



SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, March 10, 2020 at 6:30 p.m.

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

CALL TO ORDER	M. Belen Bernal, Mayor
INVOCATION	Pastor Anthony Kidd, Community of Faith Bible Church
PLEDGE OF ALLEGIANCE	Steve Costley, Deputy Director of Parks & Recreation
ROLL CALL	Carmen Avalos, City Clerk

II. City Officials

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

III. Meeting Compensation Disclosure

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

IV. Proclamations, Certificates, Introductions And Ceremonial Actions

1. Proclamation For Pete Morales For His 18 Years Of Dedicated Service

The City Council will issue a Proclamation to Pete Morales in recognition for his 18 years of dedicated service to Golf Course patrons at South Gate Park and to wish him well in his retirement. (PARKS)

Documents:

[ITEM 1 REPORT 03102020.PDF](#)

2. Appointment To The Tweedy Mile Advisory Board

Council Member Al Rios will make an appointment to the Tweedy Mile Advisory Board to fill a vacancy for the unexpired term ending on January 31, 2021; the appointment will be ratified by a majority vote of the City Council. (ADMIN SVCS)

Documents:

[ITEM 2 REPORT 03102020.PDF](#)

V. 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.

VI. 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.

VII. Consent Calendar Items

Agenda Items **3, 4, 5 and 6** 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.

3. Adopt Ordinance 2020-01-CC Granting A Five Year Franchise To Tesoro SoCal Pipeline Company, LLC

The City Council will waive the reading in full and adopt Ordinance No. 2020-01-CC granting a five-year franchise to Tesoro SoCal Pipeline Company, LLC, a Delaware limited liability company, commencing retroactively on February 27, 2019, to lay and use pipes, ditches, flumes, conduits and appurtenances for transmitting and distributing oil or products thereof, for any and all purposes in, along, across, upon and under the public streets, ways, alleys and places, as the same now or may hereafter exist within the City of South Gate. (PW)

Documents:

[ITEM 3 REPORT 03102020.PDF](#)

4. Agreement With RSG, Inc., For General On-Call Services

The City Council will consider: (ADMIN SVCS)

- a. Approving an Agreement (Contract No. _____) with RSG, Inc., for general on-call services through and including June 30, 2021, in an amount not-to-exceed \$172,115; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 4 REPORT 03102020.PDF](#)

5. Authorization To Convert Park Space Into Parking Area For Police Vehicles

The City Council will consider approving the change of use of the park space adjacent to the Police Department from open city park space to exclusive use parking for Police vehicles. (PARKS)

Documents:

[ITEM 5 REPORT 03102020.PDF](#)

6. Minutes

The City Council will consider: (CLERK)

A. Approving the Regular Meeting and Special Meeting minutes of February 11, 2020; and

B. Approving the Regular Meeting and Special Meeting minutes of February 25, 2020.

Documents:

[ITEM 6 REPORT 03102020.PDF](#)

VIII. Reports, Recommendations And Requests

7. Warrant Register For March 10, 2020

The City Council will consider approving the Warrants and Cancellations for March 10, 2020. (ADMIN SVCS)

Total of Checks: \$3,610,354.83
Voids: (\$ 1,143.09)
Total Payroll Deductions: \$ 417,144.56
Grand Total: \$3,192,067.18

Cancellations: 86829, 86946, 87198, 86923

Documents:

[ITEM 7 REPORT 03102020.PDF](#)

IX. Adjournment

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted March 5, 2020 at 4:50 p.m., as required by law.

Carmen Avalos, CMC
City Clerk

8650 California Avenue, South Gate, California 90280
(323) 563-9510 * fax (323) 563-5411 * 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.

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City of South Gate

Item No. 1

CITY COUNCIL

MAR 4 2020

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

4:25pm

AGENDA BILL

For the Regular Meeting of: March 10, 2020
Originating Department: Parks & Recreation

Deputy Director: Steve Costley / MS City Manager: Michael Flad
Steve Costley Michael Flad

SUBJECT: PROCLAMATION RECOGNIZING PETE MORALES FOR HIS 18 YEARS OF DEDICATED SERVICE AT SOUTH GATE PARK

PURPOSE: To recognize Pete Morales, former Golf Starter, for his years of service at South Gate Park.

RECOMMENDED ACTION: Mayor Belén Bernal will issue a Proclamation to Pete Morales in recognition for his 18 years of dedicated service to Golf Course patrons at South Gate Park and to wish him well in his retirement.

FISCAL IMPACT: None.

ANNALYSIS: None.

BACKGROUND: In November of 2001, Pete Morales was hired to be a Golf Starter at the South Gate Park, Par 3 Golf Course. Throughout the following 18 years, Mr. Morales became a fixture at the facility and a beloved part of the golfing community in South Gate. After his retirement in December of 2019, the Parks & Recreation Commission requested that Mr. Morales be recognized by the City Council for his dedicated service.

The City Council wishes to recognize Pete for all of his hard work and wish him well in his retirement.

ATTACHMENT: Proclamation.

City of South Gate



From the Honorable
Mayor

PROCLAMATION

Presented to

Pete Morales

In recognition for your 18 years of dedicated service to the
City of South Gate

WHEREAS, Pete Morales was born and raised in El Paso, Texas; and

WHEREAS, Mr. Morales started golfing in his early 20's and was a rising star; and

WHEREAS, in 2001, Mr. Morales was hired as a Golf Starter at the South Gate Park Golf Course; and

WHEREAS, Mr. Morales always looked forward to introducing the game of golf to many residents, both youth and seniors; and

WHEREAS, when called upon to assist other employees with learning the operations of the Golf Course, Mr. Morales was always glad to lend a helping hand; and

WHEREAS, after happily working on the fairways for 18 years, Mr. Morales retired in November 2019; and

WHEREAS, South Gate citizens and employees had the pleasure and benefit of working with Mr. Morales and wish him the best retirement; and

WHEREAS, to this day, both the South Gate Men's and Women's Golf Clubs miss his smile and willingness to talk golf with them;

NOW, THEREFORE, on this 10th day of March 2020, I, **Belén Bernal, Mayor of the City of South Gate**, on behalf of the City Council and citizens, do hereby recognize Pete Morales and duly thank him for his 18 years of dedicated service to the City of South Gate. Happy retirement!

1s/

Mayor Belén Bernal

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City of South Gate

Item No. 2

MAR 4 2020

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

5:55pm

AGENDA BILL

For the Regular Meeting of: March 10, 2020
Originating Department: Administrative Services

Department Director:

Jackie Acosta
Jackie Acosta

City Manager:

Michael Flad
Michael Flad

SUBJECT: APPOINTMENT TO THE TWEEDY MILE ADVISORY BOARD

PURPOSE: To fill the seat vacated by Melissa Alvarado. Ms. Alvarado was appointed by Council Member Rios.

RECOMMENDED ACTION: Council Member Al Rios will make an appointment to the Tweedy Mile Advisory Board to fill a vacancy for the unexpired term ending on January 31, 2021; the appointment will be ratified by a majority vote of the City Council.

FISCAL IMPACT: None.

ANALYSIS: Ordinance No. 2286, adopted on September 27, 2011, established the Tweedy Mile Advisory Board (TMAB). The ordinance states that members shall be appointed for staggered, three-year terms.

BACKGROUND: As the TMAB had not met in several years, in the fall of 2018, the City Council re-established the TMAB and made appointments to the board. At the first meeting of the newly, re-established TMAB on February 4, 2019, those staggered, three-years terms were assigned to the five members by a random drawing. The terms were set as follows:

Board Member	Length of Term	Term Ending Date
Melissa Alvarado	2 years	January 31, 2021
Joshua Barron	3 years	January 31, 2022
Maribel Chaidez	3 years	January 31, 2022
Jan Hicks	1 year	January 31, 2020
Minerva Rodriguez	2 years	January 31, 2021

As Ms. Alvarado has resigned from the board, staff respectfully requests Council Member Rios to make an appointment to fill the remaining term of Ms. Alvarado's seat.

ATTACHMENT: Ordinance No. 2286

ORDINANCE NO. 2286

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

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

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

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

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

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

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

2.64.100 Tweedy Mile Advisory Board

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

2.64.110 Membership

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

2.64.120 Meetings

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

2.64.130 Duties

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

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

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2.64.140 Staff Representation


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

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

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

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

CITY OF SOUTH GATE:


Maria Davila, Mayor

ATTEST:



Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

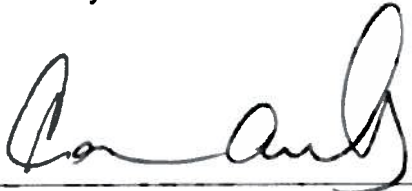
ORDINANCE CERTIFICATION PAGE

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

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

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

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



Carmen Avalos, City Clerk
City of South Gate, California

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MAR 5 2020

City of South Gate
CITY COUNCIL

Item No. 3

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER


10:05am

AGENDA BILL

For the Regular Meeting of: March 10, 2020

Originating Department: Public Works

Department Director:


Arturo Cervantes

City Manager:


Michael Flad

SUBJECT: ORDINANCE NO. 2020-01-CC GRANTING A FIVE-YEAR FRANCHISE AGREEMENT TO TESORO SOCAL PIPELINE COMPANY, LLC

PURPOSE: The Tesoro SoCal Pipeline Company, LLC (Tesoro SoCal) has operated two underground pipelines in the City that are regulated under an expired franchise agreement. The City Council has taken several actions to renew it. Adoption of Ordinance No. 2020-01-CC is the last action needed from the City Council to renew the Franchise Agreement.

RECOMMENDED ACTION: Waive the reading in full and adopt Ordinance No. 2020-01-CC granting a five-year franchise to Tesoro SoCal Pipeline Company, LLC, a Delaware limited liability company, commencing retroactively on February 27, 2019, to lay and use pipes, ditches, flumes, conduits and appurtenances for transmitting and distributing oil or products thereof, for any and all purposes in, along, across, upon and under the public streets, ways, alleys and places, as the same now or may hereafter exist, within the City of South Gate.

FISCAL IMPACT: Tesoro SoCal is required to pay the City a granting fee of \$11,255 prior to the adoption of the ordinance and approximately \$4,000 annually, as determined by the California Public Utilities Code.

NOTICING PROCEDURES: A public hearing notice was duly published in the *Los Angeles Wave*, a newspaper of general circulation, on February 6, 2020.

ANALYSIS: Tesoro SoCal operates two underground pipelines in the City. They were authorized to operate the pipelines by a franchise agreement that was issued under Ordinance No. 2315. The term of the franchise agreement began on August 26, 2014 and expired on February 26, 2019. Tesoro SoCal has requested a renewal. Before the City could renew the franchise, California Public Utility Code Section 6232 *et seq.*, required the City Council to adopt a resolution declaring its intent to grant a franchise and to schedule a public hearing. On January 28, 2020, the City Council adopted Resolution No. 2020-03-CC thereby declaring the City's intention to grant a 5-year franchise renewal. On February 25, 2020, the City Council conducted a public hearing and introduced Ordinance No. 2020-01-CC. To complete the process, the City Council may now adopt Ordinance No. 2020-01-CC. The ordinance will extend the term of the franchise for an additional five years, commencing retroactively on February 27, 2019, and expiring on February 26, 2024.

It is noted that a correction was made in the length of pipeline that was previously stated in Resolution No. 2020-03-CC as well as in Ordinance No. 2020-01-CC which was introduced at the public hearing. The

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pipeline length for Pipeline No. 080 was noted as 1,155 feet, however, the actual pipe length is 12,952 feet. Ordinance No. 2020-01-CC that is before the City Council contains the corrected pipe length.

BACKGROUND: Tesoro SoCal owns and operates the Vinvale Terminal, located at 8601 Garfield Avenue, South Gate, CA. The Vinvale Terminal is used for the storage and loading of gasoline and diesel fuel products for delivery by tanker truck. Tesoro SoCal also owns and operates two existing underground pipelines. One is a 2,624 foot long, 8-inch diameter pipeline, located beneath Southern Avenue and Garfield Avenue ("Pipeline No. 034"). The other is a 12,952 foot long, 12-inch diameter pipeline, located beneath Garfield Avenue and Miller Way and ending at the Arco Vinvale Terminal ("Pipeline No. 080"). These pipelines carry gasoline and diesel products. The pipelines have been in place since at least 1999. They have been operated over the years by several different oil and pipeline companies.

The City regulates the pipelines through franchise agreements that have a set term. Tesoro SoCal's most current franchise agreement had a five-year term that has expired. A new franchise agreement has been requested. Franchise agreements are issued via ordinances. The process and schedule to adopt an ordinance is listed below:

Action	Description	Date
1	Adopted Resolution 2020-03-CC declaring the intention to grant a franchise to Tesoro SoCal.	1/28/2020
2	Conducted a public hearing and introduced Ordinance No. 2020-01-CC granting a five-year franchise to Tesoro SoCal.	2/25/2020
3	Adopt Ordinance No. 2020-01-CC granting a five-year franchise to Tesoro SoCal.	3/10/2020

Accordingly, adoption of Ordinance No. 2020-01-CC is the next action required of the City Council to renew the franchise agreement.

Ordinance No. 2020-01-CC is otherwise identical to the current franchise agreement/ordinance, with highlights following:

- Identifies the term (five years), expiration date, and pipelines. Since the prior franchise agreement has expired, the new 5-year term will retroactively cover the period from February 27, 2019 to February 26, 2024.
- Directs that terms and conditions be in accordance with California Public Utilities Code Section 6201 and ordinance.
- Establishes liability insurance, bond and indemnity requirements.
- Sets the franchise payment, rules and requirements under which Tesoro SoCal franchise will be required to operate.
- Complies with the Section 51010 of the Government Code which assigns responsibility for pipeline safety to the State Fire Marshal.

Tesoro SoCal is regulated by the California Public Utilities Commission. Ordinance No. 2020-01-CC is in accordance with California Public Utilities Code Section 6201.

The California Government Code (Section 51010) authorizes the State Fire Marshal to inspect the pipelines. It is noted that the State Fire Marshal identified three violations in 2018 regarding the operations of these pipelines. The violations were in regards to inspections. Staff contacted the Division Chief of the Office of the State Fire Marshal on October 31, 2019 and was informed that the violations had since been corrected. Thus the pipelines are now in compliance with Federal, State laws and regulations regarding the maintenance and operation of the pipelines. Details of the violations are in the attached letter (See

Attachment D).

Compliance with CEQA: The pipelines in question are determined to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to section 15301 of the CEQA Guidelines. Section 15301 provides for an exemption of the proposed pipeline franchise, since it pertains to the operation of existing facilities, involving negligible or no expansion of an existing use.

- ATTACHMENTS:**
- A. Ordinance 2020-01-CC
 - B. Public Hearing Notice
 - C. Resolution No. 2020-03-CC
 - D. Letter from the Office of State Fire Marshall
 - E. Ordinance No. 2315
 - F. Location Map

KT:lc

ORDINANCE NO. 2020-01-CC

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

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, GRANTING A FIVE-YEAR FRANCHISE TO TESORO SOCIAL PIPELINE COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, COMMENCING RETROACTIVELY ON FEBRUARY 27, 2019, TO LAY AND USE PIPES, DITCHES, FLUMES, CONDUITS AND APPURTENANCES FOR TRANSMITTING AND DISTRIBUTING OIL OR PRODUCTS THEREOF, FOR ANY AND ALL PURPOSES IN, ALONG, ACROSS, UPON AND UNDER THE PUBLIC STREETS, WAYS, ALLEYS AND PLACES, AS THE SAME NOW OR MAY HEREAFTER EXIST, WITHIN THE CITY OF SOUTH GATE

WHEREAS, Tesoro SoCal Pipeline Company, LLC, a Delaware limited liability company ("Tesoro SoCal") requested, in accordance with California Public Utility Code Section 6231, that the City grant Tesoro SoCal a franchise for the use of two existing pipelines (the "Pipelines"): one is a 2,624 foot long, 8-inch diameter pipeline located beneath Southern Avenue and Garfield Avenue ("Pipeline No. 034"); the other is a 12,952 foot long, 12-inch diameter pipeline located beneath Garfield Avenue and Miller Way and ending at the Arco Vinvale Terminal located at 8601 Garfield Avenue ("Pipeline No. 080"); and

WHEREAS, the Pipelines have been in place since at least 1999 and have been operated between over the years by several different oil and pipeline companies under several franchises granted by the City of South Gate ("City"); and

WHEREAS, on August 11, 2009, the City Council adopted Ordinance No. 2264 granting an additional five year franchise renewal to BP West Coast Products, LLC ("BP"), to operate the Pipelines through and including February 26, 2014; and

WHEREAS, on May 14, 2013, the City executed a Letter of Consent authorizing the transfer by BP to Tesoro Refining and Marketing Company, LLC, a Colorado limited liability company ("Tesoro Refining"), or its affiliates, of the franchise granted by Ordinance No. 2264; and

WHEREAS, as a result of that Letter of Consent that franchise was transferred to Tesoro SoCal, a wholly-owned subsidiary of Tesoro Refining, and Tesoro SoCal has owned and operated the Pipelines since that time; and

WHEREAS, on August 26, 2014, the City Council adopted Ordinance No. 2315 to extend the franchise for an additional five years, from February 27, 2014 through and including February 26, 2019; and

WHEREAS, the franchise granted by Ordinance No. 2315 expired on February 26, 2019, and Tesoro SoCal wishes to enter into a new franchise with the City of South Gate relative to the Pipelines; and

WHEREAS, the City Council, pursuant to applicable federal, state and local law, is authorized to grant franchises within the City; and

WHEREAS, on February 6, 2020, a Notice of Public Hearing was published in the *Los Angeles Wave*, a newspaper meeting the statutory qualifications for publishing such notices; and

WHEREAS, on February 25, 2020, the City Council held a duly noticed Public Hearing to introduce an Ordinance granting a five-year term franchise to Tesoro SoCal; and

WHEREAS, on March 10, 2020, the City Council adopted Ordinance No. 2020-01-CC, granting a five-year term franchise to Tesoro SoCal, commencing retroactively on February 27, 2019;

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

SECTION 1: Definitions. Whenever in this Ordinance the words or phrases hereinafter in this section defined are used, it is intended that they shall have the respective meanings assigned to them in the following definitions (unless, in the given instance, the context wherein they are used shall clearly import a different meaning):

- A) The word "City" shall mean the City of South Gate, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.
- B) The word "Franchise" shall mean and include any authorization by the City to transmit and distribute thereof for any and all purposes under, along, across or upon the public street, ways, alleys, and places in the City by means of pipes and appurtenances for conducting, transporting, conveying, and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances for any and all purposes.
- C) The word "Grantee" shall mean Tesoro SoCal Pipeline Company LLC, a Delaware limited liability company, which is the entity to whom the Franchise contemplated in this Ordinance is granted, and its lawful successors or assigns.
- D) The phrase "Lay and Use" shall mean to lay, construct, excavate, erect, install, operate, maintain, use, repair, replace, relocate or remove.
- E) The phrase "Pipeline Franchise Ordinance" shall mean that certain pipeline franchise Ordinance adopted by the City Council of the City and codified at Chapters 13.02 through 13.18, inclusive, of the South Gate Municipal Code.

- F) The phrase "Pipelines and Appurtenances" shall mean one or more pipes and/or pipelines used for conducting, transporting, conveying and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances, together with any appurtenant or related appliance, attachment, cable, cathodic protective device, conduit, equipment, fitting, gauge, main, manhole, meter, pump, regulator, service, trap, valve, vault, vent or wire.
- G) The phrase "Street" shall mean the public streets, alleys and places within the City of South Gate as the same now or may hereafter exist, and in which the City has the opportunity to grant a franchise.

SECTION 2: Grant of Franchise. The right, privilege and franchise, subject to all terms and conditions contained in this Ordinance, and pursuant to the provisions of the Division 3, Chapter 2 of the California Public Utilities Code, known as the Franchise Act of 1937, is hereby granted to Grantee, to use a system of Pipelines and Appurtenances for the purpose of conducting, transporting, conveying and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances under and across the City's right-of-way upon the terms and conditions set forth in Section 3, below. The City acknowledges that the two Pipelines identified above have already been installed within the City of South Gate; the City expressly agrees that the right to install, operate, maintain, use, repair, replace, relocate and remove those Pipelines is included among the rights granted in this Ordinance as part of the Franchise.

SECTION 3: Conditions. The rights granted herein shall be subject to (a) the terms and conditions set forth in this Ordinance, and (b) construction of Pipelines and Appurtenances by the Grantee, at the Grantee's expense and at such time or times as directed by the City.

SECTION 4: Term. The Franchise shall be for a term of five (5) years commencing retroactively on February 27, 2019 and expiring on February 26, 2024, or until such earlier time that:

- A) The Franchise is voluntarily surrendered or abandoned by the Grantee, or assigned, transferred, sold or leased without the prior express written consent of the City, which assignment shall not be unreasonably withheld; or
- B) The State of California, the City, or some other municipal or public entity duly authorized by law shall purchase the Franchise area, as described in Section 1(B) by voluntary agreement, or shall condemn and take the Franchise area under the power of eminent domain; or the Franchise is forfeited by the Grantee due to the Grantee's noncompliance with the terms and conditions of the Franchise.
- C) The Grantee shall, within thirty (30) days after the passage of this Ordinance granting the Franchise, file with the City Clerk a written acceptance of the terms and conditions of this Ordinance: provided, however, that as to franchises granted to the United States of America, use will constitute acceptance.

SECTION 5: Insurance.

- A) On or before commencement of any franchise operations, the Grantee shall obtain or provide satisfactory evidence of having policies of liability and worker's compensation insurance from companies authorized to transact business in the State of California by the Insurance Commissioner of California as provided by Section 13.08.050 of Chapter 13.08, Division I of Title 13.
- B) The Grantee shall file with the City Clerk prior to commencement of any franchise operations, either certified copies of the policies or a certificate of insurance for each of the required policies executed by the company issuing the policy, certifying that the policy is in force and as provided by Section 13.08.050 of Chapter 13.08, Division I of Title 13.
- C) On or before the effective date of this Ordinance, Grantee shall file and thereafter at all times during the life of the Franchise keep on file with the City Clerk a corporate surety bond running to the City or public entity which may become entitled to the benefits herein reserved in the Franchise by virtue of future incorporations or annexations, in the penal sum of ten thousand dollars (\$10,000) or such other sum as may be specifically provided for in this Ordinance granting the Franchise, with surety to be approved by the City Attorney, conditioned that Grantee shall well and truly observe, fulfill and perform each condition of the Franchise and that in case of any breach of condition of the bond after thirty (30) days notice to cure has expired, the whole amount of the penal sum shall be deemed to be liquidated damages and shall be recoverable from the principal and sureties of the bond. If the bond is not to be filed prior to the effective date of this Ordinance, the award of the Franchise may be set aside and this Ordinance granting the Franchise repealed at any time prior to the filing of the bond and any money paid in consideration for the award of Franchise shall be deemed forfeited. In the event that the bond, after it has been so filed, shall at any time during the life of the Franchise, in the reasonable opinion of the City Attorney, becomes insufficient, the Grantee agrees to renew the bond, with sureties to be approved by the City Attorney, within thirty (30) days after written notice to do so from the City Attorney.
- D) As an alternate to the filing of a bond, the Grantee may deposit with the City Clerk and assign to the City savings and loan certificates or shares, or both, in the same amount as required on such bond.

SECTION 6: Fee. The Grantee shall pay to the City the following fees pursuant to the following requirements:

- A) An initial franchise fee of eleven thousand two hundred fifty five dollars (\$11,255.00) pursuant to Section 13.10.010 of Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code, prior to the adoption of this Ordinance.
- B) A base annual fee for times hereafter specified, in lawful money of the United States, as provided for in the Section 6231.5 of the California Public Utility Code, which annual fee shall be computed as follows;

1. The length of pipe expressed in feet located within the franchised area shall be multiplied by the applicable base rate, as adjusted pursuant to subdivision (d), in accordance with the following schedule:

Pipe size (internal diameter in inches)	Base rate per lineal foot
0-4	\$0.088
6	0.132
8	0.176
10	0.220
12	0.264
14	0.308
16	0.352
18	0.396
20	0.440
22	0.484
24	0.528
26	0.572
28	0.616
30	0.660

- C) For pipelines with an internal diameter not listed above, the fees shall be in the same Proportion to the fees of a 12-inch-diameter pipe as the diameter of the unlisted pipe is to 12 inches.
- D) The annual payment for each lineal foot of pipeline shall be computed and revised each calendar year as follows:
 1. The applicable base rate shall be multiplied by the Consumer Price Index for the Los Angeles County, as published by the United States Department of Labor, Office of Information for the month of September immediately preceding the month in which payment is due and payable, and divided by the Consumer Price Index for June 30, 1989, which is declared to be 128.7. Under no circumstances shall the multiplying factor be less than one.
 2. If the United States Department of Labor, Office of Information, discontinues the preparation or publication of a Consumer Price Index for the Los Angeles County, and if no translation table prepared by the Department of Labor is available so as to make those statistics which are then available applicable to the index of June 30, 1989, the municipality shall prescribe a rate of payment which shall, in its judgment, vary from the rates specified in this section in approximate proportion as commodity consumer prices then current vary from commodity consumer prices current in December 1988. On this point, the determination by the municipality shall be final and conclusive.

- E) Initial construction charges relative to any new Pipelines and Appurtenances laid during the term of the Franchise, shall be calculated at a rate of one hundred dollars (\$100) per mile, or fraction thereof, as provided at the time and in the amounts specified in Section 13.10.040 of Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code.
- F) Fees pursuant to Section 13.10.060 of the Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code and shall be due and payable annually during the term of the Franchise and subject to adjustment in accordance with paragraph B and D of Section 6, within three (3) months after the expiration of the calendar year. A rate of ten percent (10%) per annum, or fraction thereof beyond thirty (30) days after payment due date and following ten (10) days after receipt by Grantee of written notice of such delinquency, may be charged as additional consideration.
- G) Any neglect, omission or refusal by the Grantee to make any such payment as and when due, or to file any related statement, certification or verification as to the required payment reasonably required by the City, at the times or in the manner required herein and in the Pipeline Franchise Ordinance, shall be grounds for the declaration of a forfeiture of the Franchise and of all rights hereunder after thirty (30) days' notice to cure has expires as provided for in Section 12.
- H) The Grantee shall file with the City Clerk, within three (3) months after the expiration of the calendar year following the effective date of its Franchise, a verified statement setting forth in details the Grantee's computation of the annual fee which is payable for the preceding franchise payment period of the annual fee. Any neglect, omission or refusal by the Grantee to file the verified statement, or to pay the annual fee, at the times or in the manner herein provided, shall constitute grounds for the declaration of a forfeiture of this Franchise and of all rights of the Grantee hereunder.
- I) In the event of abandonment of facilities with the approval of the City as elsewhere in this Ordinance provided, or in the event of removal of such facilities by the Grantee, the payments otherwise due the City for occupancy of the roads or highways by such facilities shall be prorated for the calendar year in which such removal or abandonment occurs as of the end of the calendar month in which removed or abandoned.

SECTION 7: Plans. Within ninety (90) days following the date in which any Pipelines and Appurtenances have been laid or constructed under this Franchise, the Grantee shall file a plan or plans in such forms as may be required by the City's City Engineer showing the accurate location and size of all Pipelines and Appurtenances then in place within the Franchise Area, and shall, upon installation of any Pipelines and Appurtenances, or upon change or removal of all or any portion thereof, file a revised map or maps showing the location and size of all such additional, changed or removed Pipelines and Appurtenances as of that day.

SECTION 8: Additional Conditions. The Grantee of this Franchise shall:

- A) Construct, install, test, and maintain all Pipelines and Appurtenances in accordance with and in conformity with all City, County, State and Federal Ordinances, statutes, rules, regulations and other laws (whether now existing or hereafter adopted) applicable to the installation, location, use, maintenance and/or removal of the Pipelines and Appurtenances;
- B) Pay to the City, on demand, the cost of all repairs to public property made necessary by any operations of the Grantee under this Franchise, including restoring the Street to its original condition upon the removal of all or any portion of the Pipeline and Appurtenances, or upon the termination or non-renewal of the Franchise;
- C) Indemnify and hold harmless the City, its officers and employees from any and all liability for damages proximately resulting from the Grantee's acts or omissions under this Franchise; and be liable to the City for all damages proximately resulting from the failure of said Grantee well and faithfully to observe and perform each and every provision of this Franchise;
- D) Install, remove or relocate, at the request of the City and without expense to the City, any Pipelines and Appurtenances installed, used and maintained under this Franchise if and when made necessary by any lawful change of grade, alignment or width of the affected Street;
- E) Construct, install, use, operate, repair or modify any pipeline for the transportation of flammable or combustible liquids, in a manner prescribed by the California State Fire Marshall, and/or Chief of Los Angeles Fire Department in accordance with Chapter 13.14 Division 1, of the Title 13 of the South Gate Municipal Code; and
- F) Submit a written petition of franchise renewal to the City at least ninety (90) days prior to the expiration date.

SECTION 9: Permits. The Grantee shall obtain an excavation permit, and pay the applicable fee therefore, prior to commencing any excavation in the right of way. The Grantee may obtain an excavation permit by filing a set of excavation plans with the City Engineer, which plans shall be subject to the City Engineer's review and approval. The excavation plans shall show the location of the proposed excavation, as well as the location of all known existing pipes, sewers, conduits, improvements and other facilities in or under any Street or public property in which the franchise property is adequate description of the proposed work, including an estimate of the duration of the interference with any street traffic. The issuance of any excavation permit for the construction or installation of a pipeline for the transmission of flammable or combustible liquids, gases or hazardous materials, shall be as prescribed by the fire Chief of the Los Angeles County Fire Department in accordance with Chapter 13.14, Division 1, of Title 13 of the South Gate Municipal Code.

- A) Where it is necessary to lay underground pipes through, under or across any portion of a paved or macadamized street, such work, where practicable and economically feasible, shall be done by a tunnel or bore so as not to disturb the foundation of such paved or macadamized street. If the same cannot be done, or

if it is necessary to cut the street in order to access existing pipes and appurtenances, such work shall be done pursuant to an excavation permit, as provided in above paragraph, to be issued by the City Engineer upon application therefore.

- B) All work shall be subject to inspection by the City Engineer. All street coverings or openings, valves, vaults and manholes shall at all times be kept flush with the surface of the streets; provided, however, that vents for underground vaults and manholes may, subject to the prior approval of the City Engineer, extend above the surface of the streets when such vents are located in parkways, between the curb and the property line. The Grantee shall provide adequate traffic safety barriers, signs, devices and traffic safety warning equipment in accordance with City ordinances, rules or regulations, and shall comply with such additional safety measures as the City Engineer may direct.

SECTION 10: Emergency Equipment.

- A) The Grantee shall develop and maintain an emergency response plan, satisfactory to the City Engineer, which covers all franchise operations within the City. In general, an emergency response plan meeting the requirements of Federal and State law and containing the information contained in this section shall be acceptable. The emergency response plan shall include a 24-hour notification program and proof of arrangements capable of providing emergency response services, including but not limited to traffic control, street excavation, pipeline repair, and supplies and services as necessary, within two (2) hours of notification of any problem, and such other information as the City Engineer shall reasonably require. Repairs to a public street, alley or parkway shall be completed within seventy-two (72) hours unless otherwise authorized by the City Engineer. The City Engineer shall be notified ten (10) days in advance of any proposed change in such arrangements. Grantee's emergency response plan shall be submitted to the City Engineer within thirty (30) days after the effective date of the Franchise.
- B) Whenever any Pipeline or Appurtenance breaks or leaks so as to cause the release of oil or products thereof into the public right-of-way, Grantee, and any other person using or controlling the Pipeline or Appurtenance, shall immediately notify the City's Police Department and Public Works Department and shall implement precautionary safety measures including traffic control, system shutdown, valve closures, and public notification. In the event of an emergency which threatens life, health, safety or property, and where it is not possible to obtain an excavation permit prior to commencement of the work, the Grantee may commence such work; provided, however, that within seventy-two (72) hours thereafter the Grantee shall make application to the City Engineer for an excavation permit in accordance with the procedures specified herein. The City Engineer may impose conditions upon the issuance of the excavation permit, and all work shall be subject to inspection. Adequate traffic safety barriers shall be maintained at all times, and any damaged portion of the Street shall be restored to its original condition.

- C) If any portion of any Street is damaged by reason of defects in any of the Pipes and Appurtenances maintained or constructed by Grantee, or by reason of any other cause attributable to or arising from the operation of any Pipes and Appurtenances constructed or maintained by Grantee, the Grantee shall, at its sole cost and expense, immediately repair all damage and restore the Street to the condition existing before such damage occurred. All such work shall be done under the direction of the City Engineer, and to the reasonable satisfaction of the City Engineer. Grantee shall repair such damage and restore the Street within three (3) working days after written demand therefore by the City Engineer, or such other period as the City Engineer may authorize when required for the protection of the public health and safety.
- D) If the Grantee, after reasonable notice, fails or refuses to pave, surface, grade, repave, resurface or regrade as required by the provisions of this Franchise, the City may cause the work to be done and shall keep an itemized account of all costs, including reasonable administrative overhead expenses, within thirty (30) days after presentation to Grantee of an itemized account of such costs.

SECTION 11: Records.

- A) Grantee acknowledges that the City's records may not be complete and that Pipes and Appurtenances previously unknown to City are frequently discovered. Consequently, by granting this Franchise or by approving any excavation permit requested by Grantee, the City does not warrant the accuracy of information supplied to the Grantee by the City regarding the location or existence of other facilities. Nothing herein shall be deemed to make the City, or any officer, agent or employee of the City, responsible or liable to the Grantee or to any other person by virtue of the City's approval of excavation permits and/or plans, regardless of whether any information is supplied by the City to the Grantee pertaining to the location of existing pipes, facilities or other improvements on, in or under any Street or other public property.
- B) The Grantee shall keep and preserve, within the County of Los Angeles for a period of five (5) years, subsequent to the date of the most recent franchise fee determination as ascertained by an audit made by the City or on its behalf, all the records necessary to determine the amount of such franchise fee.
- C) At all reasonable times, the Grantee shall permit the City or its duly authorized representative, to examine all Pipelines and Appurtenances and to examine and transcribe any and all books, accounts, papers, maps, and other records kept or maintained by the Grantee or under its control and associated with the Pipelines and Appurtenances and/or the financial condition of the Grantee with respect thereto.

SECTION 12: Failure to Comply.

- A) If the Grantee shall fail, neglect or refuse to comply with any of the provisions or conditions of this Franchise, and shall not, within thirty (30) days after written demand for compliance, begin the work of compliance, or after commencing such

compliance shall fail to prosecute the same with due diligence to completion, then the City, acting by and through its legislative body, may declare this Franchise forfeited.

- B) In the event of noncompliance by the Grantee with any of the conditions hereof, the City may, in addition to all other remedies provided for herein, bring suit for the forfeiture or termination of this Franchise.

SECTION 13: Removal or abandonment of facilities.

- A) At the expiration, revocation or termination of this Franchise or of the permanent discontinuance of the use of all or a portion of its facilities, the Grantee shall, within thirty (30) days thereafter, make written application to the Director of Public Works for authority either to: (1) abandon all or a portion of such facilities in place; or (2) remove all or a portion of such facilities. Such application shall describe the facilities desired to be abandoned, their location with reference to City highways, and shall describe with reasonable accuracy the physical condition of such facilities. The Director of Public Works shall determine whether any abandonment or removal which is thereby proposed may be effected without detriment to the public interest and under what conditions such proposed abandonment or removal may be effected. He or she shall then notify the Grantee of his or her determinations.
- B) Within thirty (30) days after receipt of such notice, the Grantee shall apply for a permit from the Public Works Department to abandon or remove the facility.
- C) The Grantee shall, within ninety (90) days after obtaining such permit, commence and diligently prosecute to completion the work authorized by the permit.

SECTION 14: Effective Date. This Ordinance shall take effect on the thirty first (31st) day after its adoption.

[Remainder of page left blank intentionally.]

SECTION 15: Publication Expenses. The Grantee of this Franchise shall pay to the City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this Franchise; said payment to be made within thirty (30) days after the City shall have furnished said Grantee with a written statement of such expenses.

SECTION 16: Posting of Ordinance. 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 10th day of March, 2020.

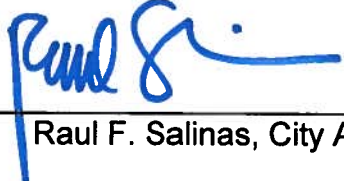
CITY OF SOUTH GATE:

By: _____
M. Belén Bernal, Mayor

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

JAN 30 2020

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 to introduce an Ordinance granting a five (5) year franchise to Tesoro SoCal Pipeline Company, LLC, to use, maintain, repair and replace a single pipeline beneath specified public streets, together with related appurtenances, for transmitting and distributing petroleum products.

Tesoro SoCal Pipeline Company, LLC, and its successors and assigns will, during the life of the franchise, pay to the City the percentage specified in the proposed Ordinance, that the percentage will be paid annually from the date of the granting of the franchise, and in the event such payment is not made the franchise will be forfeited. A copy of the proposed Ordinance can be reviewed in the City Clerk's office during normal business hours.

DATE: Tuesday, February 25, 2020
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 there testify or present evidence upon any matter relating thereto.

NOTICE IS HEREBY GIVEN by order of the City Clerk of said City and is dated January 30, 2020.


Carmen Avalos, City Clerk

Publication date: Thursday, February 6, 2020

Account Number: 100-701-31-6302

RESOLUTION NO. 2020-03-CC

**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 GRANT A FIVE-YEAR FRANCHISE RENEWAL TO TESORO SOCAL PIPELINE COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO LAY AND USE PIPES, DITCHES, FLUMES, CONDUITS AND APPURTENANCES FOR TRANSMITTING AND DISTRIBUTING OIL OR PRODUCTS THEREOF, FOR ANY AND ALL PURPOSES IN, ALONG, ACROSS, UPON AND UNDER THE PUBLIC STREETS, WAYS, ALLEYS AND PLACES, AS THE SAME NOW OR MAY HEREAFTER EXIST, WITHIN THE CITY OF SOUTH GATE, AND SCHEDULING A PUBLIC HEARING FOR FEBRUARY 25, 2020, TO CONSIDER THE INTRODUCTION OF AN ORDINANCE GRANTING THE PROPOSED FRANCHISE RENEWAL

WHEREAS, Tesoro SoCal Pipeline Company, LLC, a Delaware limited liability company ("Tesoro SoCal") has requested, in accordance with California Public Utility Code Section 6231, that the City grant Tesoro SoCal a franchise for the use of two existing pipelines (the "Pipelines"): one is a 2,624 foot long, 8-inch diameter pipeline located beneath Southern Avenue and Garfield Avenue ("Pipeline No. 034"); the other is a 1,155 foot long, 12-inch diameter pipeline located beneath Garfield Avenue and Miller Way and ending at the Arco Vinvale Terminal located at 8601 Garfield Avenue ("Pipeline No. 080"); and

WHEREAS, the Pipelines have been in place since at least 1999 and have been operated between over the years by several different oil and pipeline companies under several franchises granted by the City; and

WHEREAS, on August 11, 2009, the City Council adopted Ordinance No. 2264 granting an additional five-year franchise renewal to BP West Coast Products LLC ("BP"), to operate the Pipelines through and including February 26, 2014; and

WHEREAS, on May 14, 2013, the City executed a Letter of Consent authorizing the transfer by BP to Tesoro Refining and Marketing Company LLC, a Colorado limited liability company ("Tesoro Refining"), or its affiliates, of the franchise granted by Ordinance No. 2264; and

WHEREAS, as a result of that Letter of Consent that franchise was transferred to Tesoro SoCal, a wholly-owned subsidiary of Tesoro Refining, and Tesoro SoCal has owned and operated the Pipelines since that time; and

WHEREAS, On August 26, 2014, the City Council adopted Ordinance No. 2315 to extend the franchise for an additional five years, from February 27, 2014, through and including February 26, 2019; and

WHEREAS, Tesoro SoCal wishes to enter into a new franchise with the City of South Gate relative to the Pipelines for another five years; and

WHEREAS, before the City Council can award a franchise, California Public Utility Code Section 6232 *et seq.*, requires the City Council of the City of South Gate to adopt a Resolution declaring its intent to grant a franchise and to schedule a public hearing at which all persons having any objection to the granting thereof may appear before the City Council and be heard thereon;

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. In accordance with California Public Utility Code Section 6232 *et seq.*, the City Council of the City of South Gate declares its intent to grant a franchise renewal to Tesoro SoCal, for it to operate and maintain Pipeline No. 034 and Pipeline No. 080, for a period of 5 years, commencing retroactively on February 27, 2019 and expiring on February 26, 2024.

SECTION 3. The terms and conditions of the franchise will be in accordance with California Public Utilities Code Section 6201 *et seq.*, will be substantially similar to Ordinance No. 2264, and will set the franchise payment, the term, and the rules and requirements under which Tesoro SoCal franchise will be required to operate the Pipelines. A copy of the draft proposed Ordinance is attached hereto as Exhibit "A" to this Resolution.

[Remainder of page left blank intentionally.]

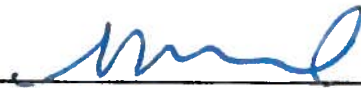
SECTION 4. The public hearing at which the City Council of the City of South Gate shall consider the introduction of an Ordinance granting the proposed franchise, at which the City Council shall hear objections, if any, will take place on February 25, 2020, at 6:30 PM, or as shortly thereafter as the schedule permits, in the City Council Chambers of City Hall, located at 8650 California Avenue, South Gate, CA 90280.

SECTION 5. 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*, a newspaper of general circulation within the City of South Gate; said publication to be completed not less than fifteen (15) days after the adoption of this Resolution.

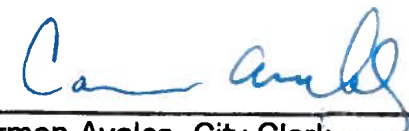
SECTION 6. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 28th day of January 2020.

CITY OF SOUTH GATE:

By: 
M. Belén Bernal, Mayor

ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

ORDINANCE NO. _____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, GRANTING A FIVE-YEAR FRANCHISE TO TESORO
SOCAL PIPELINE COMPANY LLC, A DELAWARE LIMITED LIABILITY
COMPANY, TO LAY AND USE PIPES, DITCHES, FLUMES, CONDUITS
AND APPURTENANCES FOR TRANSMITTING AND DISTRIBUTING
OIL OR PRODUCTS THEREOF, FOR ANY AND ALL PURPOSES IN,
ALONG, ACROSS, UPON AND UNDER THE PUBLIC STREETS,
WAYS, ALLEYS AND PLACES, AS THE SAME NOW OR MAY
HEREAFTER EXIST, WITHIN THE CITY OF SOUTH GATE**

WHEREAS, Tesoro SoCal Pipeline Company, LLC, a Delaware limited liability company ("Tesoro SoCal") requested, in accordance with California Public Utility Code Section 6231, that the City grant Tesoro SoCal a franchise for the use of two existing pipelines (the "Pipelines"): one is a 2,624 foot long, 8-inch diameter pipeline located beneath Southern Avenue and Garfield Avenue ("Pipeline No. 034"); the other is a 1,155 foot long, 12-inch diameter pipeline located beneath Garfield Avenue and Miller Way and ending at the Arco Vinvale Terminal located at 8601 Garfield Avenue ("Pipeline No. 080"); and

WHEREAS, the Pipelines have been in place since at least 1999 and have been operated between over the years by several different oil and pipeline companies under several franchises granted by the City; and

WHEREAS, on August 11, 2009, the City Council adopted Ordinance No. 2264 granting an additional five year franchise renewal to BP West Coast Products LLC ("BP"), to operate the Pipelines through and including February 26, 2014; and

WHEREAS, on May 14, 2013, the City executed a Letter of Consent authorizing the transfer by BP to Tesoro Refining and Marketing Company LLC, a Colorado limited liability company ("Tesoro Refining"), or its affiliates, of the franchise granted by Ordinance No. 2264; and

WHEREAS, as a result of that Letter of Consent that franchise was transferred to Tesoro SoCal, a wholly-owned subsidiary of Tesoro Refining, and Tesoro SoCal has owned and operated the Pipelines since that time; and

WHEREAS, On August 26, 2014, the City Council adopted Ordinance No. 2315 to extend the franchise for an additional five years, from February 27, 2014 through and including February 26, 2019; and

WHEREAS, the franchise granted by Ordinance No. 2315 expired on February 26, 2019, and Tesoro SoCal wishes to enter into a new franchise with the City of South Gate relative to the Pipelines; and

WHEREAS, the City Council, pursuant to applicable federal, state and local law, is authorized to grant franchises within the City of South Gate; and

WHEREAS, on February 6, 2020, a Notice of Public Hearing was published in the *Los Angeles Wave*, a newspaper meeting the statutory qualifications for publishing such notices; and

WHEREAS, on February 25, 2020, the City Council held a duly noticed Public Hearing to introduce an Ordinance granting a five-year term franchise to Tesoro SoCal ; and

WHEREAS, on March 10, 2020, the City Council adopted Ordinance No. _____, granting a five-year term franchise to Tesoro SoCal;

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

SECTION 1: Definitions. Whenever in this Ordinance the words or phrases hereinafter in this section defined are used, it is intended that they shall have the respective meanings assigned to them in the following definitions (unless, in the given instance, the context wherein they are used shall clearly import a different meaning):

- A) The word "**City**" shall mean the City of South Gate, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.
- B) The word "**Franchise**" shall mean and include any authorization by the City to transmit and distribute thereof for any and all purposes under, along, across or upon the public street, ways, alleys, and places in the City by means of pipes and appurtenances for conducting, transporting, conveying, and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances for any and all purposes.
- C) The word "**Grantee**" shall mean Tesoro SoCal Pipeline Company LLC, a Delaware limited liability company, which is the entity to whom the Franchise contemplated in this Ordinance is granted, and its lawful successors or assigns.
- D) The phrase "**Lay and Use**" shall mean to lay, construct, excavate, erect, install, operate, maintain, use, repair, replace, relocate or remove.
- E) The phrase "**Pipeline Franchise Ordinance**" shall mean that certain pipeline franchise Ordinance adopted by the City Council of the City and codified at Chapters 13.02 through 13.18, inclusive, of the South Gate Municipal Code.

- F) The phrase "**Pipelines and Appurtenances**" shall mean one or more pipes and/or pipelines used for conducting, transporting, conveying and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances, together with any appurtenant or related appliance, attachment, cable, cathodic protective device, conduit, equipment, fitting, gauge, main, manhole, meter, pump, regulator, service, trap, valve, vault, vent or wire.
- G) The phrase "**Street**" shall mean the public streets, alleys and places within the City of South Gate as the same now or may hereafter exist, and in which the City has the opportunity to grant a franchise.

SECTION 2: Grant of Franchise. The right, privilege and franchise, subject to all terms and conditions contained in this Ordinance, and pursuant to the provisions of the Division 3, Chapter 2 of the California Public Utilities Code, known as the Franchise Act of 1937, is hereby granted to Grantee, to use a system of Pipelines and Appurtenances for the purpose of conducting, transporting, conveying and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances under and across the City's right-of-way upon the terms and conditions set forth in Section 3, below. The City acknowledges that the two Pipelines identified above have already been installed within the City of South Gate; the City expressly agrees that the right to install, operate, maintain, use, repair, replace, relocate and remove those Pipelines is included among the rights granted in this Ordinance as part of the Franchise.

SECTION 3: Conditions. The rights granted herein shall be subject to (a) the terms and conditions set forth in this Ordinance, and (b) construction of Pipelines and Appurtenances by the Grantee, at the Grantee's expense and at such time or times as directed by the City.

SECTION 4: Term. The Franchise shall be for a term of five (5) years commencing retroactively on February 27, 2019 and expiring on February 26, 2024, or until such earlier time that:

- A) The Franchise is voluntarily surrendered or abandoned by the Grantee, or assigned, transferred, sold or leased without the prior express written consent of the City, which assignment shall not be unreasonably withheld; or
- B) The State of California, the City, or some other municipal or public entity duly authorized by law shall purchase the Franchise area, as described in Section 1(B) by voluntary agreement, or shall condemn and take the Franchise area under the power of eminent domain; or the Franchise is forfeited by the Grantee due to the Grantee's noncompliance with the terms and conditions of the Franchise.
- C) The Grantee shall, within thirty (30) days after the passage of this Ordinance granting the Franchise, file with the City Clerk a written acceptance of the terms and conditions of this Ordinance: provided, however, that as to franchises granted to the United States of America, use will constitute acceptance.

SECTION 5: Insurance.

- A) On or before commencement of any franchise operations, the Grantee shall obtain or provide satisfactory evidence of having policies of liability and worker's compensation insurance from companies authorized to transact business in the State of California by the Insurance Commissioner of California as provided by Section 13.08.050 of Chapter 13.08, Division I of Title 13.
- B) The Grantee shall file with the City Clerk prior to commencement of any franchise operations, either certified copies of the policies or a certificate of insurance for each of the required policies executed by the company issuing the policy, certifying that the policy is in force and as provided by Section 13.08.050 of Chapter 13.08, Division I of Title 13.
- C) On or before the effective date of this Ordinance, Grantee shall file and thereafter at all times during the life of the Franchise keep on file with the City Clerk a corporate surety bond running to the City or public entity which may become entitled to the benefits herein reserved in the Franchise by virtue of future incorporations or annexations, in the penal sum of ten thousand dollars (\$10,000) or such other sum as may be specifically provided for in this Ordinance granting the Franchise, with surety to be approved by the City Attorney, conditioned that Grantee shall well and truly observe, fulfill and perform each condition of the Franchise and that in case of any breach of condition of the bond after thirty (30) days notice to cure has expired, the whole amount of the penal sum shall be deemed to be liquidated damages and shall be recoverable from the principal and sureties of the bond. If the bond is not to be filed prior to the effective date of this Ordinance, the award of the Franchise may be set aside and this Ordinance granting the Franchise repealed at any time prior to the filing of the bond and any money paid in consideration for the award of Franchise shall be deemed forfeited. In the event that the bond, after it has been so filed, shall at any time during the life of the Franchise, in the reasonable opinion of the City Attorney, becomes insufficient, the Grantee agrees to renew the bond, with sureties to be approved by the City Attorney, within thirty (30) days after written notice to do so from the City Attorney.
- D) As an alternate to the filing of a bond, the Grantee may deposit with the City Clerk and assign to the City savings and loan certificates or shares, or both, in the same amount as required on such bond.

SECTION 6: Fee. The Grantee shall pay to the City the following fees pursuant to the following requirements:

- A) An initial franchise fee of eleven thousand two hundred fifty five dollars (\$11,255.00) pursuant to Section 13.10.010 of Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code, prior to the adoption of this Ordinance.
- B) A base annual fee for times hereafter specified, in lawful money of the United States, as provided for in the Section 6231.5 of the California Public Utility Code, which annual fee shall be computed as follows;

1. The length of pipe expressed in feet located within the franchised area shall be multiplied by the applicable base rate, as adjusted pursuant to subdivision (d), in accordance with the following schedule:

Pipe size (internal diameter in inches)	Base rate per lineal foot
0-4	\$0.088
6	0.132
8	0.176
10	0.220
12	0.264
14	0.308
16	0.352
18	0.396
20	0.440
22	0.484
24	0.528
26	0.572
28	0.616
30	0.660

- C) For pipelines with an internal diameter not listed above, the fees shall be in the same Proportion to the fees of a 12-inch-diameter pipe as the diameter of the unlisted pipe is to 12 inches.
- D) The annual payment for each lineal foot of pipeline shall be computed and revised each calendar year as follows:
 - (a) The applicable base rate shall be multiplied by the Consumer Price Index for the Los Angeles County, as published by the United States Department of Labor, Office of Information for the month of September immediately preceding the month in which payment is due and payable, and divided by the Consumer Price Index for June 30, 1989, which is declared to be 128.7. Under no circumstances shall the multiplying factor be less than one.
 - (b) If the United States Department of Labor, Office of Information, discontinues the preparation or publication of a Consumer Price Index for the Los Angeles County, and if no translation table prepared by the Department of Labor is available so as to make those statistics which are then available applicable to the index of June 30, 1989, the municipality shall prescribe a rate of payment which shall, in its judgment, vary from the rates specified in this section in approximate proportion as commodity consumer prices then current vary from commodity consumer prices current in December 1988. On this point, the determination by the municipality shall be final and conclusive.

- E) Initial construction charges relative to any new Pipelines and Appurtenances laid during the term of the Franchise, shall be calculated at a rate of one hundred dollars (\$100) per mile, or fraction thereof, as provided at the time and in the amounts specified in Section 13.10.040 of Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code.
- F) Fees pursuant to Section 13.10.060 of the Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code and shall be due and payable annually during the term of the Franchise and subject to adjustment in accordance with paragraph B and D of Section 6, within three (3) months after the expiration of the calendar year. A rate of ten percent (10%) per annum, or fraction thereof beyond thirty (30) days after payment due date and following ten (10) days after receipt by Grantee of written notice of such delinquency, may be charged as additional consideration.
- G) Any neglect, omission or refusal by the Grantee to make any such payment as and when due, or to file any related statement, certification or verification as to the required payment reasonably required by the City, at the times or in the manner required herein and in the Pipeline Franchise Ordinance, shall be grounds for the declaration of a forfeiture of the Franchise and of all rights hereunder after thirty (30) days' notice to cure has expires as provided for in Section 12.
- H) The Grantee shall file with the City Clerk, within three (3) months after the expiration of the calendar year following the effective date of its Franchise, a verified statement setting forth in details the Grantee's computation of the annual fee which is payable for the preceding franchise payment period of the annual fee. Any neglect, omission or refusal by the Grantee to file the verified statement, or to pay the annual fee, at the times or in the manner herein provided, shall constitute grounds for the declaration of a forfeiture of this Franchise and of all rights of the Grantee hereunder.
- I) In the event of abandonment of facilities with the approval of the City as elsewhere in this Ordinance provided, or in the event of removal of such facilities by the Grantee, the payments otherwise due the City for occupancy of the roads or highways by such facilities shall be prorated for the calendar year in which such removal or abandonment occurs as of the end of the calendar month in which removed or abandoned.

SECTION 7: Plans. Within ninety (90) days following the date in which any Pipelines and Appurtenances have been laid or constructed under this Franchise, the Grantee shall file a plan or plans in such forms as may be required by the City's City Engineer showing the accurate location and size of all Pipelines and Appurtenances then in place within the Franchise Area, and shall, upon installation of any Pipelines and Appurtenances, or upon change or removal of all or any portion thereof, file a revised map or maps showing the location and size of all such additional, changed or removed Pipelines and Appurtenances as of that day.

SECTION 8: Additional Conditions. The Grantee of this Franchise shall:

- A) Construct, install, test, and maintain all Pipelines and Appurtenances in accordance with and in conformity with all City, County, State and Federal Ordinances, statutes, rules, regulations and other laws (whether now existing or hereafter adopted) applicable to the installation, location, use, maintenance and/or removal of the Pipelines and Appurtenances;
- B) Pay to the City, on demand, the cost of all repairs to public property made necessary by any operations of the Grantee under this Franchise, including restoring the Street to its original condition upon the removal of all or any portion of the Pipeline and Appurtenances, or upon the termination or non-renewal of the Franchise;
- C) Indemnify and hold harmless the City, its officers and employees from any and all liability for damages proximately resulting from the Grantee's acts or omissions under this Franchise; and be liable to the City for all damages proximately resulting from the failure of said Grantee well and faithfully to observe and perform each and every provision of this Franchise;
- D) Install, remove or relocate, at the request of the City and without expense to the City, any Pipelines and Appurtenances installed, used and maintained under this Franchise if and when made necessary by any lawful change of grade, alignment or width of the affected Street;
- E) Construct, install, use, operate, repair or modify any pipeline for the transportation of flammable or combustible liquids, in a manner prescribed by the California State Fire Marshall, and/or Chief of Los Angeles Fire Department in accordance with Chapter 13.14 Division 1, of the Title 13 of the South Gate Municipal Code; and
- F) Submit a written petition of franchise renewal to the City at least ninety (90) days prior to the expiration date.

SECTION 9: Permits. The Grantee shall obtain an excavation permit, and pay the applicable fee therefore, prior to commencing any excavation in the right of way. The Grantee may obtain an excavation permit by filing a set of excavation plans with the City Engineer, which plans shall be subject to the City Engineer's review and approval. The excavation plans shall show the location of the proposed excavation, as well as the location of all known existing pipes, sewers, conduits, improvements and other facilities in or under any Street or public property in which the franchise property is adequate description of the proposed work, including an estimate of the duration of the interference with any street traffic. The issuance of any excavation permit for the construction or installation of a pipeline for the transmission of flammable or combustible liquids, gases or hazardous materials, shall be as prescribed by the fire Chief of the Los Angeles County Fire Department in accordance with Chapter 13.14, Division 1, of Title 13 of the South Gate Municipal Code.

- A) Where it is necessary to lay underground pipes through, under or across any portion of a paved or macadamized street, such work, where practicable and economically feasible, shall be done by a tunnel or bore so as not to disturb the foundation of such paved or macadamized street. If the same cannot be done, or

if it is necessary to cut the street in order to access existing pipes and appurtenances, such work shall be done pursuant to an excavation permit, as provided in above paragraph, to be issued by the City Engineer upon application therefore.

- B) All work shall be subject to inspection by the City Engineer. All street coverings or openings, valves, vaults and manholes shall at all times be kept flush with the surface of the streets; provided, however, that vents for underground vaults and manholes may, subject to the prior approval of the City Engineer, extend above the surface of the streets when such vents are located in parkways, between the curb and the property line. The Grantee shall provide adequate traffic safety barriers, signs, devices and traffic safety warning equipment in accordance with City ordinances, rules or regulations, and shall comply with such additional safety measures as the City Engineer may direct.

SECTION 10: Emergency Equipment.

- A) The Grantee shall develop and maintain an emergency response plan, satisfactory to the City Engineer, which covers all franchise operations within the City. In general, an emergency response plan meeting the requirements of Federal and State law and containing the information contained in this section shall be acceptable. The emergency response plan shall include a 24-hour notification program and proof of arrangements capable of providing emergency response services, including but not limited to traffic control, street excavation, pipeline repair, and supplies and services as necessary, within two (2) hours of notification of any problem, and such other information as the City Engineer shall reasonably require. Repairs to a public street, alley or parkway shall be completed within seventy-two (72) hours unless otherwise authorized by the City Engineer. The City Engineer shall be notified ten (10) days in advance of any proposed change in such arrangements. Grantee's emergency response plan shall be submitted to the City Engineer within thirty (30) days after the effective date of the Franchise.
- B) Whenever any Pipeline or Appurtenance breaks or leaks so as to cause the release of oil or products thereof into the public right-of-way, Grantee, and any other person using or controlling the Pipeline or Appurtenance, shall immediately notify the City's Police Department and Public Works Department and shall implement precautionary safety measures including traffic control, system shutdown, valve closures, and public notification. In the event of an emergency which threatens life, health, safety or property, and where it is not possible to obtain an excavation permit prior to commencement of the work, the Grantee may commence such work; provided, however, that within seventy-two (72) hours thereafter the Grantee shall make application to the City Engineer for an excavation permit in accordance with the procedures specified herein. The City Engineer may impose conditions upon the issuance of the excavation permit, and all work shall be subject to inspection. Adequate traffic safety barriers shall be maintained at all times, and any damaged portion of the Street shall be restored to its original condition.

- C) If any portion of any Street is damaged by reason of defects in any of the Pipes and Appurtenances maintained or constructed by Grantee, or by reason of any other cause attributable to or arising from the operation of any Pipes and Appurtenances constructed or maintained by Grantee, the Grantee shall, at its sole cost and expense, immediately repair all damage and restore the Street to the condition existing before such damage occurred. All such work shall be done under the direction of the City Engineer, and to the reasonable satisfaction of the City Engineer. Grantee shall repair such damage and restore the Street within three (3) working days after written demand therefore by the City Engineer, or such other period as the City Engineer may authorize when required for the protection of the public health and safety.
- D) If the Grantee, after reasonable notice, fails or refuses to pave, surface, grade, repave, resurface or regrade as required by the provisions of this Franchise, the City may cause the work to be done and shall keep an itemized account of all costs, including reasonable administrative overhead expenses, within thirty (30) days after presentation to Grantee of an itemized account of such costs.

SECTION 11: Records.

- A) Grantee acknowledges that the City's records may not be complete and that Pipes and Appurtenances previously unknown to City are frequently discovered. Consequently, by granting this Franchise or by approving any excavation permit requested by Grantee, the City does not warrant the accuracy of information supplied to the Grantee by the City regarding the location or existence of other facilities. Nothing herein shall be deemed to make the City, or any officer, agent or employee of the City, responsible or liable to the Grantee or to any other person by virtue of the City's approval of excavation permits and/or plans, regardless of whether any information is supplied by the City to the Grantee pertaining to the location of existing pipes, facilities or other improvements on, in or under any Street or other public property.
- B) The Grantee shall keep and preserve, within the County of Los Angeles for a period of five (5) years, subsequent to the date of the most recent franchise fee determination as ascertained by an audit made by the City or on its behalf, all the records necessary to determine the amount of such franchise fee.
- C) At all reasonable times, the Grantee shall permit the City or its duly authorized representative, to examine all Pipelines and Appurtenances and to examine and transcribe any and all books, accounts, papers, maps, and other records kept or maintained by the Grantee or under its control and associated with the Pipelines and Appurtenances and/or the financial condition of the Grantee with respect thereto.

SECTION 12: Failure to Comply.

- A) If the Grantee shall fail, neglect or refuse to comply with any of the provisions or conditions of this Franchise, and shall not, within thirty (30) days after written demand for compliance, begin the work of compliance, or after commencing such

compliance shall fail to prosecute the same with due diligence to completion, then the City, acting by and through its legislative body, may declare this Franchise forfeited.

- B) In the event of noncompliance by the Grantee with any of the conditions hereof, the City may, in addition to all other remedies provided for herein, bring suit for the forfeiture or termination of this Franchise.

SECTION 13: Removal or abandonment of facilities.

- A) At the expiration, revocation or termination of this Franchise or of the permanent discontinuance of the use of all or a portion of its facilities, the Grantee shall, within thirty (30) days thereafter, make written application to the Director of Public Works for authority either to: (1) abandon all or a portion of such facilities in place; or (2) remove all or a portion of such facilities. Such application shall describe the facilities desired to be abandoned, their location with reference to City highways, and shall describe with reasonable accuracy the physical condition of such facilities. The Director of Public Works shall determine whether any abandonment or removal which is thereby proposed may be effected without detriment to the public interest and under what conditions such proposed abandonment or removal may be effected. He or she shall then notify the Grantee of his or her determinations.
- B) Within thirty (30) days after receipt of such notice, the Grantee shall apply for a permit from the Public Works Department to abandon or remove the facility.
- C) The Grantee shall, within ninety (90) days after obtaining such permit, commence and diligently prosecute to completion the work authorized by the permit.

SECTION 14: Effective Date. This Ordinance shall take effect on the thirty first (31st) day after its adoption.

[Remainder of page left blank intentionally.]

SECTION 15: Publication Expenses. The Grantee of this Franchise shall pay to the City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this Franchise; said payment to be made within thirty (30) days after the City shall have furnished said Grantee with a written statement of such expenses.

SECTION 16: Posting of Ordinance. 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 10th day of March, 2020.

CITY OF SOUTH GATE:

By: _____
M. Belén Bernal, Mayor

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney


RESOLUTION CERTIFICATION PAGE

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

I, Carmen Avalos, City Clerk of the City of South Gate, California, hereby certify that the whole number of Members of the City Council of said City is five; that Resolution No. 2020-03-CC was adopted by the City Council at their Regular Meeting held on January 28, 2020, by the following vote:

Ayes: Council Members: Bernal, Davila, De Witt and Rios
Noes: Council Members: None
Absent: Council Members: Diaz
Abstain: Council Members: None

Witness my hand and the seal of said City on February 12, 2020.



Carmen Avalos, City Clerk
City of South Gate, California

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944248
SACRAMENTO, CA 94244-2480
(916) 568-3800
Website: www.fire.ca.gov



November 13, 2019

Mr. Kenneth Tang, P.E.
Senior Civil Engineer
City of Southgate
8650 California Avenue
South Gate, CA 90280

**RE: Tesoro Logistics Operations, LLC - Southern California – Lines 34 and 80
(OSFM Line IDs 0114 and 0127)**

Dear Mr. Tang,

Tesoro Logistics Operations, LLC - Southern California operates the following pipelines within the City of Southgate:

- Line #34 (Segments A,C,E and F) – (OSFM Line ID #0114) runs from the LA Refinery in Carson to Vinvale Logistics Facility in South Gate. The total length of the pipeline under OSFM jurisdiction is approximately 17.67 miles and the pipeline consists of 6 and 8 inches in diameter. In Southgate, the pipeline is located along Southern Avenue and Garfield Avenue. The pipeline carries non-highly volatile liquid refined products.
- Line #80 (Segments A and F) - (OSFM Line ID #0127) runs from the LA Refinery in Carson to Vinvale Logistics Facility in South Gate. The total length of the pipeline under OSFM jurisdiction is approximately 13.71 miles and the pipeline consist of 10 and 12 inches in diameter. In Southgate, the pipeline runs within private rights-of-way, within the Union Pacific rights-of-way, and along Miller Way and Garfield Avenue. The pipeline carries non-highly volatile liquid refined products.

A CAL FIRE - Office of the State Fire Marshal (OSFM), Pipeline Safety Division completed an inspection of OSFM Line ID #0114 in June 2018 and identified the following violation of state or federal laws and regulations:

- Tesoro failed to inspect the surface conditions on the OSFM Line ID #0114 pipeline rights-of-way at intervals not exceeding 3 weeks as required by 49 C.F.R, Part 195.412(a). Records reviewed by the OSFM during the inspection indicated that Tesoro inspected the surface conditions of OSFM Line ID #0114 on 5/12/2017 and

6/09/2017, exceeding the maximum interval by 7 days. This violation has been closed.

The following violation was also identified at the company level in November 2018:

- Tesoro failed to identify all breakout tanks that could affect a high consequence area in its integrity management program as required by 49 C.F.R Part 195.452(f)(1). An amended procedure was reviewed by the OSFM. This violation has been closed.

Additionally, the following probable violation was identified at the company level in November 2018:

- In their 2017 Pipeline Risk Analysis (dated April 5, 2018), Tesoro failed to demonstrate that the most accurate available data was used to represent pipeline characteristics in the analysis of different segments. Tesoro is in non-compliance with 49 C.F.R, Part 195.452 (g) because it failed to integrate all available information about the integrity of the pipeline. This violation has been closed.

No violations were identified on OSFM Line ID #0127 at the time of inspection.

State and federal pipeline regulations require each pipeline operator to continually assess the pipeline integrity at established time intervals. The OSFM records indicate that Tesoro Logistics Operations, LLC - Southern California Line #34 (OSFM Line ID #0114) was last hydrostatically tested/internally inspected in September 2019. Line #80 (OSFM Line ID #0127) was last hydrostatically tested/internally inspected in July 2015.

If you have any questions regarding inspections of this operator, please contact the OSFM, Pipeline Safety Division at (562) 497-0350.

Sincerely,



HUY NGUYEN

Supervising Pipeline Safety Engineer

ORDINANCE NO. 2315

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE GRANTING A FIVE (5) YEAR FRANCHISE TO TESORO SOCIAL PIPELINE COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO LAY AND USE PIPES, DITCHES, FLUMES, CONDUITS AND APPURTENANCES FOR TRANSMITTING AND DISTRIBUTING OIL OR PRODUCTS THEREOF, FOR ANY AND ALL PURPOSES IN, ALONG, ACROSS, UPON AND UNDER THE PUBLIC STREETS, WAYS, ALLEYS AND PLACES, AS THE SAME NOW OR MAY HEREAFTER EXIST, WITHIN THE CITY OF SOUTH GATE

WHEREAS, Tesoro SoCal Pipeline Company, LLC, a Delaware limited liability company ("Tesoro SoCal") has requested, in accordance with California Public Utility Code Section 6231, that the City grant Tesoro SoCal a franchise for the use of two existing pipelines (the "Pipelines"): one is a 2,624 foot long, 8-inch diameter pipeline located beneath Southern Avenue and Garfield Avenue ("Pipeline No. 034"); the other is a 1,155 foot long, 12-inch diameter pipeline located beneath Garfield Avenue and Miller Way and ending at the Arco Vinvale Terminal located at 8601 Garfield Avenue ("Pipeline No. 080"); and

WHEREAS, the Pipelines have been in place since at least 1999 and have been operated between then and now by several different oil and pipeline companies under several franchises granted by the City; and

WHEREAS, the most recent such franchise pertaining to the Pipelines was granted on August 11, 2009, when the City Council adopted Ordinance No. 2264 granting an additional 5 year franchise renewal to BP West Coast Products LLC ("BP"), to operate the Pipelines; and

WHEREAS, on May 14, 2013, the City executed a Letter of Consent authorizing the transfer by BP to Tesoro Refining and Marketing Company LLC, a Colorado limited liability company ("Tesoro Refining"), or its affiliates, of the franchise granted by Ordinance No. 2264; and

WHEREAS, as a result of that Letter of Consent that franchise was transferred to Tesoro SoCal, a wholly-owned subsidiary of Tesoro Refining, and Tesoro SoCal has owned and operated the Pipelines since that time; and

WHEREAS, the franchise granted by Ordinance No. 2264 expired on February 26, 2014, and Tesoro SoCal wishes to enter into a new franchise agreement with the City of South Gate relative to the Pipelines; and

WHEREAS, the City of South Gate, pursuant to applicable federal, state and local law, is authorized to grant franchises within the City of South Gate; and

WHEREAS, on July 08, 2014, the City Council adopted Resolution No. 7617 declaring its intention to grant a franchise to Tesoro SoCal; and

WHEREAS, after proper notice the City Council of the City of South Gate has conducted a public hearing regarding the granting of such franchise; and

WHEREAS, on July 17, 2014, a Notice of Public Hearing was published in *The Press*, a newspaper meeting the statutory qualifications for publishing such notices; and

WHEREAS, on August 12, 2014, following a public hearing, the City Council introduced Ordinance No. 2315.

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

SECTION 1: Definitions. Whenever in this Ordinance the words or phrases hereinafter in this section defined are used, it is intended that they shall have the respective meanings assigned to them in the following definitions (unless, in the given instance, the context wherein they are used shall clearly import a different meaning):

- A) The word "**City**" shall mean the City of South Gate, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.
- B) The word "**Franchise**" shall mean and include any authorization by the City to transmit and distribute thereof for any and all purposes under, along, across or upon the public street, ways, alleys, and places in the City by means of pipes and appurtenances for conducting, transporting, conveying, and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances for any and all purposes.
- C) The word "**Grantee**" shall mean Tesoro SoCal Pipeline Company LLC, a Delaware limited liability company, which is the entity to whom the Franchise contemplated in this Ordinance is granted, and its lawful successors or assigns.
- D) The phrase "**Lay and Use**" shall mean to lay, construct, excavate, erect, install, operate, maintain, use, repair, replace, relocate or remove.
- E) The phrase "**Pipeline Franchise Ordinance**" shall mean that certain pipeline franchise Ordinance adopted by the City Council of the City and codified at Chapters 13.02 through 13.18, inclusive, of the South Gate Municipal Code.
- F) The phrase "**Pipelines and Appurtenances**" shall mean one or more pipes and/or pipelines used for conducting, transporting, conveying and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances, together with any appurtenant or related

appliance, attachment, cable, cathodic protective device, conduit, equipment, fitting, gauge, main, manhole, meter, pump, regulator, service, trap, valve, vault, vent or wire.

- G) The phrase "**Street**" shall mean the public streets, alleys and places within the City of South Gate as the same now or may hereafter exist, and in which the City has the opportunity to grant a franchise.

SECTION 2: Grant of Franchise. The right, privilege and franchise, subject to all terms and conditions contained in this Ordinance, and pursuant to the provisions of the Division 3, Chapter 2 of the California Public Utilities Code, known as the Franchise Act of 1937, is hereby granted to Grantee, to use a system of Pipelines and Appurtenances for the purpose of conducting, transporting, conveying and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances under and across the City's right-of-way upon the terms and conditions set forth in Section 3, below. The City acknowledges that the two Pipelines identified above have already been installed within the City of South Gate; the City expressly agrees that the right to install, operate, maintain, use, repair, replace, relocate and remove those Pipelines is included among the rights granted in this Ordinance as part of the Franchise.

SECTION 3: Conditions. The rights granted herein shall be subject to (a) the terms and conditions set forth in this Ordinance, and (b) construction of Pipelines and Appurtenances by the Grantee, at the Grantee's expense and at such time or times as directed by the City.

SECTION 4: Term. The Franchise shall be for a term of five (5) years commencing February 27, 2014 (immediately following the expiration of Grantor's prior Franchise for Pipeline No. 034 and Pipeline No. 080) and expiring February 26, 2019, or until such earlier time that:

- A) The Franchise is voluntarily surrendered or abandoned by the Grantee, or assigned, transferred, sold or leased without the prior express written consent of the City, which assignment shall not be unreasonably withheld; or
- B) The State of California, the City, or some other municipal or public entity duly authorized by law shall purchase the Franchise area, as described in Section 1(B) by voluntary agreement, or shall condemn and take the Franchise area under the power of eminent domain; or the Franchise is forfeited by the Grantee due to the Grantee's noncompliance with the terms and conditions of the Franchise.
- C) The Grantee shall, within thirty (30) days after the passage of this Ordinance granting the Franchise, file with the City Clerk a written acceptance of the terms and conditions of this Ordinance: provided, however, that as to franchises granted to the United States of America, use will constitute acceptance.

SECTION 5: Insurance

- A) On or before commencement of any franchise operations, the Grantee shall obtain or provide satisfactory evidence of having policies of liability and worker's compensation insurance from companies authorized to transact business in the State of California by the Insurance Commissioner of California as provided by Section 13.08.050 of Chapter 13.08, Division I of Title 13.
- B) The Grantee shall file with the City Clerk prior to commencement of any franchise operations, either certified copies of the policies or a certificate of insurance for each of the required policies executed by the company issuing the policy, certifying that the policy is in force and as provided by Section 13.08.050 of Chapter 13.08, Division I of Title 13.
- C) On or before the effective date of this Ordinance, Grantee shall file and thereafter at all times during the life of the Franchise keep on file with the City Clerk a corporate surety bond running to the City or public entity which may become entitled to the benefits herein reserved in the Franchise by virtue of future incorporations or annexations, in the penal sum of ten thousand dollars (\$10,000) or such other sum as may be specifically provided for in this Ordinance granting the Franchise, with surety to be approved by the City Attorney, conditioned that Grantee shall well and truly observe, fulfill and perform each condition of the Franchise and that in case of any breach of condition of the bond after thirty (30) days notice to cure has expired, the whole amount of the penal sum shall be deemed to be liquidated damages and shall be recoverable from the principal and sureties of the bond. If the bond is not to be filed prior to the effective date of this Ordinance, the award of the Franchise may be set aside and this Ordinance granting the Franchise repealed at any time prior to the filing of the bond and any money paid in consideration for the award of Franchise shall be deemed forfeited. In the event that the bond, after it has been so filed, shall at any time during the life of the Franchise, in the reasonable opinion of the City Attorney, becomes insufficient, the Grantee agrees to renew the bond, with sureties to be approved by the City Attorney, within thirty (30) days after written notice to do so from the City Attorney.
- D) As an alternate to the filing of a bond, the Grantee may deposit with the City Clerk and assign to the City savings and loan certificates or shares, or both, in the same amount as required on such bond.

SECTION 6: Fee. The Grantee shall pay to the City the following fees pursuant to the following requirements:

- A) An initial franchise fee of eleven thousand two hundred fifty five dollars (\$11,255.00) pursuant to Section 13.10.010 of Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code, prior to the adoption of this Ordinance.
- B) A base annual fee for times hereafter specified, in lawful money of the United States, as provided for in the Section 6231.5 of the California Public Utility Code, which annual fee shall be computed as follows;

1. The length of pipe expressed in feet located within the franchised area shall be multiplied by the applicable base rate, as adjusted pursuant to subdivision (d), in accordance with the following schedule:

Pipe size (internal diameter in inches)	Base rate per lineal foot
0-4	\$0.088
6	0.132
8	0.176
10	0.220
12	0.264
14	0.308
16	0.352
18	0.396
20	0.440
22	0.484
24	0.528
26	0.572
28	0.616
30	0.660

- C) For pipelines with an internal diameter not listed above, the fees shall be in the same Proportion to the fees of a 12-inch-diameter pipe as the diameter of the unlisted pipe is to 12 inches.
- D) The annual payment for each lineal foot of pipeline shall be computed and revised each calendar year as follows:
 - (a) The applicable base rate shall be multiplied by the Consumer Price Index for the Los Angeles County, as published by the United States Department of Labor, Office of Information for the month of September immediately preceding the month in which payment is due and payable, and divided by the Consumer Price Index for June 30, 1989, which is declared to be 128.7. Under no circumstances shall the multiplying factor be less than one.
 - (b) If the United States Department of Labor, Office of Information, discontinues the preparation or publication of a Consumer Price Index for the Los Angeles County, and if no translation table prepared by the Department of Labor is available so as to make those statistics which are then available applicable to the index of June 30, 1989, the municipality shall prescribe a rate of payment which shall, in its judgment, vary from the rates specified in this section in approximate proportion as commodity consumer prices then current vary from commodity consumer prices current in December 1988. On this point, the determination by the municipality shall be final and conclusive.

- E) Initial construction charges relative to any new Pipelines and Appurtenances laid during the term of the Franchise, shall be calculated at a rate of one hundred dollars (\$100) per mile, or fraction thereof, as provided at the time and in the amounts specified in Section 13.10.040 of Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code.
- F) Fees pursuant to Section 13.10.060 of the Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code and shall be due and payable annually during the term of the Franchise and subject to adjustment in accordance with paragraph B and D of Section 6, within three (3) months after the expiration of the calendar year. A rate of ten percent (10%) per annum, or fraction thereof beyond thirty (30) days after payment due date and following ten (10) days after receipt by Grantee of written notice of such delinquency, may be charged as additional consideration.
- G) Any neglect, omission or refusal by the Grantee to make any such payment as and when due, or to file any related statement, certification or verification as to the required payment reasonably required by the City, at the times or in the manner required herein and in the Pipeline Franchise Ordinance, shall be grounds for the declaration of a forfeiture of the Franchise and of all rights hereunder after thirty (30) days' notice to cure has expires as provided for in Section 12.
- H) The Grantee shall file with the City Clerk, within three (3) months after the expiration of the calendar year following the effective date of its Franchise, a verified statement setting forth in details the Grantee's computation of the annual fee which is payable for the preceding franchise payment period of the annual fee. Any neglect, omission or refusal by the Grantee to file the verified statement, or to pay the annual fee, at the times or in the manner herein provided, shall constitute grounds for the declaration of a forfeiture of this Franchise and of all rights of the Grantee hereunder.
- I) In the event of abandonment of facilities with the approval of the City as elsewhere in this Ordinance provided, or in the event of removal of such facilities by the Grantee, the payments otherwise due the City for occupancy of the roads or highways by such facilities shall be prorated for the calendar year in which such removal or abandonment occurs as of the end of the calendar month in which removed or abandoned.

SECTION 7: Plans.

Within ninety (90) days following the date in which any Pipelines and Appurtenances have been laid or constructed under this Franchise, the Grantee shall file a plan or plans in such forms as may be required by the City's City Engineer showing the accurate location and size of all Pipelines and Appurtenances then in place within the Franchise Area, and shall, upon installation of any Pipelines and Appurtenances, or upon change or removal of all or any portion thereof, file a revised map or maps showing the location and size of all such additional, changed or removed Pipelines and Appurtenances as of that day.

SECTION 8: Additional Conditions. The Grantee of this Franchise shall:

- A) Construct, install, test, and maintain all Pipelines and Appurtenances in accordance with and in conformity with all City, County, State and Federal Ordinances, statutes, rules, regulations and other laws (whether now existing or hereafter adopted) applicable to the installation, location, use, maintenance and/or removal of the Pipelines and Appurtenances;
- B) Pay to the City, on demand, the cost of all repairs to public property made necessary by any operations of the Grantee under this Franchise, including restoring the Street to its original condition upon the removal of all or any portion of the Pipeline and Appurtenances, or upon the termination or non-renewal of the Franchise;
- C) Indemnify and hold harmless the City, its officers and employees from any and all liability for damages proximately resulting from the Grantee's acts or omissions under this Franchise; and be liable to the City for all damages proximately resulting from the failure of said Grantee well and faithfully to observe and perform each and every provision of this Franchise;
- D) Install, remove or relocate, at the request of the City and without expense to the City, any Pipelines and Appurtenances installed, used and maintained under this Franchise if and when made necessary by any lawful change of grade, alignment or width of the affected Street;
- E) Construct, install, use, operate, repair or modify any pipeline for the transportation of flammable or combustible liquids, in a manner prescribed by the California State Fire Marshall, and/or Chief of Los Angeles Fire Department in accordance with Chapter 13.14 Division 1, of the Title 13 of the South Gate Municipal Code; and
- F) Submit certified test results for those pipelines subject to the provision of the Pipeline Safety Act of 1981, California Government Code Section 51010, et seq. The testing shall be conducted as required by the California State Fire Marshal, and certified test results shall be requested by the City from the Fire Marshal. In the event the State Fire Marshal shall fail to provide such certified test results to the City, grantee shall provide such test results to the City upon request; and
- G) Submit a written petition of franchise renewal to the City at least ninety (90) days prior to the expiration date.

SECTION 9: Permits. The Grantee shall obtain an excavation permit, and pay the applicable fee therefore, prior to commencing any excavation in the right of way. The Grantee may obtain an excavation permit by filing a set of excavation plans with the City Engineer, which plans shall be subject to the City Engineer's review and approval. The excavation plans shall show the location of the proposed excavation, as well as the location of all known existing pipes, sewers, conduits, improvements and other facilities in or under any Street or public property in which the franchise property is adequate description of the proposed work, including an estimate of the duration of the interference with any street traffic. The issuance of any excavation permit for the construction or installation of a pipeline for the transmission of flammable or combustible liquids, gases or hazardous materials, shall be as prescribed by the fire

Chief of the Los Angeles County Fire Department in accordance with Chapter 13.14, Division 1, of Title 13 of the South Gate Municipal Code.

- A) Where it is necessary to lay underground pipes through, under or across any portion of a paved or macadamized street, such work, where practicable and economically feasible, shall be done by a tunnel or bore so as not to disturb the foundation of such paved or macadamized street. If the same cannot be done, or if it is necessary to cut the street in order to access existing pipes and appurtenances, such work shall be done pursuant to an excavation permit, as provided in above paragraph, to be issued by the City Engineer upon application therefore.
- B) All work shall be subject to inspection by the City Engineer. All street coverings or openings, valves, vaults and manholes shall at all times be kept flush with the surface of the streets; provided, however, that vents for underground vaults and manholes may, subject to the prior approval of the City Engineer, extend above the surface of the streets when such vents are located in parkways, between the curb and the property line. The Grantee shall provide adequate traffic safety barriers, signs, devices and traffic safety warning equipment in accordance with City ordinances, rules or regulations, and shall comply with such additional safety measures as the City Engineer may direct.

SECTION 10: Emergency Equipment.

- A) The Grantee shall develop and maintain an emergency response plan, satisfactory to the City Engineer, which covers all franchise operations within the City. In general, an emergency response plan meeting the requirements of Federal and State law and containing the information contained in this section shall be acceptable. The emergency response plan shall include a 24-hour notification program and proof of arrangements capable of providing emergency response services, including but not limited to traffic control, street excavation, pipeline repair, and supplies and services as necessary, within two (2) hours of notification of any problem, and such other information as the City Engineer shall reasonably require. Repairs to a public street, alley or parkway shall be completed within seventy-two (72) hours unless otherwise authorized by the City Engineer. The City Engineer shall be notified ten (10) days in advance of any proposed change in such arrangements. Grantee's emergency response plan shall be submitted to the City Engineer within thirty (30) days after the effective date of the Franchise.
- B) Whenever any Pipeline or Appurtenance breaks or leaks so as to cause the release of oil or products thereof into the public right-of-way, Grantee, and any other person using or controlling the Pipeline or Appurtenance, shall immediately notify the City's Police Department and Public Works Department and shall implement precautionary safety measures including traffic control, system shutdown, valve closures, and public notification. In the event of an emergency which threatens life, health, safety or property, and where it is not possible to obtain an excavation permit prior to commencement of the work, the Grantee may commence such work; provided, however, that within seventy-two (72)

hours thereafter the Grantee shall make application to the City Engineer for an excavation permit in accordance with the procedures specified herein. The City Engineer may impose conditions upon the issuance of the excavation permit, and all work shall be subject to inspection. Adequate traffic safety barriers shall be maintained at all times, and any damaged portion of the Street shall be restored to its original condition.

- C) If any portion of any Street is damaged by reason of defects in any of the Pipes and Appurtenances maintained or constructed by Grantee, or by reason of any other cause attributable to or arising from the operation of any Pipes and Appurtenances constructed or maintained by Grantee, the Grantee shall, at its sole cost and expense, immediately repair all damage and restore the Street to the condition existing before such damage occurred. All such work shall be done under the direction of the City Engineer, and to the reasonable satisfaction of the City Engineer. Grantee shall repair such damage and restore the Street within three (3) working days after written demand therefore by the City Engineer, or such other period as the City Engineer may authorize when required for the protection of the public health and safety.
- D) If the Grantee, after reasonable notice, fails or refuses to pave, surface, grade, repave, resurface or regrade as required by the provisions of this Franchise, the City may cause the work to be done and shall keep an itemized account of all costs, including reasonable administrative overhead expenses, within thirty (30) days after presentation to Grantee of an itemized account of such costs.

SECTION 11: Records.

- A) Grantee acknowledges that the City's records may not be complete and that Pipes and Appurtenances previously unknown to City are frequently discovered. Consequently, by granting this Franchise or by approving any excavation permit requested by Grantee, the City does not warrant the accuracy of information supplied to the Grantee by the City regarding the location or existence of other facilities. Nothing herein shall be deemed to make the City, or any officer, agent or employee of the City, responsible or liable to the Grantee or to any other person by virtue of the City's approval of excavation permits and/or plans, regardless of whether any information is supplied by the City to the Grantee pertaining to the location of existing pipes, facilities or other improvements on, in or under any Street or other public property.
- B) The Grantee shall keep and preserve, within the County of Los Angeles for a period of five (5) years, subsequent to the date of the most recent franchise fee determination as ascertained by an audit made by the City or on its behalf, all the records necessary to determine the amount of such franchise fee.
- C) At all reasonable times, the Grantee shall permit the City or its duly authorized representative, to examine all Pipelines and Appurtenances and to examine and transcribe any and all books, accounts, papers, maps, and other records kept or maintained by the Grantee or under its control and associated with the Pipelines and Appurtenances and/or the financial condition of the Grantee with respect thereto.

SECTION 12: Failure to Comply.

- A) If the Grantee shall fail, neglect or refuse to comply with any of the provisions or conditions of this Franchise, and shall not, within thirty (30) days after written demand for compliance, begin the work of compliance, or after commencing such compliance shall fail to prosecute the same with due diligence to completion, then the City, acting by and through its legislative body, may declare this Franchise forfeited.
- B) In the event of noncompliance by the Grantee with any of the conditions hereof, the City may, in addition to all other remedies provided for herein, bring suit for the forfeiture or termination of this Franchise.

SECTION 13: Removal or abandonment of facilities.

- A) At the expiration, revocation or termination of this Franchise or of the permanent discontinuance of the use of all or a portion of its facilities, the Grantee shall, within thirty (30) days thereafter, make written application to the Director of Public Works for authority either to: (1) abandon all or a portion of such facilities in place; or (2) remove all or a portion of such facilities. Such application shall describe the facilities desired to be abandoned, their location with reference to City highways, and shall describe with reasonable accuracy the physical condition of such facilities. The Director of Public Works shall determine whether any abandonment or removal which is thereby proposed may be effected without detriment to the public interest and under what conditions such proposed abandonment or removal may be effected. He or she shall then notify the Grantee of his or her determinations.
- B) Within thirty (30) days after receipt of such notice, the Grantee shall apply for a permit from the Public Works Department to abandon or remove the facility.
- C) The Grantee shall, within ninety (90) days after obtaining such permit, commence and diligently prosecute to completion the work authorized by the permit.

SECTION 14: Effective Date. This Ordinance shall take effect and be in force thirty (30) days after its adoption and upon written acceptance thereof is filed by the Grantee with the City Clerk of the City.

[Remainder of page left blank intentionally]

SECTION 15: Publication Expenses. The Grantee of this Franchise shall pay to the City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this Franchise; said payment to be made within thirty (30) days after the City shall have furnished said Grantee with a written statement of such expenses.

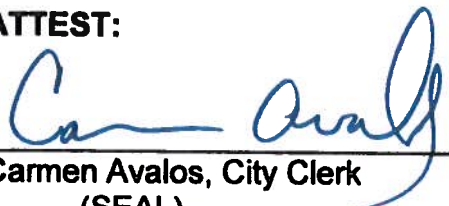
SECTION 16: Posting of Ordinance. The City Clerk shall certify to the adoption of this Ordinance and shall cause same to be published as required by law.

PASSED, APPROVED AND ADOPTED this 26th day of August 2014.

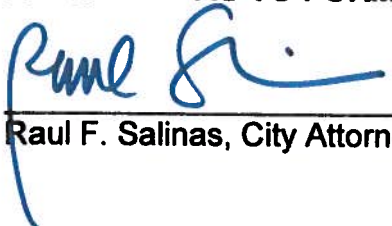
CITY OF SOUTH GATE:


Henry C. Gonzalez, Mayor

ATTEST:


Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:


Raul F. Salinas, City Attorney

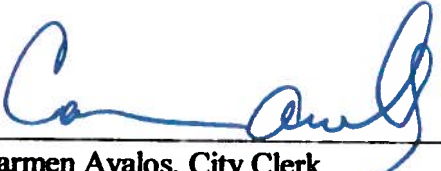
ORDINANCE CERTIFICATION PAGE

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

I, Carmen Avalos, City Clerk of the City of South Gate, California, hereby certify that the whole number of Members of the City Council of said City is five; that Ordinance No. 2315 was adopted by the City Council at their Regular Meeting held on August 26, 2014, by the following vote:

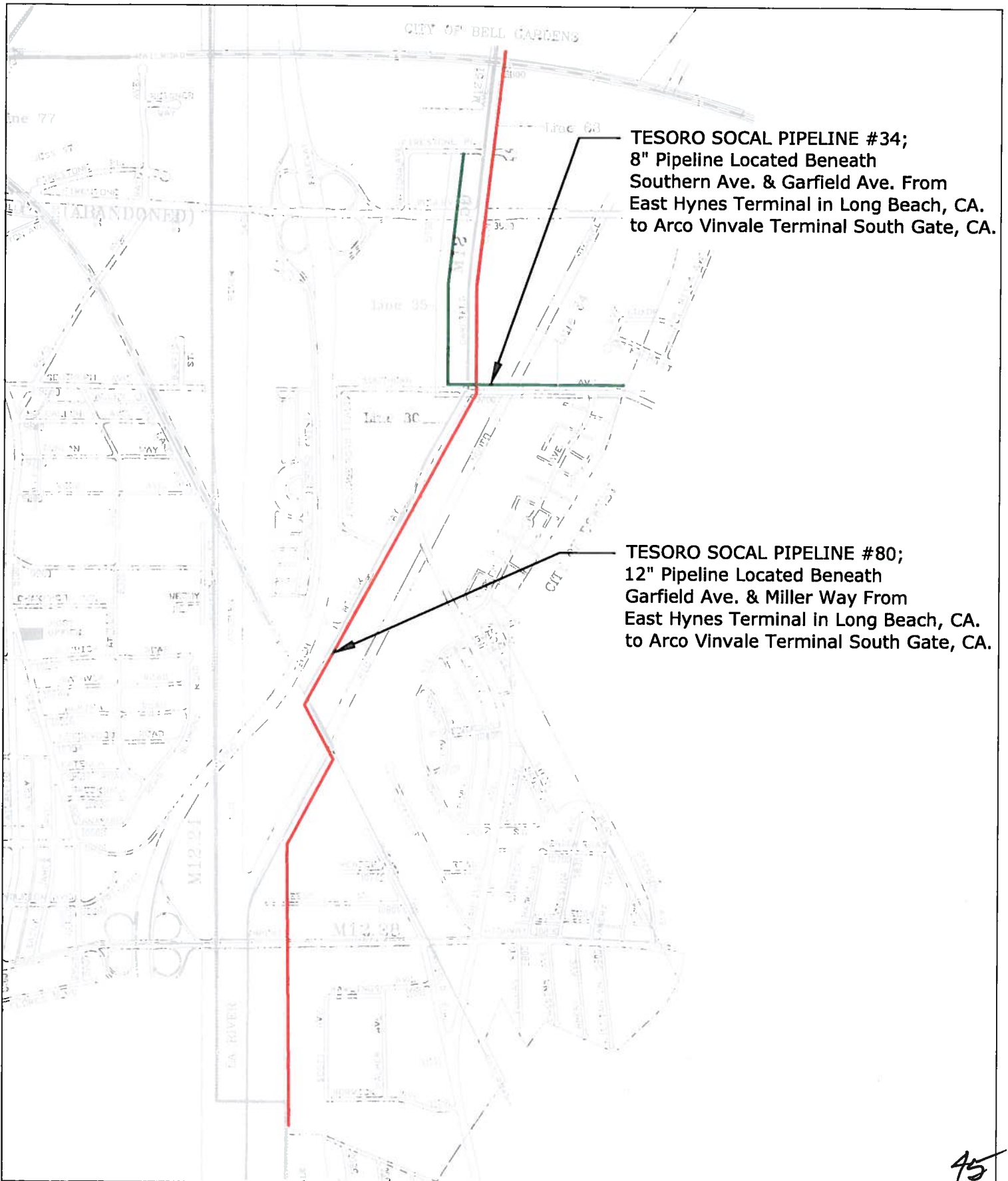
Ayes: Council Members: Gonzalez, Morales, Davila, De Witt and Hurtado
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

Witness my hand and the seal of said City on August 28, 2014.



Carmen Avalos, City Clerk
City of South Gate, California

CITY OF SOUTH GATE TESORO SOCIAL PIPELINE COMPANY, LLC. LINES



RECEIVED

MAR 5 2020

Item No. 4

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

11:40am

AGENDA BILL

For the Regular Meeting of: March 10, 2020
Originating Department: Administrative Services

Department Director:

Jackie Acosta
Jackie Acosta

City Manager:

Michael Flad
Michael Flad

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH RSG, INC., FOR GENERAL ON-CALL SERVICES

PURPOSE: To approve a Professional Services Agreement (PSA) with the RSG, Inc., to provide general on-call services to the City.

RECOMMENDED ACTIONS:

- a. Approve Agreement with RSG, Inc., for general on-call services through and including June 30, 2021, in an amount not-to-exceed \$172,115; and
- b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: Funds were included in the Fiscal Year 2019/20 Community Development and Public Works budgets for RSG's services.

ANALYSIS: The City has several ongoing projects for which additional outside expertise is needed to assist staff with the successful completion of the projects. RSG has provided these services in the past and it is staff's desire that they continue to assist staff with these various projects.

BACKGROUND: The City has several ongoing projects that require outside expertise, including the reuse of the Courthouse building, equitable development efforts, and implementation of various specific plans. The City has had a successful and productive partnership with RSG for several years and desires to continue that relationship. RSG is an expert in the fields of community development, economic development, housing, the winding down of redevelopment agencies and so much more.

By approving the proposed PSA, the City Council is authorizing staff to continue to work with RSG, Inc., through and including June 30, 2021, to further our efforts towards successful completion of the many ongoing projects.

ATTACHMENT: Proposed Professional Services Agreement with RSG, Inc.

**AGREEMENT FOR PROFESSIONAL SERVICES FOR GENERAL
ON-CALL SERVICES BETWEEN THE CITY OF SOUTH GATE
AND RSG, INC.**

This Agreement for Professional Services for General On-Call Services (“Agreement”) is made and entered into on March 10, 2020, by and between the City of South Gate, a municipal corporation (“City”), and RSG, Inc., a California corporation (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively as “Parties.”

RECITALS

WHEREAS, City desires to retain Consultant for General On-Call Services; and

WHEREAS, Consultant warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the Professional Services under this Agreement; and

WHEREAS, based on such representation, City desires to contract with Consultant to perform the services described in the Scope of Services attached hereto as Exhibit “A” of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit “A” attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.
2. **COMPENSATION.** The total amount of compensation for this Agreement shall not exceed the sum of **One Hundred Seventy Two Thousand, One Hundred and Fifteen Dollars (\$172,115)** as described in the Fee Proposal attached hereto as Exhibit “B.” City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved in writing by the Director of Community Development.
 - 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between the Consultant’s office and City Hall shall not be billable; however, mileage is an allowable charge reimbursable at the federal rate. Consultant may request an exemption on a case by case basis.
 - 2.2 Consultant shall submit to City a monthly invoice for services rendered included in Exhibit “A.” City shall pay the Consultant within forty-five (45) days of receipt of the invoice.

- 2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
3. **TERM OF AGREEMENT.** This Agreement is **effective as of March 10, 2020**, and will remain in effect **through and including June 30, 2021**, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.
4. **CITY AGENT.** The Director of Community Development, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Director of Community Development has the authority to provide that approval or authorization.
5. **CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located within City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.
- 5.1 Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business or in this Agreement by any City employee or official.
6. **GENERAL TERMS AND CONDITIONS.**
- 6.1 **Termination for Convenience.** The City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.
- 6.2 **Termination for Cause.**
- 6.2.1 The City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

- a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or
- b. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

6.2.2 In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

6.2.3 If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computation, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

6.2.4 If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1 above.

6.3 Non-Assignability. Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of City.

6.4 Non-Discrimination.

6.4.1 Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated

during employment without regard to their race, color, religion, ancestry, sex, national origin, disabled or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6.4.2 The provisions of Subsection 6.4.2 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.

6.5 Insurance. Consultant shall submit to City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

6.5.1 Workers' Compensation Insurance as required by law. Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

6.5.2 Comprehensive general and automotive liability insurance protecting Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000, with an aggregate of \$2,000,000. Each such policy of insurance shall:

- a. Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by City.
- b. Name and list as additional insured City, its officers and employees.
- c. Specify its acts as primary insurance.
- d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation

or material change.”

- e. Cover the operations of Consultant pursuant to the terms of this Agreement.

- 6.6 Indemnification.** Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.
- 6.7 Compliance With Applicable Law.** Consultant and City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, without regard to conflict of law principles.
- 6.8 Independent Contractor.** This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between City and Consultant.
- 6.8.1.** Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants or employees are in any manner employees of City, it being distinctly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.
- 6.8.2.** Indemnification of CalPERS Determination- In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

6.9 Consultant's Personnel.

6.9.1 All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.

6.9.2 Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.

6.9.3 Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

6.9.4 Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant in connection with the work performed arising from this Agreement.

6.10 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant.

6.11 Legal Construction.

6.11.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California, without regard to conflict of law principles.

6.11.2 This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

6.11.3 The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

- 6.11.4** Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.
- 6.12 Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.
- 6.13 Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to the Consultant.
- 6.14 Files.** All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.
- 6.15 Waiver; Remedies Cumulative.** Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.
- 6.16 Mitigation of Damages.** In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

- 6.17 Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 6.18 Attorney's Fees.** The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that Party or those Parties may be entitled.
- 6.19 Entire Agreement and Amendments.** This Agreement constitutes the whole agreement between City and Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.
- 6.20 Notices.** Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery, and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:
 City of South Gate
 Joe Perez
 Director of Community Development
 8650 California Avenue
 South Gate, CA 90280
 Email: jperez@sogate.org

WITH COURTESY COPY TO:
 City Clerk's Office
 Carmen Avalos
 City Clerk
 8650 California Avenue
 South Gate, CA 90280
 Email: cavalos@sogate.org

TO CONSULTANT:
 RSG, Inc.
 Jim Simon
 Principal
 17872 Gillette Avenue
 Irvine, CA 92614
 Email: jsimon@webrsg.com

- 6.21 Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.

- 6.22 Consultation With Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.
- 6.23 Interpretation Against Drafting Party.** City and Consultant agree that they have cooperated in the review and drafting of this Agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.
- 6.24 Counterparts.** This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all Parties herein.

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:


By: _____
M. Bélen Bernal, Mayor

Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

RSG, INC.:

By: _____
Jim Simon, Principal

Dated: _____

**SCOPE OF SERVICES
2019-21 WORK PROGRAM FOR THE CITY OF SOUTH GATE**

RSG would provide the following services to the City of South Gate on an as-needed basis as directed by the Client, in accordance with the fee schedule attached as Attachment "B" to this Scope of Services. These services include the following:

Task 1 - Former Courthouse Reuse:

RSG would assist the Public Works Department explore and negotiate disposition options for the former courthouse building adjacent to City Hall, including review of market conditions, lease terms, and proposals between the City and the County of Los Angeles for a workforce and youth employment center.

Task 2 – Equitable Development Toolkit:

RSG would assist the Community Development Department implement the City's Economic Development Strategy and tools to prevent the equitable development of existing residents and businesses. This includes formulation of an inclusionary housing ordinance, periodic updates and progress reports, negotiations of community benefit agreements and a policy for such agreements, application for grant funds to finance project implementation, and other tasks as may be assigned.

Task 3 - Specific Plan Implementation:

RSG would also assist the Department implement the Tweedy, Gateway District, and Hollydale Specific Plans, including seeking grant funding for environmental studies, evaluating and pursuing infill redevelopment opportunities in partnership with property owners, and other tasks as identified by staff.

Task 4 - General On-Call Services (as needed):

Finally, RSG would assist various City Departments undertake other project or strategic planning efforts as part of the revitalization and continued reinvestment in South Gate that may be assigned by staff.

Scope of Services 2019-21 Work Program City of South Gate- Professional Services (March 2020)		Total Not to Exceed
Task 1-4	City of South Gate: Professional Services	\$ 172,116
Task 1	Former Courthouse Reuse- 8640 California Avenue reuse, tenant negotiations, and general advisory services (Market assessment, real property negotiations, development program, and meetings).	6,775
Task 2	Equitable Development Toolkit- Anticipated projects aimed at addressing potential impacts of redevelopment activities around city (Inclusionary housing ordinance development and Community benefit program development.)	56,560
Task 3	Specific Plan Implementation- Advisory and technical services to identify and address bottlenecks to realization of Gateway, Hollydale and Tweedy Specific Plans	78,780
Task 4	General on-call services, as requested by staff.	30,000
GRAND TOTAL BUDGET		\$ 172,116

RECEIVED

Item No. 5

MAR 3 2020

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

For the Regular Meeting of: March 10, 2020

Originating Department: Parks & Recreation

Deputy Director: Steve Costley
Steve Costley

City Manager: Michael Flad
Michael Flad

SUBJECT: NEW PARKING AREA FOR POLICE VEHICLES

PURPOSE: To convert current park space in front of the Police Department into parking area for the Police Department.

RECOMMENDED ACTION: Approve the change of use of the park space adjacent to the Police Department from open city park space to exclusive use parking for Police vehicles.

FISCAL IMPACT: None.

ANALYSIS: The South Gate Police Department is in need of additional parking space to facilitate both their operational and staff vehicles. Upon review by the Police Department and Public Works Engineering staff, it was determined that the best course of action is to extend the current parking along Ardmore Avenue all the way to the sidewalk at California. The proposed new parking area will allow up to eight (8) additional parking spaces.

BACKGROUND: Any proposed changes of park space must first be approved by either the Parks & Recreation Commission or the City Council. Since the Parks & Recreation Commission will not meet in March, Parks & Recreation Department staff is requesting the City Council to consider and approve the proposal so that the project may move forward in a timely manner.

ATTACHMENTS: Map of proposed area.

ARDMORE AVE

2 ALIGN 90° WITH EX. FACE OF WALL

1

1

NEW CMU WALL PER CIVIL IMPROVEMENT PLAN

CALIFORNIA AVE

EXISTING SIDEWALK

EXISTING SHRUBS PROTECT IN PLACE

1

NEW SIDEWALK PER CIVIL IMPROVEMENT PLAN

EXISTING SIDEWALK

REMOVE EXISTING SIDEWALK

1

2

EXISTING CONCRETE

EW

R=36'

JOIN EXISTING

RECEIVED

Item No. 6

MAR 4 2020

City of South Gate
CITY COUNCIL

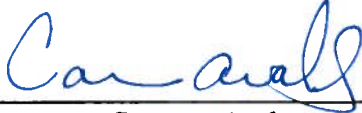
CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

3:20pm

AGENDA BILL

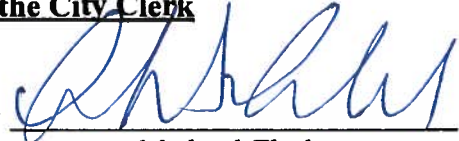
For the Regular Meeting of: March 10, 2020
Originating Department: Office of the City Clerk

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:

- A. Approve the Regular Meeting and Special Meeting minutes of February 11, 2020
- B. Approve the Regular Meeting and Special Meeting minutes of February 25, 2020

FISCAL IMPACT: None.

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

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

ATTACHMENTS: City Council Minutes

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, FEBRUARY 11, 2020**

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

ROLL CALL Debbie McEvelly, Recording Secretary

PRESENT Mayor M. Belén Bernal, Vice Mayor Denise Diaz, Council Member Al Rios, Council Member Maria Davila and Council Member Bill De Witt; City Manager Mike Flad, City Attorney Raul F. Salinas

ABSENT Greg Martinez, City Treasurer

LATE Carmen Avalos, City Clerk

CLOSED SESSION The Council Members recessed into Closed Session at 5:33 p.m. and reconvened at 6:44 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. Maria Guadalupe Morales v. City of South Gate
- b. Riley (George) Schrader v. City of South Gate (WCAB)

Item 1a was a claim against the City. The City Council received a report by the City Attorney. On a motion made by Council Member De Witt and seconded by Council Member Rios the City Council denied the claim. The vote was 5 to 0.

Item 1b is a worker's compensation matter and there was a proposed offer made to the city in connection to this case. After discussing the item in Closed Session there was a motion by Mayor Bernal and seconded by Council Member De Witt to deny this offer. The vote was 5 to 0.

SPECIAL CITY COUNCIL MEETING MINUTES OF FEBRUARY 11, 2020

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(c)

One (1) - Potential Case

Raul Salinas, City Attorney recused himself from participating on this item due to a potential conflict of interest before the City Council adjourned to Closed Session.

This item was presented by staff and there was no reportable action taken at this time.

3. CONSIDER THE EVALUATION OF PERFORMANCE OF A PUBLIC EMPLOYEE

Pursuant to Government Code Section 54957 and 54957.6

City Manager

For Item 3 there was a discussion in Closed Session but there was no reportable action taken following that discussion.

4. CONFERENCE WITH LEGAL COUNSEL – REAL PROPERTY NEGOTIATIONS

Pursuant to Government Code Section 54956.8

Property APN:6264-004-900

Property: 13050 Paramount Boulevard, South Gate, California 90280

City Negotiator: Michael Flad, City Manager

Negotiating with: Los Angeles County Office of Education

Under Negotiation: Terms of Sale

Property APN:6204-025-039

Property: 9019 Long Beach Boulevard, South Gate, California 90280

City Negotiator: Michael Flad, City Manager

Negotiating with: Jon Ungvari Co. Trust

Under Negotiation: Terms of Sale

For Item 4 there was a presentation by City Staff for 13050 Paramount Boulevard and no reportable action taken following that presentation.

For the property at 9019 Long Beach Boulevard there was a presentation by City Staff and guidance was given to staff. No other reportable action was taken.

SPECIAL CITY COUNCIL MEETING MINUTES OF FEBRUARY 11, 2020

ADJOURNMENT Mayor Bernal adjourned the meeting at 6:47 p.m. and seconded by Council Member Davila.

PASSED and **APPROVED** this 10th day of March, 2020.

ATTEST:

M. Belén Bernal, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, FEBRUARY 11, 2020**

CALL TO ORDER M. Belén Bernal, Mayor called a Regular City Council meeting to order at 6:48 p.m.

INVOCATION Maria Davila, Councilwoman

PLEDGE OF ALLEGIANCE Virginia Johnson, CAC Commissioner

ROLL CALL Carmen Avalos, City Clerk

PRESENT Mayor M. Belén Bernal, Vice Mayor Denise Diaz, Council Member Al Rios, Council Member Maria Davila and Council Member Bill De Witt; City Treasurer Gregory Martinez, City Manager Mike Flad, City Attorney Raul F. Salinas

COMMENTS FROM THE AUDIENCE

Virginia Johnson, 5751 McKinley Avenue, is concerned with the upcoming City Election and the negatively targeting candidates.

Ingrid Castillo has concerns about dogs in the park and requested that the City enforces the rules that are in place.

Alfredo Gonzalez, 8461 San Vincente Avenue, believes he is being harassed by Code Enforcement. He submitted several documents as evidence to back his claims.

Patricia Camacho, representative from Congresswoman Barragan's Office, highlighted the upcoming community events in the Congresswoman's district.

Diana Morales, representative from Assembly Member Rendon's Office, highlighted the upcoming community events in the Assembly Member's district.

Lisa Morales, South Gate Resident, spoke about environmental concerns and air quality within the City of South Gate and is concerned about the Delta Airlines reimbursement process.

Adolfo Varas, shared his thoughts about attacks on candidates running for Council during this upcoming Election.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 11, 2020

COMMENTS FROM THE AUDIENCE CON'T

Julia Trejo, 8965 California Avenue, spoke about helping people with mental incapacities.

Mrs. Gonzalez, 8461 San Vincente Avenue, expressed her concerns and disappointment with the chaos caused by the South Gate Code Enforcement Department and the Police Department.

Jovana, 3372 Seminole Avenue, expressed her concerns about comments on Social Media.

Gil Hurtado, expressed his concerns about comments made on Social Media.

Nick Godoy, 8611 San Gabriel Avenue, spoke about candidates running for the upcoming election and the retirement benefits offered City employees.

Mr. Campos, 8467 San Vincente Avenue, complained about the noise coming from the neighbor's house.

Elisa Gonzalez, 8461 San Vincente Avenue, expressed her frustration with the current situation stated by her parents on San Vincente.

REPORTS AND COMMENTS FROM CITY OFFICIALS

Joe Perez, Director of Community Development reminded Council that there will be a Census training on February 13th. Community Development is accepting nominations for the Home Recognition Program which is due March 1st.

Mike Flad, City Manager provided an update on Senate Bill 50.

Greg Martinez, City Treasurer stated that he has not been on social media and feels that social media is a sign of bullying within the community.

Carmen Avalos, City Clerk updated the public on the election and vote centers. She stated that she has received emails asking if the City will be sponsoring a candidate forum. The City will not be hosting a candidate forum but has reached out to some nonprofits to see this can be accommodated. Realizing that there is much tension and that emotions are high during election time, we have received some complaints and have sent out emails to all candidates. She reminded the public that there is a proper process for questions and concerns. People should contact the City Clerk's Office and not take to social media for answers.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 11, 2020

REPORTS AND COMMENTS FROM CITY OFFICIALS

CON'T

Council Member De Witt is concerned with the neighbors on San Vincente and spoke on the political season.

Council Member Davila requested information on the cost of staff time spent on the San Vincente complaints and be sure that employees are driving City vehicles.

Council Member Rios is concerned with the neighbors on San Vincente and hopes staff has some recommendations. Council Member Rios attended the Rotary/Chamber lunch. He believes that we need to provide more mental health services for our residents. Plaza de Cultura y Artes is a Los Angeles Organization that wants to make an investment to bring the arts to the SELA communities.

Vice Mayor Diaz provided an update on Propositions 47 and 57 on the November ballot. The Vice Mayor attend Independent Cities Association and they discussed what the City of Bellflower did with the homeless situation in their city. She requested that staff try to schedule a one on one meeting with Bellflower to discuss their program. She also attended the Community Development Board Meeting and Vector Control.

Mayor Bernal attended the South East Water Collation Joint Powers Authority and Southern California Association of Governments meetings. She thanked Congresswoman Barragan's Office for reaching out to South Gate residents to inform them of the upcoming changes with the voting centers. She also shared her concerns about the neighbors on San Vincente Avenue.

Raul Salinas, City Attorney spoke in regards to the neighbors on San Vincente Avenue. Mr. Salinas stated that he has been to the home of Mr. Campos and have received reports from City Staff over the last several years. Unfortunately, Mr. Salinas believes that both the Municipal Code and the judicial system do not serve our residents well. From a City standpoint the policy is to allow the parties to resolve their differences by going to court themselves or allowing both sides to give and take to reach a resolution. Mr. Salinas thinks that this matter will not get resolved without both sides giving in a little. The question becomes where you send these two residents to settle these differences. If both sides were voluntarily willing to participate in a mediation session, the City Attorney would volunteer his time on a pro bono basis to hear them and to come up with some kind of resolution.

Mayor Bernal addressed the concerns of the residents in regards to social media and the upcoming elections.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 11, 2020

CONSENT CALENDAR Agenda Items 1, 3 and 4 were unanimously approved by motion of Mayor Bernal and seconded by Council Member Davila. Item 2 was pulled for separate discussion.

**1
CENSUS**

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

- a. Adopted Resolution No. 2020-05-CC entitled - A Resolution of the City Council of City of South Gate accepting grant funds from the County of Los Angeles, in the amount of \$102,316, for Census 2020 education and outreach activities;
- b. Increased the Fiscal Year 2019/20 General Fund revenue projection in Account No. 100-4699 (General Fund - Other Intergovernmental Grants) by \$102,316, from \$7,596 to \$109,912; and
- c. Amended the Fiscal Year 2019/20 General Fund expenditure budget by appropriating \$102,316 to Account No. 100-601-42-6318 (General Fund - Community Development - Census).

**2
POLICE**

The City Council unanimously approved A and B by motion of Council Member De Witt and seconded by Mayor Bernal.

- a. Approved an Agreement (Contract No. 2020-12-CC) with Crossroads Software, Inc., for the purchase of traffic collision software in an amount not to exceed \$23,000; and
- b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

**3
WELL #28**

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

- a. Accepted completion of construction of the Well No. 28 Pump Replacement, City Project No. 641-WTR, completed by the General Pump Company, Inc., effective January 16, 2020; and
- b. Directed the City Clerk to file the Notice of Completion with the Los Angeles County Registrar Recorder's Office.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 11, 2020

4
MINUTES

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

- a. Approved the Special Meeting minutes of January 25, 2020; and
- b. Approved the Regular Meeting and Special Meeting minutes of January 28, 2020.

5
COUNCIL
ORGANIZATION PLAN

The City Council unanimously received and filed the progress report on the Nonprofit & Community-Based Organization Development Plan prepared by RSG, Inc.

6
SPORTS CENTER

The City Council unanimously received and filed an update regarding the Snack Bar operations at the South Gate Sports Center by motion of Council Member Rios and seconded by Council Member De Witt.

7
WELL #24

The City Council received and filed notification, pursuant to California Health and Safety Code Section 116455, regarding the detection of Perfluoroalkyl Substances (PFAS) in drinking water produced by the City's municipal water system that exceeds the State's Notification Level threshold by motion of Council Member Davila and seconded by Council Member Rios.

Council Member De Witt requested that Attachment "A" for the agenda bill be corrected to reflect the correct location of the wells.

Council requested that City staff plan to allocate funds to add regular testing of Perfluoroalkyl Substances (PFAS) for the City's well sites.

8
WARRANTS

The City Council unanimously approved the Warrants for February 11, 2020 by motion of Council Auditor Davils and seconded by Mayor Bernal.

Total of Checks:	\$1,898,192.38
Voids:	(\$ 0.00)
Total Payroll Deductions:	<u>\$ 450,658.53</u>
Grand Total:	\$1,447,533.85

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 11, 2020

ADJOURNMENT

Mayor Bernal adjourned the meeting at 10:10 p.m. and seconded by Council Member Davila.

PASSED and APPROVED this 10th day of March, 2020.

ATTEST:

M. Belén Bernal, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, FEBRUARY 25, 2020**

CALL TO ORDER Mayor M. Belén Bernal called a Special City Council meeting to order at 5:32 p.m.

ROLL CALL Sonia Guerrero, Recording Secretary

PRESENT Mayor M. Belén Bernal, Vice Mayor Denise Diaz, Council Member Al Rios, Council Member Maria Davila and Council Member Bill De Witt; Acting City Manager/Community Development Joe Perez, City Attorney Raul F. Salinas

ABSENT City Treasurer Greg Martinez, City Manager Mike Flad

LATE City Clerk, Carmen Avalos arrived at 6:15 p.m.

CLOSED SESSION The Council Members recessed into Closed Session at 5:34 p.m. and reconvened at 6:45 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. Eduardo Gil v. City of South Gate
- b. Elena Mercado v. City of South Gate
- c. Juan Carlos Lopez Gomez v. City of South Gate
- d. City of South Gate v. Albert Robles
- e. Mariana Rolf v. City of South Gate (WCAB)

Item 1a is a tort claim made against the City. City Council received a report and on a motion made by Council Member De Witt and seconded by Council Member Davila denied the claim. The vote was 5 to 0.

Item 1b is a claim about a fallen tree. The City Council received a report by the City Attorney and guidance was given to the City Attorney with regards to that claim. There was no action and no vote taken.

Item 1c is also a claim against the City about a tree. City Council received a report and on a motion made by Council Member Davila and seconded by Council Member Rios denied the claim. The vote was 5 to 0.

SPECIAL CITY COUNCIL MEETING MINUTES OF FEBRUARY 11, 2020

Item 1d is a cross claim by the City of South Gate against Albert Robles. City Council received a report with respect to the status of this case and upon completion of the report there was no action taken on this matter.

Item 1e is a Workers' Compensation Claim. City Council received a report by the outside lawyer handling the matter for the City. On a motion made by Council Member De Witt and seconded by Council Member Rios the City Council moved to approve a settlement. The vote was 4 to 1 with Council Member Davila voting no. The amount of the settlement is not being disclosed at this time because it is still subject to further litigation.

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(c)

Two (2) - Potential Cases

Item 2 was removed from the agenda and not discussed in Closed Session.

3. CONFERENCE WITH LEGAL COUNSEL - REAL PROPERTY NEGOTIATIONS

Pursuant to Government Code Section 54956.8

Property APN: 6264-004-900
Property: 13050 Paramount Boulevard, South Gate, California
90280
City Negotiator: Michael Flad, City Manager
Negotiating with: Los Angeles County Office of Education
Under Negotiation: Terms of Sale

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

The City Council received a report on the potential acquisition of the property at 13050 Paramount Boulevard. There was a report given by staff and by the City's outside consultants. On a motion made by Mayor Bernal and seconded by Council Member De Witt the City Council moved to authorize staff to engage in further settlement negotiations by making an offer on the property. The amount of this offer is not being disclosed at this time because it is still subject to further negotiations. If there is in fact a purchase agreement then it will be brought back before the City Council in Open Session. The vote was 5 to 0.

SPECIAL CITY COUNCIL MEETING MINUTES OF FEBRUARY 11, 2020

0

For the property at 9019 Long Beach Boulevard the City Council had previously authorized staff to move forward to acquire the property but it was held subject to an environmental review. In Closed Session upon receiving a report the City Council moved to authorize staff to pursue further steps to acquire that property. The motion was made by Council Member De Witt and seconded by Council Member Davila. The vote was 5 to 0.

ADJOURNMENT

Mayor Bernal unanimously adjourned the meeting at 6:49 p.m. and seconded by Council Member Davila.

PASSED and APPROVED this 10th day of March, 2020.

ATTEST:

M. Belén Bernal, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, FEBRUARY 25, 2020**

CALL TO ORDER M. Belén Bernal, Mayor called a Regular City Council meeting to order at 6:50 p.m.

INVOCATION Pastor Elias Gabriel, First Baptist Church

PLEDGE OF ALLEGIANCE Joe Perez, Director of Community Development

ROLL CALL Carmen Avalos, City Clerk

PRESENT Mayor M. Belén Bernal, Vice Mayor Denise Diaz, Council Member Al Rios, Council Member Maria Davila and Council Member Bill De Witt; City Treasurer Gregory Martinez, Acting City Manager/Director of Community Development Joe Perez, City Attorney Raul F. Salinas

ABSENT Mike Flad, City Manager

1
APPOINTMENTS Council Member De Witt appointed Chuck Brady to the Civil Service Commission and seconded by Council Member Davila.

2
YOUTH COMMISSION The City Council ratified by a majority vote, the appointments of Keith Hupp and Esperanza Galvan to the Commission for South Gate Youth by motion of Council Member De Witt and seconded by Council Member Davila.

EXCUSED FROM ITEM 3 At this time, Mayor Bernal was excused from participating on item 3 and departed from the Council Chambers.

3
TESORO SOCAL PIPELINE The City Council conducted a public hearing, waiving the reading in full and introducing Ordinance No. 2020-01-CC entitled - Ordinance of the City Council of the City of South Gate granting a five-year franchise to Tesoro SoCal Pipeline Company, LLC, a Delaware limited liability company, commencing retroactively on February 27, 2019, to lay and use pipes, ditches, flumes, conduits and appurtenances for transmitting and distributing oil or products thereof, for any and all purposes in, along, across, upon and under the public streets, ways, alleys and places, as the same now or may hereafter exist, within the City of South Gate.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 25, 2020

3
TESORO SOCIAL
PIPELINE CON'T

Raul Salinas, City Attorney stated that in the past this item has come before City Council and as a matter of choice the Mayor has decided to recuse herself from this out of an abundance of caution even though there does not appear to be a technical conflict of interest. At the prior City Council meeting we needed to have a quorum and we drew straws resulting in the selection of Council Member De Witt to participate in this item.

Mayor Bernal stated that the reason why she will recuse herself from participating on this item is due to the fact that she received a contribution from Tesoro that she returned and did not cash it for her reelection campaign.

Joe Perez, Community Development Director gave a brief presentation of this item.

Art Cervantes, Public Works Director added in adopting this franchise agreement the City will receive a granting fee of \$11,522.00 and thereafter would receive an annual fee.

Council Member De Witt asked how many franchises the City has.

Mr. Cervantes responded that he doesn't know the exact number but that this is a renewal.

Vice Mayor Diaz opened the Public Hearing at 6:59 p.m.

Nick Godoy, 8611 San Gabriel Avenue, commented on the testing schedule for the diesel lines.

Janet Torres, Executive Director for the South Gate Chamber of Commerce, spoke in support of Tesoro and how they have always supported the City of South Gate and the Chamber of Commerce with special programs and activities.

Jerry Brown, Mr. C's Towing, supports Tesoro and how they support activities within the City of South Gate.

Vice Mayor Diaz closed the Public Hearing at 7:10 p.m.

Council Member Rios spoke with representatives about safety procedures of the pipelines and supports their efforts.

Council Member De Witt went out with Tesoro and looked at the pipeline and said that it seems to be well maintained. He is also in support of moving forward with this item.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 25, 2020

3

**TESORO SOCIAL
PIPELINE CON'T**

Vice Mayor Diaz spoke about how Tesoro supported the Robotics Team of San Miguel Elementary School.

Staff's recommendation were approved by motion of Council Member De Witt and seconded by Council Member Davila.

Roll Call: Vice Mayor Diaz, yes; Council Member Davila, yes; Council Member Rios, yes; an Council Member De Witt, yes; Mayor Bernal, absent.

REJOINED MEETING

Mayor Bernal rejoined the Council prior to Public Comments.

PUBLIC COMMENTS

Virginia Johnson, 5751 McKinley Avenue, expressed concerns about JAA, Mayor and Vice Mayor. She believes that Garfield Avenue should not have a bike lane included in the upcoming Garfield Avenue project. She realizes that the City cannot get a government grant to fix our streets without bike lanes but with all the taxes residents pay, why aren't our streets fixed.

Mr. Campos, 8467 San Vincente Avenue, expressed his concerns about the noise coming from his neighbor's properties.

Linda Parsonson, 5780 Main Street, brought information about homeless situation and how surrounding cities are dealing with certain issues.

Aaron Ruiz, 11815 Oklahoma Avenue, requested that City Council address comments from the last City Council meeting regarding inappropriate comments made on social media.

Mark Sepulveda, 10019 Otis Street, expressed his concerns about the accusations against JAA.

Cynthia Esquivel, 4718 Tweedy Boulevard, spoke on the comments made by City Treasurer Martinez during the City Council Meeting of February 11, 2020.

Maria Navarro, 9411 San Antonio Avenue, spoke on the Churches in Action meeting that happened a few weeks ago and feels that we should be focusing on the City and not politics.

Candice Esquivel, 9520 Tweedy Boulevard, expressed her concerns and disappointment with the current City Council.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 25, 2020

PUBLIC COMMENTS CON'T

Gil Hurtado, 10001 West Frontage Road, Space 215, spoke on all the various political accusations during the course of this election season.

Armando Velasquez, 3365 Independence Avenue, is excited about a new chapter of Kiwanis starting in South Gate and asked everyone to spread the word.

Tom Hall, 10505 St. James Avenue, expressed his concerns about the current City Council and wants to have a speed bump on St. James Avenue because of speeding.

Jasmine Beltran, 2718 Orchard Place, expressed her concerns about the ELAC building and the lack of communication with the residents about construction.

Jim Torres, is concerned that the City of South Gate would choose Beihai, China as a sister city and urges Council to choose a city that does not express communist beliefs and choose a city that stands for freedom of speech.

Nick Godoy, 8611 San Gabriel Avenue, thanked Mayor Bernal for contacting San Gabriel School and he had a meeting with the school regarding the traffic issues on his street.

RECESS

The City Council recessed at 8:12 p.m., and reconvened at 8:17 p.m., with 5 Members of Council present

Andrea Paulina, 11625 Utah Avenue, wanted to know what the status of the parking study is and when we will get any results.

Adolfo Varas, 10313 Jackson Avenue, expressed that he feels that he and his family are being disrespected by the Vice Mayor and her Commissioner.

Greg Martinez, 2603 Ohio Avenue, spoke about correcting the record regarding comments stated from the audience.

Andrew Esquivel, 4718 Tweedy Boulevard, spoke on Mr. Martinez's comments regarding the JAA.

Sylvia Masushige, expressed her concerns about the lack of respect towards people.

Mayor Bernal stated that before we get into comments from Staff she would like to address some of the points made in public comments. She asked the City Attorney to explain how an I.E. works.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 25, 2020

REPORTS AND COMMENTS

FROM CITY OFFICIALS

Raul Salinas, City Attorney stated that per the Brown Act we are limited as to what can be discussed that is not listed on the agenda he said we can have a very brief discussion. The City Attorney gave a brief explanation of how The City Municipal Code allows for the City to regulate the conduct of its election. He also explained that the City is not the only regulating body. The Fair Political Party Commission (FPPC) also regulates elections and independent expenditures.

Carmen Avalos, City Clerk explained how committees (PAC) can raise money and are not limited to how much can be raised by the entity providing such funding. She also spoke on the reporting process for donations and expenditures.

Mayor Bernal said that these forms are available to view at the City Clerk's Office. She also stated that at the last meeting the City Council did authorize staff to move into a review period and meet JAA Board Members to review finances. She has faith that Staff is going to be diligent that regardless of this election they will follow through.

Mr. Salinas provided the audience and City Council a review of the policies in place for signs placed in the public right of way during election and nonelection season.

The Mayor then asked Art Cervantes, Public Works Director to give a brief update on the parking survey.

Mr. Cervantes reported that he is ready to come back to Council with a report to explain implementation. He stated that once approved by City Council we need to establish a task force to decide which project to move forward with.

Steve Costley, Acting Parks and Recreation Director stated that the Azalea Festival will be starting on March 6th.

Joe Perez, Acting City Manager/Director of Community Development said that we are currently in an application process for the Home Recognition program and the deadline is March 1st.

Raul Salinas, City Attorney stated that he believes that the City has a well-regarded former City Council Member that used to say he might not agree with your point of view but he would fight for your right to express it. He believes especially at the City Council Meetings that we do need to allow the public come in and speak even though members of the audience might not agree with it.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 25, 2020

REPORTS AND COMMENTS FROM CITY OFFICIALS

CON'T

Greg Martinez, City Treasurer asked to adjourn tonight's meeting in memory of Jesus Alberto Vargas, South Gate Resident.

Carmen Avalos, City Clerk provided an update on the status of the election.

Council Member Davila attended the San Gabriel Elementary School Career Day and the Taste of the 63rd District Event hosted by Assembly Member Rendon.

Council Member De Witt spoke on the coronavirus and hopes that City staff will look into what we can do as a city. He also spoke on the situation on San Vicente and the recent parking study.

Council Member Rios spoke on the upcoming census and a complete count meeting will be held on Thursday, February 27th. He also spoke on the City Sister program.

Vice Mayor Dias, thanked Carmen Avalos, City Clerk for going to the Senior Center to explain the changes in the voting process. The Vice Mayor received a scholarship from USC to attend a sustainability summit.

Mayor Bernal encouraged everyone to get out and vote. She invited everyone to attend the State of the City which is scheduled for March 9th at the South Gate Park auditorium. We will be having guest speakers to update people on the projects help around the City.

The Mayor attended an event with the South Gate's Women's Club where we honored two long standing community members. She requested that the digital traffic signs display that voting has started.

CONSENT CALENDAR

Agenda Items 4, 7, 8, 9, 11, 12, 13 and 14 were unanimously approved by motion of Council Member De Witt and seconded by Mayor Bernal. Items 5, 6, and 10 was pulled for separate discussion.

4

LOCAL TRANSPORTATION SYSTEMS

The City Council unanimously adopted Resolution No. 2020-06-CC entitled - A Resolution of the City Council of City of South Gate authorizing application, submittal and receipt of Transformative Climate Communities (TCC) Planning Grants Program funds through the Strategic Growth Council for the preparation of a micro transit and mobility study during Consent Calendar.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 25, 2020

5

ENGINEERING

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

- a. Approved three As-Needed Professional Engineering Services Agreements with the following firms, each for a two year term with an option to extend each Agreement for two additional years, for an amount not-to-exceed \$240,000 per year, per Agreement:
 - 1. Willdan Engineering (Contract No. 2020-15-CC);
 - 2. KOA Corporation (Contract No. 2020-16-CC); and
 - 3. Interwest Consulting Group, Inc. (Contract No. 2020-17-CC);
- b. Authorized the use of Purchase Orders in directing work to the three firms in an amount not- to-exceed the approved amount for each Purchase Order; and
- c. Authorized the Mayor to execute the Agreements in a form acceptable to the City Attorney.

6

SOUNDWALL

The City Council unanimously approved A and B by motion of Council Member De Witt and seconded by Council Member Davila.

- a. Approved Agreement (Contract No. 2020-18-CC) with T.Y. Lin International Group for construction management and inspection services for the construction of the 1-710 Corridor Soundwall Project, Caltrans Contract 07-298014, City Project Nos. 587-ST and 547-ST, in an amount not-to-exceed \$665,866; and
- b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

7

3125 FIRESTONE

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

- a. Accepted the Grant Deed from J & Y 26 Firestone, LLC, to secure an 8-foot swath of right-of-way for street purposes, along Firestone Boulevard, for the proposed retail center at 3125 Firestone Boulevard necessary to achieve consistency with the Mobility Element of the South Gate General Plan 2035; and
- b. Authorized the Mayor to execute the Certificates of Acceptance in forms acceptable to the City Attorney.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 25, 2020

8

CITYWIDE SIDEWALK

IMPROVEMENT PHASE VI The City Council unanimously approved A and B during Consent Calendar.

- a. Approved Change Order No. 1 to Contract No. 3564 with CJ Concrete Construction, Inc., to reduce the quantity for root barrier installations and increase the quantity for concrete repairs, at no additional cost or savings; and
- b. Authorized the Assistant City Manager/Director of Public Works to execute Change Order No. 1.

9

SKY LIGHT

REPLACEMENT

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

- a. Accepted completion of construction of the Sports Center Roof Skylight Panel Replacement, City Project No. 586-ARC, completed by Inter-Sky Custom Skylights & Daylighting, Inc., effective January 30, 2020; and
- b. Directed the City Clerk to file the Notice of Completion with the Los Angeles County Registrar Recorder's Office.

10

MOU SGPOA

The City Council unanimously approved A and B by motion of Council Member Rios and seconded by Council Member De Witt.

- a. Approved Side Letter of Agreement with the South Gate Police Officers' Association regarding overtime court duty/court appearance for police officers; and
- b. Authorized the Mayor to execute the Side Letter of Agreement in a form acceptable to the City Attorney.

11

QUARTERLY

REPORT

The City Council unanimously received and filed the Quarterly Investment Report for the quarter ended September 30, 2019 during Consent Calendar.

12

SURPLUS PROPERTY

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

- a. Declared obsolete items as surplus property; and
- b. Authorizing U.S. Auction Services to sell these surplus items at auction.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 25, 2020

**13
POLICE CANINE
POLICY**

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

- a. Accepted \$2,500.00 donations from Accurate Steel Treating, Bordo, Inc., Metalsport, and Accurate Ion, for a total of \$10,000.00;
- b. Increased the Fiscal Year 2019/20 revenue projections in the Asset Forfeiture Fund, Account No. 235-4904 (Asset Forfeiture Fund - Donations) by \$10,000.00, from \$0.00 to \$10,000.00; and
- c. Authorized expenditure of \$15,871.25 from the Asset Forfeiture Fund for the purchase of one fully trained Narcotics Detection Canine and required handler training.

**14
POLICE**

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

- a. Approved Purchase Order with National Auto Fleet Group for the purchase of two pursuit vehicles and installation of necessary emergency equipment for the Police Department, in the total amount of \$105,950.40; and
- b. Approved Purchase Order with Motorola/BearCom for the purchase of radio equipment to outfit these two patrol vehicles, in the amount of \$16,273.78; and
- c. Approved Purchase Order with CDCE. Inc., for the purchase of Mobile Data Computers to outfit these two patrol vehicles, in the amount of \$12,683.93; and
- d. Appropriated \$12,970.11 from the unassigned Asset Forfeiture Fund balance to Account No. 235-570-21-9003 (Asset Forfeiture Fund - Auto/Rolling Stock) to adjust for the total purchase.

**15
WARRANTS**

The City Council unanimously approved the Warrants for February 25, 2020 by motion of Council Auditor Davila and seconded by Mayor Bernal.

Total of Checks:	\$2,431,960.01
Voids:	(\$ 0.00)
Total Payroll Deductions:	<u>\$ 284,747.24</u>
Grand Total:	\$2,147,212.77

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 25, 2020

ADJOURNMENT

Mayor Bernal adjourned the meeting in memory of Jesus Alberto Vargas, South Gate Resident at 9:52 p.m. and seconded by Council Member Davila.

PASSED and APPROVED this 10th day of March, 2020.

ATTEST:

M. Belén Bernal, Mayor

Carmen Avalos, City Clerk

WARRANT REGISTER FOR COUNCIL MEETING 3/10/2020

PART I

RECEIVED
4:55pm
MAR 4 2020

Final Check List
CITY OF SOUTH GATE

apChkLst
03/04/2020 10:08:58AM

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Check Total
87236	2/20/2020	00004865 SO CALIF EDISON	02/20/2020	2/20/2020	BILLING PRD - JANUARY 2020 &	128,107.34
	Voucher:					128,107.34
87237	3/10/2020	00004166 4 SERVICE INC.	200168	1/1/2020	JAN 2020- OFFSITE DATA STORA	2,230.00
	Voucher:					
87238	3/10/2020	00003502 ABC BATTERY INC.	102017	2/18/2020	8- BATTERIES FOR RESTOCK & I	738.51
	Voucher:					
			2252	2/19/2020	BATTERY FOR UNIT 612	77.25
			102919	2/19/2020	BATTERY FOR UNIT 638	92.06
			30992	2/3/2020	POLICE DEPARTMENT JUVANEL	33.08
87239	3/10/2020	00003766 ABEL GLASS & SCREEN				
	Voucher:					
87240	3/10/2020	00001467 ADMINISTRATIVE SERV. CO-OP	20013115	1/31/2020	JAN 2020 SERVICES FOR DIAL-A	65,815.24
	Voucher:					
87241	3/10/2020	00003971 ADMINISURE INC.	13084	2/19/2020	WORK COMP CLAIM ADMIN- MAI	9,224.00
	Voucher:					
87242	3/10/2020	00004372 AIRGAS USA, LLC	9098450137	2/19/2020	INVENTORY PO/ NITRILE GLOVE	1,546.03
	Voucher:					
			9097506355	1/22/2020	POOL SUPPLIES - CO2	184.51
			9097714756	2/24/2020	POOL, CO2 GAS. KEVIN H.	127.95
			1601676098	1/31/2020	FINANCE CHARGES FOR LATE F	2.80
87243	3/10/2020	00000185 ALL CITY MANAGEMENT SERVICE	166710	2/12/2020	SCHOOL CROSSING GUARD SR'	21,102.12
	Voucher:					
87244	3/10/2020	0011577 ALL PHASE ELECTRIC SUPPLY	C0946-476533	2/24/2020	ALL PHASE ELECTRIC SUPPLY-N	11,033.93
	Voucher:					
			0946-477570	2/18/2020	INVENTORY PO/ BATTERIES	233.73
87245	3/10/2020	0008914 AMERICAN EXPRESS				
	Voucher:					
			1217706-2684-8	1/16/2020	1/16/20-01/31/20 - HOMELESS EN	127.84
			1216243-2684-3	2/1/2020	FEB 2020 - 263-1669: SG RESDTI	312,518.00
87246	3/10/2020	0012470 ARMCO WASH INC	156	1/9/2020	DEC 2019 CAR WASH SRVS (80)	400.00
	Voucher:					
			157	2/5/2020	JAN 2020 CAR WASH SRVS (105)	525.00
87247	3/10/2020	0012500 ARZATE, EDGAR	Ref000264010	2/24/2020	UB REFUND CST #00061005 923;	204.28
	Voucher:					
87248	3/10/2020	00003692 AT&T MOBILITY	875963643X0216	2/8/2020	BILLING PRD- 01/9/20-02/8/20 (PI	1,132.73
	Voucher:					
			287288333867X0	2/2/2020	BILLING PRD- FEB 2020 - MDCS I	1,390.87
87249	3/10/2020	00000201 ATLANTIC LOCK & KEY	16810	1/16/2020	REYKEY LOCK CYLINDERS, SER	228.30
	Voucher:					
			16853-2020	2/18/2020	2- KEY MADE FOR UNIT 656	10.00

Item No. 7

Gray highlights indicate prepaid checks.

Page: 1

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
87250	3/10/2020	0010585 AUTOZONE STORES, INC. Voucher:	5488940555 5488928331 5488929339 5488940973 5488941393	2/25/2020 2/11/2020 2/12/2020 2/25/2020 2/26/2020	12- COOLANTS ANTENNA ADAPTER FOR UNIT 6 BRAKE FLUID TORQUE STRUT FOR UNIT 196 STEREO ADAPTOR HARNESSE FC	224.71 18.27 44.10 52.36 28.24	
87251	3/10/2020	0011292 AXLE TRANSMISSION XCHANGE, Voucher:	149278 149298 149288	2/11/2020 2/13/2020 2/12/2020	TRANSMISSION FLUID FOR UNP TRANSMISSION FILTER AND FLL TRANSMISSION FLUID FOR UNP	66.15 264.60 66.15	367.68
87252	3/10/2020	00000296 BD WHITE TOP SOIL CO INC Voucher:	82996	2/6/2020	GOLF FIELD SUPPLIES	641.00	641.00
87253	3/10/2020	0010615 BEARCOM Voucher:	4974141 4974129 4974144	2/3/2020 2/3/2020 2/3/2020	FEB 2020 BEARCOM-ANNUAL SE FEB 2020 BEARCOM-ANNUAL SE FEB 2020 BEARCOM-ANNUAL SE	2,270.06 323.48 175.52	3,087.87
87254	3/10/2020	0008396 BLUE DIAMOND MATERIALS Voucher:	4955886 1760317	1/2/2020 1/29/2020	JAN 2020 - BEARCOM-ANNUAL S DUMP FEES FOR ST DIV	318.81 175.00	493.81
87255	3/10/2020	00002469 BOB BARKER COMPANY Voucher:	1762039 UT1000524845	2/4/2020 2/14/2020	DUMP FEES FOR ST DIV JAIL SUPPLIES- DISPOSABLE SH	350.00 99.31	449.31
87256	3/10/2020	00003335 CALNENA, INC. Voucher:	000418 000417 000416	2/20/2020 2/20/2020 2/20/2020	TRAINING - CALNENA ANNUAL C TRAINING - CALNENA ANNUAL C TRAINING - CALNENA ANNUAL C	625.00 625.00 625.00	1,875.00
87257	3/10/2020	00000898 CENTRAL BASIN MUNI WATER DISG-JAN 20 Voucher:		2/12/2020	JAN 2020 - WATER SERVICE, FD	32,274.29	32,274.29

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
87258	3/10/2020	0006239 CENTRAL FORD Voucher:	350211	2/10/2020	ELECTRICAL CIRCUIT FOR UNIT	30.27	
			350745	2/19/2020	WATER PUMP AND RELATED PAI	416.86	
			350752	2/19/2020	3- VALVE COVER WASHER SEAL	19.12	
			350812	2/20/2020	FUEL PUMP WITH SENDING UNI	491.90	
			350821	2/20/2020	WASHER NOZZLES FOR UNIT 66	11.73	
			350688	2/18/2020	INNER TIE ROD END FOR UNIT 1	42.93	
			350763	2/19/2020	ENGINE MOUNT FOR UNIT 195	65.71	
			351026	2/25/2020	FUEL FILLER/POCKET FOR UNIT	40.25	
			351074	2/26/2020	2- TORQUE ARM FOR UNIT 196	131.07	
			350952	2/24/2020	SPARK PLUGS AND INJECTOR F	71.19	
			350994	2/24/2020	2SETS. BRAKE PADS FOR UNIT	145.20	
			350067		CREDIT FOR RETURN PARTS OF	-54.82	1,466.23
			350028	2/6/2020	POWER WINDOW SWITCH	54.82	
87259	3/10/2020	00005244 CITY OF LAKEWOOD Voucher:	4866	2/10/2020	JAN 2020 CONTRIBUTION TOWA	665.10	665.10
87260	3/10/2020	0011708 CLIENTFIRST TECHNOLOGY Voucher:	10784	11/30/2019	NOV 2019-IT MASTER PLANNING	1,000.00	
			11051	1/31/2020	JAN 2020- IT MASTER PLANNING	1,072.50	
			10690	10/31/2019	OCT 2019 -IT MASTER PLANNING	1,145.00	
			10527	8/31/2019	AUG 2019 - T MASTER PLANNING	380.00	3,597.50
87261	3/10/2020	0010904 CMR: BARRON, JOSHUA Voucher:	02/13/2020	2/18/2020	02/13/20 - PARKS COMMISSION	75.00	75.00
87262	3/10/2020	00003711 CMR: CASTILLO, MARIA DE LOUFSEP 2019- FEB 20 Voucher:		2/24/2020	CITIZEN ADVISORY COMMITTEE	125.00	125.00
87263	3/10/2020	00003341 CMR: CYPERT, JENNIFER Voucher:	02/13/2020	2/13/2020	02/13/20 - PARKS COMMISSION	75.00	75.00
87264	3/10/2020	0008971 CMR: DELGADO, JOSE G. Voucher:		FEB 4 & FEB 18, 2	02/18/2020 - PLANNING COMMIS:	125.00	125.00
87265	3/10/2020	00003905 CMR: ESQUIVEL, CANDICE T Voucher:		SEP 2019- FEB 20	CITIZEN ADVISORY COMMITTEE	150.00	150.00
87266	3/10/2020	00003712 CMR: ESQUIVEL, CYNTHIA Voucher:		SEP 2019- FEB 20	CITIZEN ADVISORY COMMITTEE	150.00	150.00
87267	3/10/2020	0012358 CMR: GLAZE, YODIT Voucher:		SEP 2019- FEB 20	CITIZEN ADVISORY COMMITTEE	100.00	100.00
87268	3/10/2020	0007188 CMR: HICKLIN, JIM Voucher:	02/13/2020	2/18/2020	02/13/20 - PARKS COMMISSION	75.00	75.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
87269	3/10/2020	0010997	FEB 4 & FEB 18, ;	2/24/2020	CITIZEN ADVISORY COMMITTEE	250.00	250.00
		Voucher:					
87270	3/10/2020	0011514	SEP 2019-	FEB 20	CITIZEN ADVISORY COMMITTEE	125.00	125.00
		Voucher:					
87271	3/10/2020	00003903	SEP 25-	FEB 20	CITIZEN ADVISORY COMMITTEE	150.00	150.00
		Voucher:					
87272	3/10/2020	0010134	SEP 2019-	FEB 20	CITIZEN ADVISORY COMMITTEE	150.00	150.00
		Voucher:					
87273	3/10/2020	0010994	SEP 2019-	JAN 20	CITIZEN ADVISORY COMMITTEE	75.00	75.00
		Voucher:					
87274	3/10/2020	0009701	JAN 2020-	FEB 20	CITIZEN ADVISORY COMMITTEE	150.00	150.00
		Voucher:					
87275	3/10/2020	00001242	FEB 4 & FEB 18, ;	2/24/2020	2/4 & 2/18/2020 - PLANNING COM	250.00	250.00
		Voucher:					
87276	3/10/2020	0010995	JAN 2020-	FEB 20	CITIZEN ADVISORY COMMITTEE	100.00	100.00
		Voucher:					
87277	3/10/2020	0010131	FEB 4 & FEB 18, ;	2/24/2020	02/04 & 02/18/2020 - PLANNING C	250.00	250.00
		Voucher:					
87278	3/10/2020	0008000	SEP 2019-	FEB 20	CITIZEN ADVISORY COMMITTEE	125.00	125.00
		Voucher:					
87279	3/10/2020	0010626	FEB 4 & FEB 18, ;	2/24/2020	02/18/2020 - PLANNING COMMIS:	125.00	125.00
		Voucher:					
87280	3/10/2020	0009699	SEP 2019-	FEB 20	CITIZEN ADVISORY COMMITTEE	125.00	125.00
		Voucher:					
87281	3/10/2020	00000311	669770	2/26/2020	AC HOSE FOR UNIT 351	208.12	
		Voucher:	667021	2/18/2020	AC CONDENSER FOR UNIT 351	1,094.62	1,302.74
87282	3/10/2020	00004583	66096	2/13/2020	SG MUNICIPAL CODE - WEB UPC	129.50	129.50
		Voucher:					
87283	3/10/2020	0011922	CONCENTRA MEDICAL CENTER\$6990248	2/19/2020	2/19/20 LAX SANTA FE SPRING A	905.00	
		Voucher:	67061559	2/20/2020	02/05/2020-02/06/2020 PHYSICAL	431.00	1,502.00
87284	3/10/2020	00005110	67063595	2/12/2020	02/07/20-02/08/20 BOOKING EXA	166.00	
		Voucher:	RE-PW-19120902:	12/9/2019	RI CK#86829 - THROUGH NOV 20	531.65	1,388.73
87285	3/10/2020	0006251	RE-PW-19111202:	11/12/2019	THRU OCT 2019 - ELECT MAINT :	857.08	
		Voucher:	14851	2/18/2020	ADULT SPORTS SUPPLIES	198.26	198.26

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
87286	3/10/2020	00000612	1713	2/12/2020	SUPPLIES FOR PROPERTY ROO	500.03	500.03
	Voucher:						
87287	3/10/2020	0012482	Ref000263997	2/19/2020	UB REFUND CST #00059377 462	204.28	204.28
	Voucher:						
87288	3/10/2020	00001423	DAILY JOURNAL CORPORATION B3343943	2/20/2020	NOTICE INVITING BIDS: 68560 S	845.00	845.00
	Voucher:						
87289	3/10/2020	00001565	DEPT OF JUSTICE-(DOJ) CENTR433389	2/5/2020	JAN 2020 - FINGERPRINT APPS	466.00	466.00
	Voucher:						
87290	3/10/2020	00003777	DON MILLER & SONS PLUMBING 309707	1/17/2019	PARK FACILITIES RESTROOM UI	1,089.34	966.65
	Voucher:						
87291	3/10/2020	0012498	DURON, XOCHITL 311108	2/24/2020	CREDIT RETURN PARTS BPO#1C	-122.69	175.05
	Voucher:						
87292	3/10/2020	00001788	ECONOLITE SYSTEMS, INC. 154521	1/30/2020	POWER SUPPLY UNITS FOR TR	1,802.59	1,802.59
	Voucher:						
87293	3/10/2020	0012472	ELBOW GREASE AUTO DETAIL, I12202019	12/20/2020	MOBLE CAR WASH OF 15 PW VI	223.00	223.00
	Voucher:						
87294	3/10/2020	0010124	ELECNOR BELCO ELECTRIC, INC14-0361-002	11/30/2019	THRU 11/30/19 -TRAFFIC SIGNAL	1,319.25	1,319.25
	Voucher:						
87295	3/10/2020	00001917	ENTENMANN - ROVIN CO. 0149686-IN	2/11/2020	BADGES REPAIR/REFINISH/REPI	126.24	126.24
	Voucher:						
87296	3/10/2020	00000619	FALCON FUELS, INC. 16150	12/4/2019	REGULAR UNLEADED FUEL	4,463.32	
	Voucher:						
			18498	2/5/2020	REGULAR UNLEADED FUEL	3,959.81	
			17950	1/22/2020	REGULAR UNLEADED FUEL	25,809.45	
			17605	1/9/2020	REGULAR UNLEADED FUEL	4,013.16	
			17374	1/8/2020	REGULAR UNLEADED FUEL	9,696.13	
			18499	2/5/2020	REGULAR UNLEADED FUEL	9,820.94	
			18522	2/5/2020	ULTRA LOW SULFUR DIESEL	4,699.32	
			18253	2/5/2020	ULTRA LOW SULFUR DIESEL	2,379.66	64,841.79
87297	3/10/2020	00002026	FEDERAL EXPRESS CORPORATI6-928-54770	2/14/2020	FEDEX STANDARD OVERNIGHT	21.29	
	Voucher:						
87298	3/10/2020	0012491	FELIX, CYNTHIA 6-928-03768	2/14/2020	FEDEX PRIORITY OVERNIGHT &	248.60	269.89
	Voucher:						
			Ref000264000	2/19/2020	UB REFUND CST #00062963 972I	91.90	91.90
87299	3/10/2020	0005869	FERGUSON WATERWORKS 0702857-1	2/3/2020	INVENTORY PO/ WATER PARTS	364.24	
	Voucher:						
			CM057023		CREDIT FOR RETURN PARTS IN'	-296.96	
			0702857	1/22/2020	INVENTORY PO/ WATER PARTS	1,859.26	1,926.54

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
87300	3/10/2020	00003770	FLEMING ENVIRONMENTAL INC. 15859	2/17/2020	ANNUAL MONITOR SYS CERT PF	975.00	
		Voucher:	15840	2/7/2020	ANNUAL AQMD VAP RECOV TES	1,075.00	
			15841	2/7/2020	ANNUAL AQMD VAPOR TEST - P/	1,269.06	
			15860	2/17/2020	ANNUAL MONTOR SYS CERT PD	1,050.00	
			15858	2/17/2020	ANNUAL VAPOR REC TEST - COI	800.00	5,169.06
87301	3/10/2020	0010898	INV-06310	11/25/2019	PROCURE AND INSTALL INFORM	8,059.85	8,059.85
		Voucher:					
87302	3/10/2020	0010237	562-622-5327-02-	2/19/2020	BILLING- 02/19/20-03/18/20	55.61	
		Voucher:	562-928-0039-03/	2/25/2020	BILLING- 02/25/20-03/24/20	55.61	111.22
87303	3/10/2020	0012499	Ref000264009	2/24/2020	UB REFUND CST #00063332 9310	186.75	186.75
		Voucher:					
87304	3/10/2020	00004934	115 800 9600 3-02	2/13/2020	BILLING PRD- 01/11/20 -02/11/20	5,381.69	
		Voucher:	094 300 7500 3-02	2/18/2020	BILLING PRD- 01/14/20 -02/13/20	943.43	
			189-300-9500-7 0	2/19/2020	BILLING PRD- 01/15/20 -02/14/20	1,266.55	
			083 407 6536 4-02	2/24/2020	BILLING PRD- 01/21/20 -02/20/20	21.92	
			126 300 9600 1-02	2/13/2020	BILLING PRD- 01/11/20 -02/11/20	22.39	7,635.98
87305	3/10/2020	00002304	27598A	1/31/2020	CONSTRUCTION SERVICES FOF	185,174.00	185,174.00
		Voucher:					
87306	3/10/2020	0010016	111920-07	2/10/2020	JAN 2020-FIXED ROUTE (GATE) -	43,107.30	43,107.30
		Voucher:					
87307	3/10/2020	0008109	2020-22993	2/20/2020	UNIFORM ACCESSORIES FOR O	302.53	
		Voucher:	2020-23106	2/22/2020	UNIFORM AND ACCESSORIES F	288.35	590.88
87308	3/10/2020	00002890	9427255410	3/14/2020	CROSSBOX FOR TRUCK	930.21	930.21
		Voucher:					
87309	3/10/2020	00002568	HAAKER EQUIPMENT COMPANY C59080	2/24/2020	HOSES FOR SEWER JETTER	449.47	449.47
		Voucher:					
87310	3/10/2020	0011526	672274	2/12/2020	MULTI CHLOR	598.00	
		Voucher:	672276	2/12/2020	MULTI CHLOR	529.48	
			672277	2/12/2020	MULTI CHLOR	454.73	
			672279	2/12/2020	MULTI CHLOR	772.41	2,354.62
87311	3/10/2020	0009879	0027514-IN	2/27/2020	JAN - MARCH 2020 - CONTRACT	3,375.00	3,375.00
		Voucher:					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
87312	3/10/2020	00000268 HOME DEPOT CREDIT SERVICES	7370597	2/20/2020	GROUNDS MAINT. SUPPLIES	344.30	
		Voucher:	3370537	2/4/2020	PLUMBING SUPPLIES FOR JAIL	334.82	
			2403622	2/5/2020	INVENTORY PO/ SPRAY BOTTLE	264.51	
			2253600	2/5/2020	INVENTORY PO/ SPRAY BOTTLE	260.37	
			6350253	2/11/2020	FACILITY MAINT. SUPPLIES	78.88	
			3360302	2/4/2020	PARK RESTROOM PLUMBING UF	73.39	
			5360322	2/12/2020	GROUNDS MAINT. SUPPLIES	80.37	
			6350252	2/11/2020	GROUNDS MAINT. SUPPLIES	227.15	
			8370520	1/30/2020	TOOLS FOR SHOP TO DOOR	101.13	
			8370519	1/30/2020	PARK BENCHES AND BLEACHER	232.46	
			2350246	2/5/2020	LUMBER FOR ST DIV	92.71	
			4370579	2/13/2020	GROUNDS MAINT. SUPPLIES	54.93	
			3370539	2/4/2020	PARK RESTROOM PLUMBING UF	65.35	
			4370528	2/3/2020	MATERIALS FOR BASEMENT	71.89	
			8360340	2/19/2020	SUPPLIES FOR ST DIV	174.61	
			4360326	2/13/2020	SUPPLIES FOR ST DIV	37.35	
			1350242	2/6/2020	PAINT FOR PARKS PROJECT	479.84	
			7340264	2/10/2020	SUPPLIES FOR PARK PROJECT	93.51	
			1350247	2/6/2020	PAINT FOR GRAFFITI-TRAFFIC C	500.65	
			7370570	2/10/2020	PAINT FOR PARK FAC STAFF RE	58.16	
			9370592	2/18/2020	PAINT SUPPLIES FOR JAIL CELL	98.66	
87313	3/10/2020	00000647 HONEYWELL INTERNATIONAL IN	5250775695	2/1/2020	HONEYWELL INTERNATIONAL IN	8,540.00	3,725.04 8,540.00
		Voucher:					
87314	3/10/2020	0008145 INTELIGHT	135186	12/27/2019	INTELIGHT- TRAFFIC SIGNAL MA	1,556.90	1,556.90
		Voucher:					
87315	3/10/2020	0011871 INTER-SKY, INC.	11104	1/15/2020	THRU 11/15/20-CONST SPORTS I	192,473.80	192,473.80
		Voucher:					
87316	3/10/2020	00004578 INTERWEST CONSULTING GROU	56530	1/22/2020	PLAN CHECK SERVICES	8,556.78	8,556.78
		Voucher:	56501	2/25/2020	CONSULTANT SERVICES - INTEF	7,725.00	16,281.78
87317	3/10/2020	00003065 J.G. TUCKER & SON INC.	12800	2/4/2020	INVENTORY PO/ SHOVELS	1,274.38	1,274.38
		Voucher:					
87318	3/10/2020	0012488 JACOB SVERDLOV, LAW OFFICE	CASTILLO 02/02/2	2/24/2020	PAYMENT OF SETTLEMENT AMC	7,500.00	7,500.00
		Voucher:					
87319	3/10/2020	0012495 JAFIDANI CLOTHING INC	Ref000264004	2/24/2020	UB REFUND CST #00059396 993	37.93	37.93
		Voucher:					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
87320	3/10/2020	00000209 JHM SUPPLY, INC. Voucher:	53027/3	2/13/2020	GROUPS EQUIPMENT PARTS	995.19	995.19
87321	3/10/2020	0005586 JOE A. GONSALVES & SONS Voucher:	158062	2/20/2020	MARCH 2020 - LEGISLATIVE ADV	2,545.00	2,545.00
87322	3/10/2020	00000430 JOHN L. HUNTER AND ASSOCIATSGNP1219 Voucher:	SGIW1219	2/12/2020	DEC 2019 - PROFESSIONAL SER	4,071.25	4,878.75
87323	3/10/2020	0011585 JOHNSON CONTROLS FIRE Voucher:	86540275	2/12/2020	DEC 2019 - ROFESSIONAL SVCS	807.50	534.00
87324	3/10/2020	0012497 JUARES, ANDRES Voucher:	Ref000264007	2/5/2020	REPAIRS TO FIRE SURPPRESSIK	534.00	120.25
87325	3/10/2020	0006905 LA COUNTY SHERIFF'S DEPARTM202351BL Voucher:		2/24/2020	UB REFUND CST #00060945 291;	120.25	1,232.65
87326	3/10/2020	00000455 LIBERTY FLAGS INC. Voucher:	92149	2/11/2020	JAN 2020 FOOD FOR THE JAIL	1,232.65	646.00
87327	3/10/2020	00004384 LIEN ON ME, INC. Voucher:	559329445	2/24/2020	INVENTORY PO/ FLAGS	646.00	62.02
87328	3/10/2020	0012291 LPA, INC. Voucher:	93954	2/12/2020	BILL REVIEW: - CLAIM #102919RI	62.02	1,839.60
87329	3/10/2020	0012492 MACHADO, STELLA Voucher:	Ref000264001	2/11/2020	ARCHITECTURL DESIGNS FOR T	1,839.60	105.17
87330	3/10/2020	00004060 MCMMASTER-CARR SUPPLY CO Voucher:	35251759	2/19/2020	PRESSURE GAUGE	40.95	40.95
87331	3/10/2020	0012496 MENDEZ JR, JOEL Voucher:	Ref000264005	2/19/2020	UB REFUND CST #00062918 894(105.17	59.49
87332	3/10/2020	0012181 METRON-FARNIER, LLC. Voucher:	30008	2/24/2020	UB REFUND CST #00055446 951;	59.49	8,834.62
87333	3/10/2020	00000170 MISC - PKS & REC REFUND Voucher:	231269/231724 AC	10/11/2019	HYDRANT METER	8,834.62	72.00
87334	3/10/2020	00000170 MISC - PKS & REC REFUND Voucher:	224709	2/27/2020	REFUND: TINY TOTTS. ALBA AGU	72.00	21.00
			228512	1/2/2020	MEMBERSHIP CHARGE IN ERRC	21.00	42.00
				2/1/2020	MEMBERSHIP CHARGE IN ERRC	21.00	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
87335	3/10/2020	0008506 MUNITEMPS Voucher:	129672	2/21/2020	02/03-02/13/20 - HR ANALYST- TA	4,105.50	
			129638	1/24/2020	01/06/20-01/16/20 - PW PROJECT	3,600.00	
			129654	2/7/2020	01/20/20-01/30/20 - PW PROJECT	3,500.00	
			129671	2/16/2020	02/03/20-02/13/20 - PW PROJECT	3,600.00	
			129554	11/15/2020	10/27/19-11/10/19 - PW PROJECT	9,700.00	
			129571	11/29/2019	11/11/19-11/21/19 - PW PROJECT	5,200.00	
			129589	3/3/2020	11/25/19-12/5/19 - PW PROJECT	5,000.00	
			129607	12/27/2019	11/25/19-12/5/19 - PW PROJECT	4,900.00	39,605.50
87336	3/10/2020	0012071 NADA BUS, INC. Voucher:	50418	2/24/2020	2/21/20 - TRIP TO LONG BEACH	885.00	
			50385	2/11/2020	TRIP ON 02/06/20 TO HARRAH'S	1,290.00	
			50386	2/11/2020	TRIP ON 02/08/20 TO VALENTINE	625.00	2,800.00
87337	3/10/2020	00004969 NATIONAL READY MIXED CONCR Voucher:	405153260001RI	1/28/2020	CONCRETE FOR 10143 ATLANTI	2,359.71	2,359.71
87338	3/10/2020	0012286 NATIONWIDE ENVIRONMENTAL, Voucher:	30674	2/15/2020	CITYWIDE STREET SWEEPING C	56,580.00	56,580.00
87339	3/10/2020	00001414 OFFICE DEPOT Voucher:	405153260001RI	2/24/2020	REF CK #86086 CREDIT MEMO II	342.62	456.83
			4051538800011RI	2/24/2020	REF CK #86086. CREDIT MEMO II	114.21	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
87340	3/10/2020	0007984 O'REILLY AUTO PARTS Voucher:	3063-334503	2/24/2020	TRAINING CLASS FOR JUAN GO	94.95	
			3063-334504	2/24/2020	TRAINING CLASS FOR VICTOR F	94.95	
			3063-334543	2/24/2020	BRAKE PADS FOR UNIT 196	85.28	
			3063-334575	2/24/2020	FUEL PUMP SWITCH FOR UNIT 4	59.39	
			3063-334589	2/24/2020	WATER PUMP FOR UNIT 445	41.90	
			3063-333850	2/20/2020	12QTS. TRANSMISSION FLUID FI	112.32	
			3063-332117	2/10/2020	WHITE GREASE	39.60	
			3063-332293	2/11/2020	ALTERNATOR FOR UNIT 290	214.23	
			3063-332362	2/11/2020	RADIO WIRE HARNESS ADAPTEI	14.32	
			3063-332393	2/11/2020	BRAKE PADS AND ROTORS FOR	122.52	
			3063-332548	2/12/2020	3- OIL FILTER FOR UNIT 170	7.51	
			3063-332615	2/13/2020	OIL PRESSURE SWITCH FOR UN	26.32	
			3063-332677	2/13/2020	WINDOW REGULATOR FOR UNII	135.41	
			3063-333845	2/20/2020	6- WIPER BLADES FOR UNIT 663	39.06	
			3063-333728	2/19/2020	BELT PULLIES FOR UNIT 151	25.78	
			3063-33470	2/25/2020	GROUPS MAINT. EQUIPMENT F	189.29	
			3063-332457	2/12/2020	HEAT SHRINK TUBE	16.53	
			3063-335012	2/27/2020	BRAKE ROTORS AND PADS FOR	395.47	
			3063-335028	2/27/2020	MANIFOLD GASKET SET FOR UN	14.07	1,728.90
87341	3/10/2020	00001297 PD: ARANA, MANUEL Voucher:	212518A	2/19/2020	TRAINING-DRONE PROGRAM AN	727.30	727.30
87342	3/10/2020	0008095 PD: PADILLA, BRIAN Voucher:	1-2645-02/17/20	2/17/2020	TRAINING- ICI DOMESTIC VIOLE	134.55	134.55
87343	3/10/2020	00003808 PD: RODRIGUEZ, JUAN Voucher:	618102	2/18/2020	TRAUMA RESPONSE SUPPORT I	79.98	79.98
87344	3/10/2020	0012487 PD: ROSALES, NELSON Voucher:	1-2646	2/17/2020	TRAVEL/PER DIEM-ADULT CORR	1,446.81	1,446.81
87345	3/10/2020	0012490 PENNBROOK FINANCIAL SERVICRef000263999 Voucher:		2/19/2020	UB REFUND CST #00059107 573!	169.69	169.69
87346	3/10/2020	00004713 PETTY CASH- PARKS & REC.DEPO1/22/20-02/10/20; Voucher:		2/13/2020	PETTY CASH RECEIPTS - 01/22/2	317.76	317.76
87347	3/10/2020	00004714 PETTY CASH- POLICE DEPT. - Voucher:	AA-09/13/19-2/11/	2/18/2020	PETTY CASH-POLICE DEPT-AA-	725.92	725.92
87348	3/10/2020	00004714 PETTY CASH- POLICE DEPT. - Voucher:	JM 01/16/20-02/12	2/20/2020	PETTY CASH- POLICE DEPT- JM	360.88	360.88

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
87349	3/10/2020	00002335 PITNEY BOWES	MAR 2020	3/1/2020	RESERVE ACCOUNT NO. 347190	3,000.00	3,000.00
		Voucher:					
87350	3/10/2020	00004391 PK. PYRO SPECTACULARS, INC. 20200321		2/26/2020	FIREWORKS FOR AZALEZ FESTI	5,000.00	5,000.00
		Voucher:					
87351	3/10/2020	00000488 PRAXAIR DISTRIBUTION, INC. 94392371		1/22/2020	WELDING SUPPLIES	141.39	
		Voucher:					
87352	3/10/2020	0005368 PRINTCO DIRECT 94448061		1/22/2020	POLICE DEPARTMENT JUVENAL	415.15	556.54
		Voucher:					
87353	3/10/2020	0012493 PROPERTIES, GRIFFIN WESTMINRef00264002		2/6/2020	BUSINESS CARDS	33.08	
		Voucher:					
87354	3/10/2020	0006933 PSYCHOLOGICAL CONSULTING /523870		2/7/2020	LETTERHEAD	303.19	336.27
		Voucher:					
87355	3/10/2020	00000416 RAPID-O-PRINT 19603		2/13/2020	UB REFUND CST #00063088 867;	150.10	150.10
		Voucher:					
87356	3/10/2020	0012494 ROSERO, JULIA Ref00264003		2/7/2020	01/22/2020, PRE-EMPLOYMENT E	1,600.00	1,600.00
		Voucher:					
87357	3/10/2020	00004821 S & J SUPPLY COMPANY, INC. S100149485.001		2/13/2020	#10 WINDOW ENVELOPES WITH	265.70	265.70
		Voucher:					
87358	3/10/2020	0008369 SAFETY-KLEEN SYSTEM, INC 82351585		2/24/2020	UB REFUND CST #00043536 964;	10.00	10.00
		Voucher:					
87359	3/10/2020	00000322 SAM'S CLUB 82351582		2/12/2020	WATER SUPPLIES	570.39	570.39
		Voucher:					
				2/10/2020	1DRUM. AUTOMOATIC TRANSMI:	583.46	
				2/10/2020	2DRUMS. 5W-30 MOTOR OIL	1,597.45	2,180.91
				2/25/2020	YOUTH PROGRAM SUPPLIES (N	22.98	
				2/25/2020	GOLF COURSE CONCESSIONS (105.54	
				2/11/2020	SENIOR CTR PROG. SUPPLIES (104.02	
				2/12/2020	GOLF COURSE CONCESSIONS	348.42	
				2/12/2020	ERC VALENTINE'S DAY SPAGHE	91.74	
				1/30/2020	GOLF COURSE CONCESSIONS	116.56	816.16
				2/4/2020	SENIOR PROGRAM SUPPLIES	26.90	
				2/20/2020	INVENTORY PO/ PAINT	123.04	
87360	3/10/2020	0005808 SCOTCH PAINT CORPORATION 1718		2/7/2020	RI CK# 87198 - INVENTORY PO/F	2,607.68	2,730.72
		Voucher:					
87361	3/10/2020	0008973 SCOTT ROBINSON CHRYSLER DICM157148-RI 1672-RI		2/10/2020	RI CK# 87198 CREDIT FOR RETU	-82.13	
		Voucher:					
				2/19/2020	BRAKE PADS FOR UNIT 149	400.52	605.83
				2/19/2020	BRAKE PADS FOR RESTOCK	287.44	280.24
87362	3/10/2020	0010623 SECTRAN SECURITY INC. 20020450		2/1/2020	FEB 2020- ARMORED TRUCK SE	280.24	280.24
		Voucher:					

Final Check List
CITY OF SOUTH GATE

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
87363	3/10/2020	0005312	14587	2/10/2020	ANNUAL SERVICE AGREEMENT-	120.00	120.00
		Voucher:					
87364	3/10/2020	0012098	1350	1/24/2020	LINE PIPE & SERVICES LINE PAF	689.98	689.98
		Voucher:					
87365	3/10/2020	00005096	3536974-RI	12/3/2019	RI CK# 86923 - FLAT FEE-LAST F	143.22	143.22
		Voucher:					
87366	3/10/2020	0012379	005485	12/4/2019	WHEELCHAIR RAMP - 10145 ATL	4,765.00	4,765.00
		Voucher:					
87367	3/10/2020	0009420	15758432 020720	2/7/2020	JAN 2020 - DRINKING WATER SY	556.25	556.25
		Voucher:					
87368	3/10/2020	0009562	13813	2/12/2020	STEALTH III/IV BATTERY	154.35	154.35
		Voucher:					
87369	3/10/2020	00004897	6735571-9	2/28/2020	ARMANDO MUNOZ/PPD FIRST AID	1,672.58	1,672.58
		Voucher:					
87370	3/10/2020	0010822	593591	12/31/2009	STURGEON ELECTRIC: TRAF. SI	26,573.67	26,573.67
		Voucher:					
87371	3/10/2020	00000273	326311	1/31/2020	MATERIALS FOR PAINT CREW	399.77	399.77
		Voucher:					
87372	3/10/2020	00004906	SW-0187703	1/9/2020	ANNUAL PRMT FEE- 1/1/20-12/31	1,492.00	1,492.00
		Voucher:					
87373	3/10/2020	00004906	SC-119829	6/20/2019	SITE CLEAN-UP 7916 LONG BEA	484.75	484.75
		Voucher:					
87374	3/10/2020	00004921	50017427	2/4/2020	FOUNDATIONS MAINTENANCE SUPP	421.99	421.99
		Voucher:					
87375	3/10/2020	0009039	51550866	2/26/2020	P/E 01/24/20 - PRJ #194-6081 - TA	29,455.40	29,455.40
		Voucher:					
87376	3/10/2020	0009039	51531607	12/16/2019	THRU 12/13/19 - DESIGN SERVIC	3,534.23	3,534.23
		Voucher:					
87377	3/10/2020	00003851	841778870	2/1/2020	JAN 2020 - WEST INFORMATION	405.82	405.82
		Voucher:					
87378	3/10/2020	0008153	0719691021220	2/12/2020	ACCT# 8448 30 017 0719691 - 2/1	113.12	113.12
		Voucher:					
87379	3/10/2020	0011640	12567653	2/6/2020	4- TIRES FOR UNIT 127	504.63	504.63
		Voucher:	12728102	2/18/2020	4- TIRES FOR UNIT 138	586.61	586.61
		Voucher:	12567646		CREDIT:4 - TIRES FOR UNIT 127 (-586.49	504.75

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
87380	3/10/2020	0008005	U.S. BANK-PARS ACCT#67460225MAR 2020	3/1/2020	PARS SUPPLMNTL RETIREMNT F	5,671.35	5,671.35
			Voucher:				
87381	3/10/2020	0008005	U.S. BANK-PARS ACCT#67460225APR 2020 - LOUIE	4/1/2020	KEN LOUIE - PARS - EXCESS BE	160.00	
			Voucher:				
			APR 2020 - MOST	4/1/2020	M.MOSTAKHAMI - EXCESS BENF	680.00	
			APR 2020 - R.BAT	4/1/2020	RON BATES - PARS-EXCESS BEI	550.00	1,390.00
87382	3/10/2020	00004964	UNDERGROUND SERVICE ALERT120200188	2/1/2020	DIG ALERTS- 350 TICKETS & \$10	587.50	
			Voucher:				
			DSB20190139	2/1/2020	CALIFORNIA STATE FEE FOR RE	154.27	741.77
87383	3/10/2020	0005750	UNITED INDUSTRIES	2/26/2020	INVENTORY PO/NITRILE GLOVE	907.17	907.17
			Voucher:				
87384	3/10/2020	0011926	URM TECHNOLOGIES, INC.	2/20/2020	LATE PAYMENT FEE FOR ACCOL	0.27	0.27
			Voucher:				
87385	3/10/2020	00004975	US ARMOR	1/1/2020	VEST- ENFORCER CONCEALABI	534.43	534.43
			Voucher:				
87386	3/10/2020	00003928	US BANK TRUST N.A.	3/1/2020	MAR 2020 - COSG 2005 PENSION	167,745.08	
			Voucher:				
			1549888	2/7/2020	DEC 2019 WTR REV BOND SER /	118,941.11	1,234,574.16
			1549886	2/7/2020	DEC 2019 WTR REV COND SER /	947,887.97	
87387	3/10/2020	00000379	VERIZON BUSINESS	2/25/2020	BILLING -01/15/2020 - 02/14/2020	55.45	55.45
			Voucher:				
87388	3/10/2020	0012270	VLS MOBILE ENTERTAINMENT	2/13/2020	DJ SERVICES FOR EASTER FES	350.00	350.00
			Voucher:				
87389	3/10/2020	0012489	VONDE, F. R	2/19/2020	UB REFUND CST #00035608 401;	40.00	
			Voucher:				
			Ref000264006	2/24/2020	UB REFUND CST #00035608 401;	61.16	101.16
87390	3/10/2020	00002634	VULCAN MATERIALS COMPANY	2/10/2020	ASPHALT FOR ST DIV	169.45	
			Voucher:				
			72489893	2/7/2020	ASPHALT FOR ST DIV	87.05	
			72494368	2/12/2020	ASPHALT FOR ST DIV	1,005.46	1,354.94
			278440	1/31/2020	FINANCE CHARGES	92.98	
87391	3/10/2020	00004423	WALTERS WHOLESALE ELECTRI'S114882841.001	1/22/2020	STREET LIGHT SYSTEM: TAPE F	304.15	
			Voucher:				
			S114882869.001	1/22/2020	SPORTS CENTER POOL STADIUI	86.72	390.87
87392	3/10/2020	00000028	WATER REPLENISHMENT DISTRI2019-06-T22-07	1/29/2020	TITLE 22 GRNDWTR MNTR- ADM	13,934.00	13,934.00
			Voucher:				
87393	3/10/2020	00002593	WAXIE'S SANITARY SUPPLY	2/12/2020	GROUNDS MAINT. SUPPLIES	1,067.00	
			Voucher:				
			78919388	2/24/2020	FACILITY MAINT. SUPPLIES	11.45	
			78912813	2/20/2020	FACILITY MAINT. SUPPLIES	187.18	1,265.63
87394	3/10/2020	0010471	WEBSTER'S BEE'S REMOVAL SR'1402	2/18/2020	BEE REMOVAL AT 10101 ALEXAN	285.00	285.00
			Voucher:				

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
87395	3/10/2020	0010476	W0A2249-COSOU	1/28/2020	SAMPLES	30.00	
			W0A2251-COSOU	1/28/2020	SAMPLES	30.00	
			W0A1738-COSOU	1/20/2020	SAMPLES	170.00	
			W0A2083-COSOU	1/27/2020	SAMPLES	115.00	
			W0B0367-COSOU	2/6/2020	WATER QUALITY SAMPLING	130.00	
			W0A2374-COSUT	1/30/2020	SAMPLES	130.00	
			W0B0008-COSOU	2/3/2020	SAMPLES	30.00	
			W0B0221-COSOU	2/5/2020	SAMPLES	540.00	
			W0B0366-COSOU	2/3/2020	SAMPLES	235.00	
			W0A2420-COSOU	1/31/2020	SAMPLES	170.00	
			W0B0740-COSOU	2/13/2020	WATER QUALITY SAMPLING	170.00	
			W0B0792-COSOU	2/14/2020	WATER QUALITY SAMPLING	30.00	
			W0B0791-COSOU	2/14/2020	WATER QUALITY SAMPLING	75.00	1,855.00
87396	3/10/2020	00000482	156730	1/31/2020	ANNUAL TREE MAINT - AMEND #	35,691.65	
			157536	2/15/2020	2/1/20-2/15/20 - TREE TRIMMING	39,988.25	75,679.90
87397	3/10/2020	00000032	10231	2/4/2020	CSG LATE NOTICES CYCLES 5 &	347.50	
			10232	2/4/2020	CSG LATE NOTICES CYCLES 7 & 8 JOB# 1	1,650.47	
			10277	2/5/2020	CSG LATE NOTICES CYCLES 1 & 2 JOB #	2,123.80	
			10239	2/5/2020	CSG LATE NOTICES CYCLES 7 & 8 JOB# 1	1,583.21	
			10222	2/4/2020	CSG LATE NOTICES CYCLES 7 & 8 JOB# 1	1,579.74	
			10221	2/4/2020	CSG LATE NOTICES 10 JOB# 1-1	165.50	
			10224	2/4/2020	CSG LATE NOTICES 3 & 4 JOB# 1	319.00	
			10223	2/4/2020	CSG LATE NOTICES 5 & 6 JOB# 1	1,808.25	
			10226	2/4/2020	CSG LATE NOTICES 1 & 2 JOB #	338.67	
			10225	2/4/2020	CSG LATE NOTICES 3 & 4 JOB #1	1,703.89	
			10228	2/4/2020	CSG LATE NOTICES 7 & 8 JOB# 1	330.72	
			10227	2/4/2020	CSG LATE NOTICES 1 & 2 JOB #	2,073.60	
			10229	2/4/2020	CSG LATE NOTICES 10 JOB# 12-	157.63	
			10276	2/5/2020	CSG LATE NOTICES 3 & 4 JOB #1	1,700.92	
			10278	2/5/2020	CSG LATE NOTICES CYCLES 1,;	614.78	
			10230	2/4/2020	CSG LATE NOTICES 5 & 6 JOB# 1	1,266.87	
			10275	2/5/2020	CSG LATE NOTICES 3 & 4 JOB# 1	328.50	
87398	3/10/2020	00004593	10271	2/5/2020	CSG LATE NOTICES CYCLES 5 &	333.00	18,426.05
			16433	2/3/2020	METER TEST	30.00	
			16436	2/6/2020	METER TEST	60.00	90.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
87399	3/10/2020	00000561	WESTERN EXTERMINATOR COM 7797510	1/31/2020	WESTERN EXTERMINATOR-ANN	206.50	
			7797512	1/31/2020	WESTERN EXTERMINATOR-ANN	42.50	249.00
87400	3/10/2020	00001280	WILLDAN	10/24/2019	THRU 9/27/19 - TRACT NO 71904	255.00	
				11/8/2019	THRU 10/25/19 - RVW PARCEL M.	310.00	
				11/15/2019	THRU 10/25/19 - CALTRANS 3 RC	1,020.00	
				11/8/2019	THRU 10/25/19 - AS-NEEDED EN	11,505.00	
				11/15/2019	THRU 10/25/19 - 2925 ILLINOIS S	1,295.00	
				11/15/2019	THRU 10/25/19 - 5610 IMPERIAL I	370.00	
				11/15/2019	THRU 10/25/19 - 5951 FIRESTON	1,342.50	
				11/15/2019	THRU 10/25/19 - 8616 & 8638 LO	1,891.25	
				1/27/2020	THRU 12/27/19 - 5951 FIRESTON	2,312.50	
				12/20/2019	THRU 11/29/19 - AS-NEEDED EN	12,285.00	
				11/15/2019	THRU 10/25/19 - 3297 TWEETY B	3,122.00	
				1/27/2020	THRU 12/27/19 - 8616 LONG BEA	92.50	
				1/27/2020	THRU 12/27/19 - 3297 TWEEDY B	1,017.50	
				1/27/2020	THRU 12/27/19 - 5619 IMPERIAL I	1,387.50	
				6/10/2019	THRU MAY 2019 - AS NEEDED PR	14,885.00	
				7/8/2019	THUR JUNE 2019 - AS NEEDED F	15,925.00	
				6/27/2019	THUR APRIL 2019 - AS NEEDED I	13,130.00	
				11/15/2019	THRU 10/25/19 - AS-NEEDED CIP	2,705.00	
				7/19/2020	THRU 6/30/19 - AS-NEEDED ENG	1,253.50	
				11/15/2020	THRU 10/25/19 - 2742 FIRESTON	450.00	
				7/29/2019	THRU 7/26/19 - AS-NEEDED ENG	11,115.00	
				10/24/2019	THRU 9/27/19 - AS-NEEDED ENG	11,115.00	
				9/11/2019	THRU 8/30/19 - AS-NEEDED ENG	13,260.00	122,044.25

Final Check List
CITY OF SOUTH GATE

apChkLst
03/04/2020 10:08:58AM

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
Bank : botw BANK OF THE WEST (Continued)							
87401	3/10/2020	00000058 XEROX CORP	99128758	1/28/2020	COPIER LEASE AGRMNT - DECE	225.15	
		Voucher:	99128752	1/28/2020	COPIER LEASE AGRMNT - DECE	222.97	
			99128761	1/28/2020	COPIER LEASE AGRMNT - DECE	311.31	
			99128743	1/28/2020	COPIER LEASE AGRMNT - DECE	547.61	
			99128762	1/28/2020	COPIER LEASE AGRMNT - DECE	263.69	
			99128744	1/28/2020	COPIER LEASE AGRMNT - DECE	212.45	
			99128749	1/28/2020	COPIER LEASE AGRMNT - DECE	223.04	
			99128750	1/28/2020	COPIER LEASE AGRMNT - DECE	212.39	
			99128760	1/28/2020	COPIER LEASE AGRMNT - DECE	212.45	
			99128748	1/28/2020	COPIER LEASE AGRMNT - DECE	263.69	
			99128746	1/28/2020	COPIER LEASE AGRMNT - DECE	223.11	
			99128747	1/28/2020	COPIER LEASE AGRMNT - DECE	283.01	
			99128753	1/28/2020	COPIER LEASE AGRMNT - DECE	263.54	
			99128757	1/28/2020	COPIER LEASE AGRMNT - DECE	148.94	
			99128754	1/28/2020	COPIER LEASE AGRMNT - DECE	283.01	
			99128751	1/28/2020	COPIER LEASE AGRMNT - DECE	399.17	
			99128755	1/28/2020	COPIER LEASE AGRMNT - DECE	376.59	
			99128745	1/28/2020	COPIER LEASE AGRMNT - DECE	223.04	
			99234730	1/28/2020	COPIER LEASE AGRMNT - DECE	154.06	
			99128759	1/28/2020	COPIER LEASE AGRMNT - DECE	154.07	
87402	3/10/2020	00003442 YOUNGBLOOD & ASSOCIATES, II	11110A	2/5/2020	PRE-EMPLOYMENT POLYGRAPH	300.00	5,203.29
		Voucher:	1125A	2/5/2020	PRE-EMPLOYMENT POLYGRAPH	300.00	
			1108A	2/5/2020	PRE-EMPLOYMENT POLYGRAPH	300.00	
			1117A	2/5/2020	PRE-EMPLOYMENT POLYGRAPH	300.00	
			1146A	2/26/2020	PRE-EMPLOYMENT POLYGRAPH	300.00	1,500.00

Final Check List
CITY OF SOUTH GATE

apChkLst
03/04/2020 10:08:58AM

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
87403	3/10/2020	00000062 ZIEGLER'S HARDWARE & SUPPLY	09031	2/25/2020	REPAIR PARK BENCHES AND BA	44.84	
		Voucher:	09027	2/5/2020	POLICE DEPARTMENT JAIL CON	49.51	
			09054	2/5/2020	MAINTENANCE AT AUDITORIUM.	5.50	
			09089	2/11/2020	DOOR REPAIRS AND REFINISHIP	13.21	
			09101	2/19/2020	SUPPLIES FOR ST DPT PAINT CF	62.72	
			09090	2/20/2020	DUP KEYS FOR ST DIV	26.92	
			09085	2/19/2020	SLIDERS FOR OFFICE CHAIRS	24.19	
			09024	2/18/2020	PLUMBING SYSTEM REPAIRS AT	23.70	
			09000	2/4/2020	PARK RESTROOM REPAIRS PRC	90.68	
				1/27/2020	HARDWARE FOR ST DIV	26.42	
338653	1/31/2020	00004309 AMERIFLEX	09034	2/6/2020	MATERIALS FOR DOOR REPAIRS	58.05	425.74
		Voucher:	JANUARY 2020	1/31/2020	JAN 2020- ACH DEBITS BOW	9,685.85	9,685.85
3418409	2/29/2020	00004309 AMERIFLEX		FEBRUARY 2020	FEB 2020- ACH DEBITS BOW	3,155.74	3,155.74
		Voucher:					

Sub total for BANK OF THE WEST: 2,890,607.34

170 checks in this report.

Bank code: botw
(none)

Grand Total All Checks: 2,890,607.34

Void Checks

WARRANT REGISTER FOR COUNCIL MEETING 3/10/2020

PART II

apChkLst
02/19/2020

2:39:27PM

Final Check List
City of South Gate

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
87232	2/20/2020	0012107	CALIFORNIA STATE DISBURSEMENT	2/20/2020	CA STATE DISB. UNIT: PAYMENT	578.76	578.76
		Voucher: 87232	Ben263782				
87233	2/20/2020	00002138	FRANCHISE TAX BOARD	2/20/2020	GARNISHMENT - FRANCHISE TA	188.74	188.74
		Voucher: 87233	Ben263778				
87234	2/20/2020	0009920	OCSE CLEARINGHOUSE SDU	2/20/2020	GARNISHMENT - AR CHILD SUPP	324.00	324.00
		Voucher: 87234	Ben263784				
87235	2/20/2020	0008951	SENCION, CARMEN	2/20/2020	SPOUSAL SUPPORT-E. SENCION	553.85	553.85
		Voucher: 87235	Ben263780				

Sub total for BANK OF THE WEST: 1,645.35

4 checks in this report.

Grand Total All Checks: 1,645.35

Void Checks

Bank code: botw
(none)

WARRANT REGISTER FOR COUNCIL MEETING 3/10/2020

PART III

apChkLst
02/26/2020 11:21:11AM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1831	2/6/2020	00000343	PUBLIC EMPLOYEES RETIREMENBen263120	2/6/2020	PERS RETIREMENT: PAYMENT	219,311.57	219,311.57
		Voucher:					
1837	2/20/2020	00000004	NATIONWIDE RETIREMENT SOLLBen263786	2/20/2020	DEF COMP NATIONWIDE: PAYME	94,823.28	94,823.28
		Voucher:					
1838	2/20/2020	00004836	SEIU LOCAL 721 CTW CLC-23900Ben263788	2/20/2020	SEIU DUES: PAYMENT	3,306.61	3,306.61
		Voucher:					
1839	2/20/2020	00002370	INTERNAL REVENUE SERVICE Ben263790	2/20/2020	MEDICARE: PAYMENT	141,693.26	141,693.26
		Voucher:					
1840	2/20/2020	00000343	PUBLIC EMPLOYEES RETIREMENBen263792	2/20/2020	PERS RETIREMENT: PAYMENT	211,741.85	211,741.85
		Voucher:					
1841	2/20/2020	00001186	EMPLOYMENT DEVELOPMENT DBen263794	2/20/2020	SDI: PAYMENT	44,759.88	44,759.88
		Voucher:					
1842	2/20/2020	00004996	SEIU-COPE LOCAL 721, LA/OC CIBen263796	2/20/2020	SEIU- COPE LOCAL 721 DEDUCT	44.00	44.00
		Voucher:					
1843	2/20/2020	00004988	CHILD SUPPORT ON-LINE, STATEBen263798	2/20/2020	CHILD SUPPORT-ONLINE: PAYMI	2,421.69	2,421.69
		Voucher:					

Sub total for BANK OF THE WEST: 718,102.14

8 checks in this report.

Grand Total All Checks: 718,102.14

Void Checks

Bank code: botw
(none)

**WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING 3/10/2020**

TOTAL PART I - ACCOUNTS PAYABLE	\$2,890,607.34
TOTAL PART II - PAYROLL-RELATED CHECKS	\$1,645.35
TOTAL PART III - PAYROLL WIRE TRANSFERS	\$718,102.14
	<hr/>
SUB - TOTAL	3,610,354.83
LESS: VOIDS	(1,143.09)
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(417,144.56)
	<hr/>
GRAND TOTAL	3,192,067.18

**SOUTH GATE CITY COUNCIL
WARRANT APPROVAL AND CANCELLATION**

Warrant Number **87232** to Warrant Number **87403** inclusive, totaling **\$3,192,067.18**, as listed on the accompanying Accounts Payable Warrant Register of **March 10, 2020** and approved as presented, with the exception of the following voided and replacement warrants:

<i>Check</i>	<i>Vendor</i>	<i>Check Date</i>	<i>Amount</i>	<i>Reason for Void</i>
86829	COUNTY OF LOS ANGELES DEPT OF PUBLIC WORKS	2/11/2020	\$ 531.65	WRONG ADDRESS. REISSUED
86946	WATER REPLENISHMENT DISTRICT	2/11/2020	\$ 31,587.60	WRONG VENDOR
87198	SCOTCH PAINT CORPORATION	2/25/2020	2,525.55	CREDIT TAKEN ON WRONG VENDOR. REISSUED
86923	SOUTH COAST A.Q.M.D.	2/11/2020	143.22	WRONG ADDRESS. REISSUED
	GRAND TOTAL OF VOIDED & REPLACEMENT CHECKS		34,788.02	

CITY AUDITOR

CITY MANAGER



DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on **March 10, 2020** at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, as approved.