

**CITY OF GARDENA
PLANNING AND ENVIRONMENTAL QUALITY COMMISSION**

**STAFF REPORT
RESOLUTION NO. PC 4-21
EA #1-20; GPA #1-20; SP #1-20; ZC #1-20; ZCA #3-20;
DA#1-20; LLA #1-20; SPR #1-20
APN: 4060-004-039**

AGENDA ITEM # 5.B

DATE: April 6, 2021

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

FROM: Gregg McClain, Interim Community Development Director

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

APPLICANT: Din/Cal 4, Inc.

LOCATION: 12850-12900 Crenshaw Boulevard

REQUEST: The applicant requests the following entitlements for the development of a 265-dwelling unit apartment building on a 1.33-acre site, with a 2,500-square-foot dynamic, digital display on the north side of the building:

- 1) General Plan Amendment (GPA #1-20) to change the land use designation from General Commercial to Specific Plan and amend the Land Use Plan text;
- 2) Specific Plan (SP #1-20) to adopt the Gardena Transit Oriented Development Specific Plan (GTODSP);
- 3) Zone Change (ZC #1-20) to change the zoning from C-3 (General Commercial) to GTODSP;
- 4) Zoning Code Amendment (ZCA #3-20) to amend the Gardena Municipal Code by adding a new land use category of GTODSP and amending the text to allow for digital signage;
- 5) Development Agreement (DA #1-20) to provide the developer with vested rights to build over a 5-year period, with the possibility of extensions, in return for community benefits;
- 6) Site Plan Review (SPR #1-20) to develop the 265-unit apartment building as shown on the plans within the Specific Plan; and

- 7) Lot Line Adjustment (LLA #1-20) to combine four legal lots into one single lot.

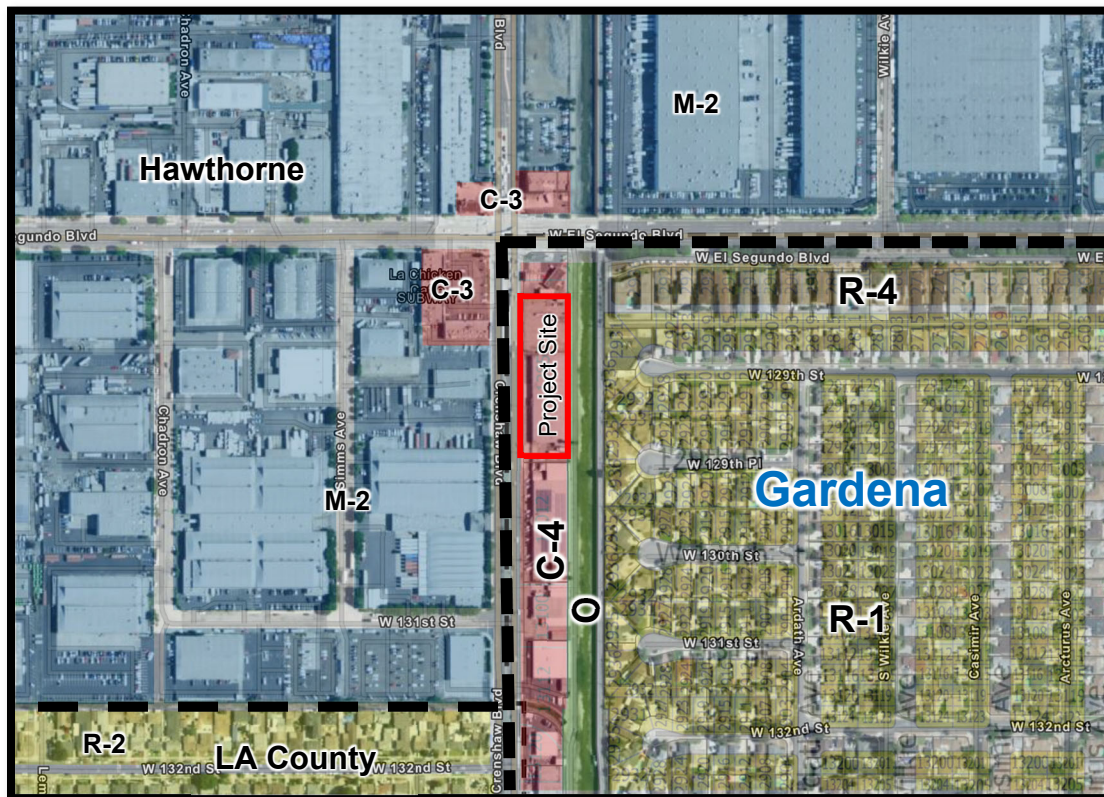
Approval of these items requires certification of an Environmental Impact Report (EA # 1-20), adoption of a Mitigation Monitoring and Reporting Plan, CEQA Findings, and a Statement of Overriding Considerations.

PROJECT DESCRIPTION

Location Map



Zoning and setting



The project site is part of a larger regional industrial, engineering, commercial, and employment area that generally extends north to south from I-105 to Rosecrans Avenue and east to west from Van Ness Avenue to Prairie Avenue. The site is fully developed with one late 1950s, one-story, 24,990-square-foot warehouse building used to store vintage cars and auto parts. The site is a blighted property that is under significant deterioration and disrepair. Additionally, the structure does not conform to current zoning in that it is an industrial building in a commercial zone.

The Los Angeles County Metro Rail Crenshaw Station is located approximately 0.6 miles north of the project site on Crenshaw Boulevard in the city of Hawthorne. In addition, three major freeways are conveniently accessible to the project: I-105 to the north, I-110 to the east, and I-405 to the southwest.

Proposed Development Project

The project is located on a 58,144 square foot parcel that includes up to 247,112 square feet of floor area with a floor area ratio (FAR) of 4.25:1.

Residential Component

The development project includes the demolition of an existing single-story building which will be replaced with an eight-story residential building with up to 265 dwelling units, although only 262 dwelling units are proposed. The maximum density will be just under 200 units per acre. The building will be eight stories with a maximum height of 100 feet, as measured from the finished floor to the highest point on the roof. The building will include five and one-half residential floors over two and one-half parking floors, with the third level being half-residential and half-parking. The developer will provide unbundled on-site parking at one space per unit and secured bicycle parking for the residents.

The proposed building design will incorporate a modern architectural style and scale that is compatible with the intended use. The building will have various horizontal and vertical articulations to create visual interest, and a mix of building colors and materials will be used for variation. Street trees and onsite landscaping will add interest at the pedestrian level.

The overhead power lines in front of the project site on the east side of Crenshaw Boulevard will be undergrounded. Additional features of the Project are discussed in the Site Plan Review section below.





The project is a transit-oriented development that will place urban residential uses near public transit. The site is located within walking distance of the Crenshaw Station, numerous local and regional bus lines, and neighborhood-serving commercial uses, providing residents with a reduced dependence on the personal automobile. In order to reduce such dependency, one secure bicycle parking space will be provided for each unit, a designated loading area will be available for ride-sharing pick-up and drop-off, and parking spaces are to be unbundled from the units—meaning that residents must separately rent parking spaces. The unbundling of automobile and bicycle parking were specific recommendations from CalTrans in order to shift individuals from private vehicles to public and active transportation. There is also co-working space on-site which will allow residents to work on-site rather than commute to an office.

The project is expected to draw residents from nearby businesses such as Space X, and the Transportation Demand Management Plan requires an exclusive pre-leasing period targeted for employees who work within one half-mile of the site. The project will also help to address the regional jobs-housing imbalance, support the local economy by creating new, high-quality, multi-family housing options in northwest Gardena near significant employment centers in the technology and creative industries.

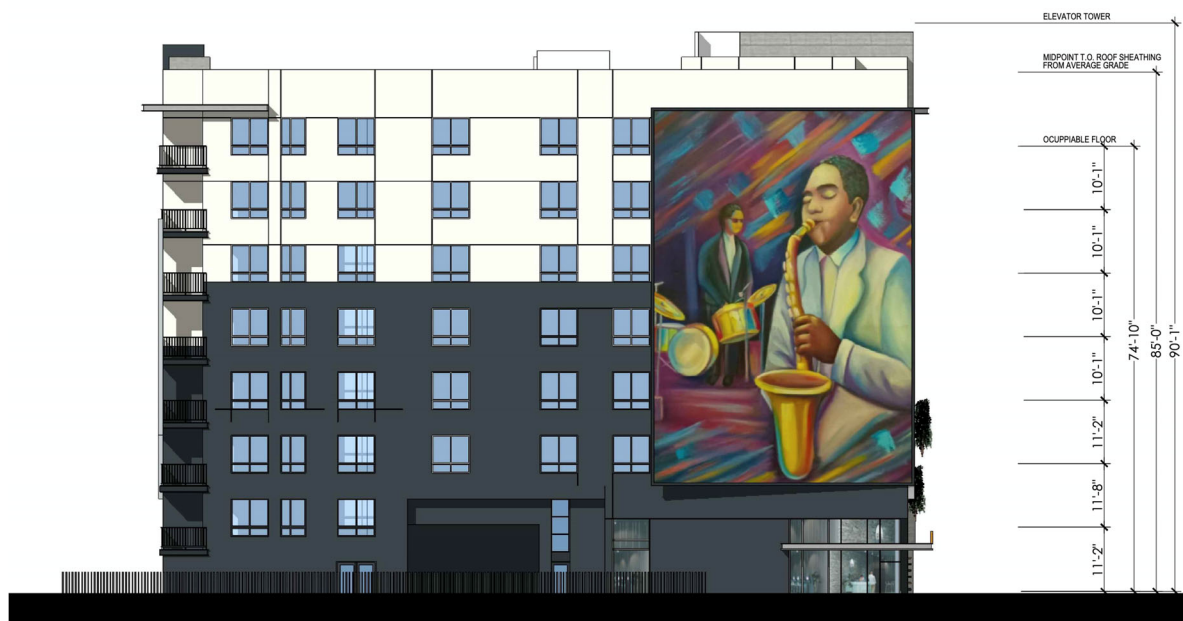
Residents will have access to various elevated courtyards and grade-level open space amenities. A minimum of 8,500 square feet of onsite common open space will be provided. This includes:

- Dog park
- Swimming pool and upper-level courtyards
- Fitness room
- Club house
- Co-working space



Digital Display

The development also includes a single digital billboard on the north side of the building which will have a dynamic display. The display will be approximately 42 feet by 60 feet and will not exceed 2,500 square feet in total. It will be illuminated between the hours of 6:00 a.m. to 2:00 a.m. The display was analyzed in the EIR under the aesthetics section which concluded that there would not be any significant aesthetic impacts from the digital display as designed.



NORTH ELEVATION

As safety was not an issue under the EIR, an analysis was prepared by Fehr & Peers on behalf of the developer relating to the potential effects on distracted driving when reading the display. The Fehr & Peers memorandum indicates that: based on the evidence, it is not possible to conclude that there is a direct relationship between driving behavior changes attributed to roadside advertising and subsequent road crashes; the results remain inconclusive; roadside advertising, may increase crash risk; the empirical studies that have been done feature strong methodological limitations; and there is a need for further research to ensure recent technological advancements are addressed. The Fehr & Peers memo specifically noted that the impact of installing a dynamic sign in an urban location such as the proposed Project is much different than a sign in a rural context or highway. In conclusion the Fehr & Peers memo states that the design and operational characteristics of the sign were identified to minimize driver distraction and the potential for traffic safety hazards and will be operated to reduce potential for traffic safety hazards. (Attachment B.) All recommendations in the Fehr & Peers report are incorporated into the Specific Plan development regulations.

GENERAL PLAN CONSISTENCY

The project is consistent with General Plan goals and policies from: Community Development Element—Land Use Plan, Economic Development Plan, Community Design Plan, and Circulation Plan; Community Resources Element—Conservation Plan; Community Safety Element—Public Safety Plan and Noise Plan; and the Housing Element. The consistency analysis is set forth in great detail in Section 4.9 of the EIR.

Since the applications were filed, SCAG finalized the Regional Housing Needs Assessment (RHNA) for the 6th Cycle Housing Element. The City of Gardena's final housing allocation is 5,735 units distributed among the various income categories as follows: Very Low—1,485; Low—761; Moderate—894; and Above Moderate—2,595. This project will satisfy approximately 10 percent of the City's Above Moderate housing need in one location.

PROJECT ENTITLEMENTS

The project site is in the C-3 (General Commercial) zoning district. The C-3 zoning district does not permit residential uses, permits a maximum FAR of 0.5:1, and permits a maximum building height of two and one-half stories. By comparison, the GTODSP zoning permits residential density of 200 dwelling units per acre, a maximum FAR of 4.25:1, and building heights of up to eight stories and 100 feet.

This section provides a review of the various entitlements, the following section provides an overview of the various entitlement and CEQA documents required. The Planning Commission will be making a recommendation to the City Council on all approvals with the exception of the Lot Line Adjustment, which is an administrative action subject to the Community Development Director's approval.

Environmental Impact Report

An EIR is generally prepared for projects where there is a fair argument that there may be a significant impact on the environment, and the impacts may not be mitigated below a level of significance. EIRs are generally used for larger and more complex projects.

The EIR process starts with the preparation of an Initial Study and then a Notice of Preparation during which there is a 30-day review period for people and public agencies to comment on what should be studied in the document. There is also a public scoping meeting during this time. The Notice of Preparation public review period for this project ran from August 20 through September 18, 2020. There was a virtual scoping meeting on September 2, 2020, with only two people from the public in attendance.

A Draft EIR (DEIR) covers the same topics as a Mitigated Negative Declaration (MND), but with additional required sections such as a discussion of alternatives and growth inducing impacts. As with an MND, mitigation measures are included in a DEIR to reduce or eliminate significant impacts. Once the DEIR is completed, a Notice of Availability is prepared and the DEIR is circulated for a 30 or 45-day public review period. The public review period for the GTODSP DEIR was from January 15 until March 1, 2021. The DEIR is included in Exhibit A to Exhibit 1.

The DEIR identified several topic areas where there was a possibility of a significant impact from the project and identified mitigation measures to reduce those impacts as well. The topic areas are: cultural and tribal resources; geology, soils, and paleontological resources; hazardous materials and waste; and transportation. The mitigation measures that will alleviate these impacts are listed in the Mitigation Monitoring and Reporting Program (MMRP) which is attached as Exhibit C to Exhibit 1. The DEIR also identified one impact which could not be mitigated below a level of significance, construction noise. While construction noise is exempt from the City's noise standards, it was identified as a significant impact out of an abundance of caution.

A DEIR is required to include an examination of reasonable alternatives, include the "No Project" alternative, i.e., what happens if the Project is not approved. The alternatives are supposed to meet the project objectives. The DEIR analyzed the following alternatives: No Project/No Construction—which leaves the property as is; No Project/Existing Land Use Designation—which allows construction under the General Commercial land use and zoning; No Digital Sign—which would develop the project exactly as proposed with the exception of the digital display; and Reduced Density—to construct 97 fewer dwelling units. Of these alternatives, the DEIR is required to identify the environmentally superior project. In this case, the No Project/No Construction alternative is the environmentally superior project. However, this alternative, like the other No Project alternative, would not achieve any of the goals of the Project. In accordance with the requirements of CEQA, the DEIR identified the Reduced Density alternative as the environmentally superior alternative among the two remaining alternatives. However, neither of the other alternatives would eliminate the only significant and unmitigable impact, which is

construction noise. The only alternative which would eliminate the construction noise impact was considered infeasible because it would render the site nearly undevelopable in order to provide sufficient distance from residences to mitigate the construction noise.

Once the public review period has closed, a Final EIR (FEIR) is prepared. The FEIR is required to include, among other things, all written comments received on the DEIR, responses to comments, and revisions necessitated due to the comments. No comments from the public were received on the DEIR and there were only three comment letters from public agencies, none of which commented on the substantive provisions of the DEIR. The Final EIR is attached as Exhibit B to Exhibit 1.

When an EIR identifies significant impacts, there are findings that the public agency must make in order to approve the Project, and these findings must be supported by substantial evidence. These findings are: changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant effects; the changes or alterations are within the responsibility and jurisdiction of another public agency; or specific economic, legal, social, technological, or other considerations make mitigation measures or project alternatives feasible. In addition to the mitigation measures discussed throughout the EIR and included in the MMRP, the project also included design features which reduced all significant impacts with the exception of construction noise. As explained above, there is no way to eliminate the noise impact without making the project of such a small size that it becomes economically infeasible to build.

When a project has a significant impact which cannot be mitigated, the decision-making body is required to balance the economic, legal, social, technological, or other benefits of a project against the unavoidable impacts in determining whether to approve the project. This is accomplished by the adoption of a Statement of Overriding Considerations. In the present case, the project has a number of benefits, including: increased property and utility user taxes; a one-time residential impact fee of \$265,000 to the City; satisfaction of approximately 10 percent of the City's above-moderate housing allocation for the 2021-2029 Housing Cycle; a development agreement that includes revenue sharing related to the digital sign display time to advertise community events and spotlight businesses; and a commitment to hire and buy locally for construction. It is also hoped that this Project will serve as a catalyst to stimulate other development in the area.

Legislative Approvals – General Plan Amendment, Specific Plan, Zone Change, Zoning Code Amendment

Legislative approvals are at the discretion of the City Council, with recommendation from the Planning Commission. Such changes should be approved when it is in the public interest and represents good planning practices. In order to develop the project, the following legislative approvals are required:

- General Plan Amendment to the Land Use Plan—to change the land use designation from Commercial to Specific Plan and to amend the text of the Land Use Plan primarily relating to specific plans.
- Specific Plan—to adopt the Gardena Transit Oriented Development Specific Plan which will act as the zoning for the property.
- Zone Change—to change the zoning of the property from General Commercial (C-3) to Gardena Transit Oriented Development Specific Plan (GTODSP).
- Zoning Code Amendment—to amend the Gardena Municipal Code to add the GTODSP and a previously approved specific plan to the zoning designations and amend the Code to allow digital displays when approved by a Development Agreement and allowed in the zone.

Legislative Approval—Development Agreement

In the normal course of project approvals, a City may not place conditions on projects or demand exactions unless there is a reasonable nexus between the condition and the impact created by the project. Additionally, until a developer obtains vested rights, a City may always change the zoning and other requirements related to entitlements. For example, an applicant could obtain a CUP for a car wash in the commercial zone and before he starts building, the City could change the zoning to residential. However, once a developer starts spending money to construct the project, he obtains a vested right. Once the rights are vested, the City cannot impose new conditions or fees.

A Development Agreement is a contract between the City and a Developer. Under a Development Agreement, a developer gets an “early” vested right that protects his ability to develop. In exchange, the City usually gets benefits it would not otherwise be able to obtain.

In the GTODSP, the City is getting several benefits that it would not otherwise get—in return for providing a (proposed) 5-year time frame, with the possibility of two 2-year extensions, in which the developer may implement the project, the City is getting the following benefits which would not otherwise occur:

- A share of the revenue received from the digital display for a 30-year period; the Development Agreement provides for a minimum of \$75,000 per year or 25% of all Net Profits, whichever is greater.
- Community programming time for City business, arts, and community related non-commercial programming.
- A local hiring and local buying program—see Exhibit D to the Development Agreement (Exhibit D to Exhibit 3).

Site Plan Review

Normally the Planning Commission approves the site plan, subject only to a call for review or an appeal to the City Council. However, in this case the Specific Plan and its regulations have been tailored around the specific site plan that is being proposed and the site plan is embedded within the Specific Plan. Therefore, the City Council will approve the site plan along with the Specific Plan. The Los Angeles County Fire Department approved 26-foot fire lanes shown on the north and south side of the development. The table below summarizes the development standards proposed in the Specific Plan. Development standards not covered by the Specific Plan will be regulated by the Gardena Municipal Code.

STANDARD	REQUIREMENT
Minimum Lot Area	1.33 acres
Density/Capacity	200 units/acre, up to 265 units
Building Height	8 stories and 100 feet
Floor Area Ratio	4.25:1
Dwelling Unit Size	Studio: 400 SF 1 Bedroom: 550 SF 2+ Bedrooms: 850 SF + 150 SF for each additional bedroom
Setbacks	Front: None Side: 10 feet Rear: None
Encroachments	Canopy or awning: 5 feet Planter boxes: 5 feet Outdoor seating: 5 feet
Minimum Open Space	8,500 SF common 250 SF ground-level planter
Parking	267 spaces; up to 50% compact
Parking Dimensions	Compact: 9' x 16' Standard: 9' x 18'
Drive Aisle	24 feet
Bicycle Parking	1 per unit

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

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

The property is 1.33 acres and 125 feet deep by 464.3 feet wide. It is fairly flat and suitable for development with adoption of the Specific Plan.

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

The proposed building covers approximate 71 percent of the property with an eight-story building. Access into the parking garage is via a driveway from Crenshaw Boulevard near the center of the property. A fire lane is provided via driveways on the north and south portions of the property which continues behind the building along the Dominguez Channel to the east. The building includes five and one-half levels of residential floors over two and one-half levels of parking.

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

The building includes a maximum of eight stories with a maximum height of up to 100 feet, as measured from the finished floor to the highest point on the roof. Adequate setbacks are provided in the sides and rear due to the fire lane proposed around the building. Although there is no required front yard setback, approximately 250 square feet of planters will be provided along the street. The building design incorporates an architectural style and scale that is compatible with the intended use. Architectural details will include features that contribute to the aesthetic ambience of the immediate area.

4. *The distance between buildings or structures;*

The proposed building is the only structure being proposed on the subject property. The closest adjacent structures are a car wash building to the north and an industrial building to the south. Due to the fire lane along the sides and rear perimeters, no building will be closer than 26 feet to the building. The residential properties to the east are 100 feet away across the Dominguez Channel.

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

The project includes 262 dwelling units and a total of 267 parking spaces. Two of the spaces will be designated for leasing, mail, and shared ride services. The building will include two and one-half levels of parking. The project also includes secured bicycle parking spaces for residents at a ratio of one space per unit. Due to the site's proximity to the Green Line Crenshaw Station 0.6 miles to the north, the project is considered a transit-oriented development; retail and transit uses are in close proximity. The number of disabled and electric vehicle charging spaces are set by the Building Code.

The site plan shows 50% of the parking spaces for compact vehicles with dimensions of 9 feet wide by 16 feet deep. The width is six inches wider than Gardena's minimum compact space and one foot shorter. However, as previously noted, when the City Council discussed a revision to parking standards last year, no other jurisdiction in the surrounding area requires a 17-foot long compact space. Almost every other City requires only 15 feet for compact spaces.

LLG Engineers provided a parking study for the Project. (Attachment C.) The Study discusses the Transportation Demand Management (TDM) Program that was developed to reduce single-occupant vehicle travel and take advantage of the project site's proximity to employment, transit, and bicycle and pedestrian facilities. The Study also examines parking ratios at other transit-oriented development projects, discusses the need to reduce the parking aisle width, and reduce the size of the parking spaces. In addition to the study by LLG, the applicant provided an additional parking analysis prepared by Richard Willson, professor in urban and regional planning at Cal Poly Pomona, who specializes in transportation planning and parking. (Professor Willson's Bio is found at Attachment D.) This analysis also supports that the development contains sufficient parking. (Attachment E.)

Both CalTrans and Los Angeles County Metropolitan Transportation Authority submitted letters supporting the reduction or removal of minimum parking requirements.

6. *The internal vehicular patterns and pedestrian safety features;*

Internal vehicular patterns and pedestrian safety features are designed to be safe and secure. Access to the parking garage is via a driveway on Crenshaw Boulevard in the middle of the project site. A public sidewalk abutting the site along Crenshaw Boulevard will allow pedestrians to walk safely. Street lighting and curb and gutters will be provided along the sidewalk.

The internal drive aisles in the parking structure are proposed to be 24 feet. As the Fire Department will have access from fire lanes on the north and south side of the developments, as well as from Crenshaw Boulevard, wider aisles are not needed for fire access. As mentioned above, the LLG Parking Study also justifies the use of a narrower aisle.

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

The project includes 8,500 square feet of common open space and 250 square feet of planter areas along Crenshaw Boulevard. Common open space includes a dog park, swimming pool, upper-level courtyards, fitness room, club house, and co-working space.

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

Lighting for vehicles and pedestrians will be located in appropriate areas where they do not create a significant light and glare impact. Perimeter light poles will be 12 feet high to illuminate drive aisles and the dog park. Pendant lights and festival lighting will be provided in the courtyard areas for the safety of residents. A 2,500-square-foot dynamic, digital display is proposed on the north side of the building which will automatically adjust to lighting conditions based on the time of day and ambient lighting. Additional development standards for the digital display are incorporated into the Specific Plan.

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

The top of the proposed digital display is approximately 80 feet high. As this is a residential apartment building, signage will be minimal and limited to identification, directional, and safety signs. All signage will be reviewed by the City prior to issuance of a permit.

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

All walls and fences in a front yard setback will comply with the requirements of Gardena Municipal Code Section 18.42.070 A.2. All walls or fences in the side and rear yard setbacks will not exceed ten feet in height and will be constructed of solid decorative concrete masonry or open wrought iron. A ten-foot-high solid decorative concrete masonry wall is required along the southern property line to buffer from existing industrial uses, and may also be provided along the northern property line.

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

Refuse and storage areas will all be interior to the building and properly screened. Roof equipment will be screened by a parapet along the perimeter of the building. Two staircases will be provided on the roof which are not expected to be visible from street level. These staircases will be painted to match the building. All pipes, vents, and other equipment are required to be incorporated into the building design or painted to match the building.

12. *[Repealed]*

13. *Such other information which the community development director or commission may require to make the necessary findings that the provisions of this code are being complied with.*

The Specific Plan essentially becomes the zoning and development standards for the project site. Since the Specific Plan was written to incorporate the project's

design features, the project will be consistent with the zoning and development standards once the Specific Plan is approved.

Lot Line Adjustment

The project site is currently made of four legal lots which need to be combined into one. Under the Gardena Municipal Code, lot line adjustments are acted upon by the Director of Community Development. The project will be conditioned to obtain a lot line adjustment.

ECONOMIC IMPACT

The Project is projected to have an overall positive economic impact for the City, including the following:

- One-time residential impact fee of \$265,000
- Construction related fees for business license, fees, and permits of approximately \$1,250,000
- Yearly property tax of approximately \$110,000—current property taxes are estimated at less than \$4,000 per year
- Yearly business license fee of approximately \$2,660—current yearly business license fee is \$125
- Increased yearly Utility User's Tax of approximately \$15,000
- An agreement to buy locally for construction related items which will increase the City's sales tax revenues
- An agreement to implement a Local Hiring Policy
- Hiring of approximately 400 full- and part-time workers which will create an indirect economic benefit from workers spending money in the City
- Undetermined economic benefit from spending of new residents in the City
- Minimum revenue of \$75,000 per year for the digital display for 30 years

Additionally, this project will serve as a catalyst for other economic development in the area, including other transit-oriented development and high-density residential projects.

Although not an economic impact, under the Development Agreement the City will be granted community programming time of 8 percent of the total display time and 50 percent of uncommitted display time on a monthly basis. This time will be used for City business, arts, and community related non-commercial programming.

RECOMMENDATION

Staff recommends the Planning Commission adopt a resolution recommending the City Council approve this project for several important reasons as described below.

Housing Needs

California is experiencing a housing shortage that is impacting everyone in one way or another. The project will supply about 10% of the City's share of above moderate income RHNA units, which is certainly significant and helpful. Pushing high-density housing projects into areas of low-performing commercial and industrial properties helps avoid disruption to the existing residential community.

Economic argument in favor of this project

The historic pattern of development in Gardena resulted in a little over half of the land built with single-family houses and duplexes. Higher density residential is restricted to less than 10% of the buildable land. While not unusual, it hurts Gardena's economic development efforts. National brands looking to site new retail, service, or hospitality facilities are looking for the right combination of desirable factors to suit their demographic targets. Among the things they often look for are the number of households within certain distances of a site as a gauge of the potential customer base. All other factors being equal, a location with more households nearby will be favored over a location dominated by single-family houses and duplexes. Additional developments like this application over the next eight to ten years will help address the low household count that is contributing to making economic development more difficult than it should be in Gardena. Additionally, having more households in Gardena adds economic stimulus to the local economy when new residents spend and pay taxes.

Environmental argument in favor of this project

When employees work in Gardena and surrounding jobs-rich cities but live to the north or east where housing is relatively affordable, they contribute to pollution and congestion by commuting to work. That degrades the quality of life for residents of Gardena. Having 262 new households in this project represents potentially over 200 significantly shorter commutes to, or passing through, Gardena twice per day. Many of these commutes will be practically eliminated.

Social argument in favor of this project

Many young adults growing up here cannot find affordable housing in Gardena to set down roots to establish their independence or to start their own families. Although this is part of a nationwide trend, the high cost of land in this area makes it even worse here. The most obvious manifestation of this is grown children living with their parents well into adulthood. This development is offering 262 units, of which 85% are one-bedroom and studio units. Although these will be offered at market rate, many of the renters will likely be current residents of Gardena, so the addition of these units into the real estate market should have a positive cascading effect in the rental marketplace. As renters move from older or less conveniently located buildings to the new building, they free up their current

units. This causes a cascading effect that ends with units that are affordable to low income residents entering the rental market, which is a good outcome.

Special considerations in favor of this project

This project is in the far northwest corner of the City and is ideally located to have the minimum negative impact on the low-density residential neighbors nearest its location. This project is buffered from the nearest low-density residential neighborhoods by the Dominguez Channel. The nearest point of entry to the neighborhood is Purche Avenue at El Segundo Boulevard, more than half a mile away. There is also no benefit to drivers using neighborhood streets as a shortcut, so traffic impacts to the neighborhood should be none. Noise is another potential issue. The open space areas where noise is most likely to be generated are located on the west side of the building, away from Gardena homes. As far as visual or aesthetic impacts, this project will be among the highest quality residential projects to be constructed in Gardena. Attention to the back and south side of the building facing Gardena neighborhoods was not overlooked.

Not every residential development will be as well sited as this one to have the least negative impacts on the rest of the City while contributing in positive ways as explained above. Not every residential development will make such a large dent in the City's RHNA allocation as this one does. Typically, the plusses and minuses are more evenly balanced.

Therefore, staff recommends the Planning Commission adopt Resolution No. PC 4-21 which recommends that the City Council take the following actions:

- 1) Certify the Environmental Impact Report (EA #1-20) and adopt a Mitigation Monitoring and Reporting Program, Findings Relating to Alternatives and Mitigation Measures, and a Statement of Overriding Considerations for purposes of the Project
- 2) Approve the General Plan Amendment to change the land use designation from General Commercial to Specific Plan and amend the Land Use Plan text (GPA #1-20)
- 3) Approve the GTODSP (SP #1-20)
- 4) Approve the Zone Change (ZC #1-20) to change the zoning from C-3 (General Commercial) to GTODSP
- 5) Approve the Zoning Code Amendment (ZCA #3-20) to amend the Gardena Municipal Code by adding a new land use category of GTODSP and amending the text to allow for digital signage
- 6) Approve the Development Agreement (DA #1-20) to provide the developer with vested rights to build over a 5-year period, with the possibility of extensions, in return for community benefits

- 7) Approve the Site Plan Review (SPR #1-20) to develop the 265-unit apartment building as shown on the plans within the Specific Plan

ATTACHMENTS

A – Planning Commission Resolution Making Recommendations to the City Council

- Exhibit 1 – City Council CEQA Resolution
 - Exhibit A – Draft EIR
 - Exhibit B – Final EIR
 - Exhibit C – Mitigation Monitoring and Reporting Program
- Exhibit 2 – City Council General Plan Amendment Resolution
 - Exhibit A – Land Use Plan Map Change
 - Exhibit B – Updated Land Use Plan
- Exhibit 3 – City Council Ordinance Adopting the Specific Plan, Changing the Zoning, Approving the Zoning Code Amendment, and Approving the Development Agreement
 - Exhibit A – Specific Plan
 - Exhibit B – Conditions of Approval
 - Exhibit C – Zone Change Map
 - Exhibit D – Development Agreement

B – Fehr & Peers Memorandum dated 12/15/20 regarding distracted driving

C – LLG Parking Memorandum

D – Professor Willson's Bio

E – Parking Analysis by Professor Willson

Attachment A

RESOLUTION NO. PC 4-21

A RESOLUTION OF THE PLANNING AND ENVIRONMENTAL QUALITY COMMISSION OF THE CITY OF GARDENA, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL CERTIFY AN ENVIRONMENTAL IMPACT REPORT, ADOPT A MITIGATION MONITORING AND REPORTING PROGRAM, MAKE CEQA FINDINGS AND ADOPT A STATEMENT OF OVERRIDING CONSIDERATION, AND APPROVE A GENERAL PLAN AMENDMENT, SPECIFIC PLAN, ZONE CHANGE, ZONING CODE AMENDMENT, DEVELOPMENT AGREEMENT, AND SITE PLAN REVIEW, ALL RELATED TO THE DEVELOPMENT OF A 265-UNIT RESIDENTIAL APARTMENT PROJECT ON A 1.33-ACRE PARCEL AT 13850-13900 S. CRENSHAW AVENUE

**(EA #1-20; GPA #1-20; SP #1-20; ZC #1-20;
ZCA #3-20; DA # 1-20; LLA #1-20; SPR #1-20)
(APNS: 4060-004-039)**

WHEREAS, on January 21, 2020, Din/Cal 4, Inc., filed an application for a General Plan Amendment to the Land Use Plan (the “General Plan Amendment”), Specific Plan, Zone Change, Zoning Code Amendment, Site Plan Review and lot merger to develop an apartment building with up to 265 units on 1.33 acres located at 12850 – 12900 Crenshaw Boulevard (the “Property”);

WHEREAS, it was subsequently determined that the Project would also include a Development Agreement, and that the lot merger should be a lot line adjustment;

WHEREAS, the General Plan Amendment, Specific Plan, Zone Change, Zoning Code Amendment, Development Agreement, Site Plan Review, and Lot Line Adjustment are collectively referred to as the Project; and

WHEREAS, on April 6, 2021, the Planning Commission of the City of Gardena held a duly, noticed public hearing on the environmental impact report (“EIR”) and the Project at which time it considered all evidence presented, both written and oral;

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

SECTION 1. PLANNING COMMISSION RECOMMENDATIONS.

Based on the information and findings contained in the exhibits attached hereto, which are incorporated herein by reference, the Planning Commission makes the following recommendations:

A. The City Council should adopt the Resolution attached hereto as Exhibit A, certifying an Environmental Impact Report, adopting a Mitigation Monitoring and Reporting Program, adopting a Statement of Overriding Considerations, and making CEQA findings relating to the adoption of the Gardena Transit Oriented Development Specific Plan and related entitlements for the 1.33-acre property located at 12850 – 12900 Crenshaw Boulevard. In making this recommendation the Planning Commission used its independent judgement.

B. The City Council should adopt the Resolution attached hereto as Exhibit B, changing the Land Use designation of the 1.33-acre property from Commercial to Specific Plan and makes text changes to the Land Use Plan as shown on the exhibits to said Resolution.

C. The City Council should adopt the Ordinance attached hereto as Exhibit C which: amends the Zoning Code to add a new zone of Gardena Transit Oriented Development Specific Plan and makes changes relating to digital billboards; approves the Gardena Transit Oriented Development Specific Plan, including the Site Plan which is a part of the Specific Plan; changes the zoning of the 1.33-acre property from General Commercial to Gardena Transit Oriented Development Specific Plan; and approves a Development Agreement.

SECTION 2. RECORD.

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

SECTION 3. CUSTODIAN OF RECORD.

The Custodian of Record for the proceedings relating to the Project, including the MND and MMRP, is Gregg McClain, Interim Community Development Director, City of Gardena, 1700 W. 162nd Street, Gardena, California 90247. Mr. McClain's email is gmcclain@cityofgardena.org and his phone number is (310) 217-9530.

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect immediately.

SECTION 5. CERTIFICATION.

The Secretary shall certify the passage of this resolution.

PASSED, APPROVED, AND ADOPTED this 6th day of April 2021.

BRENDA JACKSON, CHAIR
PLANNING AND ENVIRONMENTAL
QUALITY COMMISSION

ATTEST:

GREGG MCCLAIN, SECRETARY
PLANNING AND ENVIRONMENTAL QUALITY COMMISSION
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF GARDENA

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

1. That a copy of this Resolution and the attachments will be sent to the applicant and to the City Council as a report of the findings and action of the Planning and Environmental Quality Commission; and
2. That the foregoing Resolution was duly adopted by the Planning and Environmental Quality Commission of the City of Gardena at a regular meeting thereof, held the 6th day of April 2021, by the following vote of the Planning and Environmental Quality Commission:

AYES:

NOES:

ABSENT:

Attachments:

- Exhibit 1 – City Council CEQA Resolution
 - Exhibit 1A – Draft EIR
 - Exhibit 1B – Final EIR
 - Exhibit 1C – Mitigation Monitoring and Reporting Program
- Exhibit 2 – City Council General Plan Amendment Resolution
 - Exhibit 2A – Land Use Plan Map Change
 - Exhibit 2B – Updated Land Use Plan

- Exhibit 3 – City Council Ordinance Adopting the Specific Plan, Changing the Zoning, Approving the Zoning Code Amendment, and Approving the Development Agreement
 - Exhibit 3A – Specific Plan
 - Exhibit 3B – Conditions of Approval
 - Exhibit 3C – Zone Change Map
 - Exhibit 3D – Development Agreement

Exhibit 1

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA CERTIFYING AN ENVIRONMENTAL IMPACT REPORT, ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM, ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS AND MAKING CEQA FINDINGS RELATING TO THE GARDENA TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN AND RELATED ENTITLEMENTS FOR THE 1.33 ACRE PROPERTY LOCATED AT 12850 – 12900 CRENSHAW BOULEVARD

(APN # 4060-004-039)

WHEREAS, on January 21, 2020, Din/Cal 4, Inc., filed an application for a General Plan Amendment to the Land Use Plan (the “General Plan Amendment”), Specific Plan, Zone Change, Zoning Code Amendment, Site Plan Review and lot merger to develop an apartment building with approximately 265 units on 1.33 acres located at 12850 – 12900 Crenshaw Boulevard (the “Property”); and

WHEREAS, it was subsequently determined that the development would also require a Development Agreement and that the lot merger should be a lot line adjustment; and

WHEREAS, the General Plan Amendment, Specific Plan, Zone Change, Zoning Code Amendment, Development Agreement, Site Plan Review, and Lot Line Adjustment are collectively referred to as the Project; and

WHEREAS, on April 6, 2021, the Planning Commission of the City of Gardena held a duly, noticed public hearing on the Project at which time it considered all evidence presented, both written and oral, after which it adopted PC Resolution No. 4-21, recommending that the City Council certify the Environmental Impact Report, adopt a Mitigation Monitoring and Reporting Program, make CEQA findings regarding mitigation measures and alternatives, adopt a statement of overriding considerations, and approve all the requested entitlements for the Project, with the exception of the Lot Line Adjustment which will be administratively approved at a later date; and

WHEREAS, on _____, 2021, the City Council of the City of Gardena held a duly noticed hearing on the Project;

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

SECTION 1. CEQA Procedures. The City Council of the City of Gardena does hereby find as follows:

A. In April 2020, the City entered into a consultant agreement with Kimley-Horn and Associates to prepare an EIR for the Project.

B. A Notice of Preparation (“NOP”) for the Draft EIR and the Initial Study (“IS”) was timely distributed and the public comment period on the NOP and of August 20, 2020, to September 18, 2020.

C. On September 2, 2020, the City held a virtual scoping meeting in accordance with Public Resources Code § 21083.9 and CEQA Guidelines § 15082(c). There were two people in attendance at the meeting, but neither provided any comments.

D. The Draft EIR was made available for a 45-day public review period from January 15, 2021, through March 1, 2021. The Notice of Availability (“NOA”) was sent to a list of interested persons, agencies and organizations, adjacent property owners, and to anyone who had requested notice. The Notice of Completion was sent to the State Clearinghouse in Sacramento for distribution to public agencies. The DEIR and all the appendices were made available on the City’s website with directions to contact staff if help was needed in accessing the document. Physical copies could not be made available due to the coronavirus pandemic which has closed Gardena City Hall and other public posting places.

E. Prior to the release of the DEIR and in accordance with SB 18 and AB 52, the City sent notices to the list of Native American Tribes provided by the Native American Heritage Council. Only one tribe requested consultation: the Gabrieleno Band of Mission Indians – Kizh Nation. The City engaged in consultation and mitigation measures have been included in the EIR as a result of the consultation.

F. The City received and reviewed comments on the Draft EIR and prepared responses to those comments which are incorporated into the Final EIR through its consultant. The Final EIR consists of the Draft EIR and all Appendices thereto and that separate document dated March 2021, incorporating the written comments and responses thereto. No edits to the Draft EIR were required based on the comments received.

G. Responses were sent to the public agencies that commented on the DEIR and the Final EIR was made available for public review on March 16, 2021.

H. The City has complied with all procedural requirements relating to CEQA and other requirements of law. The Final EIR is adequate and complete and complies with all CEQA requirements.

I. In certifying the Final EIR, adopting the Findings and a Statement of Overriding Considerations, and adopting the Mitigation Monitoring and Reporting Program, the City Council has exercised its independent judgement and analysis. The City Council has reviewed and considered the Final EIR, agenda reports, written reports, public testimony, and other information in the record.

SECTION 2. CEQA Findings Regarding Impacts.

A. An Initial Study was prepared for the Project which determined that a number of topics were not required to be discussed in the EIR. The City Council finds that the topics listed therein and included in Section 7.0 of the EIR of Effects Found Not to Be Significant did not require any further analysis.

B. The impacts that are analyzed in the EIR are discussed in detail in Sections 4.1 through 4.15 and summarized in Section ES.4 of the Draft EIR and identified therein as less than significant, less than significant after mitigation, and significant even after mitigation. The following is a summary of the mitigation measures and impacts which are all fully described in the EIR.

C. The EIR identifies the below topic areas as significant, but to be mitigated below a level of significance.

1. Under Cultural Resources and Tribal Cultural Resources, it was determined that the Project could cause a substantial adverse change in the significance of an archaeological resource and cause a substantial adverse change in the significance of a Tribal Cultural Resource. Mitigation Measures TCR-1 through TCR-8, the mitigation measures requested by the Gabrieleno Band of Mission Indians – Kizh Nation, will mitigate these impacts to a less than significant level. Additionally, under Cultural Resources it was determined that the Project could disturb human remains, but Mitigation Measure TCR-4 would reduce this impact to less than significant as well.

2. Under Geology, Soils, and Paleontological Resources it was determined that the Project could destroy a unique paleontological resource, site, or unique geologic feature. Mitigation Measures GEO-1 through GEO-3 requiring a Paleontological Resources Monitoring and Mitigation Plan, monitoring by a Paleontological Monitor, and assessment by the Paleontologist if fossils are discovered will reduce this impact to a less than significant level.

3. Under Hazardous Materials and Wastes, it was determined that the Project could create a significant hazard through a reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. Mitigation Measures HAZ 1 and HAZ 2 requiring the installation of an impermeable vapor membrane under the slab areas and a construction management plan to be submitted to the City addressing procedures and requirements for responding to disturbances of undocumented contaminated soil will mitigate those impacts below a level of significance.

4. Under Transportation, it was determined that the Project could result in inadequate emergency access. Mitigation Measures TRANS-1 and TRANS-2 which require a construction transportation plan to be submitted to the City and a requirement to maintain emergency vehicle access will reduce this impact to a less than significant level.

D. Construction noise, which takes place during the hours of 7:00 a.m. to 6:00 p.m. on weekdays and between the hours of 9:00 a.m. to 6:00 p.m. on Saturdays, is exempt from the City's noise standards. Nevertheless, out of an abundance of caution, the EIR identified construction noise as a significant impact. The only impact which cannot be mitigated below a level of significance is the construction noise associated with the Project. Mitigation Measure NOI-1 requires a temporary and impermeable sound barrier that reduces noise by at least 10dB(A) but will not completely reduce the Noise impacts.

E. In addition to Mitigation Measures, several Project Design Features (PDFs) were incorporated into the Project which, when implemented, reduce impacts to a less than significant level for those impacts relating to Air Quality, Greenhouse Gas Emissions, and Aesthetics. A list of these PDFs is included in Section 2.3.2 of the EIR as well as discussed within the various topic sections.

1. Under Aesthetics, there are nine PDFs for the digital display that were incorporated into the Project that will prevent the display from having an aesthetic impact. These PDFs are also a requirement of the Specific Plan. Although the safety of the digital display was not a topic that was analyzed under CEQA, the Project also incorporates in recommended safety measures as additional requirements.

2. Under Air Quality, construction air impacts will be reduced due to watering of construction areas which will minimize dust emissions.

3. Under Air Quality and Greenhouse Gas Emissions electric vehicle charging stations, the implementation of transportation demand management strategies, and use of a solar swimming pool heating system will all reduce impacts in these areas.

SECTION 4. Alternatives.

A. In accordance with CEQA, the EIR examined four alternatives to the Project. The Alternatives are discussed in detail in Chapter 6 of the EIR and summarized in Section ES.6. The purpose of looking at alternatives is to try and avoid or substantially lessen any of the significant effects of the Project while still attaining most of the basic objectives. As discussed in Section 3 above, the only impact of the Project that could not be reduced to a less than significant level is construction noise.

1. The No Project/No Construction Alternative would retain the Project site in its current condition with a decades-old building on site which does not conform to current development standards. This alternative does not implement any of the Project's improvements and would not meet any of the Project's objectives.

2. The No Project/Existing Land Use Designation Alternative provides for the site to be redeveloped in accordance with its current General Plan and zoning designation, which is for general commercial purposes. Redevelopment of the site in this manner would cause development to be in conformance with the City's development standards, but the alternative still would not meet any of the Project's objectives.

3. The No Digital Sign Alternative would develop the Project exactly as proposed with the exception of the approximately 2,500 square foot digital sign, which is proposed for the north face of the building. This alternative meets all of the Project objectives except for allowing digital signs that allows for community programming and sharing of revenue.

4. The Reduced Density Alternative would develop a high-density apartment project but it would be: reduced by two floors, resulting in a reduction in height of approximately 22 feet, from 100 to 78 feet; result in a reduction in units from 265 to 168; and result in an approximately 50 percent reduction in the digital sign area. This alternative would meet all of the Project objectives, but to a lesser degree.

B. An EIR is supposed to identify alternatives that were considered for analysis, but rejected. The only impact that was significant and could not be mitigated was construction noise. In order to reduce construction noise below a level of significance, the footprint of what could be built would have to be reduced to a level which would render the site nearly undevelopable, would not be practical, and would not accomplish the Project's objectives. Alternative sites were rejected given that the Applicant does not have any interest in any alternative site within the City.

C. CEQA requires an identification of the environmentally superior alternative and if that alternative is one of the No Project alternatives, then an identification of the environmentally superior alternative among the remaining alternatives. In this case the No Project/No Construction alternative is the environmentally superior alternative, although it is noted that it will leave the Property in a blighted condition. Between the No Digital Sign Alternative and the Reduced Density Alternative, the Reduced Density Alternative would be environmentally superior. However, while construction noise impacts would be reduced, the impact would still be significant.

SECTION 5. CEQA Section 15091 Findings.

CEQA Section 15091 provides that the City shall not approve a project when there are significant environmental effects unless certain findings are made. In accordance with Section 15091, the City Council makes the following findings:

A. The applicant has incorporated Project Design Features into the Project which will avoid aesthetic impacts from the digital sign, as well as air and greenhouse gas emissions.

B. Mitigation Measures will be imposed on the Project which will reduce the impacts to Cultural Resources, Geology, Soils, and Paleontological Resources, Hazardous Materials and Wastes, Transportation, and Tribal Cultural Resources to less than significant levels.

C. A Mitigation Measure will be imposed to reduce Construction Noise impacts, but the impact will still remain significant. There is no alternative that would both eliminate the significant construction noise impact and achieve the objectives of the Project.

D. The No Digital Sign alternative would have the same impacts as the Project, except it would not require a change to the City's Zoning Ordinance to allow for digital displays. However, as aesthetics is not a significant impact, there is no reason to choose this alternative as it would not eliminate or reduce any of the significant impacts identified in the EIR and would eliminate benefits of the Project.

E. The Reduced Density alternative would achieve most of the objectives, but would still have significant construction noise. Social justifications lead the City Council to reject this alternative.

1. The City has received a final Regional Housing Needs Allocation from SCAG for a total of 5,735 housing units for the period of 2021 – 2029; the City's previous allocation was 397 units. The allocation for above-moderate units is 2,595 and

this Project will satisfy just over ten percent of this requirement. The Reduced Density alternative will cause a loss of 97 potential units which will have to be accounted for elsewhere in the City.

2. The Pandemic has taken a financial toll on the City causing a loss of general fund revenue and resulted in the laying off of employees. The Project will provide a projected minimum of \$75,000 a year to the City over a 30-year period from the digital display. A smaller digital display would result in the City received approximately half of the anticipated revenue, which would result in a loss of over one million dollars in the same time period.

SECTION 6. CEQA Section 15093 Findings. Statement of Overriding Considerations.

CEQA requires decisionmakers to balance the benefits of a proposed project against its unavoidable environmental impacts. If the benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse effects may be considered "acceptable" by adopting a Statement of Overriding Considerations. This statement sets forth the project benefits or reasons why the City Council is in favor of approving the Project, and weighs these benefits against the Project's environmental impacts that cannot be mitigated to a level less than significant as identified in the Final EIR. In adopting this Statement of Overriding Considerations, the City Council finds that while all of these benefits are important, each benefit on its own supports a sufficient reason why the benefits outweigh the significant impacts, of which only one cannot be mitigated below a level of significance.

A. As identified above, the City's final RHNA allocation for the 6th Cycle of the Housing Element is 5,735 units, with 2,595 units being allocated to the above-moderate income level. This Project will satisfy just over ten percent of the City's above-moderate allocation.

B. The Project will help revitalize a site that is blighted and does not meet current development standards, acting as a catalyst for other new development in the area.

C. The digital display portion of the Project will provide general fund revenue to the City in the approximate amount of \$2,250,000 over 30 years and provide space for community programming.

D. The Project will provide a financial benefit to the City in the amount of approximately an additional \$110,000 per year in property taxes.

E. The Project will provide a financial benefit to the City in the amount of approximately \$15,000 per year in utility user's taxes;

F. The Project will provide one-time construction related fees in the amount of approximately \$1,150,000 for business license taxes, permit, plan-check and inspection fees.

G. The Project will provide a one-time residential impact fee of approximately \$265,000.

H. The Project will provide approximately 400 full-time and part-time construction jobs. The applicant has agreed to a provision to use its best efforts to hire from the local community.

I. The applicant has agreed to use its best efforts to buy products from suppliers located in the City to the extent possible and to the extent such prices are not higher than other suppliers.

J. The Project will provide approximately 7-8 full-time, on-site jobs; additional jobs will be created for the various vendors and services that will be required.

K. Adding new residents to the City will create more residential spending in the City from people eating at local restaurants, shopping in Gardena, and using services in Gardena. This will not only assist local businesses, but will also provide additional income to the City in terms of increased business license fees that are paid to the City.

SECTION 7. Approvals. Based on the above, the City Council hereby certifies the Final Environmental Impact Report for the Gardena Transit-Oriented Development Specific Plan Project attached hereto has Exhibits A (Draft EIR) and B (Final EIR) and adopts the Mitigation Monitoring and Reporting Program attached hereto as Exhibit C.

SECTION 8. Custodian of Record. Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Project. All summaries of information in the findings which precede this section are based on the entire record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact. The documents and materials that constitute the record of proceedings on which these findings and approval are based are located in the Community Development Department at City Hall, 1700 W. 162nd Street, Gardena, California 90247. The Custodian of Records is Gregg McClain, Interim Community Development Director who can be reached at 310/217-9546 or gmcclain@cityofgardena.org.

SECTION 9. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed

each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 10. Certification. The City Clerk shall certify the passage of this resolution.

SECTION 11. Effective Date. This Resolution shall be effective immediately.

Passed, approved, and adopted this ____ day of _____, 2021.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

LISA KRANITZ, Assistant City Attorney

Exhibit A – Draft EIR, dated January 2021

Exhibit B – Final EIR, dated March 2021

Exhibit C – Mitigation Monitoring and Reporting Program

Exhibit A

Draft Environmental Impact Report

(Click Here)

Exhibit B
Final Environmental Impact Report
(Click Here)

Exhibit C

Mitigation Monitoring and Reporting Program

(Click Here)

Exhibit 2

RESOLUTION NO. ____ - PART A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA AMENDING THE LAND USE PLAN OF THE CITY OF GARDENA GENERAL PLAN BY CHANGING THE LAND USE DESIGNATION OF THE 1.33 ACRE PROPERTY LOCATED AT 12850 – 12900 CRENSHAW BOULEVARD TO SPECIFIC PLAN AND MAKING MINOR TEXT CHANGES PRIMARILY RELATING TO SPECIFIC PLANS

(APN # 4060-004-039)

WHEREAS, on January 21, 2020, Din/Cal 4, Inc., filed an application for a General Plan Amendment to the Land Use Plan (the “General Plan Amendment”), Specific Plan, Zone Change, Zoning Code Amendment, Site Plan Review and lot merger to develop an apartment building with approximately 265 units on 1.33 acres located at 12850 – 12900 Crenshaw Boulevard (the “Property”); and

WHEREAS, it was subsequently determined that the development would also require a Development Agreement and that the lot merger should be a lot line adjustment; and

WHEREAS, the General Plan Amendment, Specific Plan, Zone Change, Zoning Code Amendment, Development Agreement, Site Plan Review, and Lot Line Adjustment are collectively referred to as the Project; and

WHEREAS, on April 6, 2021, the Planning Commission of the City of Gardena held a duly, noticed public hearing on the Project at which time it considered all evidence presented, both written and oral, after which it adopted PC Resolution No. 4-21, recommending that the City Council certify the Environmental Impact Report, adopt a Mitigation Monitoring and Reporting Program, make CEQA findings regarding mitigation measures and alternatives, adopt a statement of overriding considerations, and approve all the requested entitlements for the Project, with the exception of the Lot Line Adjustment which will be administratively approved at a later date; and

WHEREAS, on _____, 2021, the City Council of the City of Gardena held a duly noticed hearing on the Project; and

WHEREAS, after the close of the public hearing and prior to adopting this Resolution, the City Council adopted Resolution No. XX certifying the EIR, adopting the Mitigation Monitoring and Reporting Program, making findings with regard to alternatives and mitigation measures; and adopting a statement of overriding considerations;

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

SECTION 1. The City Council of the City of Gardena does hereby find that the General Plan Amendment changing the land use designation of the Property to Specific Plan and amending the text of the Land Use Plan is in the public interest for the following reasons:

A. The General Plan Amendment will allow the development of a high-density, 265-unit, first-class apartment project in the north end of Gardena which will provide new and needed housing opportunities in the City. There have been very few apartment buildings developed over the past few decades and nothing of which provides the type of amenities being required under the Specific Plan.

B. The General Plan Amendment will allow development of an apartment complex which will satisfy approximately ten percent of the City's Regional Housing Needs Assessment (RHNA) allocation for above-moderate housing for the Sixth Cycle Housing Element.

C. The General Plan Amendment will allow a development which will provide needed housing to nearby employers in the City of Gardena as well as the City of Hawthorne and will encourage additional high-tech industries to locate in the area.

D. The General Plan Amendment will allow a development which will help revitalize a site that is blighted and does not meet current development standards, acting as a catalyst for other new development in the area.

E. The General Plan Amendment will allow development which will provide the following economic benefits to the City:

1. Increase the property taxes which the City will receive each year from the property by approximately \$110,000.

2. Increase the amount of Utility User's Tax the City will receive each year by approximately \$15,000.

3. A one-time residential impact fee payment of approximately \$265,000.

4. An annual increase in the business license fees attributable to the operation of the apartment building by more than \$2,500 each year.

5. One-time construction related fees in the amount of approximately \$1,150,000 for business license taxes, permit, plan-check and inspection fees.

6. Creation of approximately 400 full- and part-time construction jobs. The payment to workers will lead to indirect economic benefits as these workers will spend money in the City.

7. General fund revenue in the approximate amount of \$2,250,000 over 30 years from the digital display portion of the Project.

8. New residents with above-moderate income that will provide additional indirect economic benefits as they spend money in Gardena.

F. The General Plan Amendment implements Connect SoCal, the Regional Transportation Plan/Sustainable Communities Strategy for 2020-2045 by promoting a transit-oriented project that will encourage the use of alternative transportation methods from passenger vehicles and reduce the amount of vehicle miles travelled due to more efficient land use strategies.

G. Approval of the additional text changes to the Land Use Plan correspond to the adoption of changes to the Specific Plan land use category that have been made in the past several years, reflect an update to reference all of the Specific Plans which have been adopted by the City to date, provide other minor updates to the Plan, and make the document internally consistent.

H. Approval of the General Plan Amendment is consistent with other goals of the General Plan:

1. Land Use Plan Goal 1: Preserving and protecting existing single-family and low/medium density residential neighborhoods while promoting the development of additional high-quality housing types in the City;

2. Economic Development Plan Goal 3: Attract desirable businesses to locate in the City;

3. Community Design Plan Goal 1: Enhance the visual environmental and create a positive image of the City;

4. Community Design Plan Goal 2: Enhance the aesthetic quality of the residential neighborhoods in the City;

5. Circulation Plan Goal 1: Promote a safe and efficient circulation system that benefits residents and businesses and integrates with the greater Los Angeles/South Bay transportation system.

6. Circulation Plan Goal 3: Promote alternative modes of transportation that are safe and efficient for commuters, and available to persons of all income levels and disabilities;

7. Housing Element Goal 3.0: Minimize the impact of governmental constraints on housing construction and cost;

8. Housing Element Goal 4.0: Provide adequate residential sites through appropriate land use and zoning to accommodate the City's share of regional housing needs;

9. Conservation Plan Goal 2: Conserve and protect groundwater supply and water resources;

10. Conservation Plan Goal 4: Conserve energy resources through the use of technology and conservation methods;

11. Conservation Plan Goal 5: Protect the City's cultural resources;

12. Public Safety Plan Goal 1: Maintain a high level of fire and police protection for residents, businesses and visitors;

13. Public Safety Plan Goal 2: Protect the community from dangers associated with geologic instability, seismic hazards and other natural hazards;

14. Public Safety Plan Goal 4: Increase public awareness of crime and fire prevention, and emergency preparedness and procedures;

15. Noise Plan Goal 2: Incorporate noise considerations into land use planning decisions; and

16. Noise Plan Goal 3: Develop measures to control non-transportation noise impacts.

I. The General Plan Amendment allows the adoption of the Gardena Transit Oriented Development Specific Plan. Without this change, the development cannot be built.

J. As demonstrated by the EIR which was certified pursuant to Resolution No. XX, the Project, including the General Plan Amendment, will not be detrimental to the public health, safety and general welfare. The only impact which was significant and unavoidable was construction noise, which is temporary in nature.

K. The General Plan Amendment will not adversely affect the orderly development of property or the preservation of property values. The General Plan Amendment allows a development which will replace a decades-old building that is in a state of disrepair and which will provide a catalyst to new development in the area.

SECTION 2. The City Council hereby approves the General Plan Amendment changing the General Plan Land Use Designation of the Property from Commercial to Specific Plan as shown on Exhibit A and amending the text of the Land Use Plan as shown on Exhibit B hereto.

SECTION 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 4. Certification. The City Clerk shall certify the passage of this resolution.

SECTION 5. Effective Date. This ordinance shall not become effective or be in force until thirty (30) days from and after the date of its adoption.

Passed, approved, and adopted this ____ day of _____, 2021.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

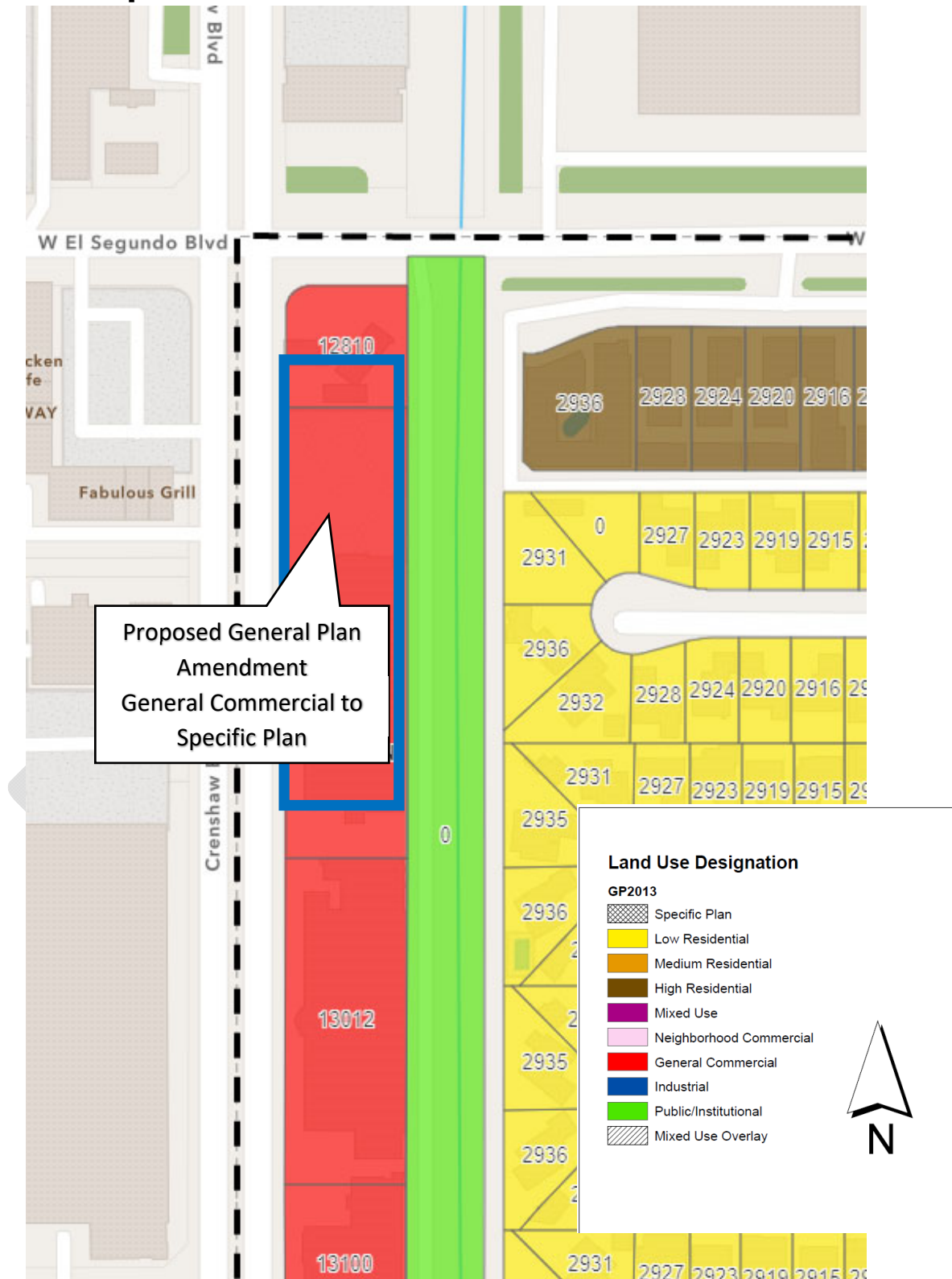
LISA KRANITZ, Assistant City Attorney

Exhibit A – General Plan Land Use Change

Exhibit B – General Plan Land Use Text Change Excerpts

Exhibit A

Proposed General Plan Amendment #1-20



Adopted General Plan Amendment #1-20

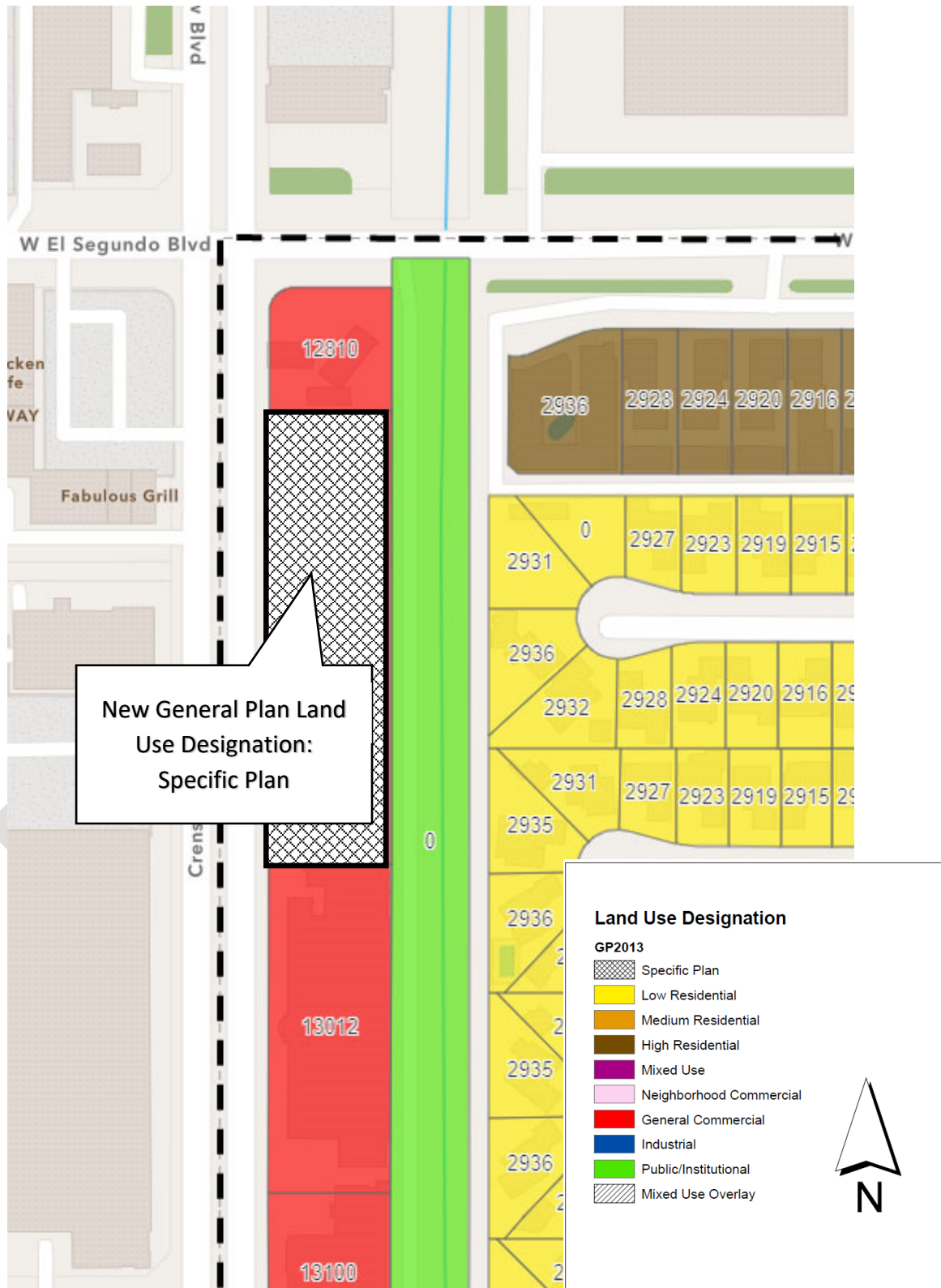


EXHIBIT B

EXCERPTED LAND USE PLAN CHANGES

Gardena Municipal Code (pp. LU-2 – LU-3)

As required by the State law, the Gardena Municipal Code serves as the primary tool for implementing the goals and policies of the Land Use Plan in the General Plan. Title 18 of the Municipal Code pertains to Zoning and it specifies the types of allowable uses, as well as development standards such as minimum lot size, building heights and setbacks, parking standards and others. The Land Use Plan defines the land use policies and the Zoning Ordinance provides the detailed and specific regulations/standards for all development projects within the City.

Since this Land Use Plan was originally adopted in 2006, the development standards within the Zoning Ordinance have been updated to address the new policies, particularly with respect to the Mixed-Use Overlay designation and to bring the Zoning Ordinance into compliance with the General Plan. Additionally the Zoning Ordinance and this Land Use Plan have been updated to address the housing programs that were set forth in the Housing Element of the General Plan which was approved in 2011 and in subsequent Housing Elements.

Specific Plans (p. LU-3)

Specific plans are either advisory or regulatory documents that provide more focused guidance and regulation for particular areas. Specific plans are a useful tool to implement planning and development goals within selected areas by adopting unique standards and requirements. Generally, specific plans include land use, circulation and infrastructure plans, development standards, design guidelines, as well as phasing, financing, and implementation plans.

Specific plans can provide for all residential uses, all commercial uses, or a mix of uses as determined appropriate. Specific plans are also useful in allowing the City to provide for site-specific high-density residential and mixed-use residential development which is required to meet the City's obligations under State housing law.

As of ~~February 2013~~ April 2021 there are ~~nine~~ twelve specific plans within the City of Gardena. The land use for ~~eight~~ eleven of these is for residential development; the ~~ninth~~ twelfth specific plan is for mixed use development. Each specific plan is summarized in the following Table LU-1.

All four corners at the intersections of Rosecrans Boulevard and Van Ness Boulevard, Rosecrans Boulevard and Western Boulevard and Rosecrans Boulevard and Vermont Avenue have been designated as Specific Plan Study Areas. (Figure LU-4 at the end of this Plan.) However, the use of specific plans is not limited to these areas and additional specific plans may be implemented where they are beneficial to the community or help the City meet its housing requirements.

Table LU-1 - Updated April 2021 (p. LU-5)**Gardena Specific Plans**

Specific Plans	Adoption Year	Location	Land Use Plan Description
Emerald Square	1999	177 th St. between Budlong Ave. and Vermont Ave.	159 single-family homes within a 21.5-acre gated community.
Redondo Village	1999	Redondo Beach Blvd. west of Van Ness Ave.	Two gated residential communities consisting of 65 detached condominium units within a 5-acre gated community.
Gardena Village	1999	North side of Artesia Blvd. between Denker St. and Western Ave.	59 detached condominium units within a 5.7-acre gated community.
Cottage Place	2003	Budlong Ave. between 144 th St. and 146 th St.	35 detached condominium units within a 2.9-acre gated community.
Normandie Estates/ <u>Normandie Courtyard</u>	2004/ <u>2019</u>	Southeast corner of Normandie Ave. and 168 th St.	21 detached condominium units within a 1.5-acre gated community. <u>In 2019, 9 more units added as Phase II within .71 additional acres.</u>
Carnelian	2004	Vermont Ave. between 141 st St. and 135 th St.	101 single-family detached homes within an 11.4-acre gated community.
Artesia Corridor	2006	South side of Artesia Blvd. between Western Ave. and Normandie Ave.	375,000 square feet of General Commercial, 40,000 square feet of restaurant and up to 300 residential units on 44-acre area.
Normandie Place	2008	14532 – 14602 Normandie Ave.	12 single-family homes within a 38,280 square foot area.
Ascot Village	2011	1249 W. 139 th St.	14 single-family homes within a 43,000 square foot area
<u>Platinum Row</u>	<u>2015</u>	<u>14504 S. Normandie Ave.</u>	<u>96 townhome development within a 4.69 acre property</u>
<u>Western Avenue</u>	<u>2017</u>	<u>16958 Western Ave.</u>	<u>46 attached condominium units within a 2.31-acre property</u>
<u>Gardena Transit Oriented Development</u>	<u>2021</u>	<u>12850 – 12900 Crenshaw Blvd.</u>	<u>265 residential units within a 1.33 acre property</u>

Non-Residential Designations (p. LU-11)

Gardena is a vibrant city that offers a variety of non-residential services for its residents and visitors. The non-residential land use designations include Neighborhood Commercial, General Commercial, Industrial, and Public uses. The commercial uses are located primarily along major streets to conveniently service the public. The industrial uses are located primarily in the northern and southern portions of the City, while the public uses are distributed throughout the City.

~~This~~ The 2006 General Plan introduced the Mixed-Use Overlay which allows for greater flexibility of development in selected areas designated for commercial and industrial areas of the City. This overlay ~~would~~ permits residential mixed-use development to occur in underutilized areas.

Specific Plans also allow for mixed-use development as well as residential development.

Residential Land Use (p. LU-20)

LU Goal 1	Preserve and protect existing single-family and low/medium-density residential neighborhoods while promoting the development of additional high quality housing types in the City.
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LU 1.13: Allow for increased density through the use of Specific Plans where the City determines that there would be a benefit to the community, including meeting the City's housing obligations.

Exhibit 3

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA AMENDING SECTION 18.08.010 OF THE GARDENA MUNICIPAL CODE RELATING TO ESTABLISHED ZONES, AMENDING CHAPTER 18.58 OF THE GARDENA MUNICIPAL CODE RELATING TO DIGITAL BILLBOARDS, AMENDING THE ZONING MAP OF THE CITY OF GARDENA, APPROVING A SPECIFIC PLAN, INCLUDING THE SITE PLAN, AND APPROVING A DEVELOPMENT AGREEMENT WITH DIN/CAL 4, INC. RELATING TO THE DEVELOPMENT OF UP TO 265 DWELLING UNITS

(APN # 4060-004-039)

WHEREAS, on January 21, 2020, Din/Cal 4, Inc., filed an application for a General Plan Amendment to the Land Use Plan (the “General Plan Amendment”), Specific Plan, Zone Change, Zoning Code Amendment, Site Plan Review and lot merger to develop an apartment building with approximately 265 units on 1.33 acres located at 12850 – 12900 Crenshaw Boulevard (the “Property”); and

WHEREAS, it was subsequently determined that the development would also require a Development Agreement and that the lot merger should be a lot line adjustment; and

WHEREAS, the General Plan Amendment, Specific Plan, Zone Change, Zoning Code Amendment, Development Agreement, Site Plan Review, and Lot Line Adjustment are collectively referred to as the Project; and

WHEREAS, on April 6, 2021, the Planning Commission of the City of Gardena held a duly, noticed public hearing on the Project at which time it considered all evidence presented, both written and oral, after which it adopted PC Resolution No. 4-21, recommending that the City Council certify the Environmental Impact Report, adopt a Mitigation Monitoring and Reporting Program, make CEQA findings regarding mitigation measures and alternatives, adopt a statement of overriding considerations, and approve all the requested entitlements for the Project, with the exception of the Lot Line Adjustment which will be administratively approved at a later date; and

WHEREAS, on _____, 2021, the City Council of the City of Gardena held a duly noticed hearing on the Project; and

WHEREAS, at the close of the public hearing and prior to adopting this Ordinance, the City Council adopted Resolution No. XX certifying the EIR, adopting the Mitigation

Monitoring and Reporting Program, making findings with regard to alternatives and mitigation measures, and adopting a statement of overriding considerations; and

WHEREAS, after the public hearing and prior to adopting this Ordinance the City Council adopted Resolution No. XX approving the General Plan Amendment; and

WHEREAS, the Site Plan is incorporated into the Specific Plan;

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

SECTION 1. Findings. The City Council of the City of Gardena does hereby find as follows:

A. Approval of the Specific Plan, which includes the Site Plan, Zone Change and Zoning Code Amendment (collectively, “Zoning Changes”) will provide a number of benefits to the City.

1. The Zoning Changes will allow the development of a high-density, 265-unit, first-class apartment project in the north end of Gardena which will provide new and needed housing opportunities in the City. There have been very few apartment buildings developed over the past few decades and nothing of this scale or which provides the type of amenities being required under the Specific Plan.

2. The Zoning Changes will allow an apartment development which will satisfy approximately ten percent of the City’s Regional Housing Needs Assessment (RHNA) allocation for above-moderate housing for the Sixth Cycle Housing Element.

3. The development will provide needed housing to the nearby employers in the City of Gardena as well as the City of Hawthorne and will encourage additional high-tech industries to locate in the area.

4. The Zoning Changes will allow a development which will help revitalize a site that is blighted and does not meet current development standards, acting as a catalyst for other new development in the area

5. The Zoning Changes will allow development which will provide the following economic benefits to the City:

a. Increase the property taxes which the City will receive each year from the property by approximately \$110,000.

b. Increase the amount of Utility User’s Tax the City will receive each year by approximately \$15,000

c. A one-time residential impact fee payment of approximately \$265,000.

d. An annual increase in the business license fees attributable to the operation of the apartment building by more than \$2,500 each year.

e. One-time construction related fees in the amount of approximately \$1,150,000 for business license taxes, permit, plan-check and inspection fees.

f. Creation of approximately 400 full- and part-time construction jobs. The payment to workers will lead to indirect economic benefits as these workers will spend money in the City.

g. General fund revenue in the approximate amount of \$2,250,000 over 30 years from the digital display portion of the Project.

h. New residents with above-moderate income that will provide additional indirect economic benefits as they spend money in Gardena.

6. The development implements Connect SoCal, the Regional Transportation Plan/Sustainable Communities Strategy Plan for 2020-2045 by promoting a transit-oriented project that will encourage the use of alternative transportation methods from passenger vehicles and reduce the amount of vehicle miles travelled due to more efficient land use strategies.

B. Approval of the Zoning Code Amendment, Specific Plan, which includes the Site Plan, and Zone Change is consistent with the General Plan.

1. Prior to adopting this Ordinance, the General Plan land use designation of this property was changed to Specific Plan so the Zone Change and adoption of the Specific Plan is consistent with the Land Use Plan.

2. The Zoning Changes implement a number of Goals and Policies of the Gardena General Plan including:

a. Land Use Plan Goal 1: Preserving and protecting existing single-family and low/medium density residential neighborhoods while promoting the development of additional high quality housing types in the City;

b. Economic Development Plan Goal 3: Attract desirable businesses to locate in the City;

c. Community Design Plan Goal 1: Enhance the visual environmental and create a positive image of the City;

d. Community Design Plan Goal 2: Enhance the aesthetic quality of the residential neighborhoods in the City;

e. Circulation Plan Goal 1: Promote a safe and efficient circulation system that benefits residents and businesses, and integrates with the greater Los Angeles/South Bay transportation system;

f. Circulation Plan Goal 3: Promote alternative modes of transportation that are safe and efficient for commuters, and available to persons of all income levels and disabilities;

g. Housing Element Goal 3.0: Minimize the impact of governmental constraints on housing construction and cost;

h. Housing Element Goal 4.0: Provide adequate residential sites through appropriate land use and zoning to accommodate the City's share of regional housing needs;

i. Conservation Plan Goal 2: Conserve and protect groundwater supply and water resources;

j. Conservation Plan Goal 4: Conserve energy resources through the use of technology and conservation methods;

k. Conservation Plan Goal 5: Protect the City's cultural resources;

l. Public Safety Plan Goal 1: Maintain a high level of fire and police protection for residents, businesses and visitors;

m. Public Safety Plan Goal 2: Protect the community from dangers associated with geologic instability, seismic hazards and other natural hazards;

n. Public Safety Plan Goal 4: Increase public awareness of crime and fire prevention, and emergency preparedness and procedures;

o. Noise Plan Goal 2: Incorporate noise considerations into land use planning decisions; and

p. Noise Plan Goal 3: Develop measures to control non-transportation noise impacts.

C. The Zoning Code Amendment establishes a new zone, the Gardena Transit Oriented Development Specific Plan. The Specific Plan establishes the permitted uses and development standards that apply to the Project. Creation of this zone is desirable

and necessary to implement the proposed Project. Without amending the Gardena Municipal Code, the current zoning would not permit this residential development.

D. Amendment of the Municipal Code to allow digital billboards will allow the creation of an entry point for the City, allow for community messaging, and provide a source of revenue to the City.

E. The Zoning Changes implement the public convenience, general welfare and good land use practice for the reasons set forth above.

F. The Development Agreement will implement the Specific Plan and will provide the City with certain benefits that would otherwise be unattainable through the other land use approvals. The Development Agreement provides that the developer will implement a hire and buy local policy which will assist local residents and businesses, as well as provide economic benefits to the City of Gardena through increase sales tax revenues. The Development Agreement also provides for a 30-year revenue sharing agreement from the Digital Billboard which is predicted to provide the City with a minimum of \$75,000 per year which money can be spent for the benefit of the Gardena Community. Additionally, the City will be granted time on the Digital Billboard to advertise community events and highlight community businesses.

G. As demonstrated by the EIR which was certified pursuant to Resolution No. XX, the Project will not be detrimental to the public health, safety and general welfare. The only impact which was significant and unavoidable was construction noise, which is temporary in nature.

H. The Zoning Changes will not adversely affect the orderly development of property or the preservation of property values. The development replaces a decades-old building that is in a state of disrepair. The development will hopefully provide a catalyst to new development in the area.

SECTION 2. The City Council hereby approves the Gardena Transit Oriented Development Specific Plan, a copy of which is attached hereto as Exhibit A, subject to the conditions of approval attached hereto as Exhibit B.

SECTION 3. The zoning map of the City of Gardena, California shall be amended to change the zoning of the four lots comprising the 1.33-acre parcel at (APN # 4060-004-039) at 12850 – 12900 Crenshaw Boulevard from General Commercial (C-3) to Gardena Transit Oriented Development Specific Plan (GTODSP), as shown hereto in Exhibit C.

SECTION 4. Section 18.08.010 of the Gardena Municipal Code is hereby amended to read as follows:

18.08.010 Zones established.

In order to carry out the purposes and provisions of this title, the city is divided into several zones, known as follows:

- R-1 Single-family residential zone
- R-2 Low-density multiple-family residential zone
- R-3 Medium density multiple-family residential zone
- R-4 High density multiple-family residential zone
- M-U Mixed use overlay
- C-R Commercial residential zone
- P Parking zone
- O Official zone
- C-P Business and professional office zone
- H-B Home business zone
- C-2 Commercial zone
- C-3 General commercial zone
- C-4 Heavy commercial zone
- M-1 Industrial zone
- M-2 General industrial zone
- SP Specific plan zones as follows:
 - Artesia Corridor Specific Plan
 - Ascot Village Specific Plan
 - Carnelian Specific Plan
 - Cottage Place Specific Plan
 - Emerald Square Specific Plan
 - [Gardena Transit Oriented Development Specific Plan](#)
 - Gardena Village Specific Plan
 - Normandie Estates Specific Plan
 - Normandie Place Specific Plan
 - Redondo Village Specific Plan
 - Platinum Row Specific Plan
 - [Western Avenue Specific Plan](#)

SECTION 5. Section 18.58.018G of the Gardena Municipal Code relating to billboards is hereby amended to read as follows:

G. BILLBOARD POLICY

1. It is a fundamental policy of the City of Gardena to completely prohibit the construction, erection or use of any billboards, as defined herein, other than those that legally exist in the City, or for which a valid permit has been duly issued and has not expired, as of the date on which this provision is first adopted. No permit shall be issued for any billboard that violates this policy, and the City will take immediate abatement action against any billboard constructed or maintained in violation of this policy. The City Council affirmatively declares that it would have adopted this billboard policy even if it were the only provision in this Chapter. The

City Council intends for this billboard policy to be severable and separately enforceable even if other provision(s) of this Chapter may be declared, by a court of competent jurisdiction, to be unconstitutional, invalid or unenforceable. This provision does not prohibit agreements to relocate presently existing, legal billboards, as encouraged by California Business and Professions Code section [5412](#).

2. Notwithstanding Subsection A-1, digital billboards may be allowed in the City when approved as an allowed or conditionally allowed use in the specific zone in which it is to be located, subject to a Development Agreement which provides for a community benefit to the City.

SECTION 6. Section 18.58.020, Definitions, is hereby amended by adding the following definition to read as follows:

“Digital Billboard” means a billboard, utilizing digital message technology, capable of changing the content on the sign electronically, such that the alphabetic, pictographic, or symbolic informational content of which can be changed or altered on a fixed display surface composed of electronically illuminated or electronically actuated or motivated elements that can be changed or altered electronically. A digital billboard may be internally or externally illuminated. This includes billboards with displays that must be preprogrammed to display only certain types of information (i.e., time, date, temperature) and billboards whose informational content can be changed or altered by means of computer-driven electronic impulses. This includes, without limitation, billboards also known as LED billboards and includes dynamic animated digital displays.

SECTION 7. Section 18.58.050A of the Gardena Municipal Code relating to billboards is hereby amended to read as follows:

18.58.050 Prohibited signs.

The following signs shall not be permitted, constructed, erected or allowed to remain on display in the City:

- A. Billboards, as defined herein; this does not apply to digital billboards.

SECTION 8. Section 18.58.055 is hereby added to the Gardena Municipal Code to read as follows:

18.58.055 Digital billboards.

Digital billboards shall be subject to the following provisions:

- A. No digital billboard shall be permitted and no Development Agreement for a digital billboard shall be entered into without there being an aesthetic analysis, including

a photo simulation of the proposed digital billboard, a photometric study, and a shade and shadow study, if applicable.

B. If the City Council approves a Development Agreement for a digital billboard, no sign permit shall be required.

C. The digital billboard will be required to comply with the standards set forth in the applicable zone.

SECTION 9. The Development Agreement attached hereto as Exhibit D, is hereby approved.

SECTION 10. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 11. Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

SECTION 12. Effective Date. This Ordinance shall not become effective or be in force until thirty (30) days from and after the date of its adoption.

Passed, approved, and adopted this ____ day of _____, 2021.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

LISA E. KRANITZ, Assistant City Attorney

Exhibit A – Gardena Transit Oriented Development Specific Plan

Exhibit B – Conditions of Approval

Exhibit C – Development Agreement

DRAFT

Exhibit A
Specific Plan
(Click here)

Exhibit B

CITY OF GARDENA

CONDITIONS OF APPROVAL FOR GENERAL PLAN AMENDMENT #1-20; SPECIFIC PLAN #1-20; ZONE CHANGE #1-20; ZONING CODE AMENDMENT #3-20; DEVELOPMENT AGREEMENT #1-20; SITE PLAN REVIEW #1-20

GENERAL CONDITIONS

Standard

- GC 1. Applicant accepts all of the conditions of approval set forth in this document and shall sign the acknowledgement. A copy of the signed document shall be submitted to the Community Development Department prior to issuance of any construction permit.
- GC 2. Development of this site shall comply with the requirements and regulations of Title 15 (Building and Construction), Title 17 (Subdivisions) and Title 18 (Zoning) of the Gardena Municipal Code, except as modified by the Specific Plan.
- GC 3. Applicant shall comply with all applicable written policies, resolutions, ordinances, and laws in effect at time of approval, or at time of application in the case of the California Building Codes, as modified by the City of Gardena, (including Plumbing, Electrical, Mechanical, Green Building, and Energy Codes). The conditions of approval shall supersede all conflicting notations, specifications, and dimensions which may be shown on the project development plans.
- GC 4. Prior to commencement of work, the contractor/applicant shall schedule a pre-job meeting with the City's engineering and building inspectors to minimize construction noise levels, including sound-reduction equipment as deemed necessary by the City. Prior to the issuance of demolition or construction permits, the contractor/applicant shall prepare and implement a construction management plan, approved by the City, which includes procedures to minimize off-site transportation of heavy construction equipment.
- GC 5. The site layout and physical appearance of the structure shall be in accordance with the plans presented to and approved by the Planning and Environmental Quality Commission on April 6, 2021, and modified by these conditions of approval. The final completed project shall be in substantial compliance with the plans upon which the Commission based its decision, as modified by such decision. Minor modifications or alterations to the design, style, colors, and materials shall be subject to the review and approval of the Community

Development Director. Significant modifications shall be handled as provided for in the Specific Plan.

- GC 6. Trash pick-up and other exterior facility cleaning activities shall be restricted to the hours of 7 a.m. to 6 p.m., Monday through Friday. These activities shall be prohibited during peak traffic hours.
- GC 7. Any and all roof-mounted equipment, devices or materials shall be totally screened from public view. The screen enclosures shall be constructed of the same or similar materials, colors and texture of the building.
- GC 8. The applicant shall reimburse the City for all attorney's fees spent in processing the project application, including review of all documents required by these conditions of approval.
- GC 9. Applicant/developer shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any claim, action, or proceeding, damages, costs (including, without limitation, attorney's fees), injuries, or liability against the City or its agents, officers, or employees arising out of the City's approval of: General Plan Amendment #1-20; Specific Plan #1-20; Zoning Code Amendment #1-20; Zone Code Amendment #3-20; Development Agreement #1-20; Lot Line Adjustment #1-20; and Site Plan Review #1-20. The City shall promptly notify the applicant/developer of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant/developer of any claim, action, or proceeding, or if the City fails to cooperate fully in the defense, the applicant/developer shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Although the applicant/developer is the real party in interest in an action, the City may, at its sole discretion, participate in the defense of any action with the attorneys of its own choosing, but such participation shall not relieve the applicant/developer of any obligation under this condition, including the payment of attorney's fees.

Residential Development

- RD 1. Applicant shall pay a multiple-unit residential development impact fee of \$1,000/unit prior to building permit issuance in accordance with Chapter 15.48 of the Gardena Municipal Code. California Government Code Section 66020(d)(1) requires that the project applicant be notified of all fees, dedications, reservations and other exactions imposed on the development for purposes of defraying all or a portion of the cost of public facilities related to development. Fees for regulatory approvals, including Planning processing fees, building permit fees and park development fees, are not included under this noticing requirement. The applicant has ninety (90) days from the date of adoption of this Resolution to protest the impositions described above. The

applicant is also notified of the 180-day period from the date of this notice during which time any suit to protest impositions must be filed, and that timely filing of a protest within the 90-day period is a prerequisite.

PLANNING

- PL1. The approvals granted herein shall be utilized within the time period that the Development Agreement is in effect. Utilization shall mean the issuance of building permits.
- PL2. These Conditions of Approval and the signed acknowledgement of acceptance, shall be copied in their entirety and placed directly onto a separate plan sheet behind the cover sheet of the development plans prior to Building and Safety plan check submittal. Said copies shall be included in all development plan submittals, including revisions and the final working drawings.
- PL3. The applicant/developer shall submit for review and approval detailed landscape and irrigation plans prepared, signed, and stamped by a licensed landscape architect to the Director of Community Development or designee and the Director of Public Works that is consistent with the State's Water Efficient Landscape Guidelines. At a minimum, tree size shall be 24-inch box and shrubs shall be a minimum of one gallon and five gallon size. Spacing of ground cover plants shall be spaced appropriately by species and variety. Metal cages, painted green, shall be used to protect the back flow devices. All above ground piping, such as a back-flow device for landscaping, shall be screened with landscaping and painted green. Protective bollards shall be of a decorative type and/or painted green where appropriate.
- PL4. The apartment management shall maintain landscaping in a healthy and well-kept manner at all times. Dead or damaged landscape material/vegetation shall be replaced immediately per the approved landscape plan. The irrigation system shall be maintained at all times. Trees shall be permitted to grow to their maximum height.
- PL5. Colors and materials as shown on the development plans as presented to the Planning Commission on April 6, 2021, are approved. Deviation from colors and materials shall not be made unless approved by the Community Development Director.
- PL6. Any signage shall comply with the provisions of Chapter 18.58 of the Gardena Municipal Code, as the same is modified by the Specific Plan and Development Agreement relating to the Digital Display.

- PL7. Decorative and colored concrete shall be provided at vehicular entrances along Crenshaw Boulevard to the satisfaction of the Planning Division.
- PL8. The Applicant/developer shall place all mailboxes in accordance with U.S. Postal Regulations, as reviewed and approved by the Director of Community Development and the Gardena Postmaster prior to the issuance of a Certificate of Occupancy.
- PL9. The Applicant shall be required to apply for a lot line adjustment to combine the four lots into one.

PROJECT DESIGN FEATURES

PDF AQ-1: The Project would include watering of active construction areas at least three times daily to minimize fugitive dust emissions.

PDF AQ-2/PDF GHG 1: The Project would install seven Level 2 electric vehicle (EV) charging stations in the parking structure for the building tenants.

PDF AQ-3/PDF GHG 2: The Project would implement transportation demand management strategies in the Gardena Transit Oriented Development Specific Plan area to advance the vision for multi-modal transportation. These strategies include:

- **Unbundled Parking:** There shall be a charge for parking spaces. The property owner shall unbundle automobile parking charges from the rents or other fees charged for leasing residential units in the Specific Plan area.
- **Pre-Leasing for Area Employees:** Residential units within the Specific Plan area shall be marketed exclusively for a thirty-day period to employees working within a 0.5-mile radius of the development, before the units are offered for rent to the general public. The developer shall submit a pre-leasing marketing plan to the Community Development Director for review and approval prior to issuance of a temporary certificate of occupancy. The developer must then demonstrate compliance with the approved thirty-day exclusive marketing plan prior to issuance of a final certificate of occupancy.
- **Transit Information:** To ensure that residential tenants are aware of transit options and transportation demand management programs available to them, an information board or kiosk shall be posted in a central location in the building.
- **Onsite Residential Bicycle Parking:** One bicycle parking space shall be provided for every residential unit (located in secured facilities accessible only by residents). There would also be unsecured bicycle parking spaces for guests, provided at-grade on a first-come, first-serve basis. All bicycle parking shall be

located in a safe, convenient location, encouraging the use of bicycle transportation by residents and guests.

- **Ride-Sharing Pick-Up/Drop-Off:** A designated loading area within the Gardena Transit-Oriented Development Specific Plan area shall be signed and distinguished (e.g., with paving and/or paint) so that it may be used as a pick-up and drop-off zone for ride-sharing services.

PDF AQ-4/PDF GHG 3: The Project would install a solar swimming pool heating system. The emissions savings from the solar swimming pool heating system were not quantified for this analysis.

PDF NOI-1: The amplified sound system at the Level 3 pool deck/courtyard shall be designed such that it does not exceed a maximum noise level of 85 dBA (L_{eq}) at a distance of 25 feet from the amplified sound system.

PDF AES-1: Location: The Digital Display shall be located or screened to minimize to the greatest reasonable extent possible direct light sources onto any exterior wall of a residential unit in the City of Gardena.

PDF AES-2: Materials: The Digital Display shall not use highly reflective materials such as mirrored glass.

PDF AES-3: Title 24: All light sources, including illuminated signage, shall comply with CALGreen (Part II of Title 24, California Code of Regulations).

PDF AES-4: Dimming: The Digital Display shall be fully dimmable and shall be controlled by a programmable timer so that luminance levels may be adjusted according to the time of day and ambient light conditions.

PDF AES-5: Brightness: The Digital Display shall have a nighttime brightness no greater than 400 candelas per square meter and a daytime brightness no greater than 7,000 candelas per square meter. The displays shall transition smoothly at a consistent rate from the permitted daytime brightness to the permitted nighttime brightness levels, beginning 45 minutes prior to sunset and concluding 20 minutes after sunset, and at all times when the ambient light is less than 100 footcandles.

PDF AES-6: Ground Spillage: When measured at ground level from any residential property other than the property on which the Digital Display is located, the Digital Display shall not under any circumstance increase the total amount of measurable light more than 8 LUX above the ambient-light level that exists when the Digital Display is extinguished.

PDF AES-7: Interior Spillage: When measured from any location within the building, the Digital Display shall not increase the total amount of measurable light more than 5 LUX

above the ambient-light level that exists when the Digital Display is extinguished.

PDF AES-8: Refresh Rate: The Digital Display would operate under unrestricted refresh rates and shall permit images, videos, animation, parts and/or illumination that flash, change, move, stream, scroll, blink or otherwise incorporate motion to change at an unrestricted rate.

PDF AES-9: Hours of Operation: The Digital Display may be illuminated between the hours of 6:00 a.m. to 2:00 a.m.

PDF AES-10: Animation and Motion: Flashing, strobing, racing effects, and animation that may resemble red or blinking intermittent light or other traffic control devices shall be prohibited.

PDF AES-10: Screen Freezing: The Digital Display shall be equipped with a default system backup server system in the case of a malfunction of the primary server.

ENVIRONMENTAL

MM CUL-1: Inadvertent discovery of an Archaeological Resource. Before ground disturbing activities are initiated on the Project site, the construction personnel conducting the activities shall be notified of the potential for archaeological resources, and the protocols to be implemented in the event of a discovery. Ground disturbing work includes but is not limited to activities such as excavation, grading, digging, trenching, plowing, drilling, tunneling, stripping, and clearing where the ground disturbance exceeds 3.0 feet. In the event that an archaeological resource is observed during construction, all ground disturbing work in the immediate vicinity of the find should temporarily cease until a Qualified Archaeologist can evaluate the find as a historical resources pursuant to Public Resources Code (PRC) §5024.1 and California Code of Regulations Title 14, CEQA Guidelines §15064.5 of the CEQA Guidelines. A Qualified Archaeologist is one who meets the Secretary of the Interior Professional Qualification Standards in archeology. The Qualified Archaeologist or an archaeologist working under their direction would have the authority to stop or divert construction excavation elsewhere on the site while the find is being assessed. Upon discovery, the project proponent will notify the City of Gardena (the City). At the direction of the project proponent and in consultation with the City, the Qualified Archaeologist shall prepare plans for feasible mitigation of impacts to the find, pursuant to Section 15064.5 of the State CEQA Guidelines §15064.5.

MM GEO-1: Retain a Project Paleontologist and Prepare a Monitoring Plan: A Project Paleontologist shall prepare a Paleontological Resources Monitoring and Mitigation Plan (PRMMP). A Project Paleontologist is defined as one who meets the Society of Vertebrate Paleontology (SVP) standards for a Qualified Professional Paleontologist. The PRMMP shall conform to SVP standards and address the specifics of monitoring and procedures to follow in the event of a fossil discovery. The PRMMP shall include a repository

agreement with an accredited paleontological repository, such as the Natural History Museum of Los Angeles County. The PRRMP shall also include a Worker's Environmental Awareness Program that shall describe the legal requirements for preserving fossil resources, procedures to follow in the event of a fossil discovery, and other relevant sections of the PRMMP. This training program shall be given to the crew before ground-disturbing work commences and shall include handouts to be given to new workers.

MM GEO-2: Monitor for Paleontological Resources: Monitoring shall be conducted by a Paleontological Monitor, defined as one who meets the SVP standards for a Paleontological Resource Monitor. The Paleontological Monitor shall be under the supervision of the Project Paleontologist. As defined in the PRMMP, Paleontological monitoring shall include inspection of exposed sedimentary units during active excavations within sensitive geologic sediments that occur in previously undisturbed sediment, which has been estimated as any portion of the Project site where excavation exceeds 0.9 m (3 .0 feet) in depth. The frequency of monitoring shall be based on consultation with or periodic inspection by the Project Paleontologist and shall depend on the rate of excavation and grading activities and the materials being excavated.

MM GEO-3: Evaluate and Treat Fossil Discoveries: In the event of a fossil discovery work shall cease in a 15-m (50-foot) radius of the find while the Project Paleontologist assesses the significance of the fossil and documents its discovery. Work outside this radius may continue. Should the fossil be determined significant, it shall be salvaged following the procedures and guidelines of the SVP and recommendations of the Project Paleontologist. Recovered fossils shall be prepared to the point of curation, identified by qualified experts, listed in a database to facilitate analysis, and repositied with the paleontological curation facility identified in the PRMMP. The Project Paleontologist shall prepare a report of the monitoring work and any findings after construction is completed.

MM HAZ-1: Prior to issuance of a Building Permit, the building plans shall include an impermeable vapor membrane (or equivalent). The building plans shall be submitted to the City for review and approval prior to commencement of construction activities. The impermeable vapor membrane shall not underlie non-slab areas, such as landscaping and the dog run area, because these spaces are not enclosed. The local Building Department would have oversight/sign-off responsibility for the vapor barrier.

MM HAZ-2: Prior to issuance of a demolition permit of the on-site structure, preparation of a construction management plan addressing procedures and requirements for responding to disturbance of undocumented contaminated soil shall be required. The construction management plan shall be submitted to the City for review and approval prior to commencement of construction activities.

MM NOI-1: A temporary and impermeable sound barrier shall be constructed along the Project eastern property line prior to construction and shall remain during construction. The temporary sound barrier shall be a minimum of 8.0-feet high and shall have a minimum Sound Transmission Class rating of STC-25. The sound barrier must be designed to meet a minimum 10dB(A) attenuation.

MM TRAN-1: Construction Transportation Plan: The contractor shall prepare a detailed Construction Transportation Plan (CTP) for the purpose of minimizing the impact of construction and construction traffic on adjoining and nearby roadways in close consultation with the City. The City shall review and approve the CTP before the contractor commences any construction activities. This plan shall address, in detail, the activities to be carried out in each construction phase, with the requirement of maintaining traffic flow during peak travel periods. Such activities include, but are not limited to, the routing and scheduling of materials deliveries, materials staging and storage areas, construction employee arrival and departure schedules, employee parking locations, and temporary road closures, if any. The CTP shall provide traffic controls pursuant to the California Manual on Uniform Traffic Control Devices sections on temporary traffic controls (Caltrans 2012) and shall include a traffic control plan that includes, at a minimum, the following elements:

- Temporary signage to alert drivers and pedestrians to the construction zone.
- Flag persons or other methods of traffic control.
- Traffic speed limitations in the construction zone.
- Temporary road closures and provisions for alternative access during the closure.
- Detour provisions for temporary road closures—alternating one-way traffic would be considered as an alternative to temporary closures where practicable and where it would result in better traffic flow than would a detour.
- Identified routes for construction traffic.
- Provisions for safe pedestrian and bicycle passage or convenient detour.
- Provisions to minimize access disruption to residents, businesses, customers, delivery vehicles, and buses to the extent practicable—where road closures are required during construction, limit to the hours that are least disruptive to access for the adjacent land uses.
- Provisions for 24-hour access by emergency vehicles.
- Safe vehicular and pedestrian access to local businesses and residences during construction. The plan shall provide for scheduled transit access where construction would otherwise impede such access. Where an existing bus stop is within the work zone, the design-builder shall provide a temporary bus stop at a safe and convenient location away from where construction is occurring in close coordination with the transit operator. Adequate measures shall be taken to separate students and parents walking to and from the temporary bus stop from the construction zone.
- Advance notification to the local school district of construction activities and rigorously maintained traffic control at all school bus loading zones, to provide for the safety of schoolchildren. Review existing or planned Safe Routes to Schools

with school districts and emergency responders to incorporate roadway modifications that maintain existing traffic patterns and fulfill response route and access needs during Project construction operations.

- Identification and assessment of the potential safety risks of Project construction to children, especially in areas where the Project is located near homes, schools, daycare centers, and parks.
- Promotion of child safety within and near the Project area. For example, crossing guards could be provided in areas where construction activities are located near schools, daycare centers, and parks.
- CTPs would consider and account for the potential for overlapping construction projects.

MM TRAN-2: Emergency Vehicle Access: Emergency vehicle access shall be maintained at all times to the construction worksite and adjacent businesses. Emergency vehicle access will be maintained at all times to and from fire stations, hospitals, and medical facilities near the construction site and along the haul routes. Construction activities, road closures, and lane closures will be coordinated with local law enforcement and fire department officials prior to implementation. The implementation of these measures would provide emergency vehicle access to the construction worksite and adjacent businesses and require that construction activities be coordinated with City law enforcement and fire department officials prior to implementation.

MM TCR-1: Retain a Native American Monitor/Consultant: Prior to ground-disturbing construction activities, the Project Applicant shall retain and compensate for the services of a Tribal Monitor/Consultant who is ancestrally affiliated with the Project area, approved by the Gabrieleño Band of Mission Indians-Kizh Nation Tribal Government, and listed under the Native American Heritage Commission's (NAHC) Tribal Contact list for the Project area. Applicant shall obtain this list from the NAHC. A Native American Monitor shall be retained by the Lead Agency or Project owner to be on-site to monitor all project-related, ground-disturbing construction activities (i.e., boring, grading, excavation, potholing, trenching, etc.). A monitor associated with one of the NAHC recognized Tribal governments, which have commented on the Project shall provide the Native American Monitor. The Monitor/Consultant shall only be present on-site during the construction phases that involve ground disturbing activities. Ground disturbing activities are defined by the Gabrieleño Band of Mission Indians-Kizh Nation as activities that may include, but are not limited to, pavement removal, pot-holing or auguring, grubbing, tree removals, boring, grading, excavation, drilling, and trenching, within the Project area. The Tribal Monitor/Consultant shall complete daily monitoring logs that provide descriptions of the day's activities, including construction activities, locations, soil, and any cultural materials identified. The on-site monitoring shall end when the Project site grading and excavation activities are completed, or when the Tribal Representatives and Monitor/Consultant have indicated that the site has a low potential for impacting Tribal Cultural Resources.

MM TCR-2: Unanticipated Discovery of Tribal Cultural and Archaeological Resources: Upon discovery of any tribal cultural or archaeological resource, construction activities shall cease in the immediate vicinity of the find until the find can be assessed. All tribal cultural and archaeological resources unearthed by Project construction activities shall be evaluated by a qualified archaeologist and Tribal Monitor/Consultant; see MM TCR-8: Professional Standards below. If the resources are Native American in origin, the Gabrieleño Band of Mission Indians-Kizh Nation shall coordinate with the landowner regarding treatment and curation of these resources. Typically, the Tribe requests preservation in place or recovery for educational purposes. Work may continue on other parts of the Project while evaluation and, if necessary, additional protective mitigation takes place (State CEQA Guidelines § 15064.5 [f]). If a resource is determined by the qualified archaeologist to constitute a “historical resource” or “unique archaeological resource,” time allotment and funding sufficient to allow for implementation of avoidance measures, or appropriate mitigation, must be available. The treatment plan established for the resources shall be in accordance with State CEQA Guidelines § 15064.5(f) for historical resources.

MM TCR-3: Public Resources Code §21083.2(b) for unique archaeological resources. Preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. All tribal cultural resources shall be returned to the Tribe. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, if such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall be offered to the Tribe or a local school or historical society in the area for educational purposes.

MM TCR-4: Unanticipated Discovery of Human Remains and Associated Funerary Objects: Native American human remains are defined in PRC §5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in PRC §5097.98, are also to be treated according to this statute. Pursuant to Health and Safety Code § 7050.5, any discoveries of human skeletal material shall be immediately reported to the County Coroner and excavation halted until the coroner has determined the remains’ nature. If the coroner recognizes the human remains to be those of a Native American or has reason to believe that they are those of a Native American, he or she shall contact, by telephone within 24 hours, the NAHC and PRC §5097.98 shall be followed.

MM TCR-5: Resource Assessment & Continuation of Work Protocol: Upon discovery of human remains, the Tribal and/or Archaeological Monitor/Consultant shall immediately divert work at a minimum of 150 feet from the discovery and place an exclusion zone

around the discovery location. The Monitor/Consultant(s) shall then notify the Tribe, the qualified Archaeologist, and the construction manager who shall call the coroner. Work shall continue to be diverted, while the coroner determines whether the remains are human and subsequently Native American. The discovery shall be kept confidential and secure to prevent any further disturbance. If the finds are determined to be Native American, the coroner shall notify the NAHC as mandated by state law who shall then appoint a Most Likely Descendent (MLD).

MM TCR-6: Kizh-Gabrieleno Procedures for burials and funerary remains: If the Gabrieleno Band of Mission Indians – Kizh Nation is designated MLD, the Koo-nas-gna Burial Policy shall be implemented. To the Tribe, the term “human remains” encompasses more than human bones. In ancient as well as historic times, Tribal Traditions included, but were not limited to, the preparation of the soil for burial, the burial of funerary objects with the deceased, and the ceremonial burning of human remains. The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact. Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects.

MM TCR-7: Treatment Measures: If human remains/ceremonial objects are discovered, prior to continuation of ground disturbing activities, the landowner shall arrange a designated site location within the Project site footprint for the respectful reburial of the human remains/ceremonial objects. In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains shall be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. If this type of steel plate is not available, a 24-hour guard shall be posted outside of working hours. The Tribe shall make every effort to recommend diverting the Project and keeping the remains in situ and protected. If the Project cannot be diverted, it may be determined that burials shall be removed. The Tribe shall work closely with the qualified archaeologist to ensure that the excavation is treated carefully, ethically, and respectfully. If data recovery is approved by the Tribe, documentation shall be taken which includes at a minimum detailed descriptive notes and sketches. Additional types of documentation shall be approved by the Tribe for data recovery purposes. Cremations shall either be removed in bulk or by means as necessary to ensure completely recovery of all material. If the discovery of human remains includes four or more burials, the location is considered a cemetery and a separate treatment plan shall be created. Once complete, a final report of all activities is to be submitted to the Tribe and the NAHC. The Tribe does NOT authorize any scientific study or the utilization of any invasive and/or destructive diagnostics on human remains.

Each occurrence of human remains and associated funerary objects shall be stored using opaque cloth bags. All human remains, funerary objects, sacred objects, and objects of cultural patrimony shall be removed to a secure on-site container, if possible. These items shall be retained and reburied within six months of recovery. The site of reburial/repatriation shall be on the Project site but at a location agreed upon between the Tribe and the landowner at a site to be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered.

MM TCR-8: Professional Standards: Archaeological and Native American monitoring and excavation during construction shall be consistent with current professional standards. All feasible care to avoid any unnecessary disturbance, physical modification, or separation of human remains and associated funerary objects shall be taken. Principal personnel must meet the Secretary of Interior standards for archaeology and have a minimum of 10 years of experience as a principal investigator working with Native American archaeological sites in southern California. The Qualified Archaeologist shall ensure that all other personnel are appropriately trained and qualified.

BUILDING AND SAFETY

- BS1. **School Fees** – Applicant shall pay school impact fees to the Los Angeles Unified School District and provide proof of payment prior to issuance of building permits.
- BS2. **LA County Fire Department** – The Applicant/developer shall comply and obtain approvals from the LA County Fire Department based on the latest adopted Los Angeles County Fire Code and Fire Department requirements, as applicable.
- BS3. **Sprinklers** – Residential portions of the structures shall have fire protection via a sprinkler system under a NFPA 13R system. Parking portions of the structure shall have fire protection per a NFPA 13 system.
- BS4. **Property Maintenance** – The Applicant/developer shall maintain the property in a clean and orderly condition at all times and remove any graffiti from the site within 48 hours of its discovery in matching colors to the existing improvements.
- BS5. **Storm Water** – The Applicant/developer shall provide storm water management plan study prepared by a qualified engineer acceptable to the Building Official and the Engineering Division. Drainage from parking lots to the public right-of-way shall be filtered through a City approved filter system. The filter shall be located on the development property and maintained by the property owner.
- BS6. **Storm Water Pollution/Prevention Plan** – The Applicant/developer shall demonstrate that coverages has been obtained under California's General Permit for Stormwater Discharges Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the

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

No pollutants, including, but not limited to, sediment, chemicals, trash and contaminated storm water shall be discharged from private property into, or where they could be transported to, City property, the City's or County's storm drain system, streets, storm channels, or waterways, either during or after construction.

The project engineer shall prepare a memo listing short and long-term maintenance requirements, recommended frequency of maintenance, and details of maintenance, for each storm water feature to be installed. Roof drains and gutters shall be directed to landscaping or infiltration structure, unless to do so would result in foundation damage or slope instability, as verified by a statement to that effect, stamp and signature, by qualified engineer, on the improvement plans. All storm water that flows from paved areas of vehicle travel, maintenance, parking or uncovered outdoor storage, shall be filtered for trash, sediment, oil and grease, prior to discharge into City streets and storm drains.

The property owner(s) shall sign a statement accepting responsibility for the operation and proper maintenance of all the Stormwater Control Measures installed on-site, including but not limited to: storm chambers, storm water filters, gutters, landscaping and "No Dumping Drains to the River / Groundwater" stencils or markers on storm drain inlets, in a form acceptable to the City Attorney, which shall be recorded prior to issuance of occupancy permit for the project.

- BS7. **Hydrology/Hydraulic Study** – The Applicant/developer shall provide a complete hydrology and hydraulic study prepared by a qualified engineer to the satisfaction of the Building Official.
- BS8. **Soils Report** – The Applicant/developer shall provide a geotechnical investigation report prepared by a qualified engineer to the satisfaction of the Building Official and shall comply with the recommendations and revisions deemed necessary by the City's Building Official.
- BS9. **Grading** – The Applicant/developer shall grade the subject property in accordance with the Grading Ordinance and to the satisfaction of the Building Official. A grading plan shall be submitted by the Applicant/developer for review and approval. Grading shall be in substantial conformance with the proposed grading that is approved by the Planning Commission. Surety shall be posted to the satisfaction of the Building Official and the City Attorney guaranteeing completion of grading within the project.

- BS10. **Final Water Quality Management Plan** – The Applicant/developer shall submit a Final Priority WQMP to the Building Division for review and approval. This plan shall be in conformance with all current NPDES requirements. The WQMP must implement Low Impact Development (LID) principles such that projects infiltrate, harvest, re-use, evapotranspire, or biotreat storm water runoff. Prior to Issuance of Occupancy Permits, privately owned LID features and facilities, and on-site treatment structures and controls shall be inspected by the designing engineer to ensure they are properly in place, per the approved plans. As-built plans shall be produced, signed and stamped by the engineer or a letter issued with signature, date and stamp, verifying the proper installation of the project SCMs, including, but not limited to: Infiltration basins or boxes and interceptors or other required storm water filters.
- BS11. **Site Lighting Plan** – The Applicant/developer shall submit a site lighting plan, with photometrics, for review and approval by the Building Official and the Director of Community Development or designee prior to the issuance of building permits. The plan shall ensure that all exterior lighting (i.e., parking areas, building areas, and entries) shall employ illumination in a manner that meets the approval of the Building Official and the Director of Community Development or designee before building permits are issued. All light fixtures shall be designed and located in a manner that does not allow spillover onto adjacent properties. Additionally, the exterior lighting fixtures shall be architecturally consistent with the design of the building, as reviewed and approved by the Director of Community Development or designee. This condition shall not apply to the Digital Display provided it complies with the Specific Plan requirements.
- BS12. **Utilities** – Each unit shall be separately metered for ALL metered utilities (Gas, Electric, Water).
- BS13. **Solar Requirements- Per 2019 CA Energy Code** - Developer shall install solar Photovoltaic (PV) system.
- BS14. **EV Stations** - Developer shall install Electric Vehicle charging stations.
- BS15. **Recycling Plan** – The Applicant/developer shall prepare construction and demolition waste recycling plans for review and approval by the Building Division. Applicant/developer shall enroll in the city's waste diversion program.
- BS16. **Building/Unit Addressing** – Permits are issued to the building address. Apply for addresses, in the CDD, prior to obtaining building permits.
- BS17. **Trash Enclosure**
- a. Trash Enclosure shall be sufficiently sized to separately accommodate Rubbish, Recycling waste, and Green Waste, per State of California Guidelines.
 - b. If outdoor, trash enclosures shall be covered with a solid roof, which is architecturally compatible with the other on-site buildings.
 - c. Trash enclosure doors shall be opaque.

- d. If outdoor, trash enclosure must be enclosed on three sides with a six-foot wall, which is architecturally compatible with the other on-site building.
 - e. Trash enclosure shall meet Fire code requirements for proximity to property lines and to buildings and shall be sprinklered as required.
- BS18. **Knox-Box Access** – Any Entry gates/doors shall have Knox box access or emergency keypad and emergency power back-up.
- BS19. **Perimeter Wall Plans** – The Applicant/developer shall submit for review and approval a plan to enclose the property with decorative masonry walls and decorative cap or wrought iron, with the design to be approved by the Director of Community Development or designee.
- BS20. **Asbestos (EIR COA HAZ-1)** – Prior to issuance of a demolition permit of the onsite structure, preparation of a demolition plan for the safe dismantling and removal of building components and debris including a plan for lead and asbestos abatement shall be required. The demolition plan shall be submitted to the City for review and approval prior to commencement of construction activities.

Prior to demolition activities, an asbestos survey shall be conducted by an Asbestos Hazard Emergency Response Act (AHERA) and California Division of Occupational Safety and Health (Cal/OSHA) certified building inspector to determine the presence or absence of asbestos-containing materials (ACMs). The sampling method to be used shall be based on the statistical probability that construction materials similar in color and texture contain similar amounts of asbestos. In areas where the material appears to be homogeneous in color and texture over a wide area, bulk samples shall be collected at discrete locations from within these areas. In unique or nonhomogeneous areas, discrete samples of potential ACMs shall be collected. The survey shall identify the likelihood that asbestos is present in concentrations greater than 1 percent in construction materials. If ACMs are located, abatement of asbestos shall be completed prior to any activities that would disturb ACMs or create an airborne asbestos hazard.

Asbestos removal shall be performed by a State certified asbestos containment contractor in accordance with the South Coast Air Quality Management District (SCAQMD) Rule 1403. Common asbestos abatement techniques involve removal, encapsulation, or enclosure. The removal of asbestos is preferred when the material is in poor physical condition and there is sufficient space for the removal technique. The encapsulation of asbestos is preferred when the material has sufficient resistance to ripping, has a hard or sealed surface, or is difficult to reach. The enclosure of asbestos is to be applied when the material is in perfect physical condition, or if the material cannot be removed from the site for reasons of protection against fire, heat, or noise.

- BS21. **Lead-Based Paint (EIR COA HAZ-2)** – If paint is separated from building materials (chemically or physically) during demolition of the structures, the paint waste shall be evaluated independently from the building material by a qualified

Environmental Professional. A portable, field X-ray fluorescence (XRF) analyzer shall be used to identify the locations of potential lead paint, and test accessible painted surfaces. The qualified Environmental Professional shall identify the likelihood that lead is present in concentrations greater than 1.0 milligrams per square centimeter (mg/cm²) in/on readily accessible painted surfaces of the buildings.

If lead-based paint is found, abatement shall be completed by a qualified Lead Specialist prior to any activities that would create lead dust or fume hazard. Potential methods to reduce lead dust and waste during removal include wet scraping, wet planning, use of electric heat guns, chemical stripping, and use of local High-Efficiency Particulate Air (HEPA) exhaust systems. Lead-based paint removal and disposal shall be performed in accordance with California Code of Regulation Title 8, §1532.1, which specifies exposure limits, exposure monitoring and respiratory protection, and mandates good worker practices by workers exposed to lead. Contractors performing lead-based paint removal shall provide evidence of abatement activities to the City Engineer.

BS22. **Construction** – Prior to approval of grading plans or prior to issuance of demolition, grading, and building permits, the following noise reduction techniques shall be included in the construction plans or specifications:

- Construction contracts specify that all construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers and other state required noise attenuation devices.
- The Project Applicant shall demonstrate to the satisfaction of the City's Building Official that construction noise reduction methods shall be used where feasible, including shutting off idling equipment.
- During construction, equipment staging areas shall be located such that the greatest distance is between the staging area noise sources and noise-sensitive receptors.
- Per Gardena Municipal Code Section 8.36.080, construction and grading activities shall not occur during the hours of 6:00 p.m. and 7:00 a.m. on weekdays; between the hours of 6:00 p.m. and 9:00 a.m. on Saturday; or any time on Sunday or a Federal holiday.

BS23. **Noise** – Prior to building permit issuance, the Project applicant will be required to demonstrate to the City of Gardena Building Division that the HVAC units proposed to be installed on-site would comply with the City's Noise Ordinance (Gardena Municipal Code Chapter 8.36). Building permit issuance is contingent upon satisfactory demonstration that the HVAC units would comply with the City's noise ordinance.

BS24. **Noise** – An acoustical analysis is required prior to the issuance of building permits for the Project to demonstrate compliance with City's Noise Ordinance (Gardena Municipal Code Chapter 8.36 and specifically Section 8.36.050, Interior noise standards). The interior noise study is required to be submitted to the City of Gardena Building Division for review and approval in conjunction

with building permit application review; building permit issuance is contingent upon satisfactory demonstration that interior noise levels would comply with the City's noise ordinance.

PUBLIC WORKS

- PW1. Applicant shall pay sewer fee in the amount of \$140 per unit.
- PW2. Applicant shall remove and replace all sidewalk fronting the property.
- PW3. Applicant shall remove and replace all curb and gutter fronting the property.
- PW4. Applicant shall remove all abandoned driveways and replace with new curb, gutter, and sidewalk fronting the property.
- PW5. Applicant shall plant street trees per the Public Works Department.
- PW6. Applicant shall remove and replace traffic markings fronting the property.
- PW7. Applicant shall re-paint existing curbs and install traffic signs fronting the property per City of Gardena.
- PW8. Applicant shall show all sidewalk structures on plans (i.e., poles, hydrants and traffic signal conduit)
- PW9. Applicant shall provide traffic control plans per W.A.T.C.H. (Work Area Traffic Control Handbook) or California M.U.T.C.D.
- PW10. Applicant shall provide street improvement plan showing all requirements. Street plans shall be designed and signed by a registered Civil Engineer.
- PW11. Applicant shall pay surety to be determined by the Public Works Department.
- PW12. Applicant shall obtain Public Works Encroachment/Excavation permit for any work done in the public right-of-way.
- PW13. Requirements are based on preliminary review only. Additional requirements may be imposed upon full plan submittal and review.

GOLDEN STATE WATER COMPANY

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

LOS ANGELES COUNTY SANITATION DISTRICTS

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

LOS ANGELES COUNTY FIRE DEPARTMENT

Land Development Unit

- FD1. The development of this project must comply with all applicable code and ordinance requirements for construction, access, water mains, fire flows, and fire hydrants.
- FD2. Every building constructed shall be accessible to Fire Department apparatus by way of access roadways with an all-weather surface of not less than 26 feet in width. The roadway shall be extended to within 150 feet of all portions of the exterior walls when measured by an unobstructed route around the exterior of the building. The roadway shall provide approved signs and/or stripping stating, "NO PARKING - FIRE LANE" and shall be maintained in accordance with the County of Los Angeles Fire Code.
- FD3. 503.1 .1 Buildings and facilities. Approved Fire Apparatus Access Roads shall be provided for every facility, building, or portion of a building hereafter constructed or moved into or within the jurisdiction. The Fire Apparatus Access Road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
- FD4. 503.2.1 .2 Commercial, industrial, and multifamily-residential developments. Fire Apparatus Access Roads for commercial, industrial, and multifamily-residential developments shall be installed and arranged in accordance with Sections 503.2.1.2.1 through 503.2.1 .2.2. For purposes of this section, the highest roof surface shall be determined by measurement of the vertical distance between the access roadway and the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater.
- FD5. 503.2.1.2.2 Where the highest roof surface exceeds 30 feet. For buildings where the vertical distance between the access roadway and the highest roof surface exceeds 30 feet, an approved Fire Apparatus Access Roadway with a minimum width of 26 feet, exclusive of shoulders, shall be provided in the immediate vicinity of the building or portion thereof. This roadway shall have an unobstructed clearance of clear to the sky.
- FD6. Every building constructed shall provide an adequate water supply for fire protection purposes. The fire hydrant spacing shall be 300 feet and plotted by the County of Los Angeles Fire Department. Fire Flow requirements shall be determined upon submittal to the County of Los Angeles Fire Department's Fire Prevention, Land Development Unit. Actual fire flow will be determined utilizing the County of Los Angeles Fire Code Appendix B, Table B 105.1.

- FD7. An approved fire sprinkler system in the proposed building in compliance with applicable codes and regulations will qualify for a fire flow reduction as outlined Table B 105.1 of the County of Los Angeles Fire Code.
- FD8. 507.1 Required water supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises on which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction.
- FD9. 507.3 Fire Flow. Fire flow requirements for buildings or portions of buildings and facilities shall be determined by an approved method or Appendix B.
- FD10. Fire Hydrant spacing for the proposed development shall be 300 feet. The County of Los Angeles Fire Department shall plot required fire hydrants as required to meet the spacing requirements.
- FD11. 503.2.1.2.2.1 Proximity to Building. At least one required access route meeting this condition shall be located such that the edge of the Fire Apparatus Access Roadway, not including shoulder, that is closest to the building being served, is between 10 feet and 30 feet, from the building, as determined by the fire code official, and shall be positioned parallel to one entire side of the building. The side of the building on which the Fire Apparatus Access Road is positioned shall be approved by the fire code official.
- FD12. 503.2.1.2.2.2 Obstructions. Overhead utility and power lines shall not be located over the Fire Apparatus Access Road or between the fire apparatus road and the building. Other obstructions shall be permitted to be placed with the approval of the fire code official.
- FD13. The proposed development shall comply with the County of Los Angeles Fire Department Regulation No. 27. Requirements for Building, Construction, and Land Use Within or Adjacent to High Voltage Transmission Lines.
- FD14. 503.2.4 Turning radius. The minimum turning radius shall be not less than 32 feet, measured at the centerline of the required access roadway. Clearly indicate the turning radius on the site plan for all turns associated with on-site Fire Department access.
- FD15. 503.2.3 Surface. Facilities, buildings, or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved Fire Apparatus Access Road that is designed and maintained with an asphalt, concrete, or other approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.
- FD16. 503.2.2.1 Dimensions maintained. The dimensions of approved fire apparatus roads shall be maintained as originally approved by the fire code official.

- FD17. 503.6 Gates. The installation of security gates across a Fire Apparatus Access Road shall be approved by the fire code official. Where security gates are installed they shall have an approved means of emergency operation.
- FD18. Gates securing the Fire Apparatus Access Roads shall comply with all of the following criteria:
- a. Where a single gate is provided, the gate width shall not be less than 20 feet, except on a fire apparatus roadway approved to be a lesser width, in which case the gate shall not restrict that width. Where a fire apparatus road consists of a divided roadway, the gate width shall not be less than 15 feet for residential use and 20 feet for commercial/industrial uses.
 - b. Gates shall be of the swinging or sliding type.
 - c. Construction of gates shall be of materials that allow manual operation by one person.
 - d. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.
 - e. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be approved by the fire code official.
 - f. Methods of locking shall be submitted for approval by the fire code official.
 - g. Electric gate operators, where provided, shall be listed in accordance with UL 325.
 - h. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F2200.
- FD19. 503.2.9 Area of firefighting operations. The area of firefighting operations shall not be located underneath high voltage transmission lines.
- FD20. 503.3 Marking and signage. Where required by the fire code official, approved signs or other approved notices or markings that include the words "NO PARKING – FIRE LANE" shall be provided for Fire Apparatus Access Roads to identify such roads, to clearly indicate the access to such roads, or to prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. A no-parking designation shall meet the requirements of California Vehicle Code Section 22500.1 and be approved by the fire code official.

- FD21. Signs shall have a minimum dimension of 12 inches wide by 18 inches high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the Fire Apparatus Access Road as required.
- FD22. 503.4 Obstruction of Fire Apparatus Access Roads. Fire Apparatus Access Roads shall not be obstructed in any manner, including by the parking of vehicles or the use of traffic calming devices, including but not limited to, speed bumps or speed humps. The minimum widths and clearances established in Sections 503.2.1 and 503.2.2 shall be maintained at all times.
- FD23. 503.4.1 Traffic calming devices. Traffic calming devices, including but not limited to, speed bumps and speed humps shall be prohibited unless approved by the fire code official.
- FD24. 504.1 Required access. Exterior doors and openings required by this code or the California Building Code shall be maintained readily accessible for emergency access by the fire department. An approval access walkway leading from Fire Apparatus Access Roads to exterior openings shall be provided for where required by the fire code official.
- FD25. 504.5 Rooftop barriers and parapets. No person shall install any security barrier, visual barrier screen, or other obstruction on; the roof of any building in such a manner as to obstruct firefighter ingress or egress in the event of fire or other emergency. Parapet shall not exceed 36 inches on at least two sides of the building. These sides should face an access roadway or yard sufficient to accommodate ladder operations.
- FD26. 505.1 Address identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches high with a minimum stroke width of $\frac{1}{2}$ inch. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.
- FD27. 505.1.1 Multiple residential and commercial units. Multiple residential and commercial units having entrance doors not visible from the street or road shall have, in addition to the requirements of Section 505.1 above, approved numbers

grouped for all units within each structure and positioned to be plainly visible from the street or road. Said numbers may be grouped on the wall of the structure or on a mounting post independent of the structure.

- FD28. 507.5.4 Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

Forestry Division

- FD29. The statutory responsibilities of the County of Los Angeles Fire Department's Forestry Division include erosion control, watershed management, rare and endangered species, vegetation, fuel modification for Very High Fire Hazard Severity Zones, archeological and cultural resources, and the County Oak Tree Ordinance. Potential impacts in these areas should be addressed.

GARDENA POLICE DEPARTMENT

- PD1. Install one surveillance camera at the entrance of the development. Surveillance cameras shall be maintained by the property owner and recordings should be kept for a minimum of 30 days.
- PD2. The builders shall use Crime Prevention Through Environmental Design (CPTED) measures including good lighting around the exterior of buildings and parking areas, eliminating blind spots caused by landscaping, and preventing areas prone to graffiti from being targeted by planting landscaping that create barriers.

Din/Cal 4, Inc. certifies that it has read, understood, and agrees to the Project Conditions listed herein.

Din/Cal 4, Inc., Representative

By _____

Dated _____

Exhibit C

Proposed Zone Change #1-20



Adopted Zone Change #1-20

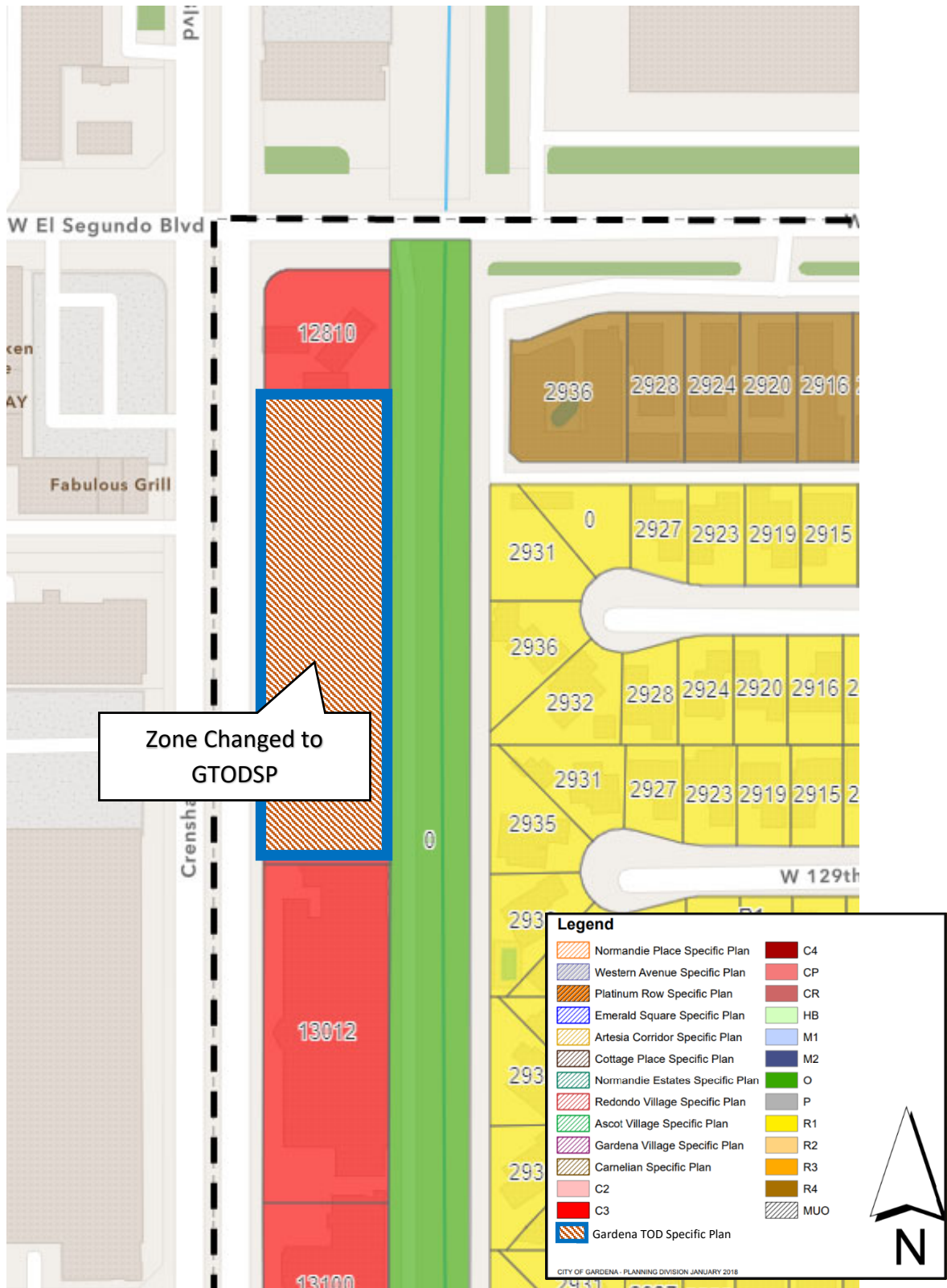


Exhibit D

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF GARDENA
1700 W. 162nd Street
Gardena, California 90247

Space Above Reserved for Recorder's Use

EXEMPT FROM RECORDER'S FEES
Pursuant to Government Code § 6103

DEVELOPMENT AGREEMENT
BY AND AMONG
THE CITY OF GARDENA
AND
DIN/CAL 4, INC.

THIS AGREEMENT SHALL BE RECORDED WITHIN TEN DAYS OF EXECUTION BY ALL PARTIES HERETO PURSUANT TO THE REQUIREMENTS OF GOVERNMENT CODE §65868.5.

TABLE OF CONTENTS

1.	Definitions.	1
2.	Recitals.....	3
3.	Binding Effect.....	4
3.1	Constructive Notice and Acceptance.	4
3.2	Rights to Assign and Transfer.....	4
3.3	Liabilities Upon Transfer.	4
3.4	Resumption of Rights.....	5
4.	Development of the Property.....	5
4.1	Permitted Uses and Design and Development Standards.	5
4.2	Entitlement to Develop.....	5
4.3	Building Regulations.....	5
4.4	Subsequent Rules.	5
4.5	Fees, Exactions, Mitigation Measures, Conditions, Reservations and Dedications.	5
4.6	Use of Easements.	6
4.7	Timing of Development.	6
4.8	Moratorium.....	6
4.9	Term.	7
4.10	Term of Map(s) and Other Project Approvals.....	7
4.11	Future Approvals.	7
4.12	Site Plan Review.....	8
4.13	Issuance of Building Permits.....	8
5.	Developer Agreements.....	8
5.1	General.	8
5.2	Digital Display.	9
5.3	Development Fees.....	10
5.4	Maintenance Obligations.....	11
5.5	Sales and Use Tax.	11
5.6	Local Hire.....	11
6.	City Agreements.	11

6.1	Expedited Processing.	11
6.2	Processing Cooperation and Assistance.	12
6.3	Processing During Third-Party Litigation.	12
6.4	Performance of Director Duties.	12
6.5	No Amendment to Specific Plan.	12
7.	Modification/Suspension.	12
8.	Demonstration of Good Faith Compliance.	13
8.1	Review of Compliance.	13
8.2	Good Faith Compliance.	13
8.3	City Report - Information to be Provided to Developer.	13
8.4	Developer's Report.	13
8.5	Notice of Non-Compliance; Cure Rights.	13
8.6	Public Notice of Finding.	13
8.7	Failure of Periodic Review.	13
9.	Excusable Delays.	14
10.	Default Provisions.	14
10.1	Default.	14
10.2	Content of Notice of Violation.	14
10.3	Remedies for Default.	15
10.4	Resolution of Disputes.	15
10.5	Attorney's Fees and Costs.	15
11.	Mortgagee Protection.	15
11.1	Mortgage Not Rendered Invalid.	15
11.2	Request for Notice to Mortgagee.	16
11.3	Mortgagee's Time to Cure.	16
11.4	Cure Rights.	16
11.5	Bankruptcy.	16
11.6	Disaffirmation.	16
12.	Estoppel Certificate.	16
13.	Administration of Agreement.	17
13.1	Appeal of Staff Determinations.	17
13.2	Operating Memoranda.	17
13.3	Certificate of Performance.	17

14.	Amendment or Termination by Mutual Consent.	18
15.1	Indemnification.....	18
15.2	Defense of Agreement.	18
16.	Cooperation in the Event of Legal Challenge.....	18
16.1	Third-Party Challenges.....	18
16.2	Third-Party Challenges Related to the Applicability of City Laws.....	19
17.	Time of Essence.....	20
18.	Effective Date.	20
19.	Notices.	20
20.	Entire Agreement.	21
21.	Waiver.....	21
22.	Supersession of Subsequent Laws of Judicial Action.....	21
23.	Severability.	21
24.	Relationship of the Parties.	21
25.	No Third-Party Beneficiaries.....	21
26.	Recordation of Agreement and Amendments.....	22
27.	Cooperation Between City and Developer.	22
28.	Rules of Construction.	22
29.	Joint Preparation.	22
30.	Governing Law and Venue.	22
31.	Counterparts.....	22
32.	Weekend/Holiday Dates.	22
33.	Not a Public Dedication.	22
34.	Releases.....	23
35.	Consent.	23

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is made and entered into by and among the CITY OF GARDENA, a municipal corporation (“City”) and Din/Cal 4, Inc., a Texas corporation authorized to do business in California (“Developer”) as of this ____ day of _____, 2021. City and Developer are referred to hereinafter individually as “Party” and collectively as “Parties.” In consideration of the mutual covenants and agreements contained in this Agreement, City and Developer agree as follows:

1. Definitions. Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this Agreement. Words and phrases not defined in this Section will have the meaning set forth in this Agreement, the Gardena Municipal Code, or in common usage.

“Applicable Rules” means:

- The Gardena General Plan, as it existed on the Approval Date, as modified by the Project Approvals;
- The Gardena Municipal Code, as it existed on the Approval Date, as modified by the Project Approvals;
- Such other laws, ordinances, rules, regulations, and official policies governing permitted uses of the property, density, design, improvement, development fees, and construction standards and specifications applicable to the development of the Property in force at the time of the Effective Date, which are not in conflict with this Agreement.

“Approval Date” means _____, 2021, the date on which the last of the Project Approval applications were approved by the City Council.

“Approved Plans” means a plan for any aspect of the Project, including, without limitation, the Site Plan, signage plans, and landscaping and irrigation plans, which are approved by the City in accordance with the Applicable Rules, and Project Approvals.

“Building Regulations” means those regulations set forth in Title 15 of the GMC.

“CEQA” means the California Environmental Quality Act, Public Resources Code § 21000 *et seq.*

“CEQA Guidelines” means the regulations implementing CEQA which have been adopted by the State and found at Title 14 of the California Code of Regulations, § 150000 *et seq.*

“City” means the City of Gardena, a municipal corporation.

“City Council” means the City Council of the City of Gardena.

“Developer” means Din/Cal 4, Inc., a Texas corporation authorized to do business in California, and its transferees, assigns and successors in interest.

“Development Standards” means the design and development standards that are applicable to the Project as set forth in the Specific Plan.

“Director” means the Director of Community Development or his designee.

“Effective Date” means the date on which the Enabling Ordinance becomes effective in accordance with Government Code § 36937.

“GMC” means the Gardena Municipal Code.

“Enabling Ordinance” means Ordinance No. XXX, approving this Development Agreement.

“Future Approvals” means such subsequent discretionary and ministerial entitlements, including a lot line adjustment, permits, which are required to develop the Project in addition to the Project Approvals, and which are applied for by the Developer and approved by the City. Once approved, a Future Approval becomes part of the Project Approvals.

“Party” means the City or the Developer.

“Parties” shall mean both the City and the Developer.

“Person” means a natural person or any entity.

“Project” means the development of the Property in accordance with the Project Approvals.

“Project Approvals” means:

- Final Environmental Impact Report (FEIR) No. EA-1248, as certified by Resolution No. _____ on ____;
- Mitigation Monitoring Program for FEIR No. EA-1248, as adopted by Resolution No. _____ on ____;
- General Plan Amendment No. 1-20, as approved by Resolution No. _____ on _____, including a change in the Land Use Map;
- Gardena Transit Oriented Development Specific Plan No. 1-20, as adopted by Ordinance No. XXX on _____;
- Zone Change No. 1-20, as approved by Ordinance No. _____ on _____, including a change in the Zoning Map;
- Zoning Code Amendment No. 3-20, as approved by Ordinance No. XXX on _____;
- Site Plan Review No. 1-20, as approved by Ordinance No. _____ on _____; and
- This Development Agreement #1-20 as approved by Ordinance No. _____ on _____.

“Property” refers to that approximate 1.33 acres which is described in Exhibit A, attached hereto, and incorporated herein by reference.

“Site Plan” refers to the development plans for the Gardena Transit Oriented Development

Specific Plan Area as shown on Exhibit B, attached hereto, and incorporated herein by reference.

“Specific Plan” or “GTODSP” means the Gardena Transit Oriented Development Specific Plan.

“Subsequent Rules” means any changes to the Applicable Rules made after the Approval Date, including, without limitation, any change by means of an ordinance, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the City Council, the Planning Commission or any other board, agency, commission or department of the City, or any officer or employee thereof, or by the electorate, which would, absent this Agreement, otherwise apply to the Property.

“Transferee” means a Person which assumes in whole or in part the rights and obligations under this Agreement with respect to all or a portion of the Property.

2. Recitals. This Agreement is made with respect to the following facts and for the following purposes, each of which is acknowledged as true and correct by the Parties:

2.1 Pursuant to Government Code § 65865 *et seq.*, the City is authorized to enter into a binding contractual agreement with any person having a legal or equitable interest in real property for the development of such property.

2.2 Developer has a legal or equitable interest in the Property.

2.3 Developer desires to redevelop the Property in accordance with the GTODSP.

2.4 By this Agreement, each Party desires to obtain the binding agreement of the other Party to develop the Property in accordance with the Project Approvals, Applicable Rules, and this Agreement. In consideration thereof, the City agrees to limit the future exercise of certain of its governmental and proprietary powers to the extent specified in this Agreement.

2.5 City and Developer have acknowledged and agreed that the consideration that is to be exchanged pursuant to this Agreement is fair, just, and reasonable.

2.6 The Project is consistent with the City’s General Plan, as amended pursuant to the Project Approvals (the “General Plan”).

2.7 Development of the Project has, and will continue to, further the comprehensive planning objectives contained within the General Plan, and will result in public benefits, including, among others, the following:

2.7.1 Providing needed housing;

2.7.2 Providing fiscal benefits to City’s general fund in terms of increased utility, business license, and property and sales tax revenues;

2.7.3 Providing short-term construction employment within City, and

2.7.4 Providing a percentage of the net profits of advertising revenue generated from the Project's digital signage display as more specifically outlined in Section 5.2 below.

2.7.5 Providing a Local Hiring and Local Buying Program, as outlined in Exhibit D.

2.8 On April 6, 2021, the Planning Commission of the City commenced a duly noticed public hearing on the Project Approvals. At the conclusion of the hearing, the Planning Commission recommended that the City Council approve the Project Approvals.

2.9 On _____, 2021, the City Council commenced a duly noticed public hearing on the Project Approvals. Prior to approving this Agreement by the Enabling Ordinance, the City Council adopted Resolution No. ____ approving the FEIR.

2.10 All of the Property is subject to this Agreement.

3. Binding Effect. The burdens of this Agreement are binding upon, and the benefits of the Agreement inure to, the City and the Developer and each successive transferee, assign and successor in interest thereto and constitute covenants that run with the land. Any and all rights and obligations that are attributed to the Developer under this Agreement shall run with the land.

3.1 Constructive Notice and Acceptance. Every Person who acquires any right, title, or interest in or to any portion of the Property in which the Developer has a legal interest is, and shall be, conclusively deemed to have consented and agreed to be bound by this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such Person acquired such right, title or interest.

3.2 Rights to Assign and Transfer. Developer may assign or transfer its rights and obligations under this Agreement with respect to the Property, or any portion thereof, to any person at any time during the term of this Agreement without approval of the City. For purpose of this Agreement, the Transferee must be considered the "owner" of that portion of the Property which is covered by such transfer.

3.3 Liabilities Upon Transfer. Upon the delegation of the duties and obligations under this Agreement and the sale, transfer or assignment of all or any portion of the Property, Developer will be automatically released from its obligations under this Agreement with respect to the Property, or portion thereof, so transferred arising prior and subsequent to the effective date of such transfer, if: (i) Developer has provided to the City prior or subsequent written notice of such transfer; and (ii) the Transferee has agreed in writing to be subject to all of the provisions hereof applicable to the portion of the Property so transferred by executing an Assignment and Assumption Agreement in the form of Exhibit C attached hereto and incorporated herein by reference. Upon any transfer of any portion of the Property and the express assumption of Developer's obligations under this Agreement by such Transferee, the City agrees to look solely to the Transferee for compliance by such Transferee with the provisions of this Agreement as such provisions relate to the portion of the Property acquired by such Transferee. Any such Transferee shall be entitled to the benefits of this Agreement as "Developer" hereunder and shall be subject

to the obligations of this Agreement applicable to the parcel(s) transferred. A default by any Transferee shall only affect that portion of the Property owned by such Transferee and shall not cancel or diminish in any way Developer's rights hereunder with respect to any portion of the Property not owned by such Transferee. The Transferee shall be responsible for satisfying the good faith compliance requirements set forth in Section 8 below relating to the portion of the Property owned by such Transferee, and any amendment to this Agreement between the City and a Transferee shall only affect the portion of the Property owned by such Transferee.

3.4 Resumption of Rights. If Transferee defaults with respect to any provision of this Agreement, Developer may, but is not obligated to, resume Transferee's obligations upon written notification to City.

4. Development of the Property. The following provisions, in addition to the Applicable Rules, shall govern the development and use of the Property.

4.1 Permitted Uses and Design and Development Standards. The permitted, administratively permitted, and conditionally permitted uses of the Property, as well as the Development Standards, are set forth in the Project Approvals and Applicable Rules.

4.2 Entitlement to Develop. The Developer is granted the vested right to develop the Project subject to the Applicable Rules, the Project Approvals, and any Future Approvals.

4.3 Building Regulations. Notwithstanding Section 4.4 below, all construction on the Property shall adhere to the Building Regulations in effect at the time an application for a building permit is submitted and to any federal or state building requirements that are then in effect at such time. Additionally, nothing in this Agreement prevents the City from applying "standard specifications" for public improvements (e.g., streets, storm drainage, parking lot standards, driveway widths), as the same may be adopted or amended from time to time by the City, provided that the provisions of any such standards and specifications apply only to the extent they are in effect on a Citywide basis and so long as they do not conflict with the provisions of the Specific Plan.

4.4 Subsequent Rules. Subsequent Rules cannot be applied by the City to any part of the Property unless the Developer gives the City written notice of its election to have such Subsequent Rule applied to the Property, in which case such Subsequent Rule is deemed to be an Applicable Rule.

4.5 Fees, Exactions, Mitigation Measures, Conditions, Reservations and Dedications.

4.5.1 Subject to Sections 4.5.2, 4.5.3, and 5.2 of this Agreement, all fees, exactions, mitigation measures, conditions, reservations, and dedications of land for public purposes that are applicable to the Project are set forth in the Applicable Rules, the Project Approvals, and this Agreement.

4.5.2 Except as otherwise provided in this Agreement, and specifically excluding fees set by entities not controlled by the City that are collected by the City, the City can only charge and impose those fees and exactions, including, without limitation, dedication and any other fee

relating to development or the privilege of development, which are in effect on a City-wide basis as of the Effective Date.

4.5.3 The Developer must pay the amount of the fees that are in effect at the time of application for the building permit pursuant to, or such subsequent resolutions as may be adopted by the City Council in accordance with applicable procedures, but shall not be required to pay any new impact fees that are not in effect at the time of Project Approvals.

4.5.4 This Section 4.5 shall not be construed to limit the authority of the City to charge normal and customary application, processing, and permit fees, including legal and environmental processing costs, for land use approvals, building permits and other similar permits, for Future Approvals, which fees are designed to reimburse City's actual expenses attributable to such application, processing and permitting and are in force and effect on a City-wide basis at such time as applications for such approvals are filed with the City.

4.6 Use of Easements. Notwithstanding the provisions of the Applicable Rules, easements dedicated for vehicular and pedestrian use shall be permitted to include easements for underground drainage, water, sewer, gas, electricity, telephone, cable, and environmental remediation and other utilities and facilities so long as they do not unreasonably interfere with pedestrian and/or vehicular use.

4.7 Timing of Development. In *Pardee Construction Co. v. City of Camarillo (Pardee)*, 37 Cal.3d 465 (1984), the California Supreme Court held that the failure of the parties therein to provide for the timing or rate of development resulted in a later-adopted initiative restricting the rate of development to prevail against the parties' agreement. City and Developer intend to avoid the result in *Pardee* by acknowledging and providing that Developer shall have the right, without obligation, to develop the Property in such order and at such rate and times as Developer deems appropriate within the exercise of its subjective business judgment subject to the terms of this Agreement.

In furtherance of the Parties' intent, as set forth in this Section, no future amendment of any existing City ordinance or resolution, or future adoption of any ordinance, resolution, or other action, that purports to limit the rate or timing of development over time or alter the sequencing of development phases, whether adopted or imposed by the City Council or through the initiative or referendum process, shall apply to the Property. However, nothing in this Section shall be construed to limit City's right to enforce Developer's obligation pursuant to this Agreement to provide any infrastructure required by the Project Approvals and this Agreement.

4.8 Moratorium.

4.8.1 The City shall not impose a moratorium on the Property unless such is necessary to protect a significant threat to the immediate health, safety and welfare of the City.

4.8.2 Except as provided in Section 4.8.1 above, no City-imposed moratorium or other limitation (whether relating to the rate, timing or sequencing of the development or construction of all or any part of the Property, whether imposed by ordinance, initiative, resolution,

policy, order or otherwise, and whether enacted by the City Council, an agency of the City, the electorate or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), building permits, occupancy certificates, or other entitlements to use or service (including, without limitation, water and sewer), approved, issued or granted within the City, or portions of the City, applies to the Property to the extent such moratorium or other limitation is in conflict with this Agreement. However, the provisions of this Section do not affect the City's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations.

4.9 Term. This Agreement shall be in effect for a period of five (5) years from the Effective Date of the Enabling Ordinance. However, the Developer or the City shall be entitled to, by written notice to the other Party prior to the Agreement's expiration, one (1) two-year (2-year) administrative extension, provided that the requesting Party is not in material default of this Agreement at such time beyond any applicable period to cure provided for by Sections 8.5 and 10 below. Before the expiration of the two-year (2-year) extension, the Parties may mutually agree to further extensions. In the event of litigation challenging this Agreement, the Term is automatically suspended for the duration of such litigation and resumes upon final disposition of such challenge and any appeal thereof upholding the validity of this Agreement. In the event that a referendum petition concerning this Agreement is duly filed in such a manner that the ordinance approving this Agreement is suspended, then the Term is deemed to commence upon City Council certification of the results of the referendum election approving this Agreement.

4.10 Term of Map(s) and Other Project Approvals. Pursuant to California Government Code Sections 66452.6(a) and 65863.9, the term of any subdivision or parcel map that has been or in the future may be processed on all or any portion of the Property and the term of each of the Project Approvals shall be extended for a period of time through the scheduled termination date of this Agreement as set forth in Section 4.9 above, including any extensions thereto.

4.11 Future Approvals.

4.11.1 Minor Modifications to Project. The Developer may make minor changes to the Project and Project Approvals ("Minor Modifications") without the need to amend this Agreement upon the administrative approval of the Director.

(a) Minor Modifications include:

(i) A modification to the Site Plan, provided the Director determines, in his/her discretion, that the Site Plan is substantially similar to the approved Site Plan attached hereto as Exhibit B and complies with the Specific Plan; and there is no change which would qualify as a Major Modification under Section 4.11.2 below;

(ii) A "minor" modification to the Specific Plan as identified in Chapter 8, Section VI thereof; and

(iii) any other change that does not qualify as a Major Modification as defined below.

(b) The City shall not unreasonably withhold or delay approval of any Minor Modification. The City shall have the right to impose reasonable conditions in connection with Minor Modifications, provided, however, such conditions shall not be inconsistent with the Applicable Rules, the Project Approvals or with the development of the Project as contemplated by this Agreement.

(c) A Minor Modification approved by the City shall continue to constitute a Project Approval as referenced herein.

4.11.2 Modifications Requiring Amendment to this Agreement. Any proposed modification to the Project which results in any of the following shall constitute a Major Modification, and shall require an amendment to this Agreement pursuant to Section 14 below:

(a) Any change which constitutes a “significant” modification to the Specific Plan as identified in Chapter 8, Section VI thereof; or

(b) Any change which creates a new environmental impact which cannot be mitigated to a level of insignificance.

4.12 Site Plan Review. Site Plan Review approval shall be required in accordance with Chapter 18.44 of the Gardena Municipal Code.

4.13 Issuance of Building Permits. No building permit, final inspection or Certificate of Occupancy will be unreasonably withheld, conditioned, or delayed from the Developer if all infrastructure required to serve the portion of the Property covered by the building permit, final inspection, or Certificate of Occupancy is in place or is suitably guaranteed to be completed (by covenant, bond, letter of credit or otherwise) to the reasonable satisfaction of the City prior to completion of construction and all of the other relevant provisions of the Project Approvals, Future Approvals and this Agreement have been satisfied.

5. Developer Agreements.

5.1 General. The Developer shall comply with: (i) this Agreement; (ii) the Project Approvals, including, without limitation, all mitigation measures required by the determination made pursuant to CEQA; and (iii) all Future Approvals for which it is the applicant or a successor in interest to the applicant.

5.1.1 In the event that any of the mitigation measures or conditions required of Developer hereunder have been implemented by others, Developer shall be conclusively deemed to have satisfied such mitigation measures or conditions, consistent with CEQA. If any such mitigation measures or conditions are rejected by a governmental agency with jurisdiction, the Developer may implement reasonably equivalent substitute mitigation, consistent with CEQA, to the City’s satisfaction, in lieu of the rejected mitigation measures or conditions. Such substitution shall be deemed to be a Minor Modification pursuant to Section 4.11.1 above.

5.2 Digital Display.

5.2.1 As part of the Project Approvals, Developer shall install a “digital media display” with full motion and animation capability, up to 2,500 square feet in size, for the purpose of off-site advertising, as more particularly described in the Specific Plan (the “Display”).

5.2.2 Display Operations. The Developer shall install the Display and begin operation within nine (9) months of the City’s issuance of a final Certificate of Occupancy. Thereafter, the Display may operate daily at any point from 6:00 a.m. to 2:00 a.m. Developer shall not be required to operate the Display (i) when such operation cannot take place because of maintenance issues and/or operational failures, (ii) if the Developer is unable to obtain any necessary governmental permits required to operate the Display, and/or (iii) if operation of the Display has been legally enjoined. Such Display shall remain in operation for a minimum of thirty (30) years.

5.2.3 Display Design and Construction Costs. Developer shall pay for all costs to design, engineer and construct the Display. No public funds shall be used towards the design and installation of the Display.

5.2.4 Revenue Sharing. For a period of thirty (30) years from the first date of operation, Developer shall annually pay to the City the greater of (i) twenty-five percent (25%) of all Net Profits (as defined below) generated from the Display, or (ii) seventy-five thousand dollars (\$75,000), provided the Display generates a minimum of seven hundred and fifty thousand dollars (\$750,000) in annual Gross Revenue (as defined below). For the avoidance of doubt, should the Display fail to generate at least \$750,000 in Gross Revenue in a given year, the maximum City revenue share that year shall be 25% of the Net Profits. Developer shall make such payments to the City once per year, on each anniversary of the first date of operation, for the preceding twelve-month (12-month) period. For purposes of this Section, “Net Profits” means all revenue generated from the Display, after accounting for the costs of a third-party media sales broker and any related commissions, costs to operate and maintain the Display (including administration and overhead) determined in accordance with generally accepted accounting principles (“GAAP”) and relating only to the operation and maintenance of the Display and exclusive of the Project’s other operations, and replacement reserves based on a ten-year (10-year) period. For purposes of this Section “Gross Revenue” means the total revenue generated from the Display before accounting for third-party consultant related costs and commissions, operational and maintenance related expenses and replacement services.

5.2.5 Community Programming Time. Developer shall provide the City eight percent (8%) of the total Display time and fifty percent (50%) of the Display time that has not been committed to the third-party media sales broker, on a monthly basis, for City business, arts, and community related non-commercial programming (“Community Programming Time”). Utilization of the Community Programming Time shall be at the City’s sole election, and the City may from time to time opt to reallocate all or a portion of its Community Programming Time for third-party advertising sales. City shall notify Developer or its designated media sales broker at least forty-five (45) days before the proposed display date of City Programming Time related content. Specific Community Programming Time content should be submitted to Developer or its

designated media sales broker at least ten (10) business days in advance. City shall not charge for, or exchange goods or services for, any Community Programming Time provided on the Display pursuant to this Agreement. In addition, it is expressly understood and agreed that City Community Programming Time related content may only display third-party names or logos when those logos are part of the City Message. The forgoing restriction does not apply to non-profit organizations associated with City events or activities. The City also shall and hereby does agree to indemnify, defend and hold harmless Developer and its media sales broker for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorney's fees), losses, actions, or liabilities arising from or in connection with any third-party allegation that any portion of any Community Programming Time related content provided by City infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party.

5.2.6 Emergency Time. Developer shall grant the City first priority to broadcast messages of an urgent nature to Gardena residents on the Display during Emergency Periods (as defined below). Emergency Period content shall preempt Display advertisements at no cost to the City. For purposes of this Section "Emergency Periods" are defined as earthquakes, fires, and other similar natural disasters that cause an imminent risk to public health and safety.

5.2.7 City as Additional Insured. Prior to the commencement of operation of the Display, Developer shall name the City as an additional insured on the commercial general liability insurance policy for the Project, solely with respect to claims of liability related to the Display and provide a copy of said insurance to the City.

5.2.8 No Illegal Advertising. Products and/or activities that are illegal in the City of Gardena may not be advertised or promoted on the Display.

5.2.9 Annual Reporting and Disclosures. Developer shall provide and disclose to City on an annual basis all information and data related to (i) advertising Gross Revenue generated from the Display, (ii) third-party consultant agreements and commissions, and (iii) ongoing operation and maintenance related costs and expenses ("Display Disclosures"). Developer shall provide the Display Disclosures once per year within thirty (30) days of the anniversary of the first date of operation for the preceding twelve-month (12-month) period. City shall have the right to inspect or review the documents and records upon which the Display Disclosures are based. Developer shall make all records and documents to be reviewed and inspected by the City as a part of any review conducted by the City, available for the City's review, inspection and copying within five (5) business days (excluding Saturday, Sunday and holidays) of receiving written notice from the City requesting the same.

5.2.10 Survival. This Section 5.2 shall survive the expiration of the term of this Agreement.

5.3 Development Fees. Subject to the provisions of Section 4.5 above, Developer shall pay the development fees in effect at the time of building permit application. The Developer waives any and all rights it may have to challenge development fees that are in effect at the time of the Effective Date and the City's right to amend its current development fees. However, the

Developer retains the legal right to challenge the amount of any such amended or increased development fees to the extent such are not in compliance with the requirements of Government Code Section 66000, *et seq.* as well as its right to receive credits against such amended or increased fees.

5.4 Maintenance Obligations. The Developer shall maintain all portions of the Property in its possession or control, and any improvements thereon, in a first class clean, neat, and orderly manner. The Parties' respective maintenance obligations shall survive any termination or expiration of this Agreement.

5.5 Sales and Use Tax.

5.5.1 In the event the contract price for any work on the Project is valued at five million dollars (\$5,000,000) or more, Developer agrees to report, on a State Board of Equalization Tax Return, any purchases of tangible personal property made in connection with the finishing of and/or installation of materials, or fixtures for the Project, when such purchases were made without sales or use tax due. Developer shall indicate the City as a registered job site location on the State Board of Equalization Tax Return. In such event, Developer shall also obtain a permit or a sub-permit from the State Board of Equalization indicating the City as the registered job site location, in accordance with Revenue and Taxation Code § 7051.3 or State Board of Equalization Compliance Policy and Procedure Manual § 295.060.

5.5.2 Developer further agrees that, if Developer retains contractors or subcontractors to perform a portion of work in the Project, and said contracts or subcontracts are valued at five million dollars (\$5,000,000) or more, said contracts or subcontracts shall contain the provisions set forth in Section 5.5.1, above.

5.5.3 The Director of Finance of the City is authorized to relieve Developer and Developer's contractors and subcontractors, from the requirements set forth in this Section 5.5 upon proof to the reasonable satisfaction of the Director of Finance that Developer and/or its contractors or subcontractors have made good faith efforts to obtain said permit or sub-permits, but were denied the same by the State Board of Equalization.

5.6 Local Hire. Developer shall use best efforts to hire locally-based construction workers as set forth in the Local Hiring Plan attached hereto as Exhibit D.

6. City Agreements.

6.1 Expedited Processing. The City shall process, at Developer's expense, in an expedited manner, all plan checking, excavation, grading, building, encroachment and street improvement permits, Certificates of Occupancy, utility connection authorizations, and other ministerial permits or approvals necessary, convenient or appropriate for the grading, excavation, construction, development, improvement, use and occupancy of the Project in accordance with the City's accelerated plan check process under the Applicable Rules. Without limiting the foregoing, if requested by Developer, the City agrees to utilize private planners and plan checkers (upon Developer's request and at Developer's cost) and any other available means to expedite the

processing of Project applications, including concurrent processing of such applications by various City departments.

6.2 Processing Cooperation and Assistance. To the extent permitted by law, the City shall reasonably cooperate with the Developer in securing any and all entitlements, authorizations, permits or approvals which may be required by any other governmental or quasi-governmental entity in connection with the development of the Project or the Property. Without limiting the foregoing, the City shall reasonably cooperate with the Developer in any dealings with federal, state and other local governmental and quasi-governmental entities concerning issues affecting the Property. The City shall keep the Developer fully informed with respect to its communications with such agencies which could impact the development of the Property. The City must not take any actions to encourage any other governmental or quasi-governmental entities from withholding any necessary approvals and any such contrary actions on the part of the City must be considered a breach of this Agreement by City.

6.3 Processing During Third-Party Litigation. The filing of any third-party lawsuit(s) against the City or the Developer relating to this Agreement, the Project Approvals, any Future Approvals or to other development issues affecting any portion of the Property or the Project shall not hinder, delay or stop the development, processing or construction of the Project, approval of the Future Approvals, or issuance of ministerial permits or approvals, unless the third party obtains a court order restraining the activity. The City must not stipulate to or cooperate in the issuance of any such order.

6.4 Performance of Director Duties. The City shall ensure that a person or persons are designated at all times to carry out the duties of the Director set forth in this Agreement.

6.5 No Amendment to Specific Plan. The City shall not initiate any amendment to the Specific Plan during the Term of this Agreement without the Developer or its successor's written agreement and consent.

7. Modification/Suspension.

7.1 Pursuant to Government Code Section 65869.5, in the event that any state or federal law or regulation, enacted after the Effective Date, precludes compliance with any provision of this Agreement, such provision shall be deemed modified or suspended to the extent practicable to comply with such state or federal law or regulation, as reasonably determined necessary by City. Upon repeal of said law or regulation or the occurrence of any other event removing the effect thereof upon the Agreement, the provisions hereof shall be restored to their full original effect.

7.2 In the event any state or federal resources agency (i.e., California Department of Fish and Game, U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, Regional Water Quality Control Board/State Water Resources Control Board), in connection with its final issuance of a permit or certification for all or a portion of the Project, imposes requirements ("Permitting Requirements") that require modifications to the Project, then the parties will work together in good faith to incorporate such changes into the Project; provided, however, that if Developer appeals or challenges any such Permit Requirements, then the Parties may defer such changes until

the completion of such appeal or challenge.

8. Demonstration of Good Faith Compliance.

8.1 Review of Compliance. In accordance with Government Code Section 65865.1, this Section 8 and the Applicable Rules, once each year, on or before each anniversary of the Effective Date (“Periodic Review”), the Director shall review the extent of the Developer’s good faith substantial compliance with the terms and provisions of this Agreement, as well as the performance by the City of its obligations under this Agreement.

8.2 Good Faith Compliance. During each Periodic Review, the Developer shall demonstrate by written status report that, during the preceding twelve-month (12-month) period, that it has been in good faith compliance with this Agreement. For purposes of this Agreement, the phrase “good faith compliance” shall mean that the Developer has demonstrated that it has acted in a commercially reasonable manner (taking into account the circumstances which then exist) and in good faith in and has substantially complied with the Developer’s material obligations under this Agreement.

8.3 City Report - Information to be Provided to Developer. At least fourteen (14) days before the annual anniversary of the Effective Date, the City must deliver to the Developer a copy of all staff reports prepared in connection with a Periodic Review, any prior staff reports generated during the review period, written comments from the public, and, to the extent practical, all related exhibits concerning such Periodic Review. This information shall be known as the “City Report.”

8.4 Developer’s Report. No later than the annual anniversary of the Effective Date, Developer must submit a written status report to the Director addressing the good faith compliance issue set forth in Section 8.2 above and any issues raised by the City Report provided to the Developer in accordance with Section 8.3 above.

8.5 Notice of Non-Compliance; Cure Rights. If, after reviewing the Developer’s Report, the Director reasonably concludes, on the basis of substantial evidence, that as to any parcel or parcels comprising the Property, Developer has not demonstrated that it is in good faith compliance with this Agreement, the Director may issue and deliver to the Developer a written Notice of Violation as set forth in Section 10 below.

8.6 Public Notice of Finding. Any appeal of the Director’s determination pursuant to Section 8.5 (including any appeal by the Developer) must be filed within thirty (30) days following such decision. Filing such an appeal tolls the cure period specified in the Notice of Violation. Notwithstanding Section 13.1, an appeal regarding the Notice of Violation shall be heard directly by the City Council at a duly-noticed public hearing and the City Council must issue a final decision. Developer retains the right to challenge the City’s issuance of any final decision pursuant to Code of Civil Procedure § 1094.5 without complying with the procedures set forth in Section 10.4 below.

8.7 Failure of Periodic Review. The City’s failure to review, at least annually, compliance by the Developer with the terms and conditions of this Agreement shall not constitute

or be asserted by any Party as a breach by any other Party of this Agreement. If the City fails to provide the City Report by the Effective Date, Developer will be deemed to be in good faith compliance with this Agreement for that calendar year.

9. Excusable Delays. Performance by any Party of its obligations hereunder shall be excused during any period of “Excusable Delay,” as hereinafter defined, provided that the Party claiming the delay gives notice of the delay to the other Party as soon as reasonably possible after the same has been ascertained. For purposes hereof, Excusable Delay shall mean delay that directly affects, and is beyond the reasonable control of, the Party claiming the delay, including, without limitation: (i) act of God; (ii) civil commotion; (iii) riot; (iv) strike, picketing or other labor dispute; (v) shortage of materials or supplies; (vi) damage to work in progress by reason of fire, flood, earthquake or other casualty; (vii) reasonably unforeseeable delay caused by a reasonably unforeseeable restriction imposed or mandated by a governmental entity; (viii) litigation brought by a third-party attacking the validity of this Agreement, a Project Approval, a Future Approval or any other action necessary for development of the Property; (ix) delays caused by any breach or default by City or the Developer hereunder; (x) delays due to a pandemic and/or government mandated quarantine; or (xi) delays due to the presence or remediation of hazardous materials. The term of this Agreement, including any extensions, shall be extended by any period of Excusable Delay.

10. Default Provisions.

10.1 Default. Either Party to this Agreement shall be deemed to be in “Default” under this Agreement if it materially breaches any of the provisions of this Agreement and the same is not cured within the time set forth in a written notice of violation (the “Notice of Violation”) from the non-breaching Party to the breaching Party, which period of time shall not be less than ten (10) days for monetary breaches, and not less than sixty (60) days for non-monetary breaches from the date that the notice is deemed received, provided if the breaching Party cannot reasonably cure a non-monetary breach within the time set forth in the notice, then the breaching Party shall not be in Default if it commences to cure the breach within such time limit and diligently effects such cure thereafter. If the City determines that a Default by Developer may have occurred, the City shall give written notice to the Developer of its intention to terminate this Agreement and comply with the notice and public hearing requirements of Government Code Sections 65867 and 65868. At the time and place set for the hearing on termination, the Developer shall be given an opportunity to be heard. If the City Council finds, based upon the evidence, that the Developer is in Default under this Agreement, the City Council may modify or terminate this Agreement. If Developer initiates a resolution of dispute in accordance with the provisions of Section 10.4 below within sixty (60) days following the City Council’s determination that Developer is in Default under this Agreement, the City Council’s decision to modify or terminate this Agreement is stayed until the issue has been resolved through informal procedures, mediation, or court proceedings.

10.2 Content of Notice of Violation. Every Notice of Violation shall state with specificity that it is given pursuant to this Section of the Agreement, the nature of the alleged breach (including references to the pertinent provisions of this Agreement), the portion of the Property involved, and the manner in which the breach may be satisfactorily cured. The notice shall be deemed given in accordance with Section 19 hereof.

10.3 Remedies for Default. The Parties agree that the remedies for a Default under this Agreement shall be limited to the remedies expressly set forth in this Section. No modification of termination of this Agreement pursuant to Section 10.1 hereof shall invalidate or affect in any manner any of the other Project Approvals. Developer's remedies for any Default under this Agreement by City shall be limited to injunctive relief and/or specific performance.

10.4 Resolution of Disputes. The City and the Developer agree to attempt to settle any claim, dispute or controversy arising from this Agreement through consultation and negotiation in good faith and in spirit of mutual cooperation. If those attempts fail, the dispute may be mediated by a mediator chosen jointly by the City and the Developer within thirty (30) days after notice by one of the parties demanding non-binding mediation. Neither Party may unreasonably withhold consent to the selection of a mediator. The City and the Developer will share the cost of the mediation equally. The Parties may agree to engage in some other form of non-binding alternate dispute resolution ("ADR") procedure in lieu of mediation. Any dispute that cannot be resolved between the Parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation may then be submitted to a court of competent jurisdiction in the County of Los Angeles, California.

10.5 Attorney's Fees and Costs. Each Party to this Agreement agrees to waive any entitlement of attorney's fees and costs incurred with respect to any dispute arising from this Agreement. The parties will each bear their own attorney's fees and costs in the event of any dispute.

11. Mortgagee Protection. This Agreement shall not prevent or limit the Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvements thereon by any mortgage, deed of trust or other security device. The City acknowledges that the lender(s) providing such financing ("Mortgagee") may require certain Agreement interpretations and agrees, upon request, from time to time, to meet with the Developer and representatives of such lender(s) to provide within a reasonable time period the City's response to such requested interpretations. The City will not unreasonably withhold its consent to any such requested interpretation, provided that such interpretation is consistent with the intent and purposes of this Agreement. Any Mortgagee of a mortgage or a beneficiary of a deed of trust or any successor or assign thereof, including, without limitation, the purchaser at a judicial or non-judicial foreclosure sale, or a person or entity who obtains title by deed-in-lieu of foreclosure on the Property shall be entitled to the following rights and privileges:

11.1 Mortgage Not Rendered Invalid. Neither entering into this Agreement nor a breach of or Default under this Agreement shall defeat, render invalid, diminish, or impair the priority of the lien of any mortgage or deed of trust on the Property made in good faith and for value. No Mortgagee shall have an obligation or duty under this Agreement to perform the Developer's obligations, or to guarantee such performance, prior to Mortgagee taking title to all or a portion of the Property.

11.2 Request for Notice to Mortgagee. The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, who has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive a copy of any Notice of Violation delivered to the Developer.

11.3 Mortgagee's Time to Cure. The City shall provide a copy of any Notice of Violation to the Mortgagee that has requested such copy within ten (10) days of sending the Notice of Violation to the Developer. The Mortgagee shall have the right, but not the obligation, to cure the specified breach for a period of sixty (60) days after receipt of such Notice of Violation, or such longer period of time as may be specified in the Notice. Notwithstanding the foregoing, if such breach shall be a breach which can only be remedied by such Mortgagee obtaining possession of the Property, or any portion thereof, and such Mortgagee seeks to obtain possession, such Mortgagee shall have until sixty (60) days after the date of obtaining such possession to cure or, if such breach cannot reasonably be cured within such period, to commence to cure such breach, provided that such breach is cured no later than one (1) year after Mortgagee obtains such possession of the Property.

11.4 Cure Rights. Any Mortgagee who takes title to all of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or a deed in lieu of foreclosure, shall succeed to the rights and obligations of the Developer under this Agreement as to the Property or portion thereof so acquired; provided, however, in no event shall such Mortgagee be liable for any breaches, Defaults, or monetary obligations of the Developer arising prior to acquisition of title to the Property by such Mortgagee, except that any such Mortgagee shall not be entitled to a new building permit or new occupancy certificate until all delinquent and current fees and other monetary or non-monetary obligations due under this Agreement for the Property, or portion thereof acquired by such Mortgagee, have been satisfied.

11.5 Bankruptcy. If any Mortgagee is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature of foreclosure by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceedings involving the Developer, the times specified in Section 10 above shall be extended for the period of the prohibition, except that any such extension shall not extend the term of this Agreement.

11.6 Disaffirmation. If this Agreement is terminated as to any portion of the Property by reason of (i) any Default, or (ii) as a result of a bankruptcy proceeding, and this Agreement is disaffirmed by a receiver, liquidator, or trustee for the Developer or its property, the City, if requested by any Mortgagee, shall negotiate in good faith with such Mortgagee for a new development agreement for the Project as to such portion of the Property with the most senior Mortgagee requesting such new agreement. This Agreement does not require any Mortgagee or the City to enter into a new development agreement pursuant to this Section.

12. Estoppel Certificate. At any time and from time to time, the Developer may deliver written notice to City and City may deliver written notice to the Developer requesting that such Party certify in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended, or if

amended, the identity of each amendment; and (iii) the requesting Party is not in breach of this Agreement, or if in breach, a description of each such breach. The Party receiving such a request shall execute and return the certificate within thirty (30) days following receipt of the notice. The failure of the City to deliver such a written notice within such time shall constitute a conclusive presumption against the City that, except as may be represented by the Developer, this Agreement is in full force and effect without modification, and that there are no uncured breaches or Defaults in the performance of the Developer. The Director shall be authorized to execute, on behalf of the City, any Estoppel Certificate requested by the Developer. City acknowledges that a certificate may be relied upon by successors in interest to the Developer who requested the certificate and by holders of record of deeds of trust on the portion of the Property in which that Developer has a legal interest.

13. Administration of Agreement.

13.1 Appeal of Staff Determinations. Any decision by City staff concerning the interpretation or administration of this Agreement or development of the Property in accordance herewith may be appealed by the Developer to the Planning Commission, and thereafter, if necessary, to the City Council pursuant to the Gardena Municipal Code. The Developer shall not seek judicial review of any staff decision without first having exhausted its remedies pursuant to this Section. Final determinations by the City Council are subject to judicial review subject to the restrictions and limitations of California law.

13.2 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between City and Developer. During the Term of this Agreement, clarifications to this Agreement and the Applicable Rules may be appropriate with respect to the details of performance of City and Developer. If and when, from time to time, during the term of this Agreement, City and Developer agree that such clarifications are necessary or appropriate, they shall effectuate such clarification through a memorandum approved in writing by City and Developer (the "Operating Memoranda"), which, after execution, shall be attached hereto and become part of this Agreement and the same may be further clarified from time to time as necessary with future written approval by City and the Developer. Operating Memoranda are not intended to and shall not constitute an amendment to this Agreement but are mere ministerial clarifications, therefore, public notices and hearings are not required. The City Attorney shall be authorized, upon consultation with, and approval of, the Developer, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment hereof which requires compliance with the provisions of Section 14 below. The authority to enter into such Operating Memoranda is hereby delegated to the Director, and the Director is hereby authorized to execute any Operating Memoranda hereunder without further City Council action.

13.3 Certificate of Performance. Upon the completion of the Project, or the completion of development of any parcel within the Project, or upon completion of performance of this Agreement or its earlier revocation and termination, the City shall provide the Developer, upon the Developer's request, with a statement ("Certificate of Performance") evidencing said completion or revocation and the release of the Developer from further obligations hereunder, except for any ongoing obligations hereunder. The Certificate of Performance shall be signed by

the appropriate agents of the Developer and the City and shall be recorded in the official records of Los Angeles County, California. Such Certificate of Performance is not a notice of completion as referred to in California Civil Code § 3093.

14. Amendment or Termination by Mutual Consent. Except as otherwise set forth herein, this Agreement may only be amended or terminated, in whole or in part, by mutual written consent of City and the Developer, and upon compliance with the provisions of Government Code § 65867.

15. Indemnification/Defense.

15.1 Indemnification. The Developer agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of the Project, this Agreement, Developer's performance of this Agreement, and all procedures with approving this Agreement (collectively, "Discretionary Approvals"), except to the extent such is a result of the City's sole negligence or intentional misconduct. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Discretionary Approvals, Developer agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise, except to the extent such action is a result of the City's sole negligence or intentional misconduct. For purposes of this Section, "the City" includes the City of Gardena's elected officials, appointed officials, officers, consultants, and employees. Developer's indemnification obligation does not cover costs and/or liability resulting from third-party claims associated with the Display operations or advertising. As required by Section 5.2.7 of this Agreement, Developer shall name the City as an additional insured in its commercial liability policy to address any potential future claims related to operation of the Display.

15.2 Defense of Agreement. If the City accepts Developer's indemnification and defense as provided in Section 15.1 above, the City agrees to and shall timely take all actions which are necessary or required to uphold the validity and enforceability of this Agreement, the Discretionary Approvals, Project Approvals, Development Standards, and the Applicable Rules. This Section 15 shall survive the termination of this Agreement.

16. Cooperation in the Event of Legal Challenge.

16.1 Third-Party Challenges. In the event of any administrative, legal, or equitable action or other proceeding instituted by any person or entity not a party to the Agreement challenging the validity of any provision of this Agreement, challenging any Approval, or challenging the sufficiency of any environmental review of either this Agreement or any Approval under CEQA (each a "Third-Party Challenge"), each party must cooperate in the defense of such Third-Party Challenge, in accordance with this Section. Developer agrees to pay City's costs of defending a Third-Party Challenge, including all court costs and reasonable attorney's fees expended by City (including the time and cost of the City Attorney) in defense of any Third-Party Challenge, as well as the time of City's staff spent in connection with such defense. Developer may select its own legal counsel to represent Developer's interests in any Third-Party Challenge at Developer's sole cost and expense. City agrees that it will not enter into a settlement agreement

to any Third-Party Challenge without Developer's written consent. Developer's obligation to pay City's costs in the defense of a Third-Party Challenge shall not extend to those costs incurred on appeal, if Developer notifies the City in writing that it does not wish to pursue the appeal.

16.2 Third-Party Challenges Related to the Applicability of City Laws. The provisions of this Section will apply only in the event of a legal or equitable action or other proceeding, before a court of competent jurisdiction, instituted by any person or entity not a party to the Agreement challenging the applicability to the Project or Property of a conflicting City Law (a "Third-Party Enforcement Action"):

16.2.1 In the event of a Third-Party Enforcement Action, City must: (i) promptly notify Developer of such action or proceeding; and (ii) stipulate to Developer's intervention as a party to such action or proceeding unless Developer has already been named as a respondent or real party in interest to such action or proceeding. In no event will City take any action that would frustrate, hinder, or otherwise complicate Developer's efforts to intervene, join or otherwise participate as a party to any Third-Party Enforcement Action. As requested by Developer, City must use its best efforts to ensure that Developer is permitted to intervene, join or otherwise participate as a party to any Third-Party Enforcement Action. If, for any reason, Developer is not permitted to intervene, join or otherwise participate as a party to any Third-Party Enforcement Action, the parties to this Agreement agree to cooperate, to the maximum extent permitted by law, in the defense of such action or proceeding. For purposes of this Section, the required cooperation between the parties includes, without limitation, developing litigation strategies, preparing litigation briefs and other related documents, conferring on all aspects of the litigation, developing settlement strategies, and, to the extent permitted by law, jointly making significant decisions related to the relevant litigation, throughout the course thereof.

16.2.2 City's costs of defending any Third-Party Enforcement Action, including all court costs, and reasonable attorney's fees expended by City (including the time and cost of the City Attorney) in defense of any Third-Party Enforcement Action, as well as the time of City's staff spent in connection with such defense (the "Enforcement Action Defense Costs"), will be paid in accordance with this Agreement. The Enforcement Action Defense Costs shall extend to, and Developer will be obligated to pay, any costs incurred on appeal unless Developer notifies the City in writing that it does not wish to pursue the appeal.

16.2.3 City must not enter into a settlement agreement or take any other action to resolve any Third Party Enforcement Action without Developer's written consent. City cannot, without Developer's written consent, take any action that would frustrate, hinder or otherwise prevent Developer's efforts to settle or otherwise resolve any Third-Party Enforcement Action.

16.2.4 Provided that City complies with this Section and provided that Developer is a party to the relevant Third-Party Enforcement Action, Developer agrees to be bound by any final judgment (i.e., following all available appeals) arising out of a Third-Party Enforcement Action and further agrees that no default under this Agreement will arise if such final judgment requires City to apply to the Project or Project Site a City Law that conflicts with Applicable Law or this Agreement.

17. Time of Essence. Time is of the essence for each provision of this Agreement of which time is an element.

18. Effective Date. This Agreement shall become operative on the date the Enabling Ordinance approving this Development Agreement becomes effective (the “Effective Date”) pursuant to Government Code Section 36937.

19. Notices. Any notice that a party is required or may desire to give the other must be in writing and may be sent by: i) personal delivery; or ii) by deposit in the United States mail, postage paid, registered or certified mail, return receipt requested; or iii) by overnight delivery using a nationally recognized overnight courier, providing proof of delivery; or iv) by facsimile, evidenced by confirmed receipt; or v) by electronic delivery, evidenced by confirmed receipt, addressed as follows:

If to City:

City of Gardena
1700 W. 162nd Street
Gardena, CA 90247
Attention: City Manager
Phone: 310-217-9503
E-mail: cosorio@cityofgardena.org

With a Copy to:

City of Gardena
1700 W. 162nd Street
Gardena, CA 90247
Attention: Community Development Director
Phone: 310-217-9546
E-mail: gmcclain@cityofgardena.org

With a Copy to:

City Attorney’s Office
1700 W. 162nd Street
Gardena, CA 90247
Attention: Carmen Vasquez and Lisa Kranitz
Phone: 310-217-9503
E-mail: lkranitzlaw@gmail.com
cv@jones-mayer.com

If to Developer:

Din/Cal 4 Inc.
3411 Richmond Avenue, Suite 200
Houston, Texas 77046
Attention: Josh Vasbinder
Phone: 858-847-9311
E-mail: Josh.Vasbinder@tdc-properties.com

With a Copy to:

Armbruster Goldsmith & Delvac LLP
12100 Wilshire Boulevard, Suite 1600
Los Angeles, CA 90025

Attention: Dave Rand
Phone: 310-209-8800
E-mail: dave@agd-landuse.com

Either City or Developer may change its mailing address at any time by giving written notice of such change to the other in the manner provided herein at least ten days prior to the date such change is affected. Any notice given by mail is deemed to have been given as of the date of delivery (whether accepted or refused) established by the United State Post Office, return receipt, or the overnight carrier's proof of delivery as the case may be. Notices given in any other manner are effective only if and when received by the party to be notified between the hours of 8:00 a.m. and 5:00 p.m., local time of the recipient, of any business day with delivery made after such hours deemed received the following business day.

20. Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and supersedes in its entirety all prior agreements or understandings, oral or written. This Agreement shall not be amended, except as expressly provided herein.

21. Waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar; nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless it is executed in writing by a duly authorized representative of the Party against whom enforcement of the waiver is sought.

22. Supersession of Subsequent Laws of Judicial Action. The provisions of this Agreement must, to the extent feasible, be modified or suspended as may be necessary to comply with any new law or decision issued by a court of competent jurisdiction, enacted or made after the effective date which prevents or precludes compliance with one or more provisions of this Agreement. Immediately after enactment of any such new law, or issuance of such decision, the parties must meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement.

23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be effective to the extent the remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

24. Relationship of the Parties. Each Party acknowledges that, in entering into and performing under this Agreement, it is acting as an independent entity and not as an agent of any other Party in any respect. Nothing contained herein or in any document executed in connection herewith shall be construed as creating the relationship of partners, joint ventures or any other association of any kind or nature between City and Developer, jointly or severally.

25. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole benefit of the Parties and their successors in interest. No other person or party shall have any right of

action based upon any provision of this Agreement.

26. Recordation of Agreement and Amendments. This Agreement and any amendment thereof shall be recorded with the County Recorder of the County of Los Angeles by the City Clerk of City.

27. Cooperation Between City and Developer. City and Developer shall execute and deliver to the other all such other and further instruments and documents as may be reasonably necessary to carry out the purposes of this Agreement. Upon satisfactory performance by Developer, and subject to the continuing cooperation of the Developer, City will commence and in a timely manner proceed to complete all steps necessary for the implementation of this Agreement and development of the Project or Property in accordance with the terms of this Agreement.

28. Rules of Construction. The captions and headings of the various sections and subsections of this Agreement are for convenience of reference only, and they shall not constitute a part of this Agreement for any other purpose or affect interpretation of the Agreement. Should any provision of this Agreement be found to be in conflict with any provision of the Applicable Rules or the Project Approvals or the Future Approvals, the provisions of this Agreement shall control.

29. Joint Preparation. This Agreement shall be deemed to have been prepared jointly and equally by the Parties, and it shall not be construed against any Party on the ground that the Party prepared the Agreement or caused it to be prepared.

30. Governing Law and Venue. This Agreement is made, entered into, and executed in the County of Los Angeles, California, and the laws of the State of California shall govern its interpretation and enforcement. Any action, suit or proceeding related to, or arising from, this Agreement shall be filed in the appropriate court having jurisdiction in the County of Los Angeles.

31. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument.

32. Weekend/Holiday Dates. Whenever any determination is to be made or action to be taken on a date specified in this Agreement, if such date shall fall upon a Saturday, Sunday or holiday specified in Government Code § 6700, the date for such determination or action shall be extended to the first business day immediately thereafter.

33. Not a Public Dedication. Except as otherwise expressly provided herein, nothing herein contained shall be deemed to be a gift or dedication of the Property, or of the Project, or any portion thereof, to the general public, for the general public, or for any public use or purpose whatsoever, it being the intention and understanding of the Parties that this Agreement be strictly limited to and for the purposes herein expressed for the development of the Project as private property. The Developer shall have the right to prevent or prohibit the use of the Property, or the Project, or any portion thereof, including common areas and buildings and improvements located thereon, by any person for any purpose which is not consistent with the development of the Project. Any portion of the Property conveyed to the City by the Developer as provided herein shall be held and used by the City only for the purposes contemplated herein or otherwise provided in such conveyance,

and the City shall not take or permit to be taken (if within the power or authority of the City) any action or activity with respect to such portion of the Property that would deprive the Developer of the material benefits of this Agreement, or would in any manner interfere with the development of the Project as contemplated by this Agreement.

34. Releases. City agrees that upon written request of Developer and payment of all fees and performance of the requirements and conditions required by Developer by this Agreement, the City must promptly execute and deliver to Developer appropriate release(s) of further obligations imposed by this Agreement in form and substance acceptable to the Los Angeles County Recorder's Office or as otherwise may be necessary to affect the release.

35. Consent. Where the consent or approval of City or Developer is required or necessary under this Agreement, the consent or approval will not be unreasonably withheld, delayed or conditioned.

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

CITY:

City of Gardena, a municipal corporation

By: _____
Tasha Cerda, Mayor

ATTEST:

Mina Semenza, City Clerk

APPROVED AS TO FORM:

By: _____
Carmen Vasquez, City Attorney

DEVELOPER:

Din/Cal 4, Inc.

By: _____
Josh Vasbinder

EXHIBIT A

LEGAL DESCRIPTION

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

LOTS 14, 15, 16 AND 17 OF TRACT NO. 18493, IN THE CITY OF GARDENA, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 556, PAGES(S) 14 TO 16 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4060-004-039

EXHIBIT B

SITE PLAN

EXHIBIT C

ASSIGNMENT AND ASSUMPTION AGREEMENT

Recording Requested By and

When Recorded Mail To:

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (“Agreement”) is made and entered into by and among DIN/CAL 4, INC., a Texas corporation (“Assignor”), and, _____, a _____ (“Assignee”).

RECITALS

A. The City of Gardena (“City”) and Assignor entered into that certain Revised and Restated Development Agreement dated _____, 20__ (the “Development Agreement”), with respect to the real property located in the City of Gardena, State of California more particularly described in Exhibit “A” attached hereto (the “Project Site”), and

B. Assignor has obtained from the City certain development approvals and permits with respect to the development of the Project Site, including without limitation, approval of _____ for the Project Site (collectively, the “Project Approvals”).

C. Assignor intends to sell, and Assignee intends to purchase, that portion of the Project Site more particularly described in Exhibit “B” attached hereto (the “Transferred Property”).

D. In connection with such purchase and sale, Assignor desires to transfer all of the Assignor’s right, title, and interest in and to the Development Agreement and the Project Approvals with respect to the Transferred Property. Assignee desires to accept such assignment from Assignor and assume the obligations of Assignor under the Development Agreement and the Project Approvals with respect to the Transferred Property.

THEREFORE, the parties agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in and to the Development Agreement and the Project Approvals with respect to the Transferred Property. Assignee hereby accepts such assignment from Assignor.

2. Assumption. Assignee expressly assumes and agrees to keep, perform, and fulfill all the terms, conditions, covenants, and obligations required to be kept, performed, and fulfilled by Assignor under the Development Agreement and the Project Approvals with respect to the Transferred Property, including but not limited to those obligations specifically allocated to the Transferred Parcel as set forth on Exhibit "C" attached hereto.

3. Effective Date. The execution by City of the attached receipt for this Agreement shall be considered as conclusive proof of delivery of this Agreement and of the assignment and assumption contained herein. This Agreement shall be effective upon its recordation in the Official Records of Los Angeles County, California, provided that Assignee has closed the purchase and sale transaction and acquired legal title to the Transferred Property.

4. Remainder of Project. Any and all rights or obligations pertaining to such portion of the Project Site other than the Transferred Property are expressly excluded from the assignment and assumption provided in Sections 1 and 2 above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth next to their signatures below.

"ASSIGNOR"

[DEVELOPER]

"ASSIGNEE"

[_____]

RECEIPT BY CITY

The attached ASSIGNMENT AND ASSUMPTION AGREEMENT is received by the City of Gardena on this ____ day of _____, _____.

	CITY OF GARDENA
	By: _____ Community Development Director

[EXHIBITS “A” THROUGH “C” TO BE ADDED AT EXECUTION]

EXHIBIT D

LOCAL HIRING/LOCAL BUYING PROGRAM FOR CONSTRUCTION

Local Hiring Policy for Construction. Developer shall implement a local hiring policy (the “Local Hiring Policy”) for construction of the Project, consistent with the following guidelines:

1. Purpose. The purpose of the Local Hiring Policy is to facilitate the employment by Developer and its contractors at the Project of residents of the City of Gardena (the “Targeted Job Applicants”), and in particular, those residents who are “Low-Income Individuals” (defined below) by ensuring Targeted Job Applicants are aware of Project construction employment opportunities and have a fair opportunity to apply and compete for such jobs.
2. Definitions.
 - a. “Contract” means a contract or other agreement for the providing of any combination of labor, materials, supplies, and equipment to the construction of the Project that will result in On-Site Jobs, directly or indirectly, either pursuant to the terms of such contract or other agreement or through one or more subcontracts.
 - b. “Contractor” means a prime contractor, a sub-contractor, or any other entity that enters into a Contract with Developer for any portion or component of the work necessary to construct the Project (excluding architectural, design and other “soft” components of the construction of the Project).
 - c. “Low Income Individual” means a resident of the City of Gardena whose household income is no greater than 80% of the Median Income.
 - d. “Median Income means the median family income published from time to time by HUD for the Los Angeles-Long Beach Metropolitan Statistical Area.
 - e. “On-Site Jobs” means all jobs by a Contractor under a Contract for which at least fifty percent (50%) of the work hours for such job requires the employee to be at the Project site, regardless of whether such job is in the nature of an employee or an independent contractor. On-Site Jobs shall not include jobs at the Project site which will be performed by the Contractor’s established work crew who have not been hired specifically to work at the Project site.
3. Priority for Targeted Job Applicants. Subject to Section 6 below in this Local Hiring Policy provides that the Targeted Job Applicants shall be considered for each On-Site Job in the following order of priority:
 - a. First Priority: Any resident of a household with no greater than 80% Median Income that resides within the Low and Moderate Income Areas identified in the City of Gardena’s Housing Element;

- b. Second Priority: Any resident of a household with no greater than 80% Median Income that resides within the City; and
 - c. Third Priority: Any resident of a household with no greater than 80% Median Income that resides within a five (5) mile radius of the project site.
 - d. Fourth Priority: Any resident of a household that resides within the City or a five (5) mile radius of the project site.
4. Coverage. The Local Hiring Policy shall apply to all hiring for On-Site Jobs related to the construction of the Project, by Developer and its Contractors.
5. Outreach. So that Targeted Job Applicants are made aware of the availability of On-Site Jobs, Developer or its Contractors shall:
- a. Advertise available On-Site Jobs in the Gardena Valley News or similar local media and electronically on a City-sponsored website, if such a resource exists; and
 - b. Work with the South Bay Workforce Investment Board to coordinate recruiting and hiring of workers needed for development and operations of the project.
6. Hiring. Developer and its contractor(s) shall consider in good faith all applications submitted by Targeted Job Applicants for On-Site Jobs, in accordance with their normal practice to hire the most qualified candidate for each position and shall make a good faith effort to hire Targeted Job Applicants when most qualified or equally qualified as other applicants. The City acknowledges that the Contractors shall determine in their respective subjective business judgment whether any particular Targeted Job Applicant is qualified to perform the On-Site Job for which such Targeted Job Applicant has applied. Contractors are not precluded from advertising regionally or nationally for employees in addition to its local outreach efforts.
7. Term. The Local Hiring Policy shall continue to apply to the construction of the Project until the final certificate of occupancy for the Project has been issued by the City.
8. Developer and its contractor(s) shall abide by all applicable State and local labor regulations.

Local Buying Program for Materials and Supplies.

- 1. Local Supplier Requirements. Developer and its contractors shall use best faith efforts to ensure that materials and supplies used for construction of the project come from businesses based in the City of Gardena whenever possible.
 - a. Developer and its contractors shall coordinate with the City's Economic Development Manager to obtain a list of suppliers in the City.

- b. Developer and its contractors shall solicit bids from suppliers located in the City, but nothing shall require Developer and its contractors to purchase from such supplier if it is not the lowest bid.
- 2. Local Supplier Report. Developer shall prepare a quarterly report for the City's Economic Development Manager which shall quantify in dollar amount the materials and supplies procured from businesses based in the City of Gardena and the amount of material and supplies procured elsewhere. The report shall include a description of efforts made to procure materials and supplies from Gardena businesses.

Memorandum

Date: December 15, 2020

To: Curtis Burnett, Din/Cal 4, Inc.

From: Stephanie Cheng, AICP, Claude Strayer, PE, and Marta Polovin, Fehr & Peers

Subject: Gardena TOD Specific Plan Digital Sign Display and the Potential Effects on Distracted Driving

LB20-0010.00

A literature review was conducted to assess the potential effects on distracted driving as a result of a proposed digital sign display as part of the Gardena Transit Oriented Development (TOD) Specific Plan project in the City of Gardena. This memorandum outlines the key literature findings and considerations to reduce the potential for distracted driving associated with the digital sign display.

Changeable signs that are considered 'active' or 'dynamic' can display multiple messages in sequences. These signs may also be referred to as: changeable message signs, electronic/digital billboards, dynamic/animated signs, or digital reader boards. It should be noted that much of the research to date did not include video-based advertising and research studies have not kept pace with the advances in advertising technology, including animated, emergent video-based, or Light-Emitting Diode (LED) signs. Accordingly, some research factors do not apply to current advanced sign technologies.

Project Description

Din/Cal 4, Inc. proposes an exterior digital LED dynamic, fully animated display for the Gardena TOD Specific Plan project located at 12850 Crenshaw Boulevard, on the southeast quadrant of the intersection of Crenshaw Boulevard and El Segundo Boulevard. The site is located immediately south of an existing gas station. There is another gas station on the northwest corner and retail uses on the northeast and southwest corners of the intersection that all have on-site lighting that remains on at night. Surrounding uses along Crenshaw Boulevard include commercial and industrial uses. The new multi-family residential building will be eight (8) stories tall, including two and a half (2.5) levels of parking and five and a half (5.5) levels of residential units. The proposed sign would be mounted on the north side of the building facade facing El Segundo Boulevard. The dimensions of the proposed sign will be 59.8-feet high by 39.9-feet wide, or an area of 2,386 square



feet of exterior digital display. The sign will have the capability of showing full motion, brilliant colors, and dynamic video content. Display brightness will be adjustable. Hours of operation will be 6:00 AM to 2:00 AM.

Within the immediate vicinity, the sign would generally be visible to drivers on El Segundo Boulevard and Crenshaw Boulevard. When traveling southbound on Crenshaw Boulevard, the sign would be visible when approaching the intersection at El Segundo Boulevard. The sign would not be visible when traveling northbound on Crenshaw Boulevard. Along El Segundo Boulevard, the sign would be visible when traveling eastbound and westbound approaching the intersection at Crenshaw Boulevard.

Literature Review

This review included literature and related references ranging from 1980 to 2019. Many studies were limited in their sample size, conducted along rural or suburban freeways, or did not demonstrate statistically significant causality related to collision patterns. Overall, the potential safety impacts of distracted driving from digital signs remains inconclusive, though the following points were found to be consistent throughout the literature reviewed:

- Additional environmental clutter or distractions can increase crash risk.
- Research regarding the impact of roadside advertising on driving behavior is greatly dependent on study methodology, environmental context, and human factors (e.g., age, driving experience, fatigue) among drivers.¹
- Additional research and data collection are needed.
- The swift evolution of electronic technologies necessitates a reevaluation of previous legislations and regulations.

The literature review includes general academic research as well as research published or sponsored by the outdoor advertising industry. General research references work from academia as well as the transportation industry officials such as the Federal Highway Administration (FHWA), the American Association of State Highway and Transportation Officials (AASHTO), and the National Highway Traffic Safety Administration (NHTSA). To date, formal guidance to address potential traffic safety effects of digital signs has not been published. Further, the topic has not been addressed by the State CEQA Guidelines or the Los Angeles CEQA Thresholds Guide. FHWA and California Department of Transportation (Caltrans) have evaluated and allow digital billboards along highways, indicating that such signs are in conformance with federal and state regulations.

¹ Oviedo-Trespalacios, O., Truelove, V., Watson, B., & Hinton, J. (2019). "The Impact of Road Advertising Signs on Driver Behaviour and Implications for Road Safety: A Critical Systematic Review," *Transportation Research Part A: Policy and Practice*, Vol. 122.



General Research

The *Highway Safety Manual* describes the interactive effects of human factors, roadway factors, and vehicle factors on vehicle crashes.² The manual describes four distracting situations that could lead to failure to detect slowing or stopping vehicles (or pedestrians in a crosswalk) ahead at intersections. One of the four cited sources of distraction is an object of interest on the roadside, such as a roadside advertising sign.

A study commissioned for the City of Seattle in 2001 concluded that dynamic signs contribute to driver distraction for longer intervals than static signs.³ This report examined how this may be due to the psychological need to follow a task to its conclusion, which is known as the “Zeigarnik Effect”. The report also described how this effect is influenced by the delivery and content of the message:

- Scrolling messages of particular importance/interest could result in multiple seconds of distraction depending on its length.
- Sequential image or short video clips that tell a story may also result in longer periods of distraction.
- Anticipation of a new message could cause distraction (even if unrelated to the prior image).

The FHWA has conducted a series of studies that evaluate the possible safety impacts of electronic and digital signage. Many studies focus on human factors research and cognitive psychology to help identify the links between driver behavior, environmental factors (such as digital signage) and traffic safety. In 2009, AASHTO sponsored the study *Safety Impacts of the Emerging Digital Display Technology for Outdoor Advertising Signs* prepared by Jerry Wachtel. Despite being over a decade old, it remains one of the most recent and referenced reports available that provides guidance on digital billboards to date. As part of the study, Wachtel et al. reviewed 150 other studies and concluded that it was difficult to perform research that was not affected by small sample sizes, human factors, and generalizations.⁴

The 2009 Wachtel report, academic studies, and numerous professional reports cite *The 100-Car Naturalistic Driving Study* conducted in 2006 by the NHTSA and the Virginia Department of Transportation. The study included over 18 months of data collection tracking the driver behavior of 100 vehicles equipped with video and sensor devices.⁵ The database generated by this study

² AASHTO. (2010). “Highway Safety Manual,” 1st Edition.

³ Beijer, D., Smiley, A. & Eizenman, M. (2004). “Observed Driver Glance Behavior at Roadside Advertising Signs,” *Transportation Research Board (TRB)*.

⁴ Wachtel, J. (2009), “Safety Impacts of the Emerging Digital Display Technology for Outdoor Advertising Signs,” *NCHRP TRB*.

⁵ Wachtel (2009) & Klauer, S.G., Dingus, T., Neale, V., Sudweeks, J., & Ramsey D. (2006). “The Impact of Driver Inattention on Near-Crash/Crash Risk: An Analysis Using the 100-Car Naturalistic Driving Study Data,” *USDOT NHTSA*.



allowed for analysis of factors associated with crashes, near crashes, and critical incidents. The study found that a driver's eyes off-road time due to external distractions or inattention was estimated to cause more than 23% of all crashes and near crashes that occurred.

A follow-up analysis to the initial study found that distractions causing the driver to glance away from the forward roadway for more than two seconds increased the risk of crashing or having a near crash by at least two times over normal driving. However, the study also found that for drivers reporting drowsiness, the presence of a demanding driving environment resulted in lower crash risk compared to flat and less visually demanding environments.⁶ While crash incidence was shown to increase with diverted glances longer than two seconds, correlations based on the type and severity of crashes were not included in the study.

Since the 2009 Wachtel report, several studies that aim to expand understanding of the effects of digital billboards and signage on driver distraction and traffic safety have been published. These peer-reviewed studies often use the two-second rule established by *The 100-Car Naturalistic Driving Study*.⁷ However, the driving environment is often so complex that direct causality between a feature of the external environment and an increase or decrease in the number of traffic collisions remains inconclusive. The 2013 FHWA Study, *Driver Visual Behavior in the Presence of Commercial Electronic Variable Message Signs (CEVMS)*, concluded that typical eye glance duration for digital signs and standard billboards is usually less than 1.4 seconds.⁸ While drivers were found to glance at digital billboards longer than non-digital billboards, the study concluded that overall attention was focused on the task of driving and there were no discernable impacts on overall safety.

Smiley et al. conducted pre- and post- digital billboard installation collision analyses on urban intersections.⁹ The study evaluated three intersections with video billboards within the City of Toronto, measuring crashes approximately three years before sign installation and one year after

⁶ Klauer et al. (2006).

⁷ Edquist, J., Horberry, T., Hosking, S., & Johnston, I. (2011). "Effects of advertising billboards during simulated driving." *Applied Ergonomics*, Volume 42, Issue 4.

Milloy, S. & Caird, J. (2011). "External Distractions: The Effects of Video Billboards and Windfarms on Driving Performance." *Handbook of Driving Simulation for Engineering, Medicine and Psychology*.

Dukic, T., Ahlstrom, C., Patten, C., Kettwich, C., and Kircher, K. (2013). "Effects of electronic billboards on driver distraction." *Traffic Injury Prevention*, Volume 14.

Roberts, P. (2013). "Designing evidence-based guidelines for the safe use of digital billboard installations: Experience and results from Australia." *Proceedings of the 16th International Conference Road Safety on Four Continents; Beijing, China*.

Divekar, G., Pradhan, A., Pollatsek, A., & Fisher, D. (2012). "Effect of External Distractions: Behavior and Vehicle Control of Novice and Experienced Drivers Evaluated." *Transportation Research Record*, Volume 2321.

⁸ Perez, W., Bertola, M., Kennedy, J.; & Molino, J. (2013). "Driver Visual Behavior in the Presence of Commercial Electronic Variable Message Signs (CEVMS)," *FHWA*.

⁹ Smiley, A., Persaud, B., Bahar, G., Mollett, C., Lyon, C., Smahel, T., and Kelman, W.L. (2005). "Traffic Safety Evaluation of Video Advertising Signs," *Transportation Research Record*, Volume 1937.



sign installation. Two intersections demonstrated increases in both total and rear-end crashes; the third intersection showed no significant increase in crashes. Due to the small sample size, the results were inconclusive with regards to the overall relationship between the potential for traffic safety impacts due to distracted driving and digital billboards.

Driver distraction and associated risks vary depending on the roadway classification and land use setting or context. Numerous studies states that simple driving-related tasks consume relatively little information processing; however, when additional conditions such as traffic congestion, weather, or complicated roadway geometries exist, the additional distraction of a dynamic sign could lead to driving errors. On urban arterials, in contrast to freeways or rural highways, drivers are exposed to a more complex environment and encounter vulnerable road users such as pedestrians and bicyclists.¹⁰ Perez et al. found that drivers on urban arterials were more likely to look at digital billboard displays for longer durations than drivers on freeways, likely attributed to slower travel speeds. However, long “dwell times” (referring to the length of time a driver’s eyes remain on the billboard) on digital billboards were not observed or recorded on urban arterials.¹¹

Human factors relate to all elements that explain driver behavior. The diversity of published literature acknowledges the role of human factors in the research. Driver characteristics significantly affect the risk of distraction or inattention. Distraction can be caused by internal factors (such as fatigue and medication), factors external to the driver but internal to the vehicle (such as cell phones and navigation systems), and factors external to the vehicle (such as pedestrians and signs). Results from a survey given to all participating drivers as part of *The 100-Car Naturalistic Driving Study* indicated that driver age, experience, self-reported traffic violations and accidents, daytime sleepiness rating, and personality result in substantially different levels of involvement in inattention-related crashes and near crashes.¹²

Industry-Sponsored Research

Four key studies have been published with support from the advertising industry, largely demonstrating no adverse effects from digital billboards.¹³ These studies range from more naturalistic experiments with real drivers on real roadways to simulator studies in a laboratory.

¹⁰ Smiley et al. (2005).

¹¹ Perez et al. (2013).

¹² Klauer et al. (2006) & Belyusar, D., Reimer, B., Mehler, B., Coughlin, J. (2015). “A field study on the effects of digital billboards on glance behavior during highway driving,” *Accident Analysis and Prevention*, Volume 88.

¹³ Lee, S. (2007). “Driving Performance and Digital Billboards.” *Virginia Tech Transportation Institute & Foundation for Outdoor Advertising Research and Education*.

Tantala, M. & Tantala, A. (2009). “An Update of a Study of the Relationship between Digital Billboards and Traffic Safety in Cuyahoga County, Ohio,” *Tantala Associates, Foundation for Outdoor Advertising Research and Education*.

Hawkins, K., Kuo, P. and Lord, D. (2012). “Statistical Analysis of the Relationship between On-Premise Digital Signage and Traffic Safety.” *Texas A&M & The Signage Foundation, Inc.*



Industry reports provide summaries and interpretations of the academic research related to digital signage and driver distraction. A 2004 report states that despite the conservative approach to safety concerns, the ensuing 20 years of “inevitable” technology proliferation in billboards has shown there to be no observable spike in traffic safety concerns related to billboards. The report also points out that many cities permit or encourage engaging signage, frequently digital, in the urban core to help cultivate a feeling of excitement and engagement.¹⁴

Design & Operation Considerations

The following summarizes design and operational considerations obtained from the literature that will minimize the potential for driver distraction associated with the proposed sign. The potential impacts of the proposed sign are addressed in *italics*.

Animation & Movement

Any animation should avoid “flashing, strobing, or racing effects” as such types of movement are more distracting than other types of animation.¹⁵ Additionally, animation that may resemble “red or blinking intermittent light” or may resemble traffic control devices should be prohibited.¹⁶

The proposed sign content is anticipated to comply with the considerations above.

Placement

Lateral placement should reduce the driver’s need to turn their head by minimizing the angle away from the forward view. Signage should not be placed in spaces that are highly demanding for drivers based on roadway geometry or placed in spaces that are visually cluttered.¹⁷

The roadway segment alignments at the proposed project location are generally straight and the sign will be primarily visible to drivers on Crenshaw Boulevard traveling in a southbound direction. Drivers traveling eastbound and westbound on El Segundo Boulevard may be inclined to turn their head towards the proposed sign. However, the proposed placement is not atypical and the inclination for drivers to turn their heads would be considered comparable to other urban elements in the area.

Spacing

No more than two digital billboards should be located within driver’s field of view at the same time.¹⁸

¹⁴ US Sign Council, “Electronic Sign Zoning Information,” (2004).

¹⁵ Morris, Marya, John Baker and Daniel Mandelker. (2009). “Regulating Digital Signs and Billboards (S606).” APA National Conference, presented April 28, 2009.

¹⁶ Outdoor Advertising Act (Article 7, Section 5403 of the California Code of Regulation).

¹⁷ Roberts (2013).

¹⁸ Wachtel et al. (2009).



The proposed sign would be the first digital billboard at the intersection. The nearest digital sign is located on Crenshaw Boulevard approximately 600' north of El Segundo Boulevard in the City of Hawthorne, which is not expected to conflict with the placement of the proposed sign.

Illuminance and Luminance

Illuminance refers to the light energy landing on a surface at a distance from a sign, while luminance refers to the light energy at the sign surface itself. The FHWA recommends adjusting luminance in response to ambient illuminance to ensure signage is not “unreasonably bright for the safety of the motoring public”¹⁹. For areas of medium to high ambient illuminance, academic literature recommends digital signs should not exceed 0.8 foot candles and that digital signs should be equipped with auto-dimming technology.²⁰

The proposed sign content is anticipated to comply with the recommendations above and will provide timed dimmers. A formal lighting study is also underway that will be submitted to the City for review prior to project approval.

Operations

The timeframe during which a sign is operational can be regulated if the standards pass the “time, place, manner” test.²¹ The standards must be content-neutral, but may require all digital or internally-lit signage to turn off or dim after a certain time of night, for example. The FHWA recommends requiring a default designed to freeze the image in the event of a malfunction²². These types of regulations can ameliorate community concerns about light pollution or about exacerbating the dangers of impaired drivers past a certain time of night.

The proposed sign content is anticipated to comply with the recommendations above. The proposed sign operation would function from a content server with a backup server system. The backup server system would respond in the event of a malfunction in the content server.

¹⁹ FHWA (2007).

²⁰ Gottwald, R. (2011). “Recommended Night-time Brightness Levels for On-Premise Electronic Message Centers (EMC’s),” *International Signage Association*.

²¹ Mandelker, D. and Baker, J. (2014). “Bettman Symposium: Reading the Signs (S656).” *APA National Conference*.

²² FHWA (2007).



Conclusion

The most recent research on the topic concludes that:

Based on the available evidence, it is not possible to conclude that there is a direct relationship between the driving behavior changes that can be attributed to roadside advertising and subsequent road crashes. Most of the results in this respect remain inconclusive. However, there is an emerging trend in the literature suggesting that roadside advertising, particularly those signs with changeable messages, can increase crash risk. It is important to bear in mind that most of the empirical studies undertaken to date feature strong methodological limitations. Finally, roadside advertising technology is continually evolving, so there is a need for further research to ensure the recent technological advancements are addressed.²³

The impact of installing a dynamic sign in an urban location is much different than a sign installed in a rural context or a highway. Therefore, the recommendations of the research cannot be applied universally. The distracting environment along an urban arterial demands a constant level of attention, particularly at intersections. Higher ambient lighting along urban arterials may neutralize some concerns regarding the effects of dynamic signs that otherwise exist on rural or suburban roads, where highway users can become lulled in inattention and then surprised by unexpected events.

Based on the literature review, design and operational characteristics of the digital sign were identified to minimize driver distraction and the potential for traffic safety hazards. The project is expected to be designed and operated to meet these characteristics to the extent feasible and therefore reduce the potential for traffic safety hazards associated with driver distraction.

²³ Oviedo-Trespalacios et al. (2019).

Attachment C

LINSCOTT
LAW &
GREENSPAN

engineers

MEMORANDUM

To:	Dave Rand Armbruster Goldsmith & Delvac LLP	Date:	September 23, 2020
From:	David S. Shender, P.E. Linscott, Law & Greenspan, Engineers	LLG Ref:	5-20-0518-1
Subject:	Parking Study for the Proposed Residential Project at 12850 Crenshaw Boulevard City of Gardena		

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This memorandum has been prepared by Linscott, Law & Greenspan, Engineers (LLG) to provide a comprehensive parking study related to the proposed residential project at 12850 Crenshaw Boulevard in the City of Gardena (“the Project”). The Project proposes the development of 265 multi-family residential units. A total of 267 vehicle parking spaces are proposed to be provided on-site. A Specific Plan is proposed to regulate development at the Project site.

The Project site is located approximately two-thirds of a mile walking distance to the nearby Metro Green Line station. As such, the Project site is located adjacent to a Transit Priority Area¹ (TPA) as defined by the Southern California Association of Governments (SCAG). In addition, many of the Project residents are expected to be employed at nearby businesses, including the SpaceX facility located across El Segundo Boulevard from the Project site. The proposed Specific Plan includes a Transportation Demand Management (TDM) Plan. To reduce vehicular trips and on-site parking demands, the TDM Plan requires an exclusive 30-day pre-leasing period targeted for employees who work within a one-half mile radius of the Project Site (e.g., SpaceX).

The Specific Plan’s proposes two development standards related to off-street parking that differ from the Gardena Municipal Code:

- Number of Parking Spaces Required (Section 18.40.040). The Project proposes to provide parking at a rate that differs from those defined by Section 18.40.040 of the Gardena Municipal Code. As the characteristics of the Specific Plan are unique to the Project, it is anticipated that parking demand will be less than the rates established by Section 18.40.040. The parking analysis has been prepared to evaluate the proposed parking for the Project using Specific Plan parking rates. Details of the parking demand analysis prepared for the Project are provided in a following section.

¹ A TPA is defined the area located within one-half mile of major transit stops, including an existing rail transit station.

- Size of Parking Spaces (Section 18.40.050). The Project proposes dimensions related to the parking area that differ from Section 18.40.050 of the Gardena Municipal Code. The width of the parcel on which the Project is located makes it impractical to provide parking lot dimensions that comply with the Gardena Municipal Code. The dimensions proposed for the Specific Plan, however, are consistent with parking design standards utilized by other jurisdictions and, therefore are considered to be safe and efficient as described in a following section.

Project Description

The Project consists of a residential development featuring 265 apartment units. A total of 267 vehicle parking spaces are proposed to be provided on-site. Specific components of the Project development plan are as follows:

- Residential with 265 units:
 - 95 Studio apartments
 - 132 1-bedroom units
 - 38 2-bedroom units

Specific Plan Parking Calculation

As previously noted, the Project is proposed to be developed as part of a Specific Plan and proposes off-street parking rates differing from those defined in the Municipal Code. For example, the Section 18.40.040 of the Gardena Municipal Code requires two parking spaces per each unit (i.e., studio units, 1-bedroom units, and 2-bedroom units). The Specific Plan proposes one parking space for each unit (i.e., studio units, 1-bedroom units, and 2-bedroom units). In addition to the 265 parking spaces for the residential units, the Project will provide two (2) additional parking spaces that would serve leasing, mail, and shared ride use (e.g., Uber/Lyft).²

Transportation Demand Management

The Specific Plan includes a TDM Plan to reduce single-occupant automobile travel and take advantage of the Project site's proximity to large employment centers, transit services, and bicycle and pedestrian facilities.

² It is noted that additional parking spaces would be available as-needed on-site for daytime use by other non-resident vehicles such as the on-site manager, maintenance/contractors, etc. because: 1) not every resident will choose to rent a parking space; and 2) parking spaces will be available during the day as some residents are at work or school.

TDM measures include the following:

Pre-Leasing for Area Employees. Residential units within the Specific Plan area shall be marketed exclusively for a thirty-day period to employees working within a one-mile radius of the development, before the units are offered for rent to the general public. The developer shall submit a pre-leasing marketing plan to the Director of Community Development for review and approval prior to issuance of a temporary certificate of occupancy. The developer must then demonstrate compliance with the approved thirty-day exclusive marketing plan prior to issuance of a final certificate of occupancy.

Transit Information. To ensure that residential tenants and guests are aware of transit options and TDM programs available to them, an information board or kiosk shall be posted in a central location within the Specific Plan area.

One-time Free Monthly Transit Pass. Given the Specific Plan area's location within walking distance (approximately two-thirds of a mile) to the Crenshaw Station, the developer shall offer future residents who commence a 12-month lease a one-time monthly Metro transit pass. These one-time monthly transit passes shall be offered to new residents for a 24-month period ("Free Pass Period") commencing after issuance of any temporary or final certificate of occupancy. The Developer shall demonstrate compliance with this requirement to the satisfaction of the Director of Community Development. In the event the Director of Community Development determines the developer failed to satisfy this requirement, the developer shall be given seven days to demonstrate compliance ("Cure Period"). In the event the developer fails to demonstrate compliance during the Cure Period, the City may extend the Free Pass Period by one week for each resident denied a Metro transit pass. This would encourage and help facilitate a culture of transit use by Project residents.

Unbundled Parking. The Specific Plan requires that the rent for a parking space at the Project be charged separate from the rent of the residential unit. This unbundling of the charge for a parking space brings visibility to the cost of vehicle ownership and allows residents to choose between renting a parking space or using a portion of these funds for other uses, such as purchasing a transit pass and/or maintaining a bicycle. Residents who choose to not rent a parking space must commit in their leases that they will not park a personal vehicle at the Project site or nearby area.

On-site Residential Bicycle Parking. The Specific Plan requires one (1) bicycle parking space per residential unit (located in secured facilities accessible only by residents). All bicycle parking shall be located in a safe, convenient location, encouraging the use of bicycle transportation by residents and residential guests.

Ride-Sharing Pick-Up/Drop-Off. A designated loading zone within the Specific Plan area shall be signed and distinguished (e.g., with paving and/or paint) so that it is utilized as pick-up and drop-off zones for ride-sharing services.

Transit Oriented Development Parking Demand Research

As previously noted, the Project proposes to provide off-street parking based on the rate established as part of a Specific Plan. It is anticipated that many of the Project's residents will be employed at nearby businesses and/or utilize transit options in the area, including the Metro Green Line. As stated above, the Specific Plan TDM Plan requires an exclusive 30-day pre-leasing period targeted for employees who work within a one-half mile radius of the Project Site (e.g., SpaceX employees). As this development is transit-oriented, a parking rate providing fewer spaces than those established in the Municipal Code is proposed. Parking demand research for Transit Oriented Developments ("TODs") was conducted as part of this parking review and is summarized in the following paragraphs.

TOD Letters in Support of Reduced Parking and TDM

LLG understands the City of Gardena will prepare a Draft Environmental Impact Report (Draft EIR) for the Specific Plan. In conjunction with the preparation of the Draft EIR, the City recently issued a Notice of Preparation to affected government agencies and nearby stakeholders. In response, the City has received two letters from government agencies in support of reduced parking for the Specific Plan based on the TOD aspect of the Project.

Caltrans submitted a letter in response to the NOP to the City³ in support of the TOD nature of Project, including the statement, "Caltrans acknowledges and supports infill development that prioritizes nearby transit service, promotes active transportation, and provides a mixture of land uses that keep the goods and services people need in close proximity to where they work and live." Further the Caltrans letter supports reduced on-site parking for TOD projects including, "Caltrans still recommends reducing the total amount of parking whenever possible, as research on parking suggests that abundant parking enables and encourages driving. Research looking at the relationship between land-use, parking, and transportation indicates that the amount of car parking supplied can undermine a project's ability to encourage public transportation and active modes of transportation."

³ Letter to John Signo, City of Gardena, signed by Miya Edmonson, IGR/CEQA Branch Chief of Caltrans, September 10, 2020.

In addition, the Los Angeles County Metropolitan Transportation Authority (Metro) also submitted a letter⁴ to the City in response to the NOP. Within the letter, Metro states, “Metro encourages the incorporation of transit-oriented, pedestrian-oriented parking provision strategies such as the *reduction or removal of minimum parking requirements* [emphasis added] and the exploration of shared parking opportunities. These strategies could be pursued to reduce automobile-orientation in design and travel demand.”

In summary, the Draft EIR NOP letters submitted to the City by Caltrans and Metro support reduced parking for the Specific Plan based on the TOD characteristics of the Project.

TOD Research

LLG conducted a review of studies related to parking demand and recommended parking ratios for residential TOD projects. Below is a summary of two recent studies relevant to the analysis of parking for the Project:

- City of Palo Alto Study. In 2018, the City of Palo Alto reviewed potential adjustments to its parking ratios for multi-family housing, including for market-rate residential projects. The City commissioned a parking study⁵ which included parking utilization counts at existing market-rate residential sites. At the project located a half-mile from a Caltrain station, the peak parking demand rate was observed to be 0.79 spaces per unit. At an additional project located 1.2 miles from a Caltrain station, the peak parking demand rate was observed to be 1.0 spaces per unit. Accordingly, as the Project is located approximately two-thirds of a mile from a Green Line station, it is reasonable to foresee that the expected parking demand will likely fall between the 0.79 spaces and 1.0 spaces per unit observed in the Palo Alto study.
- BART TOD Guidelines. In May 2017, Bay Area Rapid Transit (BART) issued a study⁶ providing suggested parking supply guidelines for residential projects constructed within a half-mile of its transit stations. The BART TOD guidelines recommend that agencies adopt no minimum parking requirements for residential projects located within a half-mile of transit stations, a maximum of one parking space per unit for residential projects that are a minimum of five stories in height, and 0.5 spaces per unit for projects that are a minimum of seven stories in height. The Project proposes to provide 5.5 levels of residential uses. Accordingly, the parking ratio recommendations in

⁴ Letter to John Signo, City of Gardena, signed by Shine Ling, Manager, Transit Oriented Communities, Metro, September 18, 2020

⁵ *City of Palo Alto Multi-Family Parking Demand Rates*, Fehr & Peers, April 2018.

⁶ *BART Transit-Oriented Development Guidelines*, May 2017.

the BART document for residential projects are consistent with those provided in the proposed Specific Plan.

TOD Ordinances in Other Jurisdictions

Parking requirements at specific TOD projects, as well as jurisdictional requirements, were reviewed as part of this parking study. Many jurisdictions have recognized that residential projects in areas with high levels of transit service experience less parking demand as compared to developments in areas where nearly all travel is done by private automobile.

Table 1 provides a summary of residential parking requirements in TOD areas located in California. **Table 1** provides a breakdown of residential parking requirements for studio, 1-bedroom, and 2-bedroom units, as well as any residential guest parking rates, with a comparison to the Specific Plan residential parking rate.

Table 1
Residential Parking Examples from Other Jurisdictions

Project/Jurisdiction	Location	Minimum Parking Requirements			
		Studio	Bedroom	2-Bedroom	Guest Parking
Proposed Project					
Proposed Specific Plan	Gardena	1 sp/unit	1 sp/unit	1 sp/unit	0 sp/unit
Other Jurisdictions					
L.A. County Metro ⁷	L.A County	0 sp/unit	0 sp/unit	0 sp/unit	0 sp/unit
Willowbrook TOD Plan	Los Angeles	.6 sp/unit	.9 sp/unit	1.2 sp/unit	.15 sp/unit
Vermont/Western TOD	Los Angeles	1 sp/unit	1 sp/unit	1 sp/unit	.25 sp/unit
San Diego TPA	San Diego	0 sp/unit	0 sp/unit	0 sp/unit	0 sp/unit
City of Oakland ⁸	Oakland	1 sp/unit	1 sp/unit	1 sp/unit	0 sp/unit
City of Berkeley	Berkeley	1 sp/unit	1 sp/unit	1 sp/unit	0 sp/unit

⁷ Per the Metro NOP letter, Metro suggests reduction or removal of minimum parking requirements for TOD projects.

⁸ Parking rates apply Citywide except in Central Business District, Broadway Valdez District and Coliseum Area District which have reduced parking requirements for multi-family residential.

As shown in *Table 1*, the proposed Specific Plan provides a similar or greater parking rate for residential units as the other existing TOD plans/ordinances. The Willowbrook TOD Plan shown on *Table 1* was recently enacted by the County of Los Angeles. The plan area is located in the vicinity of the Willowbrook station along the Metro Green Line.

In summary, the residential parking rates proposed for the Project as part of the Specific Plan will result in a parking supply that will exceed the existing TOD plans and ordinances adopted by other agencies in California.

Parking Dimensions

The Specific Plan proposes parking space dimensions that vary from Section 18.40.050 of the Gardena Municipal Code. *Table 2* provides a comparison of the parking space dimensions required by the Gardena Municipal Code and the corresponding dimensions proposed in conjunction with the Specific Plan.

Table 2
Comparison of Parking Stall Dimensions
Gardena Municipal Code vs. Proposed Specific Plan

Issue Area ⁹	Gardena Municipal Code (Section 18.40.050)	Proposed Specific Plan
Standard Parking Stall Dimensions ¹⁰	9 x 18 feet	9 x 18 feet
Compact Parking Stall Dimensions	8 x 17 feet	9 x 16 feet
Drive Aisle Width	26 feet	24 feet
Proportion of Compact Spaces to Overall Number of Required Spaces	Up to 25% ¹¹	Up to 50%

⁹ Based on 90-degree parking spaces

¹⁰ Section 18.40.050 (B) of the Gardena Municipal Code stipulates that parking spaces adjacent to a wall or any obstruction shall have a minimum dimension of 10 feet by 20 feet. The Specific Plan proposes no additional adjustment to the standard and compact space dimensions.

¹¹ Section 18.40.050 (C) of the Gardena Municipal Code stipulates that compact parking spaces cannot be used to satisfy the required parking supply for residential uses. The Specific Plan proposes that compact spaces may be used to satisfy the required parking supply for residential uses.

The on-site parking garage proposed at the Project provides two “bays” of 90-degree parking spaces. That is, two two-way drive aisles with a row of 90-degree parking spaces located along each side of the both drive aisles. Each bay of parking is proposed to be 58 feet in width consisting of one row of compact spaces (16 feet in length) and one row of standard spaces (18 feet in length) separated by a two-way drive aisle (24 feet in width). In no circumstance will two rows of compact-sized parking spaces be provided within a single parking bay, except in the limited circumstances where a parking space in the row of standard-sized spaces is located adjacent to a wall or other obstruction (in which case it will be designated as a compact space).

Based on the Municipal Code parking dimension requirements (assuming standard size parking spaces), the overall width of the garage would need to be 124 feet: four rows of 90-degree parking spaces that are each 18 feet in length (72 feet overall) and two drive aisles that are 26 feet in width (52 feet overall). However, the existing width of the Project site parcel only permits construction of a parking garage that provides an overall width of 116 feet (i.e., eight feet less than the “standard” width of two bays of parking). Accordingly, the Specific Plan proposes adjustments to the Municipal Code parking dimensions as follows:

- Reduce the width of the drive aisle from 26 feet to 24 feet (resulting in a “savings” of four feet across the two bays of parking); and
- Provide two rows compact parking spaces (which are not permitted to satisfy required residential parking per the Municipal Code) and reduce the stall length from 18 feet to 16 feet (resulting in a “savings” of four feet).

Two additional adjustments to the Municipal Code parking dimensions are proposed based on the limited size of the Project site parcel:

- Allow up to 50% of the parking supply to be designated as compact spaces, instead of the maximum 25% of the supply of parking spaces that may be designated as compact spaces in the Municipal Code¹²; and
- Maintain the proposed parking stall length and width adjacent to walls and obstructions instead of adding additional length and width to the parking space dimensions per the Municipal Code.

¹² As currently designed, approximately 41.2% of the parking supply (110 of the proposed supply of 267 spaces) are proposed to be compact spaces. The Specific Plan provision for designating up to 50% of the parking supply as compact spaces allows for changes to the final parking layout that may be needed at the time of preparation of construction documents.

Justifications for the parking dimensions proposed under the Specific Plan are as follows:

- The proposed parking stall width and length, as well as the drive aisle width are consistent with or exceed the requirements of other jurisdictions. As noted, the Project proposes standard parking stall and compact parking stall dimensions that are 9 x 18 feet and 9 x 16 feet, respectively. In addition, a drive aisle width of 24 feet is proposed.
 - City of Los Angeles.¹³ The parking stall dimensions proposed at the Project meet or exceed the minimum standard parking stall (8'-8" x 18 feet) and compact parking stall (7 x 15 feet) dimensions for the City of Los Angeles. In addition, for drive aisles, the City of Los Angeles requires 25'-4" adjacent to standard size stalls¹⁴ and 20 feet adjacent to compact size stalls. The drive aisles proposed within the Project (24 feet) will closely match the City of Los Angeles requirement adjacent to standard size stalls and will exceed the requirement adjacent to compact size stalls by four feet.
 - County of Los Angeles.¹⁵ The parking stall dimensions proposed at the Project exceed the County of Los Angeles minimum standard (8.5 feet) and compact (eight feet) parking width requirement. In addition, for drive aisles, the County requires 26 feet adjacent to standard size stalls and 23 feet adjacent to compact size stalls. The drive aisles proposed within the Project (24 feet) will closely match the County of Los Angeles requirement adjacent to standard size stalls and will exceed the requirement adjacent to compact size stalls by one foot.
- The Project characteristics allow for a deviation of typical parking dimension standards. The Project is a residential development and its vehicle parking area will be used almost exclusively by residents of the Project. Unlike other parking facilities, the parking area will be used by persons who are highly familiar with the layout of the garage. Further, the trip generation characteristics of residential projects are typically highly directional: outbound trips during the weekday morning commuter peak period and inbound trips during the weekday afternoon commuter peak period. Further, there is very little turnover of parking spaces during the course of a typical day. Thus, motorists driving through the garage will have little, if any conflict with other vehicles, including oncoming traffic.

¹³ City of Los Angeles Ordinance No. 142306

¹⁴ The City of Los Angeles requires a drive aisle width of 25'-4" adjacent to standard size parking spaces that are nine feet in width.

¹⁵ County Code Section 22.112.080

- Vehicle characteristics support smaller parking spaces. The relatively higher proportion of parking spaces that are 16 feet in length can be provided without adverse impacts to vehicle circulation in the Project garage because vehicle dimensions are generally smaller as compared to prior years. Below is the vehicle length for the five highest selling vehicles in California in 2019¹⁶:
 - Honda Civic: 15'-3"
 - Tesla Model 3: 15'-5"
 - Honda Accord: 16'-0"
 - Toyota Camry: 16'-0"
 - Toyota RAV4: 15'-2"

All of the vehicles listed above can be accommodated within the compact parking spaces that are proposed at the Project. Further, the proposal to provide a nine-foot width for the compact spaces at the Project (instead of the minimum eight-foot width for compact spaces permitted by the Gardena Municipal Code) ensures that motorists will be able to readily maneuver to and from the parking spaces with minimal delay. Therefore, the proposal in the Specific Plan to allow up to approximately 50% of the parking stalls at the Project to be designated as compact spaces will not adversely affect the safe and efficient flow of vehicle traffic through the garage. Further, the proposal to designate up to 50% of the parking stalls as compact parking spaces is similar to other jurisdictions, such as the previously referenced City of Los Angeles parking design standards which permit up to 40% of required parking spaces to be designated as compact parking stalls.

- Additional width is not required for parking spaces adjacent to walls or obstructions. The Specific Plan does not propose any additional or length for parking stalls adjacent to walls or obstructions within the Project's parking garage. As previously noted, all parking spaces (standard and compact) will be nine feet in width. This exceeds the City's required width for a compact parking space. Further, as previously noted, the trend in California for smaller-size vehicles, which can readily be accommodated within a nine-foot wide stall, even when located adjacent to a wall or obstruction. Finally, the Project proposes that any parking space adjacent to a wall or obstruction be designated as a compact space. No additional width is required for parking spaces located adjacent to walls or obstructions within the Project's parking garage.

¹⁶ Source: <https://www.edmunds.com/most-popular-cars/>

Conclusions

Based on the Project's close proximity to employment centers and transit stations, including the Metro Green Line's Crenshaw Station, as well as research of existing parking demand rates and requirements at TOD projects, the 267 parking spaces will adequately serve the Project. In addition, the parking space dimensions as proposed within the Specific Plan will provide for the safe and efficient flow of vehicular traffic within the Project's parking garage.

cc: File

Richard Willson

Professor, Urban and Regional Planning

Expertise:

[Transportation Planning](#), [Parking Policy](#), [Urban Planning](#), [Climate Change Planning](#), [Inland Empire Transportation](#), [Traffic Congestion and Mitigation](#), [Greenhouse Gas Emissions & Transportation](#), [Professional Development](#)

Richard Willson's research addresses parking policy, climate change planning, land/use transportation relationships, travel demand management, transit-oriented development, planning theory and professional development. The transportation and land use research links analytic insight on travel behavior with the broader context for transportation decision-making. It addresses parking policy, transit policy, and integrated land use and transportation planning. He consults with regional and local agencies, such as the Bay Area Rapid Transit District, local cities and developers of urban infill projects. Prior to his academic career, he was a transportation planner for the City of Los Angeles Community Redevelopment Agency. Willson is a Fellow of the American Institute of Certified Planners. His research has appeared in the *Journal of the American Planning Association*, *Transportation*, *Regional Science and Urban Economics*, and others.

Recent Grants and Fellowships:

- "AICP Training Program for Caltrans Employees," California State University San Bernardino William and Barbara Leonard University Transportation Center, \$77,000, 2016
- "Incorporation of Greenhouse Gas Emission Reduction, Safety and Congestion Relief Considerations into Transportation Planning," Principal Investigator Wen Cheng, Cal Poly Pomona Strategic Interdisciplinary Research Grant, \$13,000 (Willson \$4,000), 2012
- "Travel Behavior of Residents of Transit-Oriented Development in the Inland Empire," California State University San Bernardino William and Barbara Leonard University Transportation Center, \$50,000, 2009
- "Municipal GIS Practices for Transportation Planning in the Inland Empire," Principal Investigator: Dr. Michael Reibel, California State University San Bernardino University William and Barbara Leonard Transportation Center, \$70,000 (\$4,000 Willson), 2008

Selected Publications:

- "[Being an Idealist in Difficult Times](#)," *American Planning Association*, Aug. 23, 2020
- "A Day in the Life of a Parking Space: A New Metric for Parking Studies," *Transportation Research Record: Journal of the Transportation Research Board*, No. 2651, 2017
- [A Guide for the Idealist: Launching and Navigating Your Planning Career](#) (Routledge, 2017)
- With A. Irish, "Dynamic Parking Pricing Evaluation: A Framework for Metrics," *Transportation Research Record: Journal of the Transportation Research Board*, No.2543, 143-151, DOI 10.3141/2543, 17, 2016
- [Parking Management for Smart Growth](#) (Island Press 2015)
- [Parking Reform Made Easy](#) (Island Press 2013)
- [Launching Your Planning Career: A Guide for Idealists](#), *org*, regular blog series

Interviews:

- "[Why are Trader Joe's parking lots so small?](#)" *KPCC Radio "Take Two"*, August 27, 2017
- "[Why transit ridership decline on the Metro System](#)," *CBS2 News at 6pm*, January 27, 2016
- "KCAL9 News at 9 p.m.," on the reasons for transit ridership decline on the Metro System, January 27, 2016
- "[Is It Time to Reform LA Parking Fines?](#)" *KCRW Radio "Which Way LA."*, June 17, 2014

- ["Southern California not so sprawling after all,"](#) *Los Angeles Times*, Tim Logan reporter. April 2, 2014
- "Cities Cut Parking Mandates," *Wall Street Journal*, Kris Hudson reporter, July 9, 2013
- Interview with Steve Chiotakis, KCRW segment during "All Things Considered," about the proposed sale of the Los Angeles Dodgers without the parking facilities, February 24, 2012

Education:

B.E.S., Urban and Regional Planning, University of Waterloo (ON)

M. Urban and Regional Planning, University of Southern California and a Ph.D., Urban Planning, University of California

Attachment E

TECHNICAL MEMORANDUM

TO: Gregg McClain
Community Development Director
City of Gardena

FROM: Richard Wilson, Ph.D. FAICP¹
Richard Wilson Consulting

SUBJECT: Parking Review of a Proposed TOD Residential Project at 12850 Crenshaw Boulevard,
City of Gardena

DATE: March 30, 2021

Summary

The 12850 Crenshaw Boulevard (Proposed Project) transit-oriented development (TOD) represents a new form of development for the City of Gardena. Such developments require a different approach to parking than highway-oriented developments. TOD projects generally have lower household vehicle ownership that is based on a smaller share of auto-access trips. Furthermore, TOD sites allow for coordinated parking management and travel demand management (TDM) strategies that moderate parking demand and ensure efficient use of parking resources. Lastly, TOD parking requirements anticipate future transportation conditions that include increased use of shared mobility modes, and lower household vehicle ownership.

Many cities in Southern California are rethinking parking requirements for TODs. Indeed, there is a movement across the country to eliminate minimum parking requirements, city-wide or for specific land uses (“people over parking”).²

This memo endorses the analysis developed in the Linscott Law & Greenspan (LLG) parking memorandum dated May 5, 2020. I am in agreement with the proposed parking supply of one space per unit and the minor changes to space size and aisle width standards.

The memo provides additional research-based evidence and precedents on TOD parking demand, and outlines Travel Demand Management (TDM) and parking management strategies considerations.

¹ Richard Willson is professor in the Department of Urban and Regional Planning at Cal Poly Pomona and a consultant on parking and TOD. His academic research focuses on parking supply and management, and has resulted in dozens of journal articles and two books on parking (*Parking Reform Made Easy*, 2013 and *Parking Management for Smart Growth*, 2015). His research on transit-oriented development parking includes “Parking Policy for Transit-Oriented Development: Lessons for Cities, Transit Agencies, and Developers.” *Journal of Public Transit*. (2005) 8,5: pp. 79-94.

² See *Strongtowns* map of cities implementing reforms. Accessed at <https://www.strongtowns.org/parking>

Project Description

The Proposed Project is a 265-unit residential development, comprised of 95 studio apartments, 132 1-bedroom apartments, and 38 2-bedroom apartments. The proposed parking supply is 267 spaces. An extensive TDM proposal is included in the LLG memorandum. The Proposed Project is within two-thirds of a mile of a Metro Green Line station.

12850 Crenshaw Boulevard's parking is provided in a structure that uses the site efficiently and support design features for active street frontage and a pedestrian-oriented place. Traditional suburban parking standards are not appropriate for the Proposed Project, given its transit and workforce housing orientation.

Parking Requirements

Across the U.S., there is a trend to eliminate minimum parking requirements. This leaves the decision of how much parking to build up to the developer, considering the intended market for their project. An early adopter of city-wide elimination is Buffalo NY. Evaluation studies showed that developers continued to build parking for their developments, but they did so in accordance with their understanding of the parking demand for the development, as shaped by transit access and context.

Cities are also eliminating parking minimums for particular uses. For example, Berkeley CA recently eliminated minimum parking requirements for most residential developments. Further, some cities eliminate parking requirements in particular districts. For example, City of Los Angeles planners recently proposed a plan and new zoning code that eliminates minimum parking requirements in downtown Los Angeles. In addition, San Diego eliminated minimum parking requirements for residential developments in transit priority areas and Santa Monica has eliminated parking requirements for all uses within its downtown.

Cities that have a tradition of highway-oriented development standards are taking a more incremental approach to reform, reducing parking requirements for their historic cores (e.g., Claremont Village Expansion). In other cases, cities approve variances to reflect the particular characteristics of the mixed-use downtown developments (e.g., City of Riverside).

The suggested parking requirements draw on best practice in parking requirements for TOD in newly developing transit-oriented areas. Four general principles apply to the 12850 Crenshaw Boulevard development parking proposal and program. These include:

1. *Establishing parking requirements for expected future conditions.* Household vehicle ownership is expected to decline in the future with improved transit, greater use of car sharing and shared mobility options, more walking and biking, and work-at-home trends.
2. *Recognizing project context.* This Proposed Project is within easy walk and bike access to nearby SpaceX and other employment. Furthermore, it creates a cluster with a similar housing being built on Crenshaw Boulevard in Hawthorne. Taken together, these developments will increase the market for walkable retail and services.

3. *Considering existing transit services and planned improvements, as well as active transportation use.* In this case, completion of the Crenshaw Line and downtown LA regional connector enhances the connectivity and usefulness of the existing Green Line to a wide range of destinations. Furthermore, communities across the SCAG regional are enhancing local bus service, creating bus rapid transit lines, and improving biking and walking facilities.
4. *Using active parking and travel demand management.* Unlike smaller residential developments, the Proposed Project is of a scale that allows for centralized parking management and development-wide TDM programs. Examples of parking management measures include parking space allocations in leases, regular monitoring of parking use, and coordination with the City regarding on-street parking regulations. While on-street parking is not permitted on Crenshaw Boulevard, district-wide parking management measures could be useful if the cluster of transit-adjacent development expands.

Justification for Residential Rates

The following provides justifications for reduced parking requirements for the Proposed Project.

Travel Mode Choice, Household Vehicle Ownership, and Parking Demand

Residential parking demand is a function of household vehicle ownership, which in turn is influenced by the need to use an automobile for major trip purposes such as getting to work. The American Community Survey (ACS) of the US Census collects information on the commute-to-work travel mode for each city. In 2018, Gardena residents' work trips included the follow non-solo driving shares: 10.6% carpool, 4.4% transit, 2.4% walk, and 0.5% bicycle.³ These averages are for *all* workers in Gardena, regardless of housing tenure, housing type, and housing and work location. The Proposed Project will have higher levels of use for these alternative modes for the reasons described below, which in turn will lower the need to own and park a private vehicle. The follow summarizes the development's advantages for alternative travel modes:

- Carpool/vanpool/real-time ridematching: critical mass for ridematching is provided by the scale of development, supplemented by nearby TOD developments.
- Public transit: proximity to the Green Line and its connection to the regional rail system.
- Walk: proximity to jobs at SpaceX and other nearby employers, and walkable retail.
- Bicycle: the Laguna/Dominguez Trail bike path provides protected a north south bike lane, with the connections to the Green line station, shopping, and recreation.

In short, the site has natural advantages for travel other than driving alone, and these context advantages are reinforced by the planned travel demand programs, such as preleasing for local employees, unbundled parking, trial transit pass, bike parking, and ridesharing drop off/pick up points.

³ Accessed at <https://datausa.io/profile/geo/gardena-ca/#housing>

Providing Options for Car-Free Living with Lower Rents

Parking for multifamily projects near rail transit follows a different model than those in traditional locations. Such developments offer new housing choices for those interested in walkable environments and rail transit connections. They provide a housing option for residents seeking lower levels of household vehicle ownership. Furthermore, social and demographic trends indicate a demand for housing with less parking among millennials, baby boomers looking to downsize, and others seeking sustainable and active lifestyles. Finally, these transit-rich areas are places where alternatives to private vehicle ownership prosper, such as transit, short-term vehicle rental, shared mobility services, bicycle lanes, microtransit, and private shuttles. The residential parking requirements reflect transit-orientation of the Proposed Project.

Supply in Relation to National Parking Standards and TOD Studies

The Institute of Transportation Engineers (ITE) assembles studies of parking occupancy for use in considering parking requirements. The 4th Edition of *Parking Generation* reports a peak occupancy rate for Low/Mid Rise Apartments (Land Use 221) for urban areas of 1.2 spaces occupied per unit (resident plus guest occupancy). This is the peak occupancy measured at the site, including resident and visitor demand. Because it is a national average, it predominantly represents sites that do not have light rail transit access, as the proposed site does.

Academic researchers are studying parking occupancy in TODs to see how it varies from traditional, highway-oriented developments. A study by Ewing et al (2017) measured peak residential parking occupancy at five TOD sites on the west coast of the US and found that peak demand, measured by occupied spaces per unit, was 0.87.⁴

Seen in this light, the Proposed Project's residential parking supply of 1.0 spaces per unit is a modest reduction from non-TOD national demand measurements and greater than actual peak occupancy measured in the five TODs studied by Ewing et al. I conclude that one space per unit is an appropriate rate given the factors noted above.

Travel Demand Management

TDM is the term for a group of programs that encourage arrival at a site by modes other than driving alone and lower vehicle ownership by residents. The LLG memorandum proposes an innovative set of TDM strategies that are appropriate to the site.

The unbundling provision deserves additional explanation. Unbundling is a practice in which the rent of the unit is separated from the rent for a parking space (or spaces). Households that do not have a vehicle to park benefit by paying a lower overall rent. Parking spaces freed up by those households can be rented to other households. This means that not every studio or 1-bedroom unit will rent parking space, and that residents of other units will be able to rent two spaces if they desire.

⁴ Accessed at <https://www.sciencedirect.com/science/article/pii/S0169204616302687>

In the case of the Proposed Project, the proximity to SpaceX, plus the pre-leasing program, means that those employees are likely to represent a noticeable share of the residents. If those employees *do* own a car but walk to work at SpaceX, they may choose to leave their vehicle parked at the large SpaceX parking structure just down the street, walking to retrieve it for other trip purposes such as weekend excursions. The Proposed Project's unbundling provision creates an incentive for them to do this.

Parking Management

Parking management is a useful tool for efficiently using parking and avoiding parking conflicts. The concept is that the property manager anticipates, coordinates, and take actions to efficiently meet patterns of parking demand and ensure policies are implemented. Parking management ideas that are not mentioned in the LLG memorandum include the following:

- *Leasing provisions and terms.* The renting apartments would agree to terms and conditions regarding parking when they sign the lease, regarding registering household vehicles, unbundled parking, and provisions for leasing spaces.
- *Ongoing parking management coordination with city, adjacent property owners, and neighborhoods.* The property owner/manager could provide regular parking occupancy reports to the City of Gardena, and work in coordination city parking management personnel and adjacent property owners to develop parking management strategies.

Parking Dimensions

The parking space and aisle width dimensions supported by the LLG memorandum are consistent with parking design standards intended to efficiently use the building area devoted to parking. Site dimension constraints should be recognized, as proposed in the Proposed Project, otherwise desired housing production will be thwarted by space and aisle width dimensions.

Conclusion

The parking supply discussed in the LLG memorandum is a measured approach in the transition from traditional parking requirements to those focused on developing TOD communities. The proposed supply is focused on the future rather than historical patterns of parking. And importantly, they build on proven travel demand management and on-site parking management techniques. I endorse the proposed requirements, TDM measures, and space size proposals.