



## SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, April 23, 2019 at 6:30 p.m.

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

<b>CALL TO ORDER</b>	Jorge Morales, Mayor
<b>INVOCATION</b>	Reverend Sean Pica, Redeemer Lutheran Church
<b>PLEDGE OF ALLEGIANCE</b>	Mohammad Jibawi, South Gate Police Officer
<b>ROLL CALL</b>	Carmen Avalos, City Clerk

### II. City Officials

<b>MAYOR</b> Jorge Morales	<b>CITY CLERK</b> Carmen Avalos
<b>VICE MAYOR</b> Denise Diaz	<b>CITY TREASURER</b> Gregory Martinez
<b>COUNCIL MEMBERS</b> Al Rios Maria Davila Maria Belen Bernal	<b>CITY MANAGER</b> Michael Flad  <b>CITY ATTORNEY</b> 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 April 14 - 20, 2019, As National Public Safety Telecommunicators Week**

The City Council will: (PD)

- a. Issue a Proclamation declaring the week of April 14-20, 2019, as National Public Safety Telecommunicators Week; and
- b. Present Certificates of Appreciation to South Gate Police Dispatchers in recognition of their dedicated service to the South Gate community.

Documents:

[ITEM 1 REPORT 042319.PDF](#)

### **2. Proclamation Declaring May As Older Americans Month**

The City Council will issue a Proclamation declaring the month of May as Older Americans Month and will present it to Toni Martinez, this year's honoree. (PARKS)

Documents:

[ITEM 2 REPORT 042319.PDF](#)

### **3. Introduction Of City's New And Promotional Full-Time Employees**

The City Council will allow staff to introduce the new and promotional full-time employees hired or promoted between January 1, 2019 and March 31, 2019. (ADMIN SVCS)

Documents:

[ITEM 3 REPORT 042319.PDF](#)

## **V. Public Hearings**

### **4. Ordinance Amending Certain Subsections Of The Municipal Code Pertaining To The "Authorized Uses Of City Seal" Will Be Continued To The City Council Meeting Of May 28, 2019**

The City Council will open the public hearing, and consider taking public testimony concerning the proposed Ordinance amending certain Sections of the South Gate Municipal Code regarding the use of the City Seal, and continue the Public Hearing to the regularly scheduled City Council Meeting of May 28, 2019. (PW)

Documents:

[ITEM 4 REPORT 042319.PDF](#)

**5. Resolution Approving The Disposition And Development Agreement With ASÍ Real Estate Investments, LLC, For The Sale Of City-Owned Property Located At 5821 Firestone Boulevard**

The City Council will open the Public Hearing to consider: (CD)

a. Accepting the determination that this project is Categorically Exempt under Class 32 (In-Fill Projects) Section 15332 of the California Environmental Quality Act; and

b. Adopting a Resolution approving the Disposition and Development Agreement (**Contract No. \_\_\_\_\_**) with ASÍ Real Estate Investments, LLC for the sale of City-owned property located at 5821 Firestone Boulevard and authorizing the Mayor to execute said Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 5 REPORT 042319.PDF](#)

**6. Fiscal Year 2019/20 Municipal Budget Departmental Presentations From The Director Of Parks & Recreation And Chief Of Police; And Continuance Of The Public Hearing To The Special City Council Meeting Of May 7, 2019**

The City Council will consider: (ADMIN SVCS)

a. Hearing presentations from the Director of Parks & Recreation and the Police Chief on their proposed Fiscal Year 2019/20 departmental budgets; and

b. Opening the Public Hearing, take public testimony, and continue the Public Hearing to May 7, 2019.

Documents:

[ITEM 6 REPORT 042319.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 **7, 8, 9, 10, 11, 12, 13 and 14** 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.

### **7. Resolution Preliminarily Approving The Engineer's Report For The Annual Levy Of Assessments Within The Street Lighting And Landscaping Maintenance District No. 1; And Resolution Declaring The City's Intention To Levy And Collect Assessments And Setting A Public Hearing For May 28, 2018**

The City Council will consider: (PW)

- a. Adopting a **Resolution** \_\_\_\_\_ preliminarily approving the Engineer's Report for the proceedings of the Fiscal Year 2019/20 Annual Levy of Assessments within the Street Lighting and Landscape Maintenance District No.1; and
- b. Adopting a **Resolution** \_\_\_\_\_ declaring the City's intention to levy and collect assessments under the Fiscal Year 2019/20 annual levy and collection of assessments within the Street Lighting and Landscape Maintenance District No. 1, and setting a Public Hearing for May 28, 2019.

Documents:

[ITEM 7 REPORT 042319.PDF](#)

### **8. Resolution Initiating Application For The Formation Of The**

## **Lower Los Angeles River Recreation And Parks District**

The City Council will consider: (PARKS)

- a. Adopting a **Resolution** \_\_\_\_\_ initiating the application to the Los Angeles Local Area Formation Commission for the formation of the Lower Los Angeles River Recreation and Parks District;
- b. Directing staff to take steps necessary to complete the application process on behalf of the City;
- c. Appropriating \$15,000 from the unassigned General Fund balance to Account No. 100-401-61-6101 (Professional Services) to fund the \$7,500 application fee and up to \$7,500 of consultant services as required;
- d. Authorizing the Director of Parks & Recreation to execute, on behalf of the City, all documents required to submit, process and implement said application in a form acceptable to the City Attorney; and
- e. Approving the Categorical Exemption for the proposed annexation under the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 20, as a change in the organization of local agencies.

Documents:

[ITEM 8 REPORT 042319.PDF](#)

## **9. Resolution Reclassifying The Senior Traffic Engineer To City Traffic Engineer And Assistant City Engineer To Deputy City Engineer; Updating Job Specifications And Salary Pay Tables**

The City Council will consider adopting a **Resolution** \_\_\_\_\_ amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to reclassify the positions of Senior Traffic Engineer to City Traffic Engineer and Assistant City Engineer to Deputy City Engineer, to approve the corresponding job specifications and to update the appropriate salary pay tables. (ADMIN SVCS)

Documents:

[ITEM 9 REPORT 042319.PDF](#)

## **10. Resolution Updating Job Specifications Of The Water Service Representative 1 And II Positions In The Public Works Department**

The City Council will consider adopting a **Resolution** \_\_\_\_\_ amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to update the job specifications of the Water Service Representative I and Water Service Representative II positions in the Public Works Department to bring them up to date. (ADMIN SVCS)

Documents:

[ITEM 10 REPORT 042319.PDF](#)

### **11. Agreement With Stephen Doreck Equipment Rentals, Inc., For Construction Of The Chakemco Street Water Main Project**

The City Council will consider: (PW)

- a. Approving an Agreement (**Contract No.** \_\_\_\_\_) with Stephen Doreck Equipment Rentals, Inc., to construct the Chakemco Street Water Main, City Project No. 606-WTR (Project), in the amount not-to-exceed \$269,835;
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- c. Approving the Notice of Exemption for the replacement of the Water Main and direct the City Clerk to file it with the Los Angeles County Recorder's Office.

Documents:

[ITEM 11 REPORT 042319.PDF](#)

### **12. Request From LAUSD To Waive Permit Fees For Installation Of 24 Banners**

The City Council will consider: (PW)

- a. Receiving and filing a proposal from the Los Angeles Unified School District (LAUSD) to install 24 banners on Tweedy Boulevard between Truba Avenue and Elizabeth Avenue, for the purposes of promoting student achievements at South East High School and Victoria Elementary School;
- b. Approving LAUSD's request to waive Public Works Encroachment Permit Fees for the installation of 24 banners, in the amount of \$3,672; and
- c. Approving LAUSD's request to waive Banner Permit Fees for the installation of 24 banners, in the amount of \$4,200.

Documents:

[ITEM 12 REPORT 042319.PDF](#)

### **13. Notice Of Completion For The Automatic Water Meter Reading Upgrade, Phase 2**

The City Council will consider: (PW)

- a. Accepting completion of construction of the Automatic Water Meter Upgrade Project, City Project No. 573-WTR, effective March 4, 2019;

and

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

Documents:

[ITEM 13 REPORT 042319.PDF](#)

#### **14. Minutes**

The City Council will consider approving the Regular Meeting minutes and Special Meeting minutes of March 26, 2019 and April 9, 2019.  
(CLERK)

Documents:

[ITEM 14 REPORT 042319.PDF](#)

### **IX. Reports, Recommendations And Requests**

#### **15. Resolution Approving And Modifying Conditional Use Permit No. 833 To Allow An Unmanned Telecommunications Facility At 8912 Madison Avenue**

The City Council will consider adopting a **Resolution \_\_\_\_\_** approving and modifying Conditional Use Permit No. 833 to allow an unmanned telecommunications facility at 8912 Madison Avenue. (CD)

Documents:

[ITEM 15 REPORT 042319.PDF](#)

#### **16. Formation Of A Sister Cities Subcommittee Composed Of Two City Council Members**

The City Council will consider forming a Sister Cities Subcommittee composed of two City Council Members, to guide the development of a Sister Cities policy and program. (ADMIN)

Documents:

[ITEM 16 REPORT 042319.PDF](#)

#### **17. Mid-Year Budget Report For Fiscal Year 2018/19 And Budget Adjustments**

The City Council will consider: (ADMIN SVCS)

1. Receiving and filing the mid-year budget report for Fiscal Year 2018/19;

2. Appropriating \$10,000 from the unassigned General Fund Balance to account no. 100-503- 21-6701 for the refurbishment of one parking enforcement vehicle;

3. Appropriating \$24,000 from the unassigned Gas Tax Fund Balance to account no. 212-713-31-5110 for overtime for the remainder of the fiscal year necessitated by the unusually wet winter and the need to address potholes and tree maintenance;
4. Appropriating \$34,000 from the unassigned Gas Tax Fund Balance to account no. 212-713-31-9005 for the purchase of two SASE Concrete Grinders;
5. Appropriating \$32,716 from the unassigned Prop A Fund Balance to account no. 221-480-33-6304 for payment of the Eco-Rapid Transit Annual Membership Dues;
6. Appropriating \$20,000 from the unassigned Building & Infrastructure Maintenance Fund Balance to account no. 524-415-61-6704 for the emergency repair of lateral lines at the Patricia G. Mitchell Swim Stadium;
7. Appropriating \$20,000 from the unassigned Building & Infrastructure Maintenance Fund Balance to account no. 524-415-61-9100 for emergency repairs to the skylights at the Patricia G. Mitchell Swim Stadium;
8. Appropriating \$175,000 from the unassigned Building & Infrastructure Maintenance Fund Balance to account no. 524-710-21-9100 for required repairs to the underground fuel tank at the Police Department;
9. Appropriating \$15,000 from the unassigned Building & Infrastructure Maintenance Fund Balance to account no. 524-710-21-9100 for required repairs to 4-inch sewer line in the women's restroom at the Police Department;
10. Increasing revenue projections by \$203,595 in the Water Fund, account no. 411-4999, for the annual reimbursement from the Sewer Fund for its share of the annual debt service payments on the 2012 Water Revenue Bonds; and
11. Appropriating \$203,595 from the unassigned Sewer Fund Balance to account no. 412-732- 52-7999 to reimburse the Water Fund for the Sewer Fund's share of the annual debt service payments on the 2012 Water Revenue Bonds;

Documents:

[ITEM 17 REPORT 042319.PDF](#)

### **18. Warrant Register For April 23, 2019**

The City Council will consider approving the Warrants for April 23, 2019. (ADMIN SVCS)



Total of Checks: \$2,516,695.49  
Total Payroll Deductions: \$ 336,035.23  
Grand Total: \$2,180,660.26

Documents:

[ITEM 18 REPORT 042319.PDF](#)

## **X. Adjournment**

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted April 18, 2019 at 2:45 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  
(323) 563-9510 \* fax (323) 563-5411 \* [www.cityofsouthgate.org](http://www.cityofsouthgate.org)

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.

RECEIVED

APR 17 2019

# City of South Gate

CITY COUNCIL

Item No. 1

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

## AGENDA BILL

5:00pm

For the Regular Meeting of: April 23, 2019

Originating Department: Police

Department Director:

*Randall Davis*

City Manager:



Randall Davis

Michael Flad

**SUBJECT: NATIONAL PUBLIC SAFETY TELECOMMUNICATOR'S WEEK**

**PURPOSE:** To declare April 14-20, 2019 as National Public Safety Telecommunicator's Week.

**RECOMMENDED ACTIONS:** Mayor Jorge Morales will:

- a. Issue a Proclamation declaring the week of April 14-20, 2019, as National Public Safety Telecommunicators Week; and
- b. Present Certificates of Appreciation to South Gate Police Dispatchers in recognition of their dedicated service to the South Gate community.

**FISCAL IMPACT:** None.

**ANALYSIS:** None.

**BACKGROUND:** Public Safety Telecommunicators, also known as Police Dispatchers and 9-1-1 Operators serve as an essential link between police officers and the public. Each year, the second full week of April is dedicated to the men and women who serve as Public Safety Telecommunicators. This week honors the thousands of men and women who receive emergency calls, dispatch emergency personnel promptly, keep citizens calm and assured in emergencies and provide guidance and support in the most panicked and frantic moments.

The City Council is pleased to recognize the ten Police Dispatchers that serve in this role for the South Gate Police Department. These hard-working individuals handle calls 24 hours a day, answering over 41,200 calls in 2018. The City Council also encourages citizens to recognize that although the following employees are not as visible as those that arrive at the scene of emergencies, their valuable contributions are just as important:

- |                     |                    |
|---------------------|--------------------|
| Celeste Chavez      | Elizabeth Lazo     |
| Mayra Jimenez       | Johanna Plascencia |
| Lisa Bautista       | Helenda Tan        |
| Noemi Camacho       | Sienna Otero       |
| Elizabeth Rodriguez | Maria Lozada       |

**ATTACHMENT:** Proclamation

# City of South Gate



From the Honorable  
**Mayor**

## PROCLAMATION

### National Public Safety Telecommunicator's Week

April 14 - 20, 2019

**WHEREAS** emergencies can occur at any time that require police, fire or emergency medical services; and

**WHEREAS** when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

**WHEREAS** the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the South Gate Police Department communications center; and

**WHEREAS** Public Safety Dispatchers are the first and most critical contact our citizens have with emergency services; and

**WHEREAS** Public Safety Dispatchers are the single vital link for our police officers by monitoring their activities by radio, providing them information and insuring their safety; and

**WHEREAS** Public Safety Dispatchers of the South Gate Police Department have contributed substantially to the apprehension of criminals; and

**WHEREAS** each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

**NOW, THEREFORE**, be it proclaimed on this 23<sup>rd</sup> day of April 2019, that I, **Jorge Morales, Mayor of the City of South Gate**, on behalf of the City Council and the citizens of South Gate do hereby declare the week of April 14 through 20, 2019, as "National Public Safety Telecommunicator's Week" in South Gate, in honor of those whose diligence and professionalism keep our city and citizens safe.

15/  
\_\_\_\_\_  
Mayor Jorge Morales

RECEIVED

Item No. 2

APR - 2 2019

# City of South Gate



CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

CITY COUNCIL

8:05am

# AGENDA BILL

For the Regular Meeting of: April 23, 2019  
Originating Department: Parks & Recreation

Department Director:  City Manager:   
*Paul L. Adams* *Michael Flad*

---

**SUBJECT: PROCLAMATION DECLARING MAY AS OLDER AMERICANS MONTH**

**PURPOSE:** To recognize May as Older Americans Month acknowledging the many contributions of the community's senior population and to designate and recognize Toni Martinez as this year's honoree.

**RECOMMENDED ACTION:** Mayor Jorge Morales will issue a Proclamation declaring the month of May as Older Americans Month and will present it to Toni Martinez, this year's honoree.

**FISCAL IMPACT:** None.

**ANALYSIS:** None.

**BACKGROUND:** In keeping with the tradition of recognizing and celebrating senior citizens and their contributions, Mayor Morales will issue a Proclamation declaring May as Older Americans Month recognizing and honoring senior citizens for their efforts to support and enhance the quality of life for all residents through their tireless and continuous volunteer support of schools, recreation programs, churches, libraries, service clubs and other organizations.

The Los Angeles County Commission on Aging will host the 54<sup>th</sup> Annual Older Americans Recognition Day Awards Luncheon honoring senior citizens for their contributions to the community. This year, the City is pleased to nominate Toni Martinez as the City's representative for her contributions and dedication to the community and her role as an active and vital senior citizen. Toni has a long history of volunteer service to South Gate and has proudly served the City as the 2017 Azalea Queen.

**ATTACHMENT:** Proclamation.

# City of South Gate



From the Honorable  
**Mayor**

---

## P R O C L A M A T I O N

---

*Declaring*

### **The month of May as Older Americans Month**

**WHEREAS,** May is traditionally Older Americans Month, a time to celebrate and recognize the important contributions of Older Americans and the network of services that support them; and

**WHEREAS,** our population of senior citizens continues to grow, our nation remains dedicated to fulfilling our promises to these valuable members of our society; and

**WHEREAS,** Older Americans have contributed many years of service in their communities through volunteer programs; and

**WHEREAS,** during this month, we honor our seniors and thank them for the lessons they teach us and the strong values they instill in families and communities; and

**WHEREAS,** each year in May, all of the cities in Los Angeles County officially recognize one of their seniors to draw attention to the accomplishments and contributions of the selected senior as well as all seniors throughout their community;

**NOW, THEREFORE,** be it proclaimed on this 23<sup>rd</sup> day of April 2019, that I, **Jorge Morales, Mayor of the City of South Gate**, on behalf of the City Council and citizens, do hereby declare May as Older Americans Month and encourage residents to honor these Older Americans who have given of their time and talents to improve the quality of life for all.

15/

---

Mayor Jorge Morales

RECEIVED

APR 16 2019

City of South Gate  
CITY COUNCIL

Item No. 3

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

1:00pm

AGENDA BILL

For the Regular Meeting of: April 23, 2019  
Originating Department: Administrative Services

Department Director:

  
Jackie Acosta

City Manager:

  
Michael Flad

**SUBJECT: INTRODUCTION OF THE CITY'S NEW AND PROMOTIONAL FULL-TIME EMPLOYEES**

**PURPOSE:** To introduce to the City Council the City's new and promotional full-time employees recently hired or promoted.

**RECOMMENDED ACTION:** Allow staff to introduce the new and promotional full-time employees hired or promoted between January 1, 2019 and March 31, 2019.

**FISCAL IMPACT:** None

**ANALYSIS:** None

**BACKGROUND:** Following is a list of new and promotional full-time city employees who were hired or promoted between January 1, 2019 and March 31, 2019:

Employee	Title	Department	Division	Original Hire Date	Promotion Date
Keantae Wilkerson	Street Maintenance Worker	Public Works	Street Maintenance	03/29/11	01/06/19
Orlando Ochoa	Street Maintenance Worker	Public Works	Street Maintenance	02/26/12	01/20/19
Lorenzo Camargo	Engineering Technician	Public Works	Engineering	02/19/19	
Justin Ferneau	Recreation Specialist	Parks & Recreation	Sports & Aquatics	03/17/19	
James Zaragosa	Police Officer	Police	Patrol	06/04/18	01/14/19
Mohammed Jibawi	Police Officer	Police	Patrol	09/12/16	03/18/19
Nelson Rosales	Civilian Custody Officer	Police	Patrol	03/27/19	
Lorena Gutierrez	Police Dispatcher	Police	Services	10/06/16	03/31/19

**ATTACHMENTS:** None

RECEIVED

City of South Gate

Item No. 4

CITY COUNCIL

APR 18 2019

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

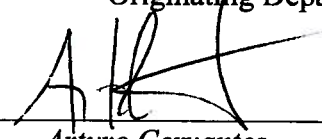
9:00am

AGENDA BILL

For the Regular Meeting of: April 23, 2019

Originating Department: Public Works

Department Director:



Arturo Cervantes

City Manager:



Michael Flad

**SUBJECT: ORDINANCE AMENDING SECTIONS 1.02.040, 1.02.050, AND 1.02.060 OF THE SOUTH GATE MUNICIPAL CODE REGARDING USE OF THE CITY SEAL**

**PURPOSE:** This item was continued from the City Council Meeting of January 22, 2019. The Municipal Code regulates the use of the City Seal, and some of its provisions are challenging to apply in today's fast paced environment. To streamline the process, amendments to the Municipal Code are proposed to transfer approval authority to the City Manager, as well as to eliminate the permit process and fees.

**RECOMMENDED ACTION:** Open the public hearing, take public testimony concerning the proposed Ordinance amending certain Sections of the South Gate Municipal Code regarding the use of the City Seal, and continue the Public Hearing to the regularly scheduled City Council Meeting of May 28, 2019.

**FISCAL IMPACT:** None; however, if the proposed Ordinance is amended, the requirement for permit fees for the use of the City seal will be removed from the Municipal Code. The fiscal impact is anticipated to be negligible.

**ANALYSIS:** The Municipal Code has certain requirements for the use of the City Seal that do not meet today's needs for efficiency. The City is growing in a dynamic and fast-paced environment where efficiency must be prioritized to maximize opportunity. Advancements in technology have added to the pace of doing business, and enhancing efficiency continues to be a priority.

For certain uses, the Municipal Code requires a lengthy approval process to authorize the use of the City Seal. That process includes conducting a public hearing, City Council approval by majority vote, a permit and permit fees. These provisions were adopted in 2004, when the need for direct City Council oversight was of higher priority. Priorities have since changed and staff is recommending respective changes.

By approving the proposed amendments, the process will be streamlined by eliminating the requirement for a permit and by giving the City Manager the authority to approve certain uses of the City Seal that currently require City Council approval.

**BACKGROUND:** Chapter 1.02 (City Seal) of the Municipal Code establishes the procedures for the use of the City Seal. Amendments are recommended to streamline the approval process.

For the purposes of the agenda bill, the approval process for the use of the City Seal is summarized in three categories:

1. **Prohibited Uses** – Prohibited uses of the City Seal are specified in "Section 1.02.040 Prohibited Uses of City Seal." The code indicates that, no person may use the City Seal or City Stationary for any purposes, and no person shall place the City Seal on any written or printed material for private purpose, other than those set forth in Section 1.02.050, unless specifically authorized by a majority of the members of the City Council, except in cases involving city sponsored events.
2. **Authorized Uses** – Eight authorized uses of the seal are specified in "Section 1.02.050 Authorized Uses of City Seal." Examples include printed materials for official City business, city promotional materials, and the use by elected City officials on items such a shirts and coffee mugs. Two out of the eight authorized uses require approval of the City Council.
3. **Uses Requiring Approval of the City Council** - Anyone seeking approval pursuant to provision "A" and "E" of Section 1.20.050 must abide with "Section 1.02.060 Specially Permitted Uses of City Seal." This section has an approval process that includes a public hearing, City Council approval by majority vote, a permit and fees. Provisions "A" and "E" are outlined below.
  - A. Use of seal on city stationery or other written or printed materials containing the printed names of the mayor, vice mayor, or members of the city council when specifically authorized by a majority of the members of the City Council.
  - E. Use of the city seal, or any copy, facsimile, reproduction, or imitation thereof, on written or printed material in support of or in opposition to any state or federal legislation or statewide referendum, initiative or other ballot measure, when specifically authorized by a majority of the members of the City Council.

The requirements for the two uses of concern present primary disadvantages as they create a lengthy approval process that is time consuming for both the applicant and the City. For example, the issuance of the permits is approximately a two to three week process, and sometimes longer, due to requirements of the Municipal Code and State law regarding advance publication of notices of public hearings.

Staff recommends that the City Council introduce and adopt the proposed Ordinance, amending certain Subsections to Sections 1.02.040, 1.02.050 and 1.02.060 of the Municipal Code to eliminate the permit process, along with the public hearing requirement and respective fees, and transfer approval issuing authority relative to the City Seal from the City Council to the City Manager.

- ATTACHMENTS:**
- A. Proposed Ordinance
  - B. Notice of Public Hearing

AM:lc



ORDINANCE NO. \_\_\_\_\_

CITY OF SOUTH GATE  
LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, AMENDING CERTAIN SUBSECTIONS OF SECTIONS 1.02.040 (PROHIBITED USES OF CITY SEAL), 1.02.050 (AUTHORIZED USES OF CITY SEAL), AND 1.02.060 (SPECIALLY PERMITTED USES OF THE CITY SEAL), OF CHAPTER 1.02 (CITY SEAL), OF TITLE 1 (ADMINISTRATION AND PERSONNEL), OF THE SOUTH GATE MUNICIPAL CODE REGARDING USE OF THE CITY SEAL

WHEREAS, Chapter 1.02 (City Seal) of the South Gate Municipal Code requires a public hearing, fees and approval by the South Gate City Council (City Council) for certain uses of the City Seal; and

WHEREAS, the City Council has determined that it would be more efficient and more beneficial to the City for those approval rights to be exercised by the City Manager without a public hearing; and

WHEREAS, the City Council has determined that it would be more efficient to the City for the permitting process and fees to be removed; and

WHEREAS, the City Council desires to amend certain Subsections of Chapter 1.02 (City Seal) of the South Gate Municipal Code to delete the public hearing and permitting fees requirement and bestow approval rights upon the City Manager; and

WHEREAS, the City Council held a duly noticed public hearing on December 11, 2018, January 22, 2019 and April 23, 2019 to take public testimony concerning this matter;

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

**SECTION 1.** Subsections A, B, and C of Section 1.20.040 (Prohibited Uses of City Seal), of Chapter 1.20 (City Seal), of Title 1 (Administration and Personnel), of the South Gate Municipal Code are hereby amended to read as follows:

**1.20.040 Prohibited Uses of City Seal.**

A. No person may use, or authorize the use of, the city seal for any purposes other than those set forth in Section 1.02.050, unless specifically authorized by a majority of the members of the city council, except in cases involving city sponsored events, in which case the city manager through the ~~permit~~ approval process set forth in Section 1.02.060 of this chapter, is authorized to grant use of the city seal.

B. No person may use, or authorize the use of, city stationery bearing the city seal for any purposes other than those set forth in Section 1.02.050, unless specifically authorized by a majority of the members of the city council, except in cases involving city sponsored events, in which case the city manager through the permit approval process set forth in Section 1.02.060 of this chapter, is authorized to grant use of the city seal.

C. No person shall place the city seal, or any copy, facsimile, reproduction, or imitation thereof, on any written or printed material, for any promotional, commercial, business, or private purpose, other than those purposes specified in Section 1.02.050, unless specifically authorized by a majority of the members of the city council, except in cases involving city sponsored events, in which case the city manager through the permit approval process set forth in Section 1.02.060 of this chapter, is authorized to grant use of the city seal.

**SECTION 2.** Subsections A and E of Section 1.20.050 (Authorized Uses of City Seal), of Chapter 1.20 (City Seal), of Title 1 (Administration and Personnel), of the South Gate Municipal Code are hereby amended to read as follows:

**1.20.050 Authorized Uses of City Seal.**

A. Use of city stationery or other written or printed materials containing the printed names of the mayor, vice mayor, or members of the city council when specifically authorized by ~~a majority of the members of the city council~~ the city manager.

E. Use of the city seal, or any copy, facsimile, reproduction, or imitation thereof, on written or printed material in support of or in opposition to any state or federal legislation or statewide referendum, initiative or other ballot measure, when specifically authorized by ~~a majority of the members of the city council~~ the city manager.

**SECTION 3.** Subsection B of Section 1.20.060 (Specially Permitted Uses of the City Seal), of Chapter 1.20 (City Seal), of Title 1 (Administration and Personnel), of the South Gate Municipal Code is hereby amended to read as follows:

**1.20.060 Specially Permitted Uses of City Seal.**

B. A complete request will thereafter be ~~scheduled for public hearing before the city council~~ delivered to the city manager. If the use of the city seal is approved by the city council manager, ~~a permit approval will be issued in writing by the city clerk's office which and shall be valid for one year, or for the time period specified in the written approval, from the date of issuance. The person or organization must reapply for any subsequent renewal. The requirements for this permit approval include payment by the applicant of a permit fee, the amount of which shall be have been previously determined by the city council by resolution (or, if no such resolution has been passed, the amount of which shall be determined by the city manager in his reasonable discretion),~~ a diagram of the text or design displaying the city seal, and written acknowledgment from the applicant that said permit approval shall not entitle applicant to any power or authority to

legally bind the city, to incur any debt, obligation or liability on behalf of the city, or to make any representation on behalf of the city.

**SECTION 4.** If any section, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 5.** This Ordinance shall take effect on the thirty-first (31<sup>st</sup>) day after its adoption.

**SECTION 6.** 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 \_\_\_\_ day of \_\_\_\_, 2019.

**CITY OF SOUTH GATE:**

\_\_\_\_\_  
Jorge Morales, Mayor

**ATTEST:**

\_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

**DRAFT**  
\_\_\_\_\_  
Raul F. Salinas, City Attorney

NOV 21 2018

FILED

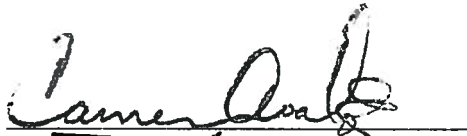
**CITY OF SOUTH GATE**  
**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City Council of South Gate, California will conduct a Public Hearing for the purpose of introducing an Ordinance modifying Sections 1.02.040, 1.02.050 and 1.02.060 "Authorized Uses of City Seal" of the South Gate Municipal Code. A copy of the Ordinance may be reviewed in the City Clerk's office during normal business hours.

DATE: December 11, 2018  
TIME: 6:30 p.m.  
LOCATION: COUNCIL CHAMBERS  
SOUTH GATE CITY HALL  
8650 CALIFORNIA AVENUE  
SOUTH GATE, CA 90280

NOTICE IS HEREBY GIVEN that any and all persons interested in the matter herein above set forth are privileged to attend said hearing and then and there testify or present evidence upon any matter relating thereto.

THIS NOTICE IS GIVEN by order of the City Clerk of said City and is dated November 21, 2018.

  
Carmen Avalos, City Clerk

Publication Date: November 29, 2018

Account Number: 100-701-31-6302

RECEIVED

APR 18 2019

City of South Gate  
CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

8:40am

AGENDA BILL

For the Regular Meeting of: April 23, 2019  
Originating Department: Community Development

Department Director: Joe Perez  
Joe Perez

City Manager: Michael Flad  
Michael Flad

**SUBJECT: DISPOSITION AND DEVELOPMENT AGREEMENT WITH ASÍ REAL ESTATE INVESTMENTS, LLC, FOR CITY OWNED PROPERTY LOCATED AT 5821 FIRESTONE BOULEVARD**

**PURPOSE:** To approve a Disposition and Development Agreement (DDA) with ASÍ Real Estate Investments, LLC (“Developer”) for the acquisition and development of City-owned property located at 5821 Firestone Boulevard, identified as APN 6232-004-907 (“the Site”).

- RECOMMENDED ACTIONS:** Following the conclusion of the Public Hearing:
- a. Accept the determination that this project is Categorically Exempt under Class 32 (In-Fill Projects) Section 15332 of the California Environmental Quality Act; and
  - b. Adopt Resolution approving the Disposition and Development Agreement with ASÍ Real Estate Investments, LLC for the sale of City-owned property located at 5821 Firestone Boulevard and authorize the Mayor to execute said Agreement in a form acceptable to the City Attorney.

**FISCAL IMPACT:** Approval of the proposed sale will generate \$1,540,000 in one-time general fund revenue, and undetermined amount of on-going property and sales tax revenue following completion of the proposed project.

**PUBLIC NOTIFICATION:** Advertising and notification of the public hearing for this item was conducted in compliance with Chapter 11.50, Title 11 of the South Gate Municipal Code. Notice of the hearing was published in the Los Angeles Wave newspaper on April 12, 2019 (Attachment E). In addition, notices were mailed to property owners and addresses located within 1,000 feet of the the proposed project area and property.

**ALIGNMENT WITH COUNCIL GOALS:** This proposed DDA meets the City Council’s goal of encouraging economic development by establishing a development with an accomplished developer to develop a project on City-owned property that enhances the quality of life of residents, provides employment opportunities and increases property and sales tax revenue.

**ENVIRONMENTAL EVALUATION:** This project is Categorically Exempt under Class 32 (In-Fill Projects) Section 15332 of the California Environmental Quality Act. Class 32 consists of projects characterized as in-fill development meeting the conditions described in this section. The Project is consistent with the applicable General Plan designation and all applicable General Plan policies as well as

with applicable zoning designation and regulations. The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses. The Project site has no value as habitat for endangered, rare or threatened species. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

**ANALYSIS:** Acquired by the former South Gate Community Development Commission (Redevelopment Agency) in 1994 to provide public parking, the Site is located within the South Gate Towne Shopping Center on the north side of Firestone Boulevard, just east of Garfield Avenue. The 20,125 square foot property was transferred to the City of South Gate after redevelopment agencies were dissolved by the State of California in 2012. The Site is currently improved as surface parking lot utilized by patrons of surrounding businesses within the shopping center, including Denny's Restaurant to the west and El Compa Restaurant to the east.

The Site is within the Regional Commercial Zone with a residential/mixed-use overlay. This Zone supports retail and service commercial uses as well as residential as part of mixed-use projects. The General Plan designation for the Site is El Paseo/South Gate Towne Center (Sub Area 1), which calls for uses such as retail/service, restaurant, office, entertainment, multi-family residential, and plazas/open space. The Site does not generate any income for the City and was appraised at a value of \$1,540,000.

#### Disposition and Developemnt Agreement

The proposed DDA, between the City of South Gate and ASÍ Real Estate Investments, LLC (Developer) for the redevelopment of the City owned parcel located at 5821 Firestone Boulevard establishes mutual covenants and promises between both parties. The Developer desires to redevelop the Site with a single tenant or multi-tenant building for restaurant and/or retail services. The project will consist of up to approximately 3,500 square feet in of retail/restaurant space and in compliance with Reciprocal Easement Agreements recorded as Document Nos. 86-1044843, 86-1044845, and 86-1044846. Tenants may include restaurants such as, Raising Cane's Chicken Fingers, The Coffee Bean & Tea Leaf, Moe's Southwest Grill, Farmer Boys, Dunkin Donuts, Noah's Bagels, and Jimmy Johns.

Provided below are key terms of the DDA:

- Agreement is with the City of South Gate and ASÍ Real Estate Investments, LLC in "conjunction with Arturo Sneider from Primestor Development, who will guarantee the required construction covenants."
- City agrees to sell to Developer all City's rights, title and interests in and to the Site upon the terms and conditions set forth in Agreement.
- City will not be providing financial assistance to Developer in connection with Developer's acquisition of the Site or development of the Project.
- Developer shall be responsible for all construction and development costs to construct and/or hire to construct the Project on the Site.
- Developer will provide all required landscaping and on-site improvements in accordance with applicable City regulations and standards.
- The City will sell the property for the fair market value of \$1,540,000.
- Close Escrow by September 30, 2019.
- Begin construction of the Project within ninety 90 days after close of escrow.
- Completion of project shall be no later than one year after close of escrow.

The Project will provide a dining and/or retail development along the Firestone corridor, increase retail sales tax revenues, and create jobs.

#### Development Plan and Submittals

Following approval of the DDA, Project approval is subject to multiple submissions to City staff, and City Council review and approval. Developer shall submit the following materials to City staff:

- *Updated Proforma*- A detailed proforma tailored to the Project as contemplated in the Project Development Concept subject to the reasonable, prior written approval of the City Manager.
- *Updated Site Plan with Architectural Design and Parking Proposals*- A reasonably detailed Site Plan and development details for the elected Project Development Concept, along with a plan for ensuring compliance with City parking standards.
- *Updated Schedule of Performance*- Any final revisions to the proposed Project Schedule of Performance.

#### Material for City Council Approval

Upon submission of the Development Plan to the City Planning Division, the following materials will be presented to the City Council for review at a regularly-scheduled City Council meeting within 30 days:

- *The Updated Site Plan*- City Council approval will include (a) the proposed architectural design scheme; and (b) Developer's parking proposal.
- *Updated Schedule of Performance*- Any proposed revisions to the proposed Project Schedule of Performance.

The City Council will decide whether to approve, disapprove, or approve with further conditions, the Developer's ability to proceed with the Project Development Concept elected. Once Developer is authorized by the City Council to proceed with the Project Development Concept, then Developer shall submit to the City final drawings and specifications for development of the Site.

**BACKGROUND:** After the dissolution of redevelopment agencies in 2012, the Site was included in the State-required Long Range Property Management Plan (LRPMP). The South Gate 2015 LRPMP, which listed the Site as being transferred to the City of South Gate, was approved by the California Department of Finance.

On April 2018, the City approved an Exclusive Negotiation Agreement (ENA) with Primestor Development Inc., (Primestor), the developer of the successful 32-acre azalea Regional Shopping Center located at 8653 Atlantic Avenue, who expressed interest in acquiring and developing the Site. The ENA established a time period during which Primestor would have the exclusive right to negotiate the terms for the purchase and development of the Site. During the ENA period, Primestor conducted due diligence regarding the Site and analyzed the feasibility of developing the Site for a retail/restaurant use in accordance with the City's vision for the Site. The specific use(s), design elements and size of the proposed development were determined by the research, discussions and reports that occurred during the exclusive negotiating period. The ENA allowed a commitment by both parties to negotiate in good faith towards the approval of a DDA.

The proposed developer for this project is ASÍ Real Estate Investments, an Arizona limited liability company, in conjunction with Arturo Sneider from Primestor, who has guaranteed the required Construction Covenants. The Developer (i) is duly qualified to do business in good standing under the laws of the State of California, (ii) has taken all requisite action and obtained all requisite consents in connection with

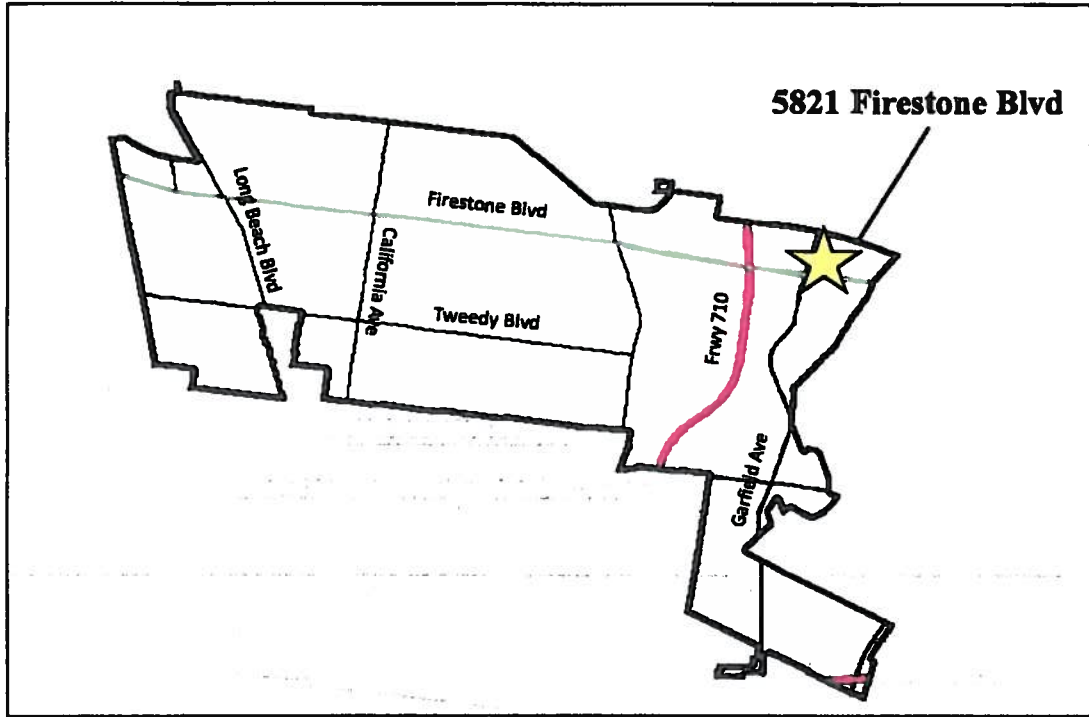
Developer entering into this Agreement, and (iii) has all requisite power and authority to carry out Developer's business as now and whenever conducted and to enter into and perform Developer's obligations under this Agreement.

**ATTACHMENTS:**

- A. Location Map and Aerial
- B. Proposed Resolution (with proposed Disposition and Development Agreement, Preliminary Site Plan, and Concepts)
- C. Preliminary Elevations
- D. Public Hearing Notice



Attachment A  
Location Map and Aerial



**RESOLUTION NO. \_\_\_\_**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, APPROVING THE DISPOSITION AND DEVELOPMENT AGREEMENT WITH ASÍ REAL ESTATE INVESTMENTS, LLC FOR THE SALE OF CITY-OWNED PROPERTY LOCATED AT 5821 FIRESTONE BOULEVARD AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT IN A FORM ACCEPTABLE TO THE CITY ATTORNEY**

**WHEREAS**, the City of South Gate is authorized and empowered by law to enter into agreements for the acquisition, development and disposition of real property; and

**WHEREAS**, the City of South Gate previously acquired that certain real property consisting of approximately 20,037 square feet located at 5821 Firestone Boulevard (the "Site") from the former Community Development Commission of the City of South Gate (successor-in-interest to the Redevelopment Agency of the City of South Gate) ("Former Agency") following the passage of California Assembly Bill x1 26 which added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code (the "H&SC") and caused the dissolution of all redevelopment agencies in the State of California and wind down of the affairs of the former agencies, including as such laws were amended by Assembly Bill 1484 and by other subsequent legislation (together, as amended, the "Dissolution Law"); and

**WHEREAS**, pursuant to the Dissolution Law, the Successor Agency to the Community Development Commission of the City of South Gate ("Successor Agency") was required to prepare a "long-range property management plan" (the "LRPMP") addressing the future disposition and use of all real properties of the Former Agency no later than six months following the California Department of Finance's issuance to the Successor Agency of a finding of completion under Section 34179.7 of the H&SC; and

**WHEREAS**, the Site was included in the State-required LRPMP for the City of South Gate and, in the South Gate 2015 LRPMP, the Site was listed as being transferred to the City of South Gate which was approved by the California Department of Finance; and

**WHEREAS**, the Site is located within the South Gate Towne Shopping Center, is currently improved as a surface parking lot utilized by patrons of surrounding businesses within the shopping center, including Denny's Restaurant to the west of the Site, but does not generate any income for the City of South Gate; and

**WHEREAS**, the Site is within the Regional Commercial Zone with a residential/mixed use overlay, which zone supports retail and service commercial uses as well as residential as part of mixed use projects, and the General Plan designation for the Site is El Paseo/South Gate Towne Center (Sub Area 1), which call for uses such as retail/service, restaurant, office, entertainment, multi-family residential, and plaza/open space; and

**WHEREAS**, on April 24, 2018, the City Council of the City of South Gate approved an Exclusive Negotiation Agreement (the "ENA") with Primestor Development, Inc. ("Primestor"), the developer of the successful 32-acre azalea Regional Shopping Center located at 8653 Atlantic Avenue, to enter into a one-year period for exclusive negotiations for the potential acquisition and redevelopment of the Site for retail/restaurant uses; and

**WHEREAS**, in furtherance of the ENA, City staff has negotiated the terms of a Disposition and Development Agreement (the "DDA") with ASÍ Real Estate Investments, LLC, an Arizona limited liability company, or its duly approved assignee ("Developer"), in conjunction with Primestor's Chief Executive Officer, Arturo Sneider, for the sale, purchase and redevelopment of the Site, a copy of which DDA is attached to this Resolution as Exhibit "A"; and

**WHEREAS**, the DDA would provide, among other things, for the City of South Gate to sell the Site to Developer in its present "as is" condition for a purchase price of \$1,540,000, which is the fair market value of the Site as determined by an appraisal, with the proceeds of sale to be distributed to the taxing entities under Section 34191.5(c)(2)(B) of the H&SC; and

**WHEREAS**, Developer desires to redevelop the Site with a single tenant or multi-tenant building for restaurant and/or retail and services, which will be in compliance with all applicable laws and subject to the City of South Gate's discretionary approval of all plans and specifications in accordance with City ordinances and regulations including zoning regulations (the "Project"), it being the intent of Developer and the City of South Gate that the Project will provide a dining and/or retail development along the Firestone Boulevard corridor which would enhance the quality of life of residents, provide employment opportunities and increase retail sale tax revenue; and

**WHEREAS**, the sale of the Site is in the best interests of the City of South Gate and the health, safety and welfare of its residents; and in accordance with the goals, objectives and public purposes and provisions of applicable state and local laws and requirements; and

**WHEREAS**, Developer acknowledges that the City of South Gate will not be providing financial assistance to Developer in connection with Developer's acquisition of the Site or development of the Project; provided, however, the City of South Gate, at no cost to the City of South Gate, agrees to reasonably cooperate and assist Developer in its efforts to secure other public sources of funding (including subsidies), if any; and

**WHEREAS**, the City of South Gate published notice of the proposed DDA and held a public hearing on April 23, 2019, in accordance with Section 33431 of the H&SC and, following the public hearing, the City of South Gate considered and by this Resolution desires to approve the DDA;

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

**SECTION 1.** The foregoing recitals are true and correct and constitute a substantive part of this Resolution.

**SECTION 2.** The City Council hereby approves the terms and conditions of the DDA for the sale of the Site to Developer in substantially the form attached hereto as Attachment 1, which is fully incorporated by this reference.

**SECTION 3.** The City Council hereby authorizes the Mayor to execute the DDA in a form acceptable to the City Attorney and is further authorized to take such actions as may be necessary or appropriate to implement the DDA, including executing a grant deed and such other instruments, certificates and agreements, and taking such other appropriate actions to perform the obligations and exercise the rights of the City of South Gate under the DDA. A copy of the DDA when fully executed and approved shall be placed on file in the office of the City Clerk.

**SECTION 4.** This Project is within a Class 32 “Infill” Categorical Exemption pursuant to California Environmental Quality Act Guideline Section 15332. A Class 32 Exemption exempts certain in-fill development meeting the conditions described in the section. The Project qualifies for a Class 32 Exemption because of the following conditions: (a) the Project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; (b) the Project occurs within city limits on a site of no more than five acres substantially surrounded by urban uses; (c) the Project’s site has no value as habitat for endangered, rare or threatened species; (d) approval of the Project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (e) the site can be adequately served by all required utilities and public services.

**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 23rd day of April 2019.**

**CITY OF SOUTH GATE:**

\_\_\_\_\_  
Jorge Morales, Mayor

**ATTEST:**

\_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

**DRAFT**  
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Raul F. Salinas, City Attorney

**EXHIBIT "A"**

**DISPOSITION AND DEVELOPMENT AGREEMENT**

[to be attached]

## DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT is entered into as of April 23, 2019 by and between the CITY OF SOUTH GATE, a California municipal corporation (“City”), and ASÍ Real Estate Investments, LLC, an Arizona limited liability company, or its duly-approved assignee (“Developer”). For and in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

### R E C I T A L S

A. The subject matter of this Agreement concerns real property parcels shown and described in Exhibit A, including the following parcel:

1. *City Parcel.* One parcel of real property owned by the City of South Gate (“City”) improved as parking lot located at 5821 Firestone Boulevard, APN 6232-004-907 in the City of South Gate, County of Los Angeles, State of California, which one City Parcel totals approximately 20,037 square feet and is legally described in **Exhibit A** hereto;
2. [Intentionally Omitted.]

B. The City is the owner in fee of the City Parcel, which parcel is the subject of conveyance under this Agreement. The City Parcel is referred to herein as the “Site,” which Site is comprised of approximately 0.46 acres of land area.

C. Developer desires to redevelop the Site with a single tenant or multi-tenant building for restaurant and/or retail and services, which will be in compliance with all applicable laws and subject to City’s discretionary approval of all plans and specifications in accordance with the City ordinances and regulations including zoning regulations (“Project”). In addition to the parking requirements for the Project, if Developer and City elect to proceed with the Project as provided in this Agreement, Developer will provide all required landscaping and on-site improvements in accordance with applicable City regulations and standards:

1. “Project Development Concept”: If Developer acquires the Site, then the Project shall be as described and depicted in the site plan depicted in **Exhibit B** hereto and consisting of up to approximately 3,500 square feet in of retail/restaurant space and in compliance with Reciprocal Easement Agreements recorded as Document Nos. 86-1044843, 86-1044845, and 86-1044846; and such other covenants, conditions and restrictions and other encumbrances and title exceptions approved by Developer under Section 405 below;

D. City and Developer desire to enter into this Agreement to accomplish the sale of the Site to Developer and development of the Project pursuant to this Agreement, and the fulfillment generally of this Agreement are in the best interests of the City of South Gate and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

E. The fair market value of the Site was appraised at One Million Five Hundred and Forty Thousand Dollars (\$1,540,000) on February 5, 2018 Developer's "Purchase Price" for the Site shall be One Million Five Hundred and Forty Thousand Dollars (\$1,540,000). Developer shall purchase all City's right, title and interests to the Site upon satisfaction of all Developer conditions to Closing and deposit of the Purchase Price into Escrow. City shall provide Developer with appropriate information and assistance for Developer's acquisition of the Site all in keeping with the appropriate escrow instructions and customary practices.

NOW, THEREFORE, based on the above recitals, which are deemed true and correct and which are incorporated into the terms of this Agreement, and in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

**(§100) PURPOSE OF THE AGREEMENT.**

**A. (§101) Purpose of the Agreement.**

Developer hereby agrees to purchase from City, and City agrees to sell to Developer all City's rights, title and interests in and to the Site upon the terms and conditions hereinafter set forth. This Agreement is intended to effectuate the designated use and development of the Site in accordance with the best interests of the City of South Gate, and the development of the Project thereon (**Exhibit B**). The sale of the Site is (i) in the best interests of the City and the health, safety and welfare of its residents; and (ii) in accordance with the public purposes and provisions of applicable federal, state and local laws.

Through this Agreement, it is the intent of the parties and the City that the Project will: (i) Provide a dining and/or retail development along the Firestone corridor, (ii) Increase retail sales tax revenues and, (iii) Create jobs.

**B. (§102) No City Financial Assistance.**

Developer acknowledges that City will not be providing financial assistance to Developer in connection with Developer's acquisition of the Site or development of the Project; provided, however, City, at no cost to City, agrees to reasonably cooperate and assist Developer in its efforts to secure other public sources of funding, if any (including subsidies).

Except as may otherwise be provided in this Agreement, Developer, at its sole expense, shall be responsible for all construction and development costs to construct and/or hire to construct the Project on the Site, including: grading and site preparation; building construction; site development and infrastructure; design; building permit and development fees; and financing. The Project is more particularly described in the Scope of Development, complete with the Project Development Concept (Exhibit B).

**(§200) DEFINITIONS.**

The following terms as used in this Agreement shall have the meanings given unless expressly provided to the contrary:

**A. (§201) City Parcel Delivery Date.**

The term “City Parcel Delivery Date” shall mean the date on or before the date on which the City Parcel Escrow shall have closed, which shall be no later than September 30, 2019.

**B. (§202) Agreement.**

The term “Agreement” shall mean this entire Disposition and Development Agreement, including all attachments, which attachments are a part hereof and incorporated herein in their entirety, and all other documents incorporated herein by reference.

**C. (§203) Business Interests.**

The term “Business Interests” shall mean any and all business, commercial, manufacturing, retail, or restaurant operations existing upon the Site, whether by fee, tenancy or other right of occupancy, as of the Effective Date hereof.

**D. (§204) City.**

The term “City” shall mean the City of South Gate, a California municipal corporation.

**E. (§205) Site.**

The term “Site” shall mean the parcel of real property owned by the City improved as a parking lot commonly known as 5821 Firestone Boulevard, APN 6232-004-907, in the City of South Gate, County of Los Angeles, State of California, legally described in Exhibit A hereto.

**F. (§206) Closing.**

The term “Closing” shall mean the date of recording of the Grant Deed and the closing of the Escrow by the Escrow Agent’s distribution of the funds and documents received through Escrow to the party entitled thereto as provided herein, which closing shall occur on or before the date established in the Schedule of Performance.

**G. (§ 207) Covenants, CC&Rs, or REAs.**

The term “Covenants,” “CC&Rs,” or “Reciprocal Easement Agreements” shall refer to that certain Regulatory Agreement(s), Declaration of Covenants and Restrictions, or Reciprocal Easement Agreements, pursuant to which Developer agrees to develop and maintain the Project on the Site.

**H. (§208) Days.**

The term “days” shall mean calendar days and the statement of any time period herein shall be calendar days, excluding Saturdays, Sundays and federal and state holidays, and not working days, unless otherwise specified. If the date (“Performance Date”) on which any action is to be taken, any obligation is to be performed, or any notice is to be given under this Agreement falls



on a Friday when South Gate City Hall is closed for business, or on a Saturday, Sunday or federal or state holiday, such Performance Date shall be automatically extended to the next calendar day.

**I. (§209) Effective Date.**

The Effective Date of this Agreement shall occur on the date this Agreement is executed on behalf of the City after public hearing.

**J. (§210) Enforced Delay.**

The term “Enforced Delay” shall mean any delay described in Section 1003 caused without fault and beyond the reasonable control of a party, which delay shall justify an extension of time to perform as provided in Section 1003.

**K. (§211) Escrow.**

The term “Escrow” shall mean the escrow established pursuant to this Agreement for the conveyance of the Site from City to Developer.

**L. (§212) Entitlements.**

The term “Entitlements” shall mean any and all final, non-appealable approvals, authorizations and entitlements relating to land use from governmental authorities with jurisdiction that Developer deems necessary or appropriate in order to develop and improve the Site with the Project, including those necessary to engage in the retail sale at the Site of beer, wine and liquor for on or off-premises consumption.

**M. (§213) Escrow Agent.**

The term “Escrow Agent” shall mean First American Title Insurance Company National Commercial Services, at the address of 777 S. Figueroa St, Suite 400, Los Angeles, CA 90017, with the escrow officer being Maria Martinez who may be contacted at phone (213) 271-1780.

**N. (§214) Grant Deed.**

The term “Grant Deed” shall refer to that certain Grant Deed, which shall be substantially in the form attached hereto as Exhibit C, to effect the conveyance of the Site from City to Developer.

**O. (§215) Permits.**

The term “Permits” shall mean any and all permissions, permits, licenses and other indicia of governmental approvals from governmental authorities, including permits relating to alcoholic beverages.

**P. (§216) Project.**

The term “Project” shall mean all of the improvements to be constructed by Developer on the Site pursuant to this Agreement, including, but not limited to, construction of the building,

glass and concrete work, landscaping, construction of parking areas, and related improvements. The Project is more particularly described in the Scope of Development, attached hereto as **Exhibit B**, which Project is subject to the Project Development Concept:

1. “*Project Development Concept*”: If Developer acquires the Site, then the Project shall be as described and depicted in the site plans at **Exhibit B** hereto and consisting of up to approximately 3,500 square feet of retail/restaurant space subject to the Reciprocal Easement Agreements Recorded as Document Nos. 86-1044843, 86-1044845, and 86-1044846, such other covenants, conditions and restrictions and other encumbrances and title exceptions approved by Developer under Section 405 below;

**Q. (§217) Release of Construction Covenants.**

The term “Release of Construction Covenants” shall mean that document prepared in accordance with Section 714 of this Agreement, which shall evidence that the construction and development of the improvements required by this Agreement has been satisfactorily completed.

**R. (§218) Schedule of Performance.**

The term “Schedule of Performance” shall mean that certain Schedule of Performance attached hereto as Exhibit D.

**S. (§219) Intentionally Omitted.**

**T. (§223) Title.**

The term “Title” shall mean the fee simple interest to the Site conveyed to Developer.

**U. (§220) Title Company.**

The term “Title Company” shall mean First American Title Insurance Company National Commercial Services, with the title officer being Liz Thymius may be contacted at (213)271-1744.

**(§ 300) PARTIES TO THE AGREEMENT.**

**A. (§301) City.**

City is a California municipal corporation. The office of City is located at 8650 California Avenue, South Gate, California 90280. City hereby represents the following to Developer for the purpose of inducing Developer to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof and as of the date of the Closing with respect to the conveyance of Title to Developer:

1. The City has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein to which the City is a party, to consummate the transactions contemplated hereby, to

take any steps or actions contemplated hereby, and to perform its obligations hereunder.

2. All requisite action has been taken by the City and all requisite consents have been obtained in connection with City entering into this Agreement and the instruments and documents referenced herein to which the City is a party, and to the best knowledge of City, comply with all applicable laws, statutes, ordinances, rules and governmental regulations.
3. Reasonable and good faith inquiry has determined that there is no pending or threatened litigation which would prevent the City Parcel from being conveyed in the condition of title required hereunder, or which would prevent the City from performing its duties and obligations hereunder.

**B. (§302) Developer.**

1. **Identification.**

Developer is ASÍ Real Estate Investments, an Arizona limited liability company, or its duly-approved assignee in conjunction with Arturo Sneider from Primestor Development, who will guarantee the required Construction Covenants. The principal office of Developer for the purposes of this Agreement is located at 201 South Figueroa Street, Suite 300, Los Angeles, California 90012. Developer hereby warrants and represents to City for the purpose of inducing City to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof and as of the date of the Closing, that Developer (i) is duly qualified to do business in good standing under the laws of the State of California, (ii) has taken all requisite action and obtained all requisite consents in connection with Developer entering into this Agreement, and (iii) has all requisite power and authority to carry out Developer's business as now and whenever conducted and to enter into and perform Developer's obligations under this Agreement.

Except as may be expressly provided herein, all of the terms, covenants and conditions of this Agreement shall be binding on, and shall inure to the benefit of Developer, and the permitted successors, assigns and nominees of Developer. Wherever the term "Developer" is used herein, such term shall include any of its permitted successors and assigns, as herein provided.

2. **Qualifications.**

Subject to the provisions of Section 303, the qualifications and identity of Developer are of particular concern to City, and it is because of such qualifications and identity that City has entered into this Agreement with Developer. City has considered the Site location and characteristics, the public costs of transferring the City Parcels for development of the Site and return on investment, and the kinds of uses necessary to produce a successful commercial project of the type desired by City. Based upon these considerations, City has imposed those restrictions on transfer set forth in this Agreement.

**C. (§ 303) Restrictions on Transfer.**

**1. Transfer Defined.**

As used in this section, the term “transfer” shall include any assignment, hypothecation, mortgage, pledge, conveyance, or encumbrance of this Agreement or the Site. A transfer shall also include the transfer to any person or group of persons acting in concert of more than forty-nine percent (49%) of the present ownership and/or control of Developer in the aggregate taking all transfers into account on a cumulative basis. In the event Developer or its successor is a corporation, limited liability company, or trust, such transfer shall refer to the transfer of the issued and outstanding capital stock of Developer, or of membership interests or of beneficial interests of such trust, as applicable; in the event that Developer is a limited or general partnership, such transfer shall refer to the transfer of more than twenty-five percent (25%) of the limited or general partnership interest; in the event that Developer is a joint venture, such transfer shall refer to the transfer of more than forty-nine percent (49%) of the ownership and/or control of any such joint venture partner, taking all transfers into account on a cumulative basis.

This prohibition shall not be deemed to prevent the granting of temporary or permanent easements or Permits to facilitate the development of the Site. In the event of a transfer as a result of or in connection with the judicial or non-judicial foreclosure, consensual sale (such as a deed in lieu of foreclosure) or transfer arising from or relating to a holder of a mortgage loan or deed of trust exercising its remedies under such lien (provided that the same was permitted under this Agreement), City shall not have any right to approve or disapprove any transfer, sale or conveyance to any other party or parties acquiring the Site from such holder of a mortgage loan or deed of trust; provided, however that any party or parties acquiring the Site from such holder of a mortgage loan or deed of trust shall assume the rights and obligations and be bound under the terms, conditions and covenants of this Agreement as though they were parties hereto by written agreement in form and substance reasonably satisfactory to City with respect to the Site or any portion thereof in which the holder has an interest.

**2. Restrictions Prior to Completion.**

Prior to issuance of the Release of Construction Covenants and thereafter during the term of the Covenant Agreement, Developer shall not transfer this Agreement or any of Developer’s rights hereunder, or any interest in the Site, directly or indirectly, voluntarily or by operation of law, without the prior written approval of City, which approval will not be unreasonably withheld, conditioned or delayed, and if so purported to be transferred, the same shall be null and void; provided, however, that City agrees to grant its approval to a special purpose entity owned and/or controlled by Developer (or its principals) provided a financially viable party agrees to guarantee completion of the Project. In considering whether City will grant approval to any assignment by Developer of its interest in the Site before the issuance of the Release of Construction Covenants, which assignment requires City approval, City shall consider factors such as (i) whether the completion of the Project is jeopardized; (ii) the financial strength and capability of the proposed assignee to perform Developer’s obligations hereunder; (iii) the proposed assignee’s experience and expertise in the planning, financing, development, ownership, and operation of similar projects; and (iv) how the proposed assignee will have the ability to finance, own, operate and

maintain a high quality manufacturing and retail facility in the City, similar to the Project in terms of reputation and amount of anticipated sales to be generated from the City Parcel.

No attempted assignment or transfer of any of Developer's obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assumption agreement in a form approved by City assuming such obligations. Upon execution and approval of an assumption agreement as provided for herein, the assignor/transferor shall be released and have no further obligations or liability under this Agreement with respect to the interest which is transferred, except to the extent assignor/transferor is in default under the terms of this Agreement prior to said transfer.

**3. Exceptions.**

Notwithstanding any other provision set forth in this Agreement to the contrary, the restrictions on transfer set forth in this Section 303 shall not apply and City approval of a transfer shall not be required in connection with any of the following:

- (a) Developer shall be permitted to finance or refinance Developer's direct and indirect costs to acquire the Site and develop the Project thereon utilizing a deed of trust or other form of conveyance, provided that Developer shall notify City in advance of any such mortgage, deed of trust, or other form of conveyance for financing pertaining to the Site.
- (b) The conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, and/or the granting of easements or Permits to facilitate the development of the Site.
- (c) A sale or transfer of fifty percent (50%) or more of ownership or control interest between members of the same family; or transfers to a trust, testamentary or otherwise, in which the beneficiaries consist solely of members of the trustor's family; or transfers to a corporation or partnership or other legal entity in which the members of the transferor's family have a controlling majority interest of fifty-one percent (51%) or more.
- (d) A conveyance of the Site to any entity which is wholly owned or controlled by Developer, or any entity owned and controlled by any one of its respective members, partners, managers general partners or principals (each a "Developer Affiliate").
- (e) Any transfer as a result of or in connection with the judicial or non-judicial foreclosure, consensual sale (such as a deed in lieu of foreclosure) or transfer arising from or relating to a holder of a mortgage loan or deed of trust exercising its remedies under such lien (provided that the same was permitted under this Agreement), and in the event that such holder of a mortgage loan or deed of trust (or its affiliate) acquires title to the Site, City shall not have any right to approve or disapprove any transfer, sale or conveyance to any other party or parties acquiring the Site from such

holder of a mortgage loan or deed of trust; provided, however that any party or parties acquiring the Site from such holder of a mortgage loan or deed of trust shall assume the rights and obligations and be bound under the terms, conditions and covenants of this Agreement as though they were parties hereto by written agreement in form and substance reasonably satisfactory to City with respect to the Site or any portion thereof in which the holder has an interest

**(§ 400) ACQUISITION AND DISPOSITION OF THE CITY PARCELS.**

**A. (§ 401) Acquisition of City Parcels.**

In accordance with and subject to all the terms, covenants and conditions of this Agreement, City agrees to convey the Site to Developer subject to the terms of the Grant Deed, and Developer agrees to accept the Site pursuant to the terms herein and develop the Project.

**B. (§ 402) Opening of Escrow & Investigation Contingencies.**

Escrow shall be opened within the time period specified in the Schedule of Performance, with the following conditions precedent to the opening of Escrow:

1. Developer shall have elected a Project Development Concept, approved by City, as described in Section 702(3); and
2. Opening of Escrow shall not occur later than the date provided in the Schedule of Performance, and if for any reason Escrow has not opened by that date, then either City or Developer shall have the right to terminate then either City or Developer shall have the right to terminate this Agreement upon giving not less than five (5) days written notice of termination to the other whereupon this Agreement shall expire and terminate as though Escrow terminated pursuant to Section 406.

This Agreement shall constitute the joint escrow instructions of City and Developer, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of Escrow. Escrow Agent is empowered to act under these instructions. City and Developer shall promptly prepare, execute, and deliver to the Escrow Agent such additional escrow instructions consistent with the terms herein as shall be reasonably necessary. No provision of any additional escrow instructions shall modify this document without specific written approval of the modification(s) by both Developer and City.

**C. (§ 403) Conditions to Close of Escrow.**

**1. City's Conditions to Closing.**

City's obligation to convey the Site and to close Escrow hereunder shall be mandatory and irrevocable once all of the following conditions have occurred within the time provided in the Schedule of Performance:

- (a) Developer shall have received all required Entitlements for the Project, including those described in Section 702, and shall have received, or be in a position to pull upon payment of the normal City fees (in the case of its building permit), all required Permits for the Project.
- (b) Developer shall have deposited into Escrow the full Purchase Price for all City Parcel.
- (c) Developer shall have deposited into Escrow its share of the Escrow costs, title and transfer fees as determined by the Escrow Agent.
- (d) Developer shall not have made a transfer in violation of Section 303.
- (e) Developer shall have fully executed the Covenant Agreement and shall be prepared to have same recorded against the Site.
- (f) Developer shall have approved (or waived) in accordance with Section 501 the physical and environmental condition of the Site, to ensure that the Site shall be in substantially the same condition at Closing as at the time Developer approved (or waived) such condition, and shall be free of any material adverse change in condition.
- (g) As of the Closing, Developer shall not be in default hereunder in any of its obligations to City, nor shall there be any event or occurrence which with the passage of time or giving of notice or both would constitute such a default by Developer under this Agreement.

Should City fail to convey title to the Site once each of foregoing conditions set forth in paragraphs (a) through (g), inclusive, have been satisfied, Developer may seek specific performance of this obligation. Any waiver of the foregoing conditions must be express and in writing. In the event that City is not in default and either Developer fails to satisfy City's foregoing conditions or Developer defaults in the performance of its obligations hereunder, City may terminate the Escrow without any liability to either party.

**2. Developer's Conditions to Closing on Site.**

Developer's obligation to accept title to the Site and to Close Escrow hereunder shall, be mandatory and irrevocable once each and all of the following conditions have occurred within the time provided in the Schedule of Performance:

- (a) City shall have deposited into Escrow the Grant Deed.
- (b) Title shall be conveyed subject only to those exceptions to title approved in writing by Developer pursuant to Section 405. The Title Company shall be prepared and committed to issue the Title Policy described in Section 405.

- (c) City shall have deposited into Escrow its share of the Escrow costs, title and transfer fees as determined by the Escrow Agent. At the scheduled date for the Closing, City shall not be in default hereunder, nor shall there be any event or occurrence which with the passage of time or giving of notice or both would constitute such a default by City. City shall indemnify Developer from any disputes or collections arising from any default in payment or reimbursement of the Common Area Maintenance charges as pursuant to Reciprocal Easement Agreement recorded as Document Nos. 86-1044845.
- (d) Developer shall have received all required Entitlements for the Project, including those described in Section 702, and shall have received, or be in a position to pull upon payment of the normal City fees (in the case of its building permit), all required Permits for the Project.
- (e) City shall have deposited into Escrow a certificate (“FIRPTA Certificate”) in such form as may be required by the Internal Revenue Service pursuant to Section 1445 of the Internal Revenue Code.
- (f) City shall have fully executed the Covenant Agreement and shall be prepared to have same recorded against the Site
- (g) Developer shall have approved (or waived) the physical and environmental condition of the Site, to ensure that the Site shall be in substantially the same condition at Closing as at the time Developer approved (or waived) such condition and shall be free of any material adverse change in condition.

Any waiver of the foregoing conditions must be express and in writing. In the event that Developer is not in default and either Developer fails to satisfy Developer’s foregoing conditions or City defaults in the performance of its obligations hereunder, Developer may terminate the Escrow pursuant to Section 406 without any liability to either party.

**D. (§ 404) Conveyance of the Site.**

**1. Time for Conveyance of Site.**

Escrow shall Close after satisfaction (or waiver by the benefited party) of all conditions to the Close of Escrow, but not later than the date specified in the Schedule of Performance, unless extended by the mutual agreement of the parties or any Enforced Delay. Possession of the Site shall be delivered to Developer concurrently with the conveyance of Title to the Site.



**2. Escrow Agent to Advise of Costs.**

On or before the date set in the Schedule of Performance, the Escrow Agent shall advise City and Developer in writing of the fees, charges, and costs necessary to clear title and Close Escrow, and of any documents which have not been provided by said party and which must be deposited in Escrow to permit timely Closing.

**3. Deposits by City and Developer Prior to Closing.**

On or before the business day prior to the date set for Closing in the Schedule of Performance, City shall execute and deliver to the Escrow Agent a certificate ("Taxpayer ID Certificate") in such form as may be required by the IRS pursuant to Section 6045 of the Internal Revenue Code, or the regulations issued pursuant thereto, certifying as to the description of the City Parcel, date of closing, gross price, if any, and taxpayer identification number for Developer and City. Prior to Closing, Developer and City shall cause to be delivered to the Escrow Agent such other items, instruments, and documents, and the parties shall take such further actions, as may be necessary or desirable in order to complete the Closing.

**4. Recordation and Disbursement of Funds.**

Upon the completion by City and Developer of the deliveries and actions specified in these escrow instructions that are necessary for the Closing, the Escrow Agent shall be authorized to buy, affix and cancel any documentary stamps and pay any transfer tax and recording fees, if required by law, and thereafter cause to be recorded in the appropriate records of Los Angeles County, California, the Grant Deed, and any other appropriate instruments delivered through this Escrow, if necessary or proper to, and provided that the Title can, vest in Developer in accordance with the terms and provisions herein. Promptly after Closing, the Escrow Agent shall cause the Title Company to deliver the Title Policy to Developer insuring title and conforming to the requirements of Section 405, and the Escrow Agent shall cause the Title Company to deliver copies of all recorded instruments to Developer and City. In addition, after deducting any sums specified in this Agreement, the Escrow Agent shall disburse funds to the party entitled thereto.

**E. (§ 405) Title Matters.**

**1. Condition of Title.**

At the Closing, City shall convey to Developer Title to the Site , subject only to: (i) the South Gate Development Plan (if still shown as an encumbrance on title), this Agreement, and the Grant Deed; (ii) current taxes, a lien not yet payable; (iii) Reciprocal Easement Agreements Recorded as Document Nos. 86-1044843, 86-1044845, and 86-1044846; and (iv) such other covenants, conditions and restrictions and other encumbrances and title exceptions approved by Developer under this Section 405. City shall convey title pursuant to the Grant Deed in the form set forth in Exhibit C hereto.

**2. Exclusion of Oil, Gas, and Hydrocarbons.**

Title shall be conveyed subject to the exclusion therefrom to the extent now or hereafter validly excepted and reserved by the parties named in deeds, leases and other documents of record

of all oil, gas, hydrocarbon substances and minerals of every kind and character lying more than five hundred feet (500') below the surface, together with the right to drill into, through, and to use and occupy all parts of the Site lying more than five hundred feet (500') below the surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances or minerals from the Site but without, however, any right to use either the surface of the Site or any portion thereof within five hundred feet (500') of the surface for any purpose or purposes whatsoever. City hereby warrants to Developer that City shall not exercise its drilling rights as provided in this subsection without express written permission of Developer, which permission shall not be unreasonably withheld, conditioned or refused by Developer.

**3. City Not to Encumber Site.**

City hereby warrants to Developer that it has not and will not, from the time of Developer's review of the preliminary title report until the Closing, transfer, sell, hypothecate, pledge, or otherwise encumber the Site without express written permission of Developer, which permission shall not be unreasonably withheld, conditioned or refused by Developer.

**4. Approval of Title Exceptions.**

Prior to the date specified in the Schedule of Performance, Developer shall obtain a preliminary title report, dated no earlier than the date of this Agreement, including copies of all documents referenced therein. Prior to the date specified in the Schedule of Performance, Developer shall deliver to City written notice specifying in detail any exception disapproved and the reason therefor. All monetary liens or encumbrances, whether or not specifically objected to, shall constitute disapproved exceptions. Prior to the date in the Schedule of Performance, City shall deliver written notice to Developer as to whether City will or will not cure the disapproved exceptions. If City elects not to cure the disapproved exceptions, Developer may terminate the Escrow but without any liability of City to Developer, or Developer may withdraw its earlier disapproval. If City so elects to cure the disapproved exceptions, City shall notify Developer of its election within the time specified in the Schedule of Performance and in such event the cure shall be completed on or before the Closing.

**5. Title Policy.**

At the Closing, the Title Company shall furnish Developer with an ALTA Owner's Policy of Title Insurance (the "Title Policy") covering the Developer's fee interest, wherein the Title Company shall insure that Title to the City Parcel is vested in Developer, with no exception to such Title which has not been approved or waived by Developer in accordance with this Section. The Title Policy shall also include any available additional or extended coverage or endorsements that Developer has reasonably requested. City shall pay only for that portion of the title insurance premium attributable to the premium required for standard coverage for a CLTA policy in the amount of the Purchase Price and for any endorsements necessary to cure any disapproved title exceptions, and Developer shall pay for the premium for said additional or extended coverage, including but not limited to an ALTA policy or special endorsements or survey.

**F. (§ 406) Procedure in Event of Failure of Conditions(s) to Closing; Termination.**

In the event one or more of the Developer's or City's conditions to Closing per Section 403 above is not timely satisfied or waived by the benefited party, that party shall have the right to terminate the Escrow and this Agreement. In such event, the terminating party may, in writing, demand return of its money, papers, or documents from the Escrow Agent and shall deliver a copy of such demand to the non-terminating party, which notice shall state the condition that has not been satisfied. No demand shall be recognized by the Escrow Agent until ten (10) days after the Escrow Agent shall have mailed copies of such demand to the non-terminating party, and if no objections are raised in writing to the terminating party and the Escrow Agent by the non-terminating party within the ten (10) day period the Escrow Agent shall comply with the terminating party's request. In the event the non-terminating party timely objects, an additional thirty (30) day opportunity to cure or otherwise satisfy the unperformed conditions shall be provided and only if the unperformed condition remains unsatisfied at the end of said 30-day period shall the termination occur. Upon termination of this Agreement, the Escrow shall terminate, and Escrow Agent shall immediately return all documents, instruments and monies to the party that deposited same (without any additional instructions from City or Developer). Also upon termination, except as otherwise specifically provided herein, each party shall bear its own costs incurred, including one-half of any Escrow cancellation charges, and neither City nor Developer shall have any further rights or obligations hereunder (except for any indemnity obligations of either party pursuant to the other provisions herein and obligations herein that specifically provide that they survive termination of this Agreement).

**G. (§ 407) Costs of Escrow.**

**1. Allocation of Costs.**

The Escrow Agent is authorized to allocate costs as follows: City shall pay the cost of the Title Policy as provided above while Developer shall pay premiums for any additional insurance, extended coverage or special endorsements. City shall pay the documentary transfer tax as well as all recording fees (if any). Developer and City shall each pay one-half of all Escrow and similar fees, provided that if one party defaults under this Agreement or cancels the escrow through no fault of the other, the defaulting or canceling party shall pay all Escrow fees and charges. Each party shall pay its own attorneys' fees.

**2. Prorations and Adjustments.**

Ad valorem taxes and assessments on the Site for the current year (if any) shall be prorated by the Escrow Agent as of the date of Closing with City responsible for those levied, assessed or imposed prior to Closing and Developer responsible for those after Closing. If the actual taxes are not known at the date of Closing, the proration shall be based upon the most current tax figures. When the actual taxes for the year of Closing become known, Developer and City shall, within thirty days thereafter, re-prorate the taxes in cash between the parties.

**3. Extraordinary Services of Escrow Agent.**

It is understood that Escrow fees and charges contemplated by this Agreement incorporate only the ordinary services of the Escrow Agent as listed in these instructions. In the event that the Escrow Agent renders any service not provided for in this Agreement, or that the Escrow Agent is made a party to, or reasonably intervenes in, any litigation pertaining to this escrow or the subject matter thereof, then the Escrow Agent shall be reasonably compensated for such extraordinary services and reimbursed for all costs and expenses occasioned by such default, controversy or litigation.

**4. Escrow Agent's Right to Retain Documents.**

Escrow Agent shall have the right to retain all documents and/or other things of value at any time held by it hereunder until such compensation, fees, costs and expenses shall be paid.

**H. (§ 408) Responsibility of Escrow Agent.**

**1. Deposit of Funds.**

All funds received in Escrow shall be deposited by the Escrow Agent in a special escrow account with any state or national bank doing business in the State of California and may not be combined with other escrow funds of Escrow Agent or transferred to any other general escrow account or accounts.

**2. Notices.**

All communications from the Escrow Agent shall be directed to the addresses and in the manner provided in Section 1001 of this Agreement for notices, demands and communications between City and Developer.

**3. Sufficiency of Documents.**

The Escrow Agent is not to be concerned with the sufficiency, validity, correctness of form, or content of any document prepared outside of escrow and delivered to Escrow. The sole duty of the Escrow Agent is to accept such documents and follow Developer's and City's instructions for their use.

**4. Exculpation of Escrow Agent.**

The Escrow Agent shall in no case or event be liable for the failure of any of the Conditions to Closing of this escrow, or for forgeries or false impersonation, unless such liability or damage is the result of negligence or willful misconduct by the Escrow Agent.

**5. Responsibilities in the Event of Controversies.**

If any controversy documented in writing arises between Developer and City or with any third party with respect to the subject matter of this Escrow or its terms or conditions, the Escrow Agent shall not be required to determine the same, to return any money, papers or documents, or

take any action regarding the Site prior to settlement of the controversy by a final decision by an arbitrator, by a court of competent jurisdiction, or by written agreement of the parties to the controversy, as the case may be. The Escrow Agent shall be responsible for timely notifying Developer and City of the controversy. In the event of such a controversy, the Escrow Agent shall not be liable for interest or damage costs resulting from failure to timely Close Escrow or take any other action unless such controversy has been caused by the failure of the Escrow Agent to perform its responsibilities hereunder.

**(§ 500) PHYSICAL AND ENVIRONMENTAL CONDITION OF SITE.**

**A. (§ 501) Developer's Approval of Physical and Environmental Condition of City Parcels; Site Assessment and Remediation.**

Prior to, and after, the Effective Date of this Agreement, Developer and its employees, agents and contractors shall have had the right to enter onto the Site to conduct soils, engineering, or other tests and studies, to perform preliminary work and for any other purposes to carry out the terms of this Agreement. Developer agrees to indemnify, defend and hold City harmless from and against any claims, injuries or damages arising out of any such entry, any on-site soils testing or sampling, or any, any on-site soils testing or sampling, or any other activity as provided in Section 706; provided that such indemnity shall not apply to Developer's mere discovery of Hazardous Materials. Any such activity shall be undertaken only after securing any necessary permits from appropriate governmental agencies.

Prior to the Effective Date, City represents and warrants that, to the best of City's knowledge, City has delivered to Developer copies of all documents in City's possession concerning the physical and/or environmental condition of the Site (the "City Parcel Documents"). City represents and warrants that the persons who participated in making this Agreement on City's behalf have no actual knowledge, without any duty of investigation or inquiry, regarding physical defects or violations of Environmental Laws or threatened or pending claims affecting the Site, except as may be set forth in the City Parcel Documents. Developer has reviewed the City Parcel Documents and the Site and has herein approved all Developer conditions in this regard.

**B. (§ 502) Disclaimer of Warranties for Site.**

Upon the Closing, Developer shall acquire the Site in its "AS-IS" condition and, except as otherwise expressly set forth in this Agreement, shall be responsible for any defects in the Site, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of the Site, and the existence of any contamination, Hazardous Materials, vaults, debris, pipelines, or other structures located on, under or about the Site or any other portion of the Site, and City makes no other representation or warranty concerning the physical, environmental, geotechnical or other condition of the Site, the suitability of the Site for the Project, or the present use of the Site, and City specifically disclaims all representations or warranties of any nature concerning any portion of the Site made by City and its employees, agents, contractors and representatives. The foregoing disclaimer includes, without limitation, topography, climate, air, water rights, utilities, soil, subsoil, existence of Hazardous Materials or similar substances, the purpose for which the Site is suited, or drainage. City makes no representation or warranty concerning the compaction of soil upon the Site, nor of the suitability of the soil for construction.

**C. (§ 503) Hazardous Materials.**

Developer understands and agrees that in the event Developer incurs any loss or liability concerning Hazardous Materials (as hereinafter defined) and/or underground storage tanks whether attributable to events occurring prior to or following the Closing, then Developer may look to current or prior owners of the Site, but in no event shall Developer look to City for any liability or indemnification regarding Hazardous Materials and/or underground storage tanks. Developer, and each of the entities constituting Developer, if any, from and after the Closing, hereby waives, releases, remises, acquits and forever discharges City, its directors, officers, shareholders, employees, and agents, and its heirs, successors, personal representatives and assigns, of and from any and all Environmental Claims, Environmental Cleanup Liability and Environmental Compliance Costs, as those terms are defined below, and from any and all actions, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, loss, costs, liabilities and expenses, which concern or in any way relate to the physical or environmental conditions of the Site, the existence of any Hazardous Materials thereon, or the release or threatened release of Hazardous Materials therefrom, whether existing prior to, at or after the Closing. It is the intention of the parties pursuant to this release that if the Closing occurs any and all responsibilities and obligations of City, and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of Developer, its successors, assigns or any affiliated entity of Developer, against City, arising by virtue of the physical or environmental condition of the Site, the existence of any Hazardous Materials thereon, or any release or threatened release of Hazardous Material therefrom, whether existing prior to, at or after the Closing, are by this release provision declared null and void and of no present or future force and effect as to the parties; provided, however, that no parties other than the Indemnified Parties (defined below) shall be deemed third party beneficiaries of such release. **In connection therewith, Developer and each of the entities constituting Developer, expressly agree to waive any and all rights which said party may have with respect to such released claims under Section 1542 of the California Civil Code which provides as follows:**

**“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”**

Developer and each of the entities constituting Developer, shall, from and after the Closing, defend, indemnify and hold harmless City and its officers, directors, employees, agents and representatives (collectively, the “Indemnified Parties”) from and against any and all Environmental Claims, Environmental Cleanup Liability, Environmental Compliance Costs, and any other claims, actions, suits, legal or administrative orders or proceedings, demands or other liabilities resulting at any time from the physical and/or environmental conditions of the Site after the Closing or from the existence of any Hazardous Materials or the release or threatened release of any Hazardous Materials of any kind whatsoever, in, on or under the Site occurring at any time after the Closing, including, but not limited to, all foreseeable and unforeseeable damages, fees, costs, losses and expenses, including any and all attorneys’ fees and environmental consultant fees and investigation costs and expenses, directly or indirectly arising therefrom, and including fines and penalties of any nature whatsoever, assessed, levied or asserted against any Indemnified Parties to the extent that the fines and/or penalties are the result of a violation or an alleged

violation of any Environmental Law. Developer further agrees that in the event Developer obtains, from former or present owners of the Site or any other persons or entities, releases from liability, indemnities, or other forms of hold harmless relating to the subject matter of this Section, Developer shall use its diligent efforts to obtain for City the same releases, indemnities and other comparable provisions.

Notwithstanding anything to the contrary in this Section, Developer's limited release and indemnification of City and the Indemnified Parties from liability pursuant to this Section shall not extend to Hazardous Materials brought onto the Site by City or their respective contractors, agents, or employees after the Close of Escrow. For purposes of this Section 503, the following terms shall have the following meanings:

**"Environmental Claim"** means any claim for personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third party, including, without limitation, any governmental entity, relating to the Site or its operations and arising or alleged to arise under any Environmental Law.

**"Environmental Cleanup Liability"** means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or any Hazardous Materials on or under all or any part of the Site, including the ground water thereunder, including, without limitation, (A) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (B) any cost, expense, loss or damage incurred with respect to the Site or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

**"Environmental Compliance Cost"** means any cost or expense of any nature whatsoever necessary to enable the Site to comply with all applicable Environmental Laws in effect. "Environmental Compliance Cost" shall include all costs necessary to demonstrate that the Site is capable of such compliance.

**"Environmental Law"** means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (A) pollution or protection of the environment, including natural resources, (B) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (C) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical sub-stances from industrial or commercial activities, or (D) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

**"Hazardous Material"** is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority (other than the City or), the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (A) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (B) defined as a "hazardous waste," "extremely hazardous

waste” or “restricted hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (C) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (D) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (E) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (F) “used oil” as defined under Section 25250.1 of the California Health and Safety Code; (G) asbestos; (H) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (I) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (J) designated as a “toxic pollutant” pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1317; (K) defined as a “hazardous waste” pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); (L) defined as a “hazardous substance” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601); (M) defined as “Hazardous Material” pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; or (N) defined as such or regulated by any “Superfund” or “Superlien” law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or underground storage tanks, as now, or at any time hereafter, in effect.

Notwithstanding any other provision of this Agreement, Developer’s release and indemnification as set forth in the provisions of this Section, as well as all provisions of this Section shall survive the termination of this Agreement and shall continue in perpetuity.

Notwithstanding anything to the contrary in this Section, Developer’s limited release and indemnification of City and the Indemnified Parties from liability pursuant to this Section shall not extend to Hazardous Materials brought onto the Site by City or their respective contractors, agents, or employees after the Close of Escrow.

**(§600) Intentionally Deleted**

**(§ 700) DEVELOPMENT OF THE SITE.**

**A. (§ 701) Scope of Development.**

Subject to the Conditions to Closing and other terms of this Agreement, the Site shall be developed by Developer as provided in the Scope of Development and the plans and Entitlements and Permits approved by City pursuant to Section 702. Notwithstanding any other provision set forth in this Agreement to the contrary, in the event of any conflict between the narrative description of the Project in this Agreement (including the Scope of Development) and the approved plans and Entitlements and Permits, the approved plans, Entitlements and Permits shall govern.



**B. (§ 702) Development Plans, Final Building Plans, Environmental Review.**

**1. Proposed Development's Consistency With Plans and Codes.**

City warrants and represents that the City's General Plan and Zoning Ordinance permit the Project, and construction, operation, and use of the Site as provided in this Agreement, including without limitation the Scope of Development, subject only those Entitlements and Permits yet to be obtained, described below in this Section 702; provided that it is expressly understood by the parties hereto that City makes no representations or warranties with respect to approvals required by any governmental entity other than City, nor does City make any representation or warranty that City acting in its regulatory capacity will exercise its discretionary police power authority over the Project as to any development approvals described below in any particular manner. Nothing in this Agreement shall be deemed to be a prejudgment or commitment with respect to such items or a guarantee that such approvals or permits will be issued within any particular time or with or without any particular conditions.

**2. Entitlements and Permits During Escrow.**

City hereby authorizes Developer to commence processing and securing those Entitlements and Permits for the Project before the Closing. To this end, and at no cost to City, City shall reasonably cooperate and assist Developer in obtaining and expediting its Entitlements and Permits including executing such documents as may be reasonably required for Developer to process and secure said Entitlements and Permits.

**3. Evolution of Development Plan; Election of Project.**

Concurrently with the approval of this Agreement, City has approved the Developer's basic concept drawings, a copy of which are included as part of the Scope of Development at **Exhibit B** herein. Developer's election of a Project is subject to multiple submissions to City staff, and Council review and approval as follows:

- (a) **Submissions.** For the Project Development Concept elected by Developer, Developer shall submit the following materials to City staff within days following the Effective Date:
  - a. *Updated Proforma.* A detailed proforma tailored to the Project as contemplated in the Project Development Concept subject to the reasonable, prior written approval of the City Manager.
  - b. *Updated Site Plan with Architectural Design and Parking Proposals.* A reasonably detailed Site Plan and development details for the elected Project Development Concept. A plan for ensuring compliance with City parking standards shall be included and such assurances as needed to ensure that parking standards for the proposed uses are adequate (e.g., parking analysis based on range of proposed uses, feasibility of parking structure, etc.). This shall also include a proposal for the architectural design theme to be implemented in the Project.

- c. *Updated Schedule of Performance.* Any final revisions to the proposed Project Schedule of Performance, including any Project Schedule details not currently presented in **Exhibit D** hereto.
- (b) Materials for Council Approval. Upon submission of the above items to City Planning, the following materials will be presented to the City Council for review at a regularly-scheduled City Council meeting within 30 days, reasonably subject to then-existing agenda loads and the requirements of the Ralph M. Brown Act, Government Code §§ 54950 *et seq.*:
  - i. *The Updated Site Plan.* City Council approval shall include (a) the proposed architectural design scheme; and (b) Developer's parking proposal.
  - ii. *Updated Schedule of Performance.* Any proposed revisions to the proposed Project Schedule of Performance, including any Project Schedule details not currently presented in **Exhibit D** hereto.

The City Council shall decide whether to approve, disapprove, or approve with further conditions, the Developer's ability to proceed with the Project Development Concept elected.

If the City Council disapproves Developer's election of a Project Development Concept, either Developer or City may terminate this Agreement upon written notice to the other party, with no further rights or obligations between the parties. If the City Council conditionally approves Developer's election of the Project Development Concept, then Developer may accept such conditions and proceed with the Project Development Concept as conditionally approved or terminate this Agreement upon written notice to the City Manager with no further rights or obligations between the parties.

Once Developer is authorized by the City Council to proceed with the Project Development Concept, then by the dates set forth in the Schedule of Performance, Developer shall submit to the City final drawings and specifications for development of the Site in accordance with the elected and approved Project Development Concept, and all in accordance with the City's requirements and normal planning process. The term final drawings shall be deemed to include a site plan, building shell plan, and elevations, grading plan (if applicable), landscaping plan, parking plan, signage, a description of structural, mechanical, and electrical systems, and, excluding all interior finishes and tenant improvement plans, all other plans, drawings and specifications. Final drawings will be in sufficient detail to obtain a building permit. Said plans, drawings and specifications shall be consistent with the Scope of Development and the various development approvals referenced hereinabove, except as such items may be amended by City (if applicable) and by mutual consent of City and Developer. Plans (concept, final and construction) shall be progressively more detailed and will be approved if a logical evolution of plans, drawings or specifications previously approved. Developer shall submit to City plans in sufficient detail to obtain all discretionary land use approvals, including for site plan approval, conditional use permit, and other actions requiring Planning Commission approval.

**4. Developer Efforts to Obtain Approvals.**

Developer shall exercise commercially reasonable diligence to timely submit all documents and information necessary to obtain all Entitlements and Permits from the City in a timely manner. Not by way of limitation of the foregoing, in developing and constructing the Project, Developer shall comply with all applicable development standards in City's Municipal Code and shall comply with all building code, landscaping, signage, and parking requirements, except as may be permitted through approved variances and modifications.

**5. City Assistance.**

Subject to Developer's compliance with (i) the applicable City development standards for the Site, and (ii) all applicable laws and regulations governing such matters as public hearings, site plan review and environmental review, City agrees to provide reasonable assistance to Developer in the expeditious processing of Developer's submittals required under this Section in order that Developer can obtain a final City action on such matters within the times set forth in the Schedule of Performance. The failure of Developer to obtain necessary approvals or Entitlements and Permits within such time periods, after and despite Developer's reasonable efforts to submit the documents and information necessary to obtain the same, shall constitute an Enforced Delay under Section 1003.

**6. CEQA.**

City shall be responsible for obtaining the approval of this Agreement and the Project as required by the California Environmental Quality Act ("CEQA"), California Public Resources Code, Sections 21000-21178, and Title 14 CCR, Section 753, and Chapter 3, Sections 15000-15387, including the application of any CEQA exemptions. Developer agrees to supply information and otherwise assist City, upon City's request, to determine the environmental impact of the proposed development and to allow City to prepare and process such environmental documents, if any, as may need to be completed for the development pursuant to the requirements of CEQA.

**7. Disapproval.**

City shall approve or disapprove any submittal made by Developer pursuant to this Section as called for in the Schedule of Performance attached. All submittals made by Developer will note the time limits in the Schedule of Performance, and specifically reference this Agreement and the Schedule of Performance. Any disapproval shall state in writing the reason for the disapproval and the changes which City requests be made. Developer shall make the required changes and revisions and resubmit for approval as required in the Schedule of Performance. Thereafter, City shall review the resubmittal in the time line allowed in the Schedule of Performance, but if City disapproves the resubmittal, then the cycle shall repeat, until City's approval has been obtained, all within the time line of the Schedule of Performance.

**C. (§ 703) Cost of Construction.**

Developer shall be responsible to construct the Project on the Site at its own cost. If Developer elects to proceed with the Project Development Concept, all costs of renovation,

remediation (if any) and construction upon the Site as authorized by Section 702(3)(ii) shall be Developer's sole responsibility and expense. Developer shall defend, indemnify and hold City harmless from and against any all claims, liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of any Developer's entry or construction activities upon the Parcel, consistent with Developer's indemnity obligations under Section 706 below.

**D. (§ 704) Financial Assistance.**

City is not providing any direct or indirect financial assistance to Developer, or to the best of City's knowledge is unaware of any fact or circumstance which would make any part of the Project a "public work" "paid for in whole or in part out of public funds," as described in California Labor Code Section 1720, such that it would cause Developer to be required to pay prevailing wages for any aspect of the development. Notwithstanding the foregoing, if Developer obtains such subsidies or public funds (with City's support and assistance) which trigger the requirement that Developer comply with prevailing wage requirements, or to the extent that (contrary to the parties' intent) Developer determines Developer is prepared to pay prevailing wages for the Project, Developer shall indemnify and hold City harmless from and against any all increase in construction costs, or other liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of any action or determination that the Project is subject to payment of prevailing wages. City, at no cost to City, shall reasonably cooperate with Developer regarding any action by Developer hereunder challenging any determination that the Project is subject to the payment of prevailing wages. Notwithstanding the foregoing, City retains the right to settle or abandon the matter without Developer's consent as to City's liabilities or rights only, but should City do so, City shall waive the indemnification herein, except, City's decision to settle or abandon the matter following an adverse judgment or failure to appeal shall not cause a waiver of the indemnification rights herein.

**E. (§ 705) Schedule of Performance; Progress Reports.**

The parties shall begin and complete all plans, reviews, construction and development specified in the Scope of Development within the times specified in the Schedule of Performance or such reasonable extensions of said dates as may be mutually approved in writing by the parties. The City Manager shall have the authority on behalf of City to approve extensions of time not to exceed a cumulative total of one hundred eighty (180) days with respect to the development of the Site; extensions over a cumulative total of one hundred eighty (180) days will require City Council approval.

Once construction is commenced, Developer shall diligently pursue to completion the entire Project, as described in Exhibit B, and shall not abandon or substantially suspend any construction for more than sixty (60) consecutive days, except when due to an Enforced Delay. Developer shall keep the City informed of the progress of construction and submit to the City written reports of the progress of the construction when and in the form reasonably requested by the City.

**F. (§ 706) Indemnification During Demolition and Construction.**

During the periods of construction on the Site and until such time as City has issued a Release of Construction Covenants with respect to the construction of the improvements thereon, Developer agrees to and shall indemnify and hold City and its officers, employees and agents harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person which shall occur on the Site and which shall be directly or indirectly caused by any acts done thereon or any errors or omissions of Developer or its agents, servants, employees, or contractors. Developer shall not be responsible for (and such indemnity shall not apply to) any negligent acts, errors, or omissions of City or its respective agents, servants, employees, or contractors. City shall not be responsible for any acts, errors, or omissions of any person or entity except City and respective agents, servants, employees, or contractors, subject to any and all statutory and other immunities. The provisions of this Section shall survive the termination or expiration of this Agreement.

**G. (§ 707) Bodily Injury, Site Damage and Workers' Compensation Insurance.**

**1. Types of Insurance.**

Prior to the entry of Developer on the Site and the commencement of any Project construction by or on behalf of Developer, Developer shall procure and maintain, at its sole cost and expense, in a form and content reasonably satisfactory to City, during the entire term of such entry or construction, the following policies of insurance:

- (a) Commercial General Liability Insurance. Developer shall keep or cause to be kept in force for the mutual benefit of, City, and Developer comprehensive broad form commercial general liability insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Site, improvements or adjoining areas or ways, affected by such use of the Site or for property damage, providing protection of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate.
- (b) Builder's Risk Insurance. Developer shall procure and shall maintain in force "all risks" builder's risk insurance including vandalism and malicious mischief, covering improvements in place and all material and equipment at the job site furnished under contract, but excluding contractor's, subcontractor's, and construction manager's tools and equipment and property owned by contractor's or subcontractor's employees, with limits and at least One Million Dollars (\$1,000,000.00) per occurrence.
- (c) Worker's Compensation. Developer shall also furnish evidence that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries workers' compensation insurance as required by law. Employer's liability limits

usually should be One Million Dollars (\$1,000,000) to be equal to general and auto liability limits.

- (d) Auto and Other Insurance. Automobile liability coverage in the amounts of One Million Dollars (\$1,000,000) combined single limit (CSL) per accident. Developer may procure and maintain any insurance not required by this Agreement.

**2. Insurance Policy Form, Content and Insurer.**

All insurance required by express provisions hereof shall be carried only by responsible insurance companies licensed to do business by California, rated "A" or better in the most recent edition of Best Rating Guide, the Key Rating Guide or in the Federal Register, and only if they are of a financial category Class IX or better. All such policies shall contain language, to the extent obtainable, to the effect that (i) any loss shall be payable notwithstanding any act of negligence of City, or Developer that might otherwise result in the forfeiture of the insurance, (ii) the insurer waives the right of subrogation against City and against City's agents and representatives; (iii) the policies are primary and noncontributing with any insurance that may be carried by City; and (iv) the policies cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City or City's designated representative. Developer shall furnish City with copies of all such policies promptly on receipt of them, or with certificates evidencing the insurance. City shall be named as additional insureds on all policies of insurance required to be procured by the terms of this Agreement.

**3. Failure to Maintain Insurance and Proof of Compliance.**

Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required hereunder together with evidence satisfactory to City of payment required for procurement and maintenance of each policy within the following time limits:

For insurance required above, prior to entry of Developer on the Site and the commencement of any construction by or on behalf of Developer.

For any renewal or replacement of a policy already in existence, at least ten (10) days before expiration or termination of the existing policy.

If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that the insurance has been procured and is in force and paid for, such failure or referral shall be a default hereunder, subject to the applicable cure period.

**H. (§ 708) City and Other Governmental Agency Permits.**

Before commencement of construction or development of any buildings, structures, or other works of improvement upon the Site, which are Developer's responsibility under the Scope of Development, Developer shall at its own expense secure or cause to be secured any and all Permits which may be required by City or any other governmental agency affected by such construction, development or work. Developer shall not be obligated to Close the Escrow or commence construction if any such Permit is not issued despite good faith effort by Developer. If

there is delay beyond the usual time for obtaining any such Permits due to no fault of Developer, the Schedule of Performance shall be extended for a reasonable amount of time to allow Developer to obtain such Permit or Permits. Developer shall pay all applicable City development and building fees as set forth in Section 702 of this Agreement and other legal, normal and customary fees and charges applicable to such Permits and any fees or charges hereafter imposed by City which are standard for and uniformly applied to similar projects in the City, provided that nothing in this Agreement is intended as a waiver by Developer of its right to object to or challenge new or increased City fees imposed after the Effective Date.

**I. (§ 709) Rights of Access.**

Representatives of City shall have the reasonable right of access to the Site without charges or fees, at any time during normal construction hours during the period of construction, for the purpose of assuring compliance with this Agreement, including but not limited to the inspection of the construction work being performed by or on behalf of Developer; provided, however, such representatives shall endeavor to avoid interfering or impeding any construction work then in progress. Such representatives of City shall be those who are so identified in writing by the City Manager. Each such representative of City shall identify himself or herself at the job site office upon his or her entrance to the Site, and shall provide Developer, or the construction superintendent or similar person in charge on the Site, a reasonable opportunity to have a representative accompany him or her during the inspection.

**J. (§ 710) Applicable Laws.**

Developer shall carry out the construction of the improvements to be constructed by Developer in conformity with all applicable laws, including all applicable federal and state labor laws.

**K. (§ 711) Anti-discrimination During Construction.**

Developer, for itself and its successors and assigns, agrees that in the construction of the improvements to be constructed by Developer, it shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital/familial status, sexual orientation, ancestry, national origin, age, disability or other handicap.

**L. (§ 712) Taxes, Assessments, Encumbrances and Liens.**

If applicable, City shall pay, when due, all real estate taxes and assessments assessed or levied prior to conveyance of the Site. Developer shall pay, when due, all real estate taxes and assessments assessed or levied subsequent to conveyance of the Site that relate to periods after the conveyance of the Site, if any. Prior to conveyance of the Site, Developer shall not place or allow to be placed thereon any mortgage, trust deed, encumbrance or lien (except mechanic's liens prior to suit to foreclose the same being filed) prohibited by this Agreement. Developer shall remove or have removed any levy or attachment made on the City Parcels or assure the satisfaction thereof, within a reasonable time, but in any event prior to any foreclosure or execution of any kind upon such levy or attachment. Nothing herein contained shall be deemed to prohibit Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, or to limit the remedies available to Developer in respect thereto.





**M. (§ 713) Rights of Holders of Approved Security Interests in City Parcels.**

**1. Definitions.**

As used in this Section, the term any mortgage, whether a leasehold mortgage or otherwise, deed of trust, or other security interest, or sale and lease-back, or any other form of conveyance for financing. The term “holder” shall include the holder of any such mortgage, deed of trust, or other security interest, or the lessor under a lease-back, or the grantee under any other conveyance for financing.

**2. No Encumbrances Except Mortgages to Finance the Project.**

Notwithstanding the restrictions on transfer in Section 303, mortgages required for any reasonable method of financing Developer’s acquisition of the City Parcels and development of the Project are permitted before issuance of a Release of Construction Covenants but only for the purpose of securing loans of funds used or to be used for financing Developer’s direct and indirect costs for acquisition of the Site, for the construction of improvements thereon, and for any other expenditures necessary and appropriate to develop the Site under this Agreement, or for restructuring or refinancing any of same. Developer (or any entity permitted to acquire title under this Section) shall notify City in advance of any mortgage, if Developer or such entity proposes to enter into the same before issuance of the Release of Construction Covenants. Developer or such entity shall not enter into any such conveyance for financing without the prior written approval of City as provided in this Section 713. Any lender approved by City pursuant to this Section 713 shall not be bound by any amendment, implementation, or modification to this Agreement subsequent to its approval without such lender giving its prior written consent thereto. In any event, Developer shall promptly notify City of any mortgage, encumbrance, or lien that has been created or attached thereto prior to issuance of a Release of Construction Covenants, whether by voluntary act of Developer or otherwise.

**3. Developer’s Breach Shall Not Defeat Mortgage Lien.**

Developer’s breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render invalid the lien of any mortgage made in good faith and for value as to the City Parcels, or any part thereof or interest therein, but unless otherwise provided herein, the terms, conditions, covenants, restrictions, easements, and reservations of this Agreement shall be binding and effective against the holder of any such mortgage of the City Parcels whose interest is acquired by foreclosure, trustee’s sale or otherwise.

**4. Holder Not Obligated to Construct or Complete Improvements.**

The holder of any mortgage shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Site or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

**5. Notice of Default to Mortgagee, Deed of Trust or Other Security Interest Holders.**

Whenever City shall deliver any notice or demand to Developer with respect to any breach or default by Developer hereunder, City shall endeavor at the same time to deliver a copy of such notice or demand to each holder of record of any mortgage who has previously made a written request to City therefor, or to the representative of such lender as may be identified in such a written request by the lender. No notice of default shall be effective as to the holder unless such notice is given.

**6. Right to Cure.**

Each holder shall have the right, at its option, within ninety (90) days after the receipt of the notice, to:

- (a) Obtain possession, if necessary, and to commence and diligently pursue said cure until the same is completed, and
- (b) Add the cost of said cure to the security interest debt and the lien or obligation on its security interest;

provided that in the case of a default which cannot with diligence be remedied or cured within such ninety (90) day period, such holder shall have additional time as reasonably necessary to remedy or cure such default.

In the event there is more than one such holder, the right to cure or remedy a breach or default of Developer under this Section shall be exercised by the holder first in priority or as the holders may otherwise agree among themselves, but there shall be only one exercise of such right to cure and remedy a breach or default of Developer under this Section.

No holder shall undertake or continue the construction or completion of the improvements (beyond the extent necessary to preserve or protect the improvements or construction already made) without first having expressly assumed Developer's obligations to City by written agreement in form and substance reasonably satisfactory to City with respect to the Site or any portion thereof in which the holder has an interest. The holder must agree to complete, in the manner required by this Agreement, the improvements to which the lien or title of such holder relates. Any holder properly completing such improvements shall be entitled, upon written request made to City, to a Release of Construction Covenants.

**7. City's Rights upon Failure of Holder to Complete Improvements.**

In any case where one hundred eighty (180) days after default by Developer in completion of construction of improvements under this Agreement, the holder of any mortgage creating a lien or encumbrance upon the Site or improvements thereon has not exercised the option to construct afforded in this Section or if it has exercised such option and has not proceeded diligently with construction, City may, after ninety (90) days' notice to such holder and if such holder has not exercised such option to construct within said additional ninety (90) day period, purchase the mortgage, upon payment to the holder of an amount equal to the sum of the following:

- (a) The unpaid mortgage debt plus any accrued and unpaid interest (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings, if any);
- (b) All expenses, incurred by the holder with respect to foreclosure, if any
- (c) The net expenses (exclusive of general overhead), incurred by the holder as a direct result of the ownership or management of the City Parcels, such as insurance premiums or real estate taxes, if any;
- (d) The costs of any improvements made by such holder, if any; and
- (e) An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence to the date of payment by City.

In the event that the holder does not exercise its option to construct afforded in this Section, and City elects not to purchase the mortgage of holder, upon written request by the holder to City, City agrees to use reasonable efforts to assist the holder selling the holder's interest to a qualified and responsible party or parties (as reasonably determined by City), who shall assume the obligations of making or completing the improvements required to be constructed by Developer, or such other improvements in their stead by written agreement in form and substance reasonably satisfactory to City. The proceeds of such a sale shall be applied first to the holder of those items specified in subparagraphs (a) through (e) hereinabove, and any balance remaining thereafter shall be applied as follows:

- a) First, to reimburse City, on its own behalf and on behalf of City, for all costs and expenses actually and reasonably incurred by City with respect to such sale, including but not limited to payroll expenses, management expenses, legal expenses, and others.
- b) Second, to reimburse City, on its own behalf and on behalf of City, for all payments made by City to discharge any other encumbrances or liens on the Site or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due, to obligations, defaults, or acts of Developer, its successors or transferees.
- c) Third, any balance remaining thereafter shall be paid to Developer.

**8. Right of City to Cure Mortgage, Deed of Trust or Other Security Interest Default.**

In the event of a default or breach by Developer (or entity permitted to acquire title under this Section) of a mortgage prior to the issuance by City of a Release of Construction Covenants for the City Parcels or portions thereof covered by said mortgage, and the holder of any such

mortgage has not timely exercised its option to complete the development, City may cure the default prior to completion of any foreclosure. In such event, City shall be entitled to reimbursement from Developer or other entity of all costs and expenses incurred by City in curing the default, including legal costs and attorneys' fees, which right of reimbursement shall be secured by a lien upon the City Parcels to the extent of such costs and disbursements. Any such lien shall be subject to:

- (a) Any mortgage for financing permitted by this Agreement; and
- (b) Any rights or interests provided in this Agreement for the protection of the holders of such mortgages for financing;

provided that nothing herein shall be deemed to impose upon City any affirmative obligations (by the payment of money, construction or otherwise) with respect to the Site in the event of its enforcement of its lien.

**9. Right of the City to Satisfy Other Liens on the Site After Conveyance of Title.**

After the conveyance of title and prior to the recordation of a Release of Construction Covenants for construction and development, and after Developer has had a reasonable time to challenge, cure, or satisfy any liens or encumbrances on the Site or any portion thereof, City shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Agreement shall require Developer to pay or make provision for the payment of any tax, assessment, lien or charge so long as Developer in good faith shall contest the validity or amount thereof, and so long as such delay in payment shall not subject the City Parcels or any portion thereof to forfeiture or sale.

**10. Minor Amendments**

The City Manager shall be authorized to approve and execute minor non-substantive amendments to this Agreement as may be requested by Developer's lender in relation to the protection of such lender's security interest in the Site without formal approval of the City Council.

**N. (§ 714) Release of Construction Covenants.**

Upon the completion of all construction required to be completed by Developer on the Site and in no event later than the date on which City allows occupancy of the completed building on the Site to occur, City shall furnish Developer with a Release of Construction Covenants within thirty (30) days following receipt of written request therefor by Developer. The Release of Construction Covenants shall be executed and notarized so as to permit it to be recorded in the Office of the Recorder of Los Angeles County.

A Release of Construction Covenants shall be, and shall state that it constitutes, conclusive determination of satisfactory completion of the construction and development of the improvements required by this Agreement upon the Site and of full compliance with the terms of this Agreement with respect to development of the Project. A partial Release of Construction Covenants applicable to less than the entire Project and Site shall not be permitted. After issuance of a Release

of Construction Covenants, City shall not have any rights or remedies under this Agreement, except as otherwise set forth in the Grant Deed and Covenant Agreement.

City shall not unreasonably withhold the Release of Construction Covenants. If City refuses or fails to furnish a Release of Construction Covenants within thirty (30) days after written request from Developer, City shall provide a written statement of the reasons City refused or failed to furnish a Release of Construction Covenants. The statement shall also contain City's opinion of the action Developer must take to obtain a Release of Construction Covenants. If the reason for such refusal is confined to the immediate availability of specific items or materials for landscaping, or other minor so-called "punch list" items, City will issue its Release of Construction Covenants upon the posting of a bond in an amount representing one hundred fifty percent (150%) of the fair value of the work not yet completed or other assurance reasonably satisfactory to City.

A Release of Construction Covenants shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the improvements, or any part thereof. Such Release of Construction Covenants is not notice of completion as referred to in the California Civil Code Section 3093. Nothing herein shall prevent or affect Developer's right to obtain a certificate of occupancy from City before the Release of Construction Covenants is issued.

**O. (§ 715) Estoppels.**

At the request of Developer or any holder of a mortgage or deed of trust, City shall, from time to time and upon the request of such holder, timely execute and deliver to Developer or such holder a written statement of City that no default or breach exists (or would exist with the passage of time, or giving of notice or both) by Developer under this Agreement, if such be the fact, and certifying as to whether or not Developer has at the date of such certification complied with any obligation of Developer hereunder as to which Developer or such holder may inquire. The form of any estoppel letter shall be prepared by the holder or Developer and shall be at no cost to City and subject to the approval of City.

**(§ 800) USES OF THE SITE.**

**A. (§ 801) Uses of the Site.**

Developer covenants and agrees for itself, its successors, its assigns and every successor in interest that during construction and thereafter, that Developer and such successors and such assigns shall devote the Site to commercial/retail/restaurant uses or any other plans as may be approved by the City. It is acknowledged and understood that the Site is situated in one of the City's main corridors and it is Developer's full intent to obtain a quality national, regional, or local commercial tenant known by reputation, operational experience, and sufficient financial resources subject to the City's approval to not be reasonably withheld. Such Tenants may include:

- Raising Cane's Chicken Fingers
- The Coffee Bean & Tea Leaf
- Moe's Southwest Grill
- Farmer Boys

- Dunkin Donuts
- Jimmy Johns
- Noah's Bagels
- Dog Haus

**B. (§802) Intentionally Deleted (§ 803) Obligation to Refrain from Discrimination.**

There shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital/familial status, sexual orientation, national origin, ancestry, age or disability or other handicap in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the City Parcels, or any portion thereof, nor shall Developer, or any person claiming under or through Developer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the City Parcels or any portion thereof. The nondiscrimination and non-segregation covenants contained herein shall remain in effect in perpetuity.

**C. (§ 804) Form of Nondiscrimination and Non-segregation Clauses.**

Developer shall refrain from restricting the rental, sale, or lease of any portion of the City Parcels on the basis of race, color, creed, religion, sex, marital status, sexual orientation, ancestry, national origin, age or disability or other handicap of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

**1. Deeds.**

In Deeds the following language shall appear: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age or disability or other handicap in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee, or any persons claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

**2. Leases.**

In Leases the following language shall appear: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital/familial status, sexual orientation, national origin, ancestry, age or disability or other handicap in the leasing, subleasing, transferring,

use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee, or any person claiming under or through him or her, establish or permit any such practice or practices, of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.”

**3. Contracts.**

Any contracts which Developer or, Developer’s heirs, executors, administrators, or assigns propose to enter into for the sale, transfer, or leasing of the City Parcels shall contain a nondiscrimination and non-segregation clause substantially as set forth in Section 803 and in this Section. Such clause shall bind the contracting party and subcontracting party or transferee under the instrument.

**D. (§ 805) Maintenance of Improvements.**

As further provided in the Covenant or Grant Deed, Developer covenants and agrees for itself, its successors and assigns, and every successor in interest to the City Parcels or any part thereof, that, after City’s issuance of its Release of Construction Covenants Developer shall be responsible for maintenance of all improvements that may exist on the Site from time to time, including without limitation buildings, parking lots, lighting, signs, and walls, in first-class condition and repair, and shall keep the Site free from any accumulation of debris or waste materials. Developer shall also maintain all landscaping required pursuant to Developer’s approved landscaping plan in a healthy condition, including replacement of any dead or diseased plants. The foregoing maintenance obligations shall run with the land and thereby become the obligations of any transferee of the Site or any portion thereof. Developer’s further obligations to maintain the Site, and City’s remedies in the event of Developer’s default in performing such obligations, are set forth in the Covenant Agreement or Deed.

**E. (§ 806) Effect of Covenants.**

City is deemed a beneficiary of the terms and provisions of this Agreement and of the restrictions and covenants running with the land for and in its own right for the purposes of protecting the interests of the community in whose favor and for whose benefit the covenants running with the land have been provided. The covenants in favor of City shall run without regard to whether City has been, remains or is an owner of any land or interest therein in the Site. City shall have the right, if any of the covenants set forth in this Agreement which are provided for its benefit are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it may be entitled. With the exception of City (and except as may be provided in the Reciprocal Easement Agreements recorded as Document Nos. 86-1044843, 86-1044845, and 86-1044846, and such other covenants, conditions and restrictions and other encumbrances and title exceptions approved by Developer under Section 405 above),, no other person or entity shall have any right to enforce the terms of this Agreement under a theory of third-party beneficiary or otherwise. The covenants running with the land and their duration are set forth in the CC&Rs or Grant Deed.

**(§ 900) DEFAULTS, REMEDIES AND TERMINATION.**

**A. (§ 901) Defaults, Right to Cure and Waivers.**

Subject to any Enforced Delay, failure or delay by either party to timely perform any covenant of this Agreement constitutes a default under this Agreement, but only if the party who so fails or delays does not commence to cure, correct or remedy such failure or delay within thirty (30) days after receipt of a notice specifying such failure or delay, and does not thereafter prosecute such cure, correction or remedy with diligence to completion; provided that if the default is an immediate danger to the health, safety and general welfare, then the injured party may specify a shorter period and require immediate action, as may be reasonable under the circumstances.

The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice, except if a shorter time applies as specified above in this Section 901. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

**1. No Waiver.**

Except as otherwise provided in this Agreement, waiver by either party of the performance of any covenant, condition, or promise shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition, or promise. Waiver by either party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right as to any default shall not operate as a waiver of any default or of any rights or remedies or to deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

**B. (§ 902) Legal Actions.**

**2. Institution of Legal Actions.**

In addition to any other rights or remedies, and subject to the requirements of Section 901, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Legal actions must be instituted and maintained in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that county.

**3. Applicable Law and Forum.**

The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement without regard to conflict of law principles.



**4. Acceptance of Service of Process.**

In the event that any legal action is commenced by Developer against City, service of process on City shall be made by personal service upon the City Manager or City Clerk, or in such other manner as may be provided by law. In the event that any legal action is commenced by City against Developer, service of process on Developer shall be made in such manner as may be provided by law and shall be valid whether made within or without the State of California.

**C. (§ 903) Rights and Remedies are Cumulative.**

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

**D. (§ 904) Specific Performance.**

In addition to any other remedies permitted by this Agreement, if subsequent to the Closing either party defaults hereunder by failing to perform any of its obligations herein, (subject to any applicable notice and cure period), the other party shall be entitled to seek the judicial remedy of specific performance. In this regard, Developer specifically acknowledges that City is entering into this Agreement for the purpose of assisting in the redevelopment of the Site and not for the purpose of enabling Developer to speculate with land. Notwithstanding any other provision set forth in this Agreement to the contrary, in no event shall City have a right prior to the Closing to seek specific performance or other equitable relief to compel Developer to Close the Escrow or proceed with development of the Project.

**E. (§ 905) Right of Reverter.**

Subject to Developer's right to an extension of time to perform in the event of an Enforced Delay, City shall have the right, at its option, to reenter and take possession of the City Parcels with all improvements thereon and to terminate and, for the Purchase Price (as reduced by any mortgage, deed of trust, or other security interests permitted by this Agreement; and any rights or interests provided in this Agreement for the protection of the holders of such mortgages, deeds of trust, or other security interests), re-vest in City the estate conveyed to Developer, if after Closing and prior to the recordation of the Release of Construction Covenants, Developer (or his successors in interest) shall commit a material default by:

1. Failing to commence construction of the Project as required by this Agreement for a period of ninety (90) days after written notice to proceed from City; or
2. Abandoning or substantially suspending construction of the Project for a period of more than thirty (30) consecutive days after written notice of such abandonment or suspension from City; or
3. Assigning this Agreement, or any rights herein, or transferring, or suffering any involuntary transfer of, the Site this Agreement, or any part thereof, in violation

of this Agreement, if such violation shall not be cured within thirty (30) days after the date of receipt of written notice thereof by City to Developer.

The foregoing right to re-enter, repossess, terminate, and revest shall be subordinate to and subject to and be limited by, and shall not defeat, render invalid, or limit:

- Any mortgage, deed of trust, or other security interests permitted by this Agreement.
- Any rights or interests provided in this Agreement for the protection of the holders of such mortgages, deeds of trust, or other security interests.

Upon the revesting in City of possession to the Site, or any part thereof, as provided in this Section 905, City shall, pursuant to its responsibilities under state law, use its best efforts to reconvey the Site, or any part thereof, as soon and in such manner as City shall find feasible and consistent with the objectives of such law to a qualified and responsible party or parties (as reasonably determined by City), who will assume the obligation of making or completing the Project, or such other improvements in their stead, by written agreement in form and substance satisfactory to City and in accordance with the uses specified for the Site or any part thereof. The rights established in this Section are to be interpreted in light of the fact that City will sell the Site to Developer for development and not for speculation in undeveloped land.

**F. (§ 906) Attorneys' Fees.**

If either party to this Agreement is required to initiate or defend any action or proceeding in any way arising out of the parties' agreement to, or performance of this Agreement, or is made a party to any action or proceeding by the Escrow Agent or other third party, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees from the other. As used herein, the "prevailing party" shall be the party determined as such by a court of law pursuant to the definition in Code of Civil Procedure Section 1032(a)(4), as it may be subsequently amended. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

**G. (§907) Participation in Litigation; Indemnity.**

Developer agrees to indemnify City and its elected boards, commissions, officers, agents and employees (collectively, including City, the "Indemnified Parties") and will hold and save them and each of them harmless from any and all actions, suits, claims, liabilities, losses, damages, penalties, judgments, settlements, obligations and expenses (including but not limited to attorneys' fees and costs) concerning any Claims or Litigation (defined below). The term "Claims or Litigation" shall mean any challenge by adjacent owners or any other third parties: (i) to the legality, validity or adequacy of the General Plan, development approvals, this Agreement, or other actions of Indemnified Parties pertaining to the Project, (ii) seeking damages against Indemnified

Parties as a consequence of the foregoing actions or for the taking or diminution in value of their property, or in any other manner, or (iii) for any tort claim or action against the Indemnified Parties arising in connection with Developer's construction of the Project; excepting that "Claims or Litigation" subject to the indemnity and defense obligations in this Section shall not include those arising out of or relating to the sole negligence, gross negligence, willful misconduct, or violation of law by any of the Indemnified Parties, including violations of the Ralph M. Brown Act. Each Indemnified Party seeking defense or indemnity from Developer concerning Claims or Litigation shall provide Developer with prompt notice of the pendency of any action for which it believes it is entitled to indemnity under this Section and request that Developer defend it regarding such action (but any delay or failure to notify Developer will only reduce Developer's obligations to defend or indemnify an Indemnified Party to the extent of any actual prejudice suffered by Developer due to the delay or failure). Developer may utilize City's legal counsel or use legal counsel of its choosing in such action, but shall reimburse City for any necessary legal cost incurred by either or both of them to the extent those costs relate to Claims or Litigation. If Developer refuses or fails to defend an Indemnified Party concerning any Claims or Litigation, the Indemnified Party may defend the action and Developer shall pay the cost thereof to the extent those costs concern Claims or Litigation, but if an Indemnified Party chooses not to defend the action, it shall have no liability to Developer. If Developer elects to defend an Indemnified Party, which Indemnified Party, at no cost to the Indemnified Party, shall reasonably cooperate with Developer concerning the defense. Developer's obligation to pay the defense costs concerning Claims or Litigation shall extend until judgment. In the event of an appeal or a settlement offer, the parties will confer in good faith as to how to proceed. Notwithstanding Developer's indemnity for Claims and Litigation, City retains the right to settle any particular claims or causes of action brought against either of them in their sole and absolute discretion as the approving governmental entities and Developer shall remain liable except as follows: (i) the settlement would reduce the scope of the Project by 10% or more, and (ii) Developer opposes the settlement. In such case City may still settle the litigation, but shall then be responsible for their own litigation expenses and shall bear no other liability to Developer.

All indemnity provisions set forth in this Agreement shall survive termination of this Agreement for any reason other than City's Default.

#### **(§ 1000) GENERAL PROVISIONS.**

##### **A. (§ 1001) Notices, Demands and Communications Between the Parties.**

Except as expressly provided to the contrary herein, any notice, consent, report, demand, document or other such item to be given, delivered, furnished or received hereunder shall be deemed given, delivered, furnished, and received when given in writing and personally delivered to an authorized agent of the applicable party, or upon delivery by the United States Postal Service, first-class registered or certified mail, postage prepaid, return receipt requested, or by an "overnight courier" such as Federal Express, at the time of delivery shown upon such receipt; in either case, delivered to the address, addresses and persons as each party may from time to time by written notice designate to the other and who initially are:

If to Developer: ASÍ Real Estate Investments, LLC  
201 S. Figueroa, Suite 300,  
Los Angeles, California 90012  
Attn: Alexis Suarez

A copy to: Law Offices of Robert P. Friedman  
827 Moraga Drive  
Bel Air, California 90049  
Attn: Robert P. Friedman, Esq.

If to City: City of South Gate  
8650 California Avenue  
South Gate, California 90280  
Attn: Joe Perez, Director of Community Development

Copies to: City of South Gate  
8650 California Avenue  
South Gate, California 90280  
Attn: Carmen Avalos, City Clerk

and

City of South Gate  
8650 California Avenue  
South Gate, California 90280  
Attn: Raul F. Salinas, City Attorney

**B. (§ 1002) Nonliability of City Officials and Employees; Conflicts of Interest; Commissions.**

**1. Personal Liability.**

No member, official, employee, agent or contractor of City shall be personally liable to Developer in the event of any default or breach by City or for any amount which may become due to Developer or on any obligations under the terms of the Agreement; provided, it is understood that nothing in this Section 1002 is intended to limit City's liability. No member, official, employee, agent or contractor of Developer shall be personally liable to City in the event of any default or breach by Developer or for any amount which may become due to City or on any obligations under the terms of the Agreement; provided, it is understood that nothing in this Section 1002 is intended to limit Developer's liability.

**2. Financial Interest.**

No member, official, employee or agent of City shall have any financial interest, direct or indirect, in this Agreement, nor participate in any decision relating to this Agreement which is prohibited by law.

**3. Commissions.**

City has not retained any broker or finder or paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement. City shall not be liable for any real estate commissions, brokerage fees or finders' fees which may arise from this Agreement, and Developer agrees to hold City harmless from any claim by any broker, agent, or finder retained by Developer. City agrees to hold Developer harmless from any claim by any broker, agent, or finder retained by City.

**C. (§ 1003) Enforced Delay: Extension of Times of Performance.**

Time is of the essence in the performance of this Agreement.

Notwithstanding the foregoing, in addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; supernatural causes; acts of the "public enemy"; epidemics; quarantine restrictions; freight embargoes; governmental restrictions; unusually severe weather; delays of any contractor, subcontractor or supplier; acts of another party; acts or the failure to act of a public or governmental agency or entity); or any other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform. In the event of such a delay (herein "Enforced Delay"), the party delayed shall continue to exercise reasonable diligence to minimize the period of the delay. An extension of time for any such cause shall be limited to the period of the enforced delay, and shall commence to run from the time of the commencement of the cause, provided notice by the party claiming such extension is sent to the other party within ten (10) days of the commencement of the cause.

Developer's failure to obtain financing for the Project shall not be considered as events or causes beyond the control of Developer and shall not entitle Developer to an extension of time to perform. City's financial condition shall similarly not be considered as events or causes beyond the control of City and shall not entitle City to an extension of time to perform.

Times of performance under this Agreement may also be extended by mutual written agreement by City and Developer. The City Manager shall have the authority on behalf of City to approve extensions of time not to exceed a cumulative total of one hundred eighty (180) days with respect to the development of the Site.

**D. (§ 1004) Books and Records.**

**1. Developer to Keep Records.**

Developer shall prepare and maintain all books, records and reports necessary to substantiate Developer's compliance with the terms of this Agreement or reasonably required by the City.

**2. Right to Inspect.**

Prior to the Release of Construction Covenants, either party shall have the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of the other party pertaining to the Site as pertinent to the purposes of this Agreement.

**3. Ownership of Documents.**

Copies of all drawings, specifications, reports, records, documents and other materials prepared by Developer, its employees, agents and subcontractors, in the performance of this Agreement, which documents are in the possession of Developer and are not confidential or attorney client or attorney work product privileged documents shall be delivered to City upon request in the event of a termination of this Agreement if such termination occurs due to a cause that is not a default by City, and in such event Developer shall have no claim for additional compensation as a result of the exercise by City of its rights hereunder. Insofar as Developer is concerned, City shall have an unrestricted right to use such documents and materials as if it were in all respects the owner of the same, subject to the ownership or proprietary rights of third parties (as to which Developer makes no warranty, representation, or assurance). Developer makes no warranty or representation regarding the accuracy or sufficiency of such documents for any future use by City, and Developer shall have no liability therefor. Notwithstanding the foregoing, the City shall not have any right to sell, license, convey or transfer the documents and materials to any third party, or to use the documents and materials for any other site.

**E. (§ 1005) Assurances to Act in Good Faith; Approvals Not to Be Unreasonably Withheld.**

City and Developer agree to execute all documents and instruments and to take all action, including deposit of funds in addition to such funds as may be specifically provided for herein, and as may be required in order to consummate conveyance and development of the Site as herein contemplated, and shall use their best efforts to accomplish the closing and subsequent development of the Site in accordance with the provisions hereof. City and Developer shall each diligently and in good faith pursue the satisfaction of any conditions or contingencies subject to their approval. In the event the approval of a party is required hereunder, such approval shall not be unreasonably withheld, delayed, or conditioned except as may be otherwise expressly set forth herein.

**F. (§ 1006) Interpretation.**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of

this Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement. This Agreement includes all Exhibits attached hereto, which are by this reference incorporated in this Agreement in their entirety.

**G. (§ 1007) Entire Agreement, Waivers and Amendments.**

This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and this Agreement supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof, including without limitation the Exclusive Negotiating Agreement between City and Developer, mutually executed May 17, 2018, as amended and extended. All waivers of the provisions of this Agreement, unless specified otherwise herein, must be in writing and signed by the appropriate authorities of City or Developer, as applicable, and all amendments hereto must be in writing and signed by the appropriate authorities of City and Developer.

**H. (§ 1008) Severability.**

In the event any term, covenant, condition, provision or agreement contained herein is held to be invalid, void or otherwise unenforceable, by any court of competent jurisdiction, such holding shall in no way affect the validity or enforceability of any other term, covenant, condition, provision or agreement contained herein.

**I. (§ 1010) Time for Acceptance of Agreement by City.**

This Agreement, when executed by Developer and delivered to City, must be authorized, executed and delivered by City, not later than the time set forth in the Schedule of Performance or this instrument shall be void, except to the extent that Developer shall consent in writing to further extensions of time for the authorization, execution, and delivery of this Agreement.

**J. (§ 1011) Execution.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

**K. (§ 1012) Miscellaneous Representations and Warranties.**

1. City represents and warrants that: (i) it is a California general law city duly organized and existing under the laws of the State of California; (ii) by proper action of City Council, City has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers; and (iii) the entering into this Agreement by City does not violate any provision of any other agreement to which City is a party.

2. Developer represents and warrants that: (i) it is limited liability company duly organized and existing under the laws of the State of California; (ii) by proper action of Developer, Developer has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized managers; and (iii) the entering into this Agreement by Developer does not violate any provision of any other agreement to which Developer is a party.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective as of the date of execution by the City.

**CITY:**  
CITY OF SOUTH GATE

\_\_\_\_\_  
Jorge Morales, Mayor

**ATTEST:**

\_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**  
**DRAFT**

\_\_\_\_\_  
Raul F. Salinas, City Attorney

**DEVELOPER:**  
ASÍ REAL ESTATE INVESTMENTS,  
an Arizona limited liability company

\_\_\_\_\_  
Alexis Suarez, Manager



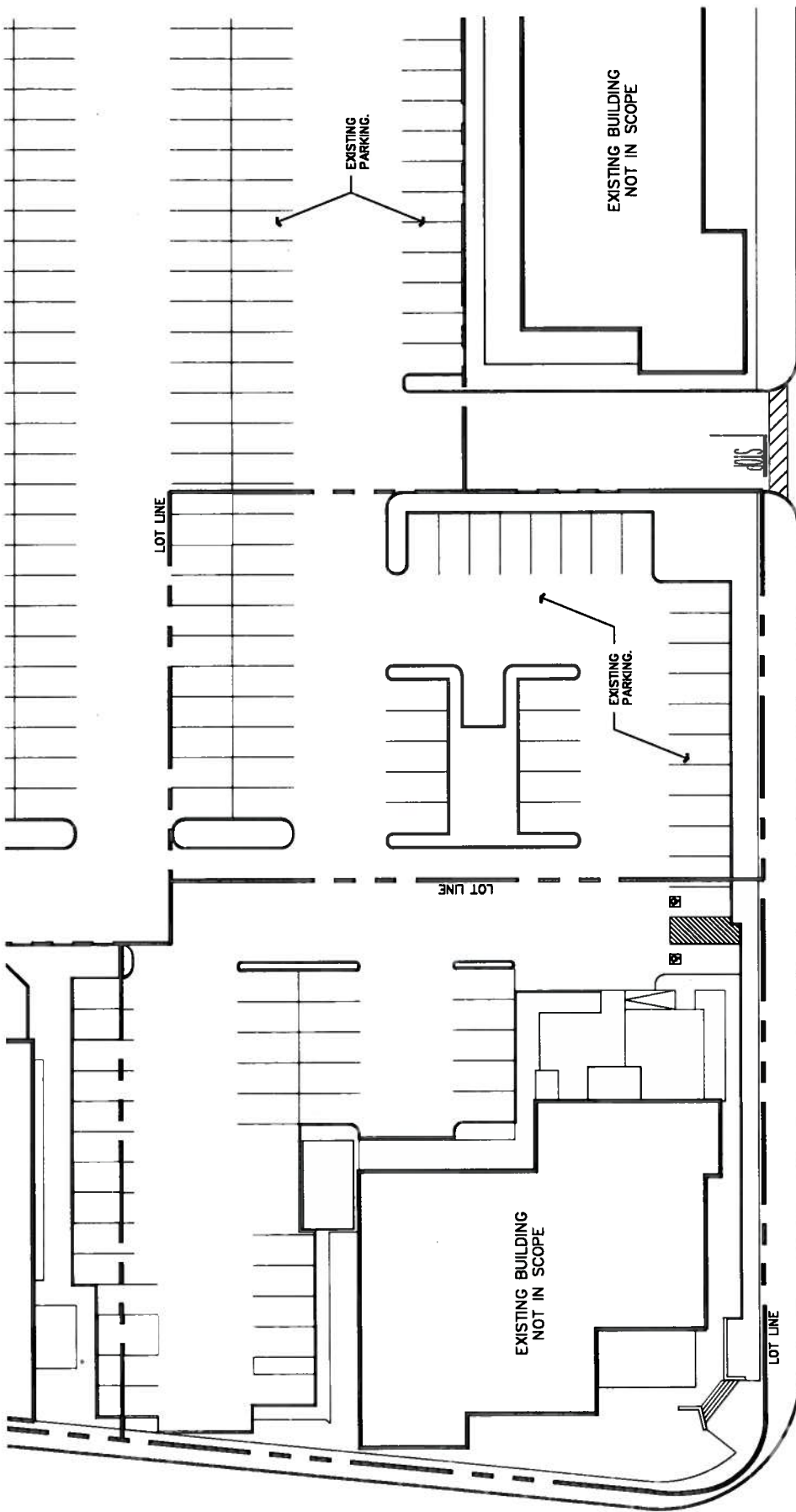
**EXHIBIT A**

**DESCRIPTION OF CITY PARCEL**

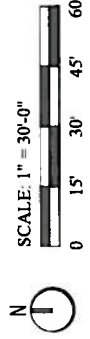
THAT PORTION OF LOT A OF TRACT NO. 486, IN THE CITY OF SOUTH GATE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGE(S) 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE SOUTHERLY 62.00 FEET OF LOT A, DISTANT THEREON NORTH 82° 36' 05" WEST 687.39 FEET FROM THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED AS PARCEL NO. 450.1 AND 452.1 IN DEED FROM LOS ANGELES COUNTY FLOOD CONTROL DISTRICT RECORDED JANUARY 22, 1982 AS INSTRUMENT NO. 82-78253, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 82° 36' 05" WEST 115.00 FEET; THENCE NORTH 7° 23' 55" EAST 175.00 FEET; THENCE SOUTH 82° 36' 05" EAST 115.00 FEET; THENCE SOUTH 7° 23' 55" WEST 175.00 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**  
**PROJECT DEVELOPMENT CONCEPT**



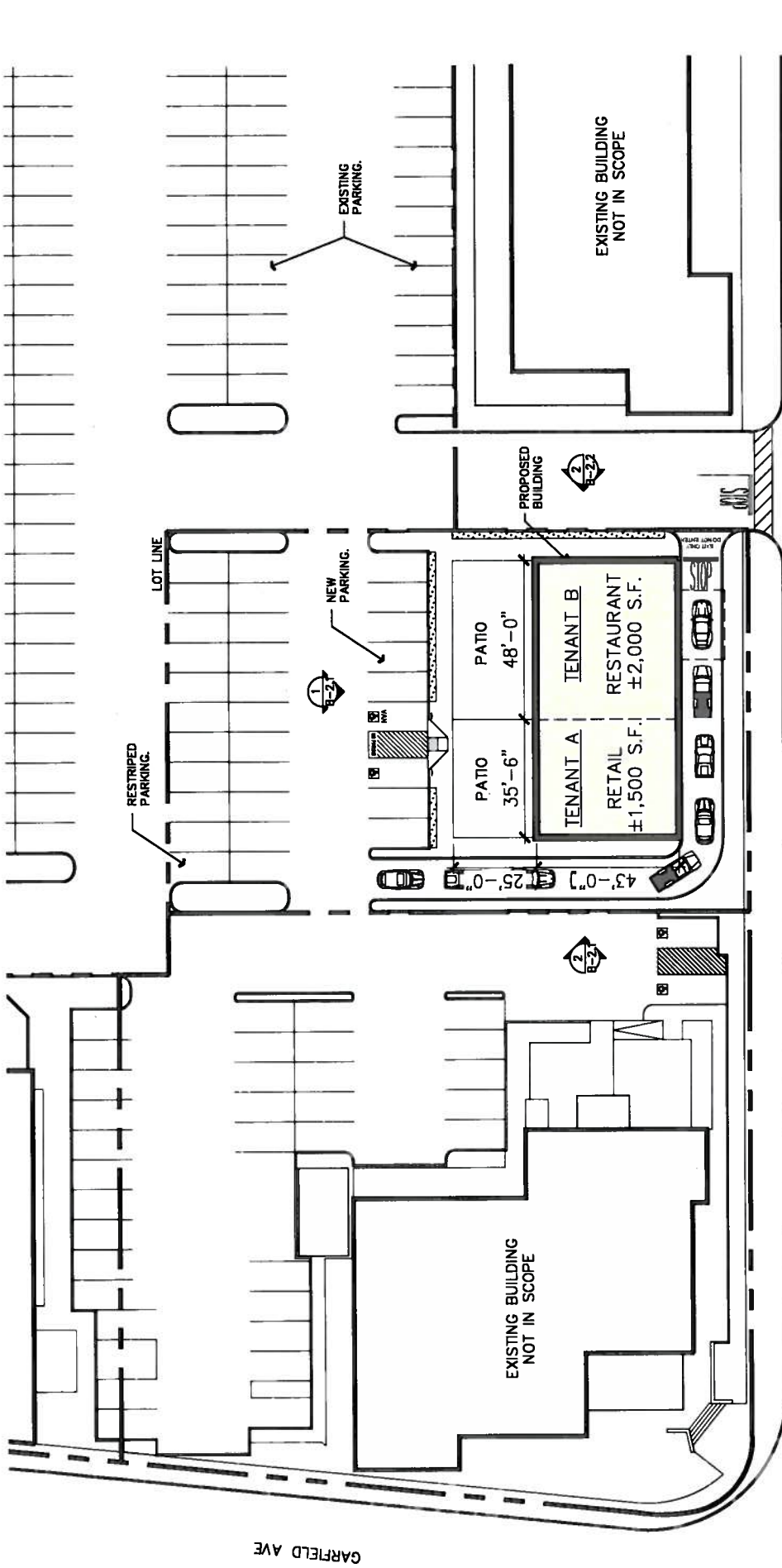
A-1.0



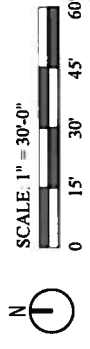
Existing Architectural Site Plan  
January 11, 2019

5821 Firestone Blvd - South Gate, CA  
a project for  
Asi Real Estate Investments

NOTE: Preliminary. NOT FOR CONSTRUCTION.  
The information is conceptual and subject to adjustments pending further verification and Client, Tenant, and Governmental Agency approvals.  
No warranties or guarantees of any kind are given or implied.  
HTH Architects, LLP - Copyright 2019



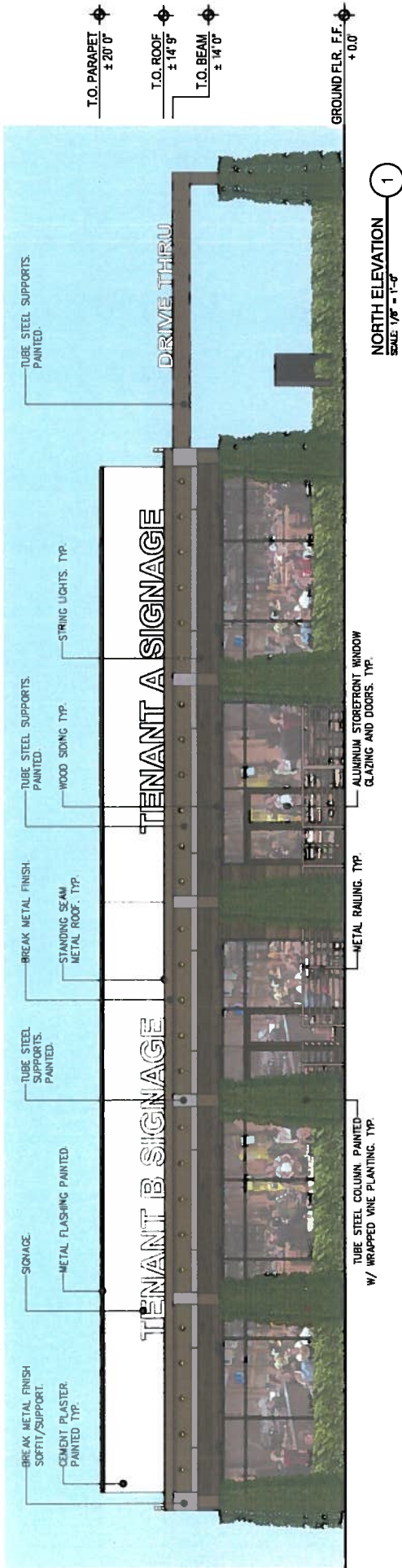
# A-1.1



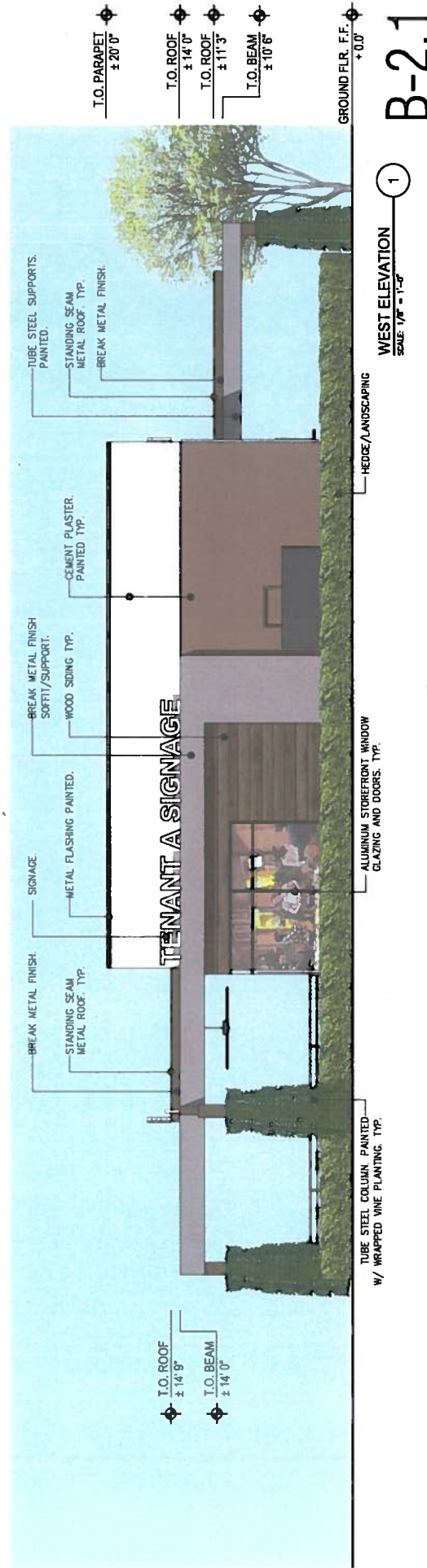
Concept Architectural Site Plan  
January 11, 2019

5821 Firestone Blvd - South Gate, CA  
a project for  
Asi Real Estate Investments

NOTE: Preliminary. NOT FOR CONSTRUCTION.  
The information is conceptual and subject to adjustments pending further verification and Client, Tenant, and Governmental Agency approvals.  
No warranties or guarantees of any kind are given or implied.  
HTH Architects, LLP - Copyright 2019



**NORTH ELEVATION**  
SCALE 1/8" = 1'-0"



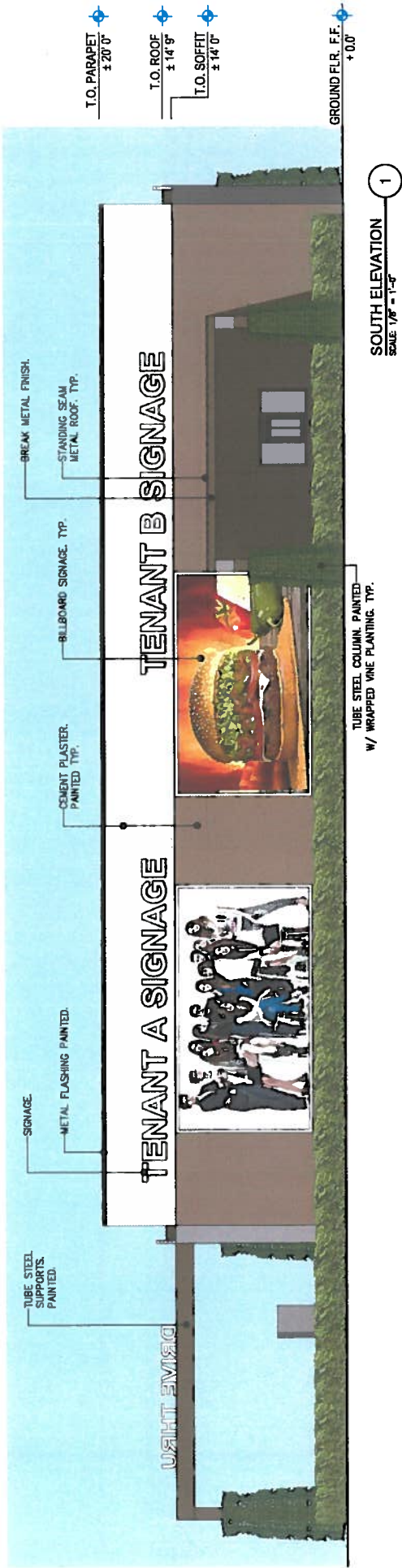
**WEST ELEVATION**  
SCALE 1/8" = 1'-0"

**B-2.1**

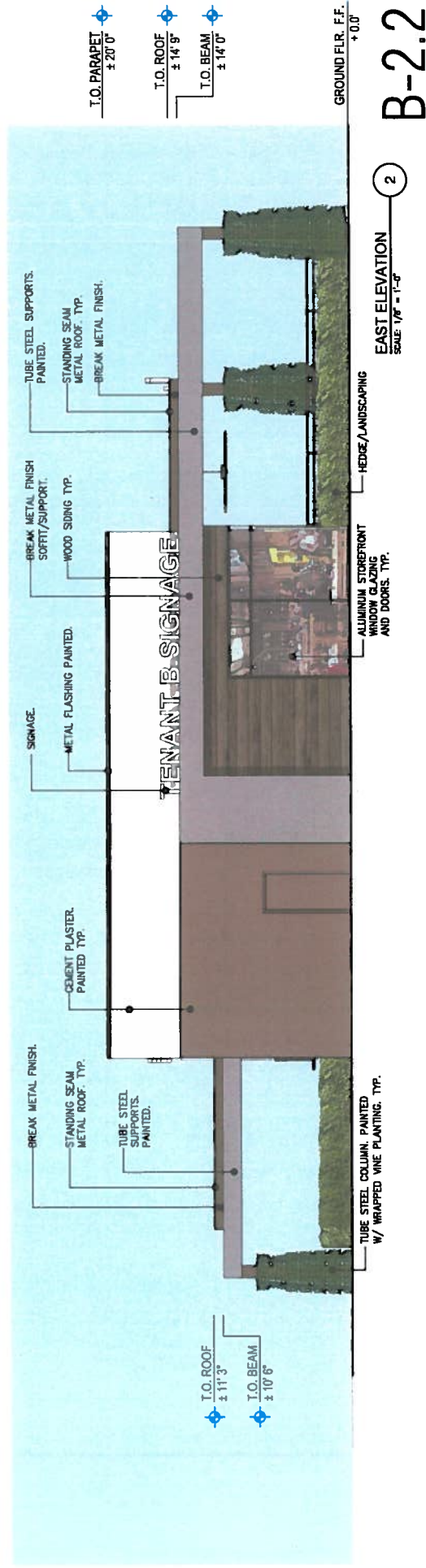
**5821 Firestone Blvd - South Gate, CA**  
a project for  
**Asi Real Estate Investments**

**HTH Architects**  
Concept Elevations  
January 11, 2019

NOTE: Preliminary. NOT FOR CONSTRUCTION.  
The information is conceptual and subject to adjustments pending further verification, and Client, Tenant, and Governmental Agency approvals.  
No warranties or guarantees of any kind are given or implied.  
HTH Architects, LLP - Copyright 2019



**SOUTH ELEVATION**  
SCALE 1/8" = 1'-0"



**EAST ELEVATION**  
SCALE 1/8" = 1'-0"

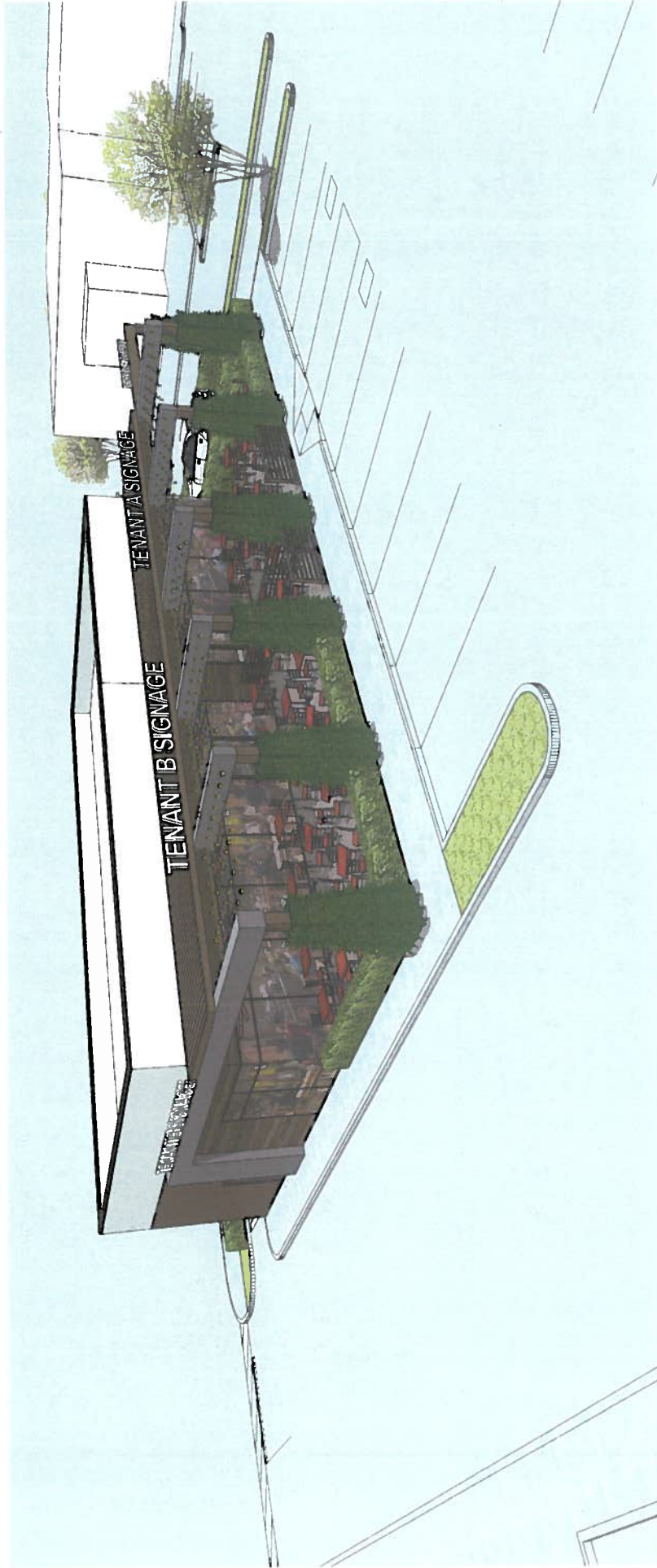
**B-2.2**



Concept Elevations  
January 11, 2019

5821 Firestone Blvd - South Gate, CA  
a project for  
Asi Real Estate Investments

NOTE: Preliminary, NOT FOR CONSTRUCTION.  
The information is conceptual and subject to adjustments pending further verification and Client, Tenant, and Governmental Agency approvals.  
No warranties or guarantees of any kind are given or implied.  
HTH Architects, LLP - Copyright 2019



# B-2.3



Concept Views  
 Northeast Perspective  
 January 11, 2019

5821 Firestone Blvd - South Gate, CA  
 a project for  
 Asi Real Estate Investments

NOTE: Preliminary. NOT FOR CONSTRUCTION.  
 The information is conceptual and subject to adjustments pending further  
 verification and Client, Tenant, and Governmental Agency approvals.  
 No warranties or guarantees of any kind are given or implied.  
 HTH Architects, LLP - Copyright 2019



# B-2.4



Concept Views  
 Northwest Perspective  
 January 11, 2019

5821 Firestone Blvd - South Gate, CA  
 a project for  
 Asi Real Estate Investments

NOTE: Preliminary, NOT FOR CONSTRUCTION.  
 The information is conceptual and subject to adjustments pending further  
 verification and Client, Tenant, and Governmental Agency approvals.  
 No warranties or guarantees of any kind are given or implied.  
 HTH Architects, LLP - Copyright 2019





B-2.5

NOTE: Preliminary NOT FOR CONSTRUCTION.  
 The information is conceptual and subject to adjustments pending further verification and Client, Tenant, and Governmental Agency approvals.  
 No warranties or guarantees of any kind are given or implied.  
 HTH Architects, LLP - Copyright 2019

5821 Firestone Blvd - South Gate, CA  
 a project for  
 Asi Real Estate Investments

Concept Views  
 Enlarged Northwest Perspective  
 January 11, 2019  
**HTH**  
 Architects



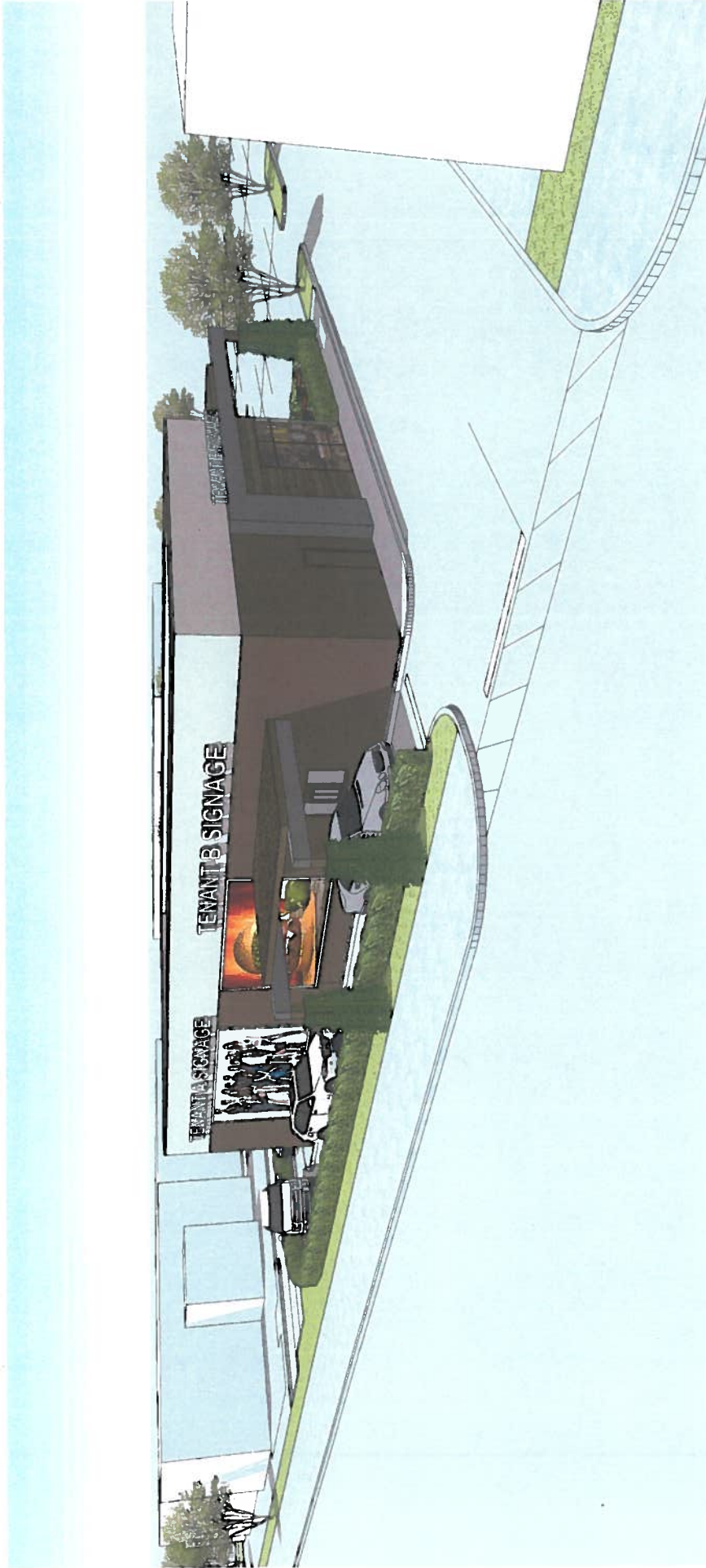
B-2.6



Concept Views  
 Southeast Perspective  
 January 11, 2019

5821 Firestone Blvd - South Gate, CA  
 a project for  
 Asi Real Estate Investments

NOTE: Preliminary. NOT FOR CONSTRUCTION.  
 The information is conceptual and subject to adjustments pending further  
 verification and Client, Tenant, and Governmental Agency approvals.  
 No warranties or guarantees of any kind are given or implied.  
 HTH Architects, LLP - Copyright 2019



B-2.7

5821 Firestone Blvd - South Gate, CA  
 a project for  
 Asi Real Estate Investments

Concept Views  
 Southeast Perspective  
 January 11, 2019



NOTE: Preliminary NOT FOR CONSTRUCTION.  
 The information is conceptual and subject to adjustments pending further  
 verification and Client, Tenant, and Governmental Agency approvals.  
 No warranties or guarantees of any kind are given or implied.  
 HTH Architects, LLP - Copyright 2019

**EXHIBIT C**

**GRANT DEED**

**FREE RECORDING REQUESTED BY**

City of South Gate  
8650 California Avenue  
City of South Gate, California 90280  
Attention: Executive Director

**AND WHEN RECORDED RETURN TO AND  
MAIL TAX STATEMENTS TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Space Above This Line for Recorder's Office Use Only)  
(Exempt from Recording Fee per Gov. Code §6103)

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CITY OF SOUTH GATE, a California municipal corporation ("**Grantor**") hereby grants to \_\_\_\_\_ ("**Grantee**"), that certain real property in the City of South Gate, County of Los Angeles, State of California, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("**Site**").

1. **Governing Restrictions.** The Site is conveyed subject to the following:
  - a) All easement, covenants, conditions, restrictions, rights and encumbrances of record.
  - b) That certain Disposition and Development Agreement dated \_\_\_\_\_, 2019 by and between Grantor and Grantee ("**DDA**") which is a public record on file with the Secretary of the Grantor located at 8650 California Avenue, South Gate, California 90280, California, and is hereby incorporated by reference.
  - c) That certain Declaration of Covenants, Conditions and Restrictions of even date herewith made by Grantee as "Declarant" in favor of Grantor and the City of South Gate, which was recorded concurrently with this Deed.

2. **Non-Discrimination.** Grantee covenants that there shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital/familial status, age, ancestry, national origin, disability or other handicap in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the Site, or any portion thereof, nor shall Grantee, or any person claiming under or through Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees,

or vendees of the Site or any portion thereof. The nondiscrimination and non-segregation covenants contained herein shall remain in effect in perpetuity.

**3. Form of Nondiscrimination Clauses in Agreements.** Grantee shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, sexual orientation, marital/familial status, age, ancestry, national origin, disability or other handicap of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

(a) **Deeds:** In deeds the following language shall appear: "The grantee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital/familial status, age, ancestry, national origin, disability or other handicap in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee itself, or any persons claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) **Leases:** In leases the following language shall appear: "The lessee herein covenants by and for itself, its heirs, executors, administrators, successors, and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital/familial status, age, ancestry, national origin, disability or other handicap in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

(c) **Contracts:** In contracts pertaining to conveyance of the realty the following language shall appear: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital/familial status, age, ancestry, national origin, disability or other handicap in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

The foregoing covenants shall remain in effect in perpetuity.

**4. Mortgage Protection.** No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument permitted by and approved by Grantor pursuant to the DDA; provided, however, that

any successor of Grantee to the Site shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

5. **Covenants to Run With the Land.** The covenants contained in this Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title, and shall be binding upon Grantee, its heirs, successors and assigns to the Site, whether their interest shall be fee, easement, leasehold, beneficial or otherwise.

6. **Counterparts.** This Grant Deed may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers or agents hereunto as of the date first above written.

**GRANTOR:**  
CITY OF SOUTH GATE

Date: \_\_\_\_\_, 2019

\_\_\_\_\_  
Jorge Morales, Mayor

**ATTEST:**

\_\_\_\_\_  
Carmen Avalos, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Raul F. Salinas, City Attorney

**ACCEPTANCE BY GRANTEE**

By its acceptance of this Deed, Grantee hereby agrees as follows:

1. Grantee expressly understands and agrees that the terms of this Deed shall be deemed to be covenants running with the land and shall apply to all of the Grantee's successors and assigns (except as specifically set forth in the Deed).
2. The provisions of this Deed are hereby approved and accepted.

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

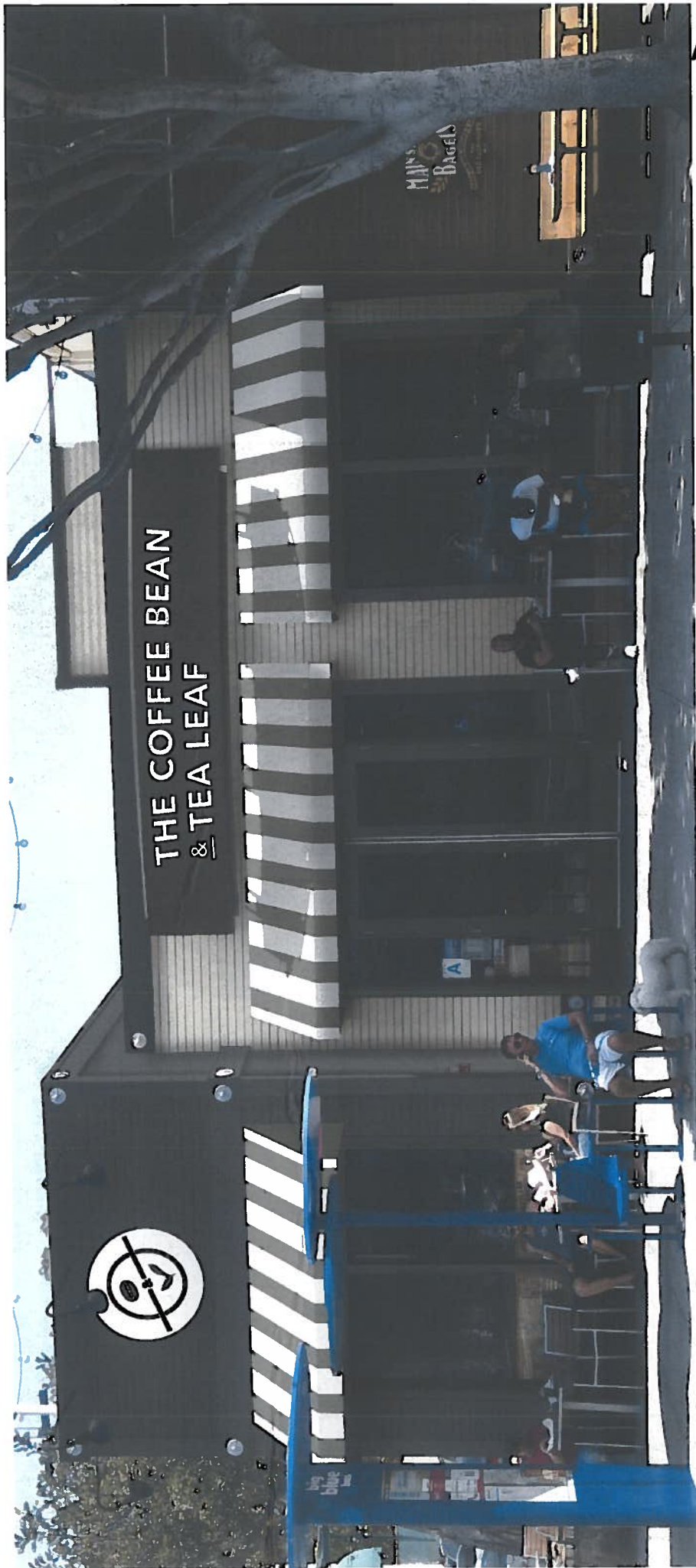
**EXHIBIT D**

**SCHEDULE OF PERFORMANCE**

It is understood that the foregoing Schedule is subject to all of the terms and conditions of the text of the Agreement. The summary of the items of performance in this Schedule is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule and the text of the Agreement, the text shall govern the City Manager shall have the authority on behalf of City to extend the time for performance as permitted in Section 705.

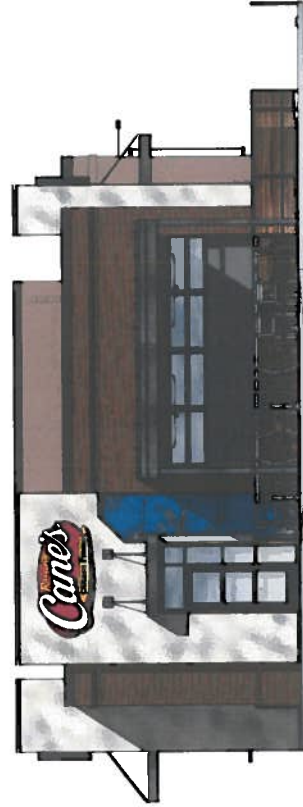
	<u><i>Item of Performance</i></u>	<u><i>Time for Performance</i></u>
1.	Effective Date.	Upon mutual execution of the Agreement by both Parties.
2.	Escrow Opening Date.	Five (5) business days from the Effective Date.
3.	Developer submits proof of insurance. (Section G.707.1)	General Liability – Complete All other insurance – No later than seven (7) days before commencement of construction.
4.	Developer submits Final Construction Drawings for City review in compliance with Agreement.	No later than thirty (30) days before the commencement of construction.
5.	Developer submits draft loan and other financing documents if applicable.	No later than sixty (60) days before the commencement of construction.
7.	“Closing Date”; recordation of Grant Deed and Agreement Containing Covenants Affecting Real Property.	Provided that Developer has met the requirements set forth in this Agreement, thirty (30) days from City’s receipt of Developer’s notice of Closing but in no event later than September 30, 2019.
8.	Developer commences or cause to commence grading and site work for construction of the Project.	No later than ninety (90) days after the Closing Date.
11.	Project Completion.	No later than one (1) year after the Closing Date.



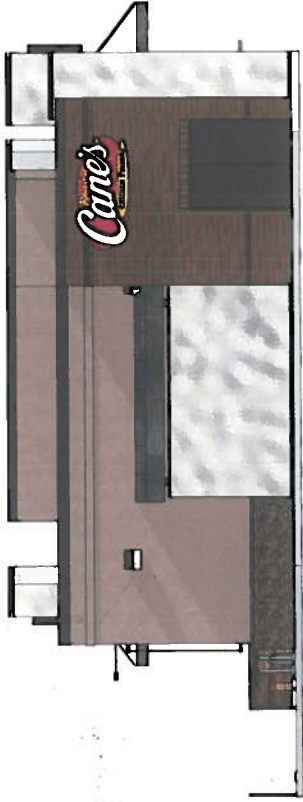




**PROTOTYPE 4 ERD I : ELEVATIONS**



**Front Elevation**  
Scale: 1/4" = 1'-0"



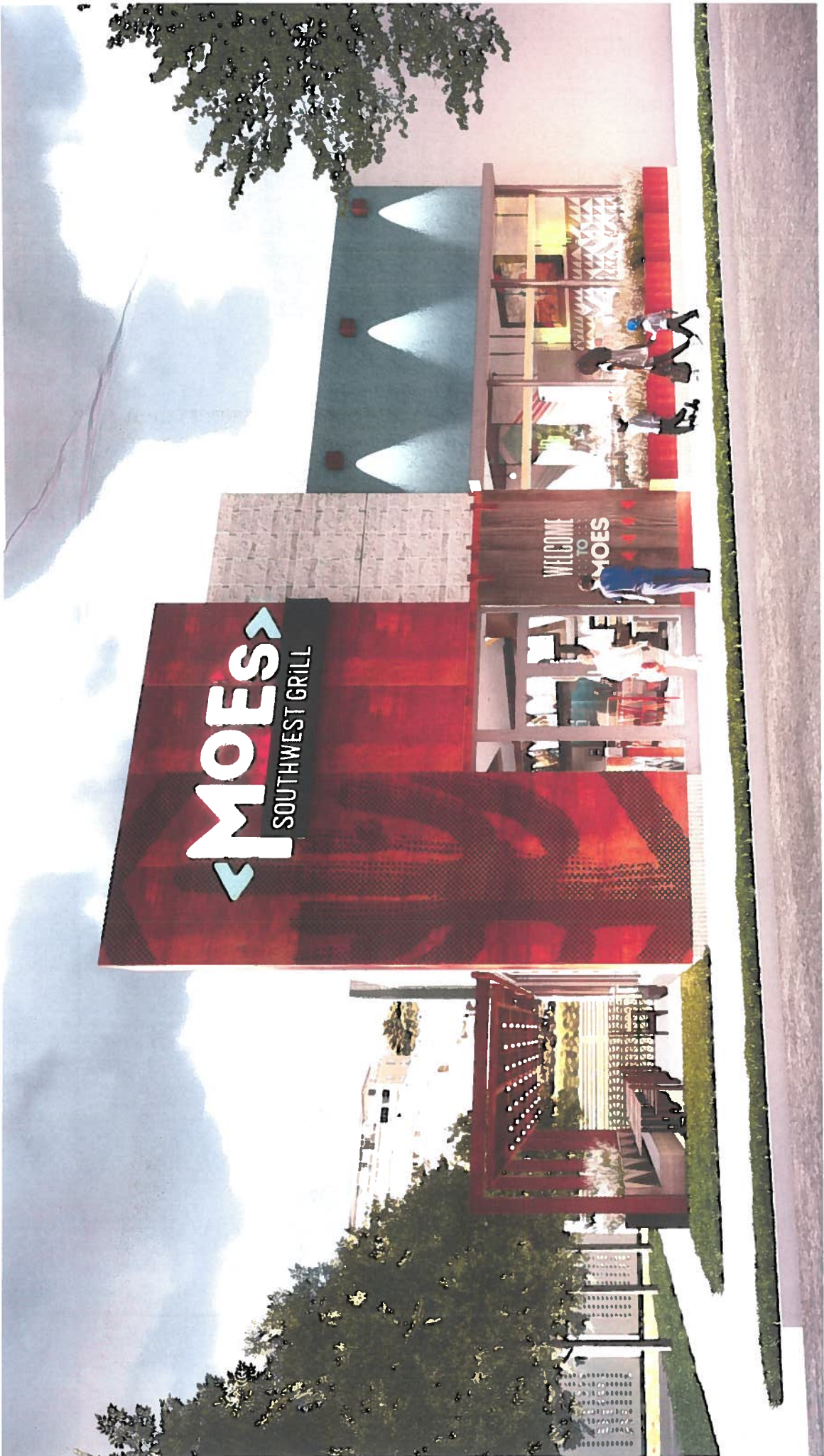
**Rear Elevation**  
Scale: 1/4" = 1'-0"



**Side Entry Elevation**  
Scale: 1/4" = 1'-0"



**Drive Thru Elevation**  
Scale: 1/4" = 1'-0"



**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 to consider adoption of a resolution approving a Disposition and Development Agreement (“DDA”) for the sale of property located at 5821 Firestone Blvd., in the City of South Gate, CA.

**DATE OF HEARING:** Tuesday, April 23, 2019

**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:** Citywide

**PROJECT DESCRIPTION:** Resolution approving a Disposition and Development Agreement (“DDA”) for the sale of property located at 5821 Firestone Blvd., in the City of South Gate.

**ENVIRONMENTAL REVIEW:** Passage of the proposed amendment would be deemed to be a “Project” under the California Environmental Quality Act, pursuant to Section 15378 of the State CEQA Guidelines codified at 14 CCR § 13578. However, that project has also been deemed Categorical Exempt under Section 15061 (b)(3) of the State CEQA Guidelines codified at 14 CCR § 15061, which states “A project is exempt from CEQA if: [. . . the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA].”

**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 resolution 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:** Dianne Guevara, Management Analyst  
**Phone:** 323-563-9535  
**E-mail:** [dguevara@sogate.org](mailto:dguevara@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 323-563-9535

**Published: April 12, 2019**

RECEIVED

Item No. 6

APR 17 2019

City of South Gate  
CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

8:35am

AGENDA BILL

For the Regular Meeting of: April 23, 2019  
Originating Department: Administrative Services

Department Director:

  
Jackie Acosta

City Manager:

  
Michael Flad

**SUBJECT:** FY 2019/20 MUNICIPAL BUDGET

**PURPOSE:** To hear presentations on the FY 2019/20 Municipal Budget from the Department Directors and hold a public hearing.

**RECOMMENDED ACTIONS:** The City Council will:

- a. Hear presentations from the Director of Parks & Recreation and the Police Chief on their proposed Fiscal Year 2019/20 departmental budgets; and
- b. Open the Public Hearing, take public testimony, and continue the Public Hearing to May 7, 2019.

**FISCAL IMPACT:** None

**ALIGNMENT WITH COUNCIL GOALS:** This item will further staff's ability to accomplish Work Program Item #35 which is to adopt a responsible and on-time Fiscal Year 2019/20 Municipal Budget.

**ANALYSIS:** The City is required to annually adopt a budget with sets forth the goals, objectives and work program for the City and authorizes a spending plan necessary to accomplish said goals, objectives and work program. The steps of the budget process necessary to culminate in the adoption of the Fiscal Year 2019/20 Municipal Budget include:

April 5, 2019	Budget kick-off meeting with accomplishments from Fiscal Year 2017/18, overview of budget issues, review of Capital Improvement Program (CIP), review of Economic Development Strategic Plan and discussion of strategic planning and goal setting.
April 23, 2019	Departmental presentations, budget discussions and Public Hearing.
May 7, 2019	Budget overview, departmental presentations, budget discussions and continued Public Hearing.
May 14, 2019	Continued budget overview, departmental presentations, budget discussions and continued Public Hearing.
May 28, 2019	Continued Public Hearing and budget adoption.

**BACKGROUND:** The proposed Fiscal Year 2019/20 Municipal Budget is currently being prepared and will be distributed to the City Council early in May. The proposed budget sets forth the funding necessary to implement the goals, objectives and work program for the City for Fiscal Year 2019/20,

as well as to continue the trend started in Fiscal Year 2015/16 which is to continually increase funding of the City's reserves.

At tonight's meeting, the City Council will hear departmental budget presentations from the Director of Parks & Recreation and the Chief of Police, hold the Public Hearing, continue the Public Hearing to the May 7, 2019 City Council meeting, discuss the proposed budget, and provide direction to staff as deemed appropriate.

At the May 7, 2019 meeting, the City Council will receive an overview of the proposed Fiscal Year 2019/20 Municipal Budget from the City Manager and the Director of Administrative Services, hear departmental budget presentations from the Director of Community Development and the Assistant City Manager/Director of Public Works, hold the Public Hearing, continue the Public Hearing to the May 14, 2019 City Council meeting, as well as have additional budget discussions, as necessary.

At the May 14, 2019 meeting, the City Council will hear a departmental budget presentation from the City Manager, Director of Administrative Services and the City Clerk, hold the Public Hearing, continue the Public Hearing to the May 28, 2019 City Council meeting, and continue budget discussions, as necessary.

At the May 28, 2019 meeting, the City Council will continue budget discussions, as necessary, hold the Public Hearing, close the Public Hearing, and consider adopting the Fiscal Year 2019/20 Municipal Budget.

In order to be transparent and provide the public with the opportunity to review and comment on the proposed budget, the City Council and staff have been distributing flyers inviting participation in the budget process. Additionally, the Fiscal Year 2019/20 proposed budget and copies of the departmental budget PowerPoint presentations will be available on the City's website under the "Budgets & Financial Transparency" link on the "Government" page as soon as they become available. The link is: <http://cityofsouthgate.org/153/Budgets-Financial-Transparency>

**ATTACHMENTS:** None

RECEIVED

City of South Gate  
CITY COUNCIL

Item No. 7

APR 17 2019

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

AGENDA BILL

For the Regular Meeting of: April 23, 2019

Originating Department: Public Works

Department Director: \_\_\_\_\_

Arturo Cervantes

City Manager: \_\_\_\_\_

Michael Flad

**SUBJECT: FISCAL YEAR 2019/20 STREET LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 1 – RESOLUTIONS TO PRELIMINARY APPROVE THE ENGINEER’S REPORT, TO DECLARE THE CITY’S INTENTION TO LEVY AND COLLECT ASSESSMENTS, AND TO SET A PUBLIC HEARING**

**PURPOSE:** Annually, the City Council undertakes certain proceedings to levy and collect assessments within the Street Lighting and Landscape Maintenance District No. 1 (District). On January 22, 2019, the City Council initiated the proceedings. The next steps are to adopt resolutions to approve a preliminary Engineer’s Report, declare the City’s intention to levy and collect assessments and to set a public hearing.

**RECOMMENDED ACTIONS:**

- a. Adopt Resolution preliminarily approving the Engineer’s Report for the proceedings of the Fiscal Year 2019/20 Annual Levy of Assessments within the Street Lighting and Landscape Maintenance District No.1; and
- b. Adopt Resolution declaring the City’s intention to levy and collect assessments under the Fiscal Year 2019/20 annual levy and collection of assessments within the Street Lighting and Landscape Maintenance District No. 1, and setting a Public Hearing for May 28, 2019.

**FISCAL IMPACT:** The proposed assessment for a single parcel is \$2.38 per adjusted front footage, which amount has not changed for more than two decades. The revenue for Fiscal Year (FY) 2019/20 is estimated to be \$1,993,431, while the cost of maintaining the District is estimated to be \$2,913,530. The estimated operating shortfall of \$920,099 will be funded by the General Fund.

**ANALYSIS:** The amount of the assessment has not changed since the District was created more than two decades ago. The total in revenue from the assessment has remained approximately constant while the total cost of maintaining the District has increased.

The District operates pursuant to the Landscape and Lighting Act of 1972 (California Streets and Highways Code). Formed in 1981, the District revenues can be used within the boundaries of the District for operations and maintenance of (a) landscaping (trees, shrubs, grass, other ornamental vegetation), (b) appurtenant facilities (illumination signs, decorative fixtures, hardscapes, street furniture, irrigation systems, drainage devices, etc.), and (c) street lighting and traffic signals, located in public places. The District encompasses the entire City limits.

The District finances operate with a revenue shortfall which is covered by the General Fund. Following direction from the City Council, staff conducted an analysis to determine the feasibility of increasing the assessment within the existing District to cover the revenue shortfall. Feasible alternatives recommended the creation of new districts to supplement the revenue from the District.

New districts are created via separate and independent proceedings. As such, staff is not proposing to increase the assessment rates as a part of these proceedings.

**BACKGROUND:** Each year, the City Council undertakes certain proceedings to levy and collect assessments in the City's Street Lighting and Landscape Maintenance District No. 1 (District). The proceedings before the City Council are for Fiscal Year 2019/20.

On January 22, 2019, the City Council adopted Resolution No. 7843 to initiate the proceedings for FY 2019/20, and directed the Engineer's Report to be prepared. The next steps in the proceeding can be achieved by adopting resolutions, which will accomplish the following:

- Declare the City's intention to levy and collect assessments in FY 2019/20 within the District;
- Set a public hearing for May 28, 2019. At that time the City Council will, (a) consider and determine whether to levy the proposed annual assessment, and (b) hear all protests related to (i) said proposed proceedings, (ii) the estimate of the cost and expenses of the proposed maintenance, and/or (iii) the proposed annual assessment. Any and all persons interested may file a written protest prior to the conclusion of the hearing referred to herein; and
- Preliminarily approve the Engineer's Report which is the document required to set the amount of the assessment. The Engineer's Report contains the following: Description of the District, District budget, an analysis of revenue needs, a benefit analysis, the total parcels located within the District and the amount to be assessed.

The schedule for the assessment proceedings is as follows:

<b>Date</b>	<b>Council Action</b>
1/22/2019	City Council adopted Resolution No. 7843 initiating proceedings to levy assessments and to order the preparation of the Engineer's Report.
04/23/2019	1. Adopt Resolution approving the Engineer's Report. 2. Adopt Resolution declaring the City's intention to levy and collect assessments, and to set a public hearing on May 28, 2019.
05/28/2019	1. Conduct a public hearing to receive public input on the levy and proceedings. 2. Adopt Resolution ordering the levy of the assessments and setting the assessment rate.
08/05/2019	Deadline for filing Assessment Roll

An Assessment District creates an authority to levy a fee to a specific geographic area or parcels of land which have been identified as receiving a direct "special benefit" from a public improvement. The District enables the City to provide enhanced levels of landscape maintenance and street lighting along City streets. These landscape and lighting improvements are considered to be of special benefit to the properties within the City boundaries. The funding for the maintenance and services is provided through annual assessments paid by the benefiting property owners within the District. In order for the City to continue to levy and collect assessments within the District for the FY 2019/20, an Annual Report must be prepared and the City Council must conduct a public hearing as required by the Landscaping and Lighting Act of 1972.

The City is making every effort to reduce operations and maintenance costs, inclusive of energy costs, within the District by working towards improving the street light systems citywide. To date, the City has upgraded approximately 45% of the street light system with LED lights and "multiple" circuits. This has led to a more energy efficient street light system. The cost in energy savings is estimated to be \$340,000 annually.



- ATTACHMENTS:**
- A. Proposed Resolution preliminarily approving the Engineer's Report (Exhibit A: 2019/20 Engineer's Annual Levy Report is available for review in the City Clerk's office)
  - B. Proposed Resolution declaring the City's intention and setting a Public Hearing

KT:lc

**RESOLUTION NO. \_\_\_\_\_**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SOUTH GATE, CALIFORNIA, PRELIMINARILY APPROVING  
THE ENGINEER'S REPORT FOR THE PROCEEDINGS OF  
THE FISCAL YEAR 2019/20 ANNUAL LEVY OF  
ASSESSMENTS WITHIN THE STREET LIGHTING AND  
LANDSCAPE MAINTENANCE DISTRICT NO. 1**

**WHEREAS**, the City Council of the City of South Gate (City Council), pursuant to the terms of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California, adopted Resolution No. 7843, initiating proceedings for the annual levy of assessments within a special maintenance district, said special maintenance district known and designated as Street Lighting and Landscape Maintenance District No. 1 (hereinafter referred to as the "Maintenance District"); and

**WHEREAS**, the City Council was presented with an Engineer's Report, dated April 6, 2019, attached hereto as Exhibit "A" (hereinafter referred to as the "Report"), as required by said Division 15 of the California Streets and Highways Code and as previously directed by Resolution No. 7843; and

**WHEREAS**, the City Council examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the assessments, on a preliminary basis, have been spread in accordance with the special benefits received from the improvements to be maintained, as set forth in said Report;

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

**SECTION 1.** The above recitals are all true and correct.

**SECTION 2.** The Report as presented consists of the following:

A. Plans and specifications describing the general nature, location and extent of the existing improvements to be maintained are on file in the City Engineer's office. No new improvements or any substantial changes in existing improvements are proposed for the next fiscal year; all improvements to be maintained are in existing public streets or sidewalks of the City;

B. Estimate of cost, including the amount of the annual installment for the forthcoming fiscal year;

C. Diagram of the Maintenance District;

D. Assessment of the estimated costs of the improvements, including the amount of individual annual installments for the next fiscal year. No assessments on any parcels within the Maintenance District are to be increased from those levied for the last fiscal year.

**SECTION 3.** The City Council hereby declares that the Maintenance District and the associated assessments as outlined in the Engineer's Report are in compliance with the provisions of the California Constitution Article XIID.

**SECTION 4.** The City Council hereby approves the Engineer's Report on a preliminary basis, and orders it to be filed in the Office of the City Clerk as a permanent record and to remain accessible to public inspection.

**SECTION 5.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption, and the minutes of this meeting shall so reflect the presentation of the Assessment Engineer's Report.

**PASSED, APPROVED and ADOPTED this 23<sup>rd</sup> day of April 2019.**

**CITY OF SOUTH GATE:**

\_\_\_\_\_  
Jorge Morales, Mayor

**ATTEST:**

\_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

**DRAFT**  
\_\_\_\_\_  
Raul F. Salinas, City Attorney

**RESOLUTION NO. \_\_\_\_\_**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SOUTH GATE, CALIFORNIA, DECLARING THE CITY'S  
INTENTION TO LEVY AND COLLECT ASSESSMENTS  
UNDER THE FISCAL YEAR 2019/20 ANNUAL LEVY AND  
COLLECTION OF ASSESSMENTS WITHIN THE STREET  
LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT  
NO. 1, AND SETTING A PUBLIC HEARING FOR MAY 28,  
2019**

**WHEREAS**, the City Council of the City of South Gate, (City Council) previously formed a special maintenance district pursuant to the terms of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California, such special maintenance district known and designated as Street Lighting and Landscape Maintenance District No. 1 (hereinafter referred to as the "Maintenance District"); and

**WHEREAS**, on January 22, 2019, the City Council adopted Resolution No. 7843 initiating proceedings for the annual levy of the Fiscal Year 2019/20 assessments and ordering preparation of an Engineer's Report for the District; and

**WHEREAS**, at this time the City Council desires to undertake proceedings to provide for the annual levy of assessments for the next fiscal year to finance the costs and expenses necessary to pay for the maintenance of the improvements in said Maintenance District; and

**WHEREAS**, the City Council has approved the Engineer's Report, as required by law, and is desirous of continuing with the proceedings for said annual levy;

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

**SECTION 1.** The above recitals are all true and correct.

**SECTION 2.** The public interest and convenience requires, and it is the intention of this legislative body, to levy and collect assessments to pay the annual costs and expenses for the maintenance and/or servicing of such improvements, from those parcels which specially benefit from improvements described below from the above-referenced

Maintenance District, and said improvements are generally described as follows:

The operation, maintenance and servicing of the following improvements, all within existing public streets or public sidewalks of the City:

- A. Landscaping, ornamental vegetation, including trees, shrubs, irrigation systems and drainage facilities, together with appurtenances.
- B. Public lighting, street lighting improvements and traffic signals, together with appurtenances.

**SECTION 3.** Said works of improvements are of special benefit to the properties within the boundaries of said Maintenance District, which Maintenance District the legislative body previously declared to be the area benefited by said works of improvements, and for particulars, reference is made to the boundary map as previously approved by this legislative body, a copy of which is on file in the Office of the City Clerk and open for public inspection, and is designated by the name of this Maintenance District.

**SECTION 4.** The annual Engineer's Report, as preliminarily approved by the City Council, shall (pursuant to a separate Resolution adopted by the City Council) promptly be placed on file with the City Clerk, and shall thereafter be accessible for public inspection. Reference is made to Report for a full and detailed description of the improvements to be maintained, the boundaries of the Maintenance District and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the Maintenance District.

**SECTION 5.** All costs and expenses of the works of maintenance and incidental expenses have been apportioned and distributed to the benefiting parcels in accordance with the special benefits received from the proposed work. No assessments on any parcels within the Maintenance District are to be increased from those as levied for the last fiscal year.

**SECTION 6.** Notice is hereby given that a public hearing is hereby scheduled in the regular meeting place of this legislative body, being the Council Chambers of City Hall, located at 8650 California Avenue, South Gate, CA on the 28<sup>th</sup> day of May 2019 at 6:30 p.m.

At that time the legislative body will consider and finally determine whether to levy the proposed annual assessment, and to hear all protests relating to said proposed proceedings, or the estimate of the cost and expenses of the proposed maintenance, or the proposed annual assessment. Any and all persons interested may file a written protest prior to the conclusion of the hearing referred to herein or, having filed such a protest, may file a written withdrawal of that protest. A written protest must state all grounds of objection. A protest by a property owner must contain a description sufficient to identify the property owned by such person.

Any interested person may mail a protest to the following address:

City Clerk  
City of South Gate  
8560 California Avenue  
South Gate, CA 90280

To be considered by the legislative body, all protests must be received prior to the conclusion of the public hearing. A postmark prior to such date and time will not be sufficient.

**SECTION 7.** The City Clerk is hereby authorized and directed to give notice as required by law by causing a copy of this Resolution to be published in the *Los Angeles Wave* newspaper, a newspaper of general circulation within the City of South Gate; said publication to be completed not less than ten (10) days prior to the date set for the public hearing.

**SECTION 8.** For any and all information relating to these proceedings, including information relating to protest procedure, your attention is directed to the person designated below:

Director of Public Works  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280

**SECTION 9.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

**PASSED, APPROVED and ADOPTED this 23<sup>rd</sup> day of April 2019.**

**CITY OF SOUTH GATE:**

\_\_\_\_\_  
Jorge Morales, Mayor

**ATTEST:**

\_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

**DRAFT**

\_\_\_\_\_  
Raul F. Salinas, City Attorney

RECEIVED

Item No. 8

APR 16 2019

City of South Gate  
CITY COUNCIL

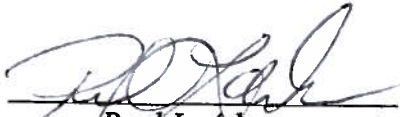
CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

1:50pm

AGENDA BILL

For the Regular Meeting of: April 23, 2019  
Originating Department: Parks & Recreation

Department Director:

  
Paul L. Adams

City Manager:

  
Michael Flad

**SUBJECT: RESOLUTION REQUESTING THE LOCAL AGENCY FORMATION COMMISSION FOR THE COUNTY OF LOS ANGELES (LAFCO) TO INITIATE PROCEEDINGS FOR THE FORMATION OF THE LOWER LOS ANGELES RIVER RECREATION AND PARKS DISTRICT**

**PURPOSE:** To allow the City to act as applicant in initiating the process of forming the Lower Los Angeles River Recreation and Parks District (District) with the Local Area Formation Commission (LAFCO).

**RECOMMENDED ACTIONS:**

- a. Adopt Resolution initiating the application to the Los Angeles Local Area Formation Commission for the formation of the Lower Los Angeles River Recreation and Parks District;
- b. Direct staff to take steps necessary to complete the application process on behalf of the City;
- c. Appropriate \$15,000 from the unassigned General Fund balance to Account No. 100-401-61-6101 (Professional Services) to fund the \$7,500 application fee and up to \$7,500 of consultant services as required;
- d. Authorize the Director of Parks & Recreation to execute, on behalf of the City, all documents required to submit, process and implement said application in a form acceptable to the City Attorney; and
- e. Approving the Categorical Exemption for the proposed annexation under the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 20, as a change in the organization of local agencies.

**FISCAL IMPACT:** Funds were not included in the Fiscal Year 2018/19 budget for this item; therefore, if the City Council approves this item, funds, in the amount of \$15,000, will need to be appropriated from the unassigned General Fund balance. Once the District is formed, the City may request reimbursement of these costs.

**ALIGNMENT WITH COUNCIL GOALS:** This action is consistent with several of the City Council's Work Program items to support and participate in planning activities related to the Los Angeles River Revitalization Master Plan and associated Working Group.

**ANALYSIS:** In September of 2016, California Senate Bill 1374, sponsored by former Senator Ricardo Lara, was signed into law authorizing the formation of the Lower Los Angeles River Recreation and

Parks District (District). This District would be responsible for coordination of park developments and activities along the Los Angeles River that exceed the boundaries of the individual cities.

By providing a District to assist with advancing recreational opportunities along the river, there will be greater access to funding and the burden of organizing activities, ensuring public safety and developing additional facilities will be shared or in some cases, lifted from individual cities.

The District will be funded, in part, through property taxes, but will not reduce any tax dollars received by the member cities. As specified in the legislation, the board of the District will be appointed by the county and member cities. Staff is recommending that the City Council authorize the City to act as the lead applicant for the formation process.

**BACKGROUND:** A recently released study by the Los Angeles County Department of Parks and Recreation identified the region around the Lower Los Angeles River as one of the most park-poor areas in LA County. According to the report, the City of Maywood has 0.3 park acres per 1000 residents, whereas the county-wide average is 3.3 acres per 1000 residents. The City of Bell has just 0.4 acres per 1000 residents. The City of Cudahy has just 19.8 acres of park space in a city of 24,164 people. Of the 32 parks in the city, 1 was rated as “good”. The other 31 were rated as “fair” or “poor”.

The single biggest barrier to develop new parks is the lack of funding. The recently approved state water bond (Proposition 1) does provide funding opportunities for the revitalization of the Lower Los Angeles River watershed, including a \$30 million direct allocation to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, and a share of \$100 million for urban creek restoration. But those funds are strictly limited to acquisition and development of facilities, and cannot be used for operation or maintenance of park facilities.

A lack of local resources often means that parks cannot be developed, or if they are, they cannot be properly maintained. Increasing interest for more recreational opportunities along the Los Angeles River may also place an undue burden on those communities that do have park facilities adjacent to the river. As a regional issue, there needs to be a regional solution.

The Lower LA River flows through many disadvantaged communities, where residents are disproportionately impacted by poor air quality from local heavy industry and congested transportation corridors, and suffer from a severe lack of access to recreational opportunities and outdoor park space.

While the Lower LA River serves an important purpose as a flood protection and control channel, it also presents a unique opportunity for open space, urban greening, and as a recreational resource for the region. With numerous recent developments, including the creation of a Lower Los Angeles River Working Group to develop a revitalization plan, the City’s Los Angeles River Revitalization Master Plan, and multiple conversations about a new vision for the river, there is a growing local interest in transformation of the river.

Parks have many beneficial impacts on communities such as encouraging physical activity, improving health and fitness, reducing urban heating effects and air pollution, reducing greenhouse gas emissions through trees and greenery, and providing important economic benefits. Working in collaboration with the Working Group and the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC), a Lower Los Angeles River Recreation and Park District will help to promote the development of open space and parks for the benefit of communities along the Lower LA River, will help in



coordinating development and activities on a more regional level and will assist local agencies in meeting the growing demand for recreation along the river.

**ATTACHMENT:** Proposed Resolution

**RESOLUTION NO. \_\_\_\_\_**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,  
CALIFORNIA, INITIATING THE APPLICATION TO THE  
LOS ANGELES LOCAL AREA FORMATION COMMISSION FOR  
THE FORMATION OF THE LOWER LOS ANGELES RIVER  
RECREATION AND PARKS DISTRICT**

**WHEREAS**, in September of 2016, California Senate Bill 1374, sponsored by former Senator Ricardo Lara, was signed into law authorizing the formation of the Lower Los Angeles River Recreation and Parks District (District); and

**WHEREAS**, the Lower Los Angeles River flows through many disadvantaged communities, where residents are disproportionately impacted by poor air quality from local heavy industry and congested transportation corridors, and suffer from a severe lack of access to recreational opportunities and outdoor park space; and

**WHEREAS**, parks have many beneficial impacts on communities such as encouraging physical activity, improving health and fitness, reducing urban heating effects and air pollution, reducing greenhouse gas emissions through trees and greenery, and providing important economic benefits; and

**WHEREAS**, many communities along the Lower Los Angeles River represent low income communities which are some of the most park-poor areas in Los Angeles County, lacking the resources to fund, develop, maintain and operate the parks and recreational opportunities that their residents need; and

**WHEREAS**, with numerous recent developments, including the creation of a Lower Los Angeles River Working Group to develop a revitalization plan, the City's Los Angeles River Revitalization Master Plan, and multiple conversations about a new vision for the river, there is a growing local interest in transformation of the river; and

**WHEREAS**, development and maintenance of a safe, attractive and vibrant recreation zone along the Lower Los Angeles River will require coordination of activities, maintenance, public safety and planning across multiple jurisdictions and is beyond the capabilities of any one City; and

**WHEREAS**, the City of South Gate, having significant interest in the continued development of recreational opportunities for all residents, including facilities and activities which utilize and enhance this important resource, which improves access to the Lower Los Angeles River for everyone, has chosen to submit this application for formation of the District; and

**WHEREAS**, after this application is made, it is requested that proceedings be taken, pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, commencing with section 56000 of the California Government Code; and

**WHEREAS**, the proposed annexation is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 20, as a change in the organization of local agencies, and the Categorical Exemption was approved by the City of South Gate, as lead agency, on April 23, 2019; and

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

**SECTION 1.** The City Council hereby approves and requests LAFCO to initiate proceedings for the creation of the Lower Los Angeles River Recreation and Parks District as authorized in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

[Remainder of page left blank intentionally]

**SECTION 2.** The Director of Parks & Recreation for the City of South Gate, is hereby authorized to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the aforementioned project.

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

**SECTION 4.** The City Clerk is hereby directed to file a certified copy of this Resolution with the Executive Officer of the Local Agency Formation Commission for the County of Los Angeles.

**PASSED, APPROVED and ADOPTED this 23<sup>rd</sup> day of April 2019.**

**CITY OF SOUTH GATE:**

\_\_\_\_\_  
Jorge Morales, Mayor

**ATTEST:**

\_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Raul F. Salinas, City Attorney

RECEIVED

Item No. 9

APR 17 2019

City of South Gate

CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

9:00am

AGENDA BILL

For the Regular Meeting of: April 23, 2019  
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 RECLASSIFY THE SENIOR TRAFFIC ENGINEER POSITION TO CITY TRAFFIC ENGINEER AND THE ASSISTANT CITY ENGINEER POSITION TO DEPUTY CITY ENGINEER, TO APPROVE THE CORRESPONDING JOB SPECIFICATIONS AND TO UPDATE THE APPROPRIATE SALARY PAY TABLES

**PURPOSE:** As a part of a succession plan for the Department of Public Works, staff is recommending a reclassification of the positions of Senior Traffic Engineer to City Traffic Engineer and Assistant City Engineer to Deputy City Engineer.

**RECOMMENDED ACTION:** Adopt Resolution amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to reclassify the positions of Senior Traffic Engineer to City Traffic Engineer and Assistant City Engineer to Deputy City Engineer, to approve the corresponding job specifications and to update the appropriate salary pay tables.

**FISCAL IMPACT:** As a part of the reclassification, each position will be assigned a 5% salary increase and that is reflected in the proposed salary pay tables. The cost for the remainder of this fiscal year is approximately \$2,400.00. The annual cost of approximately \$14,500.00 will be included in the FY 2019/20 budget.

**ANALYSIS:** 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 the organization that are prepared to assume these roles as they become available. It 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. It promotes the supporting and mentoring of dedicated, knowledgeable and hard-working employees.

**BACKGROUND:** As a part of the succession plan designed for Administration, the City Manager created the Assistant City Manager/Director of Public Works position. This was a part of a three-pronged strategy that also included increasing the roles and responsibilities for the Assistant City Engineer and Senior Traffic Engineer, and reclassifying the two positions.

Staff is recommending the reclassification of the Assistant City Engineer position to Deputy City Engineer. The Deputy City Engineer is taking on some of the roles and responsibilities previously assigned under the

Director of Public Works/City Engineer. Primarily, this includes overseeing all facets of the Engineering Division. The new roles and responsibilities include performing the administrative, policy and technical duties of the Director of Public Works and/or the City Engineer. It also includes serving in the Acting City Engineer capacity when assigned.

Staff is recommending the reclassification of the Senior Traffic Engineer position to City Traffic Engineer. Similarly, the City Traffic Engineer is taking on some roles and responsibilities previously assigned to the Assistant City Engineer. The City Traffic Engineer will now oversee project management, engineers and engineering counter operations, in addition to performing traffic engineering functions.

Human Resources staff worked with the Public Works Department to create the classifications and job specifications for the positions of City Traffic Engineer and Deputy City Engineer.

Staff corresponded with the Professional and Mid-Management Association (PMMA) Board Members to inform them of the proposed changes and they were in agreement.

**ATTACHMENTS:** A) Proposed Resolution (with new job specifications & amended pay tables)  
B) Redlined Senior Traffic Engineer and Assistant City Engineer job specifications

**RESOLUTION NO. \_\_\_\_\_**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION AND POSITION CLASSIFICATION PLAN) TO RECLASSIFY THE SENIOR TRAFFIC ENGINEER POSITION TO CITY TRAFFIC ENGINEER AND THE ASSISTANT CITY ENGINEER POSITION TO DEPUTY CITY ENGINEER, TO APPROVE THE CORRESPONDING JOB SPECIFICATIONS AND TO UPDATE THE APPROPRIATE SALARY PAY TABLES**

**WHEREAS**, as a part of the succession plan designed for Administration, the City Manager created the Assistant City Manager/Director of Public Works position; and

**WHEREAS**, this was a part of a three-pronged strategy that also included increasing the roles and responsibilities for the Assistant City Engineer and Senior Traffic Engineer, and reclassifying the two positions; and

**WHEREAS**, the City, in consultation with Human Resources Division and key personnel in the Public Works Department, has determined that it is proper to reclassify the positions of Senior Traffic Engineer to City Traffic Engineer and Assistant City Engineer to Deputy City Engineer; and

**WHEREAS**, the City, based on evaluation, has determined that changes are necessary as detailed in the proposed Class Specification & Attributes for the City Traffic Engineer position, attached hereto as Exhibit "A" and the Deputy City Engineer position, attached hereto as Exhibit "B;"

[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 Classification Plan to reclassify the positions of Senior Traffic Engineer to City Traffic Engineer and Assistant City Engineer to Deputy City Engineer in the Public Works Department.

**SECTION 2.** The City Council hereby approves and adopts the proposed job specifications for the positions of City Traffic Engineer and Deputy City Engineer, attached hereto as Exhibits "A" and "B," respectively.

**SECTION 3.** The City Council hereby approves and adopts the proposed amended Professional and Mid-Management Association (PMMA) and the Division Management Association (DMA) Salary Pay Tables, effective April 23, 2019, attached hereto as Exhibits "C" and "D," respectively.

**SECTION 4.** The City Council hereby approves and adopts the proposed amended Professional and Mid-Management Association (PMMA) and the Division Management Association (DMA) Salary Pay Tables, effective June 23, 2019, attached hereto as Exhibits "E" and "F," respectively.

**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 23<sup>rd</sup> day April 2019.

**CITY OF SOUTH GATE:**

\_\_\_\_\_  
Jorge Morales, 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

**CITY TRAFFIC ENGINEER**

**DESCRIPTION**

Under direction of the Director of Public Works or City Engineer, performs a variety of professional and technical level traffic and transportation engineering tasks including planning, design, construction, operations of traffic control systems; administers traffic safety programs; conducts traffic studies; reviews traffic aspects of land development projects; reviews traffic control plans, and performs plan checks. Under direction of the Director of Public Works or City Engineer, performs, and oversees engineering staff in the performance of work related to the planning, design and construction of multidisciplinary capital improvements projects and performs related duties as required. May perform in the capacity of the City Engineer or Deputy City Engineer, when assigned.

**CLASS CHARACTERISTICS**

The City Traffic Engineer is an advanced journey and supervisory class in the professional level engineering series, and is expected to have specialized knowledge of traffic management and traffic engineering design standards, formally responds to issues regarding traffic engineering, may be responsible to testify in court relative to traffic violations and vehicle accident and injury claims against the City; supervise staff responsible for traffic engineering and traffic signals; and is responsible for overseeing engineering contract specifications and budgetary expenditures. The City Traffic Engineer is also expected to manage the delivery of multidisciplinary capital improvements projects.

**SUPERVISION RECEIVED**

Works under the general supervision and direction of the Director of Public Works or the City Engineer.

**SUPERVISION EXERCISED**

Exercises supervision over lower level professional, technical and clerical engineering staff.

**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.

Plans, organizes, directs, reviews and evaluates all traffic and transportation engineering activities of the Engineering Division.

Provides advice and technical assistance to City and department management staff, commissions, committees and the public on traffic matters and confers with the Director of Public Works/City Engineer concerning transportation matters; confers with a variety of public and private officials on traffic engineering issues and serves as the City's representative to other governmental agencies.

Develops traffic administration policies and procedures; ensures department compliance with applicable ordinances, codes and laws.

Reviews traffic operating conditions in the field; issues work orders for new or changed traffic control devices; responds to public requests for traffic control changes.

Reviews traffic elements of environment impact report and major developments for compliance with City policies, rules and regulations.

Directs or conducts studies and prepares reports, recommendations and correspondence on traffic control issues, makes presentations to City Council, community groups and the general public.

## **CITY TRAFFIC ENGINEER (cont.)**

Answers interrogatories and testifies in court relative to traffic violations and vehicle accident and injury claims against the City.

Applies for and administers traffic grant funds for studies and construction projects.

Monitors and evaluates developments in the traffic control field; prepares recommendations of policy and procedure improvements; and implements approved changes.

Investigates public complaints and problems and takes appropriate action to resolve issues; provides technical assistance and information to the public in person, by computer and by telephone.

Manages multidisciplinary capital improvement program projects during planning, design and construction phases; develops, updates project schedules; monitors expenditures and fund sources.

Prepares Requests for Proposals (RFPs) and administers professional engineering and professional service contracts. Reviews and supervises the preparation of engineering public works plans, drawings and specifications, engineering calculations, cost estimates. Manages and administers construction contracts as assigned.

Manages engineering staff responsible for capital improvements projects, development projects and as well as other areas of the Engineering Division as assigned; provides guidance and makes decisions; trains lower level engineers; prepares performance evaluations.

## **QUALIFICATIONS**

### **Education 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: graduation from an accredited college or university with Bachelor's degree in civil or traffic engineering or related field and ten (ten) years of professional Civil Engineering experience with a minimum of five (5) years focused in Traffic Engineering.

### **License/Certification/Special Requirements**

Registration as a Traffic Engineer (T.E.) issued by the California State Board of Registration for Professional Engineers and Land Surveyors is required; however, may be substituted with Registration as a Professional Engineer (P.E.) if it is accompanied with a minimum experience of ten (10) years focused in Traffic Engineering.

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

### **Knowledge, Skills, and Abilities**

Knowledge of: principles and practices of traffic and highway engineering, including highway capacity analysis; methods and techniques of field data collection, tabulation and analysis; applicable traffic and zoning codes, ordinances, regulations and guidelines; computer applications relating to traffic engineering analysis; operation and maintenance of traffic control devices and equipment; principles of grant funding application and administration; principles and practices of budget development and administration; municipal public works planning, design and construction; municipal public works administration; public works construction methods, design and materials; engineering specifications and public works construction standards; principles and techniques of effective employee supervision, including selection, training, discipline, and work evaluation.

Skill and Ability to: manage and prioritize a diverse traffic control program; analyze complex traffic control problems, evaluating alternatives and reaching sound conclusions; prepare clear, concise and accurate memos, reports, records and correspondence; exercise sound independent judgment within established guidelines; interpret and follow City and departmental policies, rules and regulations; plan, assign, direct, review and

**CITY TRAFFIC ENGINEER (cont.)**

evaluate the work of others; prepare plans, specifications and comprehensive engineering estimates; read and interpret specifications and blueprints; supervise construction contracts; supervise assigned staff in project work; communicate effectively both orally and in writing; work independently with little direction; plan and organize work to meet deadlines; represent the City effectively in meetings with others; research and evaluate potential grants and other funding sources; establish and maintain effective working relationships with those encountered in the course of the work.

**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 a City vehicle must acknowledge receipt and understanding of City Administrative Regulations covering the use of City vehicles.

**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 and talk or hear, both in person and by telephone. 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.

While performing the duties of this class, the incumbent is regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve complex problems; use math/mathematical skills; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions; and interact with officials and the public.

SENIOR TRAFFIC ENGINEER  
Created, 09/2017  
CITY TRAFFIC ENGINEER  
Revised, 04/2019

*City of South Gate*  
CLASS SPECIFICATIONS AND ATTRIBUTES

**DEPUTY CITY ENGINEER**

**DESCRIPTION**

Under direction of the Director of Public Works and/or the City Engineer, the Deputy City Engineer directs, manages, coordinates and supervises the Engineering Division and general office staff in the planning, design, construction and the maintenance of public works improvements, including the coordination and administration of contracts for Public Works; coordinates assigned activities with other City departments and divisions and outside agencies; provides highly responsible and complex administrative support to the Director of Public Works and/or the City Engineer; assists in the preparation of the department budget and capital improvement programs; as assigned, acts as the City Engineer in the absence of the City Engineer with no additional compensation and performs related duties.

**SUPERVISION RECEIVED**

Works under the general supervision of the Director of Public Works or the City Engineer.

**SUPERVISION EXERCISED**

Exercises direct supervision over professional, technical and clerical engineering staff.

**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.

May perform the administrative, policy and technical duties of the Director of Public Works and/or the City Engineer; manage and ensure compliance of environmental programs, such as the storm water program and water conservation program.

Represent the Public Works Department to maintain liaison with appropriate County, State, and Federal agencies and community stakeholders as assigned; coordinate with the Field Operations Division to implement projects and programs.

Manage, direct, coordinate and supervise daily operations of the Engineering Division;

Delegate specific projects and tasks to engineering staff, assist in the preparation of the budget and Capital Improvement Programs for the Public Works Department;

Prepare and review engineering plans and specifications for the construction of streets, sewers, storm drains, structures, water distribution facilities, street lighting and traffic control facilities;

Responsible for administration of construction and professional services contracts, prepare plan layouts, details and drawings;

Prepare engineering calculations, monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures;

Prepare and present staff reports and other necessary correspondence, meet with private developers and engineers to review private developments and related public works improvements for conformance to City standards and policies, resolve any problems related to these developments, ensure compliance with appropriate laws and guidelines;

## **DEPUTY CITY ENGINEER (cont.)**

Approve engineering plans and specifications, supervise the making and spreading of assessments, oversee special assessment districts, prepare cost estimates; supervise and direct lower level engineering personnel and general office staff in operation of all phases of public works responsibilities;

Secure grants, make presentations to business and community groups, City Commissions and City Council, and perform related duties as assigned.

### **QUALIFICATIONS**

#### **Education and Experience**

Any combination equivalent to a Bachelor of Science Degree in Civil Engineering or related field and five (5) years of responsible professional experience in the design and construction of Public Works projects including three (3) years of supervisory experience.

#### **License/Certification/Special Requirements**

Certification as a registered Civil Engineer (P.E.) from the State of California; possession of a valid Class "C" California Driver's License and proof of insurance is required at appointment and throughout employment in this position.

#### **Knowledge, Skills, and Abilities:**

Knowledge of: organization and management practices as applied to the analysis and evaluation of programs, policies and operational needs; municipal Public Works (planning, design and construction); principles and practices of civil and structural engineering; procedures and construction methods in Public Works projects; municipal budget and capital improvement preparation and administration; principals of supervision, training and performance evaluation; pertinent Federal, State and local laws, codes and regulations.

Ability to: manage, direct and coordinate the work of supervisory, professional and technical personnel; select, supervise, train and evaluate staff; analyze problems and identify alternative solutions, interpret and apply Federal, State, local policies, procedures, laws and regulations; communicate clearly, concisely, both orally and in writing; assist in the preparation of the department budget; prepare contract documents, plans and specifications and engineers estimates; supervise construction and professional services contracts; establish and maintain effective working relationships with those contacted in the course of work including a variety of City and governmental officials, community groups and the general 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 assigned a City vehicle must acknowledge receipt and understanding of City Administrative Regulations covering the use of City vehicles.

#### **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 and 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.

**DEPUTY CITY ENGINEER (cont.)**

**ASSISTANT CITY ENGINEER**

Created, 03/1960

Revised, 11/1991

Revised, 03/2002

Revised, 09/2011

**DEPUTY CITY ENGINEER**

Revised, 04/2019

**Salary Pay Table**  
**South Gate Professional and Mid-Management Employees**  
**Effective 04-23-2019**

<b>Exempt Classifications</b>		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
609	RECREATION SUPERVISOR	5,464	5,737	6,024	6,325	6,642
613	CUSTOMER SERVICE SUPERVISOR	5,780	6,069	6,373	6,691	7,026
615	CODE ENFORCEMENT SUPERVISOR	5,876	6,170	6,478	6,802	7,142
621	SENIOR ACCOUNTANT	6,596	6,926	7,272	7,636	8,018
623	SENIOR PLANNER	6,790	7,130	7,486	7,860	8,253
626	EQUIP. MAINTENANCE SUPERINTENDENT	7,085	7,439	7,811	8,202	8,612
629	ELECTRIC & GEN MAINT SUPERINTENDENT	8,008	8,408	8,829	9,270	9,734
629	STREET & SEWER SUPERINTENDENT	8,008	8,408	8,829	9,270	9,734
630	WATER DIVISION MANAGER	8,979	9,428	9,900	10,395	10,915
631	SENIOR CIVIL ENGINEER	8,818	9,258	9,721	10,207	10,718

<b>Non-Exempt Classifications</b>		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
601	ADMINISTRATIVE ASSISTANT	4,642	4,874	5,117	5,373	5,642
601	ASSISTANT PLANNER	4,642	4,874	5,117	5,373	5,642
601	MANAGEMENT ASSISTANT	4,642	4,874	5,117	5,373	5,642
606	HOUSING & GRANTS ANALYST	4,926	5,172	5,431	5,703	5,988
610	MANAGEMENT ANALYST	5,538	5,815	6,105	6,411	6,731
610	ADMINISTRATIVE ANALYST	5,538	5,815	6,105	6,411	6,731
610	ADMINISTRATIVE SERVICES COORDINATOR	5,538	5,815	6,105	6,411	6,731
610	BUDGET & PAYROLL ANALYST	5,538	5,815	6,105	6,411	6,731
611	TRAINING SPECIALIST	5,565	5,844	6,136	6,443	6,765
612	CRIME ANALYST	5,605	5,885	6,180	6,489	6,813
613	PURCHASING SUPERVISOR	5,780	6,069	6,373	6,691	7,026
615	ASSISTANT ENGINEER	5,876	6,170	6,478	6,802	7,142
619	SENIOR ADMINISTRATIVE ANALYST	6,407	6,727	7,064	7,417	7,788
622	ASSOCIATE ENGINEER	6,740	7,077	7,431	7,802	8,192
624	TECHNICAL SERVICES MANAGER	6,858	7,201	7,561	7,939	8,336
625	INFORMATION SYSTEMS ADMINISTRATOR	6,858	7,201	7,561	7,939	8,336
632	FAMILY VIOLENCE PROGRAM COORDINATOR	6,278	6,592	6,922	7,268	7,631
850	POLICE SECRETARY (CONF)	4,779	5,018	5,269	5,533	5,809
851	EXECUTIVE ASSISTANT TO CITY ATTY (CONF)	5,698	5,983	6,282	6,596	6,926
851	EXECUTIVE ASSISTANT (CONF)	5,698	5,983	6,282	6,596	6,926
851	EXECUTIVE ASSISTANT TO CITY MGR (CONF)	5,698	5,983	6,282	6,596	6,926

<b>Exempt Classification (Pending Further Analysis)</b>		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
602	ECONOMIC DEVELOPMENT SPECIALIST	4,755	4,993	5,243	5,505	5,780
614	ACCOUNTANT	5,839	6,131	6,437	6,759	7,097
617	POLICE RECORDS MANAGER	6,285	6,599	6,929	7,275	7,639
623	SENIOR ECONOMIC DEVELOPMENT SPECIALIST	6,790	7,130	7,486	7,860	8,253
628	SENIOR ENGINEER	7,743	8,131	8,537	8,964	9,412
631	<del>SENIOR TRAFFIC ENGINEER</del>	<del>8,818</del>	<del>9,258</del>	<del>9,721</del>	<del>10,207</del>	<del>10,718</del>
633	CITY TRAFFIC ENGINEER	9,258	9,721	10,207	10,718	11,254

**Salary Pay Table**  
**Pay Plan Category F - South Gate Division Management Association (Unclassified)**  
**Effective 04-23-2019**

		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
650	BUILDING OFFICIAL	9,114	9,569	10,048	10,550	11,078
650	ECONOMIC DEVELOPMENT MANAGER	9,114	9,569	10,048	10,550	11,078
650	DEPUTY DIRECTOR OF ADMIN SERV/HR & RM	9,114	9,569	10,048	10,550	11,078
650	DEPUTY DIRECTOR OF ADMIN SERV/FINANCE	9,114	9,569	10,048	10,550	11,078
652	HOUSING ADMINISTRATOR	8,088	8,493	8,918	9,363	9,832
654	CODE ENFORCEMENT MANAGER	7,966	8,365	8,783	9,222	9,683
655	DEPUTY DIRECTOR OF PARKS & RECREATION	7,132	7,489	7,863	8,256	8,669
655	PARKS SUPERINTENDENT	7,132	7,489	7,863	8,256	8,669
658	ASSISTANT CITY ENGINEER	9,375	9,844	10,336	10,853	11,396
659	DEPUTY CITY ENGINEER	9,844	10,336	10,853	11,396	11,965



**Salary Pay Table**  
**South Gate Professional and Mid-Management Employees**  
**Effective 06-23-2019**  
**3.5% Salary Increase**

<b>Exempt Classifications</b>		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
609	RECREATION SUPERVISOR	5,655	5,938	6,235	6,547	6,874
613	CUSTOMER SERVICE SUPERVISOR	5,982	6,282	6,596	6,925	7,272
615	CODE ENFORCEMENT SUPERVISOR	6,082	6,386	6,705	7,040	7,392
621	SENIOR ACCOUNTANT	6,827	7,168	7,527	7,903	8,298
623	SENIOR PLANNER	7,028	7,379	7,748	8,135	8,542
626	EQUIP. MAINTENANCE SUPERINTENDENT	7,333	7,700	8,085	8,489	8,913
629	ELECTRIC & GEN MAINT SUPERINTENDENT	8,288	8,702	9,138	9,594	10,074
629	STREET & SEWER SUPERINTENDENT	8,288	8,702	9,138	9,594	10,074
630	WATER DIVISION MANAGER	9,294	9,758	10,246	10,759	11,297
631	SENIOR CIVIL ENGINEER	9,126	9,583	10,062	10,565	11,093

<b>Non-Exempt Classifications</b>		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
601	ADMINISTRATIVE ASSISTANT	4,804	5,044	5,296	5,561	5,839
601	ASSISTANT PLANNER	4,804	5,044	5,296	5,561	5,839
601	MANAGEMENT ASSISTANT	4,804	5,044	5,296	5,561	5,839
606	HOUSING & GRANTS ANALYST	5,099	5,354	5,621	5,902	6,197
610	MANAGEMENT ANALYST	5,732	6,018	6,319	6,635	6,967
610	ADMINISTRATIVE ANALYST	5,732	6,018	6,319	6,635	6,967
610	ADMINISTRATIVE SERVICES COORDINATOR	5,732	6,018	6,319	6,635	6,967
610	BUDGET & PAYROLL ANALYST	5,732	6,018	6,319	6,635	6,967
611	TRAINING SPECIALIST	5,760	6,048	6,351	6,668	7,002
612	CRIME ANALYST	5,801	6,091	6,396	6,716	7,052
613	PURCHASING SUPERVISOR	5,982	6,282	6,596	6,925	7,272
615	ASSISTANT ENGINEER	6,082	6,386	6,705	7,040	7,392
619	SENIOR ADMINISTRATIVE ANALYST	6,631	6,963	7,311	7,676	8,060
622	ASSOCIATE ENGINEER	6,976	7,325	7,691	8,075	8,479
624	TECHNICAL SERVICES MANAGER	7,098	7,453	7,826	8,217	8,628
625	INFORMATION SYSTEMS ADMINISTRATOR	7,098	7,453	7,826	8,217	8,628
632	FAMILY VIOLENCE PROGRAM COORDINATOR	6,498	6,823	7,164	7,522	7,898
850	POLICE SECRETARY (CONF)	4,947	5,194	5,454	5,726	6,013
851	EXECUTIVE ASSISTANT TO CITY ATTY (CONF)	5,898	6,192	6,502	6,827	7,168
851	EXECUTIVE ASSISTANT (CONF)	5,898	6,192	6,502	6,827	7,168
851	EXECUTIVE ASSISTANT TO CITY MGR (CONF)	5,898	6,192	6,502	6,827	7,168

<b>Exempt Classification (Pending Further Analysis)</b>		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
602	ECONOMIC DEVELOPMENT SPECIALIST	4,922	5,168	5,426	5,698	5,982
614	ACCOUNTANT	6,043	6,345	6,663	6,996	7,346
617	POLICE RECORDS MANAGER	6,505	6,830	7,171	7,530	7,906
623	SENIOR ECONOMIC DEVELOPMENT SPECIALIST	7,028	7,379	7,748	8,135	8,542
628	SENIOR ENGINEER	8,014	8,415	8,836	9,278	9,742
631	SENIOR TRAFFIC ENGINEER	9,126	9,583	10,062	10,565	11,093
633	CITY TRAFFIC ENGINEER	9,583	10,062	10,565	11,093	11,648

**Salary Pay Table**  
**Pay Plan Category F - South Gate Division Management Association (Unclassified)**  
**Effective 06-23-2019**  
**3.5% Increase**

		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
650	BUILDING OFFICIAL	9,433	9,904	10,400	10,919	11,465
650	ECONOMIC DEVELOPMENT MANAGER	9,433	9,904	10,400	10,919	11,465
650	DEPUTY DIRECTOR OF ADMIN SERV/HR & RM	9,433	9,904	10,400	10,919	11,465
650	DEPUTY DIRECTOR OF ADMIN SERV/FINANCE	9,433	9,904	10,400	10,919	11,465
652	HOUSING ADMINISTRATOR	8,372	8,790	9,230	9,691	10,176
654	CODE ENFORCEMENT MANAGER	8,245	8,657	9,090	9,545	10,022
655	DEPUTY DIRECTOR OF PARKS & RECREATION	7,382	7,751	8,138	8,545	8,972
655	PARKS SUPERINTENDENT	7,382	7,751	8,138	8,545	8,972
658	<del>ASSISTANT CITY ENGINEER</del>	9,703	10,189	10,698	11,233	11,794
659	DEPUTY CITY ENGINEER	10,189	10,698	11,233	11,794	12,384

***City of South Gate***  
CLASS SPECIFICATIONS AND ATTRIBUTES

**CITY SENIOR TRAFFIC ENGINEER**

**DESCRIPTION**

Under ~~direction of the Director of Public Works or City Engineer, the City Traffic Engineer~~ general supervision, performs a variety of professional and technical level traffic and transportation engineering tasks including planning, design, construction, operations of traffic control systems; administers traffic safety programs; conducts traffic studies; reviews traffic aspects of land development projects; reviews traffic control plans, and performs plan checks. Under ~~direction of the Director of Public Works or City Engineer, the City Traffic Engineer~~ general direction, performs, and oversees engineering staff in the performance of work related to the planning, design and construction of multidisciplinary capital improvements projects and performs related duties as required. ~~May perform in the capacity of the City Engineer or Deputy City Engineer, when assigned.~~

**CLASS CHARACTERISTICS**

The ~~City Senior~~ Traffic Engineer is an advanced journey and supervisory class in the professional level engineering series, and is expected to have specialized knowledge of traffic management and traffic engineering design standards, formally responds to issues regarding traffic engineering, may be responsible to testify in court relative to traffic violations and vehicle accident and injury claims against the City; supervise staff responsible for traffic engineering and traffic signals; and is responsible for overseeing engineering contract specifications and budgetary expenditures. The ~~City Senior~~ Traffic Engineer is also expected to manage the delivery of multidisciplinary capital improvements projects.

**SUPERVISION RECEIVED**

Works under the general supervision and direction of the ~~Director of Public Works or the Assistant~~ City Engineer.

**SUPERVISION EXERCISED**

Exercises supervision over lower level professional, technical and clerical engineering staff.

**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.

Plans, organizes, directs, reviews and evaluates all traffic and transportation engineering activities of the Engineering Division.

Provides advice and technical assistance to City and department management staff, commissions, committees and the public on traffic matters and confers with the Director of Public Works/City Engineer concerning transportation matters; confers with a variety of public and private officials on traffic engineering issues and serves as the City's representative to other governmental agencies.

Develops traffic administration policies and procedures; Ensures department compliance with applicable ordinances, codes and laws.

Reviews traffic operating conditions in the field; issues work orders for new or changed traffic control devices; responds to public requests for traffic control changes.

Reviews traffic elements of environment impact report and major developments for compliance with City policies, rules and regulations.

Directs or conducts studies and prepares reports, recommendations and correspondence on traffic control issues, makes presentations to City Council, community groups and the general public.

Answers interrogatories and testifies in court relative to traffic violations and vehicle accident and injury claims against the City.

Applies for and administers traffic grant funds for studies and construction projects.

Monitors and evaluates developments in the traffic control field; prepares recommendations of policy and procedure improvements; and implements approved changes.

Investigates public complaints and problems and takes appropriate action to resolve issues; provides technical assistance and information to the public in person, by computer and by telephone.

Manages multidisciplinary capital improvement program projects during planning, design and construction phases; develops, updates project schedules; monitors expenditures and fund sources.

Prepares Requests for Proposals (RFPs) and administers professional engineering and professional service contracts. Reviews and supervises the preparation of engineering public works plans, drawings and specifications, engineering calculations, cost estimates. Manages and administers construction contracts as assigned.

Manages engineering staff responsible for managing capital improvements projects, development projects and as well as other areas of the Engineering Division as assigned; Provides guidance and makes decisions; Trains lower level engineers; Prepares performance evaluations.

## **QUALIFICATIONS**

### **Education 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: graduation from an accredited college or university with Bachelor's degree in civil or traffic engineering or related field and ten (ten) years of professional Civil Engineering experience with a minimum of five (5) years focused in Traffic Engineering.

### **License/Certification/Special Requirements**

Registration as a Traffic Engineer (T.E.) issued by the California State Board of Registration for Professional Engineers and Land Surveyors is required; however, may be substituted with Registration as a Professional Engineer (P.E.) if it is accompanied with a minimum experience of ten (10) years focused in Traffic Engineering.

Possession of ~~or ability to obtain~~ a valid California Class C Driver's License, proof of insurance and a satisfactory driving record is required at appointment and throughout employment in this position.

### **Knowledge, Skills, and Abilities**

Knowledge of: principles and practices of traffic and highway engineering, including highway capacity analysis; methods and techniques of field data collection, tabulation and analysis; applicable traffic and zoning codes, ordinances, regulations and guidelines; computer applications relating to

traffic engineering analysis; operation and maintenance of traffic control devices and equipment; principles of grant funding application and administration; principles and practices of budget development and administration; municipal public works planning, design and construction; municipal public works administration; public works construction methods, design and materials; engineering specifications and public works construction standards; principles and techniques of effective employee supervision, including selection, training, discipline, and work evaluation.

Skill and Ability to: manage and prioritize a diverse traffic control program; analyze complex traffic control problems, evaluating alternatives and reaching sound conclusions; prepare clear, concise and accurate memos, reports, records and correspondence; exercise sound independent judgment within established guidelines; interpret and follow City and departmental policies, rules and regulations; plan, assign, direct, review and evaluate the work of others; prepare plans, specifications and comprehensive engineering estimates; read and interpret specifications and blueprints; supervise construction contracts; supervise assigned staff in project work; communicate effectively both orally and in writing; work independently with little direction; plan and organize work to meet deadlines; represent the City effectively in meetings with others; research and evaluate potential grants and other funding sources; establish and maintain effective working relationships with those encountered in the course of the work.

#### **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 a City vehicle must acknowledge receipt and understanding of City Administrative Regulations covering the use of City vehicles.

##### **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 and talk or hear, both in person and by telephone. 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.

While performing the duties of this class, the incumbent is regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve complex problems; use math/mathematical skills; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions; and interact with officials and the public.

SENIOR TRAFFIC ENGINEER  
Created, September, 2017  
CITY TRAFFIC ENGINEER  
Revised, April 2019

**City of South Gate**  
CLASS SPECIFICATIONS AND ATTRIBUTES

**ASSISTANT DEPUTY CITY ENGINEER**

**DESCRIPTION**

Under direction of the Director of Public Works ~~and/or the City Engineer or assigned designee~~, the ~~Deputy Assistant~~ City Engineer directs, manages, coordinates and supervises the Engineering Division and general office staff in the planning, design, construction and the maintenance of public works improvements, including the coordination and administration of contracts for Public Works; coordinates assigned activities with other City departments and divisions and outside agencies; provides highly responsible and complex administrative support to the ~~Director of Public Works and/or the City Engineer~~ ~~City Engineer~~; assists in the preparation of the department budget and capital improvement programs ~~as assigned~~; acts as ~~the City Engineer in the absence of the Director of Public Works and/or the City Engineer with no additional compensation in the absence of Director of Public Works/City Engineer~~ and performs related duties ~~as assigned~~.

**SUPERVISION RECEIVED**

Works under the general supervision of the Director of Public Works ~~or the City Engineer~~ ~~City Engineer~~.

**SUPERVISION EXERCISED**

Exercises direct supervision over professional, technical and clerical engineering staff.

**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.

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

~~As assigned, and without additional compensation. May perform the administrative, policy and technical duties of the Director of Public Works and/or the City Engineer; m~~Manage and ensure compliance of environmental programs, such as the storm water program and water conservation program.

~~Represent the Public Works Department to maintain liaison with appropriate County, State, and Federal agencies and community stakeholders as assigned; coordinate ion~~ with the Field Operations Division to implement projects and programs.

Manage, direct, coordinate and supervise daily operations of the Engineering Division;

Delegate specific projects and tasks to engineering staff, assist in the preparation of the budget and Capital Improvement Programs for the Public Works Department;

Prepare and review engineering plans and specifications for the construction of streets, sewers, storm drains, structures, water distribution facilities, street lighting and traffic control facilities;

Responsible for administration of construction and professional services contracts, prepare plan layouts, details and drawings;

Prepare engineering calculations, monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures;

Prepare and present staff reports and other necessary correspondence, meet with private developers and engineers to review private developments and related public works improvements for conformance to City standards and policies, resolve any problems related to these developments, ensure compliance with appropriate laws and guidelines;

Approve engineering plans and specifications, supervise the making and spreading of assessments, oversee special assessment districts, prepare cost estimates; supervise and direct lower level engineering personnel and general office staff in operation of all phases of public works responsibilities;

Secure grants, make presentations to business and community groups, City Commissions and City Council, and perform related duties as assigned.

**QUALIFICATIONS**

Education Training and Experience

Any combination equivalent to a Bachelor of Science Degree in Civil Engineering or related field and five (5) years of responsible professional experience in the design and construction of Public Works projects including three (3) years of supervisory experience.

License/Certification/Special Requirements

Certification as a registered Civil Engineer (P.E.) from the State of California; ~~and~~ possession of a valid Class "C" California Driver's License and proof of insurance is required at appointment and throughout employment in this position.

Knowledge, Skills, and Abilities:

Knowledge of: organization and management practices as applied to the analysis and evaluation of programs, policies and operational needs; municipal Public Works (planning, design and construction); principles and practices of civil and structural engineering; procedures and construction methods in Public Works projects; municipal budget and capital improvement preparation and administration; principals of supervision, training and performance evaluation; pertinent Federal, State and local laws, codes and regulations.

Ability to: manage, direct and coordinate the work of supervisory, professional and technical personnel; select, supervise, train and evaluate staff; analyze problems and identify alternative solutions, interpret and apply Federal, State, local policies, procedures, laws and regulations; communicate clearly, concisely, both orally and in writing; assist in the preparation of the department budget; prepare contract documents, plans and specifications and engineers estimates; supervise construction and professional services contracts; establish and maintain effective working relationships with those contacted in the course of work including a variety of City and governmental officials, community groups and the general 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 assigned a City vehicle must acknowledge receipt and understanding of City Administrative Regulations covering the use of City vehicles.

**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 and 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.

ASSISTANT CITY ENGINEER  
Created, 03/1960  
Revised, 11/1991  
Revised, 03/2002  
Revised, 09/2011  
DEPUTY CITY ENGINEER  
Revised, 04/2019



RECEIVED

APR 16 2019

City of South Gate

Item No. 10

CITY COUNCIL

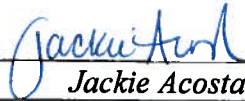
CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

4:15pm

AGENDA BILL

For the Regular Meeting of: April 23, 2019  
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 JOB SPECIFICATIONS OF THE WATER SERVICE REPRESENTATIVE I AND WATER SERVICE REPRESENTATIVE II POSITIONS**

**PURPOSE:** To update the job specifications of the Water Service Representative I and Water Service Representative II positions in the Public Works Department to bring them up to date.

**RECOMMENDED ACTION:** Adopt Resolution amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to update the job specifications of the Water Service Representative I and Water Service Representative II positions in the Public Works Department to bring them up to date.

**FISCAL IMPACT:** There is no fiscal impact associated with updating the job specifications of the Water Service Representative I and Water Service Representative II positions. The FY 2018/19 budget included funding for these positions.

**ANALYSIS:** None

**BACKGROUND:** There is currently one vacant funded Water Service Representative I position in the Public Works Department as a result of a recent retirement. The Water Service Representative I and Water Service Representative II job specifications were last updated in 1997.

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 Public Works staff to update the job specifications of the Water Service Representative I and Water Service Representative II positions. As a result, the job specifications are being updated to include relevant duties and experience level requirements and making them 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 specifications)  
B) Red-lined Water Service Representative I and Water Service Representative II job specifications

**RESOLUTION NO. \_\_\_\_\_**

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

**A 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 JOB SPECIFICATIONS OF THE WATER SERVICE REPRESENTATIVE I AND WATER SERVICE REPRESENTATIVE II POSITIONS**

**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 job specifications of the Water Service Representative I and Water Service Representative II positions in the Public Works Department; and

**WHEREAS**, the City, based on evaluation, has determined that changes are necessary to the job specifications of the Water Service Representative I and Water Service Representative II positions, as detailed in the proposed Class Specifications & Attributes, attached hereto as Exhibit "A" and "B;" and

**WHEREAS**, the City, in consultation with the Human Resources Division and key personnel in the Public Works Department, has determined that it is proper to update the job specifications of the Water Service Representative I and Water Service Representative II positions;

[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 job specifications for the Water Service Representative I and Water Service Representative II positions, attached hereto as Exhibit "A" and "B."

**SECTION 2.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

**PASSED, APPROVED and ADOPTED** this 23<sup>rd</sup> day April 2019.

**CITY OF SOUTH GATE:**

\_\_\_\_\_  
Jorge Morales, Mayor

**ATTEST:**

\_\_\_\_\_  
Carmen Avalos, City Clerk

(SEAL)

**APPROVED AS TO FORM:**

**DRAFT**  
\_\_\_\_\_  
Raul F. Salinas, City Attorney

## **WATER SERVICE REPRESENTATIVE I**

### **DESCRIPTION**

Under general supervision, performs a variety of direct customer contact and office support activities supporting the servicing and maintenance of customer accounts for water service and billing; serves as a front-line customer support position working with the public in person. Is responsible for processing requests for service, handling customer complaints, providing information and performing related work as required.

### **CLASS CHARACTERISTICS**

The Water Service Representative I is an entry level classification of the Water Services Representative series.

### **SUPERVISION RECEIVED**

Works under the supervision of the Water Operation Foreman

### **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.*

Performs water audits and field inspections relating to meter rereads and water consumption inquires.

Researches customer account problems, evaluates alternatives and recommends solutions, depending upon the level of the problem.

Manually turns water on or off as directed; removes meters.

Reports the need for replacement or repair or potential hazards such as broken meter box lids.

Answers difficult and complex questions regarding customer high and low billings.

Responds to meter leaks, turns- offs or water service due to delinquency or emergency related issues.

Researches automated and hard-copy customer account records in the office; uses such information to support investigations.

Uses an iPad or computer and related software to open and close Service Requests.

Follows applicable safety rules and regulations.

May assist other field staff in responding to water system leaks and other field emergencies.

Replaces water meters and minor on-site repairs of damaged registers, as well as replacement of damaged meter box covers.

**QUALIFICATIONS**

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

**Education, Training and Experience:**

Graduation from high school and one (1) year of work experience dealing with the public and maintaining customer accounts or similar records, plus a demonstrated ability to perform mechanical repair and maintenance.

**License/Certification/Special Requirements**

Possession of a valid California Class C Driver’s License and a satisfactory driving record is required at time of appointment and throughout employment. A Water Distribution Operator Grade I Certification from the State Water Resource Control Board shall be obtained within 18 months of employment.

Employee may advance to Water Service Representative II upon possession of Water Distribution Operator Grade II Certification, and a minimum of one year of experience as a Water Service Representative.

**Knowledge, Skills, and Abilities**

Knowledge of: policies and techniques for dealing with the public, particularly in situations where the customer may be irate; basic operation and maintenance of water meters and related connections, field inspection methods and techniques; safety practices and procedures related to field service work; computer applications related to the work; such as mapping and routing software.

Ability to: establish good communications with the general public as well as office personnel; deal effectively with the public, in person and over the telephone; multi-task, organize own work, set priorities and meet deadlines; drive a vehicle.

Skills: Perform basic meter maintenance and repair. Ability to speak Spanish is highly desirable.

**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 a City vehicle must acknowledge receipt and understanding of City Administrative Regulations covering the use of City vehicles.

**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 and 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.

Water Service Representative I  
Created, 12/10/79  
Revised, 08/12/97  
Revised, 03/12/19

**City of South Gate**  
Class Specifications and Attributes

***WATER SERVICE REPRESENTATIVE II***

**DESCRIPTION**

Under general supervision, performs a variety of direct customer contact and office support activities supporting the servicing and maintenance of customer accounts for water service and billing; serves as a front-line customer support position working with the public in person. Is responsible for processing requests for service, handling customer complaints, providing information and performing related work as required.

**CLASS CHARACTERISTICS**

The Water Service Representative II is the journey level classification of the Water Services Representative series.

**SUPERVISION RECEIVED**

Works under the supervision of the Water Operation Foreman.

**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.*

Performs water audits and field inspections relating to meter rereads and water consumption inquires.

Researches customer account problems, evaluates alternatives and recommends solutions, depending upon the level of the problem.

Manually turns water on or off as directed; removes meters.

Reports the need for replacement, repair or potential hazards such as broken meter box lids.

Answers difficult and complex questions regarding customer high and low billings.

Responds to meter leaks, turns- offs or water service due to delinquency or emergency related issues.

Researches automated and hard-copy customer account records in the office; uses such information to support investigations.

Uses an iPad or computer and related software to open and close Service Requests.

Follows applicable safety rules and regulations.

May assist other field staff in responding to water system leaks and other field emergencies.

Replaces water meters and minor on-site repairs of damaged registers, as well as replacement of damaged meter box covers.

## **QUALIFICATIONS**

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

### **Education, Training and Experience**

Graduation from high school and at minimum one (1) year of work experience dealing with the public and maintaining customer accounts or similar records, plus a demonstrated ability to perform mechanical repair and maintenance.

### **License/Certification/Special Requirements**

Possession of a valid California Class C Driver's License and a satisfactory driving record is required at time of appointment and throughout employment. A Water Distribution Operator Grade II Certification from the State Water Resource Control Board is required.

### **Knowledge, Skills, and Abilities**

Knowledge of: policies and techniques for dealing with the public, particularly in situations where the customer may be irate; basic operation and maintenance of water meters and related connections, Field inspection methods and techniques; safety practices and procedures related to field service work; computer applications related to the work; such as mapping and routing software

Ability to: establish good communications with the general public as well as office personnel; deal effectively with the public, in person and over the telephone; multi-task, organize own work, set priorities and meet deadlines; drive a vehicle.

Skills: Perform basic meter maintenance and repair. Ability to speak Spanish highly desirable.

## **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 a City vehicle must acknowledge receipt and understanding of City Administrative Regulations covering the use of City vehicles.

### **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 and 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.

Water Service Representative II  
Created, 07/01/02  
Revised, 03/12/19



**City of South Gate**  
CLASS SPECIFICATIONS AND ATTRIBUTES

Formatted: Font: 15 pt

**WATER SERVICE REPRESENTATIVE I**

Formatted: Font: 16 pt

**DESCRIPTION DUTIES OF POSITION**

Under direction to perform a variety of tasks in the area of customer services. Under general supervision, performs a variety of direct customer contact and office support activities supporting the servicing and maintenance of customer accounts for water service and billing; serves as a front-line customer support position working with the public in person. Is responsible for processing requests for service, handling customer complaints, providing information and performing related work as required.

**CLASS CHARACTERISTICS**

The Water Service Representative I is an entry level classification of the Water Services Representative series.

**SUPERVISION RECEIVED**

Works under the direct supervision of the Water Operation Foreman.

**SUPERVISION EXERCISED**

Does not supervise.

**Example of Duties**

**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.

Performs water audits and field inspections relating to meter rereads and water consumption inquires.

Researches customer account problems, evaluates alternatives and recommends solutions, depending upon the level of the problem.

Manually turns water on or off as directed; removes meters.

Reports the need for replacement or repair or potential hazards such as broken meter box lids.

Answers difficult and complex questions regarding customer high and low billings.

Responds to meter leaks, turns- offs or water service due to delinquency or emergency related issues.

Researches automated and hard-copy customer account records in the office; uses such information to support investigations

Uses an iPad or computer and related software to open and close Service Requests

Follows applicable safety rules and regulations.

May assist other field staff in responding to water system leaks and other field emergencies.

Responds to the problems of customers pertaining to water quality and service.

Reads and rereads meters to clarify disputes and adjustments.

Turns water services on and off as required by changes in service status.

Locks off services for non-payment.

Schedules meter tests when required.

**Replaces water meters and minor on-site repairs of damaged registers, as well as replacement of damaged meter box cover.**

Performs minor on-site repairs of damaged meter registers, as well as replacement of damaged meter box cover.

**QUALIFICATIONS**

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

Formal Education, Training and Experience:

Education, Training and Experience:

Graduation from high school and one (1) year of work experience dealing with the public and maintaining customer accounts or similar records, plus a demonstrated ability to perform mechanical repair and maintenance.

Any combination equivalent to graduation from high school or equivalent AND one (1) year of water works experience.

Formatted: Underline

License/Certification/Special Requirements

Possession of a valid California Class C Driver's License and a satisfactory driving record is required at time of appointment and throughout employment. A Water Distribution Operator Grade I Certification from the State Water Resource Control Board shall be obtained within 18 months of employment.

Employee may advance to Water Service Representative II upon possession of of a Class B Driver's License, Water Distribution Operator Grade II Certification, and a minimum of one year of experience as a Water Service Representative requires the ability to work at a Journeyman Level Distribution Operator and available to perform Stand-by activities.

**Knowledge, Skills, and Abilities**

Knowledge of:

Policies and techniques for dealing with the public, particularly in situations where the customer may be irate.

Basic operation and maintenance of water meters and related connections, Field inspection methods and techniques

Safety practices and procedures related to field service work

Computer applications related to the work; such as mapping and routing software

**Ability to:**

~~E~~establish good communications with the general public as well as office personnel.

~~Deal effectively with the public, in person and over the telephone~~

~~Multi-task, organize own work, set priorities and meet deadlines~~

~~Drive a vehicle.~~

**Skills:**

~~Perform basic meter maintenance and repair, and the ability to speak Spanish, and the Ability to speak Spanish is highly desirable.~~

**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 a City vehicle must acknowledge receipt and understanding of City Administrative Regulations covering the use of City vehicles.

**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 and 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.

**SPECIAL REQUIREMENTS OF POSITION:**

~~1. Possession of a valid Class C California Driver's License.~~

~~2. To be advanced to Water Service Representative upon possession of a Class B Driver's License, Grade III Distribution Certificate, ability to work at a Journeyman level Distribution Operator and available to perform Stand-by activities.~~

Formatted: Font: 11 pt

Water Service Representative I  
Created\_12/10/79  
Revised\_08/12/97  
Revised\_02/xx/19

**City of South Gate**  
Class Specifications and Attributes

Formatted: Font: 15 pt

Formatted: Font: 16 pt

***WATER SERVICE REPRESENTATIVE II***

**DESCRIPTION DUTIES OF POSITION**

Under direction to perform a variety of tasks in the area of customer service. Under general supervision, performs a variety of direct customer contact and office support activities supporting the servicing and maintenance of customer accounts for water service and billing; serves as a front-line customer support position working with the public in person. Is responsible for processing requests for service, handling customer complaints, providing information and performing related work as required.

**CLASS CHARACTERISTICS**

The Water Service Representative II is the journey an entry level classification of the Water Services Representative series.

**SUPERVISION RECEIVED**

Works under the supervision of the Water Operation Foreman

**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.

Performs water audits and field inspections relating to meter rereads and water consumption inquires.

Researches customer account problems, evaluates alternatives and recommends solutions, depending upon the level of the problem.

Manually turns water on or off as directed; removes meters.

Reports the need for replacement, or repair or potential hazards such as broken meter box lids.

Answers difficult and complex questions regarding customer high and low billings.

Responds to meter leaks, turns- offs or water service due to delinquency or emergency related issues.

Researches automated and hard-copy customer account records in the office; uses such information to support investigations

Uses an iPad or computer and related software to open and close Service Requests

Follows applicable safety rules and regulations.

May assist other field staff in responding to water system leaks and other field emergencies.

Replaces water meters and minor on-site repairs of damaged registers, as well as replacement of damaged meter box covers.

**EXAMPLE OF DUTIES**

Responds to the problems of customers pertaining to water quality and service. Takes test samples when necessary. Reads and rereads meters to clarify disputes and adjustments. Turns water services on and off as required by changes in service status. Collects delinquent water and trash bills. Locks off services for non-payment. Schedules meter tests when required. Replaces water meters. Performs minor on-site repairs of damaged meter registers, as well as replacement of damaged meter box cover.

**QUALIFICATIONS**

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

Training and Experience:

Graduation from high school and at minimum one (1) year of work experience dealing with the public and maintaining customer accounts or similar records, plus a demonstrated ability to perform mechanical repair and maintenance.

**FORMAL TRAINING AND EXPERIENCE:** Any combination equivalent to graduation from high school. One (1) year of water works experience.

License/Certification/Special Requirements

Possession of a valid California Class C Driver's License and a satisfactory driving record is required at time of appointment and throughout employment. A Water Distribution Operator Grade II Certification from the State Water Resource Control Board is required.

Knowledge, Skills, and Abilities

Knowledge of:

Policies and techniques for dealing with the public, particularly in situations where the customer may be irate.

Basic operation and maintenance of water meters and related connections, field inspection methods and techniques

Safety practices and procedures related to field service work

Computer applications related to the work, such as mapping and routing software

Ability to:

Establish good communications with the general public as well as office personnel.

Deal effectively with the public, in person and over the telephone

Multi-task, organize own work, set priorities and meet deadlines

Drive a vehicle

Skills:

Perform basic meter maintenance and repair, ~~and the~~ Ability to speak Spanish highly desirable.

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 a City vehicle must acknowledge receipt and understanding of City Administrative Regulations covering the use of City vehicles.

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 and 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.

Formatted: Font: 11 pt

KNOWLEDGE AND ABILITIES: Ability to establish good communications with the general public as well as office personnel, and the ability to speak Spanish is highly desirable.

SPECIAL REQUIREMENTS OF POSITION:

1. *Possession of a valid Class B California Driver's License.*
2. *Possession of a State of California Department of Health Services Grade III Distribution Certificate.*
3. *Ability to perform at a Journey level Distribution Operator.*
4. *Ability to perform Stand-by functions for Distribution System.*

Water Service Representative II  
Created, 07/01/02  
Revised, 032/1225/19

Formatted: Font: 11 pt

RECEIVED

City of South Gate  
CITY COUNCIL

Item No. 11

APR 17 2019

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

AGENDA BILL

For the Regular Meeting of: April 23, 2019

Originating Department: Public Works

Department Director:

  
Arturo Cervantes

City Manager:


  
Michael Flad

**SUBJECT: AGREEMENT WITH STEPHEN DORECK EQUIPMENT RENTALS, INC., FOR THE CONSTRUCTION OF THE CHAKEMCO STREET WATER MAIN, CITY PROJECT NO. 606-WTR**

**PURPOSE:** The Chakemco Street Water Main Project (Project) proposes to replace one of the water lines of the municipal water system. The Project was advertised for construction and competitive bids have been received. A construction contract is needed to implement the Project.

**RECOMMENDED ACTIONS:**

- a. Approve Agreement with Stephen Doreck Equipment Rentals, Inc., to construct the Chakemco Street Water Main, City Project No. 606-WTR (Project), in the amount not-to-exceed \$269,835;
- b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- c. Approve the Notice of Exemption for the replacement of the Water Main and direct the City Clerk to file it with the Los Angeles County Recorder's Office.

 **FISCAL IMPACT:** There is no fiscal impact to the General Fund. Funds, in the amount of \$400,000, were included in the Fiscal Year 2018/19 budget for this Project in account number 311-790-31-9572 (Water Funds) and services were funded as summarized below:

Project Component	Water Funds Account No. 311-790-31-9572
Design	\$10,000
Construction	\$269,835
Construction Contingency	\$50,000
Construction Management and Inspection	\$30,000
Project Management	\$15,000
Contingency and Miscellaneous	\$25,165
<b>Total</b>	<b>\$400,000</b>

**ALIGNMENT WITH COUNCIL GOALS:** The Construction of the Chakemco Street Water Main meets the City Council's goal for "Continuing Infrastructure Improvements."

**ANALYSIS:** There is an immediate need to replace the existing water main that is located under Chakemco Street. Firstly, the Public Works Department is preparing a Water Master Plan that recommends upsizing the water main. Originally constructed in the 1950s, the Plan recommends

upsizing the line from a 6-inch to a 12-inch diameter pipe. This is needed to better serve Legacy High School area and fire flows for nearby businesses. Secondly, a project is under design to rehabilitate Chakemco Street. The road bed will be repaved, after which a pavement moratorium will be in effect. The water main should be replaced in advance of the project.

**BACKGROUND:** The Chakemco Street Water Main Project is a part of the Capital Improvement Program. The project has been designed and a construction contract is needed to implement the project.

On February 21, 2019, staff advertised the Notice Inviting Bids in the *Los Angeles Wave* newspaper. The Project was also advertised on the City website and trade publication services such as the *Construction Bid Board* and others. On April 1, 2019, six bids were received and opened by the City Clerk in a public forum. The summary of the bids follows:

No.	Bidder Name	Total
	Engineer's Estimate	\$300,000
1	Stephen Doreck Equipment Rentals Inc.	\$269,835
2	Williams Pipeline Contractors Inc.	\$284,650
3	Bonadiman Water Inc.	\$286,101
4	Palp Inc., Db a Excel Paving	\$289,989
5	HYM Engineering Inc.	\$356,000
6	Cedro Construction Inc.	\$356,464

Stephen Doreck Equipment Rentals, Inc., (Stephen Doreck) submitted the lowest responsible and responsive bid. The bid is within the range of the Engineer's Estimate of \$300,000.

Having been in existence as a utility construction contractor for over ten years, Stephen Doreck exhibits the capability, capacity, and experience to perform the work required under the bid solicitation. Based in Pico Rivera, Stephen Doreck has successfully completed similar projects in the cities of Pico Rivera and Long Beach. They also have a good past record of construction work with the City of South Gate.

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.

Construction is scheduled to begin in June 2019 and will be completed in October 2019.

**ATTACHMENTS:**

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

AA:lc



**AGREEMENT BETWEEN THE CITY OF SOUTH GATE AND  
DORECK EQUIPMENT RENTALS, INC., FOR  
THE CHAKEMCO STREET WATER MAIN  
CITY PROJECT, 606-WTR**

THIS AGREEMENT for construction of **CHAKEMCO STREET WATER MAIN, CITY PROJECT NO. 606-WTR** ("Agreement"), is made and entered into by and between the City of South Gate, a municipal corporation ("Owner"), and Stephen Doreck Equipment Rentals, Inc., a California Corporation, License No. 665471 ("Contractor"), on April 23, 2019.

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:

**CHAKEMCO STREET WATER MAIN  
CITY PROJECT, 606-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 two hundred sixty-nine thousand, eight hundred and thirty-five dollars and zero cents (\$269,835.00) 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: \_\_\_\_\_  
Jorge Morales, Mayor

Dated: April, 2019

**ATTEST:**

By: \_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

**DRAFT**

By: \_\_\_\_\_  
Raul F. Salinas, City Attorney

**STEPHEN DORECK EQUIPMENT RENTALS, INC.,  
Contractor**

By: \_\_\_\_\_  
Catherine Reis Doreck

Title: Chief Executive Officer

Dated: April, 2019

**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: \_\_\_\_\_

STEPHEN DORECK EQUIPMENT  
RENTALS, INC., Contractor

By: \_\_\_\_\_  
Catherine Reis Doreck

\_\_\_\_\_  
Chief Executive Officer  
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 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 insureds 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 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, 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 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.

**CHAKEMCO STREET WATER MAIN  
CITY PROJECT, 606-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 **Stephen Doreck Equipment Rentals Inc.**, ("Contractor" herein) a Contract for: construction of

**CHAKEMCO STREET WATER MAIN, CITY PROJECT, 606-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 **two hundred sixty-nine thousand, eight hundred and thirty-five dollars and zero cents (\$269,835.00)** 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:**

**STEPHEN DORECK EQUIPMENT RENTALS, INC.**

By: \_\_\_\_\_  
Catherine Reis Doreck

Title: Chief Executive Officer

9075 Telegraph Road  
Pico Rivera, CA 90660  
(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

**CHAKEMCO STREET WATER MAIN  
CITY PROJECT, 606-WTR**

**100% PAYMENT BOND**

WHEREAS, the City of South Gate, South Gate, California ("City" herein), has awarded to **Stephen Doreck Equipment Rentals, Inc.**, ("Contractor" herein) a Contract for the work described as follows:

**CHAKEMCO STREET WATER MAIN  
CITY PROJECT, 606-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 **two hundred sixty-nine thousand, eight hundred and thirty-five dollars and zero cents (\$269,835.00)** 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 \_\_\_\_\_, 2019.

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

**CONTRACTOR:**

**STEPHEN DORECK EQUIPMENT RENTALS INC.**

By: \_\_\_\_\_  
Catherine Reis Doreck

Title: Chief Executive Officer

9075 Telegraph Road  
Pico Rivera, CA 90660  
(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

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY  
EACH AWARDEE OF A PRINCIPAL CONTRACT**

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF )

\_\_\_\_\_ being first duly sworn, deposes and says that he is  
\_\_\_\_\_ of \_\_\_\_\_ (sole owner, a  
partner, president, etc.) \_\_\_\_\_ the party making the foregoing bid,  
that such bid is not made in the interest of or behalf of any undisclosed person, partnership,  
company, association, organization or corporation, that such bid is genuine and not collusive or  
sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put in  
a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed  
with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding,  
that said bidder has not in any manner, directly or indirectly, sought by agreements,  
communication or conference with anyone to fix the bid price of said bidder or of any other  
bidder, or to fix the overhead, profit or cost element of such bid price, or of that of any other  
bidder, or to secure any advantage against the public body awarding the Contract or anyone  
interested in the proposed Contract; that all statements contained in such bid are true and, further,  
that said bidder has not, directly or indirectly, submitted his bid price, or any breakdown thereof,  
or the contents thereof, or divulged information or data relative thereto, or paid and will not pay  
any fee in connection therewith to any corporation, partnership, company, association,  
organization, bid depository or to any member or agent thereof, or to any other individual, except  
to such person or persons as have a partnership or other financial interest with said bidder in their  
general business.

Signed \_\_\_\_\_

\_\_\_\_\_ Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_ Notary Public

(Attach Notary Certificate)

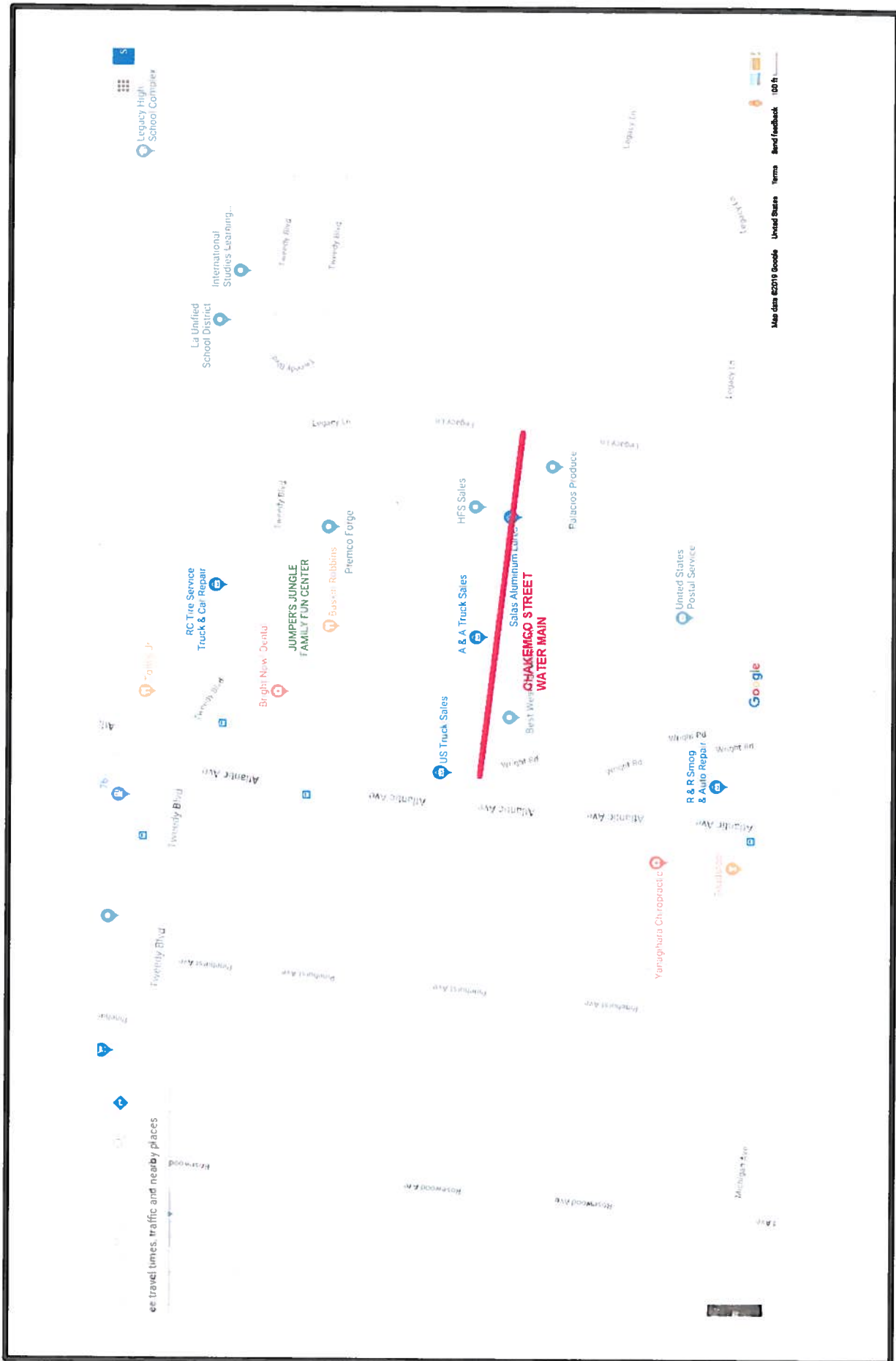
CHAKEMCO STREET WATER MAIN  
CITY PROJECT NO. 606-WTR  
BID SCHEDULE

Bid Date: 4/1/2019

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	STEPHEN DORECK EQUIPMENT RENTALS, INC.		WILLIAMS PIPELINE CONTRACTORS, INC.		BONADIMAN WATER, INC.		PALP INC., DBA EXCEL PAVING		T.E. ROBERTS, INC.		CEDRO CONSTRUCTION, INC.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Mobilization/Demobilization	LS	1	#	\$15,475	#	\$20,700	#	\$8,000	#	\$7,000	#	#	#	\$17,000
2	Excavation Safety Measures	LS	1	#	\$2,875	#	\$6,600	#	\$22,000	#	\$9,800	#	#	#	\$7,000
3	Cleanup, Punchlist Items and Demobilization	LS	1	#	\$2,500	#	\$10,100	#	\$1,000	#	\$6,589	#	#	#	\$5,000
4	Install Fire Hydrants	E A	2	#	\$18,550	#	\$21,800	#	\$20,000	#	#	#	#	#	\$26,000
5	Install New Valves 10"	E A	4	#	\$9,720	#	\$30,000	#	\$12,000	#	#	#	#	#	\$9,464
	Install New Valves 12"	E A	3	#	\$8,850	#	\$13,800	#	\$12,000	#	#	#	#	#	\$21,000
6	Install 12" Ductile Iron Water Line	LF	600	#	\$248	#	\$170	#	\$275	#	\$238	#	\$150	#	\$252
7	Install 1" Meter Service	E A	9	#	\$26,595	#	\$29,700	#	\$21,600	#	#	#	#	#	\$37,800
8	Connect New Water Line to Existing 10" Water Line in Atlantic Avenue	E A	1	#	\$10,245	#	\$18,300	#	\$8,000	#	\$8,600	#	\$5,000	#	\$10,000
9	Connect New Water Line to Existing 10" Water Line in Legacy Lane	E A	1	#	\$8,850	#	\$650	#	\$8,000	#	\$9,200	#	\$6,500	#	\$11,700
10	Provide Traffic Control	LS	1	#	\$2,875	#	\$3,300	#	\$5,000	#	\$8,300	#	#	#	\$5,300
11	Potholing	E A	10	#	\$400	#	\$730	#	\$3,000	#	#	#	#	#	\$7,500
12	Additional Asphalt Patch Repair	SQ Yard	100	#	\$95	#	\$104	#	\$500	#	\$7,500	#	\$100	#	\$45,000
13	All Other Work	LS	1	#	\$1,000	#	\$10,000	#	\$1	#	\$800	#	#	#	\$2,500
TOTAL AMOUNT BID				#	#	#	#	#	#	#	#	#	#	#	#####
RANK				1	2	3	4	5	6						

[1] The amount shown in the bid is in error

# Attachment C – Location Map



**NOTICE OF EXEMPTION**

---

**TO:** County Clerk/Registrar-Recorder  
County of Los Angeles  
Environmental Filings  
12400 E. Imperial Hwy  
Norwalk, CA 90650

**FROM:** Public Works Department  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280-3075

---

**Project Title and Location (including county):**

Chakemco Street Water Main - City Project No. 606-WTR. Project is located at Chakemco Street in the City of South Gate, in Los Angeles County.

**Project Description:**

The work consists of constructing a 12-inch water main in Chakemco Street, between Atlantic Avenue and Legacy Lane, to replace an existing 6-inch main segment, and abandonment of the existing 6-inch main segment.

**Name of Public Agency Approving Project:**

City of South Gate - Public Works Department

**Name of Person/Agency Carrying Out Project:**

Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works - 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));
- Emergency Project (Sec. 21080 (b) (4); 15269(b) (c));
- Categorical Exemption: Section: 15301 Class: 1(b)
- Statutory Exemption: Section: \_\_\_\_\_ Class: \_\_\_\_\_

**Reasons why project is exempt:**

This project is Categorically Exempt under Existing Facilities Section 15301 Class 1(b) for the replacement of an existing water main segment.

**Lead Agency Contact Person and Phone Number:**

Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works - City of South Gate  
323-357-9657 [acervantes@sogate.org](mailto:acervantes@sogate.org)

**Prepared and filed by the South Gate Public Works Department by:**

Arturo Cervantes, P.E., Assistant City  
Manager/Director of Public Works

---

**Signature**

**Printed Name and Title**

**Date**

RECEIVED

APR 17 2019

City of South Gate  
CITY COUNCIL

Item No. 12

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

AGENDA BILL

For the Regular Meeting of: April 23, 2019

Originating Department: Public Works

Department Head:

  
Arturo Cervantes

City Manager:


  
Michael Flad

**SUBJECT: LOS ANGELES UNIFIED SCHOOL DISTRICT'S REQUEST TO WAIVE ENCROACHMENT PERMIT AND BANNER PERMIT FEES TO INSTALL BANNERS IN THE PUBLIC RIGHT-OF-WAY**

**PURPOSE:** The Los Angeles Unified School District (LAUSD) is proposing to install 24 banners on Tweedy Boulevard to highlight the academic achievements of South Gate students. LAUSD is requesting the City to consider waiving permit fees to make the project financially feasible.

**RECOMMENDED ACTIONS:**

- a. Receive and file a proposal from the Los Angeles Unified School District (LAUSD) to install 24 banners on Tweedy Boulevard between Truba Avenue and Elizabeth Avenue, for the purposes of promoting student achievements at South East High School and Victoria Elementary School;
- b. Approve LAUSD's request to waive Public Works Encroachment Permit Fees for the installation of 24 banners, in the amount of \$3,672; and
- c. Approve LAUSD's request to waive Banner Permit Fees for the installation of 24 banners, in the amount of \$4,200.

 **FISCAL IMPACT:** The total in fees under consideration to be waived is \$7,872, with a summary as follows: (a) Public Works Encroachment Permit Fee: \$3,672 for 24 banner locations in the amount of \$153 per location; and (b) Banner Permit Fees: \$4,200 for 24 banners in the amount of \$175 per banner.

Waiving permit fees impacts the General Fund because permit fees are deposited into the General Funds as revenue.

**ANALYSIS:** None.

**BACKGROUND:** On February 11, 2019, the City Council received a letter from LAUSD in regards to the success of the LAUSD Banner Project which highlighted the academic achievements of students at South Gate High School and South Gate Middle School. LAUSD is proposing to engage in a third phase of the project to highlight the academic success of students at South East High School and Victoria Elementary. The project entails installing banners with portrait photos of students and staff and strategically placing them on Tweedy Boulevard between Truba Avenue and Elizabeth Avenue.

The students and staff that will be displayed on the banners represent the South Gate community as students or educators.



Waiving the aforementioned fees allows the City to highlight students and staff through collaboration with LAUSD. It also promotes that the City values education and student successes.

- ATTACHMENTS:**
- A. Request from the Los Angeles Unified School District
  - B. Banner Samples
  - C. Map of Banner Locations

AM:lc

**MEMBERS OF THE BOARD**

**STEVEN ZIMMER, PRESIDENT**  
**MONICA GARCIA**  
**DR. GEORGE J. MCKENNA III**  
**MONICA RATLIFF**  
**SCOTT M. SCHMERELSON**  
**DR. RICHARD A. VLADOVIC**



**LOS ANGELES UNIFIED SCHOOL DISTRICT**

**LOCAL DISTRICT EAST**

2151 N. SOTO STREET  
LOS ANGELES, CALIFORNIA 90032  
TELEPHONE: (323) 224-3100 FAX: (323) 222-5702

**JOSE P. HUERTA**  
LOCAL DISTRICT SUPERINTENDENT

**J. CARLO MARQUEZ**  
COUNSELING COORDINATOR

**AUSTIN BEUTNER**  
SUPERINTENDENT OF SCHOOLS

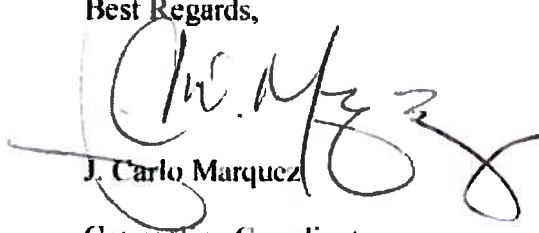
February 11, 2019

Dear South Gate City Council:

Thank you for your continuous partnership with LAUSD and our efforts to promote our schools in your city. For the past month, we have been working on another project that will continue to highlight the academic achievements of our wonderful students in the City of South Gate, such as growth in graduation and standardized tests. Because of these achievements, our Local District East leadership team has chosen the students of South East HS and Victoria El to be recognized. Our goal is for images of select students to be placed on street banners throughout the City of South Gate.

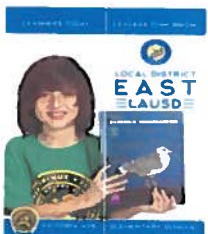
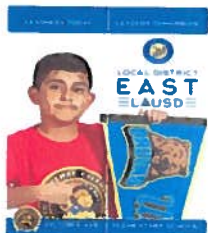
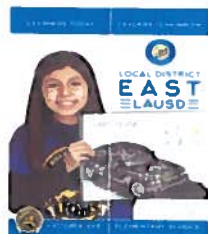
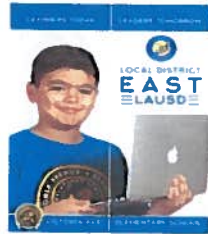
In hopes of displaying the banners in your city, we are asking that the City of South Gate allows us to hire a 3<sup>rd</sup> party vendor to allow access to hang these banners on the street poles. We also ask that the City of South Gate considers waiving any fees associated with this project. We hope that this project will be a celebration of the spirit and achievements of both the City of South Gate and Local District East. Thank you for your time and consideration of these requests.

Best Regards,

  
J. Carlo Marquez

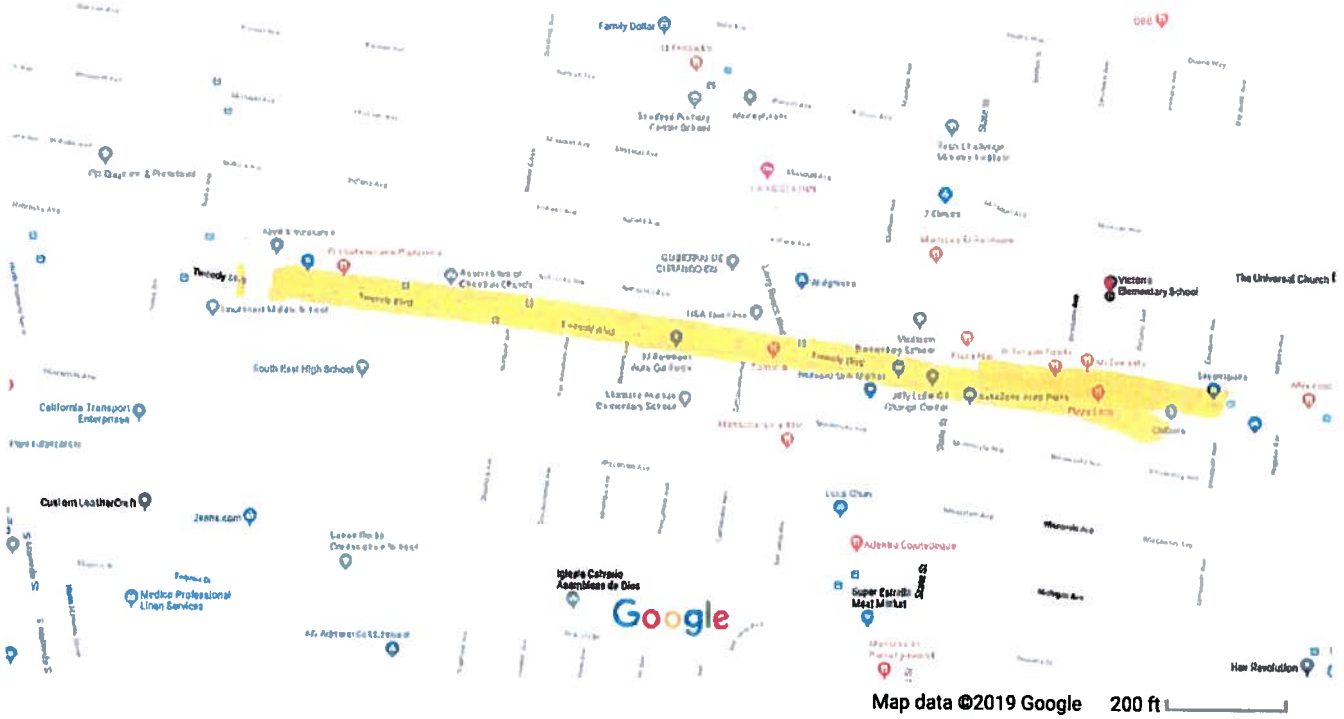
Counseling Coordinator

LAUSD—Local District East



Google Maps

12 banners to be installed on Tweedy Blvd between Truba Ave and Elizabeth Ave.



**DELAYS**

Light traffic in this area

No known road disruptions. Traffic incidents will show up here.

RECEIVED

# City of South Gate

# Item No. 13

APR 18 2019

CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

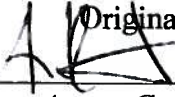
## AGENDA BILL

9:30am

For the Regular Meeting of: April 23, 2019

Originating Department: Public Works

Department Director:



Arturo Cervantes

City Manager:



Michael Flad

**SUBJECT: NOTICE OF COMPLETION FOR THE AUTOMATIC WATER METER UPGRADE, PHASE 2, CITY PROJECT NO. 573-WTR**

**PURPOSE:** Construction of the Automatic Water Meter (AMR) Upgrade Project (Project), Phase 2, is complete and the retention payment to the contractor is due. Section 7107 of the Public Contract Code requires the City to accept completion of the project, and issue public notice of such, prior to releasing the retention payment.

**RECOMMENDED ACTIONS:**

- a. Accept completion of construction of the Automatic Water Meter Upgrade Project, City Project No. 573-WTR, effective March 4, 2019; and
- b. Direct the City Clerk to file the Notice of Completion with the Los Angeles County Recorder's Office.

*CA/124* **FISCAL IMPACT:** There is no fiscal impact to the General Fund. The project was budgeted in the amount of \$500,000 in Water Funds (Account No. 411-731-71-9554) in the Fiscal Year 2018/19 budget. Services were funded as summarized below:

Project Component	Water Funds Account No. 411-731-71-9554
Final Design Costs	\$10,000
Radio Receiver Equipment	\$16,173
Final Construction Contract Amount	
Original Contract Amount	\$412,965
Change Order No. 1	(\$16,081)
Subtotal	\$396,884
*Project Management & Inspection	\$30,000
Project Total	\$453,057

\*Staffing costs will continue to incur to process final payments and paperwork.

**ALIGNMENT WITH COUNCIL GOALS:** The Project meets the City Council's goal for "Continuing Infrastructure Improvements." The milestone identified in the 2018/19 Work Program is to complete construction.

**ANALYSIS:** The Public Contract Code establishes requirements that the City must abide to prior to releasing the final payment on construction projects. The Notice of Completion provides written notice to concerned parties that all work on the project has been completed. The Notice of Completion initiates the period within which concerned parties may exercise their lien rights for the work they performed on the project. The City may use a part or all of the retention payment to settle any liens exercised against the City. If no liens or claims have been filed within 35 days of the filing of the Notice of Completion, the City will release retention and any remaining amount due to Contractor.

This Project further automates Water Meter Route C-2, which has over 2,500 water meters. Water meter reads are now performed automatically by staff, with the exception of 40 large meters that are read manually.

**BACKGROUND:** Water meters serve an important function in the municipal water system. They provide the means to measure water consumption and to generate water billings. Over 14,300 water meters service the water system. Some of the meters have aged and are over 25 years old. The Project was implemented to replace 408 water meters. Construction is complete, and the City Council may now approve the Notice of Completion.

On October 9, 2018, the City Council awarded Contract No. 3231 to HYM Engineering, Inc., (Contractor) in the amount of \$412,965 for the construction of the AMR Water Meter Upgrade Project. Construction began on November 12, 2018, and was completed on March 4, 2019. The Contractor has met all of the contract obligations. The Notice of Completion can now be filed with the Los Angeles County Recorder's Office.

Change Order No. 1 was owner-initiated and was a deductive change order in the amount of \$16,081. The change order was needed to align the contract quantities (which are based on estimates) to the actual construction quantities. The final contract amount was \$396,884.

Change Order No. 1 was approved administratively in accordance with South Gate Municipal Code Section 1.54.610 (Approval of modifications and change orders), of Chapter 1.54 (Purchasing System and Bidding Rules, of Title 1 (Administration and Personnel). This provision authorizes staff to approve change orders administratively that are equal to or less than \$50,000 or twenty percent of the original contract price.

**ATTACHMENTS:** A. Notice of Completion  
B. Location Map  
C. Change Order No. 1

AA:lc

**RECORDING REQUESTED BY**

**AFTER RECORDING MAIL TO**

CITY CLERK'S OFFICE  
CITY OF SOUTH GATE  
8650 CALIFORNIA AVENUE  
SOUTH GATE, CA 90280

**SPACE ABOVE THIS LINE FOR RECORDER'S USE**

**NOTICE OF COMPLETION**

NOTICE is hereby given that:

- 1 The undersigned is owner of the interest stated below in the property hereinafter described;
- 2 The NAME (including that of the undersigned), ADDRESS and NATURE OF TITLE of every person owning any Interest in such property is as follows:

FULL NAME	FULL ADDRESS	NATURE OF TITLE
City of South Gate	8650 California Avenue South Gate, CA 90280	In Fee

- 3 The names and addresses of the transferors of the undersigned owner: (to be shown if the undersigned is a successor in interest of the owner who caused the improvement to be constructed, etc.) N/A
- 4 A work of improvement on the property hereinafter described was COMPLETED ON 3/4/2019
- 5 The name of the CONTRACTOR, if any, for such work of improvement was HYM Engineering, Inc., 6380 Roland Street, Buena Park, CA 90621.
- 6 The property on which said work of improvement was completed is in the City of South Gate, County of Los Angeles, State of California, and is described as follows:

**THE AUTOMATIC METER READING UPGRADE – PHASE 2 - CITY PROJECT NO. 573-WTR**

- 7 The street and address of said property is: Citywide Project Dated: April 23, 2019

- 8 Signature of } \_\_\_\_\_  
Owner or Owners Jorge Morales, Mayor, City of South Gate

***A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.***

STATE OF CALIFORNIA            }  
  }  
COUNTY OF LOS ANGELES        }       SS

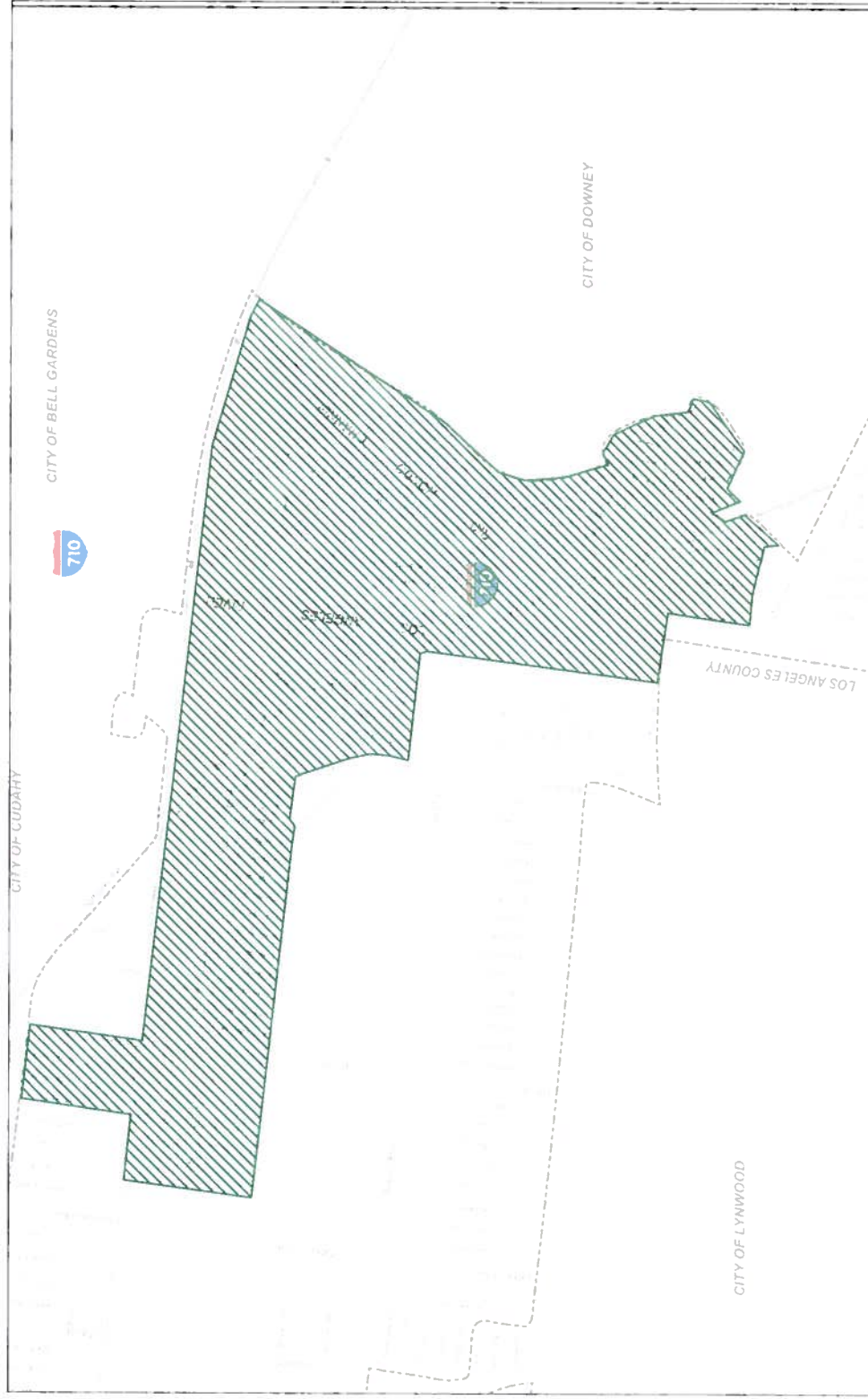
Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory  
evidence to be the person(s) who appeared before me.

Signature: \_\_\_\_\_

Place Notary Seal Above



# Meter Cycle C-2



Location Map

CITY OF SOUTH GATE  
Public Works Department

BALANCE CONTRACT CHANGE ORDER NO. 1

PROJECT DESCRIPTION: AUTOMATIC WATER METER (AMR) UPGRADE – PHASE 2

PROJECT NO: 573-WTR

CONTRACT NO. 3478  
PURCHASE ORDER NO: 4953

CONTRACTOR: HYM ENGINEERING INC.

DESCRIPTION OF CHANGES AND/OR EXTRA WORK:

The Contractor is hereby directed to make the herein described changes from the plans and specifications and/or perform the following described work not included in the Plans and Specifications for this project.

ITEM	DESCRIPTION	U/M	QUANTITY	UNIT PRICE	TOTAL
1	Replace existing meters and furnish and install new 3/4 inch and 1 inch AMR meter and transmitter complete	EA	-1.00	\$807.44	(\$807.44)
3	Replace existing meters and furnish and install new 2 inch AMR meter and transmitter complete	EA	-1.00	\$1,096.03	(\$1,096.03)
4	Replace customer side connector up to 2-foot of piping for 3/4" and 1" meters	EA	-7.00	\$1,207.44	(\$8,452.08)
5	Replace customer side connector up to 2-foot of piping for 1-1/2" and 2" meters	EA	-4.00	\$1,481.34	(\$5,925.36)
<b>TOTAL ESTIMATED PRICE FOR THIS CHANGE ORDER:</b>					<b>(\$18,080.91)</b>

This document shall become an amendment to the Contract and all provisions of the Contract will apply hereto. This Change Order constitutes a complete and final resolution of all claims of the Contract for additional time or additional compensation related to or affected by work that is the subject of this Change Order. Quantities of items other than Lump Sum are not to exceed the amounts indicated.

**JUSTIFICATION:** (Be specific on each item. Attach supporting documents as necessary)  
Balancing Change Order for actual work completed

**CONTRACT VARIANCE SUMMARY**

CCO #	Amount	%	Time	Date Approved
1	(\$16,080.91)	-3.89%	0	
<b>Total</b>	(16,080.91)	-3.89%	0	
Original Contract Amount		\$412,964.90	Revised Contract Amount \$396,883.99	
Date Started: 11-12-2018		Original Completion Date: 3-12-2019	Revised Completion Date: 3-4-2019	

**AUTHORIZATION BY CITY:**

Recommended for approval by:

K. Aruce Date: 4/4/19  
 Project Manager

\_\_\_\_\_  
 Clint Herrera, P.E., Deputy City Engineer

Approved by:

\_\_\_\_\_  
 Arturo Cervantes, P.E., Assistant City Manager/Public Works Director

**ACCEPTANCE BY CONTRACTOR:**

We, the undersigned Contractor, have given careful consideration to the above described changes and/or extra work and hereby agree that said work that is the subject of this Change Order. Quantities of items other than Lump Sum are not to exceed the amounts indicated.

Accepted by [Signature] Title: Vice President  
 HYM Engineering, Inc.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

RECEIVED

APR 15 2019

Item No. 14

City of South Gate  
CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER


8:00am

AGENDA BILL

For the Regular Meeting of: April 23, 2019

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 Regular Meeting minutes and Special Meeting minutes of March 26, 2019 and April 9, 2019.

**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  
REGULAR CITY COUNCIL MEETING  
MINUTES  
TUESDAY, MARCH 26, 2019**

**CALL TO ORDER**                    María Belén Bernal, Mayor called a Regular City Council meeting to order at 6:44 p.m.

**INVOCATION**                     Paul L. Adams, Director of Parks & Recreation

**PLEDGE OF ALLEGIANCE**                    Martha Torres, Fair Housing Foundation

**ROLL CALL**                        Carmen Avalos, City Clerk

**PRESENT**                         Mayor María Belén Bernal, Council Member Maria Davila and Council Member Al Rios; Assistant City Manager Michael Flad, City Attorney Raul Salinas

**ABSENT**                         Vice Mayor Jorge Morales, Council Member Denise Diaz

**LATE**                              City Treasurer Greg Martinez

**1**  
**PROCLAMATIONS**                    The City Council issued a Proclamation declaring the month of April 2019 as National Fair Housing Month.

**2**  
**PROCLAMATIONS**                    The City Council issued a Proclamation declaring April 10, 2019, as Adult School Student Recognition Day in the ABC Unified School District and presented Certificates of Appreciation to South Gate residents Maria Arreola and Silberza Panduro in recognition for being selected as 2019 Outstanding Adult School Students.

**3**  
**PRESENTATIONS**                    The City Council presented Certificates of Appreciation to Bryson Avenue Elementary School, International Studies Learning Center, Legacy STEAM High School, Montara Avenue STEM Magnet, San Miguel Elementary School, South Gate Middle School, Southeast DREAMS Magnet, and Tweedy Elementary School, for their participation and achievements in the Local District East STEAM Fest on March 2, 2019.

## REGULAR CITY COUNCIL MEETING MINUTES OF MARCH 26, 2019

4

CUP #833

The City Council conducted a public hearing to consider adopting one of the following Resolutions regarding the appeal for Conditional Use Permit No. 833:

- a. Resolution - approving without modification Conditional Use Permit No. 833 to allow an unmanned telecommunications facility at 8912 Madison Avenue; OR
- b. Resolution - denying Conditional Use Permit No. 833 to allow an unmanned telecommunications facility at 8912 Madison Avenue; OR
- c. Providing direction on how to modify the Resolution regarding Conditional Use Permit No. 833 to allow an unmanned telecommunications facility at 8912 Madison Avenue and adopt Resolution as amended.

Joe Perez, Director of Community Development gave a presentation of this item. The Planning Commission reviewed this item at its February 21<sup>st</sup> meeting denied the Conditional Use Application. The applicant, J5 Infrastructure Partners, on behalf of Verizon Wireless is appealing the Planning Commissions denial of the CUP.

Kevin Sullivan, Verizon Wireless gave a presentation on their plan.

Mayor Bernal opened the Public Hearing at 7:23 p.m.

Virginia Johnson, 5751 McKinley Avenue spoke about different areas that have cell towers and thinks this could be good in providing better coverage for our citizens.

Mayor Bernal asked if anyone else in the audience wishes to speak on this item. Seeing no one step forward; Mayor Bernal closed the Public Hearing.

Raul Salinas, City Attorney stated that he wanted to follow up on a couple of comments that Mr. Sullivan had made. The presentation by Mr. Perez is one based on aesthetics and not on the health considerations. In reponse to photos discussed by Mr. Sullivan, City Attorney Salinas stated certain pictures relate to antennas located on land owned by the Los Angeles Department of Water and Power. These antennas are on land not owned by the City of South Gate. Attorney Salinas reported that shortly before the City Council Meeting began he spoke with Mr. Sullivan and two of his representatives.

## REGULAR CITY COUNCIL MEETING MINUTES OF MARCH 26, 2019

4  
CUP #833  
CONT'D

Attorney Salinas reported that Verizon expressed the interest to continue working with the City and staff. It was agreed that they would make this presentation today so that they would have an administrative record of the appeal that Verizon has lodged. Verizon has agreed that, in an effort to further collaborate with City staff, they are prepared to continue the remainder of the public hearing to the second meeting in April. This should allow Verizon enough time to meet with Mr. Perez and members of his staff. Verizon also agreed to undertake additional RF testing that would give guidance to where the tree antenna can be relocated within that parcel and to try to come to some arrangement. There are a number of deadlines that are imposed on the City as well as Verizon we would agree that we would enter into a tolling agreement and I will ask Mr. Sullivan to come back to the podium to state Verizon is willing to enter into a tolling agreement. The tolling agreement will toll at least through April 23, 2019, the running of all statutes of limitations and time periods to bring any claims, actions or defenses, including those under 47 USC 332 and California Government Code section 65964.1, relating to or regarding Verizon's State Street site application.

Mr. Sullivan returned to the podium and confirmed that Verizon does agree to enter into a tolling agreement with the City. He hopes that we can finalize the agreement in a more definitive form within the next couple of days. We agreed to stay all timelines and deadlines that are running both under the Federal Telecommunications Act 47USC Section 332 as well as Government Codes Section 65964.1. We look forward to coming back here in the second meeting of April hopefully with some refinements to a site plan and hopefully something that this Council would entertain.

Mayor Bernal suggested looking at moving the tower to the back section of the property that would take the tower from the driver's line of site. She also asked how long the RF testing takes and would we have the information before the second meeting in April.

Mr. Sullivan responded that he has been told that RF testing takes about a week and should be available in time.

This item was continued to the April 23<sup>rd</sup> City Council Meeting by motion of Council Member Rios and seconded by Mayor Bernal.

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

## REGULAR CITY COUNCIL MEETING MINUTES OF MARCH 26, 2019

### COMMENTS FROM THE AUDIENCE

Virginia Johnson, 5751 McKinley Avenue would like to see neighbors being notified when the City approves an ADU so they will know the impact that it will have in the neighborhood. The notices should also clarify the parking requirements of that property. This is only fair to the residents that will have to deal with the density increase and fewer parking spaces.

Iris Ilagan, Library Manager for Weaver Library said that the WAVE Newspapers are not being delivered on time to the libraries. Every year the library does a book mark contest and each library in Los Angeles County chooses winners from their community. These winners go on to the County wide contest and the Board of Supervisors choose winners to represent each district. This year we have a winner from South Gate.

Julie Hernandez Chan, Hollydale Community Library announced that the Hollydale Community Library will be closing temporarily for renovations. Our last day of service will be Saturday, March 30<sup>th</sup>.

Yadira Ramiro, 10353 California Avenue, has concerns regarding the lack of transparencies of the JAA. South Gate High School used to work hand and hand with the City Parks Department to provide a place for our teams to play. However, now they no longer do. She would like a baseball diamond designated at South Gate Park for the high school teams to use. She stated that the lights are turned off in the middle of the game and they are being charged high fees by the JAA for the right to use the field. She is concerned with retaliation by the JAA and wants to know who oversees the JAA. She feels that the City needs to step in and do an audit/establish policies that are transparent.

Gabriela Sid, Congresswomen Nanette Barragán's Office stated that the Congresswoman was appointed to the Energy and Commerce Committee. She also provided everyone with an update on some of the legislation coming up. The Congresswoman's office is looking for entries for the Congressional Art Contest for all 9<sup>th</sup> to 12<sup>th</sup> graders.

Nick Godoy, 8611 San Gabriel Avenue spoke about traffic issues near the I-710 freeway. He also spoke on the street vendors and parking near San Gabriel. He feels that the current City Council doesn't recognize the veterans of the City.

### REPORTS AND COMMENTS FROM CITY OFFICIALS

Paul Adams, Director of Parks and Recreation said that the Senior Follies is on Saturday.

Greg Martinez, City Treasurer thanked the Mayor for the Open House event at City Hall. He mentioned the Car Show is on Sunday.



## REGULAR CITY COUNCIL MEETING MINUTES OF MARCH 26, 2019

### REPORTS AND COMMENTS FROM CITY OFFICIALS

CONT'D

Carmen Avalos, City Clerk spoke on the election of the State Senate.

Council Member Rios thanked everyone for a very successful ground breaking ceremony at the East Los Angeles College. The River Plan will be at South Gate Park on Thursday and he attend a Caesar Chavez luncheon hosted by Supervisor Solis. He reminded everyone that we are one year away from the census and it is important to get everyone counted.

Council Member Davila attended the County Transportation Meeting where they discussed their budget. She also attended the Eco Rapid Transit Meeting, the ground breaking for East Los Angeles College and the census meeting. The South Gate Multi-Cultural Woman's Club held the Annual Conference, which was very successful. She thanked the South Gate Police Officer Association and South Gate Police Management Association for their support. She thanked Mr. Adams for helping us and asked that he relay their thanks to the Parks staff. She congratulated the Mayor on the Open House and she feels that it should be continued in future years.

Mayor Bernal expressed her appreciation for having a great year as Mayor. She has seen many successes in her personal life, family and career but also here in the City of South Gate. This is her fourth year as a member of City Council after serving six years as City Treasurer. It was not until this year that she feels that she has worked more closely with staff and it is probably because she dedicated more time personally. She appreciated all the staff support for the Open House event and thought that the Seaborg Ribbon Cutting was a success. She attended the Budget Subcommittee meeting and they covered the 1% sales tax. She thanked Council Member Davila for her work with the South Gate Multicultural Women's Club. She also participated in the Career Day at Stanford Elementary School.

### CONSENT CALENDAR

Agenda Items 5, 6, 7, 11, 15, and 16 were approved by motion of Mayor Bernal and seconded by Council Member Davila. Items 8, 9, 10, 13, and 14 were pulled for discussion. Item 12 was removed from the agenda.

5

### TITLE 11

The City Council waived the reading in full and adopted Ordinance No. 2360 entitled - An Ordinance of the City Council of the City of South Gate, California, repealing Interim Ordinance Nos. 2336 and 2338 in their entirety and adding new Chapter 11.43 (Accessory Dwelling Units and Accessory Structures), to Title 11 (Zoning), of the South Gate Municipal Code during the consent calendar.

**REGULAR CITY COUNCIL MEETING MINUTES OF MARCH 26, 2019**

6

**MUNICIPAL CODE**

The City Council waived the reading in full and adopted Ordinance No. 2361 entitled - An Ordinance of the City Council of the City of South Gate, California, amending Section 1.59.040 (Issuance of Administrative Citation; Contents Thereof), Chapter 1.59 (Administrative Citations) of Title 1 (Administration and Personnel), of the South Gate Municipal Code, to provide for the immediate imposition of administrative fines or penalties for the violation of building, plumbing, electrical, or other similar structural, health and safety, or zoning requirements if the violation exists as a result of, or to facilitate, the illegal cultivation of cannabis during consent calendar.

7

**CMP**

The City Council considered adopting Resolution No. 7849 entitled - A Resolution of the City Council of the City of South Gate, California, - electing to be exempt from the Congestion Management Program during consent calendar.

8

**PERSONNEL**

The City Council adopted Resolution No. 7850 entitled - A Resolution of the City Council of the City of South Gate, California, - amending the Hourly Pay Table to provide salary increases to the City's part-time, hourly employees with the addition of retroactive pay by motion of Mayor Bernal and seconded by Council Member Davila.

9

**ETHICS**

The City Council adopted Resolution No. 7851 entitled - A Resolution of the City Council of the City of South Gate, California, temporarily suspending enforcement of issuing administrative citations to allow for limited alcohol beverage consumption during the California Contract Cities Association Board Meeting taking place at the Los Angeles River and Rio Hondo Channel confluence point on Wednesday, April 17, 2019, from 6:00 p.m. to 8:30 p.m. by motion of Council Member Rios and seconded by Mayor Bernal.

10

**RESURFACING**

The City Council considered adopting Resolution No. 7852 entitled - A Resolution of the City Council of the City of South Gate, California, adopting the Local Streets and Roads Funding Program Project List for Fiscal Year 2019/20 to program \$1.6 million in Senate Bill 1 funds to the Citywide Residential Resurfacing Cape-seal Program, City Project No. 637-ST. in compliance with Senate Bill 1 requirements by Mayor Bernal and seconded by Council Member Davila.

## REGULAR CITY COUNCIL MEETING MINUTES OF MARCH 26, 2019

11

### SOUNDWALL

The City Council approved A and B during consent calendar.

- a. Approved a Freeway Maintenance Agreement (Contract No. 3516) with Caltrans to add maintenance provisions for the new soundwall that the City is proposing to construct under the 1-710 Corridor Soundwall Project, City project No. 587-ST; and
- b. Authorized the Mayor to execute the Freeway Maintenance Agreement in a form acceptable to the City Attorney.

12

### ENERGY

The City Council considered:

- a. Approving a Donation Agreement with ChargePoint, Inc., to receive a \$7,210 grant from the FivePoint EV Charging Station Donation Program and appropriate the grant to the Electric Vehicle Charging Stations, Project, City Project No. 636-GEN, Account No. 223-610-49-0995;
- b. Approving an Agreement with ABM Electrical and Lighting Solutions, Inc. for the construction of the Electric Vehicle Charging Stations, City Project No. 636-GEN (Project), in an amount not-to-exceed \$189,503;
- c. Transferring \$7,000 in Water Funds from Account No. 411-731-71-6101 to the Electric Vehicle Charging Stations Project, City Project No. 636-GEN, Account No. 223-610-49-9005;
- d. Authorizing the Mayor to execute the Agreements in a form acceptable to the City Attorney; and
- e. Approving the Notice of Exemption for this Project, and direct the City Clerk to file it with the Los Angeles County Recorder's Office.

This item was removed from the agenda.

13

### FINANCIAL AUDITS

The City Council approved A and B by motion of Mayor Bernal and seconded by Council Member Rios.

- a. Approved Amendment No. 1 to Contract No. 3229, Professional Services Agreement with The Pun Group, LLP, extending financial auditing services for the fiscal years ending June 30, 2019, and

**REGULAR CITY COUNCIL MEETING MINUTES OF MARCH 26, 2019**

June 30, 2020, in the amounts not-to-exceed \$65,564 and \$67,531, respectively; and

**13  
FINANCIAL  
AUDITS CONT'D**

- b. Authorized the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

**14  
WALNUT AVE  
RESTROOM**

The City Council rejected all bids received in the City Clerk's Office for the construction of the Walnut Avenue Restroom Building No. 5, City Project No. 628-PRK by motion of Council Member Rios and seconded by Mayor Bernal.

**15  
HOUSING ELEMENT**

The City Council approved A and B during consent calendar.

- a. Received and filed the Housing Element Annual Progress Report for calendar year 2018; and
- b. Directed staff to provide a copy of the Housing Element Annual Progress Report to the State Department of Housing and Community Development.

**16  
MINUTES**

The City Council approved the Regular Meeting minutes and Special Meeting minutes of February 26, 2019 and March 12, 2019 during consent calendar.

**17  
BUDGET**

The City Council considered:

- a. Receiving and filing the mid-year budget report for Fiscal Year 2018/19;
- b. Appropriating \$32,716 from the unassigned Prop A Fund balance to account no. 221-480-33-6304 for payment of the Eco-Rapid Transit Annual Membership Dues;
- c. Increasing revenue projections by \$203,595 in the Water Fund, account no. 411-4999, for the annual reimbursement from the Sewer Fund for its share of the annual debt service payments on the 2012 Water Revenue Bonds;
- d. Appropriating \$203,595 from the unassigned Sewer Fund balance to account no. 412-732-52-7999 to reimburse the Water Fund for the Sewer Fund's share of the annual debt service payments on the 2012 Water Revenue Bonds;

**REGULAR CITY COUNCIL MEETING MINUTES OF MARCH 26, 2019**

17

**BUDGET CONT'D**

- e. Appropriating \$20,000 from the unassigned Building & Infrastructure Maintenance Fund balance to account no. 524-415-61-6704 for the emergency repair of lateral lines at the Patricia G. Mitchell Swim Stadium; and
- f. Appropriating \$20,000 from the unassigned Building & Infrastructure Maintenance Fund balance to account no. 524-415-61-9100 for emergency repairs to the skylights at the Patricia G. Mitchell Swim Stadium.

This item was continued to the April 23<sup>rd</sup> City Council Meeting

18

**WARRANTS AND  
CANCELLATIONS**

The City Council approved the Warrants and Cancellations for March 26, 2019 by motion of Council Auditor Davila and seconded by Council Member Rios.

Total of Checks:	\$2,134,282.18
Voids	\$ ( 0.00)
Total of Payroll Deductions:	<u>\$ (345,198.98)</u>
Grand Total:	\$1,789,083.20

**ADJOURNMENT**

Mayor Bernal adjourned the meeting in memory of Laura Cruz, former Mayor Henry C. Gonzalez's sister; and Abelino Ostos Montañez, father of City's Street Foreman Abel Montañez at 9:00 p.m., seconded by Council Member Davila.

**PASSED and APPROVED** this 23<sup>rd</sup> day of April, 2019.

ATTEST:

\_\_\_\_\_  
María Belén Bernal, Mayor

\_\_\_\_\_  
Carmen Avalos, City Clerk

**CITY OF SOUTH GATE  
SPECIAL CITY COUNCIL MEETING  
MINUTES  
TUESDAY, MARCH 26, 2019**

**CALL TO ORDER** Mayor María Belén Bernal called a Special City Council meeting to order at 5:31 p.m.

**ROLL CALL** Carmen Avalos, City Clerk

**PRESENT** Mayor María Belén Bernal, Council Member Maria Davila and Council Member Al Rios; City Manager Michael Flad, City Attorney Raul F. Salinas

**ABSENT** Vice Mayor Jorge Morales, Council Member Denise Diaz, City Treasurer Greg Martinez

**CLOSED SESSION** The Council Members recessed into Closed Session at 5:34 p.m. and reconvened at 6:41 p.m. with three 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. Daniel Canizales v. City of South Gate, et al.
- b. Dalila Castillo v. City of South Gate

Item 1a is a claim against the City of South Gate Police Department. The City Council received a presentation on the Item and on a motion made by Council Member Davila and seconded by Mayor Bernal the City Council voted to deny the claim and to authorize the retention of outside Council.

Item 2b is a claim against the City involving a traffic collision. The City Council received a report by the City Attorney and upon completion of that report. The City Council denied the claim by motion of Council Member Davila and seconded by Council Member Rios.

**2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Pursuant to Government Code Section 54956.9 (b) and (c)

Two (2) - Potential Cases

The City Council received a presentation from the City Attorney and there was no reportable action.

**SPECIAL CITY COUNCIL MEETING MINUTES OF MARCH 26, 2019**

**3. CONFERENCE WITH LABOR NEGOTIATOR**

Pursuant to Government Code Section 54957.6

Agency Representation: City Manager, Michael Flad  
Unrepresented Employees: Hourly Employees

The City Council received a report from City Staff regarding the calculations of hourly wages and increases. Upon completion of the presentation, guidance was given but no reportable action was taken.

**4. CONFERENCE WITH LEGAL COUNSEL - REAL PROPERTY NEGOTIATIONS**

Pursuant to Government Code Section 54956.8

- a. Property APN:6210-017-900  
Property Address: 8640 California Avenue, South Gate,  
California 90280  
City Negotiator: Arturo Cervantes, Public Works Director,  
and Jim Simon, RSG  
Negotiating with: County of Los Angeles and HUB Cities  
Consortium  
Under Negotiation: Terms of Lease

For Item 4a there was an initial presentation by the City Manager but in the interest of time to start our City Council meeting as scheduled we terminated that discussion.

**ADJOURNMENT**

Council Member Davila motioned to adjourn the meeting at 6:44 p.m. and seconded by Council Member Rios.

**PASSED and APPROVED** this 23<sup>rd</sup> day of April, 2019.

ATTEST:

\_\_\_\_\_  
Jorge Morales, Mayor

\_\_\_\_\_  
Carmen Avalos, City Clerk

**CITY OF SOUTH GATE  
REGULAR CITY COUNCIL MEETING  
MINUTES  
TUESDAY, APRIL 9, 2019**

- CALL TO ORDER** María Belén Bernal, Mayor called a Regular City Council meeting to order at 6:36 p.m.
- INVOCATION** Pastor Anthony Kidd, Community of Faith Bible Church
- PLEDGE OF ALLEGIANCE** Elisa Jimenez, Mayor Bernal's daughter
- ROLL CALL** Carmen Avalos, City Clerk
- PRESENT** Mayor María Belén Bernal, Vice Mayor Jorge Morales, Council Member Maria Davila; Council Member Denise Diaz and Council Member Al Rios; City Manager Michael Flad, City Attorney Raul Salinas
- LATE** City Treasurer Greg Martinez arrived at 6:48 p.m.
- 1**  
**PROCLAMATIONS** The City Council issued a Proclamation declaring April 13, 2019, as the 14th Annual Earth Day Celebration in the City of South Gate.
- 2**  
**PRESENTATIONS** The City Council presented a Certificate of Appreciation to artist Ja'Rie Gray for designing Metro's "Through the Eyes of Artists" poster featuring the shape of the City of South Gate.
- 3**  
**AZALEA FESTIVALS** The City Council introduced 2019 Azalea Queen Susan Janer and 2019 Grand Marshal Gil Hurtado, and will present them with the Key to the City.
- 4**  
**PRESENTATIONS** The City Council:
- a. Presented Certificates of Appreciation to the outgoing Miss Azaleita Court 2018 in recognition of their dedicated service to the community; and
  - b. Introduced the incoming Miss Azaleita Court 2019 and present them with City lapel pins.



## REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 9, 2019

5

### PRESENTATIONS

The City Council:

- a. Presented Certificates of Appreciation to the outgoing Miss South Gate Court 2018 in recognition of their dedicated service to the community; and
- b. Introduced the incoming Miss South Gate Court 2019 and presented them with a City lapel pin.

6

### PRESENTATIONS

The City Council presented Certificates of Appreciation to the students of the South Gate High School Leadership Class for their dedicated service to the South Gate community during their senior year.

### DEVIATE FROM THE AGENDA

At this time, there being no objections, Mayor Bernal stated that item 10 would be considered out of its regular agenda order.

10

### CENSUS

The City Council unanimously adopted Resolution No. 7853 entitled – A Resolution of the City Council of the City of South Gate in support of an accurate 2020 Census of the Southeast Los Angeles region by motion of Mayor Bernal and seconded by Council Member Davila.

7

### CITY COUNCIL

The City Council approved A and B:

- a. Re-organized by nominating and selecting a new Mayor and Vice Mayor for a one year term; the selection was ratified by a majority vote of the City Council; and
- b. The Oaths of Office were administered to the newly selected Mayor and Vice Mayor.

Mayor Bernal made a motion to nominate Council Member Rios as Mayor and Council Member Diaz as Vice Mayor. The motion died due to lack of support.

Vice Mayor Morales was selected as Mayor by motion of Council Member Rios and seconded by Mayor Bernal. Vice Mayor Morales abstained.

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

## REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 9, 2019

7

**CITY COUNCIL CONT'D** Council Member Diaz was selected as Vice Mayor by motion of Council Member Davila and seconded by Council Member Bernal.

**ROLL CALL:** Mayor Morales, yes; Council Member Diaz, abstained; Council Member Bernal, yes; Council Member Rios, yes; Council Member Davila, yes.

**RECESS**

The City Council recessed at 8:14 p.m., and reconvened at 8:27 p.m., with 5 Members of Council present.

8

**APPOINTMENTS  
CITY COMMISSIONS**

The City Council made the following appointments to City Commissions and Committees; the appointments were ratified by a majority vote of the City Council.

Vice Mayor Diaz appointed Robert Montalvo as her representative on the Parks and Recreation Commission seconded by Council Member Davila.

9

**APPOINTMENTS  
OUTSIDE BOARDS**

The City Council made the following appointments to outside boards and agencies; the appointments were ratified by a majority vote of the City Council.

Council Member Bernal was appointed City Council Auditor by motion of Mayor Morales and seconded by Council Member Bernal.

Mayor Morales was appointed as representative to the County Sanitation District and Vice Mayor Diaz was appointed as alternate by motion of Mayor Morales and seconded by Council Member Bernal. The vote was 4 to 1 with Mayor Morales abstaining.

Council Member Davila was appointed as representative to the Gateway Cities Council of Governments Board of Directors and Council Member Rios was appointed as alternate by motion of Mayor Morales and seconded by Council Member Bernal. The vote was 4 to 1 with Council Member Davila abstaining.

Vice Mayor Diaz was appointed as trustee to the Greater Los Angeles County Vector Control District by motion of Mayor Morales and seconded by Council Member Bernal. The vote was 4 to 1 with Vice Mayor Diaz abstaining.

Council Member Rios was appointed as representative to the HUB Cities Consortium and Vice Mayor Diaz was appointed as alternate by motion of Mayor Morales and seconded by Council Member Bernal. The vote was 4 to 1 with Council Member Rios abstaining.

## REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 9, 2019

9

### APPOINTMENTS OUTSIDE BOARDS CONT'D

Council Member Bernal was appointed as representative to the Independent Cities Association (ICA) and Council Member Davila was appointed as alternate by motion of Mayor Morales and seconded by Council Member Bernal.

Council Member Davila was appointed as representative to the Independent Cities Finance Authority and Council Member Rios was appointed as alternate by motion of Mayor Morales and seconded by Council Member Bernal. The vote was 4 to 1 with Council Member Davila abstaining.

Council Member Davila was appointed as representative to the Independent Cities Risk Management Authority (ICRMA) and Nellie Cobos, Deputy Director of Administrative Services/Human Resources and Risk Management as alternate by motion of Mayor Morales and seconded by Council Member Bernal.

Council Member Bernal was appointed as representative to the League of California Cities and Vice Mayor Diaz was appointed as alternate by motion of Mayor Morales and seconded by Council Member Bernal.

Council Member Bernal was appointed as representative to the Southeast Water Coalition Joint Powers Authority and Council Member Davila was appointed as alternate by motion of Mayor Morales and seconded by Council Member Bernal. The vote was 4 to 1 with Council Member Bernal abstaining.

Council Member Davila was appointed as representative to the Southern California Association of Governments (SCAG) and Council Member Bernal was appointed as alternate by motion of Mayor Morales and seconded by Council Member Bernal. The vote was 4 to 1 with Council Member Davila abstaining.

Council Member Davila was appointed as representative to the Eco-Rapid Transit (OLDA) and Council Member Rios as alternate by motion of Mayor Morales and seconded by Council Member Bernal. The vote was 4 to 1 with Council Member Davila abstaining.

Mayor Morales was appointed as representative to the Los Angeles County City Selection Committee and Vice Mayor Diaz was appointed as alternate by motion of Mayor Morales and seconded by Council Member Bernal.

## REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 9, 2019

9

### APPOINTMENTS OUTSIDE BOARDS CONT'D

Mayor Morales was appointed as representative to the California Contract Cities Association (CCCA) and Council Member Rios was appointed as alternate by motion of Mayor Morales and seconded by Council Member Bernal.

Council Member Davila was appointed as representative to the School Safety Collaborative and Vice Mayor Diaz was appointed as alternate by motion of Mayor Morales and seconded by Council Member Bernal.

Council Member Davila was appointed as representative to the I-710 EIR/EIS Project Committee by motion of Mayor Morales and seconded by Council Member Bernal. The vote was 4 to 1 with Council Member Davila abstaining.

Council Member Davila was appointed as representative to the Atlantic Ave/Blvd Corridor Cities Committee by motion of Mayor Morales and seconded by Council Member Bernal. The vote was 4 to 1 with Council Member Davila abstaining.

Vice Mayor Diaz was appointed as representative to the Southeast Community Development Corporation (SCDC) by motion of Mayor Morales and seconded by Council Member Bernal.

### COMMENTS FROM THE AUDIENCE

Greg Martinez, 2603 Ohio Avenue commented on the low voter turnout at the last election and is interested in strategies of what can we do, as elected officials, to increase voter turnout. He said that Public Works and the Police Department removed a homeless encampment and now the problem is that the homeless encampment has just moved down the street to Ardmore Avenue between Long Beach Boulevard and Santa Fe Avenue. We need to find a more permanent solution. He also informed the City Council that he will be out of the City next week attending the City Treasurer's conference.

Andy Kim, Gracias Music Foundation invited everyone to the Easter Cantata in Long Beach and provided information on her organization.

Mario Dominguez Jr., 10607 San Miguel Avenue spoke about the shooting that took place in January on Paramount Boulevard and asked the Council to consider placing onboard cameras on police vehicles and body cameras for the officers.

Virginia Johnson, 5751 McKinley Avenue congratulated Mayor Morales and Vice Mayor Diaz on their new appointments. About a year ago she reported a mattress truck on Garfield Avenue and Main Street. It's parked

## REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 9, 2019

### COMMENTS FROM

THE AUDIENCE CONT'D in a two hour zone and is there for months. Finally it moved but now it's back and has been there for three weeks. She reported it about a week and a half ago. After reporting it, he moved the truck but now it is has been back for the past week. She is concerned that if the City doesn't handle the problem, he will again be flying balloons and selling mattresses from the back of the truck.

Nick Godoy, 8611 San Gabriel Avenue spoke on the possible renaming of the Coliseum and left literature with the City Clerk to provide to the City Council. He said that Public Works fixed the potholes that he reported at the last City Council meeting and that he spoke with August in the Police Department about a BMW that parks in the red across from 8625 San Gabriel. He is concerned that the driver will hit a child. He has concerns that people accept positions on dais and then they never show up or they are going somewhere else for political advancements. If you can't fulfill the obligation then you shouldn't run.

### REPORTS AND COMMENTS

FROM CITY OFFICIALS Carmen Avalos, City Clerk congratulated Mayor Morales and Vice Mayor Diaz on their new appointments. The County is very much aware of low voter turnout especially for Special Elections and they are looking at possibly having a bill come forward this next year in regards to Special Elections being held on specific dates to minimize the voter turn-out costs. We spend between \$100 - \$200 per registered voter and they don't show up. She will be attending a meeting on April 23<sup>rd</sup> with the County that will address some of these issues. Ms. Avalos informed the City Council that she will be on vacation next week and wished everyone a wonderful Easter.

Council Member Bernal attended the County Sanitation meeting a couple weeks ago and is happy to report that the personnel committee was going to meet after that meeting. She is hoping that the labor negotiations will be getting some good news. The County Sanitation is also participating in our Earth Day event.

Council Member Rios congratulated Mayor Bernal for a fabulous year and raising important questions where he found himself aligning with her on many of the issues. He also congratulated Mayor Morales on his appointment. He attended the Eco Rapid tour this past weekend to ride the Metro to Pasadena, Culver City, and USC and is excited to see the possibilities coming to South Gate as we will also be getting stops in the future. He also attended the NALEO Public Policy on Workforce and he attended Supervisor Solis's luncheon honoring Cesar Chavez. We had the Master River Plan here and the project includes 51 miles of investment. Council Member Rios thanked everyone for attending the groundbreaking at East Los Angeles College.

## REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 9, 2019

### REPORTS AND COMMENTS FROM CITY OFFICIALS

CONT'D

Vice Mayor Diaz attended the California League of Cities Conference, where she is a part of the Environmental Quality Committee. The focus this year is on recycling. Along with Council Member Bernal she attended the WELL conference in Long Beach and will be out in San Jose with the same program. This past election brought together Mayor Solache of Lynwood, Vice Mayor Ana Maria Quintana of Bell and herself. They all agree we need to unite as the South East. Our goal is to bring the needs and wants of our community to Sacramento and Washington DC as well.

Mayor Morales attended a meeting in the Los Angeles River as a board member of the Rivers and Mountains Conservancy where we met the California Secretary of Natural Resources. April 17<sup>th</sup> will be his last board meeting as the President of the California League of Contract Cities and it will be hosted at the Los Angeles River at the confluence point.

### CONSENT CALENDAR

Agenda Items 11 and 12 were approved by motion of Mayor Morales and seconded by Council Member Rios. Item 10 was pulled for discussion.

11

### CIRCLE PARK

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

- a. Approved an Agreement (Contract No. 3518) with All American Asphalt to construct the Circle Park Driveway, City Project No. 634-PRK (Project), in the amount not-to-exceed \$268,576;
- c. Appropriated \$115,860 in Los Angeles County Proposition A Maintenance & Servicing Funds to Account No. 311-790-39-9472 to fully fund the Project;
- d. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- e. Approved the Notice of Exemption for the construction of the Project and direct the City Clerk to file it with the Los Angeles County Recorder's Office.

**REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 9, 2019**

12  
SAFE ROUTE  
TO SCHOOL

The City Council approved A, B, and C during consent calendar.

- a. Accepting completion of construction, effective April 2, 2019, of the Safe Routes to School Project, Cycle 10, in the vicinity of South Gate Middle School, City Project No. 481-TRF;
- b. Approving Change Order No. 1 in the amount of \$15,809 that was necessary to address unforeseen field conditions, and to remove contract work that was not cost-effective to construct; and
- c. Directing the City Clerk to file a Notice of Completion with Los Angeles County Recorder's Office.

13  
WARRANTS

The City Council unanimously approved the Warrants and Cancellations for April 9, 2019 by motion of Council Member Davila and seconded by Council Member Bernal.

Total of Checks:	\$3,158,656.87
Voids:	(\$ 41.99)
Total Payroll Deductions:	<u>\$ 293,934.81</u>
Grand Total:	\$2,864,680.07

Cancellation: 82014

ADJOURNMENT

Mayor Morales unanimously adjourned the meeting in memory of Larry Leonard, former South Gate City Council Member at 9:10 p.m., seconded by Council Member Davila.

**PASSED and APPROVED** this 23<sup>rd</sup> day of April, 2019.

ATTEST:

\_\_\_\_\_  
Jorge Morales, Mayor

\_\_\_\_\_  
Carmen Avalos, City Clerk

**CITY OF SOUTH GATE  
SPECIAL CITY COUNCIL MEETING  
MINUTES  
TUESDAY, APRIL 9, 2019**

**CALL TO ORDER** Mayor María Belén Bernal called a Special City Council meeting to order at 5:31 p.m.

**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 Manager Michael Flad, City Attorney Raul F. Salinas

**ABSENT** City Treasurer Greg Martinez

**CLOSED SESSION** The Council Members recessed into Closed Session at 5:34 p.m. and reconvened at 6:31 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. Andre Tupua; Nicholas Rodriguez; Ashley Anderson v. City of South Gate
- b. Lucila Magana v. City of South Gate

Item 1a. is a claim wherein the property owner asserts that that the City improperly ceased a controlled substance from the plaintiffs and the City Council received a report from the City Attorney with respect to that case and headed by the Chief of Police. At the conclusion of that report there was a motion made by Councilwoman Davila and seconded by Mayor Bernal and on a vote of 5-0, the City Council authorized the defense of that matter by the City Attorney.

Item 1b is a lawsuit alleging that a resident was injured in connection with a sidewalk and the City Council received a report by the City Attorney and the Director of Public Works. Upon completion of that report a motion was made by Mayor Bernal and seconded by Councilwoman Davila and on a vote of 5-0, the City Council voted to deny that claim. That claim has not yet materialized into a lawsuit.



**SPECIAL CITY COUNCIL MEETING MINUTES OF APRIL 9, 2019**

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(c)

One (1) - Potential Case

Item 2 was pulled from the agenda and not discussed in closed session.

3. CONFERENCE WITH LEGAL COUNSEL – REAL PROPERTY NEGOTIATIONS

Pursuant to Government Code Section 54956.8

- a. 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
  
- b. Property APN: 6210-017-900  
Property Address: 8640 California Avenue, South Gate, CA 90280  
City Negotiator: Arturo Cervantes, Public Works Director, and Jim Simon, RSG  
Negotiating with: County of Los Angeles and HUB Cities Consortium  
Under Negotiation: Terms of Lease

On item 3(a), the City Council received a presentation with respect to a property the City is acquiring with an agreement by the City Manager's Office and by the City's outside consultants. There was no action taken after the completion of that report.

On item 3(b), the City Council had a brief discussion on the property across from us and upon completion of a very brief staff report headed by the outside consultant there was no action taken by City Council on that item.

**ADJOURNMENT**

Mayor Bernal motioned to unanimously adjourn the meeting at 6:35 p.m. and seconded by Council Member Davila.

**PASSED and APPROVED** this 23<sup>rd</sup> day of April, 2019.

ATTEST:

\_\_\_\_\_  
Jorge Morales, Mayor

\_\_\_\_\_  
Carmen Avalos, City Clerk

RECEIVED

Item No. 15

APR 18 2019

City of South Gate  
CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

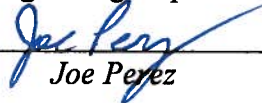
8:40am

AGENDA BILL

For the Regular Meeting of April 23, 2019

Originating Department: Community Development

Department Director:

  
Joe Perez

City Manager:

  
Michael Flad

**SUBJECT: APPEAL OF DENIAL OF CONDITIONAL USE PERMIT NO. 833 FOR A TELECOMMUNICATIONS FACILITY WITH A 60 FOOT TALL ANTENNA POLE AT 8912 MADISON AVENUE**

**PURPOSE:** To consider an appeal of the Planning Commission's denial of a Conditional Use Permit for a Telecommunications Facility, including a 60' tall antenna pole in the parking lot of St. Helen Roman Catholic Church Assembly Hall located at 8912 Madison Avenue. This item was continued from the City Council's March 26, 2019 meeting in order to allow the applicant and staff to consider alternative locations for the proposed antenna pole and revised conditions of approval.

**RECOMMENDED ACTION:** Adopt Resolution approving and modifying Conditional Use Permit No. 833 to allow an unmanned telecommunications facility at 8912 Madison Avenue.

**FISCAL IMPACT:** None.

**ANALYSIS:** On March 26, 2019, the City Council held a public hearing to review this appeal. The City Council, after testimony and discussion, closed the public hearing and directed staff to work with the applicant to consider optional locations for the antenna pole and modifications to conditions of approval. Staff proposed five alternate locations on the subject site and the adjacent main church site. Staff also discussed revised conditions of approval with the applicant.

Revised Antenna Pole Location

The applicant has proposed a location on the subject site positioned further toward the south end of the building from where originally proposed. This location, which was one of the alternate locations proposed by staff, allows for less visual obtrusion and is less visually noticeable from Firestone Boulevard. The applicant stated the following as objections to the other four alternate locations:

1. Verizon Real Estate rejected the (2) proposed locations near the east property line of the Parish Hall parcel due to encroachment concerns. The top of the Monopalm has an 18' diameter at the top of the structure which would require the base of the monopalm to be setback to near the parking lot drive lane.

2. Verizon Radio Frequency Engineering Department rejected the (2) proposed locations on the main church parcel because the church building would block/interfere with 1/3 of their coverage objective.

#### Revised Conditions of Approval (Proposed)

As a result of discussions held after the March 26, 2019 City Council meeting, a number of modifications to Planning and Building & Safety conditions of approval are proposed.

Staff agreed to delete the following conditions as requested by the applicant:

- #8 – Install landscaping in front of new storage equipment shelter
- #9 – Install new trash enclosure (not required since it may impact parking spaces)
- #12 – Install landscaping around monopole
- #19 - Re-pave the parking lot (it should be noted that the condition requiring that the lot be slurried and restriped remains)
- #36 – Replace damaged tire stops
- #37 – Repair damaged storm drain.

A number of conditions have been modified. These proposed changes, which are shown in redline below, were agreed to by the applicant and Staff:

- #7 - The new storage equipment shelter must have decorative block wall (split face/slump stone) and ~~automatic self-closing~~ **solid** metal doors and must be approved by the Community Development Director.
- #11 - If lease is terminated antennas shall be removed within ~~45~~ 90 days.
- #13 - The applicant will repaint the monopole a neutral color and ~~add-camouflage antenna sleeves to~~ the antenna arrays to match palm fronds.
- #17 - Building ~~and Grading~~ permits shall be obtained from the Building & Safety Division prior to the commencement of construction.
- #19 - The property owner and permittee shall ensure that all facets of the facility (~~including structural and electrical components~~) are regularly inspected, maintained and repaired in a timely fashion.

The applicant has also agreed to comply with previously contested conditions as listed below:

- #3 - Landscape planter along the perimeter of Firestone Boulevard shall be landscaped with irrigation.

- #4 - Fencing along Firestone Boulevard and Madison Avenue must be repainted as follows: a) cinder block repainted to match the existing parish hall structure and b) the wrought iron portion shall be repainted black.
- #5 - The interior cinder block wall along the south property line and east property line must be repainted to match the existing parish hall structure.
- #6 - The storage containers located on the southeast corner of the property shall be removed.
- #22 – The property owner and permittee shall ensure that all facets of the facility are regularly inspected, maintained and repaired in a timely fashion.
- #23 – Annual maintenance and repair inspections shall be conducted for all structures, equipment and fencing/walls for structural and electrical safety.
- #35 - Must slurry and re-stripe parking lot

**BACKGROUND:** J5 Infrastructure Partners (“J5”), on behalf of Verizon Wireless (“Verizon”), applied for Conditional Use Permit No. 833 (“CUP”) to install a 60-foot tall antenna pole and related telecommunications equipment in the parking lot of the St. Helen Roman Catholic Church Assembly Hall located at 8912 Madison Avenue. On February 21, 2019, the Planning Commission denied that application. J5, on behalf of Verizon, now appeals that denial and asks the City Council to overturn the denial and grant the CUP. J5 also asks, on behalf of Verizon, that certain of the proposed conditions to the CUP be eliminated or modified. The appeal of this item was initially considered at a public hearing by the City Council at its March 26, 2019 meeting. The item was continued in order to allow the applicant and staff to consider alternative locations for the proposed antenna pole and revised conditions of approval. The March 26, 2019 City Council Agenda Bill is attached herewith for further reference.

**ATTACHMENTS:**

- A. Proposed Resolution
- B. Aerial and Location Map
- C. Site Plan, Antenna Plan, and Elevations
- D. Notice of Exemption
- E. March 26, 2019 City Council Agenda Bill

**RESOLUTION NO. \_\_\_\_\_**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH  
GATE, CALIFORNIA, APPROVING AND MODIFYING CONDITIONAL  
USE PERMIT NO. 833 TO ALLOW AN UNMANNED  
TELECOMMUNICATIONS FACILITY AT 8912 MADISON AVENUE**

**WHEREAS**, J5 Infrastructure Partners (“J5”), on behalf of Verizon Wireless (“Verizon”), applied for Conditional Use Permit No. 833 (“CUP No. 833”) to install and operate at 8912 Madison Avenue a telecommunications facility which would including a 60-foot tall monopole antenna camouflaged to resemble a palm tree; and

**WHEREAS**, on February 21, 2019, the South Gate Planning Commission denied the request to issue CUP No. 833; and

**WHEREAS**, J5 has appealed that Planning Commission decision to the City Council, requesting that CUP No. 833 be granted and that the proposed conditions thereof be modified; and

**WHEREAS**, during the regularly scheduled City Council meeting of March 26, 2019, the City Council conducted a duly noticed public hearing on that appeal, at which the City Council heard testimony from representatives of Verizon, J5, and members of the community, and the City Council directed staff to work with the applicant to consider optional locations and conditions; and

**WHEREAS**, the City Council has also reviewed letters, pictures and other documents submitted by and on behalf of Verizon and J5 in support of issuance of CUP No. 833; and

**WHEREAS**, the City council has also heard statements from, and reviewed documents submitted by, City staff members regarding the issuance or denial of CUP No. 833; and

**WHEREAS**, the City Council has considered all of the foregoing testimony, statements and documents and has reached a decision as to the issuance or denial of CUP No. 833; and

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

**SECTION 1.** The above recitals are all true and correct and incorporated herein by this reference.

**SECTION 2.** The City Council hereby approves and modifies the application for Conditional

Use Permit No. 833 and shall be issued with the approved alternate location of the mono-pole.

**SECTION 3.** When issuing CUP No. 833, the conditions thereto modified in the manner as re-submitted or as directed by the City Council and attached hereto as Exhibit A.

**SECTION 4.** The Director of Community Development is hereby authorized and directed to prepare a document setting forth the conditions to CUP No. 833, modified pursuant to Section 3 above, and to deliver that document to the City Clerk for attachment to this Resolution.

**SECTION 5.** The Director of Community Development is hereby authorized and directed to take all actions which he deems necessary or appropriate to issue without delay CUP No. 833 as directed in this Resolution.

**SECTION 6.** The City Manager, the Director of Community Development, and their designees are hereby authorized and directed to take all other actions which they deem necessary or appropriate to implement and enforce this Resolution.

**SECTION 7.** The City Clerk shall certify to the adoption of this Resolution, which shall be effective upon its adoption, and shall attach to her certified copy of this Resolution the document identified in Section 4 above.

**PASSED, APPROVED and ADOPTED** this 23rd day of April, 2019.

**CITY OF SOUTH GATE:**

\_\_\_\_\_  
Jorge Morales, Mayor

**ATTEST:**

\_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

**DRAFT**  
\_\_\_\_\_  
Raul F. Salinas, City Attorney

**Exhibit A**  
**CUP NO. 833 – CONDITIONS OF APPROVAL**  
**8912 Madison Ave**

**General Requirements:**

1. Code Compliance  
Unless otherwise waived, the permittee shall comply with all applicable codes, laws, rules and regulations including the Building and Safety, Public Works, and Zoning Codes of the City of South Gate and the Health and Fire Codes of the County of Los Angeles.
2. Approved Plans  
The property shall be developed substantially in accordance with the approved plans and Site Plan included as Attachment C. Unless otherwise approved in writing by the Director of Community Development.
3. Future Construction  
All future construction or additions to the installation shall be subject to review and approval of the Planning Commission, as determined appropriate by the Director of Community Development.
4. Compliance with Conditions  
Unless otherwise noted, all conditions are to be complied with as of the effective date of the conditional use permit.
5. Citation  
Any violation of the code requirements and/or conditions of approval may be subject to the issuance of a citation that could result in a fine as set by the Planning Commission, after notice, at which time the applicant may address the Commission.
6. Intensification of Use  
Permittee shall not expand the facility beyond the perimeter authorized by this permit and shall not materially increase the size or number of antennas and other equipment at the permit site
7. Revocation  
Violations of the conditions of this conditional use permit can result in the revocation or modification of this application by the issuing body at a regularly scheduled meeting, notice of which will be given to the applicant by first class mail, postage prepaid, or by posting notice of said hearing at two prominent locations on the premises to which the permit refers.
8. Reimbursement  
The City Planning Commission may impose, as a condition of continuation, reinstatement or re-issuance of any permit, a requirement that the Permittee reimburse the City for all costs and expenses reasonably incurred in the investigating, identifying, and documenting the violation and in processing information concerning the violation for presentation to the City Planning Commission, and upon appeal, to the City Council.

9. Expiration of Conditional Use Permit/Unclassified Use Permit

Unless the conditional use permit is exercised within one year from the date of approval, the conditional use permit shall be directed to the Planning Commission for due process to determine reasonability for possible extension.

10. Fish and Game Fee

If the Department of Fish and Game determines that this project is not exempt from the filing fees imposed pursuant to the Fish and Game Code Section 711.4, approval of this project shall be conditioned on the permittee paying to the Department of Fish and Game such fees and any fine which the Department of Fish and Game determines to be owed.

11. Maintenance of Property Free of Graffiti

Applicant acknowledges and agrees that the permit is expressly conditioned on the permittee maintaining the subject equipment in a well-maintained condition, and free from graffiti. In the event of graffiti markings, Applicant agrees to eliminate all such graffiti within 24 hours, with or without notice from the City, as a condition of the permit.

**Suspension or Revocation:**

1. A public hearing consistent with Chapter 11.50 (Administration) shall be held for the consideration of a permit revocation. A permit or any associated conditions may be revoked or modified by the Planning Commission subject to any of the following grounds:
  - a. The permit or approval was obtained by fraud.
  - b. The property is not being use for the purpose which is the subject of the permit.
  - c. The use for which the approval was granted has ceased or has been suspended for 1 year or more.
  - d. The permit or conditions of the approval have been violated; exercised contrary to the terms of approval; or in violation of any statute, ordinance, law or regulation.
  - e. The use for which the approval was granted was exercised in a manner detrimental to the public health or safety, or as to constitute a public nuisance.
2. Any approval or permit granted by the City becomes null and void if the property is not being used for the approved or permitted purpose within one (1) year from the date the approval or permits was issued, consistent with the provisions identified within Section 11.55 Nonconforming Uses and Buildings.
3. Any approval or permit granted within one year preceding the effective date of the Zoning Code that has not made progress to fulfill the entitlements and bring the project to completion shall be considered null and void.
4. If the application or any conditions of the CUP violate the Zoning Code or do not fulfill the intent of the Code, the Planning Commission shall, following a public hearing, be authorized to take the following actions:
  - a. Revoke the CUP, revoke and reissue the CUP with new or modified conditions, or modify the conditions of the existing CUP as may be appropriate under the



- circumstances.
- b. Impose, as a condition of the continuation, reinstatement, or reissuance of the CUP, a requirement that the permittee reimburse the City for all costs and expenses reasonably incurred in investigating, identifying, and documenting the violation, and in processing information concerning the violation for presentation to the Planning Commission, and, upon any appeal, to the City Council.
  - c. A CUP shall be revocable if the exercises of rights granted by the CUP are discontinued for 6 consecutive months. The use subject to the CUP may not be resumed if the CUP is revoked; a new CUP, including processing and public notification, shall be required.
5. A prevailing party in any judicial action, administrative proceeding, or special proceeding to abate or to cause the abatement of a public nuisance, or in any appeal or other judicial action arising therefrom, may recover reasonable attorney's fees in accordance with the following subsections:
- a. Attorney's fees are not recoverable by any person as a prevailing party unless the city manager, or a designee thereof, or an attorney for and on behalf of the city, elects in writing to seek recovery of the city attorney's fees at the initiation of that individual action or proceeding. Failure to make such an election precludes any entitlement to, or award of, attorney's fees in favor of any person or the city.
  - b. The city is the prevailing party when an administrative or judicial determination is made or affirmed and a person is found to be responsible for one or more conditions or activities that constitute a public nuisance. A person is the prevailing party only when a final administrative or judicial determination completely absolves that person of responsibility for all conditions or activities that were alleged to constitute a public nuisance in that action or proceeding. An administrative or judicial determination that results in findings of responsibility or no responsibility on the part of a person for conditions or activities that were alleged in that action or proceeding to constitute a public nuisance shall, nevertheless, result in the city being the prevailing party.
  - c. Provided the city has made an election to seek attorney's fees, an award of attorney's fees to a person shall not exceed the amount of reasonable attorney's fees incurred by the person in that action or proceeding.

**Planning Requirements:**

1. The stealth "mono-palm" must be approved by the Director of Community Development.
2. Within thirty (30) days of approval of the Project, the Applicant 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.
3. Landscape planter along the perimeter of Firestone Boulevard shall be landscaped with irrigation.
4. Fencing along Firestone Boulevard and Madison Avenue must be repainted as follows: a) cinder block repainted to match the existing parish hall structure and b) the wrought iron portion shall be repainted black.
5. The interior cinder block wall along the south property line and east property line must be repainted to match the existing parish hall structure.

6. The storage containers located on the southeast corner of the property shall be removed.
7. The new storage equipment shelter must have decorative block wall (split face/slump stone) and solid metal doors and must be approved by the Community Development Director.
8. 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 Project. The City shall promptly notify the Applicant of any filed claim, action or proceeding and shall cooperate fully in the defense of the action.
9. If lease is terminated antennas shall be removed within 90 days.
10. The applicant will repaint the monopole a neutral color and antenna arrays to match palm fronds.
11. No exterior structural alteration shall be permitted without the prior approval of the Director of Community Development.
12. No exterior structure alteration shall be permitted without the prior approval of the Director of Community Development.
13. The property shall be developed in accordance with the approved plans, unless otherwise approved in writing by the Director of Community Development.
14. Unless otherwise waived, the permittee shall comply with all applicable codes, laws, rules and regulations including the Building and Safety, Public Works, and Zoning Codes of the City of South Gate and the Health and Fire Codes of the County of Los Angeles.
15. All improvements associated with the telecommunications facility, including equipment shelters, antennas, and fencing shall be properly maintained at all times.
16. Building permits shall be obtained from the Building & Safety Division prior to the commencement of construction.
17. The property owner shall continually maintain the property clean so that is visually attractive and not dangerous to the health, safety and general welfare of the surrounding properties and residents.
18. The property owner and permittee shall ensure that all facets of the facility (including structural and electrical components) are regularly inspected, maintained and repaired in a timely fashion.
19. Annual maintenance and repair inspections shall be conducted for all structures, equipment and fencing/walls for structural and electrical safety.

20. Overgrown vegetation and weeds shall be removed and disposed of.
21. All Graffiti shall be removed.
22. The applicant/operator of the telecommunications facility shall operate the proposed equipment in strict conformance with the Federal Communications Commission (FCC) regulations at all times so as not to cause a Public Health and Safety Hazard or nuisance to the surrounding properties and residents.
23. All site signage required by the Federal Communications Commission, if any, shall be maintained in a clean condition at all times and graffiti and vandalism free.
24. The access gate to the telecommunications equipment shelter shall remain accessible for fire and emergency entrance.
25. All telecommunications power and electrical lines shall be placed underground.

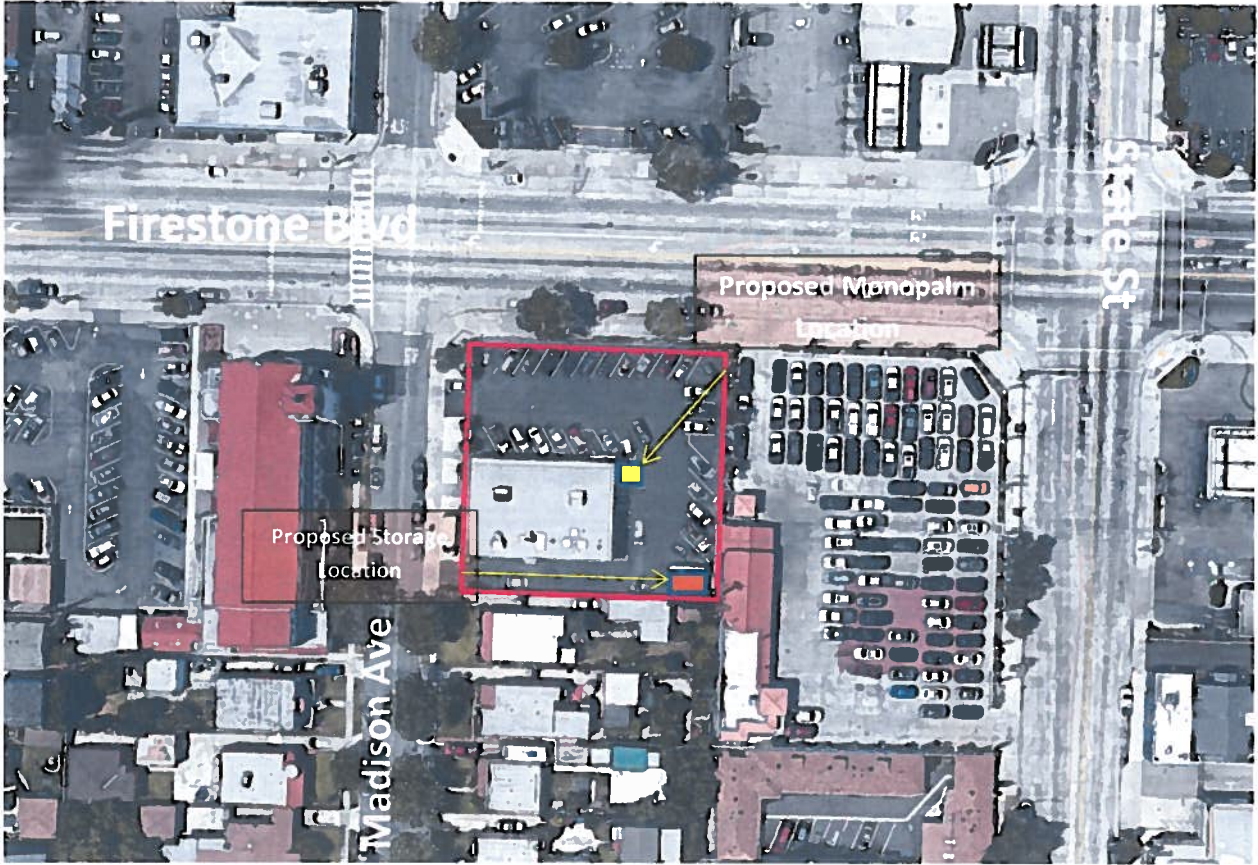
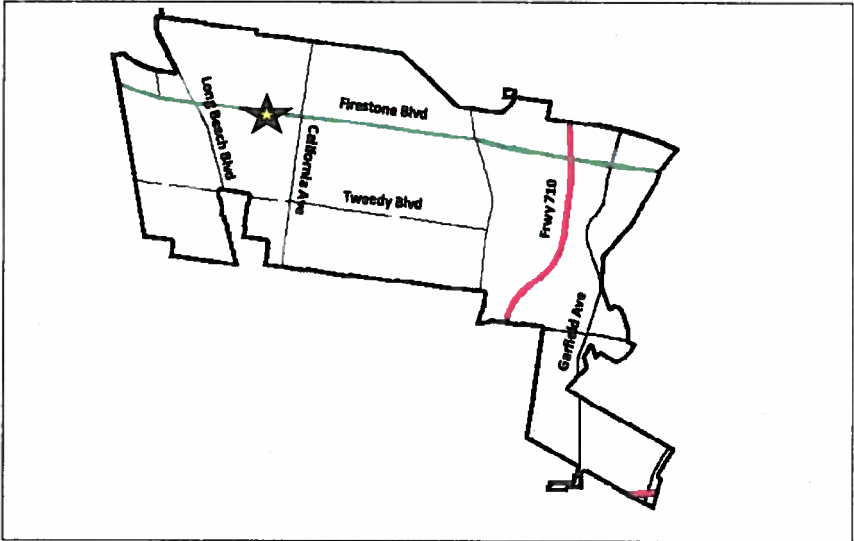
**Code Enforcement Requirements:**

26. Maintain property free from graffiti at all times.
27. Maintain all vegetation cut and trimmed at all times.
28. Maintain property clean and free from debris at all times.
29. Maintain property free from any signs promoting services.
30. Keep property secured at all times.

**Building and Safety Requirements:**

31. Must slurry and re-stripe parking lot.

# Location Map for 8912 Madison Avenue





**ISSUE STATUS**

REV.	DATE	DESCRIPTION	BY
1	07/12/18	ISSUED FOR REVIEW	MS
2	07/13/18	ISSUED FOR REVIEW	MS
3	07/17/18	ASBUILT REVIEW	JL

**BERRY HASS**  
LAND SURVEYING & MAPPING  
13667 WINDY HILLS DRIVE  
SUITE 100  
COSTA MESA, CALIFORNIA 92626  
714.533-1547 OFFICE  
A. TR. 07

PROPRIETARY INFORMATION  
THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF BERRY HASS  
LAND SURVEYING & MAPPING, INC.  
ANY USE OR REPRODUCTION OF THIS INFORMATION WITHOUT THE WRITTEN PERMISSION OF BERRY HASS LAND SURVEYING & MAPPING, INC. IS STRICTLY PROHIBITED.

**Verizon**  
15505 SAND CANYON AVENUE, D1  
IRVINE, CA 92618  
VERIZON COMMUNICATIONS INC.  
P.O. BOX 900  
IRVINE, CA 92618  
TEL: 949.973.2800  
WWW.VERIZON.COM



8912 MADISON AVE.  
STATE STREET  
SOUTH GATE, CA 90280

SHEET TITLE:  
TOPOGRAPHIC SURVEY  
LS-1

**BASES OF BEARINGS:**  
ESTABLISHED BY C.S.S. OBSERVATIONS AND PROCESSED TO CALIFORNIA ZONE 5, STATE PLANE GRID COORDINATE SYSTEM OF 1983

**ASSASSOR'S IDENTIFICATION:**  
LOS ANGELES COUNTY A.P.N. 6204-003-041 & 042

**AREA:**  
0.480 ACRES CALCULATED

**BENCH MARK REFERENCE:**  
U.S.C.S. BENCH MARK "M 115" SHOWN ON THE "SOUTH GATE" 7.5 MINUTE QUADRANGLE MAP DATED AS OF DECEMBER 28, 2017.

**TITLE REPORT IDENTIFICATION:**  
COMMERCIAL LAND TITLE INSURANCE COMPANY, COUNTY OF CALIFORNIA, TITLE GUARANTEE (N2) ORDER NO. 00023784-825-CM-044, DATED AS OF DECEMBER 28, 2017.

**EASEMENT NOTES:**  
EASEMENT(S) SHOWN HEREON ARE PER COMMONWEALTH LAND TITLE INSURANCE COMPANY, CONDITION OF TITLE GUARANTEE (N2) ORDER NO. 00023784-825-CM-044, DATED AS OF DECEMBER 28, 2017.

2. AN EASEMENT FOR WATER PIPES, GAS PIPES, POLES FOR ELECTRIC WIRES, RECORDED IN BOOK 7038, PAGE 207 OFFICIAL RECORDS. (EASLT AGENT'S NOT EMPH IN DOCUMENT; APPEARS BUT 182).

4. AN EASEMENT GRANTED TO CITY OF SOUTH GATE FOR PUBLIC ROAD, RECORDED IN BOOK 7038, PAGE 207 OFFICIAL RECORDS. (CONTAINED WITHIN FIRESTONE BLVD.).

5. AN EASEMENT GRANTED TO CITY OF SOUTH GATE FOR PUBLIC STREET, ROAD AND HIGHWAY, RECORDED MAY 22, 1974, AS INSTRUMENT NO. 2429 OFFICIAL RECORDS (CONTAINED WITHIN FIRESTONE BLVD.).

(C) AN EASEMENT GRANTED TO SOUTHERN CALIFORNIA TELEPHONE SERVICE COMPANY, RECORDED IN BOOK 2460, PAGE 87 OFFICIAL RECORDS.

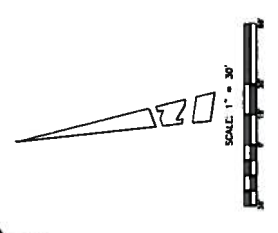
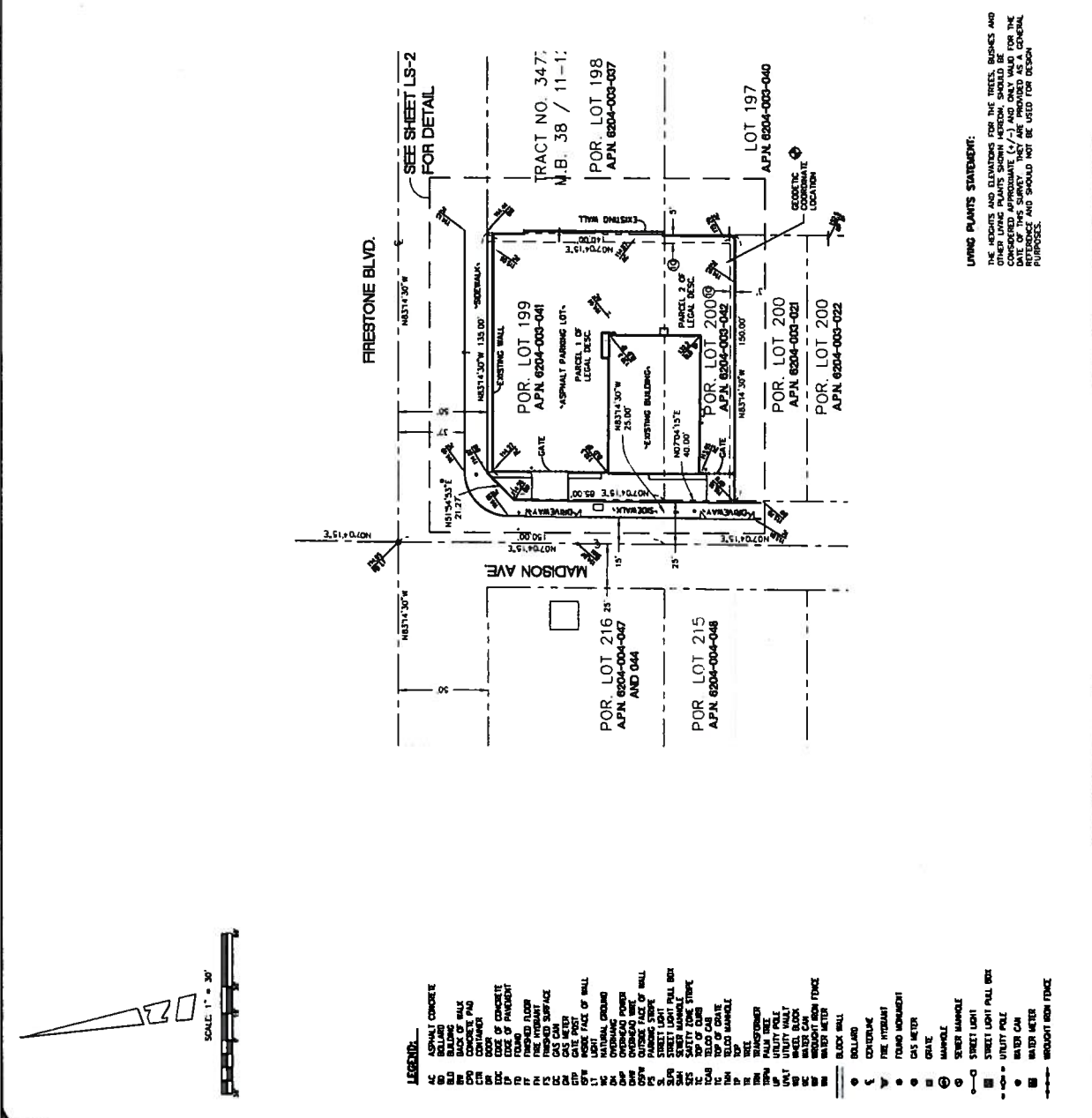
O INDICATES ITEM PLATTED HEREON

**LEGAL DESCRIPTION:**  
PARCEL 1:  
LOT 199 OF TRACT NO. 3477, IN THE CITY OF SOUTH GATE, COUNTY OF LOS ANGELES, COUNTY OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 38, PAGES 11 AND 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:  
THE NORTH 40 FEET OF LOT 200 OF TRACT NO. 3477, IN THE CITY OF SOUTH GATE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 38, PAGES 11 AND 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFOR ALL OIL, GAS, OTHER HYDROCARBONS AND OTHER SUBSTANCES ARE RESERVED TO THE OWNER OF THE SURROUNDING LOTS OR MAY OBTAIN AN INTEREST, TOGETHER WITH THE RIGHT AS HEREINAFTER LIMITED TO DRILL, REDELL, REDEEP, COMPLETE AND MAINTAIN OIL, GAS, AND OTHER HYDROCARBON WELLS, AND TO COMPLETE, OPERATE, MAINTAIN, REPAIR, ENLARGE, EXTEND, TAKE AND REMOVE OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES (AND WATER NECESSARY THEREFOR) AND OTHER MINERALS AND EXHAUSTS FOR ANY AND ALL OF THE ABOVE MENTIONED PURPOSES, BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH SAID REAL PROPERTY FOR THE PURPOSES HEREOF, EXCEPT AS PROVIDED IN DEED RECORDED FEBRUARY 21, 1974 AS INSTRUMENT NO. 3789, OFFICIAL RECORDS.

**DATE OF SURVEY:**  
JANUARY 11, 2018



**LIVING PLANTS STATEMENT:**  
THE HEIGHTS AND SPACINGS FOR THE TREES, BUSHES AND OTHER LIVING PLANTS SHOWN HEREON SHOULD BE CONSIDERED APPROXIMATE (1/2") AND ONLY VALID FOR THE PURPOSES OF THIS SURVEY. THESE PLANTS ARE FOR GENERAL REFERENCE AND SHOULD NOT BE USED FOR DESIGN PURPOSES.

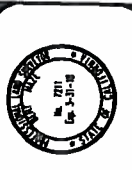
SEE SHEET LS-2 FOR SITE DETAILS

REV.	DATE	DESCRIPTION	BY
0	01/28/18	ISSUED FOR REVIEW	AM
0	02/15/18	ADDED TITLE BLOCK	AM

**BERT BASE**  
**AND ASSOCIATES, INC.**  
 LAND SURVEYING & MAPPING  
 3105 ARROYO AVENUE, SUITE 401  
 COSTA MESA, CALIFORNIA 92626  
 714 531-1507 OFFICE

PROPRIETARY INFORMATION  
 THIS DOCUMENT IS THE PROPERTY OF BERT BASE AND ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. WITHOUT THE WRITTEN PERMISSION OF BERT BASE AND ASSOCIATES, INC.

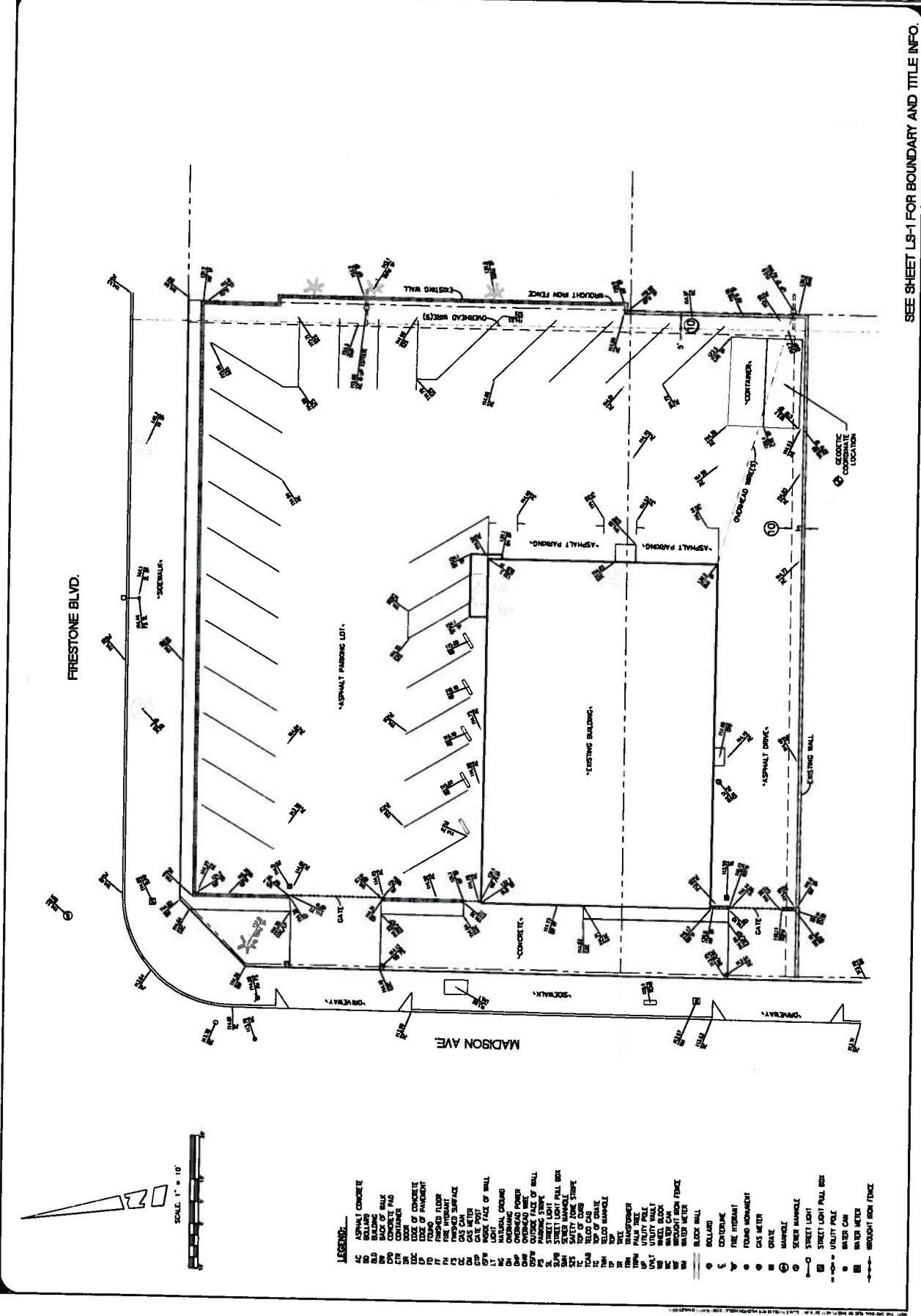
**Verizon**  
 15505 SAND CANYON AVENUE, D1  
 IRVINE, CA 92618



**STATE STREET**  
 8912 MADISON AVE.  
 SOUTH GATE, CA 90280

SHEET TITLE  
 TOPOGRAPHIC SURVEY

LS-2



SEE SHEET LS-1 FOR BOUNDARY AND TITLE INFO.

REV	DATE	DESCRIPTION	BY
1	1/22/2018	1505 SAND CANYON AVENUE, D1	ML
2	3/22/2018	Client Comments	ML
3	4/27/2018	1505 SAND CANYON AVENUE, D1	ML
4	10/16/2018	Client Comments	ML
5	4/25/2019	Client Comments	ML
6	4/17/2019	Client Comments	ML

**CR. CARNEY**  
**Architects, Inc.**  
 8555 Research Drive, Suite 100  
 Irvine, California 92618  
 Tel: 949.261.1000

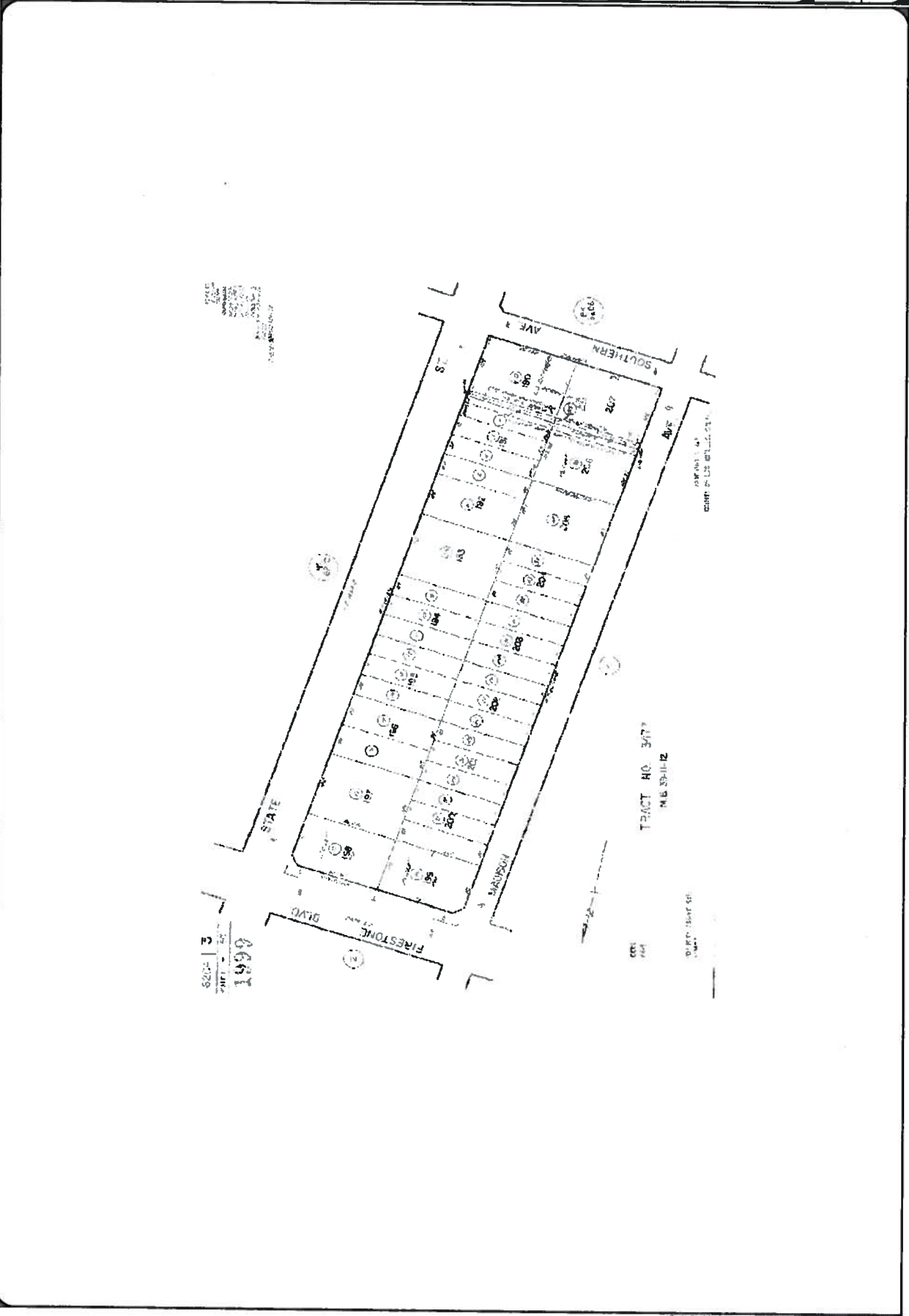
**PROPRIETARY INFORMATION**  
 THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS THE PROPERTY OF CR. CARNEY ARCHITECTS, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CR. CARNEY ARCHITECTS, INC.

**verizon**  
 1505 SAND CANYON AVENUE, D1  
 IRVINE, CA 92618

State Street  
 8912 MADISON AVE  
 SOUTH GATE, CA 90280

SHEET TITLE:  
 PARCEL MAP

T-2.0



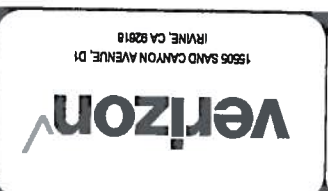


NO.	DATE	DESCRIPTION	BY
1	11/21/18	Final Plan	ML
2	1/22/19	Client Comments	ML
3	2/27/19	Client Comments	ML
4	4/18/2018	Client Comments	ML
5	8/29/18	Client Comments	ML
6	9/17/18	Client Comments	ML

**ISSUE STATUS**

**CR. CARNEY Architects, Inc.**  
 6805 Remond Drive, Suite 50  
 Irvine, California 92618-2030

**PROPRIETARY INFORMATION**  
 THIS INFORMATION CONSTITUTE THE SET OF DRAWINGS IS THE PROPERTY OF CR. CARNEY ARCHITECTS, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON.



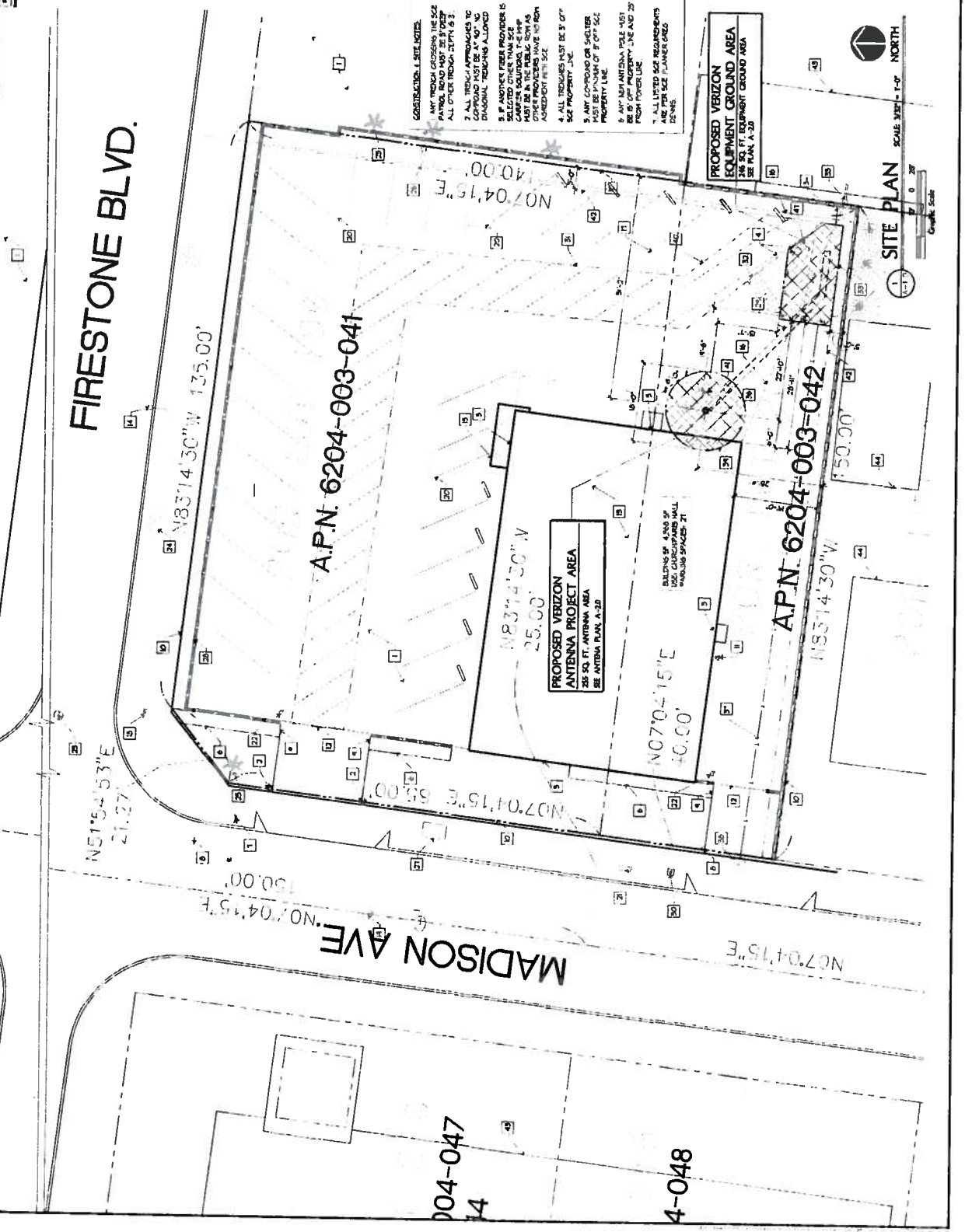
**State Street**  
 8912 MADISON AVE  
 SOUTH GATE, CA 90280

**SHEET TITLE**  
**SITE PLAN**

**A-1.0**

**KEY NOTES**

1. EXISTING ASPHALT PARKING LOT
2. EXISTING BOLLARD
3. EXISTING CONCRETE PAD
4. LL TO REMOVE (2) EXISTING CONCRETE AT LANDSCAPE SERVICE PAD TO GC.
5. EXISTING DOOR
6. EXISTING EDGE OF CONCRETE
7. EXISTING FILE "KIDWAY"
8. EXISTING 64" CAN
9. EXISTING EDGE OF PA. DRIVE
10. EXISTING PROPERTY LINE
11. EXISTING 48" W/ITER
12. EXISTING GATE
13. EXISTING BULK PANS
14. EXISTING STREET LIGHT
15. EXISTING OVERHEAD WIRE
16. EXISTING PARKING STOPPING
17. EXISTING STREET LIGHT PULL BOX
18. EXISTING SPOKE "MANHOLE"
19. EXISTING SAFETY ZONE STRIPS
20. EXISTING ATT COPPER CABINET
21. EXISTING TOP OF SRA "Z"
22. EXISTING TELLO MANHOLE
23. EXISTING TREE
24. EXISTING PALM TREE
25. EXISTING UTILITY POLE STRUCTURE
26. EXISTING SRA ATT COPPER
27. EXISTING ATT VALV W/ COPPER
28. EXISTING "PROHIBIT" SIGN PLATE
29. PROPOSED JUNCTION BOX "INDIC"
30. EXISTING WATER PETER
31. PROPOSED VERIZON NON-EXCLUSIVE CARRIER ANTENNA WITH ACCESS TO EQUIPMENT GROUND AREA
32. PROPOSED VERIZON NON-EXCLUSIVE CARRIER ANTENNA WITH ACCESS TO EQUIPMENT GROUND AREA
33. PROPOSED VERIZON EQUIPMENT LEASE AREA
34. VOT TO INSTALL IN CONFORM WITH POWER OPTION 1
35. EXISTING UTILITY POLE BRANCHING SRA ATT COPPER
36. PROPOSED 80" HIGH "VOLUNTARY" COMPLIANT WITH A NATIONAL COLOR
37. VOT TO INSTALL NEW CONCRETE FOR 2' OPTION 1
38. VOT TO INSTALL NEW 144" X 41" P.C. FOR 2' OPTION 1
39. BRANCH BUILDING EQUALS TO 1' FEET AND AREA OF BRANCH ENCLOSURES OVER THE EXISTING BUILDING IS 24' 00" FEET
40. PROPOSED VERIZON NON-EXCLUSIVE PAVK SPACE
41. PROPOSED 76" HIGH BOLLARDS FOR TELLER SURROUNDING THE LASSON
42. EXISTING SPOKES CALIBRATED TELECOMMUNICATION ELEMENT
43. EXISTING COMMERCIAL BUILDING
44. EXISTING RESIDENTIAL BUILDING
45. EXISTING CHURCH
46. PROPOSED ACCESS ROAD CONVA TROUGH
47. PROPOSED 76" HIGH BOLLARDS FOR TELLER SURROUNDING THE LEASE AREA





REV	DATE	DESCRIPTION	BY
1	1/22/2018	097-028	MA
2	1/22/2018	Client Comments	MA
3	1/22/2018	Client Comments	MA
4	1/22/2018	Client Comments	MA
5	4/23/2018	Client Comments	MA
6	8/22/2018	Client Comments	MA

**C.R. CARNEY Architects, Inc.**  
 8865 Research Drive, Suite 100  
 Irvine, California 92618

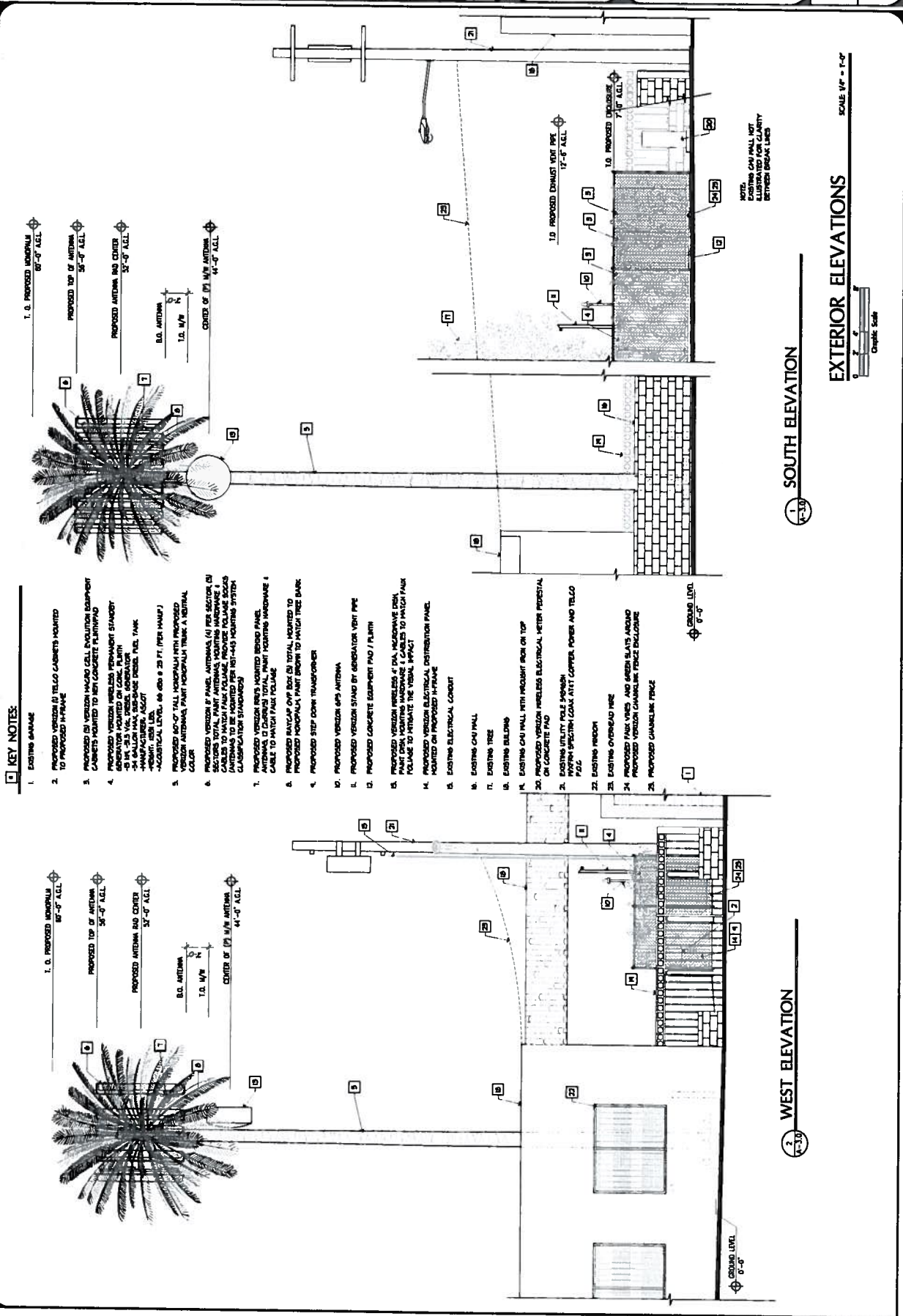
**PROPRIETARY INFORMATION**  
 THIS DOCUMENT IS THE PROPERTY OF CR CARNEY ARCHITECTS, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CR CARNEY ARCHITECTS, INC.

**Verizon**  
 15505 SAND CANYON AVENUE, D1  
 IRVINE, CA 92618

State Street  
 8912 MADISON AVE  
 SOUTH GATE, CA 90280

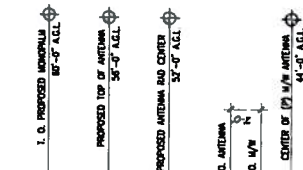
SHEET TITLE:  
**ELEVATIONS**

A-3.0



**KEY NOTES:**

- EXISTING GARAGE
- PROPOSED VERIZON 0 TOLLO CABINET MOUNTED TO PROPOSED H-FRAME
- PROPOSED BY VERIZON HAWAII CELL EVOLUTION EQUIPMENT CABINETS MOUNTED TO NEW CONCRETE PLINTH PAD
- PROPOSED VERIZON WIRELESS FEMTOCELL STANDBY GENERATOR MOUNTED ON LOCAL PLINTH  
 - 50 GALLON TANK, 240VAC, 1500W, 120VAC, 1500W  
 - MANUFACTURER: ASLOT  
 - ACQUISITION LEVEL: 48-490 @ 25 FT. (PER MAUI)
- PROPOSED 60"x60" TALL MONOPOLM WITH PROPOSED VERIZON WIRELESS FEMTOCELL TRUNK A. INTERNAL COLOR
- PROPOSED VERIZON 45 ANTENNA (4) PER SECTOR (3) SECTORS TOTAL. PAINT ANTENNAS MOUNTING HARDWARE & CABLES TO MATCH PAINT POLYMER. PROVIDE POLYMER SOLARS CLASSIFICATION STANDBY
- PROPOSED VERIZON 45 ANTENNA (4) PER SECTOR (3) SECTORS TOTAL. PAINT ANTENNAS MOUNTING HARDWARE & CABLES TO MATCH PAINT POLYMER. PROVIDE POLYMER SOLARS CLASSIFICATION STANDBY
- PROPOSED MONOPOLM WITH ALL WIRE BONDING PANS ANTENNAS TO CORROSION TOLERANT TIGHTEN PERFORMANCE & CABLE TO MATCH PAINT POLYMER
- PROPOSED RAINCAP OFF BOX (3) TOTAL. MOUNTED TO PROPOSED MONOPOLM. PAINT BROWN TO MATCH TREE DARK
- PROPOSED STEP DOWN TRANSFORMER
- PROPOSED VERIZON 45 ANTENNA
- PROPOSED VERIZON STAND BY GENERATOR VERT PIPE
- PROPOSED CONCRETE EQUIPMENT PAD / PLINTH
- PROPOSED VERIZON WIRELESS 45 PA. MOUNTING DOWN PAINT DOWN MOUNTING HARDWARE & CABLES TO MATCH PAINT POLYMER TO MITIGATE THE VISUAL IMPACT
- PROPOSED VERIZON ELECTRICAL DISTRIBUTION PANE. MOUNTED ON PROPOSED H-FRAME
- EXISTING ELECTRICAL CONDUIT
- EXISTING CHU PILL
- EXISTING TREE
- EXISTING BUILDING
- EXISTING CHU PILL WITH PRODUKT SIGN ON TOP
- PROPOSED VERIZON WIRELESS ELECTRICAL METER PERISTAL ON CONCRETE PAD
- EXISTING UTILITY POLE SPANISH
- EXISTING WIRELESS ELECTRICAL METER PERISTAL ON CONCRETE PAD
- EXISTING WIRELESS
- EXISTING OVERHEAD WIRE
- PROPOSED PAINT WIND AND GREEN SLATS AROUND PROPOSED VERIZON CARRIER FORCE ENCLOSURE
- PROPOSED CARRIER FORCE



**WEST ELEVATION**

**SOUTH ELEVATION**

EXTERIOR ELEVATIONS SCALE: 1/4" = 1'-0"



REV.	DATE	DESCRIPTION	BY
0	12/22/11	09/15/11	AK
1	1/26/11	Client Comments	AK
2	2/1/11	Client Comments	AK
3	4/27/11	10/28/11	AK
4	10/18/11	Client Comments	AK
5	4/27/11	Client Comments	AK
6	4/27/11	Client Comments	AK

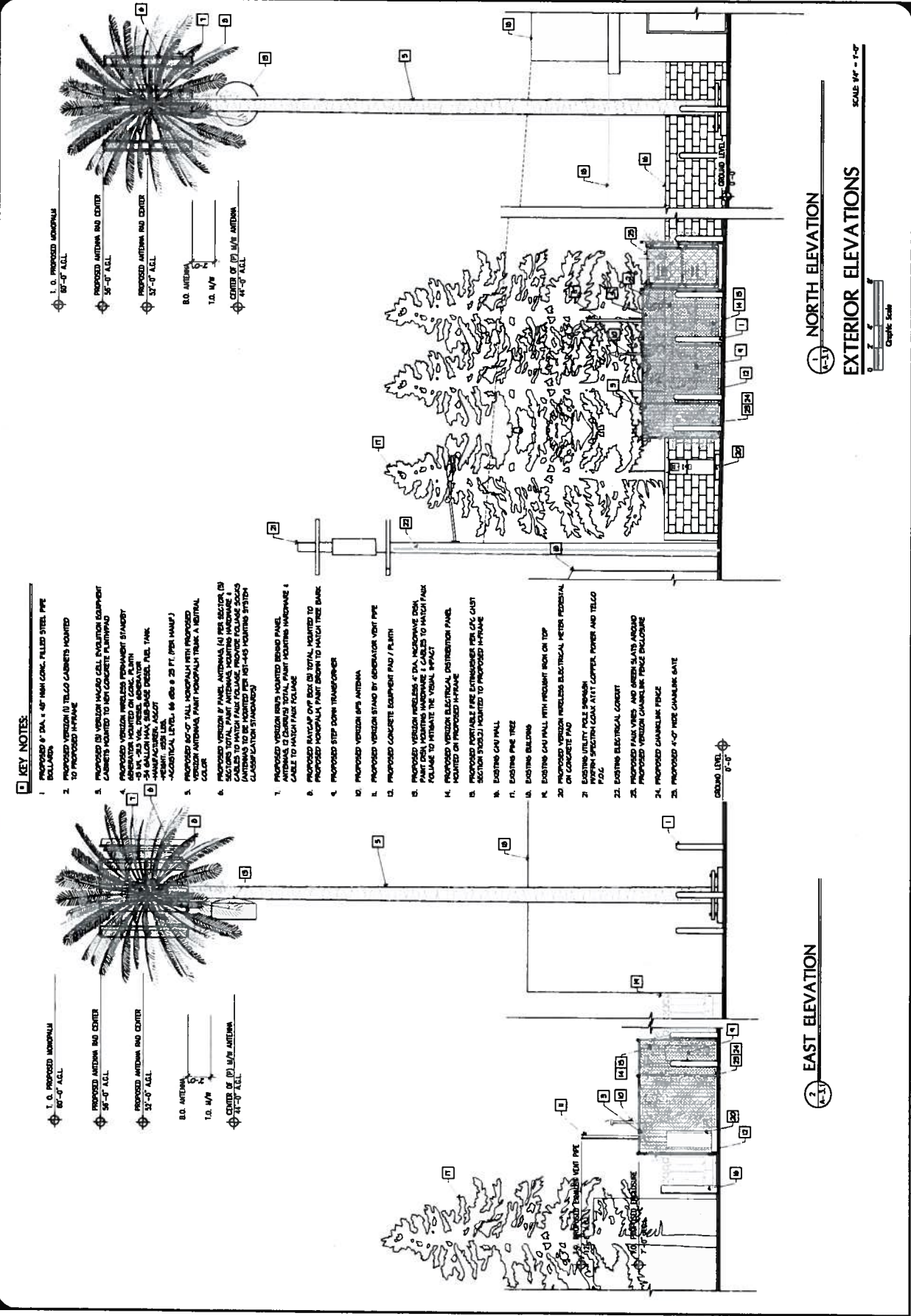
**CR. CARNEY Architects, Inc.**  
 8955 Sand Canyon Drive, Suite 100  
 Irvine, California 92618

**PROPRIETARY INFORMATION**  
 THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS THE PROPERTY OF CR. CARNEY ARCHITECTS, INC. ANY USE OR REPRODUCTION OF THIS INFORMATION WITHOUT THE WRITTEN PERMISSION OF CR. CARNEY ARCHITECTS, INC. IS STRICTLY PROHIBITED.

**Verizon**  
 15505 SAND CANYON AVENUE, DR  
 IRVINE, CA 92618

State Street  
 8912 MADISON AVE  
 SOUTH GATE, CA 90280

SHEET TITLE  
 ELEVATIONS  
**A-3.1**



**KEY NOTES:**

- PROPOSED 8" DIA. x 48" HIGH CONC. FILLED STEEL PIPE BOLLARD
- PROPOSED VERIZON (V) TELLO CABINETS MOUNTED TO PROPOSED IRFRAME
- PROPOSED (S) VERIZON HAZARD CELL EVOLUTION EQUIPMENT CABINETS MOUNTED TO NEW CONCRETE PILING/PAVING
- PROPOSED VERIZON WIRELESS PERMANENT STANDBY SERVICE MOUNTED ON PROPOSED IRFRAME  
 - 54" x 36" x 36" (H x W x D) CABINET  
 - 3/4" GALLON PAINT, 50% SHADE DEER, PUE, TANK, MOUNTING BRACKET  
 - ALUMINUM LEVEL, 44" dia x 25 FT. (PUSH MAUP)
- PROPOSED 48" TALL MONOPOLY IRFR. PROPOSED VERIZON ANTENNA PAINT MONOPOLY TRUNK A NEUTRAL COLOR
- PROPOSED VERIZON (P) PANEL ANTENNAS (A) PER SECTION (B) SECTORS TOTAL PAINT ANTENNAS MOUNTING HARDWARE 4 ANTENNAS TO BE MOUNTED PER 101-445 RECEIVING SYSTEM CLASSIFICATION STANDARDS
- PROPOSED VERIZON IRFRS MOUNTED BEHIND PANEL ANTENNAS (C) CLEARING TOTAL PAINT MOUNTING HARDWARE 4 CALLS TO MATCH PAINT FOLIAGE
- PROPOSED RAINCAP OFF BOX (B) TOTAL MOUNTED TO PROPOSED MONOPOLY PAINT DOWN TO MATCH TREE BANK
- PROPOSED STEP DOWN TRANSFORMER
- PROPOSED VERIZON (S) ANTENNA
- PROPOSED VERIZON STAND BY GENERATOR VERT PIPE
- PROPOSED CONCRETE EQUIPMENT PAD / FLUSH
- PROPOSED VERIZON WIRELESS 2 DIA. WIREMESH DOWN FOLIAGE TO MITIGATE THE VISUAL IMPACT
- PROPOSED VERIZON ELECTRICAL DISTRIBUTION PANEL MOUNTED ON PROPOSED IRFRAME
- PROPOSED (S) VERIZON (S) 48" x 48" x 48" (H x W x D) SECTION (S) (S) MOUNTED TO PROPOSED IRFRAME
- EXISTING CUI PALL
- EXISTING PINE TREE
- EXISTING BELOW
- EXISTING CUI PALL WITH INCIDENT IRON ON TOP
- PROPOSED VERIZON WIRELESS ELECTRICAL METER PROVISION ON CONCRETE PAD
- EXISTING UTILITY POLE SWANSON W/ 400V SPECTRUM COAX ATTY COPPER POWER AND TELCO PULL
- EXISTING ELECTRICAL CONDUIT
- PROPOSED PAUL VINES AND GREEN SLATS ANCHOR
- PROPOSED VERIZON CHANNEL LINK FENCE ENCLOSURE
- PROPOSED CHANNEL LINK FENCE
- PROPOSED 4'-0" WIDE CHANNEL LINK GATE

**1 NORTH ELEVATION**  
**2 EAST ELEVATION**  
 SCALE: 1/4" = 1'-0"  
 Credit: Scale

**NOTICE OF EXEMPTION**

---

**TO:** County Clerk/Registrar-Recorder  
County of Los Angeles  
Environmental Filings  
12400 E. Imperial Hwy., Rm 2001  
Norwalk, CA 90650

**FROM:** Planning Department  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280-3075

---

**Project Title and Location (including county):**  
Conditional Use Permit No. 833  
8912 Madison Ave, South Gate, Los Angeles, CA

**Project Description:**

Conditional Use Permit No. 833 is a request by J5 Infrastructure Partners., on behalf of Verizon Wireless, to construct a new telecommunications facility consisting of a 60' foot monopalm with (12) panels antennas, (12) RRU's, (3) raycaps, (3) hybrid cables, (1) diesel DC standby generator, (1) GPS antenna, (3) MCE cabinets, and (1) microwave dish antenna at 8912 Madison Ave.

**Name of Public Agency Approving Project:**  
City of South Gate - Community Development Department

**Name of Person/Agency Carrying Out Project:**  
Joe Perez, Community Development Director

**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));
- Emergency Project (Sec. 21080 (b) (4); 15269(b) (c));
- Categorical Exemption: Section: 15303 Class: 3
- Statutory Exemption: Section: \_\_\_\_\_ Class: \_\_\_\_\_

**Reasons why project is exempt:**

The project has been deemed Categorical Exempt under Class 3 (New Construction or Conversion of Small Structures) Section 15303 of the California Environmental Quality Act. Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure.

**Lead Agency Contact Person and Phone Number:**

Jessica Jimenez, Assistant Planner  
323-563-9514  
jjimenez@sogate.org

**Prepared and filed by the South Gate Community Development Department by:**

---

<b>Signature</b>	<b>Printed Name and Title</b>	<b>Date</b>
	Jessica Jimenez, Assistant Planner	

RECEIVED

Item No. 4

MAR 19 2019

# City of South Gate

CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

6:45pm

# AGENDA BILL

For the Regular Meeting of March 26, 2019

Originating Department: Community Development

Department Director:

*Joe Perez*  
Joe Perez

City Manager:

*Michael Flad* FOR MICHAEL FLAD

**SUBJECT: APPEAL OF DENIAL OF CONDITIONAL USE PERMIT NO. 833 FOR A TELECOMMUNICATIONS FACILITY WITH A 60 FOOT TALL ANTENNA POLE AT 8912 MADISON AVENUE**

**PURPOSE:** To consider an appeal of the Planning Commission's denial of a Conditional Use Permit for a Telecommunications Facility, including a 60' tall antenna pole in the parking lot of St. Helen Roman Catholic Church Assembly Hall located at 8912 Madison Avenue.

**RECOMMENDED ACTIONS:** Following the conclusion of a public hearing, the City Council will consider adopting one of the following Resolutions regarding the appeal for Conditional Use Permit No. 833:

- a. Adopt Resolution approving without modification Conditional Use Permit No. 833 to allow an unmanned telecommunications facility at 8912 Madison Avenue; **OR**
- b. Adopt Resolution denying Conditional Use Permit No. 833 to allow an unmanned telecommunications facility at 8912 Madison Avenue; **OR**
- c. Provide direction on how to modify the Resolution regarding Conditional Use Permit No. 833 to allow an unmanned telecommunications facility at 8912 Madison Avenue and adopt Resolution as amended.

**FISCAL IMPACT:** None.

**PUBLIC NOTIFICATION:** Advertising and notification of the public hearing for this item was conducted in compliance with Chapter 11.42, Title 11 of the South Gate Municipal Code. A legal notice was published in the "Los Angeles Wave" newspaper. In addition, notices were mailed to property owners and addresses located within 1,000 feet of the subject property on March 14, 2019.

**ANALYSIS:** J5 Infrastructure Partners ("J5"), on behalf of Verizon Wireless ("Verizon"), applied for Conditional Use Permit No. 833 ("CUP") to install a 60-foot tall antenna pole and related telecommunications equipment in the parking lot of the St. Helen Roman Catholic Church Assembly Hall located at 8912 Madison Avenue. On February 21, 2019, the Planning Commission denied that application. J5, on behalf of Verizon, now appeals that denial and asks

the City Council to overturn the denial and grant the CUP. J5 also asks, on behalf of Verizon, that certain of the proposed conditions to the CUP be eliminated or modified.

In rendering its decisions, the City Council must take into account (in addition to the testimony to be presented during the public hearing) all of the following: (i) federal and state law governing applications for cellular telephone telecommunications facilities such as the one at issue here; (ii) the City's General Plan; (iii) the reasons put forth by the Department on which the Planning Commission based its decision to deny the CUP; and (iv) the arguments and rebuttals offered by and on behalf of J5. Each of those are summarized below:

### ***Federal and State Law***

Federal and state law strongly encourages the placement of cellular telephone transmission facilities such as the one which is the subject of the CUP. The U.S. Congress, believing that the need to develop nationwide cellular telephone and data transmission infrastructure was a national priority, and perceiving a reluctance by municipal governments to timely approve applications for the installation of such infrastructure facilities, enacted as part of the Telecommunications Act of 1996 provisions which restrict the ability of cities such as South Gate to exert zoning controls over such facilities. 47 U.S.C. 332(c)(7). That Act, together with related regulations subsequently adopted by the Federal Communications Commission (notably those codified at 24 FCC Rcd. 13449 (2009) and 30 FCC Rcd. 31 (2014)), limit the City's right to deny applications such as this, except on certain aesthetic and public safety grounds. Public safety is not an issue in this particular case. The only grounds for denial which can be considered by the City Council are aesthetic grounds. Federal laws also prohibit permit denials which would favor one telecommunications company over another. State law largely follows, and in some cases directly incorporates, those federal laws. Pursuant to the Telecommunications Act of 1996, any denial of the CUP must "be in writing and supported by substantial evidence contained in a written record."

### ***The South Gate General Plan 2035***

The South Gate General Plan 2035 is the primary legal document to guide long-term growth and development in the City. It's stated purposes are "to identify planning goals; provide a basis for decision-making; provide citizens a forum for input on their community's direction; and inform citizens, developers, decision-makers, and other cities of the ground rules for development within the City." The General Plan occupies the highest position in the planning hierarchy. If the City Council denies the CUP, it must do so based on the aesthetic guidelines set forth in the General Plan.

The General Plan establishes guidelines and principals which are to be used to guide City planning decisions. It does not, and was not intended to, provide specific rules covering every situation. Moreover, the General Plan was adopted 10 years ago and was intended to cover development through the year 2035; as such, it did not attempt to create specific, rigid requirements with respect to rapidly evolving technologies such as cellular telecommunications. Therefore, when evaluating the CUP for compliance with the General Plan, the Department, the

Planning Commission and the City Council must evaluate the specific impacts of the proposed telecommunications facility against the broad goals and policies contained in the General Plan

***The Planning Commission's Reasons for Denying the CUP***

The property is located at the southeast corner of Firestone Boulevard and Madison Avenue. It is owned by the Roman Catholic Archdiocese of Los Angeles. It is the location of the assembly hall serving St. Helen Roman Catholic Church, and is on the opposite side of Madison Avenue from the Church's principal church building. The zoning designation for the property is CDR1 (Corridor 1) and the General Plan designation is the Firestone Corridor. The surrounding uses include El Super Grocery Store to the north, St. Helen Church to the west, single family homes to the south, and the L.A. Auto used car dealership to the east. The 14,906 square foot site is currently improved with a 27-space parking lot and a 4,368 square foot assembly hall, which have been used by the Church since 1975. Issuance of the CUP will not affect that use.

Firestone Boulevard is the primary arterial roadway through the City and helps connect the City with the wider region. The corridor contains predominantly auto-oriented retail and commercial uses, including used car dealerships, auto repair shops and automobile parts stores. Many of the buildings are older and in need of significant renovation. The South Gate General Plan 2035 Vision for the Firestone Corridor includes a diverse mix of uses, including retail, office, high-density housing, and new development designed to bring buildings to the property line frontage to enhance pedestrian activity.

Per Chapter 11.21 Table 11.23-3, of the South Gate Municipal Code, antennas/communications equipment are permitted at this site upon the issuance of a Conditional Use Permit (CUP). The proposed antenna pole would be located approximately 115 linear feet away from Firestone Boulevard and at 60' feet high will provide coverage for approximately a quarter mile radius. The pole would be centrally located within the lot on the outer eastern portion of the hall and would not require the removal of any existing parking spaces. The pole would be "camouflaged" to resemble a palm tree. It would be visible to pedestrians and vehicular traffic on Firestone Boulevard and Madison Avenue, as well as neighboring properties to the east and west. In addition to that pole, the facility would include an enclosed equipment shelter placed within the southeast portion of the parking lot, adjacent to the garage of a single-family home at 8918 Madison Avenue.

In light of these factors, and upon the Department's recommendation, the Planning Commission rejected the application and denied the CUP on the grounds that, in the Planning Commission's opinion, the subject telecommunications facility would conflict with the following provisions of the General Plan:

**Community Design Policy CD- Firestone Corridor- Policy 5:**

The South Gate General Plan 2035 supports telecommunication services. However, the project does not further Community Design Policy CD- Firestone Corridor- Policy 5 of the General Plan. Policy 5 encourages new development step down in height to the existing family neighborhoods, or use of techniques to buffer Corridor uses from adjacent



residential uses. Wireless communication antenna structures should be located and/or designed to minimize public visibility. The applicant has not demonstrated to staff that the proposed location is the least visually intrusive location possible. The proposal does not include adequate visual measures to mitigate impacts along Firestone Boulevard and Madison Avenue or blend the use with the subject site.

**Community Design Policy CD-Objective CD5.1- Policy 5:**

Community Design Policy CD-Objective CD5.1- Policy 5 of the General Plan encourages utility area and mechanical equipment to be designed in such a way that it does not detract from the aesthetic appeal of the district. The wireless communication antenna structure is not designed in a way that aligns with the aesthetic appeal of the district. The proposal does not include adequate visual measures to mitigate impacts along Firestone Boulevard and Madison Avenue. The proposed design and configuration of the monopalm is not compatible and harmonious to the surrounding facilities that exist on site. The microwave antenna does not visually contribute to the pole's narrow vertical alignment. The goal for the Firestone Corridor are mixed use developments and high traffic volume to enhance businesses. Instead, the proposal is designed in a manner that would contribute to visual clutter and visual impacts within the City. Allowing a permanent monopalm significantly restricts future development encouraged by the City of South Gate General Plan or aesthetic appeal of the district.

**Community Design Policy CD-Objective CD7.3- Policy 2:**

Community Design Policy CD-Objective CD7.3- Policy 2 of the South Gate General Plan 2035 encourages the development of retail and entertainment along Firestone Boulevard. Policy 2 states that the City should pursue major retail and entertainment uses for the Firestone Boulevard area to include theatres, major shopping centers, and other uses that have a regional draw. The proposal will not be the least intrusive design and in the least intrusive location for improving coverage along the Firestone Corridor. The proposal would not contribute to the Firestone corridor beautification by enhancing the visual environment of South Gate's vehicular corridors. The proposal will not allow for future development of the corridor as Verizon Wireless is planning a thirty year lease with the property owner.

**Community Design Policy CD- Objective 6.1 Policy 7:**

Community Policy CD- Objective 6.1 Policy 7 of the South Gate General Plan encourages the revitalization, redevelopment and intensification of the City's districts. Policy 7 requires iconic, high quality urban design and architecture to be pursued with new projects in all the Districts in order to improve the aesthetics of the City. The proposed 60 foot high monopalm imitation tree with antenna structures attached does not meet a high quality urban design and aesthetic standard.

Citing those policies and objectives, the Planning Commission determined that: the applicant has not demonstrated to staff that the proposed location is the least visually intrusive location

possible; the proposal does not include adequate visual measures to mitigate impacts along Firestone Boulevard and Madison Avenue or blend the use with the subject site; and that the proposed facility would not contribute to the Firestone corridor beautification by enhancing the visual environment of South Gate's vehicular corridors.

For a full explanation of the foregoing determination, please see the February 21, 2019 Planning Commission Agenda Bill, a copy of which is attached hereto as Attachment D.

***Verizon's Rebuttal and its Arguments for Approving the CUP and Amending its Conditions***

J5, Verizon, and Verizon's attorneys have each presented letters protesting the Planning Commission's denial of the CUP. Those letters argue for the issuance of the CUP and the deletion or modification of certain conditions contained in the CUP. Verizon and its representatives argue that:

- The proposed facility is in keeping with the character and development of the Firestone Corridor and does not violate the General Plan;
- The palm-tree camouflage design characteristics of proposed antenna monopole constitutes the least intrusive design possible;
- The proposed location of that facility on the Church property is the least intrusive location possible, because it is the only available location in the vicinity;
- Since the facility is necessary to remedy a gap in Verizon's cellular coverage, denial of the CUP would discriminate against Verizon (in violation of federal law) due to the fact that the City has already granted antenna rights across the street to Verizon's competitor, T-Mobile (the T-Mobile antennas are located on the church steeple rather than on a separate monopole); and
- For all of the foregoing reasons, federal and state law requires the City to grant the CUP.

Verizon and its representatives also argue that, for a variety of reasons, the following conditions of the CUP are overbroad or inapplicable and should be limited or deleted:

**General Requirement No. 11**

- General Requirement No. 11- Graffiti removal within 24 hours.

**Planning Requirement Nos. 1, 3, 4, 5, 6, 7, 9, 11, 21, 23 and 24**

- Planning Requirement No. 1- Facility approval by Community Development Director.
- Planning Requirement No. 3- Landscape planter with irrigation along perimeter of Firestone Boulevard.
- Planning Requirement No. 4- Improvements to fencing along Firestone Boulevard and Madison Avenue.
- Planning Requirement No. 5- Repainting of interior cinder block wall.

- Planning Requirement No. 6- Removal of storage containers.
- Planning Requirement No. 7- New storage equipment shelter approval by Community Development Director.
- Planning Requirement No. 9- New decorative trash enclosure approval by Community Development Director.
- Planning Requirement No. 11- Removal of antennas within 45 days after lease termination.
- Planning Requirement No. 21- Continuous property maintenance.
- Planning Requirement No. 23- Annual maintenance and repair inspections for structures, equipment, and fencing.
- Planning Requirement No. 24- Removal and disposal of overgrown vegetation.

**Building/Safety Requirement Nos. 35, 36, and 37**

- Building/Safety Requirement No. 35- Re-stripe and slurry parking lot.
- Building/Safety Requirement No. 36- Replacement of all damaged/missing parking tire stops.
- Building/Safety Requirement No. 37- Repair of inoperable/damaged storm drain (catch basin).

The proposed CUP containing those conditions is attached hereto as Attachment E.

For a detailed discussion of Verizon's protests and the rationale underlying those protests, please review the following attachments to this Agenda Bill:

- Attachment F: March 4, 2019 letter to South Gate City Clerk Carmen Avalos from Bryce Novak, J5's Senior Site Acquisition and Zone Specialist
- Attachment G: March 5, 2019 letter (including attachments thereto) to South Gate Assistant Planner Jessica Jimenez from Farrukh Qazi, RF Design Engineer for Verizon
- Attachment H: March 8, 2019 letter to South Gate City Clerk Carmen Avalos from Kevin P. Sullivan, Esq., of Gatzke Dillon & Balance LLP, attorneys for Verizon
- Attachment I: Supplemental letter dated March 18, 2019 to Ms. Avalos from Mr. Sullivan.

With respect to Attachment H, we note that it also contains assertions by Mr. Sullivan that the CUP has already been deemed approved under federal regulations. The South Gate City Attorney's Office disagrees with Mr. Sullivan's interpretation of those regulations and has

addressed that matter separately with Mr. Sullivan, as noted in Mr. Sullivan's response at Attachment I. Thus, the "deemed approved" issue is not among those which the City Council is being asked to decide at the March 26, 2019 City Council meeting.

- ATTACHMENTS:**
- A. Proposed Resolution Approving CUP
  - B. Proposed Resolution Denying CUP
  - C. Proposed Resolution Approving CUP With Modified Conditions
  - D. February 21, 2019 Planning Commission Agenda Bill
  - E. Planning Commission Resolution No. 2019-01
  - F. March 4, 2019 letter to South Gate City Clerk Carmen Avalos from Bryce Novak, J5's Senior Site Acquisition and Zone Specialist
  - G. March 5, 2019 letter (including attachments thereto) to South Gate Assistant Planner Jessica Jimenez from Farrukh Qazi, RF Design Engineer for Verizon
  - H. March 8, 2019 letter to South Gate City Clerk Carmen Avalos from Kevin P. Sullivan, Esq., of Gatzke Dillon & Balance LLP, attorneys for Verizon
  - I. Supplemental letter dated March 18, 2019, to Ms. Avalos from Mr. Sullivan
  - J. Aerial and Location Map
  - K. Site Plan, Antenna Plan, and Elevations
  - L. Photograph Simulation
  - M. Propagation Map
  - N. Notice of Exemption
  - O. Public Hearing Notice

RECEIVED

Item No. 16

APR 17 2019

City of South Gate  
CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

5:10pm

AGENDA BILL

For the Regular Meeting of: April 23, 2019

Originating Department: Administration

Management Analyst:

  
Marina Urias

City Manager:

  
Michael Flad

**SUBJECT: ESTABLISHMENT OF A SUBCOMMITTEE TO GUIDE THE DEVELOPMENT OF A SISTER CITIES POLICY AND PROGRAM**

**PURPOSE:** This item was added to the Agenda at the request of Council Members Al Rios and M. Belén Bernal. Staff is recommending that the City Council establish a subcommittee to guide the development of a Sister Cities policy and program.

**RECOMMENDED ACTIONS:** Form a Sister Cities Subcommittee composed of two City Council Members, to guide the development of a Sister Cities policy and program.

**FISCAL IMPACT:** There is no fiscal impact, since subcommittee members will not receive additional compensation. However, should the City Council approve implementing a Sister Cities Program at a future time, the estimated cost to operate it could be approximately \$30,000.

**ANALYSIS:** Forming a Sister Cities subcommittee provides Council Members a leadership role in the development of the policy and program. The subcommittee is the means to provide staff frequent input and guidance during the process. The scope of work that is envisioned for the subcommittee includes developing the (a) a policy (structure, selection process and budget guidelines), and (b) recommending a program and budget for implementation. It is recommended that the Sister Cities Subcommittee be made up of two City Council Members, that will be supported by City Manager Designees. The City Council has formed subcommittees in the past for similar programs that are significant to the community and organization.

**BACKGROUND:** Sister City programs have been in place for many years throughout the nation. Nationally, the program is supported by Sister Cities International (SCI). SCI assist cities in finding a sister city that shares the same goals and characteristics as well as organize, build, and manage their Sister City Program.

They also have a recommended Sister Cities Policy as a resource to cities. According to the policy, the Sister City program are to exchange cultural, educational and professional programs in each city; promote interest and good will by sharing ideas and to share common problems and solutions to daily activities. These relationships are mutually beneficial to the economic well-being of each. The selection of a Sister City is based upon several guidelines, including similarities in cultural activities,

economics, size, businesses, manufacturing, entertainment venues, accessibility/transportation and more.

Council Members Al Rios and M. Belén Bernal have expressed interest in forming a program. Staff is recommending that a subcommittee be assigned to oversee the development of both a Sister Cities policy and program. Regarding the policy aspect of this, the subcommittee will be reviewing Sister Cities International policy and best practices, to recommend adoption of a City policy. Regarding the program aspects of this, the subcommittee would be tasked with recommending a program that include purpose, goals, potential cities, budgets and activities.

**ATTACHMENT:** None.

RECEIVED

APR 16 2019

**City of South Gate**  
CITY COUNCIL

Item No. 17

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

7:11pm

AGENDA BILL

For the Regular Meeting of: **April 23, 2019**  
Originating Department: **Administrative Services**

Department Director:

*Jackie Acosta*  
Jackie Acosta

City Manager:

*Michael Flad*  
Michael Flad

**SUBJECT: MID-YEAR BUDGET REVIEW FOR FISCAL YEAR 2018/19**

**PURPOSE:** To keep the City Council apprised as to the status of Fiscal Year 2018/19 budget and to approve various mid-year adjustments.

**RECOMMENDED ACTIONS:**

1. Receive and file the mid-year budget report for Fiscal Year 2018/19;
2. Appropriate \$10,000 from the unassigned General Fund Balance to account no. 100-503-21-6701 for the refurbishment of one parking enforcement vehicle;
3. Appropriate \$24,000 from the unassigned Gas Tax Fund Balance to account no. 212-713-31-5110 for overtime for the remainder of the fiscal year necessitated by the unusually wet winter and the need to address potholes and tree maintenance;
4. Appropriate \$34,000 from the unassigned Gas Tax Fund Balance to account no. 212-713-31-9005 for the purchase of two SASE Concrete Grinders;
5. Appropriate \$32,716 from the unassigned Prop A Fund Balance to account no. 221-480-33-6304 for payment of the Eco-Rapid Transit Annual Membership Dues;
6. Appropriate \$20,000 from the unassigned Building & Infrastructure Maintenance Fund Balance to account no. 524-415-61-6704 for the emergency repair of lateral lines at the Patricia G. Mitchell Swim Stadium;
7. Appropriate \$20,000 from the unassigned Building & Infrastructure Maintenance Fund Balance to account no. 524-415-61-9100 for emergency repairs to the skylights at the Patricia G. Mitchell Swim Stadium;
8. Appropriate \$175,000 from the unassigned Building & Infrastructure Maintenance Fund Balance to account no. 524-710-21-9100 for required repairs to the underground fuel tank at the Police Department;
9. Appropriate \$15,000 from the unassigned Building & Infrastructure Maintenance Fund Balance to account no. 524-710-21-9100 for required repairs to 4-inch sewer line in the women's restroom at the Police Department;
10. Increase revenue projections by \$203,595 in the Water Fund, account no. 411-4999, for the annual reimbursement from the Sewer Fund for its share of the annual debt service payments on the 2012 Water Revenue Bonds; and
11. Appropriate \$203,595 from the unassigned Sewer Fund Balance to account no. 412-732-52-7999 to reimburse the Water Fund for the Sewer Fund's share of the annual debt service payments on the 2012 Water Revenue Bonds;

**FISCAL IMPACT:** The Fiscal Year 2018/19 budgets of the funds listed above will be increased by the amounts specified from monies available in the unassigned fund balances of those funds.

**ANALYSIS:** As the fiscal year progresses, it is appropriate for staff to apprise the City Council of the City's financial position and recommend adjustments when needed.

**BACKGROUND:** This is the second financial status report of this current fiscal year. As of February 28, 2019, the 2018/19 fiscal year is 66.67% (2/3) complete. To date, most of our major revenues are at about 50% - 57% of budget and total General Fund revenues are at 54.5%. That is perfectly normal because many of the major revenues have a 2-month lag time, meaning that the City has actually received only six months of revenues. On the expenditure side, 54.5% of the General Fund budgeted expenditures have been spent. This is normal as expenditures also have a slight lag time. Below is a chart that shows, by major revenue category, the General Fund revenues as of February 28<sup>th</sup>, compared to the annual budget.

<b>Revenues – By Category</b>	<b>2018/19 Amended Revenues</b>	<b>YTD Thru 2/28/19</b>	<b>% Rec'd</b>
Property Taxes	12,667,831	6,833,649	53.9%
State Sales Taxes	11,387,503	5,709,875	50.1%
Local Sales Taxes	10,090,571	5,770,494	57.2%
Franchise Taxes	1,479,000	419,706	28.4%
Business License Taxes	1,647,804	282,931	17.2%
Transient Occupancy Taxes	405,960	223,081	55.0%
Other Taxes	1,677,812	983,600	58.6%
Permits	1,440,039	852,582	59.2%
Fine & Forfeitures	958,242	708,830	74.0%
Use of Money & Property	934,730	1,365,529	146.1%
Intergovernmental	103,422	49,874	48.2%
Fees & Charges	2,379,469	1,686,126	70.9%
Other Revenues	3,330,575	1,569,428	47.1%
<b>Total General Fund Revenues</b>	<b>48,502,958</b>	<b>26,455,705</b>	<b>54.5%</b>

The chart below shows, by department, the General Fund expenditures as of February 28, 2019, compared to the annual budget.

<b>Expenditures – By Department</b>	<b>2018/19 Amended Budget</b>	<b>YTD Thru 2/28/19</b>	<b>% Spent</b>
City Council	309,550	181,167	58.5%
City Clerk	480,346	298,179	62.1%
City Treasurer	41,828	20,444	48.9%
City Attorney	1,088,479	947,692	87.1%
City Manager	1,113,727	691,690	62.1%
Administrative Services	3,320,120	1,934,715	58.3%
Parks & Recreation	7,982,450	4,647,057	58.2%
Police	28,876,897	17,591,638	60.9%
Community Development	3,149,066	1,845,104	58.6%
Public Works	4,532,458	2,428,599	53.6%
Non-Departmental	5,514,727	308,512	5.6%
<b>Total General Fund Expenditures</b>	<b>56,409,648</b>	<b>30,894,796</b>	<b>54.8%</b>



In summary, there is nothing noteworthy or concerning with respect to General Fund revenues received and expenditures made through the first eight months of fiscal year 2018/19.

As for the other funds of the City, they too experience cyclical revenue receipts, but also experience cyclical expenditure patterns, in contrast to the General Fund which has more consistent expenditure patterns. The other City funds account for restricted revenues such as Gas Taxes, Prop A, Prop C, Measure R, Measure M, Law Enforcement Grants, Asset Forfeiture, CDBG, Capital Improvement Program, Water, Sewer, Fleet Management, CAER, etc. The chart below provides revenue and expenditure comparisons for each of the City's other funds.

<b>Fund Name</b>	<b>2018/19 Amended Revenues</b>	<b>YTD Thru 2/28/19</b>	<b>% Rec'd</b>	<b>2018/19 Amended Budget</b>	<b>YTD Thru 2/28/19</b>	<b>% Spent</b>
Traffic Safety	119,144	46,314	38.9%	305,515	155,401	50.9%
Gas Tax	1,972,852	1,216,609	61.7%	3,308,223	1,536,840	46.5%
TDA Bikeway	195,646	0	0.0%	0	0	0.0%
Street Sweeping	710,703	413,872	58.2%	554,140	333,253	60.1%
Road Repair & Acct Act (SB1)	1,757,033	908,530	51.7%	1,828,361	416,076	22.8%
CASp Certification & Training	0	4,558	0.0%	0	0	0.0%
Prop A Transit	2,379,841	1,513,696	63.6%	2,439,264	1,236,639	50.7%
Prop C Transit	1,633,315	1,138,527	69.7%	3,824,863	1,393,642	36.4%
Air Quality (AQMD)	252,561	33,777	13.4%	370,383	29,141	7.9%
Measure R Transit	1,221,511	858,670	70.3%	130,581	4,543	10.3%
Measure M Transit	1,373,118	947,678	69.0%	2,244,737	21,517	1.0%
Law Enforcement Grants	434,604	227,777	52.4%	581,022	203,297	35.0%
Asset Forfeiture	1,018,000	1,059,938	104.1%	1,702,740	1,169,667	68.7%
Housing Authority	4,449,500	2,711,700	60.9%	4,797,144	2,781,337	58.0%
Home Program	521,677	188,244	36.1%	521,677	216,366	41.5%
CDBG	1,372,489	617,302	45.0%	2,425,843	946,231	39.0%
ARRA	0	0	0.0%	0	0	0.0%
Street Lighting & Landscaping	2,014,141	1,127,388	56.0%	2,957,325	1,499,789	50.7%
Federal & State Grants	8,102,500	1,659,432	20.5%	32,285,577	1,326,757	4.1%
UDAG	3,500	1,992	57.0%	69,849	0	0.0%
Public Access Corp	600	440	73.3%	61,926	20,918	33.8%
Park Enhancement	249,345	196,053	78.6%	320,000	0	0.0%
Measure A Park Improvements	262,500	0	0.0%	0	0	0.0%
Capital Improvement Program	46,691,724	3,978,602	8.5%	46,853,165	5,649,157	12.1%
Successor Agency	272,480	14,986	5.5%	285,100	185,414	65.0%
Low/Mod Income Housing	43,899	18,943	43.2%	25,000	47,745	191.0%
Water	21,536,059	12,309,955	57.2%	21,035,015	6,161,565	29.3%
Sewer	1,421,138	719,450	50.6%	2,275,471	590,793	26.0%
Refuse	4,000,426	2,318,807	58.0%	3,784,728	2,270,749	60.0%
Insurance (Risk Management)	2,618,509	1,953,397	74.6%	4,125,080	2,867,886	69.5%
Fleet Management	1,576,762	788,420	50.0%	1,925,357	1,059,010	55.0%
Information Systems	749,340	373,948	49.9%	1,752,412	466,180	26.6%
Capital Asset & Equip Repl	128,379	16,418	12.8%	715,932	217,670	30.4%
Building & Infrastructure Maint	7,500	8,217	109.6%	385,800	68,199	17.7%

<b>Fund Name</b>	<b>2018/19 Amended Revenues</b>	<b>YTD Thru 2/28/19</b>	<b>% Rec'd</b>	<b>2018/19 Amended Budget</b>	<b>YTD Thru 2/28/19</b>	<b>% Spent</b>
Successor Agency Debt Service	4,901,099	0	0.0%	4,944,531	(409,803)	N/A
<b>Totals – Other Funds</b>	<b>113,991,895</b>	<b>37,373,640</b>	<b>32.8%</b>	<b>148,836,761</b>	<b>32,465,979</b>	<b>21.8%</b>
<b>Totals – All Funds</b>	<b>162,494,853</b>	<b>63,829,345</b>	<b>39.3%</b>	<b>205,246,409</b>	<b>63,360,775</b>	<b>30.9%</b>

Along with the Mid-Year Budget Review, staff traditionally proposes any budget adjustments that are deemed necessary. This year, there are a few mid-year budget adjustments that staff is recommending that the City Council approve so that the projects listed on the following page can be accomplished this fiscal year or needed budget corrections can be made.

<b>Item</b>	<b>Description</b>	<b>Account Number</b>	<b>Amount</b>
Refurbishment of parking enforcement vehicles	Will allow these vehicles to be used for additional years before being replaced	100-503-21-6701	\$10,000
Increase in overtime budget	Necessitated by the unusually wet winter causing more than usual pot hole repairs and tree maintenance	212-713-31-5110	\$24,000
Purchase of two SASE Concrete Grinders	Equipment will allow the reassigned Street Sweeping employees to the address concrete issues on City sidewalks	212-713-31-9005	\$34,000
Payment of Eco-Rapid Transit Annual Membership Dues	Inadvertently not budgeted	221-480-33-6304	\$32,716
Repair of Swim Stadium lateral lines	Emergency repair	524-415-61-6704	\$20,000
Fixing skylights at the Swim Stadium	Emergency repairs as a result of significant rain damage	524-415-61-9100	\$20,000
Repairs and upgrades to fuel access piping and the fuel pump at the Police Dept.	Repairs and upgrades needed to meet L.A. County requirements	524-710-21-9100	\$175,000
Repairs to the 4" sewer line in the Women's restroom at the Police Department	The restroom is currently out of commission due to the deterioration of the crew	524-710-21-9100	\$15,000
Sewer Fund Payment to Water Fund for its share of annual debt service payment	A portion of the 2012 Water Revenue Bonds are to be paid by the Sewer Fund. The annual transfer was not budgeted	411-4999 & 412-732-52-7999	\$203,595

Attached to this report are more detailed revenue and expenditure reports for all funds.

- ATTACHMENTS:** A) Revenue Summary – By Category  
B) Expenditure Summary – By Department/Fund

**CITY OF SOUTH GATE  
FISCAL YEAR 2018-19  
8-MONTH REVENUE SUMMARY REPORT**

<b>ACCOUNT</b>	<b>DESCRIPTION</b>	<b>ACTUAL REVENUES 2015-16</b>	<b>ACTUAL REVENUES 2016-17</b>	<b>ACTUAL REVENUES 2017-18</b>	<b>AMENDED REVENUES 2018-19</b>	<b>ACTUAL REVENUES AS OF 2-28-19</b>	<b>% REC'D</b>
<b>General Fund</b>							
100-4101	Property Tax - CY Secured	2,532,182	2,635,945	2,719,776	2,588,154	1,587,074	61.32%
100-4103	Property Tax - PY Secured	(3,400)	(6,406)	(7,458)	(6,633)	(7,282)	109.78%
100-4104	Property Tax - PY Unsecured	1,341	2,748	2,865	2,865	(1)	-0.05%
100-4105	Penalties/Delinquencies	8,837	10,000	7,121	7,185	5,636	78.44%
100-4106	Homeowner's Exemption	16,312	15,791	15,214	15,518	7,308	47.09%
100-4107	VLF in-lieu	8,767,244	9,112,002	9,479,133	9,668,478	4,972,261	51.43%
100-4110	AB X1 26 PTR Residual 26400	370,308	348,936	449,568	392,264	268,654	68.49%
	<b>Total Property Tax</b>	<b>11,692,825</b>	<b>12,119,016</b>	<b>12,666,220</b>	<b>12,667,831</b>	<b>6,833,649</b>	<b>53.94%</b>
100-4201	State Sales Tax	11,521,552	11,135,987	11,057,999	11,387,503	5,709,875	50.14%
100-4202	Transient Occupancy Tax	349,996	390,454	419,789	405,960	223,081	54.95%
100-4203	Franchise Tax	1,413,719	1,365,205	1,631,404	1,479,000	419,706	28.38%
100-4204	Commercial Refuse Franch. Tax	1,006,321	1,088,833	1,076,317	1,113,319	709,582	63.74%
100-4205	Business License Tax	1,466,242	1,583,818	1,461,046	1,647,804	282,931	17.17%
100-4206	Real Estate Transfer Tax	107,492	167,237	190,096	164,493	74,018	45.00%
100-4207	Material Recovery Facility Tax	500,000	465,100	400,000	400,000	200,000	50.00%
100-4208	Local Sales Tax	9,509,333	9,486,553	10,063,210	10,090,571	5,770,494	57.19%
	<b>Total - Taxes</b>	<b>37,567,481</b>	<b>37,802,202</b>	<b>38,966,081</b>	<b>39,356,481</b>	<b>20,223,336</b>	<b>51.39%</b>
100-4301	Building Permits	406,218	400,268	350,139	365,273	195,505	53.52%
100-4302	Seismic Fees	302	(865)	197	500	667	133.48%
100-4303	Liquifaction Fee	1,942	260	650	700	390	55.71%
100-4304	Electrical Permits	109,000	102,362	99,980	96,299	61,230	63.58%
100-4305	Plumbing Permits	87,495	90,019	87,642	85,381	47,946	56.16%
100-4306	Sewer Permits	6,746	6,311	6,394	6,699	2,878	42.96%
100-4307	Mechanical Permits	93,563	61,786	59,367	54,510	31,607	57.98%
100-4308	Green Building Standard Fee	(370)	912	230	1,384	350	25.32%
100-4340	Public Works Permits	108,582	189,104	210,206	208,470	116,079	55.68%
100-4345	PW-New Development Fees	53,494	40,169	43,637	29,580	24,500	82.83%
100-4360	Transfer Station Permit	294,042	307,554	314,046	321,743	139,947	43.50%
100-4361	Film Permits	13,132	18,090	8,576	10,000	2,680	26.80%
100-4362	Overnight Parking Permits	1,998	1,812	2,072	2,000	1,628	81.40%
100-4379	Other Permits	3,500	3,500	6,401	3,500	4,175	119.29%
100-4380	Animal Licenses	377,010	260,560	253,960	254,000	223,000	87.80%
	<b>Total - Permits</b>	<b>1,556,655</b>	<b>1,481,843</b>	<b>1,443,497</b>	<b>1,440,039</b>	<b>852,582</b>	<b>59.21%</b>
100-4402	Parking Citations	1,040,926	1,006,307	971,712	931,242	695,693	74.71%
100-4403	Municipal Code Fines	12,900	12,301	17,900	9,000	6,500	72.22%
100-4404	Administrative Citations - Fireworks	0	13,550	15,716	16,000	1,834	11.46%
100-4405	Administrative Citations - Code Enf	0	0	3,825	1,500	4,943	329.52%
100-4491	Court Ordered - Restitution	3,709	785	278	500	(140)	-28.00%
	<b>Total - Fines &amp; Forfeitures</b>	<b>1,057,535</b>	<b>1,032,943</b>	<b>1,009,431</b>	<b>958,242</b>	<b>708,830</b>	<b>73.97%</b>
100-4501	Interest Earnings	257,582	26,120	630,225	156,060	867,358	555.78%
100-4599	Investment Mkt Value-Gains/Losses	0	0	(274,455)	0	274,455	#DIV/0!
100-4502	Bond Interest Earnings	2	610	6,654	0	0	#DIV/0!
100-4503	Interest from Advances	1,248,958	527,667	431,416	473,524	0	0.00%
100-4504	Loan Repayment	0	0	10,180	0	0	#DIV/0!
100-4520	Property Rental	131,421	206,300	231,215	235,000	165,471	70.41%
100-4521	Sale of Property	6,073	1,340	8,810	2,000	22,645	1132.25%
100-4523	Advertisement Revenues	75,095	64,272	58,207	68,147	35,600	52.24%
100-4524	Easement Grants	200,000	0	0	0	0	#DIV/0!
	<b>Total - Use of Money &amp; Property</b>	<b>1,919,131</b>	<b>826,309</b>	<b>1,102,250</b>	<b>934,730</b>	<b>1,365,529</b>	<b>146.09%</b>

**CITY OF SOUTH GATE  
FISCAL YEAR 2018-19  
8-MONTH REVENUE SUMMARY REPORT**

ACCOUNT	DESCRIPTION	ACTUAL REVENUES 2015-16	ACTUAL REVENUES 2016-17	ACTUAL REVENUES 2017-18	AMENDED REVENUES 2018-19	ACTUAL REVENUES AS OF 2-28-19	% REC'D
<b>General Fund (Cont.)</b>							
100-4601	Motor Vehicle In Lieu Tax	38,955	44,609	51,919	52,957	47,105	88.95%
100-4602	State Mandated Cost Reimb.	121,626	19,838	19,521	1,000	365	36.54%
100-4608	P.O.S.T./S.T.C Reimb.	6,226	3,730	4,875	5,500	1,960	35.64%
100-4613	CA Victim Compensation Program	225	0	0	0	0	#DIV/0!
100-4626	AB109 Task Force -SE Parole	254,088	211,907	0	0	0	#DIV/0!
100-4681	Park Maintenance Grant	31,726	157,327	353,230	40,000	0	0.00%
100-4699	Other Intergovernmental Grants	8,285	0	4,204	3,965	444	11.19%
<b>Total - Intergovernmental</b>		<b>461,132</b>	<b>437,412</b>	<b>433,749</b>	<b>103,422</b>	<b>49,874</b>	<b>48.22%</b>
100-4701	Building Inspection	11,350	6,643	7,560	7,344	5,293	72.07%
100-4702	Pre-sale Inspections	37,668	36,805	35,220	35,190	19,976	56.77%
100-4703	Occupancy Inspections	90,109	75,492	80,301	79,254	51,728	65.27%
100-4704	Code Restoration	39,750	33,250	23,886	25,500	11,350	44.51%
100-4705	Plan Check	361,083	253,510	257,453	268,770	301,037	112.01%
100-4706	Title 24- Plan Check	29,066	18,114	28,666	29,070	35,393	121.75%
100-4707	Zoning and Subdivision	80,818	126,244	126,763	107,100	81,710	76.29%
100-4716	Enterprise Zone Fees	0	11	0	0	0	#DIV/0!
100-4720	Vehicle Inspection	7,733	6,232	7,448	6,350	4,912	77.35%
100-4721	Vehicle Impound	184,404	187,066	237,643	190,000	153,549	80.82%
100-4722	DUI Cost Recovery	32,882	34,486	39,381	29,000	24,302	83.80%
100-4723	Vehicle Repo Fee	3,495	4,155	4,575	4,175	2,974	71.23%
100-4724	Police Reports	8,756	10,909	9,070	8,400	6,181	73.58%
100-4725	Fingerprinting	8,995	6,288	6,689	6,100	646	10.59%
100-4726	False Alarm	52,803	94,932	92,368	88,900	76,973	86.58%
100-4728	Tweedy Mile Security	64,369	33,709	34,152	35,000	0	0.00%
100-4729	Witness Fees	2,645	1,650	826	750	0	0.00%
100-4730	Other Police Services	929	1,102	3,006	2,000	5,988	299.40%
100-4740	Park Aquatics	226,247	210,786	224,718	250,100	181,789	72.69%
100-4741	Park Rents & Concessions	292,438	317,498	144,064	300,000	91,678	30.56%
100-4742	Recreation Classes	73,397	74,888	45,654	99,040	14,104	14.24%
100-4743	Golf Course	37,900	35,837	36,298	33,650	20,895	62.10%
100-4744	Youth Programs	72,881	66,910	120,407	74,040	78,971	106.66%
100-4745	Sports Center	302,806	334,287	413,211	392,461	286,003	72.87%
100-4746	Senior Programs	33,548	28,450	33,047	38,475	16,980	44.13%
100-4747	Special Events	31,362	23,354	19,102	24,050	18,922	78.68%
100-4748	Adult Sports	139,289	143,412	126,449	163,525	91,011	55.66%
100-4749	Youth Sports	53,668	66,167	69,864	67,425	39,561	58.67%
100-4750	Teen Program	878	300	1,795	5,500	1,400	25.45%
100-4751	Leased Facilities	187,664	77,615	39,975	0	24,600	#DIV/0!
100-4770	ROW Maintenance	1,380	1,149	31,979	1,300	31,523	2424.85%
100-4780	Passport Application Fees	0	0	11,370	7,000	6,679	95.41%
<b>Total - Fees &amp; Charges</b>		<b>2,470,312</b>	<b>2,311,247</b>	<b>2,312,938</b>	<b>2,379,469</b>	<b>1,686,126</b>	<b>70.86%</b>
100-4901	Administrative Allocation	3,020,121	2,926,828	2,701,715	2,932,275	1,416,703	48.31%
100-4902	Property Damage	42,951	345	0	0	0	#DIV/0!
100-4903	Misc. Reimbursements	622,660	302,823	315,960	292,000	107,118	36.68%
100-4904	Donations	10,000	1,000	1,000	1,000	0	0.00%
100-4905	Settlements	93,067	22,784	5,399,152	25,000	2,250	9.00%
100-4907	Energy Grants/Reimbursements	0	679	0	0	0	#DIV/0!
100-4908	Donation - Business Watch Program	0	30,000	0	0	0	#DIV/0!
100-4950	Cash Over/Short	(20)	(257)	(407)	0	(89)	#DIV/0!
100-4951	Administrative Fees	10	228	171,610	300	50	16.67%
100-4995	Misc. Revenue	81,058	84,640	52,504	75,000	43,395	57.86%
100-4999	Transfer-In	10,000	0	0	5,000	0	0.00%
<b>Total - Other Revenues</b>		<b>3,879,848</b>	<b>3,369,070</b>	<b>8,641,534</b>	<b>3,330,575</b>	<b>1,569,428</b>	<b>47.12%</b>
<b>Total - General Fund</b>		<b>48,912,093</b>	<b>47,261,025</b>	<b>53,909,481</b>	<b>48,502,958</b>	<b>26,455,705</b>	<b>54.54%</b>

**CITY OF SOUTH GATE  
FISCAL YEAR 2018-19  
8-MONTH REVENUE SUMMARY REPORT**

ACCOUNT	DESCRIPTION	ACTUAL REVENUES 2015-16	ACTUAL REVENUES 2016-17	ACTUAL REVENUES 2017-18	AMENDED REVENUES 2018-19	ACTUAL REVENUES AS OF 2-28-19	% REC'D
<b>Traffic Safety</b>							
211-4401	Vehicle Code Fines	191,101	150,264	115,479	119,144	46,314	38.87%
<b>Total - Traffic Safety Fund</b>		<b>191,101</b>	<b>150,264</b>	<b>115,479</b>	<b>119,144</b>	<b>46,314</b>	<b>38.87%</b>
<b>Gas Tax</b>							
212-4501	Interest Earnings	15,934	14,176	2,551	12,000	(1,937)	-16.14%
212-4599	Investment Mkt Value-Gains/Losses	0	0	(3,844)	0	3,844	#DIV/0!
212-4649	Gas Tax - 2103	495,958	265,778	384,101	362,069	229,227	63.31%
212-4650	Gas Tax - 2105	542,063	559,521	535,249	552,971	307,820	55.67%
212-4651	Gas Tax - 2106	322,691	331,126	326,251	333,115	184,186	55.29%
212-4652	Gas Tax - 2107	713,340	716,882	704,094	712,697	382,805	53.71%
212-4653	Traffic Congestion Relief	0	0	112,129	0	110,665	#DIV/0!
212-4902	Property Damage	337	0	0	0	0	#DIV/0!
212-4903	Misc Reimbursements	37,842	0	0	0	0	#DIV/0!
212-4995	Miscellaneous Revenue	0	0	162	0	0	#DIV/0!
212-4999	Transfers-In	0	0	81,403	0	0	#DIV/0!
<b>Total - Gas Tax Fund</b>		<b>2,128,166</b>	<b>1,887,483</b>	<b>2,142,094</b>	<b>1,972,852</b>	<b>1,216,609</b>	<b>61.67%</b>
<b>TDA Bikeway</b>							
213-4655	TDA Bikeway	2,002	79,045	27	195,646	0	0.00%
<b>Total - TDA Bikeway Fund</b>		<b>2,002</b>	<b>79,045</b>	<b>27</b>	<b>195,646</b>	<b>0</b>	<b>0.00%</b>
<b>Street Sweeping</b>							
214-4501	Interest Earnings	791	1,997	3,975	2,037	(1,288)	-63.23%
214-4599	Investment Mkt Value-Gains/Losses	0	0	(2,556)	0	2,556	#DIV/0!
214-4771	NPDES Fees	4,829	5,552	742	5,663	505	8.92%
214-4772	Street Sweeping Fee	685,436	688,285	681,104	702,050	411,574	58.62%
214-4777	Utility City Statement Fee	948	934	906	953	525	55.06%
<b>Total - Street Sweeping Fund</b>		<b>692,004</b>	<b>696,768</b>	<b>684,170</b>	<b>710,703</b>	<b>413,872</b>	<b>58.23%</b>
<b>Road Repair &amp; Accountability Act (SB1)</b>							
215-4501	Interest Earnings	0	0	1,219	7,000	(360)	-5.14%
215-4599	Investment Mkt Value-Gains/Losses	0	0	(715)	0	715	#DIV/0!
215-4647	Transportation Loan Repayments	0	0	0	112,129	0	0.00%
215-4648	Road Maintenance & Rehab	0	0	577,946	1,637,904	908,176	55.45%
<b>Total - Road Repair &amp; Accountability Act Fund</b>		<b>0</b>	<b>0</b>	<b>578,450</b>	<b>1,757,033</b>	<b>908,530</b>	<b>51.71%</b>
<b>CASp Certification &amp; Training Fund</b>							
216-4501	Interest Earnings	0	0	0	0	0	#DIV/0!
216-4381	SB 1186 / AB 1379 Fee	0	0	20,765	0	4,558	#DIV/0!
<b>Total - CASp Certification &amp; Training Fund</b>		<b>0</b>	<b>0</b>	<b>20,765</b>	<b>0</b>	<b>4,558</b>	<b>#DIV/0!</b>
<b>Prop A Transit</b>							
221-4501	Interest Earnings	9,007	20,973	36,659	22,440	(12,301)	-54.82%
221-4520	Property Rental	71,250	75,000	75,000	75,000	37,500	50.00%
221-4523	Advertisement Revenues	0	5,804	40	0	0	#DIV/0!
221-4599	Investment Mkt Value-Gains/Losses	0	0	(24,415)	0	24,415	#DIV/0!
221-4657	Prop A Transit	1,733,853	1,761,728	1,857,455	1,930,519	1,350,571	69.96%
221-4699	Intergovernmental Grants	413,802	145,918	143,377	150,000	0	0.00%
221-4753	Bus Pass Sales	75,378	68,542	63,024	66,320	38,977	58.77%
221-4755	Fixed Route Fare Box Revenue	127,764	133,463	125,235	127,362	68,543	53.82%
221-4950	Cash Over/Short	40	0	0	0	(10)	#DIV/0!
221-4995	Miscellaneous	9,759	10,255	10,333	8,200	6,000	73.17%
<b>Total - Prop A Transit Fund</b>		<b>2,440,854</b>	<b>2,221,683</b>	<b>2,286,708</b>	<b>2,379,841</b>	<b>1,513,696</b>	<b>63.60%</b>
<b>Prop C Transit</b>							
222-4501	Interest Earnings	14,303	27,142	55,957	32,000	(18,545)	-57.95%
222-4599	Investment Mkt Value-Gains/Losses	0	0	(36,810)	0	36,810	#DIV/0!
222-4657	Prop C Transit	1,442,723	1,466,593	1,535,349	1,601,315	1,120,262	69.96%
222-4699	Other Grants	9,040	0	(0)	0	0	#DIV/0!
<b>Total - Prop C Transit Fund</b>		<b>1,466,066</b>	<b>1,493,735</b>	<b>1,554,497</b>	<b>1,633,315</b>	<b>1,138,527</b>	<b>69.71%</b>

**CITY OF SOUTH GATE  
FISCAL YEAR 2018-19  
8-MONTH REVENUE SUMMARY REPORT**

ACCOUNT	DESCRIPTION	ACTUAL REVENUES 2015-16	ACTUAL REVENUES 2016-17	ACTUAL REVENUES 2017-18	AMENDED REVENUES 2018-19	ACTUAL REVENUES AS OF 2-28-19	% REC'D
<b>AQMD</b>							
223-4501	Interest Earnings	1,290	2,753	6,010	3,100	(1,982)	-63.92%
223-4599	Investment Mkt Value-Gains/Losses	0	0	(3,933)	0	3,933	#DIV/0!
223-4604	AQMD	121,611	127,161	124,739	122,061	31,825	26.07%
223-4995	Miscellaneous	0	19,100	0	127,400	0	0.00%
<b>Total - AQMD Fund</b>		<b>122,901</b>	<b>149,013</b>	<b>126,816</b>	<b>252,561</b>	<b>33,777</b>	<b>13.37%</b>
<b>Measure R Transit</b>							
224-4501	Interest Earnings	13,849	25,632	54,308	20,500	(17,973)	-87.67%
224-4599	Investment Mkt Value-Gains/Losses	0	0	(35,673)	0	35,673	#DIV/0!
224-4658	Metro Call for Projects	0	2,330	73,455	0	0	#DIV/0!
224-4661	Measure R	1,079,291	1,096,245	1,153,975	1,201,011	840,970	70.02%
<b>Total - Measure R Transit Fund</b>		<b>1,093,140</b>	<b>1,124,207</b>	<b>1,246,065</b>	<b>1,221,511</b>	<b>858,670</b>	<b>70.30%</b>
<b>Measure M Transit</b>							
225-4501	Interest Earnings	0	0	6,014	12,000	(1,776)	-14.80%
225-4599	Investment Mkt Value-Gains/Losses	0	0	(3,525)	0	3,525	#DIV/0!
225-4658	Metro Call for Projects	0	0	0	0	0	#DIV/0!
225-4671	Measure M	0	0	1,045,766	1,361,118	945,929	69.50%
<b>Total - Measure M Transit Fund</b>		<b>0</b>	<b>0</b>	<b>1,048,255</b>	<b>1,373,118</b>	<b>947,678</b>	<b>69.02%</b>
<b>Law Enforcement Grants</b>							
231-4501	Interest Earnings	3,393	3,770	6,156	4,200	(2,131)	-50.73%
231-4599	Investment Mkt Value-Gains/Losses	0	0	(4,229)	0	4,229	#DIV/0!
231-4620	Edward Byrne Memorial Grant	2,883	68,519	8,264	43,038	6,972	16.20%
231-4621	AB 3229 - COPS	173,087	199,361	211,356	225,000	191,802	85.25%
231-4624	OTS Grants	77,244	78,883	79,571	162,366	15,691	9.66%
231-4627	COPS Hiring Military Grant	163,527	0	0	0	0	#DIV/0!
231-4628	Andeavor Grant - Business Watch	0	0	30,000	0	0	#DIV/0!
231-4683	ABC Grant	19,660	17,196	0	0	0	#DIV/0!
231-4699	Other Intergovernmental	0	0	13,547	0	11,214	#DIV/0!
231-4999	Transfers-In	0	0	30,000	0	0	#DIV/0!
<b>Total - Law Enforcement Grants Fund</b>		<b>439,794</b>	<b>367,730</b>	<b>374,664</b>	<b>434,604</b>	<b>227,777</b>	<b>52.41%</b>
<b>Asset Forfeiture</b>							
235-4501	Interest Earnings	19,000	36,730	65,943	18,000	(22,201)	-123.34%
235-4599	Investment Mkt Value-Gains/Losses	0	0	(44,066)	0	44,066	#DIV/0!
235-4635	Federal Dept of Justice	1,592,831	2,148,695	474,827	1,000,000	1,038,074	103.81%
235-4636	Federal Dept of Treasury	23,385	0	0	0	0	#DIV/0!
235-4638	State Dept of Justice	0	0	14,665	0	0	#DIV/0!
235-4904	Donations	3,000	0	0	0	0	#DIV/0!
<b>Total - Asset Forfeiture Fund</b>		<b>1,638,216</b>	<b>2,185,424</b>	<b>511,369</b>	<b>1,018,000</b>	<b>1,059,938</b>	<b>104.12%</b>
<b>Housing Authority</b>							
241-4501	Interest Earnings	1,778	2,363	5,823	2,500	1,864	74.54%
241-4504	Loan Repayment	0	0	0	0	0	#DIV/0!
241-4520	Property Rental	0	0	0	0	0	#DIV/0!
241-4540	Housing Assistance Pmts	0	0	0	0	26,504	#DIV/0!
241-4599	Investment Mkt Value-Gains/Losses	0	0	(512)	0	512	#DIV/0!
241-4690	HUD Allocation	3,836,909	3,746,239	3,802,025	3,800,000	2,326,789	61.23%
241-4691	Program Admin Fees	481,695	448,138	473,400	450,000	286,274	63.62%
241-4693	Earned Income-Admin Pr Yrs Adj	6,021	(248)	10,527	0	0	#DIV/0!
241-4694	Fraud Recovery - HAP	1,568	3,981	12,692	5,000	3,639	72.79%
241-4695	Fraud Recovery - Admin	1,568	3,981	12,692	5,000	3,639	72.79%
241-4697	Port-In HAP Revenues	115,994	189,787	91,725	175,000	56,911	32.52%
241-4698	Port-In HAP Admin Fee Revenues	10,764	16,161	8,293	12,000	5,568	46.40%
<b>Total - Housing Authority Fund</b>		<b>4,456,295</b>	<b>4,410,402</b>	<b>4,416,665</b>	<b>4,449,500</b>	<b>2,711,700</b>	<b>60.94%</b>

**CITY OF SOUTH GATE  
FISCAL YEAR 2018-19  
8-MONTH REVENUE SUMMARY REPORT**

ACCOUNT	DESCRIPTION	ACTUAL REVENUES 2015-16	ACTUAL REVENUES 2016-17	ACTUAL REVENUES 2017-18	AMENDED REVENUES 2018-19	ACTUAL REVENUES AS OF 2-28-19	% REC'D
<b>HOME Program</b>							
242-4504	Loan Repayment	0	0	0	5,380	32,183	598.20%
242-4690	HUD Allocation	554,984	498,250	492,267	416,297	113,996	27.38%
242-4999	Transfers-In	100,000	100,000	83,560	100,000	42,064	42.06%
<b>Total - HOME Program Fund</b>		<b>654,984</b>	<b>598,250</b>	<b>575,826</b>	<b>521,677</b>	<b>188,244</b>	<b>36.08%</b>
<b>CDBG</b>							
243-4503	Advances	98,816	79,427	58,535	36,165	0	0.00%
243-4504	Loan Repayment	4,276	4,427	429	1,000	1,750	175.00%
243-4690	HUD Allocation	1,117,655	2,197,870	864,211	1,300,000	615,552	47.35%
243-4696	Prior Years Carryover	0	0	840,933	35,324	0	0.00%
243-4708	Commercial Façade Contributions	0	18,517	16,570	0	0	#DIV/0!
243-4995	Misc Revenue	0	0	(1,500)	0	0	#DIV/0!
<b>Total - CDBG Fund</b>		<b>1,220,746</b>	<b>2,300,241</b>	<b>1,779,177</b>	<b>1,372,489</b>	<b>617,302</b>	<b>44.98%</b>
<b>ARRA</b>							
245-4999	Transfers-In	18,123	0	0	0	0	#DIV/0!
<b>Total - ARRA Fund</b>		<b>18,123</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>#DIV/0!</b>
<b>Street Lighting &amp; Landscaping</b>							
251-4105	Penalties/Delinquencies	18,851	12,243	13,976	12,500	5,051	40.41%
251-4108	Street Lights Assessments	2,001,945	1,983,804	2,001,685	1,993,641	1,119,037	56.13%
251-4501	Interest Earnings	5,354	9,750	8,019	8,000	(3,178)	-39.72%
251-4521	Sale of Property	24,563	0	0	0	0	#DIV/0!
251-4599	Investment Mkt Value-Gains/Losses	0	0	(6,308)	0	6,308	#DIV/0!
251-4902	Property Damage	0	0	0	0	0	#DIV/0!
251-4903	Misc Reimbursements	1,901	221,683	0	0	0	#DIV/0!
251-4905	Settlement/Ins. Recoveries	0	0	3,712	0	170	#DIV/0!
251-4907	Energy Reimbursements	0	7,731	0	0	0	#DIV/0!
251-4980	Bond/Loan Proceeds	882,556	6,561	0	0	0	#DIV/0!
<b>Total - Street Lighting &amp; Landscaping Fund</b>		<b>2,935,170</b>	<b>2,241,772</b>	<b>2,021,085</b>	<b>2,014,141</b>	<b>1,127,388</b>	<b>55.97%</b>
<b>Federal &amp; State Grants</b>							
261-4504	Loan Repayment	0	0	0	0	0	#DIV/0!
261-4614	Cal-Home Grant	0	246,420	240,326	0	0	#DIV/0!
261-4615	WM Think Green Grant (CEHAT)	0	0	2,500	0	0	#DIV/0!
261-4656	Safe Route to School Grant	1,112,994	1,286	254,572	0	0	#DIV/0!
261-4658	Metro Call for Projects	1,804,634	879,116	3,176,188	0	1,572,580	#DIV/0!
261-4660	HBRR Grant	2,314,573	3,629,702	1,323,468	0	540	#DIV/0!
261-4663	METRO CicLAvia Grant	71,750	0	0	0	0	#DIV/0!
261-4665	Prop 1 Grant - SWRCB	0	0	0	7,975,100	0	0.00%
261-4680	RMC Grant	350,000	0	0	0	0	#DIV/0!
261-4682	Prop A Recreation Grant	621,596	1,412,834	0	0	0	#DIV/0!
261-4690	HUD Allocation	19,837	0	0	0	0	#DIV/0!
261-4699	Other Intergovernmental	(2,234,938)	4,114,731	79,041	127,400	86,312	67.75%
261-4999	Transfers-In	17,938	0	0	0	0	#DIV/0!
<b>Total - Federal &amp; State Grants Fund</b>		<b>4,078,384</b>	<b>10,284,087</b>	<b>5,076,096</b>	<b>8,102,500</b>	<b>1,659,432</b>	<b>20.48%</b>
<b>UDAG</b>							
262-4501	Interest Earnings	3,575	6,497	2,576	3,500	(2,023)	-57.79%
262-4599	Investment Mkt Value-Gains/Losses	0	0	(4,015)	0	4,015	#DIV/0!
262-4699	Other Grants	196,059	125,481	0	0	0	#DIV/0!
<b>Total - UDAG Fund</b>		<b>199,634</b>	<b>131,978</b>	<b>(1,438)</b>	<b>3,500</b>	<b>1,992</b>	<b>56.91%</b>
<b>Public Access Corp.</b>							
263-4501	Interest Earnings	1,005	1,185	1,160	600	(446)	-74.42%
263-4599	Investment Mkt Value-Gains/Losses	0	0	(886)	0	886	#DIV/0!
263-4995	Miscellaneous	0	0	0	0	0	#DIV/0!
<b>Total - Public Access Corp.</b>		<b>1,005</b>	<b>1,185</b>	<b>274</b>	<b>600</b>	<b>440</b>	<b>73.29%</b>

**CITY OF SOUTH GATE  
FISCAL YEAR 2018-19  
8-MONTH REVENUE SUMMARY REPORT**

ACCOUNT	DESCRIPTION	ACTUAL REVENUES 2015-16	ACTUAL REVENUES 2016-17	ACTUAL REVENUES 2017-18	AMENDED REVENUES 2018-19	ACTUAL REVENUES AS OF 2-28-19	% REC'D
<b>Park Enhancement Fund</b>							
271-4501	Interest Earnings	0	0	5,358	1,500	(1,582)	-105.46%
271-4599	Investment Mkt Value-Gains/Losses	0	0	(3,140)	0	3,140	#DIV/0!
271-4751	Lease Facilities	0	0	250,028	247,845	194,495	78.47%
271-4904	Donations	0	0	14,786	0	0	#DIV/0!
271-4999	Transfers-In	0	0	215,780	0	0	#DIV/0!
<b>Total - Park Enhancement Fund</b>		<b>0</b>	<b>0</b>	<b>482,811</b>	<b>249,345</b>	<b>196,053</b>	<b>78.63%</b>
<b>Measure A (Park Improvements)</b>							
272-4685	Measure A Parks Grant	0	0	0	250,000	0	0.00%
272-4686	Maintenance & Servicing Funds	0	0	0	12,500	0	0.00%
<b>Total - Measure A (Park Improvements) Fund</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>262,500</b>	<b>0</b>	<b>0.00%</b>
<b>Capital Improvements</b>							
311-4501	Interest Earnings	3,440	0	(3,440)	0	0	#DIV/0!
311-4699	Other Intergovernmental-LAUDS	235,118	74,000	135,000	0	0	#DIV/0!
311-4903	Misc Reimbursements	0	0	0	0	0	#DIV/0!
311-4904	Donations	0	550	0	0	15,000	#DIV/0!
311-4995	Miscellaneous	0	0	2,920	0	0	#DIV/0!
311-4999	Transfers In	12,686,957	11,112,113	12,800,344	46,691,724	3,963,602	8.49%
<b>Total - Capital Improvements Fund</b>		<b>12,925,515</b>	<b>11,186,663</b>	<b>12,934,824</b>	<b>46,691,724</b>	<b>3,978,602</b>	<b>8.52%</b>
<b>Successor Agency</b>							
321-4520	Property Rental	24,353	20,606	24,353	22,480	14,986	66.67%
321-4999	Transfers-In	0	0	250,000	250,000	0	0.00%
<b>Total - Successory Agency Fund</b>		<b>24,353</b>	<b>20,606</b>	<b>274,353</b>	<b>272,480</b>	<b>14,986</b>	<b>5.50%</b>
<b>Low/Mod Housing</b>							
322-4110	ABx1 26 PTR Residual 26400	377,890	127,088	225,554	20,525	0	0.00%
322-4501	Interest Earnings	0	623	14,871	750	(3,618)	-482.45%
322-4504	Loan Repayment	0	46,184	3,220	4,300	3,163	73.57%
322-4520	Property Rental	15,626	13,222	18,876	18,324	12,216	66.67%
322-4599	Investment Mkt Value-Gains/Losses	0	0	(7,182)	0	7,182	#DIV/0!
322-4905	Settlements	0	0	0	0	0	#DIV/0!
322-4998	Transfer of Assets	2,135,000	0	0	0	0	#DIV/0!
<b>Total - Low/Mod Housing Fund</b>		<b>2,528,516</b>	<b>187,117</b>	<b>255,338</b>	<b>43,899</b>	<b>18,943</b>	<b>43.15%</b>
<b>Water</b>							
411-4501	Interest Earnings	112,519	166,897	318,646	178,500	(107,447)	-60.19%
411-4502	Bond Interest Earnings	68,857	70,633	96,508	77,000	0	0.00%
411-4522	Water Rights	489,750	490,000	935,700	570,000	570,000	100.00%
411-4525	Water Impact Fees	282,180	26,133	232,877	35,000	0	0.00%
411-4599	Investment Mkt Value-Gains/Losses	0	0	(213,010)	0	213,010	#DIV/0!
411-4771	NPDES Inspections	0	0	0	0	474	#DIV/0!
411-4773	Utility Service	19,347,855	18,820,661	19,252,700	20,318,359	11,450,812	56.36%
411-4774	Utility Connections	14,989	17,441	14,949	14,200	10,272	72.34%
411-4775	Meter Installation	69,051	66,915	48,106	47,000	12,018	25.57%
411-4776	Penalties	298,167	271,067	257,497	275,000	154,581	56.21%
411-4902	Property Damage	5,257	3,641	0	0	0	#DIV/0!
411-4903	Misc Reimbursements	1,703	0	0	0	0	#DIV/0!
411-4907	Energy Reimbursements	0	14,390	10,892	5,000	0	0.00%
411-4950	Cash Over/Short	(702)	(679)	(209)	0	(259)	#DIV/0!
411-4981	Bond Premium	58,569	58,569	58,569	0	0	#DIV/0!
411-4995	Miscellaneous	16,136	10,857	19,820	16,000	6,454	40.34%
411-4999	Transfers-In	1,645,532	1,582,969	203,595	0	40	#DIV/0!
<b>Total - Water Fund</b>		<b>22,409,863</b>	<b>21,599,493</b>	<b>21,236,640</b>	<b>21,536,059</b>	<b>12,309,955</b>	<b>57.16%</b>



**CITY OF SOUTH GATE  
FISCAL YEAR 2018-19  
8-MONTH REVENUE SUMMARY REPORT**

<b>ACCOUNT</b>	<b>DESCRIPTION</b>	<b>ACTUAL REVENUES 2015-16</b>	<b>ACTUAL REVENUES 2016-17</b>	<b>ACTUAL REVENUES 2017-18</b>	<b>AMENDED REVENUES 2018-19</b>	<b>ACTUAL REVENUES AS OF 2-28-19</b>	<b>% REC'D</b>
<b>Sewer</b>							
412-4342	Industrial Waste Permits	134,216	132,698	154,282	140,000	10,367	7.41%
412-4501	Interest Earnings	8,868	13,251	19,803	17,500	(6,906)	-39.46%
412-4599	Investment Mkt Value-Gains/Losses	0	0	(13,708)	0	13,708	#DIV/0!
412-4771	NPDES Inspections	30,028	0	0	35,000	0	0.00%
412-4773	Utility Service	1,180,008	1,205,485	1,194,121	1,227,113	701,409	57.16%
412-4777	Utility City Statement Fee	1,434	1,421	1,477	1,525	872	57.19%
412-4995	Miscellaneous	560	0	0	0	0	#DIV/0!
<b>Total - Sewer Fund</b>		<b>1,355,114</b>	<b>1,352,855</b>	<b>1,355,976</b>	<b>1,421,138</b>	<b>719,450</b>	<b>50.62%</b>
<b>Refuse</b>							
413-4501	Interest Earnings	2,352	6,299	11,690	5,100	(3,918)	-76.83%
413-4599	Investment Mkt Value-Gains/Losses	0	0	(7,777)	0	7,777	#DIV/0!
413-4606	Used Oil Block Grant	35,328	19,254	22,397	20,000	0	0.00%
413-4607	Beverage Container Grant	35,924	16,323	14,355	17,000	0	0.00%
413-4773	Refuse Billings	3,710,888	3,731,714	3,850,521	3,952,826	2,311,745	58.48%
413-4777	Utility City Statement Fee	5,498	5,519	5,495	5,500	3,204	58.25%
413-4995	Miscellaneous	0	496	0	0	0	#DIV/0!
<b>Total - Refuse Fund</b>		<b>3,789,989</b>	<b>3,779,604</b>	<b>3,896,681</b>	<b>4,000,426</b>	<b>2,318,807</b>	<b>57.96%</b>
<b>Insurance</b>							
511-4501	Interest Earnings	30,982	46,204	93,330	0	(31,774)	#DIV/0!
511-4599	Investment Mkt Value-Gains/Losses	0	0	(63,065)	0	63,065	#DIV/0!
511-4901	Administrative allocation	4,520,355	3,644,534	3,640,727	2,618,509	1,822,610	69.60%
511-4905	Settlements/Insurance Recoveries	167,747	70,823	5,098	0	97,045	#DIV/0!
511-4995	Misc Revenue	0	0	0	0	2,450	#DIV/0!
<b>Total - Insurance Fund</b>		<b>4,719,084</b>	<b>3,761,561</b>	<b>3,676,089</b>	<b>2,618,509</b>	<b>1,953,397</b>	<b>74.60%</b>
<b>Fleet Management</b>							
521-4501	Interest Earnings	231	0	(98)	0	(39)	#DIV/0!
521-4599	Investment Mkt Value-Gains/Losses	0	0	(78)	0	78	#DIV/0!
521-4901	Administrative allocation	1,275,187	1,562,570	1,572,279	1,576,762	788,381	50.00%
521-4903	Misc. Reimbursements	10,481	0	860	0	0	#DIV/0!
<b>Total - Fleet Management Fund</b>		<b>1,285,898</b>	<b>1,562,570</b>	<b>1,572,964</b>	<b>1,576,762</b>	<b>788,420</b>	<b>50.00%</b>
<b>Information Systems</b>							
522-4501	Interest Earnings	2,789	4,726	9,319	7,700	(3,176)	-41.25%
522-4599	Investment Mkt Value-Gains/Losses	0	0	(6,304)	0	6,304	#DIV/0!
522-4901	Administrative allocation	648,957	736,781	739,252	741,640	370,820	50.00%
522-4903	Miscellaneous Reimbursements	0	0	594	0	0	#DIV/0!
522-4995	Miscellaneous	0	0	0	0	0	#DIV/0!
<b>Total - Information Systems Fund</b>		<b>651,746</b>	<b>741,507</b>	<b>742,861</b>	<b>749,340</b>	<b>373,948</b>	<b>49.90%</b>
<b>Capital Asset &amp; Equipment Replacement</b>							
523-4501	Interest Earnings	0	0	56,459	25,000	(16,671)	-66.68%
523-4599	Investment Mkt Value-Gains/Losses	0	0	(33,088)	0	33,088	#DIV/0!
523-4901	Administrative allocation	0	0	245,003	0	0	#DIV/0!
523-4915	CAER Allocation	0	0	577,302	103,379	0	0.00%
523-4999	Transfers-In	0	0	3,929,504	0	0	#DIV/0!
<b>Total - CAER Fund</b>		<b>0</b>	<b>0</b>	<b>4,775,179</b>	<b>128,379</b>	<b>16,418</b>	<b>12.79%</b>
<b>Building &amp; Infrastructure Maintenance</b>							
524-4501	Interest Earnings	0	0	28,256	7,500	(8,343)	-111.24%
524-4599	Investment Mkt Value-Gains/Losses	0	0	(16,560)	0	16,560	#DIV/0!
524-4920	BIM Allocation	0	0	0	0	0	#DIV/0!
524-4999	Transfers-In	0	0	2,000,000	0	0	#DIV/0!
<b>Total - BIM Fund</b>		<b>0</b>	<b>0</b>	<b>2,011,696</b>	<b>7,500</b>	<b>8,217</b>	<b>109.55%</b>

**CITY OF SOUTH GATE  
FISCAL YEAR 2018-19  
8-MONTH REVENUE SUMMARY REPORT**

<b>ACCOUNT</b>	<b>DESCRIPTION</b>	<b>ACTUAL REVENUES 2015-16</b>	<b>ACTUAL REVENUES 2016-17</b>	<b>ACTUAL REVENUES 2017-18</b>	<b>AMENDED REVENUES 2018-19</b>	<b>ACTUAL REVENUES AS OF 2-28-19</b>	<b>% REC'D</b>
<b>Successor Agency Debt Service</b>							
611-4111	AB X1 26 ROPS TABS RPTTF	5,912,016	6,413,135	6,060,414	4,901,099	0	#DIV/0!
611-4502	Bond Interest Earnings	1,572	5,986	17,944	0	0	0.00%
611-4981	Bond Premium	384,658	384,658	384,658	0	0	#DIV/0!
<b>Total - Successor Agency Debt Service Fund</b>		<b>6,298,246</b>	<b>6,803,779</b>	<b>6,463,016</b>	<b>4,901,099</b>	<b>0</b>	<b>0.00%</b>
<b>Ardine Assessment District</b>							
621-4108	Assessments	0	0	0	0	0	#DIV/0!
621-4501	Interest Earnings	0	0	0	0	0	#DIV/0!
621-4999	Transfers-In	0	0	26,087	0	0	#DIV/0!
<b>Total - Ardine Assessment District Fund</b>		<b>0</b>	<b>0</b>	<b>26,087</b>	<b>0</b>	<b>0</b>	<b>#DIV/0!</b>
<b>Total - All Other Funds</b>		<b>79,766,912</b>	<b>81,319,022</b>	<b>84,261,559</b>	<b>113,991,895</b>	<b>37,373,640</b>	<b>32.79%</b>
<b>Total - All Funds (General &amp; All Other)</b>		<b>128,679,004</b>	<b>128,580,046</b>	<b>138,171,040</b>	<b>162,494,853</b>	<b>63,829,345</b>	<b>39.28%</b>

**CITY OF SOUTH GATE  
FISCAL YEAR 2018/19  
8-MONTH EXPENDITURE SUMMARY REPORT**

<b>ACCOUNT NO. - DESCRIPTION</b>	<b>ACTUAL EXPENDITURES 2015/16</b>	<b>ACTUAL EXPENDITURES 2016/17</b>	<b>ACTUAL EXPENDITURES 2017/18</b>	<b>AMENDED BUDGET 2018/19</b>	<b>ACTUAL EXPENDITURES 2/28/2019</b>	<b>% EXPENDED</b>
<b>General Fund</b>						
<b>City Council</b>						
100-110-11	188,735	201,813	291,023	309,550	181,167	
<b>Total - City Council</b>	<b>188,735</b>	<b>201,813</b>	<b>291,023</b>	<b>309,550</b>	<b>181,167</b>	<b>58.5%</b>
<b>City Clerk</b>						
100-140-11	445,484	499,186	427,256	480,346	298,179	
<b>Total - City Clerk</b>	<b>445,484</b>	<b>499,186</b>	<b>427,256</b>	<b>480,346</b>	<b>298,179</b>	<b>62.1%</b>
<b>City Treasurer</b>						
100-160-11	15,449	18,615	40,861	41,828	20,444	
<b>Total - City Treasurer</b>	<b>15,449</b>	<b>18,615</b>	<b>40,861</b>	<b>41,828</b>	<b>20,444</b>	<b>48.9%</b>
<b>City Attorney</b>						
100-130-12	1,006,763	1,703,002	1,510,361	1,088,479	947,692	
<b>Total - City Attorney</b>	<b>1,006,763</b>	<b>1,703,002</b>	<b>1,510,361</b>	<b>1,088,479</b>	<b>947,692</b>	<b>87.1%</b>
<b>City Manager</b>						
100-120-12 - Administration	700,610	749,373	783,352	853,811	559,342	65.5%
100-150-44 - Community Promotion	313,098	289,908	301,682	259,916	132,348	50.9%
<b>Total - City Manager</b>	<b>1,013,708</b>	<b>1,039,281</b>	<b>1,085,035</b>	<b>1,113,727</b>	<b>691,690</b>	<b>62.1%</b>
<b>Administrative Services</b>						
100-301-12 - AS Admin./Accounting	1,355,022	1,448,724	1,505,056	1,860,836	1,045,741	56.2%
100-303-12 - Purchasing	147,469	195,095	208,867	234,257	152,050	64.9%
100-302-12 - Business License	255,750	252,229	268,926	286,399	177,353	61.9%
100-304-12 - Customer Service	582,081	0	0	0	0	#DIV/0!
100-201-12 - Human Resources	671,281	745,107	812,840	838,628	475,923	56.8%
100-202-12 - Summer Youth Empl Prog (SYI)	0	0	8,542	100,000	83,647	83.6%
100-900-12 - Non-Departmental	4,317,082	2,476,460	12,255,537	0	0	#DIV/0!
<b>Total - Administrative Services</b>	<b>7,328,685</b>	<b>5,117,615</b>	<b>15,059,768</b>	<b>3,320,120</b>	<b>1,934,715</b>	<b>58.3%</b>
<b>Parks &amp; Recreation</b>						
100-401-61 - Parks Administration	1,107,603	1,100,950	1,182,823	1,359,796	751,907	55.3%
100-410-61 - Contract Classes	104,544	114,692	121,753	144,119	81,021	56.2%
100-411-61 - Youth Programs	156,580	152,615	183,955	229,208	107,846	47.1%
100-412-61 - Senior Services	155,787	155,972	164,381	190,446	113,715	59.7%
100-413-61 - Special Events	164,057	151,457	172,908	186,347	119,337	64.0%
100-414-61 - Sports Center	367,367	574,234	542,080	636,297	341,615	53.7%
100-415-61 - Aquatics	401,500	487,186	554,277	570,359	324,299	56.9%
100-416-61 - Youth Sports	198,127	205,680	223,436	256,099	140,736	55.0%
100-417-61 - Adult Sports	140,029	153,469	208,439	229,590	85,116	37.1%
100-418-61 - Teen Programs	65,068	72,085	72,493	94,130	82,434	87.6%
100-460-61 - Grounds Maintenance	2,226,717	2,538,016	2,684,147	2,732,673	1,677,250	61.4%
100-461-61 - Custodial Maintenance	832,833	839,477	897,728	1,045,323	660,027	63.1%
100-470-61 - Golf Course	129,206	127,999	146,640	171,382	90,715	52.9%
100-471-61 - Leased Facilities	48,764	43,864	77,051	136,681	71,038	52.0%
<b>Total - Parks &amp; Recreation</b>	<b>6,098,182</b>	<b>6,717,696</b>	<b>7,232,112</b>	<b>7,982,450</b>	<b>4,647,057</b>	<b>58.2%</b>

**CITY OF SOUTH GATE  
FISCAL YEAR 2018/19  
8-MONTH EXPENDITURE SUMMARY REPORT**

<b>ACCOUNT NO. - DESCRIPTION</b>	<b>ACTUAL EXPENDITURES 2015/16</b>	<b>ACTUAL EXPENDITURES 2016/17</b>	<b>ACTUAL EXPENDITURES 2017/18</b>	<b>AMENDED BUDGET 2018/19</b>	<b>ACTUAL EXPENDITURES 2/28/2019</b>	<b>% EXPENDED</b>
<b>Police</b>						
100-501-21 - Police Administration	2,056,183	2,095,570	2,188,615	2,701,549	2,307,031	85.4%
100-502-21 - Patrol	13,837,720	15,046,131	16,400,919	18,655,138	11,563,823	62.0%
100-503-21 - Services	5,333,633	5,388,462	5,571,032	5,504,771	3,720,784	67.6%
100-590-21 - Pension Obligation Bonds	2,014,662	2,014,649	2,016,952	2,015,439	0	0.0%
<b>Total - Police</b>	<b>23,242,199</b>	<b>24,544,812</b>	<b>26,177,518</b>	<b>28,876,897</b>	<b>17,591,638</b>	<b>60.9%</b>
<b>Community Development</b>						
100-601-42 - CD Administration	870,911	725,396	512,397	691,684	408,523	59.1%
100-602-42 - Inspections	995,396	845,298	1,221,732	1,545,510	857,517	55.5%
100-603-41 - Planning	590,443	512,762	555,077	615,079	347,651	56.5%
100-604-29 - Code Enforcement	264,076	335,235	287,215	296,793	231,413	78.0%
100-661-49 - Enterprise Zone	0	0	0	0	0	#DIV/0!
<b>Total - Community Development</b>	<b>2,720,826</b>	<b>2,418,691</b>	<b>2,576,422</b>	<b>3,149,066</b>	<b>1,845,104</b>	<b>58.6%</b>
<b>Public Works</b>						
100-701-31 - PW Admin./Engineering	1,282,617	1,243,250	1,424,924	1,940,911	1,030,211	53.1%
100-710-12 - General Maintenance	1,603,220	1,895,496	2,198,786	2,301,957	1,260,783	54.8%
100-712-29 - Graffiti Abatement	151,738	253,473	393,142	289,590	137,605	47.5%
<b>Total - Public Works</b>	<b>3,037,575</b>	<b>3,392,219</b>	<b>4,016,852</b>	<b>4,532,458</b>	<b>2,428,599</b>	<b>53.6%</b>
<b>Non-Departmental</b>						
100-900-12 - Non-Departmental	0	0	0	5,514,727	308,512	5.6%
<b>Total - Non-Departmental</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,514,727</b>	<b>308,512</b>	<b>5.6%</b>
<b>Total - General Fund</b>	<b>45,097,606</b>	<b>45,652,930</b>	<b>58,417,207</b>	<b>56,409,648</b>	<b>30,894,796</b>	<b>54.8%</b>
<b>Traffic Safety</b>						
211-505-29	302,130	292,012	301,484	305,515	155,401	
<b>Total - Traffic Safety Fund</b>	<b>302,130</b>	<b>292,012</b>	<b>301,484</b>	<b>305,515</b>	<b>155,401</b>	<b>50.9%</b>
<b>Gas Tax</b>						
212-604-49 - CD Code Enforcement	0	0	761	20,852	12,020	57.6%
212-713-31 - PW Street Maintenance	3,442,193	3,440,092	2,583,887	3,287,371	1,524,820	46.4%
<b>Total - Gas Tax Fund</b>	<b>3,442,193</b>	<b>3,440,092</b>	<b>2,584,648</b>	<b>3,308,223</b>	<b>1,536,840</b>	<b>46.5%</b>
<b>TDA Bikeway</b>						
213-780-31	2,002	79,072	0	0	0	
<b>Total - TDA Bikeway Fund</b>	<b>2,002</b>	<b>79,072</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>#DIV/0!</b>
<b>Street Sweeping</b>						
214-730-31 - Operations	606,707	571,558	612,924	537,298	321,841	59.9%
214-304-12 - Customer Service	0	14,137	16,070	16,842	11,412	67.8%
<b>Total - Street Sweeping Fund</b>	<b>606,707</b>	<b>585,695</b>	<b>628,994</b>	<b>554,140</b>	<b>333,253</b>	<b>60.1%</b>
<b>Road Repair &amp; Accountability Act</b>						
215-713-31	0	0	166,965	1,828,361	416,076	
<b>Total - RRAA Fund</b>	<b>0</b>	<b>0</b>	<b>166,965</b>	<b>1,828,361</b>	<b>416,076</b>	<b>22.8%</b>

**CITY OF SOUTH GATE  
FISCAL YEAR 2018/19  
8-MONTH EXPENDITURE SUMMARY REPORT**

ACCOUNT NO. - DESCRIPTION	ACTUAL EXPENDITURES 2015/16	ACTUAL EXPENDITURES 2016/17	ACTUAL EXPENDITURES 2017/18	AMENDED BUDGET 2018/19	ACTUAL EXPENDITURES 2/28/2019	% EXPENDED
<b>CASp Certification &amp; Training Fund</b>						
216-701-14	0	0	0	0	0	
<b>Total - CASp Fund</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>#DIV/0!</b>
<b>Prop A Transit</b>						
221-480-33	2,039,617	2,283,757	2,151,344	2,439,264	1,236,639	
<b>Total - Prop A Transit Fund</b>	<b>2,039,617</b>	<b>2,283,757</b>	<b>2,151,344</b>	<b>2,439,264</b>	<b>1,236,639</b>	<b>50.7%</b>
<b>Prop C Transit</b>						
222-780-31	890,417	730,923	932,503	3,824,863	1,393,642	
<b>Total - Prop C Transit Fund</b>	<b>890,417</b>	<b>730,923</b>	<b>932,503</b>	<b>3,824,863</b>	<b>1,393,642</b>	<b>36.4%</b>
<b>AQMD</b>						
223-610-49	30,218	33,233	145,537	370,383	29,141	
<b>Total - AQMD Fund</b>	<b>30,218</b>	<b>33,233</b>	<b>145,537</b>	<b>370,383</b>	<b>29,141</b>	<b>7.9%</b>
<b>Measure R Transit</b>						
224-780-31	548,083	377,085	253,614	130,581	4,543	
<b>Total - Measure R Transit Fund</b>	<b>548,083</b>	<b>377,085</b>	<b>253,614</b>	<b>130,581</b>	<b>4,543</b>	<b>3.5%</b>
<b>Measure M Transit</b>						
225-780-31	0	0	323,818	2,244,737	21,517	
<b>Total - Measure M Transit Fund</b>	<b>0</b>	<b>0</b>	<b>323,818</b>	<b>2,244,737</b>	<b>21,517</b>	<b>1.0%</b>
<b>Law Enforcement Grants</b>						
231-540-21 - State Grant	412,594	259,361	244,015	347,715	141,963	40.8%
231-541-21 - Homeland Security Grant	0	0	0	0	0	#DIV/0!
231-542-21 - Edward Byrne (ARRA #1)	0	0	0	0	0	#DIV/0!
231-549-21 - Edward Byrne JAG Grant	0	0	0	0	0	#DIV/0!
231-551-21 - ABC Grant	19,660	17,196	0	0	0	#DIV/0!
231-554-21 - Edward Byrne	2,883	68,519	8,264	50,010	6,972	13.9%
231-555-21 - Military Grant	163,527	528	0	0	515	#DIV/0!
231-556-21 - OTS Grant	77,244	78,883	79,571	162,366	32,351	19.9%
231-557-21 - Business Watch Program	0	0	11,306	20,931	13,986	66.8%
231-558-21 - Law Enforcement Assisted Div	0	0	10,098	0	0	#DIV/0!
231-559-21 - Homeless Outreach Services T	0	0	3,448	0	7,510	#DIV/0!
<b>Total - Law Enforcement Grants Fund</b>	<b>675,908</b>	<b>424,488</b>	<b>356,702</b>	<b>581,022</b>	<b>203,297</b>	<b>35.0%</b>
<b>Asset Seizure</b>						
235-570-21	946,279	1,069,203	977,276	1,702,740	1,169,667	
<b>Total - Asset Seizure Fund</b>	<b>946,279</b>	<b>1,069,203</b>	<b>977,276</b>	<b>1,702,740</b>	<b>1,169,667</b>	<b>68.7%</b>
<b>Housing Authority</b>						
241-630-43	6,703,433	4,440,671	4,670,391	4,797,144	2,781,337	
<b>Total - Housing Authority Fund</b>	<b>6,703,433</b>	<b>4,440,671</b>	<b>4,670,391</b>	<b>4,797,144</b>	<b>2,781,337</b>	<b>58.0%</b>

**CITY OF SOUTH GATE  
FISCAL YEAR 2018/19  
8-MONTH EXPENDITURE SUMMARY REPORT**

ACCOUNT NO. - DESCRIPTION	ACTUAL EXPENDITURES 2015/16	ACTUAL EXPENDITURES 2016/17	ACTUAL EXPENDITURES 2017/18	AMENDED BUDGET 2018/19	ACTUAL EXPENDITURES 2/28/2019	% EXPENDED
<b>HOME Program</b>						
242-601-43 - Administration	51,361	55,994	42,586	52,283	35,273	67.5%
242-605-43 - HOME Delivery	100,000	100,000	83,560	100,000	58,968	59.0%
242-631-43 - HOME Projects	503,623	442,256	277,511	369,394	122,125	33.1%
242-635-43 - HOME CHDO	0	0	0	0	0	#DIV/0!
<b>Total - HOME Program Fund</b>	<b>654,984</b>	<b>598,250</b>	<b>403,656</b>	<b>521,677</b>	<b>216,366</b>	<b>41.5%</b>
<b>CDBG</b>						
243-601-43 - Administration	263,407	250,963	239,813	260,000	156,656	60.3%
243-604-29 - Code Enforcement	261,902	300,000	305,300	375,000	208,602	55.6%
243-634 - Projects	443,376	891,878	901,466	886,489	77,023	8.7%
243-712-29 - Graffiti Abatement	107,450	110,342	111,865	140,000	102,943	73.5%
243-713-29 - Street Maintenance	384,612	1,307,058	849,717	764,354	401,008	52.5%
<b>Total - CDBG Fund</b>	<b>1,460,746</b>	<b>2,860,241</b>	<b>2,408,161</b>	<b>2,425,843</b>	<b>946,231</b>	<b>39.0%</b>
<b>ARRA</b>						
245-714-25	18,123	0	0	0	0	
<b>Total - ARRA Fund</b>	<b>18,123</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>#DIV/0!</b>
<b>Street Lighting &amp; Landscape</b>						
251-714-25	2,156,536	2,493,038	2,638,760	2,957,325	1,499,789	
<b>Total - Street Lighting &amp; Landscape Fun</b>	<b>2,156,536</b>	<b>2,493,038</b>	<b>2,638,760</b>	<b>2,957,325</b>	<b>1,499,789</b>	<b>50.7%</b>
<b>Federal &amp; State Grants</b>						
261-632-43 - Emergency Shelter Grant	19,837	0	0	0	0	#DIV/0!
261-636-44 - CicLAvia Grant	89,688	0	0	0	0	#DIV/0!
261-638-40 - CAL-HOME Grant	0	246,420	263,989	0	0	#DIV/0!
261-639-40 - Community Environmental Hea	0	0	2,460	0	0	#DIV/0!
261-900-31 - Transfers Out	7,741,849	7,341,513	4,820,660	32,285,577	1,326,757	4.1%
<b>Total - Federal &amp; State Grants Fund</b>	<b>7,851,374</b>	<b>7,587,932</b>	<b>5,087,110</b>	<b>32,285,577</b>	<b>1,326,757</b>	<b>4.1%</b>
<b>UDAG</b>						
262-603-41	409,328	359,677	0	69,849	0	
<b>Total - UDAG Fund</b>	<b>409,328</b>	<b>359,677</b>	<b>0</b>	<b>69,849</b>	<b>0</b>	<b>0.0%</b>
<b>Public Access Corp.</b>						
263-150-12	28,351	74,049	33,740	61,926	20,918	
<b>Total - Public Access Corp. Fund</b>	<b>28,351</b>	<b>74,049</b>	<b>33,740</b>	<b>61,926</b>	<b>20,918</b>	<b>33.8%</b>
<b>Park Enhancement Fund</b>						
271-490-61	0	0	43,282	320,000	0	
<b>Total - Park Enhancement Fund</b>	<b>0</b>	<b>0</b>	<b>43,282</b>	<b>320,000</b>	<b>0</b>	<b>0.0%</b>
<b>Measure A Parks</b>						
272-495-69	0	0	0	0	0	
<b>Total - Measure A Parks Fund</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>#DIV/0!</b>

**CITY OF SOUTH GATE  
FISCAL YEAR 2018/19  
8-MONTH EXPENDITURE SUMMARY REPORT**

ACCOUNT NO. - DESCRIPTION	ACTUAL EXPENDITURES 2015/16	ACTUAL EXPENDITURES 2016/17	ACTUAL EXPENDITURES 2017/18	AMENDED BUDGET 2018/19	ACTUAL EXPENDITURES 2/28/2019	% EXPENDED
<b>Capital Improvements</b>						
311-790	12,499,940	11,737,608	9,012,592	46,853,165	5,649,157	
<b>Total - Capital Improvements Fund</b>	<b>12,499,940</b>	<b>11,737,608</b>	<b>9,012,592</b>	<b>46,853,165</b>	<b>5,649,157</b>	<b>12.1%</b>
<b>Successor Agency</b>						
321-660-43	466,936	385,063	531,129	285,100	185,414	
<b>Total - Successor Agency Fund</b>	<b>466,936</b>	<b>385,063</b>	<b>531,129</b>	<b>285,100</b>	<b>185,414</b>	<b>65.0%</b>
<b>Low/Mod Housing</b>						
322-630-43	65,195	22,351	29,035	25,000	47,745	
<b>Total - Low/Mod Housing Fund</b>	<b>65,195</b>	<b>22,351</b>	<b>29,035</b>	<b>25,000</b>	<b>47,745</b>	<b>191.0%</b>
<b>Water</b>						
411-731-71 - Operations	13,572,038	12,391,591	13,773,169	20,502,244	5,811,214	28.3%
411-304-12 - Customer Service	25	485,943	527,623	532,771	350,351	65.8%
<b>Total - Water Fund</b>	<b>13,572,063</b>	<b>12,877,534</b>	<b>14,300,792</b>	<b>21,035,015</b>	<b>6,161,565</b>	<b>29.3%</b>
<b>Sewer</b>						
412-732-52 - Operations	1,884,506	1,983,128	1,923,040	2,247,175	571,598	25.4%
412-304-12 - Customer Service	0	20,259	26,395	28,296	19,194	67.8%
<b>Total - Sewer Fund</b>	<b>1,884,506</b>	<b>2,003,387</b>	<b>1,949,435</b>	<b>2,275,471</b>	<b>590,793</b>	<b>26.0%</b>
<b>Refuse</b>						
413-733-51 - Operations	3,495,069	3,646,793	3,729,334	3,696,278	2,211,470	59.8%
413-304-12 - Customer Service	0	74,596	84,498	88,450	59,280	67.0%
<b>Total - Refuse Fund</b>	<b>3,495,069</b>	<b>3,721,389</b>	<b>3,813,832</b>	<b>3,784,728</b>	<b>2,270,749</b>	<b>60.0%</b>
<b>Insurance</b>						
511-220-12	3,155,985	4,764,392	8,667,985	4,125,080	2,867,886	
<b>Total - Insurance Fund</b>	<b>3,155,985</b>	<b>4,764,392</b>	<b>8,667,985</b>	<b>4,125,080</b>	<b>2,867,886</b>	<b>69.5%</b>
<b>Fleet Management</b>						
521-750-12	1,367,866	1,552,928	1,754,531	1,925,357	1,059,010	
<b>Total - Fleet Management Fund</b>	<b>1,367,866</b>	<b>1,552,928</b>	<b>1,754,531</b>	<b>1,925,357</b>	<b>1,059,010</b>	<b>55.0%</b>
<b>Information Systems</b>						
522-305-12	586,236	678,947	869,204	1,752,412	466,180	
<b>Total - Information Systems Fund</b>	<b>586,236</b>	<b>678,947</b>	<b>869,204</b>	<b>1,752,412</b>	<b>466,180</b>	<b>26.6%</b>

**CITY OF SOUTH GATE  
FISCAL YEAR 2018/19  
8-MONTH EXPENDITURE SUMMARY REPORT**

<b>ACCOUNT NO. - DESCRIPTION</b>	<b>ACTUAL EXPENDITURES 2015/16</b>	<b>ACTUAL EXPENDITURES 2016/17</b>	<b>ACTUAL EXPENDITURES 2017/18</b>	<b>AMENDED BUDGET 2018/19</b>	<b>ACTUAL EXPENDITURES 2/28/2019</b>	<b>% EXPENDED</b>
<b>Capital Asset &amp; Equipment Replacement</b>						
523-140-11 - City Clerk	0	0	1,675	0	0	#DIV/0!
523-303-12 - AS - Purchasing	0	0	0	40,000	0	0.0%
523-306-12 - Capital Asset Replacement	0	0	790	0	0	#DIV/0!
523-413-61 - P&R - Special Events	0	0	0	10,000	0	0.0%
523-414-61 - P&R - Sports Center	0	0	0	12,000	0	0.0%
523-415-61 - P&R - Aquatics	0	0	0	35,000	0	0.0%
523-460-61 - P&R - Grounds Maintenance	0	0	0	194,000	179,177	92.4%
523-461-61 - P&R - Custodial	0	0	2,608	81,000	37,000	45.7%
523-501-21 - PD - Admin	0	0	0	60,837	0	0.0%
523-601-42 - CD - Admin	0	0	0	1,550	1,493	96.3%
523-602-42 - CD - Inspections	0	0	0	0	0	#DIV/0!
523-604-29 - CD - Code Enforcement	0	0	0	0	0	#DIV/0!
523-710-12 - PW - General Maintenance	0	0	5,187	281,545	0	0.0%
523-712-29 - PW - Graffiti Abatement	0	0	0	0	0	#DIV/0!
<b>Total - CAER Fund</b>	<b>0</b>	<b>0</b>	<b>10,261</b>	<b>715,932</b>	<b>217,670</b>	<b>30.4%</b>
<b>Building &amp; Infrastructure Maintenance</b>						
524-401-61 - P&R Admin	0	0	26,217	0	18,398	#DIV/0!
524-415-61 - P&R Aquatics	0	0	0	15,000	15,720	104.8%
524-461-61 - P&R Custodial	0	0	0	30,000	0	0.0%
524-710-12 - PW - General Maintenance	0	0	40,059	340,800	34,081	10.0%
524-790-13 - Capital Improvements	0	0	396	0	0	#DIV/0!
<b>Total - BIM Fund</b>	<b>0</b>	<b>0</b>	<b>66,671</b>	<b>385,800</b>	<b>68,199</b>	<b>17.7%</b>
<b>Successor Agency Debt Service</b>						
611-660-43	2,099,554	1,429,153	1,511,048	4,944,531	(409,803)	
<b>Total - SA Debt Service Fund</b>	<b>2,099,554</b>	<b>1,429,153</b>	<b>1,511,048</b>	<b>4,944,531</b>	<b>(409,803)</b>	<b>-8.3%</b>
<b>Ardine Assessment</b>						
621-714-25	0	0	0	0	0	
<b>Total - Ardine Assessment Fund</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>#DIV/0!</b>
<b>Total - Other Funds</b>	<b>67,959,779</b>	<b>66,902,168</b>	<b>66,624,499</b>	<b>148,836,761</b>	<b>32,465,979</b>	<b>21.8%</b>
<b>Total - All Funds (General &amp; Other)</b>	<b>113,057,384</b>	<b>112,555,098</b>	<b>125,041,705</b>	<b>205,246,409</b>	<b>63,360,775</b>	<b>30.9%</b>



WARRANT REGISTER COUNCIL MEETING 04/23/2019

RECEIVED

Item No. 18

apChkLst

Final Check List

Page: 1

04/16/2019 7:14:49PM

City of South Gate

APR 17 2019

Bank : botw BANK OF THE WEST

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
82285	4/2/2019	0009764	GOVERNMENT FINANCE OFF 193232001	4/2/2019	CERTIFICATE OF ACHIEVEME	580.00	580.00
82301	4/4/2019	00004717	PETTY CASH-GENERAL FUNI03/06/19-04/04/1	4/4/2019	PETTY CASH RECEIPTS - 03/1	1,197.24	1,197.24
82302	4/10/2019	00002817	OSCAR'S PRINTING INC.	4/5/2019	EARTH DAY 2019 FLYERS	1,482.86	1,482.86
82303	4/11/2019	00004906	SWRCB FEES	12/12/2018	ANNUAL PRMT FEE- 10/1/18-C	28,461.00	28,461.00
82304	4/11/2019	0011965	CALIMUCHO SCREEN PRINTII1222	2/20/2019	SCREEN PRINTING FOR CITY	1,348.35	1,348.35
82305	4/11/2019	0009213	MARTINEZ, GILBERT	3/20/2019	DJ SRVS- CITY HALL OPEN H	500.00	500.00
82306	4/11/2019	0011965	CALIMUCHO SCREEN PRINTII1222-RI	2/20/2019	RI CK # 82304 - SCREEN PRIN	1,348.32	1,348.32
82307	4/11/2019	0011965	CALIMUCHO SCREEN PRINTII1222-RI2	2/20/2019	RI2 CK # 82306 - SCREEN PRI	1,348.35	1,348.35
82308	4/15/2019	00004865	SO CALIF EDISON	4/6/2019	BILLING PRD- FEB /MARCH 2	42,891.17	42,891.17
82309	4/23/2019	00000688	AARDVARK	4/9/2019	PRO TECH DEFENDER 20X34	1,628.89	1,628.89
82310	4/23/2019	00003502	ABC BATTERY INC.	3/11/2019	4- SPECIAL BATTERIES FOR :	977.86	
				3/11/2019	4- SPECIAL BATTERIES FOR :	977.86	
				3/13/2019	4- SPECIAL BATTERIES FOR :	977.86	
				3/13/2019	4- SPECIAL BATTERIES FOR :	977.86	
				3/13/2019	4- SPECIAL BATTERIES FOR :	977.86	
82311	4/23/2019	00003766	ABEL GLASS & SCREEN	3/11/2019	GLASS REPLACEMENT	203.79	4,889.30
				3/12/2019	INSALLATION OF WINDOW V	495.44	699.23
82312	4/23/2019	00004280	ADAMSON POLICE PRODUCTINV298304	3/28/2019	DEF TEC DISTRACTION DEVI	1,447.73	1,447.73
82313	4/23/2019	0010065	AFC HYDRAVLICS SEALS	4/3/2019	HOSE ASSEMBLY AND HOSE	103.48	103.48
82314	4/23/2019	0011788	AID BUILDERS, INC.	4/8/2019	11/14/18-04/08/19- CONSTR O	242,562.35	242,562.35

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
82315	4/23/2019	00004372 AIRGAS USA, LLC Voucher:	9086068886	2/28/2019	DISTRIBUTATION OF SPECIA	129.70	
			9086615906	3/14/2019	CARBON DIOXIDE FOOD FOF	118.92	
			9086766054	3/20/2019	CARBON DIOXIDE FOOD FOF	118.95	
82316	4/23/2019	0011059 ALESHIRE & WYNDER, LLP, S50472 Voucher:	9086366324	3/6/2019	CARBON DIOXIDE FOR POOL	85.88	453.45
			50809	3/14/2019	THRU 02/28/19 - PERSONNEL	180.00	
82317	4/23/2019	00000185 ALL CITY MANAGEMENT SER'60512 Voucher:		4/5/2019	THRU 03/31/19 - PERSONNEL	517.50	697.50
				3/27/2019	SCHOOL CROSSING GUARD	16,699.65	16,699.65
82318	4/23/2019	00003399 ALVARADOSMITH Voucher:	332940	3/31/2019	COSG RE STATE FARM, JERF	300.00	
			332941	3/31/2019	SRVS THRU 03/31/2019 - RE:	5,668.20	
			332942	3/31/2019	COSG ADV MARIO CESAR PL	475.00	
			332955	3/31/2019	COSG ADV CARMEN GONZAI	515.45	
			332944	3/31/2019	COSG ADV ANA DELEON, ET,	175.00	
			332945	3/31/2019	COSG ADV EDWARD HANO -	17,137.60	
			332954	3/31/2019	COSG ADV BETSAIDA SANTA	3,188.00	
			332949	3/31/2019	COSG ADV FRANCISCO DON	575.00	
			332947	3/31/2019	COSG ADV MARIA D. OSORIC	2,664.95	
			332948	3/31/2019	COSG ADV SAUL PADILLA - T	3,075.00	
			332950	3/31/2019	SRVS THRU 02/28/2019 - RE:	715.00	
			332930	3/31/2019	TUESDAYS, AGENDAS & CITY	9,300.00	
			332951	3/31/2019	SRVS THRU 03/31/2019 - RE:	7,191.40	
			332952	3/31/2019	COSG RE: MISC. PUBLIC WO	10,505.00	
			332958	3/31/2019	SRVS THRU 03/31/2019 - RE:	477.50	
			332957	3/31/2019	SRVS THRU 03/31/2019 - RE:	37.50	
			332933	3/31/2019	SRVS THRU 03/31/2019 - RE:	250.00	
			332934	3/31/2019	SRVS THRU 03/31/2019 - RE:	5,967.50	
			332956	3/31/2019	SRVS THRU 03/31/2019 - RE:	1,022.65	
			332937	3/31/2019	SRVS THRU 03/31/2019 - RE:	75.00	
			332938	3/31/2019	COSG ADV. GEORGINA BECE	6,358.75	
			332936	3/31/2019	COSG ADV. CITY OF GARDEN	1,027.50	
			332939	3/31/2019	COSG JERRY TORREZ - THR	18,660.21	
			332928	3/31/2019	GENERAL - THRU 03/31/2019,	6,011.03	
			332929	3/31/2019	ATTEND SPECIAL/REGULAR	2,452.50	103,825.74
82319	4/23/2019	00004309 AMERIFLEX Voucher:	INV220479	4/8/2019	MARCH 2019 - FSAADMIN FE	178.50	178.50

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
82320	4/23/2019	0011963 APP WINDDOWN, LLC	17-51608	4/4/2019	APP WINDDOWN, LLC, ET AL	5,500.00	5,500.00
		Voucher:					
82321	4/23/2019	0007290 APW KNOX-SEEMAN	13991883	3/19/2019	WIRE TERMINALS	34.79	
		Voucher:	13999529	3/21/2019	PLASTIC HOSE CONNECTOR	82.99	
			14019369	3/27/2019	6- CONTROL ARMS FOR RES	423.24	
			14058801	4/8/2019	4GALLONS. ANTIFREEZE	47.30	
			14058923	4/8/2019	2GALLONS. ANTIFREEZE	23.65	
			13988044	3/18/2019	WIRE TERMINALS	53.93	
			13991343	3/19/2019	BLOWER MOTOR, WATER PL	101.29	
			13991424	3/19/2019	6- ANTIFREEZE	52.56	
			14020354	3/28/2019	BEARINGS FOR RESTOCK	37.71	
			14039478	4/2/2019	2-CONTROL ARMS FOR REST	187.21	
			14038618	4/2/2019	4- CONTROL ARMS FOR RES	319.81	
			14038673	4/2/2019	CONTROL ARM FOR UNIT 16	62.40	
			13975295	3/18/2019	BRAKE ROTORS FOR UNIT 1i	285.23	
			13975226	3/14/2019	AIR FILTERS AND WIRE TERM	85.33	
82322	4/23/2019	00005075 AT&T	000012813295	3/27/2019	BILLING PRD- 02/27/19-03/26/	322.29	1,797.44
		Voucher:	12761256	3/13/2019	BAN: 9391034764- BP-02/13/2/	2,633.68	
			12693988	3/1/2019	BAN: 9391034759- BP-03/01/2/	39.80	
			12761262	3/13/2019	BAN: 9391034758- BP-02/13/2/	20.72	
			12761258	3/13/2019	BAN: 9391034765 - BP - 02/13/	1,534.65	
			12761259	3/13/2019	BAN: 9391034762- BP-02/13/1/	2,853.45	
			12761261	3/13/2019	BAN: 9391034766-	105.37	
			9391034761	3/13/2019	BAN: 9391034761- BP-2/13/20	81.25	
			12761257	3/13/2019	BAN: 9391034763-	2,173.77	
			12761260	3/13/2019	BAN: 9391034763- BP-02/13/2/	35.92	9,800.90
82323	4/23/2019	00004126 A-THRONE CO INC.	0000571683	4/9/2019	HOLLYDALE REG PK PORT R	538.28	538.28
		Voucher:					
82324	4/23/2019	00000201 ATLANTIC LOCK & KEY	16726	3/18/2019	REPLACE LOCK CYLINDER O	28.25	
		Voucher:	16717	4/9/2019	KEYS MADE DUPLICATE	112.20	140.45

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
82325	4/23/2019	0010585 AUTOZONE STORES, INC. Voucher:	5488576760	3/18/2019	24 GALLONS. WINDSHIELD W	50.01	
			5488578762	3/20/2019	AIR FILTER FOR UNIT 902	11.01	
			5488579168	3/20/2019	AIR FILTERS FOR UNIT 124	16.74	
			5488586799	3/27/2019	16- SPARK PLUGS FOR UNIT	130.36	
			5488588057	3/28/2019	WINDOW CRANK FOR UNIT 4	11.01	
			5488588096	3/28/2019	8- BRAKE ROTORS FOR RES	555.57	
			5488576979	3/18/2019	RADIATOR HOSE FOR UNIT 2	5.28	
			5488577820	3/19/2019	ELECTRICAL PIG TAIL FOR UI	24.24	
			5488578808	3/20/2019	BATTERY FOR UNIT 903	138.80	
			5488579053	3/20/2019	BRAKE PADS FOR UNIT 124	72.91	
			5488587756	3/28/2019	ALTERNATOR FOR RESTOCK	173.08	
			5488587916	3/28/2019	8- SPARK PLUGS FOR UNIT 4	42.25	
			5488571879	3/14/2019	3- ALTERNATORS FOR UNIT ;	512.62	1,743.88
82326	4/23/2019	0011336 AVANT-GARDE INC. Voucher:	5323	2/1/2019	JAN 2019 - PROF LABOR COI	646.25	
			5376	3/1/2019	FEB 2019 - PROF LABOR COI	227.50	
			5375	3/1/2019	2ND YEAR OF CONTRACT - C	4,005.00	4,878.75
			001102866	3/28/2019	FEB 2019 - SECTION 8 FINAN	1,204.50	1,204.50
82327	4/23/2019	0011669 BDO USA LLP Voucher:	75724	2/5/2019	JAN 2019 - DESIGN OF THE S	548.00	548.00
82328	4/23/2019	0009876 BIGGS CARDOSA Voucher:	1433113	3/12/2019	300168 CMB/CLASS II BASE	13.89	
			1435097	3/19/2019	300127 DUMP BOBTAIL	300.00	
			1435224	3/20/2019	300127 DUMP BOBTAIL	150.00	463.89
82330	4/23/2019	0011469 CALIFORNIA DENTAL NETWO Voucher:	JAN 2019	12/28/2019	JAN 2019- ADJ FOR MISC & S	564.74	564.74
82331	4/23/2019	00000780 CALTEX PLASTICS Voucher:	245606	4/8/2019	INVENTORY PO/ TRASH BAG	4,323.06	4,323.06
82332	4/23/2019	0011153 CANYON TIRE SALES, INC. Voucher:	20048593	3/26/2019	4- TIRES FOR STREET SWEE	538.71	538.71
82333	4/23/2019	00004433 CARPENTER, ROTHANS & DU Voucher:	DU32521	3/18/2019	RE: MENDOZA, ARTURO VEN	323.75	
			32520	3/18/2019	RE: CANIZALES, DANIEL V CC	674.59	
			32519	3/18/2019	RE: J.H. A MINOR V COSG, PF	222.00	1,220.34
82334	4/23/2019	0006239 CENTRAL FORD Voucher:	331746	2/14/2019	WINDSHIELD WASHER SPRA	13.94	
			333665	3/21/2019	PARTS FOR SHIFTER FOR UI	130.03	
			328236		CREDIT FOR RETURN PART	-92.19	51.78

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
82335	4/23/2019	0011708 Voucher:	CLIENTFIRST TECHNOLOGY 9939	2/28/2019	FEB 2019 - IT MASTER PLAN	2,850.00	2,850.00
82336	4/23/2019	0008971 Voucher:	CMR: DELGADO, JOSE G.	4/4/2019	04/04/19 - PLANNING COMMIS	125.00	125.00
82337	4/23/2019	0010933 Voucher:	CMR: HURTADO, GIL	4/4/2019	04/04/19 - PLANNING COMMIS	125.00	125.00
82338	4/23/2019	00001242 Voucher:	CMR: MASUSHIGE, SYLVIA	4/4/2019	04/04/19 - PLANNING COMMIS	125.00	125.00
82339	4/23/2019	0010131 Voucher:	CMR: PEREZ, JENNY	4/4/2019	04/04/19 - PLANNING COMMIS	125.00	125.00
82340	4/23/2019	00000461 Voucher:	COMMERCIAL TRANSPORTAT3407	3/22/2019	DMV BEHIND THE WHEEL TR	195.00	195.00
82341	4/23/2019	0011922 Voucher:	CONCENTRA MEDICAL CENTI63909967	4/1/2019	DOT PHYSICAL RECERTIFIC	71.50	71.50
82342	4/23/2019	00001423 Voucher:	DAILY JOURNAL CORPORATI(B3237724 B3237038 B3237045 B3237727 B3235804	4/4/2019 4/4/2019 4/4/2019 4/4/2019 3/28/2019	ORDINANCE 2360, ORD ORDI CONDITIONAL USE PERMIT 8 CONDITIONAL USE PERMIT 8 ORDINANCE 2361, ORD ORDI WALNUT AVE RESTROOM, B	84.00 210.00 214.20 113.40 504.00	1,125.60
82343	4/23/2019	00000314 Voucher:	DAPEER ROSENBLIT & LITVAI15626 15627	2/28/2019 2/28/2019	THRU 02/28/19- (ANINAL CON THRU 02/28/19- (BUSINESS LI	1,820.80 1,847.50	3,948.20
82344	4/23/2019	0008913 Voucher:	DAVID TURCH AND ASSOCIAT01/01/19-03/31/1	2/28/2019	THRU 02/28/19 - PETRONE, F CONT # 2955. LEGISLATIVE C	279.90 2,500.00	2,500.00
82345	4/23/2019	00004105 Voucher:	DELL CATALOG SALES LP	4/2/2019	JAIL: LIVE SCAN TONER	580.20	580.20
82346	4/23/2019	00002588 Voucher:	DELL MARKETING LP	9/4/2018 3/29/2019	DELL LAPTOP FOR CD DELL LATITUDE 3490 LAPTOP	1,034.27 4,793.72	7,796.25
82347	4/23/2019	0010124 Voucher:	ELECNOR BELCO ELECTRIC, NO.3	10/22/2018 10/21/2018	10/22/18 TO 11/24/20 - CONFII DELL OPTIPLEX XE2 MINITO	676.80 1,291.46	165,883.90
82348	4/23/2019	00004746 Voucher:	ELECSYS CORPORATION	3/3/2019 3/28/2019	PROFESSIONAL SERVICES F MAR 2019- UMS SOFTWARE :	165,883.90 350.00	350.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
82349	4/23/2019	0011959 Voucher:	EMP: BENNETT, DAVID	03/10/19-03/15/1	4/4/2019	MILAGE & HOTEL: EDUCODE	490.52
82350	4/23/2019	0011960 Voucher:	EMP: CARDENAS, ENITH	03/10/19-03/15/1	4/4/2019	MILAGE & HOTEL: EDUCODE	490.52
82351	4/23/2019	00001917 Voucher:	ENTENMANN - ROVIN CO.	0142932-IN	4/1/2019	(2) TWO CITY KEYS- CK-202 (	164.76
82352	4/23/2019	00000619 Voucher:	FALCON FUELS, INC.	5359	3/7/2019	REGULAR UNLEADED FUEL	25,615.96
				5464	3/11/2019	REGULAR UNLEADED FUEL	8,648.45
				5829	3/21/2019	REGULAR UNLEADED FUEL	3,618.33
				5896	3/21/2019	ULTRA LOW SULFUR DIESEL	3,178.94
82353	4/23/2019	00002026 Voucher:	FEDERAL EXPRESS CORP	06-498-09652	3/22/2019	FEDEX PRIORITY OVERNIGH	41,061.68
							60.96
82354	4/23/2019	0006262 Voucher:	FIRESTONE HAND WASH	04/03/2019	4/3/2019	BUS. LIC. INSPECTOR VEHIC	19.50
82355	4/23/2019	0010237 Voucher:	FRONTIER COMMUNICATION	562-869-7582	04 4/4/2019	BILLING - 04/04/19-05/03/19	60.47
				562-806-9232-0-	4/4/2019	BILLING- 04/04/19-05/03/19	60.47
				562-928-0039-0-	3/25/2019	BILLING - 03/25/19-04/24/19	53.68
82356	4/23/2019	00004934 Voucher:	GAS COMPANY	083 407 6536 4-	3/21/2019	BILLING PRD- 02/22/19 -03/21,	14.30
82357	4/23/2019	00002304 Voucher:	GENERAL PUMP COMPANY	1	2/1/2019	CONSTRUCTION SERVICES F	17,356.50
82358	4/23/2019	00004869 Voucher:	GOLDEN STATE WATER COM	29007447310-04	4/4/2019	BILLING PRD- 03/05/2019 - 04,	56.46
82359	4/23/2019	0008109 Voucher:	GOODIE'S UNIFORM	2019-10809	4/3/2019	NAME PLATE AND NAME TAP	30.50
				2019-10647	4/3/2019	UNIFORM AND ACCESSORIE:	117.99
				2019-11003	4/3/2019	UNIFORM AND ACCESSORIE:	402.19
82360	4/23/2019	0006639 Voucher:	GRAYBAR ELECTRIC CO.	9308872523	2/28/2019	GENERAL ELECTRIC LIGHTIN	336.04
				9309057666	3/12/2019	ELECTRICAL EQUIPMENT	1,083.40
				9309077885	3/13/2019	STREET LIGHT CIRCUIT REP,	1,935.75
				531409	3/30/2019	MAR 2019- JAIL CLEANING OI	1,545.60
82361	4/23/2019	00002524 Voucher:	GREEN'S CLEANERS	013	3/14/2019	PROFESSIONAL SERVICES F	497,975.24
82362	4/23/2019	0009528 Voucher:	GRIFFITH COMPANY	013	3/14/2019	PROFESSIONAL SERVICES F	497,975.24

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
82363	4/23/2019	00002568	HAAKER EQUIPMENT COMPAC49523	2/12/2019	SEAT BELT AND WATER SYS1	298.44	
		Voucher:	C49522	2/11/2019	SEAT BELT AND FASTENERS	177.12	
82364	4/23/2019	0011526	HASA, INC.	4/8/2019	HYDRAULIC CYLINDER FOR I	232.17	707.73
		Voucher:	632606	3/21/2019	MULTI CHLOR	599.24	
82365	4/23/2019	00000268	HOME DEPOT CREDIT SERVI0351490	3/21/2019	MULTI CHLOR	427.32	1,026.56
		Voucher:	0340150	4/3/2019	POWERLEVER BYPASS LOPF	67.06	
			0363373	4/3/2019	GROUPS MAINTENANCE SI	45.03	
			9351436	4/3/2019	GROUPS MAINTENANCE SI	59.35	
			2340146	3/25/2019	SCRUBBER TO CLEAN FLOO	17.58	
			1351482	4/1/2019	LUMBER/MASON TWINE	720.27	
			8363340	4/15/2019	GROUPS MAINTENANCE SI	10.96	
			7363347	3/26/2019	GROUPS MAINTENANCE SI	65.89	
			6351451	3/27/2019	SUPPLIES TO TAPE OFF RES	87.51	
			4363386	3/28/2019	HOLLYDALE RESTROOM FLC	661.10	
			6363353	4/9/2019	GROUPS MAINTENANCE EC	179.74	
			4211915	3/28/2019	GROUPS MAINTENANCE SI	26.20	
			0363366		CREDIT FOR RETURN PART	-130.91	
			2351476	4/3/2019	GROUPS MAINTENANCE SI	45.01	
			4230659	4/1/2019	GROUPS MAINTENANCE SI	81.21	
			0351486	2/28/2019	HAND TOOLS FOR CREW	1,063.96	
82366	4/23/2019	00002832	HUNTINGTON PARK RUBBER RGC017208	4/3/2019	INVENTORY PO/ SPRAY BOT	383.33	3,383.29
		Voucher:	RGC017455	3/26/2019	PRINTING AND STAMPS	47.50	
82367	4/23/2019	0011870	HYM ENGINEERING, INC.	4/3/2019	NAME PLATE - VALERIE MOR	24.07	71.57
		Voucher:	2	3/4/2019	CONSTRUCTION SERVICES I	120,609.83	120,609.83
82368	4/23/2019	0011823	IVY-IT, INC.	3/3/2019	TILE IVY 20"L X 6'HT FOR FIR	1,550.70	1,550.70
		Voucher:	2				
82369	4/23/2019	0008186	JACOBSEN WEST	6/22/2018	EQUIPMENT PARTS	133.64	
		Voucher:	91456468	5/19/2018	EQUIPMENT PARTS	115.81	
			91480951	7/13/2018	EQUIPMENT PARTS	159.89	
			91485724	7/18/2019	EQUIPMENT PARTS	132.21	
			91600181	9/28/2018	EQUIPMENT PARTS	518.88	
			91463731	6/27/2018	EQUIPMENT PARTS	103.80	1,164.23
82370	4/23/2019	0005586	JOE A. GONSALVES & SONS 15731	3/20/2019	APR 2019 - LEGISLATIVE ADV	2,500.00	2,500.00
		Voucher:					

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
82371	4/23/2019	0011585 Voucher:	JOHNSON CONTROLS FIRE 20809402	3/1/2019	JOHNSON CONTROLS - FY 21	634.50	
			20809716	3/1/2019	JOHNSON CONTROLS - FY 21	1,510.50	
			20809511	3/1/2019	JOHNSON CONTROLS - FY 21	919.75	3,064.75
82372	4/23/2019	00003387 Voucher:	KNORR SYSTEMS INC SI208765	1/11/2019	CHEMICAL CHECK EQUIPMEI	121.87	121.87
82373	4/23/2019	00005175 Voucher:	LA COUNTY METROPOLITAN 103505	3/31/2019	TAP BUS PASSES - FEB 2018	6,107.00	6,107.00
82374	4/23/2019	0011297 Voucher:	LEFTA SYSTEMS 2089	3/18/2019	RENEWAL: LEFTA FTO SOFT	2,100.00	2,100.00
82375	4/23/2019	0010423 Voucher:	LEWIS BRISBOIS BISGAARD 2321586	3/29/2019	IN RE: BOOT CAMP - THRU 0;	2,193.13	2,193.13
82376	4/23/2019	0006106 Voucher:	MAR-CO EQUIPMENT COMPA 160597	3/26/2019	SPRING, WRIST PIN, GUTTEF	347.27	
			160565	3/25/2019	HYDRAULIC CYLINDER AND /	937.93	1,285.20
82377	4/23/2019	00001466 Voucher:	MISC - COMMUNITY DEVELOF81653	11/13/2018	REFUND: CUP APPLICATION	5,959.00	5,959.00
82378	4/23/2019	00000170 Voucher:	MISC - PKS & REC REFUND 170284 CAMACI	2/27/2019	170284 - REFUND: BALLET YC	86.00	86.00
82379	4/23/2019	00000170 Voucher:	MISC - PKS & REC REFUND SEABORG, D - F	4/8/2019	REIMB: DAVID M. SEABORG -	46.29	46.29
82380	4/23/2019	00000170 Voucher:	MISC - PKS & REC REFUND 176035 BARRET	4/2/2019	176035-REFUND TUMBLING C	43.00	
			161619 DEBORJ	3/25/2019	161619-REFUND YOUTH SPO	45.00	
			169719 CAVADJ	4/1/2019	169719-REFUND: YOUTH PEF	45.00	133.00
82381	4/23/2019	00003458 Voucher:	MISC - PUBLIC WORKS 3476	3/6/2019	REFUND: PARCEL MAP DEPC	1,000.00	1,000.00
82382	4/23/2019	00000562 Voucher:	MISC- RECEIVABLE REFUNDSCARWILE, MAR	4/2/2019	REFUND: MARILYN CARWILE	280.90	280.90
82383	4/23/2019	0011448 Voucher:	MNS ENGINEERS, INC. 71580	12/10/2018	OCT 2018 - PROF SVCS FOR	1,150.00	
			72062	2/5/2019	DEC 2018 - PROF SVCS FOR	3,240.00	
			72189	3/6/2019	JAN 2019 - PROF SVCS FOR (	1,502.88	5,892.88
82384	4/23/2019	0007720 Voucher:	MRI SOFTWARE, LLC. US-INV787042	3/25/2019	IVR PHONE CHARGES - 02/2C	6.99	6.99



Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
82385	4/23/2019	0008506 MUNITEMPS Voucher:	129183	3/17/2019	03/04/19-03/14/19 - PW PROJE	8,000.00	
			129211	4/5/2019	HR ANALYST- TAYLOR, TIMO	3,153.50	
			129127	2/22/2019	CIP PROJECT MGR - AWAD, I	4,600.00	
			129094	2/8/2019	CIP PROJECT MGR - AWAD, I	2,300.00	
			129154	3/3/2019	CIP PROJECT MGR - AWAD, I	4,600.00	
			129184	3/22/2019	CIP PROJECT MGR - AWAD, I	4,600.00	
			129210	4/5/2019	CIP PROJECT MGR - AWAD, I	4,600.00	31,853.50
82386	4/23/2019	00004620 MUTUAL LIQUID GAS & EQUIF387178 Voucher:	383415	3/26/2019	PROPANE GAS AND COMPLI/	1,076.05	
			384719	3/6/2019	PROPANE GAS AND COMPLI/	613.62	
			385905	3/13/2019	PROPANE GAS AND COMPLI/	561.06	
				3/19/2019	PROPANE GAS AND COMPLI/	1,407.84	3,658.57
82387	4/23/2019	00000902 NAN MCKAY & ASSOCIATES IINV238312 Voucher:		3/20/2019	HOUSING REGULATIONS ON	224.00	224.00
82388	4/23/2019	00003843 NORTH STAR ELECTRONICS 2541 Voucher:		4/1/2019	REPLACE LED MODULE ON L	1,429.12	1,429.12
82389	4/23/2019	0010281 NV5, INC. Voucher:	116277	2/20/2019	JAN 2019 - CONST MGMT ANI	4,752.00	
			119000	3/15/2019	FEB 2019 - CONST MGMT ANI	7,656.00	12,408.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
82391	4/23/2019	00001414 OFFICE DEPOT	294197095001	3/27/2019	OFFICE SUPPLIES	669.27	
		Voucher:	290068555001	3/19/2019	OFFICE SUPPLIES	659.90	
			294517146001	3/29/2019	OFFICE SUPPLIES	61.48	
			294517336001	3/28/2019	OFFICE SUPPLIES	325.67	
			281007089001	2/28/2019	OFFICE SUPPLIES	79.37	
			294369966001	3/27/2019	OFFICE SUPPLIES	145.20	
			290609908001	3/19/2019	OFFICE SUPPLIES	175.14	
			289343857001	3/19/2019	OFFICE SUPPLIES	67.43	
			284820341001	3/7/2019	OFFICE SUPPLIES	717.29	
			288157775001	3/14/2019	OFFICE SUPPLIES	218.04	
			291090354001	3/21/2019	OFFICE SUPPLIES	41.71	
			288154624001	3/14/2019	OFFICE SUPPLIES	159.26	
			29451403001	3/28/2019	OFFICE SUPPLIES	1,035.27	
			289333820001	3/19/2019	OFFICE SUPPLIES	107.78	
			294914873001	3/29/2019	OFFICE SUPPLIES	5.93	
			294913576001	3/29/2019	OFFICE SUPPLIES	235.46	
			291039518001	3/21/2019	OFFICE SUPPLIES	213.50	
			294914874001	3/29/2019	OFFICE SUPPLIES	5.83	
			294201494001	3/27/2019	OFFICE SUPPLIES	176.38	
			291043589001	3/22/2019	OFFICE SUPPLIES	228.21	
			294900545001	3/29/2019	OFFICE SUPPLIES	88.92	
			284563024001	3/7/2019	OFFICE SUPPLIES	227.04	
			281632911001	2/28/2019	OFFICE SUPPLIES	83.77	
			281632562001	2/28/2019	OFFICE SUPPLIES	567.06	
			290069406001	3/20/2019	OFFICE SUPPLIES	198.43	
			284112691001	3/14/2019	OFFICE SUPPLIES	65.78	
			284816122001	3/7/2019	OFFICE SUPPLIES	52.37	
			283888669001	3/6/2019	OFFICE SUPPLIES	49.60	
			291042171001	3/21/2019	OFFICE SUPPLIES	990.92	
			288500362001	3/19/2019	OFFICE SUPPLIES	291.05	
			281674597001	3/6/2019	OFFICE SUPPLIES	74.41	
			280511690001	2/28/2019	OFFICE SUPPLIES	74.41	
			291039929001	3/21/2019	OFFICE SUPPLIES	158.66	
			287789237001	3/14/2019	OFFICE SUPPLIES	265.11	
			287791686001	3/14/2019	OFFICE SUPPLIES	158.75	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			290999394001	3/21/2019	OFFICE SUPPLIES	334.74	
			285206072001	3/12/2019	OFFICE SUPPLIES	132.02	
			283888848001	3/5/2019	OFFICE SUPPLIES	20.94	
			281311121001	3/5/2019	OFFICE SUPPLIES	140.73	
			283761390001	3/7/2019	OFFICE SUPPLIES	74.21	
			287652287001	3/12/2019	OFFICE SUPPLIES	138.50	
			284633840001	3/7/2019	OFFICE SUPPLIES	68.45	
			280715976001	2/28/2019	OFFICE SUPPLIES	74.41	
			294904546001	3/29/2019	OFFICE SUPPLIES	1,403.71	
			287653154001	3/12/2019	OFFICE SUPPLIES	2.75	
			284700879-001	3/7/2019	OFFICE SUPPLIES	177.33	
			284702573001	3/7/2019	OFFICE SUPPLIES	6.95	
			294578321001	3/29/2019	OFFICE SUPPLIES	4.40	
			294578016001	3/28/2019	OFFICE SUPPLIES	103.15	
			294578016002	3/29/2019	OFFICE SUPPLIES	18.51	
			287288616001	3/14/2019	OFFICE SUPPLIES	72.45	
			294138261001	3/26/2019	OFFICE SUPPLIES	437.99	
			284761936001	3/6/2019	OFFICE SUPPLIES	439.99	
			289339901001	3/19/2019	OFFICE SUPPLIES	186.16	
			284816282001	3/8/2019	OFFICE SUPPLIES	22.90	
			291090699001	3/22/2019	OFFICE SUPPLIES	20.94	
			284412116001	3/8/2019	PROJECTOR FOR CD	496.11	
			283639683001	3/5/2019	OFFICE SUPPLIES	192.93	
			284221121001	3/5/2019	OFFICE SUPPLIES	227.70	
			282932541001	3/5/2019	OFFICE SUPPLIES	291.39	13,763.76
82392	4/23/2019	0009786 OLIVAREZ MADRUGA LEMIEU6493		2/28/2019	PROF. SRVS THRU 02/28/19 -	2,864.60	2,864.60

Voucher:

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
82393	4/23/2019	0007984 O'REILLY AUTO PARTS Voucher:	3063-278940	3/19/2019	WIPER BLADES /	41.67	
			3063-281287	4/2/2019	2-CONTROL ARM ASSEMBLI	225.31	
			3063-281395	4/2/2019	RADIATOR CAP FOR UNIT 72:	8.88	
			3063-278928	3/19/2019	2-OXYGEN SENSORS FOR U	122.28	
			3063-281289	4/2/2019	TIRE TUBES FOR UNIT 416 A	66.13	
			3063-279030	3/20/2019	IGNITION WIRES AND SPARK	99.94	
			3063-280100	3/26/2019	SIDE MIRROR FOR UNIT 199	64.97	
			3063-277653	3/13/2019	SPEED SENSOR AND BRAKE	24.19	
			3063-280078	3/26/2019	BELT FOR UNIT 294	68.30	
			3063-281661	4/4/2019	AIR FILTER FOR UNIT 202 & 2	22.27	
			3063-282375	4/8/2019	CLEANING SOAP FOR SHOP	20.39	
			3063-282577	4/9/2019	BELT IDLER PULLEY FOR UN	27.57	
			3063-277577	3/13/2019	AIR FILTER FOR UNIT 133	19.66	
			3063-281365	4/2/2019	5- HAND CLEANERS	63.34	
			3063-281512	4/3/2019	TEMPERATURE SENDING UN	19.14	
			3063-281756	4/4/2019	BRAKE ROTORS AND PADS F	149.69	
			3063-282544	4/9/2019	SHOCKS, SPARK PLUGS AND	444.32	
			3063-278903	3/19/2019	2- OXYGEN SENSORS FOR U	105.58	1,593.63
82394	4/23/2019	00002817 OSCAR'S PRINTING INC. Voucher:	4864	4/2/2019	#10 RIGHT WINDOW ENVELC	127.02	
			4854	3/21/2019	SETS 2 PTS. NCR PRINTED IF	270.11	
			4855	3/21/2019	BLUE CERTIFICATE FOLDER:	1,929.38	2,326.51
82395	4/23/2019	00004582 PARKHOUSE TIRE INC Voucher:	1010666938	4/2/2019	TIRE TUBES FOR UNIT 211	35.28	
82396	4/23/2019	0008649 PD: LOPEZ, MARA Voucher:	1010665629	3/26/2019	2- TIRES FOR UNIT 351	379.36	414.64
82397	4/23/2019	00003842 PETTY CASH- ERC - Voucher:	04/11/19	4/11/2019	REPLENISH ERC PETTY CAS	887.82	887.82
82398	4/23/2019	00003995 PK: CABRERA, HILDA G. Voucher:	03/11/19-04/03/1	4/3/2019	AQUAAEROBICS CLASSES- C	175.00	175.00
82399	4/23/2019	0011257 PK: GUILMETTE, ROBERT Voucher:	03/01/19-04/03/1	4/3/2019	YOGA CLASSES - 03/01/19-04	450.00	450.00
82400	4/23/2019	00003691 PK: LARIOS, JUAN Voucher:	04/01/19-04/29/1	4/3/2019	KARATE - 04/01/19-04/29/19	1,217.70	1,217.70
82401	4/23/2019	00003720 PK: RODRIGUEZ, BEATRIZ J Voucher:	03/04/19-03/28/1	4/3/2019	OVER EASY CLASSES- 03/04/	137.94	137.94

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
82402	4/23/2019	0010624	PK: SANCHEZ, MARIBEL	03/06/19-04/03/1	4/3/2019	ZUMBA - 03/06/19-04/03/19	490.00	490.00
			Voucher:					
82403	4/23/2019	0008743	PK: SPINDOLA, DANIELLE	03/07/19-04/02/1	4/3/2019	YOGA CLASSES - 03/07/19-04	280.00	280.00
			Voucher:					
82404	4/23/2019	0009567	PK: TUJALII-JUMI, NAOMI K.	03/08/19-04/03/1	4/3/2019	ZUMBA - 03/08/19-04/03/19	540.00	540.00
			Voucher:					
82405	4/23/2019	00000488	PRAXAIR DISTRIBUTION, INC.87794638		2/21/2019	WELDING SUPPLIES	138.53	138.53
			Voucher:					
82406	4/23/2019	0011466	PRINCIPAL LIFE INSURANCE (MARCH 2019		3/28/2019	MARCH 2019 ADJ FOR MISC ;	3,724.23	
			Voucher:		12/28/2018	JAN 2019- ADJ FOR MISC & S	3,355.45	
					1/28/2019	FEB 2019- ADJ FOR MISC & S	3,973.16	11,052.84
					1/3/2019	BROCHURE/FLYERS PRINTIN	4,740.75	
					2/22/2019	BUSINESS CARDS FOR COU	1,411.20	
					3/15/2019	BUSINESS CARDS FOR DIRE	1,047.38	7,199.33
					4/9/2019	RETIREE MEDICAL INS.- APR	250.00	250.00
82408	4/23/2019	00004773	RET: ALMANZA, JOSEPH A	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	1,100.86	1,100.86
			Voucher:					
82409	4/23/2019	0005570	RET: ALONZO, ANTHONY	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	150.00	150.00
			Voucher:					
82410	4/23/2019	0009815	RET: AMEY, ISAAC D	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	150.00	150.00
			Voucher:					
82411	4/23/2019	0008275	RET: AROCHA, FRANCIS X.	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	1,100.86	1,100.86
			Voucher:					
82412	4/23/2019	0005813	RET: AVILA, VINCENT	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	1,100.86	1,100.86
			Voucher:					
82413	4/23/2019	00001840	RET: BLASKA, WILLIAM MIKE	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	250.00	250.00
			Voucher:					
82414	4/23/2019	00001265	RET: BRASSFIELD, CHARLES	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	250.00	250.00
			Voucher:					
82415	4/23/2019	0006324	RET: BURBACH, MAUREEN	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	150.00	150.00
			Voucher:					
82416	4/23/2019	00004776	RET: CARTER, LLOYD B	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	250.00	250.00
			Voucher:					
82417	4/23/2019	00000495	RET: CHAVEZ, ANTHONY A	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	150.00	150.00
			Voucher:					

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
82418	4/23/2019	00000817	RET: CHRIST, DOUGLAS F	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	241.60
			Voucher:				241.60
82419	4/23/2019	00002460	RET: COMSTOCK, JOSEPH E	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	200.00
			Voucher:				200.00
82420	4/23/2019	0006505	RET: CORBET, RONALD	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	1,100.86
			Voucher:				1,100.86
82421	4/23/2019	00003408	RET: DAMRON, ROGER V	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	250.00
			Voucher:				250.00
82422	4/23/2019	00004777	RET: DAY, ROBERTA	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	250.00
			Voucher:				250.00
82423	4/23/2019	0008746	RET: DELEON, RUBEN	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	150.00
			Voucher:				150.00
82424	4/23/2019	00001776	RET: EADE, JOANN	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	183.34
			Voucher:				183.34
82425	4/23/2019	00003973	RET: EADS, KENNETH P.	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	1,100.86
			Voucher:				1,100.86
82426	4/23/2019	00003853	RET: FANNIN, ZONA	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	150.00
			Voucher:				150.00
82427	4/23/2019	0008820	RET: FERNANDEZ, CARLOS	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	1,100.86
			Voucher:				1,100.86
82428	4/23/2019	00004403	RET: FIELD, GARY	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	150.00
			Voucher:				150.00
82429	4/23/2019	0006507	RET: FIGUEROA, GLORIAA.	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	150.00
			Voucher:				150.00
82430	4/23/2019	00000605	RET: FORRESTER, BOB L	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	250.00
			Voucher:				250.00
82431	4/23/2019	0005355	RET: GALBREATH, RUSSELL	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	1,100.86
			Voucher:				1,100.86
82432	4/23/2019	0011326	RET: GALVAN, RAY A.	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	150.00
			Voucher:				150.00
82433	4/23/2019	0011186	RET: GAMBOA, OSCAR	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	150.00
			Voucher:				150.00
82434	4/23/2019	00000496	RET: GEORGE, RONALD P	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	250.00
			Voucher:				250.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
82435	4/23/2019	0006508	RET: GOMEZ, JOSEPH C.	4/9/2019	RETIREE MEDICAL INS.- APR	150.00	150.00
			Voucher:				
82436	4/23/2019	00003940	RET: GONZALEZ, HIRAM	4/9/2019	RETIREE MEDICAL INS.- APR	150.00	150.00
			Voucher:				
82437	4/23/2019	0006328	RET: GUTIERREZ, MANUEL	4/9/2019	RETIREE MEDICAL INS.- APR	1,100.86	1,100.86
			Voucher:				
82438	4/23/2019	0006509	RET: HAMMOND, DONNA	4/9/2019	RETIREE MEDICAL INS.- APR	150.00	150.00
			Voucher:				
82439	4/23/2019	0006510	RET: HERNANDEZ, MARIA	4/9/2019	RETIREE MEDICAL INS.- APR	150.00	150.00
			Voucher:				
82440	4/23/2019	0008059	RET: HILL, GARY	4/9/2019	RETIREE MEDICAL INS.- APR	150.00	150.00
			Voucher:				
82441	4/23/2019	0006329	RET: HOMSHER, HUGH	4/9/2019	RETIREE MEDICAL INS.- APR	1,100.86	1,100.86
			Voucher:				
82442	4/23/2019	00004784	RET: HUNTRODS, RICHARD F	4/9/2019	RETIREE MEDICAL INS.- APR	209.80	209.80
			Voucher:				
82443	4/23/2019	0009521	RET: HUPP, KEITH	4/9/2019	RETIREE MEDICAL INS.- APR	1,100.86	1,100.86
			Voucher:				
82444	4/23/2019	0008058	RET: INMAN, RONALD	4/9/2019	RETIREE MEDICAL INS.- APR	1,100.86	1,100.86
			Voucher:				
82445	4/23/2019	00004785	RET: IRISH, TERRY F	4/9/2019	RETIREE MEDICAL INS.- APR	250.00	250.00
			Voucher:				
82446	4/23/2019	0011110	RET: JOHNSON, GERALD	4/9/2019	RETIREE MEDICAL INS.- APR	150.00	150.00
			Voucher:				
82447	4/23/2019	00004787	RET: KENNEDY, GARY E	4/9/2019	RETIREE MEDICAL INS.- APR	250.00	250.00
			Voucher:				
82448	4/23/2019	0005356	RET: KEY, ANDREW	4/9/2019	RETIREE MEDICAL INS.- APR	1,100.86	1,100.86
			Voucher:				
82449	4/23/2019	0011111	RET: KOOMEN, SHERI L.	4/9/2019	RETIREE MEDICAL INS.- APR	150.00	150.00
			Voucher:				
82450	4/23/2019	0010881	RET: KOOPMANS, WILLIAM O	4/9/2019	RETIREE MEDICAL INS.- APR	150.00	150.00
			Voucher:				
82451	4/23/2019	00004788	RET: LANE JR, EDWARD W	4/9/2019	RETIREE MEDICAL INS.- APR	250.00	250.00
			Voucher:				

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
82452	4/23/2019	0009946 Voucher:	RET: LEFEVER, STEVEN A.	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	200.00
82453	4/23/2019	0010410 Voucher:	RET: LEO, FRANK	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	150.00
82454	4/23/2019	00004789 Voucher:	RET: LILLEY, RAYMOND E	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	250.00
82455	4/23/2019	0005633 Voucher:	RET: LOPEZ, ALFONSO	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	590.37
82456	4/23/2019	0006511 Voucher:	RET: LOPEZ, RAMON A.	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	150.00
82457	4/23/2019	0009453 Voucher:	RET: LOPEZ, VERONICA	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	150.00
82458	4/23/2019	0007656 Voucher:	RET: MATSUKIYO, DAVID	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	1,100.86
82459	4/23/2019	00003833 Voucher:	RET: MOOMEY, STEVEN	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	518.00
82460	4/23/2019	00003328 Voucher:	RET: MOSBY, DOROTHEA S	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	183.34
82461	4/23/2019	0011895 Voucher:	RET: MUNOZ, ALFREDO	APRIL 2019	4/9/2019	RETIREE MEDICAL INS. - ARF	1,100.86
82462	4/23/2019	00003239 Voucher:	RET: NASSAR, SAM R	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	200.00
82463	4/23/2019	0011522 Voucher:	RET: PELLERIN, ROBERT	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	1,100.86
82464	4/23/2019	00005237 Voucher:	RET: PEREZ, SUSAN	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	150.00
82465	4/23/2019	0010733 Voucher:	RET: PIXLER, DAVID	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	1,100.86
82466	4/23/2019	00004794 Voucher:	RET: POWELL, ROBERT K.	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	250.00
82467	4/23/2019	0006326 Voucher:	RET: RAMIREZ, VIRGINIA	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	150.00
82468	4/23/2019	00003798 Voucher:	RET: RANGEL, ARMANDO	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	150.00



Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
82469	4/23/2019	0006327 Voucher:	RET: RASCO, ANGELA APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	150.00	150.00
82470	4/23/2019	00003630 Voucher:	RET: REGALADO, MARY APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	150.00	150.00
82471	4/23/2019	0011967 Voucher:	RET: RIVERA, FRANK J. APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	482.64	482.64
82472	4/23/2019	0011112 Voucher:	RET: SALDIVAR, MARIO M. APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	1,100.86	1,100.86
82473	4/23/2019	00001867 Voucher:	RET: SCHMID, BEATRICE J APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	150.00	150.00
82474	4/23/2019	0009865 Voucher:	RET: SCHRADER, GEORGE R APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	1,100.86	1,100.86
82475	4/23/2019	0011521 Voucher:	RET: SCOTT, DAVID APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	1,100.86	1,100.86
82476	4/23/2019	00000458 Voucher:	RET: SEWELL, ELAINE APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	150.00	150.00
82477	4/23/2019	00000459 Voucher:	RET: SEWELL, KENNETH R APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	150.00	150.00
82478	4/23/2019	0006513 Voucher:	RET: SHETTER, RANDOLPH MAPRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	150.00	150.00
82479	4/23/2019	00000869 Voucher:	RET: SMITH, CHARLES R APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	250.00	250.00
82480	4/23/2019	00004796 Voucher:	RET: SPEELMAN, PATRICIA L APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	250.00	250.00
82481	4/23/2019	00002147 Voucher:	RET: SPROWLS, KENNETH C APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	250.00	250.00
82482	4/23/2019	0008313 Voucher:	RET: SULLIVAN, DARREN APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	1,100.86	1,100.86
82483	4/23/2019	0006512 Voucher:	RET: TATTI, WILLIAM P. APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	150.00	150.00
82484	4/23/2019	0005357 Voucher:	RET: TODD, ROBERT M. APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	1,100.86	1,100.86
82485	4/23/2019	00003573 Voucher:	RET: VANLIEROP, MARTIN G APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	518.00	518.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
82486	4/23/2019	00003959 RET: WADE, RICHARD Voucher:	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	306.00	306.00
82487	4/23/2019	0007655 RET: WELLS, GREGORY Voucher:	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	509.70	509.70
82488	4/23/2019	00004379 RET: WHALEN, HARVEY Voucher:	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	150.00	150.00
82489	4/23/2019	00000498 RET: WILLIAMS, GALE M Voucher:	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	250.00	250.00
82490	4/23/2019	0008821 RET: WILLIAMS, TIMOTHY Voucher:	APRIL 2019	4/9/2019	RETIREE MEDICAL INS.- APR	1,100.86	1,100.86
82491	4/23/2019	0005321 RINCON CONSULTANTS, INC. 11278 Voucher:		4/3/2019	9001-15 LONG BEACH BLVD-f	9,975.00	9,975.00
82492	4/23/2019	0007637 RSG, INC Voucher:	1004543	3/7/2019	FEB 2019 - RSG1878-8640 Cf	41.25	
			1004544	2/28/2019	FEB 2019 - RSG 1879- 9001-1f	6,415.00	
			1004545	2/28/2019	FEB 2019 - RSG1881-INCLUSI	186.25	
			1004548	2/28/2019	FEB 2019 - RSG1940-HOUSIN	125.00	
			1004546	2/28/2019	FEB 2019 - RSG1940-HOUSIN	7,790.00	14,557.50
82493	4/23/2019	0009447 RWC GROUP Voucher:	54524H	3/21/2019	HOSE ASSEMBLY FOR UNIT 2	416.75	
			54496H	3/21/2019	STRAP HOOK FOR UNIT 213	49.18	
			54495H	3/20/2019	6- TRANSMISSION FLUID FOF	137.59	603.52
82494	4/23/2019	00003882 S A RENTERIA AUTO PARTS Voucher:	425966	4/1/2019	12QTS. TRANSMISSION FLUII	77.79	77.79
82495	4/23/2019	0008973 SCOTT ROBINSON CHRYSLEI Voucher:	141038	3/27/2019	FUEL PUMPS FOR UNIT 152	491.93	
			140530	3/19/2019	HOOD SHOCKS FOR UNIT 16	38.72	
			141073	3/28/2019	SHOCKS AND PEDAL FOR UN	286.20	
			141084	3/28/2019	FRONT MODULE FOR UNIT 1f	459.90	
			257833	3/15/2019	DIAGNOSE WILL NOT SHIFT 1	175.00	
			CM140461		CREDIT FOR RETURN PART -	-133.86	
			140461	3/18/2019	EVAP AND OXYGEN SENSOR	380.64	
			140949	3/19/2019	IGNITION SWITCH FOR UNIT	49.68	
82496	4/23/2019	0007073 SERGIO'S AUTO UPHOLSTER Voucher:	1586	3/18/2019	REPAIR TWO SEATS FOR UN	420.00	1,748.21
			1582	3/11/2019	REPAIR BENCH SEAT FOR UI	265.00	685.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
82497	4/23/2019	00004857 SMITH FASTENER COMPANY Voucher:	SF0018695 SF0017974	2/25/2019	BATTERY CABLES AND ENDS	981.23	
			SF0018870	2/25/2019	FASTENERS AND MISC	828.79	
			SF0018899	3/12/2019	ELECTRICAL CONNECTORS	310.93	
			SF0018798	3/4/2019	FASTENERS AND MISC	17.11	
82498	4/23/2019	00004352 SOUTH BAY LAW FIRM Voucher:	840	2/25/2019	FASTENERS AND MISC	32.82	2,170.88
				4/3/2019	MATTER00006.0002 - IN RE A	825.00	825.00
82499	4/23/2019	00004873 SOUTH GATE CAR WASH INC Voucher:	143	11/15/2018	CAR WASH SRVS - SEPT TO I	755.00	755.00
82500	4/23/2019	00004864 SOUTHERN CALIFORNIA EDIS Voucher:	90003515	1/10/2019	RENTER# 0392 FIBER OPTIC	1,458.99	1,458.99
82501	4/23/2019	00002639 STRADLING YOCCA CARLSON Voucher:	351587-0018 351588-0019	2/28/2019	SRVS THRU 01/31/19- RE: SU	468.00	
			351589-0026	2/28/2019	SRVS THRU 01/31/19- RE: OV	1,521.00	
82502	4/23/2019	0010270 STUDIO SPECTRUM, INC. Voucher:	191295	2/28/2019	SRVS THRU 01/31/19- RE: 90C	1,950.00	3,939.00
				2/11/2019	ADDITIONAL MICROPHONES	6,483.78	6,483.78
82503	4/23/2019	0009874 THE WALKING MAN, INC. Voucher:	E9326	1/11/2019	DISTRIBUTION OF CITYWIDE	675.00	
			E9317	1/4/2019	DISTRIBUTION OF CITYWIDE	3,150.00	3,825.00
82504	4/23/2019	0011640 TIREHUB, LLC Voucher:	6948872	3/13/2019	4- TIRES FOR UNIT 133	525.23	
			4384764	8/17/2018	4- TIRES FOR RESTOCK	583.06	
			7417271	4/9/2019	2- TIRES FOR UNIT 178	323.03	1,431.32
82505	4/23/2019	0010408 TOURCOACH CHARTER AND Voucher:	36852	4/10/2019	4/4/19 TO PALA CASINO	1,002.50	
			35820	3/29/2019	03/29/19 TO SAN ANTONIO W	551.38	1,553.88
82506	4/23/2019	0011316 TRANSTECH ENGINEERS, INC Voucher:	20191105	1/31/2019	CONSTRUCTION MANAGEMEME	8,675.00	8,675.00
82507	4/23/2019	00000493 U.S. BANK Voucher:	5314489	3/25/2019	2005 PENSION OBLGTN BON	3,267.00	3,267.00
82508	4/23/2019	0005750 UNITED INDUSTRIES Voucher:	194233	4/2/2019	INVENTORY PO/ NITRILE GLC	1,411.20	1,411.20

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
82509	4/23/2019	0011926 URM TECHNOLOGIES, INC. Voucher:	0042582 0042577 0042583 0042581 0042578 0042580 0042579 22467	2/28/2019 2/28/2019 2/28/2019 2/28/2019 2/28/2019 2/28/2019 2/28/2019 4/5/2019	FEB 2019 - MISC/... DOCUMENT FEB 2019 - C001982 DOCUMENT FEB 2019 - PY DOCUMENT ST FEB 2019 - AR DOCUMENT S FEB 2019 - PERS DOCUMENT FEB 2019 - A/P DOCUMENT S FEB 2019 - ACCNT DOCUMENT VEST- ENFORCER CONCEAL	59.54 22.80 13.68 8.88 36.48 37.86 13.68 529.87	
82510	4/23/2019	00004975 US ARMOR Voucher:					192.92
82511	4/23/2019	00004693 USA MOBILITY WIRELESS, INC7961537P Voucher:		3/31/2019	BILLING PRD-APRIL 2019	33.21	33.21
82512	4/23/2019	00002650 VALLES AUTO PAINTING & BOCSG1062 Voucher:		3/20/2019	PAINT REAR BUMPER WHITE	325.00	
82513	4/23/2019	00001848 VERIZON WIRELESS Voucher:	CSG1061 9826688889 9826869508 9826624666	3/20/2019 3/20/2019 3/21/2019 3/23/2019 3/21/2019 3/28/2019	REPAIR REAR BUMPER AND BILLING PRD-02/22/19-03/21/ BILLING PRD-02/24/19-03/23/ BILLING PRD-02/22/19-03/21/ APR 2019 - HOUNSING ELEM	838.84 3,276.50 266.07 27.16 2,182.50	1,163.84 3,569.73 2,182.50
82515	4/23/2019	00002634 VULCAN MATERIALS COMPAN72004131 Voucher:	72118579 72149955 72128284 72133579 242278 72128283	10/31/2018 3/6/2019 4/3/2019 3/15/2019 3/20/2019 3/31/2019 3/15/2019	ASPHALT, BASE, EMULSION I ASPHALT, BASE, EMULSION I ASPHALT, BASE, EMULSION I ASPHALT, BASE, EMULSION I ASPHALT, BASE, EMULSION I ASPHALT, BASE, EMULSION I ASPHALT, BASE, EMULSION I	643.72 245.28 245.28 243.68 960.18 213.16 245.28	
82516	4/23/2019	00002593 WAXIE'S SANITARY SUPPLY Voucher:	78169450 78095678	3/29/2019 2/27/2019	FACILITY MAINTENANCE SUF BASEMENT WOMEN'S RESTF	162.84 195.52	2,796.58 358.36
82517	4/23/2019	0006745 XTREME AUTOBODY Voucher:	1815 1816	3/19/2019 3/19/2019	REPAINT FADED FRONT BUM REPLACE FRONT WINDSHIEI	1,422.28 687.83	2,110.11
82518	4/23/2019	00000062 ZIEGLER'S HARDWARE& SUP07678 Voucher:	07676 07677 07682 07683	3/20/2019 3/20/2019 3/20/2019 3/21/2019 3/21/2019	CITY HALL COPPER PIPE REI CITY HALL COPPER PIPE REI FOR PW YARD LEAKING LUN FOR CIVIC CENTER CARPET FOR CITY HALL POSTER INS	66.14 28.26 23.13 6.60 88.18	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
14998727	4/3/2019	00002370	INTERNAL REVENUE SERVICE	4/3/2019	IRS - MEDICARE BALANCE Q	27.88	27.88
Voucher:							
11258267	2/7/2019	00004708	FEBRUARY 201	1/31/2019	FEBRUARY 2019- PMT ACTIV	15,196.70	15,196.70
Voucher:							
11274768	3/6/2019	00004708	MARCH 2019	2/28/2019	MARCH 2019- PMT ACTIVE EI	11,830.89	11,830.89
Voucher:							
11294028	4/3/2019	00004708	APRIL 2019	3/28/2019	APRIL 2019- PMT ACTIVE EMF	15,472.72	15,472.72
Voucher:							

Sub total for BANK OF THE WEST: 1,644,057.82

222 checks in this report.

Grand Total All Checks: 1,644,057.82

Void Checks

Bank code: botw

Check # 82390 Date 4/23/2019

WARRANT REGISTER COUNCIL MEETING 04/23/2019

PART II a

apChkLst

Final Check List

Page: 1

04/03/2019 2:22:39PM

City of South Gate

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
82286	4/4/2019	00000437 AFLAC Voucher:	Ben249289	4/4/2019	AMERICAN FAMILY LIFE INS.:	635.82	635.82
82287	4/4/2019	00002417 AMERICAN FIDELITY ASSURANCE Voucher:	Ben249277	4/4/2019	AMERICAN FIDELITY (ABT): P	421.42	421.42
82288	4/4/2019	0011469 CALIFORNIA DENTAL NETWO Voucher:	Ben249281	4/4/2019	CALIFORNIA DENTAL NETWC	3,147.64	3,147.64
82289	4/4/2019	0011535 CDTFA Voucher:	Ben249291	4/4/2019	CA DEPT OF TAX & FEE ADMI	386.68	386.68
82290	4/4/2019	00000438 COLONIAL INSURANCE CO. Voucher:	Ben249279	4/4/2019	COLONIAL INSURANCE CO: F	3,391.48	3,391.48
82291	4/4/2019	00002138 FRANCHISE TAX BOARD Voucher:	Ben249299	4/4/2019	GARNISHMENT - FRANCHISE	156.75	156.75
82292	4/4/2019	0009920 OCSE CLEARINGHOUSE SDU Voucher:	Ben249297	4/4/2019	GARNISHMENT - AR CHILD S	324.00	324.00
82293	4/4/2019	00002421 POLICE MANAGEMENT ASSO Voucher:	Ben249287	4/4/2019	POLICE MANAGEMENT ASSC	1,600.00	1,600.00
82294	4/4/2019	00000335 POLICE OFFICERS ASSOCIAT Voucher:	Ben249285	4/4/2019	POLICE ASSOCIATION DUES:	5,700.00	5,700.00
82295	4/4/2019	0011466 PRINCIPAL LIFE INSURANCE Voucher:	Ben249271	4/4/2019	PRINCIPAL DENTAL PPO (MIS	30,871.77	30,871.77
82296	4/4/2019	0011467 RELIANCE STANDARD Voucher:	Ben249273	4/4/2019	LONG TERM DISABILITY: PAY	3,749.10	3,749.10
82297	4/4/2019	0008951 SENCION, CARMEN Voucher:	Ben249295	4/4/2019	SPOUSAL SUPPORT-E. SENC	553.85	553.85
82298	4/4/2019	0011468 SUPERIOR VISION SERVICES Voucher:	Ben249275	4/4/2019	SUPERIOR VISION MISC.: PA	4,096.28	4,096.28
82299	4/4/2019	0008005 U.S. BANK-PARS ACCT#67460 Voucher:	Ben249293	4/4/2019	PARS 11.87%: PAYMENT	749.66	749.66
82300	4/4/2019	00000334 UNITED WAY OF GREATER LC Voucher:	Ben249283	4/4/2019	UNITED WAY: PAYMENT	38.66	38.66
<b>Sub total for BANK OF THE WEST:</b>						<b>55,823.11</b>	

15 checks in this report.

Grand Total All Checks: 55,823.11

*Void Checks*

Bank code: botw  
(none)

**WARRANT REGISTER COUNCIL MEETING 04/23/2019**

**PART II b**

apChkLst

04/04/2019 3:23:10PM

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>
1653	3/7/2019	00004708 PERS HEALTH PLAN Voucher:	Ben248111	3/7/2019	MEDICAL HMO ANTHEM SELF	355,399.01	355,399.01
1665	4/4/2019	00000004 NATIONWIDE RETIREMENT S Voucher:	Ben249301	4/4/2019	DEF COMP NATIONWIDE: PA	53,192.71	53,192.71
1666	4/4/2019	00004836 SEIU LOCAL 721 CTW CLC-23 Voucher:	Ben249303	4/4/2019	SEIU DUES: PAYMENT	3,141.31	3,141.31
1667	4/4/2019	00002370 INTERNAL REVENUE SERVICE Voucher:	Ben249305	4/4/2019	MEDICARE: PAYMENT	142,428.83	142,428.83
1669	4/4/2019	00000343 PUBLIC EMPLOYEES RETIRE Voucher:	Ben249309	4/4/2019	PERS RETIREMENT: PAYMEN	214,415.36	214,415.36
1670	4/4/2019	00001186 EMPLOYMENT DEVELOPME Voucher:	Ben249311	4/4/2019	SDI: PAYMENT	46,246.64	46,246.64
1671	4/4/2019	00004996 SEIU-COPE LOCAL 721, LA Voucher:	Ben249313	4/4/2019	SEIU- COPE LOCAL 721 DEDU	49.00	49.00
1672	4/4/2019	00004988 CHILD SUPPORT ON-LINE, ST Voucher:	Ben249315	4/4/2019	CHILD SUPPORT-ONLINE: PA	1,941.70	1,941.70

**Sub total for BANK OF THE WEST: 816,814.56**

**8 checks in this report.**

**Grand Total All Checks: 816,814.56**

*Void Checks*

Bank code: botw  
(none)



**WARRANT REGISTER COUNCIL MEETING 04/23/2019**

**TOTALS**

**FISCAL YEAR 2018/2019**

<b>TOTAL AP PART I</b>	<b>1,644,057.82</b>
<b>TOTAL PAYROLL PART II a - 04/04/2019</b>	<b>55,823.11</b>
<b>TOTAL PAYROLL PART II b - 04/04/2019</b>	<b>816,814.56</b>
<b>TOTAL</b>	<b>2,516,695.49</b>
<b>VOIDS</b>	<b>-</b>
<b>LESS: EMPLOYEE PAYROLL DEDUCTIONS</b>	<b>(\$336,035.23)</b>
<b>TOTAL</b>	<b>2,180,660.26</b>

## SOUTH GATE CITY COUNCIL WARRANT APPROVAL AND CANCELLATION

Warrant Number 82285 to Number 82518 Inclusive, Totaling \$ 2,180,660.26 as listed on the accompanying Accounts Payable Warrant Register of April 23, 2019 and approved as presented, with the exception of the following warrants:

	“ N/A “			
	<b>GRAND TOTAL OF VOIDED CHECKS</b>		<b>\$ 0.00</b>	

\_\_\_\_\_  
CITY AUDITOR

\_\_\_\_\_  
CITY MANAGER

*Jackie Acosta*   
\_\_\_\_\_  
DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on April 23, 2019 at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above demands, as approved.