



GARDENA CITY COUNCIL

Regular Meeting Notice and Agenda

Council Chamber at City Hall

1700 West 162nd Street, Gardena, California

Website: www.cityofgardena.org

Tuesday, August 13, 2024

Open Session 7:30 p.m.

TASHA CERDA, *Mayor*

RODNEY G. TANAKA, *Mayor Pro Tem*

MARK E. HENDERSON, *Council Member*

PAULETTE C. FRANCIS, *Council Member*

WANDA LOVE, *Council Member*

MINA SEMENZA, *City Clerk*

GUY H. MATO, *City Treasurer*

CLINT OSORIO, *City Manager*

CARMEN VASQUEZ, *City Attorney*

LISA KRANITZ, *Assistant City Attorney*

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

- 1. VIEW THE MEETING live on SPECTRUM CHANNEL 22 or ONLINE at**
youtube.com/CityofGardena
- 2. PARTICIPATE BEFORE THE MEETING** by emailing the Deputy City Clerk at publiccomment@cityofgardena.org by 5:00p.m. on the day of the meeting and write "Public Comment" in the subject line.
- 3. ATTEND THE MEETING IN PERSON**

PUBLIC COMMENT: The City Council will hear from the public on any item on the agenda or any item of interest that is not on the agenda at the following times:

- Agenda Items – At the time the City Council considers the item or during Oral Communications
- Non-agenda Items – During Oral Communications
- Public Hearings – At the time for Public Hearings listed on the Agenda

If you wish to address the Council, please complete a "Speaker Request" form and present it to the City Clerk or Sergeant of Arms. You will be called to the podium by name when it is your turn to address the Council. The City Council cannot legally take action on any item not scheduled on the Agenda. Such items may be referred for administrative action or scheduled on a future Agenda. Members of the public wishing to address the City Council will be given three (3) minutes to speak.

- 4.** The City of Gardena, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office by phone (310) 217-9565 or email cityclerk@cityofgardena.org at least 24 business hours prior to the scheduled general meeting to ensure assistance is provided. Assistive listening devices are available.

STANDARDS OF BEHAVIOR THAT PROMOTE CIVILITY AT ALL PUBLIC MEETINGS

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

Thank you for your attendance and cooperation

1. **ROLL CALL**

PUBLIC COMMENT ON CLOSED SESSION

2. **CLOSED SESSION**

CITY ATTORNEY REPORT OUT OF CLOSED SESSION

3. **PLEDGE OF ALLEGIANCE**

4. **INVOCATION**

Reverend Nobuharu Uzunoe
Konko Church of Gardena

5. **PRESENTATIONS**

5.A Recognition of the City of Gardena Police Department Canine Officer for being awarded 1st Place at the Los Angeles County Police Canine Association - 23rd Annual Police K9 Demonstration (*to be presented by Police Chief Mike Saffell and accepted by Canine Officer Humberto Ruvalcaba*)
[Police Canine Officer Award.pdf](#)

5.B Gardena Events Video Presentation

6. **PROCLAMATIONS**

7. **APPOINTMENTS**

7.A [Reorganization of Council Assignments of Delegates and Alternates to Outside/City Committees](#)

Approve Council Assignments to Outside / City Committees
[COUNCIL DELEGATES ALTERNATES - 08.13.24.pdf](#)
[Outside Committees Information 8.13.24.pdf](#)

8. **CONSENT CALENDAR**

NOTICE TO THE PUBLIC- Roll Call Vote Required On The Consent Calendar

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

PUBLIC COMMENT ON CONSENT CALENDAR

- 8.A Waiver of Reading in Full of All Ordinances Listed on this Agenda and that they be Read by Title Only
CONTACT: CITY CLERK
- 8.B Approve Minutes:
Regular Meeting of the City Council, July 23, 2024
CONTACT: CITY CLERK
[07232024 REGULAR Minutes CC Meeting - FINAL.pdf](#)
- 8.C Approval of Warrants/Payroll Register, August 13, 2024
CONTACT: ADMINISTRATIVE SERVICES
[Warrant-Payroll Register 08-13-24.pdf](#)
- 8.D Personnel Report P-2024-13 8-13-24
CONTACT: ADMINISTRATIVE SERVICES
[PERS RPT P-2024-13 8-13-24.pdf](#)
- 8.E [RESOLUTION NO. 6680](#), Approving the Blanket Authority to File Applications for Grant Funds from the Los Angeles County Regional Park and Open Space District for Measure A Funding for Projects and Programs
CONTACT: ADMINISTRATIVE SERVICES
[Reso No 6680.pdf](#)
- 8.F [SECOND READING AND ADOPTION OF ORDINANCE NO. 1873](#), Readopting the zone changes for all the Inventory Sites, adopting the zone changes to eliminate the Parking zone on split-zoned properties, adopting a formal statement regarding the dividing line on split-zoned residential properties, and readopting the text changes to Title 18 with the amendments set forth in the Ordinance. Adoption of Ordinance No. 1873 includes making findings required by CEQA and adopting a Mitigation Monitoring and Reporting Program.
CONTACT: COMMUNITY DEVELOPMENT
[Ordinance No. 1873, readopting the Zone Changes and implementing changes under Modified Alternative 2 \(with Exhibits\).pdf](#)
[Agenda Summary, Ordinance No. 1873, July 23, 2024.pdf](#)
[Agenda Staff Report Ordinance No. 1873, July 23, 2024.pdf](#)
- 8.G [RESOLUTION NO. 6679](#), Authorizing the City Manager or Designee to Execute Agreements with the California Department of Transportation for the GTrans Comprehensive Operations Analysis Project
CONTACT: TRANSPORTATION
[Caltrans Sustainable Communities Grant RESO No. 6679 8_13_24.pdf](#)

9. **EXCLUDED CONSENT CALENDAR**

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

10.A [AUGUST 6, 2024 - *Meeting Cancelled*](#)
[2024_08_06 CANCELLATION.pdf](#)

11. **ORAL COMMUNICATIONS (LIMITED TO A 30-MINUTE PERIOD)**

Oral Communications by the public will be heard for one-half hour at or before 8:30 p.m. or at the conclusion of the last agenda item commenced prior to 8:30 p.m. Oral Communications not concluded at that time shall be resumed at the end of the meeting after Council Reports. Speakers are to limit their remarks to three minutes, unless extended by the Mayor. An amber light will appear to alert the speaker when two minutes are complete, and a red light will appear when three minutes are over. Your cooperation is appreciated.

12. **DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES**

13. **DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT**

14. **DEPARTMENTAL ITEMS - ELECTED & CITY MANAGER'S OFFICES**

15. **DEPARTMENTAL ITEMS - POLICE**

16. **DEPARTMENTAL ITEMS - PUBLIC WORKS**

16.A [Authorize the Transfer Agreement Renewal Between the Los Angeles County Flood Control District and City of Gardena Pertaining to Safe, Clean Water Program \(Measure W\).](#)

Staff Recommendations: Authorize the Transfer Agreement Renewal
[Attachement - SCWP-Transfer-Agreement-Municipal.pdf](#)

16.B [Authorization to Purchase Three Heavy Equipment Vehicles from Quinn Company in the amount of \\$593,712.75 for the Public Works Department and Sell Current Equipment at Estimated Residual Value](#)

Staff Recommendation: Approve Purchase and Sell Current Equipment
[Quinn Company_Wheel Loader.pdf](#)
[Quinn Company_Backhoe Loader.pdf](#)
[Quinn Company_Tractor.pdf](#)
[Source Well Contract #020223-CAT.pdf](#)

17. **DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES**

18. **DEPARTMENTAL ITEMS - TRANSPORTATION**

18.A [Approve Contract with Clean Energy for the Operations and Maintenance of GTrans' CNG Facility for \\$775,020 and a Project Total of \\$852,522](#)

Staff Recommendation: Approval Contract
[City of Gardena Agreement with Clean Energy O&M with Redacted Proposal.pdf](#)

18.B [Approve Contract with Clean Energy for the Purchase of Renewable Natural Gas \(RNG\) and Credit Management Services](#)

Staff Recommendation: Approve Contract

[RNG Overview from Clean Energy Proposal.pdf](#)

[Clean Energy Proposal - GTrans CNG Station Maintenance and RNG_Redacted.pdf](#)

[City of Gardena - NAESB with Special Provision.pdf](#)

[City of Gardena - RNG TC.pdf](#)

[City of Gardena - Fossil TC.pdf](#)

19. **COUNCIL ITEMS**

20. **COUNCIL DIRECTIVES**

21. **CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS**

22. **COUNCIL REMARKS**

1. COUNCIL MEMBER HENDERSON
2. MAYOR PRO TEM TANAKA
3. COUNCIL MEMBER LOVE
4. MAYOR CERDA
5. COUNCIL MEMBER FRANCIS

23. **ANNOUNCEMENT(S)**

24. **REMEMBRANCES**

Mr. John Wesley Hinton, Sr., 83 years of age, Gardena resident since 1975.

Mr. Sergio Saucedo, 61 years of age, beloved father of Prescilla Saucedo, Office Specialist in the Recreation & Human Services Department.

25. **ADJOURNMENT**

The Gardena City Council will adjourn to the Closed Session portion of the City Council Meeting at 7:00 p.m. followed by the Regular City Council Meeting at 7:30 p.m. on Tuesday, August 27, 2024.

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

Dated this 9th day of August 2024

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk

Certificate of Recognition

presented to

**City of Gardena
POLICE CANINE OFFICER**

Humberto Ruvalcaba

and

K9 Maxo

in official acknowledgement of their outstanding achievements and

1st Place

at the

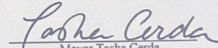
23rd Annual Los Angeles County Police Canine

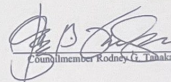
Association (LACPCA) Demonstration

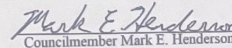
Saturday, July 27, 2024, Redondo Beach, California

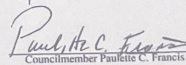
These commendable accomplishments are deserving of public
praise and recognition. Please accept the City's sincere congratulations!

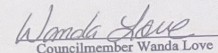
- Presented this 13th day of August, 2024 -


Mayor Tasha Cerda


Councilmember Rodney G. Takata


Councilmember Mark E. Henderson


Councilmember Paulette C. Francis


Councilmember Wanda Love



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 7.A
Section: APPOINTMENTS
Meeting Date: August 13, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Reorganization of Council Assignments of Delegates and Alternates to Outside/City Committees

COUNCIL ACTION REQUIRED:

Approve Council Assignments to Outside / City Committees

RECOMMENDATION AND STAFF SUMMARY:

A list of current Council Delegate and Alternate Assignments to Outside / City Committees is provided for Council's consideration.

FINANCIAL IMPACT/COST:

N/A

ATTACHMENTS:

[COUNCIL DELEGATES ALTERNATES - 08.13.24.pdf](#)

[Outside Committees Information 8.13.24.pdf](#)

City of Gardena, California
COUNCIL DELEGATES
TO OUTSIDE / CITY COMMITTEES

Current

MAYOR TASHA CERDA

County of Los Angeles Sanitation District No. 5: 3rd Wednesday of the month at 1:30pm
City Selection Committee, LAFCO, Coastal and Transportation Commission: Meet on an as-needed-basis
Los Angeles Metro Mayors Roundtable: Meet on an as-needed-basis
California Cities Gaming Authority: 3rd Wednesday of the month at 10:00am
Gardena Finance Committee: Meets Quarterly in the afternoon

<u>COUNCILMEMBER PAULETTE C. FRANCIS</u> <ul style="list-style-type: none">- Gardena Beautification Commission: 3rd Thursday of the month at 5:30pm- Greater Los Angeles Vector Control District: 2nd Thursday of the month at 7:00pm- West Basin Water Association: 1st Tuesday of the month at 11:30am	<u>COUNCILMEMBER MARK E. HENDERSON</u> <ul style="list-style-type: none">- *Southern CA Association of Governments – Elected to be the District #28 Regional Council Representative: 1st Thursday of the month at 12:00pm- Independent Cities Association: 2nd Thursday of the month at 7:00pm
<u>COUNCILMEMBER WANDA LOVE</u>	<u>COUNCILMEMBER RODNEY G. TANAKA</u> <ul style="list-style-type: none">- South Bay Regional Public Communications Authority: Meet quarterly or as-needed usually on the 3rd Tuesday of the month at 2:00pm- South Bay Cities Council of Governments: 4th Thursday of the month at 6:00pm- League of California Cities: Meet quarterly on the 1st Thursday of the month at 6:00pm- Gardena Finance Committee: Meets Quarterly in the afternoon

(See page 2 for Council Alternates Assignments)

City of Gardena, California
COUNCIL ALTERNATES
TO OUTSIDE COMMITTEES

Current

MAYOR TASHA CERDA

South Bay Regional Public Communications Authority

COUNCILMEMBER PAULETTE C. FRANCIS

County of Los Angeles Sanitation District No. 5

COUNCILMEMBER MARK E. HENDERSON

West Basin Water Association

Los Angeles Metro Mayors' Roundtable

COUNCILMEMBER WANDA LOVE

City Selection Committee, LAFCO, Coastal and Transportation Commission

League of California Cities

Southern California Association of Governments

South Bay Cities Council of Governments

COUNCILMEMBER RODNEY G. TANAKA

California Cities Gaming Authority

Independent Cities Association

OUTSIDE/CITY COMMITTEES
SERVED BY CITY OF GARDENA MAYOR AND COUNCILMEMBERS

OUTSIDE COMMITTEES:

CALIFORNIA CITIES GAMING AUTHORITY (JPA):

STIPEND PER EACH MONTHLY MEETING: \$150

- Monthly meetings for Board Members are usually scheduled on the **third Wednesday of the month at 10:00 a.m.**
- Currently through ZOOM.

GREATER LOS ANGELES VECTOR CONTROL DISTRICT- WEST DISTRICT:

TRAVEL EXPENSES, IN LIEU OF COMPENSATION: \$100/MTG.

- Only one Delegate is chosen for the Board of Trustees and serves a minimum of two years or a maximum of four years, pursuant to Gardena's City Council decision.
- Councilwoman Francis is currently serving a two-year term that began January 2024. Meetings are held on the **second Thursday of each month at 7:00 p.m.,** at District Headquarters, 12545 Florence Avenue, Santa Fe Springs.

INDEPENDENT CITIES ASSOCIATION (ICA):

NO STIPEND

- Board meetings are on the **second Thursday of each month at 7:00pm.**
- Currently through Zoom.
- Councilman Henderson is the current President-Elect on the ICA Board.
- ICA hosts two major Seminars, in January/February and June/July, each year.

LEAGUE OF CALIFORNIA CITIES – LOS ANGELES COUNTY DIVISION:

NO STIPEND

- General Membership Meetings are held on the **first Thursday in the months of January, March, June.** All General Membership meetings begin with a reception at 6 PM, followed by the meeting unless otherwise noted.
- Additional trainings and briefings are held as needed.
- There is an annual conference and expo where the Delegate and/or Alternate attend, usually in September/October.

METRO MAYORS' ROUNDTABLE:

NO STIPEND

- **Meetings are to be held, as needed,** at Union Station. Details are announced when meeting is called, usually via email.

SANITATION DISTRICTS OF LOS ANGELES COUNTY – DISTRICT NO. 5:

STIPEND: \$125/MTG. and/or MILEAGE REIMBURSEMENT

- Mayor serves as Delegate, by law.
- Meetings are held on the **Third Wednesday of each month, 1:30 p.m.,** at the City of Torrance City Hall.
- Special Joint Meetings are sometimes called at Noon, at the Sanitation District Headquarters in Whittier.

SELECTION COMMITTEE, LAFCO, COASTAL, AND TRANSPORTATION COMMISSION:

NO STIPEND

- This Committee, which aides in the election/selection process for representatives on Boards of Directors, such as for certain Los Angeles County area reps. on the Metropolitan Transportation Authority (MTA), serves on as as-needed basis. When different terms of office expire for those serving on certain L.A. City/L.A. County Boards, a meeting is called to make a “Selection.”
- Meeting details are announced via email.

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG), ALSO REFERRED TO AS “SOUTH BAY CITIES COG”:

NO STIPEND

- SBCCOG usually meets on the fourth Thursday of each month at 6:00 p.m. at 2355 Crenshaw Blvd., Suite 125, Torrance, CA 90501.
- SBCCOG requires delegate and alternate be designated via a City resolution.
- Mayor Pro Tem Tanaka is the current 2024/2025 SBCCOG Chair.

SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY (SBRPCA) aka 9-1-1 REGIONAL COMMUNICATIONS CENTER (RCC):

NO STIPEND

- Delegate/Alternate are members of the Board of Directors, which meets quarterly, or as-needed, in joint meetings with the Executive Committee (City Manager is member) and the User Committee (Chief of Police is member), usually on the third Tuesday of the month at 2:00 p.m., at the SBRPCA facility, 4440 W. Broadway, Hawthorne.

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG):

NO STIPEND

- Gardena is in SCAG Regional Council District #28, which also includes the cities of Hawthorne and Inglewood.
- These three cities elect one person (an elected official) to represent them on the Regional Council. Councilman Henderson was elected to serve beginning May 2024, and attends Regional Council meetings on the first Thursday of every month at 12:00pm in the SCAG Office - downtown Los Angeles, or remotely.
- SCAG holds an Annual General Assembly. [It is not imperative that a delegate/alternate attend, as the District 28 representative usually attends and reports back to cities on this annual meeting – but all District 28 delegates/alternates are invited.]

WEST BASIN WATER ASSOCIATION (WBWA):

NO STIPEND

- Association Meetings are typically held the first Tuesday of the month at 11:30am; the quarterly meetings are in person and the rest of the meetings are via Zoom.
- In-person meetings are held at the Carson Community Center - 801 E. Carson Ave., Carson, CA 90745.

CITY COMMITTEES:

GARDENA BEAUTIFICATION COMMISSION:

- Per the Municipal Code, one member shall be a member of the Gardena City Council who shall be appointed by the Gardena City Council and shall serve as the Chair of the Commission.
- Meetings are held every 3rd Thursday of the month at 5:30pm at City Hall.

GARDENA FINANCE COMMITTEE:

- Meetings are held on a quarterly basis in the afternoon at City Hall.

MINUTES
Regular Meeting Notice
Gardena City Council
Tuesday, July 23, 2024

The Regular Meeting Notice and Agenda of the Gardena City Council of the City of Gardena, California, was called to order at 7:40 PM on Tuesday, July 23, 2024, in the Council Chamber at City Hall 1700 West 162nd Street, Gardena, California.

1. **ROLL CALL**

Present: Mayor Cerda; Mayor Pro Tem Henderson; Council Member Tanaka; Council Member Francis; and Council Member Love. Other City Staff present was City Manager Clint Osorio; City Attorney Carmen Vasquez; City Treasurer Guy H Mato; and Deputy City Clerk Becky Romero. City Clerk Mina Semenza was away on an excused absence.

PUBLIC COMMENT ON CLOSED SESSION

2. **CLOSED SESSION** - *None*

CITY ATTORNEY REPORT OUT OF CLOSED SESSION

3. **PLEDGE OF ALLEGIANCE**

Yaresky Gonzalez and Angela Arredondo, who are both going into the 11th grade at Gardena Senior High School. Yaresky is starting her third year in JROTC. She is an active member of the color Guard and the Battalion Staff. One of her goals after graduation is to become a Nurse in the U.S. Army. Angela is also a 3rd year JROTC Cadet. She plans to become a medical doctor or a U.S. Army Chaplain.

4. **INVOCATION**

Ruling Church Elder Sallie Cuaresma of First Presbyterian Church of Gardena, led the Invocation.

5. **PRESENTATIONS**

5.A Resolution Celebrating the 50th Anniversary of the Gardena-Huatabampo Sister City Relationship – ***was presented by Mayor Tasha Cerda***

5.B Lexipol Policy Award 2023 – ***was presented by Theresa Maza***

5.C Recognition of Members of the City of Gardena Police Explorer Post #142 for their 1st Place victory at the 2024 Central Valley Explorer Competition, in Ripon, CA - ***was presented by Police Chief Mike Saffell and accepted by members of the City of Gardena Police Explorer Post #142***

5.D Boards & Commissions Presentation - Recreation Commission – ***was presented by Woods Woolwine***

5.E Gardena Events Video Presentation

City Manager Osorio took a moment to announce and introduce Audra Lowe, our new Community Liaison Officer to Council. He read her bio, and she came up and said a few words.

6. **PROCLAMATIONS**

- 6.A Parks and Recreation Month - July 2024 – ***was accepted by Director of Recreation and Human Services Stephany Santin***

7. **APPOINTMENTS**

- 7.A Oath of Office and Swearing in of Christyna Giles Washington, who was appointed to the GEBAC Commission at our June 25, 2024 Council Meeting - Appointed by Council Member Love – ***was sworn in by Deputy City Clerk Becky Romero***

- 7.B Reorganization of the City Council - Selection of Mayor Pro Tem

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone had asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

A motion was made by Mayor Cerda to nominate Council Member Tanaka to serve as the new Mayor Pro Tem from July 2024 to July 2025

It was moved by Mayor Cerda, seconded by Mayor Pro Tem Henderson, and carried by the following roll call vote to Appoint Council Member Tanaka to serve as the new Mayor Pro Tem from July 2024 to July 2025:

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

Noes: Council Member Love

Absent: None

- 7.C Reorganization of Council Assignments of Delegates and Alternates to Outside/City Committees

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone had asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

There was a discussion regarding current and alternate assignments to outside/city committees which included Mayor Cerda, Mayor Pro Tem Henderson, Council Member Tanaka and Council Member Francis. A motion was made to table the item until the next meeting.

It was moved by Mayor Pro Tem Henderson, seconded by Council Member Francis, and carried by the following roll call vote to table this item, make corrections to the Council Assignments, and bring back to the 8/13/2024 Council Meeting:

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

8. CONSENT CALENDAR

8.A Waiver of Reading in Full of All Ordinances Listed on this Agenda and that they be Read by Title Only
CONTACT: CITY CLERK

8.B Approve Minutes:
Regular Meeting of the City Council, June 25, 2024
CONTACT: CITY CLERK

8.C Receive and File Minutes:
Planning and Environmental Quality Commission, June 18, 2024
CONTACT: COMMUNITY DEVELOPMENT

8.D Approval of Warrants/Payroll Register, July 9, 2024
CONTACT: ADMINISTRATIVE SERVICES

July 9, 2024: Prepay: 176619-176621; Check Numbers: 176622-176845 for a total Warrants issued in the amount of \$7,258,543.81; Total Payroll Issued for June 28, 2024: \$2,425,246.33

8.E Approval of Warrants/Payroll Register, July 23, 2024
CONTACT: ADMINISTRATIVE SERVICES

July 23, 2024: Wire Transfer 12736-12751; Prepay: 176846; Check Numbers: 176847-177028 for a total Warrants issued in the amount of \$4,783,788.11; Total Payroll Issued for July 12, 2024: \$1,894,725.98

8.F Monthly Investment Portfolio, June 2024
CONTACT: ADMINISTRATIVE SERVICES

8.G Personnel Report P-2024-12 7-23-24
CONTACT: ADMINISTRATIVE SERVICES

8.H SECOND READING AND ADOPTION OF ORDINANCE NO. 1874, Adding Chapter 15.64 to Title 15 of the Gardena Municipal Code relating to a Labor Transparency.
CONTACT: COMMUNITY DEVELOPMENT

ORDINANCE NO. 1874

AN ORDINANCE OF THE CITY OF GARDENA, CALIFORNIA,
ADDING CHAPTER 15.64 TO TITLE 15 OF THE GARDENA
MUNICIPAL CODE RELATING TO A LABOR TRANSPARENCY

- 8.I Appointment of a Representative to the South Bay Workforce Investment Board (SBWIB)
CONTACT: COMMUNITY DEVELOPMENT
- 8.J Acceptance and Notice of Completion for the Pedestrian Safety Improvements FY 2023-2024 - Sidewalk Trip Hazard Removal Phase, JN 527.
CONTACT: PUBLIC WORKS
- 8.K Approve the Contract Services Agreement between the City of Lawndale and the City of Gardena for the Elderly Nutrition Program Services beginning July 1, 2024 through June 30, 2025
CONTACT: RECREATION & HUMAN SERVICES
- 8.L Ratify Administrative Approval of the Elderly Nutrition Program Contract ENP242504 for FY24-25
CONTACT: RECREATION & HUMAN SERVICES
- 8.M Ratify Administrative Approval of the Supportive Services Program Contract SSP232403 Amendment Two which provides funding for FY 24-25
CONTACT: RECREATION & HUMAN SERVICES
- 8.N RESOLUTION NO. 6678, Authorizing the Filing of a Claim with the Los Angeles County Metropolitan Transportation Authority for Local Transportation Funds
CONTACT: TRANSPORTATION

RESOLUTION NO. 6678

A RESOLUTION OF THE CITY OF GARDENA, CALIFORNIA,
AUTHORIZING THE FILING OF A CLAIM WITH THE LOS
ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY FOR LOCAL TRANSPORTATION FUNDS

- 8.O Approve Purchase of On-Board Digital Storage for a Total of \$84,955 and a Project Total of \$93,450.50
CONTACT: TRANSPORTATION

It was moved by Council Member Tanaka, seconded by Mayor Pro Tem Henderson, and carried by the following roll call vote to Approve the Consent Calendar with the exception of Item 8.H:

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

9. **EXCLUDED CONSENT CALENDAR**

- 8.H **COMMUNITY DEVELOPMENT: SECOND READING AND ADOPTION OF ORDINANCE NO. 1874**, Adding Chapter 15.64 to Title 15 of the Gardena Municipal Code relating to a Labor Transparency – ***Item pulled by Council Member Francis***

Public Speaker: Salvador George, representative of the Western States Regional Council of Carpenters spoke in favor of the Ordinance.

Questions and comments were made by Council Member Francis; Assistant City Attorney Lisa Kranitz and Community Development Director Greg Tsujiuchi answered all questions.

It was moved by Council Member Love, seconded by Council Member Tanaka, and carried by the following roll call vote to Adopt Ordinance No. 1874:

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

Noes: None

Absent: None

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

- 10.A JULY 2, 2024 - ***Meeting Cancelled***

- 10.B JULY 16, 2024 MEETING:

1818 W. REDONDO BEACH BLVD, THE TIRE HOUSE PROGRESS REPORT As requested by the Planning Commission at the April 16, 2024, meeting, staff presented an update report on the business known as the Tire House Inc. and their progress with meeting the requirements of Site Plan Review #4-15.

Commission Action: The Planning Commission motioned that this item be continued and recommended that staff monitor the business for compliance with the conditions of approval for Site Plan Review #4-15, by a vote of 5-0. The Planning Commission directed staff to bring forward a report of the applicant's progress to the October 1, 2024, Planning Commission meeting.

City Council Action: No action needed.

- 10.C JULY 16, 2024 MEETING:

WORKPLACE VIOLENCE TRAINING

California's new SB 553 law requires all employers to establish a workplace violence prevention strategy and initiate training. A presentation was given by Risk Management Analyst, Tracy Jacobs-Strange.

Commission Action: The Planning Commission was trained on SB553, a workplace violence prevention strategy, and initiated training, by Risk Management Analyst, Tracy Jacobs-Strange.

City Council Action: No action needed.

11. ORAL COMMUNICATIONS

- 1) Chris Bennett, Block Club Captain of the Casimir Gatekeepers Network, came out to acknowledge and express gratitude to the Gardena Police Department for all their efforts and excellent work with the illegal fireworks seizure;
- 2) I'Lah Bennett, daughter of Chris Bennett, came out to thank the Gardena Police Department for a job well done for the illegal fireworks bust;
- 3) Ahraya Bennett, daughter of Chris Bennett, came out to thank the City Council for making improvements to the Gardena Direct App.

11.A. PUBLIC COMMENT

- 1) Deputy City Clerk Romero noted for the record that a Public Comment came in after the agenda had been posted, she indicated it had been distributed, filed and made part of the record.

12. DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES

12.A Approval of Blanket Purchase Orders for Fiscal Year 2024-2025

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone had asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

It was moved by Council Member Tanaka, seconded by Council Member Love, and carried by the following roll call vote to Approve Blanket Purchase Orders for Fiscal Year 2024-2025:

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

Noes: None

Absent: None

12.B Approval of Side Letter between the City of Gardena and the Gardena Police Officers Association ("GPOA")

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone had asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

Questions and comments were made by Council Member Francis. City Manager Osorio responded to her question.

It was moved by Council Member Francis, seconded by Council Member Tanaka, and carried by the following roll call vote to Approve the Side Letter between the City of Gardena and the Gardena Police Officers Association ("GPOA"):

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

Noes: None

Absent: None

13. **DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT**

- 13.A PUBLIC HEARING: RESOLUTION NO. 6676 , Certifying the Final EIR for the City of Gardena General Plan, Zoning Code and Zoning Map Amendment; RESOLUTION NO. 6677, Readopting the Update to the Land Use Plan implementing Alternative 2, including making findings required by CEQA and adopting a Mitigation Monitoring and Reporting Program; and ORDINANCE NO. 1873, Readopting the zone changes for all the Inventory Sites, adopting the zone changes to eliminate the Parking zone on split-zoned properties, adopting a formal statement regarding the dividing line on split-zoned residential properties, and readopting the text changes to Title 18 with the amendments set forth in the Ordinance. Adoption of Ordinance No. 1873 includes making findings required by CEQA and adopting a Mitigation Monitoring and Reporting Program

RESOLUTION NO. 6676

A RESOLUTION OF THE CITY OF GARDENA, CALIFORNIA,
CERTIFYING AN ENVIRONMENTAL IMPACT REPORT FOR
THE CITY OF GARDENA GENERAL PLAN, ZONING CODE AND
ZONING MAP AMENDMENT PROJECT

ORDINANCE NO. 1873

AN ORDINANCE OF THE CITY OF GARDENA, CALIFORNIA,
READOPTING THE ZONE CHANGES FOR ALL THE INVENTORY
SITES, ADOPTING THE ZONE CHANGES TO ELIMINATE THE
PARKING ZONE ON SPLIT-ZONED PROPERTIES, ADOPTING A
FORMAL STATEMENT REGARDING THE DIVIDING LINE ON
SPLIT-ZONED RESIDENTIAL PROPERTIES, AND READOPTING
THE TEXT CHANGES TO TITLE 18 WITH THE AMENDMENTS SET
FORTH IN THE ORDINANCE. ADOPTION OF ORDINANCE NO.
1873 INCLUDES MAKING FINDINGS REQUIRED BY CEQA AND
ADOPTING A MITIGATION MONITORING AND REPORTING
PROGRAM

City Manager Osorio announced that Item 13.A was a Public Hearing, and that there is a presentation.

Community Development Manager, Amanda Acuna and DeNovo Consultant, Starla Barker, presented a PowerPoint presentation.

Mayor Cerda asked if anyone had asked to speak on this item and if the Council had any comments or questions. She then opened the Public Hearing at 9:22p.m.

Public Speaker: Brandon Smith, spoke in favor of the project and voiced his concerns.

Mayor Cerda read a statement regarding how the Council's comments would be addressed on the project.

Questions and comments were made by Mayor Pro Tem Henderson. Assistant City Attorney Kranitz answered all questions.

Mayor Cerda closed the Public Hearing 9:27p.m.

Staff Recommendation for Motion: Adopt Resolution Nos. 6676 and 6677 and Introduce Ordinance No. 1873.

It was moved by Council Member Love, seconded by Council Member Tanaka, and carried by the following roll call vote to Adopt Resolution No. 6676:

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

Noes: None

Absent: None

It was moved by Council Member Tanaka, seconded by Council Member Love, and carried by the following roll call vote to Adopt Resolution No. 6677:

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

Noes: None

Absent: None

It was moved by Mayor Pro Tem Henderson, seconded by Council Member Tanaka, and carried by the following roll call vote to Introduce Ordinance No. 1873:

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

Noes: None

Absent: None

Mayor Cerda noted that Mayor Pro Tem introduced Ordinance No. 1873.

14. DEPARTMENTAL ITEMS - ELECTED & CITY MANAGER'S OFFICES - None

15. DEPARTMENTAL ITEMS - POLICE

- 15.A Approval of New Duty Weapon and Red Dot Aiming System for Police Department at a Cost Not to Exceed \$128,452.28.

City Manager Osorio presented the Staff Report.

Police Chief Mike Saffell introduced Sergeant John Francis who presented a PowerPoint presentation.

Questions and comments were made by Mayor Pro Tem Henderson, Council Member Francis and Council Member Tanaka. Sergeant Francis answered all questions.

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

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

Noes: None

Absent: None

16. DEPARTMENTAL ITEMS - PUBLIC WORKS

- 16.A Award Professional Services Contract for the Storm Drain Master Plan Project, JN 523, to Carollo Engineering, Inc., in the amount of \$463,500.

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone had asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

Questions and comments were made by Mayor Pro Tem Henderson, Council Member Francis, Mayor Cerda, and Council Member Love. Public Works Director Allan Rigg answered all questions.

It was moved by Council Member Francis, seconded by Council Member Tanaka, and carried by the following roll call vote to Approve Professional Services Contract:

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

Noes: None

Absent: None

17. DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES - None

18. DEPARTMENTAL ITEMS - TRANSPORTATION

- 18.A Approve Disadvantaged Business Enterprise Goal for Federal Fiscal Year 2025-2027

Assistant Transportation Director, Dana Pynn presented a PowerPoint presentation.

Questions and comments were made by Mayor Pro Tem Henderson, Council Member Francis, and Council Member Love. Assistant Transportation Director, Dana Pynn answered all questions.

It was moved by Council Member Love, seconded by Council Member Francis, and carried by the following roll call vote to Approval Goal and Methodology:

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

Noes: None

Absent: None

19. **COUNCIL ITEMS**

20. **COUNCIL DIRECTIVES – None**

21. **CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS**

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

- 1) A memo update regarding the Wi-Fi in the Park project;
- 2) Wished our birthday recipients a very Happy Birthday; we are having cake after our meeting.

22. **COUNCIL REMARKS**

- 1) **COUNCIL MEMBER TANAKA** – Since the last meeting, he attended our COG Board meeting he would like to thank Council Member Cedric Hicks for his last one year of being a Board Chair for the COG; he did a really great job and he's left big shoes for him to follow as he's honored to have been elected as the 2024-2025 Chair of the COG. Along with his first vice chair Hawthorne Council Member Bernadette Suarez and second vice chair Lomita Mayor Bill Uphoff he looks forward to moving forward with the COG and bringing some really good things. He then had to do a COG video presentation to introduce himself. They did it in front of our own Gardena sign on the 162nd. He attended the COG Steering meeting, and he attended the COG Legislative briefing; where we were honored to have Congresswomen Waters and Senator Ben Allen who attended on Zoom, and the rest were field reps. The Congresswomen talked about the housing crisis, affordable housing, and 1.4 million in resources for voucher programs to assist homelessness and to strengthen our U.S. Postal service, which she informed us is in disarray right now. Congressman Lieu talked about coastal cities assistance especially with Abalone Cove and El Segundo pumping station. Senator Allen talked about climate resilience education and landslide assistance especially with the things that are happening on the other side of the hill, he talked about conservation in plastics, battery, and water issues. Senator Gibson talked about reckless driving impounds for vehicles and human trafficking and to enhance school safety. There were some other issues that were talked about, but I think those were the important ones. He attended Boys to Men workshop that was hosted and put on by our City, with Jennifer Harris but it was great to see Mayor Pro Tem Henderson leading the charge on the Boys to Men. That was a very good event. I attended the Boys and Girls Club Robotics competition at Rowley Park; he thanked the Boys and Girls Club, they took robotics kits and put them together and it's amazing what these young people can do when they put their minds to it. He attended the Southern California Inka Lions Club installation of officers at Rafaello's in San Pedro; congratulations to their new officers and we wish them luck. He attended the Huatabampo Sister City's 50th Anniversary welcome at Terranea; I don't advise you taking the coastal route, it was devastating. However, it was a great event; they were really excited to be there. I attended Huatabampo Gardena Day where they were able to tour all of our City departments and get a tour of what we do and then Huatabampo Farewell dinner at the Gardena Elks where we fed them and had a really great time of dancing. He attended Coffee with a Cop at Aunties Café on Artesia, He thanked the Chief

for always doing those things to keep everybody informed. He attended the Chase Bank groundbreaking; he thanked Congresswomen Waters for attending. He thanked Public Works Director Allan Rigg, because it is exciting and eventually it will be a really great project when done. Lastly, he was really saddened and his heart breaks and goes out to Linda and family about the passing of Deryl Lloyd who was an awesome employee for the City of Gardena. He did a lot of great things at Public Works and then came over to Recreation, he always did our Gardena Golf Tournament in Palm Springs. Just a solid guy with a big heart, always willing to do whatever it was to get done.

- 2) COUNCIL MEMBER LOVE – Since our last council meeting, she attended the Boys and Girls Club Robotics competition it was really great to see the kids take nothing and turn it into something. They were really competitive and excited. She thanked the Boys and Girls Club of Carson for coming to Gardena to offer that to our youth. She also attended Coffee with a Cop, that's always a great event to come out and meet your local authorities and get to know them, it's a good way to meet them before you need them. She attended the Park and Recreation month lunching with our Sister City. She also attended the tour of our departments with our Sister City, and she attended the 46th annual Hawaiian festival at Alondra park. Before she closed her remarks she wanted to make a statement; she's not really happy to make but she will make it anyway. She wants to let three of her colleagues on Council know that she has no intentions on ever accepting the Mayor Pro Tem seat, not that they will ever give it to her, but due to the pettiness and the slights that are done on Council; she just wants the public to be totally aware that in order for the City to grow and compete and become like some of our sister cities we really need to look at our leadership and how we conduct ourselves on the Council.
- 3) COUNCIL MEMBER FRANCIS – Since the last council meeting, she attended the Metro State of the Agency that's our local bus agency and they got a lot of great plans and some of it includes the City of Gardena. She also attended the Greater Los Angeles Vector Control District meeting. There is an increase in mosquito activity and if you need to have an inspection or need some assistance, if you call the agency they will come out and help you. She attended several of the sister city activities, a second time around Club, the ministerial luncheon, and also the soft groundbreaking for the new Rosecrans Community Center; this has been a long time coming. She is so glad and hopefully it won't take another 10 to 15 years to get the building built, before I get too old. She mentioned that if anyone has any ideas about what we can do to make that happen please do. She thanked Congresswomen Maxine Waters for coming and the fact that she found earmarked a million dollars for that project so we can get that going. She mentioned they have started the demolition of the Chase building fence is going up, workers are there and so at least they're going to knock it down. She said by the time we meet again school will have started again for hundreds of LA Unified School District, please be watchful for our young people because they will be walking our streets, they're busy with their cell phones and not paying attention to traffic, so please be watchful. Lastly her sincere sympathy and condolences to the family of Deryl Lloyd and we thank him for his many years of service through our city. As she always says, stay faithful and just know better days are coming.
- 4) MAYOR CERDA – She attended the LA Sanitation Collective meeting and that's where all the different directors from all the different cities meet in Whittier and discuss the union's proposal for different things that they want to improve on their contract. We came to some agreement, and we had our committee vote and I believe at the end of the day everybody was very happy with that. She also attended the candlelight dinner that we

had here in the city. She attended Inglewood's State of the City event that happened at the new Intuit Dome along with Mayor Pro Tem, what a great event, the Intuit Dome is amazing. The event was called an Economic Summit, they weren't even calling it a state of the city, but it was really great. Later that week she attended Dr. Mike Romero's farewell for his retirement event that was held in San Pedro. He was very happy that the City of Gardena had a certificate for him, for his many years of services as well as the different things that he has done. He's really gotten our schools and principals really involved in a lot of our activities; he says even in his retirement he is still going to make sure that all of that continues. She also attended the annual 4th of July celebration at Rowley Park and another great year, our residents were very happy with it, and just a quick side note she has had a lot of residents come up to me and say that they noticed that there was more policing of fireworks in the city and that they noticed it being a lot significantly quieter than it has been and that's good to hear. In the past we hear so many complaints, there were still illegal fireworks going on, but it's great to hear residents say they feel like it's getting a little bit better, and I think that's all due to the extra patrolling that we had on our fireworks detail; so Chief please share that, and she thanked the Chief and the Department. She also attended one of our residents in our community a 90th birthday party that was at Rowley Park. She was very happy to get a certificate from the City of Gardena just recognizing her birthday, they had a great party for her with family. She also attended Southern California Gas hydrogen house that was in Downey, along with Director Rigg and a couple of members from our Community Development department and she had the opportunity to tour a hydrogen house and just look at all the great features and it was really exciting to see just some options that a City like ours could have in the future. She also went to Sacramento along with City Manager Osorio and the Chief Saffell to testify in the hearing for our card rooms on Assembly Bill 549 and unfortunately the vote did not go in our favor but there were a lot of people out there showing their support and why we should not let the tribes make some changes that could affect our card rooms and inadvertently affect the revenue that comes to our City. It was very disappointing that we did not get the vote that we wanted to, but she can say that our Assembly Member Tina McKinnor, gave us her word that she was going to vote in favor of the card rooms, and she did exactly what she said even though several of the other members voted other ways, either not in favor or not at all. The interesting part of this is that their newspaper articles have come out recently showing that all the people who did not vote in favor of this got sizeable donations from the tribe, so it's kind of unfortunate to hear things like that. She also attended the July Home of the Month with Council Member Francis. She attended the Emerald Square homeowner's association meeting there had been in the past a lot of conversations about the streets having uneven pavement. The areas that you're referring to are not the Gardena side it's the LA side and what we have found out was that there's some parts of Gardena where we abut up against the City of LA and that part of the street is owned by LA so I was very happy that we requested representatives from Tim McAllister's office which is an assembly member in LA, Council District 15 he sent representatives out, our Public Works Department printed out a really nice large map for us that showed what side of the street we have and what side of the street the City of LA had and we were able to get to the bottom of it and determine that those uneven streets that they were talking about were not our streets. So we gave a lot of the complaints to McAllister's office and overall we had a great meeting but you know nevertheless she appreciates the staff for going through the extra effort in putting this map together, she knows that she sent a lot of detailed information over as far as what we need to have and it was exactly what we

needed just to make sure the residents know where Gardena started and ended because it is kind of tricky. She also learned a lot about the parts on the street that we have, and we don't have. She also attended the ICA Summer conference; she thanked Mayor Pro Tem for his group doing an amazing job putting on a great seminar together it was from last Thursday to Monday. We talked about great things like how City's can find revenues during tough budget times, all kinds of things like life after city council, getting your house in order, how to meet your City's RHNA needs. The one that she enjoyed the most was our public speaking workshop where we all had the opportunity to do some media training, so that was a lot of fun. She attended her normal JPA card room meeting, where they discuss monthly what's going on. She also attended a lot of the Huatabampo events. She thanked the staff for Parks and Rec's Day for doing an amazing job. She always boasts about the fact that we're doing close to a hundred events in our City, and she constantly keeps hearing people from other cities say they are coming from Redondo to come to you Gardena Event and she's had a lady once tell her she came from Santa Ana to one of our candlelight dinners. That's really impressive because this past weekend she had to drive to Santa Ana, and it took her 44 minutes to get there, so that's not just around the corner. She attended her Sanitation meeting, Coffee with a Cop, ministerial lunch-in, the ground-breaking for Chase. She attended a nonprofit called the Joy of Others which was in Santa Ana, and she got to represent the City of Gardena and speak at their event encouraging more people to volunteer to help those in need and this organization was founded many years ago but they've really stepped up getting their youth to do more especially during covid. She also attended an organization called Kailasa Guru Purnima's event that was in Montclair which was an hour and a half away on the same day. She gave them a proclamation recognizing their organization as well. She attended the Serra High School golf tournament, and she is proud to say that our Gardena POA team was playing in there and they actually won the tournament which was awesome. Her team might not have won but at least the Gardena POA team did win so that was great.

- 5) MAYOR PRO TEM HENDERSON – Since the last meeting he attended the Inglewood State of the City. He also attended the demo ribbon cutting for the Chase property, as well as hanging out with our Huatabampo Sister City at dinner and the LA Galaxy game. That was his very first soccer game, so that was a lot of fun. On behalf of our City, for participating in the Boys to Men conference that was our first one and it was a great thing, so we're going to do more things just to kind of give some mentorship to the members in our community. He attended a seminar regarding driving financial equity in the community, so Mr. City Manager be prepared for that as we look to figure out what the City of Gardena is doing for financial equity for our community. He had a quick meeting with Dr. Reginald Sample who will be the incoming superintendent for LAUSD for our region. He's very well respected in LAUSD he has worked a lot in district one he's looking forward to partnering with us. He shared with him that Gardena has a great partnership with the schools in our area, so we want to make sure we continue that. In regard to leadership, congratulations Council Member Tanaka for being now the new Chair of the South Bay Council of Governments leading the 16 cities in our region again Mayor Cerda thank you for being the Chair of the Joint Powers Authority for all the gambling establishments in the state of California especially in our region so continue that good fight. He has been recently elected as the incoming President of Independent Cities Association which is a consortium of 40 cities within LA county, our theme this next go around in my term is going to continue cities helping cities, so we want to continue to do that, so in our seminars we'll make sure that we have content that is relevant to our cities, new cities. We're actually now expanding to Ventura County and Orange County

so we're looking to go beyond LA county because as we all know a lot of cities have the same issues. Gave his condolences go out to the Lloyd Family, Deryl will be missed we had a lot of great golf stories at the Gardena Golf tournaments in Palm Springs, so that was saddening to hear.

23. **ANNOUNCEMENT(S)**

Mayor Cerda announced:

- 1) Line G to Manhattan Beach – Free Service to the Beach running Tuesday, Thursdays and Saturdays from June 18-August 31, 2024;
- 2) Summer Country Bash on Saturday, July 27, 2024 from 5:00-7:00p.m. on the City Hall Lawn;
- 3) Gardena Police Department and City of Gardena's Blood Drive, Wednesday, July 31, 2024 from 9:00a.m. to 2:00p.m. at Rush Gym
- 4) Back to School Giveaway, on Tuesday, August 6, 2024 from 6:30-8:30p.m. at City Hall Complex
- 5) Summer Block Party in Celebration of National Night Out, Tuesday, August 6, 2024 from 6:30-8:30p.m. at the City Hall Complex; and
- 6) 21st Annual City of Gardena Jazz Festival, Sunday, August 25, 2024 at Rowley Park.

24. **REMEMBRANCES**

Mr. Joseph Huss, 69 years of age, beloved stepfather-in-law of Jose Espinoza, Assistant Engineer in the Public Works Department.

Mr. Deryl Lloyd, 74 years of age, retired from the City after almost 34 years of service. He worked in the Public Works Department as the Park Maintenance Superintendent, and then retired as the Recreation Program Administrator in 2017. He will be greatly missed by his family and friends.

25. **ADJOURNMENT**

At 10:37p.m. Mayor Cerda adjourned the Gardena City Council Meeting to the Closed Session portion of the City Council Meeting at 7:00 p.m. and the Regular City Council Meeting at 7:30 p.m. on Tuesday, August 13, 2024.

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

APPROVED:

Tasha Cerda, Mayor

By: _____
Becky Romero, Deputy City Clerk

MEMORANDUM

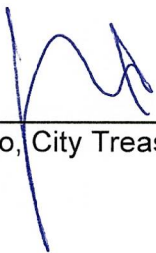
TO: Honorable Mayor and City Council
FROM: City Treasurer's Office
DATE: August 8, 2024
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

August 13, 2024 TOTAL WARRANTS ISSUED: \$7,280,927.38

Wire Transfer: 12702, 12752-12753, 12755-12781
Prepay: 177029-177032
Check Numbers: 177033-177310
Checks Voided:

Total Pages of Register: 34

July 26, 2024 TOTAL PAYROLL ISSUED: \$2,529,625.24
August 9, 2024 TOTAL PAYROLL ISSUED: \$1,893,071.99

for 

Guy Mato, City Treasurer

vchlist
08/08/2024 3:47:06PM

Voucher List
CITY OF GARDENA

Page: 1

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12702	4/30/2024	110385 KIMLEY-HORN AND ASSOCIATES, INC	194091010-1223	032-00102	DEVELOPMENT SERVICES - NORMAN	19,919.96
Total :						19,919.96
12752	7/5/2024	112326 LWP CLAIMS SOLUTIONS INC.	070524		WORKERS' COMP CLAIMS	100,000.00
Total :						100,000.00
12753	7/11/2024	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365995821749		HEALTH INSURANCE CLAIMS	39,150.03
Total :						39,150.03
12755	7/17/2024	112326 LWP CLAIMS SOLUTIONS INC.	071624		WORKERS' COMP CLAIMS	3,910.17
Total :						3,910.17
12756	7/18/2024	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365990837838		HEALTH INSURANCE CLAIMS	13,299.90
Total :						13,299.90
12757	7/19/2024	110313 CALTIP	CALTIP-00041	037-10356	INSURANCE PREMIUM FY 2024-25	678,732.00
Total :						678,732.00
12758	7/5/2024	112401 PINNACLE CLAIMS MANAGEMENT INC	JULY 2024	023-01546	HEALTH & LIFE INSURANCE, SERVICE	84,781.39
Total :						84,781.39
12759	7/22/2024	112401 PINNACLE CLAIMS MANAGEMENT INC	071824		HEALTH INSURANCE CLAIMS	13,433.17
Total :						13,433.17
12760	7/25/2024	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365992806928		HEALTH INSURANCE CLAIMS	33,054.14
Total :						33,054.14
12761	7/18/2024	110183 ALLIANT INSURANCE SERVICES, INC.	2351072	023-01552	ANNUAL INSURANCE RENEWAL FY 202	95,275.00
Total :						95,275.00
12762	7/18/2024	110183 ALLIANT INSURANCE SERVICES, INC.	2631634	023-01552	ANNUAL INSURANCE RENEWAL FY 202	175.00
Total :						175.00
12763	7/18/2024	110183 ALLIANT INSURANCE SERVICES, INC.	2631651	023-01552	ANNUAL INSURANCE RENEWAL FY 202	100.00
Total :						100.00

Page: 1

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12764	7/18/2024	110183 ALLIANT INSURANCE SERVICES, INC.	2631667	023-01552	ANNUAL INSURANCE RENEWAL FY 202	350.00
Total :						350.00
12765	7/18/2024	110183 ALLIANT INSURANCE SERVICES, INC.	2641096	023-01552	ANNUAL INSURANCE RENEWAL FY 202	1,000.00
Total :						1,000.00
12766	7/26/2024	110183 ALLIANT INSURANCE SERVICES, INC.	20155282	023-01552	ANNUAL INSURANCE RENEWAL FY 202	310,386.01
Total :						310,386.01
12767	7/26/2024	110183 ALLIANT INSURANCE SERVICES, INC.	2716045	023-01552	ANNUAL INSURANCE RENEWAL FY 202	7,649.77
Total :						7,649.77
12768	7/26/2024	110183 ALLIANT INSURANCE SERVICES, INC.	2730037	023-01552	ANNUAL INSURANCE RENEWAL - FY 20	7,000.80
Total :						7,000.80
12769	7/26/2024	110183 ALLIANT INSURANCE SERVICES, INC.	2747442	023-01552	ANNUAL INSURANCE RENEWAL - FY 20	45,557.84
Total :						45,557.84
12770	7/26/2024	110223 PRISM	25100125	023-01549	ANNUAL INSURANCE PREMIUM - FY 24	310,315.00
Total :						310,315.00
12771	7/26/2024	110223 PRISM	25300053	023-01549	ANNUAL INSURANCE PREMIUM - FY 24	1,030,292.00
Total :						1,030,292.00
12772	7/26/2024	110223 PRISM	25400525	023-01549	ANNUAL INSURANCE PREMIUM - FY 24	77,997.00
Total :						77,997.00
12773	7/26/2024	101641 CALPERS	100000017588571		MISC GROUP UAL PAYMENT - JULY 202	37,966.00
Total :						37,966.00
12774	7/29/2024	112401 PINNACLE CLAIMS MANAGEMENT INC	072924		HEALTH INSURANCE CLAIMS	67,896.26
Total :						67,896.26
12775	8/1/2024	111016 KAISER FOUNDATION HEALTH PLAN	AUGUST 2024		HEALTH INSURANCE	352,993.36
Total :						352,993.36
12776	8/1/2024	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365993089712		HEALTH INSURANCE CLAIMS	20,480.72
Total :						20,480.72

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12777	8/2/2024	112401 PINNACLE CLAIMS MANAGEMENT INC	080224		HEALTH INSURANCE CLAIMS	14,666.11
					Total :	14,666.11
12778	8/1/2024	303348 EMPLOYMENT DEVELOPMENT, DEPARTMENT	APR-JUN 2024		SUI QUARTER ENDED 06/30/24	5,669.00
					Total :	5,669.00
12779	7/26/2024	101641 CALPERS	100000017588580		SAFETY CLASSIC UAL PAYMENT - JULY	68,422.67
					Total :	68,422.67
12780	7/26/2024	101641 CALPERS	100000017588589		SAFETY PEPRA UAL PAYMENT- JULY 20	1,292.92
					Total :	1,292.92
12781	8/5/2024	112401 PINNACLE CLAIMS MANAGEMENT INC	AUGUST 2024	023-01546	HEALTH & LIFE INSURANCE, SERVICE	84,440.04
					Total :	84,440.04
177029	7/19/2024	907309 JUNIPERO SERRA HIGH SCHOOL	CERDA 24/25		COMMUNITY PROMOTION	100.00
					Total :	100.00
177030	7/24/2024	100515 REGISTRAR-RECORDER/COUNTY, CLERK	072424		EIR RECORDING FEE	4,126.25
					Total :	4,126.25
177031	7/24/2024	112946 LIMA, OSCAR	071924		EMPLOYEE SPOT-ON RECOGNITION	500.00
					Total :	500.00
177032	8/8/2024	112956 STANTON, NATHAN	20-22PW		FINAL SETTLEMENT	2,500.00
					Total :	2,500.00
177033	8/13/2024	112954 2 BE DETERMINED EVENTS &, MANAGEMENT	080124	034-00662	JAZZ FESTIVAL ENTERTAINMENT	5,000.00
					Total :	5,000.00
177034	8/13/2024	104606 2 BROTHERS TIRES & WHEELS	29287		PD VECHILE TIRE SERVICES	106.00
					Total :	106.00
177035	8/13/2024	108656 ACCELA	INV-ACC59882	023-01544	GARDENA DIRECT SUBSCRIPTION REI	13,746.82
					Total :	13,746.82
177036	8/13/2024	112877 ACTION SALES	7178203-00	035-01333	PD PROGRAM SUPPLIES	14,107.59

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177036	8/13/2024	112877 112877 ACTION SALES	(Continued)		Total :	14,107.59
177037	8/13/2024	101748 AFTERMARKET PARTS COMPANY LLC, THE	83419782	037-10275	GTRANS AUTO PARTS	374.93
			83427516	037-10360	GTRANS AUTO PARTS	140.25
			83437498	037-10360	GTRANS AUTO PARTS	57.68
			83445453	037-10360	GTRANS AUTO PARTS	294.77
					Total :	867.63
177038	8/13/2024	112639 ALL GREEN ELECTRONICS, RECYCLING, LLC	4016052		DATA DESTRUCTION SERVICES	1,000.00
					Total :	1,000.00
177039	8/13/2024	112952 ALTAMIRANODALUS, KEKOA EMILIO	DR #23-2544		RETURN MONEY BOOKED AS EVIDENC	1,544.00
					Total :	1,544.00
177040	8/13/2024	112571 AMBIT CONSTRUCTION &, DESIGN, INC.	PERMIT #50022-0288		PERMIT DEPOSIT REFUND- 13999 S WI	15,000.00
					Total :	15,000.00
177041	8/13/2024	101882 AMERICAN PUBLIC TRANSPORTATION, ASSO	411030	037-10358	ANNUAL MEMBERSHIP DUES	26,000.00
					Total :	26,000.00
177042	8/13/2024	112957 ANAJANI MANAGEMENT INC.	080224		ADMIN CITATION REFUND	750.00
					Total :	750.00
177043	8/13/2024	110028 ANSER ADVISORY MANAGEMENT LLC	25503	037-10228	PROJECT MGMT SUPPORT - ELECTRIF	6,302.50
					Total :	6,302.50
177044	8/13/2024	112941 AO, JEANNIE	070224		REFUND - BASEBALL SEASON CANCEI	60.00
					Total :	60.00
177045	8/13/2024	101628 AQUA-FLO SUPPLY	SI2358116		PARK MAINT SUPPLIES	32.14
					Total :	32.14
177046	8/13/2024	105293 ARC DOCUMENT SOLUTIONS, LLC	12326914		REPROGRAPHIC SERVICES - AQUATIC	1,412.48
			12388130		REPROGRAPHIC SERVICES - ROSECR	32.98
			12395543		REPROGRAPHIC SERVICES - ROSECR	446.39
			12406692		REPROGRAPHIC SERVICES - ROWLEY	57.54
			12408606		REPROGRAPHIC SERVICES - ROSECR	16.37
			12418274		REPROGRAPHIC SERVICES - ROSECR	16.37

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177046	8/13/2024	105293 ARC DOCUMENT SOLUTIONS, LLC	(Continued) 12448150 12451141 12471971 12511562 12520109 12530832		REPROGRAPHIC SERVICES - ROSECR REPROGRAPHIC SERVICES - ROSECR REPROGRAPHIC SERVICES - ROSECR REPROGRAPHIC SERVICES - ARTESIA REPROGRAPHIC SERVICES - ARTESIA REPROGRAPHIC SERVICES - ARTESIA	57.54 16.37 16.37 57.54 959.87 16.37
Total :						3,106.19
177047	8/13/2024	112640 ARELLANO ASSOCIATES, LLC	21394	037-10284	MICROTRANSIT SERVICE COMMUNITY	2,661.26
Total :						2,661.26
177048	8/13/2024	104687 AT&T	22002846 22052900		TELEPHONE TELEPHONE	212.24 371.03
Total :						583.27
177049	8/13/2024	111170 AT&T FIRSTNET	287293416290X7102024	023-01492	PD CELL PHONE ACCT #287293416290	2,020.71
Total :						2,020.71
177050	8/13/2024	100474 AT&T LONG DISTANCE	071224		TELEPHONE	57.19
Total :						57.19
177051	8/13/2024	100964 AT&T MOBILITY	287275680401X080124 828667974X07162024 835577878X03012024 835577878X08012024		PD CELL PHONE ACCT #287275680401 CM CELL PHONE ACCT #828667974 PD CELL PHONE ACCT #835577878 PD CELL PHONE ACCT #835577878	147.88 86.46 562.17 543.57
Total :						1,340.08
177052	8/13/2024	108383 ATKINSON, ANDELSON, LOYA, RUDD & ROMC 719624			PROFESSIONAL SERVICES	10,408.20
Total :						10,408.20
177053	8/13/2024	112223 AUDACY OPERATIONS, INC.	2783818-1	034-00660	ADVERTISING - JAZZ FESTIVAL 2024	5,000.00
Total :						5,000.00
177054	8/13/2024	112942 AWP SAFETY	40016455 40016649 40016667		SIGN- 18"X24" "PARK AT YOUR OWN RI SIGNS - 18"X24" "NO STOPPING ANY TI SIGNS/SIGNALS MAINT SUPPLIES	219.63 401.54 194.20

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177054	8/13/2024	112942 112942 AWP SAFETY	(Continued)		Total :	815.37
177055	8/13/2024	110686 AZTECH ELEVATOR COMPANY	AZ18301	024-00958	ELEVATOR MAINTENANCE- NCC	100.00
			AZ18303	024-00958	ELEVATOR MAINTENANCE- PW	285.00
			AZ18683	024-00958	ELEVATOR MAINTENANCE - NCC	100.00
			AZ18685	024-00958	ELEVATOR MAINTENANCE - PW	285.00
			AZ18686	024-00958	ELEVATOR MAINTENANCE- CH	100.00
					Total :	870.00
177056	8/13/2024	109232 B & B JANITORIAL SERVICE	072524		JANITORIAL SERVICES - JAZZ FESTIVA	1,800.00
					Total :	1,800.00
177057	8/13/2024	112936 B.K. SIGNS, INC.	PERMIT #112936		PERMIT DEPOSIT REFUND - 1000 REDU	1,000.00
					Total :	1,000.00
177058	8/13/2024	102035 BD WHITE TOP SOIL CO., INC.	90655		PARK MAINT SUPPLIES	122.38
			90812		PARK MAINT SUPPLIES	66.15
					Total :	188.53
177059	8/13/2024	103641 BECNEL UNIFORMS	70543		BUS UNIFORM SUPPLIES	131.35
					Total :	131.35
177060	8/13/2024	102135 BEHREND, KENT	268	023-01474	IT NETWORK SUPPORT	3,400.00
					Total :	3,400.00
177061	8/13/2024	109749 BEVERLY BOY PRODUCTIONS, INC	2224		VIDEOGRAPHER SERVICES - JAZZ FE	3,363.75
					Total :	3,363.75
177062	8/13/2024	102331 BLUE DIAMOND MATERIALS	3709645		STREET MAINT SUPPLIES	130.55
					Total :	130.55
177063	8/13/2024	111692 BOARD UP BOYS LLC	71924		PROFESSIONAL SERVICES	605.00
					Total :	605.00
177064	8/13/2024	109377 BOB BARKER COMPANY, INC.	INV2038080		JAIL PROGRAM SUPPLIES	446.62
			INV2044225		JAIL PROGRAM SUPPLIES	262.75
					Total :	709.37

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177065	8/13/2024	112949 BORJSTAR LLC	INV-0003		CATERING SERVICES - JAZZ FESTIVAL	3,098.04
					Total :	3,098.04
177066	8/13/2024	111818 BRIGHT EVENTS RENTALS	R35598-13	034-00663	JAZZ FESTIVAL EQUIPMENT RENTAL	14,611.20
					Total :	14,611.20
177067	8/13/2024	111818 BRIGHT EVENTS RENTALS	R35598-13 BAL	034-00663	JAZZ FESTIVAL EQUIPMENT RENTAL	14,611.19
					Total :	14,611.19
177068	8/13/2024	102383 BROCK, DAVID	05/12-05/16		INIA DRUG/TERRORIST TRAINING	200.00
					Total :	200.00
177069	8/13/2024	112961 CABRERA, TERESA	RECEIPT #69254440 RECEIPT #69259206		REFUND - GARDENA DODGER DAY	40.00
					REFUND - GARDENA DODGER DAY	40.00
					Total :	80.00
177070	8/13/2024	110448 CALIFORNIA CHAMBER OF COMMERCE	SI509193		CALCHAMBER MEMBERSHIP RENEWA	1,799.00
					Total :	1,799.00
177071	8/13/2024	110923 CALIFORNIA CITIES GAMING, AUTHORITY	2425C	020-00053	ANNUAL MEMBERSHIP DUES	30,000.00
					Total :	30,000.00
177072	8/13/2024	107488 CALIFORNIA FISH MARKET, LLC	82624	034-00664	CATERING SERVICES - JAZZ FESTIVAL	11,400.00
					Total :	11,400.00
177073	8/13/2024	110538 CANNON COMPANY	88130 88374 89140 89149	024-00807 024-00807 024-00821 024-00927	VERMONT AVE IMPROVEMENTS, JN 95 VERMONT AVE IMPROVEMENTS, JN 95 RBB ARTERIAL IMPROVEMENT PROJE ARTESIA BLVD. STREET IMPROVEMEN	2,050.00 635.40 11,125.25 1,116.25
					Total :	14,926.90
177074	8/13/2024	823003 CARL WARREN & COMPANY	JUNE 2024		CLAIMS MANAGEMENT	2,951.80
					Total :	2,951.80
177075	8/13/2024	803420 CARPENTER, ROTHANS & DUMONT, LAW OFF 47019			LEGAL SERVICES	4,950.43
					Total :	4,950.43
177076	8/13/2024	108378 CHARLES E. THOMAS COMPANY INC.	111456	037-10246	DESIGNATED OPERATOR SERVICES	210.83

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177076	8/13/2024	108378 108378 CHARLES E. THOMAS COMPANY INC.	(Continued)		Total :	210.83
177077	8/13/2024	111612 CHARTER COMMUNICATIONS	PERMIT #17889		PERMIT DEPOSIT REFUND- 1415 W GA	3,000.00
					Total :	3,000.00
177078	8/13/2024	111612 CHARTER COMMUNICATIONS	PERMIT #17874		PERMIT DEPOSIT REFUND - 13705 S W	2,500.00
					Total :	2,500.00
177079	8/13/2024	112138 CHAUHAN, MINESH	08/04-08/07		APTA TECH CONFERENCE - PER DIEM	150.00
					Total :	150.00
177080	8/13/2024	112766 CINDYS JUMPERS LLC	75476	034-00641	SPECIAL EVENTS SUPPLIES	708.50
					Total :	708.50
177082	8/13/2024	112352 CIRCLE, THE	183684		TOSHIBA 3525AC COPIER USAGE - HR	316.25
			183700		TOSHIBA 3525AC COPIER USAGE - SR	73.11
			187157	023-01519	TOSHIBA 3525AC COPIER USAGE - CLF	120.19
			187158	023-01519	TOSHIBA 3525AC COPIER USAGE - CM	157.08
			187159		TOSHIBA 3525AC COPIER USAGE - HR	221.37
			187160	023-01519	TOSHIBA 3525AC COPIER USAGE - ADI	94.79
			187161		TOSHIBA 3525AC COPIER USAGE - CDI	65.96
			187162		TOSHIBA 3525AC COPIER USAGE - CDI	181.59
			187163		TOSHIBA 5525AC COPIER USAGE - DB	360.81
			187164	023-01519	TOSHIBA 908 COPIER USAGE - PRINT S	21.11
			187165	023-01519	TOSHIBA 6527AC COPIER USAGE - PRI	129.02
			187166	023-01519	TOSHIBA 3525AC COPIER USAGE - PW	10.54
			187167	023-01519	TOSHIBA 3525AC COPIER USAGE - PW	26.74
			187168		TOSHIBA 3525AC COPIER USAGE - GTI	96.98
			187169		TOSHIBA 3525AC COPIER USAGE - NC	190.44
			187171		TOSHIBA 3525AC COPIER USAGE - HS	166.50
			187172		TOSHIBA 3525AC COPIER USAGE - REI	100.94
			187173	023-01519	TOSHIBA 3525AC COPIER USAGE - CHI	25.14
			187174	023-01519	TOSHIBA 3525AC COPIER USAGE - PD	60.20
			187175	023-01519	TOSHIBA 3525AC COPIER USAGE - WA	115.69
			187176		TOSHIBA 3525AC COPIER USAGE - SR	83.13
			187177		TOSHIBA 6525AC COPIER USAGE - REI	88.13
			187178		TOSHIBA 3525AC COPIER USAGE - GTI	44.01

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177082	8/13/2024	112352 CIRCLE, THE	(Continued)			
			188602		TOSHIBA 3525AC COPIER USAGE - CL	54.48
			188603		TOSHIBA 3525AC COPIER USAGE - CM	168.58
			188604		TOSHIBA 3525AC COPIER USAGE - HR	224.56
			188605		TOSHIBA 3525AC COPIER USAGE - ADI	49.39
			188605 BAL		COPIER LEASE BALANCE	25.09
			188606		TOSHIBA 3525AC COPIER USAGE - CDI	76.98
			188607		TOSHIBA 3525AC COPIER USAGE - CDI	240.81
			188608		TOSHIBA 5525AC COPIER USAGE - DB	409.58
			188609	023-01519	TOSHIBA 908 COPIER USAGE - PRINT S	20.59
			188610	023-01519	TOSHIBA 6527AC COPIER USAGE - PRI	91.13
			188611	023-01519	TOSHIBA 3525AC COPIER USAGE - PW	21.18
			188612	023-01519	TOSHIBA 3525AC COPIER USAGE - PW	34.07
			188613		TOSHIBA 3525AC COPIER USAGE - GTI	157.49
			188614		TOSHIBA 3525AC COPIER USAGE - NC	200.63
			188615		TOSHIBA 3525AC COPIER USAGE - HS	126.62
			188616		TOSHIBA 3525AC COPIER USAGE - REI	77.16
			188617	023-01519	TOSHIBA 3525AC COPIER USAGE - CHI	27.62
			188618	023-01519	TOSHIBA 3525AC COPIER USAGE - PD	83.47
			188619		TOSHIBA 3525AC COPIER USAGE - WA	122.66
			188620		TOSHIBA 3525AC COPIER USAGE - SR	108.32
			188621		TOSHIBA 6525AC COPIER USAGE - REI	125.34
			188622		TOSHIBA 3525AC COPIER USAGE - GTI	35.51
			189252	023-01519	TOSHIBA 3525AC COPIER USAGE - GTI	172.36
					Total :	5,403.34
177083	8/13/2024	503960 CITY OF GARDENA	FRANCIS 24/25		COMMUNITY PROMOTION	300.00
					Total :	300.00
177084	8/13/2024	104338 CODE PUBLISHING, INC.	GCI0014649		MUNICIPAL CODE - WEB UPDATE	1,636.50
			GCI0014956		MUNICIPAL CODE - WEB UPDATE	211.50
					Total :	1,848.00
177085	8/13/2024	110122 COMMANDSTAT ANALYTICS, INC	237		DATABASE MGMT & REPORTING PREP	2,016.00
					Total :	2,016.00
177086	8/13/2024	111708 COMMLINE, INC.	0459057		GTRANS BUS RADIO SYSTEM NEXLOG	800.00

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177086	8/13/2024	111708 111708 COMMLINE, INC.	(Continued)		Total :	800.00
177087	8/13/2024	102895 CONSOLIDATED DESIGN WEST	0236151		JAZZ FESTIVAL STAGE BANNERS	1,342.40
					Total :	1,342.40
177088	8/13/2024	103274 CONTRERAS, LUIS	05/12-05/16		INIA DRUG/TERRORIST TRAINING	200.00
					Total :	200.00
177089	8/13/2024	102388 COPYLAND, INC.	86581	037-10278	GTRANS 2-PART NCR FORMS, 5.5"X8.5	1,857.40
			86942	037-10362	GTRANS - 8.5"X11 OPERATOR'S DAILY	372.14
			86998	037-10362	GTRANS - 11"X26" COLOR BUS CARDS	1,659.45
					Total :	3,888.99
177090	8/13/2024	112471 CORTE, ANAHI	071724		EDUCATIONAL REIMBURSEMENT	1,143.50
					Total :	1,143.50
177091	8/13/2024	112962 CRAWFORD, OLYMPIA	RECEIPT #66927558		MAINTENANCE DEPOSIT REFUND	100.00
					Total :	100.00
177092	8/13/2024	103353 CRM COMPANY, LLC.	LA25168		SCRAP TIRE DISPOSAL FEE	69.50
			LA25227		SCRAP TIRE DISPOSAL FEE	69.50
			LA25291		SCRAP TIRE DISPOSAL FEE	69.50
			LA25292		SCRAP TIRE DISPOSAL FEE	69.50
					Total :	278.00
177093	8/13/2024	110319 CWE DIRECTOR	F24340	024-00846	MS4 & NPDES MONITORING & COMPLI	8,730.75
			F24341	024-01042	MS4 & NPDES MONITORING & COMPLI	3,267.00
					Total :	11,997.75
177094	8/13/2024	104736 D&R OFFICE WORKS, INC.	0132762	037-10197	DISPATCH REMODEL FURNITURES-DE	3,128.49
					Total :	3,128.49
177095	8/13/2024	110844 DATA GEAR, INC.	44253	035-01284	SERVICE CALL - VIDEO POLICING SYS	507.00
			44521	037-10296	GTRANS FACILITY CAMERA UPGRADE	137,141.40
					Total :	137,648.40
177096	8/13/2024	111377 DE NOVO PLANNING GROUP	4317	032-00088	PROFESSIONAL SERVICES - GARDEN/	3,545.90

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177096	8/13/2024	111377 111377 DE NOVO PLANNING GROUP	(Continued)		Total :	3,545.90
177097	8/13/2024	312558 DEPARTMENT OF ANIMAL CARE, & CONTROL JUNE 2024			MONTHLY ANIMAL SERVICES - JUNE 2024	771.07
					Total :	771.07
177098	8/13/2024	312117 DEPARTMENT OF WATER & POWER	072324		LIGHT & POWER	113.23
			073024		LIGHT & POWER	81.62
					Total :	194.85
177099	8/13/2024	110511 DESANTIAGO, RIGOBERTO	071724		EDUCATIONAL REIMBURSEMENT	1,232.00
					Total :	1,232.00
177100	8/13/2024	106371 DIXON, SEAN	05/03-05/07		PEACE OFFICERS' MEMORIAL CEREMONY	200.00
					Total :	200.00
177101	8/13/2024	111973 DUDEK	202400702	032-00101	PROFESSIONAL SERVICES - INSITE - 1	1,017.50
					Total :	1,017.50
177102	8/13/2024	111953 ECONOMICO ANIMAL HOSPITAL	114274		VETERINARY SERVICES - ANIMAL CONSULTATION	200.00
			114588		VETERINARY SERVICES - ANIMAL CONSULTATION	383.00
					Total :	583.00
177103	8/13/2024	110534 EL DORADO NATIONAL	90822631	037-10128	GTRANS BUS VEHICLE SUPPLIES	17,236.00
			90826053	037-10171	GTRANS BUS VEHICLE SUPPLIES	214.09
			90826054	037-10128	GTRANS BUS VEHICLE SUPPLIES	187.86
			90826708	037-10128	GTRANS BUS VEHICLE SUPPLIES	40,984.05
			90830081	037-10128	GTRANS BUS VEHICLE SUPPLIES	5,338.72
			90844473	037-10171	GTRANS BUS VEHICLE SUPPLIES	419.71
			90848607	037-10171	GTRANS BUS VEHICLE SUPPLIES	1,435.40
			90857133	037-10128	GTRANS BUS VEHICLE SUPPLIES	1,704.22
			90857134	037-10171	GTRANS BUS VEHICLE SUPPLIES	1,947.66
			90858805	037-10128	GTRANS BUS VEHICLE SUPPLIES	128.20
			90858806	037-10171	GTRANS BUS VEHICLE SUPPLIES	145.35
			90861360	037-10128	GTRANS BUS VEHICLE SUPPLIES	576.24
			90861361	037-10171	GTRANS BUS VEHICLE SUPPLIES	660.58
			90861368		GTRANS BUS VEHICLE SUPPLIES	82.36
			90861400	037-10171	GTRANS BUS VEHICLE SUPPLIES	50.23
			90861401	037-10128	GTRANS BUS VEHICLE SUPPLIES	31.53

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177103	8/13/2024	110534 EL DORADO NATIONAL	(Continued)			
			90861403		GTRANS BUS VEHICLE SUPPLIES	45.76
			90861404		GTRANS BUS VEHICLE SUPPLIES	185.29
			90864073		GTRANS BUS VEHICLE SUPPLIES	100.73
			90864112		GTRANS BUS VEHICLE SUPPLIES	296.82
					Total :	71,770.80
177104	8/13/2024	105418 EMPIRE CLEANING SUPPLY	S6429622		CUSTODIAL SUPPLIES	1,762.58
					Total :	1,762.58
177105	8/13/2024	101676 ENVIRONMENTAL SYSTEMS RESEARCH	94578578		ARCGIS SOFTWARE SUBSCRIPTION	985.00
			94597781		ARCGIS ONLINE CREDITS	120.00
					Total :	1,105.00
177106	8/13/2024	112950 ESPINOZA, JOSE	23-02REC		FINAL SETTLEMENT	4,719.10
					Total :	4,719.10
177107	8/13/2024	112953 ESTRELLA, CHRIST	RECEIPT #60435		REFUND - CASINO BADGE	125.00
					Total :	125.00
177108	8/13/2024	117115 EVINS, DASHAUN	080124		JAZZ FESTIVAL - DJ SERVICES	1,000.00
					Total :	1,000.00
177109	8/13/2024	105650 EWING IRRIGATION PRODUCTS	22966749		BLDG MAINT SUPPLIES	16.44
			22966760		PARK MAINT SUPPLIES	7.92
					Total :	24.36
177110	8/13/2024	100055 FAIR HOUSING FOUNDATION	JUNE 2024		FAIR HOUSING SERVICES	2,073.77
					Total :	2,073.77
177111	8/13/2024	106129 FEDEX	9757329831		SHIPPING SERVICES	288.69
					Total :	288.69
177112	8/13/2024	106129 FEDEX	8-557-92589		SHIPPING SERVICES	60.50
					Total :	60.50
177113	8/13/2024	110241 FERNANDO PULLUM COMMUNITY ARTS, CEN	080124		ENTERTAINMENT SERVICES - JAZZ FE	1,500.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177113	8/13/2024	110241 110241 FERNANDO PULLUM COMMUNITY ARTS, (Continued)			Total :	1,500.00
177114	8/13/2024	100447 FIVE-STAR UPHOLSTERY & AUTO, GLASS	20240718		REUPHOLSER DRIVER SEAT	290.00
			20240723		UPHOLSTER DRIVER SEAT	250.00
					Total :	540.00
177115	8/13/2024	112329 FM THOMAS AIR CONDITIONING INC	46702		HVAC REPAIRS FOR CITY HALL	310.00
			46703		HVAC REPAIRS FOR JUSTIN PLAZA	336.85
			46704	024-01005	HVAC REPAIRS FOR CITY HALL	5,733.97
					Total :	6,380.82
177116	8/13/2024	206509 FRANCIS, JOHN S.	07/02-07/03		PISTOL INSTRUCTOR COURSE	235.74
					Total :	235.74
177117	8/13/2024	108724 FRIERSON, DANIELLE	071824		BLOCK PARTY DEPOSIT REFUND	100.00
					Total :	100.00
177118	8/13/2024	109726 G SECURITY SERVICES PPO	072224	034-00658	SECURITY SERVICES - JAZZ FESTIVAL	10,675.00
					Total :	10,675.00
177119	8/13/2024	109726 G SECURITY SERVICES PPO	72224	034-00658	SECURITY SERVICES - JAZZ FESTIVAL	10,675.00
					Total :	10,675.00
177120	8/13/2024	112823 GALLAGHER BASSETT SERVICES, INC	24-01PD		FINAL SETTLEMENT	7,969.77
					Total :	7,969.77
177121	8/13/2024	112566 GALLS, LLC	028366586		PD UNIFORM SUPPLIES	925.36
					Total :	925.36
177122	8/13/2024	111361 GARDENA COLLISION CENTER	97339		2012 FORD ESCAPE #1156333 ALIGNMI	100.00
					Total :	100.00
177123	8/13/2024	107031 GARDENA HIGH SCHOOL	071124		GUEST PERFORMERS - DRUG ABUSE	200.00
					Total :	200.00
177124	8/13/2024	112464 GARDENA HONDA	144689		2017 HONDA CIVIC #39811 SERVICE &	97.26
					Total :	97.26

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177125	8/13/2024	112948 GARDENA OWNER, LP	PERMIT #18108		PERMIT DEPOSIT REFUND - 1551 W 13	2,500.00
					Total :	2,500.00
177126	8/13/2024	107436 GARDENA VALLEY JCI	FRANCIS 24/25		COMMUNITY PROMOTION	100.00
					Total :	100.00
177127	8/13/2024	107011 GARDENA VALLEY NEWS, INC.	00144166		NOTICE OF PUBLIC HEARING	532.00
			00144240		NOTICE INVITING BIDS - JN 527	1,379.00
			00144289		REQUEST FOR QUALIFICATIONS 2024-	126.00
					Total :	2,037.00
177128	8/13/2024	110722 GARON WYATT INVESTIGATIVE, SERVICES, L	001 03/26/24	035-01341	PROFESSIONAL SERVICES - PERSONN	13,032.87
					Total :	13,032.87
177129	8/13/2024	619005 GAS COMPANY, THE	073024		GAS	2,519.81
					Total :	2,519.81
177130	8/13/2024	107056 GENFARE	90201995		GTRANS AUTO PARTS	542.28
					Total :	542.28
177131	8/13/2024	106470 GILLIG LLC	41165917	037-10120	ZERO EMISSION BUS EXTENDED WAR	31,400.00
			41184026		GTRANS AUTO PARTS	1,696.86
			41184027		GTRANS AUTO PARTS	1,187.79
			41185526		GTRANS AUTO PARTS	196.42
			41195232		GTRANS AUTO PARTS	4,662.32
					Total :	39,143.39
177132	8/13/2024	120212 GLENN E. THOMAS CO.	7341592		2011 GRAND CARAVAN GENERATOR &	838.23
					Total :	838.23
177133	8/13/2024	100640 GNA-BROOK FIRE PROTECTION INC.	33235825	035-01339	ANNUAL FIRE EXTINGUISHER SERVI	3,763.73
					Total :	3,763.73
177134	8/13/2024	112692 GOCANVAS	INV00169488		MONTHLY SUBSCRIPTION - JULY 2024	1,500.00
			INV00172267		MONTHLY SUBSCRIPTION - AUGUST 20	1,500.00
					Total :	3,000.00
177135	8/13/2024	619004 GOLDEN STATE WATER CO.	072224		WATER	29,711.47

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177135	8/13/2024	619004 619004 GOLDEN STATE WATER CO.	(Continued)		Total :	29,711.47
177136	8/13/2024	107513 GRAINGER	9085110006	037-10349	GTRANS FACILITY SUPPLIES	2,243.76
			9124901498		GTRANS FACILITY SUPPLIES	64.28
			9132491862		GTRANS FACILITY SUPPLIES	-149.00
			9173853285		GTRANS FACILITY SUPPLIES	117.60
			9173853293		GTRANS FACILITY SUPPLIES	66.68
			9184909803		GTRANS FACILITY SUPPLIES	214.47
			9187961108		GTRANS FACILITY SUPPLIES	717.71
					Total :	3,275.50
177137	8/13/2024	108012 H&H AUTO PARTS WHOLESALE	11N0648758		PW AUTO PARTS	610.75
					Total :	610.75
177138	8/13/2024	105553 HARRIS, DONNY	062824		MGMT ANNUAL HEALTH BENEFIT	720.00
					Total :	720.00
177139	8/13/2024	108765 HENDERSON, MARK E.	07/10-07/14		ICA SUMMER SEMINAR 2024	460.80
					Total :	460.80
177140	8/13/2024	106467 HENTGES, LAURENT	07/02-07/03		PISTOL INSTRUCTOR COURSE	235.74
					Total :	235.74
177141	8/13/2024	112076 HERNANDEZ, ROSA	014 07/25/24		INTERN SERVICES - 07/11-07/25/24	1,512.00
			015 07/31/24		INTERN SERVICES - 07/29-07/31/24	555.66
					Total :	2,067.66
177142	8/13/2024	111549 HF & H CONSULTANTS, LLC	9721349	024-00970	CONSULTING SERVICES - SOLID WAS1	6,492.25
					Total :	6,492.25
177143	8/13/2024	102189 HILL, EARTHALEEN	071724		BLOCK PARTY DEPOSIT REFUND	100.00
					Total :	100.00
177144	8/13/2024	108434 HOME DEPOT CREDIT SERVICES	0904033		PD PROGRAM SUPPLIES	331.84
			2040387		PARK MAINT SUPPLIES	26.07
			2334960		SIGNS/SIGNALS SUPPLIES	6.55
			2904898		SR BUREAU PROGRAM SUPPLIES	144.15
			2904906		PD PROGRAM SUPPLIES	72.97

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177144	8/13/2024	108434 HOME DEPOT CREDIT SERVICES	(Continued)			
			3031492		STREET MAINT SUPPLIES	82.45
			3042041		GTRANS MAINT SUPPLIES	48.14
			3047336		GTRANS MAINT SUPPLIES	425.68
			3047337		GTRANS MAINT SUPPLIES	417.18
			3354770		BLDG MAINT SUPPLIES	88.56
			3645574		PD PROGRAM SUPPLIES	99.19
			3901416		REC PROGRAM SUPPLIES	104.86
			3905860		PD PROGRAM SUPPLIES	45.92
			4050025		JAIL PROGRAM SUPPLIES	250.66
			4196765		PD PROGRAM SUPPLIES	20.94
			4900575		JAIL PROGRAM SUPPLIES	114.61
			4900629		REC PROGRAM SUPPLIES	130.31
			4903623		PD PROGRAM SUPPLIES	43.49
			5704286		CUSTODIAL SUPPLIES	148.93
			6460123		GTRANS MAINT SUPPLIES	853.34
			6776892		GTRANS MAINT SUPPLIES	22.02
			7251649		PD PROGRAM SUPPLIES	-98.98
			7262670		PARK MAINT SUPPLIES	766.49
			7424953		GTRANS MAINT SUPPLIES	117.15
			7521334		PD PROGRAM SUPPLIES	88.18
			7532975		PD PROGRAM SUPPLIES	45.78
			8334836		TREE MAINT SUPPLIES	75.46
			8900688		PD PROGRAM SUPPLIES	98.98
			9256077		PD PROGRAM SUPPLIES	4.26
			9530123		REC PROGRAM SUPPLIES	75.12
			9901847		PD PROGRAM SUPPLIES	349.31
			9901849		PD PROGRAM SUPPLIES	65.61
			9904175		PD PROGRAM SUPPLIES	58.58
					Total :	5,123.80
177145	8/13/2024	104572 HUDSON AUDIO WORKS	12573 BAL	034-00651	JAZZ FESTIVAL - LIGHTING & SOUND	7,625.00
					Total :	7,625.00
177146	8/13/2024	104572 HUDSON AUDIO WORKS	12575 BAL	034-00651	JAZZ FESTIVAL - STAGING EQUIPMEN1	7,500.00
					Total :	7,500.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177147	8/13/2024	104572 HUDSON AUDIO WORKS	12576 BAL	034-00651	JAZZ FESTIVAL - GENERATOR RENTAL	1,800.00
Total :						1,800.00
177148	8/13/2024	109805 INDEPENDENT CITIES ASSOCIATION	1355		ANNUAL MEMBERSHIP RENEWAL	3,051.35
Total :						3,051.35
177149	8/13/2024	112955 INNER CITY YOUTH ORCHESTRA OF, LOS AN	072924		ENTERTAINMENT SERVICES - JAZZ FE	1,200.00
Total :						1,200.00
177150	8/13/2024	110222 INTERAMERICAN MOTOR, LLC	101-706371 110-749555		GTRANS AUTO PARTS GTRANS AUTO PARTS	509.18 143.10
Total :						652.28
177151	8/13/2024	111593 INTER-CON SECURITY SYSTEMS INC	BD0324237	037-10312	GTRANS SECURITY SERVICES-MAY 20	7,318.48
Total :						7,318.48
177152	8/13/2024	106714 INTERSTATE BATTERIES OF, CALIFORNIA CO.	130110798 130110882		GTRANS AUTO PARTS GTRANS AUTO PARTS	1,004.73 698.55
Total :						1,703.28
177153	8/13/2024	103064 ITERIS, INC.	171394	024-00931	TRAFFIC SIGNAL PROJECT - VERMON	68.34
Total :						68.34
177154	8/13/2024	110356 JIMNI SYSTEMS, INC.	37383		SEWER PROGRAM SUPPLIES	3,941.87
Total :						3,941.87
177155	8/13/2024	110853 JONES MAYER	123542 123543 123544 123545 123546 123547 123548 123549		ATTORNEY SERVICES ATTORNEY SERVICES ATTORNEY SERVICES ATTORNEY SERVICES ATTORNEY SERVICES ATTORNEY SERVICES ATTORNEY SERVICES ATTORNEY SERVICES	3,178.09 1,338.16 11,796.28 6,401.03 10,928.26 83.63 1,075.80 139.39
Total :						34,940.64
177156	8/13/2024	110853 JONES MAYER	123533 123534	020-00048	ATTORNEY SERVICES ATTORNEY SERVICES	10,928.35 139.39

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177156	8/13/2024	110853 JONES MAYER	(Continued)			
			123535		ATTORNEY SERVICES	2,308.95
			123536		ATTORNEY SERVICES	1,059.36
			123537		ATTORNEY SERVICES	114.31
			123538		ATTORNEY SERVICES	83.63
			123539		ATTORNEY SERVICES	3,855.82
			123540		ATTORNEY SERVICES	418.18
					Total :	18,907.99
177157	8/13/2024	907309 JUNIPERO SERRA HIGH SCHOOL	071124		GUEST SPEAKERS - DRUG ABUSE PRE	200.00
					Total :	200.00
177158	8/13/2024	211429 KEMP, TAMARA	JUL-AUG 2024		DANCE INSTRUCTOR	1,360.00
					Total :	1,360.00
177159	8/13/2024	112812 KIMBALL MIDWEST	102185819		GTRANS SHOP SUPPLIES	535.18
			102408020		GTRANS SHOP SUPPLIES	469.09
					Total :	1,004.27
177160	8/13/2024	112456 KIRKWOOD, DAVID	071724		EDUCATIONAL REIMBURSEMENT	1,232.00
					Total :	1,232.00
177161	8/13/2024	111813 KWIK FLASH PHOTO	08252024		PHOTOGRAPHY SERVICES - JAZZ FES	1,500.00
					Total :	1,500.00
177162	8/13/2024	111813 KWIK FLASH PHOTO	08252024b		PHOTOGRAPHY SERVICES - JAZZ FES	1,050.00
					Total :	1,050.00
177163	8/13/2024	312655 L.A. COUNTY AUDITOR-CONTROLLER	2024/2025		LOCAL AGENCY FORMATION COMMIS	3,766.63
					Total :	3,766.63
177164	8/13/2024	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	24061007092		PERMIT INSPECTIONS - JN998 & JN99	2,935.15
					Total :	2,935.15
177165	8/13/2024	312039 L.A. COUNTY FIRE DEPARTMENT	C0012331	023-01533	FIRE PROTECTION SERVICES - SEPTE	966,489.65
					Total :	966,489.65
177166	8/13/2024	102082 L.A. COUNTY POLICE CHIEF'S, ASSOCIATION	SAFFELL 10/29-11/01		REGISTRATION - LACPCA 2024 WORKS	300.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177166	8/13/2024	102082 102082 L.A. COUNTY POLICE CHIEF'S, ASSOCIA	(Continued)		Total :	300.00
177167	8/13/2024	104203 L.A. PAINT & BODY WORKS	27753		BUS REPAIR FOR BUS #2011	4,413.84
					Total :	4,413.84
177168	8/13/2024	109939 LA UNIFORMS & TAILORING	22134		PD UNIFORM SUPPLIES	220.39
					Total :	220.39
177169	8/13/2024	112614 LAX AUTO REPAIR	19747		2022 FORD INTRCPTR #1630466 OIL &	70.00
			19785		2019 FORD INTRCPTR #1576878 OIL &	70.00
			19791		2023 FORD EXPLORER XLT #46945 OIL	70.00
			19809		2022 FORD INTRCPTR #1630468 OIL &	70.00
					Total :	280.00
177170	8/13/2024	112951 LEE, VINCE SANGH	CIT #311131555		REFUND - INTERCEPTED BY FRANCHI	70.00
					Total :	70.00
177171	8/13/2024	108237 LEO WEB PROTECT	80465953386	020-00054	INTERNET PRIVACY SERVICE SUBSCR	6,999.93
					Total :	6,999.93
177172	8/13/2024	109071 LETTER PUBLICATIONS	2692481-RX		TRANSIT ACCESS REPORT - RENEWAL	327.00
					Total :	327.00
177173	8/13/2024	102345 LEULU, OLIVIA	CIT #355128343		REFUND - INTERCEPTED BY FRANCHI	240.00
					Total :	240.00
177174	8/13/2024	108023 LEXIPOL LLC	INVLEX11234462	035-01340	JAIL POLICY MANUAL UPDATE SUBSC	29,052.77
					Total :	29,052.77
177175	8/13/2024	112260 LIEBERT CASSIDY WHITMORE	269545		LEGAL SERVICES	18,172.95
			269548		LEGAL SERVICES	605.50
			269556		LEGAL SERVICES	1,790.50
			269563		LEGAL SERVICES	335.00
			269569		LEGAL SERVICES	6,583.50
					Total :	27,487.45
177176	8/13/2024	112260 LIEBERT CASSIDY WHITMORE	268420		LEGAL SERVICES	5,615.00
			269488		LEGAL SERVICES	5,322.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177176	8/13/2024	112260 LIEBERT CASSIDY WHITMORE	(Continued) 269507 269514 269524 269531 269539		LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES	3,992.00 3,219.00 8,851.00 1,261.50 212.00 Total : 28,472.50
177177	8/13/2024	112321 LIEU, CHIA	071824		BLOCK PARTY DEPOSIT REFUND	100.00 Total : 100.00
177178	8/13/2024	112407 LOPEZ, LUIS	SPRING 2024		EDUCATIONAL REIMBURSEMENT	318.41 Total : 318.41
177179	8/13/2024	312665 LOS ANGELES SUPERIOR COURT	APR-JUN 2024	035-01287	PARKING CITATION SURCHARGE	73,192.50 Total : 73,192.50
177180	8/13/2024	112615 LU'S LIGHTHOUSE, INC.	01266672 01268083		GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES	39.68 180.91 Total : 220.59
177181	8/13/2024	112326 LWP CLAIMS SOLUTIONS INC.	22546	023-01548	WORKERS' COMP CLAIMS ADMINISTR/	21,286.66 Total : 21,286.66
177182	8/13/2024	112326 LWP CLAIMS SOLUTIONS INC.	22799	023-01548	WORKERS' COMP CLAIMS ADMINISTR/	21,286.66 Total : 21,286.66
177183	8/13/2024	813030 MANNING & KASS	809654 809655		LEGAL SERVICES LEGAL SERVICES	300.00 11,516.55 Total : 11,816.55
177184	8/13/2024	104841 MAR-CO EQUIPMENT COMPANY	202460		STREET SWEEPER REPAIRS	4,039.13 Total : 4,039.13
177185	8/13/2024	110306 MARIPOSA LANDSCAPES, INC	108596	024-00984	MEDIAN LANDSCAPE MAINTENANCE	8,864.00 Total : 8,864.00
177186	8/13/2024	112412 MARKETABLE ENG PROJECTS DBA, MAX ENE 6702		024-01081	DESIGN SERVICES - ELECTRICAL UPG	12,589.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177186	8/13/2024	112412 112412 MARKETABLE ENG PROJECTS DBA, MA) (Continued)			Total :	12,589.50
177187	8/13/2024	109063 MARTINEZ, JOEL	05/12-05/16		INIA DRUG/TERRORIST TRAINING	200.00
					Total :	200.00
177188	8/13/2024	113046 MARX BROS. FIRE EXTINGUISHER, CO., INC. P31459			FIRE EXTINGUISHER SERVICE - PW	630.00
					Total :	630.00
177189	8/13/2024	112631 MAYORAL, JUAN	071624		CATERING SERVICES - JAZZ FESTIVAL	1,560.00
					Total :	1,560.00
177190	8/13/2024	112829 MAYSA LEAK MUSIC INC	080124	034-00650	ENTERTAINMENT SERVICES - JAZZ FE	10,750.00
					Total :	10,750.00
177191	8/13/2024	113064 MCMASTER-CARR SUPPLY COMPANY	29596857 30145134 30325010		GTRANS SHOP SUPPLIES	22.22
					GTRANS SHOP SUPPLIES	53.06
					GTRANS SHOP SUPPLIES	230.63
					Total :	305.91
177192	8/13/2024	108305 MENDEZ, CHRISTOPHER	05/12-05/16		INIA DRUG/TERRORIST TRAINING	200.00
					Total :	200.00
177193	8/13/2024	113299 MERRIMAC ENERGY GROUP	2232624	037-10363	87 OCTANE REGULAR UNLEADED FUE	30,748.80
					Total :	30,748.80
177194	8/13/2024	113299 MERRIMAC ENERGY GROUP	2232646	037-10363	87 OCTANE REGULAR UNLEADED FUE	30,205.55
					Total :	30,205.55
177195	8/13/2024	110206 MICHELIN NORTH AMERICA, INC.	DA0059439441 DA0059796623	037-10264 037-10264	GTRANS' BUS TIRE LEASE SERVICES -	6,007.37
					GTRANS' BUS TIRE LEASE SERVICES	15,450.00
					Total :	21,457.37
177196	8/13/2024	111604 MICRO ELECTRONICS, INC	13142568 13176129 13176137 13176138 13195215	023-01483 023-01553 023-01553 023-01551	COMPUTER REPLACEMENT PARTS PD COMPUTER REPLACEMENT COMPUTER REPLACEMENT PARTS COMPUTER REPLACEMENT PARTS COMPUTER REPLACEMENT PARTS	2,376.83 9,363.22 -5,333.56 5,978.50 13,917.56

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177196	8/13/2024	111604 111604 MICRO ELECTRONICS, INC	(Continued)		Total :	26,302.55
177197	8/13/2024	110273 MIXONE SOUND	3474 BAL	034-00652	JAZZ FESTIVAL - VIDEO DISPLAY BOAF	8,500.00
					Total :	8,500.00
177198	8/13/2024	112058 MOBILE CAR & TRUCK WASH JBT	2633	037-10343	40' BUS INTERIOR DETAILING	1,858.50
			2634	037-10343	40' BUS INTERIOR DETAILING	2,323.13
			2636	037-10343	40' BUS INTERIOR DETAILING	1,393.88
					Total :	5,575.51
177199	8/13/2024	112597 MOBILE ILLUMINATION, INC.	2024.59	024-01078	CHRISTMAS LIGHTING INSTALLATION	5,652.00
					Total :	5,652.00
177200	8/13/2024	104152 MODEL 1 COMMERCIAL, VEHICLES, INC.	VA101003384	037-10311	2023 MOBILITY TRANS-E-GAMECHANG	150,952.03
			VA101003385	037-10311	2023 MOBILITY TRANS-EGAME CHANG	150,952.03
					Total :	301,904.06
177201	8/13/2024	113355 MR. HOSE INC.	243538		PW AUTO PARTS	223.21
					Total :	223.21
177202	8/13/2024	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC 744553			PROPANE GAS	262.53
					Total :	262.53
177203	8/13/2024	105622 N/S CORPORATION	0122723		GTRANS BUS WASH EQUIPMENT MAIN	586.00
					Total :	586.00
177204	8/13/2024	112922 NETFILE, INC.	9276	011-00040	NETFILE ANNUAL SUBSCRIPTION	8,900.00
					Total :	8,900.00
177205	8/13/2024	112748 NEW DYNASTY CONSTRUCTION CO.	04 REV1	024-01027	AQUATIC & SENIOR CENTER PROJECT	451,823.18
					Total :	451,823.18
177206	8/13/2024	112494 NEXTREQUEST, LLC	301269	011-00041	FOIA WORKFLOW PLATFORM SUBSCR	10,788.00
					Total :	10,788.00
177207	8/13/2024	108181 NOT MORE SAXOPHONE MUSIC	080124	034-00655	JAZZ FESTIVAL ENTERTAINMENT	7,500.00
					Total :	7,500.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177208	8/13/2024	112960 NZENWA, RICHARD	RECEIPT #70387421		FACILITY MAINT DEPOSIT REFUND	100.00
Total :						100.00
177209	8/13/2024	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	83628962		RANDOM TESTS	127.00
Total :						127.00
177210	8/13/2024	115168 OFFICE DEPOT	371184629		PD OFFICE SUPPLIES	153.68
			375399616		PD OFFICE SUPPLIES	296.45
			375456671		PD OFFICE SUPPLIES	119.40
			376095594		CM OFFICE SUPPLIES	28.32
			376098051		CM OFFICE SUPPLIES	77.16
			376382690		PD OFFICE SUPPLIES	23.47
			376382702		PD OFFICE SUPPLIES	39.98
			377376171		PD OFFICE SUPPLIES	117.47
			377596613		SR BUREAU OFFICE SUPPLIES	17.56
			377597028		SR BUREAU OFFICE SUPPLIES	125.26
			377719730		PD OFFICE SUPPLIES	-279.25
			378765352		FINANCE OFFICE SUPPLIES	70.78
Total :						790.28
177211	8/13/2024	108921 OMEGA POLYGRAPH	02027		PRE-EMPLOYMENT POLYGRAPH EXAM	4,275.00
Total :						4,275.00
177212	8/13/2024	111358 O'REILLY AUTO PARTS	454113		GTRANS AUTO PARTS	75.48
			457461		GTRANS AUTO PARTS	32.47
Total :						107.95
177213	8/13/2024	115810 ORKIN PEST CONTROL	263357854		PEST CONTROL - ACCT #27336703	249.99
			263357893		PEST CONTROL - ACCT #27336703	313.99
			263358107		PEST CONTROL - ACCT #27336703	313.99
			263359776		PEST CONTROL - ACCT #27336703	313.99
Total :						1,191.96
177214	8/13/2024	108382 OSORIO, CLINT	07/01-07/02		SB549 PUBLIC HEARING	75.00
Total :						75.00
177215	8/13/2024	215540 OSORIO, VICENTE	072424		MGMT ANNUAL HEALTH BENEFIT	140.38

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177215	8/13/2024	215540 215540 OSORIO, VICENTE	(Continued)		Total :	140.38
177216	8/13/2024	103673 PACIFIC PRODUCTS & SERVICE, LLC	34196		SIGNS/SIGNALS SUPPLIES	1,940.40
			34220		SIGNS/SIGNALS SUPPLIES	632.56
					Total :	2,572.96
177217	8/13/2024	112845 PALICON GROUP	1935	035-01338	BACKGROUND INVESTIGATION SERVI	5,350.00
			1988	035-01338	BACKGROUND INVESTIGATION SERVI	595.00
			1995	035-01338	BACKGROUND INVESTIGATION SERVI	4,625.00
					Total :	10,570.00
177218	8/13/2024	111954 PAN PACIFIC ENVIRONMENTAL GRP	24-1071		STORMWATER DRAIN CLEANING SERV	2,165.00
					Total :	2,165.00
177219	8/13/2024	112771 PANIAGUA BUS REPAIR	1150		BUS REPAIR FOR BUS #2001	1,585.88
					Total :	1,585.88
177220	8/13/2024	108977 PAPE MATERIAL HANDLING, INC	9157938		PW AUTO PARTS	333.10
					Total :	333.10
177221	8/13/2024	110512 PASTRE, BRANDON	GEPCO 2024		GEPCO LOAN	2,000.00
					Total :	2,000.00
177222	8/13/2024	119271 PENSKE CHEVROLET	294667		STREET SWEEPER PARTS UNIT 79	385.29
					Total :	385.29
177223	8/13/2024	112189 PERFECT SCORE ATHLETIC, TRAINING CENT	07/08-07/31/24		GYMNASTICS INSTRUCTOR SERVICES	7,310.00
					Total :	7,310.00
177224	8/13/2024	307101 PETTY CASH FUND	03/04-07/08/24		REPLENISH PETTY CASH	702.65
			07/02-07/26/24		REPLENISH PETTY CASH	195.85
					Total :	898.50
177225	8/13/2024	307103 PETTY CASH FUND	080124		REPLENISH UUT PETTY CASH	77.89
					Total :	77.89
177226	8/13/2024	102894 PHANTOM FIREWORKS	2024		FIREWORKS CLEAN-UP DEPOSIT REFI	298.80

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177226	8/13/2024	102894 102894 PHANTOM FIREWORKS	(Continued)		Total :	298.80
177227	8/13/2024	108600 PHOENIX GROUP INFORMATION, SYSTEMS	0620241211	035-01283	PARKING CONTRACT SERVICES - JUNI	31.32
					Total :	31.32
177228	8/13/2024	111427 PRECIADO, KIARA	07/08-07/12		TRAFFIC COLLISION TRAINING	200.00
					Total :	200.00
177229	8/13/2024	106246 PRESCOTT, PATRICIA N.	080124		MC SERVICES - JAZZ FESTIVAL	1,000.00
					Total :	1,000.00
177230	8/13/2024	106092 PRUDENTIAL OVERALL SUPPLY	42949038	037-10365	UNIFORM & SUPPLY RENTAL	317.68
			42950964	037-10365	UNIFORM & SUPPLY RENTAL	317.68
			42952803	037-10365	UNIFORM & SUPPLY RENTAL	321.08
			42954616	037-10365	UNIFORM & SUPPLY RENTAL	321.08
					Total :	1,277.52
177231	8/13/2024	116820 PSOMAS	207180	037-09987	GTRANS DESIGN BUILD CONSTRUCTI	5,535.75
					Total :	5,535.75
177232	8/13/2024	116575 PSYCHOLOGICAL CONSULTING, ASSOCIATES	528042		WELLNESS TRAINING PROGRAM	900.00
			528043		PEER SUPPORT TRAINING	1,540.00
					Total :	2,440.00
177233	8/13/2024	116721 PYRO SPECTACULARS	59104	034-00642	4TH OF JULY FIREWORKS DISPLAY @	19,250.00
					Total :	19,250.00
177234	8/13/2024	109242 QUACH, KHOI	071724		MGMT ANNUAL HEALTH BENEFIT	849.98
					Total :	849.98
177235	8/13/2024	114143 QUADIENT LEASING USA, INC	Q1426162		POSTAGE MAILING MACHINE LEASE	792.03
					Total :	792.03
177236	8/13/2024	112947 R.S. ONE PLUMBING	PERMIT #18012		PERMIT DEPOSIT REFUND - 1341 W G/	5,000.00
					Total :	5,000.00
177237	8/13/2024	111574 RACE COMMUNICATIONS	RC1270013	023-01556	FIBER INTERNET SERVICES - AUGUST	5,760.84

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177237	8/13/2024	111574 111574 RACE COMMUNICATIONS	(Continued)		Total :	5,760.84
177238	8/13/2024	100147 RCI IMAGE SYSTEMS	77521		MICROFICHE SCANNING - 15215 RAYM	133.40
					Total :	133.40
177239	8/13/2024	112857 RECONROBOTICS, INC.	76806	035-01330	PD SWAT PROGRAM SUPPLIES	32,840.00
					Total :	32,840.00
177240	8/13/2024	100515 REGISTRAR-RECORDER/COUNTY, CLERK	24-2022	011-00042	MARCH 5, 2024 ELECTION SERVICES	182,823.91
					Total :	182,823.91
177241	8/13/2024	100836 RESOURCE BUILDING MATERIALS	3851226		PARK MAINT SUPPLIES	262.67
					Total :	262.67
177242	8/13/2024	108739 REVENUE & COST SPECIALISTS, LLC	9248	023-01416	DEVELOPMENT IMPACT FEE STUDY	7,095.00
					Total :	7,095.00
177243	8/13/2024	111867 RJM DESIGN GROUP	36519	024-00795	DESIGN & ENGINEERING - AQUATIC &	12,868.50
					Total :	12,868.50
177244	8/13/2024	100585 RKA CONSULTING GROUP	35001		ENGINEERING & SURVEYING SERVICE	630.00
					Total :	630.00
177245	8/13/2024	107146 ROADLINE PRODUCTS INC. U.S.A.	20188		STREET MAINT SUPPLIES	2,789.05
					Total :	2,789.05
177246	8/13/2024	108220 ROADWAY CONSTRUCTION SERVICE	PERMIT #18141		PERMIT DEPOSIT REFUND - 12850 CRE	1,000.00
					Total :	1,000.00
177247	8/13/2024	112945 ROBERT KONSTRUCTION	PERMIT #50022-0972		PERMIT DEPOSIT REFUND - 1549 W 16	7,500.00
					Total :	7,500.00
177248	8/13/2024	112885 ROSE EQUIPMENT REPAIR INC.	IN31413		PD AUTO SUPPLIES	337.88
					Total :	337.88
177249	8/13/2024	119126 S.B.R.P.C.A.	04511		PD AUTO PARTS	807.88
			04512		PD AUTO PARTS	140.48
			04513		PD AUTO PARTS	322.29

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177249	8/13/2024	119126 119126 S.B.R.P.C.A.	(Continued)		Total :	1,270.65
177250	8/13/2024	119022 SAFE MART OF SOUTHERN, CALIFORNIA, INC	1028		BLDG MAINT SUPPLIES	12.57
			973		PW MAINT SUPPLIES	62.93
			981		PW MAINT SUPPLIES	87.93
			997		CDD PROGRAM SUPPLIES	505.00
					Total :	668.43
177251	8/13/2024	104975 SAFEGUARD BUSINESS SYSTEMS	9005341674		LASER CHECKS - WARRANT CHECKS	1,700.66
					Total :	1,700.66
177252	8/13/2024	119015 SAFETY-KLEEN CORPORATION	94948523		PW CLARIFIER CLEANING SERVICES	3,422.86
					Total :	3,422.86
177253	8/13/2024	108583 SALDANA, VICTOR	05/04-05/07		PEACE OFFICERS' MEMORIAL CEREM	150.00
					Total :	150.00
177254	8/13/2024	112327 SAMI'S REFEREES LLC	6/16-6/30/24 7/1-7/15/24		SPORT REFEREE SERVICES	1,100.00
					SPORT REFEREE SERVICES	680.00
					Total :	1,780.00
177255	8/13/2024	119005 SAM'S AUTOLAND	35278		2015 CHEVY TAHOE #1156395 BODY RI	1,386.44
					Total :	1,386.44
177256	8/13/2024	119016 SAM'S CLUB	0401 3894 999999 2025		PD PROGRAM SUPPLIES	139.22
					PD PROGRAM SUPPLIES	35.13
					ANNUAL MEMBERSHIP FEES	518.16
					Total :	692.51
177257	8/13/2024	111408 SANCHEZ, MARCO	071824		BLOCK PARTY DEPOSIT REFUND	100.00
					Total :	100.00
177258	8/13/2024	112944 SAVVIDES, MARIOS	PERMIT #18162		PERMIT DEPOSIT REFUND - 13919 NOI	35,975.00
					Total :	35,975.00
177259	8/13/2024	103053 SEARLE, DOLORES	05/04-05/07		PEACE OFFICERS' MEMORIAL CEREM	150.00
					Total :	150.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177260	8/13/2024	108654 SECTRAN SECURITY INC.	24062199 24070867		ARMORED TRANSPORTATION SERVICE ARMORED TRANSPORTATION SERVICE	2,258.74 890.18 Total : 3,148.92
177261	8/13/2024	107006 SHAMROCK COMPANIES	2768758		STREET MAINT SUPPLIES	343.31 Total : 343.31
177262	8/13/2024	110731 SHAW HR CONSULTING, INC	011498 011827		PROFESSIONAL SERVICES PROFESSIONAL SERVICES	220.00 1,170.00 Total : 1,390.00
177263	8/13/2024	102243 SHERRILL INC DBA BISHOP CO	990445		PARK MAINT SUPPLIES	286.63 Total : 286.63
177264	8/13/2024	119233 SHERWIN-WILLIAMS CO.	1151-2		BLDG MAINT SUPPLIES	248.01 Total : 248.01
177265	8/13/2024	109918 SHIGE'S FOREIGN CAR SERVICE, INC.	8098768		2015 CHEVY TAHOE #7HED092 SERVIC	1,016.33 Total : 1,016.33
177266	8/13/2024	112943 SIVE, BRANDON	PERMIT #50023-0086		PERMIT DEPOSIT REFUND - 1121 W 13	5,000.00 Total : 5,000.00
177267	8/13/2024	119378 SMARDAN SUPPLY CO.	S4114283 S4119449 S4125615		BLDG MAINT SUPPLIES BLDG MAINT SUPPLIES BLDG MAINT SUPPLIES	197.29 173.52 179.04 Total : 549.85
177268	8/13/2024	119359 SOUTH BAY CITIES COUNCIL, OF GOVERNME	2024-2025	020-00052	ANNUAL MEMBERSHIP DUES FY 2024-	28,146.00 Total : 28,146.00
177269	8/13/2024	102027 SOUTH BAY ELECTRIC MOTORS, INC	26861		BUS AUTO PARTS	515.39 Total : 515.39
177270	8/13/2024	112633 SOUTH BAY KUSTOMZ, LLC	13266 13268		2004 FORD F250 #ERV2 SERVICE REPA 2024 FORD F350 #ERV2 OIL CHANGE	498.45 116.40 Total : 614.85

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177271	8/13/2024	619003 SOUTHERN CALIFORNIA EDISON	080124		LIGHT & POWER	76,267.42
					Total :	76,267.42
177272	8/13/2024	108238 SPARKLETTS	15638236 071224		DRINKING WATER FILTRATION SYSTEM	43.00
					Total :	43.00
177273	8/13/2024	111778 SPCALA	202407	032-00172	ANIMAL SHELTER SERVICES	19,300.00
					Total :	19,300.00
177274	8/13/2024	109067 SPEAKWRITE	cfae42eb		TRANSCRIPTION SERVICES - JUNE 2024	71.85
					Total :	71.85
177275	8/13/2024	112315 SPECIALTY FLEET SERVICES LLC	6059		BUS #2015 SERVICE REPAIR	759.78
					Total :	759.78
177276	8/13/2024	104126 SPECTRUM	0027122071124 0851122071224	023-01555	CABLE & BACKUP INTERNET SERVICE CABLE SERVICES - PD	4,932.72 89.09
					Total :	5,021.81
177277	8/13/2024	219342 SPROLES, RYAN	070824		EDUCATIONAL REIMBURSEMENT	3,570.00
					Total :	3,570.00
177278	8/13/2024	109892 STANTEC CONSULTING SERVICES	2204728 2253167	037-09851 037-10002	DESIGN CONSULTING SERVICES - CNC GTRANS DISPATCH AREA MODIFICATION	1,646.80 195.90
					Total :	1,842.70
177279	8/13/2024	119010 STAPLES ADVANTAGE	6004188361 6006290423 6006351675		FINANCE OFFICE SUPPLIES PW OFFICE SUPPLIES PW OFFICE SUPPLIES	249.68 178.08 22.90
					Total :	450.66
177280	8/13/2024	108338 STEAMX, LLC	69131		GTRANS MAINT SUPPLIES	116.49
					Total :	116.49
177281	8/13/2024	112079 TAKE 6, INC.	080124	034-00649	ENTERTAINMENT SERVICES - JAZZ FE	8,600.00
					Total :	8,600.00
177282	8/13/2024	100609 TANK SPECIALISTS OF CALIFORNIA	33955		SERVICE CALL - DIESEL PUMP REPAIR	530.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177282	8/13/2024	100609 100609 TANK SPECIALISTS OF CALIFORNIA	(Continued)		Total :	530.00
177283	8/13/2024	107928 TELECOM LAW FIRM, P.C.	17776		PROFESSIONAL SERVICES - WE LINK	214.80
					Total :	214.80
177284	8/13/2024	120215 THOMPSON TROPHY MFG., INC.	69423		CM PROGRAM SUPPLIES	151.93
			69490		CM PROGRAM SUPPLIES	71.18
					Total :	223.11
177285	8/13/2024	102893 TNT FIREWORKS	2024		FIREWORKS CLEAN-UP DEPOSIT REFI	1,251.92
					Total :	1,251.92
177286	8/13/2024	109775 TOMS TRUCK CENTER NORTH COUNTY	1341383		GTRANS AUTO PARTS	640.22
			1341909		GTRANS AUTO PARTS	78.64
					Total :	718.86
177287	8/13/2024	111990 TOWNSEND PUBLIC AFFAIRS, INC	22040	020-00051	CONSULTING SERVICES - AUGUST 202	7,000.00
					Total :	7,000.00
177288	8/13/2024	106018 TRANE U.S. INC.	17022547		BUS FACILITY MAINT SUPPLIES	95.39
			17048817		BUS FACILITY MAINT SUPPLIES	66.86
			17219173		BUS FACILITY MAINT SUPPLIES	130.11
			314625445		BUS FACILITY SERVICE MAINTENANCE	1,835.02
			314678465		BUS FACILITY SERVICE MAINTENANCE	2,208.53
			314710685		BUS FACILITY SERVICE MAINTENANCE	1,503.53
					Total :	5,839.44
177289	8/13/2024	105959 TRANSITTALENT.COM, LLC	1402407		LEGAL NOTICE - RFQUAL 2024-02: DES	125.00
					Total :	125.00
177290	8/13/2024	105584 TRE PRINTING	3430		PD FIELD TRAINING SUPPLIES	178.20
					Total :	178.20
177291	8/13/2024	111481 TRIO COMMUNITY MEALS, LLC	A70410190I		SENIOR HOME DELIVERED MEALS	314.62
			A70410191I		SENIOR HOME DELIVERED MEALS	262.98
			A70410192I		SENIOR HOME DELIVERED MEALS	324.02
			A70410193I		SENIOR HOME DELIVERED MEALS	211.33
			A70410194I		SENIOR HOME DELIVERED MEALS	136.18

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177291	8/13/2024	111481 TRIO COMMUNITY MEALS, LLC	(Continued)			
			A70410195I		SENIOR HOME DELIVERED MEALS	333.41
			A70410196I		SENIOR HOME DELIVERED MEALS	403.87
			A70410197I		SENIOR HOME DELIVERED MEALS	272.37
			A70410198I		SENIOR HOME DELIVERED MEALS	291.16
			A70410199I		SENIOR HOME DELIVERED MEALS	61.05
			INV2230048384	034-00659	SENIOR FEEDING PROGRAM	6,851.24
			INV2230048890	034-00659	SENIOR FEEDING PROGRAM	6,947.38
			INV2230049226	034-00659	SENIOR FEEDING PROGRAM	6,757.50
			INV2230049482	034-00659	SENIOR FEEDING PROGRAM	7,808.14
Total :						30,975.25
177292	8/13/2024	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	BEEMAN 07/22/24		CAL CARD STATEMENT 06/25-07/22/24	219.49
			BEEMAN 7/22/24		CAL CARD STATEMENT 06/25-07/22/24	1,487.78
			CD 07/22/24		CAL CARD STATEMENT 06/25-07/22/24	224.52
			CRESPO 7/22/24		CAL CARD STATEMENT 06/25-07/22/24	432.39
			FINANCE 06/24/24		CAL CARD STATEMENT 05/23-06/24/24	11,007.99
			HR 06/24/24		CAL CARD STATEMENT 05/23-06/24/24	286.47
			KWAK 06/24/24		CAL CARD STATEMENT 05/23-06/24/24	142.04
			MACIEL 06/24/24		CAL CARD STATEMENT 05/23-06/24/24	8,545.21
			OROZCO 06/24/24		CAL CARD STATEMENT 05/23-06/24/24	2,621.71
			RIGG 07/22/24		CAL CARD STATEMENT 06/25-07/22/24	16.79
			SAFFELL 07/22/24		CAL CARD STATEMENT 06/25-07/22/24	371.40
			SANTOS 06/24/24		CAL CARD STATEMENT 05/23-06/24/24	995.62
			TSUJIUCHI 07/22/24.		CAL CARD STATEMENT 06/25-07/22/24	-16.53
			TSUJIUCHI 7/22/24		CAL CARD STATEMENT 06/25-07/22/24	1,883.69
			V.OSORIO 03/22/24		CAL CARD STATEMENT 02/23-03/22/24	3,597.77
			V.OSORIO 04/22/24		CAL CARD STATEMENT 03/23-04/22/24	1,591.96
			V.OSORIO 05/22/24		CAL CARD STATEMENT 04/23-05/22/24	1,329.96
Total :						34,738.26
177293	8/13/2024	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	CRESPO 07/22/24		CAL CARD STATEMENT 06/25-07/22/24	5,703.34
			FINANCE 07/22/24		CAL CARD STATEMENT 06/25-07/22/24	1,032.19
			FINANCE 7/22/24		CAL CARD STATEMENT 06/25-07/22/24	6,038.31
			PYNN 07/22/24		CAL CARD STATEMENT 06/25-07/22/24	4,812.11
Total :						17,585.95

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177294	8/13/2024	104692 ULINE	180045148	024-01080	PW PROGRAM SUPPLIES	6,160.01
			180217897		PD PROGRAM SUPPLIES	195.08
			180419534		PD PROGRAM SUPPLIES	898.35
			180714549		BUS SHOP SUPPLIES	120.46
			180763948		BUS SHOP SUPPLIES	191.97
			180801385		BUS SHOP SUPPLIES	118.75
			180863862		BUS SHOP SUPPLIES	-120.30
			18304259		BUS SHOP SUPPLIES	2,803.11
Total :						10,367.43
177295	8/13/2024	112234 UNITED PACIFIC, APRO LLC	060124-063024		PD CAR WASH	462.00
Total :						462.00
177296	8/13/2024	108560 UNITED STORM WATER, INC.	SW41797	024-01036	STORM DRAIN DEBRIS RETROFIT, JN 6	168,310.55
Total :						168,310.55
177297	8/13/2024	122050 VERIZON WIRELESS	9942300721		BUS CELL PHONE SERVICE	78.53
			9944705208		BUS CELL PHONE SERVICE	78.07
			9947135877		BUS CELL PHONE SERVICE	78.66
			9949575484		BUS CELL PHONE SERVICE	78.11
			9952037993		BUS CELL PHONE SERVICE	78.03
			9954510575		BUS CELL PHONE SERVICE	78.49
			9956969582		BUS CELL PHONE SERVICE	78.28
			9959448944		BUS CELL PHONE SERVICE	79.74
			9961941904		BUS CELL PHONE SERVICE	20.69
			9964447516		BUS CELL PHONE SERVICE	26.38
			9966903054		BUS CELL PHONE SERVICE	26.32
			9969333977		BUS CELL PHONE SERVICE	26.30
			9969498850		REC CELL PHONE SERVICE	1,169.00
Total :						1,896.60
177298	8/13/2024	107048 VIGILANT SOLUTIONS, LLC	55879	035-01344	ANNUAL SUBSCRIPTION RENEWAL	2,340.00
Total :						2,340.00
177299	8/13/2024	122435 VISTA PAINT CORPORATION	2024-519365-00		GTRANS FACILITY PAINT	722.99
			2024-535060-00		STREET MAINT SUPPLIES	595.35
			2024-550631-00		STREET MAINT SUPPLIES	405.01

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177299	8/13/2024	122435 122435 VISTA PAINT CORPORATION	(Continued)		Total :	1,723.35
177300	8/13/2024	112534 WAKUTA, LAYNE	072624		REIMBURSEMENT - SENIOR PROGRAM	210.00
					Total :	210.00
177301	8/13/2024	101903 WATER TECHNIQUES	10798		DRINKING WATER SYSTEM RENEWAL	45.00
					Total :	45.00
177302	8/13/2024	112959 WD PRODUCTIONS INC.	080224	034-00665	ENTERTAINMENT SERVICES - JAZZ FE	13,950.00
					Total :	13,950.00
177303	8/13/2024	112959 WD PRODUCTIONS INC.	080224 BAL	034-00665	ENTERTAINMENT SERVICES - JAZZ FE	13,950.00
					Total :	13,950.00
177304	8/13/2024	112737 WELLS FARGO VENDOR FINANCIAL, SERVICE	5027700212 BAL.		CITYWIDE COPIER LEASE - DECEMBER	75.00
					Total :	75.00
177305	8/13/2024	103687 WENKE, EDWARD	07/02-07/03		PISTOL INSTRUCTOR COURSE	471.48
					Total :	471.48
177306	8/13/2024	112314 WESTERN ALLIED CORPORATION	913940	024-01062	HVAC REPAIRS - CITY HALL CHILLER	7,073.75
					Total :	7,073.75
177307	8/13/2024	119387 WEX BANK	98900440		FUEL PURCHASES	147.32
					Total :	147.32
177308	8/13/2024	108710 WINCHESTER SYSTEMS	11000917	035-01342	SUPPORT SERVICE - VIDEO POLICING	6,935.84
					Total :	6,935.84
177309	8/13/2024	112873 WOODRUFF	76384		LEGAL SERVICES	23.78
					Total :	23.78
177310	8/13/2024	125001 YAMADA COMPANY, INC.	84347		PARK MAINT SUPPLIES	61.98
			84350		PARK MAINT SUPPLIES	264.72
			84361		PARK MAINT SUPPLIES	1,018.24
			84362		PARK MAINT SUPPLIES	21.85
			84377		PARK MAINT SUPPLIES	99.34
			84396		PARK MAINT SUPPLIES	352.32

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
177310	8/13/2024	125001 YAMADA COMPANY, INC.	(Continued)			
			84397		PARK MAINT SUPPLIES	183.05
			84398		PARK MAINT SUPPLIES	20.00
			84399		PARK MAINT SUPPLIES	20.00
			84400		PARK MAINT SUPPLIES	20.00
					Total :	2,061.50
311	Vouchers for bank code :		usb		Bank total :	7,280,927.38
311	Vouchers in this report				Total vouchers :	7,280,927.38

Bank code : usb

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

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 34 inclusive of the check register are accurate and funds are available for payment thereof.

By: 
Director of Administrative Services

This is to certify that the claims or demands covered by checks listed on pages 1 to 34 inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers:

_____	<u>08/13/2024</u>
Mayor	Date
_____	_____
Councilmember	Date
_____	_____
Councilmember	Date
Acknowledged:	
_____	_____
Councilmember	Date
_____	_____
Councilmember	Date



CITY of GARDENA

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

1. Report the appointment of the following individuals:
 - a. **AUDRA LOWE**, Communications Liaison Officer, Schedule 57 (\$7,101- \$9,063/month) with the Elected and City Manager's Office, effective June 26, 2024.
 - b. **ANTONIO DELGADILLO**, Right-of-Way Maintenance Worker, Schedule 32 (\$3,829-\$4,887/month) with the Public Works Department, effective July 22, 2024.
 - c. **DIMITRIAS SESSION**, Right-of-Way Maintenance Worker, Schedule 32 (\$3,829-\$4,887/month) with the Public Works Department, effective July 23, 2024.
2. Report the Promotional Appointment of the following individuals:
 - a. **TREMAINE BELL**, to the position of Graffiti Technician, Schedule 34 (\$4,023-\$5,135/month) with the Public Works Department, effective July 22, 2024.
 - b. **CRYSTAL CONTRERAS**, to the position of Deputy City Clerk I, Schedule 41 (\$4,782 - \$6,104/month) with the Elected and City Manager's Office, effective July 22, 2024.
 - c. **PRISCILLA ESTRADA**, to the position of Administrative Aide, Schedule 43 (\$5,024 - \$6,412/month) with the Transportation Department, effective July 29, 2024.
3. Report the Service Retirement for **PETER SAVARIA**, Transit Parts/Storeroom Coordinator, of the Transportation Department, effective August 2, 2024. Mr. Savaria provided 12.3 years of service to the City.
4. Report the separation of the following individuals:
 - a. **JERON BLACKMON**, Police Trainee, with the Police Department, effective July 26, 2024. Mr. Blackmon provided 3 months of service to the City.
 - b. **ASHA PETERS**, Administrative Analyst II, with the Transportation Department, effective August 5, 2024. Ms. Peters provided 1.3 years of service to the City.
5. Report the Recruitment for the Open/Competitive position of Deputy City Treasurer (Administrative Services Department). This recruitment is open until filled.
6. Report the Recruitment for the Open/Competitive position of Account Clerk (Administrative Services Department). This recruitment is open until filled.
7. Report the Recruitment for the Closed/Promotional position of Police Sergeant (Police Department). This recruitment is scheduled to close September 4, 2024.
8. Report the Recruitment for the Closed/Promotional position of Police Lieutenant (Police Department). This recruitment is scheduled to close September 4, 2024.
9. Report the Recruitment for the Open/Competitive position of Police Officer/Lateral (Police Department). This is a continuous recruitment.

10. Report the Recruitment for the Open/Competitive position of Police Trainee (Police Department). This is a continuous recruitment.
11. Report the Recruitment for the Open/Competitive position of Street Sweeper Operator (Public Works Department). This recruitment is scheduled to close August 8, 2024.
12. Report the Recruitment for the Open/Competitive position of Recreation Leader I/II (Recreation and Human Services Department). This is a continuous recruitment.
13. Report the Recruitment for the Open/Competitive position of Relief Bus Operator Trainee (Transportation Department). This is a continuous recruitment.
14. Report the Recruitment for the Open/Competitive position of Transit Mechanic (Transportation Department). This recruitment is open until filled.
15. Report the Recruitment for the Open/Competitive position of Transportation Operations Supervisor (Transportation Department). This recruitment is open until filled.
16. Report the Recruitment for the Open/Competitive position of On-Demand (Micro/Paratransit) Operator (Transportation Department). This recruitment is open until filled.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.E
Section: CONSENT CALENDAR
Meeting Date: August 13, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: **RESOLUTION NO. 6680**, Approving the Blanket Authority to File Applications for Grant Funds from the Los Angeles County Regional Park and Open Space District for Measure A Funding for Projects and Programs

CONTACT: ADMINISTRATIVE SERVICES

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

In 2016, Los Angeles County voters approved the Safe, Clean Neighborhood Parks and Beaches Measure of 2016 (Measure A), which authorizes dedicated local funding for parks, recreation, and open space development and maintenance through an annual special tax of 1.5 cents per square foot of building floor area on all taxable real property in the County. Measure A makes funding available to eligible parks districts and municipalities for projects that upgrade and repair parks and recreation facilities, acquire and create new parks, preserve and protect open spaces and beaches, and support recreational programming. Measure A provides funding through annual allocation programs and are awarded on a per capita basis based on population.

The City is eligible for per capita funding for both Community-Based Park Investment Program (Category 1) and Neighborhood Parks, Healthy Communities, & Urban Greening Program (Category 2).

Since 2018, the City has been accumulating its average annual allocation of \$376,933 in Recreation, Park, Open Space District (RPOSD) funds to gather enough balance to use for a large scale park project. The current balance is \$2,261,598.01 and will be used for the Mas Fukai Park Rehabilitation Project in Fiscal Years 2024-2025 and 2025-2026.

Approval of Resolution No. 6680 provides the City Manager or designee the authority to apply for the currently available funding and future per capita allocations without the need to have each application approved by a resolution. This will streamline the City's ability to get project applications submitted in a timely manner.

FINANCIAL IMPACT/COST:

Approval of Resolution No. 6680 will make the City eligible to apply for Measure A funding through the duration of the Measure A program. The City has an existing allocation balance of Measure A Funds in the amount of \$2,261,598.01 and these funds will be used for the Mas Fukai Park Rehabilitation Project in Fiscal Years 2024-2025 and 2025-2026.

ATTACHMENTS:

[Reso No 6680.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is written over a light blue rectangular background.

Clint Osorio, City Manager

RESOLUTION NO. 6680

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS

WHEREAS, the voters of the County of Los Angeles on November 8, 2016, approved the Safe, Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure (Measure A), and;

WHEREAS, Measure A also designated the Los Angeles County Regional Park and Open Space District (the District) to administer said funds, and;

WHEREAS, the District has set forth the necessary policies and procedures governing the application for grant funds under Measure A, and;

WHEREAS, the District's policies and procedures require the governing body of the City of Gardena to approve of the filing of an application before submission of said application to the District, and;

WHEREAS, said application contains assurances that City of Gardena must comply with, and;

WHEREAS, City of Gardena will enter into Agreement(s) with the District to provide funds for acquisition projects, development projects, and/or programs.

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

SECTION 1. Approves the blanket authority to file applications with the Los Angeles County Regional Park and Open Space District for Measure A Funds for projects or programs; and

SECTION 2. Certifies that City of Gardena understands the assurances and will comply with the assurances in the application form; and

SECTION 3. Appoints the City Manager, or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of projects or programs.

SECTION 4. That this Resolution shall be effective upon its adoption.

RESOLUTION NO. 6680

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

Passed, approved, and adopted this 13th day of August, 2024.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.F
Section: CONSENT CALENDAR
Meeting Date: August 13, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: SECOND READING AND ADOPTION OF ORDINANCE NO. 1873,

Readopting the zone changes for all the Inventory Sites, adopting the zone changes to eliminate the Parking zone on split-zoned properties, adopting a formal statement regarding the dividing line on split-zoned residential properties, and readopting the text changes to Title 18 with the amendments set forth in the Ordinance. Adoption of Ordinance No. 1873 includes making findings required by CEQA and adopting a Mitigation Monitoring and Reporting Program.

CONTACT: COMMUNITY DEVELOPMENT

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

Ordinance No. 1873 readopts the amendments to the City's Zoning Map for the 468 Inventory Sites identified in the 2021-2029 Gardena Housing Element. In addition, the Ordinance involves adopting the zone changes to eliminate the Parking zone on split-zoned properties, adopting a formal statement regarding the dividing line on other split-zoned residential properties, and readopting the text changes to Title 18 (Zoning), of the Gardena Municipal Code.

On July 23, 2024, the City Council held a duly noticed meeting to consider the introduction of Ordinance No. 1873. Enclosed are the Agenda Summary and Staff Report presented to the City Council regarding the actions proposed by Ordinance No. 1873. At the close of the hearing on July 23rd, the Ordinance was introduced by Mayor Pro Tem Henderson.

Environmental Determination: An environmental impact report (EIR) was prepared to analyze the impacts of the changes to both the Inventory and Non-Inventory Sites as well as the text amendments to the Land Use Plan and the zoning code. Adoption of Ordinance No. 1873 includes making findings required by CEQA and adopting a Mitigation Monitoring and Reporting Program.

FINANCIAL IMPACT/COST:

None.

ATTACHMENTS:

[Ordinance No. 1873, readopting the Zone Changes and implementing changes under Modified Alternative 2 \(with Exhibits\).pdf](#)

[Agenda Summary, Ordinance No. 1873, July 23, 2024.pdf](#)
[Agenda Staff Report Ordinance No. 1873, July 23, 2024.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is written over a light gray rectangular background.

Clint Osorio, City Manager

ORDINANCE NO. 1873

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA READOPTING THE CHANGES TO THE ZONING MAP OF THE CITY OF GARDENA AND CHANGES TO TITLE 18 (ZONING) OF THE GARDENA MUNICIPAL CODE AS SET FORTH IN ORDINANCE NO. 1848, WITH MINOR AMENDMENTS, ADOPTING A MITIGATION AND MONITORING REPORTING PROGRAM, AND MAKING REQUIRED FINDINGS UNDER CEQA

WHEREAS, on February 15, 2023 the City Council approved the City's 6th Cycle Housing Element (Resolution No. 6619) and under a program in the Housing Element, also approved changes to the Land Use Plan and Land Use Map (Resolution No. 6620), as well as amended the City's Zoning Map and Zoning Ordinance (Urgency Ordinance No. 1847 and Ordinance No. 1848, hereafter collectively referred to as Ordinance No. 1848) under a program in the Housing Element which provided that the City should complete environmental review on the Inventory Sites and Noninventory Sites that were being contemplated for change; and

WHEREAS, the City has since prepared an Environmental Impact Report for the project which includes the change in land use designations and zoning of all of the inventory sites that were included in the 6th Cycle Housing Element and the previous zone text amendments that were included in Ordinance No. 1848, and the proposed changes in land use designation and zoning of the Non-inventory Sites as well as other land use and zoning changes; and

WHEREAS, at a meeting held on June 18, 2024, the Planning Commission of the City of Gardena held a duly noticed public hearing on this matter, at which time it considered all evidence presented, both written and oral; and

WHEREAS, at the close of the public hearing the Planning Commission adopted a resolution recommending that the City Council adopt this Ordinance; and

WHEREAS, at a meeting held on July 24, 2024, the City Council of the City of Gardena held a duly noticed public hearing on this matter, at which time it considered all evidence presented, both written and oral; and

WHEREAS, the project studied in the EIR included an analysis of the impacts of rezoning all of the Inventory Sites as well as adding 802 Non-Inventory Sites and making other clean-up changes to the zoning map and zoning code; and

WHEREAS, the EIR also studied three alternatives which were the No Project Alternative (Alternative 1); the Inventory Sites Only Alternative (Alternative 2); and a Reduced Density Alternative (Alternative 3); and

WHEREAS, the City Council desires to approve a modification to Alternative 2, the Inventory Sites Only Analysis, which is set forth in the EIR (hereafter “Modified Alternative 2”). The approved Modified Alternative 2 consists of the following elements:

- A. Readoption of the Updated Land Use Plan, including the Land Use Map, as approved in February 2023, without change, which approval was given by the City Council’s adoption of Resolution No. 6677 prior to the adoption of this Ordinance;
- B. Readoption of the zoning changes to the Inventory Sites only Alternative, including the rescission of the Artesia Corridor Specific Plan zoning and rezoning of those parcels;
- C. Elimination of the parking zone on properties that are split zoned with a commercial or industrial use;
- D. Readoption of all text amendments set forth in Ordinance No. 1848 in their entirety;
- E. Clarification regarding the treatment of split-zoned residential parcels; and
- F. Clean-up modifications to the zoning code of the City of Gardena; and

WHEREAS, prior to adopting this Ordinance, the City Council adopted Resolution No. 6676 certifying the Environmental Impact Report for this Project; and

WHEREAS, prior to adopting this Ordinance, the City Council also adopted Resolution No. 6677 readopting the Updated Land Use Plan;

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

SECTION 1. The City Council hereby takes the following actions in approving Modified Alternative 2:

- A. The City Council hereby readopts the zoning changes to the Inventory Sites only Alternative made by Sections 2 and 36 of Ordinance No. 1848 as shown in the maps attached hereto as Exhibit A and the Parcel List attached hereto as Exhibit B, including the rescission of the Artesia Corridor Specific Plan zoning and rezoning of those parcels as described in Section 37 of Ordinance No. 1848;
- B. The City Council hereby adopts the zoning changes to those properties that have a commercial or industrial zone and a parking zone on the same parcel as shown on Exhibit C and listed on Exhibit D to eliminate the parking zone from such properties and change the entire parcel to the commercial or industrial use associated with the remainder of each parcel;

C. The City Council hereby readopts all text amendments set forth in Sections 3 through 36 of Ordinance No. 1848 in their entirety;

D. The City Council hereby adopts the clarification regarding the treatment of split-zoned residential parcels as set forth in Section 2 below.

E. The City Council hereby adopts the modifications to the Zoning Code of the City of Gardena as set forth in Sections 3 through 7 below.

SECTION 2. Section 18.08.040 is hereby **added** to the Gardena Municipal Code to read as follows:

18.08.040 Split-zoned residential parcels.

The following properties have split residential zoning on a single parcel. Development on such parcels shall be allowed to occur as though each parcel is two separate parcels. The dividing line between the two zones shall be as follows:

A. 14903 S. Normandie Avenue (APN No. 6103032033) - the dividing line between the R-4 and R-2 portions shall be at a line running parallel from the eastern property line of 14831 S. Normandie Avenue.

B. 1031 Magnolia Avenue (APN No. 6113035015) – the dividing line between R-1 and R-3 portions shall be at a line running parallel from the southern property line of 15517 S. New Hampshire Avenue.

C. 14616 S. Normandie Avenue (APN No. 6114003019) – the dividing between R-1 and R-3 portions shall be at a line running parallel from the eastern property line of 14610 S. Normandie Avenue.

D. 1330 W. 139th Street (APN 6115013005)
1338 W. 139th Street (APN 6115013004)
1346 W. 139th Street (APN 6115013003)
1350 W. 139th Street (APN 6115013025)
1321 W. 140th Street (APN 6115013023)

The dividing line for each of these properties between the R-1 and R-2 portions shall be a line running parallel from the northern boundary of 1317 W. 140th Street.

SECTION 3. Section 18.28.030 of the Gardena Municipal Code relating to the Home Business Zone is hereby **amended** to read as follows:

18.28.030 Uses permitted subject to a conditional use permit.

The following uses may be permitted subject to the issuance of a conditional use permit pursuant to the provisions set forth in Chapter [18.46](#) of this code:

A. Plant nurseries;

B. Television, appliance, radio, computer, telephone and other small equipment repairs, but excluding the retail sales of repaired products;

C. Contractor businesses;

D. Machine shops;

E. Retail sales of products produced on the premises;

F. Copy and p~~Printing services, engraving, lithographing, blueprinting, photocopying, and film processing;~~

G. Data processing and research, development or experimental laboratories;

H. Dog kennels for the purpose of breeding, training, boarding, or raising for profit or pleasure in the area bounded by 178th Street on the north, 182nd Street on the south, Denker Avenue on the east, and the alley between La Salle Avenue and Harvard Boulevard on the west;

I. Light manufacturing, processing or assembly of goods;

~~J. (Repealed);~~

JK. Those uses permitted with a conditional use permit, pursuant to Section 18.46.030C.

SECTION 4. Section 18.42.010 of the Gardena Municipal Code is hereby readopted to read as follows:

Section 18.42.010 Scope.

A. The general provisions set forth in this chapter shall apply to development regulated by this title.

B. Development standards for residential, mixed-use, and overlay zones apply as set forth below.

Table 18.42 - 1

	R-1	R-2	R-3	R-4	R-6	MUO	AMU	C-R	HO
18.42.065 – Open Space – Residential uses	-	A	A	A	A	A	-	A	A
18.42.070 – Fences and walls	A	A	A	A	A	A	A	A	A
18.42.075 – Landscape regulations	-	A	A	A	A	A	A	A	A
18.42.080 – Setbacks for streets/alleys	A	A	A	A	A	A	-	A	A
18.42.085 – Commercial/Industrial setbacks	-	-	-	-	-	-	-	-	-
18.42.090 – Swimming pool	A	A	A	A	A	A	A	A	A
18.42.095 – Residential design	A	-	-	-	-	-	-	-	-
18.42.100 – Permitted projections	A	A	A	A	A	A	A	A	A
18.42.110 – Intersection visibility	A	A	A	A	A	A	A	A	A
18.42.120 – Residential design criteria	-	A	A	A	A	A	A	A	A
18.42.130 – Refuse enclosures	-	-	A	A	A	A	A	A	A
18.42.140 – Utilities and mechanical equipment	-	A	A	A	A	A	A	A	A
18.42.150 – Security and lighting plan	-	A	A	A	A	A	A	A	A
18.42.160 – Reverse vending machines	-	-	-	-	-	-	-	-	-
18.42.170 – Pedestrian amenities	-	-	A	A	A	A	A	A	A
18.42.180 – Display of addresses	A	A	A	A	A	A	A	A	A
18.42.190 – Pet relief area	-	-	A	A	A	A	-	A	A
18.42.200 – Pre-permit requirements	-	A	A	A	A	A	A	A	A
18.42.210 – Post-permit requirements	-	A	A	A	A	A	A	A	A

“-” means not applicable; “A” means the standard applies

SECTION 5. Section 18.42.030 of the Gardena Municipal Code is hereby **amended** to read as follows:

18.42.030 Satellite antennas.

No person shall install, have installed, or maintain any satellite antenna in excess of one meter in diameter designed or used for the transmission and/or the reception of ~~television or other~~ any electronic communication signal ~~broadcast or~~ relayed to or from an earth satellite, unless a building permit is obtained from the building and safety division. Such permit shall be subject to review by the community development director to ensure compliance with all applicable requirements. ~~Such s~~ Satellite antennas may be located in any zone in the city; provided, however, they shall not be installed on or project above the roofs of residential buildings, in any required front yard areas, or in side yard areas of corner lots. Further, when such antennas are installed they shall, to the extent possible, be properly screened from view from streets and from abutting properties to the satisfaction of the community development department.

SECTION 6. Section 18.42.095B of the Gardena Municipal Code is hereby **amended** to read as follows:

B. Street-Facing Entries. Homes ~~and multi-unit dwellings~~ shall have primary entrances and doorways oriented toward the street, rather than away from the street, to the greatest extent feasible.

SECTION 7. Subsections 18.42.210. C and D of the Gardena Municipal Code relating to post-permit requirements are hereby **amended** to read as follows; all other sections are to remain the same:

C. Paleontological resources.

1. Prior to commencement of ground-disturbing activities a qualified vertebrate paleontologist (as defined by the Society for Vertebrate Paleontology) shall develop Worker Awareness and Environmental Program (WEAP) Training for construction personnel. This training shall be presented to construction personnel and include what fossil remains may be found within the Project area and policies and procedures that must be followed in case of a discovery. Verification of the WEAP Training shall be provided to the Gardena Community Development Department.

2. If fossils or fossil bearing deposits are encountered during ground-disturbing activities, work within a 2550-foot radius of the find shall halt and a professional vertebrate paleontologist (as defined by the Society for Vertebrate Paleontology) shall be contacted immediately to evaluate the find. The paleontologist shall have the authority to stop or divert construction, as necessary. Documentation and treatment of the discovery shall occur in accordance with Society of Vertebrate Paleontology standards. The significance of the find shall be evaluated pursuant to the State CEQA Guidelines. If the discovery proves to be

significant, before construction activities resume at the location of the find, additional work such as data recovery excavation may be warranted, as deemed necessary by the paleontologist.

D. Cultural resources.

1. If Native American or tribal cultural resources are found on the site, the applicant shall enter into a cultural resources treatment agreement with a local Native American tribe traditionally and culturally affiliated with Gardena that is acknowledged by the Native American Heritage Commission, which shall address the following:

- a. Treatment and disposition of cultural resources in consultation with the City and a qualified archaeologist;
- b. Designation, responsibilities, and participation of professional tribal monitors during grading, excavation and ground disturbing activities during initial ground disturbance activities;
- c. Project grading and development scheduling;
- d. Terms of compensation for the tribal monitors;
- e. Treatment and final disposition of any cultural resources and, sacred sites, ~~and human remains~~ discovered on site;
- f. Tribal monitor's authority to stop and redirect grading in order to evaluate the significance of any potential resources discovered on the property, and to make recommendations as to treatment in consultation with the City and a qualified archaeologist; and
- g. The applicant's agreement to relinquish ownership of all cultural resources, including all archaeological artifacts that are found on the project area, to the tribe for proper treatment and disposition; and the applicant's agreement that all tribal sacred sites are to be avoided and preserved.

2. Human remains.

- a. In compliance with state law, if human remains are unearthed, the project developer, pursuant to state health and safety code section 7050.5, will contact the county coroner and ensure no further disturbance occurs until the county coroner has made the necessary findings as to origin and disposition pursuant to public resources code section 5097.98.
- b. If the remains are determined to be of Native American descent, the Native American Heritage Commission (NAHC) must be notified within 24 hours.

SECTION 8. Zoning Findings.

- A. The foregoing recitals are true and correct.
- B. The adoption of the Zoning Map and changes to Title 18 are consistent with the City's General Plan. More specifically, these changes implement changes required by the Housing Element and the changes create consistency with the City's Land Use Plan.
- C. The changes set forth herein represent good land use practices which are required by the public necessity, convenience and the general welfare.

SECTION 9. CEQA Findings – Impact Analysis/Mitigation Measures/Mitigation Monitoring and Reporting Program.

Under CEQA Guidelines section 15091, the lead agency is required to make specific findings relating to mitigation measures when there are significant impacts identified in the EIR.

- A. As the General Plan amendment and rezoning is a policy document, outside of looking at alternatives, there were no changes or alterations identified in the EIR that could be made that would avoid or substantially lessen the significant environmental effects identified in the EIR.
- B. There are no changes or alterations that are within the responsibility and jurisdiction of another public agency that would lessen environmental impacts. As new regulations are adopted by state and local agencies, they will be applied to each development project.
- C. The City Council finds that the topics listed in Section 8.0 of the EIR of Effects Found Not to Be Significant did not require any further analysis.
- D. The impacts that are analyzed in the EIR are discussed in detail in Sections 5.1 through 5.16 and summarized in Section 1.0, Executive Summary, of the Draft EIR and identified therein as less than significant, less than significant after mitigation, and significant even after mitigation (See Table 1-5). The following subsections E and F are a summary of the mitigation measures and impacts which are all fully described in the EIR.
- E. The EIR identifies the below topic areas as significant, but to be mitigated below a level of significance.

1. Under Cultural Resources, it was determined that the Project could cause a substantial adverse change in the significance of both historical and archaeological resources. The impacts to historical resources will be reduced below a

level of significance by Mitigation Measure CUL-1 which requires a historic resource technical study prepared for buildings more than 45 years old by a qualified architectural historian and the implementation of recommendations from such study. The impacts to archaeological resources will be mitigated below a level of significance by Mitigation Measure CUL-2 which requires either a technical resources assessment by a qualified archaeologist or full-time monitoring by an archaeologist and a Native American monitor. When resources are known or reasonably anticipated, a mitigation plan is required.

2. Under Geology and Soils it was determined that the Project could destroy a unique paleontological resource, site, or unique geologic feature. The impacts will be mitigated below a level of significance by Mitigation Measure GEO-1, which requires a paleontological assessment or monitoring excavations below five feet. When resources are known or reasonably anticipated, a mitigation plan is required.

3. Under Noise, it was determined that the Project could result in the generation of noise and groundborne vibrations in excess of standards. The noise impact will be mitigated below a level of significance by Mitigation Measure NOI-1 which requires a site-specific noise study for any parcel within 500 feet of a sensitive use. The groundborne vibration impact will be mitigated below a level of significance by Mitigation Measure NOI-2 which requires vibration impact study and a mitigation plan for projects using pile drivers within 200 feet of existing buildings or vibratory rollers within 50 feet of existing buildings.

F. The EIR identifies the following topic areas as being significant and unavoidable.

1. Under Air Quality, the Project will conflict with the applicable air quality plan and result in cumulative air impacts relating to pollutants. Mitigation Measures AQ-1 through AQ-7 will reduce these impacts, but not below a level of significance. The measures are summarized as follows: AQ-1 – requires dust control measures; AQ-2 requires Tier 4 construction equipment; AQ-3 requires low VOC paints; AQ-4 requires electric construction equipment if available; AQ-5 requires alternative fueled construction equipment; AQ-6 requires construction equipment to be maintained; and AQ-7 requires construction vehicles to be maintained. Even with these mitigation measures in place, there will be significant impacts with regard to inconsistency with the AQMP relating to both construction emissions/air quality standards and the exceedance of the AQMP's growth projection assumption. Both of these impacts remain significant and unavoidable under a cumulative analysis as well.

2. Under Public Services/Parks, the Project will result in significant impacts to parks and recreational facilities, including under a cumulative analysis. There are no mitigation measures that are available to lessen this impact.

G. There are no mitigation measures which were identified as infeasible. All identified mitigation measures are included in the Mitigation Monitoring and Reporting Program attached hereto as Exhibit E. The City Council hereby adopts the Mitigation Monitoring

and Reporting Program. Each mitigation measure shall be placed as a condition of approval on all future development projects in the City as applicable.

SECTION 10. CEQA Findings – Alternatives.

Section 15091 of the CEQA Guidelines also requires that findings be made regarding alternatives in addition to mitigation measures when there are significant impacts which have been identified in the EIR. The EIR is required to identify the environmentally superior project and make findings why such alternative is not adopted. The EIR examined three alternatives to the Project. The Alternatives are discussed in detail in Chapter 7 of the EIR and summarized in Chapter 1. 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 9 above, the only impacts of the Project that could not be reduced to a less than significant level are air quality impacts and impacts to parks and recreational facilities. There was no identified alternative which eliminated all significant environmental effects.

A. Alternative 1 is the No Project/Existing General Plan Alternative which would involve a rescission of the previously approved changes to the Inventory Sites. While this alternative would eliminate the air quality impacts, there would still be a significant and unavoidable impact on parks and recreation, although less of one, as the City already has a deficiency in park space. However, this Alternative fails to meet the fundamental objectives of the project of implementing the Housing Element programs for Inventory Sites, creating consistency between the General Plan and zoning, preserving multi-family lots for higher density, providing opportunities for a mix of housing at varying densities, providing opportunities to align housing production with sustainability goals, and eliminating split zoning. Moreover, this Alternative places the Land Use Plan and zoning in direct opposition to the City's Housing Element and places the City at risk for projects to be developed under the Builder's Remedy as well as would create legal issues and open the City up to litigation regarding its Housing Element. Additionally, HCD's approval of the 6th Cycle Housing Element would no longer be valid.

B. Alternative 2 is the Inventory Sites Only Alternative which would constitute simply leaving the previous changes made in February 2023 to the Land Use Plan and the zoning in place without any additional changes. This alternative would still result in significant and unavoidable air quality impacts and impacts to parks and recreation. This alternative would meet some, but not all of the objectives as it would not provide as great a mix of housing at varying densities, provide as much opportunity to align housing with local sustainability goals, or eliminate split zoning and consistency with the General Plan and zoning. While the EIR did not identify this Alternative as the environmentally superior alternative, the City Council finds that as compared to the proposed project and Alternative 3, this project would have fewer impacts in the areas of air quality and public services with regard to parks and recreation – the two areas which were significant and

unavoidable in the proposed project and Alternative 3. Additionally, Alternative 2 would have fewer impacts in the areas which did not have unavoidable and significant impacts, including energy, geology and soils, noise, and utilities and service systems. This is based on the analysis set forth in the Alternatives section of the EIR and due to the fact that Alternative 2 would have less residential growth and development of new housing.

C. Alternative 3 is a Reduced Density Alternative which would include fewer Non-Inventory Sites than the proposed project. This alternative would also still have significant and unavoidable impacts relating to air quality as identified above and impacts to parks and recreation. The EIR identified this alternative as the environmentally superior alternative because it would provide a greater mix of housing and better achieve local sustainability goals.

D. Based on the above, the City Council finds that Alternative 2 is the environmentally superior project. While both Alternatives 2 and 3 reduce impacts from the proposed project in various areas, Alternative 2 provides the greater reduction in the two areas that were significant and unavoidable – air quality impacts relating to consistency with the AQMP and the exceedance of the AQMP's population growth assumptions and associated air emissions and impacts on parks and recreation.

E. The City Council has approved Modified Alternative 2 as described above. The only difference between this Alternative and Alternative 2 set forth in the EIR is that not all split zoned properties are eliminated and the City is not revising zoning based on existing uses and densities. These minor changes do not change the environmental impact analysis.

F. Even if Alternative 3 were the environmentally superior alternative, the City Council finds this Alternative to be infeasible based on social considerations. Gardena should remain a balanced community that is predominantly single-family residential. The existing and planned development patterns in lower density-zoned areas should be protected to the extent feasible while providing adequate Inventory Sites to satisfy the City's RHNA allocation. This could not be accomplished by Alternative 3 for the following reasons:

1. Alternative 3 would more than double the number of parcels which would be available for housing by adding an additional 672 Non-Inventory Parcels.
2. Alternative 3 will allow the elimination of 146 single-family home developments while adding a total of 7,436 multi-family units.
3. Alternative 3 will allow the elimination of 6,087,399 square feet of non-residential development along important corridors in the City, thereby eliminating the opportunity to provide important goods and services to the community.

SECTION 11. CEQA Findings – Statement of Overriding Considerations.

Under CEQA Guidelines section 15093, when a project has significant and unavoidable impacts, the lead agency is required to balance the benefits of the project against unavoidable environmental risks. The City Council hereby finds the environmental impacts of Modified Alternative 2 are outweighed by the benefits based on the following. Each and every reason constitutes a separate and independent grounds for approval.

A. There are no alternatives which eliminate every significant impact. Modified Alternative 2 provides the greatest reduction to the significant and unavoidable impacts identified in the EIR.

B. In order to maintain the approval of the City's 6th Cycle Housing Element by HCD, the City must maintain the rezoning and overlays on the Inventory Sites as set forth in the Housing Element and as implemented by Resolution No. 6619 and Ordinance No. 1848. Modified Alternative 2 accomplishes this. Eliminating any of the Inventory Sites identified in the Housing Element could lead to such things as: an invalidation of the Housing Element; an application of the Builder's Remedy in Gardena; and a loss of grant funding.

SECTION 12. CEQA Findings - Custodian of Record.

Each and every one of the findings and determinations in this Ordinance 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 Greg Tsujiuchi, Community Development Director who can be reached at 310/217-9546 or gtsujiuchi@cityofgardena.org.

SECTION 13. Effective Date. This Ordinance shall take effect on the thirty-first day after passage.

SECTION 14. 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 15. **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.


PASSED, APPROVED AND ADOPTED this 23 day of July, 2024.

TASHA CERDA, Mayor

ATTEST:

Mina Semenza, City Clerk

APPROVED AS TO FORM:



Carmen Vasquez, City Attorney

Exhibit A – Zoning Map (6th cycle Housing Element Inventory Sites)

Exhibit B – Parcel List (6th cycle Housing Element Inventory Sites)

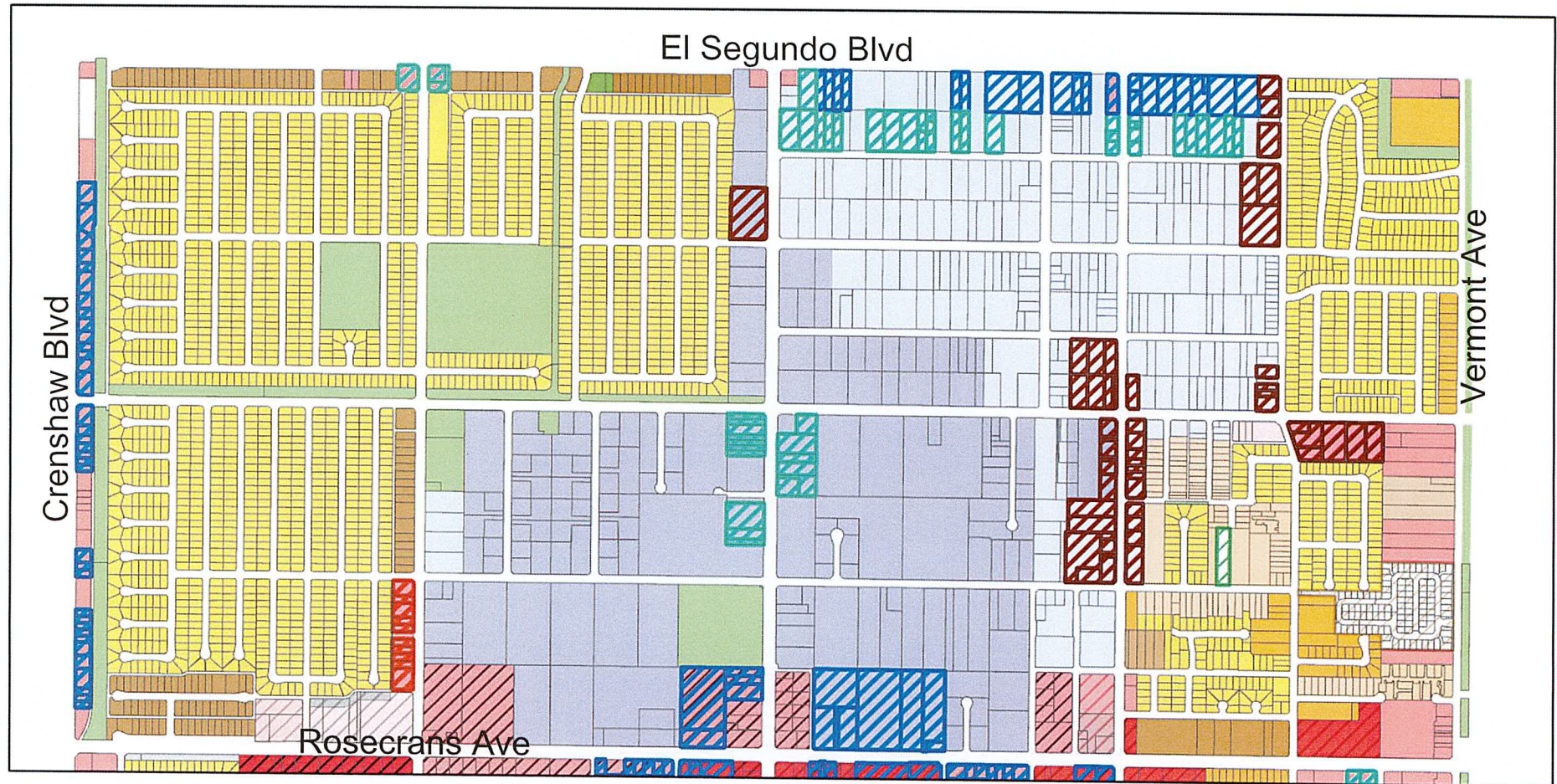
Exhibit C – Zoning Map (Split Parking Zoned Properties)

Exhibit D – Parcel List (Split Parking Zoned Properties)





Exhibit E - Mitigation Monitoring and Reporting Program

Exhibit A

El Segundo Blvd to Rosecrans Ave














Overlay Designations

-  HO-3
-  HO-4
-  HO-5
-  HO-6

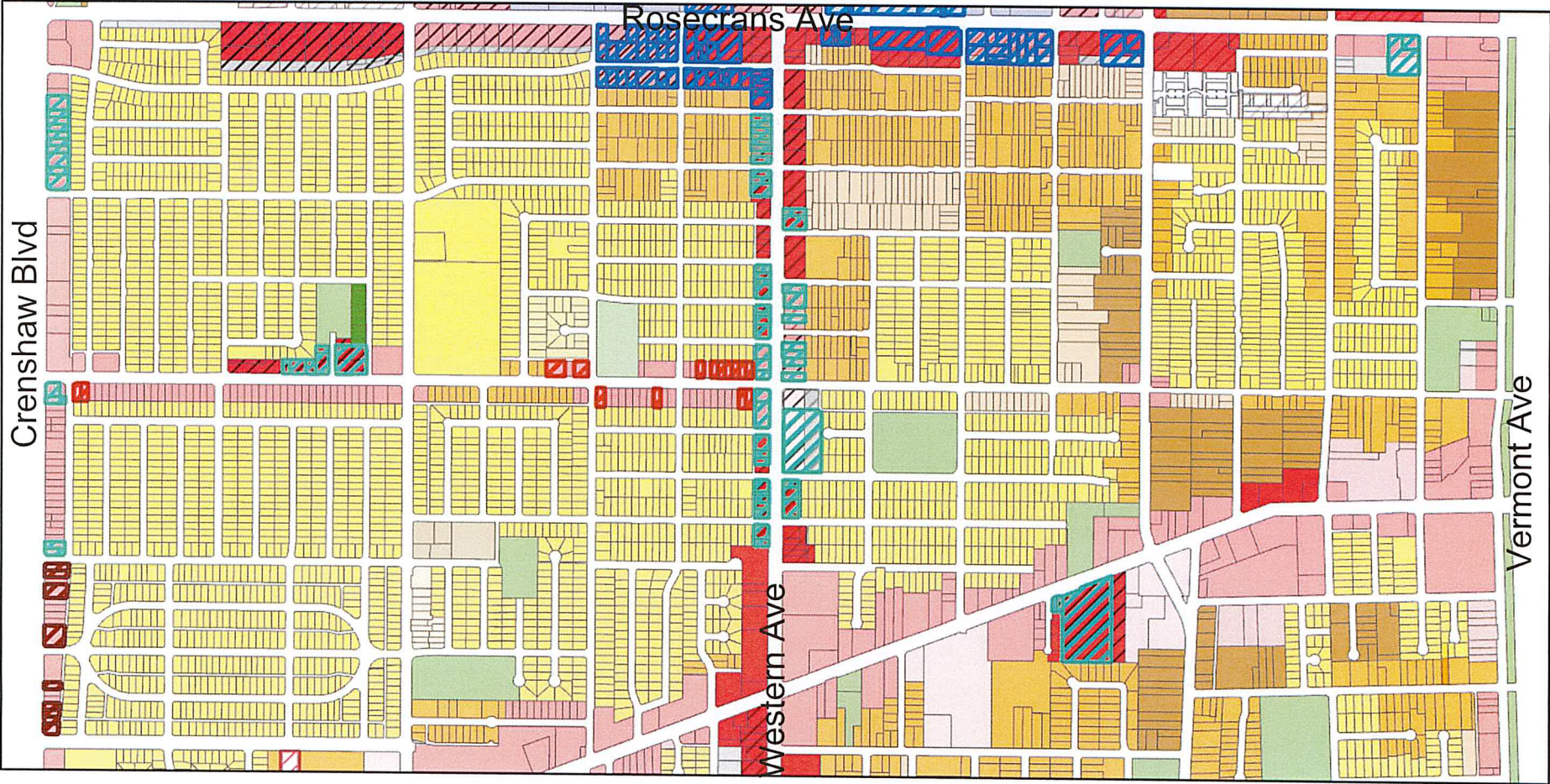
Zoning 2023

-  Ascot Village Specific Plan
-  Carnelian Specific Plan
-  C2
-  C3

-  C4
-  CP
-  M1
-  M2
-  O
-  P

-  R1
-  R2
-  R3
-  R4
-  MUO

Rosecrans Ave to Redondo Beach Blvd



Overlay Designations

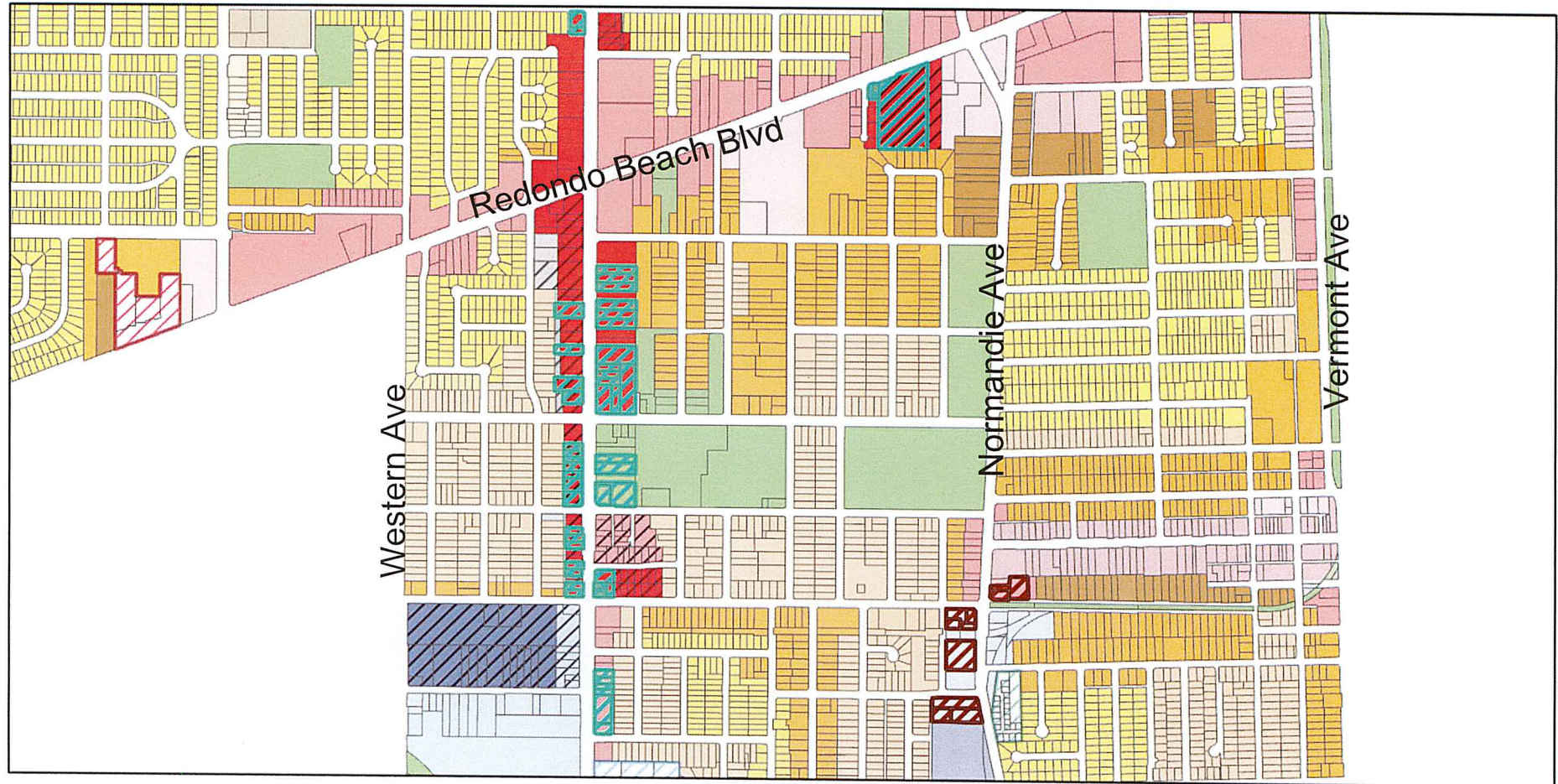
- HO-3
- HO-4
- HO-5
- HO-6

Zoning 2023

- Cottage Place Specific Plan
- Redondo Village Specific Plan
- C2
- C3
- C4
- CP
- M2
- O
- P

- R1
- R2
- R3
- R4
- MUO

Redondo Beach Blvd to Gardena Blvd



Overlay Designations

 HO-4

 HO-5

Zoning 2023

 Normandie Estates Specific Plan

 Redondo Village Specific Plan

 Western Avenue Specific Plan

 C2

 C3

 CP

 CR

 M1

 M2

 O

 P

 R1

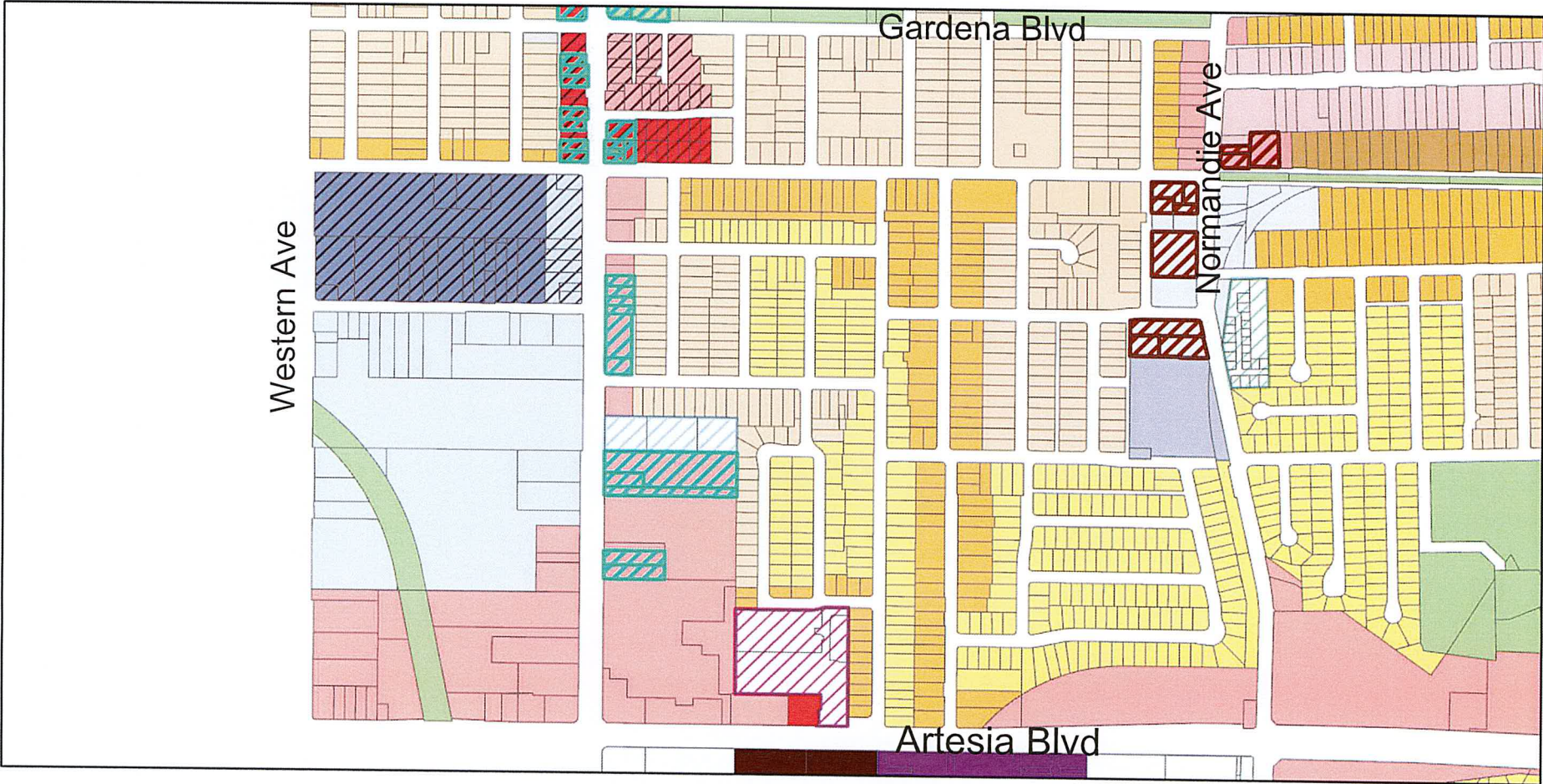
 R2

 R3

 R4

 MUO

Gardena Blvd to Artesia Blvd



Overlay Designations

- HO-4
- HO-5

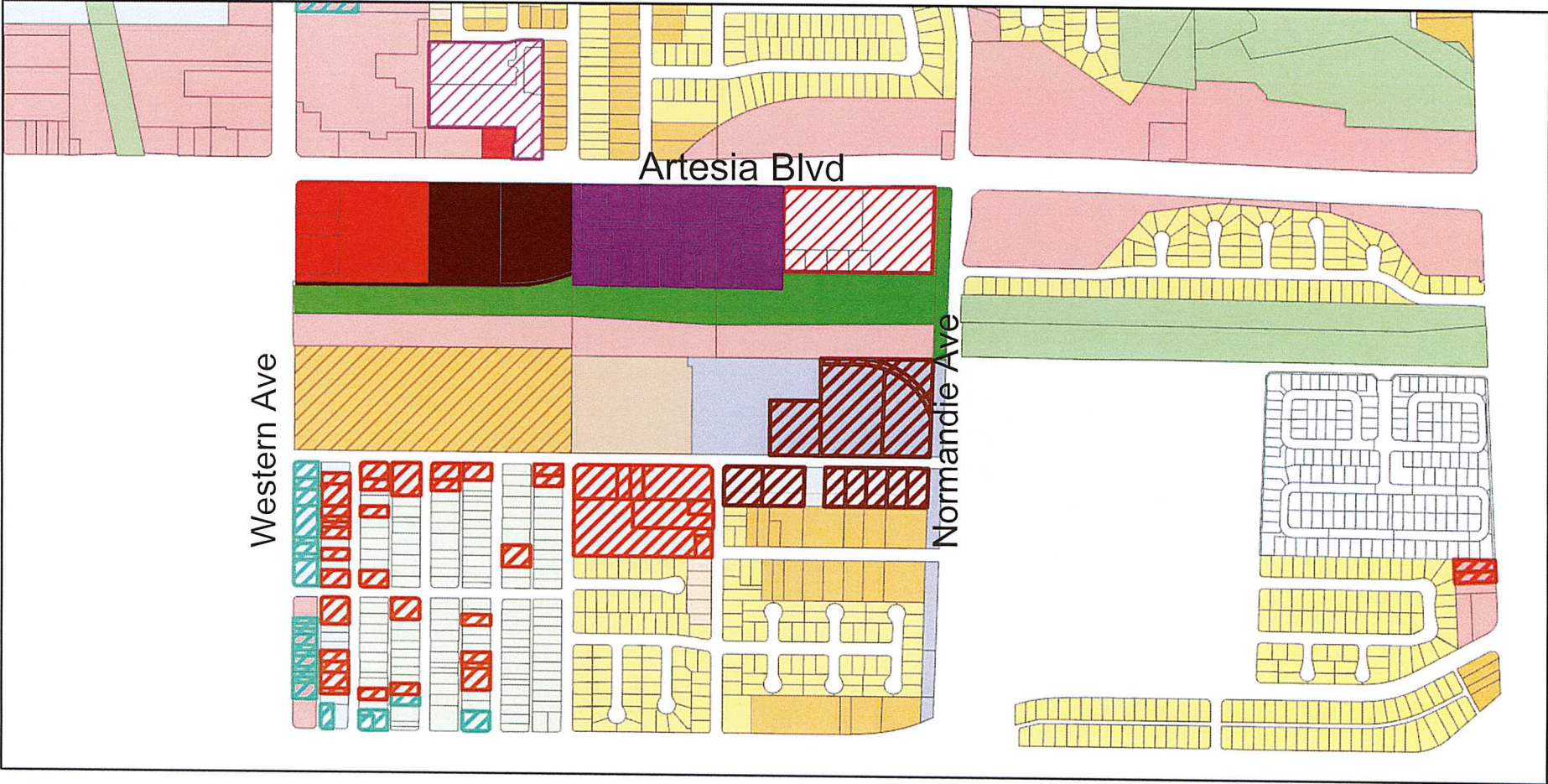
Zoning 2023

- Normandie Estates Specific Plan
- Gardena Village Specific Plan
- Western Avenue Specific Plan
- C3

- CR
- M1
- M2
- O
- P

- R1
- R2
- R3
- R4
- MUO

Artesia Blvd to 182nd Street



Overlay Designations

- HO-3
- HO-4
- HO-5

Zoning 2023

- 1450 Artesia Specific Plan
- Gardena Village Specific Plan
- C3
- HB

- M1
- M2
- O
- P
- R1
- Artesia Mixed Use

- R2
- R3
- R4
- R6
- MUO

Exhibit B - Parcel List

New Overlay Zoning Table

Address	APN	Existing Zoning	New Overlay Zoning
13430 CRENSHAW BLVD	4060004040	C3	HO-6
13226 CRENSHAW BLVD	4060004021	C3	HO-6
13400 CRENSHAW BLVD	4060004038	C3	HO-6
13236 CRENSHAW BLVD	4060004035	C3	HO-6
13424 CRENSHAW BLVD	4060004025	C3	HO-6
13416 CRENSHAW BLVD	4060004027	C3	HO-6
NA	4060004041	C3	HO-6
13214 CRENSHAW BLVD	4060004022	C3	HO-6
13310 CRENSHAW BLVD	4060004037	C3	HO-6
13100 CRENSHAW BLVD	4060004013	C3	HO-6
13208 CRENSHAW BLVD	4060004023	C3	HO-6
13120 CRENSHAW BLVD	4060004011	C3	HO-6
13112 CRENSHAW BLVD	4060004012	C3	HO-6
13204 CRENSHAW BLVD	4060004010	C3	HO-6
NA	4059022015	C3	HO-6
13610 CRENSHAW BLVD	4059022014	C3	HO-6
13500 CRENSHAW BLVD	4059022024	C3	HO-6
13514 CRENSHAW BLVD	4059022018	C3	HO-6
13510 CRENSHAW BLVD	4059022019	C3	HO-6
13600 CRENSHAW BLVD	4059022016	C3	HO-6
13520 CRENSHAW BLVD	4059022017	C3	HO-6
13920 CRENSHAW BLVD	4059021017	C3	HO-6
13904 CRENSHAW BLVD	4059021018	C3	HO-6
NA	4059022026	C3	HO-6
14160 CRENSHAW BL.	4059021004	C3	HO-6
14100 CRENSHAW BLVD	4059021009	C3	HO-6
14150 CRENSHAW BLVD	4059021005	C3	HO-6
14008 CRENSHAW BLVD	4059021013	C3	HO-6
NA	4059021014	C3	HO-6
NA	4059021015	C3	HO-6
NA	4059021011	C3	HO-6
14124 CRENSHAW BLVD	4059021021	C3	HO-6
14044 CRENSHAW BLVD	4059021010	C3	HO-6
14030 CRENSHAW BLVD	4059021012	C3	HO-6
14160 CRENSHAW BLVD	4059021003	C3	HO-6

14516 CRENSHAW BLVD	4064012009	C3	HO-5
14504 CRENSHAW BLVD	4064012011	C3	HO-5
14626 CRENSHAW BLVD	4064012024	C3	HO-5
14600 CRENSHAW BLVD	4064012027	C3	HO-5
14520 CRENSHAW BLVD	4064012029	C3	HO-5
14526 CRENSHAW BLVD	4064012028	C3	HO-5
14614 CRENSHAW BLVD	4064012025	C3	HO-5
14510 CRENSHAW BLVD	4064012010	C3	HO-5
14604 CRENSHAW BLVD	4064012026	C3	HO-5
14426 CRENSHAW BLVD	4064012030	C3	HO-5
2200 W EL SEGUNDO BLVD	4060001029	C3	HO-5
12816 VAN NESS AVE	4061001029	C3	HO-5
2150 W EL SEGUNDO BLVD	4061001012	C3	HO-5
14007 VAN NESS AVE	4059017031	C3	HO-3
14115 VAN NESS AVE	4059017027	C3	HO-3
14111 VAN NESS AVE	4059017028	C3	HO-3
14017 VAN NESS AVE	4059017029	C3	HO-3
14015 VAN NESS AVE	4059017030	C3	HO-3
13971 VAN NESS AVE	4059017033	C3	HO-3
13945 VAN NESS AVE	4059017035	C3	HO-3
13961 VAN NESS AVE	4059017034	C3	HO-3
13931 VAN NESS AVE	4059017036	C3	HO-3
13901 VAN NESS AVE	4059017037	C3	HO-3
13151 S WESTERN AVE	4061013001	M2	HO-4
1735 W 130TH ST	6102001023	M1	HO-5
1727 W 130TH ST	6102001022	M1	HO-5
1751 W 130TH ST	6102001024	M1	HO-5
1748 W EL SEGUNDO BLVD	6102001005	M1	HO-5
1721 W 130TH ST	6102001020	M1	HO-5
NA	6102001021	M1	HO-5
12918 S WESTERN AVE	6102001025	M1	HO-5
1734 W EL SEGUNDO BLVD	6102001006	M1	HO-6
1714 W EL SEGUNDO BLVD	6102001010	M1	HO-6
1726 W EL SEGUNDO BLVD	6102001007	M1	HO-6
1720 W EL SEGUNDO BLVD	6102001026	M1	HO-6
1643 W 130TH ST	6102001016	M1	HO-5
1651 W 130TH ST	6102001017	M1	HO-5
1613 W 130TH ST	6102002022	M1	HO-5

1613 W 130TH ST	6102002025	M1	HO-5
NA	6102002023	M1	HO-5
1621 W 130TH ST	6102002026	M1	HO-5
1635 W 130TH ST	6102001015	M1	HO-5
1619 W 130TH ST	6102002027	M1	HO-5
1563 W 130TH ST	6102002020	M1	HO-5
1559 W 130TH ST	6102002019	M1	HO-5
1564 W EL SEGUNDO BLVD	6102002005	M1	HO-6
1556 W EL SEGUNDO BLVD	6102002006	M1	HO-6
1535 W 130TH ST	6102002016	M1	HO-5
12801 HALDALE AVE	6102002030	M1	HO-6
1530 W EL SEGUNDO BLVD	6102002028	M1	HO-6
1434 W EL SEGUNDO BLVD	6102003004	M1	HO-6
1428 W EL SEGUNDO BLVD	6102003005	M1	HO-6
1440 W EL SEGUNDO BLVD	6102003024	M1	HO-6
12919 S NORMANDIE AVE	6102003017	M1	HO-5
12901 S NORMANDIE AVE	6102003026	M1	HO-5
12927 S NORMANDIE AVE	6102003010	M1	HO-5
12829 S NORMANDIE AVE	6102003007	C3	HO-6
12903 S BUDLONG AVE	6115001012	M1	HO-4
1200 W EL SEGUNDO BLVD	6115001011	M1	HO-4
1243 W 130TH ST	6115001017	M1	HO-5
1303 W 130TH ST	6115001019	M1	HO-5
12902 S NORMANDIE AVE	6115001026	M1	HO-5
1239 W 130TH ST	6115001015	M1	HO-5
1255 W 130TH ST	6115001018	M1	HO-5
1239 W 130TH ST	6115001016	M1	HO-5
1311 W 130TH ST	6115001035	M1	HO-5
12912 S NORMANDIE AVE	6115001028	M1	HO-5
1341 W 130TH ST	6115001029	M1	HO-5
12908 S NORMANDIE AVE	6115001027	M1	HO-5
1320 W EL SEGUNDO BLVD	6115001003	M1	HO-6
1308 W EL SEGUNDO BLVD	6115001004	M1	HO-6
1254 W EL SEGUNDO BLVD	6115001005	M1	HO-6
1342 W EL SEGUNDO BLVD	6115001032	M1	HO-6
1246 W EL SEGUNDO BLVD	6115001034	M1	HO-6
1332 W EL SEGUNDO BLVD	6115001002	M1	HO-6
12816 S NORMANDIE AVE	6115001033	M1	HO-6

1218 W EL SEGUNDO BLVD	6115001800	M1	HO-6
1254 W EL SEGUNDO BLVD	6115001006	M1	HO-6
12923 S BUDLONG AVE	6115001031	M1	HO-4
1215 W 132ND ST	6115002023	M1	HO-4
13021 S BUDLONG AVE	6115002032	M1	HO-4
1220 W 130TH ST	6115002031	M1	HO-4
13423 S BUDLONG AVE	6115004017	M1	HO-4
13437 S BUDLONG AVE	6115004019	M1	HO-4
13441 S BUDLONG AVE	6115004032	M1	HO-4
1203 W 135TH ST	6115004020	M1	HO-4
14401 S WESTERN AVE	4062004041	C3	HO-6
1124 W 135TH ST	6115020008	C3	HO-4
1144 W 135TH ST	6115020012	C3	HO-4
1100 W 135TH ST	6115020006	C3	HO-4
1110 W 135TH ST	6115020014	C3	HO-4
13530 S BUDLONG AVE	6115020009	C3	HO-4
1156 W 135TH ST	6115020013	C3	HO-4
13429 S NORMANDIE AVE	6102010008	M1	HO-4
1415 W 135TH ST	6102010009	M1	HO-4
1414 W 134TH ST	6102010006	M1	HO-4
1435 W 135TH ST	6102010017	M1	HO-4
13421 S NORMANDIE AVE	6102010007	M1	HO-4
1436 W 134TH ST	6102010005	M1	HO-4
1421 W 135TH ST	6102010016	M1	HO-4
13428 S NORMANDIE AVE	6115004031	M1	HO-4
13615 S NORMANDIE AVE	6102016013	M2	HO-4
13609 S NORMANDIE AVE	6102016020	M2	HO-4
NA	6102016023	M2	HO-4
13725 S NORMANDIE AVE	6102017030	M1	HO-4
1580 W 139TH ST	6102016025	M2	HO-4
NA	6102017026	M1	HO-4
13507 S NORMANDIE AVE	6102016022	M2	HO-4
13527 S NORMANDIE AVE	6102016024	M2	HO-4
13717 S NORMANDIE AVE	6102017033	M1	HO-4
13705 S NORMANDIE AVE	6102017044	M1	HO-4
1425 W 139TH ST	6102017040	M1	HO-4
13807 S NORMANDIE AVE	6102017045	M1	HO-4
13815 S NORMANDIE AVE	6102017027	M1	HO-4

1433 W 139TH ST	6102017039	M1	HO-4
13606 S NORMANDIE AVE	6115005045	M1	HO-4
13616 S NORMANDIE AVE	6115005042	M1	HO-4
13612 S NORMANDIE AVE	6115005044	M1	HO-4
13602 S NORMANDIE AVE	6115005036	M1	HO-4
13526 S NORMANDIE AVE	6115005047	M1	HO-4
13518 S NORMANDIE AVE	6115005037	M1	HO-4
13506 S NORMANDIE AVE	6115005038	M1	HO-4
13722 S NORMANDIE AVE	6115009011	M1	HO-4
13714 S NORMANDIE AVE	6115009010	M1	HO-4
13706 S NORMANDIE AVE	6115009014	M1	HO-4
13850 S NORMANDIE AVE	6115009078	M1	HO-4
13618 S WESTERN AVE	6102013011	M2	HO-5
1746 W 135TH ST	6102013019	M2	HO-5
13610 S WESTERN AVE	6102013017	M2	HO-5
13528 S WESTERN AVE	6102013020	M2	HO-5
13614 S WESTERN AVE	6102013010	M2	HO-5
13610 S WESTERN AVE	6102013014	M2	HO-5
NA	4061026005	M2	HO-5
NA	4061026002	M2	HO-5
NA	4061026030	M2	HO-5
NA	4061026006	M2	HO-5
13511 S WESTERN AVE	4061026036	M2	HO-5
NA	4061026007	M2	HO-5
NA	4061026034	M2	HO-5
13715 S WESTERN AVE	4061026032	M2	HO-5
13801 S WESTERN AVE	4061026023	M2	HO-5
13727 S WESTERN AVE	4061026022	M2	HO-5
14119 S WESTERN AVE	4061027006	C3	HO-6
14101 S WESTERN AVE	4061027004	C3	HO-6
14107 S WESTERN AVE	4061027005	C3	HO-6
1835 W ROSECRANS AVE	4061027014	C3	HO-6
1859 W ROSECRANS AVE	4061027013	C3	HO-6
1957 W 144TH ST	4062003008	C3	HO-6
1930 W ROSECRANS AVE	4062003027	C3	HO-6
1922 W ROSECRANS AVE	4062003028	C3	HO-6
1939 W 144TH ST	4062003022	C3	HO-6
1954 W ROSECRANS AVE	4062003024	C3	HO-6

1119 W 144TH PL	4062003037	C3	HO-6
1916 W ROSECRANS AVE	4062003029	C3	HO-6
1910 W ROSECRANS AVE	4062003030	C3	HO-6
1919 W 144TH ST	4062003021	C3	HO-6
NA	4062003023	C3	HO-6
1900 W ROSECRANS AVE	4062003031	C3	HO-6
1901 W 144TH ST	4062003036	C3	HO-6
1839 W 144TH ST	4062004008	C3	HO-6
1847 W 144TH ST	4062004032	C3	HO-6
1850 W ROSECRANS AVE	4062004036	C3	HO-6
NA	4062004033	C3	HO-6
14314 S ST ANDREWS PL	4062004082	C3	HO-6
1830 W ROSECRANS AVE	4062004079	C3	HO-6
1617 W ROSECRANS AVE	6102014040	M2	HO-6
1701 W ROSECRANS AVE	6102014048	M2	HO-6
1725 W ROSECRANS AVE	6102014046	M2	HO-6
1639 W ROSECRANS AVE	6102014041	M2	HO-6
1601 W ROSECRANS AVE	6102014039	M2	HO-6
1735 W ROSECRANS AVE	6102014069	M2	HO-6
1611 W ROSECRANS AVE	6102014038	M2	HO-6
1718 W ROSECRANS AVE	6103002035	C3	HO-6
1732 W ROSECRANS AVE	6103002033	C3	HO-6
NA	6103002034	C3	HO-6
1650 W ROSECRANS AVE	6103004037	C3	HO-6
1600 W ROSECRANS AVE	6103004021	C3	HO-6
NA	6103005027	C3	HO-6
1560 W ROSECRANS AVE	6103005025	C3	HO-6
NA	6103005028	C3	HO-6
1560 W ROSECRANS AVE	6103005034	C3	HO-6
1536 W ROSECRANS AVE	6103005058	C3	HO-6
NA	6103005057	C3	HO-6
1522 W ROSECRANS AVE	6103005051	C3	HO-6
1510 W ROSECRANS AVE	6103005029	C3	HO-6
1520 W ROSECRANS AVE	6103005052	C3	HO-6
1518 W ROSECRANS AVE	6103005053	C3	HO-6
1536 W ROSECRANS AVE	6103005026	C3	HO-6
14315 HALLDALE AVE	6103005054	C3	HO-6
14315 S NORMANDIE AVE	6103009063	C3	HO-6

1408 W ROSECRANS AVE	6103009057	C3	HO-6
1122 W ROSECRANS AVE	6114019021	P	HO-5
1102 W ROSECRANS AVE	6114019017	C3	HO-5
1920 W 144TH ST	4062003003	C3	HO-6
1900 W 144TH ST	4062003001	C3	HO-6
1940 W 144TH ST	4062003005	C3	HO-6
1946 W 144TH ST	4062003006	C3	HO-6
14404 GRAMERCY PL	4062003007	C3	HO-6
1910 W 144TH ST	4062003002	C3	HO-6
1934 W 144TH ST	4062003004	C3	HO-6
1858 W 144TH ST	4062004009	C3	HO-6
1848 W 144TH ST	4062004026	C3	HO-6
NA	4062004022	C3	HO-6
NA	4062004021	C3	HO-6
1830 W 144TH ST	4062004029	C3	HO-6
1818 W 144TH ST	4062004031	C3	HO-6
14415 S WESTERN AVE	4062004023	C3	HO-6
1838 W 144TH ST	4062004027	C3	HO-6
1828 W 144TH ST	4062004030	C3	HO-6
1834 W 144TH ST	4062004081	C3	HO-6
14421 S WESTERN AVE	4062004083	C3	HO-6
14507 S WESTERN AVE	4062005002	C3	HO-5
NA	4062005003	C3	HO-5
14525 S WESTERN AVE	4062005025	C3	HO-5
14501 S WESTERN AVE	4062005001	C3	HO-5
14519 S WESTERN AVE	4062005024	C3	HO-5
NA	4062005004	C3	HO-5
1817 W 146TH ST	4062005067	C3	HO-5
NA	4062006033	C3	HO-5
NA	4062006032	C3	HO-5
14609 S WESTERN AVE	4062006048	C3	HO-5
14690 S WESTERN AVE	6103030014	C3	HO-5
14632 S WESTERN AVE	6103030015	C3	HO-5
14807 S WESTERN AVE	4062016037	C3	HO-5
14801 S WESTERN AVE	4062016036	C3	HO-5
14817 S WESTERN AVE	4062016038	C3	HO-5
14855 S WESTERN AVE	4062016039	C3	HO-5
14921 S WESTERN AVE	4062017013	C3	HO-5

14901 S WESTERN AVE	4062017011	C3	HO-5
NA	4062017012	C3	HO-5
14929 S WESTERN AVE	4062017014	C3	HO-5
14920 S WESTERN AVE	6103021002	C3	HO-5
1744 W 149TH ST	6103021026	C3	HO-5
14914 S WESTERN AVE	6103021025	C3	HO-5
15020 S WESTERN AVE	6103021033	C3	HO-5
15014 S WESTERN AVE	6103021053	C3	HO-5
15014 S WESTERN AVE	6103021054	C3	HO-5
15032 S WESTERN AVE	6103021031	C3	HO-5
15019 S WESTERN AVE	4062017047	C3	HO-5
15019 S WESTERN AVE	4062017050	C3	HO-5
15001 S WESTERN AVE	4062017049	C3	HO-5
NA	4062017042	C3	HO-3
1819 MARINE AVE	4062017038	C3	HO-3
1829 MARINE AVE	4062017040	C3	HO-3
1813 MARINE AVE	4062017037	C3	HO-3
1823 MARINE AVE	4062017039	C3	HO-3
NA	4062017041	C3	HO-3
1845 MARINE AVE	4062017044	C3	HO-3
1820 MARINE AVE	4063005006	C3	HO-3
1816 MARINE AVE	4063005005	C3	HO-3
15103 S WESTERN AVE	4063005047	C3	HO-5
15109 S WESTERN AVE	4063005050	C3	HO-5
15225 S WESTERN AVE	4063006002	C3	HO-5
1808 W 152ND ST	4063006004	C3	HO-5
15219 S WESTERN AVE	4063006003	C3	HO-5
15112 S WESTERN AVE	6103018025	C2	HO-5
15345 S WESTERN AVE	4063007002	C3	HO-5
15325 S WESTERN AVE	4063007003	C3	HO-5
15351 S WESTERN AVE	4063007001	C3	HO-5
15325 S WESTERN AVE	4063007004	C3	HO-5
15301 S WESTERN AVE	4063007005	C3	HO-5
15300 S WESTERN AVE	6103015025	C3	HO-5
15324 S WESTERN AVE	6103015026	C3	HO-5
15340 S WESTERN AVE	6103015027	C3	HO-5
15417 S WESTERN AVE	4063008001	C3	HO-5
15401 S WESTERN AVE	4063008002	C3	HO-5

1450 W REDONDO BEACH BLVD	6105008032	C3	HO-5
NA	6105008030	C3	HO-5
NA	6105008031	C3	HO-5
1914 MARINE AVE	4063005017	C3	HO-3
1958 MARINE AVE	4063005025	C3	HO-3
2003 MARINE AVE	4062013018	C3	HO-3
2021 MARINE AVE	4062013020	C3	HO-3
2315 MARINE AVE	4064023034	C3	HO-5
2421 MARINE AVE	4064023019	C3	HO-5
2415 MARINE AVE	4064023020	C3	HO-5
2403 MARINE AVE	4064023021	C3	HO-5
NA	4064023035	C3	HO-5
NA	4064023022	C3	HO-5
2912 MARINE AVE	4069003002	C3	HO-3
2918 MARINE AVE	4069003001	C3	HO-3
2938 MARINE AVE	4069004027	C3	HO-5
15115 ATKINSON AVE	4069004026	C3	HO-5
15340 CRENSHAW BLVD	4069004002	C3	HO-5
15342 CRENSHAW BLVD	4069004001	C3	HO-5
15406 CRENSHAW BLVD	4069019002	C3	HO-4
15400 CRENSHAW BLVD	4069019001	C3	HO-4
15416 CRENSHAW BLVD	4069019024	C3	HO-4
15520 CRENSHAW BLVD	4069019009	C3	HO-4
15622 S CRENSHAW	4069020002	C3	HO-4
15706 CRENSHAW BLVD	4069020005	C3	HO-4
15712 CRENSHAW BLVD	4069020006	C3	HO-4
15716 CRENSHAW BLVD	4069020007	C3	HO-4
15722 CRENSHAW BLVD	4069020008	C3	HO-4
15915 S WESTERN AVE	4066012033	C3	HO-5
16017 S WESTERN AVE	4066012004	C3	HO-5
16127 S WESTERN AVE	4066012026	C3	HO-5
16119 S WESTERN AVE	4066012028	C3	HO-5
16303 S WESTERN AVE	4066013025	C3	HO-5
16229 S WESTERN AVE	4066013014	C3	HO-5
16311 S WESTERN AVE	4066013016	C3	HO-5
16225 S WESTERN AVE	4066013024	C3	HO-5
16219 S WESTERN AVE	4066013023	C3	HO-5
16213 S WESTERN AVE	4066013022	C3	HO-5

16321 S WESTERN AVE	4066013026	C3	HO-5
16401 S WESTERN AVE	4066025015	C3	HO-5
16417 S WESTERN AVE	4066025017	C3	HO-5
16501 S WESTERN AVE	4066025020	C3	HO-5
16411 S WESTERN AVE	4066025016	C3	HO-5
16505 S WESTERN AVE	4066025021	C3	HO-5
16531 S WESTERN AVE	4066025025	C3	HO-5
16523 S WESTERN AVE	4066025024	C3	HO-5
15830 S WESTERN AVE	6105010021	C3	HO-5
15926 S WESTERN AVE	6105010024	C3	HO-5
15820 S WESTERN AVE	6105010018	C3	HO-5
15824 S WESTERN AVE	6105010060	C3	HO-5
15930 S WESTERN AVE	6105010062	C3	HO-5
15934 S WESTERN AVE	6105010026	C3	HO-5
16102 S WESTERN AVE	6105010043	C3	HO-5
16108 S WESTERN AVE	6105010044	C3	HO-5
16116 S WESTERN AVE	6105010045	C3	HO-5
16016 S WESTERN AVE	6105010064	C3	HO-5
1735 W 162 ND ST	6105010048	C3	HO-5
1743 W 162 ND ST	6105010047	C3	HO-5
16126 S WESTERN AVE	6105010046	C3	HO-5
16240 S WESTERN AVE	6105004045	O	HO-5
16224 S WESTERN AVE	6105004036	O	HO-5
1735 W GARDENA BLVD	6105004046	O	HO-5
16320 S WESTERN AVE	6105004043	O	HO-5
1747 W 166 TH ST	6105001010	C3	HO-5
16520 S WESTERN AVE	6105001002	C3	HO-5
16516 S WESTERN AVE	6105001003	C3	HO-5
16522 S WESTERN AVE	6105001001	C3	HO-5
16510 S WESTERN AVE	6105001030	C3	HO-5
16816 S WESTERN AVE	6106003003	C3	HO-5
16820 S WESTERN AVE	6106003004	C3	HO-5
16910 S WESTERN AVE	6106003034	C3	HO-5
16822 S WESTERN AVE	6106003028	C3	HO-5
16826 S WESTERN AVE	6106003030	C3	HO-5
16924 S WESTERN AVE	6106003026	C3	HO-5
17014 S WESTERN AVE	6106009001	C3	HO-5
17018 S WESTERN AVE	6106009014	C3	HO-5

17000 S WESTERN AVE	6106009015	C3	HO-5
17124 S WESTERN AVE	6106009008	C3	HO-5
17128 S WESTERN AVE	6106009009	C3	HO-5
NA	6106030016	M1	HO-4
16835 S NORMANDIE AVE	6106030015	M1	HO-4
16829 S NORMANDIE AVE	6106030011	M1	HO-4
16617 NORMANDIE AVE	6106027039	M1	HO-4
16610 BRIGHTON AVE	6106027026	M1	HO-4
16601 S NORMANDIE AVE	6106027023	M1	HO-4
16611 S NORMANDIE AVE	6106027027	M1	HO-4
1414 W 166 TH ST	6106027040	M1	HO-4
NA	6111007016	C3	HO-4
NA	6111007017	C3	HO-4
1345 W 166 TH ST	6111007032	C3	HO-4
17901 S VERMONT AVE	6111024009	C3	HO-3
NA	6111024010	C3	HO-3
1435 W 178 TH ST	6106036015	M2	HO-4
1411 W 178 TH ST	6106036025	M2	HO-4
NA	6106036805	M2	HO-4
1401 W 178 TH ST	6106036023	M2	HO-4
1440 W 178 TH ST	6106038025	M1	HO-4
1446 W 178 TH ST	6106038021	M1	HO-4
1406 W 178 TH ST	6106038023	M1	HO-4
1402 W 178 TH ST	6106038022	M1	HO-4
1440 W 178 TH ST	6106038024	M1	HO-4
1468 W 178 TH ST	6106038016	M1	HO-4
1480 W 178 TH ST	6106038017	M1	HO-4
1528 W 178 TH ST	6106037020	M1	HO-3
1524 W 178 TH ST	6106037025	M1	HO-3
1520 W 178 TH ST	6106037026	M1	HO-3
NA	6106037029	M1	HO-3
17817 EVELYN AVE	6106037002	M1	HO-3
17833 EVELYN AVE	6106037024	M1	HO-3
1500 W 178 TH ST	6106037027	M1	HO-3
17853 EVELYN AVE	6106037030	M1	HO-3
17805 S DENKER AVE	6106018050	M1	HO-3
17809 S DENKER AVE	6106018042	M1	HO-3
17908 LA SALLE AVE	6106018049	HB	HO-3

17803 LA SALLE AVE	6106017020	M1	HO-3
17804 S HARVARD BLVD	6106017001	M1	HO-3
17812 S HARVARD BLVD	6106017040	M1	HO-3
18011 LA SALLE AVE	6106021018	HB	HO-3
NA	6106021024	HB	HO-3
18031 LA SALLE AVE	6106021037	HB	HO-3
18105 LA SALLE AVE	6106021047	HB	HO-3
1651 W 182 ND ST	6106021051	HB	HO-5
18111 S HARVARD BLVD	6106020028	HB	HO-3
NA	6106020043	HB	HO-5
1700 W 180 TH ST	6106020018	HB	HO-3
17803 S HARVARD BLVD	6106016017	M1	HO-3
17822 S HOBART BLVD	6106016030	M1	HO-3
17812 S HOBART BLVD	6106016033	M1	HO-3
17832 S HOBART BLVD	6106016032	HB	HO-3
17924 S HOBART BLVD	6106016031	HB	HO-3
18116 S HOBART BLVD	6106020041	HB	HO-3
1719 W 182 ND ST	6106020040	HB	HO-5
1725 W 182 ND ST	6106020038	HB	HO-5
1745 W 182 ND ST	6106019065	M1	HO-5
NA	6106019059	M1	HO-3
18105 S HOBART BLVD	6106019066	M1	HO-3
18101 S HOBART BLVD	6106019067	M1	HO-3
18025 S HOBART BLVD	6106019047	M1	HO-3
1726 W 180 TH ST	6106019068	M1	HO-3
1727 W 180 TH ST	6106015050	M1	HO-3
17913 S HOBART BLVD	6106015044	M1	HO-3
NA	6106015029	M1	HO-3
NA	6106015030	M1	HO-3
17903 S HOBART BLVD	6106015048	M1	HO-3
17807 S HOBART BLVD	6106015046	M1	HO-3
17831 S HOBART BLVD	6106015045	M1	HO-3
17815 S HOBART BLVD	6106015051	M1	HO-3
17850 S WESTERN AVE	6106015013	M1	HO-5
17810 S WESTERN AVE	6106015058	M1	HO-5
NA	6106015057	M1	HO-5
17910 S WESTERN AVE	6106015056	M1	HO-5
17804 S WESTERN AVE	6106015055	M1	HO-5

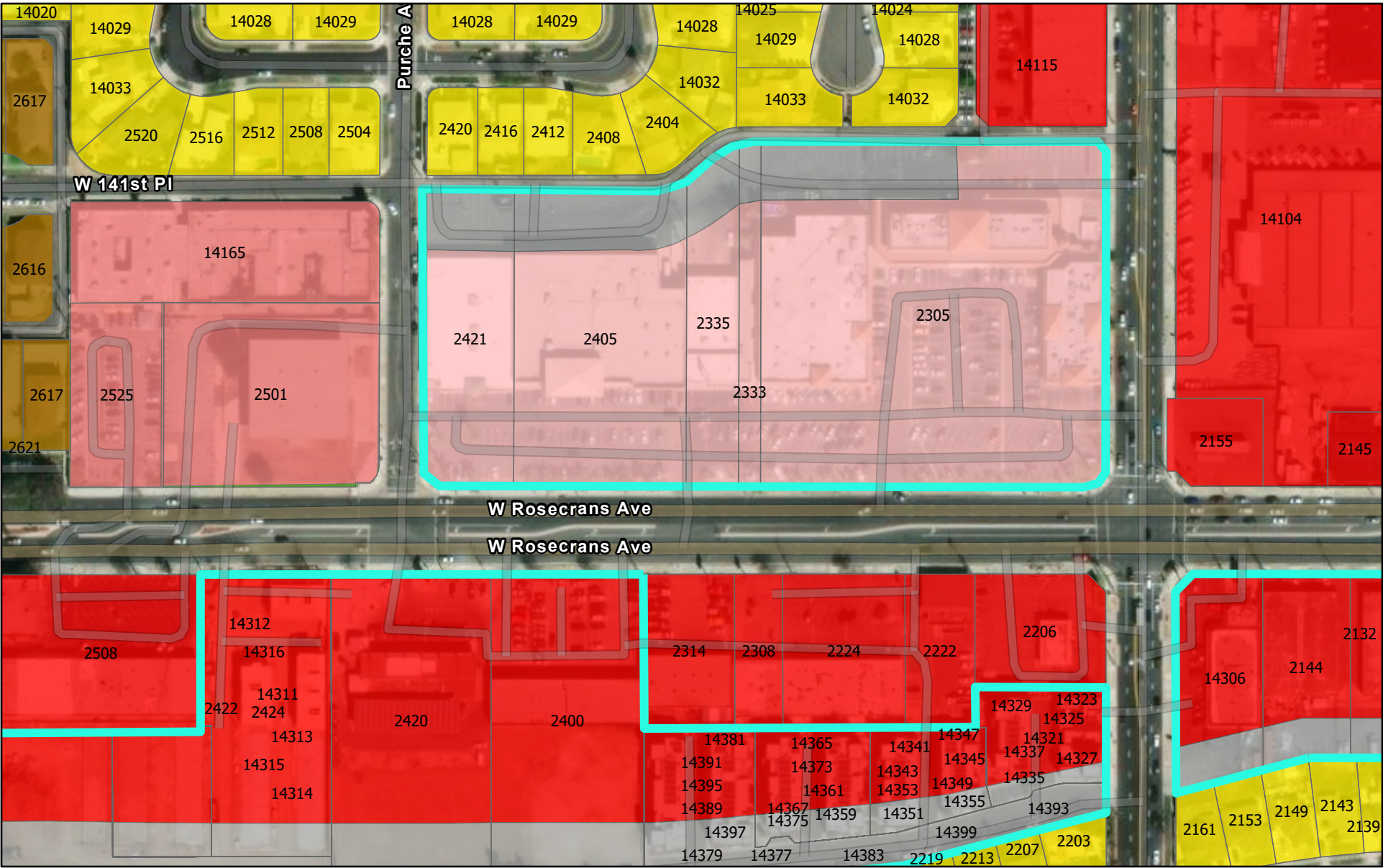
17840 S WESTERN AVE	6106015060	M1	HO-5
17820 S WESTERN AVE	6106015059	M1	HO-5
17920 S WESTERN AVE	6106015019	M1	HO-5
NA	6106019063	C3	HO-5
18016 S WESTERN AVE	6106019048	C3	HO-5
NA	6106019049	C3	HO-5
NA	6106019050	C3	HO-5
NA	6106019055	C3	HO-5
NA	6106019062	C3	HO-5
NA	6106019052	C3	HO-5
18110 S WESTERN AVE	6106019064	C3	HO-5
NA	6106019054	C3	HO-5
NA	6106019051	C3	HO-5
NA	6106019053	C3	HO-5

Artesia Corridor Properties

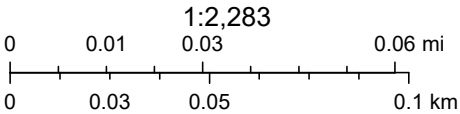
SP AREA	ADDRESS	AIN NUMBERS	NEW ZONING
1	17400 S. Western Ave. 17414 S. Western Ave. 17420 S. Western Ave. 1740 W. Artesia Blvd.	6106013033 6106013045 6106013046 6106013047	General Commercial (C-3)
2	1650 W. Artesia Blvd. 1610 W. Artesia Blvd.	6106013053 6106013049	Very High Density Residential (R-6)
3/4	1540 W. Artesia Blvd. 1534 W. Artesia Blvd. 1500 W. Artesia Square 1502 W. Artesia Square 1504 W. Artesia Square 1506 W. Artesia Square 1508 W. Artesia Square 1510 W. Artesia Square 1512 W. Artesia Square 1520 Artesia Square 1528 Artesia Square 1538 Artesia Square 1540 Artesia Square 1548 Artesia Square 1558 Artesia Square 1560 Artesia Square 1568 Artesia Square 1578 Artesia Square 1580 Artesia Square 1588 Artesia Square 1602 Artesia Square	6106013061 6106013062 6106014041 - 6106014045 6106014067 - 6106014072 6106014056 - 6106014060 6106014061 – 6106014066 6106014024 - 6106014031 6106014012 - 6106014023 6106014033 - 6106014040 6106013072 - 6106013076 6101013078 - 6106013085 6106013064 - 6106013071 6106013147 - 6106013153 6106013139 – 6101013146 6106013123 – 6106013130 6106013131 - 6106013137 6106013115 - 6106013122 6106013109 – 6106013113 6106013093 - 6106013096 6106013098 - 6101013105 6106013159 - 6106013164	Artesia Mixed-Use

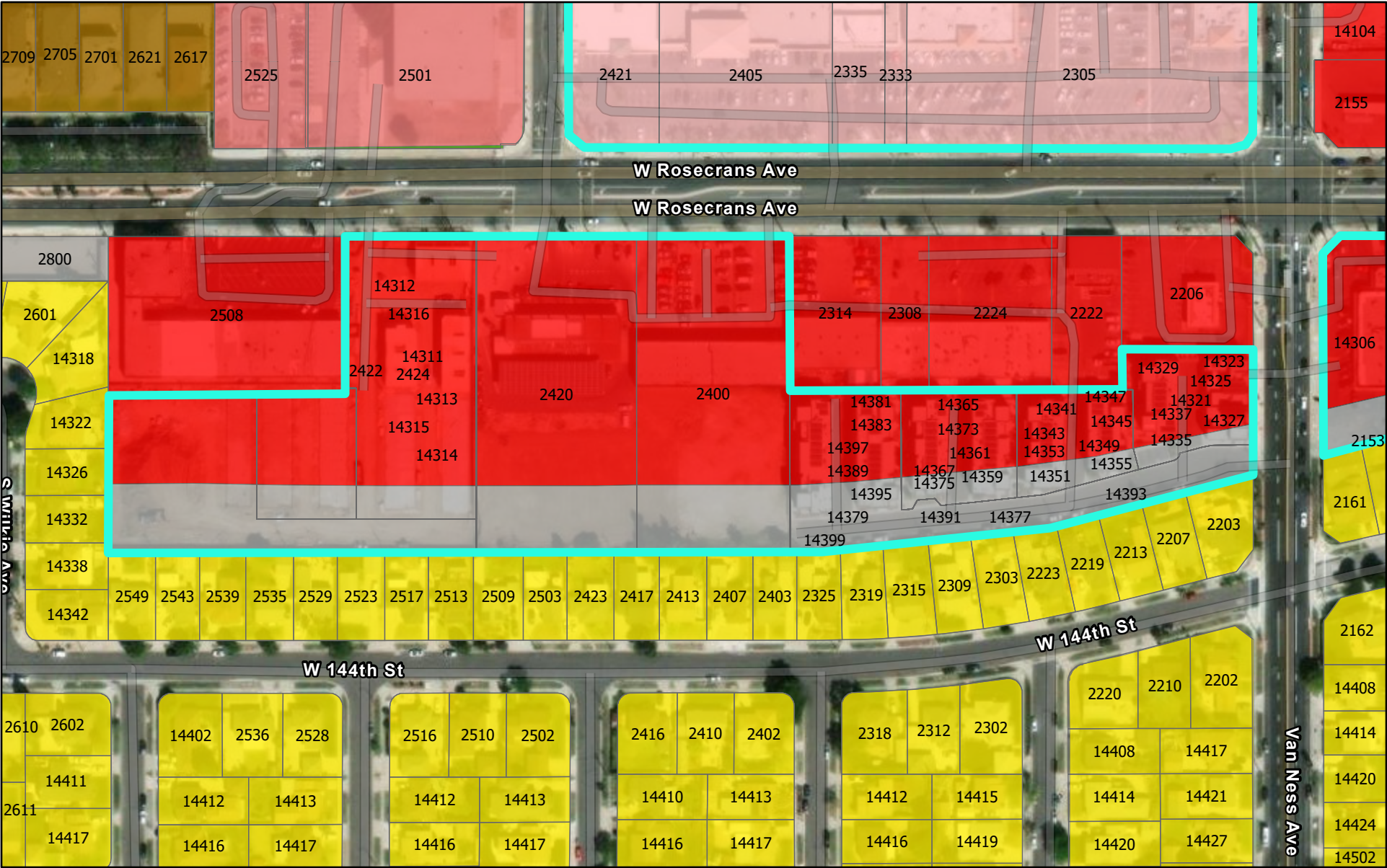
SP AREA	ADDRESS	AIN NUMBERS	NEW ZONING
	1604 Artesia Square 1608 Artesia Square No Address No Address No Address No Address No Address No Address	6106013154 - 6106013158 6106013086 - 6106013092 6106014046 6106014009 6106014010 6106014008 6106014011 6106014046 - 6106014055	
4/5	1450 W. Artesia Blvd. 1440 W. Artesia Blvd. 1452 W. Artesia Blvd. 1462 W. Artesia Blvd. 1472 W. Artesia Blvd. No Address (Sump)	6106036035 6106036012 6106036036 6106036037 6106036010 6106036034	1450 Artesia Specific Plan
6	No Address No Address	6106036902 6106036905	Official (O)

Exhibit C



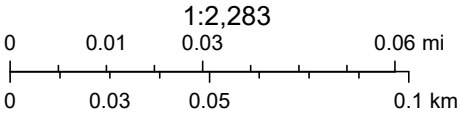
6/13/2024



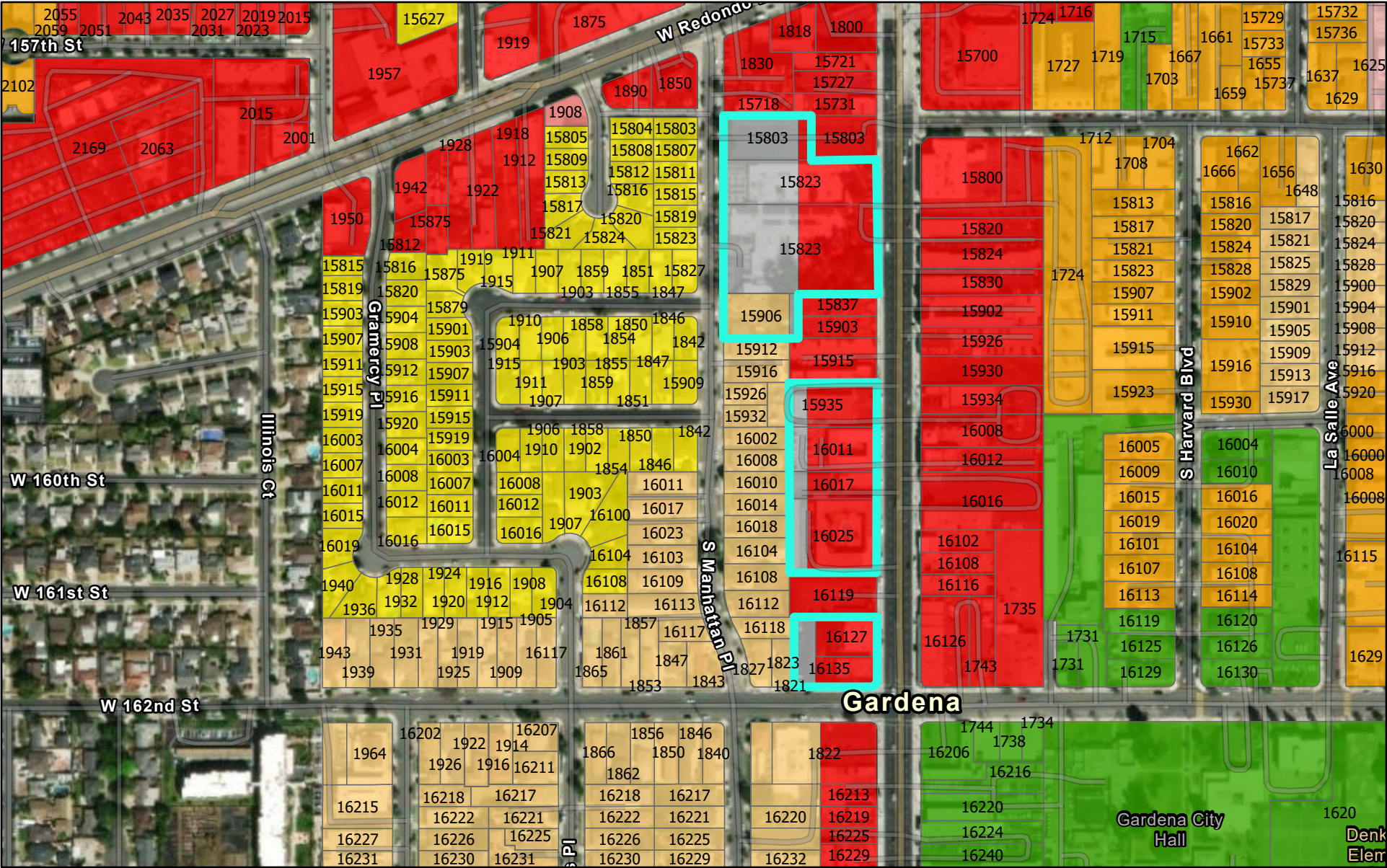




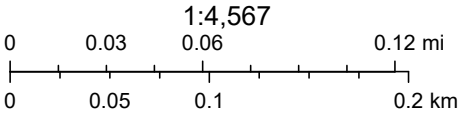
6/13/2024



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6/13/2024



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Exhibit D

APN	Address	Current Zoning	EIR Proposed Zoning Designation	Revised Zoning Designation
4066012004	16017 S WESTERN AVE	C3/MUO/P	C3/HO-5	C3/HO-5
6106038025	1440 W 178TH ST	M1/P	M1/HO-4	M1/HO-4
6106038021	1446 W 178TH ST	M1/P	M1/HO-4	M1/HO-4
6106038023	1406 W 178TH ST	M1/P	M1/HO-4	M1/HO-4
6106038022	1402 W 178TH ST	M1/P	M1/HO-4	M1/HO-4
6106038024	1440 W 178TH ST	M1/P	M1/HO-4	M1/HO-4
6106038016	1468 W 178TH ST	M1/P	M1/HO-4	M1/HO-4
6106038017	1480 W 178TH ST	M1/P	M1/HO-4	M1/HO-4
6114019022	1150 W ROSECRANS AVE	C3/P	C3/HO-5	C3
6114019011	1140 W ROSECRANS AVE	C3/P	C3/HO-5	C3
4066012029	16011 S WESTERN AVE	C3/MUO/P	C3/HO-5	C3/MUO
4066012027	16135 S WESTERN AVE	C3/MUO/P	C3/HO-5	C3/MUO
4066012005	16025 S WESTERN AVE	C3/MUO/P	C3/HO-5	C3/MUO
4066011019	15823 S WESTERN AVE	C3/MUO/P	C3/HO-5	C3/MUO
4066011011	15803 S WESTERN AVE	C3/P	C3/HO-5	C3
4059018007	2335 W ROSECRANS AVE	C2/MUO/P	C2/MUO	C2/MUO
4059018008	2333 W ROSECRANS AVE	C2/MUO/P	C2/MUO	C2/MUO
4062001005	2114 W ROSECRANS AVE	C3/MUO/P	C3/MUO	C3/MUO
4062001001	14306 VAN NESS AVE	C3/MUO/P	C3/MUO	C3/MUO
4062001003	2132 W ROSECRANS AVE	C3/MUO/P	C3/MUO	C3/MUO
4062001002	2144 W ROSECRANS AVE	C3/MUO/P	C3/MUO	C3/MUO
4062001004	2122 W ROSECRANS AVE	C3/MUO/P	C3/MUO	C3/MUO
4062001006	2104 W ROSECRANS AVE	C3/MUO/P	C3/MUO	C3/MUO
4062001008	2040 W ROSECRANS AVE	C3/MUO/P	C3/MUO	C3/MUO
4062001007	2094 W ROSECRANS AVE	C3/MUO/P	C3/MUO	C3/MUO
4062001034	2016 W ROSECRANS AVE	C3/MUO/P	C3/MUO	C3/MUO
4064003040	0	C3/MUO/P	C3/MUO	C3/MUO
4064003030	2400 W ROSECRANS AVE	C3/MUO/P	C3/MUO	C3/MUO
4066011016	15906 S MANHATTAN PL	R2/P	R2	R2
4064003041	2420 W ROSECRANS AVE	C3/MUO/P	C3/MUO	C3/MUO
4059018012	2305 W ROSECRANS AVE	C2/MUO/P	C2/MUO	C2/MUO
4059018014	2405 W ROSECRANS AVE	C2/MUO/P	C2/MUO	C2/MUO
4059018004	2421 W ROSECRANS AVE	C2/MUO/P	C2/MUO	C2/MUO
4066012036	15935 S WESTERN AVE	C3/MUO/P/R2	C3/HO-5	C3/MUO
4064003060	0	C3/MUO/P	C3/MUO	C3/MUO
4064003058	0	C3/MUO/P	C3/MUO	C3/MUO
4064003059	0	C3/MUO/P	C3/MUO	C3/MUO
4064003053	0	C3/MUO/P	C3/MUO	C3/MUO
4064003056	0	C3/MUO/P	C3/MUO	C3/MUO
4064003057	0	C3/MUO/P	C3/MUO	C3/MUO
4064003061	0	C3/MUO/P	C3/MUO	C3/MUO
4064003055	0	C3/MUO/P	C3/MUO	C3/MUO
4064003054	0	C3/MUO/P	C3/MUO	C3/MUO
4064003064	0	C3/MUO/P	C3/MUO	C3/MUO

4064003062	0	C3/MUO/P	C3/MUO	C3/MUO
4064003065	0	C3/MUO/P	C3/MUO	C3/MUO
4064003068	0	C3/MUO/P	C3/MUO	C3/MUO
4064003066	0	C3/MUO/P	C3/MUO	C3/MUO
4064003067	0	C3/MUO/P	C3/MUO	C3/MUO
4064003063	0	C3/MUO/P	C3/MUO	C3/MUO
4064003069	0	C3/MUO/P	C3/MUO	C3/MUO
4064003074	0	C3/MUO/P	C3/MUO	C3/MUO
4064003081	0	C3/MUO/P	C3/MUO	C3/MUO
4064003077	0	C3/MUO/P	C3/MUO	C3/MUO
4064003078	0	C3/MUO/P	C3/MUO	C3/MUO
4064003070	0	C3/MUO/P	C3/MUO	C3/MUO
4064003071	0	C3/MUO/P	C3/MUO	C3/MUO
4064003073	0	C3/MUO/P	C3/MUO	C3/MUO
4064003075	0	C3/MUO/P	C3/MUO	C3/MUO
4064003076	0	C3/MUO/P	C3/MUO	C3/MUO
4064003072	0	C3/MUO/P	C3/MUO	C3/MUO
4064003079	0	C3/MUO/P	C3/MUO	C3/MUO
4064003083	0	C3/MUO/P	C3/MUO	C3/MUO
4064003080	0	C3/MUO/P	C3/MUO	C3/MUO
4064003082	0	C3/MUO/P	C3/MUO	C3/MUO
6103009061	1444 W ROSECRANS AVE	C3/MUO/P	C3/HO-6	C3/MUO
6106038020	1460 W 178TH ST	M1/P	M1/HO-4	M1
4064003044	14321 VAN NESS AVE	C3/MUO/P	C3/MUO	C3/MUO
4064003046	14325 VAN NESS AVE	C3/MUO/P	C3/MUO	C3/MUO
4064003052	14331 VAN NESS AVE	C3/MUO/P	C3/MUO	C3/MUO
4064003045	14323 VAN NESS AVE	C3/MUO/P	C3/MUO	C3/MUO
4064003047	14327 VAN NESS AVE	C3/MUO/P	C3/MUO	C3/MUO
4064003050	14335 VAN NESS AVE	C3/MUO/P	C3/MUO	C3/MUO
4064003048	14329 VAN NESS AVE	C3/MUO/P	C3/MUO	C3/MUO
4064003051	14333 VAN NESS AVE	C3/MUO/P	C3/MUO	C3/MUO
4064003049	14337 VAN NESS AVE	C3/MUO/P	C3/MUO	C3/MUO



Exhibit E

City of Gardena General Plan, Zoning Code & Zoning Map Amendment Project FINAL ENVIRONMENTAL IMPACT REPORT

MITIGATION MONITORING AND REPORTING PROGRAM CHECKLIST

Mitigation Measures	Implementation Timing	Responsible Party	Monitoring Party	Verification		
				Initials	Date	Remarks
AIR QUALITY						
AQ-1: <u>Dust Control</u> . The construction plans and specifications and construction permitting for future development projects shall ensure to the satisfaction of the City of Gardena Community Development Department that the following dust suppression measures in the SCAQMD CEQA Air Quality Handbook will be implemented by the construction contractor to reduce the project’s emissions: <ul style="list-style-type: none">• Revegetate disturbed areas.• Suspend all excavating and grading operations when wind speeds (as instantaneous gusts) exceed 25 mph.• Sweep all streets once per day if visible soil materials are carried to adjacent streets (recommend water sweepers with reclaimed water).• Install “shaker plates” prior to construction activity where vehicles enter and exit unpaved roads onto paved roads, or wash trucks and any equipment prior to leaving the site.	Prior to the issuance of grading or building permits, whichever occurs first	Project proponent	City of Gardena Community Development Department			



City of Gardena General Plan, Zoning Code & Zoning Map Amendment Project FINAL ENVIRONMENTAL IMPACT REPORT

Mitigation Measures	Implementation Timing	Responsible Party	Monitoring Party	Verification		
				Initials	Date	Remarks
<ul style="list-style-type: none"> Pave, water, or chemically stabilize all onsite roads. Minimize at all times the area disturbed by clearing, grading, earthmoving, or excavation operations. 						
<p>AQ-2: <u>Tier 4 Construction Equipment</u>. Construction plans and specifications and construction permitting shall include to the satisfaction of the City of Gardena Community Development Department the requirement that for construction equipment greater than 150 horsepower (>150 HP), the construction contractor shall use off-road diesel construction equipment that complies with Environmental Protection Agency (EPA)/California Air Resources Board (CARB) Tier 4 emissions standards during all construction phases and will ensure that all construction equipment be tuned and maintained in accordance with the manufacturer's specifications.</p>	Prior to the issuance of grading or building permits, whichever occurs first	Project proponent	City of Gardena Community Development Department			
<p>AQ-3: <u>Low VOC Paints</u>. Construction plans and specifications and construction permitting shall include to the satisfaction of the City of</p>	Prior to the issuance of grading or	Project proponent	City of Gardena Community			



City of Gardena General Plan, Zoning Code & Zoning Map Amendment Project FINAL ENVIRONMENTAL IMPACT REPORT

Mitigation Measures	Implementation Timing	Responsible Party	Monitoring Party	Verification		
				Initials	Date	Remarks
Gardena Community Development Department the requirement that “Super-Compliant” low VOC paints which have been reformulated to exceed the regulatory VOC limits put forth by SCAQMD’s Rule 1113. Super-Compliant low VOC paints shall be no more than 10 grams per liter (g/L) of VOC.	building permits, whichever occurs first		Development Department			
AQ-4: <u>Electric Construction Equipment</u> . Construction plans and specifications and construction permitting shall state to the satisfaction of the City of Gardena Community Development Department that the construction contractor shall require by contract specifications that construction operations rely on the electricity infrastructure surrounding the construction site, if available rather than electrical generators powered by internal combustion engines.	Prior to the issuance of grading or building permits, whichever occurs first	Project proponent	City of Gardena Community Development Department			
AQ-5: <u>Alternative Fueled Construction Equipment</u> . Construction plans and specifications and construction permitting shall require to the satisfaction of the City of Gardena Community Development Department that the construction contractor use alternative fueled, engine retrofit	Prior to the issuance of grading or building permits, whichever occurs first	Project proponent	City of Gardena Community Development Department			



**City of Gardena General Plan, Zoning Code & Zoning Map Amendment Project
FINAL ENVIRONMENTAL IMPACT REPORT**

Mitigation Measures	Implementation Timing	Responsible Party	Monitoring Party	Verification		
				Initials	Date	Remarks
technology, after-treatment products (e.g., diesel oxidation catalysts, diesel particulate filters), and/or other options as they become available, including all off-road and portable diesel-powered equipment.						
AQ-6: <u>Construction Equipment Maintenance</u> . Construction plans and specifications and construction permitting shall require to the satisfaction of the City of Gardena Community Development Department that construction equipment be maintained in good operation condition to reduce emissions. The construction contractor shall ensure that all construction equipment is being properly serviced and maintained as per the manufacturer's specification. Maintenance records shall be available at the construction site for City verification.	Prior to the issuance of grading or building permits, whichever occurs first and on-going during construction activities	Project proponent	City of Gardena Community Development Department			
AQ-7: <u>Construction Vehicle Maintenance Plan</u> . Prior to the issuance of any grading permits, the applicant and/or building operators shall submit construction plans and a construction vehicle management plan to the City of Gardena Community Development Department denoting the proposed schedule	Prior to the issuance of grading or building permits, whichever occurs first and	Project proponent	City of Gardena Community Development Department			



**City of Gardena General Plan, Zoning Code & Zoning Map Amendment Project
FINAL ENVIRONMENTAL IMPACT REPORT**

Mitigation Measures	Implementation Timing	Responsible Party	Monitoring Party	Verification		
				Initials	Date	Remarks
and projected equipment use. The construction vehicle management plan shall include such things as: idling time requirements; requiring hour meters on equipment; documenting the serial number, horsepower, age, and fuel of all onsite equipment. The plan shall include that California state law requires equipment fleets to limit idling to no more than 5 minutes. Construction contractors shall provide evidence that low emission mobile construction equipment will be utilized, or that their use was investigated and found to be infeasible for the project as determined by the City. Contractors shall also conform to any construction measures imposed by SCAQMD and the City of Gardena Community Development Department.	on-going during construction activities					
CULTURAL RESOURCES						
CUL-1: Applicants for future proposed projects involving sites with intact extant building(s) more than 45 years old shall provide a historic resource technical study, prepared by a qualified architectural historian meeting Secretary of the Interior Standards, evaluating the significance and data potential of the	Prior to the issuance of demolition or grading permits, whichever occurs first	Project proponent	City of Gardena Community Development Department			



City of Gardena General Plan, Zoning Code & Zoning Map Amendment Project
FINAL ENVIRONMENTAL IMPACT REPORT

Mitigation Measures	Implementation Timing	Responsible Party	Monitoring Party	Verification		
				Initials	Date	Remarks
resource under CEQA. If significance criteria are met, detailed mitigation recommendations shall be required as part of the technical study. Development of mitigation measures shall consult <i>The Secretary of the Interior's Standards for the Treatment of Historic Properties</i> to provide guidance for the preservation, rehabilitation, restoration, and reconstruction of historic buildings. When referring to these guidelines, the direct and indirect impacts of the project on a historic resource shall be considered to determine an appropriate treatment for a historic property. In the event a historic building/structure is recommended eligible for listing (as the result of the technical study) but will be demolished or partially demolished as the result of the project, the drafting of a Historic American Building Survey-like (HABS-like) or Historic American Engineering Record-like (HAER-like) may be recommended as part of mitigation. If a <i>listed</i> historic building or structure will be demolished or partially demolished as the result of the project a full HABS or HAER document shall be prepared. Consultation with California SHPO shall be required to determine						



**City of Gardena General Plan, Zoning Code & Zoning Map Amendment Project
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Mitigation Measures	Implementation Timing	Responsible Party	Monitoring Party	Verification		
				Initials	Date	Remarks
the level of documentation required on a case-by-case basis to be determined in consultation with the City of Gardena Community Development Department and a qualified architectural historian meeting Secretary of the Interior Standards.						
CUL-2: Applicants for future proposed ground disturbing projects shall be required to either: (1) provide a technical cultural resources assessment consisting of a record search, survey, background context and project specific recommendations performed by a qualified archaeologist meeting Secretary of the Interior Standards to the City of Gardena for review and approval; or if Applicants choose not to provide a technical cultural resources assessment (2) provide documentation to the City of Gardena demonstrating full-time monitoring by an archaeologist and a Native American monitor. If resources are known or reasonably anticipated, the recommendations shall provide a detailed mitigation plan which shall require monitoring during grading and other earthmoving activities in undisturbed sediments, provide a treatment plan for	Prior to the issuance of grading permits	Project proponent	City of Gardena Community Development Department			



**City of Gardena General Plan, Zoning Code & Zoning Map Amendment Project
FINAL ENVIRONMENTAL IMPACT REPORT**

Mitigation Measures	Implementation Timing	Responsible Party	Monitoring Party	Verification		
				Initials	Date	Remarks
potential resources that includes data to be collected, requires professional identification, other special studies as appropriate, requires curation at a repository for artifacts meeting significance criteria, requires a comprehensive final mitigation compliance report including a catalog of specimens with museum numbers and an appendix containing a letter from the museum stating that they are in possession of the materials.						
GEOLOGY AND SOILS						
GEO-1: Applicants for future proposed projects with planned impacts in undisturbed or native sediments (i.e., sediments that have not been moved or displaced since they were naturally deposited) ranked moderate or above shall be required to either (1) provide a technical paleontological assessment consisting of a record search, survey, background context and project specific recommendations performed by a qualified professional paleontologist who meets the standards set forth by the Society of Vertebrate Paleontology or (2) agree to monitoring all excavations below five feet. If resources are known or reasonably anticipated,	Prior to the issuance of grading permits	Project proponent	City of Gardena Community Development Department			



**City of Gardena General Plan, Zoning Code & Zoning Map Amendment Project
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Mitigation Measures	Implementation Timing	Responsible Party	Monitoring Party	Verification		
				Initials	Date	Remarks
the recommendations shall provide a detailed mitigation plan which shall require monitoring during grading and other earthmoving activities in undisturbed sediments, provide a fossil recovery protocol that includes data to be collected, require professional identification, radiocarbon dates and other special studies as appropriate, require curation at a local curation facility such as the John D. Cooper Center operated by the County of Orange for fossils meeting significance criteria, require a comprehensive final mitigation compliance report including a catalog of fossil specimens with museum numbers and an appendix containing a letter from the museum stating that they are in possession of the fossils.						
NOISE						
NOI-1: Prior to issuance of a grading permit, a project applicant shall contract for a site-specific noise study for a parcel within 500 feet of a sensitive use. The noise study shall be performed by an acoustic consultant experienced in such studies, and the consultant's qualifications and methodology to be used in the study must be presented to City	Prior to the issuance of grading permits	Project proponent	City of Gardena Community Development Department			



**City of Gardena General Plan, Zoning Code & Zoning Map Amendment Project
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Mitigation Measures	Implementation Timing	Responsible Party	Monitoring Party	Verification		
				Initials	Date	Remarks
staff for consideration. The site-specific acoustic study shall specifically identify potential project impacts upon off-site sensitive uses due to construction. Mitigation shall be required if noise levels exceed 65 dBA.						
NOI-2: Applicants for future proposed projects whose construction utilizes pile drivers within 200 feet of existing buildings or vibratory rollers within 50 feet of existing buildings shall be required to prepare a vibration impact study which would be required to include a detailed mitigation plan to avoid any potential significant impacts to existing structures due to groundborne vibrations, based on the California Department of Transportation's Construction Vibration Guidance Manual.	Prior to the issuance of grading permits	Project proponent	City of Gardena Community Development Department			



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 13.A
Section: DEPARTMENTAL
ITEMS - COMMUNITY
DEVELOPMENT
Meeting Date: July 23, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: PUBLIC HEARING: RESOLUTION NO. 6676, Certifying the Final EIR for the City of Gardena General Plan, Zoning Code and Zoning Map Amendment;
RESOLUTION NO. 6677, Readopting the Update to the Land Use Plan implementing Alternative 2, including making findings required by CEQA and adopting a Mitigation Monitoring and Reporting Program; and
ORDINANCE NO. 1873, Readopting the zone changes for all the Inventory Sites, adopting the zone changes to eliminate the Parking zone on split-zoned properties, adopting a formal statement regarding the dividing line on split-zoned residential properties, and readopting the text changes to Title 18 with the amendments set forth in the Ordinance. Adoption of Ordinance No. 1873 includes making findings required by CEQA and adopting a Mitigation Monitoring and Reporting Program

COUNCIL ACTION REQUIRED:

Staff Recommendation: Open the public hearing, receive testimony from the public, allow three (3) minutes for each speaker, and close the public hearing.

Staff Recommendation for Motion: Adopt Resolution Nos. 6676 and 6677, and Introduce Ordinance No. 1873.

RECOMMENDATION AND STAFF SUMMARY:

Project Description: The Project proposes to readopt the amendments the Land Use Plan of the Community Development Element of the Gardena General Plan and Zoning Map for the 468 Inventory Sites identified in the 2021-2029 Gardena Housing Element. In addition, the project involves adopting the zone changes to eliminate the Parking zone on split-zoned properties, adopting a formal statement regarding the dividing line on other split-zoned residential properties, and readopting the text changes to Title 18.

Environmental Determination: An environmental impact report (EIR) was prepared to analyze the impacts of the changes to both the Inventory and Non-Inventory Sites as well as the text amendments to the Land Use Plan and the zoning code. The Planning Commission will consider a recommendation to the City Council on certifying the EIR prepared for the City of Gardena General Plan, Zoning Code and Zoning Map Amendment Project and adopting a Mitigation Monitoring and Reporting Program. All the related documents are open for public review at the Community Development Department and on the city's website.

FINANCIAL IMPACT/COST:

None.

ATTACHMENTS:

Staff Report 2021-2029 Housing Element GPA/ZTA/ZC (with Attachments 1-17)

Planning Commission Resolution No. 14-24 (without Exhibits)

Resolution No. 6676, certifying the Final EIR (with Exhibits)

Resolution No. 6677, readopting the Update to the Land Use Plan and implementing changes under Modified Alternative 2 (with Exhibits)

Ordinance No. 1873, readopting the Zone Changes and implementing changes under Modified Alternative 2 (with Exhibits)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio".

Clint Osorio, City Manager



City of Gardena ***City Council Meeting***

AGENDA STAFF REPORT

AGENDA TITLE:

ENVIRONMENTAL ASSESSMENT # 10-24, GENERAL PLAN AMENDMENT # 1-24, ZONE CHANGE # 1-24, AND ZONE TEXT AMENDMENT # 4-24

The City Council will be considering certification of an environmental impact report (EIR), adoption of findings, and statement of overriding considerations; General plan land use plan designation changes and text amendments; and Zoning changes and zone text amendments in relation to the 2021-2029 Gardena Housing Element, and toher clean-up matters.

Project Description: The studied Project proposes to readopt the amendments the Land Use Plan of the Community Development Element of the Gardena General Plan and Zoning Map for the 468 Inventory Sites identified in the 2021-2029 Gardena Housing Element that were revised in February 2023. In addition, the studied Project looked at placing housing overlays on an additional 802 Non-inventory sites, as well as adopting zone changes to eliminate the Parking zone on split-zoned properties, and rezoning other split-zoned residential properties, and readopting the text changes to Title 18 with some additonal clean-up amendments.

Environmental Determination: An environmental impact report (EIR) was prepared to analyze the impacts of the changes to both the Inventory and Non-Inventory Sites as well as the text amendments to the Land Use Plan and the zoning code. The EIR identified significant and unavoidable impacts under air quality and public services/parks. All other impacts were either below a level of significance or could be mitigated to below a level of significance.

RECOMMENDATION:

Staff respectfully recommends that Council open the public hearing, allow three minutes per speaker, and adopt the following:

- RESOLUTION NO. 6676, Certifying the Final EIR for the City of Gardena General Plan, Zoning Code and Zoning Map Amendment;

- RESOLUTION NO. 6677, Readopting the Update to the Land Use Plan implementing Alternative 2, including making findings required by CEQA and adopting a Mitigation Monitoring and Reporting Program; and
- ORDINANCE NO. 1873, Readopting the zone changes for all the Inventory Sites, adopting the zone changes to eliminate the Parking zone on split-zoned properties, adopting a formal statement regarding the dividing line on split-zoned residential properties, and readopting the text changes to Title 18 with the amendments set forth in the Ordinance. Adoption of Ordinance No. 1873 includes making findings required by CEQA and adopting a Mitigation Monitoring and Reporting Program.

BACKGROUND and ANALYSIS

In March 2021, SCAG adopted its 6th Cycle housing allocation plan which allocated Gardena a regional housing needs assessment (RHNA) of 5,735 units, broken down as follows: very low income – 1,485 units; low income – 761 units; moderate – 894 units; and above moderate – 2,595 units. In February 2023 the City Council adopted the City’s 6th Cycle Housing Element which, in part, identified the final Inventory Sites of 468 parcels to accommodate the City’s RHNA. (The Housing Element can be found at the following link: <https://cityofgardena.org/wp-content/uploads/2023/03/Clean-Gardena-HE-Adopted-July-13-2022Readopted-February-15-2023.pdf>)

In accordance with SCAG’s recommendation, the Inventory Sites included buffers to account for the fact that properties would not all develop at the income units assigned in the Housing Element. The buffer is required because State law requires the City to rezone property if a project is approved on an Inventory Site which would reduce the inventory below that which is required to provide affordable housing.

Based on the sites identified and the projects that were approved or in the pipeline, the City had a surplus allowing for a buffer of 521 lower income units, 913 moderate income units, and 666 above moderate income units (see Table 1). Since the time of adoption, the surplus for lower and moderate units has been reduced as the project at 1610 Artesia Boulevard did not contain as many lower income and moderate income units as expected.

Table 1 – Gardena RHNA breakdown & Surplus

	Lower Income Units (Extremely Low, Very Low, and Low)	Moderate Income Units	Above Moderate Income Units	Total Units
RHNA	2,246	894	2,595	5,735
Credits w/ADUs	-131	-10	-1,108	
Remaining RHNA	2,115	884	1,487	
Sites Inventory	2,636	1,797	2,153	
Surplus	+521	+913	+666	
Adjustment for 1610 Artesia Project	-69	-27	+223	
Adjusted Surplus	+452	+886	+889	

In order to avoid penalties and loss of grant money, at the same time that the City Council adopted the Housing Element, it also adopted an updated Land Use Plan which included text changes and a revised land use map (Resolution No. 6620) and adopted a revised Zoning map, as well as zone text amendments to the Zoning Ordinance based on a categorical exemption (Ordinance No. 1848). (The Land Use Plan and map can be found at the following link: <https://cityofgardena.org/wp-content/uploads/2023/03/Land-use-Plan-2023-Update-FINAL.pdf>. Ordinance No. 1848, including the changes to the zoning map is **Attachment 1** hereto.

As staff looked at the Inventory Sites to be included in the Housing Element, it also examined what other sites should receive housing overlays. A number of presentations were held before both the Planning Commission and City Council in 2021 and 2022. Adjustments to the proposed Inventory Sites were made based on input received from both the Planning Commission and City Council. **Attachments 2 through 5** are excerpts from the presentations made to the City Council during this time frame. The maps show the proposed overlays and which sites were/were not included as Inventory Sites.

On June 18, 2024, the Planning Commission approved Resolution No. PC 14-24, by a vote of 4-0, recommending the City Council adopt Resolutions Nos. 6676 and 6677, and Ordinance No. 1873, certifying the Final EIR and readopting the land use plan, zoning designations, and text amendments, along with additional clean-up modifications to the zoning code.

PROJECT

Land Use/Zoning Changes

In October 2020, the City entered into a contract with De Novo Planning Group for the preparation of an Environmental Impact Report (EIR) for the Inventory and Non-Inventory sites as well as additional textual changes. Under the proposed project, in addition to the 468 parcels comprising the Inventory Sites, another 802 Non-Inventory Sites were

included for analysis. The following maps, excerpted from the Draft EIR, show the following:

Inventory Sites

- Figures 3-6 and 3-10 of the Draft EIR, and linked below as Attachments 6 and 7, show the changes that were made to the Land Use and Zoning maps in February 2023 that make the changes for the Inventory Sites.
 - [Attachment 6 - Land Use Changes in 2023 for Inventory Sites](#)
 - [Attachment 7 - Zoning Changes in 2023 for Inventory Sites](#)

Non-Inventory Sites

- Figures 3-7 and 3-11 of the Draft EIR, and linked below as Attachments 8 and 9, show the additional Non-Inventory Sites that were considered for housing overlays.
 - [Attachment 8 - Additional Land Use Changes for Non-Inventory Sites](#)
 - [Attachment 9 - Additional Zoning Changes for Non-Inventory Sites](#)

Combined Maps

- Figures 3-8 and 3-12 of the Draft EIR, and linked below as Attachments 10 and 11 show the combined Inventory and Non-Inventory Sites for the Land Use and Zoning maps.
 - [Attachment 10 - Combined Land Use Changes for Inventory and Non-Inventory Sites](#)
 - [Attachment 11 - Combined Zoning Changes for Inventory and Non-Inventory Sites](#)

In total, the proposed changes would add an approximately 4,700 additional residential units beyond those provided for by the Inventory Sites.

Since the time that the analysis for the proposed changes was originally undertaken, the State Legislature has enacted dozens of additional housing bills, placing more and more burdens on local government. The 6th Cycle RHNA allocation for Gardena was an increase of more than 1,400 percent from the 5th Cycle RHNA allocation. In addition to providing Inventory Sites to satisfy the City's RHNA allocation, the City also included a buffer for all income categories as follows: 25% buffer for lower income; 103% buffer for moderate income; and 45% buffer for above-moderate. This buffer will account for sites not being developed at the identified densities for the identified housing categories.

The required rezoning and overlays already changed the nature of the City's development patterns by introducing much higher density housing than had previously been allowed. This continual erosion of local control along with an increase in the RHNA from 397 units to 5,735 units, has led to a growing recognition that the City needs to maintain as much flexibility as possible with regard to its land use. This sentiment has been expressed by

both the public and the City Council. At the Planning Commission meeting on June 18, 2024, staff recommended that the Commission advise the City Council to adopt a modification to the Inventory Site Only Alternative (Alternative 2) identified in the EIR. This modification will be referred to as Modified Alternative 2.

Modified Alternative 2 will consist of the following elements:

- A. Readoption of the Updated Land Use Plan, including the Land Use Map, as approved in February 2023, without change, which approval was given by the City Council's adoption of Resolution No. 6677 prior to the adoption of this Ordinance;
- B. Readoption of the zoning changes to the Inventory Sites only Alternative, including the rescission of the Artesia Corridor Specific Plan zoning and rezoning of those parcels;
- C. Elimination of the parking zone on properties that are split zoned with a commercial or industrial use;
- D. Readoption of all text amendments set forth in Ordinance No. 1848 in their entirety;
- E. Clarification regarding the treatment of split-zoned residential parcels; and
- F. Clean-up modifications to the zoning code of the City of Gardena.

Split Zoned Properties

While the staff was evaluating sites for housing overlays to add to the inventory list, they discovered that several properties in the city were split zoned. This means that a single property had two different zoning designations within its boundaries. The split zoning on parcels in the City is problematic because there were no legal descriptions that were ever prepared for where on the property the split actually occurs; there is only a rough indication by the colors drawn on the General Plan Land Use and zoning maps.

- There are 76 parcels in the City which have a split zone with a commercial or industrial zone and the parking zone. These split zones have been in place for more than 60 years and appear to have been put in place as a buffer between uses. The locations that were chosen to have the parking zones were based in part on what the uses were on the properties at the time, many of which no longer exist. The parking zone, with uncertain boundary lines, no longer makes sense. There is no uniformity as to where the parking zone exists between commercial/industrial and residential uses. Furthermore, commercial uses are allowed in the parking zone when developed in concert with the abutting use in the commercial zone with a conditional use permit. Buffers between uses are created

by setback requirements. If the City Council felt that the existing buffers were not adequate, it could ask staff to examine a change in development standards.

The properties that have a split zoning with the parking zone should all be revised so as to eliminate the parking zone and rezone the entire property the same as the remainder of the property. Any of these properties which have a mixed-use overlay (MUO), will continue to have such overlay, but there will not be any upzoning of these properties to a higher density as had originally been proposed (See [Attachment 12.](#))

- There are eight properties that are single parcels but were split zoned in 2006 to have two different residential land use and zoning designations for reasons that are not apparent as no staff reports exist from that time. In order to provide clarity, staff is recommending that rather than rezone these properties, an ordinance be adopted clarifying that the property may be developed as though it were two parcels, with the dividing line running parallel to the closest adjacent property line. In the case where a property has two adjacent property lines that are not parallel, the property shall be divided along the parallel line that would provide the greatest density. ([See Attachment 13.](#))

Local Interest for New Housing Overlay

There has also been interest expressed by various land and business owners with regard to their properties. They have requested that their land also be given a residential overlay to automatically allow for residential or mixed-use development at certain density levels. Although this was considered, staff is not recommending any changes to these parcels at this time. These sites may still be allowed to develop residential and mixed-use developments through the approval of legislative actions which would include a general plan amendment and zone change; both a specific plan and development agreement could also apply to such changes. However, in-lieu of having to accept minimum development standards and other requirements, specific plans or the creation of new zones would allow the City to retain discretion and oversight to ensure that any proposed residential or mixed-use development will best meet the community's needs and address potential issues such as having adequate parking, height limitations, and other features.

- 14948 Crenshaw Boulevard (Gardena Cinema) - the owner of the Gardena Cinema has expressed interest in redeveloping her property with residential uses. This property is currently zoned as General Commercial. The proposed project contemplated placing an HO-4 zoning overlay on the property, which would allow between 21 – 30 units per acre. The property is approximately 1 acre in size.



- 15122 Crenshaw Boulevard (Keith Glassman) – the owner of this parcel also owns the two parcels to the south for a total of 11,000 square feet (approximately 0.26 acres). The owner has expressed interest to staff in redeveloping these parcels with a mixed-use development which would have commercial on the bottom and residential on top. The proposed project also contemplated placing an HO-4 zoning overlay on the property, which would allow between 21 – 30 units per acre. The property owners representative submitted conceptual plans and rendering to the City for consideration, and which have been attached and linked below.
 - [Attachment 14](#) – Email and conceptual plans sent to Planning Commission on June 13, 2024.
 - [Attachment 15](#) – Rendering of conceptual mixed-used development project presented by the property owner representatives to the Planning Commission.



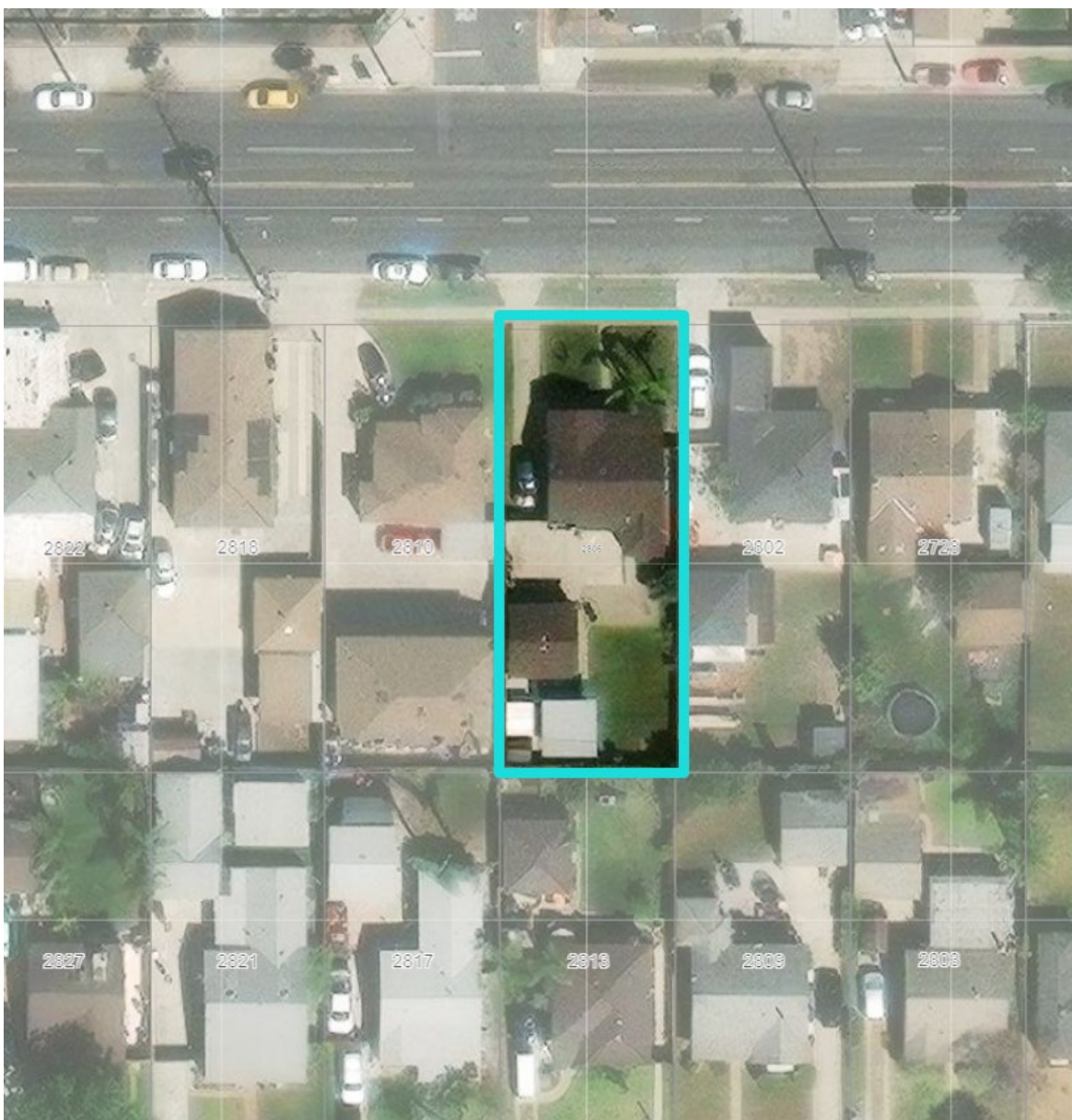
- 1350 W. 139th Street (Mala Patel) - the owner of the property located has requested that the property be rezoned to R-3. The property is 0.44 acres and is one of the five properties in that area that is zoned R-2 on the northern portion and R-1 on the southern portion. This was a Non-Inventory site that was considered to be rezoned as R-2/ Under an R-3 zone, 7 units could be built on the property without any density bonus. With the split zone and the use of SB 9, more than 3 units could be accommodated on the property. Additionally, the use of ADUs could also increase the number of allowed units. The owner has submitted a letter to the City for consideration which are attached and linked below:
 - [Attachment 16](#) – Letter sent for City Council’s consideration on July 16, 2024.



- 1031 Magnolia Avenue (Steven Stapakis) – this is another property that is split zoned between R-1 and R-2. In 2020 the owner applied for approval to build six units on the property; the entitlements included a General Plan Amendment and zone change to change the entire property to medium density residential/R-3 zoning, as well as a Tract Map, Site Plan Review, and a Variance. When objections to the use of a categorical exemption were raised, the applicant put the project on hold rather than incur costs of the environmental review for this project which were expected to exceed \$45,000. The proposed project contemplated changing the entire .34 acre parcel to R-3.



- 2806 Marine Avenue – The property owner attended the Planning Commission meeting on June 18, 2024, to request that the Commission recommend adding a housing overlay. This overlay would permit the continued residential use of the property and facilitate further residential development along Marine Avenue. The property, along with others currently used for residential purposes along the Marine Avenue corridor between Crenshaw Boulevard and Western Avenue, are currently zoned for Commercial. These areas were considered under the Non-Inventory sites analysis for the addition of an HO-3 zoning overlay, which would allow between 12-20 units per acre.



Land Use Plan/Zoning Text Amendments

In February 2023, the City Council adopted Ordinance No. 1848 which, in addition to making the zoning changes to the Inventory Sites, amended the City's zoning code. The EIR covers these changes. Staff is recommending a readoption of these text amendments with very minor changes as set forth in the attached Ordinance No. 1873.

Process

As set forth above, the City hired De Novo Planning Group to prepare an environmental impact report (EIR) to analyze the impacts of the changes to both the Inventory and Non-Inventory Sites as well as the text amendments to the Land Use Plan and the zoning code.

A Notice of Preparation was prepared and a 30 day comment period on the document took place between April 13, 2023 and May 19, 2023. A public scoping meeting was held on April 27, 2023 and a recording of this meeting was made available on the City's website. Additionally, an agenda item regarding the environmental review process was placed on the City Council agenda of May 9, 2023. The Draft EIR was made available for a public review period of January 16, 2024 through February 29, 2024. The Draft EIR was placed on the City's website and also submitted to the State Clearinghouse via the CEQAnet Web Portal. In May 2024, a Final EIR was prepared that responded to the comments received and also set out a Mitigation Monitoring and Reporting Program.

Impacts/Mitigation Measures

Table 1-5 of the Draft EIR contains a summary of all environmental impacts, the level of significance before mitigation, mitigation measures, and the level of significance after mitigation. As shown in the Table, there are impacts to the following areas: Air Quality, Cultural Resources, and Noise. Also as shown in Table 1-5, all impacts can be mitigated below a level of significance with the exception of Air Impacts and Public Services with relation to parks/recreation. Section 3.0 of the Final EIR contains the mitigation monitoring program.

Alternatives

Three alternatives were examined in the Draft EIR. Alternative 1 assumed that the City would not approve any part of the project and the land use and zoning changes previously approved in February 2023 would be rescinded. Alternative 2, the Inventory Sites Only option, would essentially leave everything as it was adopted in February 2023 and provide some additional clean-up. Alternative 3 proposed fewer Non-Inventory Sites than proposed by the project; instead of an additional 802 parcels beyond the Inventory Sites contemplated under the project, only 672 additional Non-Inventory Sites would be included.

None of the alternatives eliminated all of the significant and unavoidable impacts. While a rescission of the previously adopted changes would eliminate the air impacts, it would create other significant and unavoidable impacts such as inconsistencies with the City's Housing Element. Additionally, rejecting the City's previous changes to Inventory Sites would open the City up to a slew of legal issues as well as Builder's Remedy developments. Both Alternatives 2 and 3 are environmentally superior to the project as they both reduce the majority of the environmental impacts associated with the project. Alternative 3 was identified in the EIR as the most environmentally superior as it would provide greater opportunities for a mix of housing at varying densities and there would be a greater alignment of housing production with sustainability goals as well as create better development patterns. However, staff believes that Alternative 2 may actually be environmentally superior as it provides further reductions in the two impact areas that were significant and unavoidable as compared to Alternative 3. Table 7-7 from the EIR provides a summary comparison of the alternatives.

In determining what should actually be approved, the City is not limited to the proposed project and the exact three alternatives that were included in the EIR. Instead, the City Council may choose, a project alternative that was not considered in the EIR if it is similar in scope, size, and use as the alternatives in the EIR and will not create any new environmental impacts.

Staff's recommendation is to approve Modified Alternative 2 as described above.

Findings

When a project has significant impacts, the City cannot approve the project unless it makes findings under CEQA Guidelines section 15091 with regard to each significant impact. The possible findings are:

- Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect;
- Such changes or alterations are within the responsibility and jurisdiction of another public agency and the changes have been adopted by, or can and should be adopted by, such other agency; and
- Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the EIR.

As set forth above, mitigation measures have been recommended that will reduce all impacts below a level of significance with the exception of air quality and impacts on parks/recreation. As to those two areas of impact, there are no mitigation measures which would eliminate all of the significant impacts, nor are there any alternatives which would

reduce all of the significant impacts without creating other significant impacts. Staff is recommending that Alternative 3, the environmentally superior alternative, be rejected based on social considerations that changing the nature of Gardena from a predominantly single-family community into a high-density, urban community is not in the best interests of the City and has the possibility of removing too much commercial/industrial land uses from the City which can impact the City's tax base. Alternative 2 is still environmentally superior to the proposed project.

In addition to the findings under Guidelines section 15091, when there are significant environmental impacts which remain, the City must also make findings under CEQA Guidelines section 15093. Under this section, 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 there is no alternative, including the No Project alternative, which does not result in significant impacts. It is necessary to readopt the land use and zoning changes for all of the Inventory Sites in order to remain in legal compliance with the City's Housing Element and not violate other housing laws.

Certification

Certification of the EIR is an independent action from project approval. Certification of the EIR is not a vote for or against a project; rather, it is a vote stating that the EIR was prepared in compliance with CEQA and adequately addresses all of the environmental issues. If the City Council feels that the EIR meets the requirements of CEQA, then there should be a certification of the EIR. By doing this, the EIR can be used as a base document for other projects to tier from, regardless of which alternative is approved.

DISCUSSION/CONFLICT OF INTEREST

When the City Council adopted the changes to the Inventory Sites in February 2023 it was determined that there were not any conflicts of interest under the public generally exception ([See Attachment 17](#)). However, now that additional parcels are being examined for zone changes in addition to the Inventory Sites, each Councilmember (including the Mayor) should refrain from discussion of properties within a 1,000 foot radius from property in which they have a legal interest. Maps have been provided to each Councilmember showing the Inventory Sites, Non-inventory Sites, and other parcels that were included in the EIR for analysis within this radius.

Unlike other situations where a conflicted Councilmember must recuse himself at the outset of an item, the rules are different when land use and zoning changes are being considered. The consideration of the items is to be taken in segments and recusal must

happen before the actual consideration of a segment in which a Councilmember has a conflict.

If the City Council wishes to discuss any properties that lie within any Councilmember's conflict zone, the City Attorney's office will provide direction at the time as to how the matter will be handled.

NOTICING

The public hearing notice for the project was published in the Gardena Valley News and on July 11, 2024. A copy of Proof of Publication and Affidavit of Mailing are on file in the office of the Community Development Department, Room 101, City Hall, and are considered part of the administrative record.

All those who provided comments on the environmental document or provided contact information at the community meeting or any other meeting, were provided notice of the City Council meeting.

IN CONCLUSION, Staff respectfully recommends that Council open the public hearing, allow each speaker three minutes to speak and adopt the following:

- a. Adoption of Resolution No. 6676 certifying the Final EIR for the City of Gardena General Plan, Zoning Code and Zoning Map Amendment Project;
- b. Adoption of Resolution No. 6677 readopting the Update to the Land Use Plan implementing Alternative 2, including making findings required by CEQA and adopting a Mitigation Monitoring and Reporting Program; and
- c. Introduction of Ordinance No. 1873 readopting the zone changes for all the Inventory Sites, adopting the zone changes to eliminate the Parking zone on split-zoned properties, adopting a formal statement regarding the dividing line on split-zoned residential properties, and readopting the text changes to Title 18 with the amendments set forth in the Ordinance and adopting a Mitigation Monitoring and Reporting Program. Adoption of Ordinance No. 1873 includes making findings required by CEQA.

Submitted by: Amanda Acuna Date: July 23, 2024

Resolutions and Ordinance for Consideration

Planning Commission Resolution No. 14-24, recommending the City Council adopt the following:

- **Resolution No. 6676, certifying the Final EIR.**
 - Exhibit A – Draft Environmental Impact Report dated January 2024
 - Exhibit B – Final Environmental Impact Report dated May 2024
- **Resolution No. 6677, readopting the Update to the Land Use Plan and implementing the changes under Modified Alternative 2.**
 - Exhibit A – Updated Land Use Plan
 - Exhibit B – Land Use Map
 - Exhibit C – Parcel List
 - Exhibit D – Mitigation Monitoring and Reporting Program
- **Ordinance No. 1873, readopting the Zone Changes and implementing the changes under Modified Alternative 2.**
 - Exhibit A – Zoning Map (6th cycle Housing Element Inventory Sites)
 - Exhibit B – Parcel List (6th cycle Housing Element Inventory Sites)
 - Exhibit C – Zoning Map (Split Parking Zoned Properties)
 - Exhibit D – Parcel List (Split Parking Zoned Properties)
 - Exhibit E - Mitigation Monitoring and Reporting Program

Environmental Documents

- **Draft Environmental Impact Report dated January 2024**
- **Final Environmental Impact Report dated May 2024**
- **Mitigation Monitoring and Reporting Program**

Attachments to Staff Report (click on link to open document)

- [1 – Ordinance No. 1848 with Maps adopted in February 2023](#)
- [2 – May 11, 2021 City Council meeting on Inventory and Noninventory Sites](#)
- [3 – June 1, 2021 City Council and Planning Commission meeting on Inventory and Noninventory Sites](#)
- [4 – January 26, 2022 City Council meeting on Inventory and Noninventory Sites](#)
- [5 – July 26, 2022 City Council meeting on Inventory and Noninventory Sites](#)
- [6 – Land Use Changes in 2023 for Inventory Sites](#)
- [7 – Zoning Changes in 2023 for Inventory Sites](#)
- [8 – Additional Land Use Changes for Non-Inventory Sites](#)
- [9 – Additional Zoning Changes for Non-Inventory Sites](#)
- [10 – Combined Land Use Changes for Inventory and Non-Inventory Sites](#)
- [11 – Combined Zoning Changes for Inventory and Non-Inventory Sites](#)
- [12 – Parking split zoned properties](#)
- [13 – Residential split zoned properties](#)
- [14 – Email and conceptual plans sent to Planning Commission for 15122 Crenshaw Blvd.](#)
- [15 – Rendering of conceptual mixed-used development project for 15122 Crenshaw Blvd.](#)
- [16 – Letter sent for 1350 W 139th Street.](#)
- [17 – City Attorney Conflict of Interest Memo September 2022](#)

Attachment 1 – Ordinance No. 1848 with Maps
adopted in February 2023

ORDINANCE NO. 1848

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA AMENDING TITLE 18 OF THE GARDENA MUNICIPAL CODE PRIMARILY RELATING TO THE ESTABLISHMENT OF HOUSING OVERLAYS AND DEVELOPMENT STANDARDS PERTAINING THERETO AND REVISING THE CITY'S ZONING MAP AND FINDING THE ADOPTION TO BE EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTIONS 15061(b)(3) and 15308

WHEREAS, under the Housing Accountability Act ("HAA;" Government Code § 65589.5), until the City has a compliant housing element, the City must approve affordable housing developments (the "Builder's Remedy") on parcels anywhere in the City without regard to land use designation, zoning, or development standards; and

WHEREAS, projects under the Builder's Remedy are likely to be submitted to the City prior to the certification of the EIR and adoption of the changes as the City has already received inquiry into projects on certain sites; and

WHEREAS, there are only a limited number of grounds on which the City can deny a Builder's Remedy project; and

WHEREAS, even if a housing element complies with all requirements of State law, it is not considered to be compliant until any required rezoning has taken place; and

WHEREAS, state law requires there to be consistency between the General Plan and zoning, which means that the new zones required by the housing element need to have a corresponding land use designation; and

WHEREAS, the City does not have any development standards for the new zones which are required to be adopted by the City's 6th Cycle Housing Element and would like to have them in place to provide some means of regulation; and

WHEREAS, newly enacted AB 2334 provides that if a maximum allowable density is not provided in dwelling-units-per-acre standard, realistic density may be estimated based on applicable objective standards and then density bonuses awarded above the realistic density; and

WHEREAS, the City is currently preparing an Environmental Impact Report ("EIR") to accompany all of the land use plan and zoning changes that are set forth in the City's Housing Element, as well as changes to other sites that also include properties that were not identified as Inventory Sites in the City's 6th Cycle Housing Element; and

WHEREAS, the City has qualified for \$1,979,262 in PLHA grants, which is funding for housing-related projects and programs that assist in addressing the unmet housing needs in the City; and

WHEREAS, HCD has recently informed the City that the City must adopt its housing element and complete the required rezoning by February 15, 2023 in order to receive its 2019 PLHA grant in the amount of \$329,877; and

WHEREAS, one of the program objectives HCD asked to have added to the City's Revised 6th Cycle Housing Element was to adopt an urgency ordinance implementing the housing overlay zones and rezoning for the inventory sites so that the sites would be available by April 15, 2023 and provide for ministerial approval; and

WHEREAS, at a special meeting held on January 31, 2023, the Planning Commission of the City of Gardena held a duly noticed public hearing on this matter, at which time it considered all evidence presented, both written and oral; and

WHEREAS, at the close of the public hearing the Planning Commission adopted a resolution recommending that the City Council adopt this Ordinance and City staff file a Notice of Exemption; and

WHEREAS, at a special meeting held on February 15, 2023, the City Council of the City of Gardena held a duly noticed public hearing on this matter, at which time it considered all evidence presented, both written and oral; and

WHEREAS, prior to adopting this Ordinance, the City Council adopted Resolution No. 6619 readopting the Revised 6th Cycle 2021 - 2029 Housing Element and Resolution No. 6620 amending the Land Use Plan of the City's General Plan and Urgency Ordinance No. 1847; and

WHEREAS, the City Council would also like to adopt the Ordinance as a non-urgency item as well;

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

SECTION 1. Findings.

- A. The foregoing recitals are true and correct.
- B. The adoption of the Zoning Map and changes to Title 18 are consistent with the City's General Plan. More specifically, these changes implement changes required by the Housing Element and the changes create consistency with the City's Land Use Plan.
- C. The changes set forth herein represent good land use practices which are required by the public necessity, convenience and the general welfare.

SECTION 2. Adoption of Zoning Map. The City Council hereby adopts the zoning map attached hereto as Exhibit A as the zoning map for the City.

BEGINNING OF TEXT AMENDMENTS

SECTION 3. The term “multiple-family” is hereby replaced with the term “multi-family” throughout the Gardena Municipal Code.

SECTION 4. Chapter 18.04, Definitions, is hereby amended by deleting all section numbers starting with section 18.04.010 and ending with section 18.04.495. Definitions shall be divided by lettering so that definitions beginning with the letter “A” fall under a heading reading “A Definitions,” definitions beginning with the letter “B” fall under a heading reading “B Definitions,” and so on.”

SECTION 5. Chapter 18.04, Definitions, of the Gardena Municipal Code is hereby amended by **ADDING** the following definitions to read as follows:

“Director” shall mean the Community Development Director or the Director’s designee.

“Studio unit” shall mean a dwelling unit with one room devoted to living, dining, and sleeping purposes, with a separate bathroom. The kitchen may be in the same room or in a separate room.

“Residential Mixed-Use Housing Project” shall mean a mixed-use development consisting of residential and commercial uses with at least two-thirds of the square footage designated for residential use.

SECTION 6. Section 18.08.010 of the Gardena Municipal Code is hereby amended to read as follows:

18.08.010 Zones established.

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

- R-1 Single-family residential ~~zone~~
- R-2 Low-density multi-family residential ~~zone~~
- R-3 Medium density multi-family residential ~~zone~~
- R-4 High density multi-family residential ~~zone~~
- R-6 Very high density multi-family residential
- AMU Artesia mixed-use
- ~~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:
 - 1450 Artesia Specific Plan
 - ~~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

B. In addition, the City has established the following overlay zones to further carry out the purposes and provisions of this title:

- MUO Mixed-Use Overlay
- HO-3 Medium density 20 Overlay
- HO-4 High density 30 Overlay
- HO-5 High density 50 Overlay
- HO-6 Very high density 70 Overlay

SECTION 7. Section 18.08.015 is hereby **ADDED** to the Gardena Municipal Code to read as follows:

18.08.015 1450 Artesia Specific Plan

The 1450 Artesia Specific Plan zone is intended to be used for a mix of commercial and industrial uses. No development shall occur in this zone until a specific plan for the properties within this area is adopted by the City Council.

CHAPTER 18.12 – SINGLE-FAMILY RESIDENTIAL ZONE (R-1)

SECTION 8. Subsection L of Section 18.12.050 is hereby amended to read as follows and subsections M - Q are hereby deleted:

~~L. General provisions as set forth in the table found in section 18.42.010. Fences, Hedges, and Walls. The provisions of Section 18.42.070 shall apply;~~

~~M. Swimming Pool Areas. The provisions of Section 18.42.090 shall apply;~~

~~N. Projections Permitted in Required Yards. The provisions of Section 18.42.100 shall apply;~~

~~O. Protection of Intersection Visibility. The provisions of Section 18.42.110 shall apply;~~

~~P. Repealed.~~

~~Q. All new structures and additions to existing structures shall demonstrate compliance with residential design guidelines set forth in Chapter 18.42.~~

CHAPTER 18.14 – LOW DENSITY MULTI-FAMILY RESIDENTIAL ZONE (R-2)

SECTION 9. Section 18.14.020 of the Gardena Municipal Code is hereby amended to read as follows:

18.14.020 Uses permitted.

The following uses shall be permitted in the R-2 zone and other such uses the commission may deem to be similar to those listed and not detrimental to the public health, safety and welfare:

A. All uses permitted in the R-1 ~~zone, except single family dwellings; and~~

B. Single and two-family dwellings, subject to the design review provisions of Chapter 18.45.; and

~~C. Condominiums and stock cooperative apartments of up to two units.~~

SECTION 10. Subsections L-S of Section 18.14.050 of the Gardena Municipal Code are hereby amended to read as follows, so that the subsections now end with "N":

~~L. Fences: the provisions of Section 18.42.070 shall apply;~~

~~M. Refuse areas: the provisions of Section 18.42.130 shall apply;~~

~~N. Swimming pool areas: the provisions of Section 18.42.090 shall apply;~~

~~O. Projections permitted in required yards: the provisions of Section 18.42.100 shall apply;~~

~~P. Protection of intersection visibility: the provisions of Section 18.42.110 shall apply;~~

Q.L. Lot coverage:

1. a maximum of ~~fifty~~ 50 percent for interior lots and
2. a maximum of ~~seventy-five~~ 75 percent for corner lots;

R.M. Storage space: a minimum of ~~one hundred twenty~~ 120 cubic feet of storage space shall be provided for each dwelling unit with a minimum of two feet in any direction. Such space may be located in areas which include, but are not limited to, the garage, in an outside closet, or below stairways; and

N. General Provisions as set forth in the table found in section 18.42.010.

~~R. All new structures and additions to existing structures shall demonstrate conformance with residential design guidelines set forth in Chapter 18.42.~~

~~S. All new structures and additions to existing structures shall demonstrate conformance with residential design guidelines set forth in Chapter 18.42.~~

CHAPTER 18.16 – MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL ZONE (R-3)

SECTION 11. Section 18.16.020 of the Gardena Municipal Code is hereby amended to read as follows:

18.16.020 Uses permitted.

The following uses shall be permitted in the R-3 zone and other such uses as the commission may deem to be similar to those listed and not detrimental to the public health, safety and welfare:

A. All uses permitted in the R-1 and R-2 zones, ~~and multiple-family dwelling units, except single and two-family dwellings; and~~

B. Multi-family dwelling units, subject to the site plan review provisions of Chapter 18.44.

SECTION 12. Subsections D and E of Section 18.16.050 of the Gardena Municipal Code are hereby amended to read as follows, subsections L – P and R are hereby deleted,

subsection Q is relettered as subsection L and a new subsection M is added; except as amended, all other sections remain the same:

D. Density: a minimum density of 12 units per acre and a maximum of 17 units per acre. Fractional units shall be rounded upward if such fraction is at or above the five-tenths breakpoint. However, when the application of such density standard results in a fraction of a dwelling unit, such fraction, if below the five-tenths breakpoint, shall be rounded downward to the nearest whole number, and, if such fraction is at or above the five-tenths breakpoint, it shall be rounded upward to the nearest whole number;

E. Dwelling unit size:

1. A minimum of 400 square feet per unit. one thousand square feet for three or more bedroom units,
2. ~~_____~~ A minimum of eight hundred square feet for two bedroom units,
3. ~~_____~~ A minimum of six hundred square feet for one bedroom units,
4. ~~_____~~ A minimum of four hundred square feet for bachelor/efficiency units,

52. No minimum dwelling unit size shall be required for an affordable housing unit where the applicant enters into an affordable housing agreement with the city to be recorded against the property to ensure continued affordability of all moderate, low, and very low income rental units for at least fifty-five years or where the applicant enters into an equity sharing agreement for all for-sale affordable housing units upon the same terms and conditions as in Section 18.43.045.D (D);

* * *

~~L. _____~~ Fences: the provisions of Section 18.42.070 shall apply;

~~M. _____~~ Refuse areas: the provisions of Section 18.42.130 shall apply;

~~N. _____~~ Swimming pool areas: the provisions of Section 18.42.090 shall apply;

~~O. _____~~ Projections permitted in required yards: the provisions of Section 18.42.100 shall apply;

~~P. _____~~ Protection of intersection visibility: the provisions of Section 18.42.110 shall apply;

Q1. Storage space: a minimum of ~~one hundred twenty~~ 120 cubic feet of storage space shall be provided for each dwelling unit with a minimum of two feet in any direction. Such space may be located in areas which include, but are not limited to, the garage, in an outside closet, or below stairways; and.

~~R. _____~~ All new structures and additions to existing structures shall demonstrate conformance with residential design guidelines set forth in Chapter 18.42.

M. General provisions as set forth in Section 18.42.010.

CHAPTER 18.18- HIGH DENSITY MULTI-FAMILY RESIDENTIAL ZONE (R-4)
--

SECTION 13. Subsections E and J of Section 18.18.020 of the Gardena Municipal Code are hereby amended to read as follows, a new subsection K and N are added, subsections K and Q are relettered and L and M; except as amended, all other subsections remain the same:

E. Maximum density: the maximum permitted density shall be as follows set forth in this subsection; fractional units shall be rounded upward if such fraction is at or above the five-tenths breakpoint:

1. Twenty-five units per acre for lots less than one-half acre;
2. ~~Twenty-seven units per acre for lots between one-half acre and one acre;~~
and
32. Thirty units per acre for lots greater than one acre one-half acre or greater.

* * *

J. Usable open space: a minimum of ~~three hundred~~ 300 square feet of usable common or private open space shall be provided for each unit of all multi-family dwellings and condominiums in accordance with the minimum size requirements of Section 18.42.065;

K. Dwelling unit size:

1. A minimum of 400 square feet per unit.
2. No minimum dwelling unit size shall be required for an affordable housing unit where the applicant enters into an affordable housing agreement with the city to be recorded against the property to ensure continued affordability of all moderate, low, and very low income rental units for at least fifty-five years or where the applicant enters into an equity sharing agreement for all for-sale affordable housing units upon the same terms and conditions as in Section 18.43.045.D.

~~K~~L. Signs: the provisions of Chapter 18.58 shall apply;

~~L~~. ~~Fences: the provisions of Section 18.42.070 shall apply;~~

~~M~~. ~~Refuse areas: the provisions of Section 18.42.130 shall apply;~~

~~N~~. ~~Swimming pool areas: the provisions of Section 18.42.090 shall apply;~~

~~O. Projections permitted in required yards: the provisions of Section 18.42.100 shall apply;~~

~~P. Protection of intersection visibility: the provisions of Section 18.42.110 shall apply;~~

~~Q.M. Storage space: a minimum of one hundred twenty 120 cubic feet of storage space shall be provided for each dwelling unit with a minimum of two feet in any direction. Such space may be located in areas which include, but are not limited to, the garage, in an outside closet, or below stairways; and~~

~~R. All new structures and additions to existing structures shall demonstrate conformance with residential design guidelines set forth in Chapter 18.42.~~

~~N. General provisions as set forth in the table found in section 18.42.010~~

CHAPTER 18.18 A- VERY HIGH DENSITY MULTI-FAMILY RESIDENTIAL ZONE (R-6)

SECTION 14. Chapter 18.18A is hereby **ADDED** to the Gardena Municipal Code to read as follows:

Chapter 18.18A
VERY HIGH DENSITY MULTI-FAMILY RESIDENTIAL ZONE (R-6)

18.18A.010 Purpose.

The R-6 very high density multi-family residential zone is intended as the highest density residential district for apartments and condominiums.

18.18A.020 Uses permitted.

The following uses shall be permitted in the R-6 zone and other such uses as the Commission may deem to be similar to those listed and not detrimental to the public health, safety, and welfare:

A. All uses permitted in the R-1 and R-2 zones, except single and two-family dwellings; and

B. Multi-family residential developments, subject to the site plan review provisions of Chapter 18.44.

18.18A.030 Uses prohibited.

A. All uses not listed in Sections 18.18A.020 are deemed to be prohibited in the R-6 zone, except those determined to be similar pursuant to the provisions of Section 18.42.040.

B. The following uses are expressly prohibited:

1. Short-term rental of residential units.

18.18A.040 Development standards.

The development standards set forth herein shall apply and supersede any Zoning Code provision in this title to the contrary.

A. Lot dimensions:

1. Minimum lot width at street frontage: 50 feet;
2. No minimum or maximum lot depth.

B. Minimum lot area: 0.5 acres.

C. Yards: Minimum setbacks measured from property lines:

1. Front yard: 10 feet;
2. Side yard:
 - a. 5 feet for first two stories of a building;
 - b. 10 feet for corner lots (street side only);
 - c. 10 feet for stories above the second story.
3. Rear yard:
 - a. 15 feet if adjacent to R-1 or R-2 zoned property;
 - b. 5 feet in all other circumstances.
4. Garages may be constructed along the rear and side property lines when located in the rear one-third of the lot. Garages fronting on public streets shall maintain a minimum 20-foot yard setback.

D. Dwelling unit size:

1. A minimum of 400 square feet per unit.
2. No minimum dwelling unit size shall be required for an affordable housing unit where the applicant enters into an affordable housing agreement with the city to be recorded against the property to ensure continued affordability of all moderate, low, and very low income rental units for at least fifty-five years or where the applicant enters into an equity sharing agreement for all for-sale affordable housing units upon the same terms and conditions as in Section 18.43.045.D.

E. Distances between buildings on the same site: notwithstanding any other provision of this code to the contrary, the following shall apply:

Residential side to side	10 feet
Residential front to side	15 feet
Front to front with interior court	20 feet
Front to front with driveway between	30 feet
Residential to accessory structure	6 feet

F. Density:

1. Minimum density: 51 units per acre
2. Maximum density: 70 units per acre

G. Maximum building height:

1. 40 feet for any portion of a development that is within 20 feet of:
 - a. R-1 or R-2 zoned property; or
 - b. a property line abutting a collector or local street.
2. For the remaining portions of a development, maximum height is 75 feet.
3. An additional five feet of structural height without usable floor area is permitted for architectural projections in all areas.

H. Storage space: 80 contiguous cubic feet of private secure storage space shall be provided for each dwelling unit with a minimum dimension of 2 feet in any direction. Bicycle lockers satisfy this requirement, but bedroom closets and kitchen and bathroom cabinets do not.

I. Off-street parking: the provisions of Chapter 18.40 shall apply, with the following exceptions or additions:

1. Minimum residential parking requirements:
 - a. Studio units: 1 parking space per unit;
 - b. 1 and 2-bedroom units: 1.5 parking spaces per unit;
 - c. Units with more than 2 bedrooms: 2 parking spaces per unit.
 - d. Unless reduced or eliminated by applicable state law, units that are affordable to low-, very low-, or extremely low-income households, senior

housing, and special needs or supportive housing shall provide parking at the rates specified in Section 18.43.090.B.

- e. Guest Parking spaces required:
 - i. 0.25 space per unit in all residential and mixed-use developments unless reduced or eliminated by applicable state law;
 - ii. Guest spaces in a mixed-use project may not be tandem.
- 2. Tandem and mechanical parking:
 - a. Residential parking may be satisfied by tandem spaces where parking is assigned to a single residential unit. Two-level mechanical vehicle lifts are to be treated as tandem and subject to the same restrictions. Unassigned parking and parking assigned to different units may not be tandem;
 - b. Mechanical or robotic parking structures, other than two-level mechanical vehicle lifts, are permitted subject to the development standards applicable to residential structures in this chapter and Chapter 18.42;
- 3. Shared parking between commercial and residential guest spaces is permitted in mixed-use developments as follows:
 - a. Only guest parking spaces that are directly accessible to both commercial customers and residential visitors may be used as shared parking. The percentages below are applied only to guest parking that meets this criterion. "Directly accessible," as used here shall mean: 1) using the same curb cuts and driveways as the commercial parking; and 2) not being separated from commercial or residential pedestrian entry points by a wall, fence, gate, berm, or other similar barrier.
 - b. Commercial space developed as office: 75% of the guest parking spaces may also be counted toward required commercial parking;
 - c. Commercial space developed as retail: 50% of the guest parking spaces may also be counted toward required commercial parking;
 - d. Commercial space developed as a restaurant: 20% of the guest parking spaces may also be counted toward required commercial parking;
 - e. Commercial space developed for any use other than those listed above shall be considered retail for the purpose of this calculation;
 - f. If more than one type of commercial use is developed within the commercial space, shared parking shall be determined by the use with the

lowest sharing percentage. If circumstances indicate that a higher sharing percentage may be warranted, this may be allowed subject to the following:

- i. The applicant pays for a shared parking study to be commissioned by the City which shows that the number of spaces being provided is sufficient for shared parking use; and
- ii. A declaration of restrictions is recorded against the property which provides that there shall be no change in uses allowed without a subsequent parking study that verifies that the number of parking spaces provided is sufficient for shared parking use; and
- iii. The applicant complies with any conditions required by the parking study to ensure there is sufficient parking.
- iv. The Planning Commission shall approve shared parking under the process set forth in Chapter 18.44 for site plan review.

4. Bicycle Parking.

a. Long-term bicycle parking shall be provided at the rate of one space per every four residential units. Long-term spaces shall be covered, lockable enclosures with permanently anchored racks for bicycles, lockable bicycle rooms with permanently anchored racks, or lockable, permanently anchored bicycle lockers. This requirement shall not apply to any unit which has an enclosed two-car garage.

b. Short-term bicycle parking shall be provided at a rate of 5% of required visitor parking, with a minimum of one two-bike capacity rack. Such parking shall be by means of permanently anchored bicycle racks.

J. Usable open space: a minimum of 150 square feet of usable common or private open space shall be provided for each unit of all multi-family dwellings in accordance with the requirements of Section 18.42.065; and

K. General provisions as set forth in Section 18.42.010.

CHAPTER 18.19 – MIXED USE OVERLAY ZONE (MUO)

SECTION 15. The initial paragraph in Section 18.19.020 of the Gardena Municipal Code is hereby amended to read as follows:

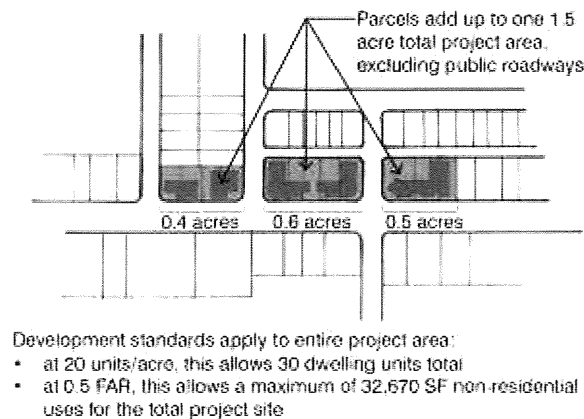
With application of the mixed use overlay zone, the city seeks to take advantage of development opportunities in key areas of the city, each of which faces unique opportunities and constraints. A description of the desired purpose for four of these areas is described in this section to provide guidance for those seeking to construct mixed use

development in such areas. In cases of conflict between the areas described below and the zoning map, the zoning map shall prevail.

SECTION 16. Subsection B, C, D and J of Section 18.19.060 of the Gardena Municipal Code are hereby amended to read as follows, Subsection N is deleted and a new subsection N and O are added to read as follows; except as amended all other sections remain the same:

B. Minimum project area:

1. One-half acre minimum., ~~with the following exceptions:~~
 - a. ~~Parcels that cannot be consolidated to satisfy the minimum project area because they are bordered on all sides by property that is not zoned with the mixed use overlay zone;~~
 - b. ~~Parcels that cannot be consolidated because they are bordered on three or more sides by roadways;~~
 - c. ~~Parcels that cannot be consolidated because adjacent property is not zoned with the mixed use overlay; or~~
 - d. ~~Other circumstances prevent the consolidation of parcels to meet this requirement.~~
2. Lots across-separated by public roadways may be consolidated to create larger project areas.
3. The community development director must be consulted before the review of projects that cause an orphaned parcel condition. An orphaned parcel condition exists if the group of consolidated parcels that comprise the minimum project area of 0.5 one acre results in an adjacent isolated or orphaned parcel that will be unable to meet the minimum project area. The involvement of the community development director ensures that adequate effort has been made to negotiate between the project and adjacent orphaned parcel. In addition, in the event that the orphaned parcel is not included in the adjacent development for reasons such as its recent date of development, the involvement of the community development director will ensure that compatibility exists between the orphaned parcel's existing condition and the adjacent project's current development.



C. Density and intensity:

1. Floor area ratio (FAR): nonresidential intensity shall be a maximum of 0.5 FAR as calculated over the portion of the project area devoted to such use, including when such use is part of a vertical development.
2. For mixed use projects approved after August 1, 2012, the minimum permitted residential density shall be twenty units per acre for any residential development. This subsection shall not apply to the expansion of any existing use.
3. Residential by itself or as part of a mixed use project: the maximum residential density shall be as follows, calculated over the portion of the project area devoted to residential such use, including when ~~such use is~~ part of a vertical development:
 - a. ~~Twenty-five~~ units per acre maximum for sites less than one-half acre;
 - b. ~~Thirty~~ Twenty-five units per acre maximum for sites at least one-half acre but less than one acre.; ~~and~~
 - c. ~~Thirty units per acre maximum for all sites of one acre or greater.~~
4. Projects may develop both the maximum FAR for nonresidential development and maximum density for residential development within the same project area, provided all other standards in this section are met.
5. Site coverage: eighty percent.

D. Dwelling unit size:

1. A minimum of ~~one thousand~~ 400 square feet per unit. ~~for three or more bedroom units;~~
2. ~~A minimum of eight hundred square feet for two bedroom units;~~

3. ~~A minimum of six hundred square feet for one bedroom units;~~

4. ~~A minimum of four hundred square feet for bachelor/efficiency units;~~

25. No minimum dwelling unit size shall be required for an affordable housing unit where the applicant enters into an affordable housing agreement with the city to be recorded against the property to ensure continued affordability of all moderate, low, and very low income rental units for at least fifty-five years or where the applicant enters into an equity sharing agreement for all for-sale affordable housing units upon the same terms and conditions as in Section 18.43.045.D.

* * *

J. Usable open space:

1. Residential uses: a minimum of ~~one hundred fifty~~ 150 square feet of outdoor usable common or private open space shall be provided per dwelling unit in accordance with the ~~minimum size~~ requirements of Section 18.42.065.

* * *

N. ~~Service, trash and loading areas, and mechanical equipment:~~

1. ~~Service and loading areas shall be oriented away from public view and provided with ornamental screening;~~

2. ~~Exterior on-site facilities and mechanical equipment, including sewer, gas, water, electric, telephone, and communications equipment, shall be installed underground where feasible. Transformers and other mechanical equipment that must be above ground shall be screened in accordance with Section 18.42.140, and incorporated into the landscape wherever possible;~~

3. ~~Trash enclosures shall be screened in accordance with Section 18.42.130. In addition, they shall be enclosed within the building envelope or architecturally integrated with the overall design theme of the development. Trash enclosures should be planted with vines if located adjacent to or within a landscaped area.~~

N. Signs: the provisions of Chapter 18.58 shall apply; and

O. General provisions as set forth in the table found in section 18.42.010.

SECTION 17. Section 18.19.080 is hereby **ADDED** to the Gardena Municipal Code read as follows:

18.19.080 Phasing of mixed-use developments.

New mixed-use projects shall include construction of both the residential and non-residential parts concurrently.

CHAPTER 18.19A - ARTESIA MIXED USE (AMU)

SECTION 18. Chapter 18.19A is hereby **ADDED** to the Gardena Municipal Code to read as follows:

**Chapter 18.19A
ARTESIA MIXED USE (AMU)**

18.19A.010 Purpose.

The Artesia mixed-use zone is intended for a mix of commercial space and restaurants with medium density and live-work style residential units. The Artesia mixed-use zone is different from other mixed-use opportunities in the City (primarily overlays) in that it is designed to feature commercial and restaurant uses along the Artesia Boulevard frontage, along with some live-work units; while strictly residential units are clustered along the Dominguez Channel. Live-work units fill the space between the commercial and residential units.

18.19A.020 Definitions.

For the purposes of this chapter, the following words shall have the meanings described below:

“Main Street” means that private street running east-west that roughly bisects the AMU zone into north and south halves.

“Service businesses generally based on-site” provide a service directly to the customer at the business premises. Examples include but are not limited to: copying and shipping; notary public; barber; small item repair; tailor and alterations; dry cleaner; financial advising and banking; tutoring; childcare; and indoor playgrounds.

“Service businesses generally conducted off-site” provide a base of operations and limited customer interaction at the business location while the core of the business activity is performed remotely. Examples include but are not limited to: plumbing; mobile pet grooming; windshield repair; private investigation; pool service; house painting; and wedding planning.

“Studio uses” include but are not limited to: martial arts; art and design, including digital formats; post production; photography; sound recording; physical therapy, and yoga.

18.19A.030 Uses permitted.

The following uses shall be permitted by-right in the Artesia mixed-use zone provided they are not listed as requiring a conditional use permit (18.19A.040) or prohibited (18.19A.050):

- A. Residential—permitted only south of Main Street:
 - 1. Multi-family dwellings
 - 2. Single-family attached dwellings (townhomes)
 - 3. Transitional housing, subject only to those restrictions that apply to other residential dwellings of the same type in this zone
 - 4. Supportive housing, subject only to those restrictions that apply to other residential dwellings of the same type in this zone
 - 5. ADUs and JADUs subject to the provisions of Chapter 18.13
- B. Commercial—permitted only north of Main Street:
 - 1. Retail stores up to 5,000 square feet
 - 2. Restaurants
 - 3. Service businesses generally based on-site
 - 4. Studio uses
- C. Live-work—permitted in live-work-style units only adjacent to Main Street and subject to a home occupation permit:
 - 1. Professional, administrative, and business offices
 - 2. Retail stores
 - 3. Service businesses generally based on-site
 - 4. Service businesses generally conducted off-site
 - 5. Studio uses

18.19A.040 Uses permitted subject to a conditional use permit.

The following uses may be permitted in the AMU zone subject to the issuance of a conditional use permit in accordance with the procedure set forth in Chapter 18.46:

- A. Commercial—permitted only north of Main Street:

1. Retail stores over 5,000 square feet.
2. Medical offices, including urgent care facility
- B. Live-work:
 1. Restaurants
 2. Catering services
- C. Establishments selling or serving alcoholic beverages for consumption on or off the premises

18.19A.050 Uses prohibited.

All uses not listed in Sections 18.35.030 and 18.35.040 are deemed to be expressly prohibited, except those determined to be similar pursuant to the provisions of Section 18.42.040. No similar use determination may be made for the following specific uses, which are deemed to be incompatible with the uses permitted in the C-3 zone and are therefore prohibited:

- A. Residential:
 1. Any residential units other than live-work north of Main Street
- B. Commercial:
 1. Any commercial uses other than live-work south of Main Street
 2. Fitness and training facilities
- C. Live-work:
 1. Industrial uses
 2. Wholesaling and warehousing
 3. Outdoor sales
 4. Adult-oriented businesses as defined by Section 18.62.020.G

18.19A.060 Property development standards.

The property development standards set forth in this section shall apply to all land and buildings in the AMU zone.

- A. Lot area: 0.5 acres.
- B. Lot dimensions: minimum lot width of 92 feet. No minimum or maximum lot depth.

- C. Density: 18 dwelling units per acre maximum.
- D. Building height: 3 stories and 45 feet maximum.
- E. Setbacks and building separation—minimum requirements:
 - 1. Street front: 22 feet.
 - 2. Sides and rear abutting property lines: 5 feet.
 - 3. Commercial building to commercial building: 15 feet.
 - 4. Commercial building to residential building: 15 feet.
 - 5. Live-work building to residential building: 10 feet.
 - 6. Live-work building to live-work building: 10 feet.
 - 7. Residential building to residential building: 10 feet.
- F. Parking:
 - 1. Residential and live-work: 2 spaces per unit plus 0.5 per unit for guest parking.
 - 2. Commercial: 1 space per every 175 gross square feet.
- G. Open Space:
 - 1. Commercial: 10% of commercial gross square feet.
 - 2. Live-work: 100 square feet per unit.
 - 3. Residential: 150 square feet per unit.
- H. General provisions set forth in Section 18.42.010.

18.19A.070 Design criteria.

The design standards set forth in this section shall be used to review site plans, building plans and use permits for all development within the AMU zone and the residential design criteria in section 18.42.190. In the case of conflicting design criteria, this Section shall prevail.

- A. Site design: the following principles intend to establish an engaging street edge defined by the orientation and placement of buildings fronting major streets.

1. Building orientation: buildings and major pedestrian entrances must be oriented towards centers of activity, specifically, a primary street frontage or public plaza.

- a. All primary ground-floor common entries or individual dwelling unit entries fronting on public or private streets must be oriented to the street, not to the interior or to a parking lot.

- b. Entrances at building corners may be used to satisfy this requirement.

2. Setback encroachments: restaurant facilities and retail may encroach into the street setback as permitted by the City under an approved encroachment permit up to a maximum of eight feet from the building frontage, provided at least four feet of unobstructed walkway is maintained.

B. Architecture: the following principles intend to promote quality design.

1. Siding materials: plain concrete block, plain concrete, plywood, sheet pressboard, or vinyl panels are prohibited. Siding should be of high quality materials that weather well over time;

2. Color: colors must include a base color and two or more accent colors for each building. Colors must be selected from the approved color palette adopted by resolution of the City Council;

3. Multiple story structures: each subsequent story above the second story shall be set back from the story below by a minimum of eight feet. Architectural features, private open spaces, and patios may encroach up to fifty percent into the multiple story setback area, up to the wall face of the lower story;

4. Building facade: street-facing facades must be architecturally enhanced through the use of the architectural features listed below:

- a. Maximum total wall plane without windows or entrances (on any facade) should not exceed thirty percent of the first story wall;

- b. A minimum of 60 percent of the street-facing facade between two feet and eight feet in height must be comprised of clear windows that allow views of indoor space or product display areas;

5. Architectural details listed below must adhere to the following:

- a. Architectural projections, such as bays, dormer windows, sun-control devices, un-roofed porches, cornices, belt courses and appendages such as water tables, sills, capitals, and bases, may encroach into the required setback by up to eighteen inches:

- b. Balconies and porches are encouraged to create distinction between units, but are not required,
 - c. Awnings, if used, must be broken into segments that mirror the door and window openings beneath them,
 - d. Canopy posts may not be placed within the public right-of-way;
6. Window placement shall reflect the use:
- a. For commercial uses, large windows shall front onto major pedestrian thoroughways to promote exposure and visibility,
 - b. For residential uses, windows shall face away from loading areas, docks, and trash storage areas.
7. A lighting plan is required for any new construction pursuant to section 18.42.150 and 18.42.190.H.

SECTION 19. Section 18.20.050.A.7 of the Gardena Municipal Code is hereby amended to read as follows:

7. Other Standards. To the extent not otherwise addressed in this chapter, the provisions of Chapter 18.42 as shown in the table in Section 18.42.010 shall also apply to multi-family residential and residential mixed-use housing projects.

CHAPTER 18.21 - HOUSING OVERLAYS (HO-3, HO-4, HO-5, AND HO-6)
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SECTION 20. Chapter 18.21 (Housing overlays (HO-3, HO-4, HO-5, and HO-6)) of the Gardena Municipal Code is hereby **ADDED** as follows:

Chapter 18.21
HOUSING OVERLAYS (HO-3, HO-4, HO-5, AND HO-6)

18.21.010 Housing overlays.

Gardena has few vacant or underutilized properties within the existing residential zones to accommodate residential growth without fundamentally changing residential land use policy. To accommodate residential demand, housing overlays are created that are placed over commercial- and industrial-zoned properties that are considered viable for housing development. The overlays provide for four density categories progressing from 12-20 units/acre to 51-70 units/acre. The overlays are designated HO-3 through HO-6 with HO-3 representing the overlay with the lowest density and HO-6 the highest density.

18.21.020 Superimposed nature of housing overlays.

Land classified in the housing overlays shall also be classified in one or more underlying commercial or industrial zones. Property so classified shall be identified on the zoning map by both the underlying zone and the housing overlay. The regulations set forth in this chapter shall be in addition to those regulations in other chapters of this title. In the event of conflict between the provisions of the applicable housing overlay and the underlying zone, Chapter 18.42 (General provisions), the provisions of the housing overlay shall prevail when residential uses are part of the development. If the housing overlay is silent on any development standard, the controlling development standards shall be in the following order: housing overlay, 18.42 (General provisions); and then the underlying zone.

18.21.030 Permitted uses in housing overlays.

The following uses shall be permitted in the housing overlays:

A. Residential developments and residential mixed-use housing projects that comply with the residential design criteria of Section 18.42.190, subject to the density and development standards of the applicable overlay, and subject to the site plan review provisions of Chapter 18.44.

B. Mixed residential and commercial developments are permitted in commercial zones only. Industrial-residential mixed-use is not permitted.

1. Commercial uses in mixed-use developments are permitted, conditionally permitted, or prohibited in the same way they are permitted in the underlying zone. All conditions and limitations on the use within the underlying zone apply to the commercial portion of the development;
2. Residential portion of mixed-use follows development standards of the applicable overlay.

C. Transitional and supportive housing are permitted subject only to those restrictions that apply to other residential dwellings of the same type within the overlay.

D. Commercial and industrial uses permitted in the underlying zone are subject to the provisions of the underlying zone only.

18.21.040 Prohibited uses in housing overlays.

The following uses shall be explicitly prohibited in the housing overlays:

A. Short-term rentals.

18.21.050 Development standards for all housing overlays.

The property development and design standards set forth in this section shall apply to land and buildings within the HO-3, HO-4, HO-5, and HO-6 for a residential or mixed-use project. In the event of a conflict with standards or requirements within other chapters of this title, the provisions in this section shall prevail.

A. Lot dimensions:

1. Minimum lot width at street frontage: 50 feet;
2. No minimum or maximum lot depth.

B. Minimum lot area:

1. In HO-3, HO-4, and HO-5: 5,000 square feet;
2. In HO-6: 0.5 acres.

C. Yards: Minimum setbacks measured from property lines:

1. Front yard: 10 feet;
2. Side yard:
 - a. 5 feet for first two stories of a building;
 - b. 10 feet for corner lots (street-facing side only);
 - c. 10 feet for stories above the second floor.
3. Rear yard:
 - a. 15 feet if adjacent to R-1 or R-2 zoned property;
 - b. 5 feet in all other circumstances.
4. Minimum distances between buildings on the same site: notwithstanding any other provision of this code to the contrary, the following shall apply:

Between residential, commercial, and mixed-use	10 feet
Residential side to side	10 feet
Residential front to side	15 feet
Front to front with interior court	20 feet
Front to front with driveway between	30 feet
Residential to accessory structure	6 feet

D. Maximum building height:

1. In all housing overlays, 40 feet for any portion of a structure that is within 20 feet of:
 - a. R-1 or R-2 zoned property; or
 - b. a property line abutting a collector or local street.
2. For the remaining portions of a structure, the maximum height is as follows:
 - a. HO-3:
 - i. 40 feet and 3 stories for residential only structures;
 - ii. 55 feet and 4 stories for mixed-use structures with ground floor commercial.
 - b. HO-4:
 - i. 55 feet and 4 stories for residential only structures;
 - ii. 65 feet and 5 stories for mixed-use structures with ground floor commercial.
 - c. HO-5:
 - i. 65 feet and 5 stories for residential only structures;
 - ii. 75 feet and 6 stories for mixed-use structures with ground floor commercial.
 - d. HO-6:
 - i. 75 feet and 6 stories for residential only structures;
 - ii. 85 feet and 7 stories for mixed-use structures with ground floor commercial.
3. An additional five feet of structural height without usable floor area is permitted for architectural projections in all overlay zones.

E. Density and intensity: For developments involving residential alone or as part of a mixed-use project, the minimum and maximum residential densities are as follows:

	minimum density (du/acre)	maximum density (du/acre)
HO-3	12	20
HO-4	21	30

HO-5	31	50
HO-6	51	70

F. Minimum unit size:

1. 400 square feet;
2. No minimum dwelling unit size shall be required for an affordable housing unit where the applicant enters into an affordable housing agreement with the city to be recorded against the property to ensure continued affordability of all moderate, low, and very low income rental units for at least fifty-five years or where the applicant enters into an equity sharing agreement for all for-sale affordable housing units upon the same terms and conditions as in Section 18.43.045.D.

G. Usable open space: A minimum of 150 square feet of outdoor usable common or private open space shall be provided per dwelling unit in accordance with the requirements of Section 18.42.065.

H. Off-street parking: the provisions of Chapter 18.40 shall apply, with the following exceptions or additions:

1. Minimum residential parking requirements:
 - a. Studio units: 1 parking space per unit;
 - b. 1 and 2-bedroom units: 1.5 parking spaces per unit;
 - c. Units with more than 2 bedrooms: 2 parking spaces per unit.
 - d. Unless reduced or eliminated by applicable state law, units that are affordable to low-, very low-, or extremely low-income households, senior housing, and special needs or supportive housing shall provide parking at the rates specified in Section 18.43.090.B.
2. Tandem and mechanical parking:
 - a. Residential parking may be satisfied by tandem spaces where parking is assigned to a single residential unit. Two-level mechanical vehicle lifts are to be treated as tandem and subject to the same restrictions. Unassigned parking and parking assigned to different units may not be tandem;
 - b. Mechanical or robotic parking structures that accommodate three or more vehicles are permitted subject to the development standards applicable to a residential structure;

3. Parking for residential units on lots less than 10,000 square feet shall be directly accessible to the street system via an alley, if available, otherwise as follows:
 - a. Local street, if available;
 - b. If no alley or local street is available, then a collector street;
 - c. If no alley, local or collector street is available, then an arterial.
4. Residential lots of 10,000 square feet or greater shall not provide direct vehicular access to an alley. Parking shall be directly accessible to the street system via a local street, if available, otherwise as follows:
 - a. If no local street is available, then a collector street;
 - b. If no local or collector street is available, then an arterial.
5. Parking for commercial and guest parking shall be directly accessible to the street system via an arterial, if available, otherwise as follows:
 - a. Collector street, if available;
 - b. If no arterial or collector streets are available, then a local street.
6. Guest Parking spaces required:
 - a. 0.25 space per unit in all residential and mixed-use developments unless reduced or eliminated by applicable state law;
 - b. Guest spaces in a mixed-use project may not be tandem.
7. Shared parking between commercial and residential guest spaces is permitted in mixed-use developments as follows:
 - a. Only guest parking spaces that are directly accessible to both commercial customers and residential visitors may be used as shared parking. The percentages below are applied only to guest parking that meets this criterion. "Directly accessible," as used here shall mean: 1) using the same curb cuts and driveways as the commercial parking; and 2) not being separated from commercial or residential pedestrian entry points by a wall, fence, gate, berm, or other similar barrier.
 - b. Commercial space developed as office: 75% of the guest parking spaces may also be counted toward required commercial parking;
 - c. Commercial space developed as retail: 50% of the guest parking spaces may also be counted toward required commercial parking;

- d. Commercial space developed as a restaurant: 20% of the guest parking spaces may also be counted toward required commercial parking;
- e. Commercial space developed for any use other than those listed above shall be considered retail for the purpose of this calculation;
- f. If more than one type of commercial use is developed within the commercial space, shared parking shall be determined by the use with the lowest sharing percentage. If circumstances indicate that a higher sharing percentage may be warranted, this may be allowed subject to the following:
 - i. The applicant pays for a shared parking study to be commissioned by the City which shows that the number of spaces being provided is sufficient for shared parking use; and
 - ii. A declaration of restrictions is recorded against the property which provides that there shall be no change in uses allowed without a subsequent parking study that verifies that the number of parking spaces provided is sufficient for shared parking use; and
 - iii. The applicant complies with any conditions required by the parking study to ensure there is sufficient parking.
 - iv. The Planning Commission shall approve shared parking under the process set forth in Chapter 18.44 for site plan review.

8. Bicycle Parking.

- a. Long-term bicycle parking shall be provided at the rate of one space per every four residential units. Long-term spaces shall be covered, lockable enclosures with permanently anchored racks for bicycles, lockable bicycle rooms with permanently anchored racks, or lockable, permanently anchored bicycle lockers. This requirement shall not apply to any unit which has an enclosed two-car garage.
 - b. Short-term bicycle parking shall be provided at a rate of 5% of required visitor parking, with a minimum of one two-bike capacity rack. Such parking shall be by means of permanently anchored bicycle racks.
- I. Signs: the provisions of Chapter 18.58 shall apply;
 - J. Storage space: A minimum of 80 contiguous cubic feet of private secure storage space shall be provided for each dwelling unit with a minimum dimension of 2 feet in any direction. Bicycle lockers satisfy this requirement, but bedroom closets and kitchen and bathroom cabinets do not; and
 - K. General provisions as set forth in the table found in section 18.42.010; and

18.21.060 Building separation within a project.

- A. Between a residential and commercial or mixed-use building: 15 feet;
- B. Between residential buildings: 10 feet.

18.21.070 Phasing of mixed-use developments.

New mixed-use projects shall include construction of both the residential and non-residential parts concurrently.

CHAPTER 18.40 – OFF-STREET PARKING AND LOADING

SECTION 21. Subsections I, J, and O of Section 18.40.060 of the Gardena Municipal Code are hereby amended to read as follows; except as amended, all other sections remain the same:

I. Drainage and paving.

1. Drainage from parking lots to the public rights-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.

2. The applicant shall be responsible for the construction of all on-site drainage facilities and provide a drainage plan. This will include Low Impact Development (LID) referring to systems and practices that use or mimic natural processes that result in the infiltration, evapotranspiration or use of Stormwater in order to protect water quality.

3. The applicant shall demonstrate compliance with the Construction Stormwater Program of the State Water Resources Board and the applicant must implement Best Management Practices, to the satisfaction of the Building Official, during construction to prevent construction materials and soil from entering the storm drain.

4. Parking areas shall be graded to drain and shall be paved with not less than two inches finished thickness of asphaltic pavement laid on not less than four inches of base material, or not less than four inches of finished thickness of Portland cement concrete.

J. Patrons or employees of an occupant of a commercial or industrial building shall not be charged for the use of parking spaces designated toward providing the minimum parking requirements. The provisions of this subsection shall be inapplicable to any project whose minimum parking requirements are in whole or in part met by public parking provided by the Gardena Parking Authority pursuant to Section 18.40.110.

* * *

O. Screening of parking facilities

1. A ~~thirty~~30 to ~~forty-two~~42 inch masonry/ or other decorative wall, landscape screen or landscaped berm shall be provided between the property line and surface parking spaces-lots located along street frontages, and between driveway aisle and parking spaces, which face main entrances to new, expanded or reconfigured parking facilities.

2. Such walls or landscape berms shall be set back from the property line and the area between the property line and wall or berm shall be landscaped. The height of the wall or berm shall be measured from the finished grade of the parking space;

3. Parking structures and all mechanical vehicle lifts shall be screened as follows:

a. Parking structures that do not have solid walls facing the property lines shall incorporate screening on those sides by means of metal mesh or slats that are no less than 50% solid material.

b. Mechanical vehicle lifts must be screened by the walls of a structure.

SECTION 22. Subsections A and B of Section 18.40.090 of the Gardena Municipal Code are hereby amended to read as follows:

18.40.090 Landscape regulations for parking areas.

A. Landscape plans for parking areas shall be submitted in accordance with Section 18.42.075A,B and landscape shall be maintained in accordance with Section 18.42.075D,F.

B. ~~For commercial and industrial developments,~~ The amount of landscaping required shall be not less than five percent of the total paved area utilized for driveways and open parking areas. Said landscaping shall be evenly distributed throughout the parking areas wherever feasible. Any unused space resulting from the design of the parking spaces shall be landscaped. This requirement does not apply to indoor parking areas.

CHAPTER 18.42 – GENERAL PROVISIONS

SECTION 23. Section 18.42.010 of the Gardena Municipal Code is hereby amended to read as follows:

Section 18.42.010 Scope.

A. The general provisions set forth in this chapter shall apply to development regulated by this title.

B. Development standards for residential, mixed-use, and overlay zones apply as set forth below.

Table 18.42 - 1

	R-1	R-2	R-3	R-4	R-6	MUO	AMU	C-R	HO
18.42.065 – Open Space – Residential uses	-	A	A	A	A	A	-	A	A
18.42.070 – Fences and walls	A	A	A	A	A	A	A	A	A
18.42.075 – Landscape regulations	-	A	A	A	A	A	A	A	A
18.42.080 – Setbacks for streets/alleys	A	A	A	A	A	A	-	A	A
18.42.085 – Commercial/Industrial setbacks	-	-	-	-	-	-	-	-	-
18.42.090 – Swimming pool	A	A	A	A	A	A	A	A	A
18.42.095 – Residential design	A	-	-	-	-	-	-	-	-
18.42.100 – Permitted projections	A	A	A	A	A	A	A	A	A
18.42.110 – Intersection visibility	A	A	A	A	A	A	A	A	A
18.42.120 – Residential design criteria	-	A	A	A	A	A	A	A	A
18.42.130 – Refuse enclosures	-	-	A	A	A	A	A	A	A
18.42.140 – Utilities and mechanical equipment	-	A	A	A	A	A	A	A	A
18.42.150 – Security and lighting plan	-	A	A	A	A	A	A	A	A
18.42.160 – Reverse vending machines	-	-	-	-	-	-	-	-	-
18.42.170 – Pedestrian amenities	-	-	A	A	A	A	A	A	A
18.42.180 – Display of addresses	A	A	A	A	A	A	A	A	A
18.42.190 – Pet relief area	-	-	A	A	A	A	-	A	A
18.42.200 – Pre-permit requirements	-	A	A	A	A	A	A	A	A
18.42.210 – Post-permit requirements	-	A	A	A	A	A	A	A	A

“-” means not applicable; “A” means the standard applies

SECTION 24. Section 18.42.065 of the Gardena Municipal Code is hereby amended to read as follows:

18.42.065 Open space - Residential uses.

A. Open space may be either private or common.

1. "Private open space" must be directly accessible from the individual dwelling unit and may be in the form of patios, decks, balconies, and roof decks.
2. "Common open space" must be accessible to all residents and may include plazas, courtyards and paseo areas. "Open space" shall not include: sidewalks; parking areas; garages; driveways; turning aisles; storage areas; refuse areas; or areas inaccessible to residents.

B. Dimensions.

1. All common areas shall have a minimum continuous area of 150 ~~one hundred fifty~~ square feet and no dimension less than eight feet in any zone;
2. Except for balconies, patios, and decks, private open space in the ~~R-2, R-3 and R-4~~ zones shall have a minimum continuous area of one hundred fifty 150 square feet and no dimension less than eight feet;
3. ~~Except for balconies, patios, and decks, private open space in the MUO or C-R zone shall not have any dimension less than eight feet;~~
43. Private balconies, patios, and decks shall have a minimum area of ~~forty~~ 40 square feet and no dimension less than four feet.

C. ~~Landscaping. All usable open space, excluding private balconies, patios, decks, designated common game areas, and fenced private swimming pool areas, shall be landscaped. Common swimming pool areas may be landscaped if feasible. Not less than 10 percent of the area devoted to outdoor open space must be planted and irrigated pursuant to Section 18.42.075.~~

D. An outdoor swimming pool, jacuzzi, or hot tub (including surrounding decks or walkways) may be substituted for up to 50 percent of open space.

DE. Indoor Areas. Indoor areas improved and designated for the leisure and recreational use of all the residents may contribute to a maximum of ten percent of the usable open space requirement. Indoor common recreation or gathering spaces may be counted as common space if it is immediately adjacent to and accessible from a common area and does not exceed 25 percent of the total required common open space.

SECTION 25. Subsections A and C of Section 18.42.070 of the Gardena Municipal Code are hereby amended to read as follows; all other provisions remain the same:

18.42.070 Fences, ~~hedges~~ and walls.

For purposes of this section the term “fence” includes a “wall”

A. Height.

1. Residential Uses. A fence, ~~hedge or wall~~ not more than eight ~~seven~~ feet in height may be located along the side or rear property lines.

2. Residential front yard fences shall be composed of only the following materials: wood, wrought iron, tubular steel, stone, brick, stucco, or decorative block such as slump stone or split-faced block. If the fence consists of wrought iron or tubular steel, it shall be interspersed with stone, brick, stucco, or decorative block at a minimum of every eight feet for aesthetic reasons.

a. Driveway gates shall be set back at least a minimum of twenty feet from front or corner side yards.

b. Driveway gates abutting alleys shall be located at least a minimum of twenty-five feet from the opposite side of the alley.

c. Except as provided by subsection A.2.d of this section, fences and hedges, in the front yard setback shall have a maximum height of three and one-half feet for interior lots and three feet for corner lots in the required front yard setback area. Fences in the front yard beyond the setback shall not exceed ~~seven~~ eight feet in height.

d. In cluster developments that provide perimeter fencing, fences in the front yard setback may be up to ~~seven~~ eight feet in height provided the following requirements are met:

i. The fence shall consist of wrought iron or tubular steel and shall be interspersed with stone, brick, stucco, or decorative block at a minimum of every eight feet for aesthetic reasons; and

ii. There is a minimum of five feet of landscaping between the front of the fence and the back of the sidewalk area closest to the fence.

3. Nonresidential Uses. A fence, ~~hedge or wall~~ not more than eight feet in height may be located along the side or rear property lines. A fence or hedge ~~or wall~~ shall have a maximum height of three and one-half feet for interior lots and three feet for corner lots in the required front yard setback area when such setback is required pursuant to the provisions of this code.

a. Nonresidential fences shall be composed of only the following materials: wrought iron, tubular steel, stone, brick, stucco or decorative block such as slump stone or split-faced block.

- b. Nonresidential fences ~~and walls~~ located on street frontages shall have a minimum three-foot landscape setback.
- 4. Nonresidential Parking Lot Abutting Residential Zone. Wall enclosure requirements shall be as follows:
 - a. Where a commercial or industrial parking lot abuts property in a residential zone, a decorative masonry wall at least eight feet in height shall be constructed along the abutting property line. Such walls shall uniformly step down to a height of three and one-half feet within the required front yard setback area of the adjacent property.
 - b. Where a commercial or industrial parking lot is adjacent to a street or highway, a decorative masonry wall three feet in height or a landscape hedge shall be constructed to serve as a visual screen.

* * *

C. Measurement of Fences. When a fence, wall or landscaping treatment of a specified height is required as a condition of approval to a development request, and there is substantial difference in the finished grade on either side of such fence, the height shall be measured from a grade on the higher side ~~as determined by the community development director in order to protect the safety and general welfare of affected property owners.~~

SECTION 26. Section 18.42.075 (Landscape regulations) of the Gardena Municipal Code is hereby amended as follows; all other sections remain the same:

18.42.075 Landscape regulations.

A. For the purposes of this section, the following definitions shall apply:

1. “High water use plants” means plants listed as “high” water use on the WUCOLS plant list for Region 3. The list can be found at:

<https://ucdavis.app.box.com/s/sunee4loougi2cmnfegqmbax1mpvmyv0>.

2. “Water efficient” means using plants listed as “low” or “very low” water use on the WUCOLS plant list for Region 3. The list can be found at:

<https://ucdavis.app.box.com/s/sunee4loougi2cmnfegqmbax1mpvmyv0>.

3. “WUCOLS” is Water Use Classification of Landscape Species published by California Center for Urban Horticulture, University of California, Davis and can be found at:

<http://ucanr.edu/sites/WUCOLS/>.

AB. A complete landscaping plan shall accompany site development plans for all newly constructed or expanded buildings or structures in all the multi-family residential, commercial, and industrial zones. This requirement shall not apply to the following:

1. A change in use, involving no addition or alterations to buildings or parking layout;
2. An addition to or alteration of any building or structure required by other provisions of this code or state laws;
3. An addition to or alteration of any building or structure, which does not exceed five hundred square feet.

BC. The landscaping plan shall include:

1. The botanical and common names of the plants ~~listed alphabetically~~ with a key ~~number assigned~~ to each plant so it can easily be located on the plan;
2. The size and quantity of the plants;
3. The spacing and design of landscape material.

CD. For commercial and industrial developments, the amount of landscaping required in parking areas and size of planting materials shall be as set forth in Section 18.40.090.

E. Plants

1. At least 75% of plantings must be water efficient plants and not more than 5% may be high water use plants or turf grass. California native plants are encouraged, but plants native to other Mediterranean climates (including South Africa and Australia) are permitted.
2. Trees must be a minimum of 24 inch box size. Shrubs must be a minimum of 1 gallon size.
3. Landscaping shall be placed to not obstruct pedestrian pathways when the plants reach mature size.

DE. Landscape maintenance requirements shall be as follows:

1. An automatic sprinkler or irrigation system shall be installed and permanently maintained in working order.
 - a. The system must include controllers that utilize either evapotranspiration or soil moisture sensor data utilizing non-volatile memory.
 - b. Metal cages, painted green, shall be used to protect irrigation check valves and controllers.

- c. All above ground piping, such as double detector check valves, shall be placed behind the front setbacks and shall be screened with landscaping and painted green.
- d. Protective bollards shall be of a decorative type and/or painted green where appropriate.
- 2. All landscaping shall be permanently maintained in thriving condition.
- 3. Lawn and ground covers shall be trimmed or mowed regularly. All planted areas shall be kept free of weeds and debris.
- 4. Adjustments, replacements, repairs and cleaning of plant material shall be a part of the regular maintenance.
- 5. Stakes, guys, and ties on trees shall be checked regularly for correct function. Ties shall be adjusted to avoid creating abrasion or girding on trunks or branches.

G. Non-planted areas:

- 1. Seating areas, fire pits, patios, and shade structures, etc., may be substituted for up to 50% of the planted area requirement. These areas may be paved with brick or stone pavers, decomposed granite, raised wood or artificial wood platforms, or decorative concrete pavers.
- 2. Poured concrete and asphalt are not permitted except to provide accessible pathways and courts for sports such as tennis and basketball.
- 3. Hardscape, such as stone, gravel, decomposed granite, and pavers, may be use in front and side setbacks as follows:
 - a. Hardscape may not exceed 50% of the required setback area;
 - b. Hardscape in required open space shall not exceed 90% of the total open space area;
 - c. All hardscape in the front setback area must be buffered from the public right-of-way by a minimum four foot landscaped strip that must be:
 - i. Planted with living plant materials pursuant to subsection E above; and;
 - ii. Be irrigated pursuant to subsection F above;
- 4. Sculptures, shade structures, fountains, and other constructed or erected features are limited to not more than 20% of the front yard or more than 50% of required open space;

5. Water features: Except for birdbaths, only recirculating water features may be used.

SECTION 27. Section 18.42.120 of the Gardena Municipal Code is hereby amended to read as follows:

18.42.120 Distance between buildings Residential design criteria.

~~Zones in which tall buildings are permitted: In all zones where buildings of three or more stories in height are permitted, the requirements for space between buildings on the same site shall be increased two and one-half feet for each story, or fraction thereof, above the second story.~~

A. Multi-family site design:

1. In residential zones:

- a. Multi-family buildings with ground floor units fronting a street shall have the pedestrian entrances to those units facing the street; or
- b. Where a courtyard is provided with units on at least two sides, the main pedestrian entrances may all face the courtyard provided there is direct pedestrian access to the courtyard from the public right-of-way;
- c. For townhomes and apartments not fronting on a public street, the main pedestrian entrances, private or common, shall be oriented toward walkways within the development.

2. In commercial zones:

- a. Ground floor residential units need not have their primary pedestrian entrances facing the street;
- b. On a corner lot, units fronting on a secondary street may provide the primary pedestrian entrances facing that street;
- c. For mixed use developments, the primary residential pedestrian entrances may not be shared with commercial unit entrances.

B. Massing and articulation.

1. Buildings shall have major massing breaks at a minimum of every 25 feet along any street frontage by stepping back upper floors (above second floor) by 10 feet for a minimum of 50% of the facade width.
2. Variations in wall plane (projection or recess) of a minimum of 2 feet are required for a minimum of 25 percent of all facades of first and second stories.

3. Entries must be recessed or under a roof projection, such as a transom or porch, with a minimum area of 24 square feet. Fabric awnings do not satisfy this requirement.

4. Vertical ornamental elements, such as pilasters, if used, must protrude a minimum of 4 inches from the wall surface and extend from the ground or floor to the full height of the wall segment to which it is attached.

C. Exterior surfaces

1. On all exterior structure, wall, and fence surfaces, except those noted in Subsection 2 below, at least two exterior surface materials and colors are required on each building elevation and are limited to:

- a. Stucco (smooth or rough);
- b. Stone or brick veneer;
- c. Wood (or equivalent), fiber cement, or metal cladding (siding), horizontal or vertical orientation;
- d. Metal, provided they have a non-reflective coating or have the property of being non-reflective;
- e. Other materials, provided they do not cover more than 25% of building elevations facing public streets. These materials include, but are not limited to, tile, and decorative concrete blocks—which are blocks that are textured or colored other than unstained concrete.

2. The following structure surfaces are exempt from Subsection C.1 above:

- a. Metal mesh or slats may be used on the entire surface or parking structures; and
- b. Glass.

3. Prohibited exterior materials include the following:

- a. Concrete masonry units (CMU);
- b. Aluminum, galvanized steel, or corrugated metal panels;
- c. Plywood and T1-11 siding;
- d. Vinyl or plastic panels;
- e. Mirrored glass;
- f. Glossy tiles.

4. Exterior colors: for all structures, including buildings, walls, and fences, the following shall apply:

- a. Colors must include a base color and at least one accent or trim color for each building.
- b. Only colors on the approved exterior color palette list, as adopted by City Council resolution, are permitted by-right, except as set forth below. Accent or trim colors that are not included on the approved color palette list are allowed provided they do not exceed 15 percent of the total surface area on each elevation of the building.
- c. Stone veneer, approved metals, and wood, both stained and unstained, are not subject to the exterior palette list;

D. Roofs.

1. Rooflines shall be vertically articulated at a minimum of every 48 feet along the street frontage through one of the following techniques:

- a. A change in wall or roof height of a minimum 2 feet;
- b. A change in roof form; or
- c. The inclusion of dormers, gables, or parapets

2. Materials for sloped roofs may be one of the following:

- a. Composition shingles;
- b. Flat concrete tiles;
- c. Curved terracotta tiles;
- d. Glazed tiles; or
- e. Standing seam metal.

3. Eaves

- a. Minimum projection from walls is 8 inches;
- b. Maximum projection from walls is 24 inches.

4. Flat roofs must have a minimum 3-foot parapet wherever it meets an exterior wall.

E. Main entry. Main entry doors must be recessed by a minimum of 4 inches or be surrounded by molding at least 3.5 inches wide and projecting from the wall not less than

3/4 of an inch. Side lights, transoms, pilasters, and other decorative entry features must also be recessed or trimmed in the same manner as the door.

F. Windows.

1. All windows must be recessed by a minimum of 4 inches or be surrounded by molding at least 3.5 inches wide and projecting from the wall not less than 3/4 of an inch.
2. Window frames must be wood, vinyl, or equivalent. Aluminum framed windows are prohibited.

G. Trellises

1. Attached and detached trellises are permitted provided any posts, brackets, or other supporting elements do not encroach into setbacks;
2. The top horizontal elements may project into setback areas not more than 18 inches.
3. Plants that are supported by a trellis may not extend more than the top horizontal elements if adjacent to a property line.

H. Lighting. In addition to the development standards of 18.42.150, the following design criteria apply to all Multi-Family residential developments:

1. All exterior light bulbs and LEDs must be enclosed on the top and sides when mounted to the side of a building, a pole, or other structure. The enclosing material may be glass, plastic, or metal, except that;
 - i. Suspended light strings may have exposed bulbs; and
 - ii. Holiday lights are exempt from this subsection.
2. All exterior lighting fixtures on the same building shall be of the same manufacturer and shall be of the same design, materials, and color. Size may vary if design, materials, and color are consistent.
3. All pole- or bollard-mounted lighting must be of the same manufacturer and of the same size, design, materials, and colors.
4. All light poles, standards, and fixtures shall not exceed a height of 16 feet measured from finished grade. The maximum 16 feet in height shall include all elements of the light, such as pole and light fixture combined.

I. Balconies, porches, and other projections.

1. All projections into the setback areas are subject to the restrictions found in Section 18.42.100.

2. Awnings, if used, must be broken into segments that mirror the door and window openings beneath them.

SECTION 28. Section 18.42.130.A of the Gardena Municipal Code is hereby amended to read as follows:

18.42.130 Refuse Enclosures.

A. Residential.

1. All trash containers shall be stored so they are not visible from the public right-of-way.
2. For all multi-family dwellings ~~in excess of four units, refuse enclosures shall be provided as required by Chapter 8.20~~ that do not use individual trash containers, trash, recycling, organic waste, and green waste bins or dumpsters shall comply with one of the following:
 - a. The enclosures are located on the rear half of the property, housed in covered enclosures with an opaque gate that screens the trash receptacles and the enclosures shall be constructed of the same wall material and color as the nearest building within the development; or
 - b. The enclosures are to be housed in a non-required parking area within a parking structure; or
 - c. The enclosures are to be enclosed within a building envelope;
3. Stand-alone trash enclosure structures located adjacent to or within a landscaped area shall be planted with climbing vines to cover adjacent exterior surfaces.

SECTION 29. Section 18.42.140 of the Gardena Municipal Code is hereby amended to read as follows:

18.42.140 Enclosure of Utilities and mechanical equipment.

- A. Utilities that service the site shall be undergrounded from the point of connection to the utility to the structures or meters for the units. This includes utilities servicing the property through pipes, wires, or cables.
- B. All mechanical equipment, plumbing lines, heating and cooling units and storage tanks and ductwork, roof or ground mounted, shall be incorporated into the building envelope. ~~When that is not feasible, all such items or~~ shall be screened on all sides with solid material as follows so that no part of the equipment is above the enclosure or

screening; architecturally compatible with the main structure or when located at ground level, may be screened with landscaping

1. Ground-mounted equipment shall be screened with the same material and colors as the building it serves. Alternatively, when located at ground level, the equipment may be screened with landscaping.

2. Roof-mounted equipment shall be screened with either the same material and colors as the building it serves, wood, or metal. Vertical slats may be used such that no more than 20 percent of the screening material is open for air circulation. All screening must be painted to exactly match the closest painted surface of the building it serves and must be a color from the approved color palette. Such screening shall be maintained at all times.

SECTION 30. Section 18.42.150 of the Gardena Municipal Code is hereby amended to read as follows:

18.42.150 Security and lighting plan.

Complete security and lighting plans shall accompany all site development plans for multi-family development of four or more units and commercial and industrial developments to ensure that safety and security issues are addressed in the design of the development.

A. Intensity

1. Lighting plans for commercial and industrial developments shall demonstrate an average of two footcandles with no single point less than one footcandle for all public/common areas;

B2. Lighting plans for multi-family developments shall demonstrate an average of one footcandle for all public/ and common areas.

B. All entries, parking areas, trash enclosures, active outdoor areas, and pedestrian pathways shall include dusk to dawn lighting for safety and security.

C. Security lighting shall not be directed beyond the property lines.

SECTION 31. Section 18.42.170 of the Gardena Municipal Code is hereby amended to read as follows:

18.42.170 Pedestrian amenities.

A. Pedestrian access via walkways that are at least ~~forty-four~~48 inches wide shall be delineated by decorative material, pavers or stamped concrete for each new residential unit except as described in B below. The delineated walkways are required to provide primary access to each unit from the public right-of-way;

B. Pathways to accessible units as well as pathways that connect such units to common areas, such as mailboxes, lobbies, amenities, disposal facilities, and parking areas shall have smooth concrete surfaces.

SECTION 32. Sections 18.42.190 through 18.42.210 are hereby **ADDED** to the Gardena Municipal Code to read as follows:

18.42.190. Pet relief areas

A. Multi-family developments of 10 units or more and where pets are permitted shall provide a pet relief area subject to the following standards. In buildings where residents cannot keep pets, this section is not applicable;

B. Location: Pet relief areas must be outside in an area that is accessible to all resident pets of the building and not less than 15 feet from public sidewalks and not less than 10 feet from any building entrances;

C. Size: the pet relief area shall be a minimum of 40 square feet for developments of 10-40 units and 60 square feet for larger developments;

D. Ground material: Ground surface material should be pea gravel or artificial turf;

E. Screening: Area shall be screened from adjoining spaces by a minimum three foot wall or hedge;

F. Amenities: At least one post, a minimum two feet high, preferably shaped like a fire hydrant, shall be provided in the pet relief area;

G. Cleaning supplies: The pet relief area shall be supplied with disposal bags, a trash bin, and a water connection for a hose.

18.42.200 Pre-permit requirements.

A. The applicant shall submit a Final Geotechnical Investigation for City review and approval and comply with its recommendations and any revisions deemed necessary by the City's Building Official.

B. Air quality. The project shall comply with the objective standards of the South Coast Air Quality Management District (SCAQMD) Rule 403 for fugitive dust control, rule 1113 for architectural coatings, Rule 1403 for asbestos containing materials, and regulation XIII for new on-site nitrogen oxide emissions.

C. The applicant shall prepare construction and demolition waste recycling plans for review and approval by the Building Division. Applicant shall enroll in the city's waste diversion program.

D. Prior to building permit issuance, the applicant is required to demonstrate to the Building Division that the HVAC units, if used, that are proposed to be installed on the site comply with the Chapter 8.36 (noise ordinance).

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

1. 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.

2. 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.

3. During construction, equipment staging areas shall be located such that the greatest distance is between the staging area noise sources and noise-sensitive receptors.

4. Per Gardena Municipal Code Section 8.36.080, construction 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.

F. The applicant shall submit a sewer capacity study for all projects in accordance with the Department of Public Works policy as posted on the City's website.

G. For all new residential construction and all construction involving grading or other ground disturbance below a depth of 12 inches, a Phase I Environmental Site Assessment is required and all recommendations in the report adhered to.

18.42.210 Post-permit requirements.

A. Development Impact Fees.

The applicant shall be required to pay all residential development impact fees as posted on the City's website.

B. Mitigation Measures.

The applicant shall be required to comply with all applicable mitigation measures set forth in a mitigation monitoring program for the City's General Plan or any element thereof as posted on the City's website.

C. Paleontological resources.

1. Prior to commencement of ground-disturbing activities a qualified vertebrate paleontologist (as defined by the Society for Vertebrate Paleontology) shall develop Worker Awareness and Environmental Program (WEAP) Training for construction personnel. This training shall be presented to construction personnel and include what fossil remains may be found within the Project area and policies and procedures that must be followed in case of a discovery. Verification of the WEAP Training shall be provided to the Gardena Community Development Department.

2. If fossils or fossil bearing deposits are encountered during ground-disturbing activities, work within a 25-foot radius of the find shall halt and a professional vertebrate paleontologist (as defined by the Society for Vertebrate Paleontology) shall be contacted immediately to evaluate the find. The paleontologist shall have the authority to stop or divert construction, as necessary. Documentation and treatment of the discovery shall occur in accordance with Society of Vertebrate Paleontology standards. The significance of the find shall be evaluated pursuant to the State CEQA Guidelines. If the discovery proves to be significant, before construction activities resume at the location of the find, additional work such as data recovery excavation may be warranted, as deemed necessary by the paleontologist.

D. Cultural resources.

1. If Native American or tribal cultural resources are found on the site, the applicant shall enter into a cultural resources treatment agreement with a local Native American tribe traditionally and culturally affiliated with Gardena that is acknowledged by the Native American Heritage Commission, which shall address the following:

- a. Treatment and disposition of cultural resources;
- b. Designation, responsibilities, and participation of professional tribal monitors during grading, excavation and ground disturbing activities;
- c. Project grading and development scheduling;
- d. Terms of compensation for the tribal monitors;
- e. Treatment and final disposition of any cultural resources, sacred sites, and human remains discovered on site;
- f. Tribal monitor's authority to stop and redirect grading in order to evaluate the significance of any potential resources discovered on the property, and to make recommendations as to treatment; and
- g. The applicant's agreement to relinquish ownership of all cultural resources, including all archaeological artifacts that are found on the project

area, to the tribe for proper treatment and disposition; and the applicant's agreement that all tribal sacred sites are to be avoided and preserved.

2. Human remains.

a. In compliance with state law, if human remains are unearthed, the project developer, pursuant to state health and safety code section 7050.5, will contact the county coroner and ensure no further disturbance occurs until the county coroner has made the necessary findings as to origin and disposition pursuant to public resources code section 5097.98.

b. If the remains are determined to be of Native American descent, the Native American Heritage Commission (NAHC) must be notified within 24 hours.

E. Migratory bird protection. Construction, grubbing, brushing, or tree removal shall be conducted outside of the state identified nesting season for migratory birds (typically March 15 through September 1, if possible). If construction is conducted during nesting season, a Pre-construction Nesting Bird Survey shall be conducted within and immediately adjacent to the project site by a qualified professional biologist no more than seven days prior to the beginning of any project-related physical activity that is likely to impact migratory birds. If active nests are found during the Pre-Construction Nesting Bird Survey, a Nesting Bird Plan (NBP) shall be prepared by a qualified biologist and implemented during construction. At a minimum, the NBP shall include guidelines for addressing active nests, establishing buffers, monitoring, and reporting. The size location and duration of all buffer zones, if required, shall be based on the nesting species, nesting sage, nest location, its sensitivity to disturbance, and intensity and duration of the disturbance activity. The buffers shall be maintained until the breeding season has ended or until a qualified professional biologist has determined that the birds have fledged and are no longer reliant upon the nest or parental care for survival.

CHAPTER 18.44 – SITE PLAN REVIEW

SECTION 33. Section 18.44.010.E of the Gardena Municipal Code is hereby amended to read as follows:

18.44.010 When required.

E. All new multifamily development of four units or more, unless subject to Design Review pursuant to Chapter 18.45;

SECTION 34. Section 18.44.030. is hereby amended to read as follows.

18.44.030 Findings and factors for approval.

A. A site plan shall be approved, or conditionally approved, subject to the following findings:

1. The physical location, size, massing, setbacks, pedestrian orientation, and placement of proposed structures on the site and the location of proposed uses within the project are consistent with applicable standards; ~~only after finding that the proposed development and the physical design of the~~
2. The development ~~is~~ are consistent with the intent and general purpose of the general plan and provisions of the municipal code;;
3. The health and safety services (police and fire) and public infrastructure are sufficient to accommodate the new development;
4. The project is compatible with the surrounding sites and neighborhoods; and
5. The project has been determined to be exempt from the California Environmental Quality Act or the appropriate environmental document has been completed and required findings have been made. ~~and will not adversely affect the orderly and harmonious development of the area and the general welfare of the city; otherwise such plans shall be disapproved.~~

B. In addition to all other applicable zoning and development requirements and policies, the following factors shall also be considered in determining whether the site plan shall be approved:

1. The dimensions, shape and orientation of the parcel;
2. The placement of buildings and structures on the parcel;
3. The height, setbacks, bulk and building materials;
4. The distance between buildings or structures;
5. The location, number and layout of off-street parking and loading spaces;
6. The internal vehicular patterns and pedestrian safety features;
7. The location, amount and nature of landscaping;
8. The placement, height and direction of illumination of light standards;
9. The location, number, size and height of signs;
10. The location, height and materials of walls, fences or hedges;

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;

~~12. Repealed; and~~

12. For residential developments, the above factors shall be considered satisfied if the project meets the objective criteria relating to those items set forth in the zone and the applicable general provisions, including residential design criteria, contained in Chapter 18.42 for residential developments subject to this Chapter; and

13. For non—residential development, 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.

C. The community development director may make minor modifications to an approved site plan in order to resolve conflicts due to site conditions, building, fire, utility and similar requirements.

CHAPTER 18.45 – DESIGN REVIEW

SECTION 35. Chapter 18.45 (Design Review) of the Gardena Municipal Code are hereby ADDED as follows:

Chapter 18.45 DESIGN REVIEW

18.45.005 Purpose.

Design review is a ministerial process that is not subject to the California Environmental Quality Act. The purpose of design review is to ensure that a project meets the applicable objective standards while at the same time encouraging affordable housing.

18.45.010 Where Applies.

Design review applies to:

A. All two-family dwellings;

B. Any new housing project of two or more units, including a residential mixed-use housing project as defined in Chapter 18.04, or transitional or supportive housing where either 20 percent of the total units or sold or rented to lower income households or 100 percent are sold or rented to personas and families of moderate income or middle income as those terms are further defined in Government Code section 65915. For purposes of

determining the 20 percent, the calculation is based on the number of units prior to the award of any density bonus units that may be requested.

18.45.020 Review

A. Whenever design review is required and prior to issuance of a building permit, a project's design shall be approved pursuant to the following criteria:

1. The provisions of this chapter; and
2. All applicable and objective standards contained in Chapter 18.42; and
3. All applicable and objective development standards in the zone in which the development occurs.

B. Any modifications to the design aspects made after planning commission approval shall be grounds for a building permit plan check to be denied. This may be remedied in one of the following ways:

1. The plans may be revised to conform to the design review approval; or
2. A design review modification may be approved by the planning commission pursuant to 18.45.030.G;

C. If a development project involves discretionary permits as well as design review, the design review hearing shall be concurrent with said discretionary permits.

18.45.030 Procedure

The procedure for design review shall be as follows:

A. **Filing of Applications.** An application for design review shall be filed by the property owner, the property owner's representative, or other person having the right to the possession of the land for which design approval is sought. Such application shall be filed with the community development department on forms provided by the department. As a part of the application, the applicant shall submit copies of the site plan, all building elevations drawn to scale, and either color renderings or specifications of exterior colors and materials that will be used. A color and materials board that displays exact colors to be used as well as samples of exterior finishes must also be submitted.

B. **Filing Fees.** The applicant shall pay to the city a filing fee established by City Council resolution for the purpose of defraying the costs incurred by the city in processing the design review application.

C. **Review.**

1. An application shall be reviewed for completeness.

2. Staff shall provide a review for consistency within the time frames provided for by state law. If an application is determined not to be consistent, the city shall notify the applicant in writing, identifying the provisions for which the application is non-conforming along with an explanation of the reasons it considers the project to be inconsistent or not in compliance with the objective provisions.

D. The Director shall approve all designs that meet the applicable objective development standards of the applicable zone and Chapter 18.42 for the single-family residential, and low-density multi-residential zones.

E. The planning commission shall hold a noticed public hearing and approve designs that meet the applicable objective development standards of the applicable zone and Chapter 18.42 for all other projects subject to this Chapter.

1. Notice of hearings shall be given in accordance with Government Code Section 65091.

2. Notice shall be mailed to property owners and occupants within 300 feet of the project site.

F. The decision of the planning commission shall be rendered in writing. Decisions shall be final unless appealed or called for review.

G. Any modification to an approved design review must be approved by the planning commission in the same manner as a new design review application. However, only the changes from the previously approved design review will be considered at a modification hearing,

1. In the event that any modifications are found by the planning commission to not be compliant with the objective standards, the original approval will remain in force for those modifications;

2. In such case, applicants shall be provided the opportunity to revise all modifications to make them compliant with objective standards and the hearing shall be continued until this is achieved or the modification application is withdrawn;

3. When a modification application is continued and no revisions are submitted to the community development department for 90 days, the modification application shall be deemed by the planning commission at the next regularly scheduled meeting to be abandoned;

- a. An abandoned application shall be considered equivalent to a withdrawn application and no further continuances of the hearing are required;

- b. The applicant shall be notified in writing not less than 15 days prior to the 90 day expiration of a modification application;

- c. Any subsequent modifications after a modification application is deemed abandoned shall be a new modification application.
4. After modifications are approved, any further modification requests shall be considered a new modification application.
5. Notwithstanding the above, the Director may approve a change of color to another approved color.

18.45.050 Appeals.

Any aggrieved person may appeal the decision of the commission to the city council. Such appeal shall be filed in writing with the city clerk within ten days after the date of the decision by the commission. Upon the receipt of such an appeal and the payment of filing fees established by the city council, the city clerk shall place the matter for consideration on the city council's agenda of the first regular meeting of the city council following ten days' written notice to the appellant and/or applicant and property owners and residents within ~~three hundred~~ 300 feet of the boundaries of the project site. The city council shall approve the design review if it finds that the project meets the objective standards.

END OF TEXT AMENDMENTS

SECTION 36. Overlay on Housing Element Inventory Sites.

The City's Housing Element identified approximately 468 parcels that were identified as Inventory Sites which were to receive an housing overlay to accommodate the City's Regional Housing Needs Allocation. The parcels shown on Exhibit A are listed on Exhibit B are all rezoned to receive housing overlays as shown on said Exhibit.

SECTION 37. Rescission of Artesia Corridor Specific Plan.

A. The Artesia Corridor Specific Plan is hereby rescinded. The properties within the Artesia Corridor shall be rezoned from Artesia Corridor Specific Plan to the following as more specifically described on Exhibit B:

AREA	ZONING
1	Artesia Corridor Specific Plan → General Commercial (C-3)
2	Artesia Corridor Specific Plan → Very High Density Residential (R-6)
3/4	Artesia Corridor Specific Plan → Artesia Mixed-Use
4/5	Artesia Corridor Specific Plan → 1450 Artesia Specific Plan
6	Artesia Corridor Specific Plan → Official (O)

SECTION 38. No Net Loss. Government Code section 65863 provides that the City may not change a land use designation or zoning ordinance to a less intensive use unless the

city concurrently changes development standards, policies and conditions applicable to other parcels to ensure there is no net loss in residential capacity. The eastern portion of Area 4 of the Artesia Corridor Specific Plan would have allowed for approximately 40 housing units to be built. With the change of zoning to 1450 Artesia Specific Plan, residential uses will not be allowed in this area. The loss of residential units in this area is more than made up for by the rezoning of Area 2 of the Specific Plan to the Very High Density Multi-Family (R-6) zone which will allow 51-70 dwelling units per acre.

SECTION 39. CEQA Compliance. This Ordinance is categorically exempt from CEQA based on the following:

CEQA Guidelines section 15308 provides a categorical exemption for actions taken to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection. So long as the City fails to have a compliant Housing Element, it has virtually no control over development in the City and loses its ability to obtain funding to help with future planning. Additionally, until the City adopts development standards for these new zones, there will be no limits on what can be built in these new zones, with the minor exception of the density standards set forth in the General Plan. Further, the City loses its ineligibility for certain funding until the inventory properties are rezoned. Therefore, the rezoning of the Inventory Sites and adoption of the new development standards fall within this exemption. None of the exceptions to the exemption which are set forth in Section 15300.2 of the Guidelines apply.

CEQA Guidelines 15061(b)(3) provides a common sense exemption for actions where it can be seen with certainty that there will not be an effect on the environment. Under existing law, if there is an inconsistency between the general plan and zoning, a developer may build to the density allowed in the general plan. Therefore, rezoning properties to be consistent with the higher density land use designation has no effect because those properties may already be built out to what is allowed under the new zoning.

Additionally, the common sense exemption applies to the rezoning of the properties of the Areas 1, 3, 4, 5 and 6 of the Artesia Corridor Specific Plan.

SECTION 40. 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 41. 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 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 42. Effective Date. This ordinance shall take effect on the 31st day after passage.

Passed, approved, and adopted this 28th day of February, 2023.

Tasha Cerda

TASHA CERDA, Mayor

ATTEST:

Mina Semenza

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

Carmen Vasquez

CARMEN VASQUEZ, City Attorney

Exhibit A – Zoning Map (in 5 sections)
Exhibit B – Parcel List

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance being **Ordinance No. 1848** was duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a special meeting of said City Council held on the **28th day of February 2023**, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBERS TANAKA AND HENDERSON, AND MAYOR CERDA

NOES: MAYOR PRO TEM FRANCIS

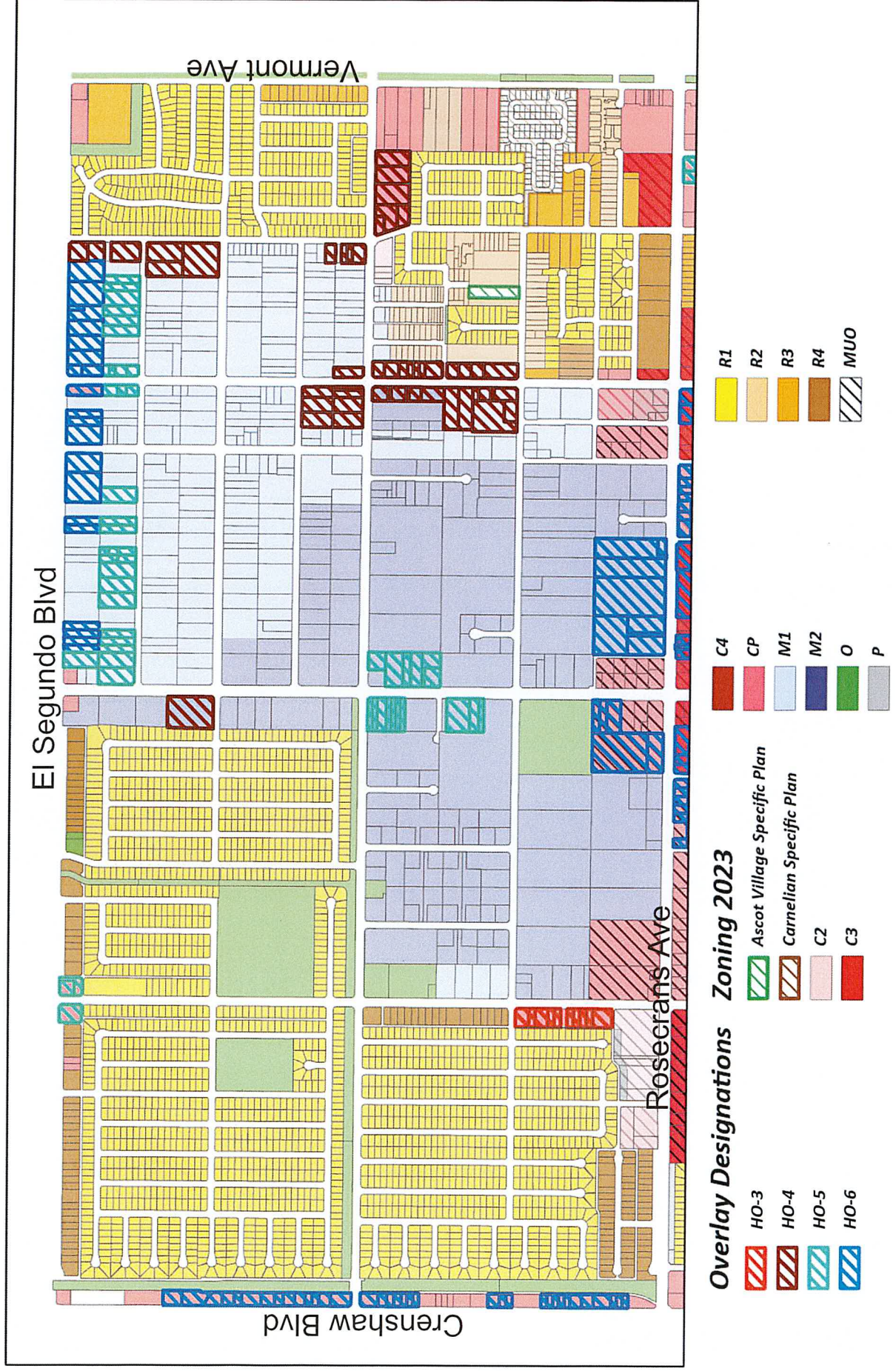
ABSENT: COUNCIL MEMBER LOVE

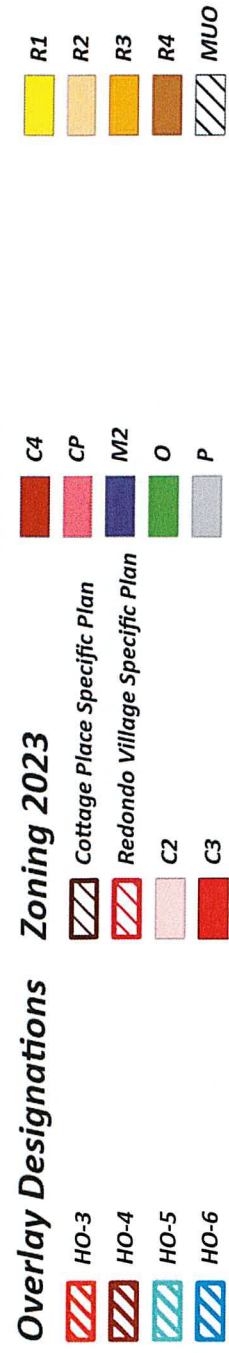
Becky Romero
*pro*_____
City Clerk of the City of Gardena, California

(SEAL)

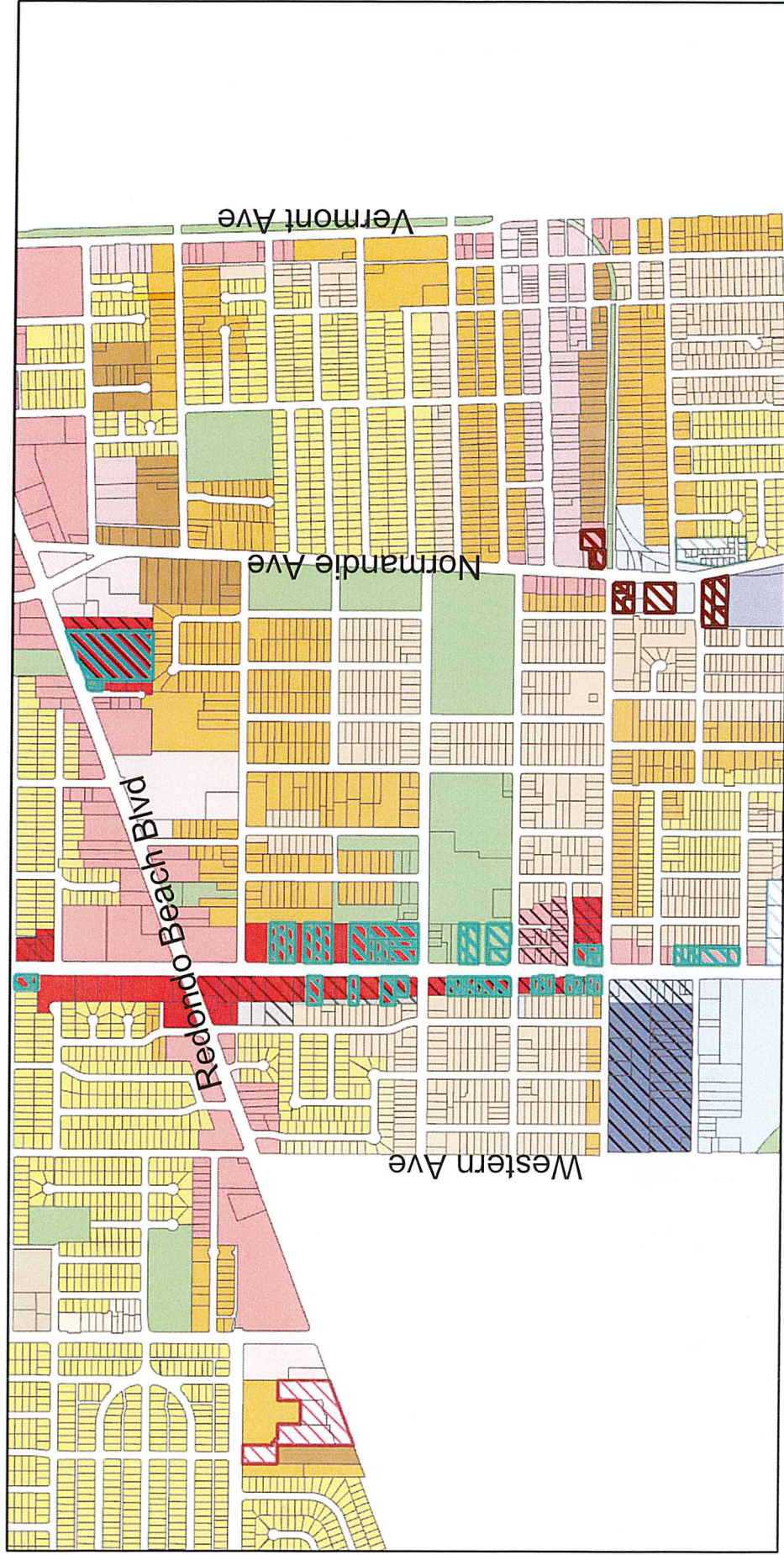
Exhibit A

El Segundo Blvd to Rosecrans Ave





Redondo Beach Blvd to Gardena Blvd



Overlay Designations

HO-4

HO-5

Zoning 2023

Normandie Estates Specific Plan

Redondo Village Specific Plan

Western Avenue Specific Plan

C2

C3

CP

CR

M1

M2

O

P

R1

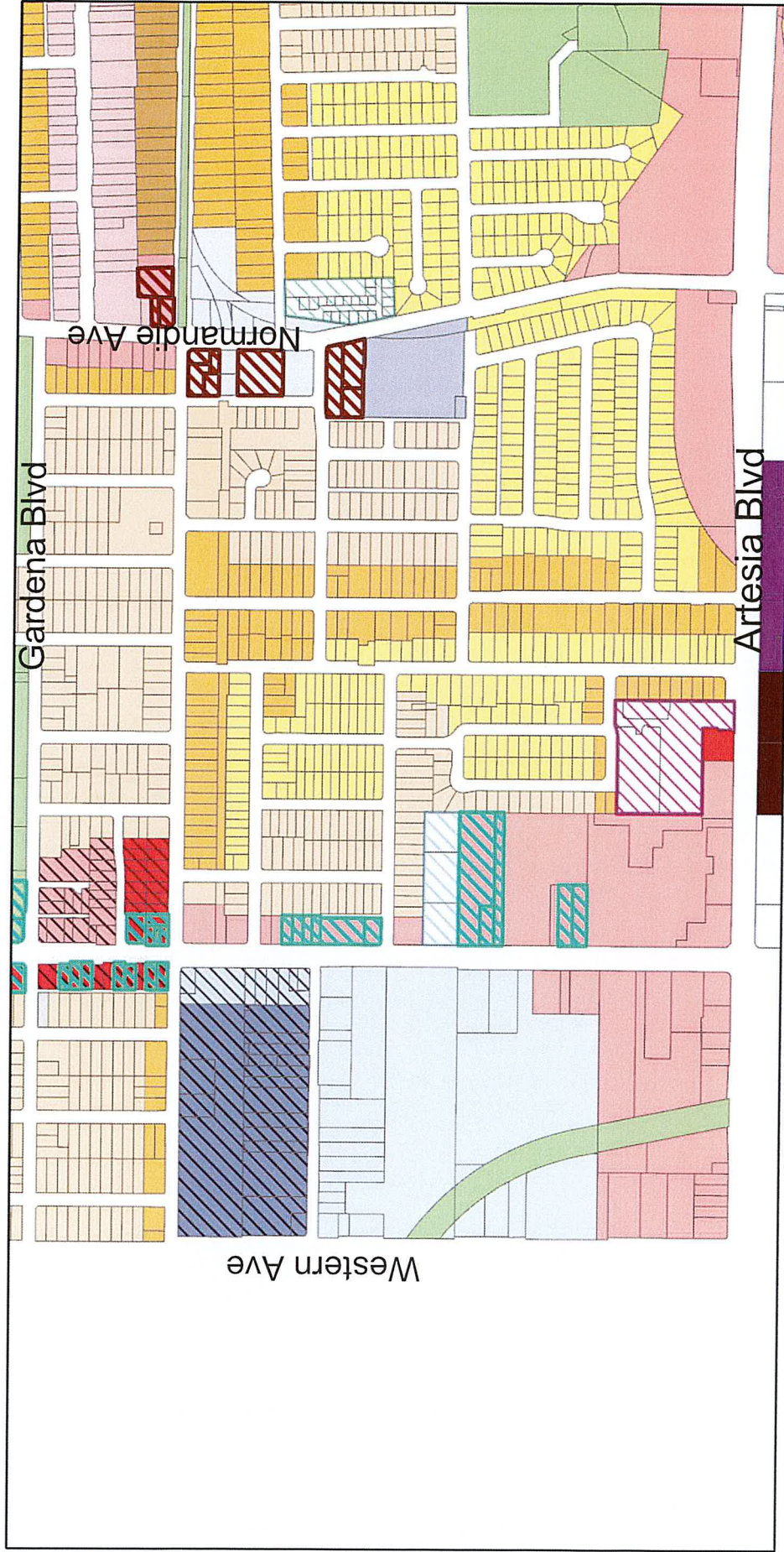
R2

R3

R4

MUO

Gardena Blvd to Artesia Blvd



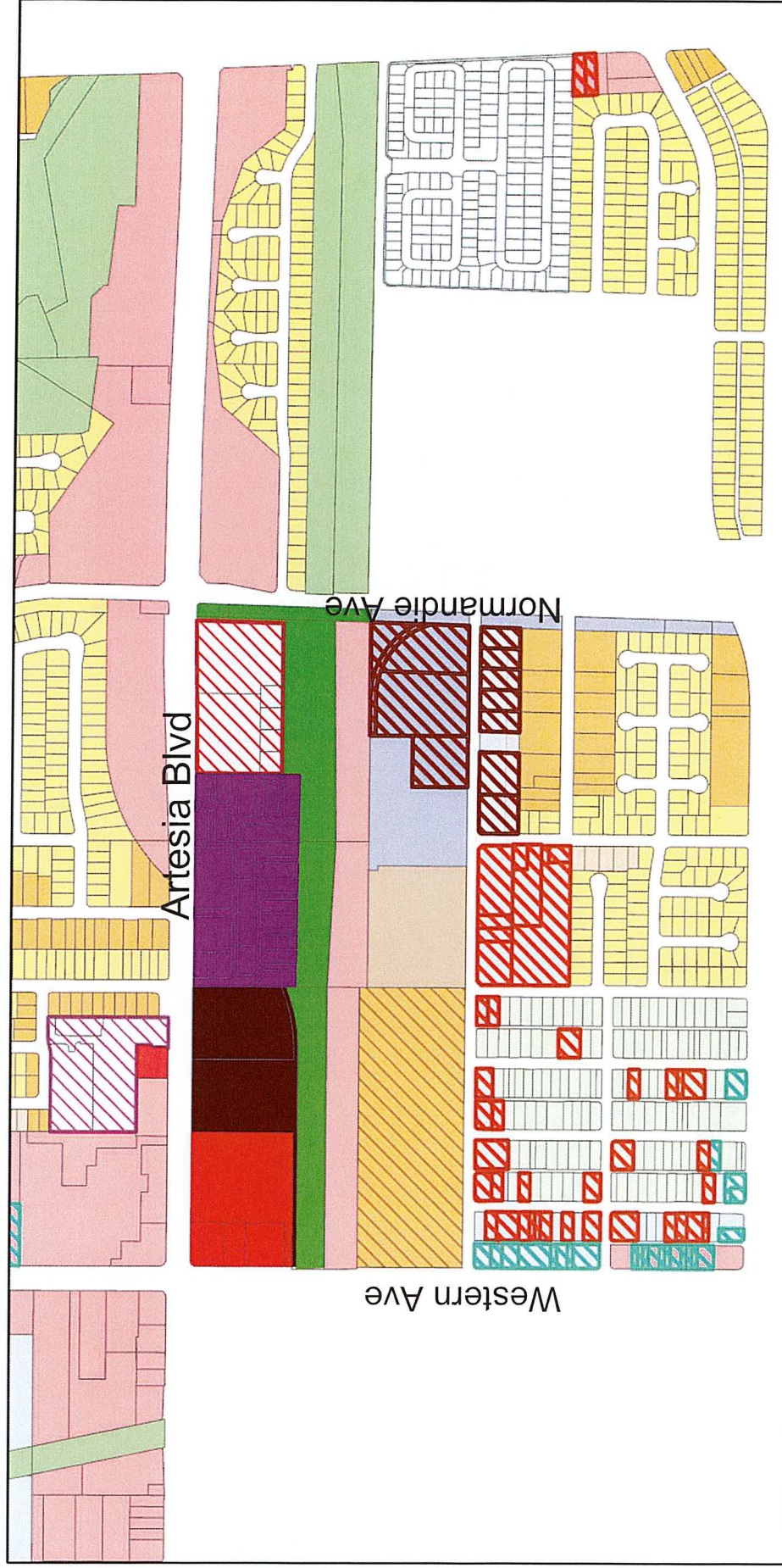
Overlay Designations

- HO-4
- HO-5

Zoning 2023

- CR
- M1
- M2
- O
- P
- C3
- Normandie Estates Specific Plan
- Gardena Village Specific Plan
- Western Avenue Specific Plan
- R1
- R2
- R3
- R4
- MUO

Artesia Blvd to 182nd Street



Zoning 2023

Overlay Designations

- HO-3
- HO-4
- HO-5

- 1450 Artesia Specific Plan
- Gardena Village Specific Plan
- C3
- HB

- M1
- M2
- O
- P
- R1
- Artesia Mixed Use

- R2
- R3
- R4
- R6
- MUO

Exhibit B - Parcel List

New Overlay Zoning Table

Address	APN	Existing Zoning	New Overlay Zoning
13430 CRENSHAW BLVD	4060004040	C3	HO-6
13226 CRENSHAW BLVD	4060004021	C3	HO-6
13400 CRENSHAW BLVD	4060004038	C3	HO-6
13236 CRENSHAW BLVD	4060004035	C3	HO-6
13424 CRENSHAW BLVD	4060004025	C3	HO-6
13416 CRENSHAW BLVD	4060004027	C3	HO-6
NA	4060004041	C3	HO-6
13214 CRENSHAW BLVD	4060004022	C3	HO-6
13310 CRENSHAW BLVD	4060004037	C3	HO-6
13100 CRENSHAW BLVD	4060004013	C3	HO-6
13208 CRENSHAW BLVD	4060004023	C3	HO-6
13120 CRENSHAW BLVD	4060004011	C3	HO-6
13112 CRENSHAW BLVD	4060004012	C3	HO-6
13204 CRENSHAW BLVD	4060004010	C3	HO-6
NA	4059022015	C3	HO-6
13610 CRENSHAW BLVD	4059022014	C3	HO-6
13500 CRENSHAW BLVD	4059022024	C3	HO-6
13514 CRENSHAW BLVD	4059022018	C3	HO-6
13510 CRENSHAW BLVD	4059022019	C3	HO-6
13600 CRENSHAW BLVD	4059022016	C3	HO-6
13520 CRENSHAW BLVD	4059022017	C3	HO-6
13920 CRENSHAW BLVD	4059021017	C3	HO-6
13904 CRENSHAW BLVD	4059021018	C3	HO-6
NA	4059022026	C3	HO-6
14160 CRENSHAW BL.	4059021004	C3	HO-6
14100 CRENSHAW BLVD	4059021009	C3	HO-6
14150 CRENSHAW BLVD	4059021005	C3	HO-6
14008 CRENSHAW BLVD	4059021013	C3	HO-6
NA	4059021014	C3	HO-6
NA	4059021015	C3	HO-6
NA	4059021011	C3	HO-6
14124 CRENSHAW BLVD	4059021021	C3	HO-6
14044 CRENSHAW BLVD	4059021010	C3	HO-6
14030 CRENSHAW BLVD	4059021012	C3	HO-6
14160 CRENSHAW BLVD	4059021003	C3	HO-6

14516 CRENSHAW BLVD	4064012009	C3	HO-5
14504 CRENSHAW BLVD	4064012011	C3	HO-5
14626 CRENSHAW BLVD	4064012024	C3	HO-5
14600 CRENSHAW BLVD	4064012027	C3	HO-5
14520 CRENSHAW BLVD	4064012029	C3	HO-5
14526 CRENSHAW BLVD	4064012028	C3	HO-5
14614 CRENSHAW BLVD	4064012025	C3	HO-5
14510 CRENSHAW BLVD	4064012010	C3	HO-5
14604 CRENSHAW BLVD	4064012026	C3	HO-5
14426 CRENSHAW BLVD	4064012030	C3	HO-5
2200 W EL SEGUNDO BLVD	4060001029	C3	HO-5
12816 VAN NESS AVE	4061001029	C3	HO-5
2150 W EL SEGUNDO BLVD	4061001012	C3	HO-5
14007 VAN NESS AVE	4059017031	C3	HO-3
14115 VAN NESS AVE	4059017027	C3	HO-3
14111 VAN NESS AVE	4059017028	C3	HO-3
14017 VAN NESS AVE	4059017029	C3	HO-3
14015 VAN NESS AVE	4059017030	C3	HO-3
13971 VAN NESS AVE	4059017033	C3	HO-3
13945 VAN NESS AVE	4059017035	C3	HO-3
13961 VAN NESS AVE	4059017034	C3	HO-3
13931 VAN NESS AVE	4059017036	C3	HO-3
13901 VAN NESS AVE	4059017037	C3	HO-3
13151 S WESTERN AVE	4061013001	M2	HO-4
1735 W 130TH ST	6102001023	M1	HO-5
1727 W 130TH ST	6102001022	M1	HO-5
1751 W 130TH ST	6102001024	M1	HO-5
1748 W EL SEGUNDO BLVD	6102001005	M1	HO-5
1721 W 130TH ST	6102001020	M1	HO-5
NA	6102001021	M1	HO-5
12918 S WESTERN AVE	6102001025	M1	HO-5
1734 W EL SEGUNDO BLVD	6102001006	M1	HO-6
1714 W EL SEGUNDO BLVD	6102001010	M1	HO-6
1726 W EL SEGUNDO BLVD	6102001007	M1	HO-6
1720 W EL SEGUNDO BLVD	6102001026	M1	HO-6
1643 W 130TH ST	6102001016	M1	HO-5
1651 W 130TH ST	6102001017	M1	HO-5
1613 W 130TH ST	6102002022	M1	HO-5

1613 W 130TH ST	6102002025	M1	HO-5
NA	6102002023	M1	HO-5
1621 W 130TH ST	6102002026	M1	HO-5
1635 W 130TH ST	6102001015	M1	HO-5
1619 W 130TH ST	6102002027	M1	HO-5
1563 W 130TH ST	6102002020	M1	HO-5
1559 W 130TH ST	6102002019	M1	HO-5
1564 W EL SEGUNDO BLVD	6102002005	M1	HO-6
1556 W EL SEGUNDO BLVD	6102002006	M1	HO-6
1535 W 130TH ST	6102002016	M1	HO-5
12801 HALDALE AVE	6102002030	M1	HO-6
1530 W EL SEGUNDO BLVD	6102002028	M1	HO-6
1434 W EL SEGUNDO BLVD	6102003004	M1	HO-6
1428 W EL SEGUNDO BLVD	6102003005	M1	HO-6
1440 W EL SEGUNDO BLVD	6102003024	M1	HO-6
12919 S NORMANDIE AVE	6102003017	M1	HO-5
12901 S NORMANDIE AVE	6102003026	M1	HO-5
12927 S NORMANDIE AVE	6102003010	M1	HO-5
12829 S NORMANDIE AVE	6102003007	C3	HO-6
12903 S BUDLONG AVE	6115001012	M1	HO-4
1200 W EL SEGUNDO BLVD	6115001011	M1	HO-4
1243 W 130TH ST	6115001017	M1	HO-5
1303 W 130TH ST	6115001019	M1	HO-5
12902 S NORMANDIE AVE	6115001026	M1	HO-5
1239 W 130TH ST	6115001015	M1	HO-5
1255 W 130TH ST	6115001018	M1	HO-5
1239 W 130TH ST	6115001016	M1	HO-5
1311 W 130TH ST	6115001035	M1	HO-5
12912 S NORMANDIE AVE	6115001028	M1	HO-5
1341 W 130TH ST	6115001029	M1	HO-5
12908 S NORMANDIE AVE	6115001027	M1	HO-5
1320 W EL SEGUNDO BLVD	6115001003	M1	HO-6
1308 W EL SEGUNDO BLVD	6115001004	M1	HO-6
1254 W EL SEGUNDO BLVD	6115001005	M1	HO-6
1342 W EL SEGUNDO BLVD	6115001032	M1	HO-6
1246 W EL SEGUNDO BLVD	6115001034	M1	HO-6
1332 W EL SEGUNDO BLVD	6115001002	M1	HO-6
12816 S NORMANDIE AVE	6115001033	M1	HO-6

1218 W EL SEGUNDO BLVD	6115001800	M1	HO-6
1254 W EL SEGUNDO BLVD	6115001006	M1	HO-6
12923 S BUDLONG AVE	6115001031	M1	HO-4
1215 W 132ND ST	6115002023	M1	HO-4
13021 S BUDLONG AVE	6115002032	M1	HO-4
1220 W 130TH ST	6115002031	M1	HO-4
13423 S BUDLONG AVE	6115004017	M1	HO-4
13437 S BUDLONG AVE	6115004019	M1	HO-4
13441 S BUDLONG AVE	6115004032	M1	HO-4
1203 W 135TH ST	6115004020	M1	HO-4
14401 S WESTERN AVE	4062004041	C3	HO-6
1124 W 135TH ST	6115020008	C3	HO-4
1144 W 135TH ST	6115020012	C3	HO-4
1100 W 135TH ST	6115020006	C3	HO-4
1110 W 135TH ST	6115020014	C3	HO-4
13530 S BUDLONG AVE	6115020009	C3	HO-4
1156 W 135TH ST	6115020013	C3	HO-4
13429 S NORMANDIE AVE	6102010008	M1	HO-4
1415 W 135TH ST	6102010009	M1	HO-4
1414 W 134TH ST	6102010006	M1	HO-4
1435 W 135TH ST	6102010017	M1	HO-4
13421 S NORMANDIE AVE	6102010007	M1	HO-4
1436 W 134TH ST	6102010005	M1	HO-4
1421 W 135TH ST	6102010016	M1	HO-4
13428 S NORMANDIE AVE	6115004031	M1	HO-4
13615 S NORMANDIE AVE	6102016013	M2	HO-4
13609 S NORMANDIE AVE	6102016020	M2	HO-4
NA	6102016023	M2	HO-4
13725 S NORMANDIE AVE	6102017030	M1	HO-4
1580 W 139TH ST	6102016025	M2	HO-4
NA	6102017026	M1	HO-4
13507 S NORMANDIE AVE	6102016022	M2	HO-4
13527 S NORMANDIE AVE	6102016024	M2	HO-4
13717 S NORMANDIE AVE	6102017033	M1	HO-4
13705 S NORMANDIE AVE	6102017044	M1	HO-4
1425 W 139TH ST	6102017040	M1	HO-4
13807 S NORMANDIE AVE	6102017045	M1	HO-4
13815 S NORMANDIE AVE	6102017027	M1	HO-4

1433 W 139TH ST	6102017039	M1	HO-4
13606 S NORMANDIE AVE	6115005045	M1	HO-4
13616 S NORMANDIE AVE	6115005042	M1	HO-4
13612 S NORMANDIE AVE	6115005044	M1	HO-4
13602 S NORMANDIE AVE	6115005036	M1	HO-4
13526 S NORMANDIE AVE	6115005047	M1	HO-4
13518 S NORMANDIE AVE	6115005037	M1	HO-4
13506 S NORMANDIE AVE	6115005038	M1	HO-4
13722 S NORMANDIE AVE	6115009011	M1	HO-4
13714 S NORMANDIE AVE	6115009010	M1	HO-4
13706 S NORMANDIE AVE	6115009014	M1	HO-4
13850 S NORMANDIE AVE	6115009078	M1	HO-4
13618 S WESTERN AVE	6102013011	M2	HO-5
1746 W 135TH ST	6102013019	M2	HO-5
13610 S WESTERN AVE	6102013017	M2	HO-5
13528 S WESTERN AVE	6102013020	M2	HO-5
13614 S WESTERN AVE	6102013010	M2	HO-5
13610 S WESTERN AVE	6102013014	M2	HO-5
NA	4061026005	M2	HO-5
NA	4061026002	M2	HO-5
NA	4061026030	M2	HO-5
NA	4061026006	M2	HO-5
13511 S WESTERN AVE	4061026036	M2	HO-5
NA	4061026007	M2	HO-5
NA	4061026034	M2	HO-5
13715 S WESTERN AVE	4061026032	M2	HO-5
13801 S WESTERN AVE	4061026023	M2	HO-5
13727 S WESTERN AVE	4061026022	M2	HO-5
14119 S WESTERN AVE	4061027006	C3	HO-6
14101 S WESTERN AVE	4061027004	C3	HO-6
14107 S WESTERN AVE	4061027005	C3	HO-6
1835 W ROSECRANS AVE	4061027014	C3	HO-6
1859 W ROSECRANS AVE	4061027013	C3	HO-6
1957 W 144TH ST	4062003008	C3	HO-6
1930 W ROSECRANS AVE	4062003027	C3	HO-6
1922 W ROSECRANS AVE	4062003028	C3	HO-6
1939 W 144TH ST	4062003022	C3	HO-6
1954 W ROSECRANS AVE	4062003024	C3	HO-6

1119 W 144TH PL	4062003037	C3	HO-6
1916 W ROSECRANS AVE	4062003029	C3	HO-6
1910 W ROSECRANS AVE	4062003030	C3	HO-6
1919 W 144TH ST	4062003021	C3	HO-6
NA	4062003023	C3	HO-6
1900 W ROSECRANS AVE	4062003031	C3	HO-6
1901 W 144TH ST	4062003036	C3	HO-6
1839 W 144TH ST	4062004008	C3	HO-6
1847 W 144TH ST	4062004032	C3	HO-6
1850 W ROSECRANS AVE	4062004036	C3	HO-6
NA	4062004033	C3	HO-6
14314 S ST ANDREWS PL	4062004082	C3	HO-6
1830 W ROSECRANS AVE	4062004079	C3	HO-6
1617 W ROSECRANS AVE	6102014040	M2	HO-6
1701 W ROSECRANS AVE	6102014048	M2	HO-6
1725 W ROSECRANS AVE	6102014046	M2	HO-6
1639 W ROSECRANS AVE	6102014041	M2	HO-6
1601 W ROSECRANS AVE	6102014039	M2	HO-6
1735 W ROSECRANS AVE	6102014069	M2	HO-6
1611 W ROSECRANS AVE	6102014038	M2	HO-6
1718 W ROSECRANS AVE	6103002035	C3	HO-6
1732 W ROSECRANS AVE	6103002033	C3	HO-6
NA	6103002034	C3	HO-6
1650 W ROSECRANS AVE	6103004037	C3	HO-6
1600 W ROSECRANS AVE	6103004021	C3	HO-6
NA	6103005027	C3	HO-6
1560 W ROSECRANS AVE	6103005025	C3	HO-6
NA	6103005028	C3	HO-6
1560 W ROSECRANS AVE	6103005034	C3	HO-6
1536 W ROSECRANS AVE	6103005058	C3	HO-6
NA	6103005057	C3	HO-6
1522 W ROSECRANS AVE	6103005051	C3	HO-6
1510 W ROSECRANS AVE	6103005029	C3	HO-6
1520 W ROSECRANS AVE	6103005052	C3	HO-6
1518 W ROSECRANS AVE	6103005053	C3	HO-6
1536 W ROSECRANS AVE	6103005026	C3	HO-6
14315 HALLDALE AVE	6103005054	C3	HO-6
14315 S NORMANDIE AVE	6103009063	C3	HO-6

1408 W ROSECRANS AVE	6103009057	C3	HO-6
1122 W ROSECRANS AVE	6114019021	P	HO-5
1102 W ROSECRANS AVE	6114019017	C3	HO-5
1920 W 144TH ST	4062003003	C3	HO-6
1900 W 144TH ST	4062003001	C3	HO-6
1940 W 144TH ST	4062003005	C3	HO-6
1946 W 144TH ST	4062003006	C3	HO-6
14404 GRAMERCY PL	4062003007	C3	HO-6
1910 W 144TH ST	4062003002	C3	HO-6
1934 W 144TH ST	4062003004	C3	HO-6
1858 W 144TH ST	4062004009	C3	HO-6
1848 W 144TH ST	4062004026	C3	HO-6
NA	4062004022	C3	HO-6
NA	4062004021	C3	HO-6
1830 W 144TH ST	4062004029	C3	HO-6
1818 W 144TH ST	4062004031	C3	HO-6
14415 S WESTERN AVE	4062004023	C3	HO-6
1838 W 144TH ST	4062004027	C3	HO-6
1828 W 144TH ST	4062004030	C3	HO-6
1834 W 144TH ST	4062004081	C3	HO-6
14421 S WESTERN AVE	4062004083	C3	HO-6
14507 S WESTERN AVE	4062005002	C3	HO-5
NA	4062005003	C3	HO-5
14525 S WESTERN AVE	4062005025	C3	HO-5
14501 S WESTERN AVE	4062005001	C3	HO-5
14519 S WESTERN AVE	4062005024	C3	HO-5
NA	4062005004	C3	HO-5
1817 W 146TH ST	4062005067	C3	HO-5
NA	4062006033	C3	HO-5
NA	4062006032	C3	HO-5
14609 S WESTERN AVE	4062006048	C3	HO-5
14690 S WESTERN AVE	6103030014	C3	HO-5
14632 S WESTERN AVE	6103030015	C3	HO-5
14807 S WESTERN AVE	4062016037	C3	HO-5
14801 S WESTERN AVE	4062016036	C3	HO-5
14817 S WESTERN AVE	4062016038	C3	HO-5
14855 S WESTERN AVE	4062016039	C3	HO-5
14921 S WESTERN AVE	4062017013	C3	HO-5

14901 S WESTERN AVE	4062017011	C3	HO-5
NA	4062017012	C3	HO-5
14929 S WESTERN AVE	4062017014	C3	HO-5
14920 S WESTERN AVE	6103021002	C3	HO-5
1744 W 149TH ST	6103021026	C3	HO-5
14914 S WESTERN AVE	6103021025	C3	HO-5
15020 S WESTERN AVE	6103021033	C3	HO-5
15014 S WESTERN AVE	6103021053	C3	HO-5
15014 S WESTERN AVE	6103021054	C3	HO-5
15032 S WESTERN AVE	6103021031	C3	HO-5
15019 S WESTERN AVE	4062017047	C3	HO-5
15019 S WESTERN AVE	4062017050	C3	HO-5
15001 S WESTERN AVE	4062017049	C3	HO-5
NA	4062017042	C3	HO-3
1819 MARINE AVE	4062017038	C3	HO-3
1829 MARINE AVE	4062017040	C3	HO-3
1813 MARINE AVE	4062017037	C3	HO-3
1823 MARINE AVE	4062017039	C3	HO-3
NA	4062017041	C3	HO-3
1845 MARINE AVE	4062017044	C3	HO-3
1820 MARINE AVE	4063005006	C3	HO-3
1816 MARINE AVE	4063005005	C3	HO-3
15103 S WESTERN AVE	4063005047	C3	HO-5
15109 S WESTERN AVE	4063005050	C3	HO-5
15225 S WESTERN AVE	4063006002	C3	HO-5
1808 W 152ND ST	4063006004	C3	HO-5
15219 S WESTERN AVE	4063006003	C3	HO-5
15112 S WESTERN AVE	6103018025	C2	HO-5
15345 S WESTERN AVE	4063007002	C3	HO-5
15325 S WESTERN AVE	4063007003	C3	HO-5
15351 S WESTERN AVE	4063007001	C3	HO-5
15325 S WESTERN AVE	4063007004	C3	HO-5
15301 S WESTERN AVE	4063007005	C3	HO-5
15300 S WESTERN AVE	6103015025	C3	HO-5
15324 S WESTERN AVE	6103015026	C3	HO-5
15340 S WESTERN AVE	6103015027	C3	HO-5
15417 S WESTERN AVE	4063008001	C3	HO-5
15401 S WESTERN AVE	4063008002	C3	HO-5

1450 W REDONDO BEACH BLVD	6105008032	C3	HO-5
NA	6105008030	C3	HO-5
NA	6105008031	C3	HO-5
1914 MARINE AVE	4063005017	C3	HO-3
1958 MARINE AVE	4063005025	C3	HO-3
2003 MARINE AVE	4062013018	C3	HO-3
2021 MARINE AVE	4062013020	C3	HO-3
2315 MARINE AVE	4064023034	C3	HO-5
2421 MARINE AVE	4064023019	C3	HO-5
2415 MARINE AVE	4064023020	C3	HO-5
2403 MARINE AVE	4064023021	C3	HO-5
NA	4064023035	C3	HO-5
NA	4064023022	C3	HO-5
2912 MARINE AVE	4069003002	C3	HO-3
2918 MARINE AVE	4069003001	C3	HO-3
2938 MARINE AVE	4069004027	C3	HO-5
15115 ATKINSON AVE	4069004026	C3	HO-5
15340 CRENSHAW BLVD	4069004002	C3	HO-5
15342 CRENSHAW BLVD	4069004001	C3	HO-5
15406 CRENSHAW BLVD	4069019002	C3	HO-4
15400 CRENSHAW BLVD	4069019001	C3	HO-4
15416 CRENSHAW BLVD	4069019024	C3	HO-4
15520 CRENSHAW BLVD	4069019009	C3	HO-4
15622 S CRENSHAW	4069020002	C3	HO-4
15706 CRENSHAW BLVD	4069020005	C3	HO-4
15712 CRENSHAW BLVD	4069020006	C3	HO-4
15716 CRENSHAW BLVD	4069020007	C3	HO-4
15722 CRENSHAW BLVD	4069020008	C3	HO-4
15915 S WESTERN AVE	4066012033	C3	HO-5
16017 S WESTERN AVE	4066012004	C3	HO-5
16127 S WESTERN AVE	4066012026	C3	HO-5
16119 S WESTERN AVE	4066012028	C3	HO-5
16303 S WESTERN AVE	4066013025	C3	HO-5
16229 S WESTERN AVE	4066013014	C3	HO-5
16311 S WESTERN AVE	4066013016	C3	HO-5
16225 S WESTERN AVE	4066013024	C3	HO-5
16219 S WESTERN AVE	4066013023	C3	HO-5
16213 S WESTERN AVE	4066013022	C3	HO-5

16321 S WESTERN AVE	4066013026	C3	HO-5
16401 S WESTERN AVE	4066025015	C3	HO-5
16417 S WESTERN AVE	4066025017	C3	HO-5
16501 S WESTERN AVE	4066025020	C3	HO-5
16411 S WESTERN AVE	4066025016	C3	HO-5
16505 S WESTERN AVE	4066025021	C3	HO-5
16531 S WESTERN AVE	4066025025	C3	HO-5
16523 S WESTERN AVE	4066025024	C3	HO-5
15830 S WESTERN AVE	6105010021	C3	HO-5
15926 S WESTERN AVE	6105010024	C3	HO-5
15820 S WESTERN AVE	6105010018	C3	HO-5
15824 S WESTERN AVE	6105010060	C3	HO-5
15930 S WESTERN AVE	6105010062	C3	HO-5
15934 S WESTERN AVE	6105010026	C3	HO-5
16102 S WESTERN AVE	6105010043	C3	HO-5
16108 S WESTERN AVE	6105010044	C3	HO-5
16116 S WESTERN AVE	6105010045	C3	HO-5
16016 S WESTERN AVE	6105010064	C3	HO-5
1735 W 162 ND ST	6105010048	C3	HO-5
1743 W 162 ND ST	6105010047	C3	HO-5
16126 S WESTERN AVE	6105010046	C3	HO-5
16240 S WESTERN AVE	6105004045	O	HO-5
16224 S WESTERN AVE	6105004036	O	HO-5
1735 W GARDENA BLVD	6105004046	O	HO-5
16320 S WESTERN AVE	6105004043	O	HO-5
1747 W 166 TH ST	6105001010	C3	HO-5
16520 S WESTERN AVE	6105001002	C3	HO-5
16516 S WESTERN AVE	6105001003	C3	HO-5
16522 S WESTERN AVE	6105001001	C3	HO-5
16510 S WESTERN AVE	6105001030	C3	HO-5
16816 S WESTERN AVE	6106003003	C3	HO-5
16820 S WESTERN AVE	6106003004	C3	HO-5
16910 S WESTERN AVE	6106003034	C3	HO-5
16822 S WESTERN AVE	6106003028	C3	HO-5
16826 S WESTERN AVE	6106003030	C3	HO-5
16924 S WESTERN AVE	6106003026	C3	HO-5
17014 S WESTERN AVE	6106009001	C3	HO-5
17018 S WESTERN AVE	6106009014	C3	HO-5

17000 S WESTERN AVE	6106009015	C3	HO-5
17124 S WESTERN AVE	6106009008	C3	HO-5
17128 S WESTERN AVE	6106009009	C3	HO-5
NA	6106030016	M1	HO-4
16835 S NORMANDIE AVE	6106030015	M1	HO-4
16829 S NORMANDIE AVE	6106030011	M1	HO-4
16617 NORMANDIE AVE	6106027039	M1	HO-4
16610 BRIGHTON AVE	6106027026	M1	HO-4
16601 S NORMANDIE AVE	6106027023	M1	HO-4
16611 S NORMANDIE AVE	6106027027	M1	HO-4
1414 W 166 TH ST	6106027040	M1	HO-4
NA	6111007016	C3	HO-4
NA	6111007017	C3	HO-4
1345 W 166 TH ST	6111007032	C3	HO-4
17901 S VERMONT AVE	6111024009	C3	HO-3
NA	6111024010	C3	HO-3
1435 W 178 TH ST	6106036015	M2	HO-4
1411 W 178 TH ST	6106036025	M2	HO-4
NA	6106036805	M2	HO-4
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1440 W 178 TH ST	6106038025	M1	HO-4
1446 W 178 TH ST	6106038021	M1	HO-4
1406 W 178 TH ST	6106038023	M1	HO-4
1402 W 178 TH ST	6106038022	M1	HO-4
1440 W 178 TH ST	6106038024	M1	HO-4
1468 W 178 TH ST	6106038016	M1	HO-4
1480 W 178 TH ST	6106038017	M1	HO-4
1528 W 178 TH ST	6106037020	M1	HO-3
1524 W 178 TH ST	6106037025	M1	HO-3
1520 W 178 TH ST	6106037026	M1	HO-3
NA	6106037029	M1	HO-3
17817 EVELYN AVE	6106037002	M1	HO-3
17833 EVELYN AVE	6106037024	M1	HO-3
1500 W 178 TH ST	6106037027	M1	HO-3
17853 EVELYN AVE	6106037030	M1	HO-3
17805 S DENKER AVE	6106018050	M1	HO-3
17809 S DENKER AVE	6106018042	M1	HO-3
17908 LA SALLE AVE	6106018049	HB	HO-3

17803 LA SALLE AVE	6106017020	M1	HO-3
17804 S HARVARD BLVD	6106017001	M1	HO-3
17812 S HARVARD BLVD	6106017040	M1	HO-3
18011 LA SALLE AVE	6106021018	HB	HO-3
NA	6106021024	HB	HO-3
18031 LA SALLE AVE	6106021037	HB	HO-3
18105 LA SALLE AVE	6106021047	HB	HO-3
1651 W 182 ND ST	6106021051	HB	HO-5
18111 S HARVARD BLVD	6106020028	HB	HO-3
NA	6106020043	HB	HO-5
1700 W 180 TH ST	6106020018	HB	HO-3
17803 S HARVARD BLVD	6106016017	M1	HO-3
17822 S HOBART BLVD	6106016030	M1	HO-3
17812 S HOBART BLVD	6106016033	M1	HO-3
17832 S HOBART BLVD	6106016032	HB	HO-3
17924 S HOBART BLVD	6106016031	HB	HO-3
18116 S HOBART BLVD	6106020041	HB	HO-3
1719 W 182 ND ST	6106020040	HB	HO-5
1725 W 182 ND ST	6106020038	HB	HO-5
1745 W 182 ND ST	6106019065	M1	HO-5
NA	6106019059	M1	HO-3
18105 S HOBART BLVD	6106019066	M1	HO-3
18101 S HOBART BLVD	6106019067	M1	HO-3
18025 S HOBART BLVD	6106019047	M1	HO-3
1726 W 180 TH ST	6106019068	M1	HO-3
1727 W 180 TH ST	6106015050	M1	HO-3
17913 S HOBART BLVD	6106015044	M1	HO-3
NA	6106015029	M1	HO-3
NA	6106015030	M1	HO-3
17903 S HOBART BLVD	6106015048	M1	HO-3
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17831 S HOBART BLVD	6106015045	M1	HO-3
17815 S HOBART BLVD	6106015051	M1	HO-3
17850 S WESTERN AVE	6106015013	M1	HO-5
17810 S WESTERN AVE	6106015058	M1	HO-5
NA	6106015057	M1	HO-5
17910 S WESTERN AVE	6106015056	M1	HO-5
17804 S WESTERN AVE	6106015055	M1	HO-5

17840 S WESTERN AVE	6106015060	M1	HO-5
17820 S WESTERN AVE	6106015059	M1	HO-5
17920 S WESTERN AVE	6106015019	M1	HO-5
NA	6106019063	C3	HO-5
18016 S WESTERN AVE	6106019048	C3	HO-5
NA	6106019049	C3	HO-5
NA	6106019050	C3	HO-5
NA	6106019055	C3	HO-5
NA	6106019062	C3	HO-5
NA	6106019052	C3	HO-5
18110 S WESTERN AVE	6106019064	C3	HO-5
NA	6106019054	C3	HO-5
NA	6106019051	C3	HO-5
NA	6106019053	C3	HO-5

Artesia Corridor Properties

SP AREA	ADDRESS	AIN NUMBERS	NEW ZONING
1	17400 S. Western Ave. 17414 S. Western Ave. 17420 S. Western Ave. 1740 W. Artesia Blvd.	6106013033 6106013045 6106013046 6106013047	General Commercial (C-3)
2	1650 W. Artesia Blvd. 1610 W. Artesia Blvd.	6106013053 6106013049	Very High Density Residential (R-6)
3/4	1540 W. Artesia Blvd. 1534 W. Artesia Blvd. 1500 W. Artesia Square 1502 W. Artesia Square 1504 W. Artesia Square 1506 W. Artesia Square 1508 W. Artesia Square 1510 W. Artesia Square 1512 W. Artesia Square 1520 Artesia Square 1528 Artesia Square 1538 Artesia Square 1540 Artesia Square 1548 Artesia Square 1558 Artesia Square 1560 Artesia Square 1568 Artesia Square 1578 Artesia Square 1580 Artesia Square 1588 Artesia Square 1602 Artesia Square	6106013061 6106013062 6106014041 - 6106014045 6106014067 - 6106014072 6106014056 - 6106014060 6106014061 – 6106014066 6106014024 - 6106014031 6106014012 - 6106014023 6106014033 - 6106014040 6106013072 - 6106013076 6101013078 - 6106013085 6106013064 - 6106013071 6106013147 - 6106013153 6106013139 – 6101013146 6106013123 – 6106013130 6106013131 - 6106013137 6106013115 - 6106013122 6106013109 – 6106013113 6106013093 - 6106013096 6106013098 - 6101013105 6106013159 - 6106013164	Artesia Mixed-Use

SP AREA	ADDRESS	AIN NUMBERS	NEW ZONING
	1604 Artesia Square 1608 Artesia Square No Address No Address No Address No Address No Address No Address	6106013154 - 6106013158 6106013086 - 6106013092 6106014046 6106014009 6106014010 6106014008 6106014011 6106014046 - 6106014055	
4/5	1450 W. Artesia Blvd. 1440 W. Artesia Blvd. 1452 W. Artesia Blvd. 1462 W. Artesia Blvd. 1472 W. Artesia Blvd. No Address (Sump)	6106036035 6106036012 6106036036 6106036037 6106036010 6106036034	1450 Artesia Specific Plan
6	No Address No Address	6106036902 6106036905	Official (O)

Attachment 2 – May 11, 2021 City Council
meeting on Inventory and Noninventory Sites

MAY 11, 2021

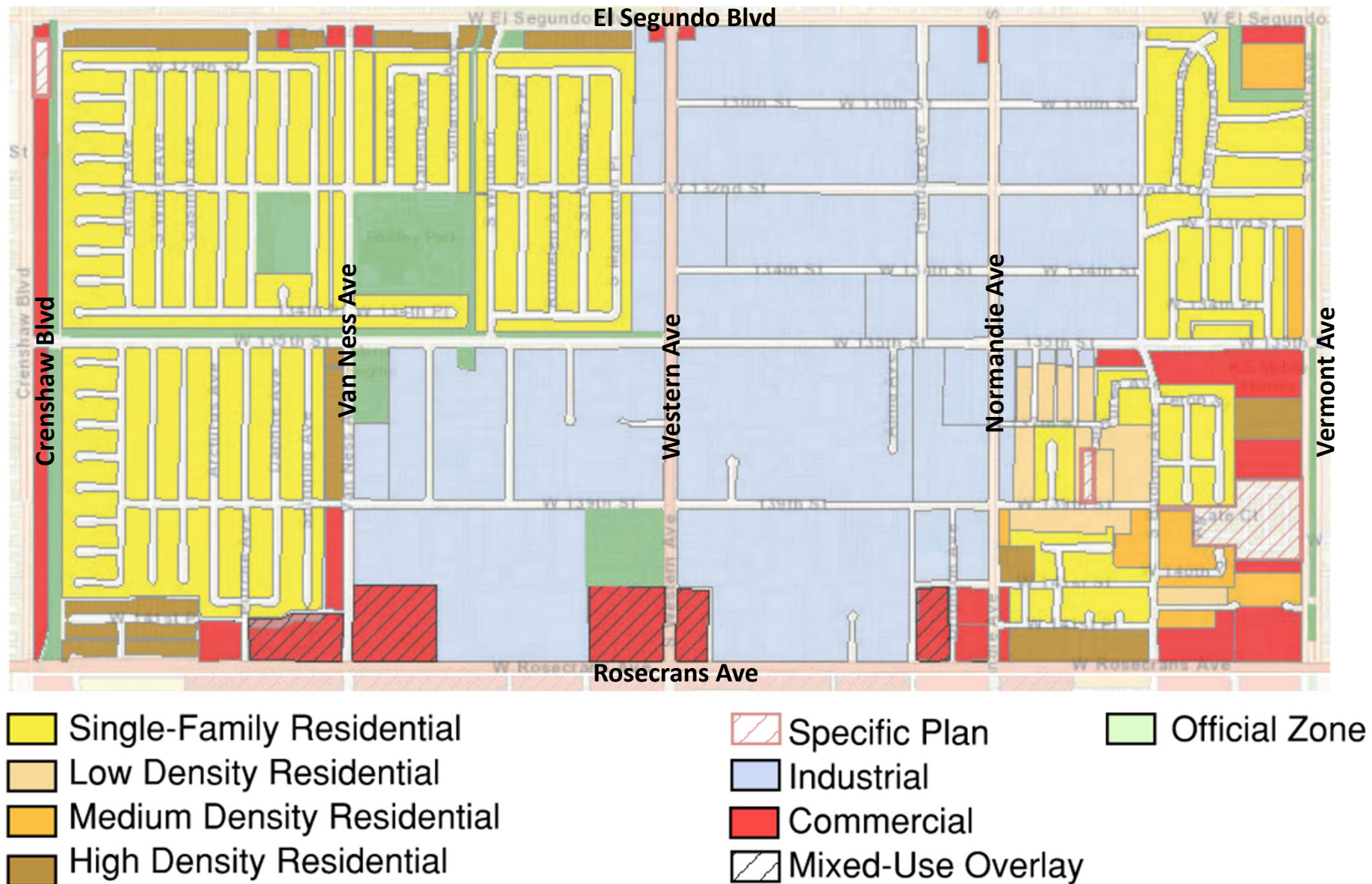
City Council Meeting

**CITY OF GARDENA HOUSING ELEMENT 2021-2029
SITES INVENTORY**

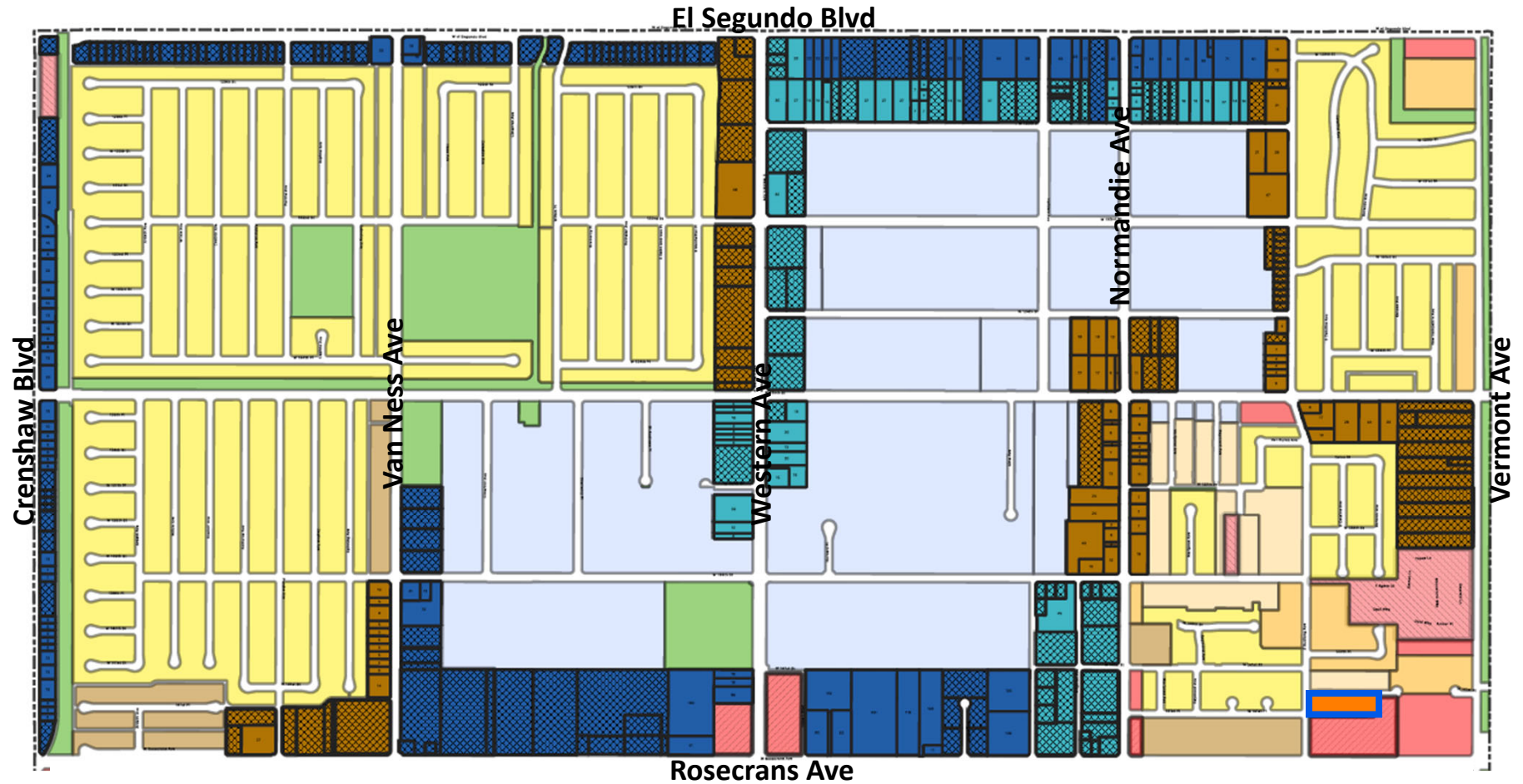






Draft Inventory Sites Maps



El Segundo Blvd to Rosecrans Ave



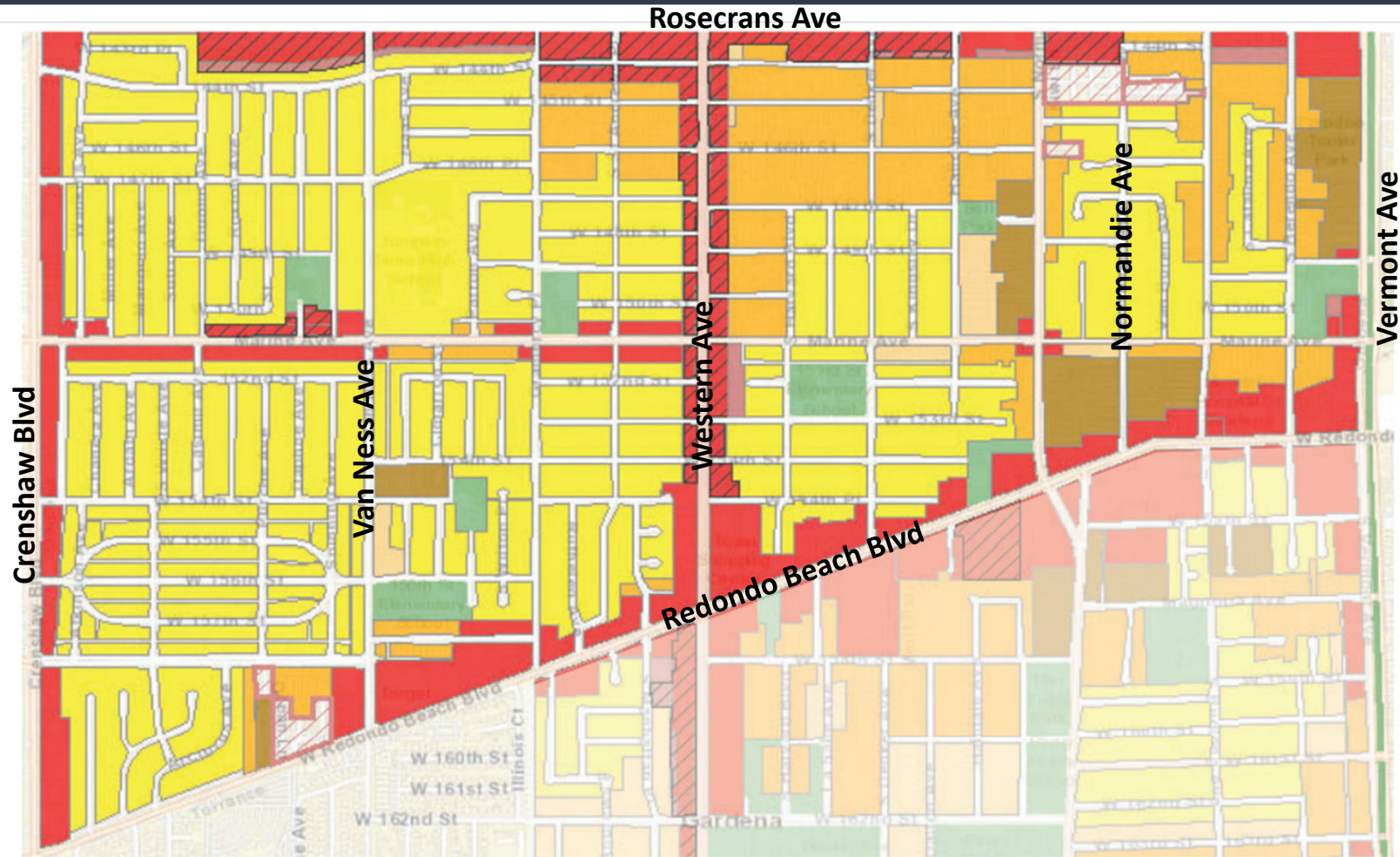
El Segundo Blvd to Rosecrans Ave



-  O3 (0 - 17 du/acre)
-  O4 (20 - 30 du/acre)
-  O5 (31 - 50 du/acre)
-  O6 (51 - 70 du/acre)

-  Not Included in Inventory
-  Religious Institution Overlay

Rosecrans Ave to Redondo Beach Blvd

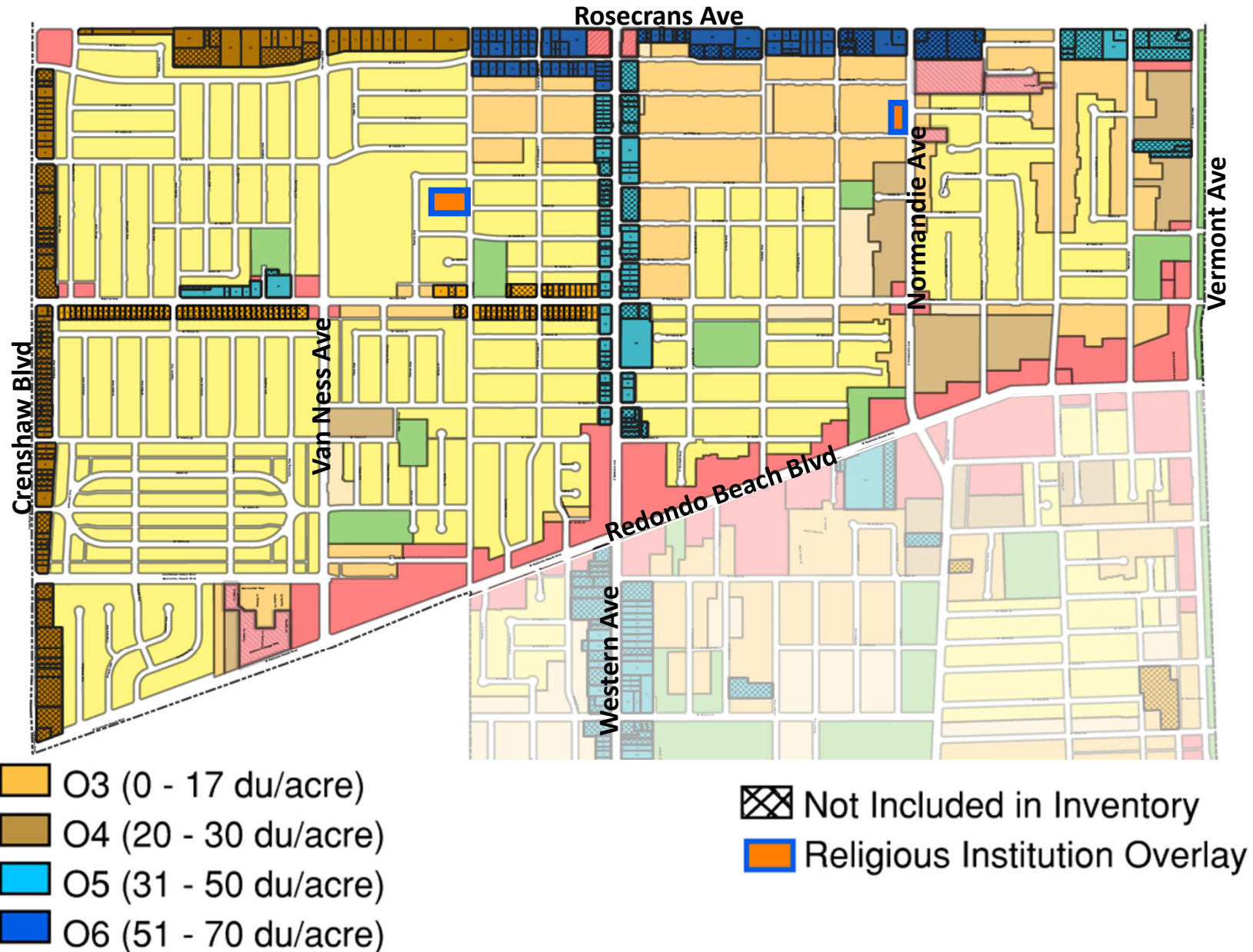


- Single-Family Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential

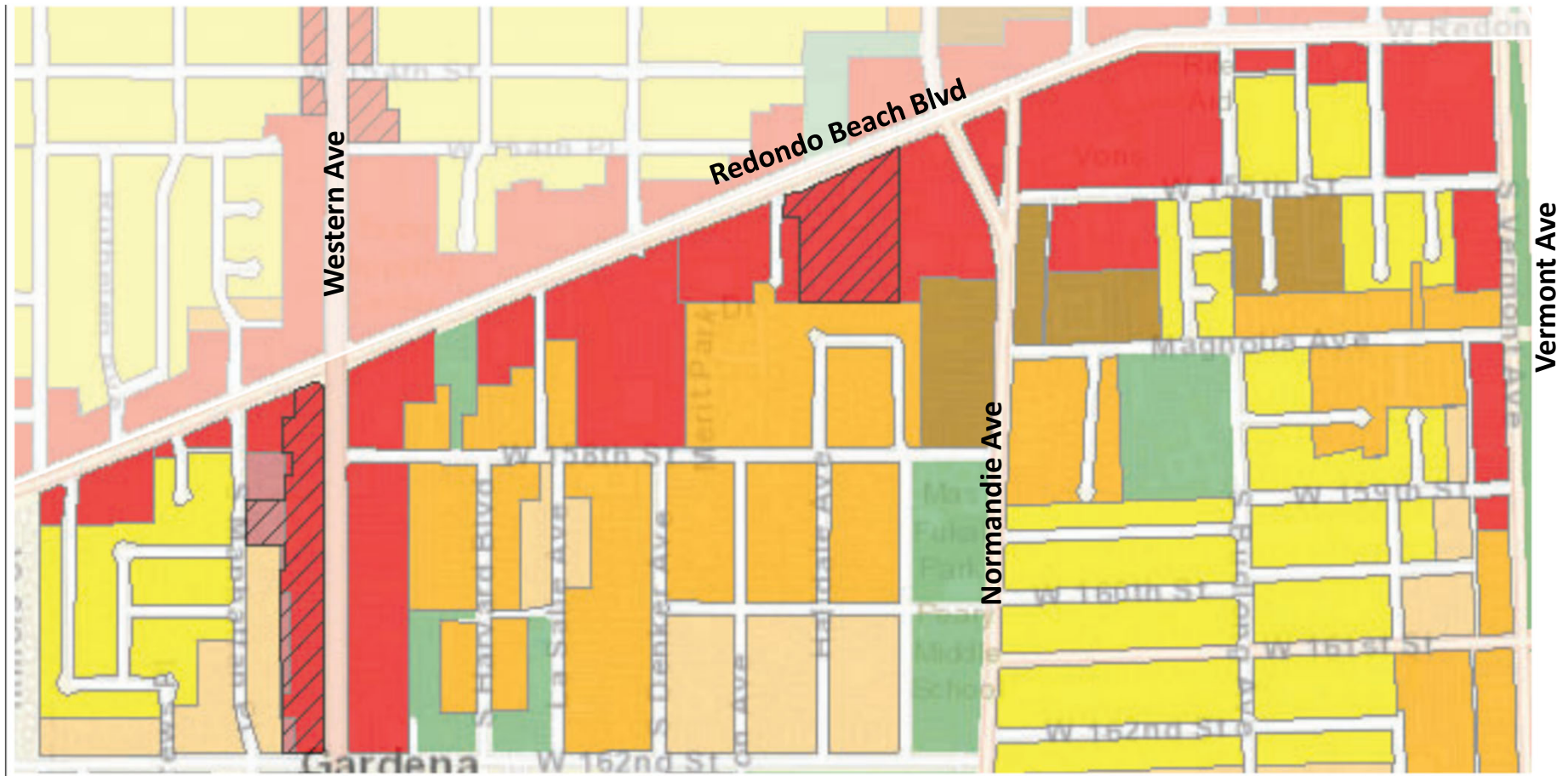
- Specific Plan
- Industrial
- Commercial
- Mixed-Use Overlay










- Official Zone

Rosecrans Ave to Redondo Beach Blvd

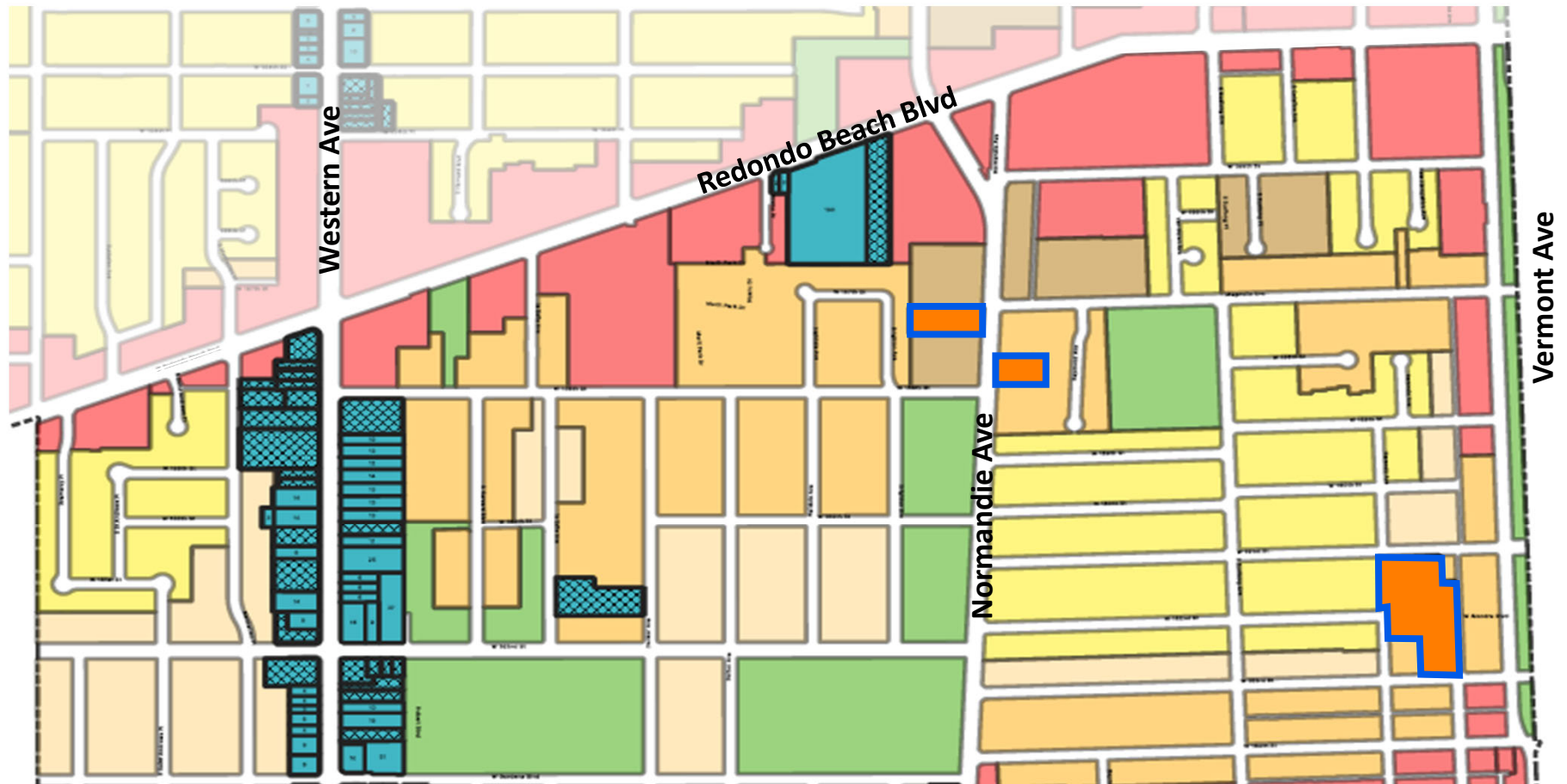


Redondo Beach Blvd to Gardena Blvd



-  Single-Family Residential
  Low Density Residential
  Medium Density Residential
  High Density Residential
  Specific Plan
  Industrial
  Commercial
  Mixed-Use Overlay
  Official Zone

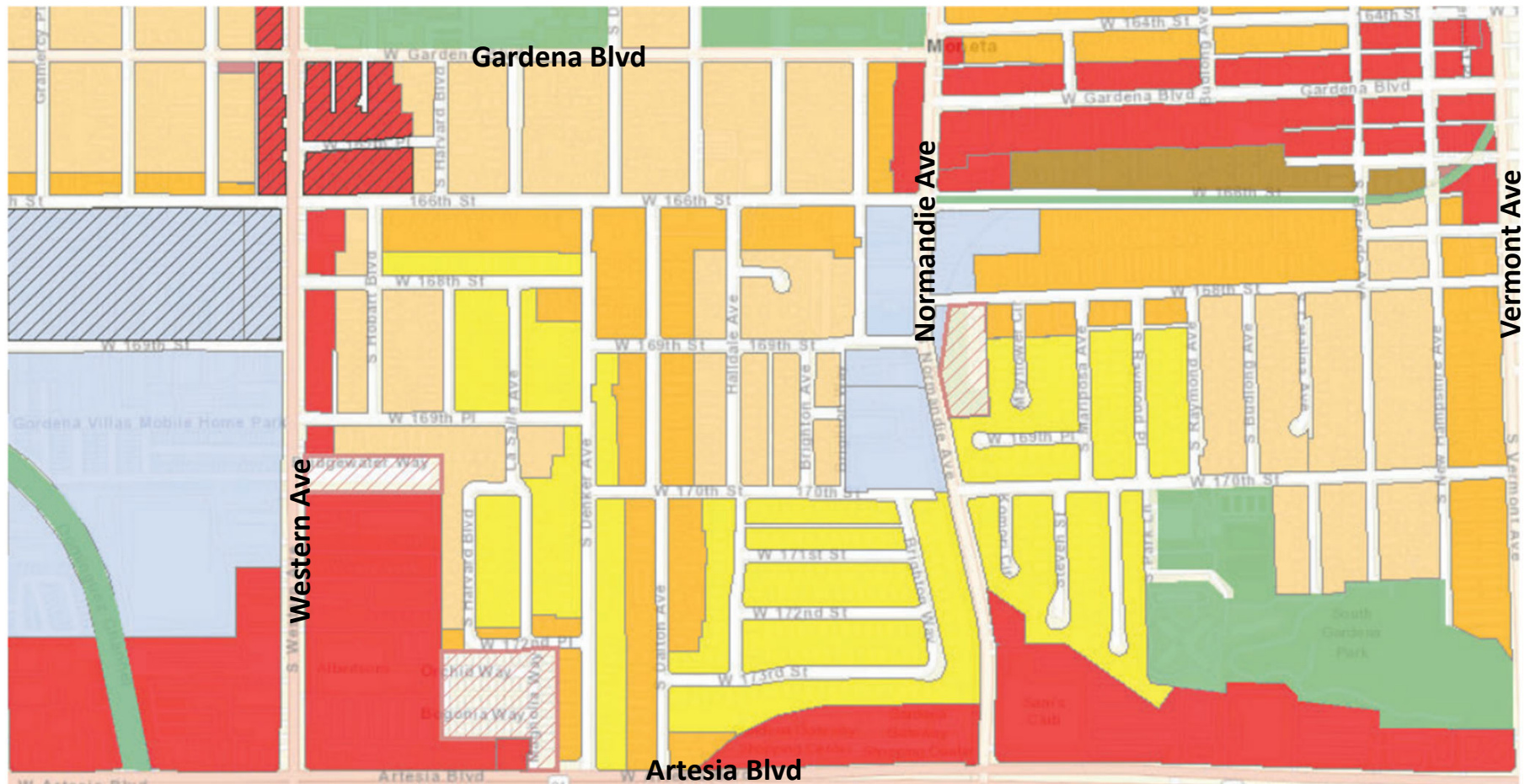
Redondo Beach Blvd to Gardena Blvd












- O3 (0 - 17 du/acre)
- O4 (20 - 30 du/acre)
- O5 (31 - 50 du/acre)
- O6 (51 - 70 du/acre)

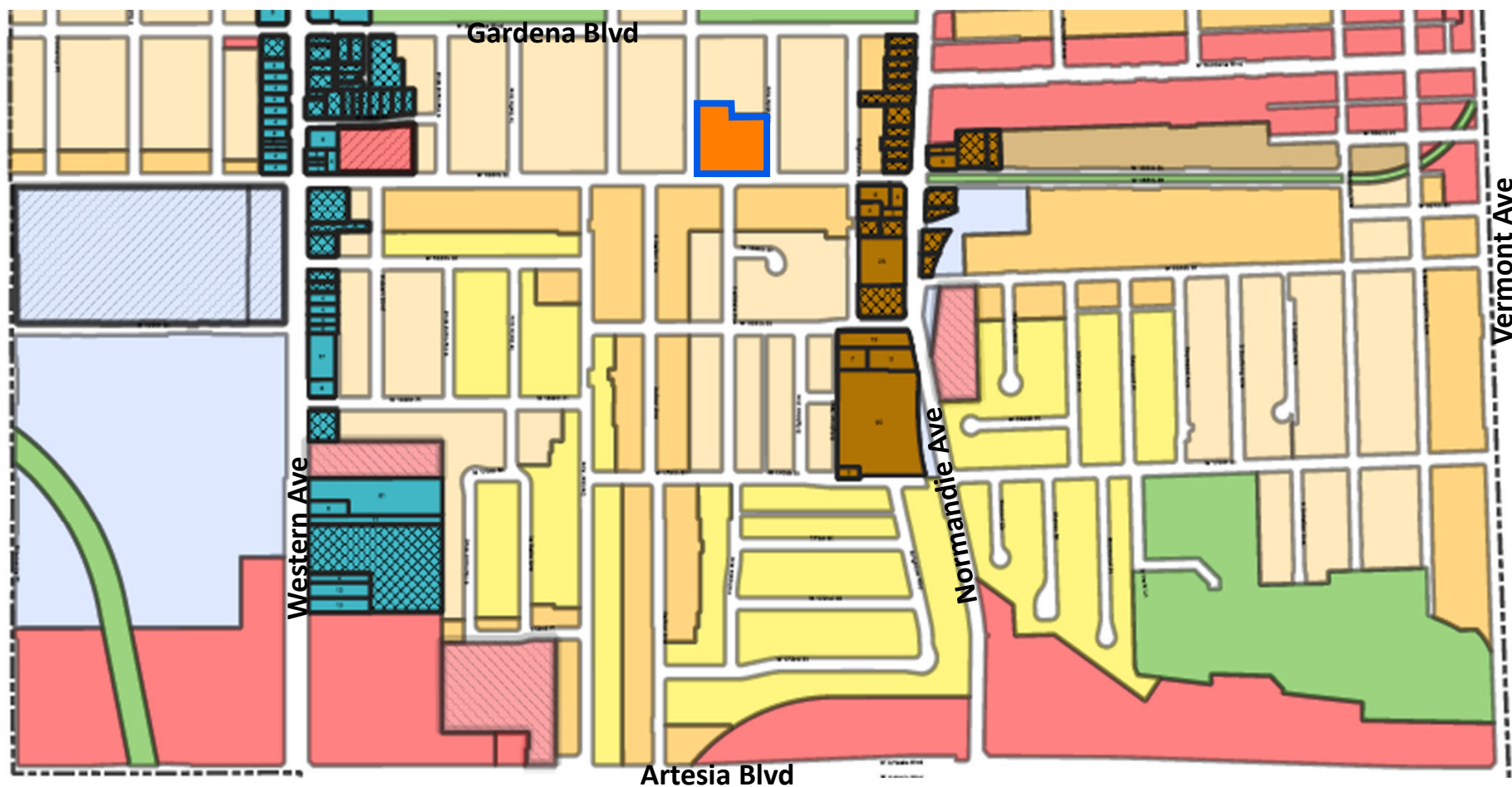
- Not Included in Inventory
- Religious Institution Overlay

Gardena Blvd to Artesia Blvd



-  Single-Family Residential
  Low Density Residential
  Medium Density Residential
  High Density Residential
  Specific Plan
  Industrial
  Commercial
  Mixed-Use Overlay
  Official Zone

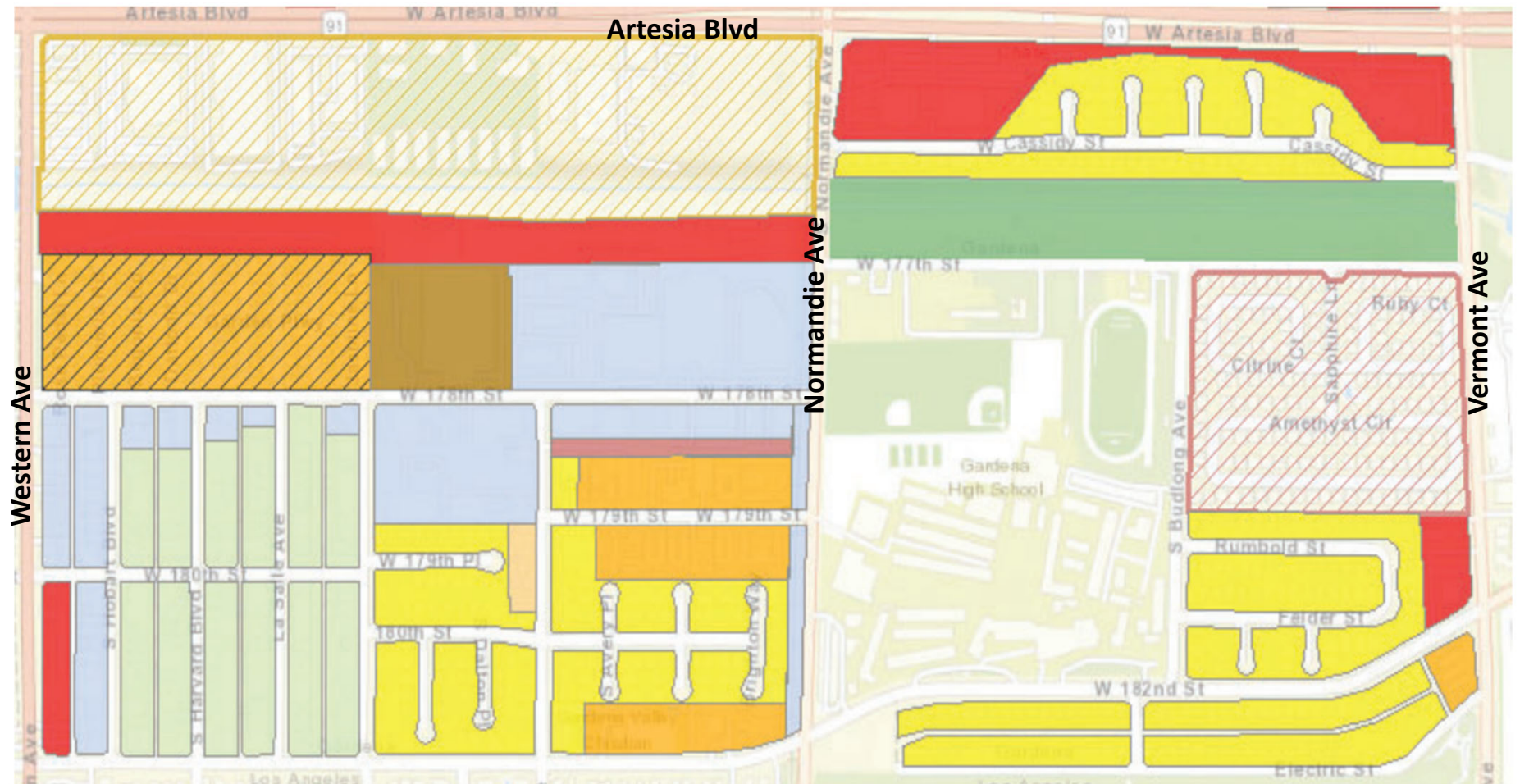
Gardena Blvd to Artesia Blvd












- O3 (0 - 17 du/acre)
- O4 (20 - 30 du/acre)
- O5 (31 - 50 du/acre)
- O6 (51 - 70 du/acre)

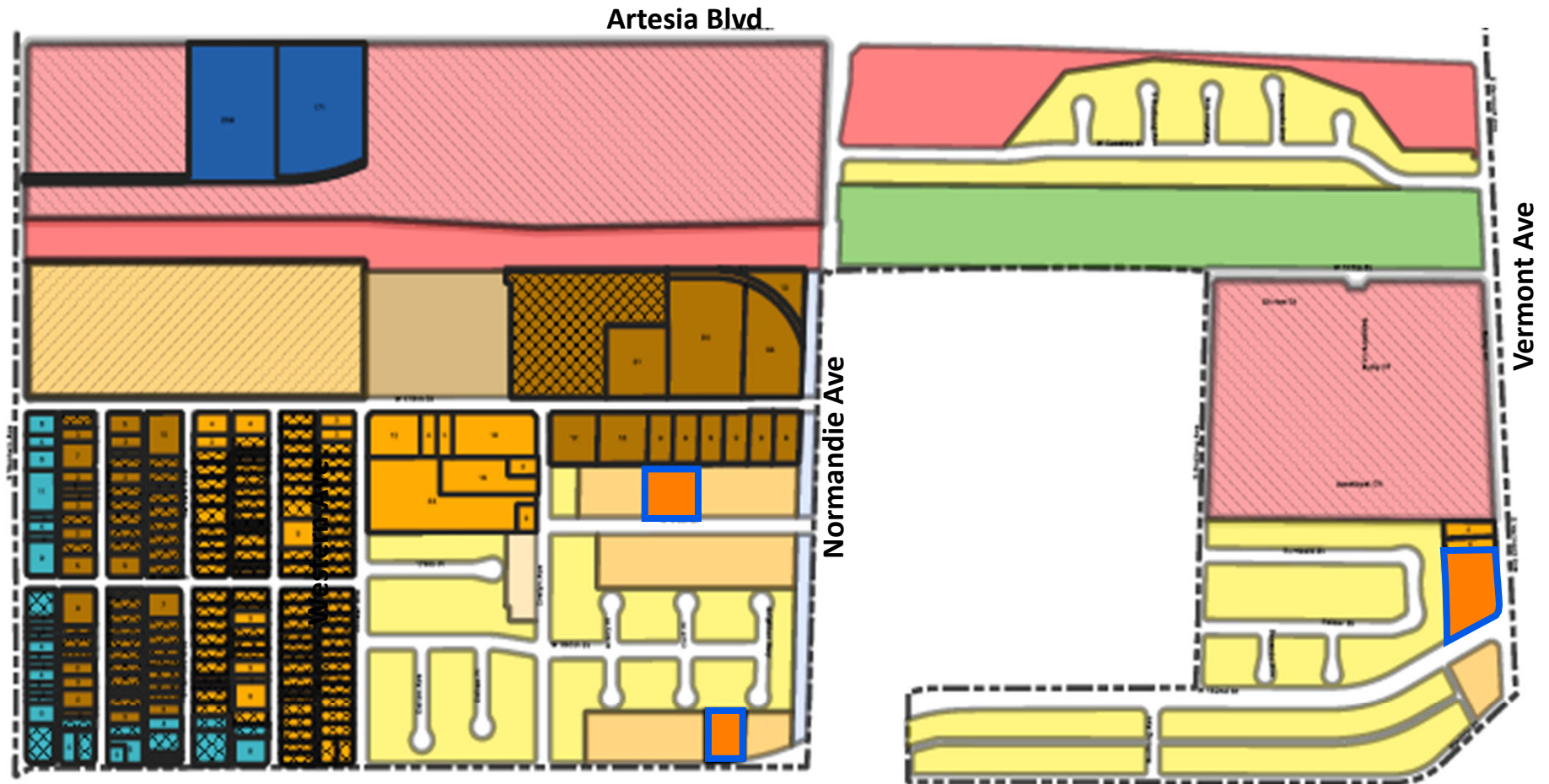
- Not Included in Inventory
- Religious Institution Overlay

South of Artesia Blvd



-  Single-Family Residential
  Low Density Residential
  Medium Density Residential
  High Density Residential
  Specific Plan
  Industrial
  Commercial
  Mixed-Use Overlay
  Official Zone

South of Artesia



- O3 (0 - 17 du/acre)
- O4 (20 - 30 du/acre)
- O5 (31 - 50 du/acre)
- O6 (51 - 70 du/acre)

- Not Included in Inventory
- Religious Institution Overlay

Attachment 3 – June 1, 2021 City Council and
Planning Commission meeting on Inventory and
Noninventory Sites

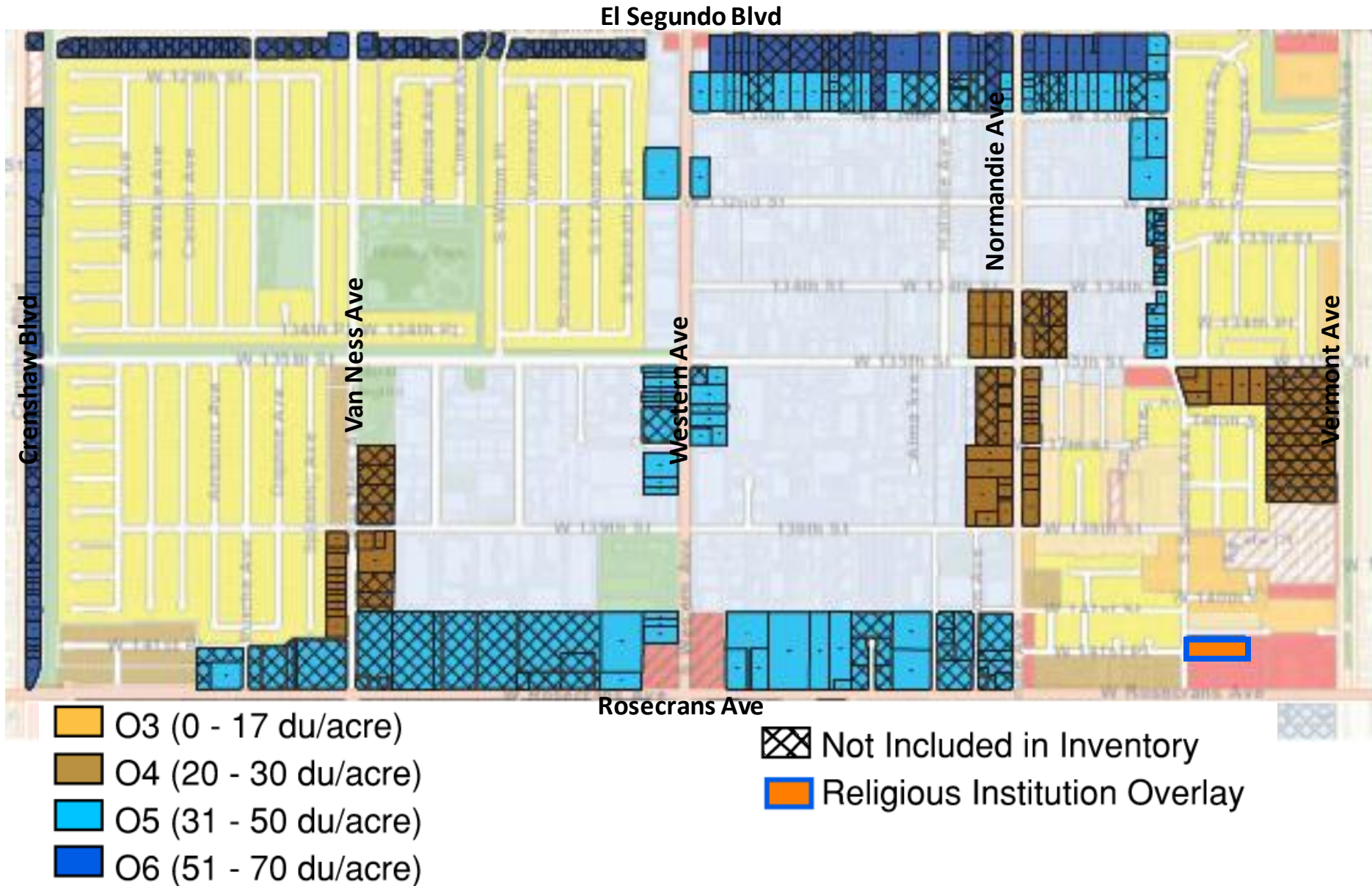
**JUNE 1, 2021
City Council &
Planning Commission Meeting**

**CITY OF GARDENA HOUSING ELEMENT 2021-2029
SITES INVENTORY**

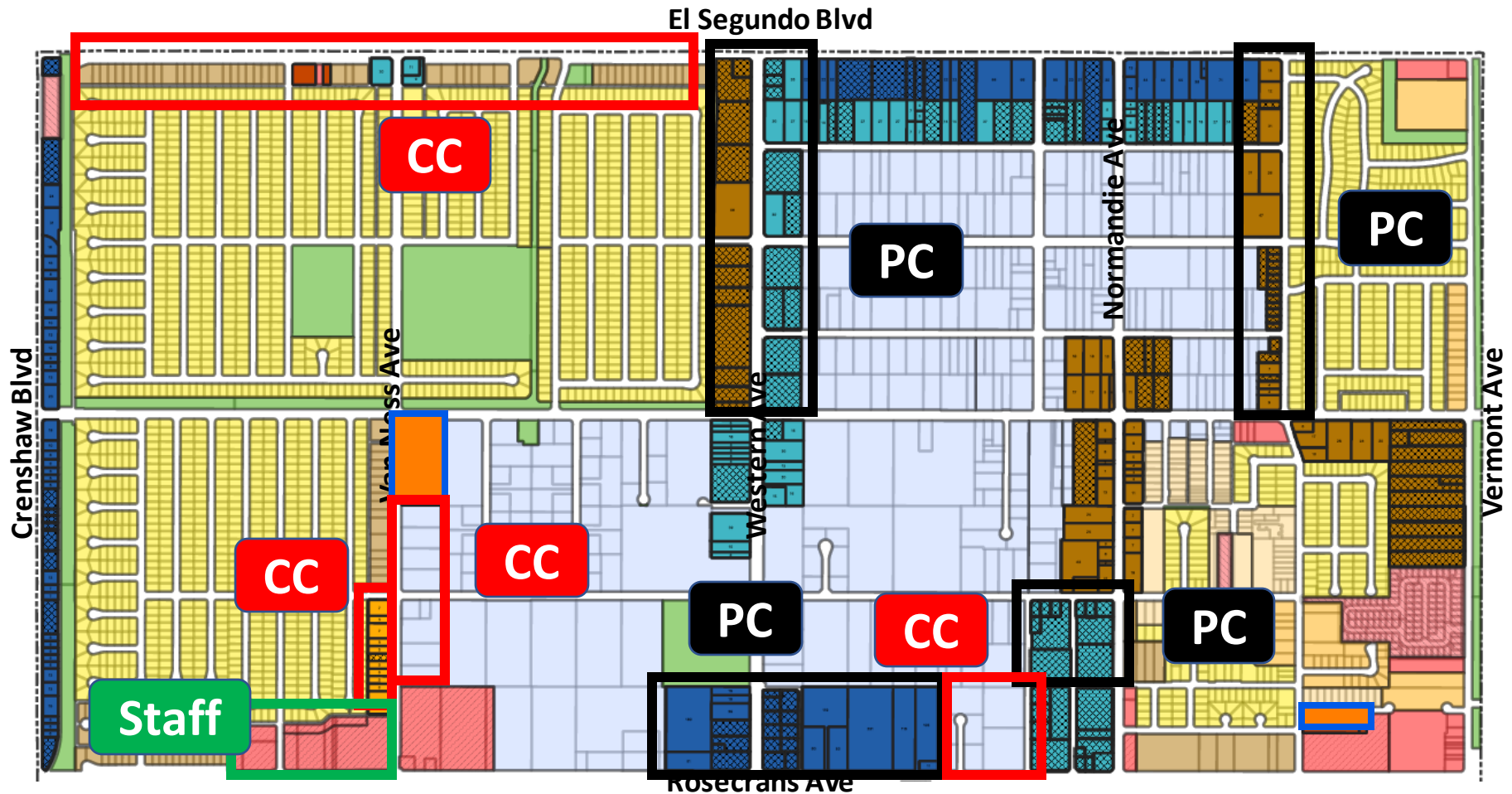






Inventory Sites Maps



El Segundo Blvd to Rosecrans Ave



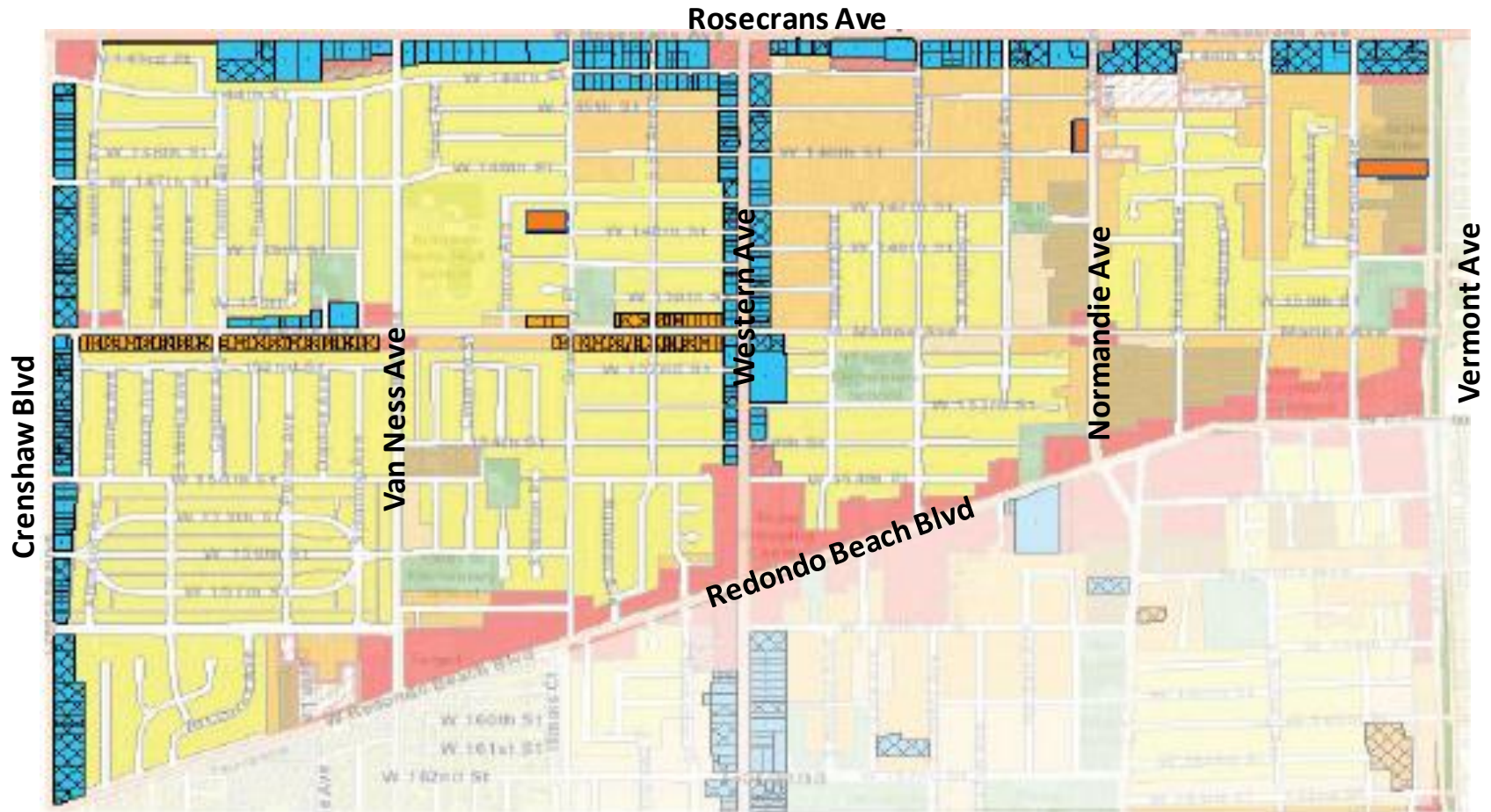
El Segundo Blvd to Rosecrans Ave



-  O3 (0 - 17 du/acre)
 O4 (20 - 30 du/acre)
 O5 (31 - 50 du/acre)
 O6 (51 - 70 du/acre)

-  Not Included in Inventory
 Religious Institution Overlay

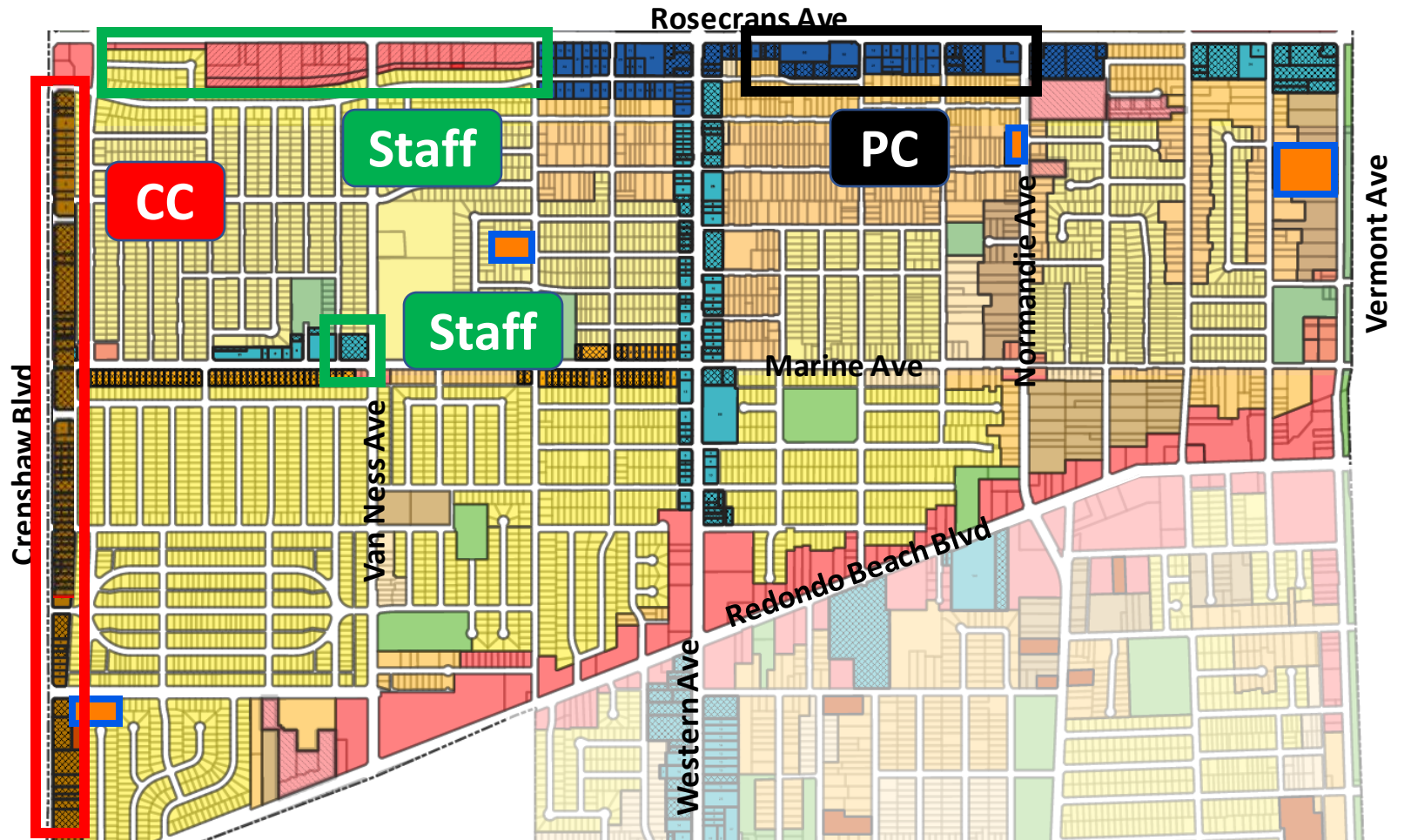
Rosecrans Ave to Redondo Beach Blvd



- O3 (0 - 17 du/acre)
- O4 (20 - 30 du/acre)
- O5 (31 - 50 du/acre)
- O6 (51 - 70 du/acre)

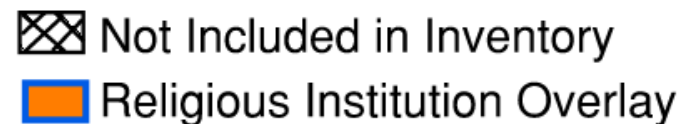
- Not Included in Inventory
- Religious Institution Overlay

Rosecrans Ave to Redondo Beach Blvd

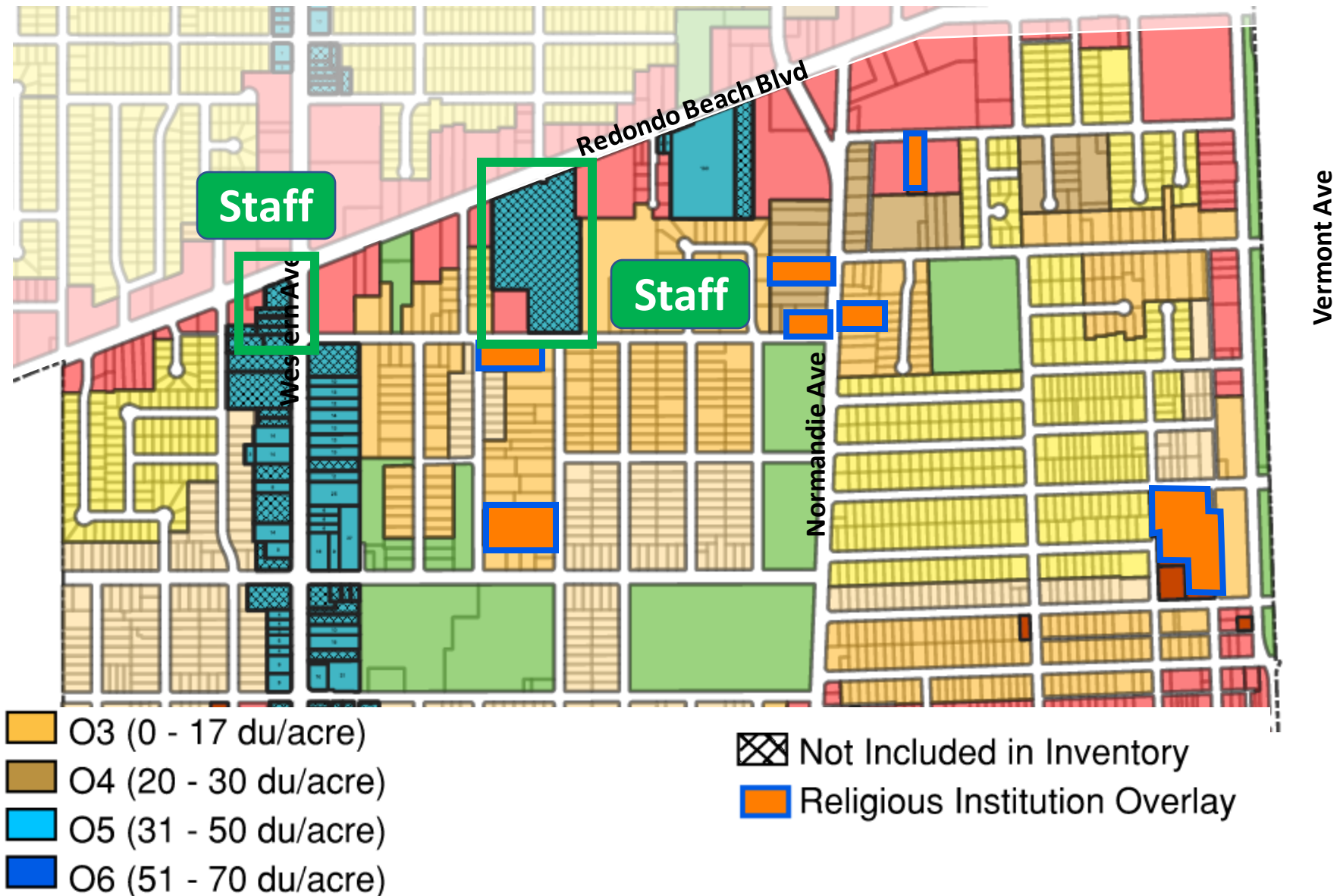


- O3 (0 - 17 du/acre)
- O4 (20 - 30 du/acre)
- O5 (31 - 50 du/acre)
- O6 (51 - 70 du/acre)

- Not Included in Inventory
- Religious Institution Overlay

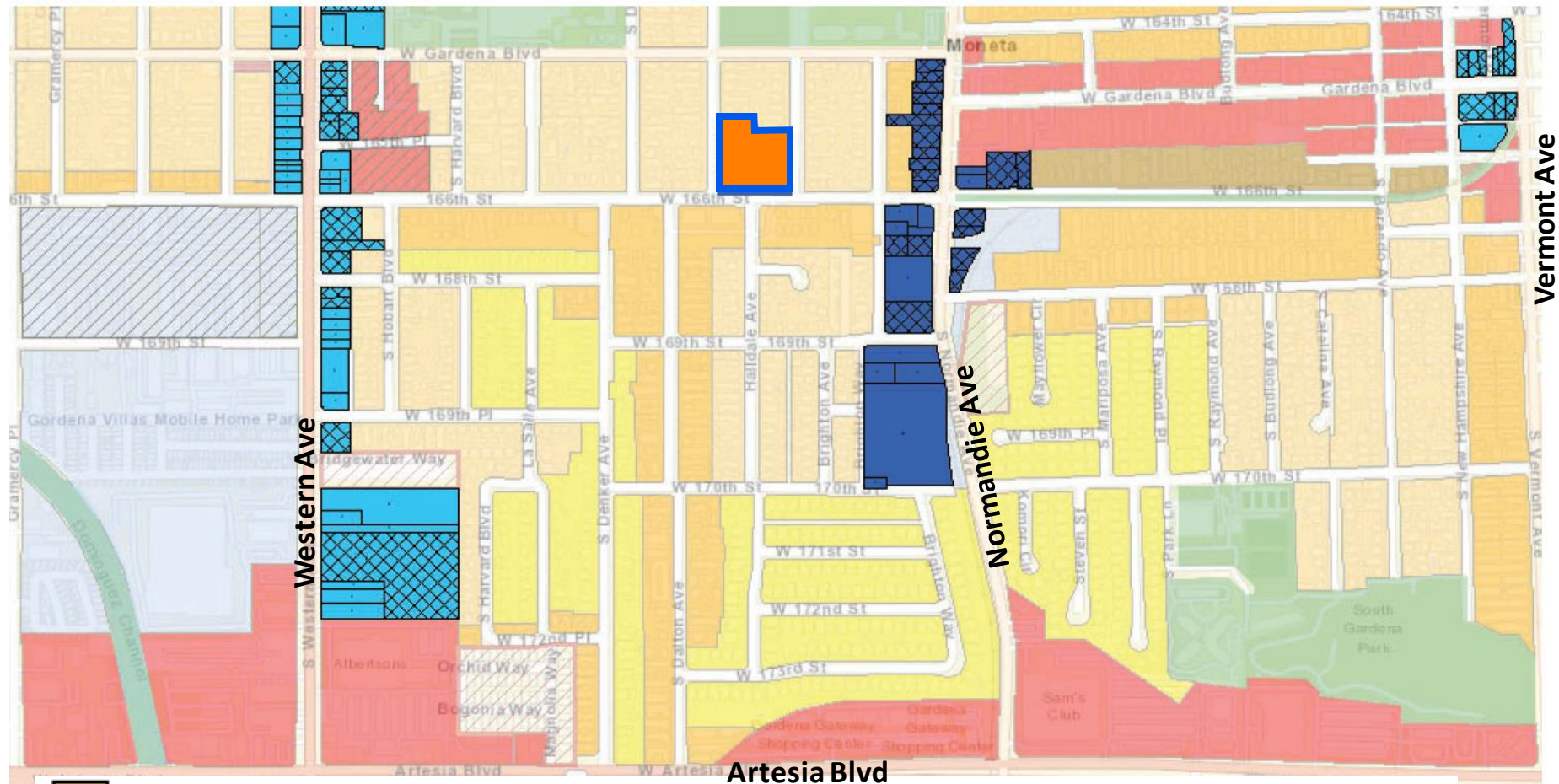






Redondo Beach Blvd to Gardena Blvd





Gardena Blvd to Artesia Blvd

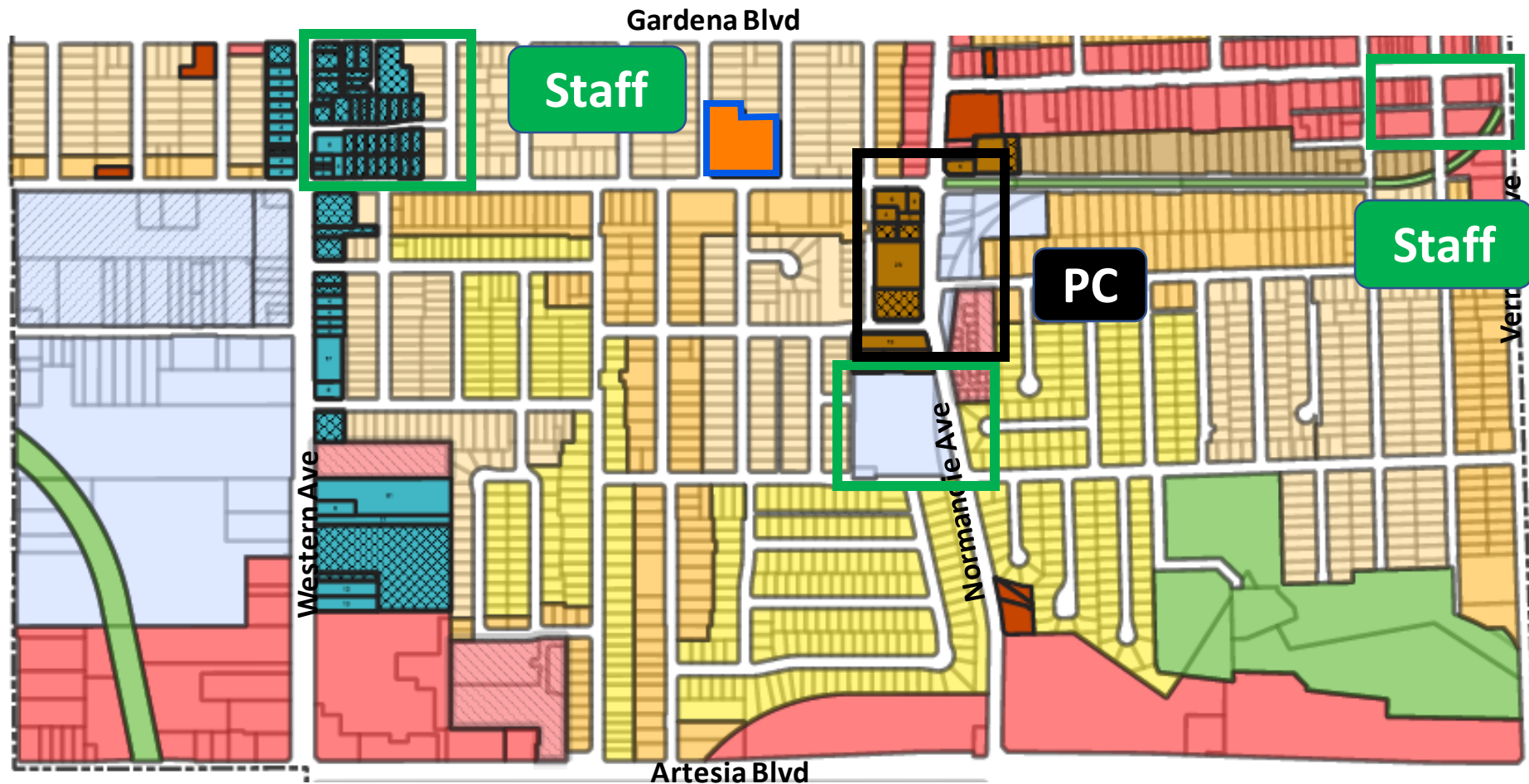
Gardena Blvd



- | | |
|--|----------------------|
|  | O3 (0 - 17 du/acre) |
|  | O4 (20 - 30 du/acre) |
|  | O5 (31 - 50 du/acre) |
|  | O6 (51 - 70 du/acre) |

-  Not Included in Inventory
 Religious Institution Overlay

Gardena Blvd to Artesia Blvd

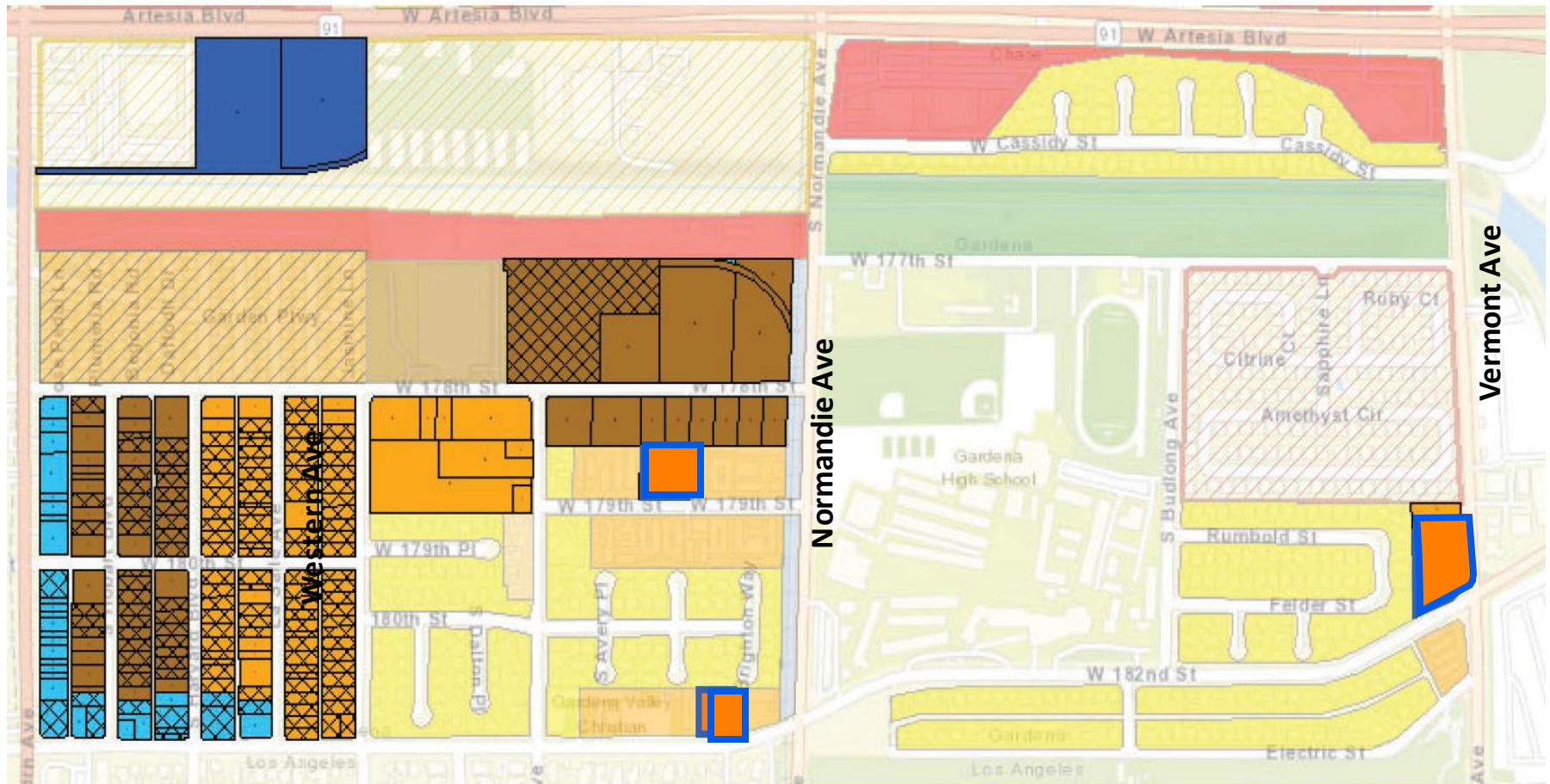


- O3 (0 - 17 du/acre)
- O4 (20 - 30 du/acre)
- O5 (31 - 50 du/acre)
- O6 (51 - 70 du/acre)

- Not Included in Inventory
- Religious Institution Overlay

South of Artesia

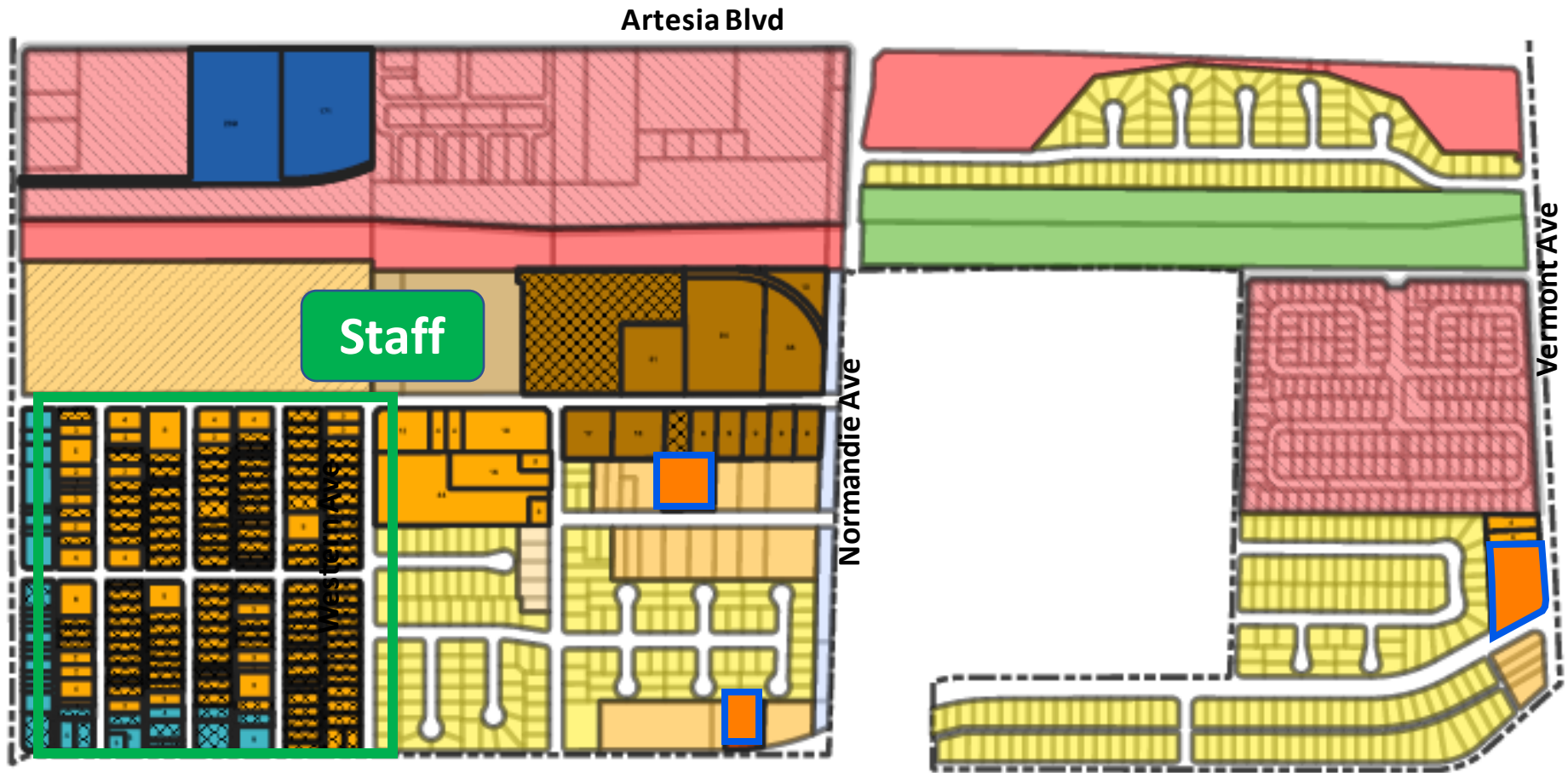
Artesia Blvd



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- O4 (20 - 30 du/acre)
- O5 (31 - 50 du/acre)
- O6 (51 - 70 du/acre)

- Not Included in Inventory
- Religious Institution Overlay

South of Artesia



- O3 (0 - 17 du/acre)
- O4 (20 - 30 du/acre)
- O5 (31 - 50 du/acre)
- O6 (51 - 70 du/acre)

- Not Included in Inventory
- Religious Institution Overlay

Attachment 4 – January 26, 2022 City Council meeting on Inventory and Noninventory Sites

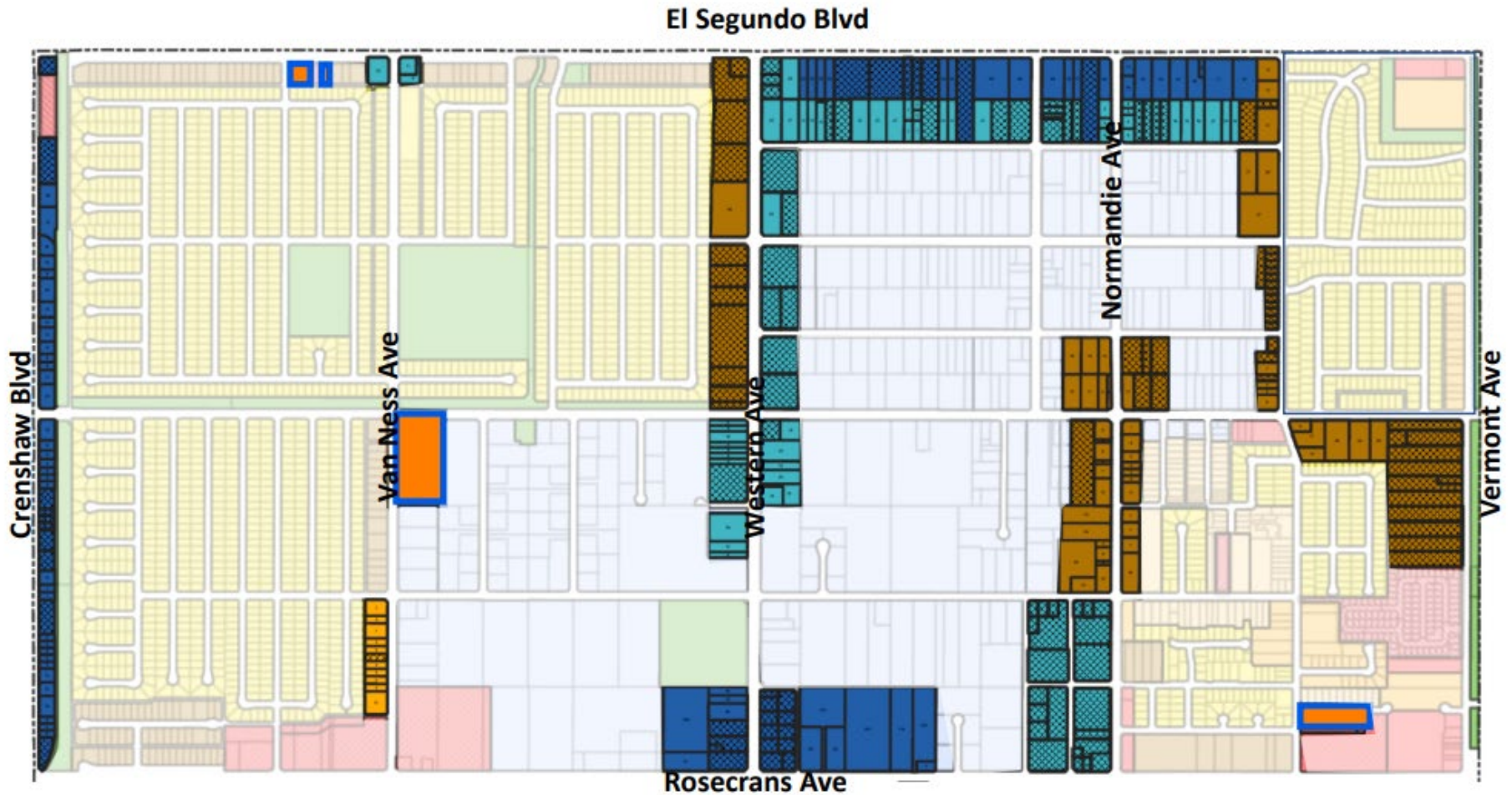
January 26, 2022

Special City Council Meeting

CITY OF GARDENA HOUSING ELEMENT 2021-2029



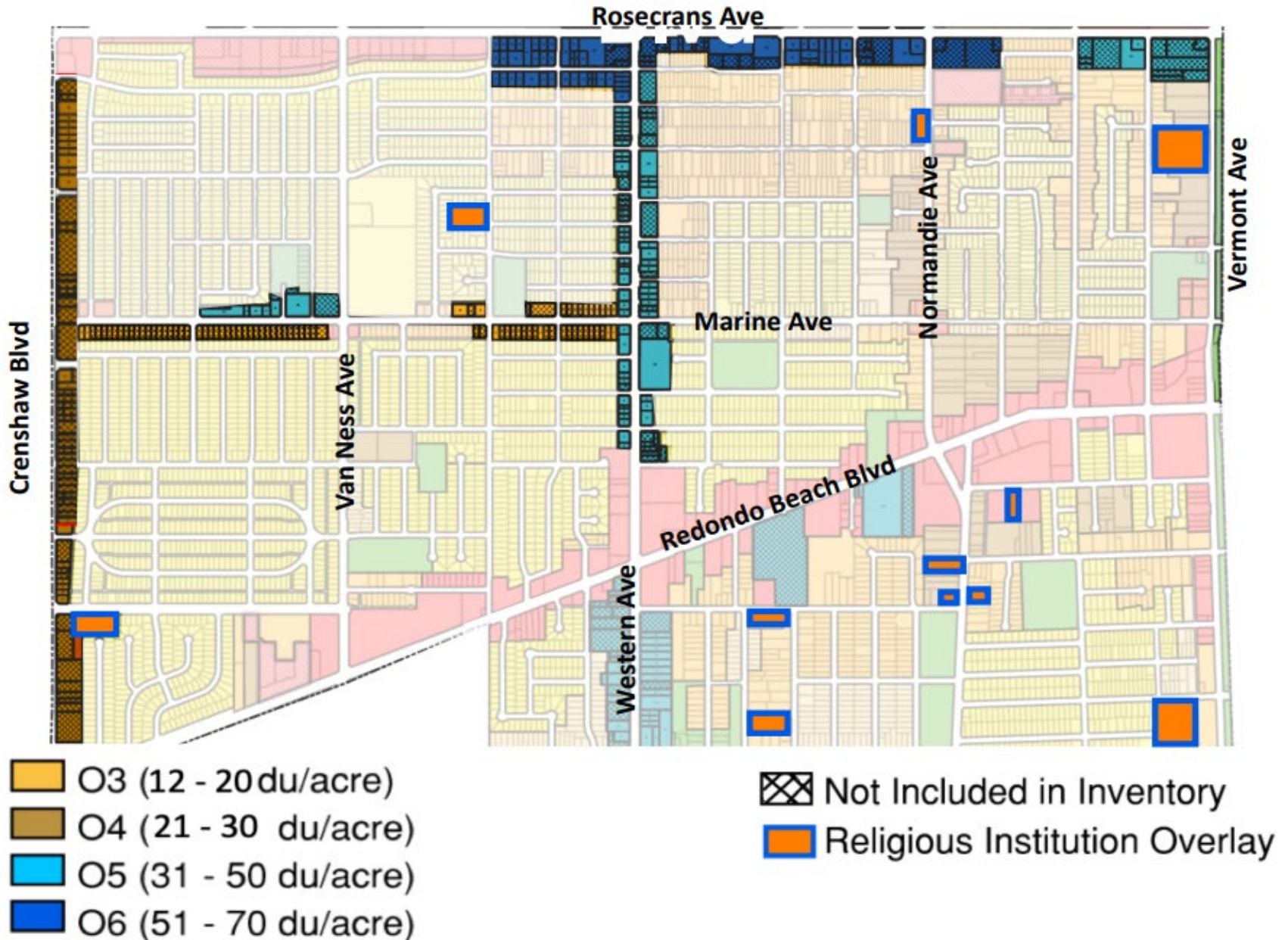
El Segundo Blvd to Rosecrans Ave



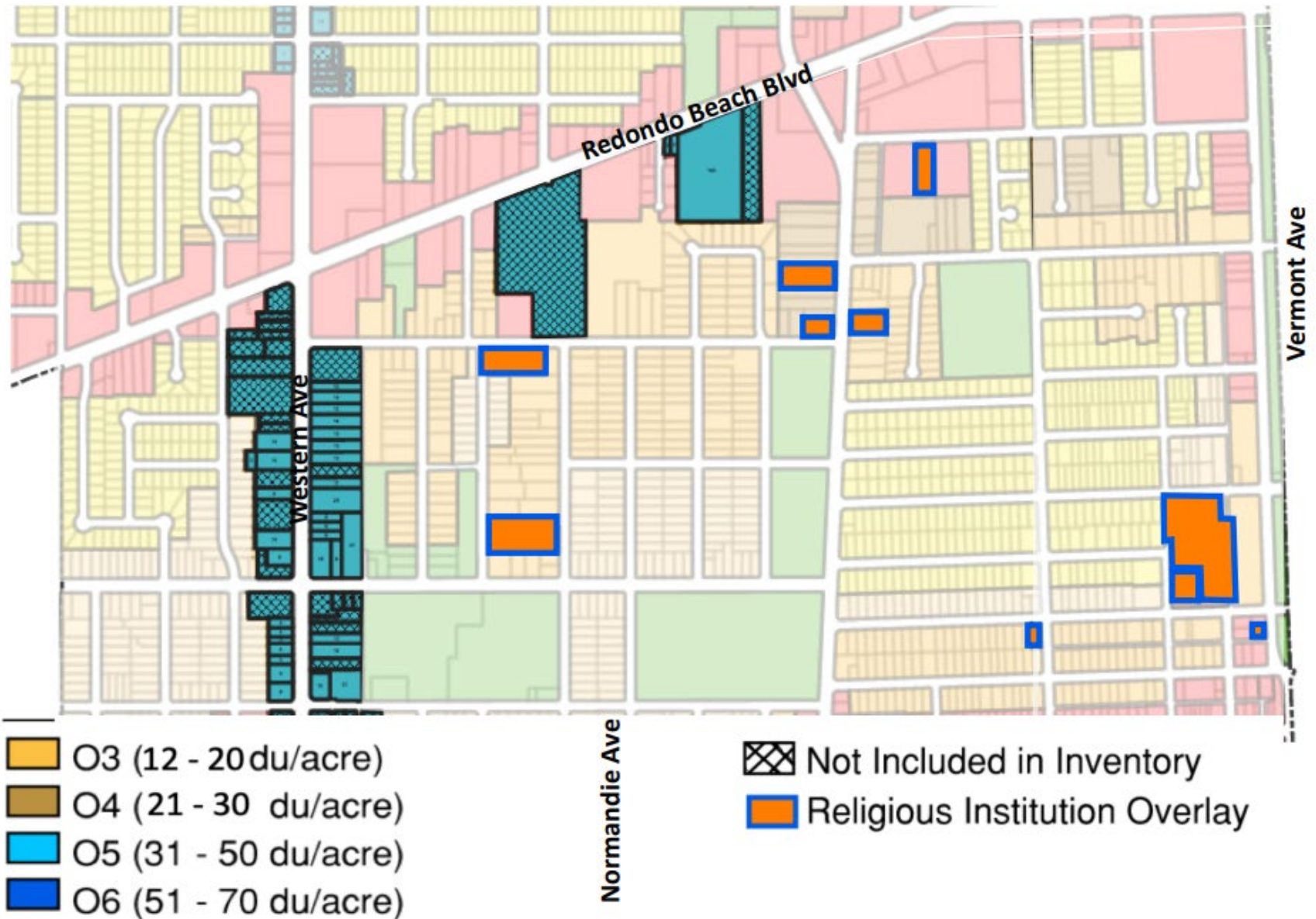
- O3 (12 - 20 du/acre)
- O4 (21 - 30 du/acre)
- O5 (31 - 50 du/acre)
- O6 (51 - 70 du/acre)

- Not Included in Inventory
- Religious Institution Overlay

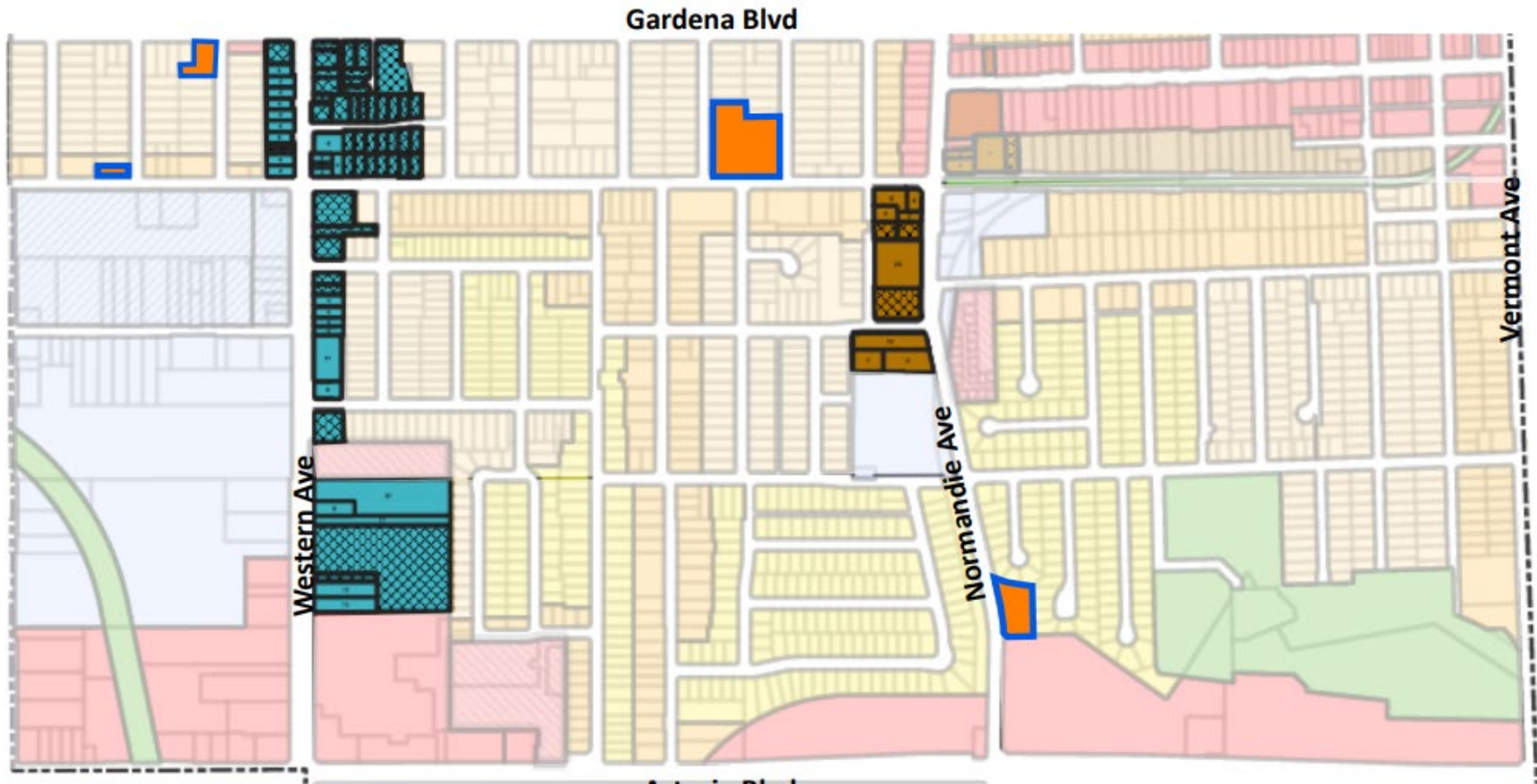
Rosecrans Ave to Redondo Beach Blvd



Redondo Beach Blvd to Gardena Blvd



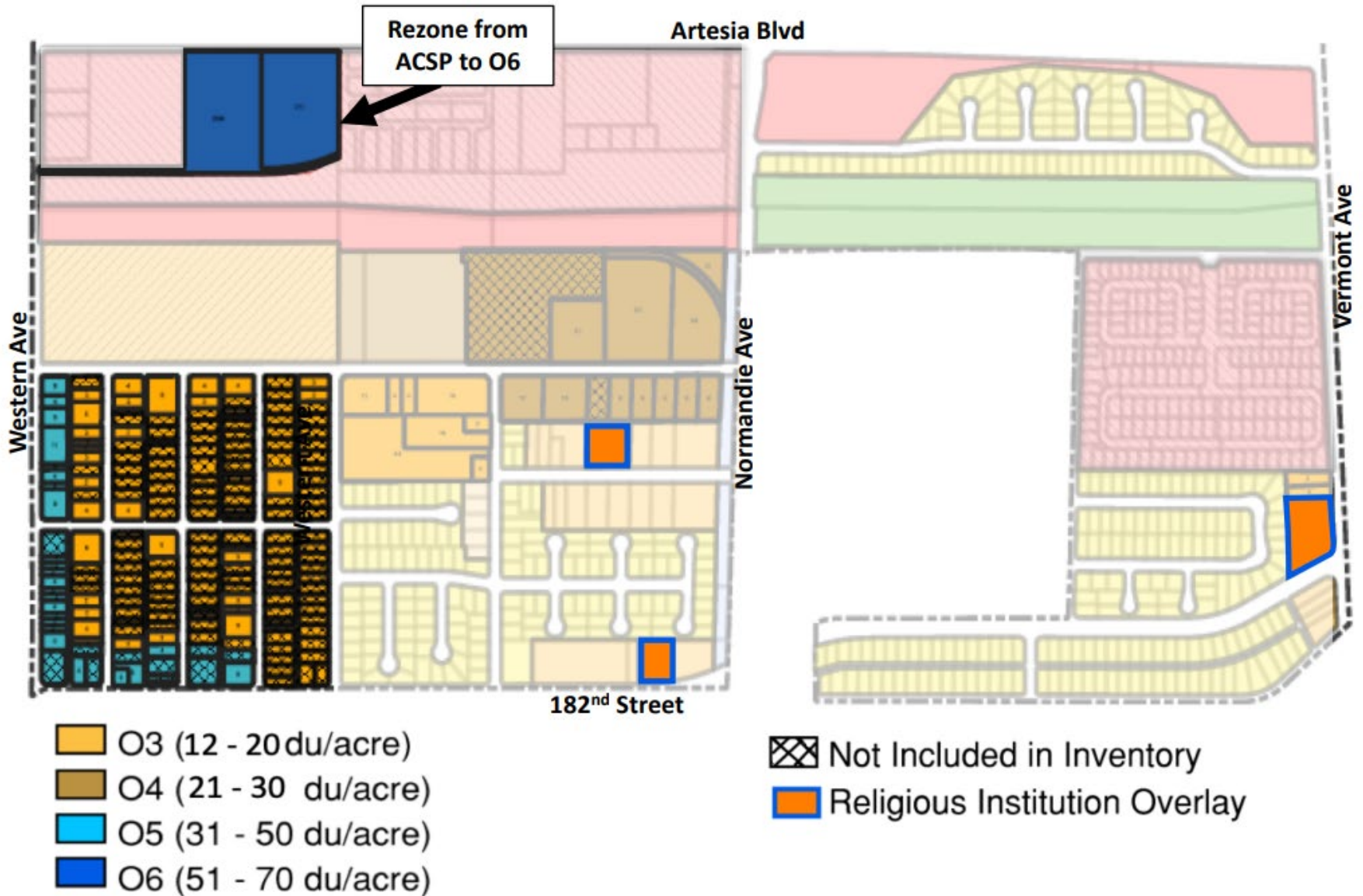
Gardena Blvd to Artesia Blvd



- O3 (12 - 20 du/acre)
- O4 (21 - 30 du/acre)
- O5 (31 - 50 du/acre)
- O6 (51 - 70 du/acre)

- Not Included in Inventory
- Religious Institution Overlay

South of Artesia



**Attachment 5 – July 26, 2022 City Council
meeting on Inventory and Noninventory Sites**

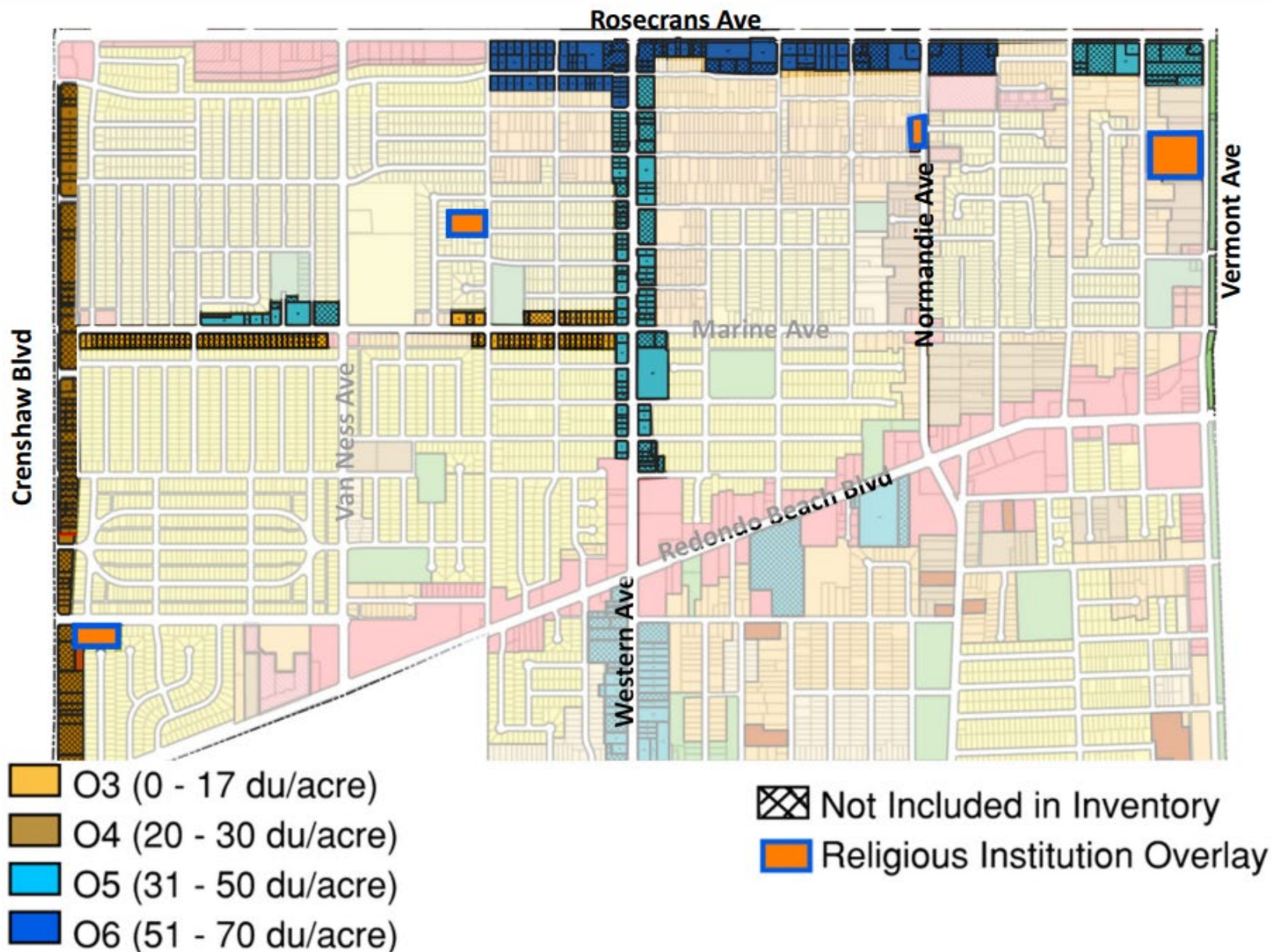
July 26, 2022

City Council Meeting

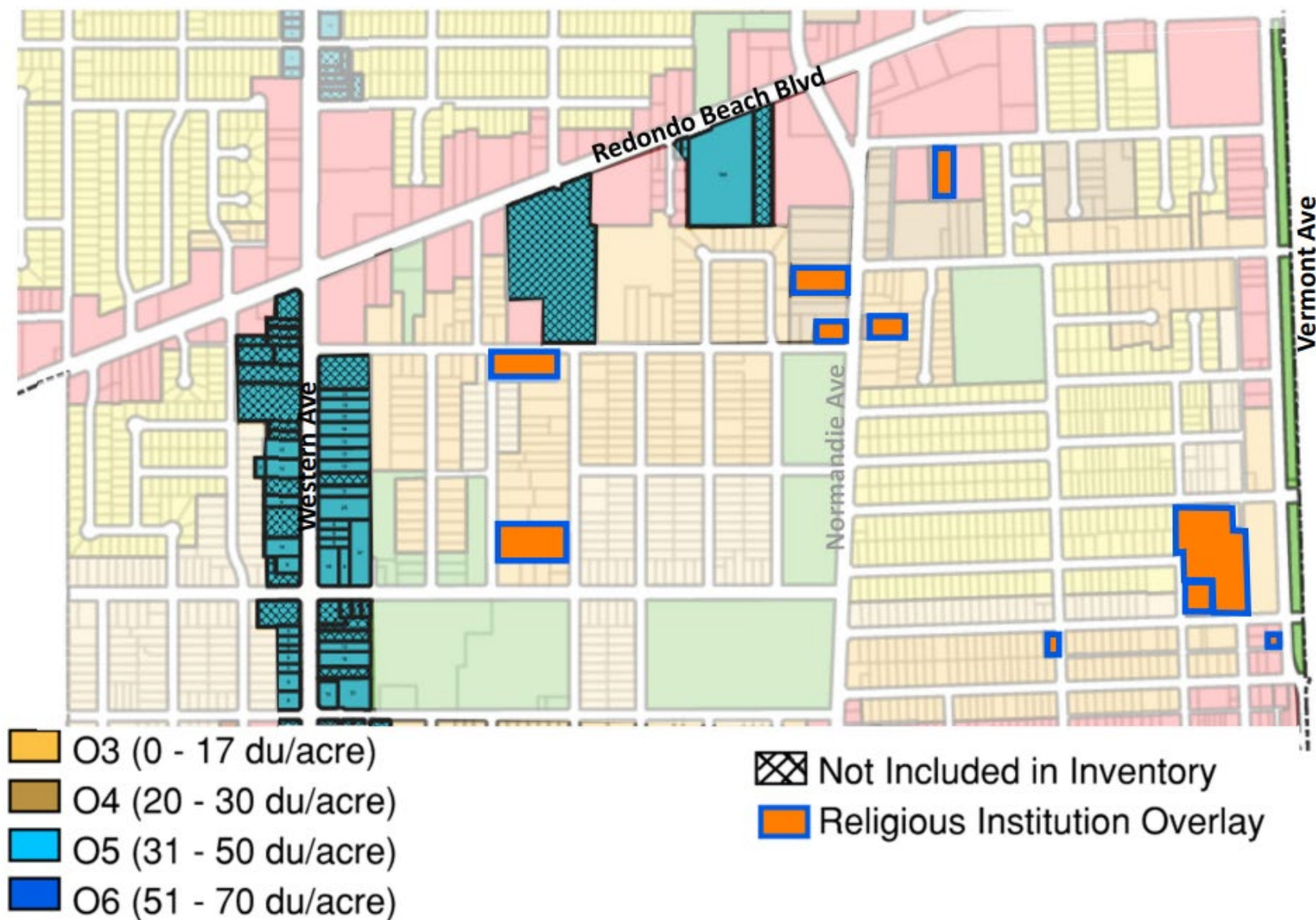
GARDENA HOUSING ELEMENT 2021-2029



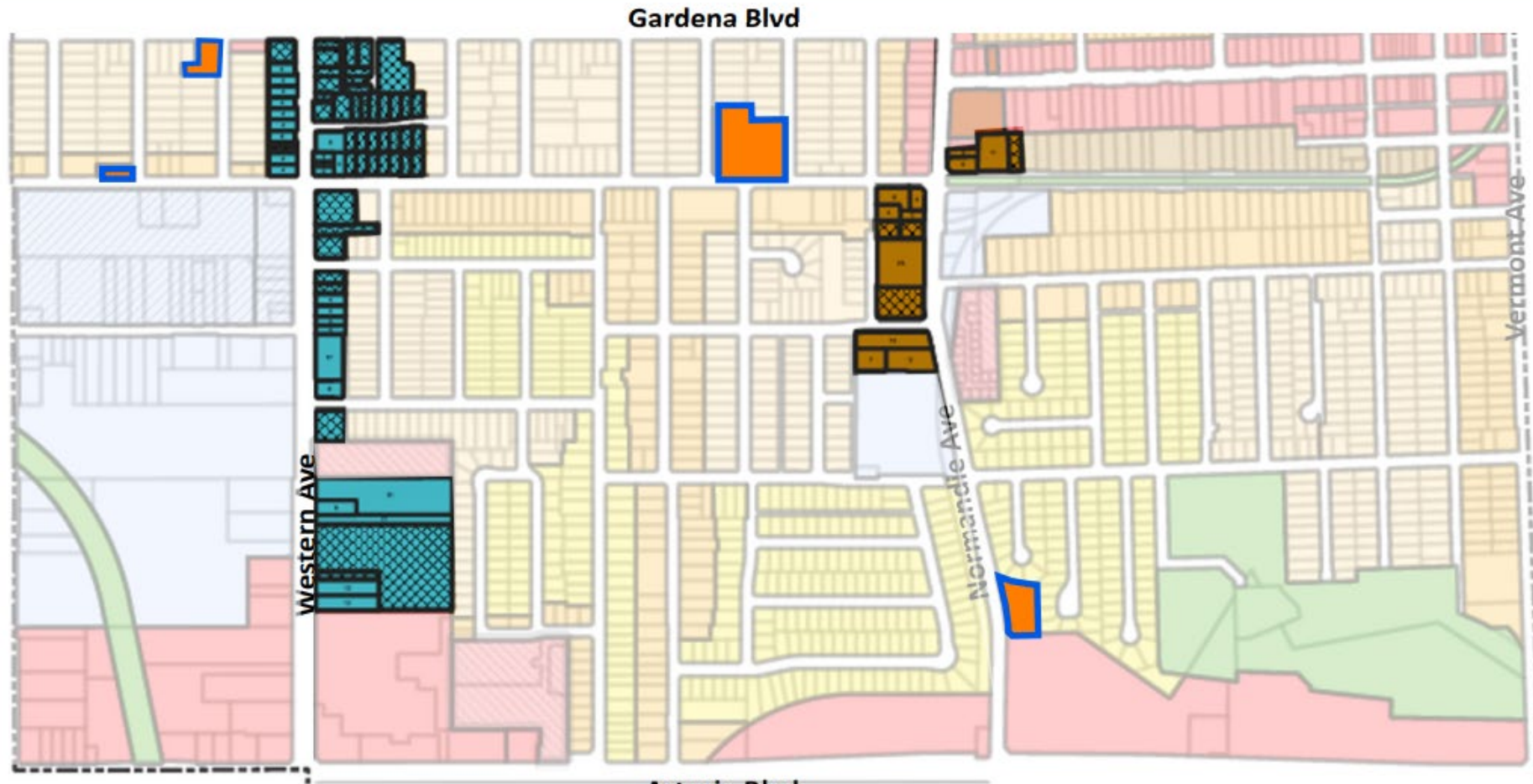
Rosecrans Ave to Redondo Beach Blvd



Redondo Beach Blvd to Gardena Blvd



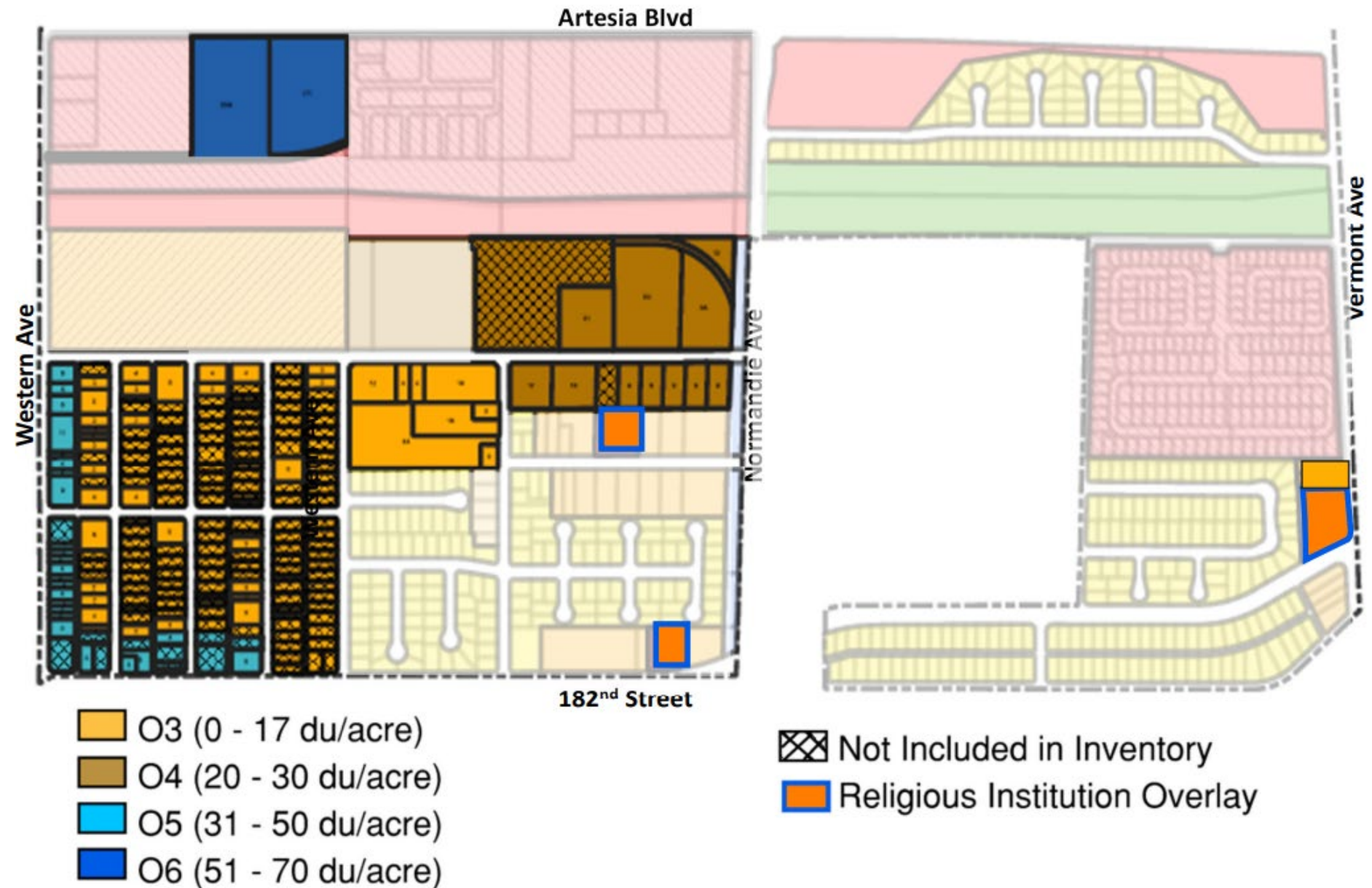
Gardena Blvd to Artesia Blvd



- O3 (0 - 17 du/acre)
- O4 (20 - 30 du/acre)
- O5 (31 - 50 du/acre)
- O6 (51 - 70 du/acre)

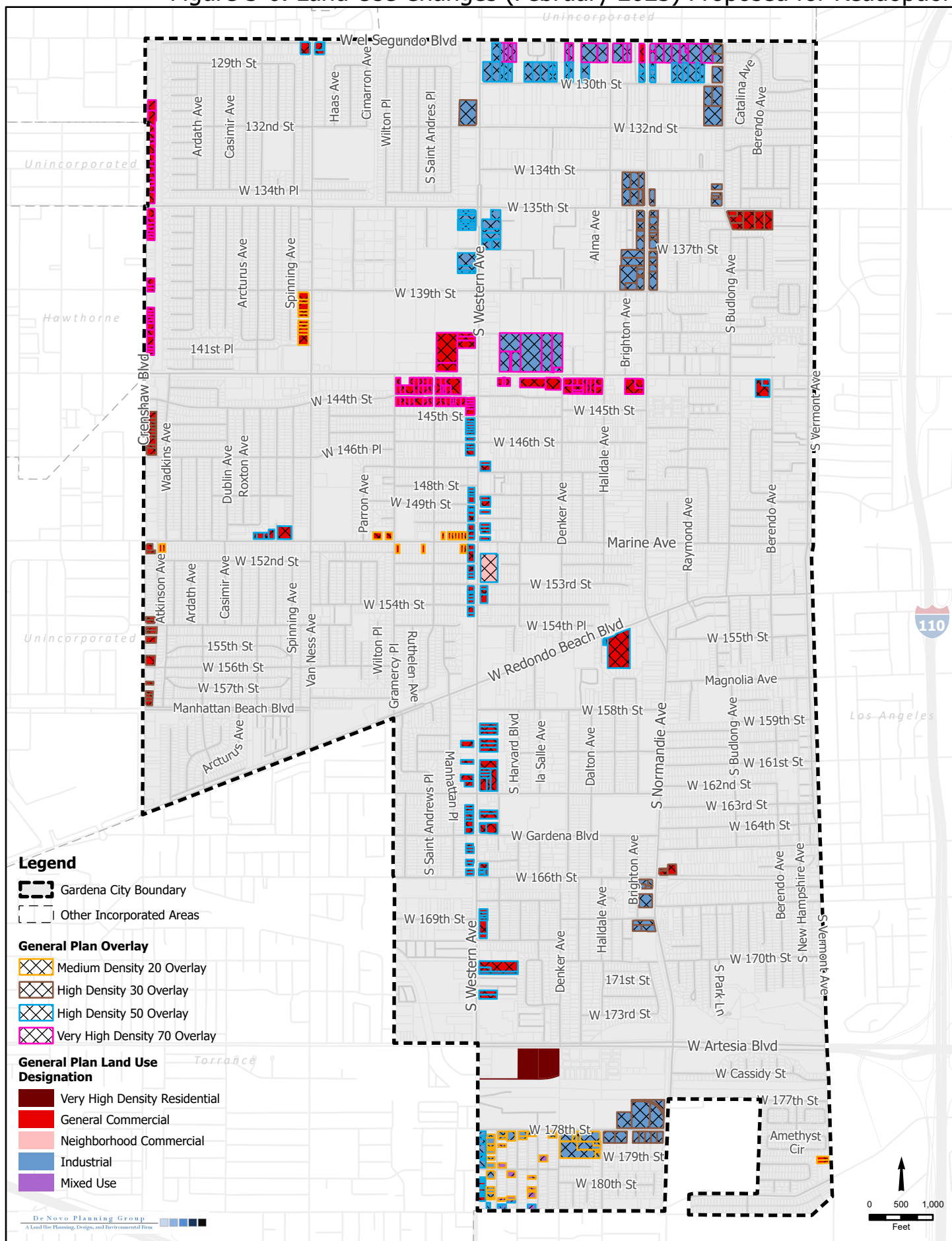
- Not Included in Inventory
- Religious Institution Overlay

South of Artesia



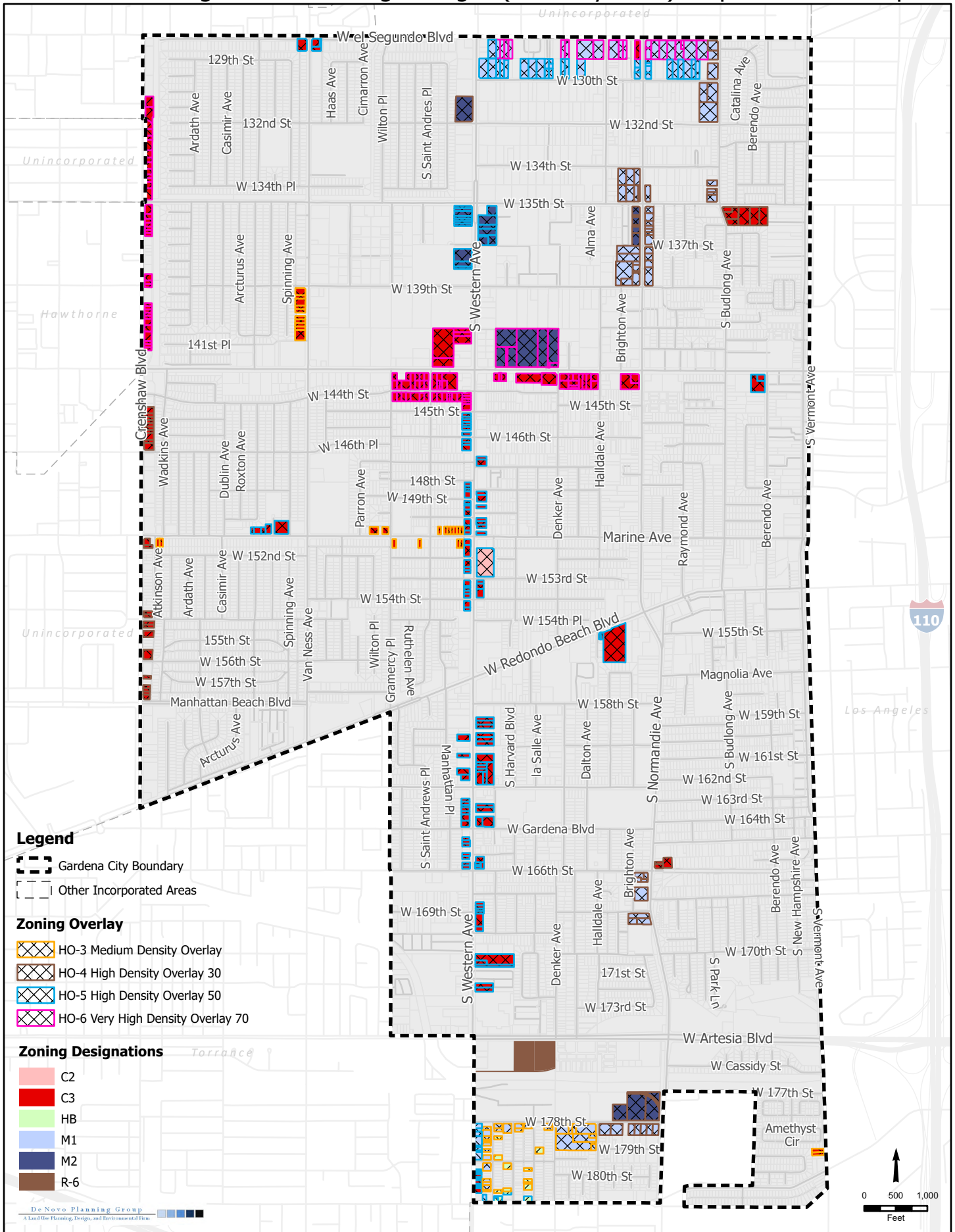
Attachment 6 – Land Use Changes in 2023 for Inventory Sites

Figure 3-6. Land Use Changes (February 2023) Proposed for Readoption



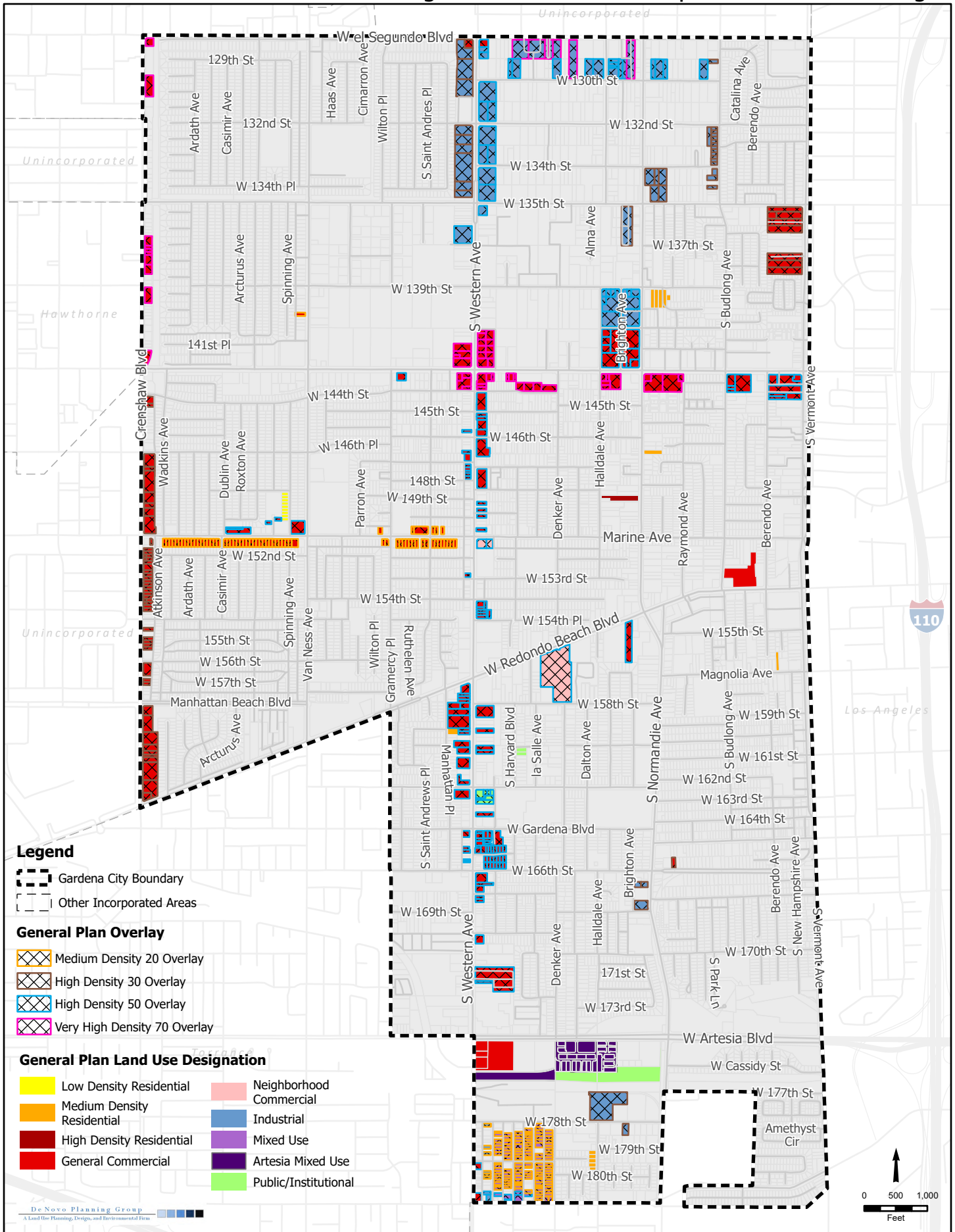
Attachment 7 – Zoning Changes in 2023 for Inventory Sites

Figure 3-10. Zoning Changes (February 2023) Proposed for Readoption



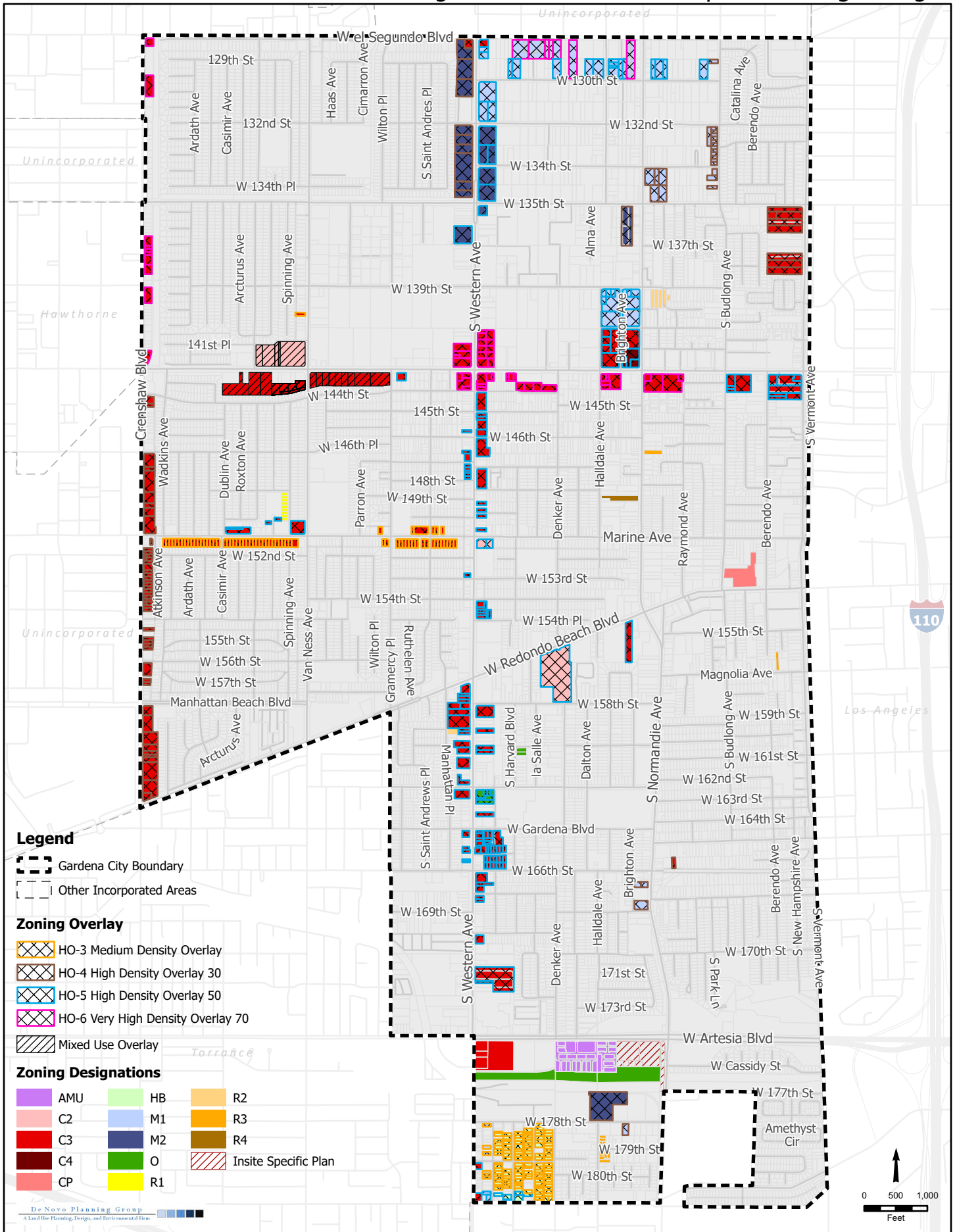
Attachment 8 – Additional Land Use Changes for Non-Inventory Sites

Figure 3-7. Additional Proposed Land Use Changes



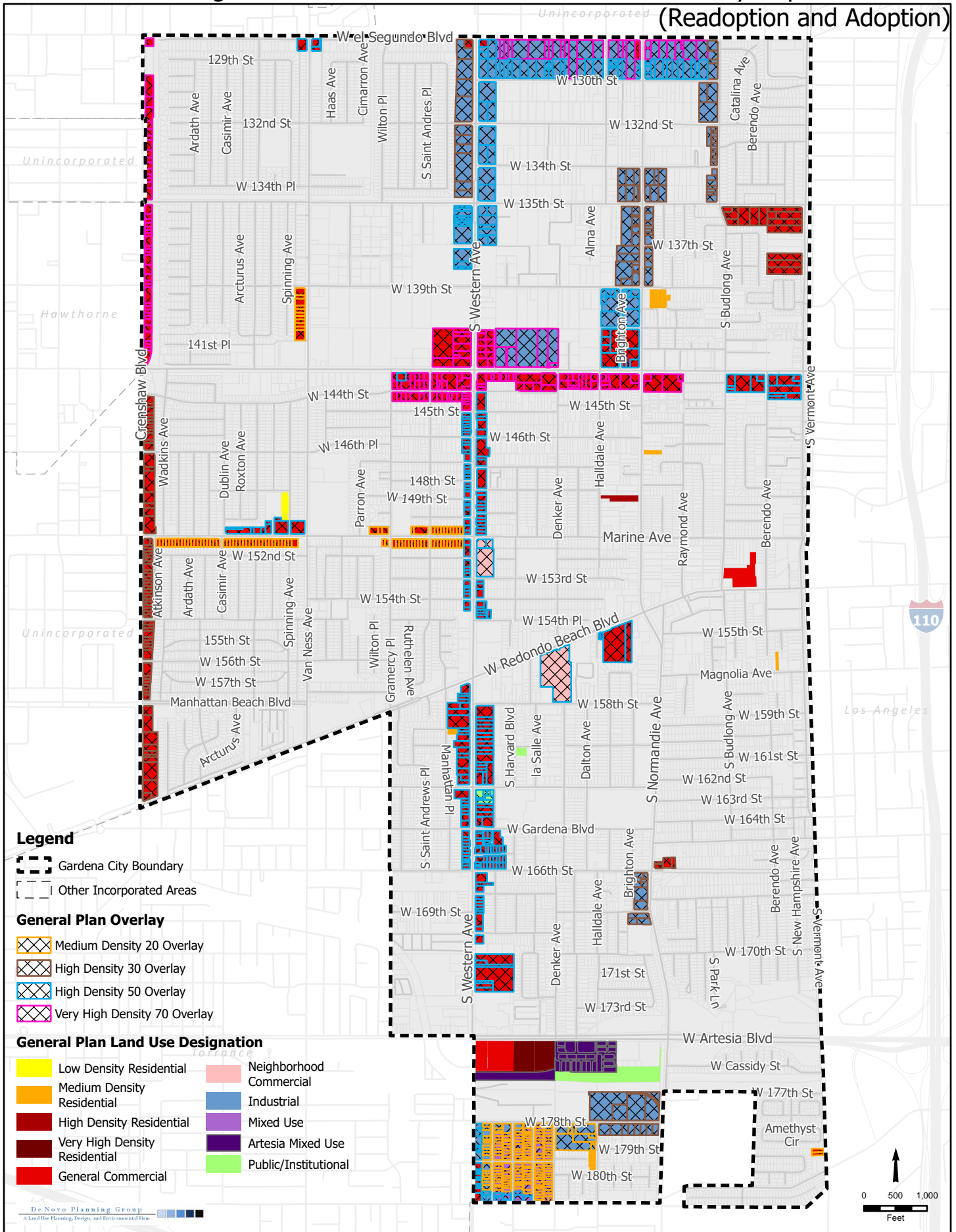
Attachment 9 – Additional Zoning Changes for Non-Inventory Sites

Figure 3-11. Additional Proposed Zoning Changes



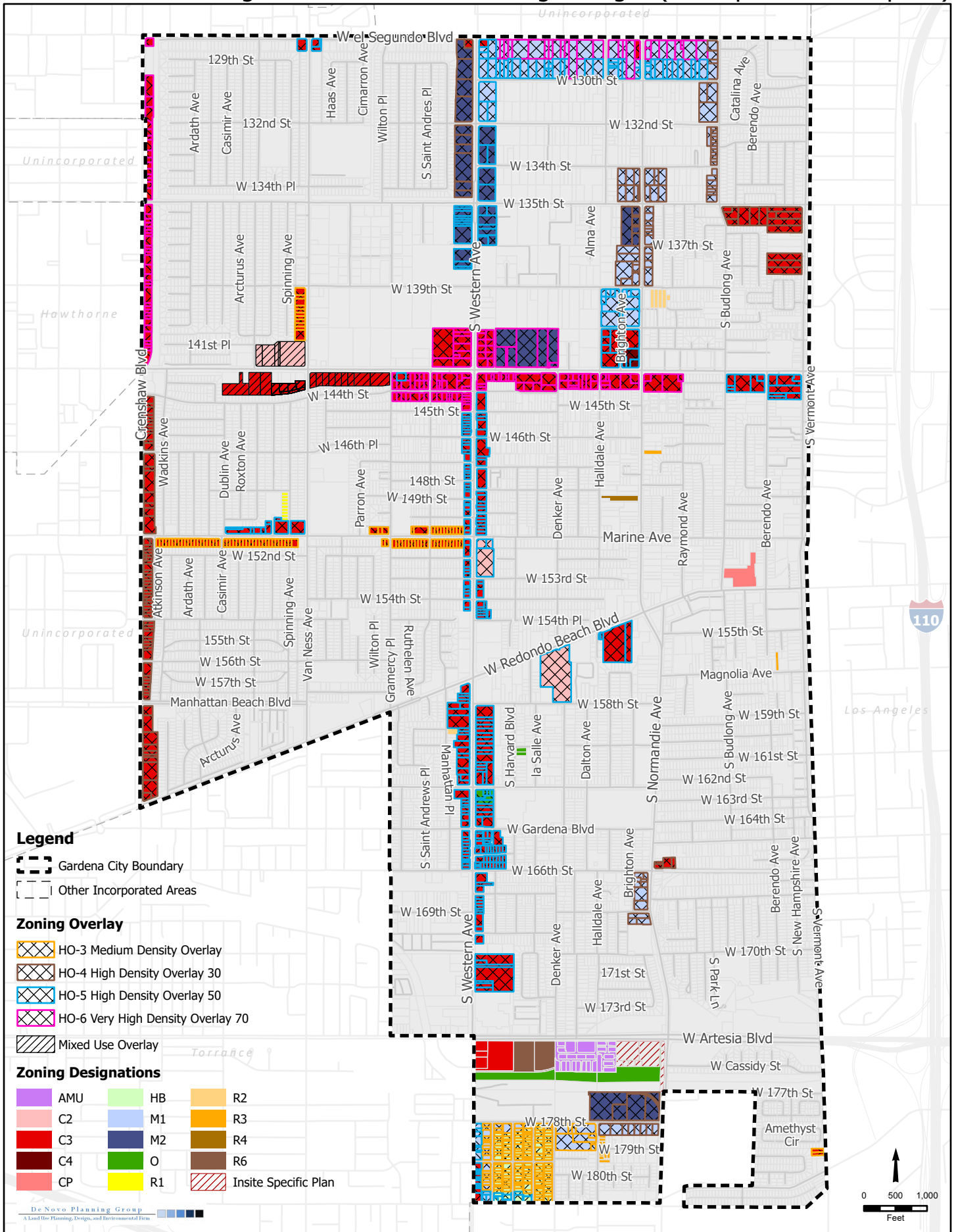
Attachment 10 – Combined Land Use Changes for Inventory and Non-Inventory Sites

Figure 3-8. Combined General Plan Land Use Policy Map Amendments
(Readoption and Adoption)



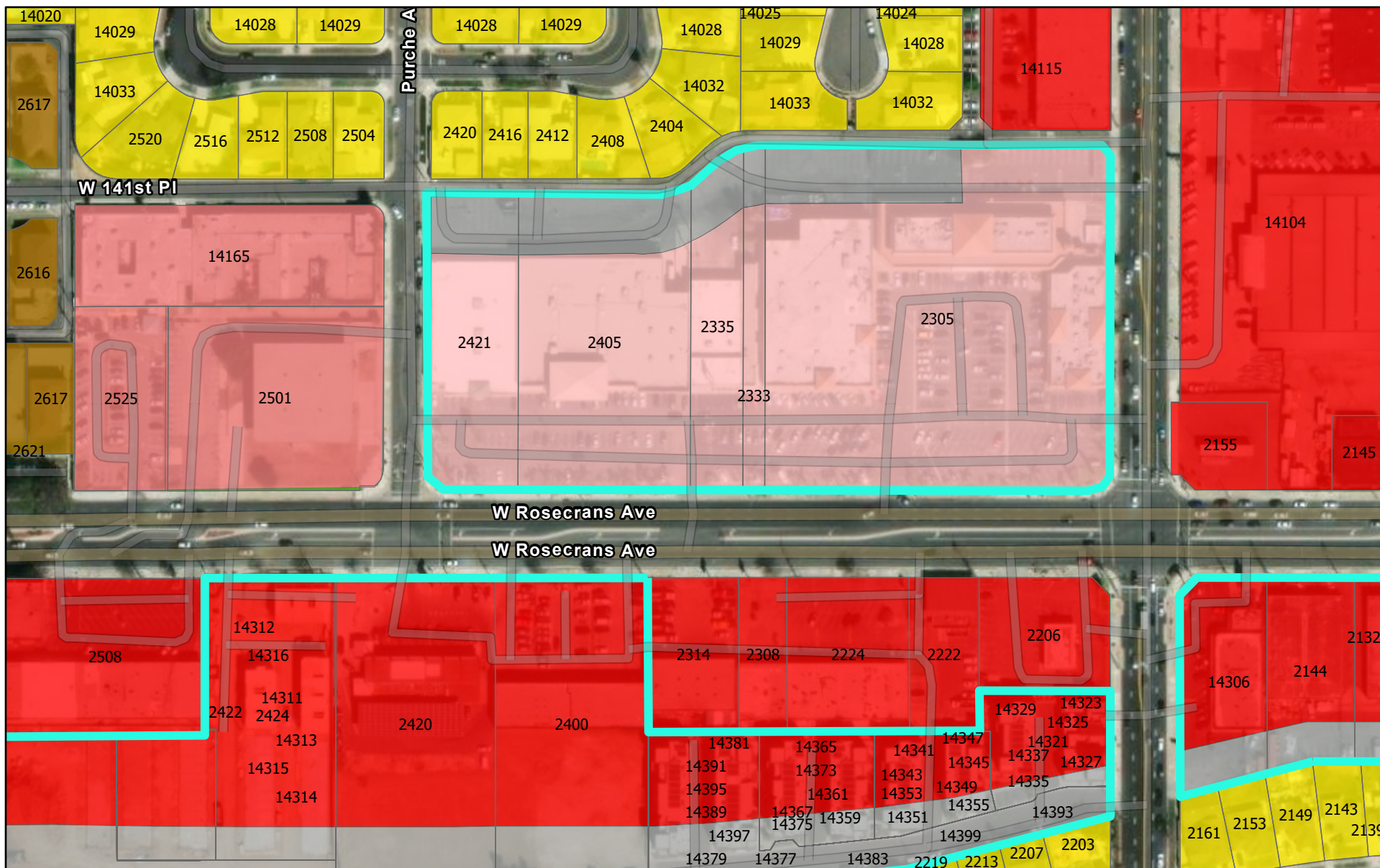
Attachment 11 – Combined Zoning Changes for Inventory and Non-Inventory Sites

Figure 3-12. Combined Zoning Changes (Readoption and Adoption)

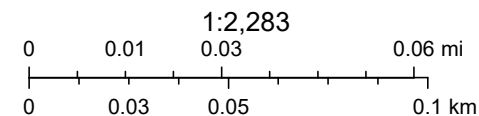


Attachment 12 – Parking split zoned properties

Parking Split Zones - 1

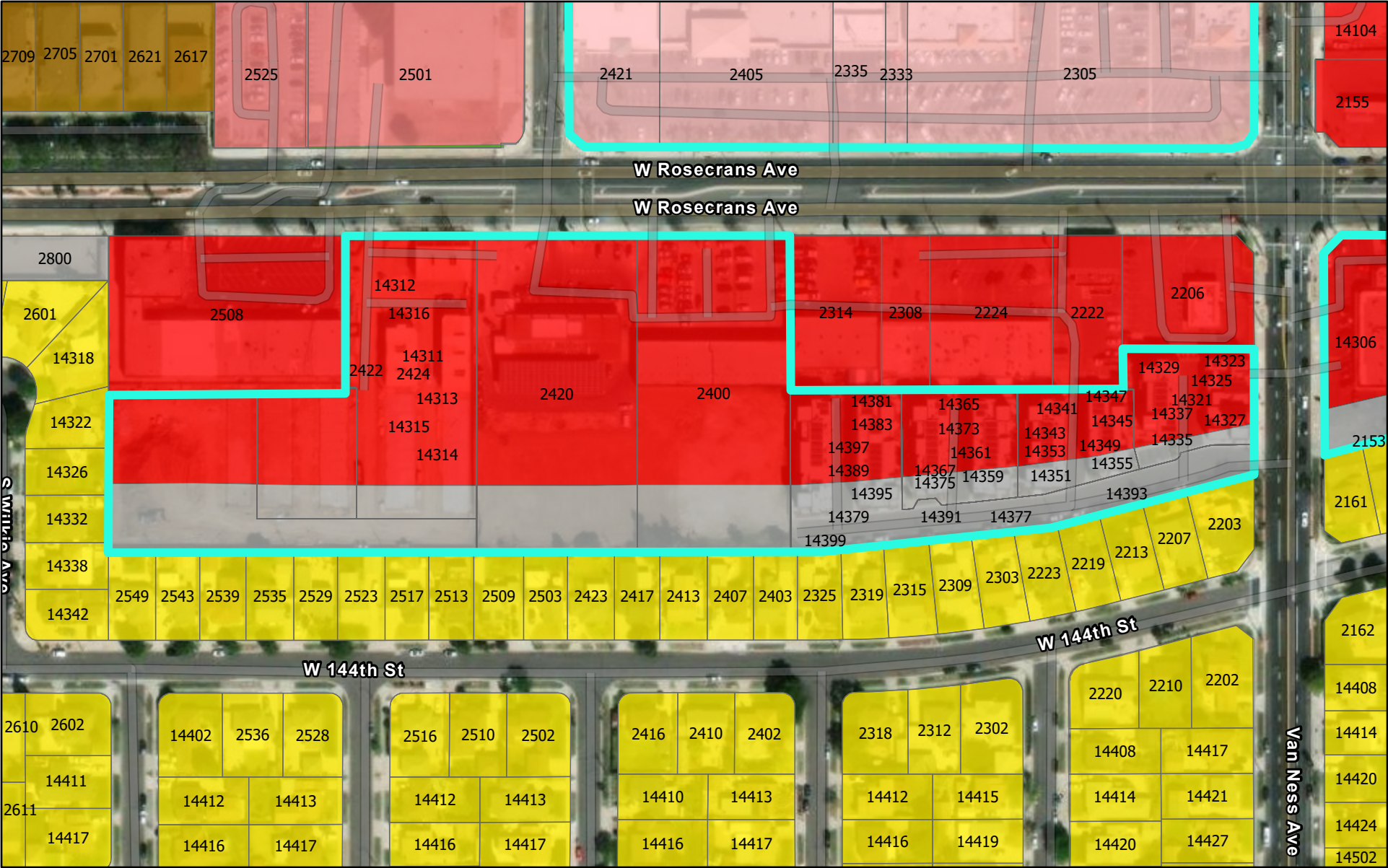


6/13/2024

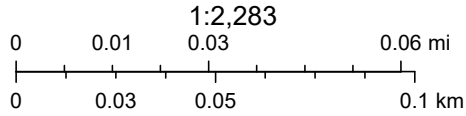


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Parking Split Zones - 2



6/13/2024

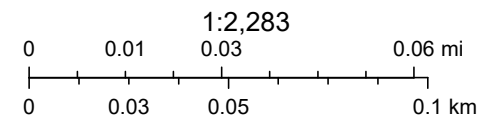


Esri Community Maps Contributors, County of Los Angeles, California State Parks, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,

Parking Split Zones - 3

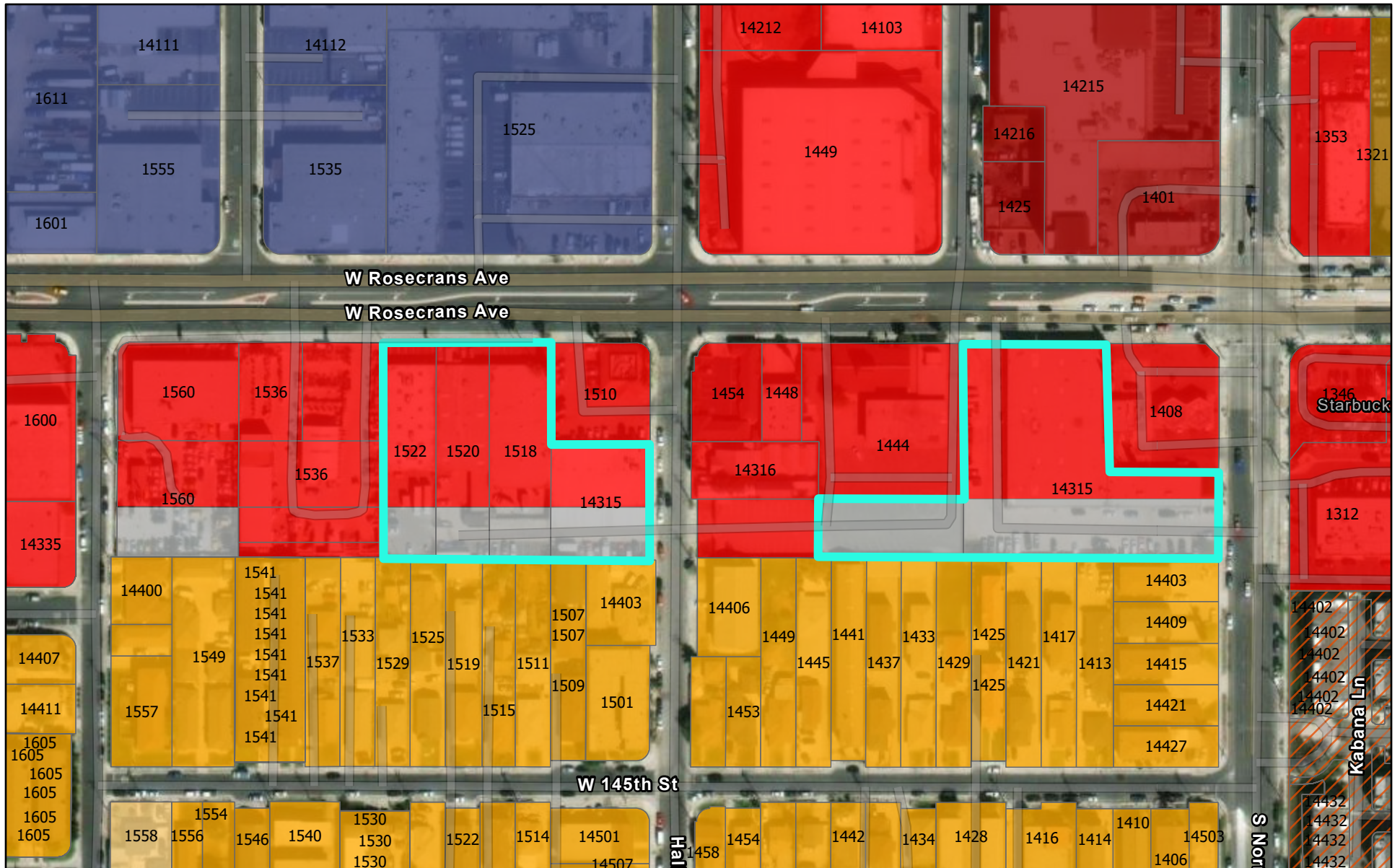


6/13/2024

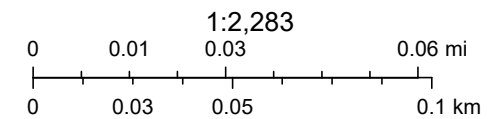


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Parking Split Zones - 4.

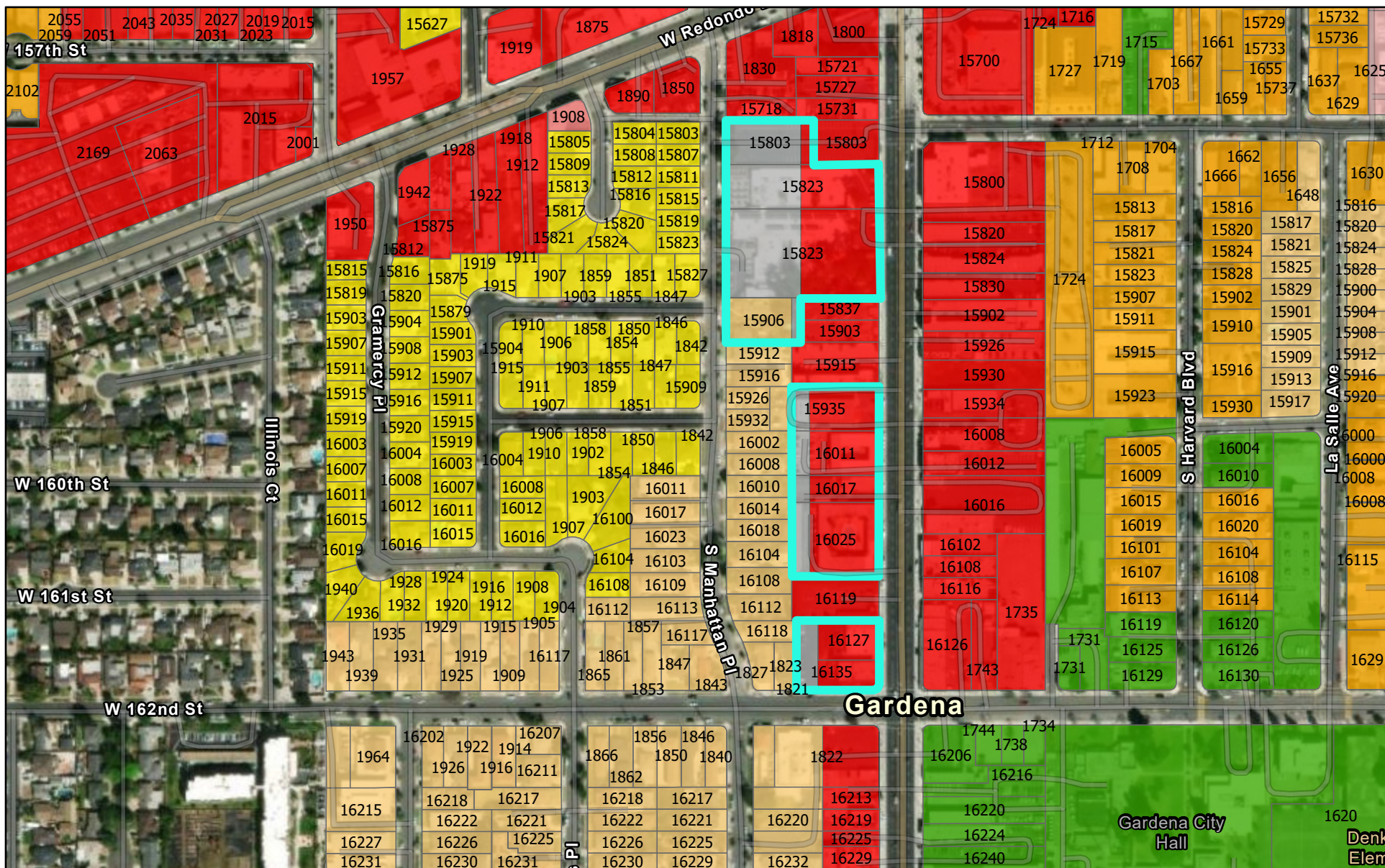


6/13/2024

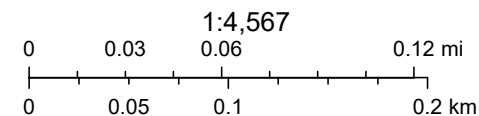


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Parking Split Zones - 5

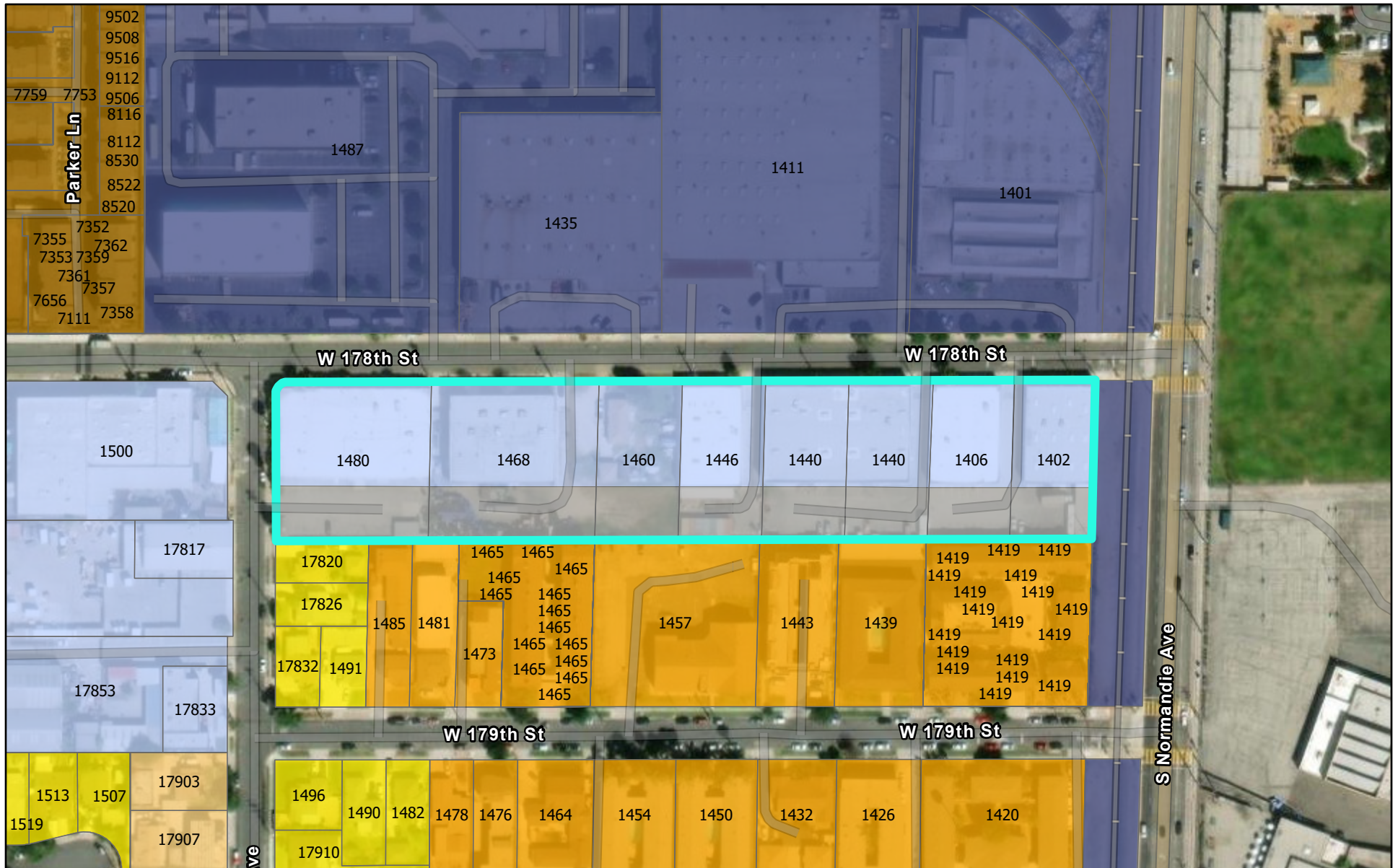


6/13/2024

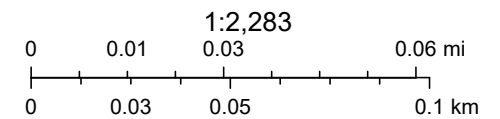


Maxar, Esri Community Maps Contributors, City of Torrance, County of Los Angeles, California State Parks, © OpenStreetMap, Microsoft, Esri, TomTom,

Parking Split Zones - 6



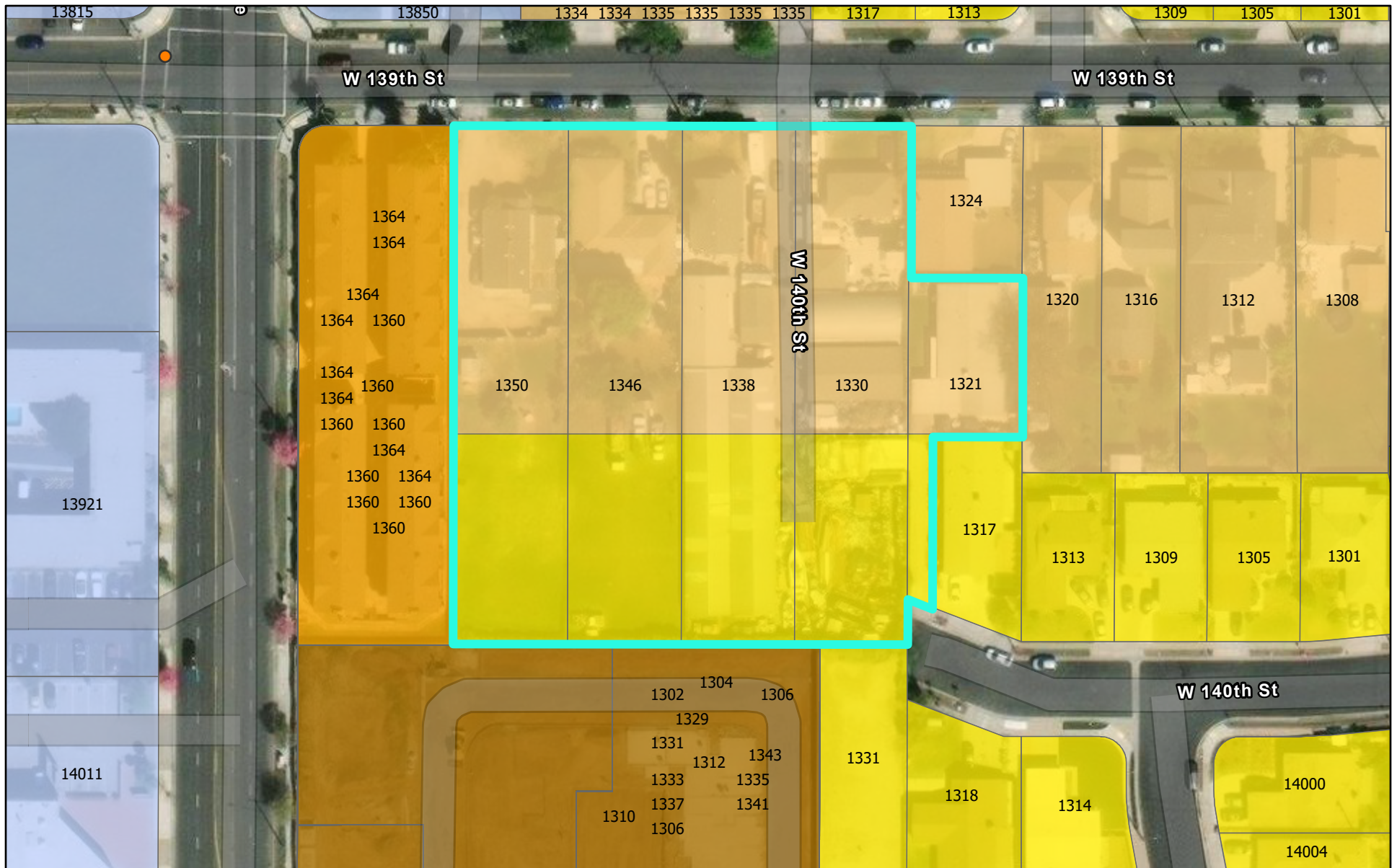
6/13/2024



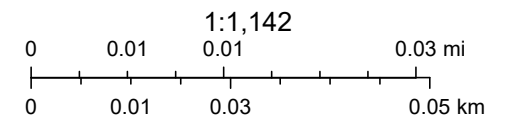
Esri Community Maps Contributors, County of Los Angeles, California State Parks, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,

Attachment 13 – Residential split zoned properties

Residential Split Zoned Properties - 1

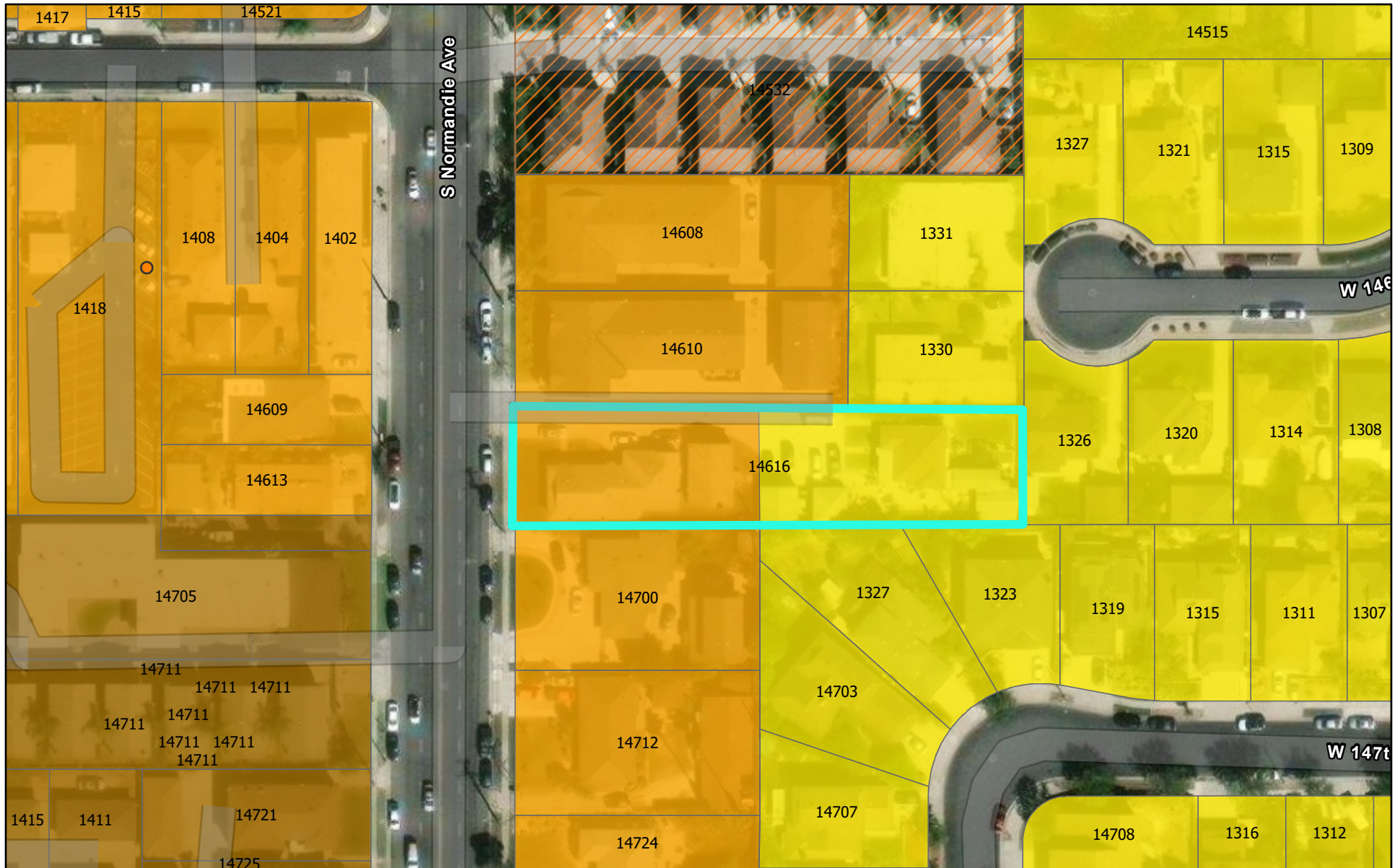


6/13/2024

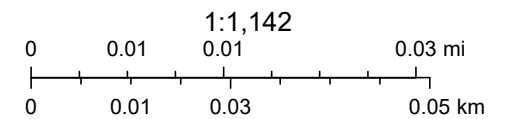


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Residential Split Zoned Properties - 2

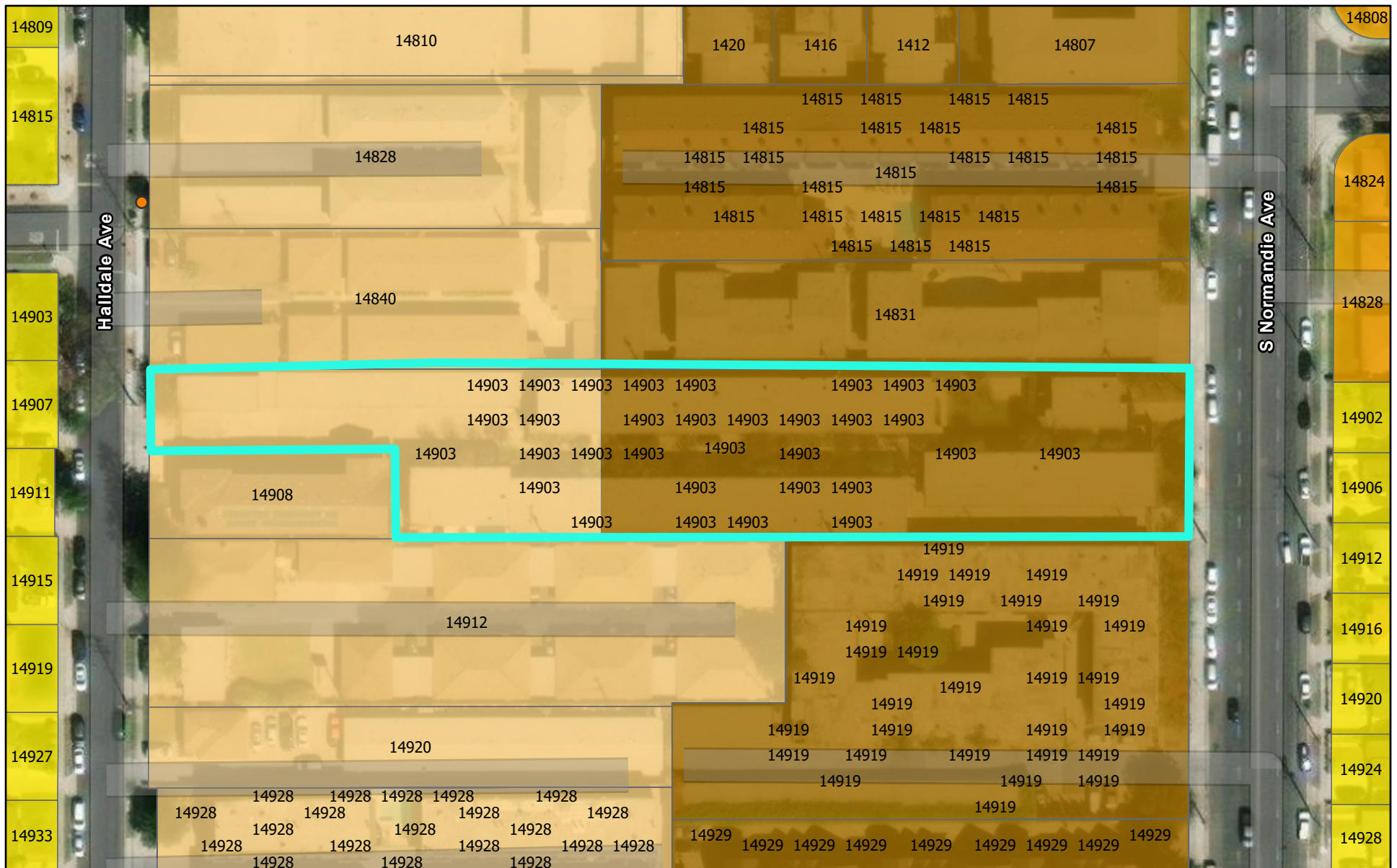


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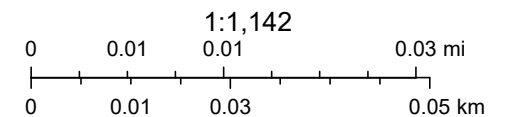


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Residential Split Zoned Properties - 3

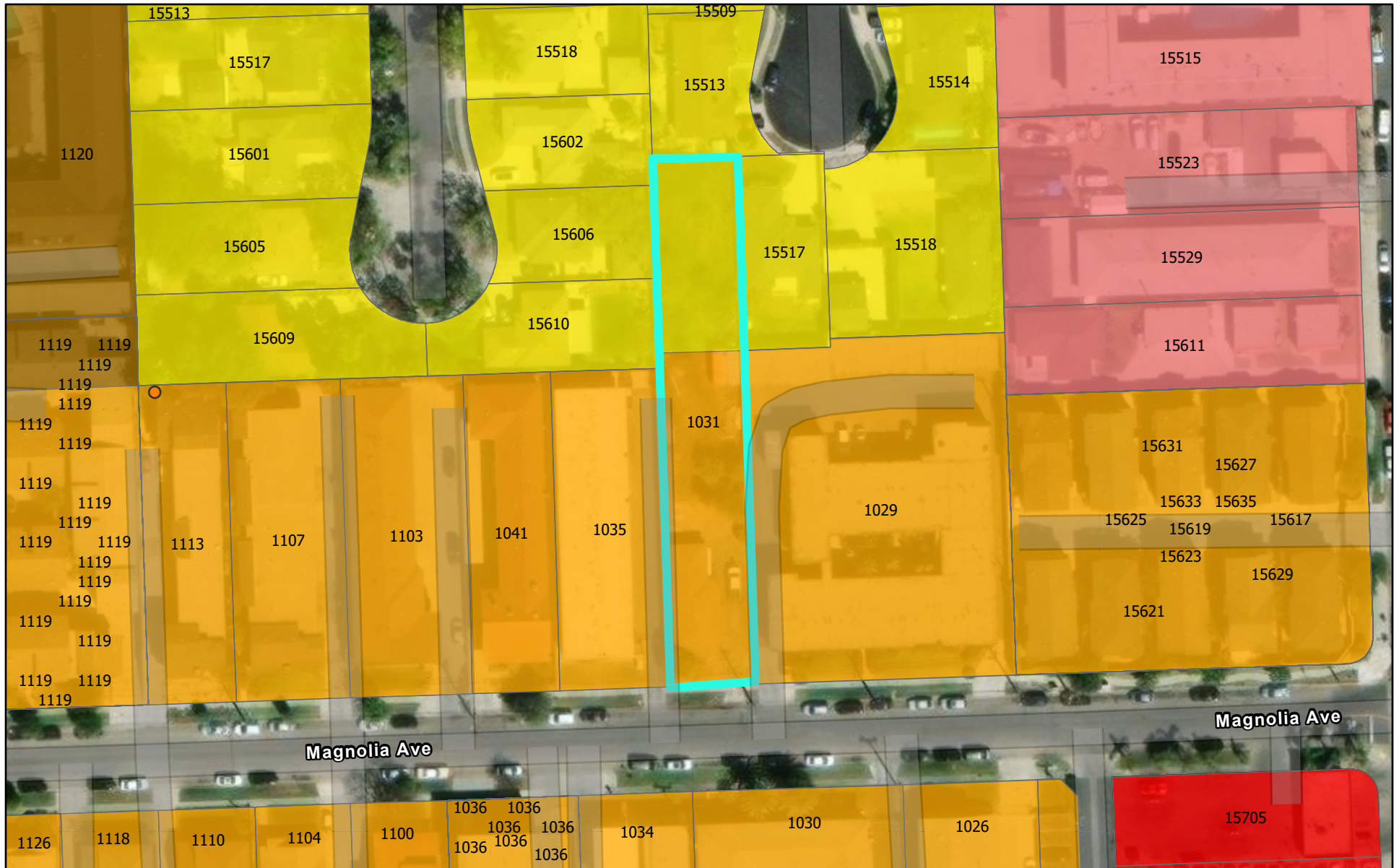


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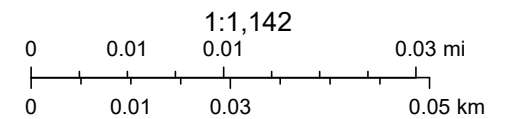


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Residential Split Zoned Properties - 4



6/13/2024



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Attachment 14 – Email and conceptual plans
sent to Planning Commission for 15122
Crenshaw Blvd.

Amanda Acuna

From: Keith Glassman
Sent: Thursday, June 13, 2024 12:01 PM
To: Amanda Acuna
Subject: Re: City of Gardena - Planning Division
Attachments: 15122 CRENSHAW SP-1.pdf; 15122 CRENSHAW Elev.pdf

Caution! This message was sent from outside your organization.

To: City of Gardena Planning Commission
From: Keith Glassman

Subject:: 15122 Crenshaw Blvd. - Request for inclusion in proposed Mixed use Overlay Zone

We respectfully request your consideration to include the subject address & parcels in the proposed housing element for the Mixed use overlay zone.

The site and area would be significantly upgraded as shown on the attached concept plans.

The project would dramatically enhance subject property and surrounding area. and be a catalyst for revitalization along the Crenshaw corridor,

We look forward to presenting our concept plans to the commissions and appreciate your consideration of our request.

Keith Glassman
keithg@gpan.com

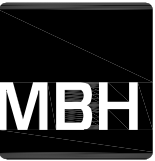
On Thu, Jun 13, 2024 at 9:24 AM Amanda Acuna <AAcuna@cityofgardena.org> wrote:

Good Morning,

My name is Amanda, I believe we spoke yesterday regarding the property at 15122 Crenshaw Boulevard in the City of Gardena. If you have further questions on what is being brought before the Planning Commission, please let me know. My apologies if I have reached the wrong email address.

Thank you,

Amanda Acuna
Community Development Manager | City of Gardena
1700 West 162nd Street | Gardena CA | 90247
Phone 310.217.6110 | aacuna@cityofgardena.org



960 Atlantic Ave
Alameda, CA 94501
510 865 8663
mbharch.com



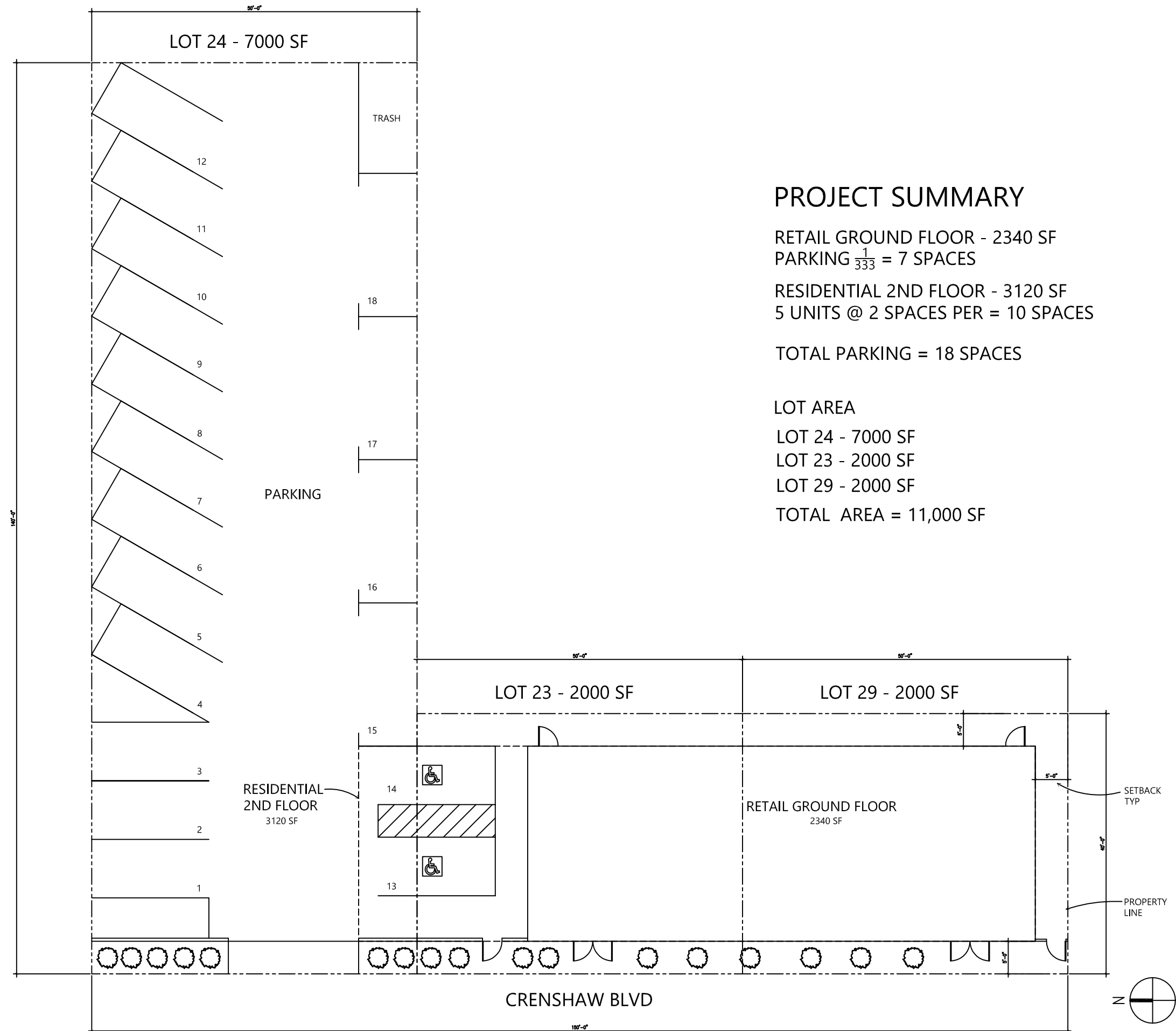
CRENSHAW ELEVATION

15122 CRENSHAW BLVD
GARDENA, CA

ELEVATION

PROJECT #:	59316
SCALE:	1/16" = 1'-0"
DATE:	06/12/24

ASK-1



PROJECT SUMMARY

RETAIL GROUND FLOOR - 2340 SF
PARKING $\frac{1}{333} = 7$ SPACES

RESIDENTIAL 2ND FLOOR - 3120 SF
5 UNITS @ 2 SPACES PER = 10 SPACES

TOTAL PARKING = 18 SPACES

LOT AREA
LOT 24 - 7000 SF
LOT 23 - 2000 SF
LOT 29 - 2000 SF
TOTAL AREA = 11,000 SF

15122 CRENSHAW BLVD
GARDENA, CA

SITE PLAN

PROJECT #:	59316
SCALE:	1/16" = 1'-0"
DATE:	06/12/24

SP-1

Attachment 15 – Rendering of conceptual
mixed-used development project for 15122
Crenshaw Blvd.



960 Atlantic Ave
Alameda, CA 94501
510.865.8663
mbharch.com



15122 CRENSHAW BLVD
GARDENA, CA

ELEVATION

PROJECT #:	59316
SCALE:	NTS
DATE:	06/14/24

ASK-1

Attachment 16 – Letter sent for 1350 W 139th
Street.

PUBLIC COMMENT #1
UNDER : Agenda Item 13.A

'24 JUL 16 AM 7:42
CITY CLERK'S OFFICE

Katherine Rhee

From: Mala Patel <mala.patel3@gmail.com>
Sent: Tuesday, July 16, 2024 7:01 AM
To: Public Comment; Amanda Acuna
Subject: City Council meeting – Public Comment
Attachments: 1.17.24 FINAL letter to City.pdf

Caution! This message was sent from outside your organization.

Hi,
My name is Mala Patel. I would like to enter a public comment for the City of Gardena Council Meeting on July 23rd, 2024. Please see the attached document for my public comment. I would appreciate it if it were included. Thank you!

Thank you,
Mala Patel

Mala Patel
1224 W 130th St,
Gardena, CA 90247
Phone: 714-307-9809
Email: mala.patel3@gmail.com

Date: January 17th, 2024

Subject: 1350 W 139th St – Letter to City Council – Environmental Impact Report Comment - Re-zoning

Dear City Council Members and Planning Commission Members of the City of Gardena,

I hope this letter finds you well. I want to start off by saying thank you for everything you do to keep our city a safe and attractive place to live and work and your dedication to the betterment of our community. Per the Draft Environmental Impact Report (EIR) for the City of Gardena General Plan, Zoning Code & Zoning Map Amendment Project, the city is currently in the works to re-zone our property located at 1350 W 139th St, Gardena from R1/R2 to fully R2. **I am writing to you to respectfully request that you consider re-zoning our property to R3 zoning (Medium Density Multi-Family Residential District), instead.**

My family has been operating our family business here in Gardena for over 40 years. During this time, we have experienced substantial growth and are proud to have created numerous employment opportunities for local residents. We currently employ over 50 employees. Our employees are the heart and soul of our business, and their well-being is of utmost importance to us. As Los Angeles County faces a housing shortage, it has been increasingly difficult to attract and retain talent.

We currently own a home on a large lot on 139th St located close to our Office in Gardena and hope to develop it to provide housing for our employees.

I am writing to kindly request that you consider re-zoning our property located at 1350 W 139th St, Gardena to R3 zoning (Medium Density Multi-Family Residential District), instead. By re-zoning to R3, we aim to construct around 7-8 townhomes that will cater to the housing needs of the community and provide affordable housing to our dedicated workforce. Our commitment to the community extends beyond business operations. We plan to engage in community service initiatives, promoting a sense of belonging and a shared responsibility to make our neighborhood an even better place to live.

Property Details (see [Article I](#)):

- Address: 1350 W 139th St, Gardena, CA 90247
- AIN: 6115013025
- Land Sqft: 19,175 sqft

The reasons behind our compelling request:

1. *California is in a housing shortage.* It is no secret that California is grappling with a severe housing crisis. The shortage of affordable housing has reached alarming levels, and our state desperately needs new homes to accommodate its growing population. **The state of California's Regional Housing Need Assessment is now requiring the City of Gardena to be able to accommodate the development of roughly 5,800 additional units by 2029.** By allowing the property to be re-zoned to an R3 lot, we will construct 7-8 townhomes/units on the lot, contributing to the unit requirement by Regional Housing Need Assessment. We currently have a rough sketch/plan of the 8 townhomes we aim to construct on our property (see [Article II](#)).

Mala Patel
1224 W 130th St,
Gardena, CA 90247
Phone: 714-307-9809
Email: mala.patel3@gmail.com

- a. Over our time in this great city, we have seen access to decent and affordable housing become increasingly difficult to find. As business owner, we understand that access to affordable housing is vital in retaining and attracting talent. We have had some of our best employees leave because of the slim access to affordable housing in the area. By re-zoning our property to R3, we intend to utilize the density bonus to construct affordable housing units that will be of the same size and quality as the surrounding units. These affordable housing units of quality would help attract and retain talent into the city and in turn, bolster diversity in our community and strengthen the city's strong economic base.
2. *Our lot is significantly underutilized, and it is an ideal R3 lot.*
 - a. The lot directly west of our lot, located at 1360 W 139th St, is of a similar size to our lot and is an R3 lot with 14 units (see [Article III](#)). Because our lots are of a similar size, our lot is not being fully utilized for providing housing to meet the community's housing need.
 - b. The average size of R3 lots in the City is about 0.28 acres; **our lot is roughly 0.44 acres**. Additionally, the minimum R3 lot square footage is 5,000 sqft; **our lot is 19,175 sqft**. Due to the comparable size of our lot to the average R3 zoned lots, it appears that our current lot is being underutilized. Given this, there is potential to maximize our lot's capacity by accommodating more houses. This expansion would address the community's housing needs and contribute significantly to fulfilling necessary housing requirements.
 - c. In this area, there are numerous industrial-zoned properties where thriving businesses operate, providing employment opportunities for a substantial workforce. Many of these employees would want housing, particularly affordable options within the city of Gardena, in close proximity to their workplace. Re-zoning our lot to R3 would all allow utilize our lot and add additional housing, thus addressing this demand for housing in proximity to this industrial zone. See [Article III](#) for the industrial-zoned properties in close proximity to our lot.
 - d. There are numerous R3 zoned lots located adjacent to our lot (see [Article III](#) for locations). Additionally, the lot directly south of our lot, located at 1452 Azalea Cir, is zoned R4 (see [Article III](#)), and Gardens apartment complex, located at 13921 Normandie Ave, is across the street from our property. Given the prevalence of higher density zoning in the vicinity of our lot, it is reasonable to propose a change in zoning for our lot to R3. This adjustment would align with the surrounding area and would allow for the development of much needed housing in this area.
 - e. There are numerous commercial lots located near our lot. The new townhomes we aim to construct by re-zoning our lot to R3 would attract more individuals to the businesses operating in these commercial spaces and thus contribute to bolstering economic growth for the city.
3. *We have proven building experience.* We have successfully built townhomes before in the city of Bellflower, demonstrating our commitment to responsible development and adherence to all necessary regulations. We are dedicated to continuing this tradition of responsible construction. My family loves this city, and we are grateful for the ability to operate our business out of it. We

Mala Patel
1224 W 130th St,
Gardena, CA 90247
Phone: 714-307-9809
Email: mala.patel3@gmail.com

actively support local police and fire department, and we are dedicated to seeing the growth and development of this great city.

We understand that re-zoning decisions must be made thoughtfully, considering the impact on infrastructure, neighborhood aesthetics, and the views of local residents. We are committed to working in partnership with city planners, residents, and other stakeholders to ensure a seamless integration of housing that respects the surrounding community's character.

Re-zoning our property to R3 will not only benefit our company but also the community as a whole by enhancing the overall quality of life for our employees. We believe this step will contribute positively to our city's development, making it a safe and attractive place to live, work, and play

I would like to express my gratitude for your time and attention to this matter. Your support in re-zoning our property would be greatly appreciated and would have lasting positive impact on the broader community.

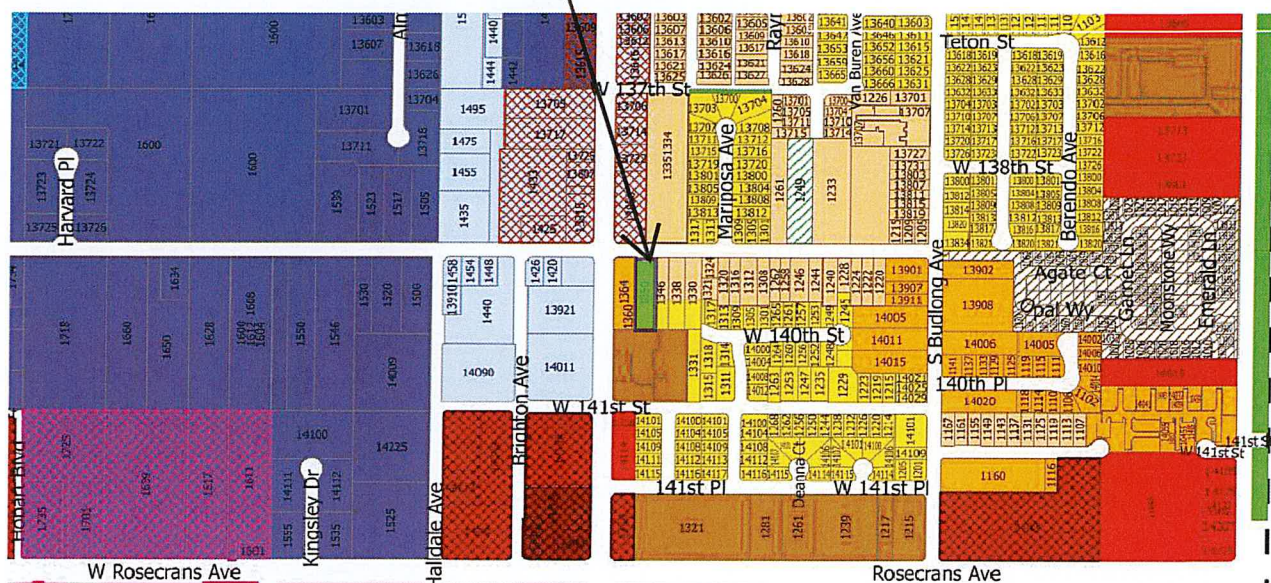
Thank you,
Mala Patel

ARTICLE I - Location and Details of Lot

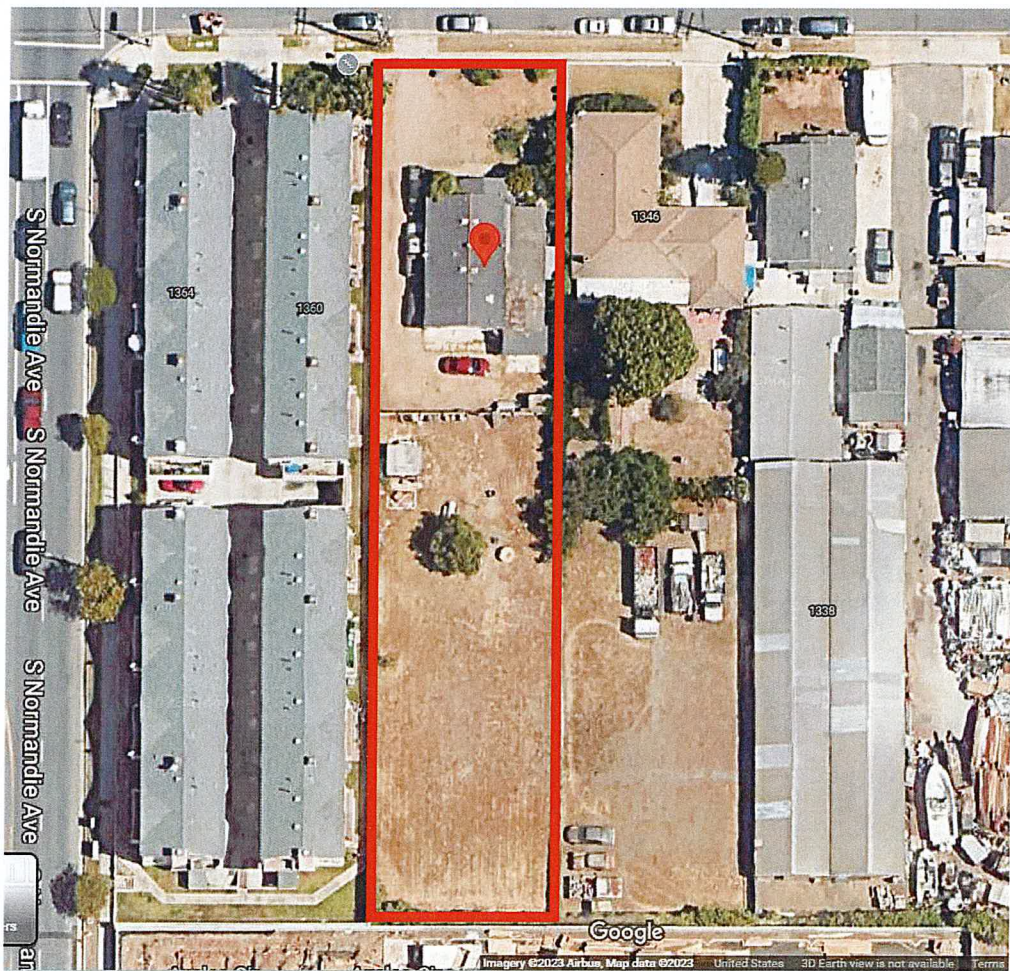
Property: 1350 W 139th St,
Gardena, CA 90247

Property Details:

- Address: 1350 W 139th St, Gardena, CA 90247
- AIN: 6115013025
- Land Sqft: 19,175 sqft



ARTICLE I (cont.) - Location and Details of Lot



Property Details:

- Address: 1350 W 139th St, Gardena, CA 90247
- AIN: 6115013025
- Land Sqft: 19,175 sqft

1350 W 139th St -
2-STORY TOWNHOMES

20.25 ft

Front yard set
back of 20ft

64.08 ft

25.16 ft

5.26 ft

2-car
garage

2-car
garage

2-car
garage

2-car
garage

2-car
garage

2-car
garage

2-car
garage

2-car
garage

Open
space

4 guest
parking
spaces
(10x20)

trash
encl.

5.16 ft

5.16 ft

20.26 ft

ARTICLE II - Rough Sketch of Development of Lot with 8 Townhomes

Driveway of 25 ft

Approx 7,854
sqft for 8 units.

Each unit to
have a 20x20
garage

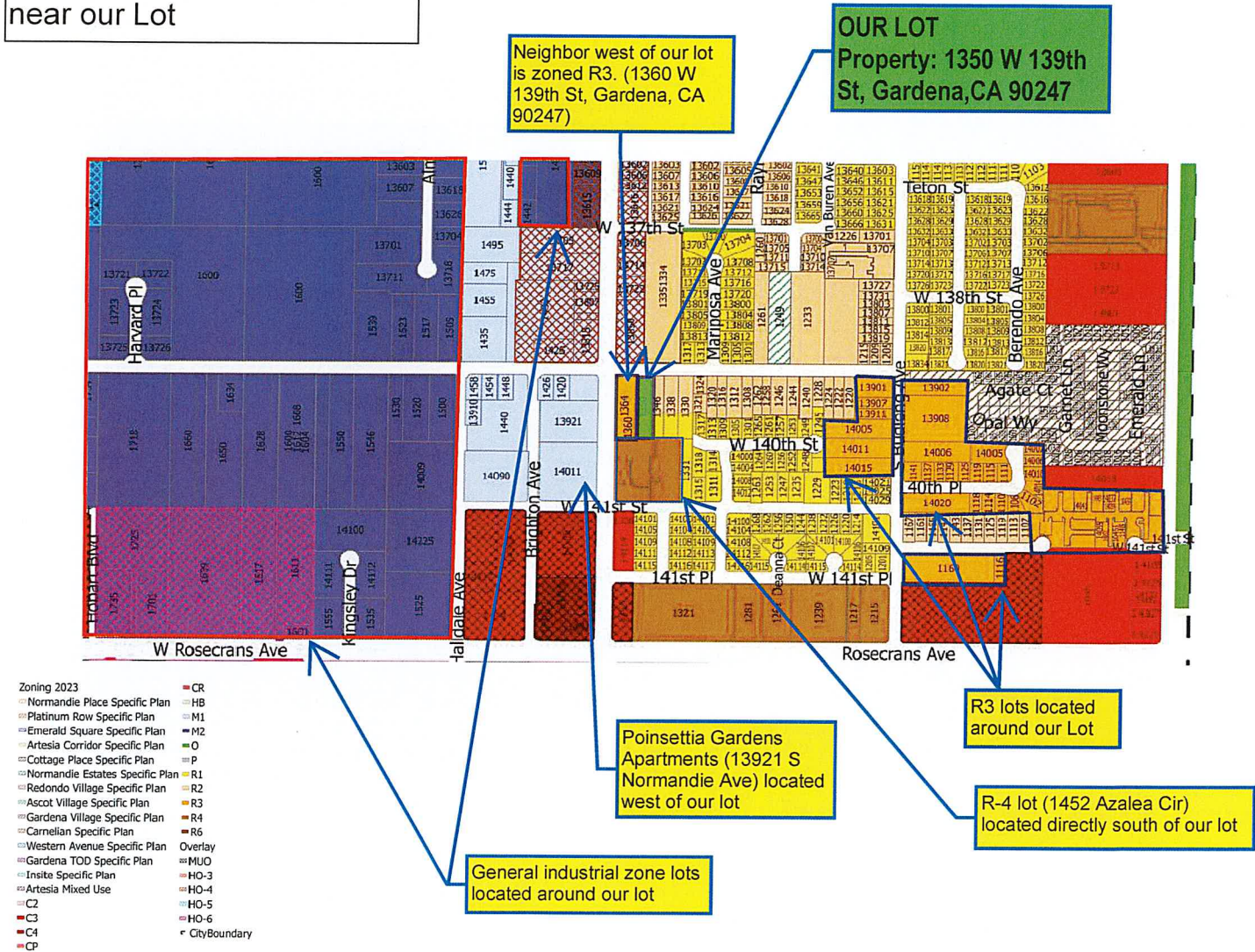
295.98 ft

Side yard set
back of 5ft

40.54 ft

Rear yard set
back of 5ft

ARTICLE III - Lots/Properties near our Lot



Attachment 17 – City Attorney Conflict of
Interest Memo September 2022

MEMORANDUM

To: Honorable Mayor Cerda and City Council Members
Chairman Langley and Planning Commissioners

From: Carmen Vasquez, City Attorney
Lisa Kranitz, Assistant City Attorney

CC: Clint Osorio, City Manager
Mina Semenza, City Clerk
Greg Tsujiuchi, Community Development Director
Becky Romero, Deputy City Clerk
Amanda Acuna, Senior Planner
Kevin La, Planning Assistant

Date: September 20, 2022

Subject: Recusal Requirements for Upcoming Planning Items

Summary

Public officials must recuse themselves when that official has a disqualifying financial interest under the Political Reform Act (FPPC Regulation § 18707), i.e., where it is reasonably foreseeable that the decision will have a material financial effect on a financial interest. This memo sets forth the recusal requirements when a Council Member or Planning Commissioner has a conflict of interest and focuses on real property interests of personal residences which are the most likely financial interests to be impacted. These rules will become important as the City continues to process the Land Use Plan update and zoning changes relating to implementation of the Housing Element and various land use approvals.

This is by no means meant to be a summary of all conflict of interest rules and public officials should seek advice if they have questions regarding other interests. Please remember that only written advice from the FPPC on a particular situation can provide immunity for a violation of the Act.

Contents of Disclosures

When an official person has a conflict of interest, the official must orally identify the type of financial interest which gives rise to the conflict and disclose the following:

Business Entity Disclosures. The official must disclose “the name of the business entity, [a] general description of the business’ activity, and any position held.”

Real Property Disclosures. The official must disclose one of the following: “Real property address, assessor’s number, or identification that the property is the official’s personal residence.”

Source of Income. The official must disclose the name of the source of income.

Source of Gift. The official must disclose the name of the source of a gift.

Personal Financial Effect. The official must disclose the nature of the expense, liability, asset, or income affected.

Timing of Disclosure

The public identification must be made immediately before the consideration of the agenda item. If the official leaves the meeting before the agenda item is called, the official must “publicly identify the agenda item and the financial interest prior to leaving the meeting.” If the individual arrives after the consideration of the item where the individual was disqualified, s/he must publicly identify the agenda item and financial interest immediately upon joining the meeting. It remains legal to avoid any disclosure requirements by entirely absenting oneself from a meeting in its entirety.

Identification of conflicts for closed sessions must be made orally during open session before the body goes into closed session. However, the identification may be limited to a declaration that the recusal is due to a conflict of interest under Section 87100.

Leaving the Room

Once an official identifies the conflict, s/he must generally step down from the dais and leave the room and refrain from participating in the decision. If the item is on the consent calendar, the official may remain in the room. However, we suggest that if the item is pulled from the consent calendar for discussion, then the official leave the room.

Special rules apply when the official has a personal interest in the agenda item, including interests in real property owned by the official or immediate family members or business entities owned by the official or immediate family members. In that case, the official must leave the dais and speak or observe from the area reserved for the public relating to his or her personal interest.

Real Property Rules

An official has an interest in real property which s/he owns, including a personal residence. A financial interest includes any real property in which the official has a direct

or indirect interest of at least \$2,000. This can include a pro rata share of interests in real property of a business entity or trust in which the individual or immediate family owns, directly, indirectly, or beneficially, a 10 percent interest or greater. Month-to-month tenancies are not considered an interest in real property. A financial effect need only be reasonably foreseeable. This standard does not require as much certainty as “substantially likely” which was considered to require more than 50 percent likely.

For real property, the FPPC includes specific presumptions.

- Property within 500 foot radius - If an official’s property is within 500 feet of a decision, the official may not participate unless there is clear and convincing evidence that the decision will not have any measurable impact on the official’s property.
- Property between 501 – 1,000 foot radius – If an official’s property is within this range, the official must consider a number of factors to determine whether participation would be allowed including: whether the decision will impact the development potential or income-producing potential of his or her property; or whether the decision would impact the use of his or her property or the character of the neighborhood due to such things as noise, traffic, view or privacy. If it is reasonably foreseeable that there will be a material financial effect (i.e., \$2,000 or more), then the official may not participate in the decision.
- Property outside of a 1,000 foot radius – If the property is outside of a 1,000 foot radius, then there is a presumption that the financial effect is not material. This presumption can only be rebutted if there is clear and convincing evidence that the decision would have a “substantial effect on the official’s property.”
- Leasehold interest – If the official has a leasehold interest as opposed to an ownership interest, the interest would be material if the decision changes the termination date of the lease, or affects the potential rental value of the property, changes the actual or allowable use of the property, or impacts the official’s use and enjoyment of the property.

The conflict of interest rules contain an exemption for when the decision on a financial interest is indistinguishable from the effect on the public generally. In order for this to apply, the official must establish that a significant segment of the public is affected and effect on the official’s financial interest is not unique as compared to the effect on the significant segment. With relation to the official’s primary residence, a significant segment of the public is at least 15 percent of residential real property within the jurisdiction.

Housing Element Implementation/Land Use Plan/Zoning Ordinance

In the coming months, the Planning Commission and City Council will be asked to readopt the Housing Element, adopt the Land Use Element and adopt changes to the Zoning Ordinance and Zoning Map. Staff has made the necessary computations and determined that 58% of all R-1 properties and 55% of all R-2 properties are within 1,000 feet of the new housing overlay zones. Therefore, no official should be disqualified from participating in the decisions relating to these items based on ownership of their primary

residence. This analysis would not apply to individual projects such as the developments being proposed on Normandie and Western.

If you have other ownership interests in real property, please contact the City Attorney's office so we may discuss this with you.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.G
Section: CONSENT CALENDAR
Meeting Date: August 13, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6679, Authorizing the City Manager or Designee to Execute Agreements with the California Department of Transportation for the GTrans Comprehensive Operations Analysis Project

CONTACT: TRANSPORTATION

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

Staff recommends the City Council adopt Resolution No. 6679, which authorizes the City Manager or designee to execute all agreements with the California Department of Transportation (Caltrans) for the GTrans Comprehensive Operations Analysis Project.

GTrans was recently awarded grant funding under the California Department of Transportation's Fiscal Year 2024-25 Sustainable Communities, Climate Adaptation and Strategic Partnership Grant Program for its Comprehensive Operations Analysis Project. With the goal of increasing system ridership, GTrans plans to evaluate its current service and routing to ensure it is aligned with the new, post-COVID-19-pandemic era ridership patterns. Along with recent and planned developments and trip generators, this in-depth analysis will help determine how GTrans' existing service (alignment, performance, reliability, and frequency) can become a more attractive option for current and new customers. The analysis will then be translated into phased improvements that will ultimately increase transit ridership, and improve air quality and mobility for the underserved communities in which GTrans traverses.

Caltrans awarded GTrans \$442,650, with a local match provided by GTrans of \$57,350 (11.47%), for a total project value of \$500,000. Funds will be allocated on a reimbursement basis.

Therefore staff requests that the City Council adopt Resolution No. 6679 authorizing the City Manager or designee to execute agreements with the California Department of Transportation for this project.

FINANCIAL IMPACT/COST:

The award is for \$442,650 with a required local match of 11.47%, or \$57,350. GTrans has sufficient funds in the FY25 and FY26 budgets to accomodate this match. There is no impact to the General Fund.

ATTACHMENTS:

[Caltrans Sustainable Communities Grant RESO No. 6679 8_13_24.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is positioned above a horizontal line.

Clint Osorio, City Manager

Resolution No. 6679

RESOLUTION NO. 6679

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA,
CALIFORNIA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO
EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION FOR THE GTRANS COMPREHENSIVE
OPERATIONS ANALYSIS PROJECT**

WHEREAS, the City Council of the City of Gardena is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation; and

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be reimbursed through the Transportation Planning Grant Program; and

WHEREAS, the City of Gardena wishes to delegate authorization to execute these agreements and any amendments thereto;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS: That the City Council of the City of Gardena authorizes the City Manager, or designee, to execute all Restricted Grant Agreements and any amendments thereto with the California - Department of Transportation.

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


Passed, approved, and adopted this 13th day of August 2024.

Tasha Cerda, Mayor
City of Gardena, California

ATTEST:

Mina Semenza, City Clerk

APPROVED AS TO FORM:


Carmen Vasquez, City Attorney

NOTICE OF CANCELLATION



City of Gardena

Planning & Environmental Quality Commission

Notice is hereby given that the regular meeting of the
Planning & Environmental Quality Commission
scheduled for August 6, 2024,
has been canceled.

The next regularly scheduled meeting will be held on
August 20, 2024, at 7:00 p.m.

Dated this 1st day of August 2024

/s/ MINA SEMENZA
City Clerk



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 16.A
Section: DEPARTMENTAL
ITEMS - PUBLIC WORKS
Meeting Date: August 13, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Authorize the Transfer Agreement Renewal Between the Los Angeles County Flood Control District and City of Gardena Pertaining to Safe, Clean Water Program (Measure W).

COUNCIL ACTION REQUIRED:

Staff Recommendations: Authorize the Transfer Agreement Renewal

RECOMMENDATION AND STAFF SUMMARY:

On October 9, 2017, Assembly Bill (AB) 1180 (Holden) was signed in to law, which amended the Los Angeles County Flood Control Act and authorized the District to levy a tax to pay the costs and expenses of carrying out projects and programs to increase stormwater capture and reduce stormwater and urban runoff pollution in the District subject to voter approval.

Thereafter, the AB 1180 was amended into Measure W and was approved by the L.A. County voters on November 6, 2018. Funding is to be provided through a parcel tax of 2.5 cents per square foot of impermeable land areas (buildings, concrete, etc.) and Gardena is anticipated to receive approximately \$820,000 per Fiscal Year.

The prior Transfer Agreement expired on June 30, 2024. The L.A. County Department of Public Works now requires a renewal and distributed the template for the next term of the Municipal Transfer Agreement on July 15, 2024 (attached), following the expiration of the existing agreement. This agreement, to be implemented between the County and the municipality, outlines the requirements for the annual plan, general terms and conditions, Nature Based Solutions (NBS) Best Management Practices, and Operations & Maintenance Guidance to maintain funding eligibility.

The City's Annual Plan is to be submitted no later than 90 days before the start of each subsequent fiscal year (April 1st). Audit reports are due nine months after the end of each three-year period, and progress reports are due annually, six months after the close of the fiscal year.

Staff respectfully recommends that City Council authorize the Director of Public Works to execute the Transfer Agreement between the Los Angeles County Flood Control District and the City of Gardena pertaining to the Safe, Clean Water (SCW) Program, also known as Measure W, in a form approved by the City Attorney. This Agreement is to expire at the end of

the 2027-2028 Fiscal Year.

FINANCIAL IMPACT/COST:

Funding Source: SCW Program (Measure W)

Anticipated Revenue: \$820,000

ATTACHMENTS:

[Attachement - SCWP-Transfer-Agreement-Municipal.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", with a period at the end.

Clint Osorio, City Manager

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND CITY OF GARDENA
AGREEMENT NO. 2024MP27
SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of _____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Gardena, hereinafter referred to as "Municipality."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, pursuant to Section 16.04.A.2. of the Los Angeles County Flood Control District Code, forty percent (40%) of annual SCW Program tax revenues shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality, to be expended by those cities within the cities' respective jurisdictions and by the County within the unincorporated areas that are within the boundaries of the District, for the implementation, operation and maintenance, and administration of Projects and Programs, in accordance with the criteria and procedures established in this Chapters 16 and 18 of the Los Angeles County Flood Control District Code;

WHEREAS, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds;

WHEREAS, the County of Los Angeles Board of Supervisors has approved a standard template Agreement, as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code, for the transfer of SCW Program funds to Municipalities.

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

“Agreement” means this Transfer Agreement, including all exhibits and attachments hereto.

“Annual Plan” means the plan referred to in Section 18.09.B.5 of the Code that includes the contents specified in Exhibit A.

“Code” means the Los Angeles County Flood Control District Code. “Days” means calendar days unless otherwise expressly indicated.

“Fiscal Year” means the period of twelve (12) months terminating on June 30 of any year.

“Safe Clean Water (SCW) Program Payment” means the Municipality's annual allocation of SCW Program funds as described in Section 16.04.A.2. of the Code disbursed by the District to the Municipality.

“Year” means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Municipality designate the following individuals as the primary points of contact and communication regarding the Municipal Program and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Municipality:	
Name:	Harris Harouny	Name:	Allan Rigg
Address:	900 S. Fremont Ave, Alhambra, CA 91803	Address:	1717 W. 162 nd St, CA 90247-3778
Phone:	(626) 300-2620	Phone:	(310) 217-9571
Email:	hharouny@dpw.lacounty.gov	Email:	arigg@cityofgarden.org

Either party to this Agreement may change the individual identified as the primary point of contact above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – ANNUAL PLAN CONTENTS

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. MUNICIPAL PROGRAM IMPLEMENTATION

- A. The Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.
- B. The Municipality shall utilize the SCW Program Payments in compliance with Chapters 16 and 18 of the Code.
- C. The Municipality shall comply with the terms and conditions in Exhibits B, C, and D, of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code, specifically including, without limitation, Section 18.06.

V. SCW PROGRAM PAYMENTS TO MUNICIPALITIES

- A. SCW Program Payments will generally be available for disbursement by December 31, provided a duly executed transfer agreement is in effect and subject to the Municipality's compliance with the conditions described in paragraph B, below; however the District may, in its discretion, change the date and number of the actual disbursements for any Fiscal Year based on the amount and timing of revenues actually collected by the District.
- B. The District shall disburse the Municipality's SCW Program Payment upon satisfaction of the following conditions: (1) the District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06.D of the Code; (2) the District has received Municipality's Annual Plan for that Fiscal Year, and (3) the Municipality has complied with the audit requirements of Section B-6 of Exhibit B.
- C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

VI. TERM OF AGREEMENT

This Agreement shall expire at the end of the 2027-28 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

City of Gardena:

By: _____

Name: Allan Rigg

Title: Director of Public Works

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

ATTEST:

Mina Semenza, City Clerk

APPROVED AS TO FORM:

Carmen Vasquez, City Attorney

EXHIBIT A – ANNUAL PLAN CONTENTS

- A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-6. Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.
- A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Payments distributed to the Municipality shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Municipality only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Municipality shall not be entitled to interest earned on undisbursed SCW Program Payments; interest earned prior to disbursement is property of the District.
3. The Municipality shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Municipality shall be strictly accountable for all funds, receipts, and disbursements for their SCW Program Payment.

B-2. Acknowledgement of Credit and Signage

The Municipality shall include appropriate acknowledgement of credit to the District's Safe, Clean Water Program for its support when promoting activities funded with SCW Program funds or using any data and/or information developed SCW Program funds. When the SCW Program Payment is used, in whole or in part, for construction of an infrastructure Project, signage shall be posted in a prominent location at Project site(s) or at the Municipality's headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the SCW Program Payment is used, in whole or in part, for a scientific study, the Municipality shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property - Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Municipality that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County

Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Municipality shall not assign this Agreement.

B-6. Audit and Recordkeeping

1. The Municipality shall retain for a period of seven (7) years, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Payments. The Municipality, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Payments and expenditures.
2. The Municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of this Agreement and all requirements applicable to the Municipality contained in chapters 16 and 18 of the Code. Municipality shall obtain an independent audit of their SCW Program Payments every three (3) years. Audits shall be funded with Municipal Program funds.
3. Municipality shall file a copy of all audit reports by the ninth (9th) month from the end of each three (3) year period to detail the preceding three (3) years of expenditures. Audit reports shall be posted on the District's publicly accessible website. Due date example below.

Every Third Fiscal Year		
Fiscal Year	Audit Begins	Audit Report Due to District
2023-24	7/1/2027	No later than 3/31/2028

4. Upon reasonable advanced request, the Municipality shall permit the Chief Engineer to examine the infrastructure Projects using SCW Program Payments. The Municipality shall permit the authorized District representative, including the

Auditor-Controller, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the SCW Program Payments. Examination activities are considered District administration of the SCW Program.

5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Payment is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Payment, the District shall not be obligated to make any disbursements to the Municipality under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Municipality with a right of priority for disbursement over any other Municipality. If any disbursements due to the Municipality under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Municipality when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any Fiscal Year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Municipality to reflect the reduced amount.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Municipality is limited to the rights, remedies, and claims procedures provided to the Municipality under this Agreement. Municipal expenditures of a SCW Program Payment that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Compliance with SCW Program

The Municipality shall comply with and require its contractors and subcontractors to comply with all provisions of Chapters 16 and 18 of the Code.

B-11. Compliance with Law, Regulations, etc.

The Municipality shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable local, state and federal laws, rules,

guidelines, regulations, and requirements.

B-12. Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects

The Municipality shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of any Project funded in whole or in part with SCW Program Payments during the useful life (defined as 30 years unless specified otherwise in annual plans and subsequent reports) of the Project without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of a pro rata amount of the SCW Program Payments used to fund the Project together with interest on said amount accruing from the date of lease or disposal of the Project.

B-13. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Municipality. SCW Program Payments shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-14. Final Inspection and Certification of Registered Professional

Upon completion of the design phase and before construction of a project, the Municipality shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Upon completion of the project, the Municipality shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-15. Force Majeure.

In the event that Municipality is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Municipality, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act

shall be extended for a period equivalent to the period of such delay.

B-16. Funding Considerations and Exclusions

1. All expenditures of SCW Program Payments by Municipality must comply with the provisions of Chapters 16 and 18 of the Los Angeles County Flood Control District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Payments shall not be used in connection with any Project implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Project implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Project implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Project was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-17. Indemnification

The Municipality shall indemnify, defend and hold harmless the District, the County of Los Angeles and their elected and appointed officials, agents, and employees from and against any and all liability and expense, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, arising from or in conjunction with: (1) any Project or Program implemented by the Municipality, in whole or in part, with SCW Program Payments or (2) any breach of this Agreement by the Municipality.

B-18. Independent Actor

The Municipality, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Municipality shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-19. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Municipality, and expressly supersedes any and all prior oral or written agreements, covenants,

representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-20. Lapsed Funds

1. The Municipality shall be able to carry over uncommitted SCW Program Payments for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality.
2. If the Municipality is unable to expend the SCW Program Payment within five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Municipality but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.
3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality, if feasible in a reasonable time frame, or otherwise to the Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Municipality's control, then the Municipality may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception. Example Below.

<u>Fiscal Year Transferred</u>	<u>Funds Lapse After</u>	<u>Extension Request Due</u>	<u>Commit By</u>
2019-20	6/30/2025	No later than 3/31/2025	No later than 6/30/2026

B-21. Municipal Project Access

Upon reasonable advance request, the Municipality shall ensure that the District or any authorized representative, will have safe and suitable access to the site of any Project implemented by the Municipality in whole or in part with SCW Program Payments at all reasonable times.

B-22. Non-Discrimination

The Municipality agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-23. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-24. Notice

1. The Municipality shall notify the District in writing within five (5) working days of the occurrence of the following:
 - a. Bankruptcy, insolvency, receivership or similar event of the Municipality; or
 - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Municipality shall notify the District within ten (10) working days of any litigation pending or threatened against the Municipality regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Municipality shall notify the District promptly of the following:
 - a. Any significant deviation from the submitted Annual Plan for the current Fiscal Year, including discussion of any major changes to the scope of funded projects or programs, noteworthy delays in implementation, reduction in benefits or community engagement, and/or modifications that change the SCW Program Goals intended to be accomplished.
 - b. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Municipality agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Municipality agrees to implement appropriate actions as directed by the District.
 - c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District.

B-25. Municipality's Responsibility for Work

The Municipality shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Municipality shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Municipality and any other entity concerning responsibility for performance of work.

B-26. Reporting

The Municipality shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Municipalities shall report available data through the SCW Reporting Module, once available.

1. Annual Progress/Expenditure Reports. The Municipality shall submit Annual Progress/Expenditure Reports, using a format provided by the District, within six (6) months following the end of the Fiscal Year to the District to detail the activities of the prior year. The Annual Progress/Expenditure Reports shall be posted on the District's publicly accessible website and on the Municipality's website. The Annual Progress/Expenditure Report shall include:

- a. Amount of funds received;
- b. Breakdown of how the SCW Program Payment has been expended;
- c. Documentation that the SCW Program Payment was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
- d. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to the Annual Plan and corresponding metrics;
- e. Discussion of any existing gaps between what was planned and what was achieved for the prior year, include any lessons learned;
- f. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how SCW Program Payments have been used to achieve SCW Program Goals for the prior year, including graphical representation of available data and specific metrics to demonstrate the benefits being achieved through the years' investments.
- g. Discussion of alignment with other local, regional, and state efforts, resources, and plans, as applicable. This includes discussion of opportunities for addressing additional SCW Program Goals, leveraging SCW Program Goals, and increasing regional capacity to supplement the SCW Program.
- h. Additional financial or Project-related information in connection with activity funded in whole or in part using SCW Program Payments as required by the District.
- i. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that projects implemented with SCW Program Payments were conducted in accordance with Chapters 16 and 18 of the Code.
- j. Report on annual and total (since inception of program) benefits provided by programs and projects funded by SCW Program Payment. This includes

comparisons to annual plans and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate calculation of benefits and graphical representation of pertinent data):

- i. Annual volume of stormwater captured and treated
 - ii. Annual volume of stormwater captured and reused
 - iii. Annual volume of stormwater captured and recharged to a managed aquifer
 - iv. Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
 - v. Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best, as outlined in Exhibit C). If none, discuss considerations explored and reasons to not include.
 - vi. Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include.
2. Documentation of the Community Outreach and Engagement utilized for and/or achieved with the SCW Program Payment described in the Annual Plan Exhibit A. This information must be readily accessible to members of the public.
3. As Needed Information or Reports. The Municipality agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-27. Representations, Warranties, and Commitments

The Municipality represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Municipality, has been duly authorized by the governing body of Municipality, as applicable. This Agreement constitutes a valid and binding obligation of the Municipality, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Municipality of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Municipality is a party or by which the Municipality is bound as of the date set forth on the first page hereof.
3. No Litigation. There are no pending or, to the Municipality's knowledge, threatened

actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Municipality's ability to complete the Annual Plan.

4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Municipality. As of the date set forth on the first page hereof, the Municipality is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Municipality is able to pay its debts as they become due.
5. Legal Status and Eligibility. The Municipality is duly organized and existing and in good standing under the laws of the State of California. The Municipality shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.
6. Good Standing. The Municipality must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-28. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Municipality. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-29. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

B-30. Withholding of Disbursements and Material Violations

Notwithstanding any other provision of this Agreement, the District may withhold all or any portion of the SCW Program Payment for any Fiscal Year in the event that:

1. The Municipality has violated any provision of this Agreement; or
2. The Municipality fails to maintain reasonable progress in achieving SCW Program Goals, following an opportunity to cure.
3. Failure to remain in Good Standing, described in Section B-26 of Exhibit B.

4. Failure to submit annual reports on meeting SCW Program Goals.

EXHIBIT C – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Municipalities shall consider incorporation of Nature-based solutions (NBS) into their projects. NBS refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may capture stormwater to improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Municipalities are to include in each Annual Progress/Expenditure Report whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Annual Progress/ Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Municipalities must attach a copy of the matrix for each project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	<ul style="list-style-type: none"> ● Preservation of native vegetation ● Minimal negative impact to existing drainage system 	<ul style="list-style-type: none"> ● Preservation of native vegetation ● Installation of new feature(s) to improve existing drainage system 	<ul style="list-style-type: none"> ● Creation of open green space ● Installation of features to improve natural hydrology
Creation & Restoration of Riparian Habitat & Wetlands	<ul style="list-style-type: none"> ● Partial restoration of existing riparian habitat and wetlands □ Planting of climate appropriate vegetation between 11 and 20 different climate appropriate or native plant species newly planted ● No potable water used to sustain the wetland 	<ul style="list-style-type: none"> ● Full restoration of existing riparian habitat and wetlands ● Planting of native vegetation - between 21 and 40 different native plant species newly planted ● No potable water used to sustain the wetland 	<ul style="list-style-type: none"> ● Full restoration and expansion of existing riparian habitat and wetlands Planting of plant communities with a diversity of native vegetation – between 41 and 50 different native plant species newly planted ● No potable water used to sustain the wetland

METHODS	GOOD	BETTER	BEST
New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Municipalities shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance for infrastructure projects. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control

- Regular removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
- Regular inspection and maintenance of pet waste stations.
- Maintaining trash receptacles.
- Removal of trash, debris, and blockages from bioswales.
- Inspection and cleaning of trash booms.
- Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

- Weed control
 - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
 - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs).
 - Regular removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
- Tree and shrubbery trimming and care
 - Removal of dead trees and elimination of diseased/damaged growth.
 - Prevent encroachment of adjacent property and provide vertical clearance.
 - Inspect for dead or diseased plants regularly.

- Wetland vegetation and landscape maintenance
 - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
 - Draining and drawdown of wetland and excessive bulrush removal
 - Weed and nuisance plant control.
 - Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment.
 - Wildflower and meadow maintenance.
 - Grass, sedge, and yarrow management.
 - Removal of unwanted hydroseed.

3. Wildlife Management

- Exotic species control.
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species.
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration).
- Avoid disturbances to nesting birds.
- Avoid spread of invasive aquatic species.

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis.
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs.
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads).
- Inspect shade structures for structural damage or defacement.
- Inspect hardscapes.
- Inspect and maintain interpretive and informational signs.
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks).
- Maintain deck areas (e.g. benches, signs, decking surfaces).
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.

- Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
- Inspection should be performed at least monthly.
- Recover, replace, or refasten displaced or damaged valve box covers.
- Inspect and repair bubbler heads.
- Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
- Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
- Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
- Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation.
- Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure.
- Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape.
- Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
- Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
- Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity.
- Inspect basins for erosion.
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation.
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise).
- Checking telemetry equipment.
- Tracking and reporting inspection and maintenance records.

8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species.
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos.
- Managing emergent vegetation.
- Using hydraulic control structures to rapidly dewater emergent marsh areas.
- Managing flow velocities to reduce propagation of vectors.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 16.B
Section: DEPARTMENTAL
ITEMS - PUBLIC WORKS
Meeting Date: August 13, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Authorization to Purchase Three Heavy Equipment Vehicles from Quinn Company in the amount of \$593,712.75 for the Public Works Department and Sell Current Equipment at Estimated Residual Value

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve Purchase and Sell Current Equipment

RECOMMENDATION AND STAFF SUMMARY:

Staff requests that the City Council approve the purchase of a wheel loader, backhoe loader and tractor and sell the current equipment out-of-state.

The wheel loader, backhoe loader and tractor are used on a daily basis for day-to-day operations by the Public Works Department. All three equipment are over 15 years old and parts are not available for repair. The equipment is also not able to pass the smog check. In addition, the equipment is not able to be retrofitted to the State of California AQMD standards. Zero emission vehicles are not available for purchase.

The current vehicles can be sold for the estimated residual value of a cumulative \$110,000.00 to out-of-state end users. Other states have less stringent air quality standards and the equipment has much more value there. The quotes received for the three vehicles that were obtained from Source Well #020223-CAT that other municipalities have used to negotiate the best prices. Gardena Ordinance No. 1780 and Gardena Purchasing Policy APP-2018-003, Section (B) permit contracts using the Cooperative and "Piggyback" Agreements.

Equipment	Purchase of New Equipment	Estimated Out-of-State Equipment Residual Value
Wheel Loader	\$263,532.02	\$50,000.00
Backhoe Loader	\$189,782.97	\$30,000.00
Tractor	\$140,397.76	\$30,000.00
TOTAL	\$593,712.75	\$110,000.00

Staff recommends that the City Council approve the purchase of the wheel loader, backhoe loader and tractor from Quinn Company in the amount of \$593,712.75 and sell the current equipment out-of-state.

FINANCIAL IMPACT/COST:

Source of Funds: \$593,712.75 Gas Tax funds for Fiscal Year 2024-2025

ATTACHMENTS:

[Quinn Company_Wheel Loader.pdf](#)

[Quinn Company_Backhoe Loader.pdf](#)

[Quinn Company_Tractor.pdf](#)

[Source Well Contract #020223-CAT.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is positioned above a horizontal line.

Clint Osorio, City Manager



169211-01

October 25, 2023

CITY OF GARDENA
Attention: Account Payable
1700 W 162ND ST
GARDENA, California 90247-3732

Attention: Kevin Thomas

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 926 Wheel Loader including standard and optional equipment as listed below.

SOURCEWELL #020223-CAT

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Tony Mykris
Governmental Sales

One (1) New Caterpillar Inc. Model: 926 Wheel Loader including standard and optional equipment as listed below.

Standard Equipment

POWERTRAIN

Cat C7.1 ACERT engine	Parking brake, electric
-Auto Idle shut down feature	Lubed for life driveshafts
-Auto Engine RPM	Hydrostatic transmission with electronic control
-Power modes (Standard and Performance)	-Operator modes (TC, Hystat, Single Pedal and Ice)
-Power by range (High power in range 4)	-Directional shift aggressiveness (Fast, Medium, Slow)
-Tier 4 final/Stage V compliant	-Auto Rimpull control, adjust wheel torque
-Turbocharged and aftercooled	-Creeper control, adjust ground speed
-Filtered crankcase breather	Single plane cooling package wide 6 fins per inch density
-Diesel particulate filter	Hydraulically driven demand cooling fan
-Selective catalyst reduction	S-O-S port, engine, coolant, transmission oil
Dry type air cleaner	
Coolant protection to -34C (-29F)	
Fuel priming pump, automatic	
Fuel Water separator	
Differential lock in front axle	
Axle seal guards	
Enclosed wet disc full hydraulic brakes	

HYDRAULICS

Automatic lift and bucket kickouts, adjustable in-cab	medium, slow)
Bucket and fork modes, adjustable in-cab	Hydraulic diagnostic connectors and S-O-S ports
Cylinder damping at kickout and mechanical end stops	Hydraulic sight gauge, visible
Fine mode control (fast, medium, slow) in Fork Mode	Load sensing hydraulics and steering
Hydraulic response setting (fast,	Seat mounted hydraulic joystick controls
	Cat Payload 250 hours of Demo

ELECTRICAL

Alternator, 115-amp, heavy duty	Heavy duty gear reduction starter
12V power supply in cab (2)	Product Link
Batteries, 1,000 CCA (2) 24 volt system, disconnect switch	Remote jump start post
Back up alarm	Resettable main and critical function breakers
Emergency shutdown switch	Rooding lights front and rear
LED rear stop and turn lights	

OPERATOR ENVIRONMENT

75 mm (3 in) retractable seatbelt	Sliding glass on the side windows
Automatic temperature control	Column mounted multi function control
Cab, enclosed ROPS/FOPS pressurized and sound suppressed	-lights, wipers, turn signal
	Suspension seat, fabric

Push to Start
8 Inch Touch Screen
Jog Dial with Screen Control
Programmable Joystick
Cup holders
External mirrors with lower
parabolic
Ground level cab door release
Hydraulic control lockout
Interior cab lighting, door
Lunch box storage
Operator warning system indicators
Radio ready speakers
Rear window defrost, electric
Seat mounted electronic implement
controls, adjustable

OTHER STANDARD EQUIPMENT

Large-access enclosure doors with
adjustable close/open force
Parallel lift loader linkage
Recovery hitch with pin
Remote mounted lubrication points

Tilt steering wheel
Tinted front glass
Wet arm wiper/washer, 2-speed and
intermittent, front
Wet arm wiper washer, rear
Mounting Provision
Gauges
-Digital hour meter, odometer and
tachometer
-Digital ground speedometer and
direction indicator
-Engine coolant temperature gauge
-Fuel and diesel exhaust fluid level
indicator
-Hydraulic oil temperature gauge

Vandalism protection-
lockable compartments
1000 hour Service Intervals
(after initial 500)

MACHINE SPECIFICATIONS

926 14A WHEEL LOADER	579-7700	\$240,860.00
LANE 2 ORDER	0P-9002	\$0.00
PREP PACK, UNITED STATES	593-8900	\$0.00
ENVIRONMENT, STANDARD	579-7720	\$0.00
WEATHER, STANDARD	611-3020	\$0.00
STANDARD LIFT, COUPLER READY	593-8911	\$725.00
DIFFERENTIAL, OPEN REAR	333-6529	\$0.00
HYDRAULICS, 3V	593-8913	\$2,100.00
LINES, AUX 3RD, STD LIFT	530-1623	\$403.00
JUMPER LINES, AUX 3RD, FUSION	445-4725	\$765.00
HYDRAULICS, STANDARD, SL	536-5281	\$0.00
LIGHTS, STD, LED	590-8869	\$385.00
LIGHTS, ROADING, HALOGEN, RH	633-0624	\$0.00
CAB, STANDARD	578-1363	\$3,465.00
CONDITIONER, AIR, R134A	579-7735	\$0.00
PUSH START, PASSCODE SECURITY	579-7738	\$0.00
SEAT, DELUXE, TILT AND TELE	593-8962	\$1,410.00
CAMERA, REAR VIEW	579-7761	\$0.00
MIRROR, BASE	423-7168	\$0.00
RADIO, READY (SPEAKER/ANTENNA)	590-8870	\$0.00
STEERING WHEEL	579-7716	\$0.00
JOYSTICK ,3V ,WHEEL STR	593-8916	\$313.00
WINDSHIELD ACCESS STEPS, NONE	612-1012	\$0.00
PRODUCT LINK, CELLULAR PLE643	573-8455	\$0.00
FILM GP, WARNING, PL, ANSI	638-5475	\$0.00
TIRES, 20.5R25 TI MXL * L3	376-0828	\$16,370.00
FENDERS, STANDARD	593-8950	\$0.00
CTWT, STD, 538LBS, 2PCS	376-0502	\$0.00
TOOLBOX AUX	491-7922	\$670.00
HYDRAULIC OIL, STANDARD	619-8443	\$0.00
SERIALIZED TECHNICAL MEDIA KIT	421-8926	\$0.00
RIDE CONTROL	579-7697	\$5,340.00
DECAL,HI VIS STEP,HANDRAIL,LHS	615-9208	\$167.00
BEACON,WARN STROBE, LED AMBER	600-3781	\$387.00
LIGHTS,WARNING,REVERSE STROBE	616-0040	\$515.00
MIRRORS, INTERNAL 1X REAR VIEW	596-5866	\$135.00
VISOR, INTERNAL, REAR	342-0215	\$185.00
GUARD, POWERTRAIN, LOWER	349-8165	\$1,850.00
GUARD, CRANKCASE	349-8163	\$1,270.00
QUICK COUPLER,FUSION,HIGH VIS	536-5313	\$5,550.00
CERTIFICATE OF ORIGIN, ENGLISH	0G-6022	\$0.00

Sub Total, Machine		282,865.00
Min Member Disc	24.0%	(67,887.60)
Machine / Option Price		214,977.40

Sub Total, Work tools		27,431.00
Member Disc	24.0%	(6,583.44)
Work Tool / Attachments Price		20,847.56

Customer Invoice

Machine / Option Price		214,977.40
Work Tool / Attachments Price		20,847.56
Pre-Tax Total		235,824.96

Add-ons, No contract discount

Delivery		800.00
Machine Prep		1,200.00
Manuals		1,200.00
Total		239,024.96

WARRANTY & COVERAGE

Standard Warranty: 12 MONTHS FULL MACHINE

SOURCEWELL SELL PRICE	\$239,024.96
TIRE FEE	\$7.00
SALES TAX (10.25%)	\$24,500.06
AFTER TAX BALANCE	\$263,532.02

F.O.B/TERMS:

Delivered / Net 10 days

Accepted by _____ on _____

Signature



169706-01

January 26, 2024

CITY OF GARDENA
Attention: Account Payable
1700 W 162ND ST
GARDENA, California 90247-3732

Attention: David Kirkwood

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 420 Backhoe Loader including standard and optional equipment as listed below.

SOURCEWELL #020223-CAT

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Tony Mykris
Governmental Sales

One (1) New Caterpillar Inc. Model: 420 Backhoe Loader including standard and optional equipment as listed below.

Standard Equipment

BOOMS, STICKS, AND LINKAGES

BACKHOE

- 14'4" Center pivot backhoe
- 4.3 Meters
- Boom and swing transport locks
- Pilot operated backhoe and electro hydraulic stabilizer controls
- Street type stabilizer shoes
- Anti-drift hydraulics (boom, stick, and E-stick)
- Cat Cushion Swing(tm) system

LOADER

- Single Tilt Loader
- Lift cylinder brace
- Self-leveling loader with single lever control
- Return-to-dig (automatic bucket positioner)
- Transmission neutralizer switch
- Bucket level indicator

POWERTRAIN

- Water separator
- Thermal starting aid system
- Dry type axial seal air cleaner with integral precleaner
- Automatic dust ejection system
- Filter condition indicator
- Hydraulically boosted multi-plate wet disk brake with dual pedals & interlock
- Differential lock

- Torque converter
- Transmission-four speed manual shift
- Neutral safety switch
- Spin-on filters for Fuel
- Engine oil
- Transmission oil
- Outboard Planetary Rear Axles
- Diesel particulate filter
- Hydrostatic power steering

HYDRAULICS

- Pilot hoe and mechanical loader controls
- Load sensing, variable flow system with 43 gpm (162 L/min) axial piston pump
- 6 micron hydraulic filter

- Caterpillar XT-3 hose
- Hydraulic oil cooler
- Pilot control shutoff switch
- Flow-sharing hydraulic valves
- Hydraulic suction strainer

ELECTRICAL

- 12 volt electrical start
- Horn, front and rear
- Backup alarm
- Hazard flashers/turn signals
- Halogen head lights (2)
- Halogen rear flood lights (2)
- Stop and tail lights

- Audible system fault alarm
- Key start/stop system
- 850 CCA maintenance free battery
- Battery disconnect switch
- External Power Receptacle (12v)
- Diagnostic ports for engine and machine Electronic Control Modules

OPERATOR ENVIRONMENT

- Interior rearview mirror
- ROPS canopy, Rear Fenders
- 2-inch (50mm) retractable seat belt
- Tilt steering column
- Steering knob
- Hand and foot throttle

- Automatic Engine Speed Control
- One Touch Low Idle
- Floor mat and Coat Strap
- Lockable storage area
- Air suspension seat

FLUIDS

- Antifreeze - Extended Life Coolant

-20F (-30C)

OTHER STANDARD EQUIPMENT

- Standard Storage Box
- Transport tie-down points
- Ground line fill fuel tank with 42.3 gal (160L) capacity & 5 gal (19L) diesel exhaust fluid
- Rubber impact strips on radiator

- guard
- CD-ROM Parts Manual
- Safety Manual
- Operations and Maintenance Manual
- Lockable hood
- Tire Valve Stem Protection

MACHINE SPECIFICATIONS

420 07A BACKHOE LOADER CFG2	542-7992	\$112,330.00
LANE 2 ORDER	0P-9002	\$0.00
TRIM PACKAGE 3	630-5313	\$51,190.00
INCLUDES:		
544-0883 CAB, DELUXE		
542-7774 HYDRAULICS, MP, 6FCN/8BNK, ST		
544-1066 PT, 4WD/2WS, POWERSHIFT		
543-4284 STICK, EXTENDABLE, 4.3M (14FT)		
545-5048 DISPLAY, TOUCH SCREEN		
491-6736 WORKLIGHTS (8) LED LAMPS		
611-0339 SEAT, DELUXE FABRIC		
542-7810 AIR CONDITIONER, S5 (T4F)		
560-6797 PRODUCT LINK, CELLULAR, PLE643		
337-9696 COUNTERWEIGHT, 460 KGS (1015 LBS)		
551-6453 RIDE CONTROL		
548-1231 LINES, COMBINED AUX, E-STICK		
540-2298 STANDARD RADIO (12V)		
551-6940 COLD WEATHER PACKAGE, 120V		
567-5090 AUTO-UP STABILIZERS		
423-7607 PLATE GROUP - BOOM WEAR		
353-1389 GUARD, STABILIZER		
ENGINE, 74.5KW, C3.6 DITA, T4F	541-9540	\$12,360.00
SEAT BELT, 3" SUSPENSION	206-1748	\$187.00
TIRES, 340 80-18/500 70-24, MX	533-0488	\$3,360.00
STABILIZER PADS, FLIP-OVER	9R-6007	\$435.00
BUCKET-MP, 1.4 YD3, PO	337-7442	\$7,931.00
CUTTING EDGE, TWO PIECE,WIDE	9R-5320	\$329.00
BUCKET-HD, 24", 7.3 FT3, PL	247-1950	\$2,056.00
COUPLER, PIN LOCK, BL F	544-1901	\$1,528.00
INSTRUCTIONS, ANSI	559-0872	\$0.00
SERIALIZED TECHNICAL MEDIA KIT	421-8926	\$0.00
COUPLING,QD,THREADED WITH CAPS	456-3390	\$481.00
THUMB, HYDRAULIC, NO TINE, BHL	282-5409	\$6,125.00
THUMB, TINE, A 2	221-4284	\$464.00
BEACON, MAGNETIC MOUNT, STROBE	433-0154	\$444.00

STANDARD RADIO (12V)	540-2298	\$720.00
MIRRORS, EXTERNAL, BOTH SIDES	382-2499	\$945.00
PACK, DOMESTIC TRUCK	0P-0210	\$0.00
SHIPPING/STORAGE PROTECTION	461-6839	\$263.00
RUST PREVENTATIVE APPLICATOR	462-1033	\$141.00

Sub Total, Machine		201,289.00
Min Member Disc	22.0%	(44,283.58)
Machine / Option Price		157,005.42

Work Tools / Attachments

BUCKET-HD, 18", 4.9 FT3, PL	247-1949	1,903.00
HAMMER, B8S	532-9208	12,361.00
BRACKET, 1/4YD PL, LG	443-7285	694.00
LINES, B6-B8 HAMMER, BHL	570-6298	333.00

Sub Total, Work tools		15,291.00
Member Disc	22.0%	(3,364.02)
Work Tool / Attachments Price		11,926.98

Add-ons, No contract discount

Delivery		800.00
Machine Prep		1,200.00
Manuals		1,200.00
Total		172,132.40

WARRANTY & COVERAGE

Standard Warranty: 12 MONTHS FULL MACHINE

SOURCWEILL SELL PRICE	\$172,132.40
TIRE FEE	\$7.00
SALES TAX (10.25%)	\$17,643.57
AFTER TAX BALANCE	\$189,782.97

F.O.B/TERMS:

Delivered / Net 10 days

Accepted by _____ on _____

Signature



173942-01

Jan 26, 2024

CITY OF GARDENA
Attention: Account Payable
1700 W 162ND ST
GARDENA, California 90247-3732

Attention: KEVIN THOMAS

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 415IL Industrial (Skip) Loader including standard and optional equipment.

SOURCEWELL #020223-CAT

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Tony Mykris
Governmental Sales

One (1) New Caterpillar Inc. Model: 415L Industrial (Skip) Loader including standard and optional equipment.

Standard Equipment

BOOMS, STICKS, AND LINKAGES

LOADER

- Single Tilt Loader
- Lift cylinder brace
- Self-leveling loader with single lever control
- Return-to-dig (automatic bucket positioner)
- Transmission neutralizer switch
- Bucket level indicator

POWERTRAIN

- Cat C3.6, 55kw
- EPA Tier 4 Final Certified Engine
- EU Stage 5 Certified Engine with aftertreatment
- Net Power @ Rated (2200RPM) is 69HP (51kW)
- Gross Power @ Rated (2200RPM) is 74HP (55kW)
- Water separator
- Thermal starting aid system
- Dry type axial seal air cleaner with
- Integral precleaner
- Automatic dust ejection system
- Filter condition indicator
- Hydraulically boosted multi-plate wet disk brake with
- Dual pedals & Interlock
- Differential lock
- Drive-line parking brake
- Torque converter
- Four Wheel Drive
- Transmission-four speed manual shift
- Neutral safety switch
- Spin-on filters for Fuel
- Engine oil
- Transmission oil
- Outboard Planetary Rear Axles
- Diesel Particulate Filter
- Hydrostatic power steering

HYDRAULICS

- Load sensing, variable flow system with 35 gpm (132 L/min) axial piston pump
- 6 micron hydraulic filter
- Caterpillar XT-3 hose
- Hydraulic oil cooler
- Flow-Sharing Hydraulic Valves
- Hydraulic suction strainer

ELECTRICAL

- 12 volt electrical start
- 150 ampere alternator
- Horn, front and rear
- Backup alarm
- Hazard flashers/turn signals
- Halogen head lights (2)
- Halogen rear flood lights (2)
- Stop and tail lights
- Audible system fault alarm
- Key start/stop system
- 850 CCA maintenance free battery
- Battery disconnect switch
- External Power Receptacle (12v)

OPERATOR ENVIRONMENT

- Interior rearview mirror
- Rear fenders
- Mechanical suspension seat
- Coat Strap

- ROPS canopy
- Foot throttle

- Lockable storage area

FLUIDS

- Antifreeze - Extended Life Coolant

- 20F (-30C)

OTHER STANDARD EQUIPMENT

- Standard Storage Box
- Transport tie-down points
- Ground line fill fuel tank with 42.3 gal (160L) capacity
- Rubber impact strips on radiator guard

- CD-ROM Parts Manual
- Safety Manual
- Operations and Maintenance Manual
- Lockable hood
- Tire Valve Stem Protection

MACHINE SPECIFICATIONS

415 07A IL BACKHOE LOADER	542-8000	\$98,510.00
PT ARR-4WD/2WS STD SHIFT	543-4895	\$12,430.00
HYDRAULICS, MP, 3FCN/5BNK	545-7229	\$8,980.00
CAB, STANDARD, A/C	545-7232	\$13,310.00
WORKLIGHTS (8) LED LAMPS	491-6736	\$1,140.00
SEAT BELT, 3" SUSPENSION	206-1748	\$187.00
PRODUCT LINK, CELLULAR, PLE643	639-4880	\$0.00
TIRES, 12.5 80/16.9-24, GY/TI	464-9639	\$2,250.00
COUNTERWEIGHT, 255 LBS	337-9694	\$875.00
HITCH 3 POINT	462-5281	\$0.00
BUCKET-MP, 1.3 YD3, PO	337-7436	\$7,653.00
CUTTING EDGE, TWO PIECE	9R-5321	\$331.00
INSTRUCTIONS, ANSI	596-7509	\$0.00
SERIALIZED TECHNICAL MEDIA KIT	421-8926	\$0.00
RIDE CONTROL	558-8376	\$1,925.00
BEACON, MAGNETIC MOUNT	211-4292	\$300.00
STANDARD RADIO (12V)	540-2298	\$720.00
COUNTERWEIGHT, 198 LBS	463-6939	\$745.00
MIRRORS, EXTERNAL, BOTH SIDES	382-2499	\$945.00
BOX, BLADE/SCARIFIER	461-9717	\$8,444.00
PACK, DOMESTIC TRUCK	0P-0210	\$0.00
SHIPPING/STORAGE PROTECTION	461-6839	\$266.00
RUST PREVENTATIVE APPLICATOR	462-1033	\$141.00

Sub Total, Machine		159,152.00
Min Member Disc	22.0%	(35,013.44)
Machine / Option Price		124,138.56

Add-ons, No contract discount

Delivery	800.00
Machine Prep	1,200.00
Manuals	1,200.00
Total	127,338.56

WARRANTY & COVERAGE

Standard Warranty: 12 MONTHS FULL MACHINE

SOURCEWELL SELL PRICE	\$127,338.56
TIRE FEE	\$7.00
SALES TAX (10.25%)	\$13,052.20
AFTER TAX BALANCE	\$140,397.76

F.O.B/TERMS:

Delivered / Net 10 days

Accepted by _____ on _____

Signature

**Solicitation Number: RFP #020223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Caterpillar Inc.**, 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Medium Duty and Compact Construction Equipment with Related Attachments** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 17, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price percentage list discount stated in Supplier's Proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and contract number; formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required). Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

B. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Supplier may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

C. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Participating Dealers with payments made to the Participating Dealers. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier's Participating Dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier's Participating Dealer or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;

- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcwell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. Intentionally deleted.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier's Participating Dealers must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Participating Dealer conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that

neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

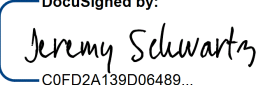
21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

5/5/2023 | 11:57 AM CDT
Date: _____


Caterpillar Inc.

DocuSigned by:

By: 68A87926721B4E0...
Patrick Kearns
Title: Vice President Sales & Marketing,
Construction Industries

5/24/2023 | 9:14 AM PDT
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

5/24/2023 | 12:16 PM CDT
Date: _____

RFP 020223 - Medium Duty and Compact Construction Equipment with Related Attachments

Vendor Details

Company Name: Caterpillar Inc
Address: 100 NE Adams St
Peoria, IL 61629
Contact: Sean Egel
Email: egel_sean_j@cat.com
Phone: 309-675-1399
HST#:

Submission Details

Created On: Tuesday December 06, 2022 08:40:12
Submitted On: Wednesday February 01, 2023 17:08:39
Submitted By: Sean Egel
Email: egel_sean_j@cat.com
Transaction #: 9a461f27-b7e7-4aa6-83b3-419bcf0de541
Submitter's IP Address: 199.247.43.43

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083	*
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039	*
6	Proposer website address (or addresses):	https://www.caterpillar.com/ , https://www.cat.com/en_US.html	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Sean_J@Cat.Com Phone: (309) 675-1399	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary.</p> <p>In 1925 when Holt and Best merged to form their new tractor company, they used the name Caterpillar, which had become familiar with people around the world. The name was registered in 1910 by Holt and placed on his tractors to reflect the undulating movement the machine made as it crawled across the field like a caterpillar.</p> <p>With 2022 sales and revenues of \$59.4 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy & Transportation – and providing financing and related services through our Financial Products segment.</p> <p>Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability.</p> <p>Caterpillar's Code of Conduct that can be found at https://www.caterpillar.com/en/company/code-of-conduct.html</p>	*
11	What are your company's expectations in the event of an award?	<p>Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT.</p> <p>Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract.</p> <p>We look forward to the opportunity to further grow business and serve member needs together in this new Medium Construction Equipment RFP opportunity.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx</p> <p>Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents.</p> <p>As 2022 results have just been released, below you can find a high level sales statement for 2022 followed by our more detailed 2021.</p> <p>In 2022 full year sales and revenues were \$59.4B with a profit per share of USD \$12.64.</p> <p>In 2021 full year sales and revenues were \$51B of which, North American sales were \$22B. Operating profit was \$6.9B with a profit per share of USD \$11.83. Dividends paid per share of USD \$4.28.</p>	*
13	What is your US market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Cat dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application.</p> <p>Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs.</p> <p>Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service.</p> <p>Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.</p>	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein.</p> <p>As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.</p>	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards.</p> <p>Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)</p>	*
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.	*
21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint. Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=\$6,857,211 2021=\$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=\$0 / 2021=\$143,837 SIN 335999 Power Distribution Equipment: 2020=\$151,267.70 / 2021=\$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts.</p> <p>Final sales for the year 2022 have yet to be fully reported.</p>	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Baltimore County, MD	Jamie Donahue	410-952-6981	*
Washington DC Fleet	Greg Harrelson	202-437-3799	*
Town of Scituate Mass.	Kevin Cafferty	781-545-8732	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Virginia Department of Transportation-Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	\$12,321,972	*
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	\$10,304,218	*
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	\$12,176,875	*
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	\$10,053,000	*
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	\$6,567,420	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	<p>The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcewell and ensures that all contract terms are followed.</p> <p>Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business.</p> <p>In North America, Cat dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.</p>
27	Dealer network or other distribution methods.	<p>The Cat dealer network is key to the success of our company. Boasting 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet that can serve customers regardless of location. These are full physical locations our governmental customers can use.</p> <p>Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment.</p> <p>Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well.</p> <p>Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.</p>

28	Service force.	<p>At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience.</p> <p>In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time.</p> <p>Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support.</p> <p>The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:</p> <ol style="list-style-type: none"> 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine. 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. <p>IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products.</p> <p>Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar.</p> <p>The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour.</p> <p>Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running.</p> <p>Some of our service solutions include:</p> <ul style="list-style-type: none"> -Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime. -Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs. -S•O•S Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet. -Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states.</p> <p>Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours.</p> <p>In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process.</p> <p>Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states.</p> <p>Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours.</p> <p>In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process.</p> <p>Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are proud to serve all geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell.</p> <p>Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.</p>	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include:</p> <ol style="list-style-type: none"> 1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshow we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Rodeo) 8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers.</p> <ul style="list-style-type: none"> - Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need. - Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments. - Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own. - Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation. <p>Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry.</p> <p>In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers.</p> <p>Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer.</p> <p>Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment.</p> <p>Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites.</p> <p>For more information visit: https://catsimulators.com/</p>
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41	Describe any technological advances that your proposed products or services offer.	<p>Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment.</p> <p>Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine.</p> <p>Cat Payload - Precisely load targets every time for faster cycle times.</p> <p>Cat E-Fencing - Automatically stops excavator motion using boundaries you set in the monitor for the entire working envelope - above, below, sides and front.</p> <p>Cat Birds Eye 360 View Camera - Rearview and right-side-view cameras always keep operators aware of their surroundings.</p> <p>Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption.</p> <p>Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment.</p> <p>Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance.</p> <p>Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force.</p> <p>Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity.</p> <p>Autodig - consistent high bucket fill factors delivers up to 10% more productivity.</p> <p>Cat Track Type Tractors: Display with Camera - Optional 10" touchscreen, color display including rearview camera and slope indicate/assist screens. Larger reversing camera gives the operator better visibility to the job site.</p> <p>Cat Material Handlers: Smartboom - significantly enhances operator comfort and job efficiency by reducing stress and vibrations transmitted to the machine. Loading is more productive and more fuel efficient.</p> <p>Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft.</p> <p>Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety.</p> <p>Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment.</p> <p>Cat Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents.</p> <p>Cat Command - Remote control in operations where an operator could be at safety risk.</p> <p>Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you.</p>
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42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future.</p> <p>We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services.</p> <p>Caterpillar is engineering a brighter future through:</p> <ul style="list-style-type: none"> - Product innovations - Advanced technologies leveraging know-how and R&D - Usage of renewable fuels and fluids - Solutions to improve jobsite efficiency - Maintenance solutions - Manufacturing operations' carbon efficiency <p>Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey.</p> <p>Caterpillar is fully committed to our customers' success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges.</p> <p>We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people.</p> <p>Caterpillar is a proud 22-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors.</p> <p>For more on sustainability please visit our full report attached in the Financial and Stability attachment section.</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Plants certified with ISO 14001:2004 Environmental Management System include:</p> <ol style="list-style-type: none"> 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017 4) Mapleton - 14001:2004 self-certification issued Jan 2013 5) Reman Services - Corinth MS - ISO 14001:2015- Sept. 2021 6) Reman Services - Franklin - ISO 14001:2004-May 2017 	*

44	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct.</p> <p>For example: Foley Equipment, a Cat dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director.</p> <p>One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories.</p> <p>Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Award Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers.</p> <p>Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not.</p> <p>For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.</p>
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45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price.</p> <p>CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents.</p> <p>In addition to built-in safety features, we also offer products and services that are unique in the industry.</p> <p>Cat Safety Services include, but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators.</p> <p>Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership.</p> <p>Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures.</p> <p>Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process.</p> <p>Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc.</p> <p>Fleet Management & Services through Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today.</p> <p>Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.</p>
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer service territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.	*
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.	*
52	Describe any service contract options for the items included in your proposal.	<p>We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options.</p> <p>1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage:</p> <ol style="list-style-type: none"> 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier <p>A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires.</p> <p>2) Customer Value Agreements (CVA's):</p> <p>A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.</p> <p>The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.</p>	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public.</p> <p>Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide.</p> <p>Cat Financial offers you a complete solution for your acquisition needs:</p> <ul style="list-style-type: none"> - Equipment & Attachments - Parts - Service - Rebuilds <p>Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease.</p> <p>Find more information from Cat Financial here: https://www.catfinancial.com/en_US.html/</p>	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcwell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcwell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 10 - 26% off of the list price depending on the product family or model.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcwell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcwell member number on the PO and /or invoice shall be deemed sufficient.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcwell members.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcwell member's location.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcwell members' location.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcwell member requirements our dealers will be happy to discuss on a case by case basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	<p>We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and Cat dealers have very close and trusting relationships. Cat dealers are long-established, and the current process (under contract #032119-CAT) is working well.</p> <p>1) To ensure pricing accuracy, we maintain our current Sourcwell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software.</p> <p>2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcwell contract and this is part of the reason for their high engagement and our high reporting accuracy.</p> <p>3) At month end, we gather the new machine and work tool sales data attributed to Sourcwell and aggregate it for our reporting.</p> <p>4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcwell for all items that are subject to the administrative fee.</p>	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 020223.	*
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcwell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products.</p> <p>Caterpillar is pleased to offer a wide variety of products for Sourcewell members. These products include some from the previously submitted RFP 011723, while excluding paving products, equipment, and services awarded on 060122-CAT. The equipment, products, and services for offered for RFP 020223 include:</p> <ul style="list-style-type: none"> - Cat Backhoe Loaders (9 models offered) - Cat Compact Track Loader (7 models offered) - Cat Skid Steer Loader (7 models offered) - Cat Track Hydraulic Excavator (34 models offered) - Cat Wheel Hydraulic Excavator (7 models offered) - Cat Forestry (4 models offered) - Cat Telehandlers (8 models offered) - Cat Track Type Tractors (3 models offered) - Cat Track Loaders (3 models offered) - Cat Wheel Loaders (19 models offered) - Cat Material Handlers (3 models offered) - Cat Landfill Compactors (3 models offered) <p>- Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section.</p> <p>Services and support include:</p> <ul style="list-style-type: none"> - Cat Attachments (Worktools) - Cat Technology - Cat Safety Services - Cat Job Site Solutions <p>- Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section.</p> <p>- Services and support brochures can be found in the additional documents section by name of offering.</p> <p>For more detailed information on each of these products/offerings see the following website: https://www.cat.com/en_US.html</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Wheeled, tracked, and backhoe loaders;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.	*
72	Skidsteers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.	*
73	Mini excavators;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.	*
74	Telehandlers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.	*
75	Soil compaction and site preparation equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing.zip - Tuesday January 31, 2023 14:05:38
- [Financial Strength and Stability](#) - Fin Strength and Stability.zip - Tuesday January 31, 2023 09:20:54
- [Marketing Plan/Samples](#) - Marketing Plan.zip - Tuesday January 31, 2023 09:23:04
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Combined.pdf - Tuesday January 31, 2023 09:21:38
- Standard Transaction Document Samples (optional)
- [Upload Additional Document](#) - Additional Documents.zip - Wednesday February 01, 2023 17:05:29

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sean Egel, Sales Consultant, Caterpillar Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue January 24 2023 02:56 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue January 3 2023 11:29 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue December 27 2022 03:08 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Mon December 12 2022 04:08 PM	<input checked="" type="checkbox"/>	1

SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 (“Sourcewell”) and **Caterpillar Inc.**, having its principal place of business at 5212 N. O’Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 (“Caterpillar” or “Vendor”). Sourcewell and Caterpillar may be referred to in this Agreement as a “Party” and collectively as the “Parties.”

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell’s cooperative purchasing contracts as follows:

Sourcewell Contract 020223 – CAT (Solicitation Number: 020223)

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof (“Licensed Trademarks”), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

ARTICLE I: GRANT OF LICENSE

A. GRANT OF LICENSE. During the term of the Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell’s Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell’s relationship with Vendor.
2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor’s Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor’s relationship with Sourcewell.

“Anti-Corruption and International Trade Laws” means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

B. LIMITED RIGHT OF SUBLICENSE. The rights and licenses granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.
2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.
3. Beyond what is permitted in this Addendum, neither Party will:
 - a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;
 - b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;
 - c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or
 - d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

- A. **EFFECTIVE DATE.** This Addendum is effective upon the date of the final signature below.
- B. **TERMINATION.** Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.
 1. *Termination for Convenience.* This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.
 2. *Termination for Breach.* This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.
 3. *Effect of Termination.* Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo

(excepting Sourcewell’s pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

- 4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

DocuSigned by:
SOURCEWELL
By: Jeremy Schwartz
C0FD2A139D06489...
Name: Jeremy Schwartz
Title: Director of Operations and Procurement
Date: 5/24/2023 | 2:46 PM CDT

DocuSigned by:
Caterpillar
By: Patrick Kearns
68A87926721B4E0...
Name: Patrick Kearns
Title: Vice President Sales & Marketing - North America
Date: 5/24/2023 | 12:47 PM PDT



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 18.A
Section: DEPARTMENTAL
ITEMS - TRANSPORTATION
Meeting Date: August 13, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Approve Contract with Clean Energy for the Operations and Maintenance of GTrans' CNG Facility for \$775,020 and a Project Total of \$852,522

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approval Contract

RECOMMENDATION AND STAFF SUMMARY:

GTrans has recently completed construction of its Compressed Natural Gas (CNG) fueling station and infrastructure upgrades. With its completion, GTrans is now able to fuel and maintain its 39 Compressed Natural Gas (CNG) buses on site.

The maintenance of the CNG fueling station itself is essential for the operation of the bus fleet, and to maintain the warranty on all subsystem and parts of the station. The maintenance and repair of the fuel station and all its related systems is highly specialized work. As such, GTrans wishes to hire Clean Energy, who built the CNG station, to provide all staff and resources necessary to maintain the fuel station in a state of good repair. Clean Energy has a unique understanding of GTrans' requirements, as it is the firm that designed and built GTrans' station and those of many local transit agencies. In addition, they have ample experience operating and maintaining CNG fueling stations for many public agencies.

The contract includes all labor, materials and equipment necessary to maintain and repair the fuel station and the related equipment. The contract also includes remote monitoring software system which allows the state of the CNG fueling station to be continuously monitored 24/7/365 by the Clean Energy Command Center. Fault errors can be corrected remotely and a technician can immediately travel to the site if the system goes down and needs repair. Similarly, Clean Energy's national warehouse is in Carson, CA, which stocks critical parts and consumables - making for short lead times for any repairs or spare parts needed for GTrans' station.

Clean Energy's proposal is for one-year base contract, with four, one-year options. Their proposal maintains the monthly fixed fee at \$12,917 for the entire base and option years of the contract, as outlined below:

Year	Monthly Fee	Annual Cost
Base Year	\$12,917	\$155,004
Option Year 1	\$12,917	\$155,004
Option Year 2	\$12,917	\$155,004
Option Year 3	\$12,917	\$155,004
Option Year 4	\$12,917	\$155,004
	Total:	\$775,020

GTrans would also like to include a 10 percent contingency, or \$77,502 to accommodate any unforeseen expenditures that may arise. Such expenditures would not be allowed unless agreed upon and approved in advance by GTrans management. GTrans has reviewed the pricing and determined it to be fair and reasonable.

Therefore it is recommended that Council authorize a contract with Clean Energy for a base year with four, one-year options, at a five-year cost of \$775,020 plus an additional 10 percent contingency (\$77,502) as required, for a total of \$852,522.

FINANCIAL IMPACT/COST:

GTrans has allocated funding in the FY25 and FY26 operating budgets for this service. If exercised, the cost of subsequent years of the agreement will be included in future budgets for Council consideration. There is no impact to the General Fund.

ATTACHMENTS:

[City of Gardena Agreement with Clean Energy O&M with Redacted Proposal.pdf](#)

APPROVED:



Clint Osorio, City Manager

AGREEMENT BETWEEN
THE CITY OF GARDENA
AND
CLEAN ENERGY

This contract, hereinafter referred to as Agreement, is entered into by and between THE CITY OF GARDENA ("City") and CLEAN ENERGY. ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. Recitals.

- A. City is desirous of obtaining operations and maintenance service for GTrans' Compressed Natural Gas (CNG) fueling station (the "Station").
- B. Consultant is qualified by virtue of experience, training, education and expertise to provide these services.
- C. City has determined that the public interest, convenience and necessity require the execution of this Agreement.

2. Services.

- A. The services to be performed by Consultant shall consist of the scope of operations and maintenance services outlined as "Option A" on page 25 of Consultant's proposal dated July 5, 2024 ("Consultant's Proposal"), and any associated addendum, incorporated herein by reference, unless otherwise instructed by City (collectively, the "Services").
- B. The Services shall be performed in accordance with the maintenance schedule set forth in Appendix B of Consultant's Proposal. Consultant shall not be liable for any failure or delay in furnishing the Services resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by City to provide appropriate access to equipment or personnel, or other causes beyond Consultant's reasonable control.

3. Additional Services. If City determines that additional services are required to be provided by Consultant in addition to the Services set forth above, City shall authorize Consultant to perform such additional services in writing ("Additional Services"). Such Additional Services shall be specifically described and approved by City in writing prior to the performance thereof. Consultant shall be compensated for such Additional Services in accordance with the amount agreed upon in writing by the Parties. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.

4. Agreement Administrator. For purposes of this Agreement, City designates Rachel Yoo as the Agreement Administrator who shall monitor Consultant's performance under this Agreement. All notices, invoices or other documents shall be addressed to the Agreement Administrator, as well as all substantive issues relating to this contract. City reserves the right to change this designation upon written notice to Consultant.

5. Consultant's Proposal. This Agreement shall include and incorporate therein Consultant's Proposal in response incorporated herein by reference. In the event of any inconsistency between the

terms of the proposal and this Agreement, this Agreement shall govern.

6. Timing of Performance. Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement. City, in its sole discretion, may extend the time for performance of any Service.

7. Compensation. Compensation for the Services shall be billed as set forth on page 25 of Consultant's Proposal. The Compensation is inclusive of all costs that may be incurred by Consultant in performance of the Services, including but not limited to such items as travel, copies, delivery charges, phone charges, facsimile charges and taxes, except that any maintenance or repair costs incurred by Consultant due to damage, abuse or neglect by City shall be billed to City at Consultant's then existing labor and materials rates.

8. Term of Agreement/Termination.

A. This Agreement shall be effective as of the date of execution by the City and shall remain in effect until the one (1) year anniversary of such date of execution, provided that upon the mutual written agreement of the Parties, this Agreement may be extended for four (4) additional one (1) year options.

B. City may terminate this Agreement without cause by providing written notice to Consultant not less than forty-five (45) days prior to an effective termination date. City's only obligation in the event of termination will be payment of fees and allowed expenses incurred up to and including the effective date of termination.

C. Unless for cause, Consultant may not terminate this Agreement.

D. Upon receipt of a termination notice, Consultant shall: (1) promptly discontinue all Services, unless the notice directs otherwise; and (2) within ten (10) days after the effective termination date, deliver to City all files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the Services under this Agreement, whether completed or in progress. Consultant shall provide these documents by both hard copy and in electronic format if available. In the event of termination for other than cause attributable to Consultant, Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination and shall be deemed released from liability for any work assigned but not completed as of the effective date of termination.

9. Invoices and Payments.

A. Payment shall be made upon receipt and approval of invoices for Services rendered. In order for payment to be made, Consultant's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs, and be submitted on an official letterhead or invoice with Consultant's name, address, and telephone number referenced.

B. The Agreement Administrator shall review the invoices to determine whether services performed and documents submitted are consistent with this Agreement. Payment shall be made within forty-five (45) days following receipt of the invoice or the Agreement Administrator shall provide Consultant with a written statement objecting to the charges and stating the reasons therefore.

C. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

10. Records/Audit.

A. Consultant shall be responsible for ensuring accuracy and propriety of all billings and shall maintain all supporting documentation for a minimum of three (3) years from the completion date of the Services under this agreement the following records:

1. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assure proper accounting for all funds.

2. Records which establish that Consultant and any subconsultant who renders Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations.

3. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.

B. City shall have the right to audit Consultant's invoices and all supporting documentation for purposes of compliance with this Agreement for a period of three years following the completion of Services under this Agreement.

C. Upon reasonable notice from City or any other governmental agency, Consultant shall cooperate fully with any audit of its billings conducted by, or of, City and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

11. Successors and Assignment. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement. For the avoidance of doubt, Consultant has identified two subcontractors on page 10 of Consultant's Proposal who may perform certain limited services on an as-needed basis, and such subcontractors are deemed pre-approved by City to perform such services. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

12. Change in Name, Ownership or Control. Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.

13. Key Personnel. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall provide properly skilled professional and technical personnel to perform all services under this Agreement. In the event that City, in its sole discretion, at any time during the Agreement, desires the removal of any person or persons assigned by Consultant to perform Services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City.

14. Use of Materials.

A. City shall make available to Consultant such materials from its files as may be required by Consultant to perform Services under this Agreement. Such materials shall remain the property of City while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall return to City any property of City in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performance of this Agreement.

B. City may utilize any material prepared or work performed by Consultant pursuant to this Agreement, including computer software, in any manner, which City deems proper without

additional compensation to Consultant. Consultant shall have no responsibility or liability for any revisions, changes, or corrections made by City, or any use or reuse pursuant to this paragraph unless Consultant accepts such responsibility in writing.

15. Confidentiality. Consultant acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Consultant agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Sub-consultants requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without City's express written consent or as provided by law. Consultant agrees to release such information or material only to employees or Sub-consultants who have signed a nondisclosure agreement, the terms of which have been previously approved by City. Consultant agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information" including, but not limited to, "Protected Health Information" (PHI) under Health Insurance Portability And Accountability Act (HIPAA), individuals' names, addresses, phone numbers, birth dates, and social security numbers collected, used, or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. The Consultant must comply with all HIPAA requirements and rules when determined applicable by the City. If City determines that (1) City is a "covered entity" under HIPAA, and that (2) Consultant will perform "business associate" services and activities covered under HIPAA, then at City's request, Consultant agrees to execute City's Agreement in compliance with HIPAA.

Consultant shall ensure its directors, officers, employees, Sub-consultants or agents use personal information solely for the purposes of accomplishing the services set forth herein. Consultant and its Sub-consultants agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the City or as otherwise required by law.

Any breach of this provision may result in termination of the Agreement and demand for return of all personal information. Moreover, Consultant will indemnify and hold the City harmless from and against all losses and damages resulting from any unauthorized or improper disclosure, dissemination or use of the information as a result, in whole or in part, of Consultant's action or inaction.

16. Nonuse of Intellectual Property of Third Parties. Consultant shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Consultant has a license. Consultant shall indemnify and hold City harmless against all claims raised against City based upon allegations that Consultant has wrongfully used intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Consultant pursuant to this Agreement.

17. Ownership of Work Product. All documents or other information created or developed by Consultant specifically for the Services shall, for purposes of copyright law, be deemed worked made for hire for City by Consultant and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination of this Agreement.

18. Legal Requirements.

A. Consultant shall secure and maintain all licenses or permits required by law, including a City business license, and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

B. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreements.

C. Consultant covenants that there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, or any other category forbidden by law in performance of this Agreement.

19. Conflict of Interest and Reporting.

A. Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of services to be performed under this Agreement.

B. Consultant and its representatives shall refrain from lobbying City of Gardena officials, employees and representatives for the duration of this Agreement.

20. Guarantee and Warranty. Consultant warrants to City that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. Without waiver of City's other rights or remedies, City may require Consultant to re- perform any of said services, which were not performed in accordance with these standards. Consultant shall perform the remedial services at its sole expense.

21. Insurance.

A. Commencement of Work. Consultant shall not commence work under this Agreement until it has obtained City approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as may be indicated below, Consultant must have and maintain in place all of the insurance coverage required in this Section. Consultant's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section and Consultant shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Consultant's insurance may cover all subcontractors.

B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-: VII, unless otherwise approved by City.

C. Coverage, Limits and Policy Requirements. Consultant shall maintain the types of coverage and limits indicated below:

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, with coverage at least as broad as Insurance Services Office Form CG 00 01, with no special limitations affecting City. The limit for all coverage under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.

2. General Auto Liability Insurance - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, including hired and non-owned autos with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.

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

4. Professional Errors & Omissions - a policy with minimum limits of one million dollars (\$1,000,000.00) per claim and aggregate. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, unless cancelled for non-payment, then ten (10) calendar days notice shall be given, is mailed to City.

5. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

a. The City, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.

b. The insurer shall agree to provide City with thirty (30) days prior written notice, of any cancellation, non-renewal or material change in coverage, unless cancelled for non-payment, then ten (10) calendar days notice shall be given.

c. For any claims with respect to the Services covered by this Agreement, Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officers, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.

E. Deductibles. Any deductible or self-insured retention over \$25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or

self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Consultant); or Consultant shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.

G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.

22. Indemnity and Limitation of Liability.

A. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property, except to the extent caused by the negligence or willful misconduct of City, its officers, agents, employees or volunteers.

B. Consultant shall defend, indemnify, and hold harmless the City, including its officials, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of any intentional or negligent acts or errors or omissions to act by Consultant or its agents, officers, employees, subcontractors, or independent contractor, in the performance of its obligations pursuant to this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. This indemnity shall not apply if the claim arises out of the sole negligence or willful misconduct of City, its officers, agents, employees or volunteers.

C. No official, employee, agent or volunteer of City shall be personally liable for any default or liability under this Agreement.

D. Neither Party shall have any liability to the other Party for special, consequential, or incidental damages, except however in connection with any third-party claims that fall within the scope of the indemnity obligations of Consultant under this Agreement.

23. Independent Contractor. Consultant agrees to furnish consulting services in the capacity of an independent contractor and neither Consultant nor any of its employees shall be considered to be an employee or agent of City.

24. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

25. Notices. Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties. Name, address, telephone and facsimile numbers of the parties are as follows:

City of Gardena – GTrans
Attn: Rachel Yoo
13999 S. Western Avenue
Gardena, California 90249
Email: ryoo@gardenabus.com

Clean Energy
Attn: Chad Lindholm
With a copy to: Deputy General Counsel
4675 MacArthur Court, Suite 800
Newport Beach, California 92660
Fax: (949) 724-1397

Either party may change the information to which notice or communication is to be sent by providing advance written notice to the other party.

26. Severability. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

27. Jurisdiction and Venue. This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be Los Angeles County, California.

28. Waiver. No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. To be valid a waiver shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

29. Electronic Signatures. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. City and Consultant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will reply on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this

Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

30. Joint Drafting. Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Agreement and to submit the same to counsel and other consultants for review and comment and that the parties jointly drafted this Agreement. No provision of this Agreement or any Assignment shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.

31. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

32. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

33. Attorney's Fees. In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.

34. Entire Agreement. This Agreement contains the entire understanding between City and Consultant relating to the subject matter herein. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. This Agreement may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

(The Remainder of This Page is Intentionally Left Blank)
(Signature Page Follows)

IN WITNESS WHEREOF, the parties have hereunto affixed their names as of the day and year written below.

CITY OF GARDENA

By _____
Tasha Cerda
Mayor

Date _____

ACCEPTED: CLEAN ENERGY

By Chad Lindholm
Chad Lindholm
Senior Vice President

Date 8/5/2024

APPROVED AS TO FORM:

Carmen Vasquez
Carmen Vasquez
City Attorney



City of Gardena

Alphonse Anderson
Senior Account Manager
949.266.1475
Alphonse.Anderson@cleanenergyfuels.com

July 5, 2024

Proposal for CNG Fueling Station Maintenance and RNG

July 5, 2024

Ms. Rachel Yoo
Transit Administrative Supervisor
City of Gardena
13999 S. Western Ave
Gardena CA 90249

Re: CNG Fueling Station Maintenance and RNG

Dear Ms. Yoo,

Clean Energy has provided reliable CNG fuel station maintenance service to many transit agencies, locally and nationally, for more than 26 years. We are also the leading provider of RNG in North America. We are uniquely positioned to offer both of these services to the City of Garden transit division (GTrans) as you embark on owning a private CNG fuel station for your bus fleet.

This proposal contains two contract options for O&M maintenance and RNG supply and credit management.

The following is a summary of the advantages Clean Energy provides, specific to the scope of this proposal:

Maintenance Service

- **Local, Trained Staff.** Clean Energy's local technicians are fully trained and experienced with maintaining ANGI compressors and equipment just like yours. Our closest technician is approximately 30 minutes driving distance from your site. As a backup, we have a large team of over 40 technicians in the LA/OC area. Our technicians complete rigorous CNG training courses at our training facility and are certified to work on a variety of CNG compressors and equipment.
- **Around The Clock Support.** Clean Energy's technicians work scheduled day and night shifts, so any time your station has an issue, we respond quickly. Our headquarters in Newport Beach houses our Command Center, which is staffed 24/7/365 and actively monitors the status of your station. When possible, minor alarms can be reset remotely, and when needed, technicians are dispatched to your station.
- **Parts Access.** Our customers and technicians have access to a large inventory of parts in our main warehouse in Carson, CA, which enables us to provide parts to your site quickly to avoid station downtime. We also maintain thousands of inventory items at three other regional parts warehouses located across the

country. For speed of service, our technicians keep an inventory of common spare parts directly in their vehicles.

RNG Supply and ESP Services

- **RNG Experience.** Clean Energy was the first to establish a D3 RIN generating landfill project under the US EPA, so we understand the complexities of navigating the Renewable Fuel Standard (RFS) and California Low Carbon Fuel Standard (LCFS). We employ dedicated staff focused on project investment and development, gas marketing, operations, regulatory adherence, compliance management, and customer service. This in-house team will ensure GTrans meets all compliance obligations.
- **Extensive RNG Supply.** Clean Energy has one of the largest RNG supply portfolios available, with over 100 active and in-development projects at dairy farms, wastewater treatment facilities, and landfills nationwide, including 58 projects in CA. We have strategic partnerships with TotalEnergies and bp that allow us to quickly develop and scale our pipeline of projects. Clean Energy has a large network of public fueling stations in California but prioritizes our customers' private stations when it comes to supply.
- **Portfolio Approach vs. Back-to-Back Approach.** Unlike most RNG suppliers and marketers, we do not back-to-back a supply source to a customer's station. Instead, we bring a portfolio of RNG to each of our customers, which ensures a reliable supply through a diverse mix of projects, and a guaranteed financial settlement. Others in the market use "unit contingent" contracts which eliminate their obligation to deliver RNG and pay the station customer if the RNG source is not flowing gas. Partnering with Clean Energy ensures uninterrupted, high-value RNG throughout the contract term.
- **Commodity Management.** Clean Energy is a long-standing registered Core Transport Agent (CTA) for the California Public Utilities Commission (PUC), delivering natural gas to core accounts across SoCalGas, SDG&E, and PG&E territory for over 10 years. We are also one of the largest CTAs, transporting over 8 million therms of natural gas to Southern California customers each month. We provide all commodity management services in-house, and our experienced team is in frequent and regular communication with the utility to balance customer pools, provide supply, and monitor pipeline conditions so customers don't have to worry about the reliability of physical gas supply.

Should you have any questions during the proposal evaluation period, please contact Alphonse Anderson, Senior Account Manager, at Alphonse.Anderson@cleanenergyfuels.com or (949) 266-1475. Alphonse works at our headquarters, located at 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660.

We appreciate the opportunity to continue as a key partner in your transit fueling services.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chad Lindholm', with a stylized, flowing script.

Chad Lindholm
Senior Vice President

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Qualifications, Related Experience, and References

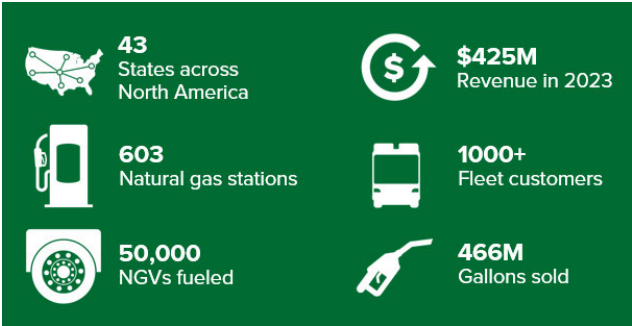
Clean Energy Profile

Clean Energy provides CNG, RNG, LNG, LCNG, hydrogen, renewable electricity, and energy management solutions across North America. We are headquartered in Newport Beach, California and have regional offices in Colorado, Texas, New Hampshire, British Columbia and Ontario, Canada.

We were established on October 28, 1996, and have been a publicly traded corporation since 2007 (Nasdaq: CLNE).

In June 2018, we received a significant equity investment from Total Energies, one of the largest energy companies in the world. We serve fleet operators in a variety of markets, including transit, municipal/government, heavy-duty trucking, airports, refuse, industrial and institutional energy users.

Our 530 employees are based in North America to provide services including fueling station operation and maintenance, station design and construction, facility modification, and supply of renewable fuel to our customers.



Transit Experience

Since our inception in 1996, we have designed and constructed more than 700 natural gas fueling stations throughout North America.

We fuel over 9,000 transit vehicles with approximately 90 million gallons of RNG and CNG annually. Our customers include Foothill Transit, LA Metro, New York MTA, Long Beach Transit, City of Simi Valley, Gold Coast Transit, Santa Monica Big Blue Bus, Dallas Area Rapid Transit, Valley Metro, New Jersey Transit, Jacksonville Transportation Authority, NICE Bus (Nassau County, New York) and Washington Metro Area Transportation Authority. We currently operate 80 natural gas fueling stations for transit agencies nationwide.

We have performed new and upgraded station design-build services, and have ongoing operation and maintenance service contracts, for many of our 80 transit customer sites. Additionally, Clean Energy is trusted by transit and fleet customers to provide station operation and maintenance services at 144 Southern California locations.



Financial Strength and Staff Capability

As of December 31, 2023, our current assets are \$470 million, including \$265 million of cash and cash equivalents. For additional information, please refer to our latest financial statements here: <https://investors.cleanenergyfuels.com/sec-filings/sec-filing/10-k/0001558370-24-002174>. For 2023, our balance sheet is referenced on page 56. The income statement is referenced on page 57. The statement of cash flows is referenced on page 60. Finally, the notes to the financial statements begin on page 61.

References

Our references can be provided upon request.



Personnel and Project Organization

Our primary project team assigned to the contracts are stated below. They are either based at our headquarters or are field-based and local. We will self-perform the specialized CNG maintenance and RNG services described herein. Please see Appendix A for our resumes.

CNG Station Maintenance Services

The following key personnel are assigned to the maintenance service contract.

- **Chris Gate**, Operations Director
- **Jose Armas**, Operations Supervisor
- **Ed Acepcion**, Master Technician
- **Dana Hufstetler**, Service Technician 2

RNG Supply Services

The following key personnel are assigned to the RNG contract.

- **Sean Wine**, Vice President, Renewables Distribution
- **Paul Franza**, Director of Operations Finance
- **Hailin Koo**, Renewables Portfolio Manager
- **William Han**, Vice President Commodities

Overall Contract Management

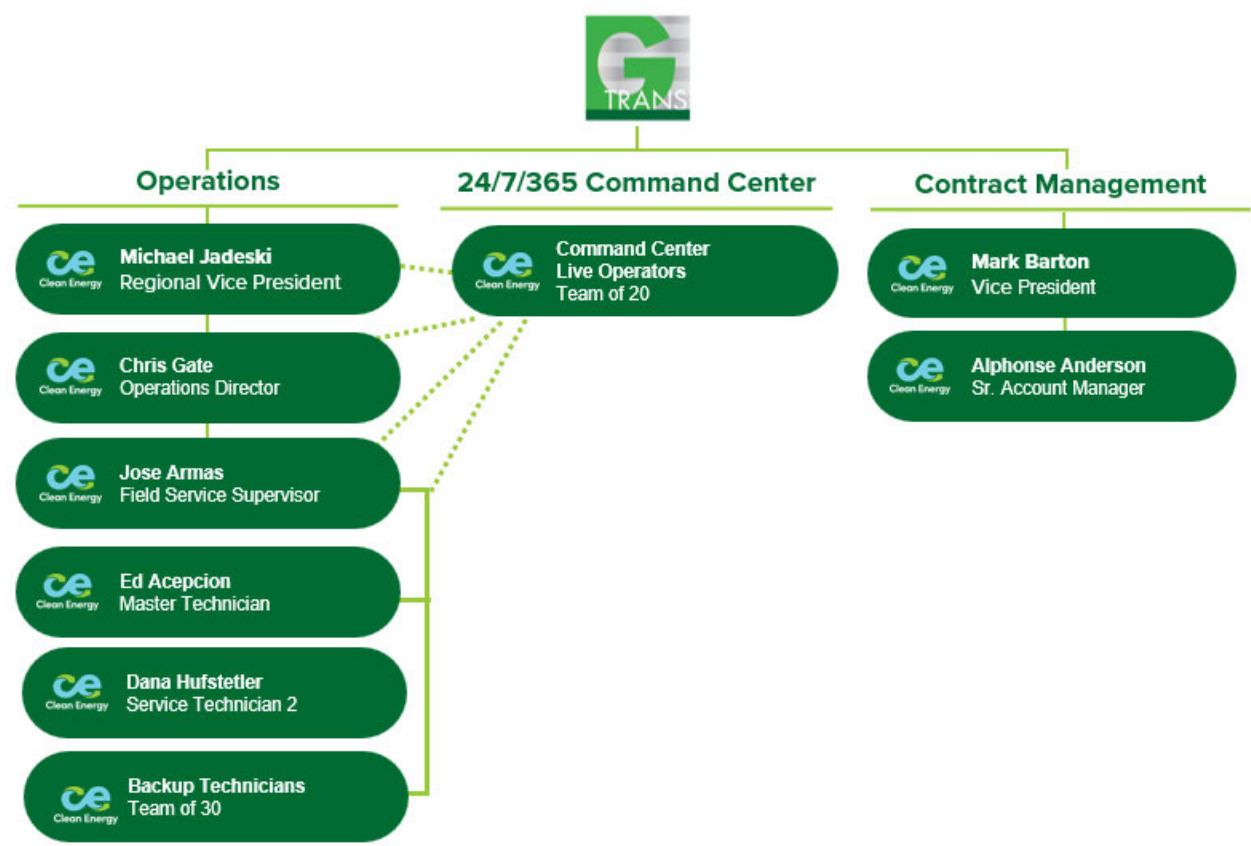
Clean Energy's contract management team will oversee contract administration including contract negotiations, business terms, regular status meetings during execution of the contract with your team, and more.

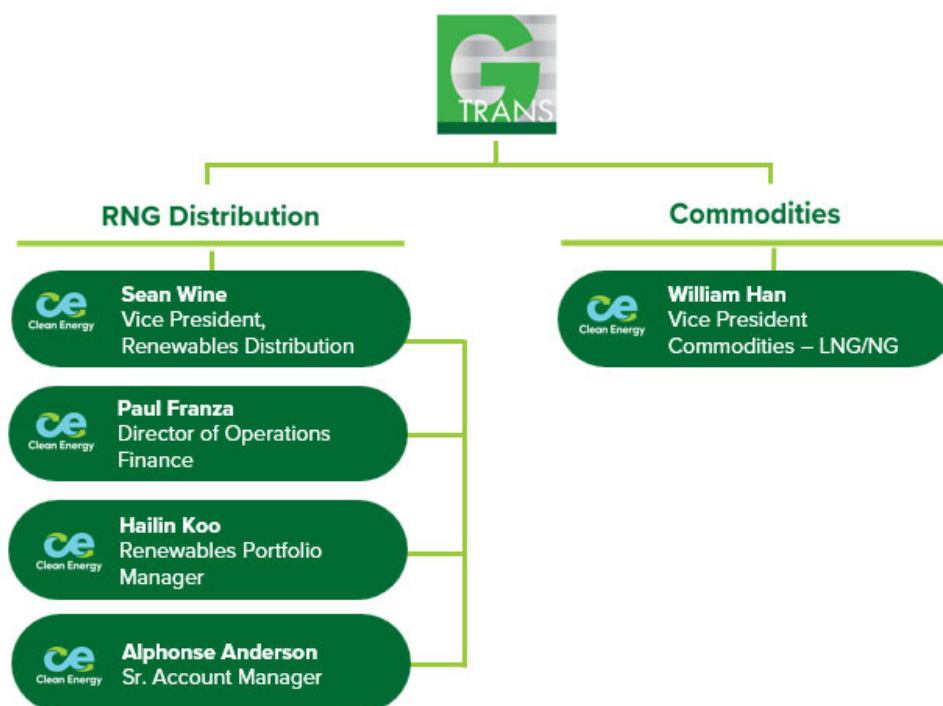
- **Alphonse Anderson**, Contract Manager
- **Mark Barton**, Vice President

Project Organizational Charts

The project teams for the maintenance and RNG contracts, respectively, are shown below in our organizational charts.







Subcontractors

Clean Energy will perform the specialized CNG maintenance services. We have identified subcontractors that are long-time subcontractors for Clean Energy who perform non-specialized CNG services only on an as-needed basis. Both subcontractors would likely perform less than 20 hours of work per year on this contract.

ICA Inc. will provide as needed specialized mechanical services such as pressure vessel welding or laser alignment. We have worked with ICA Inc. on numerous contracts where they've provided specialized mechanical services such as pressure welding and laser alignment.

Dr. Detail Services, certified DBE, will provide station equipment pressure washing for the City's new contract. We have worked with Dr. Detail on numerous contracts for 12 years where they've provided steam cleaning of the CNG compressor compounds and the dispensers, as well as re-painting equipment as needed to prevent corrosion and maintain a tidy appearance.

CNG Station Maintenance: Work Plan

Project Kickoff

Clean Energy is familiar with your CNG fuel station as your design-build contractor. If awarded, we would recommend organizing an in-person meeting at your facility, including your operations and facilities team and our operations team, to discuss practical details such as check-in procedure, the typical schedule, and more.

Weekly Inspections

Our technicians will be onsite weekly to perform routine inspections on your compressors, dryer, dispensers, and other equipment according to OEM recommendations and best practices from our experience. The purpose is to identify potential future issues, excessive wear, or deviations from normal trends for the equipment's expected performance. Please see Appendix B for our sample maintenance plan.

Preventative Maintenance

The required major PM intervals for the Ariel (ANGI) compressors are at 4000, 8000, 16000, 20000, 24000, 28000 and 32000 run hours. In between those hours there are additional minor PMs. Clean Energy has all required tasks for each PM fully documented in equipment manuals and periodic update bulletins from the OEM. All of this information is loaded into our Field Service computerized maintenance system. This is one of many tools used by our planners to ensure we effectively plan for and execute PM work at all sites we maintain.

Quality Control / Budget and Schedule Control

Service Quality Monitoring Program

The quality of our operation and maintenance service is ensured by the depth of experience of our technicians, and by our clear processes for detailed documentation of services performed. Any time work is performed at your sites our technicians note what has been done in our Field Service software using their tablets. Our work orders go through two levels of review to ensure accuracy and the appropriateness of work performed. Our supervisors, managers, and directors make regular quality inspections of our worksites to ensure equipment performs to the proper standards our customers



expect. Any quality issues discovered are immediately resolved and require next-level approval when complete. The entire service team also focuses on consistent communications (prior, during, and post-work) as well as regular meetings with customers to ensure expectations are met or exceeded.

Schedule Control

Clean Energy manages scheduling by assigning service technicians to perform regular maintenance at fuel stations. At all hours of the day and night, Clean Energy technicians are working. Critical after-hour service does not require Clean Energy to dispatch an on-call employee from their home as we have technicians assigned to work all three shifts 24/7/365.

Schedules for preventative maintenance are managed by our operations team at our Newport Beach headquarters. They ensure that correct parts are in stock and properly trained technicians are available to perform PM tasks at OEM recommended intervals.

Budget Control

Our proposed prices are based on experience from maintaining many CNG stations across the nation for many years. We know what it takes to maintain a high quality staff of technicians, support personnel and spare parts inventory, as well as all the ancillary systems and technologies to make it all work effectively together. Additionally, our strong financial position and our stable and long-term local presence ensures GTrans will receive effective maintenance service for the life of the contract.

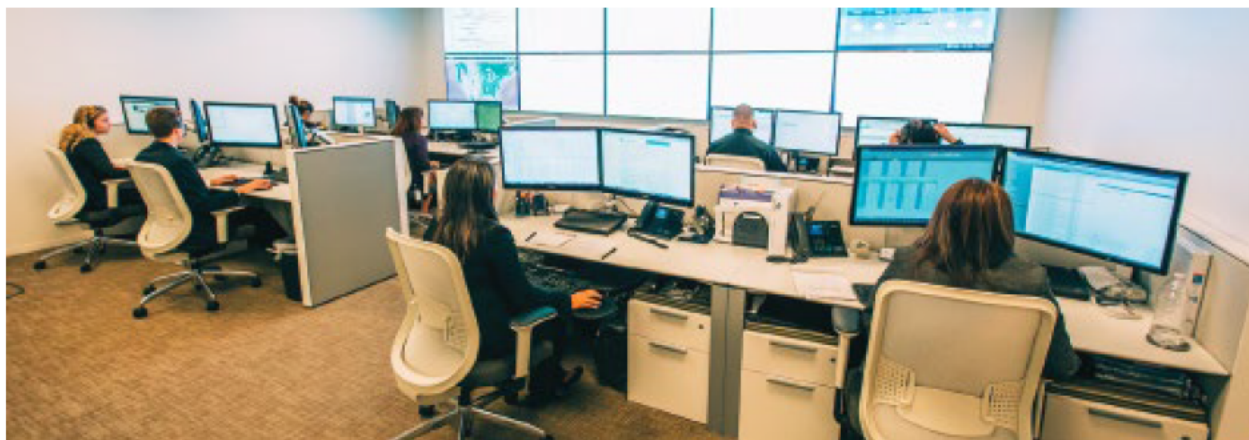
Compliance to Contract Requirements and Technical Specifications

Clean Energy employs a simple operation and maintenance philosophy, which is to protect customer fueling. We prioritize the reliability and safety of your CNG fueling equipment to ensure your buses will make rollout each day. We do this by focusing on preventative and corrective maintenance, and by investing in our people, training, processes, and technology. The following sections describe in greater detail how we accomplish this, and the positive results including world-class station reliability and performance.



Callout Response Procedure

We understand the best way to ensure station reliability is with a proactive and regularly scheduled maintenance plan. However, with heavy machinery and equipment operating at high horsepower, pressures, and temperatures, as well as hundreds of moving parts that are subject to vibration plus the station electronics, unscheduled maintenance will inevitably happen. Clean Energy is fully prepared for any contingency because of our local staff, training, and internal processes.



Clean Energy's Command Center. Live 24/7/365 operators respond to customer calls. This team is responsible for communicating with customers, dispatching technicians, and documenting the resolution steps taken for each call.

Any of the following will trigger a Clean Energy response to an issue at your CNG station:

- Fault detected by our 24/7/365 live station remote monitoring software, monitored by our 24/7 Command Center
- An email message sent to our 24/7/365 Command Center and field staff from our local PLC hardware, triggered by a station alert or fault
- Our 24/7/365 Command Center receiving an alert or fault from our server-based SCADA system
- Your staff reporting a station performance or safety issue by calling our 24/7/365 Command Center at (866) 278-3674 or sending an email to customerservice@cleanenergyfuels.com or notifying our onsite technician.

The scenarios outlined above trigger the following response:

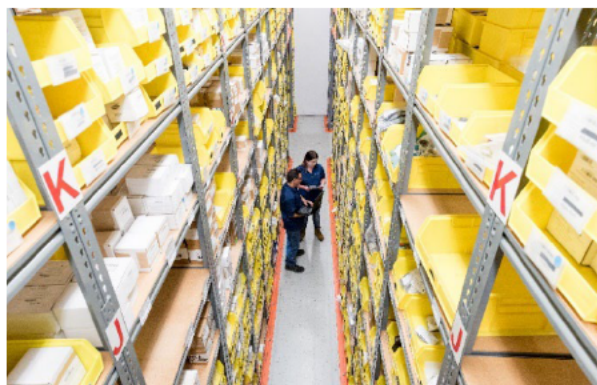


- Clean Energy Command Center staff will review the fault or situation and try to rectify the problem remotely. If they are unable to resolve the issue, a technician or supervisor is notified and dispatched.
- A Clean Energy technician will respond using our best commercial efforts to complete repairs. At all hours of the day and night, local Clean Energy technicians are working. Critical after-hour service does not require Clean Energy to dispatch an on-call employee from their home as we have technicians assigned to work all three shifts.
- Clean Energy has Field Operations Supervisors on duty 24/7/365 to support our technicians and assist as needed, for example when a situation is escalated to their level.

Once an issue is corrected, your staff will be given a debrief, including the corrective measures taken to address the problem. In addition, Clean Energy documents service activities using our Field Service software. GTrans will receive access to our online web portal, where you will have access to monthly reports that document all service activities at your station. A sample of one of these reports – our Customer Site Report – is provided in Appendix C.

Spare Parts Plan

We procure the parts we determine are long lead items or critical to station operation. Additionally, we have over \$12 million of spare parts in our current inventory. Our scheduled and emergency repair parts strategy consists of stocking critical parts and consumables in our service vehicles and in our warehouses. Our national warehouse is in Carson, CA. Our Command Center operators can view our inventory of spare parts (including those on our technician's vehicles) to determine if technicians have the correct parts for each job or if they are available at one of our warehouses.



Carson Parts Warehouse. When a technician uses a spare part from your station, our warehouse inventory system automatically generates a parts replenishment order.

Maintenance Program Tools

Clean Energy uses the following tools to support our work plan. Many of these tools are unique to Clean Energy and differentiate our service from that of our competitors.



Command Center. Our Command Center, located in Newport Beach, CA is staffed by 20 Clean Energy employees for 24/7/365 coverage to monitor real time station status and respond to any station alert or fault that occur.

Once a fault is detected, our Command Center staff will immediately evaluate the situation and determine the appropriate response.

Remote SCADA. Our Command Center has access to screens that show the real time status of your stations. The screens are customized to match the equipment and automation hardware installed at your locations. We can remotely reset faults from the SCADA screens when appropriate.

Historian. Clean Energy uses technology to collect and record data that we use to make station adjustments and improvements, analyze station performance, and assist in diagnosing station faults. This product records critical station data including pressures, temperatures, valve status, and many other conditions.

The data collected is used to make improvements in station software, optimize set points, and help diagnose station issues. The long-term goal is to use this data to minimize station outages by predicting future component failures and correcting them before they fail.

Field Service Software. We use Microsoft Field Service software to manage assets and maintenance services. This software is used to manage tasks such as:

- Scheduled inspections and proactive maintenance
- Workforce task scheduling
- Document and organize all maintenance activities including scheduled and corrective maintenance activities
- Track status of OEM recommended maintenance plans for all tracked assets

These electronic tools give our employees accurate, real-time maintenance records for every Clean Energy-maintained station.

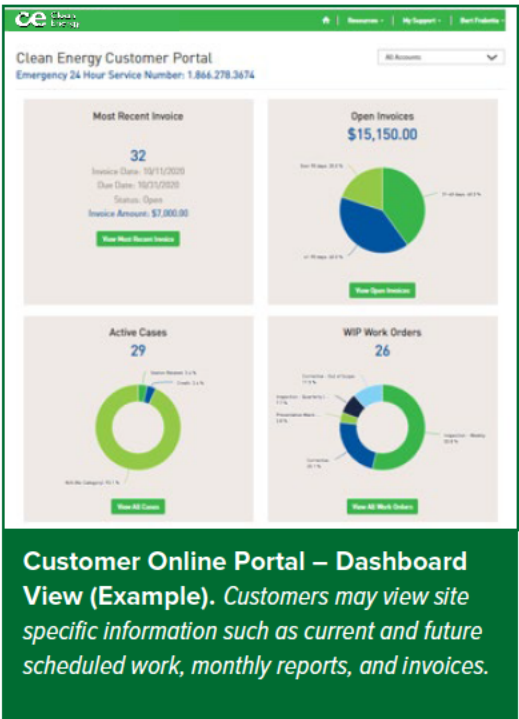
Reporting Plan

The basis of our reporting plan is our cloud-based Field Service and Historian software, which will capture all relevant information about your station. GTrans will have access to reports as described below.

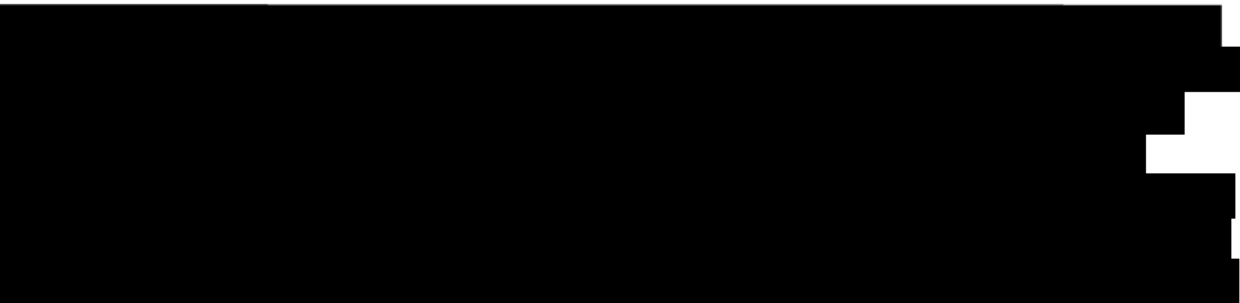


Customer Online Portal Access. We have a secure, online customer portal which allows customers to view and download monthly reports, invoices, and monitor work that is currently scheduled and has been completed at their station. An image of the main dashboard of this online portal is shown on right.

Customer Site Reports. Clean Energy provides monthly Customer Site Reports to all our service customers. Customer feedback indicates that these reports provide great value, because they provide a clear history of service activities and issue corrections at their respective CNG stations. The reports detail work order numbers, dates and parts that have been installed, and who (which technician) performed the work. They also categorize activities as inspections, preventative maintenance, and correctives. This level of transparency and detail is not provided by most CNG service contractors. GTrans will receive Customer Site Reports for your site as an integral part of our comprehensive maintenance program.



Internal Training Plan (Confidential)



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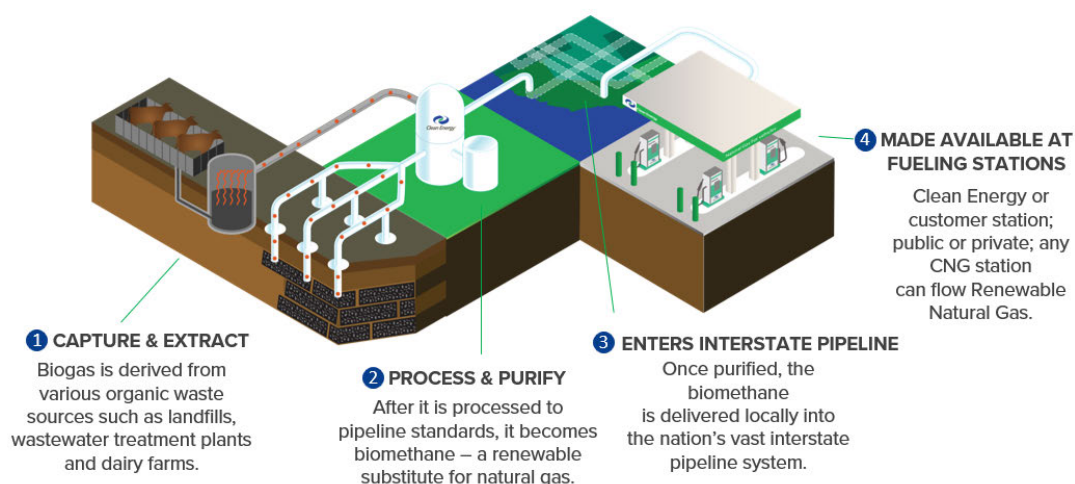
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RNG Overview

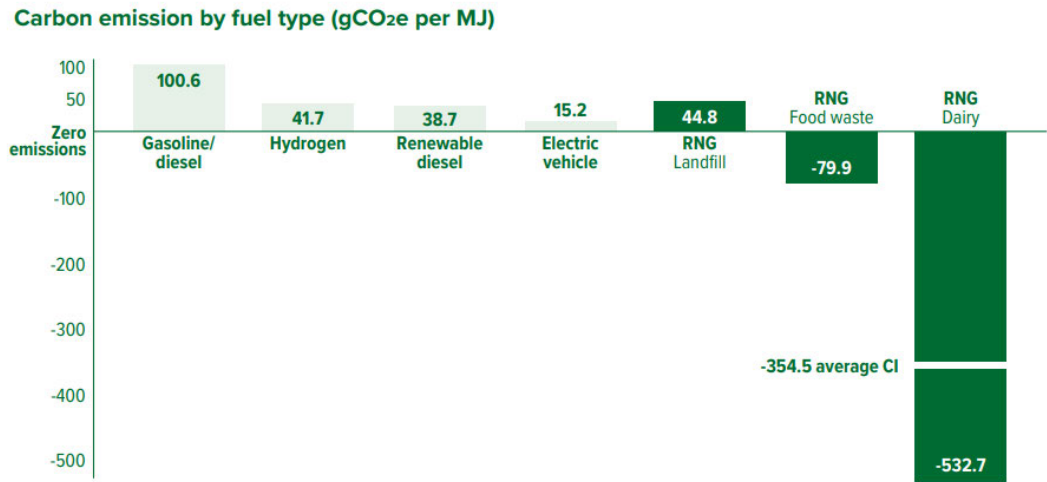
What is RNG?

Renewable Natural Gas (RNG) is biogas that has been upgraded for end-use applications including fueling natural gas vehicles. Unlike conventional natural gas, RNG is not a fossil fuel and does not involve drilling. It is derived from the breakdown of organic matter at sources including municipal solid waste landfills, digesters at wastewater treatment plants, livestock farms, food production facilities and organic waste management operations. See the following diagram for an overview of the source-to-end use process.



RNG Value

RNG provides great environmental benefits in comparison to other vehicle fuels. It drastically reduces carbon emissions - by an average of 300% - compared with diesel. For this reason, the US Environmental Protection Agency (EPA) and California Air Resources Board (CARB) have incentivized the development of upstream RNG production facilities and downstream (vehicle fuel) RNG use through programs including the Renewable Fuel Standard (RFS) and Low Carbon Fuel Standard (LCFS).



Source: California Air Resources Board, Q4 2020 LCFS data, and certified pathways as of November 8, 2021.

When qualifying RNG fuel is dispensed to a vehicle, it generates two types of environmental credits in California: RINs through the EPA RFS program, and LCFS credits through the CARB program. A fixed amount of RINs or LCFS credits are generated per gallon of RNG dispensed, according to detailed rules that all RNG providers must comply with. Once these RINs and LCFS credits are generated, they can be monetized (sold) to other regulated parties such as oil refineries, who must offset the greenhouse gas emissions they produce. This has resulted in a market-based system where the dollar value of RINs and LCFS credits fluctuate daily. For example, see the following chart, which shows the market value of these credits varying tremendously over a prior 2.5 year period; RINs ranged from \$1 to \$3.50 and LCFS credits ranged from less than \$100 to more than \$200.



Please note that most of the monetary value of these credits stays with the upstream producers of RNG through contractual commitments that pay for the significant costs of developing and operating RNG production facilities. Please also note the values in this chart are per environmental credit, and not per gallon of RNG dispensed.

Clean Energy Makes RNG Easy

Clean Energy makes RNG easy for our customers. We understand the entire RNG value chain from experience. We have in-house experts who manage the entire process of flowing this renewable fuel into the natural gas pipeline network and then to our customers’ vehicles. We handle all associated administrative and regulatory reporting requirements in a dedicated division of our company called Clean Energy Renewable Fuels (CERF). Our customers simply reap the environmental and financial benefits of RNG. Here is a summary workflow of providing RNG to our customers in California.



Our Value-Add Approach

Below is a summary of why Clean Energy is unique and the leading supplier of RNG to end-user customers like GTrans.

- **RNG Experience.** Clean Energy was the first to establish a D3 RIN generating landfill project under the US EPA, so we understand the complexities of navigating the Renewable Fuel Standard (RFS) and California Low Carbon Fuel Standard (LCFS). We employ dedicated staff focused on project investment and development, gas marketing, operations, regulatory adherence, compliance management, and customer service. This in-house team will ensure GTrans meets all compliance obligations.
- **Extensive RNG Supply.** Clean Energy has one of the largest RNG supply portfolios available, with over 100 active and in-development projects at dairy farms, wastewater treatment facilities, and landfills nationwide, including 58 projects in CA. We have strategic partnerships with TotalEnergies and bp that allow us to quickly develop and scale our pipeline of projects. Clean Energy has a large network of public fueling stations in California but prioritizes our customers' private stations when it comes to supply.
- **Portfolio Approach vs. Back-to-Back Approach.** Unlike most RNG suppliers and marketers, we do not back-to-back a supply source to a customer's station. Instead, we bring a portfolio of RNG to each of our customers, which ensures a reliable supply through a diverse mix of projects, and a guaranteed financial settlement. Others in the market use "unit contingent" contracts which eliminate their obligation to deliver RNG and pay the station customer if the RNG source is not flowing gas. Partnering with Clean Energy ensures uninterrupted, high-value RNG throughout the contract term.
- **Commodity Management.** Clean Energy is a long-standing registered Core Transport Agent (CTA) for the California Public Utilities Commission (PUC), delivering natural gas to core accounts across SoCalGas, SDG&E, and PG&E territory for over 10 years. We are also one of the largest CTAs, transporting over 8 million therms of natural gas to Southern California customers each month. We provide all commodity management services in-house, and our experienced team is in frequent and regular communication with the utility to balance customer pools, provide supply, and monitor pipeline conditions. We can act as an Energy Service Provider (ESP) so customers don't have to worry about the reliability of physical gas supply and can potentially receive better value.



RNG Supply and Credit Management: Work Plan

Contract Implementation

Clean Energy is one of the largest providers of RNG for vehicles in the country and work with a variety of customers who operate bus and heavy-duty vehicle fleets in all sectors. We have standardized processes to make your move to RNG as easy as possible.

Our standard schedule for implementation of an RNG supply agreement and credit management service is 30-60 days. Below outlines the typical plan we follow to start this service.

- **Weeks 1-2:** Execute a Base Contract for the Sale and Purchase of Natural Gas (NAESB, example provided upon request), RNG transaction confirmation, and fossil natural gas transaction confirmation between GTrans and Clean Energy. Clean Energy will update all relevant pathways and registrations with the respective verification and compliance provider for RNG delivery to the delivery point, which is GTrans' CNG fuel station. LCFS reporting on behalf of GTrans will be designated to Clean Energy in the contract, and you will not need to report under the LCFS Reporting Tool.
- **Week 3-4:** Clean Energy's biogas operations team will collect utility statements from GTrans, update all relevant fuel pathway registrations with EPA and CARB, and assume fuel reporting responsibility.
- **Week 5-6:** GTrans will begin receiving RNG on the first of the month upon successful registration. This process is contingent upon producers processing applications with the EPA.

Once RNG is flowing to your station there will be an initial lag in the first RIN and LCFS credit payments. Afterward, RIN payments will be made monthly and LCFS payments quarterly, in line with reporting and processing requirements from CARB and the EPA. This depends on which contract option is selected, as described in greater detail below.

Delivering RNG into the Pipeline System

GTrans will not have to make any changes to how you are currently receiving physical natural gas from the SoCalGas pipeline, nor will there be any technical change to the fuel dispensed into your bus fuel tanks. RNG is pooled upstream at the producer level, injected into the existing natural gas infrastructure, and allocated to the your station as a dispensing point. Clean Energy will supply RNG at the price point offered in this



proposal for the full quantity your bus fleet uses, as determined by the SoCalGas invoice with meter reading for your site.

Optional: ESP Process

If GTrans chooses during the term of our contract, Clean Energy can serve as your Energy Service Provider (ESP) by entering into a pooling contract that requires monthly balancing of your monthly natural gas consumption. Clean Energy would communicate with GTrans to accurately nominate monthly gas use, monitor natural gas usage as accurately as possible, and communicate any material usage discrepancies. Using the month-end utility bills and readings from SoCalGas, Clean Energy would check the monthly natural gas consumption and forecast future usage.

Optional: Billing Services for Natural Gas Commodity

As part of the ESP service, billing would be performed monthly, with GTrans receiving two separate bills. Clean Energy would invoice GTrans for the natural gas delivered to the meter during the delivery month, and SoCalGas would invoice you for the applicable transmission and utility charges associated with the delivery of that gas. Clean Energy proposes to bill for the monthly gas consumption, based upon monthly meter reads and nominated volumes, by the middle of each following month.

Portfolio Approach to Delivering RNG Supply

To date, Clean Energy has secured over 100 low-carbon RNG supply projects (third party offtake and investment projects) to meet the demand from our customers and station network. The size of this RNG portfolio allows us to mitigate any risk of supply interruption, which is particularly important to municipal providers of critical community services.



Cost Proposal and Scope of Work Summary

This proposal includes two options for GTrans consideration. Option A is maintenance of your CNG fueling station equipment. Option B is RNG supply and environmental credit management and monetization. Please see below for details.

Option A: O&M Maintenance (CONFIDENTIAL)

Included with this scope:

- Proactive maintenance and inspections. Monitoring of CNG station systems including critical flow, temperature, pressure, vibrations, leaks, and alarms. This includes remote monitoring, weekly on-site inspections and changing of compressor oil and filters.
- Preventative maintenance. Specific maintenance performed in conformance with manufacturer's recommendations, industry best practices, and Authority Having Jurisdiction (AHJ). See the sample preventative maintenance schedule included in Appendix B for reference.
- Emergency maintenance and repair callouts. Unplanned service resulting from a system shutdown or failure causing the CNG station to not be fully operational shall be provided with expected 2 hour response time when commercially possible.
- Standard monthly reporting of inspections, maintenance activity and equipment status according to the format shown in Appendix C

Excluded from this scope:

- Oil for compressors. GTrans to provide oil for filling of compressor reservoirs and GTrans to dispose of used oil.
- Additional permit fees for annual operation of the fuel station. For example, a South Coast Air Quality Management District permit for a station backup generator

Term:

- One year, with option to extend by mutual agreement. Clean Energy will hold the price for up to five years if the contract includes four years of optional extensions.

Price:

- **\$12,917 per month fixed fee, to be invoiced monthly**



Option B: RNG Supply and Credit Management (CONFIDENTIAL)

Clean Energy will supply RNG based on actual consumption at your station using the utility gas meter as the official meter of record. We propose a fixed percentage share of the RIN and LCFS credits as defined below:

- 10% RIN share
- 60% incremental green LCFS share based on a Carbon Intensity (CI) of 48g CO2e/MJ for financial settlement purposes

The estimated annual value of the RNG that would be paid to GTrans is shown in the proforma table below.

Estimated RNG Proforma (CONFIDENTIAL)

[Redacted]

[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

[Redacted]

[Redacted]

RNG Payment Schedule

Clean Energy will settle all LCFS and RIN payments based on the volume weighted average price realized for LCFS and RIN transactions. For example, all August RINs generated realize the same volume weighted average price, and all Q1 LCFS credits generated realize the same volume weighted average price.

RIN payments are made monthly after we have received payment from buyers of the RINs. For example, RNG supplied and dispensed in August generates RINs in September, with payment to GTrans approximately 60 days later.

LCFS payments are made quarterly after we have received payment from buyers of the LCFS credits. For example, Q1 RNG delivered and dispensed would be reported to the agency by the end of Q2 with LCFS credits generated and sold at the beginning of Q3.



Appendix A - Resumes

Chris Gate

Operations Director

Relevant Experience

35+ Years

Education

University of Phoenix

- MBA, 2003

California State University, Fullerton

- B.A. Business Management, 1998

Texas A&M University

- Termite Biology

Purdue University

- Entomology Science

Licensing/ Certifications/ Training

- Six Sigma Greenbelt
- ISO 9001:2000 Implementer/Top Management
- State of California – Dept. of Consumer Affairs Field Representative



Professional Profile

Chris is responsible for overseeing all day-to-day operations and maintenance for Clean Energy's CNG/LCNG/LNG/hydrogen stations & facilities in Southern California. Chris directs and supervises the local service technicians responsible for all preventative, scheduled and unscheduled maintenance and repair services. In addition, Chris provides existing station data to assist R&D with compressor reliability and throughput improvements and administers service fulfillment through the Clean Energy Field Service network.

Chris has over 35 years in the consumer services industry, leading teams of up to 300 front-line technicians, trainers, and installers.

Professional Experience

Operations Director

Clean Energy, 2013 - Present

General Manager

CTG Consulting, 2009-2013

Executive Group Leader

Target Logistics, 2010-2012

Region Operations Manager

Orkin Pest Control, 2006-2009

Region General Manager

Sears Home Services, 1998-2006

Relevant Project Experience

LACMTA

Facility type: Private, fast-fill CNG fueling stations for transit buses

Scope of work: Design, build, and/or operate and maintenance of stations at all divisions

Foothill Transit | Irwindale & Pomona, CA

Facility type: Private, fast-fill CNG fueling stations for transit buses

Scope of work: Design, build, upgrade and operate and maintenance of stations

Los Angeles County Sanitation District

Facility type: Public fast-fill CNG station

Scope of work: Design, build, operate, maintain, marketing, retail

City of Ontario

Facility type: Public/private fast-fill/time-fill CNG station

Scope of work: Providing repair & maintenance service to a medium-sized waste hauling and administrative fleet operation

Jose Armas

Field Operations Supervisor

LNG/CNG Experience

24 Years

Licensing/ Certifications/ Training

- OSHA-30 Hour
- HAZCOM GHS Training
- Ariel Compressor Training School
- IMW Training
- Pneumatic Products Training School
- Dispenser Training: Wayne Industries, Kraus, Gilbarco
- Allen Bradley, Horner and
- Siemens PLC Training



Professional Profile

Jose responsible for overseeing technical staff who are performing all preventative, scheduled, and non-scheduled maintenance and repair services at Clean Energy's LNG and CNG fueling stations in Southern California. Jose will provide first-hand knowledge of each customer's LNG, and CNG equipment system, and will ensure successful operations and daily roll-out.

Jose supports Clean Energy's in-house training program by providing on-the-job training for junior technicians which ensures that our customers always have access to a team of highly skilled maintenance technicians.

Prior to Clean Energy, Jose held positions at Linde North America and Cryostar USA. With over 25 years' experience he worked on cryogenic liquids and gases to support the manufacturing, alternative fuels, and pharmaceutical industries throughout the US, Canada and Mexico. At Linde for 15 years, Mr. Armas served as an Application Technician and was responsible for the install of, customer training, and repair support of cryogenic equipment. At Cryostar for 10 years, Jose, as a Project Manager, oversaw LNG, Hydrogen, and Liquid Oxygen station builds and oversaw equipment manufacturing Quality Assurance and Quality Control. Jose was responsible for ensuring that the production team of 12 and design team of four produced quality and specification compliant equipment.

Professional Experience

Field Operations Supervisor
Clean Energy, 2015 – Present

Senior LNG Project Manager
Cryostar, 1998 – 2015

Relevant Project Experience

Foothill Transit H2 | Pomona, CA

Facility type: Private fast-fill Hydrogen fueling station for transit buses
Scope of work: Operate and maintenance of station

LACMTA Divisions 1,2,3,5,7,8,9, 10,13,15 and 18

Primary interface between MTA and Clean Energy staff. Work with MTA Technicians and Supervisor to ensure sites meet daily roll out.
Scope of work: Operate and maintain stations

Ed Acepcion

Master Technician

CNG Experience

14 Years

Licensing/ Certifications/ Training

- Bachelor of Engineering, Feati University
- Ariel Compressor Training School
- ANGI Basic Compressors Training
- IMW Compressor Training
- GE Compressor Training
- Gilbarco dispensers
- PSB Dryers Training
- Clean Energy Technician Training 101
- PRV Basics
- OSHA 10 Hour
- Injury and Illness Prevention Program (IIPP)
- Heat Stress Training
- Hazardous Energy Control Program



Professional Profile

Ed is responsible for performing preventative, scheduled, and non-scheduled maintenance and repair services at Clean Energy's and customer-owned CNG, Hydrogen, and LNG fueling stations in LA/OC area.

In addition to his maintenance duties, Ed provides basic CNG equipment and safety training for first-time CNG users, as well as maintenance training for customer's maintenance staff.

Prior to Clean Energy, Ed acquired over 19 years of mechanical experience at Panasonic and Saudi Aramco.

Professional Experience

Master Technician

Clean Energy, 2010 – Present

Maintenance Engineer

Saudi Aramco, 1979 – 1984

Lead Tech

Panasonic, 1990 – 2005

Relevant Project Experience

LACMTA | 2010 - 2022

Facility type: 11 CNG stations

Scope of work: Station Maintenance

Republic Services | 2023 - Present

Facility type: CNG station

Scope of work: Station Maintenance

LA County Sanitation | 2023 – Present

Facility type: CNG station

Scope of work: Station Maintenance

Dana Hufstetler

Service Technician 2

CNG Experience

7 Years

Licensing/ Certifications/ Training

- Ariel Compressor Training School
- IMW Compressor Training
- GE Compressor Training
- PSB Dryers Training
- Clean Energy Technician Training 101
- PRV Basics
- OSHA 10 Hour
- Injury and Illness Prevention Program (IIPP)
- Heat Stress Training
- Hazardous Energy Control Program



Professional Profile

Dana is responsible for performing preventative, scheduled, and non-scheduled maintenance and repair services at Clean Energy's and customer-owned CNG, Hydrogen, and LNG fueling stations in LA/OC area.

In addition to her maintenance duties, Dana provides basic CNG equipment and safety training for first-time CNG users, as well as maintenance training for customer's maintenance staff.

Prior to Clean Energy, Dana acquired 6 years of mechanical experience in the automotive industry and 7 years in the CNG industry.

Professional Experience

Service Technician 2
Clean Energy, 2019 – Present

Mechanic
Hertz, 2013 – 2017

Service Technician 1
Trillium, 2017 – 2019

Mechanic
Pep Boys, 2011 – 2013

Relevant Project Experience

LACMTA | 2019 - Present
Facility type: 6 CNG stations
Scope of work: Station Maintenance

Food Express | 2019 - Present
Facility type: CNG station
Scope of work: Station Maintenance

City of Torrance Transit | 2019 – Present
Facility type: CNG station
Scope of work: Station Maintenance

Sean Wine

Vice President, Renewables
Distribution

Relevant Experience

15 Years

Education

University of California, Santa
Barbara

- B.A. Political Science

Professional Associations

- Renewable Natural Gas
Coalition Member: 2018 –
Present
- Advisory Board Member,
Renewable Natural Gas
Coalition: 2020 – Present
- Director, American Biogas
Council, 2021 – Present



Professional Profile

Sean serves as Clean Energy's Vice President, Renewables Distribution. In this role, Sean manages the renewables distribution division which is responsible for all sales, operations, compliance, and sustainability reporting related to Clean Energy's RNG product. Since joining Clean Energy in 2006, Sean has successfully developed a multitude of natural gas fueling implementation programs across all company markets, along with deploying some of the very first RNG to transportation fuel in the US. Sean is focused on expanding the company's negative-carbon intensity RNG product offering, while also managing the regulatory risks associated with the Low Carbon Fuel Standard. Sean is recognized as an RNG industry expert, working closely with various stakeholders across the entire RNG supply chain, while advocating on behalf of the company for additional Clean Fuel Programs throughout North America. Sean graduated from the University of California, Santa Barbara with a B.A. in Political Science.

Professional Experience

**Vice President,
Renewables Distribution**
Clean Energy, 2021 - Present

**Regional Manager, Solid Waste
(Western Region)**
Clean Energy, 2013 - 2018

Account Manager
Clean Energy, 2006 - 2009

**Director, Strategic Development
& Operations**
Clean Energy, 2018 - 2020

Business Development Manager
Clean Energy, 2009 - 2013

Paul Franza

Director of Operations Finance

Relevant Experience

15 Years

Education

- University of California, Irvine
- MBA, 2008
Cal Poly State University, San Luis Obispo
 - BS, Economics and Financial Management, 2002

Professional Profile

Paul is the Director of Operations Finance overseeing all operational and financial functions related to the Renewables Downstream department, including establishing strategic direction for supply/demand in the market, portfolio optimization and risk mitigation, financial planning, reporting and analysis, and coordination with internal and external partners.

Paul has worked at Clean Energy since 2019 performing finance roles in both the traditional natural gas and RNG business divisions. Paul's 15+ years of experience in finance, accounting, and operations includes financial analysis, forecasting, budgeting, strategic modeling, reporting, period-end close, and cash management.

Professional Experience

Director of Operations Finance Clean Energy, 2023 - Present	Manager, Corporate Reporting & Analysis CKE Restaurants, 2013 - 2015
Director of Finance, RNG Investment Clean Energy, 2022 - 2023	Manager, Financial Planning & Analysis CKE Restaurants, 2010 - 2013
Finance Consultant (through Beacon Resources) Clean Energy, 2019 - 2021	Senior Financial Analyst CKE Restaurants, 2008 - 2010
Director, Corporate Reporting & Analysis CKE Restaurants, 2015 - 2019	Credit Analyst GE Commercial Distribution Finance, 2004 - 2008



Hailin Koo

Renewables Portfolio Manager

Relevant Experience

17 Years

Education

USC Marshall School of Business

- MBA, Business Administration 2013 UC Irvine
- BS, Information and Computer Science, 2005



Professional Profile

Hailin oversees RNG supply/demand portfolio allocation and optimization including RIN/LCFS credit generation, supplier coordination, and demand renewals. Hailin works closely with senior leaders to drive RNG growth, prepares business reviews, and manages financial planning, reporting, and analysis. Hailin has over 17 years of finance experience including over seven years in corporate finance for Clean Energy. Hailin has an MBA from USC Marshall School of Business and a BS in Information and Computer Science.

Prior to joining the Clean Energy Renewables Division, Hailin supported Clean Energy's corporate finance department starting as a senior financial analyst and grew her experience to serving as a Finance Manager in FP&A. Prior to Clean Energy, Hailin developed her finance analytical skills in the investment banking and real estate industries.

Professional Experience

- Renewables Portfolio Manager**
Clean Energy, 2023 - Present
- Finance Manager, FP&A**
Clean Energy, 2021 - 2023
- Supervisor, FP&A**
Clean Energy, 2020 - 2021
- Senior Financial Analyst, FP&A**
Clean Energy, 2016 - 2020

- Financial Analyst, FP&A**
Kofax, 2012 - 2015
- Financial Analyst, Corporate Finance**
First American Financial Corporation, 2008 - 2012
- Analyst, Investment Banking – Municipal Securities Division**
Citi, 2005 - 2008

William serves as Clean Energy's Vice President, Commodities. In this role, William manages the physical procurement and management of natural gas and electricity, asset optimization functions, and financial strategies as it relates to energy management. Since joining Clean Energy in 2020, William has successfully built an in-house natural gas desk, implemented hedging programs for Clean Energy and Clean Energy's customers, and expanded participation in the California Carbon Allowances space. William is focused on expanding Clean Energy's proficiencies in management of RNG production assets, providing low-cost reliable natural gas to customers, and engaging customers in providing solutions related to energy risk. William graduated from the University of Maryland, College Park with double degree in Mathematics and Economics where he served in the ROTC program and subsequent 8 years as a US Army officer.

Asset Optimization/Risk Analyst
Constellation Energy 2007 – 2009



Alphonse Anderson

Sr. Account Manager

Relevant Experience

15+ Years

Education

Michigan State University

- B.S. Mechanical Engineering, 2004

University of Michigan

- M.S. Mechanical Engineering, 2008

Areas of Expertise

- Transit
- Natural Gas
- Renewable Natural Gas
- Energy Production
- Municipal and Government Relations
- Project Management
- Account Management
- Business Development



Professional Profile

Alphonse is responsible for ensuring transit customers in the Western US and Canada who use our fueling stations or services receive exceptional operational and sales support. His job includes educating new potential customers on the wide range of benefits of natural gas as a transportation fuel. He is responsible for customers in California, Nevada, Oregon, Arizona, Washington, Utah, British Columbia and Alberta.

Alphonse has 15+ years of professional experience with project management, engineering, sales and account management in the automotive, energy, policy, oil & gas, industrial products, and natural gas and biofuels sectors. He is excited to apply this experience to providing customers the best solutions for their needs at Clean Energy.

Professional Experience

Sr. Account Manager

Clean Energy, 2020 – Present

Energy Analyst

Congressional Research Service, 2010 – 2011

Product Manager, Engineered Piping Systems

GF Piping Systems Americas, 2016 – 2020

Research Associate

University of Michigan Center for Sustainable Systems, 2008 – 2010

Sales & Business Development

Huisman Equipment B.V., 2012– 2016

Robotics Engineer (contract)

General Motors, 2005– 2007

Relevant Project Experience

Long Beach Transit | 2020 to Present

Facility type: Transit CNG Station
Scope of work: Station Maintenance

City of Santa Clarita | 2020 – Present

Facility type: CNG station
Scope of work: Maintenance service

City of Tempe | 2020 – Present

Facility type: LCNG fueling station
Scope of work: Maintenance service

LACMTA | 2020 – Present

Facility type: Private, fast-fill CNG fueling stations for transit buses
Scope of work: Maintenance service

Mark Barton

Vice President

Relevant Experience

28 Years

Education

- Westminster College, Salt Lake City, UT, MBA
- Brigham Young University, Provo, UT, BS Computer Science

Areas of Expertise

- Transit
- Municipal
- Airport
- Station Automation and Analytics
- Process Improvement



Professional Profile

Mark will provide sales and account management leadership on Omnitrans' contract. Mark will also use his experience with station analytics to monitor station performance and recommend changes in station configuration and usage to drive station reliability and efficiency.

Mark is a highly-accomplished and results-oriented executive in the natural gas industry with extensive experience in CNG station automation, capital project management, contract negotiations, public transportation and construction project management, industrial equipment automation, and property leasing. Mark's additional competencies include: budgeting, safety, financial statement analysis, staff development, and coaching. He uses strong leadership and organizational skills to manage multimillion-dollar projects and investments.

Professional Experience

Vice President

Clean Energy, 2016-Present

At Clean Energy, Mark leads company efforts to improve data-driven decision making, expand our product offering, and improve the quality and efficiency of internal processes.

Vice President

Trillium CNG, 2012-2016

He managed engineering, permitting, and construction of CNG stations across the United States, with total annual budget of \$75 million. As part of the senior leadership team, Mark was responsible for producing the strategic plan, operating plan, and reporting progress back to the Board of Directors.

President

Trillium USA, 2005-2012

Mark was responsible for company's overall financial performance and growth reporting to the board of directors. He functioned as the primary contact to the company's largest customers.

Vice President

Trillium USA, 1996-2005

He oversaw all operational areas, including supply chain, engineering, construction, IT, and station maintenance. He provided technical support for sales and marketing. He also participated in contract negotiations with all new customers, including large, public clients and was responsible for development of a standardized product offering.

Appendix B - Sample Maintenance Plan

We will perform weekly, monthly, and annual inspections, preventative maintenance, and corrective repairs as necessary on your CNG fuel station equipment. The following page shows the preventative maintenance schedule for your compressors. Please note the content of this schedule changes occasionally when Ariel releases updated maintenance bulletins that amend the recommendations.

[illegible]



Weekly

Monthly

Semi-Annual

Annual

400 hour (plus Weekly)

2,000 hour (plus Weekly & 400 Hours)

4,000 Hours (plus Weekly/400 & 2,000 Hours)

8,000 Hour (plus Weekly/400/2,000 & 4,000 Hours)

16,000 Hour (plus Weekly/400/2,000/4,000 & 8,000 Hours)

3 Years

32,000 Hours (plus Weekly/400/2,000/4,000/8,000 & 16,000 Hours)

SAMPLE INSPECTION & PREVENTATIVE MAINTENANCE SCHEDULE

High discharge gas temperature shutdowns are to be set within 10% or as close as practical above the normal operating discharge temperatures, but not to exceed the "Maximum Discharge Temperature Shutdown Setting" for the service in which the compressor is operating.	✓										
High and low pressure shutdowns are to be set as close as practical. Consideration should be given to the rod load capacity of the machine.	✓										
Check lubricator box oil level.	✓										
Check for unusual noises or vibrations	✓										
Check and confirm safety shutdown functions					✓						
Drain and replace lubricator box oil						✓					
Change oil filter or when oil filter differential pressure exceeds the filter change value. See filter information plate on the top cover or Ariel Technical Manual, Lube section for value.						✓					
Change oil. A more frequent oil change interval may be required if operating in an extremely dirty environment or if the oil supplier recommends it or if an oil analysis dictates.						✓					
Clean sintered element in the small oil filter supplied on the force feed lubrication system or every time main oil filter is changed						✓					
Clean strainer when oil is changed						✓					
Open frame when oil is changed and visually inspect for foreign material (disassembly is not recommended unless a reason is found)						✓					



Weekly

Monthly

Semi-Annual

Annual

400 hour (plus Weekly)

2,000 hour (plus Weekly & 400 Hours)

4,000 Hours (plus Weekly/400 & 2,000 Hours)

8,000 Hour (plus Weekly/400/2,000 & 4,000 Hours)

16,000 Hour (plus Weekly/400/2,000/4,000 & 8,000 Hours)

3 Years

32,000 Hours (plus Weekly/400/2,000/4,000/8,000 & 16,000 Hours)

SAMPLE INSPECTION & PREVENTATIVE MAINTENANCE SCHEDULE

Check cylinders for the proper lubrication rates. Reference Ariel Technical manual, lube section for a practical indication using the paper test method.

Check crosshead guide clearance with feelers and if outside the limits listed in the Ariel Technical Manual, Clearances Table, replace the affected parts

Inspect valves for broken plates and loose center bolts, replace broken parts and tighten center bolts. Reference Ariel Technical Manual, Fastener Torque Tightening Values Or Toolbox Torque Chart, ER-63.

Inspect cylinder bores for damage or wear. If the cylinder bore surface is blemished or gouged, efficiency can be affected and/or rapid ring wear can result, or is more than 0.001 inch per inch of cylinder bore diameter (0.001 mm/mm) out of round or tapered, the cylinder body should be replaced or the bore restored. Contact Ariel for re-boring and bore restoration guidelines.

Inspect piston ring end gap. Replace rings that are outside the maximum limit listed in the Ariel Technical Manual, Clearance Tables.

Re-tighten hold down stud-nuts to proper torque values. Inspect for frame twist or bending to be sure the main bearing bores are in alignment. Check frame top cover mounting surface flatness tolerance and/or soft foot (reference Ariel document ER-82 or Technical Manual Section 2). For soft foot check, more than 0.002 inch (0.05 mm) pull down requires re-shimming.

[illegible]

[illegible]



Weekly

Monthly

Semi-Annual

Annual

400 hour (plus Weekly)

2,000 hour (plus Weekly & 400 Hours)

4,000 Hours (plus Weekly/400 & 2,000 Hours)

8,000 Hour (plus Weekly/400/2,000 & 4,000 Hours)

16,000 Hour (plus Weekly/400/2,000/4,000 & 8,000 Hours)

3 Years

32,000 Hours (plus Weekly/400/2,000/4,000/8,000 & 16,000 Hours)

SAMPLE INSPECTION & PREVENTATIVE MAINTENANCE SCHEDULE

Compressor Motor Starter Panel

Visually inspect electrical connections for over heating		✓									
Check contactor connections are tight				✓							
Thermographic inspection of electrical components with Inferred camera looking for over heating and component breakdown				✓							
Power quality electrical analyses - power quality, phase imbalance, impedance - Dranetz analysis				✓							

Methane Detection System

Test and verify proper function of methane detection systems and alarms		✓									
Calibrate all gas detectors				✓							

Communication/Control Panel

Visually inspect components		✓									
Clean inside of cabinet and keep free of dust and dirt		✓									

Buffer / Matrix Panels

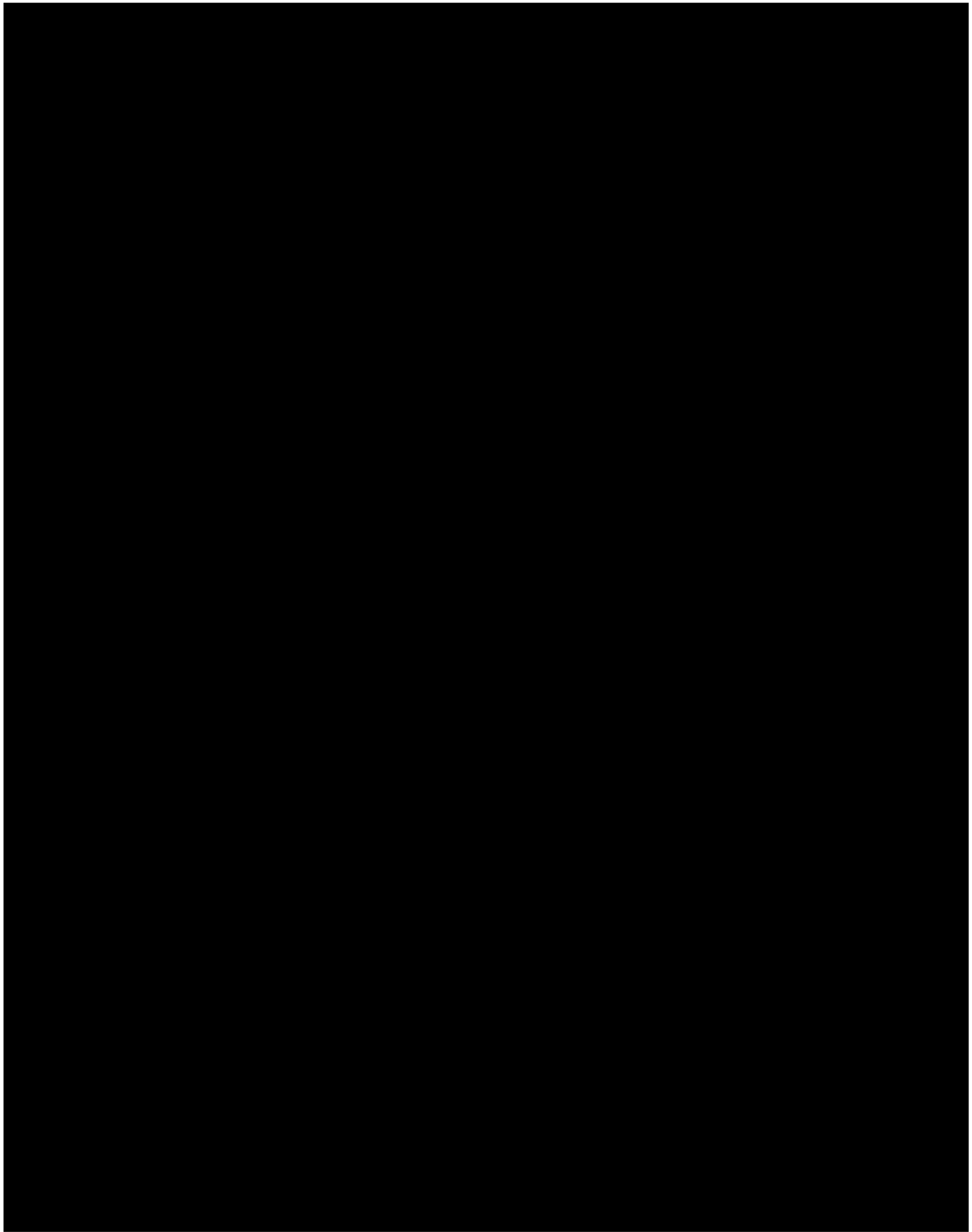
Inspect for gas leaks		✓									
Visually inspect valves for proper operation		✓									
Clean all dust and dirt for inside and on top of valves		✓									

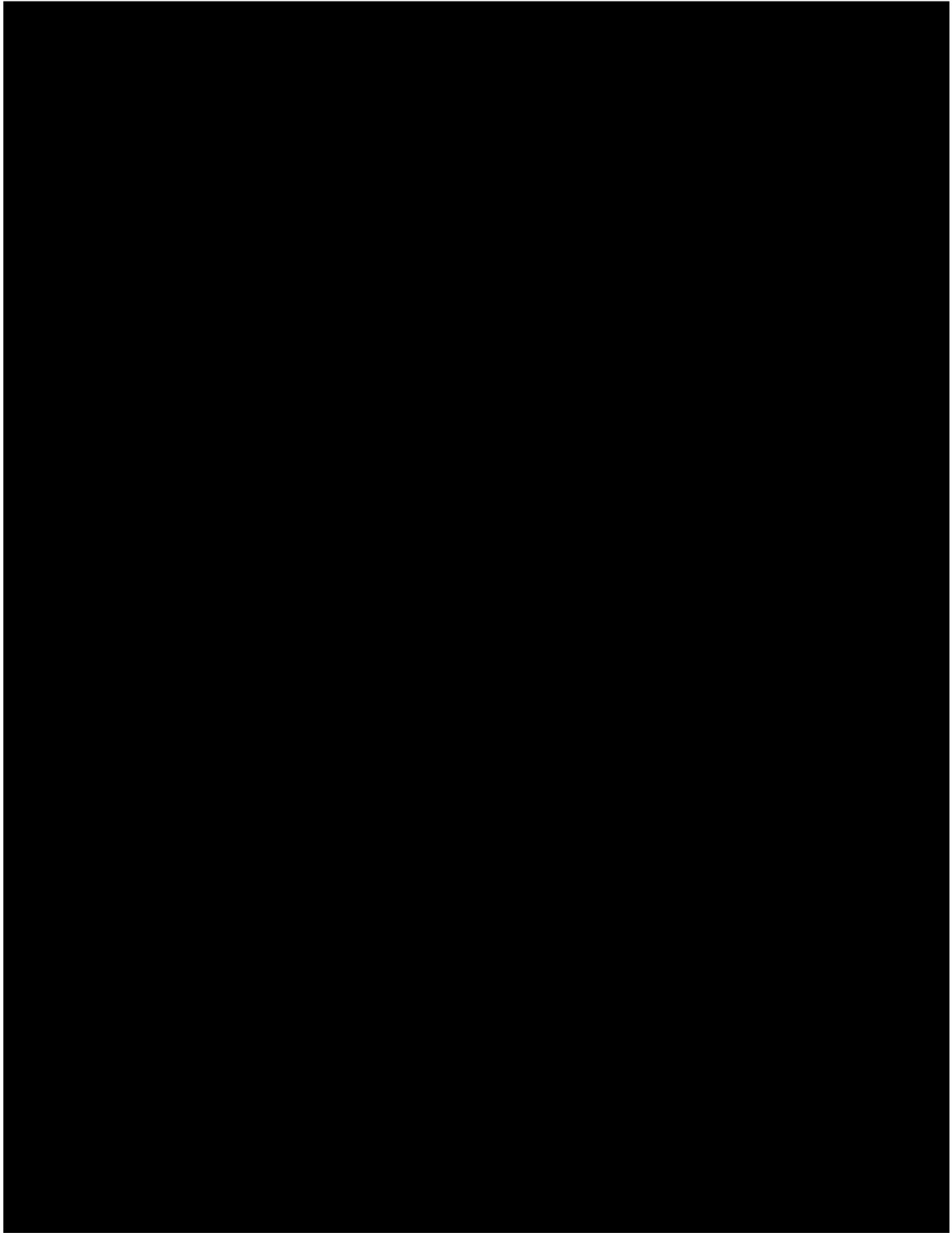
Dispensers

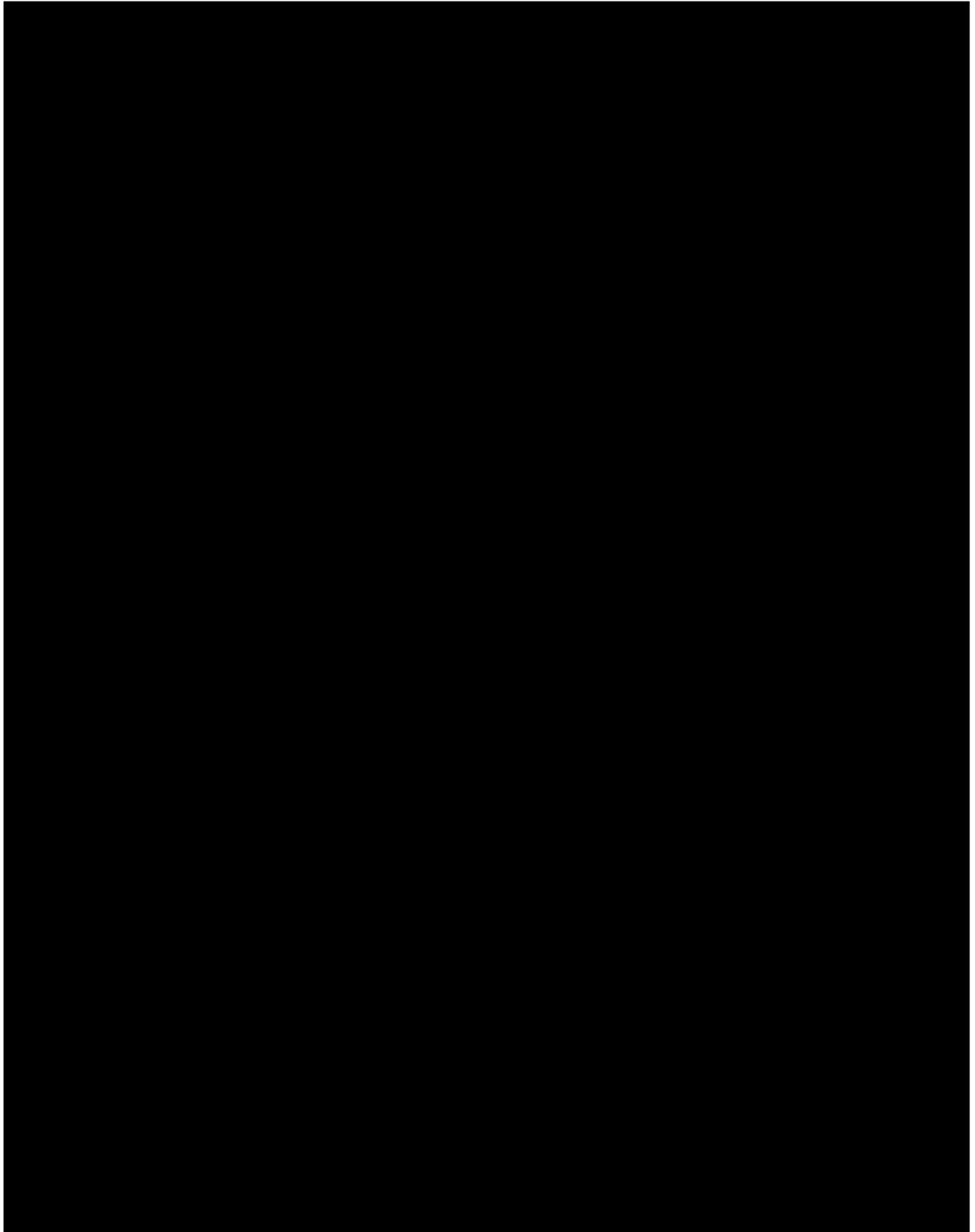
Clean and inspect dispensers, nozzles, posts and hoses	✓										
Clean and lubricate breakaway couplings as necessary	✓										
Drain dispenser filters	✓										
Inspect dispenser coalescing filters			✓								

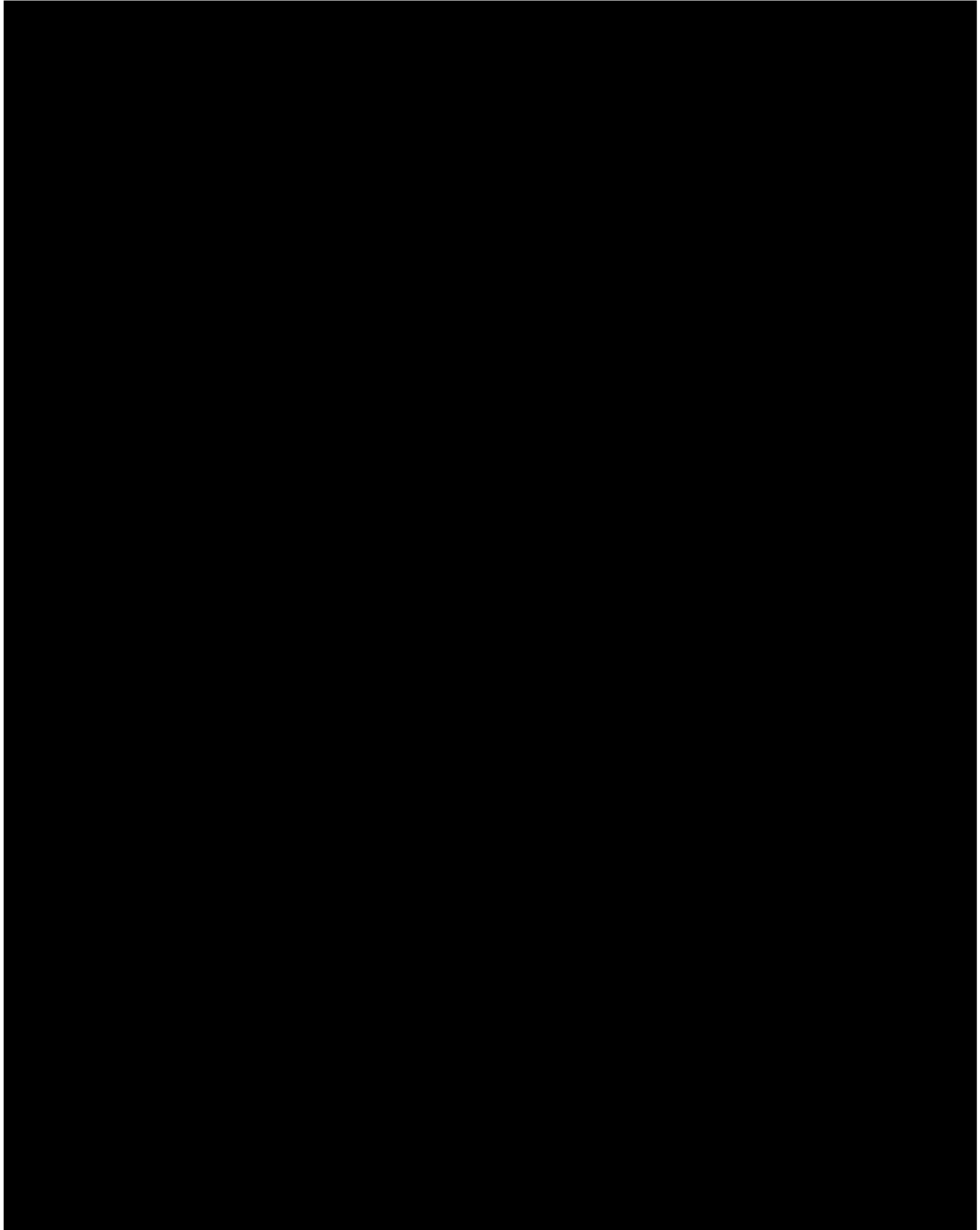
Appendix C - Sample Customer Site Report (Confidential)

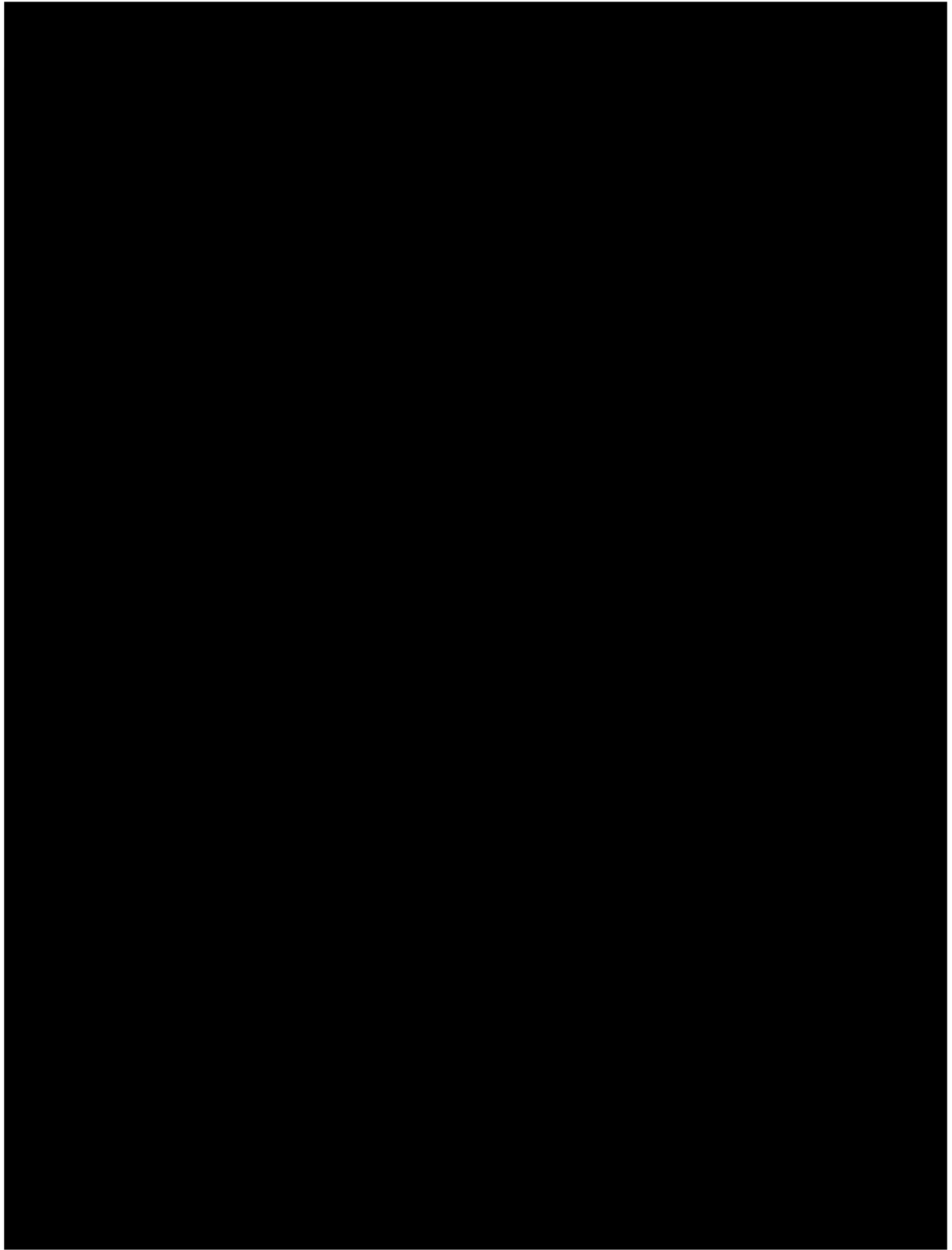














City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 18.B
Section: DEPARTMENTAL
ITEMS - TRANSPORTATION
Meeting Date: August 13, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Approve Contract with Clean Energy for the Purchase of Renewable Natural Gas (RNG) and Credit Management Services

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve Contract

RECOMMENDATION AND STAFF SUMMARY:

GTrans has recently completed construction of its Compressed Natural Gas (CNG) fueling station and is now able to fuel and maintain its 39 CNG buses onsite. As part of its effort to utilize renewable energy and eliminate greenhouse gas emissions, GTrans' plan included sourcing Renewable Natural Gas (RNG) for use at its new fueling station and receive eligible federal and State of California credits for using green energy.

Renewable Natural Gas (RNG) is a biogas that has been recycled and upgraded to a quality similar to fossil natural gas and can be used for end-use applications, including fueling natural gas vehicles. Unlike conventional natural gases, RNG is not a fossil fuel and does not involve drilling. Instead, it is derived from the breakdown of organic matter from solid waste landfills, livestock farms, food production facilities, and organic waste management operations. Biogas is captured and extracted from these sources, processed and purified to standards to become biomethane, and then entered into pipelines to be delivered locally to fueling stations. Using RNG as a fuel source will help GTrans maintain its commitment to sustainability, reducing carbon emissions, and improving the environment for our community.

As RNG provides environmental benefits, the U.S. Environmental Protection Agency (EPA) and California Air Resources Board (CARB) have incentivized the development of RNG production facilities and the use of RNG itself, through programs such as the Renewable Fuel Standard (RFS) and Low Carbon Fuel Standard (LCFS), respectively. When GTrans uses qualifying RNG fuel to power its vehicles, GTrans will generate credits from both programs (RIN credits and LCFS credits), which then can be monetized (sold) to obligated parties, such as oil refineries, who must purchase credits to offset the greenhouse gas emissions they produce. These credits are sold in a market-based system where credit values fluctuate daily. The process to obtain credits requires comprehensive reporting, multiple contractual agreements, hiring brokers or credit clearance markets, and detailed record keeping for verifications and audits. This RNG credit management work requires constant observation and

in-depth knowledge of the market, and GTrans needs a qualified firm who can provide this service on its behalf.

GTrans wishes to hire Clean Energy to provide both RNG commodity supply and associated credit management services. Since its inception in 1996, Clean Energy fueled over 9,000 transit vehicles with approximately 90 million gallons of RNG and CNG annually, and their California customers include LA Metro, Foothill Transit, Long Beach Transit, Santa Monica Big Blue Bus, and Gold Coast Transit. They have one of the largest RNG supply portfolios available, with over 100 active and in-development projects at dairy farms, wastewater treatment facilities, and landfills nationwide, which will ensure that GTrans will always have an uninterrupted source of RNG commodity and a guaranteed financial settlement. Also, Clean Energy has a dedicated division that handles all associated administrative and regulatory requirements of RNG process and credits, and they will handle all compliance obligations on GTrans' behalf.

Clean Energy's proposal is for a two-year base contract with three, one-year options. The RNG commodity will be provided by Clean Energy, but GTrans will receive the physical RNG delivery through the SoCalGas pipeline and will pay SoCalGas directly for the RNG quantity used as part of its utility bill. In terms of the RNG credit management services, Clean Energy will handle all RIN/LCFS credit sales on GTrans' behalf. Clean Energy will take a share of the revenue generated from the credit sales. The remaining revenue of 10% RIN and 60% LCFS will be paid to GTrans on a monthly (for RIN) and quarterly (for LCFS) basis. Estimation of each payment is subject to market conditions and actual fueling volumes, but GTrans will be earning revenue as we continue to use RNG and earn credits.

Therefore, it is recommended that Council authorize contracts with Clean Energy for RNG commodity supply to be delivered to GTrans through SoCalGas pipeline, as well as for RIN and LCFS credit management services that will bring another source of revenue to GTrans to support its operations.

FINANCIAL IMPACT/COST:

GTrans has allocated funding for the RNG commodity supply in the FY25 and FY26 operating budgets. Subsequent years will be included in future budgets for Council consideration. The revenue generated through the credit management service is not included in the budget due to the market volatility. There is no impact to the General Fund.

ATTACHMENTS:

[RNG Overview from Clean Energy Proposal.pdf](#)

[Clean Energy Proposal - GTrans CNG Station Maintenance and RNG_Redacted.pdf](#)

[City of Gardena - NAESB with Special Provision.pdf](#)

[City of Gardena - RNG TC.pdf](#)

[City of Gardena - Fossil TC.pdf](#)

APPROVED:

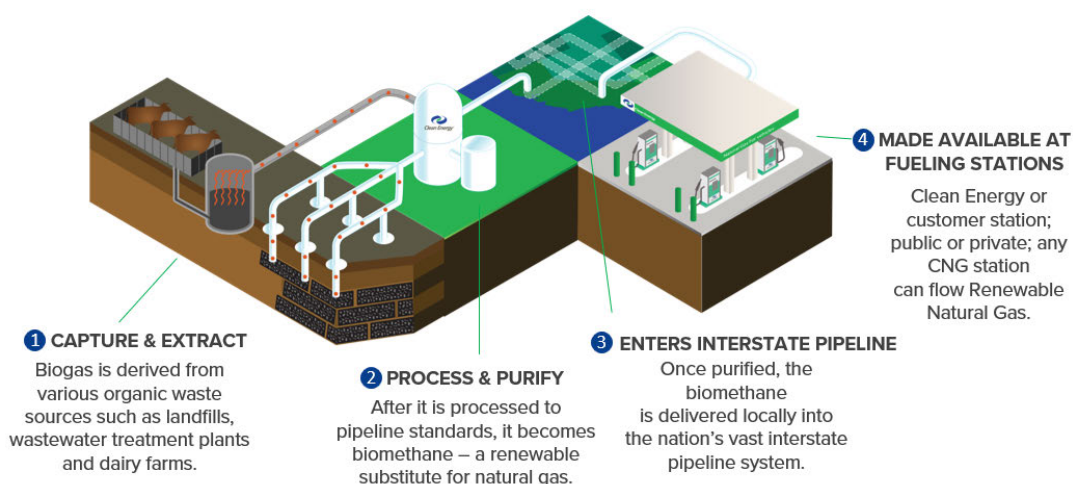
A handwritten signature in blue ink, appearing to read "Clint Osorio", is centered within a light gray rectangular box.

Clint Osorio, City Manager

RNG Overview

What is RNG?

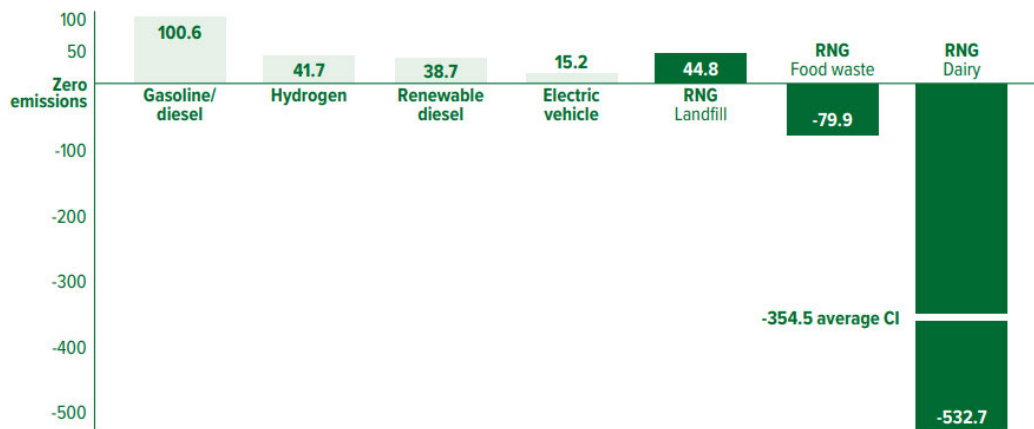
Renewable Natural Gas (RNG) is biogas that has been upgraded for end-use applications including fueling natural gas vehicles. Unlike conventional natural gas, RNG is not a fossil fuel and does not involve drilling. It is derived from the breakdown of organic matter at sources including municipal solid waste landfills, digesters at wastewater treatment plants, livestock farms, food production facilities and organic waste management operations. See the following diagram for an overview of the source-to-end use process.



RNG Value

RNG provides great environmental benefits in comparison to other vehicle fuels. It drastically reduces carbon emissions - by an average of 300% - compared with diesel. For this reason, the US Environmental Protection Agency (EPA) and California Air Resources Board (CARB) have incentivized the development of upstream RNG production facilities and downstream (vehicle fuel) RNG use through programs including the Renewable Fuel Standard (RFS) and Low Carbon Fuel Standard (LCFS).

Carbon emission by fuel type (gCO₂e per MJ)



Source: California Air Resources Board, Q4 2020 LCFS data, and certified pathways as of November 8, 2021.

When qualifying RNG fuel is dispensed to a vehicle, it generates two types of environmental credits in California: RINs through the EPA RFS program, and LCFS credits through the CARB program. A fixed amount of RINs or LCFS credits are generated per gallon of RNG dispensed, according to detailed rules that all RNG providers must comply with. Once these RINs and LCFS credits are generated, they can be monetized (sold) to other regulated parties such as oil refineries, who must offset the greenhouse gas emissions they produce. This has resulted in a market-based system where the dollar value of RINs and LCFS credits fluctuate daily. For example, see the following chart, which shows the market value of these credits varying tremendously over a prior 2.5 year period; RINs ranged from \$1 to \$3.50 and LCFS credits ranged from less than \$100 to more than \$200.



Please note that most of the monetary value of these credits stays with the upstream producers of RNG through contractual commitments that pay for the significant costs of developing and operating RNG production facilities. Please also note the values in this chart are per environmental credit, and not per gallon of RNG dispensed.

Clean Energy Makes RNG Easy

Clean Energy makes RNG easy for our customers. We understand the entire RNG value chain from experience. We have in-house experts who manage the entire process of flowing this renewable fuel into the natural gas pipeline network and then to our customers' vehicles. We handle all associated administrative and regulatory reporting requirements in a dedicated division of our company called Clean Energy Renewable Fuels (CERF). Our customers simply reap the environmental and financial benefits of RNG. Here is a summary workflow of providing RNG to our customers in California.





City of Gardena

Alphonse Anderson
Senior Account Manager
949.266.1475
Alphonse.Anderson@cleanenergyfuels.com

July 5, 2024

Proposal for CNG Fueling Station Maintenance and RNG

July 5, 2024

Ms. Rachel Yoo
Transit Administrative Supervisor
City of Gardena
13999 S. Western Ave
Gardena CA 90249

Re: CNG Fueling Station Maintenance and RNG

Dear Ms. Yoo,

Clean Energy has provided reliable CNG fuel station maintenance service to many transit agencies, locally and nationally, for more than 26 years. We are also the leading provider of RNG in North America. We are uniquely positioned to offer both of these services to the City of Garden transit division (GTrans) as you embark on owning a private CNG fuel station for your bus fleet.

This proposal contains two contract options for O&M maintenance and RNG supply and credit management.

The following is a summary of the advantages Clean Energy provides, specific to the scope of this proposal:

Maintenance Service

- **Local, Trained Staff.** Clean Energy's local technicians are fully trained and experienced with maintaining ANGI compressors and equipment just like yours. Our closest technician is approximately 30 minutes driving distance from your site. As a backup, we have a large team of over 40 technicians in the LA/OC area. Our technicians complete rigorous CNG training courses at our training facility and are certified to work on a variety of CNG compressors and equipment.
- **Around The Clock Support.** Clean Energy's technicians work scheduled day and night shifts, so any time your station has an issue, we respond quickly. Our headquarters in Newport Beach houses our Command Center, which is staffed 24/7/365 and actively monitors the status of your station. When possible, minor alarms can be reset remotely, and when needed, technicians are dispatched to your station.
- **Parts Access.** Our customers and technicians have access to a large inventory of parts in our main warehouse in Carson, CA, which enables us to provide parts to your site quickly to avoid station downtime. We also maintain thousands of inventory items at three other regional parts warehouses located across the

country. For speed of service, our technicians keep an inventory of common spare parts directly in their vehicles.

RNG Supply and ESP Services

- **RNG Experience.** Clean Energy was the first to establish a D3 RIN generating landfill project under the US EPA, so we understand the complexities of navigating the Renewable Fuel Standard (RFS) and California Low Carbon Fuel Standard (LCFS). We employ dedicated staff focused on project investment and development, gas marketing, operations, regulatory adherence, compliance management, and customer service. This in-house team will ensure GTrans meets all compliance obligations.
- **Extensive RNG Supply.** Clean Energy has one of the largest RNG supply portfolios available, with over 100 active and in-development projects at dairy farms, wastewater treatment facilities, and landfills nationwide, including 58 projects in CA. We have strategic partnerships with TotalEnergies and bp that allow us to quickly develop and scale our pipeline of projects. Clean Energy has a large network of public fueling stations in California but prioritizes our customers' private stations when it comes to supply.
- **Portfolio Approach vs. Back-to-Back Approach.** Unlike most RNG suppliers and marketers, we do not back-to-back a supply source to a customer's station. Instead, we bring a portfolio of RNG to each of our customers, which ensures a reliable supply through a diverse mix of projects, and a guaranteed financial settlement. Others in the market use "unit contingent" contracts which eliminate their obligation to deliver RNG and pay the station customer if the RNG source is not flowing gas. Partnering with Clean Energy ensures uninterrupted, high-value RNG throughout the contract term.
- **Commodity Management.** Clean Energy is a long-standing registered Core Transport Agent (CTA) for the California Public Utilities Commission (PUC), delivering natural gas to core accounts across SoCalGas, SDG&E, and PG&E territory for over 10 years. We are also one of the largest CTAs, transporting over 8 million therms of natural gas to Southern California customers each month. We provide all commodity management services in-house, and our experienced team is in frequent and regular communication with the utility to balance customer pools, provide supply, and monitor pipeline conditions so customers don't have to worry about the reliability of physical gas supply.

Should you have any questions during the proposal evaluation period, please contact Alphonse Anderson, Senior Account Manager, at Alphonse.Anderson@cleanenergyfuels.com or (949) 266-1475. Alphonse works at our headquarters, located at 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660.

We appreciate the opportunity to continue as a key partner in your transit fueling services.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chad Lindholm', with a long horizontal stroke extending to the right.

Chad Lindholm
Senior Vice President

C. Table of Contents

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Qualifications, Related Experience, and References

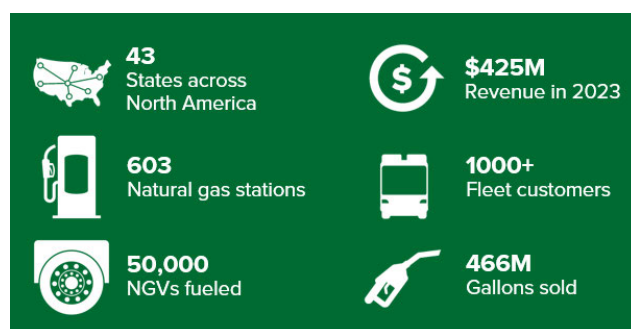
Clean Energy Profile

Clean Energy provides CNG, RNG, LNG, LCNG, hydrogen, renewable electricity, and energy management solutions across North America. We are headquartered in Newport Beach, California and have regional offices in Colorado, Texas, New Hampshire, British Columbia and Ontario, Canada.

We were established on October 28, 1996, and have been a publicly traded corporation since 2007 (Nasdaq: CLNE).

In June 2018, we received a significant equity investment from Total Energies, one of the largest energy companies in the world. We serve fleet operators in a variety of markets, including transit, municipal/government, heavy-duty trucking, airports, refuse, industrial and institutional energy users.

Our 530 employees are based in North America to provide services including fueling station operation and maintenance, station design and construction, facility modification, and supply of renewable fuel to our customers.



Transit Experience

Since our inception in 1996, we have designed and constructed more than 700 natural gas fueling stations throughout North America.

We fuel over 9,000 transit vehicles with approximately 90 million gallons of RNG and CNG annually. Our customers include Foothill Transit, LA Metro, New York MTA, Long Beach Transit, City of Simi Valley, Gold Coast Transit, Santa Monica Big Blue Bus, Dallas Area Rapid Transit, Valley Metro, New Jersey Transit, Jacksonville Transportation Authority, NICE Bus (Nassau County, New York) and Washington Metro Area Transportation Authority. We currently operate 80 natural gas fueling stations for transit agencies nationwide.

We have performed new and upgraded station design-build services, and have ongoing operation and maintenance service contracts, for many of our 80 transit customer sites. Additionally, Clean Energy is trusted by transit and fleet customers to provide station operation and maintenance services at 144 Southern California locations.



Financial Strength and Staff Capability

As of December 31, 2023, our current assets are \$470 million, including \$265 million of cash and cash equivalents. For additional information, please refer to our latest financial statements here: <https://investors.cleanenergyfuels.com/sec-filings/sec-filing/10-k/0001558370-24-002174>. For 2023, our balance sheet is referenced on page 56. The income statement is referenced on page 57. The statement of cash flows is referenced on page 60. Finally, the notes to the financial statements begin on page 61.

References

Our references can be provided upon request.

Personnel and Project Organization

Our primary project team assigned to the contracts are stated below. They are either based at our headquarters or are field-based and local. We will self-perform the specialized CNG maintenance and RNG services described herein. Please see Appendix A for our resumes.

CNG Station Maintenance Services

The following key personnel are assigned to the maintenance service contract.

- **Chris Gate**, Operations Director
- **Jose Armas**, Operations Supervisor
- **Ed Acepcion**, Master Technician
- **Dana Hufstetler**, Service Technician 2

RNG Supply Services

The following key personnel are assigned to the RNG contract.

- **Sean Wine**, Vice President, Renewables Distribution
- **Paul Franza**, Director of Operations Finance
- **Hailin Koo**, Renewables Portfolio Manager
- **William Han**, Vice President Commodities

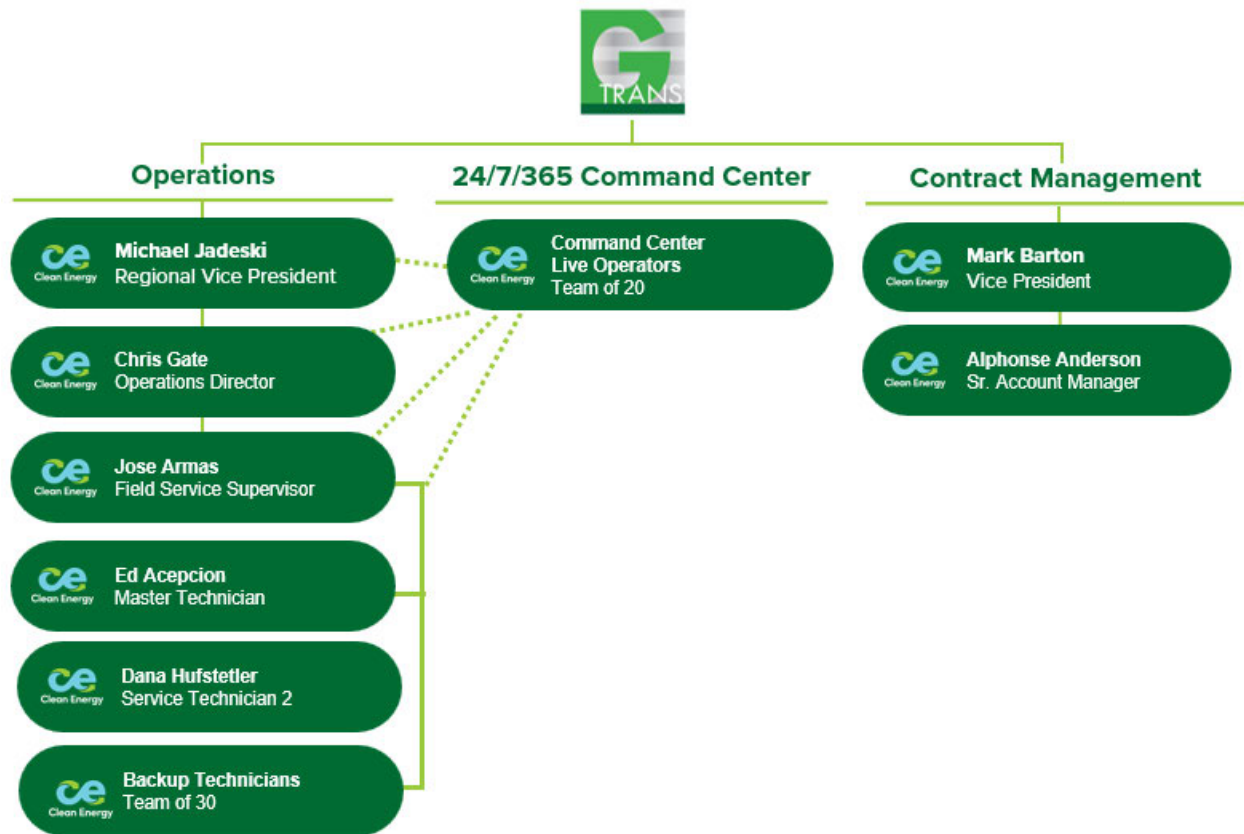
Overall Contract Management

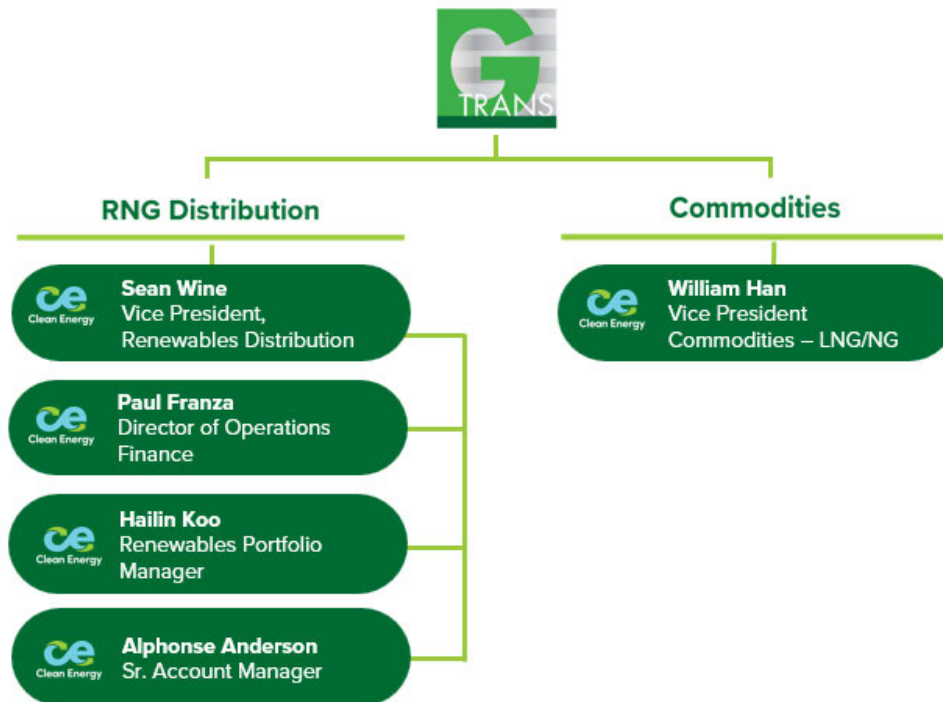
Clean Energy's contract management team will oversee contract administration including contract negotiations, business terms, regular status meetings during execution of the contract with your team, and more.

- **Alphonse Anderson**, Contract Manager
- **Mark Barton**, Vice President

Project Organizational Charts

The project teams for the maintenance and RNG contracts, respectively, are shown below in our organizational charts.





Subcontractors

Clean Energy will perform the specialized CNG maintenance services. We have identified subcontractors that are long-time subcontractors for Clean Energy who perform non-specialized CNG services only on an as-needed basis. Both subcontractors would likely perform less than 20 hours of work per year on this contract.

ICA Inc. will provide as needed specialized mechanical services such as pressure vessel welding or laser alignment. We have worked with ICA Inc. on numerous contracts where they've provided specialized mechanical services such as pressure welding and laser alignment.

Dr. Detail Services, certified DBE, will provide station equipment pressure washing for the City's new contract. We have worked with Dr. Detail on numerous contracts for 12 years where they've provided steam cleaning of the CNG compressor compounds and the dispensers, as well as re-painting equipment as needed to prevent corrosion and maintain a tidy appearance.

CNG Station Maintenance: Work Plan

Project Kickoff

Clean Energy is familiar with your CNG fuel station as your design-build contractor. If awarded, we would recommend organizing an in-person meeting at your facility, including your operations and facilities team and our operations team, to discuss practical details such as check-in procedure, the typical schedule, and more.

Weekly Inspections

Our technicians will be onsite weekly to perform routine inspections on your compressors, dryer, dispensers, and other equipment according to OEM recommendations and best practices from our experience. The purpose is to identify potential future issues, excessive wear, or deviations from normal trends for the equipment's expected performance. Please see Appendix B for our sample maintenance plan.

Preventative Maintenance

The required major PM intervals for the Ariel (ANGI) compressors are at 4000, 8000, 16000, 20000, 24000, 28000 and 32000 run hours. In between those hours there are additional minor PMs. Clean Energy has all required tasks for each PM fully documented in equipment manuals and periodic update bulletins from the OEM. All of this information is loaded into our Field Service computerized maintenance system. This is one of many tools used by our planners to ensure we effectively plan for and execute PM work at all sites we maintain.

Quality Control / Budget and Schedule Control

Service Quality Monitoring Program

The quality of our operation and maintenance service is ensured by the depth of experience of our technicians, and by our clear processes for detailed documentation of services performed. Any time work is performed at your sites our technicians note what has been done in our Field Service software using their tablets. Our work orders go through two levels of review to ensure accuracy and the appropriateness of work performed. Our supervisors, managers, and directors make regular quality inspections of our worksites to ensure equipment performs to the proper standards our customers



expect. Any quality issues discovered are immediately resolved and require next-level approval when complete. The entire service team also focuses on consistent communications (prior, during, and post-work) as well as regular meetings with customers to ensure expectations are met or exceeded.

Schedule Control

Clean Energy manages scheduling by assigning service technicians to perform regular maintenance at fuel stations. At all hours of the day and night, Clean Energy technicians are working. Critical after-hour service does not require Clean Energy to dispatch an on-call employee from their home as we have technicians assigned to work all three shifts 24/7/365.

Schedules for preventative maintenance are managed by our operations team at our Newport Beach headquarters. They ensure that correct parts are in stock and properly trained technicians are available to perform PM tasks at OEM recommended intervals.

Budget Control

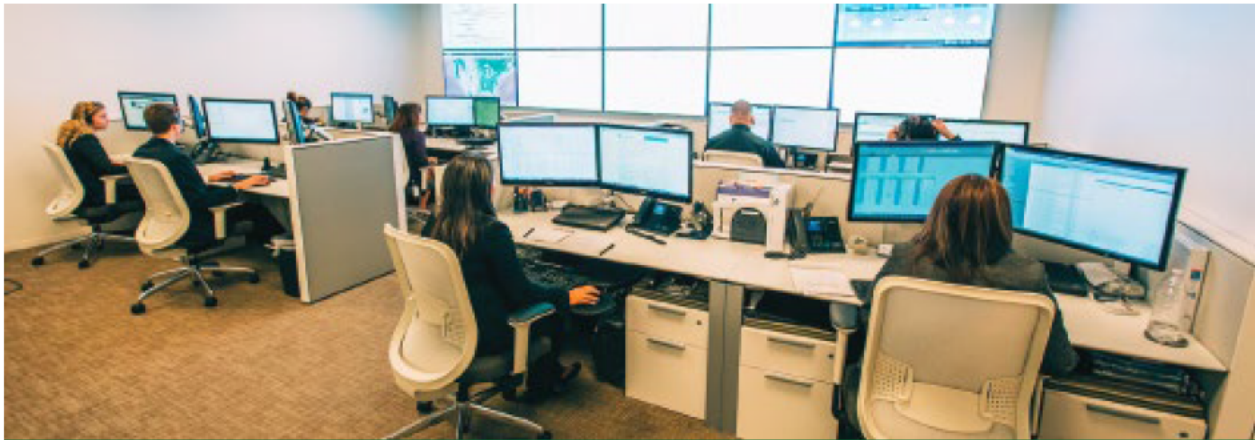
Our proposed prices are based on experience from maintaining many CNG stations across the nation for many years. We know what it takes to maintain a high quality staff of technicians, support personnel and spare parts inventory, as well as all the ancillary systems and technologies to make it all work effectively together. Additionally, our strong financial position and our stable and long-term local presence ensures GTrans will receive effective maintenance service for the life of the contract.

Compliance to Contract Requirements and Technical Specifications

Clean Energy employs a simple operation and maintenance philosophy, which is to protect customer fueling. We prioritize the reliability and safety of your CNG fueling equipment to ensure your buses will make rollout each day. We do this by focusing on preventative and corrective maintenance, and by investing in our people, training, processes, and technology. The following sections describe in greater detail how we accomplish this, and the positive results including world-class station reliability and performance.

Callout Response Procedure

We understand the best way to ensure station reliability is with a proactive and regularly scheduled maintenance plan. However, with heavy machinery and equipment operating at high horsepower, pressures, and temperatures, as well as hundreds of moving parts that are subject to vibration plus the station electronics, unscheduled maintenance will inevitably happen. Clean Energy is fully prepared for any contingency because of our local staff, training, and internal processes.



Clean Energy's Command Center. Live 24/7/365 operators respond to customer calls. This team is responsible for communicating with customers, dispatching technicians, and documenting the resolution steps taken for each call.

Any of the following will trigger a Clean Energy response to an issue at your CNG station:

- Fault detected by our 24/7/365 live station remote monitoring software, monitored by our 24/7 Command Center
- An email message sent to our 24/7/365 Command Center and field staff from our local PLC hardware, triggered by a station alert or fault
- Our 24/7/365 Command Center receiving an alert or fault from our server-based SCADA system
- Your staff reporting a station performance or safety issue by calling our 24/7/365 Command Center at (866) 278-3674 or sending an email to customerservice@cleanenergyfuels.com or notifying our onsite technician.

The scenarios outlined above trigger the following response:

-
- Clean Energy Command Center staff will review the fault or situation and try to rectify the problem remotely. If they are unable to resolve the issue, a technician or supervisor is notified and dispatched.
 - A Clean Energy technician will respond using our best commercial efforts to complete repairs. At all hours of the day and night, local Clean Energy technicians are working. Critical after-hour service does not require Clean Energy to dispatch an on-call employee from their home as we have technicians assigned to work all three shifts.
 - Clean Energy has Field Operations Supervisors on duty 24/7/365 to support our technicians and assist as needed, for example when a situation is escalated to their level.

Once an issue is corrected, your staff will be given a debrief, including the corrective measures taken to address the problem. In addition, Clean Energy documents service activities using our Field Service software. GTrans will receive access to our online web portal, where you will have access to monthly reports that document all service activities at your station. A sample of one of these reports – our Customer Site Report – is provided in Appendix C.

Spare Parts Plan

We procure the parts we determine are long lead items or critical to station operation. Additionally, we have over \$12 million of spare parts in our current inventory. Our scheduled and emergency repair parts strategy consists of stocking critical parts and consumables in our service vehicles and in our warehouses. Our national warehouse is in Carson, CA. Our Command Center operators can view our inventory of spare parts (including those on our technician's vehicles) to determine if technicians have the correct parts for each job or if they are available at one of our warehouses.



Carson Parts Warehouse. When a technician uses a spare part from your station, our warehouse inventory system automatically generates a parts replenishment order.

Maintenance Program Tools

Clean Energy uses the following tools to support our work plan. Many of these tools are unique to Clean Energy and differentiate our service from that of our competitors.



Command Center. Our Command Center, located in Newport Beach, CA is staffed by 20 Clean Energy employees for 24/7/365 coverage to monitor real time station status and respond to any station alert or fault that occur.

Once a fault is detected, our Command Center staff will immediately evaluate the situation and determine the appropriate response.

Remote SCADA. Our Command Center has access to screens that show the real time status of your stations. The screens are customized to match the equipment and automation hardware installed at your locations. We can remotely reset faults from the SCADA screens when appropriate.

Historian. Clean Energy uses technology to collect and record data that we use to make station adjustments and improvements, analyze station performance, and assist in diagnosing station faults. This product records critical station data including pressures, temperatures, valve status, and many other conditions.

The data collected is used to make improvements in station software, optimize set points, and help diagnose station issues. The long-term goal is to use this data to minimize station outages by predicting future component failures and correcting them before they fail.

Field Service Software. We use Microsoft Field Service software to manage assets and maintenance services. This software is used to manage tasks such as:

- Scheduled inspections and proactive maintenance
- Workforce task scheduling
- Document and organize all maintenance activities including scheduled and corrective maintenance activities
- Track status of OEM recommended maintenance plans for all tracked assets

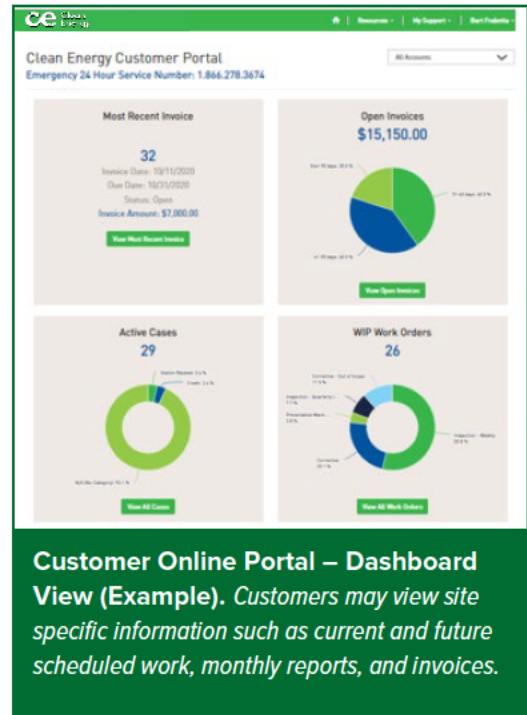
These electronic tools give our employees accurate, real-time maintenance records for every Clean Energy-maintained station.

Reporting Plan

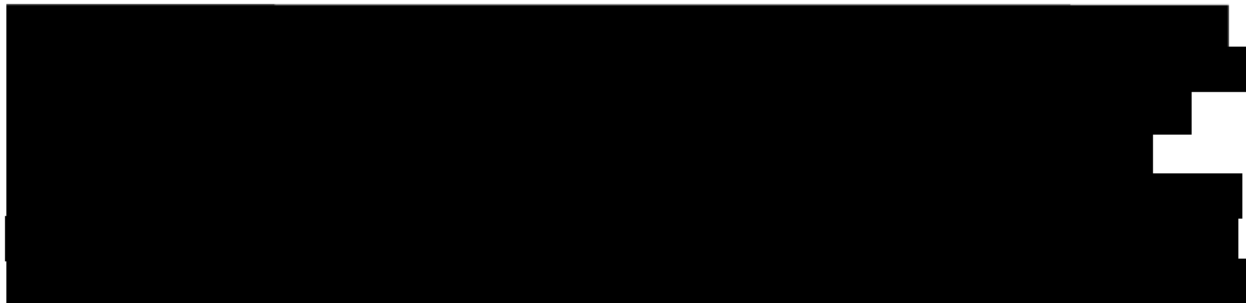
The basis of our reporting plan is our cloud-based Field Service and Historian software, which will capture all relevant information about your station. GTrans will have access to reports as described below.

Customer Online Portal Access. We have a secure, online customer portal which allows customers to view and download monthly reports, invoices, and monitor work that is currently scheduled and has been completed at their station. An image of the main dashboard of this online portal is shown on right.

Customer Site Reports. Clean Energy provides monthly Customer Site Reports to all our service customers. Customer feedback indicates that these reports provide great value, because they provide a clear history of service activities and issue corrections at their respective CNG stations. The reports detail work order numbers, dates and parts that have been installed, and who (which technician) performed the work. They also categorize activities as inspections, preventative maintenance, and correctives. This level of transparency and detail is not provided by most CNG service contractors. GTrans will receive Customer Site Reports for your site as an integral part of our comprehensive maintenance program.



Internal Training Plan (Confidential)



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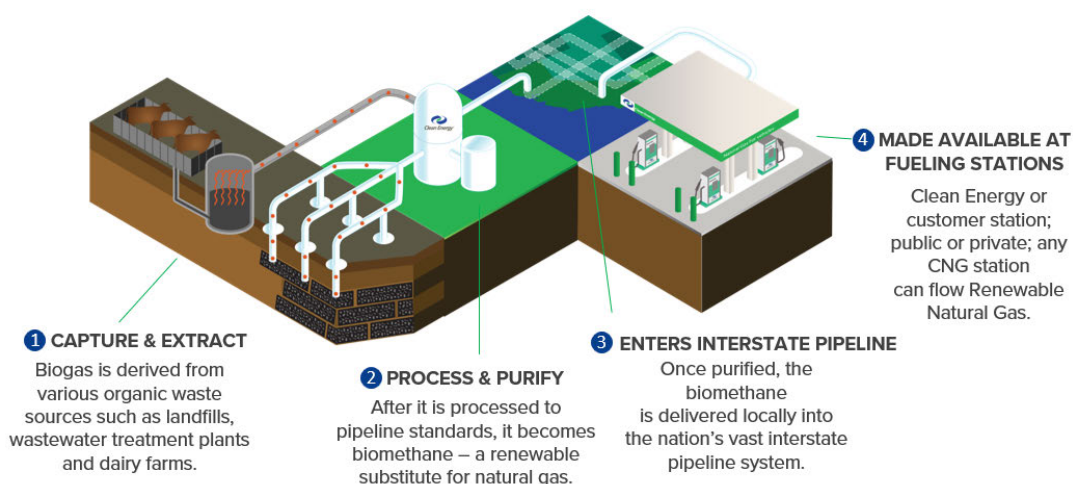
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RNG Overview

What is RNG?

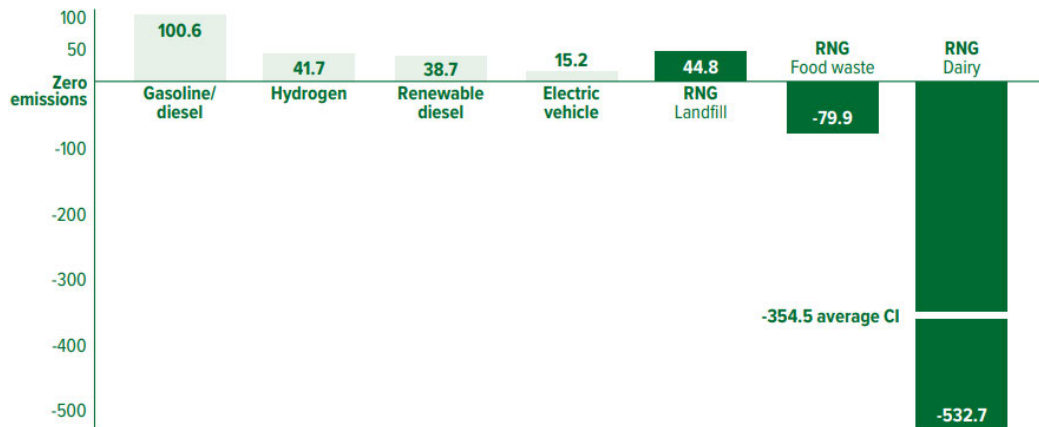
Renewable Natural Gas (RNG) is biogas that has been upgraded for end-use applications including fueling natural gas vehicles. Unlike conventional natural gas, RNG is not a fossil fuel and does not involve drilling. It is derived from the breakdown of organic matter at sources including municipal solid waste landfills, digesters at wastewater treatment plants, livestock farms, food production facilities and organic waste management operations. See the following diagram for an overview of the source-to-end use process.



RNG Value

RNG provides great environmental benefits in comparison to other vehicle fuels. It drastically reduces carbon emissions - by an average of 300% - compared with diesel. For this reason, the US Environmental Protection Agency (EPA) and California Air Resources Board (CARB) have incentivized the development of upstream RNG production facilities and downstream (vehicle fuel) RNG use through programs including the Renewable Fuel Standard (RFS) and Low Carbon Fuel Standard (LCFS).

Carbon emission by fuel type (gCO₂e per MJ)



Source: California Air Resources Board, Q4 2020 LCFS data, and certified pathways as of November 8, 2021.

When qualifying RNG fuel is dispensed to a vehicle, it generates two types of environmental credits in California: RINs through the EPA RFS program, and LCFS credits through the CARB program. A fixed amount of RINs or LCFS credits are generated per gallon of RNG dispensed, according to detailed rules that all RNG providers must comply with. Once these RINs and LCFS credits are generated, they can be monetized (sold) to other regulated parties such as oil refineries, who must offset the greenhouse gas emissions they produce. This has resulted in a market-based system where the dollar value of RINs and LCFS credits fluctuate daily. For example, see the following chart, which shows the market value of these credits varying tremendously over a prior 2.5 year period; RINs ranged from \$1 to \$3.50 and LCFS credits ranged from less than \$100 to more than \$200.



Please note that most of the monetary value of these credits stays with the upstream producers of RNG through contractual commitments that pay for the significant costs of developing and operating RNG production facilities. Please also note the values in this chart are per environmental credit, and not per gallon of RNG dispensed.

Clean Energy Makes RNG Easy

Clean Energy makes RNG easy for our customers. We understand the entire RNG value chain from experience. We have in-house experts who manage the entire process of flowing this renewable fuel into the natural gas pipeline network and then to our customers' vehicles. We handle all associated administrative and regulatory reporting requirements in a dedicated division of our company called Clean Energy Renewable Fuels (CERF). Our customers simply reap the environmental and financial benefits of RNG. Here is a summary workflow of providing RNG to our customers in California.



Our Value-Add Approach

Below is a summary of why Clean Energy is unique and the leading supplier of RNG to end-user customers like GTrans.

- **RNG Experience.** Clean Energy was the first to establish a D3 RIN generating landfill project under the US EPA, so we understand the complexities of navigating the Renewable Fuel Standard (RFS) and California Low Carbon Fuel Standard (LCFS). We employ dedicated staff focused on project investment and development, gas marketing, operations, regulatory adherence, compliance management, and customer service. This in-house team will ensure GTrans meets all compliance obligations.
- **Extensive RNG Supply.** Clean Energy has one of the largest RNG supply portfolios available, with over 100 active and in-development projects at dairy farms, wastewater treatment facilities, and landfills nationwide, including 58 projects in CA. We have strategic partnerships with TotalEnergies and bp that allow us to quickly develop and scale our pipeline of projects. Clean Energy has a large network of public fueling stations in California but prioritizes our customers' private stations when it comes to supply.
- **Portfolio Approach vs. Back-to-Back Approach.** Unlike most RNG suppliers and marketers, we do not back-to-back a supply source to a customer's station. Instead, we bring a portfolio of RNG to each of our customers, which ensures a reliable supply through a diverse mix of projects, and a guaranteed financial settlement. Others in the market use "unit contingent" contracts which eliminate their obligation to deliver RNG and pay the station customer if the RNG source is not flowing gas. Partnering with Clean Energy ensures uninterrupted, high-value RNG throughout the contract term.
- **Commodity Management.** Clean Energy is a long-standing registered Core Transport Agent (CTA) for the California Public Utilities Commission (PUC), delivering natural gas to core accounts across SoCalGas, SDG&E, and PG&E territory for over 10 years. We are also one of the largest CTAs, transporting over 8 million therms of natural gas to Southern California customers each month. We provide all commodity management services in-house, and our experienced team is in frequent and regular communication with the utility to balance customer pools, provide supply, and monitor pipeline conditions. We can act as an Energy Service Provider (ESP) so customers don't have to worry about the reliability of physical gas supply and can potentially receive better value.



RNG Supply and Credit Management: Work Plan

Contract Implementation

Clean Energy is one of the largest providers of RNG for vehicles in the country and work with a variety of customers who operate bus and heavy-duty vehicle fleets in all sectors. We have standardized processes to make your move to RNG as easy as possible.

Our standard schedule for implementation of an RNG supply agreement and credit management service is 30-60 days. Below outlines the typical plan we follow to start this service.

- **Weeks 1-2:** Execute a Base Contract for the Sale and Purchase of Natural Gas (NAESB, example provided upon request), RNG transaction confirmation, and fossil natural gas transaction confirmation between GTrans and Clean Energy. Clean Energy will update all relevant pathways and registrations with the respective verification and compliance provider for RNG delivery to the delivery point, which is GTrans' CNG fuel station. LCFS reporting on behalf of GTrans will be designated to Clean Energy in the contract, and you will not need to report under the LCFS Reporting Tool.
- **Week 3-4:** Clean Energy's biogas operations team will collect utility statements from GTrans, update all relevant fuel pathway registrations with EPA and CARB, and assume fuel reporting responsibility.
- **Week 5-6:** GTrans will begin receiving RNG on the first of the month upon successful registration. This process is contingent upon producers processing applications with the EPA.

Once RNG is flowing to your station there will be an initial lag in the first RIN and LCFS credit payments. Afterward, RIN payments will be made monthly and LCFS payments quarterly, in line with reporting and processing requirements from CARB and the EPA. This depends on which contract option is selected, as described in greater detail below.

Delivering RNG into the Pipeline System

GTrans will not have to make any changes to how you are currently receiving physical natural gas from the SoCalGas pipeline, nor will there be any technical change to the fuel dispensed into your bus fuel tanks. RNG is pooled upstream at the producer level, injected into the existing natural gas infrastructure, and allocated to the your station as a dispensing point. Clean Energy will supply RNG at the price point offered in this



proposal for the full quantity your bus fleet uses, as determined by the SoCalGas invoice with meter reading for your site.

Optional: ESP Process

If GTrans chooses during the term of our contract, Clean Energy can serve as your Energy Service Provider (ESP) by entering into a pooling contract that requires monthly balancing of your monthly natural gas consumption. Clean Energy would communicate with GTrans to accurately nominate monthly gas use, monitor natural gas usage as accurately as possible, and communicate any material usage discrepancies. Using the month-end utility bills and readings from SoCalGas, Clean Energy would check the monthly natural gas consumption and forecast future usage.

Optional: Billing Services for Natural Gas Commodity

As part of the ESP service, billing would be performed monthly, with GTrans receiving two separate bills. Clean Energy would invoice GTrans for the natural gas delivered to the meter during the delivery month, and SoCalGas would invoice you for the applicable transmission and utility charges associated with the delivery of that gas. Clean Energy proposes to bill for the monthly gas consumption, based upon monthly meter reads and nominated volumes, by the middle of each following month.

Portfolio Approach to Delivering RNG Supply

To date, Clean Energy has secured over 100 low-carbon RNG supply projects (third party offtake and investment projects) to meet the demand from our customers and station network. The size of this RNG portfolio allows us to mitigate any risk of supply interruption, which is particularly important to municipal providers of critical community services.

Cost Proposal and Scope of Work Summary

This proposal includes two options for GTrans consideration. Option A is maintenance of your CNG fueling station equipment. Option B is RNG supply and environmental credit management and monetization. Please see below for details.

Option A: O&M Maintenance (CONFIDENTIAL)

Included with this scope:

- Proactive maintenance and inspections. Monitoring of CNG station systems including critical flow, temperature, pressure, vibrations, leaks, and alarms. This includes remote monitoring, weekly on-site inspections and changing of compressor oil and filters.
- Preventative maintenance. Specific maintenance performed in conformance with manufacturer's recommendations, industry best practices, and Authority Having Jurisdiction (AHJ). See the sample preventative maintenance schedule included in Appendix B for reference.
- Emergency maintenance and repair callouts. Unplanned service resulting from a system shutdown or failure causing the CNG station to not be fully operational shall be provided with expected 2 hour response time when commercially possible.
- Standard monthly reporting of inspections, maintenance activity and equipment status according to the format shown in Appendix C

Excluded from this scope:

- Oil for compressors. GTrans to provide oil for filling of compressor reservoirs and GTrans to dispose of used oil.
- Additional permit fees for annual operation of the fuel station. For example, a South Coast Air Quality Management District permit for a station backup generator

Term:

- One year, with option to extend by mutual agreement. Clean Energy will hold the price for up to five years if the contract includes four years of optional extensions.

Price:

- **\$12,917 per month fixed fee, to be invoiced monthly**



Clean Energy will supply RNG based on actual consumption at your station using the utility gas meter as the official meter of record. We propose a fixed percentage share of the RIN and LCFS credits as defined below:

RNG Payment Schedule

Clean Energy will settle all LCFS and RIN payments based on the volume weighted average price realized for LCFS and RIN transactions. For example, all August RINs generated realize the same volume weighted average price, and all Q1 LCFS credits generated realize the same volume weighted average price.

RIN payments are made monthly after we have received payment from buyers of the RINs. For example, RNG supplied and dispensed in August generates RINs in September, with payment to GTrans approximately 60 days later.

LCFS payments are made quarterly after we have received payment from buyers of the LCFS credits. For example, Q1 RNG delivered and dispensed would be reported to the agency by the end of Q2 with LCFS credits generated and sold at the beginning of Q3.

Appendix A - Resumes

Chris Gate

Operations Director

Relevant Experience

35+ Years

Education

University of Phoenix

- MBA, 2003

California State University, Fullerton

- B.A. Business Management,
1998

Texas A&M University

- Termites Biology

Purdue University

- Entomology Science

Licensing/ Certifications/ Training

- Six Sigma Greenbelt
- ISO 9001:2000
Implementer/Top Management
- State of California – Dept. of
Consumer Affairs Field
Representative



Professional Profile

Chris is responsible for overseeing all day-to-day operations and maintenance for Clean Energy's CNG/LCNG/LNG/hydrogen stations & facilities in Southern California. Chris directs and supervises the local service technicians responsible for all preventative, scheduled and unscheduled maintenance and repair services. In addition, Chris provides existing station data to assist R&D with compressor reliability and throughput improvements and administers service fulfillment through the Clean Energy Field Service network.

Chris has over 35 years in the consumer services industry, leading teams of up to 300 front-line technicians, trainers, and installers.

Professional Experience

Operations Director

Clean Energy, 2013 - Present

General Manager

CTG Consulting, 2009-2013

Executive Group Leader

Target Logistics, 2010-2012

Region Operations Manager

Orkin Pest Control, 2006-2009

Region General Manager

Sears Home Services, 1998-2006

Relevant Project Experience

LACMTA

Facility type: Private, fast-fill CNG fueling stations for transit buses

Scope of work: Design, build, and/or operate and maintenance of stations at all divisions

Foothill Transit | Irwindale & Pomona, CA

Facility type: Private, fast-fill CNG fueling stations for transit buses

Scope of work: Design, build, upgrade and operate and maintenance of stations

Los Angeles County Sanitation District

Facility type: Public fast-fill CNG station

Scope of work: Design, build, operate, maintain, marketing, retail

City of Ontario

Facility type: Public/private fast-fill/time-fill CNG station

Scope of work: Providing repair & maintenance service to a medium-sized waste hauling and administrative fleet operation

Jose Armas

Field Operations Supervisor

LNG/CNG Experience

24 Years

Licensing/ Certifications/ Training

- OSHA-30 Hour
- HAZCOM GHS Training
- Ariel Compressor Training School
- IMW Training
- Pneumatic Products Training School
- Dispenser Training: Wayne Industries, Kraus, Gilbarco
- Allen Bradley, Horner and
- Siemens PLC Training



Professional Profile

Jose responsible for overseeing technical staff who are performing all preventative, scheduled, and non-scheduled maintenance and repair services at Clean Energy's LNG and CNG fueling stations in Southern California. Jose will provide first-hand knowledge of each customer's LNG, and CNG equipment system, and will ensure successful operations and daily roll-out.

Jose supports Clean Energy's in-house training program by providing on-the-job training for junior technicians which ensures that our customers always have access to a team of highly skilled maintenance technicians.

Prior to Clean Energy, Jose held positions at Linde North America and Cryostar USA. With over 25 years' experience he worked on cryogenic liquids and gases to support the manufacturing, alternative fuels, and pharmaceutical industries throughout the US, Canada and Mexico. At Linde for 15 years, Mr. Armas served as an Application Technician and was responsible for the install of, customer training, and repair support of cryogenic equipment. At Cryostar for 10 years, Jose, as a Project Manager, oversaw LNG, Hydrogen, and Liquid Oxygen station builds and oversaw equipment manufacturing Quality Assurance and Quality Control. Jose was responsible for ensuring that the production team of 12 and design team of four produced quality and specification compliant equipment.

Professional Experience

Field Operations Supervisor

Clean Energy, 2015 – Present

Senior LNG Project Manager

Cryostar, 1998 – 2015

Relevant Project Experience

Foothill Transit H2 | Pomona, CA

Facility type: Private fast-fill Hydrogen fueling station for transit buses

Scope of work: Operate and maintenance of station

LACMTA Divisions 1,2,3,5,7,8,9, 10,13,15 and 18

Primary interface between MTA and Clean Energy staff. Work with MTA Technicians and Supervisor to ensure sites meet daily roll out.

Scope of work: Operate and maintain stations

Ed Acepcion

Master Technician

CNG Experience

14 Years

Licensing/ Certifications/ Training

- Bachelor of Engineering, Feati University
- Ariel Compressor Training School
- ANGI Basic Compressors Training
- IMW Compressor Training
- GE Compressor Training
- Gilbarco dispensers
- PSB Dryers Training
- Clean Energy Technician Training 101
- PRV Basics
- OSHA 10 Hour
- Injury and Illness Prevention Program (IIPP)
- Heat Stress Training
- Hazardous Energy Control Program



Professional Profile

Ed is responsible for performing preventative, scheduled, and non-scheduled maintenance and repair services at Clean Energy's and customer-owned CNG, Hydrogen, and LNG fueling stations in LA/OC area.

In addition to his maintenance duties, Ed provides basic CNG equipment and safety training for first-time CNG users, as well as maintenance training for customer's maintenance staff.

Prior to Clean Energy, Ed acquired over 19 years of mechanical experience at Panasonic and Saudi Aramco.

Professional Experience

Master Technician

Clean Energy, 2010 – Present

Maintenance Engineer

Saudi Aramco, 1979 – 1984

Lead Tech

Panasonic, 1990 – 2005

Relevant Project Experience

LACMTA | 2010 - 2022

Facility type: 11 CNG stations

Scope of work: Station Maintenance

Republic Services | 2023 - Present

Facility type: CNG station

Scope of work: Station Maintenance

LA County Sanitation | 2023 – Present

Facility type: CNG station

Scope of work: Station Maintenance

Dana Hufstetler

Service Technician 2

CNG Experience

7 Years

Licensing/ Certifications/ Training

- Ariel Compressor Training School
- IMW Compressor Training
- GE Compressor Training
- PSB Dryers Training
- Clean Energy Technician Training 101
- PRV Basics
- OSHA 10 Hour
- Injury and Illness Prevention Program (IIPP)
- Heat Stress Training
- Hazardous Energy Control Program



Professional Profile

Dana is responsible for performing preventative, scheduled, and non-scheduled maintenance and repair services at Clean Energy's and customer-owned CNG, Hydrogen, and LNG fueling stations in LA/OC area.

In addition to her maintenance duties, Dana provides basic CNG equipment and safety training for first-time CNG users, as well as maintenance training for customer's maintenance staff.

Prior to Clean Energy, Dana acquired 6 years of mechanical experience in the automotive industry and 7 years in the CNG industry.

Professional Experience

Service Technician 2

Clean Energy, 2019 – Present

Mechanic

Hertz, 2013 – 2017

Service Technician 1

Trillium, 2017 – 2019

Mechanic

Pep Boys, 2011 – 2013

Relevant Project Experience

LACMTA | 2019 - Present

Facility type: 6 CNG stations

Scope of work: Station Maintenance

Food Express | 2019 - Present

Facility type: CNG station

Scope of work: Station Maintenance

City of Torrance Transit | 2019 – Present

Facility type: CNG station

Scope of work: Station Maintenance

Sean Wine

Vice President, Renewables
Distribution

Relevant Experience

15 Years

Education

University of California, Santa
Barbara

- B.A. Political Science

Professional Associations

- Renewable Natural Gas
Coalition Member: 2018 –
Present
- Advisory Board Member,
Renewable Natural Gas
Coalition: 2020 – Present
- Director, American Biogas
Council, 2021 – Present



Professional Profile

Sean serves as Clean Energy's Vice President, Renewables Distribution. In this role, Sean manages the renewables distribution division which is responsible for all sales, operations, compliance, and sustainability reporting related to Clean Energy's RNG product. Since joining Clean Energy in 2006, Sean has successfully developed a multitude of natural gas fueling implementation programs across all company markets, along with deploying some of the very first RNG to transportation fuel in the US. Sean is focused on expanding the company's negative-carbon intensity RNG product offering, while also managing the regulatory risks associated with the Low Carbon Fuel Standard. Sean is recognized as an RNG industry expert, working closely with various stakeholders across the entire RNG supply chain, while advocating on behalf of the company for additional Clean Fuel Programs throughout North America. Sean graduated from the University of California, Santa Barbara with a B.A. in Political Science.

Professional Experience

**Vice President,
Renewables Distribution**
Clean Energy, 2021 - Present

**Regional Manager, Solid Waste
(Western Region)**
Clean Energy, 2013 - 2018

Account Manager
Clean Energy, 2006 - 2009

**Director, Strategic Development
& Operations**
Clean Energy, 2018 - 2020

Business Development Manager
Clean Energy, 2009 - 2013

Paul Franza

Director of Operations Finance

Relevant Experience

15 Years

Education

University of California, Irvine

- MBA, 2008
Cal Poly State University, San Luis Obispo
- BS, Economics and Financial Management, 2002



Professional Profile

Paul is the Director of Operations Finance overseeing all operational and financial functions related to the Renewables Downstream department, including establishing strategic direction for supply/demand in the market, portfolio optimization and risk mitigation, financial planning, reporting and analysis, and coordination with internal and external partners.

Paul has worked at Clean Energy since 2019 performing finance roles in both the traditional natural gas and RNG business divisions. Paul's 15+ years of experience in finance, accounting, and operations includes financial analysis, forecasting, budgeting, strategic modeling, reporting, period-end close, and cash management.

Professional Experience

Director of Operations Finance
Clean Energy, 2023 - Present

Director of Finance, RNG Investment
Clean Energy, 2022 - 2023

**Finance Consultant
(through Beacon Resources)**
Clean Energy, 2019 - 2021

Director, Corporate Reporting & Analysis
CKE Restaurants, 2015 - 2019

Manager, Corporate Reporting & Analysis
CKE Restaurants, 2013 - 2015

Manager, Financial Planning & Analysis
CKE Restaurants, 2010 - 2013

Senior Financial Analyst
CKE Restaurants, 2008 - 2010

Credit Analyst
GE Commercial Distribution Finance,
2004 - 2008

Hailin Koo

Renewables Portfolio Manager

Relevant Experience

17 Years

Education

USC Marshall School of
Business

- MBA,
Business Administration 2013

UC Irvine

- BS, Information and
Computer Science, 2005



Professional Profile

Hailin oversees RNG supply/demand portfolio allocation and optimization including RIN/LCFS credit generation, supplier coordination, and demand renewals. Hailin works closely with senior leaders to drive RNG growth, prepares business reviews, and manages financial planning, reporting, and analysis. Hailin has over 17 years of finance experience including over seven years in corporate finance for Clean Energy. Hailin has an MBA from USC Marshall School of Business and a BS in Information and Computer Science.

Prior to joining the Clean Energy Renewables Division, Hailin supported Clean Energy's corporate finance department starting as a senior financial analyst and grew her experience to serving as a Finance Manager in FP&A. Prior to Clean Energy, Hailin developed her finance analytical skills in the investment banking and real estate industries.

Professional Experience

Renewables Portfolio Manager
Clean Energy, 2023 - Present

Finance Manager, FP&A
Clean Energy, 2021 - 2023

Supervisor, FP&A
Clean Energy, 2020 - 2021

Senior Financial Analyst, FP&A
Clean Energy, 2016 - 2020

Financial Analyst, FP&A
Kofax, 2012 - 2015

**Financial Analyst, Corporate
Finance**
First American Financial
Corporation, 2008 - 2012

**Analyst, Investment Banking –
Municipal Securities Division**
Citi, 2005 - 2008

William Han

Vice President, Commodities

Relevant Experience

16 Years

Education

University of Maryland,
College Park

- B.S. Mathematics
- B.A. Economics



Professional Profile

William serves as Clean Energy's Vice President, Commodities. In this role, William manages the physical procurement and management of natural gas and electricity, asset optimization functions, and financial strategies as it relates to energy management. Since joining Clean Energy in 2020, William has successfully built an in-house natural gas desk, implemented hedging programs for Clean Energy and Clean Energy's customers, and expanded participation in the California Carbon Allowances space. William is focused on expanding Clean Energy's proficiencies in management of RNG production assets, providing low-cost reliable natural gas to customers, and engaging customers in providing solutions related to energy risk. William graduated from the University of Maryland, College Park with double degree in Mathematics and Economics where he served in the ROTC program and subsequent 8 years as a US Army officer.

Professional Experience

Vice President, Commodities
Clean Energy, 2020 - Present

Energy Trader
Semptra Energy, 2013 – 2018

Commodities Trader
Barclays Investment Bank 2009 – 2013

Asset Optimization/Risk Analyst
Constellation Energy 2007 – 2009

Alphonse Anderson

Sr. Account Manager

Relevant Experience

15+ Years

Education

Michigan State University

- B.S. Mechanical Engineering, 2004

University of Michigan

- M.S. Mechanical Engineering, 2008

Areas of Expertise

- Transit
- Natural Gas
- Renewable Natural Gas
- Energy Production
- Municipal and Government Relations
- Project Management
- Account Management
- Business Development



Professional Profile

Alphonse is responsible for ensuring transit customers in the Western US and Canada who use our fueling stations or services receive exceptional operational and sales support. His job includes educating new potential customers on the wide range of benefits of natural gas as a transportation fuel. He is responsible for customers in California, Nevada, Oregon, Arizona, Washington, Utah, British Columbia and Alberta.

Alphonse has 15+ years of professional experience with project management, engineering, sales and account management in the automotive, energy, policy, oil & gas, industrial products, and natural gas and biofuels sectors. He is excited to apply this experience to providing customers the best solutions for their needs at Clean Energy.

Professional Experience

Sr. Account Manager

Clean Energy, 2020 – Present

Energy Analyst

Congressional Research Service, 2010 – 2011

Product Manager, Engineered Piping Systems

GF Piping Systems Americas, 2016 – 2020

Research Associate

University of Michigan Center for Sustainable Systems, 2008 – 2010

Sales & Business Development

Huisman Equipment B.V., 2012– 2016

Robotics Engineer (contract)

General Motors, 2005– 2007

Relevant Project Experience

Long Beach Transit | 2020 to Present

Facility type: Transit CNG Station

Scope of work: Station Maintenance

City of Santa Clarita | 2020 – Present

Facility type: CNG station

Scope of work: Maintenance service

City of Tempe | 2020 – Present

Facility type: LCNG fueling station

Scope of work: Maintenance service

LACMTA | 2020 – Present

Facility type: Private, fast-fill CNG fueling stations for transit buses

Scope of work: Maintenance service

Mark Barton

Vice President

Relevant Experience

28 Years

Education

- Westminster College, Salt Lake City, UT, MBA
- Brigham Young University, Provo, UT, BS Computer Science

Areas of Expertise

- Transit
- Municipal
- Airport
- Station Automation and Analytics
- Process Improvement



Professional Profile

Mark will provide sales and account management leadership on Omnitrans' contract. Mark will also use his experience with station analytics to monitor station performance and recommend changes in station configuration and usage to drive station reliability and efficiency.

Mark is a highly-accomplished and results-oriented executive in the natural gas industry with extensive experience in CNG station automation, capital project management, contract negotiations, public transportation and construction project management, industrial equipment automation, and property leasing. Mark's additional competencies include: budgeting, safety, financial statement analysis, staff development, and coaching. He uses strong leadership and organizational skills to manage multimillion-dollar projects and investments.

Professional Experience

Vice President

Clean Energy, 2016-Present

At Clean Energy, Mark leads company efforts to improve data-driven decision making, expand our product offering, and improve the quality and efficiency of internal processes.

Vice President

Trillium CNG, 2012-2016

He managed engineering, permitting, and construction of CNG stations across the United States, with total annual budget of \$75 million. As part of the senior leadership team, Mark was responsible for producing the strategic plan, operating plan, and reporting progress back to the Board of Directors.

President

Trillium USA, 2005-2012

Mark was responsible for company's overall financial performance and growth reporting to the board of directors. He functioned as the primary contact to the company's largest customers.

Vice President

Trillium USA, 1996-2005

He oversaw all operational areas, including supply chain, engineering, construction, IT, and station maintenance. He provided technical support for sales and marketing. He also participated in contract negotiations with all new customers, including large, public clients and was responsible for development of a standardized product offering.

Appendix B - Sample Maintenance Plan

We will perform weekly, monthly, and annual inspections, preventative maintenance, and corrective repairs as necessary on your CNG fuel station equipment. The following page shows the preventative maintenance schedule for your compressors. Please note the content of this schedule changes occasionally when Ariel releases updated maintenance bulletins that amend the recommendations.



SAMPLE INSPECTION & PREVENTATIVE MAINTENANCE SCHEDULE									
---	--	--	--	--	--	--	--	--	--

Ariel Compressors

[illegible]



Weekly

Monthly

Semi-Annual

Annual

400 hour (plus Weekly)

2,000 hour (plus Weekly & 400 Hours)

4,000 Hours (plus Weekly/400 & 2,000 Hours)

8,000 Hour (plus Weekly/400/2,000 & 4,000 Hours)

16,000 Hour (plus Weekly/400/2,000/4,000 & 8,000 Hours)

3 Years

32,000 Hours (plus Weekly/400/2,000/4,000/8,000 & 16,000 Hours)

SAMPLE INSPECTION & PREVENTATIVE MAINTENANCE SCHEDULE

High discharge gas temperature shutdowns are to be set within 10% or as close as practical above the normal operating discharge temperatures, but not to exceed the "Maximum Discharge Temperature Shutdown Setting" for the service in which the compressor is operating.	✓										
High and low pressure shutdowns are to be set as close as practical. Consideration should be given to the rod load capacity of the machine.	✓										
Check lubricator box oil level.	✓										
Check for unusual noises or vibrations	✓										
Check and confirm safety shutdown functions					✓						
Drain and replace lubricator box oil						✓					
Change oil filter or when oil filter differential pressure exceeds the filter change value. See filter information plate on the top cover or Ariel Technical Manual, Lube section for value.						✓					
Change oil. A more frequent oil change interval may be required if operating in an extremely dirty environment or if the oil supplier recommends it or if an oil analysis dictates.						✓					
Clean sintered element in the small oil filter supplied on the force feed lubrication system or every time main oil filter is changed						✓					
Clean strainer when oil is changed						✓					
Open frame when oil is changed and visually inspect for foreign material (disassembly is not recommended unless a reason is found)						✓					



Weekly

Monthly

Semi-Annual

Annual

400 hour (plus Weekly)

2,000 hour (plus Weekly & 400 Hours)

4,000 Hours (plus Weekly/400 & 2,000 Hours)

8,000 Hour (plus Weekly/400/2,000 & 4,000 Hours)

16,000 Hour (plus Weekly/400/2,000/4,000 & 8,000 Hours)

3 Years

32,000 Hours (plus Weekly/400/2,000/4,000/8,000 & 16,000 Hours)

SAMPLE INSPECTION & PREVENTATIVE MAINTENANCE SCHEDULE

Check cylinders for the proper lubrication rates. Reference Ariel Technical manual, lube section for a practical indication using the paper test method.						✓					
Check crosshead guide clearance with feelers and if outside the limits listed in the Ariel Technical Manual, Clearances Table, replace the affected parts							✓				
Inspect valves for broken plates and loose center bolts, replace broken parts and tighten center bolts. Reference Ariel Technical Manual, Fastener Torque Tightening Values Or Toolbox Torque Chart, ER-63.							✓				
Inspect cylinder bores for damage or wear. If the cylinder bore surface is blemished or gouged, efficiency can be affected and/or rapid ring wear can result, or is more than 0.001 inch per inch of cylinder bore diameter (0.001 mm/mm) out of round or tapered, the cylinder body should be replaced or the bore restored. Contact Ariel for re-boring and bore restoration guidelines.							✓				
Inspect piston ring end gap. Replace rings that are outside the maximum limit listed in the Ariel Technical Manual, Clearance Tables.							✓				
Re-tighten hold down stud-nuts to proper torque values. Inspect for frame twist or bending to be sure the main bearing bores are in alignment. Check frame top cover mounting surface flatness tolerance and/or soft foot (reference Ariel document ER-82 or Technical Manual Section 2). For soft foot check, more than 0.002 inch (0.05 mm) pull down requires re-shimming.							✓				



SAMPLE INSPECTION & PREVENTATIVE MAINTENANCE SCHEDULE

[illegible]



Weekly

Monthly

Semi-Annual

Annual

400 hour (plus Weekly)

2,000 hour (plus Weekly & 400 Hours)

4,000 Hours (plus Weekly/400 & 2,000 Hours)

8,000 Hour (plus Weekly/400/2,000 & 4,000 Hours)

16,000 Hour (plus Weekly/400/2,000/4,000 & 8,000 Hours)

3 Years

32,000 Hours (plus Weekly/400/2,000/4,000/8,000 & 16,000 Hours)

SAMPLE INSPECTION & PREVENTATIVE MAINTENANCE SCHEDULE

Compressor Motor Starter Panel

Visually inspect electrical connections for over heating		✓									
Check contactor connections are tight				✓							
Thermographic inspection of electrical components with Inferred camera looking for over heating and component breakdown				✓							
Power quality electrical analyses - power quality, phase imbalance, impedance - Dranetz analysis				✓							

Methane Detection System

Test and verify proper function of methane detection systems and alarms		✓									
Calibrate all gas detectors				✓							

Communication/Control Panel

Visually inspect components		✓									
Clean inside of cabinet and keep free of dust and dirt		✓									

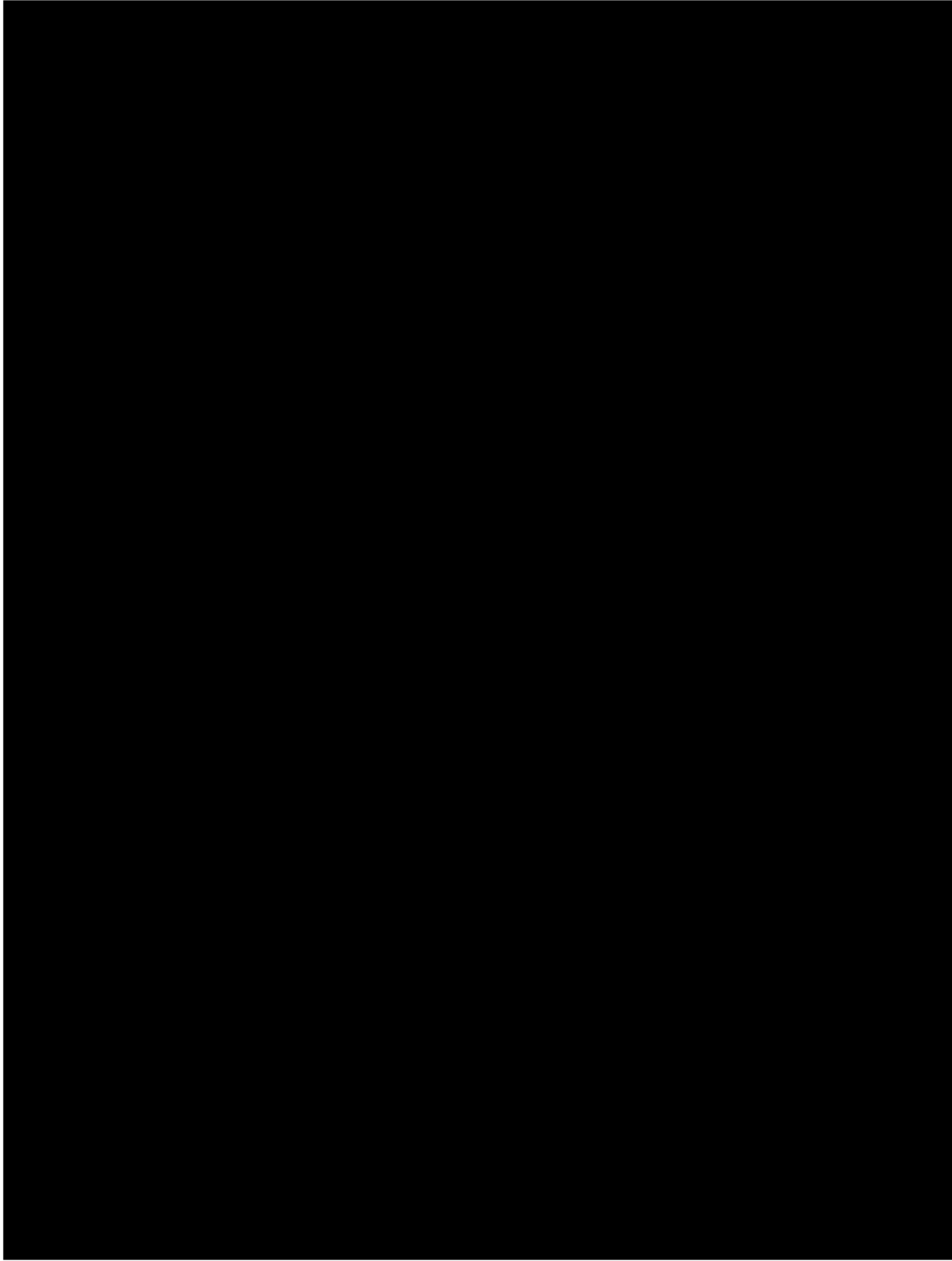
Buffer / Matrix Panels

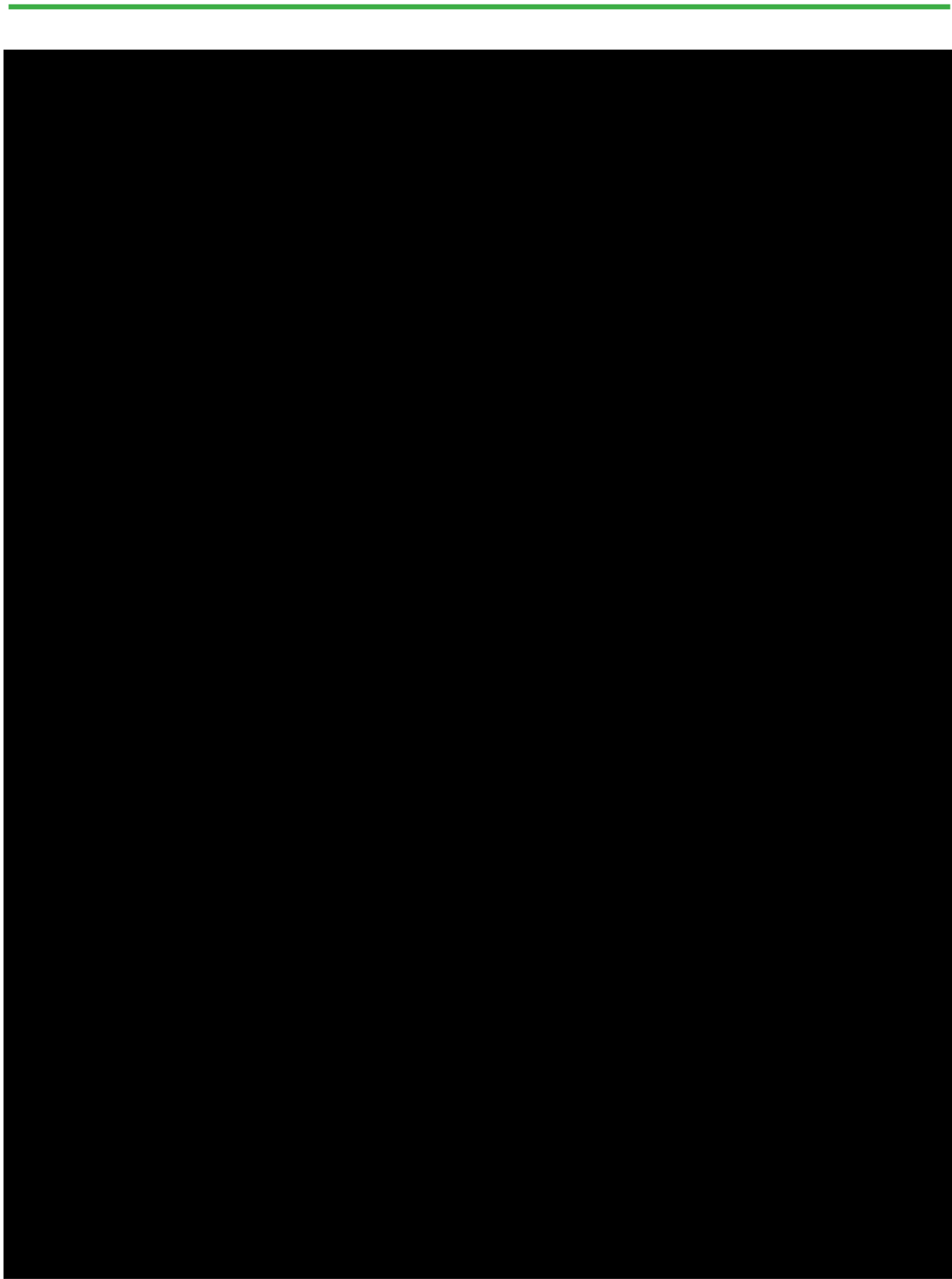
Inspect for gas leaks		✓									
Visually inspect valves for proper operation		✓									
Clean all dust and dirt for inside and on top of valves		✓									

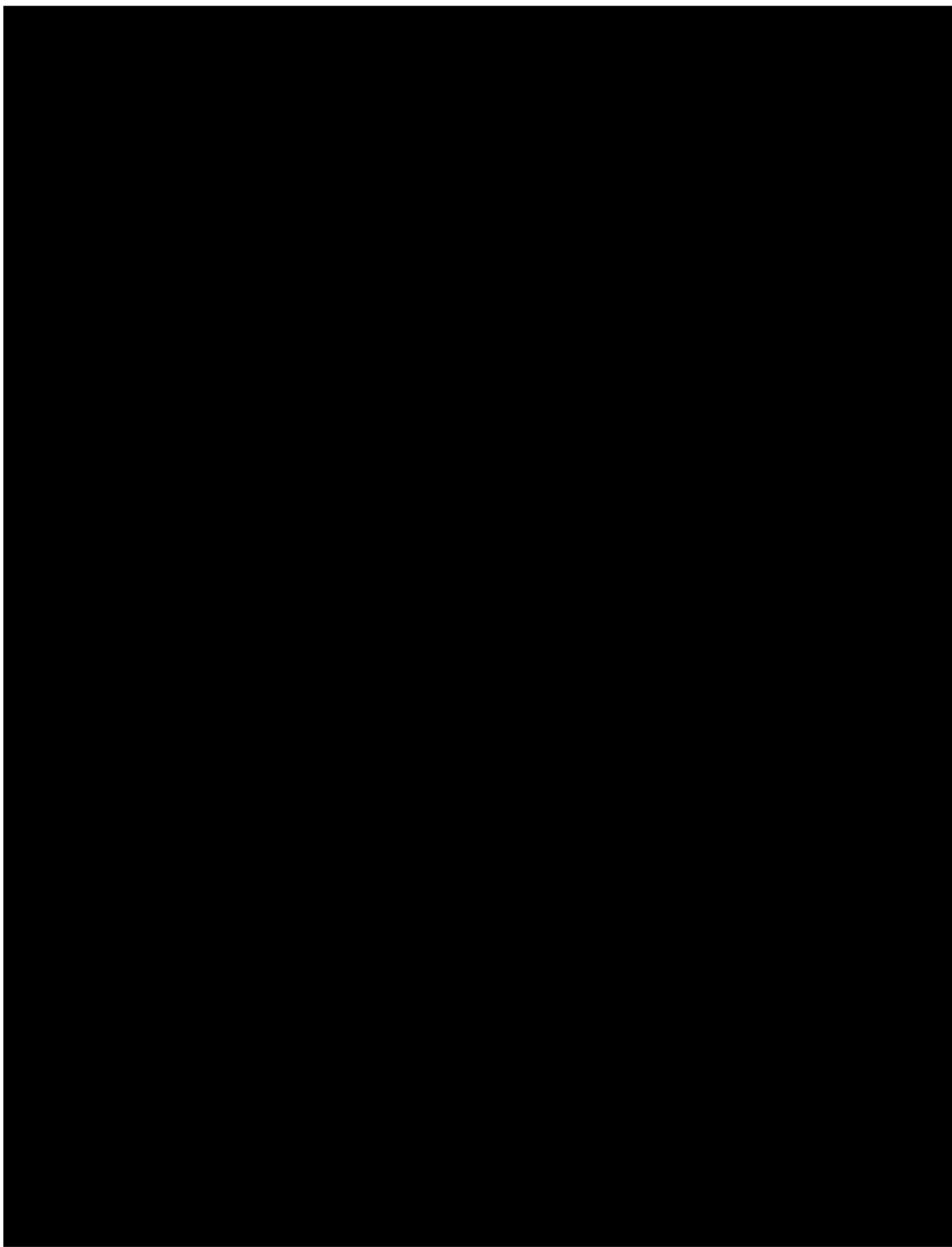
Dispensers

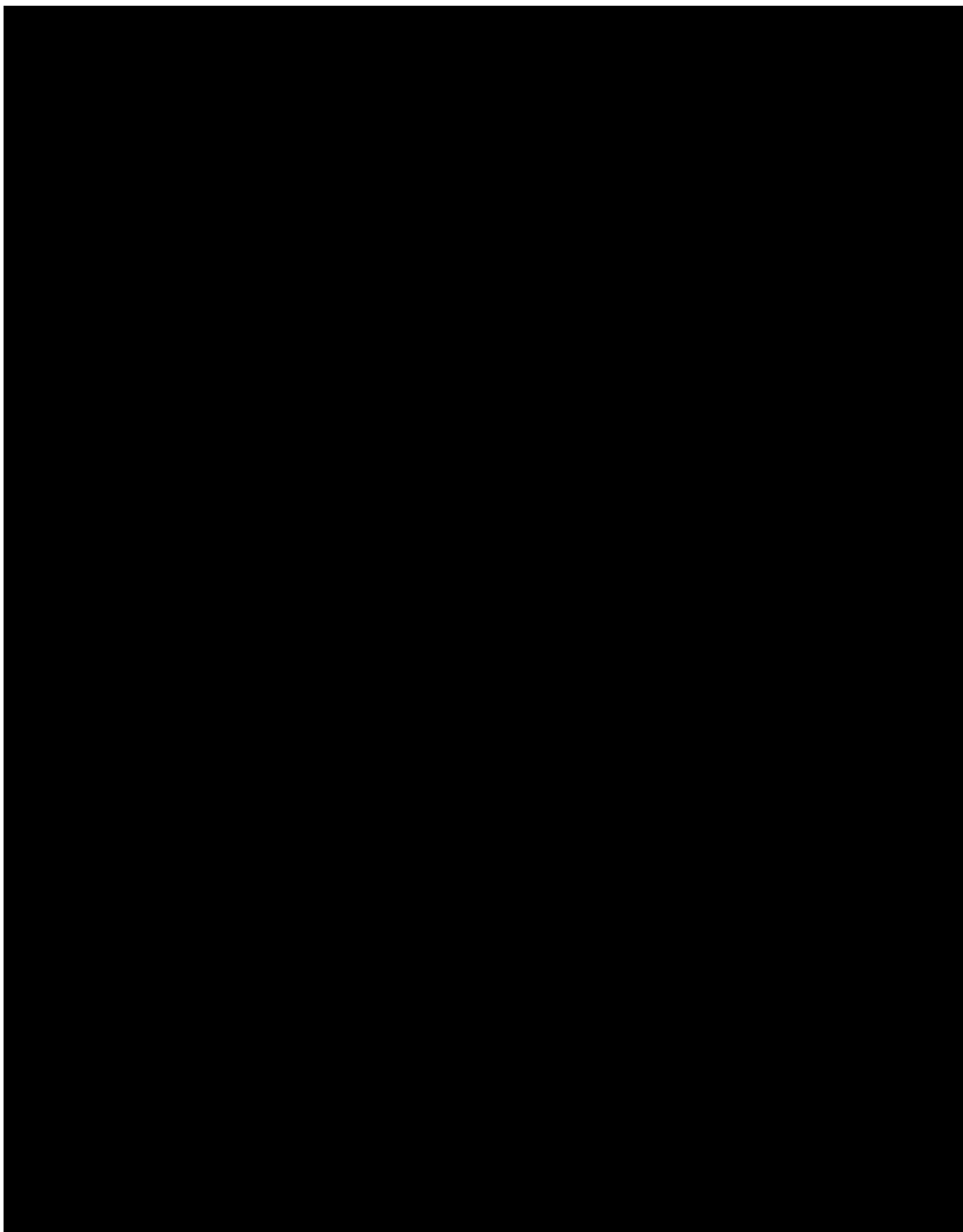
Clean and inspect dispensers, nozzles, posts and hoses	✓										
Clean and lubricate breakaway couplings as necessary	✓										
Drain dispenser filters	✓										
Inspect dispenser coalescing filters			✓								

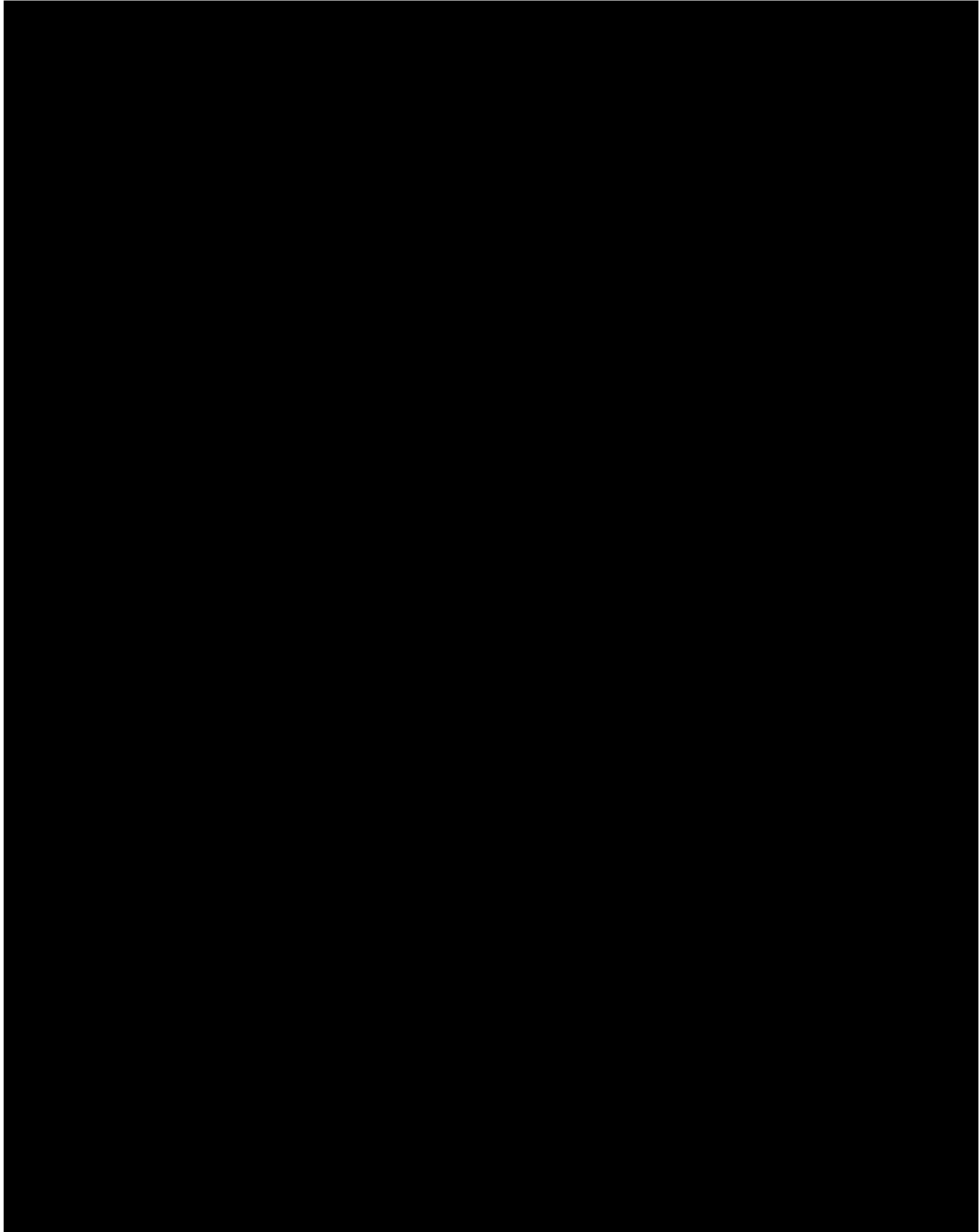
Appendix C - Sample Customer Site Report (Confidential)

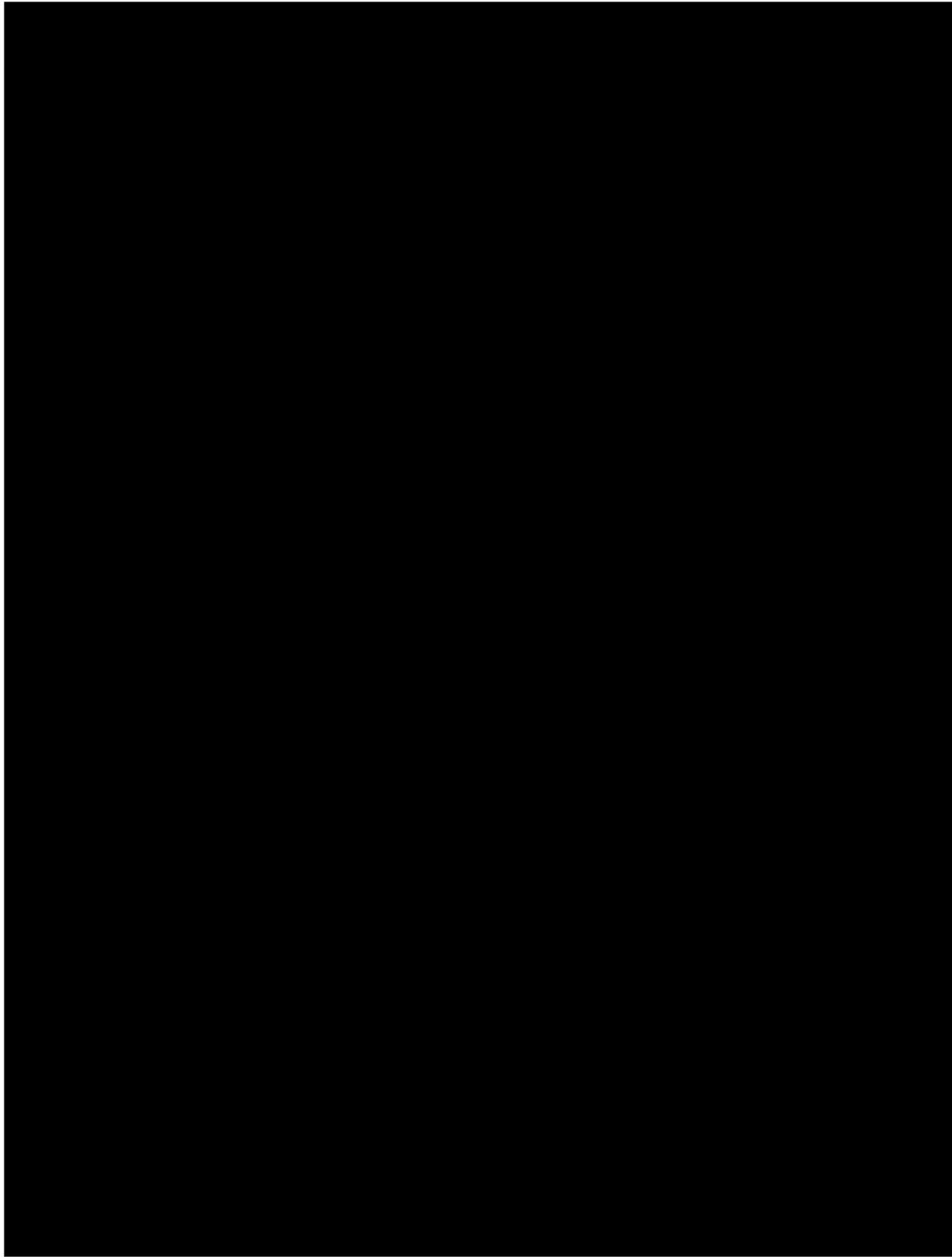












Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: _____

The parties to this Base Contract are the following:

<div>PARTY A</div> <div>City of Gardena</div> <div>13999 S Western Ave, Gardena, CA 90249</div> <div>www.ridegtrans.com</div>	<div>PARTY NAME</div> <div>ADDRESS</div> <div>BUSINESS WEBSITE</div> <div>CONTRACT NUMBER</div> <div>D-U-N-S® NUMBER</div>	<div>PARTY B</div> <div>Clean Energy Renewable Fuels, LLC</div> <div>4675 MacArthur Court, Suite 800 Newport Beach, CA 92660</div> <div>www.cleanenergyfuels.com</div> <div>COG001</div>
<div>X US FEDERAL: 95-6000713</div> <div>□ OTHER:</div>	<div>TAX ID NUMBERS</div>	<div>☒ US FEDERAL: 27-5411503</div> <div>□ OTHER:</div>
<div>California</div>	<div>JURISDICTION OF ORGANIZATION</div>	<div>Delaware</div>
<div> <div> <div>□ Corporation</div> <div>□ Limited Partnership</div> <div>□ LLP</div> </div> <div> <div>□ LLC</div> <div>□ Partnership</div> <div>☒ Other: Government Agency</div> </div> </div>	<div>COMPANY TYPE</div>	<div> <div> <div>□ Corporation</div> <div>□ Limited Partnership</div> <div>□ LLP</div> </div> <div> <div>☒ LLC</div> <div>□ Partnership</div> <div>□ Other: _____</div> </div> </div>
<div>GUARANTOR (IF APPLICABLE)</div>		
<div>CONTACT INFORMATION</div>		
<div>City of Gardena GTrans</div> <div>ATTN: Dana Pynn</div> <div>TEL#: (310) 965-8888</div> <div>EMAIL: dpynn@gardenabus.com</div>	<div>■ COMMERCIAL</div>	<div>Clean Energy Renewable Fuels, LLC</div> <div>ATTN: Jen Komonchak</div> <div>TEL#: (949) 437-1251</div> <div>EMAIL: jen.komonchak@cleanenergyfuels.com</div>
<div>City of Gardena GTrans</div> <div>ATTN: Victor Santos</div> <div>TEL#: (310) 965-8888</div> <div>EMAIL: vsantos@gardenabus.com</div>	<div>■ SCHEDULING</div>	<div>Clean Energy Renewable Fuels, LLC</div> <div>ATTN: Jen Komonchak</div> <div>TEL#: (949) 437-1251</div> <div>EMAIL: jen.komonchak@cleanenergyfuels.com</div>
<div>City of Gardena GTrans</div> <div>ATTN: Rachel Yoo</div> <div>TEL#: (310) 965-8888</div> <div>EMAIL: ryoo@gardenabus.com</div>	<div>■ CONTRACT AND LEGAL NOTICES</div>	<div>Clean Energy Renewable Fuels, LLC</div> <div>ATTN: Jen Komonchak</div> <div>TEL#: (949) 437-1251</div> <div>EMAIL: jen.komonchak@cleanenergyfuels.com</div>
<div>City of Gardena GTrans</div> <div>ATTN: Charles Santos</div> <div>TEL#: (310)965-8839</div> <div>EMAIL: csantos@gardenabus.com</div>	<div>■ CREDIT</div>	<div>Clean Energy Renewable Fuels, LLC</div> <div>ATTN: Jen Komonchak</div> <div>TEL#: (949) 437-1251</div> <div>EMAIL: jen.komonchak@cleanenergyfuels.com</div>
<div>City of Gardena GTrans</div> <div>ATTN: Charles Santos</div> <div>TEL#: (310)965-8839</div> <div>EMAIL: csantos@gardenabus.com</div>	<div>■ TRANSACTION CONFIRMATIONS</div>	<div>Clean Energy Renewable Fuels, LLC</div> <div>ATTN: Jen Komonchak</div> <div>TEL#: (949) 437-1251</div> <div>EMAIL: jen.komonchak@cleanenergyfuels.com</div>
<div>ACCOUNTING INFORMATION</div>		
<div>City of Gardena GTrans</div> <div>ATTN: Charles Santos</div> <div>TEL#: (310)965-8839</div> <div>EMAIL: csantos@gardenabus.com</div>	<div>■ INVOICES</div> <div>■ PAYMENTS</div> <div>■ SETTLEMENTS</div>	<div>Clean Energy Renewable Fuels, LLC</div> <div>ATTN: Jen Komonchak</div> <div>TEL#: (949) 437-1251</div> <div>EMAIL: jen.komonchak@cleanenergyfuels.com</div>
<div>BANK: _____</div> <div>ABA: _____ ACCT: _____</div> <div>OTHER DETAILS: _____</div>	<div>WIRE TRANSFER NUMBERS (IF APPLICABLE)</div>	<div>BANK: _____</div> <div>ABA: _____ ACCT: _____</div> <div>OTHER DETAILS: _____</div>
<div>BANK: _____</div> <div>ABA: _____ ACCT: _____</div> <div>OTHER DETAILS: _____</div>	<div>ACH NUMBERS (IF APPLICABLE)</div>	<div>BANK: _____</div> <div>ABA: _____ ACCT: _____</div> <div>OTHER DETAILS: _____</div>
<div>ATTN: _____</div> <div>ADDRESS: _____</div>	<div>CHECKS (IF APPLICABLE)</div>	<div>ATTN: Clean Energy Renewable Fuels, LLC</div> <div>ADDRESS: 4675 MacArthur Ct, Suite 800 Newport Beach, CA 92660</div>

Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

Section 1.2 Transaction Procedure <input type="checkbox"/> Oral (default) OR <input checked="" type="checkbox"/> Written	Section 10.2 Additional Events of Default <input checked="" type="checkbox"/> No Additional Events of Default (default) <input type="checkbox"/> Indebtedness Cross Default <input type="checkbox"/> Party A: _____ <input type="checkbox"/> Party B: _____ <input type="checkbox"/> Transactional Cross Default <u>Specified Transactions:</u> _____ _____
Section 2.7 Confirm Deadline <input checked="" type="checkbox"/> 2 Business Days after receipt (default) OR <input type="checkbox"/> 5 Business Days after receipt	
Section 2.8 Confirming Party <input checked="" type="checkbox"/> Seller (default) OR <input type="checkbox"/> Buyer <input type="checkbox"/> _____	
Section 3.2 Performance Obligation <input checked="" type="checkbox"/> Cover Standard (default) OR <input type="checkbox"/> Spot Price Standard	Section 10.3.1 Early Termination Damages <input type="checkbox"/> Early Termination Damages Apply (default) OR <input checked="" type="checkbox"/> Early Termination Damages Do Not Apply
Note: The following Spot Price Publication applies to both of the immediately preceding.	
Section 2.31 Spot Price Publication <input checked="" type="checkbox"/> Gas Daily Midpoint (default) OR <input type="checkbox"/> _____	Section 10.3.2 Other Agreement Setoffs <input checked="" type="checkbox"/> Other Agreement Setoffs Apply (default) <input checked="" type="checkbox"/> Bilateral (default) <input type="checkbox"/> Triangular OR <input type="checkbox"/> Other Agreement Setoffs Do Not Apply
Section 6 Taxes <input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point (default) OR <input type="checkbox"/> Seller Pays Before and At Delivery Point	
Section 7.2 Payment Date <input checked="" type="checkbox"/> 25 th Day of Month following Month of delivery (default) OR <input type="checkbox"/> Day of Month following Month of delivery	Section 15.5 Choice Of Law <u>California</u>
Section 7.2 Method of Payment <input type="checkbox"/> Wire transfer (default) <input type="checkbox"/> Automated Clearinghouse Credit (ACH) <input checked="" type="checkbox"/> Check	Section 15.10 Confidentiality <input type="checkbox"/> Confidentiality applies (default) OR <input checked="" type="checkbox"/> Confidentiality does not apply
Section 7.7 Netting <input checked="" type="checkbox"/> Netting applies (default) OR <input type="checkbox"/> Netting does not apply	
<input checked="" type="checkbox"/> Special Provisions: Number of pages: 1 <input type="checkbox"/> Addendum(s):	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

City of Gardena	PARTY NAME	Clean Energy Renewable Fuels, LLC
By: _____	SIGNATURE	By: <u>Robert M. Vreeland</u>
Tasha Cerda	PRINTED NAME	Robert M. Vreeland
Mayor	TITLE	Chief Financial Officer

General Terms and Conditions

Base Contract for Sale and Purchase of Natural Gas

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Additional Event of Default" shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

- 2.3. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.
- 2.4. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.
- 2.5. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).
- 2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.
- 2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.
- 2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.9. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.
- 2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.11. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.
- 2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.
- 2.14. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.16. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.
- 2.17. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.
- 2.18. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.19. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.20. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.21. "Guarantor" shall mean any entity that has provided a guaranty of the obligations of a party hereunder.
- 2.22. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.23. "Indebtedness Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.

- 2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.
- 2.25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.
- 2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.
- 2.28. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.
- 2.29. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.
- 2.30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.
- 2.31. "Spot Price " as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.
- 2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.
- 2.33. "Transactional Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.
- 2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.
- 2.35. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION 3. PERFORMANCE OBLIGATION

- 3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.

Cover Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

Spot Price Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is

not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Supper Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.

Early Termination Damages Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early

Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

Early Termination Damages Do Not Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

Other Agreement Setoffs Apply:

Bilateral Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

Triangular Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

Other Agreement Setoffs Do Not Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall

cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. **NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.**

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

Letterhead/Logo	Date: _____, _____ Transaction Confirmation #: _____	
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.		
SELLER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	BUYER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	
Contract Price: \$_____/MMBtu or _____		
Delivery Period: Begin: _____, _____ End: _____, _____		
Performance Obligation and Contract Quantity: (Select One)		
Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller	Interruptible: Up to _____ MMBtus/day
Delivery Point(s): _____ (If a pooling point is used, list a specific geographic and pipeline location):		
Special Conditions: 		
Seller: _____ By: _____ Title: _____ Date: _____	Buyer: _____ By: _____ Title: _____ Date: _____	

**SPECIAL PROVISIONS ATTACHED TO AND FORMING PART OF
THE BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS**

Dated _____

by and between

City of Gardena

and

Clean Energy Renewable Fuels, LLC

These Special Provisions shall supplement and, where applicable, modify and supersede, the Base Contract for Sale and Purchase of Natural Gas (the “Base Contract”) by and between City of Gardena and Clean Energy Renewable Fuels, LLC. Capitalized terms used but not defined in these Special Provisions shall have the meanings ascribed to them in the Base Contract. Sections referenced in these Special Provisions refer to a Section of the General Terms and Conditions of the Base Contract, unless stated otherwise.

SECTION 1. PURPOSE AND PROCEDURES

Delete Section 1.4 in its entirety.

SECTION 15. MISCELLANEOUS

Delete Section 15.10 in its entirety.

IN WITNESS WHEREOF, the parties have executed these Special Provisions to supplement and, where applicable, to modify and supersede, the Base Contract by and between the parties.

CLEAN ENERGY RENEWABLE FUELS, LLC

CITY OF GARDENA

By: Robert M. Vreeland

Name: Robert M. Vreeland

Title: Chief Financial Officer

By: _____

Name: Tasha Cerda

Title: Mayor

**TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY**

	Date: _____ Transaction Confirmation #: <p style="text-align: center;">COG001-TC01</p>			
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding upon execution by the parties.				
SELLER: Clean Energy Renewable Fuels, LLC Attn: Jen Komonchak Phone: 949-437-1251 Base Contract No. COG001	BUYER: City of Gardena Attn: Dana Pynn Phone: (310) 965-8811			
Contract Price: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; padding: 5px;">Contract Price (\$/MMBtu)</th> </tr> <tr> <td style="padding: 10px;"> The “Contract Price” (per MMBtu) means the First of the Month Index Price for Monthly Deliveries at the Delivery Point as published by the McGraw-Hill Companies, or any successor-in-interest thereto, in the Platt publication, <i>Inside FERC Gas Market Report</i>, first of month publication, under the table “Market Center Spot Prices”, for the delivery Month under the column “Index”, under the table “South Louisiana”, in the row labeled “Henry Hub”. </td> </tr> </table>		Contract Price (\$/MMBtu)	The “ Contract Price ” (per MMBtu) means the First of the Month Index Price for Monthly Deliveries at the Delivery Point as published by the McGraw-Hill Companies, or any successor-in-interest thereto, in the Platt publication, <i>Inside FERC Gas Market Report</i> , first of month publication, under the table “Market Center Spot Prices”, for the delivery Month under the column “Index”, under the table “South Louisiana”, in the row labeled “Henry Hub”.	
Contract Price (\$/MMBtu)				
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<p>Delivery Period: The Delivery Period shall begin on the Start Date (as defined below) and end on the two (2) year anniversary of the Start Date, provided that upon the mutual written agreement of the Parties, the Delivery Period may be extended for three (3) additional one (1) year options.</p> <p>The “<u>Start Date</u>” shall be (a) within forty-five (45) days following the day this Transaction Confirmation is executed by Seller and Buyer, and (b) reasonably determined by Seller and stated in a written notice (email to suffice) provided by Seller to Buyer at least five (5) days in advance.</p>				
<p>Performance Obligation and Contract Quantity: (Select One)</p> <table style="width: 100%;"> <tr> <td style="width: 33%; vertical-align: top;"> Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP </td> <td style="width: 33%; vertical-align: top;"> Firm (Variable Quantity): 0 MMBtus/day Minimum 155 MMBtus/day Maximum (“Max Daily Quantity”) </td> <td style="width: 33%; vertical-align: top;"> Interruptible: Up to _____ MMBtus/day. </td> </tr> </table> <p>Performance Obligation: During each month of the Delivery Period of this Transaction Confirmation, Seller will deliver to Buyer, and Buyer will purchase, Biogas in identical corresponding volumes to Seller’s purchases of Conventional Gas (as defined below) from Buyer under Transaction Confirmation # COG001-TC02 (between the parties and dated _____) during such month.</p>		Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP	Firm (Variable Quantity): 0 MMBtus/day Minimum 155 MMBtus/day Maximum (“ Max Daily Quantity ”)	Interruptible: Up to _____ MMBtus/day.
Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP	Firm (Variable Quantity): 0 MMBtus/day Minimum 155 MMBtus/day Maximum (“ Max Daily Quantity ”)	Interruptible: Up to _____ MMBtus/day.		

The Variable Quantity shall be made up of Biogas. Buyer acknowledges that the delivered quantities of Biogas will fluctuate and agrees to receive all Biogas, up to the Max Daily Quantity. Seller shall be the exclusive provider of Biogas to Buyer at the Delivery Point during the Delivery Period.

Buyer and Seller acknowledge and agree that there is no minimum amount of Biogas that will be delivered by Seller to the Delivery Point during the Delivery Period and that Seller shall determine, in Seller's sole discretion, the amount of Biogas Seller delivers to the Delivery Point.

Delivery Point: The Delivery Point shall be Buyer's Southern California Gas Company ("SoCalGas") meter interconnect at Buyer's California compressed natural gas ("CNG") station listed in Exhibit A ("**Station**"), which is attached hereto and incorporated herein by reference.

Definitions:

"Advanced Biofuel" means a renewable fuel as set forth in the EPA RFS program (40 C.F.R. § 80.1401 (2012)), other than ethanol derived from corn starch, and which must achieve a Lifecycle Greenhouse Gas Emission displacement of fifty percent (50%) compared to the baseline Lifecycle Greenhouse Gas Emissions.

"Alternative Fuel" means any transportation fuel that is not California reformulated gasoline or a diesel fuel, including but not limited to, those fuels specified in the California Low Carbon Fuel Standard (Cal. Code Regs. tit. 17, § 95480.1(a)(12) (2010)).

"Blue Gas LCFS Credits" means LCFS Credits which are generated by Seller when Conventional Gas is dispensed from the Station as a Blue Gas Vehicle Fuel.

"Blue Gas Vehicle Fuel" means CNG derived from Conventional Gas and used in transportation vehicles.

"Biogas" or **"RNG"** means pipeline quality Gas derived from the decomposition of organic matter that meets the EPA RFS eligibility requirements as either an Advanced Biofuel or Cellulosic Biofuel.

"CARB" means the California Air Resources Board or its successor agency and policies established under the California Low Carbon Fuel Standard Regulation, (Cal. Code Regs. tit. 17, §§ 95480 – 90 (2010).), (collectively, the **"LCFS"**) applying to any transportation fuel that is sold, supplied, or offered for sale in California.

"Cellulosic Biofuel" means a renewable fuel derived from any cellulose, hemi-cellulose or lignin that has lifecycle greenhouse gas emissions that are at least sixty percent (60%) less than the Baseline Lifecycle Greenhouse Gas emissions (as set forth in the EPA RFS program (40 C.F.R. § 80.1401 (2012))).

"CI" or **"Carbon Intensity"** means the quantity of life cycle greenhouse gas emissions, per unit of fuel energy, expressed in grams of carbon dioxide equivalent per megajoule (gCO₂e/ML) as defined in the LCFS (as amended or replaced with a subsequent program).

"Conventional Gas" means Gas other than Biogas.

"Disqualified Biogas" means Gas that was initially determined by the parties upon delivery to be Biogas but subsequently becomes disqualified as Biogas by not satisfying the requirements of the EPA Renewable Fuels Standard or the CARB LCFS.

"EPA" means the United States Environmental Protection Agency.

“EPA Renewable Fuels Standard” or **“EPA RFS”** means the renewable energy program and policies established by the Environmental Protection Agency and published on March 26, 2010 (at 75 Fed. Reg. 14670) and which became effective on July 1, 2010.

“First Fuel Reporting Entity” means the first entity responsible for reporting in the LRT-CBTS (LCFS reporting tool-credit and banking transfer system) for a given amount of fuel. This is the entity that initially holds the status as the fuel reporting entity and the credit or deficit generator but may transfer either status pursuant to sections 95483 or 95483.1.

“Green Attributes” means any and all attributes, including Lifecycle Greenhouse Gas Emissions, associated with the production, sale and use of Biogas as an Advanced Biofuel, Cellulosic Biofuel, low carbon fuel or Alternative Fuel as necessary to generate or claim applicable CARB LCFS Credits and EPA RINs.

“Greenhouse Gas” means carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydrofluorocarbons, perfluorocarbons, sulphur hexafluoride, or any other substance or combination of substances that may become regulated or designated as Greenhouse Gases under any federal, state or local law or regulation, or any emission reduction registry, trading system, or reporting or reduction program for Greenhouse Gas emission reductions that is established, certified, maintained, or recognized by any international, governmental (including U.N., federal, state, or local agencies), or non-governmental agency from time to time, in each case measured in increments of one metric tonne of carbon dioxide equivalent.

“Governmental Authority” means any federal, state, local, or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority. Governmental Authority includes, without limitation, the EPA, CARB and the California Public Utilities Commission or its successor agency.

“Incremental LCFS Credits” means the number of LCFS Credits generated from the use of Biogas Vehicle Fuel that exceed the number of LCFS Credits (if any) that would have been generated using the lesser of: (a) the CI of the default CNG pathway used for Conventional Gas; or (b) the compliance curve set by CARB: “Benchmarks for Diesel Fuel and Fuels used as a Substitute for Diesel Fuel” (as defined from time to time in Title 17 of the California Code of Regulations for the Low Carbon Fuel Standard).

“Lifecycle Greenhouse Gas Emissions” means the aggregate quantity of Greenhouse Gas emissions (including direct emissions and significant indirect emissions from land use changes), as determined by the EPA RFS or CARB, related to the full fuel lifecycle, including all stages of fuel and feedstock production and distribution, from feedstock generation or extraction through the distribution and delivery and use of the finished fuel to the ultimate consumer, where the mass values for all greenhouse gases are adjusted to account for their relative global warming potential.

“LCFS Account” means an account containing an entity’s LCFS Credits, established and maintained in accordance with the LCFS.

“Low Carbon Fuel Standard Credits” or **“LCFS Credits”** shall mean credits generated and traded under the California Air Resources Board Low Carbon Fuel Standard, with each credit equal to one metric tonne of Carbon Dioxide reductions as compared to the baseline CO₂ emissions under the Low Carbon Fuel Standard.

“LCFS Credits Resale Price” shall be calculated by reference to the volume weighted average price of all LCFS Credits of the same annual and quarterly vintage realized by Seller within the same calendar quarter.

“LRT” means the reporting tool established in accordance with LCFS and required by CARB to submit annual compliance and quarterly progress reports and track LCFS Credits.

“Renewable Identification Number” or **“RIN”** is a number generated to represent a volume of renewable fuel as set forth in Regulation of Fuels and Fuel Additives: Changes to Renewable Fuel Standard Program, 75 Fed. Reg. 16484 (March 26, 2010) (codified at 40 C.F.R. § 80.1425 (2011); 40 C.F.R. § 80.1426 (2012)).

“**RIN Resale Price**” shall be calculated by reference to the volume weighted average price of all RINs which is realized by Seller that were generated within the same calendar month.

“**Vehicle Fuel**” means CNG or liquefied natural gas (LNG) derived from Gas and used in transportation vehicles.

Special Conditions:

1. Representations.

(a) Buyer represents that it shall process all Biogas purchased from Seller hereunder into Vehicle Fuel which shall be distributed as Vehicle Fuel through Buyer’s Station.

(b) When applicable, Buyer represents that it is not aware of any reason that would cause the Blue Gas LCFS Credits not to comply with the LCFS.

2. Records and Documentation Related to Biogas and RIN and LCFS Credits Creation.

(a) Buyer shall provide Seller with a copy of its natural gas invoices related to the Delivery Point for the prior month (when such prior month is during the term of this Transaction Confirmation) between the 10th and 20th day of each month.

Notwithstanding anything to the contrary in this Transaction Confirmation, in the event Seller does not receive the invoice within the time period identified above, Seller shall: (1) not have any obligation to Buyer to make any payment to Buyer (including, without limitation, the Seller’s Payment) which relates to the month in which it did not receive a corresponding natural gas invoice (the “**Missed Month**”); (2) not have any obligation to supply Biogas during the Missed Month, and therefore, shall not generate any credits (neither RINs nor LCFS Credits); and (3) treat such Missed Month as if Seller, sold and Buyer, purchased 0 MMBtus of Biogas during such month and such treatment shall not be considered a breach of any of the obligations of Seller pursuant to this Transaction Confirmation. In the event there are three (3) consecutive Missed Months, Seller may terminate this Transaction Confirmation, based on Buyer’s default, upon a written notice to Buyer which shall specify the effective date of termination.

This obligation to provide the relevant invoice(s) shall survive the termination or expiration of this Transaction Confirmation until the last day of the full calendar month following the month in which this Transaction Confirmation expired or terminated. Buyer shall maintain all records relevant to the purchase of Biogas from Seller and use of such Biogas as a Vehicle Fuel in accordance with the requirements of the CARB for the creation and sale of LCFS Credits.

(b) Seller shall maintain records relevant to the production and purchase and sale of Biogas and transportation and distribution of the Biogas purchased hereunder as a Vehicle Fuel as it applies to the creation and sale of LCFS Credits in accordance with the requirements of CARB.

(c) Buyer shall provide reasonable cooperation to Seller with respect to the requirements for the generation of RINS under the EPA RFS including, without limitation, by signing periodic attestations regarding the use of the Biogas sold hereunder as a Vehicle Fuel. Further, on at least a quarterly basis, and at any other time requested by Seller, Buyer shall provide Seller with attestations executed by an authorized officer of Buyer which indicate that the volume of Conventional Gas and Biogas (as applicable) delivered to the Station is consumed as a Vehicle Fuel. Buyer shall provide Seller with such attestations no later than thirty (30) days after Seller’s written request.

3. Hierarchy and Governing Law.

In the event of any inconsistency between the Base Contract and this Transaction Confirmation, this Transaction Confirmation shall govern. The law governing the Base Contract shall apply to this Transaction Confirmation, except to the extent that the EPA RFS and CARB Low Carbon Fuels Standard, together with regulations and decisions promulgated thereunder, are applicable to the purchase and sale of Biogas.

4. CARB LCFS Fuel Reporting Entity Status.

Pursuant to the California Code of Regulations for the Low Carbon Fuel Standard, Seller will retain the Low Carbon Fuel Standard (LCFS) First Fuel Reporting Entity status as set forth in Title 17, California Code of Regulations in § 95483 with respect to all Biogas sold by Seller to Buyer hereunder (the “Purchased Biogas”).

Buyer will elect to not be the First Fuel Reporting Entity for Conventional Gas (referred to as “Fossil CNG” in the California Code of Regulations in §§ 95483) as set forth in Title 17, California Code of Regulations in § 95483, and designates Seller as the First Fuel Reporting Entity for Conventional Gas under the California Air Resources Board as set forth in Title 17, California Code of Regulations § 95480.3 with respect to all Conventional Gas purchased by Buyer at the Delivery Point during the Delivery Period (the “Purchased Conventional Gas”).

Buyer and Seller agree that: (A) for Conventional Gas, the original First Fuel Reporting Entity (Buyer) per subsections (1)(A) through (1)(E) will not generate credits or deficits in the LCFS and will instead provide the amount of fuel dispensed, and other required information pursuant to sections 95483.2(b)(8), 95491 and 95491.1, to the contractually designated entity (Seller) for the purpose of LCFS reporting and credit or deficit generation; and (B) the contractually designated entity (Seller) accepts all LCFS responsibilities as the First Fuel Reporting Entity for Conventional Gas and as a credit or deficit generator, as applicable.

Any deficits generated based on Seller’s status as the First Fuel Reporting Entity for the Purchased Biogas or the Purchased Conventional Gas shall be deemed to be Buyer’s sole financial responsibility; and therefore, in the event any deficits are generated based on Seller’s status as the First Fuel Reporting Entity for the Purchased Biogas or the Purchased Conventional Gas, notwithstanding anything to the contrary in this Transaction Confirmation or the Base Contract, Seller may: (1) offset any deficits with Incremental LCFS Credits or other LCFS Credits generated by Seller based on the Purchased Biogas and Purchased Conventional Gas (if any), a portion or all of which would have been paid to Buyer pursuant to the Seller’s Payment; and/or (2) purchase LCFS Credits equal to the deficit with Buyer being financial responsible (Seller will invoice Buyer) for all costs incurred by Seller to purchase such LCFS Credits (including, without limitation, the price per LCFS Credit paid by Seller to the applicable third party credit seller multiplied by the number of LCFS Credits that need to be purchased to satisfy the deficit); and/or (3) invoice Buyer for all amounts (including, without limitation, any attorney’s fees or broker fees) Seller incurred based on such deficit(s). Buyer shall remit payment to Seller within fifteen (15) days of its receipt of a Seller invoice pursuant to this Section. Buyer shall be deemed to have received an invoice from Seller three (3) days after the invoice is sent to Buyer.

5. LCFS Credit and RIN Sales.

(a) Seller shall remit payments to Buyer as described in this Transaction Confirmation and **Exhibit B**, Payment Schedule.

(b) Buyer acknowledges that Seller and/or its affiliates will act as a principal with respect to their own LCFS Credits and/or as an agent with respect to LCFS Credits generated and/or sold hereunder and Buyer hereby waives any claim against Seller and/or its affiliates based on any conflict of interest or alleged conflict of interest of Seller and/or its affiliates with respect to the manner, price or terms of the sale of any of the LCFS Credits generated and/or sold hereunder. Seller and /or its affiliates and control persons shall owe no fiduciary obligation to Buyer with respect to the LCFS Credits generated and sold. Seller and its affiliate’s sole obligation with respect to the sale of LCFS Credits generated and/or sold in this transaction shall be to use commercially reasonable efforts to sell such credits alongside other LCFS Credits that Seller and/or its affiliates may market or sell based on the calendar quarter in which such credits are generated.

(c) Buyer acknowledges that Seller and/or its affiliates will act as a principal with respect to their own RINs and/or as an agent with respect to RINs generated and/or sold hereunder and Buyer hereby waives any claim against Seller and/or its affiliates based on any conflict of interest or alleged conflict of interest of Seller and/or its affiliates with respect to the manner, price or terms of the sale of any of the RINs generated and/or sold hereunder. Seller and/or its affiliates and control persons shall owe no fiduciary obligation to Buyer with respect to the RINs generated and sold. Seller and its affiliate's sole obligation with respect to the sale of RINs generated and/or sold in this transaction shall be to use commercially reasonable efforts to sell such credits alongside other RINs that Seller and/or its affiliates may market or sell based on the calendar month in which such credits are generated.

6. Consultant Support.

Buyer and Seller shall work with Seller's consultant and/or RIN quality assurance plan (QAP) provider to ensure that it has created documentation necessary for Biogas and RIN creation in compliance with EPA requirements and LCFS Credit creation in compliance with CARB requirements.

7. Regulatory Hinderance.

In the event that: (a) the RFS and/or LCFS are materially modified, repealed, stayed, enjoined, or end prior to the end of the Delivery Period; or (b) a regulatory change (1) makes the sale of the Biogas and conversion thereto into vehicle fuel and the coincident generation of RINs and/or LCFS Credits illegal or impossible, or (2) hinders Seller's performance of its obligations under this Transaction Confirmation; (each event shall be referred to as a "**Regulatory Hinderance**"), then Buyer and Seller shall work together to renegotiate the affected terms of this Transaction Confirmation. If Buyer and Seller do not agree on an amendment to the Transaction Confirmation within sixty (60) days from the date the Seller initiated renegotiation, then either Buyer or Seller shall have the right to terminate the Transaction Confirmation. In the event of termination, the process described in Section 10.3 of the Base Contract shall be followed except that (y) references therein to the "Defaulting Party" and to the "Non-Defaulting Party" will be deemed references to Buyer and to Seller, respectively, and (z) no early termination damages will apply to the termination, and therefore, the process described in "Early Termination Damages Do Not Apply" in Section 10.3.1 of the Base Contract shall be followed. As used herein, "**Biogas Supply Source**" means a third party who sells Biogas to Seller which Seller sells to Buyer hereunder.

8. Environmental Attributes and Alternative Fuel Credit

Buyer is not entitled to any RINS, LCFS Credits generated from Biogas provided under this Transaction Confirmation, or other environmental attributes that may be attributed to or generated from the Biogas delivered under this Transaction Confirmation other than as specifically stated herein. Seller's retention and/or sale of RINS and/or LCFS Credits generated from the Biogas delivered under this Transaction Confirmation shall not limit Buyer's ability to report the purchase of Biogas and applicable reductions in greenhouse gases or emissions directly associated with the use of Biogas in its transportation fleet. Seller represents and warrants that no other entity is entitled to claim the reductions in greenhouse gases or emissions directly associated with the use of the Biogas provided hereunder as a transportation fuel other than Buyer.

As between the parties, to the extent available, Buyer shall be solely entitled to claim 100% of the federal Alternative Fuel Credit (defined below) revenue as allowed or may be allowed under Sections 6426 and 6427 of the Internal Revenue Code of 1986 ("Alternative Fuel Credit"), as may be amended, for each gasoline gallon equivalent of Conventional Gas or Biogas dispensed from the Station. The parties agree that Buyer will be considered the "Alternative Fueller" as defined in Proposed Treasury Regulation Section 48-6426-1 and is responsible for remitting any federal or state fuel taxes, if any, imposed on the subsequent sale or use of such fuel.

9. Adjustment for Disqualified Biogas

In addition to other remedies available under the Base Contract and hereunder, if Gas sold by Seller and purchased by Buyer hereunder originally deemed to be Biogas becomes classified as Disqualified Biogas and such disqualification did not occur based on an act or omission of Seller, Seller will be entitled to a refund of any payment

made to Buyer which is related to such Gas. This obligation shall survive the termination or expiration of this Transaction Confirmation.

10. Failure to Produce Vehicle Fuel

In addition to all other remedies under the Base Contract and hereunder, if Gas sold by Seller and purchased by Buyer hereunder originally deemed to be Biogas is not processed into a Vehicle Fuel, Seller will be entitled to a refund of any payment made to Buyer for the volume of Biogas that was not processed into a Vehicle Fuel. Further, if any Purchased Conventional Gas is not processed into a Vehicle Fuel, Seller will be entitled to a refund of any payment made to Buyer which relates to the volume of Purchased Conventional Gas that was not processed into a Vehicle Fuel. This obligation shall survive the termination or expiration of this Transaction Confirmation.

11. Further Assurances

Each party will provide the other party such cooperation, additional documentation, certifications or other information as may be reasonably necessary to carry out the purposes of this Transaction Confirmation (including pursuant to any audit of this Transaction Confirmation by a Governmental Authority) and in order for title to the conveyed Green Attributes to vest in the Seller in connection with the purchase and sale of the Contract Quantity of Biogas.

12. AB 32

Effective January 2015, transportation fuel suppliers in California are subject to the Cap and Trade regulations under AB 32. AB 32 requires fuel suppliers to purchase compliance instruments if the total amount of greenhouse gas (GHG) emissions from fuel they supply in California exceeds 25,000 MTC02e per year. Seller will pass through any applicable AB 32 compliance costs for non-exempt gas purchased hereunder to Buyer.

Seller: Clean Energy Renewable Fuels, LLC

Buyer: City of Gardena

By: Robert M. Vreeland

By: _____

Name: Robert M. Vreeland

Name: Tasha Cerda

Title: Chief Financial Officer

Title: Mayor

Date: 8/2/2024

Date: _____

EXHIBIT A

CNG Station Location(s)			
Street Address	City and State	Local Distribution Channel	Meter Number
13999 S Western Ave	Gardena, CA	SoCalGas	000015849007

EXHIBIT B**Payment Schedule**

Calendar Year	RNG MMBtu	CI Number Used by Seller to Determine Payment to Buyer. (This CI Number is allocated at the gas meter for the determination of payment to Buyer regardless of the actual CI of the RNG supplied.)	LCFS Compliance Curve CI	Number of Incremental LCFS Credits generated per RNG MMBtu based on corresponding CI number (as shown in this table) for such RNG ("LCFS Credit Generation Rate")	Buyer Percentage of LCFS Credit Generation Rate	Number of RINs generated per RNG MMBtu ("RIN Generation Rate")	Buyer Percentage of RIN Credit Generation Rate
2024	1	48	87.89	0.02973267	60%	11.727	10%
2025	1	48	86.64	0.02738150	60%	11.6395	10%
2026	1	48	85.38	0.02522085	60%	11.6395	10%
2027*	1	48	84.13	0.02307736	60%	11.6395	10%
2028*	1	48	82.87	0.02091671	60%	11.6395	10%
2029*	1	48	81.62	0.01877322	60%	11.6395	10%

*If the Delivery Period is extended by the parties pursuant to the Delivery Period section of this Transaction Confirmation

Terms and Conditions:

- Within thirty (30) days of Seller's receipt of payment for all RINs generated during the prior month, Seller will pay Buyer the **"RIN Payment"** which is described below:

$$[[\text{applicable Calendar Year Buyer Percentage of RIN Credit Generation Rate as shown in the table above}] \times (11.727 \times [(\text{cumulative Gas MMBtus dispensed from the Stations (as determined in accordance with Seller's LCFS and RFS compliance protocol) during the applicable calendar month where such month is within the Delivery Period})] \times [\text{RIN Resale Price}])]$$
- Within thirty (30) days of Seller's receipt of payment for all LCFS Credits generated during the prior calendar quarter, Seller will pay Buyer the **"LCFS Payment"** which is described below:

$$[\text{LCFS Credits Resale Price}] \times [(\text{applicable Calendar Year Buyer Percentage of LCFS Credit Generation Rate as shown in the table above}) \times [(\text{applicable LCFS Credit Generation Rate}) \times ((\text{cumulative Gas MMBtus dispensed from the Stations (as determined in accordance with Seller's LCFS and RFS compliance protocol) during the applicable calendar quarter where such calendar quarter is within the Delivery Period})]]]$$
- The RIN Payment and the LCFS Payment shall collectively be referred to as the **"Seller Payment"** or **"Seller's Payment"**. Specifically, and only, for the purposes of determining the Seller Payment, and subject to Buyer's compliance with Section 2(a) of the Special Conditions, all Gas supplied to the Stations is deemed to be RNG with the applicable CI Number shown in the table above for the applicable calendar year. Buyer acknowledges and agrees that the CI for the actual Biogas supplied by Seller to Buyer pursuant to this Transaction Confirmation will vary over the Delivery Period, however, the CI number used to determine the Seller Payments will not vary from the applicable numbers described above, except in the event of a Missed Month as described in Section 2(a) of the Special Conditions.

- (4) In the event CARB modifies the LCFS CI benchmarks for diesel during the term of this Transaction Confirmation, the numbers above shall be proportionally adjusted by Seller to maintain the economic intent of the parties as of the day they entered into this Transaction Confirmation. Upon the determination of such adjustment by Seller, Seller shall provide Buyer with a new table which upon Seller's transmission of such updated table to Buyer shall be deemed to automatically supersede and replace the table above.

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

	Date: _____ Transaction Confirmation #: <p style="text-align: center;">COG001-TC02</p>			
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding upon execution by the parties.				
SELLER: City of Gardena Attn: Dana Pynn Phone: (310) 965-8811	BUYER: Clean Energy Renewable Fuels, LLC Attn: Jen Komonchak Phone: 949-437-1251 Base Contract No. COG001			
Contract Price: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Contract Price (\$/MMBtu)</td> </tr> <tr> <td style="padding: 5px;"> The “Contract Price” (per MMBtu) means the First of the Month Index Price for Monthly Deliveries at the Delivery Point as published by the McGraw-Hill Companies, or any successor-in-interest thereto, in the Platt publication, <i>Inside FERC Gas Market Report</i>, first of month publication, under the table “Market Center Spot Prices”, for the delivery Month under the column “Index”, under the table “South Louisiana”, in the row labeled “Henry Hub”. </td> </tr> </table>		Contract Price (\$/MMBtu)	The “ Contract Price ” (per MMBtu) means the First of the Month Index Price for Monthly Deliveries at the Delivery Point as published by the McGraw-Hill Companies, or any successor-in-interest thereto, in the Platt publication, <i>Inside FERC Gas Market Report</i> , first of month publication, under the table “Market Center Spot Prices”, for the delivery Month under the column “Index”, under the table “South Louisiana”, in the row labeled “Henry Hub”.	
Contract Price (\$/MMBtu)				
The “ Contract Price ” (per MMBtu) means the First of the Month Index Price for Monthly Deliveries at the Delivery Point as published by the McGraw-Hill Companies, or any successor-in-interest thereto, in the Platt publication, <i>Inside FERC Gas Market Report</i> , first of month publication, under the table “Market Center Spot Prices”, for the delivery Month under the column “Index”, under the table “South Louisiana”, in the row labeled “Henry Hub”.				
Delivery Period: The Delivery Period shall commence on the first (1 st) day of the Delivery Period of Transaction Confirmation # COG001-TC01, between the parties and dated _____, and shall end on the last day of the Delivery Period of Transaction Confirmation # COG001-TC01, by and between Buyer and Seller.				
Performance Obligation and Contract Quantity: (Select One) <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 33%; vertical-align: top;"> Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP </td> <td style="width: 33%; vertical-align: top;"> Firm (Variable Quantity): 0 MMBtus/day Minimum <u>155</u> MMBtus/day Maximum </td> <td style="width: 33%; vertical-align: top;"> Interruptible: Up to _____ MMBtus/day. </td> </tr> </table> <p style="margin-top: 10px;"> <u>Performance Obligation:</u> During every month of the Delivery Period of this Transaction Confirmation, Buyer will purchase, and Seller will be obligated to sell, Gas in identical corresponding volumes to Seller’s purchases of Biogas (as defined in Transaction Confirmation # COG001-TC01) from Buyer under Transaction Confirmation # COG001-TC01 during such month. </p>		Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP	Firm (Variable Quantity): 0 MMBtus/day Minimum <u>155</u> MMBtus/day Maximum	Interruptible: Up to _____ MMBtus/day.
Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP	Firm (Variable Quantity): 0 MMBtus/day Minimum <u>155</u> MMBtus/day Maximum	Interruptible: Up to _____ MMBtus/day.		
Delivery Point: The Delivery Point shall be Seller’s Southern California Gas Company (“SoCalGas”) meter interconnect at Seller’s California compressed natural gas (“ <u>CNG</u> ”) station listed in <u>Exhibit A</u> , which is attached				

hereto and incorporated herein by reference, at which point title to the Gas sold by Seller to Buyer under this Transaction Confirmation will transfer from Seller to Buyer.

Special Conditions:

1. Hierarchy and Governing Law. In the event of any inconsistency between the Base Contract and this Transaction Confirmation, this Transaction Confirmation shall govern.

Seller: **City of Gardena**

Buyer: **Clean Energy Renewable Fuels, LLC**

By: _____

By: Robert M. Vreeland

Name: Tasha Cerda

Name: Robert M. Vreeland

Title: Mayor

Title: Chief Financial Officer

Date: _____

Date: 8/2/2024

Exhibit A

CNG Station Location(s)			
Street Address	City and State	Local Distribution Channel	Meter Number
13999 S Western Ave	Gardena, CA	SoCalGas	000015849007