

Exhibit D – Conditions of Approval

CITY OF GARDENA

CONDITIONS OF APPROVAL FOR SITE PLAN REVIEW #11-18 and TENTATIVE TRACT MAP NO. 82390 (#6-18)

GENERAL CONDITIONS

- GC 1. Applicant accepts all of the conditions of approval set forth in this document and shall sign the acknowledgement. A copy of the signed document shall be submitted to the Community Development Department prior to issuance of any construction permit.
- GC 2. Development of this site shall comply with the requirements and regulations of Title 15 (Building and Construction), Title 17 (Subdivisions) and Title 18 (Zoning) of the Gardena Municipal Code.
- GC 3. Applicant shall comply with all written policies, resolutions, ordinances, and all applicable laws in effect at time of approval. The conditions of approval shall supersede all conflicting notations, specifications, and dimensions which may be shown on the project development plans.
- GC 4. Applicant shall provide the City with a copy of the Covenants, Conditions and Restrictions (CC&Rs) which shall apply to the townhomes for review and approval prior to approval of the final map or issuance of a certificate of occupancy, not including model homes. The CC&Rs shall include, at a minimum, the following provisions, as may be further detailed in these conditions:
- a. Any revisions to the CC&Rs shall require prior city approval.
 - b. Maintenance and repair obligations of all private streets/driveways.
 - c. Maintenance and repair obligations of all open spaces and Common Area.
 - d. Prohibition against outdoor storage.
 - e. Prohibition against alterations to architectural treatments.
 - f. All garage spaces shall be maintained in such a manner as to be able to be used for parking of two cars.
 - g. Prohibition against parking in driveways areas and in front of garages.
 - h. A requirement that trash cans shall be kept in the garage or out of public view.
 - i. Parking shall be prohibited in the driveway areas and in front of the garages.
 - j. Residents' vehicles shall be stored in the garages at all times while on the site. Residents shall not be allowed to use Guest Parking for their own vehicles.
 - k. The entire site, all walls and fencing, and all building walls shall be maintained at all times free and clear of litter, rubbish, debris, weeds and graffiti. Graffiti shall be removed within 24 hours and if paint is used to cover the graffiti, it shall be of the same color and texture as the building wall.

When the draft is provided to the City for review, it shall be accompanied by a table specifying where each of the above conditions can be found.

- GC 5. Applicant shall pay a multiple-unit residential development impact fee of \$1,000/unit for a total of \$114,000 prior to building permit issuance. California Government Section 66020(d)(1) requires that the project applicant be notified of all fees, dedications, reservations and other exactions imposed on the development for purposes of defraying all or a portion of the cost of public facilities related to development. Fees for regulatory approvals, including Planning processing fees, building permit fees and park development fees, are not included under this noticing requirement. The applicant has ninety (90) days from the date of adoption of this Resolution to protest the impositions described above. The applicant is also notified of the 180-day period from the date of this notice during which time any suit to protest impositions must be filed, and that timely filing of a protest within the 90-day period is a prerequisite.
- GC 6. Prior to commencement of work, the contractor/developer shall schedule a pre-job meeting with the City's engineering and building inspectors to minimize construction noise levels, including sound-reduction equipment as deemed necessary by the City. Prior to the issuance of demolition or construction permits, the contractor/developer shall prepare and implement a construction management plan, approved by the City, which includes procedures to minimize off-site transportation of heavy construction equipment.
- GC 7. The site layout and physical appearance of the structures shall be in accordance with the plans presented to and approved by the Planning and Environmental Quality Commission, and modified by these conditions of approval. The final completed project shall be in substantial compliance with the plans upon which the Commission based its decision, as modified by such decision. Minor modifications or alterations to the design, style, colors, and materials shall be subject to the review and approval of the Community Development Director. Substantial modifications will require review and approval by the Planning Commission.
- GC 8. Grading and construction activities on the project site shall adhere to the requirements of Chapter 8.36 of the Gardena Municipal Code, which limits construction activities to the hours of 7 a.m. to 6 p.m., Monday through Friday, and 9 a.m. to 6 p.m. on Saturdays. Construction activities on Sundays and public holidays are strictly prohibited.
- GC 9. Trash pick-up and other exterior facility cleaning activities shall be restricted to the hours of 7 a.m. to 10 p.m., seven days a week. These activities shall be prohibited during peak traffic hours. Any and all roof-mounted equipment, devices or materials shall be totally screened from public view. The screen enclosures shall be constructed of the same or similar materials, colors and texture of the building.

- GC 10. The applicant shall reimburse the City for all attorney's fees spent in processing the project application, including review of all documents required by these conditions of approval.
- GC 11. Applicant/developer shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any claim, action, or proceeding, damages, costs (including, without limitation, attorney's fees), injuries, or liability against the City or its agents, officers, or employees arising out of the City's approval of Site Plan Review #11-18, General Plan Amendment #2-18, Zone Change #3-18, Tentative Tract Map #6-18 (TTM No. 82390) and the subsequent Notices of Determination. The City shall promptly notify the applicant/developer of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant/developer of any claim, action, or proceeding, or if the City fails to cooperate fully in the defense, the applicant/developer shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Although the applicant/developer is the real party in interest in an action, the City may, at its sole discretion, participate in the defense of any action with the attorneys of its own choosing, but such participation shall not relieve the applicant/developer of any obligation under this condition, including the payment of attorney's fees.

PLANNING

- PL1A. Site Plan Review #11-18 shall be modified to conform to the revised Open Space Enlargement Plan dated October 2, 2019.
- PL1. Site Plan Review #11-18 shall be utilized within a period not to exceed twelve (12) months from the date of approval, unless an extension is granted in accordance with Section 18.46.040 of the Gardena Municipal Code. Utilization shall mean the issuance of building permits.
- PL2. The approved Resolution, including the Conditions of Approval contained herein and the signed acknowledgement of acceptance, shall be copied in their entirety and placed directly onto a separate plan sheet behind the cover sheet of the development plans prior to Building and Safety plan check submittal. Said copies shall be included in all development plan submittals, including revisions and the final working drawings.
- PL3. A security and lighting plan shall be submitted for review and approval by the Community Development Director or designee prior to issuance of a building permit that shows surveillance camera locations and outdoor lighting for all public/common areas. The lighting plan shall include photometrics that show an average of 2-foot candle with no single point less than 1-foot candle for all public/common areas pursuant to GMC Section 18.42.150. All light fixtures shall be designed and located in a manner that does not allow spillover onto adjacent properties. Additionally, the

- exterior lighting fixtures shall be architecturally consistent with the design of the building, as reviewed and approved by the Community Development Director or designee.
- PL4. The Applicant/developer shall maintain landscaping in a healthy and well-kept manner at all times. Dead or damaged landscape material/vegetation shall be replaced immediately per the approved landscape plan. The irrigation system shall be maintained at all times. Trees shall be permitted to grow to their maximum height.
- PL5. The Project has been conditioned to provide a minimum of a five-foot landscape area along 178th Street on the street side of the wall. Applicant shall work with the City's Engineering Department for an approved sidewalk plan prior to a building permit for the front wall.
- PL6. An eight-foot-high decorative solid masonry wall shall be constructed along the eastern property line to buffer from the nonresidential parking lot to the east pursuant to GMC Section 18.42.070.A.4. Such wall shall uniformly step down to a height of three and one-half feet within the required front yard setback area.
- PL7. All construction traffic shall be restricted to 178th Street via Western Avenue or Normandie Avenue. No trips into neighborhoods to the south shall be permitted.
- PL8. Colors and materials as shown on plan sheets A-8, A-9, A-10, A-11, L-1, and L-2 as presented to the Planning Commission on September 17, 2019 are approved. Deviation from colors and materials shall not be made unless approved by the Community Development Director.
- ~~PL9. The applicant shall work with staff to reprogram existing open space areas to be more useable for active use. [Added by Planning Commission at 9/17/19 public hearing.]~~

ENVIRONMENTAL

- EN1. The applicant shall comply with all mitigation measures and standard conditions set forth in the Mitigation Monitoring Program that are hereby incorporated as conditions of approval.
- EN2. **Paleontological Resources (GEO-1).** For ground disturbances greater than 3.0 feet where sediments are known to produce significant fossil discoveries, prior to ground-disturbing activities, field personnel shall be alerted to the possibility of buried paleontological resources. If fossils or fossil bearing deposits are encountered during ground-disturbing activities, work within a 100-foot radius of the find shall halt and a professional vertebrate paleontologist shall be contacted immediately to evaluate the find. The paleontologist shall have the authority to stop or divert construction, as necessary. Documentation and treatment of the discovery shall occur in accordance with Society of Vertebrate Paleontology standards. The significance of the find shall be

evaluated pursuant to the State CEQA Guidelines. If the discovery proves to be significant, before construction activities resume at the location of the find, additional work such as data recovery excavation may be warranted, as deemed necessary by the paleontologist.

- EN3. **Recreational Facilities (REC-1).** The developer shall pay in lieu park fees in accordance with Gardena Municipal Code Chapter 17.20. Total in lieu park fees shall be paid in full to the City prior to Final Map.
- EN4. **Transportation.** Although partial closure of West 178th Street would occur during utility-related construction, no full street closure would occur. Construction within a City right-of-way or interferences with normal traffic flow are required to obtain an encroachment permit from the Gardena Public Works Department Engineering Division. Compliance with Work Area Traffic Control Handbook (WATCH) standards would be required for short-term intermittent closures, and a Traffic Control Plan approved by the Public Works Department would be required if prolonged closures are required. Standards may include signage, coning, and traffic control persons.

TENTATIVE TRACT MAP

- TTM 1A. The tract map shall be revised to conform to the revised Open Space Enlargement Plan dated October 2, 2019 that was approved as part of the Site Plan approval.
- TTM 1. The final tract map shall be recorded with the Los Angeles County Recorder's office within a period not to exceed twenty-four (24) months from the date of approval, unless an extension is granted in accordance with Gardena Municipal Code section 17.08.070 or by State law. If said map is not recorded within such time, the life of the map shall be deemed expired and said approval shall be considered null and void.
- TTM 2. The tentative tract map shall conform to the provisions of the State Subdivision Map Act and Title 17 of the Gardena Municipal Code (Subdivisions).
- TTM 3. In accordance with Section 17.08.170 of the Gardena Municipal Code, the applicant shall dedicate all necessary rights-of-way for public improvements, and shall construct such improvements at no cost to the City. Such improvements may include, but not be limited to, site grading and drainage, new sidewalk, curb and gutter, driveways, street trees, roadway paving, street lights, traffic control devices, gas mains, electric power lines, telephone and cable lines, all of which shall be installed in accordance with the specifications of the Public Works Department. All utilities shall be underground.
- TTM 4. Pursuant to Government Code § 66495, at least one exterior boundary line of the land being subdivided must be adequately monumented or referenced before the map is recorded.

- TTM 5. In accordance with Government Code § 66473.1, the design of the subdivision shall provide, to the extent feasible, for future passive/natural heating or cooling opportunities.
- TTM 6. Private driveways shall be indicated on the final map as "Private Driveway and Fire lane" with the widths clearly depicted and shall be maintained in accordance with the Fire Code. All required fire hydrants shall be installed, tested and accepted prior to construction.
- TTM 7. Prior to initial phase associated with building construction, all above-ground and underground infrastructure shall be installed.
- TTM 8. The developer shall pay in lieu park fees in accordance with Chapter 17.20 of the Gardena Municipal Code. Total parkland (common open space) required for the project is 0.99 gross acres of land. Total in lieu park fees due is \$979,884.35 and shall be paid in full to the City prior to final map. This fee is based on the fair market value of land based on the County Assessor's assessed value plus two percent per year for two years until close of escrow in accordance with Gardena Municipal Code section 17.20.040. No credit is given for open space provided.
- TTM 9. Model homes shall be permitted prior to final map recordation provided that all Fire Department requirements for health and safety are satisfied prior to issuance of a building permit.

BUILDING AND SAFETY

- BS1. CODE COMPLIANCE: The Applicant/developer shall comply with all applicable City of Gardena Municipal Codes and Ordinances.
- BS2. BUILDING PERMITS: The Applicant/developer shall comply with all applicable Codes in effect at the time the plans are submitted, and obtain all required permits from the Building Division.
- BS3. LA COUNTY FIRE DEPARTMENT: The Applicant/developer shall comply with the Codes in effect at the time the plans are submitted.
- BS4. SPRINKLERS: All structures shall have fire protection via a sprinkler system under a NFPA 13R or 13D system as applicable.
- BS5. PROPERTY MAINTENANCE: The Applicant/developer shall maintain the property in a clean and orderly condition at all times and remove any graffiti from the site within forty-eight (48) hours of its discovery in matching colors to the existing improvements.
- BS6. STORM WATER: The Applicant/developer shall provide storm water management plan study prepared by a qualified engineer acceptable to the Building Official and the Engineering Division.
- BS7. STORM WATER POLLUTION/PREVENTION PLAN: The Applicant/developer shall demonstrate that coverages has been obtained under California's General Permit

for Stormwater Discharges Associated with Construction 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 or other proof of filing shall be provided to the Chief Building Official and the City Engineer. Projects subject to this requirement shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the SWPPP shall be kept at the project site and be available for review on request. Best Management Practices shall be used during construction to prevent construction materials and soil from entering the storm drain.

- BS8. HYDROLOGY/HYDRAULIC STUDY: The Applicant/developer shall provide a complete hydrology and hydraulic study prepared by a qualified engineer to the satisfaction of the Building Official.
- BS9. SOILS REPORT: The Applicant/developer shall provide a geotechnical investigation report prepared by a qualified engineer to the satisfaction of the Building Official.
- BS10. GRADING: The Applicant/developer shall grade the subject property in accordance with the Grading Ordinance and to the satisfaction of the Chief Building Official. A grading plan shall be submitted by the Applicant/developer for review and approval. Grading shall be in substantial conformance with the proposed grading that is approved by the Planning Commission. Surety shall be posted to the satisfaction of the Building Official and the City Attorney guaranteeing completion of grading within the project.
- BS11. FINAL WATER QUALITY MANAGEMENT PLAN: The Applicant/developer shall submit a Final Priority WQMP to the Building Division for review and approval. This plan shall be in conformance with all current NPDES requirements. The WQMP must implement Low Impact Development (LID) principles such that projects infiltrate, harvest, re-use, evapotranspire, or biotreat storm water runoff.
- BS12. PARKING LOT STRUCTURAL SECTIONS: The Applicant/developer shall provide parking lot structural sections, which shall be based on recommendations of a soils engineer, to be approved by the City Engineer and Building Official.
- BS13. FIRE HYDRANTS: The Applicant/developer shall install new public fire hydrant(s) to the satisfaction of the Los Angeles County Fire Department and City Engineer.
- BS14. RECYCLING PLAN: The Applicant/developer shall prepare construction and demolition waste recycling plans for review and approval by the Building Division. Applicant/developer shall enroll in the city's waste diversion program.
- BS15. BUILDING/UNIT ADDRESSING: Permits are issued to the building address. Apply for addresses, in the CDD, prior to obtaining building permits.
- BS16. POOL APPROVAL: Pool requires Health Department approval, prior to issuance of permit, for the pool.
- BS17. BUILDING REPAINTING: The Applicant/developer shall maintain the building in good condition at all times.
- BS18. PAVEMENT RESURFACING: The Applicant/developer shall re-slurry and re-stripe the driveway and parking areas as required to maintain them in good condition.

- BS19. LANDSCAPE PLANS: The Applicant/developer shall submit for review and approval detailed landscape and irrigation plans prepared by a licensed landscape architect to the Director of Community Development or designee and the Director of Public Works that is consistent with the State's Water Efficient Landscape Guidelines. Planting shall be consistent with the approved landscape plan. Spacing of ground cover plants shall be spaced at 12-18 inches on center and shrubs shall be spaced at 18-24 inches on center. Metal cages, painted green, shall be used to protect irrigation check valves and controllers. All above ground piping, such as double detector check valves, shall not be placed in front setbacks and shall be screened with landscaping and painted green. Protective bollards shall be of a decorative type and/or painted green where appropriate.
- BS20. MAILBOXES: The Applicant/developer shall place all mailboxes in accordance with U.S. Postal Regulations, as reviewed and approved by the Director of Community Development and the Gardena Postmaster prior to the issuance of a Certificate of Occupancy, with exception to the model homes.

PUBLIC WORKS

- PW1. Applicant shall pay a \$15,960.00 sewer connection fee to be paid at permit issuance.
- PW2. Applicant shall remove and replace all sidewalk along 178th Street abutting the project site.
- PW3. Applicant shall remove and replace all curb and gutter along 178th Street abutting the project site.
- PW4. Applicant shall remove all abandoned driveways and replace with new curb, gutter and sidewalk.
- PW5. Applicant shall show all sidewalk structures on plans (i.e., poles, hydrants and traffic signal conduit).
- PW6. Applicant shall provide a street improvement plan showing all requirements. Street plans shall be designed and signed by a registered civil engineer.
- PW7. Public Works Encroachment/Excavation permit is required for all work in public right-of-way.
- PW8. Applicant shall provide traffic control plans per W.A.T.C.H. (Work Area Traffic Control Handbook) or California M.U.T.C.D.
- PW9. Furnish and install 2 new sewer lift station pumps (min. 475 GPM capacity).
- PW10. Furnish and install a new electrical control panel compatible with new pumps and existing systems.
- PW11. Furnish 1 additional sewer lift station pump to the city as backup.
- PW12. A Registered Professional Engineer shall provide (stamped and signed) the pump system materials and installation specifications that ensures new system is compatible and has 475 GPM capacity at 15' of total dynamic head.
- PW13. Certificate of Occupancy shall not be issued prior to the above items being completed (not to include model units).

PW14. The 178th Street sewer lift station will remain as a public facility owned and operated by the City of Gardena.

PW15. Additional requirements may be imposed upon full plan submittal and review.

GOLDEN STATE WATER COMPANY

GS1. The applicant shall contact GSWC for review of the existing water main once LA County Fire Department has issued their fire protection requirements on the aforementioned project.

GS2. The applicant shall contact GSWC to initiate application for new service installation.

LOS ANGELES COUNTY SANITATION DISTRICT

SD1. Payment of a connection fee will be required before a permit to connect to the sewer fee is issued. For more specific information regarding the connection fee application procedure and fees, please contact the Connection Fee Counter at (562) 908-4288, extension 2727.

LOS ANGELES COUNTY FIRE DEPARTMENT

FD1. The applicant shall submit the plans to the Los Angeles County Fire Department for approval and shall comply with all applicable Los Angeles County Fire Department requirements.

GARDENA POLICE DEPARTMENT

PD1. Install one surveillance camera at the entrance of the development. Surveillance cameras shall be maintained by the homeowners association and recordings should be kept for a minimum of 30 days.

Melia Homes certifies that it has read, understood, and agrees to the Project Conditions listed herein.

Melia Homes

By _____

Dated _____

Melia COA – revised for 10/22/19 City Council approval

CITY OF GARDENA
PLANNING AND ENVIRONMENTAL QUALITY COMMISSION

STAFF REPORT
RESOLUTION NO. PC 16-19 AND PC 17-19
GPA #2-18; ZC #3-18; TTM #82390; SPR #11-18
APNS: 6106-013-040 AND 6106-013-041
AGENDA ITEM #5

DATE: September 17, 2019

TO: Chair Jackson and Members of the Planning and Environmental Quality Commission

FROM: Raymond Barragan, Community Development Manager

CASE PLANNER: John F. Signo, AICP, Senior Planner

APPLICANT: Jeff Weber representing Melia Homes

LOCATION: 1515 West 178th Street (APNs: 6106-013-040 and 6106-013-041)

REQUEST: The applicant requests the following entitlements for the construction of a 114-unit townhome development on a 5.63 gross acre property:

- 1) General Plan Amendment (GPA #2-18) changing the land use designation of the property from Industrial with a Mixed Use Overlay to High Density Residential;
- 2) Zone Change (ZC #3-18) changing the zoning of the property from General Industrial (M-2) with a Mixed Use Overlay (MUO) to High-Density Multiple-Family Residential (R-4);
- 3) Tentative Tract Map (TTM #82390) dividing the property for 114 condominium units; and
- 4) Site Plan Review (SPR #11-18) allowing the development of the 114 townhomes.

Approval of these items requires adoption of a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) (EA #20-18).

BACKGROUND

On December 5, 2018, the applicant, Melia Homes, filed an application to develop a 114-unit residential project consisting of attached townhomes in 22 buildings on two parcels located at 1515 West 178th Street, comprising 5.63 gross acres (the "Property").

An Initial Study and Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP) were prepared by the City's Consultant, and the documents were circulated for a 20-day review period. A public hearing was noticed and scheduled for September 17, 2019.

PROJECT DESCRIPTION/SETTING

The project site is 5.63 gross acres consisting of two properties located on the north side of 178th Street between Western Avenue to the west and Normandie Avenue to the east. The project site's topography is relatively flat and the dimensions of the subject property are approximately 447 feet deep by 551 feet wide. The site is fully improved and developed with a 105,036-square-foot industrial building and surface parking lot. The site is currently used as an industrial trucking and distribution facility, including maintenance and storage of trucking vehicles and trailers.

The project site is bounded to the north by commercial (C-3 zone), to the east by general industrial (M-2 zone), to the south by industrial (M-1 zone), and to the west by medium-density residential within a mixed use overlay (R-3, MUO).

	Zoning Designation	General Plan Land Use Designation	Existing Land Use
Project Site	M-2/MUO	Industrial/Mixed Use Overlay	Trucking/Distribution
North	C-3	General Commercial	Equestrian/Powerlines
South	M-1	Industrial	Industrial
West	R-3/MUO	Medium Residential/Mixed Use Overlay	Mobile Home Park
East	M-2	Industrial	Office Buildings

The applicant proposes to demolish all existing structures and construct a residential community consisting of 114 three-story attached townhomes with four floor plans ranging from 1,512 to 1,802 square feet. Twenty-two buildings are proposed with a range of four to six units per building. The resulting density would be 20.36 units per acre.

In addition, the applicant proposes the following:

- 287 parking spaces (228 parking spaces in garages and 59 guest parking spaces);
- A total of 15,937 square feet of private open space via ground level patios and 7,220 square feet of private balconies;
- A total of 48,579 square feet of common and general open space via courtyards, paseos, a swimming pool area, pocket park, and other recreational and open space areas; and
- Landscaping throughout the development.

Vehicular and pedestrian access is proposed from 178th Street via a two-way driveway and pedestrian walkway and main gate. A secondary driveway is proposed in the western portion of the project site for emergency purposes only. All garages are located away from public view. Eight buildings will be located along 178th Street with the remaining buildings located behind the frontage buildings. The interior units will front a courtyard area and pedestrian walkways creating a village-like feel. The entire development will be surrounded by perimeter walls.

Project construction would begin Spring 2020 and end Fall 2022. It includes the following sequences: demolition, site preparation, grading, building construction, and paving, architectural coating, and landscaping. Home construction would occur over approximately five to seven phases, the timing of which would be dependent upon market conditions. No public financing is required for development of this site; however, the developer may use SCIP (Statewide Community Infrastructure Program) or similar funding mechanism to finance certain fees.

The project requires changes to the General Plan Land Use map and Zoning Map to allow residential development. The General Plan land use designation will go from Industrial with a Mixed Use Overlay to High Density Residential. The zoning will also go from General Industrial (M-2) with a Mixed Use Overlay (MUO) to High-Density Residential (R-4). The Planning Commission will make a recommendation to, and the City Council will give, final approval for these two legislative actions.

In addition to the legislative approvals, the applicant is also seeking a Tentative Tract Map to create the 114-condominium units in accordance with Gardena Municipal Code section 17.08.020 and the Subdivision Map Act, and a site plan approval in accordance with Gardena Municipal Code Chapter 18.44.

The Planning Commission is being asked to take the following actions:

- 1) Adopt the MND and MMRP for purposes of the Tentative Tract Map and Site Plan, and recommend that the City Council adopt the same for the General Plan Amendment and Zone Change;
- 2) Recommend that the City Council adopt the General Plan Amendment and Zone Change (the "Legislative Actions");
- 3) Approve the Tentative Tract Map, subject to City Council approval of the Legislative Actions; and
- 4) Approve the Site Plan, subject to City Council approval of the Legislative Actions.

ANALYSIS

GENERAL PLAN AMENDMENT AND ZONE CHANGE

Per GMC Section 18.52.010, whenever the public necessity, convenience, general welfare, or good land use and zoning practices require, the council may amend, supplement or change the land use designation, regulations, zone boundaries or classifications of property in accordance with the procedures of the California Government Code, as supplemented by the provisions of the GMC.

The demand for industrial uses at the project site is anticipated to be very weak due to the mid-block location of the site. Additionally, the property abuts a mobile home park to the west and is a few hundred feet from single and multiple family residential uses to the south across 178th Street. Residential use is seen as more compatible with those existing uses than the industrial land use and zoning designation. The project site is located within walking distance to neighborhood and community shopping centers as it is located to the south of the Artesia Corridor Specific Plan area. Therefore, it makes sense from a land use perspective to activate the project site with a thriving, walkable, residential community.

The applicant is requesting that the existing General Plan Land Use designations and zoning for the subject property be changed to allow residential development. As stated above, High-Density land use and zoning is the correct designation as the resulting density is 20.36 units per acre, which meets the GMC requirement for development in the R-4 zone of a minimum of 20 units per acre and a maximum of 30 units per acre for a site one acre or larger.

The Gardena General Plan, Land Use Goal 1 states that the City shall preserve and protect existing single family and low/medium density residential neighborhoods while promoting the development of additional high quality housing types. The project implements this goal and the following policies:

- o LU 1.1: Promote sound housing and attractive and safe residential neighborhoods.
- o LU 1.2: Protect existing sound residential neighborhoods from incompatible uses and development.
- o LU 1.4: Locate new medium- and high density residential developments near neighborhood and community shopping centers with commensurate high levels of community services and facilities.
- o LU 1.5: Provide adequate residential amenities such as open space, recreation, off-street parking and pedestrian features in multifamily residential developments.
- o LU 1.6: Ensure residential densities are compatible with available public service and infrastructure systems.
- o LU 1.8: Minimize through-traffic on residential streets.
- o LU 1.10: Provide adequate off-street parking, open space and landscaping for both residential and business use in all mixed-use developments.
- o LU 1.11: Design infill development to be compatible and consistent with the existing low-density character of residential neighborhoods.
- o LU 1.12: Require infill development to provide adequate amenities to minimize the impact of such development on the immediate neighborhood and on City services generally, including off-street parking to meet the additional demand placed on street parking.

Furthermore, the Applicant has proposed a use that will create both a productive and attractive development. The property will be developed with a modern 114-unit, townhouse-style condominium project that will provide for enough space for multi-generational living, which has become a growing trend in this country, especially among the Asian, Black and Hispanic populations, all of which are strongly represented in Gardena.

The zone change and general plan amendment sets the stage for the transition of underutilized parcels of land to quality housing that will help the city reach its regional housing goals, as well as provide much needed revenue from fees, property taxes, and utility user tax. (See Exhibits A and B to PC Resolution No. 16-19.)

DEVELOPMENT STANDARDS

The proposed project has been reviewed for compliance with the development standards of the High-Density Residential (R-4) zone because of the Zone Change.

Development Standard Comparison		
Standard	R-4	Project
Lot Area	5,000 SF	5.63 ac (245,264 Sq. Ft.)
Lot Width	50'	551'
Lot Depth	80'	447'
Density	20 DU/AC min. 30 DU/AC max.	20.36 DU/ acre
Building Height	35' max. 40' max. (4:12 pitched roof) Max. 3 stories	40' max. (4:12 pitched roof)
Min. Dwelling Unit Size	1,200 SF for 3 bedrooms or more	1,512 SF for smallest unit
Setback <ul style="list-style-type: none"> • Front • Side/Rear 	20' min. 1-2 stories: 5' 2½-3 stories: 7.5' Next to R-1/R-2: 10' Street side: 10' Bldg. faces street: 10'	Front: 21' (buildings) Sides: 11.65' min. (3 stories) Rear: 56'+
Distance Between Buildings	Main to Accessory: 6' min. Main to Main: 15' min. <ul style="list-style-type: none"> • Building front to front (interior courtyard): 20' min. • Building front to front (driveway between): 30' min. Increase 2½' for 3 rd floor	Main to Pool House: 27' Main to Main: 17.5' <ul style="list-style-type: none"> • Building front to front (interior courts): 22.5' • Building front to front (driveway between): N/A Increase 2½' for 3 rd floor
Off Street Parking	Two (2) per DU 0.5 guest spaces per DU Total: 285 228 parking spaces in garages 57 guest parking	Total: 287 228 parking spaces in garages 59 guest parking
Useable Open Space	600 SF/DU (private and common)	629 SF/DU (71,736 SF Total)

	1. Min. 25% private and directly accessible from DU 2. For multi-family & condos of 15+ DUs, min. 33% of required useable OS shall be common (Front yard excluded) 3. Remainder may be private or common 4. Common: Min. 150 SF; min. 8'W 5. Private: Min. 150 SF; min. 8'W (except balconies, patios, decks) 6. Private balconies, patios: Min. 40 SF; min. 4'W 7. All areas (except balconies, patios, etc.) to be landscaped Indoor areas may contribute 10% max.	Project conforms to all other requirements
Fences	Front (cluster dev.): 7'H max. 1. Consist of wrought iron or tubular steel and interspersed with stone, brick, stucco, or decorative block 2. Min. 5' landscaping Side/rear: 7'H max.	Conforms to R-4 requirement
Refuse areas	Accommodate 2 - 96 gallons bins in garage (green waste not needed because no individual landscaped yards)	Trash bins will be located within garage of each unit.
Landscaping	N/A	38,900 SF
Projections	Porches, landings, patios: Front yards: 4' Side/rear yard: 2.5'	Front: None Side: ~1.5' Rear: None
Storage Area	200 CF/DU in garage	NA

TENTATIVE TRACT MAP NO. 82390

The purpose of a tentative tract map review is to identify those conditions that should be applied to ensure that each parcel is designed so as to comply with the State Subdivision Map Act and good design practice. As stated above, the applicant proposes a TTM for the development of a 114-unit condominium project.

The condominium parcel of the project will be regulated by specific covenants, conditions and restrictions (CC&Rs) that are enforced by a Homeowners Association. The condominium owners will have mutual ownership of the "common" areas within the development, and individual ownership of the "air space" occupied by each unit. These areas will be delineated on a condominium plan, which will be recorded by the County Recorder's office, along with the CC&Rs.

The State Subdivision Map Act includes a list of grounds for denial; if any one of the findings is made, the map must be denied:

- ❖ The map and design and improvement of the proposed subdivision is not consistent with applicable general and specific plan (§ 66474; § 66473.5)
 - The Land Use Plan and the zoning map currently designate the project site as Industrial; however, a general plan amendment and zone change are included in the proposed entitlements to maintain consistency with the proposed multi-family residential use. The project will involve 114 residential townhome-style condominiums and will conform to all the applicable development standards of the High-Density Multiple-Family Residential (R-4) zone and will be consistent with the goals of the Land Use Plan and the Housing Element of the General Plan.
 - The City's Housing Element identifies various goals and policies that will set the stage for new opportunities for housing. Housing Plan Goal 4 provides for adequate residential sites through appropriate land use and zoning to accommodate the City's share of regional housing needs. Policies for Goal 4 include implementing land use policies that allow for a range of residential densities (Policy 4.1) and encourage development at maximum attainable densities (Policy 4.4). The zone change from industrial to residential (R-4) zoning on the project site would allow for a density that is higher than the conventional zoning of the adjacent R-3 zone; thus, allowing for a wider range of densities. Therefore, the project is consistent with the City's General Plan Land Use Plan and Housing Element Plan.
- ❖ The site is not physically suitable for the type or density of development (§ 66474)
 - The site is 5.63 gross acres. The site is essentially flat and is currently serviced by all utilities. The subject parcel can accommodate the 114 units within the 22 proposed buildings and the development adheres to the Municipal Code standards.
- ❖ The design of the subdivision or the proposed improvements are likely to cause serious public health problems, substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat (§ 66474)
 - The Property is currently developed with an industrial building and parking lot. There is no natural environment, fish or wildlife in the area that will be harmed. The subdivision has been adequately designed to provide adequate access for pedestrians and vehicles, guests and residents along with adequate emergency access. Vehicular and pedestrian access is proposed from 178th Street. The townhomes will not create environmental damage,

nor will they create any public health problems, as further documented in the Mitigated Negative Declaration.

- ❖ The design of the subdivision or type of improvements will conflict with public access easements (§ 66474).
 - There are no public easements on the subject property.
- ❖ The design of the subdivision does not provide for, to the extent feasible, future passive or natural heating and cooling opportunities (§ 66474.5).
 - Passive cooling opportunities exist as each unit contains windows that open to allow ventilation. The windows also allow sunlight for passive heating opportunities and natural lighting.
 - All buildings will be pre-wired for solar power and will be in compliance with all Title 24 requirements, including Cal Green standards.

The developer shall pay in lieu park fees based on the fair market value of the unimproved land in accordance with Chapter 17.20 of the Gardena Municipal Code. The fair market value of the unimproved land was determined based on the 2018 assessed value in accordance with the standards established by the County Assessor, plus 2 percent for inflation over the next two years. Total parkland (common open space) required for the project is 0.99 gross acres of land. Total in lieu park fees due for the 0.99 acres, is \$979,884.35. Payment will be paid in full to the City prior to final map recordation.

With the conditions of approval (Exhibit C to Resolution No. PC 16-19) and approval of the associated entitlements, the project and project design will be consistent with the General Plan, High-Density Multiple-Family Residential (R-4) zone, and the State Subdivision Map Act as supplemented by Title 17 of the Gardena Municipal Code.

SITE PLAN REVIEW

The applicant is proposing a site plan that is consistent with the conceptual site plan shown in Exhibit E to PC Resolution No. 16-19. Site plans may be approved where the Commission finds that the proposed development, including the uses and physical design is consistent with the general plan and municipal code and that the development will not adversely affect the orderly and harmonious development of the area and the general welfare of the City.

The following factors shall be considered in determining whether the site plan shall be approved.

1. The dimensions, shape and orientation of the parcel;

The site is a 245,264 square foot rectangular parcel (5.63 gross acres) and measures approximately 447 feet by 551 feet. The parcel is an interior lot located

on the north side of 178th Street between Western Avenue to the west and Normandie Avenue to the east. The dimension and orientation of the project site sets the stage for a development that offers open space opportunities, ample parking, and landscaping. The site also provides a substantial buffer from existing powerlines located north of the project site for safety purposes.

2. The placement of buildings and structures on the parcel;

The proposed project consists of 22 separate buildings and a pool building. Each townhome building contains between four to six attached condominium units. Each unit includes an attached two-car garage. Eight townhome buildings front 178th Street to the south of the property. The remaining buildings and units are located in the middle and rear of the property. The interior units face an interior courtyard between buildings; the perimeter buildings along the side property lines have access to a walkway. The swimming pool, barbecue area, and pool house are located in the middle of the property behind the main entrance.

The project is consistent with GMC section 18.42.095.C, E, and F because the structures, walls, and rooflines contain a variety of distinct parts, architectural elements, and surface treatments; garages are located in the back of units and face private interior streets; and walls and fences in the front of the property will be compatible with the buildings and softened with landscape treatment.

3. The height, setbacks, bulk and building materials;

The proposed height of each building is 40 feet. The roofs are sloped and offset to provide architectural treatment.

The proposed buildings fronting 178th Street have a minimum setback of 20 feet from the property line. Fences and walls along the front property line will be setback 5 feet from the back of sidewalk and softened with landscaping. Buildings in the rear are setback approximately 56 feet from the rear property line. Buildings along the western and eastern property lines are setback approximately 11.65 feet from the property line.

The proposed project consists of a modern architectural theme consisting of decorative materials such as resawn wood, eave braces, vinyl windows and trim, and stucco siding.

The proposed height, setbacks, bulk, and building materials of the development are consistent with section 18.42.095 of the Municipal Code. The general perception of the size and volume of the buildings is compatible with that of the surrounding neighborhood. A varied façade helps to decrease the massing of the buildings while the perimeter setbacks create separation from adjoining properties and the street.

4. The distance between buildings or structures;

The proposed distance between buildings and structures varies throughout the site. Distance between buildings separated by the interior driveways are a minimum of 26 feet. Buildings fronting an interior courtyard are separated by a minimum of 22 feet. A minimum of 15 feet is provided between the sides of adjacent buildings. Therefore, the project will be consistent with the Gardena Municipal Code.

5. The location, number, and layout of off-street parking and loading spaces;

Per Municipal Code Chapter 18.40, a development of this size requires 285 parking spaces, 2 parking spaces per unit, plus one-half space per unit for guest parking. The proposed project meets and incorporates this requirement by providing a total of 287 parking spaces; 228 garage spaces (two per unit) and 59 guest spaces. Visitor parking spaces are spread throughout the development in several locations: six parking spaces near the swimming pool area; 15 parallel parking spaces along the rear property line; eight parking spaces along the front property line next to each building; and at the ends of each interior courtyard area. Three accessible parking spaces are provided; two near the swimming pool and one near the western entrance gate. No loading spaces are provided or required.

The proposed layout of the off-street parking spaces is consistent with Municipal Code section 18.42.095 Subsection E. The location of off-street parking spaces does not detract from the architectural details or divide the visual impact of the site. Garage parking is located within interior driveways, away from pedestrian walkways, and guest parking is located throughout the development with various landscaping amenities.

6. The internal vehicular patterns and pedestrian safety features;

The main vehicular entrance will be from 178th Street with an emergency entrance located on the western portion of the site. Several private streets and alleys are spread throughout the development for access to garages. All driveways provide for two-way traffic.

Proposed pedestrian amenities include walkways that run throughout the project site, courtyard areas, a swimming pool and barbecue area, and a linear open space area in the rear. A perimeter wall will enclose the community on all sides.

The proposed internal vehicular patterns and pedestrian safety features of the site are consistent with Municipal Code Section 18.42.095 E. By separating driveways from pedestrian walkways, the proposed development helps to ensure automobile uses do not detract from the pedestrian orientation of the site. Similarly, callouts for enhanced paving techniques in crosswalks help to promote the visual quality of the neighborhood.

7. The location, amount, and nature of landscaping;

A conceptual landscape plan and plant palette were prepared by Studio Pad Landscape Architecture. Total proposed area of common area landscaping in the development is 38,900 square feet. The project exceeds the landscape requirement as the GMC only requires that fifty percent of the front yard setback be landscaped. The Landscape Plan proposes a palette of trees and shrubs throughout the property. Street trees are located along the 178th Street frontage. A mix of trees is located in the common open space area throughout the site. Various other shrubs and groundcover is placed throughout the development.

In addition, the proposed plant palette includes species that are tolerant of local environmental conditions and require low maintenance. As a condition of approval, all landscaping is to be maintained by the development's homeowners association. The Landscape Plan is attached for further reference.

When all entitlements have been granted, the landscape plan will conform to the High-Density Multiple-Family Residential (R-4) standards, and the project will be consistent with the Gardena Municipal Code.

8. The placement, height and, direction of illumination of light standards;

The area of the property fronting 178th Street shall be lighted by streetlights located on the public right of way. Appropriate lighting, such as streetlamps and/or landscape lighting will be utilized throughout the development for safety and aesthetic purposes. Lighting standards will be either shielded or located in such a manner as to mitigate the impact to interior living spaces and neighboring properties.

9. The location, number, size and height of signs;

The provisions of Chapter 18.58 of the Gardena Municipal Code shall apply to signs within the proposed project. Address numbers will be lighted for safety and aesthetics.

10. The location, height and materials of walls, fences or hedges;

Multiple wall and fence types are proposed for use throughout the development. They will be utilized for soil retention, privacy, sound attenuation, articulation, and security purposes. The eastern perimeter will have an eight-foot high decorative concrete block wall to buffer from the commercial and industrial parking lot to the east pursuant to Gardena Municipal Code Section 18.42.070. Elsewhere the Code allows a perimeter fence for cluster development to be up to seven feet in height. The front yard wall and fence will be six feet high with six-foot six-inch-high pilasters interspersed in between. A monument sign/wall at the front entry will measure six feet seven inches in height.

Gardena Municipal Code Section 18.42.085 provides that there should be an eight foot fence between residentially zoned properties and commercial and industrial properties. Additionally, Section 18.42.070.C provides that where there is a substantial difference in the finished grade on either side of the fence, the height shall be measured from a grade as determined by the Director in order to protect the safety and general welfare of affected property owners. In this case the Director has determined that in order to provide safety and privacy to the residential community, all perimeter walls should be measured from the lowest adjacent grade.

The proposed walls and fences of the development that front public streets are consistent with Municipal Code Section 18.42.095 Subsection F. The walls are compatible with the finish material and architecture of the main buildings. Landscaping along the main walls also helps to soften the overall appearance of the wall from the public right-of-way.

11. The location and method of screening refuse and storage areas, roof equipment, pipes, vents, utility equipment and all equipment not contained in the main buildings of the development;

Refuse areas for the proposed project are located within the enclosed garages of each individual residence. Where utilities or all other equipment not contained in the main building exist, a combination of screen walls, trellises, vines, or espaliers and shrubbery are to be used to screen them from sight.

The screening of refuse areas and utility equipment is consistent with Municipal Code Sections 18.42.130 and 18.42.140 by ensuring trash receptacles are entirely hidden from view and mechanical equipment is to be screened.

12. Compatibility and overconcentration of uses in the immediate area; and

Zones within the immediate area include Medium Density Multiple Family (R-3) within a Mixed Use Overlay (MUO) to the West, Industrial (M-1 and M-2) to the east and south, and General Commercial (C-3) to the north. Land uses in the immediate area include a mobile home park to the west, powerlines and a horse stable to the north, offices and industrial uses to the east, and industrial uses to the south across 178th Street. The proposed use is compatible with the mobile home park to the west and single-family and multi-family homes further south across 178th Street.

13. Such other information which the community development director or commission may require to make the necessary findings that the provisions of this code are being complied with. (Ord. 1738 § 45 (part), 2012; prior code § 10-3.2203)

At this time, no additional information is required to make the necessary findings that the provisions of this code comply with the proposed plan.

The Land Use Plan and the zoning map currently designate the project site as Industrial and General Industrial (M-2) with a Mixed Use Overlay (MUO); however, a general plan amendment and zone change are included in the proposed entitlements to maintain consistency with the proposed multi-family residential use. While the project will involve 114 residential townhomes, the development as a whole will conform to all applicable development standards of the High-Density Multiple-Family Residential (R-4) standards, and will be consistent with the goals of the Municipal Code and General Plan. The development will not adversely affect the orderly and harmonious development of the area or impact the general welfare of the City.

ENVIRONMENTAL REVIEW

Kimley-Horn Consulting prepared an Environmental Initial Study and Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) under contract to the City.

The IS/MND was prepared and noticed in accordance with all requirements of the California Environmental Quality Act (Public Resources Code § 21000 *et seq.*) and the CEQA Guidelines (14 Cal. Code of Regs. § 15000 *et seq.*) (collectively, “CEQA”). (Exhibit A to PC Resolution No. 17-19.)

The IS/MND adequately assesses the impacts of the Project. The IS/MND acknowledges that a zone change and general plan amendment are being processed to change the property from industrial with a mixed use overlay to high-density residential. This does not impact any of the analysis in the IS/MND because the development standards applied are for the R-4 zone.

The IS/MND determined that there would be potentially significant impacts with regard to the following topics: Biological Resources (Nesting Migratory Birds); Cultural Resources (Archaeological Resources); Hazards and Hazardous Materials (Remedial Action Plan); and Tribal Cultural Resources (Monitor/Consultant and Unanticipated Discovery). Although impacts to the following would be considered less than significant, conditions of approval have been included: Paleontological Resources; Recreational Facilities; and Transportation.

1. The Mitigation Measures listed in the Mitigation Monitoring and Reporting Program (“MMRP”), which is attached hereto as Exhibit C to Resolution No. PC 17-19, will mitigate impacts to Biological Resources, Cultural Resources, Hazards and Hazardous Materials, and Tribal Cultural Resources to below a level of significance.

2. Following compliance with the conditions of approval that will be imposed on the project for Paleontological Resources, Recreational Facilities, and Transportation, potential impacts will be further reduced to less than significant and no mitigation is required for the impacts identified thereunder. (For ease of reference, the conditions of approval that relate to these impacts are attached hereto as Exhibit B to PC Resolution No. 17-19.)

The City received three comment letters on the IS/MND from the Gabrieleno Band of Mission Indians – Kizh Nation, Los Angeles Unified School District, and the Sanitation Districts of Los

Angeles County. None of the comment letters addressed the adequacy of the MND, as shown on the Comment Memo from Kimley-Horn, attached as Exhibit D to Resolution No. PC 17-19. However, in response to the comment letter provided by the Gabrieleno Band of Mission Indians – Kizh Nation, a condition will be added to the approvals to provide for an onsite monitor. In response to the comment letter from the Los Angeles Unified School District, no significant impacts were identified and no changes to the plans are necessary. However, there was a concern with school buses and students walking to school. The project will be required to obtain an encroachment permit from the Gardena Public Works Department Engineering Division for any work done in the right-of-way. Compliance with Work Area Traffic Control Handbook (WATCH) standards would be required for short- term intermittent closures, and a Traffic Control Plan approved by the Public Works Department would be required if prolonged closures are required.

The Initial Study, Mitigated Negative Declaration and the Comment Memo were all independently reviewed by City staff. In making all of the required findings, the Planning Commission will exercise its independent judgment.

The Initial Study was prepared to determine whether implementation of the project may cause significant adverse environmental impacts. On the basis of this evaluation, it was found that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because mitigation measures were added to the project. Ultimately, approval of the MND and adoption of the MMRP for the purposes of the site plan review and the tentative tract map lies with the Planning Commission and approval of the MND and adoption of the MMRP lies with the City Council for purposes of approving the general plan amendment and zone change.

ECONOMIC IMPACT

The project will be required to pay school impact fees to LAUSD, in lieu park fees in the amount of \$979,884.35 as discussed above, and the multi-family residential impact fee required by Chapter 15.48 of the Gardena Municipal Code of \$1,000 per unit.

RECOMMENDATION

Staff recommends the Planning Commission adopt Resolution No. PC 16-19 and PC 17-19 which do the following:

- 1) Adopts the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for purposes of the Tentative Tract Map and Site Plan Review and recommends that the City Council adopt the same for the General Plan Amendment and Zone Change;
- 2) Recommends that the City Council adopt the General Plan Amendment and Zone Change;
- 3) Approves the Tentative Tract Map subject to the Legislative approvals; *and*
- 4) Approves the Site Plan subject to the Legislative approvals.

ATTACHMENTS

Attachment A – Notice of Public Hearing Notice and Intent to Adopt an MND Resolution No. PC 16-19

- Exhibit A – Draft IS/MND dated August 2019 (*under separate cover*)
- Exhibit B – Mitigation Monitoring and Reporting Program
- Exhibit C – Comment Memo

Resolution No. PC 17-19

- Exhibit A – Draft General Plan Amendment Resolution
 - Exhibit – General Plan Land Use Map change
- Exhibit B – Draft Ordinance Rezoning Property
 - Exhibit – Zone Change Map
- Exhibit C – Tract Map (*under separate cover*)
- Exhibit D – Conditions of Approval
- Exhibit E – Development Plans (*under separate cover*)

RESOLUTION NO. PC 16-19

A RESOLUTION OF THE PLANNING AND ENVIRONMENTAL QUALITY COMMISSION OF THE CITY OF GARDENA, CALIFORNIA RECOMMENDING THAT THE CITY COUNCIL APPROVE A MITIGATED NEGATIVE DECLARATION FOR A GENERAL PLAN AMENDMENT AND ZONE CHANGE, AND APPROVING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR A TENTATIVE TRACT MAP, AND SITE PLAN REVIEW, ALL RELATED TO THE DEVELOPMENT OF A 114-UNIT TOWNHOME PROJECT ON A 5.63 GROSS ACRE PARCEL AT 1515 WEST 178TH STREET

**(GPA #2-18; ZC #3-18; TTM #82390; SPR #11-18)
(APNS: 6106-013-040 AND 6106-013-041)**

WHEREAS, in December 5, 2018, the applicant, Melia Homes, filed an application to develop a 114-unit residential condominium project consisting of attached three-story townhome style condominiums in 22 buildings on the 5.63 acre property located at 1515 West 158th Street (the "Property"); and

WHEREAS, in order to develop the residential project, the following entitlements (collectively, the "Project") are required: General Plan amendment changing the land use designation from Industrial with a Mixed Use Overlay to High Density Residential (GPA #2-18); Zone Change to change the zoning from General Industrial (M-2) with a Mixed-Use Overlay (MU) to High Density Multiple-Family Residential (R-4) (ZC #3-18); Tract Map to create 114 condominium lots (TTM # 82390); and Site Plan Review for the proposed Project (SPR #11-18); and

WHEREAS, a Mitigated Negative Declaration ("MND") was prepared for the Project and the draft MND was circulated for a 20-day public review period between August 15, 2019 and September 3, 2019; and

WHEREAS, on September 17, 2019, the Planning Commission of the City of Gardena held a duly noticed public hearing on the draft IS/MND and the approvals required for the Project at which time it considered all evidence, both written and oral.

NOW, THEREFORE, THE PLANNING AND ENVIRONMENTAL QUALITY CONTROL COMMISSION OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. FINDINGS.

A. The City retained Kimley-Horn, an environmental consultant, to prepare the IS/MND, a copy of which is attached hereto as Exhibit A.

B. The IS/MND was prepared and noticed in accordance with all requirements of the California Environmental Quality Act (Public Resources Code § 21000 *et seq.*) and the CEQA Guidelines (14 Cal. Code of Regs. § 15000 *et seq.*) (collectively, "CEQA").

C. The IS/MND adequately assesses the impacts of the Project.

D. The IS/MND determined that there would be potentially significant impacts with regard to the following topics: Biological Resources (Nesting Migratory Birds); Cultural Resources (Archaeological Resources); Hazards and Hazardous Materials (Remedial Action Plan); and Tribal Cultural Resources (Monitor/Consultant and Unanticipated Discovery). Although impacts to the following would be considered less than significant, conditions of approval have been included: Paleontological Resources; Recreational Facilities; and Transportation.

1. The Mitigation Measures listed in the Mitigation Monitoring and Reporting Program ("MMRP"), which is attached hereto as Exhibit C, will mitigate impacts to Biological Resources, Cultural Resources, Hazards and Hazardous Materials, and Tribal Cultural Resources to below a level of significance.

2. Following compliance with the conditions of approval that will be imposed on the project for Paleontological Resources, Recreational Facilities, and Transportation, potential impacts will be further reduced to less than significant and no mitigation is required for the impacts identified thereunder.

E. The City sent notices to the Native American tribes provided by the National American Heritage Commission. The City received one request for consultation from the Gabrieleno Band of Mission Indians – Kizh Nation. After consultation the City imposed Mitigation Measures TCR-1 regarding retaining a Native American monitor/consultant and TCR-2 regarding unanticipated discovery of tribal cultural and archaeological resources.

F. In addition to the letter received from the Kizh Nation, additional comment letters on the IS/MND were received from the Los Angeles Unified School District, and the Sanitation District of Los Angeles County. Kimley-Horn prepared a response to comments (Exhibit C) and none of the comments require recirculation of the MND. None of the comment letters addressed the adequacy of the MND.

G. The Initial Study, Mitigated Negative Declaration and the Comment Memo were all independently reviewed by City staff and the Planning Commission. In making all of the findings herein, the Planning Commission has exercised its independent judgment.

H. The Custodian of Record for the proceedings relating to the Project, including the MND and MMRP, is Raymond Barragan, Community Development Manager, City of Gardena, 1700 W. 162nd Street, Gardena, California 90247. Mr. Barragan's email is rbarragan@cityofgardena.org and his phone number is 310/217-9546.

SECTION 2. APPROVAL.

Based on the findings set forth above as well as the record of proceedings, the Planning Commission hereby approves the Mitigated Negative Declaration and adopts the Mitigation Monitoring and Reporting Program for purposes of Tract Map No. 82390 and Site Plan Review #11-18 and recommends that the City Council adopts the Mitigated Negative Declaration for General Plan Amendment #2-18 and Zone Change #3-18. The Planning Commission further directs that the Comment Memo be filed with the document. As adopted, the MND consists of the draft IS/MND dated August 2019 as revised by the Comment Memo dated September 9, 2019.

SECTION 3. APPEAL. The approval granted by this Resolution may be appealed within 10 calendar days from adoption of this resolution. All appeals must be in writing and filed with the City Clerk within this time period with the appropriate fee. Failure to file a timely written appeal will constitute a waiver of any right of appeal.

SECTION 4. RECORD.

Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Project. All summaries of information in the findings which precede this section are based on the entire record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

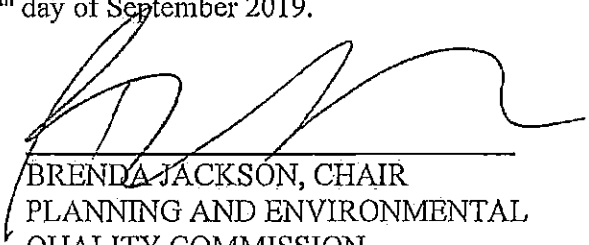
SECTION 5. CERTIFICATION.

The Secretary shall certify the passage of this resolution.

SECTION 6. EFFECTIVE DATE.

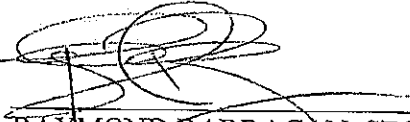
This Resolution shall take effect immediately.

PASSED, APPROVED, AND ADOPTED this 17th day of September 2019.



BRENDA JACKSON, CHAIR
PLANNING AND ENVIRONMENTAL
QUALITY COMMISSION

ATTEST:



RAYMOND BARRAGAN, SECRETARY
PLANNING AND ENVIRONMENTAL QUALITY COMMISSION
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF GARDENA

I, Raymond Barragan, Planning and Environmental Quality Commission Secretary of the City of Gardena, do hereby certify the following:

1. That a copy of this Resolution and the attachments will be sent to the applicant and to the City Council as a report of the findings and action of the Planning and Environmental Quality Commission; and
2. That the foregoing Resolution was duly adopted by the Planning and Environmental Quality Commission of the City of Gardena at a regular meeting thereof, held the 17th day of September 2019, by the following vote of the Planning and Environmental Quality Commission:

AYES: Henderson, Pierce, Langley, Jackson
NOES:
ABSENT: Sherman

Attachments:

Exhibit A – Draft IS/MND dated August 2019
Exhibit B - Mitigation Monitoring and Reporting Program
Exhibit C – Comment Memo

PC RESOLUTION NO. 17-19

A RESOLUTION OF THE PLANNING AND ENVIRONMENTAL QUALITY COMMISSION OF THE CITY OF GARDENA, CALIFORNIA RECOMMENDING THAT THE CITY COUNCIL APPROVE A GENERAL PLAN AMENDMENT AND ZONE CHANGE, AND APPROVING A TENTATIVE TRACT MAP AND SITE PLAN REVIEW RELATED TO THE DEVELOPMENT OF A 114-UNIT TOWNHOME PROJECT ON A 5.63 GROSS ACRE PARCEL AT 1515 WEST 178TH STREET

(GPA #2-18; ZC #3-18; TTM #82390; SPR #11-18; APNS: 6106-013-040 AND 6106-013-041)

WHEREAS, on December 5, 2018, the applicant, Melia Homes, filed an application to develop a 114-unit residential condominium project consisting of attached three-story townhome style condominiums in 22 buildings on the 5.63 acre property located at 1515 West 178th Street (the "Property"); and

WHEREAS, in order to develop the residential project, the following entitlements (collectively, the "Project") are required: General Plan amendment changing the land use designation from Industrial with a Mixed Use Overlay to High Density Residential (GPA #2-18); Zone Change to change the zoning from General Industrial (M-2) with a Mixed-Use Overlay (MU) to High Density Multiple-Family Residential (R-4) (ZC #3-18); Tract Map to create 114 condominium lots (TTM # 82390); and Site Plan Review for the proposed Project (SPR #11-18); and

WHEREAS, a Mitigated Negative Declaration ("MND") was prepared for the Project and the draft MND was circulated for a 20-day public review period between August 15, 2019 and September 3, 2019; and

WHEREAS, on September 17, 2019, the Planning Commission of the City of Gardena held a duly noticed public hearing on the draft IS/MND and the approvals required for the Project at which time it considered all evidence, both written and oral; and

WHEREAS, at the close of the public hearing and prior to the adoption of this Resolution, the Planning Commission adopted PC Resolution No. 17-19, approving the MND and adopting the Mitigation Monitoring Reporting Program for the Tract Map and Site Plan Review, and recommending that the City Council approve the MND and adopt the Mitigation Monitoring and Reporting Program for the General Plan Amendment and Zone Change;

NOW, THEREFORE, THE PLANNING AND ENVIRONMENTAL QUALITY CONTROL COMMISSION OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. GENERAL PLAN AND ZONING RECOMMENDATION.

The Planning Commission hereby recommends that the City Council: adopt the Resolution attached hereto as Exhibit A changing the General Plan land use designation for the Property from Industrial with a Mixed-Use Overlay to High Density Residential; and adopt the Ordinance attached hereto as Exhibit B changing the zoning from the Property from General Industrial (M-2) with a Mixed-Use Overlay (MUO) to High Density Multiple-Family Residential (R-4). In making this recommendation the Planning Commission incorporates the findings set forth in those Exhibits.

SECTION 2. TRACT MAP APPROVAL.

Tentative Tract Map No. 82390, dated March 4, 2019, and shown on Exhibit C, dividing the property into 114 condominium lots is hereby approved, subject to the conditions of approval attached as Exhibit D, based on the fact that none of the findings which would prohibit the approval of a map are present and the map satisfies all of the requirements of the Gardena Municipal Code and the Subdivision Map Act.

A. The map and design and improvement of the proposed subdivision is consistent with applicable general and specific plan (Government Code § 66474; § 66473.5).

The Planning Commission has recommended that the City Council adopt a resolution amending the General Plan and Zoning to High Density Residential. If approved, the map will be consistent with the Land Use Plan of the Community Development Element of the General Plan. There are no applicable Specific Plans.

B. The site is physically suitable for the type or density of development (Government Code § 66474).

The site is 5.63 gross acres consisting of two parcels which are flat, and serviced by all necessary utilities. The site has been previously developed. The size and topography of the parcels allows the development of the 114 townhomes in 22 buildings while adhering to Gardena Municipal Code standards. Furthermore, the zoning allows for a maximum density of 30 dwelling units to the acre and a minimum density of 20 units to the acre and falls within these requirements. The density of this project is 20.36 units per acre and falls within these requirements. The site also provides adequate ingress and egress. Therefore, the site is physically suitable for the type and density of the proposed development.

C. The design of the subdivision and the proposed improvements will not cause serious public health problems, substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat (Government Code § 66474).

The property has already been fully developed and has been used for a trucking business and parking lot. There is an industrial building on the property which is used for

distribution logistics administration and management. The paved areas of the property is used for vehicle and truck parking. There is no natural environment, fish, or wildlife in the area which will be harmed by the proposed project. Furthermore, the subdivision has been designed to provide adequate access for pedestrians and vehicles, guests and residents, and emergency access. The townhomes will be located adjacent to an existing mobilehome park. A mitigated negative declaration was prepared for the Project and approved by the Planning Commission for purposes of the Tract Map and Site Plan. The mitigated negative declaration determined that there would not be any public health problems, substantial environmental damage, or injury to fish and wildlife or their habitat.

D. The design of the subdivision or type of improvements will not conflict with public access easements (Government Code § 66474).

There are no public access easements on the property and therefore no conflict with such easements.

E. The design of the subdivision provides for, to the extent feasible, future passive or natural heating and cooling opportunities (Government Code § 66473.1).

The design of the subdivision provides for over 70,000 square feet of open space, including common open space and private patios and balconies. Each townhome will be built to meet insulation, air and ventilation requirements pursuant to the Building Code. Windows and doors will allow for ventilation and natural light to penetrate inside townhomes for natural heating and cooling opportunities.

There are no grounds upon which to deny the map. Therefore, with the conditions of approval, the subdivision and subdivision design will be consistent with the General Plan and State Subdivision Map Act as supplemented by Title 17 of the Gardena Municipal Code.

SECTION 3. SITE PLAN REVIEW APPROVAL.

Site Plan Review (#11-18) for the construction of a 114-unit condominium development in 22 buildings, is hereby approved based on the following findings and subject to the conditions attached hereto as Exhibit D. The plans being approved are those dated, August 29, 2019, attached hereto as Exhibit E as the same may be modified by the conditions of approval.

A. The proposed development, including the uses and physical design, is consistent with the intent and general purpose of the general plan and provisions of the municipal code.

As part of the Project, Developer has sought approval of a General Plan amendment and zone change designation. Staff has determined that based on the calculation of density on gross acreage prior to dedication, the General Plan land use and zoning should both be changed to high density residential and the Planning Commission has recommended approval of these changes.

The High Density Residential land use category provides for a high quality, multiple-family living environment consisting of three-story multi-unit buildings. The high density

multiple-family residential zone (R-4) implements this land use designation. The allowed density is a maximum of 30 units per acre under both the General Plan Land Use Plan and the City's Zoning Code.

In recommending approval of the General Plan Amendment and Zone Change, the Planning Commission has determined that high-density residential zoning represents good planning practices. The proposed density is approximately 20.36 units per acre and therefore falls within the allowable density requirements, so it is consistent with the General Plan and zoning.

The Project is also consistent with the following Goal and Policies of the General Plan Land Use Plan:

- LU Goal 1 – Preserve and protect existing single-family and low/medium-density residential neighborhoods while promoting the development of additional high quality housing types in the City.

- LU 1.1: Promote sound housing and attractive and safe residential neighborhoods.

- LU 1.2: Protect existing sound residential neighborhoods from incompatible uses and development.

- LU 1.4: Locate new medium- and high density residential developments near neighborhood and community shopping centers with commensurate high levels of community services and facilities.

- LU 1.5: Provide adequate residential amenities such as open space, recreation, off-street parking and pedestrian features in multifamily residential developments.

- LU 1.6: Ensure residential densities are compatible with available public service and infrastructure systems.

- LU 1.8: Minimize through-traffic on residential streets.

- LU 1.12: Require infill development to provide adequate amenities to minimize the impact of such development on the immediate neighborhood and on City services generally, including off-street parking to meet the additional demand placed on street parking.

As shown in the staff report, which is incorporated by reference, the site plan meets or exceeds all development standards of the zoning code.

B. The proposed development will not adversely affect the orderly and harmonious development of the area and the general welfare of the city.

As set forth above and in the staff report, which is incorporated by reference, the proposed site plan meets all of the development requirements, and the proposal, as conditioned, will be compatible with, and not detrimental to, the surrounding land uses and general welfare of the City.

SECTION 4. APPEAL.

The approvals for the Tentative Tract Map and Site Plan review may be appealed within 10 calendar days from adoption of this resolution. All appeals must be in writing and filed with the City Clerk within this time period with the appropriate fee. Failure to file a timely written appeal will constitute a waiver of any right of appeal.

SECTION 5. RECORD.

Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Project. All summaries of information in the findings which precede this section are based on the entire record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 6. CUSTODIAN OF RECORD.

The Custodian of Record for the proceedings relating to the Project, including the MND and MMRP, is Raymond Barragan, Community Development Manager, City of Gardena, 1700 W. 162nd Street, Gardena, California 90247. Mr. Barragan's email is rbarragan@cityofgardena.org and his phone number is 310/217-9546.

SECTION 7. NOTICE OF DETERMINATION.

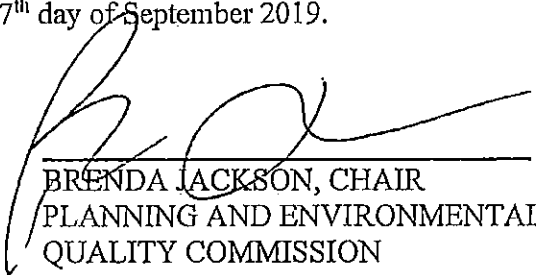
Staff is hereby directed to file a Notice of Determination of the approvals granted herein with the County Recorder's office within five working days from the date of approval.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately but the approvals granted by this Resolution shall only become effective if the City Council approves the General Plan Amendment and Zone Change as recommended in Section 1 above.

SECTION 9. CERTIFICATION.

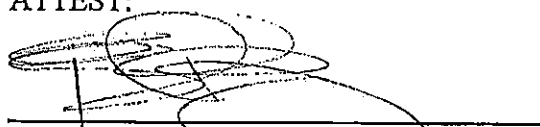
The Secretary shall certify the passage of this resolution.

PASSED, APPROVED, AND ADOPTED this 17th day of September 2019.



BRENDA JACKSON, CHAIR
PLANNING AND ENVIRONMENTAL
QUALITY COMMISSION

ATTEST:



RAYMOND BARRAGAN, SECRETARY
PLANNING AND ENVIRONMENTAL QUALITY COMMISSION
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF GARDENA

I, Raymond Barragan, Planning and Environmental Quality Commission Secretary of the City of Gardena, do hereby certify the following:

1. That a copy of this Resolution and the Attachments will be sent to the applicant and to the City Council as a report of the findings and action of the Planning and Environmental Quality Commission; and
2. That the foregoing Resolution was duly adopted by the Planning and Environmental Quality Commission of the City of Gardena at a regular meeting thereof, held the 17th day of September 2019, by the following vote of the Planning and Environmental Quality Commission:

AYES: Henderson, Pierce, Langley, Jackson
NOES:
ABSENT: Sherman

Attachments:

Exhibit A – Draft General Plan Amendment Resolution
o Exhibit – General Plan Land Use Map change
Exhibit B – Draft Ordinance Rezoning Property
o Exhibit – Zone Change Map
Exhibit C – Tract Map
Exhibit D – Conditions of Approval

Raymond Barragan

From: Terri Haase <savedals@pacbell.net>
Sent: Tuesday, September 17, 2019 5:02 PM
To: CDD Planning and Zoning
Cc: Tasha Cerda; Art Kaskanian; Mark Henderson; Dan Medina; Rodney Tanaka
Subject: Agenda Item 5: 1515 West 178th Street project

Dear Commissioners, I am sorry I cannot be there in person to speak on this agenda item but I wanted to express my opposition to the project referenced in Agenda Item 5 for 1515 West 178th Street. I only found out about this an hour ago. The builders attempted to get this project approved at least twice in years past but I and my neighbors strongly oppose it. The reasons are as follows:

Traffic will become horrendous for our entire neighborhood since there are limited ways in and out of the neighborhood. 178th Street is a two lane road with parking on either side. We are already impacted by traffic from Gardena High School on Normandie. People from the townhouse development will be racing up and down our formerly quiet neighborhood streets. If this development were able to have its only entrance and exit onto Artesia Blvd, there would be little traffic impact on my neighborhood.

In a disaster, the townhouse development has only one way in and out onto 178th Street. The huge amount of vehicles from that neighborhood will affect our ability to escape if we need to as well as theirs.

The parking provided for each townhouse unit is inadequate. The townhouse owners will be parking on our streets, which are already crowded.

Currently we have a nice, peaceful neighborhood. The trucking company does not bother us. The townhouse development will cause a huge negative impact. I object to rezoning the location from manufacturing to residential and I object to this high density project at this location.

Thank you for your assistance and consideration.

Sincerely,

William Haase
Terri Haase

17902 La Salle Avenue
Gardena, CA 90248

310-327-0953

Mark
Lassila

9/18/2019

1549 W 180th St
Gardena, ca 90248

Dale Pierce, Planning Commission

City of Gardena

Dear Commissioner Pierce,

LETTER OF APPEAL TO PLANNING COMMISSION HEARING SEPT, 17, 2019

Project location 1515 W 178th St

I was at the hearing and disappointed at the Commission's decision to approve the zoning change to allow building condominiums at said address . I am not much of a public speaker so , this letter will have to do . I oppose this decision for many reasons that follow : I live on 180th St and walk Denker Ave , 178th St every day and see what's going on with RoadEx and how the employees park on Denker Ave . RoadEx should provide parking for them , but there is no way to police this issue . I see the same thing happening with the condos . If you drive on 179th St , there are condos and apartments that provide parking , but you will not find a place to park on the street regardless . Neighborhood traffic that exists from Normandie Ave to Western Ave and 178th St to 182nd St we will have to deal with . The trucks are forbidden to drive south of 178th St due to weight restrictions , but cars are not ; and I foresee them on all north and south roads leading to 182nd St to use Western Ave or Normandie Ave . This will be difficult with the added traffic from the condo development . Since the condo development , along Artesia Blvd between Western Ave and Normandie Ave , along with the new traffic light there , 182nd St has become very busy with many speeders trying to avoid Artesia Blvd . A gridlock has already been created by the Artesia development . I do not want to see my neighborhood turn into this . My neighborhood was designed and built in the early 50s as single-home dwellings . Zoning changes west of Denker Ave differ , as you know . The Neighborhood was designed to handle the homes and business that exist today . How can we expect the adding on to the utilities and expect them to handle the resources of added population and keep providing services as they do ? We all know about the last drought and electric outages . Look no further than Redondo Beach where so much development is over loading the sewers . When is enough , enough ? In the 50s and 60s , when it got too crowded , people moved to the outlying areas , but now it seems we

are overcrowded . Look at the traffic on any Freeway ! This project was turned down by the city before as it does not fit in with the surrounding area , and nothing has changed since then . I see it as an eyesore , depreciating my home value and reducing my quality of life that will be disrupted . This part of Gardena is an oasis of peace and quiet , and the reason we all live here . My neighbors agree with me that we do not want to see the proposed change . Please take this under your consideration and reverse your decision in this matter .

Sincerely , Mark Lassila

Mark Lassila
resident since 1954

As for your concern for the few people living in the back row of the mobile home park , I do not believe you are concerned about the hundreds of people in the surrounding neighborhood that will have to deal with all the traffic this condo project will produce . The residents of the mobile home park knew when they decided to live there that it is next to an industrial-zoned area . The City of Gardena is chasing revenue this will provide and not looking out for the property owners who live here , and in some cases , vote for people that will represent their best interests !

GAIL M. LAIDONER
17815 Denker Avenue
Gardena, CA 90248

September 24, 2019

Dale Pierce
Commissioner, City of Gardena
1700 West 162nd Street
Gardena, CA 90247

Dear Commissioner Pierce:

Letter of Appeal to Planning Commission Decision on September 17, 2019 Relative to Project at
1515 West 178th Street Zone Overlay Change from Industrial to a "Mixed Use" Residential Site

This effort has been denied twice over the past years--Resolution #4941, clearly reiterates that this property was and is intended for industrial use. The construction of a project of this nature is NOT compatible with the already intended fabric of the City of Gardena. The structures south of 178th Street (between Denker Avenue and Western) are designated as HOME-BUSINESS. These are residents who operate their businesses, require client parking, plans for deliveries and other functions that facilitate their operation. This community was developed for this purpose.

The subject developer desires to construct an enclosed tall four-sided block wall filled with 114 three-four bedroom condominium units. There would be ONE exit on to an-already congested two-lane road that joins Western and Normandie Avenues. There is no signal at Western Avenue. The intersection at Normandie (railroad tracks) already proves to be very heavily congested. There is no other east/west access.

With the proposed 114 units, coupled with the number of bedrooms, logically, that could amount to 300 people or more. Needless to say, in an "evacuation" mode of emergency, that many people trapped within a square "block wall" would certainly be a tragedy—a very sad state of affairs for our City.

I have inspected other new developments within our City (Van Ness, Rosecrans, etc.). and they all appear to have many ingress/egress points—providing a safe environment for those residents. Actually, the newly constructed units on Western even have their own individual door access to the street.

Since the sewage issue at this location has always been a MAJOR problem, I questioned your representative, Mr. John Signo (Senior Planner), as to the progress on this issue. He was aware of the ongoing problem, and of this date, knew of no progress being made in this regard. He said this will have to be addressed at some point. The Dominguez Channel is also a major concern. It has overflowed twice since I have lived here (since 1984).

On the immediate north side of the proposed project, the So. Calif. Edison high power lines are located, along with the horse stable and the agricultural nursery. This is not a suitable environment for the

construction of a condominium development, and is not in compliance with the City's General Plan. (See Resolution #4941)

There have been no changes to this community over the past decades because of its land use diversity.

Needless to say, the proliferation of vehicles at this location would become, undeniably, enormous, and would greatly impede the flow of traffic on 178th Street, Evelyn, Denker and La Salle Avenues. Parking would become sparse for the community residents due to inadequate parking at the proposed complex.

One Commissioner was questioning whether there would be any play-like facilities for children in this complex. I don't see the relevancy in this question. The overall concern is much greater than that.

Please reconsider this proposal with professional eyes.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Gail Laidoner", written in a cursive style.

Gail M. Laidoner

gml

Raymond Barragan

From: Terri Haase <savedals@pacbell.net>
Sent: Tuesday, September 24, 2019 6:04 PM
To: CDD Planning and Zoning
Cc: Tasha Cerda; Art Kaskanian; Dan Medina; Mark Henderson; Rodney Tanaka; City Manager Web
Subject: Appeal of Planning & Environmental Quality Commission Decisions on Project at 1515 West 178th Street

Honorable Sirs and Mesdames:

I respectfully appeal the decisions of the Planning and Environmental Quality Commission made on Tuesday September 17, 2019 concerning the proposed townhouse project at 1515 West 178th Street (General Plan Amendment #2-18, Zone Change #3-18, Tentative Tract Map #6-18, Site Plan Review #11-18, and Environmental Assessment #20-18). I have reviewed all of the documentation for this project which is posted at <https://www.cityofgardena.org/environmental-documents/>. While the proposed parking for the 114 townhomes including 2 spaces inside of their garages and 67 guest parking spaces meets the city's requirements, I know this is not enough parking based on parking habits here in my own neighborhood where we have not only garages but driveways. Still our streets are full of cars parked at the curbs. In the proposed townhome project, no street parking will be allowed. This means that once all of the guest parking is full, people will be parking on our neighborhood streets. There is no way to force them to park only in their own garages. Many people will likely fill their garages full of stuff and be unable to park their cars inside their garages. In addition, it is probable that the townhome owners will have more than two cars because of adult children living with them.

I also reviewed the trip analysis provided by the builder. I believe the proposed trips attributed to the project are vastly under-counted. There will be at a minimum two adults living in each townhome and likely both will be working, which means that both will be driving cars during the usual rush hour times to go to and from work. This means there will be 228 trips in the morning and another 228 trips in the evening. This doesn't even take into account the adult children who will be living in the townhome project and driving their own cars. Our neighborhood infrastructure is not set up for this level of traffic. We've already experienced traffic from a high density project on 178th Street from the Garden West Estates Mobile Home Park. Normally they keep the gate onto 178th Street locked, however at times they have had to open this gate due to road work on Western Avenue. When the gate is open, residents from the mobile home park speed up and down La Salle Avenue, causing noise and traffic.

As you know, the neighborhood bounded by 178th Street, Western, Denker and 182nd has special HB zoning because most of the properties are combination home and business. The manufacturing zoning to our north is compatible with us. High density housing projects are not.

I don't know if it is possible, but perhaps the City could use eminent domain to acquire enough property all along the north side of the proposed project, mobile home park and manufacturing buildings to build a three lane road between Western Avenue and Normandie Avenue with signals at those intersections. One lane would be for parking and the other two lanes for traffic. If the 1515 West 178th Street project opened onto this new road instead of 178th Street, the project would have little to no impact on our neighborhood. This would also alleviate a lot of the traffic problems we already have

on 178th Street. I know additional housing is desperately needed in our city but it needs to be built in such a way that does not degrade current residents' quality of life.

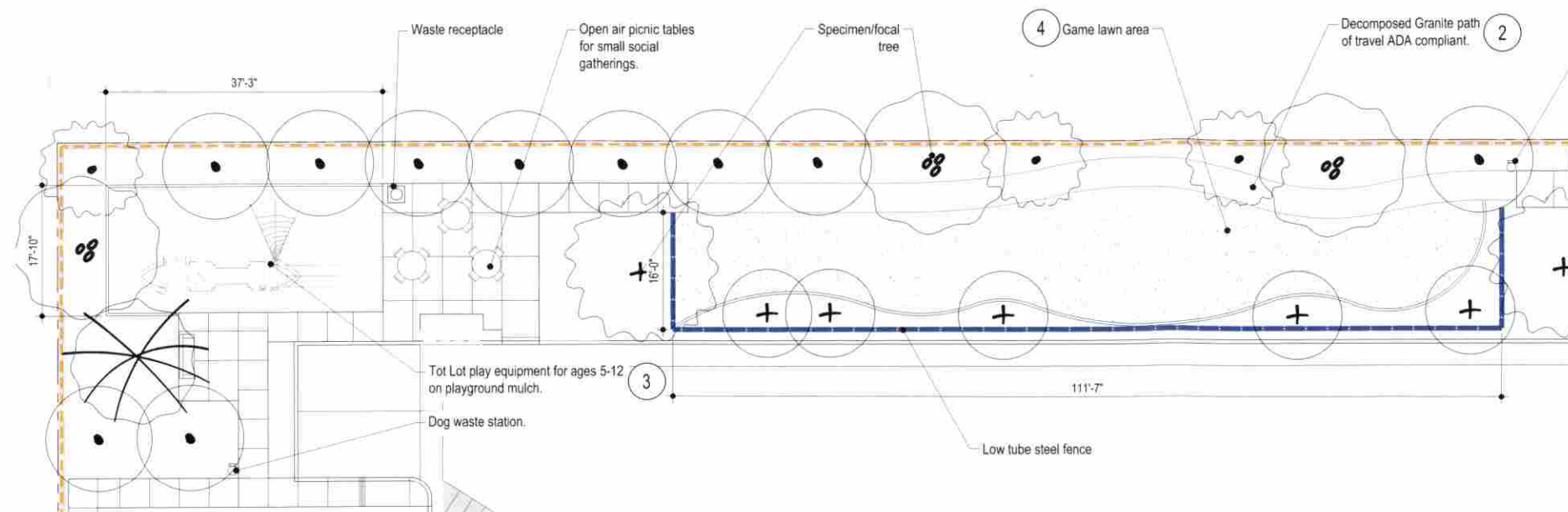
Thank you very much for listening and also for your service to our City. Please advise me of any next steps I need to do.

Sincerely,

Mrs. Terri Haase
Mr. William Haase

17902 La Salle Avenue
Gardena, CA 90248

310-327-0953



Active Zone #1 - Plan Enlargement
Scale: 1" = 10'

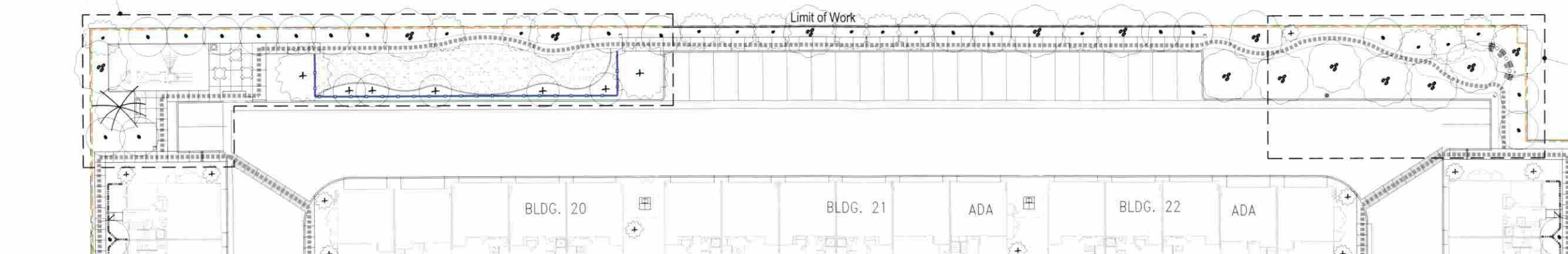


Passive Zone #2 - Plan Enlargement
Scale: 1" = 10'



Active Zone #1

Passive Zone #2



Plan View - Rec. Enlargements
Scale: 1" = 20'

Open Space Enlargements

Case Details

City of Gardena

Case Number

C14-0969

Description: Noise Concern			Status: ADMIN CLOSE
Type: NUISANCE		Subtype: NOISE	
Opened: 10/29/2014	Closed: 8/8/2019	Last Action: 8/8/2019	Flw Up:
Site Address: 1515 W 178TH ST GARDENA, CA 90248			
Site APN: 6106013040		Officer: RBAILON	
Details:			

Case Summary	
DAYS	1744
INSPECTIONS	
VIOLATIONS	
ACTIONS	126

☒ CASE_OPEN

☐ OPEN

☐ COMPLETED

ADDITIONAL SITES

LINKED CASES

CHRONOLOGY

CHRONOLOGY TYPE	STAFF NAME	ACTION DATE	COMPLETION DATE	NOTES
ADMIN CLOSE	RBAILON	8/8/2019	8/8/2019	After speaking to management, this case has been closed out for the time being as no further complaint has been received and Malia Homes is currently in the process of submitting plans to obtain permits to renovate the property. This case may be reopened once I receive complaints again regarding the noise.
COMPLAINT SUBMITTED	RBAILON	10/18/2017	10/18/2017	Received a complaint from erivalencia1@gmail.com regarding the vehicles audible back up alarms taking place between 10PM-12AM and around 12AM-6AM. There was no other evidence attached to the complaint. Will email the RP to have the submit more evidence.
COMPLAINT SUBMITTED	RBAILON	11/20/2017	11/20/2017	Received another complaint from the property manager of Garden West Estates regarding Rodex operating at 10AM-12AM. Will notify Johnny Quan of the complaint we received. Reference GD 3443772.

Case Details

City of Gardena

Case Number

C14-0969

COMPLAINT SUBMITTED	RBAILON	11/13/2017	11/13/2017	<p>Received a complaint via Gardena Direct regarding Rodex operating at 5AM, the smell emitting from the idling vehicles, and other pollutants in the air coming from the business. Stephany emailed Rodex regarding this complaint as well. GD #3432715.</p> <p>11/13/2017 From: Stephany Santin <ssantin@cityofgardena.org> To: Johnny Kwan <johnny.kwan@roadexamerica.com> Robin Bailon <rbailon@cityofgardena.org> Rob Chan <rob.chan@roadexamerica.com> Robin Zepeda <robin.zepeda@roadexamerica.com> Carla Lopez <carla.lopez@roadexamerica.com> Re: RoadEx complaint 11-13-17</p> <p>Hello,</p> <p>Received a complaint about operations beginning at 5am. Could you please remind staff about avoid keeping the noise levels down.</p> <p>..... Thanks,</p> <p>Stephany</p> <p>Johnny responded to Stephany's email. See below.</p> <p>11/13/2017 From: Johnny Kwan <johnny.kwan@roadexamerica.com> Re: RoadEx complaint 11-13-17</p> <p>Thanks for your alert, Stephany. We will put out a reminder.</p>
COMPLAINT SUBMITTED	RBAILON	4/11/2018	4/11/2018	<p>Received a complaint from Garden West Estates property manager regarding idling vehicles from 9:30PM-now. Johnny Kwan was advised of this complaint as well as Lt. Lee via email.</p> <p>GD #: 4000011</p>

Case Details

City of Gardena

Case Number

C14-0969

COMPLAINT SUBMITTED	RBAILON	4/11/2018	4/11/2018	GD #: 4000011
NOTE	GJIMENEZ	6/25/2015	6/25/2015	<p>Action Created (GJ)</p> <p>On June 22, 2015 I CEO Jimenez and Fire Inspector Brady re-inspected the property and saw that the debris was moved from the northwest corner of the property. The company still has debris on the northeast corner and they are in the process of removing it. The Fire Inspector Brady gave the business until July to remove the items.</p>
NOTE	LPINELA	10/24/2014	10/24/2014	<p>Action Created (LP)</p> <p>On 10/24/14, officers responded to the area and the noise level indicator read as "lo"</p> <p>(LP)</p> <p>Read as "lo" maximum decibel level at 56.6 decibel at 2217 hours. At 2220 hours it read as 68.1. It should be noted several trucks entered and left the business during the course of both sound samples.</p>
NOTE	LPINELA	10/25/2014	10/25/2014	<p>Action Created (LP)</p> <p>On 10/25/14, at 1220 hours, officers responded to the location and conducted a noise sample that had a reading of 68.1. At this time three trucks entered the business during this reading</p>
NOTE	LPINELA	10/25/2014	10/25/2014	<p>Action Created (LP)</p> <p>On 10/25/14, at 0335 hours, officers conducted a third noise sample that had a minimum reading of 48.8 and a maximum reading of 77.0. The final reading taken at 0449 hours in front of unit #188 of the adjacent mobile home park had a minimum reading of 67.5 which is considered low</p>

Case Details

City of Gardena

Case Number
C14-0969

NOTE	LPINELA	10/25/2014	10/25/2014	<p>Action Created (LP)</p> <p>On 10/25/14, at 2205 hours, officers responded to the location and conducted a noise sample that had a reading of 68.4. The second reading was 71.7.</p>
NOTE	LPINELA	10/26/2014	10/26/2014	<p>Action Created (LP)</p> <p>On 10/26/14, at 1257 hours, officers responded to the location and conducted a noise sample that had a reading of 66.8. A second reading taken in front of unit #188 had a reading of 66.5</p>
NOTE	LPINELA	10/26/2014	10/26/2014	<p>Action Created (LP)</p> <p>On 10/26/14, at 0415 hours, officers responded to the location and conducted a noise sample that had a reading of 78.6. A second reading taken in front of unit #188 had a reading of 68.3.-It should be noted that all sound samples taken are approximately 10-15 minutes long.</p>
NOTE	LPINELA	10/27/2014	10/27/2014	<p>Action Created (LP)</p> <p>On 10/27/14, at 0034 hours, officers responded to the location and conducted a noise sample that had a reading of 42.5. A second reading taken in front of unit #188 had a reading of 43.0. Lastly, a reading of 55.4 was taken.</p>
NOTE	LPINELA	10/27/2014	10/27/2014	<p>Action Created (LP)</p> <p>On 10/27/14, at approximately 0253 hours a noise sample was taken with a reading of 43.7 and a maximum of 61.6. At 0303 hours, a reading showed 63.8. It should be noted the semi truck was still in use and the reverse beeping was recorded during the sample.</p>
NOTE	LPINELA	10/27/2014	10/27/2014	<p>Action Created (LP)</p> <p>On 10/27/14, at approximately 0453 hours, a noise sample was taken with a reading of 55.6. A second noise sample was taken in front of unit 188 and a reading showed of 42.9.</p>

Case Details

City of Gardena

Case Number

C14-0969

NOTE	LPINELA	10/27/2014	10/27/2014	<p>Action Created (LP)</p> <p>On 10/27/14, at approximately 0254 hours, officers advised RoadX employee about the noise. He complied by turning off his truck and notified his superior.</p>
NOTE	LPINELA	10/27/2014	10/27/2014	<p>Action Created (LP)</p> <p>On 10/27/14, at approximately 2251 hours, a noise sample was taken with a reading of 67. It should be noted semi truck was running on the driveway while the sample was taken. A second noise sample was taken in front of #188 with a reading of 65.3 which was consistent with a truck reversing.</p>
NOTE	LPINELA	10/28/2014	10/28/2014	<p>Action Created (LP)</p> <p>On 10/28/2014, at approximately 0136 hours, a noise sample was conducted with a reading of 67.1. It should be noted two trucks were running in the driveway at the time the sample was taken. The second noise sample was taken at 0149 hours. The reading was 64.9.</p>
NOTE	LPINELA	10/28/2014	10/28/2014	<p>Action Created (LP)</p> <p>On 10/28/14, at approximately 0423 hours a noise sample was taken with a reading of 45.9. The second noise sample was taken at unit 188 at 0436 hours, with a reading of 59.5.</p>
NOTE	LPINELA	10/30/2014	10/30/2014	<p>Action Created (LP)</p> <p>On 10/28/14, at approximately 1104 hours, a noise sample was taken with a reading of 50.2. A second noise sample was taken with a reading of 54.5</p>
NOTE	LPINELA	10/29/2014	10/29/2014	<p>Action Created (LP)</p> <p>On 10/29/14, at approximately 0311 hours, a noise sample was taken with a reading of 51.9.</p>

Case Details

City of Gardena

Case Number

C14-0969

NOTE	LPINELA	10/29/2014	10/29/2014	Action Created (LP) On 10/29/14, at approximately 0443 hours a noise sample reading was taken with a reading of 42.4 and a maximum of 51.4. A second noise sample was taken at 0452 hours with a reading of 46.5
NOTE	LPINELA	10/29/2014	10/29/2014	Action Created (LP) On 10/29/14, at approximately 2220 hours, a sound sample was taken with a minimum reading of 64.6 and a maximum reading of 83.7. It should be noted that a total of three trucks were running while sample was taken. A second noise sample was taken in front of unit 188, at approximately 2234 hours, with a low minimum of 67.7.
NOTE	LPINELA	10/31/2014	10/31/2014	Action Created (LP) On 10/30/14, at approximately 0300 hours, a sound sample was taken with a maximum reading of 66.5. It should be noted that a total of two trucks were running while sample was taken. A second noise sample was taken in front of unit 188, at approximately 0307 hours, a low and max reading showed 62.8. The company was advised about the noise complaints and noise hours per GMC. The drivers were advised no more working and complied by turning off trucks.
NOTE	LPINELA	10/30/2014	10/30/2014	Action Created (LP) On 10/30/14, at approximately 0158 hours, a sound sample was taken with a minimum reading of 56.3 and a maximum reading of 77.2. It should be noted that a total of two trucks were running while sample was taken. A second noise sample was taken in front of unit 188, at approximately 0210 hours, with a low minimum of 66.5. It should be noted trucks were heard working/ reversing while the sample was taken.

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NOTE	LPINELA	11/10/2014	11/10/2014	<p>Action Created (LP)</p> <p>Unknown residence of gardena west estates called this morning at 0345 regarding loud noises coming from Road X.</p>
NOTE	LPINELA	11/14/2014	11/14/2014	<p>Action Created (LP)</p> <p>While checking the voicemails earlier this morning I received noise complaints at the following times:</p> <ul style="list-style-type: none"> • 11/13/14 at 0335 hours • 11/13/14 at 0404 hours • 11/14/14 at 0206 hours • 11/14/14 at 0303 hours • 11/14/14 at 0324 hours
NOTE	LPINELA	12/2/2014	12/2/2014	<p>Action Created (LP)</p> <p>Please see attached letters.</p>
NOTE	LPINELA	12/3/2014	12/3/2014	<p>Action Created (LP)</p> <p>The following are noise complaints from a resident of the Gardena Western Estates. On November 27th, at approximately 0530 hours loud noises were heard which did not allow her to sleep. On November 28th, at 0320 hours she mentioned there was trash and fumes at the area and the noise was unbelievable. At 0430 hours, another voicemail was left regarding dropping of containers and a motor engine on all day. On December 2nd at approximately 0400 hours, the same resident left a voicemail complaining about the noise levels. She then called on December 3rd at 0400 hours stating that the engine noise from RoadEx Trucks did not allow her to sleep.</p>

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NOTE	LPINELA	12/3/2014	12/3/2014	Action Created (LP) It should be noted that the resident does not leave a contact number or a name.
NOTE	LPINELA	12/16/2014	12/16/2014	
NOTE	LPINELA	12/23/2014	12/23/2014	Action Created (LP) Ms. Linda reported on 12/23/14, at approximately 0400 hours that road x continues to make loud noises. Noises are waking up neighbors.
NOTE	LPINELA	1/8/2015	1/8/2015	Action Created (LP) Hi Stephany, I got this same picture from Erika. I'm just as puzzled as I swear to you that we have not installed any new lighting and this light had been here since day one, but the concern is just now surfacing? -----Original Message----- From: Stephany Santin [mailto:ssantin@ci.gardena.ca.us] Sent: Monday, January 05, 2015 10:22 AM To: johnny.kwan@roadexamerica.com Subject: FW: RoadEx [Spam score:11%] [Spam score:8%] Hi Johnny, Please see attached picture. There are some concerns that the windows might not help. I think the wall may be a better option but obviously that costs much more. Thanks, Stephany L. Santin

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NOTE	LPINELA	1/9/2015	1/9/2015	<p>Action Created (LP)</p> <p>Ms. Linda reported a noise complaint (Road Ex) on January 7th, 2015, at approximately 0400 hours and also at 0600 hours.</p>
NOTE	LPINELA	12/4/2014	12/4/2014	<p>Action Created (LP)</p> <p>Hi Stephany,</p> <p>Thanks for this. We've really taken steps in correcting this and surprised that this is continuing. We have an onsite security to make sure we're taking the right steps. We'll investigate into this matter again and fix it.</p> <p>From: Stephany Santin [mailto:ssantin@ci.gardena.ca.us] Sent: Thursday, December 04, 2014 10:09 AM To: Johnny Kwan Subject: FW: Road Ex Trucks -Gardena Western Estates</p> <p>Hi Johnny,</p> <p>I have a few more complaints. Please see below.</p> <p>Thanks,</p> <p>Stephany L. Santin Assistant Community Development Manager City of Gardena 1700 W. 162nd Street Gardena, CA 90247 310-217-9648</p> <p>From: Lilliana Pinela Sent: Wednesday, December 03, 2014 9:56 AM To: Stephany Santin Subject: Road Ex Trucks -Gardena Western Estates</p> <p>The following are noise complaints from a resident of the Gardena Western Estates. On November 27th, at approximately 0530 hours loud noises were heard which did</p>

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				not allow her to sleep. On November 28th, at 0320 hours she mentioned there was trash and fumes at the area and the noise was unbelievable. At 0430 hours, another voicemail was left regarding dropping of containers and a motor engine on all day. On December 2nd, at approximately 0400 hours, the same resident left a voicemail complaining about the noise levels. She then called on December 3rd, at approximately 0400 hours stating that the engine noise from RoadEx Trucks did not allow her to sleep.
NOTE	LPINELA	12/30/2014	12/30/2014	

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NOTE	LPINELA	2/19/2015	2/19/2015	<p>Action Created (LP)</p> <p>Hi Stephany, This isn't true and we aren't being sold. You may be getting inquiries of about our land and potentially building residential units on it as our option to be better neighbors. Please keep no the lowdown... :-)</p> <p>-----Original Message----- From: Stephany Santin [mailto:ssantin@ci.gardena.ca.us] Sent: Wednesday, February 18, 2015 5:53 PM To: Johnny Kwan Subject: RE: RoadEx [Spam score:11%] [Spam score:8%]</p> <p>Hi Johnny,</p> <p>There are some rumors going around that RoadEx is being sold, is this true?</p> <p>Thanks,</p> <p>Stephany L. Santin Assistant Community Development Manager City of Gardena 1700 W. 162nd Street Gardena, CA 90247 310-217-9648</p>
NOTE	LPINELA	1/5/2015	1/5/2015	

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NOTE	LPINELA	3/16/2015	3/16/2015	<p>Action Created (LP) _____ Good Morning, Vince and Stephany,</p> <p>The attached anonymous communication (along with identical envelopes individually addressed to each member of Council) were found in the City Council mailbox in the mailroom this morning. The photocopied business cards at the top of the letter were provided with the communication that was received.</p> <p>Your investigation and a report of your follow-up to Mitch (for him to provide to Mayor and Council) would be appreciated.</p> <p>Thank you very much, Nancy</p>
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NOTE	LPINELA	3/16/2015	3/16/2015	Action Created (LP) Please see attachments for anonymous letter.
				<p>Good Morning, Vince and Stephany,</p> <p>The attached anonymous communication (along with identical envelopes individually addressed to each member of Council) were found in the City Council mailbox in the mailroom this morning. The photocopied business cards at the top of the letter were provided with the communication that was received.</p> <p>Your investigation and a report of your follow-up to Mitch (for him to provide to Mayor and Council) would be appreciated.</p> <p>Thank you very much, Nancy</p>

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NOTE	LPINELA	4/20/2015	4/20/2015	<p>Action Created (LP) Team,</p> <p>Please keep an eye out on the above address (Roadex). I'm sure you're all aware that this location has been the source of complaints in the past. Citizens have complained about an increasing level of noise coming from the trucks that drive up to and away from the business. They stated that the trucks are driving up to the business at night (usually between 2200-0000 HRS and 0500-0700 HRS) with their lights off, possibly in order to bring less attention to themselves. The trucks then make loud noise while waiting and then backing out of the business.</p> <p>Please keep Roadex in your patrol focus and respond to the location upon receiving any calls from area citizens. I'm sure that they will comply with our City Ordinances once we give them a few reminders, just like before.</p> <p>Thanks,</p> <p>V</p>
NOTE	LPINELA	4/20/2015	4/20/2015	<p>Action Created (LP)</p> <p>Please see the attached letter sent from the Garden West Estates on April 16, 2015.</p>
NOTE	LPINELA	4/22/2015	4/22/2015	<p>Action Created (LP) Hi Stephany,</p> <p>I will circulate a notice to our residents.</p> <p>Thank you,</p>

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Erika Valencia
Property Manager
Garden West Estates

17700 S. Western Avenue
Gardena, CA 90248
(310) 329-2332 Phone
(310) 329-2398 Fax
gardenwest@newportpacific.com

From: Stephany Santin [mailto:ssantin@ci.gardena.ca.us]
Sent: Wednesday, April 22, 2015 10:35 AM
To: Garden West
Cc: Liliana Pinela
Subject: Reporting Procedures

Hi Erika,

As you know we have received complaint letters regarding the noise coming from RoadEx. We need your help in order to cite them for the noise violation. Could you please call our non-emergency dispatch line 310-323-7911 when you hear or see trucks after 10pm? Lt. Osorio has advised the officers of the problems and they will properly address this issue. We need to know as the problem is going on and your calls will help.

If you could also advise your residents that would be helpful.

Please let me know if you have any questions.

Stephany L. Santin

NOTE

LPINELA

4/22/2015

4/22/2015

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NOTE

LPINELA

4/22/2015

4/22/2015

Action Created
(LP)
Please see attachment C14-0969 04.20.15 to view letter
received from Gail Laidoner.

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NOTE	LPINELA	4/22/2015	4/22/2015	<p>Action Created (LP) Stephany,</p> <p>As follow-up to the copy you received of the memo from Gail Laidoner to MPT Terauchi, Mr. Terauchi called here this afternoon...asking that you be given Ms. Laidoner's phone number so that you and she can communicate. He also asked that I point out that the statements written by the Manager of ROAD Ex about no activity after 11:00 p.m. are false, based on this report to him from Ms. Laidoner. (FYI, Ms. Laidoner is a member of the Gardena Beautiful Committee, appointed by Councilman Medina).</p> <p>As a courtesy to Ms. Laidoner, I called her to receive her okay to give her phone number to you. She has given her approval. Her phone number is 310 / 769-4931. I'm copying Lt. Niko on this email because she said she has spoken with him numerous times (in Gardena Beautiful Committee meetings) about the ROAD Ex matter. She also knows that you received a copy of her memo.</p> <p>In addition, she told me that her home is positioned so that she can see the ROAD Ex driveway. She believes that hers is the only home from which the driveway can be observed. This is why she was able to record and report what she did to MPT Terauchi about the truck activities. She also told me that she realizes that truckers need to make money; they have families to support, etc. It is just unfortunate that their trucks (especially the diesel ones) make so much noise....and have all the automatic back-up bells and beeping that goes on at all hours.</p> <p>Nancy Ward</p>
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NOTE	LPINELA	4/27/2015	4/27/2015	<p>Action Created (LP)</p> <p>From: "Brady, Daniel" <Daniel.Brady@fire.lacounty.gov> Date: 04/27/2015 7:51 AM (GMT-08:00) To: Stephany Santin <ssantin@ci.gardena.ca.us> Subject: RE: 1515 178th- Roadex [Spam score:9%]</p> <p>Good Morning,</p> <p>Yes, we are planning on doing a inspection on this address. I am currently looking up the fire code that deals with this type of plant. I will stop by this week and let you know what I find.</p> <p>Dan</p> <hr/> <p>From: Stephany Santin [ssantin@ci.gardena.ca.us] Sent: Thursday, April 23, 2015 3:38 PM To: Brady, Daniel Cc: Liliana Pinela Subject: 1515 178th- Roadex</p> <p>Hi Dan,</p> <p>Please see attached. Could you please conduct an inspection? We want to make sure this is not a hazard.</p> <p>Thanks,</p> <p>Stephany L. Santin Assistant Community Development Manager City of Gardena 1700 W. 162nd Street Gardena, CA 90247 310-217-9648</p>
NOTE	LPINELA	4/27/2015	4/27/2015	

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NOTE	LPINELA	4/29/2015	4/29/2015	<p>Action Created (LP) Hi Stephany,</p> <p>We've talked to Johnny Kwan from Roadex and now we're thinking it may be of best interest for both parties if we build a wall. However, I know the city normally approves a standard 6-8-foot wall but obviously in this case that wouldn't do a thing because these containers are much bigger than that.</p> <p>I was wondering if you could refer me to anyone in the city that could tell me how tall a wall we could build as a noise & fumes barrier.</p> <p>Best, Erika Valencia Property Manager Garden West Estates</p>
NOTE	LPINELA	5/18/2015	5/18/2015	<p>Action Created (LP) Please view "Sound Study" memo to Chief under attachments.</p>
NOTE	LPINELA	5/20/2015	5/20/2015	<p>Action Created (LP) Letter from the Gardena West Estates was received on 5/18/15. Please see attachment.</p>
NOTE	LPINELA	7/9/2015	7/29/2015	<p>Action Created (LP) Please see attached letter from Garden West Estates. Code Enforcement will contact AQMD</p>

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NOTE	LPINELA	7/15/2015	7/15/2015	<p>Action Created (LP)</p> <p>Ok thanks. Please place a copy of the submittal just in case they want to verify we submitted the request to AQMD.</p> <p>Stephany L. Santin Assistant Community Development Manager City of Gardena 1700 W. 162nd Street Gardena, CA 90247 310-217-9648</p> <p>From: Liliana Pinela Sent: Wednesday, July 15, 2015 8:29 AM To: Stephany Santin Subject: RE: Roadex- AQMD</p> <p>I contacted AQMD last Thursday and Friday and both times the operator stated they do not handle fumes that come from the idling trucks. I was redirected to Air Resources and they also said they could not assist that it would be AQMD handle.</p>
NOTE	LPINELA	7/15/2015	7/15/2015	

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NOTE	LPINELA	8/14/2015	8/14/2015	<p>Action Created (LP) An email was forwarded to Mr. Chan from Fire Inspector, — Daniel Brady. Please see below:</p> <p>(LP) Hello Mr Chan, Here is a attached inspection letter for you to use as a guide. Please call me with any question. Overall their has been some improvement. We just need a little more. We are willing to give you more time if needed. Thanks for you're cooperation. Inspector Brady.</p> <p>(LP) Attached are the photos of the inspection on 08/11/15.</p>
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NOTE

LPINELA

11/17/2015

11/17/2015

Hi Stephany,
Many of these are outside carriers that we had warned many times and that they should park somewhere away until their delivery appointment time. Many of these outside carriers tend to show up outside their appointment times with attempts to get serviced earlier. As you can see, these pictures are not our drivers. We will continue to warn them but I do understand if you must cite them.

From: Stephany Santin [mailto:ssantin@ci.gardena.ca.us]
Sent: Tuesday, November 17, 2015 3:10 PM
To: johnny.kwan@roadexamerica.com
Cc: Liliana Pinela; Raymond Barragan
Subject: Idling Vehicles [Scanned]

Hi Johnny,

I am sorry to keep bothering you but we keep having a problem with trucks idling on 178th. The above pictures show two trucks idling on 178th waiting to get into RoadEx. They were there for at least 20 min. As we discussed, this causes a dangerous situation since cars have to maneuver around them onto oncoming traffic to get around the trucks. Please note that if they continue to idling on 178th they will be cited.

Thanks,

Stephany L. Santin
Assistant Community Development Manager
City of Gardena
1700 W. 162nd Street Gardena, CA 90247
310-217-9648

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NOTE	LPINELA	11/17/2015	11/17/2015	<p>Hi Johnny,</p> <p>I am sorry to keep bothering you but we keep having a problem with trucks idling on 178th. The above pictures show two trucks idling on 178th waiting to get into RoadEx. They were there for at least 20 min. As we discussed, this causes a dangerous situation since cars have to maneuver around them onto oncoming traffic to get around the trucks. Please note that if they continue to idle on 178th they will be cited.</p> <p>Thanks,</p> <p>Stephany L. Santin Assistant Community Development Manager City of Gardena 1700 W. 162nd Street Gardena, CA 90247 310-217-9648</p>
				<p>Hi Mitch,</p> <p>This is a follow up to the letter received on November 11, 2015 regarding RoadEx Trucking. Both Raymond and myself have been working with the property managers of Garden West and RoadEx. District 3 officers have been instructed to cite trucks if the trucks are on the street idling.</p> <p>Tonight (11/17), we have a Code Enforcement working until 11pm to conduct a sound study because the tenants of Garden West Estates state that the noise happens after 9pm. We have issued RoadEx NOVs to clean up their property which they did and also to keep the noise levels down. If they are in violation tonight we will issue a citation.</p> <p>In the letter they mention AQMD went out to the location. I was the one that contacted AQMD in an effort to assist them. We are trying to help them as much as we can but when we</p>

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LPINELA

11/17/2015

11/17/2015

don't find anything the residents say it's because we were there. RoadEx has mentioned on several occasions that they are looking to relocate that is why they are not in favor of building a wall that is very costly.

I will update you tomorrow in regards to the results of the sound study.

Thanks,

Stephany L. Santin
Assistant Community Development Manager
City of Gardena
1700 W. 162nd Street Gardena, CA 90247
310-217-9648

From: Johnny Kwan
[mailto:johnny.kwan@roadexamerica.com]
Sent: Thursday, November 05, 2015 8:42 AM
To: Stephany Santin
Cc: Steven Thomure; Liliana Pinela
Subject: RE: Noise Complaint [Scanned] [Spam score:9%]

Thanks for the heads up, Stephany. We'll reinforce with our drivers.

From: Stephany Santin [mailto:ssantin@ci.gardena.ca.us]
Sent: Wednesday, November 04, 2015 5:49 PM
To: johnny.kwan@roadexamerica.com
Cc: Steven Thomure; Liliana Pinela
Subject: Noise Complaint [Scanned]

Hi,

I received a call about loud noise. I believe you and Raymond discussed a plan to reduce the noise. If you could please advise your employees and the drivers to reduce the noise that would be greatly appreciated.

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				Thanks, Stephany L. Santin Assistant Community Development Manager City of Gardena 1700 W. 162nd Street Gardena, CA 90247 310-217-9648
NOTE	LPINELA	11/23/2015	11/23/2015	CEO Thomure conducted a sound study on 11/17/15 at 2158 hours. Please see attachment for full report.
NOTE	LPINELA	11/24/2015	11/24/2015	<p>From: Erick Lee Sent: Tuesday, November 24, 2015 1:26 PM To: Stephany Santin Subject: FW: survey data from 1500 178th St FW: Message from "PDBTColorCopier" [Scanned]</p> <p>Info in case you guys get speed complaint on 178th St.</p> <p>-----Original Message----- From: Matthew Hassoldt Sent: Tuesday, November 24, 2015 1:09 PM To: Erick Lee Subject: RE: survey data from 1500 178th St FW: Message from "PDBTColorCopier" [Scanned]</p> <p>The posted speed limit is 35mph. 85% of vehicles were traveling at or below 33mph. The average speed of the 15,351 vehicles surveyed was 21.54mph. This roadway does not appear to have a speeding problem and it does not meet standardized criteria for speed hump installation.</p> <p>Matthew Hassoldt Traffic Investigator Gardena Police Dept. Office: 310-217-6189 Fax: 310-217-6139</p>

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				<p>"There is nothing noble in being superior to your fellow man; true nobility is being superior to your former self." - Ernest Hemingway</p> <p>NOTICE: This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. Unauthorized disclosure or failure to maintain confidentiality may subject you to federal and state penalties. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission. If verification is required please request a hard-copy version.</p>
NOTE	LPINELA	12/2/2015	12/2/2015	<p>Between 1148 and 1203 hours, I stood by the Gardena Estates and Roadex. At the time, the noises heard included beeping when the trailer was going on reverse and the noise of the trailer's engine.</p>
NOTE	LPINELA	12/14/2015	12/14/2015	<p>On Thursday 12/10/15, at approximately 0625 hours, we received a voicemail stating that Roadex Trucking was disturbing her peace so she contacted dispatch.</p> <p>On Friday, 12/12/15, at approximately 0615 hours, another voicemail was left on 171 extension stating that Roadex Trucking did not let her sleep well but did not contact dispatch.</p> <p>Please note : she does not leave a call back number.</p>

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NOTE	LPINELA	1/21/2016	1/21/2016	Spoke with Linda (Unit 189) today, and she mentioned that I missed the noise she was calling about. Between the hours of 0400-0900, loud noises can be heard coming from the southwest corner. I also went inside her home and took photographs of cracks in the wall which she believes are coming from the droppings of containers from Roadex. I advised her to contact the police department when incidents occur after 1730-0730.
NOTE	LPINELA	1/25/2016	1/25/2016	Morning Officer Pinela, I have a "tid-bit" observation that I need to share with you. When we spoke on Thursday about the noise and fumes being generated early in the mornings by all the trucks that are parked behind me (you've seen the pictures), you were going to try and get a patrol car to check it out. Guess what? For the first time EVER, all of those trucks, which are usually gone by 9am, were all there! Not a single vehicle in any of the rows were idling, spewing fumes, honking, employees yelling or moving, you know...what trucks and their drivers do! Amazing! How did they know Gardena PD was checking on them Friday? Did they get caught did nothing for one morning? They did start and move every vehicle a little later, after 9am. But normally they are usually gone by that time. No one is allowed to sleep in the morning, ever...not even on holidays. Everything was back to their normal noise/vibration/smell, etc., after Friday morning. Please, keep the patrol cars coming....you to. "Quite Time" and mornings are quite rough. We need your help. Hope your partner is feeling better, that "enforcement" will take place soon and RoadEx will build the wall. Thanks, Linda
NOTE	LPINELA	1/22/2016	1/22/2016	On 1/22/16, I conducted an inspection. At the time of arrival, I did not hear noises mentioned by Linda. She wanted to show me that her home is no longer leveled and also there are cracks in the walls because of the droppings from Road-ex/

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NOTE	RBAILON	7/21/2017	7/21/2017	<p>Received instructions from Stephany to contact Linda regarding Rodex. I called Linda and met with her at her unit where she discussed the issue of the compressor located near her side of the mobile home park. I asked Linda if compressor is currently on and per Linda, the compressor issue is inconsistent as it is attached to a truck that is gone for the day. Linda had also showed me photos of the Rodex lot from her window upon which I forwarded those photos to me email. I noticed in one of the photos that there is a truck parked inside the lot that is unrelated to Rodex (party supply truck). I told Linda that I will speak to Raymond regarding this vehicle and see if we can start issuing notices. If indeed these vehicles are parked on the Rodex parking lot with no relation to Rodex, then it would seem that Rodex is subleasing their parking lot area which is considered an expansion of use. Linda also proposed the development of a block wall dividing Garden West Estates and Rodex.</p> <p>Later in the afternoon around 4:30PM, I spoke to Raymond regarding my visit with Linda and per Raymond, the reason we were unable to issue a notice before was due to the fact that we were under the impression that the Rodex property was on escrow which did not fall through. Due to the change in development, I will speak to Stephany and see if we can start issuing out notices. Same goes for the vehicles unrelated to Rodex that are parked inside the lot.</p> <p>Linda (424)789-2256 Unit # 189</p>
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NOTE	RBAILON	8/24/2017	8/24/2017	Spoke to Stephany regarding Ericka's call and asked if it were possible that we can send out notices to Roadex as communicating with Johnny Quan is not working out. Per Stephany, we do really have much evidence due to the fact that this is taking place late at night to early morning. We do not have sufficient audio to use as our basis for issuing a notice and whenever we receive complaints and go out to the location, the noise is gone. Per Stephany, there is not much we can do as far as sending out notices and citations for the reason that we have nothing to work with other than hearsay. Stephany instructed me to reach out to Johnny Quan once more and to notify the district LT.
NOTE	RBAILON	8/26/2017	8/26/2017	Received a Gardena Direct request from Ericka regarding Rodex Trucking and how noise is coming from the business early in the morning. Ericka filmed one of the Rodex trucks idling at 5:30 in the morning and in the background you can hear another truck reversing causing a beeping sound. She was not able to attach the entire video of what was taken, but attached a clip of the video taken today.
NOTE	RBAILON	9/1/2017	9/1/2017	Spoke to Raymond and Stephany regarding this GD submission from Ericka. Stephany ask that i attach the video to the case and asked that i notify Johnny Quan of Garden West Estates concern. I then spoke to Raymond who asked that I do more research on this business in regards to zoning noise before meeting with Johnny's temporary representative.
NOTE	RBAILON	9/26/2017	9/26/2017	Went out to the location and met with Marji, Todd, and Linda regarding the complaint I received about the exhaust coming from the idling truck. All three parties indicated that the drivers would leave the truck idling for more than 15 minutes and would still back up onto the gated fence. They informed me that this is taking place early in the morning (starting from 3AM). During my visit there it was already around 8-9AM. I advised them that I will make contact with the managers and see what's going on.

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NOTE	RBAILON	9/26/2017	9/26/2017	<p>Met with Nick Sims and spoke to him regarding the issues Garden West Estates is experiencing with their business and the employees. I advised Nick of the complaints and he explained to me that they are doing the best they can to prevent these issues from continuing. Per Nick, the workers each work a 14 hour shift starting from 7AM-7PM. I then asked him about the workers who start at 3AM. Per Nick, there are several workers who start earlier than 7; however, he has already made arrangements to have those workers park their trucks along the east wall away from Garden West Estates. He indicated that the east parking lot that currently has personal vehicles parked is cleared out around 4-6PM so that the trucks can start parking there. During the day however, it can be seen as an employee parking lot. I asked him about their warehouse in Wilmington and per Nick, they have 20 of their trucks already in Wilmington due to this ongoing issue affecting the residents. He indicated that they purchased that property as a secondary station for their trucks to help alleviate the problem. Nick also advised me that they are in the process of selling the property as they are looking into moving closer to their Wilmington station and closer to the ports. I asked Nick when they expect to close escrow and completely move out and he indicated that it will be sometime next year. He will keep us advised of the status of their move. I advised him that Johnny also mentioned something about providing the workers with a memo highlighting the rules while working from their lot. He provided me copies of those documents as well for my records. I have added those documents to my case.</p>
NOTE	RBAILON	2/20/2018	2/20/2018	<p>Received an email from Stephany regarding Garden West Estate's motion to pursue further legal actions against the City of Gardena and Rodex Trucking. Letter from the Newport Pacific attorney was attached to this case.</p>

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NOTE	RBAILON	2/20/2018	2/20/2018	<p>Stephany emailed Johnny Quan today advising him that further legal actions have been taken by Garden West Estates and that a meeting to discuss remediation is required. Stephany advised Johnny to contact our office to set up the meeting. See email below.</p> <p>Tue 2/20/2018 10:52 AM RE: RoadEx complaint 11-13-17</p> <p>Hi Johnny,</p> <p>We received the attached complaint. Since RoadEx's plan to move has changed we believe it's time to seek alternate solutions to reduce the mentioned violations.</p> <p>Please contact us so we can set-up a meeting to discuss the violations.</p> <p>Thanks,</p> <p>Stephany Santin 310-217-9648</p> <p>Mon 2/26/2018 9:49 AM From: Johnny Kwan <johnny.kwan@roadexamerica.com> RE: RoadEx complaint 11-13-17</p> <p>Hi Stephany,</p> <p>I can be available the week of the 6th, but not on Monday the 5th.</p> <p>From: Stephany Santin [mailto:ssantin@cityofgardena.org] Sent: Saturday, February 24, 2018 7:12 PM To: Johnny Kwan Cc: Robin Bailon; Rob Chan; Robin Zepeda; Carla Lopez; Raymond Barragan; Peter Wallin Subject: RE: RoadEx complaint 11-13-17</p>
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Johnny,

Are you available the week of March 6th, 2018?

Thanks,

Stephany Santin
310-217-9648

From: Johnny Kwan
[mailto:johnny.kwan@roadexamerica.com]
Sent: Friday, February 23, 2018 10:10 AM
To: Stephany Santin <ssantin@cityofgardena.org>
Cc: Robin Bailon <rbailon@cityofgardena.org>; Rob Chan
<rob.chan@roadexamerica.com>; Robin Zepeda
<robin.zepeda@roadexamerica.com>; Carla Lopez
<carla.lopez@roadexamerica.com>; Raymond Barragan
<rbarragan@cityofgardena.org>; Peter Wallin
<pwallin@cityofgardena.org>
Subject: RE: RoadEx complaint 11-13-17

Hello Stephany,
Sorry about the delay in response. I acknowledge the
attached. A meeting with the city to discuss rational
resolutions would be a good idea.

Email from Stephany regarding complaints being received by
Code Enforcement once more. See below.

From: Stephany Santin [mailto:ssantin@cityofgardena.org]
Sent: Wednesday, May 31, 2017 3:12 PM
To: Johnny Kwan
Cc: Robin Bailon; Rob Chan; Robin Zepeda
Subject: RE: RoadEx complaint 9-14-16 [Scanned][Spam
score:8%] [Spam score:9%]

Hi Johnny,

The calls are starting again. Please remind your staff to be

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NOTE	RBAILON	5/31/2017	5/31/2017	<p>conscientious of their neighbors and minimize the noise levels. Also, Code Enforcement Bailon is taking over in your area. Please contact her if you have any questions.</p> <p>Thanks,</p> <p>Stephany L. Santin Assistant Community Development Manager City of Gardena 1700 W. 162nd Street Gardena, CA 90247 310-217-9648</p> <p>5/31/2017 From: Johnny Kwan <johnny.kwan@roadexamerica.com> Re: RoadEx Complaint 9-14-16</p> <p>Hi Stephany, We've received a call from the city and we're taking actions. We will remind the night ops manager, yard manager and our HR will issue a flyer to our drivers again to remind them of this, again. Thanks for your understanding.</p> <p>5/31/2017 From: Stephany Santin <ssantin@cityofgardena.org> Re: RoadEx complaint 9-14-16</p> <p>From my understanding it's not just the night crew that is being loud. Can you also remind your day shift to be mindful of the noise they are making?</p> <p>Thanks,</p> <p>Stephany L. Santin Assistant Community Development Manager City of Gardena 1700 W. 162nd Street Gardena, CA 90247 310-217-9648</p>
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				<p>5/31/2017</p> <p>From: Johnny Kwan <johnny.kwan@roadexamerica.com> Re: RoadEx complaint 9-14-16</p> <p>Hi Stephany,</p> <p>Nothing's changed in our daily dayside operations, but nonetheless, we'll announce to all shifts to be mindful.</p>
NOTE	RBAILON	4/11/2018	4/11/2018	<p>Wed 4/11/2018 12:16 PM</p> <p>Re: Roadex Complaint 04/11/2018</p> <p>To: 'Johnny Kwan' <johnny.kwan@roadexamerica.com>; Stephany Santin <ssantin@cityofgardena.org> Cc: Rob Chan <rob.chan@roadexamerica.com>; Robin Zepeda <robin.zepeda@roadexamerica.com>; Carla Lopez <carla.lopez@roadexamerica.com>; Raymond Barragan <rbarragan@cityofgardena.org>; Peter Wallin <pwallin@cityofgardena.org>; Erick Lee <elee@gardenapd.org></p> <p>Good morning Johnny,</p> <p>We received a complaint regarding idling vehicles on the property from 9:30PM till now. Please make sure that the drivers shut off the vehicles when they are not in use to prevent further noise and also exhaust pollution. If the drivers are leaving the property, please make sure that they do not linger for too long with the engines on. Please advise your workers.</p> <p>Thank you,</p> <p>Robin Bailon Gardena PD Code Enforcement 1718 W. 162nd St. Gardena, CA 90247 P: (310) 217-6102 E:rbailon@gardenapd.org</p>

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NOTE	RBAILON	2/25/2019	2/25/2019	Malia Homes has submitted proposals to the city for a future housing development at this location (RoadEx). The proposal is currently under review.
NOTE	SSANTIN	4/14/2015	4/14/2015	<p>Action Created (SS) Hi Johnny,</p> <p>Please see the complaint we received below.</p> <p>Citizens have complained about an increasing level of noise coming from the trucks that drive up to and away from the business. They stated that the trucks are driving up to the business at night (usually between 2200-0000 HRS and 0500-0700 HRS) with their lights off, possibly in order to bring less attention to themselves. The trucks then make loud noise while waiting and then backing out of the business.</p> <p>Could you please follow up with your team?</p> <p>(SS) Email sent to Johnny Kwan regarding complaint received by Lt. Osorio.</p> <p>(SS) Response from Johnny Kwan:</p> <p>Hi Stephany, Is this a one isolated incident? We've instructed our night security guard as well as made announcements to all of our drivers repeatedly. I hope they've recognized the improvements we've made. Nonetheless, we'll make sure we remind all of our drivers again. Thanks for the notice.</p>

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NOTE	SSANTIN	4/21/2015	4/21/2015	<p>Action Created (SS)</p> <p>I emailed the complaining party to follow up with her concerns. She would regularly call us to report noise issues but we had not heard from her in months. I also advised that if she has complaints regarding the facility she would need to report them to the State via email. https://ssw1.hcd.ca.gov/complaintsweb/complaintforms/Complaintinfo.jsp</p>
NOTE	STHOMURE	4/16/2015	4/16/2015	<p>Action Created (SS)</p> <p>CEO Thomure was dispatched to the location on 4/16/15. Attached are his notes.</p>
NOTE	SSANTIN	11/17/2015	11/17/2015	<p>On 11/17/15 @ approximately 14:21, I drove through Garden West Estates. I drove next to the area that borders RoadEx. I did this because there were trucks idling on 178th and I wanted to see how that impacted the Estates homes. While driving in the area a noticed open windows and doors. The noise of the trucks could not be heard. I did not hear any radios or loud banging. We will have Code out there later tonight to do follow up observations.</p> <p>see attached photo dated 11.17.15 of open windows and door.</p>
NOTE	SSANTIN	11/17/2015	11/17/2015	<p>Marty Hoy – (310) 771-0620 - a resident that stated that the noise occurs most from 7am to 9am. We will focus on this time.</p>
NOTE	SSANTIN	1/12/2016	1/12/2016	<p>Chief Medrano and Stephany Santin went to the location. A site inspection was done. We did not hear any activity that would cause concern @ 5:00pm on the 12th. We will look into the current uses of the facility.</p> <p>Also, emailed Roadex and District 3 Lt.</p>

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NOTE	SSANTIN	1/21/2016	1/21/2016	Spoke with Linda regarding the RoadEx. She was advised to continue to call and report any issues. She stated the noise is happening between the hours of 4-6am. I advised her I would let the District Lt know.
NOTE	STHOMURE	12/29/2015	12/29/2015	Per S. Santin received a call about the property from one of the gardena estates residents who stated that all the noise is still going on at Roadex and nothing has changed.

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NOTE	STHOMURE	3/5/2016	3/5/2016	<p>> From: tikasue@socal.rr.com [mailto:tikasue@socal.rr.com] > Sent: Friday, March 04, 2016 9:09 AM > To: Liliana Pinela > Cc: Gardenwest@newportpacific.com > Subject: RoadEx Violations [Scanned][Spam score:11%] > > Morning, > > RoadEx Trucking is still violating the "Quiet Time" code(s) from 10pm to 7am, daily, and they still exceed decibel levels, also daily, when the cabs connect to and drop off containers and/or trailers behind our homes. It's not uncommon for said containers/trailers to be dragged while attached to the cab. Their start time lately is 6am. There are code infractions before that time. Honking, beeping, yelling, compressors, pneumatic drills and cabs doing what cabs do. Again, there is no "Quite Time" and there is no signs of improvement, just constant annoyance and violations of codes and morals. > > When we spoke yesterday, there was an engine idling for hours (5) behind my home in SW section of RoadEx's lot. And it's very possible that the never ending idling is taking place right now. It started at 8am today and it hasn't stopped. This is something new that RoadEx is doing. It's not appreciated and needs to cease ASAP please. > > Your help will be greatly appreciated. > > Linda Carroll > #189 > Garden West Estates</p>
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NOTE	STHOMURE	4/20/2016	4/20/2016	<p>From: tikasue@socal.rr.com [mailto:tikasue@socal.rr.com] Sent: Wednesday, April 20, 2016 3:16 PM To: Lilitana Pinela Cc: gardenwest@newportpacific.com Subject: RE: RoadEx Violations [Scanned][Spam score:11%]</p> <p>Still no change in regards to RoadEx. The noise and levels are still disgusting and constant. Let's hope The Olson Company plan can be expedited to move in and RoadEx to move out. They sound wonderful! In the meantime, is there anyway there can be "enforcement"? Sleep is still a lovely dream...</p> <p>Linda</p>
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NOTE	STHOMURE	5/17/2016		<p>Good Morning Lilliana,</p> <p>My neighbors and I are still experiencing the same torture from RoadEx. They continue working after 10pm and before 7am, the so-called "quite time" hours, per City Codes. They continue to exceed the decibel levels daily, which you can easily prove with your City equipment. And directly behind me and my closest neighbors, (which starts in full force at the 7am hour), is excessive idling, fumes, honking, loud voices and more! We at Garden West Estates are still waiting for Enforcement.</p> <p>If The Olson Company does purchase the property, they say it could take a year to finalize. Did you have the meeting with RoadEx last month (April) as was planned, it was the 6 month mark since your last meeting with them?</p> <p>We at Garden West Estates still want to enjoy our homes and our lives here at this wonderful Senior Park. RoadEx Trucking is a horrible neighbor that does everything it can to stop us from our simple joys. Will your Department and City Officials step up? To sleep the night, to converse without yelling, to sit outside without fumes, beeping, honking and vibrations from dropping and/or connecting to containers, you know, the basics...will it happen? Say it's possible!</p> <p>Linda (& Neighbors)</p>
NOTE	STHOMURE	7/14/2016	7/14/2016	<p>visited Gardena West Estates to meet with Margie and Lynda about the Rodex noise. Both were not home at the time but I did leave my card at both houses. I also attempted to contact Margie via phone but she did not answer so I left a voicemail with my number and advised her I called just to check in with them.</p>

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NOTE	STHOMURE	7/14/2016	7/14/2016	<p>it should be noted that one of the tenants have been calling dispatch about the trucks idling and attaching trailers. The work starts around 5:15am on weekdays and a little later on the weekdays. I advised the tenants to give me a call and keep me in the loop so I can add to the case notes.</p>
NOTE	STHOMURE	7/18/2016	7/18/2016	<p>the following is emails between CEO supervisor Santin and Rodex:</p> <p>Hi Johnny,</p> <p>Complaints are coming in more frequently about noise and idling vehicles. Could you please send out another reminder?</p> <p>Thanks,</p> <p>Stephany L. Santin Assistant Community Development Manager City of Gardena 1700 W. 162nd Street Gardena, CA 90247 310-217-9648</p> <p>From: Johnny Kwan [mailto:johnny.kwan@roadexamerica.com] Sent: Friday, January 22, 2016 8:55 AM To: Stephany Santin <ssantin@ci.gardena.ca.us> Subject: RE: Complaint [Scanned] [Spam score:8%]</p> <p>Hi Stephany,</p> <p>Yes. I'll speak with our night time security guard and remind them.</p> <p>From: Stephany Santin [mailto:ssantin@ci.gardena.ca.us] Sent: Thursday, January 21, 2016 6:08 PM To: johnny.kwan@roadexamerica.com Subject: Complaint [Scanned]</p> <p>Hi Johnny,</p>

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I received two complaints today about the noise levels and idling vehicles. Could you please continue to remind your drivers to be mindful of the noise.

Thanks,

Stephany L. Santin
Assistant Community Development Manager
City of Gardena
1700 W. 162nd Street Gardena, CA 90247
310-217-9648

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NOTE	STHOMURE	9/1/2016	9/1/2016	<p>Email from Linda to me.</p> <p>Hello Officer Steve,</p> <p>Just wanted to let you know that Road Ex Trucking is still not complying with our City of Gardena, City Codes. The high activity levels during the 10pm to 7am "Quite Time" hours, has not stopped. They refuse to let us sleep during the night and early morning hours here at Garden West Estates. The cargo containers and trailers are still being dropped, dragged and banged into each other, daily, which exceeds the decibel level parameters. Behind our homes, on the SW side of their business, the idling, honking, banging and yelling of personnel continues, for hours... also daily. There is no relief! The cabs w/trailers continue to park on 178th street where it states "No Parking" (mostly during the morning hours, but it could be anytime of the day). Also, during the Quite Time hours, there is a generator, (or some kind of motor/engine) that is running constantly! Maybe someone is living/sleeping in the trailer and it's for A/C or electrical. I don't know. I'm only guessing as to what is making the buzzing sounds and where. It needs to be turned off. It is extremely annoying and irritating, especially when you are trying to sleep, which in itself is extremely difficult because of the trucking activity. Even during this August heat, with the fans running, we can still hear and feel the trucks and personnel doing what they do, 24/7. City Code says it's a misdemeanor to violate "Quite Time" hours and other infractions, as stated, that are occurring because of Road Ex work practices. Myself and my neighbors at Garden West would love relief and enforcement from said violations. Thank you. Linda, #189</p>
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NOTE	STHOMURE	9/1/2016	9/1/2016	<p>Email from Stephany to Johnny in regards to Linda's complaint.</p> <p>Hi Johnny,</p> <p>Please see below. If you could please check with your staff to see if the buzzing noise could stop that would be great.</p> <p>Thanks,</p> <p>Stephany L. Santin Assistant Community Development Manager City of Gardena 1700 W. 162nd Street Gardena, CA 90247 310-217-9648</p>
				<p>Good Afternoon Officer Steve,</p> <p>I believe we may have met in the past but I'm not really sure. I would definitely be interested in meeting with you in order to discuss some of my complaints against RoadEx, the noisy trucking company. It is located on the East border of this manufactured home community and unfortunately right behind the home I live in. I must say that their business is very disruptive and I really feel they should not be allowed to get away with some of the noise that has come from that facility recently. Honestly, this whole week during lunch time 12pm-1pm they have been moving their equipment in a way that my home shakes and rattles. Today, for example, I tried to record but the great boom and shaking of my home had passed by the time I put my food down, got to my phone, and ran outside. I am not kidding my dishes in my dish drying rack shook from the way they were handling the containers. I know this type of behavior happens in the early morning and on weekends so I will just start documenting again.</p> <p>I live in sp#199 but since I'm the manager for the community</p>

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NOTE	STHOMURE	9/15/2016	9/15/2016	<p>I'm usually in the office during the day except sometimes I'll be home for lunch and definitely after 7pm. I felt the need to report this incident to you because they are constantly disrupting the lives of my neighbors and mine and getting away with it. Yesterday, my husband called the company around 5pm to get their semis out of the way from 178th street. They had 4 semi-trucks (big rigs) lined up on 178th street taking up most of the street. They were not parallel parked just had their emergency lights on in the right lane of the road facing West. It was so dangerous to go West on 178th street not knowing if by passing these big rigs you will get into a head-on collision with another driver going East. Especially, since there is a dip in the road and in the afternoon the sun is practically in your eyes so visibility decreases. Please have more officers look in on this street. It could seriously help prevent a really bad accident.</p> <p>Can RoadEx be cited for noise violations? We did what the city suggested, which wasn't cheap, and got a professional acoustics survey done for that area. RoadEx is definitely in violation so why can't they be cited. I understand that they are in escrow but it isn't right for them to get away with their noise violations when the sale process will take more than a year. Also, if the city doesn't approve the new development then we are stuck with this noisy neighbor. There has to be something that can be done NOW.</p> <p>Erika Villagomez, MCM Newport Pacific/Garden West Estates Property Manager 17700 S. Western Avenue, Gardena, CA 90248 P: 310.329.2332/F: 310.329.2398 Gardenwest@newportpacific.com www.newportpacific.com</p>
				the following is a complaint from one of the tenants.

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NOTE	STHOMURE	9/15/2016	9/15/2016	<p>Good Afternoon Officer Steve,</p> <p>I believe we may have met in the past but I'm not really sure. I would definitely be interested in meeting with you in order to discuss some of my complaints against RoadEx, the noisy trucking company. It is located on the East border of this manufactured home community and unfortunately right behind the home I live in. I must say that their business is very disruptive and I really feel they should not be allowed to get away with some of the noise that has come from that facility recently. Honestly, this whole week during lunch time 12pm-1pm they have been moving their equipment in a way that my home shakes and rattles. Today, for example, I tried to record but the great boom and shaking of my home had passed by the time I put my food down, got to my phone, and ran outside. I am not kidding my dishes in my dish drying rack shook from the way they were handling the containers. I know this type of behavior happens in the early morning and on weekends so I will just start documenting again.</p> <p>I live in sp#199 but since I'm the manager for the community I'm usually in the office during the day except sometimes I'll be home for lunch and definitely after 7pm. I felt the need to report this incident to you because they are constantly disrupting the lives of my neighbors and mine and getting away with it. Yesterday, my husband called the company around 5pm to get their semis out of the way from 178th street. They had 4 semi-trucks (big rigs) lined up on 178th street taking up most of the street. They were not parallel parked just had their emergency lights on in the right lane of the road facing West. It was so dangerous to go West on 178th street not knowing if by passing these big rigs you will get into a head-on collision with another driver going East. Especially, since there is a dip in the road and in the afternoon the sun is practically in your eyes so visibility decreases. Please have more officers look in on this street. It could seriously help prevent a really bad accident.</p> <p>Can RoadEx be cited for noise violations? We did what the</p>
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				<p>city suggested, which wasn't cheap, and got a professional acoustics survey done for that area. RoadEx is definitely in violation so why can't they be cited. I understand that they are in escrow but it isn't right for them to get away with their noise violations when the sale process will take more than a year. Also, if the city doesn't approve the new development then we are stuck with this noisy neighbor. There has to be something that can be done NOW.</p> <p>Erika Villagomez, MCM Newport Pacific/Garden West Estates Property Manager 17700 S. Western Avenue, Gardena, CA 90248 P: 310.329.2332/F: 310.329.2398 Gardenwest@newportpacific.com www.newportpacific.com</p>
NOTE	STHOMURE	1/3/2017	1/3/2017	Rostum (310-746-7742) called and stated that rodex had idling trucks earlier in the morning and that they would make his house shake.
NOTE	STHOMURE	4/28/2017	4/28/2017	Margie called and left a voicemail stating that Roadex is making loud banging noises.
NOTE	STHOMURE	5/4/2017	5/4/2017	This case is reassigned to R. Bailon.
NOV ISSUED	LPINELA	9/24/2015	9/24/2015	<p>Your business was found in violation of :</p> <p>8.36.070 (6) : Loading and Unloading. Loading, unloading, opening, closing or other handling of boxes, crates, containers, building materials, garbage cans, or similar objects between the hours of 10:00 p.m. and 7:00 a.m. in such a manner as to cause a noise disturbance across a residential real property line or at any time to violate the provisions of Section 8.36.040 or 8.36.050</p>

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PHONE CALL	LPINELA	7/15/2015	7/15/2015	Action Created (LP) I received an anonymous complaint in regards to fumes on 07/15/15.
PHONE CALL	LPINELA	11/23/2015	11/23/2015	On Sunday, Nov. 22, Linda left a voice message on Stephany Santin's voicemail stating their was loud noises due to Road Ex employees slamming doors, unloading trucks, playing loud music, and using air compressors.
PHONE CALL	LPINELA	1/25/2016	1/25/2016	Linda called this morning and stated that the noises were getting worse.
PHONE CALL	RBAILON	5/26/2017	5/26/2017	Spoke to Mr. Johnny Quan (Manager at Roadex) and informed him about the complaint we received for the noise and fumes coming from the trucks. Per Mr. Quan, they have already placed rules and regulations in regards to keeping their trucks idle at night and indicated that he will speak to his night manager again to remind the drivers to turn off their engines when they are not in the truck. He will also remind them to not use their air horns as well. He informed me that during the summer time is when the complaints are made due to the fact that the neighboring property usually opens their windows due to the heat. I asked if he can provide me with his direct line so that I can give him a call again and he gave me his number (310)878-9337.
PHONE CALL	RBAILON	7/21/2017	7/21/2017	Called Linda and Erika and informed both parties of my talk with Raymond and what I hope to accomplish next week after discussing the issue with Stephany. I will be speaking to Stephany next week to see if we can proceed with the issuance of notices as well as see if we can have some of the vehicles removed if Rodex is subleasing.
PHONE CALL	RBAILON	7/6/2017	7/6/2017	Received a phone call from Erika Villagomez, the manager of Gardena West Estates regarding Rodex who are parking their trucks along 178th. I informed her that I will speak to Raymond and Stephany regarding this issue and see where we can go from here.

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PHONE CALL	RBAILON	7/6/2017	7/6/2017	Erika Villagomez (310)329-2332
PHONE CALL	RBAILON	8/24/2017	8/24/2017	Received a phone call from Ericka Villagomez (manager of Gardena West Estates) who informed me that the noise still continues to radiate from Roadex bothering lots of the residents at this mobile home park. Ericka indicated that today at about 3:09AM, she was awoken by the loud thumping coming from the trucks that are delivering shipment to the yard. Two nights ago, she indicated that she can hear the trucks operating past 10AM. I advised Ericka that I will speak to Stephany to see if we can send out notices to Roadex regarding this ongoing issue.
PHONE CALL	RBAILON	8/24/2017	8/24/2017	Called Ericka back and advised her of my conversation with Stephany regarding the notices. I asked Ericka to download the Gardena Direct application to record audio of the noise coming from Roadex early in the morning. I also advised her that this tool will be helpful in corresponding with one another.
PHONE CALL	RBAILON	8/24/2017	8/24/2017	Called Johnny Quan regarding the issue with Roadex and Garden West Estates, but received no response. I left him a message advising him to call me back so we can discuss further and to also advise the workers at Roadex to be mindful of the noise occurring early in the morning and late in the evening.
PHONE CALL	RBAILON	9/26/2017	9/26/2017	Received a complaint from Marjie who is Linda's neighbor regarding the smell of exhaust coming out of an idling truck. She requested that I make contact with her.
PHONE CALL	RBAILON	1/6/2018	1/6/2018	Received a VM from Linda regarding Rodex Trucking causing noise at 3:00 AM.
PHONE CALL	RBAILON	1/5/2018	1/5/2018	Received a VM from Linda regarding Rodex causing noise. VM was received at 6:21 AM.

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PHONE CALL	SSANTIN	3/17/2015	3/17/2015	<p>Action Created (SS)</p> <p>Spoke to Robin from RoadEx he called to ask about what needed to be cleaned for the inspection on the 20th. He also mentioned that they have adjusted their hours so they are not unloading/loading between the hours of 11pm and 7am.</p>
PHONE CALL	STHOMURE	7/14/2015	7/14/2015	<p>Action Created (ST)</p> <p>Received an anonymous complaint at 1740 hours from gardena west estates in regards to the fumes coming from the trucks that back into roadex lot</p>
PHONE CALL	STHOMURE	7/16/2016	7/16/2016	<p>Linda left a voicemail stating: 2:39 7/16 caller: Linda at Garden West. Says that the loud noise heard a few days ago is happening again. Says an engine has been running early hours of the morning.</p>
PHONE CALL	STHOMURE	7/28/2016	7/28/2016	<p>Linda called and advised me that there was a few days of quiet. she liked how they used the unattended trailers as barriers to block out the sound. I advised her that the new manager of the location plans on doing that more when they have trailers not being used. Linda then stated that Roadex then went back to making a lot of noise later that week.</p>
PHONE CALL	STHOMURE	8/18/2016	8/18/2016	<p>Linda called and stated that today has been a constant minimal noise of truck idling by her house and that the trucks were parking outrageous lately. I told her to contact dispatch so a parking unit can come out.</p>
PHONE CALL	STHOMURE	8/23/2016	8/23/2016	<p>Linda called and stated that roadex is using a drill and compressor trying to fix one of the "castle jumper" trucks. Linda stated that the work has started since 1 pm to now.</p>
PHONE CALL	STHOMURE	9/27/2016	9/27/2016	<p>It should be noted that Linda Called both me and Stephany in regards to Roadex creating loud noise (idling, stepping on gas pedal while idling), and creating strong odor. Linda also advised me that her and the property manager Erika downloaded a decibel reading app in which they are 80-89 DB's.</p>

Case Details

City of Gardena

Case Number

C14-0969

PHONE CALL	STHOMURE	9/27/2016	9/27/2016	It should be noted that Linda Called both me and Stephany in regards to Roadex creating loud noise (idling, stepping on gas pedal while idling), and creating strong odor. Linda also advised me that her and the property manager Erika downloaded a decibel reading app in which they are 80-89 DB's.
PHONE CALL	STHOMURE	9/27/2016	9/27/2016	It should be noted that Linda Called both me and Stephany in regards to Roadex creating loud noise (idling, stepping on gas pedal while idling), and creating strong odor. Linda also advised me that her and the property manager Erika downloaded a decibel reading app in which they are 80-89 DB's.
PHONE CALL	STHOMURE	12/29/2016	12/29/2016	Margie called and stated that Roadex is making noise to rattle the windows in her house.
PHONE CALL	STHOMURE	2/7/2017	2/7/2017	Received a voicemail from Lorrie (310-7710620) who stated that rodex is making a lot of banging noise and revving the engines often and creating a loud nuisance.
PHONE CALL	STHOMURE	3/9/2017	3/9/2017	Received 12:12 3/8 caller: Linda at Garden West, for Steven.. called dispatch because they've got the compressor and the drill right outside the neighborhood, lots of noise
PHONE CALL	STHOMURE	3/28/2017	3/28/2017	Received a phone call from Jacqueline Simmios (702-797-0467) who stated that there is a foul odor coming from the property and also there are potholes in the parking lot and that the mens restroom at the property has a foul odor coming from it.

Case Details

City of Gardena

Case Number
C14-0969

REINSPECTION

JMATHIEU

6/5/2018

6/6/2018

On 06/05/18 around 2300 Hours, I CEO Mathieu, conducted a sound study of the property following a complaint of noise. It should be noted that the sound study was conducted with a sound measuring device and audio recordings were taken from three points. The initial sound measuring was conducted from the Garden West Estates. The study was held along the property's far east side wall directly behind Rodex's storage containers and loading dock. From this point, no sound could be captured by the sound measuring device. The study was conducted at this point for approx. 15mins.

The second measuring point was conducted at the 1500 Block of 178th Street along the northside curb line. The measurement device captured noise emitting from the Public Right of Way at 45DB due to passing traffic. The final measurement point was conducted on the property and measured no sound. This study was conducted over a period of 45 minutes.

It should also be noted that the night manager was contacted and advised of the municipal code regarding noise. The manager stated during our conversation that their are trucks that come onto the property around 2am to drop off and drivers get into their personal cars. No cargo is picked up or dropped of after 10pm. All cargo after 10pm is sent to another yard located out of the city. Management was advised to email me a list of drivers that come to the yard after hours. Management was advised that future complaints may subject them to further legal action. Management was advised that Code Enforcement will be monitoring the area for sound readings.

Study concluded at 2354 hours. Contact information was provided to management and recordings were attached to the case.

Case Details

City of Gardena

Case Number

C14-0969

REINSPECTION	JMATHIEU	6/5/2018	6/6/2018	<p>On 06/05/18 around 2300 Hours, I CEO Mathieu, conducted a sound study of the property following a complaint of noise. It should be noted that the sound study was conducted with a sound measuring device and audio recordings were taken from three points. The initial sound measuring was conducted from the Garden West Estates. The study was held along the property's far east side wall directly behind Rodex's storage containers and loading dock. From this point, no sound could be captured by the sound measuring device. The study was conducted at this point for approx. 15mins.</p> <p>The second measuring point was conducted at the 1500 Block of 178th Street along the northside curb line. The measurement device captured noise emitting from the Public Right of Way at 45DB due to passing traffic. The final measurement point was conducted on the property and measured no sound. This study was conducted over a period of 45 minutes.</p> <p>It should also be noted that the night manager was contacted and advised of the municipal code regarding noise. The manager stated during our conversation that their are trucks that come onto the property around 2am to drop off and drivers get into their personal cars. No cargo is picked up or dropped of after 10pm. All cargo after 10pm is sent to another yard located out of the city. Management was advised to email me a list of drivers that come to the yard after hours. Management was advised that future complaints may subject them to further legal action. Management was advised that Code Enforcement will be monitoring the area for sound readings.</p> <p>Study concluded at 2354 hours. Contact information was provided to management and recordings were attached to the case.</p>
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Case Details

City of Gardena

Case Number

C14-0969

REINSPECTION	RBAILON	8/8/2019	8/8/2019	Talk to Raymond or Stephany regarding the status of Rodex leaving. Spoke to Raymond regarding this case and he has advised me that the Malia Homes is in the process of submitting their application to begin the housing project on the Rodex property. He indicated that for the time being Rodex will still be occupying the location until plans have been approved and permits have been issued.
REINSPECTION	SSANTIN	3/20/2015	3/20/2015	Action Created (SS) Please ask for Robin - He asked that you come at 2:00pm.
VERBAL WARNING	LPINELA	7/14/2015	7/14/2015	Action Created (LP) I went out to Road Ex and spoke with Nicolas. He stated he will advise his staff about the parking violations. They were advise that the PD will start citing.

CONTACTS

NAME TYPE	NAME	ADDRESS	PHONE	FAX	EMAIL
OWNER	OPFINITI LLC	1515 W 178TH ST GARDENA, CA 90248			

FINANCIAL INFORMATION

INSPECTIONS

VIOLATIONS

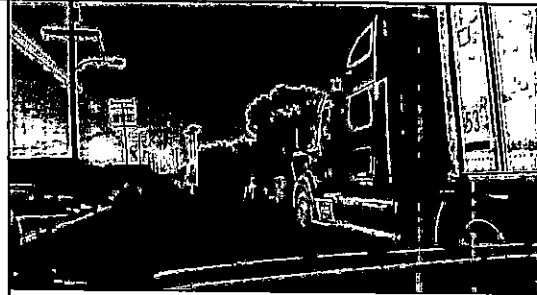

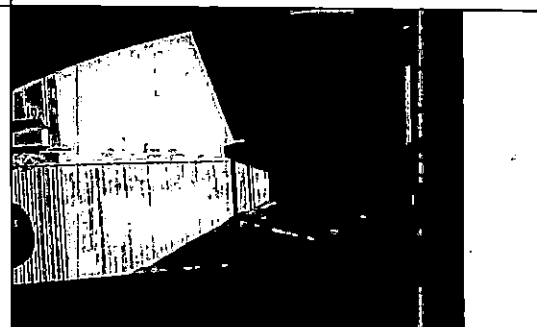
Case Details

City of Gardena

Case Number

C14-0969

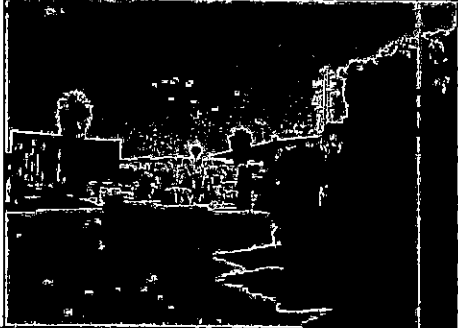

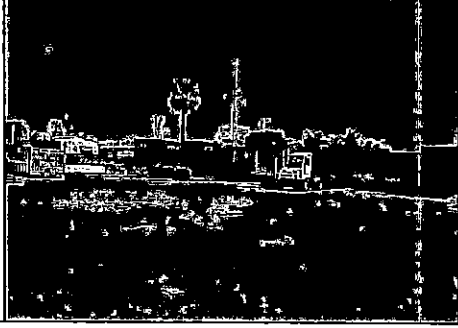
ATTACHMENTS

ATTACHMENT TYPE	CREATED	OWNER	DESCRIPTION	ETRAKIT	PHOTO
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IMAGE	11/17/2015	LPINELA	C14-0969 truck2.jpg	0	
IMAGE	11/17/2015	SSANTIN	11.17.15 RoadEx.JPG	0	

Case Details

City of Gardena

Case Number
C14-0969

ATTACHMENTS					
ATTACHMENT TYPE	CREATED	OWNER	DESCRIPTION	ETRAKIT	PHOTO
PHOTO	6/25/2015	GJIMENEZ	6/22/15	0	
PHOTO	6/25/2015	GJIMENEZ	6/22/15	0	
PHOTO	6/25/2015	GJIMENEZ	6/22/15	0	

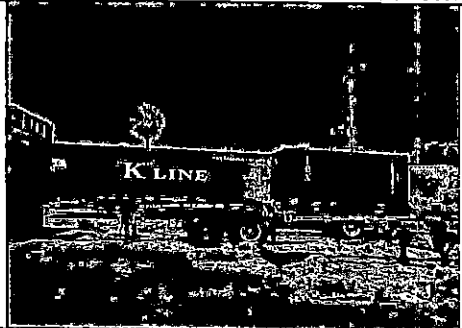

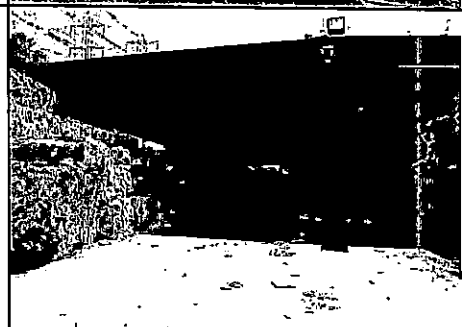
Case Details

City of Gardena

Case Number

C14-0969

ATTACHMENTS




ATTACHMENT TYPE	CREATED	OWNER	DESCRIPTION	ETRAKIT	PHOTO
PHOTO	6/25/2015	GJIMENEZ	6/22/15	0	
PHOTO	6/25/2015	GJIMENEZ	6/22/15	0	
PHOTO	6/25/2015	GJIMENEZ	6/22/15	0	

Case Details

City of Gardena

Case Number

C14-0969

ATTACHMENTS					
ATTACHMENT TYPE	CREATED	OWNER	DESCRIPTION	ETRAKIT	PHOTO
PHOTO	10/31/2014	LPINELA	RoadX1.jpg	0	
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PHOTO	10/31/2014	LPINELA	RoadX3.jpg	0	

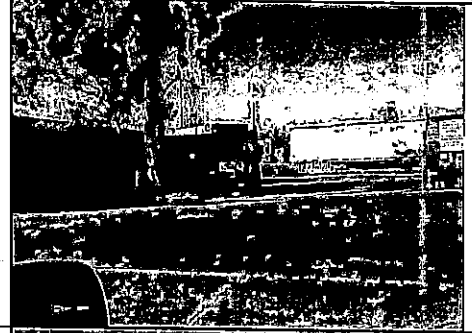


Case Details

City of Gardena

Case Number

C14-0969

ATTACHMENTS

ATTACHMENT TYPE	CREATED	OWNER	DESCRIPTION	ETRAKIT	PHOTO
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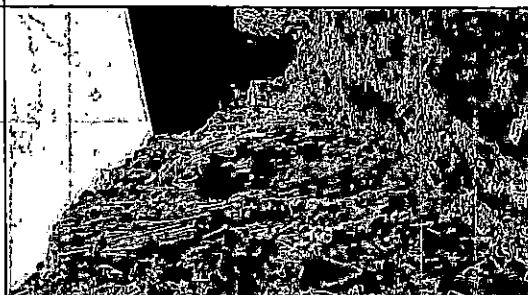
Case Details

City of Gardena

Case Number

C14-0969

ATTACHMENTS

ATTACHMENT TYPE	CREATED	OWNER	DESCRIPTION	ETRAKIT	PHOTO
PHOTO	3/25/2015	LPINELA	RoadEx3.jpg	0	
PHOTO	8/14/2015	LPINELA	RoadEx Inspection Pic1.jpg	0	
PHOTO	8/14/2015	LPINELA	RoadEx Inspection Pic3.jpg	0	



City of Gardena

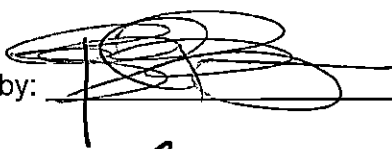
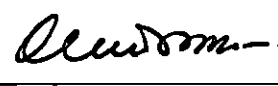
City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8. B. (3)
Department: COMMUNITY DEVELOPMENT
Meeting Date: 10/22/2019
Ordinance No. 1810

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: ORDINANCE 1810: AMENDING CHAPTER 8.64 OF THE GARDENA MUNICIPAL CODE RELATING TO MAINTENANCE OF VACANT LOTS AND BUILDINGS

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
▪ Introduce Ordinance No. 1810	
<u>RECOMMENDATION AND STAFF SUMMARY:</u> <p>Staff respectfully recommends that the City Council introduce Ordinance No. 1810, amending Chapter 8.64 of the Gardena Municipal Code (GMC) relating to maintenance of vacant lots and buildings.</p> <p>The City of Gardena has determined that vacant lots and buildings can lead to neighborhood decline and can take from the aesthetics of community and the quality of life of the residents. Vacant lots and buildings can become nuisances, causing the City to incur costs and staff time in seeking to maintain and ensure acceptable conditions of these properties, and vacant lots and buildings can attract vagrants, and/or harbor wild animals, pests, rodents, vectors, and vermin.</p> <p>Due to the fact that the Gardena City Council adopted by reference the International Property Maintenance Code (IPMC) and Uniform Building Security Code in 2018, Staff feels that the codes provide a baseline for property maintenance standards. To further enhance our ability to achieve compliance, definitions relative to vacant buildings were needed to differentiate properties that were in ownership or tenancy transition and those properties that are truly vacant and pose a public nuisance.</p> <p>Staff believes that all standards set forth in the GMC and IMPC, in addition to the definitions and standards set forth in the subject ordinance, give enough leverage to achieve compliance in a timely and cost-effective manner.</p>	
<u>FINANCIAL IMPACT/COST:</u> None	
<u>ATTACHMENT:</u> <ul style="list-style-type: none">• Agenda Staff Report• Ordinance No. 1810	
Submitted by:  Raymond Barragan, Community Development Manager Date: 10/17/2019	
Submitted by:  Clint Osorio, Interim City Manager Date: 10/17/2019	

CITY COUNCIL MEETING AGENDA STAFF REPORT

Agenda Item No. 8. B. (3)

Department: Community Development

Meeting Date: 10/22/2019

Ordinance No. 1810

AGENDA TITLE: ORDINANCE 1810: AMENDING CHAPTER 8.64 OF THE GARDENA MUNICIPAL CODE RELATING TO MAINTENANCE OF VACANT LOTS AND BUILDINGS

Applicant: City of Gardena

RECOMMENDATION:

Staff respectfully recommends that the City Council introduce Ordinance No. 1810, amending Chapter 8.64 of the Gardena Municipal Code relating to maintenance of vacant lots and buildings.

BACKGROUND:

The City of Gardena has determined that vacant lots and buildings can lead to neighborhood decline and can take from the aesthetics of community and the quality of life of the residents. Vacant lots and buildings can become nuisances, causing the City to incur costs and staff time in seeking to maintain and ensure acceptable conditions of these properties, and vacant lots and buildings can attract vagrants, and/or harbor wild animals, pests, rodents, vectors, and vermin.

Vacant lots and buildings that have deteriorated or have been neglected are a threat to the public health, safety and welfare; and can cause lowered property values for surrounding properties.

ANALYSIS

City staff researched city websites and conducted phone interviews to gather data on the subject matter. In addition, City staff conducted a Google Map survey of undeveloped property in Gardena and Code Enforcement records and compiled a list of well-known vacant properties that have been problematic in the recent past.

There are similarities amongst all the ordinances that were reviewed, and all ordinances address maintenance standards for the subject properties. These standards address landscaping requirements, fencing, regular maintenance, and signage. In addition, some cities require door and window openings of vacant structures to be secured by plywood or other material.

Due to the fact that the Gardena City Council adopted by reference the International Property Maintenance Code (IPMC) and Uniform Building Security Code in 2018, Staff feels that the codes provide a baseline for property maintenance standards. To further enhance our ability to achieve compliance, definitions relative to vacant buildings were needed to differentiate properties that were in ownership or tenancy transition and properties that are truly vacant and pose a public nuisance.

In addition to the standards set forth in the the GMC and IPMC, standards were included in the subject ordinance and include the following:

- A. Vacant properties and buildings shall be, in comparison to the neighborhood standard, kept free of weeds, dry brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices (except those required by federal, state or local law), discarded personal items, including, but not limited to, furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is vacant or abandoned.
- B. The property shall be maintained free of graffiti, tagging or similar markings by removal or painting over with an exterior-grade paint that matches the color of the exterior of the structure. Visible front and side yards shall be landscaped and maintained to the standard of neighborhood properties.
- C. Pools and spas shall be kept in working order so the water remains clear and free of pollutants and debris or that could be a breeding ground for mosquitoes and other vectors, or drained and kept dry. In either case properties with pools or spas must comply with the minimum security fencing requirements of the State of California.
- D. Existing landscaping on the property and in the right-of-way shall be regularly maintained in a healthy and thriving condition.
- E. Vacant buildings shall not be left open or unlocked, or otherwise unsecured from intrusion by persons, animals or the elements.

Staff believes that all standards set forth in the GMC and IMPC in addition to the definitions and standards set forth in the subject ordinance give enough leverage to achieve compliance in a timely and cost-effective manner.

RECOMMENDATION

Staff respectfully recommends that Council introducing Ordinance No. 1810, amending Chapter 8.64 of the Gardena Municipal Code relating to maintenance of vacant lots and buildings.

ATTACHMENTS

1. Ordinance No. 1810

ORDINANCE NO. 1810

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA AMENDING CHAPTER 8.64 OF THE GARDENA MUNICIPAL CODE RELATING TO MAINTENANCE OF VACANT LOTS AND BUILDINGS

WHEREAS, the City of Gardena has determined that vacant lots and buildings can lead to neighborhood decline and can take from the aesthetics of community and the quality of life of the residents; and

WHEREAS, vacant lots and buildings can become nuisances, causing the City to incur costs and staff time in seeking to maintain and ensure acceptable conditions of these properties; and

WHEREAS, vacant lots and buildings can attract vagrants, and/or harbor wild animals, pests, rodents, vectors, and vermin; and

WHEREAS, vacant lots and buildings which have deteriorated or have been neglected are a threat to the public health, safety and welfare; and

WHEREAS, vacant lots and buildings can cause lowered property values for surrounding properties; and

WHEREAS, the City Council wants to set clearly defined standards for the maintenance of vacant lots and buildings;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY ORDAIN, AS FOLLOWS:

SECTION 1. Findings.

The City Council finds that each of the "Whereas" clauses stated above are true and correct.

SECTION 2. Section 8.64:010 of the Gardena Municipal Code is hereby amended by adding the following definitions:

"Evidence of vacancy" means any condition or information that on its own or combined with other conditions would lead a reasonable person to believe that the property is an unoccupied residence. Such conditions include, but are not limited to, overgrown or dead vegetation, accumulation of newspapers, circulars, flyers or mail, past due utility notices or disconnected utilities, accumulation of trash, junk or debris, the absence of window coverings such as curtains, blinds or shutters, the absence of furnishings or personal items consistent with residential habitation, or statements by neighbors, passersby, delivery agents, or government employees that the property is vacant.

"Owner" shall mean any person, partnership, co-partnership, association, corporation, fiduciary or any other legal entity having a legal or equitable title or any interest in the property. For purposes of providing notice to an owner under this Code, "owner" includes the owner's agent, employee, or other legal representative.

"Responsible party" shall mean any person that is responsible for causing or maintaining a violation of this Code, including, but not limited to an owner, lessee, occupant, tenant, a person with a legal interest in the property, or a person in possession or control of the property."

"Vacant buildings" shall mean a building or structure which is unoccupied or for which there is evidence of vacancy, if the evidence of vacancy has existed for a period of at least sixty (60) days. Periodic visits to the property shall not constitute occupancy. The following do not constitute unoccupied residences: (1) properties which are actively under construction, (2) properties which are in escrow to be sold or transferred, or (3) properties that are actively being marketed for rent, lease or sale with contact information and that are being actively maintained for the purpose of attracting renters, lessees, or buyers.

"Vacant property" shall mean any property, lot or parcel that is undeveloped. A vacant lot shall not include lots for which construction on the lot is diligently proceeding to completion in accordance with Title 17 or 18 of this Code, or which a building permit has been issued and has not yet expired.

SECTION 3. Section 8.64.020 is hereby amended by adding the following:

BB. To maintain any partially constructed building or structure, together with material and equipment used for construction, which is not completed within a reasonable time, or upon which there is a cessation of work for more than sixty (60) days, unless such completion or cessation of labor is caused by factors which are not within the control of the owner, such as war, labor strikes and litigation.

CC. To allow a lack of maintenance of buildings, structures and landscaping, including lawns, trees, and shrubbery, which results in conditions out of harmony or conformity with the maintenance standards of adjacent property.

DD. To maintain soil in such a condition, from whatever cause, that dust clouds form when the soil is disturbed by any cause.

EE. To maintain property in a manner which is at variance with the level of maintenance of surrounding properties.

FF. To maintain any building with broken windows, doors, deteriorating or peeling paint.

GG. To improperly maintain landscaping visible from streets, rights-of-way, and adjacent properties at grade level which includes, but is not limited to untrimmed hedges and grass or dead, decayed or diseased trees, weeds and other vegetation.

HH. To allow building exteriors, walls, fences, driveways, or walkways to be cracked, broken, defective, deteriorated, in disrepair, or defaced due to any writing, inscription, figure, scratches, or other markings commonly referred to as "graffiti."

SECTION 4. Section 8.64.025 is hereby added to the Gardena Municipal Code to read, as follows:

8.64.025 Vacant Properties and Buildings.

In addition to the nuisances established by Section 8.64.020, it shall also be a nuisance for a Responsible Party to fail to maintain a vacant property or building in accordance with the following standards.

A. Vacant properties and buildings shall be, in comparison to the neighborhood standard, kept free of weeds, dry brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices (except those required by federal, state or local law), discarded personal items, including, but not limited to, furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is vacant or abandoned.

B. The property shall be maintained free of graffiti, tagging or similar markings by removal or painting over with an exterior-grade paint that matches the color of the exterior of the structure. Visible front and side yards shall be landscaped and maintained to the standard of neighborhood properties.

C. Pools and spas shall be kept in working order so the water remains clear and free of pollutants and debris or that could be a breeding ground for mosquitoes and other vectors, or drained and kept dry. In either case properties with pools or spas must comply with the minimum-security fencing requirements of the State of California.

D. Existing landscaping on the property and in the right-of-way shall be regularly maintained in a healthy and thriving condition.

E. Vacant buildings shall not be left open or unlocked, or otherwise unsecured from intrusion by persons, animals or the elements.

SECTION 5. CEQA Compliance.

A. This Ordinance is exempt from CEQA under the following provisions of the CEQA Guidelines:

1. Pursuant to California Environmental Quality Act ("CEQA") Guidelines § 15378 and California Public Resources Code § 21065, this Ordinance is not a "project" because its adoption is not an activity that has the potential for a direct physical change or reasonably foreseeable indirect physical change in the environment. Rather, it requires property owners to maintain existing properties that could become or have become blighted due to being vacant or unmaintained. Accordingly, this Ordinance is not subject to CEQA. Even if this Ordinance qualified as a "project" subject to CEQA, pursuant to CEQA Guidelines § 15061(b)(3), there is no possibility that this project will have a significant impact on the physical environment. The Ordinance merely amends the Gardena Municipal Code to authorize the adoption of regulations related to vacant lots. The Ordinance does not directly or indirectly authorize or approve any actual development. The primary changes in this Ordinance are to eliminate blighted conditions associated with vacant lots and improve the visual condition of the community.

2. CEQA Guidelines Section 15305 provides an exemption for minor alterations in land use limitations in areas with an average slope of less than 20% which do not result in changes in land use or density. There is nowhere in the City with an average slope of greater than 20%. The changes in this ordinance do not create any changes in land use or in density allowed in any zone.

B. None of the exceptions to the exemptions set forth in Section 15300.2 are applicable. The changes in the ordinance will not impact any environmental resource of hazardous or critical concern. There is no cumulative impact relating to these changes, nor are there any unusual circumstances. There are no scenic highways in the City. The changes apply Citywide and the approval is not for a project on a Hazardous Waste Site.

C. Staff is directed to file a notice of exemption.

SECTION 6. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 7. Certification.

The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

SECTION 8. Effective Date:

This ordinance shall become effective on the thirty-first (31st) day after passage.

Passed, approved, and adopted this _____ day of _____, 2019.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



PETER L. WALLIN, City Attorney



City of Gardena
City Council Meeting

Agenda Item No. 8. C. (1)

Department: ELECTED AND
ADMINISTRATIVE
OFFICES

Meeting Date: 10/22/2019

Resolution No. 6413

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6413, SUPPORTING THE REDUCING CRIME AND
KEEPING CALIFORNIA SAFE ACT OF 2020

<u>COUNCIL ACTION REQUIRED:</u> • Adopt Resolution No. 6413	<u>Action Taken</u>
<u>RECOMMENDATION AND STAFF SUMMARY:</u> Staff respectfully recommends that the City Council <u>adopt Resolution No. 6413</u> , which supports and endorses the "Reducing Crime and Keeping California Safe Act of 2020" which will appear on the November 2020 ballot. This ballot measure has received a strong endorsement by the Los Angeles County Chiefs Association. It is carefully designed to fix specific flaws that have been legislated via Assembly Bill 109, Proposition 47, and Proposition 57; flaws which are considered very serious and dangerous. These include recent changes to parole laws that allow for reduced penalties and even early release of dangerous criminals by the law's <u>failure to define certain crimes as "violent."</u> Therefore, those now deemed "non-violent" offenders are back on the street sooner than they would otherwise be, putting residents, workers, visitors, and law enforcement throughout California at greater risk. Fortunately, the Keep California Safe initiative will help to fix this problem as well as address our state's serious serial theft problem. Again, it respectfully recommended that the City Council adopt Resolution No. 6413, as this Measure is consistent with previous positions taken by the Council.	
<u>FINANCIAL IMPACT/COST:</u> None	
<u>ATTACHMENT:</u> 1) Resolution No. 6413	
Submitted by: <u>Clint Osorio</u> Clint Osorio, Interim City Manager Date: 10/17/2019	

RESOLUTION NO. 6413

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, SUPPORTING THE REDUCING CRIME AND KEEPING CALIFORNIA SAFE ACT OF 2020

WHEREAS, protecting every person in our state, including our most vulnerable children, from violent crime is of utmost importance. Murderers, rapists, child molesters, and other violent criminals should not be released early from prison; and

WHEREAS, since 2014, California has had a larger increase in violent crime than the rest of the United States. Since 2013, violent crime in Los Angeles has increased 69.5%. Violent crime in Sacramento rose faster during the first six months of 2015 than in any of the 25 largest U.S. cities tracked by the Federal Bureau of Investigation (FBI). Further, the FBI Preliminary Semi-Annual Uniform Crime Report for 2017, which tracks crimes committed during the first six months of the past year in U.S. cities with populations over 100,000, indicates that, last year, violent crime increased again in most of California's largest cities; and

WHEREAS, recent changes to parole laws allowed the early release of dangerous criminals by the law's failure to define certain crimes as "violent." These changes allowed individuals convicted of sex trafficking of children, rape of an unconscious person, felony assault with a deadly weapon, battery on a police officer or firefighter, and felony domestic violence to be considered "nonviolent offenders." As a result, these so-called "non-violent" offenders are eligible for early release from prison after serving only a fraction of the sentence ordered by a judge; and

WHEREAS, violent offenders are also being allowed to remain free in our communities even when they commit new crimes and violate the terms of their post release community supervision, like the gang member charged with the murder of Whittier Police Officer Keith Boyer. This Measure reforms the law so felons who violate the terms of their release can be brought back to court and be held accountable for such violations; and

WHEREAS, nothing in this Act is intended to create additional "strike" offenses which would increase the state prison populations, nor is it intended to affect the ability of the California Department of Corrections and Rehabilitation to award educational and merit credits; and

WHEREAS, recent changes to California law allow individuals who steal repeatedly to face few consequences, regardless of their criminal record or how many times they steal. As a result, between the years 2014 and 2016, California had the second-highest increase in theft and

property crimes in the United States, while most states have seen a steady decline. According to the California Department of Justice, the value of property stolen in 2015 was \$2.5 billion, with an increase of 13% since 2014, the largest single-year increase in at least ten years; and

WHEREAS, grocery store operators around the state have seen unprecedented increases in the amount of losses associated with shoplifting in their stores, with some reporting up to 150% increases in these losses from 2012 to present, with the largest jumps occurring since 2014. Shoplifting incidents have started to escalate in such a manner that they have endangered innocent customers and employees; and

WHEREAS, individuals who repeatedly steal often do so to support their drug habit. Recent changes to California law have reduced the ability of judges to order individuals convicted of repeated theft crimes into effective drug treatment programs. California needs stronger laws for those who are repeatedly convicted of theft-related crimes, which will encourage those who repeatedly steal to support their drug problem to enter existing drug treatment programs. This Measure enacts such reforms; and

WHEREAS, collecting DNA from criminals is essential to the solving of violent crimes. Over 450 violent crimes, including murder, rape, and robbery have gone unsolved because DNA is being collected from fewer criminals. DNA collected in 2015 from a convicted child molester solved the rape/murders of two six-year-old boys that occurred three decades ago in Los Angeles County. DNA collected in 2016 from an individual caught driving a stolen car solved the 2012 San Francisco Bay Area rape/murder of an 83-year-old woman; and

WHEREAS, recent changes to California law unintentionally eliminated DNA collection for theft and drug crimes. This Measure restores DNA collection from persons convicted for such offenses. Permitting collection of more DNA samples will help to identify suspects, clear the innocent, and free the wrongly convicted; and

WHEREAS, this Measure does not affect existing legal safeguards that protect the privacy of individuals by allowing for the removal of their DNA profile if they are not charged with a crime, are acquitted, or are found innocent.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. That the City of Gardena strongly supports the “Reducing Crime and Keeping California Safe Act of 2020.”

SECTION 2. That this Resolution shall be effective immediately.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.


Passed, approved, and adopted this _____ day of _____, 2019.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



PETER L. WALLIN, City Attorney



City of Gardena

City Council Meeting

Agenda Item No. 8. D. (1)

Department: GENERAL SERVICES

Meeting Date: October 22, 2019

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: AWARD PURCHASE ORDER FOR A PRE-FABRICATED MODULAR RESTROOM STRUCTURE TO *STRUCTURECAST* IN THE AMOUNT OF \$199,300 FOR ROWLEY PARK BASEBALL DIAMOND RESTROOM REHAB, JN 968, AND APPROVAL OF \$230,000 BUDGET APPROPRIATION TO COMPLETE THE PROJECT.

COUNCIL ACTION REQUIRED:

Authorize Purchase Order and Approve Budget Appropriation

Action Taken

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that City Council:

- 1) Authorize a Purchase Order (P.O.) to StructureCast, in the amount of \$199,300 (including sales tax and freight) for the pre-fabricated modular restroom structure with four (4) single occupant ADA and meeting gender-neutral compliance, anti-graffiti coating, vandal resistant fixtures (stainless steel materials), electrical/ janitorial room, two (2) outside lavatories with soap dispenser and air dryer, and meeting all other California Building Code compliances.
- 2) Approve the budget appropriation of \$230,000 from Park-in-Lieu Fund Balance for the Rowley Park Baseball Diamond Restroom Rehab project (JN 968) to complete the purchase (\$199,300 plus a 15% contingency cost).

Staff solicited four (4) vendors but only two (2) submitted proposals and StructureCast company submitted one \$4,043 higher than the Public Restroom Company. Nevertheless, Staff recommends a P.O. to StructureCast for two primary reasons: 1) Lead time of design and fabrication proposed by StructureCast is 75 days versus 180 days by Public Restroom Company; and 2) Proposed layout by Public Restroom Company (28'x12') deviates significantly from City requested 20'x20'. A new restroom structure will replace the existing 61-year old building and comply with all building codes.

The following proposals were received by August 9, 2019:

- | | |
|--|----------------|
| 1) Public Restroom Company – Minden, NV | \$195,257.00 |
| 2) StructureCast – Bakersfield, CA | \$199,300.00 |
| 3) Alan Pre-Fab Building Corporation – Gardena, CA | Non-responsive |
| 4) ROMTEC, Inc. – Roseburg, OR | Non-responsive |

The main cost associated with the project is to purchase the modular building. A separate contract for the ground preparation and utility relocations will be bid processed at a later time when the Plans Specifications & Estimates (PS&E) are completed, which will require Council approval of the contract award pending bid amount.

FINANCIAL IMPACT/COST:

Budget Amount: \$230,000 (for Purchase Order plus Contingency)
Funding Source: Park in-Lieu Funds

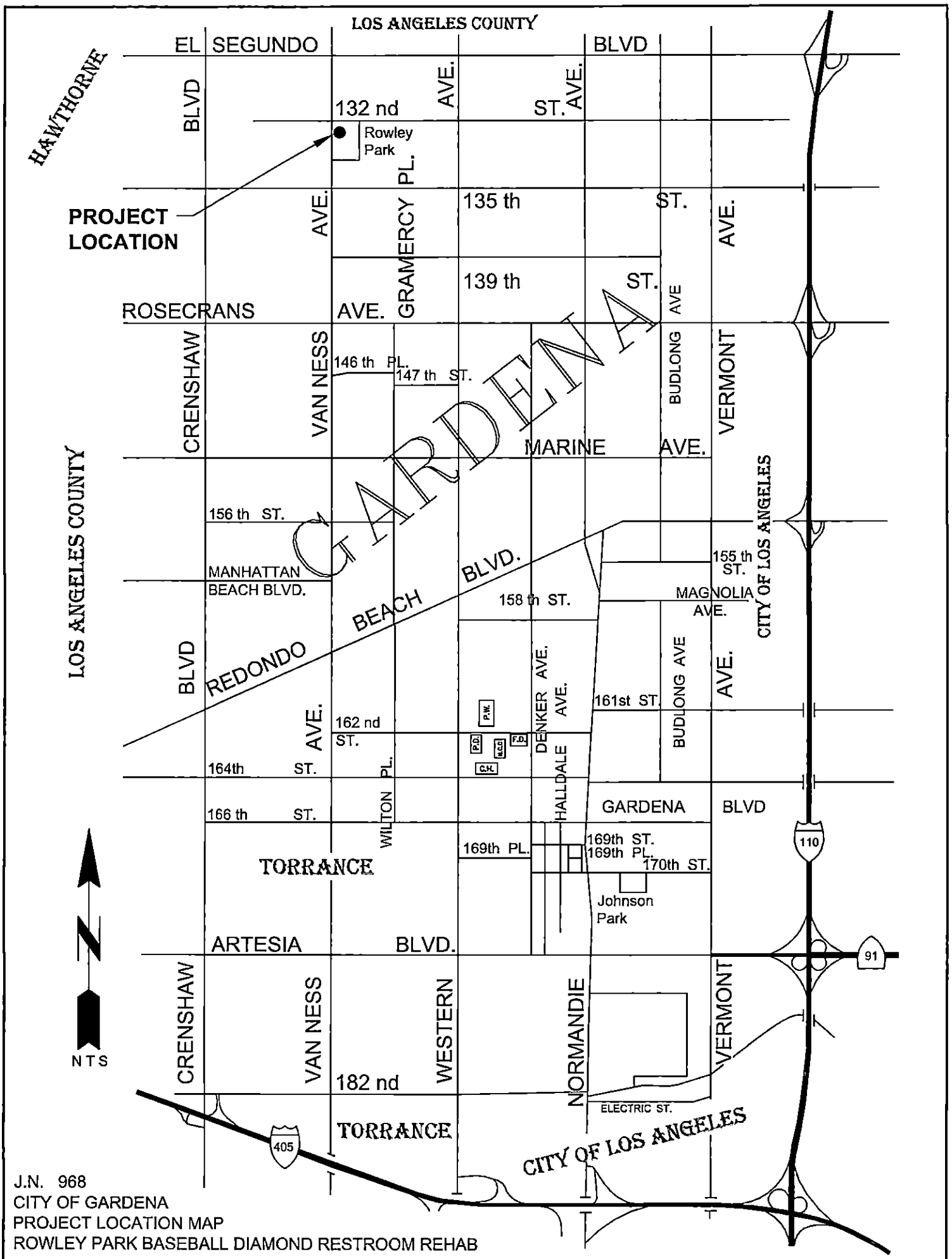
ATTACHMENT: Project Location Map

Submitted by: Joseph Cruz, Joseph Cruz, General Services Director

Date: 10/16/19

Concurred by: Clint Osorio, Clint Osorio, Interim City Manager

Date: 10/17/19





City of Gardena

City Council Meeting

Agenda Item No. 8. D. (2)

Department: GENERAL SERVICES

Meeting Date: October 22, 2019

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: AWARD CONSTRUCTION CONTRACTS FOR ROWLEY PARK AUDITORIUM HVAC SYSTEM & ROOFING RECONSTRUCTION, JN 980, TOTALING \$124,223.71 TO HONEYWELL INTERNATIONAL, INC. AND MIDWEST ROOFING CO., AND APPROVAL OF \$143,000 BUDGET APPROPRIATION TO COMPLETE THE PROJECT

COUNCIL ACTION REQUIRED:

Action Taken

Award Construction Contracts and Approve Budget Appropriation

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that the City Council:

- 1) Award construction contracts for Rowley Auditorium HVAC System and Roofing Reconstruction – HVAC System Reconstruction to *Honeywell International, Inc.* (\$61,424.71) and Roofing Reconstruction to *Midwest Roofing Co.* (\$62,799) in the aggregate amount of \$124,223.71.
- 2) Approve the budget appropriation of \$143,000 from Park-in-Lieu Fund Balance for the Rowley Park Auditorium HVAC System and Roofing Reconstruction (JN 980) to complete the project (\$124,223.71 plus a 15% contingency cost).

Four (4) informal bids for HVAC System Reconstruction and three (3) informal bids for Roofing Reconstruction were solicited without an advertisement per the State Informal Procurement Method. *Honeywell International, Inc.* and *Midwest Roofing Co* submitted the lowest responsible bids in each of their category.

The following bids were received by August 16, 2019:

HVAC System Reconstruction

- | | | |
|----|--|----------------|
| 1) | Honeywell International, Inc. – La Palma, CA | \$61,424.71 |
| 2) | ACCO Engineered Systems – El Segundo, CA | \$82,577.00 |
| 3) | EMCOR Services – Irvine, CA | Non-responsive |
| 4) | Midwest Roofing Co., Inc. – Gardena, CA | Non-responsive |

Roofing Reconstruction

- | | | |
|----|---|----------------|
| 1) | Midwest Roofing Co., Inc. – Gardena, CA | \$62,799.00 |
| 2) | Avalon Roofing, Inc. – Gardena, CA | Non-responsive |
| 3) | Weather Weld – Rancho Cucamonga, CA | Non-responsive |

Honeywell International, Inc. is a worldwide conglomerate company that produces commercial and consumer products and engineering services. The company currently has a maintenance contract with the City, thus vastly familiar with all existing HVAC systems. *Midwest Roofing Company* is a state-licensed roofing, metal product, and recently acquired HVAC contractor, specializing in Roofing and Solar. The company has successfully completed several City projects in the past.

FINANCIAL IMPACT/COST:

Budget Amount: \$143,000 (for Contract Awards plus Contingency)
Funding Source: Park in-Lieu Funds

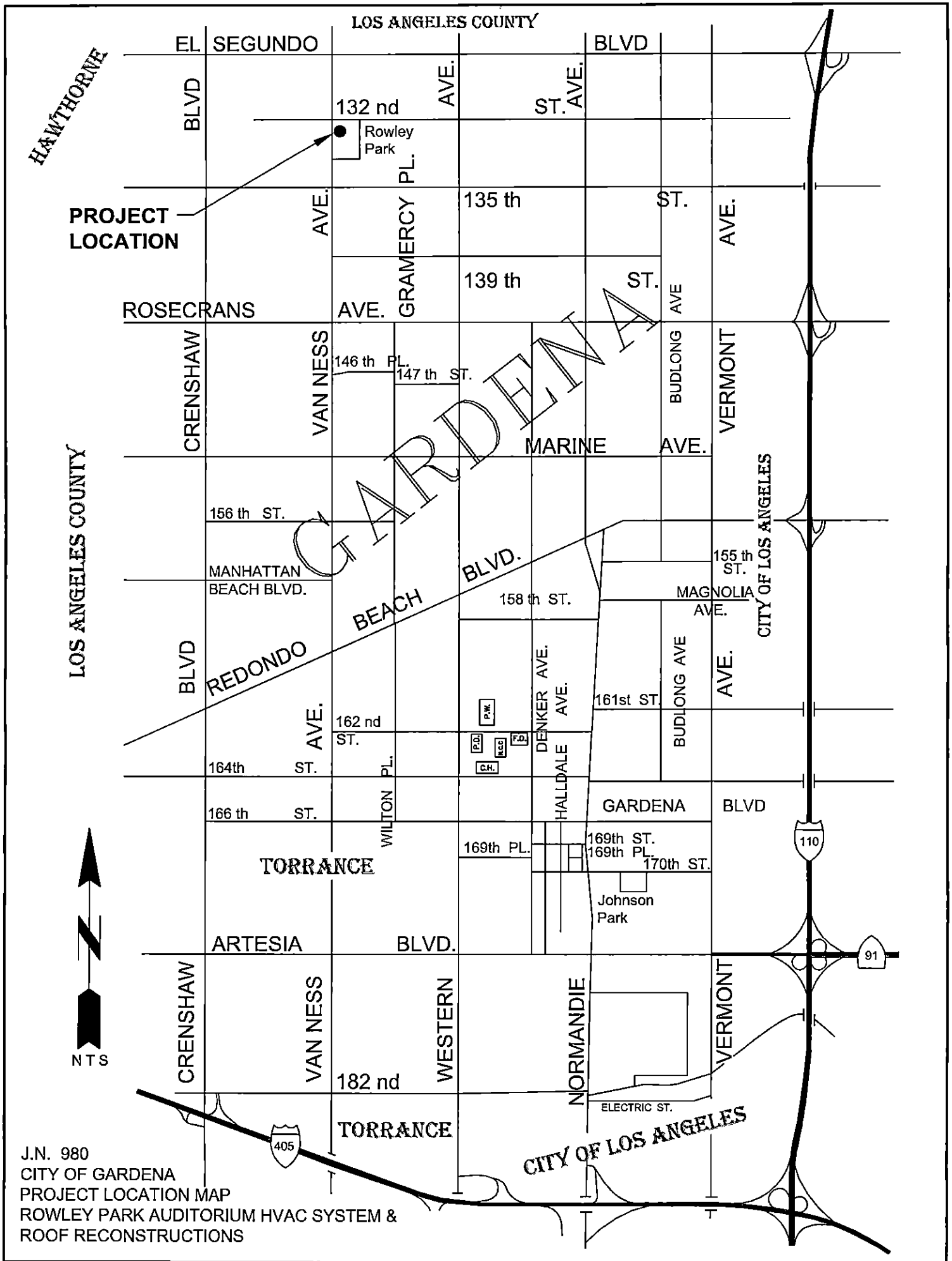
ATTACHMENTS: Project Location Map; Contracts: Honeywell International Inc. and Midwest Roofing Co., Inc.

Submitted by: Joseph Cruz, Joseph Cruz, General Services Director

Date: 10/16/19

Concurred by: Clint Osorio, Clint Osorio, Interim City Manager

Date: 10/17/19





PUBLIC WORKS CONTRACT

**ROWLEY PARK AUDITORIUM –
HVAC SYSTEM RECONSTRUCTION**

PROJECT NO. JN 980

CONTRACT

PROJECT NO. (JN 980)

THIS CONTRACT is made and entered by and between THE CITY OF GARDENA, a municipal corporation ("City") and HONEYWELL INTERNATIONAL, INC. (hereinafter "Contractor"). It is agreed by and between the parties that:

1. WORK

- 1.1 Contractor agrees to perform the following work for the City of Gardena as shown on the attached Notice of Inviting Informal Bids and submitted bid for:

PROJECT: ROWLEY PARK AUDITORIUM – HVAC SYSTEM RECONSTRUCTION
(13220 VAN NESS AVENUE, GARDENA CA 90249)

- 1.2 Should City, at any time during the progress of the Work, request any alterations, deviations, additions or omissions, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but will be added to, or deducted from, the amount of the Contract price, as the case may be, by a fair and reasonable valuation.
- 1.3 The Standard Specifications for Public Works Construction ("Greenbook") shall be the Standard Specifications of the City. Unless otherwise indicated, the latest edition, including supplements, of the Greenbook shall apply.

2. SCHEDULE

- 2.1 Contractor shall commence and diligently pursue the Project to completion in **Fifteen (15) working days**, except as such time may be extended in writing by City.
- 2.2 If the Work called for under the Contract is not completed before the date specified, damage will be sustained by City and it will be impracticable to determine the actual damage which City will sustain in the event of such delay. Therefore, it is agreed that Contractor shall pay to City \$100.00 per day for each and every working day's delay beyond the completion date. In the case the damages are not paid, Contractor agrees that City may deduct the amount from any money due or that may become due Contractor under the Contract. Compliance with the Greenbook is not required for liquidated damages to be assessed.

3. CONTRACT PRICE

- 3.1 City shall pay to Contractor as full consideration for the performance of the Work, the total sum of **Sixty-one thousand four hundred twenty-four and 71/100 dollars (\$61,424.71).**

4. PAYMENTS

- 4.1 If Contractor desires a progress payment, he shall invoice City for the amount of work satisfactorily completed and inspected as of the closure date. The invoice shall be delivered to the City Engineer. All requests for payment shall be accompanied by the appropriate conditional waiver and releases in the form set forth in Civil Code section 3262. A five percent (5%) retention shall be retained on all payments. In the event of any claims, amounts determined by the City Engineer to be adequate to cover such claims shall be withheld from the retention payment until resolution of the claims.
- 4.2 Payment requests that are determined to be improper shall be returned to Contractor with written explanation within 7 days after receipt. The number of days available to make payment without incurring interest shall be reduced by the number of days by which City exceeds the 7-day return requirement.
- 4.3 Within 60 days of the date of completion and acceptance of the Work, City will pay to Contractor the amount remaining after appropriate modifications are made for change orders, liquidated damages, or any other of the provisions of which, by the terms hereof, City is or may be authorized or required to reserve or retain funds. Any moneys withheld beyond the allowable amount or prescribed time will accrue interest at a rate of two percent per month until such time that said moneys are released to Contractor, at which time withheld moneys and accrued interest shall be dispensed. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed 150 percent of the disputed amount.
- 4.4 In the event there is any claim specifically excluded by Contractor from the operation of any release, there shall be retained by City an amount not to exceed the amount of the disputed claim. In the event of a dispute after completion of the Project, City may withhold an amount not to exceed 150 percent of the disputed amount.
- 4.5 No claim shall be made or be filed and neither City, nor any of its elected or appointed officers, employees, agents, or volunteers shall be liable, or held to pay any money, except as specifically provided in the Contract. The acceptance by Contractor of the final payment when no securities or certificates of deposit have been deposited in escrow or with City, or his acceptance from the escrow agent or City of the securities or certificates of deposit substituted for the retention, whichever is later, shall operate as, and shall be, a release to City, and its elected and appointed officers, employees, agents, and volunteers, from all claims and liability to Contractor for anything done or furnished for, or relating to, the Project or for any act or neglect of City or of any person relating to or affecting the Project, except claims previously made as provided for and in accordance with the provisions of the General Conditions and pending at the time of acceptance of final payment or of the securities or certificates of deposit, or the claim against City for the remainder, if any there be, of the amounts kept or retained due to unpaid claims.

5. LEGAL REQUIREMENTS

State Requirements

- 5.1 Contractor, its agents and employees shall be bound by and shall comply with all applicable federal, state and local laws regardless of whether enumerated herein.
- 5.2 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly as follows: Any project that was being monitored by the DIR's Compliance Monitoring Unit/Labor Commissioner as of **June 20, 2014** will continue to be monitored by the Labor Commissioner and the contractors on those projects must continue to furnish certified payroll records to the labor Commissioner until the project is complete. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relation (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>).

For all new projects awarded on or after **April 1, 2015**, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

For projects besides those listed above, the Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records.

As of **January 1, 2016**, the requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

Exceptions: The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

A. AWARD OF CONTRACT: The following are conditions to the award of the contract:

- i. for any bid submitted on or after March 1, 2015. Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relation pursuant to Labor Code Section 1725.5 subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Profession Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5 provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded); and
- ii. for any contract awarded on or after April 1, 2015. No contractor or subcontractor may be awarded this contract unless the contractor and each

subcontractor listed on the bid is registered with the Department of Industrial Relations pursuant to Section 1725.5.

Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, will disqualify a bidder or proposer.

These new requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding source.

- 5.3 In accordance with the requirements of the California Prevailing Wage Laws, Contractor and each Subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the work done under the Contract. The payroll records shall be certified and made available for inspection at all reasonable hours in accordance with the California Prevailing Wage Laws. Contractor shall be subject to, and fully comply with, all California Prevailing Wage Laws, including, but not limited to, those pertaining to the maintenance and inspection of certified payroll records.
- 5.4 Pursuant to California Labor Code section 1810 et seq., eight (8) hours labor constitutes a legal day's work. Contractor shall forfeit as a penalty to City the sum of \$25.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of these hours at a rate of at least one and one-half times the basic rate of pay. (Labor Code § 1813.) City may withhold from any monies payable on account of work performed by Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor, for unpaid wages and liquidated damages as provided for herein.
- 5.5 Contractor, and any subcontractor under Contractor, shall pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the Contract. (Labor Code § 1774.) Copies of the determination of the Director of the Department of Industrial Relations of the rate of per diem wages for each craft, classification or type of worker needed to execute the Contract are on file in, and available at, the office of City. (Labor Code § 1773.2.) When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the prevailing rate per diem wages for cash craft or type of workman needed to execute any contract which may be awarded by City, may be requested by contacting the State Board of Equalization at (800) 400-7115.
- 5.6 Contractor shall post a copy of the prevailing rates at the work site(s), for the duration of the Work. (Labor Code § 1773.2.)

- 5.7 Contractor shall comply with all provisions of Labor Code section 1775. In accordance with Labor Code section 1775, Contractor shall forfeit as a penalty to City not more than \$50.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor shall also pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.
- 5.8 Nothing in this Contract shall prevent Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor shall have responsibility for compliance with California Labor Code Section 1777.5 and 1777.6 for all apprenticeable occupations. These sections require that Contractor and subcontractors shall submit contract award information to the applicable joint apprenticeship committee, shall employ apprentices in apprenticeable occupations, shall contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Board and that Contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have written apprentice agreements will be employed in apprenticeable occupations.
- 5.9 Contractor warrants full compliance with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, City, its elected and appointed officers, employees, agents and volunteers from employer sanctions and any other liability which may be assessed against City in connection with any alleged violation of federal or state statutes or regulations pertaining to the eligibility for employment of person performing services under this Agreement.
- 5.10 Neither Contractor, nor any subcontractor under Contractor, shall discriminate in the employment of persons, including apprentices, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation or age of such person, except as provided in Sections 12940 and 12941 of the Government Code. Contractor shall have responsibility for compliance with this section. (Gov. Code §§ 12940, 12941.)
- 5.11 Contractor and all subcontractors shall, at Contractor and subcontractor's sole expense, obtain and maintain all necessary licenses for the Work, including but not limited to a valid business license, and give all necessary notices and pay all fees and taxes required by law.

- 5.12 Contractor shall be responsible for obtaining at its own expense, all construction permits and licenses required by the City, including for any subcontracting firm engaged in construction/installation for this Project.
- 5.13 In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties. (Gov. Code § 4552; Pub. Con. Code § 7103.5.)
- 5.14 Subcontractors who are ineligible pursuant to Labor Code sections 1777.1 and 1777.7 are ineligible to perform work under this Contract.

6. INDEPENDENT CONTRACTOR

Contractor is and shall at all times remain as to City a wholly-independent contractor. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, servants, agents or subcontractors, except as set forth in the Contract Documents. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors, are in any manner officers, employees, agents or subcontractors of City.

7. INDEMNIFICATION

- 7.1 To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Gardena and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the work performed under the Contract, or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision.

- 7.2 This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.
- 7.3 This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.
- 7.4 Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.
- 7.5 The prevailing party shall pay for reasonable attorney fees and costs incurred in relation to this indemnification provision.
- 7.6 Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b).
- 7.7 This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.
- 7.8 Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.
- 7.9 In the event there is more than one person or entity named in the Agreement as the Contractor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

8. QUALITY ASSURANCE

- 8.1 All materials furnished and all Work done under the Project shall be subject to rigid inspection. Work done in the absence of prescribed inspection may be required to be torn out and replaced and the entire cost of repair and replacement shall be borne by Contractor, irrespective of whether the work dismantled is found to be defective.
- 8.2 If the Work or materials, or any part thereof, shall be found defective any time before the final acceptance of the Project, Contractor shall immediately make good such defect without compensation in a manner satisfactory to the City, regardless of

any previous inspection or estimation of such Work for payment.

- 8.3 If Contractor fails or neglects to make ordered repairs and/or replacement of damaged property within ten (10) DAYS after the service of an order to do such repair and/or replacement, the City, may make the ordered repairs and/or replacement and deduct the cost thereof from the monies due Contractor.
- 8.4 Prior to final acceptance, Contractor shall restore all areas affected by the work to the original state of cleanliness and repair all damage done to the premises, including the grounds, by his workmen and equipment.

9. INSURANCE

- 9.1 Commencement of Work. Contractor shall not be authorized to commence Work under this Contract until it has obtained approved insurance. Before beginning Work hereunder, during the entire period of this Contract, for any extensions hereto, and for periods after the end of this Contract as may be indicated below, Contractor must have and maintain in place not less than the insurance coverages required in this Section at his sole cost and expense. Contractor's insurance shall comply with all items specified by this Contract. Any subcontractors shall be subject to all of the requirements of this Section and Contractor shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Contractor's insurance may cover all subcontractors. The insurance requirements are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Contract.
- 9.2. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A:VII, unless otherwise approved by City.
- 9.3 Coverages, Limits and Policy Requirements. Contractor shall maintain the types of coverages indicated below:
- 9.4 Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either one million dollars (\$1,000,000) per occurrence or two million dollars (\$2,000,000) aggregate.
- 9.5 Commercial Auto Liability Insurance - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The minimum auto insurance coverage shall be one million dollars (\$1,000,000) combined single limit per accident.
- 9.6 Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

- (i) City and its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy as respects liabilities arising out of the performance of any work done under the Contract.
- (ii) The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.
- (iii) For any claims with respect to the Project covered by this Contract, Contractor's insurance coverage shall be primary insurance as respects City and its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by City and its elected and appointed officers, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (iv) The policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

9.7 Course of Construction Insurance - Contractor shall provide course of construction insurance covering for "all risks" of loss in the amount of the completed value of the Work. The City shall be named as a loss payee and the insurer shall waive all rights of subrogation against the City. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, return receipt requested, is mailed to the City. Course of Construction Insurance may be provided for each separate Phase.

9.8 Worker's Compensation and Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars (\$1,000,000) per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

In accordance with the provisions of section 1860 of the California Labor Code, Contractor's attention is directed to the requirement that in accordance with the provisions of section 3700 of the California Labor Code, Contractor and every subcontractor will be required to secure the payment of compensation of his or her employees, or obtain a certificate of consent to self-insurance by the Director of Industrial Relations in accordance with the requirements of Section 3700 of the California Labor Code.

In accordance with the provisions of section 1861 of the California Labor Code, Contractor shall sign and file with the awarding body the following certification prior to performing any work on the Project:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- 9.9 Additional Requirements. The procuring of required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract. City shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Contractor shall be deemed in default hereunder.
- 9.10 Deductibles. Any deductible or self-insured retentions must be declared to and approved by City. Contractor shall guarantee that, at the option of the City, either: the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Contractor); or Contractor shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses in the amount of any deductibles or self-insured retentions.
- 9.11 Verification of Compliance. Contractor shall furnish City with the required endorsements attached hereto. All documents are to be received and approved by City before Work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Contract, Contractor shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Contractor shall provide full copies of any requested policies to City within three (3) days of any such request by City.
- 9.12 Termination for Lack of Required Coverage. If Contractor, for any reason, fails to have in place, at all times during the term of this Contract, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Contractor's expense and/or terminate this Contract. Contractor shall indemnify, defend and hold harmless City and its elected and appointed officers, employees, agents and volunteers from any claim resulting from failure of either Contractor or any subcontractor to take out or maintain any insurance required by this Contract.
- 9.13 Equipment Coverage

Any policy or policies of insurance Contractor or his subcontractors elect to carry as insurance against loss or damage to construction equipment and tools or other personal property shall include a provision waiving the insurer's right of subrogation against City.

10. SECURITY

- 10.1 Contractor shall not commence the Work under this Contract until Contractor has obtained all security required under this Section and such security has been approved by City as to form, amount and carrier.
- 10.2 Contractor shall maintain in full force and effect during the term of this Contract a certificate regarding workers' compensation, liability insurance certificates, proof of a valid business license and any other documents required by the Contract. If this Contract is for more than \$25,000.00, Contractor shall also maintain in full force and effect during the term of this Contract security guaranteeing one hundred percent (100%) of payment (labor and materials) and separate security guaranteeing one hundred percent (100%) of performance. If bonds are the chosen form of security, they shall be submitted on the forms which are part of the Contract Documents; no substitutions shall be accepted. The performance bond shall remain in effect for all deliverables for one full year from the date of acceptance of the Work to insure that defects which appear within said period will be repaired, replaced, or corrected by the Contractor at his own cost and expense to the satisfaction of the City Engineer within thirty (30) days after written notice thereof by City.
- 10.3 The surety shall be admitted to do business in California, listed with the State of California Department of Insurance and shall comply with all requirements of State law. (No surplus list surety will be accepted.) (Code of Civil Procedure § 995.311.)
- 10.4 If during this Contract any of the sureties upon the bonds become insufficient in the opinion of City, City may require additional sureties which Contractor shall furnish to City's satisfaction within 15 calendar days after written notice and failure to do so shall be considered a default by Contractor.

11. CITY'S RIGHT TO TERMINATE

- 11.1 If Contractor refuses or fails to prosecute the Work with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete the Work within such time, or if Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of his insolvency, or if Contractor or any subcontractor shall violate any of the provisions of this Contract, or should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, or instructions of City or otherwise breach this Contract, City shall serve written notice on Contractor and Contractor's sureties of the intention that this Contract be terminated together with the reasons therefor. Unless within five (5) working days after the service of such notice such condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Contract shall upon the expiration of said five (5) working days, cease and terminate. In such case,

Contractor shall not be entitled to receive any further payment until the Work is finished.

In event of any such termination, City shall immediately serve written notice thereof upon surety and Contractor, and surety shall have the right to take over and perform this Contract, provided, however, that if surety within five (5) working days after service upon it of said notice of termination does not give City written notice of its intention to take over and perform this Contract or does not commence performance thereof within ten (10) working days from the date of serving such notice, City may take over the Project and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor, and Contractor and its surety shall be jointly and severally liable to City for any excess cost or other damages occasioned City thereby. If City takes over the Project as herein above provided, City may, without liability for so doing, take possession of, and utilize in completing the Project, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Project and necessary therefor.

In the event of any such termination, Contractor will be paid for Work performed, less damages caused to City by the acts of Contractor causing the termination.

- 11.2 City may terminate the Contract at its own discretion for any reason. Upon such termination, City will pay Contractor fair and reasonable compensation as agreed upon between City and Contractor. In the event that no agreement is reached, City will be liable to Contractor only for the reasonable value of the Work performed and other actual costs sustained by Contractor.

12. WAIVER

No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

13. NOTICE

- 13.1 Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving notice or by a duly authorized representative of such party. Any notice shall not be effective for any purpose whatever unless served in the following manner:
- 13.2 Whenever it shall be necessary for either party to serve notice on the other respecting the Contract, such notice shall be in writing and served by personal delivery or by registered mail, postage prepaid, return receipt requested, addressed as follows:

City: **City of Gardena**
Kevin Kwak, P.E.
1717 W. 162nd Street
Gardena, CA 90247

Contractor: **Honeywell International, Inc.**
Serge Cardinal
22 Centerpointe Drive, Suite #100
La Palma, CA 90623

unless and until different addresses may be furnished in writing by either party to the other.

14. ASSIGNMENT

- 14.1 Contractor shall not assign the performance of the Contract, nor any part thereof, nor any monies due or to become due hereunder, without the prior written consent of City.
- 14.2 Subject to the provision of this Section regarding assignment, the Contract shall be binding upon the heirs, executors, administrators, successors, and assigns of Contractor.

15. ATTORNEY'S FEES

Except as specifically provided for herein, attorney's fees shall not be awarded to either party in any action in law or in equity, including an action for declaratory relief, brought to enforce or interpret the provisions of this Contract or to assert any claim resulting or alleged to result from its performance.

16. MISCELLANEOUS PROVISIONS

- 16.1 The Contract shall be effective from and after the date that this Contract is signed by the representatives of City.
- 16.2 This Contract may be made in counterparts.
- 16.3 The captions of the articles, sections, subsections, paragraphs and subparagraphs of the Contract are for reference only and are not to be construed in any way as a part of the Contract.
- 16.4 The rights and remedies contained in this Contract are cumulative, and in addition to and not in limitation of, any right or remedy at law or in equity to which City may be entitled.

- 16.5 Pursuant to Gardena Municipal Code Section 2.24.020(H), Contractor is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the city of Gardena until completion of Work.

17. ENTIRE AGREEMENT

- 17.1 This Contract integrates all terms and conditions in connection with the Work and supersedes all negotiations and prior understandings, either oral or in writing, in respect to the subject matter hereof.

- 17.2 The Contract shall not be amended except by a writing duly executed by the parties.

18. Claims Disputes

Any claims of Contractor, as "claims" are defined in California Public Contract Code Section 9204 shall be processed in accordance with that section. Section 9204 provides in relevant part that upon receiving a claim from a contractor, together with reasonable documentation to support the claim, a contracting public entity shall conduct a reasonable review of the claim and, within a period not to exceed 45 days [except as otherwise provided in Section 9204], shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply. If the contractor disputes the public entity's written response, or if the public entity fails to respond to a claim within the time prescribed, the contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the contractor sharing the associated costs equally. The public entity and contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to other applicable procedures.

IN WITNESS WHEREOF, THE PARTIES hereto have caused this Contract to be executed and attested by their duly authorized officers.

CITY

By: _____
CITY MANAGER (Sign)

Date: _____
SEAL

Attest:

By: _____
CITY CLERK (Sign)

Date: _____

CONTRACTOR

By: _____
Sign / Title

Date: _____

Attest: (Contractor)

By: _____
Sign / Title

Date: _____

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY (Sign)

Date: _____



PUBLIC WORKS CONTRACT
ROWLEY PARK AUDITORIUM – ROOFING RECONSTRUCTION
PROJECT NO. JN 980

CONTRACT

PROJECT NO. (JN 980)

THIS CONTRACT is made and entered by and between THE CITY OF GARDENA, a municipal corporation ("City") and MIDWEST ROOFING CO. INC. (hereinafter "Contractor"). It is agreed by and between the parties that:

1. WORK

- 1.1 Contractor agrees to perform the following work for the City of Gardena as shown on the attached Notice of Inviting Informal Bids and submitted bid for:

PROJECT: ROWLEY PARK ADUITORIUM – ROOFING RECONSTRUCTION
(13220 VAN NESS AVENUE, GARDENA CA 90249)

- 1.2 Should City, at any time during the progress of the Work, request any alterations, deviations, additions or omissions, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but will be added to, or deducted from, the amount of the Contract price, as the case may be, by a fair and reasonable valuation.
- 1.3 The Standard Specifications for Public Works Construction ("Greenbook") shall be the Standard Specifications of the City. Unless otherwise indicated, the latest edition, including supplements, of the Greenbook shall apply.

2. SCHEDULE

- 2.1 Contractor shall commence and diligently pursue the Project to completion in twenty (20) working days, except as such time may be extended in writing by City.
- 2.2 If the Work called for under the Contract is not completed before the date specified, damage will be sustained by City and it will be impracticable to determine the actual damage which City will sustain in the event of such delay. Therefore, it is agreed that Contractor shall pay to City \$100.00 per day for each and every working day's delay beyond the completion date. In the case the damages are not paid, Contractor agrees that City may deduct the amount from any money due or that may become due Contractor under the Contract. Compliance with the Greenbook is not required for liquidated damages to be assessed.

3. CONTRACT PRICE

- 3.1 City shall pay to Contractor as full consideration for the performance of the Work, the total sum of Sixty-two thousand seven hundred ninety-nine and 00/100 dollars (\$62,799.00).

4. PAYMENTS

- 4.1 If Contractor desires a progress payment, he shall invoice City for the amount of work satisfactorily completed and inspected as of the closure date. The invoice shall be delivered to the City Engineer. All requests for payment shall be accompanied by the appropriate conditional waiver and releases in the form set forth in Civil Code section 3262. A five percent (5%) retention shall be retained on all payments. In the event of any claims, amounts determined by the City Engineer to be adequate to cover such claims shall be withheld from the retention payment until resolution of the claims.
- 4.2 Payment requests that are determined to be improper shall be returned to Contractor with written explanation within 7 days after receipt. The number of days available to make payment without incurring interest shall be reduced by the number of days by which City exceeds the 7-day return requirement.
- 4.3 Within 60 days of the date of completion and acceptance of the Work, City will pay to Contractor the amount remaining after appropriate modifications are made for change orders, liquidated damages, or any other of the provisions of which, by the terms hereof, City is or may be authorized or required to reserve or retain funds. Any moneys withheld beyond the allowable amount or prescribed time will accrue interest at a rate of two percent per month until such time that said moneys are released to Contractor, at which time withheld moneys and accrued interest shall be dispensed. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed 150 percent of the disputed amount.
- 4.4 In the event there is any claim specifically excluded by Contractor from the operation of any release, there shall be retained by City an amount not to exceed the amount of the disputed claim. In the event of a dispute after completion of the Project, City may withhold an amount not to exceed 150 percent of the disputed amount.
- 4.5 No claim shall be made or be filed and neither City, nor any of its elected or appointed officers, employees, agents, or volunteers shall be liable, or held to pay any money, except as specifically provided in the Contract. The acceptance by Contractor of the final payment when no securities or certificates of deposit have been deposited in escrow or with City, or his acceptance from the escrow agent or City of the securities or certificates of deposit substituted for the retention, whichever is later, shall operate as, and shall be, a release to City, and its elected and appointed officers, employees, agents, and volunteers, from all claims and liability to Contractor for anything done or furnished for, or relating to, the Project or for any act or neglect of City or of any person relating to or affecting the Project, except claims previously made as provided for and in accordance with the provisions of the General Conditions and pending at the time of acceptance of final payment or of the securities or certificates of deposit, or the claim against City for the remainder, if any there be, of the amounts kept or retained due to unpaid claims.

5. LEGAL REQUIREMENTS

State Requirements

- 5.1 Contractor, its agents and employees shall be bound by and shall comply with all applicable federal, state and local laws regardless of whether enumerated herein.
- 5.2 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly as follows: Any project that was being monitored by the DIR's Compliance Monitoring Unit/Labor Commissioner as of **June 20, 2014** will continue to be monitored by the Labor Commissioner and the contractors on those projects must continue to furnish certified payroll records to the labor Commissioner until the project is complete. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relation (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>).

For all new projects awarded on or after **April 1, 2015**, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

For projects besides those listed above, the Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records.

As of **January 1, 2016**, the requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

Exceptions: The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

A. AWARD OF CONTRACT: The following are conditions to the award of the contract:

i. for any bid submitted on or after March 1, 2015. Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relation pursuant to Labor Code Section 1725.5 subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Profession Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5 provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded); and

ii. for any contract awarded on or after April 1, 2015. No contractor or subcontractor may be awarded this contract unless the contractor and each

subcontractor listed on the bid is registered with the Department of Industrial Relations pursuant to Section 1725.5.

Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, will disqualify a bidder or proposer.

These new requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding source.

- 5.3 In accordance with the requirements of the California Prevailing Wage Laws, Contractor and each Subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the work done under the Contract. The payroll records shall be certified and made available for inspection at all reasonable hours in accordance with the California Prevailing Wage Laws. Contractor shall be subject to, and fully comply with, all California Prevailing Wage Laws, including, but not limited to, those pertaining to the maintenance and inspection of certified payroll records.
- 5.4 Pursuant to California Labor Code section 1810 et seq., eight (8) hours labor constitutes a legal day's work. Contractor shall forfeit as a penalty to City the sum of \$25.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of these hours at a rate of at least one and one-half times the basic rate of pay. (Labor Code § 1813.) City may withhold from any monies payable on account of work performed by Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor, for unpaid wages and liquidated damages as provided for herein.
- 5.5 Contractor, and any subcontractor under Contractor, shall pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the Contract. (Labor Code § 1774.) Copies of the determination of the Director of the Department of Industrial Relations of the rate of per diem wages for each craft, classification or type of worker needed to execute the Contract are on file in, and available at, the office of City. (Labor Code § 1773.2.) When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the prevailing rate per diem wages for cash craft or type of workman needed to execute any contract which may be awarded by City, may be requested by contacting the State Board of Equalization at (800) 400-7115.
- 5.6 Contractor shall post a copy of the prevailing rates at the work site(s), for the duration of the Work. (Labor Code § 1773.2.)

- 5.7 Contractor shall comply with all provisions of Labor Code section 1775. In accordance with Labor Code section 1775, Contractor shall forfeit as a penalty to City not more than \$50.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor shall also pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.
- 5.8 Nothing in this Contract shall prevent Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor shall have responsibility for compliance with California Labor Code Section 1777.5 and 1777.6 for all apprenticeable occupations. These sections require that Contractor and subcontractors shall submit contract award information to the applicable joint apprenticeship committee, shall employ apprentices in apprenticeable occupations, shall contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Board and that Contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have written apprentice agreements will be employed in apprenticeable occupations.
- 5.9 Contractor warrants full compliance with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, City, its elected and appointed officers, employees, agents and volunteers from employer sanctions and any other liability which may be assessed against City in connection with any alleged violation of federal or state statutes or regulations pertaining to the eligibility for employment of person performing services under this Agreement.
- 5.10 Neither Contractor, nor any subcontractor under Contractor, shall discriminate in the employment of persons, including apprentices, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation or age of such person, except as provided in Sections 12940 and 12941 of the Government Code. Contractor shall have responsibility for compliance with this section. (Gov. Code §§ 12940, 12941.)
- 5.11 Contractor and all subcontractors shall, at Contractor and subcontractor's sole expense, obtain and maintain all necessary licenses for the Work, including but not limited to a valid business license, and give all necessary notices and pay all fees and taxes required by law.

- 5.12 Contractor shall be responsible for obtaining at its own expense, all construction permits and licenses required by the City, including for any subcontracting firm engaged in construction/installation for this Project.
- 5.13 In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties. (Gov. Code § 4552; Pub. Con. Code § 7103.5.)
- 5.14 Subcontractors who are ineligible pursuant to Labor Code sections 1777.1 and 1777.7 are ineligible to perform work under this Contract.

6. INDEPENDENT CONTRACTOR

Contractor is and shall at all times remain as to City a wholly-independent contractor. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, servants, agents or subcontractors, except as set forth in the Contract Documents. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors, are in any manner officers, employees, agents or subcontractors of City.

7. INDEMNIFICATION

- 7.1 To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Gardena and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the work performed under the Contract, or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision.

- 7.2 This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.
- 7.3 This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.
- 7.4 Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.
- 7.5 The prevailing party shall pay for reasonable attorney fees and costs incurred in relation to this indemnification provision.
- 7.6 Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b).
- 7.7 This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.
- 7.8 Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.
- 7.9 In the event there is more than one person or entity named in the Agreement as the Contractor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

8. QUALITY ASSURANCE

- 8.1 All materials furnished and all Work done under the Project shall be subject to rigid inspection. Work done in the absence of prescribed inspection may be required to be torn out and replaced and the entire cost of repair and replacement shall be borne by Contractor, irrespective of whether the work dismantled is found to be defective.
- 8.2 If the Work or materials, or any part thereof, shall be found defective any time before the final acceptance of the Project, Contractor shall immediately make good such defect without compensation in a manner satisfactory to the City, regardless of

any previous inspection or estimation of such Work for payment.

- 8.3 If Contractor fails or neglects to make ordered repairs and/or replacement of damaged property within ten (10) DAYS after the service of an order to do such repair and/or replacement, the City, may make the ordered repairs and/or replacement and deduct the cost thereof from the monies due Contractor.
- 8.4 Prior to final acceptance, Contractor shall restore all areas affected by the work to the original state of cleanliness and repair all damage done to the premises, including the grounds, by his workmen and equipment.

9. **INSURANCE**

- 9.1 **Commencement of Work.** Contractor shall not be authorized to commence Work under this Contract until it has obtained approved insurance. Before beginning Work hereunder, during the entire period of this Contract, for any extensions hereto, and for periods after the end of this Contract as may be indicated below, Contractor must have and maintain in place not less than the insurance coverages required in this Section at his sole cost and expense. Contractor's insurance shall comply with all items specified by this Contract. Any subcontractors shall be subject to all of the requirements of this Section and Contractor shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Contractor's insurance may cover all subcontractors. The insurance requirements are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Contract.
- 9.2. **Insurance Company Requirements.** All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-:VII, unless otherwise approved by City.
- 9.3 **Coverages, Limits and Policy Requirements.** Contractor shall maintain the types of coverages indicated below:
- 9.4 **Comprehensive General Liability Insurance.** A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either one million dollars (\$1,000,000) per occurrence or two million dollars (\$2,000,000) aggregate.
- 9.5 **Commercial Auto Liability Insurance** - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The minimum auto insurance coverage shall be one million dollars (\$1,000,000) combined single limit per accident.
- 9.6 **Policy Requirements.** The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

- (i) City and its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy as respects liabilities arising out of the performance of any work done under the Contract.
- (ii) The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.
- (iii) For any claims with respect to the Project covered by this Contract, Contractor's insurance coverage shall be primary insurance as respects City and its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by City and its elected and appointed officers, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (iv) The policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

9.7 Course of Construction Insurance - Contractor shall provide course of construction insurance covering for "all risks" of loss in the amount of the completed value of the Work. The City shall be named as a loss payee and the insurer shall waive all rights of subrogation against the City. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, return receipt requested, is mailed to the City. Course of Construction Insurance may be provided for each separate Phase.

9.8 Worker's Compensation and Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars (\$1,000,000) per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

In accordance with the provisions of section 1860 of the California Labor Code, Contractor's attention is directed to the requirement that in accordance with the provisions of section 3700 of the California Labor Code, Contractor and every subcontractor will be required to secure the payment of compensation of his or her employees, or obtain a certificate of consent to self-insurance by the Director of Industrial Relations in accordance with the requirements of Section 3700 of the California Labor Code.

In accordance with the provisions of section 1861 of the California Labor Code, Contractor shall sign and file with the awarding body the following certification prior to performing any work on the Project:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- 9.9 Additional Requirements. The procuring of required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract. City shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Contractor shall be deemed in default hereunder.
- 9.10 Deductibles. Any deductible or self-insured retentions must be declared to and approved by City. Contractor shall guarantee that, at the option of the City, either: the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Contractor); or Contractor shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses in the amount of any deductibles or self-insured retentions.
- 9.11 Verification of Compliance. Contractor shall furnish City with the required endorsements attached hereto. All documents are to be received and approved by City before Work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Contract, Contractor shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Contractor shall provide full copies of any requested policies to City within three (3) days of any such request by City.
- 9.12 Termination for Lack of Required Coverage. If Contractor, for any reason, fails to have in place, at all times during the term of this Contract, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Contractor's expense and/or terminate this Contract. Contractor shall indemnify, defend and hold harmless City and its elected and appointed officers, employees, agents and volunteers from any claim resulting from failure of either Contractor or any subcontractor to take out or maintain any insurance required by this Contract.
- 9.13 Equipment Coverage

Any policy or policies of insurance Contractor or his subcontractors elect to carry as insurance against loss or damage to construction equipment and tools or other personal property shall include a provision waiving the insurer's right of subrogation against City.

10. SECURITY

- 10.1 Contractor shall not commence the Work under this Contract until Contractor has obtained all security required under this Section and such security has been approved by City as to form, amount and carrier.
- 10.2 Contractor shall maintain in full force and effect during the term of this Contract a certificate regarding workers' compensation, liability insurance certificates, proof of a valid business license and any other documents required by the Contract. If this Contract is for more than \$25,000.00, Contractor shall also maintain in full force and effect during the term of this Contract security guaranteeing one hundred percent (100%) of payment (labor and materials) and separate security guaranteeing one hundred percent (100%) of performance. If bonds are the chosen form of security, they shall be submitted on the forms which are part of the Contract Documents; no substitutions shall be accepted. The performance bond shall remain in effect for all deliverables for one full year from the date of acceptance of the Work to insure that defects which appear within said period will be repaired, replaced, or corrected by the Contractor at his own cost and expense to the satisfaction of the City Engineer within thirty (30) days after written notice thereof by City.
- 10.3 The surety shall be admitted to do business in California, listed with the State of California Department of Insurance and shall comply with all requirements of State law. (No surplus list surety will be accepted.) (Code of Civil Procedure § 995.311.)
- 10.4 If during this Contract any of the sureties upon the bonds become insufficient in the opinion of City, City may require additional sureties which Contractor shall furnish to City's satisfaction within 15 calendar days after written notice and failure to do so shall be considered a default by Contractor.

11. CITY'S RIGHT TO TERMINATE

- 11.1 If Contractor refuses or fails to prosecute the Work with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete the Work within such time, or if Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of his insolvency, or if Contractor or any subcontractor shall violate any of the provisions of this Contract, or should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, or instructions of City or otherwise breach this Contract, City shall serve written notice on Contractor and Contractor's sureties of the intention that this Contract be terminated together with the reasons therefor. Unless within five (5) working days after the service of such notice such condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Contract shall upon the expiration of said five (5) working days, cease and terminate. In such case,

Contractor shall not be entitled to receive any further payment until the Work is finished.

In event of any such termination, City shall immediately serve written notice thereof upon surety and Contractor, and surety shall have the right to take over and perform this Contract, provided, however, that if surety within five (5) working days after service upon it of said notice of termination does not give City written notice of its intention to take over and perform this Contract or does not commence performance thereof within ten (10) working days from the date of serving such notice, City may take over the Project and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor, and Contractor and its surety shall be jointly and severally liable to City for any excess cost or other damages occasioned City thereby. If City takes over the Project as herein above provided, City may, without liability for so doing, take possession of, and utilize in completing the Project, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Project and necessary therefor.

In the event of any such termination, Contractor will be paid for Work performed, less damages caused to City by the acts of Contractor causing the termination.

- 11.2 City may terminate the Contract at its own discretion for any reason. Upon such termination, City will pay Contractor fair and reasonable compensation as agreed upon between City and Contractor. In the event that no agreement is reached, City will be liable to Contractor only for the reasonable value of the Work performed and other actual costs sustained by Contractor.

12. WAIVER

No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

13. NOTICE

- 13.1 Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving notice or by a duly authorized representative of such party. Any notice shall not be effective for any purpose whatever unless served in the following manner:
- 13.2 Whenever it shall be necessary for either party to serve notice on the other respecting the Contract, such notice shall be in writing and served by personal delivery or by registered mail, postage prepaid, return receipt requested, addressed as follows:

City: **City of Gardena**
Kevin Kwak, P.E.
1717 W. 162nd Street
Gardena, CA 90247

Contractor: **Midwest Roofing Co., Inc.**
Randy Quinton
22 Centerpointe Drive, Suite #100
La Palma, CA 90623

unless and until different addresses may be furnished in writing by either party to the other.

14. ASSIGNMENT

- 14.1 Contractor shall not assign the performance of the Contract, nor any part thereof, nor any monies due or to become due hereunder, without the prior written consent of City.
- 14.2 Subject to the provision of this Section regarding assignment, the Contract shall be binding upon the heirs, executors, administrators, successors, and assigns of Contractor.

15. ATTORNEY'S FEES

Except as specifically provided for herein, attorney's fees shall not be awarded to either party in any action in law or in equity, including an action for declaratory relief, brought to enforce or interpret the provisions of this Contract or to assert any claim resulting or alleged to result from its performance.

16. MISCELLANEOUS PROVISIONS

- 16.1 The Contract shall be effective from and after the date that this Contract is signed by the representatives of City.
- 16.2 This Contract may be made in counterparts.
- 16.3 The captions of the articles, sections, subsections, paragraphs and subparagraphs of the Contract are for reference only and are not to be construed in any way as a part of the Contract.
- 16.4 The rights and remedies contained in this Contract are cumulative, and in addition to and not in limitation of, any right or remedy at law or in equity to which City may be entitled.

- 16.5 Pursuant to Gardena Municipal Code Section 2.24.020(H), Contractor is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the city of Gardena until completion of Work.

17. ENTIRE AGREEMENT

- 17.1 This Contract integrates all terms and conditions in connection with the Work and supersedes all negotiations and prior understandings, either oral or in writing, in respect to the subject matter hereof.
- 17.2 The Contract shall not be amended except by a writing duly executed by the parties.

18. Claims Disputes

Any claims of Contractor, as "claims" are defined in California Public Contract Code Section 9204 shall be processed in accordance with that section. Section 9204 provides in relevant part that upon receiving a claim from a contractor, together with reasonable documentation to support the claim, a contracting public entity shall conduct a reasonable review of the claim and, within a period not to exceed 45 days [except as otherwise provided in Section 9204], shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply. If the contractor disputes the public entity's written response, or if the public entity fails to respond to a claim within the time prescribed, the contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the contractor sharing the associated costs equally. The public entity and contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to other applicable procedures.

IN WITNESS WHEREOF, THE PARTIES hereto have caused this Contract to be executed and attested by their duly authorized officers.

CITY

By: _____
CITY MANAGER (Sign)

Date: _____
SEAL

Attest:

By: _____
CITY CLERK (Sign)

Date: _____

CONTRACTOR

By: _____
Sign / Title

Date: _____

Attest: (Contractor)

By: _____
Sign / Title

Date: _____

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY (Sign)

Date: _____