEMEX as its representative requesting the approval of Design Review Board (DRB) 2018-01 described herein (“Application”); and

WHEREAS, the Design Review Board was created by that certain Development Agreement approved August 21, 2013 between the City and Pacific Industrial consisting of a member of the City Council and of the Planning Commission; and pursuant to a Charter Amendment and subsequent action by the City Council on July 27, 2016 creating a Planning Commission separate from the City Council, and on September 12, 2018 the City Council designated the Mayor and a member of the Planning Commission to serve for these proceedings; and

WHEREAS, the Applicant is requesting site design and building design review for an aggregate transloading and storage facility (the “Project”) finding substantial conformity with the Development Agreement, Basic Concept Drawings, Conditions of Approval and EIR; and

WHEREAS, the City employed independent expert Harvey Consulting Group to review the Applicant’s analysis that all impacts were consistent with the EIR analysis and determined that the proposed plans are substantially consistent with the Development Agreement prepared in 2013 for the Bell Business Center; and

WHEREAS, a courtesy notice of the Design Review Board’s January 24, 2019 meeting on DRB 2018-01 was published in a local newspaper of general circulation. In addition, a public notice was mailed 10 days in advance of the hearing to each property owner within a 300-foot radius of the project site and other interested parties indicating the date and time of meeting; and

WHEREAS, on January 24, 2019, the Design Review Board held a meeting to receive public testimony and other evidence regarding the Design Review Board application, including without limitation, information provided to the Design Review Board by City staff and public testimony; and,

WHEREAS, this Resolution and its findings are made based upon evidence presented to the Board at its January 24, 2019 meeting including, without limitation, the staff report submitted by the Community Development Department.

WHEREAS, All legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE DESIGN REVIEW BOARD DOES HEREBY FIND, DETERMINE AND DECLARE AS FOLLOWS:

SECTION 1. Recitals. All of the facts set forth in the recitals as well as the written staff report and chronology set forth therein are true and correct and are incorporated herein by reference.

SECTION 2. Foundational Determinations. Pursuant to the Development Agreement (i) permits were originally issued for construction of this Project after City's architectural review board determined the Project was consistent with the Development Agreement, (ii) thereafter construction was commenced and proceed to a substantial state, (iii) the scope of action of the DRB is ministerial under the Development Agreement with its actions final, (iv) conditions may be added to assure that the Project's construction and operations are consistent with the Development Agreement and EIR and do not adversely impact surrounding properties, (v) PI Bell and CEMEX are jointly considered the Applicant thereunder except that obligations concerning a covenant agreement for maintenance of Rickenbacker and reimbursement of expenses must be recorded against the property owner interest and will run with the land.

SECTION 3. CEQA Conclusions. Design or aesthetic review of a project is not a decision that is subject to CEQA. In all other respects, CEMEX's use of Parcel A is subject to and substantially consistent with the Development Agreement and the EIR certified in connection with the approval of the Development Agreement. Therefore, CEMEX's use of Parcel A does not result in new significant environmental impacts, a substantial increase in impacts identified in the Development Agreement EIR, or require substantially different mitigation measures than those established for purposes of the Development Agreement.

SECTION 4. Substantial Compliance. Based upon substantial evidence presented to this Design Review Board during the meeting conducted with regard to the Application, including written staff reports, verbal testimony, site plans, and subject to the Conditions of Approval ("Conditions") attached hereto as Exhibit "A," the Design Review Board hereby specifically finds substantial conformity with the Development Agreement, Basic Concept Drawings, the conditions thereto, and the EIR as follows:

A. The Project design documents are consistent with the Scope of Development

Exhibit C of the Development Agreement clarifies that "Scope of Development" includes the (i) "Basic Design Concept", and (ii) "Development Standards and Permitted Uses."

(1) The Project design documents are consistent with the Basic Design Concept

The subject property is in the Commercial Manufacturing (CM) zone. The Development Agreement allows any use allowed in the Manufacturing (M) and CM zones on any of the Pacific Industrial Properties, including Parcel A (subject site). Since the Bell Municipal Code allows the sales and storage of sand, gravel, fill dirt, and topsoil in the M zone, CEMEX's proposed aggregate storage and transloading facility is consistent with the Development Agreement. Exhibit C1 of the Development Agreement contained conceptual site plans of the subject site (Parcel A) in which the majority of the northern half of the parcel is covered with an industrial building and southern half occupied by the parking lot. Although the conceptual site plan did not include an outdoor conveyor belt system and other mechanical equipment present in the CEMEX development, the conceptual site plans were not intended to constitute

an exhaustive depiction of all allowed uses, and the Project complies with the fundamental theme, idiom, and design intent of the Basic Design Concept. The proposed site layout is similar to that of the conceptual plan in that the proposed parking lot is located in the same general area (on the south side of the property), and the primary building and business activity are located north of the parking area. In addition, the conveyor belt system is consistent with the applicable design requirements set for in the Development Agreement, and also is an accessory use allowed for in, the Development Agreement. (See Lilburn Report, pps. 4-9.) Although the storage building does not have a roof, the storage building is designed to emulate an industrial/warehouse building and would match the colors, materials, and architectural style of the other buildings within the Bell Business Park (PI Bell development). In addition, although the storage building will not have a roof, a roof is not required because the operations that will be conducted therein (aggregate transport and transfer) are typically conducted in an unenclosed setting rather than an enclosed building. Such a use was contemplated for the Project in the EIR, p. 3.9-9, ¶ 3.8.2. (See RGA Report, p. 22.) The conditions require ongoing maintenance of all the permitted improvements. (See also, RGA Report, pps. 12-16.)

(2) The Project design documents are consistent with the Development Standards and Permitted Land Uses

The Development Standards are set forth in Exhibit C to the Development Agreement, including (i) maximum building area, (ii) minimum lot size, (iii) maximum building height and mass, (iv) minimum parking requirements, (v) enclosing walls and fencing, and (vi) ground-mounted machinery and utilities. As discussed above under SITING, the primary storage building, ancillary buildings and structures are well within the maximum building area and well below the maximum building height. Moreover the 28 parking spaces exceeds the minimum requirements under the Municipal Code. All operations at the site will be enclosed by a concrete tilt-up wall, except for the main driveway which will be enclosed by a wrought iron gate. Ground-mounted equipment (including the conveyors, to the extent considered a such) will be enclosed and screened. (See RGA Report, pps. 16-20; Lilburn Report, p, 7.)

The Permitted Uses are discussed in Exhibit C to the Development Agreement. CEMEX will operate a logistics and distribution facility that will support the transport of construction materials (i.e., aggregate) via onsite railroad service and the subsequent unloading and transfer of the materials onto trucks for delivery to the local marketplace. Thus, the operation will constitute the following types of uses, all of which are Permitted Uses, as shown in Exhibit C to the Development Agreement: distribution; logistics; sorting, loading, and unloading of parcels and freight; onsite railroad service and transfer facility. The operation also constitutes a gravel (aggregate) sales and storage facility, which is a Permitted Use in the M (Manufacturing) zone. (Muni. Code § 17.40.020.A, No. 21.) (See RGA Report, pps. 21-22.)

B. The Project design documents are consistent with the Conditions of Approval

The Conditions of Approval are set forth in Development Agreement Exhibit D. Many of the Conditions have been re-stated and/or incorporated as conditions to the approval of the Project by the Design Review Board. However, many of the Conditions of Approval do not relate to the development of buildings on Parcel A, or the design issue. The Project design is specifically consistent with the following Conditions of Approval: (i) 3.4 Site Plan--the Project is consistent with the design requirements in Condition 3.4 because all utilities will be screened or enclosed by landscaping, concrete walls, or fencing, as applicable; (ii) 4.3 Building Design--the main storage building and the modular office building are consistent with the design requirements in Condition 4.3 because the buildings will be consistent with the colors and materials board previously submitted to the City; (iii) 5.0 Parking, Loading and

Vehicular Access--the Project will provide 28 parking stalls, which exceeds the minimum required stalls, and the Project's conceptual site plan and construction-level plans depict circulation and access points, including the circulation plan related to the unloading of construction materials from the silos directly onto trucks in preparation for delivery to the marketplace; (iv) 6.0 Trip Reduction, 7.0 GHG/AQ Design, and 8.0 Landscaping and Water Supply--the Project will provide preferential parking for electric and fuel efficient vehicles, charging stations for electric vehicles, bicycle storage, and a landscaping plan that will implement water efficiency and conservation strategies and principles. (See RGA Report, pps. 22-24.)

C. To the extent any of the foregoing findings were overturned, in the alternative, any deviations by the Project are found to be minor within the meaning of Section 5D of Exhibit C for the reasons stated above, and the Project promotes the public benefits outlined in Section K of the Development Agreement.

Section K outlines the Developer's responsibility in improving and maintaining offsite facilities, including but not limited to the installation of water, sewer, fire hydrants, streetlights, curb, gutter, street drainage improvements, and street pave-out for Rickenbacker Road and 6th Street as necessary. This provision is included in both the Development Agreement Conditions of Approval and the Conditions of Approval to this Design Review Board application. The City is working to make Rickenbacker Road a public street. The City has received letters of support from adjacent property owners and different organizations in support of making Rickenbacker Road a public street. Pacific Industrial would be responsible for the cost associated with developing and maintaining Rickenbacker Road as a public street via the Conditions. City has agreed to permit the use of Rickenbacker for primary access and to restrict K Street to emergency access when Rickenbacker is available.

SECTION 5. Rickenbacker. The Development Agreement stated in Section 5.4.2 that Developer was to reach agreement with adjacent property owners for the use and maintenance of Rickenbacker without City contribution within three years of the Effective Date and if unsuccessful the City could consider but is not required to acquire the road and establish an assessment district, subject to the protest rights of other parties. Such property owners are now contributing easements without charge but not willing to be assessed. The EIR found that using K Street for access was unsuitable, unsafe, and adjacent property owners have raised objections to the continuing interim use of the secondary access via K Street. Accordingly, City has initiated acquiring easement rights to make Rickenbacker a public street, subject to Developer's funding maintenance of Rickenbacker through a recorded covenant agreement. Any approval hereunder shall be void if Developer cannot achieve primary access on Rickenbacker.

SECTION 6. Annual Review. City has not been performing the required annual review under Section 10 of the Development Agreement and shall in the future monitor Developer's performance appropriately.

SECTION 7. Approval Subject to Conditions. The Design Review Board approves DRB 2018-01 subject to the Conditions of Approval set forth in Exhibit "A" attached hereto, but this Resolution shall not be effective until the Applicants have given written acceptance of the conditions hereof. In accordance with Section 6.2.7, this action shall be deemed final and not appealable.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 24th day of January 2019.

Fidencio J. Gallardo, Mayor

ATTEST:

Angela Bustamante,
Design Review Board Secretary

APPROVED AS TO FORM:

David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, Design Review Board Secretary of the City of Bell, do hereby certify that the foregoing Resolution was adopted at a meeting of the Design Review Board of the City of Bell held on the 24th day of January 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Exhibit "A"

CEMEX DESIGN REVIEW
5091 RICKENBACKER ROAD
DRB 2019-01
CONDITIONS OF APPROVAL

I. REQUIRED STANDARD CONDITIONS:

1. The City of Bell ("City") and PI Bell LLC ("Developer") previously entered into that certain Development Agreement No. 2013-01 (the "Development Agreement"), dated September 25, 2013, pursuant to which Developer received the right to develop the Bell Business Center Project ("Project"). Parcel A of the Project is leased by BNSF Railway ("BNSF"); BNSF has entered into a 30-year sublease plus options with CEMEX Construction Materials Pacific, LLC ("CEMEX") as the tenant of Parcel A. CEMEX is not a party to the Development Agreement; but, CEMEX, along with PI Bell, is considered the applicant ("Applicant") with regard to the development of Parcel A and therefore, is responsible for understanding and following the terms of the Development Agreement, as applicable to Parcel A, except where otherwise specifically provided herein. The specification of certain provisions of the Development Agreement herein does not relieve the Applicant of complying with other relevant provisions thereof.
2. Compliance with and execution of all conditions listed herein shall be necessary prior to obtaining building permit final and/or any occupancy clearance.
3. The Applicant or an authorized representative, shall execute an Affidavit indicating that it is aware of all of the terms, and accepts all the conditions, imposed by the granting of this Design Review Board ("DRB") approval.
4. The Applicant shall comply with all Federal, State, County, and Local laws and ordinances that may apply to the DRB approval, stated herein or not.
5. This DRB approval is subject to the Applicant paying all fees and assessments to the City, as established in the Development Agreement or by the Resolution of the City Council applicable to the Parcel A project. Applicant shall pay all City costs of processing and obtaining the DRB approval, including outside third party consultant expenses and legal costs, which shall be paid before permit issuance. To expedite permit issuance, Applicant may make a deposit in such amount as shall be reasonably estimated by City to cover all expenses and against which fees and costs can be deducted.
6. The Applicant shall defend, indemnify and hold harmless the City, 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, an approval of the City, its advisory agencies, or legislative body, as related to the DRB approval. The City will promptly notify the Applicant of any such claim, action or proceeding against the City and the Applicant shall either undertake defense of the matter and pay the City's associated legal fees or other consultant costs, or will advance funds to pay for defense of the matter by the City Attorney. If the City fails to promptly notify the Applicant of any such claim, action or proceeding, or fails to cooperate fully in the defense, the Applicant shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the Applicant'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.

7. An approval by the Design Review Board does not constitute a building permit or authorization to begin construction. An appropriate permit issued by the Building and Safety Division must be obtained prior to construction, enlargement, relocation, or conversion of any building or structure with the City.
8. All construction and development shall conform to the approved plans on file in the Community Development Department.
9. Wherever any approval is required hereunder, the approval shall be by the Director of Planning and Community Development, or equivalent official, unless expressly provided otherwise. "Director" herein shall refer to such official.
10. The Applicant shall comply with Development Agreement Condition of Approval No. 5.2 (the Condition of Approvals applicable to the Project were attached as Exhibit "D" to the Development Agreement and are hereinafter referred to as the "Development Agreement Conditions of Approval"), which provides as follows:

5.2	<p>Parking and loading facilities, access points and on-site circulation shall be developed in accordance with the approved plans which include tentative map, site plans, landscaping and grading plans on file in the Community Development Department, the conditions contained herein, the Bell Business Center Development Agreement and the Zoning Code. Modifications that are not minor modifications shall require additional approval of the Design Review Board.</p> <p>a. Landscape Island Dimensions. All parking lot landscape islands shall have a minimum outside dimension of 6 feet and shall contain a 12-inch walk adjacent to the parking stall (including curb).</p> <p>b. Security Gate Review. Plans for any security gates shall be submitted to the Community Development Director, City Engineer, and County of Los Angeles Fire Department for review and approval prior to issuance of building permits.</p> <p>c. Handicap accessible stalls shall be provided as called for in the California Building Code.</p>	
-----	---	--

II. REQUIRED CONDITIONS TO MAINTAIN DEVELOPMENT AGREEMENT AND EIR CONSISTENCY

A. APPLICABLE DURING CONSTRUCTION AND PRIOR TO OCCUPANCY:

1. In order to reduce short-term fugitive dust impacts on nearby sensitive receptors, the Applicant shall comply with Development Agreement Conditions of Approval No. 14.4.a.-u., which provide as follows

14.4	<ul style="list-style-type: none">a. Developer shall complete all roadways, driveways, sidewalks etc. as soon as possible, and shall ensure that building pads are laid as soon as possible after grading unless seeding or soil binders are used, and shall ensure all construction access roads are paved at least 100 feet on to the site from the main road;b. All active portions of the construction site shall be watered every three hours during daily construction activities and when dust is observed migrating from the project site to prevent excessive amounts of dust;c. All disturbed unpaved roads, stockpiles, and disturbed areas within the project must be watered at least three (3) times daily during dry weather;d. All streets shall be swept at least once daily using SCAQMD Rule 1186 certified street sweepers, with water trucks if visible soil materials are carried to adjacent streets;e. Pave or apply water every three hours during daily construction activities or apply non-toxic soil stabilizers on all unpaved access roads, parking areas, and staging areas. More frequent watering shall occur if dust is observed migrating from the site during site disturbance;f. Developer shall limit fugitive dust sources to 20% opacity;g. Developer shall require a dust control plan for earthmoving operations;h. Any on-site stockpiles of debris, dirt, or other dusty material shall be enclosed, covered, or watered twice daily, or non-toxic soil binders shall be applied;i. Developer shall cease all clearing, grading, earth-moving, or excavation activities when winds exceed 25 miles per hour in order to limit fugitive dust emissions;j. Disturbed areas shall be replaced with ground cover or paved immediately after construction is completed in the affected area;	
------	---	--

	<ul style="list-style-type: none"> k. Gravel bed track-out aprons (3 inches deep, 25 feet long, 12 feet wide per lane and edged by rock-berm or row of stakes), in addition to other track-out control devices including wheel shakers and washers, shall be installed and maintained to reduce mud/dirt track-out from unpaved truck exit routes; l. Developer shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less; m. All on-site roads shall be paved as soon as feasible, watered twice daily, or chemically stabilized; n. Visible dust beyond the property line which emanates from the project shall be prevented to the maximum extent feasible; o. All material transported off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust prior to departing the job site, and at least six inches of freeboard space from the top of the container shall be maintained; p. Reroute construction trucks away from congested streets or sensitive receptor areas, and shall configure construction parking to minimize traffic interference; q. Developer shall provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site; r. All delivery truck tires shall be watered down and/or scraped down prior to departing the job site; s. Developer shall ensure that any site access point within 30 minutes of any visible dirt deposition on any public roadway shall be swept or washed. t. A person shall be designated to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite, and developer shall post a publicly visible sign with the telephone number and contact person's name, who can be reached 24 hours a day. u. Developer shall ensure that all construction forklifts shall be electric or natural gas powered, where feasible. Feasibility shall be determined using South Coast Air Quality Management District guidelines and appropriate input from that agency. 	
--	--	--

2. In order to reduce short-term fugitive dust impacts on nearby sensitive receptors, the Applicant shall comply with Development Agreement Conditions of Approval No. 14.5.a.-f., which provide as follows:

14.5	<ul style="list-style-type: none"> a. Developer shall ensure that any vegetative cover to be utilized onsite shall be planted as soon as possible to reduce the disturbed area subject to wind erosion. Irrigation systems required for these plants shall be installed as soon as possible to maintain good ground cover and to minimize wind erosion of the soil; b. Developer shall ensure that only “Zero-Volatile Organic Compounds” paints (no more than 150 gram/liter of VOC) and/or High Pressure / Low Volume (HPLV) applications consistent with South Coast Air Quality management District Rule 1113 shall be used; c. Developer shall ensure installation of catalytic converters on gasoline- powered equipment; d. Developer shall ensure that all construction forklifts shall be electric or natural gas powered, where feasible. Feasibility shall be determined using South Coast Air Quality Management District guidelines and appropriate input from that agency. e. Developer shall ensure suspension of use of all construction equipment operations during second stage smog alerts. f. To ensure the technology can be employed when it becomes commercially available, the developer(s)/successor(s) shall install electrical infrastructure to accommodate electrical equipment (e.g. appropriately sized panels, conduit runs, etc.) to accommodate electrical charging for long haul trucks. 	
------	---	--

3. The Applicant shall comply with Development Agreement Condition of Approval No. 7.11, which provides as follows:

7.11	Project shall comply with applicable provisions of state law, including the California Green Building Standards Code (Part 11 of Title 24 of the California Code of Regulations) (CALGREEN).	
------	--	--

4. The Applicant shall comply with Development Agreement Condition of Approval No. 7.13, which provides as follows:

7.13	The truck access gates and loading docks within the truck courts on the project site shall be posted with signs which state: a. Truck drivers shall turn off engines when not in use. b. Diesel trucks servicing the project shall not idle for more than 3 minutes. c. Telephone numbers of the building facilities manager and the California Air Resources Board (CARB) to report violations.	
------	---	--

5. The Applicant shall comply with Development Agreement Condition of Approval No. 11.5.a, which provides as follows:

11.5	a. All trucks, tractors, and forklifts shall be operated with proper operating and maintained mufflers.	
------	---	--

6. The Applicant shall comply with Development Agreement Condition of Approval No. 11.5.b, which provides as follows:

11.5	b. Maintain quality pavement conditions that are free from bumps to minimize truck noise.	
------	---	--

7. The Applicant shall comply with Development Agreement Condition of Approval No. 7.3, which provides as follows:

7.3	Developer shall ensure electrical outlets shall be installed on the exterior walls of all buildings (and perhaps parking lots) to promote the use of electric landscape maintenance equipment.	
-----	--	--

8. The Applicant shall comply with Engineering Division Development Agreement Conditions of Approval Nos. 15.1, 15.2, 15.3, 15.4, which provide as follows:

15.1	All onsite and offsite landscaping, walls, fences, and monument signage shall be subject to the review and approval of the City Engineer to ensure sight distance is not obstructed.	
15.2	[Prior to any further issuance of grading or building permits, the Project] Developer shall prepare a Traffic Management Plan (TMP) to address traffic and safety concerns resulting from any lane closure(s) necessary to implement the Conditions of Approval. At a minimum, the TMP shall include measures to accomplish the following: a. Clearly denote lane closures, detours, and turning restrictions, with appropriate signs and other traffic control devices to alert travelers;	

	<ul style="list-style-type: none"> b. Ensure vehicular and emergency access to the project area is maintained during construction; c. Maintain pedestrian circulation; and d. Construction equipment traffic shall be controlled by flaggers, as appropriate. 	
15.3	The TMP shall be reviewed and approved by the City Engineer for compliance with the California Manual on Uniform Traffic Control Devices. The TMP shall be implemented by a qualified contractor holding a valid C31 license.	
15.4	Prior to issuance of a Certificate of Occupancy by the City of Bell, the project developer shall design and construct, to the satisfaction of the City Engineer, signing, striping, & markings to indicate allowed/prohibited truck movements onsite and at the project entry points identified by the City Engineer.	

9. The Community Development Director may allow Building Permit final and occupancy pending minor items that are required to be done prior to project completion, provided that the Applicant post a bond or security. The Applicant shall submit the request to place a bond or security in writing. The written request shall contain a list of pending or "punchlist" items and anticipated completion dates. The City shall respond to the Applicant's request within five (5) business days. The bond or security shall be in the amount and form as approved by the City Attorney.

B. APPLICABLE DURING OPERATION OF FACILITY:

1. Any graffiti placed on any building or structure located on the property shall be removed promptly after its placement. Failure on the Applicant's behalf to remove such graffiti upon twenty-four (24) hours written notice shall empower the City to enter upon the property and cause such removal, or painting over, of said graffiti, at the expense of the Applicant. The Applicant shall promptly pay, upon receipt of an invoice from the City, all the City's reasonable costs of such work.
2. City is agreeing to accept Rickenbacker as a public street and is securing consent of adjacent property owners therefor. The Applicant shall reasonably assist City in obtaining the necessary consents to establish access to Parcel A from Rickenbacker Road and shall also pay all City costs related thereto, except for internal staff time, but for all reasonable legal and consultant costs. Accordingly, Applicant shall be allowed by City to use Rickenbacker for its operations.
3. Applicant shall fund and install a solar powered radar speed sign on K Street at a location designated by Director to be operational when K Street is used for access. Once Rickenbacker Road is used for access, the gate along K Street shall remain closed and

locked at all times and shall only be open during an emergency, or if maintenance/repair work is being performed on the gate itself. The Applicant shall install a KnoxBox outside the gate for emergency personnel access. The Applicant may install a "crash gate" in lieu of a KnoxBox per Los Angeles County Fire Department review and approval.

4. In accordance with the Development Agreement, truck and other access for deliveries to and from Parcel A shall be from Rickenbacker Road. K Street shall be limited to emergency access unless the City concludes it will not be able to secure access to Parcel A legally via Rickenbacker. Developer shall be responsible for the maintenance of the street, including paving, curbs, gutters, drainage, sewers, fire hydrants, signage, signals, lighting and other public street infrastructure pursuant to a recorded covenant agreement between City and the Developer, owner of the Parcels (the "Covenant Agreement") for maintenance and reimbursement of costs. City shall have full enforcement rights should Developer fail to carry out the terms of the Covenant Agreement, including the right to revoke permits or impose liquidated damages after reasonable notice should Developer fail to cure defaults.
5. Pursuant to Section 4 of that certain Stipulation re Dismissal in Case No. BS172136 dated September 13, 2018, that Applicant coordinate with its neighbors to address concerns including meeting at least monthly. Applicant shall maintain a complaint hotline on a 24/7 status and shall post a publicly visible sign with the 24/7 telephone number and contact person's name where complaints can be received. Applicant agrees to maintain a written log of all complaints and actions taken in connection with the complaints and to inform complainants of the actions taken. Applicant shall provide to the City within ten (10) days of receiving a written request for such information from the City a report of complaints received within the prior 6 months and the actions taken in response.
6. Pursuant to Section 10.1 of the Development Agreement, Developer is required to undertake an Annual Review of performance under the Development Agreement. The review may be of all parcels collectively or individual parcels. Applicant is responsible for such review as it impacts Parcel A. This review shall comply with the Development Agreement including (i) the provision of information received and maintained pursuant to the preceding Condition B 5, (ii) demonstrating that the Applicant has complied in good faith with the terms of this Agreement and (iii) as required by the Land Use Regulations. If no issues are found, the Director may approve the Report administratively but at least every three years the Report shall be taken to the Planning Commission and City Council for review. In accordance with the Development Agreement the costs of City's review shall be reimbursed by Applicant. Notwithstanding the Annual Review, a review may be initiated at any time based upon complaints or if inspection by City reveals non-performance by Applicant. In such cases, Applicant shall always be given reasonable written notice of the alleged default and the corrective action required, and a reasonable opportunity to cure the stated defaults. If the City finds and determines that there has not been substantial compliance with the terms and conditions of this Agreement for the period under review, the City may declare a default in accordance with Article 1 1 of the Development Agreement. Defaults may be limited to the particular parcel under review.
7. The Applicant shall comply with the South Coast AQMD Permits to Construct/Operate, including the throughput requirements and the requirements to maintain and make available records to demonstrate compliance with the throughput requirements. The

tracking data shall be provided to the City upon request therefor following a reasonable notice period.

8. On-site stockpiles located outside of the defined storage building shall be maintained in a manner consistent with South Coast AQMD Rule 1157(6)(A), which provides:
 - (A) The operator of a facility/operation shall maintain in a stabilized condition the entire surface area of the open storage piles of materials, except for areas of the piles that are actively disturbed during the loading and/or unloading activities. Alternatively, the operator may:
 - (i) store materials in a silo or bunker;
 - (ii) maintain at least two feet of freeboard from the highest portion of the piles; and
 - (iii) for the bunker, stabilize the sides of the pile that are not shielded by non-porous walls.
9. Visible dust which emanates from the project shall be managed through compliance with the following conditions in South Coast AQMD Permits to Construct/Operate:
 - (A). This equipment shall be properly maintained and kept in good operating conditions at all times. (2)
 - (B) This facility shall comply with all applicable requirements of Rule 1157. (5)
 - (C) Aggregate charged, and aggregate in process shall be kept sufficiently moist to prevent excessive dust emissions. (6)
 - (D). The high pressure water spray system shall be operated and shall be maintained for all dry conveyor transfer pints. (7)
10. All material transported off-site shall be subject to South Coast AQMD Rule 1157(d)(8)(A) and (B), which provide:
 - (A) The operator of a facility/operation and the drivers must take all reasonable steps to ensure that all loads on aggregate trucks are leveled and maintained with at least 6 inches of freeboard, and that the load is stabilized by applying dust suppressants in sufficient quantities so that the performance standards in subparagraph (d)(1)(A) are met, unless the driver tarps or suitably covers the load prior to entering paved public roads.
 - (B) The operator of a facility/operation must post signs at the exits of the facility to require all loads to comply with the requirements in subparagraph (d)(8)(A).
11. The Applicant shall maintain preferential parking locations for EVs and CNG/LNG vehicles as indicated on the approved site plan.
12. The Applicant shall comply with Development Agreement Condition of Approval No. 7.2, which provides as follows:

7.2	Developer shall ensure provision of grass paving, trees shading, or reflective surface for unshaded parking lot areas, driveways, or fire lanes that reduce standard black asphalt paving by 10% or more.	
-----	---	--

13. The Applicant shall maintain a minimum of 10 bicycle storage spaces as indicated on the approved plans.
14. The Applicant shall maintain a total of 28 parking spaces onsite as shown on the approved site plan.
15. The Applicant shall maintain carpool and vanpool designated off-street parking close to the building at a rate of 5-percent of the total parking area as indicated on the approved site plan.
16. The Applicant shall comply with Development Agreement Condition of Approval No. 6.1.c., which provides as follows:

6.1	e. Category 5 telephone cable or fiber optic cable shall be provided.	
-----	---	--

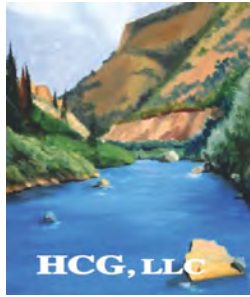
17. The Applicant shall comply with Development Agreement Condition of Approval No. 15.6, which provides as follows:

15.6	On-street parking or staging of vehicles shall not be permitted to occur in conjunction with operation of the project facility. If actual parking or loading demand exceeds that provided, the project developer shall either reconfigure the site to accommodate the demand or provide additional parking offsite within a reasonable walking distance. The design and construction of any site reconfiguration is subject to City review and approval. The arrangements for offsite parking, as well as any associated design and construction, are subject to City review and approval.	
------	--	--

III. DESIGN REVIEW BOARD CONDITIONS:

- A. A permanent maintenance program shall be implemented ensuring regular irrigation, fertilization, and weed removal for the approved landscaping. All landscaping shall be maintained in a healthy, neat, and orderly condition, free of weeds and debris and with operating irrigation at all times. Parcel A shall be kept free of trash and debris at all times. Any dying or dead landscaping, as identified by a certified arborist, shall be replaced within 30 days with landscaping in accordance with the landscape plan. Of particular importance are 36" box-size trees along the frontage of Parcel A and the 710 Freeway, which, in the event of death, shall be replaced by trees of similar maturity, to the extent reasonably possible.
- B. The Applicant shall install the landscaping as indicated on the approved landscape plans. The Director, or written designee, shall inspect the landscape materials and irrigation systems prior to the final release of utilities. The Applicant shall not receive permission to occupy the facility and begin business operations until all landscaping and irrigation have been installed per the approved plans.

- C. The colors and materials used for the project shall be consistent with the material/color board approved by the Design Review Board. Any changes to the colors and materials used for the project shall be reviewed and approved by the Director.
- D. A separate Planning Division review process shall be required for all business identification signs per Section 17.84 of the Bell Municipal Code. Business identification signs shall not be installed prior to obtaining Planning Division approval and applicable permits from the Building and Safety Division.



Technical Memorandum No. PIB-1 (Internal Review Draft V1)

Date: January 2, 2019

To: Gustavo Romo
Community Development Director
City of Bell
Via email: gromo@cityofbell.org

From: Jeffrey G. Harvey, Ph.D., Principal & Senior Scientist
Harvey-Jeff@sbcglobal.net

Re: City of Bell – CEMEX Pacific Business Center Project – Recommended Conditions of Design Review Approval Related to Air Quality / Greenhouse Gases, Noise and Traffic Generation

Introduction

The City is in the process of developing final conditions of approval for the CEMEX Pacific Business Center as a part of design review. A Final Environmental Impact Report (FEIR) was prepared by the City that addressed industrial development of the site, originally known as the Bell Business Center Project (SCH No. 2013041025; August 2013). The CEMEX proposal now subject to the City's Design Review Board process is an alteration of the originally proposed business center project that lies entirely within the same parcels A, F and G considered in the FEIR and includes development of approximately similar intensity of business and industrial activity; (see Exhibit 2 of the CEMEX Design Review Board Application).

Neighboring property owners have expressed concerns regarding the altered project, specifically with regard to air quality and greenhouse gas emissions, noise and traffic generation and routing. The City of Bell has requested review of the environmental conditions applicable to the property,

and for possible recommendations of applicable conditions of approval. This internal review draft technical memorandum presents the results of our review and identifies the conditions of approval that the City may consider as a part of its design review process. These measures have been extracted from the Mitigation Monitoring and Reporting Program (MMRP) and related Conditions of Approval that was adopted with the FEIR; (see exhibits A and B of Resolution No. 2013-42-PC, adopted August 21, 2013). An additional measure has been added to address possible noise and dust issues associated with the outdoor rock conveyor system proposed by CEMEX (see Exhibit 4 of the CEMEX Design Review Board Application).

Recommended Conditions of Approval

Air Quality / Greenhouse Gas Emissions

GHG/AQ - Construction Phase and SCAQMD Rule 403 and 402 Compliance: Prior to issuance of any Grading Permit, the City Engineer and the Chief Building Official shall confirm that the Grading Plan, Building Plans, and specifications stipulate that, in compliance with SCAQMD Rule 403, excessive fugitive dust emissions shall be controlled by regular watering or other dust prevention measures, as specified in the SCAQMD's Rules and Regulations. In addition, SCAQMD Rule 402 requires implementation of dust suppression techniques to prevent fugitive dust from creating a nuisance off-site.

Implementation of the following measures will reduce short-term fugitive dust impacts on nearby sensitive receptors and shall be noted on the grading plans:

- a. Developer shall complete all roadways, driveways, sidewalks etc. as soon as possible, and shall ensure that building pads are laid as soon as possible after grading unless seeding or soil binders are used, and shall ensure all construction access roads are paved at least 100 feet on to the site from the main road;
- b. All active portions of the construction site shall be watered every three hours during daily construction activities and when dust is observed migrating from the project site to prevent excessive amounts of dust;
- c. All disturbed unpaved roads, stockpiles, and disturbed areas within the project must be watered at least three (3) times daily during dryweather;
- d. All streets shall be swept at least once daily using SCAQMD Rule 1186 certified street sweepers, with water trucks if visible soil materials are carried to adjacent streets;
- e. Pave or apply water every three hours during daily construction activities or apply non-toxic soil stabilizers on all unpaved access roads, parking areas, and staging areas. More frequent watering shall occur if dust is observed migrating from the site during site disturbance;
- f. Developer shall limit fugitive dust sources to 20% opacity;

- g. Developer shall require a dust control plan for earthmoving operations;
- h. Any on-site stockpiles of debris, dirt, or other dusty material shall be enclosed, covered, or watered twice daily, or non-toxic soil binders shall be applied;
- i. Developer shall cease all clearing, grading, earth-moving, or excavation activities when winds exceed 25 miles per hour in order to limit fugitive dust emissions;
- j. Disturbed areas shall be replaced with ground cover or paved immediately after construction is completed in the affected area;
- k. Gravel bed track-out aprons (3 inches deep, 25 feet long, 12 feet wide per lane and edged by rock-berm or row of stakes), in addition to other track-out control devices including wheel shakers and washers, shall be installed and maintained to reduce mud/dirt track-out from unpaved truck exit routes;
- l. Developer shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less;
- m. All on-site roads shall be paved as soon as feasible, watered twice daily, or chemically stabilized;
- n. Visible dust beyond the property line which emanates from the project shall be prevented to the maximum extent feasible;
- o. All material transported off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust prior to departing the job site, and at least six inches of freeboard space from the top of the container shall be maintained;
- p. Reroute construction trucks away from congested streets or sensitive receptor areas, and shall configure construction parking to minimize traffic interference;
- q. Developer shall provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site
- r. All delivery truck tires shall be watered down and/or scraped down prior to departing the job site;
- s. Developer shall ensure that any site access point within 30 minutes of any visible dirt deposition on any public roadway shall be swept or washed; and
- t. A person shall be designated to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off-site, and developer shall post a publicly visible sign with the telephone number and contact person's name, who can be reached 24 hours a day.
- u. Developer shall ensure that all construction forklifts shall be electric or natural gas powered, where feasible. Feasibility shall be determined using South Coast Air Quality Management District guidelines and appropriate input from that agency.

GHG/AQ - Further Construction Conditions.

- a. Developer shall ensure that any vegetative cover to be utilized onsite shall be planted as soon as possible to reduce the disturbed area subject to wind erosion. Irrigation systems required for these plants shall be installed as soon as possible to maintain good

- ground cover and to minimize wind erosion of the soil;
- b. Developer shall ensure that only “Zero-Volatile Organic Compounds” paints (no more than 150 gram/liter of VOC) and/or High Pressure / Low Volume (HPLV) applications consistent with South Coast Air Quality management District Rule 1113 shall be used;
 - c. Developer shall ensure installation of catalytic converters on gasoline- powered equipment;
 - d. Developer shall ensure that all construction forklifts shall be electric or natural gas powered, where feasible. Feasibility shall be determined using South Coast Air Quality Management District guidelines and appropriate input from that agency.
 - e. Developer shall ensure suspension of use of all construction equipment operations during second stage smog alerts.
 - f. To ensure the technology can be employed when it becomes commercially available, the developer(s)/successor(s) shall install electrical infrastructure to accommodate electrical equipment (e.g. appropriately sized panels, conduit runs, etc.) to accommodate electrical charging for long haul trucks.
Businesses operating on the site shall comply with the Clean Trucks Program for the Ports of LA and Long Beach to the extent permissible by law.
 - h. In the event a tenant is secured before construction (“Build to Suit”) and the tenant has a specific requirement for on-site electrical vehicle charging or natural gas fueling facilities, Developer shall coordinate the construction of such facilities to meet this demand.
 - i. Developer will commit \$100,000 as a grant to the Businesses to promote the use of clean fuel heavy-duty trucks. These funds could be utilized in a number of ways (including, but not limited to CNG/LNG fleet conversions, purchase of new (model year 2010 or later) trucks or hostlers, participate in demonstration project with the Port of LA and LB and/or South Coast Air Quality Management District or California EPA, or upgrading facilities to accommodate the infrastructure necessary to support a “clean fuel” fleet component. Such targeted use would be memorialized through the lease or other binding agreement between Developer and the Business. Grant availability is contingent upon success in obtaining New Market Tax Credits (NMTC) with the assistance of the City (such effort being required by the language in the Project Development Agreement). If Businesses on site are unable to comply (within reason) with the Clean Truck Program per the prior condition, the \$100,000 grant will serve as a safe harbor provision to preclude further enforcement action of this requirement. Within reason suggests that the Businesses can prove that there are sufficient barriers, such as an economic burden, the purchase of emergency equipment, and market unavailability, so that it is unable to comply.
 - j. Developer shall ensure provision of preferential parking locations for EVs and CNG/LNG vehicles.

- k. Developer shall ensure provision of grass paving, tree shading, or reflective surface for unshaded parking lot areas, driveways, or fire lanes that reduce standard black asphalt paving by 10% or more.
- l. Developer shall ensure electrical outlets shall be installed on the exterior walls of all buildings (and perhaps parking lots) to promote the use of electric landscape maintenance equipment.
- m. Developer shall provide secure, weather-protected bicycle parking for employees.
- n. Developer shall provide direct, safe, attractive pedestrian access from project to transit stops and adjacent development.
- o. Developer shall provide showers and lockers for employees bicycling or walking to work.
- p. Developer shall provide short-term bicycle parking for retail customers and other non-commute trips.
- q. Developer shall connect bicycle lanes/paths to city-wide network as available.
- r. Developer shall design and locate buildings to facilitate transit access, e.g. locate building entrances near transit stops, eliminate building setbacks, etc.

To reduce energy demand associated with potable water conveyance, the Project shall implement the following:

- a. Landscaping palette emphasizing drought tolerant plants;
- b. Use of water-efficient irrigation techniques
- c. U.S. EPA Certified “WaterSense” labeled or equivalent faucets, high efficiency toilets (HET’s), and water-conserving shower heads.

Project shall comply with applicable provisions of state law, including the California Green Building Standards Code (Part 11 of Title 24 of the California Code of Regulations) (CALGREEN).

Developer shall provide a display case or kiosk displaying transportation information in a prominent area accessible to employees or residents.

The truck access gates and loading docks within the truck courts on the project Sites shall be posted with signs which state:

- a. Truck drivers shall turn off engines when not in use
- b. Diesel trucks servicing the project shall not idle for more than 3 minutes

Telephone numbers of the building facilities manager and the CARB to report violations

The Project will reduce vehicle miles travelled and emissions associated with trucks and vehicles by implementing the following measures:

- a. Pedestrian and bicycle connections shall be provided to surrounding areas

consistent with the City's General Plan.
Preferential parking (striped and signed) shall be provided for carpools and vanpools.

In order to reduce Project-related air pollutant and greenhouse gas (GHG) emissions and promote sustainability through conservation of energy and other natural resources, building and site plan designs shall ensure that the Project energy efficiencies surpass (exceed) applicable (2008) California Title 24 Energy Efficiency Standards by a minimum of 15 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance reports provided by the Applicant, and reviewed and approved by the City prior to the issuance of the first building permit.

Noise Control

- a. All trucks, tractors, and forklifts shall be operated with proper operating and maintained mufflers.
- b. Maintain quality pavement conditions that are free from bumps to minimize truck noise.
- c. The truck access gates and loading docks within the truck courts on the project Sites shall be posted with signs which state:
 - Truck drivers shall turn off engines when not in use.
 - Diesel trucks servicing the project shall not idle for more than 3 minutes, which shall be designated on plans, specifications, and contract documents, and shall also be posted on an on-site sign;
 - Telephone numbers of the building facilities manager and the CARB to report violations.

Added measure to address noise and dust concerns related to the Transloading Facility with an enclosed conveyor belt system.

Introduction / Assessment: Our experience with conveyor belt systems used to move significant volumes of rock in mining operations in Irwindale and Sacramento indicates that conveyors are a very effective transport system with minimal noise or dust generation. Most noise is associated with the spinning wheels under the conveyor, which is low volume and very localized, and should not be detectable at the distances between the CEMEX properties and neighboring properties. With regard to dust, the conveyors are not a source of significant dust except for transport of very dry rock with fine materials (sand) combined with windy conditions. CEMEX has proposed an enclosed conveyor that should be very effective in controlling dust emissions. However, these potential noise and dust sources have been identified by neighboring property owners as a concern, and the conveyor system was not considered as a part of the originally proposed development. For that reason, we are suggesting the inclusion of a monitoring and adaptive management condition to ensure that if there is detectable noise and/or

dust related to the conveyor system, adjustments will be made to abate the noise and/or dust to address neighboring property owner's concerns.

Recommended Condition of Approval for Noise and Dust Control for Transloading Conveyor Belt Facility

Prior to commencing operations involving the transloading conveyor belt system, CEMEX shall work with City Planning and Public Works staff to establish a noise and dust complaint response protocol. CEMEX shall designate a public relations officer or community liaison who will work directly with City Planning and Public Works staff to address noise and dust complaints within 24 hours of receipt. CEMEX shall establish a noise and dust complaint phone number and shall publicly post the number on a sign visible from the street at the main entrances to the CEMEX Pacific Business Center facility.

Traffic Generation and Routing

Construction Traffic Plan

Prior to issuance of building permits, the developer shall submit a construction traffic plan. The plan shall address: traffic hours and routes and shall provide mitigation measures if necessary. The plan shall be subject to review and approval by the City Engineer.

Developer shall provide temporary traffic controls, such as a flag person, during all phases of construction to maintain smooth traffic flow.

Circulation Plan

Prior to precise grading plan and drainage plan, a circulation plan prepared showing on-site circulation and access points shall be approved by the City Engineer.

Parking, Loading, Access and On-Site Circulation Design.

Parking and loading facilities, access points and on-site circulation shall be developed in accordance with the approved plans which include tentative map, site plans, landscaping and grading plans on file in the Community Development Department, the conditions contained herein, the Bell Business Center Development Agreement and the Zoning Code. Modifications that are not minor modifications shall require additional approval of the Design Review Board.

- a. Landscape Island Dimensions. All parking lot landscape islands shall have a minimum outside dimension of 6 feet and shall contain a 12-inch walk adjacent to the parking stall (including curb).

- b. Security Gate Review. Plans for any security gates shall be submitted to the Community Development Director, City Engineer, and County of Los Angeles Fire Department for review and approval prior to issuance of building permits.
- c. Handicap accessible stalls shall be provided as called for in the Bell Municipal Code.

Number of Parking Spaces

Prior to Issuance of Building Permits, the developer shall demonstrate compliance with the parking requirements for the project at the following ratios as specified in the Development Agreement and referenced below:

- a. Office - 1 space per 250 square feet
- b. Warehousing/Logistics
 - 1 space per 1,000 square feet for the first 20,000 square feet;
 - 1 space per 2,000 square feet for the second 20,000 square feet;
 - 1 space per 4,000 square feet for all space in excess of the first 40,000 square feet.

Parking Space Size

- a. **Conventional Parking Spaces.** Minimum dimensions shall be 9 feet by 20 feet.
- b. **Compact Parking Spaces.** Minimum dimensions shall be 8 feet by 18 feet. The number of compact space shall not exceed 20% of required spaces.

Loading Areas Screened

Design of loading areas shall be subject to the review and approval of the Community Development Director or Designee.

- a. Parcels G and H: Loading areas shall be screened from view by the building. No loading facilities shall be located fronting on Rickenbacker Road or 6th Street.
- b. Parcel F, without railroad spur access (as reflected in EIR site plan Parcels F & G, Option 4): Loading areas shall be screened from view by the building. No loading facilities shall be located fronting on Rickenbacker Road or 6th Street.
Parcels A and F, without railroad spur access (as reflected in all other EIR site plan options): Loading areas may be permitted fronting on Rickenbacker Road. Location and design will be subject to the review and approval of the Community Development Director. Trucks loading along Rickenbacker shall be screened with decorative walls and/or mounded landscaping.

Center Swales Prohibited.

Driveway and Parking Areas shall not incorporate center swales. All drainage in common and private use areas shall be underground and shall not incorporate open gutters or swales.

Trip Reduction Compliance.

The site plan, parking areas and landscape plans for each parcel shall be designed to comply

with the following trip reduction standards. Compliance will be subject to the review and approval of the Community Development Director or Designee.

- a. A minimum of 10 bicycle storage spaces shall be provided. The design and location of the spaces shall be shown on the final landscape plans and review and approved by the Community Development Director prior to the issuance of building permit
- b. Carpool and vanpool designated off-street parking close to the building shall be provided at a rate of 5 percent of the total parking area.

Category 5 telephone cable or fiber optic cable shall be provided.

Additional Engineering Department Conditions:

Sight Distances Maintained

All onsite and offsite landscaping, walls, fences, and monument signage shall be subject to the review and approval of the City Engineer to ensure sight distance is not obstructed.

Traffic Management Plan Required

Prior to the issuance of any grading or building permits, the Project Developer shall prepare a Traffic Management Plan (TMP) to address traffic and safety concerns resulting from any lane closure(s) necessary to implement the Conditions of Approval. At a minimum, the TMP shall include measures to accomplish the following:

- a. Clearly denote lane closures, detours, and turning restrictions, with appropriate signs and other traffic control devices to alert travelers;
- b. Ensure vehicular and emergency access to the project area is maintained during construction; and
- c. Maintain pedestrian circulation; and

Construction equipment traffic shall be controlled by flaggers, as appropriate.

Traffic Management Plan Approval and Implementation

The TMP shall be reviewed and approved by the City Engineer for compliance with the California Manual on Uniform Traffic Control Devices. The TMP shall be implemented by a qualified contractor holding a valid C31 license.

Traffic Controls at Project Entries

Prior to issuance of a Certificate of Occupancy by the City of Bell, the project developer shall design and construct, to the satisfaction of the City Engineer, signing, striping, & markings to indicate allowed/prohibited truck movements onsite and at the project entry points identified by the City Engineer

Driveway Access Required During Business Hours

All approved project driveways shall remain open to traffic during business hours and all other times when vehicles are expected to enter or exit the site.

On-street Parking or Staging of Vehicles Prohibited

On-street parking or staging of vehicles will not be permitted to occur in conjunction with operation of the project facility. If actual parking or loading demand exceeds that provided, the project developer shall either reconfigure the site to accommodate the demand or provide additional parking offsite within a reasonable walking distance. The design and construction of any site reconfiguration is subject to City review and approval. The arrangements for offsite parking, as well as any associated design and construction, are subject to City review and approval.

Street Improvements:

Rickenbacker Improvements

All roadway improvements on Rickenbacker and 6th Street shall be the responsibility of the Developer, as deemed necessary by the Community Developer Director including but not limited to installation of water, sewer, fire hydrants, street lights, storm drainage, curb and gutter and street pave-out.

Rickenbacker Improvements Right of Entry

Developer must obtain permission from property owners to make improvements along Rickenbacker to make necessary improvements.

Public Improvements Construction Phasing

If the developer wishes to phase construction, a phasing program shall be submitted to the City Engineer for review and approval prior to grading.

Improvement Plan Requirements

Improvement plans shall be based upon a centerline profile extending beyond the project boundaries a minimum distance of 150 feet at a grade and alignment approved by the City Engineer.

Coordination with Adjacent Improvements

The street design and improvement concept of this project shall be coordinated with adjacent improvements.

Street Improvement Design Standards

Street improvement plans shall be submitted to the City Engineer for review and approval prior to issuance of grading or construction permits. The street improvement plans shall comply with the City Engineering Division design standards.

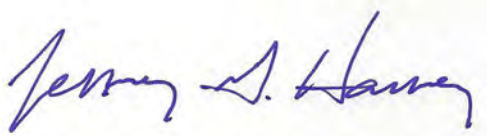
Sewer and Water Improvement Plans Approval

Water improvement plans including distribution system and appurtenances shall be approved by the County of Los Angeles Fire Department (as applicable), the Water District/Company, and the City Engineer. Sanitary sewer plans shall be approved by the Los Angeles Sanitary Sewer District and the City Engineer.

Conclusion

I appreciate this opportunity to assist the City in its project design review process. As always, please don't hesitate to call me if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink, reading "Jeffrey G. Harvey". The signature is fluid and cursive, with the first name "Jeffrey" being more prominent.

Jeffrey G. Harvey, Ph.D.
Principal & Senior Scientist

[8-17-18]

SETTLEMENT AGREEMENT

This Settlement Agreement ("**Agreement**") is made and entered into as of the last date of the signatures below ("**Effective Date**") by and between Respondents City of Bell and Bell Public Financing Authority (individually or collectively referred to as "**Respondents**" or "**City**"), on the one hand, and Real Parties in Interest CEMEX Construction Materials Pacific, LLC and PD Mechanical, Inc. (individually or collectively referred to as "**CEMEX**"), and Real Parties in Interest PI Bell, LLC, PI Bell Parcel I, LLC, PI Bell Parcel II, LLC, PI Bell Parcel III, LLC, PI Bell Parcel IV, LLC, and PI Bell Parcel V, LLC (individually or collectively referred to as "**PI Bell**"), on the other hand. CEMEX and PI Bell are collectively referred to as "**Real Parties**." Respondents and Real Parties are sometimes referred to herein collectively as the "**Parties**" or individually as a "**Party**."

RECITALS

A. Bell Business Center Project: In 2013, the City and PI Bell executed a Development Agreement ("**2013 Development Agreement**") for the Bell Business Center Project ("**Original Project**"), following certification by the City of a 2013 Environmental Impact Report ("**2013 EIR**"). The 2013 EIR was initially challenged but the disputes were resolved and the EIR is now immune from challenge by operation of the applicable statutes of limitation. Capitalized terms used herein without definition will have the meaning ascribed in the 2013 Development Agreement.

B. CEMEX Project: In 2016, CEMEX applied to the City for approval to construct and operate a rail-to-truck aggregate trans-loading facility ("**Project**" or "**CEMEX Project**") on Parcel A (also referred to as Parcel E) of the **Original Project**. In connection with the **CEMEX Project**, on December 15, 2016, the City Director of Community Development ("Director") issued "Approval Letter for BNSF Project – Parcel A", and on February 26, 2017, the Acting Director issued "Approval Letter for Parcel A "BNSF Project" – Bell Business Center". Thereafter, various building and grading permits for the **CEMEX Project** were issued by the City between August and December 2017. CEMEX began **CEMEX Project** construction on October 9, 2017, which remains ongoing. The following, among other authorizations for the **CEMEX Project**, are still pending issuance from the City: Phase II building/mechanical permits for conveyor systems, landscape plan and sign plan approvals, and Certificate of Occupancy.

C. EYCEJ v. Bell: On January 22, 2018, East Yard Communities for Environmental Justice and Mark Lopez (collectively ("**EYCEJ**" or "**Petitioners**") filed a Verified Petition for Writ of Mandate and Declaratory Relief against the City, PI Bell, and CEMEX, (LASC Case No. BS172136) (the "**Lawsuit**") challenging the City's approvals for the **CEMEX Project** under California Government Code and the California Environmental Quality Act ("**CEQA**").

D. Litigation Status: Trial in the **Lawsuit** has been set for December 7, 2018, with briefing scheduled to commence on September 28, 2018. Motions to compel discovery and for preliminary injunction have been tentatively set for August 17, 2018.

E. Disputes: The **Lawsuit** gave rise to concerns as to whether the **CEMEX Project** is an allowable use under the **2013 Development Agreement**, and whether the **City** followed the proper procedures under the **2013 Development Agreement** with respect to approving the **CEMEX Project**. On March 1, 2018, **CEMEX** submitted a letter to the **City** disputing the claims in the **Lawsuit** and asserting, among other things, that the **CEMEX Project** was an appropriate and allowable use under the **2013 Development agreement**.

F. City Position: Section 13.5 of the 2013 Development Agreement states that "the **City** retains the right to settle any litigation brought against it in its sole and absolute discretion . . ." On March 23, 2018, the **City** issued a letter raising concerns, notwithstanding **CEMEX's** March 1, 2018 letter, including with respect to the process by which the approvals were issued for the **CEMEX Project**, although the **City** further stated that these views were preliminary and subject to further review and analysis. In light of these concerns, the **City** raised the possibility of taking a position consistent with certain claims raised by Petitioner.

G. Resolution. Following extensive settlement negotiations, including proposals to provide additional public benefits from, and design enhancements for, the **CEMEX Project**, the **City** has identified a course of action to achieve greater certainty on the part of the **City** that in fact the **CEMEX Project** is an allowable use under the **2013 Development Agreement**, and that such course of action will ensure greater certainty to the **City** that proper procedures were followed under the **2013 Development Agreement** with respect to approving the **CEMEX Project**, and therefore the **City** is now in a position to, and has agreed to, defend the **CEMEX Project** in the **Lawsuit**; and therefore the **Parties** now seek to resolve all disputes regarding the **CEMEX Project** on the terms and conditions set forth herein. Notwithstanding this, the **City** favors a global settlement with EYCEJ and consistent with the foregoing and the potential benefits of a global settlement with all parties to the **Lawsuit**, a settlement meeting with **EYCEJ, CEMEX, and the City** has been scheduled for August 7, 2018.

NOW, THEREFORE, in consideration of the above recitals and the covenants and conditions herein, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the **Parties** hereto agree as follows:

TERMS

1. Supplemental Administrative Review. In response to the allegations and claims raised in the **Lawsuit**, in order for the **City** to achieve a greater degree of certainty that the **CEMEX Project** is an allowable use under the **2013 Development Agreement**, and that proper procedures were followed under the **2013 Development Agreement** with respect to approving the **CEMEX Project**, the following supplemental administrative actions will be undertaken by the **City** in connection with the **CEMEX Project**:

a To the extent appropriate, supplemental information for further consideration by the **City's** Design Review Board ("DRB") will be submitted to and/or will be prepared by, the **City** related to the issue of substantial conformance of the **CEMEX Project**, including any changes to the plans, if any arising out of this **Agreement**, with the Basic Design Concept in the **2013 Development Agreement** ("Basic Design Concept") previously approved by the City Council.

b The Director will present the construction-level development plans for the **CEMEX Project**, including any changes to the plans, if any, arising out of this **Agreement**, to the DRB to confirm substantial conformance with the Basic Design Concept as previously approved by the City Council.

c Prior to presenting the construction-level development plans to the DRB, and based upon any supplemental information prepared by and/or submitted to the City related to the issue of substantial conformance, the **City** shall prepare a staff report ("Staff Report") to the DRB, regarding substantial conformance of the **CEMEX Project** design documents with the Basic Design Concept.

d The failure of the DRB to make a finding of substantial conformance by the **CEMEX Project** with the Basic Design Concept shall make this **Agreement** voidable by **CEMEX**. If the **City** complies with all provisions of Sections 1 and 7 of this **Agreement**, but the approval of the **CEMEX Project** is invalidated due to any judicial determination in the **Lawsuit**, and the **City** subsequently takes all action necessary to, and approves, the **CEMEX Project** following re-submittal by **CEMEX** of an application for approval of the **CEMEX Project**, then following such subsequent approval, this **Agreement** will remain in effect; provided, this **Agreement** will terminate if any such subsequent approval is invalidated and not subsequently approved following a re-submittal by **CEMEX** without limit on the number of re-submittals by **CEMEX** with respect to any invalidation due to judicial action.

e The **Parties** shall work cooperatively to develop and undertake a schedule of actions to implement the terms and objectives of this **Agreement**, and in particular Sections 1,3 and 4 of this **Agreement**.

f For the avoidance of doubt, all supplemental administrative proceedings of the DRB shall be in strict compliance with the provisions and requirements of the DA, including, specifically, Section 6 of the DA, to determine and find, administratively, if the CEMEX Project design documents, which are construction-level development plans, as submitted pursuant to this Agreement, are in substantial conformance with the Basic Design Concept and otherwise satisfy and conform to the requirements of Section 6.2.3 of the DA, and the failure of the DRB to make such findings of conformity shall make this Agreement voidable by CEMEX; the DRB shall have no authority over the CEMEX Project other than as provided in the DA. Notwithstanding the foregoing, (i) the meeting of the Design Review Board shall be a noticed public meeting, (ii) the Design Review Board may add conditions which specifically implement the Settlement Agreement, and (iii) the Design Review Board may deal with violations of the Project Approvals; provided, however, should any of the actions in (ii) or (iii) above require a modification to the design, construction, or operation of the CEMEX Project, CEMEX may elect

to withdraw its application from consideration by the DRB and, unless CEMEX elects to make a future submission, terminate this Agreement.

2. CEMEX Project Design and Implementation Parameters.

a Ground Mounted Equipment. CEMEX will submit for building permits for enclosure designs for all Ground Mounted Equipment for the **CEMEX Project**, as part of the Phase II mechanical permit application, and will install the same during the Phase II mechanical installation and prior to issuance of the Final COO.

b Dust Control and Storm Water Plan. CEMEX will have a dust control and storm water plan in place at all times for the CEMEX Project, in accordance with all local and state requirements, and will comply with all local and state regulations for aggregate trucks, (including load covering requirements), including South Coast AQMD Rule 1157 (PM10 Emissions Reductions From Aggregate and Related Operations). CEMEX will use commercially reasonable efforts to monitor the compliance of aggregate trucks with these regulations and enforce such compliance while aggregate trucks are on the site.

c Truck Distribution Routes. CEMEX will adhere to the guidelines established in the 2013 EIR Transportation and Circulation plan to manage truck distribution routes.

3. City Scheduling Commitments for Permit/COO Processing.

a City Council Meeting. The City will endeavor to calendar a meeting of the City Council to vote on approval of, and to execute, this Agreement by scheduling a special meeting, but no later than August 8, 2018, the next regularly scheduled meeting. The Parties will work together on any staff report supporting the CEMEX Project and/or explaining the terms of this Agreement.

b Final Building Permits. The City agrees to issue building permits for the already submitted applications for Phase II mechanical, Signage, and Landscaping permits within 5 business days following execution of this **Agreement** (the "Effective Date"), and all other building permits within 30 days following action taken by the DRB.

c Temporary COO. The City will issue a Temporary COO to operate and distribute building materials using the Phase I mechanical system upon completion of the Phase I mechanical system, but such Temporary COO will not be issued and CEMEX will not commence operations to receive rail shipments at the CEMEX Project site prior to actions by the Design Review Board, as discussed in Section 1, above provided that if the DRB has not taken final action by November 15, 2018, CEMEX may elect to withdraw its application from consideration by the DRB and, unless CEMEX elects to make a new submission, terminate the Agreement.

d Final COO. The City will issue a Final COO no later than 5 business days after completion of construction of the CEMEX Project.

4. City Cooperation for Rickenbacker Road Access. The **City** agrees to finalize with **PI Bell** all access requirements for Parcel IV (**CEMEX Project Site**) to Rickenbacker Road. **PI Bell** will draft, at their cost, necessary documents and exhibits to secure access via easement(s), to establish access for the **CEMEX Project** though Rickenbacker Road and shall also pay all **City** costs therefore, except for the internal staff time, but for all reasonable legal and consultant costs.

5. CEMEX Enhancement of Public Benefits from the CEMEX Project. In furtherance of the public benefits of the **Original Project** identified in Recital K of the **2013 Development Agreement**, including revenue and job generation, CEMEX Construction Materials Pacific, LLC (referred to individually herein as "**CEMEX CMP**") agrees to the following:

a Community Impact Fee. Following execution of this Agreement, **CEMEX CMP** will pay to the **City** a Community Impact Fee ("**Fee**") of \$400,000 annually, increasing the Fee to \$450,000 in Year 3 (January 1, 2021), subject to the following: (i) payments will be made on January 1 of each calendar year; (ii) **CEMEX CMP** will receive a prorated amount rebated of annual payments for any months during the prior year in which the **CEMEX Project** terminal did not operate to receive rail shipments; (iii) the **Fee** will increase every fifth year by the amount of the aggregate increase in the CPI index [Los Angeles Area, minus food and energy] for such five year period with the increase not to exceed 10% for any five year period (the first increase, if any, will be effective January 1, 2023 and will be calculated with the CPI index [Los Angeles Area, minus food and energy] as of the **Effective Date** as the base); and (iv) payments (initially totaling \$400,000 per year, other than 2018 will be \$150,000) to commence subsequent to, and to be paid within five days following, issuance of the Final Certificate of Occupancy ("**COO**") for the **CEMEX Project**.

b Local Hire Program. **CEMEX CMP** agrees to support a Local Hire Program effort, in accordance with the **2013 Development Agreement**, including its Conditions of Approval. In addition, following issuance of all approvals necessary to construct and operate the Ready Mix Concrete plant (as described below in Paragraph 5.c.), **CEMEX CMP** will provide training to obtain Commercial Driver's Licenses (Class B with tanker Endorsement), to qualified candidates to support the Ready Mix Plant operation.

c Ready Mix Concrete Plant. **CEMEX CMP** agrees to develop and initiate an application process for a Ready Mix Concrete ("**RMC**") plant at the **CEMEX Project/Bell Business Center Facility** (on the Parcel A site). The application will propose a Dual Alley 400 cubic yard per hour (manufacturer specified capacity) RMC plant design capable of high-volume production, with specific size parameters to accommodate anticipated market demand and other factors. This application will be submitted subsequent to full completion of construction and start-up of the **CEMEX Project** and will be subject to a full CEQA review and RMC project economics.

6. City Limits on Any Further Use Tax or Fee for the CEMEX Project. The **City** agrees to not adopt or enact a use tax or fee applicable to the **CEMEX Project**. Because such agreement of the **City** may be enforceable only through a development agreement, the **Fee** is deductible against such use tax or fee if enacted by a vote of the people or otherwise imposed

by the **City**. In addition to the obligation stated above in this Section 6 of this Agreement, the **City** agrees to also include a similar and independently enforceable term in the **2013 Development Agreement**, when amended in connection with approval of the RMC plant referenced in Section 5.c., above, or in any other future amendment to the **2013 Development Agreement**, whichever amendment occurs sooner.

7. Cooperation and Defense of the Lawsuit. Following execution of this **Agreement**, and if approved under the Supplemental Administrative Review set forth in Paragraph 1, above, the **City** would acknowledge and agree that the **CEMEX Project** is an allowable use under, and is approved in a manner consistent with the procedural requirements of, the **2013 Development Agreement**. The **City** will cooperate with **Real Parties** in the defense of the **Lawsuit** consistent with the terms of Section 13.5 of the **2013 Development Agreement**. In the event the **Lawsuit** is not settled prior to August 17, 2018, **Real Parties** will indemnify the **City** and pay defense costs, including attorney costs, as provided in Section 13.5 of the **2013 Development Agreement**, incurred since the filing of the **Lawsuit**. Such cooperation in legal defense by the **City** shall extend to the defense of the **CEMEX Project** against any and all claims brought by **EYCEJ** or any other entity in any amendments to the **Lawsuit**, or supplemental or new lawsuit brought by **EYCEJ** or any other entity as a result of this **Agreement** or changes to the **CEMEX Project** resulting from the implementation of this Agreement, including the Supplemental Administrative Review.

8. Discovery of Different or Additional Facts. The **Parties** acknowledge that they may hereafter discover facts different from or in addition to those that they now know or believe to be true with respect to the allegations, claims and causes of action that are the subject of the **Lawsuit**, and expressly agree to assume the risk of the possible discovery of additional or different facts, and the **Parties** agree that this **Agreement** shall be and remain effective in all respects regardless of such additional or different facts.

9. Non-Admission of Liability or Insufficiency. The **Parties** acknowledge and agree that this **Agreement** is a settlement of disputed matters. Neither the fact that the **Parties** have settled nor the terms of this **Agreement** shall be construed in any manner as an admission of: (1) any liability by any **Party** hereto, or any of its employees, or an affiliated person(s) or entity/ies, including the **City's** attorneys; or (2) any insufficiency of the approvals, permits, or administrative proceedings that led to the issuance of any approvals or permits, for the **CEMEX Project**.

10. No Assignment of Claims. The **Parties** each warrant that they have made no assignment, and will make no assignment, of any right of action or any right of any kind whatsoever, embodied in any of the claims and allegations referred to herein, and that no other person or entity of any kind had or has any interest in any of the demands, obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorneys' fees, costs, expenses, losses or claims referred to herein.

11. Successors and Assigns. This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the **Parties** and their respective heirs, legal representatives, successors and assigns.

12. Representations and Warranties. Each **Party** to this **Agreement** represents, warrants, and agrees as to itself as follows:

a Knowing and Voluntary. This **Agreement** is an important legal document and in all respects has been voluntarily and knowingly executed by the **Parties** hereto. The **Parties** specifically represent that prior to signing this **Agreement** they have been provided a reasonable period of time within which to consider whether to accept this **Agreement**. The **Parties** further represent that they have each carefully read and fully understand all of the provisions of this **Agreement**, and that they are voluntarily, knowingly, and without coercion entering into this **Agreement** based upon their own judgment. The **Parties** further specifically represent that prior to signing this **Agreement** they have conferred with their counsel to the extent desired concerning the legal effect of this **Agreement**.

b Assistance of Counsel. The **Parties** each specifically represent that they have consulted to their satisfaction with and received independent advice from their respective counsel prior to executing this **Agreement** concerning the terms and conditions of this **Agreement**.

c Voluntary. Each **Party** has read this **Agreement** and understands the contents hereof, and has executed this **Agreement** voluntarily with without duress or undue influence.

d Documents. The **Parties** will execute all such further and additional documents as are reasonably necessary to carry out the provisions of this **Agreement**.

e Authority. The person signing this **Agreement** on behalf of each **Party** has authority to do so and, there is no need for court approval or for countersignature of any other person to make this **Agreement** binding against that **Party**.

13. Further Assurances. The **Parties** agree to perform such acts and to prepare, execute, and file all documents, stipulations or reports reasonably required to perform the covenants, to satisfy the conditions herein, or to give full force and effect to this **Agreement**.

14. Injunctive Relief for Breach. The **Parties** acknowledge and agree that any material violation of this **Agreement** is likely to result in immediate and irreparable harm for which monetary damages are likely to be inadequate. Accordingly, the **Parties** consent to injunctive and other appropriate equitable relief upon the institution of proceedings therefor by any other **Party** in order to protect the rights of the **Parties** under this **Agreement**. Such relief shall be in addition to any other relief to which the **Parties** may be entitled at law or in equity.

15. No Third Party Beneficiaries. No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this **Agreement** (either express or implied) is intended to confer upon any person or entity, other than the **Parties** hereto, any rights, remedies, obligations or liabilities under or by reason of this **Agreement**, except as set forth in Section 11, above.

SETTLEMENT COMMUNICATION
CONFIDENTIAL AND PRIVILEGED
CALIFORNIA EVIDENCE CODE § 1152

16. Severability. Should any portion, word, clause, phrase, sentence or paragraph of this **Agreement** be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

17. Notice. All notices required or permitted under this **Agreement** must be in writing and must be served on the **Parties** at the following addresses or addresses:

To the City:	City of Bell 6330 Pine Ave. Bell, CA 90201 Attn: City Manager Phone: (323) 588-6211
With a copy to:	Aleshire & Wynder LLP 18881 Von Karman, Suite 1700 Irvine, CA 92612 Attn: David J. Aleshire Phone: (714) 223-1170
To CEMEX:	CEMEX 3990 E. Concours St., Suite 200 Ontario, CA 91764 Attn: Region President Phone: (909) 974-5500
With a Copy to:	CEMEX 1501 Belvedere Road West Palm Beach, FL 33406 Attn: General Counsel
With a Copy to:	Jeffer Mangels Butler & Mitchell LLP Two Embarcadero Center, 5 th Floor San Francisco, CA 94111 Attn: Kerry Shapiro Phone: (415) 398-8080
To PI Bell:	Pacific Industrial 6272 E. Pacific Coast Highway, Ste E Long Beach, CA 90803 Attn: Neil Mishurda Phone: (310) 430-4351
With a Copy to:	Rutan & Tucker LLP 611 Anton Boulevard, Suite 1400 Costa Mesa, CA 92626-1931 Phone: (714) 641-5100

18. Counterparts. This **Agreement** may be executed in multiple counterparts, each of which shall be considered an original but all of which shall constitute one agreement.

19. Singular and Plural. Whenever required by the context, as used in this **Agreement** the singular shall include the plural, and the masculine gender shall include the feminine and the neuter, and the feminine gender shall include the masculine and the neuter.

20. Headings. Headings at the beginning of each numbered section of this **Agreement** are solely for the convenience of the **Parties** and are not a substantive part of this **Agreement**.

21. Ambiguity. The **Parties** acknowledge that this **Agreement** was jointly prepared by them, by and through their respective legal counsel, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the **Parties**, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

22. Waiver. Failure to insist on compliance with any term, covenant or condition contained in this **Agreement** shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this **Agreement** at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

23. Governing Law. This **Agreement** is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said State without giving effect to conflicts of laws principles. The **Parties** further agree that the Los Angeles County Superior Court will retain jurisdiction over this matter in the event that a dispute arises. The **Parties** further agree that this **Agreement** may be enforced by any **Party** hereto by a motion under Section 664.6 of the California Code of Civil Procedure or by any other procedure permitted by law in the Los Angeles County Superior Court.

24. Entire Agreement. This **Agreement** constitutes the entire agreement between the **Parties** who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied between the **Parties** to this **Agreement**. The **Parties** to this **Agreement** each acknowledge that no representations, inducements, promises, agreements, or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this **Agreement**, that they have not executed this **Agreement** in reliance on any such representation, inducement, promise, agreement or warranty, and that no representation, inducement, promise, agreement or warranty not contained in this **Agreement**, including, but not limited to, any purported supplements, modifications, waivers, or terminations of this **Agreement** shall be valid or binding, unless executed in writing by all of the **Parties** to this **Agreement**.

25. Modifications. Any alteration, change, or modification of or to this **Agreement** shall be made by written instrument executed by each **Party** hereto in order to become effective.

26. Confidentiality/Public Records Act. Any documents prepared pursuant to this **Agreement** that contain confidential business information shall, with respect to such confidential information, be exempt from disclosure under the Public Records Act. The City will use reasonable best efforts to notify CEMEX before responding to any request it receives under the Public Records Act with respect to the CEMEX Project; however, if for any reason the City does not give CEMEX notice, the City shall have no liability to CEMEX with respect or related to failure to give notice.

SETTLEMENT COMMUNICATION
CONFIDENTIAL AND PRIVILEGED
CALIFORNIA EVIDENCE CODE § 1152

IN WITNESS WHEREOF, the undersigned **Parties** have executed this Agreement, consisting of a total of 12 pages, and agree to all of the above terms and conditions, on the Effective Date set forth below, which will be the date executed by all **Parties**.

DATED: 8/28/18

CITY:

City of Bell, a municipal corporation

By: Fidencio J. Gallardo
Print Name: Fidencio J. Gallardo
Title: Mayor

ATTEST:

DATED: 8/28/18

Chaele B.
City Clerk

Bell Public Financing Authority

DATED: 8/28/18

By: Fidencio J. Gallardo
Print Name: Fidencio J. Gallardo
Title: Chair

"CEMEX":

CEMEX Construction Materials Pacific, LLC,
a Delaware limited liability company

DATED: _____

By: _____
Print Name: _____
Title: _____

PD MECHANICAL:

DATED: _____

By: _____
Print Name: _____
Title: _____

SETTLEMENT COMMUNICATION
CONFIDENTIAL AND PRIVILEGED
CALIFORNIA EVIDENCE CODE § 1152

IN WITNESS WHEREOF, the undersigned **Parties** have executed this **Agreement**, consisting of a total of 12 pages, and agree to all of the above terms and conditions, on the Effective Date set forth below, which will be the date executed by all **Parties**.

DATED: _____

CITY:

City of Bell, a municipal corporation

By: _____

Print Name: _____

Title: _____

ATTEST:

DATED: _____

City Clerk

Bell Public Financing Authority

DATED: _____

By: _____

Print Name: _____

Title: _____

"CEMEX":

CEMEX Construction Materials Pacific, LLC,
a Delaware limited liability company

DATED: August 27, 2018

By: Mike E. Egan

Print Name: Mike E. Egan

Title: General Counsel

PD MECHANICAL:

DATED: _____

By: _____

Print Name: _____

Title: _____

SETTLEMENT COMMUNICATION
CONFIDENTIAL AND PRIVILEGED
CALIFORNIA EVIDENCE CODE § 1152

IN WITNESS WHEREOF, the undersigned **Parties** have executed this **Agreement**, consisting of a total of 12 pages, and agree to all of the above terms and conditions, on the Effective Date set forth below, which will be the date executed by all **Parties**.

DATED: _____

CITY:

City of Bell, a municipal corporation

By: _____

Print Name: _____

Title: _____

ATTEST:

DATED: _____

City Clerk

Bell Public Financing Authority

DATED: _____

By: _____

Print Name: _____

Title: _____

"CEMEX":

CEMEX Construction Materials Pacific, LLC,
a Delaware limited liability company

DATED: _____

By: _____

Print Name: _____

Title: _____

PD MECHANICAL:

DATED: AUG 29, 2018

By:  _____


Print Name: JAY R. BUCHAN

Title: PRESIDENT

SETTLEMENT COMMUNICATION
CONFIDENTIAL AND PRIVILEGED
CALIFORNIA EVIDENCE CODE § 1152

PI BELL, LLC:

DATED: 8/23/18

By: 
Print Name: NEIL MISHNKA
Title: MANAGER

PI BELL PARCEL I, LLC:

DATED: 8/23/18

By: 
Print Name: NEIL MISHNKA
Title: MANAGER

PI BELL PARCEL II, LLC:

DATED: 8/23/18

By: 
Print Name: NEIL MISHNKA
Title: MANAGER

PI BELL PARCEL III, LLC:

DATED: 8/23/18

By: 
Print Name: NEIL MISHNKA
Title: MANAGER

PI BELL PARCEL IV, LLC:

DATED: 8/23/18

By: 
Print Name: NEIL MISHNKA
Title: MANAGER

PI BELL PARCEL V, LLC:

DATED: 8/23/18

By: 
Print Name: NEIL MISHNKA
Title: MANAGER


SETTLEMENT COMMUNICATION
CONFIDENTIAL AND PRIVILEGED
CALIFORNIA EVIDENCE CODE § 1152

APPROVED AS TO FORM:

Dated: _____, 2018

ALESHIRE & WYNDER, LLP

By: _____


DAVID J. ALESHIRE, City Attorney
Attorney for Respondents City of Bell and
Bell Public Financing Authority

Dated: _____, 2018

JEFFER MANGELS BUTLER & MITCHELL LLP

By: _____

KERRY SHAPIRO
Attorney for Real Parties CEMEX
Construction Materials Pacific, LLC and PD
Mechanical, Inc.

Dated: _____, 2018

RUTAN & TUCKER, LLP

By: _____

PETER HOWELL
Attorney for Real Parties PI Bell, LLC, PI
Bell Parcel I, LLC, PI Bell Parcel II, LLC, PI
Bell Parcel III, LLC, PI Bell Parcel IV, LLC,
and PI Bell Parcel V, LLC

SETTLEMENT COMMUNICATION
CONFIDENTIAL AND PRIVILEGED
CALIFORNIA EVIDENCE CODE § 1152

APPROVED AS TO FORM:


Dated: _____, 2018

ALESHIRE & WYNDER, LLP

By: _____
DAVID J. ALESHIRE, City Attorney
Attorney for Respondents City of Bell and
Bell Public Financing Authority

Dated: 8/27, 2018

JEFFER MANGELS BUTLER & MITCHELL LLP

By: 
KERRY SHAPIRO
Attorney for Real Parties CEMEX
Construction Materials Pacific, LLC and PD
Mechanical, Inc.

Dated: _____, 2018

RUTAN & TUCKER, LLP

By: _____
PETER HOWELL
Attorney for Real Parties PI Bell, LLC, PI
Bell Parcel I, LLC, PI Bell Parcel II, LLC, PI
Bell Parcel III, LLC, PI Bell Parcel IV, LLC,
and PI Bell Parcel V, LLC

SETTLEMENT COMMUNICATION
CONFIDENTIAL AND PRIVILEGED
CALIFORNIA EVIDENCE CODE § 1152

APPROVED AS TO FORM:

Dated: _____, 2018

ALESHIRE & WYNDER, LLP

By: _____
DAVID J. ALESHIRE, City Attorney
Attorney for Respondents City of Bell and
Bell Public Financing Authority


Dated: _____, 2018

JEFFER MANGELS BUTLER & MITCHELL LLP

By: _____
KERRY SHAPIRO
Attorney for Real Parties CEMEX
Construction Materials Pacific, LLC and PD
Mechanical, Inc.

Dated: August 24, 2018

RUTAN & TUCKER, LLP

By:  _____
PETER HOWELL
Attorney for Real Parties PI Bell, LLC, PI
Bell Parcel I, LLC, PI Bell Parcel II, LLC, PI
Bell Parcel III, LLC, PI Bell Parcel IV, LLC,
and PI Bell Parcel V, LLC

RECORDING REQUESTED BY,)

AND WHEN RECORDED MAIL TO:)

)

CITY CLERK)

City of Bell)

99 E. Ramsey Street)

Bell, CA 92220)

No Recording Fee Required – Government Code § 27383

DEVELOPMENT AGREEMENT

between

THE BELL PUBLIC FINANCING AUTHORITY

&

THE CITY OF BELL

(Collectively, “City”)

and

PI BELL LLC

A Delaware limited liability company

(“Developer”)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (together with all exhibits hereto, the "Agreement"), by and between the CITY OF BELL ("City"), a California Charter City, the BELL PUBLIC FINANCING AUTHORITY ("Authority"), a body corporate and politic (collectively the Authority and the City are referred to herein jointly and severally as "City"), and PI Bell LLC, a Delaware limited liability company ("Developer"). The City is entering this Agreement for the limited purposes as described below. City and Developer are hereinafter collectively referred to as the "parties" and individually as a "party".

R E C I T A L S:

A. Capitalized Terms. The capitalized terms used in these Recitals and throughout this Agreement shall have the meaning assigned to them in Section 1. Any capitalized terms not defined in Section 1 shall have the meaning otherwise assigned to them in this Agreement or apparent from the context in which they are used.

B. The Site. The Authority owns four (4) parcels of land, totaling approximately 40.2 net acres along Rickenbacker Road in the City of Bell, comprising: Parcel A, comprising approximately 14.5 net acres, Parcel F, comprising approximately 11.6 net acres, Parcel G, comprising approximately 3.6 net acres, and Parcel H, comprising approximately 10.5 net acres (the "Site"). The Site is commonly known as the Bell Federal Service Site (or, herein, the "Site"), and is located at 5600 Rickenbacker Road, Bell, California 90201. The Site is more fully shown in the Site Map attached hereto as Exhibit "A." The four Parcels comprising the Site are legally described, respectively, in the "Legal Descriptions of Parcels" attached as Exhibit "B" with Parcel A as "B1" and the remaining Parcels as "B2".

C. Choice of Developer for Site Development; Site as Centrally Located for Intermodal Freight Transport. The Site is directly proximate to the Interstate 710 freeway, which constitutes a critical freight/shipping corridor from the Los Angeles and Long Beach ports to mid- and eastern United States. This makes the Site a prime location for a logistics center and commercial/industrial uses. Developer and its affiliates have demonstrated skill and expertise in industrial real estate development, the ability to attract reputable commercial tenants, and has local experience in development. Developer is experienced in the delivery of real estate development specializing in the development of large scale industrial real estate development and acquisition. Developer and its affiliates currently manage the construction of 1.2 million square feet, including 490,000 square feet in the City, and are entitling an additional 6.4 million square feet. Developer has an established financial partnership, and appropriate potential tenants. Therefore, on June 5, 2013, City and Developer entered into an Exclusive Negotiation Agreement ("ENA") under which the City agreed to negotiate with Developer the terms of a potential commercial development on the Site.

Logistics is a key industry in Southern California, and a critical element of its economy. The City is uniquely positioned and has special geographic advantages in the goods movement industry. For example, the Site lies approximately less than 20 miles from both the Los Angeles and Long Beach ports, and approximately 8 miles from Downtown Los Angeles. Such a use of the Site could provide for economic growth in the City of Bell to the extent it:

- Provides for a land use and infrastructure plan that will support the creation of a major job center in the City;
- Establish Bell as a prime location for the logistics industry;
- Provides a balanced approach to the City's fiscal viability, economic expansion and environmental integrity;
- Significantly improves the City's jobs to housing balance; and
- Provides new, local construction and operations jobs.

D. The Project. The Developer is considering two potential tenants for the Site (collectively, the "Project"). Developer is considering designing and constructing a new facility for a large-scale logistical operation on Parcels F and G ("Parcels F&G Project"). The Parcels F&G Project contemplates design and construction of an approximately 200,000 square foot facility, and could generate approximately 300 jobs, and intends to use the Site for the uses set forth in the Development Standards and Permitted Land Uses, Exhibit "C2". Additionally, Developer is considering designing and constructing certain improvements on Parcel H ("Parcel H Project") for a privately-owned manufacturing company. The Parcel H Project may comprise a manufacturing facility totaling approximately 229,000 square feet, and may employ approximately 350 employees. Overall, the Project is proposed to provide substantial economic and employment opportunities for the community, with a goal of generating at least 300 new jobs, with potential to create upwards of 542 new jobs. 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 Gold Certified building, strict adherence to building codes, best practices for environmental protection, energy efficiency, water conservation, and reduced greenhouse gas emissions. The Project will also include necessary street and utility infrastructure, including as outlined in the Developer's narrative description for the Project. The development of the project is set forth in the Scope of Development, Exhibit "C". Developer shall also be required to install Energy Star appliances in all buildings, in addition to loading docks which can accommodate SmartWay trucks. Prior to permit issuance, Developer shall be required to install rooftop solar panels or solar-panel-ready rooftops to allow for easy, cost-effective installation of solar energy systems in the future. Developer shall also support the use of electrical and hybrid vehicles through the construction of plug-in stations at the Project.

E. Zoning & Entitlements. This Agreement shall supersede any requirements in the City's Zoning Code, including but not limited to requirements for a "Specific Plan", and in the event that any terms of this Agreement conflict with the City's Zoning Code, the terms of this Agreement shall govern. The Scope of Development, the Development Standards and Permitted land Uses and the Conditions of Approval for Project Development, attached hereto as Exhibit "D", shall govern Developer's permitting, construction and operation of the Project. Any zoning issues or requirements applicable to the Site that are not otherwise specified in this Agreement shall be governed by the City's Zoning Code and General Plan.

F. Conveyance of Site. The City will convey the whole Site to Developer for a cash payment of \$44,500,000.00 ("Purchase Price") payable at Closing. Should Developer purchase some but not all of the Parcels, the Purchase Price shall reflect only those Parcels actually purchased. Closing shall occur not before August 25, 2013, and no later than the date set forth in the "Purchase & Sale Agreement," attached hereto as Exhibit "E", subject to extension

exclusively as set forth therein and pursuant to the Stipulation. The Site will be conveyed to Developer in fee as set forth in Exhibit "E".

G. Legislation Authorizing Development Agreements. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Statute, authorizing the City to enter into an agreement with any person having a legal or equitable interest in real property providing for the development of such property and establishing certain development rights therein. The legislative findings and declarations underlying the Development Agreement Statute and the provisions governing contents of development agreements state, in Government Code §§ 65864(c) and 65865.2, that the lack of public facilities, including, but not limited to, streets, sewerage, transportation, drinking water, school, and utility facilities is a serious impediment to the development of new development, and that applicants and local governments may include provisions in development agreements relating to applicant financing of necessary public facilities and subsequent reimbursement over time.

H. Dexia Lawsuit. Portions of the Site currently serve as security for \$35,000,000 in bonds issued by the Authority and purchased by Dexia Credit Local ("Dexia"). As described in greater detail in Sections 1.29, 9.2, 9.37 and 16.5 hereof, sale of the Site is part of settlement of a lawsuit against the City by Dexia (Dexia Credit Local v. City of Bell et al., Case No. BC471478), filed on October 14, 2011, which sought to foreclose upon the Site as a result of the Authority's failure to make required payments on the Authority's Taxable Lease Revenue Bonds. The Site is being sold in accordance with the terms of a Stipulation for Settlement with Dexia (the "Stipulation") approved by the Court on June 10, 2013, which requires an all cash sale of the Site with closing prior to December 1, 2013, subject to extension as provided in the Stipulation. Developer's offer to purchase the Site and the terms of conveyance and Project development set forth in this Agreement meet the requirements of the Stipulation. The terms of the Stipulation are fully incorporated herein by this reference.

I. Exclusive Right to Negotiate with Developer. On April 5, 2013, Developer submitted an offer to purchase the Property, and has confirmed with Dexia that such offer meets the criteria set forth in the Stipulation. The Stipulation further contemplated that the City would undertake a process with the Developer to obtain approvals of a development project, and that such an entitled Project would enhance the value of the Property sufficiently so that Dexia would forego its claim against the City Parties for recovery of any deficiency. Thereafter City and Developer negotiated an Exclusive Negotiation Agreement, dated June 5, 2013 (the "ENA"), the terms of which are fully incorporated herein by this reference. In the event of any conflict between the terms hereof and the terms of the ENA, this Agreement shall govern.

J. Development Agreement. In light of the foregoing, the Developer and the City have determined that the Project is a development for which a development agreement is appropriate. The Parties desire to define the parameters within which the obligations of the Developer for infrastructure and public improvements and facilities will be met and to provide for the orderly development of the Site, assist in attaining the most effective utilization of resources within the City and otherwise achieve the goals of the Development Agreement Statute. In consideration of these benefits to the City and the public benefits of the development

of the Site, the Developer will receive assurances that the City shall grant all permits and approvals required for total development of the Site, including all Entitlements, and will provide for the assistance called for in this Agreement in accordance with the terms of this Agreement.

K. Public Benefits of the Project. This Agreement provides assurances that the public benefits identified below in this Recital K will be achieved in accordance with the terms of this Agreement. The Site is highly accessible, sitting approximately 0.7 miles from the Interstate 710 Freeway, which acts as a vital corridor for the Los Angeles and Long Beach Ports, making the Site ideal for a manufacturing and logistics center. These factors thus establish Bell as a prime location for the logistics industry. With appropriate development, the Site can realize commercial, industrial, revenue-generating and job-generating potential, including without limitation:

1. *Increased Tax Revenues.* The development of the Site in accordance with the terms of this Agreement will result in increased real property and sales taxes and other revenues to the City.

2. *Job Generation.* The Project entails a land use and infrastructure plan that will support the creation of a major job center in the City and significantly improve the City's jobs to housing balance. The Project is proposed to provide substantial economic and employment opportunities for the community, with a goal of generating upwards of 542 new jobs.

3. *Sustainable Design.* The Developer will, to the extent reasonably feasible, include sustainable design for commercial and industrial uses and green building standards for residential construction. 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 Gold Certified building, strict adherence to building codes, best practices for environmental protection, energy efficiency, water conservation, and reduced greenhouse gas emissions.

4. *Signature Project.* Given the City's prime location for a logistics and manufacturing center, and the size and scope of the proposed Project, the parties agree that the Project shall serve as a "signature project" for the City of Bell; i.e., creating an iconic image for the City as a business- and manufacturing- friendly jurisdiction that is nonetheless well-balanced with attractive landscaping and sustainable design.

L. Public Hearings: Findings. In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), appropriate studies, analyses, reports and documents were prepared and considered by the Planning Commission and the City Council. The Board of the Authority, Planning Commission and the City Council, after giving the notice required by law, held a joint public hearing on August 7, 2013, recommended, and the City Council, after making appropriate findings, certified, by Resolution No. 2013-32-CC, adopted on August 7, 2013, a Final Environmental Impact Report for the Project, more specifically identified as the Final Environmental Impact Report for the Bell Business Center Project, State Clearinghouse No. 2013041025, as having been prepared in compliance with CEQA. On August 7, the Board of the Authority, City Council and the Planning

Commission, after giving notice pursuant to Government Code §§ 65090, 65091, 65092 and 65094, held a joint public hearing on the Developer's application for this Agreement. The Planning Commission and the City Council have found on the basis of substantial evidence based on the entire administrative record, that this Agreement is consistent with all applicable plans, rules, regulations and official policies of the City.

M. Mutual Agreement. Based on the foregoing and subject to the terms and conditions set forth herein, Developer and City desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and having determined that the foregoing recitals are true and correct and should be, and hereby are, incorporated into this Agreement, the Parties agree as follows:

1. DEFINITIONS

The following words and phrases are used as defined terms throughout this Agreement. Each defined term shall have the meaning set forth below.

1.1 Anniversary Date. "Anniversary Date" means the date of the anniversary of each year following the Effective Date of this Agreement.

1.2 Annual Review. "Annual Review" means the annual review of the Developer's performance of the Agreement in accordance with Article 10 of this Agreement and Government Code § 65865.1.

1.3 Applications. "Application(s)" means a complete application for the applicable land use approvals (such as a subdivision map, conditional use permit, etc.) meeting all of the terms of this Agreement, or where the terms of this Agreement do not address a particular permit, then meeting the terms of the current ordinances of the City; provided, however, that any additional or alternate requirements in those ordinances enacted after the date this Agreement is approved by the City Council which affect the Project application shall apply only to the extent permitted by this Agreement.

1.4 Assignment. "Assign" shall have the meaning set forth in Article 12 below. All forms of use of the verb "assign" and the nouns "assignment" and "assignee" shall include all contexts of hypothecations, sales, conveyances, transfers, leases, and assignments.

1.5 Authorizing Ordinance. "Authorizing Ordinance" means Ordinance No. 1195 approving this Agreement, introduced on August 7, 2013 and adopted on August 21, 2013.

1.6 BNSF and BNSF Lease. "BNSF" means "BNSF Railway," a lessee of Parcel A. The BNSF Lease on Parcel A, which was entered into on August 8, 2000, with a term lasting through 2013, and has been extended for five more years until July 31, 2018, by BNSF's exercise of its option for lease extension.

1.7 Building Permit. "Building Permit," with respect to any building or structure to be constructed on the Site, means a building permit for not less than the shell and core of such building or structure issued by the City's Division of Building and Safety.

1.8 CC&R's. "CC&R's" shall have the meaning set forth in Section 12.2 below.

1.9 CEQA. "CEQA" means the California Environmental Quality Act (Public Resources Code Sections 21000, et seq.).

1.10 Certificate of Compliance. "Certificate of Compliance" shall have the meaning set forth in Section 10.2 below.

1.11 Certificate of Occupancy. "Certificate of Occupancy," with respect to a particular building or other work of improvement, means the final certificate of occupancy issued by the City with respect to such building or other work of improvement. No Certificate of Occupancy shall be issued until all required covenants are recorded.

1.12 City. "City" means the City of Bell, California.

1.13 City Council. The "City Council" means the governing body of the City.

1.14 City Manager. "City Manager" means the City Manager of City.

1.15 Claims or Litigation. "Claims or Litigation" means any challenge by adjacent owners or any other third parties (i) to the legality, validity or adequacy of the General Plan, Land Use Regulations, this Agreement, Development Approvals or other actions of the City pertaining to the Project, or (ii) seeking damages against the City as a consequence of the foregoing actions, for the taking or diminution in value of their property or for any other reason. "Claims or Litigation" shall also include any referendum involving the approval of this Agreement, any of the Entitlements or then Existing Development Approvals.

1.16 Closing. "Closing" shall mean the close of escrow conveying the Site to the Developer and Closing shall occur no earlier than August 25, 2013, and no later than the date set forth in the Purchase & Sale Agreement, subject to extension as set forth therein.

1.17 Conditions of Approval. "Conditions of Approval" means those conditions to the Development of the Project imposed via this Agreement and attached hereto as Exhibit "D".

1.18 Default. "Default" refers to any material default, breach, or violation of a provision of this Development Agreement as defined in Article 11 below. "City Default" refers to a Default by the City, while "Developer Default" refers to a Default by the Developer.

1.19 Design Review Board. "Design Review Board" shall mean that four member review board consisting of the Community Development Director, City Engineer, one member of the Planning Commission and one member of the City Council, with the Planning Commission and City Councilmembers selected by the City Council, which Board shall operate administratively.

1.20 Developed Parcel. "Developed Parcel" shall mean a Parcel of the Site for which a Certificate of Occupancy has been issued or a final inspection conducted if no Certificate of Occupancy is required.

1.21 Development Goals. "Development Goals" shall have the meaning set forth in Recital K above.

1.22 Development. "Development" means the preparation of designs for, and improvement of, the Site for purposes of effecting the structures, improvements and facilities composing the Project including, without limitation: design, grading, the construction of infrastructure related to the Project, whether located within or outside the Site; the construction of structures and buildings; the installation of landscaping; and the operation, use and occupancy of, and the right to maintain, repair, or reconstruct, any private building, structure, improvement or facility after the construction and completion thereof, provided that such repair, or reconstruction takes place during the Term of this Agreement on parcels subject to this Agreement.

1.23 Development Agreement Statute. "Development Agreement Statute" means Sections 65864 through 65869.5 of the Government Code as it exists on the date the City Council approves this Agreement.

1.24 Development Approvals. "Development Approvals" means all Site-specific (meaning specifically applicable to the Site only and not generally applicable to some or all other properties within the City) plans, maps, permits, and entitlements to use of every kind and nature. Development Approvals includes, but is not limited to, site plans, tentative and final subdivision maps, vesting tentative maps, variances, zoning designations, planned unit developments, conditional use permits, grading, building and other similar permits, the Site-specific provisions of general plans, environmental assessments, including environmental impact reports, and any amendments or modifications to those plans, maps, permits, assessments and entitlements. The term Development Approvals does not include rules, regulations, policies, and other enactments of general application within the City.

1.25 Development Impact Fees. "Development Impact Fees" means a monetary exaction other than a tax or special assessment that is charged by a local governmental agency to an applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, pursuant to Gov. Code § 66000(b).

1.26 Development Plan. "Development Plan" means the Existing Development Approvals, Future Development Approvals and Existing Land Use Regulations.

1.27 Development Standards and Permitted Land Uses. "Development Standards and Permitted Land Use" means the development standards and permitted land uses set forth in Exhibit "C2".

1.28 Director. "Director" means the City's Director of Community Development or equivalent official.

1.29 Effective Date. "Effective Date" means the later of the date when: (i) this Agreement becomes effective pursuant to the Development Agreement Statute; (ii) all necessary hearings have been held and the Existing Development Approvals, have been granted; (iii) this Agreement has been executed by both parties; (iv) the Closing of the Escrow for sale of the Site to Developer pursuant to Article 9; and, (v) the periods in which to bring any Claim or Litigation have expired without any Claim or Litigation having been commenced or, if any Claim or Litigation has been commenced, the date on which the validity of this Agreement, the Entitlements and the Existing Development Approvals have been finally upheld and are free from any further judicial review. To the extent that such date extends beyond December 1, 2013, this Agreement will only become effective subject to Dexia's approval.

1.30 EIR. "EIR" means the Final Environmental Impact Report for the Project more specifically identified as the "Bell Business Center Project Final Environmental Impact Report", State Clearinghouse No. 2013041025, which was certified by the City Council, after making appropriate findings, by Resolution No. 2013-32-CC adopted on August 7, 2013, as being in compliance with CEQA.

1.31 EIR Mitigation Measures. "EIR Mitigation Measures" means the mitigation measures imposed upon the Project pursuant to the EIR and the Conditions of Approval thereof. The EIR Mitigation Measures are attached hereto as Exhibit "F".

1.32 Eligible Uses / Prohibited Uses. The Site, and all Parcels thereof, shall be restricted in use to those uses permitted under the Scope of Development (Exhibit "C2") . Eligible Uses are permitted on the Site as part of the Project and include such uses as industrial, manufacturing and warehousing. Prohibited Uses are not permitted on the Site or as part of the Project and include such uses as restaurant, gas station, transitional housing, retail alcohol or tobacco sales, and adult-oriented uses. No use permit may be issued for a Prohibited Use.

1.33 Entitlement Costs. "Entitlement Costs" shall include all expenses of City in the preparation of the Development Plan and EIR, as well as costs for environmental, soils, geotechnical, traffic, financial and economic studies and reports, or any other consultant costs and reports or analyses related thereto, and including all legal expenses in connection therewith.

1.34 Entitlements. As used herein, "Entitlements" shall mean receipt by Developer of all final Project entitlements, including without limitation all necessary governmental approvals, and consents to develop its Project (other than building permits) .

1.35 Existing Development Approvals. "Existing Development Approvals" means only the Development Approvals which are listed on Exhibit "G" and includes all provisions and exhibits hereto, including the Scope of Development, the Basic Design Concept, the Development Standards and Permitted Land Uses, the Conditions of Approval and the EIR Mitigation Measures

1.36 Existing Land Use Regulations. "Existing Land Use Regulations" or "Existing Regulations" means those Land Use Regulations applicable to the Site in effect on the date the City Council approves this Agreement.

1.37 Force Majeure. “Force Majeure” shall have the meaning set forth in Section 16.2 below.

1.38 Future Development Approvals. “Future Development Approvals” means those Development Approvals applicable to the Site approved by the City after the date the City Council approves this Agreement, including, without limitation, conditional use permits for any proposed non-Eligible Uses (Section 1.32 above), tentative tract maps, subdivision improvement agreements, detailed planning or engineering approvals for submission to plan check, architectural design plans (Section 1.24 above), such approvals as may be required for construction of Off-Site Improvements (Section 1.52 below), any applicable street vacations, grading permits and building permits. A list of specifically-anticipated and agreed-upon Future Development Approvals is attached hereto at Exhibit “G”.

1.39 General Plan. “General Plan” means the City’s General Plan as it exists on the date the City Council approves this Agreement.

1.40 Grading Permit. “Grading Permit” means a permit issued by the City’s Division of Building and Safety which allows the excavation or filling, or any combination thereof, of earth.

1.41 Intersection Improvements and Traffic Analysis. “Intersection Improvements and Traffic Analysis” means those specific intersection improvements, in-lieu fees, or supplemental traffic analysis, as defined in EIR Mitigation Measures MM 3.12.1a, 3.12.1b, 3.12.1c, 3.12.6a, 3.12.6b, and 3.12.6c.

1.42 Land Use Regulations. “Land Use Regulations” means those ordinances, laws, statutes, rules, regulations, initiatives, policies, requirements, guidelines, constraints, codes or other actions of the City which affect, govern, or apply to the Site or the implementation of the Development Plan. Land Use Regulations include the ordinances and regulations adopted by the City which govern permitted uses of land, density and intensity of use and the design of buildings, applicable to the Site, including, but not limited to, the EIR and EIR Mitigation Measures, Zoning Ordinances, development moratoria, implementing growth management and phased development programs, ordinances establishing development exactions, subdivision and park codes, any other similar or related codes and building and improvements standards, mitigation measures required in order to lessen or compensate for the adverse impacts of a project on the environment and other public interests and concerns or similar matters. The term Land Use Regulations does not include, however, regulations relating to the conduct of business, professions, and occupations generally; taxes and assessments; regulations for the control and abatement of nuisances; building codes; encroachment and other permits and the conveyances of rights and interests which provide for the use of or entry upon public property; any exercise of the power of eminent domain; or similar matters.

1.43 Local Agency. “Local Agency” means any public agency authorized to levy, create or issue any form of land secured financing over all or any part of the Project, including, but not limited to, the City.

1.44 Minor Modifications. “Minor Modifications” means those changes to this Agreement and the Development Plan which can be made administratively as set forth in Section 7.4.

1.45 Mortgage. “Mortgage” means a mortgage, deed of trust, sale and leaseback arrangement or other transaction in which all, or any portion of, or any interest in, the Site is pledged as security.

1.46 Mortgagee. “Mortgagee” refers to the holder of a beneficial interest under a Mortgage.

1.47 Mortgagee Successor. “Mortgagee Successor” means a Mortgagee or any third party who acquires fee title or any rights or interest in, or with respect to, the Site, or any portion thereof, through foreclosure, trustee’s sale, deed in lieu of foreclosure, lease termination, or otherwise from, or through, a Mortgagee. If a Mortgagee acquires fee title or any right or interest in, or with respect to, the Site, or any portion thereof, through foreclosure, trustee’s sale or by deed in lieu of foreclosure and such Mortgagee subsequently conveys fee title to such portion of the Site to a third party, then such third party shall be deemed a Mortgagee Successor.

1.48 Municipal Code. “Municipal Code” means the City’s Municipal Code as it existed on the date the City Council approves this Agreement and as it may be amended from time to time consistent with the terms of this Agreement.

1.49 NMTC Program. “NMTC Program” means the New Markets Tax Credit Program, established by the United States Congress in 2000 and managed by the United States Department of Treasury, which provides funding for (i) domestic corporations or partnerships, (ii) demonstrating a primary mission of serving, or providing investment capital for, low-income communities, that (iii) maintain accountability to residents of the low-income community.

1.50 Non-Defaulting Party. “Non-Defaulting Party” shall have the meaning set forth in Section 11.1 below.

1.51 Developer’s Off-Site Budget. “Developer’s Off-Site Budget” means that budgeted amount of money that Developer has set-aside for off-site improvements. The Developer’s Off-Site Budget shall be solely expended for implementation of Off-Site Improvements to be constructed by Developer via the Developer’s own forces or contractors. The Developer’s Off-Site Budget shall include the actual costs of construction, including materials and labor; direct costs of insurance, bonds and other matters or a reasonable overhead allowance; including, but not limited to, engineering and design costs and permit fees; provided that all such costs are approved by the City Engineer. The contingency in the budget shall not exceed five percent (5%).

1.52 Off-Site Improvements. “Off-Site Improvements” means those public infrastructure improvements not located on the Site, yet consisting of public infrastructure serving the Site and/or necessitated by the Project whether constructed by the Developer or City, all as further described in Section 5.4 and described/depicted in Exhibit “C3” hereto.

1.53 Parcels. "Parcels" means each of the four (4) designated parcels encompassed by the Project Site, namely:

- a. *Parcel A*, comprising approximately 14.5 net acres and legally described in Exhibit "B1" hereto. Parcel A is currently subject to a lease by the BNSF Railway ("BNSF"), which lease expires in 2018;
- b. *Parcel F*, comprising approximately 11.6 net acres and legally described in Exhibit "B2" hereto;
- c. *Parcel G*, comprising approximately 3.6 net acres and legally described in Exhibit "B2" hereto; and
- d. *Parcel H*, comprising approximately 10.5 net acres and legally described in Exhibit "B2" hereto.

1.54 Planning Commission. "Planning Commission" means the City's Planning Commission.

1.55 Processing Fees. "Processing Fees" means (i) the City's normal fees for processing, future environmental assessment/review, tentative tracts/parcel map review, plan checking, site review, site approval, administrative review, building permit (plumbing, mechanical, electrical, building), inspection and similar fees imposed to recover the City's costs associated with processing, review and inspection of applications, plans, specifications, etc., and (ii) any fees required pursuant to any Uniform Code. The Developer is required to pay the City's normal and customary Processing Fees, which Fees are not subject to limitation hereunder except pursuant to the City's general police power authority. Processing Fees do not include Developer Impact Fees.

1.56 Project. "Project" means the Development of the Site, pursuant to this Agreement, the EIR and EIR Mitigation Measures, and the Existing Land Use Regulations, as described more specifically in the Scope of Development, attached hereto as Exhibit "C" and incorporated herein by this reference.

1.57 Purchase Price. "Purchase Price" means the price for which the City will sell the Site or any Parcels thereof to Developer pursuant to the Purchase & Sale Agreement.

1.58 Purchase & Sale Agreement. "Purchase & Sale Agreement" means that agreement by which the City will convey the whole Site to Developer, the form of which agreement is attached hereto as Exhibit "E".

1.59 Reservations of Authority. "Reservation of Authority" shall have the meaning set forth in Article 8 below.

1.60 Scope of Development. "Scope of Development" means the description of the Project and the manner in which it will be developed as set forth in Exhibit "D".

1.61 Site. "Site" means the collective four (4) Parcels of land, totaling approximately 40.2 net acres along Rickenbacker Road in the City of Bell, comprising: Parcel A, comprising approximately 14.5 net acres, Parcel F, comprising approximately 11.6 net acres, Parcel G, comprising approximately 3.6 net acres, and Parcel H, comprising approximately 10.5 net acres. The Site is commonly known as the Bell Federal Service Site (or, herein, the "Site"), and is located at 5600 Rickenbacker Road, Bell, California 90201. The Site is more fully shown in the Site Map attached hereto as Exhibit "A."

1.62 Subdivision Map. "Subdivision Map" means the subdivision map for the development of any Parcel which shall be consistent with the Scope of Development and Conditions of Approval and shall contain its own plan for the installation of infrastructure and other Project improvements within the subdivision. All Subdivision Maps shall meet the requirements of the Subdivision Map Act.

1.63 Subdivision Map Act. "Subdivision Map Act" means Government Code § 66412 et seq. as implemented by Title 16 of the Municipal Code.

1.64 Taxes. "Taxes" means general or special taxes, including but not limited to ad valorem property taxes, sales taxes, transient occupancy taxes, utility taxes or business taxes of general applicability citywide which do not burden the Site disproportionately to similar types of development in the City and which are not imposed as a condition of approval of a development project. Taxes do not include Development Impact Fees or Processing Fees.

1.65 Term. "Term" means that period of time during which this Agreement shall be in effect and bind the Parties, as defined in Article 3 below.

1.66 Transfer. "Transfer" shall have the meaning set forth in Article 12 below.

1.67 Zoning Code. "Zoning Code" means Title 17 of the Municipal Code as it existed on the date the City Council approves this Agreement except (i) as amended by any zone change relating to the Site approved concurrently with the approval of this Agreement, and (ii) as the same may be further amended from time to time consistent with this Agreement.

2. EXHIBITS.

The following are the Exhibits to this Agreement:

2.1 Exhibit A Site Map

2.2 Exhibit B Legal Descriptions

- Exhibit B1 Parcel A Legal Description
- Exhibit B2 Parcel F, G and H Legal Description

2.3 Exhibit C Scope of Development

- Exhibit C1 Basic Design Concept
 - Site Plans
 - Conceptual Landscape Plan
 - Illustrative Drawings and Elevations
 - Building Materials
 - Exhibit C2 Development Standards and Permitted Land Uses (“Development Standards”)
 - Exhibit C3 Offsite Improvement Narrative
- 2.4 Exhibit D Conditions of Approval
- 2.5 Exhibit E Purchase and Sale Agreement
- 2.6 Exhibit F EIR Mitigation Measures
- 2.7 Exhibit G List of Existing Development Approvals
- 2.8 Exhibit H Off-Site Improvements Budget
- 2.9 Exhibit I Preliminary Estimate of City’s Costs
- 2.10 Exhibit J Estoppel Certificate Form

3. **TERM.**

3.1 Term. The term of this Development Agreement (the “Term”) shall commence on the Effective Date and shall continue until the earlier of either (i) the point in time at which all Parcels have been Developed to completion and are a Developed Parcel, or (ii) fifteen (15) years from the Effective Date hereof.

3.2 Termination Upon Completion of Construction. This Agreement shall terminate with respect to any Parcel, and such Parcel shall be released and no longer subject to this Agreement, without the execution or recordation of any further document, when a Certificate of Occupancy has been issued for the last building on the Parcel.

3.3 Termination for Default. This Agreement may be terminated due to the occurrence of any Default in accordance with the procedures in Article 11.

3.4 Effective Date. See Section 1.29 above. If such a Claim or Litigation has been filed, then the Effective Date shall be the date that the Claim or Litigation has been successfully resolved in the City’s favor, and the time for any further judicial review has run. The City shall give Developer notice as to the date established as the Effective Date. Until the Effective Date, neither City nor Developer shall have any rights or obligations under this Agreement. The Effective Date is not otherwise tolled for any other Force Majeure as described in Section 16.2.

3.5 Term Subject to Reduction for Failure to Commence Vertical Construction on Parcels F, G and H. Developer agrees to commence development of Parcels F, G and H within one (1) year from the Effective Date. Upon the Third Anniversary and on every Anniversary thereafter, that Developer fails to commence vertical construction on any one or more of Parcels F, G and H, then the Term of this Agreement shall be reduced one year. For example, if on the Third Anniversary, Developer has commenced vertical construction on F&G but not H (or if construction was commenced on one parcel but not the other two), the Term shall be reduced to fourteen (14) years. The City Council may find good cause for any delays and waive these provisions for shortening the Agreement's Term.

3.6 Term Subject to Reduction for Failure to Commence Construction on Parcel A. Notwithstanding, and cumulatively with Section 3.5 above, on the 8th Anniversary Date, the Term of this Development Agreement shall be subject to reduction of one year for every year that the Developer fails thereafter to commence vertical construction on Parcel A. For example, and assuming that Developer timely commenced construction on all other Parcels pursuant to Section 3.5 above, if on the 10th Anniversary Date vertical construction had not commenced on Parcel A, 3 years of term would be lost and the Term would be reduced to 12 years, and the Development Agreement terminates at the end of the 12th year. The City Council may find good cause for any delays and waive these provisions for shortening the Agreement's Term.

4. DEVELOPMENT OF THE SITE.

4.1 Right to Develop. During the Term, the Developer shall have a vested right to develop the Site (subject to Article 6 below) to the full extent permitted by the EIR and EIR Mitigation Measures, this Agreement and the Development Plan shall exclusively control the Development of the Site (including the uses of the Site, the density or intensity of use, architectural review, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes and the design, improvement and construction standards and specifications applicable to the Project). The Scope of Development, the Basic Design Concept, the Development Standards and Permitted Land Uses and the Conditions of Approval and the EIR Mitigation Measures for this right to develop are attached hereto as Exhibits "C", "D" and "F" and incorporated herein by this reference. The Project shall be subject only to those Development Impact Fees, if any, that exist on the date that the City Council approves this Agreement.

4.2 Approval of Project Site Plans; Conditions of Approval. The Parcel A Project scenarios, the Parcels F&G Project scenarios, and the Parcel H Project scenarios are all attached hereto as Exhibit "C1", with each set of scenarios for each Parcel at "Option 1", "Option 2" and "Option 3" respectively. All such Project scenarios are approved commensurate with approval of this Agreement, as long as the combination of building area, use and trip generation do not exceed the parameters of the EIR. Such approval of these Project maps shall serve for all purposes as a "Site Plan" approval for each proposed Development scenario, thus superseding Chapter 17.92 of the Zoning Code. Said approval is strictly conditioned upon Developer's acceptance of the Conditions of Approval at Exhibit "F" and the EIR Mitigation Measures.

4.3 This Agreement to Govern Zoning; Waiver of Specific Plan. The City has determined that this Agreement is consistent with the General Plan and the Zoning Code. As such, this Agreement and its Exhibits (including the Scope of Development, the Basic Design Concept, Development Standards and Permitted Land Uses and the Conditions of Approval) shall be the primary documents governing the use and Development of the Site and, in the event of a conflict, shall prevail over any other Existing Land Use Regulations. Further, the City and Developer hereby specifically agree that this Agreement shall be the Specific Plan for the Site and all other requirements to adopt a Specific Plan shall be waived in lieu of Developer's acceptance of this Agreement, the EIR and the Development Plan. Any zoning issues or requirements applicable to the Site, or a Parcel thereof, that are not otherwise governed by this Agreement, the EIR or the Development Plan shall be governed by the Existing Land Use Regulations. Project zoning and permitting shall be governed by the following hierarchy of regulations, with item "a" having highest governing authority and descending therefrom:

- (a) The EIR and EIR Mitigation Measures;
- (b) The terms of this Agreement, (including the Scope of Development, the Basic Design Concept, Development Standards and Permitted Land Uses and the Conditions of Approval;
- (c) The terms of any Existing Development Approvals;
- (d) Existing Land Use Regulations.

4.4 Right To Future Approvals. Subject to the City's exercise of its police power authority as specified in Article 11 below, the Developer shall have a vested right: (i) to receive from the City all Future Development Approvals for the Site that are consistent with, and implement, the EIR and this Agreement; (ii) not to have such approvals be conditioned or delayed for reasons inconsistent with the EIR and this Agreement; and (iii) to Develop the Site in a manner consistent with such approvals in accordance with this Agreement. All Future Development Approvals for the Site, including without limitation zone changes, or parcel maps or tract maps, shall upon approval by the City, be vested in the same manner as provided in this Agreement for the Existing Land Use Regulations, for the term of this Agreement.

4.5 Existing Development Approvals. Only those items specifically set forth on Exhibit "G" hereto are deemed Existing Development Approvals for purposes of this Agreement. Any approvals not included within Exhibit "G" shall not apply to the Project with the exception of those reservations set forth in Article 8 below.

4.6 NMTC Program. Pursuant to the ENA and Buyer's offer, Buyer will apply for New Market Tax Credits (the "NMTCs") and consider using the same for the purpose of developing the Property. Buyer has agreed to pay fifty percent (50%) of all tax credits received by Buyer obtained through New Market Tax Credits to Sellers in addition to the Purchase Price, in addition to developing a community benefit package which will not be required to exceed \$25,000 in value.

4.7 Employment Outreach for Local Residents. A goal of the City with respect to this Project and other major projects within the City is to foster employment

opportunities for Bell residents. To that end, Developer covenants that with respect to the construction, operation and maintenance of the Project, the Developer shall make reasonable efforts to cause all solicitations for full or part-time, new or replacement, employment relating to the construction, operation and maintenance of the Project to be listed with the City's Job Clearinghouse, and any other replacement job listing clearing house reasonably selected by the City and designated in writing to Developer, and to take other efforts at outreach to local efforts as the City shall approve. Developer will inform its purchasers and lessees of the provisions of this program. Without limiting the generality of the foregoing, the provisions of this Section 4.7 are not intended, and shall not be construed, to benefit or be enforceable by any Person whatsoever other than City.

4.8 Energy Efficient and Sustainable Building Design. All buildings developed on Parcels A, F, G and H shall promote sustainable and energy efficient practices. 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 Gold Certified building. A goal shall be established to reduce energy use by 40%. Systems which may be utilized would include solar panels and other alternative energy technologies. Additionally, to reduce emissions, at all truck loading locations, power plug-in stations shall be provided to reduce emissions from idling trucks.

5. PROJECT CONSTRUCTION AND SCHEDULING.

5.1 Timing of Development. The Parties acknowledge that the substantial public benefits to be provided by the Developer to the City pursuant to this Agreement are in consideration for, and in reliance upon, assurances that the City will permit Development of the Site in accordance with the terms of this Agreement. Accordingly, the City shall not attempt to restrict or limit the Development of the Site in any manner that would conflict with the provisions of this Agreement or the Existing Development Approvals. The City acknowledges that the Developer cannot at this time predict the exact timing or rate at which the Site will be Developed. The timing and rate of Development depend on numerous factors such as market demand, commercial tenant availability, absorption, completion schedules and other factors, which are not within the control of the Developer or the City. It is the intent of the Parties to provide in this Agreement that the Developer shall have the vested right to Develop the Site in such order and at such rate and at such time as the Developer deems appropriate, but in accordance with the Development Goals, and all other requirements of Project construction and timing set forth in this Article 5. Except as set forth in the following sentence, it is the intent of the Parties that no City moratorium or other similar limitation relating to the rate or timing of the Development of the Site or any portion thereof, whether adopted by initiative, referendum or otherwise, shall apply to the Site to the extent that such moratorium, referendum or other similar limitation is in conflict with this Agreement. Notwithstanding the foregoing, the Developer acknowledges that nothing herein is intended or shall be construed as (i) overriding any provision of the Existing Land Use Regulations to the phasing of Development of the Project; or (ii) restricting the City from exercising the powers described in Article 6 of this Agreement to regulate development of the Site; and, (iii) nothing in this Article 5. is intended to excuse or release the Developer from any obligation set forth in this Agreement which is required to be performed on or before a specified calendar date or event.

5.2 Critical Development Goals & Schedule of Performance. Subject to the provisions of Article 3, the Developer must achieve certain goals and objectives in terms of Project Development in order to keep the Agreement in place for the full term contemplated in Section 3.1. The development of the Project will be reviewed at each Annual Review. The Development Goals are as follows:

<u>Development Event</u>	<u>Critical Deadline</u>
<p>A. <u>Parcel A Project.</u> Developer shall have a choice of developing the Parcel A Project pursuant to one of three alternative Development scenarios, all of which are depicted in Exhibit "C1" hereto. The potential Parcel A Project scenarios contemplate expanding the Parcels F&G Project onto Parcel A; however, because Parcel A is currently leased to the BNSF Railroad ("BNSF"), such Development could not occur until the expiration of BNSF's current lease of Parcel A, which lease expires in 2018.</p>	<ul style="list-style-type: none"> i. Developer shall provide written notice to City of which Parcel A Project scenario it shall proceed with no later than one year from the expiration of the BNSF lease. Developer shall commence vertical construction no more than eight (8) years following the Effective Date ii. Any Subdivision Map Approvals required for Parcel A Development, if any, shall be provided within three months from building permit plan check submittal. iii. Rough Grading Permits shall be provided for the Parcel A Project within one month of grading permit plan check submittal. iv. All permits/approvals required for vertical construction of the Parcel A Project shall be provided within two months of building permit plan check submittal. v. Parcel A Project improvements shall be complete (as demonstrated by issuance of a Certificate of Occupancy) no later than one week from final inspection sign off.
<p>B. <u>Parcels F&G Project.</u> The Developer shall have a choice of developing the Parcels F&G Project pursuant to one of four alternative Development scenarios, all of which are depicted in Exhibit "C1" hereto.</p>	<ul style="list-style-type: none"> i. Developer shall provide written notice to City of which Parcels F&G Project scenario it shall proceed with, and shall begin vertical construction, no later than one year from the Effective Date. ii. Any Subdivision Map Approvals required for Parcels F&G Project Development, if any, shall be provided within three months from building permit plan check issuance. iii. Rough Grading Permits shall be provided for the Parcels F&G Project within one month of grading permit plan check submittal. iv. All permits/approvals required for vertical construction of the Parcels F&G Project shall be provided within two

<u>Development Event</u>	<u>Critical Deadline</u>
	<p>months of building permit plan check submittal.</p> <p>v. Parcels F&G Project improvements shall be complete (as demonstrated by issuance of a Certificate of Occupancy) no later than one week from final inspection sign off.</p>
<p>C. <u>Parcel H Project</u>. The <u>Developer</u> shall have a choice of developing the Parcel H Project pursuant to one of four alternative Development scenarios, all of which are depicted in Exhibit "C1" hereto.</p>	<p>i. Developer shall provide written notice to City of which Parcel H Project scenario it shall proceed with, and shall begin vertical construction thereon, no later than one year from the Effective Date.</p> <p>ii. On _____, 2013, Developer received City approval for a Subdivision Map (TPM #72328) subdividing Parcel H into four lots. However, at the time of such approval, it was unknown whether Developer would Develop Parcel H as four, two or one parcels (as reflected in the Parcel H Project alternative scenarios at Exhibit "C1"). City has agreed to diligently pursue map check of the four parcel scenario and approve and record the map. If Developer timely determines to Develop Parcel H with either one or two parcels, then the City will promptly process a lot line adjustment which will be completed within three months from building permit plan check submittal</p> <p>iii. Rough Grading Permits shall be provided for the Parcel H Project within one month of grading permit plan check submittal.</p> <p>iv. All permits/approvals required for vertical construction of the Parcel H Project shall be provided within two months of building permit plan check submittal.</p> <p>v. Parcel H Project improvements shall be complete (as demonstrated by issuance of a Certificate of Occupancy) no later than one week from final inspection sign off.</p>
<p>D. In addition to the above critical Development Goals and deadlines, the parties shall begin and complete all plans, reviews, construction and Development of the Project within the times specified in Sections 6.3 and 6.4, or such reasonable extensions of said dates as may be mutually approved in writing by the parties. Once construction is commenced, it shall be diligently pursued to completion, and shall not be abandoned for more than thirty (30) consecutive days, except when due to a Force Majeure. Developer shall keep the City informed of the progress of construction and submit to the City written reports of the progress of the construction when and in the form requested by the City.</p>	

<u>Development Event</u>	<u>Critical Deadline</u>
<p>E. Times of performance under this Agreement may be extended by mutual written agreement by City and Developer. The City Manager of City shall have the authority on behalf of City to approve extensions of time not to exceed a cumulative total of one hundred eighty (180) days with respect to the development of any one Parcel or a cumulative total of three hundred sixty (360) days with respect to the development of the Site as a whole.</p>	

5.3 Development Goals Satisfied By Commencement of Construction. The Development Goals for each Parcel specified above are deemed satisfied once Developer has commenced construction of vertical improvements upon the Parcel. "Commenced construction" of a vertical improvements means that building plans have been approved, that a building permit has been issued and that construction has commenced on all vertical units to be installed on the Parcel. The commencement shall not be counted if the building permit expires without completion of the unit.

5.4 Off-Site Public Improvements. The Parties understand and agree that the Project necessitates the design and construction of the Off-Site Improvements which include, without limitation, curb, gutter, sidewalk, lighting parkways, pavement, and other street improvements; water and sewer extensions; and other improvements on (i) Rickenbacker Road and 6th Street ("Developer Off-Site Improvements"), and (ii) at other locations ("City Off-Site Improvements"), (collectively, Developer Off-Site Improvements and City Off-Site Improvements are the "Off-Site Improvements"), all as further described and/or depicted in Exhibit "C3" hereto. The City Off-Site Improvements include all Off-Site Improvements other than the Developer Off-Site Improvements, as required by the Mitigation Measures. Without limiting the generality of the foregoing, these include the intersection improvements set forth in the Traffic Analysis. As of the date the City Council approves this Agreement, there is no specific phasing for the construction of the Off-Site Improvements. Developer shall provide City with a Phasing Plan, which shall include both Developer and City Off-Site Improvements for approval of City and all Off Site Improvements shall be constructed by the party responsible therefore in accordance with the Phasing Plan subject to the guidelines specified below. Notwithstanding any provision herein to the contrary, the City shall retain the right to condition any Future Development Approvals to require Developer to construct the Off-Site Improvements reasonably necessary at that stage of the Development cycle, subject to the following conditions:

5.4.1 Developer shall be responsible for the Developer Off-Site Improvements up to the amount of \$1,340,000.00 (the "Off-Site Budget") for implementing the Developer Off-Site Improvements. However it is possible that Developer Off-Site Improvements may cost more than \$1,340,000.00. Any portion of the \$1,340,000 not necessary to pay for Developer Off-Site Improvement costs shall be spent in accordance with Section 5.4.5. Developer shall establish the Off-Site Budget in accordance with Section 5.4.2 and shall assure that the work is carried out in a cost effective manner in accordance with the Off-Site Budget.

In order to ensure that Developer is installing Off-Site Improvements in an efficient and cost-effective manner that does not unnecessarily result in cost overages, the Developer will validate the true cost of the Off-Site Improvements. Developer will administer a competitive bid.

Utilizing a single General Contractor to administer the bid (whose direct job costs will include fee, insurance and general conditions expressed as discreet percentages of the subcontractor work, with such percentages subject to mutual agreement between the Developer and City), Developer shall procure bids for the work from a minimum of three (3) licensed and bonded contractors for each key subtrade (specific subtrades having been identified by General Contractor). The Developer, upon reasonable request of the City, shall provide the City with an accounting for all work performed and expenses incurred in the course of installing the Developer Off-Site Improvements. If the City discovers unnecessary cost overruns and/or unreasonably excessive costs in Developer's installation of the Developer Off-Site Improvements, such excessive costs shall not be included in the Off-Site Budget. The parties agree to meet and confer in good faith in the event of any dispute regarding Developer's incurrence of Off-Site Improvement costs. This bid process will be "open book" with such materials as bid instructions, bid sheet/cost summary, bid qualifications, insurance certificates, and subcontractor CV/project history subject to review and ultimate approval by the City prior to the award of subcontracts.

5.4.2 Certain portions of the Off-Site Improvements consist of a private, vehicular thoroughfare identified as "Rickenbacker Road" in Exhibit "C3" hereto, which is owned by private third-parties. As part of the Conditions of Approval at Exhibit "D", Developer shall be required to extend Rickenbacker Road, as further described in the description of Rickenbacker Improvements at Exhibit "C3" and conditioned pursuant to the Conditions of Approval. Further, Developer is hereby required to exercise all due diligence in an attempt to reach an agreement with the owner(s) of Rickenbacker Road for the Project's use and maintenance of the Road (e.g., via a property use/maintenance agreement or a property owners' association or similar such mechanism) within three years of the Effective Date hereof. If, after diligent and good faith efforts for three years, the Developer is unable to negotiate such arrangement with owner(s) of Rickenbacker Road, and if request by the Developer, the City will consider but is not required to establish an assessment district for such purposes of transferring ownership to the City and maintaining Rickenbacker Road for use by the Public which assessment district is subject to the protest rights of adjacent land owners including the Developer, the Shelter Partnership, the Los Angeles United School District and Federal Government. If so requested by Developer, Developer shall pay all Processing Fees attributable to the City's creation of an assessment district. These Processing Fees may be reimbursed to the Developer upon successful establishment of the assessment district if the assessment district allows such reimbursement. If the City is unsuccessful in establishing an assessment district for maintaining Rickenbacker Road or otherwise chooses not to establish the assessment district for any reason, no fees will be reimbursed to the Developer for costs associated in pursuing the assessment district.

5.4.3 A portion of Parcel A consists of access easements that are identified as either "K Street" or "1st Street" in Exhibit "A" attached hereto. As part of the Conditions of Approval, Developer shall notify the City of its election to either relocate or abandon either of these Easements. Such relocation or abandonment of either of these Easements must be processed as a map or other instrument as allowed by the California Map Act and must be processed with the agreement of all parties with rights with respect to either of these easement as described in the easement documents.

5.4.4 The parties hereto acknowledge that construction of the Off-Site Improvements is needed to alleviate an impact caused by the Project or be of benefit to the Project. The timing of the construction of Off-Site Improvements shall be reasonably related to the phasing of the Development and said Improvements shall be phased to be commensurate with the logical progression of the Project as well as the reasonable needs of the public; the Off-Site Improvements shall be completed based upon the needs of the Parcel then being Developed and the needs of the general public existing from time to time.

5.4.5 In the event there are savings and the Developer's Off-Site Improvements cost less than \$1,340,000, the savings shall be paid by Developer to City to reimburse City for its Project related costs, including the Entitlement Costs, and to pay for the City's Off-Site Improvement Costs. Payment shall be made within 30 days of the completion of the Developer's Off-Site Improvements and Developer shall submit to City full written documentation of all costs. Such costs shall not exceed the approved Off-Site Budget. If the Off-Site Budget is greater than \$1,340,000, the City shall be responsible for such costs up to the amount of the City Cost Cap ("City Cost Cap") in Section 5.4.6.

5.4.6 City is not obligated by any provision herein for more than \$2,340,000 (the "City Costs Cap") in various costs of the Project, the Entitlement Costs, and any legal costs in association with the legal defense of the Existing Developer Approvals. City shall prepare an Estimate of City's Costs, a preliminary estimate of which is included as Exhibit I. City shall update such estimates as they occur and provide a written copy to Developer along with appropriate documentation. If such estimates exceed the City Costs Cap, City may terminate this Agreement and the Purchase & Sale Agreement without liability to Developer by giving 30-day notice ("Notice to Terminate") to Developer. If the City does elect to terminate this Agreement, it shall immediately refund all unexpended funds on deposit with it by the Developer. Nothing herein shall prevent the parties from negotiating over the adjustment of such costs, or prevent City from withdrawing such Notice to Terminate prior to the expiration of such 30 days. Notwithstanding the foregoing, the City's liability hereunder is significantly affected by whether litigation is filed concerning the Project, and such litigation can be filed within thirty (30) days following the recordation of the Notice of Determination, and can be served on City thereafter. Accordingly, City's right to serve the Notice of Termination hereunder shall expire if not exercised by close of business on September 8, 2013.

5.5 Standard of Work. When the Developer is required by this Agreement and/or the Development Plan to construct any Off-Site Improvements which will be dedicated to the City or any other public agency, upon completion, and if required by applicable laws to do so, the Developer shall perform such work in the same manner and subject to the same construction standards as would be applicable to the City or such other public agency should it have undertaken such construction work. In any case where the Developer performs the Off-Site Improvement work, the Developer shall pay prevailing wages as required by law and the City shall not be liable for any failure in Developer's payment of prevailing wages or legally-imposed penalties therefore.

5.6 Prevailing Wages. Developer shall pay prevailing wages as required by law, as described in California Labor Code § 1720. To the extent that it is determined that Developer has not paid, or does not pay, prevailing wages required by law for any portion of the

Project, Developer shall defend and hold the City harmless from and against any and all increase in construction costs, or other liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of any action or determination that the Developer failed to pay prevailing wages in connection with the construction of the Project in violation of the Prevailing Wage Law.

Developer acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations ("DIR"), require Developer or any of its contractors or subcontractors to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the DIR under Prevailing Wage Law, then Developer shall indemnify, defend, and hold City harmless from any such determinations, or actions (whether legal, equitable, or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of the Prevailing Wage Law. The City makes no representation that any construction or Site uses to be undertaken by Developer are or are not subject to Prevailing Wage Law.

6. PROCESSING OF REQUESTS AND APPLICATIONS FOR FUTURE DEVELOPMENT APPROVALS; OTHER GOVERNMENT PERMITS.

6.1 Project Uses; Future Development Approvals for Same. The Project is hereby approved for Eligible Uses. If, however, Developer proposes modifications to the Development Plan or proposes to implement anything other than an Eligible Use on the Site or any Parcel thereof, Developer shall be required to obtain a "Conditional Use Permit," which Conditional Use Permit shall be processed in the manner set forth in Zoning Code Sections 17.96.040 through 17.96.160 and shall be deemed an Existing Development Approval hereunder. The issuance of a Conditional Use Permit may result in the imposition of new or amended Conditions of Approval (Exhibit "D") pursuant to Zoning Code Section 17.96.090. Nothing in this Section shall apply to any nonconforming uses or structures on the Site which shall be governed by the "Exceptions" portion of the Development Standards and Permitted Land Uses.

6.2 Design Review Approvals. As part of its Future Development Approvals, Developer will be required to secure design review approvals for all buildings and landscaping improvements in the Project. The provisions of this Agreement shall fully govern the terms of such architectural design review and supersede the provisions of Zoning Code Chapter 2.64. The parties acknowledge that design review is needed in order to encourage the orderly and harmonious appearance of structures and property upon and around the Site, to maintain the public health, safety and welfare and to maintain the property and improvement values throughout the City and to encourage the physical development of the City.

6.2.1 Design review shall be the responsibility of the Design Review Board, based upon an application submitted to the Director.

6.2.2 Before action is taken on any Future Development Approval, including without limitation building application for any Project improvement or for the issuance of a permit for any sign, building, structure, or alteration of the exterior of a structure in the Project, plans and drawings of such Project improvement, sign, building or alteration proposed as part of the Future Development Approval shall be submitted, in such form and detail as the

Director may prescribe, to the Design Review Board for approval. The submittal shall include the following information to the extent applicable to the Future Development Approval being sought:

- (a) Site plans
- (b) Landscaping plans
- (c) Building elevations/renderings
- (d) Color and materials board

6.2.3 In order to grant design review approval, the findings and determinations of the Design Review Board shall be that the Project improvement, as set forth in the proposed Future Development Approval, is based on the design requirements included in the approved Scope of Development, Basic Design Concept, Conditions of Approval, and Environmental Impact Report.

6.2.4 If the Design Review Board is unable to make the findings and determinations prerequisite to the granting of design approval pursuant to this Section, the application shall be denied.

6.2.5 Approval of a design, and the finding that such design conforms to the provisions of this Agreement, is hereby declared to be an administrative function. The Design Review Board has the authority and responsibility to perform this administrative function. The action thereon by the Design Review Board shall be final and conclusive.

6.2.6 No Future Development Approval shall be issued, no permit shall be issued for any development, and no structure, building, or sign shall be constructed or used in any case hereinabove mentioned until such plans and drawings have been finally approved by the Design Review Board for purposes of design review.

6.2.7 The plans and designs for review will be submitted concurrently with the application for the Future Development Approval underlying said review and, to the extent reasonably possible, will be processed concurrently with the accompanying application for a Future Development Approval. For example, if the proposed Future Development Approval is for a building permit for Parcel A, a submission of Design Review Plans pertaining to the improvements proposed in the building permit shall be submitted concurrently with the application for building permit, and said Design Review Plans shall be processed concurrently with the building permit to the extent reasonably possible.

6.2.8 Any design review approval granted in accordance with the terms of this title shall be automatically revoked and terminated if not used within two years of original grant or within the period of any Design Review Board extensions thereof.

6.3 Processing Future Development Approvals; General Protocols and Payment of Processing Fees. Notwithstanding that the approval of this Agreement replaces and supersedes the need for Site Plan approvals and/or a specific plan, the parties contemplate that

Developer will be required to obtain certain Future Development Approvals that will be subject to the City's discretionary review. Future Development approvals may include, without limitation, conditional use permits to obtain approval of uses other than Eligible Uses (Section 6.1 above), tentative tract maps, subdivision improvement agreements, such approvals as may be required for construction of Off-Site Improvements (Section 5.4 above), and any applicable street vacations.

6.3.1 The Developer, in a timely manner, will provide the City with all documents, applications, plans and other information necessary for the City to carry out its obligations hereunder in processing the Development Plan and Future Development Approvals, and Developer will cause the Developer's planners, engineers and all other consultants to submit in a timely manner all required materials and documents therefor. It is the express intent of this Agreement that the parties cooperate and diligently work to implement any zoning or other land use, subdivision, grading, building or other approvals for Development of the Project in accordance with this Agreement, the Existing Development Approvals and the Conditions of Approval.

6.3.2 Pursuant to the terms of Section 5.4.5, the Developer shall to pay to the City any surplus funds in the Off-Site Budget (*i.e.*, the difference between the cost to complete the Off-site Improvements and \$1,340,000) after the Off-Site Improvements are complete to cover the costs of Entitlement Costs associated with Project Development. In addition, Developer is required to pay the City's normal and customary Processing Fees, which Fees are not subject to limitation hereunder except pursuant to the City's general police power authority. Developer will pay all Processing Fees relating to the City's processing and approval of Tentative Parcel Map No. 72328.

(a) On or prior to Closing, the City will provide Developer an accounting of all Processing Fees incurred by Developer up to such date of Closing and, as a condition to Closing, the Developer shall deposit into escrow the full amount of Processing Fees due and payable to the City (including for processing and approval of Tentative Parcel Map No. 72328), which amount shall be disbursed to City upon Closing.

(b) After Closing, the Developer may continue to incur Processing Fees attributable to the City's processing of Future Development Approvals (including for processing and approval of Tentative Parcel Map No 72328). After Closing, Processing Fees incurred by Developer shall be paid at issuance of each building permit.

(c) Notwithstanding the foregoing, the City shall pay for those certain CalTrans-related CEQA mitigation measures identified as Mitigation Measures Nos. M3.12.1a, M3.12.1d, and M3.12.6a in the EIR Mitigation Measures.

(d) *Developer to Pay for Expedited Processing.* If Developer elects, in its sole and absolute discretion, to request the City to incur overtime or additional consulting services to receive expedited processing by the City, the Developer shall pay all such overtime costs, charges or fees incurred by City for such expedited processing.

6.4 General Time Periods for Processing Future Development Approvals. The City shall reasonably approve or disapprove any submittal deemed complete for Future Development Approvals made by Developer pursuant to this Section within thirty (30) days after such submittal. All submittals made by Developer shall note the 30 day time limit, and specifically reference this Agreement and this Section. Any disapproval shall state in writing in reasonable detail the reason for the disapproval and the changes that the City requests for correction of the submittal. Developer shall make the required changes and revisions and resubmit for approval as soon as is reasonably practicable but no more than thirty (30) days of the date of disapproval. Thereafter, City shall have an additional ten (10) days for review of the re-submittal, but if the City disapproves the re-submittal, then the cycle shall repeat, until the City's approval of the Future Development Approval has been obtained.

During the preparation of all drawings and plans for Future Development Approvals, the parties shall hold regular progress meetings to coordinate the preparation of, submission to, and review of construction plans and related documents by City. The parties shall communicate and consult informally as frequently as is necessary to ensure that the formal submittal of any documents to City can receive prompt and speedy consideration. Approval of progressively more detailed drawings and specifications will be promptly granted by City if developed as a logical evolution of drawings and specifications theretofore approved. Any Future Development Approvals so submitted and approved by City (including City staff) shall not be subject to subsequent disapproval.

6.5 Other Governmental Permits. The Developer shall apply in a timely manner for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project. The City shall cooperate with the Developer in its efforts to obtain such permits and approvals. The City and Developer shall cooperate and use reasonable efforts in coordinating the implementation of the Development Plan with other public agencies, if any, having jurisdiction over the Site or the Project. Provided, however, that City makes no representations or warranties with respect to approvals required by any other governmental entity.

7. AMENDMENT AND MODIFICATION OF DEVELOPMENT AGREEMENT.

7.1 Initiation of Amendment. Either party may propose an amendment to this Agreement.

7.2 Procedure. Except as set forth in Section 7.4 below, the procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for entering into this Agreement in the first instance, and meet the requirements of the Development Agreement Statute § 65867.

7.3 Consent. Except as expressly provided in this Agreement, no amendment to all or any provision of this Agreement shall be effective unless set forth in writing and signed by duly authorized representatives of each of the Parties hereto and recorded in the Official Records of Los Angeles County.

7.4 Minor Modifications.

7.4.1 *Flexibility Necessary.* The provisions of this Agreement require a close degree of cooperation between the City and the Developer. Implementation of the Project may require Minor Modifications to refine the details of the Development Plan and affect the performance of the parties under this Agreement. Such anticipated refinements to the Project and the Development Plan may necessitate clarifications to this Agreement and the Existing Land Use Regulations with respect to the details of performance of the City and the Developer. The parties desire to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. Therefore, non-substantive and procedural modifications of the Development Plan shall not require modification of this Agreement ("Minor Modifications").

7.4.2 *Non-Substantive Changes.* A modification will be deemed to be a Minor Modification if it is non-substantive and/or procedural such that it does not result in a material change to: the Off-Site Budget, maximum intensity of Site use, the maximum height and size of Project buildings, or the improvement and construction standards and specifications for the Project, including parking, drainage, and circulation standards. A "non-material change" is described in Section 5.D of the Scope of Development and is generally one which does not change the standard by ten percent (10%) or more. For example, for a height limit of 20 feet, a change of less than two feet is deemed non-material.

7.4.3 *Determination of Minor Modification.* A determination that a modification is a Minor Modification may be made administratively, in writing, by the Director of Planning in consultation with the City Attorney, but is subject to appeal to the Planning Commission as provided in Section 16.04.080(B)(1) of the Bell Municipal Code, as it exists on the Effective Date.

7.4.4 *Substantive Changes.* All modifications determined not to be non-substantive and/or procedural shall require an amendment to this Agreement as specified in this Section 7.0.

7.5 Hearing Rights Protected. Notwithstanding the foregoing, City will process any change to this Development Agreement consistent with State law and will hold public hearings thereon if so required by State law and the parties expressly agree nothing herein is intended to deprive any party or person of due process of law.

7.6 Effect of Amendment to Development Agreement. Except as expressly set forth in any such amendment, an amendment to this Agreement will not alter, affect, impair, modify, waive, or otherwise impact any other rights, duties, or obligations of either party under this Agreement.

8. RESERVATIONS OF AUTHORITY.

8.1 Limitations, Reservations and Exceptions. Notwithstanding anything to the contrary set forth hereinabove, in addition to the EIR and EIR Mitigation Measures, this Agreement and the Development Plan, only the following Land Use Regulations adopted by City hereafter shall apply to and govern the Development of the Site ("Reservation of Authority"):

8.1.1 *Future Regulations.* Future Land Use Regulations which (i) are not in conflict with the Existing Land Use Regulations; (ii) would be applicable under the Development Agreement statute (§ 65866); or (iii) have been consented to in writing by Developer (even if in conflict with the Existing Land Use Regulations).

8.1.2 *State and Federal Laws and Regulations.* Where state or federal laws or regulations enacted after the date this Agreement is approved by the City Council prevent or preclude compliance with one or more provisions of this Agreement, those provisions shall be modified, through revision or suspension, to the minimum extent necessary to comply with such state or federal laws or regulations.

8.1.3 *Public Health and Safety/Uniform Codes.*

(a) *Adoption Automatic Regarding Uniform Codes.* This Agreement shall not prevent the City from adopting future Land Use Regulations or amending Existing Land Use Regulations that are uniform codes and are based on recommendations of a multi-state professional organization and become applicable throughout the City, such as, but not limited to, the Uniform Building, Electrical, Plumbing, Mechanical, or Fire Codes ("Uniform Codes").

(b) *Adoption Regarding Public Health and Safety/Uniform Codes.* This Development Agreement shall not prevent the City from adopting Future Land Use Regulations respecting public health and safety to be applicable throughout the City which directly result from findings by the City that failure to adopt such future Land Use Regulations would result in a condition injurious or detrimental to the public health and safety.

(c) *Adoption Automatic Regarding Regional Programs.* This Agreement shall not prevent the City from adopting Future Land Use Regulations or amending Existing Regulations that are regional codes and are based on recommendations of a county or regional organization and become applicable throughout the region, such as the Gateway Cities Council of Governments, with the exception of any Future Land Use Regulations or amendments to Existing Regulations that will otherwise prohibit the uses that are allowed by this Agreement.

8.1.4 *Amendments to Codes for Local Conditions.* Notwithstanding the foregoing, no construction within the Project shall be subject to any provision in any of the subsequent Uniform Construction Codes, adopted by the State of California, but modified by the City to make it more restrictive than the provisions of previous Uniform Construction Codes of the City, notwithstanding the fact that the City has the authority to adopt such more restrictive provision pursuant to the California Building Standards Law, including, but not limited to, Health and Safety Code § 18941.5, unless such amendment applies City-wide. The City shall give Developer prior written notice of the proposed adoption of such amendment and Developer shall have the right to present its objections to the amendment.

8.2 Regulation by Other Public Agencies. It is acknowledged by the Parties that other public agencies not within the control of the City possess authority to regulate aspects

of the Development of the Site separately from, or jointly with, the City and this Agreement does not limit the reasonable authority of such other public agencies.

8.3 Fees, Taxes and Assessments. Notwithstanding any other provision herein to the contrary, the City retains the right: (i) to impose or modify Processing Fees as provided in Section 6.3, (ii) to impose or modify business licensing or other fees pertaining to the operation of businesses; (iii) to impose or modify taxes and assessments which apply City-wide such as utility taxes, sales taxes and transient occupancy taxes; (iv) to impose or modify fees and charges for City services such as electrical utility charges, water rates, and sewer rates; (v) to impose or modify a community wide or area-wide assessment district; and (vi) to impose or modify any fees, taxes or assessments similar to the foregoing.

9. CONVEYANCE OF SITE TO DEVELOPER.

9.1 City Owns Site; Purchase & Sale Agreement. The Development Agreement Statute provides that “[a]ny city, county, or city and county, may enter into a development agreement with any person having a legal or equitable interest in real property for the development of the property.” (Government Code Section 65865.) Although the City currently owns legal title to the Site, the Developer has an equitable interest in the Site by and through the ENA, pursuant to which the City holds land for the benefit of Developer pending completion of Project negotiations. In accordance with and subject to all the terms, covenants and conditions of this Agreement, the City agrees to convey various parcels of the Site to Developer in accordance with that Purchase & Sale Agreement attached hereto as Exhibit “E”.

9.2 Basis for Conveyance. Portions of the Site currently serve as security for certain bonds, issued by the City and purchased by Dexia. The Bonds were secured by revenue from a certain lease which was invalidated based on a lawsuit challenging certain development approvals for the Site. The Bonds are currently in default, and on October 14, 2011, Dexia sued the City to foreclose the Site and recover any deficiencies against the City. The Site is now being sold in accordance with the terms of the Stipulation, which requires a purchase offer to meet the following conditions: (i) the Site must be purchased with all cash, (ii) the closing must occur prior to December 1, 2013, subject to extension under limited circumstances as provided for in the Stipulation, (iii) the per square foot value of the offer exceeds Twenty Nine Dollars and Ninety Cents per square foot (\$29.90/sq. ft.); (iv) there are no contingencies beyond normal and customary contingencies, (v) the buyer must use the Site in compliance with relevant legal and environmental requirements, including City code requirements, zoning requirements, (vi) the terms of the offer must satisfy Dexia’s credit criteria, and (vii) the buyer must assume the risks and obligations of environmental review and approval.

The Stipulation further contemplated that the City would undertake a process with the Developer to obtain approvals of a development project, and that such an entitled project would enhance the value of the Site sufficiently so that Dexia would forego its claim against the City for recovery of any deficiency.

On or about April 5, 2013, Developer submitted an offer to purchase and Develop the Site that meets the above-listed requirements of the Stipulation. The terms of this Agreement, the Project entitlements granted herewith, and the Purchase & Sale Agreement are intended to

implement these terms of the Stipulation. To this end, the proposed Project, the terms hereof, and the terms of the Purchase & Sale Agreement shall be construed in such manner as to be consistent with, and in furtherance of, the Stipulation.

9.3 General Terms for Conveyance of Site. The Purchase & Sale Agreement specifically governs the terms of conveying the Site to Developer. Pursuant to the Purchase & Sale Agreement, and subject to the execution of the Development Agreement, City agrees to sell to Developer, and Developer agrees to purchase from City, Parcel A (subject to the BNSF lease), and Parcels F & G, and Parcel H. The terms of the purchase and sale of the Site shall be consistent with the Stipulation, and shall be subject to the terms in this Agreement with respect to ongoing Development and operation of the Site, and any other terms contained herein. The Purchase & Sale Agreement contemplates that due diligence and inspection of the preliminary title report and condition of title have already been completed pursuant to the ENA. Conveyance of less than all of the Parcels is permitted, and in such case this Agreement shall only apply to the Parcels actually conveyed.

To summarize, Closing shall occur no earlier than August 25, 2013, and no later than the date set forth in the "Purchase and Sale Agreement," subject to extension as set forth therein, based on the following conditions precedent:

9.3.1 This Agreement has been approved by the City, and the period for the commencement of any Claim or Litigation involving this Agreement, the EIR, the Entitlements or the Existing development Approvals has passed with no Claim or Litigation having been commenced.

9.3.2 A title policy will be issued by a title company insuring title to the Site vested in Developer as purchaser of the Site.

9.3.3 The City has deposited the executed Grant Deeds into Escrow (as further described in the Purchase & Sale Agreement).

9.3.4 All representations and warranties contained in the Purchase & Sale Agreement are true and correct.

9.3.5 There have been no material adverse changes to the condition of title after review of a Preliminary Title Report, or the condition of the Site since completion of due diligence review period conducted pursuant to the ENA.

9.3.6 The City has delivered to Chicago Title Company as "Escrow Holder" an executed Assignment of the BNSF lease on Parcel A to Developer.

9.3.7 Escrow Holder holds and will deliver to Developer and City the instruments and funds, if any, accruing to Developer or City pursuant to the Purchase & Sale Agreement.

9.3.8 For any Closing after December 1, 2013, such Closing shall not be contrary to the terms of the Stipulation and such Closing shall not be permitted and this

Agreement and the Purchase & Sale Agreement shall terminate should Dexia exercise its absolute right to foreclose and sell the Site or any Parcel thereof.

9.3.9 All other conditions and terms of the Site's conveyance to Developer have been satisfied pursuant to the Purchase & Sale Agreement, the form of which is attached hereto as Exhibit "E" and incorporated herein by this reference.

10. ANNUAL REVIEW.

10.1 Annual Monitoring Review. Following commencement of construction (as demarcated by the commencement of actual Site grading), the City and the Developer shall review the performance of this Agreement, and the Development of the Project, on or about each anniversary of the Effective Date (the "Annual Review"). The cost of the Annual Review shall be borne by Developer and Developer shall pay a reasonable deposit in an amount requested by City to pay for such review. As part of each Annual Review, within ten (10) days after each anniversary of this Agreement, the Developer shall deliver to the City all information reasonably requested by City (i) regarding the Developer's performance under this Agreement demonstrating that the Developer has complied in good faith with the terms of this Agreement and (ii) as required by the Existing Land Use Regulations.

The Director shall prepare and submit to Developer and thereafter to City Council a written report on the performance of the Project, and identify any deficiencies and explain why such deficiencies have occurred and the Developer's plan to correct them. A deficiency shall include the failure to timely proceed with development of any of the Parcels which have been conveyed. If any deficiencies are noted, or if requested by a Councilmember, a public hearing shall be held before the City Council on the report to Council. The Developer's written response shall be included in the Director's report. The report to Council shall be made within 45 days of the anniversary date. If after five (5) years any Parcel which has been conveyed remains undeveloped, Developer shall provide with the Annual Review a written action plan with timelines as to how it intends to get the Parcel developed.

If the City determines that the Developer has substantially complied with the terms and conditions of this Agreement, the Annual Review shall be concluded. If the City finds and determines that the Developer has not substantially complied with the terms and conditions of this Agreement for the period under review, the City may declare a default by the Developer in accordance with Article 11.

10.2 Certificate of Compliance. If, at the conclusion of an Annual Review, the City finds that the Developer is in substantial compliance with this Agreement, the City shall, upon request by the Developer, issue a Certificate of Compliance to the Developer in the form shown on Exhibit "J".

10.3 Failure to Conduct Annual Review. The failure of the City to conduct the Annual Review shall not be a Developer Default unless Developer fails to cooperate in providing necessary information.

11. DEFAULT, REMEDIES AND TERMINATION.

11.1 Rights of Non-Defaulting Party after Default. The parties acknowledge that both parties shall have hereunder all legal and equitable remedies as provided by law following the occurrence of a Default or to enforce any covenant or agreement herein except as provided in Section 11.2 below. Before this Agreement may be terminated or action may be taken to obtain judicial relief the party seeking relief ("Non-Defaulting Party") shall comply with the notice and cure provisions of this Article 11.

11.2 No Recovery for Monetary Damages. The nature of a development agreement under the Development Agreement Statute is a very unusual contract for promoting a large development project facing many complex issues including geologic, environmental, finance, market, regulatory and other constantly evolving factors over a long time frame. The high level of uncertainty and risk involved justify the extraordinary commitments made to the Developer. However, the original persons representing the parties and approving the transaction are only likely to be involved with the Project for a limited time in comparison to the over-all life of the Project. This can lead to confusion over time as to the intent of the parties in dealing with changed circumstances.

Municipal budgets are extremely constrained, and a threat of recovery of damages against a municipal entity may pressure a municipality with limited resources to settle in a manner adverse to its interests and those of its citizens. The municipal entity represents the public welfare of the entire community, a community who cannot directly represent themselves. The City Council has come to believe that entering into a development agreement with the Developer, thus vesting the Developer with the extraordinary rights provided herein, is in the best interests of the community. It is critical to the success of this Project that as inevitable obstacles are met, and the persons implementing the Project change over the fifteen-year time span of the Project, that close working relationships be maintained.

Accordingly, in this Agreement, the rights of enforcement are limited as follows (i) the remedy of monetary damages is not available to either party, and (ii) there is no shortcut to a mediation or arbitration procedure where a nonelected representative can arbitrarily determine land use development issues. However, the parties shall have the equitable remedies of specific performance, injunctive and declaratory relief, or a mandate or other action determining that the City has exceeded its authority, and similar remedies, other than recovery of monetary damages, to enforce their rights under this Agreement. The Parties shall have the right to recover their attorney fees and costs pursuant to Section 16.8 in such action. Moreover, the Developer shall have the right to a public hearing before the City Council before any default can be established under this Agreement, as provided in Section 11.6.3.

11.3 Recovery of Monies Other Than Damages.

11.3.1 *Restitution of Improper Exactions.* In the event any actions, whether monetary or through the provision of land, good or services, are imposed on the Development of the Site other than those authorized pursuant to this Agreement, the Developer shall be entitled to recover from City restitution of all such improperly assessed exactions, either in kind or the value in-lieu of the exaction, together with interest thereon at the rate of the

maximum rate provided by law per year from the date such exactions were provided to City to the date of restitution.

11.3.2 *Monetary Default.* In the event the Developer fails to perform any monetary obligation under this Agreement, City may sue for the payment of such sums to the extent due and payable. The Developer shall pay interest thereon at the lesser of: (i) ten percent (10%) per annum, or (ii) the maximum rate permitted by law, from and after the due date of the monetary obligation until payment is actually received by the City.

11.4 Compliance with the Claims Act. Compliance with this Section 11.4 shall constitute full compliance with the requirements of the Claims Act, Government Code § 900 et seq., pursuant to Government Code § 930.2 in any action brought by the Developer.

11.5 Notice and Opportunity to Cure. A Non-Defaulting Party in its discretion may elect to declare a Default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other party ("Defaulting Party") to perform any material duty or obligation of the Defaulting Party under the terms of this Agreement. However, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by the Defaulting Party to cure such breach or failure. The Defaulting Party shall be deemed in Default under this Agreement, if the breach or failure can be cured, but the Defaulting Party has failed to take such actions and cure such default within thirty (30) days after the date of such notice or ten (10) days for monetary defaults (or such lesser time as may be specifically provided in this Agreement). However, if such non-monetary Default cannot be cured within such thirty (30) day period, and if and, as long as the Defaulting Party does each of the following:

- (a) Notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the thirty (30) day period;
- (b) Notifies the Non-Defaulting Party of the Defaulting Party's proposed cause of action to cure the default;
- (c) Promptly commences to cure the default within the thirty (30) day period;
- (d) Makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure;
- (e) Diligently prosecutes such cure to completion, and

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

Notwithstanding the foregoing, the Defaulting Party shall be deemed in default under this Agreement if the breach or failure involves the payment of money but the Defaulting Party has failed to completely cure the monetary default within ten (10) days (or such lesser time as may be specifically provided in this Agreement) after the date of such notice.

11.6 Dispute Resolution.

11.6.1 *Meet & Confer.* Prior to any party issuing a Default Notice hereunder, the Non-Defaulting Party shall inform the Defaulting Party either orally or in writing of the Default and request a meeting to meet and confer over the alleged default and how it might be corrected. The parties through their designated representatives shall meet within ten (10) days of the request therefore. The parties shall meet as often as may be necessary to correct the conditions of default, but after the initial meeting either party may also terminate the meet and confer process and proceed with the formal Default Notice.

11.6.2 *Termination Notice.* Upon receiving a Default Notice, should the Defaulting Party fail to timely cure any default, or fail to diligently pursue such cure as prescribed above, the Nondefaulting Party may, in its discretion, provide the Defaulting Party with a written notice of intent to terminate this Agreement and other Agreements ("Termination Notice"). The Termination Notice shall state that the Nondefaulting Party will elect to terminate the Agreement and such other Agreements as the Non-defaulting Party elects to terminate within thirty (30) days and state the reasons therefor (including a copy of any specific charges of default) and a description of the evidence upon which the decision to terminate is based. Once the Termination Notice has been issued, the Non-defaulting Party's election to terminate Agreements will only be waived if (i) the Defaulting Party fully and completely cures all defaults prior to the date of termination, or (ii) pursuant to Section 11.7 below.

11.6.3 *Hearing Opportunity Prior to Termination.* Prior to any termination, a termination hearing shall be conducted as provided herein ("Termination Hearing"). The Termination Hearing shall be scheduled as an open public hearing item at a regularly-scheduled City Council meeting within thirty (30) days of the Termination Notice, subject to any legal requirements including but not limited to the Ralph M. Brown Act, Government Code Sections 54950-54963. At said Termination Hearing, the Defaulting Party shall have the right to present evidence to demonstrate that it is not in default and to rebut any evidence presented in favor of termination. Based upon substantial evidence presented at the Termination Hearing, the Council may, by adopted resolution, act as follows:

- (a) Decide to terminate this Agreement.
- (b) Determine that the alleged Defaulting Party is innocent of a default and, accordingly, dismiss the Termination Notice and any charges of default; or
- (c) Impose conditions on a finding of default and a time for cure, such that Defaulting Party's fulfillment of said conditions will waive or cure any default.

Findings of a default or a condition of default must be based upon substantial evidence supporting the following three findings: (i) that a default in fact occurred and has continued to exist without timely cure, (ii) that the Non-Defaulting Party's performance has not excused the default; and (iii) that such default has, or will, cause a material breach of this Agreement and/or a substantial negative impact upon public health, safety and welfare, or the financial terms

established in the Agreement, or such other interests arising from the Project. Notwithstanding the foregoing, nothing herein shall vest authority in the City Council to unilaterally change any material provision of the Agreement.

Following the decision of the City Council, any party dissatisfied with the decision may seek judicial relief consistent with this Article.

11.7 Waiver of Breach. By not challenging any (Existing or Future) Development Approval within 90 days of the action of City enacting the same, Developer shall be deemed to have waived any claim that any condition of approval is improper or that the action, as approved, constitutes a breach of the provisions of this Agreement. By recordation of a final map on all or any portion of the Site, or obtaining a building permit, the Developer shall be deemed to have waived any claim that any condition of approval is improper or that the action, as approved, constitutes a breach of the provisions of this Agreement for the subject portion of the Site.

11.8 Venue. In the event of any judicial action, venue shall be in the Superior Court of Los Angeles County.

12. ASSIGNMENT & BINDING SITE COVENANTS.

12.1 Right to Assign.

12.1.1 *General.* Neither party shall have the right to assign this Agreement or any interest or right thereunder without the prior written consent of the other party; however, notwithstanding the above, the Developer's assignment of its rights and obligations under this Agreement to another entity meeting the definition of being a Permitted Transferee below is permitted without the City's approval (a "Permitted Transfer"). The term "assignment" as used in this Agreement shall include successors-in-interest to the City that may be created by operation of law.

As used in this Section, the term "transfer" shall include the transfer to any person or group of persons acting in concert of more than seventy percent (70%) of the present equity ownership and/or more than fifty percent (50%) of the voting control of the Developer (jointly and severally referred to herein as the "Trigger Percentages") or any general partner of the Developer in the aggregate, taking all transfers into account on a cumulative basis, except transfers of such ownership or control interest between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the transferor's immediate family. A transfer of interests (on a cumulative basis) in the equity ownership and/or voting control of the Developer in amounts less than the Trigger Percentages shall not constitute a transfer subject to the restrictions set forth herein. In the event the Developer or any general partner of the Developer or its successor is a corporation or trust, such transfer shall refer to the transfer of the issued and outstanding capital stock of the Developer, or of beneficial interests of such trust; in the event that Developer or any general partner of the Developer is a limited or general partnership, such transfer shall refer to the transfer of more than the Trigger Percentages in the limited or general partnership interest; in the event that the Developer or any general partner is a joint venture, such transfer shall refer to the

transfer of more than the Trigger Percentages of such joint venture partner, taking all transfers into account on a cumulative basis.

Except for a Permitted Transfer, the Developer shall not transfer this Agreement or any of the Developer's rights hereunder, or any interest in the Site or in the improvements thereon, directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of City, and if so purported to be transferred, the same shall be null and void. In considering whether it will grant approval to any transfer by Developer, which transfer requires City approval, City shall consider factors such as (i) the financial strength and capability of the proposed transferee to perform the obligations hereunder; and (ii) the proposed transferee's experience and expertise in the planning, financing, development, ownership, and operation of similar projects. In no event shall the City's approval of any transfer be unreasonably withheld or delayed.

In addition, no attempted assignment of any of the Developer's obligations hereunder which requires the City's approval shall be effective unless and until the successor party signs and delivers to the City an assumption agreement, in a form reasonably approved by the City, assuming such obligations. No consent or approval by City of any transfer requiring the City's approval shall constitute a further waiver of the provision of this Section 12.1.1 and, furthermore, the City's consent to a transfer shall not be deemed to release the Developer of liability for performance under this Agreement unless such release is specific and in writing executed by City. In no event shall the City's release of the Developer from liability under this Agreement upon a transfer be unreasonably withheld or delayed.

Notwithstanding any provision of this Agreement to the contrary, City approval of a Transfer or Assignment of any portion of the Site under this Agreement shall not be required in connection with any of the following, which shall be deemed a Permitted Transfer; provided that such person or entity transferee or assignee assumes in writing all of the Developer's obligations under this Agreement and notifies the City in writing of the same:

- (a) Any mortgage, deed of trust, sale/lease-back, or other form of conveyance for financing and any resulting foreclosure therefrom.
- (b) The granting of easements or dedications to any appropriate governmental agency or utility or permits to facilitate the development of the Site.
- (c) A sale or transfer resulting from, or in connection with, a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation.
- (d) A sale or transfer of less than the Trigger Percentages between members of the same immediate family, or transfers to a trust,

testamentary or otherwise, in which the beneficiaries consist solely of immediate family members of the trustor or transfers to a corporation or partnership in which the immediate family members or shareholders of the transferor who owns at least ten percent (10%) of the present equity ownership and/or at least fifty percent (50%) of the voting control of Developer.

- (e) A transfer of common areas to a duly-organized Property Owners' Association.
- (f) Any transfer to an entity or entities in which the Developer retains a minimum of 51% of the ownership or beneficial interest and retains management and control of the transferee entity or entities.
- (g) Any transfer of interests in Owner for estate planning purposes to the heirs of Owner, provided that the heirs retain a minimum of 51% of the ownership or beneficial interest of the transferor entity and retain management and control of the transferee entity.

12.1.2 *Subject to Terms of Agreement.* Following any such Transfer or Assignment of any of the rights and interests of the Developer under this Agreement, in accordance with Section 12.1.1 above, the exercise, use and enjoyment of such rights and interests shall continue to be subject to the terms of this Agreement to the same extent as if the assignee or transferee were the Developer.

12.1.3 *Release of Developer.* Upon the written consent of the City to the complete assignment of this Agreement or the transfer of a portion of the Site and the express written assumption of the assigned obligations of the Developer under this Agreement by the assignee, the Developer shall be relieved of its legal duty from the assigned obligations under this Agreement with respect to the portion of the Site transferred, except to the extent the Developer is in Default under the terms of this Agreement prior to the transfer.

12.2 Declaration of Covenants, Conditions and Restrictions. Prior to the transfer of any portion of the Project to a third party (either by lease or sale), the Developer shall submit a proposed form of Declaration of Covenants, Conditions and Restrictions to be recorded against the applicable Parcel to the City for its review and approval ("CC&RS"). The CC&RS must be recorded prior to issuance of certificates of occupancy, and Developer shall pay City's review costs, which review costs shall be in addition to the costs of Processing Fees. It is anticipated that the CC&RS will contain, among other things, protective covenants to protect and preserve the integrity and value in the Parcel, including but not limited to use restrictions, maintenance covenants, EIR mitigation measures, restrictions under this Development Agreement which will continue to apply to the subdivision, covenants for construction and completion of the improvements and a provision giving the City the right to enforce the CC&RS, including the right to recover its enforcement costs if there is noncompliance following notice and the opportunity to cure.

13. RELEASES AND INDEMNITIES.

13.1 The City's Release As To Actions Prior To Effective Date. The City forever discharges, releases and expressly waives as against the Developer and its attorneys and employees any and all claims, liens, demands, causes of action, excuses for nonperformance (including but not limited to claims and/or defenses of unenforceability, lack of consideration, and/or violation of public policy), losses, damages, and liabilities, known or unknown, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, based in contract, tort, or other theories of direct and/or of agency liability (including but not limited to principles of respondent superior) that it has now or has had in the past, arising out of or relating to the Site, this Agreement or the Development Plan.

13.2 The Developer's Release As To Actions Prior To Effective Date. The Developer forever discharges, releases and expressly waives as against the City and its respective councils, boards, commissions, officers, attorneys and employees any and all claims, liens, demands, causes of action, excuses for nonperformance (including but not limited to claims and/or defenses of unenforceability, lack of consideration, and/or violation of public policy), losses, damages, and liabilities, known or unknown, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, based in contract, tort or other theories of direct and/or of agency liability (including but not limited to principles of respondent superior) that they have now or have had in the past, arising out of or relating to this Agreement and the Development Plan.

13.3 Litigation Preventing Performance. The Parties acknowledge that: (i) in the future there may be challenges to legality, validity and adequacy of the General Plan, the Existing Development Approvals, Development Plan and/or this Agreement; and (ii) if successful, such challenges could delay or prevent the performance of this Agreement and the Development of the Site.

In addition to the other provisions of this Agreement, including, without limitation, the provisions of this Section 13.3, the City shall have no liability under this Agreement for any failure of the City to perform under this Agreement or the inability of the Developer to develop the Site as contemplated by the Development Plan or this Agreement as the result of a judicial determination that on the date this Agreement is approved by the City Council, or at any time thereafter, the Existing Land Use Regulations, the Development Approvals, this Agreement, or portions thereof, are invalid or inadequate or not in compliance with law.

13.4 Revision of Land Use Restrictions to Cure Litigation. If, for any reason, the Development Plan, Existing Development Approvals, this Agreement or any part thereof is hereafter judicially determined, as provided above, to not be in compliance with the State or Federal Constitution, laws or regulations and, if such noncompliance can be cured by an appropriate amendment thereof otherwise conforming to the provisions of this Agreement, then this Agreement shall remain in full force and effect to the extent permitted by law. The Development Plan, Existing Development Approvals and this Agreement shall be amended, as necessary, in order to comply with such judicial decision.

13.5 Participation in Litigation: Indemnity. The Developer shall indemnify the City and its elected boards, commissions, officers, agents and employees and will hold and save them and each of them harmless from any and all actions, suites, claims, liabilities, losses, damages, penalties, obligations and expenses (including but not limited to attorneys' fees and costs) against the City for any such Claims or Litigation (as defined in Section 1.14) and shall be responsible for any judgment arising therefrom. The City shall provide the Developer with notice of the pendency of such action and shall request that the Developer defend such action. The Developer may utilize the City Attorney's office or use legal counsel of its choosing, but shall reimburse the City for any necessary legal cost incurred by City. The Developer shall provide a deposit in the amount of 150% of the City's estimate, in its sole and absolute discretion, of the cost of litigation, including the cost of any award of attorneys' fees, and shall make additional deposits as requested by 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 the Developer fails to provide or maintain the deposit, the City may abandon the action and the Developer shall pay all costs resulting therefrom and City shall have no liability to the Developer. The Developer's obligation to pay the cost of the action, including judgment, shall extend until judgment. After judgment in a trial court, the parties must mutually agree as to whether any appeal will be taken or defended. The Developer shall have the right, within the first 30 days of the service of the complaint or petition on the Developer, in its sole and absolute discretion, to determine that it does not want to defend any litigation attacking this Agreement or the Development Approvals in which case the City shall allow the Developer to settle the litigation on whatever terms the Developer determines, in its sole and absolute discretion, but Developer shall confer with City before acting and cannot bind City. In that event, the Developer shall be liable for any costs incurred by the City up to the date of settlement but shall have no further obligation to the City beyond the payment of those costs. In the event of an appeal, or a settlement offer, the Parties shall confer in good faith as to how to proceed. Notwithstanding the Developer's indemnity for claims and litigation, the City retains the right to settle any litigation brought against it in its sole and absolute discretion and the Developer shall remain liable except as follows: (i) the settlement would reduce the scope of the Project by 10% or more, and (ii) the Developer opposes the settlement. In such case the City may still settle the litigation but shall then be responsible for its own litigation expense but shall bear no other liability to the Developer. Neither City nor Developer shall have any rights or obligations under this Section 13.5 prior to the Effective Date although Developer may, in its sole and unfettered discretion, assume the obligations if it chooses to do so.

13.6 Hold Harmless: Developer's Construction and Other Activities. The Developer shall defend, save and hold the City and its elected and appointed boards, commissions, officers, agents, and employees harmless from any and all claims, costs (including attorneys' fees) and liability for any damages, personal injury or death, which may arise, directly or indirectly, from the Developer's or the Developer's agents, contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by the Developer or by any of the Developer's agents, contractors or subcontractors or by any one or more persons directly or indirectly employed by or acting as agent for the Developer or any of the Developer's agents, contractors or subcontractors. Nothing herein is intended to make the Developer liable for the acts of the City's officers, employees, agents, contractors of subcontractors.

13.7 Survival of Indemnity Obligations. All indemnity provisions set forth in this Agreement shall survive termination of this Agreement for any reason other than the City's Default.

14. EFFECT OF AGREEMENT ON TITLE.

14.1 Covenant Run with the Land. Subject to the provisions of Articles 12 and 15 and pursuant to the Development Agreement Statute (Government Code § 65868.5):

(a) All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring any rights or interests in the Site, or any portion thereof, whether by operation of laws or in any manner whatsoever and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns;

(b) All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law; and

(c) Each covenant to do or refrain from doing some act on the Site hereunder (i) is for the benefit of and is a burden upon every portion of the Site, (ii) runs with such lands, and (iii) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and each person having any interest therein derived in any manner through any owner of such lands, or any portion thereof, and each other person succeeding to an interest in such lands.

15. MORTGAGEE PROTECTION.

15.1 Definitions. As used in this Section, the term "mortgage" shall include any mortgage, whether a leasehold mortgage or otherwise, deed of trust, or other security interest, or sale and lease-back, or any other form of conveyance for financing. The term "holder" shall include the holder of any such mortgage, deed of trust, or other security interest, or the lessor under a lease-back, or the grantee under any other conveyance for financing.

15.2 No Encumbrances Except Mortgages to Finance the Project. Notwithstanding the restrictions on transfer in Article 12, mortgages required for any reasonable method of financing of the construction of the improvements are permitted but only for the following: (i) for the purpose of securing loans of funds used or to be used for financing the acquisition of a separate lot(s) or parcel(s), (ii) for the construction of improvements thereon, in payment of interest and other financing costs, and (iii) for any other expenditures necessary and appropriate to develop the Project under this Agreement, or for restructuring or refinancing any for same. No map permitted herein, even if for financing purposes, shall permit financing for other than purposes of developing the Project solely. The Developer (or any entity permitted to acquire title under this Agreement) shall notify the City in advance of any future mortgage or any extensions or modifications thereof. Any lender which has so notified the City shall not be bound by any amendment, implementation, or modification to this Agreement without such lender

giving its prior written consent thereto. In any event, the Developer shall promptly notify the City of any mortgage, encumbrance, or lien that has been created or attached thereto prior to completion of construction, whether by voluntary act of the Developer or otherwise.

15.3 Developer's Breach Not Defeat Mortgage Lien. The Developer's breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render void the lien of any mortgage made in good faith and for value but, unless otherwise provided herein, the terms, conditions, covenants, restrictions, easements, and reservations of this Agreement shall be binding and effective against the holder of any such mortgage whose interest is acquired by foreclosure, trustee's sale or otherwise.

15.4 Holder Not Obligated to Construct or Complete Improvements. The holder of any mortgage shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

15.5 Notice of Default to Mortgagee. Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer hereunder, the City shall at the same time deliver a copy of such notice or demand to each holder of record of any mortgage who has previously made a written request to the City therefor, or to the representative of such lender as may be identified in such a written request by the lender. No notice of default shall be effective as to the holder unless such notice is given.

15.6 Right to Cure. Each holder (insofar as the rights of City are concerned) shall have the right, at its option, within ninety (90) days after the receipt of the notice, and one hundred twenty (120) days after the Developer's cure rights have expired, whichever is later, to:

(a) Obtain possession, if necessary, and to commence and diligently pursue the cure until the same is completed, and

(b) Add the cost of said cure to the security interest debt and the lien or obligation on its security interest;

provided that, in the case of a default which cannot with diligence be remedied or cured within such cure periods referenced above in this Section 15.6, such holder shall have additional time as reasonably necessary to remedy or cure such default.

In the event there is more than one such holder, the right to cure or remedy a breach or default of the Developer under this Section shall be exercised by the holder first in priority or as the holders may otherwise agree among themselves, but there shall be only one exercise of such right to cure and remedy a breach or default of the Developer under this Section.

No holder shall undertake or continue the construction or completion of the improvements on the Site (beyond the extent necessary to preserve or protect the improvements or construction already made) without first having expressly assumed the Developer's obligations to the City by written agreement satisfactory to City with respect to the Project or any

portion thereof in which the holder has an interest. The holder must agree to complete, in the manner required by this Agreement, the improvements to which the lien or title of such holder relates, and submit evidence satisfactory to the City that it has the qualifications and financial responsibility necessary to perform such obligations.

15.7 City's Rights upon Failure of Holder to Complete Improvements. In any case where one hundred eighty (180) days after default by the Developer in completion of construction of improvements on the Site under this Agreement, the holder of any mortgage creating a lien or encumbrance upon the Project or portion thereof has not exercised the option to construct afforded in this Section or, if it has exercised such option and has not proceeded diligently with construction, the City may, after ninety (90) days' notice to such holder and if such holder has not exercised such option to construct within said ninety (90) day period, purchase the mortgage, upon payment to the holder of an amount equal to the sum of the following:

- (a) The unpaid mortgage, debt plus any accrued and unpaid interest (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings, if any);
- (b) All expenses, incurred by the holder with respect to foreclosure, if any;
- (c) The net expenses (exclusive of general overhead), incurred by the holder as a direct result of the ownership or management of the applicable portion of the Project, such as insurance premiums or real estate taxes, if any;
- (d) The costs of any improvements made by such holder, if any; and
- (e) An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence to the date of payment by the City.

If the City has not purchased the mortgage within ninety (90) days of the expiration of the ninety (90) days referred to above, then the right of the City to purchase shall expire.

In the event that the holder does not exercise its option to construct afforded in this Section, and if the City elects not to purchase the mortgage of holder, upon written request by the holder to the City, the City shall use reasonable efforts to assist the holder in selling the holder's interest to a qualified and responsible party or parties (as reasonably determined by City), who shall assume the obligations of making or completing the improvements required to be constructed by the Developer, or such other improvements in their stead as shall be satisfactory to the City. The proceeds of such a sale shall be applied first to the holder of those items specified in subparagraphs (a) through (e) hereinabove and any balance remaining thereafter shall be applied as follows:

- (1) First, to reimburse the City for all costs and expenses actually and reasonably incurred by the City, including, but not limited to, payroll expenses, management expenses, legal expenses, and others;

(2) Second, to reimburse the City for all payments made by City to discharge any other encumbrances or liens on the applicable portion of the Project or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Developer, its successors or transferees;

(3) Third, to reimburse the City for all costs and expenses actually and reasonably incurred by the City, in connection with its efforts assisting the holder in selling the holder's interest in accordance with this Section; and

(4) Fourth, any balance remaining thereafter shall be paid to the Developer.

15.8 Right of City to Cure Mortgage Default. In the event of a default or breach by the Developer (or entity permitted to acquire title under this Section) prior to completion of the Project or the applicable portion thereof, and the holder of any such mortgage has not exercised its option to complete the development, the City may cure the default prior to completion of any foreclosure. In such event, the City shall be entitled to reimbursement from the Developer or other entity of all costs and expenses incurred by the City in curing the default, to the extent permitted by law, as if such holder initiated such claim for reimbursement, including legal costs and attorneys' fees reasonably incurred, which right of reimbursement shall be secured by a lien upon the applicable portion of the Project to the extent of such costs and disbursements. Any such lien shall be subject to:

(a) Any Mortgage; and

(b) Any rights or interests provided in this Agreement for the protection of the holders of such Mortgages;

provided that nothing herein shall be deemed to impose upon the City any affirmative obligations (by the payment of money, construction or otherwise) with respect to the Project in the event of its enforcement of its lien.

15.9 Right of the City to Satisfy Other Liens on the Site After Conveyance of Title. After the conveyance of title and prior to completion of construction and development, and after the Developer has had a reasonable time to challenge, cure, or satisfy any liens or encumbrances on the Project, the City shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Agreement shall require the Developer to pay or make provision for the payment of any tax, assessment, lien or charge so long as the Developer in good faith shall contest the validity or amount thereof, and so long as such delay in payment shall not subject the Project or any portion thereof to forfeiture or sale.

16. MISCELLANEOUS.

16.1 Certificates of Compliance. Either party (or a Mortgagee under Section 1.46 and Article 15) may at any time deliver written notice to the other party requesting an Estoppel Certificate stating:

(a) The Agreement is in full force and effect and is a binding obligation of the parties;

(b) The Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendments; and

(c) There are no existing defaults under the Agreement to the actual knowledge of the party signing the Estoppel Certificate.

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

16.2 Force Majeure. The time within which the Developer or the City shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days during which performance of such act is delayed due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, natural disasters, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions on priority, initiative or referendum, moratoria, processing with governmental agencies other than the City, unusually severe weather, third party litigation as described in Section 13.3 above, or any other similar causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if written notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause. Any act or failure to act on the part of a party shall not excuse performance by that party.

16.3 Interpretation.

16.3.1 *Construction of Development Agreement.* The language of this Agreement shall be construed as a whole and given its fair meaning. The captions of the sections and subsections are for convenience only and shall not influence construction. This Agreement shall be governed by the laws of the State of California. This Agreement shall not be deemed to constitute the surrender or abrogation of the City's governmental powers over the Site.

16.3.2 *Entire Agreement.* With the exception of the Stipulation and ENA, this Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and this Agreement supersedes all previous negotiations, discussions, and agreements between the parties, and no parol evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement.

16.3.3 *Recitals.* The recitals in this Agreement constitute part of this Agreement and each party shall be entitled to rely on the truth and accuracy of each recital as an inducement to enter into this Agreement.

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

16.3.5 *Severability.* If any provision of this Agreement is adjudged invalid, void or unenforceable, that provision shall not affect, impair, or invalidate any other provision, unless such judgment affects a material part of this Agreement in which case the parties shall comply with the procedures set forth in Section 13.4 above.

16.4 Joint and Several Obligations. All obligations and liabilities of the Developer hereunder shall be joint and several among the obligees.

16.5 No Third Party Beneficiaries. With the exception of Dexia pursuant to the terms of the Stipulation, there are no other third party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person, excepting the parties hereto and Dexia.

16.6 Notice.

16.6.1 *To Developer.* Any notice required or permitted to be given by the City to the Developer under this Development Agreement shall be in writing and delivered personally to the Developer or mailed, with postage fully prepaid, registered or certified mail, return receipt requested, addressed as follows:

PI Bell, LLC
6272 Pacific Coast Highway, Suite #E
Long Beach, CA 90803
Attn: Neil Mishurda

With copies to:

DLA Piper US, LLP
1717 Main Street, Suite 4600
Dallas, TX 75201
Attn: Craig Anderson, Esq.

Cox, Castle & Nicholson LLP
2049 Century Park East, 28th Floor
Los Angeles, CA 90067-3284
Attn: Kenneth B. Bley, Esq.

or such other address as the Developer may designate in writing to the City.

16.6.2 *To the City.* Any notice required or permitted to be given by the Developer to the City under this Development Agreement shall be in writing and delivered personally to the City Clerk or mailed with postage fully prepaid, registered or certified mail, return receipt requested, addressed as follows:

City of Bell and Bell Public Finance Authority
6330 Pine Avenue
Bell, California 90201
Attention: Planning Director

With a copy to:

David J. Aleshire, Esq., City Attorney
Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, California 92612

or such other address as the City may designate in writing to the Developer.

Notices provided pursuant to this Section shall be deemed received at the date of delivery as shown on the affidavit of personal service or the Postal Service receipt.

16.7 Relationship of Parties. It is specifically understood and acknowledged by the parties that the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. The only relationship between the City and the Developer is that of a government entity regulating the development of private property and the owner of such private property.

16.8 Attorney's 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 attorney's fees. Attorney's fees shall include attorney's 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.

16.9 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

16.10 Time of Essence. Time is of the essence in: (i) the performance of the provisions of this Agreement as to which time is an element; and (ii) the resolution of any dispute which may arise concerning the obligations of the Developer and the City as set forth in this Agreement.

16.11 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights

upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

16.12 Execution.

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

16.12.2 *Recording.* The City Clerk shall cause a copy of this Agreement to be executed by the City and recorded in the Official Records of Los Angeles County no later than ten (10) days after the Effective Date (Gov't. Code § 65868.5). The recordation of this Agreement is deemed a ministerial act and the failure of the City to record the Agreement as required by this Section and the Development Agreement Statute does not make this Agreement void or ineffective.

16.12.3 *Authority to Execute.* The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to sign and deliver this Agreement on behalf of the party he or she represents, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, (iv) the entering into of this Agreement does not violate any provision of any other Agreement to which the party is bound and (v) there is no litigation or legal proceeding which would prevent the parties from entering into this Agreement.

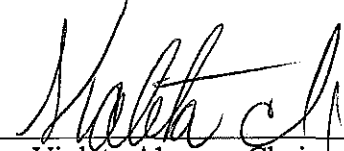
(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement on the date first above written.

CITY OF BELL

By: 
Violeta Alvarez, Mayor

BELL PUBLIC FINANCING AUTHORITY

By: 
Violeta Alvarez, Chairperson

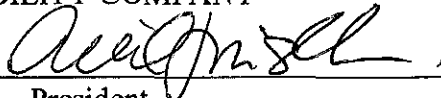
ATTEST:


Janet Martinez, City Clerk

APPROVED AS TO FORM:
ALESHERE & WYNBER, LLP


David J. Aleshire, City Attorney

PI BELL, LLC, A DELAWARE LIMITED
LIABILITY COMPANY

By: 
President

By: _____
Secretary

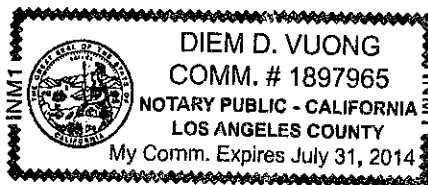
STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES

On SEPTEMBER 25, 2013, before me DIEM D. VUONG, personally appeared NEIL MISHURDA, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~she executed the same in ~~his~~her authorized capacity, and that by ~~his~~her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Diem D. Vuong
Notary Signature



(SEAL)

STATE OF CALIFORNIA)
) SS
COUNTY OF Los Angeles

On September 26, 2013, before me Mario Estrada, personally appeared Viola Alvarez, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~she executed the same in ~~his~~her authorized capacity, and that by ~~his~~her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Mario J. Estrada
Notary Signature

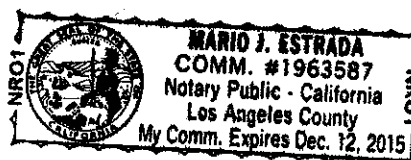


EXHIBIT A SITE MAP

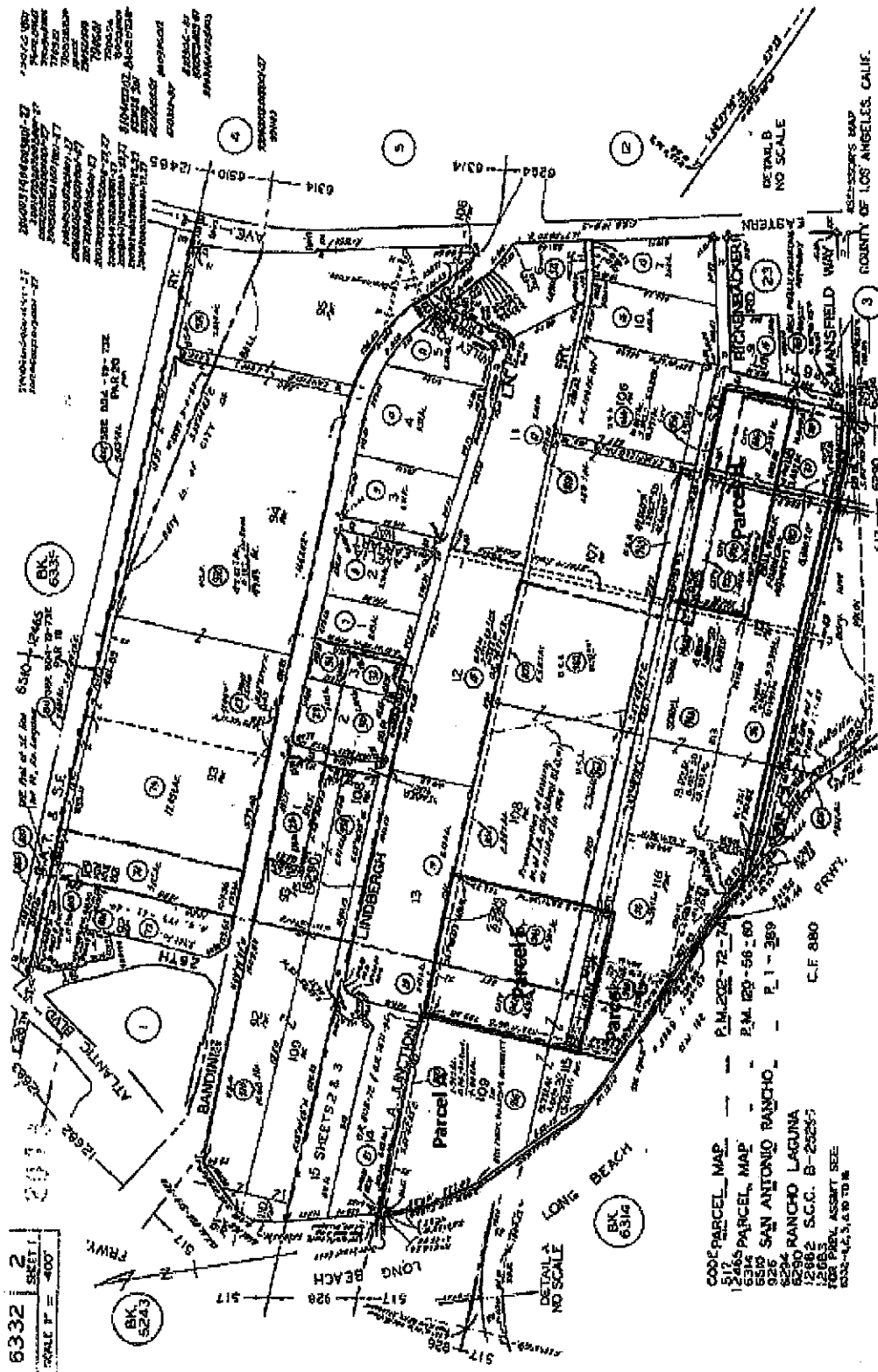


EXHIBIT B
LEGAL DESCRIPTIONS

[SEE NEXT PAGE]

EXHIBIT B1
PARCEL A LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

THOSE PORTIONS OF LOTS 109 AND 115 IN THE RANCHO LAGUNA, IN THE CITY OF BELL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED AS EXHIBIT "A" IN THE FINAL DECREE OF PARTITION AS CASE NO. B25296 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, A CERTIFIED COPY OF SAID DECREE BEING RECORDED IN BOOK 6387 PAGE 1 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 14 OF PARCEL MAP NO. 11282, FILED IN BOOK 120 PAGES 56 THROUGH 60 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 501.34 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 17° 51' 36" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4° 25' 39" AN ARC DISTANCE OF 38.74 FEET TO A POINT ON THE NORTHEAST LINE OF THE 33 FOOT WIDE STRIP OF LAND DESCRIBED IN DEED TO CENTRAL MANUFACTURING DISTRICT, INC., RECORDED IN BOOK 7471 PAGE 45 OF OFFICIAL RECORDS; THENCE SOUTH 22° 17' 15" WEST 33.00 FEET TO THE TRUE POINT OF BEGINNING; SAID TRUE POINT OF BEGINNING BEING A POINT ON THE SOUTHWEST LINE OF SAID 33-FOOT WIDE STRIP, AND SAID POINT ALSO BEING THE BEGINNING OF A CONCENTRIC CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 468.34 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3° 10' 35" AN ARC DISTANCE OF 25.96 FEET TO A POINT ON THE EASTERLY LINE OF THE LONG BEACH FREEWAY, STATE ROUTE 710, AS DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED JANUARY 24, 1957 IN BOOK 33458 PAGE 311 OF OFFICIAL RECORDS; THENCE SOUTH 0° 43' 26" WEST 111.19 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 720.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 56' 00" AN ARC DISTANCE OF 162.53 FEET; THENCE TANGENT TO SAID LAST CURVE, SOUTH 12° 12' 34" EAST, 226.85 FEET; THENCE SOUTH 26° 17' 36" EAST 658.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1,910.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 50° 55' 38" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7° 42' 48", AN ARC DISTANCE OF 257.13 FEET; THENCE NORTH 22° 17' 15" EAST 977.43 FEET TO POINT ON SAID SOUTHWEST LINE OF CENTRAL MANUFACTURING DISTRICT, INC.; THENCE NORTH 67° 42' 45" WEST ALONG SAID SOUTHWEST LINE 946.51 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL MINERALS, PETROLEUM, GASES AND OTHER HYDROCARBON SUBSTANCES EXISTING IN AND UNDER SAID LAND, WITHOUT THE RIGHT TO ENTER UPON OR USE THE SURFACE OF SAID LAND FOR THE EXTRACTION AND REMOVAL OF SUCH RESERVED SUBSTANCES, OR FOR ANY OTHER PURPOSE OR PURPOSES, AS RESERVED IN THE DEED RECORDED JULY 18, 1944 AS INSTRUMENT NO. 913, IN BOOK 21013 PAGE 131 OFFICIAL RECORDS.

PARCEL II:

THOSE PORTIONS OF LOTS 109, 115, 116, 117, 118 AND A PORTION OF CAMFIELD AVENUE, (VACATED) IN THE RANCHO LAGUNA, IN THE CITY OF BELL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED AS EXHIBIT "A" IN THE FINAL DECREE OF PARTITION AS CASE NO. B25296 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, A CERTIFIED COPY OF SAID DECREE BEING RECORDED IN BOOK 6387 PAGE 1 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A STRIP OF LAND 22 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY TERMINUS OF THE CENTERLINE OF MANSFIELD WAY AS SHOWN ON PARCEL MAP NO. 11282 RECORDED IN BOOK 120, PAGES 56 THROUGH 60 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID CENTERLINE HAVING A BEARING OF

NORTH 82° 57' 31" WEST; THENCE CONTINUING ON LAST MENTIONED BEARING A DISTANCE OF 174.62 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 922 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 13' 15" AN ARC LENGTH OF 244.93 FEET; THENCE NORTH 67° 44' 16" WEST, 1,792.98 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 372 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 06' 40" AN ARC LENGTH OF 176.02 FEET; THENCE TANGENT TO SAID CURVE, NORTH 40° 37' 36" WEST, 211.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1,522 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6° 25' 30" AN ARC LENGTH OF 170.67 FEET; THENCE NORTH 47° 03' 06" WEST, 796.19 FEET.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED SO AS TO TERMINATE AT THE WESTERLY LINE OF MANSFIELD WAY AND THE WESTERLY LINE OF FIRST STREET, ALSO KNOWN AS THE EASTERLY LINE OF PARCEL I ABOVE.

EXCEPT ALL MINERALS, PETROLEUM, GASES AND OTHER HYDROCARBON SUBSTANCES EXISTING IN AND UNDER SAID LAND, WITHOUT THE RIGHT TO ENTER UPON OR USE THE SURFACE OF SAID LAND FOR THE EXTRACTION AND REMOVAL OF SUCH RESERVED SUBSTANCES, OR FOR ANY OTHER PURPOSE OR PURPOSES, AS RESERVED IN THE DEED RECORDED JULY 18, 1944 AS INSTRUMENT NO. 913, IN BOOK 21013 PAGE 131 OFFICIAL RECORDS.

PARCEL III:

THOSE PORTIONS OF LOTS 109 & 115 IN THE RANCHO LAGUNA, IN THE CITY OF BELL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED AS EXHIBIT "A" IN THE FINAL DECREE OF PARTITION, AS CASE NO. B25296 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, A CERTIFIED COPY OF SAID DECREE BEING RECORDED IN BOOK 6387 PAGE 1 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING 30 FEET WIDE, THE CENTERLINE OF WHICH BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 14 OF PARCEL MAP NO. 11282, RECORDED IN BOOK 120, PAGES 56 THROUGH 60 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 501.34 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 17° 51' 36" WEST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4° 25' 39", AN ARC LENGTH OF 38.74 FEET; THENCE RADIAL TO SAID CURVE, SOUTH 22° 17' 15" WEST, 33.00 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT 33.00 FOOT WIDE STRIP OF LAND DESCRIBED IN DEED TO CENTRAL MANUFACTURING DISTRICT, INC., RECORDED IN BOOK 7471, PAGE 45 OF OFFICIAL RECORDS; THENCE SOUTH 67° 42' 45" EAST ALONG SAID SOUTHERLY LINE 961.51 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 22° 17' 15" WEST 983.17 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF STATE ROUTE 710, AS DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED JANUARY 24, 1957 IN BOOK 53458 PAGE 311 OF OFFICIAL RECORDS.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO TERMINATE AT THE SOUTHERLY LINE OF SAID 33 FOOT WIDE STRIP AND SAID EASTERLY LINE OF STATE ROUTE 710.

EXCEPT ALL MINERALS, PETROLEUM, GASES AND OTHER HYDROCARBON SUBSTANCES EXISTING IN AND UNDER SAID LAND, WITHOUT THE RIGHT TO ENTER UPON OR USE THE SURFACE OF SAID LAND FOR THE EXTRACTION AND REMOVAL OF SUCH RESERVED SUBSTANCES, OR FOR ANY OTHER PURPOSE OR PURPOSES, AS RESERVED IN THE DEED RECORDED JULY 18, 1944 AS INSTRUMENT NO. 913, IN BOOK 21013 PAGE 131 OFFICIAL RECORDS.

EXHIBIT B2
PARCELS F, G AND H LEGAL DESCRIPTIONS

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE FOLLOWING PARCELS OF LAND IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, INCLUDING PORTIONS OF LOTS 106 TO 109 INCLUSIVE, AND LOTS 115 TO 118 INCLUSIVE, AND THAT PORTION OF CAMFIELD AVENUE, ADJOINING LOTS 106, 107, 117 AND 118 VACATED BY AN ORDER OF THE BOARD OF SUPERVISORS OF SAID COUNTY, RECORDED IN BOOK 10430 PAGE 32, OF OFFICIAL RECORDS OF SAID COUNTY, ALL IN RANCHO LAGUNA AS SHOWN MAP FILED AS EXHIBIT "A" IN CASE NO. B-25296 OF SUPERIOR COURT OF THE STATE OF CALIFORNIA, LOS ANGELES COUNTY, AND ALSO A PORTION OF THE RANCHO SAN ANTONIO, AS PER MAP RECORDED IN BOOK 1 PAGE 389 OF PATENTS, RECORDS OF SAID LOS ANGELES COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "F"

COMMENCING AT A FOUND CONCRETE MONUMENT WITH BRASS PLATE STAMPED "LS 2348" MARKING THE MOST NORTHERLY CORNER OF PARCEL 10 OF PARCEL MAP NO. 11282, AS PER MAP FILED IN BOOK 120 PAGES 56 THROUGH 60 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY SAID POINT ALSO BEING A POINT ON THE SOUTHERLY LINE OF 33 FOOT WIDE STRIP DESCRIBED AS PARCEL 2 IN DEED RECORDED IN BOOK 7471 PAGE 45 OF OFFICIAL RECORDS; THENCE ALONG SAID SOUTHERLY LINE NORTH 67° 48' 18" WEST, 2711.76 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 22° 11' 36" WEST, 722.40 FEET; THENCE NORTH 67° 48' 18" WEST, 696.32 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A" SAID POINT ALSO BEING A POINT ON THE EASTERLY LINE OF LAND DESCRIBED IN EXCEPTION TO TITLE IN FAVOR OF THE BELL PUBLIC FINANCING AUTHORITY PER INSTRUMENT NO. 92-306752 RECORDED FEBRUARY 25, 1992 OF OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY LINE NORTH 22° 11' 36" EAST, 722.40 FEET TO A POINT ON SAID SOUTHERLY LINE; THENCE LEAVING SAID EASTERLY LINE ALONG SAID SOUTHERLY LINE SOUTH 67° 48' 18" EAST, 696.32 FEET TO THE POINT OF BEGINNING.

PARCEL "G"

BEGINNING AT POINT "A" DESCRIBED IN THE AFOREMENTIONED PARCEL "F"; THENCE SOUTH 67° 48' 18" EAST, 443.52 FEET; THENCE SOUTH 22° 11' 36" WEST, 401.80 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B" SAID POINT ALSO BEING A POINT ON THE NORTHERLY LINE OF "K" STREET DESCRIBED IN EXCEPTION TO TITLE IN FAVOR OF THE BELL PUBLIC FINANCING AUTHORITY PER INSTRUMENT NO. 92-306752 RECORDED FEBRUARY 25, 1992; THENCE ALONG SAID NORTHERLY LINE NORTH 46° 53' 58" WEST, 474.78 FEET TO A POINT ON THE EASTERLY LINE OF LAND DESCRIBED IN EXCEPTION TO TITLE IN FAVOR OF THE BELL PUBLIC FINANCING AUTHORITY PER INSTRUMENT NO. 92-306752 RECORDED FEBRUARY 25, 1992 OF OFFICIAL RECORDS; THENCE LEAVING SAID NORTHERLY LINE ALONG SAID EASTERLY LINE NORTH 22° 11' 36" EAST, 232.38 FEET TO THE POINT OF BEGINNING.

THENCE COMMENCING AT POINT "B" DESCRIBED ABOVE; THENCE SOUTH 22° 11' 36" WEST, 23.55 FEET TO THE POINT OF BEGINNING AND A POINT ON THE SOUTHERLY LINE OF "K" STREET DESCRIBED IN EXCEPTION TO TITLE IN FAVOR OF THE BELL PUBLIC FINANCING AUTHORITY PER INSTRUMENT NO. 92-306752 RECORDED FEBRUARY 25, 1992; THENCE SOUTH 22° 11' 36" WEST, 10.83 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF INTERSTATE 710 AS SHOWN ON CALTRANS RIGHT-OF-WAY MAP NO. S.F. 1524-3-6; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY NORTH 46° 52' 58" WEST, 474.84 FEET TO A POINT ON THE EASTERLY LINE OF LAND DESCRIBED IN EXCEPTION TO TITLE IN FAVOR OF THE BELL PUBLIC FINANCING AUTHORITY PER INSTRUMENT NO. 92-306752 RECORDED FEBRUARY 25, 1992 OF OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY LINE NORTH 22° 11' 36" EAST, 10.68 FEET TO SAID SOUTHERLY LINE; THENCE SOUTH 46° 53' 58" EAST, 474.78 FEET TO THE POINT OF BEGINNING.

PARCEL "H"

COMMENCING AT A FOUND CONCRETE MONUMENT WITH BRASS PLATE STAMPED "LS 2348" MARKING THE MOST NORTHERLY CORNER OF PARCEL 10 OF PARCEL MAP NO. 11282, AS PER MAP FILED IN BOOK 120 PAGES 56 THROUGH 60 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL MAP THE FOLLOWING COURSES: SOUTH 22° 11' 36" WEST, 662.47 FEET; THENCE SOUTH 82° 43' 02" EAST, 19.98 FEET; THENCE SOUTH 22° 12' 11" WEST, 65.07 FEET TO THE CENTERLINE OF EXISTING RICKENBACKER ROAD PER SAID PARCEL MAP NO. 11282 AND THE POINT OF BEGINNING; THENCE SOUTH 22° 12' 11" WEST, 32.57 FEET; THENCE NORTH 82° 49' 45" WEST, 20.00 FEET; THENCE SOUTH 22° 11' 58" WEST, 356.23 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 67° 48' 18" WEST, 1159.02 FEET; THENCE NORTH 22° 11' 36" EAST, 394.23 FEET; THENCE SOUTH 67° 48' 18" EAST, 1178.38 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR RIGHT OF WAY AND UTILITY, AS RESERVED IN THAT CERTAIN "QUITCLAIM DEED AND EASEMENTS", EXECUTED BY UNITED STATES OF AMERICA, AS GRANTOR DATED AS OF DECEMBER 15, 2006 AND RECORDED DECEMBER 18, 2006 AS INSTRUMENT NO. 06-2807198, OVER THOSE PORTIONS OF THE LAND DEPICTED AS "EASEMENT I" AND "EASEMENT K", ATTACHED TO AND MADE A PART OF THE AFOREMENTIONED DOCUMENT.

EXHIBIT C
DA 2013-01

SCOPE OF DEVELOPMENT

The Developer shall be required to develop the Project in accordance with the following description.

1. GENERAL

The Developer and City agree that the Project Area and respective Sites shall be graded, subdivided (Parcel H only), developed and improved by Developer in accordance with the provisions of this Agreement, which includes the Basic Design Concept (which includes the Site Plans, Conceptual Landscape Plan, Illustrative Drawings and Elevations, and Building Materials) attached to this Scope of Development as Exhibit C1 and subject to all applicable codes, ordinances, and statutes including requirements and procedures set forth in the City of Bell Municipal Code, adopted in conjunction with or subsequent to adoption of this Agreement. Any issues regarding the Scope of Development that are not resolved herein or in the Agreement shall be resolved in accordance with the City of Bell Municipal Code.

The Project will be comprised of high-quality, energy-efficient speculative industrial buildings designed to accommodate any of the permitted and accessory land uses enumerated in Development Standards and Permitted Land Uses ("Development Standards") attached hereto as Exhibit C2. The buildings of the Project shall be designed and constructed for occupancy in accordance with applicable codes and as an energy-efficient structure as demonstrated by LEED Gold Certification.

The Project shall be subject to the approval of the Bell City Council. The specific design of the Project shall be of substantially similar character, architecture and style to the Basic Concept Design (Exhibit C1) which includes Site Plans, Landscape Plans, Elevation Drawings and Building Materials and Colors. The proposed Project requires discretionary approval by the City of this Development Agreement and Tentative Parcel Map (TPM), collectively identified as the Entitlements. The Development Agreement will include the Scope of Development, Basic Design Concept and Development Standards and Permitted Land Uses. Separate from the Development Agreement, the Developer with the City's authorization has submitted an application for a tentative parcel map on Parcel H. An environmental impact report (EIR) has been prepared to assess the potential impacts of the Entitlements. Developer shall develop the Project in accordance with the timing described in the Schedule of Performance. It is recognized that plan modifications, additional conditions, or mitigation measures may result from this public review of the Entitlements. In the event that the City and the Developer cannot agree on appropriate plan modifications, conditions and mitigation measures, the Developer may terminate this Agreement for failure of a required condition to Close Escrow pursuant to Section 405 of this Agreement.

2. SITE DESCRIPTION

The Project Area is comprised of four (4) distinct Sites (parcels) totaling approximately 40.2 acres of developable land area located within the City's C-M, "Commercial

Manufacturing” Zone. Upon completion, the project will result in approximately 840,390 square feet of new industrial and ancillary office space. The Project Area also includes any adjacent roadway easements for Rickenbacker Road or 6th Street.

3. DEMOLITION AND CLEARANCE

Developer shall perform demolition on the Project Area, if necessary, in the manner approved by the Director. After the Close of Escrow, Developer, at its cost, shall maintain all overhead and underground utilities and appurtenances thereto during demolition and clearance activities, and appropriately cap, rework, reroute, or terminate same as necessary to continue optimal functioning of undisturbed improvements and utilities.

4. SITE PREPARATION

Except as provided otherwise in Section ___ of the Agreement, Developer shall, at its sole cost and expense, perform or cause to be performed grading plan preparation, fine grading and related compaction, and other site preparation as necessary for construction of the Project, as approved by the City Engineer. Plans shall be prepared by a California-licensed civil engineer in good standing and subject to the approval of the City Engineer.

Developer shall, at its sole cost and expense, scarify, over-excavate, cut, fill, compact, rough grade, and/or perform all grading as required pursuant to approved grading plan(s) and geotechnical report to create finished building pads and appropriate right-of-way configurations necessary to develop the Project described herein.

5. PROJECT DESIGN

A. Basic Design Concept: Site Plans, Landscape Plans, Elevation Drawings and Building Materials and Colors

The Project shall be designed and constructed as an integrated development in which the buildings shall have architectural excellence. The improvements to be constructed on the Sites shall be of high architectural quality, shall be well landscaped, and shall be effectively and aesthetically designed. The shape, scale of volume, exterior design, and exterior finish of each building, structure, and other improvements must be consonant with, visually related to, physically related to one another, and an enhancement to each other and, to the extent reasonably practicable, to adjacent improvements existing or planned within the Project Area. Outdoor areas shall be designed, landscaped and developed with the same degree of excellence. The design of the Project, using concrete tilt-up construction, shall be substantially consistent with the conceptual drawings presented in Exhibit C1.

B. Development Standards and Permitted Land Uses

Specific Development Standards and Permitted Land Uses (“Development Standards”) for the project are outlined in Exhibit C2. The Development Standards contained in this Agreement shall become the prevailing land use regulations for the Project. These regulations will have the full force of the Zoning Ordinance of the City of Bell Municipal Code through application of

the Agreement. Where conflicts exist between this Agreement and the City of Bell Municipal Code, the regulations and provisions of this Agreement shall prevail.

C. Design Review and Substantial Conformance

Pursuant to Section 1 above, approval of this Agreement will constitute approval of the Entitlements for the Project. Upon approval of Basic Design Concept by the Bell City Council, as well as any Development Standards enumerated in this Agreement or the Scope of Development or Conditions of Approval attached to the collective development or individual Sites by resolution, any subsequent, construction-level development plans shall only be subject to ministerial action, with any exceptions noted in this section below.

Upon approval of the Entitlements, adoption of the conditions of approval and submittal of construction documents for City plan check, the Director of Community Development (Director) shall present the documents to the Design Review Board (Board). The Board shall review the design documents (notably architectural elevations, materials, finishes, site plans, landscaping and hardscape details) to confirm substantial conformance with the Basic Design Concept approved by the Bell City Council. Such determination of substantial conformance shall be at the discretion of the Board.

In the event such construction drawings are determined to be deficient in their conformance to the Basic Design Concept approved by the Bell City Council, the Director shall advise Developer accordingly, providing written comments as applicable. Director and Developer will continue to collaborate in good faith until such time as Director reasonably determines that construction documents are in substantial conformance with the Basic Design Concept. The Director will then present the revised drawings to the Board to review and approve. Upon determination of substantial conformance, Director shall advise Developer that plans are suitable for submission for building permit plan check.

D. Minor Modifications to Approved Design

Pursuant to this Agreement, the Board shall have the subjective authority to administratively approve minor modifications to the Basic Design Concept subsequent to approval by the Bell City Council, under this Agreement and the Project Entitlements. Examples of minor modifications may include:

- Modification of site plan, on site circulation, building shape, and articulation that do not include a change in the number of primary structures or their location;
- Modification of building materials, finishes and colors must be consistent with and complementary to the approved materials, finishes and colors in the Basic Design Concept.
- Variances to the Development Standards, including building size or magnitude not more than 10%, except that reductions in size may be subject to approval of the Design Review Board, except where the Design Review Board believes such approval should be within the discretion of the City Council
- Modification to infrastructure connection points and performance standards
- Ultimate location, alignment and quantity of rail spur lines on site

Determination regarding what constitutes a minor modification shall be made on a case-by-case basis at the subjective discretion of the Board and may include conditions not enumerated above. Approval of any minor modification is contingent upon the Board finding that such modification:

- is consistent with the maximum total square footage for the Project;
- is in substantial compliance with the fundamental theme, idiom, and design intent of the Basic Design Concept as described in Exhibit C1; and
- promotes the Public Benefits outlined in Section K of the Development Agreement; and
- would not require additional environmental review subject to Section 15162 of the CEQA Guidelines.

E. Construction Document Plan Check

Prior to submitting construction documents for City plan check, the Developer and its representatives, including its architect and engineer, shall work with City staff to develop and execute the architectural concept, architectural drawings, site plan, tentative parcel map, rough grading plans, off-site improvement plans, and related drawings and documents consistent with direction of the Bell City Council, approval of the Entitlements, and specific provisions of this Agreement.

Construction documents, including but not limited to, site plan, architectural elevations, tentative parcel map, grading plans, flood control and drainage plans, landscape and irrigation plans and geotechnical reports, shall be submitted to the City concurrent with the permit plan check process as outlined in the Bell Municipal Code.

F. Plan check and Development Fees

The project shall be subject to the following fees:

1. Building Plan Check and Permit – The building plan check and permit fees will be calculated based on the then current fee schedule of the City of Bell. Currently this is calculated based on the valuation of the buildings at the time of plan submittal.
2. Engineering, Planning, Attorney, Application Processing and other Review and Inspection Fees – These fees are paid for on a cost recovery basis. Funds will be deposited by the developer and then costs incurred by the City for review activities will be paid for out of this deposit account. City may make demands for additional deposits to cover all expenses projected over a period of 60 days, and funds shall be deposited within 10 days of the request therefore, or work may cease on the Project. The developer shall pay the cost for review and approval of such agreements and deposit necessary funds pursuant to a deposit agreement. Any funds remaining at the end of the City's activities on the project will be returned to the developer.
3. Impact Fees – The City will not collect any impact fees for the project. However any impact fees charged by other agencies or utilities such as the Los Angeles Unified School District, Cal Water, Southern California Edison, Los Angeles Sanitation District, Los Angeles County Fire Department, Los Angeles County, or California Regional Water Quality Control Board will be paid for by the developer. This is not intended to be an exhaustive list of outside agencies who

might levy a fee. This does not include fees that are paid as part of the off-site improvements which are agreed to separately in the off-site improvement narrative.

G. Site Work

The Project shall substantially conform to the Basic Design Concept by the Bell City Council and attached to this Agreement as Exhibit C1. It shall be the responsibility of the Developer, the civil engineer and the contractor to develop the Project consistent with the aforementioned plans. Any substantial modification to the approved plans, as determined by the Director to not qualify as a minor modification, shall be referred to the Bell Planning Commission for review and approval. The Developer shall be responsible for the City processing costs of any modification requiring review and approval. The Developer shall be responsible for the construction and installation of all improvements to be constructed or installed on the Site.

H. Landscaping

Developer shall install on-site landscaping and automatic irrigation pursuant to this Agreement. The ultimate landscape design (as reflected in plans provided by a California-licensed landscape architect and including plant species, quantities, location, irrigation distribution, and design specifications). Landscape and irrigation plans shall be reviewed and approved by the Director and found to be substantially consistent with the landscape concept approved in the Basic Design Concept.

I. Undergrounding Utilities

Existing off site overhead facilities (including, but not limited to, electrical service, telephone service, fiber optic, or other telecommunication lines) shall be allowed to remain in place overhead, subject to Developer's subjective determination that existing lines may or may not require relocation to align with the approved Site plans. New street lights will be serviced overhead, subject to approval of such a specification by the utility provider (SC Edison). So called "wet" utilities (water and sewer) and gas service (if required) will be fed to the Sites and buildings underground. On-site connection of power, telephone and cable lines shall be installed underground.

J. Mechanical Equipment

On-site mechanical equipment, whether roof or ground mounted, shall be completely screened from public view. Screening shall be constructed of materials which coordinate with the overall architectural and/or landscape theme. Where public visibility will be minimal, the Director may permit use of landscaping to screen ground mounted equipment.

K. Offsite Improvements

Pursuant to this Agreement, Developer shall perform, or cause to be performed, all offsite improvements Offsite Improvement Narrative attached hereto as Exhibit C3. Off-site improvements will generally include the installation of water, sewer, fire hydrants, streetlights, curb, gutter, street drainage improvements and street pave-out for Rickenbacker Road and 6th Street as necessary. Construction of any offsite intersection improvements pursuant to Mitigation Measures outlined in the EIR will be the responsibility of the City.

L. Specific Description of Project Buildings and Related Improvements.

The Project Entitlements will cover various site plan options for a total of up to 840,390 square feet of industrial space. All parking will be on-site and no off-site parking spaces will be required. The Sites will be landscaped. Six-foot masonry walls will be required along the property lines as specified in Exhibit C2 Development Standards and Permitted Land Uses. Final wall design and landscape plans will be subject to approval by the Director pursuant to Section 5C above. Except as modified by this Agreement, loading areas trash enclosures will be constructed to meet the standards required in the City Municipal Code. All needed public utilities will be installed to service the Site.

Required offsite improvements will be limited to those made to Rickenbacker Road and 6th Street (including curb and gutter, street pave-out and streetlights) as specifically outlined in the offsite improvement narrative attached hereto as Exhibit C3. Construction of any offsite intersection improvements pursuant to Mitigation Measures outlined in the EIR will be the responsibility of the City. Development of the Project may require the import of fill material to raise specific parcels above the street drainage flow line. The exact amount of fill material will be determined as part of the future grading plan, as approved by the City Engineer. The Project is served by a public sewer system, to which the buildings on the Sites will connect.

M. Parcel Map

Developer shall submit to the City and City shall process a Tentative Parcel Map for Parcel H to create as many as four (4) lots for the Site on Parcel H. Such Tentative Parcel Map shall be processed and approved concurrently with the approval of Developer's Entitlements for the Project. In the event Developer later elects to develop the Site as two lots, such delineation will be reflected on the Final Map submitted for plan check. As an alternative, Developer may record the Final Map reflecting four lots and then process a Lot Line Adjustment (LLA) or Lot Merger in order to develop the Site with two lots or a single lot respectively. The City will work with Developer in good faith to diligently process the Final Map such that issuance of any building permits for Parcel H will not be delayed subject to the final recordation of the Map.

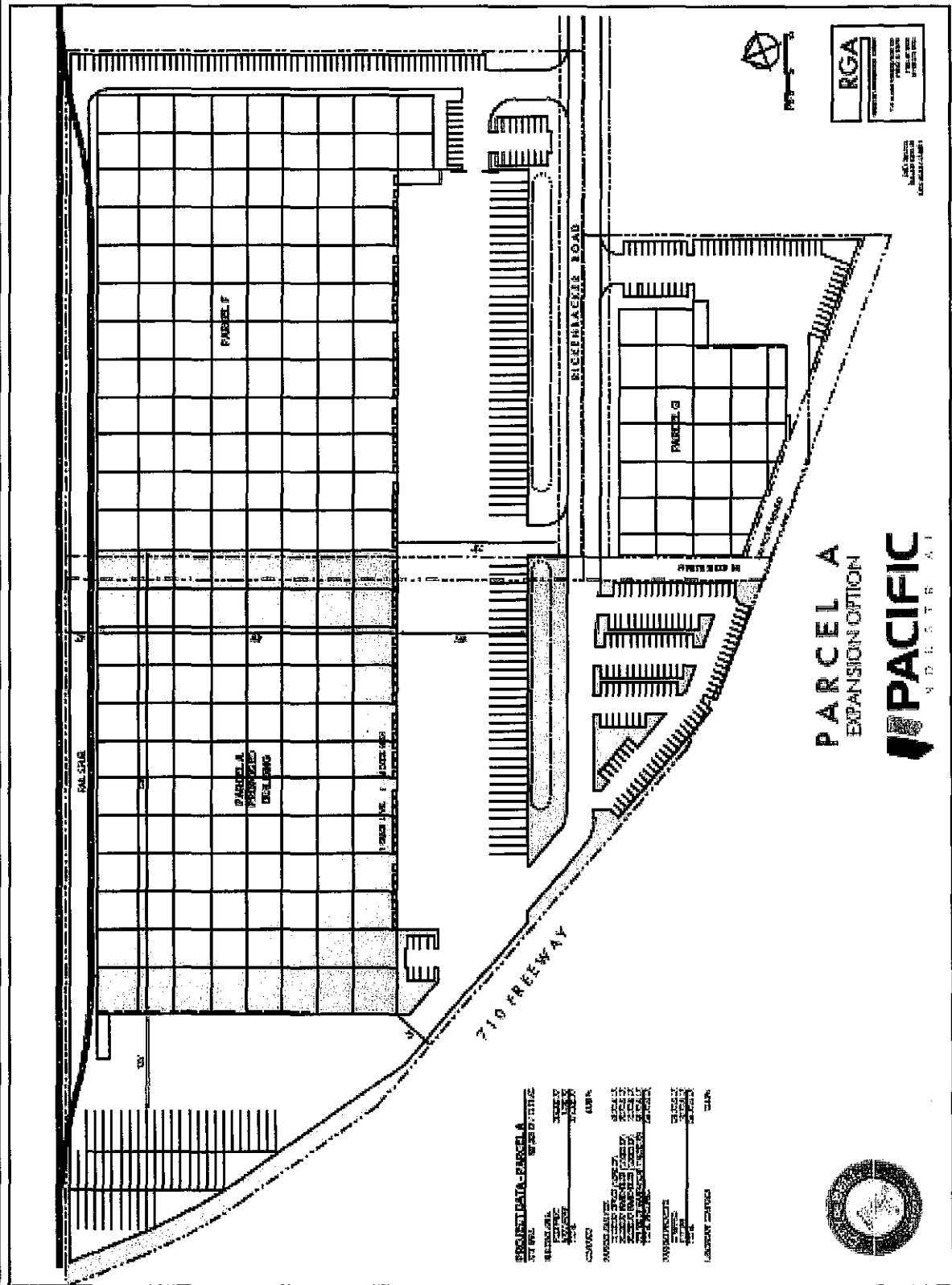
LIST OF EXHIBITS

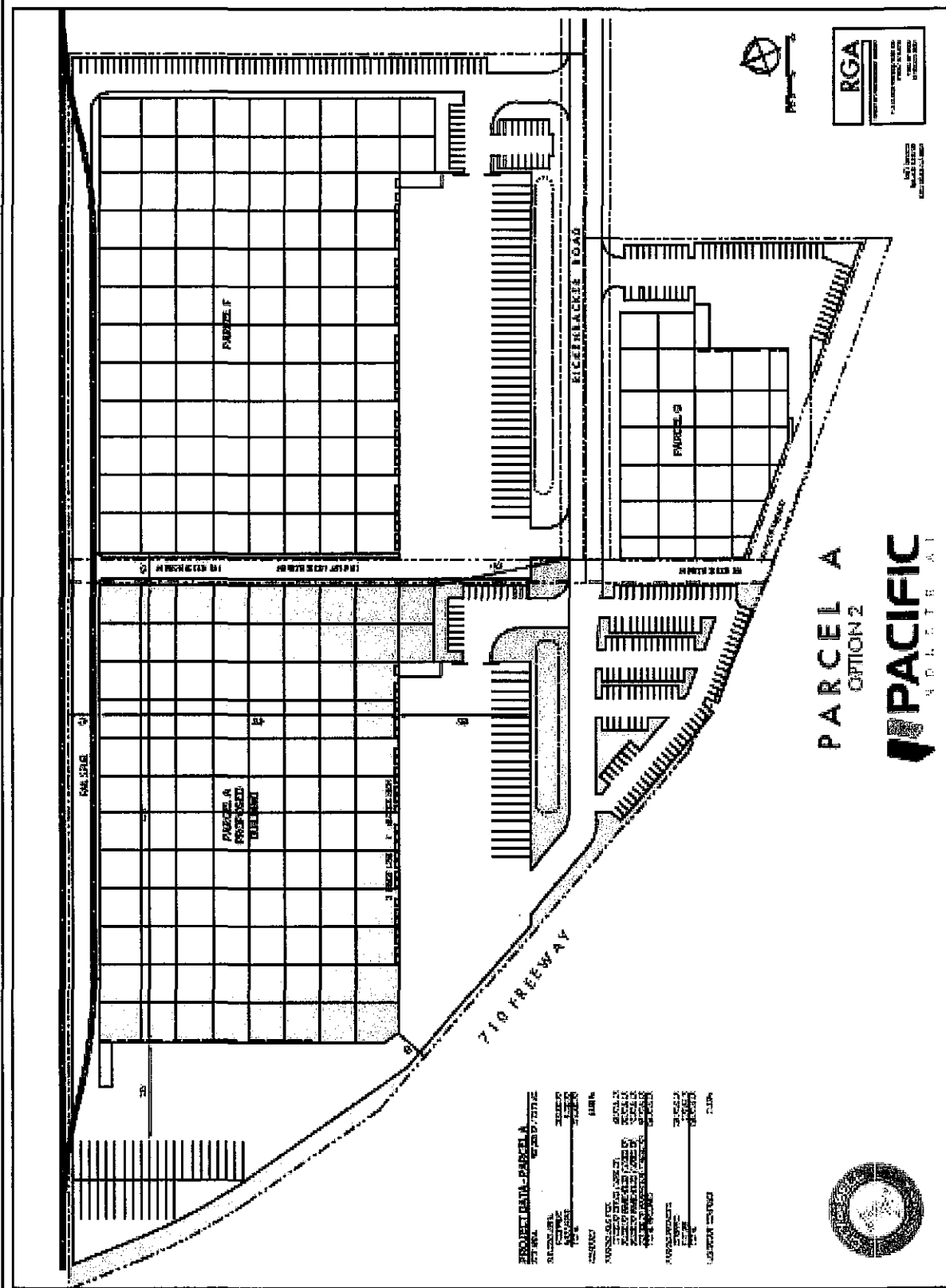
- Exhibit C1. Basic Design Concept: Site Plans, Landscape Plans, Elevation Drawings and Building Materials
- Exhibit C2. Development Standards and Permitted Land Uses ("Development Standards")
- Exhibit C3. Offsite Improvement Narrative

Exhibit C1. Basic Design Concept:

- Site Plans
- Conceptual Landscape Plan
- Illustrative Drawings and Elevations
- Building Materials

Exhibit C1. Basic Design Concept: Site Plans





Site Plans

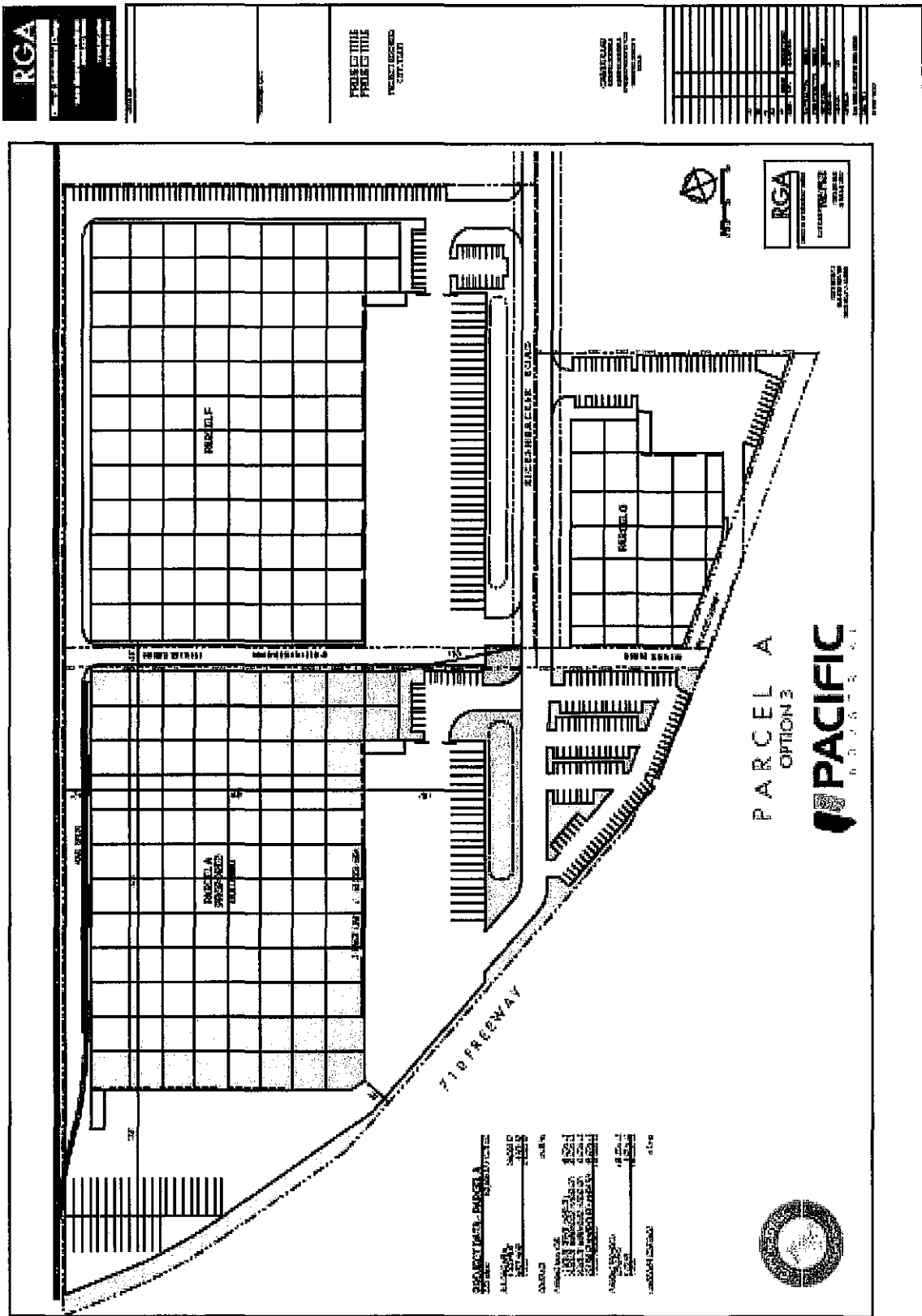


Exhibit C1. Basic Design Concept: Site Plans

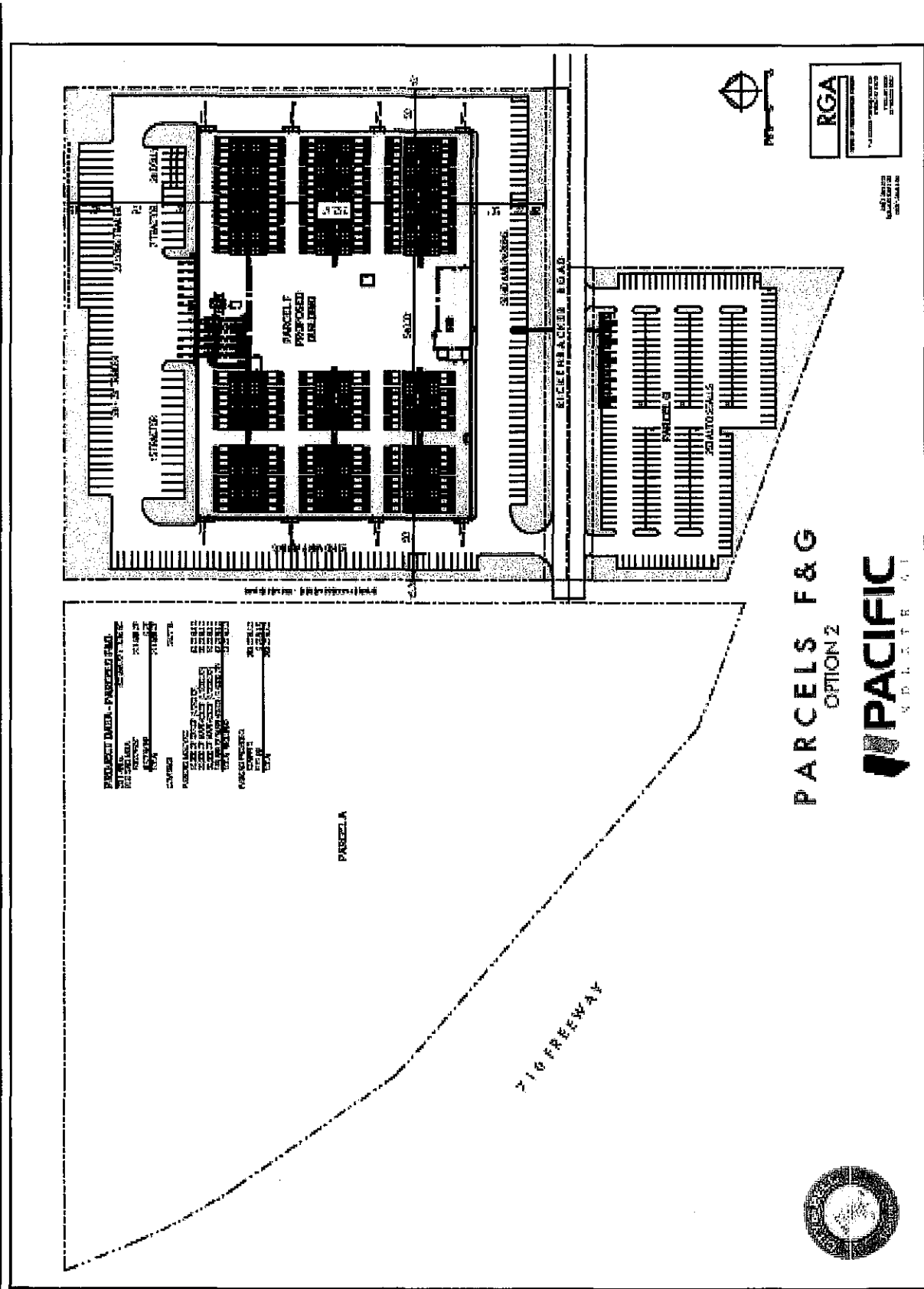
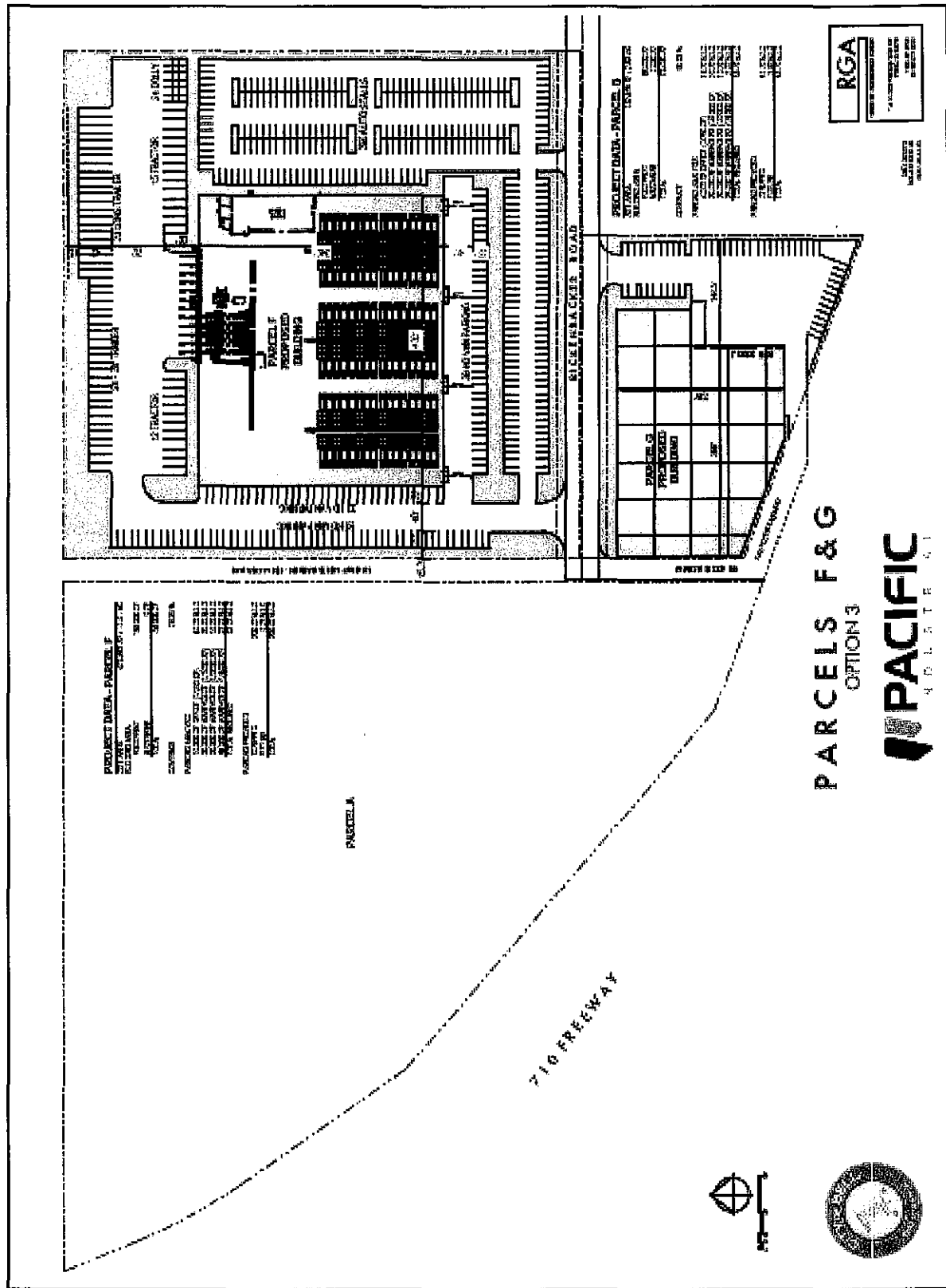


Exhibit C1. Basic Design Concept: Site Plans



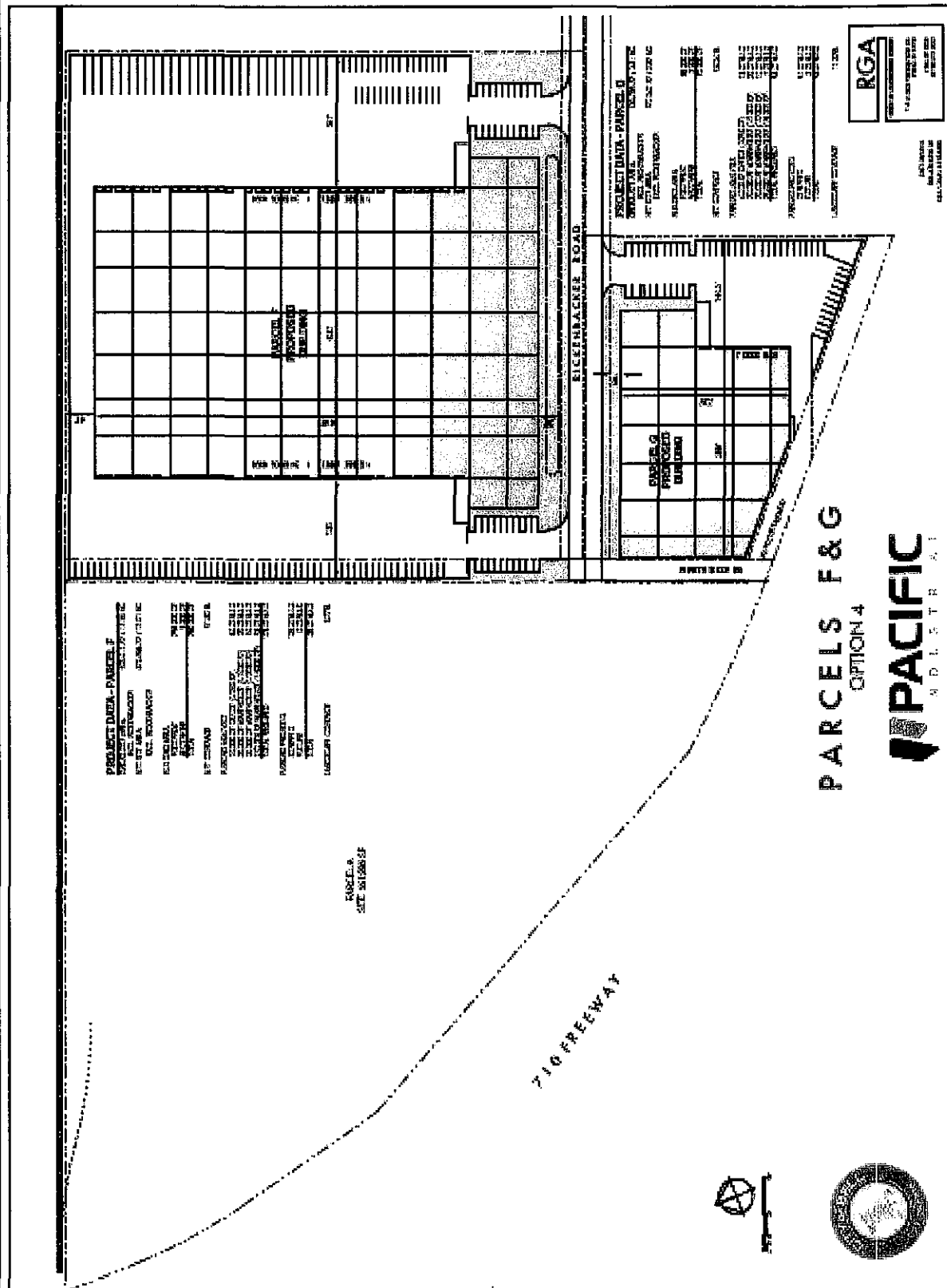
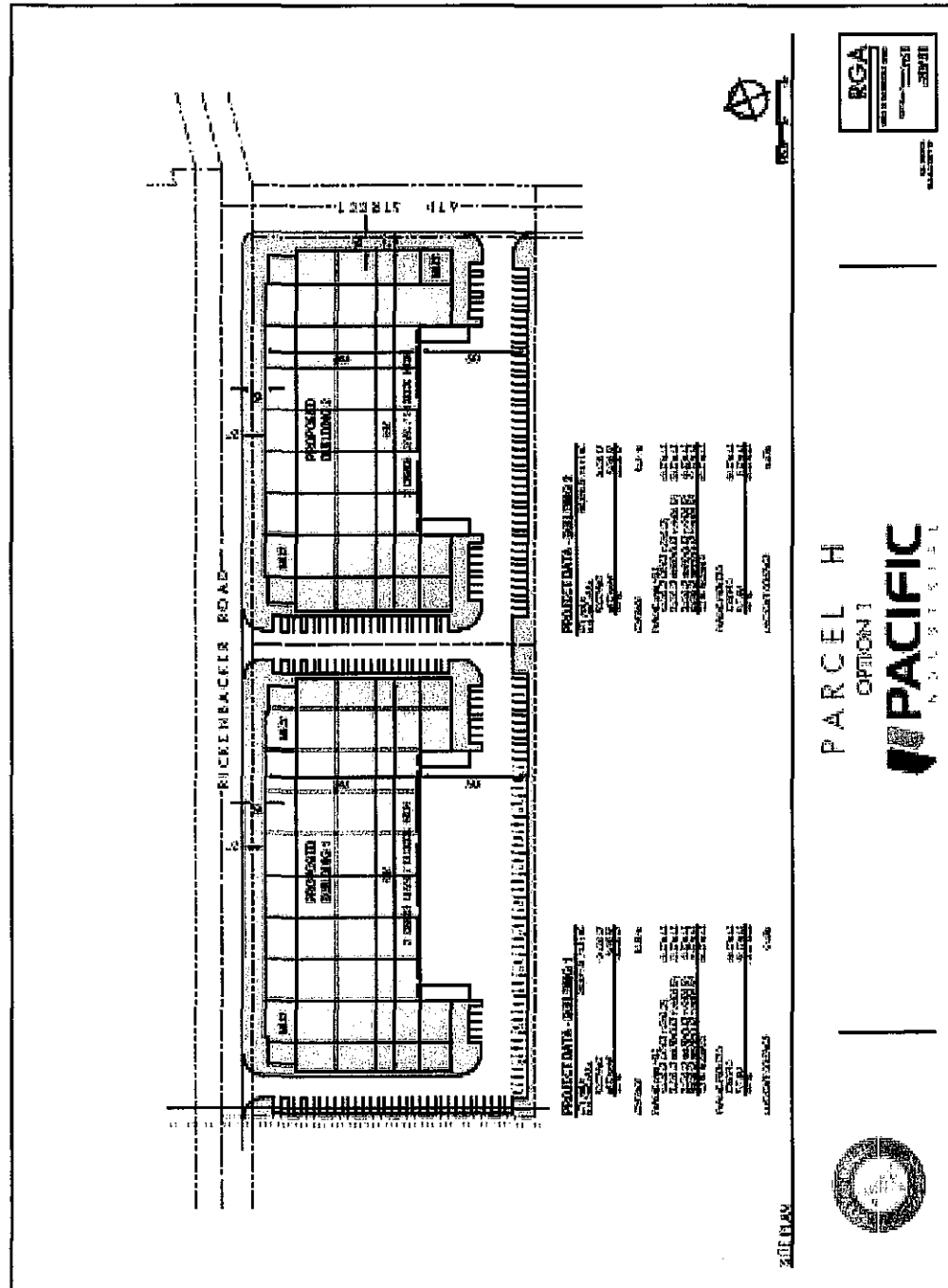
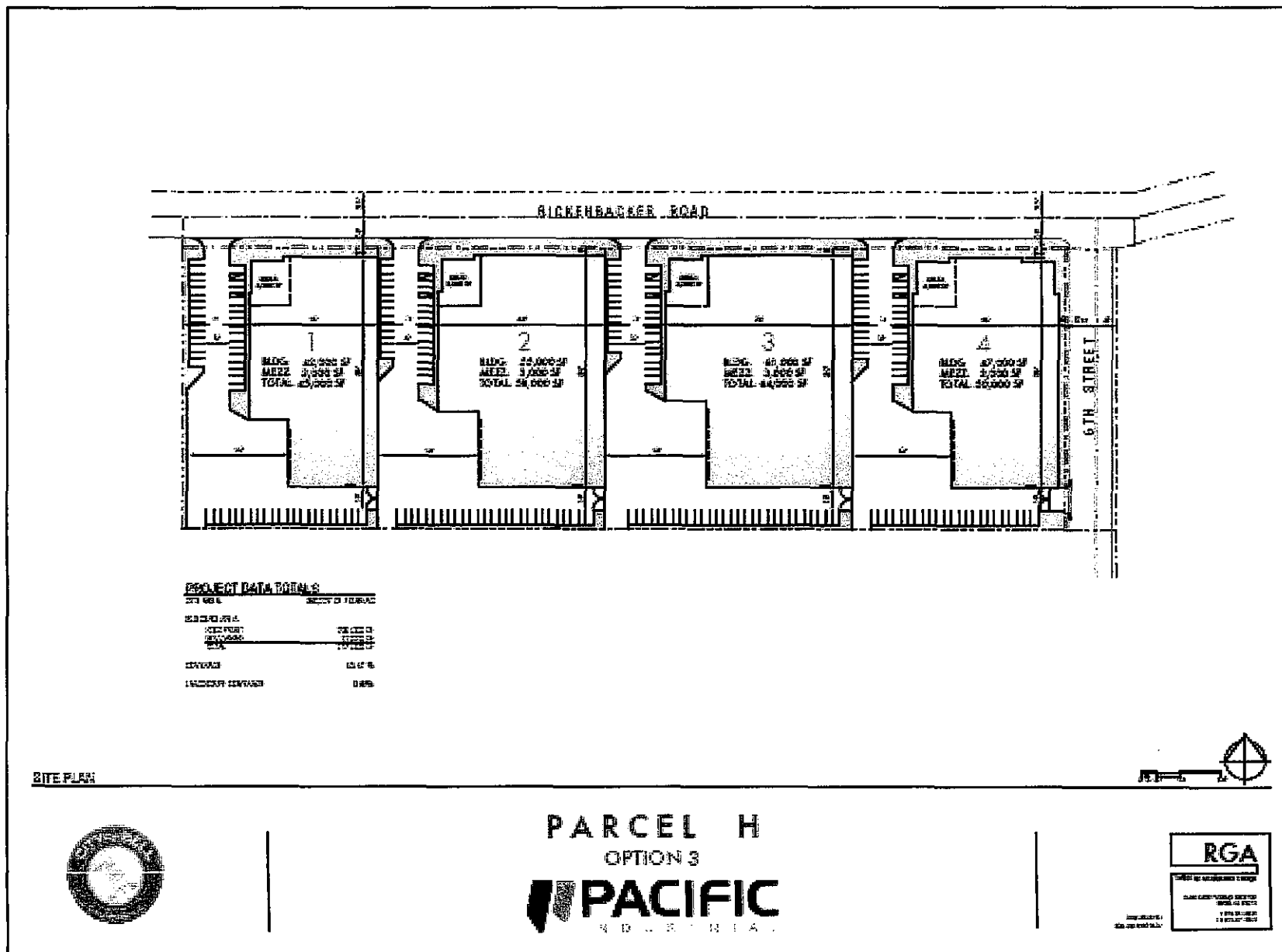


Exhibit C1. Basic Design Concept: Site Plans



RGA <small>Office of Industrial Design 1000 10th Avenue, Suite 1000 San Francisco, CA 94103 Phone: (415) 774-1000 Fax: (415) 774-1001</small>	
RECOMMENDED 4-11115-0001 <small>WORKSHEET FOR CITY OF BELL</small>	
1	1000 10th Avenue, Suite 1000
2	1000 10th Avenue, Suite 1000
3	1000 10th Avenue, Suite 1000
4	1000 10th Avenue, Suite 1000
5	1000 10th Avenue, Suite 1000
6	1000 10th Avenue, Suite 1000
7	1000 10th Avenue, Suite 1000
8	1000 10th Avenue, Suite 1000
9	1000 10th Avenue, Suite 1000
10	1000 10th Avenue, Suite 1000
11	1000 10th Avenue, Suite 1000
12	1000 10th Avenue, Suite 1000
13	1000 10th Avenue, Suite 1000
14	1000 10th Avenue, Suite 1000
15	1000 10th Avenue, Suite 1000
16	1000 10th Avenue, Suite 1000
17	1000 10th Avenue, Suite 1000
18	1000 10th Avenue, Suite 1000
19	1000 10th Avenue, Suite 1000
20	1000 10th Avenue, Suite 1000
21	1000 10th Avenue, Suite 1000
22	1000 10th Avenue, Suite 1000
23	1000 10th Avenue, Suite 1000
24	1000 10th Avenue, Suite 1000
25	1000 10th Avenue, Suite 1000
26	1000 10th Avenue, Suite 1000
27	1000 10th Avenue, Suite 1000
28	1000 10th Avenue, Suite 1000
29	1000 10th Avenue, Suite 1000
30	1000 10th Avenue, Suite 1000
31	1000 10th Avenue, Suite 1000
32	1000 10th Avenue, Suite 1000
33	1000 10th Avenue, Suite 1000
34	1000 10th Avenue, Suite 1000
35	1000 10th Avenue, Suite 1000
36	1000 10th Avenue, Suite 1000
37	1000 10th Avenue, Suite 1000
38	1000 10th Avenue, Suite 1000
39	1000 10th Avenue, Suite 1000
40	1000 10th Avenue, Suite 1000
41	1000 10th Avenue, Suite 1000
42	1000 10th Avenue, Suite 1000
43	1000 10th Avenue, Suite 1000
44	1000 10th Avenue, Suite 1000
45	1000 10th Avenue, Suite 1000
46	1000 10th Avenue, Suite 1000
47	1000 10th Avenue, Suite 1000
48	1000 10th Avenue, Suite 1000
49	1000 10th Avenue, Suite 1000
50	1000 10th Avenue, Suite 1000
51	1000 10th Avenue, Suite 1000
52	1000 10th Avenue, Suite 1000
53	1000 10th Avenue, Suite 1000
54	1000 10th Avenue, Suite 1000
55	1000 10th Avenue, Suite 1000
56	1000 10th Avenue, Suite 1000
57	1000 10th Avenue, Suite 1000
58	1000 10th Avenue, Suite 1000
59	1000 10th Avenue, Suite 1000
60	1000 10th Avenue, Suite 1000
61	1000 10th Avenue, Suite 1000
62	1000 10th Avenue, Suite 1000
63	1000 10th Avenue, Suite 1000
64	1000 10th Avenue, Suite 1000
65	1000 10th Avenue, Suite 1000
66	1000 10th Avenue, Suite 1000
67	1000 10th Avenue, Suite 1000
68	1000 10th Avenue, Suite 1000
69	1000 10th Avenue, Suite 1000
70	1000 10th Avenue, Suite 1000
71	1000 10th Avenue, Suite 1000
72	1000 10th Avenue, Suite 1000
73	1000 10th Avenue, Suite 1000
74	1000 10th Avenue, Suite 1000
75	1000 10th Avenue, Suite 1000
76	1000 10th Avenue, Suite 1000
77	1000 10th Avenue, Suite 1000
78	1000 10th Avenue, Suite 1000
79	1000 10th Avenue, Suite 1000
80	1000 10th Avenue, Suite 1000
81	1000 10th Avenue, Suite 1000
82	1000 10th Avenue, Suite 1000
83	1000 10th Avenue, Suite 1000
84	1000 10th Avenue, Suite 1000
85	1000 10th Avenue, Suite 1000
86	1000 10th Avenue, Suite 1000
87	1000 10th Avenue, Suite 1000
88	1000 10th Avenue, Suite 1000
89	1000 10th Avenue, Suite 1000
90	1000 10th Avenue, Suite 1000
91	1000 10th Avenue, Suite 1000
92	1000 10th Avenue, Suite 1000
93	1000 10th Avenue, Suite 1000
94	1000 10th Avenue, Suite 1000
95	1000 10th Avenue, Suite 1000
96	1000 10th Avenue, Suite 1000
97	1000 10th Avenue, Suite 1000
98	1000 10th Avenue, Suite 1000
99	1000 10th Avenue, Suite 1000
100	1000 10th Avenue, Suite 1000

Exhibit C1. Basic Design Concept: Site Plans



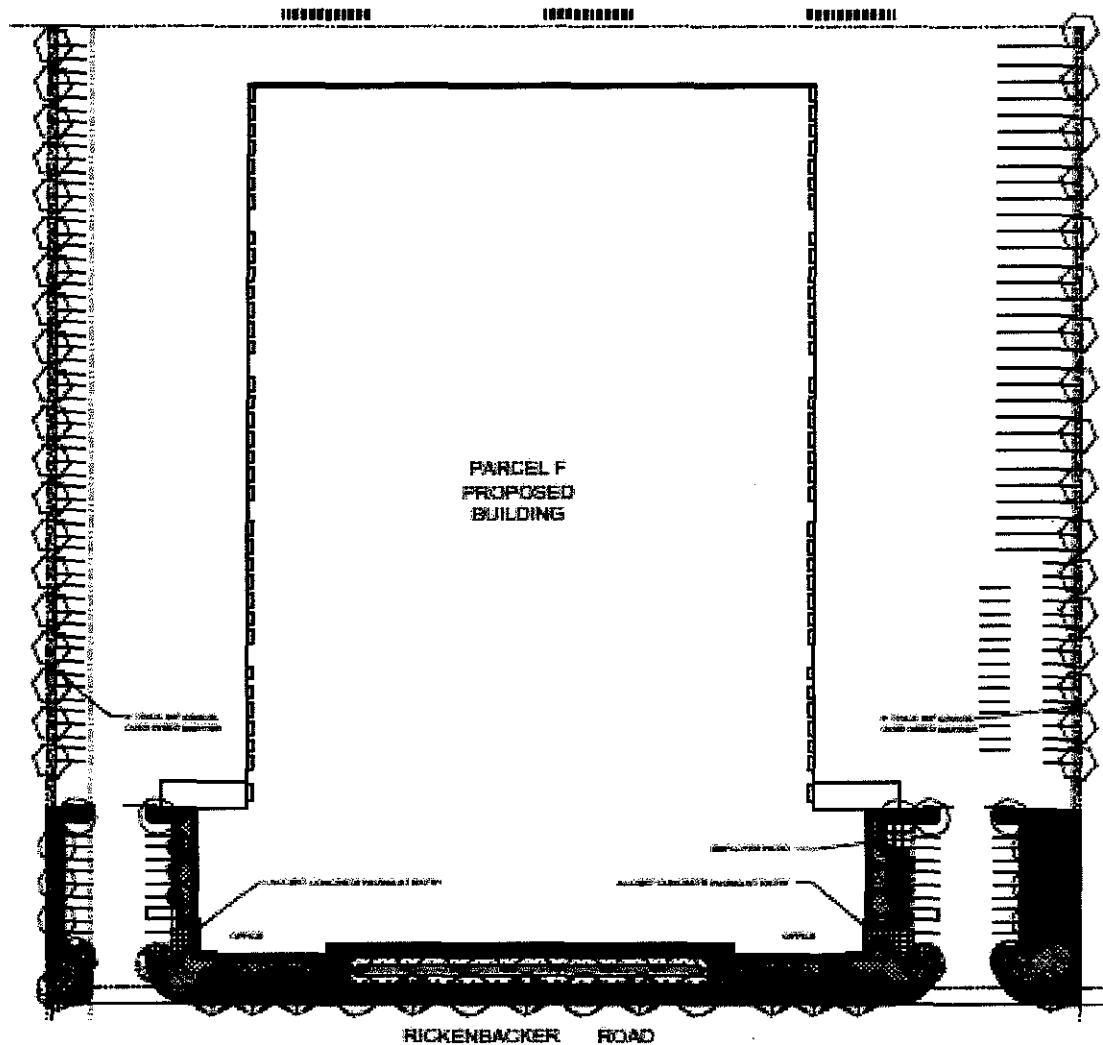


PARCEL F

PACIFIC
INDUSTRIAL



Exhibit C1. Conceptual Landscape Plan



TREE PALETTE

SYMBOL	PLANT NAME	SIZE	QUANTITY	NOTES
[Symbol]	Redwood	12"	10	
[Symbol]	Redwood	18"	5	
[Symbol]	Redwood	24"	5	
[Symbol]	Redwood	36"	5	
[Symbol]	Redwood	48"	5	
[Symbol]	Redwood	60"	5	
[Symbol]	Redwood	72"	5	
[Symbol]	Redwood	84"	5	
[Symbol]	Redwood	96"	5	
[Symbol]	Redwood	108"	5	

SHRUB & GROUND-COVER PALETTE

SYMBOL	PLANT NAME	SIZE	QUANTITY	NOTES
[Symbol]	Redwood	12"	10	
[Symbol]	Redwood	18"	5	
[Symbol]	Redwood	24"	5	
[Symbol]	Redwood	36"	5	
[Symbol]	Redwood	48"	5	
[Symbol]	Redwood	60"	5	
[Symbol]	Redwood	72"	5	
[Symbol]	Redwood	84"	5	
[Symbol]	Redwood	96"	5	
[Symbol]	Redwood	108"	5	

PACIFIC BUSINESS CENTER PARCEL F, CITY OF BELL



PRELIMINARY LANDSCAPE PLAN 1-1



Enviro
LANDSCAPE ARCHITECTS
1000 S. GATEWAY BLVD. SUITE 100
BELL, CA 94002
TEL: (415) 351-1000
WWW.ENVIRO-CA.COM

Exhibit C1. Basic Design Concept: Building Materials and Colors

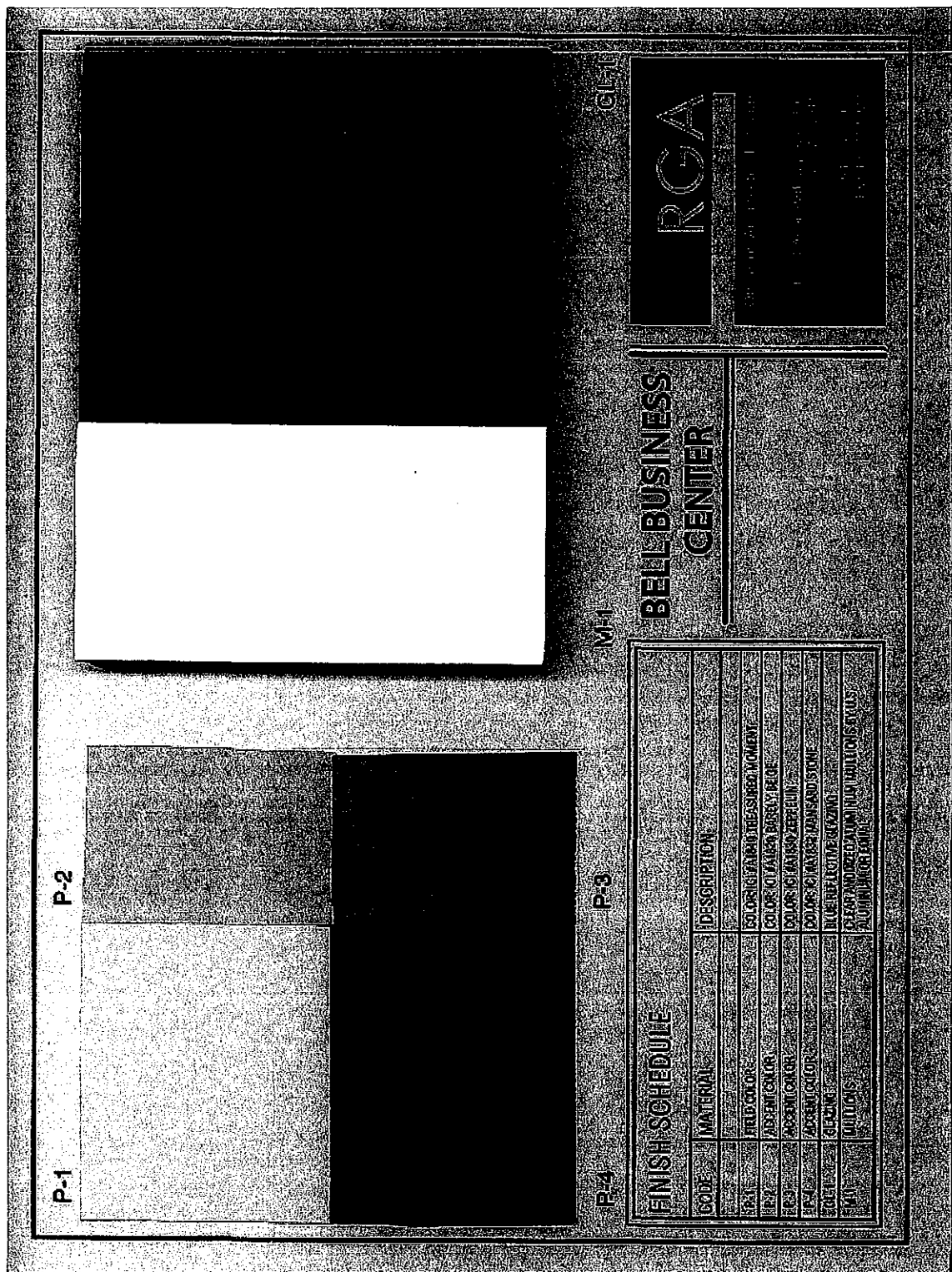


Exhibit C2. Development Standards and Permitted Land Uses ("Development Standards")

DEVELOPMENT STANDARDS

Maximum Building Area				
Parcel	Site Acres	Industrial/ Warehouse Space	Ancillary Office Space	Total Building Size
A	14.5	274,860	20,000	294,860
F	11.6	234,528	10,000	244,528
G	3.6	68,002	4,000	72,002
H	10.5	219,000	10,000	229,000
TOTAL PROJECT AREA	40.2	796,390	44,000	840,390
Projects will be reviewed to ensure that they do not exceed the maximum building area for industrial/warehouse/logistics use, office use or total building size for their parcel. Projects that exceed any of these maximum area standards listed above must demonstrate that it will not result increase impacts or result in new impacts that could require additional environmental review pursuant to Section 15162 of the CEQA Guidelines.				

Site Development Standards	
Lots	
Minimum Area	5,000 square feet
Minimum Width	50 feet
Minimum Depth	50 feet
Yards	
Front	No driveway in front yard: Front yard setback not required Driveway: Front yard setback shall have a minimum depth of 25 feet
Side	No driveway in side yard: Side yard setback not required Driveway: Side yard setback shall have a minimum depth of 20 feet
Rear	When not adjacent to residentially zoned property: Not required
Buildings	
Maximum Height	When not adjacent to residentially zoned property: 150 feet When adjacent to residentially zoned property: 50 feet
Building Mass	100% lot coverage, except for required yard areas, off-street parking and trash enclosures
Number of Required Off-Street Parking Spaces	
Offices Uses	1 per 250 square feet of office use
Industrial Uses	1 per 1,000 square feet for the first 20,000 square feet of warehouse/logistics/industrial use 1 per 2,000 square feet for the second 20,000 square feet of warehouse/logistics/industrial use 1 per 4,000 square feet for the warehouse/logistics/industrial use in excess of 40,000 square feet
Other uses	As defined by the Municipal Code.
Size of Off-Street Parking Spaces	
Conventional Spaces	Minimum dimensions: 9 feet by 20 feet
Compact Spaces	Minimum dimensions: 8 feet by 18 feet. The number of compact spaces shall not exceed 20% of required spaces.

Required Walls and Fences	
Parcel A	Masonry walls shall be constructed to enclose all parking, storage and truck loading areas outside of the front yard setback.
Parcel F	Options 1: Masonry walls or fencing as approved by the Director shall be constructed along the north and east property lines.
	Options 2, 3 and 4: Masonry walls or fencing as approved by the Director shall be constructed along the west, the north and east property lines.
Parcel G:	Options 1, 3 and 4: Masonry walls or fencing as approved by the Director shall be constructed along the south and southeast property lines to secure the parking and loading area.
	Option 2: Masonry walls or fencing as approved by the Director shall be constructed along the east, south and west property lines. The Director may require a wrought iron fence or gate to secure the north property line.
Parcel H	Masonry walls or fencing as approved by the Director shall be constructed along the south and west property lines. If the parcel is subdivided, masonry walls and fences will not be required between the new lots
Ground-mounted Machinery and Utilities	
	Shall be enclosed within a permanent noncombustible enclosure.
	Shall be screened from public view.

ELIGIBLE USES

Permitted Uses
Any use currently permitted in the M (Manufacturing) or CM (Commercial Manufacturing) zoning districts
Warehousing
Distribution
Logistics
Loading and Unloading of Parcels and Freight
Truck terminal
Sorting, loading and unloading of parcels and freight
Parcel and freight forwarding
Retail order fulfillment (online or catalog services)
General office uses
Onsite railroad service and transfer facility
Outdoor advertising media
Telecommunications facilities (including monopoles and towers)
Accessory Uses
Any accessory use currently permitted in the M (Manufacturing) or CM (Commercial Manufacturing) zoning districts
Public intake, sales, and showroom facilities in support of a principal use
Onsite, exterior storage of trailers, shipping containers, or other materials used in support of a principal use and subject to adequate screening from public view.
Conditional Uses
Any use not allowed as either a Permitted or Accessory Use may be approved as a Conditional Use Permit through the Conditional Use Permit Process outlined in Zoning Ordinance Sections 17.96.040 through 17.96.160. Except that no conditional shall be approved for a Prohibited Use.
Prohibited Uses
Prohibited Uses are not permitted on the Site or as part of the Project and include such uses as restaurant, gas station, transitional housing, retail alcohol or tobacco sales, and adult-oriented uses.

Exhibit C3. Offsite Improvement Narrative

Pacific Industrial Rickenbacker-Parcels E,F,G, and H

The area of offsite improvements will be limited to approximately 1,700 lineal feet along Rickenbacker between the western edge of the LAUSD parcel and the western edge of Parcels F & G and approximately 400 lineal feet of 6th Street along the eastern edge of Parcel H.

Offsite scope is defined pursuant to the below description and exclusions:

North Side of Rickenbacker (south frontage of Parcel F) will be constructed with a ½ width section of AC pavement and concrete curb and gutter from the western edge of the US Armed Forces Training Center to the eastern edge of Parcel E. No sidewalk is required. The new pavement cross section will match existing Rickenbacker width to the east. No cul-de-sac is required and the street will effectively die into the private entry drive of Parcel E.

South side of Rickenbacker (north frontage of Parcel G) will be constructed with a ½ width section of AC pavement and concrete curb, gutter, and sidewalk from the western edge of the Salvation Army Bell Shelter to the eastern edge of Parcel E. The new pavement cross section will match existing Rickenbacker width to the east. No cul-de-sac is required and the street will effectively die into the private entry drive of Parcel E.

South side of Rickenbacker (north frontage of Bell Shelter Partnership) will be improved with AC curb and sidewalk along the frontage, from the western edge of the LAUSD Bell Education and Career Center to the eastern edge of Parcel G. New street pavement may be required here along the south side of Rickenbacker.

South side of Rickenbacker (north frontage of Parcel H) is currently improved with concrete curb, gutter, and sidewalk. This condition will not be modified. The existing cross section of Rickenbacker will not be widened or otherwise expanded here. Pavement section will not be modified.

West side of 6th Street (east frontage of Parcel H) will not be modified except for the reconstruction of the northeast corner radius (curb, gutter, sidewalk and ADA ramp). The west side of the street will remain edge of pavement only (no curb, gutter, or sidewalk required) to match the east side of 6th Street. Minor cleanup, patching, saw cut, or planing may be required to match the condition on the opposing side of the street relative to the configuration of the new site plan. No new pavement or widening of 6th Street is required.

No additional street improvements or other offsite work will be required along the frontages of the US Armed Forces Training Center or the LAUSD Adult Learning Center except that Rickenbacker will be Slurry Sealed and re-stripped over the existing pavement west of the LAUSD parcel (approximately 8,400 sq feet) upon completion of construction on the last of Parcels F and G.

New street lights will be provided for the frontages of Parcels H, F, and G only.

Overhead power and telecommunications lines along respective project frontages will be allowed to stay in place and will not require undergrounding.

Offsite Sewer will consist of approximately 670 lineal feet of 8" VCP to extend service in the street to allow connection via onsite laterals to the respective parcels.

Water-Hot taps in the street for new fire water and domestic service to the parcels will be considered as onsite work and are not included in this scope.

Storm Drain-Approximately 1,067 Lineal feet of 24" RCP storm drain will be constructed to receive water from the street. Catch basins and manholes will be relocated per the outline in the cost summary.

Permits, Fees, and Design Costs-All costs required for the design, permitting, and construction of the above specified work shall be included in the scope of offsite improvements. Such costs may include, but not be limited to, consultant fees for civil engineering and additional traffic study, agency-issued construction and encroachment permits, public utility company fees/tariffs, and any required bonds or impact fees. These costs will only be for costs associated with the off site improvements identified above and not for any costs associated with on-site requirements such as water line or sewer line connections to the project from the main lines, or dry utility connections from the main lines to the project.

EXHIBIT D
CONDITIONS OF APPROVAL

[See Attached Conditions of Approval]

**CITY OF BELL
COMMUNITY DEVELOPMENT DEPARTMENT
CONDITIONS OF APPROVAL**

PROJECT #: Project Review required by Bell Business Center Development Agreement
SUBJECT: Bell Business Center

DEVELOPER: City of Bell, Property Owner • Contact Person: Joe Perez, Community Development Director

LOCATION: Rickenbacker Road east of Eastern Avenue, Bell CA 90201 • APN:
Parcel A: 6332-002-965; Parcel F: 6332-002-948 and 6332-002-945
Parcel G: 6332-002-949 and Parcel H: 6332-002-946, 6332-002-950,
6332-002-952 and 6332-002-954

ALL OF THE FOLLOWING CONDITIONS APPLY TO YOUR PROJECT. DEVELOPER SHALL CONTACT THE PLANNING DIVISION, (323) 588-6211, FOR COMPLIANCE WITH THE FOLLOWING CONDITIONS:

1. General Requirements

1.1	Indemnification. The developer shall indemnify the City and its elected boards, commissions, officers, agents and employees and will hold and save them and each of them harmless from any and all actions, suites, claims, liabilities, losses, damages, penalties, obligations and expenses (including but not limited to attorneys' fees and costs) against the City for any such Claims or Litigation (as defined in the Development Agreement) and shall be responsible for any judgment arising therefrom. The City shall provide the developer with notice of the pendency of such action and shall request that the developer defend such action. The developer may utilize the City Attorney's office or use legal counsel of its choosing, but shall reimburse the City for any necessary legal cost incurred by City. The developer shall provide a deposit in the amount of 150% of the City's estimate, in its sole and absolute discretion, of the cost of litigation, including the cost of any award of attorneys' fees, and shall make additional deposits as requested by 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 the developer fails to provide or maintain the deposit, the City may abandon the action and the developer shall pay all costs resulting therefrom and City shall have no liability to the developer. The developer's obligation to pay the cost of the action, including judgment, shall extend until judgment. After judgment in a trial court, the parties must mutually agree as to whether any appeal will be taken or defended. The developer shall have the right, within the first 30 days of the service of the complaint or petition on the developer, in its sole and absolute discretion, to determine that it does not want to defend any litigation attacking the Development Agreement	_/_/_
-----	---	-------

	<p>or the Development Approvals in which case the City shall allow the developer to settle the litigation on whatever terms the developer determines, in its sole and absolute discretion, but developer shall confer with City before acting and cannot bind City. In that event, the developer shall be liable for any costs incurred by the City up to the date of settlement but shall have no further obligation to the City beyond the payment of those costs. In the event of an appeal, or a settlement offer, the parties shall confer in good faith as to how to proceed. Notwithstanding the developer's indemnity for Claims and Litigation, the City retains the right to settle any litigation brought against it in its sole and absolute discretion and the developer shall remain liable except as follows: (i) the settlement would reduce the scope of the Project by 10% or more, and (ii) the developer opposes the settlement. In such case the City may still settle the litigation but shall then be responsible for its own litigation expense but shall bear no other liability to the Developer. Neither City nor developer shall have any rights or obligations under this condition prior to the Effective Date although developer may, in its sole and unfettered discretion, assume the obligations if it chooses to do so.</p>	
1.2	<p>Precedence of Conditions If any of the Conditions of Approval alter a commitment made by the developer in another document, the conditions enumerated herein shall take precedence unless superseded by a Development Agreement, which shall govern over any conflicting provisions of any other approval.</p>	___/___/___
1.3	<p>Authority to Approve. All approvals by City, unless otherwise specified, shall be by the department head of the department requiring the condition. All agreements, covenants, easements, deposits and other documents required herein where City is a party shall be in a form approved by the City Attorney. The Developer shall pay the cost for review and approval of such agreements and deposit necessary funds pursuant to a deposit agreement.</p>	___/___/___
1.4	<p>Covenants, Conditions, and Restrictions (CC&Rs). In the event that Covenants, Conditions, and Restrictions (CC&Rs) are established for the project, the developer or successor in interest shall pay for the cost of review and approval of the CC&Rs by the City Attorney. The CC&Rs shall provide for proper maintenance of the property and include other necessary conditions to carry out the terms herein, particularly relating to any conditions affecting the on-going use of the property, and shall be enforceable by City, and recorded prior to development of any parcels.</p>	___/___/___
1.5	<p>Trust Deposit Account. A trust deposit account shall be established with the City by the Developer for all deposits and fees required for processing on site work beyond the entitlements phase. The trust account shall include costs associated with the following</p> <ul style="list-style-type: none"> • Administration of any Covenants, Conditions and Restrictions that shall be established for the project; • Enforcement of all applicable conditions of approval of the project including mitigation measures; 	___/___/___

	<ul style="list-style-type: none"> Processing the tentative parcel map. Plan Check services (Including Civil, Water, Sewer, Drainage, Grading, Traffic, Streets, Landscaping, Irrigation, etc. Not limited to these) Mitigation Monitoring of the EIR mitigation measures Inspection (Any civil inspection that is not covered in the City's Building Permit. <p>The trust deposit account shall be maintained and replenished upon demand as provided herein. The trust deposit shall be governed by a deposit agreement. The trust deposit account shall be maintained separate from other City funds and shall be non-interest bearing. City may make demands for additional deposits to cover all expenses projected over a period of 60 days, and funds shall be deposited within 10 days of the request therefore, or work may cease on the Project. An initial deposit of \$50,000 is required to cover processing costs. The developer shall pay the cost for review and approval of such agreements and deposit necessary funds pursuant to a deposit agreement.</p>	
1.6	<p>Fixed Fee Services: City Building and Plan Check Fees.</p> <p>The Developer shall pay all fees associated with Building Plan Check, Building Permits within the Project. In addition, the Developer shall pay all fees associated with tentative parcel map application and the final parcel map. These fees shall not be deducted from the Trust Deposit Account.</p>	
1.7	<p>Other Agency Fees.</p> <p>Fees owed to other agencies, including but not limited to Los Angeles County Fire Department, Los Angeles County Sanitation District, Cal Water and Los Angeles Unified School District, shall be paid by the Developer. These fees shall not be deducted from the Trust Deposit Account.</p>	
1.8	<p>Approvals Required on Plans.</p> <p>Copies of the signed Development Agreement Conditions of Approval; Design Review Conditions of Approval; any subdivision maps if applicable and all environmental mitigations shall be included on the plans (full size). The sheet(s) are for information only to all parties involved in the construction/grading activities and are not required to be wet sealed/stamped by a licensed Engineer/Architect.</p>	___/___/___
1.9	<p>Subject to the Bell Business Center Development Agreement.</p> <p>The site shall be developed and maintained in accordance with the Bell Business Center Development Agreement and subsequent approvals described therein as well as applicable provisions of the Zoning Ordinance and conditions contained herein.</p>	___/___/___
1.10	<p>Plans to Include Conditions.</p> <p>Copies of the signed Development Agreement Conditions of Approval; Project Review Conditions of Approval; any subdivision maps if applicable and all environmental mitigations shall be included on the plans (full size). The sheet(s) are for information only to all parties involved in the construction/grading activities and are not required to be wet sealed/stamped by a licensed Engineer/Architect.</p>	___/___/___

2. Time Limits

2.1	<p>Parcels F, G and H</p> <p>Site plan and design review approvals for Parcels F, G and H adopted in compliance with this Development Agreement shall expire if building permits are not issued or an approved use commenced two years after the transfer of ownership from the City to the Developer. A one-year extension may be granted by the Community Development Director.</p>	<div> <div></div> <div></div> <div></div> </div>
2.2	<p>Parcel A</p> <p>Site plan and design approvals shall expire three years after conclusion or termination of the lease between the City or its successor and the lessee.</p>	<div> <div></div> <div></div> <div></div> </div>

3. Site Development

3.1

Maximum Building Area. Maximum building area on the four building sites shall not exceed 840,390 sf. Maximum building areas by parcel and land use are presented in the table below. Maximum building areas may be reduced by approval of the Design Review Board. Should the Design Review Board believe such a decision is beyond their discretion, the decision shall be turned over to the Council for approval.

Parcel	Site Acres	Industrial/ Warehouse Space	Ancillary Office Space	Total Building Size
E	14.5	274,860	20,000	294,860
F	11.6	234,528	10,000	244,528
G	3.6	68,002	4,000	72,002
H	10.5	219,000	10,000	229,000
TOTAL PROJECT AREA	40.2	796,390	44,000	840,390

3.2

Land Uses.
The property shall be developed in general compliance with the Scope of Development attached as an Exhibit to the Development Agreement and including allowable land uses and development intensities described therein. Substantial compliance with the Scope of Development shall be determined through the Design Review Process described in this Development Agreement.

3.3	<p>Site Development and Maintenance</p> <p>The site shall be developed and maintained by developer and its successors and assignees in interest, at developer's or its successors' or assignees in interest's sole cost and expense, in accordance with the approved plans which include tentative map, site plans, architectural elevations, exterior materials and colors, landscaping and grading plans on file in the Community Development Department, the conditions contained herein, the Bell Business Center Development Agreement and the Zoning Code. Modifications shall require additional approval of the Community Development Director and may be referred to the Planning Commission or City Council at the Director's discretion. The City shall have the right to enforce proper maintenance, including by the inclusion of this condition in the recorded covenant agreement for the property if required by the City.</p> <ul style="list-style-type: none"> a. Building Maintenance. All building structures and associated improvements shall be maintained consistent with the approved plans and operated in a manner consistent with the approved use. b. Trash and Litter Free. The entire site shall be kept in good, first class condition, free from trash, debris and litter at all times, and all trash, debris and litter shall be removed as soon as possible but at least within 24 hours. c. Graffiti Removal. Graffiti shall be removed within 24 hours. d. Site and Public Improvements Maintenance. All roadway easements, driveways, parking areas, curbs, gutters, sidewalks, drainage facilities, lighting and other improvements, shall be permanently maintained by the property owner in good condition and repair. e. Yards. All yards and open areas shall be kept in condition in accordance with the Bell Municipal Code, without encroachments. f. Landscaping and Irrigation Systems. All landscaping and irrigation systems shall be continuously maintained in good repair by the property owner. Irrigation systems shall not produce overspray. All landscaping shall be maintained in a healthy condition and dying and dead landscaping shall be promptly replaced with similar plant materials meeting the landscape plan and of a size similar to the plant being replaced. 	<div style="text-align: center;">/ /</div>
3.4	<p>Site Plan: All Parcels</p> <p>Prior to acceptance for plan check, site plans and landscaping plans for individual parcels shall be revised to reflect the conditions of approval listed herein and to include the following. Submittals shall be subject to the review and approval of the Community Development Director or Designee. Modifications shall require additional approval of the Community Development Director and may be referred to the Planning Commission or City Council at the Director's discretion.</p> <ul style="list-style-type: none"> a. Driveway Design. Driveways providing access to a parcel from Rickenbacker or 6th Street shall be designed to include stamped and colored concrete. Color and design shall be approved by the Community Development Director prior to construction. b. Lighting Plan. A lighting plan, including a photometric diagram, shall demonstrate that all on-site lighting will be shielded and that direct light will be confined within site boundaries. Parking lot and security lighting shall be clearly identified and be full cut-off fixtures preventing light above the horizontal plane of the fixture. Direct light spill-off shall not be permitted 	

	<p>onto public rights of way or adjacent properties or be allowed to create a public nuisance.</p> <p>c. Trash Receptacles. These facilities are required and shall meet City standards for access, location and screening. The screening structure and landscaping shall complement the design of the main building and the project landscaping by employing similar materials and colors. Trash enclosures shall include a decorative cover and automatic locking solid metal doors. The design of the decorative cover shall be subject to separate review and approval by the Community Development Department.</p> <p>d. Utilities. All ground-mounted utility appurtenances, including but not limited to transformers, AC condensers, or backflow preventers, shall be located out of public view and adequately screened through the use of a combination of concrete or masonry walls, berming, and/or landscaping. The location shall be approved by the Community Development Department prior to installation.</p> <p>e. Addresses. All building numbers and individual units shall be identified in a clear and concise manner, including proper illumination.</p> <p>f. Security or Privacy Walls and Fences. Walls and fencing shall be designed to complement the main building on the parcel by using similar colors or decorative materials. Masonry walls along the property lines shall be required on the rear and side yard areas as described in the Development Agreement Attachment __ Scope of Development not fronting on Rickenbacker Road. Use of barbed wire or concertina wire is prohibited.</p>	
3.5	<p>Parcel A– 1st Street/Secondary Access Way Abandonment or Relocation. The Developer shall, prior to termination of the lease, notify the City of their intent to either relocate or abandon the 1st Street/Secondary access way on the east property line connecting to K Street to the south and the railroad tracks to the north. Said relocation or abandonment shall be processed as a new entitlement.</p>	

4. Building Design

4.1	<p>Architecture and Building Materials</p> <p>All parcels shall be developed and maintained in accordance with the approved plans which include site plans, landscape plans building floor plans, architectural elevations, list of approved exterior materials and colors on file in the Community Development Department, the Bell Business Center Development Agreement, the conditions contained herein, and the Zoning Code.</p>	
4.2	<p>Energy Efficient and Sustainable Building Design.</p> <p>All buildings developed on Parcels A, F, G and H shall promote sustainable and energy efficient practices and shall be designed so that they can be constructed and operated in a manner that meets or exceeds the standards for a LEED (Leadership in Energy and Environmental Design) GOLD certified building.</p>	___/___/___
4.3	<p>Building Design: All Parcels.</p> <p>Prior to acceptance for plan check, building plans for individual parcels shall be</p>	___/___/___

	<p>revised to reflect the conditions of approval listed herein and to include the following. Submittals shall be subject to the review and approval of the Community Development Director or Designee.</p> <ul style="list-style-type: none"> a. Modification Approval. No exterior structural alterations or building color change, other than those colors or building treatments originally approved by this application, shall be permitted without the prior approval of the Community Development Director. b. Roof-Mounted Equipment and Projections. All roof appurtenances, including air conditioners and other roof mounted equipment and/or projections shall be screened from all sides and the sound shall be buffered from adjacent properties and streets as required by the Planning Division. Such screening shall be architecturally integrated with the building design and constructed to the satisfaction of the Community Development Director. Any roof-mounted mechanical equipment and/or ductwork, that projects vertically more than 18 inches above the roof or roof parapet, shall be screened by an architecturally designed enclosure which exhibits a permanent nature with the building design and is detailed consistent with the building. Any roof-mounted mechanical equipment and/or ductwork, that projects vertically less than 18 inches above the roof or roof parapet shall be painted consistent with the color scheme of the building. Details shall be included in building plans. c. Roll-up Doors. Roll-up doors and service doors shall be painted to match main building colors. d. A color and materials board for all exterior colors shall be submitted to the Community Development Director for approval. All approvals must be obtained prior to installation. Colors and materials shall be approved separately from the working drawings. e. All building drainage shall be interior with no exterior downspouts or gutters. f. The location of all backflow devices shall be approved by the City prior to installation. Backflow devices shall be located the greatest extent possible from the front property line. g. Tarps are prohibited from use as carports, patio covers, shade covers, and covers for outdoor storage in all front and side yard setback areas, rear yard areas and over circulations areas. h. The installation of exterior security doors, gates, and window coverings, including but not limited to bars, grills, and overhead roll down doors, or any exterior mounted covering of any type, shall be prohibited, except that burglar bars shall be allowed on rooftop skylights and roll up dock loading doors shall be allowed in truck courts and loading areas per plan. 	
--	---	--

5. Parking, Loading and Vehicular Access

5.1	<p>Circulation Plan Prior to precise grading plan and drainage plan, a circulation plan prepared showing on-site circulation and access points shall be approved by the City Engineer.</p>	
-----	---	--

5.2	<p>Parking, Loading, Access and On-Site Circulation Design. Parking and loading facilities, access points and on-site circulation shall be developed in accordance with the approved plans which include tentative map, site plans, landscaping and grading plans on file in the Community Development Department, the conditions contained herein, the Bell Business Center Development Agreement and the Zoning Code. Modifications that are not minor modifications shall require additional approval of the Design Review Board.</p> <ul style="list-style-type: none"> a. Landscape Island Dimensions. All parking lot landscape islands shall have a minimum outside dimension of 6 feet and shall contain a 12-inch walk adjacent to the parking stall (including curb). b. Security Gate Review. Plans for any security gates shall be submitted to the Community Development Director, City Engineer, and County of Los Angeles Fire Department for review and approval prior to issuance of building permits. c. Handicap accessible stalls shall be provided as called for in the Bell Municipal Code. 	
5.3	<p>Number of Parking Spaces Prior to Issuance of Building Permits, the developer shall demonstrate compliance with the parking requirements for the project at the following ratios as specified in the Development Agreement and referenced below:</p> <ul style="list-style-type: none"> a. Office - 1 space per 250 square feet b. Warehousing/Logistics <ul style="list-style-type: none"> 1 space per 1,000 square feet for the first 20,000 square feet; 1 space per 2,000 square feet for the second 20,000 square feet; 1 space per 4,000 square feet for all space in excess of the first 40,000 square feet. 	___/___/___
5.4	<p>Parking Space Size</p> <ul style="list-style-type: none"> a. Conventional Parking Spaces. Minimum dimensions shall be 9 feet by 20 feet. b. Compact Parking Spaces. Minimum dimensions shall be 8 feet by 18 feet. The number of compact space shall not exceed 20% of required spaces. 	___/___/___
5.5	<p>Loading Areas Screened Design of loading areas shall be subject to the review and approval of the Community Development Director or Designee.</p> <ul style="list-style-type: none"> a. Parcels G and H: Loading areas shall be screened from view by the building. No loading facilities shall be located fronting on Rickenbacker Road or 6th Street. b. Parcel F, without railroad spur access (as reflected in EIR site plan Parcels F & G, Option 4): Loading areas shall be screened from view by the building. No loading facilities shall be located fronting on Rickenbacker Road or 6th Street. c. Parcels A and F, without railroad spur access (as reflected in all other 	___/___/___

	EIR site plan options): Loading areas may be permitted fronting on Rickenbacker Road. Location and design will be subject to the review and approval of the Community Development Director. Trucks loading along Rickenbacker shall be screened with decorative walls and/or mounded landscaping.	
5.6	Center Swales Prohibited. Driveway and Parking Areas shall not incorporate center swales. All drainage in common and private use areas shall be underground and shall not incorporate open gutters or swales.	___/___/___

6. Trip Reduction

6.1	<p>Trip Reduction Compliance.</p> <p>The site plan, parking areas and landscape plans for each parcel shall be designed to comply with the following trip reduction standards. Compliance will be subject to the review and approval of the Community Development Director or Designee.</p> <ul style="list-style-type: none"> a. A minimum of 10 bicycle storage spaces shall be provided. The design and location of the spaces shall be shown on the final landscape plans and review and approved by the Community Development Director prior to the issuance of building permit b. Carpool and vanpool designated off-street parking close to the building shall be provided at a rate of 5 percent of the total parking area. c. Category 5 telephone cable or fiber optic cable shall be provided. 	___/___/___
-----	--	-------------

7. GHG/AQ - Design

7.1	Developer shall ensure provision of preferential parking locations for EVs and CNG/LNG vehicles.	___/___/___
7.2	Developer shall ensure provision of grass paving, tree shading, or reflective surface for unshaded parking lot areas, driveways, or fire lanes that reduce standard black asphalt paving by 10% or more.	___/___/___
7.3	Developer shall ensure electrical outlets shall be installed on the exterior walls of all buildings (and perhaps parking lots) to promote the use of electric landscape maintenance equipment.	
7.4	Developer shall provide secure, weather-protected bicycle parking for employees.	
7.5	Developer shall provide direct, safe, attractive pedestrian access from project to transit stops and adjacent development.	
7.6	Developer shall provide showers and lockers for employees bicycling or walking to work.	
7.7	Developer shall provide short-term bicycle parking for retail customers and other non-commute trips.	
7.8	Developer shall connect bicycle lanes/paths to city-wide network as available.	
7.9	Developer shall design and locate buildings to facilitate transit access, e.g.	

	locate building entrances near transit stops, eliminate building setbacks, etc.	
7.10	To reduce energy demand associated with potable water conveyance, the Project shall implement the following: <ul style="list-style-type: none"> a. Landscaping palette emphasizing drought tolerant plants; b. Use of water-efficient irrigation techniques c. U.S. EPA Certified WaterSense labeled or equivalent faucets, high efficiency toilets (HET's), and water-conserving shower heads. 	
7.11	Project shall comply with applicable provisions of state law, including the California Green Building Standards Code (Part 11 of Title 24 of the California Code of Regulations)(CALGREEN).	
7.12	Developer shall provide a display case or kiosk displaying transportation information in a prominent area accessible to employees or residents.	
7.13	The truck access gates and loading docks within the truck courts on the project Sites shall be posted with signs which state: <ul style="list-style-type: none"> a. Truck drivers shall turn off engines when not in use b. Diesel trucks servicing the project shall not idle for more than 3 minutes c. Telephone numbers of the building facilities manager and the CARB to report violations 	
7.14	The Project will reduce vehicle miles travelled and emissions associated with trucks and vehicles by implementing the following measures: <ul style="list-style-type: none"> a. Pedestrian and bicycle connections shall be provided to surrounding areas consistent with the City's General Plan. b. Preferential parking (striped and signed) shall be provided for carpools and vanpools. 	
7.15	In order to reduce Project-related air pollutant and greenhouse gas (GHG) emissions, and promote sustainability through conservation of energy and other natural resources, building and site plan designs shall ensure that the Project energy efficiencies surpass (exceed) applicable (2008) California Title 24 Energy Efficiency Standards by a minimum of 15 percent. Verification of increased energy efficiencies shall be documented in Title 24 Compliance reports provided by the Applicant, and reviewed and approved by the City prior to the issuance of the first building permit.	

8. Landscaping and Water Supply

8.1	<p>Landscaping Plans</p> <p>For each parcel, detailed landscape and irrigation plans shall be prepared by a licensed landscape architect and submitted for Community Development Director for review and approval prior to the issuance of building permits. The plan shall include:</p> <ul style="list-style-type: none"> a. Final design of the perimeter parkways, walls, landscaping, and sidewalks. b. A minimum of 30% of trees planted within industrial projects shall be specimen size trees - 24-inch box or larger. c. Within parking lots visible to the public, trees shall be planted at a rate of one 15-gallon tree for every five parking stalls. d. Trees planted in the front yard setback shall be a minimum 36" box tree. e. Trees shall be planted in areas of public view adjacent to and along structures at a minimum rate of one tree per 30 linear feet of building. 	<p>____/____/____</p>
-----	--	-----------------------

	<p>f. Turf in front setback areas will include mounded sod, foundation planting and shrubs.</p> <p>g. Screening of parking and ground-mounted utilities shall be accomplished through the use of plant materials, walls and mounding.</p> <p>h. All landscaped areas shall be supplied with automatic irrigation systems.</p>	
8.2	<p>Water Conservation Design. Landscaping and irrigation shall be designed to conserve water through the principles of water efficient landscaping and meet all applicable City of Bell standards.</p>	___/___/___
8.3	<p>Water Supply.</p> <p>a. The Developer will install water efficient devices and landscaping according to the requirements of the California Water Company's water use efficiency ordinance(s), if any, at the time of construction of the Project to reduce the impact of this project on regional water supplies.</p> <p>b. Prior to project construction, the Developer is required to meet with California Water Company staff to develop a plan of service. The plan of service will include, but not be limited to, water, wastewater, and recycled water requirements to serve the project.</p> <p>c. The majority of landscaped areas in the project will be designed to use recycled water to the greatest extent possible and to the degree such recycled water service is provided to the site by the California Water Company.</p> <p>d. To reduce demand upon the local water system, the Project shall implement the following:</p> <ul style="list-style-type: none"> • Landscaping palette emphasizing drought tolerant plants; • Use of water-efficient irrigation techniques • U.S. EPA Certified WaterSense labeled or equivalent faucets, high efficiency toilets (HET's), and water-conserving shower heads. 	

9. Signs

9.1	<p>Signs Conceptual The signs indicated on the submitted plans are conceptual only and not a part of this approval. Any signs proposed for this development shall comply with the Sign Ordinance and shall require separate application and approval by the Community Development Director prior to installation of any signs.</p>	___/___/___
9.2	<p>Sign Program. Prior to first building permit submittal for tenant improvements, the developer shall prepare and submit a comprehensive sign program for all four parcels. Subject to review and approval by the Community Development Director, the sign program must include: design, location, size, colors and materials.</p>	___/___/___

BUILDING AND SAFETY CONDITIONS

10. General Requirements

10.1	<p>Planning Approval Required. At the completion of the project, final approval from the Planning Division shall be obtained prior to Building and Safety Division final approval. All conditions of approval shall be met prior to final approval by the Planning Division.</p>	
10.2	<p>Plan Submittals Submit three complete sets of plans including the following:</p> <ul style="list-style-type: none"> a. Site/Plot Plan; b. Foundation Plan; c. Floor Plan; d. Ceiling and Roof Framing Plan; e. Electrical Plans including the size of the main switch, number and size of service entrance conductors, panel schedules, and single line diagrams; f. Plumbing and Sewer Plans, including isometrics, underground diagrams, water and waste diagram, sewer system location, fixture units, and heating and air conditioning; and g. Planning Division Project Number (i.e., CUP#, ARB #) clearly identified on the outside of all plans. 	___/___/___
10.3	<p>Interior Air Quality. The Project specifications shall require a minimum of two interior air changes per hour with active warehouse ventilation. This condition shall be augmented with louvered smoke hatches (skylights) and exterior louvers as necessary to accomplish.</p>	
10.4	<p>Construction Access Plan Required. The developer shall submit a construction access plan and work schedule for the development of the project for Community Development Director and City Engineer approval; including, but not limited to, public notice requirements, special street posting, phone listing for community concerns, hours of construction activity, dust control measures, and security fencing.</p>	
10.5	<p>Calculations. Submit two sets of structural calculations, energy conservation calculations, and a soils report. Architect's/Engineer's stamp and "wet" signature are required prior to plan check submittal.</p>	___/___/___
10.6	<p>Licenses and Workman's Compensation Documentation Contractors must show proof of State and City licenses and Workers' Compensation coverage to the City prior to permit issuance.</p>	___/___/___
10.7	<p>Permits for Fences and Freestanding Walls Walls and fences shall be decorative. Separate permits are required for fencing and/or walls over six feet in height.</p>	___/___/___
10.8	<p>Certificate of Occupancy Required Business shall not open for operation prior to posting the Certificate of</p>	___/___/___

	Occupancy issued by the Building and Safety Division.	
--	---	--

11. Site Development

11.1	<p>Plan Submittal Plans shall be submitted for plan check and approved prior to construction. All plans shall be marked with the project file number. The developer shall comply with the latest adopted California Codes, and all other applicable codes, ordinances, and regulations in effect at the time of permit application.</p>	___/___/___
11.2	<p>School Fees Prior to issuance of building permits for a new commercial or industrial development project or major addition, the developer shall pay school fees at the established rate. Developer shall provide a copy of the school fees receipt to the Building and Safety Division prior to permits issuance.</p>	
11.3	<p>Construction Hours Unless otherwise permitted, construction activity shall not occur between the hours of 8:00 p.m. and 6:00 a.m. Monday through Saturday, with no construction on Sunday or holidays.</p>	___/___/___
11.4	<p>Construction Traffic Plan Prior to issuance of building permits, the developer shall submit a construction traffic plan. The plan shall address: traffic hours and routes and shall provide mitigation measures if necessary. The plan shall be subject to review and approval by the City Engineer.</p> <p>Developer shall provide temporary traffic controls, such as a flag person, during all phases of construction to maintain smooth traffic flow.</p>	___/___/___
11.5	<p>Noise Control.</p> <ol style="list-style-type: none"> All trucks, tractors, and forklifts shall be operated with proper operating and well maintained mufflers. Maintain quality pavement conditions that are free from bumps to minimize truck noise. The truck access gates and loading docks within the truck courts on the project Sites shall be posted with signs which state: <ul style="list-style-type: none"> Truck drivers shall turn off engines when not in use. Diesel trucks servicing the project shall not idle for more than 3 minutes, which shall be designated on plans, specifications, and contract documents, and shall also be posted on an on-site sign; Telephone numbers of the building facilities manager and the CARB to report violations. 	

12. New Structures

12.1	<p>Tenant Improvement Plan Check Upon tenant improvement plan check submittal, additional requirements may be needed.</p>	___/___/___
------	--	-------------

13. Existing Structures

13.1	Remove Existing Slabs Existing slabs shall be removed, the site regraded to the satisfaction of the Engineering Division.	___/___/___
13.2	Remove Existing Sewage Disposal Facilities Existing sewage disposal facilities shall be removed, filled and/or capped to comply with the California Building and Plumbing Codes.	
13.3	Location of Underground Utilities Underground on-site utilities are to be located and shown on building plans submitted for building permit application.	___/___/___
13.4	Asbestos (ACM) and LBP (Lead-Based Paint) Removal and Disposal Prior to the issuance of a grading or building permit, a Certified Environmental Professional shall confirm the presence or absence of ACMs and LBPs prior to structural demolition/renovation activities. Should ACMs or LBPs be present, demolition materials containing ACMs and/or LBPs shall be removed and disposed of at an appropriately permitted facility.	___/___/___

14. Grading

14.1	Grading Plan Requirements Sets of conceptual grading plan that shows APN; area of subject property; building setback lines for front, sides and rear of each lot per the zoning of the site; existing land uses of surrounding properties; existing and proposed topographic contour lines with key elevations; drainage pattern with direction of flow; location of onsite and off-site existing and proposed drainage facilities; existing and proposed right of way including curb, gutter, sidewalk, fire hydrants, water line sewer line and street lights; physical features on the property lines such as fences, walls, power poles building to be demolished, slopes etc.; proposed pad elevations of buildings; cross sections showing the relationship of the proposed grading to that of surrounding grades; typical street cross sections with proposed construction notes for public improvements; existing and proposed onsite and off-site water and sewer systems; location of landscaping areas. The existing improvements shall be depicted using a dashed line, and proposed improvements shall be drawn in a solid line. No alley type gutters shall be permitted in driveway isles between parking lot areas.	___/___/___
14.2	Preliminary Soils Report Sets of preliminary soils report, title report and reference underlying maps or easement documents. The report shall be prepared by a qualified engineer licensed by the State of California to perform such work.	
14.3	Final Grading Plans Grading of the subject property shall be in accordance with California Building Code, City Grading Standards, and accepted grading practices. Prior to issuance of grading permit by the City of Bell, the final grading (precise grading) plan shall be in substantial conformance with the approved grading plan	___/___/___

	showing building footprints, new and revised pads and elevations of finished grades, drainage routes, retaining walls, erosion and sediment control, Best Management Practices (BMPs) conforming to the approved Watershed Management Program accompanying LID and Green Street Policies.	
14.4	<p>GHG/AQ - Construction Phase and SCAQMD Rule 403 and 402 Compliance</p> <p>Prior to issuance of any Grading Permit, the City Engineer and the Chief Building Official shall confirm that the Grading Plan, Building Plans, and specifications stipulate that, in compliance with SCAQMD Rule 403, excessive fugitive dust emissions shall be controlled by regular watering or other dust prevention measures, as specified in the SCAQMD's Rules and Regulations. In addition, SCAQMD Rule 402 requires implementation of dust suppression techniques to prevent fugitive dust from creating a nuisance off-site. Implementation of the following measures will reduce short-term fugitive dust impacts on nearby sensitive receptors and shall be noted on the grading plans:</p> <ol style="list-style-type: none"> Developer shall complete all roadways, driveways, sidewalks etc. as soon as possible, and shall ensure that building pads are laid as soon as possible after grading unless seeding or soil binders are used, and shall ensure all construction access roads are paved at least 100 feet on to the site from the main road; All active portions of the construction site shall be watered every three hours during daily construction activities and when dust is observed migrating from the project site to prevent excessive amounts of dust; All disturbed unpaved roads, stockpiles, and disturbed areas within the project must be watered at least three (3) times daily during dry weather; All streets shall be swept at least once daily using SCAQMD Rule 1186 certified street sweepers, with water trucks if visible soil materials are carried to adjacent streets; Pave or apply water every three hours during daily construction activities or apply non-toxic soil stabilizers on all unpaved access roads, parking areas, and staging areas. More frequent watering shall occur if dust is observed migrating from the site during site disturbance; Developer shall limit fugitive dust sources to 20% opacity; Developer shall require a dust control plan for earthmoving operations; Any on-site stockpiles of debris, dirt, or other dusty material shall be enclosed, covered, or watered twice daily, or non-toxic soil binders shall be applied; Developer shall cease all clearing, grading, earth-moving, or excavation activities when winds exceed 25 miles per hour in order to limit fugitive dust emissions; Disturbed areas shall be replaced with ground cover or paved immediately after construction is completed in the affected area; Gravel bed trackout aprons (3 inches deep, 25 feet long, 12 feet wide per lane and edged by rock-berm or row of stakes), in addition to other trackout control devices including wheel shakers and washers, shall be installed and maintained to reduce mud/dirt trackout from unpaved truck exit routes; Developer shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less; All on-site roads shall be paved as soon as feasible, watered twice daily, or chemically stabilized; 	— / — / —

	<ul style="list-style-type: none"> n. Visible dust beyond the property line which emanates from the project shall be prevented to the maximum extent feasible; o. All material transported off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust prior to departing the job site, and at least six inches of freeboard space from the top of the container shall be maintained; p. Reroute construction trucks away from congested streets or sensitive receptor areas, and shall configure construction parking to minimize traffic interference; q. Developer shall provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site r. All delivery truck tires shall be watered down and/or scraped down prior to departing the job site; s. Developer shall ensure that any site access point within 30 minutes of any visible dirt deposition on any public roadway shall be swept or washed; and t. A person shall be designated to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off-site, and developer shall post a publicly visible sign with the telephone number and contact person's name, who can be reached 24 hours a day. u. Developer shall ensure that all construction forklifts shall be electric or natural gas powered, where feasible. Feasibility shall be determined using South Coast Air Quality Management District guidelines and appropriate input from that agency. 	
14.5	<p>GHG/AQ - Further Construction Conditions.</p> <ul style="list-style-type: none"> a. Developer shall ensure that any vegetative cover to be utilized onsite shall be planted as soon as possible to reduce the disturbed area subject to wind erosion. Irrigation systems required for these plants shall be installed as soon as possible to maintain good ground cover and to minimize wind erosion of the soil; b. Developer shall ensure that only "Zero-Volatile Organic Compounds" paints (no more than 150 gram/liter of VOC) and/or High Pressure Low Volume (HPLV) applications consistent with South Coast Air Quality management District Rule 1113 shall be used; c. Developer shall ensure installation of catalytic converters on gasoline-powered equipment; d. Developer shall ensure that all construction forklifts shall be electric or natural gas powered, where feasible. Feasibility shall be determined using South Coast Air Quality Management District guidelines and appropriate input from that agency. e. Developer shall ensure suspension of use of all construction equipment operations during second stage smog alerts. f. To ensure the technology can be employed when it becomes commercially available, the developer(s)/successor(s) shall install electrical infrastructure to accommodate electrical equipment (e.g. appropriately sized panels, conduit runs, etc.) to accommodate electrical charging for long haul trucks. g. Businesses operating on the site shall comply with the Clean Trucks Program for the Ports of LA and Long Beach to the extent permissible 	

	<p>by law.</p> <p>h. In the event a tenant is secured before construction ("Build to Suit") and the tenant has a specific requirement for on-site electrical vehicle charging or natural gas fuelling facilities, Developer shall coordinate the construction of such facilities to meet this demand.</p> <p>i. Developer will commit \$100,000 as a grant to the Businesses to promote the use of clean fuel heavy-duty trucks. These funds could be utilized in a number of ways (including, but not limited to CNG/LNG fleet conversions, purchase of new (model year 2010 or later) trucks or hostlers, participate in demonstration project with the Port of LA and LB and/or South Coast Air Quality Management District or California EPA, or upgrading facilities to accommodate the infrastructure necessary to support a "clean fuel" fleet component. Such targeted use would be memorialized through the lease or other binding agreement between Developer and the Business. Grant availability is contingent upon success in obtaining New Market Tax Credits (NMTC) with the assistance of the City (such effort being required by the language in the Project Development Agreement). If Businesses on site are unable to comply (within reason) with the Clean Truck Program per the prior condition, the \$100,000 grant will serve as a safe harbor provision to preclude further enforcement action of this requirement. Within reason suggests that the Businesses can prove that there are sufficient barriers, such as an economic burden, the purchase of emergency equipment, and market unavailability, so that it is unable to comply.</p>	
14.6	<p>Grading Plan Approval</p> <p>The final grading plan, appropriate certifications and compaction reports shall be completed, submitted, and approved by the Building and Safety Division prior to the issuance of building permits.</p>	___/___/___
14.7	<p>Grading Plan Check Required</p> <p>A separate grading plan check submittal is required for all new construction projects and for existing buildings where improvements being proposed will generate 50 cubic yards or more of combined cut and fill. The grading plan shall be prepared, stamped, and signed by a California registered Civil Engineer.</p>	___/___/___
14.8	<p>Public Resources Code Compliance</p> <p>The following note shall be placed on the grading plan prior to issuance of grading permit:</p> <p><i>In the event human remains are found during construction, no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98 and California Health and Safety Code Section 7050.5.determined; within two working days of notification of the discovery. If the County Coroner determines that the remains are or believed to be Native American, the County Coroner shall notify the Native American Heritage Commission in Sacramento within 48 hours. In accordance with Section 5097.98 of the California Public Resources Code,</i></p>	___/___/___

	<p><i>the NAHC must immediately notify those persons it believes to be the most likely descended from the deceased Native American. The descendants shall complete their inspection within 48 hours of being granted access to the site. The designated Native American representative would then determine, in consultation with the property owner, the disposition of the human remains.</i></p>	
14.9	<p>Final Grading Plan Compliance with Parcel Map The following note shall be placed on the grading plan prior to issuance of grading permit:</p> <p><i>The final grading plan for this parcel shall be substantially the same, specifically with regard to pad elevations, size, and configuration; as the proposed grading illustrated on the approved Tentative Parcel Map. If there is a significant deviation between the two plans the Community Development Director and the City Engineer will review the plans and determine if a finding of substantial conformance can be made prior to the issuance of a grading permit. The Community Development Director and the City Engineer may refer the matter to the Planning Commission for an opinion before making a decision. Failure to achieve such a finding will require processing a revised Tentative Map; prior to recordation of a Final Parcel Map.</i></p>	___/___/___
14.10	<p>Paleontological Resources Protection The following note shall be placed on the grading plan prior to issuance of grading permit:</p> <p><i>In the event that paleontological resources are unearthed during subsurface construction activities, a Los Angeles County-certified paleontologist shall be retained to evaluate the discovery prior to resuming grading in the immediate vicinity of the find. If the paleontological resources are found to be significant, the paleontologist shall determine appropriate actions, in cooperation with the City of Bell and property owner, which ensure proper exploration and/or salvage. A technical report shall be prepared and include the period of inspection, a catalogue and analysis of the fossils found, and the present repository of the fossils. The Project Developer shall prepare excavated material to the point of identification and shall offer excavated finds for curatorial purposes to the County of Los Angeles, or its designee, on a first refusal basis.</i></p>	___/___/___
14.11	<p>Grading Agreement Required Prior to issuance of a grading permit, the developer shall guarantee completion of grading by posting adequate security and entering into a grading agreement with the City. Surety with an agreement shall be executed guaranteeing completion of all on-site drainage facilities necessary for dewatering all parcels to the satisfaction of the Building and Safety Official prior to the issuance of grading permits.</p>	___/___/___
14.12	<p>Groundcover Required All slope banks in excess of 5 feet in vertical height shall be seeded with native</p>	___/___/___

	grasses or planted with ground cover for erosion control upon completion of grading or some other alternative method of erosion control shall be completed to the satisfaction of the Building and Safety Official. In addition, a permanent landscape irrigation system shall be provided.	
14.13	<p>Environmental Assessment Mitigations Completed</p> <p>The mitigations defined in the Environmental Assessment Phase 1 and 2 shall be completed prior to Site Plan Approval. To the extent that any contamination or other environmental issues are discovered by virtue of such assessments or other environmental reports that require remediation, developer shall be required to remediate such matters prior to issuance of grading permits.</p>	___/___/___

ENGINEERING DEPARTMENT CONDITIONS

15. Traffic

15.1	<p>Sight Distances Maintained</p> <p>All onsite and offsite landscaping, walls, fences, and monument signage shall be subject to the review and approval of the City Engineer to ensure sight distance is not obstructed.</p>	___/___/___
15.2	<p>Traffic Management Plan Required</p> <p>Prior to the issuance of any grading or building permits, the Project Developer shall prepare a Traffic Management Plan (TMP) to address traffic and safety concerns resulting from any lane closure(s) necessary to implement the Conditions of Approval. At a minimum, the TMP shall include measures to accomplish the following:</p> <ul style="list-style-type: none"> a. Clearly denote lane closures, detours, and turning restrictions, with appropriate signs and other traffic control devices to alert travelers; b. Ensure vehicular and emergency access to the project area is maintained during construction; and c. Maintain pedestrian circulation; and d. Construction equipment traffic shall be controlled by flaggers, as appropriate. 	
15.3	<p>Traffic Management Plan Approval and Implementation</p> <p>The TMP shall be reviewed and approved by the City Engineer for compliance with the California Manual on Uniform Traffic Control Devices. The TMP shall be implemented by a qualified contractor holding a valid C31 license.</p>	___/___/___
15.4	<p>Traffic Controls at Project Entries</p> <p>Prior to issuance of a Certificate of Occupancy by the City of Bell, the project developer shall design and construct, to the satisfaction of the City Engineer, signing, striping, & markings to indicate allowed/prohibited truck movements onsite and at the project entry points identified by the City Engineer</p>	___/___/___
15.5	<p>Driveway Access Required During Business Hours</p> <p>All approved project driveways shall remain open to traffic during business</p>	___/___/___

	hours and all other times when vehicles are expected to enter or exit the site.	
15.6	On-street Parking or Staging of Vehicles Prohibited On-street parking or staging of vehicles will not be permitted to occur in conjunction with operation of the project facility. If actual parking or loading demand exceeds that provided, the project developer shall either reconfigure the site to accommodate the demand or provide additional parking offsite within a reasonable walking distance. The design and construction of any site reconfiguration is subject to City review and approval. The arrangements for offsite parking, as well as any associated design and construction, are subject to City review and approval.	___/___/___

16. Street Improvements

16.1	Rickenbacker Improvements All roadway improvements on Rickenbacker and 6 th Street shall be the responsibility of the Developer, as deemed necessary by the Community Developer Director including but not limited to installation of water, sewer, fire hydrants, street lights, storm drainage, curb and gutter and street pave-out.	
16.2	Rickenbacker Improvements Right of Entry Developer must obtain permission from property owners to make improvements along Rickenbacker to make necessary improvements.	
16.3	Public Improvements Construction Phasing If the developer wishes to phase construction, a phasing program shall be submitted to the City Engineer for review and approval prior to grading.	___/___/___
16.4	Improvement Plan Requirements Improvement plans shall be based upon a centerline profile extending beyond the project boundaries a minimum distance of 150 feet at a grade and alignment approved by the City Engineer.	
16.5	Coordination with Adjacent Improvements The street design and improvement concept of this project shall be coordinated with adjacent improvements.	___/___/___
16.6	Street Improvement Design Standards Street improvement plans shall be submitted to the City Engineer for review and approval prior to issuance of grading or construction permits. The street improvement plans shall comply with the City Engineering Division design standards.	
16.7	Sewer and Water Improvement Plans Approval Water improvement plans including distribution system and appurtenances shall be approved by the County of Los Angeles Fire Department (as applicable), the Water District/Company, and the City Engineer. Sanitary sewer plans shall be approved by the Los Angeles Sanitary Sewer District and the City Engineer.	___/___/___

17. Public Maintenance Areas

17.1	<p>Landscaping and Irrigation Plan Review and Approval</p> <p>A separate set of landscape and irrigation plans per Engineering Public Works Standards shall be submitted to the Engineering Services Division for review prior to final map approval or issuance of building permits, and approval of such plans will be a pre-requisite for issuance of a Certificate of Occupancy.</p>	___/___/___
17.2	<p>Landscaping and Irrigation Maintenance</p> <p>All required public landscaping and irrigation systems shall be continuously maintained by the developer to the satisfaction of the City of Bell.</p>	

18. Drainage and Flood Control

18.1	<p>General Permit for Stormwater Discharge Compliance Required</p> <p>Prior to the issuance of a grading permit, the developer shall demonstrate to the Director of Community Development Department and the City Engineer that coverage has been obtained under California's General Permit for Storm Water Discharge Associated with Industrial Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number to the Building Official. Prior to the issuance of a grading permit, the developer shall submit to the Building Official for review and approval a Stormwater Pollution Prevention Plan (SWPPP). A copy of the approved SWPPP shall be kept at the project site and available for review upon request.</p>	
18.2	<p>LID and Green Street Best Management Practices Required</p> <p>Prior to the issuance of a grading permit, the developer shall prepare a Low Impact Development (LID) program and Green Street policy specifically identifying the Best Management Practices (BMP's) that will be used on site to control predictable pollutant runoff. The plan shall identify the types of structural and non-structural measures to be used. The plan shall comply with the City of Bell Watershed Management Program accompanying LID Ordinance and Green Street Policies. The MS4 Permit (Order No. R-2012-0175) was adopted by the California Regional Water Quality Control Board, Los Angeles Region on November 8, 2012 and became effective on December 28, 2012.</p> <p>Particular attention should be addressed to the appendix section "Best Management Practices for Post Development." The LID shall clearly show the locations of structural BMP's, and assignment of long term maintenance responsibilities (which shall also be included in the Maintenance Agreement). The plan shall be prepared to the general form and content shown in the Los Angeles County SUSMP template and shall be submitted to the City Engineer for review and approval.</p>	___/___/___

18.3	<p>LID and Green Street Best Management Practices Compliance</p> <p>Prior to the issuance of a certificate of occupancy, the developer shall demonstrate that all structural Best Management Practices (BMPs) and Green Street policies described in the project's LID have been constructed and installed. In addition, the developer is prepared to implement all non-structural BMP's described in the LID. Two (2) copies of the LID program shall be available on-site. Prior to the issuance of a certificate of occupancy, all equipment shall be in place and in good working order as indicated in the SUSMP.</p>	___/___/___
18.4	<p>Hydrology and Hydraulic Report Required</p> <p>Prior to the issuance of a grading permit, a complete hydrology and hydraulic study (include off-site areas affecting the development) shall be prepared by a qualified engineer and shall be submitted to the City Engineer for review and approval. The report shall include detailed drainage studies indicating how the grading, in conjunction with the drainage conveyance systems including applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding, will allow building pads to be safe from inundation from rainfall runoff which may be expected from all storms up to and including the theoretical 50-year flood per the Los Angeles County Flood Control District Hydrology Manual. The project development shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. If the quantities exceed the existing downstream capacity, the developer shall provide adequate drainage facilities to mitigate the impact as approved by the City Engineer.</p>	___/___/___
18.5	<p>Trees Prohibited Near Public Storm Drains</p> <p>Trees are prohibited within 5 feet of the outside diameter of any public storm drain pipe measured from the outer edge of a mature tree trunk.</p>	___/___/___
18.6	<p>Los Angeles County Flood Control District Permit Required</p> <p>A permit from the Los Angeles County (LAC) Flood Control District is required for new connections and work within its right-of-way.</p>	___/___/___
18.7	<p>Drainage Easements on Final Map</p> <p>Drainage easements, when required, shall be shown on all final maps and noted as follows: "Drainage Easement - no buildings, obstructions, or encroachments by landfills are allowed."</p>	___/___/___
18.8	<p>10-Year and 100-Year Storm Flow Containment</p> <p>Prior to the approval of the improvement plans, the hydrology study shall show that the 10-year storm flow will be contained within the street from curb to curb and the 100-year storm flow shall be contained within the street right-of-way. When either of these criteria is exceeded, additional drainage facilities shall be installed. At the same time, drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency flow bypass shall also be provided as approved by the City Engineer.</p>	___/___/___

18.9	Drainage Design All parcels shall drain toward the street unless otherwise approved by the City Engineer. The drainage to the street shall be by side yard swales independent of adjacent lots or by an underground piping system in accordance with City standards.	___/___/___
18.10	Off-Site Drainage Disposal. The project shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. The storm drain design and improvements shall be subject to review and approval of the City Engineer. The City does allow use of streets for drainage purposes in most instances. Should the quantities exceed the street capacity or if the use of streets is prohibited for drainage purposes, the developer shall provide adequate facilities as approved by the City Engineer.	___/___/___
18.11	Fire Access Roadway Plan Required The fire access roadway plan shall be submitted to the County of Los Angeles Fire Department and the City Engineer for approval.	___/___/___
18.12	Notice of Termination Submitted to State Prior to issuance of Certificate of Occupancy, the project developer shall submit a Notice of Termination (NOT) to the State Water Resources Quality Control Board (SWRCB) to indicate that construction is completed.	___/___/___
18.13	Drainage Easements Recorded Drainage easements for safe disposal of surface water that are conducted onto or over adjacent properties are to be delineated and recorded to the satisfaction of the Building and Safety Official prior to the issuance of grading and building permits.	___/___/___
18.14	On-site Drainage Improvements Installed Prior to Certificate of Occupancy On-site drainage improvements, necessary for dewatering and protecting the subdivided properties, are to be installed prior to issuance of Certificate of Occupancy permit for construction upon any parcel that may be subject to drainage flows entering, leaving, or within a parcel relative to which a building permit is requested.	___/___/___

19. Final Parcel Map

19.1	Certificate/Condition Certificate of Compliance Required Prior to approval of Final Parcel Map, the developer shall process and record a Certificate of Compliance or Conditional Certificate of Compliance in accordance with the provisions of Section 664989.35 of Subdivision Map Act.	
19.2	Property Owner Association Established If there are any common improvements to be maintained, the developer shall ensure that the Association is established for the purpose of maintaining all private common areas and utilities. The Association documents including any necessary Covenant Conditions and Restrictions	___/___/___

	(CC & Rs) shall be subject to the review and approval of the Planning and Engineering Services Division and the City Attorney. If no map is proposed for the project, a draft CC & Rs shall be submitted to the Planning and Engineering Services Division and the City Attorney for review and approval prior to issuance of building permit, and shall be recorded prior to receiving a Certificate of Occupancy.	
19.3	Reciprocal Access Easements If needed, reciprocal access easements shall be provided ensuring access to all parcels by CC&Rs or by deeds and shall be recorded concurrently with the map or prior to the issuance of building permits, where no map is involved.	___/___/___
19.4	Quitclaims or Relocation of Easements. Developer shall provide quitclaims or relocation of any easement as applicable prior to approval of final map by the City Engineer.	___/___/___
19.5	Private Drainage Easements Noted on Final Map If private drainage easements for accommodating cross-lot drainage shall be provided, the final map shall delineate with proper note for private drainage easement.	___/___/___
19.6	Title Report Required Developer shall provide to the City Engineer for review a preliminary Title Report no older than 60 days from the Final Parcel Map submittal date.	___/___/___
19.7	As-Built Improvement Plans Required Prior to the exoneration of any security, the developer shall submit one (1) duplicate Mylar of the Final Parcel Map and well as all as built public improvements constructed for this project. The plans shall be prepared, in a manner acceptable to the City Engineer.	___/___/___

20. Utilities

20.1	On-site Underground Utilities Provide on-site underground utility services including sanitary sewerage system, water, and gas (optional), electric power, telephone, and cable TV (optional) in accordance with the Utility Standards. Easements shall be provided as required.	___/___/___
20.2	Compliance with Other Utility and Public Service Agency Requirements Water and sewer plans shall be designed and constructed to meet the requirements of the Los Angeles County Sanitation District (Sanitation District), California Water Service Company (Cal Water), and the County of Los Angeles Fire Department (Fire Department). Letters of compliance from the Sanitation District, Cal Water, and the Fire Department are required prior to final map approval or issuance of permits, whichever occurs first.	___/___/___
20.3	Improvement Plan.	___/___/___

	Approvals have not been secured from all utilities and other interested agencies involved. Approval of the final parcel map, building plan approval and improvement plan approval will be subject to any requirements that may be received from those utilities. No permits will be issued until the plans have been approved, except with respect to parcels which will be subdivided, no permits will be issued until both the plans and the subdivisions maps are approved.	
--	--	--

POLICE DEPARTMENT

21. Security Lighting

21.1	Minimum Foot Candle Power and Timing All parking, common, and storage areas shall be lighted to maintain a minimum of 1-foot candle power. These areas should be lighted from sunset to sunrise and be on photo sensed cell.	___/___/___
21.2	Lighting Goals All buildings shall have minimal security lighting to eliminate dark areas around the buildings, with direct lighting to be provided by all entryways. Lighting shall be consistent around the entire development.	
21.3	Vandal-resistant Fixtures Lighting in exterior areas shall be in vandal-resistant fixtures.	___/___/___

22. Security Gates

22.1	Police Keypad Access to Security Gates Prior to Certificate of Occupancy, All businesses with security fencing and gates will provide the police with a keypad access and a unique code or other universal key access as is acceptable to the Police Department. The initial code is to be submitted to the Police Department along with plans for the site and structure. If this code is changed due to a change in personnel or for any other reason, the new code must be supplied to the Police within 24-hours.	___/___/___
------	--	-------------

23. Building Numbering

23.1	Building Numbering Prior to Certificate of Occupancy, numbers and the backgrounds shall be of contrasting color and shall be reflective for nighttime visibility.	
------	--	--

24. County Fire

24.1	Los Angeles County Fire Department Plan Check Developer shall contact the Los Angeles County Fire Department, for compliance with fire regulations. Prior to issuance of building permit, proof of plan check including fire sprinkler plan approval is required.	___/___/___
24.2	Fire Access Roadway Plan Required The fire access roadway plan shall be submitted to the County of Los Angeles Fire Department and the City Engineer for approval.	___/___/___

25. Cultural Resources

25.1	The Developer shall establish a historical marker and/or a permanent public art display which illustrates the cultural and historical significance of the Sleepy Lagoon in the surrounding community and Greater LA Basin. The design of the display, which will be intended to recognize both the cultural significance of Sleepy Lagoon as a meeting place as well as it's historical role in the incident and trial of 1942, shall be subject to review by City staff with input from designated local groups.	
------	---	--

26. Job Creation

26.1	Job Quality Developer shall use best efforts to make sure that future tenants and businesses utilizing the Site (each a "Business") shall provide full time and permanent employment, and shall include language in all leases and sales documents to Businesses that will include the following process, subject to the exemptions described below in Section 26.4 herein: <ul style="list-style-type: none"> • The Business shall maintain a work force complement of which no more than 40% of the jobs are assigned to temporary employees, unless the Business can demonstrate severe economic hardship or documentation that an industry standard of a different percentage prevails, and to adhere to this standard would cause serious competitive disadvantage to the company. • Exemptions shall be allowed for seasonal business peaks up to three times a year for periods not to exceed 90 days. • Such notification shall pass through to future Businesses or purchasers. 	
26.2	Local and Disadvantaged Hiring Developer shall use best efforts to make sure that future tenants and businesses utilizing the Site (each a "Business") shall provide local and disadvantaged hiring opportunities, and shall include language in all leases and sales documents to Businesses that will include the following process, subject to the exemptions described below in Section 26.4 herein: <ul style="list-style-type: none"> • The Business shall make best efforts to assure that no less than 30% of the full time work force is composed of local and disadvantaged employees, in the following order of preference: <ul style="list-style-type: none"> ○ A target of no less than 30% who resides within a 5-7 mile radius of the work site and whose household income is at or below 50% of the area's median income. 	

	<ul style="list-style-type: none"> ○ A target of no less than 10% hiring of individuals who are considered difficult to employ because of homelessness, being a single custodial parent, is on public assistance, has a language barrier, lacks a high school diploma, GED or equivalent, has a mental or physical disability, has been chronically unemployed or has a criminal record or other involvement with the judicial system that hinders employment. • Such notification shall pass through to future Businesses or purchasers. 	
26.3	<p>Developer will provide marketing and other materials that describe and provide linkage to the job source, job training and job placement centers to make that connection as easy as possible for the prospective employer. Developer shall use best efforts to include language in all lease and sale documents to Businesses, subject to the exemptions set forth below in Section 26.4 herein:</p> <ul style="list-style-type: none"> • Business will engage with a job source, job training or job placement center(s) of its choice to provide qualified applicants. Business will define basic job skills needed for each position. • Such job centers will make available and provide training for potential applicants that meet the local and disadvantaged standards set forth in Sections 26.1-26.2 herein, including tailoring training programs to meet business job needs. • Business will advise job center(s) as soon as possible but not less than 10 business days in advance of need/desire to fill positions. Job center will arrange to provide qualified candidates. During the first 5 days of hiring, the business shall select only from the pool of pre-qualified and referred workers, assuming qualified candidates are provided subject to verification by business. • Business has ultimate authority to select its workers. • Business shall attempt to fill positions from job center referrals. If unable to do so in timely fashion (the first five days as referenced above), business may hire in any method but shall still give priority to local and disadvantaged workers. • Business shall not be constrained from moving full time employees from another location to comparable or better jobs at the new location. • The lease or sale agreement shall indicate that this hiring process applies to all initial hires (not transfers and relocation of current workers) and to all subsequent hires for one (1) year. • Business shall provide a yearly update to City personnel to confirm ongoing efforts to comply with this process. Efforts in good faith following the steps in the process shall preclude a failure to comply which could lead to enforcement by the City (e.g. termination of the Development Agreement). • Business shall use best efforts to work with City, local groups, and the job centers in developing a marketing plan to reach out to potential job seekers and enroll them into appropriate training. 	

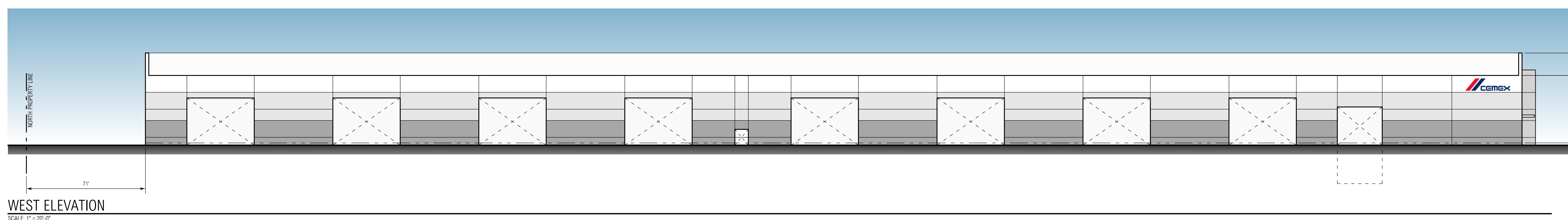
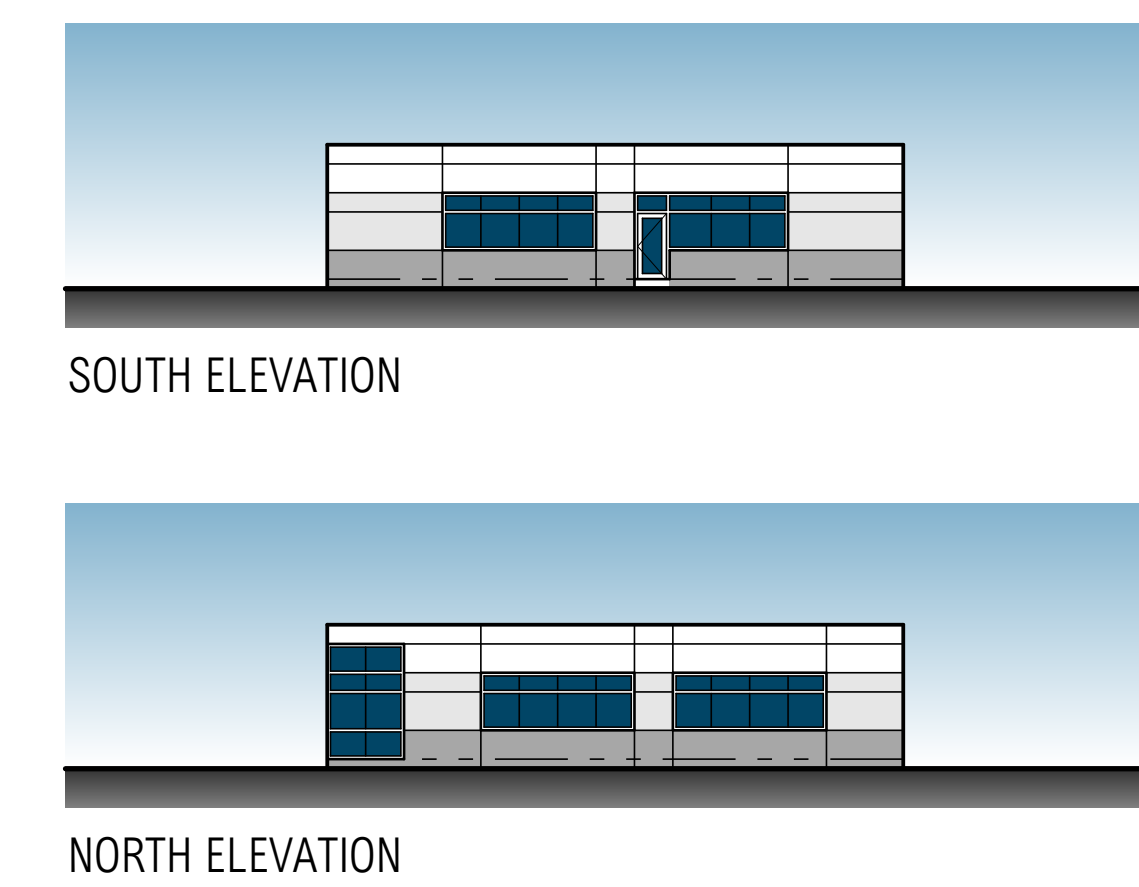
26.4	<p>Exemptions The following exemptions shall apply to the requirements set forth in Sections 26.1-26.3:</p> <ul style="list-style-type: none"> • For a family business, there shall be no constraint on hiring family members, the above notwithstanding. • An emergency replacement of a worker whose job is vacated suddenly and whose absence may cause a hardship is exempt. • Executive and management level positions are exempt. • None of the aforementioned targets or hiring process will require the Business to alleviate their minimum employment criteria (education, prior experience, etc.) as published in employment policies. 	
------	--	--

EXHIBIT E
PURCHASE AND SALE AGREEMENT

[See Attached Purchase and Sale Agreement]



RG&A PROJECT NO:	16090.00
OWNER PROJECT NO:	00000.00
CAD FILE NAME:	16090-00-A3-1
DRAWN BY:	CF
CHK'D BY:	DR
COPYRIGHT	
RG&A, OFFICE OF ARCHITECTURAL DESIGN	
SHEET TITLE	
ELEVATIONS	



Conveyor Belt Covers - Full



Read and understand equipment operators manual before operating or performing maintenance. Failure to do so could result in serious injury or death.

Safety Information

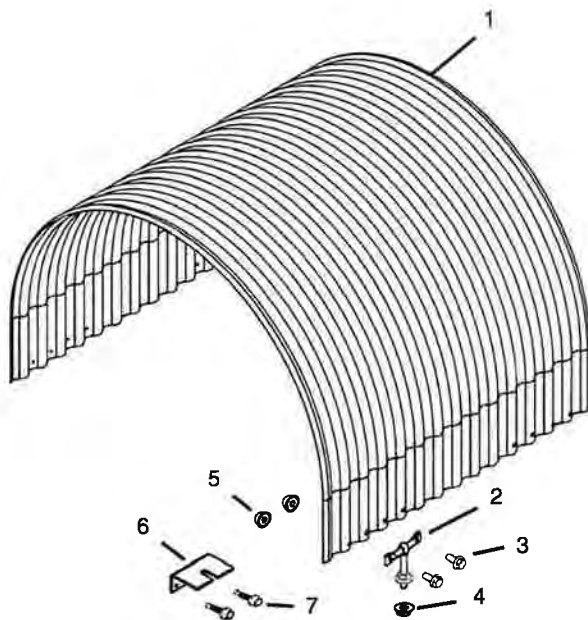
⚠ WARNING

Heed to the following warnings. Failure to do so could result in death or serious injury.

- Lockout/Tagout/Blockout before performing maintenance or installation.
- Use required PPE (personal protective equipment).
- Belt cover is not a safety guard.

Product Overview

Figure 1



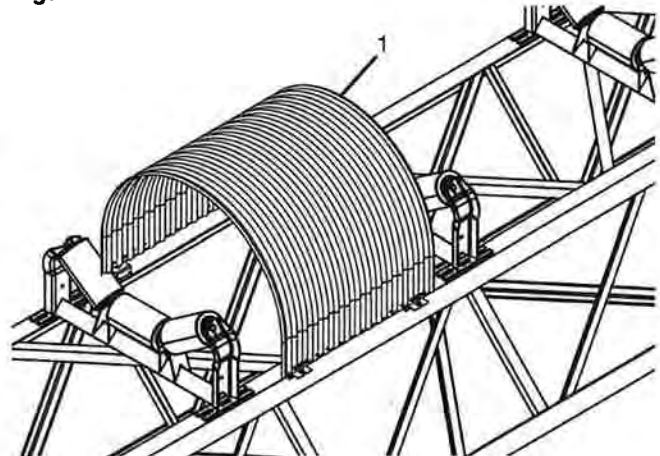
1. Cover
2. Lock Hinge (4 per cover)
3. Hex Head Screw-M6x16 (8 per cover)
4. Flange Nut-M12 (8 per cover)
5. Flange Nut-M6 (8 per cover)
6. Steel Bracket (4 per cover)
7. Self Drilling Screw-5.5x32mm (8 per cover)

Installation

NOTICE

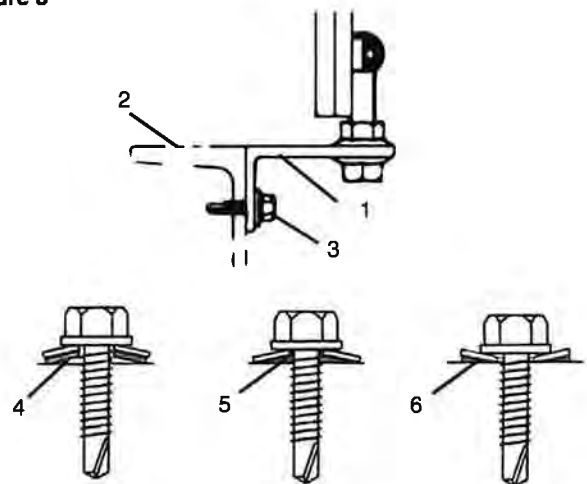
- Do not install all steel brackets at same time.
- Start at tail or head end of conveyor, depending on which end is critical to keep covered. Install each cover in alternating pattern.
- Tighten self drilling screws correctly. (Figure 3)

Figure 2



1. Determine location of first belt cover (1).

Figure 3



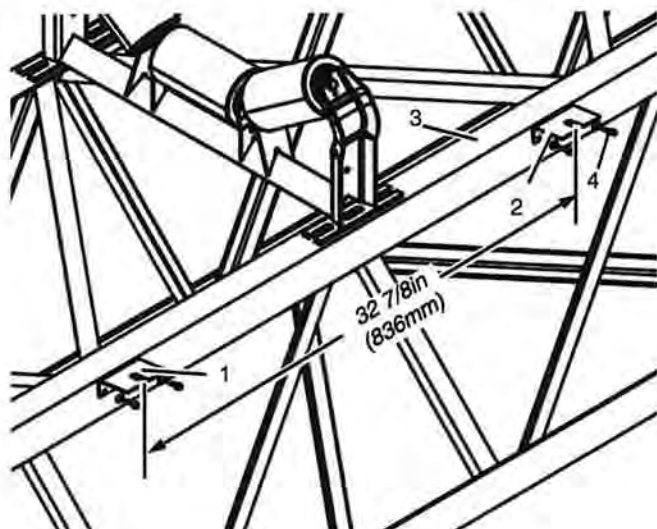
2. Attach first steel bracket (1) to conveyor structure (2) with self drilling screws (3).

Note: Pre-drilling holes for self drilling screws may be required.

Note: Screw Too Loose (4), Correct (5), Screw Too Tight (6).

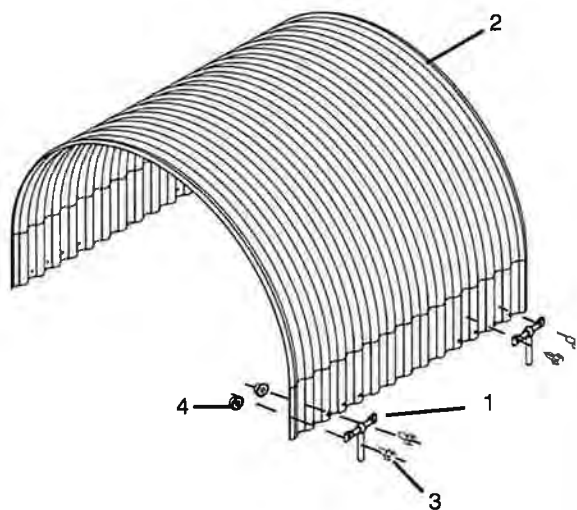
Note: Steel bracket should be mounted flush to conveyor frame.

Figure 4



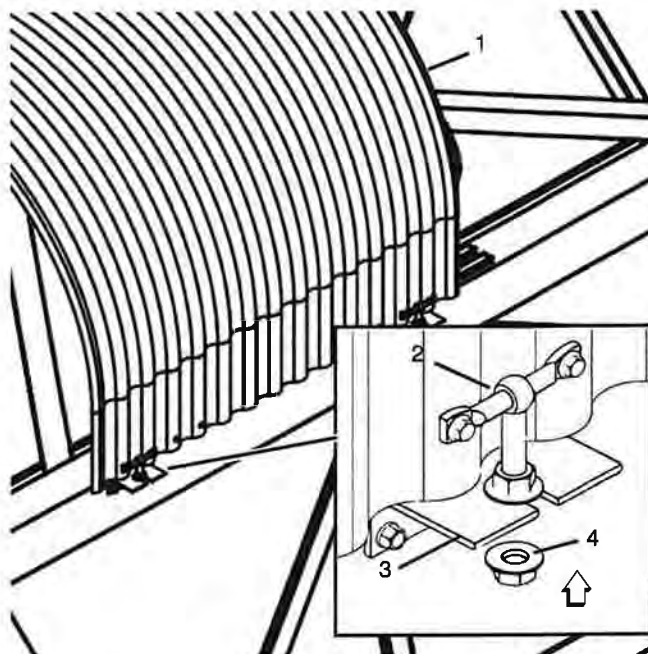
3. Measure 32 7/8 in (836mm) from center of first steel bracket (1) to center of second steel bracket (2).
4. Attach second steel bracket (2) to conveyor structure (3) with self drilling screws (4).

Figure 5



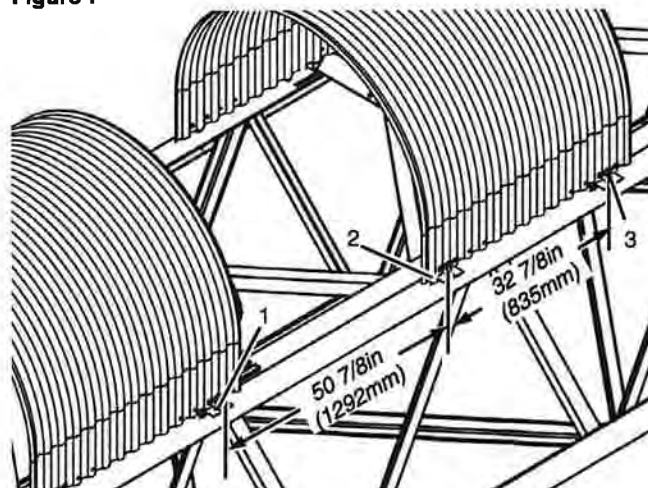
5. Attach lock hinges (1) to cover (2) with M6x16 hex head screws (3) and M6 flange nuts (4).

Figure 6



6. Lift cover into place (1) and secure lock hinges (2) to steel brackets (3) with the with M12 flange nuts (4).
7. Locate and mount opposite side steel brackets with self drilling screws on opposite side of conveyor.
8. Secure lock hinges to steel brackets with the with M12 flange nuts.

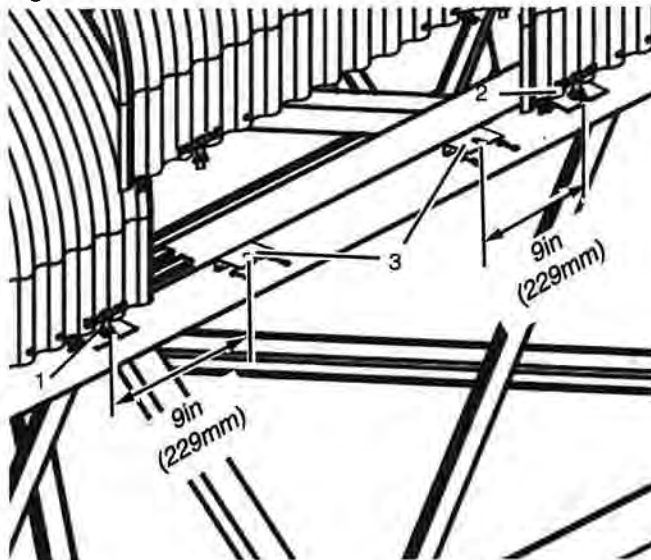
Figure 7



9. Measure 50 7/8 in (1292mm) from center of last steel bracket (1) to center of next steel bracket (2).
10. Mount steel bracket (2) to conveyor structure with self drilling screws.

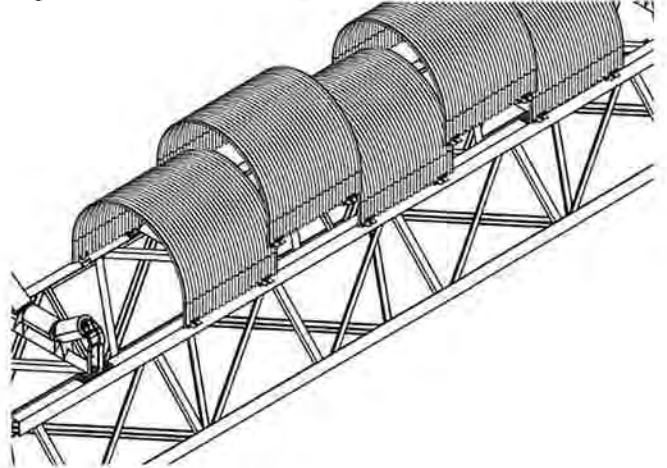
11. Measure 32 7/8in (835mm) from center of steel bracket (2) to center of next steel bracket (3). (Figure 7)
12. Mount steel bracket to conveyor structure with self drilling screws.
13. Attach lock hinges to cover with M6x16 hex head screws and M6 flange nuts.
14. Lift cover into place and secure lock hinges to steel brackets with the with M12 flange nuts.
15. Locate and mount opposite side steel brackets with self drilling screws.
16. Secure lock hinges to steel brackets with the with M12 flange nuts.

Figure 8



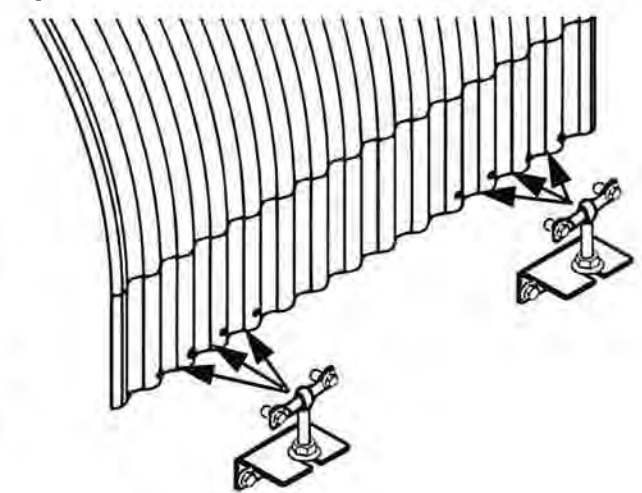
17. Measure 9in (229mm) from center of steel bracket on first cover (1) and 9in (229mm) from center of steel bracket on third cover (2).
18. Mount steel brackets (3) to conveyor structure with self drilling screws.
19. Attach lock hinges to cover with M6x16 hex head screws and M6 flange nuts.
20. Lift cover into place overlapping first and third covers. Secure lock hinges to steel brackets with the with M12 flange nuts.
21. Locate and mount opposite side steel brackets with self drilling screws.
22. Secure lock hinges to steel brackets with the with M12 flange nuts.

Figure 9



23. Repeat mounting additional covers until conveyor is completely covered.

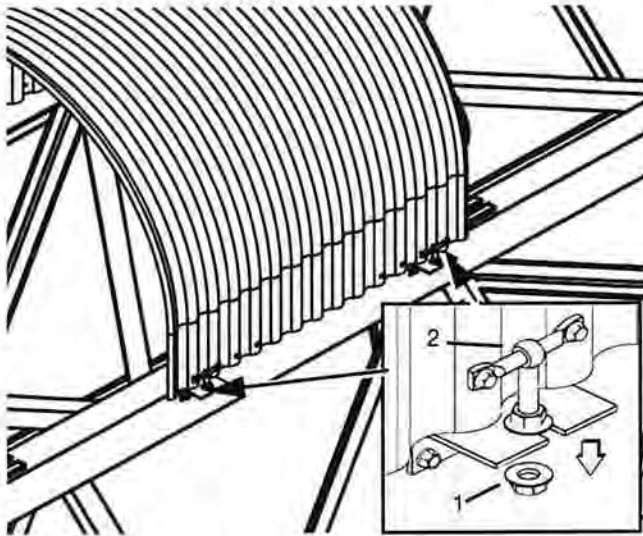
Figure 10



Note: Lock hinges and brackets can be mounted on any of the four holes on each side of belt hood depending on specifics of conveyor structure.

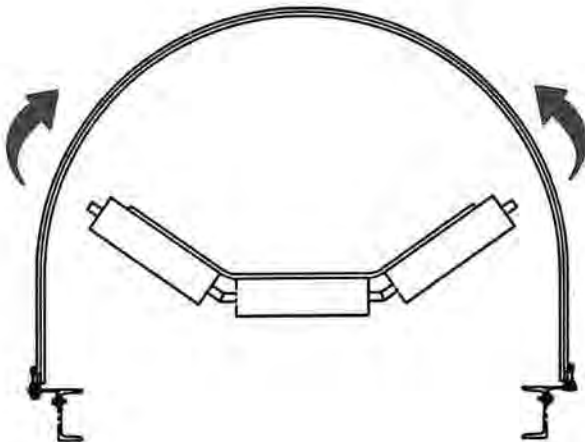
Belt Access

Figure 11



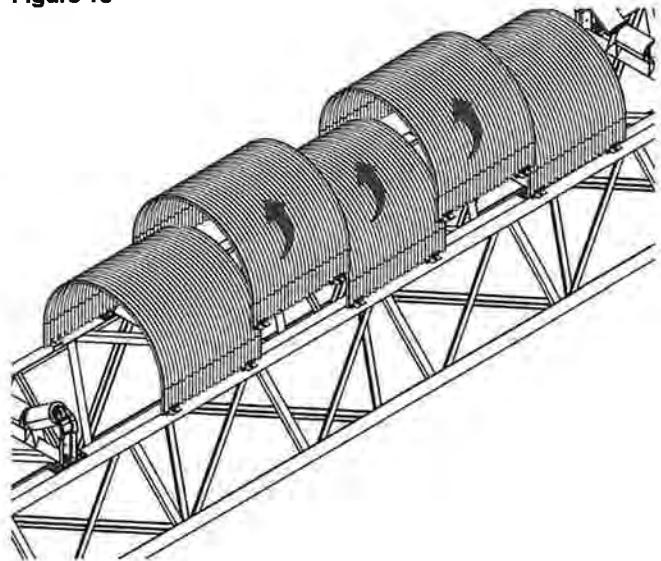
1. Remove bottom M6 flange nut (1) from both lock hinges (2) on one side of cover.

Figure 12



2. Lift cover on either side and rotate open.

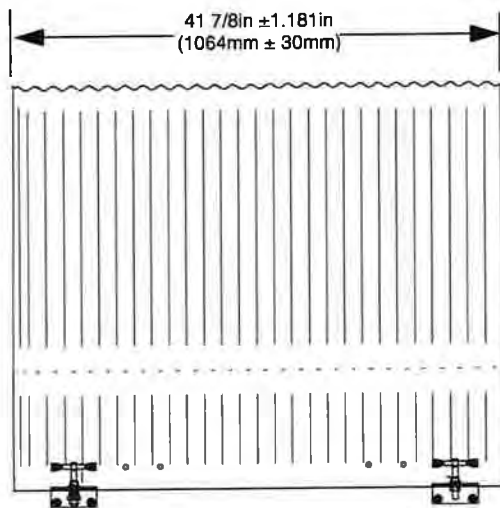
Figure 13



Note: To open a bottom cover, two top covers must be lifted first.

Specifications

Figure 14



Weight:

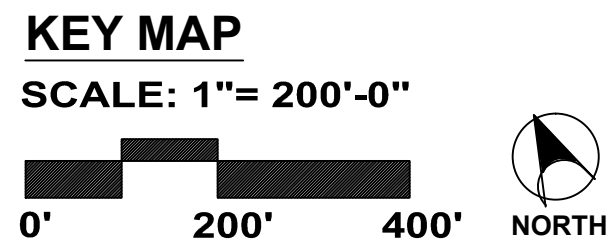
24" Belt Width	26lbs (11.79kg)
30" Belt Width	29lbs (13.15kg)
36" Belt Width	33lbs (14.97kg)
42" Belt Width	36lbs (16.33kg)
48" Belt Width	40lbs (18.14kg)
60" Belt Width	46lbs (20.87kg)

Sheet Thickness: 22ga (0.6mm)
 18ga (1.2mm) on edges.

Part Replacement

The following parts are available from Superior Industries for part replacement.

Structure Width in (mm)	Part Number	Description
36 (914)	21-00376	Hood,Belt,24",BW,41"LG,Full,Glv
42 (1067)	21-00378	Hood,Belt,30",BW,41"LG,Full,Glv
48 (1219)	21-00380	Hood,Belt,36",BW,41"LG,Full,Glv
54 (1371)	21-00382	Hood,Belt,42",BW,41"LG,Full,Glv
60 (1524)	21-00384	Hood,Belt,48",BW,41"LG,Full,Glv
72 (1829)	21-00386	Hood,Belt,60",BW,41"LG,Full,Glv



TREES			
SYMBOL	TREE NAME	QTY.	WUCOLS
	FAST AND TALL GROWING SCREEN TREE ALONG 710 FWY. POPULUS NIGRA 'ITALIA', LOMBARDY POPLAR 36" BOX SIZE. DOUBLE STAKE.	35	L
	ACCENT TREE AT DRIVEWAY ENTRY MAGNOLIA 'SAMUEL SOMMER', MAGNOLIA 24" BOX SIZE. MULIT-TRUNK.	2	M
	FLOWERING ACCENT TREE LAGERSTROEMIA L. 'MUSKOGEE', CRAPE MYRTLE 24" BOX SIZE. STANDARD TRUNK.	6	M
	PARKING LOT SHADE TREE CINNAMOMUM CAMPHORA, CAMPHOR TREE 24" BOX SIZE. STANDARD TRUNK.	3	L
	SECONDARY PARKING LOT TREE PODOCARPUS GRACILIOR, FERN PINE 15 GAL. SIZE.	6	M
	VERTICAL EVERGREEN TREE ALONG BUILDING TRISTANIA CONFERTA, BRISBANE BOX 15 GAL. SIZE.	12	L
	VERTICAL EVERGREEN TREE ALONG BUILDING BRACHYCHITON POPULNEUS, BOTTLE TREE 15 GAL. SIZE.	12	L
	EVERGREEN BACKDROP TREE PINUS ELДАРICA, MONDELL PINE 24" BOX SIZE.	35	L
	LARGE SPECIMEN TREE PLATANUS ACERIFOLIA 'COLUMBIA', LONDON PLANE TREE 24" BOX SIZE.	5	L

	SHRUB NAME SHRUBS SHALL BE FROM THE FOLLOWING:	WUCOLS
	DODONAEA VISCOSA 'PURPUREA', HOPSEED BUSH 5 GAL. SIZE	L
	BERBERIS THUNBERGII, JAPANESE BARBERRY 5 GAL. SIZE	L
	DIETES VEGATA 'VARIEGATA', VARIEGATED DIETES 5 GAL. SIZE	L
	FEIJOA SELLOWIANA, PINEAPPLE GUAVA 5 GAL. SIZE	L
	HELICHTOTRICHON SEMPERVIRENS, BLUE OAT GRASS 5 GAL. SIZE	L
	LIGUSTRUM J. TEXANUM, TEXAS PRIVET 5 GAL. SIZE	L
	PITTOSPORUM 'CREME DE MINT', VARIEGATED PITTOSPORUM 5 GAL. SIZE	L
	ROSMARINUS O. 'TUSCAN BLUE', TUSCAN BLUE ROSEMARY 5 GAL. SIZE	L

GROUND COVER/SHRUB MASS NAME		WUCOLS
GROUND COVER/SHRUB MASSES SHALL BE FROM THE FOLLOWING:		
SENECIO MANDRALISCAEA, BLUE CHALK STICKS 6" POTS @ 12" O.C.		L
ROSMARINUS O. 'PROSTRATUS', CREEPING ROSEMARY 1 GAL. SIZE @ 18" O.C.		L
SALVIA GREGGII, AUTUMN SAGE 1 GAL. SIZE @ 36" O.C.		L
PENNISSETUM 'BUNNY TAILS', BUNNY TAILS FOUNTAIN GRASS 1 GAL. SIZE @ 18" O.C.		L
LONICERA J. 'HALLIANA', HALL'S HONEYSUCKLE 1 GAL. SIZE @ 36" O.C.		L
SESLERIA CEARULEA, BLUE MOOR GRASS 1 GAL. SIZE @ 12" O.C.		L
TRACHELOSPERMUM JASMINOIDES, STAR JASMINE 1 GAL. SIZE @ 24" O.C.		L

NOTES:

- ALL PLANTERS AREAS SHALL RECEIVE A 2" LAYER OF MEDIUM WALK ON BARK ($\frac{3}{4}$ " - $\frac{1}{2}$ ").
- THE ROOTBALL ON ANY PLANT SHALL NOT BE PLANTED CLOSER THAN 2' FROM ANY HARDSCAPE, BUILDING OR WALL.

GENERAL NOTES:

- SLOPES GREATER THAN 3:1 SHALL BE STABILIZED WITH EROSION CONTROL, GROUND COVER PER LEGEND, AND MULCH MATERIAL WITH "BINDER" MATERIAL SHALL BE APPLIED FOR EROSION CONTROL.
- ROCK RIP-RAP MATERIAL SHALL BE INSTALLED WHERE DRAIN LINES CONNECT TO INFILTRATION AREAS.
- ALL UTILITY EQUIPMENT SUCH AS BACKFLOW UNITS, TRANSFORMERS, FIRE DETECTOR CHECKS AND FIRE CHECK VALVES WILL BE SCREENED WITH EVERGREEN PLANT MATERIAL ONCE FINAL LOCATIONS HAVE BEEN DETERMINED.

CONCEPTUAL PLAN NOTE:

THIS IS A CONCEPTUAL LANDSCAPE PLAN. IT IS BASED ON PRELIMINARY INFORMATION WHICH IS NOT FULLY VERIFIED AND MAY BE INCOMPLETE. IT IS MEANT AS A COMPARATIVE AID IN EXAMINING ALTERNATE DEVELOPMENT STRATEGIES AND ANY QUANTITIES INDICATED ARE SUBJECT TO REVISION AS MORE RELIABLE INFORMATION BECOMES AVAILABLE.

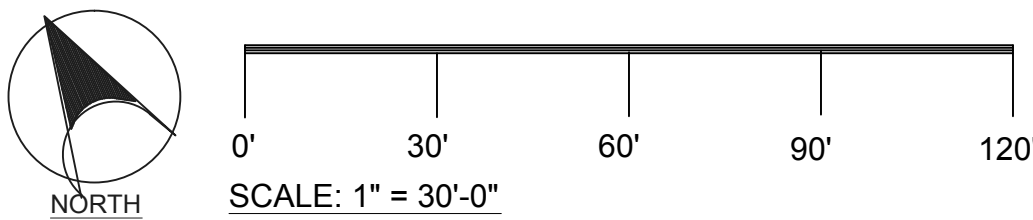
IRRIGATION NOTE:

THE PROJECT WILL BE EQUIPPED WITH A LOW FLOW IRRIGATION SYSTEM CONSISTING OF ET WEATHER BASED SMART CONTROLLER, LOW FLOW ROTORS, BUBBLER AND/ OR DRIP SYSTEMS USED THROUGHOUT. THE IRRIGATION WATER EFFICIENCY WILL MEET OR SURPASS THE CURRENT STATE MANDATED AB-1881 WATER ORDINANCE.

WUCOLS PLANT FACTOR

THIS PROJECT IS LOCATED IN 'WUCOLS'
REGION '3-SOUTH COASTAL'.

L = LOW WATER NEEDS
VL= VERY LOW WATER NEEDS



PROFESSIONAL SEALS



PACIFIC
BUSINESS
CENTER
PARCEL E



PACIFIC INDUSTRIAL
6272 PACIFIC COAST HWY,
SUITE E
LONG BEACH, CA 90803
CONTACT: NEIL MISHURDA
310-430-4351
NEILM@PAC-INDUSTRIAL.COM

[illegible]

SPLA PROJECT NO:	
OWNER PROJECT NO:	
CAD FILE NAME:	
DRAWN BY:	AP
CHKD BY:	SP
COPYRIGHT SPLA, INC.	
SHEET TITLE	

CONCEPTUAL LANDSCAPE PLAN

November 9, 2018

BY HAND DELIVERY

Gustavo Romo
Community Development Director
City of Bell
6330 Pine Ave
Bell, CA 90201

**Re: CEMEX's Application for Design Review;
Parcel A of the Bell Business Center Project**

Dear Mr. Romo:

Pursuant to Section 6.2 of the Development Agreement between The Bell Public Financing Authority, the City of Bell, and PI Bell, LLC, dated September 2013 ("2013 DA"), CEMEX Construction Materials Pacific LLC ("CEMEX") submits the attached application ("Application") to the Design Review Board ("DRB") for review of the design and landscaping plans for CEMEX's aggregate distribution facility ("CEMEX facility") to be located on Parcel "A" of the Bell Business Center Project ("Project") in the City of Bell ("City"). The following documents are being concurrently submitted in support of the Application:

- "Parcel A Design Consistency Analysis for Buildings and Landscaping" prepared by Dennis Roy, RGA Office of Architectural Design ("RGA");
- "Parcel A Design Consistency Analysis for Conveyor System" prepared by Lilburn Corporation ("Lilburn");
- "Parcel A Permitted Use Conformance Analysis" prepared by Lilburn;
- Compilation of Exhibits for CEMEX Design Review Board Application (two sets, spiral bound and tabbed); and
- CEMEX design and landscaping plans (two sets of full size plans, in tabbed binders, with a CD).

Through the 2013 DA, the City previously approved development of various industrial uses at the Project site, and analyzed the impacts of such approved uses through the Environmental Impact Report ("2013 EIR") prepared in connection with the 2013 DA. The

BELL-3219

categories of such permitted uses available for development on the four Project site parcels (Parcels A, F, G and H) included distribution facilities (and, specifically, aggregate distribution facilities). These previously analyzed uses were permitted via the 2013 DA, and are thus vested or "by right" uses. The DRB's review and approval of the CEMEX facility is therefore limited to a design review of the design and landscaping plans for the CEMEX facility, which constitutes the implementation of the Parcel A component of the already approved Project.

As demonstrated by the Design Consistency Analyses prepared by RGA and Lilburn, the design and landscaping plans for the buildings, conveyor system, and landscaping improvements of the CEMEX facility are consistent and in substantial conformance with the design requirements set forth in the 2013 DA and the 2013 EIR. The CEMEX facility's building and landscaping plans are also consistent with the design and landscaping of the three existing distribution and logistics buildings on Parcels F, G, and H that have already been approved by the City and developed by PI Bell pursuant to the 2013 DA.

Furthermore, as discussed in the Permitted Use Conformance Analysis, the developmental impacts associated with the CEMEX facility are consistent with (i.e., either less than, or within the scope of) the impacts previously analyzed in the 2013 EIR.

Based on the foregoing, CEMEX respectfully requests that the DRB approve the design and construction plans for its facility. Please contact me with any questions.

Sincerely,



Bryan Forgey
Vice President / General Manager
Southern California

Attachments

cc: Dave Aleshire, City Attorney
June Ailin, Asst. City Attorney
Neil Mishurda, Pacific Industrial
Kerry Shapiro, Jeffer Mangels Butler & Mitchell

Case No: _____



Land Use and Development Permit Application

City of Bell - Community Development Department - Planning Division

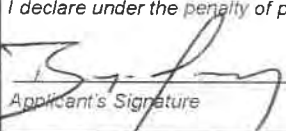
A Planning Application Requested:

- | | |
|--|---|
| <input type="checkbox"/> Zoning Text Amendment (ZTA)- \$1595 Acct: 4318 | <input type="checkbox"/> Final Parcel/Tract Map (TTM) |
| <input type="checkbox"/> Conditional Use Permit (CUP)- \$2793 57 Acct: 4402 | \$1000(Parcel) \$2000(Tract) Acct: 4318 |
| <input type="checkbox"/> General Plan Amendment (GPA)- \$1182 Acct: 4319 | <input type="checkbox"/> Eng /Bldg Review Deposit- \$1500 Acct: 2820 |
| <input type="checkbox"/> Site Plan Review-Planning Commission (SPR) | <input type="checkbox"/> Environmental Review- \$800 Acct: 4316 |
| \$2000 Acct: 4315 | <input type="checkbox"/> Preliminary/Pre-Application- \$337.50 |
| <input type="checkbox"/> Zone Variance (VAR)- \$675 Acct: 4318 | <input type="checkbox"/> Complex Zoning Letter- \$350 Acct: 4315 |
| <input type="checkbox"/> Zone Change (ZC)- \$1595 Acct: 4318 | <input type="checkbox"/> Simple Zoning Letter- \$75 Acct: 4315 |
| <input type="checkbox"/> Lot Line Adjustment/Lot Merger- \$500 Acct: 4317 | <input checked="" type="checkbox"/> Other: <u>Design Review Board</u> |
| <input type="checkbox"/> Tentative Parcel/Tract Map (TPM)- \$1050 Acct: 4317 | |

B Project Information:

5091 Rickenbacker Road 6332-002-965
Property Address Assessor Identification Number(s)
Request: Approval by Design Review Board of CEMEX's design and landscaping plans for Parcel A of the Bell Business Center
Project site.

C Applicant Information:

Bryan Forgey
Name
CEMEX Construction Materials Pacific, LLC
Business Name
3990 East Concourses Street, Suite 200
Mailing Address
Ontario CA 91764
City State Zip
(909) 275-4545
Phone Fax
Bryan Forgey@cemex.com
Email
I declare under the penalty of perjury that to the best of my knowledge that the information provided on this application is true and correct.
 Applicant's Signature 11.7.18 Date



Land Use Permit Application *(continued)*

City of Bell - Community Development Department - Planning Division

D Owner Information *(signature must be notarized below unless owner is applicant):*

Neil Mishurda

Name

PI Bell Parcel IV, LLC

Business Name

6272 Pacific Coast Highway, Suite E

Mailing Address

Long Beach

CA

90803

City

State

Zip

(951) 796-4376

Phone

Fax

Email

I declare under the penalty of perjury that to the best of my knowledge that the information provided on this application is true and correct. I further hereby authorize the applicant listed in Section C of this application to submit the application and to be my representative on matters regarding the project described herein.

Date

11/7/2018

Property Owner Signature

[Signature]

STATE OF CALIFORNIA

COUNTY OF

Los Angeles

On

November 7, 2018

Date

before me,

Joshua R. Leite, Notary Public

Name and Title of the Officer

personally appeared

Neil Mishurda

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Seal

[Signature]

Signature of Notary Public

OFFICE USE ONLY

Date filed: _____

Zoning: _____

Fee: _____

Received by: _____

General Plan: _____

Assigned to: _____

CEQA: _____

**PARCEL A DESIGN CONSISTENCY ANALYSIS
FOR BUILDINGS AND LANDSCAPING**

**TO: CITY OF BELL COMMUNITY DEVELOPMENT DEPARTMENT –
PLANNING DIVISION**

PREPARED BY: DENNIS ROY, RGA OFFICE OF ARCHITECTURAL DESIGN

DATE: NOVEMBER 9, 2018

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	1
II. SUMMARY	1
III. PLANS AND DRAWINGS SUBMITTED BY CEMEX	1
IV. THE CEMEX FACILITY.....	2
V. BACKGROUND AND STATUS OF PROJECT DESIGN AND DEVELOPMENT	3
A. Early Plans for the Development of the Site.....	3
B. Conceptual Planning and Design by RGA Architectural Design	5
C. 2013 Development Agreement	6
D. Incorporation of Design Standards to Guide Future Development	6
1. Scope of Development.....	6
2. Basic Design Concept.....	6
3. Development Standards and Permitted Land Uses	7
4. Conditions of Approval.....	7
5. Environmental Impact Report.....	7
E. Ministerial Review of Future Development Plans by the Design Review Board.....	8
F. Right to Develop a Permitted Use	8
G. Preparation of Construction Drawings for Parcels G and H.....	9
H. Preparation of Construction Drawings for Parcel F.....	9
I. Preparation of Construction Drawings for Parcel A—The CEMEX Facility.....	11
VI. ANALYSIS.....	12
A. The CEMEX Buildings are Consistent with the Scope of Development	12
1. The CEMEX Buildings are Consistent with the Basic Design Concept	12
a) Architectural Consistency with Site Plans and Illustrative Drawings Included in the Basic Design Concept	13
b) Visual Consistency with Required Exterior Materials and Colors Included in the Basic Design Concept	15
c) Consistency with Landscaping Plan Included in the Basic Design Concept.....	16

TABLE OF CONTENTS
(CONTINUED)

	<u>Page</u>
2. The CEMEX Buildings are Consistent with the Development Standards and Permitted Land Uses	16
a) Development Standards	17
(1) Maximum Building Area	19
(2) Minimum Lot Size	19
(3) Maximum Building Height and Mass	19
(4) Minimum Parking Requirements	20
(5) Enclosing Walls and Fencing	20
(6) Ground-Mounted Machinery and Utilities	20
b) Permitted Uses	21
B. The CEMEX Buildings are Consistent with the Conditions of Approval	22
VII. CONCLUSION	25

I. INTRODUCTION

The Development Agreement approved by the City of Bell ("City") in 2013 for the Bell Business Center Project requires review by the Design Review Board ("DRB") of any design and construction plans for "all buildings and landscaping improvements" proposed for any permitted use authorized through the Development Agreement. (Dev. Ag., p. 22, ¶ 6.2.)

As discussed below, CEMEX is developing a distribution facility pursuant to the Development Agreement, which will include a main building and a prefabricated modular office building. The purpose of this Design Consistency Analysis is to evaluate the consistency of the plans for the two buildings submitted by CEMEX as part of its application for DRB review of its distribution facility.

II. SUMMARY

As discussed below, CEMEX's design and construction plans for the building and landscaping improvements are consistent and in substantial conformance with the design requirements set forth in the following sections of the Development Agreement: (i) Scope of Development; (ii) Basic Design Concept; (iii) Development Standards and Permitted Land Uses; (iv) Conditions of Approval; and (v) Environmental Impact Report ("EIR").¹ Furthermore, CEMEX's operation at the subject property is explicitly authorized as a Permitted Use pursuant to the Development Agreement.

In addition, the CEMEX building and landscaping plans are also consistent with the design and landscaping of the three existing distribution and logistics buildings that have already been developed pursuant to the Development Agreement.

III. PLANS AND DRAWINGS SUBMITTED BY CEMEX

As part of CEMEX's application to the DRB, it has submitted the following plans and drawings as part of a compilation of exhibits, which will be referred to herein as follows:

- conceptual elevations dated 10/19/2016 (Sheet A3-1) ("Exhibit 1");
- conceptual site plan dated 10/19/2016 (Sheet A1-1P) ("Exhibit 2");
- conceptual landscaping plan 10/17/2016 (Sheet L-1) ("Exhibit 3"); and
- compendium of 40 pages of construction-level plans and drawings ("Exhibit 4").²

¹ Capitalized terms are from the Development Agreement and will be defined below.

² The construction-level plans and drawings attached as Exhibit 4 refine certain aspects of the conceptual plans attached as Exhibit 1-3. Thus, information on the conceptual plans, such as

IV. THE CEMEX FACILITY

CEMEX will operate a logistics and distribution facility ("Facility") that will support the transport of construction materials (*i.e.*, aggregate) via onsite railroad service and the subsequent unloading and transfer of the materials onto trucks for delivery to the local marketplace.

Construction materials delivered to the Facility will be offloaded from railcars by two automatic unloaders located directly below the rail spur that is located on the northern portion of the triangular-shaped site. Once unloaded, the materials will be carried by a conveyor system into the main building, where the materials will be stored until purchased. The locations of the structures that will assist with the conveyance process is depicted in the conceptual site plan attached as Exhibit 2.

The main building is located on the eastern portion of the site and will be approximately 49,380 square feet. A prefabricated modular office building will be 1,440 square feet and the existing guard booth is 420 square feet. The office and guard booth will also be located along the eastern portion of the site, south of the main building. Because the offloading, storage, on-loading, and haulage of construction materials (all of which constitute a Permitted Use in accordance with the Development Agreement, as discussed below) typically occurs in an unenclosed setting, the main building will not have a roof. However, the main building will nevertheless enclose all operations that occur therein and, as discussed below, will be a signature development that illustrates architectural excellence and high quality design.

After the materials are ordered by customers, the materials will be carried from the main building by the conveyor system to one of four silos, which will be located together on a concrete pad near the southeastern corner of the subject property. The silos will unload the materials directly onto trucks for delivery to the marketplace.

The design consistency analysis in this report focuses on the "buildings [*i.e.*, the main building and office)] and landscaping improvements" as referenced in Section 6.2 of the Development Agreement. Additional details about the conveyor system (structures and process) are included in the consistency analysis of the conveyor system that will be concurrently submitted with CEMEX's application for review by the DRB. As discussed therein, the conveyor system will be enclosed within a permanent noncombustible enclosure and screened from public view.

Once constructed, the operation will provide critical raw materials for use in the manufacture of end products (*e.g.*, concrete) at the facilities of various customers, which, in turn, will be incorporated into the construction of new buildings and the repair of outdated infrastructure,

square footage estimates, may have been adjusted. Accordingly, the construction-level plans and drawings include the "final" details of the development, including updated square footages.

including streets and highways. No mining, manufacturing, or processing activities will occur on-site.

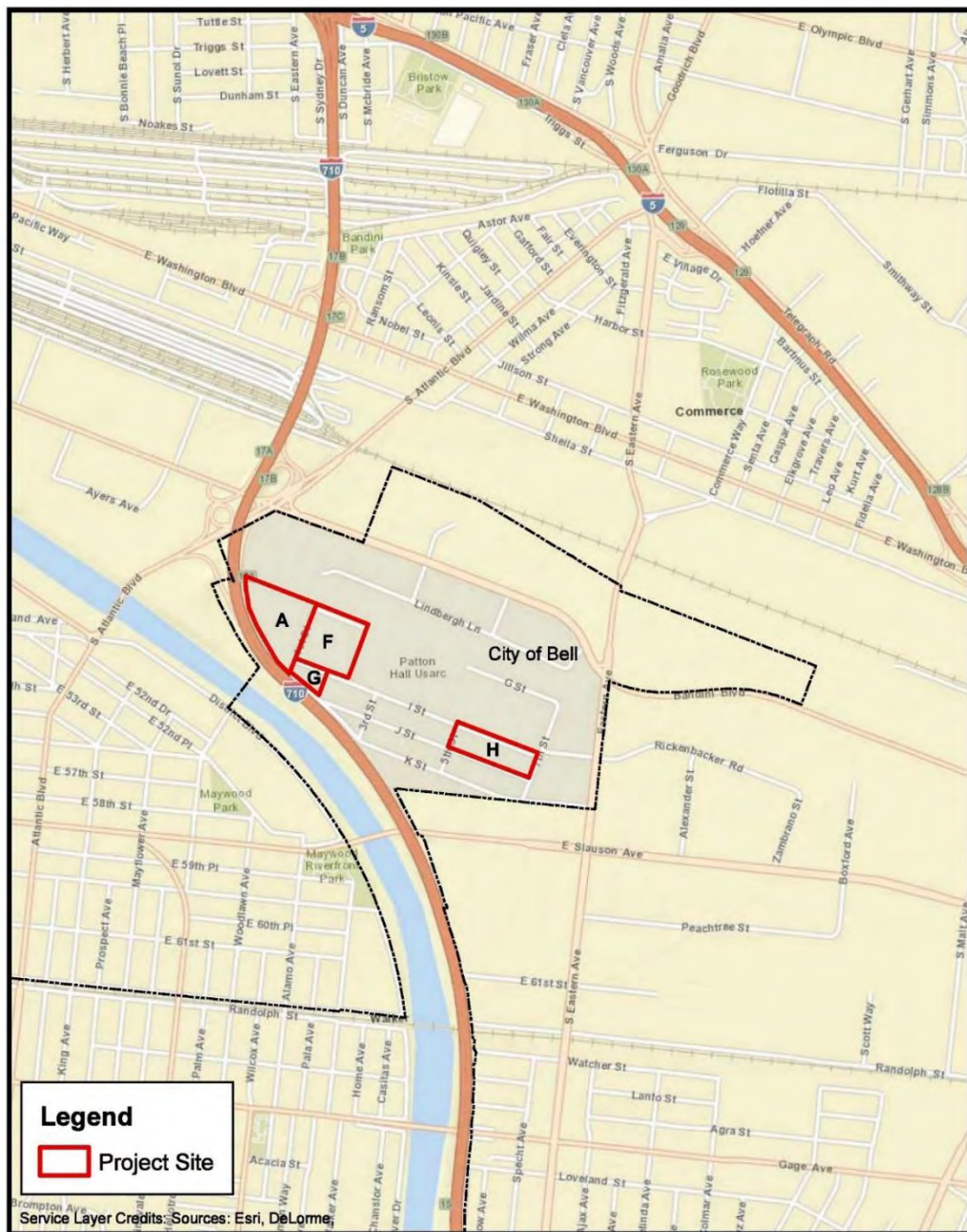
As discussed below, the Facility is a component of the Bell Business Center Project ("Project"), which has been developed pursuant to the 2013 Development Agreement.

V. BACKGROUND AND STATUS OF PROJECT DESIGN AND DEVELOPMENT

A. Early Plans for the Development of the Site

Approximately 10 years ago, the City initiated due diligence regarding the potential development of the "Bell Business Center Project," which is comprised of "four (4) parcels of land, totaling approximately 40.2 net acres along Rickenbacker Road in the City of Bell, comprising: Parcel A, comprising approximately 14.5 net acres, Parcel F, comprising approximately 11.6 net acres, Parcel G, comprising approximately 3.6 net acres, and Parcel H, comprising approximately 10.5 net acres (the "Site"). The Site is commonly known as the Bell Federal Service Site . . . and is located at 5600 Rickenbacker Road, Bell, California 90201." (Dev. Ag., p. 1, ¶ B.)

As explained in the EIR, the "[P]roject [S]ite has been in use as military, industrial, and rail or truck staging areas since the 1940s. All of [the four Parcels] have been graded, paved, or developed at one time or another and have remnants of previous industrial use (e.g., parking lots, travel lanes, utilities, building pads). Parcel A, adjacent to Interstate 710 (I-710), is the only [Parcels] currently in use . . . as a truck and trailer distribution yard." (EIR, p. 3.9-1.)



(EIR, p. ¶ 2.2, Figure 2.0-2.)



As stated on page 2.0-4 of the EIR, City's objectives for the development include the following:

- "Promote economic growth and strengthening of the city's industrial area, through capital investment that attracts new light industrial, warehousing or distribution uses and results in the creation of new jobs, the establishment of new businesses, and the expansion of the city's tax base.
- Create a series of signature projects that illustrate the high quality design and construction expected of new warehousing, distribution, or light industrial developments in the City of Bell.
- Attract motivated developers to invest in the City of Bell by creating an expedited review process for warehousing, distribution or light industrial projects that create new jobs and promote quality development.
- Allow flexibility of building size and location for warehousing, distribution, or light industrial projects that create new jobs and promote quality development."

B. Conceptual Planning and Design by RGA Architectural Design

In 2010, RGA Office of Architectural Design (RGA) was contacted by Pacific Industrial Bell, LLC ("PI Bell") regarding the potential development of the Site. RGA prepared conceptual drawings of potential development configurations, site plans, and a conceptual landscaping plan for use by PI Bell during its discussions with the City regarding the Project. RGA also prepared a sample materials board with glass and paint colors.

Eventually, PI Bell was selected as the developer for the Project, as discussed in the Development Agreement. The Development Agreement attached some of RGA's conceptual drawings and site plans as exhibits. (Dev. Ag., Ex. C1.)

C. 2013 Development Agreement

In 2013, the City approved the Development Agreement and certified a Final Environmental Impact Report (State Clearinghouse No. 2013041025) in accordance with the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")). (Dev. Ag., pp. 4-5, ¶ L.)

D. Incorporation of Design Standards to Guide Future Development

The Development Agreement prescribes development and design standards that are the "prevailing land use regulations for the Project." (Dev. Ag., Ex. C, § 5, ¶ B.) Because there was no required construction schedule, and no known tenants of the Project at the time the City approved the Development Agreement, the City incorporated development and design standards to allow for the eventual development of the four parcels—Parcels A, F, G, and H—to proceed in a manner that met the specific needs of future tenants. (EIR, p. 3.0-1.)

These development and design standards are found in various sections of, and exhibits to, the Development Agreement, including the following: (i) Scope of Development; (ii) Basic Design Concept; (iii) Development Standards and Permitted Land Uses; (iv) Conditions of Approval; and (v) EIR. These five sections are summarized below this order.

1. Scope of Development

The "'Scope of Development' means the description of the Project and the manner in which it will be developed as set forth in [Development Agreement] Exhibit D." (Dev. Ag., p. 11, ¶ 1.60; Dev. Ag., Ex. C.)

2. Basic Design Concept

The "Basic Design Concept," which includes the conceptual "site plans, landscape plans, elevation drawings and building materials and colors," as set forth in Development Agreement Exhibit C1, provides as follows:

The Project shall be designed and constructed as an integrated development in which the buildings shall have architectural excellence. The improvements to be constructed on the Sites shall be of high architectural quality, shall be well landscaped, and shall be effectively and aesthetically designed. The shape, scale of volume, exterior design, and exterior finish of each building, structure, and other improvements must be consonant with, visually related to, physically related to one

another, and an enhancement to each other and, to the extent reasonably practicable, to adjacent improvements existing or planned within the Project Area. Outdoor areas shall be designed, landscaped and developed with the same degree of excellence. The design of the Project, using concrete tilt-up construction, shall be substantially consistent with the conceptual drawings presented in Exhibit C1.

(Dev. Ag., Ex. C, § 5, ¶ A; Dev. Ag., Ex. C1.)

3. Development Standards and Permitted Land Uses

The "'Development Standards and Permitted Land Use[s]'" means the development standards and permitted land uses set forth in [Development Agreement] Exhibit 'C2'." (Dev. Ag., p. 7, ¶ 1.27; Dev. Ag., Ex. C2.)

A Permitted Use is a category of "Eligible Uses / Prohibited Uses," which are collectively defined as follows:

"The Site, and all Parcels thereof, shall be restricted in use to those uses permitted under the Scope of Development (Exhibit 'C2'). Eligible Uses are permitted on the Site as part of the Project and include such uses as industrial, manufacturing and warehousing. Prohibited Uses are not permitted on the Site or as part of the Project and include such uses as restaurant, gas station, transitional housing, retail alcohol or tobacco sales, and adult-oriented uses. No use permit may be issued for a Prohibited Use."

(Dev. Ag., p. 8, ¶ 1.32.)

4. Conditions of Approval

The "'Conditions of Approval'" means those conditions to the Development of the Project imposed via this Agreement and attached hereto as Exhibit 'D'." (Dev. Ag., p. 6, ¶ 1.17; Dev. Ag., Ex. D.)

5. Environmental Impact Report

The EIR does not impose explicit design requirements. Rather, the EIR only generally discusses the "Basic Design Concept," as previously discussed in Section V.D.2, above, and set forth in Development Agreement Exhibit C1. For example, the EIR provides the following discussion regarding the future design of the Project as a whole and the four separate buildings that will be located thereon:

Design and Appearance. Only the building footprint and site plan showing conceptual landscaping, parking, and parcel access is available for the project area. The City intends to allow flexibility in design and construction on the parcels. For example, one option being considered is 'condominium industrial' use on Parcel H

which can be developed for multiple industrial businesses within the same building. Other building configurations are possible and Figures 2.0-7A through 2.0-9C show design studies that have been completed with various building configurations and combinations. The building configurations selected for analysis in this EIR (Figures 2.0-3 through Figure 2.0-6) represent the largest total building area of the design studies. While additional site designs could occur, the City believes they would result in less total building area and therefore less overall impact than the proposed project.

(EIR, p. 2.0-2, ¶ 2.2.)

E. Ministerial Review of Future Development Plans by the Design Review Board

"[I]n order to encourage the orderly and harmonious appearance of structures and property upon and around the Site, to maintain the public health, safety and welfare and to maintain the property and improvement values throughout the City and to encourage the physical development", the City included in the Development Agreement a process for securing design review approvals for future buildings and landscaping improvements on Parcels A, F, G, and H. (Dev. Ag., p. 22, ¶ 6.2.)

As discussed in the Development Agreement, design review approvals are to be reviewed by the "Design Review Board," a "four member review board consisting of the Community Development Director, City Engineer, one member of the Planning Commission and one member of the City Council, with the Planning Commission and City Councilmembers selected by the City Council". (Dev. Ag., p. 6, ¶ 1.19.)

Design review approvals of construction-level development plans are ministerial actions that proceed after the submission of "design documents (notably architectural elevations, materials, finishes, site plans, landscaping and hardscape details)". (Dev. Ag., Ex. C, § 5, ¶ C; Dev. Ag., pp. 22-23, ¶¶ 6.2.2, 6.2.5.)

"In order to grant design review approval, the findings and determinations of the Design Review Board shall be that the Project improvement, as set forth in the proposed Future Development Approval, is based on the design requirements included in the approved [i] Scope of Development, [ii] Basic Design Concept, [iii] Conditions of Approval, and [iv] Environmental Impact Report." (Dev. Ag., p. 23, ¶ 6.2.3.)

F. Right to Develop a Permitted Use

The right to develop a Permitted Use (defined in Section V.D.3, above) in accordance with the design requirements set forth in the: (i) Scope of Development; (ii) Basic Design Concept; (iii) Development Standards and Permitted Land Uses; (iv) Conditions of Approval; and (v) EIR is a vested right. (Dev. Ag., p. 14, ¶ 4.1.) Furthermore, the approval by the DRB of construction-level

development plans for a Permitted Use is a ministerial process that is exempt from CEQA. (EIR, p. 3.9-9, ¶ 3.8.2.)

G. Preparation of Construction Drawings for Parcels G and H

After the City's approval of the Development Agreement in 2013, RGA prepared construction drawings for the development of two speculative distribution and logistics buildings on Parcels G and H. The buildings were characterized as "speculative" because tenants for the buildings had not yet been identified, as previously discussed.

The constructions drawings were submitted to the City for review and were eventually approved. Construction began thereafter in 2014.

During construction, potential tenants expressed interest in leasing the buildings. Thereafter, RGA prepared drawings for the interior improvement and buildout of the buildings pursuant to the specifications desired by the tenants.

Construction of the two buildings on Parcels G and H was completed in 2014.



(Parcel G)

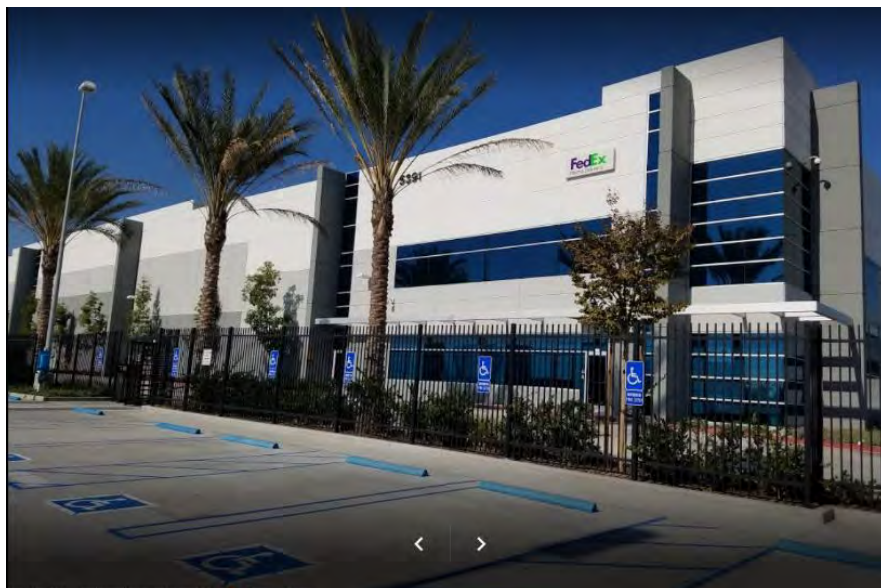
H. Preparation of Construction Drawings for Parcel F

After the City's approval of the Development Agreement in 2013, RGA also prepared construction drawings for the development of a distribution and logistics building on Parcel F. Unlike the speculative buildings constructed on Parcels G and H, a tenant for Parcel F (FedEx) was identified

prior to the start of construction. Accordingly, RGA prepared construction drawings for the exterior and interior buildout of the Facility pursuant to the specifications desired by the tenant.

The constructions drawings were submitted to the City for review and were eventually approved. Construction began thereafter in 2014.

Construction of the building on Parcel F was completed in 2014.



(Parcel F)

I. Preparation of Construction Drawings for Parcel A—The CEMEX Facility

In 2016, PI Bell was contacted by CEMEX with regard to the potential development of Parcel A.

RGA prepared various sets of conceptual drawings and site plans for the main CEMEX building that included different layouts and design plans. Eventually, a final layout was selected by CEMEX. Thereafter, RGA prepared final conceptual elevations, a conceptual site plan, and a conceptual landscaping plan for submission to the City, copies of which are attached as Exhibits 1-3 and excerpts of which are shown below:



(Excerpts from conceptual elevations; Ex. 2.)

During the preparation and revision of the conceptual drawings and elevations, RGA was instructed to ensure that the design of the main building was architecturally and visually integrated with the remainder of the Project site, in terms of design, colors, materials, and landscaping, among other things. Thus, RGA ensured that, when viewed from Rickenbacker Road, the building would look like the three existing distribution and logistics buildings that had been constructed on Parcels F, G, and H. To accomplish this goal, RGA incorporated into the design of the building various architectural and design elements required by the Development Agreement, which had also been incorporated by RGA into its design of the surrounding existing buildings developed on Parcels F, G, and H.

In addition, RGA was also instructed to design the CEMEX building in accordance with the applicable provisions of the Development Agreement and the City's Zoning Code. For example, RGA ensured that the design of the building would comply with maximum height restrictions, minimum parking requirements, maximum lot size, and maximum building mass.

VI. ANALYSIS

As previously discussed, "[i]n order to grant design review approval, the findings and determinations of the Design Review Board shall be that the Project improvement, as set forth in the proposed Future Development Approval, is based on the design requirements included in the approved [i] Scope of Development, [ii] Basic Design Concept, [iii] Conditions of Approval, and [iv] Environmental Impact Report." (Dev. Ag., p. 23, ¶ 6.2.3.)

Accordingly, RGA has prepared this analysis to evaluate the consistency of the building and landscaping plans for the Facility with the design requirements referenced above in advance of review by the DRB.

As discussed below, the CEMEX building and landscaping plans are consistent and in substantial conformance with the design requirements set forth in the following sections of the Development Agreement: (i) Scope of Development; (ii) Basic Design Concept; (iii) Development Standards and Permitted Land Uses; (iv) Conditions of Approval; and (v) EIR. Furthermore, CEMEX's operation at the subject property is explicitly authorized as a Permitted Use pursuant to the Development Agreement.

In addition, the CEMEX building and landscaping plans are also consistent with the design and landscaping of the three existing distribution and logistics buildings that have already been constructed on Parcels F, G, and H.

A. The CEMEX Buildings are Consistent with the Scope of Development

As explained in Exhibit C of the Development Agreement, the term "Scope of Development" includes the: (i) "Basic Design Concept"; and (ii) "Development Standards and Permitted Uses," each of which is discussed below, in turn. (Dev. Ag., Ex. C, § 1; Dev. Ag., Exs. C1-C2.)

1. The CEMEX Buildings are Consistent with the Basic Design Concept

The Basic Design Concept is set forth in Development Agreement Exhibit C1. As explained therein, the Basic Design Concept is comprised of the following items that were prepared by RGA during the conceptual planning and design phase in 2010: (i) Conceptual Site Plans; (ii) Conceptual Landscape Plan; (iii) an Illustrative Drawings and Elevations; and (iv) Building Materials and Colors. (Dev. Ag., C1.)

The Basic Design Concept is also described as follows:

The Project shall be designed and constructed as an integrated development in which the buildings shall have architectural excellence. The improvements to be constructed on the Sites shall be of high architectural quality, shall be well landscaped, and shall be effectively and aesthetically designed.

The shape, scale of volume, exterior design, and exterior finish of each building, structure, and other improvements must be consonant with, visually related to, physically related to one another, and an enhancement to each other and, to the extent reasonably practicable, to adjacent improvements existing or planned within the Project Area. Outdoor areas shall be designed, landscaped and developed with the same degree of excellence. The design of the Project, using concrete tilt-up construction, shall be substantially consistent with the conceptual drawings presented in Exhibit C I."

(Dev. Ag., Ex. C, § 5, ¶ A.)

The development and design standards, elements, and concepts underlined in the above excerpt are separated below by subject matter and presented in list format, along with related analyses of the main building and the prefabricated modular office building. For example, the standards underlined above that relate to architectural consistency are grouped together and will be analyzed together, whereas standards related to landscaping are grouped together and will be analyzed together.

a) Architectural Consistency with Site Plans and Illustrative Drawings Included in the Basic Design Concept

The conceptual elevations that have been submitted for review by the DRB identify the main CEMEX building as a modern structure with sharp, clean lines and a neutral color scheme. (Ex. 1). The design incorporates architectural elements that distinguish the building from the bland, generic distribution and logistics that are common throughout Southern California.



For example, the conceptual elevations incorporate a steel canopy above the entrance that provides a modern, contemporary look. The conceptual elevations also incorporate concrete "fins" at the corners and mid-walls, which provide texture and depth to the building. In addition, the conceptual elevations incorporate a style of treated, dark glass that provide an attractive contrast against the neutral color scheme and the green trees and shrubbery outlined in the landscape plan, as discussed below. Furthermore, brightly anodized aluminum mullions have also been incorporated to further enhance the architectural presence of the CEMEX building.

These architectural elements meet the standard of "architectural excellence" and "high architectural quality". Furthermore, these architectural elements accomplish the City's objective of implementing "a series of signature projects that illustrate the high quality design and construction expected of new warehousing, distribution, or light industrial developments in the City of Bell", rather than bland, generic distribution and logistics building. (Section V.A, above.)

The main building is also consistent with the three existing distribution and logistics buildings that have been constructed on Parcels F, G, and H. First, the main building will be a concrete tilt-up structure, just like the three existing buildings. Second, the main building, which will be approximately 40 feet high, will be approximately the same height as the three existing buildings. Third, the architectural massing of the main building is also consistent with the three existing buildings. Fourth, the three existing buildings also incorporated similar distinguishing architectural elements as the main building, including the concrete fins, the steel canopy, the dark glass, and the aluminum mullions. (See photographs of Parcels F and G, above.)

The inclusion of these design standards and architectural elements demonstrates that the CEMEX building is "consonant with, visually related to, [and] physically related to" the three existing buildings on Parcels F, G, and H.

Similarly, the prefabricated modular office building, once ordered, will be designed to match the exterior color scheme of the main building. The modular office will also be surrounded with the same types of trees and shrubbery that will be planted around the main building.

The involvement of RGA, from the initial conceptual planning and design phase, through the preparation of drawings and construction plans for all four of the buildings that will be developed on Parcels A, F, G, and H pursuant to the Development Agreement, has allowed the Project as a whole to be "integrated" and architecturally excellent. Accordingly, when viewed from Rickenbacker Road, the CEMEX building will appear architecturally consistent with the three existing facilities on Parcels F, G, and H and the Illustrative Drawings and Elevation found in Exhibit C1 of the Development Agreement. (Dev. Ag., Ex. C1.)

For the reasons discussed above, the buildings are consistent and in substantial conformance with the architectural design requirements set forth in the Basic Design Concept.

b) Visual Consistency with Required Exterior Materials and Colors Included in the Basic Design Concept

As previously discussed and as shown in the conceptual elevations, the CEMEX building will incorporate a style of treated, dark glass that will provide an attractive contrast against the neutral color scheme and the green trees and shrubbery detailed in the landscape plan. (Ex. 3.)

In addition, the exterior of the main building will utilize scored concrete tilt-up wall panels that will form a geometric "reveal" pattern, which will further enhance the architectural impact of the concrete fins, the steel canopy, the dark glass, and the aluminum mullions. Collectively, the incorporation of these exterior materials and colors will increase the overall visual appeal of the exterior of the building.

The exterior materials and colors that will be incorporated into the building are of the same kind and quality that have been incorporated into the three existing buildings on Parcels F, G, and H. Furthermore, these exterior colors and materials are those that were contemplated in Building Materials and Colors page included in Exhibit C1 of the Development Agreement. (Dev. Ag., Ex. C1.) Accordingly, the building will be "consonant with, visually related to, [and] physically related to" the three existing buildings on Parcels F, G, and H in terms of exterior materials and color.

As previously discussed, the modular office will be designed to match the exterior color scheme of the main building.

For the reasons discussed above, the buildings are consistent and in substantial conformance with the exterior design requirements set forth in the Basic Design Concept.

c) Consistency with Landscaping Plan Included in the Basic Design Concept

The conceptual landscape plan included in Exhibit C1 of the Development Agreement contemplates the planting of trees and shrubbery around the four facilities on Parcels A, F, G, and H. (Dev. Ag., Ex. C1.) The conceptual landscape plan also includes sample palettes that allow for the planting trees and shrubbery that are different shapes and sizes.

As seen in the conceptual landscaping plan that has been submitted by CEMEX and, in particular, the "Planting Legend" discussed therein, the exterior perimeters of the east and south sides main building will be surrounded with various types of plants and shrubbery. (Ex. 3.) The incorporation of these items plants and shrubs will provide a natural, visually appealing screen of the building when viewed from Rickenbacker Road and the I-710, as opposed to the harsh, sterile appearance that can be associated with a bland concrete wall.

The plants and shrubbery that will be used at the subject property are of similar types, shapes, and sizes as that which has been planted at the three existing buildings on Parcels F, G, and H, all of which is consistent with the Conceptual Landscape Plan included in Exhibit C1. Furthermore, the implementation of similar, aesthetically pleasing landscaping throughout the Project meets the requirement that the Project be "well landscaped".

As previously discussed, the modular office will also be surrounded with the same types of trees and shrubbery that will be planted around the main building.

The foregoing information is further discussed and shown in the landscape architecture drawings included in Exhibit 4, Tab W, Sheets L-1 – L-11. For the reasons discussed above, the buildings are consistent and in substantial conformance with the landscape design requirements set forth in the Basic Design Concept.

2. The CEMEX Buildings are Consistent with the Development Standards and Permitted Land Uses

As previously discussed in Section V.D.3, above, the "Development Standards and Permitted Uses" is a component of the "Scope of Development" that is discussed in Exhibit C of the Development Agreement. (Dev. Ag., Ex. C, § 1; Dev. Ag., Exs. C1-C2.)

The Development Standards and Permitted Uses is described as follows:

Specific [1] Development Standards and [2] Permitted Land Uses ('Development Standards') for the project are outlined in Exhibit C2. The Development Standards contained in this Agreement shall become the prevailing land use regulations for the Project. These regulations will have the full force of the Zoning Ordinance of the City of Bell Municipal Code through application of the Agreement. Where

conflicts exist between this Agreement and the City of Bell Municipal Code, the regulations and provisions of this Agreement shall prevail.

(Dev. Ag., Ex. C, § 5, ¶ B; Dev. Ag., Ex. C2.)

For organizational purposes, the design standards set forth in the: (1) Development Standards; and (2) Permitted Uses are analyzed separately below.

a) Development Standards

The Development Standards are set forth in a table in Development Agreement Exhibit C2, a copy of which is shown below. The categories of Development Standards referenced therein are addressed below in the order presented in the table. For example, the standards that relate to minimum lot size are grouped together and will be analyzed together, whereas standards related to minimum parking requirements are grouped together and will be analyzed together.

Site Development Standards	
Lots	
Minimum Area	5,000 square feet
Minimum Width	50 feet
Minimum Depth	50 feet
Yards	
Front	No driveway in front yard: Front yard setback not required
	Driveway: Front yard setback shall have a minimum depth of 25 feet
Side	No driveway in side yard: Side yard setback not required
	Driveway: Side yard setback shall have a minimum depth of 20 feet
Rear	When not adjacent to residentially zoned property: Not required
Buildings	
Maximum Height	When not adjacent to residentially zoned property: 150 feet
	When adjacent to residentially zoned property: 50 feet
Building Mass	100% lot coverage, except for required yard areas, off-street parking and trash enclosures
Number of Required Off-Street Parking Spaces	
Offices Uses	1 per 250 square feet of office use
Industrial Uses	1 per 1,000 square feet for the first 20,000 square feet of warehouse/logistics/industrial use
	1 per 2,000 square feet for the second 20,000 square feet of warehouse/logistics/industrial use
	1 per 4,000 square feet for the warehouse/logistics/industrial use in excess of 40,000 square feet
Other uses	As defined by the Municipal Code.
Size of Off-Street Parking Spaces	
Conventional Spaces	Minimum dimensions: 9 feet by 20 feet
Compact Spaces	Minimum dimensions: 8 feet by 18 feet. The number of compact spaces shall not exceed 20% of required spaces.

Required Walls and Fences	
Parcel A	Masonry walls shall be constructed to enclose all parking, storage and truck loading areas outside of the front yard setback.
Parcel F	Options 1: Masonry walls or fencing as approved by the Director shall be constructed along the north and east property lines.
	Options 2, 3 and 4: Masonry walls or fencing as approved by the Director shall be constructed along the west, the north and east property lines.
Parcel G:	Options 1, 3 and 4: Masonry walls or fencing as approved by the Director shall be constructed along the south and southeast property lines to secure the parking and loading area.
	Option 2: Masonry walls or fencing as approved by the Director shall be constructed along the east, south and west property lines. The Director may require a wrought iron fence or gate to secure the north property line.
Parcel H	Masonry walls or fencing as approved by the Director shall be constructed along the south and west property lines. If the parcel is subdivided, masonry walls and fences will not be required between the new lots
Ground-mounted Machinery and Utilities	
	Shall be enclosed within a permanent noncombustible enclosure.
	Shall be screened from public view.

(1) *Maximum Building Area*

The Maximum Building Area allowed for Parcel A, which is approximately 14 acres in size, is as follows: up to 274,860 square feet of Industrial/Warehouse space, with up to 20,000 square feet of Ancillary Office Space, for a total building size of up to 294,860 square feet. (Dev. Ag., Ex. C2.)

As shown in the "Project Data" list found in the upper right corner of Exhibit 4, Tab A, Sheet A1-1, the main building will be 49,380 square feet. Furthermore, the prefabricated modular office building will be 1,440 square feet and the guard booth will be 420 square feet.

In total, these components of the Facility will constitute a total building area of approximately 51,240 square feet, which is below the Maximum Building Area of 294,860 square feet. Furthermore, because the offloading, storage, on-loading, and haulage of construction materials (all of which constitute a Permitted Use in accordance with the Development Agreement, as discussed below) typically occurs in an unenclosed setting, the main building was efficiently designed to take up only the amount of space that is appropriate for the operations that will occur therein. Accordingly, the buildings will not exceed the Maximum Building Area and therefore, are consistent with these Development Standards.

(2) *Minimum Lot Size*

As seen in the Development Standards table shown above, there are Minimum Lot Sizes that apply to the area, width, and depth of the parcel (Parcel A) upon which the main building and the modular office building will be constructed.

As discussed in the "Project Data" list depicted in the lower right corner of the conceptual site plan that has been submitted by CEMEX, Parcel A is approximately 597,991 square feet. (Ex. 2.) Furthermore, Parcel A is approximately 970 feet, measured from east to west, and approximately 980 feet, measured from north to south. Accordingly, Parcel A exceeds the Minimum Lot Size requirements and therefore, is consistent with this Development Standards.

(3) *Maximum Building Height and Mass*

As seen in the Development Standards table shown above, there are Maximum Building Height and Mass restrictions that apply to the development of the CEMEX buildings.

As depicted in the conceptual elevations that have been submitted by CEMEX, the main building will be approximately 40 feet tall, which is less than the 150 foot restriction. (Ex. 1.) Similarly, the prefabricated modular office building, once ordered, will also be less than 150 feet tall. Furthermore, as discussed in the "Project Data" list depicted in the lower right corner of the conceptual site plan, the mass of the main building, or "building coverage," will be approximately

8.57%. (Ex. 4, Tab A, Sheet A1-1.) Accordingly, the buildings will not exceed the Maximum Building Height and Mass restrictions.

(4) *Minimum Parking Requirements*

As seen in the Development Standards table shown above, there are Minimum Parking Requirements that apply to the Facility .

As shown in the "Project Data" list found in the upper right corner of Exhibit 4, Tab A, Sheet A1-1, the Facility will provide 28 parking stalls, which exceeds the minimum of 10 required stalls. Accordingly, the Facility will comply with the Minimum Parking Requirements.

(5) *Enclosing Walls and Fencing*

As seen in the Development Standards table shown above, the parking, storage, and truck loading areas of the Facility must be enclosed.

As depicted in the construction-level plans and drawings submitted by CEMEX, the street frontage of the main building and the modular office building (*i.e.*, the eastern boundary of Parcel A) and all operations that will be conducted at the Facility (including the truck parking and loading areas) will be enclosed by a concrete tilt-up wall. The exception is the portion of the street frontage where the main driveway to the Facility is located, which will be enclosed by a wrought iron gate. The concrete tilt-up wall and the wrought iron gate will run contiguously in a north to south direction, along the eastern boundary of Parcel A, near the western terminus of Rickenbacker Road (*i.e.*, the main driveway to the Facility). (Ex. 4, Tab A, Sheet A1-1.)

In addition, the plants and shrubbery that will be used at the subject property, as previously discussed, will be installed along the exterior of the concrete tilt-up wall to reduce the harsh, sterile appearance that can be associated with a bland concrete wall. (Ex. 4, Tab W, Sheets L-1 – L-11.)

Accordingly, the Facility will comply with the requirements that parking, storage, and truck loading areas of the Facility be enclosed by walls or fencing.

(6) *Ground-Mounted Machinery and Utilities*

An analysis of the conveyor system will be concurrently submitted with CEMEX's application for review by the DRB. As previously discussed and as depicted in the conceptual site plan (Ex. 2), the construction materials will be: (1) offloaded from railcars by two automatic unloaders located directly below the rail spur that is located on the northern portion of the triangular-shaped site; and (2) carried by a conveyor system into the main building, where the materials will be stored in preparation for delivery to the marketplace.

b) Permitted Uses

As previously discussed in Section V.D.3, above, the "Permitted Uses" list of the "Development Standards and Permitted Uses" is a component of the "Scope of Development" that is discussed in Exhibit C of the Development Agreement. (Dev. Ag., Ex. C, § 1; Dev. Ag., Exs. C1-C2.) The Permitted Uses are set forth in a table in Development Agreement Exhibit C2. As shown below, that table is collectively referred to as "Eligible Uses":

ELIGIBLE USES

Permitted Uses
Any use currently permitted in the M (Manufacturing) or CM (Commercial Manufacturing) zoning districts Warehousing Distribution Logistics Loading and Unloading of Parcels and Freight Truck terminal Sorting, loading and unloading of parcels and freight Parcel and freight forwarding Retail order fulfillment (online or catalog services) General office uses Onsite railroad service and transfer facility Outdoor advertising media Telecommunications facilities (including monopoles and towers)
Accessory Uses
Any accessory use currently permitted in the M (Manufacturing) or CM (Commercial Manufacturing) zoning districts Public intake, sales, and showroom facilities in support of a principal use Onsite, exterior storage of trailers, shipping containers, or other materials used in support of a principal use and subject to adequate screening from public view.
Conditional Uses
Any use not allowed as either a Permitted or Accessory Use may be approved as a Conditional Use Permit through the Conditional Use Permit Process outlined in Zoning Ordinance Sections 17.96.040 through 17.96.160. Except that no conditional shall be approved for a Prohibited Use.
Prohibited Uses
Prohibited Uses are not permitted on the Site or as part of the Project and include such uses as restaurant, gas station, transitional housing, retail alcohol or tobacco sales, and adult-oriented uses.

Thus, a Permitted Use is a type of Eligible Use. Other types of Eligible Uses are Accessory Uses and Conditional Uses. Eligible Uses are collectively defined as follows:

The Site, and all Parcels thereof, shall be restricted in use to those uses permitted under the Scope of Development (Exhibit 'C2'). Eligible Uses are permitted on the Site as part of the Project and include such uses as industrial, manufacturing and warehousing. Prohibited Uses are not permitted on the Site or as part of the Project and include such uses as restaurant, gas station, transitional housing, retail alcohol

or tobacco sales, and adult-oriented uses. No use permit may be issued for a Prohibited Use.

(Dev. Ag., p. 8, ¶ 1.32.)

CEMEX will operate a logistics and distribution facility that will support the transport of construction materials (*i.e.*, aggregate) via onsite railroad service and the subsequent unloading and transfer of the materials onto trucks for delivery to the local marketplace. Thus, the operation will constitute the following types of uses, all of which are Permitted Uses, as shown in the above table: distribution; logistics; sorting, loading, and unloading of parcels and freight; onsite railroad service and transfer facility. The operation also constitutes a gravel (aggregate) sales and storage facility, which, as shown in the above table, is a Permitted Use in the M (Manufacturing) zone. (Muni. Code § 17.40.020.A, No. 21.)

Although the main building will not have a roof, a roof is not required because the operations that will be conducted therein (*i.e.*, aggregate transport and transfer) are typically conducted in an unenclosed setting, rather than in an enclosed building. Such a use was contemplated for the Project. (EIR, p. 3.9-9, ¶ 3.8.2.)

B. The CEMEX Buildings are Consistent with the Conditions of Approval

The Conditions of Approval are set forth in Development Agreement Exhibit D. As previously discussed, "[i]n order to grant design review approval, the findings and determinations of the Design Review Board shall be that the Project improvement, as set forth in the proposed Future Development Approval, is based on the design requirements included in the approved Scope of Development, Basic Design Concept, Conditions of Approval, and Environmental Impact Report." (Dev. Ag., p. 23, ¶ 6.2.3.)

However, some of the Conditions of Approval do not relate to the development of buildings on the four parcels and instead discuss issues that are not relevant to the evaluation by the DRB of the consistency of the main CEMEX building and the prefabricated modular office building with the design requirements set forth in the 2013 Development Agreement. For example, a Conditions of Approval that discusses the payment of fees by the developer to certain responsible agencies (*e.g.*, Condition of Approval 1.7) is not related to the design review process. Accordingly, only the Conditions of Approval that include relevant "design requirements" are discussed below, whereas general or otherwise inapplicable Conditions of Approval will not be discussed herein. (Dev. Ag., p. 23, ¶ 6.2.3; Dev. Ag., Ex. D.)

Similarly, many Conditions of Approval simply restate development and design standards that have already been analyzed in preceding sections. For example, Condition of Approval 3.2 states that only allowed land uses that are consistent with the Scope of Development can be developed. However, the analyses regarding whether the main building and the modular office building

comply with the design requirements set forth in the: (i) Scope of Development; (ii) Basic Design Concept; (iii) Development Standards and Permitted Land Uses, has already been presented in the preceding sections. Accordingly, Conditions of Approval that include duplicative development and design standards that have already been analyzed in the preceding sections will not be further discussed below.

3.4 Site Plan: All Parcels

The Facility is consistent with the design requirements in Condition 3.4 because all utilities will be screened or enclosed by landscaping, concrete walls, or fencing, as applicable. An analysis of the conveyor system will be concurrently submitted with CEMEX's application for review by the DRB. Furthermore, many of the utilities will be installed underground and therefore, screened and enclosed.

As depicted in the construction-level plans and drawings submitted by CEMEX, the street frontage of the main building and the modular office building (*i.e.*, the eastern boundary of Parcel A) and all operations that will be conducted at the Facility (including the loading of trucks at the silos) will be enclosed by a concrete tilt-up wall. The exception is the portion of the street frontage where the main driveway to the Facility is located, which will be enclosed by a wrought iron gate. The concrete tilt-up wall and the wrought iron gate will run contiguously in a north to south direction, along the eastern boundary of Parcel A, near the western terminus of Rickenbacker Road (*i.e.*, the main driveway to the Facility). (Ex. 4, Tab A, Sheet A1-1.)

In addition, the plants and shrubbery that will be used at the Facility will be installed along the exterior of the concrete tilt-up wall to reduce the harsh, sterile appearance that can be associated with a bland concrete wall. (Ex. 4, Tab W, Sheets L-1 – L-11.)

4.2 Energy Efficient and Sustainable Building Design

Condition 4.2 states that, "All buildings developed . . . shall promote sustainable and energy efficient practices and shall be designed so that they can be constructed and operated in a manner that meets or exceeds the standards for a [LEED] Gold certified building." An analysis of the consistency of the main building and the prefabricated modular office building with LEED Gold standards will be submitted with CEMEX's application for review by the DRB.

4.3 Building Design: All Parcels

The main building and the modular office building are consistent with the design requirements in Condition 4.3 because the buildings will be consistent with the colors and materials board previously submitted to the City, as previously discussed in Section V.D.2, above. Furthermore, the buildings do not call for the installation of roll up doors, patio tarps, or burglar bars and therefore, the related design requirements do not apply.

5.0 Parking, Loading and Vehicular Access

The Facility is consistent with the design requirements in Conditions 5.1-5.6, as discussed below.

First, Exhibit 2, the conceptual site plan, and Exhibit 4, the construction-level plans and drawings, depict circulation and access points, including the circulation plan related to the unloading of construction materials from the silos directly onto trucks in preparation for delivery to the marketplace.

Second, as previously discussed in Section V.A.2.a.4 and as shown in the "Project Data" list found in the upper right corner of Exhibit 4, Tab A, Sheet A1-1, the Facility will provide 28 parking stalls, which exceeds the minimum of 10 required stalls.

6.0 Trip Reduction, 7.0 GHG/AQ Design, and 8.0 Landscaping and Water Supply

The Facility is consistent with the design requirements in Conditions 6.0 and 7.1-7.15, as discussed below.

First, as shown in the "Project Data" list found in the upper right corner of Exhibit 4, Tab A, Sheet A1-1, the Facility will provide preferential parking for electric and fuel efficient vehicles, along with charging stations for electric vehicles.

Second, the Facility will provide bicycle storage.

Third, the landscaping plan, which includes an irrigation plan, water management information, planting specifications, and other details, will collectively implement water efficiency and conservation strategies and principles.

VII. CONCLUSION

Based on the foregoing analysis, CEMEX's design and construction plans for the building and landscaping improvements are consistent and in substantial conformance with the design requirements set forth in the following sections of the Development Agreement: (i) Scope of Development; (ii) Basic Design Concept; (iii) Development Standards and Permitted Land Uses; (iv) Conditions of Approval; and (v) EIR. Furthermore, CEMEX's operation is explicitly authorized as a Permitted Use pursuant to the Development Agreement.

In addition, the CEMEX building and landscaping plans are also consistent with the design and landscaping of the three existing distribution and logistics buildings that have already been developed pursuant to the Development Agreement.

**PARCEL A DESIGN CONSISTENCY ANALYSIS
FOR CONVEYOR SYSTEM**

**TO: CITY OF BELL COMMUNITY DEVELOPMENT DEPARTMENT –
PLANNING DIVISION**

PREPARED BY: LILBURN CORPORATION

DATE: NOVEMBER 9, 2018

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	1
II. SUMMARY	1
III. PLANS AND DRAWINGS SUBMITTED BY CEMEX	1
IV. THE CONVEYOR SYSTEM.....	2
V. ANALYSIS.....	3
A. The Conveyor System is Consistent with the Applicable Design Requirements in the Scope of Development.....	4
1. The Conveyor System is Consistent with the Exterior Color Design Requirements	4
2. The Conveyor System is Consistent with the Development Standards and Permitted Land Uses	4
(a) Development Standards	5
(i) Maximum Building Area	5
(ii) Maximum Height and Mass.....	5
(iii) Enclosing Walls and Fencing.....	6
(iv) Ground-Mounted Machinery and Utilities.....	7
(b) Permitted Uses	8
VI. CONCLUSION.....	9

I. INTRODUCTION

The Development Agreement ("DA") approved in 2013 by the City of Bell ("City") for the Bell Business Center Project ("Project") requires review by the Design Review Board ("DRB") of any design and construction plans for "all buildings and landscaping improvements" proposed to implement the design and construction of a permitted use authorized through the DA. (DA, p. 22, ¶ 6.2.)

Consistent with the DA, CEMEX is developing an aggregate logistics and distribution facility ("Facility") to implement development of the Parcel A component of the previously-approved Project, which will include a conveyor system to transport construction materials to and from the Facility's main building. The purpose of this Design Requirement Consistency Analysis -- Conveyor System ("Conveyor System Analysis") is to evaluate the consistency of the plans for the conveyor system component of the Facility as part of CEMEX's application for DRB review of the overall Facility.¹

II. SUMMARY

As discussed below, the design of the conveyor system is consistent and in substantial conformance with the applicable DA design requirements. Further, in response to issues raised by local residents and following extensive discussions with the City, CEMEX has developed a plan for permanent noncombustible enclosures that will also screen all of the ground mounted conveyors used as part of the conveyor system. The enclosures and screening will be painted to match the exterior color scheme of the main building and will also be screened when viewed from Rickenbacker Road.

In addition, the implementation of the conveyor system as a component of the Facility is explicitly authorized as an Accessory Use pursuant to the Development Agreement.²

III. PLANS AND DRAWINGS SUBMITTED BY CEMEX

As part of CEMEX's application to the DRB, it has submitted the following plans and drawings as part of a compilation of exhibits, which will be referred to herein as follows:

- conceptual elevations dated 10/19/2016 (Sheet A3-1) ("Exhibit 1");
- conceptual site plan dated 10/19/2016 (Sheet A1-1P) ("Exhibit 2");

¹ Additional details about the other Facility components, namely the main building and office, are included in the consistency analysis of the buildings and landscaping that will be concurrently submitted with CEMEX's application for review by the DRB.

² Capitalized terms are from the DA and will be defined below.

- conceptual landscaping plan 10/17/2016 (Sheet L-1) ("Exhibit 3");
- compendium of 40 pages of construction-level plans and drawings ("Exhibit 4");
- general arrangement plan 10/17/2018 (Sheet GA-1) ("Exhibit 5");
- design specifications of the steel conveyor belt enclosures ("Exhibit 6"); and
- depiction of the screened conveyer system ("Exhibit 7").³

IV. THE CONVEYOR SYSTEM

CEMEX's Facility will support the transport of construction materials (*i.e.*, aggregate) via onsite railroad service and the subsequent unloading and transfer of the materials onto trucks for delivery to the local marketplace.

Construction materials delivered to the Facility will be offloaded from railcars by two automatic unloaders located directly below the rail spur that is located on the northern portion of the triangular-shaped site. Once unloaded, the conveyor system will carry the materials to the main building, where the materials will be stored in preparation for delivery to the marketplace.

Listed below are the four primary phases of the conveyance process, along with the structures that will assist with the process. These structures are hereafter collectively referred to as the "Conveyor System" and include eight conveyor belts:

- (1) the construction materials delivered to the Facility will be offloaded from railcars by two automatic, below-rail unloaders, which will transfer the materials from railcars onto the conveyance system;
- (2) the conveyor belts will then transport the materials to a transfer belt located near the top of the main building; and will place the materials into one of several storage areas located inside the main building;
- (3) a tunnel belt located under the main building will transport the materials to the south end of the main building; and
- (4) a belt will carry the materials from the south end of the storage areas located inside the main building to one of the four silos, where the materials will be loaded onto trucks.

³ The construction-level plans and drawings attached as Exhibit 4 refine certain aspects of the conceptual plans attached as Exhibit 1-3. Thus, information on the conceptual plans, such as square footage estimates, may have been adjusted. Accordingly, the construction-level plans and drawings include the "final" details of the development, including updated square footages.

The locations of the Conveyor System and related structures discussed above are depicted in the conceptual site plan dated 10/19/2016 (Sheet A1-1P) attached as Exhibit 2 and the general arrangement plan (Sheet GA 1) attached as Exhibit 5.

The four silos will be located together on a 3,025 square foot concrete pad. Furthermore, the silos will each be approximately 48 feet tall. The portions of the Conveyor System that will carry construction materials to and from the main building (*i.e.*, the belts) will measure approximately 12,485 square feet.

Together, these Conveyor System structures will constitute approximately 15,510 square feet of structures. Thus, when the square footage of these structures is combined with (i) the approximately 49,380 square foot building, (ii) the approximately 1,440 square foot modular office building, and (iii) the 420 square foot existing guard booth, the total square footage of these structures will be approximately 66,750 square feet. Accordingly, the total mass of development on the 597,991 square foot property will be approximately 11.16%.

V. ANALYSIS

"In order to grant design review approval, the findings and determinations of the Design Review Board shall be that the Project improvement, as set forth in the proposed Future Development Approval, is based on the design requirements included in the approved [i] Scope of Development, [ii] Basic Design Concept, [iii] Conditions of Approval, and [iv] Environmental Impact Report." (DA, p. 23, ¶ 6.2.3.)

Accordingly, this Conveyor System Analysis evaluates the consistency of the Conveyor System plans submitted by CEMEX as part of its application for DRB review of its Facility.

As discussed below, the Conveyor System design is consistent and in substantial conformance with the applicable design requirements set forth in the DA. Specifically, the Conveyor System will be enclosed within a permanent noncombustible enclosure that will be painted to match the exterior color scheme of the main building and will also be screened when viewed from Rickenbacker Road. Furthermore, the implementation of the Conveyor System as a component of the Facility is explicitly authorized as an Accessory Use pursuant to the Development Agreement.

Because certain design standards apply to the Facility as a whole, as opposed to the Conveyor System, inapplicable design standards are not analyzed below. For example, minimum parking requirements or minimum lot size requirements apply to the overall Facility and therefore, are not analyzed in the analysis of the Conveyor System, below.

A. The Conveyor System is Consistent with the Applicable Design Requirements in the Scope of Development

As explained in Exhibit C of the DA, the term "Scope of Development" includes the: (i) "Basic Design Concept"; and (ii) "Development Standards and Permitted Uses," the applicable provisions of which are discussed below, in turn. (DA, Ex. C, § 1; DA, Exs. C1-C2.)

1. The Conveyor System is Consistent with the Exterior Color Design Requirements

As depicted in the conceptual elevations that have been submitted for review by the DRB, the exterior of the main building and the modular office building will both have a neutral color scheme. (Ex. 1).

The exterior color of the steel paneling that will screen the Conveyor System (discussed below) will match the color scheme of the main building and office. Similarly, the steel exterior of the four silos (discussed below) will also be painted to match the color scheme of the main building and the modular office building. Accordingly, the Conveyor System, including the silos, is consistent and in substantial conformance with the exterior color design requirements set forth in the Basic Design Concept.

2. The Conveyor System is Consistent with the Development Standards and Permitted Land Uses

The "Development Standards and Permitted Uses" are described in the DA as follows:

Specific [1] Development Standards and [2] Permitted Land Uses ('Development Standards') for the project are outlined in Exhibit C2. The Development Standards contained in this Agreement shall become the prevailing land use regulations for the Project. These regulations will have the full force of the Zoning Ordinance of the City of Bell Municipal Code through application of the Agreement. Where conflicts exist between this Agreement and the City of Bell Municipal Code, the regulations and provisions of this Agreement shall prevail.

(DA, Ex. C, § 5, ¶ B; DA, Ex. C2.)

For organizational purposes, the design standards set forth in the: (1) Development Standards, and (2) Permitted Uses, are analyzed separately below.

(a) Development Standards

The Development Standards are set forth in a table in DA Exhibit C2. The applicable categories of Development Standards referenced therein are addressed below, including the standards related to maximum height and the requirement that certain areas be enclosed and screened.

(i) *Maximum Building Area*

The Maximum Building Area allowed for Parcel A, which is approximately 14 acres in size, is as follows: up to 274,860 square feet of Industrial/Warehouse space, with up to 20,000 square feet of Ancillary Office Space, for a total building size of up to 294,860 square feet. (Dev. Ag., Ex. C2.)

As shown in the "Project Data" list found in the upper right corner of Tab A, Sheet A1-1 of the compendium construction-level plans and drawings attached as Exhibit 4, the main building will be 49,380 square feet. Furthermore, the modular office building will be 1,440 square feet and the guard booth will be 420 square feet. In total, these components of the Facility will constitute a total building area of approximately 51,240 square feet.

The four silos will be located together on a 3,025 square foot concrete pad. The portions of the Conveyor System that will carry construction material to and from the main building (*i.e.*, the belts) will measure approximately 12,485 square feet.

Together, these Conveyor System structures will constitute approximately 15,510 square feet of structures. Thus, when the square footage of these structures is combined with (i) the approximately 49,380 square foot building, (ii) the approximately 1,440 square foot modular office building, and (iii) the 420 square foot existing guard booth, the total square footage of these structures will be approximately 66,750 square feet, which is below the Maximum Building Area of 294,860 square feet. Furthermore, because the offloading, storage, on-loading, and haulage of construction materials (all of which constitute a Permitted Use in accordance with the Development Agreement) typically occurs in an unenclosed setting, the main building was efficiently designed to take up only the amount of space that is appropriate for the operations that will occur therein. Accordingly, the buildings and the Conveyor System structures, combined, will not exceed the Maximum Building Area and therefore, are consistent with these Development Standards.

(ii) *Maximum Height and Mass*

There are Maximum Building Height and Mass restrictions that apply to the development of the CEMEX buildings. (Dev. Ag., Ex. C2.) To the extent the height restriction applies to the Conveyor System, it would be consistent.

Specifically, the tallest portion of the Conveyor System located within the main building (the support wall for the tripper car) is approximately 49 feet tall; the footing of this portion of the

Conveyor System (a steel truss) is located within the main building (the main building is approximately 40 feet tall). (Ex. 5.) Furthermore, the silos are approximately 48 feet tall. (Ex. 5) Thus, these structures will not exceed the 150 foot Maximum Building Height restriction.

As previously discussed in Section V.A.2.(a).(i), above, the total square footage of buildings and the Conveyor System structures, combined, will be approximately 66,750 square feet. Thus, the total mass of development on the 597,991 square foot property will be approximately 11.16%. Accordingly, the buildings and the Conveyor System structures, combined, will not exceed the 100% Maximum Building Mass restriction.

(iii) *Enclosing Walls and Fencing*

The parking, storage, and truck loading areas of the CEMEX Facility must be enclosed. (Dev. Ag., Ex. C2.) To the extent these requirements apply to the Conveyor System, it would be consistent.

As depicted in the construction-level plans and drawings submitted by CEMEX, the street frontage of the main building and the modular office building (*i.e.*, the eastern boundary of Parcel A) and all operations that will be conducted at the Facility (including the truck parking and loading areas) will be enclosed by a concrete tilt-up wall.⁴ Because the Conveyor System, including the silos, will be located within the interior of the concrete tilt-up wall, it will be enclosed by the same.

In addition, the plants and shrubbery that will be used at the subject property will be installed along the exterior of the concrete tilt-up wall. (Ex. 4, Tab W, Sheets L-1 - L-11.) The main building will also enclose a large portion of the Conveyor System. CEMEX will also install an approximately 1,400 foot long landscaped buffer along the western boundary of Parcel A, adjacent to Interstate 710 ("I-710"). The landscaping will include 25-gallon drought-tolerant Leyland Cypress trees planted eight feet apart; the trees are estimated to grow 40-60 feet tall and 20-25 feet wide. Accordingly, the trees, once mature, will provide natural screening of Parcel A when viewed from I-710. The details of the landscaped buffer are further discussed in the conceptual landscaping plan 10/17/2016 (L-1) ("Exhibit 3").

Accordingly, the Conveyor System will comply with the requirements that parking, storage, and truck loading areas of the Facility be enclosed by walls or fencing, to the extent that these requirements are applicable.

⁴ The exception is the portion of the street frontage where the main driveway to the Facility is located, which will be enclosed by a wrought iron gate. The concrete tilt-up wall and the wrought iron gate will run contiguously in a north to south direction, along the eastern boundary of Parcel A, near the western terminus of Rickenbacker Road (*i.e.*, the main driveway to the Facility). (Ex. 4, Tab A, Sheet A1-1.)

(iv) Ground-Mounted Machinery and Utilities

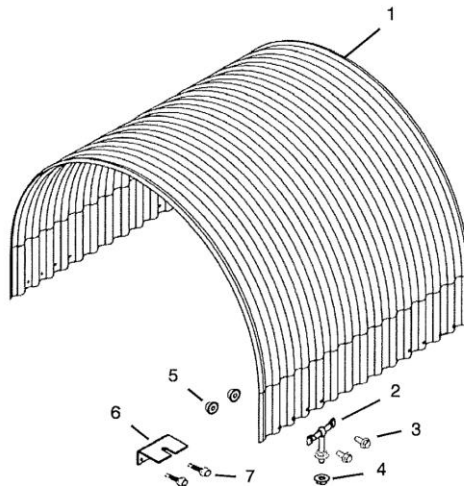
The DA includes design requirements for "Ground-Mounted Machinery and Utilities." (DA, Ex. C2.) Although the term "ground-mounted machinery and utilities" is not defined, Condition of Approval 3.4.d. defines the term "Utilities" as follows:

All ground-mounted utility appurtenances, including but not limited to transformers, AC condensers, or backflow preventers, shall be located out of public view and adequately screened through the use of a combination of concrete or masonry walls, berming, and/or landscaping.

Based on the definition shown above, it appears the term "ground-mounted machinery and utilities" refers to infrastructure related to the provision of water and transmission of electricity. Accordingly, it is unlikely that the Conveyor System would qualify as ground-mounted utility.

Notwithstanding these ambiguities, in response to issues raised by local residents, and following extensive discussions with the City, CEMEX has developed a plan to enclose and screen all of the ground mounted conveyors used as part of the conveyor system. Thus the Conveyor System has been designed to be consistent with the ground-mounted machinery or utility requirements set forth in the Development Standards table shown above, as discussed below.

As discussed in the general arrangement plan (Sheet GA 1) attached as Exhibit 5, the Conveyor System is enclosed and covered with a fixed steel enclosure that is noncombustible. CEMEX has agreed to enclose and screen the Conveyor System at the request of local residents. Additional information about the steel enclosure is attached as Exhibit 6. Depictions of the arch-shaped steel enclosure that will cover the Conveyor System are below:





(This photograph is not a depiction of the CEMEX Facility.)

In addition to being enclosed with the steel cover, the Conveyor System will also be screened by steel panels that will be painted to match the color scheme of the main building and office. A depiction of the screened conveyor system is attached as Exhibit 7, an excerpt of which is shown below:



Similarly, the steel exterior of the four silos will also be painted to match the color scheme of the main building and office.

In addition, the tallest portion of the Conveyor System located within the main building that will exceed the height of the main building by approximately 9 feet, as previously discussed in Section V.A.2.(a).(ii), above, will be enclosed by an architecturally designed enclosure that will have the appearance of an air conditioning unit.

Accordingly, to the extent that the Conveyor System constitutes as "ground-mounted machinery or utilities," it would nevertheless be consistent with the requirements set forth in the Development Standards table shown above.

(b) Permitted Uses

As previously discussed in Section V.A.2, above, the "Permitted Uses" list of the "Development Standards and Permitted Uses" is a component of the "Scope of Development" that is discussed in Exhibit C of the DA. (Dev. Ag., Ex. C, § 1; Dev. Ag., Exs. C1-C2.) The Permitted Uses are set forth in a table in DA Exhibit C2; that table is collectively referred to as "Eligible Uses" and also includes "Accessory Uses."

CEMEX will operate a logistics and distribution facility that will support the transport of construction materials (*i.e.*, aggregate) via onsite railroad service and the subsequent unloading and transfer of the materials onto trucks for delivery to the local marketplace. Thus, the operation will constitute the following types of uses, all of which are Permitted Uses, as shown in the above table: distribution; logistics; sorting, loading, and unloading of parcels and freight; onsite railroad service and transfer facility. The operation also constitutes a gravel (aggregate) sales and storage facility, which, as shown in the above table, is a Permitted Use in the M (Manufacturing) zone. (Muni. Code § 17.40.020.A, No. 21.)

The table set forth in a table in DA Exhibit C2 also allows for the implementation of any accessory uses currently permitted in the M (Manufacturing) zone. As discussed in the City of Bell Municipal Code, the M zone allows the following types of accessory uses: "Accessory uses, buildings or structures" that are "incidental to" a Permitted Use. (Muni. Code § 17.40.020.B.) Accordingly, because the Conveyor System includes structures that are incidental to CEMEX's operation of a Permitted Use, as discussed in the preceding paragraph, the Conveyor System is an Accessory Use allowed for in the Development Agreement.

VI. CONCLUSION

Based on the foregoing analysis, the Conveyor System is consistent and in substantial conformance with the applicable design requirements set forth in the DA. Furthermore, the Conveyor System is an Accessory Use allowed for in the DA.



Appendix A

Supporting Air Quality Documentation and Calculations

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

CEMEX - Bell Parcel A Project

South Coast AQMD Air District, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	1.50	1000sqft	0.03	1,500.00	0
Unrefrigerated Warehouse-No Rail	51.00	1000sqft	1.17	51,000.00	0
Parking Lot	5.25	1000sqft	0.12	5,250.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	31
Climate Zone	9			Operational Year	2019
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	702.44	CH4 Intensity (lb/MWhr)	0.029	N2O Intensity (lb/MWhr)	0.006

1.3 User Entered Comments & Non-Default Data

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

Project Characteristics -

Land Use - Land use types based on proposed building areas. Paving will be limited to 0.12 acres for entire project construction.

Construction Phase - No demolition, site preparation or grading phase is necessary. A short paving phase will occur at the end of building construction.

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Trips and VMT -

Grading -

Architectural Coating - Architectural Coating - Only the interior of the office building will be coated. Parking area striping will only cover 5250 square feet.

Vehicle Trips - General Office - 10 trips to cover employees and 14 trips to cover vendors.

Unrefrigerated Warehouse - 672 truck trips to pick-up and deliver finished material.

Trip length - Trips are already occurring. Area of impact is from Interstate 710 (I-710) to project site which is 2.5 miles.

Vehicle Emission Factors - Idling - Heavy duty trucks are conditioned to not idle more than 3 minutes, therefore emission factors are reduced by 40%.

No cold/warm start-ups from HHD trucks since these trips are already occurring and are not new.

Vehicle Emission Factors - Idling - Heavy duty trucks are conditioned to not idle more than 3 minutes, therefore emission factors are reduced by 40%.

No cold/warm start-ups from HHD trucks since these trips are already occurring and are not new.

Vehicle Emission Factors - Idling - Heavy duty trucks are conditioned to not idle more than 3 minutes, therefore emission factors are reduced by 40%.

No cold/warm start-ups from HHD trucks since these trips are already occurring and are not new.

Fleet Mix - General Office - employees account for 3 LDA's and 2 LDT1s and vendors account for 7 MHDs.

Unrefrigerated Warehouse - Accounts for 100% HHD trucks that will pick-up and deliver finished material.

Area Coating - Non-residential interior - Only general office building will be coated.

Parking - only parking area would be striped.

Energy Use - No natural gas will be utilized at the site.

Operational Off-Road Equipment -

Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	ConstArea_Nonresidential_Interior	78,750.00	1,500.00
tblArchitecturalCoating	ConstArea_Parking	315.00	5,250.00
tblAreaCoating	Area_Nonresidential_Interior	78750	1500
tblAreaCoating	Area_Parking	315	5250

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

tblAreaMitigation	UseLowVOCPaintParkingCheck	False	True
tblEnergyUse	NT24NG	0.39	0.00
tblEnergyUse	NT24NG	0.03	0.00
tblEnergyUse	T24NG	10.02	0.00
tblEnergyUse	T24NG	0.84	0.00
tblFleetMix	HHD	0.03	0.00
tblFleetMix	HHD	0.03	1.00
tblFleetMix	LDA	0.55	0.25
tblFleetMix	LDA	0.55	0.00
tblFleetMix	LDT1	0.04	0.17
tblFleetMix	LDT1	0.04	0.00
tblFleetMix	LDT2	0.20	0.00
tblFleetMix	LDT2	0.20	0.00
tblFleetMix	LHD1	0.02	0.00
tblFleetMix	LHD1	0.02	0.00
tblFleetMix	LHD2	5.8700e-003	0.00
tblFleetMix	LHD2	5.8700e-003	0.00
tblFleetMix	MCY	4.7240e-003	0.00
tblFleetMix	MCY	4.7240e-003	0.00
tblFleetMix	MDV	0.12	0.00
tblFleetMix	MDV	0.12	0.00
tblFleetMix	MH	9.9100e-004	0.00
tblFleetMix	MH	9.9100e-004	0.00
tblFleetMix	MHD	0.02	0.58
tblFleetMix	MHD	0.02	0.00
tblFleetMix	OBUS	1.9990e-003	0.00
tblFleetMix	OBUS	1.9990e-003	0.00

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

tblFleetMix	SBUS	7.0400e-004	0.00
tblFleetMix	SBUS	7.0400e-004	0.00
tblFleetMix	UBUS	2.0270e-003	0.00
tblFleetMix	UBUS	2.0270e-003	0.00
tblVehicleEF	HHD	0.85	0.51
tblVehicleEF	HHD	0.12	0.00
tblVehicleEF	HHD	3.14	1.89
tblVehicleEF	HHD	3.18	0.00
tblVehicleEF	HHD	4,992.93	2,995.76
tblVehicleEF	HHD	9.63	0.00
tblVehicleEF	HHD	25.01	15.01
tblVehicleEF	HHD	19.77	0.00
tblVehicleEF	HHD	0.03	0.02
tblVehicleEF	HHD	1.1800e-004	0.00
tblVehicleEF	HHD	0.03	0.02
tblVehicleEF	HHD	1.1000e-004	0.00
tblVehicleEF	HHD	0.79	0.48
tblVehicleEF	HHD	0.10	0.00
tblVehicleEF	HHD	0.05	0.03
tblVehicleEF	HHD	1.4900e-004	0.00
tblVehicleEF	HHD	0.92	0.55
tblVehicleEF	HHD	0.11	0.00
tblVehicleEF	HHD	0.80	0.48
tblVehicleEF	HHD	0.11	0.00
tblVehicleEF	HHD	2.29	1.38
tblVehicleEF	HHD	3.02	0.00
tblVehicleEF	HHD	5,285.68	3,171.41

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

tblVehicleEF	HHD	9.63	0.00
tblVehicleEF	HHD	25.81	15.48
tblVehicleEF	HHD	19.76	0.00
tblVehicleEF	HHD	0.03	0.02
tblVehicleEF	HHD	1.1800e-004	0.00
tblVehicleEF	HHD	0.02	0.01
tblVehicleEF	HHD	1.1000e-004	0.00
tblVehicleEF	HHD	0.75	0.45
tblVehicleEF	HHD	0.10	0.00
tblVehicleEF	HHD	0.05	0.03
tblVehicleEF	HHD	1.4700e-004	0.00
tblVehicleEF	HHD	0.87	0.52
tblVehicleEF	HHD	0.11	0.00
tblVehicleEF	HHD	0.91	0.55
tblVehicleEF	HHD	0.12	0.00
tblVehicleEF	HHD	4.32	2.59
tblVehicleEF	HHD	3.20	0.00
tblVehicleEF	HHD	4,588.64	2,753.18
tblVehicleEF	HHD	9.63	0.00
tblVehicleEF	HHD	23.92	14.35
tblVehicleEF	HHD	19.77	0.00
tblVehicleEF	HHD	0.04	0.02
tblVehicleEF	HHD	1.1800e-004	0.00
tblVehicleEF	HHD	0.03	0.02
tblVehicleEF	HHD	1.1000e-004	0.00
tblVehicleEF	HHD	0.86	0.51
tblVehicleEF	HHD	0.10	0.00

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

tblVehicleEF	HHD	0.04	0.03
tblVehicleEF	HHD	1.5000e-004	0.00
tblVehicleEF	HHD	0.99	0.60
tblVehicleEF	HHD	0.11	0.00
tblVehicleTrips	CC_TTP	48.00	0.00
tblVehicleTrips	CNW_TL	6.90	2.50
tblVehicleTrips	CNW_TTP	19.00	58.00
tblVehicleTrips	CNW_TTP	41.00	100.00
tblVehicleTrips	CW_TTP	33.00	42.00
tblVehicleTrips	CW_TTP	59.00	0.00
tblVehicleTrips	ST_TR	2.46	16.00
tblVehicleTrips	ST_TR	1.68	13.18
tblVehicleTrips	SU_TR	1.05	16.00
tblVehicleTrips	SU_TR	1.68	13.18
tblVehicleTrips	WD_TR	11.03	16.00
tblVehicleTrips	WD_TR	1.68	13.18

2.0 Emissions Summary

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

2.1 Overall Construction (Maximum Daily Emission)**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2017	3.1542	20.5046	16.0266	0.0274	0.3259	1.2436	1.5695	0.0877	1.1992	1.2869	0.0000	2,596.409 7	2,596.409 7	0.4591	0.0000	2,607.888 0
2018	15.6211	18.6114	15.3524	0.0273	0.3259	1.0681	1.3940	0.0877	1.0312	1.1189	0.0000	2,574.275 5	2,574.275 5	0.4359	0.0000	2,585.172 4
Maximum	15.6211	20.5046	16.0266	0.0274	0.3259	1.2436	1.5695	0.0877	1.1992	1.2869	0.0000	2,596.409 7	2,596.409 7	0.4591	0.0000	2,607.888 0

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2017	3.1542	20.5046	16.0266	0.0274	0.3259	1.2436	1.5695	0.0877	1.1992	1.2869	0.0000	2,596.409 7	2,596.409 7	0.4591	0.0000	2,607.888 0
2018	15.6211	18.6114	15.3524	0.0273	0.3259	1.0681	1.3940	0.0877	1.0312	1.1189	0.0000	2,574.275 5	2,574.275 5	0.4359	0.0000	2,585.172 4
Maximum	15.6211	20.5046	16.0266	0.0274	0.3259	1.2436	1.5695	0.0877	1.1992	1.2869	0.0000	2,596.409 7	2,596.409 7	0.4591	0.0000	2,607.888 0

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.0838	6.0000e-005	5.9500e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	1.2454	38.8671	6.2350	0.1002	1.5599	0.1233	1.6832	0.4299	0.1180	0.5478		10,790.9684	10,790.9684	1.0140		10,816.3188
Total	2.3293	38.8671	6.2409	0.1002	1.5599	0.1233	1.6833	0.4299	0.1180	0.5478		10,790.9810	10,790.9810	1.0141	0.0000	10,816.3323

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.0838	6.0000e-005	5.9500e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	1.2454	38.8671	6.2350	0.1002	1.5599	0.1233	1.6832	0.4299	0.1180	0.5478		10,790.9684	10,790.9684	1.0140		10,816.3188
Total	2.3293	38.8671	6.2409	0.1002	1.5599	0.1233	1.6833	0.4299	0.1180	0.5478		10,790.9810	10,790.9810	1.0141	0.0000	10,816.3323

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Building Construction	Building Construction	11/1/2017	8/7/2018	5	200	
2	Paving	Paving	8/8/2018	8/21/2018	5	10	
3	Architectural Coating	Architectural Coating	8/22/2018	9/4/2018	5	10	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 0

Acres of Paving: 0.12

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 1,500; Non-Residential Outdoor: 26,250; Striped Parking Area: 5,250
(Architectural Coating – sqft)

OffRoad Equipment

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Building Construction	Cranes	1	6.00	231	0.29
Building Construction	Forklifts	1	6.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45
Paving	Cement and Mortar Mixers	1	6.00	9	0.56
Paving	Pavers	1	6.00	130	0.42
Paving	Paving Equipment	1	8.00	132	0.36
Paving	Rollers	1	7.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Building Construction	7	24.00	9.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	5	13.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	5.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

3.2 Building Construction - 2017**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.9653	19.2365	14.3568	0.0220		1.2313	1.2313		1.1875	1.1875		2,043.864 1	2,043.864 1	0.4298		2,054.608 5
Total	2.9653	19.2365	14.3568	0.0220		1.2313	1.2313		1.1875	1.1875		2,043.864 1	2,043.864 1	0.4298		2,054.608 5

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0436	1.1617	0.3020	2.3700e-003	0.0576	0.0100	0.0677	0.0166	9.6100e-003	0.0262		251.5013	251.5013	0.0180		251.9517
Worker	0.1453	0.1064	1.3678	3.0300e-003	0.2683	2.2100e-003	0.2705	0.0711	2.0400e-003	0.0732		301.0443	301.0443	0.0113		301.3278
Total	0.1889	1.2681	1.6698	5.4000e-003	0.3259	0.0123	0.3381	0.0877	0.0117	0.0994		552.5456	552.5456	0.0294		553.2795

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

3.2 Building Construction - 2017**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.9653	19.2365	14.3568	0.0220		1.2313	1.2313		1.1875	1.1875	0.0000	2,043.864 1	2,043.864 1	0.4298		2,054.608 5
Total	2.9653	19.2365	14.3568	0.0220		1.2313	1.2313		1.1875	1.1875	0.0000	2,043.864 1	2,043.864 1	0.4298		2,054.608 5

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0436	1.1617	0.3020	2.3700e-003	0.0576	0.0100	0.0677	0.0166	9.6100e-003	0.0262		251.5013	251.5013	0.0180		251.9517
Worker	0.1453	0.1064	1.3678	3.0300e-003	0.2683	2.2100e-003	0.2705	0.0711	2.0400e-003	0.0732		301.0443	301.0443	0.0113		301.3278
Total	0.1889	1.2681	1.6698	5.4000e-003	0.3259	0.0123	0.3381	0.0877	0.0117	0.0994		552.5456	552.5456	0.0294		553.2795

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

3.2 Building Construction - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.5919	17.4280	13.8766	0.0220		1.0580	1.0580		1.0216	1.0216		2,030.8389	2,030.8389	0.4088		2,041.0596
Total	2.5919	17.4280	13.8766	0.0220		1.0580	1.0580		1.0216	1.0216		2,030.8389	2,030.8389	0.4088		2,041.0596

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0383	1.0907	0.2716	2.3600e-003	0.0576	7.9700e-003	0.0656	0.0166	7.6200e-003	0.0242		250.7922	250.7922	0.0171		251.2190
Worker	0.1293	0.0927	1.2042	2.9400e-003	0.2683	2.1400e-003	0.2704	0.0711	1.9700e-003	0.0731		292.6444	292.6444	9.9800e-003		292.8939
Total	0.1676	1.1834	1.4758	5.3000e-003	0.3259	0.0101	0.3360	0.0877	9.5900e-003	0.0973		543.4366	543.4366	0.0271		544.1128

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

3.2 Building Construction - 2018**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.5919	17.4280	13.8766	0.0220		1.0580	1.0580		1.0216	1.0216	0.0000	2,030.8389	2,030.8389	0.4088		2,041.0596
Total	2.5919	17.4280	13.8766	0.0220		1.0580	1.0580		1.0216	1.0216	0.0000	2,030.8389	2,030.8389	0.4088		2,041.0596

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0383	1.0907	0.2716	2.3600e-003	0.0576	7.9700e-003	0.0656	0.0166	7.6200e-003	0.0242		250.7922	250.7922	0.0171		251.2190
Worker	0.1293	0.0927	1.2042	2.9400e-003	0.2683	2.1400e-003	0.2704	0.0711	1.9700e-003	0.0731		292.6444	292.6444	9.9800e-003		292.8939
Total	0.1676	1.1834	1.4758	5.3000e-003	0.3259	0.0101	0.3360	0.0877	9.5900e-003	0.0973		543.4366	543.4366	0.0271		544.1128

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

3.3 Paving - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0182	10.4525	8.9926	0.0135		0.6097	0.6097		0.5618	0.5618		1,346.4360	1,346.4360	0.4113		1,356.7186
Paving	0.0314					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.0497	10.4525	8.9926	0.0135		0.6097	0.6097		0.5618	0.5618		1,346.4360	1,346.4360	0.4113		1,356.7186

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0701	0.0502	0.6523	1.5900e-003	0.1453	1.1600e-003	0.1465	0.0385	1.0700e-003	0.0396		158.5157	158.5157	5.4100e-003		158.6508
Total	0.0701	0.0502	0.6523	1.5900e-003	0.1453	1.1600e-003	0.1465	0.0385	1.0700e-003	0.0396		158.5157	158.5157	5.4100e-003		158.6508

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

3.3 Paving - 2018**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0182	10.4525	8.9926	0.0135		0.6097	0.6097		0.5618	0.5618	0.0000	1,346.4360	1,346.4360	0.4113		1,356.7186
Paving	0.0314					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.0497	10.4525	8.9926	0.0135		0.6097	0.6097		0.5618	0.5618	0.0000	1,346.4360	1,346.4360	0.4113		1,356.7186

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0701	0.0502	0.6523	1.5900e-003	0.1453	1.1600e-003	0.1465	0.0385	1.0700e-003	0.0396		158.5157	158.5157	5.4100e-003		158.6508
Total	0.0701	0.0502	0.6523	1.5900e-003	0.1453	1.1600e-003	0.1465	0.0385	1.0700e-003	0.0396		158.5157	158.5157	5.4100e-003		158.6508

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

3.4 Architectural Coating - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	15.2955					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2986	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506		281.4485	281.4485	0.0267		282.1171
Total	15.5941	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506		281.4485	281.4485	0.0267		282.1171

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0269	0.0193	0.2509	6.1000e-004	0.0559	4.5000e-004	0.0563	0.0148	4.1000e-004	0.0152		60.9676	60.9676	2.0800e-003		61.0196
Total	0.0269	0.0193	0.2509	6.1000e-004	0.0559	4.5000e-004	0.0563	0.0148	4.1000e-004	0.0152		60.9676	60.9676	2.0800e-003		61.0196

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

3.4 Architectural Coating - 2018**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	15.2955					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2986	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506	0.0000	281.4485	281.4485	0.0267		282.1171
Total	15.5941	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506	0.0000	281.4485	281.4485	0.0267		282.1171

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0269	0.0193	0.2509	6.1000e-004	0.0559	4.5000e-004	0.0563	0.0148	4.1000e-004	0.0152		60.9676	60.9676	2.0800e-003		61.0196
Total	0.0269	0.0193	0.2509	6.1000e-004	0.0559	4.5000e-004	0.0563	0.0148	4.1000e-004	0.0152		60.9676	60.9676	2.0800e-003		61.0196

4.0 Operational Detail - Mobile

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	1.2454	38.8671	6.2350	0.1002	1.5599	0.1233	1.6832	0.4299	0.1180	0.5478		10,790.9684	10,790.9684	1.0140		10,816.3188
Unmitigated	1.2454	38.8671	6.2350	0.1002	1.5599	0.1233	1.6832	0.4299	0.1180	0.5478		10,790.9684	10,790.9684	1.0140		10,816.3188

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
General Office Building	24.00	24.00	24.00	78,408	78,408
Parking Lot	0.00	0.00	0.00		
Unrefrigerated Warehouse-No Rail	672.18	672.18	672.18	571,129	571,129
Total	696.18	696.18	696.18	649,537	649,537

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
General Office Building	16.60	8.40	6.90	42.00	0.00	58.00	77	19	4
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0
Unrefrigerated Warehouse-No	16.60	8.40	2.50	0.00	0.00	100.00	92	5	3

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
General Office Building	0.250000	0.166700	0.000000	0.000000	0.000000	0.000000	0.583300	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000
Parking Lot	0.546418	0.044132	0.199182	0.124467	0.017484	0.005870	0.020172	0.031831	0.001999	0.002027	0.004724	0.000704	0.000991
Unrefrigerated Warehouse-No Rail	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	1.000000	0.000000	0.000000	0.000000	0.000000	0.000000

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

5.2 Energy by Land Use - NaturalGas**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
General Office Building	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
General Office Building	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

6.0 Area Detail**6.1 Mitigation Measures Area**

Use Low VOC Paint - Non-Residential Interior

Use Low VOC Paint - Non-Residential Exterior

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	1.0838	6.0000e-005	5.9500e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135
Unmitigated	1.0838	6.0000e-005	5.9500e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

6.2 Area by SubCategory**Unmitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.0419					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.0414					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	5.6000e-004	6.0000e-005	5.9500e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135
Total	1.0838	6.0000e-005	5.9500e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.0419					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.0414					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	5.6000e-004	6.0000e-005	5.9500e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135
Total	1.0838	6.0000e-005	5.9500e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135

7.0 Water Detail

BELL-3285

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	-----------	-------------	-------------	-----------

10.0 Stationary Equipment**Fire Pumps and Emergency Generators**

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	------------	-------------	-------------	-----------

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
----------------	--------	----------------	-----------------	---------------	-----------

User Defined Equipment

Equipment Type	Number
----------------	--------

11.0 Vegetation

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

CEMEX - Bell Parcel A Project

South Coast AQMD Air District, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	1.50	1000sqft	0.03	1,500.00	0
Unrefrigerated Warehouse-No Rail	51.00	1000sqft	1.17	51,000.00	0
Parking Lot	5.25	1000sqft	0.12	5,250.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	31
Climate Zone	9			Operational Year	2019
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	702.44	CH4 Intensity (lb/MWhr)	0.029	N2O Intensity (lb/MWhr)	0.006

1.3 User Entered Comments & Non-Default Data

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

Project Characteristics -

Land Use - Land use types based on proposed building areas. Paving will be limited to 0.12 acres for entire project construction.

Construction Phase - No demolition, site preparation or grading phase is necessary. A short paving phase will occur at the end of building construction.

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Trips and VMT -

Grading -

Architectural Coating - Architectural Coating - Only the interior of the office building will be coated. Parking area striping will only cover 5250 square feet.

Vehicle Trips - General Office - 10 trips to cover employees and 14 trips to cover vendors.

Unrefrigerated Warehouse - 672 truck trips to pick-up and deliver finished material.

Trip length - Trips are already occurring. Area of impact is from Interstate 710 (I-710) to project site which is 2.5 miles.

Vehicle Emission Factors - Idling - Heavy duty trucks are conditioned to not idle more than 3 minutes, therefore emission factors are reduced by 40%.

No cold/warm start-ups from HHD trucks since these trips are already occurring and are not new.

Vehicle Emission Factors - Idling - Heavy duty trucks are conditioned to not idle more than 3 minutes, therefore emission factors are reduced by 40%.

No cold/warm start-ups from HHD trucks since these trips are already occurring and are not new.

Vehicle Emission Factors - Idling - Heavy duty trucks are conditioned to not idle more than 3 minutes, therefore emission factors are reduced by 40%.

No cold/warm start-ups from HHD trucks since these trips are already occurring and are not new.

Fleet Mix - General Office - employees account for 3 LDA's and 2 LDT1s and vendors account for 7 MHDs.

Unrefrigerated Warehouse - Accounts for 100% HHD trucks that will pick-up and deliver finished material.

Area Coating - Non-residential interior - Only general office building will be coated.

Parking - only parking area would be striped.

Energy Use - No natural gas will be utilized at the site.

Operational Off-Road Equipment -

Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	ConstArea_Nonresidential_Interior	78,750.00	1,500.00
tblArchitecturalCoating	ConstArea_Parking	315.00	5,250.00
tblAreaCoating	Area_Nonresidential_Interior	78750	1500
tblAreaCoating	Area_Parking	315	5250

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

tblAreaMitigation	UseLowVOCPaintParkingCheck	False	True
tblEnergyUse	NT24NG	0.39	0.00
tblEnergyUse	NT24NG	0.03	0.00
tblEnergyUse	T24NG	10.02	0.00
tblEnergyUse	T24NG	0.84	0.00
tblFleetMix	HHD	0.03	0.00
tblFleetMix	HHD	0.03	1.00
tblFleetMix	LDA	0.55	0.25
tblFleetMix	LDA	0.55	0.00
tblFleetMix	LDT1	0.04	0.17
tblFleetMix	LDT1	0.04	0.00
tblFleetMix	LDT2	0.20	0.00
tblFleetMix	LDT2	0.20	0.00
tblFleetMix	LHD1	0.02	0.00
tblFleetMix	LHD1	0.02	0.00
tblFleetMix	LHD2	5.8700e-003	0.00
tblFleetMix	LHD2	5.8700e-003	0.00
tblFleetMix	MCY	4.7240e-003	0.00
tblFleetMix	MCY	4.7240e-003	0.00
tblFleetMix	MDV	0.12	0.00
tblFleetMix	MDV	0.12	0.00
tblFleetMix	MH	9.9100e-004	0.00
tblFleetMix	MH	9.9100e-004	0.00
tblFleetMix	MHD	0.02	0.58
tblFleetMix	MHD	0.02	0.00
tblFleetMix	OBUS	1.9990e-003	0.00
tblFleetMix	OBUS	1.9990e-003	0.00

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

tblFleetMix	SBUS	7.0400e-004	0.00
tblFleetMix	SBUS	7.0400e-004	0.00
tblFleetMix	UBUS	2.0270e-003	0.00
tblFleetMix	UBUS	2.0270e-003	0.00
tblVehicleEF	HHD	0.85	0.51
tblVehicleEF	HHD	0.12	0.00
tblVehicleEF	HHD	3.14	1.89
tblVehicleEF	HHD	3.18	0.00
tblVehicleEF	HHD	4,992.93	2,995.76
tblVehicleEF	HHD	9.63	0.00
tblVehicleEF	HHD	25.01	15.01
tblVehicleEF	HHD	19.77	0.00
tblVehicleEF	HHD	0.03	0.02
tblVehicleEF	HHD	1.1800e-004	0.00
tblVehicleEF	HHD	0.03	0.02
tblVehicleEF	HHD	1.1000e-004	0.00
tblVehicleEF	HHD	0.79	0.48
tblVehicleEF	HHD	0.10	0.00
tblVehicleEF	HHD	0.05	0.03
tblVehicleEF	HHD	1.4900e-004	0.00
tblVehicleEF	HHD	0.92	0.55
tblVehicleEF	HHD	0.11	0.00
tblVehicleEF	HHD	0.80	0.48
tblVehicleEF	HHD	0.11	0.00
tblVehicleEF	HHD	2.29	1.38
tblVehicleEF	HHD	3.02	0.00
tblVehicleEF	HHD	5,285.68	3,171.41

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

tblVehicleEF	HHD	9.63	0.00
tblVehicleEF	HHD	25.81	15.48
tblVehicleEF	HHD	19.76	0.00
tblVehicleEF	HHD	0.03	0.02
tblVehicleEF	HHD	1.1800e-004	0.00
tblVehicleEF	HHD	0.02	0.01
tblVehicleEF	HHD	1.1000e-004	0.00
tblVehicleEF	HHD	0.75	0.45
tblVehicleEF	HHD	0.10	0.00
tblVehicleEF	HHD	0.05	0.03
tblVehicleEF	HHD	1.4700e-004	0.00
tblVehicleEF	HHD	0.87	0.52
tblVehicleEF	HHD	0.11	0.00
tblVehicleEF	HHD	0.91	0.55
tblVehicleEF	HHD	0.12	0.00
tblVehicleEF	HHD	4.32	2.59
tblVehicleEF	HHD	3.20	0.00
tblVehicleEF	HHD	4,588.64	2,753.18
tblVehicleEF	HHD	9.63	0.00
tblVehicleEF	HHD	23.92	14.35
tblVehicleEF	HHD	19.77	0.00
tblVehicleEF	HHD	0.04	0.02
tblVehicleEF	HHD	1.1800e-004	0.00
tblVehicleEF	HHD	0.03	0.02
tblVehicleEF	HHD	1.1000e-004	0.00
tblVehicleEF	HHD	0.86	0.51
tblVehicleEF	HHD	0.10	0.00

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

tblVehicleEF	HHD	0.04	0.03
tblVehicleEF	HHD	1.5000e-004	0.00
tblVehicleEF	HHD	0.99	0.60
tblVehicleEF	HHD	0.11	0.00
tblVehicleTrips	CC_TTP	48.00	0.00
tblVehicleTrips	CNW_TL	6.90	2.50
tblVehicleTrips	CNW_TTP	19.00	58.00
tblVehicleTrips	CNW_TTP	41.00	100.00
tblVehicleTrips	CW_TTP	33.00	42.00
tblVehicleTrips	CW_TTP	59.00	0.00
tblVehicleTrips	ST_TR	2.46	16.00
tblVehicleTrips	ST_TR	1.68	13.18
tblVehicleTrips	SU_TR	1.05	16.00
tblVehicleTrips	SU_TR	1.68	13.18
tblVehicleTrips	WD_TR	11.03	16.00
tblVehicleTrips	WD_TR	1.68	13.18

2.0 Emissions Summary

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

2.1 Overall Construction (Maximum Daily Emission)**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2017	3.1686	20.5184	15.9345	0.0272	0.3259	1.2438	1.5696	0.0877	1.1993	1.2871	0.0000	2,570.097 2	2,570.097 2	0.4598	0.0000	2,581.591 2
2018	15.6234	18.6220	15.2679	0.0271	0.3259	1.0683	1.3941	0.0877	1.0313	1.1190	0.0000	2,548.282 7	2,548.282 7	0.4365	0.0000	2,559.195 4
Maximum	15.6234	20.5184	15.9345	0.0272	0.3259	1.2438	1.5696	0.0877	1.1993	1.2871	0.0000	2,570.097 2	2,570.097 2	0.4598	0.0000	2,581.591 2

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2017	3.1686	20.5184	15.9345	0.0272	0.3259	1.2438	1.5696	0.0877	1.1993	1.2871	0.0000	2,570.097 2	2,570.097 2	0.4598	0.0000	2,581.591 2
2018	15.6234	18.6220	15.2679	0.0271	0.3259	1.0683	1.3941	0.0877	1.0313	1.1190	0.0000	2,548.282 7	2,548.282 7	0.4365	0.0000	2,559.195 3
Maximum	15.6234	20.5184	15.9345	0.0272	0.3259	1.2438	1.5696	0.0877	1.1993	1.2871	0.0000	2,570.097 2	2,570.097 2	0.4598	0.0000	2,581.591 2

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

BELL-3293

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.0838	6.0000e-005	5.9500e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	1.3389	37.8453	8.0073	0.0944	1.5599	0.1316	1.6915	0.4299	0.1259	0.5558		10,166.21 20	10,166.21 20	1.1153		10,194.09 42
Total	2.4227	37.8454	8.0133	0.0944	1.5599	0.1316	1.6916	0.4299	0.1259	0.5558		10,166.22 47	10,166.22 47	1.1153	0.0000	10,194.10 77

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.0838	6.0000e-005	5.9500e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	1.3389	37.8453	8.0073	0.0944	1.5599	0.1316	1.6915	0.4299	0.1259	0.5558		10,166.21 20	10,166.21 20	1.1153		10,194.09 42
Total	2.4227	37.8454	8.0133	0.0944	1.5599	0.1316	1.6916	0.4299	0.1259	0.5558		10,166.22 47	10,166.22 47	1.1153	0.0000	10,194.10 77

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Building Construction	Building Construction	11/1/2017	8/7/2018	5	200	
2	Paving	Paving	8/8/2018	8/21/2018	5	10	
3	Architectural Coating	Architectural Coating	8/22/2018	9/4/2018	5	10	

Acres of Grading (Site Preparation Phase): 0**Acres of Grading (Grading Phase): 0****Acres of Paving: 0.12****Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 1,500; Non-Residential Outdoor: 26,250; Striped Parking Area: 5,250 (Architectural Coating – sqft)****OffRoad Equipment**

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Building Construction	Cranes	1	6.00	231	0.29
Building Construction	Forklifts	1	6.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45
Paving	Cement and Mortar Mixers	1	6.00	9	0.56
Paving	Pavers	1	6.00	130	0.42
Paving	Paving Equipment	1	8.00	132	0.36
Paving	Rollers	1	7.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Building Construction	7	24.00	9.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	5	13.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	5.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

3.2 Building Construction - 2017**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.9653	19.2365	14.3568	0.0220		1.2313	1.2313		1.1875	1.1875		2,043.864 1	2,043.864 1	0.4298		2,054.608 5
Total	2.9653	19.2365	14.3568	0.0220		1.2313	1.2313		1.1875	1.1875		2,043.864 1	2,043.864 1	0.4298		2,054.608 5

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0454	1.1653	0.3338	2.3000e-003	0.0576	0.0102	0.0678	0.0166	9.7500e-003	0.0263		244.5577	244.5577	0.0193		245.0410
Worker	0.1579	0.1166	1.2440	2.8300e-003	0.2683	2.2100e-003	0.2705	0.0711	2.0400e-003	0.0732		281.6755	281.6755	0.0107		281.9417
Total	0.2033	1.2819	1.5778	5.1300e-003	0.3259	0.0124	0.3383	0.0877	0.0118	0.0995		526.2331	526.2331	0.0300		526.9827

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

3.2 Building Construction - 2017**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.9653	19.2365	14.3568	0.0220		1.2313	1.2313		1.1875	1.1875	0.0000	2,043.864 1	2,043.864 1	0.4298		2,054.608 5
Total	2.9653	19.2365	14.3568	0.0220		1.2313	1.2313		1.1875	1.1875	0.0000	2,043.864 1	2,043.864 1	0.4298		2,054.608 5

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0454	1.1653	0.3338	2.3000e-003	0.0576	0.0102	0.0678	0.0166	9.7500e-003	0.0263		244.5577	244.5577	0.0193		245.0410
Worker	0.1579	0.1166	1.2440	2.8300e-003	0.2683	2.2100e-003	0.2705	0.0711	2.0400e-003	0.0732		281.6755	281.6755	0.0107		281.9417
Total	0.2033	1.2819	1.5778	5.1300e-003	0.3259	0.0124	0.3383	0.0877	0.0118	0.0995		526.2331	526.2331	0.0300		526.9827

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

3.2 Building Construction - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.5919	17.4280	13.8766	0.0220		1.0580	1.0580		1.0216	1.0216		2,030.8389	2,030.8389	0.4088		2,041.0596
Total	2.5919	17.4280	13.8766	0.0220		1.0580	1.0580		1.0216	1.0216		2,030.8389	2,030.8389	0.4088		2,041.0596

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0400	1.0925	0.3015	2.2900e-003	0.0576	8.0900e-003	0.0657	0.0166	7.7400e-003	0.0243		243.6808	243.6808	0.0183		244.1392
Worker	0.1406	0.1016	1.0898	2.7500e-003	0.2683	2.1400e-003	0.2704	0.0711	1.9700e-003	0.0731		273.7630	273.7630	9.3400e-003		273.9966
Total	0.1806	1.1941	1.3913	5.0400e-003	0.3259	0.0102	0.3361	0.0877	9.7100e-003	0.0974		517.4438	517.4438	0.0277		518.1358

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

3.2 Building Construction - 2018**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.5919	17.4280	13.8766	0.0220		1.0580	1.0580		1.0216	1.0216	0.0000	2,030.8389	2,030.8389	0.4088		2,041.0596
Total	2.5919	17.4280	13.8766	0.0220		1.0580	1.0580		1.0216	1.0216	0.0000	2,030.8389	2,030.8389	0.4088		2,041.0596

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0400	1.0925	0.3015	2.2900e-003	0.0576	8.0900e-003	0.0657	0.0166	7.7400e-003	0.0243		243.6808	243.6808	0.0183		244.1392
Worker	0.1406	0.1016	1.0898	2.7500e-003	0.2683	2.1400e-003	0.2704	0.0711	1.9700e-003	0.0731		273.7630	273.7630	9.3400e-003		273.9966
Total	0.1806	1.1941	1.3913	5.0400e-003	0.3259	0.0102	0.3361	0.0877	9.7100e-003	0.0974		517.4438	517.4438	0.0277		518.1358

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

3.3 Paving - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0182	10.4525	8.9926	0.0135		0.6097	0.6097		0.5618	0.5618		1,346.4360	1,346.4360	0.4113		1,356.7186
Paving	0.0314					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.0497	10.4525	8.9926	0.0135		0.6097	0.6097		0.5618	0.5618		1,346.4360	1,346.4360	0.4113		1,356.7186

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0762	0.0550	0.5903	1.4900e-003	0.1453	1.1600e-003	0.1465	0.0385	1.0700e-003	0.0396		148.2883	148.2883	5.0600e-003		148.4148
Total	0.0762	0.0550	0.5903	1.4900e-003	0.1453	1.1600e-003	0.1465	0.0385	1.0700e-003	0.0396		148.2883	148.2883	5.0600e-003		148.4148

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

3.3 Paving - 2018**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0182	10.4525	8.9926	0.0135		0.6097	0.6097		0.5618	0.5618	0.0000	1,346.4360	1,346.4360	0.4113		1,356.7186
Paving	0.0314					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.0497	10.4525	8.9926	0.0135		0.6097	0.6097		0.5618	0.5618	0.0000	1,346.4360	1,346.4360	0.4113		1,356.7186

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0762	0.0550	0.5903	1.4900e-003	0.1453	1.1600e-003	0.1465	0.0385	1.0700e-003	0.0396		148.2883	148.2883	5.0600e-003		148.4148
Total	0.0762	0.0550	0.5903	1.4900e-003	0.1453	1.1600e-003	0.1465	0.0385	1.0700e-003	0.0396		148.2883	148.2883	5.0600e-003		148.4148

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

3.4 Architectural Coating - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	15.2955					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2986	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506		281.4485	281.4485	0.0267		282.1171
Total	15.5941	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506		281.4485	281.4485	0.0267		282.1171

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0293	0.0212	0.2271	5.7000e-004	0.0559	4.5000e-004	0.0563	0.0148	4.1000e-004	0.0152		57.0340	57.0340	1.9500e-003		57.0826
Total	0.0293	0.0212	0.2271	5.7000e-004	0.0559	4.5000e-004	0.0563	0.0148	4.1000e-004	0.0152		57.0340	57.0340	1.9500e-003		57.0826

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

3.4 Architectural Coating - 2018**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	15.2955					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2986	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506	0.0000	281.4485	281.4485	0.0267		282.1171
Total	15.5941	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506	0.0000	281.4485	281.4485	0.0267		282.1171

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0293	0.0212	0.2271	5.7000e-004	0.0559	4.5000e-004	0.0563	0.0148	4.1000e-004	0.0152		57.0340	57.0340	1.9500e-003		57.0826
Total	0.0293	0.0212	0.2271	5.7000e-004	0.0559	4.5000e-004	0.0563	0.0148	4.1000e-004	0.0152		57.0340	57.0340	1.9500e-003		57.0826

4.0 Operational Detail - Mobile

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	1.3389	37.8453	8.0073	0.0944	1.5599	0.1316	1.6915	0.4299	0.1259	0.5558		10,166.21 20	10,166.21 20	1.1153		10,194.09 42
Unmitigated	1.3389	37.8453	8.0073	0.0944	1.5599	0.1316	1.6915	0.4299	0.1259	0.5558		10,166.21 20	10,166.21 20	1.1153		10,194.09 42

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
General Office Building	24.00	24.00	24.00	78,408	78,408
Parking Lot	0.00	0.00	0.00		
Unrefrigerated Warehouse-No Rail	672.18	672.18	672.18	571,129	571,129
Total	696.18	696.18	696.18	649,537	649,537

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
General Office Building	16.60	8.40	6.90	42.00	0.00	58.00	77	19	4
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0
Unrefrigerated Warehouse-No	16.60	8.40	2.50	0.00	0.00	100.00	92	5	3

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
General Office Building	0.250000	0.166700	0.000000	0.000000	0.000000	0.000000	0.583300	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000
Parking Lot	0.546418	0.044132	0.199182	0.124467	0.017484	0.005870	0.020172	0.031831	0.001999	0.002027	0.004724	0.000704	0.000991
Unrefrigerated Warehouse-No Rail	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	1.000000	0.000000	0.000000	0.000000	0.000000	0.000000

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

5.2 Energy by Land Use - NaturalGas**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
General Office Building	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
General Office Building	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

6.0 Area Detail**6.1 Mitigation Measures Area**

Use Low VOC Paint - Non-Residential Interior

Use Low VOC Paint - Non-Residential Exterior

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	1.0838	6.0000e-005	5.9500e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135
Unmitigated	1.0838	6.0000e-005	5.9500e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

6.2 Area by SubCategory**Unmitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.0419					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.0414					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	5.6000e-004	6.0000e-005	5.9500e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135
Total	1.0838	6.0000e-005	5.9500e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.0419					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.0414					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	5.6000e-004	6.0000e-005	5.9500e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135
Total	1.0838	6.0000e-005	5.9500e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135

7.0 Water Detail

BELL-3309

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	-----------	-------------	-------------	-----------

10.0 Stationary Equipment**Fire Pumps and Emergency Generators**

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	------------	-------------	-------------	-----------

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
----------------	--------	----------------	-----------------	---------------	-----------

User Defined Equipment

Equipment Type	Number
----------------	--------

11.0 Vegetation

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

CEMEX - Bell Parcel A Project
South Coast AQMD Air District, Winter**1.0 Project Characteristics**

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	1.50	1000sqft	0.03	1,500.00	0
Unrefrigerated Warehouse-No Rail	51.00	1000sqft	1.17	51,000.00	0
Parking Lot	5.25	1000sqft	0.12	5,250.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	31
Climate Zone	9			Operational Year	2023
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	702.44	CH4 Intensity (lb/MWhr)	0.029	N2O Intensity (lb/MWhr)	0.006

1.3 User Entered Comments & Non-Default Data

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

Project Characteristics -

Land Use - Land use types based on proposed building areas. Paving will be limited to 0.12 acres for entire project construction.

Construction Phase - No demolition, site preparation or grading phase is necessary. A short paving phase will occur at the end of building construction.

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Trips and VMT -

Grading -

Architectural Coating - Architectural Coating - Only the interior of the office building will be coated. Parking area striping will only cover 5250 square feet.

Vehicle Trips - General Office - 10 trips to cover employees and 14 trips to cover vendors.

Unrefrigerated Warehouse - 672 truck trips to pick-up and deliver finished material.

Trip length - Trips are already occurring. Area of impact is from Interstate 710 (I-710) to preproject site which is 2.5 miles.

Vehicle Emission Factors - Idling - Heavy duty trucks are conditioned to not idle more than 3 minutes, therefore emission factors are reduced by 40%.

No cold/warm start-ups from HHD trucks since these trips are already occurring and are not new.

Fleet Mix - General Office - employees account for 3 LDAs and 2 LDTs and vendors account for 7 MHDs

Unrefrigerated warehouse - Accounts for 100% HHD trucks that will pick-up and deliver finished material.

Area Coating - Non-residential interior - Only general office building will be coated.

Parking - only parking area would be striped.

Energy Use - No natural gas will be utilized at the site.

Vehicle Emission Factors - Idling - Heavy duty trucks are conditioned to not idle more than 3 minutes, therefore emission factors are reduced by 40%.

No cold/warm start-ups from HHD trucks since these trips are already occurring and are not new.

Vehicle Emission Factors - Idling - Heavy duty trucks are conditioned to not idle more than 3 minutes, therefore emission factors are reduced by 40%.

No cold/warm start-ups from HHD trucks since these trips are already occurring and are not new.

Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	ConstArea_Nonresidential_Interior	78,750.00	1,500.00
tblArchitecturalCoating	ConstArea_Parking	315.00	5,250.00
tblAreaCoating	Area_Nonresidential_Interior	78750	1500
tblAreaCoating	Area_Parking	315	5250
tblAreaMitigation	UseLowVOCPaintParkingCheck	False	True

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

tblEnergyUse	NT24NG	0.39	0.00
tblEnergyUse	NT24NG	0.03	0.00
tblEnergyUse	T24NG	10.02	0.00
tblEnergyUse	T24NG	0.84	0.00
tblFleetMix	HHD	0.03	0.00
tblFleetMix	HHD	0.03	1.00
tblFleetMix	LDA	0.55	0.25
tblFleetMix	LDA	0.55	0.00
tblFleetMix	LDT1	0.04	0.17
tblFleetMix	LDT1	0.04	0.00
tblFleetMix	LDT2	0.20	0.00
tblFleetMix	LDT2	0.20	0.00
tblFleetMix	LHD1	0.02	0.00
tblFleetMix	LHD1	0.02	0.00
tblFleetMix	LHD2	5.8250e-003	0.00
tblFleetMix	LHD2	5.8250e-003	0.00
tblFleetMix	MCY	4.8760e-003	0.00
tblFleetMix	MCY	4.8760e-003	0.00
tblFleetMix	MDV	0.12	0.00
tblFleetMix	MDV	0.12	0.00
tblFleetMix	MH	8.6800e-004	0.00
tblFleetMix	MH	8.6800e-004	0.00
tblFleetMix	MHD	0.02	0.58
tblFleetMix	MHD	0.02	0.00
tblFleetMix	OBUS	2.1230e-003	0.00
tblFleetMix	OBUS	2.1230e-003	0.00
tblFleetMix	SBUS	7.1000e-004	0.00

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

tblFleetMix	SBUS	7.1000e-004	0.00
tblFleetMix	UBUS	1.7800e-003	0.00
tblFleetMix	UBUS	1.7800e-003	0.00
tblVehicleEF	HHD	0.55	0.33
tblVehicleEF	HHD	0.07	0.00
tblVehicleEF	HHD	1.68	1.01
tblVehicleEF	HHD	2.88	0.00
tblVehicleEF	HHD	4,676.01	2,805.60
tblVehicleEF	HHD	9.29	0.00
tblVehicleEF	HHD	14.62	8.77
tblVehicleEF	HHD	19.69	0.00
tblVehicleEF	HHD	9.0010e-003	5.4010e-003
tblVehicleEF	HHD	7.9000e-005	0.00
tblVehicleEF	HHD	8.6120e-003	5.1670e-003
tblVehicleEF	HHD	7.3000e-005	0.00
tblVehicleEF	HHD	0.43	0.26
tblVehicleEF	HHD	0.07	0.00
tblVehicleEF	HHD	0.04	0.03
tblVehicleEF	HHD	1.4000e-004	0.00
tblVehicleEF	HHD	0.50	0.30
tblVehicleEF	HHD	0.07	0.00
tblVehicleEF	HHD	0.52	0.31
tblVehicleEF	HHD	0.07	0.00
tblVehicleEF	HHD	1.22	0.92
tblVehicleEF	HHD	2.73	0.00
tblVehicleEF	HHD	4,953.81	2,972.29
tblVehicleEF	HHD	9.29	0.00

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

tblVehicleEF	HHD	15.09	9.05
tblVehicleEF	HHD	19.68	0.00
tblVehicleEF	HHD	7.5890e-003	4.5530e-003
tblVehicleEF	HHD	7.9000e-005	0.00
tblVehicleEF	HHD	7.2610e-003	4.3570e-003
tblVehicleEF	HHD	7.3000e-005	0.00
tblVehicleEF	HHD	0.40	0.24
tblVehicleEF	HHD	0.06	0.00
tblVehicleEF	HHD	0.05	0.03
tblVehicleEF	HHD	1.3800e-004	0.00
tblVehicleEF	HHD	0.48	0.29
tblVehicleEF	HHD	0.07	0.00
tblVehicleEF	HHD	0.59	0.36
tblVehicleEF	HHD	0.07	0.00
tblVehicleEF	HHD	2.32	1.39
tblVehicleEF	HHD	2.90	0.00
tblVehicleEF	HHD	4,292.37	2,575.42
tblVehicleEF	HHD	9.29	0.00
tblVehicleEF	HHD	13.97	8.38
tblVehicleEF	HHD	19.69	0.00
tblVehicleEF	HHD	0.01	6.5712e-003
tblVehicleEF	HHD	7.9000e-005	0.00
tblVehicleEF	HHD	0.01	6.2868e-003
tblVehicleEF	HHD	7.3000e-005	0.00
tblVehicleEF	HHD	0.46	0.28
tblVehicleEF	HHD	0.07	0.00
tblVehicleEF	HHD	0.04	0.02

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

tblVehicleEF	HHD	1.4000e-004	0.00
tblVehicleEF	HHD	0.54	0.33
tblVehicleEF	HHD	0.07	0.00
tblVehicleTrips	CC_TTP	48.00	0.00
tblVehicleTrips	CNW_TL	6.90	2.50
tblVehicleTrips	CNW_TTP	19.00	58.00
tblVehicleTrips	CNW_TTP	41.00	100.00
tblVehicleTrips	CW_TTP	33.00	42.00
tblVehicleTrips	CW_TTP	59.00	0.00
tblVehicleTrips	ST_TR	2.46	16.00
tblVehicleTrips	ST_TR	1.68	13.18
tblVehicleTrips	SU_TR	1.05	16.00
tblVehicleTrips	SU_TR	1.68	13.18
tblVehicleTrips	WD_TR	11.03	16.00
tblVehicleTrips	WD_TR	1.68	13.18

2.0 Emissions Summary

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

2.1 Overall Construction (Maximum Daily Emission)**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2017	3.1686	20.5184	15.9345	0.0272	0.3259	1.2438	1.5696	0.0877	1.1993	1.2871	0.0000	2,570.097 2	2,570.097 2	0.4598	0.0000	2,581.591 2
2018	15.6234	18.6220	15.2679	0.0271	0.3259	1.0683	1.3941	0.0877	1.0313	1.1190	0.0000	2,548.282 7	2,548.282 7	0.4365	0.0000	2,559.195 4
Maximum	15.6234	20.5184	15.9345	0.0272	0.3259	1.2438	1.5696	0.0877	1.1993	1.2871	0.0000	2,570.097 2	2,570.097 2	0.4598	0.0000	2,581.591 2

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2017	3.1686	20.5184	15.9345	0.0272	0.3259	1.2438	1.5696	0.0877	1.1993	1.2871	0.0000	2,570.097 2	2,570.097 2	0.4598	0.0000	2,581.591 2
2018	15.6234	18.6220	15.2679	0.0271	0.3259	1.0683	1.3941	0.0877	1.0313	1.1190	0.0000	2,548.282 7	2,548.282 7	0.4365	0.0000	2,559.195 3
Maximum	15.6234	20.5184	15.9345	0.0272	0.3259	1.2438	1.5696	0.0877	1.1993	1.2871	0.0000	2,570.097 2	2,570.097 2	0.4598	0.0000	2,581.591 2

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.0838	5.0000e-005	5.9000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.7273	19.0332	5.5888	0.0875	1.5598	0.0316	1.5915	0.4298	0.0303	0.4601		9,480.9695	9,480.9695	0.8203		9,501.4770
Total	1.8111	19.0333	5.5947	0.0875	1.5598	0.0317	1.5915	0.4298	0.0303	0.4601		9,480.9821	9,480.9821	0.8203	0.0000	9,501.4905

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.0838	5.0000e-005	5.9000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.7273	19.0332	5.5888	0.0875	1.5598	0.0316	1.5915	0.4298	0.0303	0.4601		9,480.9695	9,480.9695	0.8203		9,501.4770
Total	1.8111	19.0333	5.5947	0.0875	1.5598	0.0317	1.5915	0.4298	0.0303	0.4601		9,480.9821	9,480.9821	0.8203	0.0000	9,501.4905

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Building Construction	Building Construction	11/1/2017	8/7/2018	5	200	
2	Paving	Paving	8/8/2018	8/21/2018	5	10	
3	Architectural Coating	Architectural Coating	8/22/2018	9/4/2018	5	10	

Acres of Grading (Site Preparation Phase): 0**Acres of Grading (Grading Phase): 0****Acres of Paving: 0.12****Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 1,500; Non-Residential Outdoor: 26,250; Striped Parking Area: 5,250 (Architectural Coating – sqft)****OffRoad Equipment**

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Building Construction	Cranes	1	6.00	231	0.29
Building Construction	Forklifts	1	6.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45
Paving	Cement and Mortar Mixers	1	6.00	9	0.56
Paving	Pavers	1	6.00	130	0.42
Paving	Paving Equipment	1	8.00	132	0.36
Paving	Rollers	1	7.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Building Construction	7	24.00	9.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	5	13.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	5.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

3.2 Building Construction - 2017**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.9653	19.2365	14.3568	0.0220		1.2313	1.2313		1.1875	1.1875		2,043.864 1	2,043.864 1	0.4298		2,054.608 5
Total	2.9653	19.2365	14.3568	0.0220		1.2313	1.2313		1.1875	1.1875		2,043.864 1	2,043.864 1	0.4298		2,054.608 5

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0454	1.1653	0.3338	2.3000e-003	0.0576	0.0102	0.0678	0.0166	9.7500e-003	0.0263		244.5577	244.5577	0.0193		245.0410
Worker	0.1579	0.1166	1.2440	2.8300e-003	0.2683	2.2100e-003	0.2705	0.0711	2.0400e-003	0.0732		281.6755	281.6755	0.0107		281.9417
Total	0.2033	1.2819	1.5778	5.1300e-003	0.3259	0.0124	0.3383	0.0877	0.0118	0.0995		526.2331	526.2331	0.0300		526.9827

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

3.2 Building Construction - 2017**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.9653	19.2365	14.3568	0.0220		1.2313	1.2313		1.1875	1.1875	0.0000	2,043.864 1	2,043.864 1	0.4298		2,054.608 5
Total	2.9653	19.2365	14.3568	0.0220		1.2313	1.2313		1.1875	1.1875	0.0000	2,043.864 1	2,043.864 1	0.4298		2,054.608 5

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0454	1.1653	0.3338	2.3000e-003	0.0576	0.0102	0.0678	0.0166	9.7500e-003	0.0263		244.5577	244.5577	0.0193		245.0410
Worker	0.1579	0.1166	1.2440	2.8300e-003	0.2683	2.2100e-003	0.2705	0.0711	2.0400e-003	0.0732		281.6755	281.6755	0.0107		281.9417
Total	0.2033	1.2819	1.5778	5.1300e-003	0.3259	0.0124	0.3383	0.0877	0.0118	0.0995		526.2331	526.2331	0.0300		526.9827

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

3.2 Building Construction - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.5919	17.4280	13.8766	0.0220		1.0580	1.0580		1.0216	1.0216		2,030.8389	2,030.8389	0.4088		2,041.0596
Total	2.5919	17.4280	13.8766	0.0220		1.0580	1.0580		1.0216	1.0216		2,030.8389	2,030.8389	0.4088		2,041.0596

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0400	1.0925	0.3015	2.2900e-003	0.0576	8.0900e-003	0.0657	0.0166	7.7400e-003	0.0243		243.6808	243.6808	0.0183		244.1392
Worker	0.1406	0.1016	1.0898	2.7500e-003	0.2683	2.1400e-003	0.2704	0.0711	1.9700e-003	0.0731		273.7630	273.7630	9.3400e-003		273.9966
Total	0.1806	1.1941	1.3913	5.0400e-003	0.3259	0.0102	0.3361	0.0877	9.7100e-003	0.0974		517.4438	517.4438	0.0277		518.1358

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

3.2 Building Construction - 2018**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.5919	17.4280	13.8766	0.0220		1.0580	1.0580		1.0216	1.0216	0.0000	2,030.8389	2,030.8389	0.4088		2,041.0596
Total	2.5919	17.4280	13.8766	0.0220		1.0580	1.0580		1.0216	1.0216	0.0000	2,030.8389	2,030.8389	0.4088		2,041.0596

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0400	1.0925	0.3015	2.2900e-003	0.0576	8.0900e-003	0.0657	0.0166	7.7400e-003	0.0243		243.6808	243.6808	0.0183		244.1392
Worker	0.1406	0.1016	1.0898	2.7500e-003	0.2683	2.1400e-003	0.2704	0.0711	1.9700e-003	0.0731		273.7630	273.7630	9.3400e-003		273.9966
Total	0.1806	1.1941	1.3913	5.0400e-003	0.3259	0.0102	0.3361	0.0877	9.7100e-003	0.0974		517.4438	517.4438	0.0277		518.1358

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

3.3 Paving - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0182	10.4525	8.9926	0.0135		0.6097	0.6097		0.5618	0.5618		1,346.4360	1,346.4360	0.4113		1,356.7186
Paving	0.0314					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.0497	10.4525	8.9926	0.0135		0.6097	0.6097		0.5618	0.5618		1,346.4360	1,346.4360	0.4113		1,356.7186

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0762	0.0550	0.5903	1.4900e-003	0.1453	1.1600e-003	0.1465	0.0385	1.0700e-003	0.0396		148.2883	148.2883	5.0600e-003		148.4148
Total	0.0762	0.0550	0.5903	1.4900e-003	0.1453	1.1600e-003	0.1465	0.0385	1.0700e-003	0.0396		148.2883	148.2883	5.0600e-003		148.4148

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

3.3 Paving - 2018**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0182	10.4525	8.9926	0.0135		0.6097	0.6097		0.5618	0.5618	0.0000	1,346.4360	1,346.4360	0.4113		1,356.7186
Paving	0.0314					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.0497	10.4525	8.9926	0.0135		0.6097	0.6097		0.5618	0.5618	0.0000	1,346.4360	1,346.4360	0.4113		1,356.7186

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0762	0.0550	0.5903	1.4900e-003	0.1453	1.1600e-003	0.1465	0.0385	1.0700e-003	0.0396		148.2883	148.2883	5.0600e-003		148.4148
Total	0.0762	0.0550	0.5903	1.4900e-003	0.1453	1.1600e-003	0.1465	0.0385	1.0700e-003	0.0396		148.2883	148.2883	5.0600e-003		148.4148

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

3.4 Architectural Coating - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	15.2955					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2986	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506		281.4485	281.4485	0.0267		282.1171
Total	15.5941	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506		281.4485	281.4485	0.0267		282.1171

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0293	0.0212	0.2271	5.7000e-004	0.0559	4.5000e-004	0.0563	0.0148	4.1000e-004	0.0152		57.0340	57.0340	1.9500e-003		57.0826
Total	0.0293	0.0212	0.2271	5.7000e-004	0.0559	4.5000e-004	0.0563	0.0148	4.1000e-004	0.0152		57.0340	57.0340	1.9500e-003		57.0826

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

3.4 Architectural Coating - 2018**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	15.2955					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2986	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506	0.0000	281.4485	281.4485	0.0267		282.1171
Total	15.5941	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506	0.0000	281.4485	281.4485	0.0267		282.1171

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0293	0.0212	0.2271	5.7000e-004	0.0559	4.5000e-004	0.0563	0.0148	4.1000e-004	0.0152		57.0340	57.0340	1.9500e-003		57.0826
Total	0.0293	0.0212	0.2271	5.7000e-004	0.0559	4.5000e-004	0.0563	0.0148	4.1000e-004	0.0152		57.0340	57.0340	1.9500e-003		57.0826

4.0 Operational Detail - Mobile

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	0.7273	19.0332	5.5888	0.0875	1.5598	0.0316	1.5915	0.4298	0.0303	0.4601		9,480.9695	9,480.9695	0.8203		9,501.4770
Unmitigated	0.7273	19.0332	5.5888	0.0875	1.5598	0.0316	1.5915	0.4298	0.0303	0.4601		9,480.9695	9,480.9695	0.8203		9,501.4770

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
General Office Building	24.00	24.00	24.00	78,408	78,408
Parking Lot	0.00	0.00	0.00		
Unrefrigerated Warehouse-No Rail	672.18	672.18	672.18	571,129	571,129
Total	696.18	696.18	696.18	649,537	649,537

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
General Office Building	16.60	8.40	6.90	42.00	0.00	58.00	77	19	4
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0
Unrefrigerated Warehouse-No	16.60	8.40	2.50	0.00	0.00	100.00	92	5	3

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
General Office Building	0.250000	0.166700	0.000000	0.000000	0.000000	0.000000	0.583300	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000
Parking Lot	0.550151	0.042593	0.202457	0.116946	0.015037	0.005825	0.021699	0.034933	0.002123	0.001780	0.004876	0.000710	0.000868
Unrefrigerated Warehouse-No Rail	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	1.000000	0.000000	0.000000	0.000000	0.000000	0.000000

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

5.2 Energy by Land Use - NaturalGas**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
General Office Building	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
General Office Building	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

BELL-3331

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

6.0 Area Detail**6.1 Mitigation Measures Area**

Use Low VOC Paint - Non-Residential Interior

Use Low VOC Paint - Non-Residential Exterior

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	1.0838	5.0000e-005	5.9000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135
Unmitigated	1.0838	5.0000e-005	5.9000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

6.2 Area by SubCategory**Unmitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.0419					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.0414					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	5.5000e-004	5.0000e-005	5.9000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135
Total	1.0838	5.0000e-005	5.9000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.0419					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.0414					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	5.5000e-004	5.0000e-005	5.9000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135
Total	1.0838	5.0000e-005	5.9000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135

7.0 Water Detail

BELL-3333

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Winter

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	-----------	-------------	-------------	-----------

10.0 Stationary Equipment**Fire Pumps and Emergency Generators**

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	------------	-------------	-------------	-----------

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
----------------	--------	----------------	-----------------	---------------	-----------

User Defined Equipment

Equipment Type	Number
----------------	--------

11.0 Vegetation

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

CEMEX - Bell Parcel A Project

South Coast AQMD Air District, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	1.50	1000sqft	0.03	1,500.00	0
Unrefrigerated Warehouse-No Rail	51.00	1000sqft	1.17	51,000.00	0
Parking Lot	5.25	1000sqft	0.12	5,250.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	31
Climate Zone	9			Operational Year	2023
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	702.44	CH4 Intensity (lb/MWhr)	0.029	N2O Intensity (lb/MWhr)	0.006

1.3 User Entered Comments & Non-Default Data

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

Project Characteristics -

Land Use - Land use types based on proposed building areas. Paving will be limited to 0.12 acres for entire project construction.

Construction Phase - No demolition, site preparation or grading phase is necessary. A short paving phase will occur at the end of building construction.

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Trips and VMT -

Grading -

Architectural Coating - Architectural Coating - Only the interior of the office building will be coated. Parking area striping will only cover 5250 square feet.

Vehicle Trips - General Office - 10 trips to cover employees and 14 trips to cover vendors.

Unrefrigerated Warehouse - 672 truck trips to pick-up and deliver finished material.

Trip length - Trips are already occurring. Area of impact is from Interstate 710 (I-710) to preproject site which is 2.5 miles.

Vehicle Emission Factors - Idling - Heavy duty trucks are conditioned to not idle more than 3 minutes, therefore emission factors are reduced by 40%.

No cold/warm start-ups from HHD trucks since these trips are already occurring and are not new.

Fleet Mix - General Office - employees account for 3 LDAs and 2 LDTs and vendors account for 7 MHDs

Unrefrigerated warehouse - Accounts for 100% HHD trucks that will pick-up and deliver finished material.

Area Coating - Non-residential interior - Only general office building will be coated.

Parking - only parking area would be striped.

Energy Use - No natural gas will be utilized at the site.

Vehicle Emission Factors - Idling - Heavy duty trucks are conditioned to not idle more than 3 minutes, therefore emission factors are reduced by 40%.

No cold/warm start-ups from HHD trucks since these trips are already occurring and are not new.

Vehicle Emission Factors - Idling - Heavy duty trucks are conditioned to not idle more than 3 minutes, therefore emission factors are reduced by 40%.

No cold/warm start-ups from HHD trucks since these trips are already occurring and are not new.

Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	ConstArea_Nonresidential_Interior	78,750.00	1,500.00
tblArchitecturalCoating	ConstArea_Parking	315.00	5,250.00
tblAreaCoating	Area_Nonresidential_Interior	78750	1500
tblAreaCoating	Area_Parking	315	5250
tblAreaMitigation	UseLowVOCPaintParkingCheck	False	True

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

tblEnergyUse	NT24NG	0.39	0.00
tblEnergyUse	NT24NG	0.03	0.00
tblEnergyUse	T24NG	10.02	0.00
tblEnergyUse	T24NG	0.84	0.00
tblFleetMix	HHD	0.03	0.00
tblFleetMix	HHD	0.03	1.00
tblFleetMix	LDA	0.55	0.25
tblFleetMix	LDA	0.55	0.00
tblFleetMix	LDT1	0.04	0.17
tblFleetMix	LDT1	0.04	0.00
tblFleetMix	LDT2	0.20	0.00
tblFleetMix	LDT2	0.20	0.00
tblFleetMix	LHD1	0.02	0.00
tblFleetMix	LHD1	0.02	0.00
tblFleetMix	LHD2	5.8250e-003	0.00
tblFleetMix	LHD2	5.8250e-003	0.00
tblFleetMix	MCY	4.8760e-003	0.00
tblFleetMix	MCY	4.8760e-003	0.00
tblFleetMix	MDV	0.12	0.00
tblFleetMix	MDV	0.12	0.00
tblFleetMix	MH	8.6800e-004	0.00
tblFleetMix	MH	8.6800e-004	0.00
tblFleetMix	MHD	0.02	0.58
tblFleetMix	MHD	0.02	0.00
tblFleetMix	OBUS	2.1230e-003	0.00
tblFleetMix	OBUS	2.1230e-003	0.00
tblFleetMix	SBUS	7.1000e-004	0.00

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

tblFleetMix	SBUS	7.1000e-004	0.00
tblFleetMix	UBUS	1.7800e-003	0.00
tblFleetMix	UBUS	1.7800e-003	0.00
tblVehicleEF	HHD	0.55	0.33
tblVehicleEF	HHD	0.07	0.00
tblVehicleEF	HHD	1.68	1.01
tblVehicleEF	HHD	2.88	0.00
tblVehicleEF	HHD	4,676.01	2,805.60
tblVehicleEF	HHD	9.29	0.00
tblVehicleEF	HHD	14.62	8.77
tblVehicleEF	HHD	19.69	0.00
tblVehicleEF	HHD	9.0010e-003	5.4010e-003
tblVehicleEF	HHD	7.9000e-005	0.00
tblVehicleEF	HHD	8.6120e-003	5.1670e-003
tblVehicleEF	HHD	7.3000e-005	0.00
tblVehicleEF	HHD	0.43	0.26
tblVehicleEF	HHD	0.07	0.00
tblVehicleEF	HHD	0.04	0.03
tblVehicleEF	HHD	1.4000e-004	0.00
tblVehicleEF	HHD	0.50	0.30
tblVehicleEF	HHD	0.07	0.00
tblVehicleEF	HHD	0.52	0.31
tblVehicleEF	HHD	0.07	0.00
tblVehicleEF	HHD	1.22	0.92
tblVehicleEF	HHD	2.73	0.00
tblVehicleEF	HHD	4,953.81	2,972.29
tblVehicleEF	HHD	9.29	0.00

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

tblVehicleEF	HHD	15.09	9.05
tblVehicleEF	HHD	19.68	0.00
tblVehicleEF	HHD	7.5890e-003	4.5530e-003
tblVehicleEF	HHD	7.9000e-005	0.00
tblVehicleEF	HHD	7.2610e-003	4.3570e-003
tblVehicleEF	HHD	7.3000e-005	0.00
tblVehicleEF	HHD	0.40	0.24
tblVehicleEF	HHD	0.06	0.00
tblVehicleEF	HHD	0.05	0.03
tblVehicleEF	HHD	1.3800e-004	0.00
tblVehicleEF	HHD	0.48	0.29
tblVehicleEF	HHD	0.07	0.00
tblVehicleEF	HHD	0.59	0.36
tblVehicleEF	HHD	0.07	0.00
tblVehicleEF	HHD	2.32	1.39
tblVehicleEF	HHD	2.90	0.00
tblVehicleEF	HHD	4,292.37	2,575.42
tblVehicleEF	HHD	9.29	0.00
tblVehicleEF	HHD	13.97	8.38
tblVehicleEF	HHD	19.69	0.00
tblVehicleEF	HHD	0.01	6.5712e-003
tblVehicleEF	HHD	7.9000e-005	0.00
tblVehicleEF	HHD	0.01	6.2868e-003
tblVehicleEF	HHD	7.3000e-005	0.00
tblVehicleEF	HHD	0.46	0.28
tblVehicleEF	HHD	0.07	0.00
tblVehicleEF	HHD	0.04	0.02

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

tblVehicleEF	HHD	1.4000e-004	0.00
tblVehicleEF	HHD	0.54	0.33
tblVehicleEF	HHD	0.07	0.00
tblVehicleTrips	CC_TTP	48.00	0.00
tblVehicleTrips	CNW_TL	6.90	2.50
tblVehicleTrips	CNW_TTP	19.00	58.00
tblVehicleTrips	CNW_TTP	41.00	100.00
tblVehicleTrips	CW_TTP	33.00	42.00
tblVehicleTrips	CW_TTP	59.00	0.00
tblVehicleTrips	ST_TR	2.46	16.00
tblVehicleTrips	ST_TR	1.68	13.18
tblVehicleTrips	SU_TR	1.05	16.00
tblVehicleTrips	SU_TR	1.68	13.18
tblVehicleTrips	WD_TR	11.03	16.00
tblVehicleTrips	WD_TR	1.68	13.18

2.0 Emissions Summary

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

2.1 Overall Construction (Maximum Daily Emission)**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2017	3.1542	20.5046	16.0266	0.0274	0.3259	1.2436	1.5695	0.0877	1.1992	1.2869	0.0000	2,596.409 7	2,596.409 7	0.4591	0.0000	2,607.888 0
2018	15.6211	18.6114	15.3524	0.0273	0.3259	1.0681	1.3940	0.0877	1.0312	1.1189	0.0000	2,574.275 5	2,574.275 5	0.4359	0.0000	2,585.172 4
Maximum	15.6211	20.5046	16.0266	0.0274	0.3259	1.2436	1.5695	0.0877	1.1992	1.2869	0.0000	2,596.409 7	2,596.409 7	0.4591	0.0000	2,607.888 0

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2017	3.1542	20.5046	16.0266	0.0274	0.3259	1.2436	1.5695	0.0877	1.1992	1.2869	0.0000	2,596.409 7	2,596.409 7	0.4591	0.0000	2,607.888 0
2018	15.6211	18.6114	15.3524	0.0273	0.3259	1.0681	1.3940	0.0877	1.0312	1.1189	0.0000	2,574.275 5	2,574.275 5	0.4359	0.0000	2,585.172 4
Maximum	15.6211	20.5046	16.0266	0.0274	0.3259	1.2436	1.5695	0.0877	1.1992	1.2869	0.0000	2,596.409 7	2,596.409 7	0.4591	0.0000	2,607.888 0

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.0838	5.0000e-005	5.9000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.6760	19.7729	4.9108	0.0930	1.5598	0.0287	1.5885	0.4298	0.0274	0.4572		10,073.4978	10,073.4978	0.7535		10,092.3356
Total	1.7598	19.7729	4.9167	0.0930	1.5598	0.0287	1.5885	0.4298	0.0274	0.4572		10,073.5105	10,073.5105	0.7535	0.0000	10,092.3490

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.0838	5.0000e-005	5.9000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.6760	19.7729	4.9108	0.0930	1.5598	0.0287	1.5885	0.4298	0.0274	0.4572		10,073.4978	10,073.4978	0.7535		10,092.3356
Total	1.7598	19.7729	4.9167	0.0930	1.5598	0.0287	1.5885	0.4298	0.0274	0.4572		10,073.5105	10,073.5105	0.7535	0.0000	10,092.3490

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Building Construction	Building Construction	11/1/2017	8/7/2018	5	200	
2	Paving	Paving	8/8/2018	8/21/2018	5	10	
3	Architectural Coating	Architectural Coating	8/22/2018	9/4/2018	5	10	

Acres of Grading (Site Preparation Phase): 0**Acres of Grading (Grading Phase): 0****Acres of Paving: 0.12****Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 1,500; Non-Residential Outdoor: 26,250; Striped Parking Area: 5,250 (Architectural Coating – sqft)****OffRoad Equipment**

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Building Construction	Cranes	1	6.00	231	0.29
Building Construction	Forklifts	1	6.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45
Paving	Cement and Mortar Mixers	1	6.00	9	0.56
Paving	Pavers	1	6.00	130	0.42
Paving	Paving Equipment	1	8.00	132	0.36
Paving	Rollers	1	7.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Building Construction	7	24.00	9.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	5	13.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	5.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

3.2 Building Construction - 2017**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.9653	19.2365	14.3568	0.0220		1.2313	1.2313		1.1875	1.1875		2,043.864 1	2,043.864 1	0.4298		2,054.608 5
Total	2.9653	19.2365	14.3568	0.0220		1.2313	1.2313		1.1875	1.1875		2,043.864 1	2,043.864 1	0.4298		2,054.608 5

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0436	1.1617	0.3020	2.3700e-003	0.0576	0.0100	0.0677	0.0166	9.6100e-003	0.0262		251.5013	251.5013	0.0180		251.9517
Worker	0.1453	0.1064	1.3678	3.0300e-003	0.2683	2.2100e-003	0.2705	0.0711	2.0400e-003	0.0732		301.0443	301.0443	0.0113		301.3278
Total	0.1889	1.2681	1.6698	5.4000e-003	0.3259	0.0123	0.3381	0.0877	0.0117	0.0994		552.5456	552.5456	0.0294		553.2795

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

3.2 Building Construction - 2017**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.9653	19.2365	14.3568	0.0220		1.2313	1.2313		1.1875	1.1875	0.0000	2,043.864 1	2,043.864 1	0.4298		2,054.608 5
Total	2.9653	19.2365	14.3568	0.0220		1.2313	1.2313		1.1875	1.1875	0.0000	2,043.864 1	2,043.864 1	0.4298		2,054.608 5

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0436	1.1617	0.3020	2.3700e-003	0.0576	0.0100	0.0677	0.0166	9.6100e-003	0.0262		251.5013	251.5013	0.0180		251.9517
Worker	0.1453	0.1064	1.3678	3.0300e-003	0.2683	2.2100e-003	0.2705	0.0711	2.0400e-003	0.0732		301.0443	301.0443	0.0113		301.3278
Total	0.1889	1.2681	1.6698	5.4000e-003	0.3259	0.0123	0.3381	0.0877	0.0117	0.0994		552.5456	552.5456	0.0294		553.2795

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

3.2 Building Construction - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.5919	17.4280	13.8766	0.0220		1.0580	1.0580		1.0216	1.0216		2,030.8389	2,030.8389	0.4088		2,041.0596
Total	2.5919	17.4280	13.8766	0.0220		1.0580	1.0580		1.0216	1.0216		2,030.8389	2,030.8389	0.4088		2,041.0596

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0383	1.0907	0.2716	2.3600e-003	0.0576	7.9700e-003	0.0656	0.0166	7.6200e-003	0.0242		250.7922	250.7922	0.0171		251.2190
Worker	0.1293	0.0927	1.2042	2.9400e-003	0.2683	2.1400e-003	0.2704	0.0711	1.9700e-003	0.0731		292.6444	292.6444	9.9800e-003		292.8939
Total	0.1676	1.1834	1.4758	5.3000e-003	0.3259	0.0101	0.3360	0.0877	9.5900e-003	0.0973		543.4366	543.4366	0.0271		544.1128

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

3.2 Building Construction - 2018**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.5919	17.4280	13.8766	0.0220		1.0580	1.0580		1.0216	1.0216	0.0000	2,030.8389	2,030.8389	0.4088		2,041.0596
Total	2.5919	17.4280	13.8766	0.0220		1.0580	1.0580		1.0216	1.0216	0.0000	2,030.8389	2,030.8389	0.4088		2,041.0596

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0383	1.0907	0.2716	2.3600e-003	0.0576	7.9700e-003	0.0656	0.0166	7.6200e-003	0.0242		250.7922	250.7922	0.0171		251.2190
Worker	0.1293	0.0927	1.2042	2.9400e-003	0.2683	2.1400e-003	0.2704	0.0711	1.9700e-003	0.0731		292.6444	292.6444	9.9800e-003		292.8939
Total	0.1676	1.1834	1.4758	5.3000e-003	0.3259	0.0101	0.3360	0.0877	9.5900e-003	0.0973		543.4366	543.4366	0.0271		544.1128

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

3.3 Paving - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0182	10.4525	8.9926	0.0135		0.6097	0.6097		0.5618	0.5618		1,346.4360	1,346.4360	0.4113		1,356.7186
Paving	0.0314					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.0497	10.4525	8.9926	0.0135		0.6097	0.6097		0.5618	0.5618		1,346.4360	1,346.4360	0.4113		1,356.7186

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0701	0.0502	0.6523	1.5900e-003	0.1453	1.1600e-003	0.1465	0.0385	1.0700e-003	0.0396		158.5157	158.5157	5.4100e-003		158.6508
Total	0.0701	0.0502	0.6523	1.5900e-003	0.1453	1.1600e-003	0.1465	0.0385	1.0700e-003	0.0396		158.5157	158.5157	5.4100e-003		158.6508

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

3.3 Paving - 2018**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0182	10.4525	8.9926	0.0135		0.6097	0.6097		0.5618	0.5618	0.0000	1,346.4360	1,346.4360	0.4113		1,356.7186
Paving	0.0314					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.0497	10.4525	8.9926	0.0135		0.6097	0.6097		0.5618	0.5618	0.0000	1,346.4360	1,346.4360	0.4113		1,356.7186

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0701	0.0502	0.6523	1.5900e-003	0.1453	1.1600e-003	0.1465	0.0385	1.0700e-003	0.0396		158.5157	158.5157	5.4100e-003		158.6508
Total	0.0701	0.0502	0.6523	1.5900e-003	0.1453	1.1600e-003	0.1465	0.0385	1.0700e-003	0.0396		158.5157	158.5157	5.4100e-003		158.6508

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

3.4 Architectural Coating - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	15.2955					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2986	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506		281.4485	281.4485	0.0267		282.1171
Total	15.5941	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506		281.4485	281.4485	0.0267		282.1171

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0269	0.0193	0.2509	6.1000e-004	0.0559	4.5000e-004	0.0563	0.0148	4.1000e-004	0.0152		60.9676	60.9676	2.0800e-003		61.0196
Total	0.0269	0.0193	0.2509	6.1000e-004	0.0559	4.5000e-004	0.0563	0.0148	4.1000e-004	0.0152		60.9676	60.9676	2.0800e-003		61.0196

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

3.4 Architectural Coating - 2018**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	15.2955					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2986	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506	0.0000	281.4485	281.4485	0.0267		282.1171
Total	15.5941	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506	0.0000	281.4485	281.4485	0.0267		282.1171

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0269	0.0193	0.2509	6.1000e-004	0.0559	4.5000e-004	0.0563	0.0148	4.1000e-004	0.0152		60.9676	60.9676	2.0800e-003		61.0196
Total	0.0269	0.0193	0.2509	6.1000e-004	0.0559	4.5000e-004	0.0563	0.0148	4.1000e-004	0.0152		60.9676	60.9676	2.0800e-003		61.0196

4.0 Operational Detail - Mobile

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	0.6760	19.7729	4.9108	0.0930	1.5598	0.0287	1.5885	0.4298	0.0274	0.4572		10,073.4978	10,073.4978	0.7535		10,092.3356
Unmitigated	0.6760	19.7729	4.9108	0.0930	1.5598	0.0287	1.5885	0.4298	0.0274	0.4572		10,073.4978	10,073.4978	0.7535		10,092.3356

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
General Office Building	24.00	24.00	24.00	78,408	78,408
Parking Lot	0.00	0.00	0.00		
Unrefrigerated Warehouse-No Rail	672.18	672.18	672.18	571,129	571,129
Total	696.18	696.18	696.18	649,537	649,537

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
General Office Building	16.60	8.40	6.90	42.00	0.00	58.00	77	19	4
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0
Unrefrigerated Warehouse-No	16.60	8.40	2.50	0.00	0.00	100.00	92	5	3

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
General Office Building	0.250000	0.166700	0.000000	0.000000	0.000000	0.000000	0.583300	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000
Parking Lot	0.550151	0.042593	0.202457	0.116946	0.015037	0.005825	0.021699	0.034933	0.002123	0.001780	0.004876	0.000710	0.000868
Unrefrigerated Warehouse-No Rail	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	1.000000	0.000000	0.000000	0.000000	0.000000	0.000000

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

5.2 Energy by Land Use - NaturalGas**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
General Office Building	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
General Office Building	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

BELL-3355

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

6.0 Area Detail**6.1 Mitigation Measures Area**

Use Low VOC Paint - Non-Residential Interior

Use Low VOC Paint - Non-Residential Exterior

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	1.0838	5.0000e-005	5.9000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135
Unmitigated	1.0838	5.0000e-005	5.9000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

6.2 Area by SubCategory**Unmitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.0419					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.0414					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	5.5000e-004	5.0000e-005	5.9000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135
Total	1.0838	5.0000e-005	5.9000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.0419					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.0414					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	5.5000e-004	5.0000e-005	5.9000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135
Total	1.0838	5.0000e-005	5.9000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0126	0.0126	3.0000e-005		0.0135

7.0 Water Detail

BELL-3357

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Summer

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	-----------	-------------	-------------	-----------

10.0 Stationary Equipment**Fire Pumps and Emergency Generators**

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	------------	-------------	-------------	-----------

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
----------------	--------	----------------	-----------------	---------------	-----------

User Defined Equipment

Equipment Type	Number
----------------	--------

11.0 Vegetation

Rail Unloading System

Rail Unloading
 Processed Material 2,500 tons/hr
 20,000 tons/day
 500,000 tons/month
 3,000,000 tons/yr

Hourly Emissions

Source	Production (tons/hr)	x	Uncontrolled ¹ PM ₁₀ Emission Factor (lbs/ton)	x	Water Control Efficiency (%)	=	PM ₁₀ Emissions (lbs/hr)
Rail Car to Rail Unloading Machine (RUM 1)	1,250		1.10E-03		95%		0.0688
Rail Car to Rail Unloading Machine (RUM 2)	1,250		1.10E-03		95%		0.0688
Rail Unloading Machine (RUM 1) to Belt C-1	1,250		1.10E-03		95%		0.0688
Rail Unloading Machine (RUM 2) to Belt C-2	1,250		1.10E-03		95%		0.0688
Belt C-1 to Belt C-3	1,250		1.10E-03		95%		0.0688
Belt C-2 to Belt C-3	1,250		1.10E-03		95%		0.0688
Belt C-3 to Belt C-4	2,500		1.10E-03		95%		0.1375
Belt C-4 to Stacker C-5	2,500		1.10E-03		95%		0.1375
Stacker C-5 to storage pile	0		1.10E-03		95%		0.0000
Stacker C-5 to Belt C-6	2,500		1.10E-03		95%		0.1375
Belt C-6 to Belt C-7	2,500		1.10E-03		95%		0.1375
Belt C-7 to Tripper Belt C-8	1,250		1.10E-03		95%		0.0688
Belt C-7 to Tripper Belt C-9	1,250		1.10E-03		95%		0.0688
Tripper Belt C-8 to Bunkers	1,250		1.10E-03		95%		0.0688
Tripper Belt C-9 to Bunkers	1,250		1.10E-03		95%		0.0688
Total							1.238

¹Obtained from AP42 Chapter 11.19.2, Table 11.19.2-2.

Maximum Daily Emissions

Source	Production (tons/day)	x	Uncontrolled ¹ PM ₁₀ Emission Factor (lbs/ton)	x	Water Control Efficiency (%)	=	PM ₁₀ Emissions (lbs/day)
Rail Car to Rail Unloading Machine (RUM 1)	10,000		0.0011		95%		0.55
Rail Car to Rail Unloading Machine (RUM 2)	10,000		0.0011		95%		0.55
Rail Unloading Machine (RUM 1) to Belt C-1	10,000		0.0011		95%		0.55
Rail Unloading Machine (RUM 2) to Belt C-2	10,000		0.0011		95%		0.55
Belt C-1 to Belt C-3	10,000		0.0011		95%		0.55
Belt C-2 to Belt C-3	10,000		0.0011		95%		0.55
Belt C-3 to Belt C-4	20,000		0.0011		95%		1.10
Belt C-4 to Stacker C-5	20,000		0.0011		95%		1.10
Stacker C-5 to storage pile	0		0.0011		95%		0.00
Stacker C-5 to Belt C-6	20,000		0.0011		95%		1.10
Belt C-6 to Belt C-7	20,000		0.0011		95%		1.10
Belt C-7 to Tripper Belt C-8	10,000		0.0011		95%		0.55
Belt C-7 to Tripper Belt C-9	10,000		0.0011		95%		0.55
Tripper Belt C-8 to Bunkers	10,000		0.0011		95%		0.55
Tripper Belt C-9 to Bunkers	10,000		0.0011		95%		0.55
Total							9.90
Hourly Average							0.41

¹Obtained from AP42 Chapter 11.19.2, Table 11.19.2-2.

Annual Emissions

Source	Production (tons/yr)	Uncontrolled ¹ PM ₁₀ Emission		Water Control Efficiency (%)	=	PM ₁₀ Emissions (lbs/yr)
		x	Factor (lbs/ton)			
Rail Car to Rail Unloading Machine (RUM 1)	1,500,000		0.0011			82.50
Rail Car to Rail Unloading Machine (RUM 2)	1,500,000		0.0011			82.50
Rail Unloading Machine (RUM 1) to Belt C-1	1,500,000		0.0011			82.50
Rail Unloading Machine (RUM 2) to Belt C-2	1,500,000		0.0011			82.50
Belt C-1 to Belt C-3	1,500,000		0.0011			82.50
Belt C-2 to Belt C-3	1,500,000		0.0011			82.50
Belt C-3 to Belt C-4	3,000,000		0.0011			165.00
Belt C-4 to Stacker C-5	3,000,000		0.0011			165.00
Stacker C-5 to storage pile	0		0.0011			0.00
Stacker C-5 to Belt C-6	3,000,000		0.0011			165.00
Belt C-6 to Belt C-7	3,000,000		0.0011			165.00
Belt C-7 to Tripper Belt C-8	1,500,000		0.0011			82.50
Belt C-7 to Tripper Belt C-9	1,500,000		0.0011			82.50
Tripper Belt C-8 to Bunkers	1,500,000		0.0011			82.50
Tripper Belt C-9 to Bunkers	1,500,000		0.0011			82.50
Total						1,485.00

¹Obtained from AP42 Chapter 11.19.2, Table 11.19.2-2.

Truck Loading System

Truck Loadout
 Processed Material 600 tons/hr
 8,400 tons/day
 252,000 tons/month
 3,000,000 tons/yr

Hourly Emissions

Source	Production (tons/hr)	x	Uncontrolled ¹ PM ₁₀ Emission Factor (lbs/ton)	x	Water Control Efficiency (%)	=	PM ₁₀ Emissions (lbs/hr)
Bunkers to Tunnel Belt C-10	300		1.10E-03		95%		0.0165
Bunkers to Tunnel Belt C-11	300		1.10E-03		95%		0.0165
Tunnel Belt C-10 to Inclined Belt C-12	300		1.10E-03		95%		0.0165
Tunnel Belt C-11 to Inclined Belt C-13	300		1.10E-03		95%		0.0165
Inclined Belt 12 to Storage Bins	300		1.10E-03		95%		0.0165
Inclined Belt 13 to Storage Bins	300		1.10E-03		95%		0.0165
Storage Bins to Trucks	600		1.10E-03		95%		0.0330
Total							0.132

¹Obtained from AP42 Chapter 11.19.2, Table 11.19.2-2.

Maximum Daily Emissions

Source	Production (tons/day)	x	Uncontrolled ¹ PM ₁₀ Emission Factor (lbs/ton)	x	Water Control Efficiency (%)	=	PM ₁₀ Emissions (lbs/day)
Bunkers to Tunnel Belt C-10	4,200		0.0011		95%		0.23
Bunkers to Tunnel Belt C-11	4,200		0.0011		95%		0.23
Tunnel Belt C-10 to Inclined Belt C-12	4,200		0.0011		95%		0.23
Tunnel Belt C-11 to Inclined Belt C-13	4,200		0.0011		95%		0.23
Inclined Belt 12 to Storage Bins	4,200		0.0011		95%		0.23
Inclined Belt 13 to Storage Bins	4,200		0.0011		95%		0.23
Storage Bins to Trucks	8,400		0.0011		95%		0.46
Total							1.85
Hourly Average							0.08

¹Obtained from AP42 Chapter 11.19.2, Table 11.19.2-2.

Annual Emissions

Source	Production (tons/yr)	x	Uncontrolled ¹ PM ₁₀ Emission Factor (lbs/ton)	x	Water Control Efficiency (%)	=	PM ₁₀ Emissions (lbs/yr)
Bunkers to Tunnel Belt C-10	1,500,000		0.0011		95%		82.50
Bunkers to Tunnel Belt C-11	1,500,000		0.0011		95%		82.50
Tunnel Belt C-10 to Inclined Belt C-12	1,500,000		0.0011		95%		82.50
Tunnel Belt C-11 to Inclined Belt C-13	1,500,000		0.0011		95%		82.50
Inclined Belt 12 to Storage Bins	1,500,000		0.0011		95%		82.50
Inclined Belt 13 to Storage Bins	1,500,000		0.0011		95%		82.50
Storage Bins to Trucks	3,000,000		0.0011		95%		165.00
Total							660.00

¹Obtained from AP42 Chapter 11.19.2, Table 11.19.2-2.

Rail Unloading System

Rail Unloading
 Processed Material 2,500 tons/hr
 20,000 tons/day
 500,000 tons/month
 3,000,000 tons/yr

Hourly Emissions

Source	Production (tons/hr)	x	Uncontrolled ¹ PM _{2.5} Emission		Water Control Efficiency (%)	=	PM _{2.5} Emissions (lbs/hr)
			Factor (lbs/ton)	x			
Rail Car to Rail Unloading Machine (RUM 1)	1,250		0.000311		95%		0.0194
Rail Car to Rail Unloading Machine (RUM 2)	1,250		0.000311		95%		0.0194
Rail Unloading Machine (RUM 1) to Belt C-1	1,250		0.000311		95%		0.0194
Rail Unloading Machine (RUM 2) to Belt C-2	1,250		0.000311		95%		0.0194
Belt C-1 to Belt C-3	1,250		0.000311		95%		0.0194
Belt C-2 to Belt C-3	1,250		0.000311		95%		0.0194
Belt C-3 to Belt C-4	2,500		0.000311		95%		0.0389
Belt C-4 to Stacker C-5	2,500		0.000311		95%		0.0389
Stacker C-5 to storage pile	0		0.000311		95%		0.0000
Stacker C-5 to Belt C-6	2,500		0.000311		95%		0.0389
Belt C-6 to Belt C-7	2,500		0.000311		95%		0.0389
Belt C-7 to Tripper Belt C-8	1,250		0.000311		95%		0.0194
Belt C-7 to Tripper Belt C-9	1,250		0.000311		95%		0.0194
Tripper Belt C-8 to Bunkers	1,250		0.000311		95%		0.0194
Tripper Belt C-9 to Bunkers	1,250		0.000311		95%		0.0194
Total							0.350

¹Obtained from AP42 Chapter 11.19.2, Table 11.19.2-2.

Maximum Daily Emissions

Source	Production (tons/day)	x	Uncontrolled ¹ PM _{2.5} Emission		Water Control Efficiency (%)	=	PM _{2.5} Emissions (lbs/day)
			Factor (lbs/ton)	x			
Rail Car to Rail Unloading Machine (RUM 1)	10,000		0.0003		95%		0.16
Rail Car to Rail Unloading Machine (RUM 2)	10,000		0.0003		95%		0.16
Rail Unloading Machine (RUM 1) to Belt C-1	10,000		0.0003		95%		0.16
Rail Unloading Machine (RUM 2) to Belt C-2	10,000		0.0003		95%		0.16
Belt C-1 to Belt C-3	10,000		0.0003		95%		0.16
Belt C-2 to Belt C-3	10,000		0.0003		95%		0.16
Belt C-3 to Belt C-4	20,000		0.0003		95%		0.31
Belt C-4 to Stacker C-5	20,000		0.0003		95%		0.31
Stacker C-5 to storage pile	0		0.0003		95%		0.00
Stacker C-5 to Belt C-6	20,000		0.0003		95%		0.31
Belt C-6 to Belt C-7	20,000		0.0003		95%		0.31
Belt C-7 to Tripper Belt C-8	10,000		0.0003		95%		0.16
Belt C-7 to Tripper Belt C-9	10,000		0.0003		95%		0.16
Tripper Belt C-8 to Bunkers	10,000		0.0003		95%		0.16
Tripper Belt C-9 to Bunkers	10,000		0.0003		95%		0.16
Total							2.80
Hourly Average							0.12

¹Obtained from AP42 Chapter 11.19.2, Table 11.19.2-2.

Annual Emissions

Source	Production (tons/yr)	Uncontrolled ¹ PM _{2.5} Emission		Water Control Efficiency (%)	=	PM _{2.5} Emissions (lbs/yr)
		x	Factor (lbs/ton)			
Rail Car to Rail Unloading Machine (RUM 1)	1,500,000		0.0003			23.32
Rail Car to Rail Unloading Machine (RUM 2)	1,500,000		0.0003			23.32
Rail Unloading Machine (RUM 1) to Belt C-1	1,500,000		0.0003			23.32
Rail Unloading Machine (RUM 2) to Belt C-2	1,500,000		0.0003			23.32
Belt C-1 to Belt C-3	1,500,000		0.0003			23.32
Belt C-2 to Belt C-3	1,500,000		0.0003			23.32
Belt C-3 to Belt C-4	3,000,000		0.0003			46.63
Belt C-4 to Stacker C-5	3,000,000		0.0003			46.63
Stacker C-5 to storage pile	0		0.0003			0.00
Stacker C-5 to Belt C-6	3,000,000		0.0003			46.63
Belt C-6 to Belt C-7	3,000,000		0.0003			46.63
Belt C-7 to Tripper Belt C-8	1,500,000		0.0003			23.32
Belt C-7 to Tripper Belt C-9	1,500,000		0.0003			23.32
Tripper Belt C-8 to Bunkers	1,500,000		0.0003			23.32
Tripper Belt C-9 to Bunkers	1,500,000		0.0003			23.32
Total						419.67

¹Obtained from AP42 Chapter 11.19.2, Table 11.19.2-2.

Truck Loading System

Truck Loadout
 Processed Material 600 tons/hr
 8,400 tons/day
 252,000 tons/month
 3,000,000 tons/yr

Hourly Emissions

Source	Production (tons/hr)	x	Uncontrolled ¹ PM _{2.5} Emission Factor (lbs/ton)	x	Water Control Efficiency (%)	=	PM _{2.5} Emissions (lbs/hr)
Bunkers to Tunnel Belt C-10	300		0.000311		95%		0.0047
Bunkers to Tunnel Belt C-11	300		0.0003		95%		0.0047
Tunnel Belt C-10 to Inclined Belt C-12	300		0.0003		95%		0.0047
Tunnel Belt C-11 to Inclined Belt C-13	300		0.0003		95%		0.0047
Inclined Belt 12 to Storage Bins	300		0.0003		95%		0.0047
Inclined Belt 13 to Storage Bins	300		0.0003		95%		0.0047
Storage Bins to Trucks	600		0.0003		95%		0.0093
Total							0.037

¹Obtained from AP42 Chapter 11.19.2, Table 11.19.2-2.

Maximum Daily Emissions

Source	Production (tons/day)	x	Uncontrolled ¹ PM _{2.5} Emission Factor (lbs/ton)	x	Water Control Efficiency (%)	=	PM _{2.5} Emissions (lbs/day)
Bunkers to Tunnel Belt C-10	4,200		0.0003		95%		0.07
Bunkers to Tunnel Belt C-11	4,200		0.0003		95%		0.07
Tunnel Belt C-10 to Inclined Belt C-12	4,200		0.0003		95%		0.07
Tunnel Belt C-11 to Inclined Belt C-13	4,200		0.0003		95%		0.07
Inclined Belt 12 to Storage Bins	4,200		0.0003		95%		0.07
Inclined Belt 13 to Storage Bins	4,200		0.0003		95%		0.07
Storage Bins to Trucks	8,400		0.0003		95%		0.13
Total							0.52

¹Obtained from AP42 Chapter 11.19.2, Table 11.19.2-2.

Hourly Average 0.02

Annual Emissions

Source	Production (tons/yr)	x	Uncontrolled ¹ PM _{2.5} Emission Factor (lbs/ton)	x	Water Control Efficiency (%)	=	PM _{2.5} Emissions (lbs/yr)
Bunkers to Tunnel Belt C-10	1,500,000		0.0003		95%		23.32
Bunkers to Tunnel Belt C-11	1,500,000		0.0003		95%		23.32
Tunnel Belt C-10 to Inclined Belt C-12	1,500,000		0.0003		95%		23.32
Tunnel Belt C-11 to Inclined Belt C-13	1,500,000		0.0003		95%		23.32
Inclined Belt 12 to Storage Bins	1,500,000		0.0003		95%		23.32
Inclined Belt 13 to Storage Bins	1,500,000		0.0003		95%		23.32
Storage Bins to Trucks	3,000,000		0.0003		95%		46.63
Total							186.52

¹Obtained from AP42 Chapter 11.19.2, Table 11.19.2-2.

Loader IC Engine Calculations

Maximum Operating Schedule:

	Horsepower	kw	Tier
Loader, Caterpillar Engine	436	325	4f

Emission Factors

Engine Family Name: GCPXL12.5HTF

Emissions are calculated emissions based on CARB's Executive Order certification rates.

	NO _x g/kw-hr	CO g/kw-hr	VOC g/kw-hr	PM ₁₀ g/kw-hr	SO _x g/hp-hr
Loader, Caterpillar Engine	0.26	0.02	0.05	0.010	0.01

Note: Emission factors in green are in grams/bhp-hr

Emission Factors, lbs/gal

	NO _x lbs/gal	CO lbs/gal	VOC lbs/gal	PM ₁₀ lbs/gal	SO _x lbs/gal	CO ₂ *	CH ₄ *	N ₂ O*
Loader, Caterpillar Engine	8.55E-03	6.58E-04	1.64E-03	3.29E-04	2.43E-04	1.02E+01	4.10E-01	8.00E-02

*Note: Emission factors obtained from epa.gov/sites/production/files/2015-07/documents/emission-factors_2014.pdf

Assumptions:

Fuel Consumption Rate:
21.80 gal/hr
87.21 gal/day
22,674.93 gal/yr

Global Warming Potential

CH ₄	25
N ₂ O	298

Hourly Emissions

Loader, Caterpillar Engine

	NO _x lbs/hr	CO lbs/hr	VOC lbs/hr	PM ₁₀ lbs/hr	SO _x lbs/hr	CO ₂ lbs/hr	CH ₄ lbs/hr	N ₂ O lbs/hr
Loader, Caterpillar Engine	0.19	0.01	0.04	7.17E-03	5.29E-03	2.23E+02	8.94E+00	1.74E+00

Maximum Daily Emissions

Loader, Caterpillar Engine

Pollutant	Daily Fuel Consumption (gal/day)	x	Emission Factor (lbs/gal)	=	Daily Emissions (lbs/day)
NO _x	87.21		8.55E-03		0.75
CO	87.21		6.58E-04		0.06
VOC	87.21		1.64E-03		0.14
PM ₁₀	87.21		3.29E-04		0.03
SO _x	87.21		2.43E-04		0.02
CO ₂	87.21		1.02E+01		890.43
CH ₄	87.21		4.10E-01		35.76
N ₂ O	87.21		8.00E-02		6.98

Annual Emissions

Pollutant	Annual Fuel Consumption (gal/yr)	x	Emission Factor (lbs/gal)	=	(lbs/yr)	Annual Emissions (tons/yr)	(Mtons/yr)
NO _x	22,674.93		8.55E-03		193.90	0.10	--
CO	22,674.93		6.58E-04		14.92	0.01	--
VOC	22,674.93		1.64E-03		37.29	0.02	--
PM ₁₀	22,674.93		3.29E-04		7.46	0.00	--
SO _x	22,674.93		2.43E-04		5.50	0.00	--
CO ₂	22,674.93		1.02E+01		231,511.03	--	104.99
CH ₄	22,674.93		4.10E-01		9,296.72	--	105.41
N ₂ O	22,674.93		8.00E-02		1,813.99	--	245.16
CO ₂ e	--		--		--	--	455.56

Storage Piles

Maximum Material 20,000 tons/day
 3,000,000 tons/year

PM10 Emission (From AP-42, Chapter 13.2.4)

$$E = k \cdot (0.0032) \cdot (U/5)^{1.3} / (M/2)^{1.4}$$

where:

E=emission factor(lbs/ton)	PM10	PM2.5
k=particle size multiplier	0.35	0.053
U=mean wind speed, mph (7 mph)	7	7
M=material moisture content, % (2%)	2	2

Daily Emissions

		AP-42					
		Amount	PM10 Emission	Control*		PM10	
		Stored	Factor	Efficiency		Emissions	
Emissions		(tons/day)	(lbs/ton)	(%)	=	(lbs/day)	
PM10		20,000	0.001735	90%		3.47	
PM2.5		20,000	0.000263	90%		0.53	

*Efficiency applied for wet material.

Annual Emissions

		AP-42					
		Amount	PM10 Emission	Control*		PM10	
		Stored	Factor	Efficiency		Emissions	
Description		(tons/yr)	(lbs/ton)	(%)	=	(lbs/yr)	
PM10		3,000,000	0.001735	90%		520.36	
PM2.5		3,000,000	0.000263	90%		78.80	

*Efficiency applied for wet material.

Table 1: Three Day Trip Counts for Bell Business Center Project

Actual Vehicles	
	Daily Trip Averages ¹
Building F	
Passenger Cars:	326
Truck Trips:	
2-axle:	125
3-axle:	3
4+-axle:	11
Total Truck Trips:	139
SUBTOTAL BUILDING F TOTAL	465
Building G	
Passenger Cars:	53
Truck Trips:	
2-axle:	10
3-axle:	1
4+-axle:	3
Total Truck Trips:	14
SUBTOTAL BUILDING G TOTAL	67
Building H	
Passenger Cars:	168
Truck Trips:	
2-axle:	17
3-axle:	8
4+-axle:	26
Total Truck Trips:	52
SUBTOTAL BUILDING H TOTAL	220
SUBTOTAL PASSENGER CARS ²	547
SUBTOTAL TRUCK TRIPS ³	204
TOTAL TRIPS (ACTUAL) ⁴	751

¹ Daily Trip Averages are calculated based on data collected over three days: Monday, October 15, Tuesday, October 16 and Wednesday, October 17

² SUBTOTAL PASSENGER CARS = Building F + Building G + Building H

³ SUBTOTAL TRUCK TRIPS = Building F + Building G + Building H

⁴ TOTAL TRIPS = Subtotal Passenger Cars + Subtotal Truck Trips

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

CEMEX - Bell Parcel A Project

South Coast AQMD Air District, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	1.50	1000sqft	0.03	1,500.00	0
Unrefrigerated Warehouse-No Rail	51.00	1000sqft	1.17	51,000.00	0
Parking Lot	5.25	1000sqft	0.12	5,250.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	31
Climate Zone	9			Operational Year	2019
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	702.44	CH4 Intensity (lb/MWhr)	0.029	N2O Intensity (lb/MWhr)	0.006

1.3 User Entered Comments & Non-Default Data

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

Project Characteristics -

Land Use - Land use types based on proposed building areas. Paving will be limited to 0.12 acres for entire project construction.

Construction Phase - No demolition, site preparation or grading phase is necessary. A short paving phase will occur at the end of building construction.

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Trips and VMT -

Grading -

Architectural Coating - Architectural Coating - Only the interior of the office building will be coated. Parking area striping will only cover 5250 square feet.

Vehicle Trips - General Office - 10 trips to cover employees and 14 trips to cover vendors.

Unrefrigerated Warehouse - 672 truck trips to pick-up and deliver finished material.

Trip length - Trips are already occurring. Area of impact is from Interstate 710 (I-710) to project site which is 2.5 miles.

Vehicle Emission Factors - Idling - Heavy duty trucks are conditioned to not idle more than 3 minutes, therefore emission factors are reduced by 40%.

No cold/warm start-ups from HHD trucks since these trips are already occurring and are not new.

Vehicle Emission Factors - Idling - Heavy duty trucks are conditioned to not idle more than 3 minutes, therefore emission factors are reduced by 40%.

No cold/warm start-ups from HHD trucks since these trips are already occurring and are not new.

Vehicle Emission Factors - Idling - Heavy duty trucks are conditioned to not idle more than 3 minutes, therefore emission factors are reduced by 40%.

No cold/warm start-ups from HHD trucks since these trips are already occurring and are not new.

Fleet Mix - General Office - employees account for 3 LDA's and 2 LDT1s and vendors account for 7 MHDs.

Unrefrigerated Warehouse - Accounts for 100% HHD trucks that will pick-up and deliver finished material.

Area Coating - Non-residential interior - Only general office building will be coated.

Parking - only parking area would be striped.

Energy Use - No natural gas will be utilized at the site.

Operational Off-Road Equipment -

Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	ConstArea_Nonresidential_Interior	78,750.00	1,500.00
tblArchitecturalCoating	ConstArea_Parking	315.00	5,250.00
tblAreaCoating	Area_Nonresidential_Interior	78750	1500
tblAreaCoating	Area_Parking	315	5250

BELL-3370

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

tblAreaMitigation	UseLowVOCPaintParkingCheck	False	True
tblEnergyUse	NT24NG	0.39	0.00
tblEnergyUse	NT24NG	0.03	0.00
tblEnergyUse	T24NG	10.02	0.00
tblEnergyUse	T24NG	0.84	0.00
tblFleetMix	HHD	0.03	0.00
tblFleetMix	HHD	0.03	1.00
tblFleetMix	LDA	0.55	0.25
tblFleetMix	LDA	0.55	0.00
tblFleetMix	LDT1	0.04	0.17
tblFleetMix	LDT1	0.04	0.00
tblFleetMix	LDT2	0.20	0.00
tblFleetMix	LDT2	0.20	0.00
tblFleetMix	LHD1	0.02	0.00
tblFleetMix	LHD1	0.02	0.00
tblFleetMix	LHD2	5.8700e-003	0.00
tblFleetMix	LHD2	5.8700e-003	0.00
tblFleetMix	MCY	4.7240e-003	0.00
tblFleetMix	MCY	4.7240e-003	0.00
tblFleetMix	MDV	0.12	0.00
tblFleetMix	MDV	0.12	0.00
tblFleetMix	MH	9.9100e-004	0.00
tblFleetMix	MH	9.9100e-004	0.00
tblFleetMix	MHD	0.02	0.58
tblFleetMix	MHD	0.02	0.00
tblFleetMix	OBUS	1.9990e-003	0.00
tblFleetMix	OBUS	1.9990e-003	0.00

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

tblFleetMix	SBUS	7.0400e-004	0.00
tblFleetMix	SBUS	7.0400e-004	0.00
tblFleetMix	UBUS	2.0270e-003	0.00
tblFleetMix	UBUS	2.0270e-003	0.00
tblVehicleEF	HHD	0.85	0.51
tblVehicleEF	HHD	0.12	0.00
tblVehicleEF	HHD	3.14	1.89
tblVehicleEF	HHD	3.18	0.00
tblVehicleEF	HHD	4,992.93	2,995.76
tblVehicleEF	HHD	9.63	0.00
tblVehicleEF	HHD	25.01	15.01
tblVehicleEF	HHD	19.77	0.00
tblVehicleEF	HHD	0.03	0.02
tblVehicleEF	HHD	1.1800e-004	0.00
tblVehicleEF	HHD	0.03	0.02
tblVehicleEF	HHD	1.1000e-004	0.00
tblVehicleEF	HHD	0.79	0.48
tblVehicleEF	HHD	0.10	0.00
tblVehicleEF	HHD	0.05	0.03
tblVehicleEF	HHD	1.4900e-004	0.00
tblVehicleEF	HHD	0.92	0.55
tblVehicleEF	HHD	0.11	0.00
tblVehicleEF	HHD	0.80	0.48
tblVehicleEF	HHD	0.11	0.00
tblVehicleEF	HHD	2.29	1.38
tblVehicleEF	HHD	3.02	0.00
tblVehicleEF	HHD	5,285.68	3,171.41

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

tblVehicleEF	HHD	9.63	0.00
tblVehicleEF	HHD	25.81	15.48
tblVehicleEF	HHD	19.76	0.00
tblVehicleEF	HHD	0.03	0.02
tblVehicleEF	HHD	1.1800e-004	0.00
tblVehicleEF	HHD	0.02	0.01
tblVehicleEF	HHD	1.1000e-004	0.00
tblVehicleEF	HHD	0.75	0.45
tblVehicleEF	HHD	0.10	0.00
tblVehicleEF	HHD	0.05	0.03
tblVehicleEF	HHD	1.4700e-004	0.00
tblVehicleEF	HHD	0.87	0.52
tblVehicleEF	HHD	0.11	0.00
tblVehicleEF	HHD	0.91	0.55
tblVehicleEF	HHD	0.12	0.00
tblVehicleEF	HHD	4.32	2.59
tblVehicleEF	HHD	3.20	0.00
tblVehicleEF	HHD	4,588.64	2,753.18
tblVehicleEF	HHD	9.63	0.00
tblVehicleEF	HHD	23.92	14.35
tblVehicleEF	HHD	19.77	0.00
tblVehicleEF	HHD	0.04	0.02
tblVehicleEF	HHD	1.1800e-004	0.00
tblVehicleEF	HHD	0.03	0.02
tblVehicleEF	HHD	1.1000e-004	0.00
tblVehicleEF	HHD	0.86	0.51
tblVehicleEF	HHD	0.10	0.00

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

tblVehicleEF	HHD	0.04	0.03
tblVehicleEF	HHD	1.5000e-004	0.00
tblVehicleEF	HHD	0.99	0.60
tblVehicleEF	HHD	0.11	0.00
tblVehicleTrips	CC_TTP	48.00	0.00
tblVehicleTrips	CNW_TL	6.90	2.50
tblVehicleTrips	CNW_TTP	19.00	58.00
tblVehicleTrips	CNW_TTP	41.00	100.00
tblVehicleTrips	CW_TTP	33.00	42.00
tblVehicleTrips	CW_TTP	59.00	0.00
tblVehicleTrips	ST_TR	2.46	16.00
tblVehicleTrips	ST_TR	1.68	13.18
tblVehicleTrips	SU_TR	1.05	16.00
tblVehicleTrips	SU_TR	1.68	13.18
tblVehicleTrips	WD_TR	11.03	16.00
tblVehicleTrips	WD_TR	1.68	13.18

2.0 Emissions Summary

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

2.1 Overall Construction**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2017											0.0000	50.3006	50.3006	8.9600e-003	0.0000	50.5246
2018											0.0000	190.4318	190.4318	0.0331	0.0000	191.2584
Maximum											0.0000	190.4318	190.4318	0.0331	0.0000	191.2584

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2017											0.0000	50.3006	50.3006	8.9600e-003	0.0000	50.5245
2018											0.0000	190.4316	190.4316	0.0331	0.0000	191.2582
Maximum											0.0000	190.4316	190.4316	0.0331	0.0000	191.2582

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
		Highest		

2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area											0.0000	1.4300e-003	1.4300e-003	0.0000	0.0000	1.5300e-003
Energy											0.0000	70.1676	70.1676	2.9000e-003	6.0000e-004	70.4186
Mobile											0.0000	1,736.0398	1,736.0398	0.1742	0.0000	1,740.3954
Waste											10.0156	0.0000	10.0156	0.5919	0.0000	24.8132
Water											3.8262	50.6140	54.4402	0.3951	9.7100e-003	67.2112
Total											13.8418	1,856.8229	1,870.6646	1.1641	0.0103	1,902.8399

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

2.2 Overall Operational**Mitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area											0.0000	1.4300e-003	1.4300e-003	0.0000	0.0000	1.5300e-003
Energy											0.0000	70.1676	70.1676	2.9000e-003	6.0000e-004	70.4186
Mobile											0.0000	1,736.0398	1,736.0398	0.1742	0.0000	1,740.3954
Waste											10.0156	0.0000	10.0156	0.5919	0.0000	24.8132
Water											3.8262	50.6140	54.4402	0.3951	9.7100e-003	67.2112
Total											13.8418	1,856.8229	1,870.6646	1.1641	0.0103	1,902.8399

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Building Construction	Building Construction	11/1/2017	8/7/2018	5	200	
2	Paving	Paving	8/8/2018	8/21/2018	5	10	
3	Architectural Coating	Architectural Coating	8/22/2018	9/4/2018	5	10	

BELL-3377

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

Acres of Grading (Site Preparation Phase): 0**Acres of Grading (Grading Phase): 0****Acres of Paving: 0.12****Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 1,500; Non-Residential Outdoor: 26,250; Striped Parking Area: 5,250 (Architectural Coating – sqft)****OffRoad Equipment**

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Building Construction	Cranes	1	6.00	231	0.29
Building Construction	Forklifts	1	6.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45
Paving	Cement and Mortar Mixers	1	6.00	9	0.56
Paving	Pavers	1	6.00	130	0.42
Paving	Paving Equipment	1	8.00	132	0.36
Paving	Rollers	1	7.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Building Construction	7	24.00	9.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	5	13.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	5.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

3.1 Mitigation Measures Construction**3.2 Building Construction - 2017****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road											0.0000	39.8645	39.8645	8.3800e-003	0.0000	40.0741
Total											0.0000	39.8645	39.8645	8.3800e-003	0.0000	40.0741

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor											0.0000	4.8485	4.8485	3.6000e-004	0.0000	4.8576
Worker											0.0000	5.5876	5.5876	2.1000e-004	0.0000	5.5929
Total											0.0000	10.4362	10.4362	5.7000e-004	0.0000	10.4505

BELL-3379

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

3.2 Building Construction - 2017**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road											0.0000	39.8644	39.8644	8.3800e-003	0.0000	40.0740
Total											0.0000	39.8644	39.8644	8.3800e-003	0.0000	40.0740

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor											0.0000	4.8485	4.8485	3.6000e-004	0.0000	4.8576
Worker											0.0000	5.5876	5.5876	2.1000e-004	0.0000	5.5929
Total											0.0000	10.4362	10.4362	5.7000e-004	0.0000	10.4505

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

3.2 Building Construction - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road											0.0000	144.6242	144.6242	0.0291	0.0000	145.3520
Total											0.0000	144.6242	144.6242	0.0291	0.0000	145.3520

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor											0.0000	17.6472	17.6472	1.2600e-003	0.0000	17.6786
Worker											0.0000	19.8292	19.8292	6.8000e-004	0.0000	19.8461
Total											0.0000	37.4764	37.4764	1.9400e-003	0.0000	37.5247

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

3.2 Building Construction - 2018**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road											0.0000	144.6240	144.6240	0.0291	0.0000	145.3519
Total											0.0000	144.6240	144.6240	0.0291	0.0000	145.3519

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor											0.0000	17.6472	17.6472	1.2600e-003	0.0000	17.6786
Worker											0.0000	19.8292	19.8292	6.8000e-004	0.0000	19.8461
Total											0.0000	37.4764	37.4764	1.9400e-003	0.0000	37.5247

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

3.3 Paving - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road											0.0000	6.1073	6.1073	1.8700e-003	0.0000	6.1540
Paving											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total											0.0000	6.1073	6.1073	1.8700e-003	0.0000	6.1540

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker											0.0000	0.6841	0.6841	2.0000e-005	0.0000	0.6847
Total											0.0000	0.6841	0.6841	2.0000e-005	0.0000	0.6847

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

3.3 Paving - 2018**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road											0.0000	6.1073	6.1073	1.8700e-003	0.0000	6.1540
Paving											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total											0.0000	6.1073	6.1073	1.8700e-003	0.0000	6.1540

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker											0.0000	0.6841	0.6841	2.0000e-005	0.0000	0.6847
Total											0.0000	0.6841	0.6841	2.0000e-005	0.0000	0.6847

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

3.4 Architectural Coating - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road											0.0000	1.2766	1.2766	1.2000e-004	0.0000	1.2797
Total											0.0000	1.2766	1.2766	1.2000e-004	0.0000	1.2797

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker											0.0000	0.2631	0.2631	1.0000e-005	0.0000	0.2634
Total											0.0000	0.2631	0.2631	1.0000e-005	0.0000	0.2634

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

3.4 Architectural Coating - 2018**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road											0.0000	1.2766	1.2766	1.2000e-004	0.0000	1.2797
Total											0.0000	1.2766	1.2766	1.2000e-004	0.0000	1.2797

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker											0.0000	0.2631	0.2631	1.0000e-005	0.0000	0.2634
Total											0.0000	0.2631	0.2631	1.0000e-005	0.0000	0.2634

4.0 Operational Detail - Mobile

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated											0.0000	1,736.0398	1,736.0398	0.1742	0.0000	1,740.3954
Unmitigated											0.0000	1,736.0398	1,736.0398	0.1742	0.0000	1,740.3954

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
General Office Building	24.00	24.00	24.00	78,408	78,408
Parking Lot	0.00	0.00	0.00		
Unrefrigerated Warehouse-No Rail	672.18	672.18	672.18	571,129	571,129
Total	696.18	696.18	696.18	649,537	649,537

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
General Office Building	16.60	8.40	6.90	42.00	0.00	58.00	77	19	4
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0
Unrefrigerated Warehouse-No	16.60	8.40	2.50	0.00	0.00	100.00	92	5	3

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
General Office Building	0.250000	0.166700	0.000000	0.000000	0.000000	0.000000	0.583300	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000
Parking Lot	0.546418	0.044132	0.199182	0.124467	0.017484	0.005870	0.020172	0.031831	0.001999	0.002027	0.004724	0.000704	0.000991
Unrefrigerated Warehouse-No Rail	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	1.000000	0.000000	0.000000	0.000000	0.000000	0.000000

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated											0.0000	70.1676	70.1676	2.9000e-003	6.0000e-004	70.4186
Electricity Unmitigated											0.0000	70.1676	70.1676	2.9000e-003	6.0000e-004	70.4186
NaturalGas Mitigated											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

5.2 Energy by Land Use - NaturalGas**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
General Office Building	0											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	0											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total												0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
General Office Building	0											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	0											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total												0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

5.3 Energy by Land Use - Electricity**Unmitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
General Office Building	19485	6.2083	2.6000e-004	5.0000e-005	6.2306
Parking Lot	1837.5	0.5855	2.0000e-005	1.0000e-005	0.5876
Unrefrigerated Warehouse-No Rail	198900	63.3738	2.6200e-003	5.4000e-004	63.6005
Total		70.1676	2.9000e-003	6.0000e-004	70.4186

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
General Office Building	19485	6.2083	2.6000e-004	5.0000e-005	6.2306
Parking Lot	1837.5	0.5855	2.0000e-005	1.0000e-005	0.5876
Unrefrigerated Warehouse-No Rail	198900	63.3738	2.6200e-003	5.4000e-004	63.6005
Total		70.1676	2.9000e-003	6.0000e-004	70.4186

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

6.0 Area Detail**6.1 Mitigation Measures Area**

Use Low VOC Paint - Non-Residential Interior

Use Low VOC Paint - Non-Residential Exterior

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated											0.0000	1.4300e-003	1.4300e-003	0.0000	0.0000	1.5300e-003
Unmitigated											0.0000	1.4300e-003	1.4300e-003	0.0000	0.0000	1.5300e-003

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

6.2 Area by SubCategory**Unmitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping											0.0000	1.4300e-003	1.4300e-003	0.0000	0.0000	1.5300e-003
Total											0.0000	1.4300e-003	1.4300e-003	0.0000	0.0000	1.5300e-003

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping											0.0000	1.4300e-003	1.4300e-003	0.0000	0.0000	1.5300e-003
Total											0.0000	1.4300e-003	1.4300e-003	0.0000	0.0000	1.5300e-003

7.0 Water Detail

BELL-3392

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

7.1 Mitigation Measures Water

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	54.4402	0.3951	9.7100e-003	67.2112
Unmitigated	54.4402	0.3951	9.7100e-003	67.2112

7.2 Water by Land Use**Unmitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
General Office Building	0.266601 / 0.1634	1.7691	8.7600e-003	2.2000e-004	2.0534
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	11.7937 / 0	52.6712	0.3863	9.4900e-003	65.1578
Total		54.4402	0.3951	9.7100e-003	67.2112

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

7.2 Water by Land Use**Mitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
General Office Building	0.266601 / 0.1634	1.7691	8.7600e-003	2.2000e-004	2.0534
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	11.7937 / 0	52.6712	0.3863	9.4900e-003	65.1578
Total		54.4402	0.3951	9.7100e-003	67.2112

8.0 Waste Detail**8.1 Mitigation Measures Waste**

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	10.0156	0.5919	0.0000	24.8132
Unmitigated	10.0156	0.5919	0.0000	24.8132

8.2 Waste by Land Use**Unmitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
General Office Building	1.4	0.2842	0.0168	0.0000	0.7041
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	47.94	9.7314	0.5751	0.0000	24.1091
Total		10.0156	0.5919	0.0000	24.8132

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

8.2 Waste by Land Use**Mitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
General Office Building	1.4	0.2842	0.0168	0.0000	0.7041
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	47.94	9.7314	0.5751	0.0000	24.1091
Total		10.0156	0.5919	0.0000	24.8132

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	-----------	-------------	-------------	-----------

10.0 Stationary Equipment**Fire Pumps and Emergency Generators**

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	------------	-------------	-------------	-----------

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
----------------	--------	----------------	-----------------	---------------	-----------

User Defined Equipment

Equipment Type	Number
----------------	--------

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

11.0 Vegetation

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

CEMEX - Bell Parcel A Project
South Coast AQMD Air District, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	1.50	1000sqft	0.03	1,500.00	0
Unrefrigerated Warehouse-No Rail	51.00	1000sqft	1.17	51,000.00	0
Parking Lot	5.25	1000sqft	0.12	5,250.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	31
Climate Zone	9			Operational Year	2023
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	702.44	CH4 Intensity (lb/MWhr)	0.029	N2O Intensity (lb/MWhr)	0.006

1.3 User Entered Comments & Non-Default Data

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

Project Characteristics -

Land Use - Land use types based on proposed building areas. Paving will be limited to 0.12 acres for entire project construction.

Construction Phase - No demolition, site preparation or grading phase is necessary. A short paving phase will occur at the end of building construction.

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Trips and VMT -

Grading -

Architectural Coating - Architectural Coating - Only the interior of the office building will be coated. Parking area striping will only cover 5250 square feet.

Vehicle Trips - General Office - 10 trips to cover employees and 14 trips to cover vendors.

Unrefrigerated Warehouse - 672 truck trips to pick-up and deliver finished material.

Trip length - Trips are already occurring. Area of impact is from Interstate 710 (I-710) to preproject site which is 2.5 miles.

Vehicle Emission Factors - Idling - Heavy duty trucks are conditioned to not idle more than 3 minutes, therefore emission factors are reduced by 40%.

No cold/warm start-ups from HHD trucks since these trips are already occurring and are not new.

Fleet Mix - General Office - employees account for 3 LDAs and 2 LDTs and vendors account for 7 MHDs

Unrefrigerated warehouse - Accounts for 100% HHD trucks that will pick-up and deliver finished material.

Area Coating - Non-residential interior - Only general office building will be coated.

Parking - only parking area would be striped.

Energy Use - No natural gas will be utilized at the site.

Vehicle Emission Factors - Idling - Heavy duty trucks are conditioned to not idle more than 3 minutes, therefore emission factors are reduced by 40%.

No cold/warm start-ups from HHD trucks since these trips are already occurring and are not new.

Vehicle Emission Factors - Idling - Heavy duty trucks are conditioned to not idle more than 3 minutes, therefore emission factors are reduced by 40%.

No cold/warm start-ups from HHD trucks since these trips are already occurring and are not new.

Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	ConstArea_Nonresidential_Interior	78,750.00	1,500.00
tblArchitecturalCoating	ConstArea_Parking	315.00	5,250.00
tblAreaCoating	Area_Nonresidential_Interior	78750	1500
tblAreaCoating	Area_Parking	315	5250
tblAreaMitigation	UseLowVOCPaintParkingCheck	False	True

BELL-3399

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

tblEnergyUse	NT24NG	0.39	0.00
tblEnergyUse	NT24NG	0.03	0.00
tblEnergyUse	T24NG	10.02	0.00
tblEnergyUse	T24NG	0.84	0.00
tblFleetMix	HHD	0.03	0.00
tblFleetMix	HHD	0.03	1.00
tblFleetMix	LDA	0.55	0.25
tblFleetMix	LDA	0.55	0.00
tblFleetMix	LDT1	0.04	0.17
tblFleetMix	LDT1	0.04	0.00
tblFleetMix	LDT2	0.20	0.00
tblFleetMix	LDT2	0.20	0.00
tblFleetMix	LHD1	0.02	0.00
tblFleetMix	LHD1	0.02	0.00
tblFleetMix	LHD2	5.8250e-003	0.00
tblFleetMix	LHD2	5.8250e-003	0.00
tblFleetMix	MCY	4.8760e-003	0.00
tblFleetMix	MCY	4.8760e-003	0.00
tblFleetMix	MDV	0.12	0.00
tblFleetMix	MDV	0.12	0.00
tblFleetMix	MH	8.6800e-004	0.00
tblFleetMix	MH	8.6800e-004	0.00
tblFleetMix	MHD	0.02	0.58
tblFleetMix	MHD	0.02	0.00
tblFleetMix	OBUS	2.1230e-003	0.00
tblFleetMix	OBUS	2.1230e-003	0.00
tblFleetMix	SBUS	7.1000e-004	0.00

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

tblFleetMix	SBUS	7.1000e-004	0.00
tblFleetMix	UBUS	1.7800e-003	0.00
tblFleetMix	UBUS	1.7800e-003	0.00
tblVehicleEF	HHD	0.55	0.33
tblVehicleEF	HHD	0.07	0.00
tblVehicleEF	HHD	1.68	1.01
tblVehicleEF	HHD	2.88	0.00
tblVehicleEF	HHD	4,676.01	2,805.60
tblVehicleEF	HHD	9.29	0.00
tblVehicleEF	HHD	14.62	8.77
tblVehicleEF	HHD	19.69	0.00
tblVehicleEF	HHD	9.0010e-003	5.4010e-003
tblVehicleEF	HHD	7.9000e-005	0.00
tblVehicleEF	HHD	8.6120e-003	5.1670e-003
tblVehicleEF	HHD	7.3000e-005	0.00
tblVehicleEF	HHD	0.43	0.26
tblVehicleEF	HHD	0.07	0.00
tblVehicleEF	HHD	0.04	0.03
tblVehicleEF	HHD	1.4000e-004	0.00
tblVehicleEF	HHD	0.50	0.30
tblVehicleEF	HHD	0.07	0.00
tblVehicleEF	HHD	0.52	0.31
tblVehicleEF	HHD	0.07	0.00
tblVehicleEF	HHD	1.22	0.92
tblVehicleEF	HHD	2.73	0.00
tblVehicleEF	HHD	4,953.81	2,972.29
tblVehicleEF	HHD	9.29	0.00

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

tblVehicleEF	HHD	15.09	9.05
tblVehicleEF	HHD	19.68	0.00
tblVehicleEF	HHD	7.5890e-003	4.5530e-003
tblVehicleEF	HHD	7.9000e-005	0.00
tblVehicleEF	HHD	7.2610e-003	4.3570e-003
tblVehicleEF	HHD	7.3000e-005	0.00
tblVehicleEF	HHD	0.40	0.24
tblVehicleEF	HHD	0.06	0.00
tblVehicleEF	HHD	0.05	0.03
tblVehicleEF	HHD	1.3800e-004	0.00
tblVehicleEF	HHD	0.48	0.29
tblVehicleEF	HHD	0.07	0.00
tblVehicleEF	HHD	0.59	0.36
tblVehicleEF	HHD	0.07	0.00
tblVehicleEF	HHD	2.32	1.39
tblVehicleEF	HHD	2.90	0.00
tblVehicleEF	HHD	4,292.37	2,575.42
tblVehicleEF	HHD	9.29	0.00
tblVehicleEF	HHD	13.97	8.38
tblVehicleEF	HHD	19.69	0.00
tblVehicleEF	HHD	0.01	6.5712e-003
tblVehicleEF	HHD	7.9000e-005	0.00
tblVehicleEF	HHD	0.01	6.2868e-003
tblVehicleEF	HHD	7.3000e-005	0.00
tblVehicleEF	HHD	0.46	0.28
tblVehicleEF	HHD	0.07	0.00
tblVehicleEF	HHD	0.04	0.02

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

tblVehicleEF	HHD	1.4000e-004	0.00
tblVehicleEF	HHD	0.54	0.33
tblVehicleEF	HHD	0.07	0.00
tblVehicleTrips	CC_TTP	48.00	0.00
tblVehicleTrips	CNW_TL	6.90	2.50
tblVehicleTrips	CNW_TTP	19.00	58.00
tblVehicleTrips	CNW_TTP	41.00	100.00
tblVehicleTrips	CW_TTP	33.00	42.00
tblVehicleTrips	CW_TTP	59.00	0.00
tblVehicleTrips	ST_TR	2.46	16.00
tblVehicleTrips	ST_TR	1.68	13.18
tblVehicleTrips	SU_TR	1.05	16.00
tblVehicleTrips	SU_TR	1.68	13.18
tblVehicleTrips	WD_TR	11.03	16.00
tblVehicleTrips	WD_TR	1.68	13.18

2.0 Emissions Summary

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

2.1 Overall Construction**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2017											0.0000	50.3006	50.3006	8.9600e-003	0.0000	50.5246
2018											0.0000	190.4318	190.4318	0.0331	0.0000	191.2584
Maximum											0.0000	190.4318	190.4318	0.0331	0.0000	191.2584

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2017											0.0000	50.3006	50.3006	8.9600e-003	0.0000	50.5245
2018											0.0000	190.4316	190.4316	0.0331	0.0000	191.2582
Maximum											0.0000	190.4316	190.4316	0.0331	0.0000	191.2582

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

BELL-3404

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
		Highest		

2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area											0.0000	1.4300e-003	1.4300e-003	0.0000	0.0000	1.5300e-003
Energy											0.0000	70.1676	70.1676	2.9000e-003	6.0000e-004	70.4186
Mobile											0.0000	1,619.983 2	1,619.983 2	0.1289	0.0000	1,623.205 2
Waste											10.0156	0.0000	10.0156	0.5919	0.0000	24.8132
Water											3.8262	50.6140	54.4402	0.3951	9.7100e-003	67.2112
Total											13.8418	1,740.766 3	1,754.608 1	1.1188	0.0103	1,785.649 7

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

2.2 Overall Operational**Mitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area											0.0000	1.4300e-003	1.4300e-003	0.0000	0.0000	1.5300e-003
Energy											0.0000	70.1676	70.1676	2.9000e-003	6.0000e-004	70.4186
Mobile											0.0000	1,619.9832	1,619.9832	0.1289	0.0000	1,623.2052
Waste											10.0156	0.0000	10.0156	0.5919	0.0000	24.8132
Water											3.8262	50.6140	54.4402	0.3951	9.7100e-003	67.2112
Total											13.8418	1,740.7663	1,754.6081	1.1188	0.0103	1,785.6497

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Building Construction	Building Construction	11/1/2017	8/7/2018	5	200	
2	Paving	Paving	8/8/2018	8/21/2018	5	10	
3	Architectural Coating	Architectural Coating	8/22/2018	9/4/2018	5	10	

BELL-3406

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

Acres of Grading (Site Preparation Phase): 0**Acres of Grading (Grading Phase): 0****Acres of Paving: 0.12****Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 1,500; Non-Residential Outdoor: 26,250; Striped Parking Area: 5,250 (Architectural Coating – sqft)****OffRoad Equipment**

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Building Construction	Cranes	1	6.00	231	0.29
Building Construction	Forklifts	1	6.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45
Paving	Cement and Mortar Mixers	1	6.00	9	0.56
Paving	Pavers	1	6.00	130	0.42
Paving	Paving Equipment	1	8.00	132	0.36
Paving	Rollers	1	7.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Building Construction	7	24.00	9.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	5	13.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	5.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

3.1 Mitigation Measures Construction**3.2 Building Construction - 2017****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road											0.0000	39.8645	39.8645	8.3800e-003	0.0000	40.0741
Total											0.0000	39.8645	39.8645	8.3800e-003	0.0000	40.0741

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor											0.0000	4.8485	4.8485	3.6000e-004	0.0000	4.8576
Worker											0.0000	5.5876	5.5876	2.1000e-004	0.0000	5.5929
Total											0.0000	10.4362	10.4362	5.7000e-004	0.0000	10.4505

BELL-3408

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

3.2 Building Construction - 2017**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road											0.0000	39.8644	39.8644	8.3800e-003	0.0000	40.0740
Total											0.0000	39.8644	39.8644	8.3800e-003	0.0000	40.0740

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor											0.0000	4.8485	4.8485	3.6000e-004	0.0000	4.8576
Worker											0.0000	5.5876	5.5876	2.1000e-004	0.0000	5.5929
Total											0.0000	10.4362	10.4362	5.7000e-004	0.0000	10.4505

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

3.2 Building Construction - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road											0.0000	144.6242	144.6242	0.0291	0.0000	145.3520
Total											0.0000	144.6242	144.6242	0.0291	0.0000	145.3520

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor											0.0000	17.6472	17.6472	1.2600e-003	0.0000	17.6786
Worker											0.0000	19.8292	19.8292	6.8000e-004	0.0000	19.8461
Total											0.0000	37.4764	37.4764	1.9400e-003	0.0000	37.5247

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

3.2 Building Construction - 2018**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road											0.0000	144.6240	144.6240	0.0291	0.0000	145.3519
Total											0.0000	144.6240	144.6240	0.0291	0.0000	145.3519

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor											0.0000	17.6472	17.6472	1.2600e-003	0.0000	17.6786
Worker											0.0000	19.8292	19.8292	6.8000e-004	0.0000	19.8461
Total											0.0000	37.4764	37.4764	1.9400e-003	0.0000	37.5247

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

3.3 Paving - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road											0.0000	6.1073	6.1073	1.8700e-003	0.0000	6.1540
Paving											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total											0.0000	6.1073	6.1073	1.8700e-003	0.0000	6.1540

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker											0.0000	0.6841	0.6841	2.0000e-005	0.0000	0.6847
Total											0.0000	0.6841	0.6841	2.0000e-005	0.0000	0.6847

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

3.3 Paving - 2018**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road											0.0000	6.1073	6.1073	1.8700e-003	0.0000	6.1540
Paving											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total											0.0000	6.1073	6.1073	1.8700e-003	0.0000	6.1540

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker											0.0000	0.6841	0.6841	2.0000e-005	0.0000	0.6847
Total											0.0000	0.6841	0.6841	2.0000e-005	0.0000	0.6847

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

3.4 Architectural Coating - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road											0.0000	1.2766	1.2766	1.2000e-004	0.0000	1.2797
Total											0.0000	1.2766	1.2766	1.2000e-004	0.0000	1.2797

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker											0.0000	0.2631	0.2631	1.0000e-005	0.0000	0.2634
Total											0.0000	0.2631	0.2631	1.0000e-005	0.0000	0.2634

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

3.4 Architectural Coating - 2018**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road											0.0000	1.2766	1.2766	1.2000e-004	0.0000	1.2797
Total											0.0000	1.2766	1.2766	1.2000e-004	0.0000	1.2797

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker											0.0000	0.2631	0.2631	1.0000e-005	0.0000	0.2634
Total											0.0000	0.2631	0.2631	1.0000e-005	0.0000	0.2634

4.0 Operational Detail - Mobile

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated											0.0000	1,619.983 2	1,619.983 2	0.1289	0.0000	1,623.205 2
Unmitigated											0.0000	1,619.983 2	1,619.983 2	0.1289	0.0000	1,623.205 2

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
General Office Building	24.00	24.00	24.00	78,408	78,408
Parking Lot	0.00	0.00	0.00		
Unrefrigerated Warehouse-No Rail	672.18	672.18	672.18	571,129	571,129
Total	696.18	696.18	696.18	649,537	649,537

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
General Office Building	16.60	8.40	6.90	42.00	0.00	58.00	77	19	4
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0
Unrefrigerated Warehouse-No	16.60	8.40	2.50	0.00	0.00	100.00	92	5	3

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
General Office Building	0.250000	0.166700	0.000000	0.000000	0.000000	0.000000	0.583300	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000
Parking Lot	0.550151	0.042593	0.202457	0.116946	0.015037	0.005825	0.021699	0.034933	0.002123	0.001780	0.004876	0.000710	0.000868
Unrefrigerated Warehouse-No Rail	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	1.000000	0.000000	0.000000	0.000000	0.000000	0.000000

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated											0.0000	70.1676	70.1676	2.9000e-003	6.0000e-004	70.4186
Electricity Unmitigated											0.0000	70.1676	70.1676	2.9000e-003	6.0000e-004	70.4186
NaturalGas Mitigated											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

5.2 Energy by Land Use - NaturalGas**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
General Office Building	0											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	0											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total												0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
General Office Building	0											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	0											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total												0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

5.3 Energy by Land Use - Electricity**Unmitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
General Office Building	19485	6.2083	2.6000e-004	5.0000e-005	6.2306
Parking Lot	1837.5	0.5855	2.0000e-005	1.0000e-005	0.5876
Unrefrigerated Warehouse-No Rail	198900	63.3738	2.6200e-003	5.4000e-004	63.6005
Total		70.1676	2.9000e-003	6.0000e-004	70.4186

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
General Office Building	19485	6.2083	2.6000e-004	5.0000e-005	6.2306
Parking Lot	1837.5	0.5855	2.0000e-005	1.0000e-005	0.5876
Unrefrigerated Warehouse-No Rail	198900	63.3738	2.6200e-003	5.4000e-004	63.6005
Total		70.1676	2.9000e-003	6.0000e-004	70.4186

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

6.0 Area Detail**6.1 Mitigation Measures Area**

Use Low VOC Paint - Non-Residential Interior

Use Low VOC Paint - Non-Residential Exterior

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated											0.0000	1.4300e-003	1.4300e-003	0.0000	0.0000	1.5300e-003
Unmitigated											0.0000	1.4300e-003	1.4300e-003	0.0000	0.0000	1.5300e-003

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

6.2 Area by SubCategory**Unmitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping											0.0000	1.4300e-003	1.4300e-003	0.0000	0.0000	1.5300e-003
Total											0.0000	1.4300e-003	1.4300e-003	0.0000	0.0000	1.5300e-003

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products											0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping											0.0000	1.4300e-003	1.4300e-003	0.0000	0.0000	1.5300e-003
Total											0.0000	1.4300e-003	1.4300e-003	0.0000	0.0000	1.5300e-003

7.0 Water Detail

BELL-3421

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

7.1 Mitigation Measures Water

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	54.4402	0.3951	9.7100e-003	67.2112
Unmitigated	54.4402	0.3951	9.7100e-003	67.2112

7.2 Water by Land Use**Unmitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
General Office Building	0.266601 / 0.1634	1.7691	8.7600e-003	2.2000e-004	2.0534
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	11.7937 / 0	52.6712	0.3863	9.4900e-003	65.1578
Total		54.4402	0.3951	9.7100e-003	67.2112

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

7.2 Water by Land Use**Mitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
General Office Building	0.266601 / 0.1634	1.7691	8.7600e-003	2.2000e-004	2.0534
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	11.7937 / 0	52.6712	0.3863	9.4900e-003	65.1578
Total		54.4402	0.3951	9.7100e-003	67.2112

8.0 Waste Detail**8.1 Mitigation Measures Waste**

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	10.0156	0.5919	0.0000	24.8132
Unmitigated	10.0156	0.5919	0.0000	24.8132

8.2 Waste by Land Use**Unmitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
General Office Building	1.4	0.2842	0.0168	0.0000	0.7041
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	47.94	9.7314	0.5751	0.0000	24.1091
Total		10.0156	0.5919	0.0000	24.8132

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

8.2 Waste by Land Use**Mitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
General Office Building	1.4	0.2842	0.0168	0.0000	0.7041
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	47.94	9.7314	0.5751	0.0000	24.1091
Total		10.0156	0.5919	0.0000	24.8132

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	-----------	-------------	-------------	-----------

10.0 Stationary Equipment**Fire Pumps and Emergency Generators**

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	------------	-------------	-------------	-----------

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
----------------	--------	----------------	-----------------	---------------	-----------

User Defined Equipment

Equipment Type	Number
----------------	--------

CEMEX - Bell Parcel A Project - South Coast AQMD Air District, Annual

11.0 Vegetation



Evaluation of Emissions

Covering:

CEMEX Logistics Facility



Prepared For:

CEMEX Construction Materials Pacific, LLC
3990 Concourses Street, Suite 200
Ontario, CA 91764

Equipment Location:

City of Bell, California

Prepared by:



Associates Environmental
18141 Beach Blvd, Suite 200
Huntington Beach, CA 92648

Project No: 3250

TABLE OF CONTENTS

1.1	Air Quality	1
1.1.1	Environmental Setting	1
1.1.2	Impact Analysis	1
2.1	Climate Change.....	12
2.1.1	Impact Analysis	12

Tables

Table 1 – Apportioned Breakdown by Parcel.....	2
Table 2 – Apportioned Operational Winter Emissions Based on EIR.....	2
Table 3 – Apportioned Operational Summer Emissions Based on EIR	3
Table 4 – 2019 & 2023 Parcel A Project NOx Winter Emissions vs. Apportioned Amount.....	4
Table 5 – 2019 & 2023 Parcel A Project NOx Summer Emissions vs. Apportioned Amount	4
Table 6 – Parcel A Proposed Operational Winter Emissions by Source	5
Table 7 – Parcel A Proposed Operational Summer Emissions by Source.....	6
Table 8 – Operational Winter Emissions from Proposed Parcel A and Updated Project Totals.....	6
Table 9 – Operational Summer Emissions from Proposed Parcel A and Updated Project Totals ..	7
Table 10 – CO and NO ₂ Background Concentrations	9
Table 11 – Localized Operational Air Quality Impact Analysis	9
Table 12 – Cancer Risk Impacts	10
Table 13 – Non-Cancer Risk Impacts.....	11
Table 14 – Operational Related Greenhouse Gas Emissions from Proposed Parcel A and Updated Project Totals	13
Table 15 – 2023 Parcel A Project GHG Emissions vs. Apportioned Amount	13



1.1 Air Quality

1.1.1 Environmental Setting

The environmental setting for air quality is the same as described in the Environmental Impact Report (“EIR”) certified in 2013 for the Bell Business Center Project (“Project”). The Project site is located within the City of Bell, which is within the non-desert portion of Los Angeles County. This area of Los Angeles County is part of the South Coast Air Basin (Basin) and is governed by the regulations of the U.S. Environmental Protection Agency (USEPA), California Air Resources Board (CARB) and the South Coast Air Quality Management District (SCAQMD). The regulatory framework pertaining to air quality (including federal, State, and local regulations) has not changed since the certification of the EIR.

A number of air quality modeling tools are available to assess air quality impacts of projects. In addition, certain air districts, such as the SCAQMD, have created guidelines and requirements to conduct air quality analyses. The SCAQMD’s current guidelines, which are included in its CEQA Air Quality Handbook (April 1993), were adhered to during the preparation of this assessment of air quality impacts for the CEMEX logistics facility (“Facility”) proposed for development on Parcel A of the Project site. Supporting air quality documentation and calculations have been provided in Appendix A of this report.

1.1.2 Impact Analysis

As in the EIR analysis, this compliance analysis evaluates the potential for the Facility to result in new or substantially more significant impacts to air quality in relation to the following questions:

Would the development of the Facility:

(a) Conflict with or obstruct implementation of any applicable air quality plan.

EIR Impact 3.1.1: The EIR determined subsequent land use activities associated with implementation of the Project would conflict with or obstruct implementation of the 2012 Air Quality Management Plan. This impact was considered to be **significant**.

The EIR determined that a violation with Criterion No. 1 with the SCAQMD would result in a violation of the California Ambient Air Quality Standards (CAAQS) and the National Ambient Air Quality Standards (NAAQS). The evaluation under EIR Impact 3.1.3 indicated the Project would exceed the long-term operational standards and in doing so would violate air quality standards.

Together, the impacts associated with the development of all four parcels of the Project will continue to exceed the long-term operational NO_x standards and therefore, will remain significant.



(b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation.

EIR Impact 3.1.3: Project-generated operational emissions would exceed applicable significance thresholds and could contribute to regional nonattainment conditions. As a result, this impact is considered potentially significant.

The EIR determined that operational NO_x emissions were potentially significant. Because the EIR considered four parcels, the emissions from the Project was apportioned based on the projected area of the buildings that were to be constructed on each of the parcels. Table 1 shows the apportioned breakdown.

Table 1 – Apportioned Breakdown by Parcel

Site	Building Area (Square Feet)	Emissions Allocation
Parcel A	294,860	35.09%
Parcel F	244,528	29.10%
Parcel G	72,002	8.56%
Parcel H	229,000	27.25%
Total	840,390	100.00%

Table 2 provides the estimated operational winter emissions from each parcel and Table 3 provides the estimated operational summer emissions from each parcel.

Table 2 – Apportioned Operational Winter Emission Based on EIR

Site	ROG (lbs/day)	NO _x (lbs/day)	CO (lbs/day)	SO ₂ (lbs/day)	PM ₁₀ (lbs/day)	PM _{2.5} (lbs/day)
EIR Totals	40.31	84.01	148.36	0.37	40.25	3.49
Parcel A	14.14	29.48	52.05	0.13	14.12	1.22
Parcel F	11.73	24.44	43.17	0.11	11.71	1.02
Parcel G	3.45	7.20	12.71	0.03	3.45	0.30
Parcel H	10.98	22.89	40.43	0.10	10.97	0.95



Table 3 – Apportioned Operational Summer Emission Based on EIR

Site	ROG (lbs/day)	NO _x (lbs/day)	CO (lbs/day)	SO ₂ (lbs/day)	PM ₁₀ (lbs/day)	PM _{2.5} (lbs/day)
EIR Totals	39.12	81.18	143.34	0.39	40.21	3.45
Parcel A	13.73	28.48	50.29	0.14	14.11	1.21
Parcel F	11.38	23.62	41.71	0.11	11.70	1.00
Parcel G	3.35	6.96	12.28	0.03	3.45	0.30
Parcel H	10.66	22.12	39.06	0.11	10.96	0.94

The EIR reflects unrefrigerated warehouse land use designation. This analysis also considered an unrefrigerated land use designation. However, the operational fleet mix considered in this analysis has been updated to reflect 100% Heavy Heavy-Duty (HHD) trucks consistent with the Facility's operations. This truck fleet will include the trucks that will come on-site to pick-up construction material (aggregate) and deliver to a nearby destination. A general office land use designation was also included in the analysis. The operational vehicles will account for five (5) employees and seven (7) vendors. The fleet mix has been updated to reflect three (3) Light Duty Automobiles (LDA), two (2) Light Duty Trucks (LDT1) for the employees and seven (7) Medium Heavy Duty trucks (MHD) for the vendors. The latest version (version 2016.3.2) of the California Emissions Estimator Model (CalEEMod) was utilized to estimate the emissions from the vehicle trips.

Based on a traffic study performed by Urban Crossroads (October 2018), driveway counts for vehicles arriving at Parcels F, G and H were evaluated. For each of the three parcels, the actual number of passenger, 2-axle, 3-axle and 4+ axle vehicles trips was determined. This information was used to assess the actual NO_x emissions for Parcels F, G and H, which have been compared to the projected trips included in the EIR. The result of this comparison indicates that additional NO_x emissions previously allocated to Parcels F, G and H in the EIR are available for allocation to Parcel A. This comparative analysis assumed that all passenger cars are Light Duty Automobiles (LDA), 2-axle trucks are Light Heavy Duty trucks (LHD1), 3-axle trucks are Medium Heavy Duty trucks (MHD) and 4+-axle trucks are Heavy-Heavy Duty trucks (HHD). 2019 was assumed to be the first operational year.



Based on this evaluation, the NO_x emissions associated with the Facility are less than the balance of emissions previously allocated to Parcel A in the EIR (Overall Project emissions minus emissions from Parcel F, G and H's actual vehicle trips equals the remaining balance available for Parcel A). The estimated emissions associated with the operation of the Facility on Parcel A are based on 672 heavy-heavy duty truck trips per day and 24 employee/vendor trips per day. Presently the Facility has a Permit to Operate (PTO) for the truck loading operation issued by the South Coast Air Quality Management District (SCAQMD). The PTO allows the facility to load 252,000 tons of material per month. This is based on a maximum loading rate of 8,400 tons per day times 30 days per calendar month for a total of 252,000 tons per month. Aggregate trucks have a capacity of 25 tons. 8,400 tons per day divided by 25 tons per truck equals 336 trucks per day. 336 trucks per day equates to 672 truck trips per day. The reapportioned NO_x values for Parcel F, G and H, based on the Urban Crossroads traffic study, are as follows:

- Parcel A: 64.47 lbs/day (Summer); 66.88 lbs/day (Winter)
- Parcel F: 8.21 lbs/day (Summer); 8.51 lbs/day (Winter)
- Parcel G: 1.24 lbs/day (Summer); 1.27 lbs/day (Winter)
- Parcel H: 7.26 lbs/day (Summer); 7.35 lbs/day (Winter)

Emissions for 2023, the assumed fifth year of operation were also evaluated. As indicated in Table 4 for winter emissions and Table 5 for summer emissions, by 2023 the NO_x emissions associated with the Facility are reduced to a level below even what was allocated to Parcel A in the certified EIR.

Table 4 – 2019 & 2023 Parcel A Project NO_x Winter Emissions vs. Apportioned Amount

Site	NO _x (lbs/day)
Parcel A – Balance Available after Subtracting NO _x Emissions from Parcel F, G and H's Actual Vehicle Trips	66.88
Parcel A – Estimated for 2019 Operational Year	38.60
Parcel A – Apportioned from EIR	29.48
Parcel A – Estimated for 2023 Operational Year	19.03

Table 5 – 2019 & 2023 Parcel A Project NO_x Summer Emissions vs. Apportioned Amount

Site	NO _x (lbs/day)
Parcel A – Balance Available after Subtracting NO _x Emissions from Parcel F, G and H's Actual Vehicle Trips	64.47
Parcel A – Estimated for 2019 Operational Year	39.62
Parcel A – Apportioned from EIR	28.48
Parcel A – Estimated for 2023 Operational year	19.77



In the CalEEMod model a travel distance of 2.5 miles was selected as the truck mileage traveled to support the Facility. The truck trips associated with the Facility already exist and occur in conjunction with the delivery of aggregate from San Bernardino County, Irwindale, Sun Valley, Palmdale and other aggregate producing areas. The Facility will significantly reduce the distance of these existing trips and will only create a related impact between the I-710 to the Project site. Because these truck trips already exist the cold/warm start-ups associated with those trips also already exist and therefore, are not increased in this analysis. Additionally, the HHD trucks are restricted to no more than 3 minutes of idling at the Facility, and the Project as a whole, pursuant to Condition of Approval 7.1.3. Because the trucks are limited to 3 minutes, the idling emission factors were reduced by 40% (reduction is 2 divided by 5 equals 0.4 or 40%).

The Facility's operational phase will include particulate emissions from the material handling equipment, the storage pile, and an on-site loader that will be utilized to support the operations in the limited instances when the conveying system is down for maintenance.

Particulate emissions from the material handling equipment were estimated utilizing AP42, Chapter 11.19.2. The particulate emissions are controlled with wet suppression. Additionally the belt conveyors will be completely covered along the length of the belt. Particulate emissions from the open storage pile were estimated utilizing AP42, Chapter 13.2-4. Material will only be stockpiled in the event of maintenance or mechanical breakdown of the conveyance equipment. Thus, under normal operational conditions, both stockpiling and material handling will not occur simultaneously. However, this evaluation nevertheless considered both emissions simultaneously as a conservative estimate. The on-site loader emission factors were obtained from the California Air Resources Board's (CARB) Executive Order for the engine which provides the engines certification emission rates for NO_x, VOC, PM₁₀ and CO. The SO_x emission factor was obtained from AP42, Chapter 3.4. Table 6 shows a summary of the operational winter emissions associated with the proposed Parcel A project. Table 7 shows a summary of the operational summer emissions associated with the proposed Parcel A project.

Table 6 – Parcel A Proposed Operational Winter Emissions by Source

Source	ROG (lbs/day)	NO _x (lbs/day)	CO (lbs/day)	SO ₂ (lbs/day)	PM ₁₀ (lbs/day)	PM _{2.5} (lbs/day)
Area	1.08	6.00E-05	5.95E-03	0.00	2.00E-04	2.00E-04
Energy	0.00	0.00	0.00	0.00	0.00	0.00
Mobile	1.34	37.85	8.01	0.09	1.69	0.56
Off-Road	0.14	0.75	0.06	0.02	0.03	0.03
Material Handling	--	--	--	--	11.75	3.32
Storage Pile	--	--	--	--	3.47	0.53
Total	2.56	38.60	8.08	0.11	16.94	4.44



Table 7 – Parcel A Proposed Operational Summer Emissions by Source

Source	ROG (lbs/day)	NO _x (lbs/day)	CO (lbs/day)	SO ₂ (lbs/day)	PM ₁₀ (lbs/day)	PM _{2.5} (lbs/day)
Area	1.08	6.00E-05	5.95E-03	0.00	2.00E-05	2.00E-05
Energy	0.00	0.00	0.00	0.00	0.00	0.00
Mobile	1.25	38.87	6.24	0.10	1.68	0.55
Off-Road	0.14	0.75	0.06	0.02	0.03	0.03
Material Handling	--	--	--	--	11.75	3.32
Storage Pile	--	--	--	--	3.47	0.53
Total	2.47	39.62	6.31	0.12	16.93	4.43

Table 8 provides a summary of the anticipated operational winter emissions associated with the Facility along with the actual mobile emissions from Parcels F, G and H. Table 9 provides a summary of the anticipated operational summer emissions from the Facility along with the actual mobile emissions from Parcels F, G and H.

Table 8 – Operational Winter Emissions from Proposed Parcel A and Updated Project Totals

Site	ROG (lbs/day)	NO _x (lbs/day)	CO (lbs/day)	SO ₂ (lbs/day)	PM ₁₀ (lbs/day)	PM _{2.5} (lbs/day)
EIR Totals	40.31	84.01	148.36	0.37	40.25	3.49
Parcel A - EIR	14.14	29.48	52.05	0.13	14.12	1.22
Parcel A - Proposed	2.56	38.60	8.08	0.11	16.94	4.44
Parcel F	7.38	8.52	12.59	0.05	4.40	1.24
Parcel G	2.02	1.27	1.74	0.01	0.63	0.18
Parcel H	6.47	7.39	5.90	0.03	2.10	0.60
New Total	18.43	55.78	28.31	0.20	24.07	6.46
Threshold	55	55	550	150	150	55
Significant	No	Yes	No	No	No	No



Table 9 – Operational Summer Emissions from Proposed Parcel A and Updated Project Totals

Site	ROG (lbs/day)	NO _x (lbs/day)	CO (lbs/day)	SO ₂ (lbs/day)	PM ₁₀ (lbs/day)	PM _{2.5} (lbs/day)
EIR Totals	39.12	81.18	143.34	0.39	40.21	3.45
Parcel A - EIR	13.73	28.48	50.29	0.14	14.11	1.21
Parcel A - Proposed	2.47	39.62	6.31	0.12	16.93	4.43
Parcel F	7.40	8.21	13.36	0.05	4.40	1.24
Parcel G	2.01	1.24	1.86	0.01	0.63	0.18
Parcel H	6.47	7.29	6.18	0.03	2.10	0.60
New Total	18.35	56.36	27.71	0.21	24.06	6.45
Threshold	55	55	550	150	150	55
Significant	No	Yes	No	No	No	No

The EIR determined that operational NO_x emissions were potentially significant. The operation of the Facility on Parcel A, together with the operational emissions associated with the actual vehicle counts of Parcel F, G and H, will continue to cause the Project NO_x emissions to be significant. Although the PM₁₀ and PM_{2.5} emissions are estimated to increase with the operation of the Facility on Parcel A, the overall emissions for these contaminants associated with the Project as a whole will continue to remain below the significance thresholds.

(c) Expose sensitive receptors to substantial pollutant concentrations.

EIR Impact 3.1.4: Implementation of the project would not contribute to localized concentrations of mobile-source Carbon Monoxide (CO) that would exceed applicable ambient air quality standards. This is considered a **less than significant** impact.

The EIR determined that Carbon Monoxide (CO) emissions would not exceed the 1-hour or 8-hour CO concentrations based on the projected PM peak-hour traffic volumes. Therefore this will remain a **less than significant** impact.

The overall CO attainment status was thoroughly analyzed as part of the SCAQMD's 2003 Air Quality Management Plan (AQMP) and the 1992 Federal Attainment Plan for Carbon Monoxide (1992 CO Plan). As discussed in the 1992 CO Plan, peak Carbon Monoxide concentrations in the South Coast Air Basin are due to unusual meteorological and topographical conditions, and not due to the impact of particular intersections. Considering the region's unique meteorological conditions and the increasingly stringent CO emissions standards, CO modeling was performed as part of 1992 CO Plan and subsequent plan updates and air quality management plans. This analysis prepared for CO attainment can be used to assist in evaluating the potential for CO exceedances in the South Coast Air Basin.



In the 1992 CO Plan, a CO hot spot analysis was conducted for four busy intersections in Los Angeles at the peak morning and afternoon time periods and did not predict a violation of CO standards. The four intersections evaluated included: Long Beach Blvd. and Imperial Highway (Lynwood); Wilshire Blvd. and Veteran Ave. (Westwood); Sunset Blvd. and Highland Ave. (Hollywood); and La Cienega Blvd. and Century Blvd. (Inglewood). The busiest intersection evaluated was that of Wilshire Blvd. and Veteran Ave., which has a daily traffic volume of approximately 100,000 vehicles per day and Level of Service (LOS) E in the AM peak hour and LOS F in the PM peak hour. The 2003 AQMP estimated that the 1-hour concentration for this intersection was 4.6 ppm, which indicates that the most stringent 1-hour CO standard (20.0 ppm) would likely not be exceeded until the daily traffic at the intersection exceeded more than 400,000 vehicles per day.¹ Based on the AM and PM peak-hour existing plus Facility conditions, and the highest trip volumes at the intersection of Eastern Ave. and Bandini Blvd., daily vehicle trips are estimated to be below the trip volumes that would be expected to generate CO exceedances as evaluated in the 2003 AQMP. Therefore the project will remain less than significant.

The EIR performed an LST analysis for operational emissions. The certified EIR utilized the SCAQMD lookup tables to demonstrate that the Localized Significance Threshold (LST) was not exceeded for PM_{2.5}.

For the Facility, the SCAQMD has developed Localized Significance Threshold (LST) Methodology to evaluate the potential localized impacts of criteria pollutants from operational activities (SCAQMD, 2008). The LST Methodology requires that the emissions of CO, NO₂, PM₁₀, and PM_{2.5} associated with a proposed project be evaluated for impacts on ambient air quality standards at sensitive receptors.

In order to determine the ground-level pollutant concentrations, the U.S. EPA AERMOD air dispersion model (version 18081) was used to model CO, NO₂, PM₁₀ and PM_{2.5}.

In order to determine the ground-level pollutant concentrations, the on-site peak day operational emissions (see Tables 6 and 7) were considered and used to calculate the corresponding averaging periods for the specified pollutant. The Facility will consider the following sources: material (aggregate) handling equipment, one on-site loader, landscaping equipment and on-road vehicles while on-site. As previously discussed, the on-road vehicles will travel an average of 2.5 miles. For the purpose of the model we assumed that 0.5 miles would be allocated to on-site emissions. Approximately 1,300 feet will be traveled to the on-site aggregate loading location and back to the exit. For the purpose of this analysis a conservative 0.5 miles was selected. Therefore 20% (0.5 divided by 2.5 equals 0.2 or 20%) of the total emissions will be allocated to on-site emissions. The material transfer points were modeled as volume sources and the loader, landscaping and on-road trucks were each modeled as area sources. The model evaluated the impacts of actual location of sensitive receptors.

¹ Based on the ratio of 20 ppm (CO standard) and the modeled value of 4.6 ppm.



The NO₂ and CO background concentration was determined by taking the highest of the most recent three years of available monitoring data. The three years are 2014, 2015 and 2016. The South Central LA County (Station 112) was selected as representative data for the project location. The values in bold were selected as the background concentrations. No background concentrations were considered for PM₁₀ and PM_{2.5} since the SCAQMD exceeds the state or federal PM₁₀ and PM_{2.5} standards. Table 10 provides the background concentrations for CO and NO₂.

Table 10 – CO and NO₂ Background Concentrations

Pollutant	Year	1-hr Max Concentration (ppm)	8-hr Max Concentration (ppm)
CO	2014	6.0	3.8
	2015	4.4	3.3
	2016	4.4	3.9
Pollutant	Year	1-hr Max Concentration (ppb)	Annual Concentration (ppb)
NO ₂	2014	59.2	15.6
	2015	58.7	16.9
	2016	58.4	15.6

Table 11 summarizes the modeled results against the air quality standards.

Table 11 – Localized Operational Air Quality Impact Analysis

Criteria Pollutant	Averaging Period	Modeled GLC (ug/m3)	Background GLC (ug/m3)	Total GLC (ug/m3)	Air Quality Standard (ug/m3)	Exceeds LST Threshold?
CO	1-hour	11.05	6,900	6,911.05	23,000	No
	8-hour	4.27	4,333	4,337.27	10,000	No
NO _x	1-hour	52.05	111.49	163.54	339	No
	Annual	1.51	32.11	33.62	57	No
PM ₁₀	24-hour	1.93	--	1.93	2.5	No
	Annual	0.48	--	0.48	1	No
PM _{2.5}	24-hour	0.55	--	0.55	2.5	No

The LST analysis results indicate that no pollutant will exceed the LST threshold from operational emissions. Therefore, the impact from the Facility will remain less than significant.

EIR Impact 3.1.6: Implementation of the proposed Facility would result in increased exposure of existing or planned sensitive land uses to stationary or mobile-source TACs that would exceed applicable standards. As a result, this impact is considered **less than significant**.



The EIR utilized EPA Screen 3 to evaluate cancer risk and chronic hazard index from idling emissions. The pollutant evaluated is Diesel Particulate Matter (DPM).

The Facility will consist of 336 tucks per day each idling no more than 3 minutes for a total of 16.8 hours. The idling emissions were obtained from the CalEEMod model and were reduced by 40% since the Project as a whole has been conditioned not to allow idling in excess of 3 minutes. The winter emissions were utilized since they yielded the highest idling exhaust PM₁₀ emissions.

The health risk analysis was based on utilizing CARB's Hot Spots Regulatory Program 2 (HARP2). The HARP2 model utilizes AERMOD results to determine ground-level concentrations used in the health risk calculations. AERMOD was used to calculate ambient DPM concentrations associated with truck idling activity, and the resulting DPM concentrations at each receptor were multiplied by composite risk factors to calculate increased cancer risks for sensitive receptors. The model default values were modified to conform to the SCAQMD AB2588 and Rule 1402 Supplement Guidelines for Preparing Risk Assessment for the Air Toxics "Hot Spots" Information and Assessment Act (AB2588) (SCAQMD, July 2018).

Table 12 summarizes the cancer risk results from the Facility. Additionally the cumulative impacts, which include those associated with the Facility, are also presented in Table 12 along with the results from the three other parcels at the Project site.

Table 12 –Cancer Risk Impacts

Sensitive Receptors	Predicted Cancer Risk per Million				
	Parcel A	Parcel F	Parcel G	Parcel H	Cumulative Sum
Receptor Areas					
Adult Vocational School	0.15	2.3	4.5	1.1	8.05
Salvation Army – Transitional Housing	0.13	0.7	0.3	7.8	8.93
Neighborhood #1 (due west across I710 and LA River)	0.89	0.7	1.1	1.2	3.89
Neighborhood #2 (due southwest across I710 and LA River)	0.89	0.4	0.8	2.0	4.09
Neighborhood #3 (due north across east Washington Blvd.)	0.23	0.3	0.2	0.4	1.13
Threshold	10	10	10	10	10
Exceed Threshold	No	No	No	No	No

The HARP2 analysis indicates the cancer risk associated with the Facility will still remain below the 10 in a million cancer risk threshold. Additionally, the cumulative cancer risk from the Project (i.e. all four parcels) will continue to remain below 10 in a million. Therefore the impacts associated with the Facility will remain **less than significant**.



HARP2 is also utilized to estimate the non-cancer risk effects (Chronic Hazard index) from DPM. Table 13 summarizes the non-cancer risk (Chronic Hazard index) results associated with the Facility. Additionally the cumulative impacts, which includes those associated with the Facility, are also presented in Table 13, along with the results from the three other parcels at the Project site.

Table 13 – Non-Cancer Risk Impacts

Sensitive Receptors	Predicted Chronic Hazard Index				
	Parcel A	Parcel F	Parcel G	Parcel H	Cumulative Sum
Receptor Areas					
Adult Vocational School	3.91E-05	0.0065	0.0138	0.0029	0.0232
Salvation Army – Transitional Housing	3.34E-05	0.0009	0.0010	0.0301	0.0320
Neighborhood #1 (due west across I710 and LA River)	2.36E-04	0.0007	0.0011	0.0011	0.0031
Neighborhood #2 (due southwest across I710 and LA River)	2.36E-04	0.0005	0.0008	0.0018	0.0033
Neighborhood #3 (due north across east Washington Blvd.)	6.08E-05	0.0003	0.0002	0.0005	0.0011
Threshold	1.0	1.0	1.0	1.0	1.0
Exceed Threshold	No	No	No	No	No

The HARP2 analysis indicates the chronic hazard index associated with the facility will still remain below 1.0. Additionally, the cumulative chronic hazard index from the four parcels will continue to remain below 1.0. Therefore the impacts from the associated with the Facility will remain **less than significant**.

(d) Create objectionable odors affecting a substantial number of people.

EIR Impact 3.1.7: The EIR determined that the Project was not anticipated to include sources that could create objectionable odors affecting a substantial number of people or expose new residents to existing sources of odor. The Facility is not an identified land use that will cause objectionable odors. Thus, the Project will continue to have no impact.

(e) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region in nonattainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors).



EIR Impact 3.1.8: The EIR determined that the implementation of the Project, in combination with cumulative development in the South Coast Air Basin, would result in a cumulatively considerable net increase of criteria air pollutants for which the SoCAB is designated nonattainment. This was considered a cumulatively considerable impact.

As previously discussed the EIR showed the operational NO_x emissions associated with the Project exceeded the applicable SCAQMD significance threshold, which are designed to assist the region in attaining applicable state and national ambient air quality standards. Thus, the Facility, along with the three other parcels, will continue to exceed the operational NO_x emissions and therefore, the impact will remain significant.

2.1 Climate Change

2.1.1 Impact Analysis

As in the EIR analysis, this compliance analysis evaluates the potential for the Facility to result in new or substantially more adverse significant impacts to air quality in relation to the following questions:

Would the Facility:

- a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment.**

EIR Impact 3.4.1: Implementation of the proposed project will result in greenhouse gas emissions that would further contribute to significant impacts on the environment. This was considered a cumulatively considerable impact.

CalEEMod was utilized to estimate the operational emissions. Additionally, GHG emissions were estimated from the on-site loader. The amortized construction emissions were taken directly from the EIR. Table 14 shows the total operational emissions from the EIR along with the apportioned emissions associated with each of the four Parcels based on the breakdown percentages provided in Table 1. The table also provides the operational phase emissions from the Facility along with the updated actual mobile emissions from Parcels F, G and H.



Table 14 – Operational Related Greenhouse Gas Emissions from Proposed Parcel A and Updated Project Totals

Site	CO ₂ (Mtons/year)	CH ₄ (Mtons/year)	N ₂ O (Mtons/year)	CO ₂ e (Mtons/year)
EIR Total	8,532.00	104	0.03	10,728.00
Parcel A – EIR	2,993.55	36.49	0.01	3,763.09
Parcel A – Proposed	1,975.65	5.38	0.84	2,358.40
Parcel F	872.24	0.03	0.00	872.93
Parcel G	127.15	0.0046	0.00	127.26
Parcel H	535.96	0.03	0.00	536.60
Construction Amortized	71.00	0.00	0.00	71.00
New Total	3,444.82	0.06	0.01	3,966.19
Threshold	--	--	--	10,000
Significant	--	--	--	No

The EIR determined that operational GHG emissions were potentially significant. The Facility along with the actual vehicle counts from Parcels F, G and H will decrease the GHG emissions to below the significance threshold and therefore the project is less than significant.

Emissions from the assumed fifth year of operation, 2023, were also evaluated. As indicated in Table 15, by 2023, the greenhouse gas emissions from the Project are reduced to a level below what was allocated to Parcel A in the EIR.

Table 15 – 2023 Parcel A Project GHG Emissions vs. Apportioned Amount

Site	CO ₂ e (Mtons/year)
Parcel A – Apportioned from EIR	3,763.09
Parcel A – Proposed in 2023	2,241.21
Threshold	10,000
Significant	No

b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases.

EIR Impact 3.4.2: The EIR determined that the implementation of the Project would not conflict with an applicable plan adopted for the purpose of reducing the emissions of greenhouse gases. Therefore, this impact is less than cumulatively considerable.

No change is anticipated from this impact since the reasons provided in the EIR are still applicable to the Project; therefore the impact is still less than cumulatively considerable.

November 7, 2018

Mr. Bryan Forgey
CEMEX Construction Materials Pacific, LLC
3990 E. Concourses St., Suite 200
Ontario, CA 91764

SUBJECT: BELL BUSINESS CENTER TRIP GENERATION EVALUATION

Dear Mr. Bryan Forgey:

Urban Crossroads, Inc. is pleased to provide the following Trip Generation Evaluation for the Bell Business Center Project ("Project") located in the City of Bell. The purpose of this analysis is to evaluate the Project trip generation data, as applied to the CEMEX facility that will be developed on Parcel A of the Project.

CURRENTLY APPROVED PROJECT

The Project is currently approved to be developed with up to 840,390 square feet (sf) of industrial use as evaluated in the Bell Business Center Project Draft Environmental Impact Report (EIR) (May 2013). The EIR evaluated four parcels to be constructed as follows:

- Parcel A: 294,860 sf of industrial use, generally located at the southwest corner of the 1st Street/G Street intersection, where the CEMEX facility will be located,
- Parcel F: 244,528 sf of industrial use, generally located at the northeast corner of the 1st Street/Rickenbacker Road intersection,
- Parcel G: 72,002 sf of industrial use, generally located at the southeast corner of the 1st Street/Rickenbacker Road intersection, and
- Parcel H: 229,000 sf of industrial use, generally located at the southeast corner of the 6th Street/Rickenbacker Road.

The traffic study for the Project was prepared on May 17, 2012 (Bell Business Center Project Traffic Impact Analysis, RBF Consulting). As shown in Table 1, below, the 2012 traffic study concluded that Parcel A would generate 114 PCE AM peak hour and 120 PCE PM peak hour trips.

TABLE 1: EIR ESTIMATED TRIPS FOR PARCEL A

Actual Vehicles				
Vehicles			Total	
			AM Peak Hour	PM Peak Hour
Passenger Cars:			71	76
Truck Trips:				
2-Axle:			5	5
3-Axle:			4	5
4-Axle+:			9	9
- Net Truck Trips (Actual)			18	19
TOTAL NET TRIPS (Actual)			89	95
Passenger Car Equivalent (PCE) Vehicles				
Vehicles			Total	
			AM Peak Hour	PM Peak Hour
Passenger Cars:			71	76
Truck Trips:				
2-Axle:			8	7
3-Axle:			9	9
4-Axle+:			26	28
- Net Truck Trips (PCE)			43	44
TOTAL NET TRIPS (PCE)¹			114	120

¹ TOTAL TRIPS (PCE) = Passenger Cars + Net Truck Trips (PCE).

CEMEX FACILITY

CEMEX will operate a logistics and distribution facility that will support the transport of construction materials via onsite railroad service and the subsequent unloading and transfer of the materials onto trucks for delivery to the local marketplace.

Table 2 presents the trip generation summary for the CEMEX facility based on data provided by CEMEX. The data provided by CEMEX can be found in Attachment A of this Trip Generation Evaluation letter. The data in Attachment A generated 114 PCE AM peak hour and 36 PCE PM peak hour trips.

TABLE 2: PROPOSED CEMEX FACILITY TRIP GENERATION SUMMARY

Actual Vehicles		
Project Land Use	Total	
	AM Peak Hour	PM Peak Hour
CEMEX Facility		
4-Axle+ Trucks:	38	12
TOTAL NET TRIPS (Actual)	38	12
Passenger Car Equivalent (PCE) Vehicles		
Project Land Use	Total	
	AM Peak Hour	PM Peak Hour
CEMEX Facility		
4-Axle+ Trucks (PCE = 3.0):	114	36
TOTAL NET TRIPS (PCE)	114	36

TRIP GENERATION COMPARISON

As shown in Table 3, the CEMEX facility would result in no increase or change of PCE AM peak hour trips and a net reduction of 84 PCE PM peak hour trips than the currently approved trips for Parcel A.

It should be noted that an increase of less than 50 peak hour trips is generally considered the threshold at which additional analysis could be necessary since trips at or below this threshold are generally considered negligible¹. As shown on Table 3, the CEMEX facility would not result in any increase in trips, therefore the traffic impacts are anticipated to be the same as or less than those previously identified, and no further analysis is warranted.

¹ Traffic Impact Analysis Report Guidelines (County of Los Angeles Department of Public Works, 2017). 2017 Orange County Congestion Management Program (Orange County Transportation Authority, 2017). 2010 Congestion Management Program (Los Angeles County, 2017).

Mr. Bryan Forgey
CEMEX Construction Materials Pacific, LLC
November 7, 2018
Page 4 of 4

TABLE 3: TRIP GENERATION COMPARISON

Passenger Car Equivalent (PCE) Vehicles		
Comparative Land Use	Total	
	AM Peak Hour	PM Peak Hour
EIR Estimates for Parcel A	114	120
CEMEX Facility	114	36
<i>Variance (Proposed - Currently Approved)</i>	0	-84

CONCLUSION

The results of the evaluation summarized in this letter report indicate that the CEMEX facility is not anticipated to result in additional traffic related impacts. Urban Crossroads, Inc. is pleased to provide this trip generation evaluation for your use. If you have any questions, please contact me directly at (949) 336-5987.

Respectfully submitted,

URBAN CROSSROADS, INC.



Haseeb Qureshi
Senior Associate

ATTACHMENT A: CEMEX'S PROJECTED BELL TERMINAL DISTRIBUTIONS

Week	1	2	3	4	5	6	7	8	9	10	12	13	11	14	15	16
7 AM	71	59	85	89	95	97	123	135	130	131	104	107	91	153	153	154
8 AM	74	50	83	88	75	73	115	115	110	115	91	95	85	130	115	121
9 AM	76	51	70	91	76	77	91	110	90	116	85	90	73	100	116	117
4 PM	42	38	55	37	42	44	41	67	54	55	41	45	42	67	67	51
5 PM	35	29	27	26	35	35	47	42	47	51	21	43	25	59	60	46
6 PM	18	13	25	40	32	26	30	30	15	41	34	36	18	45	25	58
Peak Hour Totals	316	240	345	371	355	352	447	499	446	509	376	416	334	554	536	547

Week	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
7 AM	114	125	128	105	101	103	136	117	121	95	129	120	103	91	30
8 AM	84	107	85	90	69	92	110	102	86	91	111	96	91	78	26
9 AM	75	103	100	63	62	77	90	108	79	96	108	87	90	60	21
4 PM	42	41	38	43	39	31	65	37	45	33	53	51	44	33	25
5 PM	21	36	33	23	31	36	51	41	19	29	41	44	47	36	16
6 PM	31	28	29	13	13	30	40	25	9	21	29	45	32	33	7
Peak Hour Totals	367	440	413	337	315	369	492	430	359	365	471	443	407	331	125

Week	Average One-Way Trips		Average Two-Way Trips		COMPARATIVE VALUE	
	Per Week	Per Day	Per Week	Per Day		
7 AM	110	18	37	38	38	Highest AM Peak Hour
8 AM	92	15	31	32	32	
9 AM	85	14	28	28	28	
4 PM	45	7.6	15	16	16	Highest PM Peak Hour
5 PM	37	6.1	12	12	12	
6 PM	28	4.7	9.4	10	10	

The projected trip data for the Bell facility presented above in Attachment A is based on actual data from another CEMEX facility in the Inland Empire, which has been adjusted with projections based on the close proximity of the Bell facility to the greater Los Angeles area, the location of CEMEX's clients who will be serviced by the Bell facility.



South Coast Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4178
PERMIT TO CONSTRUCT/OPERATE

Page 1
Permit No.
G44823
A/N 590920

This initial permit must be renewed ANNUALLY unless the equipment is moved, or changes ownership.
If the billing for the annual renewal fee (Rule 301.f) is not received by the expiration date, contact the District.

**Legal Owner
or Operator:**

CEMEX CONSTRUCTION MATERIALS PACIFIC, LL
3990 CONCOURS ST, STE 200
ONTARIO, CA 91764

ID 183863

02/0

Equipment Location: 5091 RICKENBACKER RD, BELL, CA 90201

Equipment Description :

Aggregate Rail Unloading and Conveying System consisting of:

1. Rail Unloading Machine No. 1, with a Receiving Hopper and Sliding Plate Feed System.
2. Rail Unloading Machine No. 2, with a Receiving Hopper and Sliding Plate Feed System.
3. Belt Conveyor, C1.
4. Belt Conveyor, C2.
5. Belt Conveyor, C3.
6. Belt Conveyor, C4.
7. Belt Conveyor, C5.
8. Belt Conveyor, C6.
9. Belt Conveyor, C7.
8. Tripper Belt Conveyor, C8.
10. Tripper Belt Conveyor, C9.
11. Seven Storage Bunkers.

Conditions :

1. Operation of this equipment shall be conducted in accordance with all data and specifications submitted with the application under which this permit is issued unless otherwise noted below.
2. This equipment shall be properly maintained and kept in good operating condition at all times.
3. This system shall not process more than 500,000 tons of aggregate in any calendar month.

ORIGINAL

RECEIVED
BELL-3447-10-17
AR 03297



PERMIT TO CONSTRUCT/OPERATE

4. Records shall be maintained to demonstrate compliance with Condition No. 3 in this permit. These records shall be kept in a format acceptable to the SCAQMD for a minimum of two years and shall be made available to SCAQMD personnel upon request.
5. This facility shall comply with all applicable requirements of Rule 1157.
6. Aggregate charged, and aggregate in process shall be kept sufficiently moist to prevent excessive dust emissions.
7. The high pressure water spray system shall be operated and shall be maintained for all dry conveyor transfer points.
8. All fittings and hoses of the high pressure water spray system shall be kept tight such that there are no leaks or drips. If leaks or drips occur, they must be repaired within eight hours of detection.
9. This permit shall expire if construction of this equipment is not completed within one year of the issue date of the permit unless an extension is granted by the Executive Officer.

NOTICE

In accordance with Rule 206, this Permit to Operate or copy shall be posted on or within 8 meters of the equipment.

This permit does not authorize the emission of air contaminants in excess of those allowed by Division 26 of the Health and Safety Code of the State of California or the applicable Rules and Regulations of the South Coast Air Quality Management District (SCAQMD). This permit cannot be considered as permission to violate existing laws, ordinances, regulations or statutes of other government agencies.

Executive Officer

By Dorris M.Bailey/DH04
2/1/2017

ORIGINAL

BELL-3448
AR 03298



South Coast Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4178
PERMIT TO CONSTRUCT/OPERATE

Page 1
Permit No.
G44824
A/N 590921

This initial permit must be renewed ANNUALLY unless the equipment is moved, or changes ownership.
If the billing for the annual renewal fee (Rule 301.f) is not received by the expiration date, contact the District.

**Legal Owner
or Operator:**

CEMEX CONSTRUCTION MATERIALS PACIFIC, LL
3990 CONCOURS ST, STE 200
ONTARIO, CA 91764

ID 183863

Equipment Location: 5091 RICKENBACKER RD, BELL, CA 90201

Equipment Description :

Aggregate Truck Loading System consisting of:

1. Tunnel Belt Conveyor, C10.
2. Belt Conveyor, with a Turn Head.
3. Four Storage Bins, Aggregate, each 100 Tons Capacity.
4. Two Truck Loadout Stations.

Conditions :

1. Operation of this equipment shall be conducted in accordance with all data and specifications submitted with the application under which this permit is issued unless otherwise noted below.
2. This equipment shall be properly maintained and kept in good operating condition at all times.
3. This system shall not process more than 252,000 tons of aggregate in any calendar month.
4. Records shall be maintained to demonstrate compliance with Condition No. 3 in this permit. These records shall be kept in a format acceptable to the SCAQMD for a minimum of two years and shall be made available to SCAQMD personnel upon request.
5. This facility shall comply with all applicable requirements of Rule 1157.
6. Aggregate charged, and aggregate in process shall be kept sufficiently moist to prevent excessive dust emissions.
7. The high pressure water spray system shall be operated and shall be maintained for all dry conveyor transfer points.
8. All fittings and hoses of the high pressure water spray system shall be kept tight such that there are no leaks or drips. If leaks or drips occur, they must be repaired within eight hours of detection.

ORIGINAL

BELL-3449
AR 03299



South Coast Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4178

PERMIT TO CONSTRUCT/OPERATE

Page 2
Permit No.
G44824
A/N 590921

9. This permit shall expire if construction of this equipment is not completed within one year of the issue date of the permit unless an extension is granted by the Executive Officer.

NOTICE

In accordance with Rule 206, this Permit to Operate or copy shall be posted on or within 8 meters of the equipment.

This permit does not authorize the emission of air contaminants in excess of those allowed by Division 26 of the Health and Safety Code of the State of California or the applicable Rules and Regulations of the South Coast Air Quality Management District (SCAQMD). This permit cannot be considered as permission to violate existing laws, ordinances, regulations or statutes of other government agencies.

Executive Officer

A handwritten signature in dark ink that reads "Dorris M. Bailey". The signature is written in a cursive, flowing style.

By Dorris M. Bailey/DH04
2/1/2017

ORIGINAL

BELL-3450
AR 03300

PARCEL A PERMITTED USE CONFORMANCE ANALYSIS

**TO: CITY OF BELL COMMUNITY DEVELOPMENT DEPARTMENT –
PLANNING DIVISION**

PREPARED BY: LILBURN CORPORATION

DATE: NOVEMBER 9, 2018

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	1
II. SUMMARY	1
III. THE CEMEX FACILITY.....	2
IV. BACKGROUND AND STATUS OF PROJECT DEVELOPMENT	2
A. Early Plans for the Development of the Site.....	2
B. 2013 Development Agreement and the Bell Business Center Environmental Impact Report.....	5
V. ANALYSIS.....	7
A. Land Use	7
B. Aesthetics	9
C. Agricultural and Forest Resources.....	11
D. Air Quality	11
E. Biological Resources	17
F. Cultural Resources	20
G. Climate Change and Greenhouse Gases	21
H. Geology and Soils	24
I. Hazards and Hazardous Materials	25
J. Hydrology and Water Quality.....	25
K. Mineral Resources	27
L. Noise	27
M. Population, Housing and Employment	29
N. Public Services and Utilities	30
O. Other Utilities.....	30
P. Recreation	31
Q. Schools.....	31
R. Transportation and Circulation	32
VI. CONCLUSION.....	35

I. INTRODUCTION

The Development Agreement approved by the City of Bell ("City") in 2013 for the Bell Business Center Project vests the right to develop a Permitted Use "to the full extent permitted" by the Environmental Impact Report ("EIR") and Mitigation Measures. (Dev. Ag., p. 14, ¶ 4.1.) Accordingly, the purpose of this Permitted Use Conformance Analysis is to evaluate the consistency of the CEMEX distribution facility with the EIR.¹

As discussed below, CEMEX is developing a distribution facility pursuant to the Development Agreement that will support the transport and sale of construction materials (*i.e.*, aggregate) to the local marketplace. The purpose of this Permitted Use Conformance Analysis is to evaluate whether the developmental impacts associated with the CEMEX facility are within the scope of the EIR.

II. SUMMARY

The CEMEX facility is explicitly authorized as a Permitted Use pursuant to the Development Agreement. Furthermore, the approval of design-level plans for the CEMEX facility is not a discretionary action subject to the California Environmental Quality Act ("CEQA"). Rather, it is merely the implementation of design-level plans for the development of a previously approved industrial use on "Parcel A" of the Bell Business Center Project ("Project").

The Project includes the development of four parcels located within an approximately 40-acre site and was analyzed in an EIR in 2013. The other three parcels—Parcels F, G, and H—have already been developed pursuant to the Development Agreement. CEMEX's design plans for the facility are being reviewed (ministerially) by the Design Review Board to ensure consistency with the design requirements of the Development Agreement.

As discussed below, the developmental impacts associated with the CEMEX facility are either less than, or within the scope of, the environmental impacts analyzed in the EIR. Moreover, there are no developmental or operational characteristics of the facility that alter the applicability to the facility of the analysis set forth in the EIR. Nor are there any changed circumstances or new information since the certification of the EIR in 2013 that alter the applicability to the facility of the analysis set forth in the EIR.

In sum, the development of the CEMEX facility will "not exceed the parameters of the EIR" and will not be inconsistent with the City's determinations set forth in the EIR, including its determination that certain impacts will be reduced to a level of less than significant with the implementation of certain Mitigation Measures. (Dev. Ag., p. 14, ¶ 4.2.)

¹ Capitalized terms are from the Development Agreement and will be defined below.

III. THE CEMEX FACILITY

CEMEX will operate a logistics and distribution facility ("Facility") that will support the transport of construction materials (*i.e.*, aggregate) via onsite railroad service and the subsequent unloading and transfer of the materials onto trucks for delivery to the local marketplace.

Construction materials delivered to the Facility will be offloaded from railcars by two automatic unloaders located directly below the rail spur that is located on the northern portion of the triangular-shaped site. Once unloaded, the materials will be carried by a conveyor system into the main building, where the materials will be stored until purchased.

The main building is located on the eastern portion of the site and will be approximately 49,380 square feet. A prefabricated modular office building will be 1,440 square feet and the existing guard booth is 420 square feet. The office and guard booth will also be located along the eastern portion of the site, south of the main building. Because the offloading, storage, on-loading, and haulage of construction materials (all of which constitute a Permitted Use in accordance with the Development Agreement, as discussed in Section V.A, below) typically occurs in an unenclosed setting, the main building will not have a roof. However, the main building will nevertheless enclose all operations that occur therein and, as discussed below, will be a signature development that illustrates architectural excellence and high-quality design.

After the materials are ordered by customers, the materials will be carried from the main building by the conveyor system to one of four silos, which will be located together on a concrete pad near the southeastern corner of the subject property. The silos will unload the materials directly onto trucks for delivery to the marketplace.

The operation will provide critical raw materials for use in construction and for the manufacture of end products (*e.g.*, concrete) at the facilities of various customers, which, in turn, will be incorporated into the construction of new buildings and the repair of outdated infrastructure, including streets and highways. No mining, manufacturing, or processing activities will occur on-site.

As discussed below, the Facility is a component of the overall Project, which has been developed pursuant to the 2013 Development Agreement.

IV. BACKGROUND AND STATUS OF PROJECT DEVELOPMENT

A. Early Plans for the Development of the Site

Approximately 10 years ago, the City initiated due diligence regarding the potential development of the "Bell Business Center Project," which is comprised of "four (4) parcels of land, totaling approximately 40.2 net acres along Rickenbacker Road in the City of Bell, comprising: Parcel A, comprising approximately 14.5 net acres, Parcel F, comprising approximately 11.6 net acres, Parcel G, comprising approximately 3.6 net acres, and Parcel H, comprising approximately 10.5

net acres (the "Site"). [(See Figure 1.)] The Site is commonly known as the Bell Federal Service Site . . . and is located at 5600 Rickenbacker Road, Bell, California 90201." (Dev. Ag., p. 1, ¶ B.)

The Facility will be sited on Parcel A. Parcels F, G, and H have already been developed pursuant to the Development Agreement. (See Figure 2.)

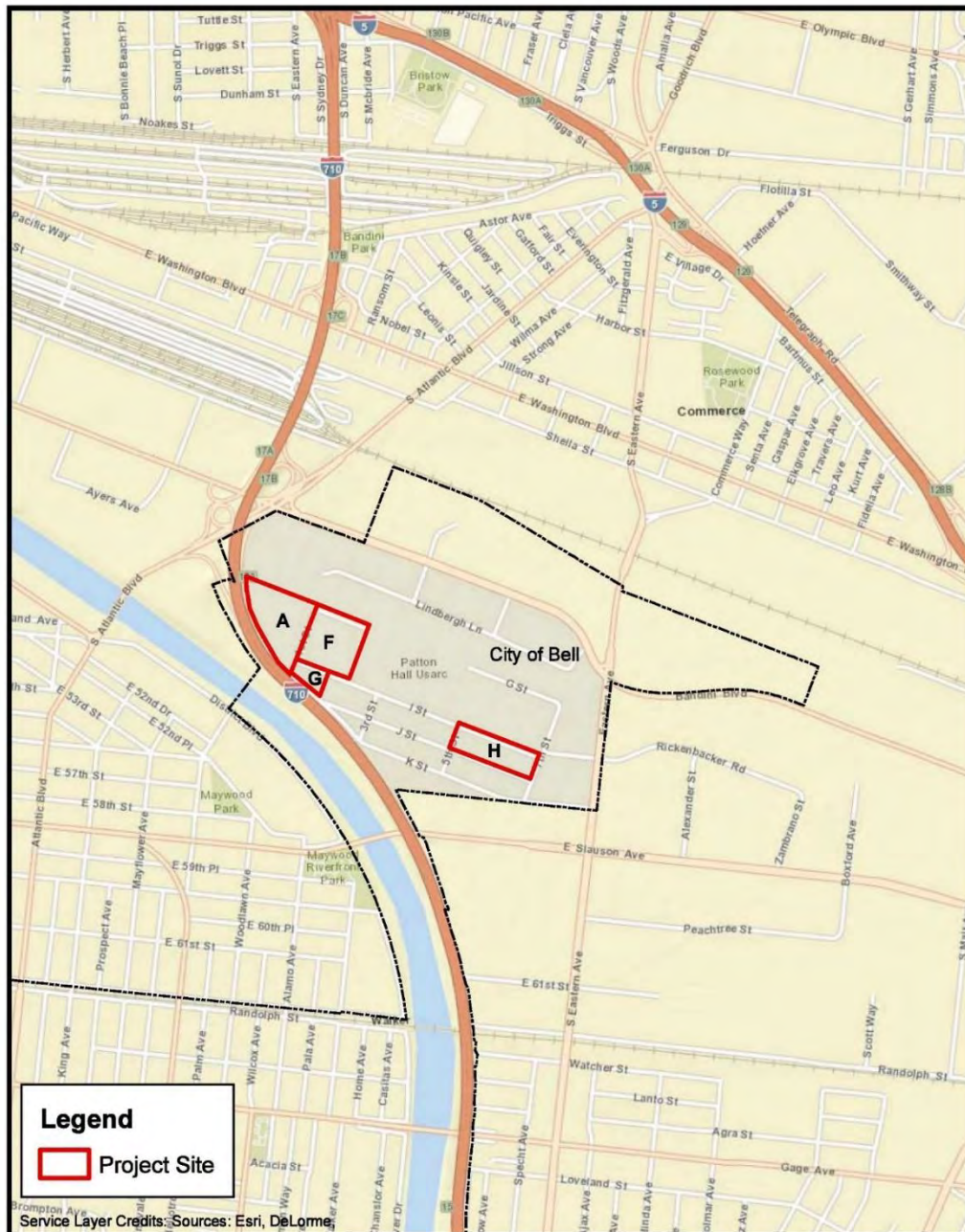


Figure 1: Project Site
Source: Figure 2.0-2 Bell Business Center Project DEIR 2013

As explained in the EIR, the "[P]roject [S]ite has been in use as military, industrial, and rail or truck staging areas since the 1940s. All of [the four Parcels] have been graded, paved, or developed at one time or another and have remnants of previous industrial use (e.g., parking lots, travel lanes, utilities, building pads). Parcel A, adjacent to Interstate 710 (I-710), is the only [Parcel] currently in use . . . as a truck and trailer distribution yard." (EIR, p. 3.9-1.)



Figure 2: Parcels F, G, and H (as developed)

As stated on page 2.0-4 of the EIR, the City's objectives for the development include the following:

- "Promote economic growth and strengthening of the city's industrial area, through capital investment that attracts new light industrial, warehousing or distribution uses and results in the creation of new jobs, the establishment of new businesses, and the expansion of the city's tax base.
- Create a series of signature projects that illustrate the high-quality design and construction expected of new warehousing, distribution, or light industrial developments in the City of Bell.
- Attract motivated developers to invest in the City of Bell by creating an expedited review process for warehousing, distribution or light industrial projects that create new jobs and promote quality development.
- Allow flexibility of building size and location for warehousing, distribution, or light industrial projects that create new jobs and promote quality development."

B. 2013 Development Agreement and the Bell Business Center Environmental Impact Report

In 2013, the City approved the Development Agreement and certified a Final EIR (State Clearinghouse No. 2013041025) in accordance with CEQA . (Dev. Ag., pp. 4-5, ¶ L.) The City concurrently adopted a Mitigation Monitoring and Reporting Plan ("MMRP"), a Statement of Overriding Considerations, and Findings of Fact in support thereof. (City of Bell, *Resolution No. 2013-32-CC*; Bell City Council, August 7, 2013.) The EIR served as the environmental document for the entire Project Site (*i.e.*, Parcels A, F, G, and H). (EIR, p. 1.0-2.)

The EIR analyzed the impacts associated with the construction and operation of the Project in accordance with Appendix G of the CEQA Guidelines. Accordingly, the EIR analyzed the following resource categories:

- aesthetics;
- agricultural and forest resources;
- air quality;
- biological resources;
- climate change and greenhouse gases;
- cultural resources;
- geology and soils;
- hazards and hazardous materials;
- hydrology and water quality;
- land use;
- mineral resources;
- noise;
- population, housing, and employment;
- public services and utilities;
- other utilities;
- recreation;
- schools; and
- transportation and circulation.

As discussed in the EIR, the City determined that the Project will not result in any impacts to aesthetics, agriculture and forest resources, mineral resources, schools, other utilities, and recreation. (EIR pp. ES-3, 3.13-1-13-3.) The City also determined that certain significant and

unavoidable impacts will occur as a result of the Project. The City's conclusions are set forth in Table ES-1 of the EIR, a summary of which is below:

**Table 1 - Bell Business Center EIR
CEQA Significance Determinations**

Potential Impact	CEQA Significance Determination with Mitigation	Mitigation Measures	Cumulative Impact Determination
Aesthetics	No Impact	No	No Impact
Agricultural and Forest Resources	No Impact	No	No Impact
Air Quality	Significant and Unavoidable	Yes	Significant and Unavoidable
Biological Resources	Less than Significant with Mitigation	Yes	Less than Cumulatively Considerable
Cultural Resources	No impact	None required	Less than Cumulatively Considerable
Climate Change and Greenhouse Gases	Impacts considered on a cumulative level	Yes	Cumulatively considerable; Significant and Unavoidable
Geology and Soils	Less than Significant with Mitigation	Yes	Less than Cumulatively Considerable
Hazards and Hazardous Materials	Less than Significant	None required	Less than Cumulatively Considerable
Hydrology and Water Quality	Less than Significant with Mitigation	Yes	Less than Cumulatively Considerable
Land Use	No Impact	None required	No Impact
Mineral Resources	No Impact	No	No Impact
Noise	Less than Significant with Mitigation	Yes	Less than Cumulatively Considerable
Population, Housing, and Employment	Less than Significant	None required	Less than Cumulatively Considerable
Public Services and Utilities	Less than Significant	None required	Less than Cumulatively Considerable
Other Utilities	No Impact	No	No Impact
Recreation	No Impact	No	No Impact
Schools	No Impact	No	No Impact
Transportation and Circulation	Significant and Unavoidable	Yes	Significant and Unavoidable

Source: Summarized from Table ES-1; Bell Business Center Project Draft EIR (2013)

V. ANALYSIS

As previously discussed, the Development Agreement vests the right to develop a Permitted Use "to the full extent permitted" by the EIR and the Mitigation Measures. (Dev. Ag., p. 14, ¶ 4.1.) Accordingly, this Permitted Use Conformance Analysis evaluates the consistency of the Facility with the EIR and the Mitigation Measures.

As discussed below, the development of the CEMEX facility will "not exceed the parameters of the EIR" and will not be inconsistent with the City's determinations set forth in the EIR, including its determination that certain impacts will be reduced to a level of less than significant with the implementation of certain Mitigation Measures. (Dev. Ag., p. 14, ¶ 4.2.) Furthermore, CEMEX's operation at the subject property is explicitly authorized as a Permitted Use pursuant to the Development Agreement.

The analysis presented below includes all 18 resource categories that were analyzed in the EIR, as listed in Section IV.B, above. Because the Development Agreement vests the right to develop a Permitted Use (*i.e.*, a land use issue), the consistency of the Facility with the analysis set forth in the land use section of the EIR will be analyzed first.

A. Land Use

The Project's impacts to land use were analyzed in Section 3.8 of the EIR. As discussed therein, the Development Agreement approved by the City for the Project prescribes and regulates land uses. (EIR, p. 3.9-7.)

The development of a "Permitted Use" at the Project Site is a vested right; the list of "Permitted Uses" are attached as Exhibit C2 to the Development Agreement. (Dev. Ag., p. 7, ¶ 1.27; p. 14, ¶ 4.1; Dev. Ag., Ex. C2.) Furthermore, the approval of a Permitted Use is a ministerial process that is exempt from CEQA. (EIR, p. 3.9-9.)

The Permitted Uses are described as follows:

Specific Development Standards and Permitted Land Uses ('Development Standards') for the project are outlined in Exhibit C2. The Development Standards contained in this Agreement shall become the prevailing land use regulations for the Project. These regulations will have the full force of the Zoning Ordinance of the City of Bell Municipal Code through application of the Agreement. Where conflicts exist between this Agreement and the City of Bell Municipal Code, the regulations and provisions of this Agreement shall prevail.

(Dev. Ag., Ex. C, § 5, ¶ B; Dev. Ag., Ex. C2.)

As seen in Exhibit C2 to the Development Agreement, the Permitted Uses are set forth in a table that is collectively referred to as "Eligible Uses":

ELIGIBLE USES

Permitted Uses
Any use currently permitted in the M (Manufacturing) or CM (Commercial Manufacturing) zoning districts Warehousing Distribution Logistics Loading and Unloading of Parcels and Freight Truck terminal Sorting, loading and unloading of parcels and freight Parcel and freight forwarding Retail order fulfillment (online or catalog services) General office uses Onsite railroad service and transfer facility Outdoor advertising media Telecommunications facilities (including monopoles and towers)
Accessory Uses
Any accessory use currently permitted in the M (Manufacturing) or CM (Commercial Manufacturing) zoning districts Public intake, sales, and showroom facilities in support of a principal use Onsite, exterior storage of trailers, shipping containers, or other materials used in support of a principal use and subject to adequate screening from public view.
Conditional Uses
Any use not allowed as either a Permitted or Accessory Use may be approved as a Conditional Use Permit through the Conditional Use Permit Process outlined in Zoning Ordinance Sections 17.96.040 through 17.96.160. Except that no conditional shall be approved for a Prohibited Use.
Prohibited Uses
Prohibited Uses are not permitted on the Site or as part of the Project and include such uses as restaurant, gas station, transitional housing, retail alcohol or tobacco sales, and adult-oriented uses.

Source: Development Agreement Exhibit C2. Development Standards and Permitted Land Uses (“Development Standards”)

Thus, a Permitted Use is a type of Eligible Use. Other types of Eligible Uses are Accessory Uses and Conditional Uses. Eligible Uses are collectively defined as follows:

The Site, and all Parcels thereof, shall be restricted in use to those uses permitted under the Scope of Development (Exhibit 'C2'). Eligible Uses are permitted on the Site as part of the Project and include such uses as industrial, manufacturing and warehousing. Prohibited Uses are not permitted on the Site or as part of the Project and include such uses as restaurant, gas station, transitional housing, retail alcohol or tobacco sales, and adult-oriented uses. No use permit may be issued for a Prohibited Use.

(Dev. Ag., p. 8, ¶ 1.32.)

CEMEX will operate a logistics and distribution facility that will support the transport of construction materials (*i.e.*, aggregate) via onsite railroad service and the subsequent unloading and transfer of the materials onto trucks for delivery to the local marketplace. Thus, the operation will constitute the following types of uses, all of which are Permitted Uses, as shown in the above table: distribution; logistics; sorting, loading, and unloading of parcels and freight; onsite railroad service and transfer facility. The operation also constitutes a gravel (aggregate) sales and storage

facility, which, as shown in the above table, is a Permitted Use in the M (Manufacturing) zone. (Muni. Code § 17.40.020.A, No. 21.)

Although the main building will not have a roof, a roof is not required because the operations that will be conducted therein (*i.e.*, aggregate transport and transfer) are typically conducted in an unenclosed setting, rather than in an enclosed building. The EIR contemplated such a use and explained that such a use will not require a roof in such instances. (EIR, p. 3.9-9, ¶ 3.8.2.)

In addition, the Eligible Uses table, above, also allows for the implementation of "[a]ny accessory use currently permitted in the M (Manufacturing)" zone. (Dev. Ag., Ex. C2.) As discussed in the City of Bell Municipal Code, the M zone allows the following types of accessory uses: "Accessory uses, buildings or structures" that are "incidental to" a Permitted Use. (Muni. Code § 17.40.020.B.) Accordingly, because the conveyor system that will be located at the Facility includes structures that are "incidental to" CEMEX's operation of a Permitted Use, all of which comply with the applicable design requirements (as discussed in the concurrently submitted "Design Consistency Analysis for Conveyor System"), the conveyor system is an Accessory Use allowed for under the Development Agreement.

Because the Facility is a Permitted Use allowed for in the Development Agreement, it will not cause any land use incompatibility. Accordingly, the development of the Facility will not exceed the parameters of the EIR, or be inconsistent with the City's determination that the Project will have no impacts on land use, as set forth in Section 3.8 of the EIR.

B. Aesthetics

The Project's impacts to aesthetics were analyzed in Section 3.13.1 of the EIR. As discussed therein, the City determined that the Project will have no impacts on aesthetics:

The project site is located within the Cheli Industrial Area, which is located adjacent to Interstate 710. Interstate 710 is not a state or locally designated scenic highway. The project site was previously graded, paved, or developed at one time or another. The site has remnants of previous industrial use (e.g., parking lots, travel lanes, utilizes, building pads) and is void of any scenic resources. The visual character of the project site and surroundings is urban development. The area around the project site has been previously developed with large warehouse and office buildings consistent with the land use designations. The project site and surrounding parcels are designated for industrial land uses and zoned C-M, Commercial Manufacturing. Future development on the project site would eliminate existing blighted conditions, which would be considered a beneficial impact to the visual character. The proposed project would introduce new sources of light and glare to the area, primarily due to parking area and exterior building lighting required to ensure safety.

Future development on the project site would be subject to City of Bell Municipal Code Section 17.76.060, which requires suitable lights to properly illuminate any

parking area, with lighting arranged and maintained so as to reflect the light away from adjacent premises. Based on the existing views consisting of industrial development and freeway and the requirements of the Municipal Code, the new sources of light and/or glare generated by the proposed project would not adversely affect the daytime or nighttime views in the area. Therefore, the proposed project would have no impact on aesthetics.

As discussed in the two Design Consistency Analyses prepared by RGA Office of Architectural Design and Lilburn Corporation, both of which have been concurrently submitted by CEMEX and are hereby incorporated by reference, the design of the Facility, as a whole, is consistent and in substantial conformance with the applicable design requirements set forth in the Development Agreement and the EIR.

Similarly, the Facility is also consistent and in substantial conformance with the design and landscaping of the three existing distribution and logistics buildings that have already been developed pursuant to the Development Agreement on Parcels F, G, and H of the Project. Furthermore, the Facility's storage and office structures and screening wall designs and outer appearances on the east side of the Facility blend with the existing development on adjacent Parcels F and G with respect to colors and texture, height, and landscaping plans. The siting of the main building and the screening wall along the east side of the Parcel A also effectively eliminates the viewing of on-site activities from Rickenbacker Road to the east. In addition, the conveyors and the truck loadout are designed with covers and siding to hide lattice support structures and/or will be painted with the same color scheme as the buildings consistent with the Basic Design Concept discussed in the Development Agreement.

In addition, though not required by the EIR or the Development Agreement, CEMEX will install an approximately 1,400-foot long landscaped buffer along the western boundary of Parcel A, adjacent to Interstate 710 ("I-710"). The landscaping will include 25-gallon drought-tolerant Leyland Cypress trees planted eight feet apart; the trees are estimated to grow 40-60 feet tall and 20-25 feet wide. Accordingly, the trees, once mature, will provide natural screening of Parcel A when viewed from I-710. The details of the landscaped buffer are further discussed in the landscaping plan included in the concurrently submitted compilation of exhibits as Exhibit 4, Tab W, Sheets L-1 – L-11.

For the reasons set forth above, the Facility is consistent and in substantial conformance with the design and aesthetic requirements set forth in the Development Agreement and the EIR, including Conditions of Approval 3.4b: Lighting Plan; 4.1: Architectural and Building Materials; 4.3: Building Design; and 8.1: Landscaping Plans. Thus, the Facility will have no impacts on aesthetics. Accordingly, the development of the Facility will not exceed the parameters of the EIR or be inconsistent with the City's determination that the Project will have no impacts on aesthetics, as set forth in Section 3.13.1 of the EIR.

C. Agricultural and Forest Resources

The Project's impacts to agricultural and forest resources were analyzed in Section 3.13.2 of the EIR. As discussed therein, the City determined that the Project will have no impacts on agricultural and forest resources:

The project site is zoned C-M and does not contain any active forestland or support trees that could be commercially harvested. These conditions preclude the possibility or the proposed project converting forestland to non-forest use. No impacts would occur.

The Project Site is located in the northern section of the City, which is developed with industrial and commercial uses. Furthermore, Parcel A was previously paved and therefore, no agricultural or forest resources are located thereon. Thus, the Facility will have no impacts on agricultural and forest resources. Accordingly, the development of the Facility will not exceed the parameters of the EIR or be inconsistent with the City's determination that the Project will have no impacts on agricultural and forest resources, as set forth in Section 3.13.2 of the EIR.

D. Air Quality

The Project's impacts to air quality were analyzed in Section 3.1 of the EIR. As discussed therein, the City determined that certain impacts to air quality will be significant and unavoidable. The overall Project would exceed the long-term operational standards due to nitrous oxide (NOx) emissions primarily from truck traffic and in so doing would violate air quality standards. Thus, an unavoidable, significant impact is expected to conflict with the Air Quality Management Plan and contribute to cumulatively significant regional nonattainment conditions. Pages 3.1-15 & 16 in the EIR discuss these impacts and the adopted Mitigation Measures 3.1.3a-c, as amended in the FEIR. Despite these mitigation measures and because national and state requirements to reduce emissions from diesel trucks cannot be quantified, these impacts were considered significant and unavoidable. The City adopted a Statement of Overriding Considerations for air quality impacts in Resolution No. 2103-32-CC and a MMRP to monitor implementation of the mitigation measures below.

Mitigation Measures 3.1.3 a-c, as amended in the FEIR, provide as follows:

MM 3.1.3a *Mobile and Other Area Source Emissions Reduction.* *The developer/successor in-charge shall ensure the following design measures be implemented to reduce impacts associated with operational emissions from other area sources:*

- 1. In order to promote alternative fuels and help support "clean" truck fleets, the developer/successor-in-interest shall provide building occupants with information related to the SCAQMD's Carl Moyer Program or other such programs that promote truck retrofits or clean vehicles and information including, but not limited to, the health effects of diesel particulate matter, the*

benefits of reduced idling time, CARB regulations, and the importance of not parking in residential areas. If trucks older than the 2007 model year will be used at the project facilities, the developer/successor-in-interest shall require, within one year of signing a lease or purchasing the property, future tenants to apply in good faith for funding for diesel truck replacement/retrofit through grant programs such as the Carl Moyer Program or others, as identified by the SCAQMD. Tenants shall be required to use those funds, if awarded.

- 2. All building roof tops on site shall be designed to accommodate solar power and the use of solar energy (i.e., solar panels).*
- 3. All roofing shall be constructed of light colored roofing materials;*
- 4. All lighting fixtures, including signage, be state-of-the art and energy efficient, and light fixtures be energy efficient compact fluorescent and/or LED light bulbs. Where feasible, the use of solar powered lighting be implemented;*
- 5. Parking lots shall be constructed with cool pavement technologies (i.e, 100 percent concrete) as opposed to conventional paving materials;*
- 6. Trees shall be planted to shade parking areas;*
- 7. Use, where feasible, Energy Star heating, cooling and listing devices and appliances; and*
- 8. All outdoor lighting shall be limited to only those needed for safety and security purposes.*

MM 3.1.3b ***Signs.** Signage shall be posted stating the State-mandated prohibition of all on-site trucks idling in excess of 5 minutes under the Heavy-Duty Vehicle Idling Emission Reduction Program. Additionally, to prevent trucks from entering into residential areas, truck routes shall be marked with trailblazer signs.*

Note that the Development Agreement's Condition of Approval 7.13 requires that "diesel trucks servicing the project shall not idle more than 3 minutes."

MM 3.1.3c ***Electrical Hookups/Electrically Powered Equipment.***

- 1. To ensure the technology can be employed when it becomes commercially available, the developer(s)/successor(s)-in-charge shall install electrical infrastructure to accommodate various electrical equipment needed during the operational phase of the proposed project.*

2. *Where transport refrigeration units (TRUs) are in use, electrical hookups shall be installed at all loading docks in order to allow TRUs with electric standby capabilities to use them. Trucks incapable of utilizing the electrical hookups shall be prohibited from accessing the site as set forth. Idling in excess of 5 minutes shall be prohibited, subject to onsite verification. Quarterly inspection reports shall be available on-site at all times.*
3. *Service equipment (i.e., forklifts and yard hostlers) shall be electrically powered, where feasible.*
4. *The developer/successor-in-charge shall ensure the installation of a minimum of one Electric Vehicle charging station per site.*

CEMEX will comply with the applicable mitigation measures listed above. As will be further discussed in the LEED and energy efficiency analysis that will be submitted by CEMEX in advance of the DRB meeting, certain mitigation measures listed above are not applicable to the main building at the Facility. For example, the transport refrigeration unit (TRU) requirements do not apply because there are no loading docks and because no refrigerated goods will be shipped to and from the facility. Similarly, because the main building will not be enclosed, it will not have a solar ready roof. The modular office building, however, will be solar ready. Furthermore, the Facility will include required features such as electric vehicle charging stations and signage that reflects the idling restrictions.

The conveyor system and truck loadout design and operations were assessed by the South Coast Air Quality Management District (SCAQMD) in January 2017. Subsequently, the SCAQMD approved *Permits To Construct/Operate* (PTO) Permit No. G44823 and No. G44824 for the “aggregate rail unloading and conveying system” and for the “aggregate truck loading system,” respectively, to CEMEX on February 1, 2017. (See “Exhibit C”.) The permits list the approved equipment and conditions for the operation of such equipment.

CEMEX will comply with the conditions in the rail car un-loading and truck loading systems’ SCAQMD permits and with other applicable rules and regulations, which require:

- Annual review and renewal of permits by the SCAQMD;
- High pressure water spray system shall be operated and maintained for all conveyor transfer points;
- Material shall be kept sufficiently moist to minimize fugitive dust emissions;
- Street certified sweepers trucks that meet SCAQMD Rule 1186 shall sweep internal roads at the end of each production work shift;

- Aggregate trucks will be automatically loaded from silos with down chutes to reduce dust and assure proper loading weights;
- Aggregate trucks are required to be covered or have 6 inches of freeboard on the sides of the cargo container per CA Vehicle Code 23114(e)(1 & 4)(note that material will also be moistened to reduce dust);
- Signage shall be posted stating the State-mandated limitation on trucks idling to reduce emissions (required under Title 13, California Code of Regulations (CCR), Section 2485 Airborne Toxic Control Measure to Limit Diesel-Fueled Commercial Motor Vehicle Idling.) The on-site operator will direct and supervise vehicles that access the site for loading to comply with this regulation. (Note that the Development Agreement's Condition of Approval 7.13 requires that "diesel trucks servicing the project shall not idle more than 3 minutes"); and
- Conveyors will be covered to be consistent with Development Agreement Condition of Approval 3.4.d, which will also reduce dust and noise.

Evaluation of Emissions for the CEMEX Facility

Associates Environmental (AE) prepared an "Evaluation of Emissions Covering: CEMEX Logistics Facility" (November 2018) for the Bell Business Center Project to evaluate the overall apportionment of air emissions estimated in the EIR, as applied to the CEMEX Facility. (See Exhibit "A".) The purpose of the analysis was to evaluate whether the facility would result in new or substantially more significant impacts to air quality discussed in the EIR. The EIR determined that operational NO_x emissions would violate air quality standards and produce an unavoidable, significant impact as a result of a conflict with the Air Quality Management Plan and the contribution to regional nonattainment conditions. Thus, the assessment focused on the potential increase in NO_x and dust (particulate matter less than 10-microns in diameter (PM₁₀) and particulate matter less than 2.5-microns in diameter (PM_{2.5})) emissions from the Facility as compared to the Project emissions analyzed in the EIR.

Because the EIR considered four separate parcels, the emissions associated the Project were apportioned by parcel based on the projected square footage of the buildings. (See Table 2.)

Table 2 – Percentage Breakdown by Parcel

Site	Building Area (Square Feet)	Emissions Allocation
Parcel A	294,860	35.09%
Parcel F	244,528	29.10%
Parcel G	72,002	8.56%
Parcel H	229,000	27.25%
Total	840,390	100.00%

Source: Evaluation of Emissions from the CEMEX Facility; Table 1, AE, November 2018

For air quality modeling purposes, summer conditions were selected for review for a worst-case analysis, as the overall Project NO_x emissions were lower than winter conditions and the estimated CEMEX Facility NO_x emissions were slightly higher in summer.

Table 3 – Apportioned Operational Summer Emissions Based on EIR

Site	ROG (lbs/day)	NO _x (lbs/day)	CO (lbs/day)	SO ₂ (lbs/day)	PM ₁₀ (lbs/day)	PM _{2.5} (lbs/day)
EIR Totals	39.12	81.18	143.34	0.39	40.21	3.45
Parcel A	13.73	28.48	50.29	0.14	14.11	1.21
Parcel F	11.38	23.62	41.71	0.11	11.70	1.00
Parcel G	3.35	6.96	12.28	0.03	3.45	0.30
Parcel H	10.66	22.12	39.06	0.11	10.96	0.94

Source: Evaluation of Emissions from the CEMEX Facility; Table 4, AE, November 2018

To evaluate the emissions associated with the CEMEX Facility, the latest version of the California Emissions Estimator Model (CalEEMod) (version 2016.3.2) was utilized to estimate the emissions from the vehicle trips. The operational fleet mix was updated to reflect 100% Heavy Heavy-Duty (HHD) trucks consistent with the truck loading operation at the Facility. The estimated emissions associated with the operation of the Facility are based on 672 heavy-heavy duty truck trips per day and 24 employee/vendor trips. As previously discussed, the Facility has a PTO for the truck loading operation issued by the SCAQMD. The PTO allows the Facility to load 252,000 tons of material per month. This is based on a maximum loading rate of 8,400 tons per day times 30 days per calendar month for a total of 252,000 tons per month. Aggregate trucks have a capacity of 25 tons. 8,400 tons per day divided by 25 tons per truck equals 336 trucks per day. 336 trucks per day equates to 672 truck trips per day.

The operational phase will include particulate emissions from the material handling equipment, storage pile, and an on-site loader that will be utilized to support the operations only when the conveying system is down for maintenance. In the CalEEMod model, a travel distance of 2.5 miles from Interstate 710 (I-710) to Parcel A was selected as the Facility distance. The truck trips associated with the Facility already exist and occur in conjunction with the delivery of aggregate from quarries in San Bernardino County, Irwindale, Sun Valley, Palmdale, and other aggregate producing areas. Thus, the Facility will reduce this travel distance and only create an impact between the I-710 to the Project Site. Additionally, the HHD trucks are restricted to no more than 3 minutes of idling at the Facility, and the Project as a whole, pursuant to Condition of Approval 7.13.

Based on a traffic study performed by Urban Crossroads (October 2018), driveway counts for vehicles arriving at Parcels F, G and H were evaluated. For each parcel the actual number of passenger, 2-axle, 3-axle and 4+ axle vehicles arriving was determined. This information was used to assess the actual NO_x emissions for operations on Parcels F, G and H and were compared to the EIR. The results of this comparison indicate that additional NO_x emissions previously allocated to Parcels F, G and H in the EIR are available for allocation to Parcel A (EIR's 52.7 lbs compared to actual amount of 16.74 lbs of NO_x).

Modeling was conducted based on the above parameters by AE for the years 2019 and 2023 and these results are included in Table 4 and Table 5. As further explained below, the year 2023 analysis demonstrates a decrease in NO_x emissions due to implementation of state required diesel exhaust controls.

Table 4 – Operational Summer Emissions from CEMEX Facility and Updated Evaluation Totals

Site	ROG (lbs/day)	NO_x (lbs/day)	CO (lbs/day)	SO₂ (lbs/day)	PM₁₀ (lbs/day)	PM_{2.5} (lbs/day)
EIR Totals	39.12	81.18	143.34	0.39	40.21	3.45
Parcel A - EIR	13.73	28.48	50.29	0.14	14.11	1.21
Updated Evaluation						
CEMEX Facility	2.47	39.62	6.31	0.12	16.93	4.43
Parcel F	7.40	8.21	13.36	0.05	4.40	1.24
Parcel G	2.01	1.24	1.86	0.01	0.63	0.18
Parcel H	6.47	7.29	6.18	0.03	2.10	0.60
Updated Totals	18.35	56.36	27.71	0.21	24.06	6.45
SCAQMD CEQA Threshold	55	55	550	150	150	55
Significant?	No	Yes	No	No	No	No

Source: Evaluation of Emissions from the CEMEX Facility; Table 11, AE, November 2018

The EIR determined that operational NO_x emissions were potentially significant. Although the CEMEX Facility NO_x emissions conservatively evaluated based on the maximum loading rates in the PTO are estimated to be higher than the EIR parcel apportionment, when considered in conjunction with the lower actual NO_x amounts from the other three built-out parcels, as discussed above, the Facility and the three parcels' collective NO_x emissions will be approximately 25 lbs/day less than the EIR total. Nevertheless, the updated total will remain slightly above the threshold of 55 lbs/day and therefore, the NO_x emissions will remain significant, as was determined in the EIR.

However, the analysis also shows that, in year 2023, the NO_x emissions associated with the Facility are estimated to be less than the amount apportioned to Parcel A in the EIR (28.48) as a result of mandatory compliance with the CARB heavy truck regulations that go into effect in January 2023. Specifically, these regulations require that, "By January 1, 2023, nearly all trucks and buses will need to have 2010 model year engines or equivalent".² Thus, older fleets that are presently in operation and therefore, are included in pre-2023 modeling, will be phased out.

² <https://www.arb.ca.gov/msprog/onrdiesel/onrdiesel.htm>

Furthermore, the PM₁₀ and PM_{2.5} emissions associated with the Facility will continue to remain substantially below the significant thresholds.

Table 5 lists NO_x emissions and shows that the Facility emissions are less than the Parcel A updated apportioned amount and by 2023, the Facility will be less than the original 2013 EIR apportionment.

**Table 5 – 2019 & 2023 CEMEX Facility NO_x Summer Emissions
vs. Apportioned and EIR Amounts**

Site	NO _x (lbs/day)
Parcel A – Updated NO _x Apportioned	64.47
CEMEX Facility – Proposed for 2019	39.62
Parcel A – Apportioned from EIR	28.48
CEMEX Facility – Proposed in 2023	19.77

Source: Evaluation of Emissions from the CEMEX Facility; Table 11, AE, November 2018

Other Air Quality Issues

The DEIR, as amended by the FEIR, included discussion and analysis of potential impacts of the overall Bell Business Center Project regarding short-term emissions; exposure of sensitive receptors to CO pollutant emissions; objectionable odors; and exposure of sensitive receptors to toxic air contaminants (health risks) during operations. These issues were determined in the EIR to be less than significant with potential odor issues considered no impact. The AE report evaluated these potential impacts related to the Facility and found these impacts to remain less than significant.

For the reasons set forth above, the Facility is consistent and in substantial conformance with the direct and cumulative impact findings, mitigation measures, design and air quality pollutant control requirements set forth in the Development Agreement and the EIR, including Conditions of Approval 4.2: Energy Efficient and Sustainable Building Design; 6.1: Trip Reduction; and 7.1-7.14: GHG/AQ–Design. Thus, the Facility will not cause air quality impacts that exceed those analyzed in the EIR. Accordingly, the development of the Facility will not exceed the parameters of the EIR or be inconsistent with the City's determination regarding the Project's impacts on air quality, as set forth in Section 3.1 of the EIR.

E. Biological Resources

The Project's impacts to biological resources were analyzed in Section 3.2 of the EIR. As discussed therein, the City determined that impacts to biological resources will be less than significant, with the exception of certain special status wildlife; however, the City determined that the impacts will be reduced to a level of less than significant with the implementation of Mitigation Measures 3.2.2a-c.

Mitigation Measures 3.2.2a-c provide as follows:

MM 3.2.2A Burrowing Owl. *If clearing and construction activities occur during the nesting period for burrowing owl (February 1 – August 31), a qualified biologist shall conduct focused surveys for the burrowing owls on and adjacent to the project site. Surveys shall be conducted in accordance with the California Department of Fish and Game's (CDFG) Staff Report on Burrowing Owl Mitigation, published March 7, 2012. Surveys shall be repeated if project activities are suspended or delayed for more than 15 days during the nesting season.*

If no burrowing owls are detected, no further mitigation is required. If active burrowing owls nest sites are detected, the project applicant shall implement the avoidance, minimalization, and mitigation methodologies outlined in the CDFG's Staff Report on Burrowing Owl Mitigation prior to initiating project-related activities that may impact burrowing owls.

Timing/Implementation: Prior to construction activities.

Enforcement/Monitoring: City of Bell Planning Division

MM 3.2.2B Migratory Birds and Raptors. *If vegetation removal or ground surface disturbance (any form of grading) is to occur during the migratory bird and raptor nesting season (January 15 – August 15), the project applicant shall retain a qualified biologist to conduct a focused survey for the active nests within 14 days prior to the disturbance of the construction area. Nesting surveys for small birds are only fully effective between dawn and 11 a.m., as many species become inactive during the middle of the day. If active nests are found, trees/shrubs with nesting birds shall not be disturbed until abandoned by the birds or a qualified biologist deems disturbance potential to be minimal (in consultation with the USFWS and/or CDFW, where appropriate). If applicable, tree removal and grading shall be restricted to a period following fledging of chicks, which typically occurs between late July and early August. If an active nest is located within 50 feet (250 feet for raptors) of construction activities, other restrictions may include establishment of exclusion zones (no ingress of personnel or equipment at a minimum radius of 50 feet or 250 feet, as appropriate around the nest as confirmed by the appropriate resource agency) or alteration of the construction schedule. If construction activities or tree removal are proposed to occur during the non-breeding season, a survey is not required, no further studies are necessary, and no mitigation is required.*

Timing/Implementation: Reference to this requirement and to the MBTA shall be included in the construction specifications. Pre-construction nest surveys will be conducted prior to the initiation of construction activities as applicable.

Enforcement/Monitoring: City of Bell Planning Division

MM 3.2.2c ***Surveys of Potential Bat Roosts.** Demolition of abandoned structures will be preceded by a survey for bat presence. Structures being used by bats will not be removed until it has been determined that bats are no longer using the site or until demolition can be carried out without harming any bats.*

Timing/Implementation: Pre-construction bat surveys will be conducted prior to the initiation of construction activities, as applicable.

Enforcement/Monitoring: City of Bell Planning Division

As explained in the EIR, Parcel A did not include potential habitat for the burrowing owl. (EIR, p. 3.2-12.) Rather, the habitat only existed on parts of Parcels F, G, and H. Thus, Mitigation Measure 3.2.2a does not apply to development of the Facility on Parcel A.

As previously discussed, Parcel A was previously paved and therefore, did not include vegetation that could serve as potential habitat for migratory birds or raptors. Thus, Mitigation Measure 3.2.2b does not apply to development of the Facility.

As shown in Figure 3, which is dated April 16, 2013 and was therefore taken before the certification of the EIR in August 2013, Parcel A was previously used as a truck trailer parking lot and did not include any permanent structures. Rather, the only structure that was previously located on Parcel A at the time when the EIR was prepared was a prefabricated modular office, the removal of which did not require any demolition. Accordingly, Mitigation Measure 3.2.2c does not apply to the development of the Facility.

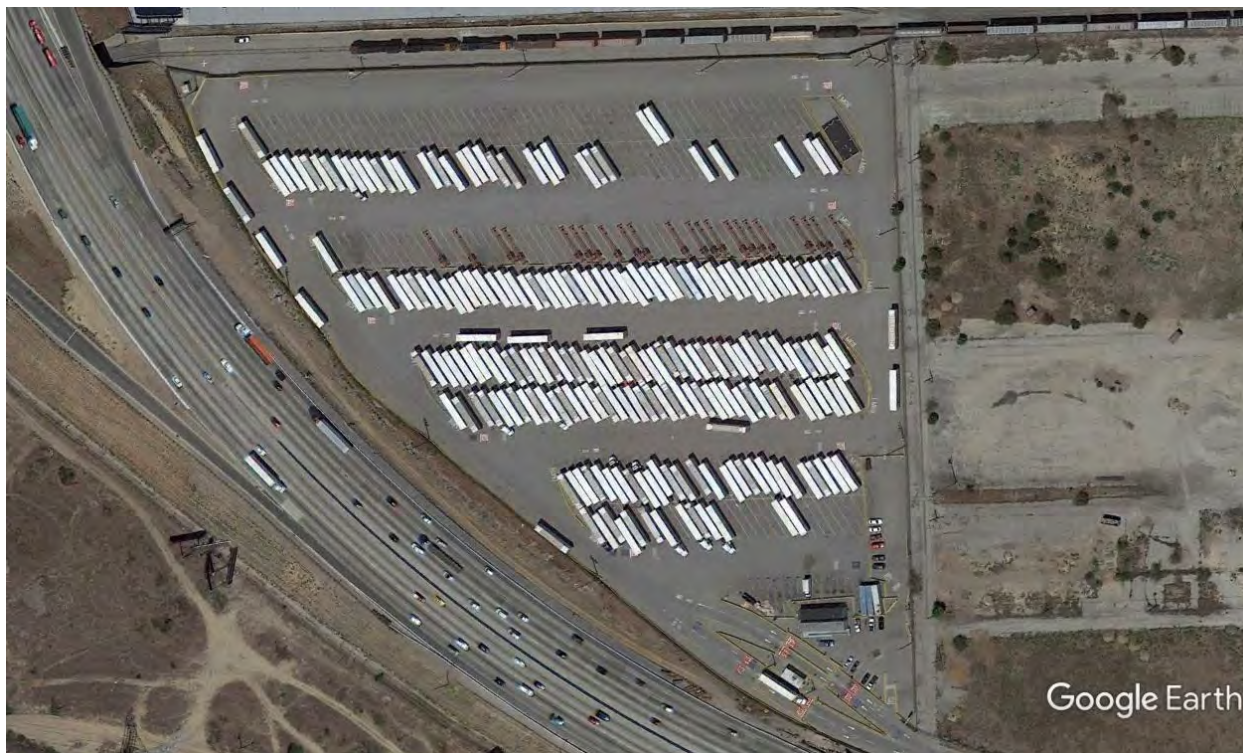


Figure 3: Existing Land Use on Parcel A – Year 2013

Source: Google Earth (April 16, 2013)

For the reasons set forth above, the development of the Facility will not impact the potential habitats of the burrowing owl, bats, or migratory birds or raptors. Thus, the Facility will have no impacts on biological resources. Furthermore, Mitigation Measures 3.2.2a-c do not apply to development of the Facility on Parcel A. Accordingly, the development of the Facility will not exceed the parameters of the EIR, or be inconsistent with the City's determination that certain impacts on biological resources will be reduced to a level of less than significant with the implementation of Mitigation Measures 3.2.2a-c, as set forth in Section 3.2 of the EIR.

F. Cultural Resources

The Project's impacts to cultural resources were analyzed in Section 3.3 of the EIR. As discussed therein, the City determined that the Project will have no impacts on cultural resources:

The cultural resources assessment completed for the project site determined that no historic resources exist on the project site. There are no resources on the project site that have the potential to yield additional information of historic value, are associated with persons or events important to history, or are considered eligible for listing on the California Register of Historical Resources and/or can be considered eligible for National Register of Historic Places (NRHP) inclusion. Therefore, based on the above information and assessment that no sites within the project site are eligible for listing the above information and assessment that no sites within the project site are eligible for listing on the California Register of

Historic Resources (CRHR), the project does not have the potential to cause a substantial adverse change to any resource that currently qualifies as a historical resource or that has been recommended as eligible for listing on the CRHR. Therefore, no impact would occur.

* * *

The cultural resource assessment completed for the project site indicates that no previously recorded archaeological resources are located within the project area boundaries. A pedestrian survey further confirmed absence of cultural resources. Thus, no impact would occur.

* * *

As detailed in the above discussions, there is no evidence of cultural resources on the project site, including buried remains. As such, no impact would occur.

Notwithstanding the foregoing, Condition of Approval 14.8 imposes requirements in the event human remains are found during construction.

For the reasons set forth above, the assessment concluded that no cultural or historic resources exist at the Project Site. Thus, the Facility will have no impacts on cultural resources. Accordingly, the development of the Facility will not exceed the parameters of the EIR, or be inconsistent with the City's determination that the Project will have no impacts on cultural resources, as set forth in Section 3.3 of the EIR.

G. Climate Change and Greenhouse Gases

The Project's impacts to climate change and greenhouse gases (GHG) were analyzed in Section 3.4 of the EIR. As discussed therein, the City determined that certain impacts to climate change and greenhouse gases will be cumulatively considerable and significant and unavoidable (EIR p. 3.4-20). The City also adopted Mitigation Measures 3.4.1a-b as follows:

MM 3.4.1a *Applicants of development projects located within the Bell Business Center shall implement the following measures to reduce long-term emissions of greenhouse gases associated with the proposed project:*

- 1. Indoor water conservation measures shall be incorporated, such as use of low-flow toilets and faucets (bathrooms).*
- 2. The proposed project shall be designed to exceed state energy efficiency standards by 15 percent (to Tier 1 Title 24 Standards) as directed by Appendix A5 of the 2010 California Green Building Standards (CBSC 2011). This measure helps to reduce emissions associated with energy consumption.*
- 3. The project will be required to install Energy Star appliances in all buildings. The types of Energy Star appliances that will be installed include fans and refrigerators.*

4. *All loading docks shall be designed to accommodate Smart Way 1 trucks.*

5. *The project shall be required, prior to building permit issuance, to install rooftop solar panels or solar-panel ready rooftops to allow for easy, cost-effective installation of solar energy systems in the future, using such solar ready features as:*

- *Designing the building to include optimal roof orientation (between 20 to 55 degrees from the horizontal), with sufficient south sloped roof surface.*
- *Providing clear access without obstructions (chimneys, heating and plumbing vents, etc.) on the south-sloped roof.*
- *Designing the roof framing to support the addition of solar panels.*
- *Installing electrical conduit to accept solar electric system wiring.*

Timing/Implementation: Prior to the issuance of occupancy permits.

Enforcement/Monitoring: City of Bell Planning Division

MM 3.4. 1b *The project is required to reduce waste by 3 percent through a waste diversion program that requires recycling from all uses on the project site. Prior to issuance of occupancy permits, the applicant will complete the following measures:*

1. *All businesses will subscribe to waste collection and recycling services provided by the City's franchised waste collection company.*
2. *All businesses will participate in the recycling program offered through the City's franchised waste collection company. Businesses will recycle all items available through the company's program, or an equivalent method, which ensures that the waste is diverted away from landfill disposal.*
3. *Adequate space for waste and recycling containers will be constructed at the complex to ensure ease of collection by the City's franchised waste collection company. The units housing the containers shall be constructed to allow sufficient space for the quantity of containers needed to ensure that the waste and recyclables*
4. *can be collected in an efficient manner. The franchised waste collection company will be consulted to ensure that sufficient space is available for recycling and trash containers.*

Timing/Implementation: Prior to the issuance of occupancy permits.

Enforcement/Monitoring: City of Bell Planning Division

CEMEX will comply with the applicable mitigation measures listed above. As will be further discussed in the LEED and energy efficiency analysis that will be submitted by CEMEX in advance of the DRB meeting, certain mitigation measures listed above are not applicable to the main building at the Facility. For example, the transport refrigeration unit (TRU) requirements do not apply because there are no loading docks and because no refrigerated goods will be shipped to and from the facility. Similarly, because the main building will not be enclosed, it will not have a solar ready roof. The modular office building, however, will be solar ready. Furthermore, the Facility will include required features such as electric vehicle charging stations and signage that reflects the idling restrictions.

Evaluation of Greenhouse Gas Emissions for the CEMEX Facility

Associates Environmental prepared an "Evaluation of Emissions Covering: CEMEX Logistics Facility"(November 2018) for the Bell Business Center Project to evaluate the overall apportionment of GHG emissions estimated in the EIR, as applied to the CEMEX Facility. (See "Exhibit A".) The purpose of the report was to determine if the CEMEX facility would result in new or substantially more significant impacts to GHG and climate change as determined in the EIR.

Table 6 shows the total operational GHG emissions from the EIR along with the apportioned emissions associated with each Parcel based on the breakdown percentages provided in Table 2. The table also provides the operational GHG emissions associated with the CEMEX Facility based on the maximum loading rate in the PTO and the updated actual mobile emissions from Parcels F, G and H.

Table 6 – Operational Related Annual GHG Emissions from the CEMEX Facility and Updated Project Totals

SITE	CO₂ (Mtons/year)	CH₄ (Mtons/year)	N₂O (Mtons/year)	CO₂e (Mtons/year)
EIR Total	8,532.00	104	0.03	10,728.00
Parcel A – EIR	2,993.55	36.49	0.01	3,763.09
Updated Evaluation				
CEMEX Facility	1,856.82	1.16	0.01	1,902.84
Parcel F	872.24	0.03	0.00	872.93
Parcel G	127.15	0.0046	0.00	127.26
Parcel H	535.96	0.03	0.00	536.60
Construction Amortized	52.65	0.00	0.00	52.74
Updated Totals	3,444.82	0.06	0.01	3,492.37
SCAQMD Threshold (from EIR)	---	---	---	10,000
Significant?	---	---	---	No

Mtons – metric tons; MTCO₂e - metric tons of carbon dioxide equivalent

Source: *Evaluation of Emissions from the CEMEX Facility*; Table 18, AE, November 2018

The EIR determined that annual operational GHG emissions of 10,728 metric tons of carbon dioxide equivalent (MTCO₂e) exceeded the SCAQMD significance threshold of 10,000 MTCO₂e and was a cumulatively significant and significant and unavoidable impact. The GHG emissions for the CEMEX Facility decreased by approximately 1,860 MTCO₂e per the AE evaluation. The CEMEX Facility emissions along with the updated emissions from Parcels F, G and H (approximately 3,492 MTCO₂e) will be lower than the EIR total GHG emissions, reducing the potential impact to below the significance threshold. Thus, the potentially cumulatively considerable and significant and unavoidable GHG impacts determined in the EIR will not be increased.

For the reasons set forth above, the Facility is consistent and in substantial conformance with the cumulative impact findings, mitigation measures, design and GHG reduction control requirements set forth in the Development Agreement and the EIR, including Conditions of Approval 4.2: Energy Efficient and Sustainable Building Design; 6.1: Trip Reduction; and 7.1-7.14: GHG/AQ-Design. Thus, the Facility will not cause climate change and greenhouse gas impacts that exceed those analyzed in the EIR. Accordingly, the development of the Facility will not exceed the parameters of the EIR or be inconsistent with the City's determination regarding the Project's impacts on climate change and greenhouse gases, as set forth in Section 3.4 of the EIR.

H. Geology and Soils

The Project's impacts to geology and soils were analyzed in Section 3.5 of the EIR. As discussed therein, the City determined that impacts on geology and soils will be less than significant, with the exception of seismic shaking, seismic-related failure, and unstable soils; however, the City determined that both impacts will be reduced to a level of less than significant with the implementation of Mitigation Measure 3.5.2.

Mitigation Measure 3.5.2 provides as follows:

MM 3.5.2 *Prior to the issuance of building permits for each building on the project site, the project applicant shall submit a design-level geotechnical study and building plans to the City of Bell for review and approval. The design-level geotechnical study shall be prepared by a qualified engineer and identify grading a building practices necessary to ensure stable building conditions. The project applicant shall incorporate the recommendations of the approved project-level geotechnical study into project plans. The project's building plans shall demonstrate that they incorporate all applicable recommendations of the design-level geotechnical study and comply with all applicable requirements of the latest adopted version of the California Building Standards Code. A licensed professional engineer shall prepare the plans, including those that pertain to soil engineering, structural foundations, pipeline excavation, and installation. All on-site soil engineering activities shall be conducted under the supervision of a licensed geotechnical engineer or certified engineering geologist.*

Timing/Implementation: Prior to grading

Enforcement/Monitoring: City of Bell Planning Division

CEMEX has submitted the necessary grading plans to the City for review in accordance with Mitigation Measure 3.5.2, above, and Conditions of Approval 14.1: Grading Plan Requirements; 14.2: Preliminary Soils Report; 14.3: Final Grading Plans; 14.6: Grading Plan Approval; and 14.7: Grading Plan Check Required. Furthermore, the City has reviewed and approved of the proposed grading activities. Accordingly, the development of the Facility will not exceed the parameters of the EIR, or be inconsistent with the City's determination that certain impacts on geology and soils will be reduced to a level of less than significant with the implementation of Mitigation Measure 3.5.2, as set forth in Section 3.5 of the EIR.

I. Hazards and Hazardous Materials

The Project's impacts to hazards and hazardous materials were analyzed in Section 3.6 of the EIR. As discussed therein, the City determined that the Project's impacts on hazards and hazardous materials will be less than significant.

CEMEX's operations at the Facility will not include the handling of hazardous materials. Furthermore, there are no developmental or operational characteristics of the Facility that would render the conclusion of the EIR inapplicable to the Facility. Thus, the Facility will not cause any impacts to hazards and hazardous materials. Accordingly, the development of the Facility will not exceed the parameters of the EIR or be inconsistent with the City's determination that the Project's impacts on hazards and hazardous materials will be less than significant, as set forth in Section 3.6 of the EIR.

J. Hydrology and Water Quality

The Project's impacts to hydrology and water quality were analyzed in Section 3.7 of the EIR. As discussed therein, the City determined that impacts to hydrology and water quality will be less than significant, with the exception of water quality (from urban runoff) and erosion or siltation; however, the City determined that both impacts will be reduced to a level of less than significant with the implementation of Mitigation Measures 3.7.1a-d, as amended in the FEIR.

Mitigation Measures 3.7.1a-d provide as follows:

MM 3.7.1a *Prior to grading permit issuance and as part of the project's compliance with the NPDES requirements, a Notice of Intent (NOI) shall be prepared and submitted to the State Water Resources Quality Control Board (SWRCB), providing notification and intent to comply with the State of California General Permit.*

Timing/Implementation: Prior to grading

Enforcement/Monitoring: City of Bell Planning Division

MM 3.7.1b *The proposed project shall conform to the requirements of an approved stormwater pollution prevention plan (SWPPP) (to be applied for during the grading plan process) and the 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.*

Timing/Implementation: Prior to grading

Enforcement/Monitoring: City of Bell Planning Division

MM 3.7.1c *As part of the plan review process, the City of Bell shall ensure that project plans identify a suite of stormwater quality BMPs that are designed to address the most likely sources of stormwater pollutants resulting from operation of the proposed project, consistent with the Low Impact Development (LID) program. Pollutant sources to be addressed by these BMPs include, but are not limited to, parking lots, landscaped areas, trash storage locations, and storm drain inlets. The design and location of these BMPs will be subject to review and comment by the City but shall generally adhere to the standards associated with the Phase II NPDES stormwater permit program. Prior to the issuance of a certificate of occupancy, the developer shall demonstrate that all structural BMPs described in the project's LID have been constructed and installed. In addition, the developer/successor in charge is prepared to implement all non-structural BMP's described in the LID.*

Timing/Implementation: Prior to the issuance of a certificate of occupancy.

Enforcement/Monitoring: City of Bell Planning Division

MM 3.7.1d *Upon completion of project construction, the project applicant shall submit a Notice of Termination (NOT) to the State Water Resources Quality Control Board to indicate that construction is complete.*

Timing/Implementation: Completion of project construction

Enforcement/Monitoring: State Water Resources Quality Control Board

In order to further reduce impacts to hydrology and water quality, CEMEX has incorporated into the Facility a French Drain water system that is engineered to retain 100% of on-site runoff. The

implementation of this water retention system is anticipated to diminish the risk of any impacts to water quality and erosion or siltation.

CEMEX will be required to submit the notices and implement any BMPs (best management practices) requested by the City in accordance with the Mitigation Measures set forth above and with Conditions of Approval 18.1-18.14: Drainage and Flood Control. The City will confirm compliance with these Mitigation Measures and Conditions of Approval prior to the issuance of the final certificate of occupancy. Furthermore, there are no developmental or operational characteristics of the Facility that would render the conclusion of the EIR inapplicable to the Facility. In fact, CEMEX's implementation of the water retention system is engineered to reduce any impacts to water quality and erosion or siltation. Accordingly, the development of the Facility will not exceed the parameters of the EIR, or be inconsistent with the City's determination that certain impacts on hydrology and water quality will be reduced to a level of less than significant with the implementation of Mitigation Measures 3.7.1a-d, as set forth in Section 3.7 of the EIR.

K. Mineral Resources

The Project's impacts to mineral resources were analyzed in Section 3.13.3 of the EIR. As discussed therein, the City determined that the Project will have no impacts on mineral resources:

According to the City of Bell General Plan, a portion of the Bandini oil field underlies the project site. Records on oil production from the Bandini oil field show that there are 14 wells with an annual production of 45,600 barrels or 0.12 percent of the oil production in southern California region in 1995. The remaining reserves in the Bandini oil field area are estimated at 100 million barrels as of December 1994. The wells tapping the oil field are not located within Bell but are in adjacent cities. There are no active oil wells within the City. Therefore, no impacts would occur to mineral resources.

As previously discussed, Parcel A was previously paved and used as a truck parking lot. Furthermore, as explained in the above excerpt, there are no wells located on the Parcel A that could provide access to minerals (*i.e.*, oil). Thus, the Facility will have no impacts on mineral resources. Accordingly, the development of the Facility will not exceed the parameters of the EIR, or be inconsistent with the City's determination that the Project will have no impacts on mineral resources, as set forth in Section 3.13.3 of the EIR.

L. Noise

The Project's impacts to noise were analyzed in Section 3.9 of the EIR. As discussed therein, the City determined that noise impacts will be less than significant, with the exception of short-term construction-related noise; however, the City concluded that short-term construction-related noise will be reduced to a level of less than significant with the implementation of Mitigation Measure 3.9.4 and Condition of Approval 11.3: Construction.

Mitigation Measure 3.9.4 provides as follows:

MM 3.9.4 *The Project contractor shall implement the following mitigation to reduce construction-related noise impacts associated with the project:*

- 1) Equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards.*
- 2) Place all stationary construction equipment on the west side of the project so that emitted noise is directed away from sensitive receptors.*
- 3) Locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receptors to the south of the site during all project construction.*
- 4) Limit all construction, maintenance, or demolition activities within the City of Bell's boundary to the hours between 7:00 a.m. and 6:00 p.m.*

Timing/Implementation: During project construction

Enforcement/Monitoring: City of Bell Planning Division

Although the City concluded in the EIR that operation-related noise will be less than significant with the implementation of Mitigation Measure 3.9.4, it nevertheless imposed Condition of Approval 11.5 to reduce operational noise, which provides as follows:

- a) All trucks, tractors, and forklifts shall be operated with proper operating and well-maintained mufflers.
- b) Maintain quality pavement conditions that are free from bumps to minimize truck noise.
- c) Truck access gates and loading docks within the truck courts on the project sites shall be posted with signs which state:
 - Truck drivers shall turn off engines when not in use.
 - Diesel trucks servicing the project shall limit idling times, which shall be designated on plans, specifications, and contract documents, and shall also be posted on an on-site sign.

- Telephone numbers of the building facilities manager and the CARB to report violations.

CEMEX will be required to comply with Mitigation Measure 3.9.4 and Condition of Approval 11.5: Noise Control. Furthermore, there are no developmental or operational characteristics of the Facility that would render the conclusion of the EIR inapplicable to the Facility. In fact, the proximity of Parcel A to Interstate 710 will largely suppress any noise associated with on-site activities. Thus, the Facility will not cause significant noise impacts. Accordingly, the development of the Facility will not exceed the parameters of the EIR, or be inconsistent with the City's determination that certain impacts on noise will be reduced to a level of less than significant with the implementation of Mitigation Measures 3.9.4, as set forth in Section 3.9 of the EIR.

M. Population, Housing and Employment

The Project's impacts to population, housing, and employment were analyzed in Section 3.10 of the EIR. As discussed therein, the City determined that the Project's impacts on population, housing, and employment will be less than significant.

The total of 453 to 542 employees is less than the project 4,200 new employee growth estimated by SCAG for the combined communities. Therefore, employment growth associated with the proposed project would not directly induce substantial employment growth in the area. The unemployment rates for Bell and Commerce are much higher than the national unemployment rates, which provide available employees for the project. As a result, the proposed project is not anticipated to result in population growth in the city or surrounding area.

The project proposed infill development in a fully urbanized area served by existing roads and infrastructure. Project implementation would not require extension of public infrastructure (i.e., any transportation facility or public utility) or provision of new public services. With the exception of the extension of Rickenbacker Road, the roads providing direct access to the project site are improved. Public utilities would be extended to the site from existing facilities located adjacent to the site without the need for expansion of capacity. Additionally, public utilities are provided throughout the City and the establishment of new sources of service would not be required. Therefore, project implementation would not induce indirect population growth in the city through extension of roads or other infrastructure, or provision of new services. Impacts would be less than significant.

For the reasons set forth above, the Project is not anticipated to induce the growth of the City's population, either directly or indirectly, and therefore, is not anticipated to cause an increase of the demand for housing or employees. In addition, the Project does not include a residential component that could contribute to new population growth. Furthermore, there are no developmental or operational characteristics of the Facility that would render the conclusion of the EIR inapplicable to the Facility. Thus, the Facility will have no significant impacts on population, housing, and employment. Accordingly, the development of the Facility will not exceed the

parameters of the EIR, or be inconsistent with the City's determination that the Project's impacts on population, housing, and employment will be less than significant, as set forth in Section 3.10 of the EIR.

N. Public Services and Utilities

The Project's impacts to public services and utilities were analyzed in Section 3.11 of the EIR. Specifically, the City's analysis of public services and utilities set forth in Section 3.11 included analyses of the following subcategories of resources: fire protection and emergency medical services; police protection; wastewater/sanitary sewer; potable water; stormwater drainage; and solid waste. As discussed therein, the City determined that the Project's impacts on these subcategories will be less than significant.

Although the City concluded that no mitigation measures were required to reduce the Project's impacts to these subcategories to a level of less than significant, the City nevertheless required the Project to comply with certain building standards. For example, the City required the Project to meet specific fire flow standards and implement stormwater pollution control measures. (EIR, pp. 3.11-4 and 3.11-26, respectively.)

CEMEX will comply with the applicable building standards and Conditions of Approval 18.1-18.14: Drainage and Flood Control; and 20.1-20.3: Utilities. The City will confirm compliance during future building inspections, including the inspection prior to the issuance of the final certificate of occupancy. Furthermore, there are no developmental or operational characteristics of the Facility that would render the conclusion of the EIR inapplicable to the Facility. Thus, the Facility will have no significant impacts on public services and utilities. Accordingly, the development of the Facility will not exceed the parameters of the EIR, or be inconsistent with the City's determination that the Project's impacts on public services and utilities will be less than significant, as set forth in Section 3.11 of the EIR.

O. Other Utilities

The Project's impacts to other utilities were analyzed in Section 3.13.5 of the EIR. As discussed therein, the City determined that the Project will have no impacts on other utilities:

Other utilities, including natural gas, electrical, telephone, and cable services, would be extended to the Project Site by the applicable utility company. Natural gas service for the project site is provided by Southern California Gas Company, which has a local office at 701 North Bullis Road in Compton. Electrical services for the project site are provided by Southern California Edison Company, with an office located at 1924 Cashdan Street in Compton. A telephone infrastructure would be through AT&T California, which has a local office at 100 North Stoneman Avenue in Alhambra. The cable provider for the project site is Time Warner Cable, with an office located at 14338 Lakewood Boulevard in Bellflower.

All new utilities will be installed underground in the joint utility trenches located within the right-of-way of Rickenbacker Road as part of the final improvement plans to southern California Gas Company, Southern California Edison Company, AT&T, and Time Warner Cable. Therefore, impact to other utilities will be less than significant.

In preparation for the installation of underground electrical and utility infrastructure at the Project Site, CEMEX submitted a request for service plan to the City and Southern California Edison. The plan was subsequently approved and therefore, the installation of related infrastructure will proceed in accordance with that plan. Thus, the Facility will have no significant impacts on other utilities. Accordingly, the development of the Facility will not exceed the parameters of the EIR, or be inconsistent with the City's determination that the Project will have no impacts on other utilities, as set forth in Section 3.13.5 of the EIR.

P. Recreation

The Project's impacts to recreation were analyzed in Section 3.13.6 of the EIR. As discussed therein, the City determined that the Project will have no impacts on recreation:

The proposed project does not include a residential component that would directly induce new population growth. Therefore, no significant impacts on recreation would be expected from construction associated with the proposed project. Additionally, because the City of Bell is built out, opportunities for relocation into the city would be limited to existing residential uses. Therefore, the proposed project would not result in the need for new or expanded recreational facilities.

As explained in the above excerpt, the Project does not include a residential component that could contribute to new population growth and therefore, an increased need for additional recreational facilities. The Facility will merely implement the Project's plans to develop Parcel A with an industrial or commercial use and therefore, will not have a residential component. Furthermore, there are no developmental or operational characteristics of the Facility that would render the conclusion of the EIR inapplicable to the Facility. Thus, the Facility will have no impacts on recreation. Accordingly, the development of the Facility will not exceed the parameters of the EIR, or be inconsistent with the City's determination that the Project will have no impacts on recreation, as set forth in Section 3.13.6 of the EIR.

Q. Schools

The Project's impacts to schools were analyzed in Section 3.13.4 of the EIR. As discussed therein, the City determined that the Project will have no impacts on schools:

The project site is located within the Los Angeles Unified School District (Local District 5) and Montebello Unified School District (parcel F only). Increased demand for school facilities is typically associated with proposed residential development. The proposed project would allow for future industrial/office development that would increase the workforce demand within Bell by

approximately 453 to 542 employees, which is within the Southern California Association of Governments' employee growth projections for the area. Because the unemployment rate for both Bell and Commerce is above the state and national averages, there is a pool of existing potential employees who could work on the project site.

The US Census reports that the majority of employees in Bell commute less than 30 minutes to work, which also suggests local employment. Therefore, the workforce for the future industrial/office uses would likely be made up of individuals commuting to the project site rather than relocation of a household to the area. Additionally, because Bell and surrounding cities are built out, opportunities for relocation into the city would be limited to existing residential uses. Furthermore, the proposed Bell Business Center does not include a residential component that would directly include new population growth. Therefore, the proposed project would not result in an increased population of school-age children in the area. Therefore, the proposed project would not result in an increased demand on school facilities.

Although the proposed project would not result in the generation of school-age children, the project applicant would be subject to payment of school impact fees to the local school districts prior to issuance of building permits. Payment of these fees "is deemed to be full and complete mitigation of the impacts of any legislative or adjudicative act, or both, involving, but not limited to, the planning, use, or development of real property, or any change in governmental organization or reorganization" pursuant to Section 65996(3)(h) of the California Government Code. Therefore, the proposed project would result in no impact to schools.

As explained in the above excerpt, the Project does not include a residential component that could contribute to new population growth and therefore, an increased need for additional schools. The Facility will merely implement the Project's plans to develop Parcel A with an industrial or commercial use and therefore, will not have a residential component. Furthermore, there are no developmental or operational characteristics of the Facility that would render the conclusion of the EIR inapplicable to the Facility. Thus, the Facility will have no impacts on schools. Accordingly, the development of the Facility will not exceed the parameters of the EIR, or be inconsistent with the City's determination that the Project will have no impacts on schools, as set forth in Section 3.13.4 of the EIR.

R. Transportation and Circulation

The Project's impacts to transportation and circulation were analyzed in Section 3.12 of the EIR. As discussed therein, the City determined that certain direct and cumulative impacts to transportation and circulation will be significant and unavoidable. The City also adopted Mitigation Measures 3.12.1a-d to improve vehicle capacity due to the overall Project impacts (*i.e.*, not specifically for Parcel A) at four of the studied intersections: Atlantic Blvd./Bandini Blvd.; Eastern Ave./Bandini Blvd.; Eastern Ave./Rickenbacker Road; and Atlantic Blvd./I-710 Northbound Off-Ramp. In addition, the EIR adopted Mitigation Measures 3.12.6a-c to reduce

cumulative impacts at the following intersections: I-710 Off-Ramp/Atlantic Blvd.: developer shall participate in regional solution in consultation with Caltrans and the L.A. County Metropolitan Transportation Authority; and Eastern Ave/Bandini Blvd. and Eastern Ave./Rickenbacker Road: developer shall make fair-share contributions for improvements as coordinated with the City of Commerce.

Urban Crossroads, Inc. prepared a "Trip Generation Evaluation for the Bell Business Center Project" (November 2018) ("Exhibit B") to evaluate the overall Project trip generation data, as applied to the CEMEX Facility that will be developed on Parcel A of the Project.

The traffic study for the Project was prepared on May 17, 2012 (Bell Business Center Project Traffic Impact Analysis, RBF Consulting). As shown in Table 7, below, the 2012 traffic study concluded that Parcel A would generate 114 passenger car equivalents (PCE) AM peak hour and 120 PCE PM peak hour trips based on Institute of Transportation Engineers (ITE) trip generation rates.

Table 7 - EIR Estimated Trips for Parcel A

Number of Vehicles				
Land Use			Total (In & Out)	
			AM Peak Hour	PM Peak Hour
Passenger Cars:			71	76
Truck Trips				
2-Axle:			5	5
3-Axle:			4	5
4-Axle+:			9	9
Net Truck Trips (Number)			18	19
TOTAL NET TRIPS (Number)			89	95
Passenger Car Equivalent (PCE) Vehicles				
Land Use	PCE FACTOR		Total (In & Out)	
			AM Peak Hour	PM Peak Hour
Passenger Cars:	1.0		71	76
Truck Trips				
2-Axle:	1.5		8	7
3-Axle:	2.0		9	9
4-Axle+:	3.0		26	28
Net Truck Trips (PCE)			43	44
TOTAL NET TRIPS (PCE)¹			114	120

¹ TOTAL TRIPS (PCE) = Passenger Cars + Net Truck Trips (PCE)
Source: *Trip Generation Evaluation for the Bell Business Center Project*; Urban Crossroads, Inc., November 2018

Table 8 presents the trip generation summary for the CEMEX Facility based on data provided by CEMEX, which is projected to generate 114 PCE AM peak hour and 36 PCE PM peak hour trips.

Table 8 - Proposed CEMEX Facility Trip Generation Summary

Proposed Number of Vehicles		
Project Land Use	Total	
	AM Peak Hour	PM Peak Hour
CEMEX Facility		
4-Axle+ Trucks:	38	12
<i>TOTAL NET TRIPS (Number)</i>	38	12
Passenger Car Equivalent (PCE) Vehicles		
Project Land Use	Total	
	AM Peak Hour	PM Peak Hour
CEMEX Facility		
4-Axle+ Trucks (PCE = 3.0):	114	36
<i>TOTAL NET TRIPS (PCE)</i>	114	36

Source: *Trip Generation Evaluation for the Bell Business Center Project*; Urban Crossroads, Inc., November 2018

As shown in Table 9, the CEMEX Facility would result in no increase or change of PCE AM peak hour trips and a net reduction of 84 PCE PM peak hour trips than the currently approved trips for Parcel A in the EIR.

It should be noted that an increase of less than 50 peak hour trips is generally considered the threshold at which additional analysis could be necessary since trips at or below this threshold are generally considered negligible. (See Exhibit "B", fn. 1.) As shown on Table 8, the CEMEX

Facility would not result in an increase of trips and therefore, the traffic impacts are anticipated to be the same as or less than those previously identified.

Table 9 - Trip Generation Comparison

Passenger Car Equivalent (PCE) Vehicles		
Comparative Land Use	Total	
	AM Peak Hour	PM Peak Hour
EIR Estimates for Parcel A	114	120
CEMEX Facility	114	36
<i>Variance (Proposed – EIR Estimate)</i>	0	-84

Source: *Trip Generation Evaluation for the Bell Business Center Project*; Urban Crossroads, Inc., November 2018

For the reasons set forth above, the Facility is consistent and in substantial conformance with the direct and cumulative impact findings and mitigation measures, design and traffic requirements set forth in the Development Agreement and the EIR, including Conditions of Approval 15.1-15.6: Traffic; and 16.1-16.7: Street Improvements. Thus, the Facility will not cause transportation and circulation impacts that exceed those analyzed in the EIR. Accordingly, the development of the Facility will not exceed the parameters of the EIR, or be inconsistent with the City's determination regarding the Project's impacts on transportation and circulation, as set forth in Section 3.12 of the EIR.

VI. CONCLUSION

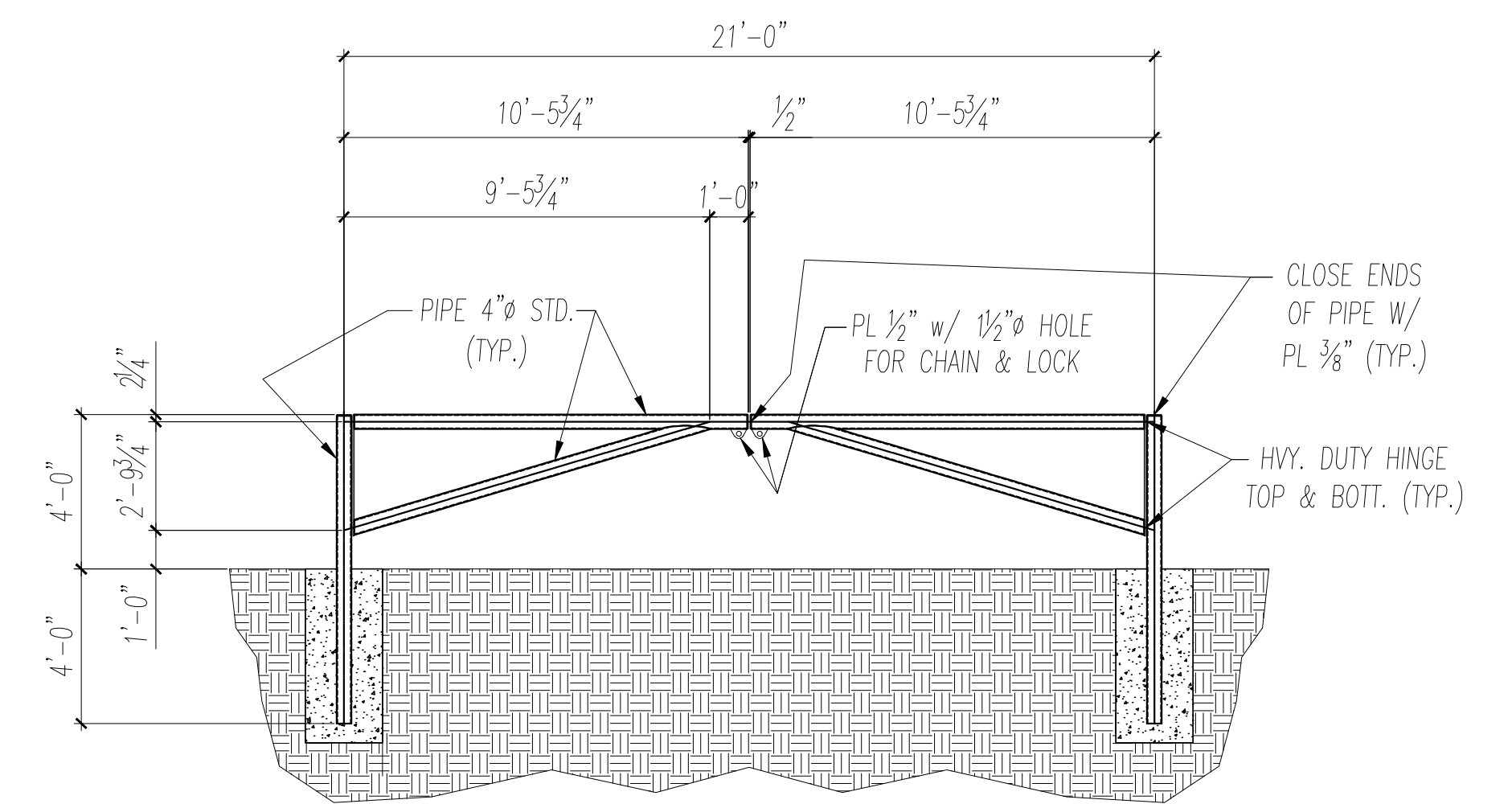
Based on the foregoing analysis, the CEMEX Facility is explicitly authorized as a Permitted Use pursuant to the Development Agreement. Furthermore, the developmental impacts associated with the Facility are either less than, or within the scope of, the environmental impacts analyzed in the EIR. As such, the cumulative developmental impacts associated with the Facility are also within the scope of the cumulative environmental impacts analyzed in the EIR.

There are no developmental or operational characteristics of the Facility that alter the applicability to the Facility of the analysis set forth in the EIR. Nor are there any changed circumstances or new information since the certification of the EIR in 2013 that alter the applicability to the Facility of the analysis set forth in the EIR.

In sum, the development of the CEMEX Facility will "not exceed the parameters of the EIR" and will not be inconsistent with the City's determinations set forth in the EIR, including its determination that certain impacts will be reduced to a level of less than significant with the implementation of certain Mitigation Measures. (Dev. Ag., p. 14, ¶ 4.2.)

REFERENCES

- Associates Environmental. *Evaluation of Emissions from the CEMEX Facility*. November 8, 2018.
- City of Bell, *Bell Business Center Project Draft Environmental Impact Report*. May 2013.
- City of Bell, *Bell Business Center Project Final Environmental Impact Report*. August 2013.
- City of Bell, *Development Agreement between The Bell Public Financing Authority and The City of Bell and PI Bell LLC*. September 2013.
- City of Bell, *Resolution No. 2013-32-CC*. Bell City Council. August 7, 2013.
- KES Technologies, Inc. *Precise Grading Improvement Plans*. December 2017.
- PI Bell, LLC. *Architectural Review Board Application for Bell Business Center Project*. August 2016.
- RGA, Office of Architectural Design. *Site Plans for Bell Aggregate Transloading Facility*. December 2017.
- Scott Peterson Landscape Architect, INC. *Landscape Architectural Drawings*. December 2017.
- South Coast Air Quality Management District (SCAQMD). *Permit To Operate for Rail Unloading and Conveying System (Permit No. G 44823)*. February 1, 2017.
- SCAQMD. *Permit To Operate for Truck Loading System (Permit No. G 44824)*. February 1, 2017.
- Terracon. *Geotechnical Engineering Report for Bell Business Center Project*. July 11, 2013.
- Urban Crossroads, Inc. *Trip Generation Evaluation*. November 8, 2018



● UTILITY POLE	■ SIGNAL PULLBOX	CL	CENTER LINE
① SEWER MANHOLE	■ CABLE TV PULLBOX	PP	POWER POLE
② STEW DRAIN MANHOLE	■ TELEPHONE PULLBOX	TP	TOP OF WALK
③ TELEPHONE MANHOLE	■ COMMUNICATIONS PULLBOX	TW	TOP OF WALL
④ UNKNOWN MANHOLE	■ STREET LIGHT PULLBOX	AC	ASPHALT PAVEMENT
⑤ FIRE HYDRANT	■ UNKNOWN PULLBOX	(12.56)	EXISTING ELEVATION
⊕ FLOOD LIGHT	▽ FIRE DEPT CONNECTION	℄	CENTERLINE
⊖ HOSE BIB	—●— IRON FENCE	△	SLOPE
⊖ HOSE CLEAOUT	—●— CHAIN LINK FENCE	⊖	PHONE BOOTH
⊖ WATER VALVE	—●— WOOD FENCE	⊖	CONCRETE
⊖ GAS VALVE	—●— BLOCK WALL	①	IRRIGATION VALVE
⊖ WATER METER	—●— TREE	●	GUARD POST (GP)
⊖ GAS METER	—●— PALM	—	CENTERLINE
⊖ WATER VAULT	—●— PINE	—	PROPERTY LINE
⊖ GAS VAULT	—●— BUSH	—	FLOW LINE
⊖ TELEPHONE VAULT	TE TRASH ENCLOSURE	—	UTILITY MARKER
⊖ ELECTRIC VAULT	TR ELECTRICAL TRANSFORMER	⊖	GRATE
⊖ MONITORING WELL	EP EDE OF PAVEMENT	⊖	HANDICAP
⊖ STREET LIGHT	FS FINISHED SURFACE	⊖	FLAG POLE
⊖ TRAFFIC SIGNAL	FF FINISHED FLOOR	①	FIRE SPRINKLER RISER
⊖ GAS RISER	NG NATURAL GROUND	⊖	SURVEY MONUMENT
⊖ GUY WIRE	TC TOP OF CURB	⊖	SIGN POST
⊖ RAILROAD SIGNAL	FL FLOW LINE	TB	TOP OF BERM
⊖ CAR STOP	TG TOP OF GRATE	INV	INVERT
⊖ LIGHT POLE	GB GRADE BREAK	⊖	AERIAL TARGET
PCC PORTLAND CONC CEMENT	DDC DOUBLE DETECTOR CHECK	RR	IRRIGATION
MH MAN HOLE	SG SIGN POST	PL	PLANTER
LP LIGHT POLE	SC SIGN POST	PB	PULL BOX
CB CATCH BASIN	CB CATCH BASIN	ICV	IRRIGATION CONTROL VALVE
ST STREET LIGHT	PIV POST INDICATOR VALVE	ARV	AIR RELEASE VALVE



BELT COVERS

Rigid, Corrugated Construction Is Infinitely Stronger Than Smooth Covers



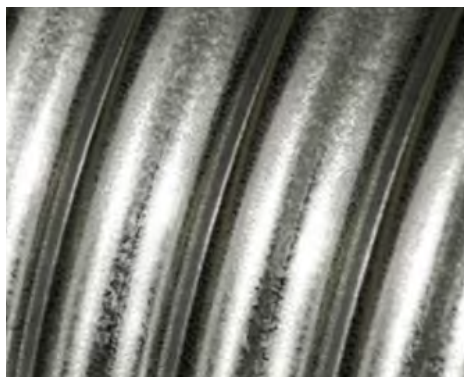
BENEFITS

- » Sturdy 22-gauge, corrugated steel
- » Folded edges for double thickness and safe handling
- » Installation not dependent on idler frame
- » Wide range of materials to cover any application

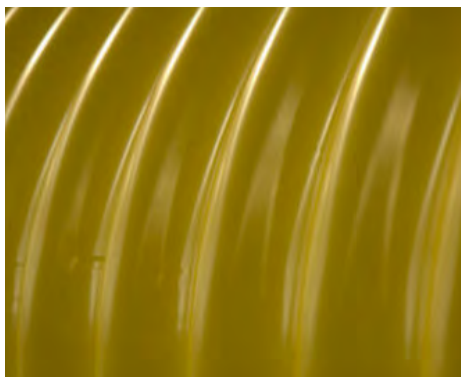
SPECIFICATIONS

- » Belt Widths: 24" (609mm) - 60" (1,524mm)
- » Cover Length: 48" (1,219mm) lengths
- » Standards: Full, 3/4 and 1/2

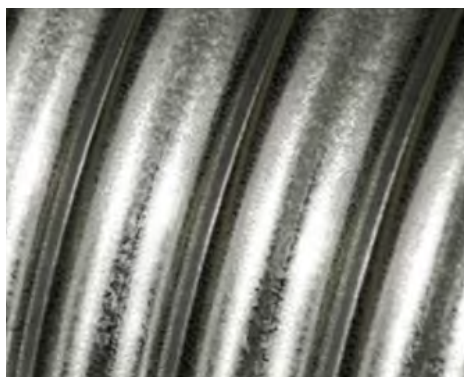
OPTIONS



GALVANIZED



PRE-LACQUERED STEEL



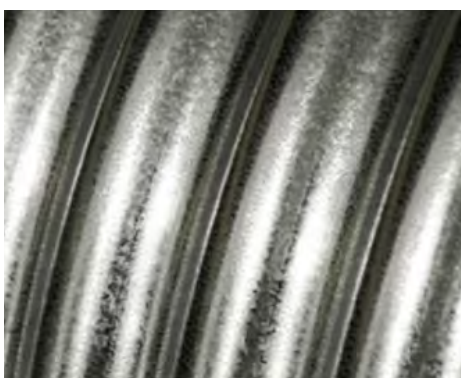
HIGH PERFORMANCE STEEL



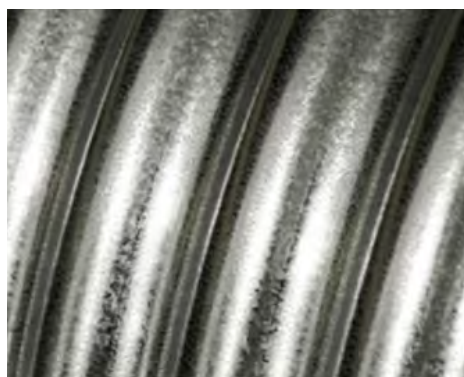
FIBER REINFORCED POLY



ALUMINUM



STAINLESS 304



STAINLESS 316

STYLES

- » Fully-Enclosed
- » 1-2 Side Access
- » Arch-Shaped
- » Wind Shields
- » Lower Tray
- » Inspection Window
- » High Performance Skirt
- » Fire Extinguishing
- » Noise Reduction
- » Dust Suppression
- » Dust Extraction

MATERIALS

- » Galvanized
- » Pre-Lacquered Steel
- » High Performance Steel
- » Fiber Reinforced Polyester
- » Aluminum
- » Stainless 304
- » Stainless 316



EXISTING CONDITIONS:

Text



PROPOSED PROJECT:

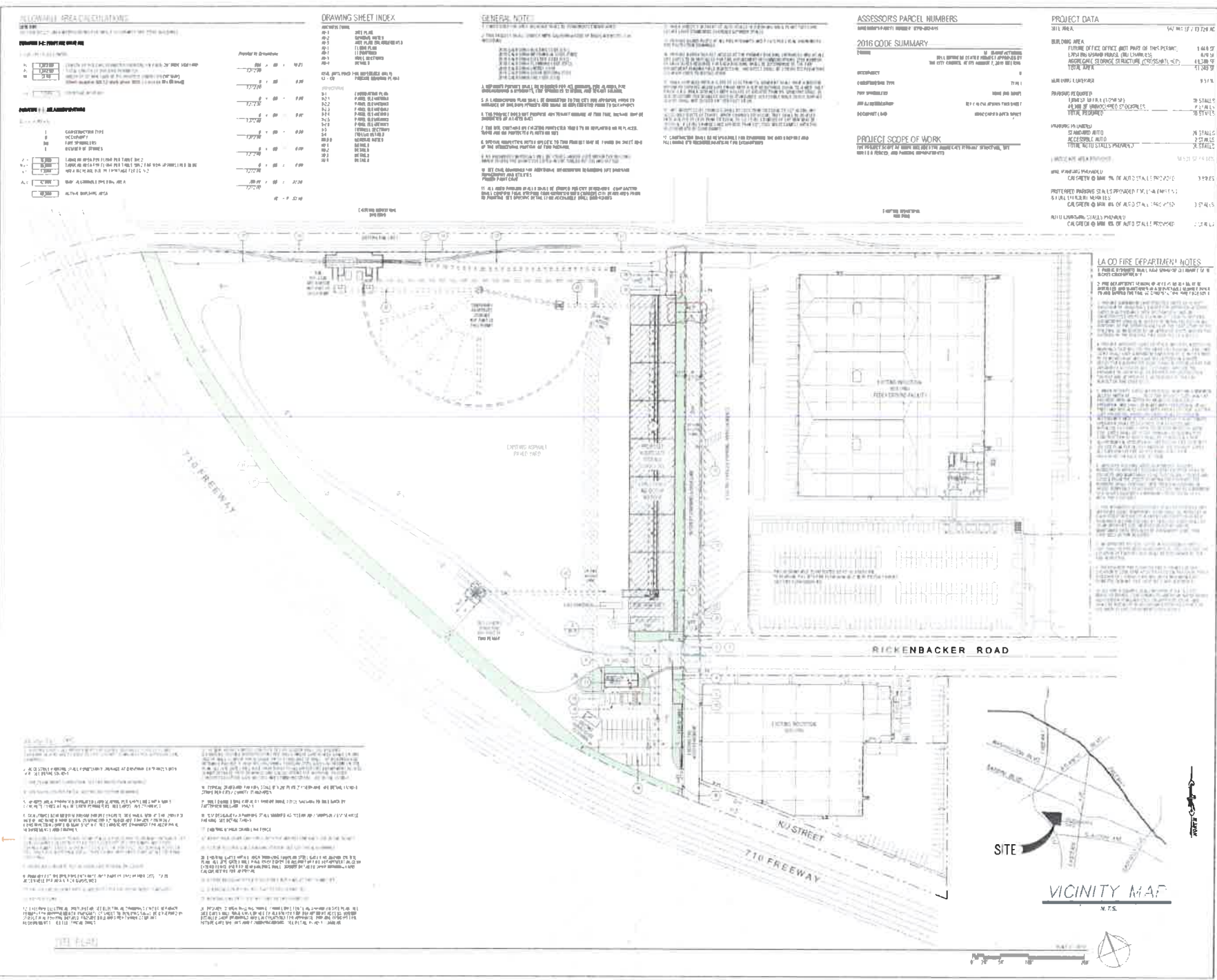
Text

Source: Lilburn Corporation, November, 2018 (TAG).

NOTE:
This 11"x17" visual simulation figure approximates on-site conditions when held 15 inches away from viewers eyes.

SIMULATION VIEW POINT 1

Bell Terminal - CEMEX
City of Bell, California



REQUIREMENTS AREA CALCULATIONS

DATE: 01/11/2016
PROJECT: BELL-3493
SHEET: 1 OF 1

REQUIREMENTS AREA CALCULATIONS

1. TOTAL REQUIREMENTS AREA: 10,000 SQ. FT.
2. TOTAL REQUIREMENTS AREA: 10,000 SQ. FT.
3. TOTAL REQUIREMENTS AREA: 10,000 SQ. FT.

DRAWING SHEET INDEX

NO.	DESCRIPTION
1	GENERAL NOTES
2	ASSASSIN'S PARCEL NUMBERS
3	2016 CODE SUMMARY
4	PROJECT SCOPE OF WORK
5	LA CO FIRE DEPARTMENT NOTES
6	VICINITY MAP

ASSASSIN'S PARCEL NUMBERS

NO.	DESCRIPTION
1	ASSASSIN'S PARCEL NUMBERS
2	ASSASSIN'S PARCEL NUMBERS
3	ASSASSIN'S PARCEL NUMBERS

2016 CODE SUMMARY

NO.	DESCRIPTION
1	2016 CODE SUMMARY
2	2016 CODE SUMMARY
3	2016 CODE SUMMARY

PROJECT SCOPE OF WORK

NO.	DESCRIPTION
1	PROJECT SCOPE OF WORK
2	PROJECT SCOPE OF WORK
3	PROJECT SCOPE OF WORK

LA CO FIRE DEPARTMENT NOTES

NO.	DESCRIPTION
1	LA CO FIRE DEPARTMENT NOTES
2	LA CO FIRE DEPARTMENT NOTES
3	LA CO FIRE DEPARTMENT NOTES

VICINITY MAP

NO.	DESCRIPTION
1	VICINITY MAP
2	VICINITY MAP
3	VICINITY MAP



BELL AGGREGATE TRANSLADING FACILITY
5091 RICKENBACKER ROAD
CITY OF BELL, CA



PACIFIC BUSINESS CENTER
PARCEL E

ITEM K
SHEET 1 OF 1

REVISIONS

NO.	DESCRIPTION
1	REVISIONS
2	REVISIONS
3	REVISIONS

DATE: 01/11/2016



1. EXISTING STREET: ALL IMPROVEMENTS INCLUDING SIDEWALKS, CURB CUTS AND DRIVEWAY APRONS ARE TO BUILT TO CITY / COUNTY STANDARDS PER APPROVED CIVIL DRAWINGS.

2. ACCESSIBLE PARKING STALL COMPLIANCE SIGNAGE AT DRIVEWAY ENTRANCES INTO SITE. SEE DETAIL 5D/AD-1.

3. FIRE DEPARTMENT CONNECTION. SEE FIRE PROTECTION DRAWINGS.

4. FIRE BACKFLOW PREVENTER. SEE FIRE PROTECTION DRAWINGS.

5. SHADED AREA: PROPOSED IRRIGATED LANDSCAPING PER GUIDELINES WITH MIN 6" CONCRETE CURBS AT ALL INTERIOR PERIMETERS. SEE LANDSCAPE DRAWINGS.

6. CONSTRUCT NEW MEDIUM BROOM FINISH CONCRETE SIDE WALK: MIN. 4" THK. 2500 PSI W/ 6X6 W2.0XW2.0 WWF 0/ 95% COMPACTED 12" SUBGRADE. PROVIDE CONTROL / CONSTRUCTION JOINTS @ MAX. 5'-0" O.C. SEE LANDSCAPE DRAWINGS FOR ADDITIONAL REQUIREMENTS AND FINISHES.

7. ACCESSIBLE PATH OF TRAVEL FROM STALLS & PUBLIC WAY TO PRIMARY ENTRANCE SEE CIVIL DRAWINGS. SLOPE NOT TO EXCEED 1:20 EXCEPT AT CURB RAMPS AND OTHER DEFINED RAMPS. CROSS SLOPE NOT TO EXCEED 1/4" PER FOOT. SEE GENERAL NOTES ON THIS SHEET FOR ADDITIONAL DATA. STRIPE PAVING WITH WHITE PAINT AT ALL DRIVEWAY CROSSINGS.

8. PROPOSED CONCRETE TILT-UP AGGREGATE STORAGE ENCLOSURE.

9. PRIMARY FUTURE BUILDING ENTRANCE (NOT PART OF THIS PERMIT SET) - TO BE ACCESSIBLE PER ADA & T-24 GUIDELINES.

10. ON-SITE FIRE HYDRANT WITH GUARD POSTS PER FIRE DEPARTMENT STANDARDS.

11. PROPERTY LINE.

12. EXTERIOR ELECTRICAL SWITCHGEAR. SEE ELECTRICAL DRAWINGS (UNDER SEPARATE PERMIT) FOR IMPROVEMENTS. PROXIMITY OF VAULT TO BUILDING SHALL BE GOVERNED BY STRUCTURAL FOOTING DETAILS. PROVIDE BOLLARDS PER POWER COMPANY REQUIREMENTS - SEE ELECTRICAL DWGS.

13. 10' MIN. HEIGHT PAINTED CONCRETE TILT-UP SCREEN WALL. SEE BUILDING ELEVATIONS. PROVIDE WATERPROOFING PER SPECS WHERE LANDSCAPED GRADE ON ONE SIDE OF WALL IS ABOVE FINISH GRADE ON TO OTHER SIDE OF WALL. AT RICKENBACKER ENTRANCE PROVIDE 8' HIGH ROLLING/SWING TUBULAR STEEL GATES AS SHOWN ON SITE PLAN. ALL SITE GATES WILL HAVE KNOX BOXES TO ALLOW FOR FIRE DEPARTMENT ACCESS. SUBMIT DETAILED SHOP DRAWINGS AND CALCULATIONS FOR APPROVAL. PROVIDE CONDUIT FOR FUTURE GATE MOTORS AND COMMUNICATIONS. SEE DETAIL 15/AD-1

14. TYPICAL STANDARD PARKING STALL 9' X 20' PLUS 2' OVERHANG. SEE DETAIL 11/AD-1. STRIPE PER CITY / COUNTY STANDARDS.

15. BOLT DOWN ^{10 BIKE CAPACITY (12-23)} BIKE CAPACITY RIBBON WAVE STYLE GALVANIZED BIKE RACK BY PATTERSON WILLIAMS 1502-3.

16. 'CV' DESIGNATES A PARKING STALL MARKED AS 'CLEAN AIR / VANPOOL / EV' VEHICLE PARKING. SEE DETAIL 7/AD-1.

17. EXISTING 8' HIGH CHAIN LINK FENCE.

18. NEW 8' HIGH CHAIN LINK FENCE WITH TOP AND BOTTOM RAILS. SEE DETAIL 10/AD-1.

19. FUTURE ELECTRIC CAR CHARGING STATION. SEE ELECTRICAL DRAWINGS.

20. EXISTING GATES WITH 8' HIGH SWINGING TUBULAR STEEL GATES AS SHOWN ON SITE PLAN. ALL SITE GATES WILL HAVE KNOX BOXES TO ALLOW FOR FIRE DEPARTMENT ACCESS. EXTEND FENCE OVER TO NEW BUILDING WALL. SUBMIT DETAILED SHOP DRAWINGS AND CALCULATIONS FOR APPROVAL.

21. FUTURE MODULAR OFFICE STRUCTURES. NOT PART OF THIS PERMIT SET.

22. OVERHEAD CONVEYORS. NOT PART OF THIS PERMIT SET.

23. NEW RAIL LINE ONTO SITE. NOT PART OF THIS PERMIT SET.

24. PROVIDE 8' HIGH ROLLING/SWING CHAIN LINK FENCE AS SHOWN ON SITE PLAN. ALL SITE GATES WILL HAVE KNOX BOXES TO ALLOW FOR FIRE DEPARTMENT ACCESS. SUBMIT DETAILED SHOP DRAWINGS AND CALCULATIONS FOR APPROVAL. PROVIDE CONDUIT FOR FUTURE GATE MOTORS AND COMMUNICATIONS. SEE DETAIL 15/AD-1 - SIMILAR.

December 20, 2018

VIA EMAIL

Jo-Anne Burns
Associate Planner
City of Bell
6330 Pine Ave
Bell, CA 90201
JBurns@CityofBell.org

**Re: CEMEX's Supplementation to Application for Design Review;
Parcel A of the Bell Business Center Project**

Dear Jo-Anne:

Thank you for your letter dated December 18, 2018, which summarizes the topics discussed during our meeting on December 17, 2018. As we agreed during our meeting, CEMEX's provision of the information discussed below and materials attached hereto should resolve the questions set forth in your letter of December 7, 2018, in which you stated that CEMEX's Design Review Board application was incomplete. Accordingly, we would appreciate your written confirmation that CEMEX's application is now complete.

Outlined below are responses to the six points discussed in your letter.

1. Photo simulations: Attached are the requested photo simulations
2. Color swatches/samples: Attached are the requested color swatches/samples.
3. Silo simulations: Attached is a rendering of the silos. Please note that the subject silos are being custom crafted, so there is no manufacturer's brochure from which we could extract a photograph. Accordingly, we have provided the attached rendering, which depicts a silo that is similar in appearance and shape to the subject silos.

Furthermore, thank you for acknowledging that CEMEX's initial submittal included simulations of the conveyor system and that CEMEX has agreed to construct in accordance with the City's standards.

Jo-Anne Burns
Associate Planner
December 20, 2018
Page 2

4. Bicycle parking: Attached is an annotated three-page excerpt of the site plan, which depicts the location of the 10 bicycle spaces, along with related notes.

5. Conceptual plans: Thank you for recognizing the conceptual nature of certain plans that were included in CEMEX's initial submittal.

6. Size of trees: Attached is an annotated three-page excerpt of the landscaping plan, which confirms that CEMEX has agreed to install 36-inch Magnolia Grandiflora and Brisbane Box trees in the locations depicted on the plan, rather than 24-inch versions of those trees.

Please contact me with any questions regarding the information discussed above or materials attached hereto.

Sincerely,

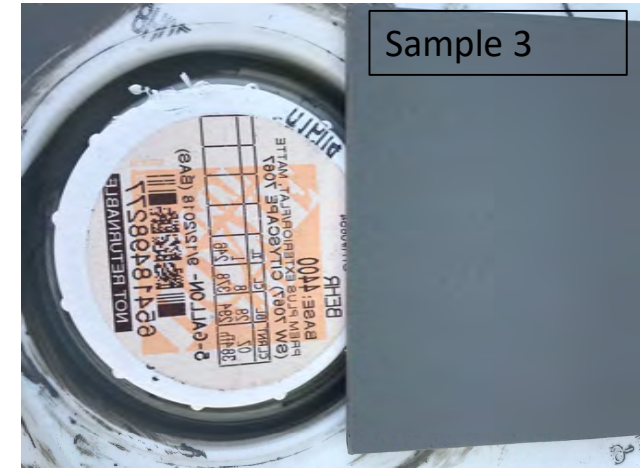
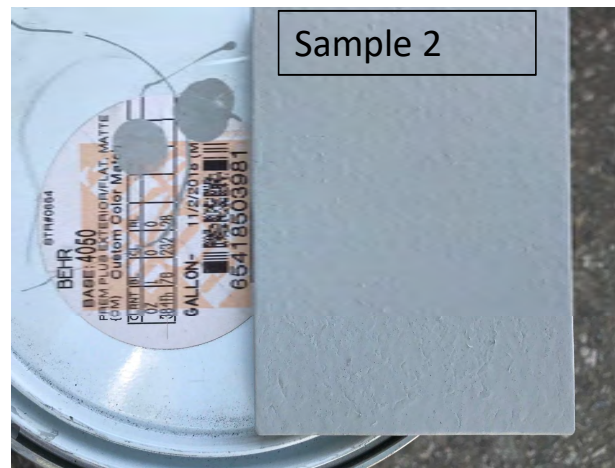
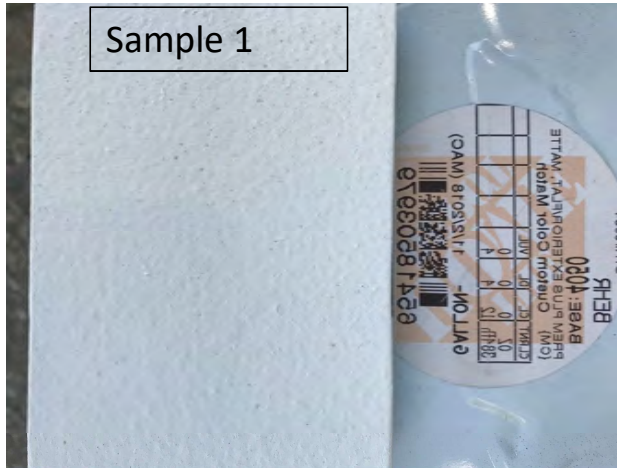
A handwritten signature in black ink, appearing to read "Bryan Forgey".

Bryan Forgey
Vice President / General Manager
Southern California

Attachments

cc: Gustavo Romo, Community Development Director
Kerry Shapiro, Jeffer Mangels Butler & Mitchell

CEMEX Project Color Board.



- All mechanical equipment and silos will be painted with the color identified in Sample 1.
- All Buildings will be painted with Three Tone Grey (Sample 1,2,3) as depicted in all elevations and drawings.



LILBURN
CORPORATION

FACILITY ENTRANCE VIEW

CEMEX Distribution Facility, Bell, CA

BELL-3499



LILBURN
CORPORATION

FACILITY ENTRANCE VIEW WITH LANDSCAPE

CEMEX Distribution Facility, Bell, CA

BELL-3500



LILBURN
CORPORATION

FREEWAY OPTION VIEW
CEMEX Distribution Facility, Bell, CA

BELL-3501



LILBURN
CORPORATION

FREEWAY OPTION VIEW WITH LANDSCAPE

CEMEX Distribution Facility, Bell, CA

BELL-3502



LILBURN
CORPORATION

STREET VIEW
CEMEX Distribution Facility, Bell, CA

BELL-3503



LILBURN
CORPORATION

STREET VIEW WITH LANDSCAPE

CEMEX Distribution Facility, Bell, CA

BELL-3504

LANDSCAPE ARCHITECTURAL DRAWINGS FOR:

PACIFIC BUSINESS CENTER- PARCEL E
COMMERCE, CALIFORNIA



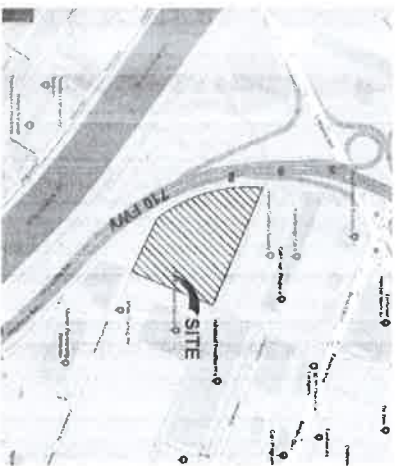
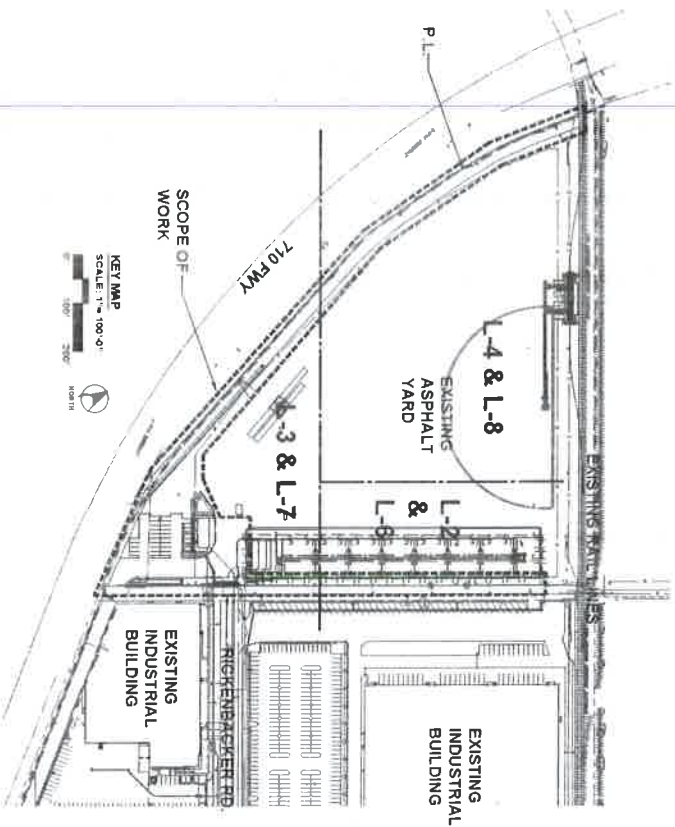
PREPARED FOR:

CEMEX
3990 E. CONCOURSE ST. SUITE 200
ONTARIO, CA 91764
CONTACT: KIT KJELSTROM
PHONE: 909-275-4545

- GENERAL NOTES
1. CONSULTATION SHALL CONTACT LANDSCAPE ARCHITECT IN ORDER TO SCHEDULE A PRELIMINARY MEETING PRIOR TO STARTING ANY WORK. IF CONSULTATION SHALL CONFIRM HE IS WORKING FROM FINAL CITY APPROVED DRAWINGS.
 2. CONSULTATION SHALL BE RESPONSIBLE FOR ALL REQUIRED PERMITS ASSOCIATED WITH THIS PROJECT RELATING TO LANDSCAPE IRRIGATION & PLANTING INSTALLATIONS.
 3. ANY CONSTRUCTION SHALL BE APPROVED BY THE CITY OF BELL'S LANDSCAPE PLANNING DIVISION PRIOR TO ANY CONSTRUCTION.
 4. THE LANDSCAPE ARCHITECT SHALL PROVIDE GUARANTEED EVIDENCE TO LAND ARCHITECT THAT ALL PLANTING MATERIAL SHALL BE PROVIDED AND PLANTING SHALL BE COMPLETED WITHIN THE PLANTING PERIOD.
 5. THE LANDSCAPE ARCHITECT SHALL PROVIDE GUARANTEED EVIDENCE TO LAND ARCHITECT THAT ALL PLANTING MATERIAL SHALL BE PROVIDED AND PLANTING SHALL BE COMPLETED WITHIN THE PLANTING PERIOD.
 6. THE LANDSCAPE ARCHITECT SHALL PROVIDE GUARANTEED EVIDENCE TO LAND ARCHITECT THAT ALL PLANTING MATERIAL SHALL BE PROVIDED AND PLANTING SHALL BE COMPLETED WITHIN THE PLANTING PERIOD.
 7. THE LANDSCAPE ARCHITECT SHALL PROVIDE GUARANTEED EVIDENCE TO LAND ARCHITECT THAT ALL PLANTING MATERIAL SHALL BE PROVIDED AND PLANTING SHALL BE COMPLETED WITHIN THE PLANTING PERIOD.
 8. THE LANDSCAPE ARCHITECT SHALL PROVIDE GUARANTEED EVIDENCE TO LAND ARCHITECT THAT ALL PLANTING MATERIAL SHALL BE PROVIDED AND PLANTING SHALL BE COMPLETED WITHIN THE PLANTING PERIOD.
 9. THE LANDSCAPE ARCHITECT SHALL PROVIDE GUARANTEED EVIDENCE TO LAND ARCHITECT THAT ALL PLANTING MATERIAL SHALL BE PROVIDED AND PLANTING SHALL BE COMPLETED WITHIN THE PLANTING PERIOD.
 10. THE LANDSCAPE ARCHITECT SHALL PROVIDE GUARANTEED EVIDENCE TO LAND ARCHITECT THAT ALL PLANTING MATERIAL SHALL BE PROVIDED AND PLANTING SHALL BE COMPLETED WITHIN THE PLANTING PERIOD.

SHEET INDEX

- | SHEET INDEX | COVER SHEET |
|--------------|-------------------------------|
| L-1 | IRRIGATION PLAN |
| L-2 THRU L-4 | WATER MANAGEMENT INFORMATION |
| L-5 | PLANTING PLAN |
| L-6 THRU L-8 | IRRIGATION & PLANTING DETAILS |
| L-9 | IRRIGATION SPECIFICATIONS |
| L-10 | PLANTING SPECIFICATIONS |
| L-11 | |



VICINITY MAP
N.T.S.
NORTH



BELL-3505

RCA
Office of Architectural Design
15231 Allen Parkway, Suite 100
Irvine, CA 92618
Tel: 949-261-0000
Fax: 949-261-0022






SPLA
SCOTT PETERSON
LANDSCAPE ARCHITECT INC.
10000 S. 100th St.
Suite 100
Irvine, CA 92618

Professional Seal of Kit Kjellstrom, Landscape Architect, State of California, License No. 12345

CEMEX
PACIFIC BUSINESS CENTER
PARCEL E

NO. 1	COVER SHEET
NO. 2	IRRIGATION PLAN
NO. 3	WATER MANAGEMENT INFORMATION
NO. 4	PLANTING PLAN
NO. 5	IRRIGATION & PLANTING DETAILS
NO. 6	IRRIGATION SPECIFICATIONS
NO. 7	PLANTING SPECIFICATIONS
NO. 8	
NO. 9	
NO. 10	
NO. 11	

PLANTING LEGEND

TREES			
SYMBOL	TREE NAME	QTY.	WUCOLS
	FAST AND TALL GROWING SCREEN TREE ALONG 710 FWY. BRACHYCHITON POPULNEUS, KURRAJONG TREE 24" BOX SIZE. STD. TRUNK DOUBLE STAKE.	34	L
	LAGERSTROEMIA MUSKOGEE, 'CRAPE MYRTLE' 24" BOX SIZE. STANDARD TRUNK. DOUBLE STAKE.	6	M
	MAGNOLIA GRANDIFLORA "SAMUEL SOMMER", SAMUEL SOMMER MAGNOLIA 24 BOX SIZE. DOUBLE STAKE. <i>36" (12-20-18) 3/4</i>	12	L
	TRISTANIA CONFERTA, BRISBANE BOX 15 GAL. SIZE. DOUBLE STAKE. <i>36" (12-20-18) 3/4</i>	12	L
	QUERCUS ILEX, HOLLY OAK 24" BOX SIZE. DOUBLE STAKE. ALT: PINUS ELDARICA, MONDELL PINE 24" BOX SIZE.	39	L
SHRUBS			

Silo Visualization



Visuals of concept silo installations located in South Orange County California. Silos are circled within the pictures. Within the CEMEX Project, these will be screened by landscaping Along the the 710 freeway, as well as landscaping and structures from Rickenbacker Ave.

Silo Visualization



Visuals of concept silo installations located in South Orange County California. Silos are circled within the pictures. Within the CEMEX Project, these will be screened by landscaping Along the the 710 freeway, as well as landscaping and structures from Rickenbacker Ave.



AGENDA
DESIGN REVIEW BOARD MEETING
Thursday, January 31, 2019 at 6:00 p.m.
Bell Community Center
6250 Pine Avenue Bell, CA 90201

1. Call to Order

2. Roll Call of the Design Review Board

Chair Fidencio Joel Gallardo (City Council Representative)
Board Member Trina Mackin (Planning Commission Representative)
Board Member Bill Pagett (City Engineer)
Board Member Gustavo Romo (Community Development Director)

3. Pledge of Allegiance

4. Communications from the Public

This is the time for members of the public to address the Design Review Board on matters that are listed on the agenda and non-agenda items that are under the subject matter jurisdiction of the Design Review Board. (Each speaker is limited to 3 minutes)

5. Regular Session

- A. Request from Applicants, Cemex & PI Bell, for the approval of DRB# 2018-01 pertaining to the site and building design of an aggregate transfer/storage facility located at 5091 Rickenbacker Road (APN 6332-002-815) in the Commercial Manufacturing (CM) zone with a General Plan land use designation of Industrial.

Recommendation: *It is recommended that the Design Review Board APPROVE DRB# 2018-01 subject to the recommended conditions of approval.*

6. Adjournment

ADA Compliance Statement

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (323) 588-6211, Ext. 2615, at least 48 hours prior to the scheduled meeting in order for the City to make reasonable arrangements to ensure accessibility to this meeting.