



# GARDENA CITY COUNCIL

## Regular Meeting Notice and Agenda

Council Chamber at City Hall  
1700 W. 162<sup>nd</sup> Street, Gardena, California  
Website: [www.cityofgardena.org](http://www.cityofgardena.org)

**TASHA CERDA**, Mayor  
**MARK E. HENDERSON**, Mayor Pro Tem  
**PAULETTE C. FRANCIS**, Council Member  
**ART KASKANIAN**, Council Member  
**RODNEY G. TANAKA**, Council Member

**MINA SEMENZA**, City Clerk  
**J. INGRID TSUKIYAMA**, City Treasurer  
**CLINT OSORIO**, City Manager  
**CARMEN VASQUEZ**, City Attorney  
**LISA KRANITZ**, Assistant City Attorney  
**PETER L. WALLIN**, Deputy City Attorney

**Tuesday, February 23, 2021**

**Closed Session – 7:00 p.m.**

**Open Session – 7:30 p.m.**

In order to minimize the spread of the COVID 19 virus Governor Newsom has issued Executive Orders that temporarily suspend requirements of the Brown Act. Please be advised that the Council Chambers are closed to the public and that some, or all, of the Gardena City Council Members may attend this meeting telephonically.

If you would like to participate in this meeting, you can participate via the following options:

1. VIEW THE MEETING live on SPECTRUM CHANNEL 22 or ONLINE at [youtube.com/Cityofgardena](http://youtube.com/Cityofgardena)
2. PARTICIPATE BEFORE THE MEETING by emailing the Deputy City Clerk at [bromero@cityofgardena.org](mailto:bromero@cityofgardena.org) by 5:00p.m. on the day of the meeting and write "Public Comment" in the subject line. Comments will be read into the record up to the time limit of three (3) minutes.
3. PARTICIPATE DURING THE MEETING VIA ZOOM WEBINAR
  - Join Zoom Meeting Via the Internet or Via Phone Conference
  - Direct URL: <https://us02web.zoom.us/j/81567971803>  
Phone number: US: +1 669 900 9128, Meeting ID: 815 6797 1803
  - If you wish to speak live on a specific agenda item during the meeting you, may use the "Raise your Hand" feature during the item you wish to speak on. For Non-Agenda Items, you would be allowed to speak during Oral Communications, and during a Public Hearing you would be allowed to speak when the Mayor opens the Public Hearing. Members of the public wishing to address the City Council will be given three (3) minutes to speak.
4. The City of Gardena, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office by phone (310) 217-9565 or email [bromero@cityofgardena.org](mailto:bromero@cityofgardena.org) at least 24 hours prior to the scheduled general meeting to ensure assistance is provided. Assistive listening devices are available.

**The City of Gardena thanks you in advance for taking all precautions to prevent spreading the COVID 19 virus.**

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**STANDARDS OF BEHAVIOR THAT PROMOTE CIVILITY  
AT ALL PUBLIC MEETINGS**

- Treat everyone **courteously**;
- Listen to others **respectfully**;
- Exercise **self-control**;
- Give **open-minded** consideration to all viewpoints;
- Focus on the issues and **avoid personalizing debate**; and
- **Embrace respectful disagreement** and dissent as democratic rights, inherent components of an inclusive public process, and tools for forging sound decisions.

***Thank you for your attendance and cooperation.***

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**1. ROLL CALL**

**PUBLIC COMMENT ON CLOSED SESSION**

*Public comment is permitted only on the items that have been described on this agenda (GC §54954.3).*

**2. CLOSED SESSION**

A. CONFERENCE WITH LEGAL COUNSEL  
ANTICIPATED LITIGATION

Initial of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9  
(One [1] Matter)

**3. PLEDGE OF ALLEGIANCE & INVOCATION**

Rafael Medina and Laura Orozco  
Amestoy Elementary School

**4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS**

A. PRESENTATIONS

- (1) Certificate of Recognition to Charlotte Lynch in Appreciation of Her Service to the Community as a Member of the Senior Citizens Commission – ***Certificate to be mailed to Ms. Lynch***

B. PROCLAMATIONS

- (1) 'WOMEN'S HISTORY MONTH,' March 2021 (***to be proclaimed only***)

#### **4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS (Continued)**

##### **C. APPOINTMENTS**

- (1) Council Appointments to Commissions, Committees, Councils, and Boards  
(Appointees to be Ratified and Sworn In)
  - (a) Human Services Commission
  - (b) Planning and Environmental Quality Commission
  - (c) Recreation and Parks Commission
  - (d) Senior Citizens Commission
  - (e) Gardena Youth Commission
  - (f) Gardena Beautification Committee
  - (g) Gardena Economic Business Advisory Council
  - (h) Gardena Rent Mediation Board, Owner Representative
  - (i) Gardena Rent Mediation Board, Tenant Representative
  - (j) Gardena Rent Mediation Board, At-Large Representative

#### **5. CONSENT CALENDAR**

##### **NOTICE TO THE PUBLIC**

**Roll Call Vote Required on Consent Calendar** All matters listed under the Consent Calendar will be enacted by one motion unless a Council member requests Council discussion, in which case that item will be removed from the Consent Calendar and considered separately following this portion of the agenda.

- A. Waiver of Reading in Full of All Ordinances Listed on This Agenda and That They Be Read by Title Only

##### **B. CITY CLERK**

- (1) Approval Minutes
  - (a) Regular Meeting of the City Council, January 12, 2021
- (2) Receive and File of Minutes
  - (a) Planning & Environmental Quality Commission, December 8, 2020
- (3) Accept the Resignation of Senior Citizens Commission Member Charlotte Lynch Effective January 28, 2021 and Direct the City Clerk to post the vacancy pursuant to Government Code Section 54974.
- (4) Affidavit of Posting Agenda on February 19, 2021

##### **C. CITY TREASURER**

- (1) Approval of Warrants / Payroll Register
  - (a) February 23, 2021

5. **CONSENT CALENDAR (Continued)**

D. **CITY MANAGER**

(1) Personnel Report No. P-2021-04

6. **EXCLUDED CONSENT CALENDAR**

7. **PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET**

A. **FEBRUARY 16, 2021 MEETING**

(1) **Environmental Assessment #16-20, Modification to Site Plan Review #7-18**

The Planning Commission considered a request for a modification to a site plan review previously approved for the Normandie Estates Courtyard Project (Phase II of the Normandie Estates Specific Plan). The request was to scale the project down to reduce the project height from three to two-story unit homes and direction to staff to file a Notice of Exemption.

**Project Location: 1348 West 168th Street (APN # 6111-012-003)**

**Applicant: Maupin Development Inc.**

**Commission Action:** The Commission approved Resolution No. PC 1-21, approving Modification #1 to Site Plan Review #7-18.

**City Council Action:** Call for Review or Receive and File as to this Item

(2) **Environmental Assessment #1-21, Zone Code Amendment #1-21, GPA #1-21**

The Planning Commission considered amending the Land Use Plan of the City's General Plan to allow higher floor area ratios in the Commercial and Industrial General Plan land use areas when allowed by the Gardena Zoning Code and also amending development standards in the Gardena Zoning Code, primarily relating to amenity hotels.

**Project Location: Citywide**

**Applicant: City**

**Commission Action:** The Commission approved Resolution No. PC 2-21, recommending the City Council adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting program, recommending the City Council adopt the General Plan Amendment, and recommending the City Council adopt the Zone Code Amendment with the exception that a Conditional Use Permit still be required for amenity hotels, a ten-foot yard setback on side streets still be required, and no changes to the parking ratio for amenity hotels.

**City Council Action:** These items will be scheduled for the City Council meeting of March 9, 2021

*(To view the complete Planning Commission Packet, [Click Here](#))*



**ORAL COMMUNICATIONS (Limited to a 30-minute period)**

*Oral Communications by the public will be heard for one-half hour at or before 8:30 p.m. or at the conclusion of the last agenda item commenced prior to 8:30 p.m. Oral Communications not concluded at that time shall be resumed at the end of the meeting after Council Reports. Speakers are to limit their remarks to three minutes. Your cooperation is appreciated.*

**8. DEPARTMENTAL ITEMS**

A. ADMINISTRATIVE SERVICES

- (1) RESOLUTION NO. 6500, Approving the Application for Statewide Park Development and Community Revitalization Program Grant Funds for the Gardena Community Aquatic & Senior Center

**Staff Recommendation: Adopt Resolution No. 6500**

B. COMMUNITY DEVELOPMENT – **No Items**

C. ELECTED & ADMINISTRATIVE OFFICES

- (1) Approve Second Amendment to Operating Covenant Agreement with Faraday Future Inc.

**Staff Recommendation: Approve Second Amendment**

- (2) COVID-19 Update

D. PUBLIC WORKS – **No Items**

E. POLICE – **No Items**

F. RECREATION & HUMAN SERVICES – **No Items**

G. TRANSPORTATION – **No Items**

**9. COUNCIL ITEMS, DIRECTIVES, & REMARKS**

A. COUNCIL ITEMS

B. COUNCIL DIRECTIVES

C. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

D. COUNCIL REMARKS

- (1) COUNCIL MEMBER FRANCIS  
(2) COUNCIL MEMBER KASKANIAN  
(3) COUNCIL MEMBER TANAKA  
(4) MAYOR CERDA  
(5) MAYOR PRO TEM HENDERSON

**10. ANNOUNCEMENTS**

**11. REMEMBRANCES**

**Mr. Robert "Bob" Horii**; 89 years of age, beloved longtime resident of Gardena. At the age of 11, Mr. Horii and his family were relocated to the Gila River Internment Camp in Arizona for the duration of WWII. He served in the Army Corp of Engineers during the Korean War, and he had a 43-year career in the City of Los Angeles Bureau of Engineering. Mr. Horii and his wife, Mary, were married for 61 years. Mr. Horii was also very active in many civic organizations in the Japanese American community, including serving as past president of the Gardena Evening Optimist Club and the Gardena Valley Japanese Cultural Institute.

**12. ADJOURNMENT**

The Gardena City Council will adjourn to the Closed Session portion of the City Council Meeting at 7:00 p.m. followed by the Regular City Council Meeting at 7:30 p.m. on Tuesday, March 9, 2021.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted in the City Hall lobby not less than 72 hours prior to the meeting. A copy of said Agenda is available on our website at [www.CityofGardena.org](http://www.CityofGardena.org).

Dated this 19th day of February 2021

/s/ MINA SEMENZA  
MINA SEMENZA, City Clerk

# Certificate of Recognition

*presented to*

## CHARLOTTE LYNCH

*In united and whole-hearted recognition and in official acknowledgment of a long-time resident of Gardena  
who has given of herself so liberally to this City and community for MANY YEARS  
of exemplary, dedicated community leadership and service as a*

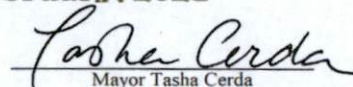
**Member**

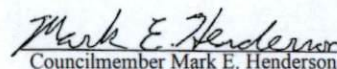
**CHIEF OF POLICE CITIZEN ADVISORY PANEL  
COMMUNITY EMERGENCY RESPONSE TEAM  
SENIOR CITIZENS COMMISSION.**

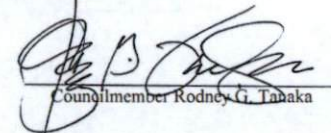
We, the Mayor and Members of the City Council of the City of Gardena, California, offer an official Gardena farewell to her and her husband, extend our sincere best wishes for their continued good health, for much happiness, and share with her our genuine desire that they may enjoy many rewarding years into the future in their new home in Tennessee. Ms. Lynch will certainly be missed.

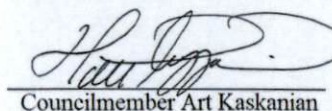
*The lives of everyone whom this unforgettable woman has encountered have been unquestionably enriched.  
For her exemplary dedication to this City, Gardena's officials and citizens are most grateful.*

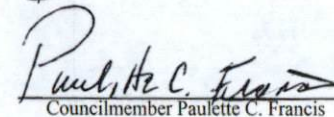
**Presented this twenty-third day of February, 2021**

  
Mayor Tasha Cerda

  
Councilmember Mark E. Henderson

  
Councilmember Rodney G. Tabaka

  
Councilmember Art Kaskanian

  
Councilmember Paulette C. Francis



TO BE PROCLAIMED ONLY

## **“ WOMEN’S HISTORY MONTH ”**

— **MARCH 2021** —

in 1987, Congress established March to be “Women’s History Month” to recognize the achievements of American woman of every race, class, and ethnic background that have made historic contributions to the growth and strength of our Nation.

The Women’s History Month theme for 2021 is

### **“ Valiant Women of the Vote: Refusing to Be Silenced. ”**

This theme is to honor the brave women who fought to win suffrage rights for women, and for the women who continue to fight for the voting rights of others.

Therefore, I, Tasha Cerda, Mayor of the City of Gardena, California, hereby proclaim the month of **MARCH 2021**, to be

## **“ WOMEN’S HISTORY MONTH ”**

in the City of Gardena and encourage all citizens to recognize and honor the spirit, leadership, and vital and enduring contributions of women in our community, in California, and throughout our Nation.

**MINUTES  
Regular Meeting of the  
City of Gardena City Council  
Tuesday, January 12, 2021**

The regular meeting of the City Council of the City of Gardena, California, was called to order at 7:00 p.m. on Tuesday, January 12, 2021, in the Council Chamber of City Hall, 1700 West 162<sup>nd</sup> Street, Gardena, California: Mayor Tasha Cerda presiding.

**1. ROLL CALL**

Present: Mayor Tasha Cerda; Mayor Pro Tem Mark E. Henderson; Council Member Rodney G. Tanaka; and Council Member Paulette C. Francis; Council Member Art Kaskanian was away on an excused absence. Other City Officials and Employees present: City Manager Clint Osorio; City Attorney Carmen Vasquez; City Clerk Mina Semenza; and Deputy City Clerk Becky Romero. City Treasurer Ingrid Tsukiyama was not present.

At 7:01 p.m., the City Council recessed into Closed Session in the Management Information Center of the Council Chamber at City Hall, with the following in attendance: Mayor Tasha Cerda; Mayor Pro Tem Mark E. Henderson; Council Member Rodney G. Tanaka; and Council Member Paulette C. Francis; City Manager Clint Osorio; and City Attorney Carmen Vasquez.

**2. CLOSED SESSION**

**A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Government Code Section 54956.8

Property: 2501 W. Rosecrans Ave Gardena, CA 90249

Agency Negotiator: Clint Osorio, City Manager

Negotiating Parties: Casey Metcalf, JP Morgan Chase BK NA

Under Negotiation: Price and Terms of Payment

**Mayor Cerda reconvened the meeting to the Regular Open Session at 8:00 p.m., and the City Clerk noted the return of all Council Members who were present at the meeting.**

*When City Attorney Vasquez was asked if there were any reportable actions from the Closed Session, she stated that no reportable action had been taken.*

**3. PLEDGE OF ALLEGIANCE & INVOCATION**

**A. PLEDGE OF ALLEGIANCE**

Akunna Emchete and Joel Nwafor, led the Pledge of Allegiance. Both Akunna and Joel are students at Maria Regina Catholic School. Akunna and Joel are both members of Maria Regina's athletic teams and choir. Both have also held Student Council offices, and both are also Honor Roll students.

**B. INVOCATION**

Council Member Rodney G. Tanaka led the Invocation.

**4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS**

**A. PRESENTATIONS – None**

**4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS** (Continued)

**B. PROCLAMATIONS**

- (1) Dr. Martin Luther King Jr. Celebration Week," January 10 through 18, 2021

*Proclamation was accepted by Ms. Paulette C. Francis, Chair of Dr. Martin Luther King Jr. Cultural Committee of Gardena. A video presentation was presented.*

**C. APPOINTMENTS – No Appointments were made**

- (1) Council Appointments to Commissions, Committees, Councils, and Boards  
(Appointees to be Ratified and Sworn In)

- (a) Human Services Commission
- (b) Planning and Environmental Quality Commission
- (c) Recreation and Parks Commission
- (d) Senior Citizens Commission
- (e) Gardena Youth Commission
- (f) Gardena Beautification Committee
- (g) Gardena Economic Business Advisory Council
- (h) Gardena Rent Mediation Board, Owner Representative
- (i) Gardena Rent Mediation Board, Tenant Representative
- (j) Gardena Rent Mediation Board, At-Large Representative

**5. CONSENT CALENDAR**

**A. WAIVER OF READING IN FULL OF ALL ORDINANCES LISTED ON THIS AGENDA AND THAT THEY BE READ BY TITLE ONLY**

**B. CITY CLERK**

- (1) Minutes of

- (a) **Approved:** Regular Meeting of the City Council, October 13, 2020
- (b) **Approved:** Regular Meeting of the City Council, October 27, 2020

- (2) **Approved:** Affidavit of Posting Agenda on January 8, 2021

**C. CITY TREASURER**

- (1) **Approved:** Warrants / Payroll Register

- (a) December 22, 2020: Wire Transfer: 11954-11961; Prepay: 161442-161444-161445; Check Nos. 161446-161633 - for a total Warrants issued in the amount of \$4,673,807.43; Total Payroll Issued for December 18, 2020: \$2,046,058.43

- (b) January 12, 2021: Wire Transfer: 11964; Prepay: 161634; Check Nos. 161636-161743; - for a total Warrants issued in the amount of \$1,918,605.70; Total Payroll Issued for December 31, 2020: \$1,447,367.25.

- (2) **Approved:** Monthly Portfolio

- (a) October 2020

5. CONSENT CALENDAR (Continued)

D. CITY MANAGER

- (1) Approved: Personnel Report No. P-2021-01
- (2) Approved: CM - RESOLUTION NO. 6491, Amending the List of Authorized Games and Authorizing the Play of Certain Games in Licensed Card Clubs

RESOLUTION NO. 6491

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AMENDING THE LIST OF AUTHORIZED GAMES AND AUTHORIZING THE PLAY OF CERTAIN GAMES IN LICENSED CARD CLUBS

- (3) Approved: CDD - SECOND READING: ORDINANCE NO. 1821: Adding Chapter 18.57 to the Gardena Municipal Code allowing low barrier navigation centers in the Mixed-Use Overlay and Commercial Residential zones as a permitted use as required by State law. A low barrier navigation center assists homeless individuals by removing barriers to finding temporary housing. The Ordinance is exempt from CEQA.

ORDINANCE NO. 1821

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY COUNCIL OF THE CITY OF GARDENA ADDING CHAPTER 18.57 TO THE GARDENA MUNICIPAL CODE RELATING TO LOW BARRIER NAVIGATION CENTERS

- (4) Approved: CDD - SECOND READING: ORDINANCE NO. 1824: Approving Zone Change #3-20 changing the Zoning of a property located at 1108 W. 141st Street from Medium Density Multiple-Family Residential (R-3) and High-Density Multiple-Family Residential (R-4) to General Commercial (C-3) with a Mixed-Use Overlay (MUO)  
LOCATION: 1108 W. 141st Street  
APPLICANT: Gardena LF,

ORDINANCE NO. 1824

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING ZONE CHANGE #3-20 REZONING THE PROPERTY LOCATED AT 1108 W. 141<sup>st</sup> STREET FROM MEDIUM (R-3) AND HIGH (R-4) DENSITY MULTIPLE-FAMILY RESIDENTIAL TO GENERAL COMMERCIAL (C-3) WITH A MIXED USE OVERLAY (MUO)(ZC #3-20; APN: 6115-0155-023)

- (5) Approved: CDD - RESOLUTION NO. 6490: Establishing Regulatory Fees for Wholesalers or Distributors of Fireworks

RESOLUTION NO. 6490

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ESTABLISHING REGULATORY FEES FOR WHOLESALERS OR DISTRIBUTORS OF FIREWORKS IN ACCORDANCE WITH SECTION 8.16.115 OF THE GARDENA MUNICIPAL CODE FOR CALENDAR YEAR 2021



5. CONSENT CALENDAR (Continued)

D. CITY MANAGER (Continued)

- (5) **Approved:** CDD - RESOLUTION NO. 6490: Establishing Regulatory Fees for Wholesalers or Distributors of Fireworks (Continued)

**It was moved by Council Member Tanaka, seconded by Mayor Pro Tem Henderson, and carried by the following roll call vote to Approve all Items on the Consent Calendar:**

**Ayes:** Council Member Tanaka and Mayor Pro Tem Henderson, Council Member Francis, and Mayor Cerda  
**Noes:** None  
**Absent:** Council Member Kaskanian

6. EXCLUDED CONSENT CALENDAR

7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

A. DECEMBER 15, 2020, MEETING – *Meeting Cancelled*

ORAL COMMUNICATIONS

Wendy Lee, Mayme Dear Library Manager: the library has been offering and will continue to offer sidewalk service in the new year where customers can pick up their holds in a safe and convenient way; it was very well used by the community last year and she anticipates that it will continue to be popular until the library is able to re-open. They are also going to continue wireless printing pickup and virtual programs that can be found on [www.lacountylibrary.org](http://www.lacountylibrary.org) and very recently added a new service where patrons can borrow a laptop and hotspot wi-fi kit to take home for three weeks at a time. There is no cost involved, all you need is a library card in good standing, additional information can be obtained by visiting [www.lacounty.org](http://www.lacounty.org).

8. DEPARTMENTAL ITEMS

A. ADMINISTRATIVE SERVICES – *No Items*

B. COMMUNITY DEVELOPMENT

- (1) PUBLIC HEARING: RESOLUTION NO. 6493, Approving Site Plan Review #5-20 and Vesting Tentative Tract Map #4-20 for the Construction of 52 New Residential Condominium Units in the General Commercial and Mixed-Use Overlay (C-3/MUO) Zone Per Section 18.44.010.A and Chapter 17.08 of the Gardena Municipal Code, and Direction to Staff to File a Notice of Exemption following a Call for Review (2500 West Rosecrans / APN: 4064-003-028, 040)

RESOLUTION NO. 6493

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING SITE PLAN REVIEW #5-20 AND VESTING TENTATIVE TRACT MAP #4-20 FOR THE CONSTRUCTION OF 52 NEW RESIDENTIAL CONDOMINIUM UNITS IN THE GENERAL COMMERCIAL AND MIXED-USE OVERLAY (C-3/MUO) ZONE PER SECTION 18.44.010.A AND CHAPTER 17.08 OF THE GARDENA MUNICIPAL CODE, AND DIRECTION TO STAFF TO FILE A NOTICE OF EXEMPTION FOLLOWING A CALL FOR REVIEW



8. DEPARTMENTAL ITEMS (Continued)

B. COMMUNITY DEVELOPMENT (Continued)

(1) PUBLIC HEARING: RESOLUTION NO. 6493 (Continued)

City Manager Osorio presented the Staff Report.

Acting Community Development Director Raymond Barragan gave a Power Point presentation. Senior Planner Amanda Acuna, Assistant City Attorney Lisa Kranitz and City Consultant Rita Garcia were available for any questions.

Mayor Cerda opened the Public Hearing at 8:36 p.m. and asked if there were any comments from the public.

**Public Speaker:** Zahid Ahmed, spoke via teleconference and asked if there are any low and moderate-income level units. He personally believes there should be at least one low-income unit and one moderate income unit, even if they are a little smaller in size (square footage). He thinks we should diversify the housing options since other cities in the South Bay, like Irvine, California has been good about incorporating all levels of income into housing. He also suggested a senior housing element, being a 55 and above unit for a future project or it is possible to be incorporated in this project.

There was a discussion which included Mayor and Council; Mayor Pro Tem Henderson asked if G3 Urban did the customary notifications to the neighbors and did the community have any questions, in which Raymond Barragan stated that G3 Mitch Gardner is available to answer any questions. Mr. Gardner confirmed that neighbors within a 300-foot radius of the property were given standard requirements for notifications. Also, commented that in fact they mirrored the exact same design that was previously approved on their first project to get the town homes as far away from those single-family homes. So, it goes, property line, block wall, parallel parking space, road, sidewalk then your town home. The first building is some 50-feet away from the property line; approximately 60 to 75 feet minimum between the first building and the actual structure of one single-family homes.

Mayor Pro Tem Henderson added and wanted confirmation, that we get participation of local hire as well as local vendors in the new construction. Mr. Gardner replied that he was invited to participate in the Gardena Economic Business Advisory Committee Meeting and spoke with them for some time and in fact set up a meeting to meet with a local vendor who provides products for multi-family housing. They are also doing their due diligence to buy lumber from a local company. Mr. Gardner added, that being a private development and finding the appropriate resources and the trade pool that can handle the scale of construction is a bit of a vetting process, but they are doing their best to find local resources.

Council Member Francis asked if the strip mall and car wash are going to remain; wanted information on the existing sidewalk and confirmation of easement; location of the new entrance into the project site. Mr. Barragan confirm that the strip mall and car wash are to remain, and the live work units would be located approximately where the existing Shakey's Pizza building currently is. Mr. Barragan and Mr. Gardner confirmed that everything between the shopping center and the car wash will be completely removed and re-done, including the curb and the gutter as much as is required along Rosecrans Ave. to accommodate the new entrances which would include new curb, gutter, and sidewalk. Council Member Francis asked, is there a possibility to set aside a unit for low income or senior housing. Mr. Gardner replied, at this time that is not something that they are considering on this site, but they have other projects where they are looking into those options.

**8. DEPARTMENTAL ITEMS (Continued)****B. COMMUNITY DEVELOPMENT (Continued)****(1) PUBLIC HEARING: RESOLUTION NO. 6493 (Continued)**

Mayor Cerda commented that the project was initially described as “52 Condominium Town Homes” and proceeded to explain her understanding of what a condominium and town home means to her; clarification was requested. Mr. Barragan explained the definition that applied to town homes and condos. Mr. Gardner added that “townhomes” is more of a descriptor to help identify the difference between a traditional condo. Mayor Cerda asked how many fire hydrants would be needed in a property like this. Mitch Gardner stated that he believes there will need to be two, but the Fire Department will determine how many and where they will go. Mitch Gardner stated they have worked with the Gardena Willows to discuss the trees that will be planted and mentioned they are looking into involving Gardena’s history.

Rodney Tanaka then asked if it will be a right turn only leaving the project and if you can enter West and South into the project. Mr. Barragan then responded by saying that it is a right turn in traveling east bound and a right turn out traveling east bound. Council Member Tanaka then asked if it would cause traffic with people trying to go west on Rosecrans. He asked if they are going to be causing U-turns over at Purche or will no U-turns be allowed. Mr. Barragan mentioned that U-turns are allowed there so it is a possibility. Mitch Gardner then added that if there is an issue, we can work it out with Public Works. Mitch Gardner stated that there will be a right turn only in and out of the property. Tasha Cerda mentioned if the entrance and exit is ever a problem, that we are a small enough city where we can fix the issue.

There was no further comment; Mayor Cerda closed the Public Hearing at 8:57 p.m.

**It was moved by Council Member Tanaka, seconded by Mayor Cerda, and carried by the following roll call vote to Adopt Resolution No. 6493:**

**Ayes: Council Member Tanaka and Mayor Cerda, Mayor Pro Tem Henderson, and Council Member Francis**  
**Noes: None**  
**Absent: Council Member Kaskanian**

**C. ELECTED & ADMINISTRATIVE OFFICES****(1) COVID-19 Update**

City Manager Osorio presented the update.

**D. PUBLIC WORKS – *No Items*****E. POLICE – *No Items*****F. RECREATION & HUMAN SERVICES – *No Items*****G. TRANSPORTATION – *No Items***

9. COUNCIL ITEMS, DIRECTIVES & REMARKS

A. COUNCIL ITEMS

- (1) RESOLUTION NO. 6492, Expressing Support for Actions to Further Strengthen Local Democracy, Authority, and Control as Related to Local Zoning and Housing Issues

RESOLUTION NO. 6492

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, EXPRESSING SUPPORT FOR ACTIONS TO FURTHER STRENGTHEN LOCAL DEMOCRACY, AUTHORITY, AND CONTROL AS RELATED TO LOCAL ZONING AND HOUSING ISSUES

City Manager Osorio presented the Staff Report.

Council Member Tanaka mentioned South Bay COG and other cities are trying to take back local control especially because of arena numbers and healthcare. He mentioned he believes local control needs to stay with us, so we are not forced to do things "just because." He mentioned that we understand our own cities more than others would. Council Member Francis said she is also in support of this resolution. She mentioned the State has tied our hands when we are not allowed to vote no on a project. She mentioned the arena numbers are too high and we would have to tear down the city and rebuild for those arena numbers. Mayor Cerda then mentioned the issue with ADU's and how it affects the infrastructure and parking. She stated she has seen other cities and communities where there is no parking which in turn can block the streets. She mentioned we are going in the right direction with this ordinance.

**It was moved by Mayor Pro Tem Henderson, seconded by Council Member Tanaka, and carried by the following roll call vote to Adopt Resolution No. 6492:**

**Ayes: Mayor Pro Tem Henderson and Council Members Tanaka, Francis, and Mayor Cerda**  
**Noes: None**  
**Absent: Council Member Kaskanian**

- (2) RESOLUTION NO. 6494, Designating Certain Members of the Gardena City Council to Serve as Representatives on the South Bay Cities Council of Governments Governing Board

RESOLUTION NO. 6494

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DESIGNATING CERTAIN CITY COUNCIL MEMBERS TO SERVE AS REPRESENTATIVES ON THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS GOVERNING BOARD

City Manager Osorio presented the Staff Report.

Mayor Cerda verified that Council Member Kaskanian approved with assigning him as the alternate to the South Bay Cities Council of Governments Governing Board. Council Member Tanaka confirmed that Council Member Kaskanian approved him being the alternate.



9. COUNCIL ITEMS, DIRECTIVES & REMARKS (Continued)

A. COUNCIL ITEMS (Continued)

(2) RESOLUTION NO. 6494 (Continued)

**It was moved by Mayor Pro Tem Henderson, seconded by Council Member Francis, and carried by the following roll call vote to Adopt Resolution No. 6494:**

**Ayes: Mayor Pro Tem Henderson and Council Members Francis, Tanaka, and Mayor Cerda**

**Noes: None**

**Absent: Council Member Kaskanian**

- (3) Approve the Amendment to the California Cities Gaming Authority Joint Powers Agreement to Admit the City of San Jose

City Manager Osorio presented the Staff Report.

Mayor Pro Tem Henderson asked Mayor Cerda if we can start to get some other cities that have gaming to join this Joint Powers Agreement. Mayor Cerda said that with the new JPA we are not just limited to LA county anymore. The new JPA includes the card rooms throughout the state of California. As more cities hear about us and help make changes especially when it comes to this pandemic. She believes more cities will be on board with this JPA. Council Member Tanaka commended Mayor Cerda and Rudy Bermudez for bringing the issues to Sacramento and fighting the good fight for us.

**It was moved by Council Member Tanaka, seconded by Mayor Pro Tem Henderson, and carried by the following roll call vote to Approve Amendment:**

**Ayes: Council Member Tanaka and Mayor Pro Tem Henderson, Council Member Francis, and Mayor Cerda**

**Noes: None**

**Absent: Council Member Kaskanian**

B. COUNCIL DIRECTIVES

Mayor Pro Tem Henderson

- (1) Asked if we could investigate West Basin Municipal Water project that will provide water for Peary Middle School and Mas Fukai Park. (No second- already in progress)

City Manager Osorio mentioned they are aware of the project and he mentioned we are making sure we have a cost benefit analysis. He mentioned we should have a report next week.

Council Member Francis

- (1) Community Development Director Update (Seconded by Mayor Pro Tem Henderson)
- (2) COVID Mortgage Relief (Directive did not receive a second)

**9. COUNCIL ITEMS, DIRECTIVES & REMARKS (Continued)****C. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS**

City Manager Osorio gave a verbal report of information to follow-up on matters that had been directed or requested by the Mayor and Members of Council. Those items were, as follows:

- (1) Memo regarding Improving Dine Gardena Instagram Account
- (2) Memo regarding the Clarification of Developer Staff Fees
- (3) UCLA Blood Drive hosted by the City of Gardena on Tuesday, February 9 at Rush Gym from 9:00 AM to 2:00 PM
- (4) Holiday Home Decoration Contest presentation announcing the winners.

**D. COUNCIL REMARKS**

- (1) MAYOR PRO TEM HENDERSON – He thanked City staff and the community for the support of the banner that has recognized our city officials present and past. He mentioned it reminds us to celebrate our own diversity in our city. He did the swearing in of trustee Michelle Henderson for Los Angeles Community College District. He attended the SCAG Regional Council Meeting and mentioned all were pushing back on the arena numbers. He attended the Bizfed Executive Committee Meeting and COVID Task Force Meeting and all the discussions related to how to open the economy back up. Another topic that came up was LA County providing hero pay for those working in the grocery industry. He participated in a government technology event that was about what the government looks like when we come out of the pandemic. We have gained efficiencies with having to go virtual and when we go back, we need to figure out how to have a hybrid between the two as far as services go. All the communities are ready to get out of COVID-19 soon so we can get our economic engines going soon because the longer this goes, the longer it takes to get adjusted. He is glad the City has participated in the local control because we know our city more than anybody. He then thanked everyone for the well wishes as his health improves.
- (2) COUNCIL MEMBER FRANCIS – She participated with the Gardena Beautification Committee and joined them in the Holiday Home Decorating Contest. She congratulated all the winners. There were beautiful homes all over Gardena and she hopes even more homes participate next year. She thanked Economic Development Manager Mr. De La Cruz for his report on Dine Gardena restaurant week. She mentioned all the hard work would be for nothing if we do not come out and support our restaurants. Also, she thanked Kevin Thomas in Public Works for cleaning up 135<sup>th</sup> Street. She mentioned the MLK Cultural Committee is having a raffle basket to raise money. The tickets are five dollars, and it is a wonderful looking gift basket. She then thanked all the Gardena schools and Superintendent Mike Romero for help on establishing the partnership between the City of Gardena and the Gardena Schools. She mentioned that with the partnership she was able to reach out to the schools easily with the MLK essay questions and sent them to Ms. Martinez and Mr. Romero. As a result, they had almost two hundred essays and she mentioned the future is bright after reading the essays. She then congratulated Phillip and Rachel Johnson as the Community Grand Marshalls of the MLK Parade 2022.



**9. COUNCIL ITEMS, DIRECTIVES & REMARKS (Continued)**

**C. COUNCIL REMARKS (Continued)**

- (3) MAYOR CERDA – She attended the monthly CCGA meeting for the card rooms as well as the monthly sanitization meeting. She mentioned as she drives around the city, she has seen a lot more graffiti and she wanted to remind the residents to use the app Gardena Direct. If you see graffiti, make sure to put it into Gardena Direct. Lastly, she mentioned we are not going to be able to have our traditional MLK Parade, but she hopes that everyone on January 18<sup>th</sup> will take a few moments to celebrate his life and what he did for all of us.
- (4) COUNCIL MEMBER TANAKA – He thanked Recreation and Human Services for all that they did last year. He mentioned it seemed like there was something every week. He attended the Community Food Giveaway. He also mentioned that Recreation and Human Services stopped by the Gardens Elks one night and gave out random acts of kindness just because and it was a great event. He also attended the South Bay COG meeting, and he is on the committee. He mentioned that they are looking to start a South Bay Health Department and to break away from the LA County. They are working on it and they are not receiving much help from the county regarding how to go about it or how much it costs. It is a consensus that if we can afford to do it then we will try to break away from the County like Pasadena and Long Beach. He attended the League of California Cities and he mentioned that Mike Madrid was the spear head of the Lincoln Project and it was Republicans putting information out regarding the elections. He mentioned the meeting was lengthy but informative. He attended the South Bay COG Steering Committee Meeting and they talked about what is going on in the South Bay and how COVID-19 is affecting everybody. He also said they spoke about South Bay cities sticking together, taking care of business and continue being strong. He mentioned the arena numbers and health department came up in the meeting as well. He then congratulated his cohort Cedrick Hicks who was elected for Carson City Council. He mentioned to please sign up for the blood drive on February 9<sup>th</sup>. It takes a few minutes, and a lot of people need blood right now especially during the time of COVID-19. Lastly, he said it is sad that we will not have a MLK parade but that we need to celebrate his life and celebrate it with pride.

**10. ANNOUNCEMENTS**

Mayor Cerda announced:

- (1) UCLA Blood Drive hosted by the City of Gardena on Tuesday, February 9 at Rush Gym from 9:00 AM to 2:00 PM
- (2) MLK Cultural Committee of Gardena Scholarship Program Raffle Basket- \$5 per ticket and the drawing will be on March 1, 2021.

**11. REMEMBRANCES**

Mr. Gary “Toyo” Miyatake, 69 years of age, beloved photographer of Toyo Photography. He had been a photographer for over 50 years and photographed many of the City’s Council Members.

**12. ADJOURNMENT**

At 9:47 p.m., Mayor Cerda adjourn to the Closed Session portion of the City Council Meeting at 7:00 p.m. followed by the Regular City Council Meeting at 7:30 p.m. on Tuesday, January 26, 2021.

MINA SEMENZA  
City Clerk of the City of Gardena and  
Ex-officio Clerk of the Council

APPROVED:

\_\_\_\_\_  
Tasha Cerda, Mayor

By: \_\_\_\_\_  
Becky Romero, Deputy City Clerk

**CITY OF GARDENA  
PLANNING & ENVIRONMENTAL QUALITY COMMISSION  
MINUTES**

**TUESDAY, DECEMBER 8, 2020, MEETING  
VIRTUAL MEETING VIA ZOOM**

\* \* \*

Called to order by Vice Chair Sherman at 7:00 P.M.

**ROLL CALL**

Present: Stephen Langley, Dale Pierce, Deryl Henderson, Brenda Jackson  
Absent: Steve Sherman  
Also in Attendance: Raymond Barragan, Acting Community Development Director  
Lisa Kranitz, Assistant City Attorney  
John F. Signo, AICP, Senior Planner  
Amanda Acuna, Senior Planner  
Kevin Kwak, Principal Civil Engineer

**PLEDGE OF ALLEGIANCE**

None.

**APPROVAL OF MINUTES**

A motion was made by Commissioner Langley and seconded by Commissioner Pierce to approve the minutes of the meeting on December 1, 2020. The minutes were approved 4-0-1.

Ayes: Henderson, Langley, Pierce, Jackson  
Noes: None  
Absent: Sherman

**ORAL COMMUNICATIONS FROM THE PUBLIC**

**Agenda Item #4**

Senior Planner Acuna addressed the Commission and public on procedures for conducting the online meeting since all participants were attending from a remote location. Instructions on how to comment and ask questions via the Zoom application was given.

There were no oral communications from the public.

**PUBLIC HEARING**

**Agenda Item #5**

**Modification #1 to Environmental Assessment #5-19, Site Plan Review #1-19, Variance #1- 20, and Tentative Tract Map #1-19**



A request to modify the median improvements and Mitigation Monitoring and Reporting Program approved by Resolution No. PC 7-20.

**Project Location: 2101 and 2129 Rosecrans Avenue (APNs: 4061-028-018, 049)**  
**Applicant: Mitchell Gardner representing G3 Urban Inc.**

Senior Planner Signo gave the staff presentation. He explained that the Commission approved this project on August 4, 2020, and this modification is for a change to the street median in front of the project site. He showed the approved plan and the proposed modification that would allow a left-turn into the project site, but no left-turn out of the project site. He explained that the modification would preserve most of the existing street median.

Commissioner Pierce stated he agrees with the no left-turn out and that it would make for a safer project.

Chair Jackson concurred with Commissioner Pierce's statement.

Mitch Gardner, applicant, stated he has nothing to add but is available for any questions.

Commissioner Henderson and Langley had no questions but both agreed with the improvements.

Chair Jackson asked if there were any speakers. After hearing none, she closed the public hearing.

**MOTION:** It was moved by Commissioner Langley and seconded by Commissioner Pierce to adopt Resolution No. PC 14-20 approving Modification #1 to Environmental Assessment #5-19, Site Plan Review #1-19; Variance #1-20, and Tentative Tract Map #1-19.

The motion passed by the following roll call vote:

Ayes:	Langley, Pierce, Henderson, Jackson
Noes:	None
Absent:	Sherman

### **Agenda Item #6**

#### **Environmental Assessment #12-20, Conditional Use Permit #2-20, Modification to Site Plan Review #2-94**

A request for a conditional use permit, per Section 18.46.030.C.23 of the Gardena Municipal Code, to allow for the continuation of an automobile service station and modification to an original site plan review for the remodel of the gasoline dispenser canopy and the addition of three gasoline pumps to the existing ARCO gasoline station located at 1001 West Artesia Boulevard, within in the General Commercial (C-3) zone, and direct staff to file a Notice of Exemption.

**Project Location: 1001 West Artesia Boulevard (APN: 6111-022-033)**  
**Applicant: A&S Engineering/ARCO AM/PM**

Senior Planner Acuna gave the staff presentation. She described the surrounding area, project site, and proposed project. She indicated the project meets all development standards and required findings for approval.

Chair Jackson asked if there were any questions of staff from the Commission. After hearing none, she opened the public hearing and welcomed the public to speak on this item.

Ahmad Ghaderi, applicant, introduced himself and thanked the Commission for their time. He stated he is available for any questions.

Commissioner Henderson asked if the tanks were not being added to or altered, how would they supply the additional pumps?

Mr. Ghaderi stated there are no additional tanks.

Commissioner Langley asked about Fire Department requirements.

Mr. Ghaderi stated it is usually handled by staff.

Ms. Acuna added that the Fire Department reviews the project for compliance with their requirements.

Chair Jackson closed the public hearing.

MOTION: It was moved by Commissioner Langley and seconded by Commissioner Henderson to adopt Resolution No. PC 15-20 approving Environmental Assessment #12-20, Conditional Use Permit #2-20, Modification to Site Plan Review #2-94.

The motion passed by the following roll call vote:

Ayes:	Langley, Pierce, Henderson, Jackson
Noes:	None
Absent:	Sherman

## **Agenda Item #7**

### **COMMUNITY DEVELOPMENT DIRECTOR'S REPORT**

Acting Community Development Director Raymond Barragan reminded the Commission that there is an ethics training on December 9 for those that have not yet taken it. He also stated that during the last year he would like to thank staff and Assistant City Attorney Lisa Kranitz on the many projects and day-to-day operations. He thanked everyone for

showing up and providing assistance. He also stated that some of the upcoming projects for next year deal with state mandates. The City has applied for grants and has secured about \$600,000 to work on this. He again thanked staff and is looking forward to 2021.

**Agenda Item #8**

**PLANNING AND ENVIRONMENTAL QUALITY COMMISSION REPORTS**

Chair Jackson thanked Ms. Acuna for her efforts with Zoom and with questions. She thanked staff for their work.

Commissioner Henderson had no report. He stated he is doing well and has doctor's appointments for health issues.

Commissioner Langley asked if the training meeting tomorrow is a Zoom meeting?

Ms. Acuna stated that it is and a link has been sent. She can resend if needed.

Commissioner Langley asked about the project on Normandie, specifically the project at 168<sup>th</sup> and Normandie, and the building across from Perry Middle School.

Mr. Barragan mentioned the project on Normandie is still on-going. The applicant is securing construction loans so it should be starting soon. The other project was approved administratively a year or two ago. He mentioned he drove by recently and they have started again. They may be moving slowly but they are still working on it.

Commissioner Pierce wished everyone happy holidays; especially for Commissioner Henderson who will be in his prayers.

Chair Jackson stated this has been a challenging year but everyone has made it worthwhile. She thanked the commissioners for asking tough questions and working for the community. She thanked staff for their professionalism. She wished everyone happy holidays.

**ADJOURNMENT**

Chair Jackson adjourned the meeting at 7:49 P.M.

Respectfully submitted,

A handwritten signature in blue ink, appearing to be 'RAYMOND BARRAGAN', written over a horizontal line.

RAYMOND BARRAGAN, SECRETARY  
Planning and Environmental Quality Commission



A handwritten signature in blue ink, appearing to read 'B. Jackson', is positioned above a horizontal line.

BRENDA JACKSON, CHAIR  
Planning and Environmental Quality Commission

CONSENT CALENDAR  
AGENDA NO. 5.C.(1)(a)  
February 23, 2021

MEMORANDUM

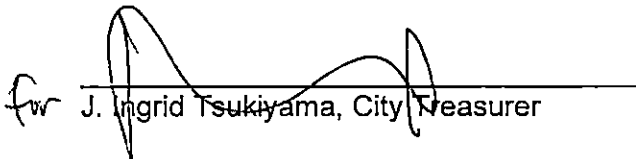
TO: Honorable Mayor and City Council  
FROM: Treasurer's Department  
DATE: February 18, 2021  
SUBJECT: WARRANT REGISTER  
PAYROLL REGISTER

(a) February 23, 2021 TOTAL WARRANTS ISSUED: \$829,870.90

Wire Transfer: 11974-11978  
Prepay:  
Check Numbers: 162117-162273  
Checks Voided:

Total Pages of Register: 18

February 12, 2021 TOTAL PAYROLL ISSUED: \$1,476,576.76

  
for J. Ingrid Tsukiyama, City Treasurer

cc: City Clerk

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Voucher List  
CITY OF GARDENA

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Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11974	2/1/2021	104058 ADMINISURE INC.	020121		WORKERS' COMP CLAIMS ADMINISTR	20,964.36
					Total :	20,964.36
11975	2/1/2021	106110 ADVANCED BENEFIT SOLUTIONS, LLC	020121		HEALTH INSURANCE CLAIMS	84,641.88
					Total :	84,641.88
11976	2/1/2021	101641 CALPERS	100000016284796		SAFETY (CLASSIC) UAL PAYMENT FOR	586.92
					Total :	586.92
11977	2/5/2021	106110 ADVANCED BENEFIT SOLUTIONS, LLC	020521		HEALTH INSURANCE CLAIMS	76,424.70
					Total :	76,424.70
11978	2/5/2021	104058 ADMINISURE INC.	020521		WORKERS' COMP CLAIMS	40,319.60
					Total :	40,319.60
162117	2/23/2021	101015 AARDVARK TACTICAL, INC.	PIN11802	035-01035	TACTICAL EQUIPMENT FOR PATROL O	4,135.15
					Total :	4,135.15
162118	2/23/2021	106086 ABC COMPANIES	3150038		GTRANS PARTS SUPPLIES	4.41
					Total :	4.41
162119	2/23/2021	104058 ADMINISURE INC.	13941	023-01292	ADMINISURE CLAIMS ADMINISTRATION	11,680.00
					Total :	11,680.00
162120	2/23/2021	101748 AFTERMARKET PARTS COMPANY LLC, THE	82293074	037-09965	GTRANS AUTO PARTS	11.03
			82293107	037-09965	GTRANS AUTO PARTS	994.25
			82293152	037-09965	GTRANS AUTO PARTS	17.79
			82293196	037-09965	GTRANS AUTO PARTS	231.36
			82293198	037-09965	GTRANS AUTO PARTS	140.85
			82303208	037-09986	GTRANS AUTO PARTS	51,324.38
					Total :	52,719.66
162121	2/23/2021	105293 ARC DOCUMENT SOLUTIONS, LLC	10803031		REPROGRAPHICS SERVICES - JN 955	347.27
					Total :	347.27
162122	2/23/2021	101459 ASBURY ENVIRONMENTAL SERVICES	1500-00669748		USED OIL SERVICE CHARGE	85.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162122	2/23/2021	101459 101459 ASBURY ENVIRONMENTAL SERVICES	(Continued)		Total :	85.00
162123	2/23/2021	111170 AT&T FIRSTNET	287290395417x021021		PD CELL PHONE ACCT #287290395417	1,096.67
					Total :	1,096.67
162124	2/23/2021	102880 AUTOPLEX, INC.	12500		2016 FORD INTRCPTR #1488055 TORQ	251.87
			12513		PD AUTO PARTS	25.36
			12516		2015 FORD INTRCPTR #1462840 OIL &	45.59
					Total :	322.82
162125	2/23/2021	110190 BASNET FAMILY CHILD CARE	JANUARY 2021		CHILD CARE PROVIDER	2,733.00
					Total :	2,733.00
162126	2/23/2021	111481 BATEMAN COMMUNITY LIVING, LLC	INV46500004427	034-00458	SENIOR FEEDING PROGRAM	11,618.88
			INV46500004456	034-00458	SENIOR FEEDING PROGRAM	11,870.25
					Total :	23,489.13
162127	2/23/2021	102035 BD WHITE TOP SOIL CO., INC.	84444		STREET MAINT SUPPLIES	142.35
					Total :	142.35
162128	2/23/2021	104302 BEE N' WASP NEST REMOVAL, SERVICE, LLC	955557		HONEY BEE NEST REMOVAL - 15725 S	95.00
					Total :	95.00
162129	2/23/2021	102135 BEHREND, KENT	003	023-01291	IT NETWORK SUPPORT	3,400.00
					Total :	3,400.00
162130	2/23/2021	107747 BENGAR PRODUCTIONS	6692		EMBROIDERY - COG RECREATION LOC	1,460.00
			6695		EMBROIDERY - COG SEAL MENS POLC	600.00
			6697		EMBROIDERY - COG LOGO MENS POL	3,120.00
			6725		EMBROIDERY - COG LOGO REFLECTIV	1,350.00
					Total :	6,530.00
162131	2/23/2021	102840 BERLITZ LANGUAGES, INC	001-274-21-00577		BILINGUAL TESTING	55.00
					Total :	55.00
162132	2/23/2021	111671 BIRD, RONALD	CIT #144133701		REFUND - CITATION DISMISSED	70.00
					Total :	70.00

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162133	2/23/2021	108715 BOBBS, CINDY	JANUARY 2021		CHILD CARE PROVIDER	3,857.00
					Total :	3,857.00
162134	2/23/2021	110938 BRANDON'S FAMILY CHILDCARE	JANUARY 2021		CHILD CARE PROVIDER	1,634.00
					Total :	1,634.00
162135	2/23/2021	111615 BUCKNAM INFRASTRUCTURE GROUP, INC	369-01.01	024-00709	PAVEMENT MANAGEMENT PROGRAM	1,203.00
					Total :	1,203.00
162136	2/23/2021	110313 CALTIP	94-2021-JAN	037-09953	INSURANCE CLAIMS DEDUCTIBLE - JA	15,604.38
					Total :	15,604.38
162137	2/23/2021	110538 CANNON COMPANY	75225	024-00640	ARTESIA BLVD. STREET IMPROVEMEN	378.30
			75346	024-00692	ROWLEY PARK BASEBALL DIAMND/RE	861.25
					Total :	1,239.55
162138	2/23/2021	823003 CARL WARREN & COMPANY	JANUARY 2021		CLAIMS MANAGEMENT	1,366.95
					Total :	1,366.95
162139	2/23/2021	111677 CARRERA, CORBY	PERMIT #50019-1438		PERMIT DEPOSIT REFUND - 16906 S H	5,000.00
					Total :	5,000.00
162140	2/23/2021	111366 CASSO & SPARKS, LLP	20479		PROFESSIONAL SERVICES	4,356.00
					Total :	4,356.00
162141	2/23/2021	303331 CDTFA	2020		USE TAX RETURN	2,289.00
					Total :	2,289.00
162142	2/23/2021	110719 CHARGEPOINT	IN84462		CHARGING STATION ANNUAL MAINTEN	436.00
					Total :	436.00
162143	2/23/2021	111672 CHAVIRA, BRIANNA	CIT #122136315		REFUND - CITATION DISMISSED	70.00
					Total :	70.00
162144	2/23/2021	103127 CHILD 2 CHILD CONNECTION, FAMILY DAY C/	JANUARY 2021		CHILD CARE PROVIDER	3,819.00
					Total :	3,819.00
162145	2/23/2021	103125 COMPLETE COACH WORKS	69873	037-10004	BUS #736 SERVICE CALL FOR AC SYS	4,334.63

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162145	2/23/2021	103125 COMPLETE COACH WORKS	(Continued) 69874	037-10004	BUS #736 SERVICE CALL FOR AC SYS	505.25
Total :						4,839.88
162146	2/23/2021	102895 CONSOLIDATED DESIGN WEST	0388411	034-00463	COUNCIL BANNERS	11,712.93
Total :						11,712.93
162147	2/23/2021	102388 COPYLAND, INC.	74463	037-09961	GTRANS FOAM BOARD, 18"X24" COLO	51.73
Total :						51.73
162148	2/23/2021	111679 CORNERSTONE BUILDERS &, RESTORATION	PERMIT #16676		PERMIT DEPOSIT REFUND -	2,500.00
Total :						2,500.00
162149	2/23/2021	103512 CRENSHAW LUMBER CO.	97168 97258 97259 97260		STREET MAINT SUPPLIES STREET MAINT SUPPLIES STREET MAINT SUPPLIES STREET MAINT SUPPLIES	51.34 14.81 46.28 29.59
Total :						142.02
162150	2/23/2021	103353 CRM COMPANY, LLC.	LA17135		SCRAP TIRE DISPOSAL FEE	218.89
Total :						218.89
162151	2/23/2021	108629 DAVE BANG ASSOCIATES, INC.	49666		PARK MAINT SUPPLIES	494.57
Total :						494.57
162152	2/23/2021	312558 DEPARTMENT OF ANIMAL CARE, & CONTROL	DECEMBER 2020	023-01293	MONTHLY HOUSING SERVICES - DECE	2,096.87
Total :						2,096.87
162153	2/23/2021	312117 DEPARTMENT OF WATER & POWER	012821 020221		LIGHT & POWER LIGHT & POWER	99.25 60.90
Total :						160.15
162154	2/23/2021	104343 DISCOUNT SCHOOL SUPPLY	P40141240101 P40141260101 P40141270101 P40141290101	331-00052 331-00052 331-00052 331-00052	FCC PROGRAM SUPPLIES FCC PROGRAM SUPPLIES FCC PROGRAM SUPPLIES FCC PROGRAM SUPPLIES	176.48 82.80 103.18 325.06
Total :						687.52

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162155	2/23/2021	110849 DMS CONSULTANTS CIVIL, ENGINEERS, INC	GA-001-3	024-00619	CONSULTANT SERVICES - 139TH ST &	12,400.00
					Total :	12,400.00
162156	2/23/2021	111678 DRILL SUB INC.	PERMIT #16637		PERMIT DEPOSIT REFUND -	3,000.00
					Total :	3,000.00
162157	2/23/2021	107353 EMERGENCY RESPONSE CRIME SCENE, CLE T2021-137			SANITIZE & CLEAN-UP STREET & SIDE	675.00
					Total :	675.00
162158	2/23/2021	105418 EMPIRE CLEANING SUPPLY	S4432123.002	024-00673	CUSTODIAL SUPPLIES	908.20
			S4446648	331-00054	COVID-19 EMERGENCY SAFETY SUPP	4,317.85
			S4459309	024-00673	CUSTODIAL SUPPLIES	71.97
			S4459309.002	024-00673	CUSTODIAL SUPPLIES	1,392.46
			S4459309.003	024-00673	CUSTODIAL SUPPLIES	78.14
					Total :	6,768.62
162159	2/23/2021	107690 ENLIGHTENMENT CHILD, DEVELOPMENT CEI JANUARY 2021			CHILD CARE PROVIDER	6,329.00
					Total :	6,329.00
162160	2/23/2021	106459 ENTERPRISE FM TRUST	FBN4135730	023-01294	ENTERPRISE LEASE - FEBRUARY 2021	9,010.12
			FBN4145471	023-01294	ENTERPRISE LEASE - FEBRUARY 2021	6,351.93
					Total :	15,362.05
162161	2/23/2021	107510 ESCALANTE, WENDY E.	JANUARY 2021		CHILD CARE PROVIDER	5,211.00
					Total :	5,211.00
162162	2/23/2021	109426 ESPINOSA, VANESSA	01/25-02/05/21		PROFESSIONAL SERVICES - CASE WC	1,260.00
					Total :	1,260.00
162163	2/23/2021	106109 FASTSIGNS	0094-95755		BLDG MAINT SUPPLIES	224.28
			0094-99264		COVID-19 EMERGENCY SUPPLIES	788.64
			0094-99324		OFFICE OVERHEAD SIGNS	748.13
					Total :	1,761.05
162164	2/23/2021	106129 FEDEX	7-217-86430		SHIPPING SERVICES	70.10
			7-260-53752		SHIPPING SERVICES	21.45
					Total :	91.55

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162165	2/23/2021	103083 FIRST ADVANTAGE LNS OCC HEALTH, SOLUT	2505112101		DRUG TEST/ADMIN FEE	210.89
Total :						210.89
162166	2/23/2021	109315 FLEETCREW, INC.	44534		UNIT #8 EMISSION TEST	409.95
			44535		UNIT #35 OPACITY CERTIFIED TEST	75.00
			44536		UNIT #46 EMISSION TEST	409.95
			44537		UNIT #44 EMISSION TEST	409.95
			44538		UNIT #35 OPACITY CERTIFIED TEST	75.00
			44539		UNIT #34 EMISSION TEST	534.95
Total :						1,914.80
162167	2/23/2021	106465 FOX FIRST AID & SAFETY INC	63915		TREE TRIMMING SUPPLIES	48.51
			64203		PARK MAINT SUPPLIES	33.08
			64204		PARK MAINT SUPPLIES	74.97
Total :						156.56
162168	2/23/2021	107724 GARCIA, CLAUDIA CRISTINA	JANUARY 2021		CHILD CARE PROVIDER	9,963.00
Total :						9,963.00
162169	2/23/2021	207133 GARCIA, NANCY C.	JANUARY 2021		CHILD CARE PROVIDER	7,562.00
Total :						7,562.00
162170	2/23/2021	107030 GARDENA AUTO PARTS	129597		SEWER PROGRAM SUPPLIES	34.11
			129706		PW AUTO PARTS	47.26
Total :						81.37
162171	2/23/2021	107011 GARDENA VALLEY NEWS, INC.	00101758		SUMMARY OF ORDINANCE NO. 1823 -	73.50
			00101759		SUMMARY OF ORDINANCE NO. 1822 -	77.00
			00102534		SUMMARY OF ORDINANCE NO. 1821 -	115.50
			00102535		SUMMARY OF ORDINANCE NO. 1824 -	122.50
			00102592		VIRTUAL WORKSHOP ON THE CITY OF	185.50
			00103063		NOTICE OF PUBLIC HEARING ON ZONI	283.50
			00103071		NOTICE OF PUBLIC HEARING -	133.00
			00103249		PUBLIC NOTICE - FIREWORKS STAND	115.50
Total :						1,106.00
162172	2/23/2021	619005 GAS COMPANY, THE	020221		GAS	10,894.00

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162172	2/23/2021	619005 619005 GAS COMPANY, THE	(Continued)		Total :	10,894.00
162173	2/23/2021	619005 GAS COMPANY, THE	020521 123120		CNG FUEL CARES UTILITY ASSISTANCE PROGRA	843.93 148.63
					Total :	992.56
162174	2/23/2021	619004 GOLDEN STATE WATER CO.	020421		WATER	9,594.72
					Total :	9,594.72
162175	2/23/2021	107513 GRAINGER	9704443952 9705604487 9787720680 9788279314 9791162747		BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES	22.98 76.62 46.97 45.64 62.63
					Total :	254.84
162176	2/23/2021	207520 GUALOTUNA, HUGO	01/06-02/03/21		EDUCATIONAL REIMBURSEMENT	634.50
					Total :	634.50
162177	2/23/2021	110435 GUERRERO, ANGELICA	JANUARY 2021		CHILD CARE PROVIDER	6,327.00
					Total :	6,327.00
162178	2/23/2021	108607 HENDERSON-BATISTE, TANEKA	JANUARY 2021		CHILD CARE PROVIDER	2,987.00
					Total :	2,987.00
162179	2/23/2021	106928 HOLLAND, ERIC	021021		MGMT ANNUAL HEALTH BENEFIT	861.99
					Total :	861.99
162180	2/23/2021	108434 HOME DEPOT CREDIT SERVICES	0525822 4513627 5043045 6540642 7419820 8010087		SIGNS/SIGNALS SUPPLIES PD PROGRAM SUPPLIES PD PROGRAM SUPPLIES BLDG MAINT SUPPLIES PD PROGRAM SUPPLIES BLDG MAINT SUPPLIES	108.86 26.08 27.09 91.24 429.22 807.92
					Total :	1,490.41
162181	2/23/2021	108430 HOME PIPE & SUPPLY	F28259 F28673		BLDG MAINT SUPPLIES BLDG MAINT SUPPLIES	504.56 52.62

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162181	2/23/2021	108430 HOME PIPE & SUPPLY	(Continued) F28680		BLDG MAINT SUPPLIES	179.13
					Total :	736.31
162182	2/23/2021	103314 HYDE, ERIC	02/17-02/22		TRAINING - SHERMAN BLOCK LEADER	150.00
					Total :	150.00
162183	2/23/2021	111657 INDEPENDENT ROOFING, CONSULTANTS	0075569	024-00710	CONSULTANT SERVICES - NCC & CH R	3,000.00
			75779R1	024-00713	CONSULTANT SERVICES - CH ROOF R	3,200.00
			75779R2	024-00710	CONSULTANT SERVICES - NCC ROOF	2,800.00
					Total :	9,000.00
162184	2/23/2021	105729 INSITUFORM TECHNOLOGIES INC	PERMIT #16469		PERMIT DEPOSIT REFUND - ENCROAC	7,000.00
					Total :	7,000.00
162185	2/23/2021	103064 ITERIS, INC.	121136	024-00700	CROSSWALK 133RD/VERMONT JN972	4,784.00
			128185	024-00631	TRAFFIC SIGNAL IMPROVEMENT JN 93	11,381.00
			130176	024-00677	CROSSWALK 133RD/VERMONT, JN 972	2,000.00
					Total :	18,165.00
162186	2/23/2021	110733 J & S PROPERTY MANAGEMENT AND, MAINT	5280	037-09958	LANDSCAPE MAINTENANCE SERVICE	1,795.00
					Total :	1,795.00
162187	2/23/2021	108555 JALISCO TIRE & AUTO REPAIR	012821		FLAT REPAIR	10.00
					Total :	10.00
162188	2/23/2021	107746 JAS PACIFIC	BI 13833	032-00068	BUILDING INSPECTOR SERVICES - JAN	3,023.45
					Total :	3,023.45
162189	2/23/2021	105226 JEKAL FAMILY CHILD CARE	JANUARY 2021		CHILD CARE PROVIDER	6,338.00
					Total :	6,338.00
162190	2/23/2021	111517 KIRK'S AUTOMOTIVE INC.	1046487		GTRANS SHOP SUPPLIES	66.80
					Total :	66.80
162191	2/23/2021	111680 KOCHS MARINE LLC	PERMIT #16581		PERMIT DEPOSIT REFUND -	2,000.00

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162191	2/23/2021	111680 KOCHS MARINE LLC	(Continued)			2,000.00
162192	2/23/2021	112015 LACERDA, DALVANICE	JANUARY 2021		CHILD CARE PROVIDER	7,377.00
					Total :	7,377.00
162193	2/23/2021	112014 LAKESHORE LEARNING MATERIALS	3265010121	331-00053	FCC PROGRAM SUPPLIES	971.23
			3265020121	331-00053	FCC PROGRAM SUPPLIES	297.08
			3265760121	331-00053	FCC PROGRAM SUPPLIES	566.99
			3268200121	331-00053	FCC PROGRAM SUPPLIES	665.89
			3271520121	331-00053	FCC PROGRAM SUPPLIES	373.74
			3337040121	331-00053	FCC PROGRAM SUPPLIES	121.25
			3337050121	331-00053	FCC PROGRAM SUPPLIES	141.05
			3356860121	331-00053	FCC PROGRAM SUPPLIES	82.63
					Total :	3,219.86
162194	2/23/2021	110777 LEARN N PLAY FAMILY DAYCARE	JANUARY 2021		CHILD CARE PROVIDER	5,406.00
					Total :	5,406.00
162195	2/23/2021	112260 LIEBERT CASSIDY WHITMORE	1512135		PROFESSIONAL SERVICES	38.00
			1512136		PROFESSIONAL SERVICES	2,156.00
			1512137		PROFESSIONAL SERVICES	750.00
			1512139		PROFESSIONAL SERVICES	1,246.00
			1512140		PROFESSIONAL SERVICES	1,165.00
			1513179		PROFESSIONAL SERVICES	21,519.00
					Total :	26,874.00
162196	2/23/2021	102233 LITTLE PEOPLE DAY CARE	JANUARY 2021		CHILD CARE PROVIDER	4,525.00
					Total :	4,525.00
162197	2/23/2021	109517 LOAD N' GO BUILDING MATERIALS	18307		STREET MAINT SUPPLIES	58.92
			18318		STREET MAINT SUPPLIES	70.11
					Total :	129.03
162198	2/23/2021	112615 LU'S LIGHTHOUSE, INC.	01187834		GTRANS SHOP SUPPLIES	125.98
					Total :	125.98
162199	2/23/2021	105082 MAJESTIC LIGHTING, INC.	ML79504		BLDG MAINT SUPPLIES	549.05
			ML79516		BLDG MAINT SUPPLIES	114.66

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162199	2/23/2021	105082 MAJESTIC LIGHTING, INC.	(Continued) ml79542		BLDG MAINT SUPPLIES	461.70
					Total :	1,125.41
162200	2/23/2021	813030 MANNING & KASS	657979		LEGAL SERVICES	70.50
					Total :	70.50
162201	2/23/2021	107644 MARTINEZ, CHERYL NAOMI	JANUARY 2021		CHILD CARE PROVIDER	4,554.00
					Total :	4,554.00
162202	2/23/2021	104773 MARTINEZ, KAMBY	JANUARY 2021		CHILD CARE PROVIDER	5,262.00
					Total :	5,262.00
162203	2/23/2021	113064 MCMASTER-CARR SUPPLY COMPANY	52400758		GTRANS SHOP SUPPLIES	43.22
					Total :	43.22
162204	2/23/2021	108699 MEZIERE ENTERPRISES INC.	73928		ELECTRIC WATER PUMP	631.00
					Total :	631.00
162205	2/23/2021	111604 MICRO ELECTRONICS, INC	11089731	023-01316 023-01316	COMPUTER & LAPTOPS TO REPLACE	6,123.63
					Total :	6,123.63
162206	2/23/2021	103093 MOBILE RELAY ASSOCIATES, INC.	101006856-1		GTRANS BUS RADIO SUPPLIES	100.35
					Total :	100.35
162207	2/23/2021	113355 MR. HOSE INC.	182919		PW AUTO PARTS	44.27
					Total :	44.27
162208	2/23/2021	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	21947 507677 510926		SERVICE AGREEMENT PLAN PROPANE GAS PROPANE GAS	135.00 162.53 152.54
					Total :	450.07
162209	2/23/2021	105622 N/S CORPORATION	0103450	037-09955	GTRANS BUS WASH EQUIPMENT MAIN	515.00
					Total :	515.00
162210	2/23/2021	110819 NORTHERN SAFETY CO., INC.	904292058		BUS SHOP SUPPLIES	416.75

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162210	2/23/2021	110819 110819 NORTHERN SAFETY CO., INC.	(Continued)		Total :	416.75
162211	2/23/2021	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	70223398		RANDOM BAT, UDS COLL, HEP B VACC	183.00
			70224060		RANDOM BAT, UDS COLL, HEP B VACC	391.50
					Total :	574.50
162212	2/23/2021	115168 OFFICE DEPOT	148607889		PD OFFICE SUPPLIES	311.81
			149233739		BUS OFFICE SUPPLIES	34.17
			150408743		PD OFFICE SUPPLIES	101.75
			150717884		PD OFFICE SUPPLIES	131.86
			150718625		PD OFFICE SUPPLIES	4.85
			150728419		CM OFFICE SUPPLIES	63.74
			150799781		CD OFFICE SUPPLIES	90.74
			150960512		CM OFFICE SUPPLIES	62.14
			151174108		BUS OFFICE SUPPLIES	377.74
			151615501		PD OFFICE SUPPLIES	93.66
			152407562		CM OFFICE SUPPLIES	216.92
			152446786		FINANCE OFFICE SUPPLIES	-8.81
			153815468		PD OFFICE SUPPLIES	79.69
			154140820		BUS OFFICE SUPPLIES	126.45
			154802550		BUS OFFICE SUPPLIES	65.63
					Total :	1,752.34
162213	2/23/2021	111358 O'REILLY AUTO PARTS	468680		SEWER PROGRAM SUPPLIES	46.43
			479590		PW AUTO PARTS	167.73
			487963		SEWER PROGRAM SUPPLIES	250.90
			488000		SEWER PROGRAM SUPPLIES	2.34
			490027		GTRANS AUTO PARTS	209.46
			491719		GTRANS AUTO PARTS	7.25
					Total :	684.11
162214	2/23/2021	115810 ORKIN PEST CONTROL	207750727		PEST CONTROL - ACCT #27336703	230.90
			207750736		PEST CONTROL - ACCT #27336703	230.90
					Total :	461.80
162215	2/23/2021	109890 OWUSU FAMILY CHILD CARE	JANUARY 2021		CHILD CARE PROVIDER	6,518.00
					Total :	6,518.00

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162216	2/23/2021	110403 PENN RECORDS MANAGEMENT	0121292 0121854		OFF-SITE STORAGE - DECEMBER 2020 OFF-SITE STORAGE - JANUARY 2021	51.00 51.00
					<b>Total :</b>	<b>102.00</b>
162217	2/23/2021	108600 PHOENIX GROUP INFORMATION, SYSTEMS	1220201211	035-01020	PARKING CONTRACT SERVICES - DEC	630.38
					<b>Total :</b>	<b>630.38</b>
162218	2/23/2021	101958 PROFORCE LAW ENFORCEMENT	433379		PD TACTICAL EQUIPMENT	706.30
					<b>Total :</b>	<b>706.30</b>
162219	2/23/2021	106092 PRUDENTIAL OVERALL SUPPLY	42592698 42592699 42592700 42593016 42594723 42594724 42594725 42594726 42594727 42594728 42594729 42594730 42595101	024-00682	UNIFORM & SUPPLY RENTAL UNIFORM & SUPPLY RENTAL SUPPLY RENTAL - MATS - GTRANS UNIFORM & SUPPLY RENTAL CUSTODIAL SUPPLIES UNIFORM & SUPPLY RENTAL UNIFORM & SUPPLY RENTAL SUPPLY RENTAL - MATS - GTRANS SUPPLY RENTAL - MATS - NCC SUPPLY RENTAL - MATS - CH SUPPLY RENTAL - MATS - PD SUPPLY RENTAL - MATS - HS UNIFORM & SUPPLIES RENTAL	97.32 81.28 50.10 1,081.55 551.25 97.32 81.28 50.10 13.65 19.00 91.60 11.60 1,082.80
					<b>Total :</b>	<b>3,308.85</b>
162220	2/23/2021	114143 QUADIENT LEASING USA, INC	N8679793		POSTAGE MAILING MACHINE LEASE	790.67
					<b>Total :</b>	<b>790.67</b>
162221	2/23/2021	102283 QUICK COLOR PRINTING	15465		GARDENA RESTAURANT WEEK SUPPL	799.35
					<b>Total :</b>	<b>799.35</b>
162222	2/23/2021	110376 QUIROZ, ABIGAIL	021021		MGMT ANNUAL HEALTH BENEFIT	500.00
					<b>Total :</b>	<b>500.00</b>
162223	2/23/2021	100147 RCI IMAGE SYSTEMS	76621		MICROFICHE SCANNING - 1046-1048 C	82.96
					<b>Total :</b>	<b>82.96</b>
162224	2/23/2021	103072 REACH	0221573		EAP SERVICES/REACHLINE NEWSLET	902.00

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162224	2/23/2021	103072 103072 REACH	(Continued)		Total :	902.00
162225	2/23/2021	109619 RENTINO, JOBEL	029	037-09881	PROCUREMENT CONSULTING SERVIC	5,890.00
					Total :	5,890.00
162226	2/23/2021	105768 REPAIR MACHINE & ENG., INC.	218929		REPAIR ALUMINUM TANK	230.00
					Total :	230.00
162227	2/23/2021	111668 RIVERSIDE COMMUNITY COLLEGE	2021/503		REGISTRATION - RADAR OPERATOR T	138.00
					Total :	138.00
162228	2/23/2021	111668 RIVERSIDE COMMUNITY COLLEGE	2021/521		REGISTRATION - LASER OPERATOR TI	34.50
					Total :	34.50
162229	2/23/2021	100585 RKA CONSULTING GROUP	30755		ENGINEERING PLAN CHECK SERVICE:	1,120.00
					Total :	1,120.00
162230	2/23/2021	111571 ROBSON FORENSIC INC	1671028		PROFESSIONAL SERVICES	6,260.00
					Total :	6,260.00
162231	2/23/2021	110205 ROSS & BARUZZINI, INC.	42889	037-09885	CONSULTING SERVICES FOR SCHEDL	9,600.00
			42890	037-09901	MACRO CONTRACT AMENDMENT	3,273.34
					Total :	12,873.34
162232	2/23/2021	119126 S.B.R.P.C.A.	03927		PD AUTO PARTS	35.75
			03928		PD AUTO PARTS	191.17
					Total :	226.92
162233	2/23/2021	119022 SAFE MART OF SOUTHERN, CALIFORNIA, INC	91864		BLDG MAINT SUPPLIES	153.43
			91888		BUS PROGRAM SUPPLIES	165.38
			91900		STREET MAINT SUPPLIES	11.03
			91901		PD PROGRAM SUPPLIES	6.62
			91914		STREET MAINT SUPPLIES	34.73
					Total :	371.19
162234	2/23/2021	108654 SECTRAN SECURITY INC.	21010646		ARMORED TRANSPORTATION SERVICI	182.81
					Total :	182.81

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162235	2/23/2021	110731 SHAW HR CONSULTING, INC	16363		PROFESSIONAL SERVICES - PERSONNEL	1,540.00
					Total :	1,540.00
162236	2/23/2021	106050 SHEHATA, AMY	JANUARY 2021		CHILD CARE PROVIDER	6,041.00
					Total :	6,041.00
162237	2/23/2021	119233 SHERWIN-WILLIAMS CO.	CHECK #160344		STREET MAINT SUPPLIES	1,049.97
					Total :	1,049.97
162238	2/23/2021	109918 SHIGE'S FOREIGN CAR SERVICE	80843	035-01021	2018 FORD INTRCPTR #1554678 BATTE	267.79
			80884	035-01021	2012 CHEVY TAHOE #1415462 SERVICE	564.87
			80886	035-01021	2016 FORD INTRCPTR #1488057 OIL &	26.05
			80890	035-01021	2016 FORD INTRCPTR #1484145 BRAKE	260.88
			80897	035-01021	2018 FORD INTRCPTR #1554880 OIL &	60.45
					Total :	1,180.04
162239	2/23/2021	101649 SILVIA ESPINOZA FAMILY CHILD, CARE	JANUARY 2021		CHILD CARE PROVIDER	2,178.00
					Total :	2,178.00
162240	2/23/2021	108933 SLATER, YERENIS	012921		MEDICAL REIMBURSEMENT	2,500.00
					Total :	2,500.00
162241	2/23/2021	109531 SMILLIN, MAGE	JANUARY 2021		CHILD CARE PROVIDER	7,949.00
					Total :	7,949.00
162242	2/23/2021	119447 SOUTH BAY FORD	702326		PD AUTO PARTS	542.98
					Total :	542.98
162243	2/23/2021	619003 SOUTHERN CALIFORNIA EDISON	020621		LIGHT & POWER	47,677.49
					Total :	47,677.49
162244	2/23/2021	103202 SOUTHERN COUNTIES LUBRICANTS, LLC	138030		DELO SYN-GEAR XDM 75W90	2,191.11
					Total :	2,191.11
162245	2/23/2021	108238 SPARKLETTS	14211220 012721		DRINKING WATER FILTRATION SYSTEM	36.99
			15638236 012921		DRINKING WATER FILTRATION SYSTEM	37.00
					Total :	73.99

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Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162246	2/23/2021	109067 SPEAKWRITE	b4beb3fd		TRANSCRIPTION SERVICES - JANUAR	157.64
					Total :	157.64
162247	2/23/2021	104453 SPICERS PAPER, INC.	2593875		PD OFFICE SUPPLIES	1,442.10
					Total :	1,442.10
162248	2/23/2021	119548 ST. JOHN LUTHERAN CHURCH	MARCH 2021		SENIOR CITIZENS DAY CARE	900.00
					Total :	900.00
162249	2/23/2021	119594 STANLEY PEST CONTROL	COG 0121		PEST CONTROL SERVICE - 1670 W 162	654.00
			COG 0121-1		PEST CONTROL SERVICE - 2320 W. 14	117.00
			COG 1220		PEST CONTROL SERVICE - 1670 W 162	654.00
			COG 1220-1		PEST CONTROL SERVICE - 2320 W. 14	117.00
					Total :	1,542.00
162250	2/23/2021	119010 STAPLES ADVANTAGE	3464358314		PW OFFICE SUPPLIES	66.04
			3464486249		PW OFFICE SUPPLIES	118.28
			3466830205		PW OFFICE SUPPLIES	452.47
			3467652877		PW OFFICE SUPPLIES	88.73
			3467892595		FINANCE OFFICE SUPPLIES	-11.01
			3468541126		PW OFFICE SUPPLIES	11.44
					Total :	725.95
162251	2/23/2021	100609 TANK SPECIALISTS OF CALIFORNIA	30353		CERTIFIED DESIGNATED OPERATOR S	189.75
			30392		CERTIFIED DESIGNATED OPERATOR S	189.75
					Total :	379.50
162252	2/23/2021	110877 TAYLORING MINDS FAMILY CHILD, CARE	JANUARY 2021		CHILD CARE PROVIDER	3,359.00
					Total :	3,359.00
162253	2/23/2021	107928 TELECOM LAW FIRM, P.C.	9854		PROFESSIONAL SERVICES - 2929 W. R	2,450.00
					Total :	2,450.00
162254	2/23/2021	111487 TERACAI CORPORATION	8077109	023-01317	SOPHOS INTERCEPT X - ANTIVIRUS/ M	41,407.00
					Total :	41,407.00
162255	2/23/2021	111670 TINOCO, GUILLERMO	UNIFORM		UNIFORM ALLOWANCE	350.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162255	2/23/2021	111670 111670 TINOCO, GUILLERMO	(Continued)		<b>Total :</b>	<b>350.00</b>
162256	2/23/2021	110238 TIREHUB, LLC	18541531		TIRES - GEAGLE RS A POLICE BW 108\	600.19
					<b>Total :</b>	<b>600.19</b>
162257	2/23/2021	109411 TITAN LEGAL SERVICES, INC.	SU334102-05-01 SU347186-01-01 SU347186-02-01 SU347242-01-01		PROFESSIONAL SERVICES PROFESSIONAL SERVICES PROFESSIONAL SERVICES PROFESSIONAL SERVICES	47.00 97.30 93.14 88.50
					<b>Total :</b>	<b>325.94</b>
162258	2/23/2021	109775 TOMS TRUCK CENTER NORTH COUNTY	1216126 1216322	037-09979 037-09979	GTRANS AUTO PARTS GTRANS AUTO PARTS	3,515.34 51.70
					<b>Total :</b>	<b>3,567.04</b>
162259	2/23/2021	110851 TRAPEZE SOFTWARE GROUP, INC.	T SMAU210084	037-09887	GTRANS SCHEDULING & OPERATIONS	2,924.00
					<b>Total :</b>	<b>2,924.00</b>
162260	2/23/2021	105190 TYLER TECHNOLOGIES, INC.	045-0328535		TYLER EDEN SOFTWARE MODIFICATIK	408.00
					<b>Total :</b>	<b>408.00</b>
162261	2/23/2021	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	BARRAGAN 01/22/21 GOLDMAN 01/22/21 GOLDMAN 12/22/20 LEWIS 01/22/21 LEWIS 12/20/20  NOLAN 01/22/21 PD TRAINING 01/22/21 PD TRNING2 01/22/21 PD TRNING3 01/22/21 RECREATION 01/22/21 ROMERO 01/22/21 SANTIN 01/22/21 SWEENEY 01/22/21 V.OSORIO 01/22/21	S	CAL CARD STATEMENT 12/23-01/22/21 CAL CARD STATEMENT 12/23-01/22/21 CAL CARD STATEMENT 11/24-12/22/20 CAL CARD STATEMENT 12/23-01/22/21 CAL CARD STATEMENT 11/24-12/22/20  CAL CARD STATEMENT 12/23-01/22/21 CAL CARD STATEMENT 12/23-01/22/21 CAL CARD STATEMENT 12/23-01/22/21 CAL CARD STATEMENT 12/24-01/22/21 CAL CARD STATEMENT 12/24-01/22/21 CAL CARD STATEMENT 12/23-01/22/21 CAL CARD STATEMENT 12/23-01/22/21 CAL CARD STATEMENT 12/23-01/22/21 CAL CARD STATEMENT 12/23-01/22/21	73.83 239.84 861.91 14.32 -510.06  1,671.06 1,999.96 3,083.44 247.91 2,215.83 172.00 2,099.00 1,260.50 298.14
					<b>Total :</b>	<b>13,727.68</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162262	2/23/2021	109220 U.S. BANK EQUIPMENT FINANCE	434920633		RICOH MPC4503 COPIER LEASE - CD~	163.40
					Total :	163.40
162263	2/23/2021	102603 UGALDE, JESUS	FALL 2020		EDUCATIONAL REIMBURSEMENT	658.33
					Total :	658.33
162264	2/23/2021	104692 ULINE	129587915		BUS SHOP SUPPLIES	738.76
					Total :	738.76
162265	2/23/2021	121275 UNDERGROUND SERVICE ALERT, OF SC	120210279		NEW TICKETS	135.40
					Total :	135.40
162266	2/23/2021	105549 VALDEZ, MATILDE	JANUARY 2021		CHILD CARE PROVIDER	8,942.00
					Total :	8,942.00
162267	2/23/2021	122050 VERIZON WIRELESS	9871497213		BUS CELL PHONE SERVICE~	198.45
					Total :	198.45
162268	2/23/2021	108353 WALTERS WHOLESALE ELECTRIC CO	S117223584 S117223972 S117247363 S117247462		SIGNS/SIGNALS SUPPLIES SIGNS/SIGNALS SUPPLIES SIGNS/SIGNALS SUPPLIES SIGNS/SIGNALS SUPPLIES	707.38 1,756.12 423.66 1,370.03
					Total :	4,257.19
162269	2/23/2021	100107 WAYNE ELECTRIC CO.	198756		GTRANS AUTO PARTS	361.35
					Total :	361.35
162270	2/23/2021	123154 WEST COAST ARBORISTS, INC.	167457	024-00676	TREE TRIMMING SERVICES FY 2020	1,482.00
					Total :	1,482.00
162271	2/23/2021	119387 WEX BANK	68979190 69504060 70055126		FUEL PURCHASES FUEL PURCHASES FUEL PURCHASES	39.00 89.00 105.83
					Total :	233.83
162272	2/23/2021	103956 WORTHINGTON FORD	6054266		2018 FORD INTRCEPT #1554675 - DIAG	107.65
					Total :	107.65

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Voucher List  
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
162273	2/23/2021	107051 ZAVALETA, MARITZA	JANUARY 2021		CHILD CARE PROVIDER	3,473.00
Total :						3,473.00
162 Vouchers for bank code : usb						Bank total : 829,870.90
162 Vouchers in this report						Total vouchers : 829,870.90

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Voucher List  
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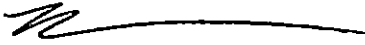
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Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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CLAIMS VOUCHER APPROVAL

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 18 inclusive of the check register are accurate and funds are available for payment thereof.

By:   
Chief Fiscal Officer

This is to certify that the claims or demands covered by checks listed on pages 1 to 18 inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers:

\_\_\_\_\_  
Mayor      2/23/21  
Date

\_\_\_\_\_  
Councilmember      Date

\_\_\_\_\_  
Councilmember      Date

Acknowledged:

\_\_\_\_\_  
Councilmember      Date

\_\_\_\_\_  
Councilmember      Date

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**CITY of GARDENA**


5. D. (1)  
CITY MANAGER  
Report No. P-2021-4  
Date: February 23, 2021

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**  
**SUBJECT: PERSONNEL REPORT**

1. Report the count of confirmed COVID-19 employee cases.  
Total Count: Sixty-Seven (67)
  - a. Administrative Services Department: One (1)
  - b. City Clerk's Office: One (1)
  - c. Elected & Administrative Offices: One (1)
  - d. Community Development Department: Two (2)
  - e. Transportation Department: Seventeen (17)
  - f. Police Department: Twenty-Five (25)
  - g. Public Works Department: Eight (8)
  - h. Recreation & Human Services Department: Twelve (12)
2. Report the Promotion of the following individuals:
  - a. **JOSE SERRANO** to the position of Police Officer, Schedule 201 (\$6,945 - \$8,864/month) with the Police Department effective February 3, 2021.
  - b. **MICHAEL SPINOSA** to the position of Police Officer, Schedule 201 (\$6,945 - \$8,864/month) with the Police Department effective February 3, 2021.
3. Report the Separation of Director of Community Development, **RAYMOND BARRAGAN**, of the Community Development Department effective February 19, 2021. Mr. Barragan provided 8 years and 6 months of service to the City.
4. Report that the following individuals are on leave under the Family Medical Leave Act / California Family Rights Act (FMLA/CFRA):
  - a. Bus Operator, **KIMBERLY BASTON BALANCIER**, of the Transportation Department effective February 9, 2021 through May 1, 2021, on a continuous basis.
  - b. Right of Way Maintenance Worker, **ESAU EUTIMIO**, of the Public Works Department effective January 22, 2021 through a date to be determined, on a continuous basis.
  - c. Bus Operator, **THEODORE TAYLOR JR.**, of the Transportation Department effective February 3, 2021 through a date to be determined, on a continuous basis.
  - d. Bus Operator, **VALENCIA BARNES**, of the Transportation Department effective February 6, 2021 through a date to be determined, on a continuous basis.
5. Report the following individuals have returned to duty from leave:
  - a. Senior Accountant, **CHARLES SANTOS**, of the Transportation Department effective February 10, 2021.

- b. Information Technology Coordinator, **ALEXANDER PINTO**, of the Administrative Services Office effective February 1, 2021.
  - c. Bus Operator, **TANIESHA FLOYD**, of the Transportation Department effective February 17, 2021.
6. Report the active recruitment for the Open/Competitive position of Director of Community Development (Community Development Department). This recruitment is open until filled.
7. Report the recruitment for the Closed/Promotional position of Police Sergeant (Police Department). This recruitment closed on February 22, 2021.

Respectfully submitted,



CLINT OSORIO  
City Manager/Human Resources Officer

cc: City Attorney  
City Clerk  
Human Resources  
Payroll





**CITY OF GARDENA**  
PLANNING & ENVIRONMENTAL QUALITY COMMISSION  
CITY COUNCIL CHAMBER ■ 1700 WEST 162<sup>nd</sup> STREET  
Telephone: (310) 217-9524 ■ E-mail address: CDDPlanningandZoning@cityofgardena.org

**REPORT OF ACTIONS**  
**February 16, 2021**

**5. PUBLIC HEARING ITEMS:**

**A. Environmental Assessment #16-20, Modification to Site Plan Review #7-18**

The Planning Commission considered a request for a modification to a site plan review previously approved for the Normandie Estates Courtyard Project (Phase II of the Normandie Estates Specific Plan). The request was to scale the project down to reduce the project height from three to two-story unit homes and direction to staff to file a Notice of Exemption.

**Project Location:** 1348 West 168<sup>th</sup> Street (APN # 6111-012-003)

**Applicant:** Maupin Development Inc

**Commission Action:** The Commission approved Resolution No. PC 1-21, approving Modification #1 to Site Plan Review #7-18.

**Ayes:** *Langley, Henderson, Pierce, Sherman, Jackson*

**Noes:**

**Absent:**

**B. Environmental Assessment #1-21, Zone Code Amendment #1-21, GPA #1-21**

The Planning Commission considered amending the Land Use Plan of the City's General Plan to allow higher floor area ratios in the Commercial and Industrial General Plan land use areas when allowed by the Gardena Zoning Code and also amending development standards in the Gardena Zoning Code, primarily relating to amenity hotels.

**Project Location:** Citywide

**Applicant:** City

**Commission Action:** The Commission approved Resolution No. PC 2-21, recommending the City Council adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting program, recommending the City Council adopt the General Plan Amendment, and recommending the City Council adopt the Zone Code Amendment with the exception that a Conditional Use Permit still be required for amenity hotels, a ten-foot yard setback on side streets still be required, and no changes to the parking ratio for amenity hotels.

**Ayes:** *Langley, Henderson, Pierce, Sherman, Jackson*

**Noes:**

**Absent:**





# City of Gardena City Council Meeting

Agenda Item No.: 8. A. (1)  
Department: Administrative Services  
Meeting Date: February 23, 2021  
Resolution No. 6500

## AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6500, APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS FOR THE GARDENA COMMUNITY AQUATIC & SENIOR CENTER

### COUNCIL ACTION REQUIRED:

Adopt Resolution No. 6500

### Action Taken

### STAFF SUMMARY AND RECOMMENDATION:

The State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant, setting up necessary procedures governing the application.

The established procedures require all applicants to certify by resolution the approval of the application before submission to the State. This application for \$8.5 million would fund the Gardena Community Aquatic & Senior Center.

Staff therefore recommends that the City Council adopt Resolution No. 6500, authorizing the City to apply for the Statewide Park Development and Community Revitalization Grant funding the Gardena Community Aquatic & Senior Center.

### FINANCIAL IMPACT/COST:

Potential \$8.5 million in grant funding

### ATTACHMENTS:

Resolution No. 6500

Submitted by

Ray Beeman, Chief Fiscal Officer

Date 02/23/21

Concurred by

Clint D. Osorio, City Manager

Date 02/23/21



**RESOLUTION NO. 6500**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS FOR DEVELOPMENT OF THE GARDENA COMMUNITY AQUATIC & SENIOR CENTER**

**WHEREAS**, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

**WHEREAS**, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

**WHEREAS**, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY APPROVE THE FILING OF AN APPLICATION FOR THE GARDENA COMMUNITY AQUATIC & SENIOR CENTER; AND**

Section 1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and

Section 2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and

Section 3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

Section 4. Delegates the authority to the City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

Section 5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Section 6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

**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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
TASHA CERDA, Mayor

ATTEST:

\_\_\_\_\_  
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
CARMEN VASQUEZ, City Attorney



# City of Gardena

## City Council Meeting

Agenda Item No. 8. C. (1)  
Department: ELECTED and  
ADMINISTRATIVE  
OFFICES  
Meeting Date: 2/23/2021

### AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: APPROVE SECOND AMENDMENT TO OPERATING COVENANT  
AGREEMENT WITH FARADAY FUTURE INC.

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Approve Second Amendment to Operating Covenant Agreement with Faraday Future Inc.	
<u>RECOMMENDATION AND STAFF SUMMARY:</u>	
<p>In an effort to generate additional sales tax revenue, create additional local jobs, and enhance economic vitality, the City of Gardena ("City") and Faraday &amp; Future Inc. and Affiliates ("FF") entered into an Economic Development Subsidy Agreement ("Agreement") on November 16, 2018.</p> <p>The Agreement required FF to open a sales office in Gardena, and for the City to pay FF an amount measured by the sales tax revenue generated by FF sales in exchange for a covenant to operate in the City. The Agreement provided for cancellation by the City if FF failed to open the sales office and failed to generate \$20,000 in sales tax revenue during calendar year 2019. Those milestones were not reached due to production delays.</p> <p>On April 21, 2020, City Council approved of the First Amendment, requiring FF to achieve the required benchmarks by the end of calendar year 2021 and authorized the City to terminate the Agreement if they are not accomplished by the deadline. However, due to the COVID-19 pandemic, FF has experienced additional production delays.</p> <p>Staff respectfully recommends that the City Council approve the Second Amendment to the Operating Covenant Agreement with Faraday Future Inc. The Amendment extends FF's deadline to the end of calendar year 2022 and waives the credit penalty of \$95,000 that was requested by the City under the First Amendment.</p>	
<u>FINANCIAL IMPACT/COST:</u>	
Dependent upon the success of this start-up automobile manufacturer, a potential GAIN of Revenue to General Fund of \$20 million over the 20-year term of the Agreement	
<u>ATTACHMENTS</u>	
<ol style="list-style-type: none"><li>1) Faraday &amp; Future Original Operating Covenant Agreement</li><li>2) First Amendment to Faraday &amp; Future Operating Covenant Agreement</li><li>3) Second Amendment to Faraday &amp; Future Operating Covenant Agreement</li></ol>	
Submitted by: <u>Clint Osorio</u> , Clint Osorio, City Manager Date: <u>2/18/21</u>	

**SECOND AMENDMENT TO OPERATING COVENANT AGREEMENT  
BETWEEN THE CITY OF GARDENA AND FARADAY & FUTURE INC. AND AFFILIATES**

**WHEREAS, the City of Gardena ("City") and Faraday & Future Inc. and Affiliates ("Owner") are parties to an Operating Covenant Agreement dated November 16, 2018 ("Agreement");**

**WHEREAS, Owner has failed to reach certain milestones set forth in the Agreement, to wit, establishing a sales office in the City and commencing sales therefrom, but believes that it will achieve those milestones by the year 2023;**

**WHEREAS, City has not received anticipated revenue as a result of the failure of Owner to reach those milestones;**

**WHEREAS, City and Owner wish to amend the Agreement to provide Owner additional time to open a sales office in the City and to commence sales there from; and**

**WHEREAS, City and Owner no longer wish to compensate City for its unrealized anticipated sales tax revenue.**

**NOW, THEREFORE, City and Owner agree as follows:**

- 1. Section 3.5.7 of the Agreement is amended to read as follows:**

**3.5.7. Termination. City may terminate this Covenant Agreement if Owner has not established a sales office in Gardena and generated at least \$20,000 of sales tax allocable to the City by December 31, 2023.**

- 2. Section 3.5.1 bis, as added in the First Amendment to the Agreement dated April 28, 2020, is deleted from the Agreement.**
- 3. Except as amended herein, the Agreement remains in full force and effect.**



**CITY'S SIGNATURE PAGE**  
**TO THE**  
**FARADAY & FUTURE INC.**  
**OPERATING COVENANT AGREEMENT**

CITY OF GARDENA  
a California municipal corporation

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

Clint Osorio, City Manager

ATTEST:

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

Mina Semenza, City Clerk

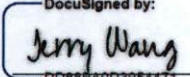
APPROVED AS TO FORM:

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

Carmen Vasquez, City Attorney

OWNER'S SIGNATURE PAGE  
TO THE  
FARADAY&FUTURE INC.  
OPERATING COVENANT AGREEMENT

FARADAY & FUTURE INC.  
a California corporation

By:  DocuSigned by:  
Jerry Wang  
DD88BA0D3954471...

Jiawei Wang  
VP, Global Capital Markets



**OFFICE of the CITY CLERK**

1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9565

December 20, 2018

Faraday & Future Inc.  
Attn: Legal  
18455 S. Figueroa Street  
Gardena, CA 90248

**SUBJECT: OPERATING COVENANT AGREEMENT WITH FARADAY & FUTURE  
INC. AND AFFILIATES**

To Whom It May Concern:

In regular session on December 18, 2018, the Gardena City Council approved the subject Agreement and authorized the Mayor and the City Clerk to execute the document.

Enclosed is a fully executed original of said Agreement for your records.

Please contact Economic Development Manager, Spencer Dela Cruz at (310) 217-9533, if you have any related questions.

Sincerely,

Katherine Rhee  
Records Management Coordinator

/kr

Enclosure

cc: City Manager  
City Attorney  
Economic Development Manager

**OPERATING COVENANT AGREEMENT**

**between**

**CITY OF GARDENA**  
**a California municipal corporation,**

**and**

**FARADAY&FUTURE INC. AND AFFILIATES**  
**a California corporation**

Dated as of November 16, 2018, for reference purposes only.



## 1. PARTIES AND DATE.

This Operating Covenant Agreement ("Covenant Agreement") is made and entered into this 19 day of December 2018 by and between the City of Gardena, a California municipal corporation and general law city with its principal place of business at 1700 West 162<sup>nd</sup> Street, Gardena, CA 90247-3732 and Faraday&Future Inc. and Affiliates, a Delaware corporation with its current principal place of business within the City. City and Owner are sometimes referred to individually as "Party" and collectively as "Parties" throughout this Covenant Agreement.

## 2. RECITALS.

**2.1 Owner.** Owner is considering locating a new Retail Store (as defined below) within the City of Gardena for the purpose of selling certain Vehicles (as defined below).

**2.2 Expansion of Owner's Business.** The opening of a new Retail Store within the City serves Owner's business purposes in that the advantageous location of the City and its business conducive environment will permit Owner to operate more efficiently and effectively and will better serve its customers. The incentives provided in this Covenant Agreement are intended to assist Owner with establishing a new Retail Store within the City and continuing to remain in the City.

**2.3 Benefit for the City.** This Covenant Agreement is intended to generate substantial revenue for the City in the form of additional Sales Tax Revenue, which may be used by the City for the funding of necessary public services and facilities, including but not limited to, public safety services and facilities, public improvements and recreational opportunities that otherwise may not be available to the community for many years.

**2.4 Benefit for the Community.** This Covenant Agreement will also promote the immediate creation of new jobs and provide opportunity for additional job growth throughout the term of this Covenant Agreement. Entering into this Covenant Agreement and ensuring the establishment of the Retail Store may attract additional businesses and investment in the community due to increased services and economic activity in the area.

## 3. TERMS.

**3.1 Effective Date of Covenant Agreement.** This Covenant Agreement is dated November 8, 2018, for reference purposes only. This Covenant Agreement will not become effective until the date ("Effective Date") on which all of the following conditions are satisfied:

**3.1.1** This Covenant Agreement has been approved and executed by the appropriate authorities of Owner and delivered to the City;

**3.1.2** Following all legally required notices and hearings, this Covenant

Agreement has been approved by the City Council of the City; and

**3.1.3** This Covenant Agreement has been executed by the appropriate authorities of the City and delivered to Owner.

If all of the foregoing conditions precedent have not been satisfied by December 31, 2018, then this Covenant Agreement may not thereafter become effective and any prior signatures and approvals of the Parties will be deemed void and of no force or effect.

**3.2** Representations of Parties to Covenant Agreement.

**3.2.1** The City. The address of the City is 1700 West 162<sup>nd</sup> Street, Gardena, CA 90247-3732, Attention: Edward Medrano; Telephone: (310) 217-9503, Email: EMedrano@cityofgardena.org; with copies to Peter L. Wallin; 1700 West 162<sup>nd</sup> Street, Gardena, CA 90247-3732, Telephone: (310) 217-9544, Email: PWallin@cityofgardena.org.

The City represents and warrants to Owner that, to the City's actual current knowledge:

(A) The City is a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the laws of the State of California;

(B) The City has taken all actions required by law to approve the execution of this Covenant Agreement;

(C) The City's entry into this Covenant Agreement and/or the performance of the City's obligations under this Covenant Agreement does not violate any contract, agreement or other legal obligation of the City;

(D) The City's entry into this Covenant Agreement and/or the performance of the City's obligations under this Covenant Agreement does not constitute a violation of any state or federal statute or judicial decision to which the City is subject;

(E) There are no pending lawsuits or other actions or proceedings which would prevent or impair the timely performance of the City's obligations under this Covenant Agreement;

(F) The City has the legal right, power and authority to enter into this Covenant Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Covenant Agreement has been duly authorized and no other action by the City is requisite to the valid and binding execution, delivery and performance of this Covenant Agreement, except as otherwise expressly set forth herein; and

(G) The individual executing this Covenant Agreement is authorized to execute this Covenant Agreement on behalf of the City.

The representations and warranties set forth above are material consideration to Owner and the City acknowledges that Owner is relying upon the representations set forth above in undertaking Owner's obligations set forth in this Covenant Agreement.

As used in this Covenant Agreement, the term "City's actual current knowledge" shall mean, and shall be limited to, the actual current knowledge of the City Manager (after reasonable inquiry or investigation) as of the Effective Date.

All of the terms, covenants and conditions of this Covenant Agreement shall be binding on and shall inure to the benefit of the City and its nominees, successors and assigns. Wherever the term "City" is used herein, such term shall include any permitted nominee, assignee or successor of the City.

**3.2.2 Owner.** The notice address of Owner for purposes of this Covenant Agreement is 18455 S. Figueroa Street, Gardena, CA 90248, Attention: Legal, Email: legal@ff.com.

Owner represents and warrants to the City that, to its actual current knowledge:

(A) Owner is a duly formed Delaware corporation, which is qualified to do business in California and is in good standing to do business under the laws of the State of California;

(B) The individual(s) executing this Covenant Agreement is/are authorized to execute this Covenant Agreement on behalf of Owner;

(C) Owner has taken all actions required by law to approve the execution of this Covenant Agreement;

(D) Owner's entry into this Covenant Agreement and/or the performance of its obligations under this Covenant Agreement does not violate any contract, agreement or other legal obligation of Owner;

(E) Owner's entry into this Covenant Agreement and/or the performance of its obligations under this Covenant Agreement does not constitute a violation of any state or federal statute or judicial decision to which Owner is subject;

(F) There are no pending lawsuits or other actions or proceedings which would prevent or impair the timely performance of Owner's obligations under this Covenant Agreement;

(G) Owner has the legal right, power and authority to enter into this Covenant Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Covenant Agreement have been duly authorized and no other action by Owner is requisite to the valid and binding execution, delivery and

performance of this Covenant Agreement, except as otherwise expressly set forth herein;

(H) Owner and its managerial personnel possess sufficient experience and qualifications necessary to conduct Owner's Sales Activities (hereinafter defined) as required by this Covenant Agreement; and

(I) Owner currently does not have an auto dealership. Further, the newly created auto dealership will not be in violation of California Government Code Sections 53084 and 53084.5.

The representations and warranties set forth herein are material consideration to the City and Owner acknowledges that the City is relying upon the representations set forth above in undertaking the City's obligations set forth above.

As used in this Covenant Agreement, the term "actual current knowledge" of Owner shall mean, and shall be limited to, the actual current knowledge of Faraday & Future Inc. (after reasonable inquiry or investigation) as of November 8, 2018.

All of the terms, covenants and conditions of this Covenant Agreement shall be binding on and shall inure to the benefit of Owner and its permitted nominees, successors and assigns, including, at Owner's sole option, any Affiliate of Owner. Wherever the term "Owner" is used herein, such term shall include any permitted nominee, assignee or successor of Owner, including, at Owner's sole option, any Affiliate of Owner.

The qualifications and identity of Owner are of particular concern to the City, and it is because of such qualifications and identity that the City has entered into this Covenant Agreement with Owner. No voluntary or involuntary successor-in-interest of Owner shall acquire any rights or powers under this Covenant Agreement except as expressly set forth in Section 3.22.

### **3.3 Definitions.**

**3.3.1 "Affiliate"** means, when used with reference to a specified entity, any person or entity that directly or indirectly controls, is controlled by, or is under common control with such entity.

**3.3.2 "Base Amount"** means, annually, \$75,000. The Base Amount shall be adjusted for CPI inflation every ten years during the Eligibility Period by the Parties in good faith.

**3.3.3 "CDTFA"** means the California Department of Tax and Fee Administration or related or successor entity that has the responsibility over the course of the Eligibility Period to collect Sales Tax pursuant to the Sales Tax Law and to distribute Sales Tax to various taxing entities, including City. In July 1, 2017, the Board of Equalization was restructured into three separate entities: The State Board of Equalization, CDTFA and the Office of Tax Appeals. CDTFA is housed within the Government Operations Agency while the Board is an independent agency and continues to administer property taxes. The Office of Tax Appeals is an independent entity



starting July 1, 2017, but didn't begin full operation and hearing appeals until January 1, 2018. CDTFA will handle most of the taxes and fees previously collected by the Board of Equalization, including sales and use tax.

**3.3.3 "City"** means the City of Gardena, a California municipal corporation, and any nominee, assignee of, or successor to, its rights, powers and responsibilities.

**3.3.4 "Computation Quarter"** means, other than the first Computation Quarter, each calendar quarter beginning on January 1, April 1, July 1, or October 1, as applicable. The first Computation Quarter within the Eligibility Period shall commence on January 1, 2019, and is referred to herein as "Computation Quarter 1," with each succeeding Computation Quarter within the Eligibility Period being consecutively numbered, concluding with Computation Quarter 80..

**3.3.5 "Covenant Term"** means, a period of twenty (20) years following the Effective Date, unless earlier terminated as provided herein. The Covenant Term may be extended for an additional twenty (20) years, provided that neither Party objects in writing no later than six (6) months before the expiration of the initial twenty (20) year period.

**3.3.6 "Covenants"** means those covenants described in Section 3.4 herein.

**3.3.7 "Eligibility Period"** means the period commencing as of the first (1<sup>st</sup>) day of Computation Quarter 1 and ending the last day of Computation Quarter 160.

**3.3.8 "Liquidated Damages"** means, for purposes of Section 3.7, as follows:

(a) If an Owner Default occurs during Computation Quarters 1 through 40, an amount equal to the previous four (4) consecutive Covenant Payments paid to Owner immediately prior to the Computation Quarter in which the Owner Default occurs; provided that if an Owner Default occurs during Computation Quarters 1 through 4, such amount shall in no event exceed the aggregate of all Covenant Payments paid to Owner.

(b) If an Owner Default occurs during Computation Quarters 41 through 80, an amount equal to the previous six (6) consecutive Covenant Payments paid to Owner immediately prior to the Computation Quarter in which the Owner Default occurs.

**3.3.9 "Owner"** means and refers to Faraday&Future Inc. a California corporation and its successors and assigns.

**3.3.10 "Owner's Sales Activities"** means commercially reasonable business practices and activities conducted by Owner associated with the sale of Vehicles in the City..

**3.3.11 "Penalty Assessments"** means and refers to penalties, assessments,

collection costs and other costs, fees or charges resulting from late or underpaid payments of Sales Tax and which are levied, assessed or otherwise collected from Owner.

**3.3.12 "Property"** means certain real property to be located in Gardena, CA which functions as part of the Retail Store within the City of Gardena.

**3.3.13 "Retail Store"** means an establishment owned or leased by Owner that is engaged in the Taxable Sales of Vehicles..

**3.3.14 "Sales Tax"** means and refers to all sales and use taxes levied under the authority of the Sales Tax Law attributable to the Retail Store (excluding any sales and use tax which is to be refunded to Owner due to an overpayment of such tax).

**3.3.15 "Sales Tax Law"** means and refers to: (a) California Revenue and Taxation Code Section 7200 et seq., and any successor law thereto; (b) any legislation allowing City or other public agency with jurisdiction in City to levy any form of local Sales Tax on the operations of Owner; and (c) regulations of the Board of Equalization/CDTFA and other binding rulings and interpretations relating to (a) and (b) of this sub-Section.

**3.3.16 "Sales Tax Revenues"** means the Sales Tax actually received by the City from the BOE/CDTFA pursuant to the application of the Sales Tax Law (as such statutes may hereafter be amended, substituted, replaced, re-numbered, moved or modified by any successor law) attributable to the Retail Store. Sales Tax Revenues shall not include: (i) Penalty Assessments; (ii) any Sales Tax levied by, collected for or allocated to the State of California, the County of Los Angeles, or a district or any entity (including an allocation to a statewide or countywide pool) other than City; (iii) any administrative fee charged by the BOE; (iv) any Sales Tax subject to any sharing, rebate, offset or other charge imposed pursuant to any applicable provision of federal, state or local (except City's) law, rule or regulation; or (v) any Sales Tax attributable to any transaction not consummated within the Eligibility Period; or (vi) any Sales Tax (or other funds measured by Sales Tax) required by the State of California to be paid over to another governmental entity (including the State) or set aside and/or pledged to a specific use other than for deposit into or payment from the City's general fund. As used in this Covenant Agreement, the term "Sales Tax Revenues" is also subject to Section 3.30.

**3.3.17 "Taxable Sales"** means Owner's sales and leases of Vehicles in the City subject to sales and use tax, including, but not limited to telephone and online sales and leases through an Internet website or otherwise, direct sales, sales through their agents or sales persons, i.e., (i) Owner's e-commerce sales activities attributable to the Retail Store; or (ii) for Vehicles sold from the Retail Store.

**3.3.18 "Vehicles"** means the "FF 91," "FF 81," other vehicles manufactured by Owner, and all related tangible goods for sale to the public.

### 3.4 Covenants.

**3.4.1 Operating, Use and Sales Transaction Covenant.** Owner covenants and agrees that for the Covenant Term Owner shall operate, or cause to be operated upon the Property, the Retail Store in a commercially reasonable business manner, consistent with all applicable provisions of federal, state and local laws and regulations. Owner also covenants and agrees that for the Covenant Term it will be the "Retailer", as that term is used in Section 6015 of the California Revenue and Taxation Code, of certain Vehicles.

**3.4.2 Covenant to Designate City as Point of Sale.** Owner covenants and agrees that, for the Covenant Term, Owner shall maintain such licenses and permits as may be required by any governmental agency to conduct Owner's Sales Activities related to the Retail Store and the conveyance of Vehicles in the City. Except as otherwise provided by applicable Law, Owner shall use commercially reasonable efforts to designate the City as a "point of sale" and consummate at the Retail Store all Taxable Sales and the Owner shall, to the extent allowable as set forth herein, identify the City as such in its reports to the BOE/CDTFA in accordance with the Bradley-Burns Uniform Local Sales and Use Tax Law (Revenue and Taxation Code 7200, et seq.), as it may be amended or substituted.

#### 3.4.3 [RESERVED].

**3.4.4 Use of Property.** Owner covenants and agrees that the Property shall be put to no use other than those uses specified in the City's General Plan, the Specific Plan, zoning ordinances, and this Covenant Agreement as the same may be amended from time to time. Nothing in this Section 3.4.4 shall limit, expand, modify or otherwise affect any right of the Owner to continue any legal nonconforming use upon the Property following changes in the City's General Plan, the Specific Plan or zoning ordinances.

**3.4.5 Jobs Creation Covenant.** Owner shall use its commercially reasonable efforts to expand the workforce at the Property as may be commercially reasonable.

### 3.5 Covenant Payments.

**3.5.1 Amount of Covenant Payments.** As consideration for the Covenants and Owner's performance of its obligations set forth in this Covenant Agreement, and subject to satisfaction of all conditions precedent thereto, City shall pay to the Owner (i) for Computation Quarters 1 through 4 during the Eligibility Period, an amount equal to fifty percent (50%) of Sales Tax Revenues attributable to Taxable Sales, and (ii) for Computation Quarters 5 through 160 during the Eligibility Period, an amount equal to fifty percent (50%) of Sales Tax Revenues attributable to Taxable Sales in excess of the Base Amount. The Base Amount of \$75,000 is to apply to each calendar year.

**3.5.2 Computation Quarter Covenant Payments.** Within thirty (30) days following the end of each Computation Quarter, Owner shall submit to City certified copies of its quarterly reports to the BOE/CDTFA which sets forth the amount of sales taxes paid to the BOE/CDTFA during the

Computation Quarter arising from Taxable Sales. Within ninety (90) days following the end of each Computation Quarter, City shall pay to Owner any Covenant Payment due for such Computation Quarter.

**3.5.3 No Carry Forward or Back.** The amount of the Covenant Payment(s) shall be determined and calculated on a Computation Quarter to Computation Quarter basis. Except as provided in Section 3.5.4, no Sales Tax Revenue generated in any Computation Quarter other than the Computation Quarter for which the Covenant Payment is being determined shall be used or considered in the calculation of any Covenant Payment which may be due for such Computation Quarter.

**3.5.4 Adjustments to Covenant Payment Amounts.** If after City makes a Covenant Payment to Owner pursuant to Section 3.5.2, City or Owner determines that the Covenant Payment has been overpaid or underpaid, City or Owner, as the case may be, shall have the right to provide a written notice, within sixty (60) days following the date of such Covenant Payment, to the other Party itemizing the information supporting an adjustment and either (a) in the case of an underpayment, requiring the City to pay the amount of the underpayment to Owner within thirty (30) days from the date such notice is delivered, or (b) in the case of an overpayment, deducting the amount of the overpayment from the next Covenant Payment otherwise owing to Owner. The Parties shall cooperate with one another and share such information as may be reasonably required to ensure that all adjustments are promptly made. If the Party receiving the notice disagrees with the request for adjustment, the Parties shall meet in good faith to resolve any dispute.

**3.5.5 BOE/CDTFA Determination of Improperly Allocated Local Sales Tax Revenues.** If, at any time the BOE/CDTFA determines that all or any portion of the Sales Tax Revenues received by the City were improperly allocated and/or paid to the City, and if the BOE/CDTFA requires repayment of, offsets against future sales tax payments, or otherwise recaptures from the City those improperly allocated and/or paid Sales Tax Revenues, then Owner shall, within sixty (60) calendar days after written demand from the City, repay all Covenant Payments (or applicable portions thereof) theretofore paid to Owner which are attributable to such repaid, offset or recaptured Sales Tax Revenues. If Owner fails to make such repayment within thirty (30) calendar days after the City's written demand, then Owner shall be in breach of this Covenant Agreement and such obligation shall accrue interest from the date of the City's original written demand at the then-maximum legal rate imposed by the California Code of Civil Procedure on prejudgment monetary obligations, compounded monthly, until paid. Additionally, in lieu of repayment, the City may deduct any amount required to be repaid by Owner under this Section 3.5.5 from any future Covenant Payments otherwise payable to Owner under this Covenant Agreement. The City will, within five (5) business days, contact Owner regarding any communication from the BOE/CDTFA pertaining to tax allocations associated with Owner's business. The City and Owner agree that, should the BOE/CDTFA question the correctness of the allocation or otherwise determine that there has been an improper allocation to the City, the City will engage legal counsel to use his or her best efforts to defend such allocation in all BOE/CDTFA administrative proceedings. Any cost or



expense associated with such efforts will be borne by the City. For purposes of this paragraph, administrative proceedings include all BOE/CDTFA meetings, conferences and appeals before BOE/CDTFA. Owner shall reasonably cooperate with the City and its attorney. Additionally, Owner shall have the right, but not the obligation, to participate in any such administrative proceedings and may engage its own legal counsel or consultant, at its own cost.

**3.5.6 Not a Pledge of Sales Tax.** Owner acknowledges that the City is not making a pledge of Sales Tax Revenues, or any other particular source of funds; the definition of Sales Tax Revenues, as used herein, is used merely as a measure of the amount payment due hereunder and as means of computing the Covenant Payment in consideration for the Covenants. It is acknowledged by Owner that the City's obligation to make the Covenant Payments is specifically contingent upon receipt by the City of the Sales Tax Revenues derived from operation of the Retail Store.

**3.5.7 Termination.** City may terminate this Covenant Agreement if Owner has not established a sales office in Gardena and generated at least \$20,000 of local sales tax allocable to City by December 31, 2019.

### **3.6 Default.**

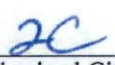
**3.6.1 Owner Default.** City shall provide Owner with written notice of Owner's failure to perform any material provision of this Covenant Agreement, including, without limitation, the Covenants. Owner shall have thirty (30) days from the date of such notice to either cure such Owner Default, or, if such Owner Default cannot be reasonably cured during such thirty (30) day period, to commence to cure within said thirty (30) day period and diligently prosecute such cure to completion thereafter. Any such failure that is not so cured or where such commencement to cure has not so begun shall be treated as an "Owner Default".

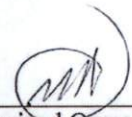
**3.6.2 City Default.** Owner shall provide City with written notice of City's failure to perform any material provision of this Covenant Agreement. City shall have thirty (30) days from the date of such notice to either cure such City Default, or, if such City Default cannot be reasonably cured during such thirty (30) day period, to commence to cure within said thirty (30) day period and diligently prosecute such cure to completion thereafter. Any such failure that is not so cured or where such commencement to cure has not so begun shall be treated as a "City Default".

**3.6.3 General Remedies for Default.** Either Party may, upon an Owner Default or City Default, as applicable, terminate this Covenant Agreement and all of its obligations hereunder without cost, expense or liability to itself. In addition, either Party may terminate this Covenant Agreement and all of its obligations hereunder without cost, expense or liability to itself upon the final non-appealable determination by a court of competent jurisdiction that this Covenant Agreement or City's obligation to make the Covenant Payments hereunder are void, invalid, or unenforceable for any reason whatsoever, including, without limitation, legal infirmity

### 3.7 Liquidated Damages.

**3.7.1 Owner Default.** The Parties acknowledge that the consideration to the City for its entry into this Covenant Agreement and the performance of its obligations hereunder include the City's receipt of Sales Tax Revenues arising from the operation of the Owner's Sales Activities and the location of the Retail Store in the City of this Covenant Agreement. Owner agrees that the City will suffer damages if Owner commits any Owner Default. The Parties agree that the exact determination of such damages would be impracticable and extremely difficult to quantify. Accordingly, the Parties have determined that Liquidated Damages represents a reasonable estimate of the damages that would be suffered by the City if Owner commits any Owner Default. Accordingly, as its sole and exclusive monetary remedy for an Owner Default, the City shall be entitled to (1) terminate this Covenant Agreement and the entirety of its obligations hereunder, including any accrued and unpaid Covenant Payments, and (2) receive from Owner the applicable amount of Liquidated Damages.

  
Initials of Authorized City Representative

  
Initials of Authorized Owner Representative

**3.8 Tax Consequences.** Owner acknowledges that it may experience tax consequences as a result of its receipt of the payments provided for in this Covenant Agreement and agrees that it shall bear any and all responsibility, liability, costs, and expenses connected in any way therewith.

**3.9 Rights Not Granted Under Covenant Agreement.** This Covenant Agreement is not, and shall not be construed to be, a Development Agreement under Government Code Section 65864 et seq., or a disposition and development agreement under Health and Safety Code Section 33000 et seq. This Covenant Agreement is not, and shall not be construed to be, an approval or an agreement to issue permits or a granting of any right or entitlement by the City concerning the Retail Store, Owner's Sales Activities or any other project, development, or construction by the Owner in the City. This Covenant Agreement does not, and shall not be construed to, exempt Owner from the application and/or exercise of the City's power of eminent domain or its police power, including, but not limited to, the regulation of land uses and the taking of any actions necessary to protect the health, safety, and welfare of its citizenry.

**3.10 Consent.** Whenever consent or approval of any Party is required under this Covenant Agreement, that Party shall not unreasonably withhold, delay or condition such consent or approval unless otherwise allowed by a specific provision of this Covenant Agreement.

**3.11 Notices and Demands.** All notices or other communications required or permitted between the City and Owner under this Covenant Agreement shall be in writing, and may be: (i) personally delivered; (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested; (iii) sent by telecopier or email; or (iv) sent by nationally

recognized overnight courier service (e.g., Federal Express), addressed to the Parties at the addresses provided in Article 1, subject to the right of either Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the second business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by telecopier or courier service (e.g., Federal Express), shall be deemed given upon receipt of the same by the Party to whom the notice is given.

**3.12 Nonliability of the City or City Officials and Employees.** No board member, official, contractor, consultant, attorney or employee of the City shall be personally liable to Owner, any voluntary or involuntary successors or assignees, or any lender or other Party holding an interest in the Property, in the event of any default or breach by the City, or for any amount which may become due to the Owner or to its successors or assignees, or on any obligations arising under this Covenant Agreement. No board member, officer, contractor, consultant, attorney or employee of Owner shall be personally liable to the City, any voluntary or involuntary successors or assignees, in the event of any default or breach by the Owner, or for any amount which may become due to the City or to its successors or assignees, or on any obligations arising under this Covenant Agreement.

**3.13 Conflict of Interests.** No board member, official, contractor, consultant, attorney or employee of the City shall have any personal interest, direct or indirect, in this Covenant Agreement nor shall any such board member, official, contractor, consultant, attorney or employee participate in any decision relating to this Covenant Agreement which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly or indirectly interested.

**3.14 Pledge or Hypothecation of Covenant Payments.** Owner may assign any Covenant Payment(s) due in accordance with the terms of this Covenant Agreement (but not any other right or obligation of this Covenant Agreement) upon thirty (30) days' prior written notice to City as collateral for any loan or financing obtained by the Owner in connection with the Retail Store and/or any buying company; provided that nothing in this Section 3.14 shall be deemed to limit the operation of Section 3.22. Without limiting the general applicability of the foregoing, Owner acknowledges that Owner's lender and any transferee of Owner's lender shall be subject to the transfer restrictions of Section 3.22.

**3.15 Entire Agreement; Good Faith Negotiations.** This Covenant Agreement contains all of the terms and conditions agreed upon by the Parties and supersedes any previous agreements between the Parties concerning the subject matter of this Covenant Agreement. No other understanding, oral or otherwise, regarding the subject matter of this Covenant Agreement shall be deemed to exist or to bind any of the Parties hereto. All prior written or oral offers, counteroffers, memoranda of understanding, proposals and the like are superseded by this Covenant Agreement.

The Parties acknowledge that this Covenant Agreement is the product of mutual arms-length negotiations and that each Party has been, or has had the opportunity to have been,



represented by legal counsel in the negotiation and drafting of this Covenant Agreement. Accordingly, the rule of judicial construction which provides that ambiguities in a document are to be construed against the drafter of that document shall have no application to the interpretation or enforcement of this Covenant Agreement.

**3.16 Time Deadlines Critical; Extensions and Delays; No Excuse Due to Economic Changes.** Time is of the essence in the performance of the City's and Owner's obligations under this Covenant Agreement. In addition to specific provisions of this Covenant Agreement providing for extensions of time, times for performance hereunder shall be extended where delays or defaults are due to war; insurrection; any form of labor dispute; lockouts; riots; floods; earthquakes; fires; acts of God or of third parties; third party litigation; acts of a public enemy; referenda; acts of governmental authorities (except that the failure of the City to act as required hereunder shall not excuse its performance); moratoria; epidemics; quarantine restrictions; and freight embargoes (collectively, "Enforced Delays"); provided, however, that the Party claiming the extension notify the other Party of the nature of the matter causing the default; and, provided further, that the extension of time shall be only for the period of the Enforced Delays. However, deadlines for performance may not be extended as provided above due to any inability of the Owner to obtain or maintain acceptable financing for the operation of the Retail Store and/or any buying company.

**ANYTHING IN THIS COVENANT AGREEMENT TO THE CONTRARY NOTWITHSTANDING, OWNER AND CITY, AND EACH OF THEM, EXPRESSLY ASSUMES THE RISK OF UNFORESEEABLE CHANGES IN ECONOMIC CIRCUMSTANCES AND/OR MARKET DEMAND/CONDITIONS AND WAIVES, TO THE GREATEST LEGAL EXTENT, ANY DEFENSE, CLAIM, OR CAUSE OF ACTION BASED IN WHOLE OR IN PART ON ECONOMIC NECESSITY, IMPRACTICABILITY, FRUSTRATION OF PURPOSE, CHANGED ECONOMIC CIRCUMSTANCES OR SIMILAR THEORIES.**

**OWNER AND CITY, AND EACH OF THEM, EXPRESSLY AGREES THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, EITHER OF THE OWNER SPECIFICALLY, OR OF THE CITY SPECIFICALLY, OR THE ECONOMY GENERALLY, OR CHANGES IN THE MARKET CONDITIONS OR DEMANDS, SHALL NOT OPERATE TO EXCUSE OR DELAY THE STRICT OBSERVANCE OF EACH AND EVERY OF THE OBLIGATIONS, COVENANTS, CONDITIONS AND REQUIREMENTS OF THIS COVENANT AGREEMENT. OWNER AND CITY, AND EACH OF THEM, EXPRESSLY ASSUMES THE RISK OF SUCH ADVERSE ECONOMIC OR MARKET CHANGES, WHETHER OR NOT FORESEEABLE AS OF OWNER'S EXECUTION OF THIS COVENANT AGREEMENT.**

OWNER'S INITIALS AK CITY'S INITIALS CC

**3.17 Attorneys' Fees.** In the event of the bringing of an arbitration, action or suit by a Party hereto against another Party hereunder by reason of any breach of any of the covenants or agreements or any intentional inaccuracies in any of the representations and warranties on the part of the other Party arising out of this Covenant Agreement or any other dispute between the Parties concerning this Covenant Agreement or the Property, then, in that event, the prevailing Party in



such action or dispute, whether by final judgment or arbitration award, shall be entitled to have and recover of and from the other Party all costs, expenses and disbursements of suit or claim, including actual attorneys' fees and expert witness' fees. Any judgment, order or award entered in any final judgment or award shall contain a specific provision providing for the recovery of costs, expenses and disbursements of suit or claim, including actual attorneys' fees and expert witness' fees (collectively, the "Costs") incurred in enforcing, perfecting and executing such judgment or award. For the purposes of this Section 3.17, "Costs" shall include, without implied limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (i) post judgment motions and appeals; (ii) contempt proceedings; (iii) garnishment; levy and debtor and third party examination; (iv) discovery; and (v) bankruptcy litigation. This Section 3.17 shall survive any termination of this Covenant Agreement.

**3.18 Amendments to This Covenant Agreement.** Any amendments to this Covenant Agreement must be in writing and signed by the appropriate authorities of both the City and Owner. The City Manager is authorized on behalf of the City to approve and execute minor amendments to this Covenant Agreement, including, but not limited to, the granting of extensions of time to Owner, not to exceed ninety (90) days in the aggregate.

**3.19 Jurisdiction and Venue.** Any legal action or proceeding concerning this Covenant Agreement shall be filed and prosecuted in the appropriate California state court in the County of Los Angeles, California. All Parties hereto irrevocably consents to the personal jurisdiction of that court. The City and Owner each hereby expressly waive the benefit of any provision of federal or state law or judicial decision providing for the filing, removal, or change of venue to any other court or jurisdiction, including, without implied limitation, federal district court, due to any diversity of citizenship between the City and Owner, due to the fact that the City is a party to such action or proceeding or due to the fact that a federal question or federal right is involved or alleged to be involved. Without limiting the generality of the foregoing, the City and Owner specifically waive any rights provided to it pursuant to California Code of Civil Procedure Section 394. Owner acknowledges that the provisions of this Section 3.19 are material consideration to the City for its entry into this Covenant Agreement, in that the City will avoid the potential cost, expense and inconvenience of litigating in a distant forum.

**3.20 Counterpart Originals; Integration.** This Covenant Agreement may be executed in duplicate originals (and electronic signatures are acceptable to both Parties), each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument. This Covenant Agreement and any exhibits represent the entire understanding of the Parties and supersedes all negotiations, letters of intent, memoranda of understanding or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

**3.21 No Waiver.** Failure to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

**3.22 Successors and Assigns.** The terms, covenants and conditions of this Covenant

Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns. Except as provided in this Section 3.22, Owner shall neither transfer nor convey Owner's interest in this Covenant Agreement, the Property or the Retail Store without the express written consent of the City, which shall not be unreasonably withheld, conditioned or delayed. In determining whether to approve of such a sale, transfer, conveyance or assignment of the Owner's interest in this Covenant Agreement, the Property or Retail Store, the City shall evaluate: (i) the financial ability of the proposed transferee to own and operate the Retail Store, or portion so transferred, and/or to meet the Owner's obligations under this Covenant Agreement; (ii) the fitness and experience of the proposed transferee and its managerial personnel to own and operate the Retail Store or portion so transferred thereof; and (iii) the ability of the proposed transferee to maintain a level of quality and service comparable to that maintained by the Owner for the Retail Store. Upon the permitted sale, transfer or conveyance by Owner of its interest therein, Owner shall thereupon be relieved of its obligations under this Covenant Agreement from and after the date of sale, transfer or conveyance except with respect to any defaults in the performance of its obligations hereunder which occurred prior to such sale, transfer or conveyance, and the transferee shall thereafter be solely responsible for the performance of all of the duties and obligations of Owner under this Covenant Agreement and shall be deemed to be the Owner from and after such date for purposes of this Covenant Agreement. Notwithstanding the foregoing, or anything else contained herein, the transfer or assignment of any or all of Owner's interest in this Covenant Agreement, the Property or the Retail Store by Owner to an Affiliate of Owner shall not be deemed an acquisition or transfer of Owner, and shall not require the written consent of the City provided that Owner provides prior written notice to the City of such transfer or assignment.

**3.23 No Third Party Beneficiaries.** The performance of the respective obligations of the City and Owner under this Covenant Agreement are not intended to benefit any party other than the City or Owner, except as expressly provided otherwise herein. No person or entity not a signatory to this Covenant Agreement shall have any rights or causes of action against any Party to this Covenant Agreement as a result of that Party's performance or non-performance under this Covenant Agreement, except as expressly provided otherwise herein.

**3.24 No Effect on Eminent Domain Authority.** Nothing in this Covenant Agreement shall be deemed to limit, modify, or abridge or affect in any manner whatsoever the City's eminent domain powers with respect to the Property, the Retail Store, or any other property owned or leased by Owner.

**3.25 Warranty Against Payment of Consideration for Covenant Agreement.** Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Covenant Agreement. Third parties, for the purposes of this Section 3.25, shall not include persons to whom fees are paid for professional services if rendered by attorneys, financial consultants, accountants, engineers, architects and the like when such fees are considered necessary by Owner.

**3.26 Severability.** The City and Owner declare that the provisions of this Covenant Agreement are severable. If it is determined by a court of competent jurisdiction that any term, condition or provision hereof is void, voidable, or unenforceable for any reason whatsoever, then

such term, condition or provision shall be severed from this Covenant Agreement and the remainder of the Covenant Agreement enforced in accordance with its terms.

**3.27 Further Acts and Releases.** The City and Owner each agree to take such additional acts and execute such other documents as may be reasonable and necessary in the performance of their obligations hereunder.

**3.28 Estoppels.** At the request of Owner or any holder of a mortgage or deed of trust secured by all or any portion of the Property, the City shall promptly execute and deliver to Owner or such holder a written statement of the City as to any of the following matters as to which Owner or such holder may inquire: (i) that no default or breach exists, or would exist with the passage of time, or giving of notice, or both, by Owner pursuant to this Covenant Agreement, if such be the case; (ii) the total amount of Covenant Payments made by the City to Owner pursuant to this Covenant Agreement prior to the date of such written statement; (iii) the amount of any Covenant Payments earned by or due and owing to Owner pursuant to this Covenant Agreement as of the date of such written statement; (iv) the Covenant Payments for a particular Computation Quarter, if known; (v) if the City has determined that Owner is in default or breach hereunder, the nature of such default and the action or actions required to be taken by Owner to cure such default or breach; and (vi) any other matter affecting the rights or obligations of Owner hereunder as to which Owner or such holder may reasonably inquire. The form of any estoppels letter shall be prepared by Owner or such holder at its sole cost and expense and shall be reasonably acceptable in form and content to the City and Owner. The City may make any of the representations described above based on the actual current knowledge of the then-current City Manager.

**3.29 Indemnity by Owner.** Owner shall defend (using counsel of City's choosing), indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against any and all third party claims, losses, proceedings, damages, causes of action, liability, cost and expense (including reasonable attorney's fees) arising from, in connection with or related to this Covenant Agreement or the functions or operations of the Retail Store (other than to the extent arising as a result of the City's negligence or willful misconduct). The City shall fully cooperate in the defense of any such actions and upon written request of Owner shall provide to Owner such documents and records in possession of the City that are relevant to such actions and not otherwise protected by law. Notwithstanding the foregoing, should any third party bring any such action or proceeding Owner shall have the right to terminate this Covenant Agreement, and as of such date of termination, all unaccrued liabilities of the parties under this Covenant Agreement shall cease except for Owner's obligation of indemnity owed to the City as provided in this Section 3.29. For purposes of clarification, should Owner exercise its termination right as provided in this Section 3.29, the same shall not be considered an Owner Default and the City shall have no claims against Owner for such termination.

**3.30 State of California Legislation Impact on Covenant Payment.** Owner acknowledges that the California legislature has in the past adopted certain legislation which diverted to the State of California a portion of the Sales Tax Revenues which were otherwise payable to the City. Owner acknowledges that it is possible that the legislature may enact similar legislation in the future which would cause a corresponding reduction of and/or delay in the payment of the Sales Tax Revenues and that such reduction will cause Owner a corresponding reduction and/or delay

in the payment of the Covenant Payments due to Owner during such time as such legislation is in effect. Furthermore, Owner acknowledges that it is possible that the legislation described above, or some variant thereof, may be enacted and effective during one or more subsequent times during the Eligibility Period and may materially and negatively impact the amount of Sales Tax Revenues and, accordingly, Covenant Payments. The City does not make any representation, warranty or commitment concerning the future actions of the California legislature with respect to the allocation of Sales Tax Revenues to the City. Owner agrees that it is undertaking its obligations under this Covenant Agreement after having considered, and is expressly assuming the risk of, the possibility of the enactment of such legislation.

The foregoing paragraph notwithstanding, City acknowledges that the California legislature may provide for the payment to City of other revenues for the purpose of offsetting any losses in Sales Tax Revenues resulting from the enactment of legislation of the type described in the immediately preceding paragraph. City agrees that, should the California legislature provide for such offsetting revenues, then for purposes of this Covenant Agreement and the computation of any Covenant Payments which may become due to Owner hereunder, City will act reasonably in considering on a Computation Quarter-to-Computation Quarter basis, any such offsetting revenues which are: (i) indexed to Sales Tax and offset the loss of Sales Tax Revenues to the City on a dollar for dollar basis; (ii) actually received by the City; and (iii) not subject to any restrictions on use beyond those which are otherwise generally applicable to sales tax revenues received by California municipalities, to be Sales Tax Revenues within the meaning of this Covenant Agreement. Notwithstanding anything herein to the contrary, to the extent City's receipt of Sales Tax Revenue is impaired or restricted in any way or otherwise eliminated for any reason, City shall not be obligated to make any Covenant Payments (or portion thereof) during the period within which City's receipt of Sales Tax Revenue is so restricted, impaired or eliminated.

Notwithstanding any other provision in this Covenant Agreement, Owner may terminate this Covenant Agreement, by thirty (30) days written notice, if the City's receipt of Sales Tax Revenue is impaired or restricted in any way or otherwise eliminated for any reason.

**[Signatures on the following two (2) pages]**



**CITY'S SIGNATURE PAGE  
TO THE  
FARADAY & FUTURE INC.  
OPERATING COVENANT AGREEMENT**

CITY OF GARDENA  
a California municipal corporation

By: Tasha Cerda

Tasha Cerda, Mayor

ATTEST:

By: Mina Semenza

Mina Semenza, City Clerk

APPROVED AS TO FORM:

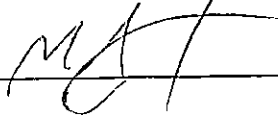
By: Peter L. Wallin

Peter L. Wallin, City Attorney

**OWNER'S SIGNATURE PAGE  
TO FARADAY&FUTURE INC. AND AFFILIATES  
OPERATING COVENANT AGREEMENT**

**FARADAY&FUTURE Inc. AND AFFILATES**

By:

A handwritten signature in black ink, appearing to be 'MA', is written over a horizontal line.

Michael Agosta, Vice-President Global Finance



April 29, 2020

Faraday & Future Inc.  
Attn: Legal  
18455 S. Figueroa Street  
Gardena, CA 90248

**SUBJECT: FIRST AMENDMENT TO OPERATING COVENANT  
AGREEMENT WITH FARADAY & FUTURE INC.**

To Whom It May Concern:

Enclosed is a copy of the fully executed First Amendment to Operating Covenant Agreement between Faraday & Future Inc. and the City of Gardena. Said Agreement was authorized and approved by the Gardena City Council in regular session on April 28, 2020.

Please call the Economic Development Manager, Spencer Dela Cruz, at (310) 217-9533 if you have any questions.

Sincerely,

*Becky Romero*

Becky Romero, CMC  
Deputy City Clerk

Enclosure

/kr

cc: City Manager  
Economic Development Manager



FIRST AMENDMENT TO OPERATING COVENANT AGREEMENT  
BETWEEN THE CITY OF GARDENA AND FARADAY & FUTURE INC. AND AFFILIATES

WHEREAS, the City of Gardena ("City") and Faraday & Future Inc. and Affiliates ("Owner") are parties to an Operating Covenant Agreement dated November 16, 2018 ("Agreement");

WHEREAS, Owner has failed to reach certain milestones set forth in the Agreement, to wit, establishing a sales office in the City and commencing sales therefrom, but believes that it will achieve those milestones by the year 2021;

WHEREAS, City has not received anticipated revenue as a result of the failure of Owner to reach those milestones;

WHEREAS, City and Owner wish to amend the Agreement to provide Owner additional time to open a sales office in the City and to commence sales there from; and

WHEREAS, City and Owner wish to amend the Agreement to compensate City for its unrealized anticipated sales tax revenue.

NOW, THEREFORE, City and Owner agree as follows:

1. Section 3.5.7 of the Agreement is amended to read as follows:

3.5.7. Termination. City may terminate this Covenant Agreement if Owner has not established a sales office in Gardena and generated at least \$20,000 of sales tax allocable to the City by December 31, 2021.

2. Section 3.5.1 bis is added to the Agreement to read as follows:


3.5.1 bis. Covenant Payment Credit. To compensate City for unrealized anticipated revenue attributable to Owner's failure to commence sales operations in the City on a timely basis, City shall receive a credit in the amount of Ninety Five Thousand Dollars (\$95,000.00) against Covenant Payments payable to Owner, said credit to be applied against Covenant Payments first coming due and payable under the Agreement.

3. Except as amended herein, the Agreement remains in full force and effect.



CITY'S SIGNATURE PAGE  
TO THE  
FARADAY & FUTURE INC.  
OPERATING COVENANT AGREEMENT


CITY OF GARDENA  
a California municipal corporation

By: 

Clint Osorio, City Manager  
Date: April 28, 2020

ATTEST:

By: 

 Mina Semenza, City Clerk

APPROVED AS TO FORM:

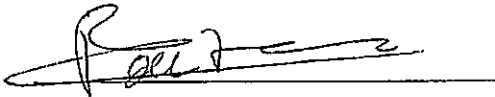
By: 

Carmen Vasquez, City Attorney

OWNER'S SIGNATURE PAGE  
TO THE  
FARADAY & FUTURE INC.  
OPERATING COVENANT AGREEMENT

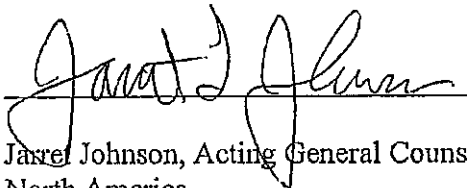
FARADAY & FUTURE INC.  
a California corporation

By:

A handwritten signature in dark ink, appearing to read "Pascal Coustar", written over a horizontal line.

Pascal Coustar, VP, Accounting,  
North America

By:

A handwritten signature in dark ink, appearing to read "Jarrel Johnson", written over a horizontal line.

Jarrel Johnson, Acting General Counsel,  
North America