



SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, October 9, 2018 at 6:30 p.m.

I. Call To Order/Roll Call With Invocation & Pledge

CALL TO ORDER	Maria Belen Bernal, Mayor
INVOCATION	Pastor Anthony Kidd, Community of Faith Bible Church
PLEDGE OF ALLEGIANCE	Laura Maldonado, Family Violence Program Coordinator
ROLL CALL	Carmen Avalos, City Clerk

II. City Officials

MAYOR Maria Belen Bernal	CITY CLERK Carmen Avalos
VICE MAYOR Jorge Morales	CITY TREASURER Gregory Martinez
COUNCIL MEMBERS Denise Diaz Maria Davila Al Rios	CITY MANAGER Michael Flad
	CITY ATTORNEY Raul F. Salinas

III. Meeting Compensation Disclosure

Pursuant to Government Code Section 54952.3: Disclosure of compensation for meeting attendance by City Council Members is \$650 monthly regardless of the amount of meetings.

IV. Proclamations, Certificates, Introductions And Ceremonial Actions

1. PROCLAMATION DECLARING OCTOBER AS NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH

The City Council will issue a Proclamation declaring the month of October 2018, as National Domestic Violence Awareness Month in the City of South Gate. (PD)

Documents:

[ITEM 1 REPORT 100918.PDF](#)

2. PROCLAMATION DECLARING OCTOBER AS CRIME PREVENTION AWARENESS MONTH

The City Council will issue a Proclamation declaring the month of October 2018, as Crime Prevention Month in the City of South Gate. (PD)

Documents:

[ITEM 2 REPORT 100918.PDF](#)

3. PROCLAMATION DECLARING OCTOBER 23-31, 2018, AS NATIONAL RED RIBBON WEEK

The City Council will issue a Proclamation declaring October 23 through 31, 2018, as National Red Ribbon Week in the City of South Gate: (PD)

Documents:

[ITEM 3 REPORT 100918.PDF](#)

4. CERTIFICATES OF APPRECIATION TO SOUTHEAST HIGH SCHOOL STUDENTS FOR COMPLETING THE YOUNG SENATORS PROGRAM

The City Council will consider: (ADMIN)

- a. Allow Southeast High School students to conduct presentations of their learning experience of the 331 Senate District Young Senators Program; and
- b. Present Certificates of Appreciation to these students for their participation and completion of the Young Senators Program.

Documents:

[ITEM 4 REPORT 100918.PDF](#)

V. Public Hearings

5. COMPLIANCE REVIEW OF THE DANCE HALL PERMIT FOR THE HOUND BAR, 4626 FIRESTONE BOULEVARD AND PROPOSED NEW CONDITION OF APPROVAL NO. 24 EXTENDING THE COMPLIANCE REVIEW PERIOD FOR AN ADDITIONAL SIX MONTHS

The City Council will conduct a Public Hearing to consider: (CD)

- a. Conducting a six-month compliance review of the Dance Hall Permit for the Hound Bar, located at 4626 Firestone Boulevard; and
- b. Approving Condition of Approval No. 24 to extend the compliance review period for an additional six months to April 9, 2019.

Documents:

[ITEM 5 REPORT 100918.PDF](#)

VI. Comments From The Audience

During this time, members of the public and staff may address the City Council regarding any items within the subject matter jurisdiction of the City Council. Comments from the audience will be limited to five (5) minutes per speaker; unless authorized by the Mayor, the time limit may not be extended by utilizing another member's time. There will be no debate or action on items not listed on the agenda unless authorized by law.

Note: The City Council desires to provide all members of the public with the opportunity to address the Council. Nevertheless, obscene language, comments intended to disrupt or interfere with the progress of the meeting or slanderous comments will not be tolerated and may result in ejection and/or may constitute a violation of South Gate Municipal Code Section 1.04.110.

VII. Reports And Comments From City Officials

During this time, members of the City Council will report on matters pertaining to their service on various intergovernmental boards and commissions as a representative of the City pursuant to Assembly Bill 1234. City Council Members will also have an opportunity to comment on matters not on the agenda.

Following the City Council Members, reports and comments will be heard by the City Clerk, City Treasurer, City Manager and Department Heads.

VIII. Consent Calendar Items

Agenda Items **6, 7, 8 and 9** are consent Calendar Items. All items including Ordinances, Resolutions and Contracts, may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless

Members of the City Council, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action.

Any Motion to introduce or adopt an Ordinance on the Consent Calendar shall be: (1) a motion to waive the reading of the Ordinance and introduce the Ordinance or (2) a motion to waive the reading of the Ordinance and adopt the Ordinance, as appropriate.

6. RESOLUTION CREATING THE POSITION OF ASSISTANT CITY MANAGER/DIRECTOR OF PUBLIC WORKS; APPROVING THE JOB SPECIFICATION; AND UPDATING THE APPROPRIATE SALARY PAY TABLES

The City Council will consider adopting a **Resolution** _____ amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to create the position of Assistant City Manager/Director of Public Works, to approve the corresponding job specification and to update the appropriate salary pay tables: (ADMIN SVCS)

Documents:

[ITEM 6 REPORT 100918.PDF](#)

7. RESOLUTION UPDATING THE TITLE AND JOB SPECIFICATION FOR THE PROPERTY CONTROL CLERK POSITION TO POLICE PROPERTY SPECIALIST IN THE POLICE DEPARTMENT

The City Council will consider adopting a **Resolution** _____ amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to update the title and job specification of the Property Control Clerk position to Police Property Specialist and to update the appropriate salary pay table. (ADMIN SVCS)

Documents:

[ITEM 7 REPORT 100918.PDF](#)

8. AGREEMENT WITH HYM ENGINEERING, INC., REPLACING 410 WATER METERS TO AUTOMATIC METER READING METERS IN METER ROUTE CYCLE 2

The City Council will consider: (PW)

- a. Approving an Agreement (**Contract** _____) with HYM Engineering, Inc., to replace 410 water meters under the Automatic Meter Reading (AMR) Upgrade — Phase 2, City Project No. 573-WTR, in an amount not-to-exceed \$412,965;
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney;

c. Approving the Notice of Exemption for the AMR Upgrade Phase 2, City Project No. 573- WTR; and

d. Directing the City Clerk to file the Notice of Exemption with the Los Angeles County Recorder's Office.

Documents:

[ITEM 8 REPORT 100918.PDF](#)

9. MINUTES

The City Council will consider approving the Special and Regular Meeting minutes of September 25, 2018: (CLERK)

Documents:

[ITEM 9 REPORT 100918.PDF](#)

IX. Reports, Recommendations And Requests

10. LETTER OPPOSING THE PROPOSED HOMELESS HOUSING DEVELOPMENT AT AMERICAN LEGION SITE, 11269 GARFIELD AVENUE IN THE CITY OF DOWNEY

The City Council will consider: (CD)

a. Authorizing the Mayor to execute a letter stating the South Gate City Council's opposition to the proposed homeless housing development at the County-owned property located at 11269 Garfield Avenue in the City of Downey (American Legion Site); and

b. Directing the City Manager or his designee to send this letter of opposition to the City of Downey and Los Angeles County Supervisors Janice Hahn and Hilda L. Solis.

Documents:

[ITEM 10 REPORT 100918.PDF](#)

11. MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF LOS ANGELES FOR IMPROVEMENTS AT HOLLYDALE LIBRARY AND CONTINUED SUNDAY SERVICES AT LELAND R. WEAVER LIBRARY

The City Council will consider: (CD)

a. Approving a Memorandum of Understanding (MOU) (**Contract _____**) with the County of Los Angeles providing for a one-time, \$25,000 City contribution for building improvements at Hollydale Library and including a provision for on-going Sunday services at Leland R. Weaver Library;

b. Appropriating \$25,000 from the unassigned Urban Development Action

Grant (UDAG) fund balance to account number 262-603-41-9100 (Facility Improvements), to fund the cost of this MOU; and

c. Authorizing the Mayor to execute the MOU in a form acceptable to the City Attorney.

Documents:

[ITEM 11 REPORT 100918.PDF](#)

12. CITY COUNCIL RECOMMENDATIONS FOR THE FIFTH APPOINTMENT ON THE TWEEDY MILE ADVISORY BOARD AND SELECTION BY RANDOM DRAWING

The City Council will consider using the agreed-upon process, each City Council Member will recommend one person for appointment to the fifth seat on Tweedy Mile Advisory Board and then one of those persons will be selected through a random drawing. (ADMIN SVCS)

Documents:

[ITEM 12 REPORT 100918.PDF](#)

13. CITY COUNCIL DIRECTION ON HOW TO PROCEED WITH THE AZALEA QUEEN AND GRAND MARSHAL RECOGNITION PROGRAM

The City Council will consider: (PARKS)

a. Directing staff to solicit nominations, select the honorees and provide an appropriate recognition ceremony for the Azalea Queen and Grand Marshal as part of the annual Azalea Festival;

b. Directing staff to work with past honorees and local volunteer organizations to update the Azalea Queen and Grand Marshal recognition program to meet current community interests as approved by the Parks & Recreation Commission; and

c. Authorizing staff to cancel the Azalea Queen and Grand Marshal recognition program when a minimum of six nominations are not received by the published nomination deadline.

Documents:

[ITEM 13 REPORT 100918.PDF](#)

14. Warrant Register For October 9, 2018

The City Council will consider approving the Warrants and Cancellations for October 9, 2018. (ADMIN SVCS)

Total of Checks: \$2,028,767.22

Voids: (\$ 3,650.70)

Total Payroll Deductions: \$ 290,038.49
Grand Total: \$1,735,078.03

Cancellations: 77247, 77450, 78932, 78953, 79364

Documents:

[ITEM 14 REPORT 100918.PDF](#)

X. Adjournment

Adjournment in memory of Anita Santarina, wife of Council Member Elito M. Santarina, City of Carson.

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted October 3, 2018 at 4:05 p.m., as required by law.

Carmen Avalos,
City Clerk

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office

8650 California Avenue, South Gate, California 90280
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In compliance with the American with Disabilities Act, if you need special assistance to participate in the City Council Meetings, please contact the Office of the City Clerk.

Notification 48 hours prior to the City Council Meeting will enable the City to make reasonable arrangements to assure accessibility.

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OCT 1 2018

City of South Gate

CITY COUNCIL

Item No. 1

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

10:40am

AGENDA BILL

For the Regular Meeting of: October 9, 2018

Originating Department: Police

Department Director: *Randall Davis* City Manager: *Michael Flad*
Randall Davis *Michael Flad*

SUBJECT: PROCLAMATION DECLARING THE MONTH OF OCTOBER AS NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH

PURPOSE: To declare October as National Domestic Violence Awareness Month.

RECOMMENDED ACTION: Mayor María Belén Bernal will issue a Proclamation declaring the month of October 2018, as National Domestic Violence Awareness Month in the City of South Gate.

FISCAL IMPACT: No impact to the General Fund.

ANALYSIS: None.

BACKGROUND: In 1989, the U.S. Congress passed Public Law 101-112 designating October as National Domestic Violence Awareness Month. During the month of October, the Family Violence Prevention and Education Program will work to bring awareness and resources to the community and will also be conducting educational events and presentations throughout the community to continue to bring awareness to the prevalence of domestic violence in society.

ATTACHMENT: Proclamation

City of South Gate



From the Honorable
Mayor

PROCLAMATION

Declaring
National Domestic Violence Awareness Month
October 2018

WHEREAS, domestic violence is not a private, family dispute that affects only the people involved; it is a violent criminal act that affects us all, regardless of gender, race, income, or age, in every community in this country; and

WHEREAS, it means higher health care costs, increased absenteeism and declining productivity; and

WHEREAS, it destroys families, relationships and lives; more importantly, it tears at the moral fabric of who we are and undermines the very institution that has been the cornerstone of our country which is family; and

WHEREAS, the month of October should serve to initiate an awareness campaign for the community and employees emphasizing the circle of violence must and can be stopped, and that there is help available to make this happen; and

WHEREAS, we have a responsibility to assist all victims of domestic violence and their families trapped in this cycle of violence with no sense of where to turn;

NOW, THEREFORE, be it proclaimed on this 9th day of October 2018, that I, **María Belén Bernal, Mayor of the City of South Gate,** on behalf of the City Council and citizens, do hereby proclaim the month of October as National Domestic Violence Awareness Month, and encourage all citizens to become aware of the resources available and share this information whenever and wherever needed.

/s/

Mayor María Belén Bernal

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City of South Gate
CITY COUNCIL

Item No. 2

OCT 1 2018

AGENDA BILL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

10:40am

For the Regular Meeting of: October 9, 2018

Originating Department: Police

Department Director:  City Manager: 
Randall Davis Michael Flad

SUBJECT: PROCLAMATION DECLARING THE MONTH OF OCTOBER AS CRIME PREVENTION MONTH

PURPOSE: To declare October as Crime Prevention Month as it is designated nationwide.

RECOMMENDED ACTION: Mayor María Belén Bernal will issue a Proclamation declaring the month of October 2018, as Crime Prevention Month in the City of South Gate.

FISCAL IMPACT: No impact to the General Fund.

ANALYSIS: Crime Prevention Month reflects the strong belief that time, money and other resources spent on prevention yield tremendous benefits in reducing crime and making communities stronger, safer and better places to live, work and play. The City must build on our successes and continue to forge new partnerships to reduce crime.

BACKGROUND: The National Crime Prevention Council, the nation's focal point for stopping crime, in 1984 designated October as Crime Prevention Month. The month-long celebration recognizes successful crime prevention efforts on the local, state and national levels, while promoting awareness of important issues such as victimization, volunteerism, and creating safer, more caring communities.

As part of Crime Prevention Month, the Police Department will be hosting the 22nd Annual Family Day in the Park on October 27, 2018, from 12:00 p.m. to 5:00 p.m. to promote families as the foundation for the future and to educate residents on the various services that are available in the community.

ATTACHMENT: Proclamation

City of South Gate



From the Honorable
Mayor

PROCLAMATION

Declaring
Crime Prevention Month
October 2018

- WHEREAS,** the vitality of the City of South Gate depends on how safe we keep our homes, neighborhoods, schools, workplaces and communities; and
- WHEREAS,** crime and fear of crime destroy our trust in others and in institutions, threatening the community's health, prosperity and quality of life; and
- WHEREAS,** people of all ages must be made aware of what they can do to prevent themselves, their families, neighbors and co-workers from being harmed by drugs, violence and other crimes; and
- WHEREAS,** the personal injury, financial loss, and community deterioration resulting from crime are in tolerable and require investment from the whole community; and
- WHEREAS,** crime prevention initiatives must include self-protection and security, but they must go beyond these to promote collaborative efforts to make neighborhoods safer for all ages and to develop positive educational and recreational opportunities for young people; and
- WHEREAS,** adults must invest time, resources, and support policy for effective prevention and intervention strategies for youth, and teens must be engaged in driving crime from their communities; and
- WHEREAS,** effective crime prevention programs excel because of partnerships among law enforcement, other government agencies, civic groups, schools, faith communities, businesses and individuals as they help to nurture communal responsibility and instill pride;

NOW, THEREFORE, be it proclaimed on this 9th day of October 2018, that I, **María Belén Bernal, Mayor of the City of South Gate,** on behalf of the City Council and citizens, do hereby proclaim October 2018 as Crime Prevention Month in the City of South Gate, and urge all citizens, government agencies, public and private institutions, and businesses to invest in the power of crime prevention and work together to make South Gate a safer, stronger, more caring community.

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Mayor María Belén Bernal

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OCT 2 2018

City of South Gate
CITY COUNCIL

Item No. 3

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

9:15am

AGENDA BILL

For the Regular Meeting of: October 9, 2018
Originating Department: Police

Department Director: Randall Davis City Manager: Michael Flad

SUBJECT: PROCLAMATION DECLARING OCTOBER 23-31, 2018, AS NATIONAL RED RIBBON WEEK

PURPOSE: To declare October 23 through 31, 2018, as National Red Ribbon Week.

RECOMMENDED ACTION: Mayor María Belén Bernal will issue a Proclamation declaring October 23 through 31, 2018, as National Red Ribbon Week in the City of South Gate.

FISCAL IMPACT: No fiscal impact.

ANALYSIS: Red Ribbon Week raises awareness of drug use and the problems related to drugs facing the community and it encourages the community to adopt healthy, drug-free lifestyles while bringing together parents, schools, businesses and community organizations to look for innovative ways to keep kids and communities drug free. The Red Ribbon symbolizes a continuing commitment to reducing the demand for illicit drugs in communities.

BACKGROUND: In 1985, drug traffickers in Mexico City murdered Drug Enforcement Administration Agent Kiki Camarena and since then, the Red Ribbon Campaign tradition continues by displaying red ribbons as a symbol of intolerance towards the use of drugs.

Schools, businesses, government agencies, parents, law enforcement, media, medical facilities, religious institutions, senior citizens, service organizations and youth demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying red ribbons during this week-long campaign.

The South Gate Police Department believes that drug prevention education efforts will heighten awareness of the problem and hopefully one day eliminate the demand for illicit drugs.

The City Council encourages everyone to wear red ribbons during Red Ribbon Week.

ATTACHMENT: Proclamation

City of South Gate



From the Honorable
Mayor

PROCLAMATION

Declaring
National Red Ribbon Week
October 23 - 31, 2018

- WHEREAS,** alcohol and other drug abuse in this nation has reached epidemic stages; and
- WHEREAS,** it is imperative that visible, unified prevention education efforts by community members be launched to eliminate the demand for drugs; and
- WHEREAS,** the National Family Partnership is sponsoring the National Red Ribbon Campaign offering citizens the opportunity to demonstrate their commitment to drug-free lifestyles...no use of illegal drugs and no illegal use of legal drugs; and
- WHEREAS,** the National Red Ribbon Campaign will be celebrated in every community in America during Red Ribbon Week, October 23 through 31, 2018; and
- WHEREAS,** businesses, government, parents, law enforcement, media, medical and religious institutions, schools, senior citizens, service organizations and youth will demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying red ribbons during this week long campaign; and
- WHEREAS,** adults must invest time, resources and support policy for effective prevention and intervention strategies for youth, and teens must be engaged in driving crime from their communities; and
- WHEREAS,** the South Gate community further commits its resources to ensure the success of the Red Ribbon Campaign;

NOW, THEREFORE, be it proclaimed on this 9th day of October 2018, that I, **María Belén Bernal, Mayor of the City of South Gate,** on behalf of the City Council and citizens, do hereby proclaim October 23 through 31, 2018, as National Red Ribbon Week in the City of South Gate, and encourage all citizens to participate in drug prevention education activities, making a visible statement that we are strongly committed to a drug-free community.

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Mayor María Belén Bernal

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City of South Gate

Item No. 4

OCT 1 2018

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

8:10am

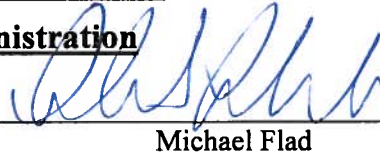
For the Regular Meeting of: October 9, 2018

Originating Department: Administration

City Manager:


Michael Flad

City Manager:


Michael Flad

SUBJECT: 33rd SENATE DISTRICT YOUNG SENATORS PROGRAM PRESENTATIONS

PURPOSE: To recognize students from Southeast High School for their participation in the 33rd Senate District Young Senators Program.

RECOMMENDED ACTIONS: Mayor María Belén Bernal will:

- a. Allow Southeast High School students to conduct presentations of their learning experience of the 33rd Senate District Young Senators Program; and
- b. Present Certificates of Appreciation to these students for their participation and completion of the Young Senators Program.

FISCAL IMPACT: No impact to the General Fund.

ANALYSIS: None.

BACKGROUND: Senator Ricardo Lara’s Young Senators Program (Program) was implemented six years ago to provide high school students with unique opportunities that yield insights about potential career and educational paths. The Program is focused on exploring the industries, professions, and social innovations that are critical to our state’s economy, cultivating a unique educational-based experience, and fostering the next generation of California leaders.

This year, a total of 20 high school sophomores and juniors participated within the 33rd Senate District. The Program included trips to the Port of Long Beach; University of California, Los Angeles; TreePeople’s Head Quarters in Beverly Hills; the State Capitol in Sacramento; Tesla in Silicon Valley; and NANA’s Jet Propulsion Laboratory.

The Program requires the participants to conduct a short presentation to the City Council of their learning experience. The following students from Southeast High School will make a brief presentation:

Jocelyn Solano	Nisa Jones	Gerardo Rochin
Alan Ulloa	Fernando Barraza	Brisa Rico
Erik Barajas	Nicole Funes	Kimberly Castro

ATTACHMENT: None.

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Item No. 5

OCT 2 2018

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

6:50pm

AGENDA BILL

For the Regular Meeting of: October 9, 2018

Originating Department: Community Development

Department Director: Joe Perez
Joe Perez

City Manager: Michael Flad
Michael Flad

SUBJECT: COMPLIANCE REVIEW OF DANCE HALL PUBLIC – BUSINESS OWNED PERMIT FOR THE HOUND BAR LOCATED AT 4626 FIRESTONE BOULEVARD

PURPOSE: To conduct a six-month review of the Dance Hall Permit for the Hound Bar, and consider amending the Permit’s Conditions of Approval to extend the compliance review period for an additional six months.

RECOMMENDED ACTIONS: Following the conclusion of a Public Hearing:

- a. Conduct a six-month compliance review of the Dance Hall Permit for the Hound Bar, located at 4626 Firestone Boulevard; and
- b. Approve Condition of Approval No. 24 to extend the compliance review period for an additional six months to April 9, 2019.

NOTICING PROCEDURES: A public hearing notice was duly published in the *Los Angeles WAVE*, a newspaper of general circulation, on September 27, 2018. Notices were mailed to owners of properties and all addresses located within 600 feet of the business.

FISCAL IMPACT: No fiscal impact.

ANALYSIS: The Dance Hall Permit for the Hound Bar requires that a compliance review be conducted by the City Council within six-months of the applicant receiving a certificate of occupancy. The applicant received their certificate of occupancy on March 23, 2018, and this compliance evaluation is on this agenda for City Council review.

The compliance report consists of a review of the Conditions of Approval for the Dance Hall Permit for the Hound Bar; an inspection of the Hound Bar at 4626 Firestone Boulevard; a review by the Code Enforcement and Building & Safety Divisions for any possible code violations; a review by the South Gate Police Department of the calls for service history for the six months; and a check with the State Department of Alcoholic Beverage Control (ABC) on any possible operational issues.

Building and Site Improvements

The site inspection confirmed that all required site and property improvements were completed. These include security cameras covering the parking lot and perimeter of business, and restriping of parking lot.

Operations

The site inspection confirmed that two security personal guards are on duty during business hours. The business owner also was notified that their "Karaoke Wednesday" events from 8 pm to 1:30 am were not allowed without a live entertainment permit. The business owner informed staff that she will discontinue the karaoke and has decided not to pursue a permit for karaoke at this time. In addition, after being informed that their use of a caterer in the rear parking lot for "Taco Tuesdays" from 9 pm to 1 am were not permitted, the business owner agreed to cease this activity.

Department of Alcoholic Beverage Control

The State Department of Alcoholic and Beverage Control reported that there are no operational violations related to the sale of beer and wine.

Code Enforcement

The Code Enforcement Division does not have any open case on the property and there are no outstanding code violations.

Building & Safety Division

An air conditioning unit was installed without permits and a bar counter was modified without an ADA compliant area for customers. The business owner was informed that permits need to be obtained for these items. As of yet, permits have not been obtained by the business owner.

Police Department

The Police Department reviewed the calls for service history for the past six months and has provided the following record of incidents related to illegal activity in and around the business:

1. 09/08/18 (2:11 AM) Complaint of subjects being loud and drinking in the parking lot. Officers on duty notified disturbing parties.
2. 08/25/18 (1:49 AM) Patron was punched by another subject. Officer assault report filed, still under investigation.
3. 08/08/18 (10:09 PM) Loud music from bar, back door open. Officer advised business owners to close back door.
4. 07/23/18 (2:44 AM) Subjects breaking bottles and being loud in the parking lot. Disturbing party left prior to officers arriving.
5. 07/14/18 (12:23 AM) Subject in front of business challenging people to a fight. Disturbing party left prior to officers arriving.
6. 07/11/18 (10:13 PM) Complaint of loud karaoke. Officer advised business owner to lower music volume.
7. 06/27/18 (9:30 PM) Loud music from bar, back door open. Officer advised manager to close back door and lower music volume.
8. 06/21/18 (2:28 AM) Four subjects in the rear parking lot playing loud music. Officer

advised subjects to lower music.

9. 05/21/18 (11:19 PM) Complaint of two subjects claiming to have a gun and public intoxication. Officer arrested two individuals.

In addition to the calls for service noted above, the South Gate Police Department participated in random compliance checks at the Hound Bar. The compliance checks are routine in nature and are designed to insure that businesses approved for onsite and offsite alcohol sales are adhering to the conditions of approval set forth in the business permit. During the compliance checks at the Hound Bar there were minor violations noted on at least three occasions where the front door to the business was left open during business operations; one of the conditions of approval is that all entrance and exit doors are to be closed during business hours. On one other occasion, a food vendor was allowed to conduct business in the rear parking lot; this encouraged patrons to gather in the rear parking lot and is a violation of a condition of approval. The owner of the business was notified regarding these violations.

Proposed Amendment to Conditions of Approval

Due to the Hound Bar's operational issues identified above by the Police Department and other City staff, it is recommended that the City Council approve Condition of Approval No. 24, amendment to the Hound Bar's Dance Hall permit to extend the compliance review period by six months, after which a report will be presented to the City Council.

New proposed Condition of Approval No. 24 reads as follows:

24. The compliance review period, as stated in Condition No. 23 above, shall be extended for an additional six (6) months. The review of this permit shall be conducted by the City Council at a public meeting within six (6) months of the initial compliance review, which was conducted by the City Council at its regularly scheduled meeting on October 9, 2018. The purpose of the extended six (6) month review is to verify compliance with all conditions of approval and applicable sections of the South Gate Municipal Code. At the time of the extended six (6) month review, the City Council may consider, among other actions, modifying the conditions of approval. Pursuant to Sections 2.10.280 et seq of the South Gate Municipal Code, this permit may be conditioned, modified, suspended or revoked for cause by the City Council during a Public Hearing.

BACKGROUND: At its regularly scheduled City Council meeting of January 23, 2018, the City Council approved a Dance Hall Permit for the Hound Bar at 4626 Firestone Boulevard with 23 Conditions of Approval. Condition of Approval No. 23 requires that, within six-months of the applicant receiving their certificate of occupancy, a review be conducted by the City Council to verify compliance with all Conditions of Approval and applicable sections of the City's Municipal Code. Condition of Approval No. 23 also states that, at the time of the six-month review, the City Council may consider, among other actions, modifying the Conditions of Approval.

- ATTACHMENTS:**
- A. Revised Conditions of Approval
 - B. Agenda Bill dated January 23, 2018
 - C. Public Hearing Notice

**DANCE HALL PUBLIC – BUSINESS OWNED PERMIT
CONDITIONS OF APPROVAL (REVISED AS OF 10-9-18)
The Hound Bar - 4626 Firestone Boulevard**

1. The permitted hours of operation for dancing (“Dance Hall Public”) on the premises are as follows:
 - a. Monday – Sunday: 4 p.m. to 2 a.m.
2. The business owner/applicant shall maintain all entrance and exit doors at the business closed during the hours of operation.
3. The door located on the south portion of the building, adjacent to the parking lot, shall only be used for emergency exiting.
4. The applicant shall provide a minimum of two (2) on-site security guards during business operations up to and including closing time (i.e. 2am).
5. The business owner/applicant shall ensure that that customer not gather in the rear parking lot of the business.
6. Security cameras shall be installed covering the parking lot and perimeter of business. The number and placement of cameras shall be subject to the approval of the South Gate Police Department.
7. All promotions of the business shall be conducted under the direct control of the business owner. There shall be no outside promotions of the dance hall at any time.
8. The premises shall be maintained at all times in a neat and orderly manner.
9. All alcoholic beverages sales, offerings, and consumption shall be conducted completely within an enclosed building on premises.
10. Building and site design and maintenance shall be consistent with the standards of the immediate neighborhood so as not to cause blight or deterioration, or to substantially diminish or impair property values within the neighborhood.
11. The permit shall, after notice to the permittee and an opportunity to be heard, be subject to additional conditions to maintain or remedy land use compatibility, security, or crime control issues that have arisen since the issuance of the permit.
12. Noise generated from the business shall comply with the South Gate Municipal Code Section 11.34.080. In any case, noise shall not exceed 50dBA, measured at the property line. If noise-related problems are received and verified by the City, the owner/applicant is required to conduct a noise study by a licensed acoustical engineer to show that the site complies with the City’s Noise standards. If the business exceeds the City’s noise standards, the owner/applicant shall mitigate noise related problems to the satisfaction of the City.

13. The parking lot shall be equipped with lighting of sufficient power to illuminate and make easily discernable the appearance and conduct of all persons on or about the parking lot. However, parking lot lighting shall be shielded, directed, and/or positioned as to not illuminate adjoining properties or right-of-ways.
14. Signs shall be posted at all entrances of the premises and business identifying a zero-tolerance policy for nuisance behavior at the premises (including parking lot).
15. A copy of the Business Licenses shall be prominently posted on the premises at all times. The applicant shall make available said copies upon request by any Police Officer, Code Enforcement Officer or any other City staff responsible for the enforcement of the City's laws, regulations or ordinances.
16. The owner/applicant and licensee shall remove or paint over any graffiti painted or marked upon the premises or an adjacent area (including parking lot) under control of the licensee, within twenty-four (24) hours.
17. Within thirty (30) days of approval of the Project, the Applicant and Property Owner shall certify his/her acceptance of the conditions placed on the approval by signing a notarized "Affidavit of Acceptance" stating that he/she accepts and shall be bound by all of the conditions.
18. The Applicant shall defend, hold harmless and indemnify the City and its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul any approval by the City concerning the dance hall permit. The City shall promptly notify the Applicant of any filed claim, action or proceeding and shall cooperate fully in the defense of the action.
19. Applicant shall agree to maintain the property and all related on-site improvements and landscaping thereon, including without limitation, buildings, parking areas, lighting, signs, and walls in a first class condition and repair, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all Federal, State, County and local bodies and agencies having jurisdiction, at applicants sole cost and expense. Such maintenance and repair shall include, but not be limited to the following: (i) sweeping and the removal of trash and debris as soon as possible but at least within 24 hours; (ii) the care of all shrubbery, plantings and other landscaping in healthy condition and replacement of diseased or dead plant material with new material at an age similar to the material being replaced; (iii) maintenance of all irrigation systems in properly operating condition; (iv) the removal of graffiti within 24 hours; and (v) the repair, replacement and restriping of asphalt or concrete paving using the same type of material originally installed, the end result being that such paving shall at all times be kept in a level and smooth condition.
20. The permittee shall comply with all state statutes, rules and regulations relating to the sale, purchase, display, possession and consumption of alcoholic beverages.
21. The permittee shall comply with the operating requirements for a dance hall pursuant to Section 2.10.510 (D) of the South Gate Municipal Code.

22. Per Section 2.10.270 of the South Gate Municipal Code, this permit may be conditioned, modified, suspended or revoked for cause by the City Council pursuant to Sections 2.10.280 et seq. of the South Gate Municipal Code.
23. A review of this permit shall be conducted by the City Council at a public meeting within six (6) months of the applicant receiving a certificate of occupancy. The purpose of the six (6) month review is to verify compliance with all conditions of approval and applicable sections of the South Gate Municipal Code. At the time of the six (6) month review, the City Council may consider, among other actions, modifying the conditions of approval. Pursuant to Sections 2.10.280 et seq of the South Gate Municipal Code, this permit may be conditioned, modified, suspended or revoked for cause by the City Council at a Public Hearing.
24. The compliance review period, as stated in Condition No. 23 above, shall be extended for an additional six (6) months. The review of this permit shall be conducted by the City Council at a public meeting within six (6) months of the initial compliance review, which was conducted by the City Council at its regularly scheduled meeting on October 9, 2018. The purpose of the extended six (6) month review is to verify compliance with all conditions of approval and applicable sections of the South Gate Municipal Code. At the time of the extended six (6) month review, the City Council may consider, among other actions, modifying the conditions of approval. Pursuant to Sections 2.10.280 et seq of the South Gate Municipal Code, this permit may be conditioned, modified, suspended or revoked for cause by the City Council at a Public Hearing.

RECEIVED

City of South Gate

Item No. 1

JAN 17 2018

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

4:10pm

For the Regular meeting of January 23, 2018

Originating Department: Community Development

Department Head:

Joe Perez
Joe Perez

City Manager:

Michael Flad
Michael Flad

SUBJECT: LIVE ENTERTAINMENT PERMIT AND DANCE HALL PUBLIC – BUSINESS OWNED PERMIT FOR THE HOUND BAR LOCATED AT 4626 FIRESTONE BOULEVARD

PURPOSE: To consider a Live Entertainment Permit and Dance Hall Public – Business Owned Permit requested by The Hound Bar located at 4626 Firestone Boulevard. Sections 2.10.540 and 2.10.510 of the South Gate Municipal Code require that all live entertainment permits be approved by the City Council.

RECOMMENDED ACTION: Following the conclusion of a continued Public Hearing, approve the permits for The Hound Bar to have live entertainment and dancing at 4626 Firestone Boulevard subject to the conditions set forth in the permits and any limitations and/or conditions the City Council may wish to impose.

NOTICING PROCEDURES: A public hearing notice was duly published in *The Press-Telegram*, a newspaper of general circulation, on January 12, 2018. Notices were mailed to owners of properties and all addresses located within 500 feet of the business, as well as to those residents who spoke during the public hearing on this item at the January 9, 2018 City Council meeting.

g/1/18

FISCAL IMPACT: \$70 for the Live Entertainment Permit and \$200 for the Dance Hall Public – Business Owned Permit will be collected annually upon renewal of the business license.

ANALYSIS: On January 9, 2018, the City Council opened and continued the public hearing on this item in order to conduct a site visit of the applicant’s current business called “Novacane” bar located in Huntington Park and to review calls for police service and parking availability for similar South Gate businesses.

The owner of the Hound Bar, Lynn Lupe Martinez, submitted a request for a permit for live entertainment consisting of bands and disk jockeys (DJs), and a permit for Dance Hall Public – Business Owned to allow dancing. The bar will also have two pool tables. The property has a lot size of approximately 7,000 square feet and contains a 2,018 square foot building. The property has operated as a bar for several years and was last occupied by Los Encinos Club from 1999 to 2017. Parking is provided at the rear of the site with a total of 12 parking stalls. Ms. Martinez purchased the business in 2017 and has been making various interior improvements in the existing building.

The bar will operate Monday through Sunday from 4:00 p.m. to 2:00 a.m. and is expected to have a total of approximately 10 employees (five employees will be on-site at any given time).

The property is on a major commercial corridor (Firestone Boulevard) and is next to commercial uses to the east and north (Azalea Shopping Center). An automotive repair business is located to the west and residential uses are located directly to the south.

As previously mentioned, Ms. Martinez also owns a bar called “Novacane” in the City of Huntington Park. The South Gate Police Department has contacted the California Department of Alcoholic Beverage Control (ABC) and the Huntington Park Police Department and confirmed that there are no compliance or public safety issues with the Huntington Park business. Food is provided at Novacane, however, there is no live entertainment, nor is there a permit for live entertainment. Site visits by Councilmembers were scheduled to take place the week of January 15th.

Calls for Police Service and Parking – Comparable Businesses

Per the City Council’s direction, attached is a table listing South Gate businesses that are similar in operation (i.e. bars) and size to the proposed Hound Bar. Businesses that function primarily as restaurants and serve alcohol as a part of their operation (e.g. Friday’s, Estrellita Del Mar, etc.) were not included in the list. The Los Encinos Club, which as operated on the site until 2017, is included in the table. The table provides the number of parking spaces serving each establishment along with police calls for police service for 2016 and 2017.

Conditions of Approval

The Community Development and Police Departments reviewed the permit application for live entertainment and dancing, and provided conditions of approval to prevent negative impacts to surrounding properties, with particular attention paid to the residential neighborhood located adjacent to the business. The factors of greatest concern included hours of operation and noise abatement.

Provided below are some of the key conditions of approval:

- Live entertainment (bands and DJs) is permitted on Friday, Saturday and Sunday from 4:00 p.m. to 10:00 p.m.
- Live entertainment must be performed exclusively indoors
- All music performed by bands must be non-amplified (acoustic).
- Bands are limited to no more than five members
- All doors must remain closed during business hours
- The business owner must ensure that customers not gather in the rear parking lot
- Adequate lighting and security cameras must be installed at the rear parking lot
- Noise generated from the business shall comply with the noise limits established in the City’s Municipal Code
- Dancing is permitted Monday through Sunday from 4:00 p.m. to 2:00 a.m.

During the January 9, 2018 public hearing, the issues of security and rear door access were discussed. As a result, the following requirements have been agreed to by the applicant and added to the attached list of conditions of Approval.

- Condition No. 5 - The door located on the south portion of the building, adjacent to the parking lot, shall only be used for emergency exiting during the operation of live entertainment.
- Condition No. 6 - The applicant shall provide a minimum of two (2) on-site security guards during the operation of live entertainment.

Days and Hours of Live Entertainment

As mentioned previously, the conditions of approval limit all live entertainment to occur on Friday, Saturday and Sunday from 4:00 p.m. to 10:00 p.m. This requirement was generally based on conditions for a live entertainment permit recently approved by the City Council for Estrellita Del Mar Restaurant. Considering that the Estrellita Del Mar Restaurant was adjacent to residential uses, the City Council limited non-amplified acoustic trio bands to Friday, Saturday and Sunday from 5 p.m. to 10 pm. It should be noted that the applicant is requesting that the days and hours for live entertainment be as follows:

- DJs – Monday through Sunday from 4:00 p.m. to 2:00 a.m.
- Bands – Thursday, Friday and Saturday from 4:00 p.m. to 2:00 a.m.

BACKGROUND: The City’s Municipal Code requires a live entertainment permit for the requested uses, including dancing. The previous business, Los Encinos Club, operated with a City-approved permit that covered “entertainment” and “dance hall and dances.” The permit required that Los Encinos Club not expand in size or use; not require a cover charge or drink minimum; and not install a stage. The Los Encinos Club listed on their business license application that they would conduct live music, private dance, band music and mariachis.

Since the permit obtained by the Los Encinos Club is not transferable, the owner of The Hound Bar is requesting City permits to allow live entertainment and dancing at the location.

ATTACHMENTS: A. Conditions of Approval
B. Public Hearing Notice
C. Summary of Calls for Service

**LIVE ENTERTAINMENT PERMIT AND
DANCE HALL PUBLIC – BUSINESS OWNED PERMIT
CONDITIONS OF APPROVAL
The Hound Bar - 4626 Firestone Boulevard**

1. The permitted hours of operation for dancing (“Dance Hall Public”) on the premises are as follows:
 - a. Monday – Sunday: 4 p.m. to 2 a.m.
2. The permitted hours of operation for live entertainment (non-amplified acoustic bands and DJs) are as follows:
 - a. Thursday: 4 p.m. to 10 p.m.
 - b. Friday: 4 p.m. to 10 p.m.
 - c. Saturday: 4 p.m. to 10 p.m.
3. Live entertainment is subject to approval by the City Council. Live entertainment shall be limited to non-amplified (acoustic) musical bands and disk jockeys (DJs). Musical bands shall be limited to no more than five members. All live entertainment shall be conducted exclusively inside the fully enclosed building on the subject property.
4. The business owner/applicant shall maintain all entrance and exit doors at the business closed during the hours of operation.
5. The door located on the south portion of the building, adjacent to the parking lot, shall only be used for emergency exiting during the operation of live entertainment.
6. The applicant shall provide a minimum of two (2) on-site security guards during the operation of live entertainment.
7. The business owner/applicant shall ensure that that customers not gather in the rear parking lot of the business.
8. Security cameras shall be installed covering the parking lot and perimeter of business. The number and placement of cameras shall be subject to the approval of the South Gate Police Department.
9. All promotions of the business shall be conducted under the direct control of the business owner. There shall be no outside promotions of live entertainment at any time.
10. The premises shall be maintained at all times in a neat and orderly manner.
11. All alcoholic beverages sales, offerings, and consumption shall be conducted completely within an enclosed building on premises.
12. Building and site design and maintenance shall be consistent with the standards of the immediate neighborhood so as not to cause blight or deterioration, or to substantially diminish or impair

property values within the neighborhood.

13. The permit shall, after notice to the permittee and an opportunity to be heard, be subject to additional conditions to maintain or remedy land use compatibility, security, or crime control issues that have arisen since the issuance of the permit.
14. Noise generated from the business shall comply with the South Gate Municipal Code Section 11.34.080. In any case, noise shall not exceed 50dBA, measured at the property line. If noise-related problems are received and verified by the City, the owner/applicant is required to conduct a noise study by a licensed acoustical engineer to show that the site complies with the City's Noise standards. If the business exceeds the City's noise standards, the owner/applicant shall mitigate noise related problems to the satisfaction of the City.
15. The parking lot shall be equipped with lighting of sufficient power to illuminate and make easily discernable the appearance and conduct of all persons on or about the parking lot. However, parking lot lighting shall be shielded, directed, and/or positioned as to not illuminate adjoining properties or right-of-ways.
16. Prior to operating live entertainment, the owner/applicant shall obtain any and all required permits and approvals from the Business License Division for this Live Entertainment Permit.
17. Signs shall be posted at all entrances of the premises and business identifying a zero-tolerance policy for nuisance behavior at the premises (including parking lot).
18. A copy of the Live Entertainment Permit and any other Business Licenses shall be prominently posted on the premises at all times. The applicant shall make available said copies upon request by any Police Officer, Code Enforcement Officer or any other City staff responsible for the enforcement of the City's laws, regulations or ordinances.
19. The owner/applicant and licensee shall remove or paint over any graffiti painted or marked upon the premises or an adjacent area (including parking lot) under control of the licensee, within twenty-four (24) hours.
20. Within thirty (30) days of approval of the Project, the Applicant and Property Owner shall certify his/her acceptance of the conditions placed on the approval by signing a notarized "Affidavit of Acceptance" stating that he/she accepts and shall be bound by all of the conditions.
21. The Applicant shall defend, hold harmless and indemnify the City and its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul any approval by the City concerning the live entertainment permit. The City shall promptly notify the Applicant of any filed claim, action or proceeding and shall cooperate fully in the defense of the action.
22. Applicant shall agree to maintain the property and all related on-site improvements and landscaping thereon, including without limitation, buildings, parking areas, lighting, signs, and walls in a first class condition and repair, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of

all Federal, State, County and local bodies and agencies having jurisdiction, at applicants sole cost and expense. Such maintenance and repair shall include, but not be limited to the following: (i) sweeping and the removal of trash and debris as soon as possible but at least within 24 hours; (ii) the care of all shrubbery, plantings and other landscaping in healthy condition and replacement of diseased or dead plant material with new material at an age similar to the material being replaced; (iii) maintenance of all irrigation systems in properly operating condition; (iv) the removal of graffiti within 24 hours; and (v) the repair, replacement and restriping of asphalt or concrete paving using the same type of material originally installed, the end result being that such paving shall at all times be kept in a level and smooth condition.

23. The permittee shall comply with all state statutes, rules and regulations relating to the sale, purchase, display, possession and consumption of alcoholic beverages.
24. The permittee shall comply with the operating requirements for a dance hall pursuant to Section 2.10.510 (D) of the South Gate Municipal Code.
25. Per Section 2.10.270 of the South Gate Municipal Code, this permit may be conditioned, modified, suspended or revoked for cause by the City Council pursuant to Sections 2.10.280 et seq. of the South Gate Municipal Code.

**PUBLIC NOTICE
CITY OF SOUTH GATE
CITY COUNCIL**

NOTICE OF CONTINUED PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of South Gate will hold a continued public hearing for a Live Entertainment Permit.

DATE OF HEARING: Tuesday, January 23, 2018

TIME OF HEARING: 6:30 pm

LOCATION OF HEARING: City Hall Council Chamber, City of South Gate
8650 California Avenue
South Gate, California

PROJECT LOCATION: The project site is located at 4626 Firestone Boulevard

PROJECT DESCRIPTION: Live Entertainment Permit request for The Hound Bar located at 4626 Firestone Boulevard.

ENVIRONMENTAL REVIEW: This project is Categorically Exempt under Class 1 Existing Facilities Section 15301 of the California Environmental Quality Act. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

INVITATION TO BE HEARD: All interested persons are invited to the public hearing to be heard in favor of or in opposition to the proposed project or to provide comments. In addition, written comments may be submitted to the Community Development Department prior to the hearing. If you challenge the action taken on this proposal in court, you may be limited to raising only those issues you or someone else raised at the public hearing, described in this Notice, or in written correspondence delivered to the City of South Gate prior to or at the public hearing.

Those desiring a copy of the staff report or further information related to this project should contact:

Contact: Alvie Betancourt, Senior Planner
Phone: 323-563-9526
E-mail: abetancourt@sogate.org

Mailing Address: Community Development Department
City of South Gate
8650 California Avenue
South Gate, CA 90280-3075

ESPAÑOL

Información en Español acerca de esta junta puede ser obtenida llamando al 323-563-9526

Published: January 12, 2018

Calls for Police Service - South Gate Bars Two Years (2016-2017)

Name	Address	Sq. Ft. of Building	# of Parking Spaces	Food Served (Y/N)	Live Entertainment	Calls for Service from PD (2016-2017)	Types of Calls
Angie's Bar and Grill	5810 Imperial Hwy	1,320	Shared Parking (21)	Y	No	5	Fights-3 Disturbance-2
El Palenque Bar (Closed)	4424 Firestone Blvd	800	0	N	No	3	Public Intoxication-3
El Salon Juarez	3042 Tweedy Blvd	1,810	0	N	No	1	Fight-1
Hops and Barley	3905 Tweedy Blvd	4,098	10	Y	No	12	Fights-6 Disturbance-2 Public Intoxication-4
Ixtapa Bar (Closed)	10308 Atlantic Ave	1,800	0	Y	No	0	0
La Copa De Oro	9624 Long Beach Blvd	850	Shared Parking (17)	Y	Semi-Public Dancing	2	Music-2
Lido Restaurant	9100 Long Beach Blvd	12,117	122	Y	Public Dancing Permit	33	Disturbance-24 Public Intoxication-2 Fights-5 Threat-1 Assault with a deadly weapon-1
Los Encinos Club *closed in 2017	4626 Firestone Blvd	2,018	12	N	Band and Public Dancing	8	Burgularies-3 Advice calls-2 Disturbances-3
Saloon	4059 Tweedy Blvd	1,368	8	N	No	8	Fights-2 Gangs-1 Disturbance-5
Sonsonate Grill	8711 Long Beach Blvd	3,070	Shared Parking (17)	Y	3-Piece Combo and Singer, Comedy Show	5	Music-4 Fight-1
Toadstool	10143 Atlantic Ave	1,752	16	N	No	1	Narcotics-1

**PUBLIC NOTICE
CITY OF SOUTH GATE
CITY COUNCIL**

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of South Gate will hold a public hearing for the six-month review and the addition of a subsequent six-month review of the Dance Hall Public permit for the Hound Bar located at 4626 Firestone Boulevard

DATE OF HEARING: Tuesday, October 9, 2018

TIME OF HEARING: 6:30 pm

LOCATION OF HEARING: City Hall Council Chamber, City of South Gate
8650 California Avenue
South Gate, California

PROJECT LOCATION: 4626 Firestone Boulevard

PROJECT DESCRIPTION: Six-month review as required by the conditions of approval. The purpose of the six (6) month review is to verify compliance with all conditions of approval and applicable sections of the South Gate Municipal Code. At the time of the six (6) month review, the City Council may consider, among other actions, modifying the conditions of approval. At this time, the City will add a subsequent six-month review from the date of this meeting to ensure continued compliance with all conditions of approval.

ENVIRONMENTAL REVIEW: This project is Categorically Exempt under Class 1 Existing Facilities Section 15301 of the California Environmental Quality Act. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

INVITATION TO BE HEARD: All interested persons are invited to the public hearing to be heard in favor of or in opposition to the proposed ordinance or to provide comments. In addition, written comments may be submitted to the Community Development Department prior to the hearing. If you challenge the action taken on this proposal in court, you may be limited to raising only those issues you or someone else raised at the public hearing, described in this Notice, or in written correspondence delivered to the City of South Gate prior to or at the public hearing.

Those desiring a copy of the staff report or further information related to this project should contact

Contact: Alvie Betancourt, Senior Planner
Phone: 323-563-9526
E-mail: abetancourt@sogate.org

Mailing Address: Community Development Department
City of South Gate
8650 California Avenue
South Gate, CA 90280-3075

ESPAÑOL

Información en Español acerca de esta junta puede ser obtenida llamando al 323-563-9526

Published: September 27, 2018

RECEIVED

OCT 2 2018

Item No. 6

City of South Gate

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

9:20am

AGENDA BILL

For the Regular Meeting of: October 9, 2018
Originating Department: Administrative Services

Department Director:


Jackie Acosta

City Manager:


Michael Flad

SUBJECT: RESOLUTION AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION AND POSITION CLASSIFICATION PLAN) TO CREATE THE POSITION OF ASSISTANT CITY MANAGER/DIRECTOR OF PUBLIC WORKS, TO APPROVE THE CORRESPONDING JOB SPECIFICATION AND TO UPDATE THE APPROPRIATE SALARY PAY TABLES

PURPOSE: To create the position of Assistant City Manager/Director of Public Works, to approve the corresponding job specification and to update the appropriate salary pay tables.

RECOMMENDED ACTION: Adopt Resolution amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to create the position of Assistant City Manager/Director of Public Works, to approve the corresponding job specification and to update the appropriate salary pay tables.

FISCAL IMPACT: There is no additional cost associated with the creation of this position.

ANALYSIS: The City Manager is proposing to create the Assistant City Manager/Director of Public Works position to cost-effectively address the City's succession planning objectives as well as to provide assistance in managing the many projects and programs aimed at meeting the current and future needs of the community.

BACKGROUND: The City must, from time to time, add or otherwise adjust job classifications, job specifications and/or compensation in the Salary Resolution and Position Classification Plan in order to satisfy the changing needs and demands of the workforce and to more closely match the tasks which need to be performed by employees in the City's various departments. The City Manager's Office is proposing to re-organize and introduce the high-level executive position of Assistant City Manager/Director of Public Works. This position is warranted by the need for succession planning and to assist in managing the high-level programs and projects that are ongoing and planned to meet the current and future needs of the community.

This proposal meets goals for succession planning. Succession planning is a process for identifying and developing new leaders to offer options for promoting from within. Succession planning increases the availability of experienced and capable employees within an organization that are prepared to assume these roles as they become available. Succession planning aims for continuity of leadership and creating an environment for efficient transitions. Internal promotions offer the community continuity in the delivery of ongoing projects and programs. Succession planning strengthens organizational culture and creates smooth

transitions. Finally, succession planning promotes the supporting and mentoring of dedicated, knowledgeable and hard-working employees.

The roles and responsibilities of the Assistant City Manager/Director of Public Works position is similar to that of the Director of Public Works/City Engineer position. The difference is that the position will serve as the Acting City Manager in the absence of the City Manager and represent the City Manager at Council Meetings as needed. The position will also represents the City Manager at a variety of community and official events and meetings. The Assistant City Manager/Director of Public Works position will work out of the City Manager's Office while still handling some of the Director of Public Works duties. Roles and responsibilities will include presenting and explaining City programs, policies, and activities; negotiate and resolve sensitive, significant and controversial issues. At the direction of the City Manager, the Assistant City Manager/Director of Public Works position will serve as a liaison on major initiatives in coordination with other Departments and conduct research, critical analysis, financial analysis and special studies on complex and sensitive administrative and policy issues.

Human Resources staff worked with the City Manager to create the job specification for the Assistant City Manager/Director of Public Works position. This new position will be assigned to Top Management.

ATTACHMENT: Proposed Resolution (with new job specification & amended pay tables)

RESOLUTION NO. _____

**CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION AND
POSITION CLASSIFICATION PLAN) TO CREATE THE POSITION OF ASSISTANT
CITY MANAGER/DIRECTOR OF PUBLIC WORKS, TO APPROVE THE
CORRESPONDING JOB SPECIFICATION AND TO UPDATE THE
APPROPRIATE SALARY PAY TABLES**

WHEREAS, the City must, from time to time, add or otherwise adjust job classifications, job specifications and/or compensation in the Salary Resolution and Position Classification Plan in order to satisfy the changing needs and demands of the workforce and to more closely match the tasks which need to be performed by employees in the City's various departments; and

WHEREAS, the City desires to create the position and job specification of Assistant City Manager/Director of Public Works, attached hereto as Exhibit "A"; and

WHEREAS, the City, in consultation with the Human Resources Division and the City Manager, has determined that it is proper to create the Assistant City Manager/Director of Public Works position and the corresponding job specification;

[Remainder of page left blank intentionally]

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

SECTION 1. The City Council hereby approves and adopts the proposed amendment to the City's Salary Resolution and Position Classification Plan to create the Assistant City Manager/Director of Public Works position.

SECTION 2. The City Council hereby approves and adopts the proposed Job Specification for the Assistant City Manager/Director of Public Works position, attached hereto as Exhibit "A."

SECTION 3. The City Council hereby approves and adopts the proposed amended Top Management Salary Pay Table, effective October 9, 2018, attached hereto as Exhibit "B."

SECTION 4. The City Council hereby approves and adopts the proposed amended Top Management Salary Pay Table, effective June 23, 2019, attached hereto as Exhibit "C."

SECTION 5. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 9th day of October 2018.

CITY OF SOUTH GATE:

María Belén Bernal, Mayor

ATTEST:

Carmen Avalos, City Clerk

(SEAL)

APPROVED AS TO FORM:

DRAFT

Raul F. Salinas, City Attorney

City of South Gate
CLASS SPECIFICATIONS AND ATTRIBUTES

ASSISTANT CITY MANAGER/DIRECTOR OF PUBLIC WORKS

DESCRIPTION

Under general administrative direction of the City Manager, plans, organizes, directs and evaluates public works projects and programs; develops and implements overall organizational, budget and financial strategies and goals of the Department of Public Works; assesses and responds to community needs for public works activities; may serve as the City Engineer; manages project engineers and consultants related to the planning, design, development, construction and maintenance of the City's public works, civil engineering and traffic engineering. Works with the City Manager on special projects and assists the City Manager in all aspects of City operations. Coordinates assigned activities with other City departments and outside agencies. Serves as the Acting City Manager in the City Manager's absence. Performs related duties as required.

CLASS CHARACTERISTICS

The Assistant City Manager/Director of Public Works is responsible for the management and direction of all Public Works Department activities. The Assistant City Manager/Director of Public Works is a member of the Senior Executive Team of the City, also known as the Top Management Group. Incumbent is expected to oversee all departmental operations, including budgeting for operational and capital improvement needs; hiring, supervising and evaluating staff; making presentations to the City Council; carrying out City policies; assisting with a wide variety of projects; and conferring with the City Manager regarding potentially controversial subjects and technical questions, and when clarifying special assignments. Acts on behalf of, and in the absence of, the City Manager.

SUPERVISION RECEIVED

Works under the general administrative direction and supervision of the City Manager.

SUPERVISION EXERCISED

Exercises direct supervision over all divisions of public works operations and staff; and other departments as assigned by the City Manager.

ESSENTIAL FUNCTIONS

Essential functions include, but are not limited to, the following:

Manages the development and administration of the public works departmental budget. Manages, reviews and coordinates financial sources for funding projects. Monitors public works departmental expenditures and systems for reporting, and provides necessary control data.

Secures funding from other intergovernmental agencies. Oversees management of federal, state, and other grant funded public improvement projects.

Serves as a member of designated and/or assigned committees, commissions and organizations.

Manages the execution of engineering, street, water, sewer, electrical, general maintenance, and equipment operations and activities.

DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

Evaluates bids received on public works projects and advises the City Council and other city officials on the feasibility of public works projects.

Manages and reviews maintenance schedules and methods of performance. Manages and evaluates the cost effectiveness of alternate work methods, including contracting with other public or private agencies.

Manages the preparation of engineering plans, drawings and specifications, engineering calculations, cost estimates, and assessments, contract provisions, legal descriptions and maps, ensuring compliance with policies, local, state and federal codes, ordinances and regulations. Reviews and approves engineering designs and plans.

Manages and administers construction contracts for various projects including streets, sewers, storm drains, structures, water distribution facilities, street lighting and traffic control facilities. Develops, coordinates and updates project schedules; monitors expenditures and budgets.

Plans, organizes and assigns work; supervises, trains and evaluates subordinate personnel; makes decisions regarding the selection, assignments, promotion and discipline of employees.

Manages the supervision of field inspections of contract construction work; manages and/or inspects field work in progress for compliance with policies, procedures, safety guidelines and work specifications.

Manages the development of the City's Capital Improvement Program of public infrastructure projects and provides oversight.

Meets with internal and external teams and committees and other intergovernmental agencies and private companies including cities, counties, federal and state officials, regional entities, utility companies, the community and other interested groups regarding public works projects. Responsible for the plan review of private development that requires connection with public facilities.

Prepares reports, recommendations and correspondence on current and proposed projects; makes presentations to City Council, community groups and the general public regarding Public Works projects.

Serves as Acting City Manager in the absence of the City Manager. Attend City Council meetings to represent the City Manager as needed.

Represents the City Manager at a variety of community and official events and meetings; Present and explain City programs, policies, and activities; and negotiate and resolve sensitive, significant, and controversial issues.

At the direction of the City Manager, serve as a liaison on major initiatives in coordination with other Departments; and conduct research, critical analysis, financial analysis and special studies on complex and sensitive administrative and policy issues, as assigned.

QUALIFICATIONS

Training and Experience

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary. A typical way of obtaining the knowledge and abilities would be any combination equivalent to graduation from an accredited college or university with a Bachelor or Master's degree in civil engineering or related field and seven (7) years of responsible

DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

supervisory administrative experience managing budgets, operations and personnel, as well as engineering experience managing large-scale public programs and projects. Experience with federal, state and regional public works grants requirements and administration of special assessment districts is highly desirable. Registration as a Professional Civil Engineer in the State of California is required. Possession of, or ability to obtain, a California Class C driver's license and a satisfactory driving record is required. A Master's degree in Engineering or Public Administration is desirable and may substitute for one (1) year of required experience.

Knowledge, Skills, and Abilities

Knowledge of: municipal public works administration, planning, design and construction; general maintenance, street, water and equipment shop operations and activities; civil and structural engineering principles and practices; public works construction methods, engineering specifications and public works construction standards; contract administration; Geographic Information System (GIS), AutoCAD and other computer software applications; principles and practices of budgeting and personnel management and supervision.

Ability to: organize, direct and coordinate the activities, programs and personnel of a public works department; prepare plans, specifications and comprehensive engineering estimates; read and interpret specifications and blueprints; prepare comprehensive technical reports and contract documents; understand and interpret legal property descriptions, engineering maps and other records; interpret and follow City and departmental policies, rules and regulations; manage construction contracts; manage assigned staff in project work; communicate effectively both orally and in writing; work independently with little direction; meet deadlines and exercise sound judgment; establish and maintain cooperative working relationships with government and third-party agencies.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to sit, stand, talk or hear. The employee is occasionally required to walk; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. The noise level in the work environment is usually quiet in the office and moderately loud when outdoors. Incumbents are not substantially exposed to adverse environmental conditions.

Salary Pay Table
South Gate Top Management Employees (Unclassified)
Effective October 9, 2018

		Step A	Step B	Step C	Step D	Step E
701	CITY MANAGER	19,250	20,213	21,223	22,285	-
702	POLICE CHIEF	18,482	-	-	-	-
711	ASSISTANT CITY MGR/DIRECTOR OF PUBLIC WORKS	12,751	13,389	14,058	14,761	15,499
710	DIRECTOR OF PUBLIC WORKS/CITY ENGINEER	12,751	13,389	14,058	14,761	15,499
703	DIRECTOR OF COMMUNITY DEVELOPMENT	11,790	12,380	12,999	13,649	14,331
706	DIRECTOR OF PARKS & RECREATION	11,258	11,821	12,412	13,033	13,684
704	DIRECTOR OF ADMINISTRATIVE SERVICES	11,031	11,583	12,162	12,770	13,409
708	FIELD OPERATIONS MANAGER	9,453	9,926	10,422	10,943	11,491

Salary Pay Table
South Gate Top Management Employees (Unclassified)
Effective June 23, 2019
3.0% Increase (Range 701)
3.5% Increase (Ranges 702 - 710)

		Step A	Step B	Step C	Step D	Step E
701	CITY MANAGER	19,808	20,799	21,839	22,931	-
702	POLICE CHIEF	19,102	-	-	-	-
711	ASSISTANT CITY MGR/DIRECTOR OF PUBLIC WORKS	13,176	13,834	14,526	15,253	16,015
710	DIRECTOR OF PUBLIC WORKS/CITY ENGINEER	13,176	13,834	14,526	15,253	16,015
703	DIRECTOR OF COMMUNITY DEVELOPMENT	12,181	12,790	13,430	14,101	14,806
706	DIRECTOR OF PARKS & RECREATION	11,652	12,235	12,846	13,489	14,163
704	DIRECTOR OF ADMINISTRATIVE SERVICES	11,417	11,988	12,588	13,217	13,878
708	FIELD OPERATIONS MANAGER	9,784	10,273	10,787	11,326	11,893

RECEIVED

OCT 8 2018

City of South Gate

CITY COUNCIL

Item No. 7

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

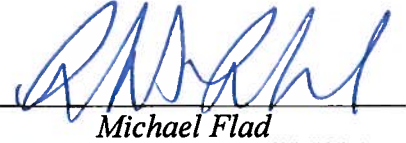
7:15am

For the Regular Meeting of: October 9, 2018
Originating Department: Administrative Services

Department Director:


Jackie Acosta

City Manager:


Michael Flad

SUBJECT: RESOLUTION AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION AND POSITION CLASSIFICATION PLAN) TO UPDATE THE TITLE AND JOB SPECIFICATION OF THE PROPERTY CONTROL CLERK POSITION TO POLICE PROPERTY SPECIALIST AND TO UPDATE THE APPROPRIATE SALARY PAY TABLE

PURPOSE: To update the title and job specification of the Property Control Clerk position to Police Property Specialist to bring it up to date, and to update the appropriate salary pay table.

RECOMMENDED ACTION: Adopt Resolution amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to update the title and job specification of the Property Control Clerk position to Police Property Specialist and to update the appropriate salary pay table.

FISCAL IMPACT: There is no fiscal impact associated with updating the title and job specification of the Property Control Clerk position to Police Property Specialist. The Fiscal Year 2018/19 budget included funding for this position.

ANALYSIS: None.

BACKGROUND: The current Property Control Clerk position will be vacated on October 15, 2018, due to the employee retiring. The Property Control Clerk job specification was last updated in 2006.

The City must, from time to time, add or otherwise adjust job classifications, job specifications and/or compensation in the Salary Resolution and Position Classification Plan in order to satisfy the changing needs and demands of the workforce and to more closely match the tasks which need to be performed by employees in the City's various departments.

In the continued effort to bring job specifications up-to-date, Human Resources staff worked with Police Department staff to update the title and job specification of the Property Control Clerk position to Police Property Specialist. As a result, the position is being retitled and the job specification is being updated to include relevant duties and experience level requirements and making it compliant with the Americans with Disabilities Act (ADA) by designating essential functions and including physical standards and work environment requirements.

Staff contacted the Municipal Employees Association (MEA) Board Members to inform them of the proposed changes and they were in agreement.

ATTACHMENTS: A) Proposed Resolution (with updated job specification & pay table)
B) Red-lined Property Control Clerk job specification

RESOLUTION NO. _____

**CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA,
AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION AND POSITION
CLASSIFICATION PLAN) TO UPDATE THE TITLE AND JOB SPECIFICATION FOR THE
PROPERTY CONTROL CLERK POSITION TO POLICE PROPERTY SPECIALIST AND
TO UPDATE THE APPROPRIATE SALARY PAY TABLE**

WHEREAS, the City must, from time to time, add or otherwise adjust job classifications, job specifications and/or compensation in the Salary Resolution and Position Classification Plan in order to satisfy the changing needs and demands of the workforce and to more closely match the tasks which need to be performed by employees in the City's various departments; and

WHEREAS, the City desires to update the title and job specification for the Property Control Clerk position to Police Property Specialist in the Police Department; and

WHEREAS, the City, based on evaluation, has determined that changes are necessary to the title and job specification of the Property Control Clerk position in the Police Department, as detailed in the proposed Class Specification & Attributes, attached hereto as Exhibit "A"; and

WHEREAS, the City, in consultation with the Human Resources Division and key personnel in the Police Department, has determined that it is proper to update the title and job specification of the Property Control Clerk position to Police Property Specialist;

[Remainder of page left blank intentionally]

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

SECTION 1. The City Council hereby approves and adopts the proposed title and job specification for the Police Property Specialist, attached hereto as Exhibit "A."

SECTION 2. The City Council hereby approves and adopts the proposed amended Municipal Employee Association (MEA) Salary Pay Table, attached hereto as Exhibit "B."

SECTION 3. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 9th day October 2018.

CITY OF SOUTH GATE:

María Belén Bernal, Mayor

ATTEST:

Carmen Avalos, City Clerk

(SEAL)

APPROVED AS TO FORM:

DRAFT

Raul F. Larinas, City Attorney

City of South Gate
CLASS SPECIFICATIONS AND ATTRIBUTES

POLICE PROPERTY SPECIALIST

DESCRIPTION

Under general supervision receives, documents, and maintains custody of property and evidence received or confiscated, and/or obtained at crime scenes by police personnel, ensures proper chain of custody rules and procedures are maintained, coordinates the destruction and disposal of obsolete and unclaimed evidence as authorized, releases property items to rightful owners or for court proceedings, maintains an inventory control system with barcodes and other systems to ensure proper compliance and accountability, periodically disposes of weapons and narcotics, prepares written reports, performs basic clerical duties; and related duties as assigned.

CLASS CHARACTERISTICS

The Police Property Specialist is a single classification for the Police Department.

SUPERVISION RECEIVED

Works under the direct supervision of a Sergeant, and/or Lieutenant.

SUPERVISION EXERCISED

Does not supervise.

ESSENTIAL FUNCTIONS

The following functions are typical for this classification. The incumbent may not perform all of the listed functions and/or may be required to perform additional or different functions from those set forth below to address business needs and changing business practices.

Receives and stores daily all property and evidence placed in the Police Department property system;

Disposes of property and evidence in accordance with specific laws, rules, regulations and policies;

Releases evidence and/or property that was seized or taken from owners, suspects and/or victim during the course of investigations;

Conducts annual purges and/or destruction of seized narcotics and firearms;

Releases evidence for court presentation, releases and receives evidence sent to crime lab for analysis;

Maintains logs, records, and documents for all property entering, processing within, and leaving the Police Department property system; prepares unclaimed property for annual City auction.

QUALIFICATIONS

A typical way to obtain the requisite qualifications to perform the duties of this class is as follows:

Education, Training and Experience

High School Diploma or GED equivalent AND two (2) years of clerical or computer experience (technical records preferred) or support work in a law enforcement agency or an equivalent combination of education, training, and experience. Basic knowledge of rules of evidence in civil/criminal cases and the processing,

storage, release and disposal of property and evidence is highly desirable. Course work related to physical sciences, forensic science, or crime scene investigation is also desired.

License Requirements

Possession of a valid California Class C Driver's License, proof of auto insurance and a satisfactory driving record is required at time of appointment and throughout employment.

Special Requirements of Position

Work schedule will vary depending on department needs. Must be available to work any shift, including graveyard, weekends and holidays; must be at least 18 years of age; applicants must be able to provide proof of right to work in the United States; background, fingerprinting, polygraph examination, and medical clearance required.

Knowledge, Skills and Abilities

Knowledge of: processing, storing, releasing and disposal of property and evidence; policies, rules, and regulations governing the management of property and evidence records.

Ability to: organize items of evidence and property in an orderly fashion for storage and retrieval; protect the integrity of evidence; collect, lift, move, and sort objects of varying sizes; operate office equipment including an inventory control system and a personal computer; compare names and numbers accurately; prepare evidence and exhibits for court, as well as present testimony in court regarding evidence and/or chain of custody issues, establish and maintain cooperative working relationships; understand and follow verbal and written directions; understand and follow pertinent Federal, State, and local laws, codes and regulations, as well as basic handling and collection of evidence at crime scene investigations; maintain confidentiality of police matters; interact professionally with City Officials, Officials of other organizations, members of other agencies, community organizations, community leaders, the media and the public;

ADDITIONAL INFORMATION

CALIFORNIA DEPARTMENT OF MOTOR VEHICLE (DMV) PULL NOTICE SYSTEM

An incumbent appointed to this position is subject to enrollment in the California DMV Pull Notice Program. The Pull Notice program provides information on the incumbent's driving record and Driver's License status on a periodic basis to the City of South Gate. An employee that drives a City vehicle must acknowledge receipt and understanding of City Administrative Regulations covering the use of City vehicles.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

Work is performed in a standard office and warehouse environment. The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is occasionally required to stand for extended periods of time, use hands to handle or feel objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb, balance, stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. The noise level in the work environment is usually quiet in the office and moderately loud when outdoors.

Property Control Clerk
Created, 07/22/1974
Revised, 08/12/1997
Revised, 07/11/2006
Police Property Specialist
Revised, 10/09/2018

Salary Pay Table

Pay Plan Category I - Classified Municipal Employees' Association

Effective 10-09-2018

Exhibit "B"

		Step A	Step B	Step C	Step D	Step E
500	TYPIST CLERK	3,101	3,256	3,419	3,590	3,769
500	CITY HALL RECEPTIONIST	3,101	3,256	3,419	3,590	3,769
501	STOCK CLERK	3,184	3,344	3,511	3,686	3,871
502	GRAFFITI REMOVAL WORKER	3,332	3,498	3,673	3,857	4,050
503	CUSTODIAN	3,346	3,513	3,689	3,873	4,067
504	COMMUNITY DEVELOPMENT TECH I	3,411	3,581	3,760	3,948	4,146
505	INTERMEDIATE TYPIST CLERK (PARKS)	3,493	3,667	3,851	4,043	4,245
505	BILLING & SHIPPING CLERK	3,493	3,667	3,851	4,043	4,245
505	OFFICE ASSISTANT-HR	3,493	3,667	3,851	4,043	4,245
505	OFFICE ASSISTANT-POLICE	3,493	3,667	3,851	4,043	4,245
505	OFFICE ASSISTANT-GENERAL	3,493	3,667	3,851	4,043	4,245
506	GROUNDS MAINTENANCE WORKER	3,504	3,680	3,864	4,057	4,260
506	FACILITIES MAINTENANCE TECHNICIAN I	3,504	3,680	3,864	4,057	4,260
506	PARK FACILITIES MAINTENANCE WORKER	3,504	3,680	3,864	4,057	4,260
507	WATER METER READER I	3,620	3,801	3,991	4,190	4,400
508	POLICE RECORDS SPECIALIST	3,627	3,808	3,999	4,198	4,408
509	SENIOR TYPIST CLERK	3,651	3,833	4,025	4,226	4,438
510	BUSINESS LICENSE CLERK	3,688	3,872	4,065	4,269	4,482
510	INTERMEDIATE ACCOUNT CLERK - Acct	3,688	3,872	4,065	4,269	4,482
510	CUSTOMER SERVICE REPRESENTATIVE	3,688	3,872	4,065	4,269	4,482
511	CIVILIAN CUSTODY OFFICER	3,739	3,926	4,123	4,329	4,545
511	COMMUNITY SERVICES OFFICER	3,739	3,926	4,123	4,329	4,545
511	SENIOR CUSTODIAN	3,739	3,926	4,123	4,329	4,545
511	INFORMATION SYSTEMS TECHNICIAN	3,739	3,926	4,123	4,329	4,545
512	AQUATICS COORDINATOR	3,770	3,959	4,157	4,365	4,583
512	RECREATION COORDINATOR	3,770	3,959	4,157	4,365	4,583
513	CRIME PREVENTION SPECIALIST	3,804	3,994	4,194	4,404	4,624
514	WATER METER READER II	3,821	4,012	4,212	4,423	4,644
515	WATER DISTRIBUTION OPERATOR I	3,841	4,033	4,234	4,446	4,668
516	FACILITIES MAINTENANCE TECHNICIAN II	3,865	4,058	4,261	4,474	4,698
516	STREET MAINTENANCE WORKER	3,865	4,058	4,261	4,474	4,698
517	POLICE PROPERTY SPECIALIST	3,899	4,094	4,299	4,514	4,739
518	COMMUNITY DEVELOPMENT TECH II	3,921	4,117	4,323	4,539	4,766
519	PARKS EQUIPMENT MECHANIC	4,021	4,222	4,433	4,655	4,887
520	WATER SERVICE REPRESENTATIVE I	4,071	4,274	4,488	4,712	4,948
520	ELECTRICIAN I	4,071	4,274	4,488	4,712	4,948
521	SECRETARY	4,126	4,332	4,549	4,776	5,015
522	SENIOR GROUNDS MAINTENANCE WORKER	4,132	4,339	4,556	4,784	5,023
522	PARK FACILITIES MAINTENANCE LEAD	4,132	4,339	4,556	4,784	5,023
523	PAYROLL TECHNICIAN	4,135	4,342	4,559	4,787	5,026
524	POLICE DISPATCHER	4,140	4,347	4,564	4,792	5,032
525	WATER PUMP OPERATOR I	4,178	4,387	4,606	4,836	5,078
526	RECORDS COORDINATOR	4,209	4,419	4,640	4,872	5,116

Salary Pay Table

Pay Plan Category I - Classified Municipal Employees' Association

Effective 10-09-2018

Exhibit "B"

		Step A	Step B	Step C	Step D	Step E
527	INFORMATION SYSTEMS COORDINATOR	4,221	4,432	4,654	4,886	5,131
528	PUBLIC SAFETY SUPERVISOR	4,327	4,543	4,771	5,009	5,260
530	CUSTODIAL SUPERVISOR	4,330	4,547	4,774	5,013	5,263
531	POLICE RECRUIT	4,331	4,548	4,775	5,014	5,265
532	WATER DISTRIBUTION OPERATOR II	4,375	4,594	4,824	5,065	5,318
533	EQUIPMENT MECHANIC	4,378	4,597	4,827	5,068	5,322
534	SENIOR SECRETARY	4,421	4,642	4,874	5,117	5,373
535	EQUIPMENT OPERATOR	4,493	4,718	4,954	5,201	5,461
536	SENIOR TRAFFIC & SIGN PAINTER	4,518	4,744	4,981	5,230	5,492
537	COMMUNITY DEVELOPMENT TECH III	4,518	4,744	4,982	5,231	5,492
538	WATER SERVICE REPRESENTATIVE II	4,555	4,783	5,022	5,273	5,536
539	HOUSING SPECIALIST	4,597	4,827	5,068	5,321	5,587
540	ELECTRICIAN II	4,623	4,854	5,097	5,352	5,619
541	CODE ENFORCEMENT OFFICER	4,641	4,874	5,117	5,373	5,642
541	HUMAN RESOURCES TECHNICIAN	4,641	4,874	5,117	5,373	5,642
542	FACILITIES MAINTENANCE SPECIALIST	4,742	4,980	5,229	5,490	5,764
543	WATER DISTRIBUTION OPERATOR III	4,749	4,986	5,236	5,497	5,772
544	SENIOR COMMUNITY DEVELOPMENT TECH	4,838	5,080	5,334	5,601	5,881
545	GRAFFITI LEAD WORKER	4,850	5,093	5,348	5,615	5,896
545	STREET LEAD WORKER	4,850	5,093	5,348	5,615	5,896
546	SENIOR EQUIPMENT MECHANIC	4,912	5,158	5,416	5,687	5,971
548	WATER PUMP OPERATOR II	4,994	5,243	5,506	5,781	6,070
550	ENGINEERING TECHNICIAN	5,160	5,418	5,689	5,973	6,272
551	BUILDING INSPECTOR	5,206	5,466	5,739	6,026	6,328
552	WATER LEAD WORKER	5,236	5,497	5,772	6,061	6,364
552	WATER SYSTEM LEAD OPERATOR	5,236	5,497	5,772	6,061	6,364
553	JOURNEY ELECTRICIAN	5,493	5,767	6,056	6,358	6,676
554	EQUIPMENT SUPERVISOR	5,615	5,896	6,191	6,500	6,825
554	STREET FOREMAN	5,615	5,896	6,191	6,500	6,825
555	GENERAL MAINTENANCE FOREMAN	5,683	5,967	6,265	6,579	6,908
556	LEAD ELECTRICIAN	5,855	6,148	6,456	6,778	7,117
557	WATER DISTRIBUTION FOREMAN	6,063	6,366	6,684	7,018	7,369
557	WATER OPERATIONS FOREMAN	6,063	6,366	6,684	7,018	7,369
559	GROUNDS MAINTENANCE SUPERVISOR	5,112	5,368	5,636	5,918	6,214
559	PARK FACILITIES MAINTENANCE SUPERVISOR	5,112	5,368	5,636	5,918	6,214
566	RECREATION SPECIALIST	3,014	3,164	3,322	3,489	3,663

City of South Gate

POSITION CLASS SPECIFICATIONS AND ATTRIBUTES

PROPERTY CONTROL CLERK
POLICE PROPERTY SPECIALIST

DESCRIPTION Duties of Position

Under general supervision ~~to receive~~s, documents, ~~account for~~, and maintains custody of property and evidence received or confiscated, and/or obtained at crime scenes by police personnel, ensures proper chain of custody rules and procedures are maintained, coordinates the destruction and disposal of obsolete and unclaimed evidence as authorized, releases property items to rightful owners or for court proceedings, maintains an inventory control system with barcodes and other systems to ensure proper compliance and accountability, periodically disposes of weapons and narcotics, prepares written reports, performs basic clerical duties; and related duties as assigned. ~~and dispose of property and evidence processed through the South Gate Police Department property and evidence system.~~

CLASS CHARACTERISTICS

The Police Property Specialist is a single classification for the Police Department.

SUPERVISION RECEIVED

Works under the direct supervision of a Sergeant, and/or Lieutenant.

SUPERVISION EXERCISED

Does not supervise.

ESSENTIAL FUNCTIONS

The following functions are typical for this classification. The incumbent may not perform all of the listed functions and/or may be required to perform additional or different functions from those set forth below to address business needs and changing business practices.

Example of Duties

The duties would include, but are not limited to, the following:

• Receives and stores daily all property and evidence placed in the Police Department property system;

• Disposes of property and evidence in accordance with specific laws, rules, regulations and policies;

• Releases evidence and/or property that was seized or taken from owners, suspects and/or victim during the course of investigations;

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• Conducts annual purges and/or destruction of seized narcotics and firearms;

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• Releases evidence for court presentation, releases and receives evidence sent to crime lab for analysis;

• Maintains logs, records, and documents for all property entering, processing within, and leaving the Police Department property system; prepares unclaimed property for annual City auction.

QUALIFICATIONS

A typical way to obtain the requisite qualifications to perform the duties of this class is as follows:

Formal Education, Training and Experience:

~~Any combination equivalent to graduation from high school~~

High School Diploma or GED equivalent; AND two One (2+) years of clerical or computer experience (technical records preferred) or support work in a law enforcement agency; or an equivalent combination of education, training, and experience. record-keeping experience computerized property and evidence inventory control and record-keeping experience. Basic knowledge of rules of evidence in civil/criminal cases and the processing, storage, release and disposal of property and evidence is highly desirable. Course work related to physical sciences, forensic science, or crime scene investigation is also desired.

Comment [TDT1]: This is sounds like a specialized experience statement. Skill set definitely need for position but may limit applicant pool

License Requirements

Possession of a valid California Class C Driver's License, proof of auto insurance, insurance and a satisfactory driving record is required at time of appointment and throughout employment.

Special Requirements of Position

Work schedule will vary depending on department needs. Must be available to work any shift, including graveyard, weekends and holidays; must be at least 18 years of age; applicants must be able to provide proof of right to work in the United States; Bbackground, fingerprinting, polygraph examination, and medical clearance required.

Possession of a valid California Driver's License; available for night, weekend, and holiday duty; and pass a thorough background investigation.

Knowledge, Skills and Abilities:

Knowledge of: in processing, storing, releasing and disposal of property and evidence; knowledge in policies, rules, and regulations governing the management of property and evidence records.

Ability to: organize items of evidence and property in an orderly fashion for storage and retrieval; aAbility to protect the integrity of evidence; collect, store and dispose of a variety of property; lift, move, and sort objects of varying sizes, weight and description; operate office equipment including an inventory control system and typewriter and a personal computer; compare names and numbers accurately; ability to prepare evidence and exhibits for court, as well as present testimony in court regarding evidence and/or chain of custody issues, establish and maintain cooperative working relationships; understand and follow verbal and written directions; ability to understand and follow pertinent Federal, State, and local laws, codes and regulations, as well as basic handling and collection of evidence at crime scene investigations; maintain confidentiality of police matters; ability to interact professionally, tactfully, effectively and sensitively with City Officials, Officials of other organizations, members of other agencies, community organizations, community leaders, the media and especially the public; ability to understand and be sensitive to the needs and concerns of ethnic and cultural groups in the City; and ability to evaluate sensitive situations quickly and initiate appropriate action to diffuse situations and/or resolve problems.

ADDITIONAL INFORMATION

CALIFORNIA DEPARTMENT OF MOTOR VEHICLE (DMV) PULL NOTICE SYSTEM

An incumbent appointed to this position is subject to enrollment in the California DMV Pull Notice Program. The Pull Notice program provides information on the incumbent's driving record and Driver's License status on a periodic basis to the City of South Gate. An employee assigned that drives a City vehicle must acknowledge receipt and understanding of City Administrative Regulations covering the use of City vehicles.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed in a standard office and warehouse environment. The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is

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occasionally required to use stand for extended periods of time, use hands to handle, or feel objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb, balance, stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. The noise level in the work environment is usually quiet in the office and moderately loud when outdoors.

Property Control Clerk
Created, 07/22/1974
Revised, 08/12/1997
Revised, 07/11/2006
Police Property Specialist
Revised, 10/09/2018

RECEIVED

OCT 2 2018

City of South Gate
CITY COUNCIL

Item No. 8

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

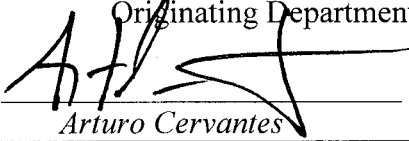
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AGENDA BILL

For the Regular Meeting of: **October 9, 2018**

Originating Department: **Public Works**

Department Director:


Arturo Cervantes

City Manager:


Michael Flad

SUBJECT: AGREEMENT WITH HYM ENGINEERING, INC., FOR THE CONSTRUCTION OF THE AUTOMATIC METER READING UPGRADE – PHASE 2, CITY PROJECT NO. 573-WTR

PURPOSE: The City’s municipal water system is equipped with over 14,300 water meters which record the amount of water consumed by customers. Currently, the water meters are read manually – a process which is inefficient, and lacks use of available technology. This Agreement is necessary to replace 410 water meters to complete the automation of Meter Route Cycle 2 – an area of the City with over 2,600 meters.

RECOMMENDED ACTIONS:

- a. Approve Agreement with HYM Engineering, Inc., to replace 410 water meters under the Automatic Meter Reading (AMR) Upgrade – Phase 2, City Project No. 573-WTR, in an amount not-to-exceed \$412,965;
- b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney;
- c. Approve the Notice of Exemption for the AMR Upgrade – Phase 2, City Project No. 573-WTR; and
- d. Direct the City Clerk to file the Notice of Exemption with the Los Angeles County Recorder’s Office.

FISCAL IMPACT: There is no fiscal impact to the General Fund. Funds, in the amount of \$500,000, were included in the FY 2018/19 Budget in Account Number 411-731-71-9554 (Water Fund). The budget is summarized below:

	Water Funds Account No. 411-731-71-9554
Design	\$10,000
Construction	\$412,965
Construction Contingency	\$57,035
Project Management	\$20,000
Total Budget	\$500,000

ALIGNMENT WITH COUNCIL GOALS: The Construction of the Project meets the City Council’s goal for "Continuing Infrastructure Improvements."

ANALYSIS: The water system is equipped with more than 14,300 water meters. City staff reads the meters manually every month, and that takes over 320 man-hours to complete. This approach is inefficient, outdated and lacks use of available technology. The solution is to automate the water meters by replacing them with AMR meters. Amongst the benefits, AMR meters can be read automatically through a hand held device, which reduces the time spent reading meters by 50%.

Meter Route Cycle 2 has over 2,600 water meters and it takes 960 hours, annually, to read them manually. By automating this route, it will save the City \$24,000, or 480 man-hours, annually.

The City Council should be aware that some customers will receive higher water bills after the AMR meters are installed. This is because the existing water meters have aged, and are under-recording the amount of water used by customers by up to 10%. This issue will be corrected and some water bills could increase by up to 10%.

BACKGROUND: The AMR Project (Phase II) is a continuation of the Phase 1 Project which was completed in 2017. In Phase I, 2,020 AMR Meters were installed. In Phase II, an additional 410 will be installed. Phase I focused on residential accounts (meter sizes ¾" and 1"), whereas Phase II will focus on commercial and multi-residential accounts (meters sizes ¾" up to 2"). Phase II is needed to fully automate Meter Route C-2.

The AMR Upgrade Project has been designed, construction bids have been received, and the proposed Agreement is necessary to start construction. Construction is scheduled to begin in mid-November 2018 and be completed in March 2019.

On August 2, 2018, staff advertised the Notice Inviting Bids in the *Los Angeles Wave* newspaper. The project was also advertised in trade publication services such as the Ebidboard. On September 5, 2018, six bids were received and opened by the City Clerk in a public forum. The summary of the bids follows:

Bidder Name	Total
HYM Engineering, Inc.	\$412,965
T.E. Roberts, Inc.	\$416,150
W. A. Rasic Construction Company, Inc.	\$437,588
Williams Pipeline Contractors	\$462,100
Valverde Construction Inc.	\$465,990
Miramontes Construction Company, Inc.	\$541,452

HYM Engineering, Inc., (HYM Engineering) submitted the lowest responsible and responsive bid in the amount of \$412,965. The bid is within the range of the engineer's estimate of \$410,000.

Having been in existence as a utility construction contractor for over ten years, HYM Engineering exhibits the capability, capacity, and experience to perform the work required under the bid solicitation. Based in Buena Park, HYM Engineering has successfully completed similar projects in the cities of Norwalk, Anaheim, and Buena Park.

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), this project is categorically exempt under Title 14 of the California Code of Regulations, Section 15301, Class 1(b) exemption for replacement for public utility services.

It is noted that the replacement of larger meters, sizes varying from 3" up to 8" consisting of mostly low demand fire services are not included as part of Phase 2 and planned to be implemented in the future. The reason is the estimated cost of the additional work is over \$725,000, which exceeds the project budget.

- ATTACHMENTS:**
- A. Proposed Agreement
 - B. Bid Schedule
 - C. Location Map
 - D. Notice of Exemption

AA:lc

AGREEMENT

**AUTOMATIC WATER METER (AMR) UPGRADE – PHASE 2
CITY PROJECT NO. 573-WTR**

THIS AGREEMENT for **CONSTRUCTION OF THE AUTOMATIC WATER METER (AMR) UPGRADE – PHASE 2, CITY PROJECT NO. 573-WTR** ("Agreement"), is made and entered into by and between the City of South Gate, a municipal corporation ("Owner"), and HYM Engineering, Inc., a California corporation ("Contractor"), on October 9, 2018.

The Owner and the Contractor mutually agree as follows:

ARTICLE I

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees with Owner to perform and complete in good and workmanlike manner all work required by the Contract Documents for City **Contract No. _____**, which involves the following project:

**AUTOMATIC WATER METER (AMR) UPGRADE – PHASE 2
CITY PROJECT NO. 573-WTR**

Said work shall be performed in accordance with the Plans, Specifications, and other Contract Documents, all of which are referenced in Article III hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefore, except such labor, materials, equipment and services as are specified in the Contract Documents to be furnished by Owner.

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, Owner shall pay Contractor, in full compensation therefore, the contract sum of Four Hundred Twelve Thousand Nine Hundred Sixty-Four Dollars and Ninety Cents (\$412,964.90) set forth in the Bid Schedule(s) that are included among the Contract Documents. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. Owner shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III

CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are enumerated as follows: the Notice Inviting Bids, the Instructions to Bidders, the Accepted Proposal, the Bid Schedule(s), the List of Subcontractors, Contractor's Industrial Safety Record, the Contractors Qualification Statement, the Bid Security Forms for Check or Bond, this Agreement Worker's Compensation Insurance Certificate, the Performance Bond, the Payment Bond, the Non-Collusion Affidavit, the Specifications, and Special Provisions and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner, all of which are referred to as the Contract Documents. These form the entire "Contract", and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE IV

INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend (with counsel selected by the City of South Gate), the City of South Gate and its affiliated entities, its officers, employees, consultants and sub-consultants, their respective officers, agents, employees (collectively the "Indemnified Parties"), from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury, death arising out of or connected with the Contractor's obligation to indemnify, defend and save harmless the "Indemnified Parties" as stated hereinabove including, but not be limited to, paying all legal fees and costs incurred in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT AND THE OTHER CONTRACT DOCUMENTS.

ARTICLE V

EFFECTIVE DATE

This Agreement shall become effective and commence as of the date set forth below on which the last of the parties, whether Owner or Contractor, executes said Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized.

CITY OF SOUTH GATE:


By: _____
María Belén Bernal, Mayor

Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

HYM ENGINEERING INC., a California Corporation

By: _____
Abraham Jeon

Title: President

Dated: _____

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 AND 1861.

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

DATED: _____

HYM ENGINEERING INC.
CONTRACTOR

By: _____
Abraham Jeon

President
Title

ATTEST:

By: _____
Signature

Title

INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS

The following requirements must be met when submitting insurance certificates to the City of South Gate in connection with Public Works and other projects:

1. The insurance certificate must be issued to the City of South Gate, 8650 California Avenue, South Gate, CA 90280, attention of the City Engineer.
2. The City of South Gate, South Gate Redevelopment Agency, South Gate Housing Authority, and their officers, employees, elected officials, and agents must be shown as additional insured per ISO CG 20 10 11 85, and separate endorsement signed by an authorized representative of the insurance company is required.
3. The City has the right to request a copy of complete insurance policy including all endorsements and certificates.
4. The Certificate must include cross liability coverage either included in the Commercial General Liability coverage, and so indicate on the face of the Certificate under that heading or by separate endorsement.
5. The Certificate should also indicate that the insurance covers “All Operations” or should specify the particular services to be provided.
6. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Course of Construction insurance covering for “all risks” of loss. Earthquake and flood insurance is not required to be furnished by the Contractor.

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project which is the subject of this Agreement and the location where work thereunder is to be performed, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project that is the subject of this Agreement.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insurers with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.
2. For any claims related to the project that is the subject of this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, or modified, by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insurers under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Indemnification

The Contractor shall indemnify, hold harmless and defend (with counsel selected by the City of South Gate), the City of South Gate, the City of South Gate Redevelopment Agency, the City of South Gate Housing Authority, their consultants and sub-consultants, and their respective officers, agents, and employees, from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, corporations or other entities furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or other entity, or property for damage, injury, death arising out of or connected with the Contractor's obligation to indemnify, defend and save harmless the City of South Gate, City of South Gate Redevelopment Agency, the City of South Gate Housing Authority, their consultants, sub-consultants, and other parties listed above, as stated hereinabove shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City of South Gate's choice in representing the City of South Gate, the City of South Gate Redevelopment Agency, the City of South Gate Housing Authority, consultants and sub-consultants in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.

**AUTOMATIC WATER METER (AMR) UPGRADE – PHASE 2
CITY PROJECT NO. 573-WTR**

**FAITHFUL PERFORMANCE BOND
100% OF CONTRACT AMOUNT**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of South Gate (“City” herein) has awarded to HYM Engineering, Inc., (“Contractor” herein) a Contract for: **CONSTRUCTION OF THE AUTOMATIC WATER METER (AMR) UPGRADE – PHASE 2, CITY PROJECT NO. 573-WTR** ; and

WHEREAS, said Contract is incorporated herein by this reference; and

WHEREAS, said Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, Contractor and _____ as Surety, are held and firmly bound unto the City in the penal sum of Four Hundred Twelve Thousand Nine Hundred Sixty-Four Dollars and Ninety Cents (\$412,964.90) lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys’ fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, the work to be performed thereunder, or the specifications that accompany the Contract shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract, the work, or the specifications.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

**CONTRACTOR:
HYM ENGINEERING, INC.**

By: _____
Abraham Jeon

Title: _____
President

6380 Roland Street
Buena Park, CA 90621
(Type address of Contractor)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

**AUTOMATIC WATER METER (AMR) UPGRADE – PHASE 2
CITY PROJECT NO. 573-WTR**

100% PAYMENT BOND

WHEREAS, the City of South Gate, South Gate, California (“City” herein), has awarded to HYM Engineering, Inc., (“Contractor” herein) a Contract for the work described as follows:

**AUTOMATIC WATER METER (AMR) UPGRADE – PHASE 2
CITY PROJECT NO. 573-WTR**

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material suppliers and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of Four Hundred Twelve Thousand Nine Hundred Sixty-Four Dollars and Ninety Cents (\$412,964.90) for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 9100(a), or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. If suit is brought upon this bond, the said Surety will pay a reasonable attorney’s fee to the plaintiff(s) and the City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100(a) as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Contractor and Surety on _____, 2018.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

**CONTRACTOR:
HYM ENGINEERING, INC.**

By: _____
Abraham Jeon

Title: _____
President

6380 Roland Street
Buena Park, CA 90621
(Type address of Contractor)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

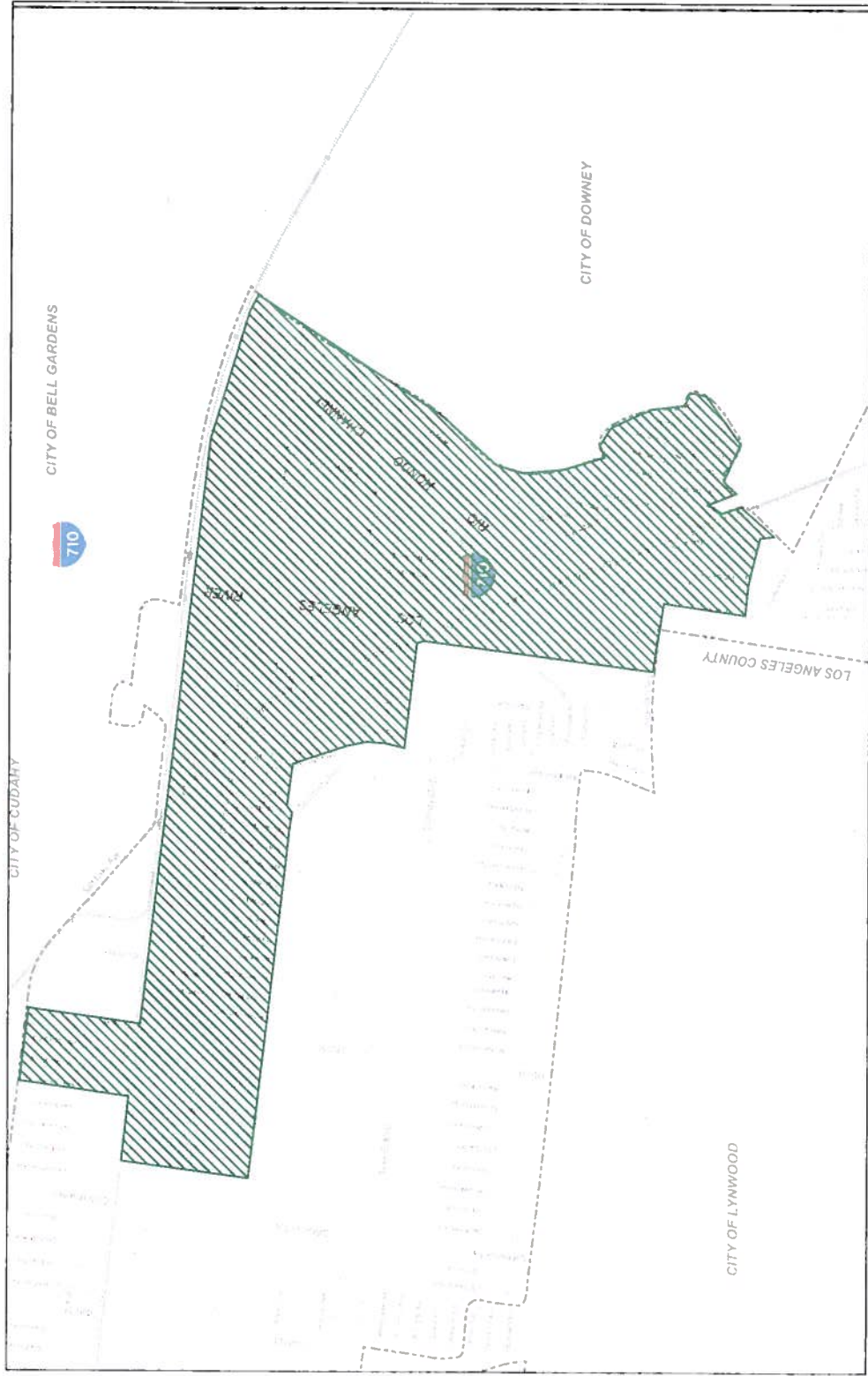
AUTOMATIC WATER METER (AMR) UPGRADE - PHASE 2, CITY PROJECT NO. 573-WTR

Item No.	Description	Quantity	Unit	HYM Engineering, Inc.		T. E. Roberts, Inc.		W. A. Rasic, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Replace existing meters and furnish and install new 1/4 inch and 1 inch AMR meter and transmitter complete.	90	EA	\$607.44	\$54,669.60	\$490.00	\$44,100.00	\$510.00	\$45,900.00
2	Replace existing meters and furnish and install new 1 1/2 inch AMR meter and transmitter complete.	90	EA	\$881.34	\$79,320.60	\$960.00	\$86,400.00	\$965.00	\$86,850.00
3	Replace existing meters and furnish and install new 2 inch AMR meter and transmitter complete.	230	EA	\$1,096.03	\$252,086.90	\$1,225.00	\$281,750.00	\$1,263.00	\$290,490.00
4	Replace Customer side connector up to 2-foot of piping for 1/2" and 1" meters.	10	EA	\$1,207.44	\$12,074.40	\$190.00	\$1,900.00	\$699.80	\$6,998.00
5	Replace Customer side connector up to 2-foot of piping for 1-1/2" and 2" meters.	10	EA	\$1,481.34	\$14,813.40	\$200.00	\$2,000.00	\$735.00	\$7,350.00
Total Bid (Items 1 and 5)					\$412,964.90		\$416,150.00		\$437,566.00
Rank					1		2		3

Item No.	Description	Quantity	Unit	Williams Pipeline, Inc.		Valverde		Miramontes Const, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Replace existing meters and furnish and install new 1/4 inch and 1 inch AMR meter and transmitter complete.	90	EA	\$560.00	\$50,400.00	\$626.00	\$56,340.00	\$725.00	\$65,250.00
2	Replace existing meters and furnish and install new 1 1/2 inch AMR meter and transmitter complete.	90	EA	\$930.00	\$83,700.00	\$984.00	\$88,560.00	\$1,125.00	\$101,250.00
3	Replace existing meters and furnish and install new 2 inch AMR meter and transmitter complete.	230	EA	\$1,300.00	\$299,000.00	\$1,250.00	\$287,500.00	\$1,525.00	\$350,750.00
4	Replace Customer side connector up to 2-foot of piping for 1/2" and 1" meters.	10	EA	\$1,400.00	\$14,000.00	\$1,568.00	\$15,680.00	\$520.00	\$5,200.00
5	Replace Customer side connector up to 2-foot of piping for 1-1/2" and 2" meters.	10	EA	\$1,500.00	\$15,000.00	\$1,791.00	\$17,910.00	\$1,900.00	\$19,000.00
Total Bid (Items 1 and 5)					\$462,100.00		\$465,990.00		\$541,450.00
Rank					4		5		6

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Vicinity Map for Cycle C-2 Project



Location Map

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
County Clerk
County of: Los Angeles
12400 E. Imperial Hwy
Norwalk, CA 90650

From: (Public Agency): City of South Gate
Public Works Department
8650 California Avenue, South Gate, CA 90280-3075
(Address)

Project Title: Automatic Water Meter (AMR) Upgrade - Phase 2, City Project No. 573-WTR

Project Applicant: City of South Gate

Project Location - Specific:
City Wide

Project Location - City: South Gate Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:
The work consists of replacing approximately 410 existing water meters of sizes 3/4" through 2" with Automatic Meter Reading meters in Meter Cycle 2.

Name of Public Agency Approving Project: City of South Gate

Name of Person or Agency Carrying Out Project: City of South Gate

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
Declared Emergency (Sec. 21080(b)(3); 15269(a));
Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
[X] Categorical Exemption. State type and section number: Section 15301 Class 1 (b)
Statutory Exemptions. State code number:

Reasons why project is exempt:
Replacement of existing water meters

Lead Agency
Contact Person: Ana Ananda Area Code/Telephone/Extension: 323 563 5769

If filed by applicant:

- 1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: Date: Title: Director of Public Works

[X] Signed by Lead Agency [] Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR:

RECEIVED

OCT 1 2018

City of South Gate
CITY COUNCIL

Item No. 9

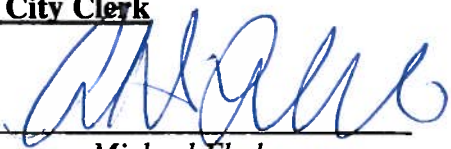
CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

3:50pm

For the Regular Meeting of: October 9, 2018
Originating Department: Office of the City Clerk

City Clerk: 
Carmen Avalos

City Manager: 
Michael Flad

SUBJECT: APPROVAL OF CITY COUNCIL MEETING MINUTES.

PURPOSE: To historically preserve the events of the City Council Meetings.

RECOMMENDED ACTION:

Approve the Special and Regular Meeting minutes of September 25, 2018; and

FISCAL IMPACT: None.

ANALYSIS: The minutes are provided to the City Council on the Wednesday prior to their regular business meeting. Amendments should be provided to the City Clerk's Office within 24 hours of a City Council Meeting so that verification of the record and corrections are made accordingly. A revised document will be provided to the City Council prior to the Meeting.

BACKGROUND: The minutes typically describe the events of the meeting and may include a list of attendees, a statement of the issues considered by the participants, and related responses or decisions for the issues.

ATTACHMENTS: City Council Minutes

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, SEPTEMBER 25, 2018**

CALL TO ORDER Mayor María Belén Bernal called a Special City Council meeting to order at 5:30 p.m.

ROLL CALL Sonia Guerrero, Recording Secretary

PRESENT Mayor María Belén Bernal, Vice Mayor Jorge Morales, , Council Member Denise Diaz, Council Member Maria Davila and Council Member Al Rios; Director of Community Development Joe Perez, City Attorney Raul Salinas

LATE City Clerk Carmen Avalos arrived at the dais at 5:32 p.m.

ABSENT City Manager Michael Flad (Joe Perez, Director of Community Development in for Mr. Flad), City Treasurer Gregory Martinez

CLOSED SESSION The Council Members recessed into Closed Session at 5:36 p.m. and reconvened at 6:35 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION
Pursuant to Government Code Section 54956.9(a), 54954.9(b)(3)(C)

a. Jose Jesus Barragan v. City of South Gate

For Item 1 the issue has been referred to ICRMA for proper handling. The City Council received a report on the settlement demand. The settlement demand is being handled by the risk management pool and no further action is required.

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Pursuant to Government Code Section 54956.9(c)

One (1) - Potential Case

For Item 2 the City Council received a report and guidance was provided. Upon conclusion of this report the City Council did not take any formal action. The City Attorney did not participate on this matter.

SPECIAL CITY COUNCIL MEETING MINUTES OF SEPTEMBER 25, 2018

3. CONFERENCE WITH LEGAL COUNSEL - REAL PROPERTY NEGOTIATIONS

Pursuant to Government Code Section 54956.8

Property APN: 6204-025-039
Property Address: 9019 Long Beach Boulevard, South Gate, CA 90280
City Negotiator: Michael Flad, City Manager
Negotiating with: Jon Ungvari Co. Trust
Under Negotiation: Terms of Purchase

Property APN: 6216-032-900
Property Address: 4909 Mason St., South Gate, CA 90280
City Negotiator: Michael Flad, City Manager
Negotiating with: TBD
Under Negotiation: Terms of Sale

For Item 3 the City Council received a report regarding the sale of the property. Upon conclusion of this report no further action was taken.

ADJOURNMENT

Council Member Davila unanimously motioned to adjourn the meeting at 6:38 p.m. and seconded by Mayor Bernal.

PASSED and **APPROVED** this 9th day of October, 2018.

ATTEST:

María Belén Bernal, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, SEPTEMBER 25, 2018**

CALL TO ORDER Mayor María Belén Bernal called a Regular City Council meeting to order at 6:40 p.m.

INVOCATION Randall Davis, Chief of Police

PLEDGE OF ALLEGIANCE Al Rios, City Council Member

ROLL CALL Carmen Avalos, City Clerk

PRESENT Mayor María Belén Bernal, Vice Mayor Jorge Morales, Council Member Denise Diaz, Council Member Maria Davila, and Council Member Al Rios; City Treasurer Greg Martinez, Director of Community Development Joe Perez, City Attorney Raul Salinas

ABSENT City Manager Michael Flad (Joe Perez, Director of Community Development in for Mr. Flad)

1
PROCLAMATIONS The City Council issued a Proclamation declaring the month of October 2018 as National Breast Cancer Awareness Month.

DEVIATE FROM THE AGENDA At this time, there being no objections, Mayor Bernal stated that item 5 would be considered out of its regular agenda order.

5
YOUTH EMPLOYMENT The City Council unanimously received and filed an update report on the results of the 2018 Summer Youth Employment and Job Training Programs by motion of Mayor Bernal and seconded by Council Member Davila.

2
APPOINTMENTS The City Council unanimously made appointments to the Citizens Advisory Committee to fill vacancies; the appointments were ratified by a majority vote of the City Council by motion of Council Member Davila and seconded by Council Member Rios.

Council Member Diaz appointed Arely Garcia, Lea Hernandez and Yodit Glaze, Vice Mayor Morales appointed Candice Esquivel, and Mayor Bernal appointed Jovanna Cortez.

REGULAR CITY COUNCIL MEETING MINUTES OF SEPTEMBER 25, 2018

COMMENTS FROM THE AUDIENCE

Helan Jullian, Thunderbird Villa stated her concerns with South Gate's public transportation services.

Nick Godoy, 8611 San Gabriel Avenue complained about Police Department lack of traffic law adherence and parking issues on his street.

Fernando Madrigal, Alta Med Representative will have a free flu shot clinic on October 11th from 10 am to 2 pm at the Astro Aluminum plant and are looking into providing the same service at Family Day in the Park.

Janet Torres, 10311 San Juan Avenue stated that the Chamber of Commerce will be having a Family Night out for the Dragon Flame Restaurant on September 29th and a seminar on apartment laws and regulations also on September 29th. She also mentioned that one of their members Reverend Doctor John Lewis passed away and wanted to recognize his works.

Adolfo Varas, 3375 Wisconsin Avenue is accepting applications for his annual turkey drive. He also feels that there needs to be more acknowledgment and support for the LGBT community in South Gate.

COMMENTS FROM STAFF

Randy Davis, Chief of Police said that the Los Angeles County Fair has ended and we had several organization at the Pink Patch booth selling merchandise that the proceeds will go to the City of Hope.

Raul Salinas, City Attorney explained the Brown Act and how it pertains to public comment and the restrictions placed upon the City Council's ability to respond.

Carmen Avalos, City Clerk stated that today was National Voter's Registration Day and the last day to register is October 22nd for the November election.

Council Member Diaz attended the Movie on the River Bed Event and the Hub Cities Committee Meeting.

Council Member Rios attended the League of California Cities and highlighted what the City of Long Beach is doing. He also is a Gateway Cities representative and attended his first meeting.

Council Member Davila also attended the League of California Cities Conference.

REGULAR CITY COUNCIL MEETING MINUTES OF SEPTEMBER 25, 2018

COMMENTS FROM STAFF CONT'D

Vice Mayor Morales reported on the League of California Cities Conference.

Mayor Bernal also reported on the League of California Cities. She attended Greenspan's 90th anniversary with Council Member Davila and Council Member Rios. Earlier today, Mayor Bernal met with staff to discuss partner organizations and potential audits to ensure that all parties are upholding their part of the deal. She and the Chief visited Walmart and stated that she was expecting to see big cages with locks. She was pleasantly surprised when the manager informed them that they have implemented new strategies to safeguard their merchandise and is hiring more staff. It is true that if you want to go to the counter to buy formula for example we will have to ring a buzzer and an employee will come. They have increased security inside and outside the store.

CONSENT CALENDAR

Agenda Items 3, 6, 8 and 9 were unanimously approved by motion of Vice Mayor Morales and seconded by Council Member Davila.

3

WATER WELL

The City Council unanimously approved A, B, and C during consideration of the Consent Calendar.

- a. Received and filed a report on the final scope of work and cost for the design and construction support services on the Elizabeth Reservoir and Booster Pump Station at the Well No. 28 Site and new Well No. 29 at the Santa Fe Tank Site, City Project No. 494-WTR provided under Contract No. 2979 with Tetra Tech, Inc.;
- b. Approved Amendment No. 4 to Contract No. 2979 with Tetra Tech, Inc., extending the term of the contract by nine months through March 31, 2019, to provide the time necessary to prepare the project as-built plans; and
- c. Authorized the Mayor to execute Amendment No. 4 in a form acceptable to the City Attorney.

4

CHAMBER OF COMMERCE

The City Council unanimously approved A, B, and C by motion of Mayor Bernal and seconded by Council Member Davila.

- a. Approved Agreement (Contract No. 3476) with the South Gate Chamber of Commerce for community promotion activities for FY 2018/19 and FY 2019/20 in the amount of \$50,000 per year;

REGULAR CITY COUNCIL MEETING MINUTES OF SEPTEMBER 25, 2018

4 CHAMBER OF COMMERCE CONT'D

- b. Appropriated \$50,000 from the unassigned General Fund balance to account number 100-601-42-6308 (General Fund- Community Development- Civic Engagement) to fund the cost of this agreement; and
- c. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

6 FACILITIES

The City Council unanimously approved A, B, C, and D during consideration of the consent calendar.

- a. Approved Purchase Order with the Public Restroom Company for purchase, delivery and installation of a pre-manufactured restroom building to replace existing Restroom #5 at South Gate Park near the Walnut Avenue parking lot, in the budgeted amount of \$229,988.00;
- b. Authorized the Mayor to execute the Purchase Order in a form acceptable to the City Attorney;
- c. Authorized the Director of Parks & Recreation to execute all subsequent agreements and documents as required to complete the acquisition and installation of the restroom; and
- d. Approved a contingency of up to \$70,012.00 for inspections, site preparation and project management costs not to exceed the total budgeted amount of \$300,000.00.

7 POLICE

The City Council considered:

- a. Approving Purchase Order with Advanced Exercise for the purchase of fitness equipment for the South Gate Police Department Wellness Center in the total amount of \$58,731.02 as budgeted, which includes the delivery and installation of all purchased equipment; and
- b. Authorizing the Mayor to execute the proposal in a form acceptable to the City Attorney.

This item was removed from the agenda by Staff.

REGULAR CITY COUNCIL MEETING MINUTES OF SEPTEMBER 25, 2018

8

WATER MAIN

The City Council unanimously approved A and B during consideration of the Consent Calendar.

- a. Accepted the completion of construction, effective August 24, 2018, of the California Avenue Water Main Crossing at Firestone Boulevard, City Project No. 594-WTR, performed by Steven Doreck Equipment Rentals, Inc.; and
- b. Directed the City Clerk to file the Notice of Completion with Los Angeles County Recorder's Office.

9

MINUTES

The City Council unanimously approved A and B during consideration of the Consent Calendar.

- a. Approved the Special and Regular Meeting minutes of August 28, 2018; and
- b. Approved the Special and Regular Meeting minutes of September 11, 2018.

EXCUSED FROM ITEM 10

At this time, Council Member Diaz, was excused from participating on item 10 and departed from the Council Chambers.

10

**TWEEDY MILE
ADVISORY BOARD**

The City Council approved the appointment of Melissa Alvarado to the Tweedy Mile Advisory Board by motion of Council Member Rios and seconded by Council Member Davila. The City Council decided to bring this item back to the next City Council meeting. Each Council Member will choose a possible appointee and then by random draw one member will be selected to serve as the 5th member of the Tweedy Mile Advisory Board.

ROLL CALL: Mayor Bernal, yes; Vice Mayor Morales, yes; Council Member Diaz, absent; Council Member Rios, yes; Council Member Davila, yes.

- a. City Council Member Rios appointed one person to the Tweedy Mile Advisory Board;
- b. Select a process to appoint the fifth member to the Tweedy Mile Advisory Board; and
- c. Using the selected process, appoint the fifth member to the Tweedy Mile Advisory Board.

REGULAR CITY COUNCIL MEETING MINUTES OF SEPTEMBER 25, 2018

11

BUDGET

The City Council approved the appointment of Mayor Bernal, Council Member Rios, City Treasurer Martinez and Jackie Acosta, Director of Administrative Services to the Budget Subcommittee by motion of Council Member Davila and seconded by Vice Mayor Morales. The meeting schedule will be determined at the first official meeting of the subcommittee.

- a. Established a Budget Subcommittee
- b. Made appointments to the Budget Subcommittee
- c. Set a meeting schedule for the Budget Subcommittee

12

HOMELESS SERVICES

The City Council unanimously authorized the City Manager or his designee to provide on-going updates to Neighborhood Watch Captains/Co-Captains in the Hollydale area concerning the potential development of County-owned property located at 11269 Garfield Avenue (American Legion Site) in the City of Downey by motion of Mayor Bernal and seconded by Council Member Davila.

13

TRANSIT

The City Council unanimously received and filed the presentation and report on the West Santa Ana Branch Transit Corridor by motion of Mayor Bernal and seconded by Council Member Rios.

14

WARRANTS

The City Council unanimously approved the Warrants and Cancellations for September 25, 2018 by motion of Council Member Davila and seconded by Council Member Rios.

Total of Checks:	\$3,052,106.31
Voids:	(\$ 72,243.42)
Total of Payroll Deductions:	<u>\$ 391,110.11</u>
Grand Total:	\$2,588,752.78

Cancellations: 77762, 79106, 79229

REGULAR CITY COUNCIL MEETING MINUTES OF SEPTEMBER 25, 2018

ADJOURNMENT Mayor Bernal unanimously motioned to adjourn the meeting at 8:57 p.m. and seconded by Council Member Davila.

PASSED and **APPROVED** this 9th day of October, 2018.

ATTEST:

María Belén Bernal, Mayor

Carmen Avalos, City Clerk

RECEIVED

OCT 1 2018

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER
3:50pm

AGENDA BILL

For the Regular Meeting of: October 9, 2018

Originating Department: Community Development

Department Director:

Joe Perez
Joe Perez

City Manager:

Michael Flad
Michael Flad

SUBJECT: LETTER OPPOSING PROPOSED HOMELESS HOUSING DEVELOPMENT AT AMERICAN LEGION SITE IN THE CITY OF DOWNEY (11269 GARFIELD AVENUE)

PURPOSE: To consider approving a letter to the City of Downey and Los Angeles County Supervisors Janice Hahn and Hilda L. Solis stating the City of South Gate’s opposition to the proposed homeless housing development at the County-owned property located at 11269 Garfield Avenue (Property) in the City of Downey. The letter is intended to preserve and enhance the quality of life for South Gate residents that are in close proximity to the Property.

RECOMMENDED ACTIONS:

- a. Authorize the Mayor to execute a letter stating the South Gate City Council’s opposition to the proposed homeless housing development at the County-owned property located at 11269 Garfield Avenue in the City of Downey (American Legion Site); and
- b. Direct the City Manager or his designee to send this letter of opposition to the City of Downey and Los Angeles County Supervisors Janice Hahn and Hilda L. Solis.

FISCAL IMPACT: None.

ANALYSIS: The Los Angeles County owns a 2.2 acre property at 11269 Garfield Avenue, located at the northwest corner of Garfield Avenue and Gardendale Street within the City of Downey. This property is on the border of Downey and the Hollydale community of South Gate. The site contains a vacant field, a parking lot and 6,840 square foot building. The Los Angeles County (County) leases the property to the American Legion Hollydale Post #723.

The City of Downey and the County are in the preliminary stage of developing this Property, with both having entered into a Memorandum of Understanding (MOU) regarding the exploration of an affordable housing project at the site. The MOU calls for a collaborative effort between Downey and the County in preparing a Request for Proposals from the development community for a possible supportive housing development for homeless and low-to-moderate income veterans.

Several South Gate residents from the Hollydale community have expressed concerns about the potential impacts such a development could have on their neighborhood. These concerns have

been communicated to the City in numerous e-mails and phone calls, as well as at two very well-attended community meetings at the American Legion site on August 15, 2018, and at the South Gate Municipal Auditorium on September 6, 2018. The same concerns communicated by South Gate residents have, in turn, been expressed by individual South Gate City Council Members and staff to the offices of Los Angeles County Supervisors Hilda Solis (District No. 1) and Janice Hahn (District No. 4), and Downey City Council Members.

The South Gate City Council has the option of formally opposing the proposed homeless housing development at the Property. Attached is a proposed letter that states the City Council's opposition to the proposed project and urges the County and City of Downey to: consider other land uses at the Property that are compatible with the surrounding neighborhood; consider constructing the proposed homeless housing development on other County-owned property in Downey that is appropriately located for such a use (e.g. Rancho Los Amigos campus); and discuss the possible purchase and annexation of the Property by the City of South Gate.

ATTACHMENT: Draft Letter of Opposition

October 9, 2018

Subject: *South Gate Opposition to Proposed Homeless Development at American Legion Site (11269 Garfield Avenue, Downey, CA)*

Honorable _____:

On behalf of the South Gate City Council, I write to express our strong opposition to the proposed homeless housing development at the County-owned property located at 11269 Garfield Avenue (Property). While located within the City of Downey, the 2.2-acre Property is situated on the border of the City of South Gate and adjacent to a stable single-family neighborhood. Over the last few months, the City Council and numerous residents of South Gate have expressed our significant concerns about this proposed project to you and your staff.

The City of South Gate recognizes the need for affordable housing, as well as each local government's responsibility to do its part in addressing the challenge of homelessness. As a result, South Gate has recently taken decisive and substantive action by approving a permanent, supportive housing development for homeless individuals, with a particular emphasis on veterans. Unlike the County's Property, the site selected for our approved housing development, within South Gate is appropriately situated on a major boulevard and complies with South Gate's zoning code and general plan. It important to note that the proposed homeless housing development at the County-owned Property is not an allowed use under Downey's current zoning/specific plan or general plan.

We clearly support efforts to provide housing for homeless individuals, however do not believe that the County Property proposed for this new housing development is the best site for this use, especially given the availability of County-owned property within Downey that is vastly better suited for this use. An example of such property is the expansive Rancho Los Amigos south campus, which contains over 74 acres of underutilized land and is currently being evaluated for development.

We, therefore, urge you to please redirect your current efforts to explore a homeless housing development at the County-owned Property and, instead, consider other land uses for the Property that will benefit both your current and past constituents of the City of Downey and City of South Gate. In addition, we request that you select a land use that is compatible with the surrounding schools and residential neighborhood. Alternative uses that would complement and

be embraced by the surrounding community include a public library and the continued use as an American Legion Hall that serves local veterans.

The City Council is committed to protecting and enhancing the quality of life of South Gate residents and, as such, is determined to ensure that the future use of the Property is compatible with the surrounding neighborhood. In light of this, we are prepared to discuss with the County and the City of Downey alternative uses as well as the possible purchase and annexation of the Property by the City of South Gate.

Thank you for your consideration and we look forward to your response. If you have any questions, please feel free to contact Director of Community Development Joe Perez at (323) 563-9566.

Sincerely,

María Belén Bernal
Mayor

cc: Honorable Supervisor _____, _____ District
Mayor Sean Ashton, City of Downey
City Manager Gilbert Olivas, City of Downey

RECEIVED

City of South Gate
CITY COUNCIL

Item No. 11

OCT 3 2018

AGENDA BILL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

2:00pm

For the Regular Meeting of: October 9, 2018
Originating Department: Community Development

Department Director: _____

Joe Perez
Joe Perez

City Manager: _____

Michael Flad
Michael Flad

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF LOS ANGELES FOR THE REFURBISHMENT OF HOLLYDALE LIBRARY AND PROVISION OF SUNDAY SERVICES AT LELAND R. WEAVER LIBRARY SERVICES

PURPOSE: To approve a Memorandum of Understanding with the County of Los Angeles providing for a one-time, \$25,000 City contribution for building improvements at the Hollydale Library located at 12000 South Garfield Avenue, and on-going City contributions for Sunday services at the Leland R. Weaver Library located at 4035 Tweedy Boulevard.

RECOMMENDED ACTIONS:

- a. Approve Memorandum of Understanding (MOU) with the County of Los Angeles providing for a one-time, \$25,000 City contribution for building improvements at Hollydale Library and including a provision for on-going Sunday services at Leland R. Weaver Library;
- b. Appropriate \$25,000 from the unassigned Urban Development Action Grant (UDAG) fund balance to account number 262-603-41-9100 (Facility Improvements), to fund the cost of this MOU; and
- c. Authorize the Mayor to execute the MOU in a form acceptable to the City Attorney.

FISCAL IMPACT: Funds were not included in the Fiscal Year 2018/19 budget for this item; therefore if the City Council approves this MOU, funds, in the amount of \$25,000, will need to be appropriated from the unassigned Urban Development Action Grant fund balance. The current balance of the unassigned UDAG fund balance is \$462,516. In addition, PWS World Headquarters (PWS), the owner of the property at which Hollydale Library is located, has already contributed to the refurbishment project by providing the Hollydale Library three free months of rent, and the County is agreeing to contribute a minimum of \$25,000 up to the total costs of the Hollydale Library improvements.

PA/MS

Since 2015, the City has been paying for the County to provide four hours of Sunday services from 1 pm to 5 pm at Leland R. Weaver Library. Funds, in the amount of \$101,252, were included in the Fiscal Year 2018/19 budget to fund the annual cost for Sunday services in account number 100-150-44-6101 (Community Promotion).

ALIGNMENT WITH COUNCIL GOALS: The proposed MOU meets the City Council's goals of protecting strong and sustainable neighborhoods, and encouraging economic development. The refurbishment of the Hollydale Library and continued additional Sunday services at Leland R. Weaver Library will encourage additional library usage by residents of all ages, thereby, enhancing the quality of life of residents and supporting workforce development.

ANALYSIS: For several months, the City has been working on an agreement with the County to make building improvements at the Hollydale Library. During these discussions, the County requested that an agreement for the Hollydale improvements also memorialize an existing funding arrangement whereby the City contributes funds for expanded hours (i.e. four hours on Sundays) at Leland R. Weaver Library. The proposed MOU addresses both the Hollydale Library improvements and the Sunday services at Leland R. Weaver Library.

The proposed MOU is scheduled for approval by the Los Angeles County Board of Supervisors (Board) by the end of October 2018. The MOU will be effective until June 30, 2038, unless terminated by either party with a 120 day notice.

Hollydale Library – Building Improvements

The proposed MOU allows for the City to make a one-time contribution of \$25,000 to refurbish Hollydale Library. The total estimated cost for the improvements is \$207,550. Notable improvements include:

- Two new circulation desks, and two self check-out stations.
- Eight public use computers and furniture.
- New carpeting.
- New interior LED lighting.
- New backlit, exterior signage along Garfield Avenue.
- Paint all interior walls.
- Refurbish furniture in teen area and provide new furniture in children's area.
- New digital display near east exit.

Provided below is a summary of key provisions in the proposed MOU regarding the Hollydale Library improvements:

- The City will contribute \$25,000 toward actual construction costs for the Hollydale Library improvements.
- The County will contribute a minimum of \$25,000 up to the total costs of the Hollydale Library improvements.
- The County will serve as the Project Manager, and will be responsible at its sole cost for constructing the Hollydale Library improvements.
- The County will complete the Hollydale refurbishment project by May 2019, or a date mutually agreed to by both the City and County.

Leland R. Weaver Library – Sunday Services

Since 2015, the City has been paying for the County to provide four hours of Sunday services from 1 pm to 5 pm at Leland R. Weaver Library. The City's FY 2018/19 Budget includes \$101,252 to cover the annual cost for Sunday services. The following are notable provisions in the MOU concerning the provision of Sunday Services:

- The County will continue to provide Sunday library services (four hours), at the Leland R. Weaver Library.
- The City will continue to reimburse the County on a quarterly basis for all costs incurred for Sunday services.
- The City can cancel the reimbursement for Sunday services with a 30-day written notice.

BACKGROUND: In 2015, PWS purchased the property at 12000-12030 Garfield Avenue and began operating from one of the buildings in 2016. The property acquired by PWS also included space leased by the County for the Hollydale Library. At that time, the City provided PWS assistance in the form of permit fee waivers and expedited planning and plan check review/approvals to facilitate the relocation of their corporate offices and parts center from the City of Commerce to South Gate. In return, PWS agreed to several conditions, including designating South Gate as point of-sale for sales tax purposes, hiring locally and maintaining the Hollydale Library as a tenant and working with the City and County on upgrades for the Hollydale Library.

A new lease was entered into with PWS in 2016, which enabled Hollydale Library to continue operating at the location. The City, County and PWS discussed a cooperative effort that would involve the City and PWS each contributing approximately \$25,000 and the County providing a minimum of \$25,000 for Hollydale Library improvements. The South Gate City Council directed staff to negotiate a scope of work with the County for Hollydale improvements and use UDAG funds to cover the City's \$25,000 contribution. PWS has covered its contribution by providing the Library with free rent for the first three months of the lease.

Following the approval of the MOU by the City and County, the County will commence the construction of the improvements and refurbishment of the Hollydale Library as provided in the MOU's scope of work.

ATTACHMENT: Proposed Memorandum of Understanding with Scope of Work



MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF LOS ANGELES

AND THE

CITY OF SOUTH GATE

FOR

**CITY CONTRIBUTION TO ON-SITE FACILITY IMPROVEMENTS
AND LIBRARY SERVICES**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF SOUTH GATE
FOR CITY CONTRIBUTION TO ON-SITE FACILITY IMPROVEMENTS
AND LIBRARY SERVICES**

This Memorandum of Understanding Agreement ("MOU") is made and entered into this _____ day of _____, 2018.

BY COUNTY OF LOS ANGELES, a body corporate and politic and a political subdivision of the State of California, hereinafter referred to as "County",

AND CITY OF SOUTH GATE, a municipal corporation, hereinafter referred to as "City".

RECITALS

WHEREAS, the County, by and through LA County Library, provides library services for residents of the City of South Gate through the Hollydale Library, located at 12000 South Garfield Avenue, and the Leland R. Weaver Library, located at 4035 Tweedy Boulevard, collectively "Libraries"; and

WHEREAS, the County collects a share of the City's property tax to fund library services for the residents of the City at the Libraries, including routine maintenance and repair of improvements; and

WHEREAS, the County and the City acknowledge that operating costs of the Libraries in the past fiscal year exceeded the amount collected by the County from the City's property taxes for the Libraries in such fiscal year; and

WHEREAS, the City desires to continue library services to its residents through the County Library System and is desirous of contributing towards on-site facility improvements to the Libraries and enhancement of basic library services provided by the County within their city; and

WHEREAS, on _____, 2018, the Los Angeles County Board of Supervisors (Board) delegated authority to the County Librarian to negotiate and execute an agreement with the City for contributions to on-site facility improvements and library services for the Libraries within the City; with contributions limited to the difference between the property taxes collected and the annual operating expenses for the prior year and on-site facility improvements limited to the cost of the improvement(s);

WHEREAS, on _____, 2018, the South Gate City Council approved the execution of this MOU;

NOW, THEREFORE, in consideration of the mutual promises, covenants and

conditions set forth herein the parties hereto agree as follows:

A. TERM

This MOU will be effective on the date this MOU is executed by the County and the City and will remain in force until June 30, 2038, unless sooner terminated by either party in accordance with Section K of this MOU.

B. SERVICE LEVELS

The current Service Levels at the Libraries are as follows:

Hollydale Library:

Full time staff consists of:

- One (1) Community Library Manager (Librarian II)
- One (1) Library Assistant I

Open five (5) days for 34 hours a week:

Tuesday and Wednesday	12:00 pm to 8:00 pm
Thursday	10:00 am to 6:00 pm
Friday and Saturday	12:00 pm to 5:00 pm

Leland R. Weaver Library

Full time staff consists of:

- One (1) Community Library Manager (Librarian IV)
- One (1) Adults Services Librarian (Librarian I)
- One (1) Children's Services Librarian (Librarian I)
- One (1) Library Assistant II
- One (1) Library Assistant I

Open six (6) days for 48 hours a week:

Tuesday and Wednesday	10:00 pm to 8:00 pm
Thursday	10:00 am to 6:00 pm
Friday and Saturday	9:00 am to 5:00 pm
Sunday	1:00 pm to 5:00 pm

The County provides reference services, public access Internet computers, WiFi and children's and young adult programming including regularly scheduled toddler and preschool storytimes.

The County conducts routine maintenance and repair of the Libraries, including custodial, landscaping, and technological systems (telephones, internet connections etc.). To the extent the City may elect to pay the County to perform minor on-site facility improvements to the Libraries, the County shall meet with

the City to establish the design/work plan, share quotes obtained from vendors, and coordinate and manage the work to be performed.

C. SERVICE LEVEL ADJUSTMENT

By signing this MOU, the City acknowledges that the County retains sole responsibility for adjusting the Service Levels at the Libraries. County agrees that minimum Service Levels at the Libraries will be based on the property tax collected and will give the City reasonable notice if the minimum Service Levels will be reduced below the current Service Levels described in Paragraph B above.

D. CONTRIBUTION

On an annual basis, within 180 days following the end of each fiscal year, the County will provide to the City a report of operating costs and property tax collected for the Libraries in such fiscal year. Attachment I hereto is the County's Fiscal Year 2016/17 report.

The City and the County shall meet, as needed, to discuss the City's contribution towards enhancement of library services within their city in any fiscal year, and any agreement between the City and the County regarding such contribution in any such fiscal year shall be memorialized in a written amendment to this MOU.

The City acknowledges that, as will be provided in any written amendment for any fiscal year, contributed funds shall be used towards the operating costs and/or enhancements for library services within their City, and the amount for operating costs will not exceed the difference between the property taxes collected and the annual operating expenses for the prior year and the amount for enhancements will not exceed the cost of the improvement.

Notwithstanding anything in this Paragraph D to the contrary, Attachment II hereto, together with the Refurbishment Scope of Work and Estimated Costs set forth in Schedule 1 attached thereto, identifies the terms of the City's contribution for Fiscal Year 2017/18 as 1) an amount not to exceed \$25,000 for the actual, hard cost of construction of the improvements and refurbishment of the Hollydale Library as provided therein and 2) in an amount to reimburse the County for the costs of providing Sunday services at the Leland R. Weaver Library.

Following the execution and delivery of this MOU, the County at its sole cost (subject to payment of the contribution from the City as set forth in said Schedule 1) will commence the construction of the improvements and refurbishment of the Hollydale Library as provided in the scope of work set forth in said Schedule 1, will in a diligent and timely manner prosecute this construction of the improvements and refurbishment of the Hollydale Library to completion, and will substantially complete said construction of the improvements and refurbishment of the Hollydale Library not later than May, 2019 or a date mutually agreed to by both the City and the County. Future contributions, if any, of the City towards the

construction of the improvements and refurbishment of the Hollydale Library will be memorialized in an amendment to this MOU.

This MOU shall not be construed to place any limitations on the City's ability to raise funds for contribution to enhance the Libraries or for enhancement of basic library services within the City, nor shall this MOU limit the right of the City or the County to apply for and receive grants or State bond proceeds for library purposes.

E. AMENDMENTS

No representative of either the County or the City is authorized to make changes to any of the terms, obligations or conditions of this MOU, except through procedures set forth in this Section E.

Except as otherwise provided in this MOU, for any change requested by either party which affects any term or condition included in this MOU, a negotiated written Amendment to the MOU shall be prepared and executed by the County's and City's authorized representative and shall be subject to the approval of County Counsel and the South Gate City Council, respectively.

F. NOTICES AND APPROVALS

All notices and approvals shall be directed to and made by the following representatives of the parties:

City Manager
City of South Gate
8650 California Avenue
South Gate, CA 90280

or such other place as may hereinafter be designated in writing to the County by the City. Notice served by mail upon the County shall be addressed to:

County Librarian
LA County Library
7400 E. Imperial Highway
Downey, California 90242

or such other place as may hereinafter be designated in writing to City by the County. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

G. SEVERABILITY

If any provision of this MOU, or the applicable thereof, is held to be invalid, that invalidity shall not affect other provisions or applications of the MOU that can be given effect without invalid provision or application, and to this end the provisions of the MOU are severable.

H. INDEMNITY

The City shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the City's acts and/or omissions arising from and/or relating to this MOU.

The County shall indemnify, defend and hold harmless the City, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this MOU.

I. GOVERNING LAW AND FORUM

This MOU shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this MOU shall be conducted in the courts of the County of Los Angeles State of California.

J. ENTIRE AGREEMENT

This MOU contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and City.

K. TERMINATION

Either party may unilaterally terminate this MOU for any reason upon giving not less than 120 days prior written notice to the other party specifying the effective date of such termination.

Notwithstanding the foregoing, neither party may give a written notice of termination of this MOU hereunder before the refurbishment of the Hollydale Library as provided in Schedule 1 to Attachment II hereto is substantially completed.

IN WITNESS WHEREOF, the City and the County have caused this MOU to be executed on the day, month and year first above written.

COUNTY OF LOS ANGELES

CITY OF SOUTH GATE

By: _____
Skye Patrick
County Librarian

By: _____
Maria Belen Bernal
Mayor


Attest:

Carmen Avalos
City Clerk

APPROVED AS TO FORM:

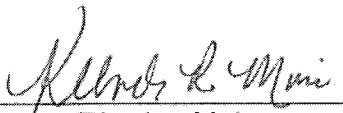
APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel



Raul F. Salinas
City Attorney

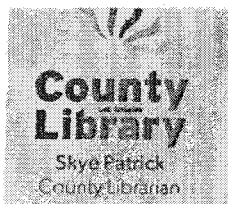
Date

By:  _____
Keever Rhodes Muir
Deputy County Counsel

9/18/18
Date

ATTACHMENT I

ANNUAL OPERATING REPORT FISCAL YEAR 2016/17



County of Los Angeles Public Library
7400 East Imperial Hwy., Downey, CA 90242 • (562) 940-8400 • calapublib.org



November 13, 2017

Michael Flad
City Manager
City of South Gate
8650 California Avenue
South Gate, CA 90280


Dear Mr. Flad:

The following information provides the cost for library service in your city as well as the collected property tax, special tax, and City contribution, if applicable. Please see the attached report for the Fiscal Year 2016-2017 cost of services detail.

Cost of Library Service	\$ 2,740,876
Revenue:	
• Property Tax Contribution	\$ 977,752
• Special Tax Contribution	-
• City Contribution	<u>98,088</u>
Total Contribution	<u>1,075,840</u>
Surplus / (Deficit)	<u>\$(1,665,036)</u>

As always, I will be happy to discuss any questions that you might have or provide additional information.

Very best,


Skye Patrick
County Library Director

SP:EB:fd

Enclosure

c: Supervisor Hilda L. Solis

Hilda Solis
1st District

Mark Ridley-Thomas
2nd District

COUNTY OF LOS ANGELES SUPERVISORS
Sheila Kuehl
3rd District

Janice Hahn
4th District

Kathryn Barger
5th District

**County of Los Angeles Public Library
Operating Statement
Fiscal Year 2016-2017**

Leland R. Weaver Library
4035 Tweedy Blvd., South Gate

*Cost Code: 523
Org Code: 41331*

Operating Costs	Actual
Salaries and Employee Benefits	\$821,311
Services and Supplies	
Books and Materials	90,577
Lease-Buildings	0
Maintenance-Buildings and Grounds	100,956
Facilities Special Jobs	0
Professional and Special Services	34,800
Insurance	4,476
Supplies and Miscellaneous Exp	18,120
Utilities	79,219
Facilities Services Operations	183,751
Regional Operations	76,753
Acquisitions and Cataloging	39,019
Integrated Library System	24,284
Information Services	47,317
Equipment and Technology	0
Sub-Total Operating Costs	\$1,520,583
Support Costs	
Administration	235,461
Information Technology Equipment and Services	100,104
Public Services Programs	77,541
Countywide Overhead Charge	29,473
Sub-Total Support Costs	442,579
Total Cost of Service	\$1,963,162

Operating Revenue \$31,883

Note:

**County of Los Angeles Public Library
Operating Statement
Fiscal Year 2016-2017**

Hollydale Library
12000 S. Garfield Ave., South Gate

*Cost Code: 517
Org Code: 41325*

Operating Costs	Actual
Salaries and Employee Benefits	\$306,469
Services and Supplies	
Books and Materials	70,272
Lease-Buildings	51,043
Maintenance-Buildings and Grounds	40,707
Facilities Special Jobs	0
Professional and Special Services	3,303
Insurance	486
Supplies and Miscellaneous Exp	5,402
Utilities	19,651
Facilities Services Operations	45,322
Regional Operations	28,640
Acquisitions and Cataloging	30,272
Integrated Library System	6,896
Information Services	8,090
Equipment and Technology	0
Sub-Total Operating Costs	\$616,553
Support Costs	
Administration	87,861
Information Technology Equipment and Services	33,368
Public Services Programs	28,934
Countywide Overhead Charge	10,998
Sub-Total Support Costs	161,161
Total Cost of Service	\$777,714

Operating Revenue \$4,414

Note:

ATTACHMENT II

CITY CONTRIBUTION – FISCAL YEAR 2017/18

I. Hollydale Library:

The County and the City agree that the Hollydale Library is in need of general improvements and refurbishment. In support of improvements and refurbishments to the Hollydale Library, being more particularly described in the Refurbishment Scope of Work and Estimated Costs attached hereto as Schedule 1 to this Attachment II, the City agrees to contribute \$25,000 toward the actual, hard costs of construction of said improvements and refurbishment of the Hollydale Library. The City's \$25,000 contribution shall be paid in lump sum to the County within 30 days following the commencement of construction of said improvements and refurbishment of the Hollydale Library. In addition, as a term of the County's lease renewal for the Hollydale Library, PWS World Headquarters, LLC, agreed to a Tenant Improvement Allowance of \$24,750, and the County shall be solely responsible for procuring said Tenant Improvement Allowance from PWS World Headquarters, LLC. The County agrees to contribute a minimum of \$25,000 up to the total costs of the improvements and refurbishments as set forth in Schedule 1.

If the County determines at any time that it is unable to fund the project beyond the \$25,000, the City and the County will meet to mutually agree to a revised scope of work.

The County and the City will meet, as needed, to revise the Refurbishment Scope of Work and Estimated Costs attached hereto for the Hollydale Library per mutually agreed change orders. As the Project Manager, the County will be responsible at its sole cost for constructing the improvements and refurbishment of the Hollydale Library as set forth in the Refurbishment Scope of Work and Estimated Costs attached hereto, subject to payment of the contribution of the City, and will provide the City with periodic progress reports during the course of construction.

Following the completion of construction of the improvements and refurbishment of the Hollydale Library as forth in the Refurbishment Scope of Work and Estimated Costs attached hereto, the County and the City will meet, as needed, to mutually agree on any City contribution for the Fiscal Year 2017/18 Operating Costs for the Libraries which shall be memorialized in a written amendment to this MOU.

II. Leland R. Weaver Library:

The County and the City agree to provide Sunday library services, 4 hours, at the Leland R. Weaver Library. The City agrees to reimburse the County for all costs incurred for Sunday service and the County agrees to invoice the City on a quarterly basis for this service.

The County can terminate Sunday service if the City fails to reimburse the County within 60 days of receipt of a valid invoice. The City agrees to provide the County with a 30-day written notice to cancel reimbursement of Sunday service.

**SCHEDULE 1 TO ATTACHMENT II
CITY CONTRIBUTION – FISCAL YEAR 2017/18**

HOLLYDALE LIBRARY			
Refurbishment Scope of Work & Estimated Costs			
Scope	Comments	Responsibility	Estimated Cost
Circulation Desk	Demo old, design and install new two-staff circulation desk, two self-check stations and 1 book return.	ISD: Circulation Desk A/E Design; Demo, Build and Install new desk. PL: ITS	\$ 50,000
Computers	Replace current reference desk with eight (8) public-use computers and furniture.	PL: Maintenance and ITS	\$ 26,000
Flooring	Carpeting to be replaced. VCT installation connecting both public entrances and splitting library areas. Cove base installation.	ISD: Haz. Mat. Abatement; Demo Carpet. PL: Maintenance-Install Carpet, VCT and Cove Base.	\$ 47,000
Data & Cabling	Move data cables above ceiling tiles to move PC area towards center of library. 2 OPACS will be added. Removal of 1 power pole.	ISD: Move Data Cabling and Power Pole. PL: Maintenance and ITS- Install OPACS.	\$ 6,000
Print Release	Install new Xerox printer. A staff printer will be installed in the staff workroom.	PL: ITS	\$ 7,250
Signage	Demo old, and install new backlit signage along Garfield Ave. Rear lot-brushed aluminum signage installation, no lighting.	ISD	\$ 20,000
Bookdrop	Exterior bookdrop to be repainted/stenciled.	PL: Maintenance	\$ 250
Interior Walls	Paint all interior (non-brick) walls; drywall and paint wood accent wall.	PL: Maintenance	\$ 2,250
Digital Message Board	Install digital display near East exit.	PL: Maintenance and ITS	\$ 6,000
Shelving-	Exchange blonde for re-stained walnut shelving.	PL: Maintenance	\$ 800
Scope	Comments	Responsibility	Estimated Cost
Lighting	Retrofit with LED and install new lighting diffusers.	PL: Maintenance	\$ 12,000
Ceiling	Paint existing ceiling tile with	PL: Maintenance	\$ 1,000

	acoustical paint.		
Furniture	Teen Area furniture to be reupholstered. Children's Area furniture to be purchased.	PL: Public Services	\$ 25,000
Staff Workroom	Paint walls and ceiling tiles; remove existing sink and install counter-top to support staff printer. Remove wall shelving and install staff desk at SE corner of workroom.	PL: Maintenance	\$ 4,000
Teen Area	Two shelving units to be removed to create open lounge space.	PL: Maintenance	
Children's Area	Remove one row of shelving to create open space.	PL: Maintenance	
		SUBTOTAL	\$ 207,550
	ALTERNATE ADDS		
MCR Room	Install Split System (HVAC)	ISD	\$ 20,000
Electrical Panel Upgrade	Upgrade to 200A Service; install lighting contactors.	ISD	\$ 20,000
		ALTERNATE ADDS TOTAL	\$ 40,000
		GRAND TOTAL	\$ 247,550

RECEIVED

OCT 1 2018

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

10:10am

AGENDA BILL

For the Regular Meeting of: **October 9, 2018**
Originating Department: **Administrative Services**

Department Director:

Jackie Acosta
Jackie Acosta

City Manager:

Michael Flad
Michael Flad

SUBJECT: REMAINING APPOINTMENT TO THE TWEEDY MILE ADVISORY BOARD

PURPOSE: To make the fifth and final appointment to the Tweedy Mile Advisory Board.

RECOMMENDED ACTION: Using the agreed-upon process, each City Council Member will recommend one person for appointment to the fifth seat on Tweedy Mile Advisory Board and then one of those persons will be selected through a random drawing.

FISCAL IMPACT: Re-establishing the Tweedy Mile Advisory Board (TMAB) will have minimal cost as the appointees will not receive a stipend or any pay, however, there will be some soft costs associated with staffing the board.

ANALYSIS: None.

BACKGROUND: With respect to the appointments to the Tweedy Mile Advisory Board, City Council Member Diaz has recused herself from participating on this issue because her parents own a business in the Tweedy Mile Parking and Business Improvement Area (TMPBIA). On September 11, 2018, the City Council made appointments to the TMAB, with the exception of City Council Member Rios. At the September 25, 2018, regularly scheduled City Council meeting, Council Member Rios made his appointment to the TMAB. Because of City Council Member Diaz’s recusal, an alternative method for selection of the fifth member needed to be determined. At the regularly scheduled City Council meeting on September 25, 2018, the City Council voted to select the fifth person through the following method – each City Council Member will nominate one person and from those four names, one will be selected through a random drawing.

The background on how the Tweedy Mile Parking and Business Improvement Area was created and the purpose and duties of the Tweedy Mile Advisory Board which was subsequently created follows.

On November 2, 1970, the Tweedy Mile Parking and Business Improvement Area (TMPBIA) was created with the adoption of Ordinance No. 1129 (Attachment No. 1). This Ordinance is codified in Sections 2.64.010 through 2.64.090 of Chapter 2.64 (Parking and Business Improvement Area Business License), of Title 2 (Licenses - Business Regulations), of the South Gate Municipal Code (SGMC) (Attachment No. 2). The way the TMPBIA works is that the City levies an additional business license tax on businesses located within the designated TMPBIA and then annually remits

those funds back to the Tweedy Mile Association (TMA). The SGMC states that the additional tax levy is equal to the general business license tax assessed as of January 1971, however, it is not to exceed \$400.00 per business (Attachment No. 3). The amount of the additional tax levy has not changed since 1971. The SGMC also states that the funds collected by the City, and remitted to the TMA, can be used for the following purposes only:

- a. Decoration of any public place in the area;
- b. Promotion of public events which are to take place on or in public places in the area;
- c. The general promotion of retail trade activities in the area.

Subsequent to the adoption of Ordinance No. 1129, on September 27, 2011, the City Council adopted Ordinance No. 2286 adding Sections 2.64.100 through 2.64.140 to Chapter 2.64 of the SGMC (Attachment No. 4), creating the Tweedy Mile Advisory Board.

The purpose of the TMAB was, "to make recommendations to the City Council on the expenditure of revenues derived from the levy assessments on proposed improvements and activities and on the method and basis of levying assessments."

The specific duties of the TMAB were set forth in Section 2.64.130 of the SGMC which states, "The duties of the Tweedy Mile Advisory Board are as follows:

1. The Tweedy Mile Advisory Board shall prepare an annual report specifying the expenses, services, activities, and programs to be funded by the assessment, in accordance of the requirements of Sections 36530 and 36533 of the California Streets and Highways Code. Upon approval of the annual report, the City Council shall follow the procedures set forth in Section 36534 of the California Streets and Highways Code for the conduct of a public hearing on the assessments for the fiscal year referred to in the annual report.
2. The Tweedy Mile Advisory Board will work together with City staff to consider new business, to evaluate whether or not proposed solutions are viable and cost-effective, and to submit from time to time recommendations to the City Council for review and approval.
3. To perform such duties and responsibilities as may be assigned by the City Council from time to time."

The SGMC further states that the advisory board shall be made up of five members, each appointed by a City Council Member, serving staggered three-year terms, and that the advisory board shall meet at least once per calendar year. Finally, the SGMC states that the City Manager, "shall assign staff to ensure the effective functioning of the advisory board."

In October 2011, the City Council Members made appointments to the TMAB (Attachment No. 5). The TMAB then held one meeting on April 24, 2012. The agenda for that meeting is attached (Attachment No. 6). Staff cannot find record of any additional meetings after April 24, 2012.

As additional background, a listing of the TMPBIA taxes collected and remitted to the TMA over the past several years is attached to this report (Attachment No. 7). The City also provides funding to the TMA through an annual allocation of CDBG (Community Development Block Grant) funds (Attachment No. 8). Additionally, the City provides staff and equipment for the following events: Tweedy Mile Street Fair, Azalea Classic Car Show, Posada and Dia de los Muertos event. The TMA pays the City \$30,000 for city services provided for the Tweedy Mile Street Fair, however, city

services provided for the other three events are provided at no cost to the TMA. Copies of the current Tweedy Mile Street Fair and Azalea Classic Car Show agreements are attached (Attachment Nos. 9 & 10).

- ATTACHMENTS:**
1. Ordinance No. 1129
 2. Chapter 2.64 of the South Gate Municipal Code
 3. Tweedy Mile Parking and Business Improvement Area assessments schedule
 4. Ordinance No. 2286
 5. Excerpt of minutes of the October 11, 2011 City Council meeting
 6. Agenda - Tweedy Mile Advisory Board meeting of April 24, 2012
 7. TMPBIA taxes collected and remitted to the TMA (FYs 2006/07 – 2018/19)
 8. Contract No. 3456 – CDBG funds (FY 2018/19)
 9. Contract No. 3302 – Street Fair Agreement (FYs 2016/17 – 2018/19)
 10. Contract No. 3262 – Car Show Agreement (12/1/16 – 12/1/19)

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ORDINANCE NO. 1129

AN ORDINANCE OF THE CITY OF SOUTH GATE,
CALIFORNIA, AMENDING THE MUNICIPAL CODE
OF SAID CITY, BY ADDING A NEW CHAPTER
2.64 "PARKING AND BUSINESS IMPROVEMENT
AREA BUSINESS LICENSE" TO TITLE 2
[LICENSES -- BUSINESS REGULATIONS] OF
SAID CODE; ESTABLISHING A PARKING AND
BUSINESS IMPROVEMENT AREA, SPECIFYING
THE INITIAL OR ADDITIONAL RATE OR LEVY
OF THE LICENSE TAX TO BE IMPOSED ON
BUSINESSES, AND SPECIFYING THE USES TO
WHICH THE REVENUE SHALL BE PUT.

The City Council of the City of South Gate, California, does
ordain as follows:

SECTION 1. That on July 27, 1970, the City Council of the
City of South Gate, California adopted Resolution No. 3049,
entitled:

"A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF SOUTH GATE, CALIFORNIA,
DECLARING ITS INTENTION TO ESTABLISH
A PARKING AND BUSINESS IMPROVEMENT
AREA, TO PROVIDE FOR THE LEVY OF AN
ADDITIONAL BUSINESS LICENSE TAX ON
BUSINESSES CONDUCTED WITHIN SUCH AREA,
DESCRIBING THE BOUNDARIES OF THE PRO-
POSED AREA, THE PROPOSED USES TO WHICH
THE PROPOSED REVENUE SHALL BE PUT, THE
INITIAL OR ADDITIONAL RATE OR LEVY OF
THE LICENSE TAX, FIXING THE TIME AND
PLACE OF A HEARING TO BE HELD BY THE

1 CITY COUNCIL TO CONSIDER THE ESTABLISH-
2 MENT OF SUCH AN AREA, AND DIRECTING THE
3 GIVING OF NOTICE OF SUCH HEARING."

4 That pursuant thereto a hearing was duly held by and before
5 said City Council on September 14, 1970, at 7:00 o'clock P.M., in
6 the Council Chambers of the South Gate City Hall, 8650 California
7 Avenue, concerning the formation of the Parking and Business Im-
8 provement Area therein described and proposed. That said hearing
9 was continued until September 28, 1970. That said City Council
10 did on the 28th day of September, 1970 adopt Resolution No. 3056,
11 amending the proposed uses to which the proposed revenue shall be
12 put and amending the proposed tax or additional rate or levy to
13 be imposed. That the description of the boundaries of such Area
14 are set forth in Section 2 of this Ordinance in Section 2.64.020
15 thereof.

16 That the businesses in the Area established by this Ordinance
17 shall be subject to the provisions of the tax or additional tax as
18 specified in Section 2 of this Ordinance. That the initial or
19 additional rate or levy, of the license tax to be imposed upon each
20 such business is specified in Section 2 of this Ordinance. That a
21 Parking and Business Improvement Area is hereby and by the adoption
22 of this Ordinance has been established. That the uses to which the
23 revenue shall be put shall be only those specified in Section 2 of
24 this Ordinance.

25 SECTION 2. That a new Chapter, to be known, numbered and
26 designated "CHAPTER 2.64 PARKING AND BUSINESS IMPROVEMENT AREA
27 BUSINESS LICENSE", shall be and the same is hereby added to Title
28 2 [LICENSES -- BUSINESS REGULATIONS] of the Municipal Code of the
29 City of South Gate, and which said new Chapter shall read as follows,
30 to wit:
31

32

1 CHAPTER 2.64

2 PARKING AND BUSINESS IMPROVEMENT AREA BUSINESS LICENSE

3 2.64.010 CREATION.

4 2.64.020 BOUNDARIES.

5 2.64.030 DELINEATION.

6 2.64.040 USES AND PURPOSE.

7 2.64.050 FUND CREATION -- SOURCE OF FUNDS -- PURPOSE.

8 2.64.060 RATE OF LEVY OF BUSINESSES.

9 2.64.070 PAYMENT OF TAX.

10 2.64.080 APPLICABILITY OF GENERAL BUSINESS LICENSE PROVISIONS.

11 2.64.090 PAYMENT PREREQUISITE TO LICENSE.

12
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14
15 2.64.010 CREATION. Pursuant to the Parking and Business
16 Improvement Act Law of 1965, being Part 5 of Division 18 of the
17 Streets and Highways Code of the State of California, Sections
18 36000 through 36081, there is hereby established a Parking and
19 Business Improvement Area Business License Area, which is herein-
20 after in this Chapter referred to simply as said Area.

21
22 2.64.020 BOUNDARIES. The boundaries of said Area are speci-
23 fically described as follows:

24 All that property in the City of South Gate, County
25 of Los Angeles, State of California, bounded and described
26 as follows:

27 Beginning at the intersection of the northeasterly
28 line of Long Beach Boulevard as it existed on July
29 16, 1970 and the northerly line of Lot 86, Tract
30 No. 4753, as shown on map recorded in Book 50, page
31 51 of Maps, in the office of the Recorder of the
32 County of Los Angeles, State of California; thence
easterly along said northerly line to the north-
easterly corner of said Lot 86; thence southerly in
a direct line to the southeasterly corner of Lot 88,
said Tract No. 4753; thence easterly in a direct
line to the northwesterly corner of Lot 92, said
Tract; thence southerly in a direct line to the

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southwesterly corner of said Lot 92; thence southeasterly in a direct line to the northwesterly corner of Lot 94, said Tract No. 4753; thence southerly and easterly along the westerly and southerly lines of said Lot 94, to the southeasterly corner of said Lot, which is also in the westerly line of Lot 8, Tract No. 12959, as shown on map recorded in Book 246, page 9, of Maps in the office of said recorder; thence southerly along said westerly line and its southerly prolongation to the center line of the 20 foot vacated alley lying adjacent to and southerly of said Lot 8; thence easterly along said center line and its easterly prolongation to an intersection with the easterly line of Madison Avenue (50 foot wide) shown on map filed in Book 12, page 14, of Record of Surveys, in the office of said Recorder, being "Part of Lot 2, Subdivision of the Estate of Robert Tweedy Deceased"; thence northerly along said easterly line to the southwest corner of Parcel No. 26; thence easterly along the southerly line of said parcel to its southeast corner; thence northerly along the easterly line of said parcel and its northerly prolongation to an intersection with the southerly line of Missouri Avenue as it existed on July 16, 1970; thence easterly along said Southerly line to an intersection with the westerly line of Deeble Street, as shown on map of Tract No. 5487, recorded in Book 59, page 5, of Maps in the office of said Recorder; thence southerly along said westerly line to an intersection with the westerly prolongation of the southerly line of the first alley north of Tweedy Boulevard, as shown on map of said Tract; thence easterly along said prolongation and southerly line to an intersection with the southerly prolongation of the easterly line of Lot 465, Tract No. 5248 as shown on map recorded in Book 56, page 41 of Maps, in the office of said Recorder; thence northerly in a direct line to the northeast corner of Lot 484, said Tract No. 5248, which is also in the southerly line of said Missouri Avenue; thence easterly along said southerly line to the northeast corner of Lot 331, Tract No. 4707, as shown on map recorded in Book 52, page 14, of Maps in the office of said Recorder; thence southerly in a direct line to an intersection with southerly prolongation of the easterly line of Lot 312, said Tract No. 4707, and the southerly line of the first alley north of Tweedy Boulevard; thence easterly along said southerly line to an intersection with the easterly line of Mallison Avenue as shown on map of Tract No. 6000, recorded in Book 65, pages 29 to 32 inclusive, of Maps in the office of said Recorder; thence northerly along said easterly line to an intersection with the southerly line of said Missouri Avenue; thence easterly along said southerly line to an intersection with the westerly line of Otis Street as it existed on July 16, 1970; thence southerly along said westerly line to an intersection with the westerly prolongation of the southerly line of the first alley north of Tweedy Boulevard as shown on map of said Tract No. 6000; thence easterly along said prolongation and southerly line to an intersection

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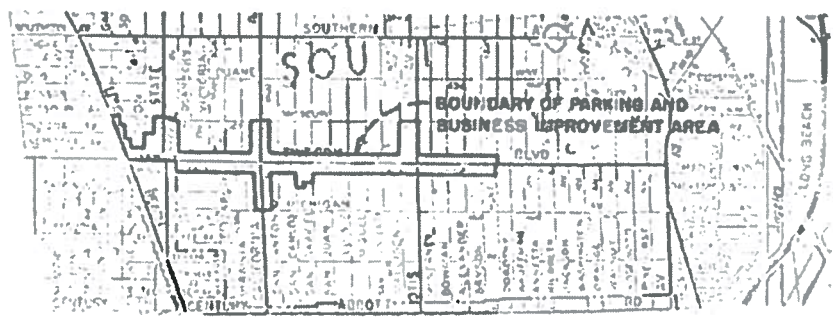
with the westerly line of Hunt Avenue (50 feet wide), being also the northeast corner of Lot 921, said Tract No. 6000; thence southerly along said westerly line and its southerly prolongation to the southerly line of Tweedy Boulevard (80 feet wide); thence westerly along said southerly line and its westerly prolongation to an intersection with the northerly prolongation of the westerly line of said Hunt Avenue; thence southerly along said prolongation and said westerly line to an intersection with the northerly line of the first alley south of said Tweedy Boulevard, being also a point in said westerly line that is 35 feet southerly of the southeast corner of Lot 1, Tract No. 3739 as shown on map recorded in Book 12, page 45 of Maps, in the office of said Recorder; thence westerly along the said northerly alley line and its westerly prolongation to the southeast corner of Lot 2665, Tract No. 5772 as shown on map recorded in Book 65, page 49 of Maps, in the office of said Recorder; which is also in the westerly line of San Gabriel Avenue as shown on map of said Tract No. 5772; thence southerly along said westerly line to the southeasterly corner of Lot 2672, said Tract No. 5772; thence westerly along the southerly line of said Lot to its southwest corner; thence southerly in a direct line to the southeast corner of Lot 2648, said Tract No. 5772; thence westerly along the southerly line of said Lot to its southwest corner, which is also in the easterly line of San Carlos Avenue as shown on map of said Tract; thence northerly along said easterly line to an intersection with the easterly prolongation of the northerly line of the said first alley south of Tweedy Boulevard; thence westerly along said prolongation and northerly line to an intersection with the northerly prolongation of the easterly line of Lot 2284, said Tract No. 5772; thence southerly along said prolongation and easterly to the southeast corner of Lot 2259, said Tract No. 5772, said corner being also in the northerly line of Michigan Avenue, as shown on map of said Tract No. 5772; thence westerly along said northerly line to the southwest corner of Lot 2133, said Tract No. 5772; thence northerly in a direct line to an intersection with the said northerly line of the first alley south of Tweedy Boulevard, and the northerly prolongation of the westerly line of Lot 2108, said Tract No. 5772; thence westerly along said northerly line to the southwest corner of Lot 1916, said Tract No. 5772; thence southwesterly to the southeasterly corner of Lot 1783, said Tract No. 5772; thence westerly along the southerly lines of Lots 1783, 1782, 1781 and 1780, to the southwest corner of said Lot 1780, which is also the southeast corner of Lot 1, Tract No. 4936, as shown on map recorded in Book 53, page 100 of Maps in the office of said Recorder; thence westerly along the southerly lines of Lots 1 to 8 inclusive to the southwest corner of said Lot 8, which is also in the westerly boundary line of the City of South Gate; thence northerly and westerly along the said City boundary line to an intersection with the southeasterly prolongation of the northeasterly line of said Long Beach Boulevard;

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thence northwesterly along said prolongation and
northeasterly line to the place of beginning.

2.64.030 DELINEATION. For purposes of graphic illustration,
the boundaries of said Area as described in Section 2.64.020 are
delineated on the following map of the Area.

MAP DELINEATING POUNDARIES OF PARKING AND
BUSINESS IMPROVEMENT AREA



2.64.040 USES AND PUPPOSE. The uses and purpose to which
the revenue emanating from said Area pursuant to and as a result
of this Chapter shall be put are any one or more of the following:

- a. Decoration of any public place in the area.
- b. Promotion of public events which are to take place
on or in public places in the area.
- c. The general promotion of retail trade activities in
the area.

2.64.050 FUND CREATION -- SOURCE OF FUNDS -- PURPOSE. That
there is hereby created and established a special fund designated
as the "Parking and Business Improvement Area Fund". All funds
derived from the additional levy of the general business license
tax made pursuant to this Chapter, and any other monies the City
Council may from time to time transfer thereto, shall be deposited
in said Parking and Business Improvement Area Fund. The Parking
and Business Improvement Area Fund shall be used exclusively for

1 one or more of the purposes specified in Section 2.64.040.

2
3 2.64.060 RATE OF LEVY OF BUSINESSES. The initial or addi-
4 tional rate or levy of the business license tax imposed upon the
5 businesses within said Area, is hereby fixed, levied, determined
6 and established as follows:

7 That the amount of tax upon each such business
8 shall be in an amount equal to the general busi-
9 ness license tax applicable to each such business,
10 but in no event shall said tax exceed the sum of
11 Four Hundred (\$400.00) Dollars for any one licensee.

12 2.64.070 PAYMENT OF TAX. The additional rate or levy of
13 the license tax hereby levied shall be due and payable and shall
14 be paid at the same time and in the same manner that the business
15 license tax imposed by Chapter 2.08 of this Title is due and
16 payable in accordance with the terms of this Chapter.

17 2.64.080 APPLICABILITY OF GENERAL BUSINESS LICENSE PROVI-
18 SIONS. The provisions of Sections 2.08.060, 2.08.085, 2.08.135,
19 2.08.195, 2.08.270, 2.08.340, 2.08.430, 2.08.455, 2.08.295, 2.08.
20 300, 2.08.335, 2.08.350, 2.08.355, 2.08.375, 2.08.440, 2.08.460,
21 and 2.08.470 shall be applicab]e to all businesses in the area
22 described in Section 2.64.020 and subject to the additional levy
23 of the general business license tax imposed by Section 2.64.050.
24

25 2.64.090 PAYMENT PREREQUISITE TO LICENSE. No business
26 license shall be issued pursuant to this Title unless the addi-
27 tional business license tax imposed by this Chapter is paid togeth-
28 er with the business license payable pursuant to and imposed by
29 Section 2.64.050. (Added by Ord. 1129 §2;11-2 -70)."
30

1 SECTION 3. That the Municipal Code, as amended, is hereby
2 amended as hereinabove in Section 2 of this Ordinance set forth.

3
4 SECTION 4. That this ordinance shall take effect and be in
5 full force and virtue as of the January 1, 1971 Business License
6 year.

7 SECTION 5. That the City Clerk shall certify to the passage
8 and adoption of this ordinance; shall cause the same to be entered
9 in the book of original ordinances of said City; shall make a
10 minute of the passage and adoption thereof in the records of the
11 proceedings of the City Council of the said City in the minutes
12 of the meeting at which the same is passed and adopted; and shall,
13 within fifteen (15) days after the passage and adoption thereof,
14 cause the same to be published once in the South Gate Press, a
15 newspaper of general circulation, published and circulated in said
16 City, and which is hereby designated for that purpose.

17 Passed, approved and adopted this 2nd day of November, 1970.
18

19 
20 Mayor of the City of
21 South Gate, California.

22
23 ATTEST:

24
25  Chief Deputy
26 City Clerk of the City of
27 South Gate, California.

28 (SEAL)
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STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, } SS.
CITY OF SOUTH GATE.

I, JANET STUBBS, Chief Deputy
~~ROBERTA BLADES~~ City Clerk of the City of South Gate, California, do hereby

certify that the whole number of members of the City Council of said City is five; that the
foregoing ORDINANCE being ORDINANCE No. 1129

was duly passed and adopted by the said City Council, approved and signed by the Mayor
Chief Deputy an adjourned
of said City, and attested by the City Clerk of said City, all at / regular meeting of the
said Council held on the 2nd day of November, 1970

and that the same was so passed and adopted by the following vote:

Ayes: Councilmen Henville, Wakefield, Sawyer, Gafkowski, Cox

Noes: Councilmen None

Absent: Councilmen None

Not Voting: Councilmen None

Witness my hand and the seal of said City this 2nd day of November, 1970

Janet Stubbs
Chief Deputy City Clerk of the City of South Gate, California

(SEAL)

Chapter 2.64
PARKING AND BUSINESS IMPROVEMENT AREA BUSINESS LICENSE

Sections:

- 2.64.010 Creation.
- 2.64.020 Boundaries.
- 2.64.030 Delineation.
- 2.64.040 Uses and purpose.
- 2.64.050 Fund creation-Source of funds-Purpose.
- 2.64.060 Rate of levy of businesses.
- 2.64.070 Payment of tax.
- 2.64.080 Applicability of general business license provisions.
- 2.64.090 Payment prerequisite to license.
- 2.64.100 Tweedy Mile advisory board.
- 2.64.110 Membership.
- 2.64.120 Meetings.
- 2.64.130 Duties.
- 2.64.140 Staff representation.

2.64.010 Creation. **SHARE**

Pursuant to the Parking and Business Improvement Act Law of 1965, being Part 5 of Division 18 of the Streets and Highways Code of the State of California, Sections 36000 through 36081, there is established a parking and business improvement area business license area, which is hereinafter in this chapter referred to simply as "said area."

(Ord. 1129 § 2 (part), 1970)

2.64.020 Boundaries. **SHARE**

The boundaries of said area are specifically described as follows:

All that property in the city of South Gate, bounded and described as follows:

Beginning at the intersection of the northeasterly line of Long Beach Boulevard as it existed on July 16, 1970 and the northerly line of Lot 86, Tract No. 4753, as shown on map recorded in Book 50, page 51 of Maps, in the office of the recorder of the county of Los Angeles; thence easterly along said northerly line to the northeasterly corner of said Lot 86; thence southerly in a direct line to the southeasterly corner of Lot 88, said Tract No. 4753,

thence easterly in a direct line to the northwesterly corner of Lot 92, said tract; thence southerly in a direct line to the southwest corner of said Lot 92; thence southeasterly in a direct line to the northwesterly corner of Lot 94, said Tract No. 4753; thence southerly and easterly along the westerly and southerly lines of said Lot 94, to the southeasterly corner of said lot, which is also in the westerly line of Lot 8, Tract No. 12959, as shown on map recorded in Book 246, page 9, of Maps in the office of said recorder; thence southerly along said westerly line and its southerly prolongation to the centerline of the 20 foot vacated alley lying adjacent to and southerly of said Lot 8; thence easterly along said centerline and its easterly prolongation to an intersection with the easterly line of Madison Avenue (50 feet wide) shown on map filed in Book 12, page 14, of Record of Surveys, in the office of said recorder, being "Part of Lot 2, Subdivision of the Estate of Robert Tweedy Deceased"; thence northerly along said easterly line to the southwest corner of Parcel No. 26; thence easterly along the southerly line of said parcel to its southeast corner; thence northerly along the easterly line of said parcel and its northerly prolongation to an intersection with the southerly line of Missouri Avenue as it existed on July 16, 1970; thence easterly along said southerly line to an intersection with the westerly line of Deeble Street, as shown on map of Tract No. 5487, recorded in Book 59, page 5, of Maps in the office of said recorder; thence southerly along said westerly line to an intersection with the westerly prolongation of the southerly line of the first alley north of Tweedy Boulevard, as shown on map of said tract; thence easterly along said prolongation and southerly line to an intersection with the southerly prolongation of the easterly line of Lot 465, Tract No. 5248 as shown on map recorded in Book 56, page 41 of Maps, in the office of said recorder; thence northerly in a direct line to the northeast corner of Lot 484, said Tract No. 5248, which is also in the southerly line of said Missouri Avenue; thence easterly along said southerly line to the northeast corner of Lot 331, Tract No. 4707, as shown on map recorded in Book 52, page 14, of Maps in the office of said recorder; thence southerly in a direct line to an intersection with southerly prolongation of the easterly line of Lot 312, said Tract No. 4707, and the southerly line of the first alley north of Tweedy Boulevard; thence easterly along said southerly line to an intersection with the easterly line of Mallison Avenue as shown on map of Tract No. 6000, recorded in Book 65, pages 29 to 32 inclusive, of Maps in the office of said recorder; thence northerly along said easterly line to an intersection with the southerly line of said Missouri Avenue; thence easterly along said southerly line to an intersection with the westerly line of Otis Street as it existed on July 16, 1970; thence southerly along said westerly line to an intersection with the westerly prolongation of the southerly line of the first alley north of Tweedy Boulevard as shown on map of said Tract No. 6000; thence easterly along said prolongation and southerly line to an intersection with the westerly line

of Hunt Avenue (50 feet wide), being also the northeast corner of Lot 921, said Tract No. 6000; thence southerly along said westerly line and its southerly prolongation to the southerly line of Tweedy Boulevard (80 feet wide); thence westerly along said southerly line and its westerly prolongation to an intersection with the northerly prolongation of the westerly line of said Hunt Avenue; thence southerly along said prolongation and said westerly line to an intersection with the northerly line of the first alley south of said Tweedy Boulevard, being also a point in said westerly line that is 35 feet southerly of the southeast corner of Lot 1, Tract No. 3739 as shown on map recorded in Book 12, page 45 of Maps, in the office of said recorder; thence westerly along the said northerly alley line and its westerly prolongation to the southeast corner of Lot 2665, Tract No. 5772 as shown on map recorded in Book 65, page 49 of Maps, in the office of said recorder; which is also in the westerly line of San Gabriel Avenue as shown on map of said Tract No. 5772; thence southerly along said westerly line to the southeasterly corner of Lot 2672, said Tract No. 5772; thence westerly along the southerly line of said lot to its southwest corner; thence southerly in a direct line to the southeast corner of Lot 2648, said Tract No. 5772; thence westerly along the southerly line of said lot to its southwest corner, which is also in the easterly line of San Carlos Avenue as shown on map of said tract; thence northerly along said easterly line to an intersection with the easterly prolongation of the northerly line of the said first alley south of Tweedy Boulevard; thence westerly along said prolongation and northerly line to an intersection with the northerly prolongation of the easterly line of Lot 2284, said Tract No. 5772; thence southerly along said prolongation and easterly to the southeast corner of Lot 2259, said Tract No. 5772, said corner being also in the northerly line of Michigan Avenue, as shown on map of said Tract No. 5772; thence westerly along said northerly line to the southwest corner of Lot 2133, said Tract No. 5772; thence northerly in a direct line to an intersection with the said northerly line of the first alley south of Tweedy Boulevard, and the northerly prolongation of the westerly line of Lot 2108, said Tract No. 5772; thence westerly along said northerly line to the southwest corner of Lot 1916, said Tract No. 5772; thence southwesterly to the southeasterly corner of Lot 1783, said Tract No. 5772; thence westerly along the southerly lines of Lots 1783, 1782, 1781 and 1780, to the southwest corner of said Lot 1780, which is also the southeast corner of Lot 1, Tract No. 4936, as shown on map recorded in Book 53, page 100 of Maps in the office of said recorder; thence westerly along the southerly lines of Lots 1 to 8 inclusive to the southwest corner of said Lot 8, which is also in the westerly boundary line of the city of South Gate; thence northerly and westerly along the said city boundary line to an intersection with the southeasterly prolongation of the northeasterly line of said Long Beach

Boulevard thence northwesterly along said prolongation and northeasterly line to the place of beginning.

(Ord. 1129 § 2 (part), 1970)

2.64.030 Delineation. ☐ SHARE

For purposes of graphic illustration, the boundaries of said area as described in Section 2.64.020 are delineated on the map of said area entitled "Map Delineating Boundaries of Parking and Business Improvement Area" which is on file in the office of the city clerk.

(Ord. 1129 § 2 (part), 1970)

2.64.040 Uses and purpose. ☐ SHARE

The uses and purpose to which the revenue emanating from said area pursuant to and as a result of this chapter shall be put are any one or more of the following:

- a. Decoration of any public place in the area;
- b. Promotion of public events which are to take place on or in public places in the area;
- c. The general promotion of retail trade activities in the area.

(Ord. 1129 § 2 (part), 1970)

2.64.050 Fund creation—Source of funds—Purpose. ☐ SHARE

There is hereby created and established a special fund designated as the "parking and business improvement area fund." All funds derived from the additional levy of the general business license tax made pursuant to this chapter, and any other moneys the city council may from time to time transfer thereto, shall be deposited in said parking and business improvement area fund. The parking and business improvement area fund shall be used exclusively for one or more of the purposes specified in Section 2.64.040.

(Ord. 1129 § 2 (part), 1970)

2.64.060 Rate of levy of businesses. ☐ SHARE

The initial or additional rate or levy of the business license tax imposed upon the businesses within said area, is hereby fixed, levied, determined and established as follows:

That the amount of levy upon each such business shall be in an amount equal to the general business license tax applicable to each such business as specified and provided in the ordinances and resolutions of the city of South Gate as of the first day of January, 1971, but in no event shall said levy exceed the sum of four hundred dollars for any one licensee.

(Ord. 1148 § 1, 1971. Ord. 1129 § 2 (part), 1970)

2.64.070 Payment of tax. ☐ SHARE

The additional rate or levy of the license tax hereby levied shall be due and payable and shall be paid at the same time and in the same manner that the business license tax imposed by Chapter 2.08 of this title is due and payable in accordance with the terms of this chapter.

(Ord. 1129 § 2 (part), 1970)

2.64.080 Applicability of general business license provisions. ☐ SHARE

The provisions of Sections 2.08.060, 2.08.085, 2.08.135, 2.08.195, 2.08.270, 2.08.295, 2.08.300, 2.08.335, 2.08.340, 2.08.350, 2.08.355, 2.08.375, 2.08.430, 2.08.440, 2.08.455, 2.08.460, and 2.08.470 shall be applicable to all businesses in the area described in Section 2.64.020 and subject to the additional levy of the general business license tax imposed by Section 2.64.050.

(Ord. 1129 § 2 (part), 1970)

2.64.090 Payment prerequisite to license. ☐ SHARE

No business license shall be issued pursuant to this title unless the additional business license tax imposed by this chapter is paid together with the business license payable pursuant to and imposed by Section 2.64.050.

(Ord. 1129 § 2 (part), 1970)

2.64.100 Tweedy Mile advisory board. ☐ SHARE

The city council shall appoint a Tweedy Mile advisory board pursuant to Section 36530 of the California Streets and Highways Code in order to make recommendations to the city council on the expenditure of revenues derived from the levy assessments on proposed improvements and activities and on the method and basis of levying assessments.

(Ord. 2286 § 1 (part), 9-27-2011)

2.64.110 Membership. SHARE

The Tweedy Mile advisory board shall consist of five members each of which shall be appointed by a city council member. The members of the Tweedy Mile advisory board shall be appointed for staggered, three-year terms.

(Ord. 2286 § 1 (part), 9-27-2011)

2.64.120 Meetings. SHARE

1. The regular meetings of the Tweedy Mile advisory board shall be held not less frequently than once each calendar year, and otherwise as determined by the Tweedy Mile advisory board. The Tweedy Mile advisory board shall meet in the South Gate city council chambers.
2. The Tweedy Mile advisory board shall annually elect a chairperson and vice chairperson from among its members.
3. Three members of the Tweedy Mile advisory board constitute a minimum quorum for the transaction of business.
4. The affirmative vote of at least a majority of the then present members of the Tweedy Mile advisory board shall be necessary to take action.

(Ord. 2286 § 1 (part), 9-27-2011)

2.64.130 Duties. SHARE

The duties of the Tweedy Mile advisory board are as follows:

1. The Tweedy Mile advisory board shall prepare an annual report specifying the expenses, services, activities, and programs to be funded by the assessment, in accordance of the requirements of Sections [36530](#) and [36533](#) of the California Streets and Highways Code. Upon approval of the annual report, the city council shall follow the procedures set forth in Section [36534](#) of the California Streets and Highways Code for the conduct of a public hearing on the assessments for the fiscal year referred to in the annual report.
2. The Tweedy Mile advisory board will work together with city staff to consider new business, to evaluate whether or not proposed solutions are viable and cost-effective, and to submit from time to time recommendations to the city council for review and approval.

3. To perform such duties and responsibilities as may be assigned by the city council from time to time.

(Ord. 2286 § 1 (part), 9-27-2011)

2.64.140 Staff representation.  **SHARE**

The city manager shall assign staff to ensure the effective functioning of the Tweedy Mile advisory board, including designating the secretary to the Tweedy Mile advisory board who shall be a city employee responsible for the preparation of all minutes of all meetings of the board, and the filing of the approved minutes with the city clerk. The minutes shall include a record of board member attendance, a brief summary of presentations made if any, actions taken by the Tweedy Mile advisory board, and the vote of each member on any item upon which action is taken. Minutes need not be verbatim transcripts of the conduct of the meetings, but should be sufficient to adequately characterize the discussions, deliberations and actions taken.

(Ord. 2286 § 1 (part), 9-27-2011)

[Home](#) [<](#) [>](#)

The South Gate Municipal Code is current through Ordinance 2344, passed December 12, 2017.

TWEEDY MILE ASSOCIATION - PARKING AND BUSINESS IMPROVEMENT AREA Attachment

California.....9700-10100
 oris.....9700-10100
 SAN gabriel.....9900-10100

long beach9700-9900
 SAN JUAN.....9900-10100
 STATE.....9700-9900

Attachment No. 3
 Tweedy.....3130-4499

This business is subject to the provisions of Chapter 2.61 of the South Gate Municipal Code, entitled "Parking and Business Improvement Area Business License" which established a business improvement area. A tax has been authorized under the provisions of said Chapter 2.64, which will be used exclusively by those business lying within the improvement area.

THESE FEES ARE IN ADDITION TO THE REGULAR CITY LICENSE TAX SHOWN ON THE ENCLOSED RENEWAL Even though the City of South Gate collects the tax, it is deposited into a special fund designated as the "Parking and Business Improvement Fund", and will be administered by your Association, the "Tweedy Mile", and is used exclusively for one or more of the following purposes:

- (A) Decoration of any public place in the area.
- (B) Promotion of public events which are to take place on or in public places in the area.
- (C) The general promotion of retail trade activities in the area.

NO PART OF THESE ADDITIONAL FEES WILL BE RETAINED BY THE CITY OF SOUTH GATE

PLEASE CALCULATE THE TWEEDY MILE FEE ACCORDING TO THE SCHEDULE BELOW AND ADD IT TO THE TAX CALCULATED ON THE RENEWAL APPLICATION ATTACHED.

SCHEDULE OF TWEEDY MILE ASSOCIATION FEES:

LESS THAN \$10,000 THE FEE SHALL BE	\$ 15.00
\$ 10,000 OR MORE, BUT LESS THAN \$ 25,000	\$ 20.00
\$ 25,000 OR MORE, BUT LESS THAN \$ 50,000	\$ 25.00
\$ 50,000 OR MORE, BUT LESS THAN \$ 75,000	\$ 36.00
\$ 75,000 OR MORE, BUT LESS THAN \$ 100,000	\$ 48.00
\$ 100,000 OR MORE, BUT LESS THAN \$ 200,000	\$ 60.00
\$ 200,000 OR MORE, BUT LESS THAN \$ 300,000	\$ 72.00
\$ 300,000 OR MORE, BUT LESS THAN \$ 400,000	\$ 84.00
\$ 400,000 OR MORE, BUT LESS THAN \$ 500,000	\$ 96.00
\$ 500,000 OR MORE, BUT LESS THAN \$ 600,000	\$110.00
\$ 600,000 OR MORE, BUT LESS THAN \$ 700,000	\$124.00
\$ 700,000 OR MORE, BUT LESS THAN \$ 800,000	\$138.00
\$ 800,000 OR MORE, BUT LESS THAN \$ 900,000	\$152.00
\$ 900,000 OR MORE, BUT LESS THAN \$ 1,000,000	\$166.00
\$1,000,000 OR MORE, BUT LESS THAN \$ 1,100,000	\$180.00
\$1,100,000 OR MORE, BUT LESS THAN \$ 1,200,000	\$194.00
\$1,200,000 OR MORE, BUT LESS THAN \$1,300,000	\$208.00
\$1,300,000 OR MORE, BUT LESS THAN \$1,400,000	\$222.00
\$1,400,000 OR MORE, BUT LESS THAN \$1,500,000	\$236.00
IF SUCH GROSS RECEIPTS EXCEED THE SUM OF \$1,500,000 THE TWEEDY MILE FEE SHALL BE THE SUM OF \$236.00 AS SPECIFIED ABOVE, AND IN ADDITION THERETO THE SUM OF 1% FOR EACH \$1,000 OR MAJOR FRACTION THEREOF IN EXCESS OF SAID SUM OF \$1,500,000.	THE TOTAL NOT TO EXCEED \$400.00

NOTE: THE ABOVE SCHEDULE IS THE SAME AS PAST YEARS. FOR QUESTIONS PLEASE CALL (323)563-9527

**CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE
AMENDING TITLE 2 (LICENSES - BUSINESS REGULATIONS), CHAPTER 2.64
(PARKING AND BUSINESS IMPROVEMENT AREA BUSINESS LICENSE) OF THE
SOUTH GATE MUNICIPAL CODE BY ADDING SECTIONS 2.64.100
THROUGH 2.64.140 ESTABLISHING THE
TWEEDY MILE ADVISORY BOARD AND SETTING FORTH
THE DUTIES THEREOF**

WHEREAS, pursuant to Section 36530 of the California Streets and Highways Code, the City Council shall appoint a Tweedy Mile Advisory Board (TMAB); and

WHEREAS, TMAB is necessary to make recommendations to the City Council on the expenditure of revenues derived from the levy assessments on proposed improvements and activities and on the method and basis of levying assessments;

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

SECTION 1: Title 2 (Licenses – Business Regulations), Chapter 2.64 (Parking and Business Improvement Area Business License) of the South Gate Municipal Code is hereby amended by adding Sections 2.64.100 through 2.64.140 to read as follows:

- 2.64.100 Tweedy Mile Advisory Board**
- 2.64.110 Membership**
- 2.64.120 Meetings**
- 2.64.130 Duties**
- 2.64.140 Staff Representation**

2.64.100 Tweedy Mile Advisory Board
The City Council shall appoint a Tweedy Mile Advisory Board pursuant to Section 36530 of the California Streets and Highways Code in order to make recommendations to the City Council on the expenditure of revenues derived from the levy assessments on proposed improvements and activities and on the method and basis of levying assessments.

2.64.110 Membership
The Tweedy Mile Advisory Board shall consist of five (5) members each of which shall be appointed by a City Council Member. The members of the Tweedy Mile Advisory Board shall be appointed for staggered, three-year terms.

2.64.120 Meetings

1. The regular meetings of the Tweedy Mile Advisory Board shall be held not less frequently than once each calendar year, and otherwise as determined by the Tweedy Mile Advisory Board. The Tweedy Mile Advisory Board shall meet in the South Gate City Council Chambers.
2. The Tweedy Mile Advisory Board shall annually elect a Chairperson and Vice Chairperson from among its members.
3. Three members of the Tweedy Mile Advisory Board constitute a minimum quorum for the transaction of business.
4. The affirmative vote of at least a majority of the then present members of the Tweedy Mile Advisory Board shall be necessary to take action.

2.64.130 Duties

The duties of the Tweedy Mile Advisory Board are as follows:

1. The Tweedy Mile Advisory Board shall prepare an annual report specifying the expenses, services, activities, and programs to be funded by the assessment, in accordance of the requirements of Sections 36530 and 36533 of the California Streets and Highways Code. Upon approval of the annual report, the City Council shall follow the procedures set forth in Section 36534 of the California Streets and Highways Code for the conduct of a public hearing on the assessments for the fiscal year referred to in the annual report.
2. The Tweedy Mile Advisory Board will work together with City staff to consider new business, to evaluate whether or not proposed solutions are viable and cost-effective, and to submit from time to time recommendations to the City Council for review and approval.
3. To perform such duties and responsibilities as may be assigned by the City Council from time to time.

[Remainder of page left blank intentionally]

2.64.140 Staff Representation

The City Manager shall assign staff to ensure the effective functioning of the Tweedy Mile Advisory Board, including designating the Secretary to the Tweedy Mile Advisory Board who shall be a City employee responsible for the preparation of all minutes of all meetings of the Board, and the filing of the approved minutes with the City Clerk. The minutes shall include a record of Board Member attendance, a brief summary of presentations made if any, actions taken by the Tweedy Mile Advisory Board, and the vote of each member on any item upon which action is taken. Minutes need not be verbatim transcripts of the conduct of the meetings, but should be sufficient to adequately characterize the discussions, deliberations and actions taken.

SECTION 2: This Ordinance shall take effect and be in force on the thirty-first (31st) day after its adoption.


SECTION 3: The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

PASSED, APPROVED and ADOPTED this 27th day of September, 2011.

CITY OF SOUTH GATE:



Maria Davila, Mayor

ATTEST:



Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

ORDINANCE CERTIFICATION PAGE

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SOUTH GATE)

I, Carmen Avalos, City Clerk of the City of South Gate, California, hereby certify that the whole number of Members of the City Council of said City is five; that Ordinance No. 2286 was adopted by the City Council at their Regular Meeting held on September 27, 2011, by the following vote:


Ayes: Council Members: Davila, De Witt, Gonzalez and Morales
Noes: Council Members: None
Absent: Council Members: Hurtado
Abstain: Council Members: None

Witness my hand and the seal of said City on October 5, 2011.



Carmen Avalos, City Clerk
City of South Gate, California

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, OCTOBER 11, 2011**

- CALL TO ORDER** Vice Mayor W.H. De Witt called a Regular City Council meeting to order at 7:00 p.m.
- INVOCATION** The Invocation was led by Pastor Nick Garife, Teen Challenge Ministries Institute.
- PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was led by Captain Randy Davis, South Gate Police.
- ROLL CALL** Carmen Avalos, City Clerk
- PRESENT** Vice Mayor W.H. De Witt, Council Member Gil Hurtado, Council Member Henry C. Gonzalez and Council Member Jorge Morales; City Treasurer Maria Belen Bernal, Interim City Manager George Troxell, City Attorney Raul F. Salinas
- EXCUSED** Mayor Maria Davila
- 1
PROCLAMATION** The City Council issued a Proclamation declaring October 23 through 31, 2011, as "National Red Ribbon Week."
- 2
PRESENTATION** The City Council received a presentation by the Central Basin Municipal Water District regarding the Large Landscape Demonstration Garden Grant Project, by motion of Vice Mayor De Witt and seconded by Council Member Hurtado. Mayor Davila was absent.
- 3
CITY COUNCIL APPOINTMENTS**  The City Council made the following appointments to the Tweedy Mile Advisory Board. Mayor Davila was absent.
- Gary Baker was appointed to the advisory board by motion of Council Member Hurtado and seconded by Vice Mayor De Witt.
- David I. Iamas was appointed to the advisory board by motion of Council Member Morales and seconded by Council Member Hurtado.
- Iavern Bates was appointed to the advisory board by motion of Council Member Gonzalez and seconded by Vice Mayor De Witt.
- John Gottes was appointed to the advisory board by motion of Vice Mayor De Witt and seconded by Council Member Hurtado.

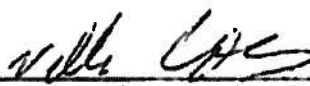


**CITY OF SOUTH GATE
TWEEDY MILE ADVISORY BOARD**

Tuesday, April 24, 2012 at 3:00 p.m.

- 1. Introduction of Staff and Members**
- 2. Election of Chairman and Vice-Chairman**
- 3. Explanation of functions of Tweedy Mile Advisory Board per local State Laws**
- 4. Vote on Staggering Terms**
- 5. Discussion regarding the Tweedy Mile Association Assessment Fee**
- 6. Direct the preparation of Annual Report and Timeline**
- 7. Next Meeting**
- 8. New Business**
- 9. Adjournment**

I, Nellie Cobos, Assistant to the City Manager, certify that a true and correct copy of the foregoing Meeting Agenda was posted on April 19, 2012 at 4:30 p.m., as required by law.



Nellie Cobos, Assistant to the City Manager

**TWEEDY MILE PARKING AND BUSINESS IMPROVEMENT AREA
FYs 2006/07 THROUGH 2017/18**

Fiscal Year	Beginning Balance	Collected	Remitted to TMA	Ending Balance	Check Date	Check No.
2006/07	11,083.09	24,237.70	(18,000.00)	17,320.79	12/21/2006	
2007/08	17,320.79	14,331.50	(23,567.44)	8,084.85	12/3/2007	
2008/09	8,084.85	24,089.79	(21,180.93)	10,993.71	2/10/2009	20668
2009/10	10,993.71	26,494.35	(12,292.50)	25,195.56	11/24/2009	25638
2010/11	25,195.56	25,871.98	(27,065.56)	24,001.98	12/22/2010	32665
2010/11	24,001.98	N/A	(24,001.98)	0.00	6/30/2011	36269
2011/12	0.00	25,963.65	(10,000.00)	15,963.65	12/13/2011	38782
2012/13	15,963.65	23,629.95	(21,285.02)	18,308.58	12/19/2012	45297
2013/14	18,308.58	28,564.14	(25,000.00)	21,872.72	11/12/2013	50652
2014/15	21,872.72	21,822.93	(26,000.00)	17,695.65	12/9/2014	57122
2015/16	17,695.65	26,092.19	(22,000.00)	21,787.84	10/27/2015	62392
2016/17	21,787.84	20,773.57	(21,787.84)	20,773.57	2/28/2017	70367
2017/18	20,773.57	23,936.89	(20,773.57)	23,936.89	9/12/2017	73658
2018/19	23,936.89	6,250.96	(23,936.89)	6,250.96	8/14/2018	78811
TOTALS		292,059.60	(296,891.73)			

Attachment No. 8
Contract 3456

**CITY OF SOUTH GATE
COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is made and entered into as of the 10th day of July 2018 by and between the City of South Gate, a municipal corporation ("GRANTEE") and Tweedy Mile Association, a California non-profit corporation, doing business as Tweedy Mile Association. ("SUBRECIPIENT").

RECITALS

WHEREAS, GRANTEE has applied for and received Community Development Block Grant ("CDBG") funds from the United States Government through its Department of Housing and Urban Development, hereinafter referred to as "HUD" under Title I of Housing and Community Development Act of 1974, as amended, hereinafter referred to as the "ACT," and;

WHEREAS, GRANTEE wishes to engage SUBRECIPIENT, which is qualified by reason of experience, preparation, organization, staffing, and facilities, to provide the program and/or services as described below in "Scope of Services," and;

WHEREAS, GRANTEE recognizes the public benefit in providing the program and/or services described below in the Scope of Services to low- and moderate-income ("LMI") persons and desires "SUBRECIPIENT" to carry out said program and/or services on GRANTEE'S behalf.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived there from, the parties agree as follows:

1. SCOPE OF SERVICES

A. Activities

The SUBRECIPIENT will provide funding for repairs of damaged windows and doors on a first come first serve basis.

B. National Objectives

The SUBRECIPIENT certifies that the activities carried out with funds provided under this Contract will benefit low-and moderate-income persons, as defined under 24 CFR Part 570.208 (a) (2) of the CDBG Program National Objectives.

C. Levels of Accomplishment

Total number of City of South Gate business owners/tenants to be served during Fiscal Year 2018-19: 11 businesses

2. TIME OF PERFORMANCE

The program and/or services to be provided by SUBRECIPIENT hereunder shall commence July 1, 2018, and shall be completed no later than June 30, 2019. This Agreement does not reimburse any expenditure incurred by SUBRECIPIENT prior to the date of commencement and execution of this Agreement by GRANTEE. This Agreement does not reimburse any expenditure made after the completion date without written authorization to extend the contract, but not more than 12 months, as set forth in Section 27, Time of Performance Modifications. Notwithstanding any provision contained herein to the contrary, this Agreement shall remain in effect during any period of time that SUBRECIPIENT has control over CDBG funds, including program income as provided in Section 11, Program Income below.

3. COMPENSATION AND METHOD OF PAYMENT

It is expressly agreed and understood that the total amount to be paid by GRANTEE under this Agreement shall not exceed **FORTY-FIVE THOUSAND THREE HUNDRED TWENTY-FOUR Dollars (\$45,324.00)** of Fiscal Year 2018-19 CDBG funds. Notwithstanding Section 7, Budget Modifications, below and Section 8, Changes in Grant Allocation, below, GRANTEE, in its sole discretion exercisable at any time hereunder, may increase the compensation payable hereunder to SUBRECIPIENT ("Additional Funding") by giving SUBRECIPIENT a written notice offering the Additional Funding ("Additional Funding Offering Notice") for the program and/or services provided under Section 1, Scope of Services above, together with such additional levels of accomplishment, if any, that GRANTEE may prescribe as a condition to accepting the Additional Funding. SUBRECIPIENT may accept the Additional Funding and agree to comply with the additional levels of accomplishment, if any, set forth in the Additional Funding Offering Notice by delivering to GRANTEE a written notice of acceptance ("Additional Funding Acceptance Notice") within five (5) business days after SUBRECIPIENT's receipt of the Additional Funding Offering Notice. If SUBRECIPIENT for any reason does not deliver to GRANTEE the Additional Funding Acceptance Notice within such 5-business day period, then the failure to deliver the Additional Funding Acceptance Notice shall be deemed SUBRECIPIENT's rejection of the Additional Funding. This payment shall constitute full and complete compensation for SUBRECIPIENT services under this Agreement. For the purpose of this Agreement, GRANTEE shall disburse the CDBG funds and monitor SUBRECIPIENT's performance in satisfying the Scope of Services under the terms of this Agreement. Notwithstanding the foregoing, GRANTEE shall not be obligated to disburse to SUBRECIPIENT any funds that GRANTEE does not directly or indirectly receive from HUD for the CDBG program for this Agreement.

Disbursement of payments to SUBRECIPIENT shall be made upon GRANTEE's receipt of the Request for Reimbursement Form together with true and correct copies of receipts, timesheets, invoices, and such other documentation as may be reasonably requested by GRANTEE.

Expenditures shall be documented with supportive evidence for each expenditure and proof of payment, in accordance with HUD regulations. Payments may also be contingent upon certification that SUBRECIPIENT's financial management system is in accordance with the standards specified in OMB Circular A-110. After timely receipt by GRANTEE of each properly documented expenditure submittal, GRANTEE will draw a warrant in favor of SUBRECIPIENT for the approved expenditure amount within thirty (30) days.

4. DOCUMENTATION & REPORTING REQUIREMENTS

The following documents must be submitted to be in compliance with HUD's regulations and guidelines: bid package with labor clause, three bids, and contract with general contractor that includes labor standards requirements and wage decision, statement of Davis-Bacon Act compliance, certified payroll forms, and reports of on-site job interviews.

5. QUARTERLY PERFORMANCE REPORTS

Quarterly Performance Reports shall be submitted by SUBRECIPIENT corresponding to the quarters of the Agreement year: Quarter 1 = July - September, Quarter 2 = October-December, Quarter 3 = January - March and Quarter 4 = April-June. A complete Quarterly Performance Report

must be received by the GRANTEE within 30 days after the end of Quarters 1, 2 and 3, and within 10 days of June 30TH after the 4th Quarter.

6. BUDGET SECTION

No more than the amounts specified in the Program Budget may be spent for the separate cost categories specified in the Budget Summary without express prior written approval of GRANTEE. SUBRECIPIENT acknowledges that verbal authorizations shall not be deemed a substitute for written approval.

7. USE OF FUNDS

Funds allocated pursuant to this Agreement shall be used exclusively for costs included in SUBRECIPIENT program budget. Agreement funds shall not be used as security or to guarantee payments for any non-program obligations, nor as loans for non-program activities.

8. BUDGET MODIFICATIONS

GRANTEE, or its designee, may allow budget modifications to this Agreement when such modifications are approved in advance in writing and: a) do not exceed \$8,000 per budget cost category; b) are specifically requested by SUBRECIPIENT; c) do not alter the amount of compensation with this Agreement; d) will not change the eligibility of the project goals or Scope of Services under this Agreement; e) are in the best interests of GRANTEE and SUBRECIPIENT in performing the Scope of Services; and f) when related to salaries, are in accordance with applicable salary ordinances or laws. Requests for modification as described above are subject to review for compliance with the Consolidated Plan, budget summary and program description by the Housing Administrator.

9. CHANGES IN GRANT ALLOCATION

GRANTEE reserves the right to reduce the amount of CDBG funds to be paid hereunder when GRANTEE'S fiscal monitoring indicates that SUBRECIPIENT rate of expenditure will result in unspent funds at the end of the program year. Changes in the grant allocation will be done after consultation with SUBRECIPIENT and written notification by GRANTEE.

10. REVENUE DISCLOSURE REQUIREMENT

By its execution of this Agreement, SUBRECIPIENT certifies that it has previously filed with GRANTEE a written statement listing all revenue received, or expected to be received, by SUBRECIPIENT from Federal, State, City or County of Los Angeles sources, or from other governmental or private agencies, and applied or expected to offset in whole or in part any of the costs incurred by SUBRECIPIENT in conducting current or prospective projects, programs, services, or business activities, including, but not necessarily limited to, the project, program, service or business activity which is the subject of this Agreement. Such statement shall reflect the name and a description of such project, program, service, or business activity, the dollar amount of funding provided, or to be provided, by each and every agency for each such project, program, service, or business activity, and the full name and address of each such agency. During the term of this Agreement, SUBRECIPIENT shall prepare and file a similar written statement each time it receives funding from any agency which is in addition to that revenue disclosed in SUBRECIPIENT'S initial revenue disclosure statement hereunder. Such statement shall be filed by SUBRECIPIENT with GRANTEE within fifteen (15) calendar days following receipt of such additional funding. SUBRECIPIENT shall make available for inspection and audit by GRANTEE'S employees, agents, contractors, or other representatives, upon request, at any time during the duration of this Agreement and during a period of three (3) years thereafter, all of its books and records relating to the operation by it of each project, program, service, or business activity which is funded in whole or in part with governmental monies, whether or not such monies are received through GRANTEE. All such books and records shall be maintained by SUBRECIPIENT. Failure of SUBRECIPIENT to comply with the requirements of this section of the Agreement shall constitute a material breach of contract upon which GRANTEE may cancel, terminate, or suspend this Agreement.

11. JOINT FUNDING

For programs in which there are sources of funds in addition to CDBG funds, SUBRECIPIENT shall provide proof of such funding. GRANTEE shall not pay for any projects, programs, services, or business activities provided by SUBRECIPIENT which are funded by other sources. All restrictions and/or requirements provided in this Agreement relative to accounting, budgeting, and reporting applies to the total program regardless of funding sources.

12. PROGRAM INCOME

Program income represents net income directly generated from the use of CDBG funds by SUBRECIPIENT as a result of the activity funded under the terms of this Agreement. When such income is generated by an activity only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used. SUBRECIPIENT shall return program income to GRANTEE. Program income shall be returned to GRANTEE within thirty (30) days after the occurrence of any of the following: (A) disposition or sale of real or personal property

occurs or; (B) cumulative program income reaches increments of one thousand (\$1,000) dollars; or (C) the end of each fiscal year. SUBRECIPIENT shall include the reports required by Section 22, Program Reporting, all sources and amounts of program income on a monthly and year-to-date basis.

13. FISCAL LIMITATIONS

HUD may place programmatic or fiscal limitation(s) on CDBG funds not presently anticipated by the parties. Accordingly, GRANTEE reserves the right to revise, rescind, terminate for convenience or otherwise modify this Agreement because of or related to actions affecting HUD program funding. Where GRANTEE has reasonable grounds to question SUBRECIPIENT's fiscal accountability, financial soundness, or compliance with this Agreement, GRANTEE may act to suspend the operation of this Agreement for up to sixty (60) days upon three (3) days notice to SUBRECIPIENT of GRANTEE's intention to so act, pending an audit or other resolution of such questions. SUBRECIPIENT expressly acknowledges that such changes shall not be the basis for a claim for monetary or other damages. In no event, however, shall any revision made by GRANTEE affect expenditures and legally binding commitments made by SUBRECIPIENT before SUBRECIPIENT received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

14. NONEXPENDABLE PROPERTY

SUBRECIPIENT shall maintain an accurate and independently verifiable record for each item of nonexpendable property acquired for this program with CDBG funds. This record shall be provided to GRANTEE upon request. "Nonexpendable property" shall include tangible personal property, including but not limited to computer equipment, office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposal of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of GRANTEE and otherwise comply with all applicable laws and regulations. Upon termination of this Agreement, GRANTEE reserves the right to determine the final disposition of said nonexpendable property acquired for this program with CDBG funds, including funds derived therefrom. Said disposition may include GRANTEE taking possession and title of said nonexpendable property. Nonexpendable personal property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of five hundred (\$500) dollars or more per unit.

15. EXPENDABLE PERSONAL PROPERTY

Expendable personal property refers to all tangible personal property other than nonexpendable personal property.

16. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY OR EQUIPMENT

SUBRECIPIENT shall obtain competitive bids prior to purchasing or leasing any nonexpendable personal property or equipment over five hundred (\$500) dollars in unit value and having a life expectancy of more than one (1) year. Such property shall be properly tagged and inventoried. This inventory shall be provided to GRANTEE promptly upon request.

17. ACQUISITION OF SUPPLIES AND EQUIPMENT

SUBRECIPIENT may purchase from a related agency/organization only if a) prior authorization is obtained in writing from GRANTEE; b) charges do not exceed the authorized amount and minimum written specifications are met; c) a community related benefit is derived from such SUBRECIPIENT-related acquisition; and d) no conflict of interest for private gain accrues to SUBRECIPIENT or its directors, employees, agents or officers or their respective relatives by blood or marriage. For purposes of this Agreement, "relatives" includes parents, child, spouse, brother, sister, in-laws and step relationships.

GRANTEE reserves the right to disallow any purchase from any vendor of supplies, equipment, nonexpendable property or expendable property which is purchased in whole or in part with funds provided by this Agreement. SUBRECIPIENT may seek prior approval of GRANTEE for any such expenditure, and prior approval which is granted shall be binding on GRANTEE unless such expenditure violates federal law or regulations or is disallowed by HUD.

18. PURCHASE

Purchase of equipment or property must be completed before the end of the 4th quarter in any calendar year and all equipment invoices must be submitted by the end of the last month of the term of this Agreement.

19. TRAVEL AND CONFERENCE RESTRICTIONS

SUBRECIPIENT certifies and agrees that travel and conference expenses for persons other than employees of SUBRECIPIENT, will not be paid by funds provided through this Agreement. No travel expenses for out-of-state travel shall be included in this Agreement unless specifically listed in the Budget Summary, attached hereto. SUBRECIPIENT further agrees that any travel expense incurred by SUBRECIPIENT which is not listed in the Program Budget shall not be paid by funds provided through this Agreement.

20. USE OF FUNDS FOR ENTERTAINMENT, GIFTS, OR FUND RAISING ACTIVITIES

SUBRECIPIENT certifies and agrees that it will not use funds provided through this Agreement to pay for any entertainment, gifts, or fund raising activities.

21. MONITORING

GRANTEE will conduct quarterly program monitoring to review beneficiary files and program records. GRANTEE and HUD shall have the right of access to all activities and facilities operated by SUBRECIPIENT under this Agreement. Facilities include all files, records and other documents related to the performance of this Agreement. Activities include attendance staff, board of directors, advisory committee and advisory board meetings and observation of on-going program functions. SUBRECIPIENT will permit on-site inspection by GRANTEE and HUD and ensure that its employees and board members furnish such information as, in the judgment of GRANTEE and HUD representatives,

may be relevant to compliance with contractual conditions and HUD directives, or the effectiveness, legality and achievements of the program.

Substandard performance as determined by GRANTEE will constitute non-compliance with and a breach of this Agreement. If action to correct and cure such substandard performance is not taken and completed by SUBRECIPIENT within a reasonable period of time after being notified by GRANTEE, this Agreement may be suspended or terminated by GRANTEE in accordance with its suspension or termination procedures.

22. BENEFICIARY QUALIFICATION

Persons qualifying for program services on the basis of income, hereinafter referred to as BENEFICIARIES, shall have an annual household gross income equal to or less than the low- and moderate-income limits defined by the U.S. Department of Housing and Urban Development (HUD) Income Limits. SUBRECIPIENT is responsible for obtaining from GRANTEE the current applicable HUD Income Guidelines for each year of the Agreement term identified in Section 2, Time of Performance. Under CDBG regulations, the following clientele categories qualify as presumed to benefit persons, 51% of whom are low-and-moderate income: Abused Children; Battered Spouses; Elderly Persons (62 and older); Handicapped Persons; Homeless Persons; Illiterate Persons; Migrant Farm Workers. However, SUBRECIPIENT shall document the household income of all BENEFICIARIES by obtaining from BENEFICIARIES, completed "Beneficiary Qualification Statements."

23. PROGRAM REPORTING

SUBRECIPIENT agrees to prepare and submit financial, program progress, evaluations and other reports as required by HUD or GRANTEE directives. SUBRECIPIENT shall maintain such property, personnel, financial and other records and accounts as are considered necessary by HUD or GRANTEE to assure proper accounting for all Agreement funds. All SUBRECIPIENT records, with the exception of confidential client information, shall be made available to representatives of GRANTEE and the appropriate Federal agencies. SUBRECIPIENT is required to submit data necessary to complete the "Annual Grantee Performance Report" or "Consolidated Annual Performance and Evaluation Report (CAPER)", in accordance with HUD regulations in the format and at the time designated by GRANTEE.

24. FINANCIAL MANAGEMENT

A. Accounting

SUBRECIPIENT agrees to comply with OMB Circular A-110 and further agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122 "Cost Principles for Non Profit Organizations" or A-21 "Cost Principles for Education Institutions," as applicable, for all costs incurred whether charged on a direct or indirect basis.

25. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National objectives of the CDBG program;
- c. Records required for determining the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the Fair Housing and Equal Opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR part 570.502, and OMB Circular A 110; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

B. Retention

SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

C. Client Data

SUBRECIPIENT shall maintain and submit client data demonstrating client eligibility for services provided by obtaining completed "Beneficiary Qualification Statements." Such data shall include, but not be limited to, client name, address, income or for determining eligibility and description of service provided. Such information shall be made available to GRANTEE monitors or their designees for review upon request during on-site monitoring.

D. Disclosure

SUBRECIPIENT understands that client information collected under this Agreement is private and the use, dissemination, transmission or other disclosure of such information, when not directly connected with the administration of the GRANTEE'S or SUBRECIPIENT'S responsibilities with respect to services provided under this Agreement, is strictly prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian. SUBRECIPIENT shall take all commercially reasonable action and implement such necessary procedures to safeguard the privacy of all client information and shall provide GRANTEE promptly upon request a narrative description of such safeguards.

E. Property Records

SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 25 CFR Parts 570.503(b) (8), as applicable.

F. Close-Out

SUBRECIPIENT'S obligation to the GRANTEE under this Agreement shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets, including the return of all unused material, equipment, unspent cash advances, program income balances, and accounts receivable to GRANTEE and determining the custodianship of records.

G. Audit and Inspections

SUBRECIPIENT shall arrange for an independent financial/compliance audit to be performed within the direction of Generally Accepted Auditing Standards and Government Auditing Standards and conducted for each fiscal year during the term of this Agreement. Such audit shall be completed not later than one hundred twenty (120) days following the end of such fiscal year. In the event SUBRECIPIENT receives \$500,000 or more in the aggregate in federal funds from all federal funding sources within a fiscal year, SUBRECIPIENT shall be required to perform an audit in compliance with OMB Circular A-133.

SUBRECIPIENT shall submit a copy of the audit report to GRANTEE within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, SUBRECIPIENT shall provide to GRANTEE a "Corrective Action Plan" which shall contain a written response to any concerns or findings identified in said audit report. The response must examine each concern or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six (6) months after receipt of the audit report. Any concern or finding will be referred to the HUD field office.

GRANTEE, or HUD, may make additional audits or reviews, as necessary, to carry out the responsibilities of SUBRECIPIENT under Federal, State or Local laws and regulations. SUBRECIPIENT agrees to cooperate fully with all persons conducting said additional audits or reviews. GRANTEE and its authorized representatives shall, at all times, have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property and premises of SUBRECIPIENT.

If indications of misappropriation or misapplication of the funds of this Agreement cause GRANTEE to require an additional audit, the cost of the audit will be encumbered and deducted from this Agreement budget. Should GRANTEE subsequently determine that the additional audit was not warranted, the amount encumbered will be restored to the Agreement budget. SUBRECIPIENT shall reimburse all misappropriation or misapplication of funds to GRANTEE.

26. ASSIGNMENT

This Agreement is not assignable by SUBRECIPIENT without the express written consent of GRANTEE. Any attempt by SUBRECIPIENT to assign any performance of the terms of this Agreement shall be null and void and shall constitute a material breach of this Agreement.

27. TERMINATION AND TERMINATION COSTS

This Agreement may be terminated in whole or in part at any time by either party upon giving thirty (30) days notice in writing to the other party. GRANTEE and SUBRECIPIENT shall set forth the reasons and conditions for termination in compliance with the provisions of federal regulations at 24 CFR Part 85.44, Termination for Convenience.

GRANTEE may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Agreement activity, or if for any reason the timely completion of the work under this Agreement is rendered improbable, infeasible or impossible. If SUBRECIPIENT materially fails to comply with any term of this Agreement, GRANTEE may take one or more of the actions provided under federal regulation at 24 CFR Part 85.43, including, without limitation, temporarily withholding cash, disallowing non-compliant costs, wholly or partly terminating the award, withholding future awards, and other remedies that are legally available. In such event, SUBRECIPIENT shall be compensated for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that have been previously reimbursed, to the date of said termination to the extent that CDBG funds are available from HUD.

28. REVERSION OF ASSETS

Upon termination of this Agreement SUBRECIPIENT shall transfer to GRANTEE all real property acquired or improved in whole or in part with CDBG funds in excess of \$25,000 under this Agreement; or it must be disposed of in a manner resulting in a reimbursement to GRANTEE in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

29. TIME OF PERFORMANCE MODIFICATIONS

GRANTEE may grant time of performance modifications to this Agreement when such modifications:

- a. In aggregate do not exceed twelve (12) calendar months;
- b. Are specifically requested by SUBRECIPIENT;
- c. Will not change the project goals or scope of services;
- d. Are in the best interests of GRANTEE and SUBRECIPIENT in performing the scope of services under this Agreement; and
- e. Do not alter the amount of compensation under this Agreement.

30. INDEPENDENT CONTRACTOR

At all times hereunder, each of GRANTEE and SUBRECIPIENT will be acting in an independent capacity and not as agents, employees, partners, joint venture, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employees of the other party for any purpose whatsoever.

31. AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE

SUBRECIPIENT shall make every commercially reasonable good faith effort to ensure that all projects funded wholly or in part by CDBG funds shall provide equal employment and career advancement opportunities for minorities and women, consistent with Federal and State laws. In addition, SUBRECIPIENT shall make every commercially reasonable good faith effort to employ residents of the area and shall keep a record of the positions that have been created directly or as a result of this program.

SUBRECIPIENT agrees to comply with the provisions of the Affirmative Action Compliance Program of GRANTEE and rules and regulations adopted pursuant thereto. SUBRECIPIENT shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, applicable California Public Contracts Code and other applicable Federal, State, and GRANTEE laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

32. PERSONNEL AND PARTICIPANT CONDITIONS**A. Civil Rights****1. Compliance**

SUBRECIPIENT agrees to comply with Title I of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11365 and 12086.

2. Nondiscrimination

SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability or other handicap, age, marital/familial status, or status with regard to public assistance. SUBRECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602 in regards to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement. SUBRECIPIENT shall cause or require a covenant-running-with-the-land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the GRANTEE and the United States Government are beneficiaries of and entitled to enforce such covenants. SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. SECTION 504

SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C 706), which prohibits discrimination against the handicapped in any Federally assisted program.

B. Affirmative Action**1. Access to Records**

SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

2. **EEO/AA Statement**

SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

33. **RELIGIOUS PROSELYTIZING OR POLITICAL ACTIVITIES**

SUBRECIPIENT agrees that it will not perform or permit any religious proselytizing or political activities in connection with the performance of this Agreement. Funds under this Agreement will be used exclusively for performance of the work required under this Agreement and no funds made available under this Agreement shall be used to promote any religious or political activities.

34. **CONFLICT OF INTEREST**

SUBRECIPIENT, its directors, officers, agents and employees shall comply with all applicable Federal, State and Local laws and regulations governing conflict of interest. To this end, SUBRECIPIENT will make available to its directors, officers, agents and employees copies of all applicable Federal, State, and Local laws and regulations governing conflict of interest. In particular, the following Federal regulation paraphrased from 24 CFR 570-611, Conflict of Interest: Except for salaries and related administrative or personnel costs, no employees, agents consultants, officers or elected officials or appointed officials, of subrecipients which receive CDBG funds, who exercise or have exercised any CDBG functions or who are in a position to participate in a decision making process or gain inside information, may obtain a personal or financial interest or benefit from a CDBG assisted activity or any CDBG funded contract, subcontract or agreement, during their tenure or for one year thereafter.

SUBRECIPIENT shall furnish to GRANTEE, prior to GRANTEE's execution of this Agreement, a written list of all current or proposed subgrantees/subcontractors, vendors or personal service providers, including subsidiaries of SUBRECIPIENT. This list should be limited to those subgrantees/subcontractors, vendors or personal service providers, including subsidiaries of SUBRECIPIENT, which will receive \$10,000 or more during the term of this Agreement. Such a list shall include the names, addresses, telephone numbers, and identification of principal party (ies), and a description of services to be provided. During the term of this Agreement, SUBRECIPIENT shall notify GRANTEE in writing of any change in the list of subgrantees/ subcontractors, vendors, personal service providers or subsidiaries of SUBRECIPIENT within fifteen (15) days of change.

35. **REPRESENTATIONS AND WARRANTIES**

SUBRECIPIENT represents and warrants: (A) that SUBRECIPIENT is a duly organized and validly existing nonprofit corporation in good standing under the laws of the state of its incorporation; (B) that the form, terms and provisions of this Agreement have been approved in all respects by SUBRECIPIENT's governing board at a meeting duly noticed and held; (C) that SUBRECIPIENT's executive director has been duly authorized to execute and deliver this Agreement on behalf of SUBRECIPIENT; (D) that SUBRECIPIENT's execution, delivery and performance of this Agreement are not in contravention of any provision of law, or of any agreement, by which SUBRECIPIENT is bound; (E) no action or proceeding is now pending or, to the best of SUBRECIPIENT's knowledge, is threatened, against SUBRECIPIENT, in equity or otherwise, before any court, board, commission, agency or instrumentality of the Federal Government or any state government or of any municipal government or any agency or subdivision thereof; or before any arbitrator or panel of arbitrators; (F) SUBRECIPIENT is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material contractual obligation of SUBRECIPIENT, and no condition exists which with the giving of notice or the lapse of time or both would constitute such a default; (G) all financial statements furnished to GRANTEE by SUBRECIPIENT are true, correct and complete in all material respects and all other information previously furnished by or on behalf of SUBRECIPIENT to GRANTEE in connection with this Agreement is true, complete and correct in all material respects and does not fail to state any material fact necessary to make the statements made not misleading; and (H) no material adverse change in the operations or financial condition of SUBRECIPIENT has occurred since the selection of SUBRECIPIENT and the allocated award of CDBG funds were approved by the City Council of the City of South Gate at the duly noticed public hearings held on March 13, 2018.

36. **INDEMNIFICATION**

SUBRECIPIENT shall indemnify, hold harmless and defend GRANTEE (with legal counsel selected by GRANTEE) and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from SUBRECIPIENT acts, errors or omissions and for any costs or expenses incurred by GRANTEE on account of any claim therefore, except where such indemnification is prohibited by law. SUBRECIPIENT shall promptly notify GRANTEE in writing of the occurrence of any such claims, actions, losses, damages, and/or liability. SUBRECIPIENT shall indemnify and hold harmless GRANTEE against any liability, claims, losses, demands, and actions incurred by GRANTEE as a result of the determination by HUD or its successor that activities undertaken by SUBRECIPIENT under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to SUBRECIPIENT under this Agreement were improperly expended.

37. **INSURANCE REQUIREMENTS**

Without in any way affecting the indemnity herein provided and in addition thereto, SUBRECIPIENT shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

Workers' Compensation - A program of Worker's Compensation insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of SUBRECIPIENT and all risks to such persons under this Agreement.

Commercial General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million (\$1,000,000) dollars.

Additional Named Insurance - All policies, shall contain additional endorsements naming GRANTEE and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by GRANTEE.

Proof of Coverage - SUBRECIPIENT shall immediately furnish certificates of insurance to GRANTEE evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to GRANTEE, and SUBRECIPIENT shall maintain such insurance from the time SUBRECIPIENT commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, SUBRECIPIENT shall furnish to GRANTEE certified copies of the policies and all endorsements. SUBRECIPIENT shall complete and submit, insurance inventory, along with the above required insurance documents.

Insurance Review - The above insurance requirements are subject to periodic review by GRANTEE. GRANTEE's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of GRANTEE. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against GRANTEE, inflation, or any other item reasonably related to the GRANTEE's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of receipt.

38. ENVIRONMENTAL CONDITIONS

A. Air and Water

SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- i. Clean Air Act, 42 U.S.C., 7401, et seq.
- ii. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 115 and Section 308, and all regulations and guidelines issued thereunder.
- iii. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations in 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

SUBRECIPIENT agrees to comply with the Historic Preservation requirement set forth in the National Historic Preservation Act of 1966, as amended (17 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or Local historic property list.

39. COMPLIANCE WITH LAWS

SUBRECIPIENT agrees to comply with all applicable Federal, State, and Local laws, ordinances, regulations, and directives as they pertain to the performance of this Agreement. This Agreement is subject to and incorporates the terms of the ACT; 24 Code of Federal Regulations, Part

40. LOBBYING

SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code.

SUBRECIPIENT certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of this certification be included in any award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

41. AMENDMENTS

This Agreement with exhibits embodies the whole of agreements of the parties hereto. There are no oral agreements not contained herein. No amendment of this Agreement shall be valid unless made in the form of a written amendment to this Agreement formally approved and executed by both parties.

42. NOTICES

All notices shall be served in writing. The notices shall be sent to the following addresses:

CITY OF SOUTH GATE:
Vivian M. Garcia, Housing Administrator
Community Development Department
8650 California Avenue
South Gate, CA 90280
Phone: (323) 563-9585
Fax: (323) 567-0725
E-Mail: vgarcia@sogate.org

SUBRECIPIENT:
LaVerne Bates
Tweedy Mile Association
3470 Tweedy Blvd.
South Gate, CA 90280
Phone: (323) 564-8244
batesrealty@yahoo.com

With a courtesy copy to:

CITY CLERK
CITY OF SOUTH GATE
8650 California Avenue
South Gate, CA 90280
Phone: (323) 563-9511
Fax: (323) 563-5411

43. COUNTERPART EXECUTION

This Agreement may be executed in one or more counterparts. When executed, each counterpart shall be deemed an original irrespective of date of execution. Said counterparts shall together constitute one and the same Agreement.

The selection of SUBRECIPIENT and the allocated award of CDBG funds were previously approved at the duly noticed public hearings held on March 13, 2018 by the City Council of the City of South Gate. This Agreement is an acknowledgment of that selection and allocation of CDBG funds and subsequent responsibilities of the SUBRECIPIENT and GRANTEE.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

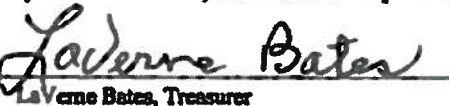
EXECUTED AND APPROVED as of the 10th of July 2018.

Grantee:
CITY OF SOUTH GATE

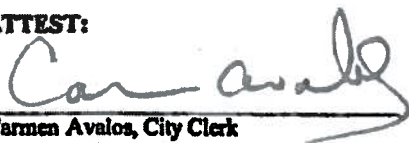
Subrecipient:
Tweedy Mills Association, a California non-profit corporation

By: 

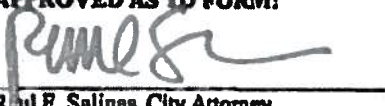
María Belén Bernal, Mayor

By: 

Laverne Bates, Treasurer

ATTEST:


Carmen Avalos, City Clerk
(Seal)

APPROVED AS TO FORM:


Raul F. Salinas, City Attorney

EVENT LICENSE AGREEMENT
BETWEEN THE
CITY OF SOUTH GATE
AND
TWEEDY MILE ASSOCIATION

This Event License Agreement ("Agreement") is effective as of February 28, 2017, and is made and entered into by and between the City of South Gate, a municipal corporation ("City"), and the Tweedy Mile Association, a California corporation ("Licensee"). City and Licensee are sometimes collectively referred to herein as the "parties."

RECITALS

Whereas, Licensee desires to organize and produce the Tweedy Street Fair Festival event ("Event") within the City of South Gate on the Friday through Sunday, inclusive, on the first weekend of June, during the term of this Agreement.

Whereas, the City will close to vehicular traffic Tweedy Boulevard, between California Avenue and Alexander Avenue, a for a limited time period, and wherein Licensee will provide Fair equipment, entertainment and festivities with which to attract members of the public, all for the benefit of Licensee and City, as herein provided; and

Whereas, Licensee warrants to the City that it has the qualifications, experience and facilities to perform properly and timely in producing the Event permitted under this Agreement; and

Whereas, City is willing to grant a special event permit and license to Licensee for operation of the Event on Tweedy Boulevard under the terms and conditions herein stated.

Whereas, the Agreement is intended to cover a three year cycle for Events in 2017, 2018 and 2019.

NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1.1 OBLIGATIONS AND DUTIES OF THE PARTIES

- A. City hereby grants to Licensee a temporary exclusive license to use a designated portion of the City's right-of-way known as Tweedy Boulevard, between California Avenue and Alexander Avenue, for the limited purpose of conducting the Fair during the times specified in Section 4.1 Hours of Operation.
- B. Licensee is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of City.

1.1 REVOCABILITY

City may in its sole and unfettered discretion, revoke this permit and license and/or terminate the Agreement without cause upon thirty (30) days advance written notice. In the event that any of the terms of this Agreement or city ordinances are violated, or, in the event that, in the City's sole discretion and judgment, there is an eminent threat to public health or safety, City may revoke this permit and license at any time and require that all activities related to the license be ceased. In the event that the City should revoke the permit as a result of an eminent threat to public health or safety, the City shall not be responsible for any additional costs or lost revenues incurred by licensee.

1.2 CITY AGENT

The City's Director of Community Development, or his/her designee ("Director"), for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Licensee understands that the Director has the authority to provide that approval or authorization. The Director retains full discretion to consult with the City Manager, City Attorney, other City personnel and consultants, and the City Council, as necessary, during the term of this Agreement relating to such approvals or authorizations related to Licensee's event hereunder.

2.0 TERM OF AGREEMENT

This Agreement will become effective upon execution and will remain in effect until June 30, 2019 unless otherwise expressly extended or revoked in writing.

3.0 FAIR AREA

The Fair shall be conducted on that portion of Tweedy Boulevard, between California Avenue from the eastern most boundary of the intersection crosswalk (thereby leaving the intersection open, and unaffected by the Fair) and Alexander Avenue from the western most boundary of the intersection crosswalk (thereby leaving the intersection proper open, and unaffected by the Fair). Said portion of Tweedy Boulevard is hereby designated as the "Fair Area." The intersection at Otis and California shall at all times remain accessible to emergency traffic.

3.1 HOURS OF OPERATION

The Fair shall operate within the following days and times:

- Friday from 5:00 p.m. to 12:00 a.m.
- Saturday from 12:00 noon to 12:00 a.m.
- Sunday from 12:00 noon to 10:00 pm.

Entertainment stages will close 1 hour prior to closing each day. The Licensee will cease selling carnival tickets at 11:00 p.m. on Friday and Saturday, and Sunday at 9:00 pm.

3.2 TOTAL FAIR TIME

"Total Fair Time" shall be that period of time between the commencement of the Fair (Friday at 5:00 p.m.) and its conclusion (Sunday at 10:00 p.m.). "Total Fair Time" is subject to City approval.

3.3 SET-UP

The license granted by City to Licensee to use the Fair Area shall be and remain in effect on the days and during the hours specified below:

- A. From 8:00 p.m. on the Wednesday before the Street Fair for the purpose of setting up the equipment and supplies required to conduct the Fair ("Set Up Time") through and including 8:00 a.m. on the Monday following the Street Fair for the purpose of removing the Fair equipment ("Break Down Time"), subject to the terms and conditions set forth below. Set Up Time and Break Down Time are collectively referred to as "Preparation Time."**
- B. From Wednesday 8:00 p.m. from California to San Carlos, for the purpose of setting up carnival rides; from Thursday 12:00 a.m. (midnight Wednesday evening), from Alexander Avenue to San Vincente Avenue, for the purpose of setting up carnival rides, and equipment and supplies required to conduct the Fair.**
- C. Set Up and Breakdown Times are subject to City approval.**

3.4 CLEAN-UP

- A. Licensee shall, at its sole cost and expense, engage adequate personnel and equipment as is necessary to clean the Fair area and return it and its environs to the condition it was prior to the Fair.**
- B. Should Licensee fail to adequately clean the Fair Area in a timely fashion, City will perform the work and charge Licensee for all costs associated with the clean-up.**

4.0 EQUIPMENT

Licensee shall, at its sole cost and expense, and during the Set Up Time, place, construct, install and set up in the Fair Area, such as food booths, non-food booths, games, carnival rides, stages and stage areas for entertainment and side shows, portable toilets, trash receptacles, generators, ticket sales booths, and other facilities and equipment required to conduct the Fair ("Equipment"), subject to the following terms and conditions:

A. Minimum Requirements for such Equipment shall be as follows:

- 1. Canopies, canvas, and similar material constituting any of such Equipment, and particularly concessionaire booths, shall be made of fire retardant material.**
- 2. All concessionaire booths shall meet Health Department and Fire Department requirements for the sale of merchandise or food products.**

B. Equipment Placement Plan

Licensee shall provide City with an Equipment Placement Plan for all Equipment at least fifteen (15) days before the Event. Said Equipment Placement Plan shall include an "approximately-to-scale" diagram of the Fair Area, on which shall be interposed a diagram of each piece of Equipment.

The Licensee shall make any final decision regarding Equipment Placement, in the exercise of reasonable discretion, after good faith consultation and discussion with City, except as to the following:

1. Electrical generators shall be located in such a manner as to minimize the noise impacts on surrounding residents and those attending the Fair.
2. A sufficient number of portable toilets shall be provided and shall be located in such a manner as to minimize any offensive odors and noise impacts on surrounding residents and those attending the Fair.
3. All Equipment shall be located in such a manner as to permit a continuous open and unencumbered path, at least ten feet (10') wide, between the entrances on each end of the Fair Area so as to permit an emergency vehicle to enter and exit the Fair Area without requiring the movement of any Equipment.

C. Small Trash Receptacles

Licensee shall provide a sufficient number of small trash receptacles and shall identify the locations of such small trash receptacles in the Equipment Placement Plan.

D. Area and Equipment Maintenance

Licensee shall hire and maintain sufficient personnel to correct mechanical problems with the Equipment, and to keep the same clean and orderly. This shall include, but is not limited to, the duty to keep all portable toilets and all trash receptacles in a clean and neat appearance at all times, and to keep all offensive odors to a minimum.

5.0 ADVERTISING

Licensee shall provide for thorough public awareness of the Fair. In connection with said duty, Licensee shall be responsible for the following:

A. Advertising

Licensee shall, at its sole cost and expense, prepare, develop and submit to City thirty (30) days prior to the Event flyers, posters and street banner to advertise the event to the community.

B. Schedule of Activities.

Licensee shall develop a Schedule of Activities which is consistent with, and includes, all of Licensee's duties to provide the Equipment and entertainment required under this Agreement; and submit to City for review (30) days prior to the Event.

6.0 CONCESSIONAIRE RENTALS

Between the execution of this Agreement and the commencement of the Total Fair Time, Licensee shall use its best efforts to encourage concessionaire participation, especially among South Gate vendors, and to promote booth rental agreements with concessionaires willing to participate in the Fair, all on such terms and conditions as Licensee deems reasonably appropriate following good faith consultation with the City; provided, however, that such terms and conditions shall not be inconsistent with the following:

A. Electricity.

Licensee shall provide, at its sole cost and expense, electricity (110V, 15A service), and bring same to one point at the booth of any concessionaire requiring same. Concessionaires shall provide their own electric cords for the distribution of electricity to any appliances requiring same. Additional power may be provided at concessionaires' cost.

B. Rules and Regulations.

Each booth rental agreement shall contain rules and regulations which have been adopted by Licensee and approved in advance by City.

C. Booth Equipment.

Concessionaires shall provide their own tables, lights, electric cords, water hoses, and such other equipment and supplies as they deem necessary and appropriate to conduct their activities from the rented booth.

D. Business License Required.

In lieu of requiring each individual Concessionaire to obtain a business license from the City directly, the City will issue a single venue license/permit to the Licensee which will cover all concessionaires approved by the Licensee for the duration of the Fair. The Licensee shall not pay any business license fee for the event. The Licensee shall submit a list of approved Concessionaires to the City prior to the event. Each approved Concessionaire shall have, in their possession at all times during the Fair, a flyer or other approved signage indicating that they are approved by the Licensee.

E. No Alcoholic Beverage Sales.

Concessionaires shall not be permitted to sell or otherwise distribute alcoholic beverages from anywhere on, around or near the Fair Area. Nothing herein is intended to preempt or contravene the laws, rules and regulations of the Alcoholic Beverage Control Board regarding the authorized sale and distribution of alcoholic beverages. Specifically, licensed liquor stores may continue to sell alcoholic beverages for off-site consumption from authorized locations.

F. Booth Rental Rates.

Licensee shall rent booths on the basis of a single fee for the Total Fair Time. Preference shall be given to South Gate merchants, civic organizations and residents. The Licensee, within thirty (30) days prior to the event, shall furnish the City a schedule of booth rental rates for concessionaires.

G. Inclement Weather.

Licensee shall include in the booth rental agreement an inclement weather policy which shall be uniformly applicable to all concessionaires. Licensee shall defend and hold City, its elected

and appointed officer, employees, agents and volunteers harmless from any claims asserted against the City for any loss or damage suffered by any concessionaire due to inclement weather.

7.0 SECURITY PLAN

Licensee shall, following consultation with the City's Police Department, submit a plan providing for the security of all those who attend or participate in the Fair. Such Plan shall relate to equipment used during the Fair Time and Preparation Time, City property (including any City barricades used in connection with the Fair), and concessionaire property, and shall be submitted to the City three (3) weeks prior to the Fair.-Said plan shall include, at a minimum:

- A. An element that requires all hired security personnel to be approved by City, if City so requests.**
- B. A requirement that all security personnel be in radio communication with the City's Police Department, if City so requests.**
- C. City shall promptly review said Security Plan, and, to the extent that modifications are required, City shall promptly meet with Licenses to negotiate changes to said Security Plan.**
- D. After any such meeting, City may modify said Security Plan in any manner that it deems reasonably appropriate to protect the public safety.**
- E. Licensee shall, at its sole cost and expense, engage such personnel and provide such equipment as is necessary to implement said Security Plan.**
- F. Licensee shall reimburse City the sum of Thirty Thousand Dollars (\$30,000) to help cover some of the costs and expenses incurred in providing police services and other City services related to the event. In the event that Tweedy Mile Street Fair expenses exceed revenue, the City will provide an additional subsidy for the exact loss up to \$10,000.**

8.0 CHARGES TO THE PUBLIC

LICENSEE shall not impose any admission charge upon any member of the public entering the Fair Area, or any charge for parking or for entertainment. Charges to be imposed upon members of the public for carnival rides and for exhibits shall be established by LICENSEE.

9.0 FAIR EMPLOYEE HOUSING

All fair employees shall be housed outside of the CITY's boundaries during the Total Fair Time and Preparation Time.

10.0 REIMBURSEMENT TO THE CITY

Within sixty (60) days after the conclusion of the Fair, LICENSEE shall deliver to CITY an accounting of all proceeds derived from the Fair, and shall, at that time, pay to CITY, by check, the amount of \$30,000 for reimbursement of expenses incurred in providing police services and other City services related to the event. In the event that Tweedy Mile Street Fair expenses exceed revenue, the City will provide an additional subsidy for the exact loss up to \$10,000.

11.0 AUDIT RIGHTS

The City shall have the right to examine and inspect all books, records, unsold tickets, and any other pertinent financial documentation related to the conduct of the Fair prepared by or in the possession of Licensee, or any of its employees or subcontractors.

12.0 DUTIES OF LICENSEE

A. Merchant Deliveries.

Licensee shall notify, in writing, all persons whose business property is adjacent to the Fair Area that the Fair is scheduled to occur, and the dates and times of the Fair. Licensee shall, in the same notice, encourage such persons to schedule deliveries and pick-up of merchandise at times other than during Total Fair Time.

B. Notification to Churches.

Licensee shall notify in advance, in writing, all churches located on Tweedy Boulevard of the dates and times of the Fair, and of the street closure required to conduct the Fair, thirty (30) days prior to the Fair.

C. Proximate Residents.

Licensee shall notify in writing all residents within three (3) block area north and south of the Fair Area of the occurrence of the Fair, the dates and times of the Fair, and of the street closure required by the Fair, thirty (30) days prior to the Fair.

D. Utilities.

Licensee shall provide, at its sole cost and expense, a source of electricity and water for each of the concessionaires requiring same.

E. Fair Concept.

Licensee shall prepare for the Fair during Set-Up Time, and shall use the Fair Area during the Total Fair Time in the manner, as herein specified. Licensee shall promptly remove all Fair equipment and during Break Down Time, return the Fair Area, and its environs, to the condition it was in prior to the Fair.

F. Entertainment.

Licensee shall, at its sole cost and expense, provide daily family-type entertainment acts, such as dancing, music or other similar entertainment. All entertainment proposed by Licensee shall be reviewed and approved by City in advance at least 14 days before the event. City has right to refuse and deny any participant or entertainment act from performing at the Street Fair.

G. Smoking Designated Areas.

Licensee shall provide smoking designated areas and identify the locations with signage

H. Parking.

4. Employee Personal Vehicles.

Licensee shall cause Fair employees to park those vehicles, not required for use in connection with the Fair, in such areas as City shall designate at or prior to commencement of Total Fair Time. No street parking shall be permitted.

5. Public Vehicles.

City shall encourage members of the public attending the Fair to park personal vehicles in such public or private parking lots as may be designated at or prior to Total Fair Time. Should City determine it necessary, City will permit the use of parking lots surrounding its Main Park to be used for public parking.

13.0 COMPENSATION TO LICENSEE

Except as provided herein Licensee will receive no compensation from the City for operation of the Event or other services provided by Licensee under this Agreement unless agreed to in advance by the Director in writing.

- A. Licensee may charge vendors a reasonable entry fee to participate in the Street Fair Festival or any related activities.
- B. Licensee may not charge parking fees associated with the Event.
- C. Licensee may charge vendors either a flat fee or a percentage of their gross sales, for their participation as a vendor in the Event. Licensee is solely responsible for the collection and accounting of any fees it may charge.
- D. Licensee may sell advertising, solicit sponsors and include affiliate organizations and businesses in order to secure financial support for the Event. City shall have final approval of all sponsors or advertisers who will be associated with or advertise at the event beyond Licensee, which approval shall not be unreasonably withheld. Licensee may not make any commitment or agreement which would exceed its rights under this agreement.

14.0 SPECIAL TERMS AND CONDITIONS

- A. **Street Fair Festival Management** – It is agreed that the Licensee will require the assistance of a professional carnival and entertainment management firm to provide carnival and entertainment management services including advertising, activity/food booths, entertainment and other related services. It is also agreed that these services may be provided by a non-profit or for-profit business or corporation at a reasonable fee. As a Co-Sponsor of the Event, the City reserves the right to have any contract for Carnival or Entertainment Management Services to be reviewed by the Director along with any fees charged as part of that agreement. The City reserves the right to refuse any event management firm or specific agreement at its sole discretion.

- B. Carnival Rides, equipment, supplies, and vehicles may not be stored at City Park facilities before, during or after Licensee's license period without express written consent from the Director of Parks and Recreation. In the event that the Carnival Ride Management Firm wishes to store or park equipment, rides or vehicles at City Park facilities, before, during or after the event, the Carnival Ride Management Firm must secure a parking permit from the Department of Parks & Recreation directly and pay a parking fee not to exceed \$500 per day. Licensee will not be allowed to secure such permit on behalf of the contractor. Carnival vehicles, rides or equipment parked or stored at City Park facilities without a permit will be subject to fines and impound.**
- C. Carnival Ride Overnight Parking –Carnival Ride Management Firm must make appropriate storage arrangements for all equipment, vehicles and rides which must be parked or stored for any period of time prior to set up or after cleanup. In no case may carnival rides or equipment arrive in the City prior to 8:00am on Tuesday and must be removed from the City by 8:00 am the following Tuesday.**
- D. Show Mobile Set-up – In the event that Licensee wishes to utilize the City's Show Mobile as an auxiliary stage during the event, Licensee must notify the City's Director of Parks & Recreation at least thirty (30) days prior to the event. Licensee will provide the City with a diagram indicating the location where the Show Mobile is to be set up. Licensee will arrange to have the Show Mobile delivered, set up and removed during normal City working hours. The City will waive all normal rental fees for the use of the Show Mobile and normal setup. Any extraordinary costs including overtime or special equipment will be reimbursed by Licensee.**
- E. Street Fair Festival Management and Notification to Residents and Businesses - Licensee shall work closely with the City to ensure a minimum of inconvenience to impacted residents and businesses along the Fair Area. Notices shall be delivered thirty (30) days before the Event by Licensee at Licensee's expense as required by City.**
- F. Assignments and Subletting - Licensee shall not assign or otherwise transfer all or any part of Licensee's rights in this Agreement without prior written approval from the City.**
- G. Family Event - Licensee has sole determination and responsibility of the acts, performers, schedule, vendors, and activities which together represent the nature and character of the Event. Licensee understands that this event and the facilities remain subject to all City Ordinances, Rules and Regulations and that the nature of the event shall be promoted and presented as a "Family Event" and that all events and activities shall be conducted at a level of decorum and behavior appropriate for all ages.**
- H. Modifications - Licensee may not make any modifications to existing facilities without express written consent from City. Any modifications so approved will be at the sole expense of Licensee and Licensee shall be responsible for all costs to restore Route to its original condition at the conclusion of the Event unless this condition is expressly waived by the City in writing.**
- I. Advertising - Licensee and City shall cooperate in developing a promotional plan for the Event. Licensee is solely responsible for all advertising costs associated with the Event. The City may, at its sole discretion, assist in advertising the Event through its own means and at its own cost. In doing so, City shall comply with all logos, slogans and other advertising**

standards provided by Licensee. Through this Agreement, Licensee is given express permission to use the City logo and/or the phrase "City of South Gate", in any of its advertising or promotions. All advertising materials shall be approved by City prior to its use or release to the public.

- J. Licensees shall notify all local governmental agencies having jurisdictional responsibility over the Event and cooperate with them in regards to their requirements for protection of the public, such as the Fire Department.**
- K. Sanitation - Licensee shall provide a sufficient number of portable toilets, including ADA compliant toilets, and trash receptacles to handle the needs of the attending public. Toilets shall be cleaned on a frequent basis. Trash cans shall be emptied with enough frequency to prevent overflow or the attracting of insects or other pests. Trash, litter and other debris not in trash cans will be picked up and removed from the Route throughout the event and with enough frequency to ensure a safe, healthy and inviting event location. Trash may be placed in dumpsters provided by the City at the City's expense.**
- L. Food spoils- Vendors who will be preparing food to be sold in the Street Fair Festival may not use City trash cans or dumpsters for food spoils or preparation waste. Such waste must be disposed of off-site.**
- M. City shall provide staff to patrol and monitor the Street Fair Festival which occupies City streets. The extent of these services shall be at the sole discretion of the City and shall be at the City's expense.**
- N. Licensee shall retain the right to revoke admission to the Event grounds of any person suspected to be in possession of any alcoholic beverages, illegal drugs, weapons, animals, or acting in a manner that may cause alarm to the general public.**
- O. Damage - In the event that any property damage is sustained as a result of the Event, Licensee agrees to repair the damage at Licensee's expense.**
- P. Pollution Discharge - Licensee shall be responsible for ensuring that Event and all associated activities are operated and maintained in compliance with the provisions of the National Pollution Discharge Elimination System (NPDES).**
- Q. Title to Abandoned Property Other Than Trash - All property, including personal property, fixtures and utility installations within the Route, shall, unless removed by Licensee at the conclusion of the Event, be deemed to be abandoned, and shall become property of the City.**
- R. Utilities - Unless specifically agreed to in writing, Licensee shall be responsible for all utilities except as provided by the City as part of its co-sponsorship.**
- S. Firearms - Firearms and explosives are expressly forbidden. Any employee, vendor, contractor or security personnel who will have a firearm while on the Route must receive special permission from the Chief of Police to do so. Any pyrotechnics or other event oriented explosive devices must be approved ahead of time by City and by Los Angeles County Fire Department.**

15.0 INDEMNIFICATION AND INSURANCE

- A. Licensee shall at its sole expense, maintain in effect at all times during the performance of work and services under this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California.**
- B. Licensee shall indemnify City, its elected officials, officers and employees, and shall hold City harmless, and shall defend City upon request and tender of defense, against any and all liability and loss, including but not limited to reasonable attorney's fees, which City may incur because of injury to any person or damage to or destruction of any property caused by Licensee, its agents, employees, manager, owners, members, vendors, customers, or invitees.**
- C. Not less than thirty (30) days prior to the start of each event, Licensee shall submit to the City certificates indicating the Permittee has obtained from insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California insurance policies for not less than the following coverage and limits of insurance:**
 - 1. General liability insurance coverage in an amount not less than \$5,000,000 for carnival rides and attractions; and \$1,000,000 for entertainment/fair management.**
 - 2. Workers' compensation coverage as required by law and with employer's liability limits of at least \$1,000,000 per occurrence.**
 - 3. Automobile coverage shall have a combined single limit of not less than \$1,000,000, for injuries arising out of one occurrence, and \$500,000 for property damages. The automobile and comprehensive general liability policies may be combined in a single policy.**
 - 4. Comprehensive General Liability insurance as follows:**
 - (a) An endorsement extending coverage to the City, its officers, agents and employees as an additional insured, in the same manner as the named insured, as respects liability arising out of activities related to this agreement.**
 - (b) A clause specifying that such insurance shall be primary insurance as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.**
 - (c) A "Severability of Interest" clause stating that the insurance policy applies to each insured person as if each had a separate insurance.**
 - (d) A provision or endorsement stating that such insurance, subject to all of its other terms and conditions, cover the operations of the Permittee pursuant to the terms of this Agreement.**
 - (e) If the Permittee allows the participation of children under the age of eighteen years, a policy including coverage of at least \$500,000 per occurrence for liability or claims related to molestation.**
 - 5. As a condition precedent to this Agreement, the Permittee shall maintain such insurance and shall provide to the City such subsequent certificates of insurance evidencing the continued maintenance of all required policies and endorsements throughout the term of this agreement.**

6. The requirements as to the types and limits of insurance to be maintained by the Permittee are not intended to and shall not in any manner limit or qualify the Permittee's liabilities and obligations under this Agreement.
7. Any policy or policies of insurance that the Permittee elects to carry as insurance against loss or damage to its equipment and other personal property used in the event of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.
8. All of the Permittee's policies shall contain an endorsement providing that written notice shall be given to the City at least thirty (30) calendar days prior to cancellation of the policy for any reason.
9. The Permittee shall require any and all subcontractors to provide comparable insurance unless specifically covered under Permittee's policy.
 - (a) Cover all operations and activities of the Permittee pursuant to the terms of this Agreement. AN ACTUAL COPY OF THE BLANKET ADDITIONAL INSURED POLICY LANGUAGE OR ENDORSEMENT MUST BE ATTACHED TO THE CERTIFICATE OF LIABILITY INSURANCE.

16.0 COMPLIANCE WITH LAWS AND PARK RULES

Licensee and all its vendors shall comply with all applicable laws, ordinances, rules and regulations of all governmental agencies, including, without limitation, all City and Park rules and regulations.

17.0 NON-DISCRIMINATION

The Licensee shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the event of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

18.0 CITY'S OBLIGATIONS

Except for the obligations of City specifically set forth in this Agreement, it is intended by the parties hereto that City shall have no obligation, in any manner whatsoever, to repair and maintain neither the Route, nor any structural improvements located thereon, nor any equipment now or hereafter located therein.

A. Condition of Premises

Licensees shall accept the Fair Area in its condition existing as of the date of the Event immediately preceding occupancy by Licensee or its vendor, customers, employees or agents. Licensee acknowledges that neither City, nor any representative of the City, has made any representation or warranty as to the present or future suitability of the Fair Area for the conduct of Licensee's business. Furthermore, City makes no representations as to

whether hazardous materials or toxic waste may be located on or near the subject premises.

B. Notification of unsafe conditions

In the event that the Licensee believes that an unsafe condition exists as a result of its inspection of the Fair Area prior to any scheduled Event, it is the responsibility of the Licensee to notify the Director of Community Development of such conditions immediately and ensure that Licensee activities, employees, vendors and members of the public are prevented from entering any area which may be deemed hazardous or unsafe by the Licensee until such conditions may be appropriately corrected.

C. Security Measures

Licensee acknowledges that nothing in this Agreement obligates the City to provide guard service or other security measures, and that City shall have no obligation whatsoever to provide same. Licensee assumes all responsibility for the protection of Event, its vendors, agents and invitees, from acts of third parties.

D. Restrictions on Vehicular Traffic

City shall take such measures as may be required to restrict all vehicular traffic during the Total Fair Time from the Fair Area, and to restrict all vehicular traffic during Preparation Time on Tweedy Boulevard in the Fair Area, in accordance with a plan to be prepared by Licensee and approved by City; provided, however, that such plan shall not restrict access by any emergency vehicles, the operators of which determine that access to, from or through the Fair Area during Total Fair Time or Preparation Time is necessary for an emergency response.

E. Waiver of License Fees and Certain Inspection Fees.

City hereby waives all business license fees and special permit fees normally required of individual Concessionaires for the Fair itself. City shall provide to Licensee, without charge, such inspection services as the Building and Safety Department may require of fairs or carnivals. Licensee shall arrange for all other inspections which are legally required, including, if necessary, health inspections and County Fire Department inspections.

The Department of Public Works allows temporary water use from its system hydrants. An application to obtain a permit to utilize the hydrant is available at City Hall in the Engineering Department. The fee to use the fire hydrants is \$975 dollars and it requires a \$1,000 dollar deposit (per meter) that will be refunded once City receives the meter back. The backflow device fee will be waived contingent of the backflow devices being returned. If the devices are stolen or damaged, the City will deduct the cost from the deposit.

19.0 RELATIONSHIP OF THE PARTIES

Licensee shall at all times act as an independent contractor to the City under this Agreement. Nothing in this Agreement shall be constructed as creating a partnership, joint venture, or agent relationship, it being understood that each of the parties hereto is responsible for its own separate debts and obligations. The Licensee shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any

control over the conduct of the Licensee, or any of the Licensee's employees or sub-contractors, except as herein set forth, and the Licensee expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants, employees or sub-contractors are in any manner employees of the City, it being distinctly understood that the Licensee is and shall at all times remain to the City a wholly independent contractor and the Licensee obligations to the City are solely such as are prescribed by this Agreement.

20.0 NOTICE TO PARTIES

Any notice required or permitted under this Agreement to be given by either party may be given by depositing in the United States mail, postage prepaid, first class, a notice addressed as follows:

To City:

City of South Gate
8650 California Avenue
South Gate, CA 90280
Attn: Joe Perez, Director of Community Development
(323) 563-9566/jperez@sogate.org

To Licensee:

Tweedy Mile Association
3472 Tweedy Blvd.
South Gate, CA 90280
Evan Greenspan, President
(213) 446-5946

21.0 GENERAL PROVISIONS

A. Legal Construction

1. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.
2. This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. This Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
3. The article and section, captions and headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.
4. Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

B. Waiver: Remedies Cumulative

Failure by a party to insist upon the event of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

C. Mitigation of Damages

In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

D. Partial Invalidity

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

E. Attorneys' Fees

The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

F. Entire Agreement

This Agreement constitutes the whole agreement between the City and the Licensee, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Licensee.

G. Severability

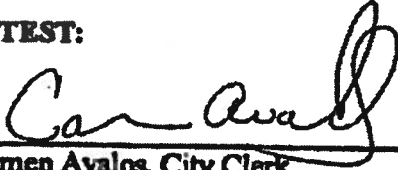
The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provisions hereof.

CITY OF SOUTH GATE:



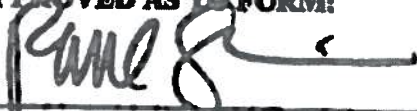
W.H. (Bill) De Witt, Mayor

ATTEST:



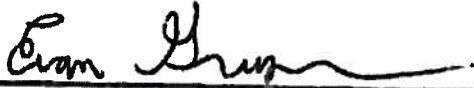
Carmen Avalos, City Clerk
(Seal)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

TWEEDY MILE ASSOCIATION:



Evan Greenspan, Tweedy Mile Association President

Contract No. 3262

**SPECIAL EVENT LICENSE AGREEMENT FOR CAR SHOW OPERATIONS
BETWEEN THE CITY OF SOUTH GATE
AND
TWEEDY MILE ASSOCIATION**

This License Agreement (AGREEMENT) is effective as of December 1, 2016, and is made and entered into by and between the City of South Gate, a municipal corporation (hereinafter referred to as the "CITY"), and Tweedy Mile Association (hereinafter referred to as the "LICENSEE").

RECITALS

A. Whereas, LICENSEE desires to hold and produce a Car Show event (CAR SHOW) within the City of South Gate; and

B. Whereas, CITY desires to continue to offer this historic event in South Gate as part of the annual Azalea CAR SHOW; and

C. Whereas, LICENSEE warrants to the CITY that it has the qualifications, experience and facilities to perform properly and timely in producing the CAR SHOW permitted under this Agreement.

D. Whereas, CITY is willing to grant a license to LICENSEE for operation of a CAR SHOW at South Gate Park under the terms and conditions herein stated.

NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1.0 GRANT OF EXCLUSIVE LICENSE

CITY hereby grants to LICENSEE a temporary, revocable and exclusive license to enter upon those areas of South Gate Park specified on the attached diagram Attachment A – (CAR SHOW AREA) and to use said property at the times and dates agreed upon by LICENSEE and CITY and attached hereto, according to the terms and conditions, herein provided. Unless otherwise stipulated or modified, the proposed events shall take place annually on the Sunday which falls during the Annual Azalea Festival and shall take place on the South Gate Golf Course, a specific schedule to be agreed upon in writing at least six months prior to each event.

1.1 Revocability

CITY may in its sole and unfettered discretion, revoke this license and/or terminate the agreement without cause upon thirty (30) days advance written notice. In the event that any of the terms of this agreement or city ordinances are violated, or, in the event that, in the CITY's sole discretion and judgment, there is an eminent threat to public health or safety, CITY may revoke this license at any time and require that all activities related to the license be ceased.

Both Attachment A – CAR SHOW AREA and Attachment B – SCHEDULE may be revised by mutual agreement of both parties at any time. Such revisions should be made in writing and signed by both parties as acknowledgement of their acceptance.

1.2 Exclusive

LICENSEE is granted exclusive use of the designated areas for the days and times specified in the agreement. CITY may not grant permission to other persons to use the same property, which is the subject matter of this Agreement at the same times as are herein specified without other or further notice to LICENSEE. CITY reserves the right for its staff and representatives to enter into the CAR SHOW AREA at any time for maintenance, security or monitoring purposes.

The exclusive nature of this agreement pertains solely to the use of the designated CAR SHOW AREA during the dates and times specified in this agreement. This exclusivity shall not be construed to prevent the CITY from any operations, licensing or use of the CAR SHOW AREA outside of the designated periods or to limit the ability of the CITY to offer other events or activities of a similar nature. CITY reserves the right to produce other events, whether or not they are similar in nature to LICENSEE's EVENTS or to enter into other license agreements so long as they do not directly conflict with LICENSEE's use of CAR SHOW AREA.

1.3 Temporary

Unless sooner revoked, rescinded, or terminated, this Agreement shall automatically expire as specified under Section 3: TERM OF AGREEMENT.

2.0 PERMISSABLE USE

Licensee shall use, under terms and conditions consistent with those set forth in this Agreement, the CAR SHOW AREA for the sole purpose of conducting a classic car show and other associated activities as specifically approved by CITY, and for no other purpose. All activities, vendors, performers, designated spectator areas, signage, preparation areas, support staff, vehicles and equipment shall be located in the CAR SHOW AREA.

All vendors, sales of merchandise and food service shall comply with all City, County and State laws and regulations including having a current business license with the CITY and adhering to all health codes. Licensee and sellers shall not interfere with or impede access for emergency vehicles. Any additional equipment or requirements needed to meet health codes or other regulations beyond those specifically outlined in this agreement as being "CITY responsibility" shall be the responsibility of LICENSEE.

3.0 TERM OF AGREEMENT

This agreement will become effective on upon execution and will remain in effect until December 1, 2019 unless otherwise expressly extended or revoked.

4.0 HOURS OF OPERATION

The license herein granted shall be valid only during days and hours as agreed to in advance by CITY and documented in Attachment B - Schedule. Normal hours of operation are between the hours of 6:00 a.m. and 10:00 p.m. Specific days and times shall be agreed upon by both parties at least 30 days prior to the event for each of the following activities; setup, performance and cleanup.

- a) Setup – Set up may begin on the day of the event no earlier than 6:00am. Prior to the scheduled start of set up, LICENSEE may have non-exclusive access as needed for measurement, inspection or other evaluation and planning purposes. There can be no deliveries of equipment or arrival of vehicles or staff prior to the setup period. At the beginning of the setup period, LICENSEE shall have exclusive use and full responsibility for the CAR SHOW AREA including all safety and security. CITY will not be responsible for equipment or other materials left in the CAR SHOW AREA. Members of the public shall not be allowed within the CAR SHOW AREA during Setup.
- b) Event – Event periods shall be those periods specified when the CAR SHOW AREA is open to the public. All sales, entertainment, carnival rides, games and associated activities shall be restricted to those hours designated for the Event period. No vehicles will be allowed to be moved in the CAR SHOW AREA while the public is present. Event periods will end no later than 10:00pm.
- c) Clean up – LICENSEE will have one day after the final performance to remove all equipment, materials and supplies from the CAR SHOW AREA and return the CAR SHOW AREA to its original condition. Clean up activities must take place between the hours of 6:00 a.m. and 10:00 p.m. Members of the public shall not be allowed within the CAR SHOW AREA during Cleanup.
- d) Materials, supplies, equipment and vehicles may not be stored at CITY facilities outside of the CAR SHOW AREA before, during or after LICENSEE's license period without express written consent from the CITY.

Days and times may be modified at any time by mutual written agreement of the parties.

5.0 LICENSE FEES. This event is acknowledged to be part of the CITY's annual Azalea Festival. As such, all fees associated with this LICENSE are to be waived. This LICENSE FEE is exclusive of any fees or costs owed by the LICENSEE to any other agency or business and is exclusive of those direct costs to be reimbursed to the CITY as specified in 7.0c below.

In addition and at the same time, LICENSEE shall provide CITY with a security deposit of \$1,000 to be held until all claims of damage or additional costs have been resolved and reimbursed to the CITY. At such time, CITY shall return LICENSEE's security deposit by check within 30 days.

6.0 COMPENSATION TO LICENSEE. LICENSEE will receive no compensation from the CITY for operation of the CAR SHOW or other services provided by LICENSEE in association with this agreement unless agreed to in advance by the DIRECTOR in writing.

- a) LICENSEE may not charge parking fees associated with the CAR SHOW.

- b) LICENSEE may charge entry fees for both entrants and spectators entering the CAR SHOW AREA.
- c) LICENSEE may charge vendors either a flat fee or a percentage of their gross sales, for their participation as a vendor in the CAR SHOW. LICENSEE is solely responsible for the collection and accounting of any fees it may charge.
- d) LICENSEE may sell advertising, solicit sponsors and include affiliate organizations and businesses in order to secure financial support for the CAR SHOW. CITY shall have final approval of all sponsors or advertisers who will be associated with or advertise at the event beyond LICENSEE. LICENSEE may not make any commitment or agreement which would exceed their rights as spelled out in this agreement and may not make any commitment or agreement on behalf of the CITY or in any way act or represent themselves as an agent of the CITY.

7.0 CITY AGENT. The Director of Parks & Recreation, or his/her designee (DIRECTOR), for the purposes of this Agreement, is the agent for the CITY; whenever approval or authorization is required, LICENSEE understands that the Director of Parks & Recreation, or his/her designee, has the authority to provide that approval or authorization.

8.0 SPECIAL TERMS AND CONDITIONS

- a) Habitation – Vendors, crew, performers and other employees, contractors or agents of LICENSEE shall not be allowed to habitate or otherwise camp or stay in the CAR SHOW AREA or on the park grounds or parking lots after hours of operation other than one designated security personnel who is responsible for monitoring and maintaining security and safety in the CAR SHOW AREA during those hours of non-operation.
- b) Fees - LICENSEE shall pay all fees and costs required by government agencies related to the CAR SHOW including permit fees, health inspections, business license, fire and other governmental charges.
- c) City Costs – LICENSEE shall pay all costs incurred by the CITY in relation to the CAR SHOW (CITY COSTS) including those costs associated with the CITY's obligations as outlined in this agreement. Such costs may include additional park maintenance, public works support, police services, etc. No less than 30 days prior to the CAR SHOW, CITY shall provide LICENSEE with an itemized estimate of all costs which the CITY can reasonably foresee for services and costs that the CITY expects to incur as a result of the CAR SHOW. These costs will be based upon services requested by the LICENSEE and for those services which the CITY feels, in its sole discretion, necessary for the safety and integrity of the facilities and the public. This estimate shall not limit the CITY's ability to require reimbursement for additional costs incurred by unforeseen incidents or for additional requests made by LICENSEE after the preparation of the estimate.
- d) Reimbursement to City – Within 7 days of the conclusion of the CAR SHOW, CITY shall provide LICENSEE with an accounting of those actual costs to be reimbursed as specified above. If LICENSEE wishes to dispute any costs included within the accounting, LICENSEE must do so in writing within 7 days of receipt of accounting report from CITY. Once CITY and LICENSEE agree on the amount to be reimbursed to the CITY, LICENSEE will provide payment in full within 7 days. Alternately, if the

Reimbursement to City is less than the Security Deposit, LICENSEE may request that the Reimbursement be deducted from the Security Deposit.

- e) **Security** – Unless otherwise agreed upon, the CITY shall provide security for the CAR SHOW through the resources of the South Gate Police Department. The CITY, at its sole discretion, shall determine the required level of security and at least 30 days prior to the CAR SHOW, shall provide LICENSEE with an operational plan for such along with an estimated cost for these services. All costs associated with security, police or public safety personnel provided as a direct result of the CAR SHOW shall be reimbursed by LICENSEE.
- f) **Firearms** – Firearms and explosives are expressly forbidden on the park. Any employee, vendor, contractor or security personnel who will have a firearm while on the park must receive special permission from the Chief of Police to do so. Any pyrotechnics or other performance oriented explosive devices must be approved ahead of time by CITY and by Los Angeles County Fire Department.
- g) **Talent** - LICENSEE has sole determination and responsibility of the acts, performers, schedule, vendors, and activities which together represent the nature and character of the CAR SHOW. LICENSEE understands that this event and the facilities remain subject to all Park Ordinances, Rules and Regulations and that the nature of the event shall be promoted and presented as a “Family Event” and that all performances and activities shall comply to a level of decorum, language and behavior which will create an atmosphere appropriate for all ages.
- h) **Equipment** – LICENSEE is provided with the CAR SHOW AREA in as-is condition. LICENSEE is responsible to provide all equipment, supplies and materials required to operate the CAR SHOW. All equipment and staging as well as booths, rides and other attractions must comply with all local, state and federal regulations as well as all industry standards for safety and proper operation.
- i) **Modifications** – LICENSEE may not make any modifications to existing facilities without express written consent from CITY. Any modifications so approved will be at the sole expense of LICENSEE and LICENSEE shall be responsible for all costs to restore CAR SHOW AREA to its original condition at the conclusion of the CAR SHOW unless this condition is expressly waived by the CITY in writing.
- j) **Advertising** – LICENSEE and CITY shall cooperate in developing a promotional plan for the CAR SHOW. LICENSEE is solely responsible for all advertising costs associated with the CAR SHOW. The CITY may, at its sole discretion, assist in advertising the CAR SHOW through its own means and at its own cost. In doing so, CITY shall comply with all logos, slogans and other advertising standards provided by LICENSEE. LICENSEE is hereby given express permission to use the City logo or the names City of South Gate, Parks & Recreation or South Gate Park as a co-sponsor of the event in any of its advertising or promotions. Unless otherwise agreed to, all advertising will refer to the CAR SHOW as the “Annual Azalea Car Show” and the City of South Gate Parks & Recreation Department will be designated as an event sponsor as mutually deemed appropriate.

- k) CITY may allow up to ten (10) booths to be set up in the CAR SHOW AREA by local organizations for the purpose of distributing information only. Such booths shall consist of no more than a 10'x10' canopy, one eight foot table and two chairs along with such display items and informational pieces required. All displays as well as canopy, table and chairs will be provided either by the organization or by the CITY.
- l) LICENSEE shall notify all local governmental agencies having jurisdictional responsibility over the CAR SHOW and cooperate with them in regards to their requirements for protection of the public.
- m) Sanitation - LICENSEE shall provide sufficient number of portable toilets, including ADA compliant toilets, and trash receptacles to handle the needs of the attending public. Toilets shall be cleaned on a frequent basis. Trash cans shall be emptied with enough frequency to prevent overflow or the attracting of insects or other pests. Trash, litter and other debris not in trash cans will be picked up and removed from the CAR SHOW AREA throughout the event and with enough frequency to ensure a safe, healthy and inviting event location. Trash may be placed in dumpsters provided by the CITY at the CITY's expense.
- n) Food spoils – Vendors who will be preparing food to be sold in the CAR SHOW AREA may not use CITY trash cans or dumpsters for food spoils or preparation waste. Such waste must be disposed of offsite.
- o) CITY shall provide staff to patrol and clean parking lots designated for CAR SHOW parking. Cost for such services shall be included in CITY COSTS and reimbursed by LICENSEE.
- p) Alcohol – LICENSEE understands and agrees that alcohol, alcohol related products or drug paraphernalia may not be sold or advertised in the CAR SHOW AREA or in relation to the CAR SHOW.
- q) LICENSEE shall retain the right to revoke admission to the CAR SHOW grounds of any person suspected to be in possession of any alcoholic beverages, illegal drugs, weapons, animals, or acting in a manner that may cause alarm to the general public.
- r) Damage - In the event that any property damage is sustained as a result of the CAR SHOW, LICENSEE agrees to repair the damage at LICENSEE's expense.
- s) Pollution Discharge - LICENSEE shall be responsible for ensuring that CAR SHOW and all associated activities are operated and maintained in compliance with the provisions of the National Pollution Discharge Elimination System (NPDES).
- t) Title to Abandoned Property other than Trash - All property, including personal property, fixtures and utility installations within the CAR SHOW AREA, shall, unless removed by LICENSEE at the conclusion of the CAR SHOW, be deemed to be abandoned, and shall become property of the CITY.
- u) Utilities – Unless specifically agreed to in writing, LICENSEE shall be responsible for all water, gas, heat, light, power, telephone, and other utilities and services required for the

CAR SHOW. If any such services are provided by the CITY and cannot be separately metered, LICENSEE shall pay a reasonable proportion of all charges jointly metered with other premises, as determined by CITY.

- v) **Assignments and Subletting** - LICENSEE shall not voluntarily or by operation of law assign, transfer, mortgage, pledge, or otherwise transfer or encumber all or any part of LICENSEE's interest in this Agreement or in the CAR SHOW AREA.

9.0 INDEMNIFICATION AND INSURANCE

9.1 LICENSEE shall indemnify CITY, its elected officials, officers and employees, and shall hold CITY harmless, and shall defend CITY upon request and tender of defense, against any and all liability and loss, including but not limited to reasonable attorney's fees, which CITY may incur because of injury to any person or damage to or destruction of any property caused by LICENSEE, its agents, employees, manager, owners, members, vendors, customers, or invitees.

9.2 Not less than thirty (30) days prior to the start of each event, LICENSEE shall submit to the CITY certificates indicating the Permittee has obtained from insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California insurance policies for not less than the following coverage and limits of insurance:

- i) General liability insurance coverage in an amount not less than \$5,000,000 if carnival rides or attractions are included or \$2,000,000 if they are not.
- ii) Workers' compensation coverage as required by law and with employer's liability limits of at least \$1,000,000 per occurrence.
- iii) Automobile coverage shall have a combined single limit of not less than \$1,000,000, for injuries arising out of one occurrence, and \$500,000 for property damages. The automobile and comprehensive general liability policies may be combined in a single policy
- iv) Comprehensive General Liability insurance as follows:
 - (a) An endorsement extending coverage to the City, its officers, agents and employees as an additional insured, in the same manner as the named insured, as respects liability arising out of activities related to this agreement.
 - (b) A clause specifying that such insurance shall be primary insurance as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.
 - (c) A "Severability of Interest" clause stating that the insurance policy applies to each insured person as if each had a separate insurance.

- (d) A provision or endorsement stating that such insurance, subject to all of its other terms and conditions, cover the operations of the Permittee pursuant to the terms of this Agreement.
- (e) If the Permittee allows the participation of children under the age of eighteen years, a policy including coverage of at least \$500,000 per occurrence for liability or claims related to molestation.
- v) As a condition precedent to this Agreement, the Permittee shall maintain such insurance and shall provide to the City such subsequent certificates of insurance evidencing the continued maintenance of all required policies and endorsements throughout the term of this agreement.
- vi) The requirements as to the types and limits of insurance to be maintained by the Permittee are not intended to and shall not in any manner limit or qualify the Permittee's liabilities and obligations under this Agreement.
- vii) Any policy or policies of insurance that the Permittee elects to carry as insurance against loss or damage to its equipment and other personal property used in the performance of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.
- viii) All of the Permittee's policies shall contain an endorsement providing that written notice shall be given to the City at least thirty (30) calendar days prior to cancellation of the policy for any reason.
- ix) The Permittee shall require any and all subcontractors to provide comparable insurance unless specifically covered under Permittee's policy.
- x) Cover all operations and activities of the Permittee pursuant to the terms of this Agreement.
- xi) AN ACTUAL COPY OF THE BLANKET ADDITIONAL INSURED POLICY LANGUAGE OR ENDORSEMENT MUST BE ATTACHED TO THE CERTIFICATE OF LIABILITY INSURANCE.

10.0 COMPLIANCE WITH LAWS AND PARK RULES

LICENSEE and all its vendors shall comply with all applicable laws, ordinances, rules and regulations of all governmental agencies, including, without limitation, all CITY and Park rules and regulations.

11.0 NON-DISCRIMINATION.

The LICENSEE shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and CITY governments.

12.0 CITY'S OBLIGATIONS

Except for the obligations of CITY specifically set forth in this Agreement, it is intended by the parties hereto that CITY shall have no obligation, in any manner whatsoever, to repair and maintain the CAR SHOW AREA, nor any structural improvements located thereon, nor any equipment now or hereafter located therein. LICENSEE expressly waives the benefit of any statute now, or hereafter, in effect which would entitle LICENSEE to make repairs at CITY's expense.

12.1 Specific Facilities to be provided

No less than 90 days prior to each event, LICENSEE shall submit a final version of Attachment A and B outlining the specific facilities to be used, equipment to be provided by City and ancillary facilities requested. Use of the Golf Course itself, the ShowMobile and the Starters Shack shall be covered by the License Fee as designated in Section 5. Any additional requests may result in additional charges as designated in Section 8.C.

12.2 Condition of Premises

LICENSEE shall accept the CAR SHOW AREA in its condition existing as of the date of each CAR SHOW immediately preceding occupancy by LICENSEE or its vendor, customers, employees or agents. LICENSEE acknowledges that neither CITY, nor any representative of the CITY, has made any representation or warranty as to the present or future suitability of the CAR SHOW AREA for the conduct of LICENSEE's event. Furthermore, CITY makes no representations as to whether hazardous materials or toxic waste may be located on or near the subject premises.

12.3 Notification of unsafe conditions

In the event that the LICENSEE believes that an unsafe condition exists as a result of their inspection of the CAR SHOW AREA prior to any scheduled CAR SHOW, it is the responsibility of the LICENSEE to notify the DIRECTOR of such conditions immediately and ensure that LICENSEE activities, employees, vendors and members of the public are prevented from entering any area which may be deemed hazardous or unsafe by the LICENSEE until such conditions may be appropriately corrected.

12.4 Security Measures

LICENSEE acknowledges that nothing in this Agreement obligates the CITY to provide guard service or other security measures for the protection of the vehicles equipment or belongings of any participant, exhibitor, vendor or performer and that CITY shall have no obligation whatsoever to provide same. LICENSEE assumes all responsibility for the protection of CAR SHOW, its vendors, agents and invitees, from acts of third parties.

13. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be constructed as creating a partnership or a joint venture, it being understood that each of the parties hereto is responsible for its own separate debts and obligations. The LICENSEE shall have no power to incur any debt or obligation for or on behalf of the CITY. Neither the CITY nor any of its officers or employees shall have any control over

the conduct of the LICENSEE, or any of the LICENSEE's employees, except as herein set forth, and the LICENSEE expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the CITY, it being distinctly understood that the LICENSEE is and shall at all times remain to the CITY a wholly independent contractor and the LICENSEE obligations to the CITY are solely such as are prescribed by this Agreement.

16.0 NOTICE TO PARTIES

Any notice required or permitted under this Agreement to be given by either party may be given by depositing in the United States mail, postage prepaid, first class, a notice addressed as follows:

To CITY: CITY of South Gate
4900 Southern Avenue
South Gate, CA 90280
Attn: Paul L. Adams, Director of Parks & Recreation

To LICENSEE: President
Tweedy Mile Association
3517-C Tweedy Blvd.
South Gate, CA 90280

17.0 GENERAL PROVISIONS

17.1 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

17.2 Waiver, Remedies Cumulative.

Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17.3 Mitigation of Damages.

In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

17.4 Partial Invalidity.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

17.5 Attorneys' Fees.

The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

17.6 Entire Agreement.

This Agreement constitutes the whole agreement between the CITY and the LICENSEE, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the CITY and the LICENSEE.

17.7 Non-Assignability.

The LICENSEE shall not assign or transfer any interest in this Agreement without the express prior written consent of the CITY.

17.8 Severability

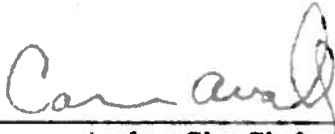
The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provisions hereof.

CITY OF SOUTH GATE:



W.H. (Bill) De Witt, Mayor

ATTEST:



Carmen Avalos, City Clerk

(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

TWEEDY MILE ASSOCIATION:



By: Evan Greenspan
Title: President

RECEIVED

SEP 26 2018

Item No. 13

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER


11:10am

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: October 9, 2018
Originating Department: Parks & Recreation

Department Director:


Paul L. Adams

City Manager:


Michael Flad

SUBJECT: AZALEA QUEEN AND GRAND MARSHAL RECOGNITION PROGRAM

PURPOSE: This item was added to the Agenda at the request of Council Member Maria Davila to allow the City Council to consider options for restoring the Azalea Queen and Grand Marshal recognition program.

RECOMMENDED ACTIONS:

- a. Direct staff to solicit nominations, select the honorees and provide an appropriate recognition ceremony for the Azalea Queen and Grand Marshal as part of the annual Azalea Festival;
- b. Direct staff to work with past honorees and local volunteer organizations to update the Azalea Queen and Grand Marshal recognition program to meet current community interests as approved by the Parks & Recreation Commission; and
- c. Authorize staff to cancel the Azalea Queen and Grand Marshal recognition program when a minimum of six nominations are not received by the published nomination deadline.

FISCAL IMPACT: Unknown.

ALIGNMENT WITH COUNCIL GOALS: This item supports City Council Goal 4 to continue creating and protecting strong and sustainable neighborhoods by recognizing and encouraging volunteerism within the community.

ANALYSIS: The Azalea Queen and Grand Marshal recognitions held in conjunction with the annual Azalea Festival recognizes one women and one man each year for their lifetime of volunteer service to the community. This is an important activity both in recognizing and rewarding those who volunteer for the community and in setting a positive example for all residents about the importance of volunteering and contributing to making a better community.

The Azalea Queen and Grand Marshal recognition program along with the Azalea Festival have struggled in recent years to maintain relevance for the younger population which now makes up a great majority of the community. Staff and volunteers have expressed concern that nominations for these recognitions have been at an all-time low in recent years, often requiring staff to provide a single nomination who is then honored.

Staff and the volunteers who help organize the Azalea Festival believe that, in order to remain meaningful and to fulfill its stated purpose, there must be active participation and a reasonable number of nominations to keep this recognition program viable as the honor that it should be. Staff is therefore recommending that the recognition program be reinstated with the agreement that a required minimum of six nominations be received by the published nomination deadline in any given year, in order for any recognition event to be held for an Azalea Queen or Grand Marshal.

BACKGROUND: In April of 2017, the Azalea Festival Planning Committee (Committee) met to evaluate the 2017 Azalea Festival. The results reported showed further decline in participation continuing an ongoing trend. The Committee requested Parks & Recreation Staff (Staff) to inform the City Council that the Committee was requesting assistance from the City Council in reformatting the Azalea Festival, or as an alternative, canceling the event all together for lack of interest and participation.

At the regularly scheduled City Council meeting of June 13, 2017, Staff presented a report to the City Council expressing the Committee's concerns and recommendations. At this time, the City Council approved Staff's recommendations and directed the Director of Parks & Recreation to work with a specialty appointed Reorganizing Committee to update the Azalea Festivals' purpose, goals and event schedule to meet the community's changing needs.

Staff worked with a committee of community volunteers (Volunteer Committee) and with the interns from the California Latino Leadership Institute to develop a plan for updating the Azalea Festival. At the regularly scheduled City Council meeting of August 8, 2017, staff presented a report with recommendations based on the work of the Volunteer Committee. These recommendations were approved by the City Council and were implemented for the 2018 Azalea Festival held March 17 – 31, 2018. The crowning of an Azalea Queen was not part of the recommendation and was not held.

After the Azalea Festival concluded, Council Member Davila expressed concern about the Azalea Queen and Grand Marshal recognition program being discontinued and not included in the 2018 Azalea Festival. She requested staff to consider possible ways to bring this program back in the future and to bring recommendations to the City Council for consideration.

The initial recommendation to discontinue the Azalea Queen and Grand Marshal recognition program came from the Committee as part of their 2017 Azalea Festival evaluation. The Committee recommended several format changes for the Azalea Festival which included discontinuance of the programs that had shown continued poor attendance or lack of community interest and to discontinue those programs which did not appeal to the younger generations which the committee hoped to attract. Unfortunately, the Azalea Queen and Grand Marshal recognition program fit both of those categories.

Efforts were made in 2013 to expand the Azalea Queen and Grand Marshal recognition program by including recognitions for a wide variety of volunteers, both youth and adult, and to further promote the importance of volunteerism and serving one's community. There was initially some renewed interest in this broader volunteer recognition event. However, by the 50th annual Azalea Festival in 2015, interest had decreased again and nominations for both the Azalea Queen and Grand Marshal as well as for the Volunteers of the Year all came from staff.

Staff believes in the Azalea Queen and Grand Marshal recognition program, in its history and in its value to the community, but only if it is meaningful and supported by the community and by community organizations. Staff is able and willing to bring this event back either as part of the Azalea Festival or as a standalone event at the direction of the City Council. If the City Council so chooses, staff will work with past Azalea Queen and Grand Marshal honorees and community organizations to prepare plans for an Azalea Queen Grand Marshal recognition program in 2019. All plans will be presented and approved by the Parks & Recreation Commission unless additional budget allocations are required.

Staff believes, as stated by the Committee in 2017, that in order for the Azalea Queen and Grand Marshal recognition program to be successful, meaningful and to achieve the purpose that it has, there must be significant public participation and input.

ATTACHMENT: None

WARRANT REGISTER COUNCIL MEETING 10/09/2018

PART I

RECEIVED

Page: 1

Final Check List
City of South Gate

apChkLst
10/02/2018 6:16:46PM

OCT 8 2018

10:06 am

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	OFFICE OF THE CITY MANAGER	Check Total
52	9/17/2018	U.S. BANK CORPORATE PAYM					
0005292	07/24/2018	TARGET	07/24/2018	7/24/2018	CHEFS CLASS SUPPLIES		42.39
0005295	06/19/07	WALMART	061907	7/24/2018	CHEFS CLASS SUPPLIES		24.80
00000268	07/30/18	HOME DEPOT CREDIT SERVI	04574942	7/30/2018	CRAFT CLASS SUPPLIES		13.59
0005292	050642	TARGET	07/30/18	7/30/2018	CRAFT CLASS SUPPLIES		17.96
0004854	085840	SMART & FINAL	050642	7/31/2018	CHEFS CLASS SUPPLIES		24.43
0005293	096377	MICHAELS	085840	8/1/2018	TOT TIME SUPPLIES		24.77
0005295	059740	WALMART	096377	8/6/2018	CRAFT CLASS SUPPLIES		6.82
0004854	055572	SMART & FINAL	059740	8/7/2018	TOT TIME SUPPLIES		23.98
0011698	300008270	WESTIN HOTELS & RESORTS	RES#1884307	8/10/2018	MISAC CONFERENCE 2018 L		139.30
00003996	200007387	OFFICE MAX	055572	8/16/2018	USB 3.0 FLASH DRIVE (QTY. :		63.49
00002063	REF#20466879C	CACEO	300008270	7/23/2018	CA ASSOC OF CEO MEMBER:		95.00
00002063	ORD# 10000204	CACEO	200007387	7/23/2018	CA ASSOC OF CEO TRAINING		430.00
0011693	022695	BEACH CITIES KRAV MAGA	REF#20466879C	7/26/2018	BEACH CITIES KRAV MAGA F.		297.00
0005305	010286	PAYPAL	ORD# 10000204	8/16/2018	VENDORS FAIR LUNCH RESE		96.77
0011703	200001642	LIPPERT COMPONENTS, INC	PSI-0001311165	8/17/2018	REPLACEMENT ID STICKER F		16.39
00004854	0495151062718	SMART & FINAL	022695	8/7/2018	CHEFS CLASS SUPPLIES		41.76
00004854	0426263070418	SMART & FINAL	010286	8/14/2018	CHEFS CLASS SUPPLIES		17.83
0009838	0435603070418	MISAC	200001642	8/9/2018	MISAC MEMBERSHIP RENEW		130.00
00002871	0586017070818	ICC-INTERNATIONAL CODE C	ORD#10057953:	8/21/2018	BOOK FOR SEMINAR/BOOKS		818.12
0008153	0600966071218	TIME WARNER CABLE-	0495151062718	6/27/2018	ACCT#8448300170495151- 07.		119.99
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0008153	0490384071818	TIME WARNER CABLE-	0435603070418	7/4/2018	ACCT#8448300170435603- 07.		93.15
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00004854	70752	SMART & FINAL	200689328683	8/10/2018	HDD REPLACEMENT- LEVER		135.58
00004854	70753	SMART & FINAL	70752	8/16/2018	WATER EDUCATION SEMINA		145.00
00004854	000250	SMART & FINAL	70753	8/16/2018	WATER EDUCATION SEMINA		160.00
00004854	076298	SMART & FINAL	000250	8/17/2018	CHEFS CLASS SUPPLIES		1.99
00004854	076298	SMART & FINAL	076298	8/15/2018	CONCESSIONS FOR GOLF C		103.97

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
0008153		TIME WARNER CABLE-	0490491071818	7/18/2018	ACCT#8448300170490491- 07.	182.31	
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0005524		7-ELEVEN	08/16/2018	8/16/2018	UNKNOWN CHARGE- WILL BI	20.76	
00002871		ICC-INTERNATIONAL CODE C	ORD# 10057299	8/7/2018	ICC CERT RENEWAL FOR INS	85.00	
0005295		WALMART	054338	8/1/2018	BIGGEST LOSER PROGRAM :	50.38	
0005295		WALMART	034742	8/2/2018	TEEN CENTER PROGRAM SL	53.42	
0011670		THE SWIM GUY	JMVG00MTYVF	8/2/2018	SWIM MEET CAPS	158.78	
0005347		AMAZON.COM	113-0326272-65	8/4/2018	PAPER WRIST BANDS	26.98	
0009723		CHIPOTLE	07/25/2018	7/25/2018	DINNER FOR COUNCIL MEET	121.21	
0005544		CALIFORNIA GANG INVESTI	G.089092	8/7/2018	TRAINING - ANNUAL GANG C	375.00	
0011198		UBER	07/28/18	7/28/2018	TRAINING- POLICE EXECUTI	10.23	
0011198		UBER	07/29/18	7/29/2018	TRAINING- POLICE EXECUTI	26.88	
0011694		PCAMARCHDIOCESE LA	23414	8/8/2018	PARKING- M. FLAD MEETING	20.00	
0011696		CHULA VISTA RV RESORT &	N08/09/18- FLAD,	8/9/2018	PARKING DEPOSIT- M. FLAI	100.00	
0011694		PCAMARCHDIOCESE LA	08/08/18 - 1	8/8/2018	PARKING FOR AMERICAN LEI	20.00	
0011694		PCAMARCHDIOCESE LA	08/08/18 - 2	8/8/2018	PARKING FOR AMERICAN LEI	10.00	
0009365		JCPENNY	ORD#20181065	7/31/2018	CREDIT FOR MERCHANDISE	-72.93	
0005379		JET BLUE	CONF# GZPSFN	7/23/2018	TRAINING - IACP ANNUAL TR	419.81	
0005723		SOUTHWEST AIRLINES	CONF# NBM33f	7/23/2018	TRAINING - FBI EXECUTIVE L	199.96	
0011697		CORPORATE CENTER PASAD	055790	8/16/2018	PARKING FOR M. FLAD MEET	12.00	
0010956		L.A. TIMES	10073645131-07	8/1/2018	JULY 2018- MONTHLY SUBSC	15.96	
0005347		AMAZON.COM	08/01/18	8/1/2018	DESK DRAWER ORGANIZER-	37.20	
00001141		LAS BRISAS RESTAURANT	07/25/2018	7/25/2018	ADMISSIONS - LAS BRISAS T	349.11	
00000903		PK: CANDLELIGHT PAVILION	07/27/2018	7/27/2018	ADMISSIONS - "PERFECT SHI	100.00	
0010274		LAZY DOG RESTAURANT &	B/006646	7/26/2018	INTERVIEW PANEL LUNCH	120.66	
00003963		RESOURCE BUILDING MATER	RD#12272720	8/7/2018	HILLTOPPER CLAY- SPORTS F	217.25	
0005495		HOLIDAY INN	CONF#4732469:	7/27/2018	TRAINING- CRIME PREVENTI	707.88	
00004003		BEHAVIOR ANALYSIS TRNG	IN036469	7/27/2018	TRAINING - BATI TUITION (M.	481.00	
00000715		PD: CALIF PEACE OFFICERS	/ORD#122520	7/31/2018	TRAINING - CANINE PROGRA	560.00	
0005295		WALMART	027147	8/3/2018	OFFICE SUPPLIES - RACKS F	158.59	
0005295		WALMART	085860	8/5/2018	OFFICE SUPPLIES - BINDERS	21.86	
0008690		TAC TEAM	ORD#2169	8/7/2018	TRAINING - CANINE NARCOT	270.00	
0008690		TAC TEAM	ORD#2170	8/7/2018	TRAINING - CANINE NARCOT	405.00	
0005491		CVS	011845	8/8/2018	JAIL SUPPLIES - TOOTHPAST	24.64	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
0009026		TGI FRIDAY'S RESTAURANT	096404	8/9/2018	EVENTS & MEETINGS - LUNC	72.67	
0005544		CALIFORNIA GANG INVESTIG.	B08R19	8/10/2018	TRAINING - ANNUAL GANG C	375.00	
0005544		CALIFORNIA GANG INVESTIG.	C42A23	8/10/2018	TRAINING - ANNUAL GANG C	350.00	
0005544		CALIFORNIA GANG INVESTIG.	B88S23	8/10/2018	TRAINING - ANNUAL GANG C	350.00	
0005481		HILTON HOTELS	CONF#3445072	8/9/2018	HOTEL FOR TRAINING- SUPE	140.87	
0005481		HILTON HOTELS	CONF#3477495	8/11/2018	HOTEL FOR TRAINING- SUPE	281.74	
0005544		CALIFORNIA GANG INVESTIG.	056035	8/13/2018	REFUND FOR ANNUAL GANG	-25.00	
0007398		PD: SERRATO AND ASSOCIAT	08/13/18- CANC	8/13/2018	TRAINING - SEARCH WARRA	145.00	
0007398		PD: SERRATO AND ASSOCIAT	08/13/18- VAJRA	8/13/2018	TRAINING - SEARCH WARRA	145.00	
0011695		INTEGRATED EOD CONCEPT	050110	8/13/2018	TRAINING - WORKING DOGS	150.00	
0005295		WALMART	07/24/18	7/24/2018	ACADEMY TRAINING MATERI	21.49	
0011695		INTEGRATED EOD CONCEPT	089914	7/24/2018	TRAINING - WORKING DOGS	150.00	
0011199		MARIN CONSULTING ASSOCI	ORD#4555	7/26/2018	TRAINING - ASSERTIVE SUPE	600.00	
0005480		AMERICAN AIRLINES	07/26/18- DAVIS	7/26/2018	IACP CONF.- TRAVEL- R. DAV	1,163.18	
0011047		ALLIANZ GLOBAL ASSISTANC	07/27/18- DAVIS	7/27/2018	IACP CONFERENCE- TRAVEL	72.70	
00000322		SAM'S CLUB	001729	7/24/2018	SUPPLIES FOR NITE GOLF E	92.96	
00003996		OFFICE MAX	086442	7/23/2018	SUPPLIES FOR NITE GOLF E	15.95	
0005292		TARGET	07/26/2018	7/26/2018	REFRESHMENTS FOR CONC	17.88	
0010463		ALPHA ELECTRONICS	64715	7/18/2018	MOVIE PROJECTOR REPAIRS	220.00	
0005295		WALMART	071622	7/27/2018	SUPPLIES FOR COOKING CL	67.09	
0005295		WALMART	071771	8/10/2018	SUPPLIES FOR COOKING CL	25.27	
00002387		PK: GLENDALE CENTRE THE	07/24/2018	7/24/2018	ADMISSIONS - "MARY POPPI	936.00	
0005295		WALMART	005393	7/31/2018	PENS, MARKERS, CLOROX V	33.60	
0005339		FRY'S ELECTRONICS	1778042	8/7/2018	HDMI & USB CABLES/ HDMI T	248.44	
00002588		DELL MARKETING LP	2006878900500	8/6/2018	HDD REPLACEMENT FOR SU	117.96	
0009838		MISAC	300002613	8/9/2018	MISAC MEMBERSHIP RENEW	130.00	
0009838		MISAC	200001639	8/9/2018	MISAC CONFERENCE	525.00	
0008045		PD: CLEARS INC.	022349	8/14/2018	TRAINING - CLEARS ANNUAL	513.25	
00004025		FBI- LEEDA	200016409	3/14/2018	TRAINING - FBI EXECUTIVE L	650.00	
0011695		INTEGRATED EOD CONCEPT	083819	8/14/2018	TRAINING - WORKING DOGS	150.00	
0011127		CCI HOTEL RESCOUNTER	CONF# R12072	8/14/2018	TRAINING- FBI EXECUTIVE LI	691.78	
00004469		PD: CALIFORNIA POLICE	CHIEF046705	8/13/2018	CPCA MEMBERSHIP DUES (D	290.00	
0007728		TERRY FLECK	40877924918	8/15/2018	1 YEAR SUBSCRIPTION- CAN	45.00	
0005347		AMAZON.COM	OD#1141021634	8/21/2018	SANDISK 32GB MEMORY CAF	13.26	
0009649		AT&T	08/21/18-09/20/1	8/20/2018	ACCT# 143648353, 08/21/18-0	116.13	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
00004234		CHANDLER'S AIR CONDITION 149414		7/16/2018	REPAIR OF AUDITORIUM FRE	291.81	
00004234		CHANDLER'S AIR CONDITION 149415		7/16/2018	REPAIR OF AUDITORIUM FRE	86.00	
0007003		CATALINA CHANNEL EXPRES:012555		7/30/2018	ADMISSIONS - CATALINA TRII	3,574.00	
0010386		SAWDUST ART FESTIVAL 08/13/2018		8/13/2018	ADMISSIONS - SAWDUST AR'	243.00	
0008795		SOUTHERN CAL TEEN COALFORD# UEPZ		8/13/2018	ADMISSIONS - ROCTOBER E'	1,000.00	
0011140		CROWN CLEANERS 08/18/2018		8/18/2018	DRY CLEAN OF AUDITORIUM	565.00	
00003997		PAPA 053278		8/20/2018	CONTINUING ED.: HOLMES, I	400.00	
00000503		CSMFO 200000035		8/14/2018	SOUTH BAY/CENTRAL LA CH,	20.00	
00000503		CSMFO 200000036		8/14/2018	SOUTH BAY/CENTRAL LA CH,	20.00	
00000503		CSMFO 200000037		8/14/2018	SOUTH BAY/CENTRAL LA CH,	20.00	
00000503		CSMFO 200000038		8/14/2018	SOUTH BAY/CENTRAL LA CH,	20.00	
0005379		JET BLUE CONF#GZPSFN 7/23/2018		7/23/2018	TRAVEL INSURANCE- IACP AI	27.29	
00003996		OFFICE MAX 08/07/18		8/7/2018	CREDIT- NAT'L NIGHT OUT - I	-40.39	
00003996		OFFICE MAX 053819		8/7/2018	NAT'L NIGHT OUT - SUPPLIES	11.53	
00003996		OFFICE MAX 014875		8/7/2018	NAT'L NIGHT OUT - POSTERS	112.16	
0011699		PENSKE CHEVROLET 226116		7/23/2018	REPLACEMENT PARTS FOR I	94.77	
0011700		LOCINOX USA, LLC SI18-02094		7/26/2018	DOG PARK GATE LOCKS REF	823.92	
0011321		P & W GOLF SUPPLY, INC. SALE#CS11657		8/3/2018	GOLF COURSE SUPPLIES RE	758.97	
0008513		EBAY 08/06/2018		8/6/2018	TIRE SENSOR REPLACEMENT	11.04	
0011701		GRANITIZ PRODUCTS, INC. 232932		8/8/2018	DEGREASER/SOAP FOR MOV	99.46	
00003963		RESOURCE BUILDING MATER2461520		8/14/2018	HILLTOPPER CLAY- SPORTS	351.13	
00003960		MAJESTIC TROPHY & AWARD018585		8/18/2018	SERVICE DOG SIGN	93.50	
0011642		CONTROLLED MOTION SOLU01126344		7/23/2018	REPLACEMENT PARTS FOR SI	206.14	
0011702		PEPE'S TOWING SERVICE 23197		7/24/2018	TOWING SERVICE FOR LARC	525.00	
0005347		AMAZON.COM 113-4040440-49		8/8/2018	DIGITAL CLOCK FOR ENGINE	78.23	
0005347		AMAZON.COM 113-3947806-90		7/23/2018	CASHIER KEYS	24.06	
0005347		AMAZON.COM 113-7987673-17		7/24/2018	TUMBELING MATS	179.98	
0006434		GOALSETTER SYSTEMS ORD#WGNJW1		8/16/2018	BASKETBALL HOOP	86.00	
0009367		NETFLIX 08/20/2018		8/20/2018	MONTHLY SVCS FOR TEEN C	7.99	
0006431		KREIGER SALES 025221		8/7/2018	REAR GLASS FOR UNIT #445	47.41	
0011694		PCAM ARCHDIOCESE LA 144581		8/14/2018	PARKING- BOARD OF SUPER	20.00	
0009420		SPARKLETTS 16963364 07261		7/26/2018	SPARKLETTS WATER	31.63	
00004854		SMART & FINAL 010027		7/26/2018	SUPPLIES FOR FAMILY VIOLE	112.29	
0010470		PANERA BREAD 085352		7/26/2018	REFRESHMENTS FOR FAMIL'	17.29	
00000322		SAM'S CLUB 007751		8/14/2018	REFRESHMENTS FOR CRIME	35.80	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79536	9/20/2018	0005296 BEST BUY	078458	8/14/2018	EQUIPMENT FOR COMMUNIT	69.25	28,923.80
	Voucher:	00004865 SO CALIF EDISON	9/20/2018	9/20/2018	PR AUGUST 2018 & EE/OBF II	159,251.41	159,251.41
79538	10/9/2018	0011584 3 DAY BLINDS, LLC.	090718	9/7/2018	BLINDS FOR OFFICE A - AUDI	1,109.19	1,109.19
	Voucher:	0010772 A-1 GENERAL BUILDING	R10017	8/8/2018	REPAIR OF BLOCK WALL AT S	2,800.00	2,800.00
79539	10/9/2018	00003502 ABC BATTERY INC.	99889	9/10/2018	5 BATTERIES FOR UNIT 143, :	437.75	437.75
	Voucher:	00003766 ABEL GLASS & SCREEN	29919	9/5/2018	SPECIALTY HARDWARE ITEM	495.01	495.01
79541	10/9/2018	00004607 ADLERHORST INTERNATIONAL/101327	11436	9/5/2018	NYLON TRACKING LEASH- K5	32.33	32.33
	Voucher:	00003971 ADMINSURE INC.	11436	9/15/2018	OCT 2018- WORK COMP CLA	9,224.00	9,224.00
79542	10/9/2018	0010970 ADVANTAGE	127392	8/22/2018	PRINTING & MAILING OF QU/	10,622.22	10,622.22
	Voucher:	00004372 AIRGAS USA, LLC	9079405556	8/20/2018	CO2 FOR POOL	145.97	145.97
79543	10/9/2018	0011325 ALAN'S LAWN & GARDEN CEN824928	9079161791	8/13/2018	CO2 FOR POOL	159.13	305.10
	Voucher:	0000185 ALL CITY MANAGEMENT SER'55939	56191	9/24/2018	CARRY LARGE SUPPLY OF IF	110.16	110.16
79544	10/9/2018	0011720 ALVAREZ, CIRO	Ref000241674	8/29/2018	SCHOOL CROSSING GUARD	13,925.10	13,925.10
	Voucher:	00003692 AT&T MOBILITY	875963643X091	9/13/2018	SCHOOL CROSSING GUARD	13,611.00	27,536.10
79545	10/9/2018	00004126 A-THRONE CO INC.	0000241674	9/18/2018	UB REFUND CST #00062003-	177.60	177.60
	Voucher:	00003692 AT&T MOBILITY	875963643X091	9/16/2018	BILLING PRD- 08/09/18-09/08/	2,192.33	2,192.33
79546	10/9/2018	00004126 A-THRONE CO INC.	0000533121	7/6/2018	PORTABLE TOILET RENTALS	178.05	178.05
	Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79551	10/9/2018	00000201 ATLANTIC LOCK & KEY Voucher:	16863	9/9/2018	KEY MADE/ PROGRAMED FO	250.00	
			16832	7/2/2018	LOCK AND KEYS FOR HOLLY	65.04	
			16836	7/16/2018	REKEY - CITY HALL LUNCH R	30.00	
			16865	9/9/2018	MAKE/PROGRAM 2 KEYS FOI	280.00	
			16866	9/10/2018	MAKE/PROGRAM 2 KEYS FOI	280.00	
			16853	8/9/2018	SPECIALIZED KEYS FOR THE	58.87	
			16867	9/10/2018	MAKE/PROGRAM KEY FOR U	130.00	1,093.91
79552	10/9/2018	0011336 AVANT-GARDE INC. Voucher:	5027	8/6/2018	JUL 2018 - PROF LABOR COM	292.10	292.10
79553	10/9/2018	0011715 AVILEZ, MARIA ELENA Voucher:	Ref000241669	9/26/2018	UB REFUND CST #00056302-	127.62	127.62
79554	10/9/2018	0011718 AYALA, LAURA Voucher:	Ref000241672	9/18/2018	UB REFUND CST #00057852-	118.65	118.65
79555	10/9/2018	0011669 BDO USA LLP Voucher:	000998283	7/30/2018	JUNE 2018 - SECTION 8 FINA	224.40	224.40
79556	10/9/2018	0009876 BIGGS CARDOSA Voucher:	74567	8/5/2018	07/01/18-07/11/18 - CONSTRUC	77,873.14	
			74566	8/5/2018	07/11/18-07/31/18 - DESIGN OF	11,793.24	89,666.38
79557	10/9/2018	0008396 BLUE DIAMOND MATERIALS Voucher:	1253833	7/19/2018	COLD MIX FOR ST. DIVISION	300.98	300.98
79558	10/9/2018	0008001 CAHA Voucher:	080918 - REISSI	8/9/2018	RI - CK 78932 - FAIR HOUSINC	1,150.00	1,150.00
79559	10/9/2018	00000847 CARL WARREN & CO Voucher:	1853631	8/29/2018	CLAIM #18-23-30 CASTILLI, D,	1,125.00	
			1853633	8/29/2018	CLAIM #18-24-40 IGLESIAS, N	375.00	
			1853636	8/29/2018	CLAIM #18-25-40 SORIANO, IS	375.00	
			1853639	8/29/2018	CLAIM #18-16-30 PADILLA, SA	750.00	
			1853641	8/29/2018	CLAIM #18-27-40 HERNANDEZ	375.00	
			1853645	8/29/2018	CLAIM #18-29-30 CASANOVA,	375.00	
			1853647	8/29/2018	CLAIM #18-30-40 HERRERA, C	375.00	3,750.00
79560	10/9/2018	0011714 CASTRO, BLANCA Voucher:	Ref000241668	9/26/2018	UB REFUND CST #00061873-	115.35	115.35
79561	10/9/2018	0011583 CAVANAUGH & ASSOCIATES, WE.18.078-1 Voucher:		8/31/2018	2017 - VALIDATION OF WATEI	2,500.00	2,500.00
79562	10/9/2018	00002789 CDW GOVERNMENT INC Voucher:	NZR7573	8/30/2018	HP COLOR SCANNER- FOR C	804.00	804.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79563	10/9/2018	00000898 Voucher:	CENTRAL BASIN MUNI WATEFSG-AUG18	9/12/2018	AUG 2018- WATER USAGE- C	29,203.53	29,203.53
79564	10/9/2018	0006239 Voucher:	CENTRAL FORD	9/4/2018	WATER PUMP FOR UNIT 342	131.29	
				9/10/2018	POWER STEERING PRESSUF	58.19	
				9/11/2018	BLOWER MOTOR & RESISTO	159.61	
79565	10/9/2018	0011717 Voucher:	CHANG, JOSEPH	9/19/2018	2 WIPER BLADES FOR UNIT -	30.83	379.92
				9/26/2018	UB REFUND CST #00062349-	163.32	163.32
79566	10/9/2018	00004083 Voucher:	CJ CONCRETE CONSTRUCTI(2 (PRJ#566-ST)	9/17/2018	08/01/18-08/27/18 - PROF CON	48,196.35	48,196.35
79567	10/9/2018	00005274 Voucher:	CLEAN STREET	7/13/2018	7/9/18 - SPECIAL SERVICE AS	1,051.25	1,051.25
79568	10/9/2018	0010904 Voucher:	CMR: BARRON, JOSHUA	9/13/2018	09/13/18 - PARKS COMMISSIC	75.00	75.00
79569	10/9/2018	00003341 Voucher:	CMR: CYPERT, JENNIFER	9/13/2018	09/13/18- PARKS COMMISSIO	75.00	75.00
79570	10/9/2018	0007188 Voucher:	CMR: HICKLIN, JIM	9/13/2018	09/13/18- PARKS COMMISSIO	75.00	75.00
79571	10/9/2018	0010905 Voucher:	CMR: MORRISON, TYLER FRA09/13/2018	9/13/2018	09/13/18 - PARKS COMMISSIC	75.00	75.00
79572	10/9/2018	00001219 Voucher:	CMR: NIXON, NAOMI	9/13/2018	09/13/18 - PARKS COMMISSIC	75.00	75.00
79573	10/9/2018	0011085 Voucher:	COMPLIANCE HUB	9/17/2018	18/19- INSURANCE VERIFICA	10,000.00	10,000.00
79574	10/9/2018	00005110 Voucher:	COUNTY OF L.A. DEPT OF PWRE-PW-180816C	8/16/2018	TS MAINT DDG - THROUGH J	925.33	925.33
79575	10/9/2018	00005061 Voucher:	COUNTY OF LOS ANGELES FIIN0286420	8/20/2018	HAZARDOUS MATERIALS DIS	3,636.00	
			IN0289696	8/20/2018	HAZARDS MATRLS DSLSR PF	440.00	
			IN0286650	8/20/2018	HAZ. MAT. DIS. & GEN PRGM/	2,833.00	
			IN0286648	8/20/2018	HAZ. MATERIALS DISCLOSUF	2,046.00	
79576	10/9/2018	00003702 Voucher:	D & M TIRES & MUFFLERS	8/20/2018	UNDERGROUND STORAGE T	1,930.00	10,885.00
				9/18/2018	WELDING JOB ON UNIT 401	80.00	80.00
79577	10/9/2018	0011689 Voucher:	DANNY'S JUMPERS	9/18/2018	BOUNCER RENTAL HALLOWE	1,800.00	1,800.00

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79578	10/9/2018 Voucher:	00004105 DELL CATALOG SALES LP	10255857440	7/23/2018	TONER FOR JAIL LIVE SCAN	727.87	727.87
79579	10/9/2018 Voucher:	00001565 DEPT OF JUSTICE-(DOJ) CEN325535		9/6/2018	AUG 2018 - FINGERPRINT AP	352.00	352.00
79580	10/9/2018 Voucher:	0007803 DON KELLER COLLISION CEN446		9/4/2018	REPAIR/REFINISH REAR BUM	650.00	650.00
79581	10/9/2018 Voucher:	00000175 DOOLEY ENTERPRISES, INC. 55704		9/12/2018	AMMO FOR FIREARMS TRAIN	2,232.58	2,232.58
79582	10/9/2018 Voucher:	00005113 EMP: BERRIOS, DAVID	BERRIOS/EDUC	9/24/2018	EDUCATIONAL REIMBURSEM	491.69	491.69
79583	10/9/2018 Voucher:	0011723 EMP: FLAD, MICHAEL	10/02/2018	10/2/2018	REIMB FOR ICMA ANNUAL CC	3,307.16	3,307.16
79584	10/9/2018 Voucher:	0011691 EMP: GODINEZ, CESAR	08/07/18	8/7/2018	REIMB FOR CWEA COLLECTI	210.00	210.00
79585	10/9/2018 Voucher:	0011655 EMP: KOKOT, IAN	EDUC-FALL 20'	6/28/2018	RI - CK #78953 - EDUC. REIME	1,403.71	1,403.71
79586	10/9/2018 Voucher:	0011658 EMP: SALAZAR, DONNA	SALAZAR EDUC	9/25/2018	EDUCATIONAL REIMBURSEM	1,590.00	1,590.00
79587	10/9/2018 Voucher:	0010017 ENTERPRISE FM TRUST	FBN3503071-3	7/4/2018	JUL 2018 - PD- LEASED VEHI	2,922.07	
			FBN3532673	8/3/2018	AUG 2018 - PD- LEASED VEHI	2,922.07	
			FBN3532795	8/3/2018	AUG 2018 - PD- LEASED VEHI	1,484.03	
			FBN3503071-2	7/4/2018	PD- LEASED VEHICLES, REF	1,484.03	
79588	10/9/2018 Voucher:	00000619 FALCON FUELS, INC.	241438	8/29/2018	REGULAR UNLEADED FUEL	27,283.89	8,812.20 27,283.89
79589	10/9/2018 Voucher:	00002026 FEDERAL EXPRESS CORPOR	6-307-51551	9/14/2018	FEDEX PRIORITY OVERNIGH	61.73	61.73
79590	10/9/2018 Voucher:	0005869 FERGUSON WATERWORKS	0646897	8/29/2018	WATER SERVICE BRASS COF	285.15	285.15
79591	10/9/2018 Voucher:	0010625 FLEETCREW	25111	8/27/2018	REPAIR DIESEL PARTICULATI	675.00	675.00
79592	10/9/2018 Voucher:	00003770 FLEMING ENVIRONMENTAL IN	13849	8/1/2018	JUL 2018- MONTHLY DESIGN,	380.00	
			13908	8/13/2018	AUG 2018- MONTHLY DESIGN	392.54	
79593	10/9/2018 Voucher:	0010930 FORBES TRAFFIC SOLUTIONS	FTS236	8/29/2018	AS-NEEDED TRAFFIC SIGNAL	625.00	772.54 625.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79594	10/9/2018	0008331	FORENSIC NURSE RESPONSES08-05-18	9/1/2018	SART EXAM - AGENCY CASE:	1,020.00	1,020.00
		Voucher:					
79595	10/9/2018	0006579	FORENSIC NURSE SPECIALIS4207	9/4/2018	START EXAM (CASE #180889:	700.00	700.00
		Voucher:					
79596	10/9/2018	0010237	FRONTIER COMMUNICATION:562-928-0039- 1	9/25/2018	BILLING - 09/25/18-10/24/18	50.02	50.02
		Voucher:	562-622-5327-05	9/19/2018	BILLING- 09/19/18-10/18/18	59.05	109.07
79597	10/9/2018	0005303	FULLER ENGINEERING INC 136371	8/28/2018	HYDROCHLORIC ACID FOR P	527.60	527.60
		Voucher:					
79598	10/9/2018	0009215	G&M OIL COMPANY, LLC 711-037	9/14/2018	EXPRESS CAR WASHES (3)	15.00	15.00
		Voucher:					
79599	10/9/2018	0008109	GOODIE'S UNIFORM 2018-4716	9/13/2018	NAME PLATES/TAGS FOR MA	30.50	30.50
		Voucher:					
79600	10/9/2018	00002890	GRAINGER 9839153039	7/6/2018	V-BELT	67.15	67.15
		Voucher:					
79601	10/9/2018	00002568	HAAKER EQUIPMENT COMPAC45627	9/12/2018	WLDT-MB PIVOT UNIT #270	1,309.37	1,309.37
		Voucher:	C45626	9/12/2018	BELL CRANK UNIT # 270	1,267.67	1,267.67
			C45628	9/12/2018	M B CROSS SHAFT BE UNIT #	687.34	687.34
			C45132	8/28/2018	CAM FOLLOWER & CONV DE	1,140.84	1,140.84
			C45134	8/28/2018	DIRT DEFLECTOR	160.66	160.66
79602	10/9/2018	00002577	HACH COMPANY 11114791	8/30/2018	CONTROLLER FIELD SERVIC	1,786.00	1,786.00
		Voucher:					4,565.88
79603	10/9/2018	00000989	HARRIS & ASSOCIATES 38571	8/14/2018	HSIP C-10 SG MIDDLE SCHO	407.00	407.00
		Voucher:					
79604	10/9/2018	0011705	HI TECH GYM EQUIPMENT 2662	9/5/2018	PROVIDES ROUTINE MAINT	440.00	440.00
		Voucher:					

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79605	10/9/2018	00000268 HOME DEPOT CREDIT SERVI	0234779	8/16/2018	COBALT SCREX EXTRACTOR	35.08	
		Voucher:	6362869	9/19/2018	STREET LIGHT POLES RECO	241.36	
			9351000	9/6/2018	MAINTENANCE SUPPLIES	172.99	
			0234863	9/5/2018	MATERIALS FOR AZELIA ROC	112.26	
			0234990	9/25/2018	HOME DEPOT NOZZLE PACK	114.16	
			1350923	8/15/2018	HARDWARE - DAVES OFFICE	63.00	
			1343719	8/15/2018	PAINTING SUPPLIES FOR THI	215.08	
			1343888	9/24/2018	WIPE BLADE/MICROFIBER (66.75	
			9034948	9/6/2018	STREET LIGHT CIRCUIT #8 R	271.15	
			9350854	7/18/2018	GARDEN STAKE - WATER SU	43.56	
			0234865	9/5/2018	PAINTING POLES & SAFETY S	166.82	
			5362770	7/12/2018	PRIVACY WINDOW FILM - PD	19.78	
			0362837	8/16/2018	LACQUER THINNER & LUMBE	110.44	
			0152129	8/16/2018	ELECTRICAL - MISC SUPPLIE	85.76	
			6362846	8/20/2018	HUSKY 16IN TOOL BOX & CHI	200.43	
			1234858	9/4/2018	SUPPLIES TO FIX HOLES IN V	469.89	
			6343858	9/19/2018	RECLAIMED METER WELL 28	64.83	
			4234802	8/22/2018	PAINT/SAFETY RAIL AROUND	48.04	
			2343840	9/13/2018	RUBBER STRAP/STEEL HOOI	402.89	
			9350961	8/27/2018	YELLOW PAINT/SAFETY POLI	235.71	
			4351004	9/11/2018	MILWAUKEE TOOLS/BATTERI	446.44	
			8234947	9/17/2018	TOOLS FOR STAND #660	21.92	
			4035351	9/11/2018	SUPPLIES TO REPAIR LIGHTS	278.69	
			0234864	9/5/2018	HINGES, HARDWARE/CITY M	54.29	
			7234832	8/29/2018	HOLLYDALE HANDBALL COU	755.66	
			2351013	9/13/2018	PAINT KITCHEN #802805	112.02	
			8234946	9/17/2018	YELLOW PAINT	52.32	
			4362744	7/3/2018	DYNAFLEX 230 BLACK 10.1 O	63.10	
			2362810	7/25/2018	GENERAL MAINTENANCE - M	72.53	
			10143	9/12/2018	SUPPLIES TO CLEAN GRAFFI	46.07	
			6350929	8/20/2018	CHLORINATING LIQUID	22.64	
			7021238	7/10/2018	1/2" X 6 FT REBAR	87.12	
			5343828	9/10/2018	REPLACEMENT TOOLS & SW	100.38	
			3234903	9/12/2018	YELLOW SAFETY PAINT	107.16	
			6362840	8/20/2018	PAINT, PATCHING/DAVE'S OF	117.57	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79606	10/9/2018	0009457 HP INC. Voucher:	H1037-91597 60296432	9/17/2018 7/27/2018	PVC/IRRIGATION SUPPLIES HP PLOTTER SUPPORT	177.92 1,747.24	5,655.81 1,747.24
79607	10/9/2018	00002832 HUNTINGTON PARK RUBBER Voucher:	RCG013300 10025	9/14/2018 9/4/2018	(2) SELF INKING STAMPS FOI PRINTING AND STAMPS	129.68 51.63	240.32
79608	10/9/2018	0005586 JOE A. GONSALVES & SONS Voucher:	RGC006230 156911	7/24/2018 9/20/2018	NAME PLATES 2"X10" BLACK OCT 2018 - LEGISLATIVE ADV	59.01 2,500.00	2,500.00
79609	10/9/2018	0011721 JONES, GREGORY Voucher:	Ref000241675	9/18/2018	UB REFUND CST #00062281-	204.28	204.28
79610	10/9/2018	0011690 KETCH-ALL COMPANY Voucher:	49772	9/21/2018	KETCH-ALL ANIMAL CONTRO	372.90	372.90
79611	10/9/2018	00003387 KNORR SYSTEMS INC Voucher:	SI205252 SI130956	8/23/2018 8/29/2018	50 LB PULSAR BRIQUETTES ANNUAL PURCHASE - PULSA	1,422.23 568.89	1,991.12
79612	10/9/2018	0010099 L.G.P. EQUIPMENT RENTALS, Voucher:	106235	8/13/2018	CONCRETE TRAILER RENTAL	369.56	369.56
79613	10/9/2018	0007335 LA FREIGHTLINER WHITTIER Voucher:	XA220037833:0 XA220073870:0	9/5/2018	CREDIT FOR RETURNED ITEI AIR-BRAKE VALVE UNIT #220	-109.67 314.49	204.82
79614	10/9/2018	00003773 LINCOLN AQUATICS Voucher:	29369952	8/6/2018	AQUATIC EQUIPMENT	187.43	187.43

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79615	10/9/2018	0010477	MACS 14	8/2/2018	SMOG INSPECTION-UNIT 17	40.00	40.00
	Voucher:						
			083	8/6/2018	SMOG INSPECTION-UNIT 90	40.00	40.00
			084	9/13/2018	SMOG INSPECTION-UNIT 32	50.00	50.00
			087	9/13/2018	SMOG INSPECTION-UNIT 71	40.00	40.00
			088	8/22/2018	SMOG INSPECTION-UNIT 23	40.00	40.00
			069	8/16/2018	SMOG INSPECTION-UNIT 11	40.00	40.00
			063	8/7/2018	SMOG INSPECTION-UNIT 13	40.00	40.00
			086	9/12/2018	SMOG INSPECTION-UNIT 24	50.00	50.00
			085	8/16/2018	SMOG INSPECTION-UNIT 11	40.00	40.00
			064	8/16/2018	SMOG INSPECTION-UNIT 13	40.00	40.00
			065	8/16/2018	SMOG INSPECTION-UNIT 12	40.00	40.00
			066	8/28/2018	SMOG INSPECTION-UNIT 44	40.00	40.00
			072	8/28/2018	SMOG INSPECTION-UNIT 12	40.00	40.00
			073	7/17/2018	SMOG INSPECTION-UNIT 12	40.00	40.00
			081	7/18/2018	SMOG INSPECTION-UNIT 80	40.00	40.00
			082	9/11/2018	SMOG INSPECTION-UNIT 17	40.00	40.00
			078	9/12/2018	SMOG INSPECTION-UNIT 11	40.00	40.00
			079	7/17/2018	SMOG INSPECTION-UNIT 13	40.00	40.00
			080	8/22/2018	SMOG INSPECTION-UNIT 22	40.00	40.00
			068	8/23/2018	SMOG INSPECTION-UNIT 13	40.00	40.00
			071	8/30/2018	SMOG INSPECTION-UNIT 20	40.00	40.00
			074	8/29/2018	SMOG INSPECTION-UNIT 14	40.00	40.00
			075	8/29/2018	LEAF BLEEDER ACTUATOR &	1,364.58	1,364.58
79616	10/9/2018	0006106	MAR-CO EQUIPMENT COMPA 155235				900.00
	Voucher:						
79617	10/9/2018	0011203	MARCO POWER EQUIPMENT 20173251	8/22/2018	STUD INSTALL AND NUT	8.21	8.21
	Voucher:						
			20173231	8/7/2018	CHAIN OIL	43.00	51.21
79618	10/9/2018	0011433	MARK THOMAS & COMPANY, 31459	8/29/2018	JULY 2018- PROF SRVCS FOF	1,190.10	1,190.10
	Voucher:						
79619	10/9/2018	0011712	MASCO ELECTRIC CO. Ref000241666	9/26/2018	UB REFUND CST #00039446-	74.33	74.33
	Voucher:						
79620	10/9/2018	0010108	MATRIX CONSULTING GROUUF18-34 # 3	8/8/2018	PROFESSIONAL SERVICES F	10,600.00	10,600.00
	Voucher:						
79621	10/9/2018	0010587	M-B COMPANIES, INC. 228705	6/18/2018	ADDITIONAL TRAINING ON E	8,634.00	8,634.00
	Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79622	10/9/2018	00004060	MCMaster-CARR SUPPLY C173310487	9/13/2018	PAPER TOWEL DISPENSER F	78.14	
		Voucher:	73733817	9/18/2018	TOOLS FOR STREET LIGHT C	135.42	
			73896692	9/19/2018	BRONZ FLOW-ADJUSTMENT	210.91	424.47
79623	10/9/2018	0011719	MELARA, ANTHONY	9/18/2018	UB REFUND CST #00054525-	135.16	135.16
		Voucher:	497086	7/31/2018	JULY 2018 - MBM-ANNUAL CL	19,257.44	19,257.44
79624	10/9/2018	0011575	MERCHANTS BUILDING				
79625	10/9/2018	00000170	MISC - PKS & REC REFUND	112786-GIRL SC 4/30/2018	RI CK# 77450 - 112786- GIRL S	397.00	397.00
		Voucher:					
79626	10/9/2018	00000170	MISC - PKS & REC REFUND	GUARDADO, B 3/1/2018	104364 - BRIANA GUARDADO	277.00	277.00
		Voucher:					
79627	10/9/2018	00000170	MISC - PKS & REC REFUND	84146 - UNA NU 10/19/2017	84146 - UNA NUEVA ESPERA	143.00	143.00
		Voucher:					
79628	10/9/2018	00000170	MISC - PKS & REC REFUND	DE LA TORRE, / 9/10/2018	143787- ANNABELL DE LA TO	78.00	78.00
		Voucher:					
79629	10/9/2018	00003458	MISC - PUBLIC WORKS	CASEY,W- 8264 1/16/2018	RI - CK # 79364 - WILLIAM CA	315.00	315.00
		Voucher:					
79630	10/9/2018	0011710	MONTALVAN, ABELINA	Ref000241664	UB REFUND CST #00058892-	33.65	33.65
		Voucher:					
79631	10/9/2018	0008506	MUNITEMPS	128691	9/21/2018 09/03/18-09/13/18 - HR ANALY	2,290.75	2,290.75
		Voucher:					
79632	10/9/2018	00005183	MUNOZ, OSCAR	08/21/18 - MUNJ 8/21/2018	REIMBURSEMENT - D4 CERT	105.00	105.00
		Voucher:					
79633	10/9/2018	00004620	MUTUAL LIQUID GAS & EQUIP	346681	8/7/2018 PROPANE GAS AND COMPLI	408.92	
		Voucher:	349531	8/28/2018	PROPANE GAS AND COMPLI	519.13	928.05
79634	10/9/2018	0009267	NATIONAL AUTO FLEET GROU	PC92795	7/5/2018 K-9 VEHICLE - NEW POLICE \	47,582.73	47,582.73
		Voucher:					
79635	10/9/2018	0009410	NATIONAL METER & AUTOMATS	1103855.002	8/28/2018 ITRON METER READING DEV	346.19	
		Voucher:	S1103855.004	9/7/2018	ITRON METER READING DEV	275.63	621.82
79636	10/9/2018	00004969	NATIONAL READY MIXED CON	661907	8/20/2018 CONCRETE FOR FIRESTONE	642.76	642.76
		Voucher:					
79637	10/9/2018	00003771	NETMOTION SOFTWARE, INC	I0043333	9/14/2018 RENEWAL - NETMOTION ANN	3,609.38	3,609.38
		Voucher:					
79638	10/9/2018	0005289	NOBEL SYSTEMS	14394	8/31/2018 GEOVIEWER ANNUAL SUBSC	10,800.00	
		Voucher:	14387	8/1/2018	GEOVIEWER MOBILE ACTIV :	5,500.00	16,300.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79639	10/9/2018	0009654 Voucher:	INV-002060	8/20/2018	07/01/18-06/30/19- SAAS APPL	9,500.00	9,500.00
79640	10/9/2018	00003542 Voucher:	ORANGELINE DEVELOPMENT2018/2019	4/13/2018	FY 2018/2019 - ECO-RAPID TF	32,716.15	32,716.15
79641	10/9/2018	00003542 Voucher:	ORANGELINE DEVELOPMENT2018 SUMMIT- I	10/2/2018	2018 SUMMIT REGISTRATION	50.00	50.00
79642	10/9/2018	0007984 Voucher:	O'REILLY AUTO PARTS	6/19/2018	TRAILER STAND FOR STREE	50.70	
			3063-241461	8/9/2018	ORIFICE TUBE UNIT #126	18.49	
			3063-247163	9/10/2018	ALTERNATOR UNIT #243	166.40	
			3063-247185	9/10/2018	SPINDLE SCKT	18.73	
			3063-239114	7/26/2018	FAN ASSEMBLY UNIT #220	172.77	
			3063-247477		CREDIT FOR RETURNED ITEI	-52.03	
			3063-247117	9/10/2018	AUTO PARTS	61.02	
			3063-247120	9/10/2018	HEAT SHRINK	41.29	
			3063-246189	9/5/2018	1 GAL ANTIFREZ UNIT # 342	138.85	
			3063-246205	9/5/2018	DISC PAD SET UNIT # 342	166.98	
			3063-246365	9/6/2018	SPARK PLUG UNIT # 662	39.58	
			3063-236641	7/12/2018	DEGREASER & REPAIR KIT	53.33	
			3063-244726	8/27/2018	GREASE FITTINGS UNIT # 27	158.63	
			3063-246225	9/5/2018	OEX BRK PADS UNIT #342	62.95	
			3063-246413	9/6/2018	1 GAL ANTIFREZ & 14OZ BRA	621.41	
			3063-246415	9/6/2018	14 OZ BRAKE CLN	78.98	
			3063-245260	8/30/2018	HI-PWR BELT	9.76	
			3063-247118	9/10/2018	FLEETRUNNER UNIT #204	126.62	
			3063-231914	6/14/2018	WIRE CONNECTOR - AUTO P	3.86	
			3063-247174	9/10/2018	SPARK PLUG UNIT #446	44.01	
			3063-239125	7/26/2018	FAN & TENSIONER UNIT #22C	83.58	
			3063-243665	8/22/2018	TRAILER PLUG UNIT # 285	45.02	2,110.93
79643	10/9/2018	0009564 Voucher:	OVERLAND, PACIFIC & CUTLE1807242	7/31/2018	PROFESSIONAL APPRAISAL :	5,265.00	5,265.00
79644	10/9/2018	00003673 Voucher:	PD: AMADOR, ROMAN	AMADOR/EDUC 9/24/2018	EDUCATIONAL REIMBURSEM	2,430.00	2,430.00
79645	10/9/2018	00001297 Voucher:	PD: ARANA, MANUEL	1-2372 9/20/2018	TRAINING-NATIONAL GANG	105.07	105.07

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79646	10/9/2018	00005204 PD: CANCIO, ROGER Voucher:	1-2338-LODGIN	9/17/2018	TRAINING-DOMESTIC VIOLEI	1,065.00	1,065.00
79647	10/9/2018	0011707 PD: DINH, MARTIN Voucher:	1-2398	9/18/2018	CONFERENCE-COPWEST 2018	53.02	53.02
79648	10/9/2018	00003809 PD: GONZALEZ, JUAN CARLO Voucher:	1-2401	9/20/2018	TRAINING- POST SUPERVISC	227.15	227.15
79649	10/9/2018	00003809 PD: GONZALEZ, JUAN CARLO Voucher:	1-2400	9/18/2018	TRAINING- ASSERTIVE SUPE	131.91	131.91
79650	10/9/2018	00003849 PD: GUTIERREZ, HERIBERTO Voucher:	1-2372	9/20/2018	TRAINING-NATIONAL GANG	105.07	105.07
79651	10/9/2018	0008712 PD: MARIN, DERRICK Voucher:	1-2372	9/20/2018	TRAINING-NATIONAL GANG	105.07	105.07
79652	10/9/2018	00003789 PD: MONTERROZA, JOHANNA Voucher:	1-2402	9/20/2018	TRAINING-TRAINING SEMINA	259.35	654.71
79653	10/9/2018	00003556 PD: MUNOZ, ARMANDO Voucher:	1-2372	9/20/2018	TRAINING-CLETS TRAINING I	395.36	105.07
79654	10/9/2018	0009492 PD: PETERSON, ALOYSIUS Voucher:	1-2399	9/18/2018	TRAINING-FIREARMS INSTRU	279.99	279.99
79655	10/9/2018	00003936 PD: RIO HONDO COLLEGE Voucher:	F18-37R-ZSGT	9/6/2018	TRNG - BASIC ACADEMY FEE	1,939.75	1,939.75
79656	10/9/2018	00001358 PD: SBS-D-EVOC TRAINING Voucher:	CIEVCS3712	7/12/2018	TRAINING-DRIVING 4 HOUR(I	250.00	2,190.00
			EVC53736	9/13/2018	TRAINING-DRIVING 4 HOURS	1,200.00	275.65
			EVC53672	6/19/2018	TRAINING-DRIVER EVOC UPI	740.00	
79657	10/9/2018	00004714 PETTY CASH- POLICE DEPT. Voucher:	.JM-07/11/18-09/11	9/20/2018	PETTY CASH- POLICE DEPT-	275.65	
79658	10/9/2018	00003995 PK: CABRERA, HILDA G. Voucher:	08/22/18-09/19/18	9/19/2018	AQUAAEROBICS CLASSES- C	200.00	200.00
79659	10/9/2018	00003721 PLUMBERS DEPOT INC. Voucher:	PD-39090	7/30/2018	BATTERY PACKS FOR SEWEI	2,000.11	2,000.11
79660	10/9/2018	00000339 POSTMASTER Voucher:	PRMT#2280-WII	9/19/2018	PERMIT#2280, TYPE PI- WINT	5,325.11	5,325.11
79661	10/9/2018	00000488 PRAXAIR DISTRIBUTION, INC. Voucher:	84670948	8/21/2018	CYLINDER RENTAL	138.09	138.09
79662	10/9/2018	0011711 QUINTERO, SAUL & MARIA Voucher:	Ref000241665	9/26/2018	UB REFUND CST #00052287-	71.84	71.84

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79663	10/9/2018	00000416	15551	9/4/2018	BUSINESS CARDS- GOLD FO	22.05	
	Voucher:		15555	9/4/2018	BUSINESS CARDS- BLUE LITI	132.30	154.35
79664	10/9/2018	0011709	Ref000241663	9/26/2018	UB REFUND CST #00053322-	21.15	21.15
	Voucher:						
79665	10/9/2018	00003963	RESOURCE BUILDING WATER2478907	9/11/2018	CONCRETE MIX - INVENTOR'	454.01	454.01
	Voucher:						
79666	10/9/2018	0011713	RODRIGUEZ, MIGUEL	9/26/2018	UB REFUND CST #00053419-	107.79	107.79
	Voucher:						
79667	10/9/2018	0011527	RS CONSTRUCTION & 72	9/10/2018	AUG 2018- CONSTRUCTION C	49,141.60	49,141.60
	Voucher:						
79668	10/9/2018	00004821	S & J SUPPLY COMPANY, INC.S100120158.001	9/10/2018	SEWER SUPPLIESWALNUT &	102.34	
	Voucher:		S100120115.001	9/10/2018	WATER SUPPLIES 6" CLAY	154.81	257.15
79669	10/9/2018	00003882	S A RENTERIA AUTO PARTS 420289	9/24/2018	TEMPERATURE SWITCH - UN	30.78	30.78
	Voucher:						
79670	10/9/2018	0010999	SAFNA ENGINEERING	9/5/2018	AMEND NO. 1 - AGREE FOR F	17,850.00	17,850.00
	Voucher:		SSG201808				
79671	10/9/2018	00000322	SAM'S CLUB	9/13/2018	YOUTH CLASS SUPPLIES	34.79	
	Voucher:		4384	9/18/2018	GOLF CONCESSIONS	188.77	
	Voucher:		005867	9/17/2018	BENEFIT FAIR REFRESHMEN	195.90	419.46
79672	10/9/2018	0008973	SCOTT ROBINSON CHRYSLER130097	9/19/2018	RADIATOR RESTOCK	307.15	
	Voucher:		129426	9/16/2018	ROTOR-BRAKE UNIT #172	205.31	
	Voucher:		242117	9/13/2018	MULTI-POINT INSPECTION UI	385.66	898.12
79673	10/9/2018	00004834	SECURITY SIGNAL DEVICES \$135008-A	9/12/2018	10/01/18-12/31/18 - SECURITY	687.58	
	Voucher:		1332371-A	6/11/2018	07/01/18-09/30/18 PW FACILIT	3,970.09	
	Voucher:		1332374-A	6/11/2018	WATER DIV SECURITY SERV	6,892.56	11,550.23
79674	10/9/2018	00002616	SHRED-IT USA LLC	8/31/2018	SHREDDING SERVICE/PPD	72.00	72.00
	Voucher:		8125525322				
79675	10/9/2018	00005096	SOUTH COAST A.Q.M.D.	7/17/2018	FLAT FEE FOR LAST FISCAL '	131.79	
	Voucher:		3318364	7/17/2018	ICE (50-500HP) EM ELEC GEN	406.79	538.58
	Voucher:		3315536	8/21/2018	SERV REQUEST- PRJ# TD1-	389.20	389.20
79676	10/9/2018	00004864	SOUTHERN CALIFORNIA EDIS327244				
	Voucher:						
79677	10/9/2018	00004908	STATUS ONE MEDICAL INC	8/16/2018	FIRST AID SUPPLIES	45.59	45.59
	Voucher:		54545				

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79678	10/9/2018	0005394	STEVE SWAIN INVESTIGATOF:1310	9/10/2018	BACKGROUND INVESTIGATIK	977.90	
	Voucher:		1311	9/10/2018	BACKGROUND INVESTIGATIK	938.95	2,894.75
			1309	9/10/2018	BACKGROUND INVESTIGATIK	977.90	18,465.00
79679	10/9/2018	0009039	TETRA TECH	8/16/2018	THRU 07/27/18 - DESIGN SER	18,465.00	
	Voucher:		51344135				
79680	10/9/2018	00004157	THE LIGHTHOUSE INC	9/6/2018	PUSH BUMPERS UNIT #183	740.97	
	Voucher:		0701654	8/23/2018	LIGHT MODULES UNIT # 128	429.98	1,170.95
79681	10/9/2018	0008153	TIME WARNER CABLE-	8/11/2018	ACCT# 844830 017 0439993-C	134.99	
	Voucher:		0008335081918	8/19/2018	ACCT# 844830 017 0008335-C	161.26	296.25
79682	10/9/2018	0011316	TRANSTECH ENGINEERS, INC(20182398	7/31/2018	CONSTRUCTION MANAGEMEM	14,037.50	14,037.50
	Voucher:						
79683	10/9/2018	0008005	U.S. BANK-PARS ACCT#67460NOVEMBER 201	11/1/2018	PARS SUPPLMNTL RETIREMEN	5,618.97	5,618.97
	Voucher:						
79684	10/9/2018	0008005	U.S. BANK-PARS ACCT#67460NOV 2018-MOS	11/1/2018	EXCESS BENFT PLAN-ACCT#	680.00	840.00
	Voucher:		NOV 2018- R.BA	11/1/2018	NOV 2018- RON BATES- PAR	160.00	338.00
79685	10/9/2018	00000505	U.S. POSTAL SERVICE	10/01/18	BOX - 10/1/2018 12 MONTHS PO BOX FEE - B	338.00	
	Voucher:						
79686	10/9/2018	00001928	U.S. POSTAL SVC/PITNEY BOINOVEMBER 201	11/1/2018	POSTAGE- NOVEMBER 2018	2,500.00	2,500.00
	Voucher:						
79687	10/9/2018	00004964	UNDERGROUND SERVICE AL820180189	9/1/2018	TICKET CHARGES (192) / MN	326.80	326.80
	Voucher:						
79688	10/9/2018	0006581	UNITED ROTARY BRUSH COR30512326	7/31/2018	STREET SWEEPER AND BRO	1,789.93	1,789.93
	Voucher:						
79689	10/9/2018	00004975	US ARMOR	9/17/2018	VEST- ENFORCER CONCEAL	529.87	529.87
	Voucher:		20252				
79690	10/9/2018	00003928	US BANK TRUST N.A.	94431820- 11/20	NOV 2018 - 2001 SERIES SG /	115,416.67	
	Voucher:		788757000- 10/2	10/1/2018	OCT 2018 - 2005 PERS OBLIG	167,703.25	
			165017000- 10/2	10/1/2018	OCT 2018 - SERIES 2012 SOU	146,037.50	429,157.42
79691	10/9/2018	00000379	VERIZON BUSINESS	05619901	BILLING PRD- 09/01/2018 - 09,	55.09	55.09
	Voucher:						

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79692	10/9/2018	00002634	VULCAN MATERIALS COMPAN71912969	8/10/2018	ASPHALT, BASE, EMULSION I	180.57	
		Voucher:	71912970	8/10/2018	ASPHALT, BASE, EMULSION I	179.67	
			71882398	7/13/2018	ASPHALT, BASE, EMULSION I	243.57	
			71907347	8/6/2018	ASPHALT, BASE, EMULSION I	201.22	
			71909731	8/8/2018	ASPHALT, BASE, EMULSION I	160.81	
			71894400	7/25/2018	ASPHALT, BASE, EMULSION I	170.69	
			71920900	8/17/2018	ASPHALT, BASE, EMULSION I	175.18	
			71920901	8/17/2018	ASPHALT, BASE, EMULSION I	203.01	
			71923229	8/20/2018	ASPHALT, BASE, EMULSION I	185.06	1,699.78
79693	10/9/2018	0011716	WAGNER, STEPHEN	9/26/2018	UB REFUND CST #00062460-	161.74	161.74
		Voucher:	Ref000241670				
79694	10/9/2018	00004423	WALTERS WHOLESale ELECS11321795.002	8/30/2018	SUPPLIES TO REPAIR STREE	242.49	
		Voucher:	S11276001.001	8/24/2018	SUPPLIES REPAIRS STREET	388.09	630.58
79695	10/9/2018	00000028	WATER REPLENISHMENT DISJULY 2018	7/31/2018	JULY 2018- GROUNDWTR PR	272,498.37	272,498.37
		Voucher:					
79696	10/9/2018	00002593	WAXIE'S SANITARY SUPPLY	77724838	INVENTORY PO/ JANITORIAL	141.65	141.65
		Voucher:					
79697	10/9/2018	00001953	WEBSTER'S BEE'S REMOVAL	9895	BEE REMOVAL - BOY SCOUT	285.00	
		Voucher:	9871	8/21/2018	BEE REMOVAL - SAN JUAN A	185.00	
			9869	8/20/2018	BEE REMOVAL - SAN CARLO	185.00	
			9878	8/24/2018	BEE SERVICE	185.00	840.00
79698	10/9/2018	0010476	WECK LABORATORIES INC	W8H2266-COSC	WATER QUALITY SAMPLING	200.00	
		Voucher:	W810867-COSC	8/14/2018	WATER QUALITY SAMPLING	150.00	
			W810450-COSO	9/7/2018	WATER QUALITY SAMPLING	130.00	
			W810059-COSO	9/4/2018	WATER QUALITY SAMPLING	190.00	
			W810327-COSO	9/6/2018	WATER QUALITY SAMPLING	115.00	
			W811078-COSO	9/18/2018	WATER QUALITY SAMPLING	130.00	
			W810778-COSO	9/13/2018	WATER QUALITY SAMPLING	70.00	
			W810576-COSC	9/10/2018	WATER QUALITY SAMPLING	75.00	
			W810772-COSO	9/13/2018	WATER QUALITY SAMPLING	150.00	
			W8H2019-COSL	8/29/2018	WATER QUALITY SAMPLING	250.00	
			W810303-COSO	9/8/2018	WATER QUALITY SAMPLING	150.00	1,610.00
79699	10/9/2018	00000462	WEST COAST ARBORISTS, IN137491	6/15/2018	06/01/18 - 06/15/18 - TREE TR	3,384.00	3,384.00
		Voucher:					

Final Check List
City of South Gate

apChkLst
10/02/2018 6:16:46PM

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
79700	10/9/2018	00004593	WESTERLY METER SERVICE 15896	8/23/2018	METER TESTS	80.00	80.00
		Voucher:					
79701	10/9/2018	00001280	WILLDAN	8/5/2018	JULY 2018 - AS NEEDED PRO	1,736.50	
		Voucher:		8/15/2018	THRU 07/27/18 - PROF ENGINE	13,479.12	
				8/15/2018	THRU 07/27/2018 - AS NEEDED	2,335.50	17,551.12
79702	10/9/2018	0007005	WILLDAN FINANCIAL SERVICE	7/27/2018	PROFESSIONAL SERVICES F	3,750.00	3,750.00
		Voucher:					
79703	10/9/2018	0006745	XTREME AUTOBODY	9/5/2018	SPLASH SHIELD UNIT #149	1,242.14	1,242.14
		Voucher:					
79704	10/9/2018	00001376	Z.A.P. MANUFACTURING INC 1644	8/19/2018	TRAFFIC SIGNS RECYCLES P	1,135.66	1,135.66
		Voucher:					
79705	10/9/2018	00000062	ZIEGLER'S HARDWARE & SUP	9/14/2018	MISC HARDWARE	17.62	
		Voucher:		8/23/2018	RIDGID CUTTING WHEEL/PO	9.91	
				9/11/2018	MISC HARDWARE	186.26	
				9/6/2018	MISC HARDWARE	22.74	
				8/28/2018	MISC HARDWARE	11.00	
				9/5/2018	MISC HARDWARE	22.04	
				8/29/2018	MISC HARDWARE	41.82	
				8/14/2018	BRUSH & STRANERS	28.59	
				8/7/2018	PLEXIGLAS INSTALL ON PARI	38.09	
				8/7/2018	PLEXIGLAS INSTALLATION /	11.00	
				8/27/2018	MISC HARDWARE	37.44	
				9/10/2018	MISC HARDWARE	59.49	
				8/23/2018	KEY DUPLICATES & BROOM	34.08	520.08
79706	10/9/2018	00000063	ZUMAR INDUSTRIES INC	7/31/2018	STREET SIGNS AND TRAFFIC	2,434.19	2,434.19
		Voucher:					
9302018	9/30/2018	00004309	AMERIFLEX	SEPTEMBER 20	SEP 2018- ACH DEBITS BOW	1,576.89	1,576.89
		Voucher:					

Sub total for BANK OF THE WEST: 1,571,427.20

Grand Total All Checks: 1,571,427.20

172 checks in this report.

Void Checks

Bank code: botw

WARRANT REGISTER COUNCIL MEETING 10/09/2018

PART II

apChkLst

09/20/2018 9:39:43AM

Final Check List

City of South Gate

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1551	9/20/2018	00000004	NATIONWIDE RETIREMENT SOLLBen241146	9/20/2018	DEF COMP NATIONWIDE: PAYME	48,609.11	48,609.11
		Voucher:					
1552	9/20/2018	00004836	SEIU LOCAL 721 CTW CLC-23900Ben241148	9/20/2018	SEIU DUES: PAYMENT	3,181.44	3,181.44
		Voucher:					
1553	9/20/2018	00002370	INTERNAL REVENUE SERVICE Ben241150	9/20/2018	MEDICARE: PAYMENT	144,392.87	144,392.87
		Voucher:					
1554	9/20/2018	00000343	PUBLIC EMPLOYEES RETIREMENTBen241152	9/20/2018	PERS RETIREMENT: PAYMENT	203,850.83	203,850.83
		Voucher:					
1555	9/20/2018	00001186	EMPLOYMENT DEVELOPMENT DBen241154	9/20/2018	SDI: PAYMENT	47,741.18	47,741.18
		Voucher:					
1556	9/20/2018	00004996	SEIU-COPE LOCAL 721, LAOC CIBen241156	9/20/2018	SEIU- COPE LOCAL 721 DEDUCT	51.50	51.50
		Voucher:					
1557	9/20/2018	00004988	CHILD SUPPORT ON-LINE, STATEBen241158	9/20/2018	CHILD SUPPORT-ONLINE: PAYMI	1,941.70	1,941.70
		Voucher:					
79533	9/20/2018	0009920	OCSE CLEARINGHOUSE SDU Ben241144	9/20/2018	GARNISHMENT - AR CHILD SUPP	324.00	324.00
		Voucher:					
79534	9/20/2018	0008951	SENCION, CARMEN Ben241142	9/20/2018	SPOUSAL SUPPORT-E. SENCION	553.85	553.85
		Voucher:					
79535	9/20/2018	0008005	U.S. BANK-PARS ACCT#67460225Ben241140	9/20/2018	PARS 11.87%: PAYMENT	749.66	749.66
		Voucher:					

Sub total for BANK OF THE WEST: 451,396.14

10 Checks in this report.

Grand Total All Checks: 451,396.14

Void Checks

Bank code: botw

(none)

WARRANT REGISTER COUNCIL MEETING 10/09/2018

PART III

apChkLst

09/20/2018 5:01:44PM

Final Check List

City of South Gate

Page: 1

Bank : botw BANK OF THE WEST

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
79537	9/20/2018	0011526 HASA, INC.	607313	7/12/2018	WATER TREATMENT CHEMIC	1,098.07	
		Voucher:	616073	9/8/2018	WATER TREATMENT CHEMIC	937.35	
			542752	5/3/2018	WATER TREATMENT CHEMIC	870.89	
			616074	9/8/2018	WATER TREATMENT CHEMIC	721.04	
			542754	5/3/2018	WATER TREATMENT CHEMIC	550.29	
			606221	7/5/2018	WATER TREATMENT CHEMIC	477.42	
			616069	9/8/2018	WATER TREATMENT CHEMIC	457.86	
			616075	9/8/2018	WATER TREATMENT CHEMIC	327.99	
			606222	7/5/2018	WATER TREATMENT CHEMIC	298.39	
			606220	7/5/2018	WATER TREATMENT CHEMIC	204.58	5,943.88
Sub total for BANK OF THE WEST:						5,943.88	
Grand Total All Checks:						5,943.88	

1 checks in this report.

Void Checks

Bank code: botw
(none)

WARRANT REGISTER COUNCIL MEETING 10/09/2018

TOTALS

FISCAL YEAR 2018/2019

TOTAL AP PART I	1,571,427.20
TOTAL PAYROLL PART II - 09/20/2018	451,396.14
TOTAL PREPAID PART III - 09/20/2018	5,943.88
	TOTAL 2,028,767.22
VOIDS	(\$3,650.70)
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(\$290,038.49)
TOTAL	1,735,078.03

SOUTH GATE CITY COUNCIL WARRANT APPROVAL AND CANCELLATION

Warrant Number 79533 to Number 79706 Inclusive, Totaling \$ 1,735,078.03 as listed on the accompanying Accounts Payable Warrant Register of October 9, 2018 and approved as presented, with the exception of the following warrants:

77247	PD: SBSB-DEVOC TRAINING CENTER	05/08/2018	370.00	WAS PAID WITH CREDIT CARD. CHECK NO LONGER NEEDED.
77450	GIRL SCOUTS OF GREATER LA	05/22/2018	430.00	CHECK WAS LOST IN THE MAIL. WILL BE REISSUED.
78932	CAHA	08/28/2018	1,150.00	CHECK HAD WRONG ADDRESS. WILL BE REISSUED.
78953	EMP: KOKOT, IAN	08/28/2018	1,352.70	CHECK AMOUNT IS INCORRECT. WILL BE REISSUED.
79364	CASEY, WILLIAM	09/25/2018	348.00	CHECK AMOUNT IS INCORRECT. WILL BE REISSUED.
	GRAND TOTAL OF VOIDED CHECKS		\$ 3,650.70	

CITY AUDITOR

CITY MANAGER



DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on October 9, 2018 at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above demands, as approved.