GARDENA CITY COUNCIL

Regular Meeting Notice and Agenda

Council Chamber at City Hall
1700 West 162nd Street, Gardena, California
Website: www.cityofgardena.org

Tuesday, May 11, 2021
Open Session 7:30 p.m.

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

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

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

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

1. VIEW THE MEETING live on SPECTRUM CHANNEL 22 or ONLINE at youtube.com/CityofGardena

2. PARTICIPATE BEFORE THE MEETING by emailing the Deputy City Clerk at bromero@cityofgardena.org by 5:00p.m. on the day of the meeting and write "Public Comment" in the subject line. Comments will be read into the record up to the time limit of three (3) minutes.

3. PARTICIPATE DURING THE MEETING VIA ZOOM WEBINAR

   - Join Zoom Meeting Via the Internet or Via Phone Conference
   - https://us02web.zoom.us/j/89029789464
     Phone number: US: +1 669 900 9128, Meeting ID: 890 2978 9464
   - If you wish to speak live on a specific agenda item during the meeting you, may use the "Raise your Hand" feature during the item you wish to speak on. For Non-Agenda Items, you would be allowed to speak during Oral Communications, and during a Public Hearing you would be allowed to speak when the Mayor opens the Public Hearing. Members of the public wishing to address the City Council will be given three (3) minutes to speak.

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

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

STANDARDS OF BEHAVIOR THAT PROMOTE CIVILITY AT ALL PUBLIC MEETINGS

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

Thank you for your attendance and cooperation

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1. **ROLL CALL**

PUBLIC COMMENT ON CLOSED SESSION

The City Council will hear from the public only on the items that have been described on this agenda (GC §54954.3)

2. **CLOSED SESSION**

3. **PLEDGE OF ALLEGIANCE**

   Ericka Shintaku - San Pedro High School
   Stephanie Tellez - Gardena High School

4. **INVOCATION**

   Presented by Council Member Rodney Tanaka

5. **PRESENTATIONS**

6. **PROCLAMATIONS**

   6.A Public Works Week - May 16, 2021 through May 22, 2021
   PROCLAMATION - Public Works Week 2021.pdf

   6.B Asian American & Pacific Islander Heritage Month
   PROCLAIMED ONLY - AAPI month 2021.pdf

   6.C Safety Seat Checkup Week - May 16 through May 22, 2021
   Proclaim Only-Safety Seat Checkup Week-2021.pdf

   6.D Provider Appreciation Day - May 07, 2021
   PROCLAIMED ONLY - Provider Appreciation Day.pdf

7. **APPOINTMENTS**

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.

8.A Waiver of Reading in Full of All Ordinances Listed on This Agenda and that they Be read by Title Only

8.B Approve Minutes:
Regular Meeting of the City Council, March 23, 2021
Special Closed Session City Council, March 31, 2021
Special Meeting 2nd Virtual Workshop, March 31,2021
CONTACT: CITY CLERK
2021 03-31 Special - Closed Session Minutes Gardena CCMeeting - FINAL.pdf
2021 03-31 Special Meeting - 2nd Virtual Workshop Minutes - FINAL.pdf
2021 03-23 REGULAR Minutes Gardena CC Meeting - FINAL.pdf

8.C Receive and File of Minutes: Planning & Environmental Quality Commission, APRIL 20, 2021
CONTACT: CITY CLERK
April 20 2021 PC Minutes.pdf

8.D Personnel Report No. P-2021-09
CONTACT: HUMAN RESOURCES
PERS RPT P-2021-9 05-11-21.doc

8.E Approval of Warrants/Payroll Register, May 11, 2021
CONTACT: CITY TREASURER
Warrants-Payroll Register Memo 05-11-21.pdf

8.F SECOND READING: ORDINANCE NO. 1828, Amending Section 18.08.010 of the Gardena Municipal Code relating to established zones; amending Chapter 18.58 of the Gardena Municipal Code relating to digital billboards; amending the Zoning Map of the City of Gardena; approving a Specific Plan, including a Site Plan; and approving a Development Agreement with Din/Cal 4, Inc. relating to the development of up to 265 dwelling units
(Introduced by City Council, 4-1 vote, April 27, 2021)
LOCATION: 12850-12900 Crenshaw Boulevard
APPLICANT: Din/Cal 4, Inc.
CONTACT: COMMUNITY DEVELOPMENT DEPARTMENT
CC Ordinance No. 1828 - GTODSP.pdf

8.G RESOLUTION NO. 6512, Reaffirming Proclamation and Resolution No. 6441, which declared the Existence of a Local Emergency
CONTACT: CITY MANAGER
Reso No. 6512 .pdf

8.H RESOLUTION NO. 6513, Amending the list of authorized games and authorizing the play of certain games in licensed card clubs
CONTACT: CITY MANAGER
Reso_No._6513-_Authorized_Gaming_Activities.pdf
Request for Approval Modified Gaming Activity- Hustler Casino.pdf
Request for Approval EZ Bacc Progressive Jackpot Modification (Hustler Casino) - Letter.pdf

9. **EXCLUDED CONSENT CALENDAR**

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

10.A MAY 4, 2021

Receive and File. No action needed.
2021_05_04 PCAX.doc

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.

11. **DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES**

11.A Approve Contract for Animal Sheltering Services with the Society for the Prevention of Cruelty to Animals Los Angeles (spcaLA)

Staff Recommendation: Approve Contract
PSA_Animal_Sheltering_Contract.pdf
20210504132245911.pdf

12. **DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT**

12.A Review of sites inventory for the 2021-2029 6th Cycle Housing Element update

Staff Recommendation: Review, take public testimony, discuss, give staff direction.
Draft Sites Inventory

13. **DEPARTMENTAL ITEMS - ELECTED & ADMINISTRATIVE OFFICES**

13.A COVID-19 Update

14. **DEPARTMENTAL ITEMS - POLICE**

15. **DEPARTMENTAL ITEMS - PUBLIC WORKS**

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

17. **DEPARTMENTAL ITEMS - TRANSPORTATION**

18. **COUNCIL ITEMS**

19. **COUNCIL DIRECTIVES**

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

21. **COUNCIL REMARKS**

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

22. **ANNOUNCEMENT(S)**

23. **REMEMBRANCES**

    23.A **Mr. Stephen Taniform**, 87 years of age, beloved member of the Casimir Gatekeepers Network.

24. **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, May 25, 2021.

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

Dated this 7th day of May, 2021.

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk

PROCLAMATION

Whereas, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Gardena; and

Whereas, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals who are engineers, managers, and employees at all levels of government and the private sector, and who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

Whereas, it is in the public interest for Gardena's citizens and civic leaders to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and

Whereas, the year 2021 marks the 61st Annual National Public Works Week sponsored by the American Public Works and Canadian Public Works Associations.

Now, Therefore, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, do hereby proclaim **MAY 16 through May 22, 2021** to be

NATIONAL PUBLIC WORKS WEEK

in the City of Gardena and call upon all citizens and civic organizations to join in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees to recognize the substantial contributions they make to protect our national health, safety, and quality of life, which so appropriately reflect the 2020 theme:

" Public Works ~ Stronger Together "

Tasha Cerda

MAYOR

DATED: 11th day of May, 2021

TO BE PROCLAIMED ONLY

"ASIAN AMERICAN PACIFIC ISLANDER HERITAGE MONTH"

May 2021

Americans who trace their ancestry to Asia and the Pacific Islands have contributed much to our City, our State, and our Nation. According to 2019 US Census data, the Asian American and Pacific Islanders communities comprise over 25% of the City of Gardena's population.

To honor and celebrate their achievements and contributions that generations of Asian American Pacific Islanders have made to American history, society and culture, Congress, by Public Law 102-45, permanently designated the month of May each year as "Asian/Pacific American Heritage Month."

This year's theme by the Federal Asian Pacific American Council, who represent Asian American & Pacific Islander employees in the Federal and District of Columbia Governments, is "Advancing Leaders Through Purpose-Driven Service," This theme is the start of the new theme series for 2021-2024 highlighting the efforts in "Advancing Leaders."

Their values and commitment to family and community have helped shape and strengthen America; these citizens speak many languages, honor countless traditions, and practice different faiths, but they are bound by a shared commitment to freedom and liberty.

Therefore, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, do hereby proclaim MAY 2021, to be

ASIAN AMERICAN PACIFIC ISLANDER HERITAGE MONTH

in the City of Gardena, and call upon all residents to recognize the significant cultural, economic, leadership and empowerment impact of the citizens of Asian American and Pacific Islander heritage on this nation and state, and the vital role they have played in shaping the cultural diversity of this community.

TO BE PROCLAIMED ONLY

“ SAFETY SEAT CHECK-UP WEEK ”

— MAY 16 through MAY 22, 2021 —

The number one preventable cause of death and injury involving children and young adults is the automobile collision. More than 90 child passengers under the age of fifteen are killed and more than 12,000 injured in automobile collisions in California each year.

More than 90% of child safety seats are used incorrectly and up to 71% of small children killed in vehicle crashes would be alive today if they had been properly restrained in child safety and booster seats.

The State of California requires that all occupants ride restrained properly in safety seats or safety belts with children in the back seat until at least age eight.

SAFETY SEAT CHECK-UP WEEK, MAY 16 through MAY 22, 2021, is sponsored and supported jointly by The California Office of Traffic Safety; Torrance Fire Department; Toyota Motor North America; and SafetyBeltSafe U.S.A.

Therefore, I, Tasha Cerda, Mayor of the City of Gardena, California, hereby proclaim MAY 16 through MAY 22, 2021, to be

SAFETY SEAT CHECK-UP WEEK

and urge all Gardena citizens to make use of all resources available to prevent all passengers, especially innocent children, from suffering unnecessary tragic injury or death as a result of traffic accidents.

TO BE PROCLAIMED ONLY

"PROVIDER APPRECIATION DAY"

May 07, 2021

National Providers Appreciation Day is observed every Friday before Mother's Day, and this year it falls on May 7, 2021. On this day, we celebrate all Family Child Care Providers. Provider Appreciation Day was established in 1995 by Sue Williamson, the past president of The National Association of Family Child Care, and this special day has been celebrated each year after since established.

The City of Gardena is pleased to have 23 Providers that are part of the Gardena Family Child Care Program. These 23 providers currently serve 190 children representing 130 families. They are licensed by the State and provide childcare services in their homes.

On this day, we celebrate and honor all the work that Child Care Providers do every day for parents and families across the country. The COVID-19 crisis has highlighted even more the importance of childcare for children, working parents, and employers. These 23 Gardena Providers completely transformed their program to follow the County health guidelines and diligently worked to keep their childcare environment clean and safe. We must acknowledge the essential workforce Family Child Care Providers represent, and honor their continued commitment to their work.

Therefore, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, do hereby proclaim MAY 07, 2021, to be

PROVIDER APPRECIATION DAY

in the City of Gardena, and call upon all residents to recognize Family Child Care Providers for their significant and important work provided to many families.

MINUTES
Special Closed Session Meeting
City of Gardena City Council
Wednesday, March 31, 2021

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

The Special Closed Session Meeting of the City Council of the City of Gardena, California, was held via Microsoft Teams and was called to order at 5:30 p.m. on Wednesday, March 31, 2021; Mayor Tasha Cerda presiding.

1. ROLL CALL

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

2. PUBLIC COMMENT ON CLOSED SESSION

Mayor Cerda asked if there were any public comments, City Clerk Semenza stated there were none.

At 5:40 p.m., the City Council recessed into Closed Session with the following in attendance: Mayor Tasha Cerda; Mayor Pro Tem Mark E. Henderson; Council Member Art Kaskanian; and Council Member Rodney G. Tanaka. Other City officials and employees present: City Manager Clint Osorio; City Attorney Carmen Vasquez; and Chief Fiscal Officer Ray Beeman.

3. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATORS
Government Code Section 54957.6

Agency Designated Representative:
Clint Osorio, City Manager
Employee Organizations:
Gardena Police Officers Association (GPOA)
Matt Hassholdt, Association President
Gardena Management Employees Organization (GMEO)
Vicky L. Barker, Attorney
Gardena Municipal Employees Association (GMEA)
Fred G. Quiel, Attorney
Confidential / Unrepresented Employees

4. CLOSED SESSION REPORT

When Mayor Cerda asked if there was anything to report from Closed Session, City Attorney Vasquez stated there was none.

5. ADJOURNMENT

At 6:15 p.m., the Mayor Cerda adjourned to a Special Meeting/Workshop of the City Council and Planning Environmental Quality Commission Meeting at 6:00 p.m., on Wednesday, March 31, 2021.

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

APPROVED:

_____
Tasha Cerda, Mayor

By: _____
Becky Romero, Deputy City Clerk

MINUTES
Special Meeting
Gardena City Council and Planning Environmental Quality Commission
Second Virtual Workshop on The City of Gardena's Housing Element
Wednesday, March 31, 2021

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

The Special Meeting of the City Council of the City of Gardena, California, was held via Zoom and was called to order at 6:18 p.m. on Wednesday, March 31, 2021; Mayor Tasha Cerda presiding.

1. ROLL CALL

Present: Mayor Tasha Cerda; Mayor Pro Tem Mark E. Henderson; Council Member Art Kaskanian; Council Member Rodney G. Tanaka; Commissioner Dale Pierce; and Commissioner Stephen Langley. Other City officials and employees present: City Manager Clint Osorio; City Attorney Carmen Vasquez; Assistant City Attorney Lisa Kranitz; Interim Community Development Director Gregg McClain; Senior Planner Amanda Acuna; Senior Planner John F. Signo; Planning Intern Brian Ramirez and City Clerk Mina Semenza.

2. WORKSHOP

Interim Community Development Director Gregg McClain gave a PowerPoint presentation based on the following:

A. CITY OF GARDENA SECOND VIRTUAL WORKSHOP ON THE 6TH CYCLE 2021 – 2029 HOUSING ELEMENT

The City of Gardena will hold its second virtual workshop on the 6th Cycle 2021 – 2029 Housing Element. The Housing Element is a required part of the City's General Plan. State law requires the City to adopt its Housing Element by October 15, 2021. The Housing Element is part of the City's General Plan and provides goals, policies, programs, and strategies for addressing local housing needs.

The workshop is designed to:

- Discuss areas to potentially locate the City's RHNA allocation; and
- Discuss the potential densities of the RHNA allocation areas.

Assistant City Attorney Kranitz, along with Interim CDD Director McClain gave information and answered all of Council's questions.

3. PUBLIC COMMENT

No one from the Public spoke.

4. ADJOURMENT

At 7:22 p.m., Mayor Cerda and Planning Environmental Quality Commission 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, April 13, 2021.

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

APPROVED:

_____
Tasha Cerda, Mayor

By: _____
Becky Romero, Deputy City Clerk

MINUTES
Regular Meeting of the
City of Gardena City Council
Tuesday, March 23, 2021

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

The regular meeting of the City Council of the City of Gardena, California, was held via Zoom and was called to order at 7:30 p.m. on Tuesday, March 23, 2021; Mayor Tasha Cerda presiding.

1. ROLL CALL

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

2. CLOSED SESSION – *No Items*

3. PLEDGE OF ALLEGIANCE

Arrian Rodriguez Salgado led the Pledge of Allegiance. Arrian is an exemplary student who works hard and engages in all zoom lessons. He is motivated and completes all his assignments and truly has demonstrated digital citizenship during distance learning. He is also break out room team lead, where he encourages his peers to meet their maximum potential. Nas'zier Smith, who was scheduled to co-lead the pledge, was not present.

4. INVOCATION

Council Member Rodney G. Tanaka led the Invocation.

5. PRESENTATIONS – *No Items*

6. PROCLAMATIONS

6.A Fair Housing Month – ***was proclaimed by Mayor Cerda. The Proclamation was accepted by Nicandro Nava, their Outreach Coordinator.***

6.B DMV / Donate Life California Month – ***was proclaimed by Mayor Cerda***

7. APPOINTMENTS

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

(a) Human Services Commission
(i) Valerie Loudem – *appointed by Council Member Francis*

(d) Senior Citizens Commission
(i) Linda Barentine – *appointed by Council Member Francis*

(e) Gardena Youth Commission

(i) Luis Lizarraga – *appointed Council Member Francis*

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

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

8. CONSENT CALENDAR

Waiver of Reading in Full of All Ordinances Listed on This Agenda and Thant They Be Read by Title Only

8.A Approve Minutes: Special Meeting of the City Council and Planning Environmental Quality Commission, February 4, 2021
CONTACT: CITY CLERK

8.B Approve Minutes: Regular Meeting of the City Council, February 9, 2021
CONTACT: CITY CLERK

8.C RESOLUTION NO. 6503, Reaffirming Proclamation and Resolution No. 6441, which declared the Existence of a Local Emergency
CONTACT: CITY MANAGER

RESOLUTION NO 6503

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

8.D Approval of Contract with Bartel Associates for the Other Post-Employment Benefits (OPEB) Actuarial Valuations
CONTACT: ADMINISTRATIVE SERVICES

8.E Single Audit Report required for Federally Funded Programs for Fiscal Year ended June 30, 2020
CONTACT: ADMINISTRATIVE SERVICES

8.F RESOLUTION NO. 6502, Authorizing the Application for the Federal Transit Administration's FY2021 Low or No Emission Grant Program
CONTACT: TRANSPORTATION

RESOLUTION NO 6502

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AUTHORIZING THE FILING OF APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23 UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION

8.G Approval of Warrants/Payroll Register, March 23, 2021
CONTACT: CITY TREASURER

March 23, 2021: Wire Transfer: 11985-11989; Prepay: 162454-162460; Check Nos. 162461-162649 – for a total Warrants issued in the amount of $4,193,289.17; Total Payroll Issued for March 12, 2021: $1,420,890.29.

8.H Personnel Report No. P-2021-06
CONTACT: HUMAN RESOURCES

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

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

9. EXCLUDED CONSENT CALENDAR

10. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

10.A March 16, 2021 - ***Meeting Cancelled***

ORAL COMMUNICATIONS

(1) Mary Santamaria, resident, and City of Gardena Rent Mediation Board Member: Asked what the City's general plan was to attract more businesses into the City, especially for Rosecrans.

(2) Wanda Love, President of the Gardena Valley Chamber of Commerce: Asked Council if they will be receiving input from the community as far as what they would like to see be done with the stimulus money that the City is going to receive.

Mayor Cerda indicated that since we normally do not answer the questions being presented during Oral Communications, she asked City Manager Osorio to respond to both speakers due to the subject. 1) City Manager responded by letting Ms. Santa Maria know that she would need to attend a Study Session on the General Plan of the City, because it is a lot of information and could be a very lengthy discussion; and 2) He responded to Ms. Love indicating that the criteria of how we spend the stimulus ($15.5M) hasn't been released, so we won't know how we could allocate the funds; he indicated the funds would be put into a Budget Supplemental Program until we get information on how it can be spent.

11. DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES – *No Items*

12. DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT

12.A Introduction of Ordinance No. 1825

ORDINANCE NO. 1825, Amending the Zoning code making change to Title 18 of the Gardena Municipal Code primarily relating to amenity hotels, but making other changes as well.

ORDINANCE NO 1825

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, MAKING CHANGES TO TITLE 18, ZONING, OF THE GARDENA MUNICIPAL CODE RELATING TO AMENITY HOTELS AND OTHER MINOR REVISIONS

City Manager Osorio presented the Staff Report.

There was a discussion with Mayor, Council, Assistant City Attorney Kranitz and Interim CDD Director McClain regarding the changes that were made to the Ordinance when it was presented at the March 9, 2021 Council Meeting.

PUBLIC SPEAKERS:

(1) Wanda Love voiced her concern regarding parking and how there is a push today to have people use other means of transportation.

(2) Mary Santamaria spoke regarding multi-mobile access and using other means of transportation; she indicated she hopes it continues; she also voiced her concern regarding the parking and was happy to see that the City is generating other types of revenue other than the casinos.

(3) Zahid Ahmed voice his concerns regarding parking and how important it is that we make sure that a hotel does come in because it would attract more development around it; he suggested that the City possibly help the developer with underground parking and talked about door-to-door transit.

Ordinance No. 1825 was Introduced by Mayor Cerda

It was moved by Mayor Cerda, seconded by Council Member Tanaka, and carried by the following roll call vote to Approve Ordinance No. 1825:

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

13. DEPARTMENTAL ITEMS – ELECTED &ADMINISTRATIVE OFFICES

13.A COVID-19 Update

City Manager Osorio presented the update.

Mayor Cerda made an announcement and also directed staff to prepare a resolution that states that "The Gardena City Council stands in solidarity with the Asian American and Pacific Islander ("AAPI") communities and vehemently denounces the violent and discriminatory attacks against AAPI communities; we intend to demonstrate a united front against all forms of intolerance and send a message that any violation will not be left unaddressed." Mayor Pro Tem Henderson seconded the motion.

14. DEPARTMENTAL ITEMS - POLICE

14.A Execution of One-Year Agreement with JL Group, LLC for Background Investigation Services Not to Exceed $77,000

City Manager Osorio presented the Staff Report.

There was a discussion which included Council and Police Chief Mike Saffell regarding the hourly rate, overages, and the premise of the contract is a package deal. Chief Saffell stated that he believes we will not exceed the 4-hour minimum (which is an estimate of time to get the package ready an investigation) that was put in this proposal, it is usually much less. We estimated 25 sworn, 30 civilian and 15 additional screenings, and will not exceed those amounts. Council also commented that even though this company was not the cheapest, when you look at the entire package and the service they will provide, they are the cheapest; Council also thanked staff for making it a competitive opportunity for folks to participate.

PUBLIC SPEAKERS:

(1) Rudy Martinez, resident: Spoke on a number of concerns; he feels staff was not acknowledging when his hand was raised so he could speak; he mentioned that it seemed like our Council was not fully aware of this item and should have more time to review the agenda packet before each meeting; gave positive feedback on the contract; spoke about getting Council more educated; would like to see a Public Health Officer come into the City; and would like to get the source of information that City Manager Osorio provided in his COVID update.

(2) Zahid Ahmed, thought the contract was good; he recommended that adding body camera footage review would add to the quality of service and would provide the best customer service.

Mayor Cerda spoke to Mr. Martinez's comments and stated you will need to raise your hand at the beginning of an item being presented; she also stated that because we follow the Brown Act, we are not allowed to discuss the items being presented on the agenda with one another, it all has to be done in a formal meeting setting. She continued to say that they ask questions so the public can understand what is being approved and responded to the inquiry about the City getting a Public Health Office by saying it is way too expensive.

City Manager Osorio then stated that the Brown Act prohibits Council from discussing these items ahead of time, it protects you for your freedom. He then added that his source of information he is providing in his COVID update is coming from our Los Angeles County Health Officer, who are Emergency Operations Center is in constant contact with in getting the most up to date information.

It was moved by Council Member Kaskanian, seconded by Council Member Francis, and carried by the following roll call vote to Authorize and Execute Contract:

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

15. DEPARTMENTAL ITEMS - PUBLIC WORKS

15.A Approve Award of Construction Management and Inspection Services Contract to Wallace and Associates Consulting, Inc. in the amount of $124,322.00 for the Traffic Signal Reconstruction on Vermont Avenue at Redondo Beach Boulevard and Rosecrans Avenue, JN 930.

City Manager Osorio presented the Staff Report.

There was a discussion which included Council Member Tanaka and Assistant Attorney Kranitz regarding a contract the City entered with ProLogis, who would put a distribution center at the northeast corner of Vermont and Redondo Beach Blvd. and pay us a certain dollar amount to come in and make various improvements to the City.

PUBLIC SPEAKER:

(1) Zahid Ahmed, spoke regarding an article he read implying that Prologis paid the City $630,000 for various improvements at the intersection of Vermont and Redondo Beach Blvd. and its surrounding areas. He continued to say if improvements were going to be made if artificial grass can be used on the medians and gave ideas of how businesses could get involved.

Assistant City Attorney Kranitz stated that ProLogis never moved forward, they never received project entitlements, and the City never received any money from ProLogis.

It was moved by Council Member Tanaka, seconded by Mayor Pro Tem Henderson, and carried by the following roll call vote to Approve Award of Construction Management and Inspection Services Contract to Wallace and Associates Consulting, Inc:

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

16. DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES – *No Items*

17. DEPARTMENTAL ITEMS – TRANSPORTATION – *No Items*

18. COUNCIL ITEMS – *No Items*

19. COUNCIL DIRECTIVES

Council Member Francis

(1) She indicated that she received permission from the Los Angeles County Democratic Party that we could use their version of the resolution we are going to adopt regarding Violence Against Asian Community. Attorney Vasquez asked Council Member Francis to forward the resolution to her and she would put together a draft so it could be adopted at our next Council Meeting.

(2) Asked if we could get a Letter of Support of AB 557, Assembly Muratsuchi is the author, which implements a toll-free hotline for reporting hate crimes that are happening in the State of California; it would also provide documentation; the motion was seconded by Mayor Cerda.

20. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

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

(1) Memo – Analysis of Business License and Revenues Generated Fiscal Year 2019 and 2020 to 2021.

(2) Memo – Services provided by the Gardena Juvenile Justice Intervention Program or GJJIP and the Centinela Youth Services or CYS.

(3) Video - Public Service Announcement; the Recreation and Human Services Department is Hoppy to announce our Bunny Stampeded. Drive-thru event will be held on Saturday, April 3, 2021, from 11 a.m. to 1:00 p.m. Special treats will be provided at Rowley Park, Johnson Park and Freeman Park. A special guest at the Nakaoka Community Center. Special thank you to all our sponsors.

21. COUNCIL REMARKS

(1) COUNCIL MEMBER TANAKA – Since the last meeting, he attended the South Bay Region Communications Board Meeting through Zoom, and the greatest meeting he attended was the COG General Assembly and explained it was a very good day from nine to five that he spent learning about things that are happening now and in the future. The future of mobility, parking issues bring up the aspect of mobility to him, since they are all trying to change the South Bay to slower more efficient transportation locally. He also stated that during the meeting they were also asked how the City responded to COVID. He then mentioned that they had a group talk about fiber networking, the South Bay and the COG are prime example of using fiber networking. During the meeting they also discussed housing issues and how they are dealing with that as a region. He commented that he is very glad to be a part of the South Bay COG and SCAG.

(2) COUNCIL MEMBER FRANCIS – Since the last meeting she attended a presentation on the 10-year Master Plan on Aging for the State of California, it was put on by the California State Democratic Party Singer Caucus and mentioned that California is on its way on putting forth a 10-year Master Plan on Aging. She heard that within the next 20 years over 50 percent of the population in the State of California will be seniors and are making plans on what to do in terms of health care, transportation and so on. She then shared that in March 1987, President Jimmy Carter declared March as Women's History Month and it is time to celebrate the achievements, contributions of women in our country. In our City we celebrate Madam Mayor Cerda as being the first woman Mayor. Celebrate Attorney Kranitz and Attorney Vazquez as she remembers a time when there were no women Attorneys for the City of Gardena and is very pleased. She also mentioned Glenn Duffy who was the first woman Council Member, Rachel Johnson who was the first African American to be elected in the City Council and in the Community Development Dept. Kathy Ikari the first woman Director. On March 31st we can also celebrate the birthday of Cesar Chavez, who is Mexican American and is responsible for improving the lives of farm workers and further explained that our fruits and vegetables are on our tables we should thank farm workers and improved the life of many. Lastly, she reminded everyone of Spring Break and to celebrate safely and responsibly and wanted to encourage everyone to wash their hands, wear a face mask, social distance, get tested, and get vaccinated.

(3) MAYOR PRO TEM HENDERSON - He first wanted to give thanks and recognition to the City Clerk Staff for the new Agenda layout also would like to thank Chief Saffell for being responsive to him when he asks for specific data. He is excited for new ideas and discussions to come. Since our last meeting, he attended the SCAG meeting, and they were talking about the broadband initiative. He realized that theirs is still some gaps in society that they need to cover, and broadband accessibility is one of them so the SCAG that covers Ventura County to almost San Diego County will be looking to work with special districts to make sure there is connectivity for all. He also attended the Centinela Youth Services Meeting with the data that the Chief provided him with. He will be comparing what the City Services offer and what the Centinela Youth Services offers. They wanted communities to pay a proportional share and he wanted to make sure we would receive some return in the city's investment, and it looks like it can be a

compliment to what the city is already offering with GJIP. He shared that he attended a disadvantaged community advisory group meeting held by the California Public Utilities Commission and Energy Commission and was interesting most of the discussion during the meeting was on rural and urban areas connectivity and bringing the costs down, working with the telecom companies and making it affordable. He also shared that he was able to have a couple of safe Community Meetings and was interesting and was nice to get out and see everyone. He reminded everyone to get vaccinated, wash hands, and wear a mask.

(4) MAYOR CERDA - Since the last Council Meeting, she attended the monthly CCGA meeting ad how cities that have card rooms and can work with the State to make sure cities can get all the funding can come back to our city. She also attended the monthly Sanitation meeting and explained it is interesting to learn that they would test COVID on the water and during the rise of cases there were high levels of COVID. Now that cases are low COVID levels were low on the wastewater. She also had the opportunity to attend a meeting the Congresswoman Maxine Waters had invited her to attend. She learned that there is money through the Appropriations Committee that cities could possibly be eligible for to help fund some of their projects and shared to them projects the City has on the wish list and is hoping something can be funded through that. She was very happy to have been invited to that meeting. Lastly, she wanted to share a special recognition to one of our Gardena residents a Happy Birthday her name is Esther Barbrick, she is the mother of Commissioner Annie Roddy as she turned 101 years old. She has lived in the city for 54 years and active in the community. Esther Barbrick is a churchwoman, wife, she is a mother of 3 children, a life member with the Elks Lodge would like to wish her a virtual Zoom Happy Birthday. She also presented a Certificate of Acknowledgement for Mrs. Barbrick's birthday dated March 23, 2021 and it signed by Council.

(5) COUNCIL MEMBER KASKANIAN - Since the last meeting, he met with two investors to ask about their requirements and parking issues in hotels. He explained that the investors are very interested in putting a hotel in Gardena one of them being interested in Artesia Blvd, the other investor is interested in Rosecrans and Van Ness. Both investors were given contact information for Spencer Dela Cruz and City Manager Osorio. He also volunteered to take seniors to get their COVID vaccinations at Pierce College, he also received his 2nd vaccine dose today. He shared he does not have any symptoms. Lastly, he wished everyone a happy Palm Sunday and Happy Easter to everyone.

22. ANNOUNCEMENTS

Mayor Cerda announced:

(1) Reminder, Easter Stampede Drive-thru Event will be held on Saturday, April 3, 2021, from 11 a.m. to 1:00 p.m. at four different locations: Rowley Park, Johnson Park and Freeman Park, and the Nakaoka Community Center. Please contact the Recreation Department for additional information.

(2) The City of Gardena will hold its second virtual workshop on the 6th Cycle 2021 – 2029 Housing Element. The public workshop will be held via Zoom for those interested please visit the City's website.

23. REMEMBRANCES

Mr. Tom H. Parks, 88 years of age. Mr. Parks was dubbed "Mr. Gardena" for his numerous contributions to its history and culture. Mr. Parks was a Navy veteran and served aboard the USS Pittsburgh during the Korean War. Mr. Parks was a reporter for the LA Examiner and editor of the Gardena Tribune, he was Director of Public Relations at Horseshoe & Gardena Clubs, and General Partner of Horseshoe Club from 1975 to 1983. Mr. Parks was also the Executive VP of the Gardena Chamber of Commerce for 13 years into retirement and was on the Board of Trustees of Gardena Memoria Hospital. In 1997, his name was placed on the Gardena Wall of Fame. He was also on the Board of Directors of the Gardena-Carson YMCA for fifteen years and was co-founder of the South Bay Lions Club. He also penned the column "Ramblings" for the Gardena Valley News for 21 years. He is survived by his longtime partner Jacquie Ponder, his six children and seven grandchildren.

24. ADJOURNMENT

At 9:55 p.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, April 13, 2021.

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

APPROVED:

_____ By:_____

Tasha Cerda, Mayor Becky Romero, Deputy City Clerk

CITY OF GARDENA
PLANNING & ENVIRONMENTAL QUALITY COMMISSION
MINUTES
TUESDAY, April 20, 2021, MEETING
VIRTUAL MEETING VIA ZOOM

* * *

Called to order by Chair Jackson at 7:05 P.M.

ROLL CALL

Present:	Deryl Henderson, Brenda Jackson, Stephen Langley, Dale Pierce, Steve Sherman
Absent:	None
Also in Attendance:	Gregg McClain, Interim Community Development Director Lisa Kranitz, Assistant City Attorney John F. Signo, AICP, Senior Planner Amanda Acuna, Senior Planner

APPROVAL OF MINUTES

Agenda Item #3

A motion was made by Commissioner Langley and seconded by Commissioner Pierce to approve the minutes of the meeting on March 2, 2021. The minutes were approved 5-0-0.

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

Agenda Item #4

A motion was made by Commissioner Henderson and seconded by Commissioner Langley to approve the minutes of the meeting on April 6, 2021. The minutes were approved 5-0-0.

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

ORAL COMMUNICATIONS FROM THE PUBLIC

Agenda Item #5

Chair Jackson invited anyone from the public to speak on any issues not on the agenda.

There were no oral communications from the public.

PUBLIC HEARING

Agenda Item #6(A)

Environmental Assessment #9-20, Site Plan Review #4-20, Zone Change #4-20, General Plan Amendment #5-20, Tentative Tract Map #3-20, Variance #2-20
A request for a Site Plan Review to allow the development of six detached condominium townhomes; a Zone Change changing the zoning from R-1 and R-3 (Single-Family and Medium Multi-Family Residential Zone) to R-3 (Medium Density Multiple-Family Residential); a General Plan Amendment changing the land use designation from Low and Medium Residential to Medium Density Residential; a Tentative Tract Map to subdivide 0.34 acre lot for condominium units, and a Variance for a reduced side yard setback, and direction to staff to file a Notice of Exemption.

Project Location: 1031 Magnolia Ave
Applicant: Steve Stapakis

Senior Planner Acuna informed the Commission that there were several pieces of correspondence received. The applicant requested to have discussions with neighbors and continue the item.

Chair Jackson opened the public hearing and stated the hearing would be continued to May 18, 2021.

Jamie Hall, land use attorney, stated he submitted a letter explaining this project is not exempt from CEQA. He stated this is not the type of project that falls under a Class 3 exemption. He stated there are certain conditions of approval in the staff report that should be mitigation measures. He stated you cannot conduct analysis later on if it can be done now. There are unusual circumstances with this project that do not fall under the Class 3 exemption. There are certain findings that do not support an undue hardship. He and his client have spoken to the applicant. He suggested consideration of his letter and that further environmental review is needed.

Ms. Acuna stated the correspondence will be considered and presented at the next meeting with the staff report.

Assistant City Attorney Kranitz stated the hearing was opened and will be continued to May 18, 2021. The hearing will not be re-noticed.

Agenda Item #7

Ms. Kranitz stated the procedures for nominating the Chair and Vice Chair of the Planning Commission. She stated it is customary to request if the Vice Chair were interested in the Chair position, but it is not a written policy.

Chair Jackson asked Vice Chair Sherman if he would like the role of Chair.

Vice Chair Sherman stated he would not.

Chair Jackson opened nominations and nominated Commissioner Langley as Chair.

Commissioner Henderson stated he would like to nominate Commissioner Langley as well.

The motion passed by the following roll call vote:

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

Chair Jackson relinquished her role as Chair to Commissioner Langley.

MOTION: It was moved by Chair Langley and seconded by Commissioner Jackson to nominate Commissioner Henderson as the new Vice Chair.

The motion passed by the following roll call vote:

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

Chair Jackson stated that due to personal obligations it is difficult for her to continue as Chair, but her experience was wonderful and she thanked the Commission for the opportunity.

Agenda Item #8

COMMUNITY DEVELOPMENT DIRECTOR'S REPORT

Mr. McClain reported that as we come closer to ending the COVID crisis, staff is discussing reopening. He stated it will take a lot of resources and time. He stated that when City Hall reopens all commissions will also be expected to reopen.

Ms. Kranitz stated that at the next meeting we will be considering the Housing Element inventory and possible sites for new housing. We will be looking at up-zoning sites. She encouraged the Commission to take part and spread the word.

Chair Langley stated if the Housing Element would be on the May 4th Planning Commission agenda.

Ms. Kranitz stated yes.

Agenda Item #9

PLANNING AND ENVIRONMENTAL QUALITY COMMISSION REPORTS

Commissioner Pierce thanked the former Chair and Vice Chair for leading and directing the Commission.

Commissioner Jackson stated it has been a pleasure serving as Chair.

Commissioner Sherman thanked Commissioner Jackson for leading the Commission this past year.

Vice Chair Henderson thanked the former Chair and Vice Chair for their leadership.

Chair Langley stated he did not perform the marriage of the Mayor and Councilmember. He stated he became a grandfather again and celebrated with family. He thanked Chair Jackson and Vice Chair Sherman for their efforts. He stated he is looking forward to continuing to work with the Commission.

ADJOURNMENT

Chair Langley adjourned the meeting at 7:29 P.M.

Respectfully submitted,

GREGG MCCLAIN, SECRETARY
Planning and Environmental Quality Commission

Stephen Langley

STEPHEN LANGLEY, CHAIR
Planning and Environmental Quality Commission

CITY of GARDENA

TO: THE HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: PERSONNEL REPORT

1. Report the count of confirmed COVID-19 employee cases.
   Total Count: Seventy (70)
   a. Administrative Services Department: One (1)
   b. City Clerk's Office: One (1)
   c. Elected & Administrative Offices: One (1)
   d. Community Development Department: Two (2)
   e. Transportation Department: Nineteen (19)
   f. Police Department: Twenty-Five (25)
   g. Public Works Department: Nine (9)
   h. Recreation & Human Services Department: Twelve (12)

2. Report the Full-Time Appointment of the following individuals:

   a. ***KENNEDI BROWN*** to the position of Bus Operator, Schedule 90 ($4,275 - $5,456/month) with the Transportation Department effective April 10, 2021.

   b. ***ASHLEY THOMPSON*** to the position of Bus Operator, Schedule 90 ($4,275 - $5,456/month) with the Transportation Department effective April 11, 2021.

   c. ***DAJAHNAE TILLMAN*** to the position of Bus Operator, Schedule 90 ($4,275 - $5,456/month) with the Transportation Department effective April 18, 2021.

   d. ***SHANICA MARDIS*** to the position of Bus Operator, Schedule 90 ($4,275 - $5,456/month) with the Transportation Department effective April 13, 2021.

   e. ***THESUS PHELON*** to the position of Bus Operator, Schedule 90 ($4,275 - $5,456/month) with the Transportation Department effective April 14, 2021.

   f. ***MARC EDWARDS*** to the position of Bus Operator, Schedule 90 ($4,275 - $5,456/month) with the Transportation Department effective April 15, 2021.

   g. ***OSWALDO TORNERO JR*** to the position of Bus Operator, Schedule 90 ($4,275 - $5,456/month) with the Transportation Department effective April 16, 2021.

   h. ***CHENITA WATSON*** to the position of Bus Operator, Schedule 90 ($4,275 - $5,456/month) with the Transportation Department effective April 17, 2021.

   i. ***CURONDA BROWN*** to the position of Bus Operator, Schedule 90 ($4,275 - $5,456/month) with the Transportation Department effective April 18, 2021.

3. Report the Provisional Appointment of ***VINCENT GOODLOW*** to the position of Custodian II, Schedule 34 ($3,473- $4,432/month) with the Recreation & Human Services Department effective April 19, 2021.

4. Report that the following individuals are on leave under the Family Medical Leave Act / California Family Rights Act (FMLA/CFRA):

    a. Police Officer, ***MATTHEW PECH,*** of the Police Department effective March 17, 2021 through a date to be determined.

    b. Police Officer, ***RICHARD REYNAGA***, of the Police Department effective April 18, 2021 through May 16, 2021.

    c. Custodian II, ***HENRY SORTO-MUNOZ***, of the Recreation Department effective April 27, 2021 through June 27, 2021.

5. Report the active recruitment for the Open/Competitive position of Human Resources Manager (Elected & Administrative Offices). This recruitment open until filled.

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Treasurer's Department

DATE: May 6, 2021

SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

May 11, 2021	TOTAL WARRANTS ISSUED:	$2,149,780.64

Wire Transfer: 12001-12006
Prepay: 163023-163027
Check Numbers: 163028-163177
Checks Voided:

Total Pages of Register: 17

May 7, 2021	TOTAL PAYROLL ISSUED:	$1,454,015.76



for J. Ingrid Tsukiyama, City Treasurer

cc: City Clerk

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12001	4/22/2021	106110 ADVANCED BENEFIT SOLUTIONS, LLC	42221		HEALTH INSURANCE CLAIMS	51,900.75
					Total :	**51,900.75**
12002	4/26/2021	303348 EMPLOYMENT DEVELOPMENT, DEPARTMENT	JAN-MAR 2021		SUI FOR QUARTER ENDED 03/31/21	25,811.34
					Total :	**25,811.34**
12003	4/22/2021	106110 ADVANCED BENEFIT SOLUTIONS, LLC	042221		HEALTH INSURANCE CLAIMS	133,456.13
					Total :	**133,456.13**
12004	4/27/2021	101641 CALPERS	100000016382938		SAFETY (CLASSIC) UAL PAYMENT FOR	586.92
					Total :	**586.92**
12005	5/3/2021	104058 ADMINSURE INC.	042721		WORKERS' COMP CLAIMS	20,739.78
					Total :	**20,739.78**
12006	5/5/2021	104058 ADMINSURE INC.	050521		WORKERS' COMP CLAIMS ADMINISTR/	24,846.15
					Total :	**24,846.15**
163023	4/26/2021	107735 GARDENA NISSAN	53357		2021 NISSAN FRONTIER VEHICLE	22,588.22
					Total :	**22,588.22**
163024	4/26/2021	111016 KAISER FOUNDATION HEALTH PLAN	MAY 2021		HEALTH INSURANCE	266,976.66
					Total :	**266,976.66**
163025	4/26/2021	106110 ADVANCED BENEFIT SOLUTIONS, LLC	MAY 2021		HEALTH, DENTAL & LIFE INSURANCE	105,997.46
					Total :	**105,997.46**
163026	4/26/2021	312374 L.A. COUNTY DISTRICT ATTORNEY	042621		ASSET FORFEITURE ~	23,812.00
					Total :	**23,812.00**
163027	4/26/2021	312374 L.A. COUNTY DISTRICT ATTORNEY	42621		ASSET FORFEITURE ~	23,813.00
					Total :	**23,813.00**
163028	5/11/2021	111741 16819 NORMANDIE AVE., LLC	PERMIT #16764		PERMIT DEPOSIT REFUND - 16819 NOI	5,000.00
					Total :	**5,000.00**
163029	5/11/2021	107751 A-A BACKFLOW TESTING &, MAINTENANCE	74253		CLEANED & FLUSHED AMES 2000B	576.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163029	5/11/2021	107751 107751 A-A BACKFLOW TESTING &, MAINTENAN (Continued)			**Total :**	**576.00**
163030	5/11/2021	106086 ABC COMPANIES	3166236		GTRANS PARTS SUPPLIES	903.35
					Total :	**903.35**
163031	5/11/2021	104742 ADVANCED IMAGING OF SOUTH BAY, INC.	677588-QAISB		MEDICAL SERVICES	79.00
					Total :	**79.00**
163032	5/11/2021	101748 AFTERMARKET PARTS COMPANY LLC, THE	82349627	037-09965	GTRANS AUTO PARTS	566.39
			82353225	037-09965	GTRANS AUTO PARTS	438.28
			82360084	037-09965	GTRANS AUTO PARTS	1,904.66
					Total :	**2,909.33**
163033	5/11/2021	108242 ALL STAR GLASS INC	IHA016515		1997 SATURN #042639 REPLACE WIND	287.06
					Total :	**287.06**
163034	5/11/2021	104687 AT&T	16325177		TELEPHONE	284.63
			16325178		TELEPHONE	390.26
			16325488		TELEPHONE	10,092.14
			16328297		TELEPHONE	661.71
			16356101		TELEPHONE	33.78
			16356102		TELEPHONE	86.41
			16356116		TELEPHONE	33.78
			16356124		TELEPHONE	33.78
			16356125		TELEPHONE	87.52
					Total :	**11,704.01**
163035	5/11/2021	111170 AT&T FIRSTNET	287290885074X4102021		CITYWIDE CELL PHONE ACCT #287290	1,842.41
			287293420631X4102021		PD CELL PHONE ACCT #287293420631	208.59
			287295242065X4102021		PD CELL PHONE ACCT #287295242065	467.61
					Total :	**2,518.61**
163036	5/11/2021	100474 AT&T LONG DISTANCE	041221		TELEPHONE	28.03
					Total :	**28.03**
163037	5/11/2021	100964 AT&T MOBILITY	287275681023X4012021		PD CELL PHONE ACCT #287275681023	74.82
			828667974X04162021		CM CELL PHONE ACCT #828667974	86.46

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163037	5/11/2021	100964 100964 AT&T MOBILITY	(Continued)		**Total :**	**161.28**
163038	5/11/2021	110686 AZTECH ELEVATOR COMPANY	AZ16833	037-09966	ELEVATOR MAINTENANCE - GTRANS E	285.00
			AZ16834	037-09966	ELEVATOR MAINTENANCE - GTRANS E	83.33
					Total :	**368.33**
163039	5/11/2021	110190 BASNET FAMILY CHILD CARE	AB 82 SUPPLEMENTAL		CHILD CARE PROVIDER	1,765.00
					Total :	**1,765.00**
163040	5/11/2021	111481 BATEMAN COMMUNITY LIVING, LLC	INV4650005094	034-00458	SENIOR FEEDING PROGRAM	11,563.02
			INV4650005129	034-00458	SENIOR FEEDING PROGRAM	11,535.09
			INV4650005161	034-00458	SENIOR FEEDING PROGRAM	11,535.09
					Total :	**34,633.20**
163041	5/11/2021	802155 BAYSIDE REPORTING COMPANY	12773		CERTIFIED TRANSCRIPT & ORIGINAL -	973.50
			12774		VIDEOGRAPHER APPEARANCE & DVD	693.00
					Total :	**1,666.50**
163042	5/11/2021	102135 BEHRENDS, KENT	024	023-01291	IT NETWORK SUPPORT	3,400.00
					Total :	**3,400.00**
163043	5/11/2021	108715 BOBBS, CINDY	AB 82 SUPPLEMENTAL		CHILD CARE PROVIDER	2,815.00
					Total :	**2,815.00**
163044	5/11/2021	110938 BRANDON'S FAMILY CHILDCARE	AB 82 SUPPLEMENTAL		CHILD CARE PROVIDER	1,240.00
					Total :	**1,240.00**
163045	5/11/2021	105991 BURRO CANYON ENT., INC.	2358		RANGE FEES 04/06/21	80.00
					Total :	**80.00**
163046	5/11/2021	111731 CARPENTER, CHAD	GTR041621		PROFESSIONAL SERVICES	90.00
					Total :	**90.00**
163047	5/11/2021	111122 CARR OMEZE, ALEXANDER	GEPCO 2021		GEPCO LOAN	2,000.00
					Total :	**2,000.00**
163048	5/11/2021	110605 CHANDLER ASSET MANAGEMENT	2104GARDENA	013-00028	INVESTMENT SERVICES - APRIL 2021	1,373.63

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163048	5/11/2021	110605 110605 CHANDLER ASSET MANAGEMENT	(Continued)		**Total :**	**1,373.63**
163049	5/11/2021	111736 CHASE, FRANCES	PERMIT #16647		PERMIT DEPOSIT REFUND - 1441 W. 13	5,000.00
					Total :	**5,000.00**
163050	5/11/2021	109666 CHEM PRO LABORATORY, INC.	670356		STORM WATER SAMPLE ANALYSIS	210.00
			672430		STORM WATER SAMPLE ANALYSIS	210.00
					Total :	**420.00**
163051	5/11/2021	103127 CHILD 2 CHILD CONNECTION, FAMILY DAY CA	AB 82 SUPPLEMENTAL		CHILD CARE PROVIDER	2,815.00
					Total :	**2,815.00**
163052	5/11/2021	111416 COLANTUONO, HIGHSMITH &, WHATLEY, PC	47380		LEGAL SERVICES	216.61
					Total :	**216.61**
163053	5/11/2021	102388 COPYLAND, INC.	74957	037-09961	GTRANS BUS CARDS, 11X26	636.71
					Total :	**636.71**
163054	5/11/2021	109913 COSTAR REALTY INFORMATION INC.	113164767		COSTAR SUITE - JANUARY 2021	995.94
			113459407		COSTAR SUITE - FEBRUARY 2021	995.94
			113573293		COSTAR SUITE - MARCH 2021	995.94
			113686229		COSTAR SUITE - APRIL 2021	995.94
					Total :	**3,983.76**
163055	5/11/2021	103512 CRENSHAW LUMBER CO.	14461		PARK MAINT SUPPLIES	154.63
					Total :	**154.63**
163056	5/11/2021	303459 DEPARTMENT OF JUSTICE	501461		FINGERPRINT APPS - MARCH 2021	2,468.00
					Total :	**2,468.00**
163057	5/11/2021	312117 DEPARTMENT OF WATER & POWER	042621		LIGHT & POWER	88.37
					Total :	**88.37**
163058	5/11/2021	110511 DESANTIAGO, RIGOBERTO	042821		REIMBURSEMENT - TRAINING WEBINA	35.00
					Total :	**35.00**
163059	5/11/2021	110534 EL DORADO NATIONAL	90629697	037-09973	GTRANS BUS VEHICLE SUPPLIES	7,269.68
			90631378	037-09973	GTRANS BUS VEHICLE SUPPLIES	1,646.72

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163059	5/11/2021	110534 EL DORADO NATIONAL	(Continued)			
			90631385	037-09973	GTRANS BUS VEHICLE SUPPLIES	2,320.76
			90642605	037-09973	GTRANS BUS VEHICLE SUPPLIES	1,352.38
			90642612	037-09973	GTRANS BUS VEHICLE SUPPLIES	636.54
			90643181	037-09973	GTRANS BUS VEHICLE SUPPLIES	8.45
					Total :	**13,234.53**
163060	5/11/2021	105418 EMPIRE CLEANING SUPPLY	S4558197	024-00673	CUSTODIAL SUPPLIES	680.26
					Total :	**680.26**
163061	5/11/2021	107690 ENLIGHTENMENT CHILD, DEVELOPMENT CEI	AB 82 SUPPLEMENTAL		CHILD CARE PROVIDER	4,915.00
					Total :	**4,915.00**
163062	5/11/2021	107510 ESCALANTE, WENDY E.	AB 82 SUPPLEMENTAL		CHILD CARE PROVIDER	4,915.00
					Total :	**4,915.00**
163063	5/11/2021	109426 ESPINOSA, VANESSA	04/05-04/16/21		PROFESSIONAL SERVICES - CASE WC	1,260.00
					Total :	**1,260.00**
163064	5/11/2021	111743 ESPINOZA, IZABEL	05/09-05/13		TRAINING - ANNUAL JAIL TRAINING	150.00
					Total :	**150.00**
163065	5/11/2021	105650 EWING IRRIGATION PRODUCTS	13991819		PARK MAINT SUPPLIES	122.86
			13992008		TREE PROGRAM SUPPLIES	150.90
			14064260		PARK MAINT SUPPLIES	238.63
					Total :	**512.39**
163066	5/11/2021	100055 FAIR HOUSING FOUNDATION	MARCH 2021		CDBG CONSULTANT	1,761.05
					Total :	**1,761.05**
163067	5/11/2021	106129 FEDEX	7-349-38782		SHIPPING SERVICES	10.14
			7-349-44978		SHIPPING SERVICES	25.18
					Total :	**35.32**
163068	5/11/2021	103083 FIRST ADVANTAGE LNS OCC HEALTH, SOLUT	2505052103		DRUG TEST/ADMIN FEE	694.29
					Total :	**694.29**
163069	5/11/2021	106545 FLEETPRIDE, INC	72177449		PW AUTO PARTS	25.71

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163069	5/11/2021	106545 106545 FLEETPRIDE, INC	(Continued)		**Total :**	**25.71**
163070	5/11/2021	107724 GARCIA, CLAUDIA CRISTINA	AB 82 SUPPLEMENTAL		CHILD CARE PROVIDER	5,965.00
					Total :	**5,965.00**
163071	5/11/2021	207133 GARCIA, NANCY C.	AB 82 SUPPLEMENTAL		CHILD CARE PROVIDER	5,440.00
					Total :	**5,440.00**
163072	5/11/2021	100942 GARDENA ELKS LODGE 1919	CERDA 2020/21		COMMUNITY PROMOTIONS	145.00
					Total :	**145.00**
163073	5/11/2021	107011 GARDENA VALLEY NEWS, INC.	00104573		NOTICE OF PUBLIC HEARING - DEVEL(	355.00
			00104579		NOTICE OF PUBLIC HEARING -	150.50
			00105027		NOTICE INVITING BIDS - CITY HALL &	1,477.00
			00105209		SUMMARY OF ORDINANCE NO. 1825 -	140.00
			00105216		SUMMARY OF ORDINANCE NO. 1827 -	147.00
					Total :	**2,269.50**
163074	5/11/2021	619005 GAS COMPANY, THE	050321		GAS	3,148.48
					Total :	**3,148.48**
163075	5/11/2021	619004 GOLDEN STATE WATER CO.	042121		WATER	18,118.79
					Total :	**18,118.79**
163076	5/11/2021	207450 GOMEZ, VICTOR	042821		REFUND - LOAN #003 REFINANCED	480.05
					Total :	**480.05**
163077	5/11/2021	102486 GOODPASTER, PATRICK	02/10-04/20/21		EDUCATIONAL REIMBURSEMENT	877.50
					Total :	**877.50**
163078	5/11/2021	107513 GRAINGER	9878330274		BUS FACILITY SUPPLIES	518.32
			9879082544		BUS FACILITY SUPPLIES	643.30
			9882268874		STREET MAINT SUPPLIES	120.33
					Total :	**1,281.95**
163079	5/11/2021	207520 GUALOTUNA, HUGO	03/25-04/22/21		EDUCATIONAL REIMBURSEMENT	634.50
					Total :	**634.50**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163080	5/11/2021	110435 GUERRERO, ANGELICA	AB 82 SUPPLEMENTAL		CHILD CARE PROVIDER	5,440.00
					Total :	**5,440.00**
163081	5/11/2021	111735 GUTIERREZ, RICHARD	PERMIT #16666		PERMIT DEPOSIT REFUND -1127 W. 16	1,000.00
					Total :	**1,000.00**
163082	5/11/2021	108607 HENDERSON-BATISTE, TANEKA	AB 82 SUPPLEMENTAL		CHILD CARE PROVIDER	2,815.00
					Total :	**2,815.00**
163083	5/11/2021	111549 HF & H CONSULTANTS, LLC	9718134		CONSULTING SERVICES - SOLID WAST	4,941.25
					Total :	**4,941.25**
163084	5/11/2021	108434 HOME DEPOT CREDIT SERVICES	1053734		GTRANS MAINT SUPPLIES	514.91
			1310065		PARK MAINT SUPPLIES	22.62
			2543724		BLDG MAINT SUPPLIES	300.20
			3274086		GTRANS MAINT SUPPLIES	659.30
			3531634		SIGNS/SIGNALS SUPPLIES	76.45
			7314329		HOME IMPROVEMENT PROGRAM	58.57
			8120330		GTRANS MAINT SUPPLIES	389.62
			9902894		PD PROGRAM SUPPLIES	73.45
					Total :	**2,095.12**
163085	5/11/2021	108430 HOME PIPE & SUPPLY	F30480		PARK MAINT SUPPLIES	36.03
			F30497		PARK MAINT SUPPLIES	8.02
					Total :	**44.05**
163086	5/11/2021	111717 INTEGRATED INJURY MANAGEMENT, SERVIC	6263	037-10015	CONSULTATION SERVICES	2,082.50
					Total :	**2,082.50**
163087	5/11/2021	111593 INTER-CON SECURITY SYSTEMS INC	BD0044049	037-09992	GTRANS SECURITY SERVICES - MARC	6,823.03
					Total :	**6,823.03**
163088	5/11/2021	109831 INTOXIMETERS, INC.	678620		PD SUPPLIES	946.46
					Total :	**946.46**
163089	5/11/2021	108555 JALISCO TIRE & AUTO REPAIR	042321		(3) FLAT REPAIRS	30.00
					Total :	**30.00**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163090	5/11/2021	105226 JEKAL FAMILY CHILD CARE	AB 82 SUPPLEMENTAL		CHILD CARE PROVIDER	4,915.00
					Total :	**4,915.00**
163091	5/11/2021	110014 JENKINS, JOAN STEIN	02/25-03/30/21		MONTHLY CITY PROSECUTOR CHARG	1,164.00
					Total :	**1,164.00**
163092	5/11/2021	110853 JONES & MAYER	102816	023-01295	ATTORNEY SERVICES	9,800.00
			102817		ATTORNEY SERVICES	49.00
			102818		ATTORNEY SERVICES	6,590.00
			102819		ATTORNEY SERVICES	123.00
			102820	023-01302	ATTORNEY SERVICES	2,132.00
			102821		ATTORNEY SERVICES	650.00
			102822		ATTORNEY SERVICES	3,116.00
			102823		ATTORNEY SERVICES	675.00
			102826		ATTORNEY SERVICES	451.00
			102827		ATTORNEY SERVICES	2,521.50
			102828		ATTORNEY SERVICES	475.00
			102829		ATTORNEY SERVICES	1,763.00
			102830		ATTORNEY SERVICES	825.00
			102831		ATTORNEY SERVICES	225.00
					Total :	**29,395.50**
163093	5/11/2021	111738 JOO, EDWARD	RA-YANG & LEE		COVID-19 RENTAL ASSISTANCE PROGI	4,800.00
					Total :	**4,800.00**
163094	5/11/2021	108107 JTB SUPPLY COMPANY, INC	108779		PW SIGNS/SIGNALS SUPPLIES	739.45
					Total :	**739.45**
163095	5/11/2021	111045 KJ SERVICES	2162		FILTER EXCHANGE PROGRAM - APRIL	1,658.00
					Total :	**1,658.00**
163096	5/11/2021	111260 KJOS, BARBARA JEAN	APRIL 2021		GARDENA FAMILY CHILD CARE PROGF	1,798.00
					Total :	**1,798.00**
163097	5/11/2021	312238 L.A. COUNTY CLERK	JN 501/502		NOTICE OF EXEMPTION - CITY HALL &	75.00
					Total :	**75.00**
163098	5/11/2021	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	21041205402	024-00679	INDUSTRIAL WASTE SERVICES	8,635.79

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163098	5/11/2021	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	(Continued)			
			21041205714	024-00679	TRAFFIC SIGNAL MAINT - HIGHWAY SA	1,718.90
					Total :	**10,354.69**
163099	5/11/2021	312039 L.A. COUNTY FIRE DEPARTMENT	C0009840	023-01284	FIRE PROTECTION SERVICES - JUNE 2	697,472.31
					Total :	**697,472.31**
163100	5/11/2021	312113 L.A. COUNTY SHERIFF'S DEPT	211935BL		INMATE MEAL DELIVERY PROGRAM - M	611.90
					Total :	**611.90**
163101	5/11/2021	109939 LA UNIFORMS & TAILORING	33		PD UNIFORM SUPPLIES	887.51
			34		PD UNIFORM SUPPLIES	887.51
			37		PD UNIFORM SUPPLIES	887.51
			39		PD UNIFORM SUPPLIES	887.51
			40		PD UNIFORM SUPPLIES	887.51
					Total :	**4,437.55**
163102	5/11/2021	112015 LACERDA, DALVANICE	AB 82 SUPPLEMENTAL		CHILD CARE PROVIDER	5,440.00
					Total :	**5,440.00**
163103	5/11/2021	112014 LAKESHORE LEARNING MATERIALS	1163120421	331-00053	FCC PROGRAM SUPPLIES	428.87
			1187360421	331-00053	FCC PROGRAM SUPPLIES	153.18
			1187490421	331-00053	FCC PROGRAM SUPPLIES	759.57
			1231290421	331-00053	FCC PROGRAM SUPPLIES	289.70
			1231460421	331-00053	FCC PROGRAM SUPPLIES	210.29
			5474550421	331-00053	FCC PROGRAM SUPPLIES	409.79
					Total :	**2,251.40**
163104	5/11/2021	110257 LAPENNA-HUDA, ELISABETTA	0256	037-09997	EXECUTIVE COACHING - GTRANS	605.00
					Total :	**605.00**
163105	5/11/2021	110777 LEARN N PLAY FAMILY DAYCARE	AB 82 SUPPLEMENTAL		CHILD CARE PROVIDER	3,340.00
					Total :	**3,340.00**
163106	5/11/2021	102233 LITTLE PEOPLE DAY CARE	AB 82 SUPPLEMENTAL		CHILD CARE PROVIDER	3,865.00
					Total :	**3,865.00**
163107	5/11/2021	109563 LUCKY LADY CASINO	0850000113		ECONOMIC ASSISTANCE - FEBRUARY	1,506.75

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163107	5/11/2021	109563 109563 LUCKY LADY CASINO	(Continued)		**Total :**	**1,506.75**
163108	5/11/2021	112615 LU'S LIGHTHOUSE, INC.	01192553		GTRANS SHOP SUPPLIES	-8.55
			01192743	037-09974	GTRANS SHOP SUPPLIES	53.57
			01192744	037-09974	GTRANS SHOP SUPPLIES	35.72
			01193759	037-09974	GTRANS SHOP SUPPLIES	64.77
					Total :	**145.51**
163109	5/11/2021	813030 MANNING & KASS	704318		LEGAL SERVICES	139.00
			704374		LEGAL SERVICES	8,287.00
					Total :	**8,426.00**
163110	5/11/2021	109834 MARCELLUS, ALIX	05/03-05/13		TRAINING - ANNUAL JAIL TRAINING	150.00
					Total :	**150.00**
163111	5/11/2021	105295 MARQUEZ, DIANA	042121		MEDICAL REIMBURSEMENT	204.10
			42121		MEDICAL REIMBURSEMENT	62.13
					Total :	**266.23**
163112	5/11/2021	107644 MARTINEZ, CHERYL NAOMI	AB 82 SUPPLEMENTAL		CHILD CARE PROVIDER	4,915.00
					Total :	**4,915.00**
163113	5/11/2021	104773 MARTINEZ, KAMBY	AB 82 SUPPLEMENTAL		CHILD CARE PROVIDER	4,390.00
					Total :	**4,390.00**
163114	5/11/2021	111744 MARTIN-LEAL, ROCIO	05/09-05/13		TRAINING - ANNUAL JAIL TRAINING	150.00
					Total :	**150.00**
163115	5/11/2021	110784 MD AUTOBODY	1270	037-10013	GTRANS BUS REPAIRS	3,620.00
					Total :	**3,620.00**
163116	5/11/2021	111604 MICRO ELECTRONICS, INC	11247760		COMPUTER REPLACEMENT PARTS	39.99
			11247937		COMPUTER REPLACEMENT PARTS	719.69
					Total :	**759.68**
163117	5/11/2021	103093 MOBILE RELAY ASSOCIATES, INC.	80015946	037-09964	GTRANS BUS RADIO SYSTEM RENTAL	11,059.49
			80016044	037-09858	GTRANS BUS RADIO SYSTEM RENTAL	271.53

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163117	5/11/2021	103093 103093 MOBILE RELAY ASSOCIATES, INC.	(Continued)		**Total :**	**11,331.02**
163118	5/11/2021	213465 MORELAND-EDDEN, DONNA	041621		REFUND - LOAN #007 REFINANCED	248.38
					Total :	**248.38**
163119	5/11/2021	109056 MULTICARD	23553		PD DEPT SUPPLIES - ID CARDS	410.03
					Total :	**410.03**
163120	5/11/2021	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	524762		PROPANE GAS	267.05
					Total :	**267.05**
163121	5/11/2021	111742 NGUYEN, MICHAEL	041321		MEDICAL REIMBURSEMENT	2,750.00
					Total :	**2,750.00**
163122	5/11/2021	111370 NV5 INC.	208991	024-00701	CONSULTING SERVICES - ARTESIA LAI	3,495.00
					Total :	**3,495.00**
163123	5/11/2021	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	040521		FIRST AID MEDICAL SERVICES	305.67
			70963519		EMPLOYMENT PHYSICAL EXAM & RAN	557.50
			71033423		EMPLOYMENT PHYSICAL RECERTIFIC.	522.00
			71105549		EMPLOYMENT PHYSICAL RECERTIFIC.	927.00
					Total :	**2,312.17**
163124	5/11/2021	115168 OFFICE DEPOT	163638073		BUS OFFICE SUPPLIES	59.90
			163863040		HR OFFICE SUPPLIES	57.63
			164159013		CM OFFICE SUPPLIES	53.89
			164734442		BUS OFFICE SUPPLIES	108.05
			164846548		PD OFFICE SUPPLIES	24.95
			164846550		PD OFFICE SUPPLIES	9.91
			165380252		PD OFFICE SUPPLIES	56.68
			166319220		FCC OFFICE SUPPLIES	4.40
			166529066		FINANCE OFFICE SUPPLIES	330.74
			167651908		PD OFFICE SUPPLIES	89.06
			167824249		PD OFFICE SUPPLIES	47.19
			167824249-002		PD OFFICE SUPPLIES	60.17
			167825006		PD OFFICE SUPPLIES	49.60
			167825007		PD OFFICE SUPPLIES	66.13
			167890965		CD OFFICE SUPPLIES	123.48

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163124	5/11/2021	115168 OFFICE DEPOT	(Continued)			
			167904613		CD OFFICE SUPPLIES	33.06
			167904614		CD OFFICE SUPPLIES	28.43
			167904616		CD OFFICE SUPPLIES	27.83
			168005489		HR OFFICE SUPPLIES	56.66
			168511771		FCC OFFICE SUPPLIES	67.89
			168512046		FCC OFFICE SUPPLIES	22.46
			168914760		HR OFFICE SUPPLIES	58.77
			168936293		FCC OFFICE SUPPLIES	15.42
			168936294		FCC OFFICE SUPPLIES	18.51
			169587705		BUS OFFICE SUPPLIES	127.22
					Total :	**1,598.03**
163125	5/11/2021	111676 ONYX PAVING COMPANY INC.	20-155	024-00720	LOCAL STREET IMPROVEMENT 2018/2	333,035.74
					Total :	**333,035.74**
163126	5/11/2021	111358 O'REILLY AUTO PARTS	113589		PW AUTO PARTS	56.23
			115414		PW AUTO PARTS	19.82
					Total :	**76.05**
163127	5/11/2021	115810 ORKIN PEST CONTROL	212647679		PEST CONTROL - ACCT #27336703	237.00
			212647680		PEST CONTROL - ACCT #27336703	237.00
			212647681		PEST CONTROL - ACCT #27336703	237.00
					Total :	**711.00**
163128	5/11/2021	111746 OWENS, SCOTT	REQUEST #9654662		REFUND - PUBLIC RECORDS REQUES	109.00
					Total :	**109.00**
163129	5/11/2021	109890 OWUSU FAMILY CHILD CARE	AB 82 SUPPLEMENTAL		CHILD CARE PROVIDER	4,390.00
					Total :	**4,390.00**
163130	5/11/2021	116140 PETE'S ROAD SERVICE, INC.	491968		TIRES - ST22575R15 E CARLISLE RADI	272.51
					Total :	**272.51**
163131	5/11/2021	307108 PETTY CASH FUND	10/21-04/15/21		REPLENISH PETTY CASH	363.67
					Total :	**363.67**
163132	5/11/2021	108600 PHOENIX GROUP INFORMATION, SYSTEMS	032021211	035-01020	PARKING CONTRACT SERVICES - MAR	6,579.26

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163132	5/11/2021	108600 108600 PHOENIX GROUP INFORMATION, SYSTE (Continued)			**Total :**	**6,579.26**
163133	5/11/2021	106092 PRUDENTIAL OVERALL SUPPLY	42614912		UNIFORM & SUPPLY RENTAL	146.19
			42614913		UNIFORM & SUPPLY RENTAL	43.78
			42614914		SUPPLY RENTAL - MATS - GTRANS	50.10
			42614915		SUPPLY RENTAL - MATS - NCC	13.65
			42614916		SUPPLY RENTAL - MATS - CH	19.00
			42614917		SUPPLY RENTAL - MATS - PD	91.60
			42614918		SUPPLY RENTAL - MATS - HS	11.60
			42615264		UNIFORM & SUPPLY RENTAL	281.50
			42616953	024-00682	CUSTODIAL SUPPLIES	2,157.93
			42616954		UNIFORM & SUPPLY RENTAL	146.96
			42616955		UNIFORM & SUPPLY RENTAL	43.78
			42616956		SUPPLY RENTAL - MATS - GTRANS	50.10
					Total :	**3,056.19**
163134	5/11/2021	116820 PSOMAS	169511	037-09987	GTRANS DESIGN BUILD CONSTRUCTI(	1,845.26
			172066	037-09987	GTRANS DESIGN BUILD CONSTRUCTI(	754.88
					Total :	**2,600.14**
163135	5/11/2021	104868 PYRO-COMM SYSTEMS, INC.	164280	037-09956	FIRE ALARM MONITORINING - BLDG A	135.00
			164281	037-09956	FIRE ALARM MONITORINING - BLDG B	135.00
			164282	037-09956	FIRE ALARM MONITORINING - BLDG C	135.00
					Total :	**405.00**
163136	5/11/2021	114143 QUADIENT LEASING USA, INC	N8830407		POSTAGE MAILING MACHINE LEASE	790.67
					Total :	**790.67**
163137	5/11/2021	118300 R & S OVERHEAD DOORS	245001		GTRANS MAINT SUPPLIES	191.18
					Total :	**191.18**
163138	5/11/2021	111574 RACE COMMUNICATIONS	RC495939		FIBER INTERNET SERVICES - MAY 202	5,589.00
					Total :	**5,589.00**
163139	5/11/2021	100147 RCI IMAGE SYSTEMS	76695		MICROFICHE SCANNING - 15345 WEST	47.13
			76696		MICROFICHE SCANNING - 15325 WEST	49.06
					Total :	**96.19**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163140	5/11/2021	111734 RED ARCHITECTURAL GROUP	PERMIT #16636		PERMIT DEPOSIT REFUND - 17005 WE	2,500.00
					Total :	**2,500.00**
163141	5/11/2021	118476 RICOH USA, INC.	9028845907		RICOH MPC3503 COPIER LEASE - CLE	391.54
			9028845909		RICOH MPC3503 COPIER LEASE - CM~	812.66
			9028845911		RICOH MPC3503 COPIER LEASE - CD~	511.97
			9028845912		RICOH PRO8100S COPIER BASE LEAS	765.85
			9028845913		RICOH PRO8100SE COPIER LEASE - PI	459.79
			9028861970		RICOH MPC3503 COPIER LEASE - REC	604.81
			9028861971		RICOH MPC6003 COPIER LEASE - PD S	228.83
			9028862681		RICOH MPC3503 COPIER LEASE - PW	426.04
			9028862734		RICOH MPC3503 COPIER LEASE - CHIE	147.04
					Total :	**4,348.53**
163142	5/11/2021	111495 ROBINSON-PASSLEY, SHARON	MAY 2021		COBRA REIMBURSEMENT	588.25
					Total :	**588.25**
163143	5/11/2021	110205 ROSS & BARUZZINI, INC.	44174	037-09885	CONSULTING SERVICES FOR SCHEDU	4,800.00
			44175	037-09901	CONSULTING SERVICES FOR MACRO	2,909.63
					Total :	**7,709.63**
163144	5/11/2021	104975 SAFEGUARD BUSINESS SYSTEMS	034524381		LASER CHECKS - PAYROLL / WARRANT	1,999.46
					Total :	**1,999.46**
163145	5/11/2021	119015 SAFETY-KLEEN CORPORATION	85642529		SERVICE AQUEOUS PARTS WASHER	370.44
					Total :	**370.44**
163146	5/11/2021	105934 SANTIN, STEPHANY	041621		MEDICAL REIMBURSEMENT	283.38
					Total :	**283.38**
163147	5/11/2021	119045 SAXE-CLIFFORD, PH.D., SUSAN	21-0419-2		PSYCHOLOGICAL EVALUATIONS	450.00
			21-0426-2		PSYCHOLOGICAL EVALUATIONS	450.00
			21-0503-2		PSYCHOLOGICAL EVALUATIONS	450.00
					Total :	**1,350.00**
163148	5/11/2021	104451 SELECT ADVANTAGE	10346704		TRANSIT COACH OPERATOR ASSESSM	250.00
					Total :	**250.00**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163149	5/11/2021	110676 SF MOBILE-VISION, INC	38989	035-01064	SOFTWARE FOR PATROL IN-CAR CAMI	2,310.00
					Total :	**2,310.00**
163150	5/11/2021	107006 SHAMROCK COMPANIES	2480038		BLDG MAINT SUPPLIES	272.62
					Total :	**272.62**
163151	5/11/2021	106050 SHEHATA, AMY	AB 82 SUPPLEMENTAL		CHILD CARE PROVIDER	5,440.00
					Total :	**5,440.00**
163152	5/11/2021	119233 SHERWIN-WILLIAMS CO.	7307-4		STREET MAINT SUPPLIES	31.52
			8730-3		STREET MAINT SUPPLIES	389.39
					Total :	**420.91**
163153	5/11/2021	109918 SHIGE'S FOREIGN CAR SERVICE	81403	035-01021	2018 FORD INTRCPTR #1555072 BRAKI	567.80
			81452	035-01021	2017 FORD INTRCPTR #1368929 BRAKI	133.38
			81486	035-01021	2014 FORD INTRCPTR #1442353 OIL &	32.28
					Total :	**733.46**
163154	5/11/2021	101649 SILVIA ESPINOZA FAMILY CHILD, CARE	AB 82 SUPPLEMENTAL		CHILD CARE PROVIDER	2,290.00
					Total :	**2,290.00**
163155	5/11/2021	119378 SMARDAN SUPPLY CO.	S3663004		BUS FACILITY MAINT SUPPLIES	474.85
					Total :	**474.85**
163156	5/11/2021	119361 SMART & FINAL IRIS CO.	25905		CM PROGRAM SUPPLIES	35.11
					Total :	**35.11**
163157	5/11/2021	109531 SMILLIN, MAGE	AB 82 SUPPLEMENTAL		CHILD CARE PROVIDER	5,965.00
					Total :	**5,965.00**
163158	5/11/2021	119447 SOUTH BAY FORD	327541		PW AUTO PARTS	250.22
					Total :	**250.22**
163159	5/11/2021	619003 SOUTHERN CALIFORNIA EDISON	042321		LIGHT & POWER	621.09
					Total :	**621.09**
163160	5/11/2021	108238 SPARKLETTS	14211220 042121		DRINKING WATER FILTRATION SYSTEM	36.99
			15638236 042321		DRINKING WATER FILTRATION SYSTEM	47.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163160	5/11/2021	108238 108238 SPARKLETTS	(Continued)		**Total :**	**83.99**
163161	5/11/2021	119548 ST. JOHN LUTHERAN CHURCH	MAY 2021		SENIOR CITIZENS DAY CARE	900.00
					Total :	**900.00**
163162	5/11/2021	109892 STANTEC CONSULTING SERVICES	1779348	037-10002	GTRANS DISPATCH AREA MODIFICATI(	16,949.00
					Total :	**16,949.00**
163163	5/11/2021	119010 STAPLES ADVANTAGE	3473892273		PW OFFICE SUPPLIES	67.77
			3474178060		PW OFFICE SUPPLIES	67.77
					Total :	**135.54**
163164	5/11/2021	110877 TAYLORING MINDS FAMILY CHILD, CARE	AB 82 SUPPLEMENTAL		CHILD CARE PROVIDER	1,765.00
					Total :	**1,765.00**
163165	5/11/2021	110238 TIREHUB, LLC	20107507		TIRES - GY WRL HT BW 120R E 245 75/	1,089.77
					Total :	**1,089.77**
163166	5/11/2021	111737 TORRANCE AUTO REPAIR	0168016		2007 FORD E350 VAN #1267073 SERVI(	365.79
			0168247		2013 FORD F550 #1343101 SERVICE &	336.22
					Total :	**702.01**
163167	5/11/2021	106018 TRANE U.S. INC.	9748795		BUS FACILITY MAINT SUPPLIES	100.79
			9764028		BUS FACILITY MAINT SUPPLIES	505.01
					Total :	**605.80**
163168	5/11/2021	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	BEEMAN 04/22/21		CAL CARD STATEMENT 03/23-04/22/21	15.74
			C.OSORIO 03/22/21		CAL CARD STATEMENT 02/23-03/22/21	330.00
			C.OSORIO 04/22/21		CAL CARD STATEMENT 03/23-04/22/21	241.49
			FCC 04/22/21		CAL CARD STATEMENT 03/23-04/22/21	4,678.65
			GOLDMAN 03/22/21		CAL CARD STATEMENT 02/23-03/22/21	1,217.00
			PYNN 03/22/21		CAL CARD STATEMENT 02/23-03/22/21	179.97
			PYNN 04/22/21		CAL CARD STATEMENT 03/23-04/22/21	207.21
			SANTOS 04/22/21		CAL CARD STATEMENT 03/23-04/22/21	131.30
			SWEENEY 04/22/21		CAL CARD STATEMENT 03/23-04/22/21	217.98
			VERCELES 04/22/21		CAL CARD STATEMENT 03/23-04/22/21	213.65
			WARD 04/22/21		CAL CARD STATEMENT 03/23-04/22/21	146.66

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
163168	5/11/2021	109900 109900 U.S. BANK CORPORATE PAYMENT, SYST (Continued)			**Total :**	**7,579.65**
163169	5/11/2021	121407 UPS	649922151 04/10/21		SHIPPING SERVICE CHARGES	136.00
					Total :	**136.00**
163170	5/11/2021	105549 VALDEZ, MATILDE	AB 82 SUPPLEMENTAL		CHILD CARE PROVIDER	5,965.00
					Total :	**5,965.00**
163171	5/11/2021	122050 VERIZON WIRELESS	9877362528		PW CELL PHONE SERVICE~	2,851.23
					Total :	**2,851.23**
163172	5/11/2021	108353 WALTERS WHOLESALE ELECTRIC CO	S117799469		SIGNS/SIGNALS SUPPLIES	176.17
			S117849884		BLDG MAINT SUPPLIES	225.86
			S117849984		BLDG MAINT SUPPLIES	38.11
					Total :	**440.14**
163173	5/11/2021	110370 WESTERN COLLISION CENTER, INC	1054		2015 CHEVY TAHOE #108716 BODY RE	1,771.64
					Total :	**1,771.64**
163174	5/11/2021	123050 WILLIAMS SCOTSMAN, INC.	8617078	035-01023	MODULAR BUILDING RENTAL CPX-804	2,212.87
			8696253	035-01023	MODULAR BUILDING RENTAL CPX-804	2,212.87
					Total :	**4,425.74**
163175	5/11/2021	125001 YAMADA COMPANY, INC.	80677		TREE PROGRAM SUPPLIES	47.61
			80683		PARK MAINT SUPPLIES	5.13
			80691		PW MAINT SUPPLIES	40.02
			80700		PW MAINT SUPPLIES	48.62
					Total :	**141.38**
163176	5/11/2021	107173 ZAMUDIO, JOSE	01/09-03/15/21		EDUCATIONAL REIMBURSEMENT	975.00
			GEPCO 2021		GEPCO LOAN	1,600.00
					Total :	**2,575.00**
163177	5/11/2021	107051 ZAVALETA, MARITZA	AB 82 SUPPLEMENTAL		CHILD CARE PROVIDER	2,815.00
					Total :	**2,815.00**

161 Vouchers for bank code : usb **Bank total : 2,149,780.64**

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161	**Vouchers in this report**				**Total vouchers :**	**2,149,780.64**

CLAIMS VOUCHER APPROVAL

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 17 inclusive of the check register are accurate and funds are available for payment thereof.

By: _____

Chief Fiscal Officer

This is to certify that the claims or demands covered by checks listed on pages 1 to 17 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:

_____

_____ 05/11/21

Mayor Date

_____ _____

Councilmember Date

_____ _____

Councilmember Date

Acknowledged:

_____ _____

Councilmember Date

_____ _____

Councilmember Date

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.F
Section: CONSENT CALENDAR
Meeting Date: May 11, 2021

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

AGENDA TITLE: SECOND READING: ORDINANCE NO. 1828, AMENDING SECTION 18.08.010 OF THE GARDENA MUNICIPAL CODE RELATING TO ESTABLISHED ZONES; AMENDING CHAPTER 18.58 OF THE GARDENA MUNICIPAL CODE RELATING TO DIGITAL BILLBOARDS; AMENDING THE ZONING MAP OF THE CITY OF GARDENA; APPROVING A SPECIFIC PLAN, INCLUDING A SITE PLAN; AND APPROVING A DEVELOPMENT AGREEMENT WITH DIN/CAL 4, INC. RELATING TO THE DEVELOPMENT OF UP TO 265 DWELLING UNITS
(INTRODUCED BY CITY COUNCIL, 4-1 VOTE, APRIL 27, 2021)
LOCATION: 12850-12900 CRENSHAW BOULEVARD
APPLICANT: DIN/CAL 4, INC.
CONTACT: COMMUNITY DEVELOPMENT DEPARTMENT

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:
Staff respectfully recommends that the City Council adopt Ordinance No. 1828.

At the April 27, 2021 City Council meeting, the City Council voted, 5-0, to adopt Resolution No. 6507 certifying an environmental impact report and required findings and Resolution No. 6508 amending the Land Use Plan of the City of Gardena General Plan by changing the land use designation of a 1.33-acre property located at 12850-12900 Crenshaw Boulevard to Specific Plan and making minor text changes primarily relating to specific plans.

Ordinance No. 1828 amends Section 18.08.010 of the Gardena Municipal Code relating to established zones; amends Chapter 18.58 of the Gardena Municipal Code relating to digital billboards; amends the Zoning Map of the City of Gardena; approves a Specific Plan, including a Site Plan; and approves a Development Agreement with Din/Cal 4, Inc. relating to the development of up to 265 dwelling units.

FINANCIAL IMPACT/COST:
One-time residential impact fee to City of $265,000
Construction related fees for business license and permits of approximately $1,250,000

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

ATTACHMENTS:
CC Ordinance No. 1828 - GTODSP.pdf

APPROVED:



_____
Clint Osorio, City Manager

ORDINANCE NO. 1828

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

(APN # 4060-004-039)

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

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

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

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

WHEREAS, on April 27, 2021, the City Council of the City of Gardena held a duly noticed hearing on the Project; and

WHEREAS, at the close of the public hearing and prior to adopting this Ordinance, the City Council adopted Resolution No. 6507 certifying the EIR, adopting the Mitigation

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

WHEREAS, after the public hearing and prior to adopting this Ordinance the City Council adopted Resolution No. 6508 approving the General Plan Amendment; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. As demonstrated by the EIR which was certified pursuant to Resolution No. 6507, the Project will not be detrimental to the public health, safety and general welfare. The only impact which was significant and unavoidable was construction noise, which is temporary in nature.

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

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

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

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

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

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

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

G. BILLBOARD POLICY

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

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

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

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

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

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

18.58.050 Prohibited signs.

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

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

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

18.58.055 Digital billboards.

Digital billboards shall be subject to the following provisions:

A. No digital billboard shall be permitted and no Development Agreement for a digital billboard shall be entered into without there being an aesthetic analysis, including a photo simulation of the proposed digital billboard, a photometric study, and a shade and shadow study, if applicable.

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

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

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

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

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

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

Passed, approved, and adopted this 11th day of May, 2021.

_____
TASHA CERDA, Mayor

ATTEST:

_____
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

LISA E. KRANITZ, Assistant City Attorney

Exhibit A – Gardena Transit Oriented Development Specific Plan
Exhibit B – Conditions of Approval
Exhibit C – Zoning Map
Exhibit D – Development Agreement

EXHIBIT A

CITY OF GARDENA

GARDENA TOD SPECIFIC PLAN

APRIL 2021

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CHAPTER 1. SUMMARY STATEMENT

The Gardena TOD Specific Plan (GTODSP, Specific Plan, or Plan) facilitates a transition of underutilized commercial and industrial uses into a compact transit-oriented district where residents live near, and walk or bicycle to, their offices, shopping, and recreation. The Specific Plan allows the development of up to 265 residential units with related residential amenities and ancillary uses. The proposed project is designed to be compatible with adjacent and anticipated land uses and the surrounding built environment. The Specific Plan regulates buildout of the project site in a manner that is consistent with applicable State law.

CHAPTER 2. INTRODUCTION

I. AUTHORITY

The GTODSP provides for the orderly and efficient development and revitalization of the plan area consistent with the City of Gardena General Plan policies and objectives. The GTODSP is a regulatory document prepared pursuant to the provisions of California Government Code sections 65450 through 65457, which grant local government agencies the authority to prepare specific plans for the systematic implementation of their general plan for all or part of the area covered by the General Plan.

Government Code Sections 65450 through 65454 establish the authority to adopt a Specific Plan, identify the required contents of a Specific Plan, and mandate consistency with the General Plan.

Per Government Code Section 65451, a Specific Plan must include text and a diagram or diagrams which specify all of the following in detail:

- The distribution, location, and extent of the uses of land, including open space within the area covered by the plan.
- The proposed distribution, location, extent, and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy and other essential facilities proposed to be located within the land area covered by the plan and needed to support the land uses described in the plan.
- Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.
- A program of implementation measures including regulations, programs, public works projects and financing measures necessary to carry out the above items.
- A discussion of the relationship of the Specific Plan to the General Plan.

As a regulatory document, the Specific Plan implements the General Plan as the new zoning for the Specific Plan area. All future development plans and entitlements within the Specific Plan boundaries must be consistent with the applicable standards set forth in this document as described in Chapter 8 (Implementation); the Gardena Municipal Code (Municipal Code or Code), where not modified by the Specific Plan; and the General Plan.

II. PURPOSE AND INTENT

Successful transit-oriented development districts locate urban residential uses near transit and concentrate these uses in compact areas. The GTODSP further integrates high quality housing options into northwest Gardena. The Plan provides newly constructed multi-family housing options specifically to support local companies in the technology and creative industries.

III. SITE LOCATION

The project site is located at 12850–12900 Crenshaw Boulevard in the City of Gardena (City). The location of the project site within the City boundaries is illustrated in Figure 1. An aerial photograph of the project site vicinity is provided in Figure 2.

Figure 1. *Regional and Project Vicinity Map*

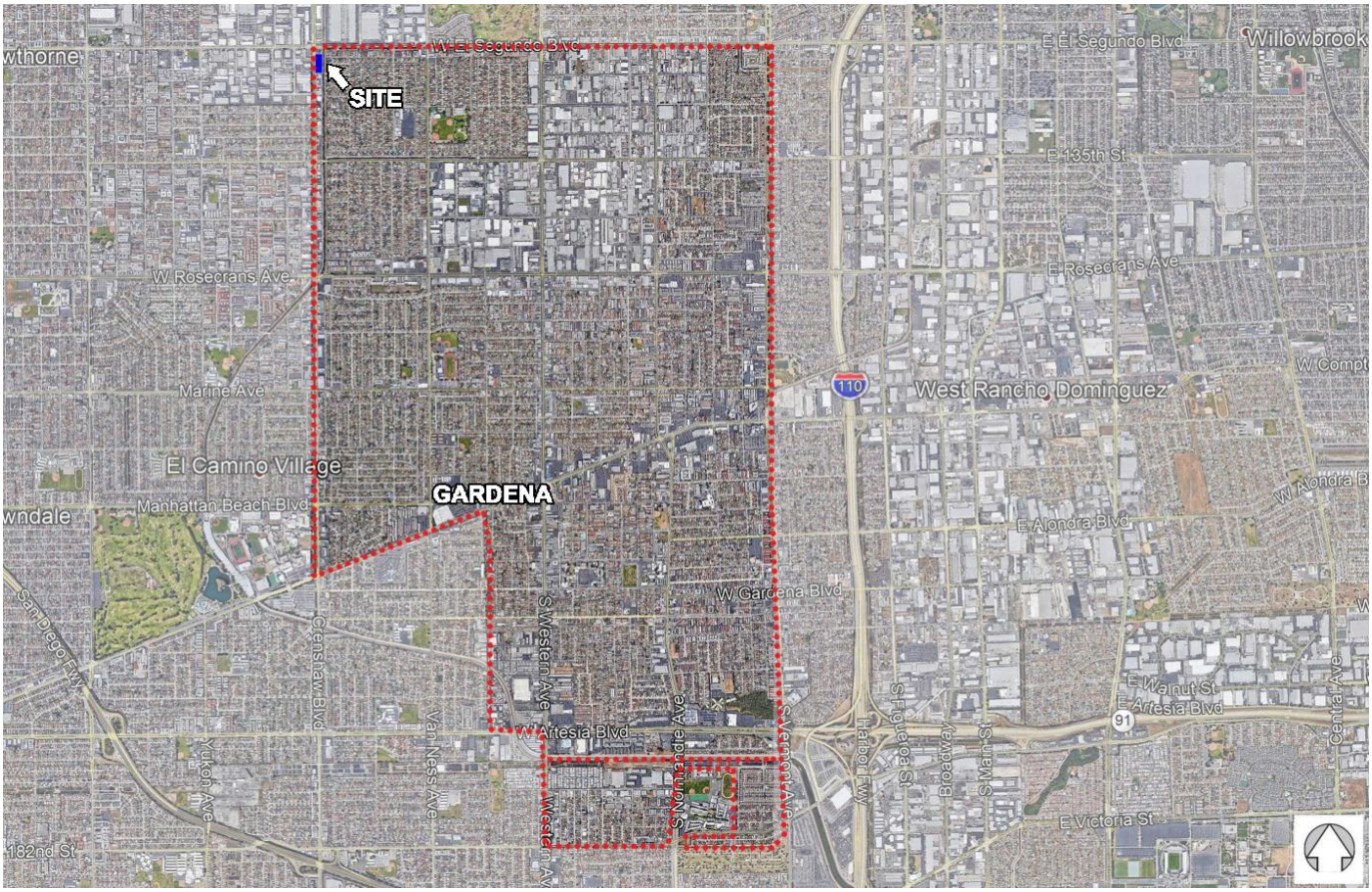
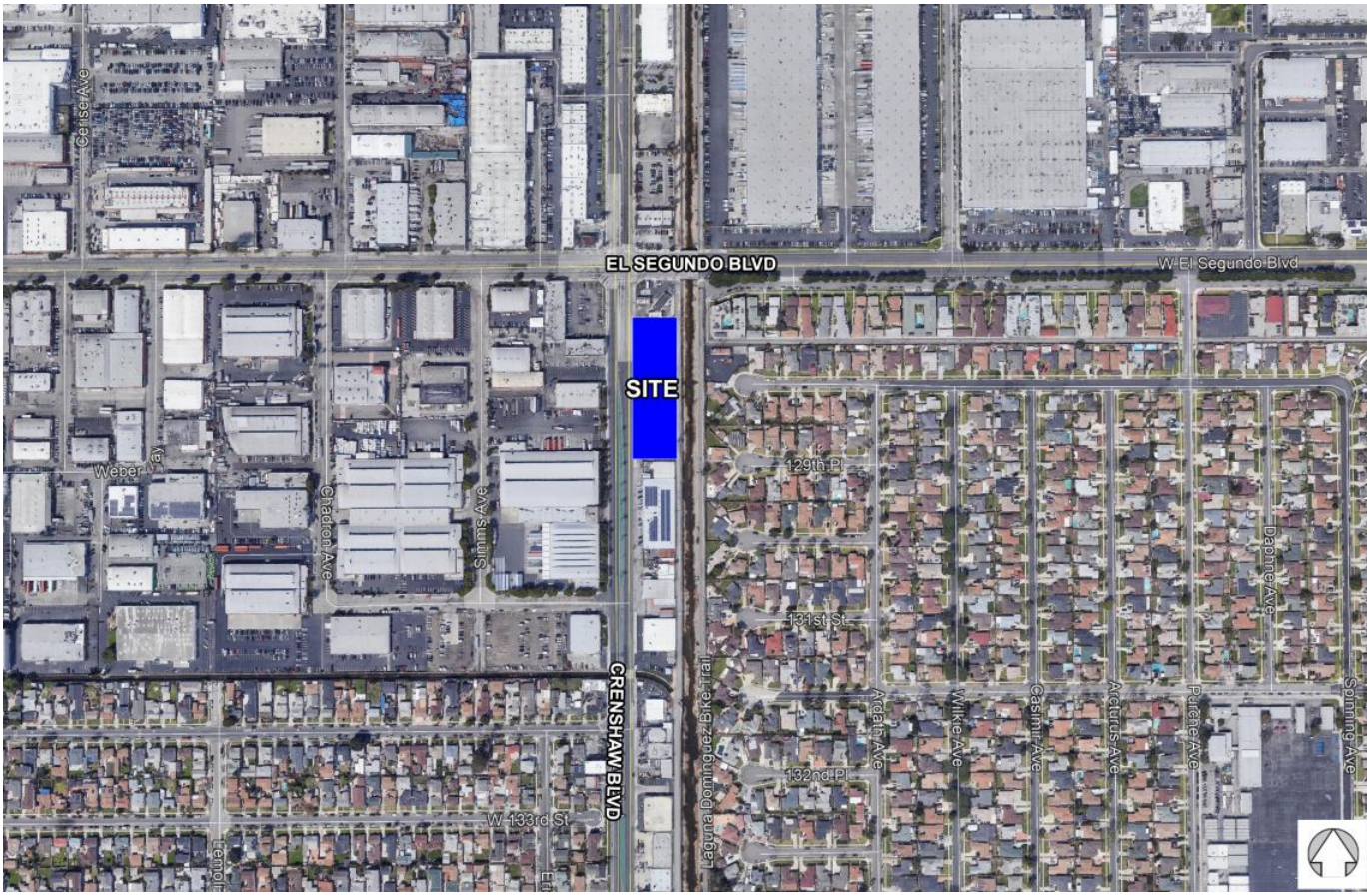


Figure 2. *Project Aerial*



Regional Setting

The City of Gardena is located in the South Bay area of Los Angeles County, approximately 12 miles south of downtown Los Angeles, approximately 7 miles southeast of the Los Angeles International Airport, and approximately 10 miles north of the Los Angeles Ports in San Pedro. The location of the project site in its regional setting is illustrated in Figure 1. A number of freeways provide regional access to and from Gardena, including the San Diego Freeway (I-405), the Artesia Freeway (SR-91), the Harbor Freeway (I-110), and the Century Freeway (I-105). Since its incorporation in 1930, the City has grown from a 3-square-mile community known for its farm products to a 5.9-square-mile, highly developed City with a population of over 60,000.

Local Setting

The 1.33-acre GTODSP area (Plan area) is located in the northwestern corner of the City of Gardena on the east side of Crenshaw Boulevard between W El Segundo Boulevard to the north and W 135th Street to the south. Crenshaw Boulevard abuts the Plan area immediately to the west, the Dominguez Flood Control Channel abuts the Plan area immediately to the east, an existing separated bicycle route runs along the Laguna Dominguez Trail to the east of the Flood

Control Channel, a gasoline station abuts the plan area immediately to the north, and light industrial uses abut the Plan area immediately to the south.

The Plan area is part of a larger engineering, commercial, and employment center that generally stretches north to south from I-105 to Rosecrans Avenue and east to west from Van Ness Avenue to Prairie Avenue. The larger surrounding area includes a variety of land uses and transportation infrastructure and facilities, including the Metro Green Line Crenshaw Station and I-105. The Plan area is generally surrounded by general commercial, logistical, and research and development land uses. Adjacent uses to the east, across the Dominguez Channel, primarily consist of single-family homes, with some multi-family uses across the Channel at the north end. North of the Plan area across W El Segundo Boulevard is a new 230-unit transient oriented development (TOD) project, approved by the City of Hawthorne pursuant to the Green Line Mixed Use Specific Plan, under construction as of the time of the adoption of this Specific Plan.

Crenshaw Boulevard, a north-south street forming the western boundary of the GTODSP area, delivers direct access to the Specific Plan area from Interstate 105 (I-105), which is 0.62 miles north of the Plan area. I-105 provides access to I-405 to the west and I-110 to the east. The intersection of Crenshaw Boulevard and I-105 is the location of the Metro Green Line Crenshaw Station. Local access to the plan area is also provided from El Segundo Boulevard, traveling east-west just north of the Specific Plan area.

The Plan area is within walking distance of the Crenshaw Station, enabling direct non-vehicular access and transportation to downtown Los Angeles and throughout Los Angeles County. The Plan area is also directly adjacent to Metro's 710 Route, which runs from Koreatown to Redondo Beach along Crenshaw Boulevard and which Metro has targeted for higher-frequency service as part of its NextGen Bus Plan, as well as other local bus lines. The GTODSP area is also within walking distance of a variety of retail opportunities and local eateries, many of which are in a large commercial center immediately south of the Crenshaw Station and I-105. The Plan area's proximity to the Crenshaw Station and commercial centers make it suitable for the type of transit-oriented development envisioned by this Specific Plan. The GTODSP's transit-rich setting offers future residents' access to regional destinations, including beaches to the west and downtown Los Angeles to the north, without the need for an automobile. However, direct access to three major freeways also allows convenient automobile access for those who choose to drive.

IV. PROJECT HISTORY AND BACKGROUND

The South Bay is evolving from a historically underutilized, heavy-industrial area to a hub of innovation and creativity, home to technology firms and industries. The presence of internationally prominent technology and creative companies and the GTODSP area's proximity

to the Crenshaw Station and other transportation infrastructure are anticipated to attract other technology firms considering expansion or relocation. However, innovative technology firms and their employees place a premium on quality-of-life and livability factors. These factors include access to high-quality housing; social, cultural, and environmental amenities; access to shops and restaurants; and lower-stress commutes.

The GTODSP will support the expanding regional technology industry with newly constructed, high-quality, multi-family housing options. The current jobs-housing regional imbalance negatively impacts the local economy, the regional transportation network, the environment, and the personal lives of employees and their families. The GTODSP is consistent with recent legislative efforts (such as Senate Bill 375) that aim to reduce greenhouse gas emissions by encouraging development proximate to transit and employment centers which ultimately shortens trip lengths and reduces vehicle miles traveled (VMT).

V. PROJECT DESCRIPTION

The project includes the demolition of an existing single-story building for the construction and development of an eight-story residential building with up to 265 dwelling units. The building includes a maximum of eight stories with a maximum height of up to 100 feet, as measured from the finished floor (i.e., the level of the finished floor on the ground level) to the highest point on the roof. The building will include five and one-half levels of residential floors over two and one-half levels of parking (the third level being half-residential and half-parking). The project will provide on-site vehicular parking at one space per unit (unbundled) and secured bicycle parking spaces for residents. The Project is located on an approximately 58,144 square foot parcel that includes up to a maximum of 247,112 square feet of total floor area with a floor area ratio (FAR) of up to 4.25:1.

The project's building design will incorporate an architectural style and scale that is compatible with the intended use. Architectural details may draw upon new local technology buildings or other nearby features that contribute to the aesthetic ambience of the immediate area. The project will provide consistency in architectural style throughout the project and will promote a unique style of design achieved through the creative use of massing, roof forms, materials, and facades. Additional architectural guidelines are included in Chapter 6, Section I. of this Specific Plan.

The project is a transit-oriented development that will locate urban residential uses near public transit. The project site is located within walking distance of the Crenshaw Station, numerous local and regional bus lines, and neighborhood-serving commercial uses, providing residents with

an urban experience, activating the streetscape and pedestrian realm, reducing dependence on the personal automobile. The project will also help to address the regional jobs-housing imbalance, support the local economy by creating newly constructed, high-quality, multi-family housing options in northwest Gardena near significant employment centers in the technology and creative industries.

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

VI. ENVIRONMENTAL ASSESSMENT

An Environmental Impact Report (EIR) has been prepared and certified in accordance with the provisions of the California Environmental Quality Act (CEQA) to address the potential environmental effects of the GTODSP. In conjunction with the EIR, the project will implement mitigation measures to reduce potential impacts resulting from project implementation to a less-than-significant level [(SCH#2020080305)]. All mitigation identified in the EIR are incorporated in this Specific Plan by reference.

VII. RELATED APPLICATIONS AND DOCUMENTS

In addition to approval of this Specific Plan (SP #1-20), the following entitlements were also approved or will be approved by the City and are required to develop the project:

General Plan Amendment (GPA #1-20)

A general plan amendment to (i) change the land use designation on the General Plan Land Use Map from “General Commercial” to “Gardena TOD Specific Plan” and (ii) amend the Land Use Element text and Land Use Element Table LU-3 to allow the mix of uses and densities specified in this Specific Plan.

Zone Change/Zone Text Amendment (ZC #1-20/ZCA #3-20)

A corresponding zoning map amendment to replace the existing General Commercial (C3) zoning with the Gardena TOD Specific Plan zone and to amend the text of the Gardena Municipal Code to add this new zone. Changes are also being made to the zoning provisions of the Gardena Municipal Code relating to billboards in order to allow a dynamic, digital billboard in the Specific Plan area.

Development Agreement (DA #1-20)

A development agreement between the City and developer that guarantees the right to build the development as set forth in this Specific Plan for a period of 10 years and provides a community benefit to the City in the form of revenue from the billboard.

Lot Line Adjustment (LLA #1-20)

A lot line adjustment to combine the GTODSP site's four legal lots into a single development site.

Site Plan Review (SPR #1-20)

Review of the physical design of the development.

CHAPTER 3. CONTEXT AND EXISTING CONDITIONS

I. PROJECT SITE AND LAND USES

The GTODSP area consists of a single tax parcel and four legal lots totaling approximately 1.3 acres in size, situated between Crenshaw Boulevard and the Dominguez Flood Control Channel. Existing land uses in the GTODSP area include a dilapidated, one-story, approximately 24,000 square-foot light industrial building operating as an auto-parts warehouse at the time the Specific Plan was initiated, and a paved parking area to the north of the building.

A photo of the existing parcel is provided in Figure 3.

Figure 3. *Existing Uses*



II. TOPOGRAPHY

The topography of the site slopes from the northeast corner to the southwest corner, with an elevation difference of approximately 3’ across the site. An existing unpaved maintenance roadway owned by the Los Angeles County Flood Control District lies along the Dominguez Channel to the east of the site. It slopes in a southeasterly direction toward the channel.

A topographical survey of the GTODSP area is provided in Figure 4.

Figure 4. *Topographical Survey*

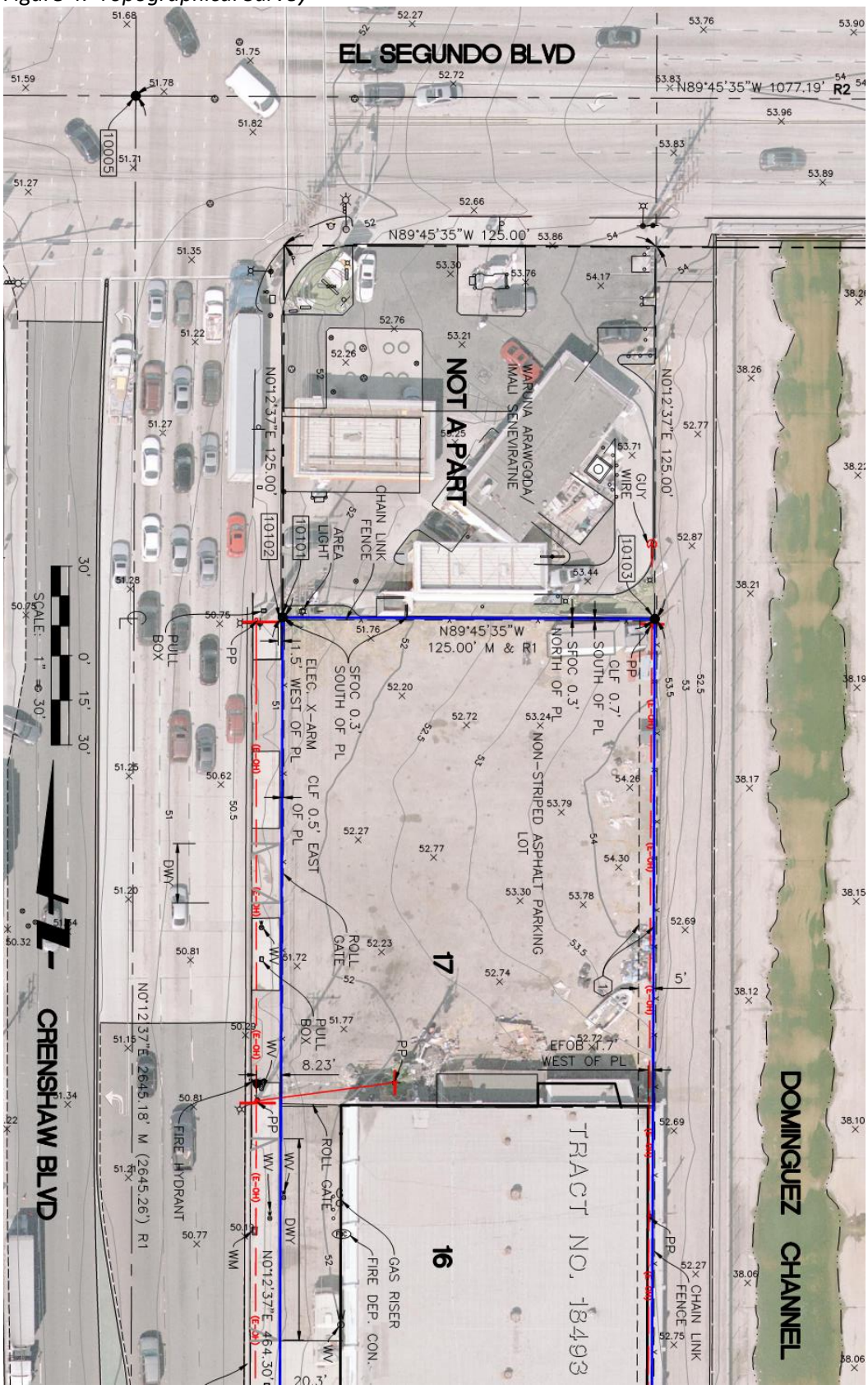
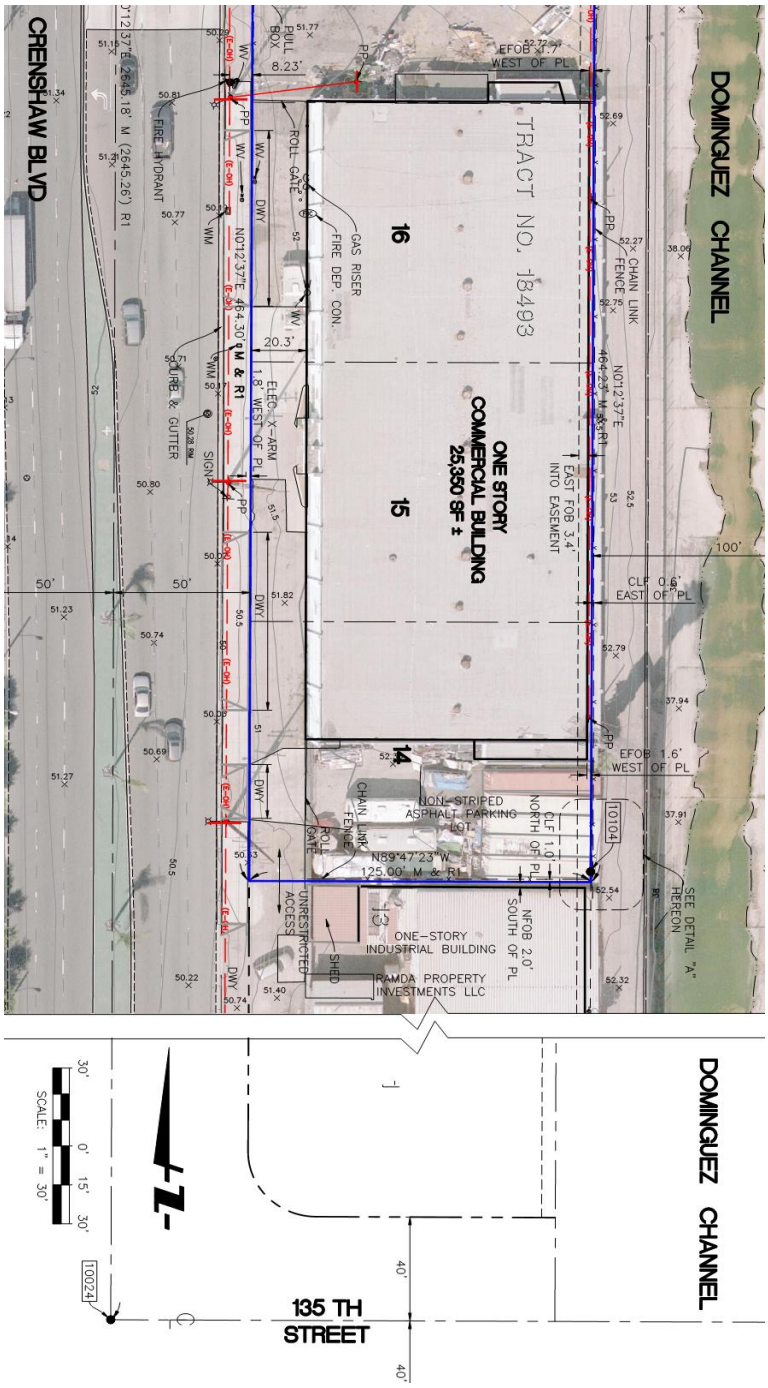


Figure 4. *Topographical Survey (Cont'd)*



III. GEOLOGY AND SOILS

A geotechnical study of the GTODSP area was prepared by Geotechnologies Inc. on January 30, 2020. Existing geology and soils conditions are taken from the geotechnical study.

Based on review of available geologic maps, the site is not located within an Alquist-Priolo Earthquake Fault Zone. The site is located approximately 1.2 miles south and 1.6 miles west of sections of the Inglewood fault zone. In addition, the site is not located in a liquefaction zone.

The site is underlain by artificial fill and alluvium. The fill encountered on the site ranged in depth from 2½ to 3 feet from existing grade. The fill is in turn underlain by native alluvial soils.

Groundwater was encountered at depths ranging from 26½ to 28 feet below the existing grade. Based on available groundwater data, the historically highest groundwater level for the site was approximately 25 feet below the ground surface.

The primary geologic hazard at the site is moderate to strong ground motion (acceleration) caused by an earthquake on any of the local or regional faults. The potential for other earthquake-induced hazards was also evaluated including surface rupture, liquefaction, dynamic settlement, inundation and landsliding.

IV. HYDROLOGY

A hydrology study of the GTODSP area was prepared by Fuscoe Engineering on April 24, 2020.

The site drains in a southwesterly direction and discharges via sheet-flow to Crenshaw Boulevard. From there, the drainage is directed south towards an existing public catch basin in Crenshaw Boulevard near W 131st Street. The drainage is ultimately conveyed to the Dominguez Channel, a Los Angeles County Flood Control District (LACFCD) Channel, located easterly of the site.

The grading pattern for the proposed development will largely be consistent with that of the existing condition and surface flow westerly towards Crenshaw Boulevard. The site is currently approximately 95 percent impervious. The proposed project will increase the pervious area of the site by approximately five percent.

V. GENERAL PLAN AND ZONING DESIGNATIONS

The City of Gardena's General Plan Land Use Plan currently designates the project site for General Commercial land uses, with a maximum floor area ratio (FAR) of 0.5. The General Commercial land use designation provides for a wide range of larger scale commercial uses to serve both the needs of the City and the region. It is intended for commercial uses such as regional retail, automobile dealerships, supermarkets, junior department stores, financial centers, professional offices, restaurants, and other commercial uses oriented to the traveling public. Its corresponding zoning includes General Commercial (C3), the current zoning district of the Plan area.

Adjoining properties to the north and south are also designated and zoned General Commercial. Property to the west of the plan area is located in the City of Hawthorne and is zoned for general commercial and industrial uses, while the Dominguez Flood Control Channel to the east is designated for Public/Institutional land uses (i.e., public, quasi-public and official uses and public or community facilities).

As described in Chapter 7, Section I, below, the General Plan, General Plan Land Use Map, Zoning Ordinance and Zoning Map have been amended by resolution and ordinance concurrent with adoption of this Specific Plan to ensure complete consistency.

VI. CIRCULATION

Three major freeways provide regional access to the project site: I-105 to the north, I-405 to the west, and I-110 to the east.

Circulation along I-105 connects to the project via Crenshaw Boulevard, which runs along the western boundary of the GTODSP area. Local access to the plan area is also provided from El Segundo Boulevard, traveling east-west just north of the Specific Plan area.

Crenshaw Boulevard provides local access to the site. Crenshaw Boulevard is a major divided arterial, with a total of six lanes west of the site.

A sidewalk along the east side of Crenshaw Boulevard provides pedestrian access to the site.

VII. UTILITIES AND SERVICES

Ensuring the GTODSP area is served by adequate infrastructure is critical to the successful implementation of the Plan and future development of the area.

Stormwater and Drainage

Stormwater from the GTODSP area is generally conveyed to the Dominguez Channel through curb and gutter along Crenshaw Boulevard. The GTODSP area is currently built out and covered with a combination of structures, surface parking, and other impervious surfaces.

Sewer

The City of Gardena is responsible for maintaining the existing sewer lines that provide wastewater collection, conveyance, and management surrounding the property. City of Gardena as-built plans show an 8-inch vitrified clay pipe (VCP) approximately 34 feet east of the centerline of Crenshaw Blvd. The existing sewer pipe has a peak flow rate of 24,000 GPD which equates to

being 17 percent full.

Water

Water and fire services are provided to the property by an 8-inch cast iron line owned and maintained by the Golden State Water Company. There are currently existing domestic and fire water laterals serving the site. There is an existing fire hydrant adjacent to the northwestern portion of the Plan area.

Electrical Power

The site is currently served by overhead power lines on the east side of the Crenshaw Boulevard owned and maintained by SoCal Edison.

Natural Gas

It does not appear that the site is currently served by natural gas. There is currently existing infrastructure in the street owned and maintained by SoCalGas. There is a 20-inch transmission line on the west side of the street and a 4-inch distribution line on the east side of the street.

Solid Waste

Waste Resources of Gardena provides solid waste pickup services for the City.

Fire Protection Services

The Los Angeles County Fire Department provides fire protection services and emergency medical service to the City. The closest facility to the project site, located 0.5 miles to the north and a two-minute driving distance, is Fire Station 162 at 12151 Crenshaw Boulevard in Hawthorne, California. The next-closest facility to the project site, located 1.2 miles to the southeast and a 3-minute driving distance, is Fire Station 159 at 2030 W 135th Street. The provision of water for fire suppression is available from existing water lines via adjacent hydrants.

Police Protection Services

The Gardena Police Department (Gardena PD) provides police protection services to the City. The Specific Plan area is approximately 3.4 miles from the police station located at 1718 W 162nd Street. The Gardena PD divides the City into three districts, each with its own District Policing Team. The project site is located within District 1.

Library Services

The Los Angeles County Library provides library services to the City. There are two libraries within

City limits. The closest library facility to the project site, located 1.1 miles to the south and a two-minute driving distance, is the Masao W. Satow Library at 14433 South Crenshaw Boulevard.

Schools

The Los Angeles Unified School District provides educational services and facilities for students from kindergarten through twelfth grade. The project site is within the service district of LAUSD and is served by three schools: Purche Avenue Elementary School, Peary Middle School, and Gardena Senior High School. The enrollment at all three of these schools has been dropping over the years. Animo Legacy Charter Middle School is also in the vicinity located approximately 1.3 miles to the northeast.

CHAPTER 4. SPECIFIC PLAN CONCEPTS

I. PROJECT GOALS AND OBJECTIVES

The overall purpose of the GTODSP is to be a catalyst to transform northwest Gardena into a vibrant, transit-oriented neighborhood. Implementation of the GTODSP would provide newly-constructed, high-quality multi-family housing and help facilitate a more complete community by bringing new residents to the neighborhood, reducing the regional jobs-housing imbalance, improving the streetscape, activating the pedestrian realm, and helping transition an automobile-oriented corridor to transit-oriented development. The GTODSP permits urban residential land uses and establishes building and site design, transportation, infrastructure, and streetscape strategies to achieve this vision. The project is guided by the following major objectives:

1. Diversify the City of Gardena's existing multi-family housing options to serve the region's growing and evolving technology and creative sectors and aid in recruiting talent for local companies.

2. Support the expanding technology and creative sector with newly constructed, high-quality multi-family housing opportunities, enabling local employees to live close to where they work.

3. Cluster urban development near the Crenshaw Station, technology firms, and other large employment centers, providing City residents with the opportunity to live, work, and shop with less reliance on automobiles.

4. Establish multi-family development that meets high standards of design and pursues environmental sustainability.

5. Provide digital, animated and moving signage for both off-site advertising as well as community programming and City revenue sharing public benefit purposes.

6. Redevelop a blighted, non-conforming site, increase tax revenues to the City, and create a catalyst for future development in the northern portion of Gardena.

II. SITE PLAN / RENDERINGS

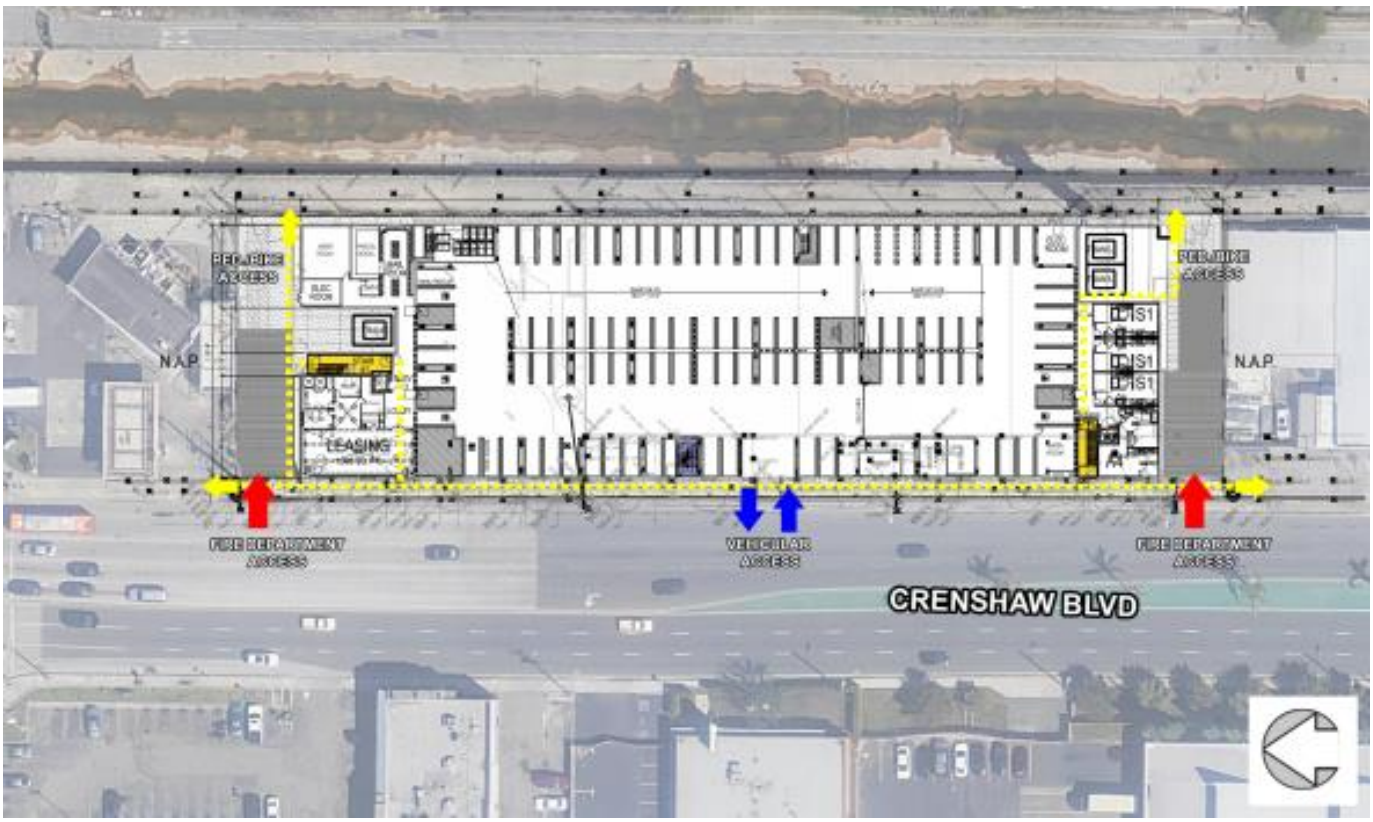
The GTODSP generally provides for development of up to 265 residential units with related amenities and ancillary uses. A full copy of the Site Plan, including the renderings, is attached as

Exhibit A. Development within the GTODSP area must be substantially consistent with this Exhibit.

III. TRANSPORTATION/CIRCULATION PLAN

The circulation plan for the GTODSP is provided in Figure 5.

Figure 5. *Circulation Plan*



On-Site Circulation and Access

The project replaces an operating auto-parts warehouse and surface lots that contain perpendicular parking areas and six curb cuts that interrupt the sidewalk. The proposed project replaces the existing light industrial land use with a new residential building with multi-modal amenities located near several transit service routes. The proposed vehicle access point will improve the frontage along Crenshaw Boulevard and will significantly reduce the number of curb cuts and potential conflict points between vehicles and pedestrians.

Vehicular access will be provided along the northbound side of Crenshaw Boulevard at one

driveway located approximately at the center of the project site. An existing raised median along Crenshaw Boulevard limits access to northbound right-turn entry/right-turn exit site access only. Per the Los Angeles County Fire Department, a 26-foot wide fire access lane is required along both the north and south property lines with direct access to Crenshaw Boulevard. On-site parking will be provided in an enclosed garage consisting of two-and-a-half vertical floors, starting at the ground level. The parking garage is designed to permit two-way travel between the various levels with adequate circulation.

Pedestrian Access

Pedestrian access to the project site will be provided on the ground floor with primary pedestrian access located at the building lobby located on the northern portion of the site. Additional restricted pedestrian access will also be provided to residential units on the southern end of the site, and via the parking garage. On-site pedestrian circulation will consist of a network of pathway connections between residential units, common areas, and the parking garage. Existing sidewalks are provided along the project frontage and within a continuous and complete pedestrian network in the surrounding area. Marked crosswalks are provided on all legs of the nearest intersection of Crenshaw Boulevard and El Segundo Boulevard, which provide direct access to transit stops and surrounding land uses.

Transit Access

The project site is well-served by transit service via Metro and the City of Gardena's transit service, GTrans. The Crenshaw Station is located 0.6 miles north of the project site, providing access to light rail. The project site is also located within a quarter-mile of nine bus stops. The following bus routes provide service within the immediate vicinity of the project site:

Route 5 (GTrans): connects to Metro buses on El Segundo Boulevard and to Metro Rail at the Imperial and Aviation Stations. Popular destinations on this bus route include Centennial High School, Hawthorne High School, Hawthorne Memorial Center, Hawthorne Sports Center, MLK Community Hospital and Magic Johnson Park.

Route 126 (Metro): connects to Manhattan Beach – Hawthorne Metro Rail Station via El Camino College.

Route 210 (Metro): connects to Hollywood/Vine Station – South Bay Galleria via Crenshaw Boulevard.

Route 710 (Metro): connects to Wilshire Center – South Bay Galleria via Crenshaw Boulevard.

Bicycle Access

Secured bicycle storage will be provided in the enclosed garage. There is an existing separated bicycle route along the Laguna Dominguez Trail behind the project site on the east side of the Dominguez Flood Control Channel. The Laguna Dominguez Trail spans nearly three miles between Lawndale and Hawthorne and can be accessed from El Segundo Boulevard, approximately 200 feet from the project site. The bicycle route provides direct access to the Crenshaw Station.

Transportation Demand Management

This section describes transportation demand management (TDM) strategies that will be implemented in the GTODSP area to advance the Plan's vision for multi-modal transportation. The project will integrate TDM measures to reduce single-occupant automobile travel and take advantage of the GTODSP's proximity to large employment centers, transit services, and bicycle and pedestrian facilities. The following applicable TDM strategies shall be provided by the developer of the GTODSP property.

Unbundled Parking. There shall be a charge for parking spaces. The property owner shall unbundle automobile parking charges from the rents or other fees charged for leasing residential units in the GTODSP area.

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

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

On-site Residential Bicycle Parking. One bicycle parking space shall be provided for every residential unit (located in secured facilities accessible only by residents). There will also be unsecured bicycle parking spaces for guests, provided at-grade on a first-come, first-serve basis. All bicycle parking shall be located in a safe, convenient location, encouraging the use of bicycle transportation by residents and guests.

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

One-time Free Monthly Pass. During the initial 24-month period that units become available for rent, new residents who commence a 12-month lease shall be offered a one-time free monthly Metro pass.

IV. GRADING PLAN

The grading plan for the GTODSP area is provided in Figure 6.

Figure 6. *Grading Plan*

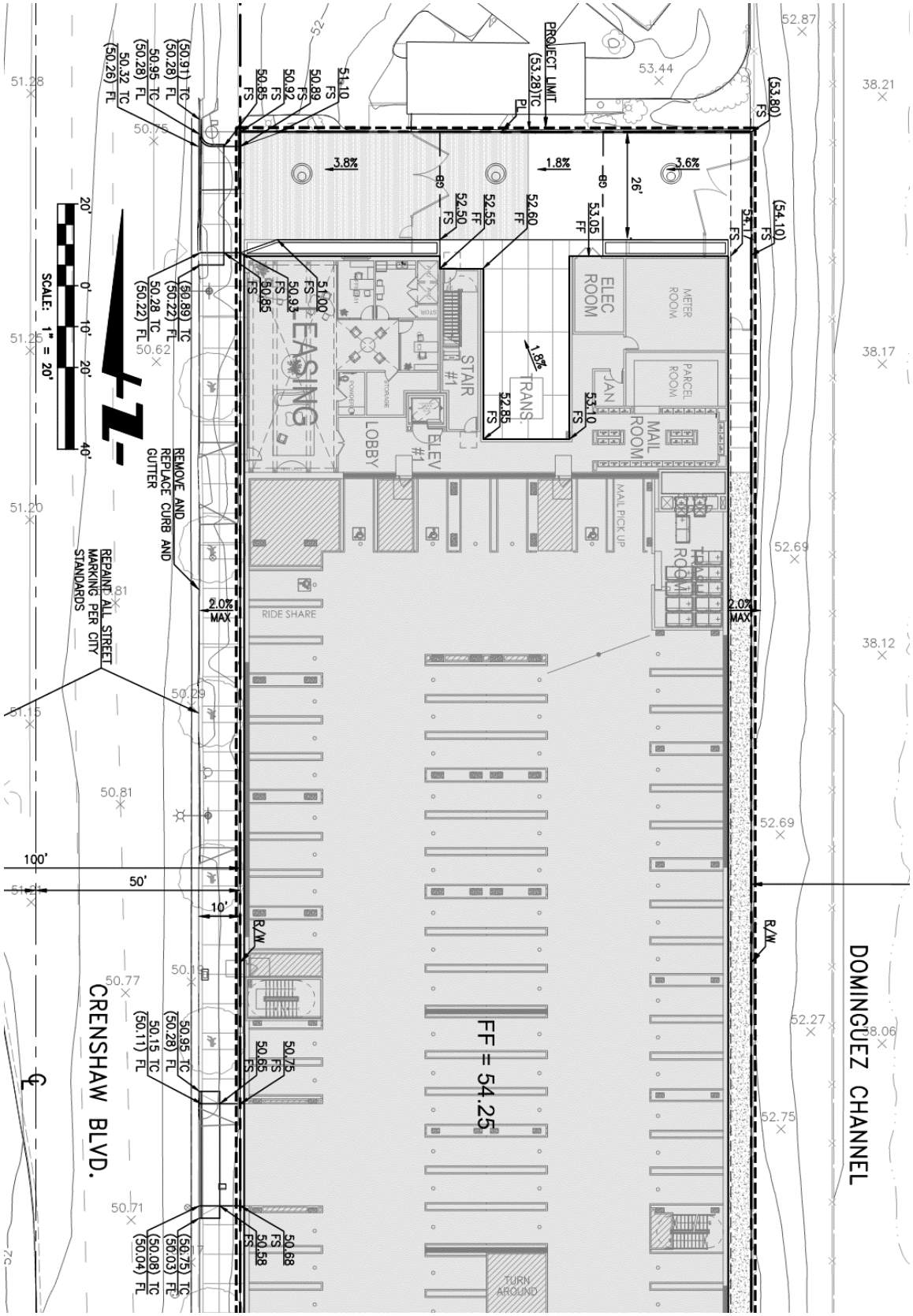
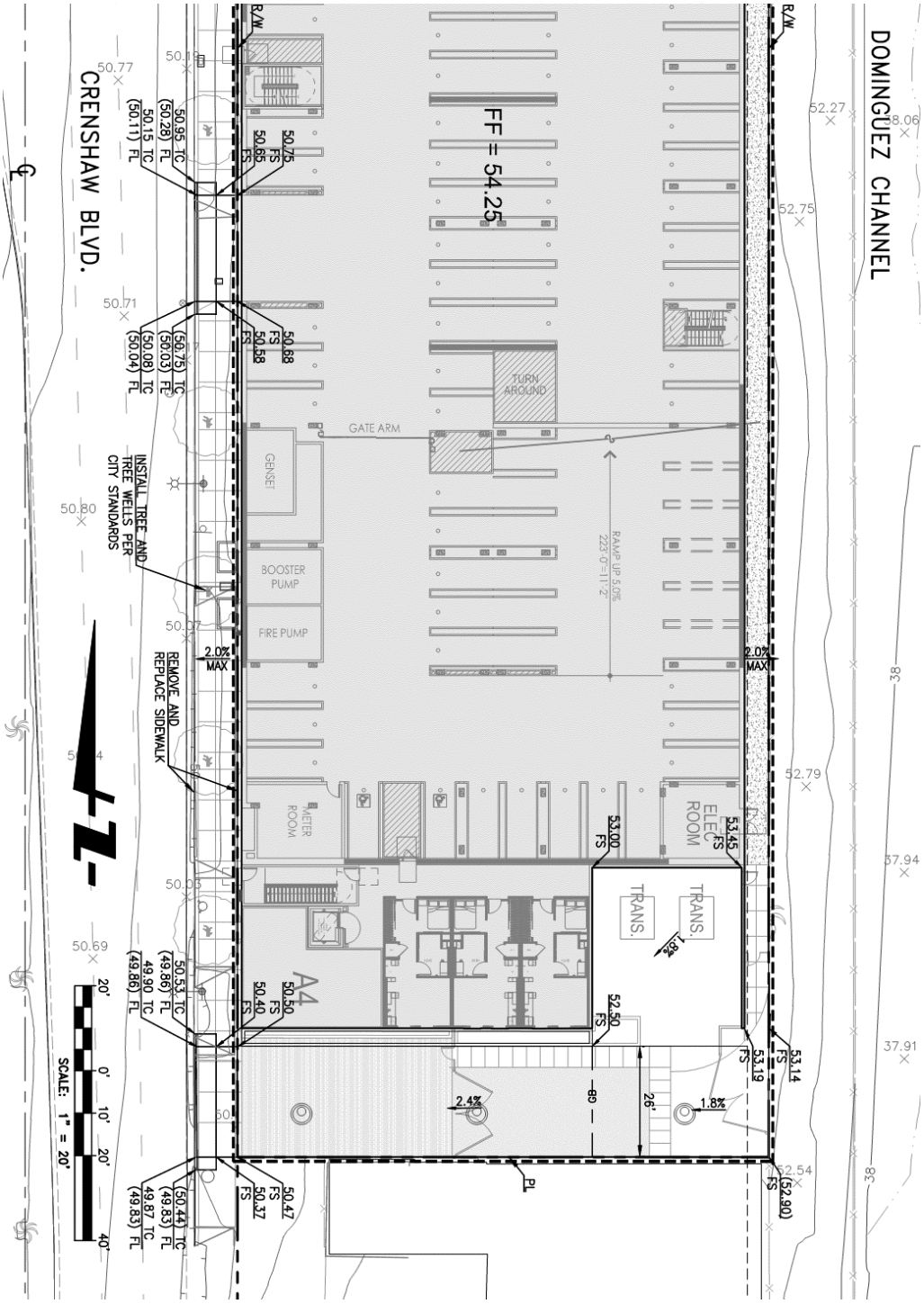


Figure 6. *Grading Plan (Cont'd)*



The site will be graded to mimic the existing grading and drainage patterns. The overall site grading and drainage pattern will be westerly towards Crenshaw Boulevard. Onsite area drains and catch basin will collect all onsite runoff prior to discharging through the curb into the existing gutter.

V. PUBLIC FACILITIES / UTILITIES PLAN

Existing utility infrastructure capacity for this area has been confirmed through regional area capacity studies and load-based assessment using proposed development parameters.

Stormwater and Drainage

As noted above, the GTODSP area is currently approximately 95 percent impervious. The construction of the proposed project will increase the site's permeability by approximately five percent. The project will not substantially change either the amount or rate of stormwater runoff flows currently generated in the Specific Plan area. In compliance with existing regulations, the GTODSP developers will provide all necessary drainage improvements and implement best management practices (BMPs) in compliance with National Pollutant Discharge Elimination System (NPDES) requirements, through a combination of infiltration, biofiltration, and possibly some capture-and-reuse.

The drainage improvements are subject to the City's standard development review and permit process, including plan checks and inspections.

The proposed project shall be graded to collect stormwater onsite and route the water by means of various BMP solutions and into the street flow line of Crenshaw Boulevard. The project shall utilize overflow drainage features if an influx of stormwater overtaxes the system.

Based on City code, the project will be required to treat the volume of water as determined by the Los Angeles County 85th Percentile 24-hour event precipitation isohyetal map.

Sewer

As noted above, City of Gardena as-built plans show an 8-inch vitrified clay pipe (VCP) approximately 34 feet east of the centerline of Crenshaw Blvd. The existing sewer pipe has a peak flow rate of 24,000 GPD which equates to being 17 percent full. The project is expected to keep the pipe flowing at less than the recommended guideline of 50 percent.

The project will connect to the existing sewer main through a series of laterals varying in size from four to eight inches.

Water

As noted above, there is an existing fire hydrant on the east side of Crenshaw Boulevard adjacent to the northwestern portion of the site. A new fire hydrant will be added at the south end of the property as required by the Los Angeles County Fire Department.

Development of the GTODSP will include all state mandated water-saving features, including water-efficient faucets, shower heads, and toilets.

The project will connect a domestic water line, a fire line, and irrigation line to the existing main.

Electrical Power

As noted above, the site is currently served by overhead power lines on the east side of the Crenshaw Boulevard owned and maintained by SoCal Edison. These lines will be placed underground within the project site as part of the project to provide permanent electrical power.

Natural Gas

As noted above, although the site is not currently served by natural gas, there is existing infrastructure in the street owned and maintained by SoCalGas, including a 20-inch transmission line on the west side of the street and a 4-inch distribution line on the east side of the street. It is anticipated that the project will be served by the 4-inch line on the far side of Crenshaw Boulevard.

Solid Waste

As noted above, solid waste pickup for the site will be handled by Waste Resources of Gardena. The trash pickup location will be coordinated with Waste Resources.

Public Services

The project site and surrounding area is developed and afforded all municipal services. Police protection services for Gardena are provided by the Gardena PD. Fire protection and emergency medical response services for Gardena are provided by the Los Angeles County Fire Department (LACFD). The LACFD operates two fire stations within the City of Gardena and several other fire stations in the vicinity of the project site. The LACFD Fire Station that will serve the Gardena TOD Specific Plan is Fire Station 162, located approximately 0.5 miles away at 12151 Crenshaw Boulevard in the City of Hawthorne. Because of the strategic location of the station, response times for emergency calls are generally within the four-minute goal established by the LACFD.

The provision of water for fire suppression is available from an existing 8-inch water line located in Crenshaw Boulevard. A two-hour fire flow test for the 6-inch hydrant located nearest the Project Site (Hydrant 163) determined that, at the required residual pressure of 20 pounds per square inch, a fire flow of 7,124 gallons per minute (gpm) was provided for the duration of the test, satisfying LACFD's minimum fire flow requirements of 3,000 gpm. Therefore, there would be adequate water service to satisfy the project's fire protection demand.

Educational services are provided to Gardena by the Los Angeles Unified School District (LAUSD). The project site is within the service district of LAUSD and is served by three schools: Purche Avenue Elementary School, Peary Middle School, and Gardena Senior High School. The enrollment at all three of these schools has been dropping over the years. Animo Legacy Charter Middle School is also in the vicinity located approximately 1.3 miles to the northeast.

VI. RECREATION AND OPEN SPACE PLAN

The recreation and open space plan for the GTODSP area is provided in Figure 7.

Figure 7. *Recreation and Open Space Plan*



The project will provide a minimum of 8,500 square feet of common open space and may provide additional private open space (such as balconies for certain dwelling units) for resident use and enjoyment.

The project's common open space and amenities consist of a series of courtyards and open areas, both active and passive, distributed in three levels for use by residents and their guests. The proposed open spaces and amenities shall include, at a minimum:

- Dog park;
- Swimming pool and upper-level courtyard(s);
- Fitness room;
- Club house; and
- Co-working space.

VII. PHASING PROGRAM

The proposed project within the GTODSP area is envisioned to be built in one phase. Phased occupancy of the proposed project is permitted. A Temporary Certificate of Occupancy may be issued pending clearance of certain final project conditions of approval, subject to approval by the Community Development Director.

VIII. LANDSCAPE PLAN

The landscape plan for the GTODSP area is provided in Figures 8A – 8H.

Figure 8A. *Landscape Plan – Ground Level*



Figure 8B.

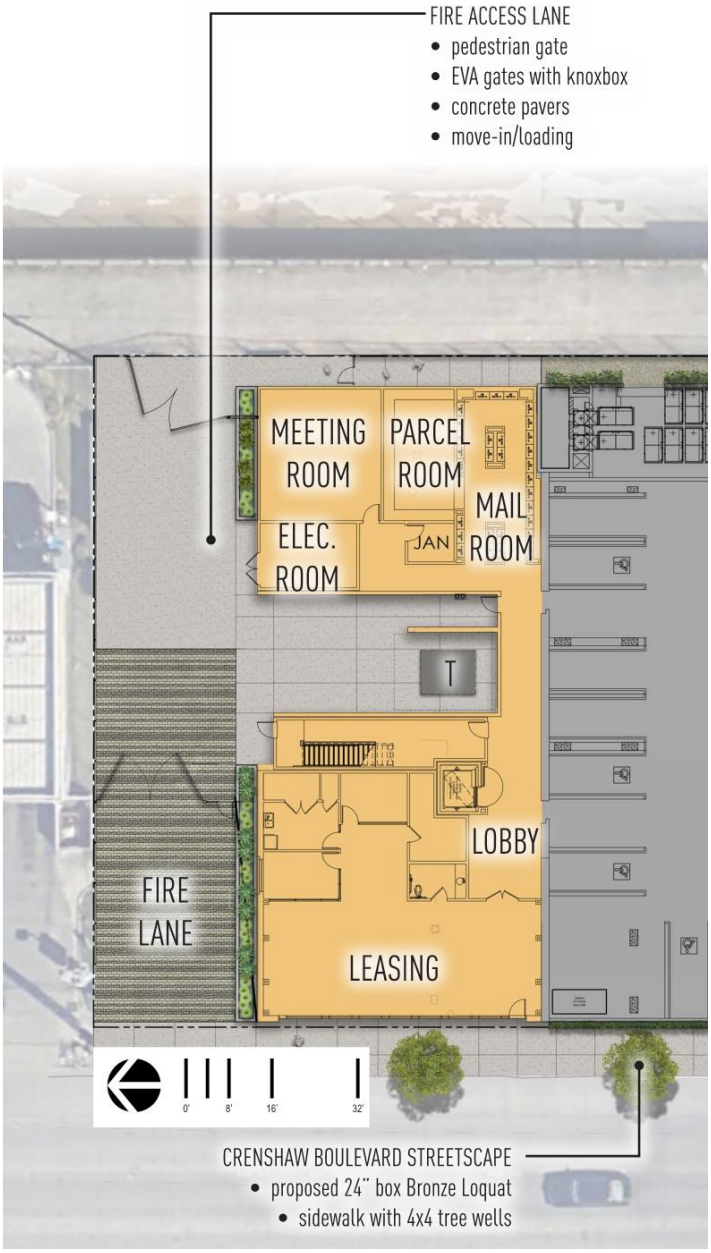


Figure 8C.

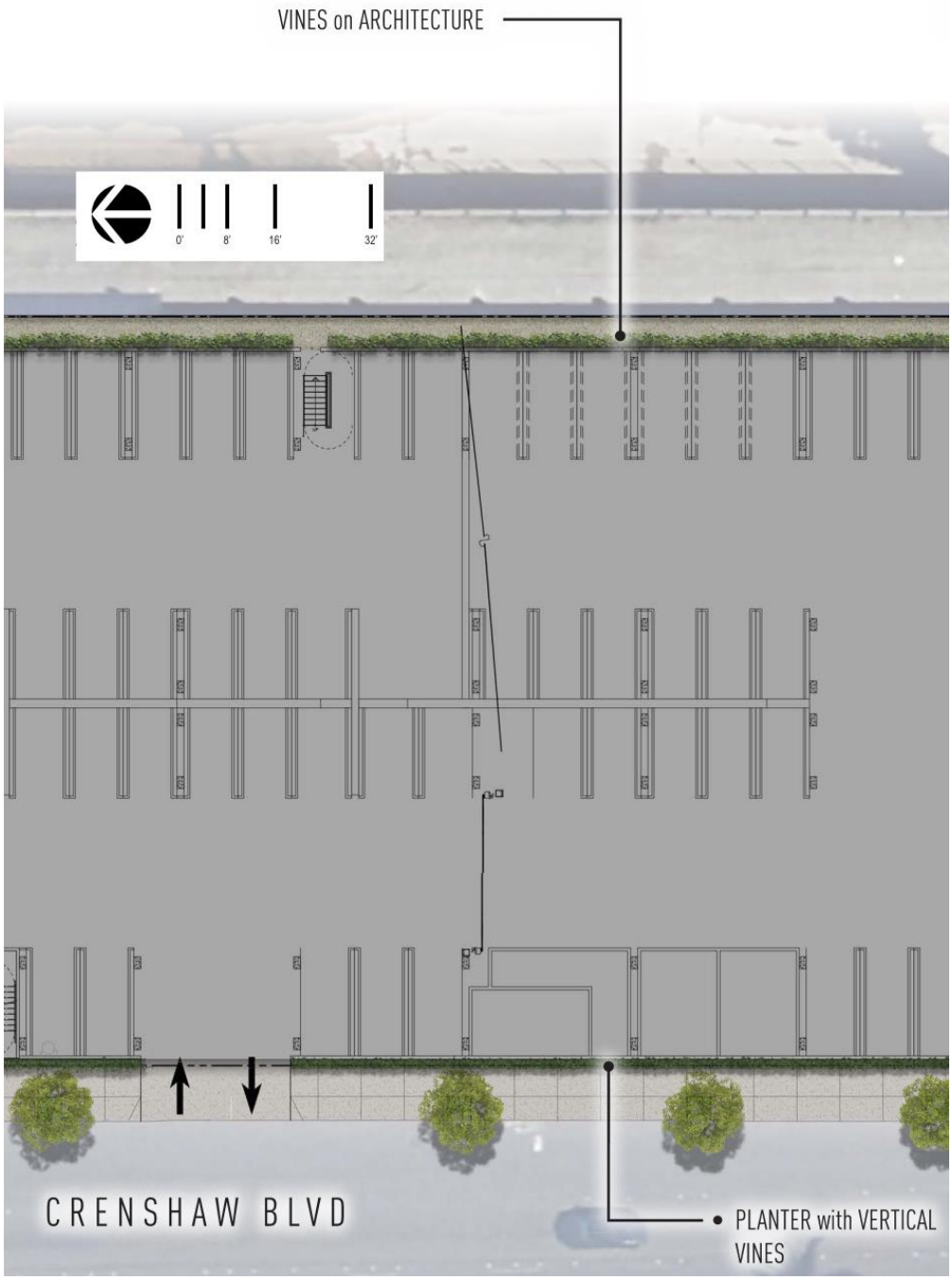

VINES on ARCHITECTURE
0'
8'
16'
32'
CRENSHAW BLVD
PLANTER with VERTICAL VINES

Figure 8D.

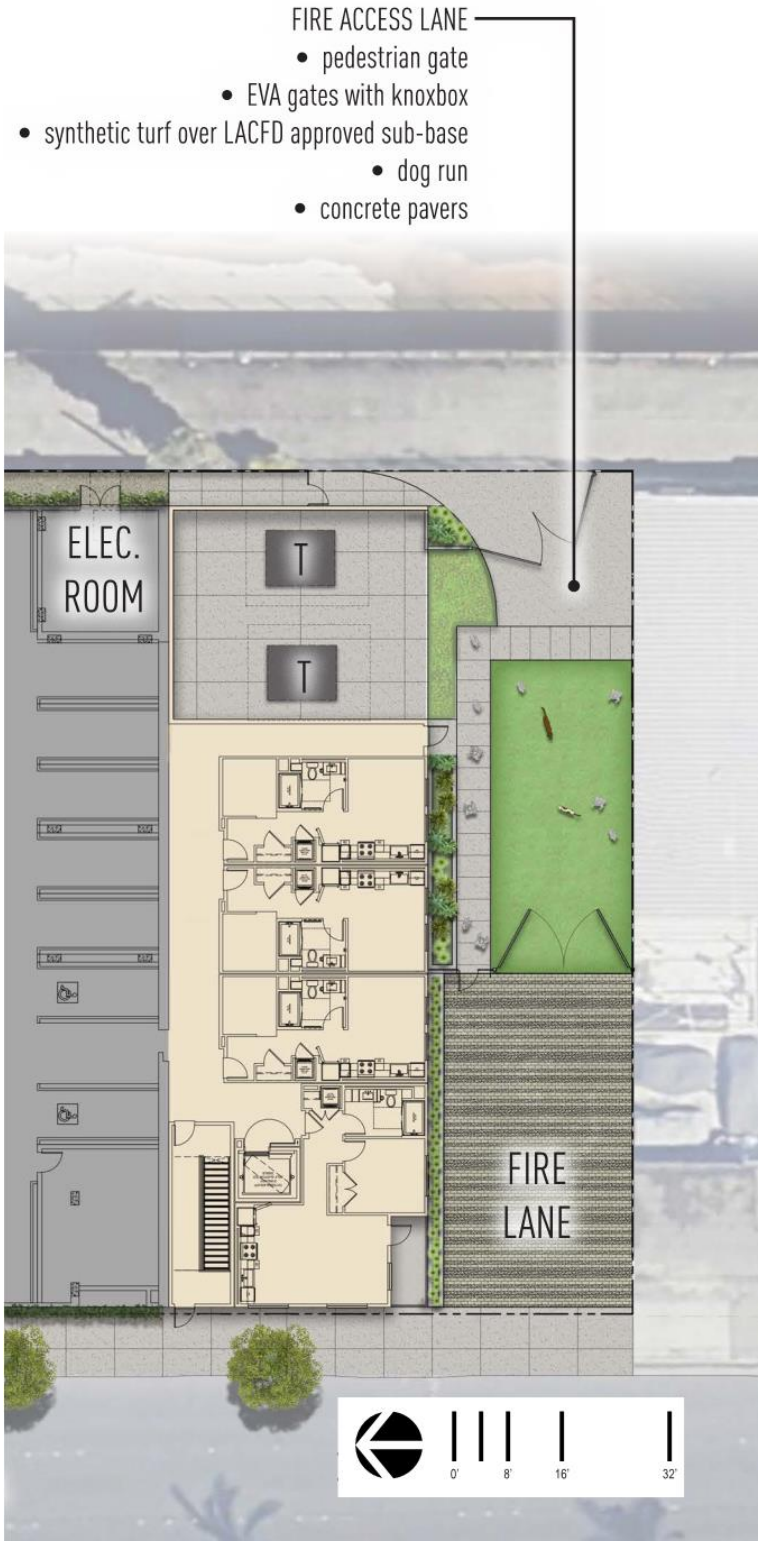


Figure 8E. *Landscape Plan – Elevated Courtyards*


FIRE LANE
FITNESS
CLUB ROOM
THE SOCIAL
• see Sheet L3
DOMINGUEZ CHANNEL
THE BACKYARD
• see Sheet L3
LEVEL 3
LEVEL 4
CRENSHAW BLVD
THE GATHERING
• see Sheet L3
GROUND LEVEL
• see Sheet L2
FIRE LANE

Figure 8F.


FIRE LOUNGE
• lounge seating
• fire pit
• pottery
• bbq
• gathering table
FITNESS LAWN
PRIVATE PATIOS TYP.
FITNESS
CLUB ROOM
FIREPLACE / TV
REF
THE SOCIAL LEVEL 3
0' 5' 10' 20'
LIMITS of UNIT ABOVE
ENTERTAINMENT
• tv
• decorative tile
• lounge seating
• pendant lights
• pool table
POOL DECK
• 12' x 22' pool
• lounge seating
• daybeds
• pottery
SPA LOUNGE
• 8' x 12' spa
• specimen tree
• daybeds
• pottery
LIVING ROOM
• sofas
• pottery
• decorative curtains

Figure 8G.

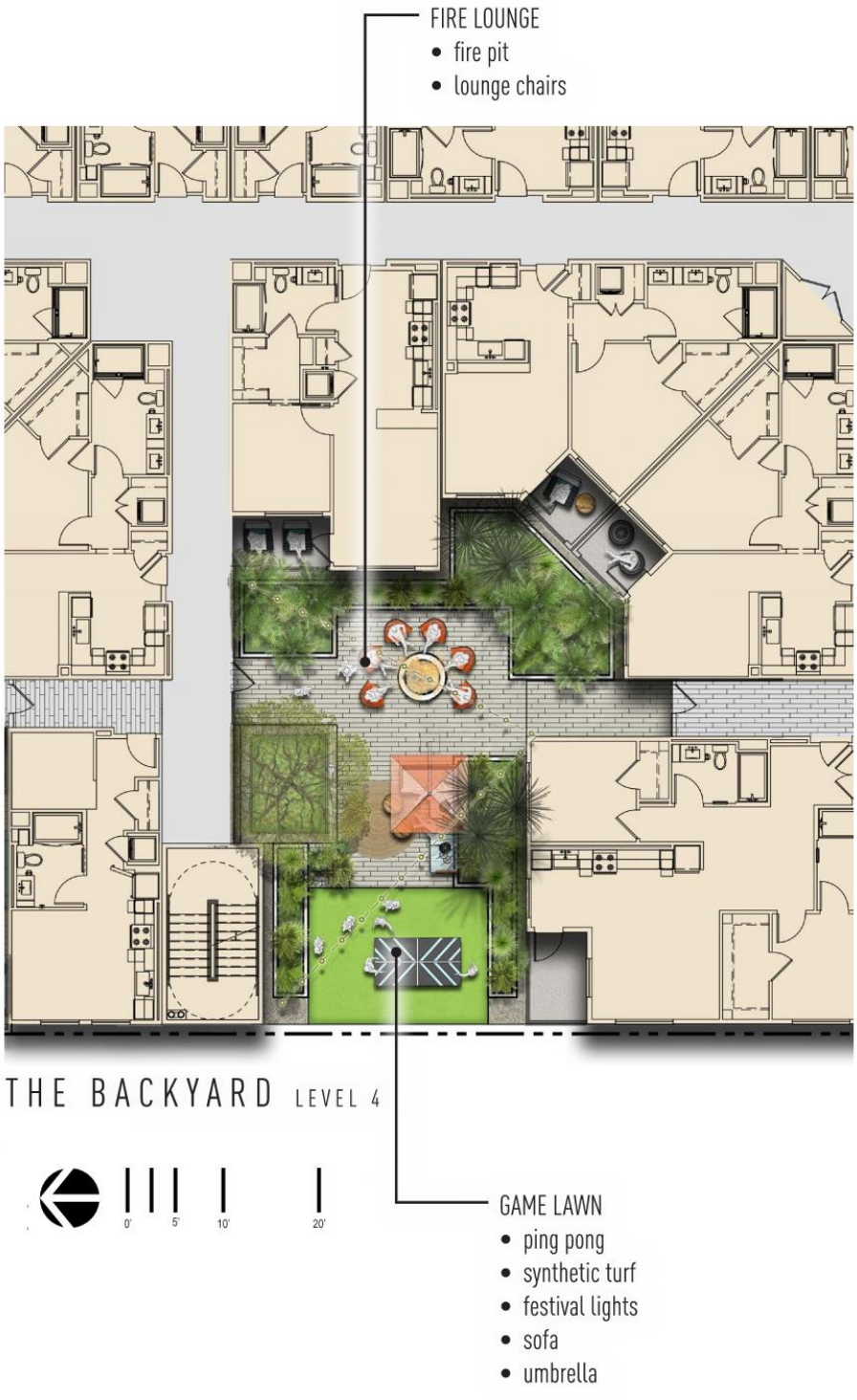

FIRE LOUNGE
• fire pit
• lounge chairs
THE BACKYARD LEVEL 4
0' 5' 10' 20'
GAME LAWN
• ping pong
• synthetic turf
• festival lights
• sofa
• umbrella

Figure 8H.



The landscaping for the project will provide a distinct visual impression and community identity, soften the urban experience, and provide a high level of aesthetic standards complemented by the quality of the building materials, all of which will assure an attractive environment enhancing the quality of life for its residents.

Streetscape

The Crenshaw Boulevard streetscape will provide street trees along the frontage at approximately 30 feet on center. The street trees will provide a valuable vertical element, shade the street and sidewalk, and create a pedestrian scale screen between the ground level and the upper floors of the building. The streetscape design also provides enhanced paving and space for short-term bicycle parking in the fire lane areas to further the visual appeal.

Amenity Courtyards

Each of the three courtyards are visible from the street and inject energy and activity to the street scene below. The courtyards provide residents with amenities including fire pits, lounge seating, areas for communal gatherings, barbecues, game lawns, and raised planters with mature trees. The north courtyard includes a pool and spa and a direct connection to the fitness room and club house.

Plant Materials

The landscape plan includes a layered landscape program with the proposed plants throughout the project regionally adapted with a focus on minimizing water use. This project will be consistent with the State and City of Gardena water efficient landscape ordinances.

The total landscaped area is approximately 2,000 square feet (or approximately 3.4 percent of the total project site area).

The plant design utilizes water-wise landscaping principles, including a low percentage of water-thirsty plants, smart irrigation controllers, drip irrigation, and bark mulch to slow evapotranspiration and weed germination.

CHAPTER 5. DEVELOPMENT REGULATIONS AND REQUIREMENTS

I. DEVELOPMENT STANDARDS

Permitted Uses

A project in the Plan area shall only be occupied by land uses identified in this Specific Plan and shall be subject to the applicable City approval process identified in Chapter 8 (Implementation).

The following uses are permitted by right in the GTODSP area:

- Multi-family housing;
- Short-term corporate housing (i.e., leases of 30 days or less) within up to 10 percent of the dwelling units at any given time. The intent of this provision is to allow an entity such as a corporate housing provider or large local employer to master lease up to 10 percent of the Project units and then sublease those to corporate tenants for periods less than 30 days;
- Residential amenities and ancillary uses, such as home occupations, and any use customarily incidental to a permitted use;
- A single approximately 42' x 60' digital billboard (animated and moving sign) on the north elevation not to exceed 2,500 square feet for off-site advertising, community programming and City revenue sharing purposes; and
- Any other use not specifically listed here determined by the Community Development Director to be similar to a permitted use.

Any use not listed as a permitted use, and not found to be sufficiently similar to a permitted use by the Community Development Director, is prohibited.

Minimum Lot Area

The minimum lot area required for development of the project permitted by the GTODSP shall be 1.33 acres. Individual lots may be consolidated to meet the minimum lot area.

Density/Development Capacity

The density is 200 units per acre. However, the maximum development allowed for the project area is 265 dwelling units, with related amenities and ancillary uses.

Maximum Building Height

Buildings shall not exceed 8 stories and 100 feet in height as measured from the finished floor (i.e., the level of the finished floor on the ground level) to the highest point on the roof, including non-habitable projections (including, without limitation, architectural features, elevator shafts mechanical equipment, stairwells, canopies, or shade structures). The garage entrance is at the ground level, but a portion of the internal ramp and parking shall be located below-grade. The below-grade portions of the parking garage shall not count towards the permitted building height.

Floor Area Ratio

FAR shall not exceed a maximum of 4.25 as calculated over the entire project area, excluding parking areas.

Dwelling Unit Size

The minimum dwelling unit size shall be:

- 400 square feet for studio units.
- 550 square feet for one-bedroom units.
- 850 square feet for two-bedroom units, plus 150 square feet for each additional bedroom over two.

Setbacks

Front and Rear: None required. However, a 12-inch-deep ground-level planter located behind the city sidewalk that runs along the project frontage shall be provided.

Side: 10 feet (as measured from the property line).

Permitted Encroachments: Non-habitable architectural features (e.g., canopy or awning), planter boxes, outdoor seating for pedestrians and similar features may encroach within required setback areas by up to five (5) feet. Fire lanes and other drive aisles may be located in the required side yard setbacks.

II. RECREATION AND OPEN SPACE STANDARDS

Required Open Space

A minimum of 8,500 square feet of common open space must be provided within the plan area outside of setback areas. A minimum of 250 square feet of ground-level planter shall be required along the street frontage at the ground level. The project is not required to provide any additional open space (on a per-unit basis or otherwise). Open space includes courtyards and open areas, both active and passive, and indoor amenity areas (including a fitness room, club house, and co-working space for residents to work in the building), for use by residents and their guests.

Open Space Standards

Common open space shall be improved and reserved for the exclusive use of residents and their guests. Common open space shall be either active (e.g., swimming pool, recreation rooms, fitness rooms, club room, audio visual entertainment) or passive (e.g., lounges, accessible landscaping and outdoor seating areas, or similar improvements) and may be either enclosed (indoor or outdoor) or unobstructed from the ground to the sky.

Private open space may be provided for certain dwelling units, but is not subject to any minimum or per-unit standard. Private open space may be provided as a private balcony, patio, or landscape area adjoining and directly accessible to a residential dwelling unit, reserved for the exclusive use of residents of the dwelling unit and their guests.

III. PARKING AND LOADING

Vehicle Parking

Due to the Specific Plan area's proximity to multiple transit options, this Specific Plan imposes a minimum parking requirement of: one parking space for each unit. As part of the TDM strategies, there shall be a charge for parking spaces and the property owner shall unbundle automobile parking charges from the rents or other fees charged for leasing residential units in the GTODSP area. The property owner may not lease a compact space to a resident that has a car greater than 16 feet in length.

Up to 50% of the required parking spaces may be compact spaces.

The minimum parking stall dimensions for required parking spaces are:

- Compact spaces: nine feet wide (to center of double striped lines) and 16 feet long
- Standard spaces: nine feet wide (to center of double striped lines) and 18 feet long

Each aisle of parking shall consist of one row of compact spaces and one row of standard spaces separated by a two-way drive aisle of at least 24 feet in width. In no circumstance will two rows of compact-sized parking spaces be provided within a single parking aisle, except in the limited circumstances where a parking space in the row of standard-sized spaces is located adjacent to a wall or other obstruction, in which case it will be designated as a compact space.

Bicycle Parking

One bicycle parking space shall be provided for each residential unit (located in secured facilities accessible only by residents). All bicycle parking shall be located in safe, convenient locations, encouraging the use of bicycle transportation by residents and residential guests. Storage for residents will be provided on rack type systems within secured/lockable rooms located throughout the project. There will also be unsecured bicycle parking spaces for guests, provided at-grade on a first-come, first-serve basis.

Drive Aisle

The minimum width of the drive aisle in the parking garage shall be 24 feet.

Loading Spaces

The project is not required to construct any loading spaces. Any loading spaces that are constructed shall not be required to meet the minimum dimension requirements of Section 18.40.100 B. of the Gardena Municipal Code.

IV. NONCONFORMITIES

The GTODSP area currently comprises owner-occupied light industrial development. Following approval of this Specific Plan, the existing industrial uses shall be nonconforming to the provisions of the Specific Plan.

Nonconforming uses shall be subject to the provisions of Section 18.54.040 of the Gardena Municipal Code, which prevents nonconforming uses from being changed or expanded beyond what was established when the use became nonconforming. If a nonconforming use within the GTODSP area ceases to operate or exist for a period of one year, it will be considered abandoned or discontinued.

V. MAINTENANCE STANDARDS

The property owner shall be required to maintain the project site in an orderly manner during and following construction. The property owner shall perform all regular maintenance and necessary repairs to the exterior and interior of the project.

VI. STANDARDS FOR ACCESSORY STRUCTURES, ADDITIONS, WALLS, FENCES, OTHER CHANGES

Walls, fences, and gates may be used to identify separate areas and provide needed privacy and security. Where constructed, walls, fences, and gates should appear consistent in style and material, complementing the surrounding architectural styles. Landscaping elements should be planted and layered to provide screening. Vines and trellises are encouraged to help soften hard edges and screen walls from view.

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

VII. SIGN PROGRAM

A master sign program shall be submitted to the Community Development Director for administrative approval. The master sign program shall include project focused identification signage throughout the building, and on the north elevation an approximately 42’ x 60’ digital, animated and moving sign not to exceed 2,500 square feet for off-site advertising, community programming and City revenue sharing purposes. The permitted signage hours of operation will be from 6 a.m. to 2 a.m., seven days a week.

The digital billboard shall be subject to the following standards:

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

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

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

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

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

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

- Interior Spillage: When measured from any location within the building, the Digital Display shall not increase the total amount of measurable light more than 5 LUX above the ambient-light level that exists when the Digital Display is extinguished.

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

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

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

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

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

CHAPTER 6. DESIGN GUIDELINES

The following guidelines are specifically tailored to ensure the quality development envisioned for the GTODSP area.

I. ARCHITECTURE

Design Principles

The following design principles will ensure that development activity is integrated, sensitive to surrounding neighborhoods, provides positive imagery, and creates an inviting environment for residents and visitors, meeting the intent of the Specific Plan.

Design Principle 1: Provide for High Quality Development

The GTODSP area is envisioned as a catalyst for new development in the Crenshaw corridor, thus development should not be thought of as temporary. Building materials and landscaping should be chosen for their ability to be maintained in a cost-effective manner at the same high quality as when they were originally constructed and installed. Planning and building design should consider longevity and adaptability to future conditions and trends.

Design Principle 2: Provide Development that is Human Scale

Development should be inviting and scaled for its users, while acknowledging the importance of safety for both pedestrians and vehicles along with access and mobility through pedestrian connectivity, public transit, and bicycles. The project design should include human-scale character throughout. In addition, new architecture should be designed with elements which are scaled to the pedestrian, such as awnings, fenestration, and first-floor design elements. If the garage is located on the ground level with street frontage, screening or enhancements should be considered to maintain the integrity of the architecture.

Design Principle 3: Create Cohesive Thematic Elements

New development and redevelopment should provide thematic elements that create a cohesive environment. Elements can include: consistent and cohesive streetscape; strong relationships between the building, sidewalk, and other outdoor spaces; comprehensive signage and wayfinding; gateway elements; pedestrian connections; and close proximity to existing bicycle facilities.

Architectural Styles and Scale

Building design should incorporate an architectural style and scale that is compatible with the intended use. Architectural details may draw upon new local technology buildings or other nearby features that contribute to the aesthetic ambience of the immediate area. The GTODSP does not prescribe a particular architecture style for development, but recommends consistency in architectural style throughout the project, and promotes a unique style of design achieved through the creative use of massing, materials, roof forms, and facades.

Elevations shall provide an adequate level of design detail and diversity to reduce a monolithic appearance.

The project should provide thematic elements that create a cohesive environment, including consistent and cohesive streetscape; strong relationships between the building, sidewalk, and other outdoor spaces; and comprehensive signage.

The GTODSP's regulation of the building envelope will contribute to a coherent building design and promote architectural unity in the Specific Plan area.

The structure should be broken up by creating horizontal emphasis using trim, awnings, eaves, or other ornamentation and by using a combination of complementary colors.

Siding Materials

The project should include enhanced materials to complement the architectural design at pedestrian level and at other key elements of the building elevation. The selection of enhanced materials shall contribute to the visual quality of the streetscape.

Materials shall be high quality, durable, and not readily deteriorate if exposed to the elements.

Architectural features and materials shall wrap corners and provide the same level of detail as the primary façade.

Color

Colors should include a base color and accent colors. Generally, a minimum of two complementary colors should be used. Color schemes should be selected with a harmonious range of accent materials.

Architectural Features

Architectural features are encouraged to create visual interest.

II. LANDSCAPE AND STREETSCAPE

Landscaping for any development within the GTODSP area must be substantially consistent with the landscape plan concepts set forth in Chapter 4, Section VIII of this Specific Plan.

Buildings and major pedestrian entrances should be oriented toward centers of activity, such as the primary street frontage.

Use of distinctive paving treatments is encouraged to give visual cues to users and emphasize different areas within the streetscape and visitor spaces.

The property owner shall maintain all landscaped areas. All landscaping shall be well maintained.

Landscaping shall not interfere with pedestrian movement or impede the visibility of business and signage.

III. LIGHTING STANDARDS

Lighting should be used to illuminate open spaces and contribute to the safety and beauty of the project. Fixtures should complement the architectural style of the area. Overly glaring or flashing lights are discouraged.

IV. PERFORMANCE STANDARDS

Development within the GTODSP shall conform to the most recent CALGreen sustainability standards in effect at the time of building plan submission. Compliance with these standards results in a reduction of energy usage for any given building or complex.

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CHAPTER 7. GENERAL PLAN CONSISTENCY

I. APPLICABLE GOALS AND POLICIES

Relationship to the General Plan

The City of Gardena General Plan establishes the overall vision for growth and development in the community. The General Plan Land Use Element establishes clear and logical patterns of land use and standards for new development.

The GTODSP provides for the orderly and efficient development and revitalization of the Plan area consistent with the City of Gardena General Plan. The GTODSP is a regulatory document prepared pursuant to the provisions of California Government Code sections 65450 through 65457, which grant local government agencies the authority to prepare specific plans for the systematic implementation of their general plan for all or part of the area covered by the general plan.

State law requires that any specific plan be consistent with the City's General Plan. The Gardena General Plan – Community Development Element – Land Use Plan is amended concurrent with adoption of the GTODSP to ensure technical consistency between the two documents. The general plan amendment will change the land use designation on the General Plan Land Use Map from "Commercial" to "Specific Plan" and amend the Land Use Element text and Land Use Element Table LU-3 to allow the mix of uses and densities specified in this Specific Plan.

Relationship to the Zoning Ordinance

Title 18 of the Gardena Municipal Code is the Zoning Ordinance, which provides the regulatory tool to implement the land use goals, policies, and actions established by the General Plan. The Zoning Ordinance identifies specific zoning districts in the city and prescribes development standards and regulations that apply to each district.

The Gardena Zoning Code and Map is also amended by ordinance concurrent with adoption of the Specific Plan to ensure complete and technical consistency. A Gardena TOD Specific Plan zone replaces the site's existing General Commercial - C3 zoning. The contents of this Specific Plan will be adopted by ordinance and will replace the existing zoning standards.

Where the Zoning Ordinance's regulations, development standards, design guidelines, and/or administrative procedures are inconsistent with this Specific Plan, the Specific Plan regulations, standards, guidelines, and procedures shall supersede. However, any issue not specifically

addressed in the GTODSP shall be subject to the standards and regulations of the Zoning Ordinance.

Specific Plan Policies

The policies in this section were established specifically for the GTODSP and provide guidance for new development, mobility, and public improvements in the Plan area. These policies apply throughout the GTODSP area and supplement the General Plan policies outlined in the consistency analysis below. Development proposals must be consistent with the policies of both the General Plan and this GTODSP.

Policy 1: Housing. Provide for the development of enhanced technology and creative sector housing that supports the employees of the area's expanding high-tech firms and industries.

Policy 2: Quality Development. Achieve quality development that can serve as a model for future development in Gardena, including the use of quality, durable materials, on-site residential amenities, pedestrian and streetscape amenities, and attention to architectural detail.

Policy 3: Transit-Oriented Development. Accommodate the development of land uses that include quality, multi-family housing that support and benefit from the presence of light-rail transit.

Policy 4: Development Density. Provide increased residential density near large employment centers and the Green Line Crenshaw station, while protecting and preserving the city's established single-family residential neighborhoods.

Policy 5: Sustainable Development. Achieve best practices for architectural design and land development that enhance the city's infrastructure, reduce consumption of non-renewable resources, and limit pollutants and greenhouse gas emissions.

Policy 6: Pedestrian Network Connections. Achieve safe and convenient pedestrian connections to the surrounding area—such as the local corporate headquarters and other employment centers—and the Green Line Crenshaw Station.

II. GENERAL PLAN CONSISTENCY ANALYSIS

The GTODSP is consistent with the following General Plan goals and policies:

Housing Element

GOAL 3.0: Minimize the impact of governmental constraints on housing construction and cost.

Policy 3.3: Encourage the use of special development zones and other mechanisms to allow more flexibility in housing developments.

Consistent with Goal 3.0, the GTODSP reduces the impact of governmental constraints on housing construction and cost. Consistent with Policy 3.3, the GTODSP implements special zoning and development standards to permit more flexibility in housing developments in northwest Gardena. The GTODSP offers an opportunity to create a vibrant, transit-oriented neighborhood. The GTODSP facilitates more diverse multi-family housing options to serve the City's growing and evolving technology industry, and supports the local economy with newly constructed, high-quality multi-family housing opportunities. By permitting denser development than would otherwise be permitted under existing zoning, the Specific Plan incentivizes construction of new multi- family housing with a variety of unit types.

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

Policy 4.1: Implement land use policies that allow for a range of residential densities.

Consistent with Goal 4.0, the GTODSP provides the appropriate land use and zoning for development of multi-family, transit-oriented residential development. Construction of up to 265 residential units in the vicinity of regional serving public transit infrastructure assists the City in meeting its share of the regional housing needs allocation. Currently, residential development in northwest Gardena primarily consists of single-family housing with multi-family housing along major arterials. The GTODSP permits a greater range of residential densities than is currently permitted in this area of the City, consistent with Policy 4.1.

Community Development Element - Land Use Plan

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

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

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

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

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

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

LU 1.8: Minimize through-traffic on residential streets.

Consistent with Goal 1, the GTODSP implements new zoning and development standards to promote the development of additional high-quality housing types in the City. The GTODSP includes development standards and design guidelines to promote high quality housing and attractive and safe residential neighborhoods, consistent with Policy 1.1. The GTODSP facilitates the transition of the surrounding neighborhood into a more complete community, in that it will bring new residents to the neighborhood, support the local economy, improve the streetscape, activate the pedestrian realm, and help transition an automobile-oriented corridor to transit-oriented development.

Consistent with Policy 1.2, the GTODSP protects the existing single-family residential neighborhood to the east from incompatible uses and development, and is not within an existing residential neighborhood. The project design and access are oriented to Crenshaw Boulevard and away from the nearest residential neighborhood. In addition, the Dominguez Flood Control Channel and related improvements provide an additional physical separation of approximately 100 feet between the project and the nearest residential neighborhood.

Consistent with Policy 1.4, the Specific Plan clusters urban-density housing at an appropriate location near the Crenshaw Station, technology firms, and other large local employment centers. The Specific Plan also locates new housing within walking distance of a variety of retail opportunities and local eateries, many of which are in a large commercial center immediately south of the Crenshaw Station and I-105. These features of the project will increase convenience for residents and reduce future residents' automobile dependence.

Consistent with Policy 1.5, the project provides residential amenities including open space, recreation areas, and structured off-street parking. The project's open space and recreational facilities consist of a series of courtyards and open areas, both active and passive, distributed in three levels for use by residents and their guests. The open spaces include a dog park on the ground level, a 4,600-square foot pool courtyard on Level 3 adjacent to a fitness room and club house, and two additional courtyards on Level 4 with a combined area of approximately 4,000 square feet. On-site parking will be provided in an enclosed garage consisting of two-and-a-half vertical floors above grade (the garage entrance is at the ground level, but a portion of the

internal ramp and parking shall be located below-grade). The parking garage is designed to permit two-way travel between the various levels with adequate circulation.

Consistent with Policy 1.6, the GTODSP permits residential density compatible with available public service and infrastructure systems. As described in Chapter 3., Section VII., Utilities, and Chapter 4., Section V., Public Utilities / Facilities Plan, of this Specific Plan, the GTODSP includes measures to ensure that the plan area is served by adequate public services, infrastructure, and utilities.

Consistent with Policy 1.8, the project minimizes through-traffic on residential streets by orienting vehicular access towards Crenshaw Boulevard, a major divided arterial primarily developed with commercial and light industrial uses in the vicinity of the project site. The project does not disrupt any existing traffic patterns on residential streets.

Community Development Element – Economic Development Plan

ED Goal 3: Attract desirable businesses to locate in the City.

> ED 3.3: Maintain a multidisciplinary proactive approach to improve the City's image as a desirable business location.

Consistent with Goal 1, the GTODSP facilitates the development of high-quality housing in proximity to local technology and creative sector companies and other employment centers to further attract desirable businesses to locate in the City. Innovative technology firms and their employees place a premium on quality-of-life and livability factors, including access to high-quality housing options; social, cultural, and environmental amenities; access to shops and restaurants; and low-stress commutes. Implementation of the GTODSP will help alleviate the negative impacts of a lack of housing for local technology and creative sector employees. Consistent with Policy 3.3, the GTODSP adopts a multidisciplinary, proactive approach, supporting the expanding technology sector with newly constructed, high-quality multi-family housing opportunities.

Community Development Element – Community Design Plan

DS Goal 1: Enhance the visual environment and create a positive image of the City.

> DS 1.3: Promote a stronger design review process to ensure that public and private projects comply with best design practices and standards.
>
> DS 1.4: Provide a sense of arrival to Gardena through entry monument signs, landscaping features, architectural and motifs at key gateway locations.

Consistent with DS Goal 1, the project will enhance the visual environment by replacing an obsolete, automobile-oriented light industrial building and surface parking lot with a new transit-oriented multi-family development project. The project will incorporate high-quality design and landscaping consistent with the standards of the GTODSP to further enhance the visual environment. Developing new residential uses in proximity to growing local technology and creative sector industries will help create a positive image of the City. Consistent with Policy 1.4, the project would provide on-site landscaping features and a high-quality sign identifying the project, consistent with the sign standards identified in this Specific Plan, at a key gateway location in the City. These design features are a result of compliance with Policy 1.3.

DS Goal 2: Enhance the aesthetic quality of the residential neighborhoods in the City.

DS 2.1: Provide stronger design guidelines for residential development, including both new construction and additions to existing single-family units or multi-family dwellings.

DS 2.2: Ensure that new and remodeled dwelling units are designed with architectural styles, which are varied and are compatible in scale and character with existing buildings and the natural surroundings.

DS 2.3: Encourage a variety of architectural styles, massing, floor plans, color schemes, building materials, façade treatments, elevation and wall articulations.

DS 2.7: Require appropriate setbacks, massing, articulation and height limits to provide privacy and compatibility where multiple family housing is developed adjacent to single family housing.

DS 2.9: Integrate new residential developments with the surrounding built environment. IN addition, encourage a strong relationship between the dwelling and the street.

DS 2.10: Provide landscape treatments (trees, shrubs, groundcover, and grass areas) within multi-family development projects in order to create a “greener” environment for residents and those viewing from public areas.

DS 2.11: Incorporate quality residential amenities such as private and communal open spaces into multi-unit development projects in order to improve the quality of the project and to create more attractive and livable spaces for residents to enjoy.

DS 2.12: Provide well-designed and safe parking areas that maximize security, surveillance, and efficient access to building entrances.

DS 2.14: Require design standards be established to provide for attractive building design features, safe egress and ingress, sufficient parking, adequate pedestrian amenities, landscaping, and proper signage.

DS 2.15: Promote innovative development and design techniques, new material and construction methods to stimulate residential development that protects the environment.

Consistent with Goal 2, implementation of the GTODSP would enhance the aesthetic quality of the Specific Plan area. The GTODSP is intended to achieve quality and attractively designed development that can serve as a model for future multi-family, transit-oriented development in the City. Implementation of the Specific Plan will replace an obsolete light industrial building with a high-quality residential development that is intended to serve as a catalyst to transform northwest Gardena into a vibrant, transit-oriented neighborhood. Consistent with Policies 2.1, 2.2 and 2.3, Chapter 6 of the GTODSP includes design principles and guidelines for residential development to ensure that the project is designed with a varied, yet compatible architectural style. Consistent with Policy 2.14, these design standards will ensure that the project would be designed with attractive building design features, safe ingress and egress, sufficient parking, adequate pedestrian amenities, and landscaping. Approval of a master sign program as contemplated by this Specific Plan would provide for proper identification signage for the project.

Consistent with Policies 2.7 and 2.9, the project design and access are oriented towards Crenshaw Boulevard and away from the single-family housing located to the east of the project site. Furthermore, the project does not directly abut any residential neighborhood; the project abuts public facilities and open space. In addition, the Dominguez Flood Control Channel and related improvements provide an additional physical separation of approximately 100 feet between the project and the nearby single-family housing.

Consistent with Policy 2.10, the project will provide landscape treatments that will create a "greener" environment. The project will replace an existing light industrial building that has no landscaping and an expansive surface parking area with a multi-family residential building that incorporates street trees to shade the street and sidewalk and create a pedestrian-scale screen between the ground level and upper levels of the building. The upper level courtyards would all be landscaped and visible from the street, further enhancing the "green" environment for residents and those viewing from public areas.

Consistent with Policy 2.11, implementation of the GTODSP would incorporate quality residential amenities, including private and communal open spaces, into the proposed multi-family development project. The project's amenities include a dog park on the ground level, a 4,600-

square foot pool courtyard on Level 3 adjacent to a fitness room and club house, and two additional courtyards on Level 4 with a combined area of approximately 4,000 square feet. These amenities would improve the quality of the project and create more attractive and livable spaces for residents.

Consistent with Policy 2.12, parking for the project will be provided in an enclosed garage consisting of two-and-a-half vertical floors above grade (as noted, a portion of the internal ramp and parking shall be located below-grade). The parking garage will be accessible only to residents and will be secured by a key fob entry system. Residents will be able to enter the building directly from the parking garage.

Consistent with Policy 2.12, the GTODSP includes design guidelines to ensure the project is designed with a varied, yet compatible architectural style, attractive building design features, safe ingress and egress, sufficient parking, adequate pedestrian amenities and landscaping.

Consistent with Policy 2.15, the project will conform to the latest CALGreen sustainability standards.

Community Development Element – Circulation Plan

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

> Cl 1.1: Prioritize long-term sustainability for the City of Gardena, in alignment with regional and state goals, by promoting infill development, reduced reliance on single-occupancy vehicle trips, and improved multi-modal transportation networks, with the goal of reducing air pollution and greenhouse gas emissions, thereby improving the health and quality of life for residents.

Consistent with Goal 1, the GTODSP project promotes reduced reliance on single-occupancy vehicle trips and convenient access to the multi-modal transportation measure through its location and the TDM measures.

CI Goal 3: Develop Complete Streets to promote alternative modes of transportation that are safe and efficient for commuters, and available to persons of all income levels and disabilities.

> CI 3.1: Work with Gardena Municipal Bus Lines and MTA to increase the use of public transit, establish or modify routes, and improve connectivity to regional services.

CI 3.3: Maintain and expand sidewalk installation and repair programs, particularly in areas where sidewalks link residential neighborhoods to local schools, parks, and shopping areas.

Cl 3.4: Maintain a citywide bicycle route and maintenance plan that promotes efficient and safe bikeways integrated with the MTA's regional bicycle system.

Consistent with Goal 3, the GTODSP facilitates a transit-oriented development where residents live near, and walk or bicycle to, their offices, shopping, and recreation. The project therefore promotes alternative modes of transportation for residents. The project also facilitates development of a Complete Street along Crenshaw Boulevard, by redeveloping an obsolete, automobile-oriented light industrial building and surface parking lot; reducing the number of curb cuts and potential conflict points between vehicles and pedestrians; and providing street trees that will shade the street and sidewalk and create a pedestrian scale at the street level.

Consistent with Policy 3.1, public transit use will be encouraged as the project site is located within a quarter mile of nine bus stops and less than one mile from the Crenshaw Boulevard Green Line station. The TDM measures will also encourage use of public transportation.

Consistent with Policy 3.3, the sidewalks, curbs, and gutters adjoining the project site will be reconstructed as part of the project.

Consistent with Policy 3.4, the project promotes bicycle usage through its close proximity to the Dominquez Trail, which is located behind the project site on the east side of the Dominguez Channel.

Community Resources Element—Conservation Plan

CN Goal 2: Conserve and protect groundwater supply and water resources.

CN 2.2: Comply with the water conservation measures set forth by the California Department of Water Resources.

CN 2.6: Encourage and support the proper disposal of hazardous waste and waste oil. Monitor businesses that generate hazardous waste materials to ensure compliance with approved disposal procedures.

Consistent with Goal 2 and its supporting policies, the project conserves and protect groundwater supply and water resources through compliance with all applicable regulations, including the water conservation measures set forth by the Department of Water Resources. The project will increase the permeable area of the project site by approximately five percentage points.

Consistent with Policy 2.6, the project must comply with all applicable regulations regarding the disposal of hazardous waste and waste oil during construction.

CN Goal 3: Reduce the amount of solid waste produced in Gardena.

CN 3.1: Comply with the requirements set forth in the City's Source Reduction and Recycling Element.

Consistent with CN Goal 3 and Policy 3.1, the project will comply with all applicable requirements for waste diversion during construction and operation.

CN Goal 4: Conserve energy resources through the use of technology and conservation methods.

CN 4.1: Encourage innovative building designs that conserve and minimize energy consumption.

CN 4.2: Require compliance with Title 24 CALGreen regulations to conserve energy.

Consistent with Goal 4 and Policy 4.1, the GTODSP facilitates a multi-family development that meets high standards of environmental sustainability. Development proposals within the Specific Plan area must be designed to achieve best practices for architectural design and land development that enhance the city's infrastructure, reduce consumption of non-renewable resources, and limit pollutants and greenhouse gas emissions. Consistent with Policy 4.2, projects within the GTODSP will conform to the most recent CALGreen sustainability standards in effect at the time of building plan submission.

CN Goal 5: Protect the City's cultural resources.

CN 5.3: Protect and preserve cultural resources of the Gabrielino Native American Tribes found or uncovered during construction.

Consistent with Goal 5 and its supporting policies, the project will incorporate measures to protect and preserve any cultural resources of the Gabrielino Native American Tribe, or any other Tribe, found or uncovered during construction.

Community Safety Element—Public Safety Plan

PS Goal 1: Maintain a high level of fire and police protection for residents, businesses and visitors.

PS 1.6: Ensure that law enforcement, crime prevention, and fire safety concerns are considered in the review of planning and development proposals in the City.

Consistent with Policy 1.6, the City has considered law enforcement, crime prevention, and fire safety concerns in its review of the GTODSP. The building and parking structure will be accessible only to residents and secured by a key fob entry system. The project will comply with all applicable Fire Code and fire safety regulations.

PS Goal 2: Protect the community from dangers associated with geologic instability, seismic hazards and other natural hazards.

PS 2.3: Require compliance with seismic safety standards in the Unified Building Code.

PS 2.4: Require geotechnical studies for all new development projects located in an Alquist-Priolo Earthquake Fault Zone or areas subject to liquefaction.

Consistent with Policy 2.3, all projects within the GTODSP are required to comply with the seismic safety standards in the Unified Building Code. Consistent with Policy 2.4, a geotechnical study was prepared for the Specific Plan area.

PS Goal 4: Increase public awareness of crime and fire prevention, and emergency preparedness and procedures.

PS 4.3: Promote professional management of multi-family residential buildings.

Consistent with Policy 4.3, the proposed multi-family residential building within the Specific Plan area will be professionally managed and the property managers will develop standard emergency preparedness plans and procedures for the project.

Community Safety Element—Noise Plan

N Goal 2: Incorporate noise considerations into land use planning decisions.

N 2.4: Require mitigation of all significant noise impacts as a condition of project approval.

N 2.5: Require proposed projects to be reviewed for compatibility with nearby noise-sensitive land uses with the intent of reducing noise impacts.

N 2.6: Require new residential developments located in proximity to existing commercial/ industrial operations to control residential interior noise levels as a condition of approval and minimize exposure of residents in the site design.

N 2.9: Encourage the creative use of site and building design techniques as a means to minimize noise impacts.

Consistent with Goal 2, the City incorporated noise considerations into its review of the Specific Plan. Consistent with Policy 2.4 the EIR analyzed the project's potential for generating noise impacts on the surrounding environment both during construction and operation, and imposed mitigation measures as appropriate. Consistent with policies 2.5 and 2.6, the Project will conduct interior noise level studies and achieve interior noise level standards as required by the Building Code. In addition, consistent with Policy 2.9, the project will incorporate design features necessary to control residential interior noise levels and minimize exposure of residents to nearby commercial and industrial uses in accordance with the Building Code standards for interior noise levels.

N Goal 3: Develop measures to control non-transportation noise impacts.

> N 3.2: Require compliance with noise regulations. Review and update Gardena's policies and regulations affecting noise.
>
> N 3.3: Require compliance with construction hours to minimize the impacts of construction noise on adjacent land.

Consistent with Policy 3.2, the project complies with the City's noise ordinance. Consistent with Policy 3.3, the project complies with the City's regulations regarding permitted construction hours.

CHAPTER 8. IMPLEMENTATION

I. PHASING PLAN

The project proposed as part of the GTODSP is envisioned to be built in one phase. Phase occupancy of the proposed project is permitted.

II. PLAN REVIEW PROCESS

Development in the GTODSP will be implemented through City review of site plans, plot plans, building permits, and other permits that may be required by the City of Gardena. Any modification to the Site Plan attached as Exhibit A, including new construction or modifications to existing buildings, shall be reviewed by the Planning Commission for conformance with the General Plan, this Specific Plan, the Zoning Ordinance (if not superseded by this Specific Plan), and all other applicable documents. The Community Development Director may approve minor modifications to the approved Site Plan.

III. CEQA REVIEW

For any subsequent discretionary approvals requiring further CEQA review, the City as lead agency will rely on the certified EIR, together with any necessary errata, addenda or subsequent or supplemental EIR to the fullest extent permitted by CEQA.

IV. INFRASTRUCTURE IMPROVEMENTS/COORDINATION

The developer and/or property owner shall be responsible for making transportation and infrastructure utility improvements identified as part of the GTODSP and/or the EIR. All improvements shall be to the specifications of the City of Gardena Community Development Department, Public Works, or another applicable department.

V. FINANCING MEASURES

Implementation and financing of improvements of the GTODSP depend exclusively on private investment and development. The developer and/or property owner shall be responsible for financing the project, including all improvements and mitigation measures.

VI. ADMINISTRATION OF PLAN

Framework

Approval of the GTODSP indicates acceptance by the Gardena City Council of a specific framework for the development of the Plan area. That framework establishes specific standards and regulations, including permitted uses and development standards that constitute the zoning regulations for the Plan area and regulate development within the area.

Review Authority

This plan shall be administered by the Community Development Department and Planning Commission of the City of Gardena in accordance with the provisions of the Gardena Municipal Code, except to the extent superseded by the provisions of this Specific Plan.

Interpretation

In case of uncertainty or ambiguity to the meaning or intent of any provision of this Specific Plan, the Community Development Director has the authority to interpret the intent of the provision in question. The Director may, at his/her discretion, refer interpretations to the Planning Commission for consideration and action. Such a referral shall be accompanied by a written analysis of issues related to the interpretation. All interpretations made by the Community Development Director may be appealed to the Planning Commission in accordance with the appeal procedures set forth in Title 18 of the Gardena Municipal Code (2006). When used in this GTODSP, the words "shall" and "must" are always mandatory. The word "should," as used in the design guidelines section of this plan, is not mandatory but is strongly recommended.

The GTODSP is not intended to interfere with, abrogate, or annul any easement, covenant, or other agreement to which the City is a party.

Where the Zoning Ordinance's regulations, development standards, design guidelines, and/or administrative procedures are inconsistent with this Specific Plan, the Specific Plan regulations, standards, guidelines, and procedures shall supersede and control. However, any issue not specifically addressed in the GTODSP shall be subject to the standards and regulations of the Zoning Ordinance.

Severability

If any section, subsection, sentence, clause, or phrase of this Specific Plan, or future amendments or additions hereto, is for any reason held to be invalid or unconstitutional by the decision of any court, such decision shall not affect the validity of the remaining portions of the plan.

Substantial Conformance

Substantial Conformance allows for administrative approval and interpretation of minor modifications to the Specific Plan text, graphics, and/or project design that do not change the meaning or intent of the Specific Plan. Through this administrative review process the Community Development Director may find the project to be in substantial conformance with the Specific Plan and the Site Plan Review approval provided no significant modifications are proposed that require a Specific Plan amendment, as described in detail below.

Specific Plan Amendment

Amendments to this Specific Plan shall be processed for "significant" modifications in accordance with the applicable provisions of state law provided in California Government Code sections 65450 *et seq.* The procedures in Section 18.39.030 of the Gardena Municipal Code shall be followed for a proposed Specific Plan amendment. Each request for amendment shall specify the sections or portions of the Specific Plan that are affected by the amendment.

Any proposed "significant" modification which results in any of the following requires an amendment to the Specific Plan:

1. Any change in the permitted uses set forth in Chapter 5, Section I of this Specific Plan.
2. Any increase in the number of residential dwelling units in excess of 265.
3. An increase in building height.
4. A decrease in the minimum dwelling unit size by more than 20 percent.
5. A decrease in the minimum required amount of open space greater than 5 percent.
6. Any decrease in any ground floor side yard building setback.
7. A decrease in the amount of vehicular parking within the Specific Plan area by more than three spaces.
8. A decrease in the minimum required amount of bicycle parking within the Specific Plan area greater than 15 percent.
9. A substantial deviation, as determined by the Community Development Director, from the architecture approved in the Site Plan.
10. A substantial deviation from and/or reduction in the amenities listed in Chapter 4, Section VI. Above, as determined by the Community Development Director.

Other than the “significant” modifications listed above that require a Specific Plan Amendment, all other modifications to the project are considered “minor” and may be processed via administrative Substantial Conformance review and approval.

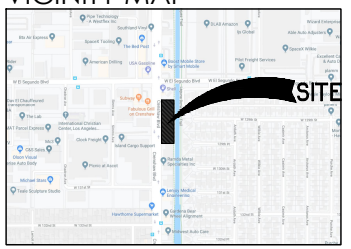
EXHIBIT A



DIN|CAL 4, INC,

SCHEMATIC DESIGN
OCTOBER 23, 2020.

VICINITY MAP



N.S.
NORTH

NARRATIVE

CONTEXT

THIS TRANSIT ORIENTED PROJECT REVITALIZES THE SOUTHEAST CORNER OF CRENSHAW AND EL SEGUNDO BOULEVARD IN THE CITY OF GARDENA. A CUTTING-EDGE, SUSTAINABLE RESIDENTIAL BUILDING REPLACES AN OWNER OCCUPIED AUTO-PARTS WAREHOUSE AND SURFACE LOTS. THE PROJECT PROVIDES A MUCH NEEDED CATALYST TO THE NORTHWEST GARDENA CRENSHAW CORRIDOR THAT INCORPORATES A HIGH QUALITY AMENITY BASE AND A PROMINENT GROUND FLOOR GRAND LOBBY AND LEASING CENTER TO PROVIDE PEDESTRIAN ACTIVATION.

OVERALL BUILDING CONCEPT

THE NEW RESIDENTIAL BUILDING CONSISTS OF 262 STUDIO, ONE- AND TWO- BEDROOM APARTMENT HOMES. THE BUILDING LAYOUT FEATURES A SERIES OF HIGHLY DEVELOPED OPEN AND ENCLOSED RECREATIONAL SPACES. THESE AMENITIES SPACES ARE SPREAD INTO THREE COURTYARDS THAT OPEN TOWARDS CRENSHAW BOULEVARD ON TWO LEVELS. THE FITNESS AND CLUBHOUSE, ALONG WITH COVERED LANAIS, SURROUND THE POOL AND SPA DECK ON THE THIRD LEVEL. TWO ADDITIONAL COURTYARDS ARE LOCATED ON THE FOURTH LEVEL DECK WITH MORE PASSIVE ACTIVITIES THAT PROVIDE WIDE WEST-FACING VIEWS.

FAÇADE MASSING AND ARTICULATION

THE USE OF METAL, CONCRETE AND GLASS IN THE CONCEIVED PLANES AND CURRENT ARTICULATION SPEAKS TO THE HYBRID TECH/INDUSTRIAL NATURE OF THE AREA. THIS CONTEMPORARY QUALITY IS SOFTENED WITH THE INTRODUCTION OF WOOD BOARD STYLE CLADDING AND PLANTING MATERIAL TO ENHANCE THE ARCHITECTURE.

THE CONCEPT OF JUXTAPOSED ARCHITECTURAL PLANES FROM THE CRENSHAW ELEVATION ARE RE-INTERPRETED FOR THE EAST FACADE FRONTING THE CHANNEL WITH THE USE OF COLORS. DIFFERENT WINDOW GROUPING IS AN ADDITIONAL MANNER IN WHICH THE OTHER THREE FACADES ARE ENHANCED. SCORE LINES ARE USED AS A TOOL TO BRING ORDER TO THE BUILDING COMPOSITION.

ARCHITECTURE STYLE AND CHARACTER

THE PROJECT IS ENVISIONED TO BE A SOPHISTICATED CONTEMPORARY ARCHITECTURE STYLE THAT ALSO MAINTAINS A WARM AND SOCIAL QUALITY.

Project Team

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GEO:
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COVER CS-1

PARKING SUMMARY

RESIDENTIAL PARKING REQUIRED

GARDENA MUNICIPAL CODE §18.40.040 REQUIRES 2 STALLS PER DEWELING UNIT	UNITS	REQUIRED PARKING RATIO	STALLS REQUIRED
STUDIO	92	1.0	92
1 BR	132	1.0	132
2 BR'S	38	1.0	38
TOTAL UNITS	262		
STALLS REQUIRED - RESIDENTIAL			262
TOTAL STALLS REQUIRED - RESIDENTIAL		RATIO: 1.00	**262**

LEASING & ADDITIONAL PARKING

	STALLS
LEASING STALLS (1,500 GFA)	3
MAIL PICK-UP STALL	1
SHARED RIDE STALL	1
TOTAL STALLS REQUIRED	**5**

EVCS PARKING REQUIRED

	QUANTITY	RATIO	STALLS REQUIRED
EVCS - RESIDENTIAL (ADDITIONAL STALLS)	262	0.1	27
EVCS - LEASING (ADDITIONAL STALLS)	3	0.1	1
TOTAL STALLS REQUIRED - EVCS			**28**

ACCESSIBLE PARKING REQUIRED (INCLUDED IN COUNT)

	QUANTITY	RATIO	STALLS REQUIRED
ADA - RESIDENTIAL	262	0.02	6
ADA - LEASING	3	0.02	1
TOTAL STALLS REQUIRED - EVCS			**7**

PARKING PROVIDED

LEVEL	UNITS PER LEVEL	ASSIGNED STALLS	ADA STALLS	EVCS STALLS*	TOTAL STALLS	
LEVEL 1	4	80	6		86	
LEVEL 2	6	107	1		108	
LEVEL 3	20	73	0		73	
TOTALS	30	**260**	**7**	0	**267**	**1.02**

NOTE:
EVCS STALLS ARE NOT INCLUDED IN PARKING COUNT ABOVE
STANDARD STALL DIMENSIONS: 9'X18' (9'X10' STANDARD & 10'X20' NEXT TO OBSTRUCTION)
COMPACT STALL DIMENSIONS: 9'X15' (8'X17' - MAX 25%)
DRIVE ISLE DIMENSIONS: 25' (26' WIDTH AT 90°)
INFORMATION BETWEEN PARENTHESES IS BASED ON GARDENA MUNICIPAL CODE §18.40.050

RESIDENTIAL BUILDING SUMMARY

UNITS	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8	%	TOTAL
S1	3	3	6	8	8	8	8	8	19.8%	52
S2	-	1	3	6	6	6	6	6	13.0%	34
S3	-	-	1	1	1	1	1	1	2.3%	6
Studio	3	4	10	15	15	15	15	15	35%	92
A1	-	-	-	2	2	2	2	2	3.8%	10
A2	-	-	4	12	12	12	12	12	24.4%	64
A3	-	-	2	8	10	10	10	10	19.1%	50
A4	1	1	1	1	1	1	1	1	3.1%	8
1 BR'S	1	1	7	23	25	25	25	25	50%	132
B1	-	-	1	1	2	2	2	2	3.8%	10
B2	-	-	-	2	-	-	-	-	0.8%	2
B2-ALT	-	-	1	1	1	1	1	1	2.3%	6
B3	-	1	1	2	4	4	4	4	7.6%	20
2 BR'S	0	1	3	6	7	7	7	7	15%	38
TOTAL	**4**	**6**	**20**	**44**	**47**	**47**	**47**	**47**	**100%**	**262**

UNIT SUMMARY

UNIT TYPE	UNIT NET SQ. FT.	NUMBER OF UNITS	TOTAL NET SQ. FT.	PRIVATE OPEN SPACE SQ.FT.	TOTAL PRIVATE OPEN SPACE SQ.FT.	%	UNIT %
S1	493	52	25,636	0	0	19.8%	35%
S2	517	34	17,578	0	0	13.0%	
S3	614	6	3,684	0	0	2.3%	
A1	619	10	6,190	53	530	3.8%	50%
A2	652	64	41,728	53	3,392	24.4%	
A3	713	50	35,650	45	2,250	19.1%	
A4	718	8	5,744	50	400	3.1%	
B1	1,080	10	10,800	59	590	3.8%	15%
B2	1,076	2	2,152	56	112	0.8%	
B2-ALT	1,163	6	6,978	56	336	2.3%	
B3	1,278	20	25,560	56	1,120	7.6%	
TOTAL	**694**	**262**	**181,700**	**33**	**8,730**	**100%**	

DATA DA-1.0

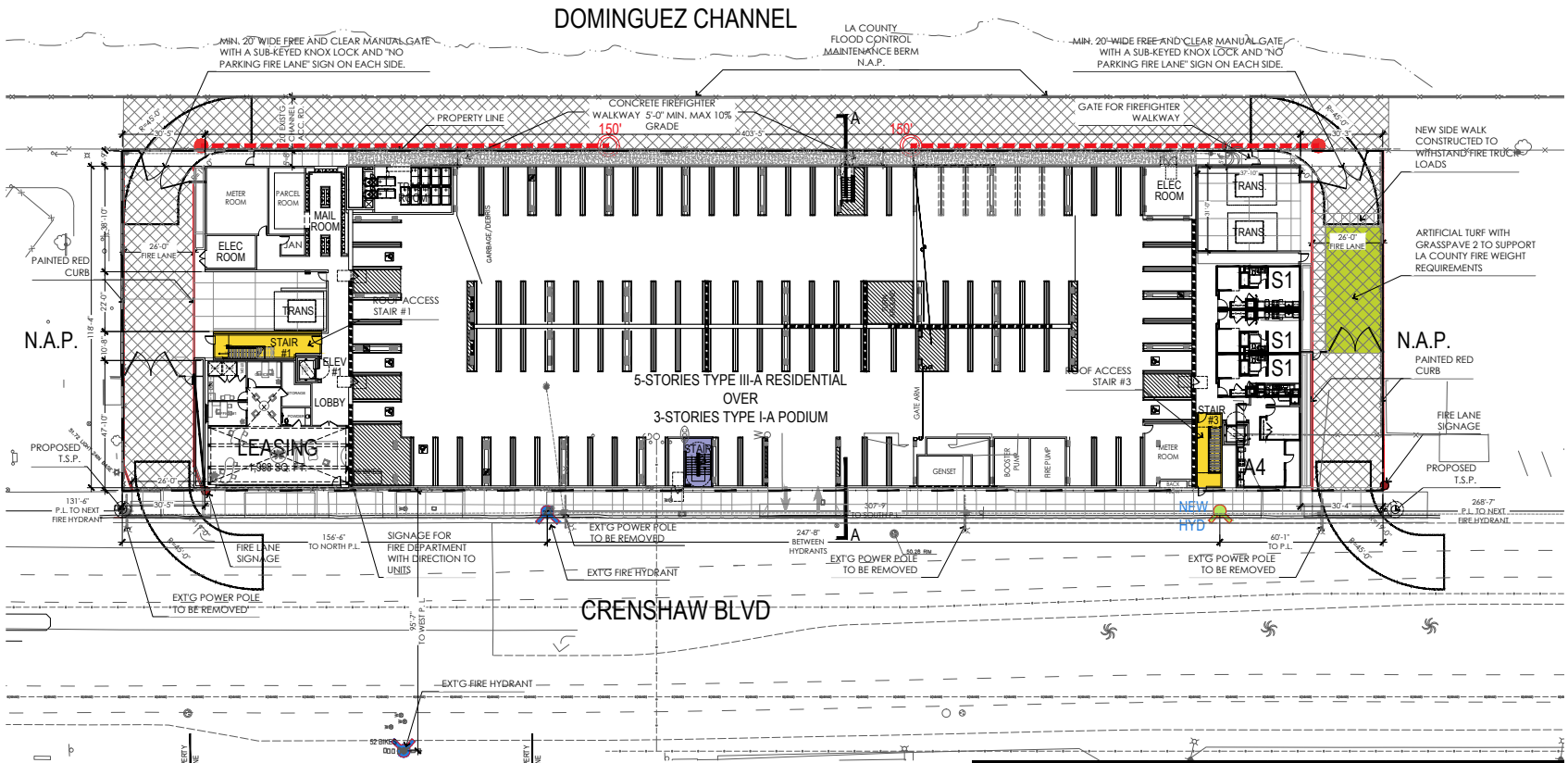
DATE: 10-23-2020
JOB NO.: 2019-446

GARDENA T.O.D.

GARDENA, CA

Din/Cal 4, Inc.
1010 S. COAST HWY 101, STE 106, ENCINITAS, CA 92024
(858) 847-9311

AO ARCHITECTS
144 NORTH ORANGE ST., ORANGE, CA 92866
(714) 639-9860



SECTION - AA

REQUIRED FIRE FLOW
3,000 GPM @ 20 PSA FOR 3 HOURS

FIRE FLOW

TYPE OF CONSTRUCTION PER THE BUILDING CODE	TYPE III- A
FIRE-FLOW CALCULATION AREA AREA	203,395 SQ. FT.
FIRE FLOW BASED ON THE FIRE-FLOW CALCULATION AREA	6,000 GPM
REDUCTION FOR FIRE SPRINKLERS (MAXIMUM 50%)	3,000 GPM
TOTAL FIRE FLOW REQUIRED	3,000 GPM

INSTALL 1 PUBLIC
INSTALL 0 ON-SITE
6" X 4" X 2 ½" FIRE HYDRANTS
CONFOFORMING TO AMERICAN WATERWORKS ASSOCIATION STANDARD C503

BUILDING DATA

BUILDING TYPE	STORIES	CONSTRUCTION TYPE	SQUARE FOOTAGE	FIRE FLOW REQUIREMENT AT 20 PSI/DURATION
RESIDENTIAL BUILDING	3	I-A	39,727	
	5	III-A	203,395	
NATURALY VENTILATED PARKING STRUCTURE	2.5	I-A	95,291	

OCCUPANCY GROUP

RESIDENTIAL UNITS	R-2
PARKING STRUCTURE	S-2

LEGEND:

- 150' HOSE PULL
- FIRE ACCESS LANE
- ARTIFICIAL TURF W/ GRASSPAVE2 TO SUPPORT LA COUNTY FIRE WEIGHT REQ.
- STAIR TOWERS WITH ROOF ACCESS
- STAIR TOWERS
- FIRE LANE ENTRANCE SIGN
- FIRE APPARATUS TURNING RADIUS

NORTH
1"=20'-0" 0 10' 20' 40' 60'

BUILDING PLANS
GROUND LEVEL

A-1.1

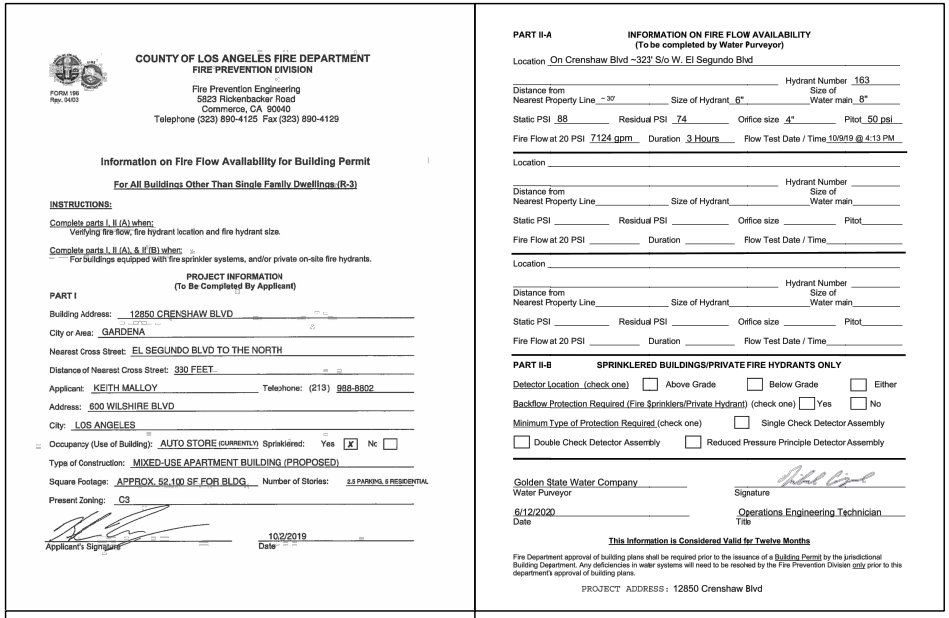
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GARDENA, CA

Din/Cal 4, Inc.
1010 S. COAST HWY 101, STE 106, ENCINITAS, CA 92024
(858) 847-9311

AO ARCHITECTS
144 NORTH ORANGE ST., ORANGE, CA 92866
(714) 639-9860



COUNTY OF LOS ANGELES FIRE DEPARTMENT
FIRE PREVENTION DIVISION

Fire Prevention Engineering
5823 Rickenbacker Road
Commerce, CA 90040
Telephone (323) 890-4125 Fax (323) 890-4129

FORM 196
Rev. 04/03

Information on Fire Flow Availability for Building Permit

For All Buildings Other Than Single Family Dwellings (R-3)

INSTRUCTIONS:

Complete parts I, II (A) when:
Verifying fire flow; fire hydrant location and fire hydrant size.

Complete parts I, II (A), & II (B) when:
For buildings equipped with fire sprinkler systems, and/or private on-site fire hydrants.

PROJECT INFORMATION
(To Be Completed By Applicant)

PART I

Building Address: 12850 CRENSHAW BLVD
City or Area: GARDENA
Nearest Cross Street: EL SEGUNDO BLVD TO THE NORTH
Distance of Nearest Cross Street: 330 FEET
Applicant: KEITH MALLOY Telephone: (213) 988-8802
Address: 600 WILSHIRE BLVD
City: LOS ANGELES
Occupancy (Use of Building): AUTO STORE (CURRENTLY) Sprinklered: Yes [X] No [ ]
Type of Construction: MIXED-USE APARTMENT BUILDING (PROPOSED)
Square Footage: APPROX. 52,100 SF FOR BLDG. Number of Stories: 2.5 PARKING, 6 RESIDENTIAL
Present Zoning: C3

Applicant's Signature 10/2/2019 Date

PART II-A **INFORMATION ON FIRE FLOW AVAILABILITY**
(To be completed by Water Purveyor)

Location On Crenshaw Blvd ~323' S/o W. El Segundo Blvd

Distance from Nearest Property Line ~30 Size of Hydrant 6" Hydrant Number 163 Size of Water main 8"

Static PSI 88 Residual PSI 74 Orifice size 4" Pitot 50 psi

Fire Flow at 20 PSI 7124 gpm Duration 3 Hours Flow Test Date / Time 10/9/19 @ 4:13 PM

Location

Distance from Nearest Property Line Size of Hydrant Hydrant Number Size of Water main

Static PSI Residual PSI Orifice size Pitot

Fire Flow at 20 PSI Duration Flow Test Date / Time

Location

Distance from Nearest Property Line Size of Hydrant Hydrant Number Size of Water main

Static PSI Residual PSI Orifice size Pitot

Fire Flow at 20 PSI Duration Flow Test Date / Time

PART II-B **SPRINKLERED BUILDINGS/PRIVATE FIRE HYDRANTS ONLY**

Detector Location (check one) [ ] Above Grade [ ] Below Grade [ ] Either

Backflow Protection Required (Fire Sprinklers/Private Hydrant) (check one) [ ] Yes [ ] No

Minimum Type of Protection Required (check one) [ ] Single Check Detector Assembly

[ ] Double Check Detector Assembly [ ] Reduced Pressure Principle Detector Assembly

Golden State Water Company
Water Purveyor

Signature

6/12/2020
Date

Operations Engineering Technician
Title

This Information is Considered Valid for Twelve Months

Fire Department approval of building plans shall be required prior to the issuance of a Building Permit by the jurisdictional Building Department. Any deficiencies in water systems will need to be resolved by the Fire Prevention Division only prior to this department's approval of building plans.

PROJECT ADDRESS: 12850 Crenshaw Blvd

Golden State
Water Company
A subsidiary of American States Water Company

FIRE FLOW TEST APPLICATION FF-1

Golden State Water Company (GSWC) charges $300.00 for each fire flow test that is performed or witnessed by GSWC personnel. Discounts for multiple tests being requested are not available. The $300.00 fee is due in advance of GSWC performing or witnessing the fire flow test.

(This section is to be completed by the Applicant (One fire flow test request per Application Form)

Print Applicant or Contact First and Last Name: Include Company Name if Applicable

KEITH MALLOY, FUSCOE ENGINEERING INC.

Print Applicant or Contact Mailing Address: Street or PO Box

600 WILSHIRE BLVD, SUITE 1470

Print Applicant or Contact City, State, Zip

LOS ANGELES, CA 90017

Print Applicant or Contact Phone Number and E-mail Address

(213) 988-8802 KMALLOY@FUSCOE.COM, RSPAGNUOLO@FUSCOE.COM

Print Address/Location where Fire Flow Test is requested (Use back of page section for additional location information)

12850 CRENSHAW BLVD, GARDENA, CA 90249

Check the appropriate box below and provide the information needed to indicate how the test results are to be sent by GSWC. Please note that some local fire agencies require original signed forms, in which case the test results will be returned by mail.

[ ] Mailing Address:

[x] E-Mail: KMALLOY@FUSCOE.COM, RSPAGNUOLO@FUSCOE.COM
[ ] Fax No:

Signature 10/2/19 Date

Please make check or money order payable to Golden State Water Company
Return completed form, fee and include the Fire Department fire flow test form to:
Golden State Water Company (Check www.gswater.com for the office nearest you or call 1-800-999-4033)

(See the Reverse Side of this Page for More Information) Page 1

GENERAL NOTES:

1. ALL OVERHEAD POWER LINES FRONTING PROPERTY ALONG CRENSHAW BOULEVARD WILL BE PLACED UNDERGROUND PRIOR TO ANY COMBUSTIBLE CONSTRUCTION. ADDITIONALLY , NON-COMBUSTIBLE CONSTRUCTION ACTIVITIES SHALL BE ALLOWED TO COMMENCE PRIOR TO THE UNDER-GROUNDING OF SAID POWER LINES.

2. THE AREA OF FIRE FIGHTING OPERATIONS, AS DETERMINED BY THE FIRE CODE OFFICIAL, SHALL NOT BE LOCATED UNDERNEATH HIGH VOLTAGE TRANSMISSION LINES. FIRE CODE 503.2.9

3. ALL FIRE HYDRANTS SHALL MEASURE 6" X 4"" X 2-1/2"", BRASS OR BRONZE, CONFORMING TO AMERICAN WATER WORKS ASSOCIATION STANDARD C503, OR APPROVED EQUAL.

4. FIRE APPARATUS ACCESS ROADS AND STRUCTURES LOCATED NEAR HIGH-VOLTAGE TRANSMISSION LINES SHALL BE POSTED WITH APPROVED SIGNS STATING CAUTION OVERHEAD HIGH-VOLTAGE TRANSMISSION LINES AS REQUIRED BY FIRE CODE 503.3.1. SPECIFIC SIGN LOCATIONS SHALL BE DETERMINED BY THE FIRE INSPECTOR.

5. APPROVED BUILDING ADDRESS NUMBERS, BUILDING NUMBERS OR APPROVED BUILDING IDENTIFICATION SHALL BE PROVIDED AND MAINTAINED SO AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET FRONTING THE PROPERTY. THE NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND, BE ARABIC NUMERALS OR ALPHABET LETTERS, AND BE A MINIMUM OF 4 INCHES HIGH WITH A MINIMUM STROKE WIDTH OF 0.5 INCH. FIRE CODE 505.1.

6. FIRE APPARATUS ACCESS ROADS SHALL BE IDENTIFIED WITH APPROVED SIGNS. TEMPORARY SIGNS SHALL BE INSTALLED AT EACH STREET INTERSECTION WHEN CONSTRUCTION OF NEW ROADWAYS ALLOWS PASSAGE BY VEHICLES. SIGNS SHALL BE OF AN APPROVED SIZE, WEATHER RESISTANT AND BE MAINTAINED UNTIL REPLACED BY PERMANENT SIGNS. FIRE CODE 505.2.

7. ALL REQUIRED PUBLIC FIRE HYDRANTS SHALL BE INSTALLED, TESTED AND ACCEPTED PRIOR TO BEGINNING COMBUSTIBLE CONSTRUCTION. FIRE CODE 501.4.

8. AN APPROVED KEY BOX, LISTED IN ACCORDANCE WITH UL 1037 SHALL BE PROVIDED AS REQUIRED BY FIRE CODE 506. THE LOCATION OF EACH KEY BOX SHALL BE DETERMINED BY THE FIRE INSPECTOR.

9. DEVELOPER WILL WORK WITH FIRE INSPECTOR TO DETERMINE THE SYSTEM AND LOCATIONS OF DIRECTIONAL UNIT NUMBERING IN ACCORDANCE WITH FIRE CODE 505.1 AND 505.3.

10. PRIOR TO APPROVAL OF THE PLANS TO BEGIN NON-COMBUSTIBLE CONSTRUCTION, DEVELOPER WILL PROVIDE A RECEIPT FROM WATER PURVEYOR THAT SHOWS ALL FUNDS HAVE BEEN PAID FOR INSTALLATION AND/OR UPGRADE OF THE REQUIRED PUBLIC FIRE HYDRANTS ALONG WITH A LETTER FROM THE WATER PURVEYOR OR INSTALLING CONTRACTOR THAT INDICATES THE APPROXIMATE DATE THE WORK WILL BE STARTED AND COMPLETED.

11. PARAPET HEIGHT SHALL NOT EXCEED 36" ALONG AT LEAST TWO SIDES OF THE BUILDING. ONE SIDE SHALL BE ALONG CRENSHAW BLVD. AND THE OTHER SHALL BE ALONG EITHER THE NORTH OR SOUTH SIDE OF THE BUILDING ADJACENT TO THE FIRE LANE. LA COUNTY FIRE DEPARTMENT TO MAKE FINAL DETERMINATION OF 36" PARAPET HEIGHT PLACED ALONG THE NORTH OR SOUTH SIDE OF THE BUILDING DURING BUILDING PLAN REVIEW.

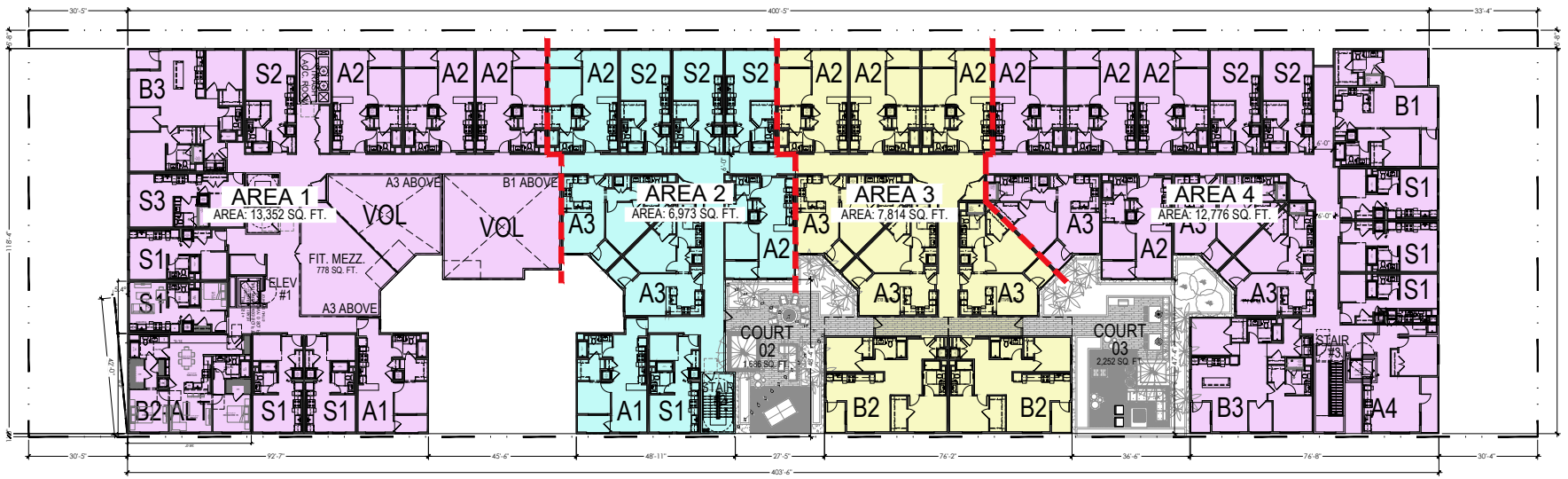
12. A MINIMUM FIRE LANE WIDTH OF 20' SHALL BE MAINTAINED ALONG THE NORTH AND SOUTH SIDES OF THE BUILDING WHILE UNDER CONSTRUCTION.

GENERAL NOTES A-1.2

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LEGEND:

FIRE WALLS

NORTH

1/16"=1'-0" 0 8' 16' 32' 48'

AREA SEPARATION
FOURTH LEVEL

A-1.3

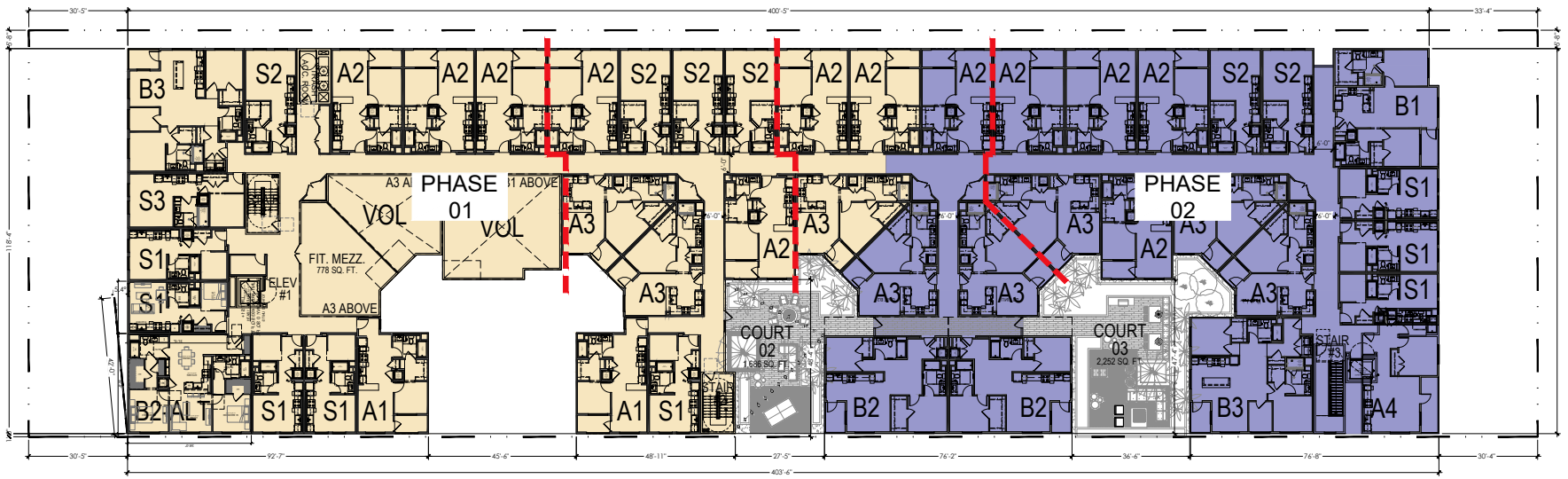
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LEGEND:

PHASE 01

PHASE 02

NORTH

1/16"=1'-0" 0 8' 16' 32' 48'

GARDENA T.O.D.

GARDENA, CA

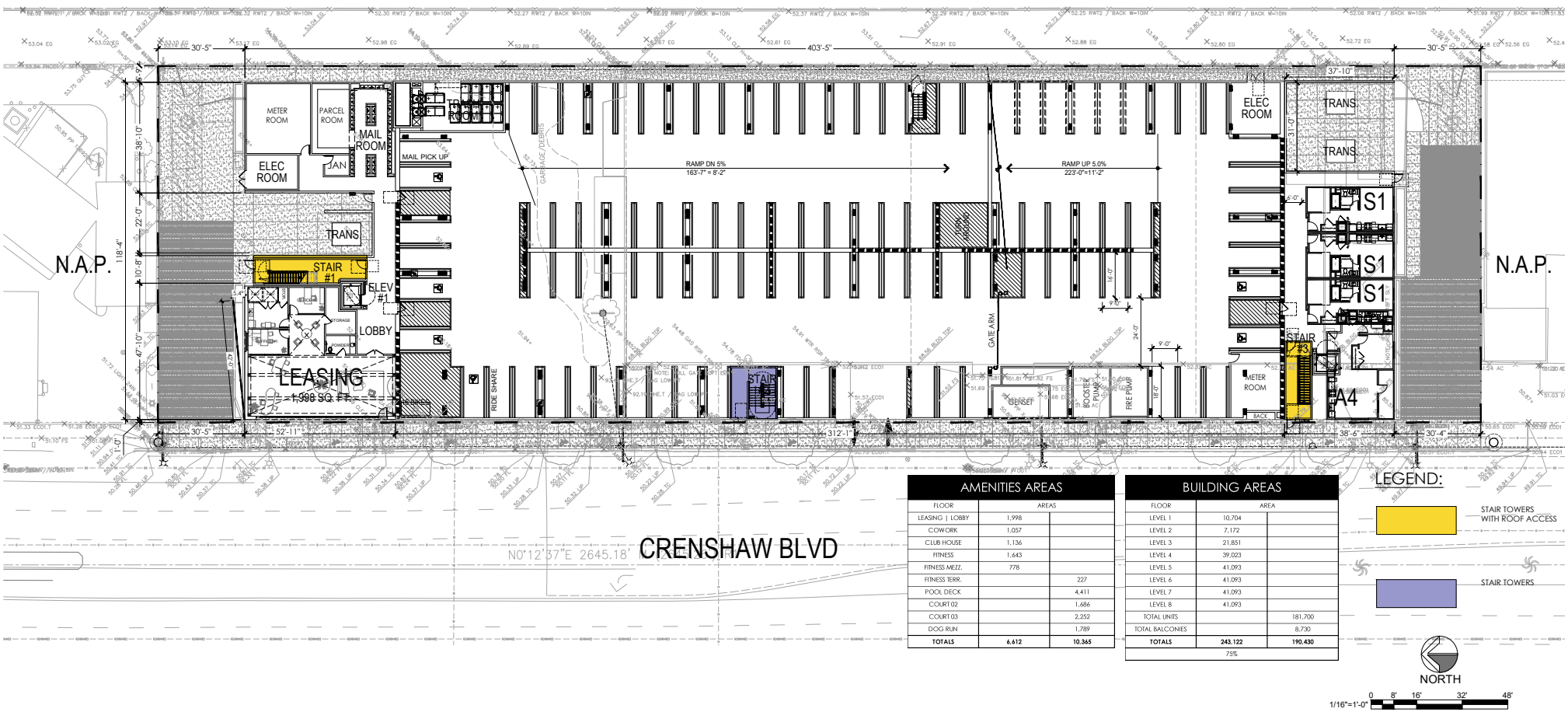
PHASING PLAN
FOURTH LEVEL

A-1.4

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AMENITIES AREAS		
FLOOR	AREAS	
LEASING | LOBBY	1,998	
COWORK	1,057	
CLUB HOUSE	1,136	
FITNESS	1,643	
FITNESS MEZZ.	778	
FITNESS TERR.		227
POOL DECK		4,411
COURT 02		1,686
COURT 03		2,252
DOG RUN		1,789
TOTALS	**6,612**	**10,365**

BUILDING AREAS		
FLOOR	AREA	
LEVEL 1	10,704	
LEVEL 2	7,172	
LEVEL 3	21,851	
LEVEL 4	39,023	
LEVEL 5	41,093	
LEVEL 6	41,093	
LEVEL 7	41,093	
LEVEL 8	41,093	
TOTAL UNITS		181,700
TOTAL BALCONIES		8,730
TOTALS	**243,122**	**190,430**
	75%	

LEGEND:

STAIR TOWERS WITH ROOF ACCESS

STAIR TOWERS

NORTH

1/16"=1'-0" 0 8' 16' 32' 48'

BUILDING PLANS
GROUND LEVEL

A-2.0

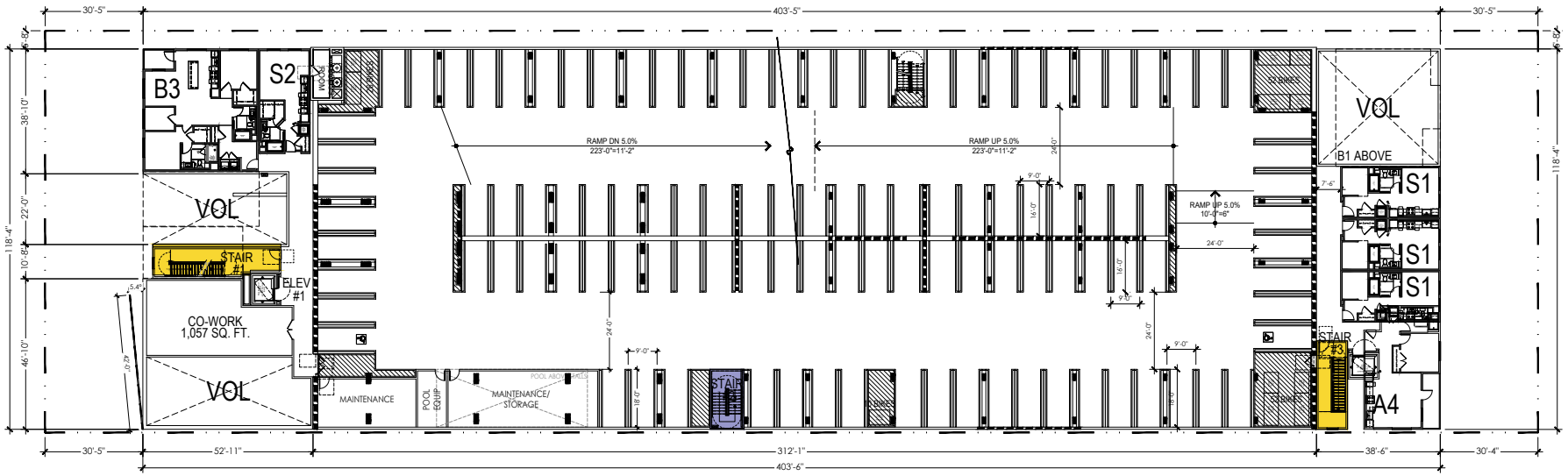
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RESIDENTIAL BUILDING SUMMARY

UNITS	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8	%	TOTAL
S1	3	3	6	8	8	8	8	8	19.8%	52
S2	-	1	3	6	6	6	6	6	13.0%	34
S3	-	-	1	1	1	1	1	1	2.3%	6
Studio	3	4	10	15	15	15	15	15	35%	92
A1	-	-	-	2	2	2	2	2	3.8%	10
A2	-	-	4	12	12	12	12	12	24.4%	64
A3	-	-	2	8	10	10	10	10	19.1%	50
A4	1	1	1	1	1	1	1	1	3.1%	8
1 BR'S	1	1	7	23	25	25	25	25	50%	132
B1	-	-	1	1	2	2	2	2	3.8%	10
B2	-	-	-	2	-	-	-	-	0.8%	2
B2-ALT	-	-	1	1	1	1	1	1	2.3%	6
B3	-	1	1	2	4	4	4	4	7.6%	20
2 BR'S	0	1	3	6	7	7	7	7	15%	38
TOTAL	4	6	20	44	47	47	47	47	100%	262

AMENITIES AREAS

FLOOR	AREAS	
LEASING	LOBBY	1,998	
CO-WORK		1,057	
CLUB HOUSE		1,136	
FITNESS		1,643	
FITNESS MEZZ.		778	
FITNESS TERR.			227
POOL DECK			4,411
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75%		

LEGEND:

STAIR TOWERS WITH ROOF ACCESS

STAIR TOWERS

NORTH

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BUILDING PLANS
SECOND LEVEL

A-2.1

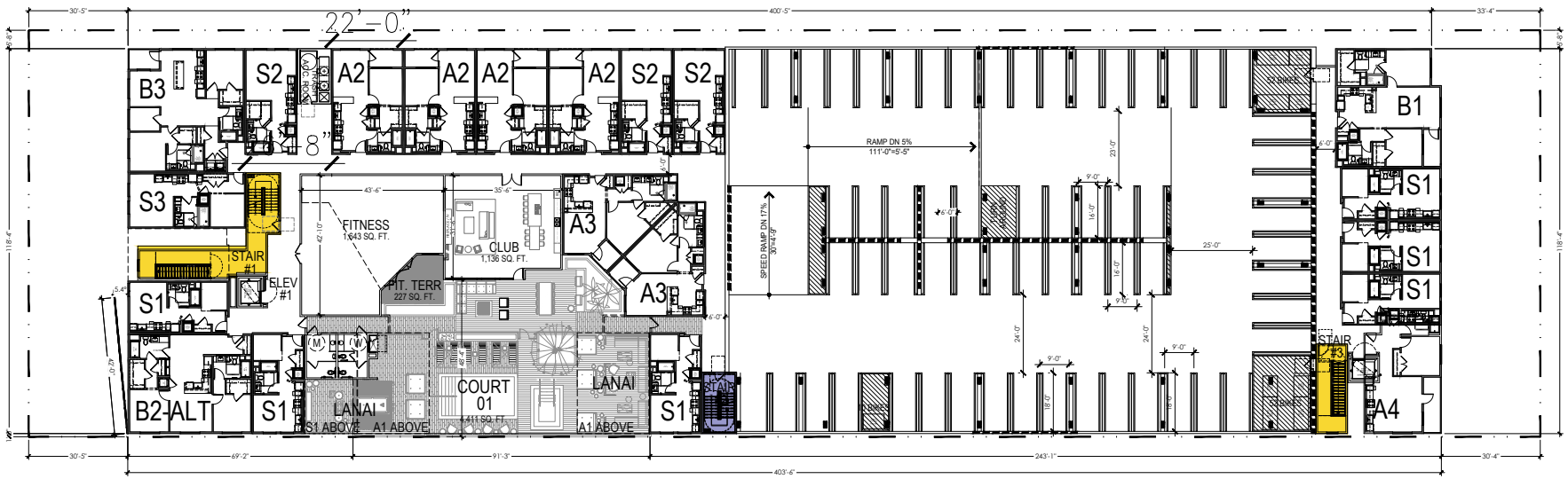
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TOTAL	**4**	**6**	**20**	**44**	**47**	**47**	**47**	**47**	**100%**	**262**

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75%		

LEGEND:

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STAIR TOWERS

NORTH

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BUILDING PLANS
THIRD LEVEL

A-2.2

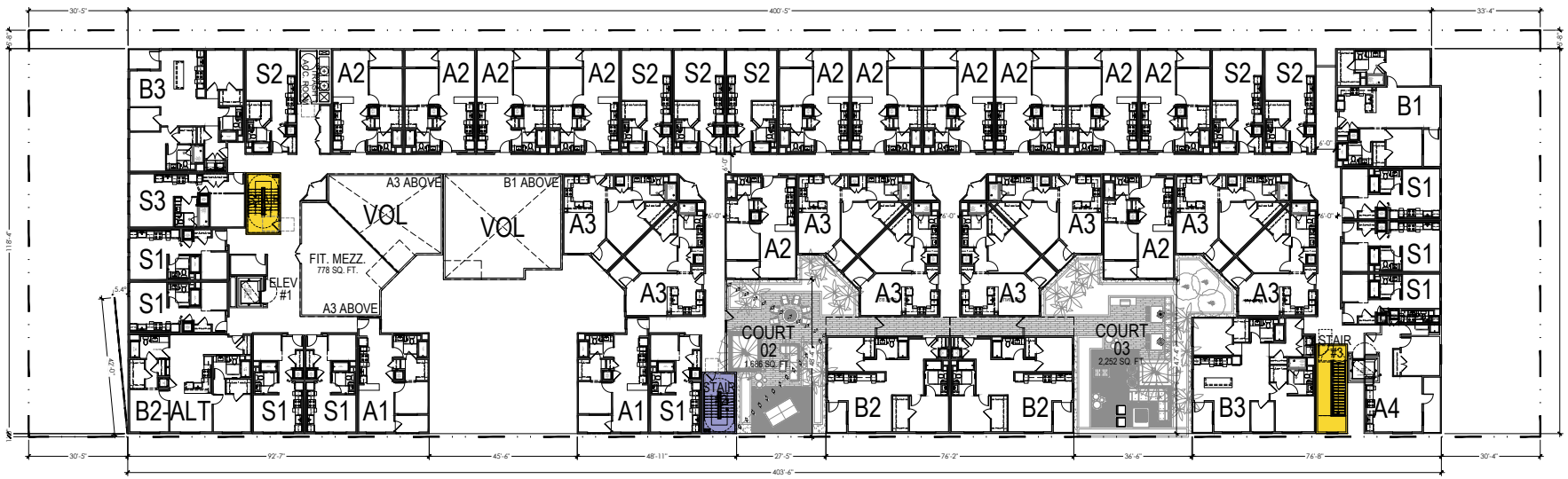
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BUILDING PLANS
FOURTH LEVEL

A-2.3

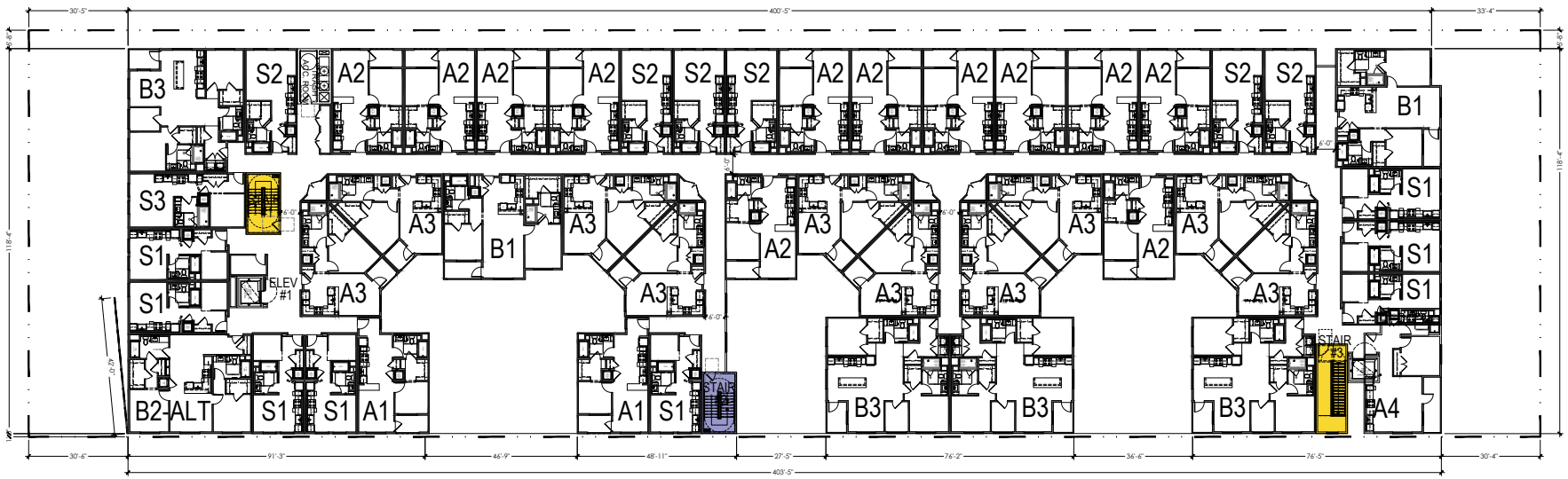
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STAIR TOWERS

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BUILDING PLANS
FIFTH-EIGHTH LEVEL

A-2.4

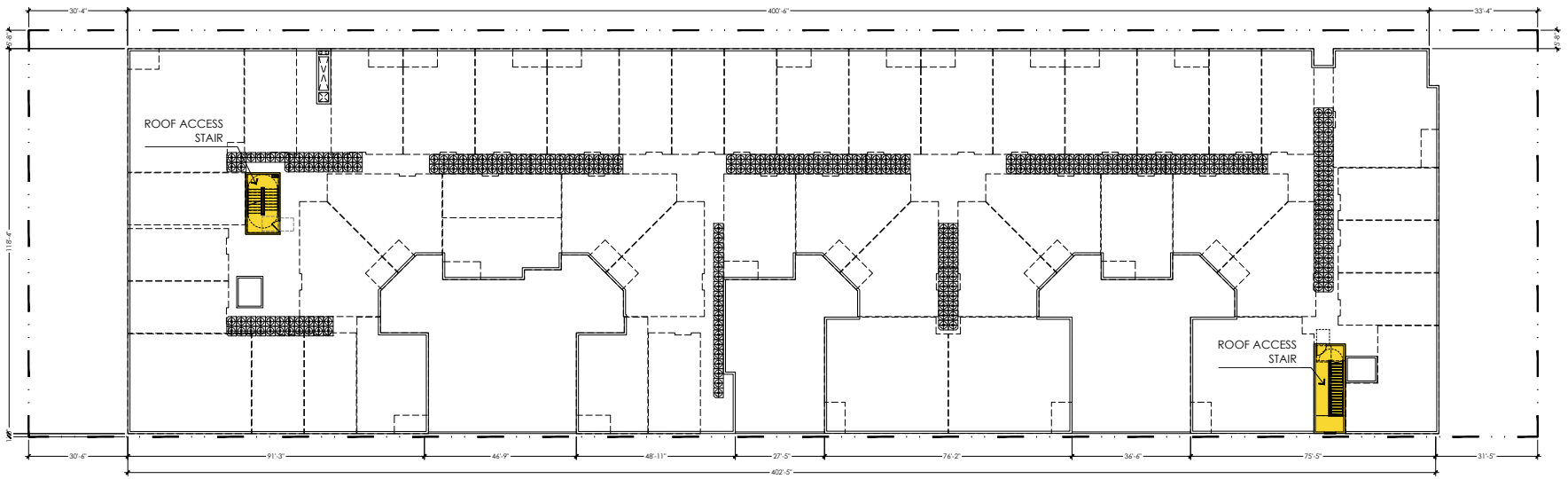
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LEGEND:

STAIR TOWERS WITH ROOF ACCESS

NORTH

1/16"=1'-0" 0 8' 16' 32' 48'

BUILDING PLANS
ROOF LEVEL

A-2.5

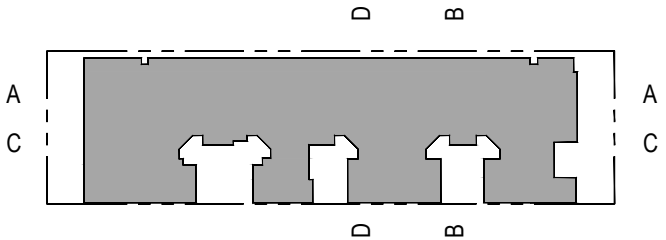
DATE: 10-23-2020
JOB NO.: 2019-446

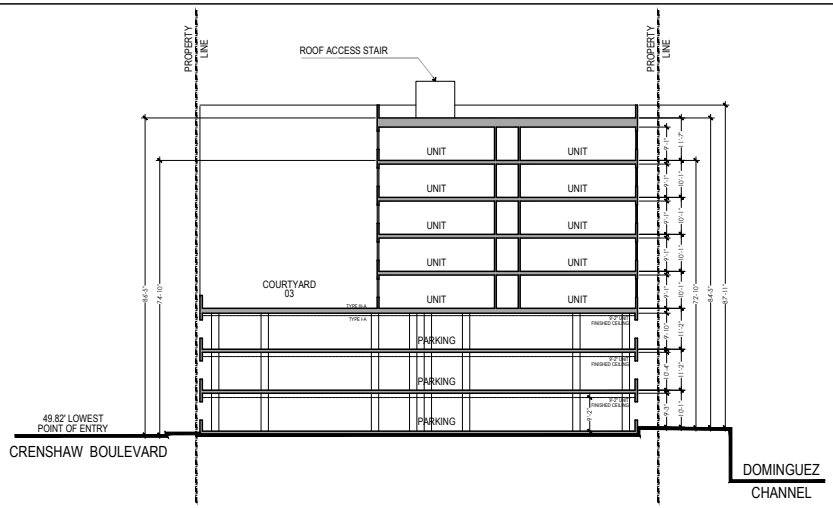
GARDENA T.O.D.

GARDENA, CA

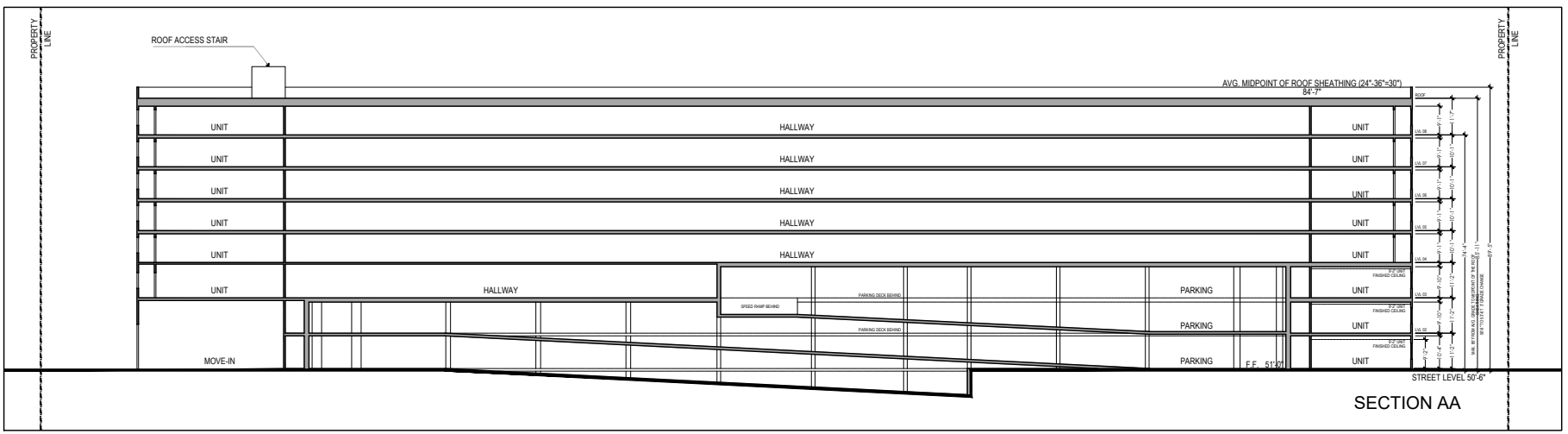
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SECTION BB



SECTION AA

1/16"=1'-0" 0 8' 16' 32' 48'

CONCEPTUAL SITE SECTIONS

A-2.6

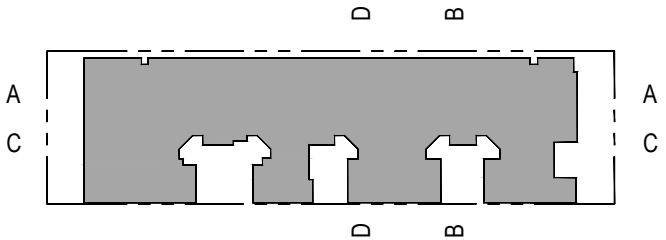
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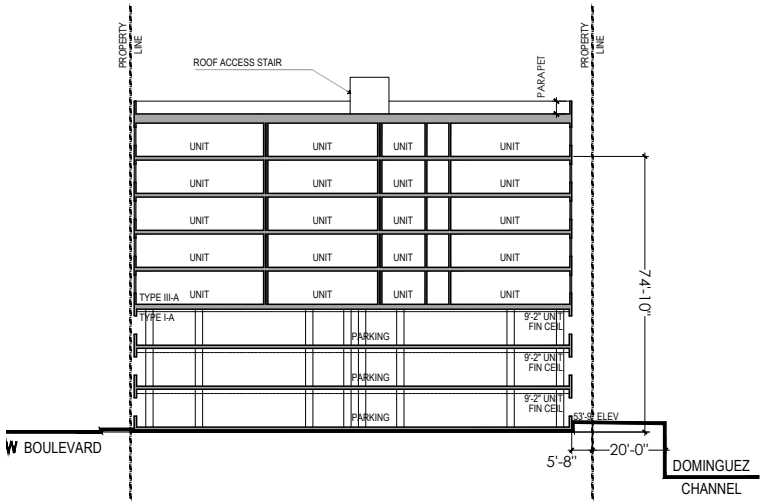
GARDENA, CA

DATE: 10-23-2020
JOB NO.: 2019-446

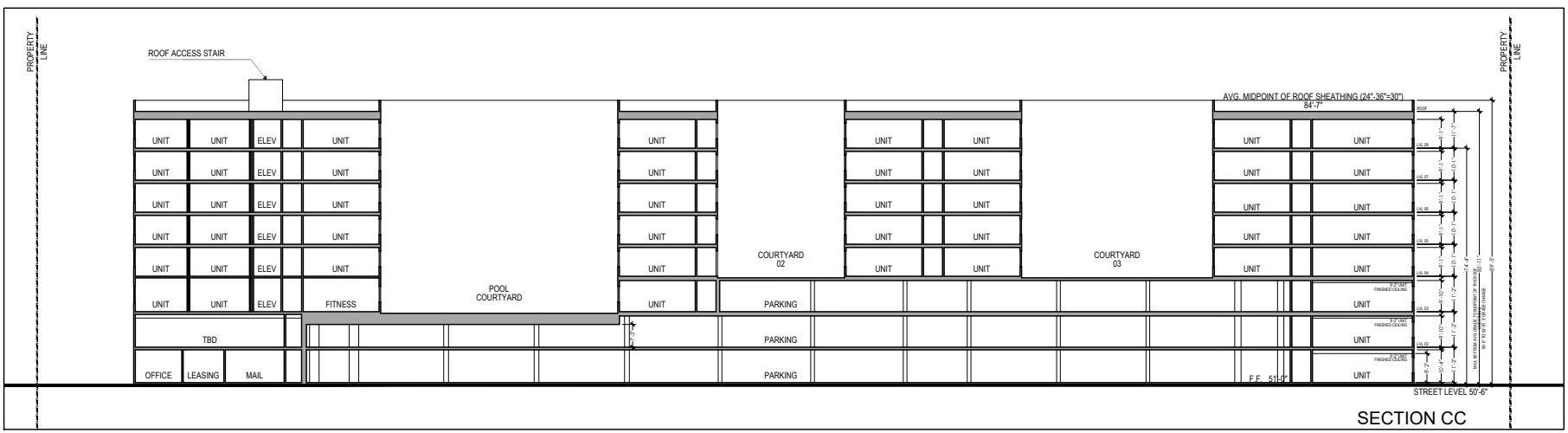
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SECTION DD



SECTION CC

1/16"=1'-0"
0 8' 16' 32' 48'

CONCEPTUAL SITE SECTIONS

A-2.7

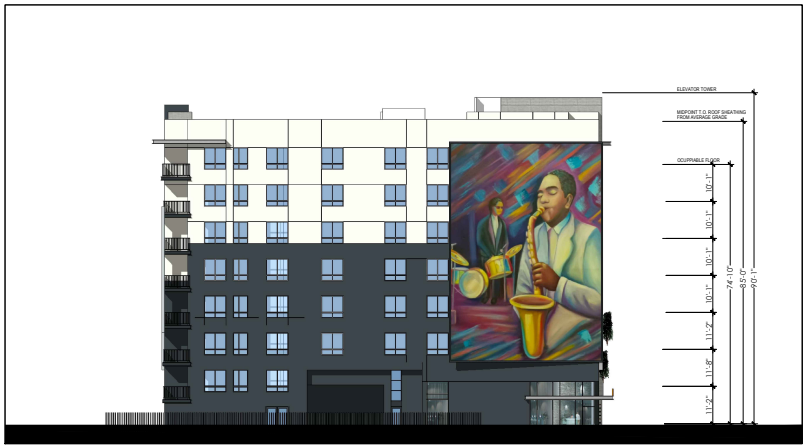
GARDENA T.O.D.

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DATE: 10-23-2020
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NORTH ELEVATION



CRENSHAW (WEST) ELEVATION

1/16"=1'-0" 0 8' 16' 32' 48'

CONCEPTUAL ELEVATION

A-3.0

GARDENA T.O.D.

GARDENA, CA

DATE: 10-23-2020
JOB NO.: 2019-446

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SOUTH ELEVATION



EAST ELEVATION

1/16"=1'-0" 0 8' 16' 32' 48'

CONCEPTUAL ELEVATION

A-3.1

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JOB NO.: 2019-446

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CONCEPTUAL PERSPECTIVE
BIRD'S EYE VIEW

A-3.2

DATE: 10-23-2020
JOB NO.: 2019-446

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CONCEPTUAL PERSPECTIVE
NORTHWEST COERNER

DATE: 10-23-2020
JOB NO.: 2019-446

A-3.3

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CONCEPTUAL PERSPECTIVE
LEASING & RESIDENT ENTRY

DATE: 10-23-2020
JOB NO.: 2019-446

A-3.4

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CONCEPTUAL PERSPECTIVE
SOUTHWEST CORNER

DATE: 10-23-2020
JOB NO.: 2019-446

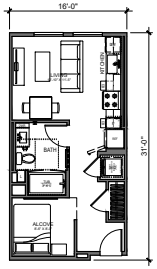
A-3.5

GARDENA T.O.D.

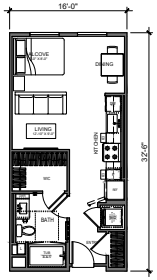
GARDENA, CA

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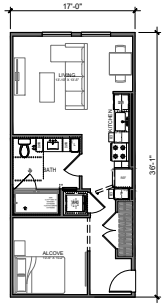
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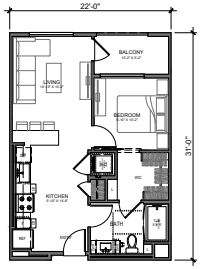
UNIT S1
STUDIO - 1 BATH
UNIT AREA: 493 SQ. FT.
PATIO/BALCONY: 0 SQ. FT.
TOTAL: 52 UNITS



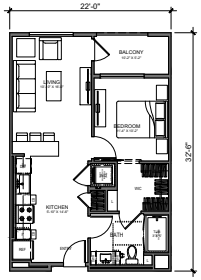
UNIT S2
STUDIO - 1 BATH
UNIT AREA: 517 SQ. FT.
PATIO/BALCONY: 0 SQ. FT.
TOTAL: 34 UNITS



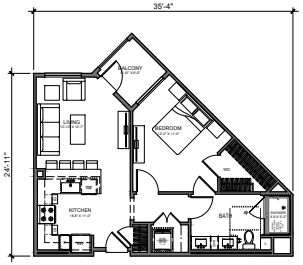
UNIT S3
STUDIO - 1 BATH
UNIT AREA: 614 SQ. FT.
PATIO/BALCONY: 0 SQ. FT.
TOTAL: 6 UNITS



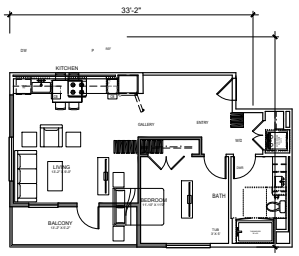
UNIT A1
1 BDRM - 1 BATH
UNIT AREA: 619 SQ. FT.
PATIO/BALCONY: 53 SQ. FT.
TOTAL: 10 UNITS



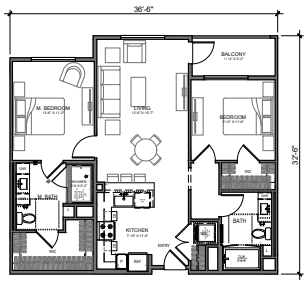
UNIT A2
1 BDRM - 1 BATH
UNIT AREA: 652 SQ. FT.
PATIO/BALCONY: 53 SQ. FT.
TOTAL: 64 UNITS



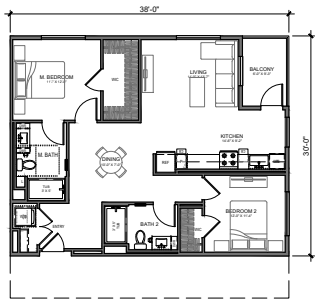
UNIT A3
1 BDRM - 1 BATH
UNIT AREA: 713 SQ. FT.
PATIO/BALCONY: 45 SQ. FT.
TOTAL: 50 UNITS



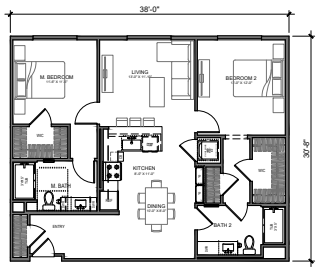
UNIT A4
1 BDRM - 1 BATH
UNIT AREA: 699 SQ. FT.
PATIO/BALCONY: 68 SQ. FT.
TOTAL: 8 UNITS



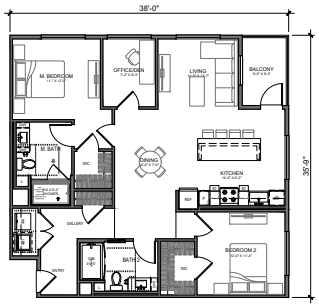
UNIT B1
2 BDRM - 2 BATH
UNIT AREA: 1,080 SQ. FT.
PATIO/BALCONY: 59 SQ. FT.
TOTAL: 10 UNITS



UNIT B2
2 BDRM - 2 BATH
UNIT AREA: 1,076 SQ. FT.
PATIO/BALCONY: 56 SQ. FT.
TOTAL: 8 UNITS



UNIT B2_ALT
2 BDRM - 2 BATH
UNIT AREA: 1,163 SQ. FT.
PATIO/BALCONY: -
TOTAL: 8 UNITS



UNIT B3
2 BDRM - 2 BATH
UNIT AREA: 1,278 SQ. FT.
PATIO/BALCONY: 56 SQ. FT.
TOTAL: 20 UNITS

1/8"=1'-0" 0 4' 8' 16' 24'

UNIT PLANS

A-4.0

GARDENA T.O.D.

GARDENA, CA

DATE: 10-23-2020
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Architecture. Design. Relationships.

EXHIBIT B

CITY OF GARDENA

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

GENERAL CONDITIONS

Standard

GC 1. Applicant accepts all of the conditions of approval set forth in this document and shall sign the acknowledgement. A copy of the signed document shall be submitted to the Community Development Department prior to issuance of any construction permit.

GC 2. Development of this site shall comply with the requirements and regulations of Title 15 (Building and Construction), Title 17 (Subdivisions) and Title 18 (Zoning) of the Gardena Municipal Code, except as modified by the Specific Plan.

GC 3. Applicant shall comply with all applicable written policies, resolutions, ordinances, and laws in effect at time of approval, or at time of application in the case of the California Building Codes, as modified by the City of Gardena, (including Plumbing, Electrical, Mechanical, Green Building, and Energy Codes). The conditions of approval shall supersede all conflicting notations, specifications, and dimensions which may be shown on the project development plans.

GC 4. Prior to commencement of work, the contractor/applicant shall schedule a pre-job meeting with the City's engineering and building inspectors to minimize construction noise levels, including sound-reduction equipment as deemed necessary by the City. Prior to the issuance of demolition or construction permits, the contractor/applicant shall prepare and implement a construction management plan, approved by the City, which includes procedures to minimize off-site transportation of heavy construction equipment.

GC 5. The site layout and physical appearance of the structure shall be in accordance with the plans presented to and approved by the Planning and Environmental Quality Commission on April 6, 2021, and modified by these conditions of approval. The final completed project shall be in substantial compliance with the plans upon which the Commission based its decision, as modified by such decision. Minor modifications or alterations to the design, style, colors, and materials shall be subject to the review and approval of the Community

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

GC 6. Trash pick-up and other exterior facility cleaning activities shall be restricted to the hours of 7 a.m. to 6 p.m., Monday through Friday. These activities shall be prohibited during peak traffic hours.

GC 7. Any and all roof-mounted equipment, devices or materials shall be totally screened from public view. The screen enclosures shall be constructed of the same or similar materials, colors and texture of the building.

GC 8. The applicant shall reimburse the City for all attorney's fees spent in processing the project application, including review of all documents required by these conditions of approval.

GC 9. Applicant/developer shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any claim, action, or proceeding, damages, costs (including, without limitation, attorney's fees), injuries, or liability against the City or its agents, officers, or employees arising out of the City's approval of: General Plan Amendment #1-20; Specific Plan #1-20; Zoning Code Amendment #1-20; Zone Code Amendment #3-20; Development Agreement #1-20; Lot Line Adjustment #1-20; and Site Plan Review #1-20. The City shall promptly notify the applicant/developer of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant/developer of any claim, action, or proceeding, or if the City fails to cooperate fully in the defense, the applicant/developer shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Although the applicant/developer is the real party in interest in an action, the City may, at its sole discretion, participate in the defense of any action with the attorneys of its own choosing, but such participation shall not relieve the applicant/developer of any obligation under this condition, including the payment of attorney's fees.

<u>Residential Development</u>

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

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

PLANNING

PL1. The approvals granted herein shall be utilized within the time period that the Development Agreement is in effect. Utilization shall mean the issuance of building permits.

PL2. These Conditions of Approval and the signed acknowledgement of acceptance, shall be copied in their entirety and placed directly onto a separate plan sheet behind the cover sheet of the development plans prior to Building and Safety plan check submittal. Said copies shall be included in all development plan submittals, including revisions and the final working drawings.

PL3. The applicant/developer shall submit for review and approval detailed landscape and irrigation plans prepared, signed, and stamped by a licensed landscape architect to the Director of Community Development or designee and the Director of Public Works that is consistent with the State's Water Efficient Landscape Guidelines. At a minimum, tree size shall be 24-inch box and shrubs shall be a minimum of one gallon and five gallon size. Spacing of ground cover plants shall be spaced appropriately by species and variety. Metal cages, painted green, shall be used to protect the back flow devices. All above ground piping, such as a back-flow device for landscaping, shall be screened with landscaping and painted green. Protective bollards shall be of a decorative type and/or painted green where appropriate.

PL4. The apartment management shall maintain landscaping in a healthy and well-kept manner at all times. Dead or damaged landscape material/vegetation shall be replaced immediately per the approved landscape plan. The irrigation system shall be maintained at all times. Trees shall be permitted to grow to their maximum height.

PL5. Colors and materials as shown on the development plans as presented to the Planning Commission on April 6, 2021, are approved. Deviation from colors and materials shall not be made unless approved by the Community Development Director.

PL6. Any signage shall comply with the provisions of Chapter 18.58 of the Gardena Municipal Code, as the same is modified by the Specific Plan and Development Agreement relating to the Digital Display.

PL7. Decorative and colored concrete shall be provided at vehicular entrances along Crenshaw Boulevard to the satisfaction of the Planning Division.

PL8. The Applicant/developer shall place all mailboxes in accordance with U.S. Postal Regulations, as reviewed and approved by the Director of Community Development and the Gardena Postmaster prior to the issuance of a Certificate of Occupancy.

PL9. The Applicant shall be required to apply for a lot line adjustment to combine the four lots into one.

PROJECT DESIGN FEATURES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ENVIRONMENTAL

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

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

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

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

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

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

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

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

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

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

with school districts and emergency responders to incorporate roadway modifications that maintain existing traffic patterns and fulfill response route and access needs during Project construction operations.
- Identification and assessment of the potential safety risks of Project construction to children, especially in areas where the Project is located near homes, schools, daycare centers, and parks.
- Promotion of child safety within and near the Project area. For example, crossing guards could be provided in areas where construction activities are located near schools, daycare centers, and parks.
- CTPs would consider and account for the potential for overlapping construction projects.

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

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

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

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

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

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

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

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

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

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

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

BUILDING AND SAFETY

BS1. **School Fees –** Applicant shall pay school impact fees to the Los Angeles Unified School District and provide proof of payment prior to issuance of building permits.

BS2. **LA County Fire Department –** The Applicant/developer shall comply and obtain approvals from the LA County Fire Department based on the latest adopted Los Angeles County Fire Code and Fire Department requirements, as applicable.

BS3. **Sprinklers –** Residential portions of the structures shall have fire protection via a sprinkler system under a NFPA 13R system. Parking portions of the structure shall have fire protection per a NFPA 13 system.

BS4. **Property Maintenance –** The Applicant/developer shall maintain the property in a clean and orderly condition at all times and remove any graffiti from the site within 48 hours of its discovery in matching colors to the existing improvements.

BS5. **Storm Water –** The Applicant/developer shall provide storm water management plan study prepared by a qualified engineer acceptable to the Building Official and the Engineering Division. Drainage from parking lots to the public right-of-way shall be filtered through a City approved filter system. The filter shall be located on the development property and maintained by the property owner.

BS6. **Storm Water Pollution/Prevention Plan –** The Applicant/developer shall demonstrate that coverages has been obtained under California's General Permit for Stormwater Discharges Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the

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

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

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

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

BS7. **Hydrology/Hydraulic Study –** The Applicant/developer shall provide a complete hydrology and hydraulic study prepared by a qualified engineer to the satisfaction of the Building Official.

BS8. **Soils Report –** The Applicant/developer shall provide a geotechnical investigation report prepared by a qualified engineer to the satisfaction of the Building Official and shall comply with the recommendations and revisions deemed necessary by the City's Building Official.

BS9. **Grading –** The Applicant/developer shall grade the subject property in accordance with the Grading Ordinance and to the satisfaction of the Building Official. A grading plan shall be submitted by the Applicant/developer for review and approval. Grading shall be in substantial conformance with the proposed grading that is approved by the Planning Commission. Surety shall be posted to the satisfaction of the Building Official and the City Attorney guaranteeing completion of grading within the project.

BS10. **Final Water Quality Management Plan –** The Applicant/developer shall submit a Final Priority WQMP to the Building Division for review and approval. This plan shall be in conformance with all current NPDES requirements. The WQMP must implement Low Impact Development (LID) principles such that projects infiltrate, harvest, re-use, evapotranspire, or biotreat storm water runoff. Prior to Issuance of Occupancy Permits, privately owned LID features and facilities, and on-site treatment structures and controls shall be inspected by the designing engineer to ensure they are properly in place, per the approved plans. As-built plans shall be produced, signed and stamped by the engineer or a letter issued with signature, date and stamp, verifying the proper installation of the project SCMs, including, but not limited to: Infiltration basins or boxes and interceptors or other required storm water filters.

BS11. **Site Lighting Plan –** The Applicant/developer shall submit a site lighting plan, with photometrics, for review and approval by the Building Official and the Director of Community Development or designee prior to the issuance of building permits. The plan shall ensure that all exterior lighting (i.e., parking areas, building areas, and entries) shall employ illumination in a manner that meets the approval of the Building Official and the Director of Community Development or designee before building permits are issued. All light fixtures shall be designed and located in a manner that does not allow spillover onto adjacent properties. Additionally, the exterior lighting fixtures shall be architecturally consistent with the design of the building, as reviewed and approved by the Director of Community Development or designee. This condition shall not apply to the Digital Display provided it complies with the Specific Plan requirements.

BS12. **Utilities –** Each unit shall be separately sub-metered for ALL metered utilities (Gas, Electric, Water).

BS13. **Solar Requirements- Per 2019 CA Energy Code -** Developer shall install solar Photovoltaic (PV) system.

BS14. **EV Stations -** Developer shall install Electric Vehicle charging stations.

BS15. **Recycling Plan –** The Applicant/developer shall prepare construction and demolition waste recycling plans for review and approval by the Building Division. Applicant/developer shall enroll in the city's waste diversion program.

BS16. **Building/Unit Addressing –** Permits are issued to the building address. Apply for addresses, in the CDD, prior to obtaining building permits.

BS17. **Trash Enclosure**

a. Trash Enclosure shall be sufficiently sized to separately accommodate Rubbish, Recycling waste, and Green Waste, per State of California Guidelines.

b. If outdoor, trash enclosures shall be covered with a solid roof, which is architecturally compatible with the other on-site buildings.

c. Trash enclosure doors shall be opaque.

d. If outdoor, trash enclosure must be enclosed on three sides with a six-foot wall, which is architecturally compatible with the other on-site building.

e. Trash enclosure shall meet Fire code requirements for proximity to property lines and to buildings and shall be sprinklered as required.

BS18. **Knox-Box Access –** Any Entry gates/doors shall have Knox box access or emergency keypad and emergency power back-up.

BS19. **Perimeter Wall Plans –** The Applicant/developer shall submit for review and approval a plan to enclose the property with decorative masonry walls and decorative cap or wrought iron, with the design to be approved by the Director of Community Development or designee.

BS20. **Asbestos (EIR COA HAZ-1) –** Prior to issuance of a demolition permit of the onsite structure, preparation of a demolition plan for the safe dismantling and removal of building components and debris including a plan for lead and asbestos abatement shall be required. The demolition plan shall be submitted to the City for review and approval prior to commencement of construction activities.

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

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

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

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

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

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

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

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

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

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

PUBLIC WORKS

PW1. Applicant shall pay sewer fee in the amount of $140 per unit.

PW2. Applicant shall remove and replace all sidewalk fronting the property.

PW3. Applicant shall remove and replace all curb and gutter fronting the property.

PW4. Applicant shall remove all abandoned driveways and replace with new curb, gutter, and sidewalk fronting the property.

PW5. Applicant shall plant street trees per the Public Works Department.

PW6. Applicant shall remove and replace traffic markings fronting the property.

PW7. Applicant shall re-paint existing curbs and install traffic signs fronting the property per City of Gardena.

PW8. Applicant shall show all sidewalk structures on plans (i.e., poles, hydrants and traffic signal conduit)

PW9. Applicant shall provide traffic control plans per W.A.T.C.H. (Work Area Traffic Control Handbook) or California M.U.T.C.D.

PW10. Applicant shall provide street improvement plan showing all requirements. Street plans shall be designed and signed by a registered Civil Engineer.

PW11. Applicant shall pay surety to be determined by the Public Works Department.

PW12. Applicant shall obtain Public Works Encroachment/Excavation permit for any work done in the public right-of-way.

PW13. Requirements are based on preliminary review only. Additional requirements may be imposed upon full plan submittal and review.

GOLDEN STATE WATER COMPANY

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

LOS ANGELES COUNTY SANITATION DISTRICTS

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

LOS ANGELES COUNTY FIRE DEPARTMENT

Land Development Unit

FD1. The development of this project must comply with all applicable code and ordinance requirements for construction, access, water mains, fire flows, and fire hydrants.

FD2. Every building constructed shall be accessible to Fire Department apparatus by way of access roadways with an all-weather surface of not less than 26 feet in width. The roadway shall be extended to within 150 feet of all portions of the exterior walls when measured by an unobstructed route around the exterior of the building. The roadway shall provide approved signs and/or stripping stating, "NO PARKING - FIRE LANE" and shall be maintained in accordance with the County of Los Angeles Fire Code.

FD3. 503.1 .1 Buildings and facilities. Approved Fire Apparatus Access Roads shall be provided for every facility, building, or portion of a building hereafter constructed or moved into or within the jurisdiction. The Fire Apparatus Access Road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

FD4. 503.2.1 .2 Commercial, industrial, and multifamily-residential developments. Fire Apparatus Access Roads tor commercial, industrial, and multifamily-residential developments shall be installed and arranged in accordance with Sections 503.2.1.2.1 through 503.2.1 ·.2.2. For purposes of this section, the highest roof surface shall be determined by measurement of the vertical distance between the access roadway and the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater.

FD5. 503.2.1.2.2 Where the highest roof surface exceeds 30 feet. For buildings where the vertical distance between the access roadway and the highest roof surface exceeds 30 feet, an approved Fire Apparatus Access Roadway with a minimum width of 26 feet, exclusive of shoulders, shall be provided in the immediate vicinity of the building or portion thereof. This roadway shall have an unobstructed clearance of clear to the sky.

FD6. Every building constructed shall provide an adequate water supply for fire protection purposes. The fire hydrant spacing shall be 300 feet and plotted by the County of Los Angeles Fire Department. Fire Flow requirements shall be determined upon submittal to the County of Los Angeles Fire Department's Fire Prevention, Land Development Unit. Actual fire flow will be determined utilizing the County of Los Angeles Fire Code Appendix B, Table B 105.1.

FD7. An approved fire sprinkler system in the proposed building in compliance with applicable codes and regulations will qualify for a fire flow reduction as outlined Table B 105.1 of the County of Los Angeles Fire Code.

FD8. 507.1 Required water supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises on which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction.

FD9. 507.3 Fire Flow. Fire flow requirements for buildings or portions of buildings and facilities shall be determined by an approved method or Appendix B.

FD10. Fire Hydrant spacing for the proposed development shall be 300 feet. The County of Los Angeles Fire Department shall plot required fire hydrants as required to meet the spacing requirements.

FD11. 503.2.1.2.2.1 Proximity to Building. At least one required access route meeting this condition shall be located such that the edge of the Fire Apparatus Access Roadway, not including shoulder, that is closest to the building being served, is between 10 feet and 30 feet, from the building, as determined by the fire code official, and shall be positioned parallel to one entire side of the building. The side of the building on which the Fire Apparatus Access Road is positioned shall be approved by the fire code official.

FD12. 503.2.1.2.2.2 Obstructions. Overhead utility and power lines shall not be located over the Fire Apparatus Access Road or between the fire apparatus road and the building. Other obstructions shall be permitted to be placed with the approval of the fire code official.

FD13. The proposed development shall comply with the County of Los Angeles Fire Department Regulation No. 27. Requirements for Building, Construction, and Land Use Within or Adjacent to High Voltage Transmission Lines.

FD14. 503.2.4 Turning radius. The minimum turning radius shall be not less than 32 feet, measured at the centerline of the required access roadway. Clearly indicate the turning radius on the site plan for all turns associated with on-site Fire Department access.

FD15. 503.2.3 Surface. Facilities, buildings, or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved Fire Apparatus Access Road that is designed and maintained with an asphalt, concrete, or other approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.

FD16. 503.2.2.1 Dimensions maintained. The dimensions of approved fire apparatus roads shall be maintained as originally approved by the fire code official.

FD17. 503.6 Gates. The installation of security gates across a Fire Apparatus Access Road shall be approved by the fire code official. Where security gates are installed they shall have an approved means of emergency operation.

FD18. Gates securing the Fire Apparatus Access Roads shall comply with all of the following criteria:

a. Where a single gate is provided, the gate width shall not be less than 20 feet, except on a fire apparatus roadway approved to be a lesser width, in which case the gate shall not restrict that width. Where a fire apparatus road consists of a divided roadway, the gate width shall not be less than 15 feet for residential use and 20 feet for commercial/industrial uses.

b. Gates shall be of the swinging or sliding type.

c. Construction of gates shall be of materials that allow manual operation by one person.

d. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.

e. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be approved by the fire code official.

f. Methods of locking shall be submitted for approval by the fire code official.

g. Electric gate operators, where provided, shall be listed in accordance with UL 325.

h. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F2200.

FD19. 503.2.9 Area of firefighting operations. The area of firefighting operations shall not be located underneath high voltage transmission lines.

FD20. 503.3 Marking and signage. Where required by the fire code official, approved signs or other approved notices or markings that include the words "NO PARKING – FIRE LANE" shall be provided for Fire Apparatus Access Roads to identify such roads, to clearly indicate the access to such roads, or to prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. A no-parking designation shall meet the requirements of California Vehicle Code Section 22500.1 and be approved by the fire code official.

FD21. Signs shall have a minimum dimension of 12 inches wide by 18 inches high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the Fire Apparatus Access Road as required.

FD22. 503.4 Obstruction of Fire Apparatus Access Roads. Fire Apparatus Access Roads shall not be obstructed in any manner, including by the parking of vehicles or the use of traffic calming devices, including but not limited to, speed bumps or speed humps. The minimum widths and clearances established in Sections 503.2.1 and 503.2.2 shall be maintained at all times.

FD23. 503.4.1 Traffic calming devices. Traffic calming devices, including but not limited to, speed bumps and speed humps shall be prohibited unless approved by the fire code official.

FD24. 504.1 Required access. Exterior doors and openings required by this code or the California Building Code shall be maintained readily accessible for emergency access by the fire department. An approval access walkway leading from Fire Apparatus Access Roads to exterior openings shall be provided for where required by the fire code official.

FD25. 504.5 Rooftop barriers and parapets. No person shall install any security barrier, visual barrier screen, or other obstruction on; the roof of any building in such a manner as to obstruct firefighter ingress or egress in the event of fire or other emergency. Parapet shall not exceed 36 inches on at least two sides of the building. These sides should face an access roadway or yard sufficient to accommodate ladder operations.

FD26. 505.1 Address identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches high with a minimum stroke width of½ inch. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

FD27. 505.1.1 Multiple residential and commercial units. Multiple residential and commercial units having entrance doors not visible from the street or road shall have, in addition to the requirements of Section 505.1 above, approved numbers

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

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

Forestry Division

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

GARDENA POLICE DEPARTMENT

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

PD2. The builders shall use Crime Prevention Through Environmental Design (CPTED) measures including good lighting around the exterior of buildings and parking areas, eliminating blind spots caused by landscaping, and preventing areas prone to graffiti from being targeted by planting landscaping that create barriers.

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

_____

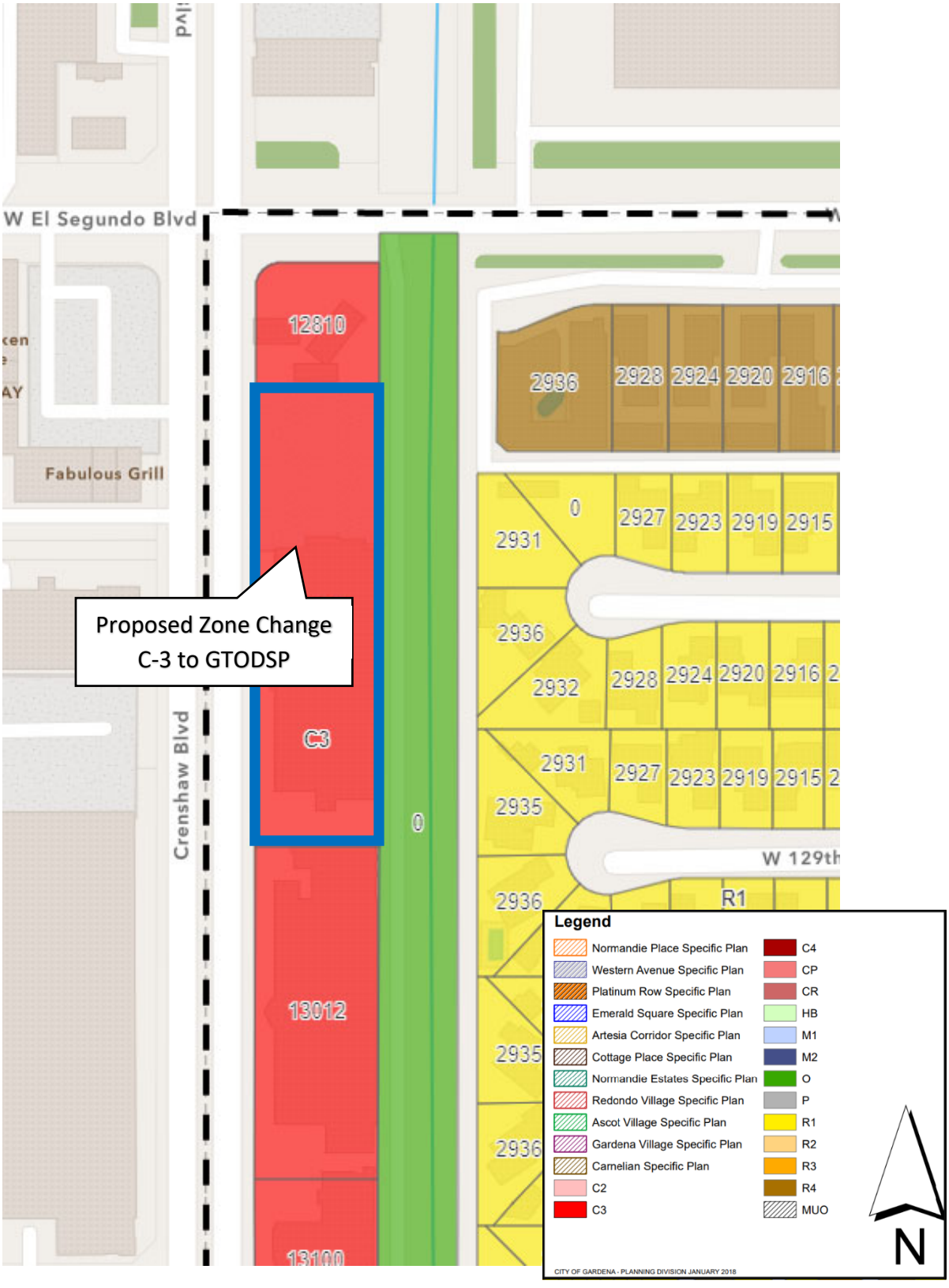
Din/Cal 4, Inc., Representative

By_____

Dated_____

Exhibit C

Proposed Zone Change #1-20



Adopted Zone Change #1-20

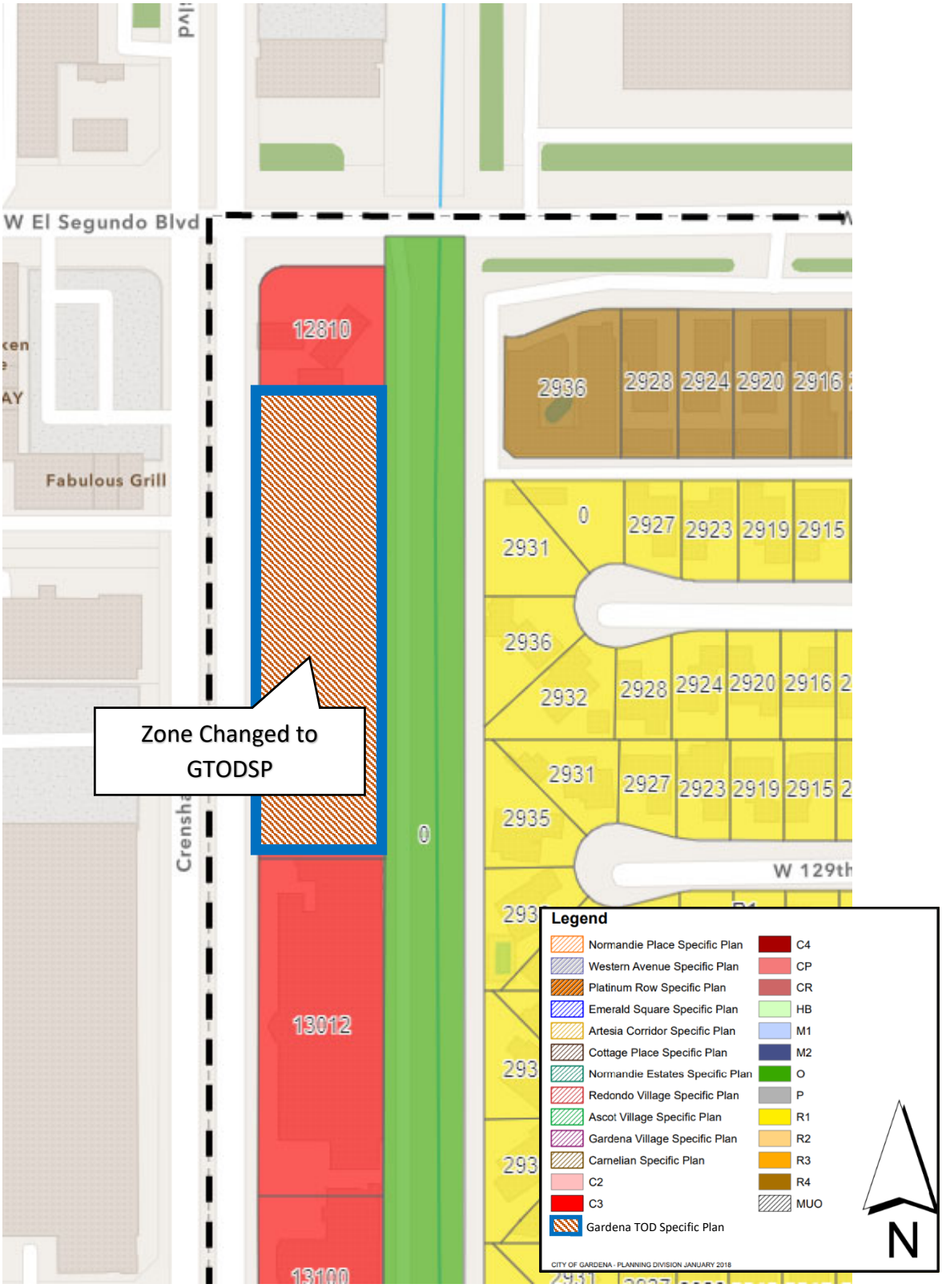


EXHIBIT D

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Space Above Reserved for Recorder's Use

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

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

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

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DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made and entered into by and among the CITY OF GARDENA, a municipal corporation ("City") and Din/Cal 4, Inc., a Texas corporation authorized to do business in California ("Developer") as of this 11th day of May, 2021. City and Developer are referred to hereinafter individually as "Party" and collectively as "Parties." In consideration of the mutual covenants and agreements contained in this Agreement, City and Developer agree as follows:

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

"Applicable Rules" means:

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

"Approval Date" means May 11, 2021, the date on which the last of the Project Approval applications were approved by the City Council.

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

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

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

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

"City" means the City of Gardena, a municipal corporation.

"City Council" means the City Council of the City of Gardena.

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

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

"Director" means the Director of Community Development or his designee.

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

"GMC" means the Gardena Municipal Code.

"Enabling Ordinance" means Ordinance No. 1828, approving this Development Agreement.

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

"Party" means the City or the Developer.

"Parties" shall mean both the City and the Developer.

"Person" means a natural person or any entity.

"Project" means the development of the Property in accordance with the Project Approvals.

"Project Approvals" means:

- Final Environmental Impact Report (FEIR) No. EA–1248, as certified by Resolution No. 6507 on April 27, 2021;
- Mitigation Monitoring Program for FEIR No. EA-1248, as adopted by Resolution No. 6507 on April 27, 2021;
- General Plan Amendment No. 1-20, as approved by Resolution No. 6508 on April 27, 2021, including a change in the Land Use Map;
- Gardena Transit Oriented Development Specific Plan No. 1-20, as adopted by Ordinance No. 1828 on May 11, 2021;
- Zone Change No. 1-20, as approved by Ordinance No. 1828 on May 11, 2021, including a change in the Zoning Map;
- Zoning Code Amendment No. 3-20, as approved by Ordinance No. 1828 on May 11, 2021;
- Site Plan Review No. 1-20, as approved by Ordinance No. 1828 on May 11, 2021; and
- This Development Agreement #1-20 as approved by Ordinance No. 1828 on May 11, 2021.

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

"Site Plan" refers to the development plans for the Gardena Transit Oriented Development Specific Plan Area as shown on Exhibit B, attached hereto, and incorporated herein by reference.

"Specific Plan" or "GTODSP" means the Gardena Transit Oriented Development Specific Plan.

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

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

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

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

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

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

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

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

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

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

2.7.1 Providing needed housing;

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

2.7.3 Providing short-term construction employment within City, and

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

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

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

2.9 On April 27, 2021, the City Council commenced a duly noticed public hearing on the Project Approvals. Prior to approving this Agreement by the Enabling Ordinance, the City Council adopted Resolution No. 6507 approving the FEIR.

2.10 All of the Property is subject to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

4.5.2 Except as otherwise provided in this Agreement, and specifically excluding fees set by entities not controlled by the City that are collected by the City, the City can only charge

and impose those fees and exactions, including, without limitation, dedication and any other fee relating to development or the privilege of development, which are in effect on a City-wide basis as of the Effective Date.

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

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

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

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

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

4.8 Moratorium.

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

4.8.2 Except as provided in Section 4.8.1 above, no City-imposed moratorium or other limitation (whether relating to the rate, timing or sequencing of the development or

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

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

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

4.11 Future Approvals.

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

(a) Minor Modifications include:

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

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

(iii) any other change that does not qualify as a Major

Modification as defined below.

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

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

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

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

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

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

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

5. Developer Agreements.

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

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

5.2 Digital Display.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.5 Sales and Use Tax.

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

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

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

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

6. City Agreements.

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

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

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

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

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

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

7. Modification/Suspension.

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

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

the completion of such appeal or challenge.

8. Demonstration of Good Faith Compliance.

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

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

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

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

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

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

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

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

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

10. Default Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Administration of Agreement.

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

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

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

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

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

15. Indemnification/Defense.

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

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

16. Cooperation in the Event of Legal Challenge.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

With a Copy to:
Armbruster Goldsmith & Delvac LLP
12100 Wilshire Boulevard, Suite 1600
Los Angeles, CA 90025

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

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

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

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

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

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

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

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

action based upon any provision of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

City of Gardena, a municipal corporation

By: _____
Tasha Cerda, Mayor

ATTEST:

_____
Mina Semenza, City Clerk

APPROVED AS TO FORM:

By:_____
Carmen Vasquez, City Attorney

DEVELOPER:

Din/Cal 4, Inc.

By:_____
Josh Vasbinder

EXHIBIT A

LEGAL DESCRIPTION

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

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

APN: 4060-004-039

EXHIBIT B

SITE PLAN

EXHIBIT C

ASSIGNMENT AND ASSUMPTION AGREEMENT

Recording Requested By and When Recorded Mail To:	

ASSIGNMENT AND ASSUMPTION AGREEMENT

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

R E C I T A L S

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

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

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

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

THEREFORE, the parties agree as follows:

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

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

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

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

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

"ASSIGNOR"

[DEVELOPER]

_____

"ASSIGNEE"

[_____]

_____

RECEIPT BY CITY

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

	CITY OF GARDENA _____ By: _____ Community Development Director

[EXHIBITS "A" THROUGH "C" TO BE ADDED AT EXECUTION]

EXHIBIT D

LOCAL HIRING/LOCAL BUYING PROGRAM FOR CONSTRUCTION

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

1. Purpose. The purpose of the Local Hiring Policy is to facilitate the employment by Developer and its contractors at the Project of residents of the City of Gardena (the "Targeted Job Applicants"), and in particular, those residents who are "Low-Income Individuals" (defined below) by ensuring Targeted Job Applicants are aware of Project construction employment opportunities and have a fair opportunity to apply and compete for such jobs.

2. Definitions.

   a. "Contract" means a contract or other agreement for the providing of any combination of labor, materials, supplies, and equipment to the construction of the Project that will result in On-Site Jobs, directly or indirectly, either pursuant to the terms of such contract or other agreement or through one or more subcontracts.

   b. "Contractor" means a prime contractor, a sub-contractor, or any other entity that enters into a Contract with Developer for any portion or component of the work necessary to construct the Project (excluding architectural, design and other "soft" components of the construction of the Project).

   c. "Low Income Individual" means a resident of the City of Gardena whose household income is no greater than 80% of the Median Income.

   d. "Median Income means the median family income published from time to time by HUD for the Los Angeles-Long Beach Metropolitan Statistical Area.

   e. "On-Site Jobs" means all jobs by a Contractor under a Contract for which at least fifty percent (50%) of the work hours for such job requires the employee to be at the Project site, regardless of whether such job is in the nature of an employee or an independent contractor. On-Site Jobs shall not include jobs at the Project site which will be performed by the Contractor's established work crew who have not been hired specifically to work at the Project site.

3. Priority for Targeted Job Applicants. Subject to Section 6 below in this Local Hiring Policy provides that the Targeted Job Applicants shall be considered for each On-Site Job in the following order of priority:

   a. First Priority: Any resident of a household with no greater than 80% Median Income that resides within the Low and Moderate Income Areas identified in the City of Gardena's Housing Element;

b. Second Priority: Any resident of a household with no greater than 80% Median Income that resides within the City; and

c. Third Priority: Any resident of a household with no greater than 80% Median Income that resides within a five (5) mile radius of the project site.

d. Fourth Priority: Any resident of a household that resides within the City or a five (5) mile radius of the project site.

4. Coverage. The Local Hiring Policy shall apply to all hiring for On-Site Jobs related to the construction of the Project, by Developer and its Contractors.

5. Outreach. So that Targeted Job Applicants are made aware of the availability of On-Site Jobs, Developer or its Contractors shall:

a. Advertise available On-Site Jobs in the Gardena Valley News or similar local media and electronically on a City-sponsored website, if such a resource exists; and

b. Work with the South Bay Workforce Investment Board to coordinate recruiting and hiring of workers needed for development and operations of the project.

6. Hiring. Developer and its contractor(s) shall consider in good faith all applications submitted by Targeted Job Applicants for On-Site Jobs, in accordance with their normal practice to hire the most qualified candidate for each position and shall make a good faith effort to hire Targeted Job Applicants when most qualified or equally qualified as other applicants. The City acknowledges that the Contractors shall determine in their respective subjective business judgment whether any particular Targeted Job Applicant is qualified to perform the On-Site Job for which such Targeted Job Applicant has applied. Contactors are not precluded from advertising regionally or nationally for employees in addition to its local outreach efforts.

7. Term. The Local Hiring Policy shall continue to apply to the construction of the Project until the final certificate of occupancy for the Project has been issued by the City.

8. Developer and its contractor(s) shall abide by all applicable State and local labor regulations.

Local Buying Program for Materials and Supplies.

1. Local Supplier Requirements. Developer and its contractors shall use best faith efforts to ensure that materials and supplies used for construction of the project come from businesses based in the City of Gardena whenever possible.

a. Developer and its contractors shall coordinate with the City's Economic Development Manager to obtain a list of suppliers in the City.

b. Developer and its contractors shall solicit bids from suppliers located in the City, but nothing shall require Developer and its contractors to purchase from such supplier if it is not the lowest bid.

2. Local Supplier Report. Developer shall prepare a quarterly report for the City's Economic Development Manager which shall quantify in dollar amount the materials and supplies procured from businesses based in the City of Gardena and the amount of material and supplies procured elsewhere. The report shall include a description of efforts made to procure materials and supplies from Gardena businesses.

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.G
Section: CONSENT CALENDAR
Meeting Date: May 11, 2021

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

AGENDA TITLE: RESOLUTION NO. 6512, REAFFIRMING PROCLAMATION AND RESOLUTION NO. 6441, WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY
CONTACT: CITY MANAGER

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

On March 4, 2020, Governor Newsom declared a State of Emergency in California due to the threat of Coronavirus Disease 2019 ("COVID-19"). Also, on March 4, 2020, the County of Los Angeles Public Health Department declared a local health emergency in response to COVID-19 activity.

On March 16, 2020, in response to the State and County actions and pursuant to Government Code Section 8550 et seq., including Section 8558(c), City Manager Clint Osorio proclaimed the existence of a local emergency in Gardena. On March 19, 2020, the City Council ratified the proclamation through its approval of Resolution No. 6441. On May 12, 2020 City Council adopted Resolution No. 6454, reaffirming Resolution No. 6441. On July 14, 2020 City Council adopted Resolution No.6469, reaffirming Resolution No. 6441. On September 8, 2020 City Council adopted Resolution No. 6478, reaffirming Resolution No. 6441. On October 27, 2020 City Council adopted Resolution No. 6483, reaffirming Resolution No. 6441. On December 15, 2020 City Council adopted Resolution No.6489, reaffirming Resolution No. 6441. On February 9, 2021 City Council adopted Resolution No. 6495, reaffirming Resolution No. 6441. On March 23, 2021City Council adopted Resolution No. 6503, reaffirming Resolution No. 6441.

Pursuant to Government Code Section 8630, the City Council is required to "review the need for continuing the local emergency at least once every 60 days until the governing body (i.e. the City Council) terminates the local emergency.

The extension of the local emergency allows the City Manager and City Council to issue rules, regulations, and orders to deal with the COVID-19 emergency. Additionally, it allows the City of Gardena to seek reimbursement from the State and Federal government for expenditures related to the COVID-19 emergency. Finally, it allows the City Manager and City Council to use the authority granted to them by the California Constitution, the Government Code and the

Gardena Municipal Code to respond to the COVID-19 emergency.

Efforts to stop the spread of the pandemic continue at the national, state and county levels. The conditions that required the declaration of a local emergency continue to exist as of this date. Staff therefore recommends the City Council adopt a resolution reaffirming and continuing the current declaration of a local emergency.

FINANCIAL IMPACT/COST:

Staff is continuing to pursue any available Federal and State reimbursement for all City costs incurred due to COVID-19.

ATTACHMENTS:

Reso No. 6512 .pdf

APPROVED:



_____

Clint Osorio, City Manager

RESOLUTION NO. 6512

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on M, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

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

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021 and Resolution No. 6503 on March 23, 2021.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

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

Passed, approved, and adopted this_____day of May, 2021.

_____
TASHA CERDA, Mayor

ATTEST:

_____
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

_____
CARMEN VASQUEZ, City Attorney

ATTACHMENT A

OFFICE of the CITY MANAGER
1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9503

March 16, 2020
REF. 2020.060

A PROCLAMATION BY THE CITY MANAGER OF THE CITY OF GARDENA, CALIFORNIA, ACTING AS THE DIRECTOR OF EMERGENCY SERVICES, DECLARING THE EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Gardena Municipal Code Chapter 2.56.060 empowers the City Manager, as the Director of Emergency Services, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, Government Code Section 8550 et seq., including Section 8558(c), authorize the City Manager to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan, are also being reported in 117 countries, with over 44,000 cases, including the United States; and

TASHA CERDA, Mayor / ART KASKANIAN, Mayor Pro Tem
MARK E. HENDERSON, Councilmember / DAN MEDINA, Councilmember / RODNEY G. TANAKA, Councilmember
MINA SEMENZA, City Clerk / J. INGRID TSUKIYAMA, City Treasurer / CLINT OSORIO, City Manager / CARMEN VASQUEZ, City Attorney

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a "public health emergency of international concern". On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a Public Health Emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, on March 4, 2020, the County of Los Angeles Public Health Department declared a local health emergency in response to COVID-19 activity and, on March 11, 2020, announced the first death in the County due to COVID-19; and

WHEREAS, in declaring a State of Emergency, the Governor indicated that, as of March 4, 2020, there were 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties in home monitoring based on possible travel-based exposure to the virus, with officials expecting the number of cases in California, the United States, and worldwide to increase; and

WHEREAS, the Governor and the California Department of Health on March 11, 2020 issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19," determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 50 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function; and

WHEREAS, the Governor on March 12, 2020 issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS; on March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020; and

WHEREAS, the City of Gardena has the power to impose measures to promote social distancing including but not limited to limitations on public events; and

WHEREAS, Gardena is a densely populated city within Los Angeles County, which is the largest county in the United States, with one of the highest population densities; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to the City of Gardena and Los Angeles County; and

WHEREAS, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City and require the combined forces of other political subdivisions to combat; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future

reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, the City Manager, as the City's Director of Emergency Services, has the power to declare a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code Chapter 2.56.060.

NOW, THEREFORE, IT IS PROCLAIMED AND ORDERED by the City Manager of the City of Gardena as follows:

A. As contemplated in the Emergency Services Act contained in Government Code Section 8550 et seq., including Section 8558(c), and Chapter 2.56 of the Gardena Municipal Code, a local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.

B. The area of the City which is endangered/imperiled is the entire City.

C. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by local ordinances and regulations, including, but not limited to, Chapter 2.56 of the Gardena Municipal Code and any other applicable resolutions of this City;

A. The City Council shall review and ratify this proclamation within 7 days as required by state law, and if ratified, shall continue to exist until the City Council proclaims the termination of this local emergency. The City Council shall review the need for continuing the local emergency as required by state law until it terminates the local emergency, and shall terminate the local emergency at the earliest possible date that conditions warrant.

B. That the City of Gardena orders that, within the boundaries of the City of Gardena, the Public Health Experts' recommendations shall be deemed mandatory.

C. That a copy of this proclamation be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find

it acceptable in accordance with State Law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the City of Gardena; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

PROCLAIMED this 16th day of March, 2020.

Clint Osorio,
City Manager/Director of Emergency Services

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A PROCLAMATION OF LOCAL EMERGENCY FOR THE CITY OF GARDENA, CALIFORNIA BY THE CITY MANAGER (DIRECTOR OF EMERGENCY SERVICES) ON THE 16TH DAY OF MARCH, 2020.

ATTEST:

/s/ MINA SEMENZA

MINA SEMENZA, City Clerk

ATTACHMENT B

RESOLUTION NO. 6441

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, RATIFYING THE ACTION OF THE CITY MANAGER ACTING AS THE DIRECTOR OF EMERGENCY SERVICES IN PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY IN THE CITY OF GARDENA

WHEREAS, Gardena Municipal Code Chapter 2.56.060 empowers the City Manager, as the Director of Emergency Services, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, Government Code Section 8550 et seq., including Section 8558(c), authorize the City Council to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan, are also being reported in 117 countries, with over 44,000 cases, including the United States; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a "public health emergency of international concern". On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a Public Health Emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, on March 4, 2020, the County of Los Angeles Public Health Department declared a local health emergency in response to COVID-19 activity and, on March 11, 2020, announced the first death in the County due to COVID-19; and

WHEREAS, in declaring a State of Emergency, the Governor indicated that, as of March 4, 2020, there were 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties in home monitoring based on possible travel-based exposure to the virus, with officials expecting the number of cases in California, the United States, and worldwide to increase; and

WHEREAS, the Governor and the California Department of Health on March 11, 2020 issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19," determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 50 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function; and

WHEREAS, the Governor on March 12, 2020 issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS; on March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020; and

WHEREAS, the City of Gardena has the power to impose measures to promote social distancing including but not limited to limitations on public events; and

WHEREAS, Gardena is a densely populated city within Los Angeles County, which is the largest county in the United States, with one of the highest population densities; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to the City of Gardena and Los Angeles County; and

WHEREAS, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City and require the combined forces of other political subdivisions to combat; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the

health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, on March 16, 2020 the City Manager, as the City's Director of Emergency Services, has declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code Chapter 2.56.060. A true and correct copy of the City Manager's Proclamation is attached hereto and incorporated herein by this reference as Attachment "A".

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

SECTION 1. The City Manager's Proclamation of Local Emergency dated March 16, 2020, and orders contained therein, is hereby ratified.

SECTION 2. As contemplated in the Emergency Services Act contained in Government Code Section 8550 et seq., including Section 8558(c), and Chapter 2.56 of the Gardena Municipal Code, a local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.

SECTION 3. The area of the City which is endangered/imperiled is the entire City.

SECTION 4. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by local ordinances and regulations, including, but not limited to, Chapter 2.56 of the Gardena Municipal Code and any other applicable resolutions of this City;

SECTION 5. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

SECTION 6. That the City of Gardena orders that, within the boundaries of the City of Gardena, the Public Health Experts' recommendations shall be deemed mandatory.

SECTION 7. That the City Manager is authorized to furnish information, to enter into agreements, and to take all actions necessary to implement preventative measures to protect and preserve the public health of the City from the COVID-19 public health hazard.

SECTION 8. That a copy of this resolution and the emergency proclamation be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State Law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the

City of Gardena; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

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 19th day of March, 2020.

Tasha Cerda
TASHA CERDA, Mayor

ATTEST:

Becky Romero
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

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 Resolution, being **Resolution No. 6441** 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 an emergency meeting of said City Council held on the **19th day** of **March, 2020,** and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBERS HENDERSON, MEDINA AND TANAKA, MAYOR PRO TEM KASKANIAN AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

Becky Romero
for City Clerk of the City of Gardena, California

(SEAL)

ATTACHMENT C

RESOLUTION NO. 6454

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, as of May 7, 2020, there have been 29,427 confirmed cases of COVID-19 in Los Angeles County, which have resulted in 1,418 deaths; and

WHEREAS, the numbers of confirmed cases and deaths continue to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

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

SECTION 1. The City Council reaffirms all portions of the Proclamation declared by the City Manager's Proclamation of Local Emergency dated March 16, 2020, including all orders contained therein.

SECTION 2. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

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 12th day of May, 2020.

Mark E. Henderson for

TASHA CERDA, Mayor

ATTEST:

Becky Romero

for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

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 Resolution, being **Resolution No. 6454** 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 regular meeting of said City Council held on the **12th day of May, 2020**, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBERS KASKANIAN AND TANAKA, MAYOR PRO TEM HENDERSON, COUNCIL MEMBER FRANCIS AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

Becky Romero
for City Clerk of the City of Gardena, California

(SEAL)

ATTACHMENT D

RESOLUTION NO. 6469

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

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

SECTION 1. The City Council reaffirms all portions of the Proclamation declared by the City Manager's Proclamation of Local Emergency dated March 16, 2020, including all orders contained therein.

SECTION 2. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

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 14th day of July, 2020.

Tasha Cerda
TASHA CERDA, Mayor

ATTEST:

Becky Romero
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

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 Resolution, being **Resolution No. 6469** 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 regular meeting of said City Council held on the **14th day of July, 2020,** and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBER KASKANIAN, MAYOR PRO TEM HENDERSON, COUNCIL MEMBERS TANAKA AND FRANCIS AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

Becky Romero

City Clerk of the City of Gardena, California

(SEAL)

ATTACHMENT E

RESOLUTION NO. 6478

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

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

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020 and Resolution No 6469 on July 14, 2020.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

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 8th day of September, 2020.

Tasha Cerda

TASHA CERDA, Mayor

ATTEST:

Becky Romero
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

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 Resolution, being **Resolution No. 6478** 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 regular meeting of said City Council held on the **8th day of September, 2020,** and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBER KASKANIAN, MAYOR PRO TEM HENDERSON, COUNCIL MEMBERS TANAKA AND FRANCIS AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

Becky Romero
for City Clerk of the City of Gardena, California

(SEAL)

ATTACHMENT F

RESOLUTION NO. 6483

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

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

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020 and Resolution No. 6478 on September 8, 2020.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

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 27th day of October, 2020.

Tasha Cerda
TASHA CERDA, Mayor

ATTEST:

Becky Romero
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

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 Resolution, being **Resolution No. 6483** 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 regular meeting of said City Council held on the **27th day of October, 2020,** and that the same was so passed and adopted by the following roll call vote:

AYES: MAYOR PRO TEM HENDERSON, COUNCIL MEMBERS KASKANIAN, TANAKA, AND FRANCIS AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

Becky Romero
for City Clerk of the City of Gardena, California

(SEAL)

ATTACHMENT G

RESOLUTION NO. 6489

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

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

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020 and Resolution No. 6483 on October 27, 2020.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

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 15 day of December, 2020.

Tasha Cerda
TASHA CERDA, Mayor

ATTEST:

Mina Semenza
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

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 Resolution, being **Resolution No. 6489** 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 regular meeting of said City Council held on the **15th** day of **December, 2020,** and that the same was so passed and adopted by the following roll call vote:

AYES: MAYOR PRO TEM HENDERSON AND COUNCIL MEMBERS TANAKA, KASKANIAN, FRANCIS AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

Becky Romero
for City Clerk of the City of Gardena, California

(SEAL)

ATTACHMENT H

RESOLUTION NO. 6495

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

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

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020,

Resolution No. 6483 on October 27, 2020 and Resolution No. 6489 on December 15, 2020.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

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 9th day of February, 2021.

Tasha Cerda
TASHA CERDA, Mayor

ATTEST:

Becky Romero
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

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 Resolution, being **Resolution No. 6495** 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 regular meeting of said City Council held on the **9th day of February, 2021,** and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBERS KASKANIAN AND TANAKA, MAYOR PRO TEM HENDERSON, COUNCIL MEMBER FRANCIS AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

for Becky Romero
City Clerk of the City of Gardena, California

(SEAL)

ATTACHMENT I

RESOLUTION NO. 6503

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

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

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency

initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020 and Resolution No. 6495 on February 9, 2021.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

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 23rd day of March, 2021.

Tasha Cerda
TASHA CERDA, Mayor

ATTEST:

Becky Romero
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

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 Resolution, being **Resolution No. 6503** 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 regular meeting of said City Council held on the **23rd day of March, 2021,** and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBERS TANAKA, KASKANIAN, MAYOR PRO TEM HENDERSON AND COUNCIL MEMBER FRANCIS, AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

Becky Romero
for City Clerk of the City of Gardena, California

CITY OF GARDENA
FREEWAY CITY
(SEAL)
INCORPORATED 1930

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.H
Section: CONSENT CALENDAR
Meeting Date: May 11, 2021

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

AGENDA TITLE: RESOLUTION NO. 6513, AMENDING THE LIST OF AUTHORIZED GAMES AND AUTHORIZING THE PLAY OF CERTAIN GAMES IN LICENSED CARD CLUBS
CONTACT: CITY MANAGER

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that the City Council adopt Resolution No. 6513 which amends the current list of authorized games and authorizes the play of certain games in licensed card clubs.

On April 28, 2021, the Hustler Casino received written approval from the State of California Department of Justice, Bureau of Gambling Control to begin offering the modified gaming activity, *EZ Baccarat Progressive Jackpot,* for play at their club.

This approval by the State of California is subject to the adoption of a formal resolution by the Gardena City Council.

FINANCIAL IMPACT/COST:
N/A

ATTACHMENTS:
Reso_No._6513-_Authorized_Gaming_Activities.pdf
Request for Approval Modified Gaming Activity- Hustler Casino.pdf
Request for Approval EZ Bacc Progressive Jackpot Modification (Hustler Casino) - Letter.pdf

APPROVED:



_____

Clint Osorio, City Manager

RESOLUTION NO. 6513

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

WHEREAS, Gardena Municipal Code Section 5.24.430 provides that licensed card clubs in the City of Gardena ("City") may play any game permitted under state law which is also permitted by resolution of the City Council; and

WHEREAS, the City Council approved those certain games to be played in licensed card clubs as listed in Resolution No. 6430; and

WHEREAS, from time to time licensed card clubs in the City have filed rules of play and requested authorization pursuant to Gardena Municipal Code Section 5.24.430 to play other games not previously listed and approved by City Council Resolution.

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

SECTION 1. That **EZ Baccarat Progressive Jackpot** Modification**,** offered in connection with authorized Poker Section and Promotional Games and played in accordance with the rules approved by the Bureau of Gambling Control on April 28, 2021, shall be permitted to be played in licensed card clubs in the City. The list of all such approved and permitted games is as follows:

POKER SECTION

2 WAY WINNER
5 CARD STUD
6 CARD STUD
7 CARD HI LO SPLIT
7 CARD STUD
7 CARRD STUD HI-LO REGULAR
21st CENTURY BACCARAT
21st CENTURY BACCARAT 9.0
21st CENTURY LUCKY 7 BACCARAT
BADACEY
BADEUCEY
BADUGI
BIG O HIGH-LOW SPLIT
BLACKJACK JACKPOT
BLAZING SEVENS JACKPOT PROGRESSIVE
BUSTER BLACK JACK BONUS BET
CALIFORNIA HIGH DRAW OPEN BLIND
CARIBBEAN STUD POKER
CRAZY PINEAPPLE
DOUBLE BOARD OMAHA
DRAGON BONUS BACCARAT– COMMISSION FREE
DRAW
DRAWMAHA ACE-TO-FIVE
DRAWMAHA HI
EASY POKER
EASY POKER BONUS BET
EZ BACCARAT
EZ BACCARAT MODIFICATION
EZ BACCARAT PROGRESSIVE JACKPOT
HI LO DECLARE
HOLDEM
HOLDEM HI LO
HUSTLER CASINO POKER ROOM MEGA-PROGRESSIVE JACKPOT
JACKPOT POKER
JACKS BACK HI LO
KANSAS CITY LOWBALL DEUCE TO SEVEN
LET IT RIDE BONUS
LOWBALL
LOWBALL DRAW WINNER LEAVE IT IN
MEXICAN POKER
OMAHA AND POT LIMIT
OMAHA HI

OMAHA HI LO
OMAHA HI LO SPLIT
OMAHA AND POT LIMIT
OPEN FACE CHINESE POKER
PAN
PINEAPPLE
POCKET ACES CRACKED
POKER PAYS TO PLAY
RAZZ
RAZZDACEY
RAZZDEUCEY
SEVEN CARD STUD
SEVEN CARD STUD HIGH-LOW SPLIT
SHORT DECK HOLD'EM
SUPER 7 CARD STUD
SUPER 7 CARD STUD HI/LO
SUPER 7 CARD STUD HI/LO REGULAR
SUPER 9 JACKPOT
SUPER RAZZ
SUPER RAZZDACEY
SUPER RAZZDEUCEY
SUPER STUD POKER PROGRESSIVE JACKPOT
SUPER 7 CARD STUD HI/LO REGULAR
TABLE TOP JOKER POKER
TEXAS HOLD'EM
TEXAS STUD POKER
THREE CARD POKER
THREE CARD POKER 6 CARD BONUS
THREE CARD POKER PROGRESSIVE JACKPOT
TRIPLE ACES II
TRIPS
ULTIMATE TEXAS HOLD'EM
ULTIMATE TEXAS HOLD'EM PROGRESSIVE JACKPOT

ASIAN SECTION

13 CARD
21st CENTURY BLACKJACK 5.1 [Modified]
ASIAN STUD
BACCARAT
BLACKJACK JOKERS
BONANZA PAI GOW TILES
CALIFORNIA ACES
CALIFORNIA BLACKJACK
CASINO WAR
CENTURY21
CRAZY 4 POKER
EO11
FUNTAZEE 21
FORTUNE PAI GOW POKER
FORTUNE PAI GOW POKER PROGRESSIVE JACKPOT
LUCKY MOON
MAHJONG
MISSISSIPPI STUD 3 CARD BONUS
MONSTER & BUSTER PAI GOW POKER
NO BUST BLACKJACK
NO BUST 21ST CENTURY BLACKJACK 4.0A [Modified]
NO BUST 21ST CENTURY BLACKJACK 4.0B [Modified]
NO BUST 21ST CENTURY BLACKJACK 6.2
PAI GOW GOLD DESIGNATED HAND PROMOTION
PAI GOW GOLD PROGRESSIVE JACKPOT
PAI GOW POKER
PAI GOW POKER JACKPOT
PAI GOW TILES
PAN NINE
PAN NINE GOLD
SUPER PAN 9 MODIFICATION
TEXAS PAI GOW
TRIPLE PLAY
ZOOBAC

PROMOTIONAL GAMES

BONUS CHIP PROMOTION
CALIFORNIA GAMES PROMOTIONAL CHIPS PROMOTION
EZ BACCARAT PROGRESSIVE JACKPOT
FOOD REWARD PROGRAM
GIFT CARD REWARD PROGRAM
HUSTLER SPECIAL EVENTS PLAYER REWARDS PROMOTION V2

HIGH HAND GIVEAWAY PROMOTION
JACKPOT GAMES
LIVE ACTION TOURNAMENT PROMOTION
PLAYER REWARDS PROGRAM [Modified]
POKER PROMOTIONAL CHIPS
SPECIAL EVENTS PLAYER REWARDS
SPORTS BRACKET

SECTION 2. That upon the approval and adoption of this resolution, Resolution No. 6430 shall be rescinded and shall no longer be in force and effect.

SECTION 3. That this resolution shall be effective immediately.

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

Passed, approved, and adopted this 11th day of May, 2021.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

ROB BONTA
Attorney General

State of California
DEPARTMENT OF JUSTICE

BUREAU OF GAMBLING CONTROL
2450 DEL PASO ROAD, SUITE 100
SACRAMENTO, CA 95834

April 28, 2021

Keith Sharp, Designated Agent
Hustler Casino
301 North Lake Avenue, Suite 1100
Pasadena, CA 91101

BGC ID: GEAR-001190

RE: EZ Baccarat Progressive Jackpot Modification Approval

Dear Keith Sharp:

The Bureau of Gambling Control (Bureau) has reviewed Hustler Casino's request to offer the modified gaming activity of EZ Baccarat Progressive Jackpot for play. This letter is to inform you that the Bureau has approved this request, and Hustler Casino may begin offering the modified gaming activity for play, as enclosed, pending any approvals that may be required by the local jurisdiction. This letter of approval and the enclosed rules shall be kept on file, at Hustler Casino and be readily available for review during all hours of operation. Any changes to the approved rules of play shall constitute a new gaming activity and invalidate this approval. **In addition, this approval letter shall supersede any previous approval letters.**

The Bureau reserves the right to: (1) review the lawfulness of the modified gaming activity of EZ Baccarat Progressive Jackpot; (2) notify all law enforcement agencies and gambling establishments if further review determines the modified gaming activity of EZ Baccarat Progressive Jackpot to be unlawful; (3) require gambling establishments to cease and desist offering the modified gaming activity of EZ Baccarat Progressive Jackpot if found to be unlawful; and (4) take action against those gambling establishments that decline to abide by the Bureau's cease and desist notification.

Hustler Casino shall offer the modified EZ Baccarat Progressive Jackpot gaming activity in accordance with the Bureau approved rules, as enclosed.

Modifications to the EZ Baccarat Progressive Jackpot

- *Modified multiple Qualifying Hands and the Administrative Fee range.*

Although the Bureau has approved the modified gaming activity of EZ Baccarat Progressive Jackpot, it is the sole responsibility of Hustler Casino to abide by and remain in compliance with the local ordinance for the City of Gardena. This letter does not constitute any approvals that may be required by the local jurisdiction before the modified gaming activity of EZ Baccarat Progressive Jackpot is offered for play. Hustler Casino shall be fully responsible for ensuring any approval required by local law enforcement is obtained prior to offering the modified gaming activity of EZ Baccarat Progressive Jackpot for play.

California Code of Regulations, title 11, section 2070, subdivision (b), states:

It shall be an unsuitable method of operation for a gambling establishment to:

(b) Offer for play any gaming activity which is not authorized by the Bureau pursuant to the Act and these regulations for play at that gambling establishment.

Therefore, any changes Hustler Casino may wish to make in the future to the approved gaming activity, as enclosed, shall be submitted to the Bureau along with the required fees, and will not be authorized until written notification of approval from the Bureau is received.

The BGC ID **(GEAR-001190)** shall be referenced on all advertisements (if the name changes), bi-annual reports, correspondence, and modification requests related to this gaming activity.

If you have any questions, please contact Austin Mehlmauer at (916) 830-9059 or via email at BGCgames@doj.ca.gov.

Sincerely,

Andrew Meredith

ANDREW MEREDITH, Manager
Game Review Unit

For ROB BONTA
Attorney General

Enclosure

cc: Cheryleen Kau, Special Agent Supervisor, CES, Los Angeles

APPROVED

APR 28 2021

Bureau of Gambling Control

EZ Baccarat Progressive Jackpot

Bureau Requirements

Advertising

Hustler Casino may advertise various names for this gaming activity. Should the Casino advertise a different name, the BGC ID (GEAR-001190) shall be referenced on all advertisements relating to this gaming activity.

Furthermore, all rules and procedures for the gaming activity, including but not limited to the following, will be prominently displayed in Hustler Casino at all times the gaming activity is being offered for play:

- Eligible games and time periods
- Qualifying hands
- Prize payout structure
- The prize amount that will be awarded
- Availability of No Purchase Necessary
- Any other restrictions that apply to this gaming activity

Eligible Controlled Games

The EZ Baccarat Progressive Jackpot shall be attached to the following Bureau approved controlled games offered at Hustler Casino, as shown below, at all times this gaming activity is being offered for play. All controlled game rules shall be played as previously approved by the Bureau.

- EZ Baccarat (GEGA-002822)

Object and Summary

The EZ Baccarat Progressive Jackpot adds an optional $1.00 player-funded progressive and fixed jackpot elements to the game of EZ Baccarat (GEGA-002822). The EZ Baccarat Progressive Jackpot considers both the player and banker hands. To begin each round, players must make their regular base game wager. Players may place any bonus bets along with the optional jackpot fee of $1.00. Once the house dealer removes all jackpot fees from the table, the jackpot fees will be dropped into a separate and locked jackpot collection box. The house dealer then follows standard approved procedures for dealing the base game. A player is NOT required to place a wager on the Dragon 7 Bonus Bet or the Panda 8 wager in order to be eligible to place an optional $1.00 jackpot fee on the EZ Baccarat Progressive Jackpot. This promotion will be available at predetermined dates and times posted in the Casino. When a winning hand is confirmed, the player with the qualifying jackpot hand will receive the progressive jackpot prize or a fixed prize, depending on the winning qualifying hand.

1. "Hockey Puck" discs will be attached to the table in front of each betting position. These discs have a sensor and will detect when a casino chip is placed on them. Players must place the jackpot fee on the sensor. The sensor will then light up.
2. Once all players have placed their base wagers and optional jackpot fees, the house dealer will press "Start Game" on the keypad. The sensors will then light up, indicating participation in the progressive jackpot gaming activity. The house dealer will then remove all jackpot fees from the table. The jackpot fees will be dropped into a separate and locked jackpot collection box and accounted for separately.

Qualifying Hands

Only hands that have been Bureau approved and predetermined and designated by the Casino are eligible. Patrons will be provided with ample advance notice of what the qualifying hands are, as well as the requirements for completing the qualifying hands. Furthermore, the qualifying hands will be displayed prominently within the Casino at all times the EZ Baccarat Progressive Jackpot is being offered for play.

Players that make one of the advertised qualifying hands, as shown below, will be eligible to win their share of the posted prize amount, according to the payout options, as shown below. All qualifying progressive and fixed hands must be offered together at all times.

Progressive Hand

Qualifying Hand	Description
Dragon 7 - Player 0 Suited	The banker hand wins with a three-card total of 7 points and the player hand totals 0. All cards in the banker hand must be the same suit. All cards in the player hand must be the same suit. ***Example**: All cards in the banker hand are spades and all cards in the player hand are hearts.* Or all cards in both the banker and player hands are all spades.

Fixed Hand

Qualifying Hand	Description
Dragon 7 - Player 0 Same Color	The banker hand wins with a three-card total of 7 points and the player hand totals 0. All cards in the banker hand must be the same color. All cards in the player hand must be the same color. ***Example**: All cards in the banker hand are red and all cards in the player hand are black.* Or all cards in both the banker and player hands are all red.

Eligibility Requirements

This gaming activity will be open to all players who are seated and playing at any of the above listed controlled games during the pre-determined specified hours designated and posted for the gaming activity.

- There is no time requirement for how long a game must be played in order to be eligible for an EZ Baccarat Progressive Jackpot payout.
- There is no limit to the number of times a player may win the EZ Baccarat Progressive Jackpot during a promotional period.
- A player must make a base game wager in order to be eligible for this jackpot.
- A minimum of two players, a player and a player-dealer, are required in order for the table to be eligible to participate in the EZ Baccarat Progressive Jackpot.
- A player can qualify for the jackpot regardless of the outcome of the base game.
- Casino employees are eligible for the EZ Baccarat Progressive Jackpot when they are off duty and out of uniform.
- Tournament games do not qualify for the EZ Baccarat Progressive Jackpot.
- Backline bettors are not eligible for this promotion.
- The player-dealer position is not eligible for the promotion.

- Third-Party Providers of Proposition Player Services (TPPPS) are not eligible for this promotion.

Prize

The progressive qualifying hand is paid 100% of the progressive jackpot amount shown on the progressive meter, which will range from $1,000 to no limit, based on the amount collected from jackpot fees. All other qualifying hands are paid a fixed amount from the reserve fund, which will be $250. Fixed prize amounts do not get deducted from the amount shown on the meter.

In the event more than one progressive qualifying hand is hit during the same round, all winning players will share, in equal amounts, the posted progressive prize amount.

- In the event there is an odd number of chips, the extra dollar will be awarded to the patron who received action on the hand first according to the game rules.

All monies collected and paid out will be tracked both electronically and on a hand written log that will be maintained by the gambling establishment, for examination by regulatory and law enforcement personnel. There is no cap to the jackpot.

A casino representative will pay all prizes. Once the proper paperwork has been filled out, the casino representative will pay the winner(s) in live casino chips. The payouts will not be made from the house dealer's tray; the live casino chips will come from the cage.

Prize Payout Structure

Players that make one of the advertised qualifying hands, as shown above, will be eligible to win their share of the posted EZ Baccarat Progressive Jackpot prize amounts, according to the payout option as shown below. Patrons will be provided with ample advance notice of the prize payout being offered for play. Furthermore, it will be displayed prominently within the Casino at all times the EZ Baccarat Progressive Jackpot is being offered for play.

Qualifying Hand	Payout
Dragon 7 - Player 0 - Suited	100% of Progressive
Dragon 7 - Player 0 - Same Color	$250

Funding

The EZ Baccarat Progressive Jackpot is a player-funded jackpot with both fixed and progressive elements, which is funded by an optional $1.00 jackpot fee. The Casino will initially seed the jackpot at a minimum of $1,000 to a maximum of $100,000. Once there are sufficient monies in the EZ Baccarat Progressive Jackpot reserve fund, the initial seed will be reimbursed to the Casino from the reserve fund and will be documented in the accounting records.
After the progressive jackpot is hit, it will be re-seeded from the reserve fund at an amount between $1,000 and $100,000. In addition, this reserve fund will payout all fixed prize amounts. In the event the reserve fund is depleted, the Casino will make up any shortfall. Once there are sufficient monies in the reserve fund, the re-seed amount, up to the amount that the Casino funded, will be reimbursed to the Casino from the reserve fund and will be documented in the accounting records. All increases and decreases to the EZ Baccarat Progressive Jackpot reserve fund will be documented in the accounting records.

Each $1.00 jackpot fee will be broken down as follows:

a. $0.15 will be immediately posted on the meter.
b. $0.85 will be tracked in a reserve fund.

Administrative Fees

The Casino will retain an administrative fee ranging in an amount between $1 and $12, taken per table per hour. The administrative fee will be taken from the reserve fund. The fee will cover the cost associated with the complicated computer system and program in addition to technicians having to service the systems.

No Purchase Necessary

The EZ Baccarat Progressive Jackpot will be offered to customers who wish to participate for free, on a general and indiscriminate basis, with **no restrictions**. The Casino will provide No Purchase Necessary tables for all patrons who request to participate in the gaming activity without paying a table fee or placing a live wager. All advertisement material will state "No Purchase Necessary" when referencing the EZ Baccarat Progressive Jackpot. This requirement extends to all forms of advertising including electronic message boards, computer monitors, posters, and flyers.

Equipment

The electronic software and digital reader related to and used in conjunction with this gaming activity has been tested, approved, and certified by the Gaming Laboratories International, LLC (GLI). If there is a malfunction or the digital reader breaks, the jackpot will not be offered.

- When a player has a progressive qualifying hand, the house dealer will press the appropriate hand button on the keypad.
- The house dealer will then contact a supervisor.
- Once a supervisor verifies the progressive win, the supervisor will press the confirm button. To complete the action, a supervisor or executive card (depending on jackpot level) swipe is required. This records the win onto the Game Manager computer and adjusts the meter appropriately for the prize won. House procedures are then followed for paying the prize. (Reviewing the monitor connected to the Game Manager will show the prize amount to be paid, and pressing the "money bag" icon will print a win page, which can be used to help record the payout for accounting).
- When the house dealer reconciles all action, they press "END GAME." This resets the system to begin the next hand.
- Once the supervisor or executive card (depending on jackpot level) is swiped the prize is logged into Game Manager.
    - If the progressive pay needs to be backed out (voided) at this point, the prize will need to be manually backed out using the Game Manager manual adjustment feature.

El Dorado Enterprises, Inc.

April 29, 2021

VIA EMAIL ONLY
(COSORIO@CITYOFGARDENA.ORG)

Clint Osorio
City Manager
City of Gardena
1700 West 162nd Street
Gardena, CA 90247-3778

Re: Modified Gaming Activity

Dear Mr. Osorio:

Hustler Casino recently submitted a request to the Bureau of Gambling Control to offer the modified gaming activity of EZ Baccarat Progressive Jackpot for play at the casino. We have received approval by the Bureau to begin offering this modified gaming activity once approved by the City of Gardena. Attached is a copy of the approval letter from the Bureau.

On behalf of Hustler Casino, I'm requesting the modified gaming activity of EZ Baccarat Progressive Jackpot be approved by the City of Gardena for play at our casino.

If you have any questions or need additional information please give me a call.

Sincerely,

Shaun Yaple
General Manager

Acknowledged and Agreed
City of Gardena

By: _____
Clint Osorio, City Manager

Date: _____

SY:dr

Enclosure

cc: K. Sharp, Esq.

1000 West Redondo Beach Blvd., Gardena, California 90247
(310) 719-9800 • Fax (310) 630-1433

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

REPORT OF ACTIONS
May 4, 2021

5.A. 2021-2029 Housing Element Update – Inventory Sites

The Planning Commission considered specific sites that staff identified as being suitable for residential development in order to determine the City's capacity to accommodate residential development and reconcile that capacity with the City's Regional Housing Needs Allocation (RHNA). The Commission gave members of the public the opportunity to participate in the analysis of the draft sites. All comments received were taken into consideration as staff continues to analyze the inventory of suitable land.

Commission Action: No action taken.

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 11.A
Section: DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES
Meeting Date: May 11, 2021

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

AGENDA TITLE: APPROVE CONTRACT FOR ANIMAL SHELTERING SERVICES WITH THE SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS LOS ANGELES (SPCALA)

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve Contract

RECOMMENDATION AND STAFF SUMMARY:

In April 2018, LA County informed all contracted cities of the potential rate increases for animal control services for the next six fiscal years. At the direction of the City Manager staff explored alternatives for field services and animal housing services. Staff identified significant savings could be seen for the City while maintaining or improving the current level of customer service by utilizing City staff to provide in house services such as low priority field services, licensing and canvassing. In June 2019 City Council approved the staff recommendation for the City to provide these services while continuing to contract with LA County for animal housing and veterinary care services.

Staff also reached out to several local agencies to explore the potential for animal housing and veterinary services including Southeast Area Animal Control Authority (SEAACA), Long Beach, and spcaLA.

Staff remained in contact with spcaLA and began negotiations in August 2020 to explore the potential of contracting animal sheltering and veterinary care services at the same time that the LA County Board of Supervisors announced a new billing rate methodology which would take effect in July 2021. The chart below summarizes services and cost for each agency:

Services	LA County	spcaLA
Animal Housing-Dog & Cat	Yes	Yes
Animal Housing-Other Animals	Yes	Yes
Disposal of Dead Animals	Yes	Yes
Community Workshop/Training	Yes	Yes
Veterinary Services	Additional Fee	Contracted Providers
Quote for FY 2021-2022	**$141,771**	**$45,720**
Per Capita Fee	**$91,563**	**--**
Total Cost	**$233,334**	**$45,720**

Estimated Savings FY 2021-2022	**--**	**$187,614**

As illustrated above, the City would save an estimated $187,614 by contracting with spcaLA for animal sheltering services for fiscal year 2021-2022. This rate will be recalculated by spcaLA each fiscal year and the cost will be determined by the number of animals serviced. Staff will budget for the anticipated cost of services in the City's budget. This proposal was also reviewed and approved by the Finance Committee at the April 29, 2021 meeting. Staff therefore recommends that the City Council approve the contract, attached hereto, between the City and spcaLA.

FINANCIAL IMPACT/COST:

General Fund: $47,000 for Fiscal Year 2021-2022 (Additional funds added for potential workshops and potential excess holding)

ATTACHMENTS:

PSA_Animal_Sheltering_Contract.pdf
20210504132245911.pdf

APPROVED:



_____
Clint Osorio, City Manager

AGREEMENT BETWEEN THE
THE CITY OF GARDENA
AND
THE LOS ANGELES SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS
(SPCALA)

This contract, hereinafter referred to as Agreement, is entered into by and between THE CITY OF GARDENA ("City") and THE LOS ANGELES SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, a California Corporation ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. Recitals.

A. City is desirous of obtaining services necessary to provide Animal Sheltering Services.

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 following ("Services"): As specified in Exhibit "A", attached hereto and incorporated herein by reference, unless otherwise instructed by City.

B. The Services shall be performed in accordance with the Project Schedule set forth in Exhibit A. Consultant shall not be liable for any failure or delay in furnishing proposed 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 Stephany Santin 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 Consultant's proposal or bid which is incorporated herein as Exhibit A. 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 as set forth in Exhibit A. City, in its sole discretion, may extend the time for performance of any Service.

7. Compensation. Compensation for the Services shall be billed as specified in Exhibit A. 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, and facsimile charges, unless otherwise noted.

8. Term of Agreement/Termination.

A. This Agreement shall be effect for one year as of the date of execution by the City and shall remain in effect until all Services are completed or until terminated as provided for herein.

B. City may terminate this Agreement without cause by providing written notice to Consultant not less than three 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. If Consultant is terminating this Agreement for cause, it must provide the City with thirty (30) days written notice.

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, 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. 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. 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.

16. Ownership of Work Product. All documents or other information created, developed, or received by Consultant 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.

17. 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 it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations.

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.

18. 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.

19. 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.

20. Indemnity.

A. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property.

B. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, employees and volunteers, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, employees and volunteers arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, employees and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

C. No official, employee, agent or volunteer of City shall be personally liable for any default or liability under this Agreement.

21. 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.

22. 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.

23. 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:
1700 West 162nd Street
Gardena, California 90247-3732
Attn: Stephany Santin
Telephone Number: (310) 217-9537
E-mail: ssantin@cityofgardena.org

SPCALA
Project Manager: Denise Jakcsy
Telephone Number: (310) 676-1149
Facsimile Number:
E-mail: DJakcsy@spcala.com

Either party may change the information to which notice, or communication is to be sent by providing advance written notice to the other party.

24. 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.

25. 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.

26. 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.

27. Entire Agreement.

A. This writing contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered

without formal amendment thereto.

B. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

28. 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.

29. 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 6250 *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 6254.7, 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.

30. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

31. 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.

32. Section Headings. The Section headings used in this Agreement are for reference purposes only and shall have no binding effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their names as of the day and year written below.

CITY OF GARDENA

By_____
Clint D. Osorio, MPA
City Manager

Date_____

ACCEPTED: The Los Angeles Society for the Prevention of Cruelty to Animals

By_____
Madeline Bernstein, President

Date_____

APPROVED AS TO FORM:

_____
CARMEN VASQUEZ, City Attorney

spcaLA
Friends for life®

ANIMAL SHELTERING SERVICES CONTRACT

This AGREEMENT is entered into on this ____ day of _____, 20____ between the_____, a general law city and municipal corporation, ("CITY") and THE LOS ANGELES SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, a California Corporation ("CONTRACTOR").

In consideration of the mutual promises, covenants and conditions hereinafter set forth, CITY and CONTRACTOR hereby agree as follows:

1. **SCOPE OF SERVICES.** CONTRACTOR will serve as the Director of Animal Sheltering for CITY in accordance with applicable law. CONTRACTOR will accept stray animals turned in by citizens of the CITY. CONTRACTOR will also accept owned animals relinquished by citizens of the CITY [upon payment of the CONTRACTOR'S fee for such service]. To fulfill this responsibility CONTRACTOR will maintain an animal shelter located at 12910 Yukon Avenue in the City of Hawthorne during the term of this Agreement. CITY agrees to ensure that all ill or injured animals receive emergency medical care as required by applicable law before depositing said animal with CONTRACTOR. CONTRACTOR agrees not to provide animals for scientific research. Upon CITY's request, the CONTRACTOR will teach up to four (4), one-hour educational classes and/or workshops for the community, at a cost of $100.00 per session. These classes will present various topics on how to be a good pet guardian; all dates, times, and topics will be determined upon mutual agreement of CITY and CONTRACTOR and will be free-of-charge to the attendees.

2. **FEES.** CITY agrees to pay CONTRACTOR a sum equal to Three-Thousand-Eight-Hundred-Ten-&-00/100 ($ 3,810.00) per month for CONTRACTOR's services and Fifty Dollars ($50.00) per day per animal held in excess of the CITY's mandated holding period at the CITY's request. For a new contract, this monthly fee is based upon initial estimates of animal intake activity provided by the City. For a renewal contract, the fee is based upon historical animal intake activity data. In either circumstance, the CITY'S animal intake activity will be reviewed periodically by the CONTRACTOR during the contract term to determine if said activity warrants a fee adjustment. Should an adjustment be deemed necessary, it will take effect in the first billing period subsequent to that determination. CONTRACTOR will invoice CITY each month. CITY agrees to pay each invoice within fourteen (14) days after receipt of an invoice.

3. **TERM.** The term of this Agreement is from 07/01/2021 to 06/30/2022.

4. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a taxpayer identification number.

5. **PERMITS AND LICENSES.** CONTRACTOR, at its sole expense, will maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

6. **PROJECT COORDINATION AND SUPERVISION.**

(a) Denise Jakcsy will be assigned as CONTRACTOR's Project Manager and will be responsible for coordination with CITY's Project Manager for the services described in Section 1.

(b) Stephany Santin will be assigned as CITY's Project Manager and will be personally in charge of and personally supervise the Project on a day-today basis on behalf of CITY and will maintain direct

spcaLA
Friends for life®

ANIMAL SHELTERING SERVICES CONTRACT

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first hereinabove written.

"CITY"

City of Gardena
(Print Name of "CITY")
A general law city and Municipal Corporation

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

"CONTRACTOR"

The Los Angeles Society for the Prevention of Cruelty to Animals

By: Randy Sheriff, MBA

Title: CFO

Date: 03/22/2021

By: _____

Title: _____

Date: _____

"ATTEST"

_____

Name: _____

Title: _____

City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 12.A
Section: DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT
Meeting Date: May 11, 2021

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

AGENDA TITLE: REVIEW OF SITES INVENTORY FOR THE 2021-2029 6TH CYCLE HOUSING ELEMENT UPDATE

COUNCIL ACTION REQUIRED:

Staff Recommendation: Review, take public testimony, discuss, give staff direction.

RECOMMENDATION AND STAFF SUMMARY:

A crucial step in the Housing Element update process is compiling and reviewing the sites inventory. The sites inventory is a list of appropriate and likely available properties that can accommodate enough residential housing to meet the City's Regional Housing Needs Allocation within eight years. Staff will present the sites and proposed densities for various areas in the City for your review, comments, questions, and recommendations.

FINANCIAL IMPACT/COST:

None.

ATTACHMENTS:

Draft Sites Inventory

APPROVED:

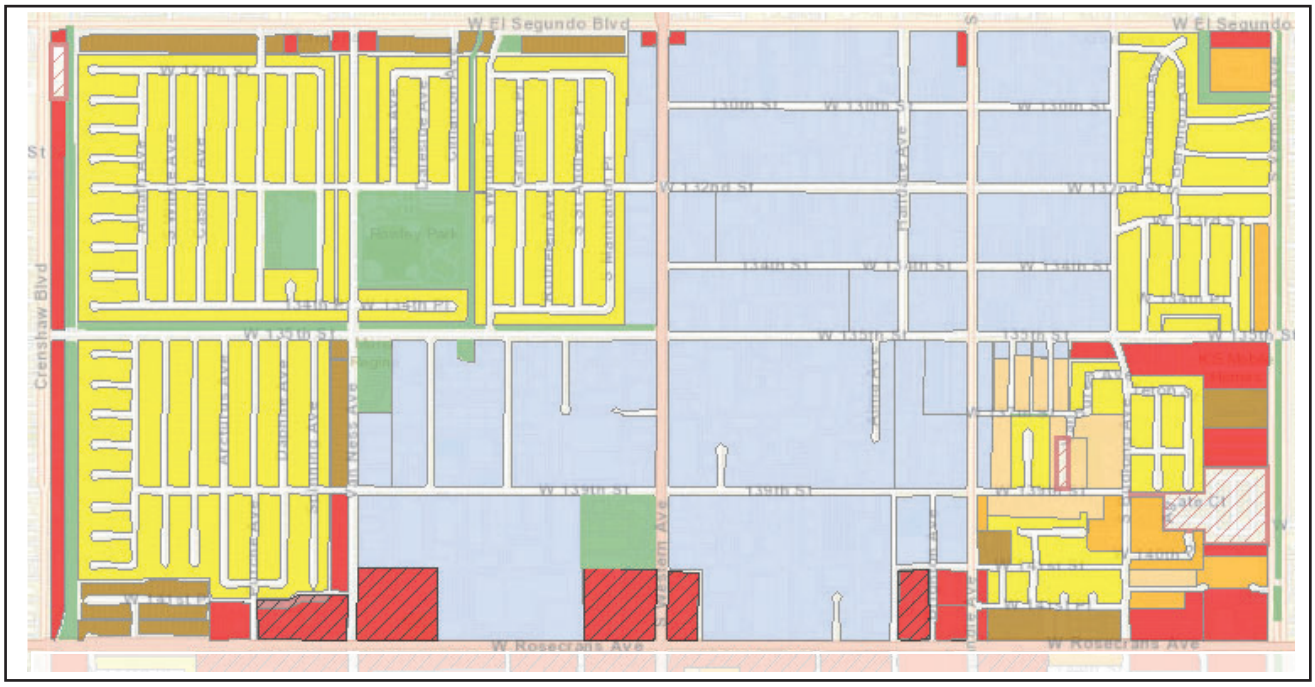


_____

Clint Osorio, City Manager

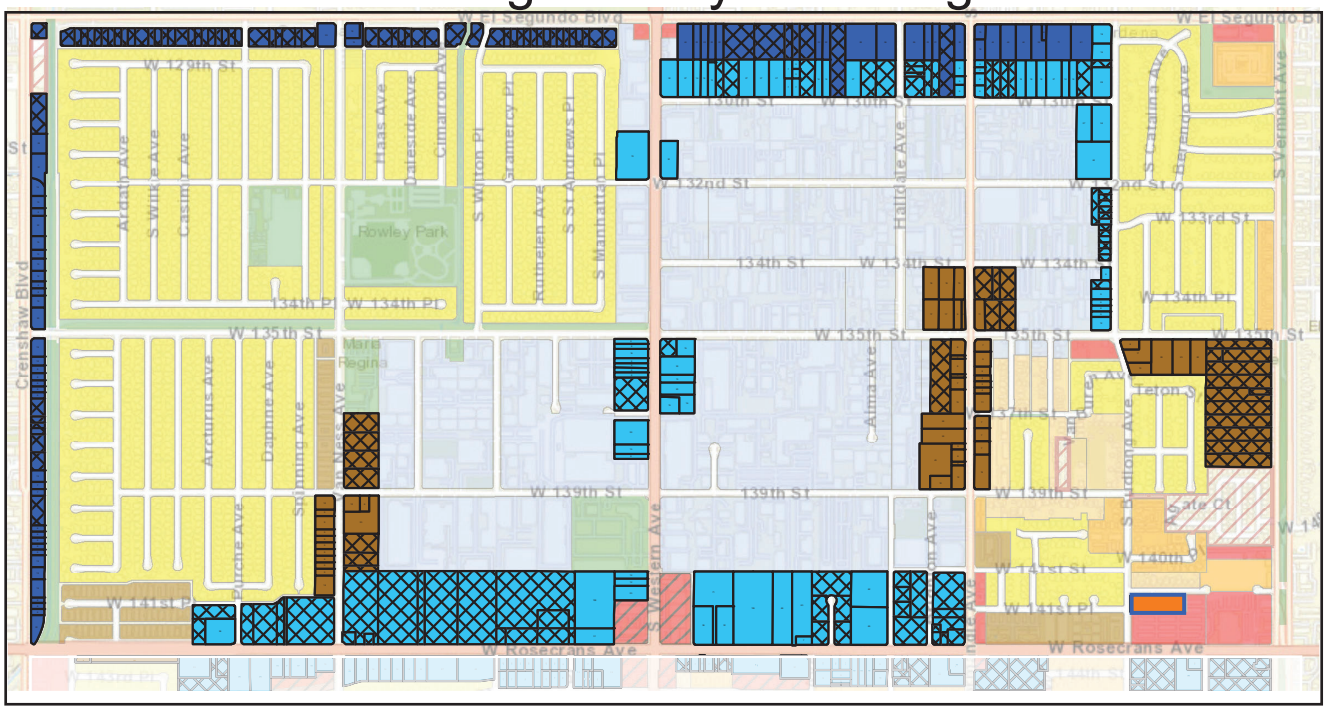
Draft Inventory Sites
El Segundo Blvd to Rosecrans Ave

Current Zoning



- Single-Family Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Specific Plan
- Industrial
- Commercial
- Mixed-Use Overlay

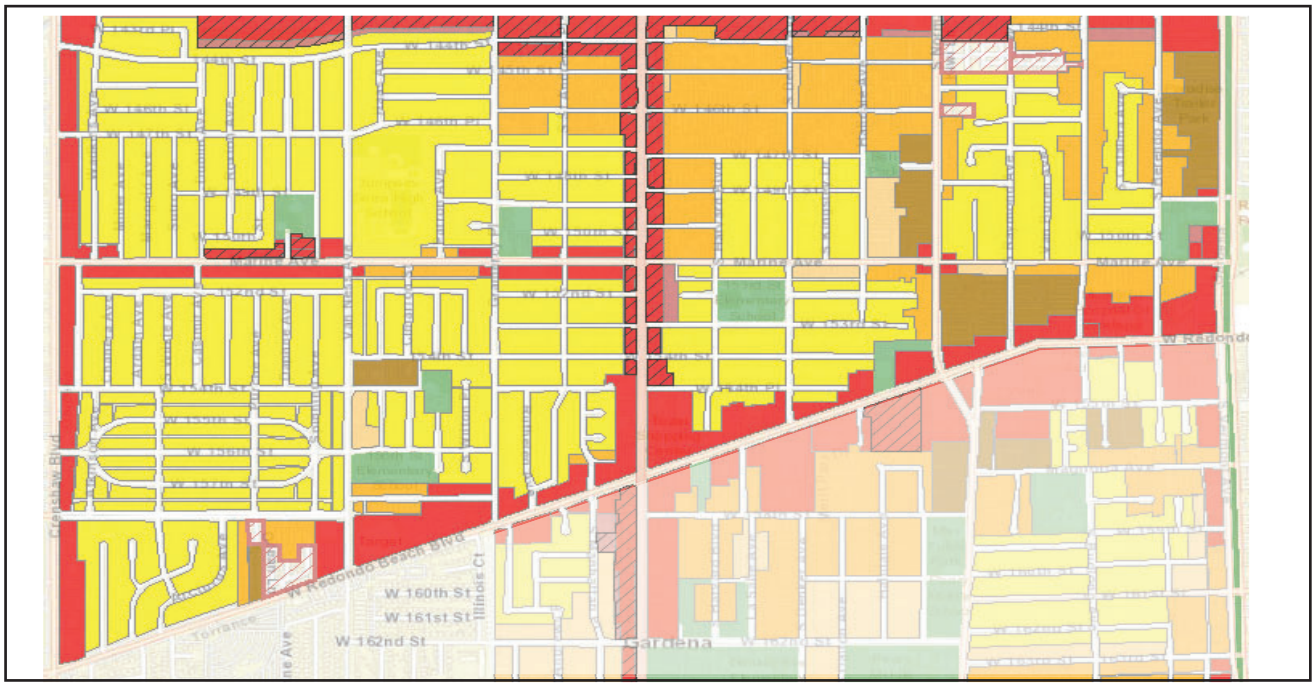
Housing Overlay/Rezoning



- R3 (0 - 17 du/acre)
- R4 (20 - 30 du/acre)
- R5 (31 - 50 du/acre)
- R6 (51 - 70 du/acre)
- Infeasible *(Not included in Inventory)*
- Religious Institution Overlay

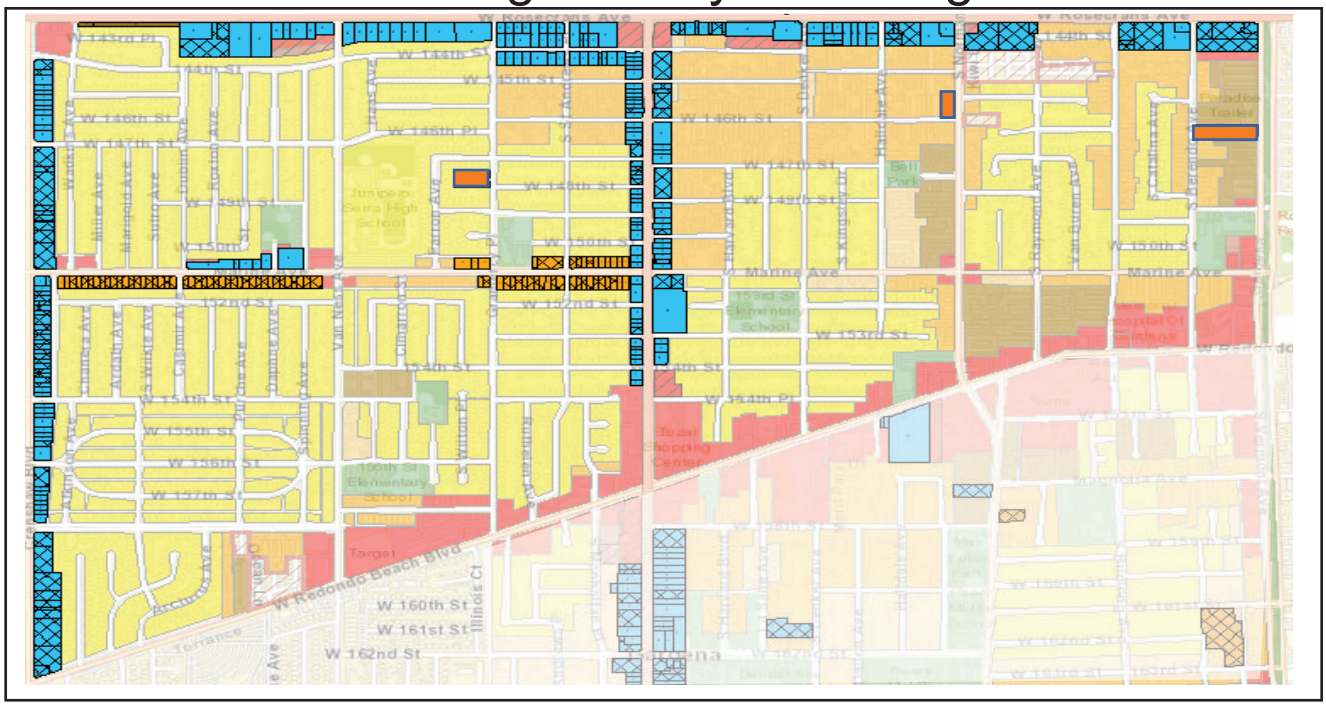
Draft Inventory Sites
Rosecrans Ave to Redondo Beach Blvd

Current Zoning



- Single-Family Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Specific Plan
- Industrial
- Commercial
- Mixed-Use Overlay

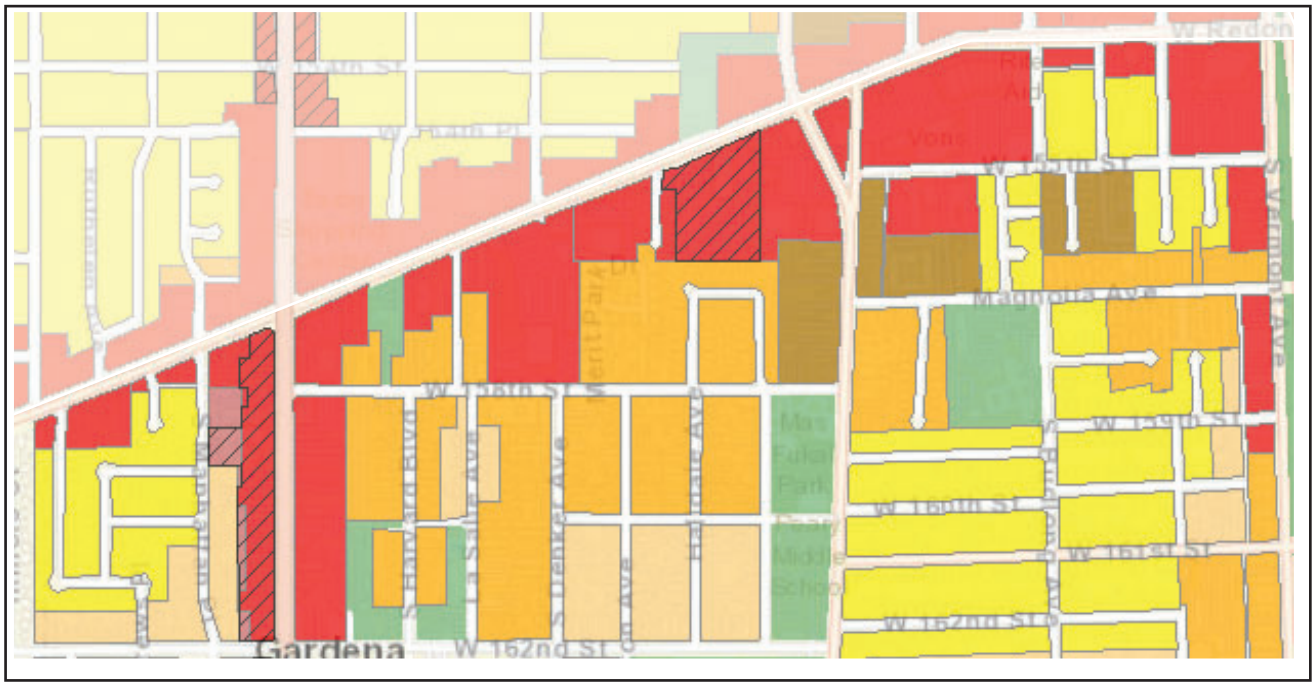
Housing Overlay/Rezoning



- R3 (0 - 17 du/acre)
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- Infeasible *(Not included in Inventory)*
- Religious Institution Overlay

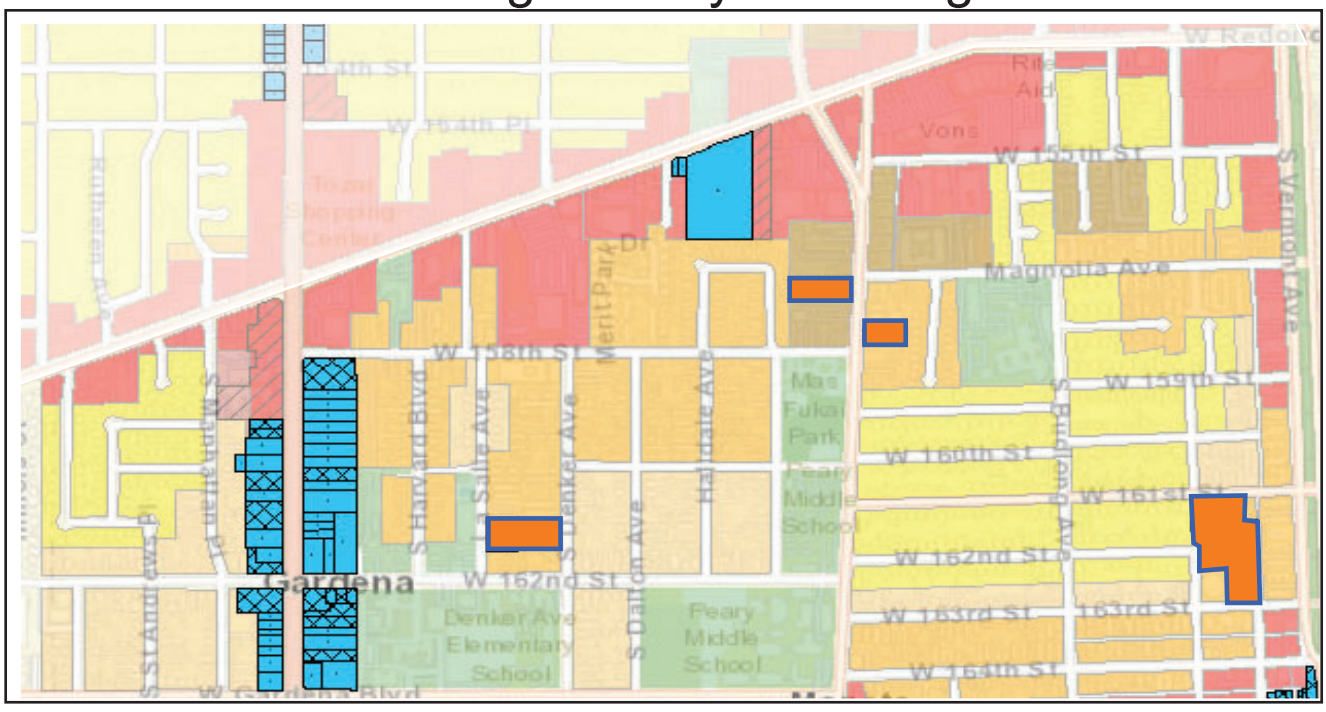
Draft Inventory Sites
Redondo Beach Blvd to Gardena Blvd

Current Zoning



- Single-Family Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Specific Plan
- Industrial
- Commercial
- Mixed-Use Overlay

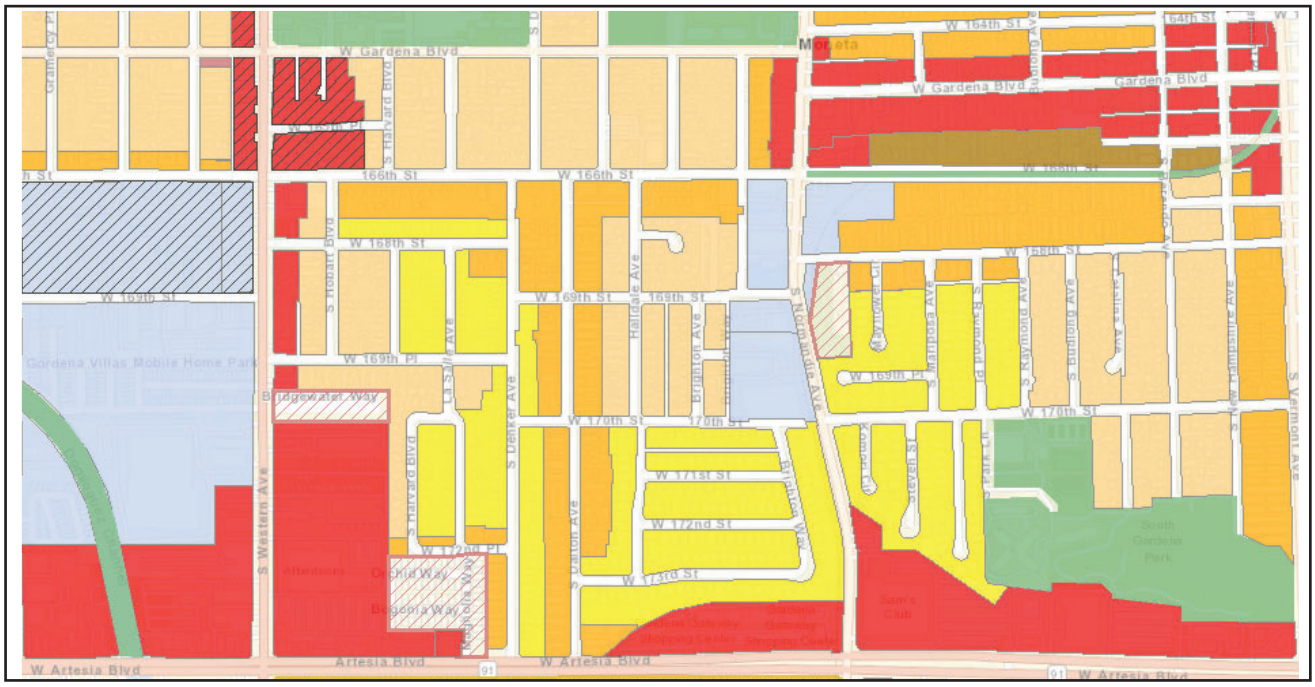
Housing Overlay/Rezoning



- R3 (0 - 17 du/acre)
- R4 (20 - 30 du/acre)
- R5 (31 - 50 du/acre)
- R6 (51 - 70 du/acre)
- Infeasible *(Not included in Inventory)*
- Religious Institution Overlay

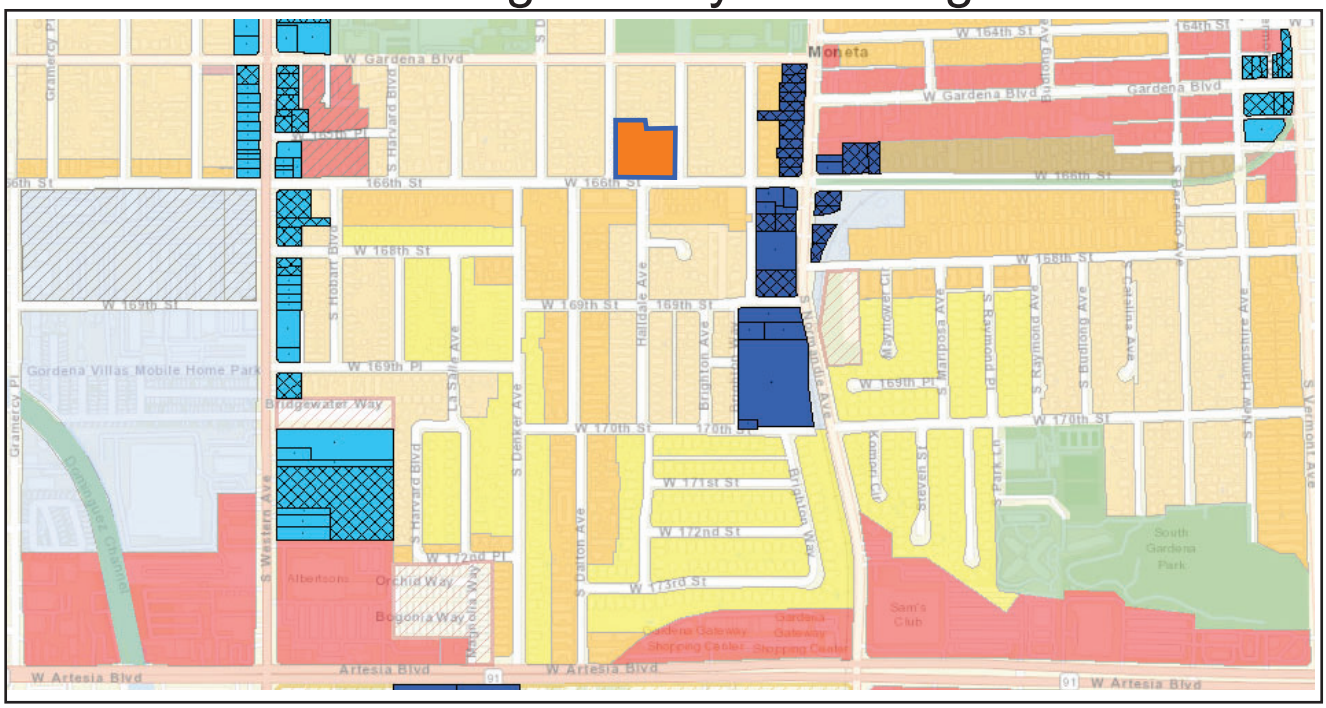
Draft Inventory Sites
Gardena Blvd to Artesia Blvd

Current Zoning



- Single-Family Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Specific Plan
- Industrial
- Commercial
- Mixed-Use Overlay

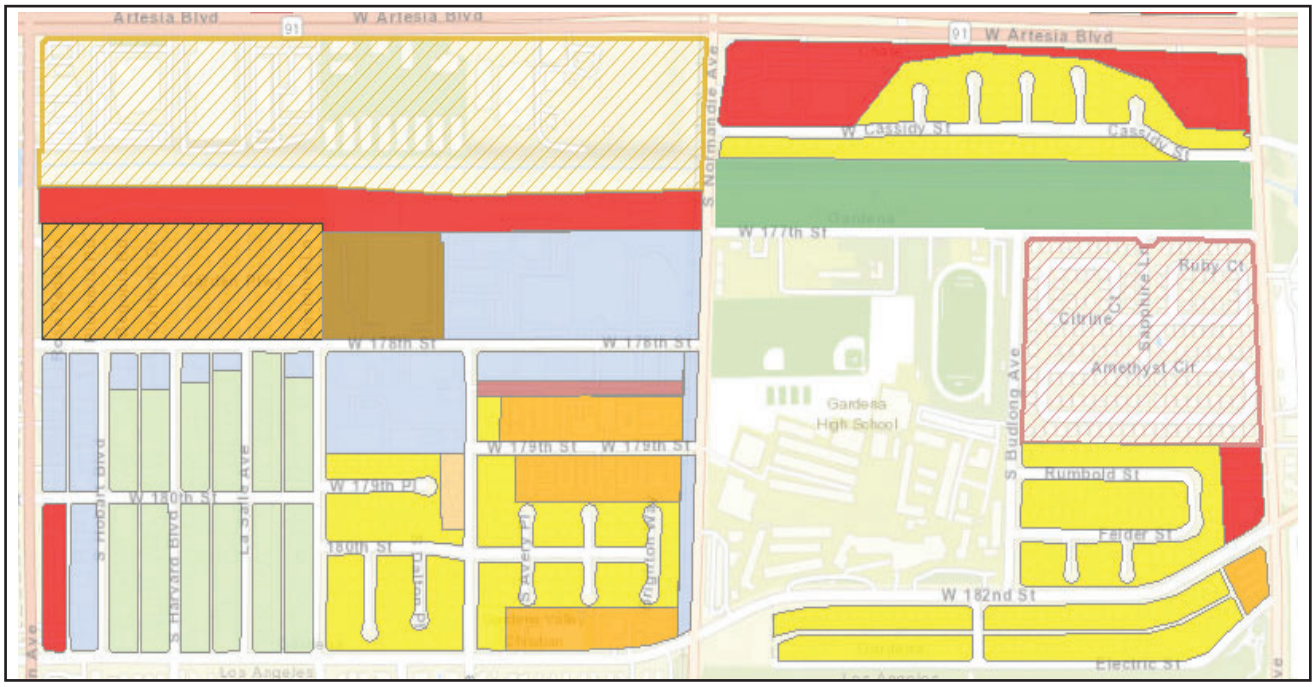
Housing Overlay/Rezoning



- R3 (0 - 17 du/acre)
- R4 (20 - 30 du/acre)
- R5 (31 - 50 du/acre)
- R6 (51 - 70 du/acre)
- Infeasible *(Not included in Inventory)*
- Religious Institution Overlay

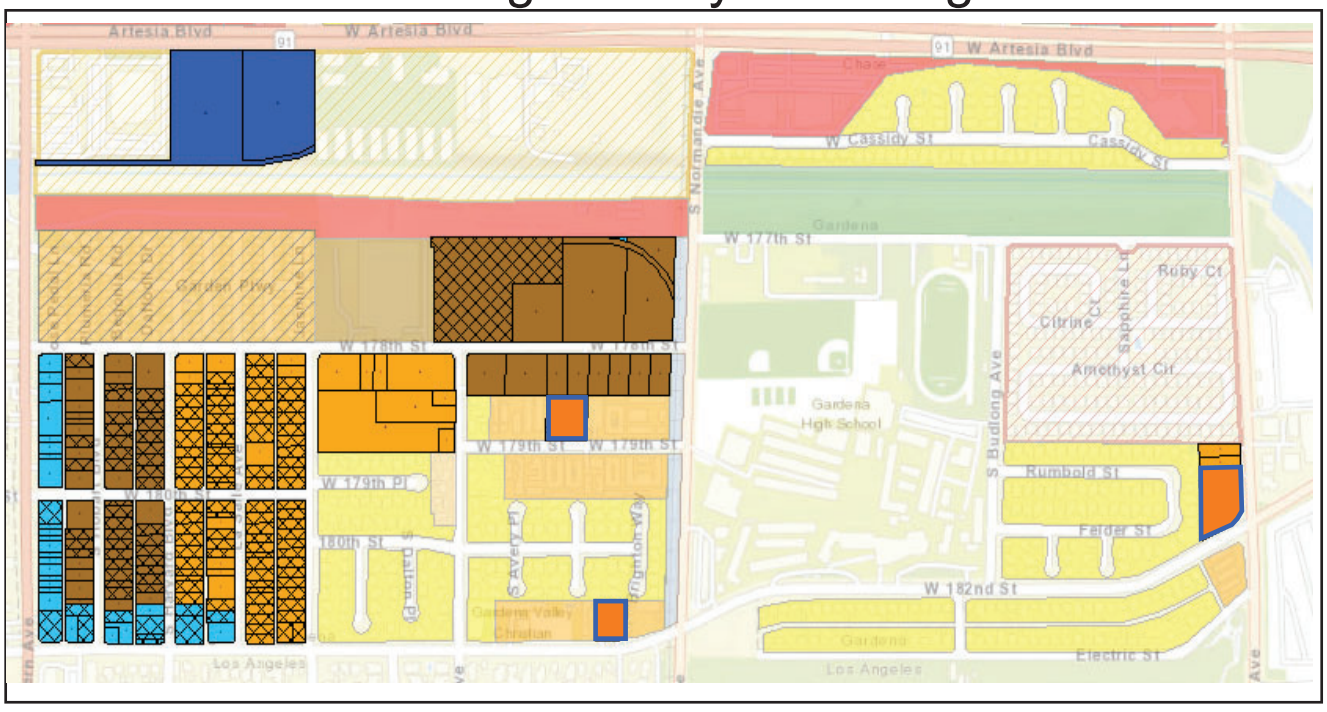
Draft Inventory Sites
South of Artesia Blvd

Current Zoning



- Single-Family Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Specific Plan
- Industrial
- Commercial
- Mixed-Use Overlay

Housing Overlay/Rezoning



- R3 (0 - 17 du/acre)
- R4 (20 - 30 du/acre)
- R5 (31 - 50 du/acre)
- R6 (51 - 70 du/acre)
- Infeasible *(Not included in Inventory)*
- Religious Institution Overlay