



SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, September 8, 2020 at 6:30 p.m.

TELECONFERENCE

DIAL-IN-NUMBER: 1 (669) 900-6833

MEETING ID: 898 9853 8419

<https://us02web.zoom.us/j/89898538419>

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

CALL TO ORDER	Maria Davila, Mayor
INVOCATION	Pastor Anthony Kidd, Community of Faith Bible Church
PLEDGE OF ALLEGIANCE	Yolanda Carrion, Recipient of the SoCalGas College Scholarship
ROLL CALL	Carmen Avalos, City Clerk

II. City Officials

MAYOR Maria Davila	CITY CLERK Carmen Avalos
VICE MAYOR Al Rios	CITY TREASURER Gregory Martinez
COUNCIL MEMBERS Maria del Pilar Avalos Denise Diaz Gil Hurtado	CITY MANAGER Michael Flad CITY ATTORNEY Raul F. Salinas

III. COVID 19 Meeting Procedures

Pursuant to Governor Newsom's Executive Order N-29-20, dated March 17, 2020, members of the South Gate City Council, staff, and the public will

participate in the September 8, 2020 meeting via a teleconference. To avoid exposure to COVID-19 this meeting will be held with City Council Members participating via teleconference by calling Dial-in-Number: 1 (669) 900-6833 and Meeting ID: 898 9853 8419 and <https://us02web.zoom.us/j/89898538419>

Additionally, you may submit your comments electronically by emailing the City Clerk at cavalos@sogate.org.

Procedure for Participation:

Any person wanting to participate may request to “speak” on an agenda item. Once acknowledged and authorized by the Mayor the person may speak. Alternatively, any person may submit comments on an item electronically by emailing cavalos@sogate.org. Submissions by email must be received 30 minutes prior to the posted start time of the meeting if emailing subject.

Subject line should read: **COMMENTS FOR ITEM _____, MEETING OF September 8, 2020.**

Please note, you will enter the meeting muted, but if you want to comment on an Agenda Item or during the public comment portion of the Agenda, raise your hand or press *9 at the appropriate time indicated by the Mayor. When you are selected to speak, you will hear that you are unmuted, this is the time to make your public comments. Your patience with these changes is appreciated as the City adjusts to new ways of conducting business during the COVID-19 pandemic. Thank you.

Accessibility: Reasonable accommodations for individuals with disabilities will be handled on a case-by-case basis and in accordance with the Americans with Disabilities Act and Governor Newsom’s Executive Order N-29-20. Please call the Office of the City Clerk at 323.563.9510.

IV. 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.

V. Proclamations, Certificates, Introductions And Ceremonial Actions

1. Proclamation Declaring September 17, 2020 As Cerritos College Day

The City Council will issue a Proclamation declaring September 17, 2020 as “Cerritos College Day” to commemorate the 65th anniversary of Cerritos College. (ADMIN)

Documents:

2. Certificate Of Appreciation To Yolanda Carrion, \$5,000 SoCalGas College Scholarship Recipient

The City Council will present a Certificate of Appreciation to Yolanda Carrion for receiving a \$5,000 college scholarship from SoCalGas. (PD)

Documents:

3. City Commissions And Committees

The City Council will consider making appointments to City Commissions, Committees and Boards; the appointments will be ratified by a majority vote of the City Council. (ADMIN)

Documents:

VI. Public Hearings

4. Adopt Resolution For Three Affordable Housing Waivers, A Resolution For Affordable Housing Agreement And Approve An Affordable Housing Agreement Project, 10130 Adella Avenue

The City Council will consider: (PW)

1. Conducting a public hearing for the consideration of the affordable housing waivers;
2. Accepting the determination that this project is exempt under California Environmental Quality Act (CEQA) Article 19 (Categorical Exemptions) 14 CCR § 15332. § 15332, In-Fill Development Projects, Class 32;
3. Adopting the **Resolution**_____ approving three (3) affordable housing waivers to facilitate the inclusion of four units with rents affordable to Very Low Income households for a period no less than 55 years, in the Legacy Apartments at 10130 Adella Avenue; and
4. Adopting the **Resolution**_____ approving the affordable housing agreement for the Legacy Apartments at 10130 Adella Avenue; and
5. Approving the affordable housing agreement (**Contract No.** _____) between the City of South Gate and 10130 Adella LLC, for the Legacy Apartments at 10130 Adella Avenue.

Documents:

[ITEM 4 REPORT 09082020.PDF](#)

VII. 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.

VIII. 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.

IX. Consent Calendar Items

Agenda Items **5, 6, 7, 8, 9, and 10** 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.

5. Resolution Disclaiming Interest In Purchasing Tax Defaulted Property

The City Council will consider: (CD)

- a. Adopting a **Resolution**_____ disclaiming any interest in purchasing tax defaulted property (APN 6233-032-002), and agreeing

to the purchase price of \$4,307 to be paid by the Los Angeles County Flood Control District To The Board Of Supervisors Of Los Angeles County.

b. Authorizing the Mayor to execute Chapter 8 Agreement No. 2838 in a form acceptable by the City Attorney.

Documents:

[ITEM 5 REPORT 09082020.PDF](#)

6. Amendment No. 3 To Contract No. 2232 With Adminsure, Inc.

The City Council will consider: (ADMIN SRVS)

a. Approving **Amendment No. 3 to Contract No. 2232** with AdminSure Inc., for the administration of the City's Self-Insured Workers' Compensation Program with a 0% rate increase for Fiscal Year 2020/21 and a 2% increase for Fiscal Years 2021/22, 2022/23 and 2023/24; and

b. Authorizing the Mayor to execute Amendment No. 3 in a form acceptable to the City Attorney.

Documents:

[ITEM 6 REPORT 09082020.PDF](#)

7. Deed Restriction With California Department Of Parks & Recreation And National Parks Service For The Urban Orchard Project

The City Council will consider: (PW)

a. Approving the Deed Restriction with the California Department of Parks and Recreation and National Park Service as necessary to meet the requirements placed on Land and Water Conservation Fund Competitive Program, Grant No. 06-01817 awarded to the Urban Orchard Project, City Project No. 539-PRK (Project); and

b. Authorizing the Mayor to execute the deed restriction in a form acceptable to the City Attorney.

Documents:

[ITEM 7 REPORT 09082020.PDF](#)

8. Transfer Agreement With The Los Angeles County Flood Control District To Receive Safe, Clean Water Program Funds

The City Council will consider adopting a **Resolution** _____

approving Transfer Agreement No. 2020MP77 with the Los Angeles County Flood Control District for Safe, Clean Water Program funds for Fiscal Years 2020/21 through 2023/24, in the amount of \$1 Million annually, and authorizing the City Manager to execute and submit the Transfer Agreement and subsequent Annual Expenditure Plans and Annual Reports. (PW)

Documents:

[ITEM 8 REPORT 09082020.PDF](#)

9. Addendum No. 5 With Enterprise FM Trust To Lease One Vehicle For The Police Department

The City Council will consider: (PD)

- a. Approving **Addendum No. 5 to Contract No. 3130** (Master Equity Lease Agreement) with Enterprise FM Trust to include the lease of a 2020 Chevrolet Traverse for the Police Department Services Division for a four-year term in an amount not to exceed \$36,280 (\$9,070 per year);
- b. Approving the purchase of the emergency safety equipment and radio for this vehicle in an amount not to exceed \$5,301; and
- c. Authorizing the Mayor to execute Addendum No. 5 in a form acceptable to the City Attorney.

Documents:

[ITEM 9 REPORT 09082020.PDF](#)

10. Amendment No. 1 To Contract No. 3542 With Nationwide Environmental Services For Citywide Street Sweeping Services

The City Council will consider: (PW)

- a. Approving **Amendment No. 1 to Contract No. 3542** with Nationwide Environmental Services to provide for a Consumer Price Index (CPI) increase of 2% in Year 5 of the contract (estimated at \$13,851), and to modify the termination clause;
- b. Approving adding Columbus Day and Veterans Day to the non-street sweeping schedule and direct staff to incorporate this change into Amendment No. 1; and
- c. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

Documents:

[ITEM 10 REPORT 09082020.PDF](#)

X. Reports, Recommendations And Requests

11. Proclamation Declaring September 2020 As National Suicide Prevention Awareness Month

The City Council will issue a Proclamation declaring September 2020 as National Suicide Prevention Awareness Month to raise awareness about mental health and improve access to mental health treatment and services. (ADMIN)

Documents:

[ITEM 11 REPORT 09082020.PDF](#)

12. Warrants

The City Council will consider: (ADMIN SVCS)

- a. Approving Check No. 89826 from August 25, 2020; and
- b. Approving the Warrant register for September 8, 2020.

Total of Checks:	\$ 1,646,947.00
Voids:	(\$ 7,125.00)
Total Payroll Deductions (FY 2020/21)	(\$ 302,619.43)
Grand Total:	\$ 1,337,202.57

Cancellations: 85237, 87751, 88529, 89352, 89972

Documents:

[ITEM 12A REPORT 09082020.PDF](#)
[ITEM 12B REPORT 09082020.PDF](#)

XI. Adjournment

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted September 3, 2020 at 12:50 p.m. as required by law.

Carmen Avalos, CMC
City Clerk

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

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

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

RECEIVED

City of South Gate

Item No. 1

AUG 24 2020

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

12:05pm

For the Regular Meeting of: **September 8, 2020**

Originating Department: **Administration**

Management Analyst:

M. R. U.
Marina R. Urias

City Manager:

M. Flad
Michael Flad

SUBJECT: PROCLAMATION DECLARING SEPTEMBER 17, 2020 AS "CERRITOS COLLEGE DAY"

PURPOSE: Mayor Maria Davila added this item to the Agenda to declare September 17, 2020 as "Cerritos College Day".

RECOMMENDED ACTION: Mayor Maria Davila will issue a Proclamation declaring September 17, 2020 as "Cerritos College Day" to commemorate the 65th anniversary of Cerritos College.

FISCAL IMPACT: None.

ANALYSIS: None.

BACKGROUND: Cerritos College will be celebrating its 65th anniversary on Thursday, September 17, 2020. Cerritos College has proudly served the southeast Los Angeles communities. The City wishes to recognize the significant educational, cultural, and economic contributions of Cerritos College to the community for more than six decades. Cerritos College has served as a lifeline to students and residents seeking to gain access to a quality, higher education.

ATTACHMENT: Proclamation.

City of South Gate



From the Honorable
Mayor

PROCLAMATION

Declaring September 17, 2020 as Cerritos College Day

- WHEREAS,** on September 17, 2020, Cerritos College will celebrate 65 years of excellence in service to the community;
- WHEREAS,** Cerritos College proudly serves the southeast Los Angeles communities;
- WHEREAS,** Cerritos College offers degrees and certificates in more than 180 areas of study in nine divisions and enrolls approximately 21,000 diverse students;
- WHEREAS,** Cerritos College is dedicated to its mission to serve a diverse student population and is committed to providing these students with high quality, comprehensive instructional programs and support services that improve student success and offer clear pathways to achieve personal, educational and career goals;
- WHEREAS,** Cerritos College develops in students the knowledge, skills and values that prepare them to be productive participants in the global community; and
- WHEREAS,** the City of South Gate wishes to recognize the significant educational, cultural and economic contributions of Cerritos College to the community for more than six decades.

NOW THEREFORE, be it proclaimed on this 8th day of September 2020, that I, **Maria Davila, Mayor of the City of South Gate,** do hereby proclaim September 17, 2020 as Cerritos College Day in commemoration of your 65th Anniversary. Congratulations!

/s/

Mayor Maria Davila

City of South Gate
CITY COUNCIL
AGENDA BILL

For the Regular Meeting of: September 8, 2020

Originating Department: Police

Department Director:


Randall Davis

City Manager:


Michael Flad

SUBJECT: CERTIFICATE OF APPRECIATION TO SOUTH GATE STUDENT YOLANDA CARRION FOR RECEIVING A \$5,000 SOUTHERN CALIFORNIA GAS COMPANY (SOCALGAS) COLLEGE SCHOLARSHIP

PURPOSE: This item was added to the Agenda at the request of Council Member Denise Diaz to recognize Yolanda Carrion for receiving a SoCalGas College Scholarship.

RECOMMENDED ACTION: Mayor Maria Davila will present a Certificate of Appreciation to Yolanda Carrion for receiving a \$5,000 college scholarship from SoCalGas.

FISCAL IMPACT: None.

ANALYSIS: To help students prepare for their professional careers, SoCalGas awarded 60 college scholarships to students in Southern and Central California. Recipients were evaluated on academic achievement, community engagement, and an essay about California's clean energy future.

BACKGROUND: SoCalGas partnered with the Commission for South Gate Youth to select South Gate student Yolanda Carrion as a recipient of a \$5,000 SoCalGas college scholarship. Yolanda, a graduate of South East High School, will attend the University of Southern California this fall. She is a first-generation college student from her family and is planning to major in Public Policy. As she stated in her winning essay, "I am eager to begin to help address the social justice issues that plague my community. For now, it is as a student and in the future I hope as a community organizer. I am thankful for the new opportunities SoCalGas has awarded me and the continued support from my friends and family."

The City Council wishes to recognize and congratulate Yolanda for her accomplishment of receiving the competitive scholarship awarded by SoCalGas.

ATTACHMENT: None.

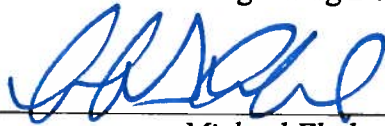
City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: September 8, 2020

Originating Department: Administration

City Manager:



Michael Flad

City Manager:



Michael Flad

SUBJECT: APPOINTMENTS TO CITY COMMISSIONS, COMMITTEES AND BOARDS

PURPOSE: Council Member Maria del Pilar Avalos requested the addition of this item to the Agenda to allow for the removal of Commissioner Christina Montalvo from the Civil Service Commission. Ms. Montalvo was appointed by Council Member Avalos on May 12, 2020.

RECOMMENDED ACTION: The City Council will consider making appointments to City Commissions, Committees and Boards; the appointments will be ratified by a majority vote of the City Council.

FISCAL IMPACT: None

ANALYSIS: None

BACKGROUND: This item allows the City Council to make or change appointments to the Planning Commission, Parks & Recreation Commission, Civil Service Commission, Citizens Advisory Committee and Tweedy Mile Advisory Board. All appointments must be ratified by a majority vote of the City Council.

Pursuant to Ordinance No. 2286, adopted on September 27, 2011, the Tweedy Mile Advisory Board members are appointed to staggered, three year terms. There are no current vacancies on the Tweedy Mile Advisory Board.

ATTACHMENT: Current Commission, Committee and Board Appointment Roster: 08-12-2020

Council Member	Planning Commission \$125/Meeting 1 st & 3 rd Tuesday at 7 pm	Parks & Recreation Commission \$75/Meeting 2 nd Thursday at 7 pm	Civil Service Commission \$100/Meeting As required	Citizens Advisory Committee \$25/Meeting Meets as needed
Maria del Pilar Avalos 2739 Glenwood Place Cell: (562) 719-1337 Elected: 03-03-2020 End of Term: March 2024	Jenny Perez 10316 Bowman Avenue Cell: (323) 443-4033 jennybrun@gmail.com Appointed: 05-12-2020	Melissa Alvarado 10316 Hunt Avenue Cell: (323) 997-1539 runmsh@yahoo.com Appointed: 05-12-2020	Christina Montalvo 9815 Virginia Avenue Cell: (323) 946-3503 Cmontalvo4sg@gmail.com Appointed: 05-12-2020	Brigida Salinas 10308 San Anselmo Avenue Cell: (323) 627-3764 Brigida.m.salinas@gmail.com Appointed: 05-12-2020 Janet Cazares 8437 San Luis Avenue Cell: (323) 376-0102 jcazares6@yahoo.com Appointed: 05-12-2020
Denise Diaz 10365 Virginia Avenue Cell: (323) 667-7688 Elected: 03-07-2017 End of Term: March 2021	Diego Sepulveda 10316 Hunt Avenue Cell: (323) 385-5530 sepulvedamba@gmail.com Appointed: 05-12-2020	John Robert Montalvo 9815 Virginia Avenue Cell: (323) 392-8135 Johnmontalvo90280@yahoo.com Appointed: 04-09-2019	Irene Jensen Appointed: 04-25-2017	Jacquelyn Saucedo 8919 McNerney Ave., Apr. #2 Cell: (323) 715-8329 Saucedod@usc.edu Appointed: 05-12-2020 Christina Montalvo 9815 Virginia Avenue 323-946-3503 ymontalvo4sg@gmail.com
Maria Davila 10035 San Luis Avenue Cell: (323) 243-9947 Elected: 01-28-2003 End of Term: March 2024	Jose Delgado 3925 Tenaya Avenue Cell: (323) 702-1519 josegdelgado@hotmail.com Appointed: 01-10-2017	Jennifer Cypert 4718 Tweedy Boulevard Cell: (323) 829-0663 jsc001@msn.com Appointed: 02-10-2003	William John Currie (Bill) Appointed: 01-27-2015	Virginia Johnson 5751 McKinley Avenue Home: (562) 531-3700 Cell: (562) 761-3111 thepalm2@yahoo.com Appointed: 02-22-2005 Anthony Zepeda 5218 McCallum Avenue Cell: (323) 405-2006 anthonzepeda10@yahoo.com Appointed: 05-27-2014
Al Rios 10408 Orange Avenue Cell: (323) 974-3540 Elected: 03-07-2017 End of Term: March 2021	Fabiola Inzunza 9542 Bowman Avenue Cell: (323) 743-3229 Fabiola.inzunza@gmail.com Appointed: 11-26-2019	Joshua Barron 8819 Beaudine Avenue Cell: (323) 791-5126 Joshb90280@yahoo.com Appointed: 04-25-2017	Juan Carlos Mendez Appointed: 04-25-2017	Juliano A. Jarquin 10606 McNerney Avenue (714) 345-3451 julianojarquin@gmail.com Appointed: 05-09-2017 Benigno Nunez 8420 San Carlos Avenue (323) 434-8304 Nunezbenny79@yahoo.com Appointed: 05-09-2017
Gil Hurtado 10001 W. Frontage Road, Space 215 Cell: (323) 893-5728 Elected: 03-03-2020 End of Term: March 2024	Jose De La Paz 10508 San Antonio Avenue Cell: (310) 467-0702 teamup@iosedeapaz.com Appointed: 05-12-2020	Alan D. Flores, II 5255 Almira Road Cell: (213) 280-2672 LaxxxII@yahoo.com Appointed: 05-12-2020	Robbie C. Hicklin Appointed: 04-28-2015	Norma Mendoza 8691 San Gabriel Avenue Cell: (562) 277-2992 Appointed: 05-12-2020 Norma.mendoza@gmail.com Jimmy Torres 11610 Oklahoma Avenue cell: (323) 742-0154 Jtorres1393@gmail.com Appointed: 07-14-2015

Council Member	Tweedy Mile Advisory Board 1 st Monday at 5 pm				
Maria del Pilar Avalos 2739 Glenwood Place Cell: (562) 719-1337 Elected: 03-03-2020 End of Term: March 2024	Maribel Chaidez 5225 Katella Road Cell: (323) 896-9595 maribreno@gmail.com Appointed: 09-11-2018 Term expires: 01-31-2022				
Denise Diaz 10365 Virginia Avenue Cell: (323) 667-7688 Elected: 03-07-2017 End of Term: March 2021	Joshua Barron 8819 Beaudine Avenue Cell: (323) 791-5126 Joshb90280@yahoo.com Appointed on 10-09-2018 by Al Rios for Denise Diaz Term expires: 01-31-2022				
Maria Davila 10035 San Luis Avenue Cell: (323) 243-9947 Elected: 01-28-2003 End of Term: March 2024	Minerva Rodriguez 2648 Indiana Avenue Cell: (213) 448-2890 mini4taxes@yahoo.com Appointed: 09-11-2018 Term expires: 01-31-2021				
Al Rios 10408 Orange Avenue Cell: (323) 974-3540 Elected: 03-07-2017 End of Term: March 2021	Victor Zamudio 2710 Illinois Avenue Cell: (404) 825-1858 vmzamudio@hotmail.com Appointed: 05-26-2020 Term expires 01-31-2021				
Gil Hurtado 10001 W. Frontage Road, Space 215 Cell: (323) 893-5728 Elected: 03-03-2020 End of Term: March 2024	Sylvia Masushige 8416 Beechwood Avenue Cell: (562) 755-6159 grandmasy101@hotmail.com Appointed: 05-12-2020 Term expires: 01-31-2023				

SEP 02 2020

9:25 a.m

City of South Gate

Item No. 4

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: September 8, 2020

Originating Department: Community Development

Department Director: _____

Joe Perez
Joe Perez

City Manager: _____

Michael Flad
Michael Flad

SUBJECT: INCENTIVE AND WAIVERS FOR THE CONSTRUCTION OF A 78-UNIT APARTMENT HOUSING DEVELOPMENT WITH FOUR AFFORDABLE UNITS AND AFFORDABLE HOUSING AGREEMENT AT 10130 ADELLA AVENUE

PURPOSE: To consider the Planning Commission's recommendation to approve three (3) affordable housing waivers as permitted by Title 11 (Zoning), Chapter 11.31 (Density Bonus for Affordable Housing), Section 11.31.050 (Incentives) of the South Gate Municipal Code and to consider the Affordable Housing Agreement as required by Title 11 (Zoning), Chapter 11.31 (Density Bonus for Affordable Housing), Section 11.31.070 (Affordable Housing Agreement) of the South Gate Municipal Code for the Legacy Apartments project located at 10130 Adella Avenue.

RECOMMENDED ACTIONS:

1. **CONDUCT** a public hearing for the consideration of the affordable housing waivers;
2. **ACCEPT** the determination that this project is exempt under California Environmental Quality Act (CEQA) Article 19 (Categorical Exemptions) 14 CCR § 15332. § 15332, In-Fill Development Projects, Class 32;
3. **ADOPT** the Resolution approving three (3) affordable housing waivers to facilitate the inclusion of four units with rents affordable to Very Low Income households for a period no less than 55 years, in the Legacy Apartments at 10130 Adella Avenue; and
4. **ADOPT** the Resolution approving the affordable housing agreement for the Legacy Apartments at 10130 Adella Avenue; and
5. **APPROVE** the affordable housing agreement between the City of South Gate and 10130 Adella LLC, for the Legacy Apartments at 10130 Adella Avenue.

FISCAL IMPACT: None.

PUBLIC NOTIFICATION: Advertising and notification of this item was conducted in compliance with Title 11 (Zoning), Chapter 11.50 (Administration), Section 11.50.020 (Public Hearing Notice) of the South Gate Municipal Code and the California Environmental Quality Act. Notice was mailed to property owners and addresses within 1,000 feet of the project on August 27, 2020. In addition, notice of the September 8, 2020 City Council hearing was published in the "South Gate Press Telegram" newspaper on August 27, 2020.

ALIGNMENT WITH CITY COUNCIL GOALS: The approval of the affordable housing incentive and waivers supports the City Council Goal of “creating and protecting strong neighborhoods” by requiring landscaping, building, site, off-site improvements to enhance pedestrian environment and urban character in the area; providing housing that includes units affordable to very low income households for a period of no less than 55 years; and creating a neighborhood connection to the Los Angeles River’s future bike and pedestrian paths.

ENVIRONMENTAL EVALUATION: An Initial Study was prepared for the project. The Initial Study demonstrates that the proposed project qualifies for a Categorical Exemption under Class 32 (In-fill Project) Section 15332 of the California Environmental Quality Act (CEQA). Class 32 consists of projects characterized as in-fill development which meet the conditions described as follows: (a) The project is consistent with the applicable general plan design and regulations; (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; (c) The project site is not deemed a valuable habitat for endangered, rare or threatened species; (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (e) The site can be adequately served by all required utilities and public services utilities and public services.

ANALYSIS: The request for relief from specific provisions of the South Gate Municipal Code was made by Gonzales-Goodale Architects and Newport Ventures for the construction of Legacy Apartments consisting of a four-story, 78-unit, apartment community that will covenant 4 units as income-restricted for Very Low Income households. The property is located at 10130 Adella Avenue and was previously owned and operated by Riverton Steel for metal fabrication. The lot measures 2.02 acres and is currently vacant. Surface parking will provide 114 parking stalls for the residents, guest and employees. Surrounding uses consist of the Legacy High School Sports Complex to the north, the International Studies Learning Center to the northwest, Southern California Edison right away to the south and single family residences to the south of the Southern California Edison right away. Directly east of the subject site is an existing 1.1 acre site that is currently operating as a trucking and warehousing business (Right Way Express) and east of that property is the Los Angeles River.

The proposed Legacy Apartments is permitted in the Industrial Flex zoning district and subject to an Administrative Plan Review approved by the Director of Community Development. Although the proposal is less than the maximum density permitted, the affordable housing component includes requested waivers, which must be approved by the City Council as defined in the South Gate Municipal Code Chapter 11.31 Density Bonus for Affordable Housing.

Building and Site Design

The Legacy Apartments is a proposed 78-unit apartment complex at the southeast corner of Legacy Lane and Adella Avenue across from the Legacy High School Sports Complex and International Studies Learning Center. Forty-six one-bedroom units and 32 two-bedroom units will be located in two four-story courtyard buildings. The one-bedroom units vary in size from 600 – 888 square feet and the two-bedroom units range in size from 926-1,123 square feet. Each of the buildings is 85,791 square feet and will have two rooftop decks and 3 patios per building to be used by the residents as common open space. The west courtyard is designed with a centrally located play structure for young children and seating for adults. The eastern courtyard will include plots for vegetable gardens and seating areas. A landscaped entry plaza connects the two buildings. At-grade parking will be provided along the south and east property lines. Public improvements along Legacy Lane and Adella Avenue will be replaced with meandering sidewalks and expanded landscaping and street trees that will create a pedestrian friendly environment.

The buildings are designed in a modern style that complements the architecture at the new International Studies Learning Center to the north. Building materials will include stucco in white and grey; metal standing seam siding; and Nichiha rainscreen siding in a faux wood appearance and color. Landscape design will complement the architectural style of the building and make use of native species and drought tolerant plants. Pedestrian scale elements on the buildings complement the landscaped street frontage along Adella Avenue and Legacy Lane. Decorative split face walls and wrought iron fencing with metal screening gates will surround the site.

The project generally meets the development standards outlined in the Tweedy Boulevard Specific Plan and the South Gate Municipal Code. The proposed 78 units are slightly less than the maximum 40 units per acre or 80 units permitted on the 2.02-acre site. The two proposed 4-story courtyard buildings are 44' 6" high, which are less than the maximum 50' height permitted in this zoning district. Parking for multi-family is calculated based on number of bedrooms per unit. One space is required for studio and one-bedroom apartments. Two spaces are required for two-bedroom units. A total of 114 parking spaces is being proposed which exceeds the code requirement. Of the 114 parking spaces, 110 spaces will be allocated to residential units and 4 spaces will be available for guests. The parking will be provided by an L-shaped surface parking lot located at the south and east property lines.

Table 1. Multi-Family Parking Requirements for the IF Zoning District

Type of Unit	Parking /Unit	No of Units	Parking Required
Efficiency/Studio/One-Bedroom Units	1 assigned to each unit	46	46
Two-Bedroom and Three-Bedroom Units	2 assigned to each unit	32	64
Number of Units Required		78	110

Source: South Gate Municipal Code Section 11.133.050 Table 11-33-4 Mixed Use Parking Requirements

Project drawings including site plans, elevations and landscape plans are presented in Attachment F. As part of the conditions of approval, the applicant will be required to provide enhanced paving at the driveway entrances that include decorative concrete that is stamped and stained, screened wrought iron (tubular steel) gates and enhanced landscaping. Applicants will be required to prepare a Master Wall and Fencing Plan approved by the Director of Community Development. The Master Plan will describe wall and fencing design, materials, colors and lighting. Decorative block walls will be required along the east and south property lines. A continuous combination of 8' high walls and fences will be required to enclose the project and provide security for the residents. Landscaping and lighting in the front yard setback and parkway shall be designed to complement the pedestrian amenities, low walls and trellises, and to reduce opportunities for graffiti and to create an attractive, safe environment. The existing K-rails on Adella Avenue will be replaced with bollards to block vehicular traffic.

At the July 23, 2020, Special Planning Commission meeting, the Planning Commission requested bike racks to be added to the project to facilitate alternative modes of transportation for visitors and also to promote access to the Los Angeles River. As a result, the applicant included decorative bike racks in the center courtyard outside of the entry gate and also towards the western end of the property near the gated driveway entry (see Site Plan A1.01). The Planning Commission also requested additional exterior vertical landscaping. The applicant has revised plans to include green walls on the west elevation of Building A and east elevation of Building B. They are indicated on Sheets A3.02 (Exterior Elevations Building A) and A3.04 (Exterior Elevations Building B) of the

attached set of plans.

Traffic

Blodgett Baylosis Environmental Planning prepared an Environmental Analysis and Checklist assessing the impacts of the proposed multi-family apartment project at 10130 Adella Avenue and the subsequent Categorical Exemption in July 2020 (Attachment G).

Transportation and circulation is included in the categories examined as part of the analysis and checklist. Project trip generations are estimated using trip generation rates derived from the Institute of Transportation Engineer (ITE) 10th Edition Trip Generation Handbook. The project's daily trips are presented in Table A-4 of Attachment G. As shown in Table A-4, the project is anticipated to generate approximately 424 trips per day, with 28 trips occurring during the morning (AM) peak hour and 34 trips occurring during the evening (PM) peak hour.

The Los Angeles County Metropolitan Congestion Management Plan (CMP) establishes criteria to determine when an individual project has the potential to generate significant regional traffic impacts. The criteria require analysis when a project will:

- Add 50 or more trips to a CMP monitored intersection during a weekday peak hour; or
- Add 150 or more trips to a CMP monitored freeway during a weekday peak hour.

CEQA requires the closest CMP monitored intersection to be used in the analysis of transportation and circulation impacts. Therefore, the CMP monitored intersection of Atlantic Avenue and Firestone Boulevard was identified in the analysis; however at the Planning Commission meeting of July 23, 2020 concerns were raised pertaining to traffic impacts to the neighborhood south of the proposed site and surrounding intersections. As a result an additional analysis was conducted by Blodgett Baylosis Environmental Planning. The results are summarized below.

Tweedy Boulevard and Legacy Lane Intersection

Blodgett Baylosis Environmental Planning has also indicated that the trip generation of 28 AM peak trips and 24 PM peak trips is deemed to not be a significant impact to the intersection of Tweedy Boulevard and Legacy Lane as they are below the 50 peak trip threshold.

Atlantic Avenue and Wood Avenue Intersection

Blodgett Baylosis Environmental Planning estimates a total of thirty percent of the project's traffic to utilize the intersection of Atlantic Avenue and Wood Avenue. Vehicles are expected to travel northbound during the AM peak time and southbound on Atlantic during the PM peak time. Therefore, the increase in peak trips is estimated to be an additional 9 AM peak trips and 11 PM peak trips. This is also well below the 50 trips increase threshold.

Tweedy Boulevard and Atlantic Avenue Intersection

A former method used to determine significant impacts of a proposed project measured changes in volume to capacity (V/C) and level of service (LOS). V/C is the ratio between the volume or number of vehicles using the intersection, and the capacity of an intersection. When volume is at or below capacity, traffic flows freely. However, when volume exceeds capacity, traffic slows down and delays occur. In traffic studies, V/C may also be referred to as Delay. LOS is a scale that measures operating conditions at an intersection. The scale measures the deterioration of traffic flow as volumes increase. The scale starts with A being the ideal and F the worst condition.

Under this method, the impacts of a project is considered significant when the project results in a deterioration in the LOS. For example, if a project causes the LOS to deteriorate from D to E, it is a

significant impact. If an intersection has a pre-project LOS C a percent increase in V/C of .04 or more will result in a significant impact. For intersections with a pre-project LOS D the threshold is .02 or more; and at intersections with LOS E or F the threshold is .01 or more.

According to the City of South Gate's General Plan, the intersection of Tweedy Boulevard and Atlantic Boulevard has a LOS E for the AM peak hour and a LOS D for the PM peak hour. While all of the project's entering or exiting trips will be utilizing this intersection, the increase of 28 AM peak trips and 34 PM peak trips will not affect the LOS and therefore is not considered a significant impact even under this methodology.

Neighborhood to the South

Another concern that was brought up at the Planning Commission meeting of July 23, 2020, pertained to access on Adella to the residential neighborhood directly to the south of the proposed project. Access will continue to be blocked on Adella by permanent bollards that will replace the temporary K-rails that are currently set up.

Chakemco Street Improvement Project

Additionally, inquires to the status of the Chakemco Street Improvement project were brought up at the Planning Commission meeting of July 23, 2020. The Chakemco Street Improvement Project involves the full reconstruction of Chakemco Street, from Atlantic Avenue to Legacy Lane. The work will also include construction of new sidewalks on the north side of the street, construction of curb and gutters, drive approaches, wheelchair ramps, new pedestrian lighting on the north side, installation of new mid-block fire hydrant, construction of bulb out planters with new palms, infiltration planter at the southwest corner of Chakemco/Legacy Lane, striping, etc. New LED street lights have already been installed on existing SCE wood poles.

The project was advertised and the City Council awarded a construction contract to Hardy and Harper, Inc. (\$470,000). The City also awarded a contract, after a competitive selection, to ERSC, Inc., to provide construction administration and inspection services for the project. The contractor started preliminary work on the project during the week of August 24th. Approval of the material submittals is underway and the payment removal will begin soon. The project is estimated to take 90 working days to complete and has an estimated completion timeline of Dec. 2020.

The project is being funded by LAUSD as part of the high school/school complex project at Tweedy Blvd./Legacy Lane.

Affordable Units

Very Low Income households are defined by the US Department of Housing and Urban Development (HUD) as households with incomes that are less than 50% of the county median. Adjustments are made to reflect the number of persons in a household. The HUD 2020 Los Angeles County Income Limit for a Very Low Income House with 4 members is \$56,300.

In the Legacy Apartments project, 5 percent of the 78 units, 4 units, will be income restricted to households with Very Low Incomes. Two of the restricted income units will be (2) two-bedroom units and two will be (1) one-bedroom units. Marketing strategies that will target South Gate residents are detailed in the Affirmative Fair Housing Market Plan, attached as Exhibit B to the Affordable Housing Agreement.

Affordable Housing Relief from Development Standards

South Gate Municipal Code Section 11.31.050 Density Bonus for Affordable Housing, (Incentives) establishes the City's Density Bonus program to encourage development of affordable

housing. The local ordinance is consistent with the California Government Code Section 65915. The state and local laws recognize that strict application of development standards can increase development costs and inhibit affordable housing development. Both provide two types of relief from local development standards, incentives or waivers. Local jurisdictions recognize affordable housing projects often need relief from local development standards even if they do not take advantage of the density bonus and make incentives available to all affordable housing projects.

Incentives are allocated by statute dependent on the number of affordable units and the level of affordability. As shown in the table below, projects that provide more affordable housing units with greater levels of affordability are allotted more incentives. The Legacy Apartments are providing 5% of their units to Very Low Income households.

In addition, California Government Code Section 65915 (e) prohibits the City from applying any development standard that will have the effect of physically precluding the construction of a development and establishes a procedure for developers to request that a development standard be waived for an affordable housing project. Although the project developers are not asking for a density bonus, they are requesting relief from the following specific provisions of the South Gate Zoning Ordinance through the adoption of three waivers.

Originally, the applicant's request included the request for one (1) incentive to allow 4 of the parking spaces assigned to two-bedroom units to be designated as guest parking; however a change in the unit mix has resulted in the incentive not being necessary. Parking has not been reduced, but the change in unit mix allowed for the required number of assigned parking spaces to be met in addition to providing 4 guest parking spaces. Therefore, the request has been modified to include the three waivers described below:

Affordable Housing Waiver Request 1 – Private Open Space Requirement

South Gate Municipal Code Title 11 (Zoning), Chapter 11.23 (Development & Design Standards and Guidelines), Section 11.23.050A (Open space requirements) requires that at least 50% of the units have direct access to private open, balconies, patios or roof terraces. Legacy Apartments project, by code, is required to provide 39 units with private open space that has a minimum of 36 square feet area and 6 feet width. The applicant has indicated that the increased costs associated with the construction of private open space would make it infeasible to provide the proposed four income-restricted units. However, the project design provides substantial community open space in the form of two courtyards that are 3,888 square feet, a 4,336 central courtyard and 6 roof top common open space areas that are each 750 square feet.

Affordable Housing Waiver Request 2 – Building Frontage Type Requirement

To implement the goals and objectives of individual districts and the Tweedy Boulevard Specific Plan, South Gate Municipal Code Title 11 (Zoning), Chapter 11.23 (Development & Design Standards and Guidelines), Section 11.23.080 (Guidelines for building frontage types) requires that new projects be developed with a specific Building Frontage Type. Residential projects in the IF zoning district are required to use one of the following Building Frontage Types – Terrace/Stoop, Porch, or Front Yard to create a pedestrian friendly environment and connect where possible to the future amenities offered by the Los Angeles River Bikeway. Each of these three options requires that private open space be located at the ground level along the Legacy Lane and Adella Avenue frontages. The applicant asserts that security concerns and costs make it infeasible to meet the Building Frontage Requirement and still provide the four income restricted units. To achieve the goals of the zoning district without meeting the specific requirement, the project

incorporates public improvements and landscaping along the street frontage and the buildings have been designed with street facing living rooms.

Affordable Housing Waiver Request 3 – Allow Interior Trash and Recycling

South Gate Municipal Code Title 11 (Zoning), Chapter 11.23 (Development & Design Standards and Guidelines), Section 11.23.080 (Guidelines for building frontage types) requires multi-family projects to provide 16 square feet of outdoor recycling facilities for each unit. This amounts to a total of 1,248 square feet, or an area the size of seven parking spaces. The applicant is concerned that placing the trash collection facilities outside would affect the feasibility of the project. The project is designed to provide approximately 1,300 of interior space for trash and recycling. There is an interior trash enclosure of approximately 300 square feet on the ground floor of each building and smaller trash closets of approximately 25 square feet on each floor of each building.

Affordable Housing Agreement

The affordable housing agreement describes the waivers and affordability restrictions. Once approved, the applicant will record the agreement against the entire residential development. As required by the Municipal Code, the approval and execution of the affordable housing agreement shall take place prior to the issuance of building permits by the Community Development Department.

The affordable housing agreement shall bind all future owners and successors in interest for the term of 55 years. The affordable housing agreement requires an approved Affirmative Fair Marketing Plan, which demonstrates the marketing strategy designed to attract renters of all majority and minority groups. Highlights of the agreement include:

- Four (4) floating units designated for very low-income households for a period of 55 years.
- The designated units will be constructed at the same schedule, design, appearance, materials, finished quality and interior amenities of the residential development.
- Construction of the residential development will commence on or before April 30, 2021, and will be completed on or before October 31, 2023.
- Designated units will be rented solely to income eligible households at not more than the applicable affordable rent.
- Reasonable steps to certify the income level of prospective occupants of a designated unit, at the time of the initial rental and to recertify such income levels annually thereafter will be taken.
- An annual occupancy report, detailing the present occupants, rent and size of each designated unit at the residential development and any other information which the City requests and which is related to the income eligibility of the occupants will be submitted to the City.

Affirmative Fair Marketing Plan

According to the South Gate Municipal Code Title 11 (Zoning), Chapter 11.23 (Development & Design Standards and Guidelines), Section 11.31.070 (Ground floor-retail and pedestrian-oriented uses), an Affirmative Fair Marketing Plan (Exhibit B) must accompany the Affordable Housing Agreement. The Affirmative Fair Housing Marketing Plan is a marketing strategy designed to attract renters of all majority and minority groups regardless of sex, handicapped, and familial status to affordable units that are being marketed. Marketing will be by direct referrals through the South Gate Housing Authority.

The following elements are a sample of the Affirmative Fair Housing Marketing Plan:

- Project Description
- Affirmative Fair Housing Marketing Procedures
- General Targeting
- Marketing and Outreach Activities
- Timeline and Details for Outreach and Marketing
- Application Process

General Plan and Zoning Conformance

On the General Plan District Map, the site is shown in the Tweedy Educational District (Attachment C). Neighborhood Medium High uses, including multi-family housing, are considered Desired Land Uses in this district. As part of the Tweedy Boulevard Specific Plan, the zoning designation is Industrial Flex (IF). Multi-family housing is permitted with an Administrative Plan Review approved by the Community Development Director.

The proposed project is consistent with the following goals and objectives of the South Gate General Plan:

- New construction will provide adequate on-site parking for residents (CD 4.4).
- The City shall pursue a variety of housing choices in Districts including both rental and ownership (CD 6.1).
- Iconic, high quality urban design and architecture should be pursued with new projects in all the Districts in order to improve the aesthetics of the City (CD 6.1).
- New development in Districts will be designed and developed to achieve a high level of quality and distinctive character and architecture (CD 6.2).
- New buildings and substantial remodels in Districts will be sited and designed to enhance pedestrian activity along sidewalks (CD 6.2).
- Design landscaping, buildings, and sites to enhance the pedestrian environment and enhance the urban character of the City's Districts (CD 6.2).
- The City will encourage innovated and quality architecture in the City with all new public and private projects (CD 8.1).
- Ensure high quality architecture and urban design throughout the City (CD 8.1).
- New multi-family buildings will be designed with attractive and inviting frontage on all public streets (CD 8.1).
- The City will encourage the use of density bonuses and provide other regulatory concessions to encourage affordable housing development (HE 1.3).

The proposed project meets the following objectives:

- Addresses the state housing crisis
- Provides affordable housing units
- Eliminates a vacant blighted property
- Activates underutilized property
- Provides connection and access to the Los Angeles River, which will be revitalized as active pedestrian and bike paths

BACKGROUND: On July 23, 2020, the Planning Commission conducted a noticed public hearing and adopted PC Resolution No. 2020-04, recommended the City Council approve the affordable housing waivers, and facilitated 5% of the units at the 78-unit Legacy Apartment housing development be restricted (by covenant) for no less than 55 years to Very Low Income households. A copy of Resolution PC 2020-04 is attached.

Council's approval of the affordable housing incentive and waivers requires an Affordable Housing Agreement for the Legacy Apartments.

PROJECT SUMMARY:

Applicant:

Laura Lehman
Gonzales-Goodale Architects
135 West Green Street
Pasadena, CA 91105

Dave Mossman
Newport Ventures

Property Owner:

Greg Solaas
10130 Adella LLC
1035 Geary Avenue
Santa Fe Springs, CA 90670

Property Address:

10130 Adella Avenue
South Gate, CA 90280

Assessor's Parcel Number: 6221-026-020

Existing Zoning:

Industrial Flex (IF)
Tweedy Boulevard Specific Plan

General Plan Designation:

Tweedy Educational District

ATTACHMENTS:

- A: Proposed Resolution for Affordable Housing Waivers
- B: Proposed Resolution for Affordable Housing Agreement
- C: Affordable Housing Agreement
- D: PC Resolution No. 2020-04
- E: Zoning Map & General Plan Districts Map
- F: Photos
- G: Project Plans
- H: Notice of Exemption
- I: Responses to Traffic Concerns (Memorandum from Blodgett Baylosis Environmental Planning)
- J: Notice of Public Hearing
- K: Letter from Applicant Requesting Waivers

**ATTACHMENT A: Proposed Resolution Approving
Affordable Housing Waivers**

RESOLUTION NO. _____

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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE APPROVING (3) WAIVERS AS PERMITTED IN THE SOUTH GATE MUNICIPAL CODE SECTION 11.31.050 FOR A HOUSING PROJECT THAT WILL INCLUDE FOUR (4) UNITS WITH RENTS AFFORDABLE TO VERY LOW INCOME HOUSEHOLDS FOR NO LESS THAN 55 YEARS IN THE LEGACY APARTMENTS LOCATED AT 10130 ADELLA AVENUE (APN: 6221-026-020) IN THE CITY OF SOUTH GATE, STATE OF CALIFORNIA

WHEREAS, on January 15, 2020, the Department of Community Development received an application from Gonzales-Goodale Architects and Newport Ventures representing the property owners 10130 Adella LLC for Administrative Plan Review No. 2020-01 to allow the construction of two 4-story multifamily residential buildings, with a total of 78 units, including four (4) affordable units at 10130 Adella Avenue (“Project”); and

WHEREAS, that application included a request by the applicant that the City waive three (3) particular development requirements in connection with the City’s approval of the Project; and

WHEREAS, an environmental assessment was prepared analyzing the potential impacts the proposed Project could have on the environment; and

WHEREAS, studies and investigations were made and a staff report with recommendations was submitted; and

WHEREAS, the submitted Affirmative Fair Marketing Plan meets the criteria as set forth by Section 11.31.070 (Affordable Housing Agreement) of the South Gate Municipal Code; and

WHEREAS, the 2014 Housing Element calls for the City to “provide a range of housing prices, unit types, and sizes to accommodate the varied needs of all socioeconomic segments of South Gate, fostering a diverse and balanced community”; and

WHEREAS, approval of the above-referenced waivers will increase the number of units available to very low income households for no less than 55 years; and

WHEREAS, at the conclusion of the noticed public hearing held at the special meeting of the Planning Commission July 23, 2020, the Planning Commission adopted Resolution No. 2020-04 recommending that the City Council approve the three (3) affordable housing waivers; and

WHEREAS, a public hearing notice was duly published in the South Gate Press Telegram newspaper on August 27, 2020, and mailed to property owners and properties located within 1,000 feet of the project site; and

WHEREAS, the City Council after conducting a duly noticed published hearing has determined that the waivers are consistent with the goals, policies and implementation measures set for the 2035 General Plan and 2014 Housing Element and is authorized by Section 11.31.050 of the South Gate Municipal Code;

WHEREAS, The City Council determines that the facts of this matter are as follows:

1. The South Gate Department of Community Development received a request to allow construction 78 multi-family units, including four (4) affordable units at 10130 Adella Avenue.
2. If the proposed project is approved by the City Council, the project will provide 4 units that are income-restricted to Very Low Income Households as defined by the US Department of Housing and Urban Development. The income restricted housing units will include 2 one-bedroom units and 2 two-bedroom units.
3. The 2.02-acre project site is in the Tweedy Boulevard Specific Plan. The zoning designation is Industrial Flex (IF) and the General Plan identifies the site as within the Tweedy Educational District.
4. Multi-family projects are permitted in the Industrial Flex (IF) zoning district with an Administrative Plan Review approved by the Community Development Director.
5. The Industrial Flex (IF) zoning district allows up to 20 units per acre, or up to 80 unit on the 2.02 acre site without a density bonus.
6. Although the project does not exceed the maximum number of units permitted by the zoning ordinance, the applicant finds that it is infeasible to construct the project without relief from three requirements of the South Gate Municipal Code.
7. Pursuant to State Density Bonus Law 65159, projects with income-restricted units providing affordable housing may take advantage of the incentives and waivers offered by the statute even if the project does not need a density bonus.
8. California Government Code Section 65915 (e) prohibits the City from applying any development standard that will have the effect of physically precluding the construction of a development and establishes a procedure for developers to request that a development standard be waived for an affordable housing project.
9. The applicants are requesting relief from South Gate Municipal Code Section 11.23.050A requirement of providing at least 50% of the units have direct access to private open balconies, patios or roof terraces. Legacy Apartments by code is required to provide 39 units with private open balconies, patios or roof terraces. The applicants determined the costs associated with the construction of private open space would make it infeasible to provide the proposed 4 income-restricted units.
10. Tweedy Boulevard Specific Plan Section and South Gate Municipal Code Section 11.23.080 require that new projects be developed with a specific Building Frontage

Type. Residential projects in the IF zoning district are required to use one of the following Building Frontage Types – Terrace/Stoop, Porch or Front Yard. Each of these three options requires that private open space be located at the ground level along the Legacy Lane and Adella Street frontages. The applicant asserts that security concerns and costs make it unfeasible to meet the Building Frontage Requirement and provide the four income restricted units.

11. South Gate Municipal Code Section 11.25.080 requires multi-family projects to provide 16 square feet of outdoor recycling facilities for each unit, or 1,248 square feet, or an area the size of seven parking spaces. The applicants are concerned placing the trash collection facilities outside would affect the feasibility of the project.
12. South Gate Municipal Code Section 11.31.070 requires that an Affordable Housing Agreement be entered into between the City and the developer of a housing project exercising the provisions the Density Bonus Ordinance including the granting of waivers to provide relief from local development standards.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFONRIA, DOES HEARBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council, pursuant to facts noted above, does herby approve that relief from specific development standards through a combination of waivers is permitted by Section 11.31.050 of the South Gate Municipal Code. In return for this relief the property owner commits to maintaining for no less 55 years, four units (5% percent of the project's 78 units) with rents affordable to Very Low Income Households in the Legacy Apartments project located at 10130 Adella Avenue, South Gate, California subject to the conditions of approval contained in Exhibit A.

SECTION 2. The granting of the incentive and waivers is consistent with the goals, policies and implementation measures set for the 2035 General Plan and 2014 Housing Element.

SECTION 3. This project is Categorically Exempt under Class 32 (In-fill Project) Section 15332 of the California Environmental Quality Act (CEQA). Class 43 consists of projects characterized as in-fill development meet in the conditions described as (a) The project is consistent with the applicable general plan design and regulations. (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses. (c) The project site has not value as habitat for endangered, rare or threatened species. (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. (e) The site can be adequately served by all required utilities and public services utilities and public services.

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

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

PASSED, APPROVED AND ADOPTED this 8th day of September, 2020.

CITY OF SOUTH GATE:

María Davila, Mayor

ATTEST:

Carmen Avalos, City Clerk

(SEAL)

APPROVED AS TO FORM:

Raul Salinas (AE)

Raul F. Salinas, City Attorney

**ATTACHMENT B: Proposed Resolution Approving the
Affordable Housing Agreement**

RESOLUTION NO. _____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE APPROVING AFFORDABLE HOUSING AGREEMENT FOR THE LEGACY APARTMENTS AT SOUTH GATE AT 10130 ADELLA AVENUE

WHEREAS, on January 15, 2020, the Department of Community Development received an application from Gonzalez-Goodale and Newport Ventures for Administrative Plan Review No. 2020-01 to allow the construction of two 4-story multifamily residential buildings, with a total of 78 units, including four (4) affordable units at 10130 Adella Avenue (“Project”); and

WHEREAS, as part of the approval, the applicant was required to submit an Affordable Housing Agreement and include an Affirmative Fair Marketing Plan; and

WHEREAS, the submitted Affordable Housing Agreement (Exhibit A) and Affirmative Fair Marketing Plan (Exhibit B) meet the criteria as set forth by Section 11.31.070 (Affordable Housing Agreement) of the South Gate Municipal Code; and

WHEREAS, the 2014 Housing Element calls for the City to “provide a range of housing prices, unit types, and sizes to accommodate the varied needs of all socioeconomic segments of South Gate, fostering a diverse and balanced community”; and

WHEREAS, at its regular meeting of September 8, 2020, the City Council conducted a duly noticed public hearing and adopted Resolution No. _____ determining that the Affordable Housing Between the City of South Gate and 10130 Adella LLC is consistent with the goals, policies, and implementation measures set forth in the 2009 General Plan and 2014 Housing Element;

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

SECTION 1. The City Council, pursuant to the facts noted above, does hereby approve the Affordable Housing Agreement for the Legacy Apartments, a 78-unit multifamily housing development including 4 affordable units to be located at 10130 Adella Avenue. The Affordable Housing Agreement describes the waivers and affordability restrictions. The applicant will record the agreement against the entire residential development. The approval and execution of the Affordable Housing Agreement shall take place prior to the issuance of building permits. The Affordable Housing Agreement shall bind all future owners and successors in interest for the term of 55 years. The Affirmative Fair Marketing Plan demonstrates the marketing strategy designed to attract renters of all majority and minority groups, regardless of sex, handicap, and familial status to assisted rental units that are being marketed.

SECTION 2. The adoption of Affordable Housing Agreement and Affirmative Fair Marketing Plan for the Legacy Apartments is consistent with the goals and objectives of the adopted 2014 Housing Element and 2009 General Plan.

SECTION 3. The foregoing Affordable Housing Agreement is exempt from the California Environmental Quality Act (“CEQA”) under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

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

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

PASSED, APPROVED AND ADOPTED this 8th day of September 2020.

CITY OF SOUTH GATE:


María Davila, Mayor

ATTEST:

Carmen Avalos, City Clerk

(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

ATTACHMENT C: Affordable Housing Agreement

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
)
City of South Gate)
Director of Community Development)
8650 California Avenue)
South Gate, CA 90280)

This document is exempt from the payment of a recording fee pursuant to Government Code Sections 27383 and 6103

AFFORDABLE HOUSING AGREEMENT
Legacy Apartments

This Affordable Housing Agreement (the "Agreement") is entered into as of this ___ day of _____, 2020, by and between the CITY OF SOUTH GATE, a California municipal corporation ("City"), and 10130 Adella LLC, a California limited liability company ("Owner"), as follows:

RECITALS

A. Owner is the owner of certain real property (the "Property") located within the City of South Gate, County of Los Angeles, State of California, commonly known as 10130 Adella Avenue, with the APN of : 6221-026-020, and legally described in Exhibit "A" attached hereto and incorporated herein by reference; and

B. Owner intends to build a 78-unit apartment complex on the Property (the "Residential Development").

C. Chapter 11.31 ("Chapter 11.31") Density Bonus for Affordable Housing of the South Gate Municipal Code (the "Code") provides Incentives (defined in Chapter 11.31.050) to multi-family residential development projects that provide a set-aside of a specified percentage of all newly constructed dwelling units be developed, offered to and sold or rented to very low, low and moderate income households at an affordable housing cost; and

D. Table 11.31-3 Number of Incentives of the Code provides the number of incentives that shall be granted according to the percentage of set-aside units to be developed at each target group income level; and

E. Pursuant to the Chapter 11.31, Owner has agreed to restrict 4 units (5% of 78) to rental by Very Low-Income Households at an Affordable Rent; and

F. By agreeing to restrict 4 of the residential units on the Property to rental by Very Low-Income Households, at an Affordable Rent, Owner shall receive three (3) waivers, pursuant to the Chapter 11.31; and

G. City and Owner desire to enter into this Agreement pursuant to the provisions of Chapter 11.31; and

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows:

AGREEMENT

1. Recitals. The Recitals set forth above are true and accurate, and incorporated herein.
2. Code. The Code, as it now exists or may subsequently be amended, is incorporated into this Agreement.

3. Definitions. All defined terms, as indicated by initial capitalization, shall have the meanings set forth in Chapter 11.31 of the Code, except as expressly indicated otherwise. For purposes of this Agreement, the terms listed below shall have the meanings thereafter specified:

- (a) “Adjusted for Household Size Appropriate for the Unit(s)” means for a household of one person in the case of a studio unit, two persons in the case of a one-bedroom unit and three persons in the case of a two-bedroom unit.
- (b) “Affordable Rent” means the total rent including parking amenities such as a garage or carport, that, when added to the Utility Allowance, does not exceed a specified fraction of the gross monthly income, Adjusted for Household Size Appropriate for the Unit(s), as set forth below. Rents may be set at the California Tax Credit Allocation Committee allowable rents for a specific year for the Very Low Income Households, as that term is defined in this Agreement.
- (c) “Designated Unit(s)” means a dwelling unit that will be offered for rent exclusively to a Very Low Income Households at an Affordable Rent pursuant to this Agreement. The Designated Units shall be “floating” units as set forth in Section 6 below; provided, however, all Designated Units shall be reasonably dispersed throughout the Residential Development as required by Section 11.31.060.B.1 of the Code.
- (d) “Non-Designated Unit(s)” means those dwelling units in the Residential Development that are not Designated Unit(s).
- (e) “Original Unit(s)” shall have the meaning defined in Section 6(b).
- (f) “Owner” means the entity defined as such in the introductory paragraph of this Agreement, and includes all successors and assigns of that entity.
- (g) “Property” shall have the meaning defined in Recital “A”.
- (h) “Residential Development” shall have the meaning ascribed in Recital “B”.

(i) "Utility Allowance" means an amount designated by the City as a reasonable estimate of the cost of utilities for a Very Low Income Household, for purposes of calculating the applicable Affordable Rent.

(j) "Very Low Income Households" means households whose income does not exceed the very-low-income limits applicable to Los Angeles County as published and periodically updated by the California Department of Housing and Community Development pursuant to Section 50105 of the California Health and Safety Code.

4. Designated Unit(s).

(a) Owner hereby agrees that, for a period of 55 years from the date of recordation of this Agreement, 4 unit(s) in the Residential Development shall be reserved for rental exclusively by Very Low Income Households, at an Affordable Rent:

DESIGNATED UNIT DISTRIBUTION

<u>INCOME GROUP</u>	<u>Number of Units</u>	<u>Size, Bedroom Count</u>
Very Low-Income Households	4	2 one-bedroom units; 2 two-bedroom units

(b) The Designated Unit(s) shall be floating units as set forth in Section 6 below.

(c) The Designated Unit(s) shall be constructed at the same schedule, design, appearance, materials, finished quality and interior amenities of the Non-Designated Units. Construction of the Residential Development shall commence on or before April 30, 2021, and shall be completed on or before October 31, 2023.

(d) Attached hereto as Exhibit B is the affirmative fair marketing plan for the Residential Development which has been approved by the City.

5. Tenant Qualification for Rental Units; Income Limits and Affordable Rents.

(a) Owner agrees to rent the Designated Unit(s) solely to Very Low Income Households, at not more than the applicable Affordable Rent.

(b) Owner must take reasonable steps to certify the income level of prospective occupants of a Designated Unit, at the time of the initial rental, and to recertify such income levels annually thereafter. Owner shall request an income certification from the proposed occupant of the Designated Unit in one or more of the following methods, and Owner acknowledges that City may verify the occupant's income from time to time in order to ensure affordability of the Designated Units in accordance with the terms of this Agreement:

(i) Obtain three (3) paycheck stubs from the proposed occupant's three (3) most recent pay periods;

(ii) Obtain a true copy of an income tax return from the proposed occupant for the most recent tax year in which return was filed;

(iii) Obtain an income verification certification from the employer of the proposed occupant;

(iv) Obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the proposed occupant receives assistance from such agencies; or

(v) Obtain an alternate form of income verification acceptable to the City's Director of Community Development.

(c) Owner shall apply the same rental terms and conditions to tenants of the Designated Unit(s) as are applied to all other tenants, except as otherwise required to comply with this Agreement (i.e., rent levels, occupancy restrictions and income requirements) and/or government subsidy programs. Discrimination based on subsidies received by the prospective tenant is prohibited.

(d) Owner shall submit tenant income certifications, including all backup documentation to City or its designee within 5 business days following written request by the City. On an annual basis, Owner shall submit to the City an occupancy report, detailing the present occupants, rent and size of each Designated Unit at the Residential Development, and any other information which the City requests and which relates to the income eligibility of the occupants. The City, in its discretion, may delegate verification of tenant income to the Housing Authority of the County of Los Angeles or to the Housing Authority of the City of South Gate.

6. Changes in Tenant Income.

(a) If after moving into a Designated Unit(s), and during the annual audit of tenant's income, it is determined that the tenant's income exceeds the income limit for that unit, the tenant may remain in the unit (the "Original Unit(s)") as long as the tenant's income does not exceed 140% of the income limit for the Original Unit(s). In that event, the applicable Affordable Rent shall be that charged to a tenant whose income does not exceed the income limit for the Original Unit(s).

(b) If after moving into a Designated Unit(s) the tenant's income eventually exceeds 140% of the income limit for the Original Unit(s), the following shall apply:

(i) If the tenant's income does not exceed the income limits of other Designated Unit(s) in the Residential Development, the Owner may, at the Owner's sole option, allow the tenant to remain in the Original Unit at the tenant's new applicable Affordable Rent, as long as the next vacant unit is re-designated for the income category previously applicable to the Original Unit.

(ii) If a Non-Designated Unit in the Residential Development is available, the Owner may, at the Owner's option, allow the tenant to remain in the Original Unit(s) and raise the tenant's rent up to market rate (subject to the requirements of the California Tax Credit Allocation Committee and other applicable regulatory requirements) and designate the former Non-Designated Unit as a Designated Unit for the income category previously

applicable to the Original Unit(s), subject to the requirement of Section 11.31.060.B.1 of the Code.

(c) So long as the Owner complies with the procedures set forth in this Section 6, Owner shall not be in violation of this Agreement due to a tenant's income eventually exceeding the income limit for the Designated Unit(s) occupied by that tenant.

7. Utilization of Designated Unit(s). The Designated Unit(s) required by this Agreement shall be leased or rented and fully utilized in accordance with this Agreement; no Designated Unit shall be withdrawn from the market or otherwise held vacant.

8. Development and Maintenance of Units; Physical Inspection. Owner shall perform a physical inspection of the Property annually for health and safety violations, and shall (a) maintain and operate all units on the Property so as to provide decent, safe and sanitary housing consistent with federal housing quality standards; (b) make any required repairs or provide any required cleanup and (c) provide the Designated Unit(s) with the same levels of services and maintenance as are provided to the Non-Designated Unit(s) on the Property.

9. Administration Fee. Owner agrees to pay such fees and deposits as the City Council may adopt by resolution to offset the administrative cost of performing the duties and responsibilities described in this Agreement.

10. Federal and State Laws. Notwithstanding the above provisions, nothing contained herein shall require Owner or City to do anything contrary to or refrain from doing anything required by Federal and State laws and regulations promulgated there under applicable to the construction, management, maintenance, and rental of Low-income housing units in the City of South Gate.

11. Prohibition Against Discrimination. Owner shall not discriminate against any tenant or potential tenant on the basis of sex, color, race, religion, ancestry, national origin, age, pregnancy, marital status, family composition, sexual orientation, or the potential or actual occupancy of minor children.

12. Indemnification. Owner shall defend, indemnify and hold harmless the City of South Gate and its officers, agents, employees, representatives, and volunteers from and against any loss, liability, claim or judgment relating in any manner to the Residential Development or this Agreement.

13. City's Right to Inspect Units and Documents. The City may inspect the Designated Units (subject to the tenant's privacy rights) and any documents or records relating thereto, including but not limited to tenant income certifications and health and safety violations, at any reasonable time upon 72 hours' written notice to determine Owner's compliance with this Agreement.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of City and Owner, and their respective successors, owners and assigns. City reserves the right to designate another public agency to perform City's obligations or to exercise City's rights and options under this Agreement.

15. Burden to Run with Property. The covenants and conditions contained herein shall run with and burden the Property for 55 years from the date of recordation of this Agreement.

16. Notices. All notices required herein shall be sent by certified mail, return receipt requested or express delivery service with a delivery receipt and shall be deemed to be effective as date received or the date delivery was refused as indicated on the return receipt, as follows:

To Owner: 10130 Adella, LLC
10135 Geary Ave.
Santa Fe Springs, CA 90670
Attn.: Greg Solaas

To City: City of South Gate
Director of Community Development
City of South Gate
8650 California Avenue
South Gate, CA 90280

The parties may subsequently change addresses by providing written notice of the change in address to the other parties in accordance with this Section 16.

17. Governing Law. The laws of the State of California shall govern this Agreement. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Los Angeles, State of California, in an appropriate municipal court in that County, or in Federal District Court in the Central District of California.

18. Default. Failure or delay by either party to perform any term or provision of this Agreement, which is not cured within thirty (30) days after receipt of notice from the other party, constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with due diligence. The injured party shall give written notice of default to the party in default specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not initiate proceedings against the party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

19. Remedies.

(a) Any individual who sells or rents (including subleasing) a Designated Unit in violation of the provisions of this Agreement shall be required to forfeit to City all monetary amounts so obtained.

(b) City may institute any appropriate legal actions or proceedings necessary to ensure compliance with this Agreement, including but not limited to actions for injunctive relief or damages.

20. Attorney's Fees. In any action brought to declare the rights granted herein or to enforce or to interpret any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the court.

21. Non-Waiver. Failure to exercise any right City may have or be entitled to, in the event of default hereunder shall not constitute a waiver of such right or any other right in the event of a subsequent default.

22. Further Assurances and Recordation. Owner shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form and do such further acts as may be necessary, desirable or proper as City shall from time to time find necessary or appropriate to effectuate its purpose in entering this Agreement.

23. Entire Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this Agreement shall not be valid or binding. This Agreement may be amended only by written instrument signed by both City and Owner.

24. Severability Clause. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

25. Affordable Housing Agreement No. 2020-01. Affordable Housing Agreement is subject to the conditions of approval as contained within City Council Resolution No. _____.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY:

CITY OF SOUTH GATE

Maria Davila, Mayor

OWNER:

10130 Adella LLC,
a California limited partnership

By:


Greg Solaas

ATTEST:

Carmen Avalos, City Clerk

(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____, Notary Public, personally appeared, _____, proved to me the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____, Notary Public, personally appeared, _____, proved to me the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL A:

THAT PORTION OF LOT 9 OF TRACT NO. 2778, IN THE CITY OF SOUTH GATE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 30 PAGES 84 AND 85 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 9, DISTANT SOUTH 6° 55' 55" WEST 517.68 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 9; THENCE SOUTH 84° 17' 20" EAST 537.61 FEET; THENCE SOUTH 7° 05' 32" WEST 167.19 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF A 10.00 FOOT STRIP OF LAND WHICH IS THE PROPERTY OF SOUTHERN CALIFORNIA EDISON COMPANY, AS RECORDED IN BOOK 5954, PAGE 384 OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 85° 21' 50" WEST ALONG THE NORTHERLY LINE OF SAID 10.00 FOOT STRIP, 537.32 FEET TO THE WESTERLY LINE OF SAID LOT 9; THENCE NORTH 6° 55' 55" SOUTH EAST ALONG THE WESTERLY LINE OF SAID LOT 9, 172.57 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF LOT 9 OF TRACT NO. 2778, IN THE CITY OF SOUTH GATE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 30, PAGES 84 AND 85 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHERLY ONE FOOT OF PARCEL 2, OF PART (B), OF THE PROPERTIES DESCRIBED TN A CORPORATION GRANT DEED TO DONALD RAWLINS, MARJAN F. RAWLINS, AND THE CROCKER BANK AS TRUSTEES OF THE RAWLINS FAMILY TRUST UNDER TRUST INSTRUMENT DATED NOVEMBER 15, 1983, RECORDED AS INSTRUMENT NO. 84-1090427 OFFICIAL RECORDS, TN THE OFFICE OF SAID COUNTY RECORDER.

TOGETHER WITH THE SOUTHERLY 1.50 FEET OF THE LAND DESCRIBED TN PARCEL 3 OF THE DEED RECORDED ON AUGUST 31, 1981 AS INSTRUMENT NO. 81-872668 OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER.

APN: 6221-026-020

APN: 6221-026-020

Affirmative Fair Housing Marketing Plan Legacy Apartments

Project Description

Legacy apartments at South Gate will be a 78-unit multi-family housing apartment building, located at 10130 Adella Avenue, in the City of South Gate, California. The property will consist of forty-six (46) one-bedroom units and thirty-two (32) two-bedroom units set aside for management. This project will include 5% affordable (4 units) for very-low income. All affordable housing units are designated for very low-income housing.

The information in this plan reflects the requirements to the best of management knowledge but it's subject to change if required for compliance with law or regulation.

Affirmative Fair Housing Marketing Procedures

State and Local law prohibiting discrimination in the lease or rental or in the use, occupancy or tenure of enjoyment of the Legacy Apartments at South Gate, or any part thereof on the basis of marital status, race, color, religion, ancestry, sex, gender identity, sexual orientation, age, national origin, HIV, Acquired Immune Deficiency Syndrome (AIDS) or AIDS related condition (ARC), physical handicap, or on the basis of their receipt of, eligibility for, housing assistance programs or on the basis that the resident have a minor child or children who will be residing with them or any other arbitrary basis. Legacy Apartments at South Gate or any person claiming authority under or through them will not establish or permit any such practices of discrimination or segregation with references to the selection, location, number, use or occupancy of tenants or lessees in the project. All criteria shall be applied equitably, and all information considered on an applicant shall be related solely to the attributes and behavior of individual members of the household as they may affect residency.

All rental advertisements will bear the fair housing logotype and slogan, and any information sheets will also indicate accessibility to the disabled. A Fair Housing poster will be conspicuously displayed in the rental office and where the initial rent-up process will occur.

Procedures to Provide Accessible Units to People with Disabilities

All units at Legacy Apartments are full equipped to provide accessibility features for individuals whose disability require accessibility features.

General Targeting

All 4 Units will be occupied by direct referrals through The South Gate Housing Authority.

Marketing and Outreach Activities for the units include the following:

- A. Direct Referrals

All affordable housing units will be through The Housing Authority of the County of Los Angeles.

B. Community Outreach Activities

Per discussions at the Planning Commission hearing, the Property will be listed on the Housing Resource Center website at www.cityofsouthgate.org

Flyers of property to social service agencies

Timeline and Details for Outreach and Marketing

Marketing and outreach efforts to resident service providers will begin approximately three to six months prior to project completion date to ensure timely lease-up.

TBD

All marketing materials need to be approved and signed off by the owner.

Step 1

Post on www.cityofsouthgate.org

Email flyer to social service agencies

Email cover letter and application to referring agencies.

Step 2

Invitations to schedule an appointment will be sent out to the applicant and their case manager and/or service provider if one is designated on the application.

Step 3

Legacy Apartments will act as the intermediary between the management company hired and the applicants and assist the applicant gathering the management company hired required documents and coordinating with the City of South Gate Housing Authority for rent determination.

Step 4

Certificate of Occupancy- Residents begin to move into the property once approval is received from the City of South Gate Housing Authority.

Step 5

100% occupancy by TBD date.

Application Process Initial Application Procedure

1. The management company hired will create a Legacy Apartments at South Gate waitlist with application packets received from the various referring agency for the specific program in the order they are received.
2. Each prospective resident and the service provider will be contacted requesting an interview. Applicants will receive a checklist of the documents required to bring with them to the interview.

3. Ineligible applicants will receive a denial letter. All denial letters will describe the reason for ineligibility as well as appeal protocol.
4. Management will make the ultimate determination regarding tenant selection for all units.

Any applicant that fails to respond to a notice or who doesn't show up for the scheduled interview will be considered no longer interested.

Legacy Apartments at South Gate is subject to income limits that are published annually by HUD and available to the public from the property office. These income guidelines are subject to change.

The privacy of applicants will be guarded as conferred by the Federal Privacy Act of 1974. This Act in no way limits management's ability to collect such information as may be needed to determine eligibility, compute rent, or determine an applicant's suitability for tenancy.

An applicant household's combined gross annual income cannot exceed the published Area Median Income (AMI), depending on the income restriction for the unit for which a household is applying.

Interview Procedure

All applicants will be interviewed by the management company hired. At the time of the interview, all members of the household must be in attendance. They will be asked to bring most recent three months' pay stubs, if employed, income sources, assets, six-month bank statements, and previous rental history. Other documents or identification to determine household composition, income, and assets may be requested. During the interview, staff will clarify any information provided by the applicant household and answer questions regarding admission procedures.

At the interview the following items will be completed by or obtained from the household:

1. Credit/ Criminal Release Form: A credit report with a comprehensive unlawful detainer check will be obtained for each adult applicant. If the household meets the credit criteria a criminal report will be requested, and they immediately will move to the next step.
2. A Tenant Income Certification Questionnaire form completed by each adult.
3. Applicant shall execute any releases and consents authorizing any private sources of income, or any federal, state, or local agency, to furnish or release to management such information as management and the applicable program regulations determined to be necessary.
4. All income will be verified in writing from the income source on appropriate income verification forms. For recipients of Social Security income or public assistance, current Notice of Action letters or Statement of Benefits will be accepted.
5. All assets, including bank accounts, will be verified in writing from the financial institution.

6. Submission of an application and attendance at an interview does not indicate the offer of a unit or acceptance for housing. Formal determination of eligibility will be made when an appropriate unit is available, and all information is verified.
9. Once the final application review requirements have been satisfied, approved prospective residents will be notified and a request to provide a deposit to hold a specific unit will be issued.
10. The South Gate Housing Authority must approve the applicant, inspect and pass the unit, and send a Certificate of Eligibility with rent determination prior for management to approve move-in.
11. The management company will prepare welcome packages for the new residents.

ATTACHMENT D: PC Resolution 2020-04

RESOLUTION NO.2020-04

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH GATE RECOMMENDING THE CITY COUNCIL APPROVE THREE (3) WAIVERS AS PERMITTED IN THE SOUTH GATE MUNICIPAL CODE SECTION 11.31.050 FOR A HOUSING PROJECT TO INCLUDE FOUR (4) UNITS WITH RENTS AFFORDABLE TO VERY LOW INCOME HOUSEHOLDS FOR NO LESS THAN 55 YEARS IN THE LEGACY APARTMENTS LOCATED AT 10130 ADELLA AVENUE (APN: 622-026-020) IN THE CITY OF SOUTH GATE, STATE OF CALIFORNIA

WHEREAS, on January 15, 2020, the Department of Community Development received an application from Gonzales-Goodale Architects and Newport Ventures representing the property owners 10130 Adella LLC for Administrative Plan Review No. 2020-01 to allow the construction of two 4-story multifamily residential buildings, with a total of 78 units, including four (4) affordable units at 10130 Adella Avenue (“Project”); and

WHEREAS, the Planning Commission upon giving the required notice did on the 23rd day of July, 2020, conduct a duly advertised public hearing as required by law to consider the recommendation of approval of said relief from specific development standards in the form of an incentive and waivers. Notice of the hearing was originally published in the Long Beach Telegram newspaper on July 13, 2020 and mailed to property owners and properties located within 1,000 feet of the project site on July 13, 2020; and

WHEREAS, an environmental assessment was prepared analyzing the potential impacts the proposed project could have on the environment; and

WHEREAS, studies and investigations were made and a staff report with recommendations was submitted; and

WHEREAS, the submitted Affirmative Fair Marketing Plan meets the criteria as set forth by Section 11.31.070 (Affordable Housing Agreement) of the South Gate Municipal Code; and

WHEREAS, the 2014 Housing Element calls for the City to “provide a range of housing prices, unit types, and sizes to accommodate the varied needs of all socioeconomic segments of South Gate, fostering a diverse and balanced community”; and

WHEREAS, the Planning Commission determined that the facts of this matter are as follows:

1. The South Gate Department of Community Development received a request to allow construction of 78 multi-family units, including four (4) affordable units at 10130 Adella Avenue.
2. If the proposed project is approved by the City Council, the project will provide 4 units that are income-restricted to Very Low Income households defined by the US Department of Housing and Urban Development. The income restricted housing

units will include 2 one-bedroom units and 2 two-bedroom units.

3. The 2.02-acre project site is in the Tweedy Boulevard Specific Plan. The zoning designation is Industrial Flex (IF) and the general plan identifies the site as within the Tweedy Educational District.
4. Multi-family projects are permitted in the Industrial Flex (IF) zoning district with an Administrative Plan Review approved by the Community Development Director.
5. The Industrial Flex (IF) zoning district allows up to 40 units per acre or up to 80 units on the site without a density bonus.
6. Although the 78-unit project does not exceed the maximum number of units permitted by the zoning ordinance, the applicant finds that it is infeasible to construct the project without relief from four requirements of the South Gate Municipal Code.
7. Pursuant to State Density Bonus Law 65159, projects with income-restricted units providing affordable housing may take advantage of the incentives and waivers offered by the statute even if the project does not need a density bonus.
8. The 4 income-restricted units for households with Very Low Incomes represent 5% of the total units in the 78-unit project and is eligible for one incentive.
9. California Government Code Section 65915 (e) prohibits the City from applying any development standard that will have the effect of physically precluding the construction of an affordable development and establishes a procedure for developers to request that development standards be waived for an affordable housing project.
10. The applicants are requesting relief from South Gate Municipal Code Section 11.23.050A requirement that at least 50% of the units have direct access to private open space, balconies, patios or roof terraces. Legacy Apartments by code is required to provide 39 units with private open space. The applicants determined the costs associated with the construction of private open space would make it infeasible to provide the proposed 4 income-restricted units.
11. Tweedy Boulevard Specific Plan and South Gate Municipal Code Section 11.23.080 require that new projects be developed with a specific Building Frontage Type. Residential projects in the IF zoning district are required to use one of the following Building Frontage Types – Terrace/Stoop, Porch or Front Yard.
12. Each of these three Building Frontage options requires that private open space be located at the ground level along the Legacy Lane and Adella Street frontages. The applicants assert that security concerns and costs make it unfeasible to meet the Building Frontage requirement and provide the four income restricted units.
13. South Gate Municipal Code Section 11.25.080 requires multi-family projects to provide 16 square feet of outdoor recycling facilities for each unit, or 1,248 square feet, or an area the size of seven parking spaces.

14. The applicants assert that placing the trash collection facilities outside would affect the feasibility of the project by significantly reducing the surface area available to provide required parking. Placing the trash collection facilities inside saves approximately 1,300 square feet of surface area or allows 7 parking spaces to be provided.
15. South Gate Municipal Code Section 11.31.070 requires that an Affordable Housing Agreement be entered into between the City and the developer of a housing project exercising the provisions of the Density Bonus Ordinance including the granting of incentives and/or waivers to provide relief from local development standards.

WHEREAS, The City Planning Commission made the following findings:

1. The subject application will not be detrimental to the public health, safety and welfare or adversely affect property values or the present and further development of the surrounding area with the incorporation of the conditions of approval.
2. The proposed use is consistent with the following goals and objectives of the South Gate General Plan:
 - New construction will provide adequate on-site parking for residents (CD 4.4).
 - The City shall pursue a variety of housing choices in Districts including both rental and ownership (CD 6.1).
 - Iconic, high quality urban design and architecture should be pursued with new projects all the Districts in order to improve the aesthetics of the City (CD 6.1).
 - New development in Districts will be designed and developed to achieve a high level of quality and distinctive character and architecture (CD 6.2).
 - New buildings and substantial remodels in Districts will be sited and designed to enhance pedestrian activity along sidewalks (CD 6.2).
 - Design landscaping, buildings and sites to enhance the pedestrian environment and enhance the urban character of the City's Districts (CD 6.2).
 - The City will encourage innovative and quality architecture in the City with all new public and private projects (CD 8.1).
 - Ensure high quality architecture and urban design throughout the City (CD 8.1).
 - New multi-family buildings will be designed with attractive and inviting frontage on all public streets (CD 8.1).
 - The City will encourage the use of density bonuses and provide other regulatory concessions to encourage affordable housing development (HE 1.3).
3. Upon compliance with the attached conditions of approval, the subject use will not have a detrimental impact on adjacent properties.
4. This project is Categorically Exempt under Class 32 (In-fill Project) Section 15332 of the California Environmental Quality Act (CEQA). Class 32 consists of projects characterized as in-fill development meet in the conditions described as (a) The project is consistent with the applicable general plan design and regulations; (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; (c) The project site is not deemed a valuable habitat for endangered, rare or threatened species; (d) Approval of the

project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (e) The site can be adequately served by all required utilities and public services utilities and public services.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of South Gate, pursuant to the facts noted above, does hereby recommend that the South Gate City Council approve relief from the specific development standards through the combination of incentives and waivers, as permitted by Section 11.31.050 of the South Gate Municipal Code, as specified as follows: *Waiver 1*- waive requirement that private open space be provided to at least 50% of the units; *Waiver 2*- waive requirement that the project be developed with one of the required Building Frontage Types; and *Waiver 3*- waive the requirement that trash and recycling facilities be installed outside. In return for this relief, the property owner commits to maintaining for no less than 55 years, four units (5% percent of the project's 78 units) with rents affordable to Very Low Income households in the Legacy Apartments project located at 10130 Adella Avenue, South Gate, California subject to the conditions of approval contained in Exhibit A.

BE IT FURTHER RESOLVED, that the Secretary of this Commission be directed transmit to the City Council a copy of this resolution as the report of the findings and recommendations of the Planning Commission with reference to this matter.

This Resolution was adopted by the following vote at the Planning Commission meeting of July 23, 2020.

AYES: Chairperson Perez, Vice Chairperson Inzunza, Commissioners Delgado & Sepulveda

NOES: Commissioner De La Paz

ABSENT:

NOT VOTING:

APPROVED and **ADOPTED** this 23rd day of July 2020.

CITY OF SOUTH GATE:

Joe Perez
Secretary
City Planning Commission

APPROVED:

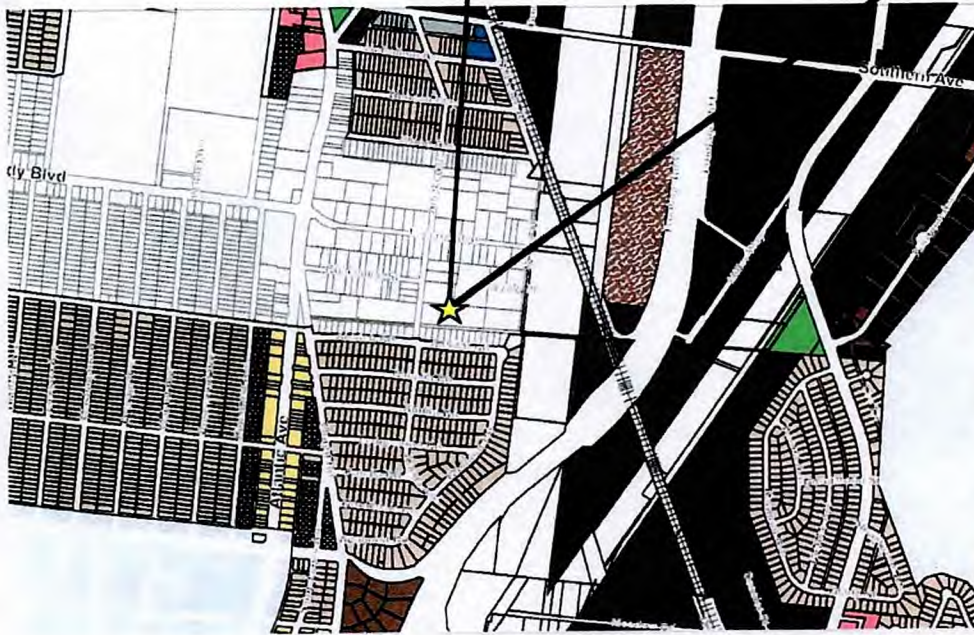
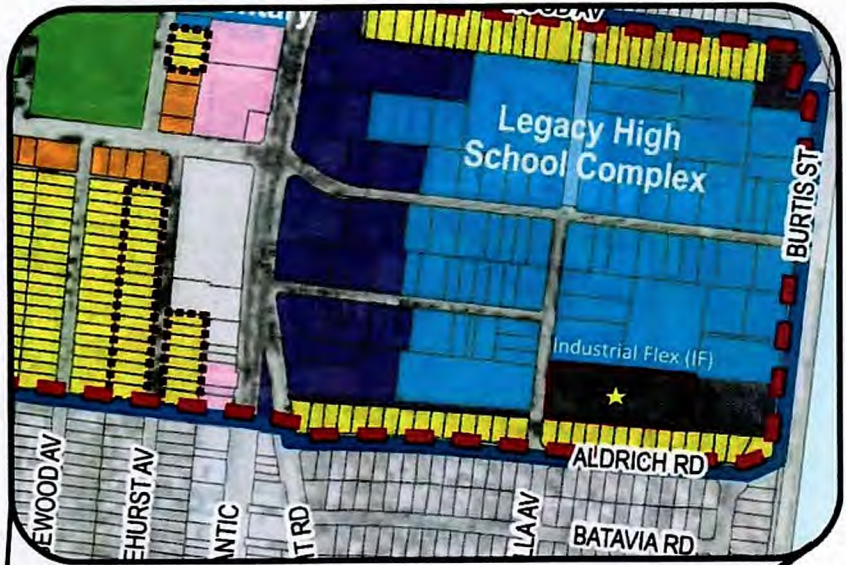
Jenny Perez
Chairperson
City Planning Commission

ATTACHMENT E: Zoning Map & General Plan Districts Map

Zoning Site Map

10130 Adella Ave

- Project Boundary
- Project Site
- City of South Gate Boundary
- Tweedy Blvd Specific Plan Area
- Tweedy West Subarea
- Tweedy Mile Subarea
- Tweedy East Subarea
- Tweedy Mixed Use-1 (TMU1) - 20 du/acre, 1.25 FAR
- Tweedy Mixed Use-2 (TMU2) - 30 du/acre, 1.5 FAR
- Corridor Transition Overlay
- Active Retail Frontage
- Light Manufacturing (M2) - 2.0 FAR
- Industrial Flex (IF) - 2.0 FAR
- Neighborhood Medium (NM) - 20 du/acre
- Neighborhood Low (NL) - 5.0 du/acre
- Civic (CV) - 1.5 FAR
- Open Space (OS)
- Precise Plan #18/Site Plan #283 (PP)



- Project Site
- City of South Gate Boundary
- Specific Plan Areas**
 - Hollydale Specific Plan Area
 - Tweedy Boulevard Specific Plan Area
- Urban Mixed-Use Zones**
 - CC - Civic Center
 - TV - Transit Village
 - IF - Industrial Flex
 - CDR1 - Corridor 1
 - CDR2 - Corridor 2
 - UN - Urban Neighborhood
 - MS - Main Street
- Residential Neighborhood Zones**
 - NL - Neighborhood Low
 - NM - Neighborhood Medium
 - MH - Mobile Home Park
 - CV - Civic
 - OS - Open Space
- Commercial Industrial Zones**
 - RC - Regional Commercial
 - LI - Light Industrial
 - M2 - Light Manufacturing
 - M3 - Heavy Manufacturing

General Plan Map : Tweedy Educational District

10130 Adella Ave



Districts

-  Ardine Industrial
-  Civic Center
-  South Gate College [2 Sub Areas]
-  El Paseo/South Gate Towne Center [3 Sub Areas]
-  Firestone Industrial
-  Gateway [4 Sub Areas]
-  Hollydale Industrial
-  Tweedy Educational District
-  Rayo Industrial [2 Sub Areas]
-  South Gate Triangle [2 Sub Area]
-  Southwest Industrial

South Gate General Plan 2035

ATTACHMENT F: Photos

PROPOSED SITE



EAST OF SITE



WEST OF SITE



K-RAILS ON ADELLA



ACROSS STREET FROM SITE



ATTACHMENT G: Project Plans

LEGACY APARTMENTS

4 STORY TYPE VA MULTI-FAMILY HOUSING
10130 ADELLA AVE., SOUTH GATE, CA 90280

NEWPORT PROPERTY VENTURES
3585 CADILLAC AVE
COSTA MESA, CA 92626

PROJECT DESCRIPTION

NEW CONSTRUCTION OF 4 STORY TYPE VA RESIDENTIAL BUILDING WITH 78 UNITS (5% AFFORDABLE).

LEGAL DESCRIPTION

SITE ADDRESS: 10136 ADELLA AVENUE
ZIP CODE: 90280
LOT/PARCEL AREA (CALCULATED): 87,991.2 SF
ASSESSOR PARCEL NO. (APN): 6221-026-020
TRACT: 2776 S 182.57 FT MEASURED ON W AND W 537.32 FT MEASURED ON S EX STS LOT 9
MAP REFERENCE: M B 30-84
LOT: 20
MAP SHEET: 0221 26

APPLICABLE CODES

PROJECT SHALL BE IN COMPLIANCE WITH ALL COMPONENTS OF THE FOLLOWING

2019 CALIFORNIA GREEN BUILDING CODE

2019 CALIFORNIA MECHANICAL CODE

2019 CALIFORNIA ELECTRIC CODE

2019 CALIFORNIA PLUMBING CODE

FAIR HOUSING ACT DESIGN MANUAL 1998

AFFORDABLE UNITS SHALL COMPLY WITH

2010 ADA STANDARDS FOR ACCESSIBLE DESIGN W/ HUD EXCEPTIONS

PROVISIONS OF THE CBC CHAPTER 11(B) AND TITLE III OF THE AMERICANS WITH DISABILITIES ACT (2010)

HUD SECTION 504

AFFORDABLE HOUSING

5% VERY LOW INCOME = 1 INCENTIVE (SGMC TABLE 11.31-3)

ZONING CODE ANALYSIS	
LOT	20
PARCEL / APN NO.	APN NO.: 6221-026-020
ZONE	IF (INDUSTRIAL FLEX)
TOTAL LOT AREA	87,991.2 SF
BASE FAR	2.0
PROPOSED FAR	4.6
ALLOWABLE FLOOR AREA	LOT AREA x 2 (FAR) = 195,982 SF
PROPOSED FLOOR AREA	87,991 x 2 = 195,982 SF
MIN AREA PER DWELLING UNIT	600 SF (STUDIO / 1-BEDROOM)
BASE DENSITY PERMITTED	40 DU / ACR = 80 UNITS
PROPOSED DENSITY	78 UNITS
HEIGHT LIMIT	50 FT
PROPOSED BUILDING HEIGHT	45'-0"
FRONT SETBACK (ADELLA AVE)	0 FT - 20 FT
PROPOSED FRONT SETBACK	0'-3"
SIDE SETBACK (LEGACY AVE)	0 FT - 25 FT
PROPOSED SIDE SETBACK	9'-11"
SIDE SETBACK (SCE ROW)	0 FT - 10 FT THIRD FLOOR SETBACK
PROPOSED SIDE SETBACK (SCE ROW)	52' - 0"
INTERIOR SETBACK (EAST)	0 FT - 15 FT
PROPOSED REAR SETBACK (EAST)	78'-7/8"

ZONING CODE ANALYSIS - UNIT MIX	
DWELLING UNITS	ONE BEDROOM - 46 UNITS
TOTAL UNITS	TWO BEDROOM - 32 UNITS
	78 UNITS
AFFORDABLE UNITS WITH MOBILITY FEATURE	(5%): 4 UNITS

ZONING CODE ANALYSIS - OPEN SPACE (SGMC TABLE 11.23-1)	
REQUIRED OPEN SPACE	20% LOT SIZE
TOTAL REQUIRED OPEN SPACE	17,598 SF
COMMON INDOOR OPEN SPACE REQUIRED	500 SF MIN
TOTAL COMMON INDOOR OPEN SPACE PROVIDED	908 SF
PRIVATE OPEN SPACE	50% UNITS SHALL PROVIDE OPEN SPACE ON BALCONY, PATIO, OR ROOF TERRACE
TOTAL PROVIDED	18,808 SF (INCLUDING OUTDOOR DECKS)

ZONING CODE ANALYSIS - PARKING (SGMC TABLE 11.31-4)	
TOTAL PARKING REQUIRED	1 BEDROOM: 1.0 SPACE PER UNIT 2 BEDROOMS: 2.0 SPACES PER UNIT
ACCESSIBLE PARKING 5% = 6 SPACES	
EVCS - 10% FOR RESIDENTIAL = 11 SPACES	EVERY ONE IN 25 EVCS SHALL HAVE 8X18 STALL + 8 FT AISLE OR 12X18 FT STALL + 8 FT AISLE
TOTAL PARKING	STANDARD - 91 SPACES COMPACT - 23 SPACES (20%) ACCESSIBLE (INCLUDING VAN) - 5 SPACES EVCS - 11 SPACES
TOTAL PARKING PROVIDED	114 SPACES

ZONING CODE ANALYSIS - BICYCLE PARKING (SGMC TABLE 11.35-5)	
TOTAL BICYCLE PARKING REQUIRED	1.0 SPACE PER 5 DWELLING UNITS
TOTAL BICYCLE PARKING PROVIDED	16



AUTOMATIC FIRE EXTINGUISHING SYSTEM

AN AUTOMATIC FIRE EXTINGUISHING SYSTEM SHALL BE PROVIDED THROUGHOUT BUILDING (INCLUDING OPEN PARKING GARAGES).

AUTOMATIC FIRE EXTINGUISHING SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 13.

FIRE DEPARTMENT NOTES

- PROVIDE PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE BUILDING ON EACH FLOOR, ALSO DURING CONSTRUCTION. (L.A.M.C. 57.140)
- PROVIDE PORTABLE FIRE EXTINGUISHER WITH A RATING NOT LESS THAN 10BC FOR KITCHEN, ELECTRICAL ROOM, MECHANICAL ROOM, OR PARKING GARAGE.
- PROVIDE FIRE EXTINGUISHER AS REQUIRED BY FIRE DEPARTMENT FIELD INSPECTOR.
- PROVIDE AN APPROVED FIRE ALARM SYSTEM.
- PROVIDE SINGLE STATION SMOKE DETECTOR WITHIN SLEEPING AREAS AND AREAS GIVING ACCESS TO SLEEPING AREAS AND ON TOP CENTER OF STAIRS LEADING THERETO.
- SMOKE DETECTORS SHALL SOUND AN ALARM AUDIBLE IN ALL SLEEPING AREAS OF THE DWELLING UNIT IN WHICH THEY ARE LOCATED. (C.G.R. TITLE 24, PART 9)
- MEANS OF EGRESS SHALL BE ILLUMINATED AT A MINIMUM INTENSITY OF 1 FOOT-CANDLE AT FLOOR LEVEL.
- MEANS OF EGRESS ILLUMINATION SHALL BE PROVIDED FROM AN EMERGENCY POWER SYSTEM.

PROJECT SUSTAINABLE BUILDING METHODS

- THE PROJECT WILL EMPLOY OUTDOOR WATER CONSERVATION MEASURES THAT INCLUDE:
- USE NATIVE OR DROUGHT-TOLERANT PLANTS FOR A MINIMUM OF 75% OF LANDSCAPED AREA
 - LIMIT CONVENTIONAL GRASS / TURF TO 25% OF LANDSCAPED AREA
 - GROUP PLANTS WITH SIMILAR WATERING NEEDS (HYDROZONES)
 - INSTALL HIGH EFFICIENCY IRRIGATION SYSTEM WITH SMART IRRIGATION CONTROLS FOR ALL LANDSCAPING
- AT MINIMUM THE PROJECT SHALL RECYCLE AND/OR SALVAGE 70% OF NON-HAZARDOUS CONSTRUCTION AND DEMOLITION DEBRIS.

THE PROJECT PROVIDES AN EASILY-ACCESSIBLE RECYCLING AREA FOR TENANT USE THAT SERVES THE ENTIRE BUILDING.

UNDER SEPARATE PERMIT OR APPROVAL

THIS BUILDING SHALL BE PROVIDED AUTOMATIC SPRINKLER SYSTEM COMPLYING WITH PROVISIONS OF CBC 903.3.3.1.1 (NFPA-13)

PROVIDE EMERGENCY RESPONSE RADIO COVERAGE IN ACCORDANCE WITH LAFC 510 (CBC 916.1)

FUTURE SOLAR PHOTOVOLTAIC SYSTEMS

DRAWING INDEX

SHEET	DESCRIPTION
GENERAL	
G0.01	GENERAL PROJECT INFORMATION
G0.02	GENERAL PROJECT INFORMATION
G1.02	BUILDING CODE ANALYSIS - OPEN SPACE

ARCHITECTURAL	DESCRIPTION
A1.01	SITE PLAN
A2.12A	FIRST FLOOR PLAN BLDG A
A2.12B	FIRST FLOOR PLAN BLDG B
A2.22A	SECOND FLOOR PLAN BLDG A
A2.22B	SECOND FLOOR PLAN BLDG B
A2.32A	THIRD FLOOR PLAN BLDG A
A2.32B	THIRD FLOOR PLAN BLDG B
A2.42A	FOURTH FLOOR PLAN BLDG A
A2.42B	FOURTH FLOOR PLAN BLDG B
A2.51A	ROOF PLAN BLDG A
A2.51B	ROOF PLAN BLDG B
A3.01	EXTERIOR ELEVATIONS BLDG A
A3.02	EXTERIOR ELEVATIONS BLDG B
A3.03	EXTERIOR ELEVATIONS BLDG A & BLDG B
A3.04	EXTERIOR ELEVATIONS - BLDG B
A3.05	EXTERIOR ELEVATIONS BLDG B
A4.10	BUILDING SECTIONS BLDG A
A4.11	BUILDING SECTIONS BLDG A
A4.12	BUILDING SECTIONS BLDG B
A4.13	BUILDING SECTIONS BLDG B

LANDSCAPE	DESCRIPTION
L-1	CONCEPTUAL LANDSCAPE SITE PLAN
L-2	CONCEPTUAL LANDSCAPE DECK PLAN

PROJECT DIRECTORY

OWNER
NEWPORT PROPERTY VENTURES
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golaas@newprovs.com

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GGA ARCHITECTS
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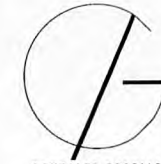
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STRUCTURAL ENGINEER
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MECHANICAL/PLUMBING/ELECTRICAL ENGINEER
GREEN ENGINEERING
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DES MAHONY, PE, LEED AP
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dmahony@breeneng.com

VICINITY MAP



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LEGACY APARTMENTS

10130 ADELLA AVE.
SOUTH GATE, CA 90280

PROJECT NO. 13889

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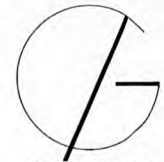
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GENERAL PROJECT
INFORMATION

G0.01

PLOT DATE: 7/20/2023 2:29:33 PM

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NORTH EAST PERSPECTIVE BUILDING A (BUILDING B SIMILAR)



NORTH ELEVATION BUILDING A



WEST PERSPECTIVE BUILDING A



SOUTH PERSPECTIVE BUILDING A

LEGACY APARTMENTS

13135 ADELLA AVE.
SOUTH GATE, CA 90240
PROJECT NO. 1986

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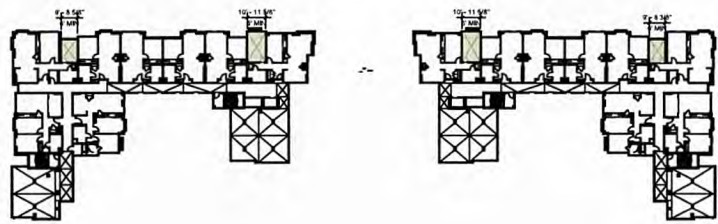
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DRAWING TITLE

GENERAL PROJECT
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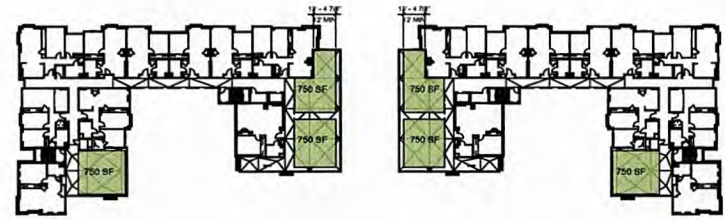


4 LEVEL 4 - OPEN SPACE DIAGRAM
1/32" = 1'-0"
LEVEL 4 PRIVATE OPEN SPACE: 682 SF

LEGEND
 COMMON OUTDOOR OPEN SPACE
 COMMON INDOOR OPEN SPACE
 PRIVATE OPEN SPACE

LANDSCAPE REQUIREMENTS
 (SOUTH GATE ZONING ORDINANCE TABLE 11.23-1 OPEN SPACE REQUIREMENTS)
 REQUIRED COMMON OPEN SPACE: 4,688 SF
 REQUIRED LANDSCAPE: 1,172 SF
 PROVIDED LANDSCAPE AREA: 12,570 SF
 TOTAL NUMBER OF UNITS: 78
 REQUIRED TREES (1 TREE/4 UNITS): 20
 PROVIDED TREES: 53

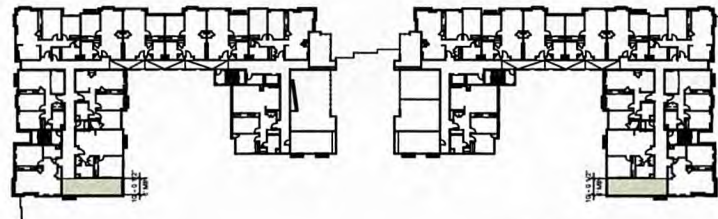
OPEN SPACE REQUIREMENTS
 (SOUTH GATE ZONING ORDINANCE TABLE 11.23-1 OPEN SPACE REQUIREMENTS)
 -COMMON OUTDOOR OPEN SPACE FOR LOT SIZES GREATER THAN 30,000 SF AND PROJECTS WITH 2+ RESIDENTIAL UNITS SHALL BE A MINIMUM OF 20% OF THE LOT AREA
 -COMMON INDOOR OPEN SPACE OR COMMUNITY ROOMS SHALL BE A MINIMUM OF 500 SF
 -PRIVATE OPEN SPACE SHALL BE PROVIDED FOR A MINIMUM OF 50% OF ALL RESIDENTIAL UNITS WITH 36 SF MINIMUM PER UNIT



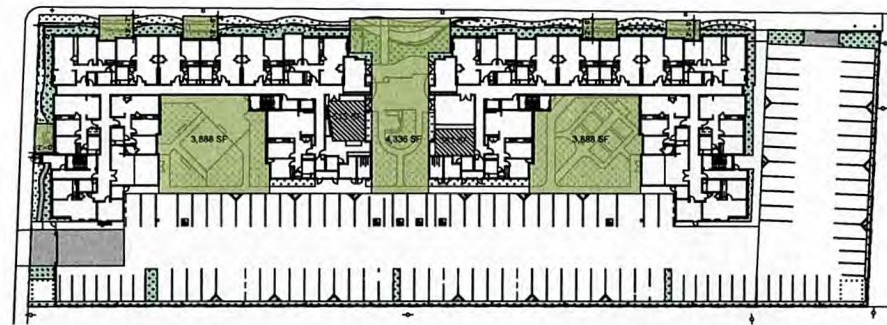
3 LEVEL 3 - OPEN SPACE DIAGRAM
1/32" = 1'-0"
LEVEL 3 COMMON OUTDOOR OPEN SPACE: 4,500 SF

OPEN SPACE REQUIRED
 TOTAL COMMON OUTDOOR SPACE
 87,991.2 SF (LOT SIZE) X .2 = 17,598 S.F.
 COMMON INDOOR OPEN SPACE
 500 S.F. MINIMUM * 500 S.F.
 PRIVATE OPEN SPACE
 (78 / 2 UNITS) X 36 SF = 1,404 S.F. (NOT INCLUDED IN TOTAL)
 TOTAL OPEN SPACE REQUIRED: 18,098 S.F.

OPEN SPACE PROVIDED:
 TOTAL COMMON OUTDOOR OPEN SPACE: 17,900 S.F.
 COMMON INDOOR OPEN SPACE: 908 S.F.
 PRIVATE OPEN SPACE: 1,468 S.F. (NOT INCLUDED IN TOTAL)
 TOTAL OPEN SPACE PROVIDED: 18,808 S.F.



2 LEVEL 2 - OPEN SPACE DIAGRAM
1/32" = 1'-0"
LEVEL 2 PRIVATE OPEN SPACE: 722 SF



1 LEVEL 1 - OPEN SPACE DIAGRAM
1/32" = 1'-0"
LEVEL 1 COMMON OUTDOOR OPEN SPACE: 13,400 SF
COMMON INDOOR OPEN SPACE: 908 SF

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LEGACY APARTMENTS

19131 ADELLA AVE.
 SOUTH GATE, CA 90260
 PROJECT NO. 19896

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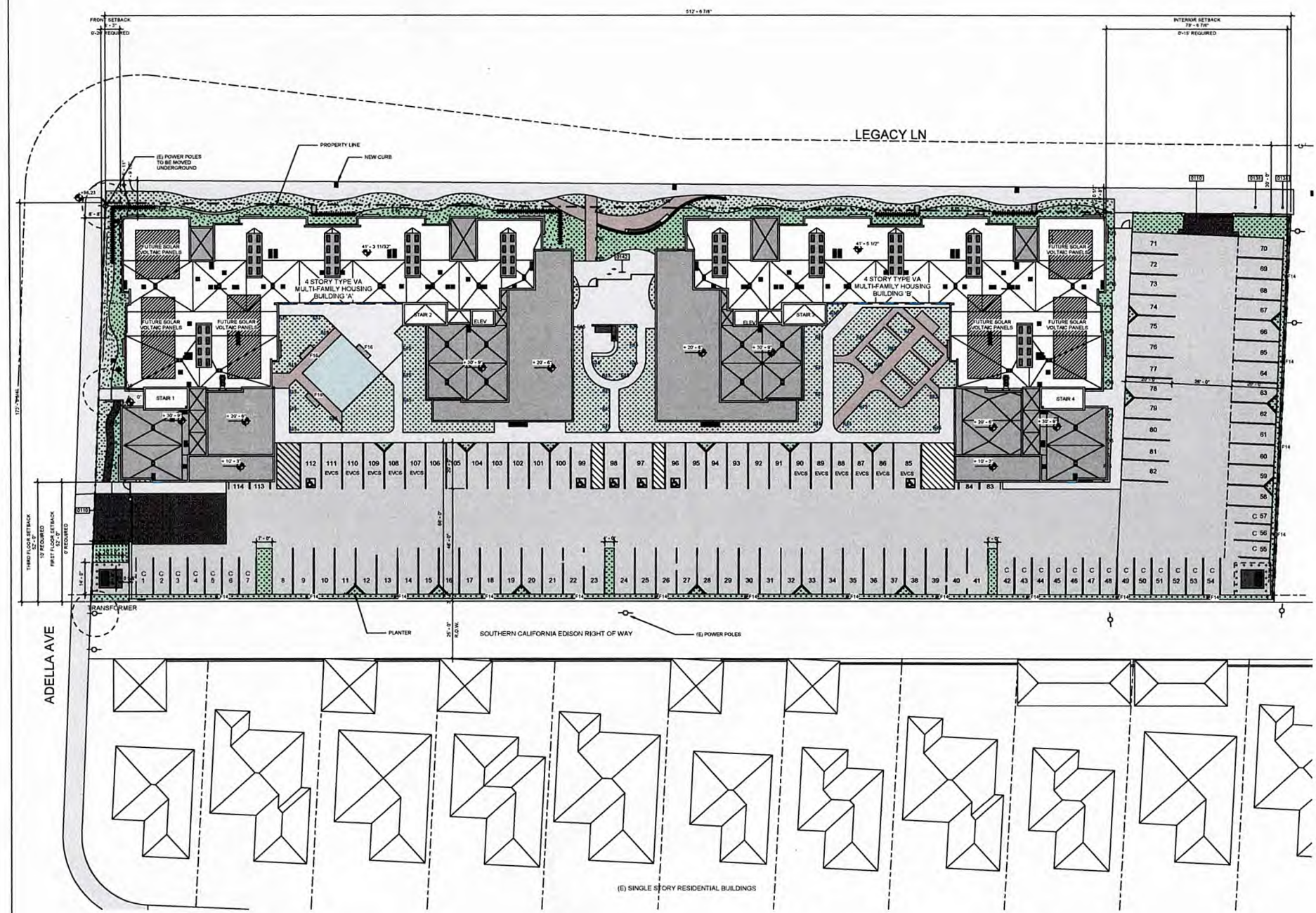
REVISION DATE	DESCRIPTION

DRAWING TITLE
BUILDING CODE ANALYSIS - OPEN SPACE

G1.02
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1 SITE PLAN
 1/16" = 1'-0"

- KEYNOTE LEGEND**
- 0110 STAMPED CONCRETE
 - 0138 BICYCLE RACK
 - 0142 DECORATIVE BICYCLE RACK

- LIGHTING LEGEND**
- BOLLARD PATH LIGHT
 - PARKING LOT LIGHT POLE
 - ⬇ EXTERIOR WALL MOUNTED LIGHT
 - ⬇ RECESSED PATH LIGHT (EMBEDDED IN CONCRETE BENCH)
 - ⬇ EXTERIOR DOWNLIGHT (ABOVE METAL SCREENS)

- LEGEND**
- - - PROPERTY LINE
 - ▨ LANDSCAPED AREA

78 UNITS TOTAL
 45 1-BEDROOM UNITS
 33 2-BEDROOM UNITS
 TYPE VA, 4 STORY BUILDING
 114 PARKING SPACES
 23 COMPACT SPACES

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LEGACY APARTMENTS

15150 ADELLA AVE.
 SOUTH GATE, CA 90280
 PROJECT NO. 19886

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ISSUE DATE	DESCRIPTION
01/24/20	CITY COUNCIL REVIEW

REVISION DATE	DESCRIPTION



DRAWING TITLE

SITE PLAN

A1.01

PLOT DATE: 7/24/2020 3:13:47 PM



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1 02 LEVEL 2 BLDG B
 1/8" = 1'-0"
 0' 4' 8' 16'

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LEGACY APARTMENTS

10130 ADELLA AVE.
 SOUTH GATE, CA 90260

PROJECT NO. 1996

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ISSUE DATE	DESCRIPTION
04/20/2010	CITY COUNCIL REVIEW

REVISION DATE	DESCRIPTION

DRAWING TITLE

**SECOND FLOOR
 PLAN BLDG B**

A2.22B

PLOT DATE: 7/26/2010 2:20:57 PM

15



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KEYNOTE LEGEND



1 THIRD FLOOR PLAN BLDG A
1/8" = 1'-0"

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LEGACY APARTMENTS

15135 ADELIA AVE.
SOUTH GATE, CA 90260

PROJECT NO. 1988

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ISSUE DATE	DESCRIPTION
04/23/2018	CITY COUNCIL REVIEW

REVISION DATE	DESCRIPTION

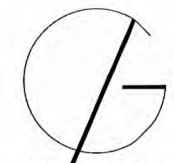


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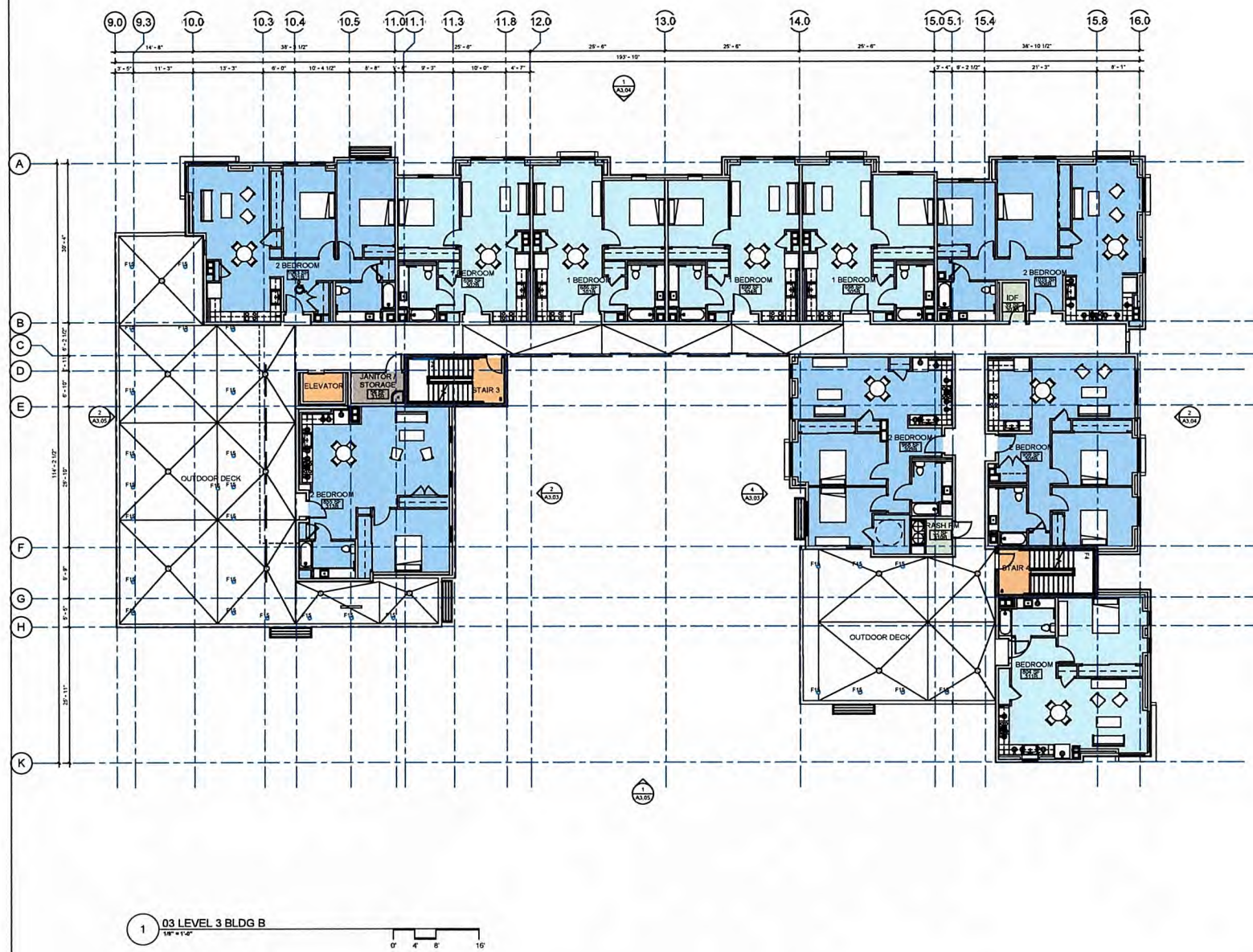
THIRD FLOOR PLAN
BLDG A

A2.32A

PLOT DATE: 10/06/20 2:21:12 PM



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1 03 LEVEL 3 BLDG B
1" = 4'-0"

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LEGACY APARTMENTS

10130 ADELLA AVE.
SOUTH GATE, CA 90280

PROJECT NO. 19986

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ISSUE DATE	DESCRIPTION
09/20/09	CITY COUNCIL REVIEW

REVISION DATE	DESCRIPTION

DRAWING TITLE

THIRD FLOOR PLAN
BLDG B

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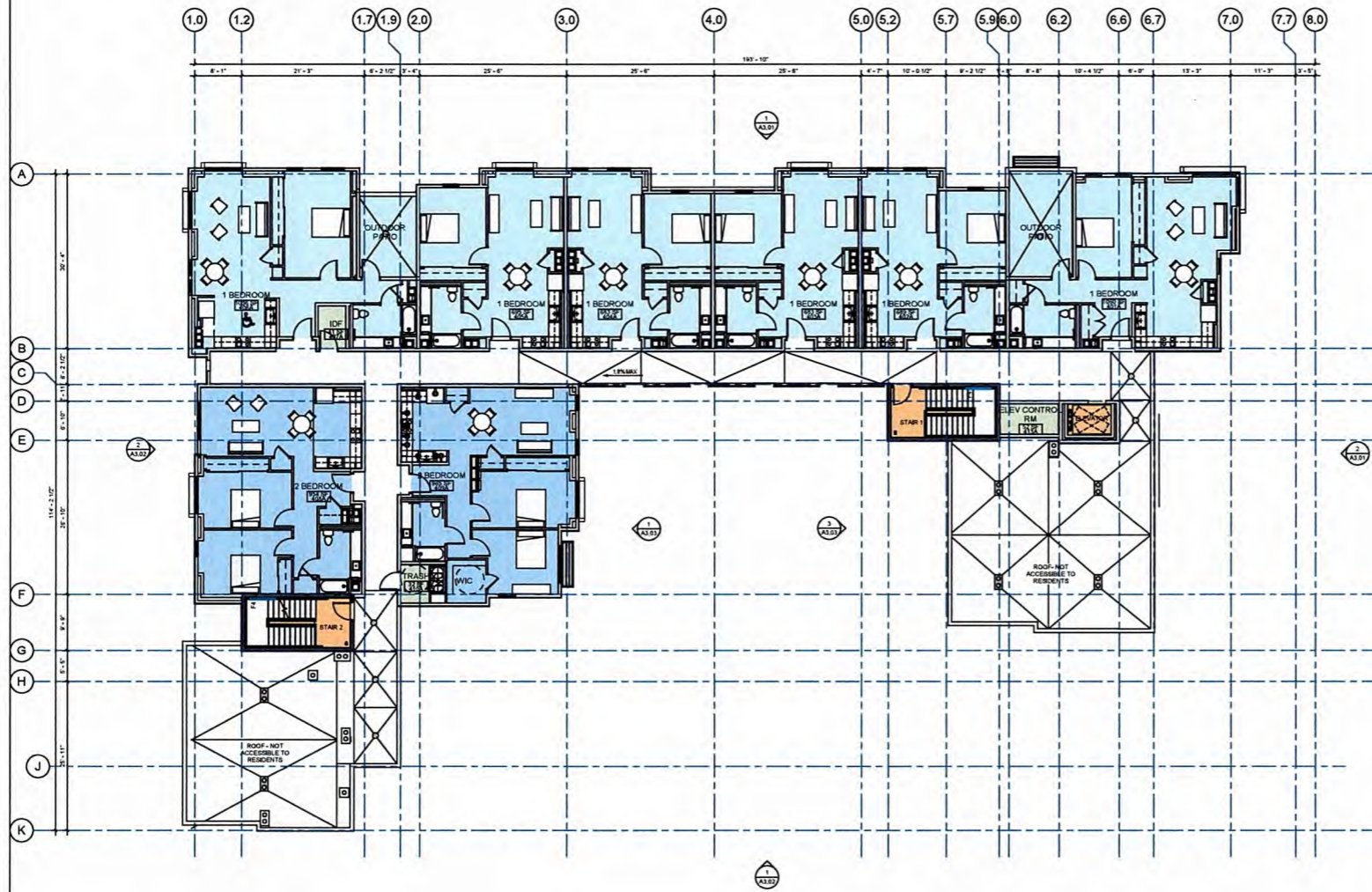
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05



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KEYNOTE LEGEND



1 FOURTH FLOOR PLAN BLDG A
1/8" = 1'-0"

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LEGACY APARTMENTS

10130 ADELLA AVE.
SOUTH GATE, CA 90280

PROJECT NO. 1986

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ISSUE DATE DESCRIPTION
REV 2/2015 CITY COUNCIL REVIEW

REVISION DATE DESCRIPTION



DRAWING TITLE

FOURTH FLOOR
PLAN BLDG A

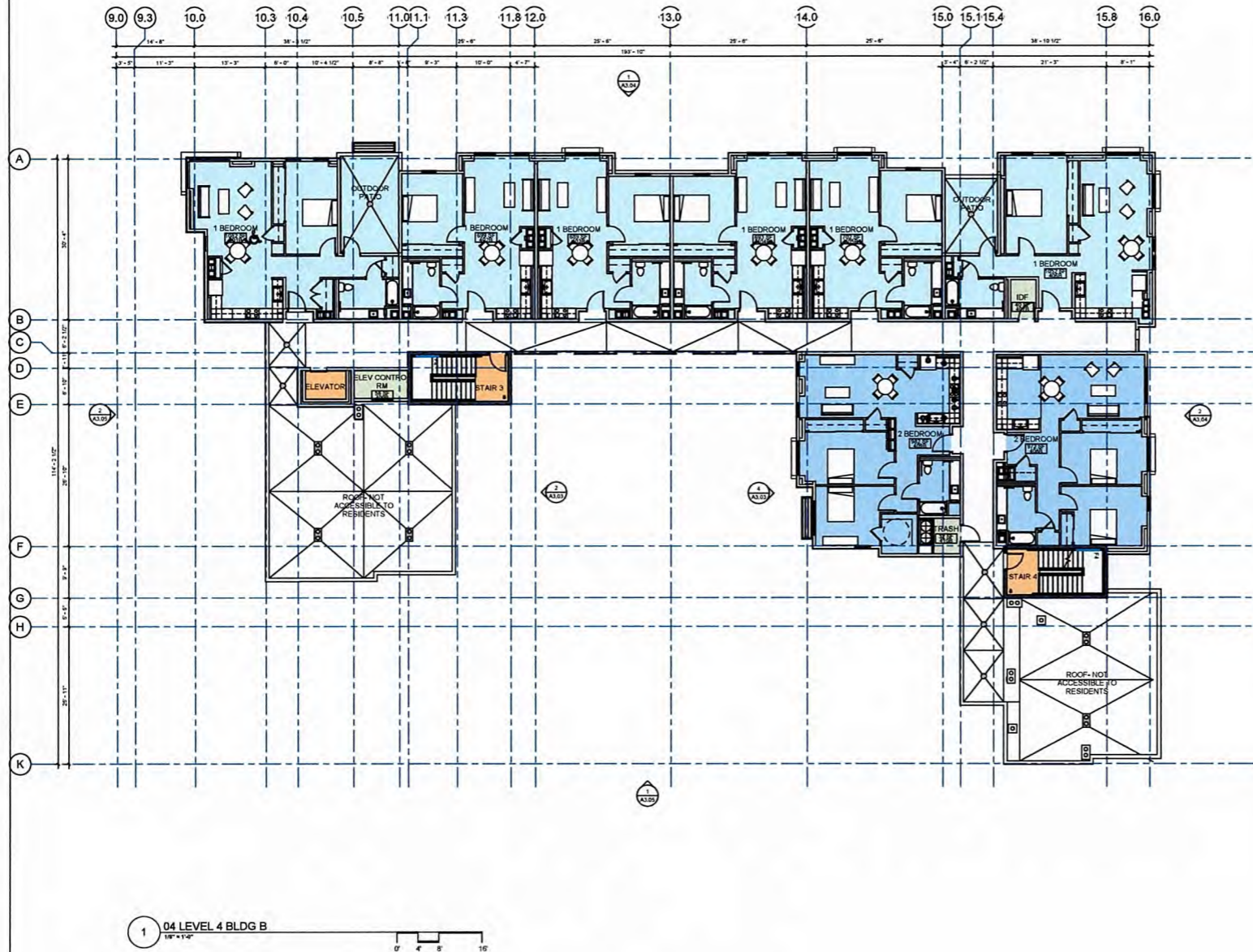
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57



1 04 LEVEL 4 BLDG B
1/8" = 1'-0"

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LEGACY APARTMENTS

10130 ADELLA AVE.
SOUTH GATE, CA 90290

PROJECT NO. 19886

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ISSUE DATE DESCRIPTION
08/25/2020 CITY COUNCIL REVIEW

REVISION DATE DESCRIPTION

DRAWING TITLE

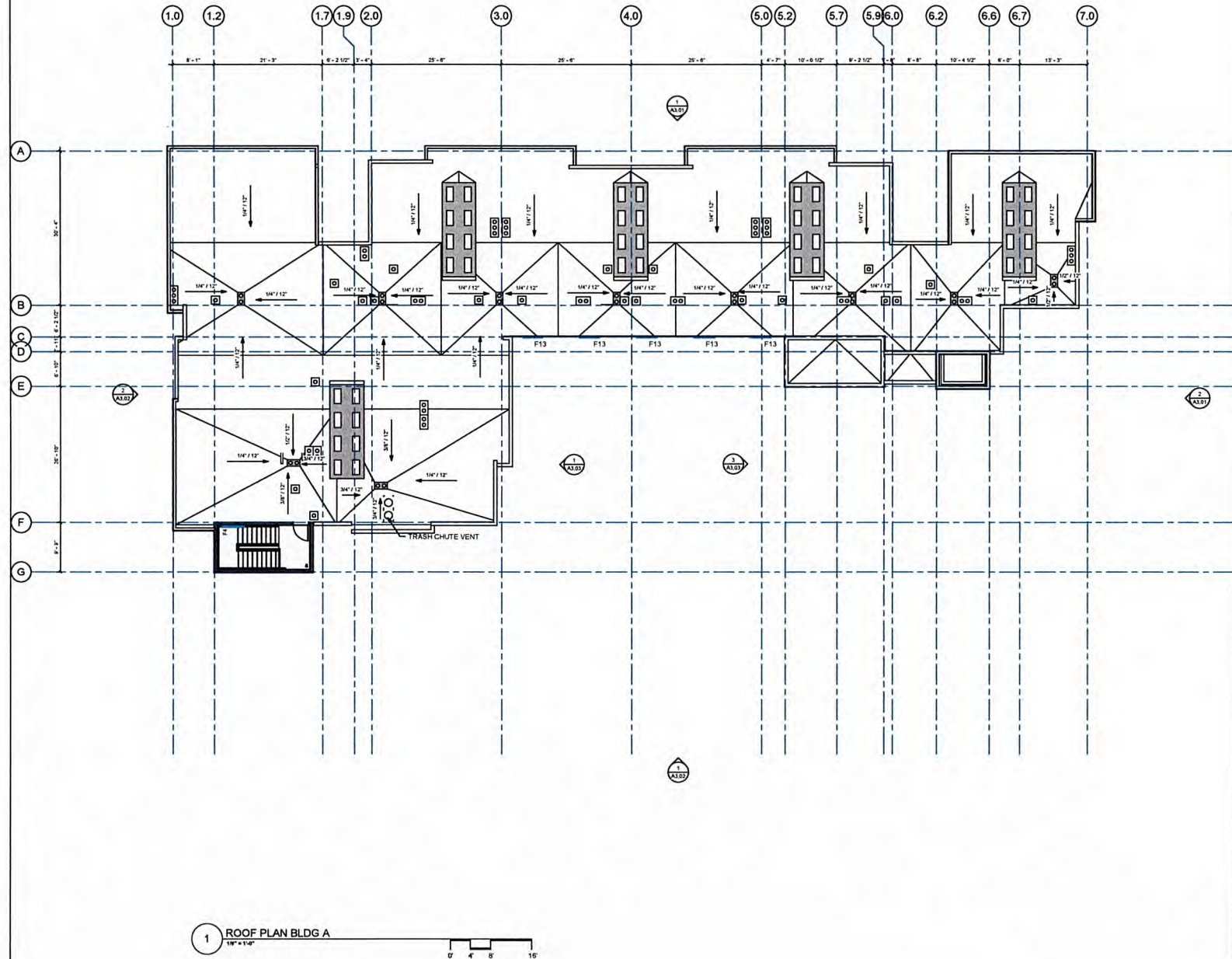
FOURTH FLOOR
PLAN BLDG B

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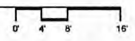
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PASADENA, CALIFORNIA 91105



1 ROOF PLAN BLDG A
1/8" = 1'-0"



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LEGACY APARTMENTS

10130 ADELLA AVE.
SOUTH GATE, CA 90230

PROJECT NO. 19895

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ISSUE DATE	DESCRIPTION
08/20/2020	CITY COUNCIL REVIEW

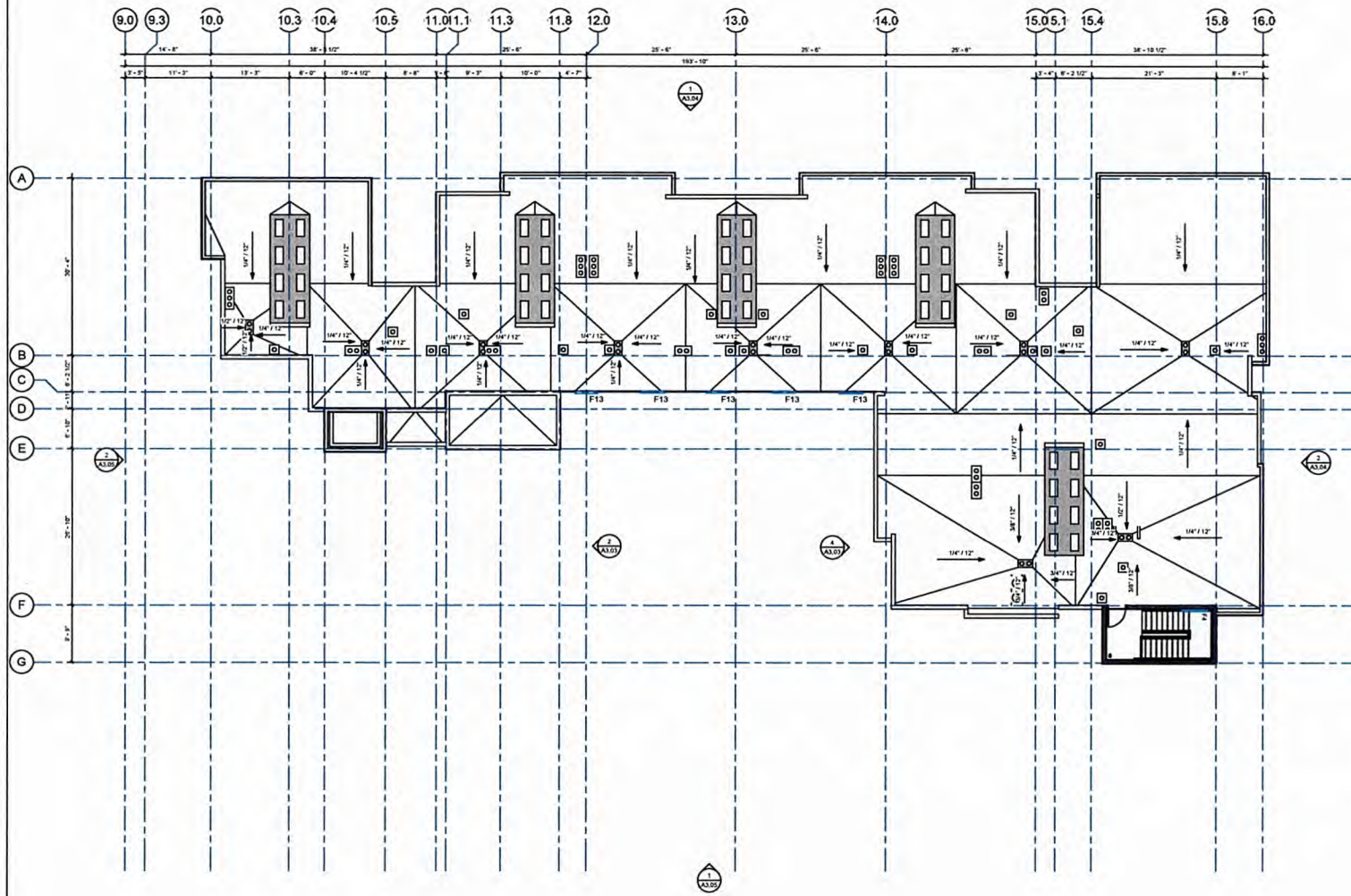
REVISION DATE	DESCRIPTION

DRAWING TITLE

ROOF PLAN BLDG A

A2.51A

PLOT DATE: 7/26/2022 2:21:38 PM



1 ROOF PLAN BLDG B
1/8" = 1'-0"

If this sheet is smaller than 30" high by 42" wide then it has been reduced.



GONZALEZ GOODALE
ARCHITECTS
T: 626.568.1428 F: 626.568.8026
135 WEST GREEN ST SUITE 200
PASADENA, CALIFORNIA 91105

169

LEGACY APARTMENTS

15135 ADELA AVE.
SOUTH GATE, CA 90220

PROJECT NO. 1986

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ISSUE DATE	DESCRIPTION
02/25/2025	CITY COUNCIL REVIEW

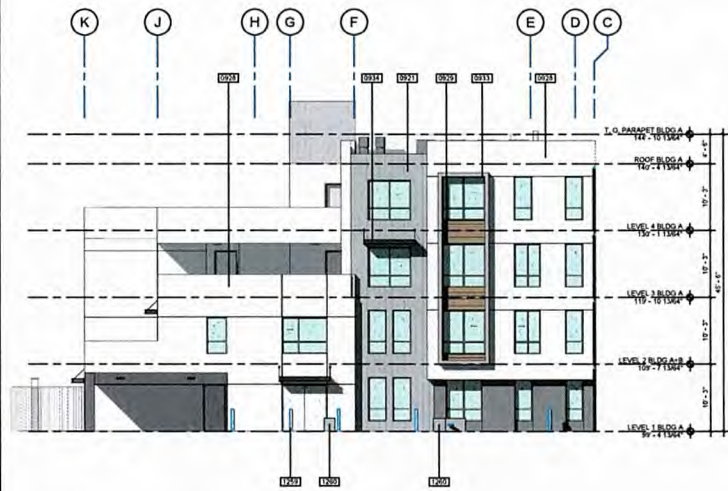
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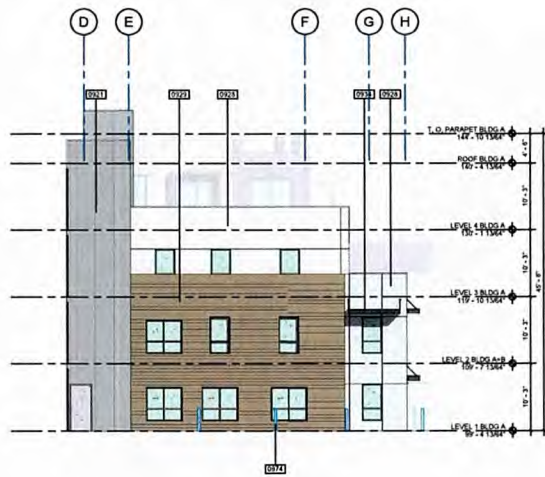
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A2.51B

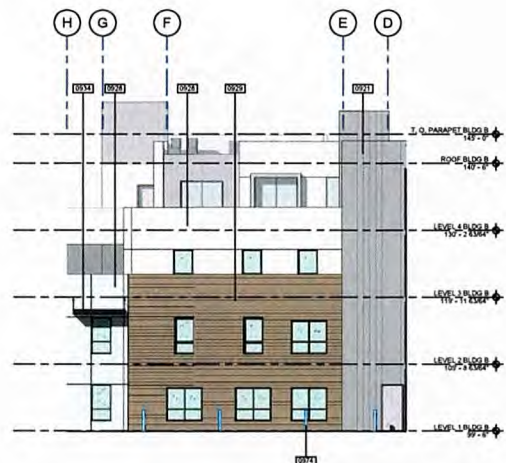
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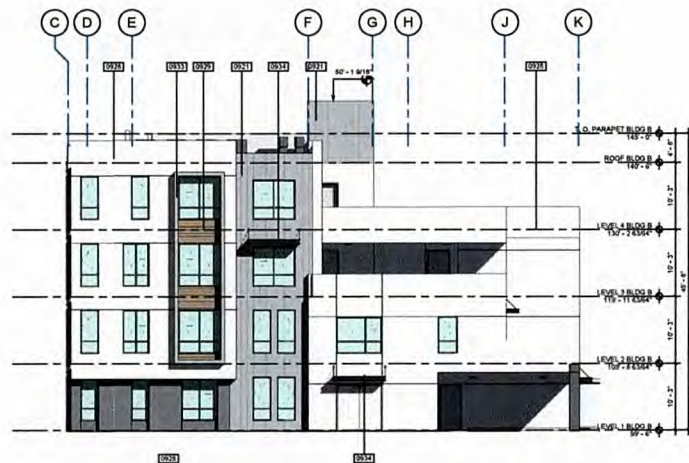
1 COURTYARD WEST - BLDG A
1/8" = 1'-0"



3 COURTYARD EAST - BLDG A
1/8" = 1'-0"

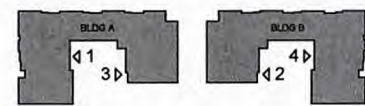


2 COURTYARD WEST - BLDG B
1/8" = 1'-0"



4 COURTYARD EAST - BLDG B
1/8" = 1'-0"

SITE LEGEND



- KEYNOTE LEGEND
- 0921 METAL STANDING SEAM SIDING
 - 0928 EXTERIOR 20/30 PLASTER
 - 0929 NICHHA OR APPROVED EQUIVALENT RAINSCREEN SIDING
 - 0933 METAL PANEL
 - 0934 METAL AWNING
 - 0974 BOLLARD LIGHT
 - 1259 BOLLARD LIGHT
 - 1260 FIXED SEATING



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LEGACY APARTMENTS

11100 ADELIA AVE.
SOUTH GATE, CA 90280

PROJECT NO. 1986

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ISSUE DATE	DESCRIPTION
05/25/2019	CITY COUNCIL REVIEW

REVISION DATE	DESCRIPTION

DRAWING TITLE
**EXTERIOR
ELEVATIONS BLDG A
& BLDG B**

A3.03

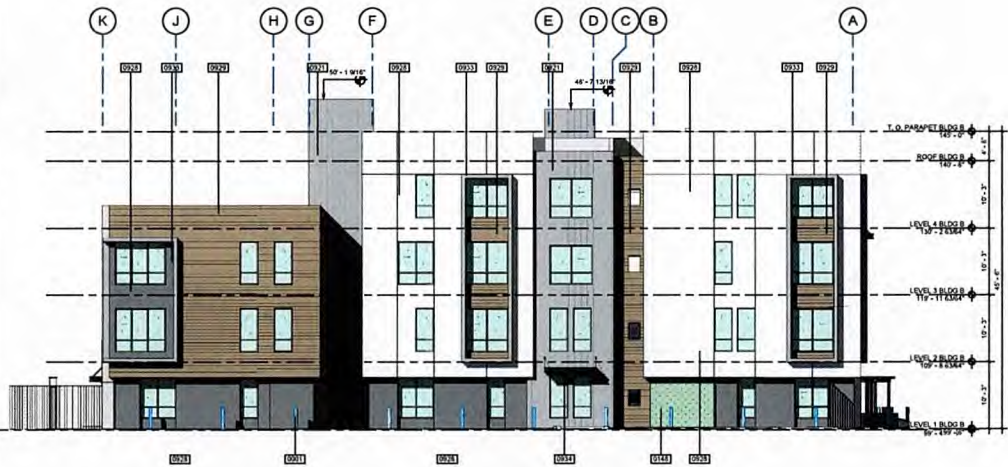
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102



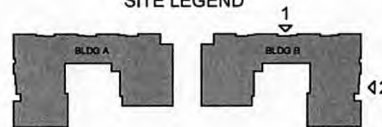
1 NORTH ELEVATION - BLDG B
1/8" = 1'-0"



2 EAST ELEVATION - BLDG B
1/8" = 1'-0"



SITE LEGEND



- KEYNOTE LEGEND
- 0001 DIVISION 00 - CONTRACTING REQUIREMENTS [use these for general notes / instructions to the Contractor]
 - 0148 EXTERIOR GREEN WALL
 - 0906 PLASTER FINISH LOW WALL
 - 0908 METAL TRELLIS
 - 0921 METAL STANDING SEAM SIDING
 - 0926 EXTERIOR 2000 PLASTER
 - 0929 NICHHA OR APPROVED EQUIVALENT RAINSCREEN SIDING
 - 0933 METAL PANEL
 - 0934 METAL AWNING
 - 1260 FIXED SEATING



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LEGACY APARTMENTS

10130 ADELLA AVE.
SOUTH GATE, CA 90220

PROJECT NO. 1986

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ISSUE DATE DESCRIPTION
08/15/2020 CITY COUNCIL REVIEW

REVISION DATE DESCRIPTION

DRAWING TITLE

EXTERIOR
ELEVATIONS - BLDG
B

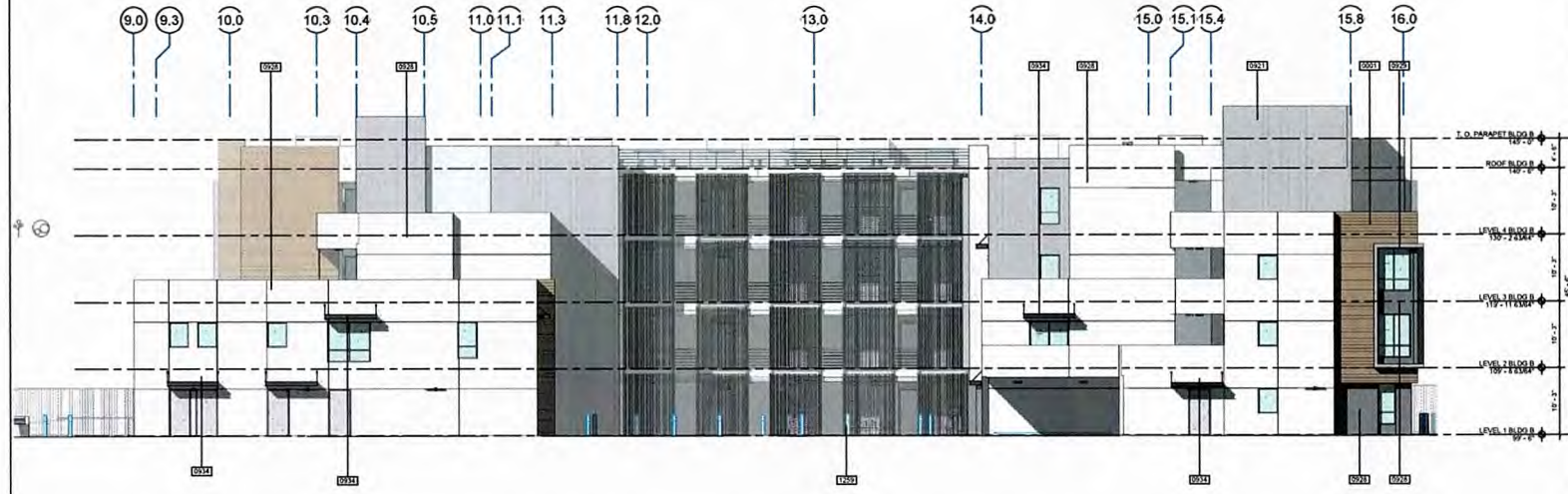
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PLOT DATE: 7/28/2020 2:25:55 PM

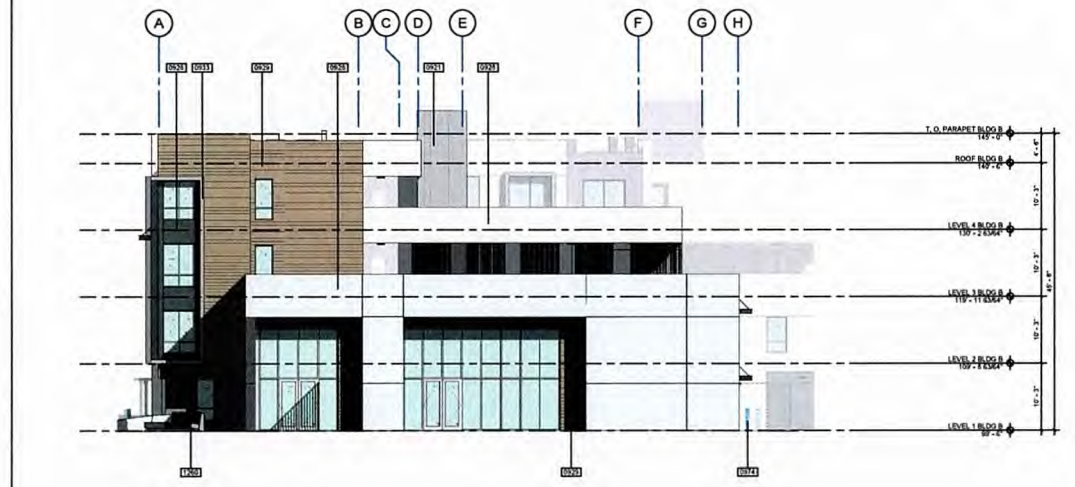
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603

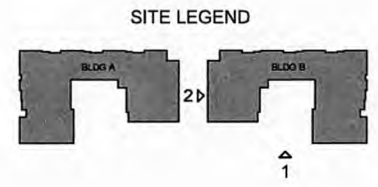
64



1 SOUTH ELEVATION - BLDG B
1/8" = 1'-0"



2 WEST ELEVATION - BLDG B
1/8" = 1'-0"



- KEYNOTE LEGEND**
- 0001 DIVISION 00 - CONTRACTING REQUIREMENTS (use these for general notes / instructions to the Contractor)
 - 0921 METAL STANDING SEAM SIDING
 - 0928 EXTERIOR 20/30 PLASTER
 - 0929 NICHA OR APPROVED EQUIVALENT RAINSCREEN SIDING
 - 0933 METAL PANEL
 - 0934 METAL AVENING
 - 1259 BOLLARD LIGHT
 - 1260 FIXED SEATING

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 PASADENA, CALIFORNIA 91105

LEGACY APARTMENTS

10130 ADELLA AVE.
SOUTH GATE, CA 90220

PROJECT NO. 19846

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ISSUE DATE	DESCRIPTION
02/25/2020	CITY COUNCIL REVIEW

REVISION DATE	DESCRIPTION

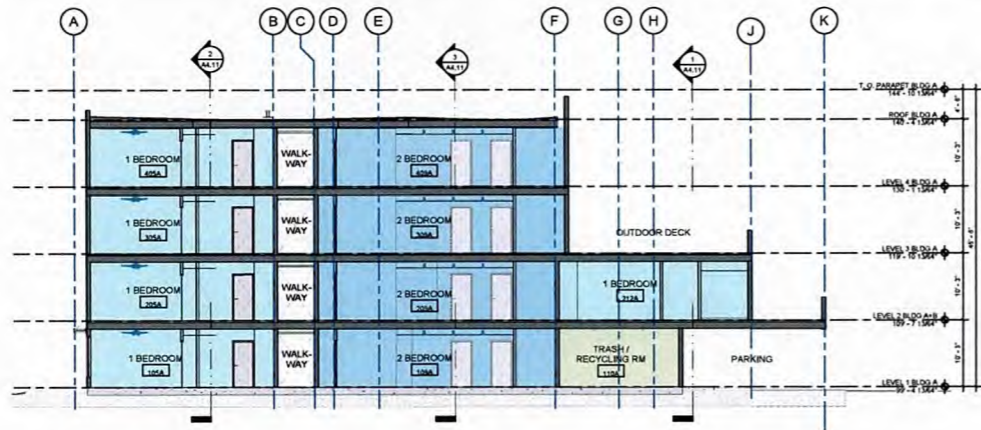
DRAWING TITLE

EXTERIOR ELEVATIONS BLDG B

A3.05

PLOT DATE: 7/29/2020 2:28:54 PM

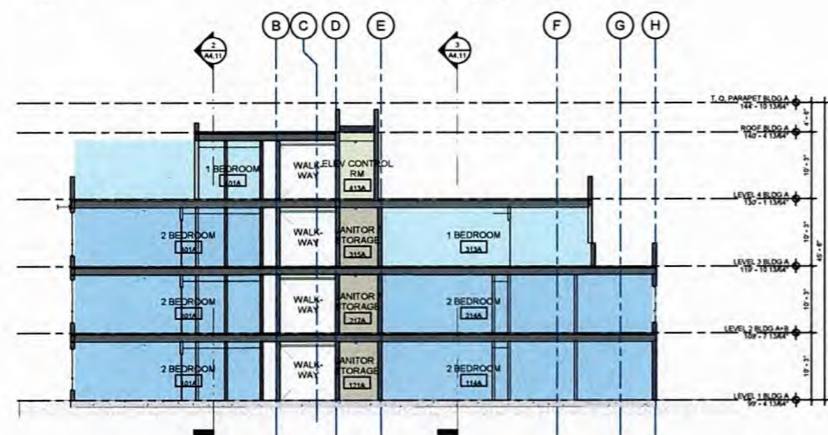
If this sheet is smaller than 30" high by 42" wide then it has been reduced.



1 BLDG A SECTION 1
1/8" = 1'-0"

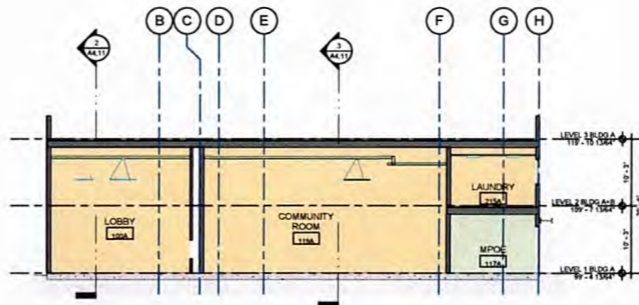


2 BLDG A SECTION 2
1/8" = 1'-0"



3 BLDG A SECTION 3
1/8" = 1'-0"

If this sheet is smaller than 30" high by 42" wide then it has been reduced.



4 BLDG A SECTION 4
1/8" = 1'-0"

KEYNOTE LEGEND



LEGACY APARTMENTS

10130 ADELIA AVE.
SOUTH GATE, CA 90280

PROJECT NO. 19896

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ISSUE DATE DESCRIPTION
REVISED CITY COUNCIL REVIEW

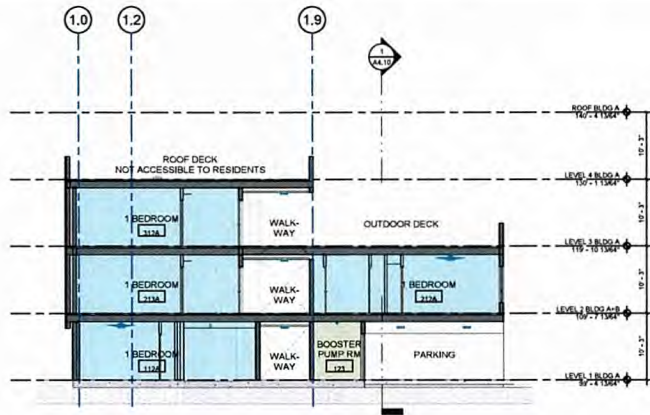
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DRAWING TITLE

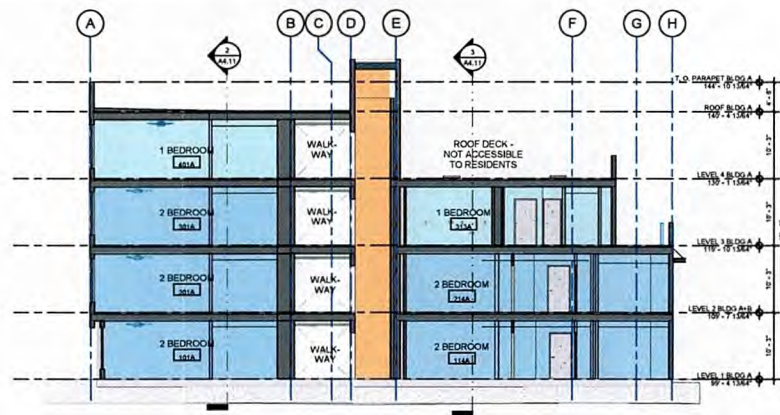
BUILDING SECTIONS
BLDG A

A4.10

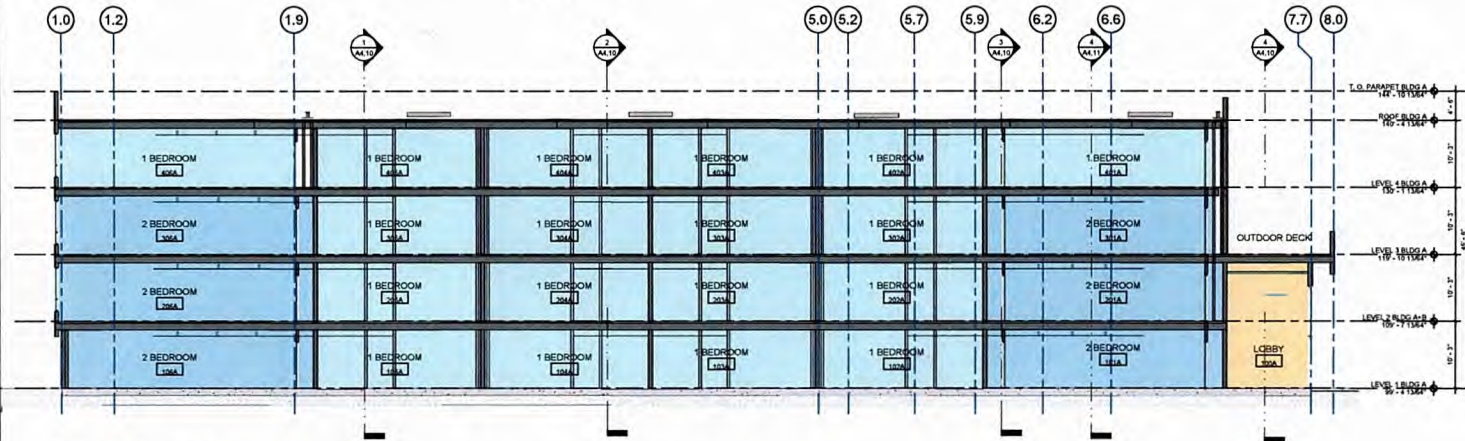
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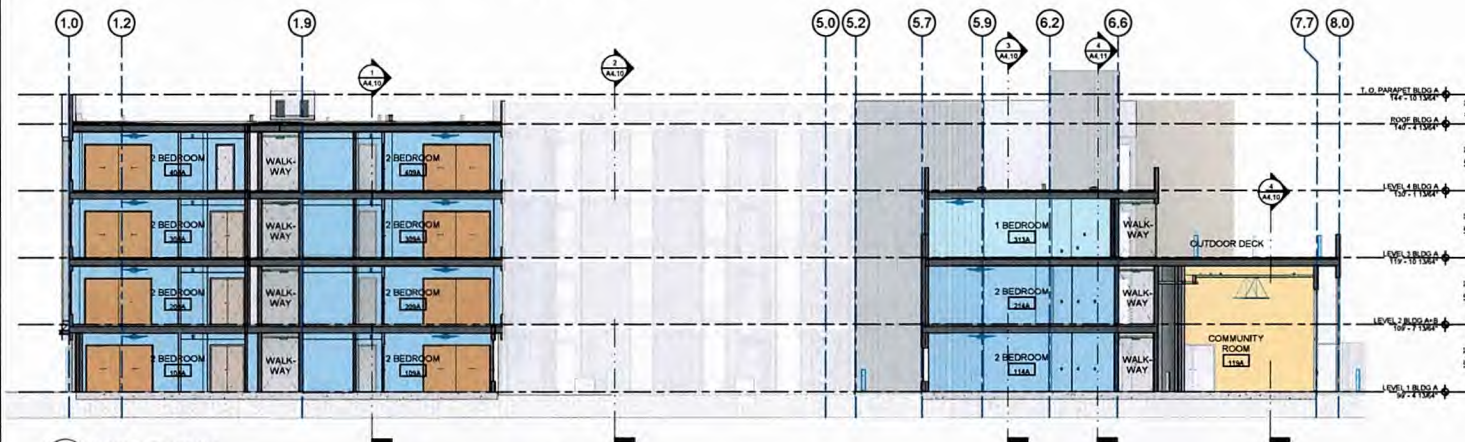
1 BLDG A SECTION 5
1/8" = 1'-0"



4 BLDG A SECTION 8
1/8" = 1'-0"



2 BLDG A SECTION 6
1/8" = 1'-0"



3 BLDG A SECTION 7
1/8" = 1'-0"

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KEYNOTE LEGEND



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135 WEST GREEN ST SUITE 2000
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LEGACY APARTMENTS

10130 ADELLA AVE.
SOUTH GATE, CA 90280

PROJECT NO. 19888

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ISSUE DATE DESCRIPTION
REVISED - CITY COUNCIL REVIEW

REVISION DATE DESCRIPTION

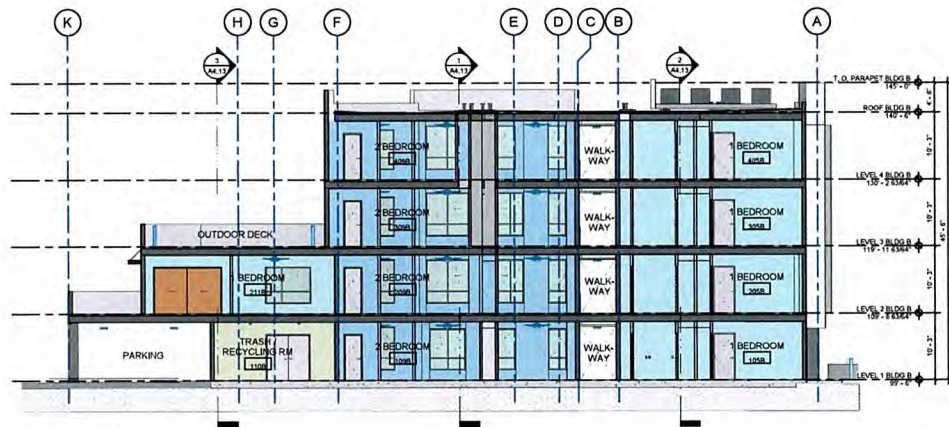
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BUILDING SECTIONS
BLDG A

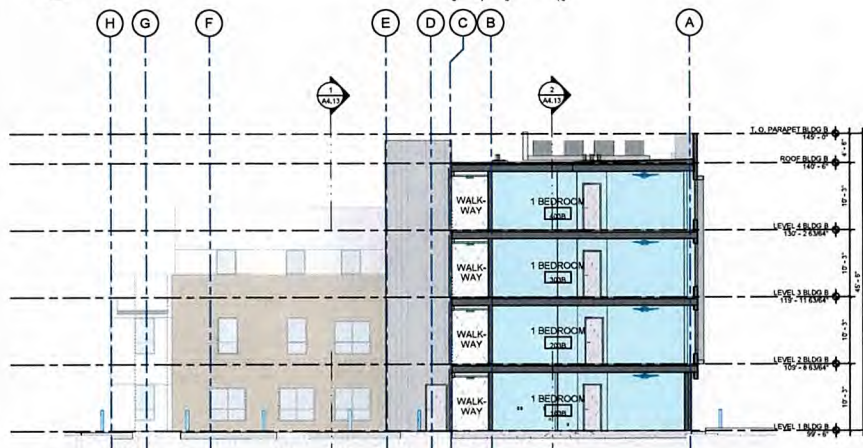
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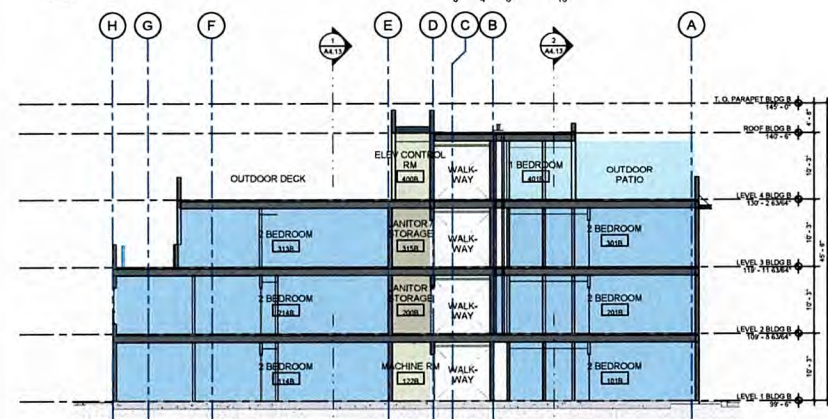
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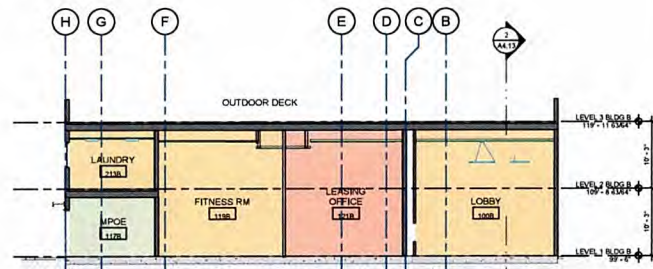
1 BLDG B SECTION 1
1/8" = 1'-0"



2 BLDG B SECTION 2
1/8" = 1'-0"



3 BLDG B SECTION 3
1/8" = 1'-0"



4 BLDG B SECTION 4
1/8" = 1'-0"

KEYNOTE LEGEND



GONZALEZ GOODALE
ARCHITECTS
P: 626-398-1438 F: 626-398-8036
135 WEST GREEN ST. SUITE 200
PASADENA, CALIFORNIA 91105

LEGACY APARTMENTS

10130 ADELLA AVE.
SOUTH GATE, CA 90280

PROJECT NO. 1988

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ISSUE DATE DESCRIPTION
10/2/2020 CITY COUNCIL REVIEW

REVISION DATE DESCRIPTION

DRAWING TITLE

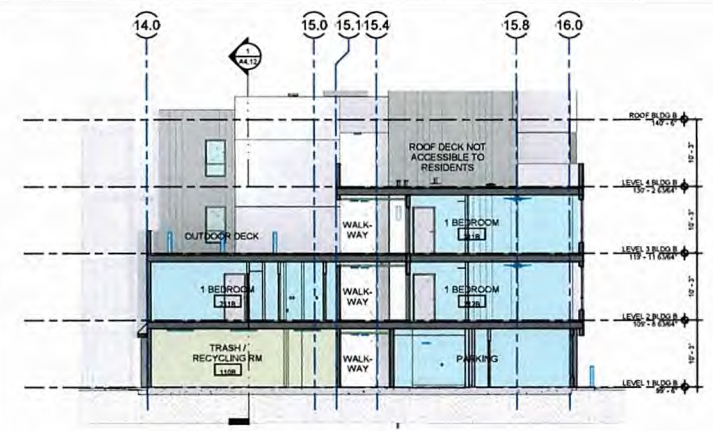
BUILDING SECTIONS
BLDG B

A4.12

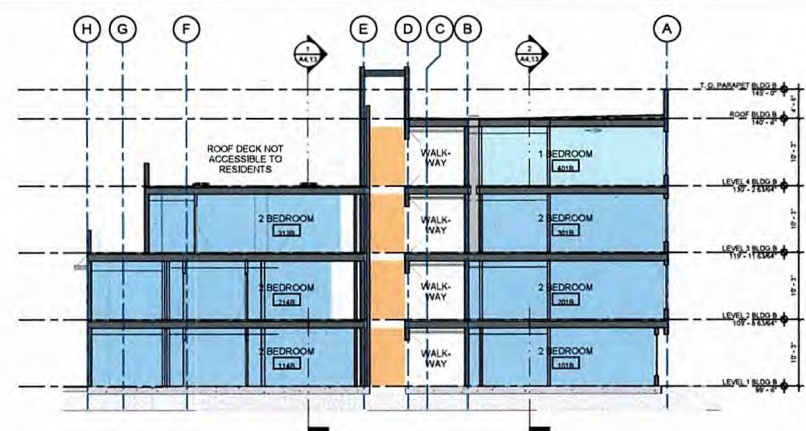
PLOT DATE: 7/29/2020 2:29:04 PM

If this sheet is smaller than 30" high by 42" wide then it has been reduced.

107

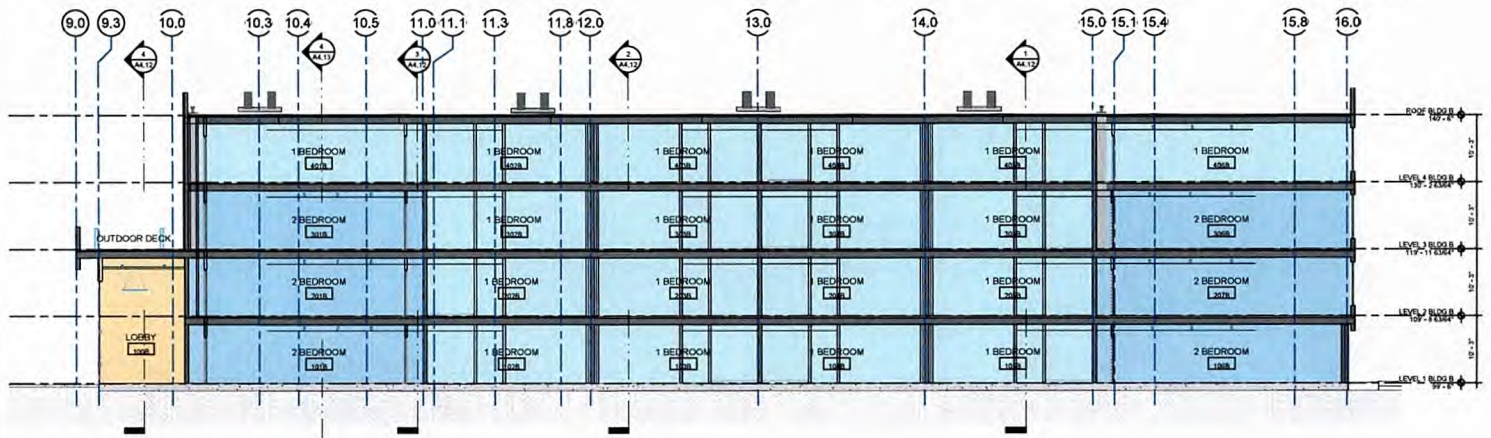


3 BLDG B SECTION 5
1/8" = 1'-0"

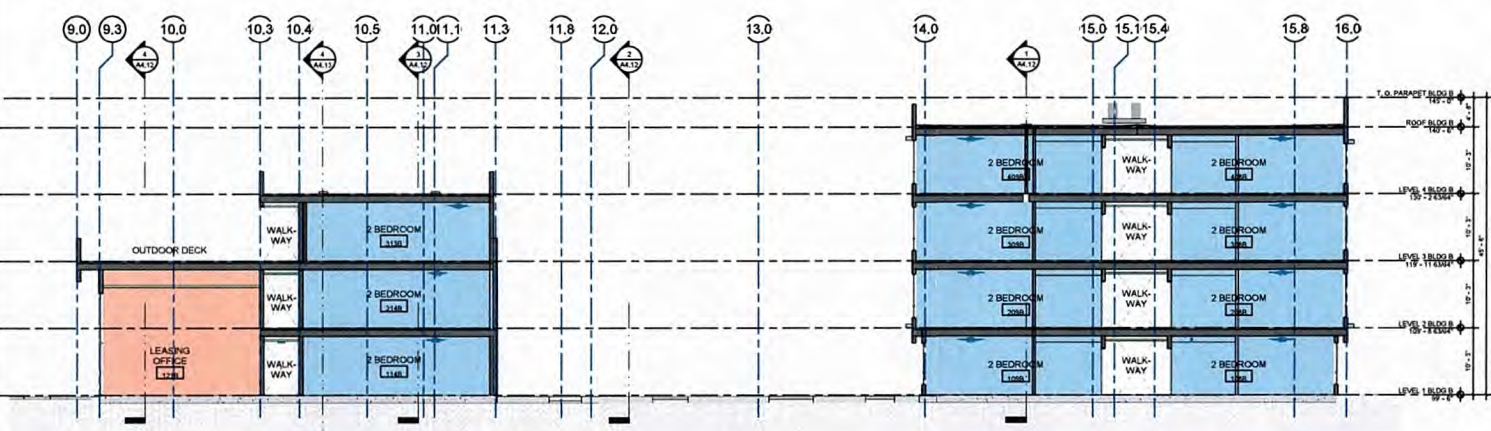


4 BLDG B SECTION 8
1/8" = 1'-0"

KEYNOTE LEGEND



2 BLDG B SECTION 7
1/8" = 1'-0"



1 BLDG B SECTION 6
1/8" = 1'-0"

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LEGACY APARTMENTS

10130 ADELLA AVE.
SOUTH GATE, CA 90280

PROJECT NO. 19888

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ISSUE DATE DESCRIPTION
REVISED - CITY COUNCIL REVIEW

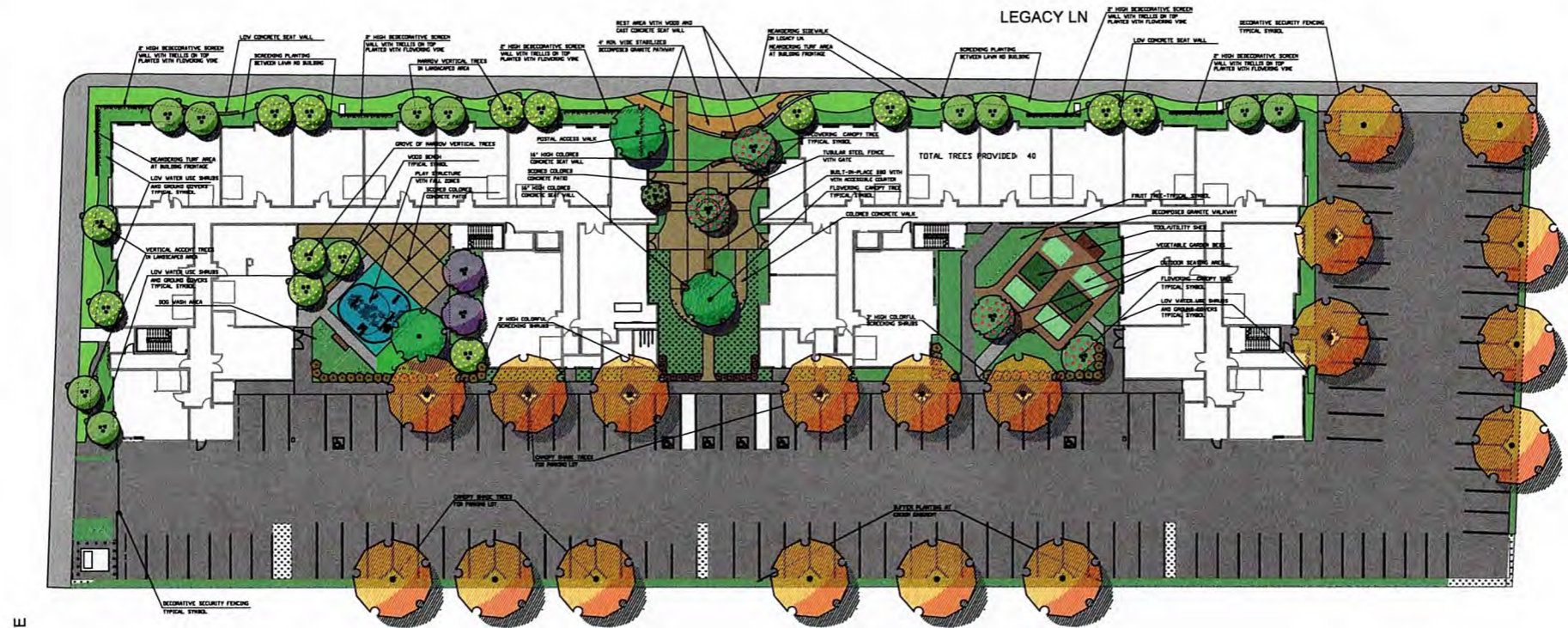
REVISION DATE DESCRIPTION

DRAWING TITLE

BUILDING SECTIONS
BLDG B

A4.13

PLOT DATE: 7/29/2020 2:29:31 PM



-LA AVE

L-1 CONCEPTUAL LANDSCAPE PLAN
1/10" = 1' = 0"

If this sheet is smaller than 30" high by 42" wide then it has been reduced.

LEGACY APARTMENTS PRELIMINARY PLANT LIST

BOTANICAL NAME	COMMON NAME	NATIVE/ NON-NATIVE	WATER USE	MATURE CONTAINER SIZE (H x W) (FT)
Medium Vertical Trees				
Arbutus Menziesii	Redwood	Native	Low	20 x 25 24" gal
Quercus laevis	White Oak	Native	Low	20 x 25 24" gal
Ulmus crinitus	Winged Elm	Native	Low	20 x 25 24" gal
Fruit Trees				
Malus domestica	Domestic Apple	Non-Native	Low	15 x 22 24" gal
Prunus avium	Sweet Cherry	Non-Native	Low	15 x 22 24" gal
Malus domestica	Domestic Apple	Non-Native	Low	15 x 22 24" gal
Medium Vertical Trees				
Quercus laevis	White Oak	Native	Low	20 x 25 24" gal
Ulmus crinitus	Winged Elm	Native	Low	20 x 25 24" gal
Fruit Trees				
Malus domestica	Domestic Apple	Non-Native	Low	15 x 22 24" gal
Prunus avium	Sweet Cherry	Non-Native	Low	15 x 22 24" gal
Malus domestica	Domestic Apple	Non-Native	Low	15 x 22 24" gal
Shrub Plantings				
Ulmus crinitus	Winged Elm	Native	Low	20 x 25 24" gal
Prunus avium	Sweet Cherry	Non-Native	Low	15 x 22 24" gal
Malus domestica	Domestic Apple	Non-Native	Low	15 x 22 24" gal
Low-Level Plantings				
Quercus laevis	White Oak	Native	Low	20 x 25 24" gal
Ulmus crinitus	Winged Elm	Native	Low	20 x 25 24" gal
Small Accent Shrubs & Perennials				
Quercus laevis	White Oak	Native	Low	20 x 25 24" gal
Ulmus crinitus	Winged Elm	Native	Low	20 x 25 24" gal
Grass and Groundcover				
Quercus laevis	White Oak	Native	Low	20 x 25 24" gal
Ulmus crinitus	Winged Elm	Native	Low	20 x 25 24" gal

78 UNITS TOTAL
45 1-BEDROOM UNITS
32 2-BEDROOM UNITS
TYPE VA, 4 STORY BUILDING
5% AFFORDABLE UNITS
114 PARKING SPACES
23 COMPACT SPACES



GONZALEZ GOUDALE
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PASADENA, CALIFORNIA 91105



PLANS PREPARED BY
ARMSTRONG AND WALKER
Landscape Architect
280 Mel Crovo on Road
Duarte, CA 91010
Phone: (626) 357-4599
Email: info@armstrongandwalker.com



LEGACY APARTMENTS

10136 ADELLA AVE.
SOUTH GATE, CA 90260

PROJECT NO. 18888

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ISSUE DATE DESCRIPTION
1/10/2012 - ISSUED AND DESIGN REVIEW

REVISION DATE DESCRIPTION



DRAWING TITLE

CONCEPTUAL LANDSCAPE PLAN

L-1

PLOT DATE: 7/17/2010 8:01:52 PM

ATTACHMENT H: Notice of Exemption

NOTICE OF CEQA EXEMPTION

TO: Los Angeles Registrar Recorder/County Clerk,
County of Los Angeles
Norwalk, California 90650

FROM: City of South Gate
Planning Division
8650 California Avenue
South Gate, California 90280

NAME: Legacy Apartments

ADDRESS: 10136 Adella Avenue, South Gate, California 90280

CITY/COUNTY: City of South Gate, Los Angeles County.

APPLICANT: Gonzales Goodale Architects. Attn: Laura Lehman. 135 W. Green Street, Suite 200,
Pasadena, California 91105

PROJECT: The project site consists of 2.02 acres (87,991 square feet) and is located near the southeast corner of Adella Avenue and Legacy Lane. The project would involve the construction and occupancy of 78 residential apartment units. Of this total number, 45 units will be one-bedroom units and 33 units will be two-bedroom units. Four units will be dedicated as affordable units for moderate income households. An Affordable Housing Agreement is required.

EXEMPTION: The project qualifies as exempt pursuant to Section 15132 (Infill Exemption).

STATUS:

- Ministerial (Section 21080 (b)(1); (Section No. _____));
- Declared Emergency (Section 21080 (b)(3); (Section No. _____));
- Emergency Project (Section 21080 (b)(4); (Section No. _____));
- Statutory Exemption (Section No. _____);
- Categorical Exemption (Section No. 15332, Infill Exemption [Class 32]);
- The activity is not subject to CEQA (Section No. _____);
- Other

CITY CONTACT Ms. Candida Neal, Planning Consultant
City of South Gate
8650 California Avenue
South Gate, California 90280

Name: Marc Blodgett

Date: July 16, 2020

1. INTRODUCTION

The applicant, Newport Property Ventures, Inc. in proposed to construct a four-story, 78-unit residential building in the City of South Gate. The address of the proposed project includes 10136 Adella Avenue in the City of South Gate. For this project, the City of South Gate has reviewed the proposed project and has determined that it is categorically exempt and qualifies for a Class 32 Infill Exemption.¹ While this Categorical Exemption (CE) has been prepared with the assistance of an environmental consultant, the findings of the analysis represent the independent judgment of the City of South Gate, in its capacity as Lead Agency for the project. Questions and/or comments should be submitted to the following contact person:

Ms. Candida Neal, Planning Consultant
City of South Gate
8650 California Avenue
South Gate, California 90280
cneal@sogate.org

This environmental document and all comments received shall be a part of the environmental record and review of the project. The following annotated outline summarizes the format and content of this CE:

- *Section 1 - Introduction*, provides the procedural context surrounding this Categorical Exemption's preparation and insight into its composition.
- *Section 2 - Project Information*, provides an overview of the affected area along with a description of the proposed project.
- *Section 3 - CEQA Findings in Support of Categorical Exemptions*, identifies the applicable exemptions along with supporting justification for using this exemption.

An Appendix (Appendix A) provides the technical analysis that supports the findings that the proposed project will not lead to any environmental impacts. Pursuant to the CEQA Guidelines, a CE may be filed if the City of South Gate, in its capacity as the Lead Agency, determines that a proposed action or project is exempt from CEQA. According to the CEQA Guidelines, a CE must contain the following information:

- A brief description of the project;
- The location of the project (either by street address and cross street for a project in an urbanized area or by attaching a specific map);
- A finding that the project is exempt from CEQA, including a citation to the State Guidelines section or statute under which it is found to be exempt;
- A brief statement of reasons to support the finding; and,
- The applicant's name.²

¹ CEQA Guidelines California Code of Regulations, Title 14, Division 6, Chapter 3, Article 19. Categorical Exemptions. (Section 15332).

² Ibid., (Section 15300).

This CE provides a description of the proposed project, indicates the applicable sections of CEQA that support the findings for the CEQA exemption, and discusses the Lead Agency's findings that are applicable to the proposed project. This CE represents the independent judgment and position of the City of South Gate, acting as the Lead Agency. The Applicant for the proposed project is Newport Property Ventures, Inc, 3585 Cadillac Avenue, Costa Mesa, California, 92626. An environmental assessment is provided in Appendix A that includes an environmental analysis of key issue areas to support the conclusion that the proposed project will not result in any significant environmental impacts associated with the proposed project's implementation.

The preparers of this document, Blodgett Baylosis Environmental Planning (BBEP), determined that a Notice of Exemption is appropriate based on the findings contained herein. The analysis further determined that the project is categorically exempt and qualifies for a Class 32 Infill Development Project (CEQA Guidelines §15332). The Class 32 exemption consists of projects characterized as infill developments that meet the following conditions:³

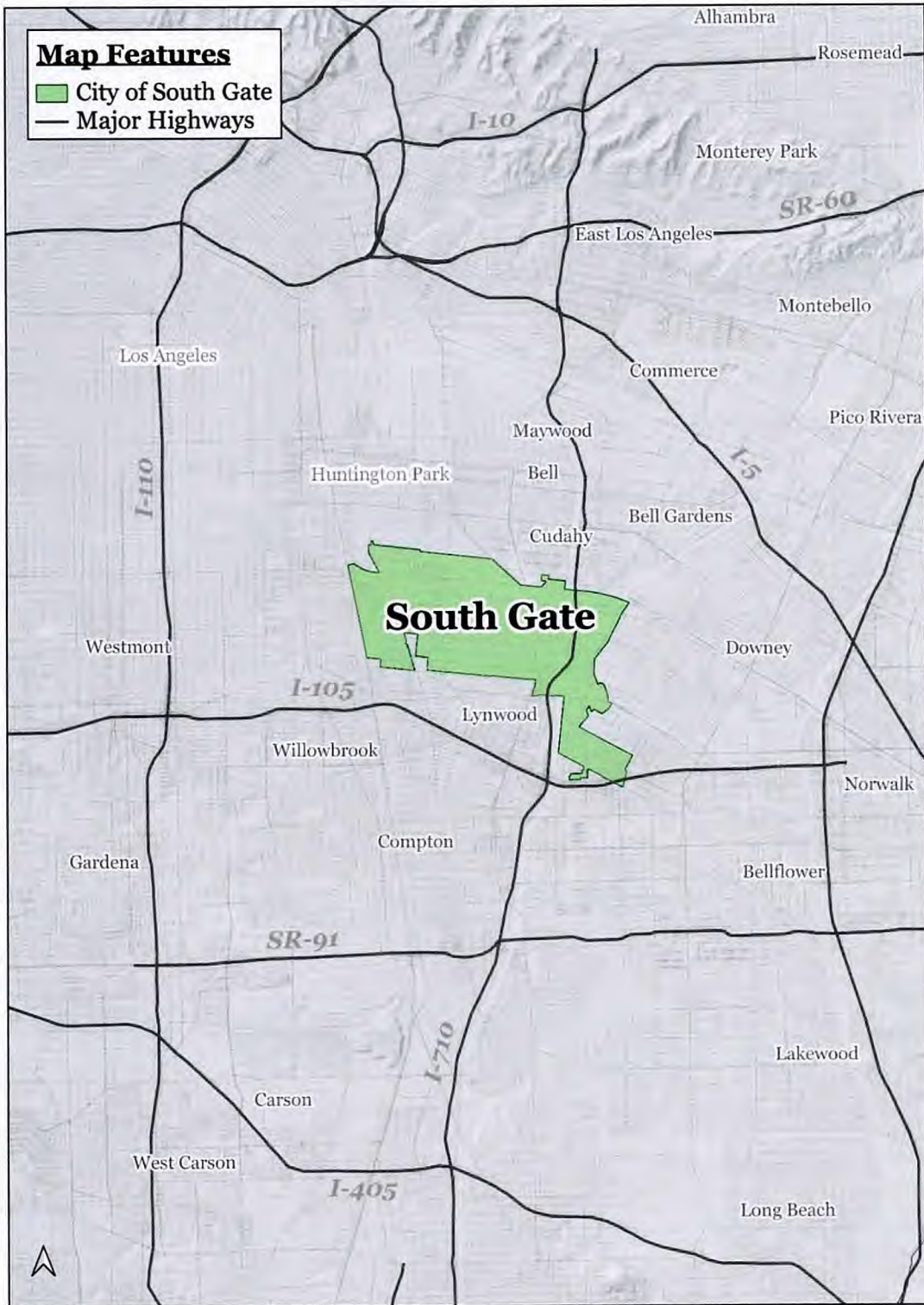
- The project is consistent with the applicable General Plan designation and all applicable General Plan policies as well as with applicable zoning designation and regulations;
- The proposed undertaking will occur within the City limits on a project site of not more than five acres that is substantially surrounded by urban uses;
- The project site has no value as habitat for endangered, rare, or threatened species;
- The approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and,
- The site can be adequately served by all required utilities and public services.

2. PROJECT LOCATION

The proposed project site is located in the City of South Gate, an incorporated community that is part of the Gateway Cities region in southeastern Los Angeles County. South Gate is located approximately 7 miles southeast of Downtown Los Angeles, 14.3 miles north of the Ports of Los Angeles and Long Beach, and 13.3 miles east of the Los Angeles International Airport. The City of South Gate is bounded by Huntington Park, Cudahy and Bell Gardens to the north, Downey to the east, Lynwood and Paramount to the south, and Compton to the west. Regional access to the City of South Gate is provided by two major highways: the Long Beach Freeway (Interstate 710), which extends in a north to south orientation through the City of South Gate less than a mile east of the project site, and Century Freeway (Interstate 105) extending in an east to west orientation approximately one mile south of the City's southern boundary. The location of South Gate, in a regional context, is shown in Exhibit 1. A citywide map is provided in Exhibit 2.

The address of the proposed project includes 10136 Adella Avenue in the City of South Gate. The proposed project site is located in the southeastern portion of the City. The applicable Assessor's Parcel Number is 6221-026-020. Vehicular access to the project would be provided by a driveway connection with Legacy Lane and a driveway connection with Adella Avenue. The location of South Gate, in a regional context, is shown in Exhibit 1. A citywide map is provided in Exhibit 2. The address of the proposed project includes 10136 Adella Avenue. A local map is provided in Exhibit 3.

³ CEQA Guidelines California Code of Regulations, Title 14, Division 6, Chapter 3, Article 19. Section 153332.



**EXHIBIT 1
REGIONAL MAP**

SOURCE: BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING



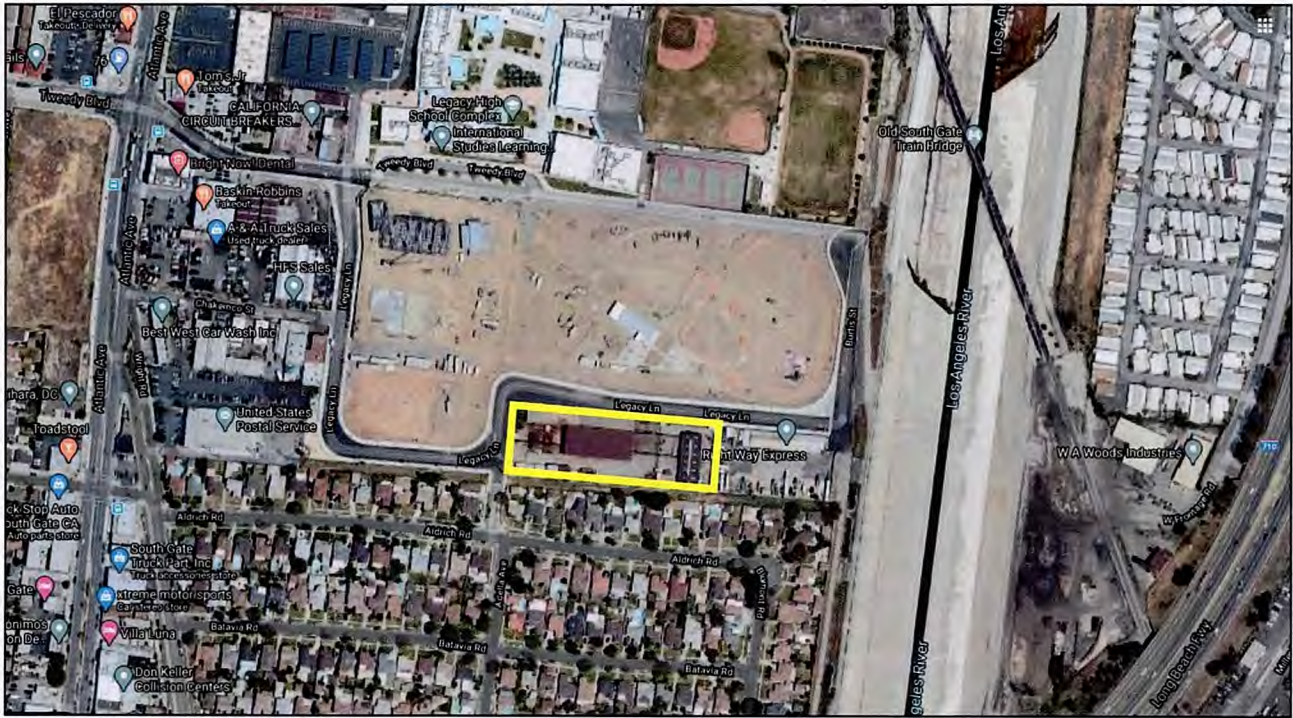
**EXHIBIT 2
CITYWIDE MAP**

SOURCE: BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING



**EXHIBIT 3
VICINITY MAP**

SOURCE: BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING



Note: Buildings shown within the parcel boundary have been removed, and the proposed project site is currently vacant.

EXHIBIT 4
AERIAL MAP
SOURCE: GOOGLE MAPS

3. ENVIRONMENTAL SETTING

The project site is located on a vacant property that was formerly occupied by a steel fabrication facility that has since been demolished. The proposed project site's applicable Zoning and General Plan land use designation of *Industrial Flex (IF)*. An aerial photograph of the project site is provided in Exhibit 4. The surrounding land uses include the following:

- *North of the Site:* Legacy Lane extends along the north side of the project site. Further north, on the north side of Legacy Lane, is a large vacant property that is part of the International Studies Learning Center Middle School (ISLCMS). This area is being used by the nearby school as athletic fields.⁴
- *South of the Site:* A Southern California Edison transmission corridor abuts the project's south property line. Eleven residential lots about the SCE corridor. The existing homes have frontage on Aldrich Road.⁵
- *West of the Site:* Adella Avenue intersects with Legacy Lane at the northwest corner of the site and extends along the project site's west side. A portion of the ISLCMS property is located on the west side of this segment of Adella Avenue.⁶ K-rails extend from the southeast corner of the site across Adella Avenue blocking vehicular traffic from the residential neighborhood to the south.
- *East of the Site:* Smaller and older industrial uses are located to the west of the proposed project site. The current occupant is Right Way Express, Inc. (10111 Burtis Street). The Los Angeles River is located further west. The river channel is not visible from the project site due to a berm that extends along the channel.⁷

4. PROJECT DESCRIPTION

The project site consists of 2.02 acres (87,991 square feet) and would involve the construction and occupancy of 78 residential apartment units. The key elements of the proposed project are described below.

- *Site Plan.* As indicated previously, the proposed project site has a total land area of 87,991 square feet or 2.02 acres. The 78 rental units will be located in two, four level buildings that will extend along the south side of Legacy Lane. The two new buildings will be referred to as *Building A* and *Building B*. Surface parking will be provided along the buildings' south and east sides with access to the parking area provided by a driveway connection with Legacy Lane in the northeast corner of the site and Adella Avenue in the southwest corner.⁸
- *Building A.* This building will be located in the northwest corner of the site. This building will contain a total of 39 apartment units. Of this total, 23 units would be one-bedroom units and 16 units would be two-bedroom units. Building A will also include a community room, laundry room on the first floor, two rooftop community patios on the third floor and another two rooftop community patios on the fourth floor.⁹

⁴ Google Maps. Website accessed on May 20, 2020.

⁵ Ibid.

⁶ Ibid.

⁷ Ibid.

⁸ Gonzales Goodale Architects. *Planning Design Submittal, General Project Information. GO-1.* July 29, 2020.

⁹ Ibid.

- *Building B.* This building will be located near the northeast corner of the site, east of Building A. This building will contain a total of 39 apartment units. Of this total, 22 units would be one-bedroom units and 17 units would be two-bedroom units. Building B will also include a leasing office, fitness room, laundry room, on the first floor, two rooftop community patios on the third floor and another two rooftop community patios on the fourth floor.¹⁰
- *Apartment Units.* As indicated previously, the proposed project will contain 78 apartment units within Building A and Building B. Of this total, 45 units would be one-bedroom units and 33 units would be two-bedroom units. Each individual rental unit will include a living room, kitchen/dining area, and a bathroom. Five percent of the units (4 units) will be reserved for very low-income households.¹¹
- *Development Characteristics.* The 78 units will be included in the two, four level structures. The proposed project's floor area ratio (FAR) will be 1.86 (the base maximum permitted FAR is 2.0).¹² As indicated previously, the proposed project site has a total land area of 87,991 square feet or 2.02 acres. The proposed project's total floor area will be 195,982 square feet. The proposed project's development density will be 40 units per acre. The maximum building height of the two buildings will be 47 feet (the maximum permitted height is 50 feet).¹³
- *Circulation & Access.* Vehicular access to the proposed project site would be provided by two driveways. The first driveway connection is located on the east side of Adella Avenue. The second driveway is located in the northeast corner of the proposed project site and would connect with the south side of Legacy Lane. Both driveways and the drive aisle that extends along the site's east and south sides are 26-feet wide.¹⁴
- *Parking.* Vehicular parking spaces will be provided along the east and south sides of the project site. The proposed project will provide a total of 114 parking spaces. Of this total, 91 spaces would be standard spaces and 23 spaces would be compact spaces. The proposed project would also provide 5 ADA spaces along with 11 spaces for electric vehicle parking/charging. Finally, a total of 16 bicycle racks will be provided.¹⁵
- *Landscaping & Open Space.* Landscaping would be provided along the proposed project's street frontages with Adella Avenue and Legacy Lane and around the proposed new buildings. Landscaping will total 17,598 square feet of land area and would account for 20% of the total lot area. The project does not include any *private* open space, only *common* open space. The project Applicants will be required to obtain a waiver for the private open space requirement as part of their affordable housing agreement.¹⁶

The site plan for the proposed project is provided in Exhibit 4. The proposed building elevations are provided in Exhibit 5.

¹⁰ Gonzales Goodale Architects. *Planning Design Submittal, General Project Information. GO-1.* July 29, 2020.

¹¹ Ibid.

¹² The floor area ratio (FAR) is simply the ratio of a building's total floor area to the total site area on which the building is located. For example a 10,000 square foot building located on a 20,000 square foot lot has a FAR of 0.50.

¹³ Gonzales Goodale Architects. *Planning Design Submittal, General Project Information. GO-1.* July 29, 2020.

¹⁴ Ibid.

¹⁵ Ibid.

¹⁶ Ibid.



NORTH EAST PERSPECTIVE BUILDING A (BUILDING ENLARGED)



NORTH ELEVATION BUILDING A



WEST PERSPECTIVE BUILDING A



SOUTH PERSPECTIVE BUILDING A

EXHIBIT 5
BUILDING ELEVATIONS
SOURCE: GONZALES GOODALE ARCHITECTS

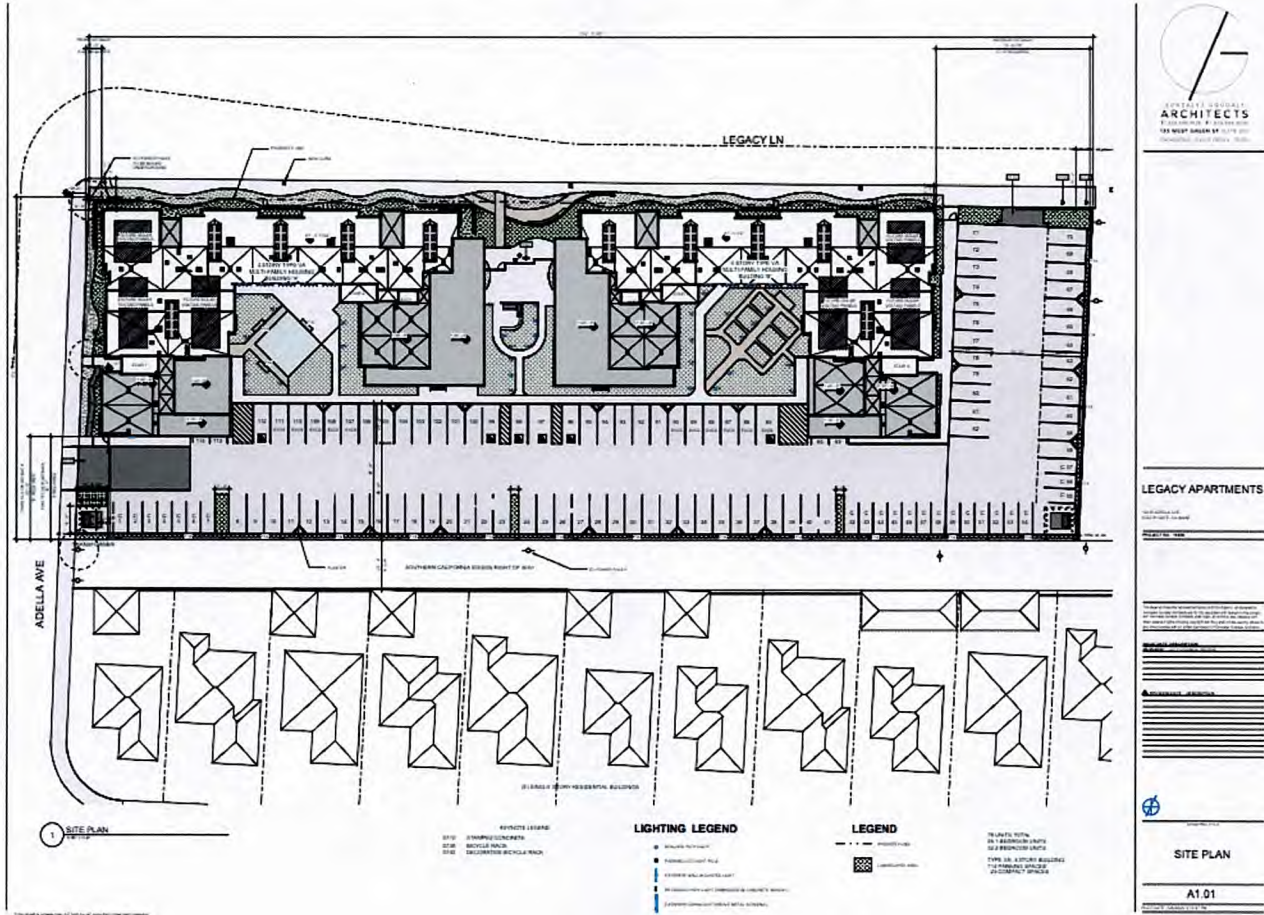


EXHIBIT 6
SITE PLAN
 SOURCE: GONZALES GOODALE ARCHITECTS

5. CEQA FINDINGS IN SUPPORT OF THIS CATEGORICAL EXEMPTION

The City of South Gate determined, following a preliminary evaluation of the proposed project, that the proposed project would not result in any significant effects on the environment. This finding is supported by the analysis provided in the remainder of this section and in the appendices. The City of South Gate makes the following findings in support of the Class 32 Infill Exemption (refer to CEQA Guidelines §15332):¹⁷

- *The project is consistent with the applicable General Plan designation and all applicable General Plan policies as well as with applicable zoning designation and regulations.*

The project site is located on a vacant property that was formerly occupied by a steel fabrication facility that has been demolished. The proposed project site's applicable Zoning and General Plan land use designation of *Industrial Flex (IF)*. The corresponding analysis is provided herein in Appendix A, Land Use and Planning.

- *The approval of the proposed project would not result in any significant effects relating to traffic, noise, air quality, or water quality.*

The proposed project consists of 78 rental units. The projected peak hour trips will be under the amount the Los Angeles County Congestion Management Program (CMP). The number of trips that will be created by the proposed project will be less than the number which would typically be created by a conventional manufacturing use. The proposed infill development will also translate into a reduction in the number of vehicle miles traveled (VMT). The proposed residential project will not generate excessive operational or roadway impacts that could affect sensitive receptors. The corresponding analysis is provided herein in Appendix A, Air Quality, Noise, and Transportation.

- *The site can be adequately served by all required utilities and public services.*

The City's utility providers are aware of the project and concluded that the project's demand for utility services such as waste, water, sewage, and electricity could be accommodated without the expansion or construction of new facilities other than those needed to serve the project site itself. The Los Angeles County Fire Department and the South Gate Police Department has reviewed the project application and provided development requirements that the Applicant must adhere to. The corresponding analysis is provided herein in Appendix A, Public Services and Utilities.

Furthermore, the City of South Gate makes the following additional findings in support of a CEQA exemption for the proposed project.

- *The proposed project will be limited to the project site and no dislocation of off-site structural improvements will be required to accommodate the proposed project.*

The project's implementation will be restricted to the project site and no off-site improvements other than those required to serve the project, will be required. The corresponding analysis is provided herein in Appendix A, Utilities.

¹⁷ CEQA Guidelines California Code of Regulations, Title 14, Division 6, Chapter 3, Article 19. Categorical Exemptions. (Section 153332).

- *The project site does not contain any sensitive environmental resources.*

The site was formerly developed and occupied as a metal fabrication facility that was demolished. The surrounding area is urbanized. No sensitive habitats (e.g., wetlands, vernal pools, critical habitats for sensitive species, etc.) were observed on-site during the field investigations. The site's utility as a habitat is further constrained by the on-site disturbance and the surrounding development. The corresponding analysis is provided herein in Appendix A, Biological Resources.

- *The project site is located within an urbanizing area of the City of South Gate. No scenic resources or scenic corridors will be affected by the proposed project.*

The project site was previously developed and the surrounding parcels are currently developed. The project site is primarily surrounded by urban uses. No natural or sensitive habitats are located within or adjacent to the property. As a result, the project will not result in any impacts to sensitive visual resources in the area. The corresponding analysis is provided herein in Appendix A, Aesthetics.

- *The project site is not located within an area, nor does it include a site, the Department of Toxic Substances Control (DTSC) and the Secretary for Environmental Protection has identified as being affected by hazardous wastes.*

The project site is not located on the California Department of Toxic Substances Control's Hazardous Waste and Substances Site List - Site Cleanup (Cortese List). The corresponding analysis is provided herein in Appendix A, Hazards and Hazardous Materials.

- *The proposed project will not result in any adverse impacts on historic resources.*

The proposed project site is currently undeveloped though it was formerly occupied by a steel fabrication plant that has been demolished. A review of the U.S. National Park Service's National Register of Historic Places and the State registrar indicated that there are no Federal- or State-recognized historic structures or sites located within the project site. The corresponding analysis is provided herein in Appendix A, Cultural Resources.

- *The proposed development will not require any review by a State trustee or responsible agency.*

No State trustee and responsible agencies are required as part of this project's environmental review.

Based on the analysis provided in this Notice of Exemption, the project meets and complies with the conditions and requirements of CEQA Guidelines Section 15332 (Class 32 Infill Exemption) and will not have any significant environmental impacts.

APPENDIX A
ENVIRONMENTAL ANALYSIS & CHECKLIST

AESTHETICS

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
a) Except as provided in Public Resources Code Section 21099, would the project have a substantial adverse effect on a scenic vista?				X
b) Except as provided in Public Resources Code Section 21099, would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?				X
c) Except as provided in Public Resources Code Section 21099, would the project, in non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publically accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?				X
d) Except as provided in Public Resources Code Section 21099, would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?				X

Discussion of Findings

- A.** The project would involve the construction and occupancy of 78 residential apartment units. Of this total number, 45 units will be one-bedroom units and 33 units will be two-bedroom units. The project site is located on a vacant property that was formerly occupied by a steel fabrication facility that has been demolished. The proposed project site's applicable Zoning and General Plan land use designation of *Industrial Flex (IF)*. Legacy Lane extends along the north side of the project site. Further north, on the north side of Legacy Lane, is a large vacant property that is part of the International Studies Learning Center Middle School (ISLCMS). This area is being used as athletic fields. Residential uses are located along the south side of the project site. These existing homes have frontage on Aldrich Road. A portion of the ISLCMS property is located on the west side of this segment of Legacy Lane. Finally, smaller and older industrial uses are located to the west of the proposed project site. The current occupant is Right Way Express, Inc. (10111 Burtis Street). The Los Angeles River is located further west. The river channel is not visible from the project site due to a berm that extends along the west side of the river channel. The views from the project site are dominated by urban development in the surrounding area. The new development will be an improvement over the industrial buildings that formerly occupied the project site. As a result, no impacts will occur.
- B.** According to the California Department of Transportation, none of the streets located adjacent to the proposed project site (Adella Avenue or Legacy Lane) are designated scenic highways and there are no state or county designated scenic highways in the vicinity of the project site. According to the California Department of Transportation (Caltrans), the nearby section of Interstate 710 is not a designated scenic highway and there are no State or County designated scenic highways adjacent to the project site. The project site is vacant and undeveloped, with no scenic resources including trees or rock outcroppings that would be affected by the proposed project. In addition, the site does not contain any

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buildings listed in the State or National registrar. Lastly, the project site does not contain any buildings listed in the State or National registrar. As a result, no impacts will occur.

- C. There are no protected views in the vicinity of the City and the City does not contain any scenic vistas. The proposed project site's applicable Zoning and General Plan land use designation of *Industrial Flex (IF)*. The proposed project is generally consistent with the site's Zoning and General Plan designation. In addition, the City does not have any zoning regulations or other regulations governing scenic quality. As a result, no impacts will occur.
- D. The nearest light sensitive receptors to the propose project site include the residential uses located south of the SCE transmission corridor. No light sensitive land uses are located in the area. Project-related sources of nighttime light would include street lights, security lighting, and vehicular headlights. The proposed project will not expose any sensitive receptors to daytime or nighttime light trespass since the project will be in conformance with the light regulations described in Title 7, Chapter 7.45 Light Emissions which prohibits the shining of light into nearby light sensitive uses. As a result, the impacts will be less than significant.

SOURCES

Blodgett Baylosis Environmental Planning. *Site Survey*. The survey was conducted on April 17, 2020.

California Department of Transportation. *California Scenic Highway Mapping System*. http://www.dot.ca.gov/hq/LandArch/scenic_highways/

AGRICULTURE & FORESTRY RESOURCES

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
a) Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b) Would the project conflict with existing zoning for agricultural use, or a Williamson Act Contract?				X
c) Would the project conflict with existing zoning for or cause rezoning of, forest land (as defined in Public Resources Code section §12220(g)), timberland (as defined by Public Resources Code section §4526), or timberland zoned Timberland Production (as defined by Government Code section §51104(g))?				X
d) Would the project result in the loss of forest land or the conversion of forest land to a non-forest use?				X
e) Would the project involve other changes in the existing environment which, due to their location or nature, could result in the conversion of farmland to non-agricultural use or the conversion of forest land to a non-forest use?				X

Discussion of Findings

- A.** The project would involve the construction and occupancy of 78 residential apartment units. The project site is located on a vacant property that was formerly occupied by a steel fabrication facility that has been demolished. The proposed project site's applicable Zoning and General Plan land use designation of *Industrial Flex (IF)*. According to the California Department of Conservation, the project site contains areas of Farmland of Statewide Importance. Even though the site is vacant (it was formerly occupied by an industrial use), no agricultural uses are located onsite or in the area. Since the implementation of the proposed project will not involve the conversion of prime farmland, unique farmland, or farmland of statewide importance to urban uses, no impacts would occur.
- B.** The project site is currently zoned as *Industrial Flex (IF)*. The property was formerly developed as an industrial use. There are currently no agricultural uses located within the site that would be affected by the project's implementation. According to the California Department of Conservation Division of Land Resource Protection, the project site is not subject to a Williamson Act Contract. As a result, no impacts on existing Williamson Act Contracts will result from the proposed project's implementation.
- C.** The project site is located in the midst of an urbanized area and no forest lands are located within the site. While the site is vacant, it was formerly occupied by a manufacturing use. Furthermore, the site's existing zoning designation does not contemplate forest land uses. As a result, no impacts will result.

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- D. No forest lands are located within the project site within adjacent properties. As a result, no loss or conversion of forest lands to urban uses will result from the proposed project's implementation.
- E. The project would not result in a loss of farmland to nonagricultural use or conversion of forest land to non-forest use because the project site is not located in close proximity to farm land or forest land. As a result, no farmland conversion impacts will result from the implementation of the proposed project.

SOURCES

Blodgett Baylosis Environmental Planning. *Site Survey*. The survey was conducted on April 17, 2020.

California Department of Conservation, Division of Land Resource Protection, Farmland Mapping, and Monitoring Program. *Important Farmland in California 2010*.

California Department of Conservation. *State of California Williamson Act Contract Land*.
<ftp://ftp.consrv.ca.gov/pub/dlrp/WA/2012>

California Department of Conservation. *State of California Williamson Act Contract Land*.

City of South Gate Municipal Code. *Title 11 – Zoning, Chapter 11.21 (Land Use Types)*, Table 11.21-3 Allowed Land Uses, Urban Mixed-Use Zones

AIR QUALITY

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
a) Would the project conflict with or obstruct implementation of the applicable air quality plan?			X	
b) Would the project violate any air quality standard or contribute substantially to result in a cumulatively considerable net increase in an existing or projected air quality violation?			X	
c) Would the project expose sensitive receptors to substantial pollutant concentrations?				X
d) Would the project result in substantial emissions (such as odors or dust) adversely affecting a substantial number of people?				X

Discussion of Findings

A. The project would involve the construction and occupancy of 78 residential apartment units. The project site is located on a vacant property that was formerly occupied by a steel fabrication facility that has been demolished. The proposed project site's applicable Zoning and General Plan land use designation of *Industrial Flex (IF) allows residential uses*. The project site is located within the South Coast Air Basin and is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). According to the SCAQMD, a project is non-conforming if it conflicts with or delays implementation of any applicable attainment or maintenance plan. A project is conforming if it complies with all applicable District rules and regulations, complies with all proposed control measures that are not yet adopted from the applicable plan(s), and is consistent with the growth forecasts in the applicable plan(s) (or is directly included in the applicable plan). Conformity with growth forecasts can be established by demonstrating that the project is consistent with the land use plan that was used to generate the growth forecast. The proposed project is consistent with the City of South Gate General Plan and Zoning Ordinance.

The proposed project's long-term (operational) airborne emissions will be below levels that the SCAQMD considers to be a significant impact (refer to the analysis included in Appendix B where the long-term stationary and mobile emissions for the proposed project are summarized in CalEEMod computer models. In addition, the project's construction emissions would be below the thresholds of significance established by the SCAQMD (the project's construction emissions are also summarized in Appendix B). As a result, the potential impacts are will be less than significant.

B. According to the SCAQMD, any project is significant if it triggers or exceeds the most appropriate evaluation criteria. The project's construction period is expected to last approximately 15 months and would include site preparation, grading, erection of the new mixed-use development, and the finishing of the project (e.g. painting, landscaping, paving of parking area). The analysis of daily construction and operational emissions was prepared utilizing the California Emissions Estimator Model (CalEEMod V. 2016.3.2). As shown in Table A-1, daily construction emissions will not exceed the SCAQMD significance thresholds.

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Table A-1
Estimated Daily Construction Emissions

Construction Phase	ROG	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Demolition (on-site)	1.99	19.69	14.49	0.02	1.04	0.97
Demolition (off-site)	0.05	0.03	0.48	--	0.14	0.03
Total Demolition	2.04	19.72	14.97	0.02	1.18	1.00
Site Preparation (on-site)	1.54	18.28	10.74	0.02	0.74	0.65
Site Preparation (off-site)	0.03	0.02	0.30	--	0.09	0.02
Total Site Preparation	1.57	18.30	11.04	0.02	0.83	0.67
Grading (on-site)	1.82	20.2	9.67	0.02	3.29	2.13
Grading (off-site)	0.04	0.02	0.37	--	0.11	0.03
Total Grading	1.86	20.04	10.04	0.02	3.40	2.16
Building Construction (on-site)	2.04	16.02	14.56	0.02	0.81	0.78
Building Construction (off-site)	0.25	0.91	2.29	--	0.68	0.18
Total Building Construction	2.29	16.93	16.85	0.02	1.49	0.96
Paving (on-site)	1.06	10.64	11.77	0.01	0.58	0.53
Paving (off-site)	0.06	0.04	0.56	--	--	0.04
Total Paving	1.12	10.68	12.33	0.01	0.58	0.57
Architectural Coatings (on-site)	13.98	1.52	1.81	--	0.09	0.09
Architectural Coatings (off-site)	0.04	0.03	0.41	--	0.12	0.03
Total Architectural Coatings	14.02	1.55	2.22	--	0.21	0.12
Maximum Daily Emissions	16.33	27.63	29.19	0.05	3.40	2.16
Daily Thresholds	75	100	550	150	150	55

Source: CalEEMod V. 2016.3.2.

Long-term emissions refer to those air quality impacts that will occur once the proposed project has been constructed and is operational. These impacts will continue over the operational life of the project. The long-term air quality impacts associated with the proposed project include mobile emissions associated with vehicular traffic. The analysis of long-term operational impacts also used the CalEEMod V. 2016.3.2 computer model. Table A-2 depicts the estimated operational emissions generated by the proposed project.

Table A-2
Estimated Operational Emissions in lbs/day

Emission Source	ROG	NO ₂	CO	SO ₂	PM ₁₀	PM _{2.5}
Area-wide (lbs/day)	22.52	1.69	46.10	0.10	5.99	5.99
Energy (lbs/day)	0.03	0.32	0.13	--	0.02	0.02
Mobile (lbs/day)	0.97	4.97	12.99	0.04	4.09	1.12
Total (lbs/day)	23.52	6.98	59.13	0.14	10.10	7.13
Daily Thresholds	55	55	550	150	150	55

Source: CalEEMod 2016.3.2.

As indicated in Table A-2, the projected long-term emissions are below thresholds considered to represent a significant adverse impact. Since the project area is located in a non-attainment area for Ozone and particulates, the contractors will be required to ensure that the grading and building contractors adhere to all pertinent provisions of SCAQMD Rule 403 pertaining to the generation of

fugitive dust during grading and/or the use of equipment on unpaved surfaces. The contractors will be responsible for being familiar with, and implementing any pertinent best available control measures. Therefore, less than significant impacts will occur.

- C. According to the SCAQMD, residences, schools, daycare centers, playgrounds, and medical facilities are considered sensitive receptor land uses. Sensitive receptors are shown in Exhibit A-1. Legacy Lane extends along the north side of the project site. Further north, on the north side of Legacy Lane, is a large vacant property that is part of the International Studies Learning Center Middle School (ISLCMS). This area is being used as athletic fields. Residential uses are located along the south side of the project site, to the south of the existing SCE easement. These existing homes have frontage on Aldrich Road. A portion of the ISLCMS property is located on the west side of this segment of Legacy Lane. Finally, smaller and older industrial uses are located to the west of the proposed project site. The current occupant is Right Way Express, Inc. (10111 Burtis Street). The Los Angeles River is located further west. The project would involve the construction and occupancy of 78 residential apartment units. The project site is located on a vacant property that was formerly occupied by a steel fabrication facility that has been demolished. The proposed project site's applicable Zoning and General Plan land use designation of *Industrial Flex (IF)*. The proposed project is a sensitive receptor. As a result, no impacts will occur.
- D. The proposed residential development will not generate any odors that would affect surrounding development. As a result, no impacts are anticipated.

SOURCES

Blodgett Baylosis Environmental Planning. *Site Survey*. The survey was conducted on April 17, 2020.

Blodgett Baylosis Environmental Planning. Calculation of Air Emissions (The computer model, California Emission Estimator Model Version 2016.3.1[CalEEMod], developed by the California Air Resources Board was used in the analysis). *Please Note: The computer work sheets are included in Appendix A.*

South Coast Air Quality Management District, *Final 2016 Air Quality Plan*, Adopted March 2017.

South Coast Air Quality Management District. *CEQA Air Quality Handbook*. April 1993 [as amended 2009]. Table 11-4.

South Coast Air Quality Management District. *AQMD Rules and Regulation Handbook*. Rule 1155 adopted December 4, 2009.

Southern California Association of Governments. *Growth Forecast, Regional Transportation Plan 2016- 2040*. Adopted on April 7, 2016.

United States Census Bureau. *State & County QuickFacts, South Gate (city), California*.

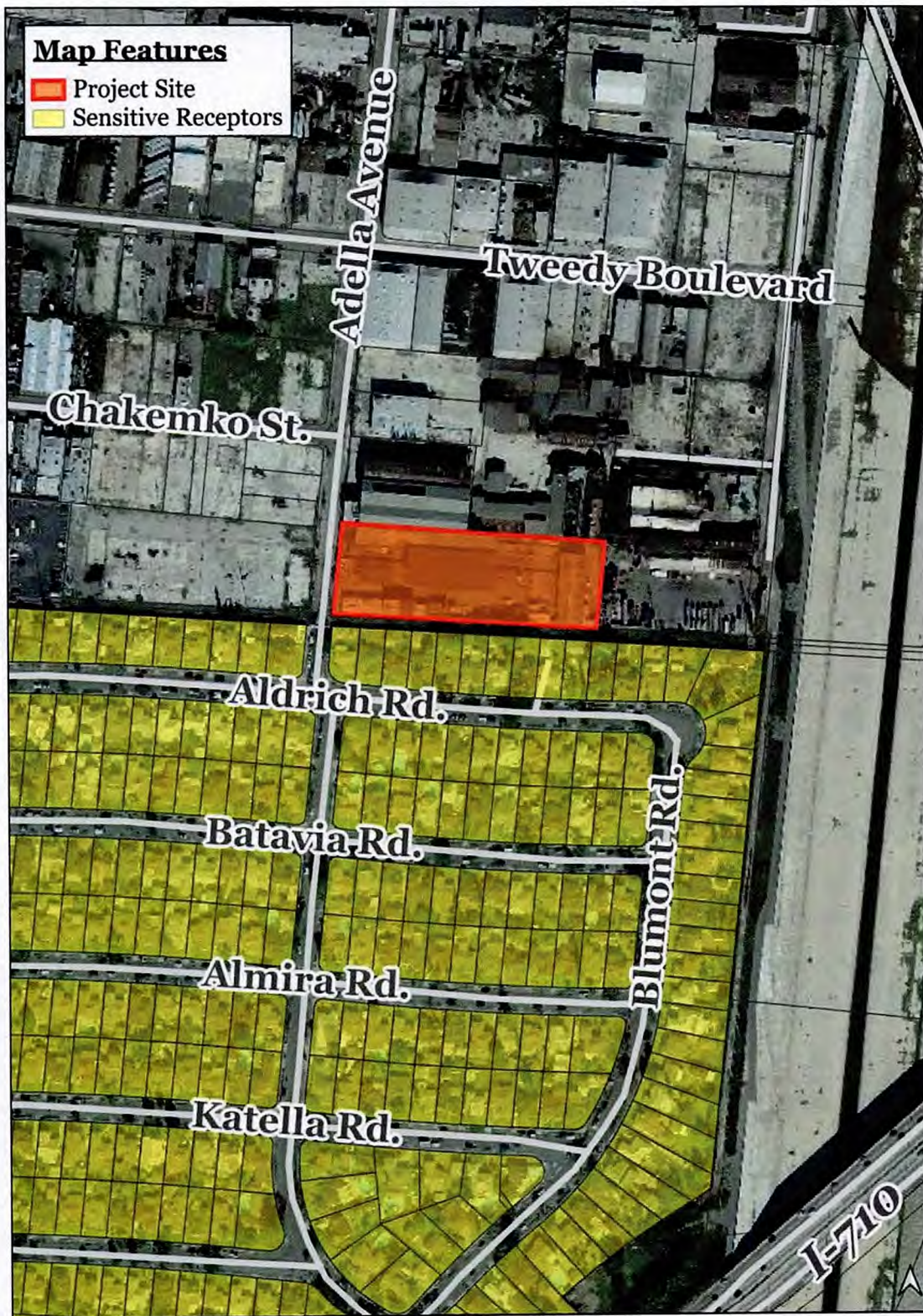


EXHIBIT A-1
SENSITIVE RECEPTORS
SOURCE: BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING

BIOLOGICAL RESOURCES

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
a) Would the project, either directly or through habitat modifications, have a substantial adverse effect on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U. S. Fish and Wildlife Service?				X
b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural communities identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				X
c) Would the project have a substantial adverse effect on State or Federally protected wetlands as defined (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d) Would the project interfere substantially with the movement of any native resident or migratory fish, wildlife species or with established native resident or migratory life corridors, or impede the use of native wildlife nursery sites?				X
e) Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plans?				X

Discussion of Findings

- A.** The project would involve the construction and occupancy of 78 residential apartment units. The project site is located on a vacant property that was formerly occupied by a steel fabrication facility that has been demolished. The proposed project site’s applicable Zoning and General Plan land use designation of *Industrial Flex (IF)*. Multifamily homes are a permitted use in the IF zoning district. Given the site’s disturbed character, the proposed project is not expected to have an impact on wildlife which may inhabit or traverse the adjacent developed properties. The site’s utility as a habitat is constrained by the presence of an adjacent roadways and the surrounding development that is present on-site and in the surrounding areas. As a result, no impacts are anticipated.
- B.** A review of the U.S. Fish and Wildlife Service National Wetlands Inventory, Wetlands Mapper confirmed that there are no wetlands or riparian habitat present within the project site. The nearest wetland to the project site is the Los Angeles River which is concrete lined and used for flood control.¹⁸ This conclusion is supported by the field survey of the proposed project site and the surrounding areas. In addition, there is no riparian habitat located on-site or in the surrounding areas. No off-site

¹⁸ U.S. Fish and Wildlife Service. National Wetlands Inventory – V2. <https://www.fws.gov/Wetlands/data/Mapper.html>. Website accessed May 2, 2020.

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riverine areas will be affected by the proposed development since the project's construction will be limited to the project site. As a result, no impacts are anticipated.

- C. No sensitive habitats (e.g., wetlands, vernal pools, critical habitats for sensitive species, etc.) were observed on the site during the field investigations. While the site is currently undeveloped, it was formerly occupied by a metal fabrication plant. As a result, no impacts are anticipated.
- D. There are no areas of *natural* open space or areas of significant biological value within or adjacent to the proposed project site. Furthermore, the construction of the project will not require the removal or trimming of trees. There are no trees located within the proposed project site. In addition, there are no bodies of water located within the project site that could provide a habitat for migratory birds. Therefore, the proposed project will not infringe upon any bodies of water or habitats. The project site does not function as a migratory corridor for the movement of native or migratory animals. Constant disturbance (noise and vibration) from vehicles traveling on the adjacent roadways further limit the project site's utility as a migration corridor. The proposed project will not affect wildlife migration in the area or otherwise impede the use of native wildlife nursery sites. As a result, no impacts will occur.
- E. There are no sensitive habitats located onsite or with the adjacent properties. Although the proposed project site is currently vacant and undeveloped, the site was formerly occupied by a metal fabrication plant that has since been demolished. In addition, the surrounding area is highly urbanized. The site's utility as a species habitat is constrained by the presence of the adjacent roadways, the SCE transmission corridor and the surrounding development. As a result, no impacts would occur.
- F. The proposed project's implementation would not be in conflict with the provisions of any adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plans. As a result no impacts are anticipated.

SOURCES

Blodgett Baylosis Environmental Planning. *Site Survey*. The survey was conducted on April 17, 2020.

Refer to Exhibit 6 included on Page 13. South Gate General Plan 2035. *Chapter 6 Green City, Conservation and Enhancement of Natural and Biological Resources*.

U.S. Fish and Wildlife Service. Wetlands Mapper. <http://www.fws.gov/wetlands/data/mapper.HTML>

CULTURAL RESOURCES

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
a) Would the project cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5 of the CEQA Guidelines?				X
b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5 of the CEQA Guidelines?				X
c) Would the project disturb any human remains, including those interred outside of dedicated cemeteries?				X

Discussion of Findings

- A.** The project would involve the construction and occupancy of 78 residential apartment units. The project site is located on a vacant property that was formerly occupied by a steel fabrication facility that has been demolished. The proposed project site's applicable Zoning and General Plan land use designation of *Industrial Flex (IF)*. Historic structures and sites are defined by local, State, and Federal criteria. The State, through the State Historic Preservation Office (SHPO), maintains an inventory of those sites and structures that are historically significant. Finally, the U.S. Department of Interior has established specific Federal guidelines and criteria that indicate the manner in which a site, structure, or district is to be defined as having historic significance and in the determination of its eligibility for listing on the National Register of Historic Places.¹⁹ The State regulations that govern historic resources and structures include Public Resources Code (PRC) Section 5024.1 and CEQA Guidelines Sections 15064.5(a) and 15064.5(b). In addition, California law protects Native American burials, skeletal remains, and associated grave goods regardless of the antiquity and provides for the sensitive treatment and disposition of those remains. CEQA, as codified at PRC Sections 21000 et seq., is the principal statute governing the environmental review of projects in the State. The proposed project site is presently vacant and undeveloped. The site is not present on any local historic list or the list of historic resources identified by the State Office of Historic Preservation (SHPO).²⁰ Since the project's implementation will not impact any Federal, State, or locally designated historic resources, no impacts will occur.
- B.** Although the proposed project site is currently vacant and undeveloped, the surrounding area is urbanized. The site was formerly occupied by an industrial use (a metal fabrication facility) that has been demolished. No significant impacts related to archaeological or historical resources is anticipated and no further investigations are recommended for the proposed project site. As a result, no impacts will occur.

¹⁹ U.S. Department of the Interior, National Park Service. *National Register of Historic Places*. <http://nrhp.focus.nps.gov>. 2020.

²⁰ California Department of Parks and Recreation. *California Historical Resources*. Website <http://ohp.parks.ca.gov/ListedResources>. Website accessed on May 15, 2020.

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- C. There are no dedicated cemeteries located within the vicinity of the project site. No new construction will occur. Since no grading will occur, no impacts are anticipated.

SOURCES

Blodgett Baylois Environmental Planning. *Site Survey*. The survey was conducted on April 17, 2020.

California Department of Parks and Recreation. *California Historical Resources*. <http://ohp.parks.ca.gov/ListedResources>.

McCawley. *The First Angelinos, The Gabrieleño Indians of Los Angeles County*. 1996.

Google Earth. Site accessed April 17, 2020.

ENERGY

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
a) Would the project result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy, or wasteful use of energy, resources, during project construction or operation?			X	
b) Would the project conflict with or obstruct a State or local plan for renewable energy or energy efficiency?			X	

Discussion of Findings

- A.** The project would involve the construction and occupancy of 78 residential apartment units. The project site is located on a vacant property that was formerly occupied by a steel fabrication facility that has been demolished. The proposed project site’s applicable Zoning and General Plan land use designation of *Industrial Flex (IF)*. The proposed project is anticipated to consume 1,540 kWh of electricity and 1,330 cubic feet of natural gas on a daily basis. The project Applicant will work with the local electrical utility company to identify existing and future strategies that will be effective in reducing energy consumption. With this standard condition, the impact will be less than significant.
- B.** The California Code of Regulations (CCR) Title 24, Part 11: California Green Building Standards (Title 24) became effective to aid efforts to reduce GHG emissions associated with energy consumption. Title 24 now requires that new buildings reduce water consumption, employ design measures to increase building system efficiencies, divert construction waste from landfills, and install low pollutant-emitting finish materials. The 2016 version of the standards became effective as of January 1, 2017. The new tenant improvements, including the electrical upgrades, will conform to all state and local building code and lighting regulations. As a result, the potential impacts will be less than significant.

SOURCES

Energy Commission, GIS Open Source Data. California Electric Infrastructure App. Website accessed April 14, 2020. <https://cecgis-caenergy.opendata.arcgis.com/app>

GEOLOGY & SOILS

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
a) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, strong seismic ground shaking, seismic-related ground failure, including liquefaction, or landslides?			X	
b) Would the project result in substantial soil erosion or the loss of topsoil?			X	
c) Would the project be located on a soil or geologic unit that is unstable, or that would become unstable as a result of the project, and potentially result in on-site or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?			X	
d) Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (2012) creating substantial direct or indirect risks to life or property?				X
e) Would the project be located on soils that are incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				X
f) Would the project directly or indirectly destroy a unique paleontological resource or site or unique geological feature?				X

Discussion of Findings

A. The City of South Gate is located in a seismically active region. Earthquakes from several active and potentially active faults in the Southern California region could affect the proposed project site. In 1972, the Alquist-Priolo Earthquake Zoning Act was passed in response to the damage sustained in the 1971 San Fernando Earthquake. The Alquist-Priolo Earthquake Fault Zoning Act's main purpose is to prevent the construction of buildings used for human occupancy on the surface trace of active faults. A list of cities and counties subject to the Alquist-Priolo Earthquake Fault Zones is available on the State's Department of Conservation website. The City of South Gate is not on the list. According to the California Department of Conservation, the City of South Gate is not located within an Alquist-Priolo Fault Zone. Even though the City is not on the list, there are known faults within proximity to the City. The biggest threat to both the City and the project site is the Newport Inglewood Fault, located approximately five miles southwest of the City. Other nearby significant faults include the Whittier and Palos Verdes faults. The potential impacts related to ground shaking and fault rupture are less than significant since the risk is no greater in and around the project site than for the rest of the area. The project site is located in an area that is at an elevated risk for liquefaction. According to the United States Geological Survey, liquefaction is the process by which water-saturated sediment temporarily loses strength and acts as a fluid. Essentially, liquefaction is the process by which the ground soil loses strength due to an increase in water pressure following seismic activity. The risk of liquefaction is no greater for the project site than the rest of the area. In addition, compliance with

the most recent State and Local building codes will minimize potential impacts related to liquefaction. Lastly, the project site is not at risk for landslides and is at no greater risk for ground shaking, fault rupture, and liquefaction than the rest of the area. In addition, the proposed project would not include any subterranean parking. All of the parking would consist of surface parking which will further reduce the potential risk. Therefore, the impacts are expected to be less than significant. According to the United States Geological Survey, liquefaction is the process by which water-saturated sediment temporarily loses strength and acts as a fluid. The risk for liquefaction is no greater on-site than it is for the region. As a result, the potential impacts in regard to liquefaction and landslides are less than significant.

- B.** According to the soil mapping data prepared by the University of California, Davis, the project site is underlain with soils belonging to the *Urban Land-Huenene, drained-San Emigdio complex (0 – 2% slope)*. “Urban land” refers to soils that are and mostly covered by streets, parking lots, buildings, and other structures of urban areas. The Hueneme-San Emigdio group are generally alluvial soils resulting from stream deposition. In general, these soils are somewhat poorly drained. Soils belonging to this soils association have a moderate to high wind erosion risk, although construction activities (paving and the installation of lights and fencing) and the placement of “permanent vegetative cover” will reduce the soil’s erosion risk. These soils are described as being used almost exclusively for urban development, as evident by the current level of development present within the surrounding areas.²¹ As a result, the potential impacts are considered to be less than significant.
- C.** The site’s development will not result in soil erosion since the project’s contractors must implement the construction best management practices (BMPs) identified in the mandatory SWPPP. The BMPs will minimize soil erosion and the discharge of sediment off-site. Additionally, the project site is level and is not located within an area that could be subject to landslides or liquefaction. As a result, the potential impacts are will be less than significant.
- D.** The soils that underlie the project site are not prone to shrinking and swelling. Shrinking and swelling is influenced by the amount of clay present in the underlying soils. Soils with higher clay composition will be more prone to shrinking and swelling. According to the U.C. Davis Soils Web, clay is not present in the composition of *Urban Land-Huenene, drained-San Emigdio complex (0 – 2% slope)*. As a result, no impacts related to expansive soils are anticipated.
- E.** No septic tanks will be used as part of the proposed project implementation. The proposed project will connect to the City’s sanitary sewer system. As a result, no impacts associated with the use of septic tanks will occur as part of the proposed project’s implementation.
- F.** The surface deposits in the proposed project area are composed entirely of younger Quaternary Alluvium because of the Los Angeles River. This younger Quaternary Alluvium is unlikely to contain significant vertebrate fossils, at least in the uppermost layers. The very limited and shallow excavations associated with the proposed project’s construction, are not likely to uncover significant vertebrate fossil remains. As a result, no impacts will occur.

²¹ U. C. Davis <https://casoilresource.lawr.ucdavis.edu/gmap/>. Website accessed on July 7, 2020.

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SOURCES

California Department of Conservation. Table 4, Cities and Counties Affected by Alquist-Priolo Earthquake Fault Zones as of January 2010.

Subsidence Support. *What Causes House Subsidence?*
<http://www.subsidenceupport.co.uk/what-causes-subsidence.html>

Natural Resources Conservation Service Arizona.
Soil Properties Shrink /Swell Potential. <http://www.nrcs.usda.gov>

United States Department of Agriculture, Soil Conservation Service. *Report and General Soil Map, Los Angeles County, California.* Revised 1969.

GREENHOUSE GAS EMISSIONS

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing emissions of greenhouse gases?			X	

Discussion of Findings

A. The project would involve the construction and occupancy of 78 residential apartment units. Greenhouse gas (GHG) emissions, or gases that trap heat in the atmosphere, are emitted by both natural processes and human activities. Examples of GHG include carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O). Carbon dioxide equivalent, or CO₂E, is a term that is used for describing different greenhouse gases in a common and collective unit. These emissions were calculated using the computer model CalEEMod V.2016.3.1. The SCAQMD has recommended several GHG thresholds of significance. These thresholds include 1,400 metric tons of CO₂E (MTCO₂E) per year for commercial projects, 3,500 MTCO₂E per year for residential projects, 3,000 MTCO₂E per year for mixed-use projects, and 10,000 MTCO₂E per year for industrial projects. Table A-3 summarizes annual greenhouse gas (CO₂E) emissions from build-out of the proposed project.²² Carbon dioxide equivalent, or CO₂E, is a term that is used for describing different greenhouse gases in a common and collective unit. As indicated in Table A-3, the operational emissions total CO₂E for the project is 7,665.92 pounds per day or 3.06 MTCO₂E per day which is below the threshold for residential projects (refer to Table A-3 and Appendix B).

**Table A-3
 Greenhouse Gas Emissions Inventory**

Source	GHG Emissions (Lbs/Day)			
	CO ₂	CH ₄	N ₂ O	CO ₂ E
Construction Phase - Demolition	2,322.71	0.59	--	2,337.56
Construction Phase - Site Preparation	2,372.88	0.76	--	2,392.06
Construction Phase - Grading	1,995.61	0.64	--	2,011.74
Construction Phase - Construction	2,228.93	0.45	--	2,300.19
Construction Phase - Paving	1,709.11	0.54	--	1,722.65
Construction Phase - Coatings	281.44	0.01	--	281.93
Long-term Area Emissions	2,146.20	2.19	0.04	2,215.73
Long-term Energy Emissions	410.79	--	--	413.23
Long-term Mobile Emissions	5,031.18	0.23	--	5,036.96
Total Long-term Emissions	7,588.17	2.42	0.04	7,665.92

Source: CalEEMod V.2016.3.2.

²² The CalEEMod Air Quality Worksheets are provided in Appendix B.

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This figure (3.06 MTCO₂E) does not take into account the implementation of Low Impact Development (LID) requirements (drought tolerant landscaping, water efficient appliances, and energy efficient appliances) and compliance to Transportation Demand Management (TDM) requirements. As indicated in the table, the great majority of the GHG emissions will be generated from mobile sources. For this reason, the project's use of trip reduction incentives (the use of alternative forms of transportation, the installation of electric vehicle charging stations and bicycle racks, and other TDM measures will be important). The project is also an infill development within an urban area. Therefore, the project's GHG impacts are less than significant.

- B.** The South Gate General Plan established objectives, policies and implementation actions to reduce greenhouse gases by encouraging the use of alternative energy sources, reducing vehicle miles traveled, conserving parks/open space, developing public education programs emphasizing green building practices and promoting innovative approaches to reduce harmful impacts to the atmosphere. The implementation of the proposed project will not conflict with the policies outlined in the Green City Element of the General Plan. The project will involve the reuse of an existing urban property and “infill development” is seen as an important strategy in reducing regional GHG emissions. The potential impacts are less than significant given the project's minor GHG emissions and its conformity with state and local goals of promoting infill development. Therefore, the potential impacts are considered to be less than significant.

SOURCES

Blodgett Baylois Environmental Planning. Calculation of Air Emissions (The computer model, California Emission Estimator Model Version 2016.3.1. [CalEEMod], developed by the California Air Resources Board was used in the analysis).

California, State of. OPR Technical Advisory – *CEQA and Climate Change: Addressing Climate Change through the California Environmental Quality Act (CEQA) Review*. June 19, 2008.

HAZARDS & HAZARDOUS MATERIALS

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				X
b) Would the project create a significant hazard to the public or the environment or result in reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X
c) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances or waste within one-quarter mile of an existing or proposed school?				X
d) Would the project be located on a site which is included on a list of hazardous material sites compiled pursuant to Government Code §65962.5, and as a result, would it create a significant hazard to the public or the environment?				X
e) For a project located within an airport land use plan, or where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?				X
f) Would the project impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
g) Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?			X	

Discussion of Findings

- A.** The project would involve the construction and occupancy of 78 residential apartment units. Given the residential nature of the proposed development, the use of any hazardous materials will be limited to those that are commercially available and typically used for routine cleaning and maintenance. The project will not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. As a result, no impacts will result.

The project site is located on a vacant property that was formerly occupied by a steel fabrication facility that has been demolished. The proposed project site's applicable Zoning and General Plan land use designation of *Industrial Flex (IF)*. A Phase I Environmental Site Assessment (ESA) for the project site has been prepared and is dated January 18, 2019. The results of the investigation indicated that the site historically consisted of vacant land that was partially occupied by a horse track in the 1930s and 1940's. Between the 1950's and early 2000's, the site has been occupied by an industrial steel-fabrication facility. Industrial operations at the facility included steel cutting, welding, punching, and painting. Underground storage tanks (USTs) containing gasoline were removed from the Site in 1991. The Site was not in operation at the time of the Phase I ESA.

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Historic Site operations have included an industrial steel-fabrication facility that performed steel cutting, welding, punching and painting operations from the 1950s through the early 2000s. Hazardous materials have historically been stored, generated, and handled at the site and have included oils and other petroleum products, solvents, and gasoline stored in USTs. Environmental investigations previously performed at the Site in the 1990s related to the removal and closure of the gasoline USTs and other operations have indicated the presence of residual petroleum hydrocarbon contamination in soil and elevated levels of lead in soil at the site. However, environmental investigations have not been conducted in other areas of the site including the waste oil storage area, the former maintenance area, and areas with spills observed during the site reconnaissance. Long-term operation of the site as a steel-fabrication facility is a land use reasonably associated with the potential release of lead, petroleum and other volatile contaminants and/or other hazardous materials.

Two former USTs used for the storage of gasoline, one 10,000-gallon and one 2,000-gallon, were removed from the site in 1991. Approximately 330.5 cubic yards of impacted soil were excavated and removed from the Site at that time. Based on environmental investigations conducted between 1992 and 1995 to determine the extent of impacts to soil and groundwater related to releases from the USTs consultants concluded that hydrocarbon-impacted soils had been largely removed and that groundwater contaminant concentrations appeared to be diminishing. Regulatory closure was provided by the Regional Water Quality Control Board – Los Angeles Region (RWQCB) on September 6, 1996 based on these findings. The Phase I ESA also identified the possibility that asbestos containing materials (ACMs) and lead based paints (LBP) are potentially present in building materials within the structures due to the age of the structures. Based on the results of the Phase I ESA performed by Northgate dated January 18, 2019, Northgate recommended that a Phase II ESA be performed to update and further define the current extent of soil, soil vapor, and groundwater impacts related to the historic industrial steel-fabrication operations at the site.

Based on the results of the concrete samples, approximately 194 tons of concrete was removed from the site and transported to Peck Road and Gravel in Monrovia, California. The balance of the concrete was crushed on site for reuse. The elevated concentrations of lead and cobalt were detected across portions of the property are likely due to former use as a steel fabrication facility. Based on the results of the investigation, it is estimated that approximately 5,100 cubic yards of lead-impacted soil are present at the site. The lead impacts were primarily located in the surface soils to depths of approximately 1.5 feet below the ground surface (bgs) although deeper impacts were noted in isolated areas (Table 5 and Figures 6 and 7). At approximately 3 feet bgs, lead impacted soils exceeded the residential screening criteria in three areas: in the vicinity of the historic steel fabrication areas in the central portion of the site, in the former work shop area located along the southern border of the site, and by the southern portion of the former shop building. At approximately 5 feet below the ground surface (bgs), lead impacted soil exceeded the residential screening levels in the vicinity of the historic steel fabrication areas in the central portion of the site and east of the former USTs along the southern border of the site. Concentrations of lead increased with depth however, borings advanced in this area were met with refusal indicating the potential presence of a subgrade structure. The results of the soluble threshold limit concentration (STLC), toxicity characteristic leaching procedures (TCLP), and total threshold limit concentration (TTLC) analyses were used to estimate the volumes of lead impacted soil within the classifications of hazardous waste for disposal during future redevelopment activities at the site. Approximately 3,900 cubic yards of lead-impacted soil is classified as California (non-RCRA) hazardous waste and approximately 1,000 cubic yards of soil is classified as RCRA-hazardous waste. The remaining approximately 200 cubic yards is classified as non-hazardous waste.

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There were several fuel-related volatile organic chemicals (VOCs) detected in soil vapor near the former hazardous waste storage area next to Adella Avenue and along the southern property near the SCE easement associated with former USTs and shop/storage areas. However, all concentrations were low and well below current screening levels. PCE was detected beneath the solvent storage area, the former UST area, the former workshop area, and the hazardous materials storage area. PCE concentrations were relatively low and below current screening levels. However, the screening levels are currently being revised to lower values. It is anticipated that PCE concentrations beneath the solvent storage area, the former workshop area, and the hazardous materials storage area will exceed the new proposed levels scheduled to be published prior to the end of 2019. Based on the results of the Phase II ESA, a State-certified regulatory agency was recommended to review the Phase II ESA reporting, provide comments, and work jointly towards a remedial approach, the development of a remedial plan, and regulatory closure of the site. Given the relatively straight-forward approach to remediation of the site (excavation and removal of impacted soil) the environmental consultant (Northgate) recommended that the Los Angeles County Fire Department – Site Mitigation Unit (SMU) as an appropriate oversight agency. Northgate has approached the SMU and the Site has been put on a waiting list for oversight. In the interim, Northgate recommended the following:

- Conduct a backhoe excavation in the vicinity HA8 where lead is present at depth and boring refusal was encountered to determine what structure is below the surface and the vertical extent of lead in this area;
 - Work with Kemp. Bros to better understand the proposed development configuration and how that will dovetail with remedial activities;
 - Develop risk-based clean-up goals (for worker and groundwater protection) for lead that may be left in place that exceeds residential SLs; and
 - Prepare remedial planning documents in conformance with SMUs corrective action guidance.
- B.** The *Cortese List*, also referred to as the Hazardous Waste and Substances Sites List or the California Superfund List, is a planning document used by the State and other local agencies to comply with CEQA requirements that require the provision of information regarding the location of hazardous materials release sites. California Government Code section 65962.5 requires the California Environmental Protection Agency to develop and update the Cortese List on annually basis. A search of the Hazardous Waste and Substances Site List website was completed to identify whether the Planning Area is listed in the database as a Cortese site. The project site is not included on a hazardous sites list compiled pursuant to California Government Code Section 65962.5. Five Cortese sites are located in the City including the following:
- Firestone Parcel 1B (2525 E. Firestone Boulevard);
 - Firestone Parcel 3N (8809 Calden Avenue);
 - Firestone Parcel 3S (2405 Southern Avenue);
 - Los Angeles Chemical Company (4545 Ardine Street); and,
 - Firestone Engle Southern Parcel (8440 Alameda Street).

The construction and subsequent occupancy of the proposed residential development implementation would not create a significant hazard to the public or the environment or result in reasonably

foreseeable upset and accident conditions involving the release of hazardous materials into the environment. As a result, no impacts will result.

- C. The International Studies Learning Center Middle School (ISLCMS). This area is currently being used as athletic fields. Residential uses are located south of the project site. These existing homes have frontage on Aldrich Road. A portion of the ISLCMS property is located on the west side of this segment of Legacy Lane. The Legacy Apartments are a residential use and will not create a hazard to any local school. The hazardous chemicals that will be used correspond to those that would be commonly used in a household setting and used for routine maintenance and cleaning. As a result, no impacts are anticipated.
- D. The *Cortese List*, also referred to as the Hazardous Waste and Substances Sites List or the California Superfund List, is a planning document used by the State and other local agencies to comply with CEQA requirements that require the provision of information regarding the location of hazardous materials release sites. A search was conducted through the California Department of Toxic Substances Control Envirostor website to identify whether the project site is listed in the database as a Cortese site. The project site is not identified as a Cortese site. Therefore, no impacts will occur.
- E. The project site is not located within an airport land use plan and is not located within two miles of a public airport or public use airport. The nearest airport to the site is the Compton-Woodley Airport located approximately 5.1 miles southwest of the project site. The project will not introduce a structure that will interfere with the approach and take off of airplanes utilizing any regional airports. As a result, the proposed project will not result in a safety hazard for people residing or working in the City and no impacts will occur.
- F. At no time will any adjacent streets be completely closed to traffic. As a result, no impacts are associated with the proposed project's implementation.
- G. The project site is not located within a "very high fire hazard severity zone." As a result, no impacts will result.

SOURCES

Blodgett Baylois Environmental Planning. *Site Survey*. The survey was conducted on April 17, 2020.

United States Environmental Protection Agency. *Envirofacts Database, Multisystem Search*.
www.epa.gov/envirofw/

California, State of, Department of Toxic Substances Control, *DTSC's Hazardous Waste and Substances Site List - Site Cleanup Cortese List*, 2020.

Google Earth. Website accessed April 17, 2020.

CalEPA. *Cortese List Data Resources*. <http://www.calepa.ca.gov/sitecleanup/corteselist/>

HYDROLOGY & WATER QUALITY

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
a) Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?			X	
b) Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?				X
c) Would the project substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would result in substantial erosion or siltation on- or off-site, substantially increase the rate or amount of surface runoff in a manner in which would result in flooding on- or off-site, create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff, or impede or redirect flood flows?				X
d) Would the project, in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?			X	
e) Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?				X

Discussion of Findings

A. The project would involve the construction and occupancy of 78 residential apartment units. The project site is located on a vacant property that was formerly occupied by a steel fabrication facility that has been demolished. The proposed project site's applicable Zoning and General Plan land use designation of *Industrial Flex (IF)*. Title 6 – Health and Sanitation, Chapter 6.67 – Storm Drains of the City of South Gate Municipal Code regulates the discharge of stormwater within the City. According to the aforementioned chapter, the project Applicant shall submit a low impact development (LID) plan to the department of community development prior to the submittal of an application for the first planning or building approval for a new planning priority project development project. The LID plan shall include measures designed to control pollutants, pollutant loads, and runoff volume to the maximum extent feasible by minimizing impervious surface area and controlling runoff from impervious surfaces through infiltration, evapotranspiration, bio-retention and/or rainfall harvest and use. The project applicant shall prepare a LID plan which implements set LID standards and practices for stormwater pollution mitigation and provides documentation to demonstrate compliance with the municipal NPDES permit on the plans and permit application submitted to the City. The existing surface pavement will be removed to accommodate the proposed project, thereby exposing barren earth and soil. Adherence to the construction BMPs identified in the Low Impact Development (LID) will reduce potential construction related impacts to levels that are less than significant. The implementation of the proposed project will not result in a violation in water quality

standards or discharge requirements because the project Applicant will be required to implement the construction and operational Best Management Practices (BMPs) identified in the mandatory LID plan. As a result, the potential impacts are considered to be less than significant.

- B.** The project site is located within the Central Basin Pressure Area of the Central Groundwater Basin. The area is overlain by the Downey Plain and gently slopes to the south. The following description of the geology and hydrogeology is based on Bulletin 104 by the Department of Water Resources. Regionally, the geology of the Central Basin Pressure Area from youngest to oldest consists of the Recent Alluvium, the Lakewood Formation and the San Pedro Formation. The Recent Alluvium is present over most of the Central Basin Pressure Area and includes the Semi Perched Aquifer, Bellflower Aquiclude, and the Gaspar Aquifer. The Lakewood Formation is present throughout the Central Basin Pressure Area and contains part of the Bellflower Aquiclude and the Artesia, Exposition, Gage and Gardena Aquifers. The San Pedro Formation is encountered throughout the Central Basin Pressure Area and includes the Hollydale, Jefferson, Lynwood, Silverado, and Sunnyside Aquifers. Locally, the upper Site hydrogeology from shallowest to deepest consists of the Semi Perched Aquifer, the Bellflower Aquiclude, and the Exposition Aquifer. The Exposition Aquifer ranges from approximately 80 to 100 feet beneath the site. Groundwater was encountered at a depth of approximately 35 feet bgs during an on-Site investigation. Native soil consisted of fine sands and silts above the water table and alternating layers of silty fine-grained, silt, and fine-grained sand in the saturated zone. No new direct construction-related impacts to groundwater supplies, or groundwater recharge activities would occur. Furthermore, the construction and post-construction BMPs will address contaminants of concern from excess runoff, thereby preventing the contamination of local groundwater. As a result, no impacts will occur.
- C.** The project's construction will be restricted to the designated project site and the project will not alter the course of any stream or river that would lead to on- or off-site siltation or erosion. No additional undisturbed land will be affected. As a result, no impacts will result.
- D.** According to the Federal Emergency Management Agency (FEMA) flood insurance maps obtained for the City of South Gate, the proposed project site is located in Zone X. Properties in Zone X are by definition outside the 500-year flood zone and protected by levees from 100- year. The project is not in an area subject to flood hazard. The proposed project site is not located in an area that is subject to inundation by seiche or tsunami.²³ In addition, the project site is located inland approximately 15 miles from the Pacific Ocean and the project site would not be exposed to the effects of a tsunami. As a result, the potential impacts will be less than significant.
- E.** Once constructed, the project will not introduce polluted runoff into the existing storm drain system. In addition, the project will not create excess runoff that will exceed the capacity of the existing storm water drainage system. The project contractors will be required to implement operational BMPs identified in the mandatory LID plan. These operational BMPs will reduce the amount of stormwater runoff discharged into the streets. Furthermore, the contractors must adhere to the construction BMPs identified in the mandatory LID plan. Implementation of the previously mentioned BMPs will reduce potential impacts to levels that are less than significant.

²³ A seiche is a standing wave in an enclosed or partially enclosed body of water such as a bay, lake or reservoir. A seiche is most often caused by seismic activity or strong winds.

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SOURCES

Blodgett Baylous Environmental Planning. *Site Survey*. The survey was conducted on April 17, 2020
Federal Emergency Management Agency. Intranetix Viewer. [http:// map1.msc.fema.gov](http://map1.msc.fema.gov) .
United States Army Corps of Engineers, Los Angeles District. Dam Safety Program.
<http://www.spl.usace.army.mil/Media/FactSheets/tabid/1321/Article/477349/dam-safety-program.aspx>.

FEMA. *Flood Zones, Definition/Description*. <http://www.fema.gov/floodplain-management/flood-zones>

City of Paramount. *Final Environmental Impact Report [for the] City of Paramount General Plan Update*. August 2007. The authors of this initial study compiled this information as part of the City's General Plan Update. Paramount is located south and adjacent to South Gate.

LAND USE & PLANNING

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
a) Would the project physically divide an established community?				X
b) Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?				X

Discussion of Findings

- A.** The project would involve the construction and occupancy of 78 residential apartment units. The project site is located on a vacant property that was formerly occupied by a steel fabrication facility that has been demolished. The proposed project site's applicable Zoning and General Plan land use designation of *Industrial Flex (IF)* which allow multi-family residences as a permitted use. The applicable land use designations are shown in Exhibit A-2. Legacy Lane extends along the north side of the project site. Further north, on the north side of Legacy Lane, is a large vacant property that is part of the International Studies Learning Center Middle School (ISLCMS). This area is being used as athletic fields. Residential uses are located along the south side of the project site. These existing homes have frontage on Aldrich Road. A portion of the ISLCMS property is located on the west side of this segment of Legacy Lane. Finally, smaller and older industrial uses are located to the west of the proposed project site. This issue is specifically concerned with the expansion of an inconsistent land use into an established neighborhood. The proposed project will be confined within the project site's boundaries. The granting of the requested entitlements will not result in any expansion of the use beyond the current boundaries. As a result, the project will not lead to any division of an existing established neighborhood and no impacts will occur.
- B.** The proposed use is permitted by right within the proposed project site. No zone change or general plan amendment will be required to implement the proposed project. As a result, no impacts will occur.

SOURCES

Blodgett Baylosis Environmental Planning. *Site Survey*. The survey was conducted on April 17, 2020.

City of South Gate Municipal Code. Chapter 11.21. Website accessed April 17, 2020.

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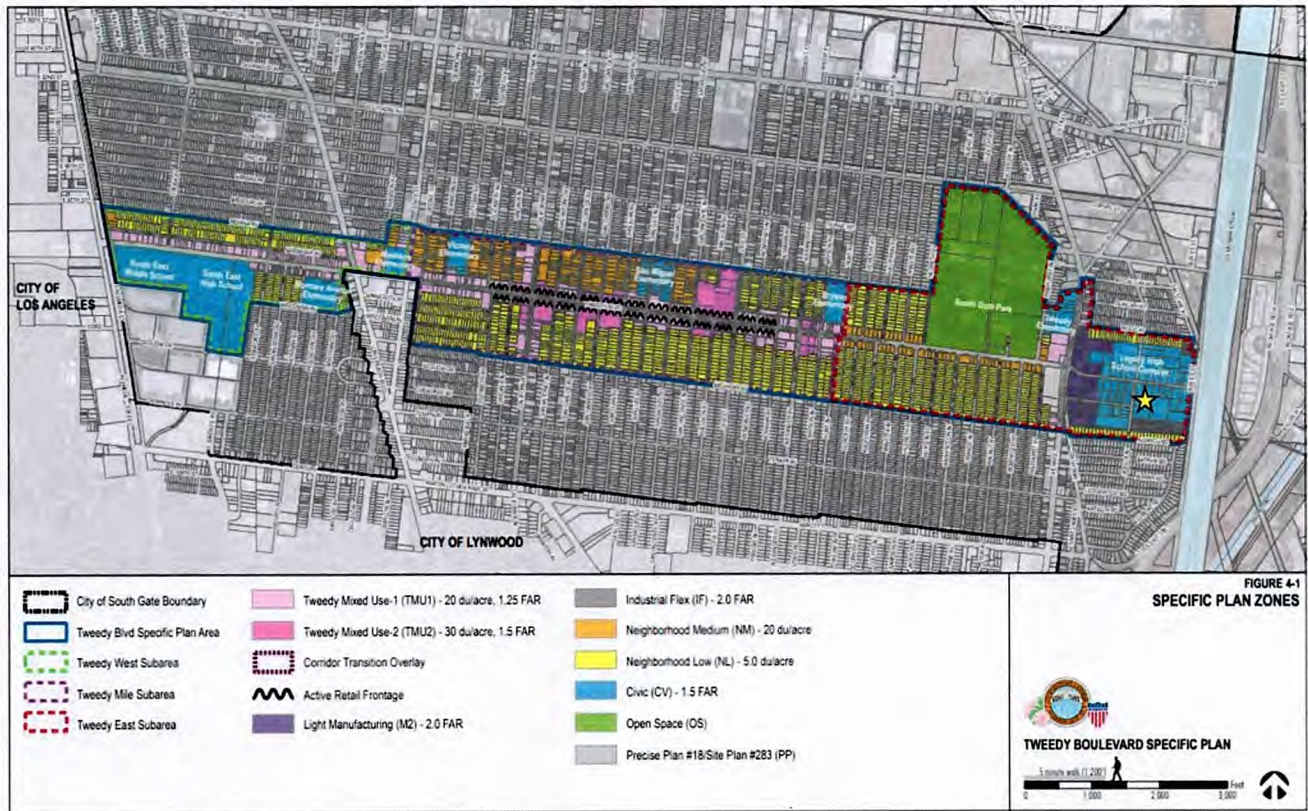


EXHIBIT A-2
TWEEDY BLVD. SPECIFIC PLAN LAND USE DESIGNATIONS
 SOURCE: BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING

MINERAL RESOURCES

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
a) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?				X
b) Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?				X

Discussion of Findings

- A.** The project site is not located in a Significant Mineral Aggregate Resource Area (SMARA) nor is it located in an area with active mineral extraction activities. A review of California Division of Oil, Gas, and Geothermal Resources well finder indicates that there are no wells located within the project site. As indicated previously, the site is vacant though it was previously occupied by a metal fabrication facility. In addition, there are no active mineral extraction activities occurring on-site or on adjacent properties. As a result, no impacts to mineral resources will occur.

- B.** As previously mentioned, no mineral, oil, or energy extraction and/or generation activities are located within the project site. Moreover, the proposed project will not interfere with any resource extraction activity. Therefore, no impacts will result from the implementation of the proposed project.

SOURCES

Blodgett Baylosis Environmental Planning. *Site Survey*. The survey was conducted on April 17, 2020.

California, State of. Department of Conservation. *California Oil, Gas, and Geothermal Resources Well Finder*. <http://maps.conservation.ca.gov/doggr/#close>

California Department of Conservation. *San Gabriel Valley P-C Region Showing*

NOISE

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
a) Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Would the project result in generation of excessive ground-borne vibration or ground-borne noise levels?			X	

Discussion of Findings

- A.** The project would involve the construction and occupancy of 78 residential apartment units. The project site is located on a vacant property that was formerly occupied by a steel fabrication facility that has been demolished. The proposed project site's applicable Zoning and General Plan land use designation of *Industrial Flex (IF)*. The proposed residential land use is a noise sensitive land use. Legacy Lane extends along the north side of the project site. Further north, on the north side of Legacy Lane, is a large vacant property that is part of the International Studies Learning Center Middle School (ISLCMS). This area is being used as athletic fields. Residential uses are located along the south of the SCE transmission corridor that abuts the south boundary of the project site. These existing homes have frontage on Aldrich Road. A portion of the ISLCMS property is located on the west side of this segment of Legacy Lane. Because of the proposed project's residential character, the proposed project will not expose sensitive receptors to excessive noise levels. As a result, the potential impacts are less than significant.
- B.** Ground vibrations associated with construction activities using modern construction methods and equipment rarely reach the levels that result in damage to nearby buildings though vibration related to construction activities may be discernible in areas located near the construction site. Compliance with the City's noise control requirements will minimize any potential noise impacts to levels considered to be less than significant. In addition, the number of trips that will be generated by the proposed project will not be enough to result in a doubling of traffic volumes. A doubling of traffic volumes usually results in an increase of 3-5 dBA. As a result, the potential impacts would be less than significant.

SOURCES

Bugliarello, et. al., *The Impact of Noise Pollution*, Chapter 127, 1975.

Blodgett Baylosis Environmental Planning. *Site Survey*. The survey was conducted on April 17, 2020.

POPULATION & HOUSING

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
a) Would the project induce substantial unplanned population growth in an area, either directly or indirectly?				X
b) Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				X

Discussion of Findings

A. The project would involve the construction and occupancy of 78 residential apartment units. The project site is located on a vacant property that was formerly occupied by a steel fabrication facility that has been demolished. Assuming an average household size of 4.15 persons per unit, the proposed project would potentially result in 324 new residents. This is likely a high number given the majority of the units will consist of one and two-bedroom units. Of the 78 total units, 45 units would be one-bedroom units and 33 units would be two-bedroom units. Assuming 2 persons per unit for 45 one-bedroom units and 4 persons per unit for the 33 two-bedroom units, the total potential population could be as high as 222 persons. Growth-inducing impacts are generally associated with the provision of urban services to an undeveloped or rural area. Growth-inducing impacts include the following:

- *New development in an area presently undeveloped and economic factors which may influence development.* The project site was previously developed. The site is currently being developed as a 78 unit apartment complex.
- *Extension of roadways and other transportation facilities.* The project site is currently developed. No new roadways will be required to accommodate the proposed project.
- *Extension of infrastructure and other improvements.* The project site was previously developed and the existing infrastructure can accommodate the proposed infill development.
- *Major off-site public projects (treatment plants, etc.).* The project's increase in demand for services can be accommodated without the construction or expansion of new public facilities including landfills, water treatment plants, or wastewater treatment plants.
- *The removal of housing requiring replacement housing elsewhere.* The project site was previously developed with industrial uses and there are no housing units located on-site. Since no housing units are located onsite, no replacement housing will be required.
- *Additional population growth leading to increased demand for goods and services.* The project will result in a limited increase in population. Assuming an average household size of 4.15 persons per unit, the proposed project would potentially result in 324 new residents. This is likely a high number given that the majority of the units will consist of one- and two-bedroom

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units. This is likely a high number given the majority of the units will consist of one and two-bedroom units. Of the 78 total units, 45 units would be one-bedroom units and 33 units would be two-bedroom units. Assuming 2 persons per unit for 45 one-bedroom units and 4 persons per unit for the 33 two-bedroom units, the total potential population could be as high as 222 persons.

- *Short-term growth-inducing impacts related to the project's construction.* The project will result in temporary employment though this increase can be accommodated by the existing local labor pool.

The proposed project will not result in the expansion of urban development into an undeveloped area leading to unplanned growth. Therefore, no impacts will result.

- B.** No housing units will be displaced as a result of the proposed project's implementation. Therefore, no housing displacement impacts will result.

SOURCES

Blodgett Baylosis Environmental Planning. *Site Survey*. The survey was conducted on April 17, 2020.

Southern California Association of Governments. *Growth Forecast. Regional Transportation Plan 2016-2040*. Adopted on April 7, 2016.

United States Census Bureau. *Quickfacts*. <https://www.census.gov/quickfacts/table/>

PUBLIC SERVICES

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which would cause significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives in <i>fire protection services</i> ?			X	
b) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which would cause significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives in <i>police protection services</i> ?			X	
c) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which would cause significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives in <i>school services</i> ?			X	
d) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which would cause significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives in <i>other public facilities</i> ?			X	

Discussion of Findings

A. The project would involve the construction and occupancy of 78 residential apartment units. The project site is located on a vacant property that was formerly occupied by a steel fabrication facility that has been demolished. Assuming an average household size of 4.15 persons per unit, the proposed project would potentially result in 324 new residents. This is likely a high number given the majority of the units will consist of one and two-bedroom units. Of the 78 total units, 45 units would be one-bedroom units and 33 units would be two-bedroom units. Assuming 2 persons per unit for 45 one-bedroom units and 4 persons per unit for the 33 two-bedroom units, the total potential population could be as high as 222 persons. The proposed project site's applicable Zoning and General Plan land use designation of *Industrial Flex (IF)*. The City of South Gate contracts with the Los Angeles County Fire Department for fire protection and emergency services. The residential development, once occupied, will be periodically inspected by the Los Angeles County Fire Department. In addition, the Fire Department will review the development plans to ascertain the nature and extent of any additional measures that may be required to meet any Fire Code requirements. The Fire Department currently reviews all new development plans, and future development will be required to conform to all fire protection and prevention requirements, including, but not limited to, building setbacks, emergency access, fire hydrants, interior sprinklers, and et cetera. With this review, the impacts will be less than significant.

- B.** Law enforcement services in South Gate are provided by the South Gate Police Department. The proposed multiple-family residential development will potentially result in an incremental increase in the demand for law enforcement services. The Police Department is located in the Civic Center complex. The proposed 78 unit residential project would only place an incremental demand on police protection services since the project is not anticipated to be an attractor for crime due to the lack of unsecure vacant space. The building and layout design of the residential development would include crime prevention features, such as nighttime security lighting and secure parking facilities. To ensure the proposed residential project elements adhere to the City's security requirements, the City of South Gate Police Department will review the site plan for the proposed project to ensure that the development adheres to the Department requirements, including, but not limited to, photometric plan review. Adherence to the abovementioned requirement will reduce potential impacts to levels that are less than significant.
- C.** The project site is located within the service boundaries of the Los Angeles Unified School District (LAUSD) and the proposed 78 units that will be constructed will contribute to overall school enrollments. The proposed residential development will include 45 one-bedroom units and 33 two-bedroom units. There is a potential for 14 students based on the following LAUSD student generation rates:
- *45 one-bedroom units* (0.0573 elementary students/unit; 0.0289 middle school students/unit; and 0.0289 high school students/unit) will result in 2 elementary school students, 1 middle school student, and 1 high school student.
 - *33 two-bedroom units* (0.113 elementary students/unit; 0.076 middle school students/unit; and 0.082 high school students/unit) will result in 4 elementary school students, 3 middle school students, and 3 high school students.

Based on the LAUSD student enrollment rates, the 78 unit development will potentially result in 6 new elementary students, 4 new middle school students, and 4 new high school students. Pursuant to SB-50, payment of fees to the applicable school district is considered full mitigation for project-related impacts. The proposed project's school enrollment impacts will be off-set by the school fees that will be paid by the developer and as a result, less than significant impacts will occur.

- D.** No new governmental services will be needed, and the proposed project is not expected to have any impact on existing governmental services. As a result, less than significant impacts are anticipated.

RECREATION

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
b) Would the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	

Discussion of Findings

- A.** The project would involve the construction and occupancy of 78 residential apartment units. The project site is located on a vacant property that was formerly occupied by a steel fabrication facility that has been demolished. Assuming an average household size of 4.15 persons per unit, the proposed project would potentially result in 324 new residents. This is likely a high number given the majority of the units will consist of one and two-bedroom units. Of the 78 total units, 45 units would be one-bedroom units and 33 units would be two-bedroom units. Assuming 2 persons per unit for 45 one-bedroom units and 4 persons per unit for the 33 two-bedroom units, the total potential population could be as high as 222 persons. The proposed project site's applicable Zoning and General Plan land use designation of *Industrial Flex (IF)*. The City of South Gate Parks and Recreation Department operates nine parks and recreation facilities throughout the City. The proposed project involves the construction of a 78 unit apartment development. The proposed residential development will include 45 one-bedroom units and 33 two-bedroom units. The payment of all pertinent park development fees will reduce potential impacts to parks and recreational facilities to levels that are less than significant.
- B.** As previously indicated, the implementation of the proposed project would not affect any existing parks and recreational facilities in the City. The nearby athletic fields are being used by the adjacent school. The payment of all pertinent park development fees will reduce potential impacts to parks and recreational facilities to levels that are less than significant.

TRANSPORTATION & CIRCULATION

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
a) Would the project conflict with a plan, ordinance, or policy establishing measures addressing the circulation system, including transit, roadways, bicycle lanes and pedestrian paths?			X	
b) For a land use project, would the project conflict or be inconsistent with CEQA Guidelines §15064.3 subdivision (b)(1)?			X	
c) For a transportation project, would the project conflict with or be inconsistent with CEQA Guidelines §15064.3 subdivision (b)(2)?				X
d) Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X	
e) Would the project result in inadequate emergency access?				X

Discussion of Findings

A. The project would involve the construction and occupancy of 78 residential apartment units. The project site is located on a vacant property that was formerly occupied by a steel fabrication facility that has been demolished. Assuming an average household size of 4.15 persons per unit, the proposed project would potentially result in 324 new residents. This is likely a high number given the majority of the units will consist of one and two-bedroom units. Of the 78 total units, 45 units would be one-bedroom units and 33 units would be two-bedroom units. Assuming 2 persons per unit for 45 one-bedroom units and 4 persons per unit for the 33 two-bedroom units, the total potential population could be as high as 222 persons. The proposed project site's applicable Zoning and General Plan land use designation of *Industrial Flex (IF)*. Vehicular access to the proposed project site would be provided by two driveways. The first driveway connection is located on the east side of Adella Avenue. The second driveway is located in the northeast corner of the proposed project site and would connect with the south side of Legacy Lane. Both driveways and the drive aisle that extends along the site's east and south sides are 26-foot wide. Vehicular parking spaces will be provided along the east and south sides of the project site. The proposed project will provide a total of 114 parking spaces. Of this total, 91 spaces would be standard spaces and 23 spaces would be compact spaces. The proposed project would also provide 5 ADA spaces along with 11 spaces for electric vehicle parking/charging. Finally, a total of 16 bicycle racks will be provided.

The project's trip generation was estimated using trip generation rates derived from the Institute of Transportation Engineer's (ITE) 10th Edition Trip Generation Handbook. The project's daily trips are presented in Table A-4. As shown in Table A-4, the project is anticipated to generate approximately 424 trips per day, with 28 trips occurring during the morning (AM) peak hour and 34 trips occurring during the evening (PM) peak hour.

**Table A-4
 Project Trip Generation**

Description/Variable	Average Daily Trips	AM Peak Hour	PM Peak Hour
ITE Trip Rates for the Proposed Project (Multi-Family Residential –ITE Code 220)			
Trip Rates for Multi-Family Residential (78 units)	5.44 trips/unit	0.36 trips/unit	0.44 trips/unit
Traffic Generation	424 trips/day	28 AM trips	34 PM trips

The nearest CMP arterial monitoring intersection to the project site is on Atlantic Avenue and Firestone Boulevard located approximately 1.2-miles from the site. Based on the project trip generation and the distance of this CMP location from the study intersections, it is not expected that 50 or more new trips per hour would be added to this location. Therefore, no further analysis of potential CMP impacts is required. As a result, the potential impacts are less than significant when considering the proposed residential development will replace a previous industrial use. The project’s construction and occupation will not result in a loss of pedestrian facilities since all sidewalks that would be affected by the project’s construction would be replaced. In addition, the project will not preclude the use of public transit stops as no stops will be relocated or eliminated. As a result, the potential impacts are considered to be less than significant.

- B.** According to CEQA Guidelines §15064.3 subdivision (b)(1), vehicle miles traveled exceeding an applicable threshold of significance may indicate a significant impact. Generally, projects within one-half mile of either an existing major transit stop or a stop along an existing high-quality transit corridor should be presumed to cause a less than significant transportation impact. The proposed project site is less than ½ mile from Atlantic Avenue. Projects that decrease vehicle miles traveled in the project area compared to existing conditions should be considered to have a less than significant transportation impact. The proposed use will occupy a developed site. The project is an “infill” development, which is seen as an important strategy in combating the release of GHG emissions. Infill development provides a regional benefit in terms of a reduction in Vehicle Miles Traveled (VMT) since the project is consistent with the regional and State sustainable growth objectives identified in the State’s Strategic Growth Council (SGC). As a result, the potential impacts are considered to be less than significant.
- C.** The proposed project is not a transportation project. As a result, no impacts on this issue will result.
- D.** The proposed project will not expose future residents to dangerous intersections or sharp curves and the proposed project will not introduce incompatible equipment or vehicles to the adjacent roads. Adequate gap time and sight distance is available along Legacy Lane and Adella Avenue. As a result, the potential impacts will be less than significant.
- E.** The project would not affect emergency access to any adjacent parcels. At no time will any local streets or parcels be closed to traffic. Adella Avenue will continue to remain closed to traffic. As a result, the proposed project’s implementation will not result in any impacts.

TRIBAL CULTURAL RESOURCES

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
<p>a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k). Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1.?</p>				X

Discussion of Findings

A. The project would involve the construction and occupancy of 78 residential apartment units. The project site is located on a vacant property that was formerly occupied by a steel fabrication facility that has been demolished. Assuming an average household size of 4.15 persons per unit, the proposed project would potentially result in 324 new residents. This is likely a high number given the majority of the units will consist of one and two-bedroom units. Of the 78 total units, 41 units would be one-bedroom units and 37 units would be two-bedroom units. Assuming 2 persons per unit for 41 one-bedroom units and 4 persons per unit for the 37 two-bedroom units, the total potential population could be as high as 230 persons. A Tribal Resource is defined in Public Resources Code section 21074 and includes the following:

- Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are either of the following: included or determined to be eligible for inclusion in the California Register of Historical Resources or included in a local register of historical resources as defined in subdivision (k) of Section 5020.1.
- A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Section 5024.1. In applying the criteria set forth in subdivision (c) of Section 5024.1 for the purposes of this paragraph, the lead agency shall consider the significance of the resource to a California Native American tribe.
- A cultural landscape that meets the criteria of subdivision (a) is a tribal cultural resource to the extent that the landscape is geographically defined in terms of the size and scope of the landscape.

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- A historical resource described in Section 21084.1, a unique archaeological resource as defined in subdivision (g) of Section 21083.2, or a “non-unique archaeological resource” as defined in subdivision (h) of Section 21083.2 may also be a tribal cultural resource if it conforms with the criteria of subdivision (a).
- Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to the local tribes. The Lead Agency and/or applicant shall, in good faith, consult with the local tribes throughout the life of the project.

No impacts on this issue will occur given the degree of site disturbance.

UTILITIES & SERVICE SYSTEMS

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
a) Would the project require or result in the relocation or construction of new or expanded water or wastewater treatment or storm water drainage, electric power, natural gas, or telecommunication facilities, the construction or relocation of which could cause significant environmental impacts?			X	
b) Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?			X	
c) Would the project result in a determination by the wastewater treatment provider, which serves or may serve the project that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			X	
d) Would the project generate solid waste in excess of State or local standards or in excess of the capacity of local infrastructure?			X	
e) Would the project negatively impact the provision of solid waste services or impair the attainment of solid waste reduction goals?				X
f) Would the project comply with Federal, State, and local management and reduction statutes and regulations related to solid waste?				X

Discussion of Findings

A. The project would involve the construction and occupancy of 78 residential apartment units. The project site is located on a vacant property that was formerly occupied by a steel fabrication facility that has been demolished. Assuming an average household size of 4.15 persons per unit, the proposed project would potentially result in 324 new residents. This is likely a high number given the majority of the units will consist of one and two-bedroom units. Of the 78 total units, 45 units would be one-bedroom units and 33 units would be two-bedroom units. Assuming 2 persons per unit for 45 one-bedroom units and 4 persons per unit for the 33 two-bedroom units, the total potential population could be as high as 222 persons.

The future residential development (78 units) is anticipated to consume approximately 19,500 gallons of water on a daily basis. This water consumption rate assumes a rate of 250 gallons per day, per unit. The proposed project will be required to use water efficient fixtures and appliances. The County Sanitation Districts of Los Angeles County also treats wastewater from the City of South Gate. Local sewer lines are maintained by the City of South Gate, while the Districts own, operate and maintain the large trunk sewers of the regional wastewater conveyance system. The wastewater generated in the project area is conveyed to the Los Coyotes Water Reclamation Plant (Los Coyotes WRP), which is operated by the LACSD. The Los Coyotes WRP, located at the northwest junction of the San Gabriel River and Artesia Freeway, provides primary, secondary, and tertiary treatment. The Los Coyotes WRP

APPENDIX A
CATEGORICAL EXEMPTION • CITY OF SOUTH GATE
LEGACY APARTMENTS • 10136 ADELLA AVENUE

has a design capacity of 37.5 million gallons per day (mgd) and currently processes an average flow of 31.8 mgd. The Joint Water Pollution Control Plant (JWPCP) located in the City of Carson has a design capacity of 385 mgd and currently processes an average flow of 326.1 mgd. The Long Beach WRP has a design capacity of 25 mgd and currently processes an average flow of 20.2 mgd. The future residential development contemplated under the proposed project (78 units) is anticipated to generate approximately 14,040 gallons of effluent daily. This effluent generation assumes a rate of 180 gallons per day, per unit. No new off-site *treatment facilities* will be required to meet the projected demand. As a result, the potential impacts are less than significant.

- B.** According to the City's General Plan, the City of South Gate uses groundwater from City wells as its primary source. The total capacity of both active and stand-by wells is 32.97 million gallons per day (MGD). The City's average daily demand is 9.32 mgd, while the City's maximum demand is 16.78 mgd. The future residential development (78 units) is anticipated to consume approximately 19,500 gallons of water on a daily basis. This water consumption rate assumes a rate of 250 gallons per day, per unit. The proposed project will be required to use water efficient fixtures and appliances. As a result, the potential impacts are less than significant.
- C.** The wastewater generated in the project area is conveyed to the Los Coyotes Water Reclamation Plant (Los Coyotes WRP), which is operated by the LACSD. The Los Coyotes WRP, located at the northwest junction of the San Gabriel River and Artesia Freeway, provides primary, secondary, and tertiary treatment. The Los Coyotes WRP has a design capacity of 37.5 million gallons per day (mgd) and currently processes an average flow of 31.8 mgd. The Joint Water Pollution Control Plant (JWPCP) located in the City of Carson has a design capacity of 385 mgd and currently processes an average flow of 326.1 mgd. The Long Beach WRP has a design capacity of 25 mgd and currently processes an average flow of 20.2 mgd. The future residential development contemplated under the proposed project (78 units) is anticipated to generate approximately 14,040 gallons of effluent daily. This effluent generation assumes a rate of 180 gallons per day, per unit. No new off-site *treatment facilities* will be required to meet the projected demand. As a result, the potential impacts are less than significant.
- D.** Waste Management contracts with the City of South Gate to provide waste collection service. Waste generated within the City of South Gate is taken to the following facilities: El Sobrante Landfill, Bradley Landfill, or the South Gate transfer station. The El Sobrante Landfill is a Class-III landfill that currently accepts up to 70,000 tons per week. The proposed project is anticipated to generate 976 pounds of solid waste per day. The impacts are considered to be less than significant since the amount of waste that is projected to be generated is within the permitted capacity of the aforementioned facilities.
- E.** The proposed project, like all other development in the City of South Gate, will be required to adhere to City and County ordinances with respect to waste reduction and recycling. As a result, no impacts related to State and local statutes governing solid waste are anticipated.
- F.** The proposed project, like all other development in the City, will be required to adhere to City and County ordinances with respect to waste reduction and recycling. As a result, no impacts related to State and local statutes governing solid waste are anticipated.

WILDFIRE

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
a) If located in or near State responsibility areas or lands classified as very high fire hazard severity zones, would the project impair an adopted emergency response plan or emergency evacuation plan?				X
b) Would the project, due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				X
c) Would the project require the installation of maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				X
d) Would the project expose people or structure to significant risks, including down slope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				X

Discussion of Findings

- A.** The project site is located in the midst of an urbanized area. Improved surface streets serve the project site and the surrounding area. Furthermore, the proposed project would not involve the closure or alteration of any existing evacuation routes that would be important in the event of a wildfire. As a result, no impacts will occur.
- B.** The project site is located in the midst of an urbanized area. The proposed project may be exposed to particulate emissions generated by wildland fires in the mountains (the site is located approximately 20 mile south and southwest of the San Gabriel and San Bernardino Mountains). However, the potential impacts would not be exclusive to the project site since criteria pollutant emissions from wildland fires may affect the entire City as well as the surrounding cities and unincorporated county areas. As a result, no impacts will occur.
- C.** The project will not require the installation of maintenance of associated infrastructure. As a result, no impacts will occur.
- D.** There is no risk from wildfire within the project site or the surrounding area given the project site's distance from any area that may be subject to a wildfire event. The surrounding areas are sparsely developed. Therefore, the project will not expose future employees to flooding or landslides facilitated by runoff flowing down barren and charred slopes and no impacts will occur.

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APPENDIX B
AIR QUALITY WORKSHEETS

SGAT 030 - Legacy Apartments - South Coast AQMD Air District, Summer

SGAT 030 - Legacy Apartments
 South Coast AQMD Air District, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Apartments Low Rise	78.00	Dwelling Unit	2.02	87,991.00	324

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	31
Climate Zone	9			Operational Year	2022
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWh r)	702.44	CH4 Intensity (lb/MWhr)	0.029	N2O Intensity (lb/MWh r)	0.006

1.3 User Entered Comments & Non-Default Data

- Project Characteristics -
- Land Use - 324 Residents
- Construction Phase - N/A
- Construction Off-road Equipment Mitigation -
- Area Mitigation -
- Water Mitigation -

SGAT 030 - Legacy Apartments - South Coast AQMD Air District, Summer

Table Name	Column Name	Default Value	New Value
tblAreaMitigation	UseLowVOCPaintParkingCheck	False	True
tblConstructionPhase	NumDays	10.00	40.00
tblConstructionPhase	NumDays	220.00	306.00
tblConstructionPhase	NumDays	20.00	42.00
tblConstructionPhase	NumDays	6.00	45.00
tblConstructionPhase	NumDays	10.00	45.00
tblConstructionPhase	NumDays	3.00	44.00
tblConstructionPhase	PhaseEndDate	1/12/2022	12/31/2021
tblConstructionPhase	PhaseEndDate	12/15/2021	9/4/2022
tblConstructionPhase	PhaseEndDate	1/28/2021	3/1/2021
tblConstructionPhase	PhaseEndDate	2/10/2021	7/3/2021
tblConstructionPhase	PhaseEndDate	12/29/2021	11/5/2021
tblConstructionPhase	PhaseEndDate	2/2/2021	5/2/2021
tblConstructionPhase	PhaseStartDate	12/30/2021	11/6/2021
tblConstructionPhase	PhaseStartDate	2/11/2021	7/4/2021
tblConstructionPhase	PhaseStartDate	2/3/2021	5/3/2021
tblConstructionPhase	PhaseStartDate	12/16/2021	9/5/2021
tblConstructionPhase	PhaseStartDate	1/29/2021	3/2/2021
tblGrading	AcresOfGrading	22.50	3.00
tblGrading	AcresOfGrading	66.00	4.50
tblLandUse	LandUseSquareFeet	78,000.00	87,991.00
tblLandUse	LotAcreage	4.88	2.02
tblLandUse	Population	223.00	324.00

2.0 Emissions Summary

SGAT 030 - Legacy Apartments - South Coast AQMD Air District, Summer

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	16.3336	27.6327	29.1944	0.0528	6.2046	1.4072	7.1211	3.3475	1.3271	4.1908	0.0000	5,002.2534	5,002.2534	1.0263	0.0000	5,027.9113
2022	2.0981	15.4668	16.4752	0.0330	0.6772	0.7050	1.3851	0.1807	0.6785	0.8592	0.0000	3,103.2540	3,103.2540	0.4694	0.0000	3,114.9898
Maximum	16.3336	27.6327	29.1944	0.0528	6.2046	1.4072	7.1211	3.3475	1.3271	4.1908	0.0000	5,002.2534	5,002.2534	1.0263	0.0000	5,027.9113

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	16.3336	27.6327	29.1944	0.0528	2.4880	1.4072	3.4045	1.3236	1.3271	2.1669	0.0000	5,002.2534	5,002.2534	1.0263	0.0000	5,027.9113
2022	2.0981	15.4668	16.4752	0.0330	0.6772	0.7050	1.3851	0.1807	0.6785	0.8592	0.0000	3,103.2540	3,103.2540	0.4694	0.0000	3,114.9898
Maximum	16.3336	27.6327	29.1944	0.0528	2.4880	1.4072	3.4045	1.3236	1.3271	2.1669	0.0000	5,002.2534	5,002.2534	1.0263	0.0000	5,027.9113

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	54.01	0.00	43.69	57.36	0.00	40.08	0.00	0.00	0.00	0.00	0.00	0.00

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SGAT 030 - Legacy Apartments - South Coast AQMD Air District, Summer

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	22.5265	1.6927	46.1091	0.1015		5.9939	5.9939		5.9939	5.9939	730.6196	1,415,587 1	2,146,206 7	2.1900	0.0496	2,215,735 0
Energy	0.0377	0.3218	0.1369	2.0500e-003		0.0260	0.0260		0.0260	0.0260		410,7984	410,7984	7.8700e-003	7.5300e-003	413,2396
Mobile	0.9722	4.9756	12.9976	0.0494	4.0580	0.0375	4.0955	1.0858	0.0350	1.1208		5,031,182 9	5,031,182 9	0.2314		5,036,968 1
Total	23.5363	6.9903	59.2436	0.1530	4.0580	6.0574	10.1154	1.0858	6.0549	7.1407	730.6196	6,857,568 4	7,588,188 0	2.4293	0.0571	7,665,942 7

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	22.5265	1.6927	46.1091	0.1015		5.9939	5.9939		5.9939	5.9939	730.6196	1,415,587 1	2,146,206 7	2.1900	0.0496	2,215,735 0
Energy	0.0377	0.3218	0.1369	2.0500e-003		0.0260	0.0260		0.0260	0.0260		410,7984	410,7984	7.8700e-003	7.5300e-003	413,2396
Mobile	0.9722	4.9756	12.9976	0.0494	4.0580	0.0375	4.0955	1.0858	0.0350	1.1208		5,031,182 9	5,031,182 9	0.2314		5,036,968 1
Total	23.5363	6.9903	59.2436	0.1530	4.0580	6.0574	10.1154	1.0858	6.0549	7.1407	730.6196	6,857,568 4	7,588,188 0	2.4293	0.0571	7,665,942 7

SGAT 030 - Legacy Apartments - South Coast AQMD Air District, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	1/1/2021	3/1/2021	5	42	
2	Site Preparation	Site Preparation	3/2/2021	5/2/2021	5	44	
3	Grading	Grading	5/3/2021	7/3/2021	5	45	
4	Building Construction	Building Construction	7/4/2021	9/4/2022	5	305	
5	Paving	Paving	9/5/2021	11/5/2021	5	45	
6	Architectural Coating	Architectural Coating	11/6/2021	12/31/2021	5	40	

Acres of Grading (Site Preparation Phase): 4.5

Acres of Grading (Grading Phase): 3

Acres of Paving: 0

Residential Indoor: 178,182; Residential Outdoor: 59,394; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

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SGAT 030 - Legacy Apartments - South Coast AQMD Air District, Summer

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Cement and Mortar Mixers	1	8.00	9	0.56
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Cranes	1	8.00	231	0.29
Building Construction	Forklifts	2	7.00	89	0.20
Site Preparation	Graders	1	8.00	187	0.41
Paving	Pavers	1	8.00	130	0.42
Paving	Rollers	2	8.00	80	0.38
Demolition	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Demolition	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Grading	Tractors/Loaders/Backhoes	2	7.00	97	0.37
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Grading	Graders	1	8.00	187	0.41
Paving	Paving Equipment	1	8.00	132	0.36
Site Preparation	Scrapers	1	8.00	367	0.48
Building Construction	Welders	3	8.00	46	0.45

Trips and VMT

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SGAT 030 - Legacy Apartments - South Coast AQMD Air District, Summer

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	5	13.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	3	8.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	8	56.00	8.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	11.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fug/Eve PM10	Exhaust PM10	PM10 Total	Fug/Eve PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.9930	19.6966	14.4925	0.0241		1.0409	1.0409		0.9715	0.9715		2,322.717	2,322.717	0.5940		2,337.565
Total	1.9930	19.6966	14.4925	0.0241		1.0409	1.0409		0.9715	0.9715		2,322.717	2,322.717	0.5940		2,337.565

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SGAT 030 - Legacy Apartments - South Coast AQMD Air District, Summer

3.2 Demolition - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0549	0.0356	0.4897	1.4400e-003	0.1453	1.0700e-003	0.1464	0.0385	9.9000e-004	0.0395		143.9624	143.9624	3.8700e-003		144.0592
Total	0.0549	0.0356	0.4897	1.4400e-003	0.1453	1.0700e-003	0.1464	0.0385	9.9000e-004	0.0395		143.9624	143.9624	3.8700e-003		144.0592

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.9930	19.6966	14.4925	0.0241		1.0409	1.0409		0.9715	0.9715	0.0000	2,322.7171	2,322.7171	0.5940		2,337.5656
Total	1.9930	19.6966	14.4925	0.0241		1.0409	1.0409		0.9715	0.9715	0.0000	2,322.7171	2,322.7171	0.5940		2,337.5658

SGAT 030 - Legacy Apartments - South Coast AQMD Air District, Summer

3.2 Demolition - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM 10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0549	0.0356	0.4897	1.4400e-003	0.1453	1.0700e-003	0.1464	0.0385	9.9000e-004	0.0395		143.9624	143.9624	3.8700e-003		144.0592
Total	0.0549	0.0356	0.4897	1.4400e-003	0.1453	1.0700e-003	0.1464	0.0385	9.9000e-004	0.0395		143.9624	143.9624	3.8700e-003		144.0592

3.3 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM 10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.1085	0.0000	0.1085	0.0117	0.0000	0.0117			0.0000			0.0000
Off-Road	1.5463	18.2862	10.7496	0.0245		0.7019	0.7019		0.6457	0.6457		2,372.8832	2,372.8832	0.7674		2,392.0692
Total	1.5463	18.2862	10.7496	0.0245	0.1085	0.7019	0.8103	0.0117	0.6457	0.6574		2,372.8832	2,372.8832	0.7674		2,392.0692

SGAT 030 - Legacy Apartments - South Coast AQMD Air District, Summer

3.3 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0338	0.0219	0.3014	8.9000e-004	0.0894	6.6000e-004	0.0901	0.0237	6.1000e-004	0.0243		88.5923	88.5923	2.3800e-003		88.6518
Total	0.0338	0.0219	0.3014	8.9000e-004	0.0894	6.6000e-004	0.0901	0.0237	6.1000e-004	0.0243		88.5923	88.5923	2.3800e-003		88.6518

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.0423	0.0000	0.0423	4.5700e-003	0.0000	4.5700e-003			0.0000			0.0000
Off-Road	1.5463	18.2862	10.7496	0.0245		0.7019	0.7019		0.6457	0.6457	0.0000	2,372.8832	2,372.8832	0.7674		2,392.0692
Total	1.5463	18.2862	10.7496	0.0245	0.0423	0.7019	0.7442	4.5700e-003	0.6457	0.6503	0.0000	2,372.8832	2,372.8832	0.7674		2,392.0692

SGAT 030 - Legacy Apartments - South Coast AQMD Air District, Summer

3.3 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM 10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0338	0.0219	0.3014	8.9000e-004	0.0894	6.6000e-004	0.0901	0.0237	6.1000e-004	0.0243		88.5923	88.5923	2.3500e-003		88.6518
Total	0.0338	0.0219	0.3014	8.9000e-004	0.0894	6.6000e-004	0.0901	0.0237	6.1000e-004	0.0243		88.5923	88.5923	2.3500e-003		88.6518

3.4 Grading - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM 10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					6.0928	0.0000	6.0928	3.3179	0.0000	3.3179			0.0000			0.0000
Off-Road	1.8271	20.2135	9.7604	0.0206		0.9158	0.9158		0.8425	0.8425		1,995.6114	1,995.6114	0.6454		2,011.7470
Total	1.8271	20.2135	9.7604	0.0206	6.0928	0.9158	7.0085	3.3179	0.8425	4.1604		1,995.6114	1,995.6114	0.6454		2,011.7470

SGAT 030 - Legacy Apartments - South Coast AQMD Air District, Summer

3.4 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0422	0.0274	0.3767	1.1100e-003	0.1118	8.2000e-004	0.1126	0.0296	7.6000e-004	0.0304		110.7403	110.7403	2.9800e-003		110.8148
Total	0.0422	0.0274	0.3767	1.1100e-003	0.1118	8.2000e-004	0.1126	0.0296	7.6000e-004	0.0304		110.7403	110.7403	2.9800e-003		110.8148

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					2.3762	0.0000	2.3762	1.2940	0.0000	1.2940			0.0000			0.0000
Off-Road	1.8271	20.2135	9.7604	0.0206		0.9158	0.9158		0.8425	0.8425	0.0000	1,995.6114	1,995.6114	0.6454		2,011.7470
Total	1.8271	20.2135	9.7604	0.0206	2.3762	0.9158	3.2919	1.2940	0.8425	2.1365	0.0000	1,995.6114	1,995.6114	0.6454		2,011.7470

SGAT 030 - Legacy Apartments - South Coast AQMD Air District, Summer

3.4 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0422	0.0274	0.3767	1.1100e-003	0.1118	8.2000e-004	0.1126	0.0296	7.6000e-004	0.0304		110.7403	110.7403	2.9800e-003		110.8148
Total	0.0422	0.0274	0.3767	1.1100e-003	0.1118	8.2000e-004	0.1126	0.0296	7.6000e-004	0.0304		110.7403	110.7403	2.9800e-003		110.8148

3.5 Building Construction - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.0451	16.0275	14.5629	0.0250		0.8173	0.8173		0.7831	0.7831		2,288.9355	2,288.9355	0.4503		2,300.1935
Total	2.0451	16.0275	14.5629	0.0250		0.8173	0.8173		0.7831	0.7831		2,288.9355	2,288.9355	0.4503		2,300.1935

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SGAT 030 - Legacy Apartments - South Coast AQMD Air District, Summer

3.5 Building Construction - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0223	0.7630	0.1611	2.0400e-003	0.0512	1.5400e-003	0.0527	0.0147	1.4700e-003	0.0162		217.9508	217.9508	0.0132		2.162804
Worker	0.2364	0.1533	2.1097	6.2200e-003	0.6260	4.6100e-003	0.6306	0.1660	4.2400e-003	0.1703		620.1459	620.1459	0.0167		620.5628
Total	0.2587	0.9163	2.2907	8.2600e-003	0.6772	6.1500e-003	0.6833	0.1807	5.7100e-003	0.1865		838.0966	838.0966	0.0299		838.8432

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.0451	16.0275	14.5629	0.0250		0.8173	0.8173		0.7831	0.7831	0.0000	2,288.9355	2,288.9355	0.4503		2,300.1935
Total	2.0451	16.0275	14.5629	0.0250		0.8173	0.8173		0.7831	0.7831	0.0000	2,288.9355	2,288.9355	0.4503		2,300.1935

SGAT 030 - Legacy Apartments - South Coast AQMD Air District, Summer

3.5 Building Construction - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0223	0.7830	0.1811	2.0400e-003	0.0512	1.5400e-003	0.0527	0.0147	1.4700e-003	0.0162		217.9508	217.9508	0.0132		218.2804
Worker	0.2364	0.1533	2.1097	6.2200e-003	0.6260	4.6100e-003	0.6306	0.1660	4.2400e-003	0.1703		620.1459	620.1459	0.0167		620.5628
Total	0.2587	0.9163	2.2907	8.2600e-003	0.6772	6.1500e-003	0.6833	0.1807	5.7100e-003	0.1865		838.0966	838.0966	0.0299		838.8432

3.5 Building Construction - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.8555	14.6040	14.3533	0.0250		0.7022	0.7022		0.6731	0.6731		2,289.2813	2,289.2813	0.4417		2,300.3230
Total	1.8555	14.6040	14.3533	0.0250		0.7022	0.7022		0.6731	0.6731		2,289.2813	2,289.2813	0.4417		2,300.3230

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SGAT 030 - Legacy Apartments - South Coast AQMD Air District, Summer

3.5 Building Construction - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM 10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0209	0.7243	0.1711	2.0200e-003	0.0512	1.3300e-003	0.0525	0.0147	1.2700e-003	0.0160		216.0473	216.0473	0.0127		216.3646
Worker	0.2217	0.1385	1.9508	6.0000e-003	0.6260	4.4800e-003	0.6304	0.1660	4.1200e-003	0.1701		597.9254	597.9254	0.0151		598.3022
Total	0.2426	0.8628	2.1219	8.0200e-003	0.6772	5.8100e-003	0.6830	0.1807	5.3900e-003	0.1861		813.9727	813.9727	0.0278		814.6668

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM 10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.8555	14.6040	14.3533	0.0250		0.7022	0.7022		0.6731	0.6731	0.0000	2,289,281.3	2,289,281.3	0.4417		2,300,323.0
Total	1.8555	14.6040	14.3533	0.0250		0.7022	0.7022		0.6731	0.6731	0.0000	2,289,281.3	2,289,281.3	0.4417		2,300,323.0

SGAT 030 - Legacy Apartments - South Coast AQMD Air District, Summer

3.5 Building Construction - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0209	0.7243	0.1711	2.0200e-003	0.0512	1.3300e-003	0.0525	0.0147	1.2700e-003	0.0160		216.0473	216.0473	0.0127		216.3646
Worker	0.2217	0.1385	1.9508	6.0000e-003	0.6260	4.4800e-003	0.6304	0.1660	4.1200e-003	0.1701		597.9254	597.9254	0.0151		598.3022
Total	0.2426	0.8628	2.1219	8.0200e-003	0.6772	5.8100e-003	0.6830	0.1807	5.3900e-003	0.1861		813.9727	813.9727	0.0278		814.6668

3.6 Paving - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0633	10.6478	11.7756	0.0178		0.5826	0.5826		0.5371	0.5371		1,709.1107	1,709.1107	0.5417		1,722.6524
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.0633	10.6478	11.7756	0.0178		0.5826	0.5826		0.5371	0.5371		1,709.1107	1,709.1107	0.5417		1,722.6524

SGAT 030 - Legacy Apartments - South Coast AQMD Air District, Summer

3.6 Paving - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM 10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0633	0.0411	0.5651	1.6700e-003	0.1677	1.2300e-003	0.1689	0.0445	1.1400e-003	0.0456		166.1105	166.1105	4.4700e-003		166.2222
Total	0.0633	0.0411	0.5651	1.6700e-003	0.1677	1.2300e-003	0.1689	0.0445	1.1400e-003	0.0456		166.1105	166.1105	4.4700e-003		166.2222

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM 10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0633	10.6478	11.7756	0.0178		0.5826	0.5826		0.5371	0.5371	0.0000	1,709.1107	1,709.1107	0.5417		1,722.6524
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.0633	10.6478	11.7756	0.0178		0.5826	0.5826		0.5371	0.5371	0.0000	1,709.1107	1,709.1107	0.5417		1,722.6524

SGAT 030 - Legacy Apartments - South Coast AQMD Air District, Summer

3.6 Paving - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0633	0.0411	0.5651	1.6700e-003	0.1677	1.2300e-003	0.1689	0.0445	1.1400e-003	0.0456		166.1105	166.1105	4.4700e-003		166.2222
Total	0.0633	0.0411	0.5651	1.6700e-003	0.1677	1.2300e-003	0.1689	0.0445	1.1400e-003	0.0456		166.1105	166.1105	4.4700e-003		166.2222

3.7 Architectural Coating - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	13.7646					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2189	1.5268	1.8176	2.9700e-003		0.0941	0.0941		0.0941	0.0941		281.4481	281.4481	0.0193		281.9309
Total	13.9835	1.5268	1.8176	2.9700e-003		0.0941	0.0941		0.0941	0.0941		281.4481	281.4481	0.0193		281.9309

SGAT 030 - Legacy Apartments - South Coast AQMD Air District, Summer

3.7 Architectural Coating - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0464	0.0301	0.4144	1.2200e-003	0.1230	9.1000e-004	0.1239	0.0326	8.3000e-004	0.0334		121.8144	121.8144	3.2800e-003		121.8963
Total	0.0464	0.0301	0.4144	1.2200e-003	0.1230	9.1000e-004	0.1239	0.0326	8.3000e-004	0.0334		121.8144	121.8144	3.2800e-003		121.8963

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	13.7646					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2189	1.5268	1.8176	2.9700e-003		0.0941	0.0941		0.0941	0.0941	0.0000	281.4481	281.4481	0.0193		281.9309
Total	13.9835	1.5268	1.8176	2.9700e-003		0.0941	0.0941		0.0941	0.0941	0.0000	281.4481	281.4481	0.0193		281.9309

SGAT 030 - Legacy Apartments - South Coast AQMD Air District, Summer

3.7 Architectural Coating - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM 10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e	
Category	lb/day										lb/day						
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000			0.0000
Worker	0.0464	0.0301	0.4144	1.2200e-003	0.1230	9.1000e-004	0.1239	0.0326	8.3000e-004	0.0334		121.8144	121.8144	3.2800e-003			121.8963
Total	0.0464	0.0301	0.4144	1.2200e-003	0.1230	9.1000e-004	0.1239	0.0326	8.3000e-004	0.0334		121.8144	121.8144	3.2800e-003			121.8963

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

SGAT 030 - Legacy Apartments - South Coast AQMD Air District, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	0.9722	4.9758	12.9976	0.0494	4.0580	0.0375	4.0955	1.0858	0.0350	1.1208		5,031.1829	5,031.1829	0.2314		5,036.9681
Unmitigated	0.9722	4.9758	12.9976	0.0494	4.0580	0.0375	4.0955	1.0858	0.0350	1.1208		5,031.1829	5,031.1829	0.2314		5,036.9681

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	514.02	558.48	473.46	1,758,388	1,758,388
Total	514.02	558.48	473.46	1,758,388	1,758,388

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.549559	0.042893	0.201584	0.118533	0.015569	0.005846	0.021394	0.034255	0.002099	0.001828	0.004855	0.000709	0.000896

5.0 Energy Detail

Historical Energy Use: N

SGAT 030 - Legacy Apartments - South Coast AQMD Air District, Summer

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Natural Gas Mitigated	0.0377	0.3218	0.1369	2.0500e-003		0.0260	0.0260		0.0260	0.0260		410.7984	410.7984	7.8700e-003	7.5300e-003	413.2396
Natural Gas Unmitigated	0.0377	0.3218	0.1369	2.0500e-003		0.0260	0.0260		0.0260	0.0260		410.7984	410.7984	7.8700e-003	7.5300e-003	413.2396

5.2 Energy by Land Use - Natural Gas

Unmitigated

	Natural Gas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/y	lb/day										lb/day					
Apartments Low Rise	3491.79	0.0377	0.3218	0.1369	2.0500e-003		0.0260	0.0260		0.0260	0.0260		410.7984	410.7984	7.8700e-003	7.5300e-003	413.2396
Total		0.0377	0.3218	0.1369	2.0500e-003		0.0260	0.0260		0.0260	0.0260		410.7984	410.7984	7.8700e-003	7.5300e-003	413.2396

SGAT 030 - Legacy Apartments - South Coast AQMD Air District, Summer

5.2 Energy by Land Use - Natural Gas

Mitigated

	Natural Gas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Low Rise	3.49179	0.0377	0.3218	0.1389	2.0500e-003		0.0260	0.0260		0.0260	0.0260		410.7984	410.7984	7.8700e-003	7.5300e-003	413.2396
Total		0.0377	0.3218	0.1389	2.0500e-003		0.0260	0.0260		0.0260	0.0260		410.7984	410.7984	7.8700e-003	7.5300e-003	413.2396

6.0 Area Detail

6.1 Mitigation Measures Area

- Use Low VOC Paint - Residential Interior
- Use Low VOC Paint - Residential Exterior
- Use Low VOC Paint - Non-Residential Interior
- Use Low VOC Paint - Non-Residential Exterior

SGAT 030 - Legacy Apartments - South Coast AQMD Air District, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	22.5265	1.6927	46.1091	0.1015		5.9939	5.9939		5.9939	5.9939	730.6196	1,415,587.1	2,146,206.7	2.1900	0.0496	2,215,735.0
Unmitigated	22.5265	1.6927	46.1091	0.1015		5.9939	5.9939		5.9939	5.9939	730.6196	1,415,587.1	2,146,206.7	2.1900	0.0496	2,215,735.0

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio-CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.1508					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.7422					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	20.4388	1.6184	39.6670	0.1012		5.9583	5.9583		5.9583	5.9583	730.6196	1,404,000.0	2,134,619.6	2.1789	0.0496	2,203,868.5
Landscaping	0.1946	0.0743	6.4420	3.4000e-004		0.0356	0.0356		0.0356	0.0356		11,587.1	11,587.1	0.0112		11,866.6
Total	22.5265	1.6927	46.1091	0.1015		5.9939	5.9939		5.9939	5.9939	730.6196	1,415,587.1	2,146,206.7	2.1900	0.0496	2,215,735.0

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SGAT 030 - Legacy Apartments - South Coast AQMD Air District, Summer

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.1508					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.7422					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	20.4388	1.6184	39.6670	0.1012		5.9583	5.9583		5.9583	5.9583	730.6196	1,404,000 0	2,134,619 6	2.1789	0.0496	2,203,868 5
Landscaping	0.1946	0.0743	6.4420	3.4000e-004		0.0356	0.0356		0.0356	0.0356		11,5571	11,5571	0.0112		11,8666
Total	22.5265	1.6927	46.1091	0.1015		5.9939	5.9939		5.9939	5.9939	730.6196	1,415,587 1	2,146,206 7	2.1900	0.0496	2,215,735 0

7.0 Water Detail

7.1 Mitigation Measures Water

- Install Low Flow Bathroom Faucet
- Install Low Flow Kitchen Faucet
- Install Low Flow Toilet
- Install Low Flow Shower

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

SGAT 030 - Legacy Apartments - South Coast AQMD Air District, Summer

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation

**ATTACHMENT I: Responses to Traffic
Concerns (Memorandum from Blodgett Baylosis
Environmental Planning)**

BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING
Planning • Environmental • Economics • Mapping • GIS

Date: August 6, 2020
To: Joe Perez Community Development Director, City of South Gate
From: Marc Blodgett, Blodgett Baylosis Environmental Planning

Subject: Information Regarding the Traffic Analysis Prepared for the Legacy Apartment Project.

The purpose of this memorandum is to provide some additional information and background concerning the traffic analysis that was prepared for the proposed Legacy Apartment development. The Planning Commission meeting and the general public raised questions concerning the proposed project's potential traffic generation and the attendant impacts. This memorandum will address those points that were raised at this meeting.

Comment #1. The proposed project would result in excessive traffic impacts.

The proposed project is a proposal to construct 78 multiple-family units. The project's trip generation was estimated using trip generation rates derived from the Institute of Transportation Engineer's (ITE) 10th Edition Trip Generation Handbook. The ITE Manual is referred to in all traffic studies to ensure that the potential traffic impacts are fairly evaluated. The project's daily trips were presented below.

Legacy Apartments - Project Trip Generation

Description/Variable	Average Daily Trips	AM Peak Hour	PM Peak Hour
ITE Trip Rates for the Proposed Project (Multi-Family Residential – ITE Code 220)			
Trip Rates for Multi-Family Residential (78 units)	5.44 trips/unit	0.36 trips/unit	0.44 trips/unit
Traffic Generation	424 trips/day	28 AM trips	34 PM trips

As shown in the Table, the project is anticipated to generate approximately 424 trips per day, with 28 trips occurring during the morning (AM) peak hour and 34 trips occurring during the evening (PM) peak hour. In terms of other types of development such as commercial or industrial, multiple family residential development will result in fewer vehicle trips.

Comment #2. The proposed project would result in through traffic that would impact the neighboring residential neighborhood.

Vehicle traffic would not be permitted to travel southbound on Adella Avenue. The Adella Avenue barrier with Aldrich Road would continue to remain.

BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING

Comment #3 We are concerned about spill over (on-street) parking affecting Aldrich Road.

The previous comment indicated that vehicular traffic would not be permitted to travel southbound on Adella Avenue. The Adella Avenue barrier with Aldrich Road would continue to remain. This would effectively discourage residents from parking their cars on Aldrich Road.

As indicated in the project description, the proposed project will provide a total of 114 parking spaces. Of this total, 91 spaces would be standard spaces and 23 spaces would be compact spaces. The proposed project would also provide 5 ADA spaces along with 11 spaces for electric vehicle parking/charging. The proposed project will consist of 78 rental units including 41 units would be one-bedroom units and 37 units would be two-bedroom units. As part of the leasing agreement, it will also be possible that parking spaces can be assigned to the individual units. In this way, it will be able for the management to prevent the overcrowding of units along with the attendant parking demand. Finally, Legacy Lane also provides on-street parking on both sides of the street.

Comment #4 Why did the CEQA study focus on Firestone Boulevard and Atlantic Avenue when it is so far away from the project site?

This intersection (Atlantic Boulevard and Firestone Boulevard) was discussed because this intersection is the nearest Congestion Management Program (CMP) intersection which is located approximately 1.2-miles from the site. According to the Los Angeles County CMP requirements, a traffic analysis is *not* required if it will not generate less than 50 peak hour trips at this intersection. The County Guidelines continue by indicating that no CMP traffic study is required in these instances.

Comment #5 The project will result in potentially significant impacts at local intersections, especially Atlantic Blvd./Wood Ave., Atlantic Blvd./Tweedy Blvd., and Tweedy Blvd./Legacy Ln.

The purpose of the Class 32 Residential Infill Exemption is to promote urban residential development as a means to reduce vehicular traffic in urban areas. The State of California through recent legislation, requires local governments to make findings to ensure that a project qualifies for this exemption. Even with that said, the City of South Gate considered the proposed project's traffic impacts in the environmental assessment that was prepared for the project. It is important to note that no allowance was made to the previous industrial use and the traffic that was generated when it was operational. This industrial use generated large volumes of traffic that also included trucks and employee trips.

The most critical time periods include the morning (AM) peak hour traffic period and the evening (PM) traffic period. The great majority of the project's traffic is generated during these two periods when people are going to and coming from work and school. As indicated previously, the proposed project is estimated to generate 28 trips during the morning (AM) peak hour and 34 trips occurring during the evening (PM) peak hour. The following assumptions can be made for the following intersections.

- *Tweedy Blvd./Legacy Ln.* This intersection will be used by all of the project's trips to exit or enter the project during the peak hour periods. The project will result in a total increase of 28 AM peak hour trips and 34 PM peak hour trips at this intersection. Some of the school commutes will be less because of the site's proximity.

BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING

- *Atlantic Blvd./Tweedy Blvd.* This intersection will be used by all of the project's trips to exit or enter the project during the peak hour periods. Vehicles will either go northbound or southbound on Atlantic Boulevard or continue to travel on Tweedy. The project will result in a total increase of 28 AM peak hour trips and 34 PM peak hour trips at this intersection. According to the City of South Gate General Plan, this is an "Enhanced Intersection." This signalized intersection has a level of service (LOS) E for the AM peak hour and LOS D for the PM peak hour. The additional traffic from this project will not affect the LOS when considers the previous industrial uses that occupied the project site.
- *Atlantic Blvd./Wood Ave.* This intersection will be used by about 30% of the project's traffic. Vehicles will go northbound during the AM peak hour and southbound on Atlantic Boulevard during the PM peak hour. The project will result in a total increase of 9 AM peak hour trips and 11 PM peak hour trips at this intersection.

If you have any questions, I will be back in the office around 11:00 this morning.

Sincerely,

Marc Blodgett

PRINCIPAL & PROJECT MANAGER

ATTACHMENT J: Notice of Public Hearing

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

NOTICE IS HEREBY GIVEN that the City Council of the City of South Gate will hold a public hearing to consider approval of three (3) affordable housing waivers to provide relief from specific development standards required by the South Gate Zoning Ordinance. As permitted by Section 11.31.050 of the South Gate Municipal Code, incentives and waivers shall be adopted to maintain for no less 55 years, four (4) units with rents affordable to Very Low Income households in the Legacy Apartments project located at 10130 Adella Avenue, South Gate, California.

DATE OF HEARING: Tuesday, September 8, 2020

TIME OF HEARING: 7:00 pm

LOCATION OF HEARING: Members of the public wishing to observe the meeting may join through a Call-in Conference. For the updated Dial-In Number and Conference Code for the September 8th City Council meeting please visit the City's website at www.cityofsouthgate.org/AgendaCenter.

PROJECT LOCATION: The project site is located at 10130 Adella Avenue.

PROJECT DESCRIPTION: As permitted by South Gate Municipal Code Section 11.31.050, the developer of Legacy Apartments is requesting relief from the following specific provisions of the South Gate Zoning Ordinance through the adoption of three waivers.

Waivers:

- Eliminate Building Frontage Type Requirement (SGMC 11.23.080)
- Eliminate Private Open Space Requirements (SGMC 11.23.050)
- Replace required Outside Recycling Facilities with similar sized facilities within the Building (SGMC Section 11.25.080)

The relief described above will ensure that 5% of the units, 4 units in the Legacy Apartments complex, will be reserved for Very Low Income Households for a period of not less than 55 years. The Legacy Apartments complex will consist of two four-story courtyard buildings each with four rooftop plazas to be used by the residents as common open space. At grade parking will be provided along the south and east property line.

ENVIRONMENTAL REVIEW: An Initial Study was prepared for the project. The Initial Study demonstrates that the proposed project qualifies for a Categorical Exemption under Section 15332 (Infill Exemption) of the California Environmental Quality Act (CEQA) Guidelines.

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

Contact: Erika Ramirez, Senior Planner
Phone: 323-563-9526
E-mail: eramirez@sogate.org
Mailing Address: Community Development Department
City of South Gate
8650 California Avenue
South Gate, CA 90280-3075

Joe Perez, Community Development Director

ESPAÑOL Información en Español acerca de esta junta puede ser obtenida llamando al 323-563-9514

Dated: August 27, 2020

**ATTACHMENT K: Letter from Applicant
Requesting Waivers**

July 12, 2020

Candida Neal
Planning Consultant
City of South Gate – Community Development
8650 California Avenue
South Gate, CA 90280

RE: LEGACY APARTMENTS – 10136 ADELLA AVENUE
DEVELOPER RESPONSE TO THE CITY OF SOUTH GATE'S
ADMINISTRATIVE PLAN REVIEW-ZONING COMPLIANCE ANALYSIS

Dear Candida,

We first want to acknowledge and thank you and the other City staff members for the time that has already been dedicated to our Legacy Apartments project. We believe we have worked together with the City on the conceptual design of what will become one of the finest multifamily projects within the City of South Gate. That being said, we are asking to use an incentive and ask for three concessions from the City as it relates to finalizing the design of our project.

SGMC Section 11.25.080 requires 1,248 sf of space for refuse and recycling facilities. Our project is proposing to dedicate 1,300 sf of area within the building to refuse and recycling facilities. Although this meets the space requirements, the City is also concerned with the transfer of bins to designated parking spaces on trash collection days. In order to alleviate this concern, we are proposing four parking stalls that are in close proximity to the refuse and recycling facilities be designated as guest parking. In order to still meet the City parking requirements. As we are providing 5% Affordable Housing within our project, we are entitled to one incentive as defined in California Government Code Section 65915. Therefore, we propose that the City accept our parking as an incentive to allow us to only assign 1 parking stall to four of our two-bedroom units, rather than the required 2 parking stalls per the SGMC.

That same SGMC Section 11.25.080 requires that recycling facilities be located outside of the buildings. Based on our design responding to other requirements within the SGMC, we are asking the City for a waiver to allow for similar required sized recycling facilities to be located within the buildings. Locating the recycling outside the building would reduce the area available for parking by 1,300 sf or approximately 7 parking spaces. This would have substantial financial impacts on our project.

SGMC Section 11.23.050 requires that the 50% of the units have a private open space area and a minimum of 36 sf with no dimension that is less than 6'. The code 11.23.050 also states open space must be dedicated to an individual unit and accessible directly from that unit. The city claims private open space is provided in the form of balconies, porches, patios, terraces or stoops. Assuming 50% of our project's 78 units provide the dedicated open space to each unit, at least 1,404 sf of rentable space would have to be removed from our project. At the projected \$31/sf of income, this would reduce the projected operating income by \$43,524. In addition, we would see an increase in cost of \$525,000 to add the balconies. These costs include the added framing, floor drains, plaster in-lieu of drywall

including exterior walls, lids and two sides of rail wall, sheet metal and flashings, electrical and lighting, scupper/emergency drain, swinging door and sidelight, waterproofing/traffic coating, clean-up, general conditions and fee. Rather than ignore this requirement, we are actually providing more private open space than is required (1,448 sf), however this open space would be private to all of the residents of our project, not dedicated to individual units. We would ask the City for a waiver in allowing us to provide the private open space sf required in the manner that we have described above.

Finally, the City believes our Initial design for the building frontage does not comply with South Gate Municipal Code (SGMC) Section 11.23.080. As discussed with the City, the non-compliance with the SGMC is driven by other design requirements we are following as well as implementing the requested security for this project. These changes would require redesign and could make the project financially infeasible. We would ask the City for a waiver in accepting our street elevations and frontage as designed.

As stated above, we have enjoyed and are very appreciative of the City's efforts to date to get us to this point of the approval process. We appreciate your consideration of our proposals above and are available for any further questions/discussions.

Sincerely,

David W. Mossman
AZTEC MUSTANG, LLC
Developer on behalf of:

Owner: 10130, LLC

SEP 01 2020

City of South Gate
CITY COUNCIL

Item No. 5

AGENDA BILL

For the Regular Meeting of: September 8, 2020

Originating Department: Community Development

Department Director: William Campaña
William Campaña

City Manager: Michael Flad
Michael Flad

SUBJECT: PURCHASE PRICE TO BE PAID BY LOS ANGELES COUNTY FLOOD CONTROL DISTRICT TO LOS ANGELES COUNTY FOR TAX DEFAULTED PROPERTY IN LOS ANGELES FLOOD CONTROL CHANNEL

PURPOSE: To approve the purchase price being offered by the Los Angeles County Flood Control District to the Board of Supervisors of Los Angeles to acquire tax-defaulted property from the Los Angeles County Treasurer and Tax Collector.

RECOMMENDED ACTIONS:

- a. Adopt Resolution disclaiming any interest in purchasing tax defaulted property (APN 6233-032-002), and agreeing to the purchase price of \$4,307 to be paid by the Los Angeles County Flood Control District To The Board Of Supervisors Of Los Angeles County.
- b. Authorize the Mayor to execute Chapter 8 Agreement No. 2838 in a form acceptable by the City Attorney.

FISCAL IMPACT: The City will receive its pro rata share of property tax revenue from the proposed sale; however, the exact amount is not known at this time.

BACKGROUND: Since FY 2015, certain property lying across the Los Angeles River, just north of the Imperial Highway overpass, in the flood control channel has annually defaulted in the payment of property taxes, penalties and administrative fees. The property consists of a 40,092 square foot vacant lot, Assessor Parcel No. 6233-032-002 ("Parcel"). Because of its location, the Parcel cannot be meaningfully developed for residential or commercial purposes and is subject to a Parcel-wide easement held in favor of the Los Angeles County Flood Control District ("District").

The Board of Supervisors of Los Angeles County ("County") has agreed to sell and the Los Angeles County Flood Control District ("District") has agreed to purchase the Parcel, subject to the "Power to Sell" tax-defaulted property held by the Los Angeles County Treasurer and Tax Collector ("TTC"). This type of transaction is permitted by the California Revenue and Taxation Code ("R&TC"), Chapter 8 of Part 6 of Division 1 ("Chapter 8"), beginning with Section 3791, which allows public agencies, taxing agencies and nonprofit organizations to enter into Chapter 8 agreements to purchase tax-defaulted property. To consummate the transaction, the city in which the property is located must agree to the purchase price pursuant to R&TC Section 3775.

The District has requested that the City of South Gate ("City") approve the Parcel's selling price of Four Thousand Three Hundred Seven Dollars (\$4,307). The price reflects unpaid taxes, penalties and other administrative fees. Given its location, and the easement overlay held by the District, the Parcel has no real market value to the City or to any third-party purchaser. City staff recommend that the City consent to the purchase price offered by the District to the County.

ATTACHMENT: Proposed Resolution

RESOLUTION NO. _____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE DISCLAIMING ANY INTEREST IN PURCHASING TAX DEFAULTED PROPERTY (APN 6233-032-002), AND AGREEING TO THE PURCHASE PRICE TO BE PAID BY THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT TO THE BOARD OF SUPERVISORS OF LOS ANGELES COUNTY

WHEREAS, the California Revenue and Taxation Code (“R&TC”) , Chapter 8 of Part 6 of Division 1 (“Chapter 8”), beginning with Section 3791, allows public agencies, taxing agencies and nonprofit organizations to enter into Chapter 8 agreements to purchase tax-defaulted property;

WHEREAS, pursuant to R&TC Section 3775, whenever the county or the state is the purchaser, the price shall be agreed upon between the County Board of Supervisors and the State Controller and the governing body of any city in which such property may be located, and such price shall be paid to the County Tax Collector for distribution; and

WHEREAS, since Fiscal Year 2015 there exists certain property that has annually defaulted in the payment of property taxes, penalties and administrative fees consisting of a 40,092 square foot vacant lot, Assessor Parcel No. 6233-032-002, intersecting the Los Angeles River, in the Los Angeles Flood Control Channel (“Parcel”), which Parcel cannot be meaningfully developed for residential or commercial purposes and is subject to a Parcel-wide easement held in favor of the District, as more fully depicted in the aerial photo and parcel map attached hereto as Exhibit “A;”

WHEREAS, the Board of Supervisors of Los Angeles County (“County”) has agreed to sell and the Los Angeles County Flood Control District (“District”) has agreed to purchase the Parcel, subject to the “Power to Sell” held by the Los Angeles County Treasurer and Tax Collector (“TTC”);

WHEREAS, the District has requested that the City of South Gate (“City”) approve the Parcel’s selling price of Four Thousand Three Hundred Seven Dollars (\$4,307) the District is willing to pay the County, which amount represents tax-defaulted taxes, penalties and other administrative fees;

WHEREAS, given the nature and location of the Parcel, and the easement overlay held by the District, the City has no interest in acquiring the Parcel, and does not object to the sales price offered by the District;

WHEREAS, the District also requests that the Mayor of the City be authorized to execute a Chapter 8 Agreement, Sale Number 2838, agreeing to the selling price as stated above, in a form substantially similar to the Chapter 8 "Agreement to Purchase Los Angeles County Tax-Defaulted Property," attached hereto as Exhibit "B;"

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

SECTION 1. The City Council of the City of South Gate does hereby disclaim any interest in purchasing the Parcel, APN 6233-032-002, and agrees to the purchase price offered by the District of Four Thousand, Three Hundred Seven Dollars (\$4,307).

SECTION 2. The Mayor is hereby authorized to execute the Chapter 8 "Agreement to Purchase Los Angeles County Tax Defaulted Property, Sale Number 2838", solely for purposes of agreeing to the selling price of the Parcel as between the Board of Supervisors of Los Angeles County and the District, in a form acceptable to the City Attorney.

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

PASSED, APPROVED and ADOPTED this 8th day of September, 2020.

CITY OF SOUTH GATE:


Maria Davila, Mayor

ATTEST:

Carmen Avalos, City Clerk

(Seal)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

6233.032.002

Los Angeles County Public Works



1:2,257

0.07 Miles 0 0.07 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Exhibit "A" (Page 1 of 2)



Legend	
	Parcel
	Channels Maintained by LACF
	Channels Maintained by City
	Channels Maintained by Army
	Channels Maintained by Caltra
	Channels Maintenance Unknown
	Parcels
	H1 Habitat Quiet Zone
	LA County Boundary
	LACAMS_Dime_LocalRoads (
	LACAMS_Dime_MajRoads(L1
	LARIAC4_Date_Flow
	4 Inch
	Red: Band_1
	Green: Band_2
	Blue: Band_3
	1 Foot NF
	Red: Band_1
	Green: Band_2
	Blue: Band_3

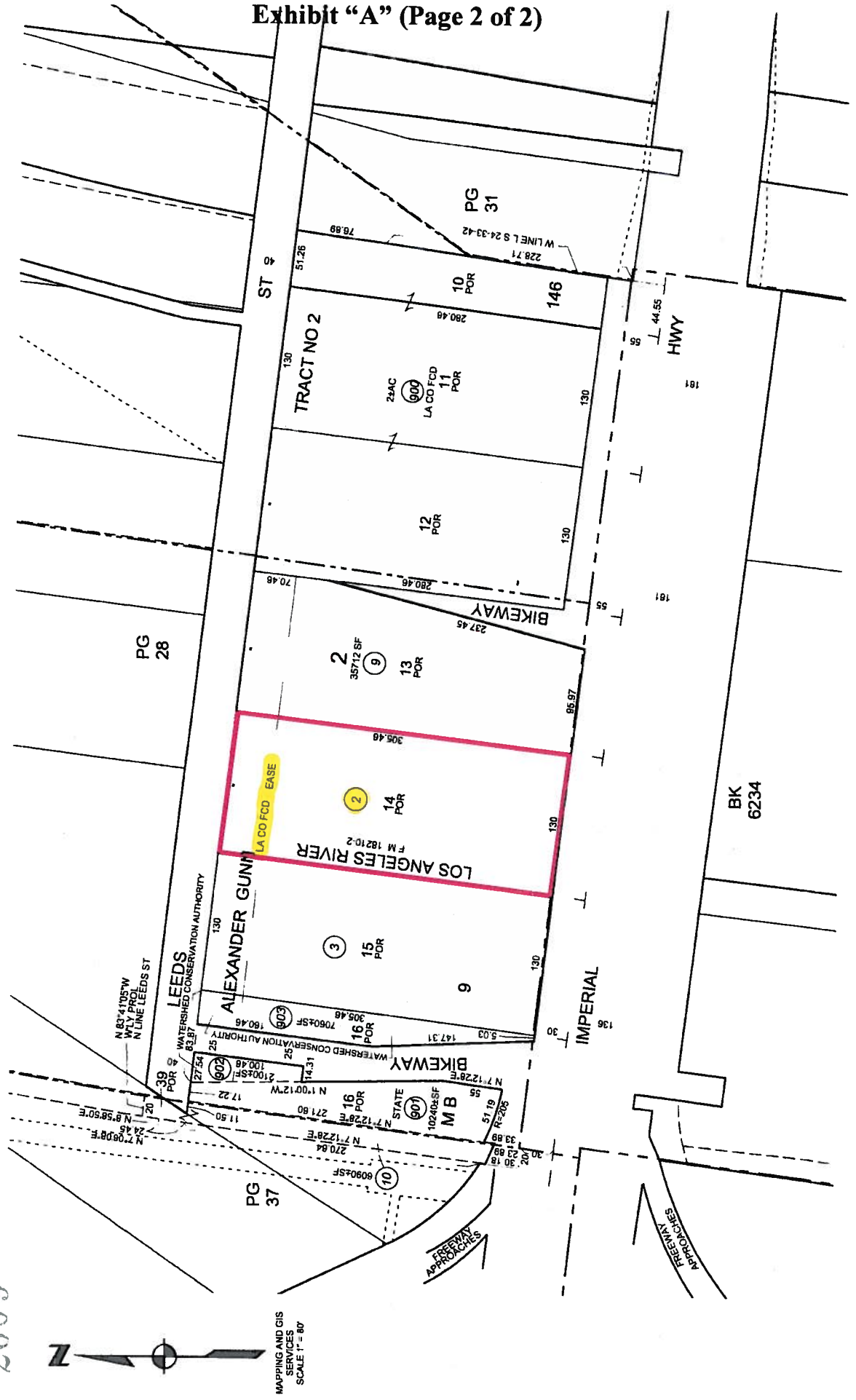
Notes

6233	32 SHEET	P.A. 1900-32 6233-37	TRA 6090 3319	REVISED 1989092004003002.27 2009022510002002.26	SEARCH NO	OFFICE OF THE ASSESSOR COUNTY OF LOS ANGELES COPYRIGHT © 2002
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2009



Exhibit "A" (Page 2 of 2)



MAPPING AND GIS SERVICES
SCALE 1" = 80'

Exhibit "B"

**AGREEMENT TO PURCHASE
LOS ANGELES COUNTY TAX-DEFAULTED PROPERTY
(Public/Taxing Agency)**

This Agreement is made this _____ day of _____, 20____, by and between the Board of Supervisors of Los Angeles County, State of California, and the Los Angeles County Flood Control District (Purchaser), pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

The real property situated within said county, hereinafter set forth and described in Exhibit A attached hereto and made a part hereof, is tax-defaulted and is Subject to the Tax Collector's Power to Sale by said county for the nonpayment of taxes, pursuant to provision of law.

It is mutually agreed as follows:

1. That as provided by Section 3800 of the Revenue and Taxation Code, the cost of giving notice of this agreement shall be paid by the PURCHASER.
2. That the PURCHASER agrees to pay the total purchase price listed for each real property described in Exhibit A within 14 days after the date this agreement becomes effective. Upon payment of said sum to the tax collector, the Tax Collector shall execute and deliver a deed conveying title to said property to PURCHASER.
3. That the PURCHASER agrees that the real property be used for the public use specified on Exhibit A of this agreement.
4. That if said PURCHASER is a taxing agency, as defined in Revenue and Taxation Code section 121, it will not share in the distribution of the payment required by this Agreement.

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy County Counsel

If all or any portion of any individual parcel listed in Exhibit A is redeemed prior to the effective date of this agreement, this agreement shall be null and void only as it pertains to that individual parcel.

§§3791, 3791.3, 3793 R&T Code
Revised 11/15

The undersigned hereby agree to the terms and conditions of this agreement and are authorized to sign for said agencies.

ATTEST:

Fatima Valdez

Los Angeles County
Flood Control District
(Seal)



By

[Signature]

Title

Pursuant to the provisions of Section 3775 of the Revenue and Taxation Code the governing body of the City of South Gate of Los Angeles County hereby agrees to the selling price as provided in this agreement.

ATTEST: _____

City of South Gate

By _____

Mayor

(Seal)

ATTEST: BOARD OF SUPERVISORS, COUNTY OF LOS ANGELES

By _____

Executive Officer-Clerk of
the Board of Supervisors

By _____

Chair of the Board of Supervisors

By _____

Deputy

(Seal)

This agreement was submitted to me before execution by the Board of Supervisors and I have compared the same with the records of Los Angeles County relating to the real property described therein.

Los Angeles County Tax Collector

Pursuant to the provisions of Sections 3775 and 3795 of the Revenue and Taxation Code, the State Controller agrees to the selling price hereinbefore set forth and approves the foregoing agreement this _____ day of _____, _____.

BETTY T. YEE
CALIFORNIA STATE CONTROLLER

By: _____

Jaclyn McQueen, Manager
Government Compensation & Property Tax Standards Section

EXHIBIT A

REAL PROPERTY DESCRIPTION AND PURCHASE PRICE

ITEM	DESCRIPTION
Supervisory District	1
Location	CITY OF SOUTH GATE
Address	VACANT LOT (NO ADDRESS ASSIGNED)
Assessor's Identification Number	6233-032-002
Legal Description	ALEXANDER GUNN TRACT # 2 N 305.46 FT EX OF FLOOD CONTROL EASEMENT OF LOT 14 BLK 2
Size/Area	40,092 SQ. FT.
Agreement Number	2838
First Year of Default	2015
Purchase Price	\$4,307
Purpose of Acquisition	FLOOD CONTROL PURPOSES

Note: The estimated purchase price is based on the amount due as of August 1, 2020, the anticipated completion date, and includes the projected costs of the Chapter 8 Agreement Sale, which consists of notification, publication, postage, title report, recording, and State and transfer taxes, if applicable.



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone (626) 458-5100
<http://dpe.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO
P O BOX 1450
ALHAMBRA, CALIFORNIA 91802-1450

IN REPLY PLEASE
REFER TO FILE

March 19, 2019

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

43 March 19, 2019

CELIA ZAVALA
EXECUTIVE OFFICER

**ENVIRONMENTAL CORE SERVICE AREA
INTRODUCTION AND ADOPTION OF AN ORDINANCE TO AMEND
TITLE 2, ADMINISTRATION, OF THE LOS ANGELES COUNTY CODE
TO DELEGATE AUTHORITY TO THE DIRECTOR OF PUBLIC WORKS
TO PURCHASE REAL PROPERTY
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval of an ordinance to amend Section 2.18.025 of the Los Angeles County Code to extend the expiration date of the delegated authority to the Director of Public Works to purchase real property interests on behalf of the County of Los Angeles where the purchase price is \$75,000 or less for an additional 5 years through and including July 31, 2024.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the introduction and adoption of the proposed ordinance is not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Approve the introduction of an ordinance to amend Section 2.18.025 of the Los Angeles County Code to extend the expiration of the delegated authority to the Director of Public Works to purchase real property interests on behalf of the County of Los Angeles where the purchase price does not exceed \$75,000 for an additional 5 years through and including July 31, 2024.
3. Introduce, waive reading, and place on the Board of Supervisors' agenda for adoption on March 26, 2019, the ordinance that implements the above recommendation, becoming operative on August 1, 2019.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find they are not subject to the California Environmental Quality Act (CEQA) and will extend the Director of Public Works' delegated authority to purchase real property interests on behalf of the County of Los Angeles where the purchase price does not exceed \$75,000 for an additional 5 years through and including July 31, 2024. The Board of Supervisors previous delegated authority to the Director will expire on July 31, 2019, unless renewed.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provision of Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. This action will continue to enable the County to improve effectiveness and enhance customer service by expediting the acquisitions of right of way and processing payments. This action will reduce the number of instances the Board will have to act regarding minor transactions involving the acquisitions of right of way or other real property interests that are valued at \$75,000 or less for County projects or purposes.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Public Works has an ongoing need to acquire rights of way for County projects.

The delegation of authority to purchase property on behalf of the County is authorized by California Government Code, Section 25350.60, which provides:

- (a) "The board of supervisors of a county may, by ordinance, authorize a county officer it deems appropriate to perform any or all acts necessary to approve and accept for the county the acquisition of any interest in real property.
- (b) The authorization shall specify procedures for the exercise of the authority by the officer so designated and shall establish a dollar limit on any purchase price.
- (c) A county officer's authority granted by ordinance under this section may not be effective for more than five years."

The enclosed Ordinance has been prepared by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The Introduction and adoption of the enclosed Ordinance is not subject to CEQA because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. These proposed actions are administrative activities of government, which will not result in direct or indirect physical changes to the environment.

The Honorable Board of Supervisors
3/19/2019
Page 3

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action allows property acquisitions valued at \$75,000 or less to be expedited, minimizing delays in associated construction projects and other County purchases.

CONCLUSION

Please return one adopted copy of this letter and the adopted copy of the Ordinance document to Public Works, Survey/Mapping & Property Management Division. Retain the duplicate for your files.

Respectfully submitted,



MARK PESTRELLA
Director

MP:JTS.ec

Enclosures

c: Auditor-Controller (Accounting Division-Asset
Management)
Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office

CITY MANAGER'S OFFICE

AUG 31 2020

2:30 pm

City of South Gate
CITY COUNCIL

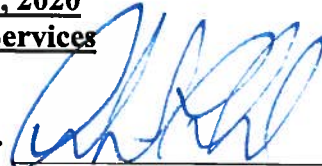
AGENDA BILL

For the Regular Meeting of: September 8, 2020
Originating Department: Administrative Services

Department Director:


Jackie Acosta

City Manager:


Michael Flad

SUBJECT: AMENDMENT NO. 3 TO CONTRACT NO. 2232 WITH ADMINISURE INC., FOR THE ADMINISTRATION OF THE CITY'S SELF-INSURED WORKERS' COMPENSATION PROGRAM

PURPOSE: To approve a 0% increase to AdminSure's monthly service fee for administering the City's Self-Insured Workers' Compensation Program for this fiscal year and a 2% increase for each of the following three fiscal years.

RECOMMENDED ACTIONS:

- a. Approve Amendment No. 3 to Contract No. 2232 with AdminSure Inc., for the administration of the City's Self-Insured Workers' Compensation Program with a 0% rate increase for Fiscal Year 2020/21 and a 2% increase for Fiscal Years 2021/22, 2022/23 and 2023/24; and
- b. Authorize the Mayor to execute Amendment No. 3 in a form acceptable to the City Attorney.

FISCAL IMPACT: Funds, in the amount of \$112,353, were included in the adopted Fiscal Year 2020/21 Municipal Budget for this contract in Account Number 511-220-12-6101 (Risk Management Fund - Professional Services). The total increased cost for Fiscal Year 2020/21 will be \$0. The total increased cost for Fiscal Year 2021/22 will be \$2,220, the total increased cost for Fiscal Year 2022/23 will be \$2,256 and the total increased cost for Fiscal Year 2023/24 will be \$2,304.

ANALYSIS: None.

BACKGROUND: This item was continued from the City Council Meeting of August 25, 2020. AdminSure Inc., has administered the City of South Gate's Self-Insured Workers' Compensation Program since 2005, which includes the ongoing management and oversight of workers' compensation claims. AdminSure continues to deliver excellent service in managing the City's workers' compensation claims. AdminSure requested a 2% increase to AdminSure's monthly claims administration service fee for this fiscal year, effective October 1, 2020, and the following two fiscal years. This adjustment is to help offset AdminSure's increase in business costs. However, the City has been negatively impacted by the COVID-19 Pandemic, just as other cities have, and so the City asked AdminSure if they could reconsider their request for this year. Graciously, AdminSure has offered to take no increase this fiscal year and instead implement the 2% increase for next fiscal year and the two subsequent fiscal years.

The last time there was an increase in AdminSure's monthly service fee was in July 2018. The current monthly fee for AdminSure's services is \$9,224 and it will remain at that amount through and including June 2021. The new monthly fee for Fiscal Year 2021/22 will be \$9,409, which is an increase of \$185 per month. The monthly fee for Fiscal Year 2022/23 will be \$9,597, an increase of \$188 per month. The monthly fee for Fiscal Year 2023/24 will be \$9,789, an increase of \$192 per month.

- ATTACHMENTS:**
- A) Proposed Amendment No. 3
 - B) Amendment No. 2
 - C) Amendment No. 1
 - D) Contract No. 2232

**Amendment No. 3
Contract No. 2232****AMENDMENT NO. 3 TO CONTRACT NO. 2232
FOR THE ADMINISTRATION OF THE CITY'S SELF-INSURED
WORKERS' COMPENSATION PROGRAM BETWEEN
THE CITY OF SOUTH GATE AND ADMINSURE INC.**

This Amendment No. 3 to Contract No. 2232 for the administration of the City's Self-Insured Workers' Compensation Program ("Amendment No. 3"), is made and entered into on September 8, 2020, and is retroactively effective July 1, 2020, by and between the City of South Gate, a municipal corporation ("City"), and AdminSure Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on June 28, 2005, the City Council approved Contract No. 2232 with Consultant ("Agreement") effective July 1, 2005, for the administration of the City's Self-Insured Workers' Compensation Program, in the amount of Five Thousand Nine Hundred Fifty Dollars (\$5,950) per month;

WHEREAS, Amendment No. 1 to the Agreement, effective April 1, 2008, increased the monthly service fee to Eight Thousand One Hundred Ninety Dollars (\$8,190);

WHEREAS, effective July 1, 2014, the monthly service fee increased to Eight Thousand Four Hundred Forty Dollars (\$8,440);

WHEREAS, effective July 1, 2015, the monthly service fee increased to Eight Thousand Six Hundred Ninety-Five Dollars (\$8,695);

WHEREAS, effective July 1, 2016, the monthly service fee increased to Eight Thousand Nine Hundred Fifty-Five Dollars (\$8,955);

WHEREAS, on July 24, 2018, the City Council approved Amendment No. 2 to the Agreement, retroactively effective July 1, 2018, which increased the monthly service fee to Nine Thousand Two Hundred Twenty-Four Dollars (\$9,224); and

WHEREAS, the City and Consultant desire to increase the rate by 0% for Fiscal Year 2020/21, as requested by the City due to financial constraints incurred by the City due to the COVID-19 Pandemic, and agreed to by the Consultant, and by 2% each fiscal year beginning with Fiscal Year 2021/22 through and including Fiscal Year 2023/24 to cover the Consultant's increasing costs of administering the City's Self-Insured Workers' Compensation Program, under the terms and conditions of the Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Paragraph 12 of the Agreement, entitled "Consideration," is hereby deleted in its entirety and replaced with the following language:

"12. CONSIDERATION.

The City shall continue to pay Consultant a monthly service fee for the administration of the City's Self-Insured Workers' Compensation Program of:

- a. Nine Thousand Two Hundred Twenty-Four Dollars (\$9,224) through June 30, 2021.

Effective July 1, 2021 through June 30, 2024, the City shall pay Consultant a monthly service fee for the administration of the City's Self-Insured Workers' Compensation Program of:

- a. Nine Thousand Four Hundred Nine Dollars (\$9,409) per month, effective July 1, 2021, through and including June 30, 2022.
- b. Nine Thousand Five Hundred Ninety-Seven Dollars (\$9,597) per month, effective July 1, 2022, through and including June 30, 2023.
- c. Nine Thousand Seven Hundred Eighty-Nine Dollars (\$9,789) per month, effective July 1, 2023, through and including June 30, 2024."

2. **ENTIRE CONTRACT.**

Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. Without limiting the generality of the foregoing, the Agreement shall remain unchanged during the term of the Agreement. Furthermore, the City reserves the right to augment or reduce the scope of work as the City deems necessary.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 3 to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

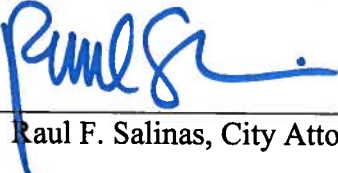
By: _____
Maria Davila, Mayor

Date: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

ADMINSURE INC.

By:  _____
Alithia Vargas-Flores, President

Date: _____

**AMENDMENT NO. 2 TO
WORKERS' COMPENSATION SELF-INSURANCE
SERVICE AGREEMENT**

This Amendment No. 2 ("Amendment") to that certain Workers' Compensation Self-Insurance Service Agreement dated July 1, 2005 (Contract No. 2232) ("Agreement"), between the City of South Gate ("City") and AdminSure Inc., a California Corporation ("AdminSure"), is hereby amended.

RECITALS

WHEREAS, except as to the amendment to Paragraph 12 noted below, the remaining portions of the Agreement shall otherwise stay unchanged and in effect according to its terms; and

WHEREAS, the parties hereto represent and warrant that the signators below are duly authorized to execute this Amendment.

AMENDMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. Paragraph 12 entitled "Consideration" is hereby deleted in its entirety and replaced with the following language:
2. "12. CONSIDERATION. The City shall pay AdminSure \$9,224 per month for Claims Administration Services. AdminSure may increase or decrease the monthly claims administration service fee by giving written notice of the proposed change to the City at least ninety (90) days prior to the effective date of the change."
3. The effective date of this Amendment is July 1, 2018.

CITY OF SOUTH GATE




María Belén Bernal, Mayor

ADMINSURE, INC.



Alithia Vargas-Flores, President

ATTEST:



Carmen Avalos, City Clerk

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

Contract No. 2232

**AMENDMENT NO. 1 TO
WORKERS' COMPENSATION SELF-INSURANCE
SERVICE AGREEMENT**

This Amendment No. 1 ("Amendment") to that certain Workers' Compensation Self-Insurance Service Agreement dated July 1, 2005 ("Agreement"), between the City of South Gate ("City") and AdminSure Inc., a California Corporation ("AdminSure"), is hereby amended.

RECITALS

WHEREAS, the City and AdminSure have met and discussed the City's Workers' Compensation Program and desire to restructure the fees charged by AdminSure to allow for cost savings achieved by the City and AdminSure;

WHEREAS, MedReview Inc. is a wholly owned subsidiary of AdminSure and will continue to serve as the medical bill reviewer and utilization reviewer;

WHEREAS, except as to the amendment to Paragraph 12 noted below, the remaining portion of the Agreement shall otherwise stay unchanged and in effect according to its terms; and

WHEREAS, the parties hereto represent and warrant that the signators below are duly authorized to execute this Amendment.

AMENDMENT

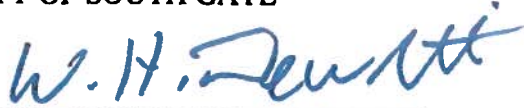
NOW, THEREFORE, the parties hereby agree as follows:

1. Paragraph 12 entitled "Consideration" is hereby deleted in its entirety and replaced with the following language:

"12. CONSIDERATION. The City shall pay AdminSure in accordance with the fee schedule set forth in Attachment "A", attached hereto and incorporated by reference. AdminSure may increase or decrease the service fee by giving written notice of the change to the City at least ninety (90) days prior to the change."

2. The effective date of this Amendment is April 1, 2008.

CITY OF SOUTH GATE



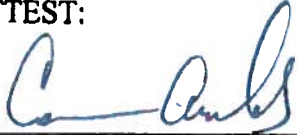
W.H. (Bill) De Witt, Mayor

ADMINSURE INC.



Alithia Vargas-Flores, Vice President

ATTEST:



Carmen Avalos, City Clerk

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

Attachment A

Fee Schedule

<u>Services</u>	<u>Fee Structure</u>
Claims Administration	\$8,190 per month (Average 91 claims per month X \$90 per claim)
Bill Review	\$10 Flat Fee Per Bill
PPO Fee (<i>Pass Through Fee ~ At Cost</i>)	18.5% of Savings (Average)
Utilization Review	4% of billed charges with a \$750 Cap; \$200 per hour physician fee (<i>Pass Through Fee ~ At Cost</i>)

**WORKERS' COMPENSATION SELF-INSURANCE
SERVICE AGREEMENT**

THIS AGREEMENT is entered into this 1st day of July 2005 between the City of South Gate, hereinafter referred to as the "CITY" and ADMINISURE, INC., a California Corporation, doing business as COLEN & LEE, INC., hereinafter referred to as the "Administrator."

WHEREAS, the City has undertaken to self-insure its Workers' Compensation obligation; and

WHEREAS, the Administrator is engaged in the business of administering Workers' Compensation self-insurance programs; and

WHEREAS, the City's desires to retain the services of the Administrator to administer a Workers' Compensation self-insurance program, hereinafter referred to as the "Program," for the City;

NOW, THEREFORE, the City hereby retains the services of the Administrator and the Administrator agrees to perform service for the City under the terms and conditions of this Agreement.

1. **TERM:** This Agreement shall become effective as of July 1, 2005 and shall continue in effect until terminated by the cancellation provision set forth herein.
2. **PERIODIC MEETINGS:** The Administrator shall meet with City staff periodically to:
 - A. Assist the City in developing internal procedures.
 - B. Provide orientation and training on behalf of City personnel involved in the administration of the Program.
 - C. Discuss specific claims and general trends in the Program.
3. **ADVISORY SERVICES:** The Administrator shall provide written advisory bulletins to inform the City of the adoption, amendment or repeal of all statutes, rules and regulation, which directly affect the Program.

4. **REQUIRED FORMS:** The Administrator shall provide the City with all forms required by the State in connection with the Program.

5. **COMPLIANCE WITH LAW:** The Administrator shall administer the Program in full compliance with all laws, rules and regulations governing Workers' Compensation and self-insurance.

6. **CLAIMS ADMINISTRATION:** The Administrator shall have the authority and responsibility to provide claims administration services, which include:

- A. Entering claim information on a log and establishing a claim file upon receipt of an injury report.
- B. Setting and updating reserves.
- C. Arranging for investigation.
- D. Determining compensability.
- E. Preparing and issuing benefit notices and pamphlets.
- F. Arranging for medical treatment from specialists, as necessary.
- G. Initiating and maintaining contact with employees or their attorneys.
- H. Monitoring disability status by reviewing medical reports and calling doctors for updates.
- I. Sending all medical bills to MedReview, Inc., for review, thereafter, timely paying medical bills and MedReview, Inc. invoices. Sending all requests for Utilization Review to MedReview, Inc. and paying invoices for Utilization Review.
- J. Paying mileage reimbursement to employees.
- K. Paying temporary disability compensation when appropriate to do so or advising the City of the need to adjust payroll records when salary continuation is applicable.
- L. Arranging medical exams in conformance with State law to determine whether an employee's medical condition is

- permanent and stationary and what, if any, permanent disability exists.
- M. Paying permanent disability compensation in accordance with the law.
 - N. Arranging for attorney representation whenever the need arises, selecting attorneys from a list approved by the City and notifying the City's Risk Manager when such representation occurs. Instructing outside counsel to copy the City Attorney and Risk Manager on all correspondence and material pleadings in any litigation matter; and instructing the outside counsel to provide the City Attorney and Risk Manager budgets on a regular basis.
 - O. Monitoring attorneys and assisting them in preparing cases.
 - P. Auditing and paying legal expenses.
 - Q. Arranging for vocational rehabilitation services when appropriate.
 - R. Monitoring vocational rehabilitation consultants and assisting them as necessary.
 - S. Auditing and paying vocational rehabilitation expenses.
 - T. Attending all hearings that are required by law.
 - U. Preparing and issuing vocational rehabilitation notices.
 - V. Preparing and issuing permanent disability compensation notices.
 - W. Pursuing subrogation when there is a viable third party.
 - X. Notifying the City's excess insurers of all claims, which exceed or may exceed the self-insurance retention, maintaining a liaison between the City and its excess insurers on matters affecting the handling of such claims and arranging for reimbursement to the City of losses in excess of its self-insurance retention.
 - Y. Obtaining settlement authority and negotiating settlement on appropriate claims.
 - Z. Closing claim files when appropriate to do so.

7. OBLIGATIONS OF THE EMPLOYER: The City shall:

- A. Submit all reports of work injury to the Administrator within one business day of the City's knowledge of the injury.**
- B. Respond to Administrator requests for information and authority within five days of such requests.**
- C. Provide information that is accurate and is in a form specified by the Administrator.**
- D. Grant settlement authority to the Administrator in advance of vocational rehabilitation and legal hearings or be available by phone or in person during those hearings.**

8. CHECKING ACCOUNT: The City and the Administrator agree that:

- A. The City shall establish a checking account from which all Workers' Compensation benefits and expenses are to be paid.**
- B. The Administrator shall prepare checks and issue those checks directly to payees without delay.**
- C. The Administrator shall sign checks manually or with a facsimile signature.**
- D. The Administrator shall secure checks in a locked room accessible to a limited number of personnel.**
- E. The City shall maintain an adequate balance in the checking account to meet all Workers' Compensation obligations without delay.**
- F. The checking account may be used to pay civil penalties in which case the Administrator shall reimburse the City within fifteen days for any amount of the penalty, which the Administrator caused.**

9. ELECTRONIC DATA PROCESSING: The Administrator shall provide the City with electronic data processing services that will allow for the production of loss experience and transaction reports within ten days following the close of

each calendar month. The Administrator shall either print these reports or shall provide the City with electronic media containing the data needed to print such reports.

10. **REGULATORY REPORTING:** The Administrator shall prepare all reports required by State regulatory agencies in connection with the Program, including the Self-Insurer's Annual Report required by the Department of Self-Insurance Plans.

11. **RECORDS:** The Administrator shall establish and maintain claim files, claim logs, transaction documents and all other records associated with the Program. These records shall be the property of the City and shall be available, on five (5) days notice, for review or transfer to another custodian. Unless this Agreement is canceled, closed files shall be stored by the Administrator for five (5) years and shall thereafter become the responsibility of the City. Upon cancellation of this Agreement, the City shall be responsible for maintaining and storing all records. The Administrator shall not dispose of or destroy these records without the prior, written authorization of the City.

12. **CONSIDERATION:** The City shall pay the Administrator \$5,950.00 per month for claims administration services rendered. After the initial six (6) months of claims administration the Administrator may increase the service fee if the number of claims is higher than anticipated. The initial monthly fee quotation was based on administering 85 open claims at the rate of \$70.00 per claim, per month.

After the first year of this Agreement, the Administrator may increase or decrease the service fee by giving written notice of the change to the City at least ninety (90) days prior to the change.

There is a one-time data conversion fee which would be charged at cost at \$125.00 per hour and is due and payable upon completion of data conversion.

13. **ALLOCATED/OTHER EXPENSES:** The City shall pay for field investigation, defense attorneys, legal costs, remote photocopy, engineering experts, accident reconstruction experts, medical bill review, utilization review services, process servers, messenger service, court reporters, vocational rehabilitation consultants, structured settlement consultants and translators.

14. **PENALTIES:** The Administrator shall be responsible for paying or appealing penalties that are caused by the Administrator. The Administrator shall not be responsible for penalties that are caused by the City or any third parties.

15. **INDEMNIFICATION:** The Administrator shall indemnify, hold harmless, and defend the City from all claims, legal actions, losses, expenses, injuries or damages arising out of the Administrator's negligence or intentional wrongdoing incident to the performance of this Agreement.

16. **INSURANCE:** The Administrator shall:

- A. Maintain in force at all times General Liability Insurance in the amount of One Million (\$1,000,000) Dollars per occurrence combined single limit.
- B. Maintain in force at all times Professional Liability Insurance in the amount of One Million (\$1,000,000) Dollars per occurrence combined single limit.
- C. Maintain in force at all times a Fidelity Bond in the amount of One Million (\$1,000,000) Dollars.
- D. Maintain in force at all times Workers' Compensation Insurance for employees of the Administrator, as required by law.
- E. Notify the City, in writing, thirty (30) days prior to any cancellation or reduction in the above coverage's.

F. Maintain evidence of the above coverage's on file with the City throughout the term of this Agreement.

17. **NOTICES:** All notices, demands, requests, or approvals which are required under this Agreement, or which either the City or the Administrator may desire to serve upon the other, shall be in writing and shall be conclusively deemed served when delivered personally, or forty-eight (48) hours after the deposit thereof in the United States Mail with postage pre-paid.

18. **CANCELLATION:** This Agreement may be cancelled by either party giving to the other, in writing, notice of its intention to cancel this Agreement at least sixty (60) days prior to the date of termination. Upon the date of termination of this Agreement, or the date on which records are transferred to another custodian, whichever occurs first, the Administrator shall no longer have the authority or responsibility to administer the City's claims.

19. **PARTIAL INVALIDITY:** If any provision of this Agreement is held by a competent court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

20. **GOVERNING LAW:** The validity of this Agreement and of any of its terms and provisions shall be interpreted pursuant to the Laws of the State of California.

21. **INTERPRETATION:** The terms and conditions of this Agreement shall be construed pursuant to their plain, ordinary meaning and shall not be interpreted against the maker.

22. **ASSIGNMENT:** The Administrator shall not assign, sublet or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations of this Agreement without the prior, written consent of the City.

23. CONFLICT OF INTEREST: The Administrator agrees not to enter into any activity or business arrangement, which is likely to result in a conflict between the interests of the City and the interests of any third parties.

24. ENTIRE CONTRACT: This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect. Subsequent modifications shall be made in writing with the agreement of both parties.

Approved on June 28, 2005

CITY OF SOUTH GATE

COLEN AND LEE, INC.



Gregory Martinez, Mayor



Bernard Colen, President

ATTEST:



Carmen Avalos, City Clerk

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

SEP 01 2020

CITY COUNCIL

2:25 pm

AGENDA BILL

For the Regular Meeting of: September 8, 2020

Originating Department: Public Works

Department Director:

Arturo Cervantes

City Manager:

Michael Flad

SUBJECT: APPROVE A DEED RESTRICTION WITH THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION AND THE NATIONAL PARKS SERVICE FOR THE URBAN ORCHARD PROJECT

PURPOSE: To approve a Deed Restriction required for the Land and Water Conservation Fund Competitive Program, Grant No. 06-01817, by the California Department of Parks and Recreation and the National Park Service, United States Department of Interior for the Urban Orchard Project (Project).

Council Member Hurtado should consider recusing himself from taking action on this item as he lives within close proximity to the proposed project site located at 9475 W. Frontage Road.

RECOMMENDED ACTIONS:

- a. Approve the Deed Restriction with the California Department of Parks and Recreation and National Park Service as necessary to meet the requirements placed on Land and Water Conservation Fund Competitive Program, Grant No. 06-01817 awarded to the Urban Orchard Project, City Project No. 539-PRK (Project); and
b. Authorize the Mayor to execute the deed restriction in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no impact to the General Fund. The Deed Restriction is required to meet compliance with the National Park Service, Land and Water Conservation Grant Fund Competitive Program.

ANALYSIS: The National Park Service, Land and Water Conservation Fund (LWCF) Competitive Program is administered by the California Department of Parks and Recreation. The LWCF program promotes the conservation and development of open space to improve recreation. In 2018, the City was awarded a LWCF grant in the amount of \$3,000,000 for the Urban Orchard Project. The LWCF grant, amongst other conditions, requires the imposition of a Deed Restriction with the following parameter in order to be consistent with the grant:

- The property owner, the City in this case, must record a Deed Restriction on the title of the property to receive grant funds and reimbursements.
The Deed Restriction is a restriction on the title of the property, safeguarding the property for purposes consistent with the grant. By approving the Deed Restriction, the City agrees to maintain the property for public outdoor recreation in perpetuity. If the property is subsequently used in a different manner, the State "may pursue any and all available legal and equitable remedies to enforce the term and conditions of the deed restriction."
The Deed Restriction will be effective September 23, 2019 and continue in perpetuity.

- The Deed Restriction is irrevocable and is an enforceable restriction per California's constitution.
- The Deed Restriction will be deemed "servitudes upon and burden" to the land, meaning that the Deed Restriction will be transferable if the land is sold.

BACKGROUND: The Urban Orchard Project is a part of the Capital Improvement Program. The project proposes to construct a new passive park along the Los Angeles River. A primary purpose of the project is to divert and treat storm water run-off from the Los Angeles River. The Urban Orchard Park is also planned to have recreational features such as a constructed wetlands, wetland overlook, natural play area, multi-use exercise loops, and sculptural art locations. The first phase of the Urban Orchard Project will take place on a 7-acre site located at 9475 W. Frontage Road. This site is located between Firestone Boulevard to the north, the Thunderbird Villas Mobile Home Park to the south, the Los Angeles River to the west and I-710 Freeway to the east.

In 2018, staff submitted an application to the National Park Service, Land and Water Conservation Fund, Competitive Program administered by California Department of Parks and Recreation. The Project was selected and awarded a \$3,000,000 grant. The LWCF grant will fund construction of improvements such as rough and fine grading, elements for the education garden, and landscape improvements.

One of the requirements of the grant is a Deed Restriction. The LWCF requires the Deed Restriction to prevent other uses on the property. As such, once the project is completed, the City may not re-purpose without jeopardizing the grant funds.

It is noted that the City acquired the 9475 W. Frontage Road property from the Redevelopment Agency, and it is now under the purview of the Successor Agency. The property was acquired, at no cost, after the City established that the property was necessary for a planned public use, which is a component of Caltrans' long range improvement plans for the extension/expansion of the I-710 Corridor and the I-710 Livability Initiative. The I-710 Corridor Project proposes to extend Southern Avenue easterly, over the Los Angeles River, and construct an access road from the extended roadway segment. The access road would be constructed across the 9475 W. Frontage Road property, connecting Southern Ave to Frontage Road to enhance access to the Thunderbird Villas Mobile Home Park. If the access road is constructed on the property, the Deed Restriction will be required to be removed from the title and the City will be required to reimburse the California Department of Parks and Recreation the grant funds.

ATTACHMENTS: A. Deed Restriction Agreement
B. Location Map

GD:lc

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: Karen Sims

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

- I. WHEREAS, the City of South Gate (hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and
- II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And
- III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the Land and Water Conservation Fund, Competitive Program for improvements on the Property; and
- IV. WHEREAS, on September 23, 2019, DPR's Office of Grants and Local Services and the National Park Service approved Grant 06-01817, (hereinafter referred to as "Grant") for improvements on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and
- V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the Land and Water Conservation Fund, Competitive Program and the funds that are the subject of the Grant could therefore not have been granted; and

VI. WHEREAS, Owner(s) has/have elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from September 23, 2019 through perpetuity.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction.

In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. **SEVERABILITY.** If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: September 8, 2020

Business Name (if property is owned by a business): Not Applicable

Owner(s) Name(s): City of South Gate

Signed: _____

Maria Davila, Mayor
PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
(ADDITIONAL SIGNATURE, AS REQUIRED)

Date: _____

ATTEST:

Carmen Avalos, City Clerk

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

****NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE****

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, a Notary Public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

**EXHIBIT A
(LEGAL DESCRIPTION OF PROPERTY)**

(9475 Frontage Road, South Gate, CA)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SOUTH GATE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

That portion of Rancho San Antonio, in the City of South Gate, County of Los Angeles, State of California, as per Map recorded in Book 1, Page 389, of Patents in the Office of the County Recorder of said County, described as follows:

Beginning at the southwesterly corner of land conveyed to State of California by Deed recorded July 26, 1954, in Book 45149, Page 322, of Official Records of said County;

Thence north $7^{\circ}10'19''$ east along the westerly line of said land, 788.81 feet to the southerly line of the I. Heyman Tract, as per Map recorded in Book 7, Page 249 of Deeds, in said Office;

Thence south $82^{\circ}47'55''$ east, along said southerly line, 48.00 feet;

Thence south $0^{\circ}58'07''$ west, 350.86 Feet;

Thence southerly along a curve, tangent to said last-mentioned course, concave westerly and having a radius of 1,958 feet through an angle of $5^{\circ}13'26''$, an arc distance of 178.52 feet;

Thence south $6^{\circ}11'33''$ west, tangent to said curve, 261.65 feet to a point on the southerly line of said land conveyed to State of California, distant thereon 101.57 feet easterly from said southwesterly corner;

Thence westerly along said last-mentioned southerly line, 101.57 feet to the Point of Beginning.

Except all minerals, oil, gases and other hydrocarbons in or under said land but without the right to drill through the surface thereof as reserved in Deed from the State of California recorded February 18, 1957 in Book 53667, Page 446, of Official Records.

Parcel 2:

That portion of Rancho San Antonio, in the City of South Gate, County of Los Angeles, State of California, as described as follows:

Beginning at a point in the North Line of Southern Avenue (formerly Stuart and Gray Road) as shown on County Surveyor Map 7228, on file in the Office of the Surveyor of Said County, distant along said North Line north $82^{\circ}57'10''$ West 1579.61 feet from the west line of Garfield

Quitclaim Deed
Legal Description
A-1

Avenue (formerly Perry Road) as shown on County Surveyor Map 7227 in said Surveyor's Office;

Thence along the north line of Southern Avenue north $82^{\circ}57'10''$ west to the east line of the 100 foot strip described in Deed to Los Angeles Gas and Electric Corporation recorded in Book 2628, Page 367, of Official Records, in the Office of the County Recorder of said County;

Thence northerly along said east line to the south line of I. Heyman Tract, as per Map attached to Deeds Book 7, Page 249;

Thence easterly along said south line to a point distant westerly along said line 1582.80 feet from said west line of Garfield Avenue;

Thence southerly in a direct line to the Point of Beginning.

Except therefrom that portion lying westerly of a line described as follows:

Beginning at a point in the center line of Southerly Avenue as shown on County Surveyor's Map No. 8-1643 on file in the Office of the Surveyor of said County, distant north $82^{\circ}57'40''$ west thereon 1914.11 feet from its intersection with the centerline of Garfield Avenue, formerly Perry Road, 40 feet wide as shown on said County Surveyor Map;

Thence north $7^{\circ}03'47''$ east 649.01 feet to the beginning of a tangent curve, concave to the east and having a radius of 125.00 feet;

Thence northeasterly along said curve 73.21 feet to the beginning of a tangent curve concave to the west and having a radius of 175.00 feet;

Thence northerly along said last mentioned curve 102.50 feet to the end of said curve;

Thence tangent thereto south $7^{\circ}03'47''$ east 916.08 feet to a point in the centerline of Firestone Boulevard 100 feet wide, distant along said mentioned centerline north $79^{\circ}53'58''$ west 22.92 feet from the beginning of a tangent curve designated as Station 129+51.78 on Map No. 8-1659 in the Office of said Surveyor.

Said land is also shown on that certain Record of Survey 3920, in the City of South Gate, County of Los Angeles, State of California, as per Map recorded in Book 93, Page 20 of Record of Surveys in the Office of the County Recorder of said County.

Situs: 9475 FRONTAGE ROAD, SOUTH GATE, CA 90280
APN: 6222-001-916

KS

EXHIBIT B

State of California - Natural Resources Agency
Department of Parks and Recreation
GRANT CONTRACT
Land and Water Conservation Fund
Competitive

GRANTEE City of South Gate

PROJECT TITLE URBAN ORCHARD

PROJECT NUMBER 06-01817

GRANT PERFORMANCE PERIOD is from September 23, 2019 thru June 30, 2022

The GRANTEE agrees to the terms and conditions of this contract, hereinafter referred to as AGREEMENT, and the State of California, acting through its Liaison Officer pursuant to the program named above, and agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the GRANT SCOPE as defined in the GRANT SCOPE/Cost Estimate Form of the APPLICATION filed with the State of California referenced by the project number indicated above.

PROJECT DESCRIPTION:

Create the new Urban Orchard Park in the City of South Gate. Construct a new playground, walking path and bikeway, exercise equipment, community garden, and restrooms.

Total State Grant not to exceed \$3,000,000.00 (or 50% of the total project, whichever is less.)

Rate of Reimbursement 50.15%

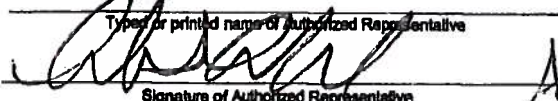
City of South Gate

Grantee

The General and Special Provisions attached are made a part of and incorporated into the Contract.

By Michael Flad

Typed or printed name of Authorized Representative



Signature of Authorized Representative

Address 8650 California Ave., South Gate, CA 90280


By 

Date 12/12/19

Title City Manager

Date 11/27/2019

CERTIFICATION OF FUNDING

CONTRACT NO C8963011	AMENDMENT NO	FISCAL SUPPLIER I.D. 000026800			PROJECT NO. 06-01817
AMOUNT ENCUMBERED BY THIS DOCUMENT \$3,000,000.00		FUND. Federal Trust Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-0890	CHAPTER 29	STATUTE 18	FISCAL YEAR 2019/20
TOTAL AMOUNT ENCUMBERED TO DATE \$ 3,000,000.00		INDEX 1091	OBJ. EXPEND 702	ACTIVITY CODE 69020	PROJECT / WORK PHASE 061012-00
T.B.A. NO.	I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
B.R. NO.	ACCOUNTING OFFICER'S SIGNATURE 			DATE <u>1/16/20</u>	

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
Land and Water Conservation Fund
Grant Contract Provisions

Part I - Definitions

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual.
- D. The term "project" as used herein means a Land and Water Conservation Fund grant which is subject to the project agreement and/or its subsequent amendments.
- E. The term "State" as used herein means the State or Territory which is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.

B. The State agrees that the property described in the project agreement and the NPS signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the Code of Federal Regulations. This replacement land becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Section II.B above.

D. The State agrees to comply with the policies and procedures set forth in Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.

E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the Code of Federal Regulations).

F. The State agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.

G. Nondiscrimination

1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.

2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. Applicable Federal Circulars

The State shall comply with applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project, including:

- OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments;
- 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior;
- A-87, Cost Principles for State, Local, and Indian Tribal Governments; and
- A-133, Audits of States, Local Governments, and Non-Profit Organizations.

B. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.

2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as

the official representative of the State to act in connection with the application and to provide such additional information as may be required.

3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.

2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible administrative expenses.

3. The State will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.

4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.

6. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.

7. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.

8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.

9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.

10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

11. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

12. The State will comply with "Minority Business Enterprises" and "Women's Business Enterprises" pursuant to Executive Orders 11625 and 12138 as follows:

- (1) Place minority and women business firms on bidder's mailing lists.
- (2) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
- (3) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
- (4) The Department of the Interior is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

The National Park Service Regional Offices will work closely with the States to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

13. The State will comply with the intergovernmental review requirements of Executive Order 12372.

D. Construction Contracted for by the State Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).
2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project.
3. State and local governments are authorized to substitute copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the GRANTEE prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

G. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or

on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the State certifies, as follows:

The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
- (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

I. Civil Rights Assurance

The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the

applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant

J. Debarment and Suspension

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

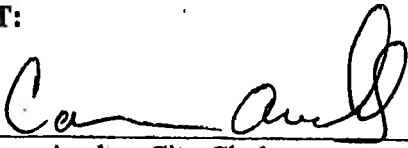
K. Hold Harmless

The Grantee shall indemnify the State of California and its officer, agents and employees against and hold the same free and harmless from any and all claims, demands, damages, losses, costs, and/or expenses of liability due to, or arising out of, either in whole or in part, whether directly or indirectly, the organization, Development, construction, operation, or maintenance of the Project.

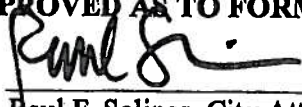
AGREEMENT WITH THE STATE OF CALIFORNIA – NATURAL RESOURCES
AGENCY- DEPARTMENT OF PARKS AND RECREATION
GRANT CONTRACT, LAND AND WATER CONSERVATION FUND, COMPETITIVE

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

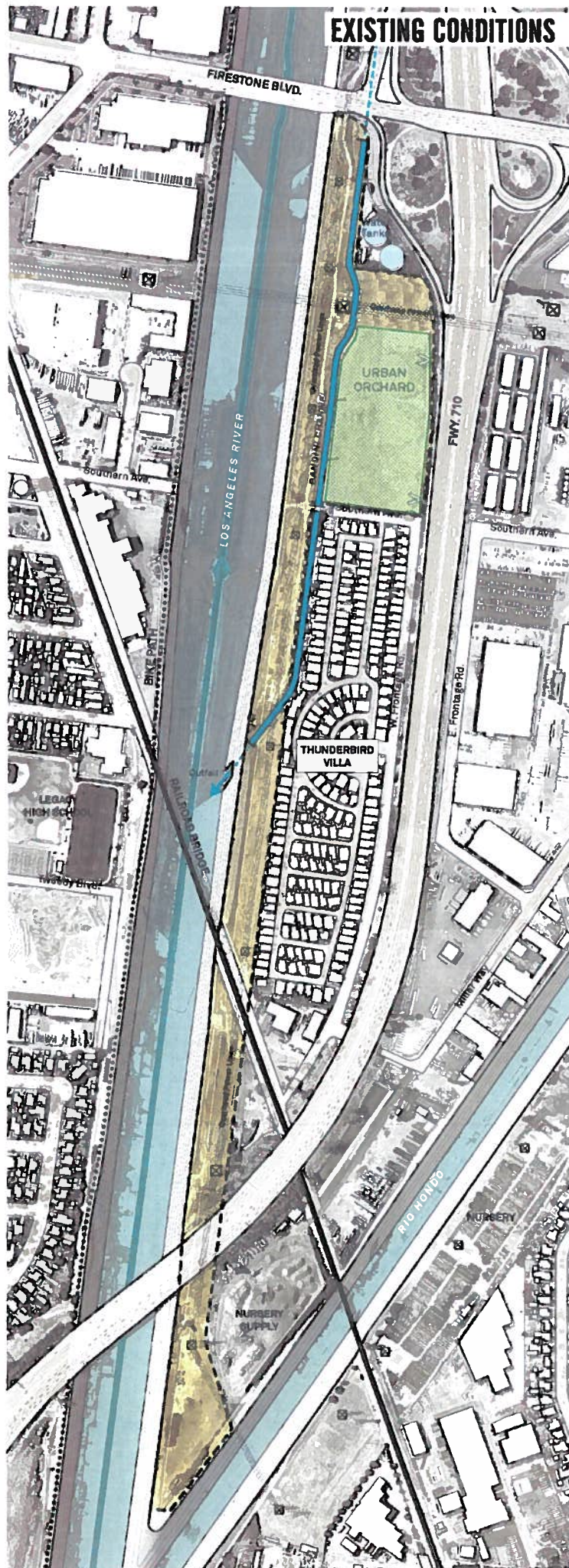
ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

EXISTING CONDITIONS



SEP 02 2020

10:30 A.M.

City of South Gate

Item No. 8

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: September 8, 2020

Originating Department: Public Works

Department Director:


Arturo Cervantes


City Manager:


Michael Flad

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND SUBMIT TRANSFER AGREEMENT NO. 2020MP77 WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR SAFE, CLEAN WATER PROGRAM FUNDS, MUNICIPAL PROGRAM AND SUBSEQUENT ANNUAL EXPENDITURE PLANS, AND ANNUAL REPORTS THROUGH FISCAL YEAR 2023/24

PURPOSE: Approve, and authorize the City Manager to execute and submit, Transfer Agreement No. 2020MP77 and subsequent Annual Expenditure Plans and Annual Reports, which are required to receive \$1 Million in Measure W Funds, annually starting Fiscal Years 2020/21. Measure W, the Safe, Clean Water Program, ballot measure was successfully passed by the voters on November 6, 2018. The City must adopt the proposed Resolution to receive its allocation of the Measure W Program funds.

RECOMMENDED ACTION: Adopt Resolution approving Transfer Agreement No. 2020MP77 with the Los Angeles County Flood Control District for Safe, Clean Water Program funds for Fiscal Years 2020/21 through 2023/24, in the amount of \$1 Million annually, and authorizing the City Manager to execute and submit the Transfer Agreement and subsequent Annual Expenditure Plans and Annual Reports.

 **FISCAL IMPACT:** There is no impact to the General Fund. County-wide, the Safe, Clean Water (SCW) Program is estimated to generate up to \$285 Million annually in special tax revenue. The City's estimated annual allocation for FY 2019/20 was approximately \$1 Million, and is scheduled to be received this fiscal year in one lump sum payment.

ANALYSIS: On November 6, 2018, the Safe, Clean Water (SCW) Program, colloquially known as the Measure W ballot measure, was successfully passed by voters. The SCW Program provides local, dedicated funding to increase water supply, improve water quality, and provide community enhancements throughout Los Angeles County (LA County). The SCW Program is a special parcel tax that will be assessed at a rate of 2.5 cents per square foot of impermeable surface area on private property in the LA County Flood Control District. Publicly-owned parcels, including schools, are exempt under state law. The SCW Program is estimated to generate \$285 Million annually. Revenues will be allocated as follows:

- **District Program:** Ten percent of the funds collected are allocated to the LAFCD for program administration and for the development and implementation of capacity building programs including: public education program, local workforce job training and school education programs.
- **Municipal Program:** Forty percent of the funds collected are allocated to municipalities within the District, for which a transfer agreement is needed to collect the funds.

- **Regional Program:** Fifty percent of the funds collected are allocated to the nine watershed areas to fund regional watershed-based, multi-benefit projects, to provide technical resources, and to conduct scientific studies.

With the approval of Measure W, the first annual parcel tax is being collected on the tax bills for Fiscal Year 2019/20. The transfer agreements for the Municipal Program will disburse funds to the municipalities in proportion to the tax collected in each jurisdiction on an annual basis. The funds received are to be used for implementation, operations and maintenance, and administration of eligible projects and programs; consequently, the City is required to execute the proposed Transfer Agreement and submit an Annual Expenditure Plan. The following are the highlights of the Transfer Agreement:

- The Transfer Agreement for the Municipal Program will expire June 30, 2024.
- An Annual Expenditure Plan must be submitted on an annual basis to the LAFCD. The City's Annual Expenditure Plan for FY 2020/21 is due 45-days after execution of the proposed Transfer Agreement. For subsequent years, the Annual Expenditure Plan is due 90-days prior to the beginning of the fiscal year for which the funds are programmed to be spent.
- Annual Reports are due annually, six months after close of Fiscal Year for which the funds were spent.
- Audit reports are due nine months after the end of the 3rd Fiscal Year (i.e., March 31, 2024, covering July 2020 through June 2023).
- The City has five years to expend its annual allocation. If the funds are not expended, the funds shall be returned to LAFCD.
- Funds may only be utilized on eligible program expenses.
- Program revenue shall be kept in an interest bearing account.

BACKGROUND: Since 2001, the City's storm drain system is regulated by the State Water Resources Control Board (State Water Board) under the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit. The MS4 system receives stormwater and non-stormwater discharges that flow over the urban landscape. The flows may pick up pollutants generated by urban activities such as: metals, bacteria, pesticides, fertilizers and trash. Polluted stormwater and non-stormwater discharges conveyed through the MS4 ultimately reach receiving waters, resulting in adverse water quality impacts. The City's receiving waters are the Los Angeles River and Compton Creek.

As new iterations of the permit have been adopted by the State Water Board, the implementation costs have only increased. Prior to Measure W passing, agencies had no dedicated revenue source to pay for the implementation of the MS4 Permit. The SCW Program provides local, dedicated funding to increase water supply, improve water quality, and provide community enhancements throughout LA County. The City's annual allocation will help with some of the costs of compliance.

Eligible program expenses must be related to the objective to increase water supply, improve water quality, and provide community enhancements. They include tasks such as the following: (a) stormwater infrastructure development, planning, scientific and technical studies, stormwater or urban runoff modeling and monitoring, grant applications, construction, operations and maintenance, and inspection, (b) real property acquisition, (c) projects or studies to pilot or investigate new technologies or methodologies to increase or improve stormwater or urban runoff capture or reduce stormwater or urban runoff pollution for improving water quality, increasing local water supplies, or improving the quality of life for communities, (d) the modification, upgrade, retrofit, or expansion of an existing project to incorporate new elements to increase stormwater or urban runoff capture and reduce stormwater or urban runoff pollution

to provide an additional water quality benefit, water supply benefit, or community investment benefit, and (e) debt financing, should the LACFCD or a municipality determine that bonds or loans are prudent and necessary to implement projects or programs.

A municipality must spend at least 70 percent of its Measure W funds annually on eligible expenses related to projects or programs implemented on or after November 6, 2018, which also includes operations and maintenance of projects built to comply with the MS4 Permit; so long as the project complies with the Measure W program requirements. The 30 percent Maintenance of Effort funds may be used to pay for costs and expenses incurred on or after November 6, 2018, related to the continuation of programs implemented or maintenance of projects.

Below is the list of programs approved in the FY 2020/21 Municipal Budget funded by Measure W.

Safe, Clean Water Eligible Expense	Budget
City Staff Time	\$25,159
Annual Catch Basin Cleaning	\$105,525
Lower Los Angeles River Watershed Management Plan	\$177,000
NPDES & TMDL Program	\$112,000
Miller Way Site Soil Sampling	\$5,000
TMDL Monthly Fees	\$10,000
Regional Water Quality Control Board Permit Fees	\$10,000
Total	\$444,684
Portion of \$1M Revenue Not Programmed	\$555,316

Staff will program the remaining funds of \$555,316, and request approval by Council at a future date.

- ATTACHMENTS:**
- A. Proposed Resolution (with Transfer Agreement)
 - B. Estimated Municipal Allocation

GD:lc

RESOLUTION NO. _____

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, APPROVING TRANSFER AGREEMENT NO. 2020MP77 WITH
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR CLEAN, WATER
PROGRAM FUNDS FOR FISCAL YEARS 2020/21 THROUGH 2023/24 IN THE
AMOUNT OF \$1 MILLION ANNUALLY, AND AUTHORIZING THE CITY MANAGER
TO EXECUTE AND SUBMIT THE TRANSFER AGREEMENT AND SUBSEQUENT
ANNUAL EXPENDITURE PLANS AND ANNUAL REPORTS**

WHEREAS, on November 6, 2018, Measure W, the Safe, Clean Water ("SCW") Program ballot measure, was successfully passed by the voters;

WHEREAS, the SCW Program provides local, dedicated funding to increase water supply, improve water quality, and provide community enhancements throughout Los Angeles County ("LA County");

WHEREAS, the City is scheduled to receive an estimated \$1,000,000 annually starting Fiscal Year 2020/21 in funding from SCW Program;

WHEREAS, to receive the SCW Program funds, the City of South Gate ("City") is required to execute and submit the Transfer Agreement between the Los Angeles County Flood Control District ("Transfer Agreement"), attached hereto as Exhibit "A", and subsequent Annual Expenditure Plans and Annual Reports, 45 days after execution of the Transfer Agreement;

WHEREAS, authorizing the City Manager to execute and submit the Transfer Agreement, Annual Expenditure Plans and Annual Reports will facilitate the receipt of the SCW Program funds.

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

SECTION 1. The City Council hereby declares the foregoing recitals are true and correct.

SECTION 2. The City Council hereby approves the Transfer Agreement for Fiscal Years 2020/21 through and including 2023/24, attached hereto as Exhibit "A."

SECTION 3. The City Council hereby authorizes the City Manager, or his designee, to execute and submit the Transfer Agreement, Annual Expenditure Plan and Annual Report for Fiscal Year 2020/21.

SECTION 4. The City Council hereby authorizes the City Manager, or his designee, to make revisions to the subsequent Annual Expenditure Plans and Annual Reports for the remaining Fiscal Years through and including 2023/24.

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

PASSED, APPROVED and ADOPTED this 8th day of September 2020.

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

EXHIBIT A

Municipal Program
Agreement No.: 2020MP77

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
THE CITY OF SOUTH GATE
AGREEMENT NO. 2020MP77
SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of June 25, 2020 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and South Gate, hereinafter referred to as "Municipality."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, pursuant to Section 16.04.A.2. of the Los Angeles County Flood Control District Code, forty percent (40%) of annual SCW Program tax revenues shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality, to be expended by those cities within the cities' respective jurisdictions and by the County within the unincorporated areas that are within the boundaries of the District, for the implementation, operation and maintenance, and administration of Projects and Programs, in accordance with the criteria and procedures established in this Chapters 16 and 18 of the Los Angeles County Flood Control District Code;

WHEREAS, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds;

WHEREAS, the County of Los Angeles Board of Supervisors has approved a standard template Agreement, as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code, for the transfer of SCW Program funds to Municipalities.

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

"Annual Plan" means the plan referred to in Section 18.09.B.5 of the Code that includes the contents specified in Exhibit A.

"Code" means the Los Angeles County Flood Control District Code.

"Days" means calendar days unless otherwise expressly indicated.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Safe Clean Water (SCW) Program Payment" means the Municipality's annual allocation of SCW Program funds as described in Section 16.04.A.2. of the Code disbursed by the District to the Municipality.

"Year" means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Municipality designate the following individuals as the primary points of contact and communication regarding the Municipal Program and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Municipality: South Gate	
Name:		Name:	Arturo Cervantes, P.E.
Address:		Address:	8650 California Avenue
Phone:		Phone:	(323) 563-9567
Email:		Email:	acervantes@sogate.org

Either party to this Agreement may change the individual identified as the primary point of contact above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – ANNUAL PLAN CONTENTS

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

7

IV. MUNICIPAL PROGRAM IMPLEMENTATION

- A. The Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan for the 2020-21 Fiscal Year shall be submitted to the District no later than 45-days after the execution of this Agreement by the last party to sign. An Annual Plan for each subsequent Fiscal Year shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.
- B. The Municipality shall utilize the SCW Program Payments in compliance with Chapters 16 and 18 of the Code.
- C. The Municipality shall comply with the terms and conditions in Exhibits B, C, and D, of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code, specifically including, without limitation, Section 18.06.

V. SCW PROGRAM PAYMENTS TO MUNICIPALITIES

- A. The District shall disburse the Municipality's SCW Program Payment for the 2020-21 Fiscal Year within 45-days of the signed executed Agreement or within 14-days of the District's receipt of the Annual Plan for 2020-21 Fiscal Year in compliance with Exhibit A, whichever comes later. The initial disbursement of SCW Program Payments shall include the amount of revenue collected by the District at the time of Agreement execution; any additional funds that are subsequently collected will be disbursed by August 31, 2020.
- B. SCW Program Payments in subsequent Fiscal Years will generally be available for disbursement by August 31, provided a duly executed transfer agreement is in effect and subject to the Municipality's compliance with the conditions described in paragraph C, below; however the District may, in its discretion, change the date and number of the actual disbursements for any Fiscal Year based on the amount and timing of revenues actually collected by the District.
- C. For subsequent Fiscal Years, the District shall disburse the Municipality's SCW Program Payment upon satisfaction of the following conditions: (1) the District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06.D of the Code; (2) the District has received Municipality's Annual Plan for that Fiscal Year, and (3) the Municipality has complied with the audit requirements of Section B-6 of Exhibit B.
- D. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- E. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

VI. Term of Agreement

This Agreement shall expire at the end of the 2023-24 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

VII. Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Municipality hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Municipality: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF SOUTH GATE:


ATTEST:

By: _____
Maria Davila, Mayor

By: _____
Carmen Avalos, City Clerk
(SEAL)

Date: _____

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT A – ANNUAL PLAN CONTENTS

- A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.**
- A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.**
- A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.**
- A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.**
- A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.**
- A-6. Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.**
- A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.**

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Payments distributed to the Municipality shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Municipality only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Municipality shall not be entitled to interest earned on undisbursed SCW Program Payments; interest earned prior to disbursement is property of the District.
3. The Municipality shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Municipality shall be strictly accountable for all funds, receipts, and disbursements for their SCW Program Payment.

B-2. Acknowledgement of Credit and Signage

The Municipality shall include appropriate acknowledgement of credit to the District's Safe, Clean Water Program for its support when promoting activities funded with SCW Program funds or using any data and/or information developed SCW Program funds. When the SCW Program Payment is used, in whole or in part, for construction of an infrastructure Project, signage shall be posted in a prominent location at Project site(s) or at the Municipality's headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the SCW Program Payment is used, in whole or in part, for a scientific study, the Municipality shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property - Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Municipality that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County

Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Municipality shall not assign this Agreement.

B-6. Audit and Recordkeeping

1. The Municipality shall retain for a period of seven (7) years, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Payments. The Municipality, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Payments and expenditures.
2. The Municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of this Agreement and all requirements applicable to the Municipality contained in chapters 16 and 18 of the Code. Municipality shall obtain an independent audit of their SCW Program Payments every three (3) years. Audits shall be funded with Municipal Program funds.
3. Municipality shall file a copy of all audit reports by the ninth (9th) month from the end of each three (3) year period to detail the preceding three (3) years of expenditures. Audit reports shall be posted on the District's publicly accessible website.

Every Third Fiscal Year		
Fiscal Year	Audit Begins	Audit Report Due to District
2020-21	7/1/2023	No later than 3/31/2024

4. Upon reasonable advanced request, the Municipality shall permit the Chief Engineer to examine the infrastructure Projects using SCW Program Payments. The Municipality shall permit the authorized District representative, including the Auditor-Controller, to examine, review, audit, and transcribe any and all audit

reports, other reports, books, accounts, papers, maps, and other records that relate to the SCW Program Payments. Examination activities are considered District administration of the SCW Program.

5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Payment is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Payment, the District shall not be obligated to make any disbursements to the Municipality under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Municipality with a right of priority for disbursement over any other Municipality. If any disbursements due to the Municipality under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Municipality when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any Fiscal Year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Municipality to reflect the reduced amount.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Municipality is limited to the rights, remedies, and claims procedures provided to the Municipality under this Agreement. Municipal expenditures of a SCW Program Payment that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Compliance with SCW Program

The Municipality shall comply with and require its contractors and subcontractors to comply with all provisions of Chapters 16 and 18 of the Code.

B-11. Compliance with Law, Regulations, etc.

The Municipality shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable local, state and federal laws, rules, guidelines, regulations, and requirements.

B-12. Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects

The Municipality shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of any Project funded in whole or in part with SCW Program Payments during the useful life (defined as 30 years unless specified otherwise in annual plans and subsequent reports) of the Project without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of a pro rata amount of the SCW Program Payments used to fund the Project together with interest on said amount accruing from the date of lease or disposal of the Project.

B-13. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Municipality. SCW Program Payments shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-14. Final Inspection and Certification of Registered Professional

Upon completion of the design phase and before construction of a project, the Municipality shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Upon completion of the project, the Municipality shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-15. Force Majeure.

In the event that Municipality is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Municipality, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-16. Funding Considerations and Exclusions

1. All expenditures of SCW Program Payments by Municipality must comply with the provisions of Chapters 16 and 18 of the Los Angeles County Flood Control District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Payments shall not be used in connection with any Project implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Project implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Project implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Project was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-17. Indemnification

The Municipality shall indemnify, defend and hold harmless the District, the County of Los Angeles and their elected and appointed officials, agents, and employees from and against any and all liability and expense, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, arising from or in conjunction with: (1) any Project or Program implemented by the Municipality, in whole or in part, with SCW Program Payments or (2) any breach of this Agreement by the Municipality.

B-18. Independent Actor

The Municipality, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Municipality shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-19. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Municipality, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-20. Lapsed Funds

1. The Municipality shall be able to carry over uncommitted SCW Program Payments for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality.
2. If the Municipality is unable to expend the SCW Program Payment within five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Municipality but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.
3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality, if feasible in a reasonable time frame, or otherwise to the Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Municipality's control, then the Municipality may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

<u>Fiscal Year Transferred</u>	<u>Funds Lapse After</u>	<u>Extension Request Due</u>	<u>Commit By</u>
2019-20	6/30/2025	No later than 3/31/2025	No later than 6/30/2026

B-21. Municipal Project Access

Upon reasonable advance request, the Municipality shall ensure that the District or any authorized representative, will have safe and suitable access to the site of any Project implemented by the Municipality in whole or in part with SCW Program Payments at all reasonable times.

B-22. Non-Discrimination

The Municipality agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-23. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-24. Notice

1. The Municipality shall notify the District in writing within five (5) working days of the occurrence of the following:
 - a. Bankruptcy, insolvency, receivership or similar event of the Municipality; or
 - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Municipality shall notify the District within ten (10) working days of any litigation pending or threatened against the Municipality regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Municipality shall notify the District promptly of the following:
 - a. Any significant deviation from the submitted Annual Plan for the current Fiscal Year, including discussion of any major changes to the scope of funded projects or programs, noteworthy delays in implementation, reduction in benefits or community engagement, and/or modifications that change the SCW Program Goals intended to be accomplished.
 - b. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Municipality agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Municipality agrees to implement appropriate actions as directed by the District.
 - c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District.

B-25. Municipality's Responsibility for Work

The Municipality shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Municipality shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Municipality and any other entity concerning responsibility for performance of work.

B-26. Reporting

The Municipality shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Municipalities shall report available data through the SCW Reporting Module, once available.

1. **Annual Progress/Expenditure Reports.** The Municipality shall submit Annual Progress/Expenditure Reports, using a format provided by the District, within six (6) months following the end of the Fiscal Year to the District to detail the activities of the prior year. The Annual Progress/Expenditure Reports shall be posted on the District's publicly accessible website and on the Municipality's website. The Annual Progress/Expenditure Report shall include:
 - a. Amount of funds received;
 - b. Breakdown of how the SCW Program Payment has been expended;
 - c. Documentation that the SCW Program Payment was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
 - d. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to the Annual Plan and corresponding metrics;
 - e. Discussion of any existing gaps between what was planned and what was achieved for the prior year, include any lessons learned;
 - f. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how SCW Program Payments have been used to achieve SCW Program Goals for the prior year, including graphical representation of available data and specific metrics to demonstrate the benefits being achieved through the years' investments.
 - g. Discussion of alignment with other local, regional, and state efforts, resources, and plans, as applicable. This includes discussion of opportunities for addressing additional SCW Program Goals, leveraging SCW Program Goals, and increasing regional capacity to supplement the SCW Program.
 - h. Additional financial or Project-related information in connection with activity funded in whole or in part using SCW Program Payments as required by the District.
 - i. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that projects implemented with SCW Program Payments were conducted in accordance with Chapters 16 and 18 of the Code.

- j. Report on annual and total (since inception of program) benefits provided by programs and projects funded by SCW Program Payment. This includes comparisons to annual plans and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate calculation of benefits and graphical representation of pertinent data):
 - i. Annual volume of stormwater captured and treated
 - ii. Annual volume of stormwater captured and reused
 - iii. Annual volume of stormwater captured and recharged to a managed aquifer
 - iv. Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
 - v. Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best, as outlined in Exhibit C). If none, discuss considerations explored and reasons to not include.
 - vi. Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include.
2. Documentation of the Community Outreach and Engagement utilized for and/or achieved with the SCW Program Payment described in the Annual Plan Exhibit A. This information must be readily accessible to members of the public.
3. As Needed Information or Reports. The Municipality agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-27. Representations, Warranties, and Commitments

The Municipality represents, warrants, and commits as follows:

1. **Authorization and Validity.** The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Municipality, has been duly authorized by the governing body of Municipality, as applicable. This Agreement constitutes a valid and binding obligation of the Municipality, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. **No Violations.** The execution, delivery, and performance by the Municipality of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other

instrument to which the Municipality is a party or by which the Municipality is bound as of the date set forth on the first page hereof.

3. **No Litigation.** There are no pending or, to the Municipality's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Municipality's ability to complete the Annual Plan.
4. **Solvency.** None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Municipality. As of the date set forth on the first page hereof, the Municipality is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Municipality is able to pay its debts as they become due.
5. **Legal Status and Eligibility.** The Municipality is duly organized and existing and in good standing under the laws of the State of California. The Municipality shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.
6. **Good Standing.** The Municipality must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-28. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Municipality. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-29. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

B-30. Withholding of Disbursements and Material Violations

Notwithstanding any other provision of this Agreement, the District may withhold all or any portion of the SCW Program Payment for any Fiscal Year in the event that:

1. The Municipality has violated any provision of this Agreement; or

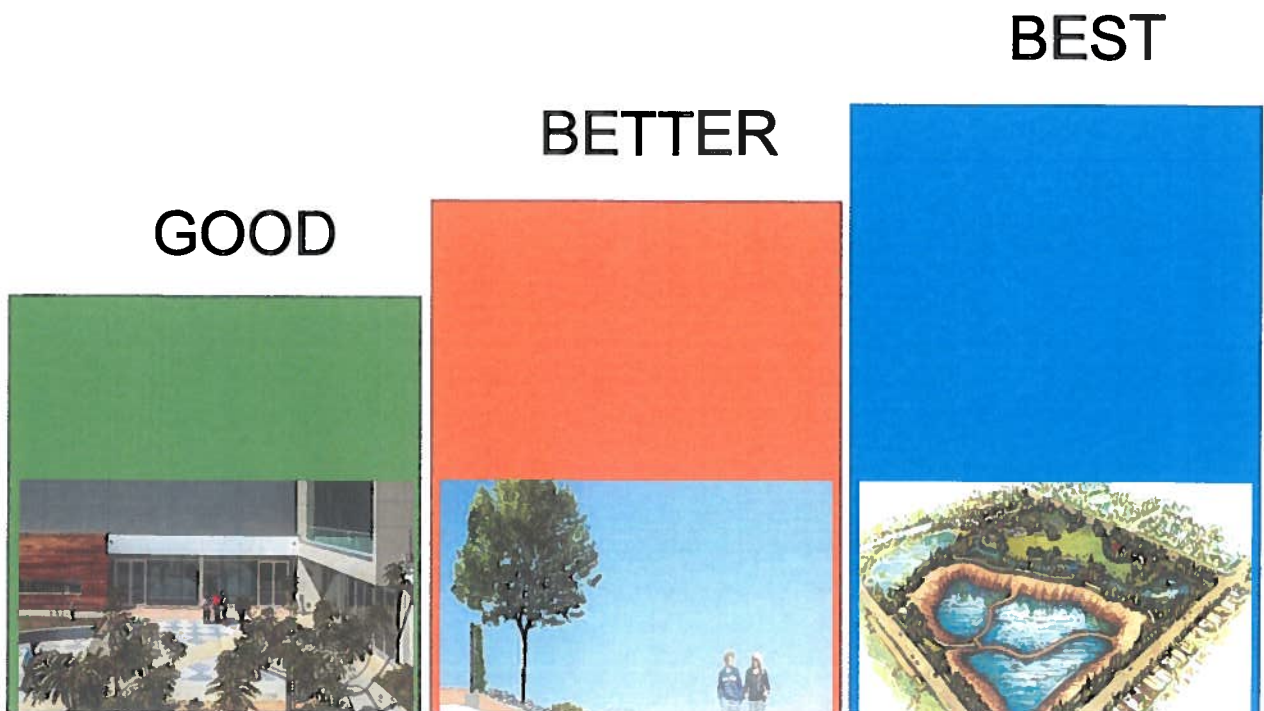
2. The Municipality fails to maintain reasonable progress in achieving SCW Program Goals, following an opportunity to cure.
3. Failure to remain in Good Standing, described in Section B-26 of Exhibit B.
4. Failure to submit annual reports on meeting SCW Program Goals.

EXHIBIT C – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Municipalities shall consider incorporation of Nature-based solutions (NBS) into their projects. NBS refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may capture stormwater to improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Municipalities are to include in each Annual Progress/Expenditure Report whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Annual Progress/ Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Municipalities must attach a copy of the matrix for each project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.



METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	<ul style="list-style-type: none"> • Preservation of native vegetation • Minimal negative impact to existing drainage system 	<ul style="list-style-type: none"> • Preservation of native vegetation • Installation of new feature(s) to improve existing drainage system 	<ul style="list-style-type: none"> • Creation of open green space • Installation of features to improve natural hydrology
Creation & Restoration of Riparian Habitat & Wetlands	<ul style="list-style-type: none"> • Partial restoration of existing riparian habitat and wetlands • Planting of climate appropriate vegetation - between 11 and 20 different climate-appropriate or native plant species newly planted • No potable water used to sustain the wetland 	<ul style="list-style-type: none"> • Full restoration of existing riparian habitat and wetlands • Planting of native vegetation - between 21 and 40 different native plant species newly planted • No potable water used to sustain the wetland 	<ul style="list-style-type: none"> • Full restoration and expansion of existing riparian habitat and wetlands Planting of plant communities with a diversity of native vegetation – between 41 and 50 different native plant species newly planted • No potable water used to sustain the wetland

<p>New Landscape Elements</p>	<p>Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel</p>	<p>Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel</p>	<p>Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff</p>
<p>Enhancement of Soil</p>	<p>Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter</p>	<p>Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter</p>	<p>Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter</p>

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Municipalities shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance for infrastructure projects. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control

- Regular removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
- Regular inspection and maintenance of pet waste stations
- Maintaining trash receptacles
- Removal of trash, debris, and blockages from bioswales
- Inspection and cleaning of trash booms
- Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

- Weed control
 - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
 - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
 - Regular removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
- Tree and shrubbery trimming and care
 - Removal of dead trees and elimination of diseased/damaged growth
 - Prevent encroachment of adjacent property and provide vertical clearance
 - Inspect for dead or diseased plants regularly
- Wetland vegetation and landscape maintenance
 - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
 - Draining and drawdown of wetland and excessive bulrush removal

- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
 - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
 - Inspection should be performed at least monthly.
 - Recover, replace, or refasten displaced or damaged valve box covers.
 - Inspect and repair bubbler heads.

- Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
 - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
 - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
 - Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation
 - Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
 - Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
 - Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
 - Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
 - Use moisture sensing devices to determine water penetration in soil.
6. Erosion Management and Control
- Inspect slopes for erosion during each maintenance activity
 - Inspect basins for erosion
 - Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.
7. Ongoing Monitoring Activities
- Monitor controllable intake water flow and water elevation
 - Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
 - Water quality sampling (quarterly, unless justified otherwise)
 - Checking telemetry equipment
 - Tracking and reporting inspection and maintenance records
8. Vector and Nuisance Insect Control
- Monitoring for the presence of vector and nuisance insect species
 - Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
 - Managing emergent vegetation
 - Using hydraulic control structures to rapidly dewater emergent marsh areas
 - Managing flow velocities to reduce propagation of vectors

ESTIMATED ANNUAL MUNICIPAL PROGRAM FUNDS BY MUNICIPALITY
LOCAL TOTAL: \$114.1M*

Agoura Hills	\$0.34M
Alhambra	\$0.86M
Arcadia	\$1.02M
Artesia	\$0.21M
Azusa	\$0.62M
Baldwin Park	\$0.72M
Bell	\$0.32M
Bell Gardens	\$0.31M
Bellflower	\$0.82M
Beverly Hills	\$0.55M
Bradbury	\$0.05M
Burbank	\$1.43M
Calabasas	\$0.40M
Carson	\$2.57M
Cerritos	\$0.97M
Claremont	\$0.59M
Commerce	\$1.00M
Compton	\$1.21M
Covina	\$0.74M
Cudahy	\$0.17M
Culver City	\$0.54M
Diamond Bar	\$0.88M
Downey	\$1.44M
Duarte	\$0.25M
El Monte	\$1.08M
El Segundo	\$0.89M
Gardena	\$0.83M
Glendale	\$1.68M
Glendora	\$0.90M

Hawaiian Gardens	\$0.13M
Hawthorne	\$0.79M
Hermosa Beach	\$0.16M
Hidden Hills	\$0.08M
Huntington Park	\$0.43M
Industry	\$1.63M
Inglewood	\$1.02M
Irwindale	\$0.44M
La Canada Flintridge	\$0.38M
La Habra Heights	\$0.17M
La Mirada	\$0.93M
La Puente	\$0.34M
La Verne	\$0.57M
Lakewood	\$1.10M
Lawndale	\$0.23M
Lomita	\$0.23M
Long Beach	\$4.66M
Los Angeles	\$37.00M
Lynwood	\$0.58M
Malibu	\$0.39M
Manhattan Beach	\$0.41M
Maywood	\$0.18M
Monrovia	\$0.53M
Montebello	\$0.94M
Monterey Park	\$0.74M
Norwalk	\$1.09M
Palmdale	\$0.00M
Palos Verdes Estates	\$0.26M
Paramount	\$0.66M

Pasadena	\$1.56M
Pico Rivera	\$0.90M
Pomona	\$1.89M
Rancho Palos Verdes	\$0.69M
Redondo Beach	\$0.72M
Rolling Hills	\$0.11M
Rolling Hills Estates	\$0.18M
Rosemead	\$0.58M
San Dimas	\$0.60M
San Fernando	\$0.28M
San Gabriel	\$0.45M
San Marino	\$0.24M
Santa Clarita	\$3.30M
Santa Fe Springs	\$1.46M
Santa Monica	\$0.81M
Sierra Madre	\$0.15M
Signal Hill	\$0.29M
South El Monte	\$0.45M
South Gate	\$1.00M
South Pasadena	\$0.25M
Temple City	\$0.45M
Torrance	\$2.39M
Unincorporated	\$11.40M
Vernon	\$0.94M
Walnut	\$0.50M
West Covina	\$1.37M
West Hollywood	\$0.26M
Westlake Village	\$0.23M
Whittier	\$1.22M

***Current totals reflect all ad valorem exemptions for 2019 and removal of utility parcels that are assessed by the State only. Actual revenues are anticipated to be lower following incorporation of any approved credits, appeals, income-based tax reductions, and low-income senior-owned exemptions.**

SEP 02 2020

11:45AM.

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: September 8, 2020

Originating Department: Police

Department Director:

Dana Arakawa
Randall Davis

City Manager:

Michael Flad (circled)
Michael Flad

SUBJECT: ADDENDUM NO. 5 TO CONTRACT NO. 3130, LEASE AGREEMENT WITH ENTERPRISE FM TRUST FOR THE LEASE OF ONE VEHICLE FOR THE POLICE DEPARTMENT SERVICES DIVISION

PURPOSE: To amend Contract No. 3130 with Enterprise FM Trust for the lease of one vehicle for the Police Department Services Division and purchase of necessary emergency safety equipment and radio installation.

RECOMMENDED ACTIONS:

- a. Approve Addendum No. 5 to Contract No. 3130 (Master Equity Lease Agreement) with Enterprise FM Trust to include the lease of a 2020 Chevrolet Traverse for the Police Department Services Division for a four-year term in an amount not to exceed \$36,280 (\$9,070 per year);
- b. Approve the purchase of the emergency safety equipment and radio for this vehicle in an amount not to exceed \$5,301; and
- c. Authorize the Mayor to execute Addendum No. 5 in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. Funds, in the amount of \$9,060, were included in the Fiscal Year 2020/21 Municipal Budget for this lease in Account Number 235-570-21-6310 (Asset Forfeiture Fund – Rents & Leases) and funding is available in the Fiscal Year 2020/21 Asset Forfeiture Fund budget in Account Number 235-570-21-6202 (Asset Forfeiture Fund – Special Departmental Supplies) for the emergency safety equipment, radio, and installation.

ANALYSIS: This Lease Agreement was explored to allow the Police Department to procure vehicles for use in the field without compromising the value due to mileage and maintenance issues. A current Services Division unit #122 that will be taken out of service is a 2007 Toyota Camry that has an excess of 171,926 miles. This unit has reached a point where the repairs are no longer cost effective.

BACKGROUND: On July 14, 2015, the City Council approved Contract No. 3130, Master Equity Lease Agreement, with Enterprise FM Trust for the lease of vehicles as part of the vendor

contract award through The Interlocal Purchasing System (TIPS).

South Gate Municipal Code Section 1.54.510 D. (Exemptions from Formal and Informal Bidding Procedures) permits the use of piggybacking onto a cooperative contract. TIPS has bid for this commodity, and any subsequent service, in a fair and competitive manner complying with bid requirements as stated in the Public Contract Code and the City's Municipal Code, therefore, no further bidding or quotes need to be obtained.

- ATTACHMENTS:**
- A. Proposed Addendum No. 5 (including Open-End (Equity) Lease Rate Quote 4690111)
 - B. Contract No. 3130
 - C. The Interlocal Purchasing System (TIPS) Contract with Enterprise Fleet Management
 - D. West Coast Lights & Sirens, Inc. Quote for Emergency Safety Equipment

**ADDENDUM NO. 5 TO CONTRACT NO. 3130, MASTER EQUITY LEASE
AGREEMENT FOR THE LEASE OF A 2020 CHEVROLET TRAVERSE BETWEEN
THE CITY OF SOUTH GATE AND ENTERPRISE FM TRUST**

This Addendum No. 5 to Contract No. 3130, Master Equity Lease Agreement for the lease of a 2020 Chevrolet Traverse ("Addendum No. 5"), is made and entered into on September 8, 2020, by and between the City of South Gate, a municipal corporation ("City" or "Lessee"), and Enterprise FM Trust, a Delaware statutory trust ("Lessor"). City and Lessor are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

RECITALS:

WHEREAS, on July 14, 2015, the City Council approved Contract No. 3130 with Lessor ("Agreement") for the lease of two vehicles for a five-year term in the amount of Eighty Five Thousand Eight Hundred Forty Dollars (\$85,840);

WHEREAS, on September 13, 2016, the City Council approved Addendum No. 1 to the Agreement ("Addendum No. 1") for the lease of two additional vehicles for a three-year term in the amount of Fifty Two Thousand Nine Hundred Eighty Nine Dollars (\$52,989);

WHEREAS, on August 22, 2017, the City Council approved Addendum No. 2 to the Agreement ("Addendum No. 2") for the lease of two additional vehicles for a five-year term in the amount of Eighty Eight Thousand Nine Hundred Twenty Five Dollars (\$88,925);

WHEREAS, on March 13, 2018, the City Council approved Addendum No. 3 to the Agreement ("Addendum No. 3") for the lease of one additional vehicle for a five-year term in the amount of Fifty Nine Thousand Seven Hundred Seventy Six Dollars (\$59,776);

WHEREAS, on August 13, 2019, the City Council approved Addendum No. 4 to the Agreement ("Amendment No. 4") for the lease of a 2019 Jeep Grand Cherokee Laredo for a three-year term in the amount of Twenty Eight Thousand Two Hundred Seventy Four Dollars (\$28,274);

WHEREAS, the City desires to lease a 2020 Chevrolet Traverse ("2020 Vehicle") for a four-year term in an amount not to exceed Thirty Six Thousand Two Hundred Eighty Dollars (\$36,280) or Nine Thousand Seventy Dollars (\$9,070) each year, pursuant to the Open-End (Equity) Lease Rate Quote, No. 4690111, attached hereto as Exhibit "A"; and

WHEREAS, in order to document and administratively track the lease of the 2020 Vehicle, the City has requested, and Lessor has agreed, to execute this Addendum No. 5, with the understanding that the terms of said leasing shall remain subject to the Agreement without modification, including Schedules and related documentation applicable to the 2020 Vehicle.

NOW, THEREFORE, the Parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT.

- a. City and Lessor acknowledge that the 2020 Vehicle referenced above shall be subject to the same terms as set forth in Agreement, and any related Schedules and documentation required by Lessor.

- b. The amount of compensation paid by City to Lessor under Addendum No. 5 shall not exceed **Thirty Six Thousand Two Hundred Eighty Dollars (\$36,280) for the four-year term, or Nine Thousand Seventy Dollars (\$9,070) each year.**
- c. The City hereby certifies and authorizes the Mayor of the City of South Gate to execute this Addendum No. 5 and to deliver the same to Lessor, and further authorizes the City Manager to execute and deliver to Lessor any other necessary documentation in connection with the execution of Schedules for the 2020 Vehicle, together with any other necessary documents in connection therewith.

2. EFFECT OF AMENDMENT.

Except as expressly amended herein, all other terms and conditions of Agreement shall remain in full force and effect. Without limiting the generality of the foregoing, Agreement shall otherwise remain unchanged during the term of Agreement as amended by Section 1. above. Furthermore, City reserves the right to amend Agreement as City deems necessary.

3. EFFECTIVE DATE.

The effective date of this Addendum No. 5 is September 8, 2020, with the understanding that the lease commencement date begins when the 2020 Vehicle is delivered to Lessee. The Agreement as amended herein shall remain in effect through and including the term of four years of said lease, unless extended or terminated otherwise in accordance with the terms of Agreement.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 5 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:


By: _____
Maria Davila, Mayor

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

ENTERPISE FM TRUST:

By: _____
Brock Flynn, Regional Manager

Prepared For: South Gate Police Dept
Arakawa, Darren

Date 08/19/2020
AE/AM BTP/GPL

Unit # 23MXS7
Year 2020 Make Chevrolet Model Traverse
Series LT Cloth w/1LT Front-wheel Drive

Exhibit "A"

Vehicle Order Type In-Stock Term 48 State CA Customer# 513145

\$ 35,636.82	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>CA</u>
\$ 0.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 125.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive(Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Satin Steel Metallic / Black Fog Lamp T
Interior Color	(0 I) Jet Black w/Premium Cloth Seat Trim
Lic. Plate Type	Exempt
GVWR	0

\$ 35,761.82	Total Capitalized Amount (Delivered Price)
\$ 572.19	Depreciation Reserve @ <u>1.6000%</u>
\$ 113.37	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 685.56 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management (Estimate Only)
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\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>
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Incl: # Brake Sets (1 set = 1 Axle) 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.00 Per Mile

Tires 0

Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 70.27	Sales Tax <u>10.2500%</u>
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State CA

\$ 755.83 Total Monthly Rental Including Additional Services

\$ 8,296.70	Reduced Book Value at <u>48</u> Months
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\$ 400.00	Service Charge Due at Lease Termination
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Quote based on estimated annual mileage of 20,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE South Gate Police Dept

BY _____ TITLE _____ DATE _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	B	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 125.00
Other Charges Total		\$ 125.00



VEHICLE INFORMATION:

2020 Chevrolet Traverse LT Cloth w/1LT Front-wheel Drive - US
Series ID: 1NC56

Pricing Summary:

Table with 3 columns: Item, INVOICE, MSRP. Rows include Base Vehicle, Total Options, Destination Charge, and Total Price.

SELECTED COLOR:

Exterior: G9K / 55W - (0 P) Satin Steel Metallic / Black Fog Lamp Trim (LPO)
Interior: H0U - (0 I) Jet Black w/Premium Cloth Seat Trim

SELECTED OPTIONS:

Table with 4 columns: CODE, DESCRIPTION, INVOICE, MSRP. Lists various options like Preferred Equipment Group 1LT, Blackout Package, and Fleet Customer Powertrain Limited Warranty.

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with chrome rub strip
Body Material: galvanized steel/aluminum body material
Roof Rack: yes
Roof Load: roof rack load 220 lbs.
Body Side Cladding: black bodyside cladding
Grille: black grille

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Cruise Control: cruise control with steering wheel controls
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Auto Locking: auto-locking doors
Passive Entry: proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Remote Engine Start: remote engine start - keyfob and smart device
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
Garage Door Opener: garage door transmitter
Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio SiriusXM AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Equalizer: automatic equalizer
Audio Theft Deterrent: TheftLock audio theft deterrent
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: 4G LTE Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam high intensity low/high beam headlamps
Front Fog Lights: front fog lights
Front Wipers: variable intermittent wipers
Rear Window wiper: fixed interval rear window wiper with heating wiper park

Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Rear Park Assist rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Blind Spot Sensor: blind spot
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints
3rd Row Headrests: 2 fixed third row head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 7

Front Bucket Seats: front bucket seats

Front Heated Cushion: driver and passenger heated-cushions

Front Heated Seatback: driver and passenger heated-seatbacks

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Driver Lumbar: power 2-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear manual reclining 40-40 bucket seat

Rear Seat Fore/Aft: manual rear seat fore/aft adjustment

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Mounted Armrests: rear seat mounted armrest

3rd Row Seat Type: fixed third row 60-40 split-bench seat

3rd Row Electric Control: fold into floor third row seat

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: simulated wood instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

LeatherSteeringWheel: leather steering wheel

Floor Mats: carpet front and rear floor mats

Interior Accents: chrome/metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 310-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 9-speed automatic w/ OD and auto-manual

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this fourteenth day of July, 2015 by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. **LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.
2. **TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.
3. **RENT AND OTHER CHARGES:**
 - (a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).
 - (b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.
 - (c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.
 - (d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.
 - (e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").
 - (f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.
 - (g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.
4. **USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive.

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the highest insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "prior coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessee as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payment Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced against Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor or all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (f) the estimated wholesale value of such Vehicle for purposes of Section 3(c)

shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the USA, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

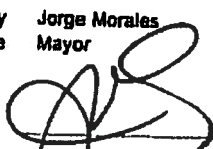
18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

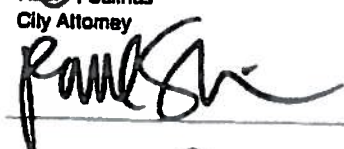
LESSEE: City of South Gate

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By: Jorge Morales
Title: Mayor



By: Paul F. Salinas
Title: City Attorney



By: Carmen Avalos
Title: City Clerk



Address: 8650 California Avenue
South Gate, CA 90280

By: Daniel Simonelli
Title: Regional Sales Manager
Address: 17210 S Main St suite 103
Gardena, CA 90248

Date Signed

7/21/15

Date Signed.

07/14/2015

**SELF-INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Liability Only)**


This Addendum is made to the Master Equity Lease Agreement dated _____ the fourteenth day of July, 2015 as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the lessee whose name is set forth on the signature line below ("Lessee")

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement) All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks covered by the Commercial Automobile Liability insurance policy set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any Commercial Automobile Liability insurance policy of any kind with respect to any Vehicle, provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of Commercial Automobile Liability insurance with respect to any Vehicle Lessee shall purchase and maintain such amount of Commercial Automobile Liability insurance in the form of a Commercial Automobile Liability insurance policy which complies in all respects, other than the amount of Commercial Automobile Liability insurance required, with Section 11 of the Agreement


Notwithstanding the foregoing if (1) Lessor at any time in its good faith judgment is not satisfied with the condition prospects or performances financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement then Lessor may at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof Upon the termination of Lessee's right to self-insure Lessee shall comply in all respects with Section 11 of the Agreement

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect In the event of any conflict between this Addendum and the Agreement or any of the Schedules the terms and provisions of this Addendum will govern and control

LESSEE City of South Gate

By: Jorge Morales
Title: Mayor
Date Signed: 07/14/2015

LESSOR Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

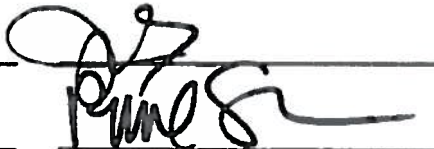
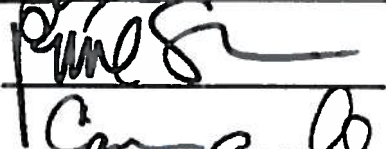
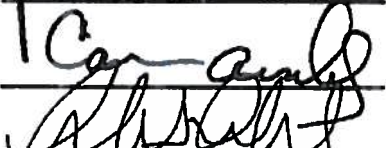
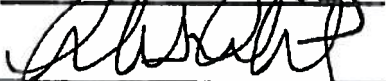
By: Daniel Simonetti
Title: Regional Sales Manager
Date Signed: _____

By: Raul F. Salinas
Title: City Attorney
Date Signed: 07/21/2015



By: Carmen Avalos
Title: City Clerk
Date Signed: 7/21/15

OFFICER CERTIFICATE

The undersigned hereby certifies (i) that he is the duly appointed Mayor for the City of South Gate (the "Company"), (ii) that he is authorized by the Company to execute and deliver on behalf of the Company to Enterprise FM Trust, a Delaware statutory trust ("Lessor") the Master Equity Lease Agreement dated _____ 2015 between Enterprise and the Company (the "Lease"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of the Company to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles to be leased pursuant to the Lease, together with any other necessary documents in connection with those Schedules:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
<u>Jorge Morales</u>	<u>Mayor</u>	
<u>Raul F. Salinas</u>	<u>City Attorney</u>	
<u>Carmen Avalos</u>	<u>City Clerk</u>	
<u>Michael Flad</u>	<u>City Manager</u>	

Date: 07/14/15


Mayor Jorge Morales

The Interlocal Purchasing System

Purchasing Made Personal

Attachment C



Printed 8 August 2019

www.efleets.com



Enterprise Fleet Management

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM
PO MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER
ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	1420 W. Mockingbird Lne. #640	NAME Meredith Barton
CITY	Dallas	PHONE (866) 839-8477
STATE	TX	FAX (866) 839-8472
ZIP	75247	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS No **HUB** No

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT |
NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY

AWARDED CONTRACTS CFV (Call For Verification)

<u>Contract</u>	<u>Comodity</u>	<u>Exp Date</u>	<u>EDGAR</u>
190402	Fleet Leasing and Management	06/30/2022	Yes

CONTACTS BY CONTRACTS

190402

Dain Giesie	Assistant Vice	(314) 274-5428	Dain.E.Giesie@efleets.com
Michelle Rojas	Business Analyst	(314) 274-4556	michelle.m.rojas@efleets.com

Overview

Enterprise Fleet Management is a full-service fleet management business for governmental entities and companies with small and medium-size fleets. Enterprise Fleet Management supplies most makes and models of cars, light- and medium duty trucks and service vehicles across North America. The company is owned by the Taylor family of St. Louis, who, through regional subsidiaries, also own and operate Enterprise Rent-A-Car's extensive network of more than 5,500 neighborhood and airport branch offices, all located within 15 miles of 90 percent of the U.S. population. Services offered by Enterprise Fleet Management include:

- Acquisition. Helps businesses acquire fleet vehicles in the most cost effective and efficient manner.*
- Funding. Offers flexible terms that can lessen the amount of debt on your company's balance sheet as compared to traditional loans.*
- Registration and Renewal. Handles the license and registration process across all 50 states*
- Remarketing. Helps businesses sell vehicles across all available channels while ensuring the best market price.*
- Online Reporting. Customized reports allow clients to view their data in a way that best suites their needs.*
- Maintenance. Offers the industry's most extensive full-maintenance program, extending maintenance covera; to virtually all makes of cars, light duty trucks, and service vehicles, as well as many diesel engine vehicles.*
- Fuel Management. Offers one customized card to suit all of your fueling needs authorized for use at most fueling stations around the country. . Environmental Services, www.drivingfutures.com/fleetmanagement*
- Vehicle Cycling/Fleet Optimization*
- Emerging Fuel and Engine Technologies*
- Offsetting Greenhouse Gas Emissions*
- Fleet Emission Footprint Analysis*

« Additional services include risk management programs, driver safety program, fleet rental programs, and moi With 58 fully-staffed offices nationwide, Enterprise Fleet Management has been recognized with the Automotive Service Excellence (ASE)

WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
 UNIT "B"
 RIVERSIDE, CA 92507

Attachment D

Phone # 9517799257 trish@wcls.us
 Fax # 951-779-9256 WCLS-US



PROPOSAL

Date	Estimate #
8/20/2020	10425

Name / Address
SOUTH GATE P.D. 8620, CALIFORNIA AVE. 90280 SOUTH GATE CA. 90280-3073

Terms	VEHICLE TYPE
Net 30	

Item	Description	Qty	Cost	Total
80.00/HOUR	>>TO INSTALL THE FOLLOWING IN A CHEVY TRAVERSE<< - VEHICLE WILL HAVE DOG HEAT ALARM LABOR TO REMOVE RADIO AND ANTENNA FROM OLD UNIT	3	80.00	240.00T
80.00/HOUR	LABOR TO INSTALL THE FOLLOWING IN A CHEVY TRAVERSE	32	30.00	960.00T
7185B	70 AMP CIRCUIT BREAKER	1	26.32	26.32T
U-CBB-BK	UNIVERSAL CIRCUIT BREAKER BRACKET FROM BK CUSTOMS	1	12.00	12.00T
ES100C	ES100C SPEAKER W/O BRACKET	1	150.00	150.00T
ESB-U	KIT, UNIVERSAL BAIL BRACKET , ALL VEHICLES	1	22.10	22.10T
FHL-CHG	FLASHER, HEADLIGHT, DODGE CHARGER	1	49.19	49.19T
416900-RB	DUAL CORNER LED LIGHT HEAD W/IN-LINE FLASHER , RED/BLUE >>HEADLIGHTS & TAILLIGHTS<<	4	59.80	239.20T
MPS620U-BR	MICRO PULSE 620 ULTRA (BLUE/RED) >>GRILLE LIGHTS<<	2	75.00	150.00T
FABRICATED	FABRICATION TO MOUNT GRILLE LIGHTS<<	1	100.00	100.00T
MPS620U-BR	MICRO PULSE 620 ULTRA (BLUE/RED) >>VISOR LIGHTS, USE 1 LIGHT AS STEADY RED<<	2	75.00	150.00T
FABRICATED	FABRICATION OF PASSENGER SIDE VISOR LIGHT	1	285.00	285.00T
MS4000U	MS4000 UNDERCOVER, 100W AIR HORN WITH REMOTE	1	189.80	189.80T
UM3500K	4 POS. UNDER COVER SWITCH	1	207.64	207.64T
MPS620U-BR	MICRO PULSE 620 ULTRA (BLUE/RED) >>REAR CARGO WINDOW LIGHTS & REAR WINDOW LIGHTS<<	4	75.00	300.00T
MPSM6-LB	FEDERAL SIGNAL SINGLE L-BRACKETS	4	9.15	36.60T

Subtotal
Sales Tax (10.25%)
Total

WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
 UNIT "B"
 RIVERSIDE, CA 92507

Phone # 9517799257 trish@wcls.us
 Fax # 951-779-9256 WCIS.US



PROPOSAL

Date	Estimate #
8/20/2020	10425

Name / Address
SOUTH GATE P.D. 8620, CALIFORNIA AVE. 90280 SOUTH GATE CA. 90280-3073

Terms	VEHICLE TYPE
Net 30	

Item	Description	Qty	Cost	Total
FHL-TAIL	FLASHER, TAILLIGHT, UNIVERSAL APPLICATIONS , 18" WIRE LEADS	1	49.77	49.77T
JOB MATERIALS	ELECTRONICS BOARD WITH CARPET	1	45.00	45.00T
5032B	FUSE BLOCK STBLADE DUAL 12 W/ GROUND/COVER	1	40.86	40.86T
7615B	AUTOMATIC TIMER DISCONNECT	1	90.00	90.00T
MB8U	3/4" HOLE NMO STYLE BRASS MT W/17" RG58U & NO CONNECTOR	1	12.97	12.97T
F2 K9 HEAT ALERT	TACTICAL K9 HEAT ALERT SYSTEM W/PAGER	1	1,031.24	1,031.24T
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, RELAYS, ETC.	1	125.00	125.00T
JOB MATERIALS	WINDOW TINT- FRONT & REAR WINDOW PLUS VISOR	1	295.00	295.00T

PROPOSAL IS VALID FOR 30 DAYS. IF CHANGES ARE MADE TO THIS PROPOSAL AFTER APPROVAL IT WILL RESULT IN A CHANGE ORDER.

PLEASE MAKE SURE YOU HAVE ALL CUSTOMER SUPPLIED PARTS WHEN VEHICLE IS DROPPED OFF. IF CUSTOMER SUPPLIED PARTS IS NOT COMPLETE, THIS WILL DELAY VEHICLE COMPLETION DATE. IF DELAYS CONTINUE, WE WILL SUPPLY NEEDED PARTS AT CUSTOMERS EXPENSE.

CALIFORNIA CERTIFIED SMALL BUSINESS #49878

NOTE: SALES TAX WILL BE CHARGED ON INSTALLATION LABOR ON A VEHICLE WITH 500 MILES OR LESS OR UNDER 6 MONTHS SINCE REGISTRATION WITH THE DMV

Subtotal	\$4,807.69
Sales Tax (10.25%)	\$492.79
Total	\$5,300.48

City of South Gate

CITY COUNCIL

Item No. 10

CITY MANAGER'S OFFICE

SEP 01 2020

5:20 p.m.

AGENDA BILL

For the Regular Meeting of: September 8, 2020

Originating Department: Public Works

Department Director: _____

Arturo Cervantes

City Manager: _____

Michael Flad

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 3542 WITH NATIONWIDE ENVIRONMENTAL SERVICES FOR CITYWIDE STREET SWEEPING SERVICES

PURPOSE: The City outsourced street sweeping services and entered into Contract No. 3542 with Nationwide Environmental Services. Proposed Amendment No. 1 is needed to provide a Consumer Price Index (CPI) increase in year five of the contract to conform with the released Request for Proposal and to modify the termination clause. It may also be needed to add Columbus Day and Veterans Day to the non-street sweeping holiday schedule, if the City Council approves the recommended actions.

RECOMMENDED ACTIONS:

- a. Approve Amendment No. 1 to Contract No. 3542 with Nationwide Environmental Services to provide for a Consumer Price Index (CPI) increase of 2% in Year 5 of the contract (estimated at \$13,851), and to modify the termination clause;
- b. Approve adding Columbus Day and Veterans Day to the non-street sweeping schedule and direct staff to incorporate this change into Amendment No. 1; and
- c. Authorize the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no impact to the General Fund. Amendment No. 1 is in the amount of \$13,851 and it will be funded with Street Sweeping Funds (Account No. 214-730-31-6101 – Professional Services). These additional contract fees will be incurred in Fiscal Year 2023/24; therefore, Amendment No. 1 has no effect on the Fiscal Year 2020/21 Municipal Budget. Amendment No. 1 is summarized below.

Contract Year	1, 2 and 3	4	5
<i>Original Contract Amount</i>			
Streets, Alleys and Road Medians Citywide	\$629,760	\$642,355	\$655,202
City Facilities Parking Lots	\$49,200	\$50,184	\$51,188
Special Events (6)	\$0	\$0	\$0
As- Needed Services (100 Hours)	\$0	\$0	\$0
Annual Contract Cost	\$678,960	*\$692,539	\$692,539
5-Year Contract Amount	\$3,421,958		
<i>Proposed Amendment No. 1</i>			
Consumer Price Index (CPI) Increase	\$0	\$0	*\$13,851
Adding two holidays to non-street sweeping schedule	\$0	\$0	\$0
Revised Annual Cost	\$678,960	*\$692,539	*\$706,390
Amended 5-Year Contract Amount	\$3,435,809		

* This amount is based on an assumed CPI increase of 2%. It is subject to change based on the actual CPI.

ANALYSIS: On July 9, 2019, the City Council approved Contract No. 3542 with Nationwide Environmental Services (NES) for citywide street sweeping services. The current contract is for a five-year term, for an amount not-to-exceed \$3,421,958. This amount includes a Consumer Price Index (CPI) increase in Year 4 in accordance with the released Request for Proposal (RFP), dated November 2018. The RFP also provided for a CPI increase in Year 5 of the contract; however, it was not included.

Amendment No. 1 is necessary to: (a) assign a CPI increase in Year No. 5 of Contract No. 3542 of an estimated 2%, (b) amend the "Termination for Convenience" clause, and (c) add two holidays to the non-street sweeping schedule if such is approved by the City Council. Below is a summary explanation of each.

- a. The RFP provided for a CPI increase at Year 4 and at Year 5 of the contract; however, Contract No. 3542 only includes a CPI increase at Year 4. As such, Amendment No. 1 includes language to provide for a CPI increase at Year 5. The CPI increase assumed in Amendment No. 5 is 2%; however, the actual increase will be based on the actual CPI to be established in Year 5 of the contract.
- b. NES included an "Exception" in their proposal to the City's Termination for Convenience clause. The request was for a written notice of termination to be provided two years in advance of the effective termination date. This request was not included in Contract No. 3542 as it does not provide the City the control it needs to make decisions in managing contracts and budgets effectively. The City Attorney's Office, NES and the Public Works Department concluded that a revision could be warranted to give consideration to the initial investment NES made to secure new street sweeping equipment, which was over \$1.3 Million. Amendment No. 1, therefore, proposes a provision that provides that the City cannot terminate the contract for convenience in Year 1 and in Year 2 of the contract. The contract can be terminated with a 15-day written notice thereafter.
- c. During the holidays, residential streets are heavily impacted with on-street parking, thereby preventing the proper street sweeping of streets. Recognizing this, the City Council authorized a schedule that included suspending street sweeping services on ten holidays, annually. Staff is recommending adding two more holidays to the list: Columbus Day and Veterans Day. With the amended list, all ten federal holidays and two non-federal holidays will be included.

It is noted that NES will not provide a cost savings for eliminating street sweeping services on these two holidays. This is because NES will continue to operate in the City on the two holidays during which they will focus their efforts on facilities such as alleyways, where vehicles do not park. They will also be available to service parking lots, events and emergencies as-needed.

BACKGROUND: The Public Works Department provides street sweeping through the services of a maintenance contractor: Nationwide Environmental Services (NES). Street sweeping services include sweeping of streets, alleyway, parking lots, special events and emergency services.

The City Council approved outsourcing of street sweeping services through the award of Contract No. 3542 to NES on July 9, 2019, for an amount not-to-exceed \$3,435,809. Although the contract was awarded on July 9, 2019, Contract No. 3542 was fully executed on October 17, 2019 and services commenced on October 23, 2019. During that time, staff worked with NES and the City Attorney's office to establish an agreement in a form acceptable to the City Attorney that reflects the approved scope of work by the City Council on July 9, 2019.

Amendment No. 1 will conform with the released RFP by providing NES with the CPI increase of 2% in Year 5 of the contract, as originally written and intended in the RFP that was released by the City.

Attachment C demonstrates the language that provides for the CPI increase in Year 5 of the contract, and not just for Year 4 as the agreement currently stands. Staff also worked with the City Attorney's Office to ensure that the contract and such modification to the Compensation clause is in accordance with the released RFP.

The street sweeping schedule includes a list of holidays during which street sweeping services are to be suspended. The holidays included are the following: New Year's Day, Martin Luther King, Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day. Staff is recommending that Columbus Day and Veterans Day be added to the list.

- ATTACHMENTS:**
- A. Proposed Amendment No. 1
 - B. Contract No. 3542
 - C. CPI Language in RFP

AM:lc

**AMENDMENT NO. 1 TO CONTRACT NO. 3542
FOR CITYWIDE STREET SWEEPING SERVICES BETWEEN THE CITY OF SOUTH
GATE AND NATIONWIDE ENVIRONMENTAL SERVICES**

This Amendment No. 1 to Contract No. 3542 for Citywide Street Sweeping Services ("Amendment No. 1") is made and entered into on September 8, 2020, by and between the City of South Gate, a municipal corporation ("City") and Nationwide Environmental Services, a division of Joe's Sweeping, Inc., a California corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, on November 21, 2018, the City issued a Request for Proposal ("RFP") seeking a qualified contractor to provide street sweeping services Citywide, for a five-year term to include an estimated increase Consumer Price Index (CPI) of 2% at Year 4 and Year 5 of the term;

WHEREAS, based on the Contractor's successful response to the RFP, the City and the Contractor executed Contract No. 3542 ("Agreement") in October 16, 2019, with services commencing on October 23, 2019, for a five-year term, in the amount of Three Million Four Hundred Twenty-One Thousand Nine Hundred Fifty-Eight (\$3,421,958), inclusive of an estimated CPI increase of 2% at Year 4 of the term;

WHEREAS, the City and the Contractor acknowledge that the Agreement was required to have included an estimated CPI increase in Year 5 of the term to conform to the RFP;

WHEREAS, the City and Contractor agree to modify Section 10 (Termination for Convenience) to prohibit any termination without cause for the first two years of the term of the Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

8. COMPENSATION.

- A. The total compensation to be paid by City to Contractor for work and services described in Exhibit "D" shall be as submitted in the proposal for an amount not to exceed **Three Million Four Hundred Thirty-Five Thousand Eight-Hundred Nine \$3,435,809.** Contractor's fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "D" attached hereto and made a part hereof.
- B. Said fees reflects **\$678,960** annually for the first three years of the agreement and an estimated Consumer Price Index increase of 2% applied in the fourth **and fifth year** anniversary date of the Agreement. However, the actual CPI

shall be applied at the fourth and fifth year.

10. TERMINATION FOR CONVENIENCE. In consideration of the substantial investment that Contractor has made in the equipment needed to perform the services required by this Agreement, the parties mutually agree that, for the period of time commencing on October 23, 2019 and for two (2) consecutive years thereafter, the City may not terminate this Agreement for Convenience pursuant to this Section 10. After the second year of services, the City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Contractor 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 the City as provided herein, Contractor will be paid a total amount equal to its fees earned 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.

2. EFFECT OF AMENDMENT.

Except as expressly amended herein, all other terms and conditions of the Agreement and its amendments, attachments, and exhibits hereto, shall remain in full force and effect. All of the recitals to this Amendment No. 1 are incorporated into the Agreement as modified by this Amendment No. 1.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, Parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers thereunto dully authorized.

CITY OF SOUTH GATE:


By: _____
Maria Davila, Mayor

Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

**NATIONWIDE ENVIRONMENTAL SERVICES,
a division of JOE'S SWEEPING, INC.:**

By: _____
Ani Samuelian, President

Dated: _____

**AGREEMENT FOR
CITYWIDE STREET SWEEPING SERVICES BETWEEN THE CITY OF SOUTH GATE
AND NATIONWIDE ENVIRONMENTAL SERVICES**

This Agreement for Citywide Street Sweeping Services ("Agreement") is made and entered into on July 9, 2019, by and between the City of South Gate, a municipal corporation, ("City"), and Nationwide Environmental Services, a division of Joe's Sweeping, Inc., a California corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

RECITALS

WHEREAS, City desires to engage Contractor to perform certain technical and professional street sweeping services, as provided herein, in connection with that certain project identified as: Citywide Street Sweeping Services;

NOW, THEREFORE, the Parties hereby agree as follows:

1. PARTIES TO THE AGREEMENT.

The Parties to the Agreement are:

- A. Owner: The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280.
- B. Contractor: Nationwide Environmental Services, a division of Joe's Sweeping, 11914 Front Street Norwalk, CA 90650

2. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES.

The representatives of the Parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

- A. The principal representative of the City shall be:

Arturo Cervantes, P.E.
Assistant City Manager/Director of Public Works
Public Works Department
City of South Gate
8650 California Avenue
South Gate, CA 90280

- B. The principal representative of the Contractor shall be:
Ani Samuelian
President

Nationwide Environmental Services
11914 Front Street
Norwalk, CA 90650

- C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by mail.
- D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

3. **ENGAGEMENT AND SCOPE OF WORK.**

The City hereby engages the Contractor, and the Contractor accepts such engagement, to perform the street sweeping services described in the "Scope of Work" ("Work") identified in Exhibit "A" to that certain Request for Proposals for Citywide Annual Street Sweeping Services Contract, dated January 28, 2019 ("RFP") as modified by Addenda Nos. 1-6, inclusive. (Exhibit "A" from the RFP and Addenda Nos. 1-6 are incorporated by reference and are attached hereto as Exhibit "A".) The locations at which such Work is to be performed ("City Facilities") are identified in "Street Sweeping Areas/ Maps" in Exhibit "B" to the RFP. (Exhibit "B" from the RFP is incorporated by reference and is attached hereto as Exhibit "B".) The Work shall include all the terms and conditions of Contractor's Street Sweeping Services Proposal dated January 28, 2019 (incorporated by reference and attached hereto as Exhibit "C" hereinafter referred to as "Street Sweeping Services Proposal Dated January 28, 2019"), as revised by Contractor's Revised Fee Proposal for Street Sweeping Services ("Revised Proposal") dated June 13, 2019 (incorporated by reference and attached hereto as Exhibit D"). To the extent the Proposal conflicts with anything else in this Agreement, the terms of this Agreement shall control.

4. **TERM OF AGREEMENT.**

This Agreement is effective as of July 9, 2019, and will remain in effect for a period of five (5) years from said date October 23, 2019, unless otherwise expressly extended and agreed to by both Parties or terminated by either Party as provided herein. By mutual written consent, at the end of the fifth year, City and Contractor may extend term of this Agreement for a maximum of two (2) additional years.

5. **DATA PROVIDED TO CONTRACTOR.**

City shall provide to Contractor, without charge, all data, including reports, records, maps and other information, now in the City's possession, which may facilitate the timely performance of the work described in Exhibit "A" and Exhibit "B" as revised by Exhibits "C" and "D".

6. **INDEPENDENT CONTRACTOR.**

Contractor is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City. In the event that Contractor or any employee, agent of Contractor providing services under the Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor 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.

7. CONTRACTOR'S PERSONNEL.

- A. All services required under this Agreement will be performed by Contractor, or under Contractor'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.
- B. Contractor 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.
- C. Contractor 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.
- D. Contractor 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 Contractor in connection with the work performed arising from this Agreement.

8. COMPENSATION.

- A. The total compensation to be paid by City to Contractor for work and services described in Exhibit "D" shall be as submitted in the proposal for an amount not to exceed Three Million Four Hundred Twenty-One Thousand Nine-Hundred Fifty-Eight and Zero Cents \$3,421,958.00. Contractor's fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "D" attached hereto and made a part hereof.
- B. Said fees reflects \$678,960 annually, for the first three years of the Agreement and an estimated Consumer Price Index increase of 2% applied in the fourth year anniversary date of the Agreement. However, the actual CPI shall be applied at the fourth year.
- C. Notwithstanding anything to the contrary in the proposal, invoices will be processed for payment and paid subject to approval by Director of Public Works and City Council within forty-five (45) days from date of receipt by Director of Public Works. Travel expenses (time, mileage, etc.) to attend business meetings and/or any other business associated with as-needed services shall be waived and shall not be shown on the Contractor and sub-Contractor's compensation submittal to the City.
- D. Contractor shall be required to attend meetings as necessary in the delivery of street sweeping services. Travel time between the Contractor's office and the meeting

location shall not be billable; however, mileage will be. Contractor may request an exemption on a case by case basis, which shall be subject to City approval.

9. INDEMNITY AND INSURANCE.

Contractor agrees to indemnify, hold harmless and defend the City, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever incurred in or in any manner arising out of or related to Contractor's negligent or willful acts, errors or omissions, or those of its employees or agents.

A. (1) Contractor, at its expense, shall maintain in effect at all times during the performance of work under this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers listed in Exhibit "A" or better in the Best's Insurance Guide and authorized to do business in the State of California.

(a) Workers' Compensation and Employer's Liability

- Workers' Compensation-coverage as required by law.
- Employer's Liability-limits of at least \$1,000,000 per occurrence.

(b) Comprehensive General Liability

- Combined Single Limit-\$1,000,000.
The automobile and comprehensive general liability policies may be combined in a single policy with a combined single limit of \$1,000,000. All of the Contractor's policies shall contain an endorsement providing that written notice shall be given to City at least thirty (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.

(2) Policies providing for bodily injury and property damage coverage shall contain the following:

(a) An endorsement extending coverage to City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Agreement. Such insurance shall be primary insurance as respects the interest of City, and any other insurance maintained by City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.

(b) "Severability of Interest" clause.

(c) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Contractor under the Agreement, including without limitation that set forth in Section 10.A.

(3) Promptly on execution of this Agreement and prior to commencement of any work Contractor shall deliver to City copies of all required policies and endorsements to the required policies.

- (4) The requirements as to the types and limits of insurance to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify Contractor's liabilities and obligations under this Agreement.
- (5) Any policy or policies of insurance that Contractor elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.

10. TERMINATION FOR CONVENIENCE.

City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Contractor 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, Contractor will be paid a total amount equal to its fees earned 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.

11. TERMINATION FOR CAUSE.

- A. In addition to Section 10, above, City may, by written notice to Contractor, terminate the whole or any part of this Agreement in any of the following circumstances:
 - (1) If Contractor fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or
 - (2) If Contractor 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.
- B. In the event City terminates this Agreement in whole or in part as provided above in paragraph A of this Section 10, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.
- C. If this Agreement is terminated as provided above in paragraph A, City may require Contractor to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by Contractor. Upon such termination, Contractor 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 Contractor, and to authorized reimbursement expenses.

- D. If, after notice of termination of the Agreement under the provisions of this Section 10, it is determined, for any reason, that Contractor 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 Section 9.

12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.**

- A. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, handicap or age. Contractor 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, handicap or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
- B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Contractor for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Contractor 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 is available for inspection and on file with the Public Works Department.

13. **CONTRACTOR'S WARRANTIES AND REPRESENTATIONS.**

Contractor warrants and represents to City as follows:

- A. Contractor has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement.
- B. Contractor has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.
- C. Contractor has no knowledge that any officer or employee of the City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the Contractor, and that if any such interest comes to the knowledge of Contractor at any

time, a complete written disclosure of such interest will be made to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

- D. Upon the execution of this Agreement, Contractor has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

14. SUBCONTRACTING, DELEGATION AND ASSIGNMENT.

- A. Contractor shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director of Public Works; provided, however, that claims for money due or to become due to Contractor from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:

- (1) The amount involved, together with Contractor's analysis of such cost or price.
- (2) A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of the City.

- B. Any assignment, delegation or subcontract shall be made in the name of the Contractor and shall not bind or purport to bind the City and shall not release the Contractor from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Contractor under this Agreement.

15. OWNERSHIP OF DOCUMENTS.

All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by Contractor in the course of performing the work required by this Agreement shall be the property of the City. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Contractor under this Agreement shall, upon request, be made available to City without restriction or limitation on their use.

16. ENTIRE AGREEMENT AND AMENDMENTS.

- A. This Agreement supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.
- B. No attempted waiver of any of the provisions hereof, nor any modification in the

nature, extent or duration of the work to be performed by Contractor hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

- C. Contractor acknowledges and agrees that it has consulted with an attorney, or has knowingly foregone the opportunity to do so and executes this Agreement knowingly and voluntarily.

17. RESOLUTION OF DISPUTES.

Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. In the event that the parties cannot reach agreement, parties agree to submit their dispute to non-binding arbitration prior to the commencement of any legal action or suit. The parties are free to choose a mutually agreeable arbitrator; however, in the event of a lack of agreement between the parties, the matter shall be submitted to the American Arbitration Association and be subject to its Commercial Arbitration Rules. Each party shall bear its own costs and fees, and share equally in the cost of the arbitration fee.

18. SEVERABILITY.

If any provision of this Agreement is held by court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

19. EXHIBITS.

The following exhibits to which reference is made in this Agreement is deemed incorporated herein in their entirety:

- Exhibit "A" Scope of Work
- Exhibit "B" Street Sweeping Areas/ Maps
- Exhibit "C" Street Sweeping Services Proposal
Dated January 28, 2019
- Exhibit "D" Revised Proposal for Street Sweeping Services

20. GOVERNING LAW.

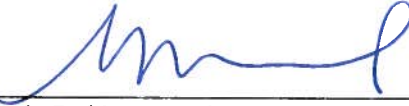
This Agreement shall be governed by the laws of the State of California, without regard to conflict of law principles.

21. EFFECTIVE DATE.

The effective date of this Agreement is July 9, 2019, and shall remain in effect for a period of five years from the commencement date of October 23, 2019, unless terminated otherwise in accordance with the terms of this Agreement.

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

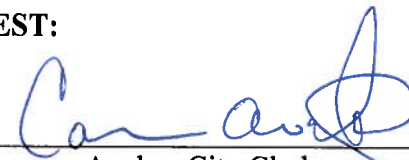
CITY OF SOUTH GATE:

By: 

María Belén Bernal, Mayor


Dated: 10/17/2019

ATTEST:

By: 

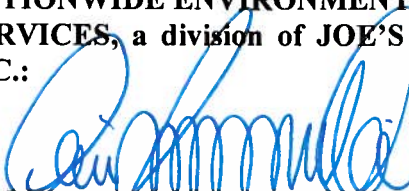
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 

Raul F. Salinas, City Attorney

NATIONWIDE ENVIRONMENTAL SERVICES, a division of JOE'S SWEEPING, INC.:

By: 

Ani Samuelian, President

Dated: 10/16/2019

EXHIBIT A

SCOPE OF WORK

EXHIBIT A- SCOPE OF WORK

PART 1 –GENERAL DESCRIPTION

DEFINITIONS

When the following terms are used in this Request for Proposals, they have the following meaning:

1. **Proposal Item** – Individual items of work in the Contractor's proposal at an agreed price for the work.
2. **Curb Mile** – A curb mile equals 5,280 feet and is the measurement used to designate those miles predetermined by City to be swept by the street sweeping Contractor.
3. **Debris** – All litter, rubbish, organic debris including leaves and grass clippings, sand, dirt, garbage and other foreign material removable from a paved street with a mechanical street sweeper.
4. **Emergency (As-needed) Services** – Sweeping required by City excluding regularly scheduled street sweeping that requires additional dedicated labor, equipment and work hours. Billing for emergency sweeps will be based on an hourly rate with travel time excluded.
5. **Fully Operational** – In a condition to undertake the function to adequately complete sweeping schedules.
6. **Inclement Weather** – Weather conditions that prohibit the effective operation of sweeping operations, such as heavy rain or winds.
7. **Non-emergency Sweeps** – Sweeping required by City excluding regularly scheduled street sweeping that requires additional dedicated labor, equipment and work hours. Billing for non-emergency sweeps will be based on an hourly rate with travel time excluded.
8. **Parking Lots** – Asphalt, concrete or other hard surfaced areas primarily for the parking of automobiles.
9. **Periodic Inspection** – Routinely scheduled or randomly noticed inspection or audit conducted by City.
10. **Quality of Sweeping** – The street sweeper shall leave designated areas of sweeping free of all dirt, litter, debris, and visual dust.
11. **Re-Sweeps** – Sweeping required of Contractor when previous sweeps have been deemed by City to be of poor quality, or when a street or sections of a street have been missed by Contractor during regularly scheduled street sweeping. Re-sweeps are completed at the expense of Contractor and shall be completed within 24-hours of notice, weather permitting.
12. **Routes** – designated street sweeping routes per maps provided.
13. **Special Event Sweeps** – Sweeping before and after special city events. These sweeps are included in the contracted service level.
14. **Streets** – All dedicated public rights-of-way within the existing or future corporate limits of the City that are paved, whether curbed with or without gutters or uncurbed.
15. **Street Sweeping** – The removal by mechanical street sweepers of all debris from

all portions of the street, including, but not limited to both sides of residential streets, adjacent to residential raised medians, street intersections, the areas adjacent to arterial street curbs and raised medians (such as left turn pockets), and the center striped areas of arterial streets.

16. **Travel Speed** – Sweeper operator speed in miles per hour while the sweeping head is lowered in the operating position.

EXISTING OPERATION

The City is located in the Gateway Cities region of southeastern Los Angeles County with an estimated current population of 98,633. It is the 17th largest city in the County, located 7 miles from Downtown Los Angeles. The City covers an area of approximately 7.5 square miles.

The City's street sweeping operation is managed by the Street and Sewer Division of the Public Works Department. Sweeping services are currently provided by City employees and utilizing its own equipment. The City is seeking to provide these services through a contract with a sweeping contractor.

The City has approximately 125 miles of streets, 12 miles of alleys, or an equivalent of 17,976 lane miles per year. In addition, there are approximately 1,500 lane miles per year of street medians. Residential streets are swept during daytime hours once per week. Commercial, industrial streets, school areas, and alleys are swept at night once per week. Street medians are swept two times a week at night. Sweeping services are performed on all holidays. Exhibit A – Part 2, Table 1 shows the approximate route miles for the City's street sweeping program.

Sweeping is coordinated with refuse collection, which is provided pursuant to an agreement with Waste Management Inc., the City's waste hauler. Waste Management Inc., collects the sweeping debris deposited at the transfer station located at 9599 Salt Lake Avenue, South Gate 90280 at no charge. This arrangement is expected to continue. The street sweeper, to the extent possible, follows the refuse collection vehicle. Each year, the City provides sweeping support to three special events. All events require a pre-event sweep and post-event sweep to remove debris. For costing purpose, City has included a three additional events to the list, which is to be determined in the future.

Residential streets have posted parking restrictions of four (4) hours, between 7:30 am and 4:30 pm. Cars are required to be removed from streets during those time periods posted for street sweeping. Parking enforcement personnel follow the sweepers and cite vehicles that obstruct street sweeping efforts. The successful contractor will coordinate with the Police Department on routing and service delivery to ensure effective enforcement.

The City is interested in making improvements to its existing program by reducing parking restrictions in residential neighborhoods from four hours to two hours. The City expects the successful Contractor to formulate and implement the changes. Revised parking restrictions will require the selected Contractor to purchase and install new signage in the residential neighborhoods. As described in Exhibit A, some of the signage materials currently in possession

of the City will be provided to the contractor. As a part of the Proposal, the City is requiring that a fee proposal be included to accomplish these changes (see TASK D, Item 3 of Cost Proposal). The successful Contractor shall phase in these changes within six months.

The City’s current sweeping program has two daytime operators and one nighttime operator. The City uses three sweepers to perform street sweeping services as shown below. A fourth vehicle, the Elgin Crosswind serves as a backup when any of the front-line sweepers are out of service due to maintenance or repairs.

Table 1. Street Sweeping Equipment

Vehicle	Year Purchased	Age in 2018	Clean Air (AQMD) Compliant
Tymco 600	2010	8	No
Tymco 600	2010	8	No
Elgin Pelican	1992	26	No
Elgin Crosswind	1999	19	No

The City intends to retain the Elgin Pelican. The other three vehicles may be available for auction.

EXHIBIT A- SCOPE OF WORK

PART 2 - STREET SWEEPING SERVICES

GENERAL

The Contractor shall provide all material, labor, equipment, and supervision to perform the key tasks described in this Section. All work shall be performed 52 weeks per year including holidays.

The Contractor shall provide staffing to perform the required sweeping services during the hours prescribed in this RFP. Any changes to the days and hours of operation prescribed thereto shall be subject to approval by the City.

The Contractor shall use the City's Transfer Station, located at 9599 Salt Lake Avenue, South Gate 90280 to transfer debris obtained from city streets and lots. The Contractor shall offload collected debris into bins located at the Transfer Station and clean the surrounding area at no additional cost to the City.

ITEMIZED TASKS

1. ***ROUTINE STREET SWEEPING***: The Contractor will provide street sweeping services of streets, alleyways, Parks, Facilities and Parking Lots in accordance with the schedule specified herein:

The service area maps are shown in Exhibit B (Note: operating hours shown on the maps are revised and included in this Exhibit A, Part 2).

The acceptable daily hours of sweeping services shall be in accordance with in Exhibit A or, if directed by the City, times designated by the existing street sweeping signs throughout the City, which shall be considered normal work hours. The Contractor shall sweep the routes within the time posted on the street sweeping "no parking" signs or time designated herein.

Some sweeping routes may be adjacent to public or private schools. The Contractor shall coordinate these sweeping routes to ensure no conflicts are created.

2. ***SPECIAL EVENTS SWEEPING (6 Events)***: The Contractor shall sweep before and after the following special events including:
 - a. Tweedy Posada Festival
 - b. Tweedy Street Fair
 - c. Tweedy Christmas Parade
 - d. To be Determined (3 events) – (Note: Cost of the 3 events shall be based on the average cost of the Items a, b, and c above)

3. ***EMERGENCY SWEEPING:*** The Contractor will provide the following emergency street sweeping services:

- a. Any work associated with emergency sweeping requested by the City within the hours of 8 a.m. and 5:00 p.m., Monday through Friday. **Note: any costs associated with work done within this time interval shall be included as part of Task A and Task B at no additional payment will be made to the Contractor, thereof.**
- b. Emergency Sweeping (except for hours between 8 a.m. and 5:00 p.m. Monday through Friday) requested by the City.

The Contractor shall, during the term of this contract, respond to requests for emergency sweeps, 24 hours per day, 7 days per week, by dispatching required sweeping equipment to the site, within one hour of contact by the City. The Contractor shall maintain an accurate callback list throughout the duration of this Contract and provide said list to the City. Payment will be based upon actual sweeping time. Contractor shall not receive any compensation for Emergency Sweeping conducted with regularly scheduled staff during the regular working day.

4. ***NON-EMERGENCY SWEEPING:*** The Contractor will provide the following non-emergency street sweeping services as requested by the City.

The City shall request non-emergency sweeps with at least a 48-hour notice. The Contractor shall be compensated for non-emergency sweeps at the established contract rate. There shall be no minimum compensation for non-emergency special sweeps. Payment will be based on actual sweeping time.

Any proposed work where the contractor wishes to receive additional compensation for, shall have costs that are approved by the City in advance of performing the work.

5. ***PARKING ANALYSIS AND SIGN INSTALLATION:*** Within six months of the Contractor's starting date of service, Contractor shall perform a parking analysis for reducing no parking in residential neighborhoods from the current four hours to two hours. This may include new street sweeping route analysis.

If approved by the City, the Contractor shall install all parking signs and stickers to modify parking hours. There are approximately 3,500 parking signs in residential neighborhoods that restrict parking in 4-hour increments. Most signs are 18 by 24 inches, although some are 18 by 30 inches. It is the contractor's responsibility to determine the actual number of signs in advance of their submitting their Proposal.

The revised parking restrictions will require purchase, printing and installation of new signs in the residential neighborhoods that prohibit parking in 2-hour increments. The City has approximately 2,200 blank signs (18 by 24 inches) in its inventory that can be printed with the new hours and 800 printed signs (18 by 24 inches) that can be modified with a sticker. The City is willing to provide these signs to the Contractor. The Contractor shall phase in

these changes within six months of the contract start date if approved by the City.

SUMMARY OF WORK

Streets and Medians

The approximate quantities and the frequency of the work to be performed are summarized below. Contractor shall verify quantities prior to bidding:

Table 1. Street Sweeping Scheduled Miles

Street Type	Approximate Lane Miles Swept per Year
Local Streets	9,058
Collector Streets	1,799
Street Medians	1,150
Arterials	6,521
Alleys	1,200*
TOTAL MILES	19,728
Approximately	20,000

* Miles shown for alleys are for twice a week sweeping.

Street median sweeping includes Firestone Blvd., Imperial Highway, Garfield Avenue, Tweedy Blvd., and Atlantic Avenue.

Parks and Other Facilities

Parking lot sweeping at City parks (South Gate Park, Hollydale Park, Cesar Chavez Park, and State Street Park) is coordinated with Parks and Recreation staff (Table 2). The use of smaller sweepers may be needed in certain lots.

Street sweeping is also performed before and after public events and in response to emergencies and accidents, as needed. Costs for sweeping before and after must be included in the Cost Proposal.

Table 2. Parking Lot Sweeping Summary for City Owned Facilities/Parks

Description	Location	Sweeping Area (Sq. Feet)
Public Works Corporate Yard	4244 Santa Ana Street	35,903

South Gate Park (12 Parking Lots Total)	Southern Ave./Hildreth Ave./Tweedy Blvd./Pinchurst Ave.	553,721
Cesar Chavez Park (3 Parking Lots Total)	See Exhibit B	6,386
State Street Park (3 Parking Lots Total)	See Exhibit B	5,196
Hollydale Regional Park (2 Parking Lots Total)	<ul style="list-style-type: none"> • Rio Hondo Dr./Monroe Ave. • Century Blvd./Rio Hondo Dr. 	132,366
TOTAL SQUARE FEET		733,572
(Approximate Area Square Feet)		750,000

Parking Lots

The City has parking lots which shall be swept (See Table 3). The use of smaller sweepers may be needed in certain lots.

Table 3. Parking Lot Sweeping Area Summary

	Description	Location	Sweeping Area (Sq. Feet)
1	Lot 1C	Tweedy Blvd./California Avenue	14,423
2	Lot 2C	California Avenue/Tweedy Blvd.	8,355
3	Lot 3C	San Antonio Ave./Tweedy Blvd.	4,160
4	Lot 4C	San Carlos Ave./Firestone Blvd.	5,686
5	Lot 5C	San Carlos Ave./Tweedy Blvd.	8,375
6	Lot 6C	San Carlos Ave./Tweedy Blvd.	4,227
7	Lot 7C	San Juan Ave./Tweedy Blvd.	9,652
8	Lot 8C	San Juan Ave./San Luis Ave.	14,520
9	Lot 10C	San Miguel Ave./Tweedy Blvd.	5,406
10	Lot 11C	San Miguel Ave./San Vicente Ave.	14,650
11	Lot 12C	San Vicente Ave./Madison Ave.	26,084
12	Lot 13C	Otis Ave./McNerney Ave	8,600
13	Lot 14C	McNerney Ave/Bowman Ave	17,134
14	Lot 15C	Bowman Ave/Tweedy Blvd.	13,018
15	Lot 16C	Bowman Ave/Tweedy Blvd..	8,593
16	Lot 17C	Bowman Ave/Alexander Ave	25,992
TOTAL SQUARE FOOTAGE			188,875
(Approximate Area)			200,000

Special Events Sweeping (6 Events)

Contractors is to sweep during 3 special event described herein and 3 additional events to be determined by the City.

Emergency Work

Assume 200 hours of emergency as needed work.

Non Emergency Work

Assume 200 hours of nonemergency as needed work.

REQUIRED SWEEPING SCHEDULE

Table 4. Street Sweeping Schedule

Areas	Times	Frequency
Residential streets	7:30 a.m. to 11:30 a.m. 10:00 a.m. to 2:00 p.m. 12:00 p.m. to 4:00 p.m. <i>Parking restrictions may be reduced to 2 hours.</i>	Once per week (Monday – Friday) <i>City may elect to sweep twice per week.(Task B)</i>
Commercial, industrial, and arterial streets	3:00 a.m. to 6:00 a.m.	Once per week (Monday – Friday) <i>City may elect to sweep twice per week.(Task B)</i>
Alleys	3:00 a.m. to 10:00 a.m.	Twice per week (Monday – Friday)
Twedy Blvd Business District	3:00 a.m. to 8:00 a.m.	Once per week (Monday- Friday) <i>City may elect to sweep twice per week.(Task B)</i>
Hollydale Business District (Garfield and Paramount)	3:00 a.m. to 8:00 a.m.	Once per week (Monday- Friday) <i>City may elect to sweep twice per week.(Task B)</i>
Public Works Corporate Yard	7:00 a.m. to 4:00 p.m.	Once a week, Friday
City Parking lots	3:00 a.m. to 6:00 a.m.	Once per week (Monday-

Areas	Times	Frequency
Schools – 3 High schools 2 Middle schools 13 Elementary schools 2 Charter schools	3:00 a.m. to 6:00 a.m.	Friday) Monday, once per week
Medians	2:30 a.m. to 6:00 a.m.	Twice per week (Monday-Friday)
South Gate Park and Hollydale Park State Street Park and Caesar Chavez Park	10:00 p.m. to 6:00 a.m. 10:00 p.m. to 6:00 a.m.	Once per week (Monday) Once per week (Monday-Friday)
Special events: <ul style="list-style-type: none"> • Tweedy Miles Posada Festival • Tweedy Miles Street Fair • Tweedy Miles Christmas Parade • 3 additional locations (to be determined) 	<p>Cleaning before event (4 pm to 5 p.m.) and after the event on the same day (after 11 p.m.). One-day event.</p> <p>Cleaning starts Thursday 4 a.m. and Monday 5 a.m. after the event). 3-day event.</p> <p>Cleaning before (8 a.m. and after the event on the same day (after 5 p.m.).</p> <p>Between 4 a.m. and 6 a.m.</p>	<p>One event per year</p> <p>One event per year</p> <p>One event per year</p> <p>Per event</p>

STANDARDS OF WORK AND CONTRACTOR RESPONSIBILITES

1. The Contractor shall perform the cleaning services described in the RFP including, but not limited to, the following:
“Thoroughly sweep each improved street, parking lot and alley in the City on a frequency as specified in this scope of work and dispose of collected debris in a legal manner. Work, equipment, and methods shall be in compliance with all applicable California Air Resources Board (CARB), South Coast Air Quality Management District (SCAQMD) and National Pollutant Discharge Elimination System (NPDES) regulations and requirements.”
2. Sweeping services shall include:
 - a. Areas of street including curb lines along both sides of the roadway or to the edge of pavement where no curb exists, along all curbs on raised medians, over all portions of painted median, painted left and right turn pockets, and all intersection cross-gutters.
 - b. Noses or ends of curbed medians and arterial intersection turn pockets and arterial intersection center areas and dead spots are to be maintained on the same frequency as the median or intersection for which they are associated and included in the curb mile price.
 - c. Curb returns (radii) at intersections of arterial and residential streets will be swept along their entire length and free of debris on scheduled arterial sweeping days.
 - d. Gutter lines in streets need to be free from debris.
 - e. Areas to be swept that may cause damage to the Contractor’s equipment used, or any City property equipment used are to be swept by hand or blower.
 - f. While the Contractor is normally responsible for the 8- foot wide strip (sweeper width), curb to curb sweeping, an additional width of street may need to be swept at some locations due to unforeseen circumstances and shall be included within the curb mile price.
 - g. Bulb outs, islands, and City parking spaces need to be cleaned by appropriately sized and style sweeper, in addition hand or blower should be included as part of the regular duties in the sweeping schedule.
3. The Contractor’s street sweeper shall leave designated areas free of all dirt, litter, leaves, debris, and visual dust within the control of a fully operational machine. Due to various street widths and configurations throughout the City, street sweeping may require slower travel speed and/or multiple passes by the sweeper in many cases, to ensure curb-to-curb coverage of the street. All deposits within intersections shall be removed as part of the sweeping operations, resulting in minimal debris residual or tailings left on the swept surface following the completion of a pass(es) of the street sweeping machine.
4. No sweeper shall blow debris onto residential or arterial driveway aprons, sidewalks or access ramps. Contractor shall be responsible for the manual cleanup of any debris. Clean-up will be completed at the time of occurrence at Contractor’s expense. Due to various street configurations and densities of the urban forest throughout the City, when necessary for proper cleaning, the Contractor shall make more than one pass on a street without extra charge. Payment will be made for the initial length of curb swept, not

- the number of passes needed to leave designated areas free of all dirt, litter, debris, and visual dust within the control of a fully operational machine.
5. The Contractor shall perform the work described in this RFP in a thorough and professional manner so residents and businesses within the City are provided with courteous, reliable and high-quality street sweeping services at all times. Sweeping speed shall not exceed eight miles per hour. If at any time the City determines that sweeping speed has exceeded eight miles per hour, the City may require the Contractor to re-sweep any part of or the entire sweeping route in question at no additional cost to the City.
 6. The Contractor shall immediately respond when notified by the City to re-sweep unsatisfactory areas at no additional charge. In areas with offset angles, extruded curbs, parking blocks or any areas where street sweeping equipment has difficulty in maneuvering, the Contractor shall use whatever legal means necessary to maintain the cleanliness of these areas. These areas are subject to all the terms and conditions listed in this contract.
 7. No leaves or debris shall remain on City streets overnight.
 8. Several passes of sweeping may be necessary to clean the parking lots.
 9. The Contractor shall assign to the City, at all times, the necessary amount of fully operational street sweeping vehicles and qualified operators to perform the Scope of Services as outlined in this RFP unless written approval from the City has been obtained. Furthermore, Contractor shall have on-call reserve sweeping vehicle(s) and operator(s) in case of equipment failure or personnel illness/absents. A penalty of \$500 will be assessed for each calendar day a sweeping route is not completed due to equipment failure or insufficient qualified personnel.
 10. The Contractor's equipment operator shall maintain a listing of roadway locations of that cannot be adequately swept because of larger obstructions such as low hanging limbs or vehicles parked on City streets. The Contractor shall report these locations, by address, to the City within 24 hours. (Deductions may be made from the Contractor's payments for areas not swept due to obstructions that were not reported to City within the time allowed.)
 11. Operators shall report items that have been dumped illegally in the city rights-of-way. The Contractor shall report these items to the City daily (Monday through Friday) and submit the written log(s) weekly. The City shall provide the Contractor's operators with annual training to help identify these types of items.
 12. The Contractor shall respond to all callbacks for re-sweeps to the satisfaction of the City, within one hour of notification. Notifications of deficiencies, poor workmanship, or missed sweeping received from customers within the posted sweeping hours shall be responded to by the Contractor at no additional charge to the City. The City will notify the Contractor of such instances.
 13. The regularly scheduled street sweeping times shall be adhered to by the Contractor unless deviation from the approved schedule is authorized by the City.
 14. Residential streets are posted with no parking for street sweeping signs. The Contractor shall coordinate sweeping operations with Parking Control Officers from the City of South Gate Police Department.
 15. In the event that inclement weather precludes adhering to the regular sweeping schedule, the affected areas may be omitted from the schedule for that cycle only, as directed by

the City. No payment adjustment will be made for cancellation due to inclement weather. During inclement weather, a two-hour standby period prior to the designated start time shall be observed before a scheduled residential or commercial sweep will be canceled. All cancellations will be at the discretion of the City.

16. Contractor shall notify the City should the Contractor have an emergency and the City shall determine whether the Contractor is released of completing a daily route based on the nature of the emergency. The City has the authority to interrupt scheduled service should the City have an emergency.
17. The Contractor shall make all necessary arrangements through the City's Water Division to obtain water meters/permits to pay for water necessary to the Contractor's operations. Water may be obtained from any City fire hydrant. Water costs are the responsibility of the Contractor.
18. Waste Management Inc., the City's waste hauler, collects the sweeping debris deposited at the transfer station at no charge. This arrangement is expected to continue.
19. The selected company will work closely with the Field Operations Manager or his designee to ensure the effectiveness of street sweeping services to the community.

EQUIPMENT

1. The Contractor shall provide and use new sweeping equipment in the City within six months of the contract start date. During the first six months of the contract, equipment used in the City shall be no older than two years old.
2. All sweepers shall be powered by Compressed Natural Gas (CNG) engines that meet most current AQMD clean air requirements.
3. The quality and quantity of the equipment used by the Contractor for the sweeping of streets shall be sufficient to perform the work required herein. A minimum of two primary sweepers and one back-up sweeper shall be provided by the Contractor.
4. All sweepers (primary or backup) shall be clean, painted and presentable for use in the community.
5. All primary and back-up sweepers shall be maintained in good running condition. All sweepers shall meet regulatory standards applicable in the year of operation.
 - a. The specific equipment to be used shall be specified in the Contractor's proposal (e.g., broom type, vacuum-type, regenerative air vacuum type). The Contractor shall provide one month prior to any subsequent contract extension year the make, model, and year of sweeper equipment to be used in the City. The Contractor shall submit Department of Motor Vehicle registration copies to the City in his/her proposal and at the annual intervals identified in this section.
 - b. Manufacturer's Equipment Specifications are to be included in the proposal. All equipment, including support equipment, to be used by Contractor shall be listed as a part of the detailed inventory to support the Contractor's qualifications.
 - c. Manufacturer's Equipment Specifications shall be mailed or faxed to City whenever new equipment is added to the Contractor's inventory.
 - d. All sweeping equipment must conform to all federal, state and local safety regulations.

6. All equipment shall be equipped in accordance with State law. The flashing beacon light shall be visible for a minimum of one mile, flash 60 to 90 times per minute, amounted for 360-degree visibility, and equipped with an amber lens. An arrow board, approved by the City, shall be mounted on the back of all equipment. All sweeping equipment provided by the Contractor is required to comply with air quality requirements.
7. Each sweeper is required to be equipped with a portable blower. The Contractor shall utilize the portable blower to move debris to a location where it can be removed by the sweeper unit any time obstructions, temporary or permanent, limit the sweeper unit's access to areas included in sweeping services. Blowers shall not be used directly adjacent to parked vehicles.
8. Any street sweeping vehicle fluid leaks will be cleaned immediately using all appropriate dry-cleaning methods and properly disposed. Each sweeper provided by the Contractor shall carry a spill kit and the operator shall be properly trained on how to clean spills. Costs incurred by the City to respond to, clean up, and/or contain fluid spills from any Contractor's vehicle shall be paid by the Contractor.
9. All sweepers shall have in large markings the name of the Contractor, and the phrase "Under Contract with the City of South Gate" either painted or affixed to both sides of the sweepers with a set of placards. The sweepers shall have provision to install display signs (for example: Clean Air Vehicles).
10. Each sweeper shall be equipped with an automatic vehicle location device (e.g., GPS) and dash cam. The vehicle location and management systems shall be approved by the City.
11. All street sweepers shall be adequately equipped with a water system for dust control and shall comply with CARB dust regulations.
12. All street sweepers shall have telephone communication with the City during sweeping operations. The Contractor may elect to provide an alternate means of two-way communication with the City. Any proposed two-way communication shall be operational throughout the entire City limits and approved by the City.
13. The City reserves the right to approve all equipment used in providing services in the City.

INSPECTIONS, MEETINGS AND DOCUMENTATION

1. The City reserves the right to perform inspections, including inspection of Contractor's equipment, at any time for the purpose of verifying the Contractor's performance of contract requirements and identifying deficiencies.
2. The Contractor or his/her authorized representative shall meet with the City or his/her representative on each site at the discretion and convenience of the City, for walk-through inspections. All routine maintenance functions shall be completed prior to this meeting.
3. At the request of the City, the Contractor, or his/her appropriate representative, shall attend meetings and/or training sessions, as determined by the City, for purposes of orientation, information sharing, contract revision, description of the City policies, procedures, standards, and the like.
4. The Contractor shall provide to the City such written documentation and/or regular reports as the City deems necessary to verify and review Contractor's performance under

this contract and to provide to the City pertinent information relative to the maintenance, operation, and safety of the sites.

CUSTOMER SERVICE

1. The Contractor shall maintain a customer service program. The program shall be operational from 7:00 A.M. to 6:00 P.M., Monday through Friday, inclusive of holidays (“office hours”). A responsible and qualified bilingual (English and Spanish speaking) representative of the Contractor shall be available during office hours for personal communication with the public. The Contractor's telephone system shall be adequate to handle the volume of calls typically experienced on the busiest days. If City receives more than five complaints in 30 days that customers are unable to contact the Contractor by phone, City may require Contractor to increase capacity. Contractor shall have a representative, a message machine, or an answering service available outside of office hours. Calls received outside of office hours shall be responded to on the next business day. Contractor shall provide City with a 24-hour emergency number to a live person, not voicemail.
2. All key operators and customer service staff assigned for this work shall be proficient in English and Spanish. All written communications shall be in both English and Spanish.
3. Service complaints received by the City shall be directed to the Contractor. The Contractor shall keep daily logs of complaints forwarded to it for a minimum of three years. In addition to forwarded complaints, the Contractor shall log all other complaints received and this log shall include the date and time the complaint was received, the name, address and telephone number of the caller/complainant, a description of the complaint, the name of the employee recording the complaint, and the action taken by the Contractor to respond to and remedy the complaint.
4. All written customer complaints and inquiries shall be date-stamped when received. All complaints shall be initially responded to within one business day of receipt. Contractor shall resolve complaints within two business days. Contractor shall log action taken to respond to and remedy the complaint.
5. All customer service records and logs kept by the Contractor shall be available to the City upon request. The City shall, at any time during regular office hours, have access to the Contractor's customer service department for purposes that may include monitoring the quality of customer service or researching customer complaints.
6. Disputes between the Contractor and customers regarding the services provided in accordance with this Agreement may be resolved by the City. The City's decision shall be final and binding.
7. Intervention by the City is not a condition precedent to any rights or remedies third parties might otherwise have in any dispute with the Contractor. Nothing in this section is intended to affect the remedies of third parties against the Contractor.
8. The Contractor shall maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English-speaking supervisor. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during

the course of work.

COMMUNICATION AND EMERGENCY RESPONSE

1. The Contractor shall, during the term of this Contract, maintain a 24-hour emergency telephone number, toll free to a 323 area code. This number is for the City to contact the Contractor. For hours beyond a normal business day, an answering service shall be considered an acceptable substitute. Voicemail is not acceptable.
2. All requests for emergency services shall require equipment and operator to be dispatched to the required location as soon as possible after notification; but in all cases within one hour, to the satisfaction of the City. If any emergency service request is not responded to in one hour, the City shall be notified immediately of the reason for not meeting the required response time followed by a written report to the City within two working days.
3. Whenever immediate action is required to prevent possible injury, death, or property damage, or to address accidents that occur in the community, City may, after reasonable attempt to notify the Contractor, cause such action to be taken by alternate work forces and, as determined by the City, charge the cost thereof to the Contractor, or deduct such cost from any amount due to the Contractor. This deduction shall include a markup for administrative costs equal to 15% of the actual costs incurred.
4. Contractor's supervisor shall carry a mobile telephone with a 323 area code. Supervisor shall respond to any call from the City within 30 minutes at any time.

SAFETY

1. The Contractor agrees to perform all work outlined in this contract in such a manner as to meet all accepted standards for safe practices during the performance of his/her duties and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or Federal requirements at all times to protect all persons, including Contractor's employees, agents of the City, vendors, members of the public or others from foreseeable injury or damage to their property. Contractor shall make weekly inspections for any potential hazards at said sites and keep a log indicating date inspected and action taken.
2. The Contractor shall notify the City immediately of any occurrence of accident, injury, or persons requiring emergency services and, if so requested, shall prepare a written report thereof to the City within three calendar days following the occurrence, unless a lesser time period is required by law. Contractor shall cooperate fully with the City in the investigation of any such occurrence.

CHANGES TO SWEEPING SCHEDULES

1. The Contractor shall submit revised work schedules to the City for review and

approval at least 30 days before schedules are to be implemented. Said work schedules shall identify effected routes and delineate the current and proposed time frames for performance.

TRAINING

1. The Contractor shall provide sufficient personnel to perform all work in accordance with the specification set forth herein.
2. The Contractor's personnel shall possess the minimum qualifications for the position in which each is working.
3. The Contractor shall have a local representative with authority to contractually bind the Contractor in matters that may arise during performance period of this agreement. Local in the context of this agreement is defined as the Los Angeles County area. The Contractor shall provide, prior to commencement of work under this agreement, in writing to the City, a statement indicating by name the specific authority vested in the local representative. The Contractor's local representative shall be responsible for instructing and training of the Contractor's personnel in the proper and specified work method and procedures; directing, scheduling, and coordinating all sweeping services and functions to completely accomplish the work as required by this agreement. The local representative shall be available for consultation regarding problems on a daily basis during regular working hours, Monday through Friday.
4. Contractor's employees shall at a minimum have training in the Work Area Control Handbook and in Work Zone Safety programs.
5. Each crew of the Contractor's employees shall include at least one individual who is bilingual: proficient in the Spanish and English languages. For the purposes of this section, a crew is understood to be any individual worker or group of workers who might service any site without other Contractor's supervisory personnel present.
6. The City may at any time give the Contractor written notice to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the City, detrimental to the interest of the public patronizing the premises. The Contractor shall meet with representatives of the City to consider the appropriate course of action with respect to such matters and the Contractor shall take reasonable measures under the circumstances to assure the City that the conduct and activities of the Contractor's employees will not be detrimental to the interest of the public patronizing the premises.
7. The City may at any time order any of the Contractor's personnel removed from the premises when, in the reasonable belief of the City, said Contractor's personnel are objectionable, unruly, unsafe, or otherwise detrimental to the interest of the City or the public patronizing the premises.
8. The Contractor shall require each of his/her personnel to adhere to basic public works standards of working attire including uniform shirts and/or vests clearly marked with the Contractor's company name and employee name badges as approved by the City. Sufficient changes shall be provided to present a neat and clean appearance of the Contractor's personnel at all times. Shirts shall be worn and buttoned at all times. The Contractor's personnel shall be equipped with proper shoes and other gear required by State safety regulations. Brightly colored traffic vests or reflectors, meeting Caltrans' standards, shall be worn when personnel are working near vehicular traffic.

9. The City reserves the right to approve all employees providing services in the City.

NOISE

1. The Contractor shall not interfere with the public use of the premises and shall conduct its operations to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area where services are performed.
2. In the event that the Contractor's operations must be performed when persons of the public are present, Contractor shall courteously inform said persons of any operations that might affect them and, if appropriate, request persons to move out of the work area.
3. Contractor shall be subject to local ordinances regarding noise levels with regard to equipment operations. Any operating schedule may be modified by the City to ensure the public is not unduly impacted by the noise created by sweeping operations. The Contractor is responsible to know and follow all noise-related requirements listed in the South Gate Municipal Code. (The code can be found on the City's website.)

EQUIPMENT LOCATION AND REPAIR

1. The City requires that all equipment (both primary and backup sweepers) to be used for performing services under this agreement be kept within 30 miles of the City limits. The City may allow the Contractor to store its vehicles overnight at its Salt Lake Transfer Station as long as the Contractor is prepared to assume liability for its equipment.
2. The Contractor shall maintain a facility for repair and care of sweepers within 30 miles of the City. Brushes and brooms shall be maintained in proper condition and shall be replaced as recommended by the manufacturer, or when pick-up ability becomes impaired. Contractor is responsible for all costs associated with the installation, operation and maintenance of all devices/equipment utilized as part of the street sweeping services.
3. The Contractor shall demonstrate that adequate support equipment is available, including debris transfer vehicles, pickup trucks, service trucks, tire trucks, and any other item of equipment necessary to provide sweeping services as described in this agreement. All equipment, including support equipment, to be used by Contractor shall be listed as a part of the detailed inventory to support the Contractor's qualifications.
4. The Contractor's equipment and equipment service records, including warranty repair, shall be subject to periodic inspection by City. All work, to include warranty and non-warranty work shall be documented for City review.
5. Scheduled or unscheduled equipment maintenance and/or repairs shall be noticed to the City immediately, with anticipated date and time of equipment return.
6. The City shall have the option of performing a complete inspection of all vehicles at any time throughout the term of the contract. If any vehicle is inspected and it is determined to not meet standards the City deems necessary to fulfill the contract or to operate safely, the City may require such vehicle(s) be brought to standard before being placed back in service. Any vehicular accidents involving sweepers assigned to the City must be reported in writing to the City within 1 hour of the accident with a full report to be provided within five working days.

GPS, RADIO, AND DASH CAM EQUIPMENT

1. The Contractor shall provide automatic vehicle location device (e.g., GPS) and a dash cam on primary and backup sweeper units. These devices shall be placed on all sweeping equipment at the Contractor's cost.
2. All field vehicles shall be equipped with 2-way Motorola radio transmitter or equivalent to communicate with City staff during operations.
3. The Contractor shall provide associated software programs, which will report all street sweeping activity. The associated software, including monthly monitoring charges, shall be provided at no cost to the City. The contractor shall provide software and licensing for two work stations (at the City's Corporation Yard) and all associated IT services required to install, maintain, and update this software for the duration of the contract. Software shall be capable of being operated on computers using Microsoft Windows 7 or above.
4. Software shall be capable of demonstrating real-time location, speed and path of travel of equipment equipped with GPS and dash cam systems. The proposed system and its capabilities will be included in the proposal submitted. Software shall be capable of recording and printing daily activity logs indicating actual miles traveled, ground speed of equipment, the location of equipment at any given time, and any other information that is suitable for documenting actual work performed by the Contractor under this agreement. Data collected may be used by the City for the Inspection Rating System.
5. The Contractor shall respond to a request for GPS data or dash cam footage by the City in one working day.
6. Should any location device fail, or need repair, the Contractor shall immediately report that the system is inoperative to the City. If the Contractor's software or monitoring website fails, the City shall immediately notify the Contractor. The Contractor shall repair any non-operation portion of the system within two business days after or the sum of \$100 per calendar day will be deducted from payments due the Contractor for each 24-hour period, or portions thereof, that the system is unavailable to the City.



City of South Gate

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ARTURO CERVANTES, P.E.
ASSISTANT CITY MANAGER
DIRECTOR OF PUBLIC WORKS

DATE: November 26, 2018
TO: All Prospective Proposers
FROM: Arturo Cervantes, Assistant City Manager/Director of Public Works

SUBJECT: **ADDENDUM NO. 1 – Request for Proposals - Citywide Annual Street Sweeping Services Contract**

The following amendment is hereby made a part of the Contract Documents for the subject services, as fully and completely as if the same were set forth therein. This Addendum No. 1 consists of pages **AD1-1 through AD-2**.

CONTRACT DOCUMENTS

Agreement:

The following clarification, additions & deletions are made to the above referenced Agreement:

1. The prevailing wage requirement under labor Code Section 1771 for the proposed Street Sweeping Services is deemed not applicable and has been removed from the contract agreement.

Replace Appendix No. A – Agreement of the Request for Proposal in its entirety with the Attachment No. 1 enclosed.

If you have any questions, please call Mr. Dave Torres at (323) 563-5773.

Addendum No. 1

AD1-1

ADDENDUM ACKNOWLEDGEMENT

Consultant acknowledges the receipt of this Addendum Number 1 which shall be attached to the Proposal.

Signature and Title

Date

Attachment 1: Revised Appendix No. A – Agreement, Dated 11-26-2018

AGREEMENT FOR STEEET SWEEPING SERVICES

THIS AGREEMENT FOR STREET SWEEPING SERVICES (this "Agreement") is entered into as of _____, 2018 by and between the City of South Gate, a Municipal corporation (the "City") and _____, a _____ ("Contractor"), with reference to the following facts:

RECITALS

A. City is the owner of certain facilities more particularly identified in this Agreement below and in the Exhibits attached hereto.

B. Contractor has represented and does hereby represent to the City that Contractor has the requisite skills, knowledge, qualifications, manpower and expertise to maintain those facilities, and Contractor does hereby offer to perform street sweeping services with respect thereto, as more particularly identified below in this Agreement and in the Exhibits attached hereto.

C. The City is willing to accept that offer, subject to the terms and conditions of this Agreement.

Now, therefore, the City and Contractor hereby agree as follows:

AGREEMENT

1. **Engagement and Scope of Work.** The City hereby engages the Contractor, and the Contractor accepts such engagement, to perform the street sweeping services ("Work") identified on Exhibit "A" hereto. The locations at which such Work is to be performed ("City Facilities") are also identified on Exhibit "A" hereto. The Work shall include all the terms and conditions of Contractor's proposal dated _____, 201__ ("**Proposal**"), which shall be attached as part of Exhibit "A" and which is incorporated herein by this reference; provided, however, that to the extent the Proposal conflicts with anything else in this Agreement, the terms of this Agreement shall control.

2. **Compensation Payable by City to Contractor.** The maximum amount of compensation to be paid to Contractor hereunder shall not exceed _____ Dollars (\$ _____), which shall be full compensation for the Work. A more detailed description of the compensation payable to Contractor hereunder, including unit prices, monthly payments, and/or other information, conditions and limitations, is set forth on the Cost Proposal attached hereto as Exhibit "B". Except as may be specifically set forth in Exhibit "B", or approved by the City on a case-by-case basis, Contractor shall not be paid hereunder for any travel time in the performance of the Work. Except as otherwise provided in Exhibit "B", on or before the twentieth (20th) day of each calendar month following the commencement of the Work, Contractor shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed in the previous month, and an itemization of eligible expenses with copies of receipts and invoices. If, after review by the City, the Work is found to be unacceptable, Contractor, at

its expense, shall expeditiously correct such unacceptable Work. If Contractor fails to correct unacceptable Work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the Work. Subject to the City's right to reject all or any part of the charges set forth in such invoice as provided herein, the City shall pay Contractor the amount of such invoice within thirty (30) days of receipt and approval of such invoice.

3. **Term of Agreement.** The term of this Agreement (“Term”) shall commence on _____, 201____, and shall terminate on _____, 20____, unless terminated sooner pursuant to the provisions of Sections 9, 10 or 13.2 below. This Agreement shall not be automatically renewed or extended; performance by Contractor of any Work following said termination date shall be prohibited, and Contractor shall not be entitled to compensation therefore, in the absence of a written agreement pertaining to such additional Work executed by the City and Contractor pursuant to Section 20.10.

4. **Commencement of the Work.** The execution and delivery of this Agreement by the City and Contractor does not constitute an authorization for Contractor to proceed with the Work. Contractor shall commence performance of the Work within seven (7) days after the City issues to Contractor a written notice, signed by the City’s Director of Public Works (“Director”), instructing Contractor to proceed with the Work. Contractor represents and warrants to the City that Contractor will be able to commence the Work within that time in compliance with all requirements of this Agreement, including without limitation those set forth in Sections 6, 7 and 8 below.

5. **Inspection of Work.** The Director and his designees shall have the right to review and inspect the Work performed by Contractor hereunder at any and all times, with respect to the quality of the Work and Contractor’s conformance to the terms of this Agreement, pursuant to the City’s established review and approval procedures as the same may be amended from time to time. Without limiting the City’s rights under Section 2 above, if the Director or his designee determines as a result of any such inspection that any aspect of the Work is unsatisfactory for any reason (including without limitation failure to meet the performance standards specified in Section 8 below), then Contractor shall promptly correct the Work at no additional cost to the City.

6. **South Gate Business License.** Without limiting the generality of Section 8 below, Contractor shall obtain a City of South Gate business license before performing any Work under this Agreement.

7. **Not Used.**

8. **Performance Standards and Requirements.** Contractor shall perform and complete the Work promptly, diligently, and in a manner satisfactory to the City. Contractor shall furnish all equipment, tools, materials, labor and other services necessary to fully and adequately perform the Work, and shall pay all applicable fees and expenses associated therewith. Contractor and its subcontractors shall perform all acts required to complete the Work under this Agreement (i) in a skillful and workmanlike manner, (ii) consistent with the standards generally recognized as being employed by other street sweeping companies in the State of California, and

(iii) in accordance with all federal state and local laws, regulations and ordinances applicable to the operation of Contractor's business and to its performance of the Work under this Agreement. Contractor warrants that (a) all of its employees and subcontractors shall have sufficient skills and experience to perform those portions of the Work assigned to them, (b) they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and (c) such licenses, permits, qualifications and approvals shall be maintained throughout the Term of this Agreement.

9. **Independent Contractor.** In performing its duties hereunder, Contractor shall at all times act as an independent contractor. Contractor shall complete the services required of it hereunder according to its own means and methods of work, which shall be in the exclusive charge and control of Contractor and not subject to the control or supervision of the City except as to the results of the work and except as otherwise specifically set forth in this Agreement. In no event shall Contractor have any authority or power under this Agreement to incur any debt, obligation or liability on behalf of the City. Neither Contractor nor its employees are employees of the City, and nothing in this Agreement shall render Contractor an employee, partner, agent of, or joint venturer with the City for any purpose. Neither Contractor nor its employees shall represent themselves as employees of the City. Personnel employed or subcontractors retained by Contractor shall not acquire any rights or status regarding the City. Neither Contractor nor its employees shall have any claim against the City hereunder or otherwise for salary, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Contractor is responsible for complying with all obligations of an employer imposed under federal or state law. The City shall not withhold Social Security and Medicare taxes from any payments made to Contractor hereunder, nor shall the City make any such payments on Contractor's behalf. The City shall not make state or federal unemployment contributions on Contractor's behalf or withhold state or federal income tax from Contractor's payments hereunder. Contractor shall pay all applicable taxes related to the performance of services under this Agreement including all federal, state or local income, Social Security, Medicare, and self-employment taxes. Contractor will also pay all unemployment contributions for its employees related to the performance of services under this Agreement. Neither Contractor nor its employees or contractors are eligible to participate in any employee, pension, health, vacation pay, sick pay or other fringe benefit plan of the City. Contractor shall complete and submit to the City an IRS Form W-9 and acknowledges that the City will issue to Contractor an IRS Form 1099 for non-employee compensation for all payments for the Work rendered hereunder. Contractor agrees to indemnify and hold the City harmless from and against any and all liability arising from any failure of Contractor to pay any income or other tax when due on account of the compensation paid to Contractor by the City hereunder (and Contractor's obligation to indemnify the City under this Section 9 shall survive the expiration or sooner termination of this Agreement).

10. **Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Contractor will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Contractor 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. Contractor shall include the foregoing non-discrimination provisions in all solicitations or advertisements placed by or on behalf of Contractor for personnel or subcontractors to perform any services under this Agreement. Upon written request, the City shall have right to inspect and have access to all of Contractor's (and its subcontractors') documents, data and books and records for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section 10. Contractor agrees that all applicable provisions of Executive Order No. 11246 shall be incorporated into this Agreement by this reference. A copy of Executive Order No. 11246 is available to Contractor for inspection and on file with the City's Public Works Department.

11. **Contractor's Representations and Warranties.** In addition to the other representations and warranties set forth elsewhere in this Agreement, Contractor hereby represents and warrants to the City as follows:

11.1 **Familiarity with Work.** Contractor has thoroughly investigated and considered the scope of services to be performed hereunder, has carefully considered how that Work should be performed, and understands the circumstances which may restrict or otherwise impact Contractor's performance of the Work under this Agreement.

11.2 **Site Inspection.** Contractor has visited each of the City Facilities where the Work is to be performed and is fully acquainted with the conditions existing at such sites.

11.3 **No Solicitation.** Contractor has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement.

11.4 **No Fees, Commissions, Gifts or Other Consideration.** Contractor has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, the City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

11.5 **No Conflict of Interest by City.** Contractor has no knowledge that any officer or employee of the City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Contractor at any time, a complete written disclosure of such interest will be made to the City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

11.6 **No Conflict of Interest by Contractor.** Upon execution of this Agreement, Contractor has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of Work required by this Agreement, nor shall any such interest be acquired during the Term of this Agreement.

12. **Non-Exclusivity.** The City does not warrant to contract-exclusivity with a single contractor to perform the type of services which Contractor is performing under this Agreement. As such, Contractor may not be the only company providing services to the City. The City reserves the right to enter into similar contracts with third parties for services in areas of the City other than the City Facilities identified in Exhibit "A" which are the subject of this Agreement.

13. **No Assignment.** Contractor shall not assign, delegate, or subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director, which may be granted, conditioned or withheld by the Director in his sole and absolute discretion. This prohibition shall not apply to subcontracts and subcontractors identified by Contractor to the City in connection with any formal bid documents submitted by Contractor to the City in connection with the City's award of this Agreement to Contractor. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegatee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegatee or subcontractor shall include both (a) the amount involved, together with Contractor's such cost or price; and (b) a provision requiring that any subsequent modification or amendment shall be subject to the City's prior written consent. Any assignment, delegation or subcontract shall be made in the name of Contractor and shall not bind or purport to bind the City and shall not release Contractor from any obligation under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegates and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Contractor under this Agreement.

14. **Public Employees Retirement System.** Notwithstanding any other local, state or federal policy, rule, regulation, law or ordinance to the contrary, neither Contractor nor any of its employees, agents or subcontractors shall qualify for or become entitled to – and each hereby agrees to waive any claims to – any compensation, benefit or incident of employment by the City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (“PERS”) as an employee of the City and entitlement to any contribution to be paid by the City for employer contribution and/or employee contributions for PERS benefits. Without limiting the generality of Section 19 below, if Contractor or any employee, agent or subcontractor of Contractor claims (or is determined by a court of competent jurisdiction or by PERS) to be eligible for enrollment in PERS as an employee of the City, then Contractor shall indemnify, defend (using counsel acceptable to the City) and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor 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 the City.

15. **Insurance.** During the Term of this Agreement, Contractor shall at its expense maintain in full force and effect policies of insurance as required by Sections 15.2, 15.3 and 15.4 below and also, if required by the City, policies of insurance as required by Section 15.1 below:

15.1 **Property Damage/Casualty Insurance.** Depending on the nature of the City Facilities which are the subject of this Agreement, the City may require a policy or policies of insurance covering loss or damage thereto, in amounts deemed necessary by the City to cover

the full replacement cost of those City Facilities. Said insurance shall provide protection against all perils typically included within the classifications of “all-risk”, “fire legal liability”, and “personal injury” insurance.

15.2 **Liability Insurance.** Liability, bodily injury, personal injury and property damage insurance with a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the annual aggregate, insuring against any and all liability of the insured with respect to the Contractor’s performance of (or failure to perform) its obligations under this Agreement. Each such policy shall be in the form of an Insurance Services Office (“ISO”) Commercial General Liability Insurance policy, an ISO Comprehensive General Liability Insurance policy with Broad Form General Liability endorsement, or in any similar, commercially reasonable form. Without limiting the scope of coverage to be provided thereby, all such insurance shall specifically insure Contractor’s performance of the indemnity provisions contained in Section 19 below as to liability for injury to or death of persons and injury or damage to property.

15.3 **Worker’s Compensation Insurance.** Workers’ Compensation Insurance as required by California law. This insurance must include (in the policy itself or by endorsement) a Waiver of the Right of Subrogation for General Liability against the City.

15.4 **Automobile Liability Insurance.** Automobile Liability Insurance, including owned, non-owned and hired vehicles, with at least the following limits of liability: (a) Primary Bodily Injury with limits of at least \$1,000,000 per person, \$2,000,000 per occurrence, and (b) Primary Property Damage of at least \$1,000,000 per occurrence.

15.5 **Qualifications of Insurers.** Each policy shall be issued by an insurance company having a “Best’s Rating” of at least A and having a “Financial Size Categories” rating of at least VIII in the most current edition of “Best’s Insurance Reports” issued by A.M. Best Company. In addition, each policy shall be issued by an “admitted” insurance company (*i.e.*, one that is qualified and licensed to do business in the State of California).

15.6 **City to be Named as Additional Insured Party.** All policies (other than worker’s compensation insurance policies) must include an Additional Insured Endorsement (CG 20 10 11 85) naming the City and its agents as an additional insured on the applicable insurance coverage with respect to the City’s and its agent’s interests under this Agreement.

15.7 **Primary Insurance.** Insurance obtained pursuant to this Section 15 shall be primary insurance, and other insurance (if any) maintained by the City shall be excess of Contractor’s insurance and shall not contribute with the insurance required hereunder.

15.8 **Blanket Policies.** Any or all policies to be obtained by Contractor hereunder may, at Contractor’s option, be provided under a separate policy covering only the items and matters to be insured under this Agreement, or included in one or more blanket policies covering not only those items and matters but also additional property and matters owned or otherwise insured by Contractor. All such combined or blanket policies must, however, comply with each and every provision of this Section 15.

15.9 **Restrictions on Cancellation and Reduction.** Each insurance policy required hereunder shall specify that the insurance company issuing the policy will give the City at least thirty (30) days' written notice prior to the effective date of (a) any cancellation, interruption or lapse of coverage, and (b) any reduction in the amount, type or extent of coverage.

15.10 **Waivers of Subrogation.** The parties release each other from any claims for damage to any person or property, and to the fixtures, personal property, improvements, and alterations thereon, that are caused by or result from risks insured against under any insurance policies carried by Contractor and in force at the time of any such damage. Furthermore, each insurance policy obtained hereunder shall provide that the issuing insurance company waives all rights of recovery by way of subrogation.

15.11 **Verification of Coverage.** Prior to or concurrent with Contractor's execution and delivery of this Agreement, and not later than thirty (30) days prior to the expiration of any insurance policy carried hereunder (with respect to policies which will replace said expiring policies during the Term of this Agreement), Contractor shall deliver to the City original certificates of insurance and amendatory endorsements evidencing and effecting insurance coverage required hereunder. All such certificates and any endorsements pertaining to the insurance coverage required hereunder shall be signed by a person authorized by the insurer to bind coverage on the insurer's behalf, and shall be on forms provided or approved by the City. In no event shall Contractor commence any construction, demolition, grading or other work relative to the Improvements until all evidences of insurance coverage required under this paragraph have been delivered to the City as required hereby. The City shall have the right, at any and all times, to require Contractor to provide the City with complete copies of any and all policies of insurance that Contractor is required to maintain hereunder, and Contractor shall deliver such copies to the City not later than ten (10) days following such request.

15.12 **Form of Policies.** All insurance policies required hereunder shall be in a form acceptable to the City and its agents; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of this Agreement.

15.13 **Policy Limits Do Not Limit Contractor's Liability.** The minimum limits of policies of insurance required of Contractor under this Agreement shall in no event limit Contractor's liability under this Agreement.

16. **Termination for Convenience.** The City may terminate this Agreement at any time, with or without cause, upon sending a written notice of termination to Contractor (the "**Termination Notice**") that specifies a termination date (the "**Early Termination Date**") at least thirty (30) days after the date of the Termination Notice. Upon receipt of the Termination Notice, Contractor shall acknowledge receipt to the City in writing and take all steps necessary to cease all Work in a reasonable and orderly manner by no later than the Early Termination Date; provided, however, that any Work performed after the Early Termination Date that is reasonably necessary to terminate the Work in an orderly manner must be specifically authorized in writing by the Director prior to its performance and prior to the Early Termination Date. Upon termination by the City, Contractor shall be paid or reimbursed for all Work performed by Contractor under the Agreement up to the Early Termination Date (less all payments previously

made), plus ten percent (10%) of the balance that would otherwise be due to Contractor during the remaining Term of this Agreement as reimbursement for profits lost to Contractor by virtue of the City's early termination of this Agreement. In no event shall any amounts paid or reimbursed upon termination of this Agreement exceed the total maximum compensation Specified in Section 2 above.

17. **Notice of Default and Termination for Cause.** If the City delivers written notice to Contractor notifying Contractor that it is in default of one or more of its obligations under this Agreement, specifying the nature of the default, and stating what steps Contractor must take to cure the default ("**Default Notice**"), and if such default remains uncured within ten (10) days following the City's delivery of the Default Notice, then the City may at any time thereafter immediately terminate this Agreement upon written notice to Contractor. Upon such termination, the City shall pay Contractor an amount equal to the value of the Work satisfactorily performed hereunder as of the date of the Default Notice; provided, however, that the City retains all rights to recover damages incurred by the City as a result of Contractor's default, including without limitation the right of offset against amounts otherwise due to Contractor hereunder, and the rights specified in Section 18 below. Contractor shall have no right to any reimbursement for profit or lost profit. Following such termination, the City may procure, upon such terms and in such manner as the City deems appropriate, services similar to those terminated hereunder. If, after notice of termination of this Agreement under the provisions of this Section 17, the City determines, for any reason, that Contractor was not in default hereunder, or that such default had been cured, then the rights and obligations of the City and Contractor shall be the same as if the notice of termination had been a termination for convenience issued pursuant to Section 16 above.

18. **City's Remedies for Contractor's Failure to Perform.** Upon Contractor's default of any of its obligations hereunder, and at any time after any such default, the City may take any one or more of the following actions:

18.1 **Forfeiture of Bond/Negotiation of Security.** The City may cause to be forfeited to the City all or a portion of any security given for the faithful performance of Contractor's obligations, and may further cause to be negotiated any instrument of credit deposited with and assigned to the City in such amount as may be required to complete the Improvement work.

18.2 **Performance by City at Contractor's Expense.** Upon Contractor's default, the City may make written demand upon Contractor, or Contractor's surety (if any), or both, to immediately remedy the default and complete the Work. If the required Work is not substantially commenced within ten (10) days after the City's delivery of that written demand, or if it is not thereafter diligently prosecuted to a completion acceptable to the City within the timeframe set forth in the City's written demand, then without limiting any other remedy available to the City, the City may complete (or arrange for the completion of) all remaining Work and/or conduct such other remedial activity as in its sole and absolute discretion it believes is necessary or advisable. All such Work or remedial activity shall be at the sole and absolute expense and obligation of Contractor (and its surety, if any) without the necessity of giving any further notice to Contractor or its surety. The City's right to take such actions shall in no way be limited by the fact that the Contractor or its surety may have commenced or completed any of the

required Work at the time of the City's demand for performance. If the City elects to complete (or arrange for completion of) the remaining Work, then the City may require all Work by the Contractor and/or its surety to cease in order to permit adequate coordination and completion by the City or its designee of the remaining Work.

18.3 **Issuance of Cease and Desist Order.** The City may issue a cease and desist order by delivering written notice to Contractor demanding that Contractor immediately discontinue any actions specified in that written notice. Contractor agrees to immediately comply with any such cease and desist order.

18.4 **Injunctive Relief.** The City shall have the right to apply for and obtain temporary and/or permanent injunctive relief or other equitable relief from a court of competent jurisdiction to enforce its rights and Contractor's obligations created by this Agreement, including without limitation relief in the form of a temporary restraining order and/or permanent injunction restraining Contractor from committing or continuing to commit any breach or threatened breach of this Agreement. The City shall have the right to seek such relief without showing or proving any actual damage sustained by the City, and without posting bond or other security. In connection with the City's right to apply for the injunctive relief which is the subject of this Section 18.4, Contractor hereby acknowledges that Contractor's breach of its obligations hereunder will cause irreparable harm and injury to the City if such breach continues unabated following the City's request for injunctive relief.

18.5 **Other Relief.** The City may seek any other remedies or relief, and take any other actions, available to the City under this Agreement, at law, or in equity.

19. **Indemnification and Defense.** Contractor and its sureties (if any) shall indemnify, hold harmless and defend (using counsel acceptable to the City) the City and its officers, managers, directors, agents and employees from and against all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including without limitation reasonable attorney's fees, arising out of or attributable to Contractor's performance or failure to perform its obligations under this Agreement.

20. **Miscellaneous.**

20.1 **Notices.** All written notices required to be given pursuant to the terms hereof shall be either (a) personally delivered, (b) deposited in the United States express mail or first class mail, registered or certified, return receipt requested, postage prepaid, (c) delivered by overnight courier service, or (d) delivered by facsimile or e-mail transmission, provided that the original of such facsimile notice, or a copy of such e-mail notice, is sent by certified U.S. mail, postage prepaid, no later than one business day following such facsimile or e-mail transmission. All such notices shall be deemed delivered upon actual receipt (or upon the first attempt at delivery pursuant to the methods specified in clauses (a), (b) or (c) above if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses, or to such other address as the receiving party may from time to time specify by written notice to the other party:

To the City:
City of South Gate
8550 California Avenue
South Gate, California, 90280
Attention: Arturo Cervantes,
Director of Public Works
Telephone No.: (323) 563-9500
Fax No.: (323) 563-9572
E-mail: acervantes@sogate.org

With a copy (which shall not constitute notice)
to:
Craig D. Hardwick, Esq.
AlvaradoSmith
1 MacArthur Place, Suite 200
Santa Ana, California 92707
Telephone No.: (714) 852-6800
Fax No.: (714) 852-6899
E-mail: CHardwick@AlvaradoSmith.com

To Contractor:

With a copy (which shall not constitute notice)
to:

_____, California 9_____
Attn: _____
Telephone No.: () _____
Fax No.: () _____
E-mail: _____@_____

_____, California 9_____
Attn: _____
Telephone No.: () _____
Fax No.: () _____
E-mail: _____@_____

20.2 **Time.** Time is of the essence of every provision contained in this Agreement.

20.3 **Incorporation of Recitals and Exhibits.** All of the recitals set forth in this Agreement, and all of the exhibits attached to this Agreement, are by this reference incorporated in and made a part of this Agreement as though fully set forth herein.

20.4 **Successors and Assigns.** Without limiting the generality of Section 13 above, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

20.5 **Force Majeure.** Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause which is beyond the reasonable control of such party, provided that (a) the party affected gives written notice to the other of the cause and anticipated duration of the delay within three (3) days after the delay commences, and (b) this paragraph shall not extend either party's time for performance by more than thirty (30) days, regardless of the cause of the delay.

20.6 **Construction.** The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

20.7 **Governing Law.** This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California, without regard to conflicts of laws principles.

20.8 **Consent to Jurisdiction and Service of Process.** All judicial proceedings brought against any party hereto arising out of or relating to this Agreement may be brought in any state or federal court of competent jurisdiction in the County of Los Angeles, State of California, and by execution and delivery of this Agreement each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts (both personal jurisdiction and subject matter jurisdiction), waives any defense of forum non conveniens and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

20.9 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.

20.10 **Entire Agreement.** This Agreement, the Plans and Specifications, and the municipal codes and other laws cited in this Agreement, together contain the entire understanding of the parties and supersede any and all other written or oral understanding. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

20.11 **Captions.** Any captions or headings to the Sections and subsections in this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

20.12 **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

20.13 **Further Assurances.** Each party shall cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Agreement.

20.14 **No Waiver.** Any waiver, consent or approval by either party of any breach, default or event of default of any provision, condition or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach, default or event of default shall be deemed a waiver of any later breach, default or event of default of the same or any other provision of this Agreement. Any failure or delay on the part of either party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

20.15 **Rights and Remedies.** No right or remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other right or remedy given hereunder or hereafter existing at law or in equity. The exercise of any one or more rights or the election of any one or more remedies by any party shall not constitute a waiver of the right to exercise other available rights or pursue other available remedies.

20.16 **Joint and Several Liability.** If Contractor constitutes more than one person or entity, then the obligations of each such person or entity shall be joint and several.

20.17 **No Third-Party Beneficiaries.** The parties hereto acknowledge and agree that no provision in this Agreement may be enforced by any third party.

20.18 **Patriot Act Compliance.** Contractor represents, warrants and covenants that neither Contractor nor any of its shareholders, officers, directors, members, managers or partners (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (“OFAC”) pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (“Order”) and all applicable provisions of Title III of the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)); (ii) is listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce; (iii) is listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (iv) is listed on any list or qualification of “Designated Nationals” as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515; (v) is listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including without limitation the Trading with the Enemy Act, 50 U.S.C. App. 1-44; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the unrepealed provision of the Iraq Sanctions Act, Publ.L. No. 101-513; the United Nations Participation Act, 22 U.S.C. § 2349 aa-9; The Cuban Democracy Act, 22 U.S.C. §§ 60-01-10; The Cuban Liberty and Democratic Solidarity Act, 18.U.S.C. §§ 2332d and 233; and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time); or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the “Orders”); (vi) is engaged in activities prohibited in the Orders; or (vii) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.).

20.19 City Council Approval Required for Effectiveness of Agreement.

Notwithstanding any earlier execution of this Agreement by any officer, employee or representative of the City, this Agreement shall not be binding upon or enforceable against the City unless and until it has been approved or ratified by the City Council of the City at a public meeting noticed and conducted in accordance with applicable provisions of the California Government Code.

“City”
The City of South Gate,
a California public body

“Contractor”

By: _____
María Belén Bernal, Mayor

By: _____
Name: _____
Title: _____

Dated: _____, 201__

Attested by:

By: _____
Name: _____
Title: _____

Carmen Avalos, City Clerk

Dated: _____, 201__

Approved as to Form:

Raul F. Salinas,
City Attorney

Exhibit “A”

Scope of Work

The types and frequencies of the street sweeping work to be performed by Contractor, and the locations of the City-owned facilities at which such work is to be performed, are set forth in detail on the pages which are attached following this Exhibit “A” cover page.

Exhibit “B”
Cost Proposal

A detailed description of the compensation payable to Contractor hereunder, including unit prices, monthly payments, and/or other information, conditions and limitations, is set forth on the Cost Proposal which is attached following this Exhibit “B” cover page.



City of South Gate

8650 CALIFORNIA AVENUE • SOUTH GATE, CA 90280 • TEL: (323) 357-9657
FAX: (323) 563-9572

DATE: December 17, 2018

TO: Prospective Contractors

FROM: Arturo Cervantes, Assistant City Manager/ Director of Public Works *AC*

SUBJECT: ADDENDUM NO. 2—REQUEST FOR PROPOSAL (RFP) FOR CITYWIDE ANNUAL STREET SWEEPING SERVICES CONTRACT

This addendum with attachments consists of three (3) sheets.

In reference to the subject Request for Proposal, the following clarification, additions and deletions to the RFP have been made:

Increases in Prices:

1. PR -15, third paragraph shall be amended to read:

Submission of Cost Proposal and signature of representative of Contractor below shall serve as the basis for Contractor to perform stated services at the Unit Prices specified for the first three years of the Agreement. In subsequent years, Unit Prices shall be modified according to changes in the Los Angeles, Long Beach, Anaheim Consumer Price Index for all Urban Consumers for the previous 12 months.

Location of Equipment

2. Exhibit A – Part 2, page 14 Equipment Location and Repair shall remain as previously written:

1. The City requires that all equipment (both primary and backup sweepers) to be used for performing services under this agreement be kept within 30 miles of the City limits. The City may allow the Contractor to store its vehicles overnight at its Salt Lake Transfer Station as long as the Contractor is prepared to assume liability for its equipment.

Installation of Signage

3. The RFP requires the Contractor to install new signage at its own expense with changes to residential parking restrictions. The costs associated with installing/modifying parking signs are requested on PR-14, Task D, Item 3. This requirement is being eliminated.

However, the successful Contractor will be required to perform an analysis for reducing parking restrictions from four hours to two hours pursuant to the Scope of Work.

Frequency of Alley and Street Median Sweeping

4. Exhibit A - Part 1, page 2 Existing Operation – the fourth and fifth sentences in the third paragraph are amended to read:

Commercial, industrial streets, school areas and street medians are swept at night once per week. Alleys are swept two times a week at night.

5. Exhibit A – Part 2, Required Sweeping Schedule, page 6 is amended to read:
- Medians – 2:30 a.m. – 6:00 a.m. – Once per week (Monday – Friday)

Streets Adjacent to Schools

6. Exhibit A – Part 2, Required Sweeping Schedule on page 6 is amended to read:
- Streets Adjacent to Schools – 3:00 a.m. to 6 a.m. – Monday, once per week

3 High schools
2 Middle schools
13 Elementary schools
2 Charter schools

The school parking lots are not included in the scope of work.

Insurance

7. Page ii, the fourth paragraph shall be amended to read:

Before a Contract is entered into with the successful Contractor, the Contractor shall present evidence in writing to the City Clerk, City of South Gate, that the Contractor has the insurance required under the Agreement for Street Sweeping Services.

Financial resources and capabilities

8. The City will require a financial statement from the Contractor being recommended for the contract and the Contractor must successfully demonstrate it has sufficient financial resources to provide the required services and equipment to the City. This requirement will be eliminated from the Proposal Evaluation Criteria listed on page 4 of the General Requirements in that only the recommended Company will be required to provide this information.

Reference Checks

9. The City plans to check references only for those Companies that are shortlisted. Thus, satisfactory reference checks will be eliminated from the Proposal Evaluation Criteria listed on page 4 of the General Requirements in that the City will likely not check references for all proposing Companies.

Emergency Sweeping

10. PR -14, Task C: As-Needed Services is hereby amended to read:

Emergency Sweeping. Any costs associated with mandatory emergency work requested by

the City within these hours shall be included as part of Task A and Task B above with no additional cost to the City, provided that additional dedicated labor, equipment and work hours are not required.

11. Exhibit A – Part 2, page 2, 3a. is here by amended to read:

- a. Any work associated with emergency sweeping requested by the City within the hours of 8 a.m. and 5 p.m., Monday through Friday. Note: any costs associated with work done within this time interval shall be included as part of Task A and Task B with no additional payment made to the Contractor, provided that additional dedicated labor, equipment and work hours are not required.

City Contact

12. Dave Torres, Field Operations Manager, is not expected to be available for most of this RFP process. Please direct all questions regarding this RFP by email to his assistant at gledezma@sogate.org.

Electronic Copy of Contractor's Proposal

13. Contractors are requested to provide an electronic copy (on a thumb drive) of their proposal, in addition to the hard copies provided.

Added Questions from Proposers

14. Any added questions from proposers are needed by 4 pm on Thursday, December 20th, 2018. Responses will be sent to all proposers by email no later than January 9, 2019.

**END OF ADDENDUM NO.2
ADDENDUM ACKNOWLEDGEMENT**

Bidder acknowledges the receipt of this Addendum No.2 which shall be attached to the Bid.	
_____	_____
Signature and Title	Date



City of South Gate

8650 CALIFORNIA AVENUE • SOUTH GATE, CA 90280 • TEL: (323) 357-9657
FAX: (323) 563-9572

DATE: January 8, 2019

TO: Prospective Contractors

FROM: Arturo Cervantes, P.E., Assistant City Manager/ Director of Public Works *AC*

SUBJECT: ADDENDUM NO. 3—REQUEST FOR PROPOSAL (RFP) FOR CITYWIDE ANNUAL STREET SWEEPING SERVICES CONTRACT

This addendum with attachments consists of five (5) sheets.

In reference to the subject Request for Proposal, the following clarification, additions and deletions to the RFP have been made:

Registration and Qualifications to Perform Public Works

1. Page ii, third paragraph is deleted.

This paragraph requires the contractor to be registered and qualified to perform public works pursuant to Section 1725.5 of the Public Labor Code. This requirement is deemed not applicable and is not a requirement for submission of proposals.

Revised Forms

2. Forms PR-14 and P-15 have been revised pursuant to addendum 2. Please use the attached revised forms.

Questions Received

1. Are sweeping and trash services currently provided on the same day? Will sweepers be sweeping on the same day as trash collection or a day or two after collection?

Answer: Yes, sweeping and trash collection services are currently provided on the same day. Trash and recycling carts are placed on the parkway and do not interfere with street sweeping activities.

2. On Page ii of the RFP it talks about registering to perform public work pursuant to Section 1725.5. Can we get a copy of this article? Is this a city code? We are not familiar with it.

Answer: Pursuant to Addendum 3, this requirement is not applicable to this type of work

and is eliminated.

3. Page 3 of the Required Proposal Format #8) talks about the EMR. Is this for street sweeping only or for our entire company?? We provide a number of different services, street sweeping is just one of them.

Answer: Please provide ratings only for the street sweeping operation of your organization.

4. Is the RFP response mainly made up of pages PR-1 through PR-15 only? Or are you looking for additional information on top of these forms?

Answer: Pages PR-1 through PR-15 are required. A description of the contractor's business, qualifications and expertise in providing street sweeping services, quality control plan and supporting documents are encouraged.

5. When you state that the use of a smaller sweeper may be required are you referring to a Tymco 200 size of sweeper?? Or a parking lot sweeper?

Answer: The City is not recommending any type or manufacturer of sweepers. The City is merely stating that a smaller unit (smaller than the standard size sweeper) may be required to sweep the parking lots. Note, some parking lots and alleyways are narrow, and may require smaller sweeping units. It is the responsibility of the contractor to survey the city streets, alleyways and parking lots to determine the equipment that is necessary to successfully perform the sweeping services.

6. What are your expectations with regards to a "parking analysis"?

Answer: Within six months of the starting date of service, the City expects the Contractor to identify changes that would be required to reduce no parking restrictions in residential neighborhoods from the current four hours to two hours. This may include new routing, the identification of streets with their proposed sweeping times, changes required to existing signage, proposed notification to residents, an implementation plan, schedule, and any additional data/activities needed to successfully implement the reduced parking restrictions.

7. Are you asking for the school parking lots to be swept (at the top of Exhibit A – Part 2).

Answer: No, school parking lots are not a part of the proposed sweeping services contract. The City does not sweep school parking lots. Only the streets bordering the schools (on all four sides) are swept by the City.

8. Can we use sweepers with new chassis (2018 or 2019) with re-manufactured bodies? All sweepers would be to factory specs.

Answer: Within six months of the contract start date, sweepers must be new, 2019 CNG

vehicles that meet all regulatory agency requirements. Vehicles with re-manufactured bodies are not considered new sweepers.

9. How many days per week is the City currently sweeping?

Answer: The City currently sweeps five days per week (Monday through Friday) including holidays. Each street is serviced once per week.

10. Is the City requesting that sweeping be done on all Holidays? Including Christmas Day, Thanksgiving Day, 4th of July, Memorial Day, Labor Day and New Year's Day as well?

Answer: Yes, the City is requesting sweeping services on all holidays if the holiday falls on a week day.

**END OF ADDENDUM NO.3
ADDENDUM ACKNOWLEDGEMENT**

Bidder acknowledges the receipt of this Addendum No.3 which shall be attached to the Bid.

Signature and Title

Date

TASK C: AS-NEEDED SERVICES

Item	Description	Unit	Annual Qty.	Unit Price	Annual Total
1	Emergency Sweeping (8:00 a.m. – 5:00 p.m., (M-F))	Any costs associated with mandatory emergency work requested by the City within these hours shall be included as part of Task A and Task B above with no additional cost to the City, provided that additional dedicated labor, equipment and work hours are not required.			
2	Emergency Sweeping (work hours outside Item 1)	Hours	200		
3	Non-Emergency Work (work hours outside Item 1)	Hours	200		
SUBTOTAL (ITEMS 2 THR. 3)					

TASK D (OPTIONAL): ADDITIONAL COST TO PERFORM STREET SWEEPING SERVICES FOR REDUCED PARKING RESTRICTIONS, FROM FOUR (4) TO TWO (2) HOURS,

Item	Description	Annual Amount
1	Additional Cost for OPTION A (Routine Sweeping – Once Per Week)	
2	Additional Cost for OPTION B (Routine Sweeping – Twice Per Week)	

[1] Unit Prices shall include all costs to deliver services in the RFP including, but not limited to, mark-ups, travel time, overhead, and profit and no additional payments will be made thereof.

[2] Payments will be made based on time and material, if applicable.

[3] City reserves the rights to select any of the Alternates, and include or exclude any or all Optional Items in the contract or reject all proposals.



City of South Gate

8650 CALIFORNIA AVENUE • SOUTH GATE, CA 90280 • TEL: (323) 357-9657
FAX: (323) 563-9572

DATE: January 15, 2019

TO: Prospective Contractors

FROM: Arturo Cervantes, P.E., Assistant City Manager/ Director of Public Works *AC*

SUBJECT: ADDENDUM NO. 4—REQUEST FOR PROPOSAL (RFP) FOR CITYWIDE ANNUAL STREET SWEEPING SERVICES CONTRACT

This addendum with attachments consists of one (1) sheet.

In reference to the subject Request for Proposal, the following modifications to the RFP have been made:

1. SUBMISSION DEADLINE

- a. The proposal submittal deadline has changed as noted herein, and modifies the deadline stated in the RFP. The new Proposal submittal deadline is no later than **January 28, 2019, 11:00 a.m.**

**END OF ADDENDUM NO.4
ADDENDUM ACKNOWLEDGEMENT**

Bidder acknowledges the receipt of this Addendum No.4 which shall be attached to the Bid.

Signature and Title

Date



City of South Gate

8650 CALIFORNIA AVENUE • SOUTH GATE, CA 90280 • TEL: (323) 357-9657
FAX: (323) 563-9572

DATE: January 22, 2019
TO: All Prospective Proposers
FROM: Arturo Cervantes, Assistant City Manager/Director of Public Works *AC*
SUBJECT: **ADDENDUM NO. 5—REQUEST FOR PROPOSAL (RFP) FOR CITYWIDE ANNUAL STREET SWEEPING SERVICES CONTRACT**

This addendum with attachments consists of seven (7) sheets.

In reference to the subject Request for Proposal, the following clarifications and revisions to the RFP have been made:

Experience Modification Rating (EMR)

1. The following has been added to item number 8 in Section 4, Required Proposal Format, on Page 3 of the RFP:
 - a. "If the EMR rating includes multiple disciplines of your organization in addition to street sweeping that may have an impact on your overall rating, describe that on Page PR-8 in the Additional Information/And or Comments Section of the RFP."

Revised Forms

1. Pages PR-10 through PR-15 have been revised. Please use and complete the attached revised forms.

END OF ADDENDUM NO.5 ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges the receipt of this Addendum No.5 which shall be attached to the Bid.

Signature and Title

Date

CITYWIDE ANNUAL STREET SWEEPING SERVICES CONTRACT

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

This information must include all Street Sweeping Services work undertaken in the State of California by the Contractor and any partnership, joint venture, corporation, or other entity that any principal of the Contractor participated as a principal or owner for the current year and the last five calendar years prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporation (or other entity type), or individual Contractor. The Contractor may attach any additional information or explanation of data which the Contractor would like taken into consideration in evaluating the safety record. An explanation of the circumstances surrounding any and all fatalities must be attached.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Last 5 Calendar Years Prior To 2018

Year	2013	2014	2015	2016	2017	TOTAL
1. No. of Contracts for Street Sweeping Services						
2. Total Dollar Amount of Contracts for Street Sweeping Services (in thousands)						
3. No. of Fatalities in Street Sweeping Operations						
4. No. of Lost Workday Cases Related to Street Sweeping Services						
5. No. of Lost Workday Cases Involving Permanent Transfer to Another Job or Termination of Employment in Street Sweeping Operations						
6. No. of Lost Workdays Related to Street Sweeping Operations						

Name of Contractor (Print) _____

Signature _____

Address _____

State Contractor License No. & Classification(s) _____

City _____ Zip Code _____ Telephone _____

PR-11-REV

COST PROPOSAL

For all services described within the RFP, unless excluded by the City in description of services below, the City shall consider Unit Prices in the cost proposal to include, but not be limited to, all labor, equipment, fees of any kind, overhead, profit, markup, traffic control, fuel, materials, consumables, surcharges, disposal fees, and any other cost associated with and necessary for the Contractor to perform all services requested in this RFP. No qualifications, exemptions, or alterations of services described herein will be allowed. All requirements for which there is not a specific task item, such as insurance, bonds, and invoicing for example shall be distributed amongst the various unit prices being provided.

The "Annual Totals" shall be calculated by each contractor and tallied for each Service. The Annual Totals are intended to show a potential contract amount for that requested service and are being used for the sole purpose of evaluating unit service costs to determine the most qualified Contractor. Nothing in this RFP or in the Annual Totals is a guarantee to the selected Contractor(s) that the City will enter into a contract in the stated amount, under any future agreement. Actual compensation to the Contractor shall be based upon the amounts specified for the work performed in an Agreement executed by the selected Contractor(s) and the City.

CITYWIDE ANNUAL STREET SWEEPING SERVICES CONTRACT

COST PROPOSAL

Name of Contractor: _____

In accordance with the Request for Proposal (RFP) for the Citywide Annual Street Sweeping Contract, the undersigned declares that he/she has carefully examined and read the RFP requirements and is familiar with the requirements therein contained, and proposes to furnish all labor, material, and supplies necessary to accomplish the terms of the maintenance contract at the following prices:

TASK A: ANNUAL STREET SWEEPING SERVICES (Routine Sweeping – Once Per Week)

Item	Description	Unit	Annual Qty.	Unit Price	Annual Total
1	Citywide streets, alleys, medians	Months	12		
2	Parking lots/Facilities	Months	12		
3	Special Events (6 Total)	Each	6		
SUBTOTAL (ITEMS 1 THR. 3)					

TASK B (TASK A ALTERNATE): ANNUAL STREET SWEEPING SERVICES (Routine Sweeping – Twice Per Week for Streets)

Item	Description	Unit	Annual Qty.	Unit Price	Annual Total
1	Citywide streets, alleys, and medians	Months	12		
2	Parking lots/Facilities	Months	12		
3	Special Events (6 Total)	Each	6		
SUBTOTAL (ITEMS 1 THR. 3)					

Note: See also, Exhibit A, Part 2, Table 4, Street Sweeping Schedule, for twice a week sweeping included in Task B. Scope and costs for Task B shall include all other work described in Task A. For both Task A and Task B, alleys in Item(s) No. 1 above are swept twice a week.

TASK C: AS-NEEDED SERVICES

Item	Description	Unit	Annual Qty.	Unit Price	Annual Total
1	Emergency Sweeping (8:00 a.m. – 5:00 p.m., (M-F))	Any costs associated with mandatory emergency work requested by the City within these hours shall be included as part of Task A and Task B above with no additional cost to the City, provided that additional dedicated labor, equipment and work hours are not required.			
2	Emergency Sweeping (work hours outside Item 1)	Hours	200		
3	Non-Emergency Work (work hours outside Item 1)	Hours	200		
SUBTOTAL (ITEMS 2 THR. 3)					

TASK D (OPTIONAL): ADDITIONAL COST TO PERFORM STREET SWEEPING SERVICES FOR REDUCED PARKING RESTRICTIONS, FROM FOUR (4) TO TWO (2) HOURS,

Item	Description	Annual Amount
1	Additional Cost for OPTION A (Routine Sweeping – Once Per Week)	
2	Additional Cost for OPTION B (Routine Sweeping – Twice Per Week)	

TASK E (OPTIONAL): REDUCTION TO THE TOTAL ANNUAL COST IF A BACKUP STREET SWEEPER IS USED

Item	Description	Annual Amount
1	Annual Cost Reduction applied to Tasks A, B, or D	

Note: The City is considering the feasibility of the Contractor procuring a used sweeper that is freshly painted, in good condition and less than 3 years old for the backup sweeper. If the option is approved by the City, the proposed amount in Task E will be deducted from the total annual cost of the contract shown in Tasks A, B, or D.



City of South Gate

8650 CALIFORNIA AVENUE • SOUTH GATE, CA 90280 • TEL: (323) 357-9667
FAX: (323) 563-9572

DATE: January 24, 2019
TO: All Prospective Proposers
FROM: Arturo Cervantes, Assistant City Manager/Director of Public Works *AC*
SUBJECT: **ADDENDUM NO. 6—REQUEST FOR PROPOSAL (RFP) FOR CITYWIDE ANNUAL STREET SWEEPING SERVICES CONTRACT**

This addendum with attachments consists of two (2) sheets.

In reference to the subject Request for Proposal, the following revisions to the RFP have been made:

Revised Form

1. Page PR-12-REV as issued as part of Addendum No. 5, has been replaced with the following attached page PR-12-REV1.

**END OF ADDENDUM NO. 6
ADDENDUM ACKNOWLEDGEMENT**

Bidder acknowledges the receipt of this Addendum No. 6 which shall be attached to the Bid.	
_____	_____
Signature and Title	Date

COST PROPOSAL

For all services described within the RFP, unless excluded by the City in description of services below, the City shall consider Unit Prices in the cost proposal to include, but not be limited to, all labor, equipment, fees of any kind, overhead, profit, markup, traffic control, fuel, materials, consumables, surcharges, ~~disposal fees~~, and any other cost associated with and necessary for the Contractor to perform all services requested in this RFP. No qualifications, exemptions, or alterations of services described herein will be allowed. All requirements for which there is not a specific task item, such as insurance, bonds, and invoicing for example shall be distributed amongst the various unit prices being provided.

The "Annual Totals" shall be calculated by each contractor and tallied for each Service. The Annual Totals are intended to show a potential contract amount for that requested service and are being used for the sole purpose of evaluating unit service costs to determine the most qualified Contractor. Nothing in this RFP or in the Annual Totals is a guarantee to the selected Contractor(s) that the City will enter into a contract in the stated amount, under any future agreement. Actual compensation to the Contractor shall be based upon the amounts specified for the work performed in an Agreement executed by the selected Contractor(s) and the City.

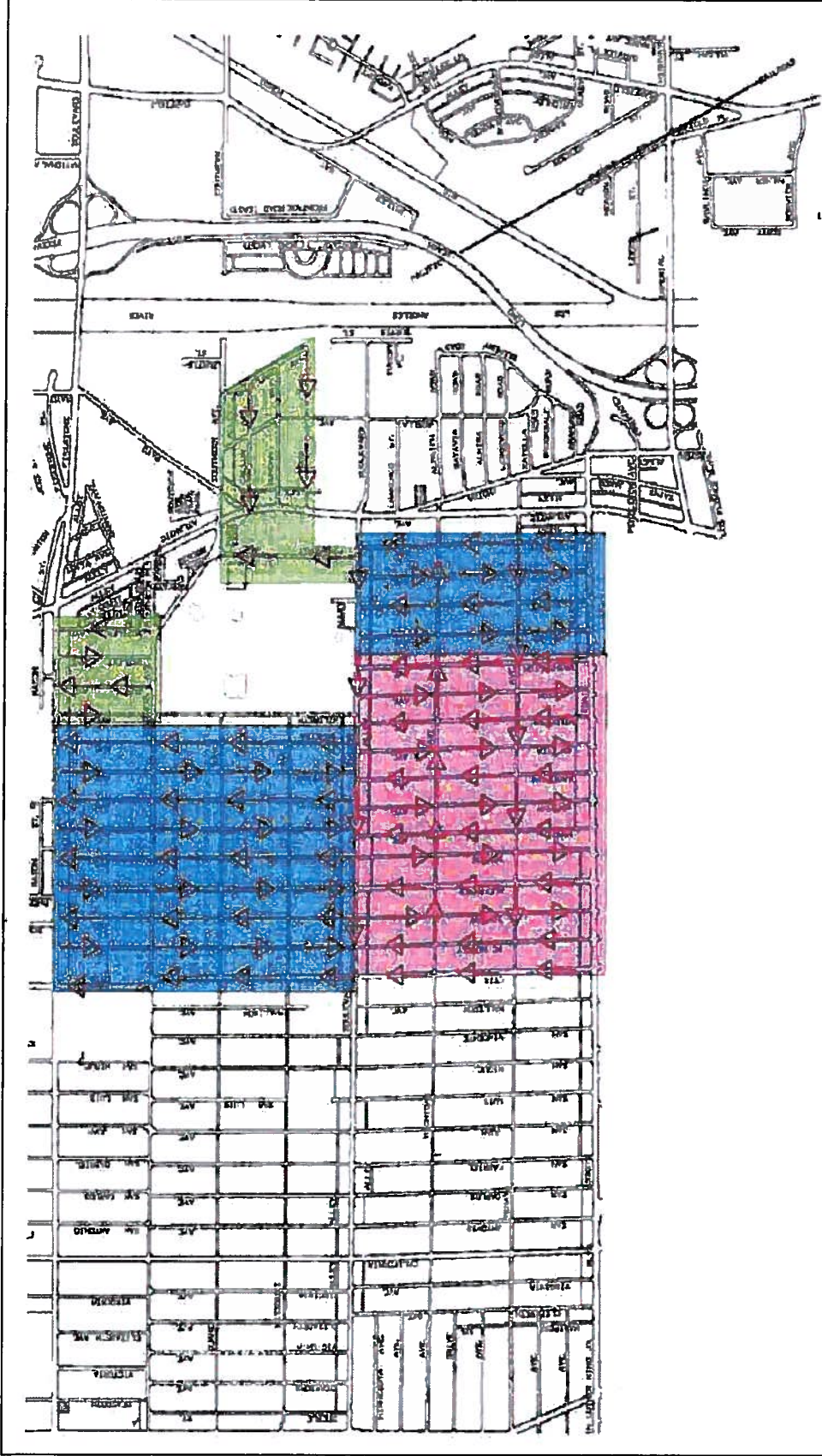
PR-12-REV1

EXHIBIT B

STREET SWEEPING AREAS/MAPS


Note: Sweeping schedules shown on the maps have changed. Refer to Exhibit A for revised schedules

Operator I – Monday



Driving Direction 

 12:00pm – 4:00pm

 10:00am – 2:00pm

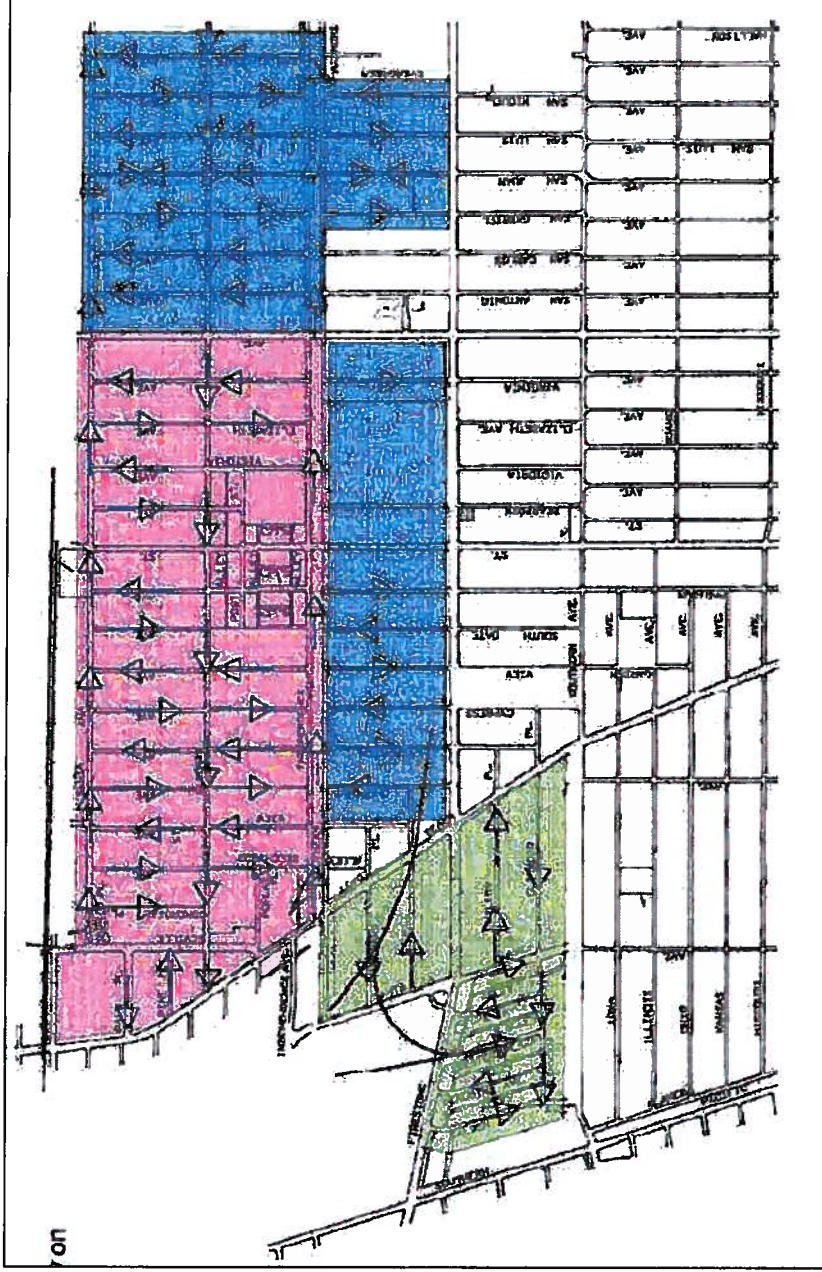
 7:30am – 11:30am

City Street Sweeping Schedule

City of South Gate



Operator I – Tuesday and Wednesday *(on opposite sides)*

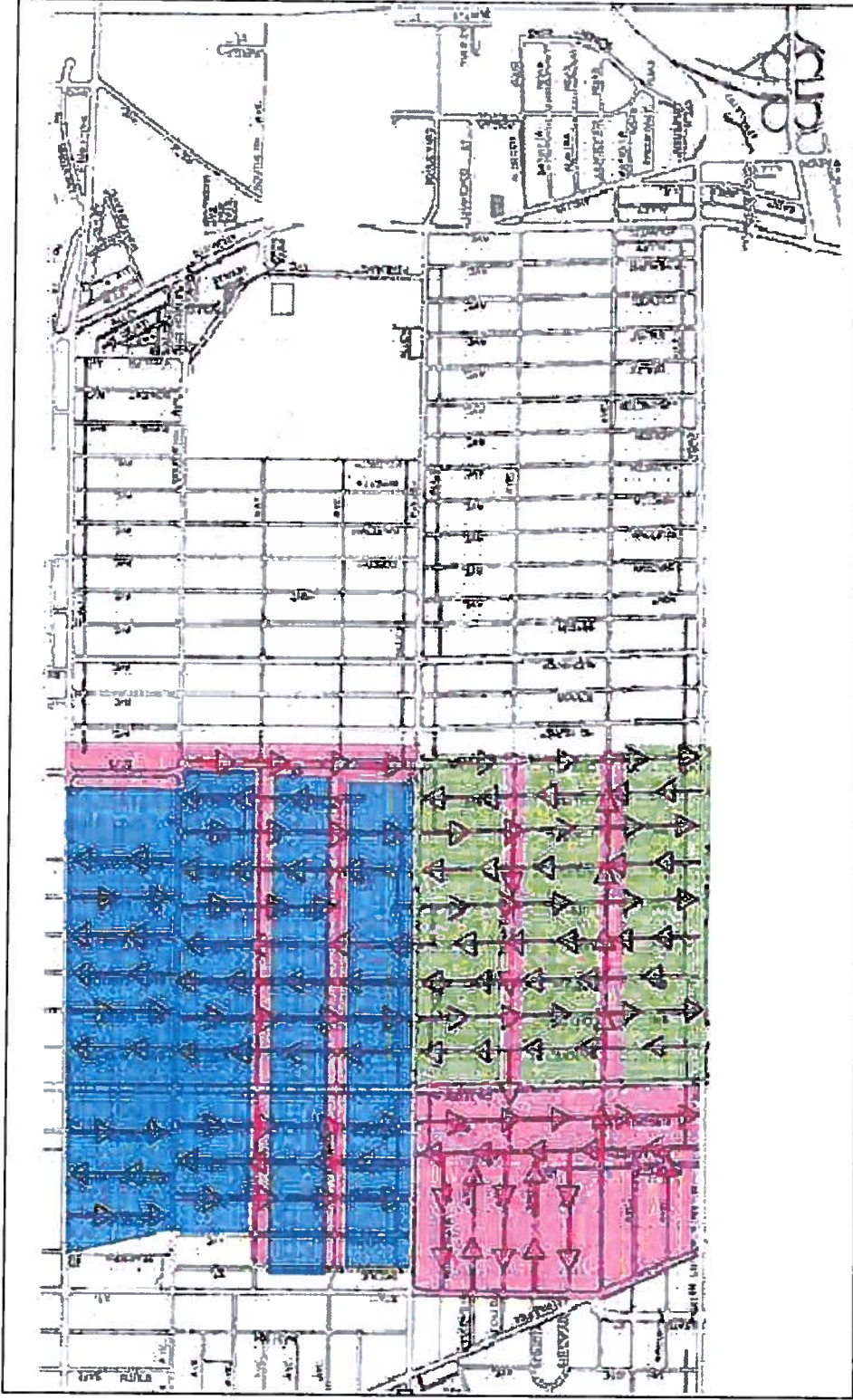


7:30am – 11:30am
 10:00am – 2:00pm
 12:00pm – 4:00pm
 Driving Direction

City Street Sweeping Schedule



Operator I – Thursday

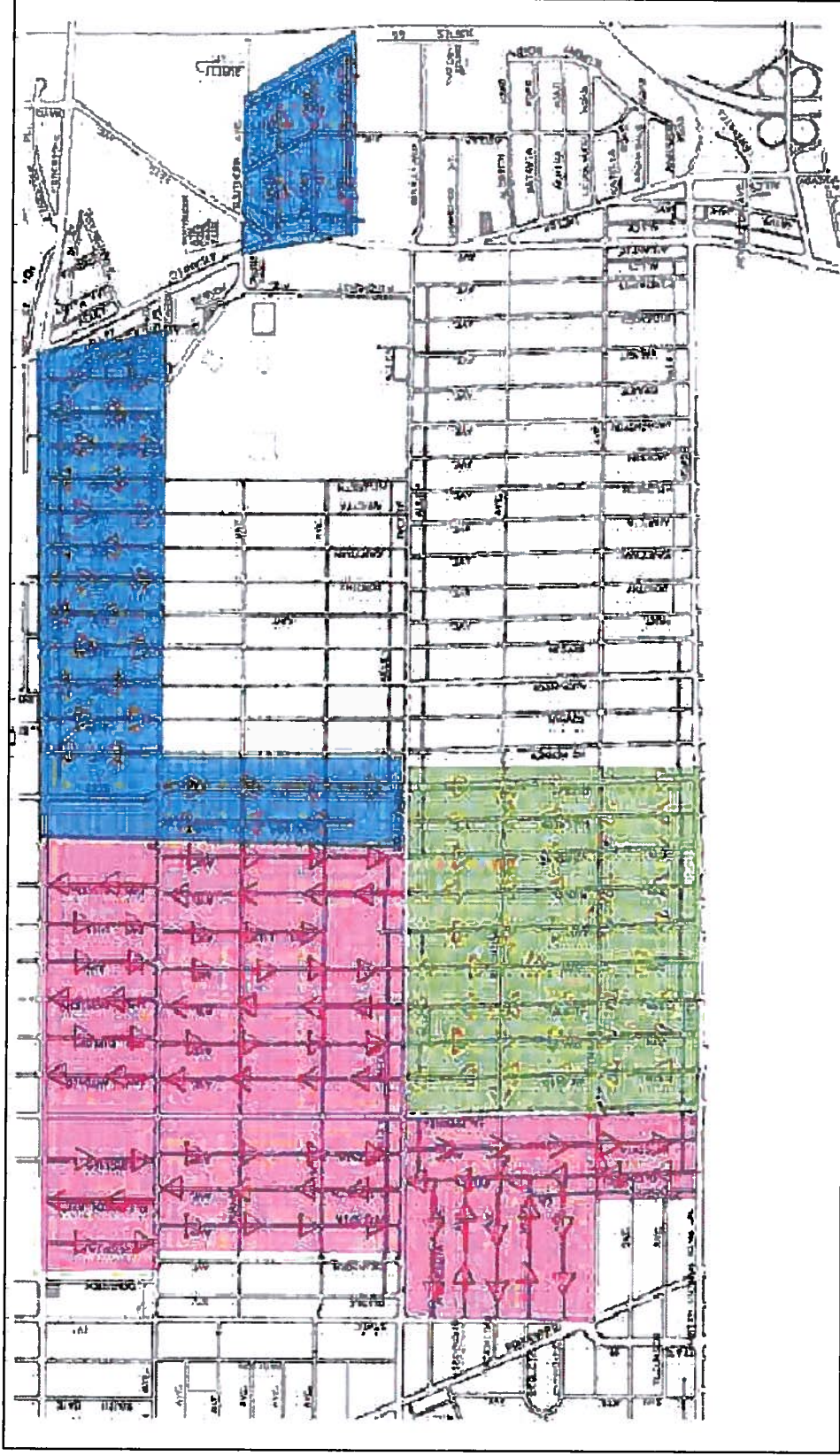


City Street Sweeping Schedule

City of South Gate



Operator I – Friday



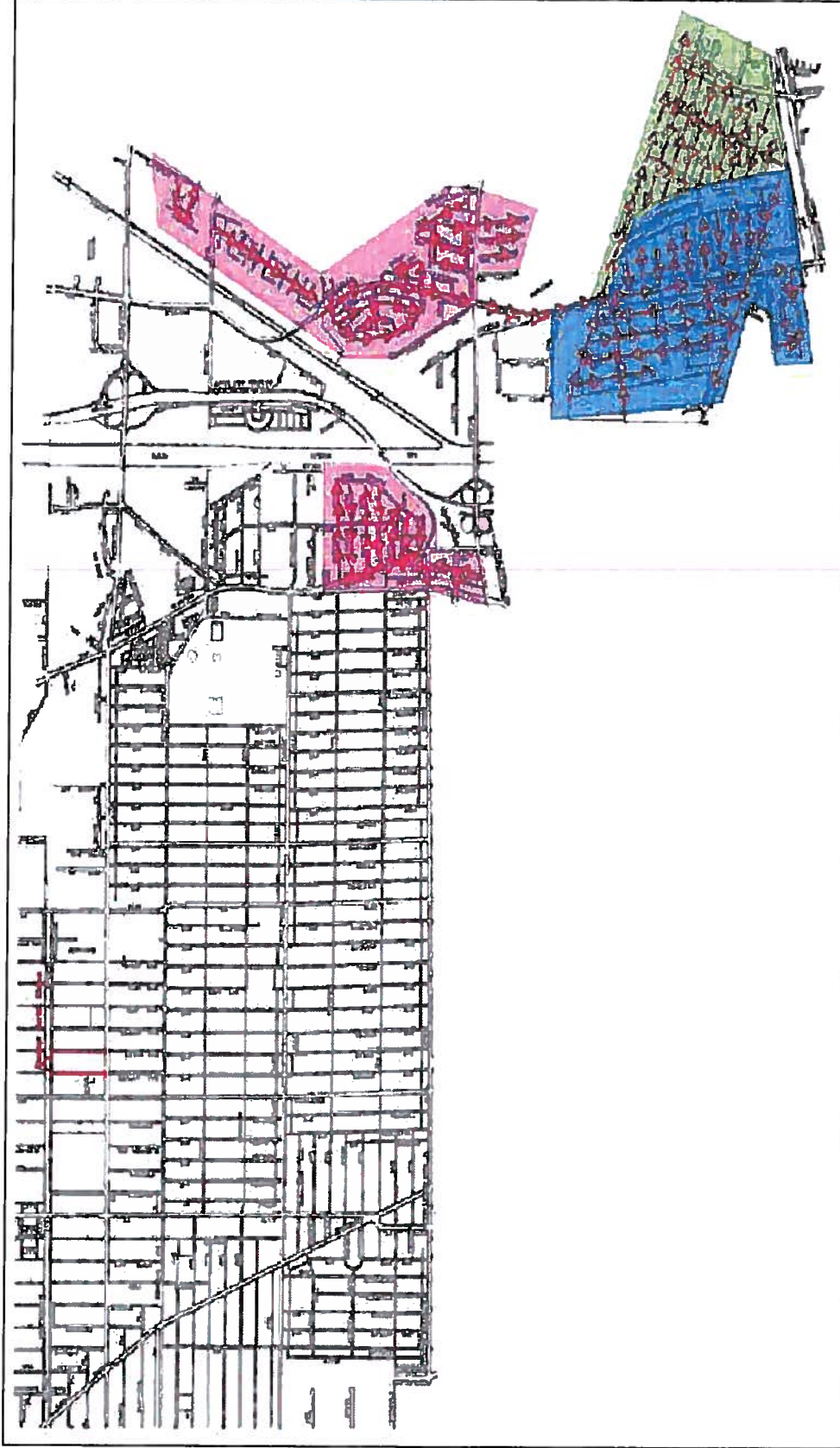
- 7:30am – 11:30am
- 10:00am – 2:00pm
- 12:00pm – 4:00pm
- Driving Direction

City Street Sweeping Schedule

City of South Gate



Operator II – Monday



City Street Sweeping Schedule



City of South Gate

7:30AM - 11:30AM



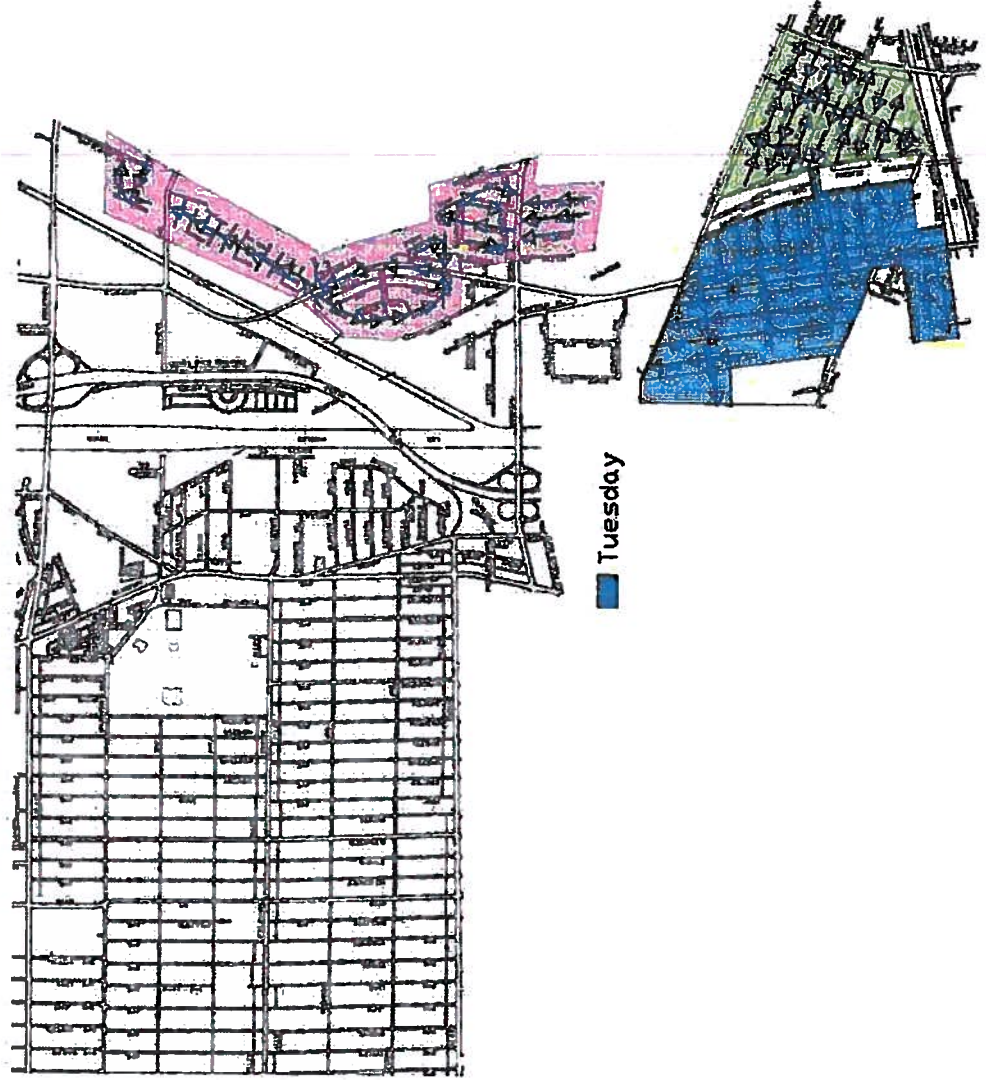
10AM - 2PM



12PM - 4PM



OPERATOR II - SWEEPING SCHEDULE



■ Tuesday

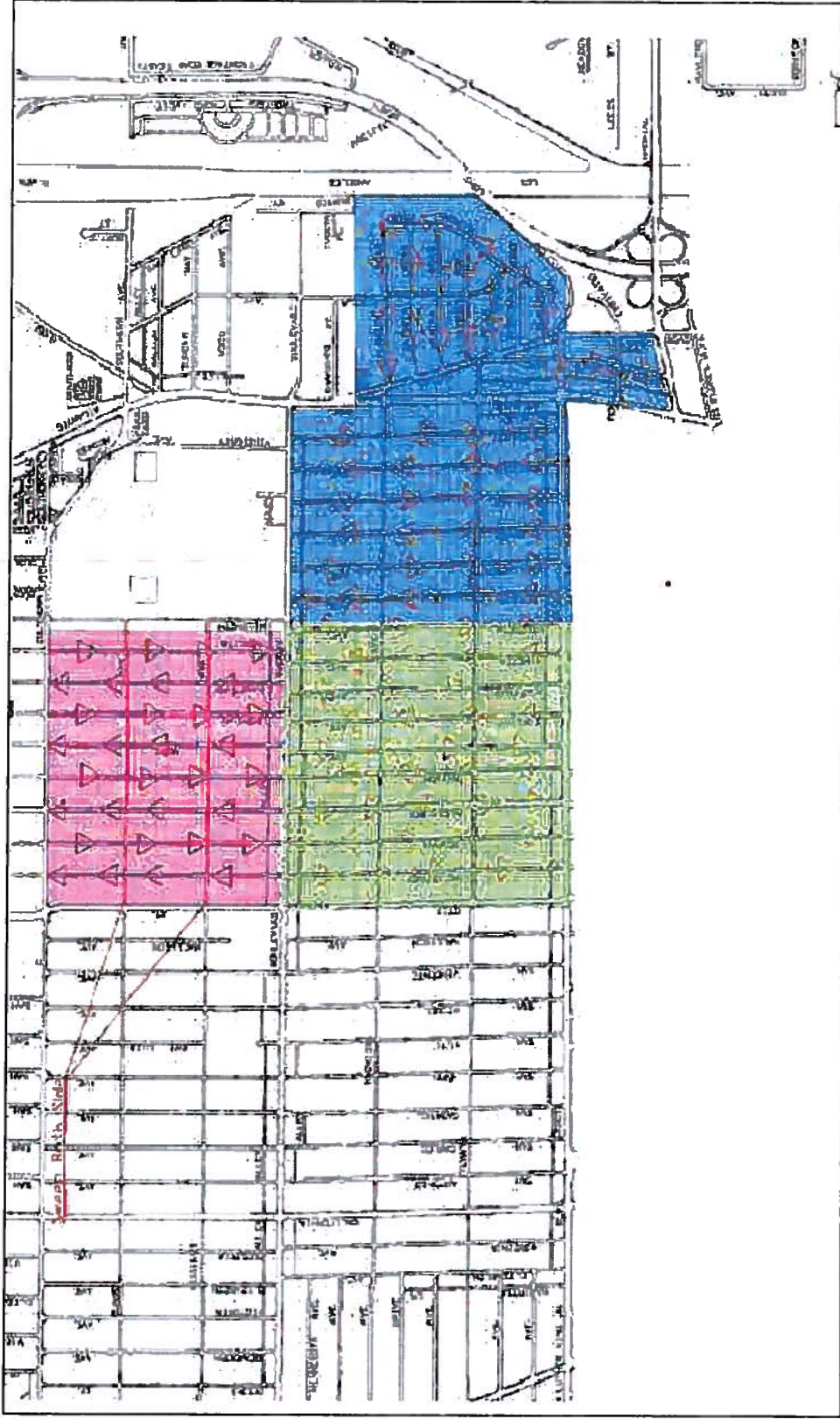
Operator II – Wednesday and Thursday (on opposite sides)



- 7:30am – 11:30am
- 10:00am – 2:00pm
- 12:00pm – 4:00pm
- Driving Direction



Operator II – Friday



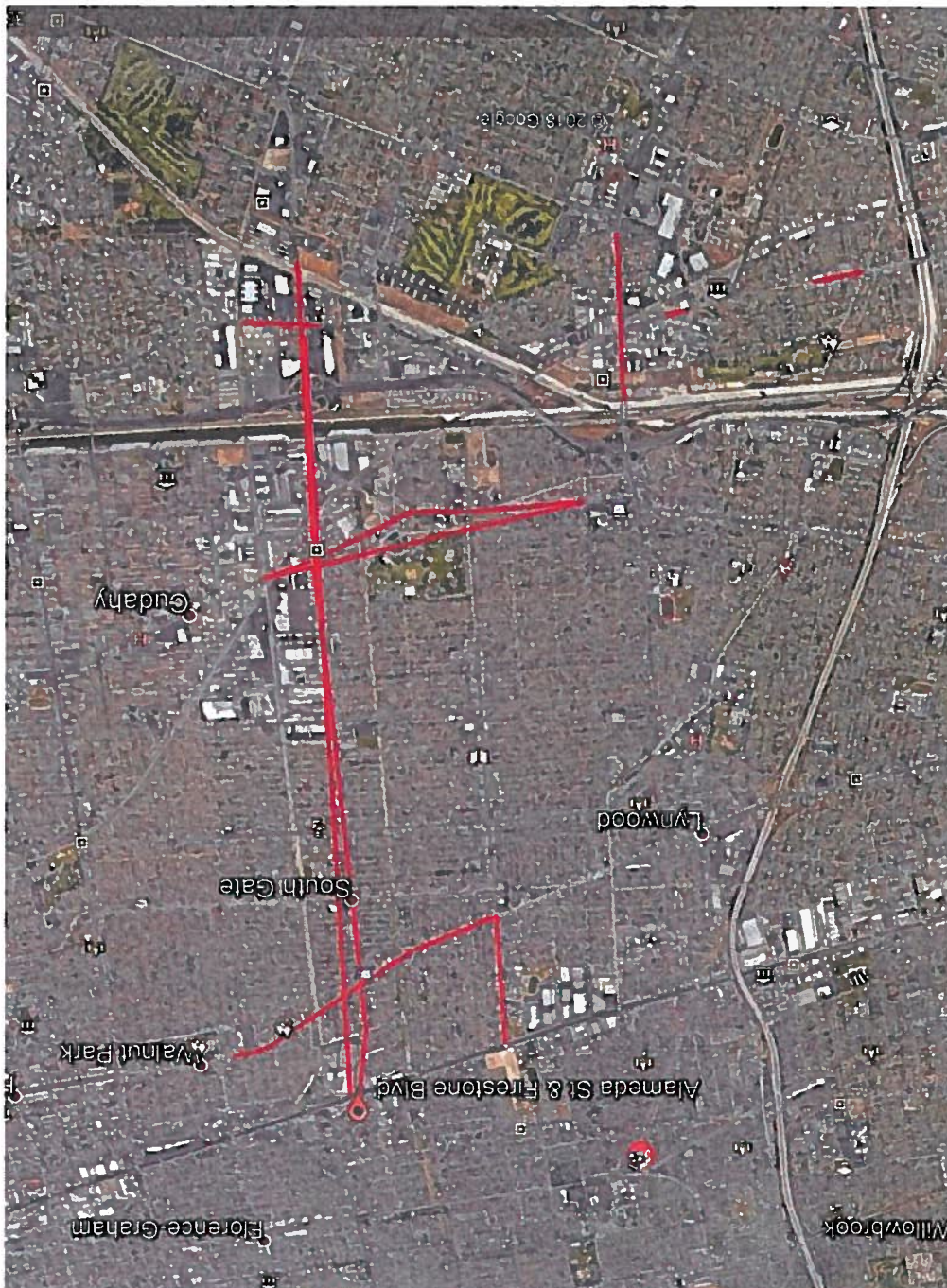
- 7:30am – 11:30am
- 10:00am – 2:00pm
- 12:00pm – 4:00pm
- Driving Direction

City Street Sweeping Schedule

City of South Gate



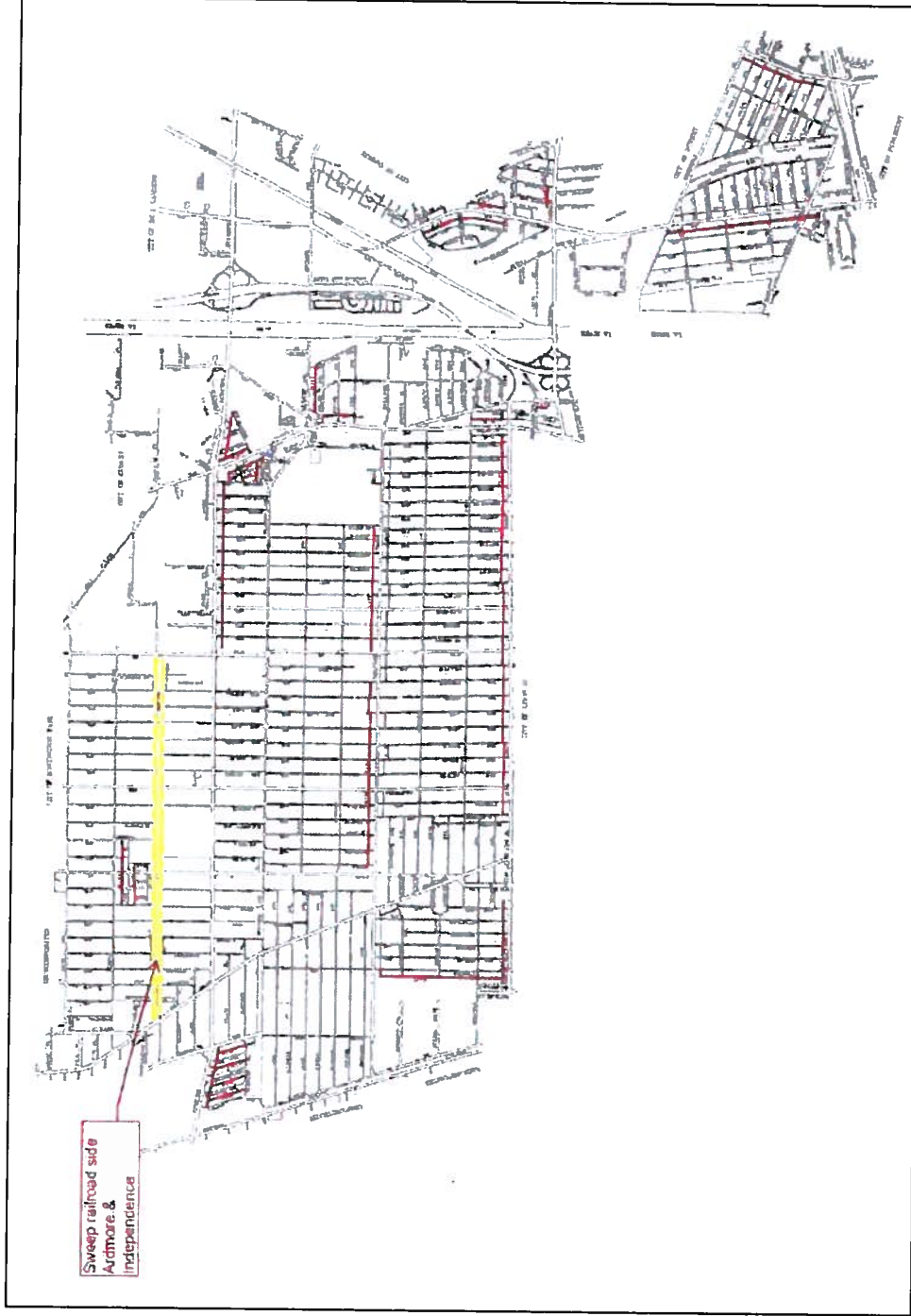
STREET MEDIANS



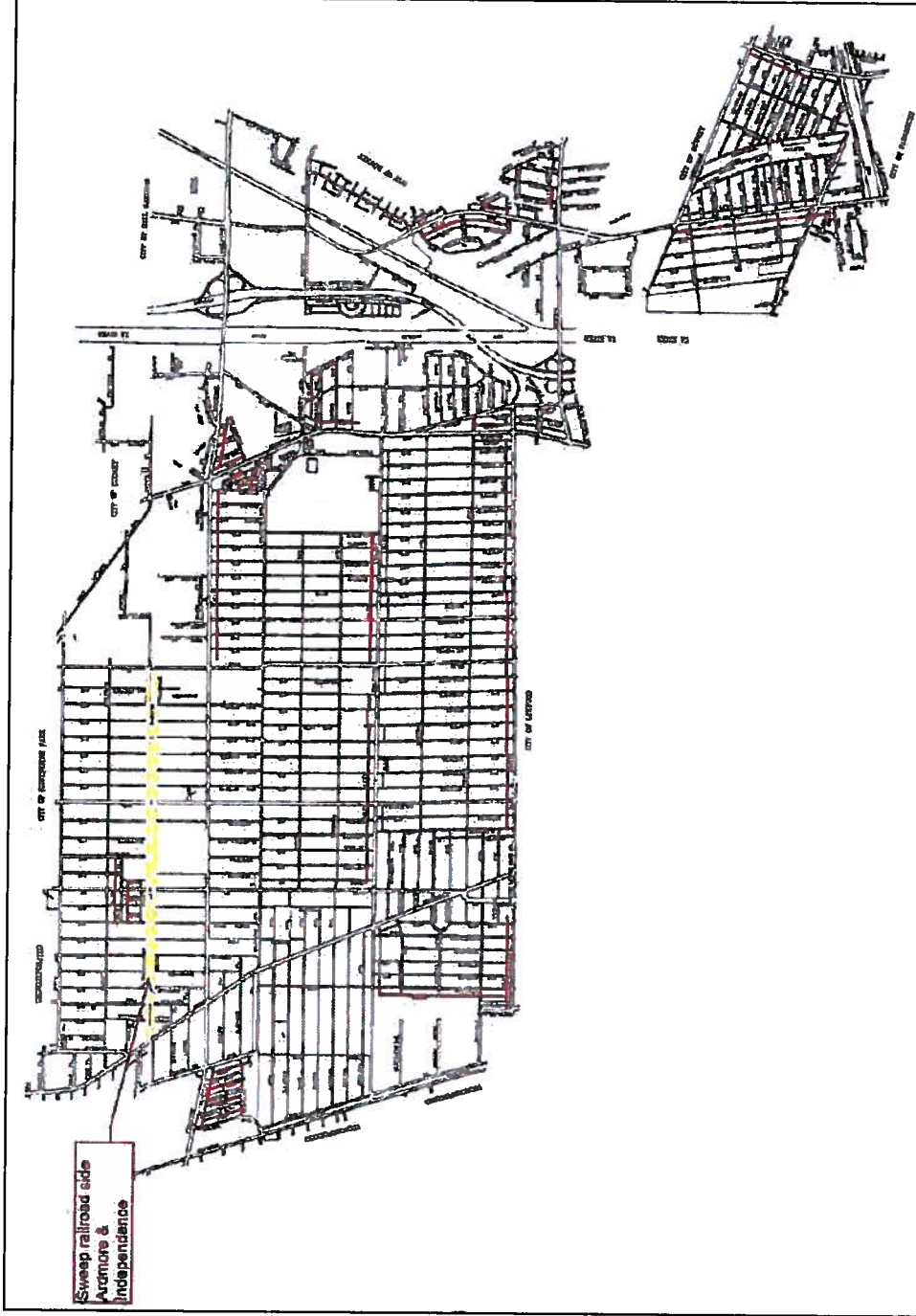
ALLEY SWEEPING MAP



Night Schedule – Alley



Operator II – Night Street Sweeping - Alley

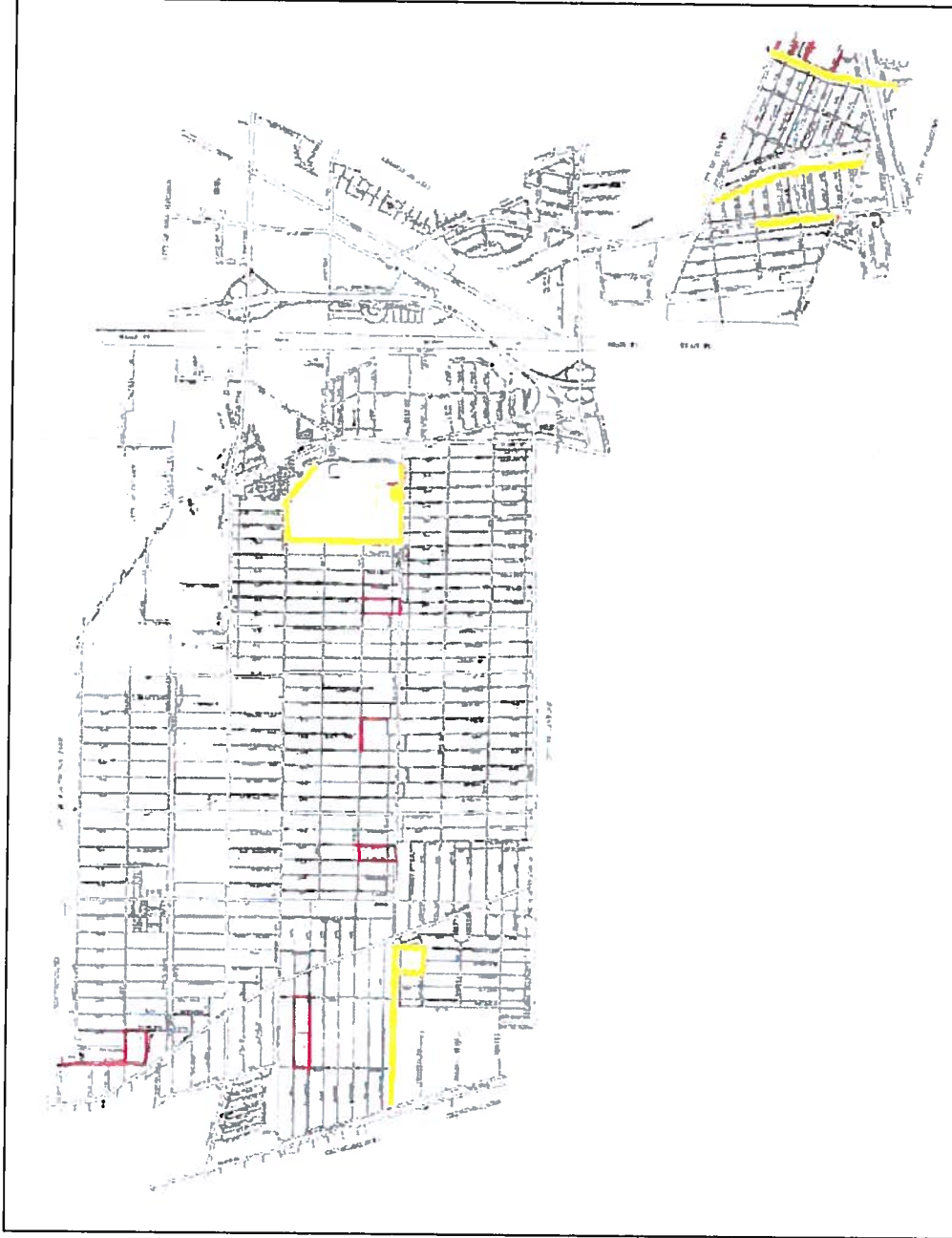


City Street Sweeping Schedule

City of South Gate



Night Schedule – Monday

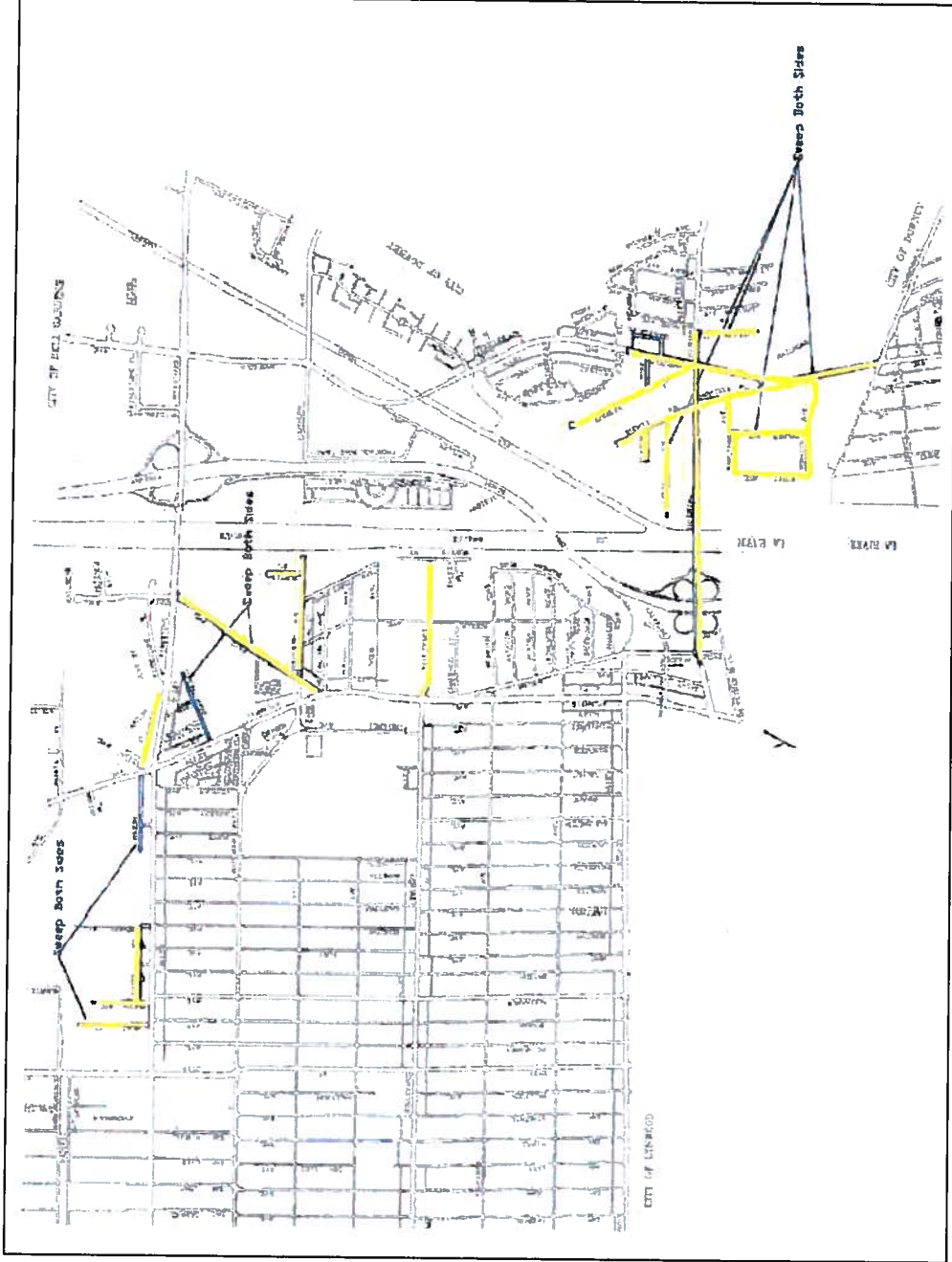


City Street Sweeping Schedule

City of South Gate



Night Schedule – Tuesday

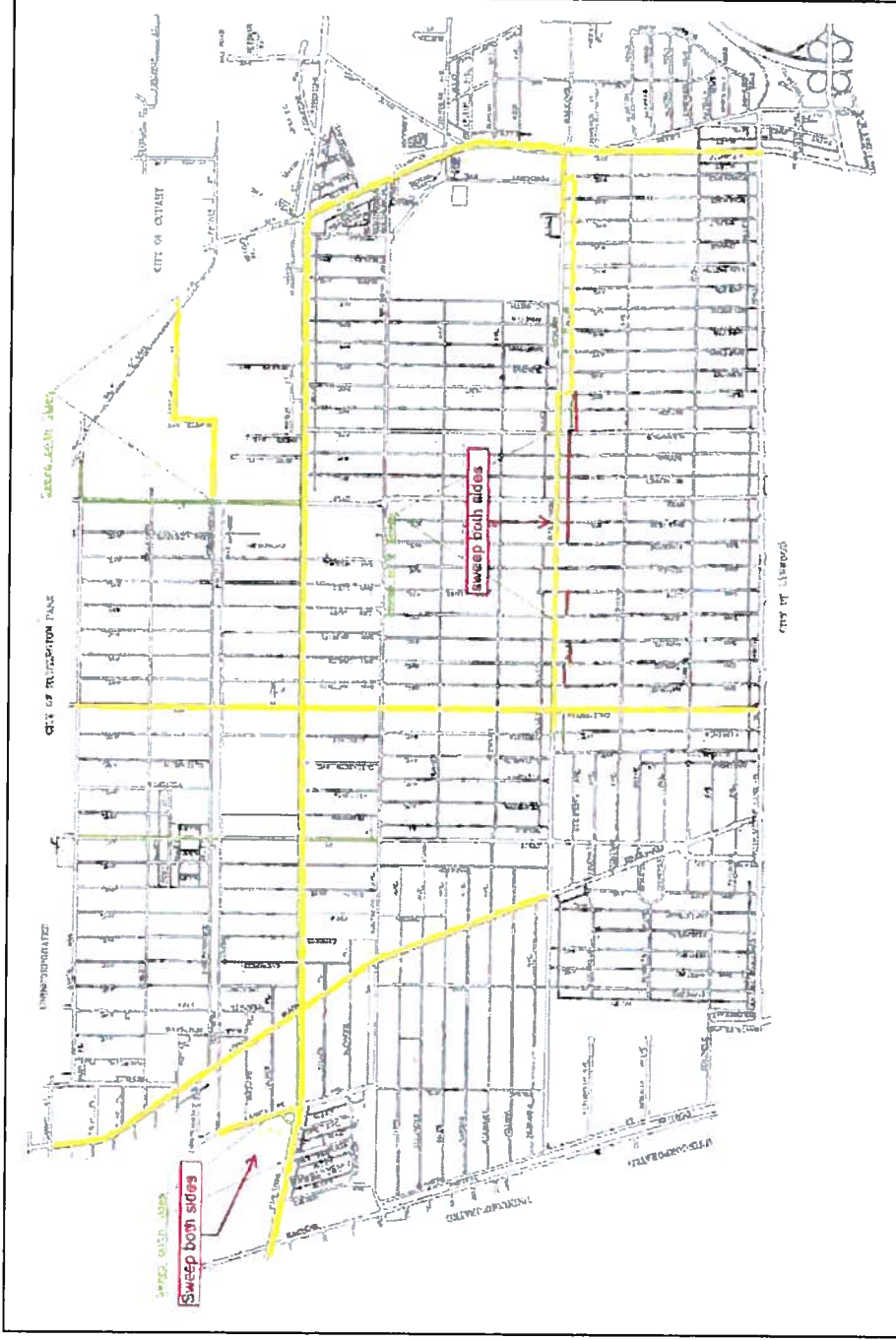


City Street Sweeping Schedule

City of South Gate



Night Schedule – Wednesday



City Street Sweeping Schedule

City of South Gate



Night Schedule – Thursday

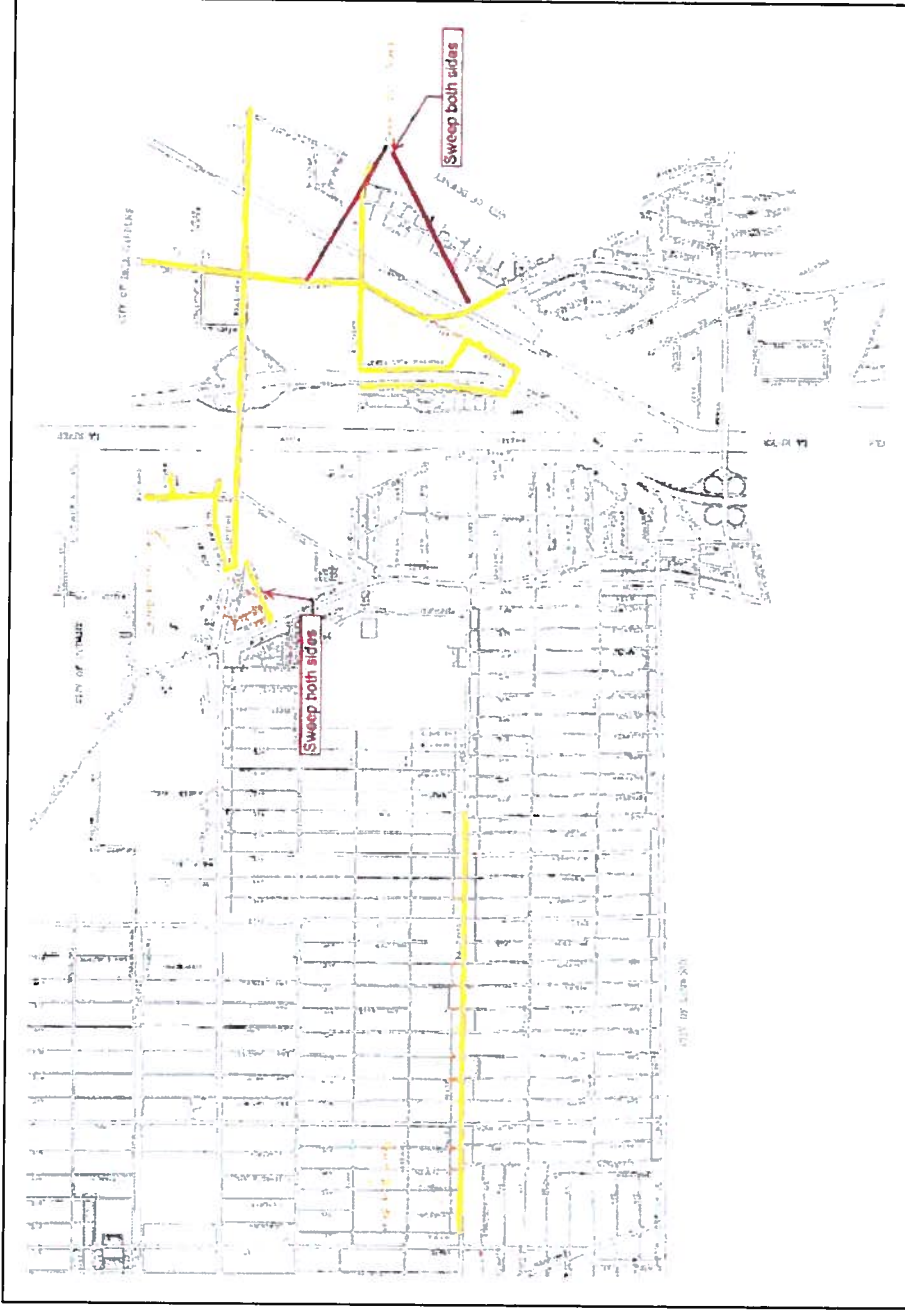


City Street Sweeping Schedule

City of South Gate



Night Schedule – Friday



City Street Sweeping Schedule

City of South Gate



SOUTH GATE PARK PARKING LOTS



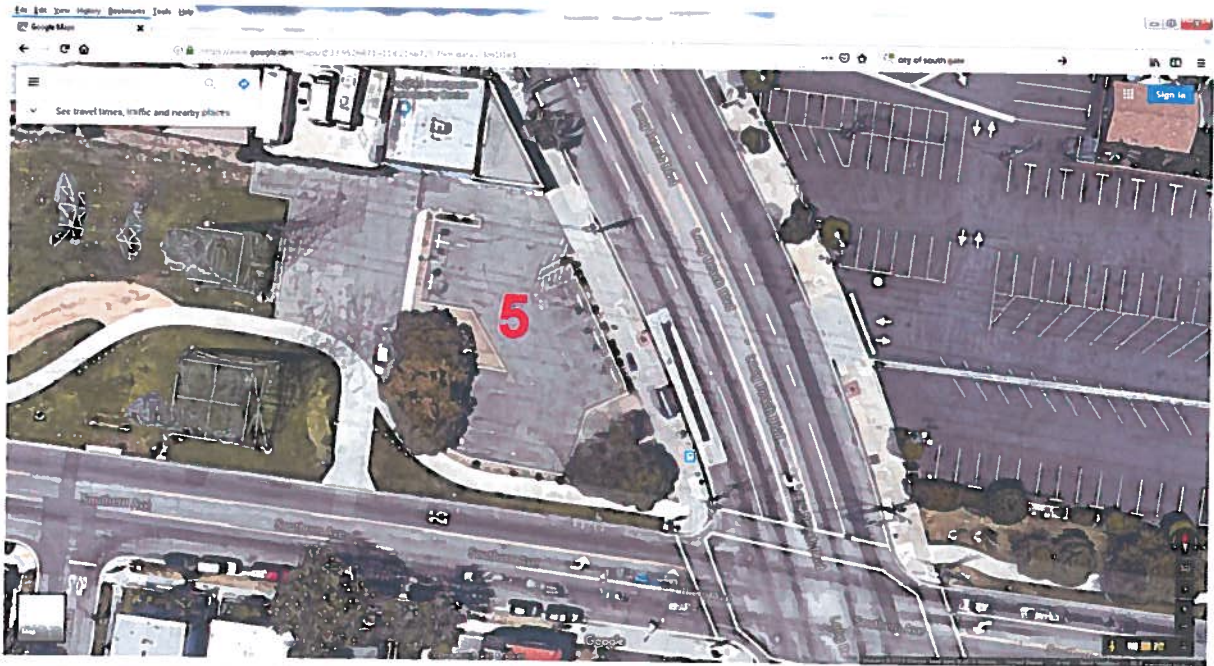
HOLLYDALE PARK PARKING LOTS



CASER CHAVEZ PARK AND STATE STREET PARK







Lot 1C



Legend

 Parking Lot



1 inch = 127 feet

Parking Lot Area: 14,423 Square Feet

Lot 2C



Esri, DeLorme, Garmin, GeoEye, IGN, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Legend

 Parking Lot



1 inch = 127 feet

Parking Lot Area: 8,355 Square Feet

Lot 3C



Lot 4C



Esri, HERE, DeLorme, © OpenStreetMap contributors, and the GIS User community
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA,
USGS/AerialView, IGN, and the GIS User Community

Legend

 Parking Lot



1 inch = 102 feet

Parking Lot Area: 5,686 Square Feet

City Parking Lots

City of South Gate

Lot 5C



Legend

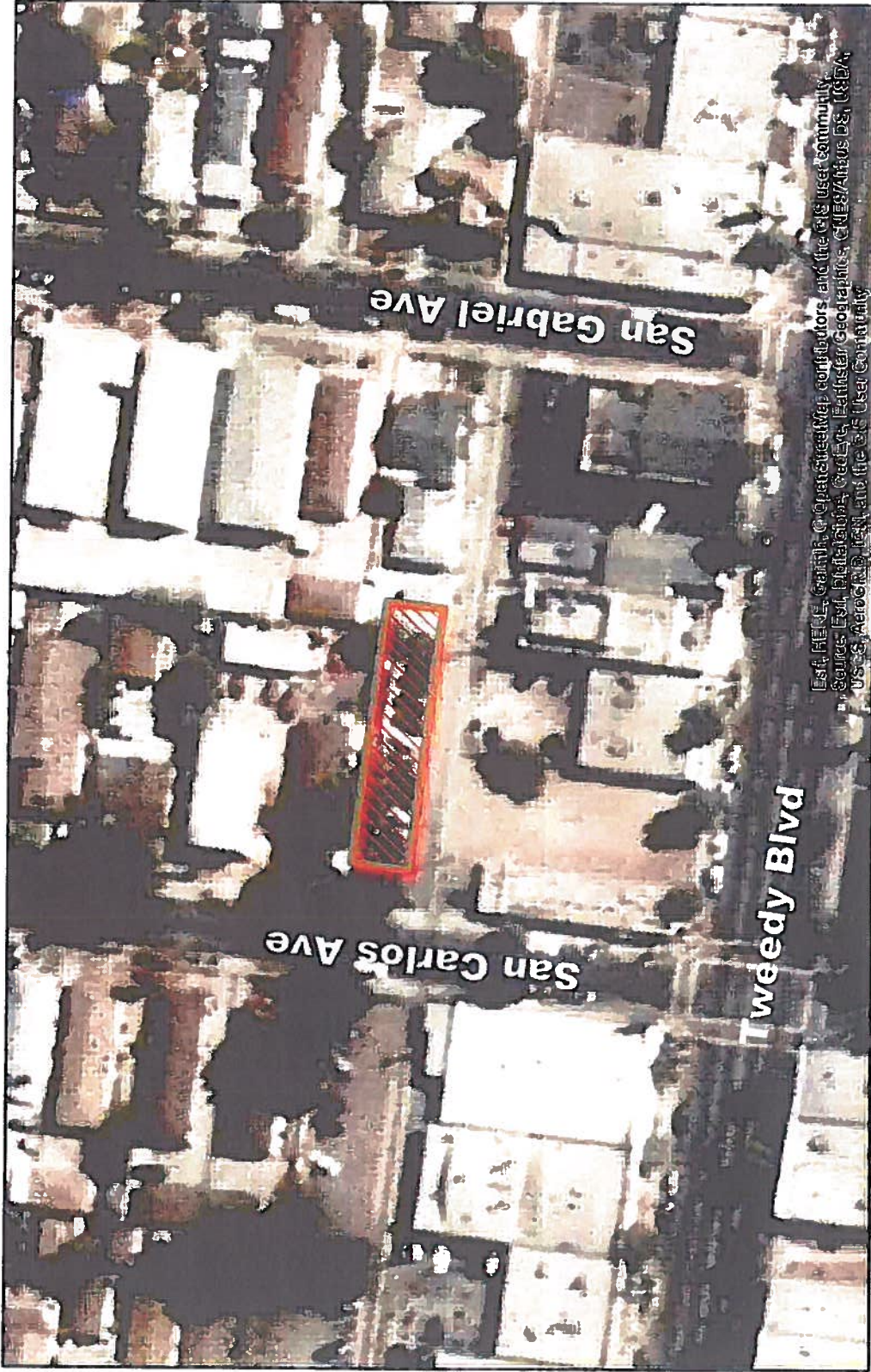
 Parking Lot



1 inch = 102 feet

Parking Lot Area: 8,375 Square Feet

Lot 6C



Lot 8C



Esri, HERE, Garmin, ©OpenStreetMap contributors, and the GIS User community
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus PS, USDA,
USGS, AeroGRID, IGN, and the GIS User community

Legend

 Parking Lot



1 inch = 102 feet

Parking Lot Area: 14,520 Square Feet

Lot 10C



Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community.
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA,
USGS, AeroGRID, IGN, and the GIS User Community

Legend

 Parking Lot



1 inch = 102 feet

Parking Lot Area: 5,406 Square Feet

Lot 11C



Lot 12C



Esri, HERE, Garmin, Google, StreetView, contributors, and the GIS user community
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA,
USGS, AeroGRID, IGN, and the GIS User community

Legend

 Parking Lot



1 inch = 81 feet

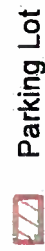
Parking Lot Area: 26,084 Square Feet

Lot 13C



Map data © OpenStreetMap contributors, and the GIS user community
Satellite Imagery © GeoEye Earthstar Geographics, CNES/Airbus DS, USDA,
USGS/AeroGRID, IGN, and the GIS User Community

Legend



Parking Lot



1 inch = 81 feet

Parking Lot Area: 8,600 Square Feet

City Parking Lots

City of South Gate

Lot 14C



Est. HERE, Google, © OpenStreetMap contributors, and the GIS user community.
Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA,
USGS, AeroGRID, IGN, and the GIS User Community

Legend

 Parking Lot



1 inch = 81 feet

Parking Lot Area: 17,134 Square Feet

City Parking Lots
City of South Gate

Exhibit C

CITY OF SOUTH GATE

STREET SWEEPING SERVICES PROPOSAL

DUE DATE: JANUARY 28, 2019 AT 11:00 AM

SUBMITTED BY:



11914 FRONT STREET, NORWALK, CA 90650
PH. (562) 860-0604 • FAX (562) 868-5726
www.nes-sweeping.com

Nationwide Environmental Services®

Division of Joe's Sweeping, Inc.



January 21, 2019

Mr. Arturo Cervantes
Assistant City Manager/Dir. of Public Works
City of South Gate
8650 California Ave.
South Gate, CA 90280

Re: Street Sweeping Services

Dear Mr. Cervantes:

Nationwide Environmental Services (NES), one of the first certified street sweeping contractors in the nation has provided street sweeping services to over 40 municipalities in the Southern California region since 1968. NES is second generation and a family owned street sweeping contractor providing state-of-the-art street sweeping, catch basin cleaning, graffiti abatement, bus stop maintenance, parking lot sweeping and roll-off services at competitive prices. As a division of Joe's Sweeping, Inc., NES pledges to continue to provide the excellent and professional service that, historically, has been proven to be our company's most distinguishing attribute.

NES is the leading provider of street sweeping services in Southern California and has one of the largest fleet of alternative fueled street sweepers to assist municipalities in complying with SCAQMD Rule 1186 and 1186.1. NES is proud to state that it is the first street sweeping company in the world to have its own in-house alternative fueling (CNG) station. NES not only provides clean, alternative fuel street sweepers but also has an outstanding fleet maintenance and safety program. NES is committed in providing quality street sweeping services with a dedicated staff to ensure a clean, healthy and safe environment with competitive rates. NES is known for its reliability, reputation and quality services with a courteous and responsive customer service department.

NES looks forward to providing street sweeping services to the City of South Gate. If you have any questions, please feel free to contact me at (562) 860-0604.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ani Samuelian", is written over the word "Sincerely,".

Ani Samuelian
Vice President



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Cost Proposal	Sep. Env.
CD of Services	Enclosed

CONTRACTOR INFORMATION

CONTRACTOR certifies that the following information is true and correct:

Business Name: Nationwide Environmental Services a division of Joe's Sweeping, Inc.

Business Address: 11914 Front Street

Norwalk, CA 90650

Telephone: (562) 860-0604

State Contractor's License No. and Class: N/A

Original Date Issued: N/A **Expiration Date:** N/A

Authorized Signature: 

Name/Title: Ani Samuelian / Vice President

Phone: (562) 860-0604

Fax: (562) 868-5726

Email: ani@nes-sweeping.com

CONTRACTOR'S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

The term "Owner" shall refer to any private firm or public agency to which the Contractor has submitted a proposal to, or contracted with, for any street sweeping services.

Submitted by: Nationwide Environmental Services a division of Joe's Sweeping, Inc.
Name must correspond with the Contractor's license

Corporation Partnership Individual Joint Venture

If a corporation, under the laws of what State is it organized? California

California Regional Office Address(es): 11914 Front Street, Norwalk, CA 90650

Use the form titled "Additional Information and/or Comments" for providing requested or additional information for each of the following questions to which you answer "yes" or for any comments.

- A. How many years' experience in street sweeping services current organization?
- (a) As a General Contractor? 51 From 1968 to 2019
- (b) As a Subcontractor? 51 From 1968 to 2019
- B. Provide the following information as to contract experience with public entities or governmental agencies only, within the past ten (10) years. Use an additional sheet if necessary. If none, write "NONE" on the chart.

TYPE OF SERVICE	DATES FROM AND TO	NAME OF AGENCY AND CONTACT TELEPHONE
Municipal Street Sweeping Services	1992 - Present	City of Plco Rivera Arlene Salazar (562) 801-4429
Municipal Street Sweeping Services	1999 - Present	City of Huntington Beach Dereck Livermore (714) 960-8861
Municipal Street Sweeping Services	2015 - Present	City of Inglewood Harry Frisby (310) 412-5240

TYPE OF SERVICE	DATES FROM AND TO	NAME OF AGENCY AND CONTACT TELEPHONE
Municipal Street Sweeping Services	1999 - Present	City of El Monte Chris Ortiz (626) 580-2250
Municipal Street Sweeping Services	1998 - Present	City of Bell Gardens Carlos Marin (562) 806-7780

- C. Has your company been the subject of any investigation, or administrative or judicial proceeding, by any Owner as to whether your company has made any false claim or other material misrepresentation with such order? YES ___ NO X.

If YES, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry. This information may be used to determine if a contractor is responsible and/or responsive. An answer of "yes" will not automatically render the contractor to be non-responsive or non-responsive.

- D. Have you or your company, or any officer or partner thereof, failed to complete a contract for an Owner? YES ___ NO X. If so, indicate the name of each agency, dates, and the circumstances.

- E. Is your company currently a party against any Owner in any litigation pertaining to any construction or maintenance work, or has your company been a party to such litigation? YES ___ NO X.

If YES, as to each such litigation, state the name of the Owner, case number, the court and jurisdiction in which said litigation is pending or was brought, the nature of the litigation, the amount at issue in the litigation, the present status of such litigation, the date of resolution of such litigation if resolved, and the amount and method by which such litigation was resolved, if resolved. This information may be used to determine if a contractor is responsible and/or responsive. An answer of "yes" will not automatically render the contractor to be non-responsive or non-responsive.

CONTRACTOR'S QUALIFICATION STATEMENT

To: The City of South Gate

The undersigned certifies that the Contractor has successfully and properly completed or ongoing contracts of like nature, magnitude, comparable difficulty, and scope as specified in these specifications.

List three (3) recent comparable completed or ongoing contracts:

1. Name City of Downey

<u>John Oskoui</u>	<u>Assistant City Manager</u>	<u>(562) 904-7282</u>
Person to Contact	Job Title	Phone No.

<u>City of Downey</u>	<u>\$420,000+</u>	<u>2003 - Present</u>
City	Contract Amount	Date Completed

2. Name City of Montebello


<u>Danilo Batson</u>	<u>Director of Public Works</u>	<u>(323) 887-4616</u>
Person to Contact	Job Title	Phone No.

<u>City of Montebello</u>	<u>\$675,000+</u>	<u>1989 - Present</u>
City	Contract Amount	Date Completed

3. Name City of Norwalk

<u>Jesus Gomez</u>	<u>City Manager</u>	<u>(562) 929-5700</u>
Person to Contact	Job Title	Phone No.

<u>City of Norwalk</u>	<u>\$800,000+</u>	<u>1994 - Present</u>
City	Contract Amount	Date Completed

Signed  Title Vice President

Dated this 21 day of January, 2019

LIST OF EMPLOYEES

Use this page for provide the list of names, titles, duties, licenses for each employee who will be involved in this contract.

Indicate the name of the person who will be responsible for administering the contract, if awarded. Also, include the person's title, telephone number, address and Internet E-mail address, and current number of employees. The list shall be maintained throughout the contact duration.

Ani Samuelian / Vice President & Contract Manager

11914 Front Street, Norwalk, CA 90650

(818) 414-5454 - ani@nes-sweeping.com

Nelteh Der Bedrossian / Operations Manager & Project Manager

11914 Front Street, Norwalk, CA 90650

(562) 254-0205 - nelteh@nes-sweeping.com

Street Sweeper Operators & Back-up Street Sweeper Operators:

Andrew Ankney

Eduardo Castro

Denis Jimenez

Roberto Molina

Oscar Salcido

All sweeper operators have over ten years experience, have completed training by TYMCO on the proper operating procedures of a street sweeper and have the appropriate class driver's license.

Note: Please see additional information (Organizational Chart, Personnel/Experience, Staffing, Resumes, Certified Stormwater Certification)

LIST OF EQUIPMENT AND PRODUCTS

Use this page for provide the list of equipment, tools, or other products owned by the Contractor and to be used for this contract.

NES has a fleet of over 70 sweeping and cleaning vehicles including back-up street sweepers (see partial vehicle list below). NES ordered four (4) brand new street sweepers to be utilized in the City of South Gate (see attachment). Three (3) primary sweepers, one (1) primary parking lot sweeper and one (1) back-up street sweeper will be utilized in the City of South Gate. All sweepers will be parked at our facility in Norwalk. In addition, all sweepers will be equipped with portable blowers and will be equipped with safety features, painted in uniform color and will have logos and/or place cards for proper City of South Gate Contractor identification. All sweepers will be equipped with a dash cam and a GPS (Teletrac) tracking systems which monitors speed, hours of operation and brush operation for reporting purposes. All equipment will be kept in safe working order and will be licensed and maintained in a safe and proper operating condition. Only sweepers powered by approved alternative fuels in accordance with SCAQMD Rule 1186 (PM10) and Rule 1186.1 will be utilized in the City of South Gate.

<u>Unit #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Type</u>	<u>AQMD Certified</u>	<u>Fuel Type</u>	<u>Life Span</u>
<u>264</u>	<u>2019</u>	<u>Freightliner</u>	<u>TYMCO 600</u>	<u>Regenerative Air</u>	<u>Yes</u>	<u>CNG</u>	<u>9+</u>
<u>265</u>	<u>2019</u>	<u>Freightliner</u>	<u>TYMCO 600</u>	<u>Regenerative Air</u>	<u>Yes</u>	<u>CNG</u>	<u>9+</u>
<u>266</u>	<u>2019</u>	<u>Freightliner</u>	<u>TYMCO 600</u>	<u>Regenerative Air</u>	<u>Yes</u>	<u>CNG</u>	<u>9+</u>
<u>267</u>	<u>2019</u>	<u>Freightliner</u>	<u>TYMCO 600</u>	<u>Regenerative Air</u>	<u>Yes</u>	<u>CNG</u>	<u>9+</u>
<u>105</u>	<u>2016</u>	<u>Dodge</u>	<u>RAM 1500</u>	<u>Custom Sweeper</u>	<u>Yes</u>	<u>Unleaded</u>	<u>7</u>

Maintenance: All street sweepers are inspected at a minimum of twice per day. Drivers are required to perform pre-trip and post-trip inspections daily. NES also has a successful preventive maintenance program and is proud to state that NES has always received excellent reviews/inspections from the CHP.

Note: See additional information (Letter from Marco Equipment, Equipment Specification & GPS Information).

ADDITIONAL VEHICLE INFORMATION AVAILABLE UPON REQUEST

**CERTIFICATION OF NONDISCRIMINATION
AND AFFIRMATIVE ACTION**

As suppliers of goods or services to the City of South Gate, the firm listed below certifies that it does not discriminate in its employment with regard to race, medical condition, color, marital status, religion, sex, handicap, or national origin; that it is in compliance with all federal, state and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively principles of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned including all company employees, outside recruiting services, especially those servicing minority communities and to the minority communities at large.
4. To take affirmative steps to hire minority employees

Nationwide Environmental Services
a division of Joe's Sweeping, Inc.
Company Name


Signature

Vice President
Title

Please include any additional information regarding equal opportunity employment programs now in effect within your company.

NES is committed to equal employment opportunity. NES accepts our responsibility to make employment decisions without regard to race, religious creed, religious observance, color, age, sex, sexual orientation, gender, gender identity, gender expression, genetic information, national origin, ancestry, marital status, medical condition as defined by state law (cancer or genetic characteristics), disability, military service, military and veteran status, pregnancy, childbirth and related medical conditions, or any other classifications protected by federal, state, and local laws and ordinances. Our management is dedicated to ensuring the fulfillment of this policy with respect to hiring, placement, promotion, transfer, demotion, layoff, termination, recruitment, advertising, pay, and other forms of compensation, training, and general treatment during employment.

CITYWIDE ANNUAL STREET SWEEPING SERVICES CONTRACT

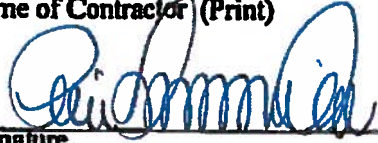
CONTRACTOR'S INDUSTRIAL SAFETY RECORD

This information must include all Street Sweeping Services work undertaken in the State of California by the Contractor and any partnership, joint venture, corporation, or other entity that any principal of the Contractor participated as a principal or owner for the current year and the last five calendar years prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporation (or other entity type), or individual Contractor. The Contractor may attach any additional information or explanation of data which the Contractor would like taken into consideration in evaluating the safety record. An explanation of the circumstances surrounding any and all fatalities must be attached.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD
Last 5 Calendar Years Prior To 2018

Year	2013	2014	2015	2016	2017	TOTAL
1. No. of Contracts for Street Sweeping Services	59	70	66	61	67	323
2. Total Dollar Amount of Contracts for Street Sweeping Services (in thousands)	10M+	10M+	11M+	11M+	11M+	53M+
3. No. of Fatalities in Street Sweeping Operations	0	0	0	0	0	0
4. No. of Lost Workday Cases Related to Street Sweeping Services	0	2	0	0	0	2
5. No. of Lost Workday Cases Involving Permanent Transfer to Another Job or Termination of Employment in Street Sweeping Operations	0	0	0	0	0	0
6. No. of Lost Workdays Related to Street Sweeping Operations	0	2	0	0	0	2

Nationwide Environmental Services a division of Joe's Sweeping, Inc.
Name of Contractor (Print)



Signature

11914 Front Street
Address

NA
State Contractor License No. & Classification(s)

Norwalk
City

90650
Zip Code

(562) 860-0604
Telephone



COMPANY BACKGROUND

Nationwide Environmental Services (NES), a division of Joe's Sweeping, Inc., is one of the largest street sweeping companies in the nation. Through ceaseless dedication, founder Joe Samuellan, who started sweeping parking lots in 1968, created a company that has served over 50 municipalities throughout California. The company's success lies in its mission statement: to provide the highest level of customer satisfaction with quality services using state-of-the-art, environmentally friendly technologies. By implementing this mission statement to every service provided, NES has not only created a cleaner environment, but has also inspired the true beauty of every municipality to shine.

Our extensive fleet of sweeping and cleaning vehicles continues to maintain municipalities, residential communities, homeowner's associations (HOA), business parks, parking facilities, construction sites, private companies, various unified school districts and transportation authorities. Our current contracts cover street sweeping services within the Greater Los Angeles Area and the surrounding areas of Orange, Ventura, San Bernardino, and Riverside Counties, serving over 1.5 million citizens.

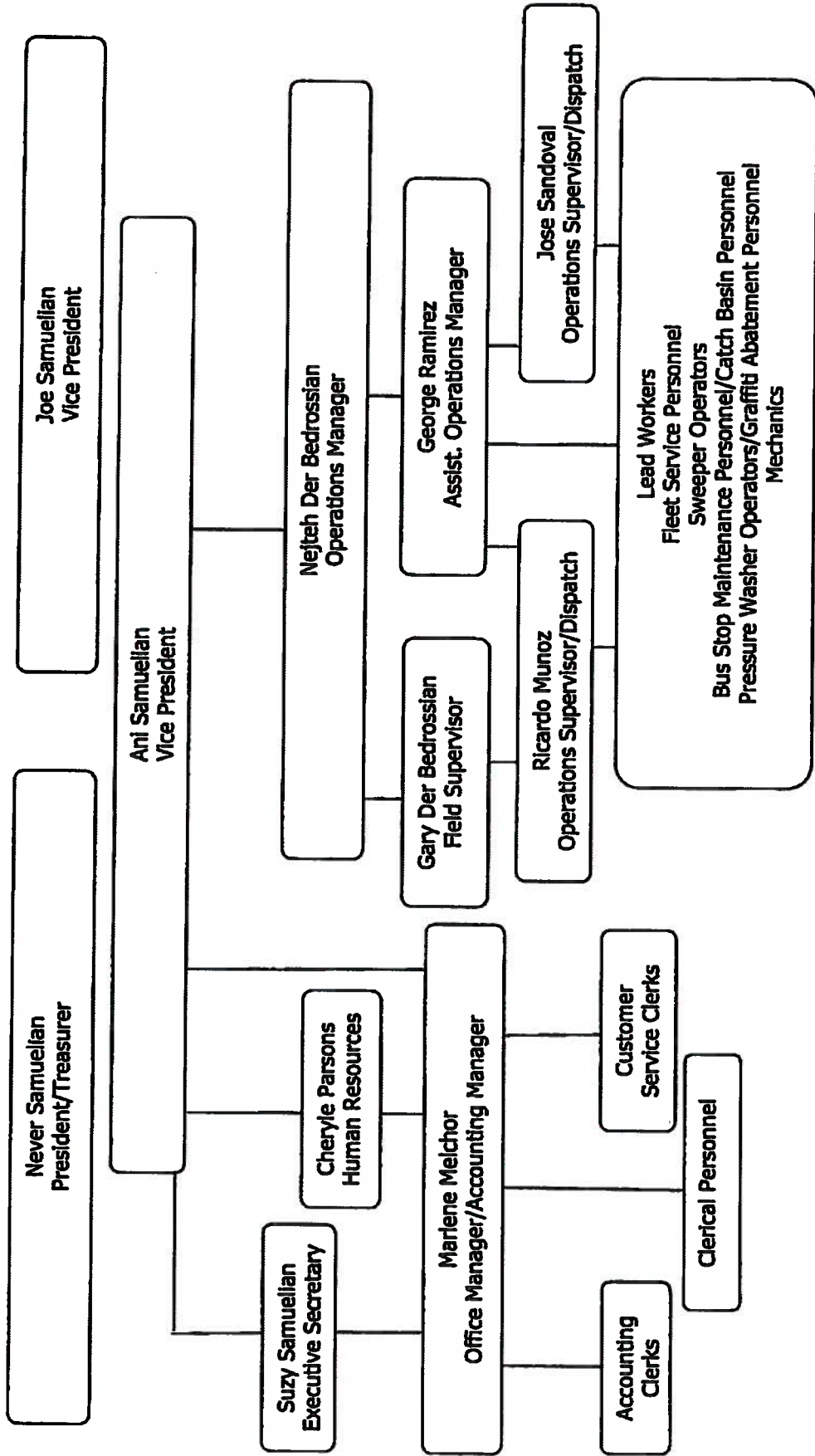
NES implements only the most technologically advanced softwares and employs the most experienced and dedicated management and personnel. Through this dedication to excellence, NES proactively addresses the needs of the communities we serve.

Our clean and efficient street sweeping services enhance a community's appearance and consistently ensure a cleaner environment in which to reside and work. This type of environment promotes community pride and helps increase property values.

At NES, we realize the importance of a clean and dependable fleet. This is why our vehicles are routinely cleaned and inspected to make sure they provide the highest level of service. Our equipment technicians are highly qualified and every operator is a trained professional. Everyone at NES is dedicated to keeping our fleet on the road and on time. Here at NES, great service is our priority, and we are serious about keeping your community clean.



ORGANIZATIONAL CHART





PERSONNEL & EXPERIENCE

NES prides itself on its excellent customer service. All employees at NES are courteous, responsive, timely, equitable and professional. Employees are trained whether in person or on the phone to be pleasant, respectful and professional. Employees give full attention to each customer's needs by asking questions and by providing accurate information. Our customer service representatives offer immediate action to requests and complaints.

NES maintains a drug-free workplace and employs a staff of over 80 sweeper operators including back-up personnel. This method of employing back-up sweeper operators allows NES to manage personnel changes without sacrificing the quality of service to any one of our customers. All personnel wear company uniforms which include identification patches identifying the company and employee.

At NES, employees are trained, licensed, insured and competent to assure quick response along with professional services. Nonetheless, employees are knowledgeable about correct sweeping practices; therefore, they sweep each route according to the contract specifications and provide high quality services, *a basic standard of NES*. NES makes every effort to provide its employees with the tools and resources necessary to provide outstanding customer service.

NES believes that communication is a key factor in providing quality services, therefore, we have a 24/7 dispatch service available to assist the City with additional, special or emergency requests. In addition, NES will provide the City with NES' 24-hour dispatch telephone number and cellular telephone number of the project manager. Safety comes first at NES; therefore, all managers, supervisors and employees receive ongoing safety training during their employment. The following is a guideline of our training program:

90 Day Training

- Review Driving Record and verify with DMV printout (Enroll in DMV Pull-Notice Program)
- Reference Check
- Pre-Employment Drug/Alcohol Screening
- Initial Safety Training
- Behind-the-Wheel Training
- Proper Operation of a Street Sweeper
- Defensive Driving Training
- Vehicle Safety Procedures & Precaution



PERSONNEL/EXPERIENCE

Ongoing Training

- Bi-Weekly Safety Meetings (One-on-One with Each Employee)
- Quarterly Safety Meetings
- Random Safety Meetings administered by our Insurance Company
- Random Drug/Alcohol Testing
- Semi-annual refresher training administered by NES.

NES has been known for its remarkable quality of service and stands above all others in the industry by providing excellent customer service. All employees at NES have been screened and selected per NES' Driver Selection and Screening Policy.

All sweeper operators have over 10 years experience, have completed training by TYMCO on the proper operating procedures of a street sweeper and have the appropriate class driver's license.

Management personnel have over 15 years experience and are highly trained in maintaining the highest level of customer service by focusing on guaranteed satisfaction. All employees and management personnel are skilled, experienced and competent and all are capable of communicating in both written and oral English. If necessary, NES has a staff of management personnel, back-up sweeper operators and back-up street sweepers which can be utilized.

NES also has fulltime in-house mechanics available 24/7 to handle any type of mechanical problem, should the need arise. Mechanics are ASE/TYMCO trained and skilled to repair and maintain alternative fuel street sweepers as well as all other types of vehicles.



STAFFING

Executive:

Never Samuelian
Joe Samuelian
Ani Samuelian
Suzy Samuelian

President/Treasurer
Vice President
Vice President (**Contract Manager**)
Executive Secretary

Administrative:

Marlene Melchor
Cheryle Parsons

Office Manager/Accounting Manager
Human Resources, PHR
Accounting Clerks
Customer Service Clerks
Clerical Personnel

Operations:

Nejteh Der Bedrossian
George Ramirez
Gary Der Bedrossian

Operations Manager (**Project Manager**)
Assistant Operations Manager
Field Supervisor
Lead Workers
Fleet Service Personnel
Sweeper Operators
Bus Stop Maintenance Personnel
Catch Basin Personnel
Pressure Washer Operators
Graffiti Abatement Personnel

Mechanics:

Jose Martinez

Fleet Maintenance Supervisor
Lead Mechanic
Mechanics



RESUMES

Ani Samuelian/Vice President (Contract Manager)

Ani Samuelian has been employed with NES since 1994 and her responsibilities include: Oversee daily operations, contract management, accounts payable/receivable/payroll. Assist in establishing effective company goals and evaluate all insurance and bonding policies and procedures. Responsible for developing and implementing marketing strategies. Provide adequate communication with staff to identify problems and coordinate corrective action plans. Coordinate with department heads to facilitate efficient management functions. Participate in weekly meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures. Responsible for ensuring compliance of all State and Federal laws and regulations. Oversee Human Resources, Safety and Public/Government Relations. Ani is bilingual (English/Armenian) and has graduated from Southern California College of Business & Law. Ani is also a proud member of the L.A. Chapter Maintenance Superintendents Association (MSA) and the north american Power Sweeping association (naPSa). In March 2016, Ani was honored as the "Woman of the Year" in the area of business from the 32nd Senate District.

Nejteh Der Bedrossian/Operations Manager (Project Manager)

Nejteh Der Bedrossian has been employed with NES since 1991 and his responsibilities include: Oversee and supervise the daily operations of the plant. Responsible for designing new routes and organizing daily service routes and schedules for an effective operation. Managing and overseeing employees. Managing disposal operations; administer and oversee disposal program, including recycling and composting; establish programs with municipalities to meet AB 939 mandates. Monitoring and inspecting field operations; project point liaison for emergency callouts or request for services; monitors and reviews GPS tracking system reports. Perform cost comparison analysis to determine the most efficient and cost effective way to provide services to our clients. Responsible for inventory control of the plant and purchases for maintaining an effective operation. Participate in weekly meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures. Responsible for ensuring compliance of all State and Federal laws and regulations. Nejteh is a Certified Stormwater Inspector (see attachment). Nejteh is also multilingual and a proud member of the L. A. Chapter - Maintenance Superintendents Association (MSA) and the north american Power Sweeping association (naPSa).

George Ramirez/Assistant Operations Manager

George Ramirez has been employed with NES since 2007 and his responsibilities include: assisting in the daily operations, organizing daily routes, scheduling, dispatch, field supervision, quality control, GPS monitoring and overseeing and supervising the daily maintenance and cleanliness of all vehicles. George is bilingual (English/Spanish) and has over 15 years experience.



RESUMES

Gary Der Bedrossian/Field Supervisor

Gary Der Bedrossian has been employed with NES since 1985 and his current responsibilities include: field supervision, quality control, monitoring and inspecting field operations, designing new routes and organizing daily service routes and schedules for an effective operation. Gary started employment with NES as a sweeper operator; therefore, Gary is well aware and knowledgeable of the pattern of sweeping, quality, route design and issues relating to sweeping performance and all other aspects of sweeping. Gary is multi-lingual (English, Armenian, Arabic, and Turkish).

Marlene Melchor/Office Manager

Marlene Melchor has been employed with NES since 2000 and her current responsibilities include: office management, accounts payable, accounts receivable, payroll, scheduling, report administration and overseeing customer service department.

CERTIFIED STORMWATER INSPECTOR

NEJTEH DERBEDROSSIAN

HAS BEEN AWARDED THIS CERTIFICATE OF ACHIEVEMENT FOR HAVING SUCCESSFULLY COMPLETED ALL REQUIREMENTS OF THE NATIONAL STORMWATER CENTER TRAINING COURSE

THIS CERTIFICATION IS EFFECTIVE FOR A PERIOD OF FIVE YEARS AND INCLUDES 1.2 CONTINUING EDUCATION UNITS (CEUS)

DISCIPLINES DEVELOPED:
STORMWATER PERMIT COMPLIANCE
AND INSPECTIONS OF INDUSTRIAL
ACTIVITIES, COMMERCIAL FACILITIES,
CONSTRUCTION PROJECTS, AND
MUNICIPAL OPERATIONS



POLLUTION PREVENTION
ILLEGIT DISCHARGE DETECTION AND
ELIMINATION
PUBLIC EDUCATION AND INVOLVEMENT
CONSTRUCTION
POST CONSTRUCTION


MICHELE LOMAX, DIRECTOR OF OPERATIONS

CERTIFICATE NUMBER

6656

DATE

JANUARY 28, 2016

THE NATIONAL STORMWATER CENTER
107F EAST BROADWAY STREET BELAIR, MD 21014
WWW/NIPDES.COM



January 8, 2019

Nejfeh Der Bedrossian
Nationwide Environmental Services
11914 Front Street
Norwalk, CA 90650

To whom it may concern:

This letter is regarding proof of purchase for four TYMCO model 600 compressed natural gas sweepers to be used for the City of South Gate California.

TYMCO 600 CNG Specifications

- Freightliner M2 112 L9 Near Zero emission chassis
- GM 5.7 CNG KEM auxiliary engine
- SQAQMD rule 1186 PM 10 compliant
- SQAQMD rule 1186.1 compliant
- 6 cubic yard TYMCO Regenerative Air Sweeper w/ city sweeping options

Should you have any questions regarding this matter or anything else to do with our sweepers please feel free to contact us.

Sincerely,

Bryan Saunders

Sales Manager

Cellular 909-772-1554

Direct 909-594-9493, ext. 313

Fax 909-594-7436

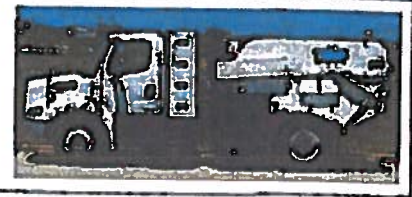
Email bsaunders@marcoequip.com

130 Atlantic Street • Pomona, CA 91768 • (909)594-9493 • FAX (909)594-7436
info@marcoequip.com • www.marcoequip.com



600[®]

GENERAL SPECIFICATIONS



MODEL 600[®] REGENERATIVE AIR SWEEPER[®] CNG AUXILIARY ENGINE/CNG CHASSIS

SWEEPER AUXILIARY ENGINE

Engine KEM/GM Vortec 5700 CNG
Displacement 350 in³ (5.7 L)
Power 124 HP @ 2400 RPM (92 kW)
Net torque 284 lb-ft @ 2100 RPM (385 Nm)
Air cleaner Heavy duty, w/pre-cleaner and scavenge vacuum hose
Oil filter Spin on, full flow
Auxiliary engine fuel rack shared with chassis
CNG fuel rack capacity 60 DGE (227 DLE)
Auxiliary engine shutdown system
Fuel/water separator

BLOWER, RUBBER LINED

Aluminum alloy, high volume, open face turbine
Purpose Creates blast and suction
Bearings (2) sealed lifetime lube, anti-friction
Bolt-on housing Abrasion resistant, replaceable liner
Drive Heavy duty power band

DUST SEPARATOR

Type Cyclonic, multipass, centrifugal separation
Size 20 x 61 in cylindrical area (508 x 1549 mm)
Located adjacent to blower within hopper
Particulate removal achieved through 81 in (1549 mm) skimmer slot into skimmer hood
Hinged inspection door opened from hopper exterior
Abrasion resistant housing w/replaceable wear resistant liner

HOPPER

Capacity (volumetric) 7.3 yd³ (5.6 m³)
Capacity (useable) 6 yd³ (4.6 m³)
Construction Welded steel plate with integral stiffeners
Floor angle 22°
Dump door opening 84 x 44 in (2134 x 1118 mm)
Dumping method Hydraulic with raker bar
Dumping height 36 in (914 mm)

PICK-UP HEAD

Type Dual chamber
Function Delivers air blast and suction
Width (inside dimension) 87 in (2210 mm)
Std. pick-up head area 2610 in² (1.68 m²)
BAH[®] option area 3567 in² (2.3 m²)
Suspension 4 springs, 2 drag links
Skids DUO SKID[®], long-life carbide
Suction hose diameter 14 in (356 mm)
Pressure hose diameter 14 in (356 mm)
Pressure bleeder Integral for leaf/light material pickup
Reverse pick-up head system

GUTTER BROOM, TWIN, Patented

Standard equipment includes floodlights and parabolic mirrors
Drive Constant speed non-reversible hydraulic motor
Adjustment Adjustable for down pressure, pattern and wear
Down pressure Automatically adjusts to requirement
Flexibility All directions integral anti-damage "swing away" relief valve
Broom 43 in dia. (1092 mm) steel wire, vertical digger

HYDRAULIC SYSTEM

Operates gutter broom(s), dump and pick-up head
Drive Belt driven from auxiliary engine
Capacity 8 GPM (30.3 LPM)
Reservoir 25 gal (94.6 L) w/80 mesh suction strainer, sight/temperature gauge, cooler
Filter 3 micron in-line

DUST CONTROL SYSTEM

Water spray nozzles for dust suppression
Pump Electric diaphragm
Reservoirs Polyethylene 220 gal (833 L), total minimum
Filter 60 mesh in-line
Low water shut-off Safety shut-off with low water warning light in cab coupled with liquid level sensor
Spray nozzles:
Around pick-up head 4
Gutter brooms (each) 2
Hopper (inside) 1
Hydrant fill hose w/storage area 20 ft (6 m)

CONTROL SYSTEM

BlueLogic[®] Control System
Multiplexed electrical system includes hardware and TYMCO designed software that integrates the in-cab controls to the auxiliary engine and all sweeper functions; as well as provides intelligent safety features and on-board diagnostics (OBD) for the auxiliary engine and sweeper through the BlueLogic display.
BlueLogic Display
Pedestal mounted touchscreen display provides sweeper and auxiliary engine data to the operator and includes hour meters (trip and total) for the auxiliary engine, gutter brooms, pick-up head, blower, water pump, and BAH broom if applicable; sweeper odometer (records curb miles swept and sweeping hours), service reminders, custom reminders, overspeed warning, low water audible alarm, and OBD.
Interior Components
Leaf pressure bleeder control, BlueLogic display, auxiliary fuse panel, illuminated control switches: pick-up head, gutter

brooms, auxiliary engine RPM, dust control water system nozzles, safety lights.
Exterior Components
Dump switch, BlueLogic multiplex module

SAFETY/WARNING DEVICES

Alternating LED rear flashers (2)
Back-up alarm
SAE Class 1/California Title 13 amber beacon light with limb guard - LED

OPTIONAL EQUIPMENT

AOD water pump w/washdown hose/spray gun
Abrasion protection package
Auto Sweep Interrupt (ASI)
Auxiliary hand hose 8 in dia. (203 mm)
Auxiliary hand hose hydraulic boom assist
Auxiliary hand hose catch basin cleaning package
Auxiliary hydraulic system
Broom Assist Pick-up Head (BAH[®])
Camera/monitor system
COMDEX (extra water and tool box) 330 gal (1249 L) total capacity (171" WB Autocar chassis only)
Gutter broom tilt adjuster(s) (left, right, or twin)
Gutter broom variable speed
Gutter broom drop-down
High output water system
Hopper deluge system
Hopper drain system
Hose reel, 50 ft (15.24 m) retractable
Linear actuator - pressure bleeder w/gauge (Standard on cabover chassis)
Liquid recovery system
Low emissions package (required for South Coast AQMD Rule 1186)
Magnet, light, standard, or heavy duty
Pick-up head curtain lifter
Pick-up head deluge
Spark resistant skids
Stainless steel options:
Hopper:
Hopper weldment
Dump door
Inspection doors
Raker plate
High capacity dust separator
Hopper screen
Blower housing
High capacity dust separator
Hopper drain
Paint color (other than TYMCO standard white)
Special options are available for your individual requirements. Contact your local dealer or TYMCO.

CHASSIS AVAILABLE

Freightliner M2-112
Autocar Xpert
Autocar Xpert - COMDEX

All street sweepers utilized in the City of South Gate will be equipped with a dash cam and a GPS (Teletrac) monitoring system that will enable the City of South Gate to view via computer (internet) where the sweepers are at all times. The system will be capable of the following:

- Capable of gathering and reporting the following real time data: speed, direction, location on a map, address, and distance traveled.
- The sweeper' path of travel superimposed on a map.
- Generating email alerts whenever the sweeper speed exceeds the manufacturer's recommended speed or non-movement for periods in excess of one hour.
- Generating daily reports of sweeper activity including the previously required elements.
- Maintaining the data for a period of six (6) months.



DEPENDABILITY/FINANCIAL CONDITION

NES has been proudly providing sweeping services since 1968 and has never had a contract terminated/cancelled or been disqualified from submitting proposals. NES maintains a positive financial position and has met all its contractual and financial obligations.

NES is known in the industry as the leading provider of street sweeping services and provides high quality sweeping services. Our high level of customer service along with our reputation of providing quality services was acknowledged by WorldSweeper.com who featured NES as the 'Contractor of the Month' in May 2013 & December 2006. NES was selected from over 5,000 U.S. sweeping contractors. In addition, NES was one of the first sweeping companies to attain the status of Certified Sweeping Contractor in the nation (see attachment) through the North American Power Sweeping Association (NAPSA).



Dear Valued Sweeping Customer,

The North American Power Sweeping Association is proud to announce that Nationwide Environmental Services has again been awarded the designation of Certified Sweeping Company. Progressive Sweeping Service was first certified through NAPSA in 2004 and has maintained its certification since then.

To maintain its certification, Nationwide Environmental Services had to undergo an application process that qualified it under strict guidelines including: safety, experience, continuing education, vehicle maintenance, driver training and adherence to NAPSA's Code of Ethics.

Signatories to NAPSA's Code of Ethics are required to pledge to be dedicated to the highest standards of professionalism, integrity and competence while recognizing their responsibility to their customers, employees, and the public.

NAPSA is a non-profit organization committed to distributing pertinent sweeping industry information and valuable resources to our members. We are here to provide the sweeping industry, and its customers, with a resource for mutual education and development.

To learn more about the Certified Sweeping Company designation, you can visit our website at www.powersweeping.org. From here you can download an application to see the requirements are for Certified Sweeping Companies and to view the NAPSA Code of Ethics that Nationwide Environmental Services has pledged to uphold. You may also call our office for assistance and questions regarding certification.

Sincerely,

A handwritten signature in cursive script that reads "Debbie Jacketta".

Debbie Jacketta
CSC Committee Chair

136 South Keowee Street
Dayton, Ohio 45402

(888) 757-0130

www.powersweeping.org
Info@powersweeping.org



METHODOLOGY

Nationwide Environmental Services (NES) general work plan to meet street sweeping requirements for the City of South Gate includes a well-managed administration and operational structure supported by interdepartmental teamwork. NES has reviewed the RFP thoroughly and has completed a physical inspection of all the streets within the City of South Gate.

NES' operations manager will meet with City representatives to examine and evaluate the sweeping schedule according to contract specifications and schedules. During the term of the contract, NES' management team will meet with City staff on a weekly basis to discuss any concerns and review sweeping performance.

NES' street sweeping services will include but not limited to, picking up silt, mud, sand, dirt, paper, leaves, grass, and miscellaneous trash/debris. Employees at NES are experienced, trained and expected to make a "Clean Sweep" (i.e., as many passes required to eliminate debris from all areas) of all streets. Employees fully understand their responsibilities and debris not picked up by the street sweeper will be hand swept or cleaned using a portable blower.

NES employs a staff of over 80 street sweeper operators which are experienced and dedicated in keeping the environment clean and free of debris. Our employees wear company issued uniforms, which we believe is just one step to preventing possible injury due to loose or unacceptable clothing attire. It is our company's policy to provide our employees with proper safety training, therefore, all employees attend regularly scheduled company safety meetings to ensure proper safety standards are being met for a safe work place. To assist NES in employee communication, all employees are equipped with cellular telephones which allows NES the capability of communicating with its employees at any given time, thus, allowing NES to respond promptly to events and possible emergencies.



WORK PLAN

Scope of Service

NES will provide street sweeping services based on the requirements and schedule as stated in the RFP. Sweeping services will be performed in accordance to the highest maintenance standards. NES' "Clean Sweep" policy will be implemented throughout the course of the contract term, which is making as many passes as necessary to maintain streets free of debris.

NES provides consistent and thorough sweeping services, thereby, ensuring not only a cleaner environment in which to reside and work, but additionally, assists communities in diverting debris from storm drain systems. The diversion of debris is an important step in meeting NPDES (National Pollutant Discharge Elimination System) mandates.

Disposal

NES will offload collected debris obtained from city streets and lots into bins located at the Transfer Station, 9599 Salt Lake Ave., South Gate. NES will not be responsible for the cost of disposal. In addition, NES will clean the surrounding area at no additional cost to the City.

Water

NES will make arrangements with the City's Water Division to obtain water meters/permits to pay for water necessary for the sweeping operations. All water costs will be the responsibility of NES.

Contractor's Office

NES' office is located at 11914 Front Street, Norwalk, CA and is open Monday through Friday from 7:00 am to 6:00 pm with a bilingual staff available for communication with the public. NES has a toll free number available as well as a 24/7 dispatch service available to assist the City with any type of request. NES' dispatch department is capable of contacting all management personnel at any given time; thereby, guaranteeing immediate response to service requests. In addition, all employees will be equipped with cellular telephones in order for the City and NES' dispatch department to communicate directly with the sweeper operators.

Complaints

Any complaint brought to NES' attention will be investigated and resolved within 24 hours and a complaint form (see attachment) will be completed by NES. NES will maintain a log of all complaints received and the corrective actions implemented. Upon request, NES will provide the City a report as to the action/procedure taken to resolve each complaint.



WORK PLAN

Emergency Services

NES will provide the City with the names and telephone numbers of at least two (2) management personnel who can be contacted for emergency requests. NES will respond to requests for emergency sweeps 24 hours per day, 7 days per week, and within one hour of notifications by the City.

Parking Restrictions

Upon award, NES will perform an analysis for reducing restrictions from four hours to two hours pursuant to the Scope of Work.

Safety

Safety comes first at NES; therefore, all work performed under this contract will be performed with the maximum safety to the public and where applicable. NES complies with all safety standards required by CAL OSHA and has an excellent safety record. (see attachment). NES will provide all safeguards and protective devices to protect the health and safety of its employees, the safety of the City officials and the public.

Rules & Regulations

NES complies with all federal, state and local rules and regulations, including but not limited to Cal OSHA, CARB, NPDES and SCAQMD Rule 1186 and 1186.1.

Insurance

NES will meet all the insurance requirements of the City of South Gate.

NATIONWIDE ENVIRONMENTAL SERVICES
DIVISION OF JOE'S SWEEPING, INC.
COMPLAINT REPORT

CITY _____

DATE: _____ TIME: _____ A.M. P.M.

NAME OF PERSON CALLING: _____

ADDRESS & STREET: _____

CROSS STREET _____

DAY OF ROUTE _____

NAME OF DRIVER _____

UNIT # _____

COMPLAINT: _____

RETURN TO LOCATION

TIME _____ A.M. P.M.

NAME OF DRIVER CORRECTING COMPLAINT _____

REMARKS: _____



QUALITY CONTROL

The attached Route Inspection Form will be completed regularly. Supervisors as well as the project manager will be available to meet with the City staff to discuss any issues. The supervisor will be responsible for the following:

- Make sure the routes are started and completed on time
- Identify any problem areas
- Correct all deficiencies
- Complete daily inspection reports
- Discuss deficiencies with the employees to prevent recurrence
- Provide employees with feedback
- Constantly remind employees about NES' "Clean Sweep" policy, which is making as many passes as necessary to maintain streets free of debris

NES' management team will make certain all scheduled routes are completed each day in accordance with the street sweeping schedule approved by the City. One of the most important aspects of street sweeping is assuring the residents they will receive high quality services. There are many factors involved in doing so: first, we make certain the same sweeper operator cleans the streets on a regular basis; second, we make certain all drivers are consistent in their sweeping pattern to allow the residents to move their parked cars from the streets in a timely manner; third, employees make as many passes as necessary to ensure clean streets free of debris.

CITY OF SOUTH GATE

Department of Public Works

STREET SWEEPING ROUTE INSPECTION FORM

SUBMITTED BY NATIONWIDE ENVIRONMENTAL SERVICES

Date: _____ Time: _____

Day of Route: Mon. Tue. Wed. Thur. Fri.

Location: _____

Interference to the Sweeper's Right of Way

- | | |
|---|---|
| <input type="checkbox"/> Low Hanging Tree | <input type="checkbox"/> Raised Curbs & Gutters |
| <input type="checkbox"/> Residential Trash Containers | <input type="checkbox"/> High Volume of Parked Vehicles |
| <input type="checkbox"/> Road Construction | <input type="checkbox"/> Abandoned Vehicles |
| <input type="checkbox"/> Pot Holes | <input type="checkbox"/> Illegally Dumped Large Items |
| <input type="checkbox"/> Other _____ | |

Sweeper Operator: _____

Date: _____



Insurance and Risk Management Specialists

April 17, 2018

Nationwide Environmental Services
11914 Front Street
Norwalk, CA 90650

To Whom It May Concern:

Nationwide Environmental Services (NES) remains an outstanding client of Lockton Insurance Brokers. As a client for the past 15 years, we continue to be impressed with their high regard for the safety of their employees and the public. Their multiple safety programs, combined with senior management support and accountability, have created a culture where safety is held in the highest regard and treated as a core value within the organization.

Programs and strategies contributing to their success include: adoption of safety management Best Practices; incentive programs; pre-employment and random drug-screen policy; toolbox safety meetings; new hire orientation; job safety analysis; supervisor training, and fleet safety program controls.

We very much enjoy working with, and supporting NES in their efforts to maintain a safe work environment. They clearly understand the value and business impact of an effective safety management process.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brian Kenner'.

Brian Kenner

Assistant Vice President - Senior Loss Control Consultant
bkenners@lockton.com

cc: Ani Samuelian, Nationwide Environmental Services
Susan Clayton, Lockton Insurance Brokers

LOCKTON INSURANCE BROKERS, INC.
License#0714705

725 S. Figueroa St., 35th Fl / Los Angeles, CA 90017 / (213) 689-4065 / FAX: (213) 689-0550



Insurance and Risk Management Specialists

January 3, 2019

Re: Nationwide Environmental Services

To Whom It May Concern:

Please be advised that the historical California Workers' Compensation Experience Modification Rating for Nationwide Environmental Services is as follows:

- 2013: 148%
- 2014: 154%
- 2015: 95%
- 2016: 129%
- 2017: 125%
- 2018: 98%

Please note that the Experience Modification Factors for all years indicated above were inflated due to losses caused by at-fault third parties, not Nationwide Environmental Services. Nationwide Environmental Services is committed to providing a safe work environment for its employees and has established strict safety guidelines, leading to an excellent overall safety record.

Sincerely,

LOCKTON INSURANCE BROKERS, LLC

Commercial Insurance Division

cc: Ani Samuelian, Nationwide Environmental Services

LOCKTON INSURANCE BROKERS, INC.
License#0714705

725 S. Figueroa St., 35th Fl / Los Angeles, CA 90017 / (213) 689-0065 / FAX: (213) 689-0550



EXCEPTIONS

Agreement to Street Sweeping Services, Section 16, Termination for Convenience
NES requests the City modify this section to allow for a two year written notice of termination for convenience due to the significant capital investment NES will make for this contract.



City of South Gate

8650 CALIFORNIA AVENUE • SOUTH GATE, CA 90280-3075 • (323) 357-8857
WWW.CITYOFSOUTHGATE.ORG FAX (323) 563-8872

ARTURO CERVANTES, P.E.
ASSISTANT CITY MANAGER
DIRECTOR OF PUBLIC WORKS

DATE: November 26, 2018
TO: All Prospective Proposers
FROM: Arturo Cervantes, Assistant City Manager/Director of Public Works
SUBJECT: **ADDENDUM NO. 1 – Request for Proposals - Citywide Annual Street Sweeping Services Contract**

The following amendment is hereby made a part of the Contract Documents for the subject services, as fully and completely as if the same were set forth therein. This Addendum No. 1 consists of pages AD1-1 through AD-2.

CONTRACT DOCUMENTS

Agreement:

The following clarification, additions & deletions are made to the above referenced Agreement:

1. The prevailing wage requirement under labor Code Section 1771 for the proposed Street Sweeping Services is deemed not applicable and has been removed from the contract agreement.

Replace Appendix No. A – Agreement of the Request for Proposal in its entirety with the Attachment No. 1 enclosed.

If you have any questions, please call Mr. Dave Torres at (323) 563-5773.

Addendum No. 1

AD1-1

ADDENDUM ACKNOWLEDGEMENT

Consultant acknowledges the receipt of this Addendum Number 1 which shall be attached to the Proposal.



Vice President

1/21/19

Signature and Title

Date

Attachment 1: Revised Appendix No. A – Agreement, Dated 11-26-2018



City of South Gate

8650 CALIFORNIA AVENUE • SOUTH GATE, CA 90280 • TEL: (323) 357-9557
FAX: (323) 563-0572

DATE: December 17, 2018

TO: Prospective Contractors

FROM: Arturo Cervantes, Assistant City Manager/ Director of Public Works *AC*

SUBJECT: ADDENDUM NO. 2—REQUEST FOR PROPOSAL (RFP) FOR CITYWIDE ANNUAL STREET SWEEPING SERVICES CONTRACT

This addendum with attachments consists of three (3) sheets.

In reference to the subject Request for Proposal, the following clarification, additions and deletions to the RFP have been made:

Increases in Prices:

1. PR -15, third paragraph shall be amended to read:

Submission of Cost Proposal and signature of representative of Contractor below shall serve as the basis for Contractor to perform stated services at the Unit Prices specified for the first three years of the Agreement. In subsequent years, Unit Prices shall be modified according to changes in the Los Angeles, Long Beach, Anaheim Consumer Price Index for all Urban Consumers for the previous 12 months.

Location of Equipment

2. Exhibit A - Part 2, page 14 Equipment Location and Repair shall remain as previously written:

1. The City requires that all equipment (both primary and backup sweepers) to be used for performing services under this agreement be kept within 30 miles of the City limits. The City may allow the Contractor to store its vehicles overnight at its Salt Lake Transfer Station as long as the Contractor is prepared to assume liability for its equipment.

Installation of Signage

3. The RFP requires the Contractor to install new signage at its own expense with changes to residential parking restrictions. The costs associated with installing/modifying parking signs are requested on PR-14, Task D, Item 3. This requirement is being eliminated.

However, the successful Contractor will be required to perform an analysis for reducing parking restrictions from four hours to two hours pursuant to the Scope of Work.

Frequency of Alley and Street Median Sweeping

4. Exhibit A - Part 1, page 2 Existing Operation – the fourth and fifth sentences in the third paragraph are amended to read:

Commercial, industrial streets, school areas and street medians are swept at night once per week. Alleys are swept two times a week at night.

5. Exhibit A – Part 2, Required Sweeping Schedule, page 6 is amended to read:
- Medians – 2:30 a.m. – 6:00 a.m. – Once per week (Monday – Friday)

Streets Adjacent to Schools

6. Exhibit A – Part 2, Required Sweeping Schedule on page 6 is amended to read:

- Streets Adjacent to Schools – 3:00 a.m. to 6 a.m. – Monday, once per week

3 High schools
2 Middle schools
13 Elementary schools
2 Charter schools

The school parking lots are not included in the scope of work.

Insurance

7. Page ii, the fourth paragraph shall be amended to read:

Before a Contract is entered into with the successful Contractor, the Contractor shall present evidence in writing to the City Clerk, City of South Gate, that the Contractor has the insurance required under the Agreement for Street Sweeping Services.

Financial resources and capabilities

8. The City will require a financial statement from the Contractor being recommended for the contract and the Contractor must successfully demonstrate it has sufficient financial resources to provide the required services and equipment to the City. This requirement will be eliminated from the Proposal Evaluation Criteria listed on page 4 of the General Requirements in that only the recommended Company will be required to provide this information.

Reference Checks

9. The City plans to check references only for those Companies that are shortlisted. Thus, satisfactory reference checks will be eliminated from the Proposal Evaluation Criteria listed on page 4 of the General Requirements in that the City will likely not check references for all proposing Companies.

Emergency Sweeping

10. PR -14, Task C: As-Needed Services is hereby amended to read:

Emergency Sweeping. Any costs associated with mandatory emergency work requested by

the City within these hours shall be included as part of Task A and Task B above with no additional cost to the City, provided that additional dedicated labor, equipment and work hours are not required.

11. Exhibit A – Part 2, page 2, 3a. is here by amended to read:

- a. Any work associated with emergency sweeping requested by the City within the hours of 8 a.m. and 5 p.m., Monday through Friday. Note: any costs associated with work done within this time interval shall be included as part of Task A and Task B with no additional payment made to the Contractor, provided that additional dedicated labor, equipment and work hours are not required.

City Contact

12. Dave Torres, Field Operations Manager, is not expected to be available for most of this RFP process. Please direct all questions regarding this RFP by email to his assistant at gledezma@sogate.org.


Electronic Copy of Contractor's Proposal

13. Contractors are requested to provide an electronic copy (on a thumb drive) of their proposal, in addition to the hard copies provided.

Added Questions from Proposers

14. Any added questions from proposers are needed by 4 pm on Thursday, December 20th, 2018. Responses will be sent to all proposers by email no later than January 9, 2019.

**END OF ADDENDUM NO.2
ADDENDUM ACKNOWLEDGEMENT**

Bidder acknowledges the receipt of this Addendum No.2 which shall be attached to the Bid.	
 Signature and Title	<u>1/21/19</u> Date



City of South Gate

8660 CALIFORNIA AVENUE • SOUTH GATE, CA 90280 • TEL: (323) 357-8687
FAX: (323) 603-8572

DATE: January 8, 2019
TO: Prospective Contractors
FROM: Arturo Cervantes, P.E., Assistant City Manager/ Director of Public Works *AK*

SUBJECT: ADDENDUM NO. 3—REQUEST FOR PROPOSAL (RFP) FOR CITYWIDE ANNUAL STREET SWEEPING SERVICES CONTRACT

This addendum with attachments consists of five (5) sheets.

In reference to the subject Request for Proposal, the following clarification, additions and deletions to the RFP have been made:

Registration and Qualifications to Perform Public Works

1. Page ii, third paragraph is deleted.

This paragraph requires the contractor to be registered and qualified to perform public works pursuant to Section 1725.5 of the Public Labor Code. This requirement is deemed not applicable and is not a requirement for submission of proposals.

Revised Forms

2. Forms PR-14 and P-15 have been revised pursuant to addendum 2. Please use the attached revised forms.

Questions Received

1. Are sweeping and trash services currently provided on the same day? Will sweepers be sweeping on the same day as trash collection or a day or two after collection?

Answer: Yes, sweeping and trash collection services are currently provided on the same day. Trash and recycling carts are placed on the parkway and do not interfere with street sweeping activities.

2. On Page ii of the RFP it talks about registering to perform public work pursuant to Section 1725.5. Can we get a copy of this article? Is this a city code? We are not familiar with it.

Answer: Pursuant to Addendum 3, this requirement is not applicable to this type of work

and is eliminated.

3. Page 3 of the Required Proposal Format #8) talks about the EMR. Is this for street sweeping only or for our entire company?? We provide a number of different services, street sweeping is just one of them.

Answer: Please provide ratings only for the street sweeping operation of your organization.

4. Is the RFP response mainly made up of pages PR-1 through PR-15 only? Or are you looking for additional information on top of these forms?

Answer: Pages PR-1 through PR-15 are required. A description of the contractor's business, qualifications and expertise in providing street sweeping services, quality control plan and supporting documents are encouraged.

5. When you state that the use of a smaller sweeper may be required are you referring to a Tymco 200 size of sweeper?? Or a parking lot sweeper?

Answer: The City is not recommending any type or manufacturer of sweepers. The City is merely stating that a smaller unit (smaller than the standard size sweeper) may be required to sweep the parking lots. Note, some parking lots and alleyways are narrow, and may require smaller sweeping units. It is the responsibility of the contractor to survey the city streets, alleyways and parking lots to determine the equipment that is necessary to successfully perform the sweeping services.

6. What are your expectations with regards to a "parking analysis"?

Answer: Within six months of the starting date of service, the City expects the Contractor to identify changes that would be required to reduce no parking restrictions in residential neighborhoods from the current four hours to two hours. This may include new routing, the identification of streets with their proposed sweeping times, changes required to existing signage, proposed notification to residents, an implementation plan, schedule, and any additional data/activities needed to successfully implement the reduced parking restrictions.

7. Are you asking for the school parking lots to be swept (at the top of Exhibit A – Part 2).

Answer: No, school parking lots are not a part of the proposed sweeping services contract. The City does not sweep school parking lots. Only the streets bordering the schools (on all four sides) are swept by the City.

8. Can we use sweepers with new chassis (2018 or 2019) with re-manufactured bodies? All sweepers would be to factory specs.

Answer: Within six months of the contract start date, sweepers must be new, 2019 CNG

vehicles that meet all regulatory agency requirements. Vehicles with re-manufactured bodies are not considered new sweepers.


9. How many days per week is the City currently sweeping?

Answer: The City currently sweeps five days per week (Monday through Friday) including holidays. Each street is serviced once per week.

10. Is the City requesting that sweeping be done on all Holidays? Including Christmas Day, Thanksgiving Day, 4th of July, Memorial Day, Labor Day and New Year's Day as well?

Answer: Yes, the City is requesting sweeping services on all holidays if the holiday falls on a week day.

**END OF ADDENDUM NO.3
ADDENDUM ACKNOWLEDGEMENT**

Bidder acknowledges the receipt of this Addendum No.3 which shall be attached to the Bid.	
 _____ Signature and Title	Vice President _____ Date



City of South Gate

8630 CALIFORNIA AVENUE • SOUTH GATE, CA 90280 • TEL: (323) 367-0667
FAX: (323) 363-9372

DATE: January 15, 2019

TO: Prospective Contractors

FROM: Arturo Cervantes, P.E., Assistant City Manager/ Director of Public Works *act*

SUBJECT: ADDENDUM NO. 4—REQUEST FOR PROPOSAL (RFP) FOR CITYWIDE ANNUAL STREET SWEEPING SERVICES CONTRACT


This addendum with attachments consists of one (1) sheet.

In reference to the subject Request for Proposal, the following modifications to the RFP have been made:

1. SUBMISSION DEADLINE

- a. The proposal submittal deadline has changed as noted herein, and modifies the deadline stated in the RFP. The new Proposal submittal deadline is no later than **January 28, 2019, 11:00 a.m.**

**END OF ADDENDUM NO.4
ADDENDUM ACKNOWLEDGEMENT**

Bidder acknowledges the receipt of this Addendum No.4 which shall be attached to the Bid.	
	
Signature and Title	Vice President
	1/21/2019
	Date



City of South Gate

8660 CALIFORNIA AVENUE • SOUTH GATE, CA 90280 • TEL: (323) 357-0657
FAX: (323) 563-8572

DATE: January 22, 2019
TO: All Prospective Proposers
FROM: Arturo Cervantes, Assistant City Manager/Director of Public Works *AK*
SUBJECT: ADDENDUM NO. 5—REQUEST FOR PROPOSAL (RFP) FOR CITYWIDE ANNUAL STREET SWEEPING SERVICES CONTRACT

This addendum with attachments consists of seven (7) sheets.

In reference to the subject Request for Proposal, the following clarifications and revisions to the RFP have been made:

Experience Modification Rating (EMR)

1. The following has been added to item number 8 in Section 4, Required Proposal Format, on Page 3 of the RFP:

- a. "If the EMR rating includes multiple disciplines of your organization in addition to street sweeping that may have an impact on your overall rating, describe that on Page PR-8 in the Additional Information/And or Comments Section of the RFP."

Revised Forms

1. Pages PR-10 through PR-15 have been revised. Please use and complete the attached revised forms.

END OF ADDENDUM NO.5 ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges the receipt of this Addendum No.5 which shall be attached to the Bid.

Arturo Cervantes

Signature and Title

1/22/19

Date



City of South Gate

8650 CALIFORNIA AVENUE • SOUTH GATE, CA 90280 • TEL: (323) 557-9657
FAX: (323) 563-9672

DATE: January 24, 2019

TO: All Prospective Proposers

FROM: Arturo Cervantes, Assistant City Manager/Director of Public Works *AC*

SUBJECT: ADDENDUM NO. 6—REQUEST FOR PROPOSAL (RFP) FOR CITYWIDE ANNUAL STREET SWEEPING SERVICES CONTRACT


This addendum with attachments consists of two (2) sheets.

In reference to the subject Request for Proposal, the following revisions to the RFP have been made:

Revised Form

1. Page PR-12-REV as issued as part of Addendum No. 5, has been replaced with the following attached page PR-12-REV1.

**END OF ADDENDUM NO. 6
ADDENDUM ACKNOWLEDGEMENT**

Bidder acknowledges the receipt of this Addendum No. 6 which shall be attached to the Bid.	
	
Signature and Title	Vice President
	1/24/19
	Date

ORIGINAL

CITY OF SOUTH GATE

COST PROPOSAL

DUE DATE: JANUARY 28, 2019 AT 11:00 AM

SUBMITTED BY:



11914 FRONT STREET, NORWALK, CA 90650
PH. (562) 860-0604 • FAX (562) 868-5726
www.nes-sweeping.com

COST PROPOSAL

For all services described within the RFP, unless excluded by the City in description of services below, the City shall consider Unit Prices in the cost proposal to include, but not be limited to, all labor, equipment, fees of any kind, overhead, profit, markup, traffic control, fuel, materials, consumables, surcharges, ~~disposal fees~~, and any other cost associated with and necessary for the Contractor to perform all services requested in this RFP. No qualifications, exemptions, or alterations of services described herein will be allowed. All requirements for which there is not a specific task item, such as insurance, bonds, and invoicing for example shall be distributed amongst the various unit prices being provided.

The "Annual Totals" shall be calculated by each contractor and tallied for each Service. The Annual Totals are intended to show a potential contract amount for that requested service and are being used for the sole purpose of evaluating unit service costs to determine the most qualified Contractor. Nothing in this RFP or in the Annual Totals is a guarantee to the selected Contractor(s) that the City will enter into a contract in the stated amount, under any future agreement. Actual compensation to the Contractor shall be based upon the amounts specified for the work performed in an Agreement executed by the selected Contractor(s) and the City.

CITYWIDE ANNUAL STREET SWEEPING SERVICES CONTRACT

COST PROPOSAL

Name of Contractor: Nationwide Environmental Services a division of Joe' Sweeping, Inc.

In accordance with the Request for Proposal (RFP) for the Citywide Annual Street Sweeping Contract, the undersigned declares that he/she has carefully examined and read the RFP requirements and is familiar with the requirements therein contained, and proposes to furnish all labor, material, and supplies necessary to accomplish the terms of the maintenance contract at the following prices:

TASK A: ANNUAL STREET SWEEPING SERVICES (Routine Sweeping – Once Per Week)

Item	Description	Unit	Annual Qty.	Unit Price	Annual Total
1	Citywide streets, alleys, medians	Months	12	\$60,400.00	\$724,800.00
2	Parking lots/Facilities	Months	12	\$4,100.00	\$49,200.00
3	Special Events (6 Total)	Each	6	N/C	N/C
SUBTOTAL (ITEMS 1 THR. 3)					\$774,000.00

TASK B (TASK A ALTERNATE): ANNUAL STREET SWEEPING SERVICES (Routine Sweeping – Twice Per Week for Streets)

Item	Description	Unit	Annual Qty.	Unit Price	Annual Total
1	Citywide streets, alleys, and medians	Months	12	\$116,500.00	\$1,398,000.00
2	Parking lots/Facilities	Months	12	\$4,100.00	\$49,200.00
3	Special Events (6 Total)	Each	6	N/C	N/C
SUBTOTAL (ITEMS 1 THR. 3)					\$1,447,200.00

Note: See also, Exhibit A, Part 2, Table 4, Street Sweeping Schedule, for twice a week sweeping included in Task B. Scope and costs for Task B shall include all other work described in Task A. For both Task A and Task B, alleys in Item(s) No. 1 above are swept twice a week.

TASK C: AS-NEEDED SERVICES

Item	Description	Unit	Annual Qty.	Unit Price	Annual Total
1	Emergency Sweeping (8:00 a.m. – 5:00 p.m., (M-F))	Any costs associated with mandatory emergency work requested by the City within these hours shall be included as part of Task A and Task B above with no additional cost to the City, provided that additional dedicated labor, equipment and work hours are not required.			
2	Emergency Sweeping (work hours outside Item 1)	Hours	200	\$125.00	\$25,000.00
3	Non-Emergency Work (work hours outside Item 1)	Hours	200	\$95.00	\$19,000.00
SUBTOTAL (ITEMS 2 THR. 3)					\$44,000.00

TASK D (OPTIONAL): ADDITIONAL COST TO PERFORM STREET SWEEPING SERVICES FOR REDUCED PARKING RESTRICTIONS, FROM FOUR (4) TO TWO (2) HOURS,

Item	Description	Annual Amount
1	Additional Cost for OPTION A (Routine Sweeping -- Once Per Week)	No Bid
2	Additional Cost for OPTION B (Routine Sweeping -- Twice Per Week)	No Bid

TASK E (OPTIONAL): REDUCTION TO THE TOTAL ANNUAL COST IF A BACKUP STREET SWEEPER IS USED

Item	Description	Annual Amount
1	Annual Cost Reduction applied to Tasks A, B, or D	N/A

Note: The City is considering the feasibility of the Contractor procuring a used sweeper that is freshly painted, in good condition and less than 3 years old for the backup sweeper. If the option is approved by the City, the proposed amount in Task E will be deducted from the total annual cost of the contract shown in Tasks A, B, or D.

[1] Unit Prices shall include all costs to deliver services in the RFP including, but not limited to, mark-ups, travel time, overhead, and profit and no additional payments will be made thereof.

[2] Payments will be made based on time and material, if applicable for Task C, As Needed Services.

[3] City reserves the rights to select any of the Alternates, and include or exclude any or all Optional Items in the contract or reject all proposals.

ATTACH A LABOR AND EQUIPMENT RATE SCHEDULE

The rates shown on the firm's standard rate schedule shall include mark-ups, overhead, and profit. If in case the standard rate schedule does not include mark-ups, overhead, and profit, append an attachment showing the necessary allowances for mark-ups, overhead, and profit.

The City will utilize the unit costs and tallied costs to confirm the accuracy of the costs submitted. If the City finds a mathematical error in a submittal within the tabulation of Annual Totals, the City shall revise that amount to reflect the corrected sum. The City reserves the right to waive any irregularities in the cost proposal.

Submission of Cost Proposal and signature of representative of Contractor below shall serve as the basis for Contractor to perform stated services at the Unit Prices specified for duration of the three-year term of the Agreement.

The undersigned represents that he/she is authorized to submit the Proposal on behalf of the Contractor. Contractor acknowledges that said Proposal shall remain valid for a period of 120 days and may not be withdrawn during such period.

CONTRACTOR



Signature Date 1/22/19

Ani Samuelian Vice President
Print Name Title

95-4251996
Social Security or Taxpayer ID Number

1000033765
DIR Registration Number

Exhibit D

ORIGINAL

CITY OF SOUTH GATE

**REVISED FEE PROPOSAL FOR
STREET SWEEPING SERVICES**

DUE DATE: JUNE 13, 2019 BY 2:00 PM

SUBMITTED BY:



11914 FRONT STREET, NORWALK, CA 90650
PH. (562) 860-0604 • FAX (562) 868-5726
www.nes-sweeping.com

City of South Gate

**REQUEST FOR REVISED FEE PROPOSALS FOR
CITYWIDE ANNUAL STREET SWEEPING SERVICES**

June 3, 2019

Name of Contractor: Nationwide Environmental Services div. of Joe's Sweeping, Inc.

The revised fee proposals shall be in accordance with the all requirements of the Request for Proposal (RFP) for the Citywide Annual Street Sweeping Services dated November 2018, and its addenda, however, with the revisions provided herein. The undersigned declares that he/she has carefully examined and read the RFP requirements and is familiar with the requirements therein contained, and proposes to furnish all labor, material, and supplies necessary to accomplish the terms of the contract at the following prices. All proposers shall provide fees for both Option 1 and Option 2.

OPTION 1- NEW 2019 STREET SWEEPING VEHICLES

TASK A

ANNUAL STREET SWEEPING SERVICES

Revision No. 1: This option includes the costs associated with providing a minimum of three new 2019 sweepers with less than 100 odometer miles and have never been used in providing street sweeping services. Equipment must meet all other requirements of the RFP for Citywide Street Sweeping Services with the exceptions allowed herein. All vehicles listed herein shall have under 100 odometer miles, otherwise they fall under Option 2. Proposer agrees that City is authorized to verify mileage. All sweeping equipment provided and utilized pursuant to this option will be subject to these criteria.

Revisions No. 2: ALLEY SWEEPING SHALL BE ONCE PER WEEK

Revision No. 3: NO HOLIDAY SWEEPING:

- New Year's Day**
- Martin Luther King's Birthday**
- President's Day**
- Cesar Chavez Day**
- Memorial Day**
- Independence Day**
- Labor Day**
- Thanksgiving Day**
- Christmas Eve**
- Christmas Day**

Item	Description	Unit	Annual Qty.	Unit Price	Annual Total
1	Citywide streets, alleys, medians	Months	12	\$52,480.00	\$629,760.00
2	Parking lots/Facilities	Months	12	\$4,100.00	\$49,200.00
3	Special Events (6 Total)	Each	6	Free of Charge	Free of Charge
SUBTOTAL (ITEMS 1 THR. 3)					\$678,960.00

Note: See attached revised Street Sweeping Schedule

IDENTIFY VEHICLES TO BE USED

	Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4	Vehicle 5
Unit Number or Identifier	268	269	270	271	106
Type of Vehicle	Freightliner TYMCO 600	Freightliner TYMCO 600	Freightliner TYMCO 600	Freightliner TYMCO 600	Custom Built Parking Lot Sweeper
Model Year	2019	2019	2019	2019	2019
Odometer as of 6/7/2019 (must be less than 100 miles)	204.9 MILES	204.9 MILES	204.9 MILES	204.9 MILES	439.0 MILES
Other See Attachment					

TASK B

AS-NEEDED SERVICES

Item	Description	Unit	Annual Qty.	Unit Price	Annual Total
1	Emergency Sweeping (8:00 a.m. – 5:00 p.m., (M-F))	Any costs associated with mandatory emergency work requested by the City within these hours shall be included as part of Task A and Task B above with no additional cost to the City, provided that additional dedicated labor, equipment and work hours are not required.			
2	Emergency Sweeping (work hours outside Item 1)	Hours	50	Free of Charge	Free of Charge
3	Non-Emergency Work (work hours outside Item 1)	Hours	50	Free of Charge	Free of Charge
SUBTOTAL (ITEMS 2 THR. 3)					Free of Charge

TASK C

ADDITIONAL COST TO PERFORM STREET SWEEPING SERVICES FOR REDUCED PARKING RESTRICTIONS, FROM FOUR (4) TO TWO (2) HOURS

Item	Description	Annual Amount
1	Additional Cost for Routine Residential Sweeping – Once Per Week)	No Bid*

* Upon award and after six months of providing street sweeping services, NES will provide the City with an analysis for reducing parking restrictions from four hours to two hours.

TASK D (ALTERNATIVE TO C)

IF A PROPOSER IS NOT INTERESTED IN PROVIDING A PROPOSAL FOR TASK C, PROPOSER SHALL PROVIDE A PROPOSAL HEREIN. PROPOSER SHALL PROVIDE A REDUCED PARKING RESTRICTION FROM FOUR (4) HOURS TO THE NUMBER OF HOURS LISTED BELOW (please specify reduced hours):

Item	Description	Annual Amount
1	Additional Cost for Routine Residential Sweeping based on reduced parking restriction proposed – (Once Per Week)	No Bid*

* Upon award and after six months of providing street sweeping services, NES will provide the City with a reduced parking restriction analysis based on our 50+ years of experience.

OPTION 2- NEARLY NEW OR USED VEHICLES

TASK A

ANNUAL STREET SWEEPING SERVICES

Revision No. 1: This option includes the costs associated with providing a minimum of three nearly new or used street sweepers, or any combination thereof, at the discretion of the proposer. Equipment must meet all other requirements of the RFP for Citywide Street Sweeping Services with the exceptions allowed herein. Proposers are encouraged to identify sweepers to be utilized that will provide for the most cost-effective proposal to the City without sacrificing service quality. Proposer may utilize used 2019 vehicles or older at the discretion of the proposer. All vehicles shall be listed herein. Proposer agrees that City is authorized to verify mileage and approve all sweeping equipment provided and utilized pursuant to this option.

Revision No. 2: ALLEY SWEEPING ONCE PER WEEK

Revision No. 3: NO HOLIDAY SWEEPING:

- New Year's Day**
- Martin Luther King's Birthday**
- President's Day**
- Cesar Chavez Day**
- Memorial Day**
- Independence Day**
- Labor Day**
- Thanksgiving Day**
- Christmas Eve**
- Christmas Day**

Item	Description	Unit	Annual Qty.	Unit Price	Annual Total
1	Citywide streets, alleys, and medians	Months	12	No Bid	No Bid
2	Parking lots/Facilities	Months	12	No Bid	No Bid
3	Special Events (6 Total)	Each	6	No Bid	No Bid
SUBTOTAL (ITEMS 1 THR. 3)					No Bid

Note: See attached revised Street Sweeping Schedule

IDENTIFY VEHICLES TO BE USED

	Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4	Vehicle 5
Unit Number or Identifier	N/A				
Type of Vehicle					
Model Year					
Odometer as of 6/7/2019					
Rebuilt or Refurbished					
Other (specify)					

TASK B

AS-NEEDED SERVICES

Item	Description	Unit	Annual Qty.	Unit Price	Annual Total
1	Emergency Sweeping (8:00 a.m. – 5:00 p.m., (M-F))	Any costs associated with mandatory emergency work requested by the City within these hours shall be included as part of Task A and Task B above with no additional cost to the City, provided that additional dedicated labor, equipment and work hours are not required.			
2	Emergency Sweeping (work hours outside Item 1)	Hours	50	No Bid	No Bid
3	Non-Emergency Work (work hours outside Item 1)	Hours	50	No Bid	No Bid
SUBTOTAL (ITEMS 2 THR. 3)					No Bid

TASK C

ADDITIONAL COST TO PERFORM STREET SWEEPING SERVICES FOR REDUCED PARKING RESTRICTIONS, FROM FOUR (4) TO TWO (2) HOURS

Item	Description	Annual Amount
1	Additional Cost for Routine Residential Sweeping – Once Per Week)	No Bid

TASK D (ALTERNATIVE TO C)

IF A PROPOSER IS NOT INTERESTED IN PROVIDING A PROPOSAL FOR TASK C, PROPOSER SHALL PROVIDE A PROPOSAL HEREIN. PROPOSER SHALL PROVIDE A REDUCED PARKING RESTRICTION FROM FOUR (4) HOURS TO THE NUMBER OF HOURS LISTED BELOW (please specify reduced hours):

Item	Description	Annual Amount
1	Additional Cost for Routine Residential Sweeping – Once Per Week)	No Bid

REQUIRED SWEEPING SCHEDULE – REVISED

Street Sweeping Schedule

Areas	Times	Frequency
Residential streets	7:30 a.m. to 11:30 a.m. 10:00 a.m. to 2:00 p.m. 12:00 p.m. to 4:00 p.m. <i>Parking restrictions may be reduced to 2 hours.</i>	Once per week (Monday – Friday)
Commercial, industrial, and arterial streets	3:00 a.m. to 6:00 a.m.	Once per week (Monday – Friday)
Alleys	3:00 a.m. to 10:00 a.m.	Once per week (Monday – Friday)
Tweedy Blvd Business District	3:00 a.m. to 8:00 a.m.	Once per week (Monday- Friday)
Hollydale Business District (Garfield and Paramount)	3:00 a.m. to 8:00 a.m.	Once per week (Monday- Friday)
Public Works Corporate Yard	7:00 a.m. to 4:00 p.m.	Once a week, Friday
City Parking lots	3:00 a.m. to 6:00 a.m.	Once per week (Monday- Friday)
Schools – 3 High schools 2 Middle schools 13 Elementary schools 2 Charter schools	3:00 am. to 6:00 a.m.	Monday, once per week

Areas	Times	Frequency
Medians	2:30 a.m. to 6:00 a.m.	Once per week (Monday-Friday)
South Gate Park and Hollydale Park	10:00 p.m. to 6:00 a.m.	Once per week (Monday)
State Street Park and Caesar Chavez Park	10:00 p.m. to 6:00 a.m.	Once per week (Monday-Friday)
Special events: <ul style="list-style-type: none"> <li data-bbox="282 722 602 785">• Tweedy Miles Posada Festival <li data-bbox="282 913 651 945">• Tweedy Miles Street Fair <li data-bbox="282 1108 646 1171">• Tweedy Miles Christmas Parade <li data-bbox="282 1262 683 1325">• 3 additional locations (to be determined) 	<p data-bbox="699 716 997 884">Cleaning before event (4 pm to 5 p.m.) and after the event on the same day (after 11 p.m.). One-day event.</p> <p data-bbox="699 932 992 1058">Cleaning starts Thursday 4 a.m. and Monday 5 a.m. after the event). 3-day event.</p> <p data-bbox="699 1108 987 1241">Cleaning before (8 a.m. and after the event on the same day (after 5 p.m.).</p> <p data-bbox="699 1289 964 1352">Between 4 a.m. and 6 a.m.</p>	<p data-bbox="1024 716 1247 747">One event per year</p> <p data-bbox="1024 947 1252 978">One event per year</p> <p data-bbox="1024 1104 1252 1136">One event per year</p> <p data-bbox="1024 1293 1143 1325">Per event</p>



June 7, 2019

Nejteh Der Bedrossian
 Nationwide Environmental Services
 11914 Front Street
 Norwalk, CA 90650

Dear Nejteh:

This letter is regarding the Four Sweepers currently on order and the estimated delivery dates. One of the sweepers is currently in CA ready for delivery and the other three will be in route shortly. The fourth sweeper has not arrived in Waco, TX as of 6/07/2019 but is due shortly in order to meet the projected delivery dates stated below.

Following are the sweepers currently on order:

TYMCO Model # and Production Order Number	Sweeper VIN	Approximate Odometer Reading	Engine Model	Approximate Delivery Date	Nationwide Unit Numbers
600 CNG #21283	1FVAC4FT1LHKM5680	204.9 MILES	CUMMINS L9 NEAR ZERO	6/30/2019	268
600 CNG #21284	1FVAC4FT0LHKM5685	204.9 MILES	CUMMINS L9 NEAR ZERO	6/30/2019	269
600 CNG #21285	1FVAC4FT2LHKM5686	204.9 MILES	CUMMINS L9 NEAR ZERO	6/30/2019	270
600 CNG #21286	1FVAC4FT9LHLV3500	204.9 MILES	CUMMINS L9 NEAR ZERO	6/30/2019	271

Should you need any additional information or have any questions please feel free to contact me.

We appreciate your business!

Sincerely,

Bryan Saunders

Bryan Saunders
 Territory Manager
 Cellular 909-772-1554
 Direct 909-594-9493, ext. 313
 Fax 909-594-7436
 Email bsaunders@marcoequip.com

130 Atlantic Street • Pomona, CA 91768 • (909)594-9493 • FAX (909)594-7436
 info@marcoequip.com • www.marcoequip.com



June 7, 2019

To Whom It May Concern:

Nationwide Environmental Services (NES) has been providing high quality street sweeping services, bus stop maintenance, and catch basin services to the City of Huntington Park since 2014.

NES has proven to be the leading street sweeping contractor due to their experience, dedication to customer service, reliability, safety and professionalism. NES has done an exceptional job utilizing the latest model street sweepers and consistently upgrading their equipment to ensure that their services remain exemplary. All employees are trained, experienced, and respond to service requests in a timely manner. The City of Huntington Park also appreciates NES' support of community events and involvement with organizations throughout the City.

As City Manager, I am highly impressed by the services NES has provided and would recommend their services to any municipality. If you would like any additional information regarding NES, please feel free to contact me.

Sincerely,

CITY OF HUNTINGTON PARK

A handwritten signature in black ink, appearing to read "Ricardo Reyes", is written over the printed name.

Ricardo Reyes
City Manager



**OFFICE OF THE
CITY MANAGER
JOSE E. OMETEOTL**

City of
LYNWOOD

Incorporated 1921

11330 Bullis Road, Lynwood, CA 90262
(310) 603-0220 x 200



June 11, 2019

To Whom It May Concern:

It is with great pleasure that I take this opportunity to provide a recommendation for Nationwide Environmental Services.

Nationwide Environmental Services (NES) has provided street sweeping services to the City of Lynwood for over 30 years. NES also recognizes the importance of having clean storm drains so, along with street sweeping, they provide catch basin cleaning services to clear out the residues and debris in storm drains to prevent the transport of sediments and pollutants to receiving water bodies.

I have observed NES's delivery of service to the community and can assure you their service is professional and efficient. NES has done an exceptional job with enhancing the appearance of our streets and with keeping an open line of communication with customers and City officials.

The City of Lynwood and many organizations within the City are grateful to NES for always supporting community programs. I truly believe that NES provides valuable service to the City of Lynwood.

With the abovementioned, I would highly recommend Nationwide Environmental Services as a provider for your municipality's needs.

Sincerely,

**Jose E. Ometeotl
City Manager**



City of Downey

June 10, 2019

Ms. Ani Samuelian
Vice President
Nationwide Environmental Services
11914 Front Street
Norwalk, CA 90650

Dear Ms. Samuelian:

On behalf of the City of Downey, I would like to express our sincere gratitude for the excellent street sweeping and catch basin cleaning services that your company has provided over the past several years to the residents and businesses of our City. We are very pleased with your responsiveness and consistent level of service that exceeds our expectations.

The professionalism and efforts that your company and staff provide are exceptional. I have worked, first hand, with managers from your company and am impressed with their efforts to ensure delivery of quality customer service. I would like to especially commend your operations manager, Nejteh Der Bedrossian, for his professionalism in overseeing the street sweeping activities in the City of Downey.

Sincerely,

CITY OF DOWNEY

John Oskoui, P.E.
Assistant City Manager

Future Unlimited

CIVIC CENTER
11111 BROOKSHIRE AVE.
PO BOX 7016
DOWNEY, CALIFORNIA
90241-7016
562-869-7331
www.downeyca.org

LIBRARY
11121 BROOKSHIRE AVE.
DOWNEY, CALIFORNIA
90241-7016
562-904-7360
www.downeylibrary.org

POLICE DEPARTMENT
10911 BROOKSHIRE AVE.
PO BOX 7016
DOWNEY, CALIFORNIA
90241-7016
562-861-0771

PARKS & RECREATION
7850 QUILL DR.
DOWNEY, CALIFORNIA
90242
562-904-7238

UTILITIES DIVISION
9252 STEWART & GRAY RD.
DOWNEY, CALIFORNIA
90241-7016
562-904-7202

MAINTENANCE SERVICES
12324 BELLFLOWER BLVD
DOWNEY, CALIFORNIA
90242
562-904-7194



City of South Gate

8650 CALIFORNIA AVENUE • SOUTH GATE, CA 90280 • TEL: (323) 557-9657
FAX: (323) 568-9572

DATE: June 6, 2019

TO: Prospective Bidders

FROM: Arturo Cervantes, P.E., Assistant City Manager/ Director of Public Works *AC*

SUBJECT: ADDENDUM NO. 1- REQUEST FOR REVISED FEE PROPOSALS FOR CITY OF SOUTH GATE CITYWIDE ANNUAL STREET SWEEPING SERVICES CONTRACT

This addendum consists of two (2) sheets.

In reference to the subject request, the following questions were received on Tuesday, June 4, 2019, and shall be acknowledged by interested bidders in their revised bids:

1. Why is the City asking for two options when during the City Council meeting on May 28, 2019, the Council gave direction to go back to all three bidders and request a best and final bid based on 2019 street sweepers?
 - a. City staff made the decision to request two options to provide the City Council information for budgetary reasons.
2. Page 2, Task A mentions that the new 2019 sweepers should have less than 100 odometer miles and never been used in providing street sweeping services. However, any brand new street sweeper purchased directly from the dealer will have more than 100 odometer miles (possibly 250 miles or so) due to the fact that the units are first purchased from Freightliner and then transported to TYMCO, the allotment of less than 100 miles is not feasible as both manufactures move the vehicles around for testing and transportation. The units are still brand new and never used to provide street sweeping services.
 - a. Option 1, as described in the "Request For Revised Fee Proposals For City of South Gate Citywide Annual Street Sweeping Services Contract, " email transmittal dated June 3, 2019, is here by amended to read:
 - i. Option 1 includes the costs associated with providing a minimum of three new 2019 sweepers with less than 500 odometer miles and have never been used in providing street sweeping services. Equipment must meet all other requirements of the RFP. All

vehicles that do not meet these criterion shall not be included in Option 1, and shall fall under Option 2. Contractor agrees that the City shall be authorized to verify mileage for any equipment to be provided.

b. Option 1, Task A, Page 2, Revision No.1 is here by amended to read:

i. "This option includes the costs associated with providing a minimum of three new 2019 sweepers with less than 500 odometer miles and have never been used in providing street sweeping services. Equipment must meet all other requirements of the RFP for Citywide Street Sweeping Services with the exceptions allowed herein. All vehicles listed herein shall have under 500 odometer miles, otherwise they fall under Option 2. Proposer agrees that City is authorized to verify mileage. All sweeping equipment provided and utilized pursuant to this option will be subject to these criteria.

c. Option 1, Task A, Page 3, Identify Vehicles to be Used, row 4 is here by amended to read:

i. "Odometer as of 6/7/2019 (must be less than 500 miles)

**END OF ADDENDUM NO.1
ADDENDUM ACKNOWLEDGEMENT**

Bidder acknowledges the receipt of this Addendum No.1 which shall be attached to the Bid.



Signature and Title

President

June 12, 2019

Date

SEP 02 2020

10:55 A.M.

City of South Gate

CITY COUNCIL

Item No. 11

AGENDA BILL

For the Regular Meeting of: September 8, 2020

Originating Department: **Administration**

Management Analyst:


Mayra R. Urias

City Manager:


Michael Flad

SUBJECT: PROCLAMATION DECLARING SEPTEMBER 2020 AS NATIONAL SUICIDE PREVENTION AWARENESS MONTH

PURPOSE: Council Member Maria del Pilar Avalos added this item to the Agenda to declare September 2020 as National Suicide Prevention Awareness Month.

RECOMMENDED ACTION: Mayor Maria Davila will issue a Proclamation declaring September 2020 as National Suicide Prevention Awareness Month to raise awareness about mental health and improve access to mental health treatment and services.

FISCAL IMPACT: None.

ANALYSIS: None.

BACKGROUND: September is National Suicide Prevention Awareness Month—a time to share resources and stories in an effort to shed light on this highly taboo and stigmatized topic. We use this month to reach out to those affected by suicide, raise awareness and connect individuals with suicidal ideation to treatment services. It is also important to ensure that individuals, friends and families have access to the resources they need to discuss suicide prevention.

While suicide prevention is important to address year-round, Suicide Prevention Awareness Month provides a dedicated time to come together with collective passion and strength around a difficult topic.

ATTACHMENT: Proclamation.

City of South Gate



From the Honorable
Mayor

PROCLAMATION

Declaring September 2020 as National Suicide Prevention Awareness Month

WHEREAS, September is National Suicide Prevention Awareness Month—a time to share resources and stories in an effort to shed light on this highly taboo and stigmatized topic; and

WHEREAS, During this month we reach out to those affected by suicide, raise awareness and connect individuals with suicidal thoughts to treatment services; and

WHEREAS, It is also important to ensure that individuals, friends and families have access to the resources they need to discuss suicide prevention; and

WHEREAS, While suicide prevention is important to address year-round, Suicide Prevention Awareness Month provides a dedicated time to come together with collective passion and strength around a difficult topic.

NOW THEREFORE, be it proclaimed on this 8th day of September 2020 that I, **Maria Davila, Mayor of the City of South Gate**, do hereby proclaim the Month of September 2020 as National Suicide Prevention Awareness Month to raise awareness about mental health and improve access to mental health treatment and services.

151

Mayor Maria Davila

SEP 02 2020
11:55 A.M.

Item No. 12a
Page: 1

apChkLst
09/01/2020 1:12:24PM

Final Check List
CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89826	8/25/2020	00001414	OFFICE DEPOT		CREDIT	-10.83	
	Voucher:				CREDIT	-23.15	
			104689663001	7/14/2020	OFFICE SUPPLIES	60.34	
			104787462001	7/14/2020	OFFICE SUPPLIES	19.67	
			106114934001	7/14/2020	OFFICE SUPPLIES	173.89	
			106116457001	7/14/2020	OFFICE SUPPLIES	84.33	
			106872666001	7/14/2020	OFFICE SUPPLIES	276.41	
			107576139001	7/16/2020	OFFICE SUPPLIES	58.08	
			107543919001	7/19/2020	OFFICE SUPPLIES	412.16	
			103662443001	7/2/2020	OFFICE SUPPLIES	14.05	
			103683501001	7/2/2020	OFFICE SUPPLIES	56.22	
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			106829362001	7/20/2020	OFFICE SUPPLIES	231.53	
			108691988001	7/20/2020	OFFICE SUPPLIES	69.88	
			108724273001	7/20/2020	OFFICE SUPPLIES	382.30	
			108913413001	7/20/2020	OFFICE SUPPLIES	311.43	
			108995715001	7/21/2020	OFFICE SUPPLIES	65.04	
			108801901001	7/22/2020	OFFICE SUPPLIES	117.22	
			109239861001	7/22/2020	OFFICE SUPPLIES	70.76	
			109240875001	7/22/2020	OFFICE SUPPLIES	16.39	
			109250880001	7/22/2020	OFFICE SUPPLIES	13.22	
			109444266001	7/22/2020	OFFICE SUPPLIES	84.55	
			109445805001	7/22/2020	OFFICE SUPPLIES	46.27	
			110732034001	7/27/2020	OFFICE SUPPLIES	72.67	
			110991110001	7/27/2020	OFFICE SUPPLIES	565.19	
			110993549001	7/27/2020	OFFICE SUPPLIES	96.96	
			111793530001	7/28/2020	OFFICE SUPPLIES	107.57	
			102577189001	7/29/2020	OFFICE SUPPLIES	37.47	
			110370399001	7/29/2020	OFFICE SUPPLIES	288.48	
			110370399002	7/29/2020	OFFICE SUPPLIES	101.42	
			110447326001	7/29/2020	OFFICE SUPPLIES	78.16	
			104186047001	7/3/2020	OFFICE SUPPLIES	4.83	
			104666568001	7/6/2020	OFFICE SUPPLIES	51.37	
			103754018001	7/8/2020	OFFICE SUPPLIES	114.33	
			104797608001	7/8/2020	OFFICE SUPPLIES	330.74	

Bank : botw BANK OF THE WEST

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			104797609001	7/8/2020	OFFICE SUPPLIES	63.92	
			104966211001	7/8/2020	OFFICE SUPPLIES	201.11	
			105574233001	7/8/2020	OFFICE SUPPLIES	1,401.20	
			104637753001	7/9/2020	OFFICE SUPPLIES	1,075.07	
			104638961001	7/9/2020	OFFICE SUPPLIES	295.90	
			104872477001	7/9/2020	OFFICE SUPPLIES	374.84	
			105279363001	7/9/2020	OFFICE SUPPLIES	55.63	
			105279363002	7/9/2020	OFFICE SUPPLIES	14.42	
			105283886001	7/9/2020	OFFICE SUPPLIES	288.84	
			105283893001	7/9/2020	OFFICE SUPPLIES	84.33	
			105912885001	7/9/2020	PRINTING OVERTIME SLIPS	242.00	
			105932212001	7/9/2020	OFFICE SUPPLIES	425.04	
			102395680001	6/28/2020	OFFICE SUPPLIES	97.12	
			102472918001	6/29/2020	OFFICE SUPPLIES	60.26	
			102520191001	6/29/2020	OFFICE SUPPLIES	119.38	
			102576547001	6/29/2020	OFFICE SUPPLIES	400.59	
			102577183001	6/29/2020	OFFICE SUPPLIES	94.33	
			104664991001	6/29/2020	OFFICE SUPPLIES	72.75	
			102468799001	6/30/2020	OFFICE SUPPLIES	667.06	
			102473688001	6/30/2020	OFFICE SUPPLIES	44.06	
			102523026001	7/1/2020	OFFICE SUPPLIES	981.71	
			102914844001	7/1/2020	OFFICE SUPPLIES, COVID-19	115.16	
			105686431001	7/13/2020	OFFICE SUPPLIES	112.64	
			105689179001	7/13/2020	OFFICE SUPPLIES	11.22	

Sub total for BANK OF THE WEST: 12,567.99

1 check in this report.

Grand Total All Checks: 12,567.99

PARTIAL WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING 9/8/2020
(CHECK NOT APPROVED ON 8/25/2020)

TOTAL PART I - ACCOUNTS PAYABLE CHECK

12,567.99

GRAND TOTAL

12,567.99

CITY MANAGER'S OFFICE

WARRANT REGISTER FOR COUNCIL MEETING 9/8/2020

PART I

Item No. 12b

apChkLst **SEP 02 2020**
 08/19/2020 5:19:23PM 11:55A.M.

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
89897	8/20/2020	0012107	CALIFORNIA STATE DISBURSEMfBen275118	8/20/2020	CA STATE DISB. UNIT: PAYMENT	578.76	578.76
		Voucher:					
89898	8/20/2020	0009920	OCSE CLEARINGHOUSE SDU Ben275120	8/20/2020	GARNISHMENT - AR CHILD SUPP	324.00	324.00
		Voucher:					
Sub total for BANK OF THE WEST:							902.76

2 checks in this report.

Grand Total All Checks: 902.76

WARRANT REGISTER FOR COUNCIL MEETING 9/8/2020

PART II

apChkLst
08/24/2020 4:52:33PM

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
89899	8/24/2020	0012686	ADRIANA INCOME TAX SERVIC	ADRIANA INCOM	8/17/2020	SMALL BUSINESS JOB RETENTI	10,000.00
							10,000.00
Voucher:							
89900	8/24/2020	0012749	BEAU CHEVEUX SALON	BEAU CHEVEUX	8/17/2020	SMALL BUSINESS JOB RETENTI	10,000.00
							10,000.00
Voucher:							
89901	8/24/2020	0012746	CLAUDIA'S INSURANCE	CLAUDIA'S INSU	8/17/2020	SMALL BUSINESS JOB RETENTI	10,000.00
							10,000.00
Voucher:							
89902	8/24/2020	0012687	EL RANCHERO MEXICAN FOOD	EL RANCHERO	8/17/2020	SMALL BUSINESS JOB RETENTI	10,000.00
							10,000.00
Voucher:							
89903	8/24/2020	0012688	GRIFFITH INSURANCE & FI	GRIFFITH INSUR	8/17/2020	SMALL BUSINESS JOB RETENTI	10,000.00
							10,000.00
Voucher:							
89904	8/24/2020	0012738	MI MASCOTA PET SHOP & GR	MI MASCOTA	8/17/2020	SMALL BUSINESS JOB RETENTI	10,000.00
							10,000.00
Voucher:							
89905	8/24/2020	0012748	ODMR INC.	SOUTH GATE	8/17/2020	SMALL BUSINESS JOB RETENTI	10,000.00
							10,000.00
Voucher:							
89906	8/24/2020	0012747	SOUTHGATE DOG AND CAT	SG DOG & CAT	8/17/2020	SMALL BUSINESS JOB RETENTI	10,000.00
							10,000.00
Voucher:							
89907	8/24/2020	0007629	U NEED NAILS	U NEED NAILS	8/17/2020	SMALL BUSINESS JOB RETENTI	10,000.00
							10,000.00
Voucher:							
89908	8/24/2020	0012685	VELMAS CAFE	VELMAS CAFE	8/17/2020	SMALL BUSINESS JOB RETENTI	10,000.00
							10,000.00
Voucher:							

Sub total for BANK OF THE WEST: 100,000.00

10 checks in this report.

Grand Total All Checks: 100,000.00

WARRANT REGISTER FOR COUNCIL MEETING 9/8/2020

apChkLst
09/01/2020 1:12:50PM

Final Check List
CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89909	8/26/2020	00004865	SO CALIF EDISON	8/17/2020	8/17/2020 BILLING PRD -JULY-AUG 2020 &	138,715.28	138,715.28
		Voucher:					
89910	9/8/2020	00003502	ABC BATTERY INC.	103381	8/5/2020 GROUNDS MAINT. SUPPLIES	132.30	
		Voucher:		103069	7/10/2020 BATTERIES FOR UNIT 114, 189, 3	798.66	930.96
89911	9/8/2020	00003766	ABEL GLASS & SCREEN	31426	7/23/2020 COVID-19 SAFETY GUARDS SPC	595.35	
		Voucher:		31428	7/24/2020 COVID-SAFETY SHIELDS GIRLS	33.07	
				31412	7/21/2020 CITY WIDE MATERIALS TINT.	810.34	
				31411	7/21/2020 CITY WIDE MATERIALS GRAFFIT	876.49	2,315.25
89912	9/8/2020	0012681	ACCELERATED APPRAISALS	9312sanl	8/10/2020 APPRAISALS FOR AFTER HOME.	550.00	550.00
		Voucher:					
89913	9/8/2020	00004372	AIRGAS USA, LLC	9103168684	8/15/2020 POOL CHEMICALS CO2	90.39	90.39
		Voucher:					
89914	9/8/2020	0011325	ALAN'S LAWN & GARDEN CENTE	959087	7/7/2020 GROUNDS MAINT. PURCHASE O	261.63	261.63
		Voucher:					
89915	9/8/2020	0011577	ALL PHASE ELECTRIC SUPPLY C	0946-488212	7/27/2020 AUDITORIUM- WATER HEATER F	102.53	
		Voucher:		0946-488453	7/27/2020 WIRE FOR TRAFFIC SIGNAL REF	771.75	
				0946-487342	7/13/2020 SUPPLIES FOR ELECTRICAL DIV	268.79	
				0946-487344	7/8/2020 SUPPLIES FOR ELECTRICAL DIV	91.94	
				0946-487569	7/10/2020 SUPPLIES FOR ELECTRICAL DIV	61.74	1,296.75
89916	9/8/2020	00003399	ALVARADOSMITH	346876-RI	6/30/2020 RI CK#89352: THRU 06/30/20 - AT	3,712.50	
		Voucher:		346850-RI	6/30/2020 RE-CK#89352: THRU 06/30/20 - G	3,162.50	6,875.00
89917	9/8/2020	00001727	AMERICAN RED CROSS	22286442	7/29/2020 TRANING SERVICES	874.00	874.00
		Voucher:					
89918	9/8/2020	00000018	AMERICAN RENTAL INC.	460748	6/29/2020 EQUIP FOR FIRESTONE BLVD RI	1,016.88	
		Voucher:		461250	7/8/2020 EQUIPMENT FOR FIRESTONE BI	701.91	1,718.79
89919	9/8/2020	00004309	AMERIFLEX	INV349779	8/4/2020 AUG 2020: FSA ADMIN FEE FOR	189.00	189.00
		Voucher:					
89920	9/8/2020	0006249	AOKI LAWN MOWER SHOP, INC	7/13/2020	7/13/2020 SUPP AND SERVICE FOR ST DIV	389.93	389.93
		Voucher:					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89921	9/8/2020	0007290 APW KNOX-SEEMAN	762069		CREDIT FOR RETURNED PART, I	-354.94	
	Voucher:		15571547	8/8/2020	OIL AND FUEL FILTERS	48.82	
			15567827	8/7/2020	ANTIFREEZE FOR UNIT 611	110.91	
			15564099	8/6/2020	TRANS. FLUID FOR UNIT 611	85.67	
			15469538	7/10/2020	TOGGLE SWITCH FOR UNIT 357	10.64	
			15491988	7/16/2020	BRAKE MASTER CYL. FOR UNIT	69.73	
			15496271	7/27/2020	OIL FILTER	31.16	
			15474239	7/11/2020	8- OIL FILTERS	27.02	
			15484916	7/14/2020	12- OIL FILTERS	49.14	
			15484952	7/14/2020	12- BRAKE CLEANERS	36.00	
			15473142	7/11/2020	SAFETY STRIPE	46.00	
			15492788	7/17/2020	2- CATALYTIC CONV. FOR UNIT 6	958.87	
			15519937	7/24/2020	HEATER CORE, COOLANT AND A	159.18	
			15493132	7/16/2020	CATALYTIC CONVERTER FOR UP	479.43	1,757.63
89922	9/8/2020	00003529 AT&T	960-449-6558-8/20	8/1/2020	BILLING PRD- 08/01/20 - 08/31/20	234.20	
	Voucher:		248-134-3274-08/20	8/1/2020	BILLING PRD- 08/01/20 - 08/31/20	9.28	243.48
89923	9/8/2020	00004313 AT&T	7007916503	8/5/2020	BILLING PRD 07/05/20-08/04/20 IP	3,758.62	3,758.62
	Voucher:						
89924	9/8/2020	00005075 AT&T	15180824	8/13/2020	BP-07/13/20-08/12/20-BAN: 93910	3,125.63	
	Voucher:		15180826	8/13/2020	BP-07/13/20-08/12/20-BAN: 93910	109.91	
			15043892	8/13/2020	BAN: 9391034765 - BP - 07/13/20-	1,746.91	
			15180825	8/31/2020	BP- 07/13/20-08/12/2020-BAN: 93910	23.27	
			15180821	8/13/2020	BP-07/13/20-08/12/20BAN: 93910	2,057.05	
			15043894	7/13/2020	BAN: 9391034760- BP- 06/13/20-0	36.23	
			15043897	7/13/2020	BAN: 9391034761- BP-06/13/20-0	70.72	
			15043891	7/13/2020	BAN: 9391034763- BP-06/13/20-0	2,270.63	
			15043895	7/13/2020	BAN: 9391034766- BP-06/13/20-0	106.34	
			15043890	7/13/2020	BAN: 9391034764- BP-06/13/20-0	1,816.04	
			14974874	7/1/2020	BAN: 9391034759- BP- 06/01/20-0	40.12	
			15113912	8/1/2020	BP- 07/01/20-07/31/2020-BAN: 93910	40.12	
			15043893	7/13/2020	BP- 06/13/20-07/12/20 BAN: 93910	3,146.44	
			15180822	8/13/2020	BAN: 9391034763- BP-07/13/20-0	1,525.93	
			15043892-19	7/13/2020	BP- 06/13/20-07/12/20 BAN: 93910	1,795.24	17,910.58
89925	9/8/2020	00003692 AT&T MOBILITY	28728833386X081	8/2/2020	BILLING PRD- 07/3/20-08/2/20 (P	1,588.56	
	Voucher:		875963643X0816	8/9/2020	BILLING PRD- 07/9/20-08/8/20 (P	483.97	2,072.53

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89926	9/8/2020	00004126	A-THRONE CO INC.	0000649078	8/7/2020	PORT RESTROOM FOR CORP Y/	380.74
		Voucher:		0000646048	7/18/2020	PORT RESTROOM RENT @ SALT	190.37
89927	9/8/2020	00000201	ATLANTIC LOCK & KEY	00010	7/8/2020	REKEY STOLEN VEHICLE #479	180.00
		Voucher:		00018	7/9/2020	CITY HALL- ADMINISTRATION, C	410.37
89928	9/8/2020	0009040	ATLAS BACKFLOW	25080	8/5/2020	BACKFLOW REPAIR	221.28
		Voucher:		24615	7/3/2020	BACKFLOW REPAIR	349.84
89929	9/8/2020	0012347	ATLAS SAFETY SOLUTIONS	INV-VOL0003865	7/23/2020	HARD HATS ELECTRICAL DIV.	578.81
		Voucher:					578.81
89930	9/8/2020	0010585	AUTOZONE STORES, INC.	5488097706	8/4/2020	DOOR HINGE PIN KIT FOR UNIT	13.54
		Voucher:		5488094886	8/1/2020	BLEND DOOR ACTUATOR FOR U	34.74
				5488093639	7/31/2020	AC COMPRESSOR KIT FOR UNIT	375.94
				5488101519	8/8/2020	POLISH COMPOUNDS	31.75
				5488092011	7/30/2020	PULLEY FOR UNIT 121	49.94
				5488099445	8/6/2020	DOOR HANDLES FOR UNIT 638	61.24
				5488092966	7/31/2020	CONTROL KNOB FOR UNIT 725	9.01
				5488069066	7/8/2020	VOLTAGE REG. PIG TAIL FOR UN	12.89
				5488092014	7/30/2020	SERPENTINE BELT FOR UNIT 20	42.32
				5488086029	7/24/2020	ALTERNATOR FOR UNIT 448	146.84
				5488063825	7/3/2020	BATTERIES	242.87
				5488067040	7/6/2020	BATTERY FOR UNIT 156	121.44
				5488085124	7/23/2020	TRAILER STAND FOR UNIT S200	52.63
				5488085893	7/24/2020	WHEEL NUTS FOR MESSAGE BC	32.58
				5488069848	7/9/2020	4- CIRCUIT BREAKERS	355.53
				5488085657	7/24/2020	BOLT/STUD FOR UNIT 647	7.87
89931	9/8/2020	0011336	AVANT-GARDE INC.	6060	4/1/2020	2ND YEAR OF CONTRACT - CDB	16,346.25
		Voucher:					16,346.25
89932	9/8/2020	0011929	BENNETT-BOWEN & LIGHTHOUS	3007028	7/8/2020	INVENTORY PO/ NITRILE GLOVE	1,304.81
		Voucher:					1,304.81
89933	9/8/2020	0009918	BISMARK AUTOMATIC	18632	7/24/2020	TRANS. SEAL AND FILTER FOR L	50.37
		Voucher:					50.37
89934	9/8/2020	00000604	CAL PARTITIONS INC	40357	6/30/2020	SUPPLY AND INSTALL ALUMA-W/	6,058.24
		Voucher:		40343	6/10/2020	SUPPLY AND INSTALL ALUMA-W/	3,797.01
89935	9/8/2020	0005554	CALIFORNIA BLDNG STANDARDS	APR-JUN 2020	7/31/2020	APR-JUN 2020: BLDG STANDAR	633.10
		Voucher:					633.10

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
89936	9/8/2020	00000759	CALIFORNIA FRAME & AXLE	60064	7/29/2020	DIFFERENTIAL GEAR KIT FOR U	921.91	921.91
		Voucher:						
89937	9/8/2020	00000862	CA-NV SECTION AWWA	4189	8/11/2020	REGISTRATION ONLINE WORKS	150.00	150.00
		Voucher:						
89938	9/8/2020	0011153	CANYON TIRE SALES, INC.	50006411	8/10/2020	REPAIR TIRE ON UNIT 288	385.82	
		Voucher:		500006373	7/8/2020	REPAIR TWO TIRES- UNIT 288	621.12	1,006.94
89939	9/8/2020	0006239	CENTRAL FORD	357421	7/16/2020	WIRE PIG TAIL FOR UNIT 148	39.09	
		Voucher:		357627	7/20/2020	ACTUATOR MOTOR FOR UNIT 11	29.61	
				356991	7/9/2020	SHIFT INDICATOR FOR UNIT 294	33.65	
				357483	7/16/2020	BATTERY BOLTS FOR UNIT 178	38.80	
				357680	7/21/2020	LOUVER/VENT FOR UNIT 367	77.06	
				356758	7/3/2020	HORN FOR UNIT 726	44.78	
				356726	7/2/2020	SPACER FOR UNIT 417	11.18	
				357204	7/13/2020	BATTERY CABLE ASSEMBLY FO	340.92	
				357502	7/17/2020	BLOWER CONTROL & WIRE FO	145.06	
				358262	7/30/2020	CAMSHAFT FOR UNIT 197	143.96	
				358035	7/27/2020	PISTION RING KIT FOR UNIT 197	22.03	926.14
89940	9/8/2020	0012767	CHAIDEZ, NOEMI	Ref000275543	8/12/2020	UB REFUND CST #00062830 274:	115.83	115.83
		Voucher:						
89941	9/8/2020	0005839	CHAMPION CHRYSLER JEEP DOI	605745	7/29/2020	ARMREST FOR UNIT 172	61.25	
		Voucher:		606147	7/25/2020	VARIABLE SOLENOID FOR UNIT	75.90	137.15
89942	9/8/2020	00004083	CJ CONCRETE CONSTRUCTION	5441	6/19/2020	RELEASE OF RETENTION, PRJ 5	21,353.56	21,353.56
		Voucher:						
89943	9/8/2020	0011708	CLIENTFIRST TECHNOLOGY	11644	7/31/2020	IT PROJECT MANAGEMENT	16,585.00	16,585.00
		Voucher:						
89944	9/8/2020	0012713	CMR: DE LA PAZ, JOSE	JUL 23 & AUG 4 2	8/11/2020	JUL 23 & AUG 4 2020: PLANNING	250.00	250.00
		Voucher:						
89945	9/8/2020	0008971	CMR: DELGADO, JOSE G.	JUL 23 & AUG 4 2	8/11/2020	JUL 23 & AUG 4 2020: PLANNING	250.00	250.00
		Voucher:						
89946	9/8/2020	0010997	CMR: INZUNZA, FABIOLA	JUL 23 & AUG 4 2	8/11/2020	JUL 23 & AUG 4 2020: PLANNING	250.00	250.00
		Voucher:						
89947	9/8/2020	0010131	CMR: PEREZ, JENNY	JUL 23 & AUG 4 2	8/11/2020	JUL 23 & AUG 4 2020: PLANNING	250.00	250.00
		Voucher:						
89948	9/8/2020	0012710	CMR:SEPULVEDA SOTO, DIEGO	JUL 23 & AUG 4 2	8/11/2020	JUL 23 & AUG 4 2020: PLANNING	250.00	250.00
		Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
89949	9/8/2020	00000311	COASTLINE EQUIPMENT	711130	7/16/2020	WINDSHIELD FOR UNIT 288	454.67	454.67
		Voucher:						
89950	9/8/2020	0011922	CONCENTRA MEDICAL CENTERS	68578912	7/29/2020	7/24/20: HEP B AND PHYSICAL	444.00	
		Voucher:		68510710	7/22/2020	7/17/20-7/21/20: FULL TIME EXAM	445.50	889.50
89951	9/8/2020	00003702	D & M TIRES & MUFFLERS	3654	7/16/2020	INSTALL NEW CAT. CONVERTER	125.00	
		Voucher:		3655	7/16/2020	INSTALL NEW CAT. CONVERTER	125.00	250.00
89952	9/8/2020	0006259	DESIGN WEST ENGINEERING	17748	3/23/2020	SG PARK LIGHTING IMPROVEME	4,350.00	4,350.00
		Voucher:						
89953	9/8/2020	00001782	EBERHARD EQUIPMENT	88581	8/6/2020	GROUNDS MAINT. EQUIPMENT F	980.14	980.14
		Voucher:						
89954	9/8/2020	00004746	ELECSYS CORPORATION	SIP-E120172	7/28/2020	JUL 2020: UMS SOFTWARE SUPP	350.00	350.00
		Voucher:						
89955	9/8/2020	0005555	ELITE EQUIPMENT INC	40228	7/27/2020	HONDA GENERATOR - PARTS, L	238.23	238.23
		Voucher:						
89956	9/8/2020	00003807	EMP: ARTEAGA, ERICK	8/10/20 LODGING	8/10/2020	REIMB: LODGING - POSSIBLE CC	434.28	434.28
		Voucher:						
89957	9/8/2020	0012234	EMP: GARCIA, ALEJANDRO	A7421395-RI	7/13/2019	RI CK #86788: REIMBURSEMENT	78.00	78.00
		Voucher:						
89958	9/8/2020	0011837	EMP: RODRIGUEZ-CRUM, EDDIE	IMSA JAN 27-30, 2	7/29/2020	REIMB: TRAVEL & HOTEL - IMSA	295.74	295.74
		Voucher:						
89959	9/8/2020	0010625	FLEETCREW	41373	7/29/2020	OPACITY/SMOKE TEST- UNIT 28	75.00	
		Voucher:		41377	7/29/2020	OPACITY/SMOKE TEST- UNIT 32	75.00	
				41375	7/27/2020	ANNUAL DIESEL PARTICULATE F	534.95	
				41376	7/29/2020	OPACITY/SMOKE TEST- UNIT 32	75.00	
				41372	7/27/2020	ANNUAL DIESEL PARTICULATE F	534.95	1,294.90
89960	9/8/2020	00003770	FLEMING ENVIRONMENTAL INC.	16366	7/6/2020	DESIG OPER INSPECT-ALL FACII	552.54	552.54
		Voucher:						
89961	9/8/2020	0012766	FLORES, BENJAMIN	Ref000275542	8/12/2020	UB REFUND CST #00056235 258	103.10	103.10
		Voucher:						
89962	9/8/2020	00003955	GALLS/QUARTERMASTER	BC1163181	7/31/2020	DOUBLE CUFFS 10 PACK (20)	664.89	664.89
		Voucher:						
89963	9/8/2020	0008691	GATEWAY WATER MANAGEMENT	2021-25	7/21/2020	FY20/21: GWMA ANNUAL MEMBE	15,000.00	
		Voucher:		HTU-20-55	7/24/2020	FY 20/21: ADMIN & COST SHARIN	774.98	15,774.98
89964	9/8/2020	0010016	GLOBAL PARATRANSIT INC.	112021-01	8/10/2020	JULY 2020-FIXED ROUTE (GATE)	41,513.38	41,513.38
		Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
89965	9/8/2020	0008109	GOODIE'S UNIFORM	2020-28806	7/27/2020	UNIFORM AND ACCESSORIES F	978.22	
	Voucher:		2020-28837	7/28/2020	UNIFORM AND ACCESSORIES F	1,017.09	1,995.31	
89966	9/8/2020	00002890	GRAINGER	9598243187	7/22/2020	TRAFFIC SIGNAL CABINET ATLA	135.21	
	Voucher:		9597617621	7/22/2020	TRAFFIC SIGNAL CABINET AT AT	309.75		
			9596689159	7/21/2020	AUDITORIUM- WATER HEATER F	22.12		
			9597617639	7/22/2020	SHOP SUPPLIES FOR PW YARD	172.38		
			10332	8/15/2020	FLAMMABLE SAFETY CABINET F	1,118.07	1,757.53	
89967	9/8/2020	00000534	GRANDE VISTA STEEL	165557	7/22/2020	MATERIAL FOR UNIT #638 CRAD	309.80	309.80
	Voucher:							
89968	9/8/2020	00002524	GREEN'S CLEANERS	531427	7/31/2020	JULY 2020 JAIL CLEANING OF BL	572.70	572.70
	Voucher:							
89969	9/8/2020	0009528	GRIFFITH COMPANY	023	8/10/2020	MAY 2020: PROFESSIONAL SVC	215,467.52	215,467.52
	Voucher:							
89970	9/8/2020	0011526	HASA, INC.	695173	7/2/2020	MULTI CHLOR	566.96	
	Voucher:		695172	7/2/2020	MULTI CHLOR	716.35		
			701961	8/4/2020	MULTI-CHLOR	394.87		
			701959	8/4/2020	MULTI-CHLOR	243.00		
			701960	8/4/2020	MULTI-CHLOR	303.75		
			695494	7/2/2020	MULTI CHLOR	517.02		
			698302	7/16/2020	MULTI-CHLOR	249.17		
			698300	7/16/2020	MULTI-CHLOR	548.16		
			698303	7/16/2020	MULTI-CHLOR	453.57		
			698301	7/16/2020	MULTI-CHLOR	635.37	4,628.22	
89971	9/8/2020	00001522	HD SUPPLY WHITE CAP	50013446538	7/10/2020	REBAR FOR ST DIV	183.37	183.37
	Voucher:							

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89973	9/8/2020	00000268	HOME DEPOT CREDIT SERVICES6372238	7/30/2020	GROUNDS MAINT. SUPPLIES	70.33	
	Voucher:		1340579	7/15/2020	ELECTRICAL ITEMS FOR LIGHT I	157.30	
			0361062	7/16/2020	MATERIALS FOR CITY HALL GRC	35.55	
			0372102	7/6/2020	BOLTS & ANCHORS FOR FIREST	277.00	
			0340652	8/5/2020	FACILITY MAINT. SUPPLIES	117.39	
			9400	7/31/2020	GROUNDS MAINT. SUPPLIES	188.60	
			3372177	7/23/2020	PURCHASE FOR POOL/FOUNTAI	127.39	
			1372198	7/25/2020	PAINT AT POOL (SPLASH WALL)	158.26	
			8340615	7/28/2020	STREET LIGHT CIRCUIT #27 OUT	25.27	
			3372175	7/23/2020	FOR MOLD AND REPAIR TILE IN	40.36	
			9043026	7/27/2020	INSECTICIDE FOR ST DIV	8.22	
			9340557	7/7/2020	GROUNDS MAINT. SUPPLIES	328.90	
			7372228	7/29/2020	GROUNDS MAINT. SUPPLIES	168.97	
			0361061	7/16/2020	BATTERY & WALL ANCOR TO INS	229.70	
			4351041	7/22/2020	ELECTRICAL TRAFFIC CABINET	154.53	
			8351056	7/28/2020	GROUNDS MAINT. SUPPLIES	295.90	
			9351086	8/6/2020	MULTI CHLOR	294.80	
			H6627-193822	8/11/2020	GROUNDS MAINT. SUPPLIES	185.90	
			9351002	7/7/2020	GROUNDS MAINT. SUPPLIES	394.90	
			2361058	7/14/2020	COVID-19 EQUIPMENT FOR FAC	59.04	
			5361083	7/21/2020	GROUNDS MAINT. SUPPLIES	322.30	
			0340554	7/6/2020	GROUNDS MAINT. EQUIPMENT F	459.80	
			3351029	7/13/2020	SUPPLIES FOR ST DIV	10.96	
			1351035	7/15/2020	GROUNDS MAINT. SUPPLIES	239.54	
			9340558	7/7/2020	GROUNDS MAINT. SUPPLIES	350.79	
			H6627-192470	8/31/2020	SPECIAL ORDER FOR ST DIV	64.78	
			6340619	7/30/2020	GROUNDS MAINT. EQUIPMENT F	99.24	
			5351095	8/10/2020	GROUNDS MAINT. SUPPLIES	70.33	
			8190098		CREDIT FOR RETURNED PART, I	-183.09	
			1351033	7/15/2020	GROUNDS MAINT. SUPPLIES	338.80	
			5040811	7/1/2020	TOOLS FOR ST DIV	98.96	
			0340553	7/6/2020	MATERIAL FOR FIRESTONE BRIE	206.80	
			2340576	7/14/2020	FACILITY MAINT. SUPPLIES	142.81	
			8340564	7/8/2020	GROUNDS MAINT. SMALL EQUIP	198.91	
			7351012	7/9/2020	WEEDKILLER	54.37	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			4361089	7/22/2020	GROUNDS MAINT. EQUIPMENT F	363.98	
			0361060	7/16/2020	GROUNDS MAINT. EQUIPMENT F	375.65	
			3340610	7/23/2020	GROUNDS MAINT. EQUIPMENT F	63.25	
			2372125	7/14/2020	PARAMOUNT & HARDING ASPHA	62.91	
			6372164	7/20/2020	EQUIPMENT MAINTENANCE	283.80	
			5340608	7/21/2020	WATER SUPPLIES	302.02	
			1372130	7/15/2020	SUPPLIES FOR ST DIV	85.70	
			1372132	7/15/2020	SUPPLIES TO CLEAN FOUNTAIN	50.49	
			8340560	7/8/2020	GROUNDS MAINT. SUPPLIES	118.46	
			4350983	7/2/2020	MIKE BOUGHT TOOL SUPPLIES '	426.53	
			0372101	7/6/2020	MATERIAL TO CELAN AND & REF	41.71	
			0361044	7/6/2020	GROUNDS MAINT. EQUIPMENT F	271.67	
			9340556	7/7/2020	GROUNDS MAINT. SUPPLIES	493.91	
			8351055	7/28/2020	GROUNDS MAINT. SUPPLIES	54.97	
			8340565	7/8/2020	COVID19 EQUIPMENT FOR FAC.	248.27	9,036.93
89974	9/8/2020	00000209 JHM SUPPLY , INC.	56893/3	7/14/2020	GROUNDS MAINT. EQUIPMENT F	408.91	
		Voucher:	57189/3	7/14/2020	GROUNDS MAINT. EQUIPMENT F	727.10	1,136.01
89975	9/8/2020	00003387 KNORR SYSTEMS, INC.	SI222887	7/8/2020	POOL STADIUM: POOL CHEMICA	1,510.43	1,510.43
		Voucher:					
89976	9/8/2020	0010099 L.G.P. EQUIPMENT RENTALS, INC	115190	7/18/2020	RENT OF TRAILER/PURCHASE C	253.38	253.38
		Voucher:					
89977	9/8/2020	00005175 LA COUNTY METROPOLITAN	105786	6/30/2020	JUN 2020: TAP BUS PASSES	240.00	240.00
		Voucher:					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
89978	9/8/2020	0012590	LA TRUCK & AUTO INC, NAPA AU	5156-159295	7/13/2020	STEERING RACK & PINION FOR	274.63	
	Voucher:		5156-159347	7/14/2020	POWER STEERING PUMP FOR L	108.81		
			5156-160115	7/20/2020	AIR-BRAKE VALVE FOR UNIT 299	228.31		
			5156-160186	7/21/2020	AC CONDENSER FOR UNIT 137	146.68		
			5156-160180	7/21/2020	AUTOMOTIVE PARTS	49.05		
			5159-161503	7/31/2020	HOSES	553.08		
			5156-162019	8/5/2020	DIFF. RING GEAR BOLT FOR UNI	21.72		
			5156-157929	7/11/2020	NUTS AND BOLTS	58.98		
			5156-158720	7/8/2020	CLAMPS FOR STOCK	286.61		
			5156-160073	7/20/2020	SHOCKS FOR UNIT 137	285.91		
			5156-160111	7/20/2020	SHOCK FOR UNIT 137	49.05		
			5156-161150	7/28/2020	BRAKE SHOES, WHEEL BEARING	577.84		
			5156-161214	7/29/2020	SHAFT SUPPORT BEARING FOR	181.06		
			5156-161228	7/29/2020	NEW ALTERNATOR FOR UNIT 20	150.70	2,972.43	
89979	9/8/2020	00003773	LINCOLN AQUATICS	29583255	7/2/2020	AQUATICS SUPPLIES	272.48	
	Voucher:		29584817	7/3/2020	AQUATICS SUPPLIES	342.09		
			35915533	7/9/2020	AQUATIC SUPPLIES	135.17	749.74	
89980	9/8/2020	00004269	M.L. BERNIE COMPANY INC	165174	7/17/2020	TIRE PRESS SENSORS AND TIRI	592.68	592.68
	Voucher:							
89981	9/8/2020	0011433	MARK THOMAS & COMPANY, INC	35591	1/23/2020	THRU 12/29/2020: PROF SVCS FO	1,128.44	
	Voucher:		35898	2/26/2020	THRU 2/2/2020: PROF SVCS FOR	980.26		
			36202	3/26/2020	THRU 3/1/2020: PROF SVCS FOR	4,634.99		
			36455	4/24/2020	THRU 3/29/2020: PROF SVCS FO	10,132.79		
			36775	5/28/2020	THRU 5/3/2020: PROF SVCS FOR	5,387.66	22,264.14	
89982	9/8/2020	00004060	MCMASTER-CARR SUPPLY CO	42522087	7/16/2020	VARIOUS WATER SUPPLIES	246.14	246.14
	Voucher:							
89983	9/8/2020	0011575	MERCHANTS BUILDING	589651	6/30/2020	JUN 2020: MBM-ANNUAL JANITO	6,888.00	
	Voucher:		589652	6/30/2020	JUN 2020: MBM-ANNUAL JANITO	19,257.44	26,145.44	
89984	9/8/2020	00000170	MISC - PKS & REC REFUND	231115-Moreno,V.-	5/11/2020	RI CK#88529: 231115-REFUND PF	96.00	96.00
	Voucher:							
89985	9/8/2020	00000170	MISC - PKS & REC REFUND	4491 ZACARIAS-F	3/18/2020	RI CK #87751: REFUND: EVENT C	76.00	76.00
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89986	9/8/2020	0008506	MUNITEMPS	129789	7/10/2020	W/E 7/5/2020: HR ANALYST- TAYL	3,391.50
	Voucher:			129780	6/26/2020	W/E 6/21/2020: PW PROJECT MA	4,000.00
				129790	7/10/2020	W/E 7/5/2020: PW PROJECT MAN	4,000.00
				129807	8/7/2020	W/E 8/2/2020: PW PROJECT MAN	4,000.00
							15,391.50
89987	9/8/2020	00004969	NATIONAL READY MIXED CONCR	742333	7/11/2020	CONCRETE FOR 5338 BATAVIA	448.73
	Voucher:						448.73
89988	9/8/2020	0009990	NATURE'S SELECT PET FOOD	3758	7/23/2020	DOG FOOD MENDEZ/MAJOR (7/7	94.81
	Voucher:						94.81
89989	9/8/2020	00003843	NORTH STAR ELECTRONICS, LL	2740	7/27/2020	INSTALL WHELEN ARROWSTICK	667.52
	Voucher:						667.52
89990	9/8/2020	0007984	O'REILLY AUTO PARTS	3063-355664	7/3/2020	AIR FILTER	55.08
	Voucher:			3063-356606	7/9/2020	BRAKE ROTORS FOR UNIT 185	445.21
				3063-356989	7/11/2020	BRAKE ROTORS AND PADS FOR	293.99
				3063-358901	7/23/2020	BRAKE ROTORS AND PADS FOR	277.96
				3063-359851	7/28/2020	GROUNDS MAINT. EQUIPMENT F	523.62
				3063-355364	7/2/2020	4- BRAKE ROTORS FOR UNIT 16	299.00
				3063-356301	7/8/2020	ALTERNATOR & BATTERY FOR L	363.92
				3063-356331	7/8/2020	ALTERNATOR FOR UNIT 656	161.25
				3063-357417	7/14/2020	AC COMPRESSOR FOR UNIT 165	347.94
				3065-357166	7/13/2020	RADIATOR REMOVAL TOOL	11.01
				3063-358940		CREDIT FOR RETURNED PART, I	-20.00
				3063-359171	7/24/2020	TRAILER COUPLER FOR UNIT S2	26.45
				3063-357560	7/15/2020	AC CONDENSER FOR UNIT 165	166.05
				3063-361167	8/5/2020	TOOL (ADAPTER)	7.71
				3063-359318	7/25/2020	2- JACK STANDS	88.18
				3063-358660	7/21/2020	GROUNDS MAINTENANCE EQUIP	73.98
				3063-358579	7/21/2020	AC CONDENSER FOR UNIT 137	167.08
				3063-358967	7/23/2020	BRAKE CLEANERS	52.66
							3,341.09
89991	9/8/2020	00004582	PARKHOUSE TIRE INC	1010746237	7/6/2020	2 TIRES FOR UNIT 417	278.46
	Voucher:						278.46
89992	9/8/2020	00004469	PD: CALIFORNIA POLICE CHIEFS	15148	5/1/2020	CPCA MEMBERSHIP DUES (D. AI	145.00
	Voucher:						145.00
89993	9/8/2020	00000488	PRAXAIR DISTRIBUTION, INC.	97082088	6/5/2020	WELDING SUPPLIES	96.62
	Voucher:						96.62

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89994	9/8/2020	0005368	PRINTCO DIRECT	82978	8/5/2020	PRINTS FOR SGPD PARKING LO	5.51
		Voucher:		82962	7/28/2020	PRINTS/COPIES FOR THE SGPD	39.69
89995	9/8/2020	00000416	RAPID-O-PRINT	20838	6/30/2020	STREET VENDOR PERMIT STICK	192.94
		Voucher:					45.20
89996	9/8/2020	0012768	RUIZ, PETRA	Ref000275544	8/12/2020	UB REFUND CST #00060326 8961	118.90
		Voucher:					118.90
89997	9/8/2020	00004821	S & J SUPPLY COMPANY, INC.	S100157570.001	7/17/2020	VARIOUS WATER SUPPLIES	694.06
		Voucher:					694.06
89998	9/8/2020	00000322	SAM'S CLUB	005829	7/1/2020	SNACKS FOR STAFF - COVID-19	342.45
		Voucher:		007442	7/8/2020	FOOD FOR STAFF - COVID-19	39.65
89999	9/8/2020	0010623	SECTRAN SECURITY INC.	20080415	8/1/2020	AUGUST 2020: ARMORED TRUCI	280.24
		Voucher:					382.10
90000	9/8/2020	0007073	SERGIO'S AUTO UPHOLSTERY	1990	7/13/2020	SEAT REPAIR FOR UNIT 142	220.00
		Voucher:		2000	7/30/2020	SEAT REPAIR FOR UNIT 197	260.00
				2006	8/1/2020	REPAIR SEAT FOR UNIT 144	175.00
				2007	8/5/2020	REPAIR SEAT FOR UNIT 143	175.00
							830.00
90001	9/8/2020	00002616	SHRED-IT US JV LLC	8180222850	7/31/2020	JUNE 2020: SHREDDING OF DOC	80.24
		Voucher:					80.24
90002	9/8/2020	00004857	SMITH FASTENER COMPANY	0027577	7/16/2020	FASTENERS	80.95
		Voucher:		0027562	7/16/2020	SPECIALTY HARDWARE	666.84
				0027387	7/7/2020	SUPPLIES FOR FAC MAINT	224.92
				21000984	8/4/2020	JUN 2020: REVIEW DESIGN OF C	3,114.84
		Voucher:					972.71
90003	9/8/2020	0005979	STATE OF CALIFORNIA				
		Voucher:					
90004	9/8/2020	0009017	STATEWIDE TRAFFIC SAFETY&SI	02021941	6/10/2020	CONFIRMING PURCHASE ORDE	1,200.00
		Voucher:		02021942	6/10/2020	CONFIRMING PURCHASE ORDE	830.00
90005	9/8/2020	00004908	STATUS ONE MEDICAL INC	60149	7/21/2020	FIRST AID SUPPLIES	124.80
		Voucher:					124.80
90006	9/8/2020	0012517	T.Y. LIN INTERNATIONAL	102007351	8/14/2020	JUN 2020: CONSTRUCTION MAN	79,503.93
		Voucher:					79,503.93
90007	9/8/2020	0011201	TELECOM LAW FIRM, P.C.	8364	5/14/2020	APR 2020: SPECIALIZED LEGAL :	54.00
		Voucher:					54.00
90008	9/8/2020	00003706	THE SALVATION ARMY-BELL SHEFY 19-20 Q4		7/13/2020	BELL SHELTER, ESG (4TH QTR, I	7,606.76
		Voucher:					7,606.76
90009	9/8/2020	0008153	TIME WARNER CABLE-	0008335080120	8/1/2020	ACCT# 844830 017 0008335 - 8/1/	161.26
		Voucher:					161.26

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
90010	9/8/2020	0012764	TOBEY, CONSUELO	Ref000275540	8/12/2020	UB REFUND CST #00048665 972:	61.09	61.09
		Voucher:						
90011	9/8/2020	0010699	TRANSYSTEMS CORPORATION	INV-0003613024	8/4/2020	JUL 2020: CONSTRUCTION OF R	6,680.64	6,680.64
		Voucher:						
90012	9/8/2020	0008005	U.S. BANK-PARS ACCT#67460225	OCT 2020 - R.BAT	10/1/2020	RON BATES: PARS - EXCESS BE	160.00	
		Voucher:		OCT 2020 - MOST	10/1/2000	M.MOSTAKHAMI: PARS - EXCES	680.00	
				OCT 2020 - LOUIE	10/1/2020	KEN LOUIE: PARS - EXCESS BEN	550.00	1,390.00
90013	9/8/2020	00004964	UNDERGROUND SERVICE ALER	1620200184	7/1/2020	DIG ALERTS- 232 TICKETS & \$10	379.60	379.60
		Voucher:						
90014	9/8/2020	00004975	US ARMOR	29081	8/4/2020	VEST- ENFORCER CONCEALABI	618.68	618.68
		Voucher:						
90015	9/8/2020	00003928	US BANK TRUST N.A.	788757000-SEP 2	9/1/2020	SEP 2020: COSG 2005 PENSION	57,493.33	57,493.33
		Voucher:						
90016	9/8/2020	0012765	VERA, VICTOR	Ref000275541	8/12/2020	UB REFUND CST #00062832 274:	71.93	71.93
		Voucher:						
90017	9/8/2020	00001848	VERIZON WIRELESS	9859353664	7/23/2020	BILLING PRD- 06/24/20-07/23/20 -	8,251.02	8,251.02
		Voucher:						
90018	9/8/2020	00002634	VULCAN MATERIALS COMPANY	72644246	7/15/2020	ASPHALT FOR ST DIV	249.40	
		Voucher:		72651935	7/22/2020	ASPHALT FOR ST DIV	167.82	
				72649646	7/20/2020	ASPHALT FOR ST DIV	332.61	
				72657166	7/27/2020	ASPHALT FOR ST DIV	923.06	
				72657167	7/27/2020	ASPHALT FOR ST DIV	305.37	
				72659420	7/29/2020	ASPHALT FOR ST DIV	170.26	2,148.52
90019	9/8/2020	00000028	WATER REPLENISHMENT DISTRI	4590-JUN-2020	8/17/2020	JUN 2020 - ALPHA# 4590 GROUN	261,624.70	261,624.70
		Voucher:						
90020	9/8/2020	00002593	WAXIE'S SANITARY SUPPLY	79372822	8/6/2020	FACILITY MAINT. SUPPLIES	184.10	
		Voucher:		79359717	7/31/2020	FACILITY MAINT/WATERLESS UF	368.19	
				79369521	8/5/2020	FACILITY MAINT. SUPPLIES/BIG I	74.02	
				79306316	7/10/2020	FLOOR MACHINE REPAIR	101.12	
				79216373	6/4/2020	FLOOR MAINTENANCE SUPPLIE	87.71	
				79283473	7/1/2020	FLOOR MACHINE DIAGNOSIS/SL	88.52	903.66
90021	9/8/2020	0010471	WEBSTER'S BEE'S REMOVAL SR	'1436	7/21/2020	BEE REMOVAL: 9707 VIRGINIA A'	235.00	
		Voucher:		1452	8/6/2020	REMOVAL OF BEES: SG MAIN PA	235.00	470.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
90022 Voucher:	9/8/2020	0010476 WECK LABORATORIES INC	W0H0002-COSOL	8/3/2020	WATER QUALITY SAMPLING	70.00	
			W0G1785-COSOL	7/30/2020	WATER QUALITY SAMPLING	540.00	
			W0G1687-COSOL	7/29/2020	WATER QUALITY SAMPLING	30.00	
			W0G1688-COSOL	7/29/2020	WATER QUALITY SAMPLING	30.00	
			W0H0030-COSOL	8/3/2020	WATER QUALITY SAMPLING	65.00	
			W0H0207-COSOL	8/5/2020	WATER QUALITY SAMPLING	105.00	
			W0G1056-COSOL	7/20/2020	WATER QUALITY SAMPLING	190.00	
			W0G1211-COSOL	7/22/2020	WATER QUALITY SAMPLING	95.00	
			W0G1670-COSOL	7/29/2020	WATER QUALITY SAMPLING	195.00	
			W0G0480-COSOL	7/10/2020	WATER QUALITY SAMPLING	105.00	
			W0G0481-COSOL	7/10/2020	WATER QUALITY SAMPLING	75.00	
			W0H0460-COSOL	8/7/2020	WATER QUALITY SAMPLING	75.00	
			W0G0500-COSOL	7/10/2020	WATER QUALITY SAMPLING	190.00	
			W0G1236-COSOL	7/22/2020	WATER QUALITY SAMPLING	65.00	
			W0G1333-COSOL	7/23/2020	WATER QUALITY SAMPLING	30.00	
		W0G1603-COSOL	7/28/2020	WATER QUALITY SAMPLING	75.00	1,935.00	
90023 Voucher:	9/8/2020	00004593 WESTERLY METER SERVICE CO	16555	7/1/2020	METER TEST	40.00	40.00
90024 Voucher:	9/8/2020	0011968 WEX BANK	66871711	8/6/2020	8/6/20 CLOSING DATE: SHELL GA	230.99	230.99
90025 Voucher:	9/8/2020	0006745 XTREME AUTOBODY	2269	8/6/2020	REPLACE REAR WINDOW ON UN	220.00	
			2251	7/16/2020	REPAIR TC REAR BUMPER AND	1,794.83	
			2255	7/22/2020	INSTALL NEW WINDSHIELD ON L	275.00	
			2262	7/29/2020	FRONT WINDSHIELD REPAIR ON	85.00	2,374.83
90026 Voucher:	9/8/2020	00003442 YOUNGBLOOD & ASSOCIATES, IN	4171A	7/10/2020	PRE-EMPLOYMENT POLYGRAP	300.00	
			4166A	7/3/2020	PRE-EMPLOYMENT POLYGRAP	1,050.00	1,350.00
90027 Voucher:	9/8/2020	00000062 ZIEGLER'S HARDWARE& SUPPLY	09719	7/8/2020	CKT 27- SAN GABRIEL. SAW BLA	30.83	
			09756	7/16/2020	KEYS FOR LOCK UNDERNEATH	13.70	
			09759	7/16/2020	BRASS ELBOWS	41.87	
			09805	7/25/2020	PAINT FOR TILES IN THE LOCKE	11.00	
			09636	6/22/2020	VETS FOUNTAIN MAINT - SUPPL	28.57	
			09728	7/9/2020	POLICE JAIL AREA & AUDITORIU	73.14	
			09800	7/28/2020	DUPLICATE KEYS FOR ST DIV	17.55	
			09694	7/2/2020	SUPPLIES TO REPAIR TOILET IN	41.86	
			09695	7/2/2020	SHOP SUPPLIES - 84 MASTER LC	647.34	905.86

Sub total for BANK OF THE WEST: 1,076,532.35

118 checks in this report.

Grand Total All Checks: 1,076,532.35

Void Checks

Bank code: botw

<u>Check #</u>	<u>Date</u>
89972	9/8/2020

WARRANT REGISTER FOR COUNCIL MEETING 9/8/2020

PART IV

apChkLst
08/27/2020 6:59:13AM

Final Check List
CITY OF SOUTH GATE

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Bank : botw BANK OF THE WEST

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
1934	8/20/2020	00000004	NATIONWIDE RETIREMENT SOLLBen275122	8/20/2020	DEF COMP NATIONWIDE: PAYME	44,634.70	44,634.70
		Voucher: 1934					
1935	8/20/2020	00000343	PUBLIC EMPLOYEES RETIREMEIBen275124	8/20/2020	PERS RETIREMENT: PAYMENT	228,864.93	228,864.93
		Voucher: 1935					
1936	8/20/2020	00002370	INTERNAL REVENUE SERVICE Ben275126	8/20/2020	MEDICARE: PAYMENT	143,116.58	143,116.58
		Voucher: 1936					
1938	8/20/2020	00001186	EMPLOYMENT DEVELOPMENT DBen275128	8/20/2020	SDI: PAYMENT	47,371.96	47,371.96
		Voucher: 1938					
1939	8/20/2020	00004836	SEIU LOCAL 721 CTW CLC-23900Ben275130	8/20/2020	SEIU DUES: PAYMENT	3,289.18	3,289.18
		Voucher: 1939					
1940	8/20/2020	00004996	SEIU-COPE LOCAL 721, LA/OC CIBen275132	8/20/2020	SEIU- COPE LOCAL 721 DEDUCT	39.00	39.00
		Voucher: 1940					
1941	8/20/2020	00004988	CHILD SUPPORT ON-LINE, STATEBen275134	8/20/2020	CHILD SUPPORT-ONLINE: PAYMI	2,195.54	2,195.54
		Voucher: 1941					
Sub total for BANK OF THE WEST:							469,511.89

7 wire transfers in this report.

Grand Total All Wire Transfers: 469,511.89

**WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING 9/8/2020**

TOTAL PART I - PAYROLL-RELATED CHECKS	902.76
TOTAL PART II - PREPAID CHECK (8/24/2020)	100,000.00
TOTAL PART III - ACCOUNTS PAYABLE CHECKS	1,076,532.35
TOTAL PART IV - PAYROLL-RELATED WIRE TRANSFERS	469,511.89
	SUB - TOTAL
	<u>1,646,947.00</u>
LESS: VOIDS	(7,125.00)
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(302,619.43)
	<u>GRAND TOTAL</u>
	<u>1,337,202.57</u>

