

OVERSIGHT BOARD RESOLUTION 2013-07

CITY OF SOUTH GATE  
LOS ANGELES COUNTY, CALIFORNIA

**A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SOUTH GATE APPROVING THE SUCCESSOR AGENCY'S LONG RANGE PROPERTY MANAGEMENT PLAN, DIRECTING SUBMITTAL TO THE STATE DEPARTMENT OF FINANCE FOR REVIEW AND APPROVAL PURSUANT TO SECTIONS 34191.4 AND 34191.5 OF THE DISSOLUTION LAWS**

**WHEREAS**, the Community Development Commission of the City of South Gate ("former CDC") previously was a public body, corporate and politic formed, organized, existing and exercising its powers pursuant to Section 34100, *et seq.* of the California Health and Safety Code, and exercised the powers, authority, functions, and jurisdiction of a community redevelopment agency formed, organized, existing and exercising its powers pursuant to the California Community Redevelopment Law, Health and Safety Code, Section 33000, *et seq.*, and specifically formed by the City Council ("City Council") of the City of South Gate ("City"); and

**WHEREAS**, Assembly Bill x1 26 chaptered and effective on June 27, 2011 added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code, which caused the dissolution of all redevelopment agencies and winding down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484 chaptered and effective on June 27, 2012 (together, the "Dissolution Laws"); and

**WHEREAS**, as of February 1, 2012 the Agency was dissolved pursuant to the Dissolution Laws, and as a separate public entity, corporate and politic the Successor Agency to the Community Development Commission of the City of South Gate ("Successor Agency") administers the enforceable obligations of the former Agency and otherwise unwinds the former Agency's affairs, all subject to the review and approval by a seven-member oversight board ("Oversight Board"); and

**WHEREAS**, pursuant to Section 34179 the Successor Agency's Oversight Board has been formed and the initial meeting occurred on April 23, 2012; and

**WHEREAS**, Section 34179 provides that the Oversight Board has fiduciary responsibilities to holders of enforceable obligations and the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of Part 1.85 of the Dissolution Laws; and

**WHEREAS**, Sections 34191.4 and 34191.5 provide that within six (6) months of the Successor Agency receiving a Finding of Completion from the State Department of Finance ("DOF") pursuant to Section 34179.7, the Oversight Board is to review and approve the Successor Agency's Long Range Property Management Plan ("LRPMP") that addresses the disposition and use of the former redevelopment agency's real property, which LRPMP then is submitted to the DOF for review and approval; and

**WHEREAS**, the Successor Agency received its Finding of Completion from the DOF on May 24, 2013; and

**WHEREAS**, the Successor Agency has caused to be prepared, and by resolution adopted on November 12, 2013 approved, the LRPMP, Attachment 1 hereto and fully incorporated by this reference, that provides an inventory of all of the former CDC's property and, based on the criteria in Section 34191.5(c)(2), the LRPMP directs how the various properties should be transferred or otherwise disposed; and

**WHEREAS**, the options given in Section 34191.5(c)(2) for the future disposition and use of the properties include transfer to the City or other agency for governmental use, transfer to the City for future development, sale/liquidation of the property for the benefit of the affected taxing agencies, or the use of the property to fulfill an enforceable obligation; and

**WHEREAS**, the LRPMP is a material step of the dissolution process in the Dissolution Laws, and as of dissolution on February 1, 2012, by operation of law the Successor Agency became the owner of 13 properties (comprised of 19 parcels) in the City for which the owner of record on title is the former Community Development Commission of the City of South Gate, including:

- Nine (9) properties are existing governmental use properties that are proposed to be transferred to the City to continue their exclusive and continued governmental use; and
- Four (4) properties are proposed to be offered for sale and sold by the Successor Agency at market rate, with the proceeds of the sales to be distributed by the Los Angeles County Auditor-Controller in accordance with the Dissolution Laws; and

**WHEREAS**, the Successor Agency has submitted the LRPMP to the Oversight Board for review and approval; and

**WHEREAS**, the Oversight Board has reviewed and desires to approve the LRPMP; and

**WHEREAS**, the Successor Agency will cause to be posted this Oversight Board Resolution, including the LRPMP, on its website; and

**WHEREAS**, pursuant to Section 34179(h) as amended by Assembly Bill 1484, written notice and information about all actions taken by the Oversight Board shall be provided to the DOF by electronic means and in a manner of DOF's choosing, and an Oversight Board's action shall become effective five (5) business days after notice in the manner specified by the DOF unless the DOF requests a review.

**NOW, THEREFORE, THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

**SECTION 2.** Pursuant to the Dissolution Laws, the Oversight Board approves the LRPMP submitted herewith as Attachment 1.

**SECTION 3.** The LRPMP directs the liquidation of certain property(ies) and/or the use of revenues generated from such property(ies), such as lease or parking revenues, for purposes other than to fulfill an enforceable obligation or other than that specified in Section 34191.5(b)(2)(A); thus, the proceeds from the sale(s) shall be remitted to the

Los Angeles County Auditor-Controller for distribution as property tax to the affected taxing entities pursuant to the Dissolution Laws.

**SECTION 4.** The Oversight Board authorizes the Successor Agency to transmit the LRPMP to the DOF for its review and approval.

**SECTION 5.** The Assistant City Manager/Finance Director of the Successor Agency or his authorized designee is directed to post this Oversight Board Resolution on the Successor Agency website pursuant to the Dissolution Laws.

**SECTION 6.** Pursuant to Section 34179(h) as amended by Assembly Bill 1484, written notice and information about all actions taken by the Oversight Board shall be provided to the DOF by electronic means and in a manner of DOF's choosing, and the Oversight Board's action shall become effective five (5) business days after notice in the manner specified by the DOF unless the DOF requests a review.

**SECTION 7.** The Secretary of the Oversight Board shall certify to the adoption of this Resolution.

**APPROVED AND ADOPTED** this 18<sup>th</sup> day of November 2013.



W. H. (Bill) De Witt, Chair  
Oversight Board of the Successor Agency to the  
Community Development Commission of the  
City of South Gate

ATTEST:



Carmen Avalos, Secretary  
Oversight Board of the Successor Agency  
to the Community Development Commission  
of the City of South Gate

(SEAL)

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# LONG-RANGE PROPERTY MANAGEMENT PLAN

Successor Agency to the  
South Gate Community Development  
Commission

**October 29, 2013**

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RSG

INTELLIGENT COMMUNITY DEVELOPMENT

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## INTRODUCTION

Assembly Bill 1484 ("AB 1484") enacted in June of 2012 requires all successor agencies for former redevelopment agencies that owned property as of the time of redevelopment dissolution to prepare a Long Range Property Management Plan ("PMP" or "LRPMP"). The PMP governs the disposition and use of property held by the former redevelopment agency pursuant to legal requirements of the Health and Safety Code, Division 24, Parts 1.8 and 1.85 ("Dissolution Act") as detailed in the next section.<sup>1</sup>

This is the Long Range Property Management Plan for the Successor Agency to the South Gate Community Development Commission ("Successor Agency").

## EXECUTIVE SUMMARY

The former South Gate Community Development Commission ("Former CDC") is the owner of record on the title for 13 properties (comprised of 19 parcels) in the City of South Gate ("City").

- Nine (9) properties are existing governmental use properties that are proposed to be transferred to the City to continue their exclusive and continued governmental use.
- The remaining four (4) properties are to be sold by the Successor Agency at market rate, with the proceeds of the sales to be distributed by the Los Angeles County Auditor-Controller in accordance with the Dissolution Act.

## STATEMENT OF LEGAL REQUIREMENTS

Pursuant to Section 34191.5 (added by AB 1484), each successor agency that holds property from a former redevelopment agency is required to prepare and submit a LRPMP to its oversight board and then to the State Department of Finance ("DOF") within six months after receiving a "Finding of Completion" from DOF.

In general, the PMP addresses the disposition and use of the real properties of the former redevelopment agency. The Dissolution Act requires that the LRPMP include all of the following components:

1. Inventory of all properties in the Community Redevelopment Property Trust Fund ("Trust Fund"), established to serve as the repository of the former redevelopment agency's real properties. This inventory shall consist of all of the following information:
  - a. **Date of acquisition** of the property and the value of the property at that time, and an estimate of the current value of the property.
  - b. **Purpose** for which the property was acquired.
  - c. **Parcel data**, including address, lot size, and current zoning in the former redevelopment agency redevelopment plan or specific, community, or general plan.

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<sup>1</sup> All statutory references are to the Dissolution Act, unless otherwise stated.

- d. **Estimate of the current value** of the parcel including, if available, any appraisal information.
  - e. **Estimate of any lease, rental, or any other revenues** generated by the property, and a description of the contractual requirements for the disposition of those funds.
  - f. **History of environmental contamination**, including designation as a brownfield site, and related environmental studies, and history of any remediation efforts.
  - g. Description of the **property's potential for transit-oriented development and the advancement of the planning objectives** of the successor agency
  - h. Brief history of **previous development proposals** and activity, including the rental or lease of property.
2. Address the use or disposition of all the properties in the Trust Fund. Permissible uses include:
- a. **Retention for governmental use** pursuant to subdivision (a) of Section 34181;
  - b. **Retention for future development;**
  - c. **Sale** of the property; or
  - d. **Use of property to fulfill an enforceable obligation.**
3. Separately identify and list properties in the Trust Fund dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation. With respect to the use or disposition of all other properties, all the following shall apply:
- a. If the plan directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall transfer to the city, county, or city and county.
  - b. If the plan directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation or other than that specified in subsection 3(a) above, the proceeds from the sale shall be distributed as property tax to the affected taxing entities.
  - c. Property shall not be transferred to a successor agency, city, county, or city and county, unless the LRPMP has been approved by the oversight board and DOF.

## **PROPERTY VALUATION ESTIMATES AND LIMITATIONS**

The Dissolution Act requires that a PMP include an estimate of the value of each property, as well as recent appraisal information, to provide the oversight board, DOF and other interested parties information on the properties involved. DOF has stated officially they do not expect successor agencies to obtain appraisals on properties if none currently exist, so no such appraisals have been prepared for this PMP.

Instead, an estimate of property value was prepared by the Successor Agency's independent consultant based on a limited amount of analysis, well short of what would normally be conducted for an appraisal – but at least useful for providing some information on what is often difficult to assess property values given the unique deficiencies (size, contamination, location, etc.) of former redevelopment properties. Coming out of a serious real estate recession, it still can be difficult to identify comparable properties in the area because sales volumes of small, infill parcels can be very limited.

The limitations of this methodology aside, the value estimates themselves (or even appraisal values) are not necessarily representative of what the properties could be worth when offered for sale on the open market by the Successor Agency. For example, one property to be sold (the Frontage Street Property) has a history of hazardous materials contamination that may affect not only value, but the number of potential buyers and reuse potential. Even after initial studies are conducted, as they were done for this particular site, additional contamination could be discovered, which could also deter investment due to uncertainty over cleanup cost exposure. Not just in South Gate, but elsewhere, many redevelopment agencies have a number of blighted properties in their inventory that were not yet restored to a marketable condition at the time of dissolution.

The Successor Agency will be developing a marketing plan to solicit viable purchase offers on properties designated for sale following DOF approval of this PMP. Once these offers are provided, these may ultimately be a much more precise determination of value than what is included in this PMP. As such, the reader is encouraged to understand this context when reviewing the PMP estimated values contained herein.



## **PROPERTY INVENTORY - FORMER CDC PROPERTIES**

The Former CDC owned 13 properties (consisting of 19 parcels) at dissolution. The properties are grouped into property sites with specific property numbers shown in the Property Inventory Data table attached. The property sites are organized by "Permissible Uses" under the Dissolution Act and a detailed description of the properties is provided below.

The Property Inventory Data table (Attachment 1) utilizes the DOF-created database that provides a matrix of all of the information required pursuant to Section 34191.5(c).

It is important to note the following in reviewing the PMP:

- Estimates of current values of properties were provided by RSG based on the individual methodologies described under each property profiled in this PMP. As the DOF has provided to RSG in written communication, the DOF does not require a new appraisal report to be prepared for the purposes of a PMP, even if a recent appraisal does not exist. The ultimate value of the properties sold will be determined based on what the market bears and not what an appraisal estimates. For the properties to be retained for governmental use, the value estimate is based on the value of each property at the current land use and zoning; which yields a \$0 market value because the properties in question are existing, operating public uses. As such, they hold no value to anyone other than the City for the continued governmental use. More details for each value estimate are provided in the individual property profiles.
- Data contained in the "Value at Time of Purchase" column in the Property Inventory Data table includes all available information obtained resulting from comprehensive title research and Successor Agency staff's reasonable efforts to locate the information. In many cases, this information was not available and is noted accordingly.

## **Retention of Properties for Governmental Use**

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The properties listed below are proposed to be transferred to the City of South Gate pursuant to Section 34181 (a) that allows properties of a former redevelopment agency to be transferred to a public jurisdiction. A description of the properties, including the legally required information, aerial map, and photograph of the properties, are presented in this section.

### **CITY HALL PARKING LOT (PROPERTY 1)**

**Address:** 8681, 8677, and 8673  
San Antonio Avenue

**APNs:** 6210 017 905, 6210 017 906, and  
6210 017 907

**Lot Size:** 0.41 acres combined

**Acquisition Dates:** April 5, 1990 for 8681  
and 8677 San Antonio Ave and  
September 27, 1991 for 8673 San Antonio  
Ave



**Value at Time of Purchase:** \$98,000 (total purchase price)

**Purpose of Acquisition:** To provide public parking for City Hall

**Property Type (DOF Category):** Parking Lot

**Property Type (City Proposed):** Transfer to City for Public Purpose, Continued Public Use

**Current Zoning:** Commercial Residential

**Estimated Current Value:** \$0 - Based on market value estimate as an existing public use

**Estimate of Income Revenue:** There is no income generated from the property


**Contractual Requirements for Use of Income/Revenue:** None/not applicable

**History of Environmental Contamination, Studies, and/or Remediation, and Designation as a Brownfield Site:** None/not applicable

**Description of Property's Potential for Transit Oriented Development:** None/not applicable

**Advancement of Planning Objectives:** Provide parking to staff and visitors to City Hall

**History of Previous Development Proposals:** None



*This site provides public parking to South Gate City Hall. There are signs within the lot and parking spaces stating that parking time is limited and parking only available to persons conducting business in City Hall or permit only parking for City employees working at City Hall. The surrounding uses are not authorized to park in this parking lot. In addition, on top of the parking canopy the City has installed photovoltaic panels to capture solar energy and offset the City's electric costs.*

**9200 STATE STREET  
(PROPERTY 2)**

**Address:** 9200 State Street

**APN:** 6209 001 900

**Lot Size:** 0.69 Acres

**Acquisition Date:** December 23, 1992

**Value at Time of Purchase:** Purchased for \$280,000



**Purpose of Acquisition:** To develop and maintain the City of South Gate Westside Community Resource Center

**Property Type (DOF Category):** Public Building

**Property Type (City Proposed):** Transfer to City for Public Purpose

**Current Zoning:** Commercial Residential

**Estimated Current Value:** \$0 - Based on market value estimate as an existing public use

**Estimate of Income Revenue:** There is no income generated from the property

**Contractual Requirements for Use of Income/Revenue:** None/not applicable

**History of Environmental Contamination, Studies, and/or Remediation, and Designation as a Brownfield Site:** None/not applicable.

**Description of Property's Potential for Transit Oriented Development:** None/not applicable

**Advancement of Planning Objectives:** Provide public facilities for persons availing resources at the Westside Community Resource Center

**History of Previous Development Proposals:** None

*This property, surrounded by other public uses, was originally purchased by the Former CDC for the purposes of developing and maintaining a Community Resource Center known as the Westside Community Resource Center. In 2007, it was determined that the Former CDC did not have the resources to continue operation of this public facility. The Former CDC entered into an operating agreement with the Human Services Association ("HSA"), non-profit organization (see Attachment 2). HSA agreed to operate the Resource Center by funding programing and custodial services, and utilities and maintenance costs, while still maintaining the building's public purpose and providing resources and services to the community. In exchange, the Former CDC allowed HSA use of the building with no additional rental costs. The Operating Agreement is binding until at least April 1, 2015.*

9475 FRONTAGE ROAD (PROPERTY 3)

**Address:** 9475 Frontage Rd.

**APN:** 6222 001 916

**Lot Size:** 6.9 Acres

**Acquisition Date:** March 2, 2009

**Value at Time of Purchase:** Not known

**Purpose of Acquisition:** To develop property

**Property Type (DOF Category):** Vacant Land

**Property Type (City Proposed):** Transfer to City for Public Purpose

**Current Zoning:** Heavy Manufacturing (Zoned open space in General Plan)

**Estimated Current Value:** \$0 - Based on market value estimate as an existing public use

**Estimate of Income Revenue:** There is no income generated from the property

**Contractual Requirements for Use of Income/Revenue:** None/not applicable

**History of Environmental Contamination, Studies, and/or Remediation, and Designation as a Brownfield Site:** None

**Description of Property's Potential for Transit Oriented Development:** None/not applicable.

**Advancement of Planning Objectives:** Maintain the stability of the City-wide water system

**History of Previous Development Proposals:** In the 1980's, the City approved a proposal by Lewis Homes for a 140 unit condominium project which was never built. In 2002, the City pursued a DDA to redevelop the property with 250 senior apartment homes and 27 single family residences. It too was never built. Then in 2002, GWS Nursery & Supplies, Inc. bought the property as part of a larger site to develop it as a wholesale nursery business, a recycling facility for green and solid waste, automobile storage, and parking facilities and landscaping. In 2009, the property was returned to the Former CDC as part of a legal settlement with GWS Nursery and Supplies.



The Successor Agency would like to transfer this property to the City to use as well site. This plan has been in effect since the failure of a well on an adjacent property, the Hawkins Reservoir Facility. This adjacent site contains two wells that provide water to 2.5 million-gallon steel reservoirs. The wells were drilled and equipped in 1985. One well was taken out of service in November 2004 due to high sanding issues. In 2009, the non-functional well was rehabilitated by means of acid (chemical) treatment and mechanical methods (air bursting and wire brushing). In May 2009, during the rehabilitation process, the lower portion of this 1,300 foot deep well collapsed in on itself. As a result, the decision was made to abandon the lower portion of the well and install a stainless steel liner to a depth of approximately 400 feet as well as a submersible pump. The well production was reduced from 2,000 gpm to 350 gpm. Consequently, the water quality at the 400 foot level exceeded the secondary maximum contaminant level (MCL) for manganese (73 ug/L). As of October 18, 2010, the well was taken out of service due to the high levels of manganese and high water quality complaints.

The other well located at the adjacent Hawkins Reservoir Facility has been running over capacity in order to keep up with the daily demand. If the functioning well were to have a motor failure or mechanical problem, the City would not have the added backup of water production from the abandoned well. Should this occur, the reservoirs would drain down to a critically low level possibly compromising the water system.

The Hawkins Reservoir site has no additional space for a new well. Therefore, to maintain reliability of the groundwater source, the well must be relocated to the subject property.

## Vehicle Parking District Properties

*In 1965, the City of South Gate passed Resolution No. 2663 (Attachment 3) pursuant to the 1913 Improvement Act, which authorized the City to acquire parcels and construct parking facilities within the City. Then on August 7, 1970, Resolution No. 3049 (Attachment 4), which established various Parking Districts throughout the City was approved pursuant to the California Streets and Highways Code, Parking and Business Improvement Area Law. In order to further implement the Parking and Business Improvement Area Law, Ordinance No. 1129 amending the South Gate Municipal Code was approved on November 2, 1970 (Attachment 5). The formation of the Parking Districts was initiated in response to a petition submitted by the Tweedy Mile Downtown Merchants Association pursuant to authority vested in property owners under the Streets and Highways Code. The proposed purpose, among several others, was to acquire, construct and maintain parking facilities for the benefit of the commercial area.*

*Section 11.52 of the South Gate Municipal Code establishes that off-street parking must be provided to businesses or residences within given Parking Districts. To facilitate this code requirement, the Former CDC acquired vacant lots throughout the City as they became available, improved the lots for public parking, and maintained public parking lots. Once these public lots were established, nearby commercial businesses were not required to provide their own on-site parking. Six of these lots are now in the possession of the Successor Agency. The Successor Agency proposes transferring these lots to the City in order to continue to maintain the public parking facilities required by the City's zoning code, and to avoid the potential for non-conforming uses or allegation of taking or diminution of private property.*



**3500 TWEEDY (PROPERTY 4)**

**Address:** 3500 Tweedy Boulevard

**APN:** 6223 001 907

**Lot Size:** 0.15 acres

**Acquisition Date:** May 14, 1996

**Value at Time of Purchase:** Not known

**Purpose of Acquisition:** Provide public parking facilities pursuant to the Municipal Code and Parking Districts requirements

**Property Type (DOF Category):** Parking Lot



**Property Type (City Proposed):** Transfer to City for Public Purpose

**Current Zoning:** Restricted Commercial

**Estimated Current Value:** \$0 - Based on market value estimate as an existing public use

**Estimate of Income Revenue:** Parking is provided free of charge to the public

**Contractual Requirements for Use of Income/Revenue:** None/not applicable.

**History of Environmental Contamination, Studies, and/or Remediation, and Designation:**

This site has a Leaking Underground Fuel Tank (LUFT) of gasoline contaminating aquifers used for drinking water supply. The Successor Agency is responsible for monitoring three wells and submitting reports to the Regional Water Quality Control Board on a semi-annual basis. The environmental remediation case was opened shortly after the Former CDC purchased the property and remains an open ongoing case.

**Description of Property's Potential for Transit Oriented Development:** None/not applicable

**Advancement of Planning Objectives:** Provide public parking within the Parking and Business Improvement District

**History of Previous Development Proposals:** None

**9926 MALLISON (PROPERTY 5)**

**Address:** 9926 Mallison Avenue

**APN:** 6218 016 900

**Lot Size:** 0.15 acres

**Acquisition Date:** June 30, 1992

**Value at Time of Purchase:** Not known

**Purpose of Acquisition:** Provide public parking facilities pursuant to the Municipal Code and Parking District requirements

**Property Type (DOF Category):** Parking Lot

**Property Type (City Proposed):** Transfer to City for Public Purpose

**Current Zoning:** Multiple Residential

**Estimated Current Value:** \$0 - Based on market value estimate as an existing public use

**Estimate of Income Revenue:** Parking is provide free of charge to the public

**Contractual Requirements for Use of Income/Revenue:** None/not applicable

**History of Environmental Contamination, Studies, and/or Remediation, and Designation as a Brownfield Site:** None/not applicable.

**Description of Property's Potential for Transit Oriented Development:** None/not applicable

**Advancement of Planning Objectives:** Provide public parking within the Parking and Business Improvement District

**History of Previous Development Proposals:** None



**SAN JUAN AVENUE PROPERTIES (PROPERTY 6)**

**Address:** 9830 San Juan Ave and 9824 San Juan Ave

**APNs:** 6203 019 915 and 6203 019 916

**Lot Size:** 0.22 Acres

**Acquisition Dates:** March 23, 2011 and May 20, 1992 respectively

**Value at Time of Purchase:** Not known

**Purpose of Acquisition:** Provide public parking facilities pursuant to the Municipal Code and Parking District requirements



**Property Type (DOF Category):** Parking Lot

**Property Type (City Proposed):** Transfer to City for Public Purpose

**Current Zoning:** Multiple Residential

**Estimated Current Value:** \$0 - Based on market value estimate as an existing public use

**Estimate of Income Revenue:** Parking is provide free of charge to the public

**Contractual Requirements for Use of Income/Revenue:** None/not applicable.

**History of Environmental Contamination, Studies, and/or Remediation, and Designation as a Brownfield Site:** None/not applicable.

**Description of Property's Potential for Transit Oriented Development:** None/not applicable

**Advancement of Planning Objectives:** Provide public parking within the Parking and Business Improvement District

**History of Previous Development Proposals:** None

**ALEXANDER AND BRYSON ROAD  
(PROPERTY 7)**

**Address:** 9836 Alexander Ave and  
9837 Bryson Ave

**APNs:** 6217 016 900 and 6217 016 901

**Lot Size:** 0.22 Acres

**Acquisition Date:** November 18, 1982 and  
April 1, 1985 respectively

**Value at Time of Purchase:** Not known

**Purpose of Acquisition:** Provide public parking  
facilities pursuant to the Municipal Code and  
Parking District requirements



**Property Type (DOF Category):** Parking Lot

**Property Type (City Proposed):** Transfer to City for Public Purpose

**Current Zoning:** Multiple Residential

**Estimated Current Value:** \$0 - Based on market value estimate as an existing public use

**Estimate of Income Revenue:** Parking is provide free of charge to the public

**Contractual Requirements for Use of Income/Revenue:** None/not applicable.

**History of Environmental Contamination, Studies, and/or Remediation, and Designation as a Brownfield Site:** None/not applicable.

**Description of Property's Potential for Transit Oriented Development:** None/not applicable

**Advancement of Planning Objectives:** Provide public parking within the Parking and Business Improvement District

**History of Previous Development Proposals:** None

9836 SAN MIGUEL AVE (PROPERTY 8)

**Address:** 9836 San Miguel Ave

**APN:** 6203 021 900

**Lot Size:** 0.12 Acres

**Acquisition Date:** February 15, 1991

**Value at Time of Purchase:** Not known

**Purpose of Acquisition:** Provide public parking facilities pursuant to the Municipal Code and Parking District requirements



**Property Type (DOF Category):** Parking Lot

**Property Type (City Proposed):** Transfer to City for Public Purpose

**Current Zoning:** Multiple Residential

**Estimated Current Value:** \$0 - Based on market value estimate as an existing public use

**Estimate of Income Revenue:** Parking is provided free of charge to the public

**Contractual Requirements for Use of Income/Revenue:** None/not applicable.

**History of Environmental Contamination, Studies, and/or Remediation, and Designation as a Brownfield Site:** None/not applicable.

**Description of Property's Potential for Transit Oriented Development:** None/not applicable

**Advancement of Planning Objectives:** Provide public parking within the Parking and Business Improvement District

**History of Previous Development Proposals:** None

**SAN ANTONIO AVENUE LOTS  
(PROPERTY 9)**

**Address:** 10009 and 10013 San Antonio Avenue

**APN:** 6223 001 904 and 6223 001 909

**Lot Size:** 0.2 Acres

**Acquisition Date:** June 7, 1990 and February 18, 1999

**Value at Time of Purchase:** Not known

**Purpose of Acquisition:** Provide public parking facilities pursuant to the Municipal Code and Parking District requirements

**Property Type (DOF Category):** Parking Lot

**Property Type (City Proposed):** Transfer to City for Public Purpose

**Current Zoning:** Multiple Residential

**Estimated Current Value:** \$0 - Based on market value estimate as an existing public use

**Estimate of Income Revenue:** Parking is provided free of charge to the public

**Contractual Requirements for Use of Income/Revenue:** None/not applicable.

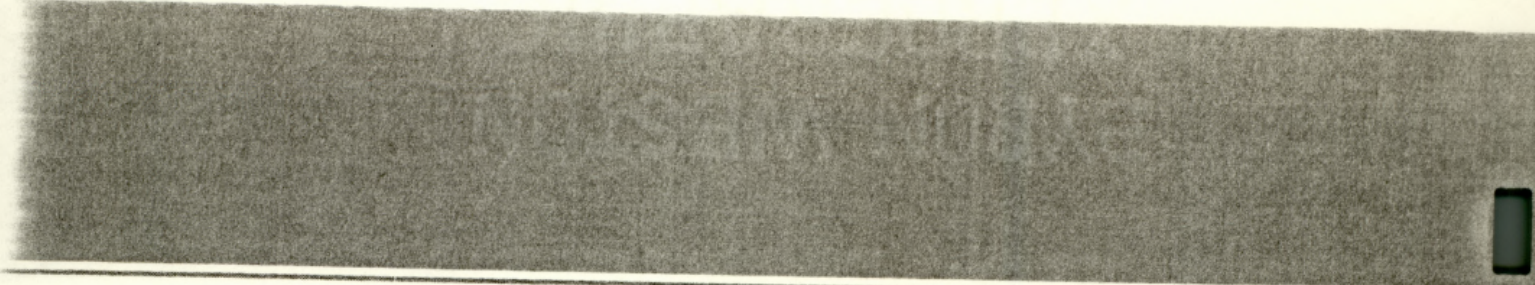
**History of Environmental Contamination, Studies, and/or Remediation, and Designation as a Brownfield Site:** None/not applicable.

**Description of Property's Potential for Transit Oriented Development:** None/not applicable

**Advancement of Planning Objectives:** Provide public parking within the Parking and Business Improvement District

**History of Previous Development Proposals:** None





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**Retention of Properties for Future Development**

There are no properties to be retained for future development purposes by the Successor Agency in this PMP.

## **Properties to be Sold by Successor Agency**

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Three properties listed below are proposed to be offered for sale. A description of the properties, including the legally required information and aerial maps, are presented in this section.

### **GDS INSTITUTE (PROPERTY 10)**

**Address:** 7916 Long Beach Boulevard

**APN:** 6202 010 900 and 6202 010 901

**Lot Size:** 0.41 acres (combined)

**Acquisition Date:** July 31, 1979

**Value at Time of Purchase:** Not known by City or public record research

**Purpose of Acquisition:** To develop additional commercial uses to provide jobs

**Property Type (DOF Category):** Commercial

**Property Type (City Proposed):** Sell Property

**Current Zoning:** Commercial Manufacturing

**Proposed Sale/Estimated Current Value:** \$0 - \$222,300

**Date of Estimated Current Value:** September 1, 2013

**Proposed Sale Date:** Following the approval of the PMP. Sales price to be determined by market.

**Estimate of Income Revenue:** Property is being leased for \$1,500 per month to the Helping Hand Center which runs a trade school in the building called the GDS Institute.

**Contractual Requirements for Use of Income/Revenue:** None

**History of Environmental Contamination, Studies, and/or Remediation, and Designation as a Brownfield Site:** This is the site of a former auto body shop (Freedom Ford) and is known to have a Leaking Underground Fuel Tank (LUFT). Potential contaminants include benzene, tetrachloroethylene (PCE), toluene, and trichloroethylene (TCE). The California Regional Water Quality Control Board ("RWQCB") contacted the Successor Agency in April 2012 requesting a Work Plan for the investigation of soil vapor impacts potentially created from the releases emanating from the site. They requested this Work Plan by May 15, 2012, along with a Certification for Declaration for Compliance with Fee Title Holder Notification.





**Description of Property's Potential for Transit Oriented Development:** None/not applicable

**Advancement of Planning Objectives:** Commercial development to provide jobs

**History of Previous Development Proposals:** None

The subject property is currently occupied by the GDS institute. The tenant is paying \$1,500 a month to lease the space. An appraisal of the property was conducted in 2007 which determined the value to be \$1,080,000. The appraisal stated the presumption that there was no known contamination on the property. However, it was discovered at a later date that the site has a Leaking Underground Fuel Tank (LUFT). This significantly affects the value of the property. A rental income analysis has been included below using the current lease rate of the property.

**Rental Income Analysis**

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**Income:**

Rent	\$1,500.00 month	\$ 18,000
Vacancy & Collection	5.00%	(900)
<b>Gross Effective Income</b>		<b>17,100</b>

**Operating Expenses:**

Management	5.00%	(855)
Reserves	2.00%	(342)
Non-reimbursables	2.00%	<u>(342)</u>
Subtotal - Operating Expenses		(1,539)

**Net Operating Income** 15,561

Capitalization Rate 7.00%

**Value** 222,300

Source: CoStar Group, RSG

Using the current lease rate of \$1,500 per month, the value of the property could be estimated at \$222,300. It is important to note however that this does not take into account the costs of environmental remediation or the condition of the improvements. The buyer of the subject property will ultimately be responsible for any contamination that still exists and would be financially liable for the clean-up efforts. It is difficult to know what the exact cost of remediation will be, however, it could easily be as high as \$222,300 if not higher. Therefore the value of the property is between \$0 and \$222,300.

**EL PASEO PARKING LOT (PROPERTY 11)**

**Address:** *Within the El Paseo Shopping Center Parking Lot*

**APNs:** 6232 003 907

**Lot Size:** 0.7 acres

**Acquisition Date:** August 23, 1999

**Value at Time of Purchase:** Not known

**Purpose of Acquisition:** *To provide a soil repository for the El Paseo shopping center*

**Property Type (DOF Category):** Other

**Property Type (City Proposed):** *Following the approval of the PMP. Sales price to be determined by market.*

**Current Zoning:** Heavy Manufacturing

**Estimated Current Value:** \$0 - \$168,000

**Estimate of Income Revenue:** *There is no income generated from the property.*

**Contractual Requirements for Use of Income/Revenue:** None/not applicable.

**History of Environmental Contamination, Studies, and/or Remediation, and Designation as a Brownfield Site:** *The subject property has been utilized as a contaminated soils repository. It is being remediated by a contamination cap.*

**Description of Property's Potential for Transit Oriented Development:** None

**Advancement of Planning Objectives:** None

*This parcel makes up a portion of the El Paseo Shopping Center Parking Lot. It has been utilized as a contaminated soils repository for the El Paseo Shopping Center. The hazardous waste on the site is currently being remediated by a clay cap. This existing remediation devise restricts the site's use and renders the site inappropriate for development.*

In order to estimate the value of the subject property, a comparable sales analysis has been conducted and is shown below:

Comparable Analysis - South Gate Parking Lot

	Property Address	PropertyType	Proposed Use	Sale Date	Acres	Sale Price	Price/AC
	7641 S Santa Fe Ave Huntington Park	Land	Commercial	1/28/2011	0.15	\$132,000	\$865,007
	1500 E 22nd St Los Angeles	Land	Commercial	12/21/2012	0.09	\$90,000	\$957,447
	6348 Seville Ave Huntington Park	Land	Mixed Use	3/19/2013	0.52	\$600,000	\$1,152,295
Subject	El Paseo Parking Lot South Gate	Land (contaminated)	Heavy Manufacturing	Not Listed	0.70	\$ 168,000	\$240,000

Source: CoStar, August 2013

The three properties included in the analysis all sold recently in areas in relatively close proximity to South Gate. They are all vacant land but zoned commercial or mixed use. Taking the average price per acre of the three properties, you get a price per acre of \$991,583; however none of the three properties shown are contaminated. Remediation costs vary widely, but can often run anywhere between \$500,000 and \$1,000,000. Taking the average of those figures and subtracting that from the average price per acre, one can estimate the price per acre of the subject property to be about \$240,000. This would make the value of the property about \$168,000.

5821 FIRESTONE BLVD (PROPERTY 12)

**Address:** 5821 Firestone Blvd

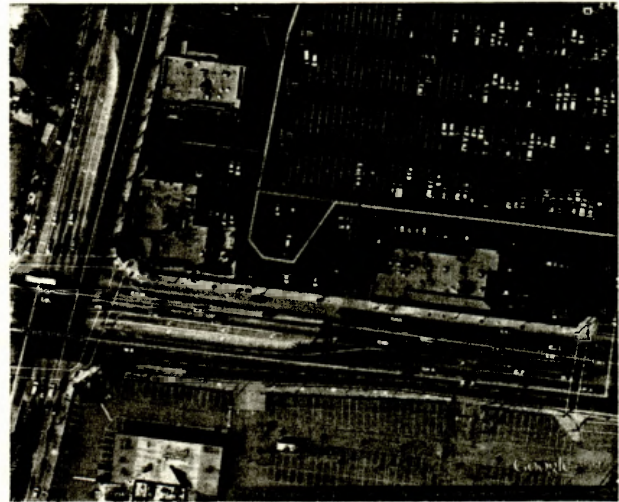
**APN:** 6232 004 907

**Lot Size:** 0.46 Acres

**Acquisition Date:** May 18, 1994

**Value at Time of Purchase:** Not known

**Purpose of Acquisition:** The subject property was purchased to provide parking for nearby restaurant uses



**Property Type (DOF Category):** Parking Lot

**Property Type (City Proposed):** Properties for Sale

**Current Zoning:** Heavy Manufacturing

**Proposed Sale/Estimated Current Value:** Approximately \$456,000

**Proposed Sale Date:** Following the approval of the PMP

**Date of Estimated Current Value:** September 1, 2013

**Estimate of Income Revenue:** None

**Contractual Requirements for Use of Income/Revenue:** None

**History of Environmental Contamination, Studies, and/or Remediation, and Designation as a Brownfield Site:** None

**Advancement of Planning Objectives:** This site is part of a larger shopping center. It provides parking to surrounding businesses.

**History of Previous Development Proposals:** This site is part of a larger retail development. There have not been any specific proposals for development of the site; however, nearby businesses have expressed interest in purchasing the lot to be maintained as parking.

As mentioned, this parking lot is part of a larger retail center. Currently, the lot is being used by the surrounding businesses for parking. The Successor Agency is not obligated by any contract or code to maintain this lot or provide parking to the nearby businesses. As such, the Successor Agency will seek to sell the property. If a nearby business expresses interest in purchasing the lot, the Successor Agency will give preference to them over a buyer on the open real estate market. If no

interested party steps forward, the Successor Agency will place the property on the market and allow the market to dictate the final selling price.

In order to estimate the value of the subject property, a comparable sales analysis has been conducted and is shown below:

Comparable Analysis - South Gate Parking Lot

	Property Address	PropertyType	Proposed Use	Sale Date	Acres	Sale Price	Price/AC
	7641 S Santa Fe Ave Huntington Park	Land	Commercial	1/28/2011	0.15	\$132,000	\$865,007
	1500 E 22nd St Los Angeles	Land	Commercial	12/21/2012	0.09	\$90,000	\$957,447
	6348 Seville Ave Huntington Park	Land	Mixed Use	3/19/2013	0.52	\$600,000	\$1,152,295
Subject	5821 Firestone South Gate	Land	Heavy Manufacturing	Not Listed	0.46	\$ 456,128	\$991,583

The three properties included in the analysis all sold recently in areas in relatively close proximity to South Gate. They are all vacant land but zoned commercial or mixed use. Taking the average price per acre of the three properties, you get a price per square foot of \$991,583, making the value of the subject property \$456,128. This is a reasonable estimate for the South Gate property given its location within a large shopping center and the appeal it might have for nearby businesses. On the other hand though, the actual selling price could be lower because the subject property may not have much potential beyond a parking lot.

**MAIN AND GARFIELD PARKING  
LOT (PROPERTY 13)**

**Address:** *No Situs.*

**APN:** 6243 009 901

**Lot Size:** 0.15 Acres

**Acquisition Date:** September 23, 1977

**Value at Time of Purchase:** Not known

**Purpose of Acquisition:** *Provide parking facilities to nearby commercial uses*

**Property Type (City Proposed):**  
*Properties for Sale*

**Current Zoning:** *Multiple Residential*

**Proposed Sale/Estimated Current Value:** \$0 - \$110,000

**Proposed Sale Date:** *Following the approval of the PMP*

**Date of Estimated Current Value:** September 1, 2013

**Estimate of Income Revenue:** *None*

**Contractual Requirements for Use of Income/Revenue:** *None*

**History of Environmental Contamination, Studies, and/or Remediation, and Designation as a Brownfield Site:** *None*

**Advancement of Planning Objectives:** *Provide parking to nearby commercial uses*

**History of Previous Development Proposals:** *None*

*The subject property is currently being used as public parking for surrounding commercial uses. However, this property is not located in a designated Parking District like properties discussed earlier in the PMP so the Successor Agency is not required to transfer the property to the City for continued public parking use. As such, the Successor agency desires to sell the subject property.*



In order to estimate the value of the property, a comparable sales analysis has been shown below:

Comparable Analysis - Residential Parking Lot

	Property Address	PropertyType	Proposed Use	Sale Date	Acres	Sale Price	Price/AC
	8124 Seville Ave South Gate	Land	Residential	1/25/2011	1.73	\$240,000	\$138,728
	5595 Gardendale St South Gate	Land	Residential	6/24/2013	0.34	\$455,000	\$1,338,235
Subject	Main and Garfield South Gate	Parking Lot (zoned R3)	Residential	Not Listed	0.15	\$ 110,772	\$738,482

Source: CoStar, August 2013

The subject property is essentially vacant land that is currently zoned residential. Two recent comparable residential land sales within the City of South Gate are shown in the table above. The average price per acre for the two properties is \$738,482, which is a reasonable estimate for the subject property. This would result in an estimated value of about \$110,000. However, the actual sales price could be lower because the eventual use is not known at this time and the property is relatively small for residential development. The real estate market will determine a fair market value at the time of sale.

**Properties Retained for Purposes of Fulfilling an Enforceable Obligation**

There are no properties to be retained for the purpose of fulfilling an Enforceable Obligation, as defined in the Dissolution Act.

BYRON WESTON  
XEROGRAPHIC  
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## **ATTACHMENTS**

- 1 - Property Inventory Data (DOF Form)
- 2 - Operating agreement with the Human Services Association
- 3 - Resolution No. 2663
- 4 - Resolution No. 3049
- 5 - Ordinance No. 1129

Successor Agency: South Gate  
County: Los Angeles

LONG RANGE PROPERTY MANAGEMENT PLAN - PROPERTY INVENTORY DATA

No.	Property Type	Permitted Use	Permissible Use Detail	Acquisition Date	Value at Time of Purchase	Estimated Current Value	Value Basis	Date of Estimated Current Value	Proposed Sale Value	Proposed Sale Date	Purpose for which property was acquired	Address	APNs	Lot Size (Acres)	Current Zoning	Estimate of Current Parcel Value	Estimate of Replacement	Conservation Requirements for Use of Recreational Use	History of environmental contamination, whether or not remediated, or integration as a brownfield site	Description of property's potential for future reuse/development	Assessment of potential of the property to be used for	History of previous development (owner and activity)
1	Parking Lot/Structure	Governmental Use	City Hall Parking Lot	04/05/1985	\$0	\$0	None	September 15	NA	NA	City Hall Parking Lot	001101 0000 000	0.140550	0-140550			None	None	None	None	None	None
2	Parking Lot/Structure	Governmental Use	City Hall Parking Lot	04/05/1985	\$48,000	\$0	Market	September 15	NA	NA	City Hall Parking Lot	001101 0000 000	0.140550	0-140550			None	None	None	None	None	None
3	Parking Lot/Structure	Governmental Use	City Hall Parking Lot	04/27/1991	\$0	\$0	Market	September 15	NA	NA	City Hall Parking Lot	001101 0000 000	0.140550	0-140550			None	None	None	None	None	None
4	Lot/Building	Governmental Use	City Hall Parking Lot	04/27/1991	\$200,000	\$0	Market	September 15	NA	NA	City Hall Parking Lot	001101 0000 000	0.140550	0-140550			Cost of utilities and maintenance for building in exchange for use	None	None	None	None	None
5	Other	Governmental Use	Not property with PMP approval	000000	Not known	\$0	Market	September 15	Marketed to sell	2007 PMP approval		001101 0000 000	0.140550	0-140550	\$1,000,000							
6	Parking Lot/Structure	Governmental Use	Pyramint District Lot	04/14/1988	Not known	\$0	Market	September 15	NA	NA	1/2 mile parking district (8 parking)	7000 Western Blvd	0022701 002	1.150250	\$0	\$0/NA	None	None	This site has a listing under parcel 0022701 002 of parcel 0022701 002 for parking value study. The subject property is being held for parking value study and listing rights to the Regional Board shall expire based on a semi-annual basis.	Private public parking within the Parking and Business Improvement District	None	
7	Parking Lot/Structure	Governmental Use	Pyramint District Lot	08/29/1982	Not known	\$0	Market	September 15	NA	NA	1/2 mile parking district (8 parking)	3828 Madison Ave	0021974 000	1.10031150	\$0	\$0/NA	None	None	Private public parking within the Parking and Business Improvement District	None		
8	Parking Lot/Structure	Governmental Use	Pyramint District Lot	08/29/1982	Not known	\$0	Market	September 15	NA	NA	1/2 mile parking district (8 parking)	3820 San Juan Ave	0021974 010	1.119380	\$0	\$0/NA	None	None	Private public parking within the Parking and Business Improvement District	None		
9	Parking Lot/Structure	Governmental Use	Pyramint District Lot	08/29/1982	Not known	\$0	Market	September 15	NA	NA	1/2 mile parking district (8 parking)	3824 San Juan Ave	0021974 010	1.11937150	\$0	\$0/NA	None	None	Private public parking within the Parking and Business Improvement District	None		
10	Parking Lot/Structure	Governmental Use	Pyramint District Lot	11/18/1982	Not known	\$0	Market	September 15	NA	NA	1/2 mile parking district (8 parking)	3828 Alhambra Ave	0021974 000	1.129380	\$0	\$0/NA	None	None	Private public parking within the Parking and Business Improvement District	None		
11	Parking Lot/Structure	Governmental Use	Pyramint District Lot	04/01/1988	Not known	\$0	Market	September 15	NA	NA	1/2 mile parking district (8 parking)	3827 Bryant Ave	0021974 001	1.109380	\$0	\$0/NA	None	None	Private public parking within the Parking and Business Improvement District	None		
12	Parking Lot/Structure	Governmental Use	Pyramint District Lot	02/15/1981	Not known	\$0	Market	September 15	NA	NA	1/2 mile parking district (8 parking)	3828 San Miguel Ave	0021974 000	1.10931150	\$0	\$0/NA	None	None	Private public parking within the Parking and Business Improvement District	None		
13	Parking Lot/Structure	Governmental Use	Pyramint District Lot	08/27/1982	Not known	\$0	Market	September 15	NA	NA	1/2 mile parking district (8 parking)	1013 San Antonio Ave	0022001 000	1.10931150	\$0	\$0/NA	None	None	Private public parking within the Parking and Business Improvement District	None		
14	Parking Lot/Structure	Governmental Use	Pyramint District Lot	02/18/1988	Not known	\$0	Market	September 15	NA	NA	1/2 mile parking district (8 parking)	1108 San Antonio Ave	0022001 000	1.10931150	\$0	\$0/NA	None	None	Private public parking within the Parking and Business Improvement District	None		
15	Commercial	Use of Property	Self property with PMP approval	07/11/1978	Not known	\$0	Market	September 15	Marketed to sell	2007 PMP approval	Commercial development	7918 Long Beach Blvd	0022010 000	0.332080	\$0	\$222,500	\$1,000 per month	None	None	This site is subject to Title 22 zoning ordinance that requires a minimum 1000 sq ft of parking for each 1000 sq ft of commercial use.	Commercial development to provide parking	None
16	Commercial	Use of Property	Self property with PMP approval	07/11/1978	Not known	\$0	Market	September 15	Marketed to sell	2007 PMP approval	Commercial development	7918 Long Beach Blvd	0022010 001	0.332080	\$0	\$222,500	\$1,000 per month	None	None	The subject property has been subject to a comprehensive zoning ordinance that requires a minimum 1000 sq ft of parking for each 1000 sq ft of commercial use.	Commercial development to provide parking	None
17	Parking Lot/Structure	Use of Property	Self property with PMP approval	08/23/1988	Not known	\$0	Market	September 15	Marketed to sell	2007 PMP approval	Remediate the site and provide parking	"No Site Address"	0022000 000	0.738000	\$0	\$211,000	\$0/NA	None	None	The subject property has been subject to a comprehensive zoning ordinance that requires a minimum 1000 sq ft of parking for each 1000 sq ft of commercial use.	Remediate the site and provide parking	None
18	Parking Lot/Structure	Use of Property	Self property with PMP approval	05/18/1984	Not known	\$446,000	Market	September 15	Marketed to sell	2007 PMP approval	Commercial development	1621 Freedom Blvd	0022000 000	0.480000	\$400,000	\$0/NA	None	None	None	Commercial development to provide parking	None	

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OPERATING AGREEMENT FOR WESTSIDE RESOURCE CENTER

This **OPERATING AGREEMENT FOR WESTSIDE RESOURCE CENTER** ("Agreement") is made and entered into as of April 1, 2007, by and between the **CITY OF SOUTH GATE**, a California municipal corporation (hereinafter referred to as the "City"), and the **HUMAN SERVICES ASSOCIATION**, a California non-profit corporation (hereinafter referred to as the "Operator").

RECITALS

A. The City currently owns property commonly known as the Westside Community Resource Center at 9200 State Street in South Gate, California ("Resource Center"); and

B. The City does not, at this time, have adequate resources to continue operation of this Center or for provision of services from the Center; and

C. The City recognizes the value of public/private partnerships between local government and community based non-profit organizations, and in furtherance thereof desires to create such a partnership to ensure the continued operation of the Resource Center and the services provided at this community facility; and

D. The Operator represents and warrants that it is a California non-profit corporation duly organized and operating under the laws of the State of California and that it has the qualifications, experience, and fiscal resources to operate the Resource Center and to provide the services properly and timely as stipulated within this Agreement; and

E. The Operator agrees to operate the Resource Center, to make available and provide the Services to all residents, and to abide by the City's non-discrimination policies and applicable laws and regulations as may apply to the performance and provision thereof.

**NOW, THEREFORE**, the City and the Operator agree as follows:

1. **SCOPE OF THE OPERATOR'S SERVICES.** The Operator agrees to provide programs, services, referrals and to perform the tasks necessary for operation of the Resource Center as more fully set forth and described in this Agreement, in particular the Scope of Work, Section 10 (referred to as "Services" or "Scope of Work"). The Scope of Work may be amended from time to time by way of a written directive from the City.

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

3. **COMPENSATION FOR SERVICES.** During the Term of this Agreement and in no cost to the City, the Operator shall provide programming and custodial services necessary for proper and complete operation of the Resource Center as further described in the Scope of Work.

3.1 **Third Party Funding.** The Operator is allowed and encouraged to seek grant funding, donations and sponsorships for the purposes of supporting operations and programs. Such funding may include funding from the Los Angeles Universal Preschool ("LAUP") and other funding provided pursuant to or from sources related to California Children and Families Act of 1998, Health and Safety Code Section 130100, *et seq.* implementing the Children and Families First Initiative passed by the California electorate in November, 1998 and establishing the state California Children and Families Commission and providing for establishment in each county of Children and Families Commissions, which facilitate creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development.

3.2 **Reasonable Fees to Participants for Services.** In connection with provision of the Services, the Operator may, at its discretion, charge reasonable fees for the programs and to the participants for Services offered and received.

3.3 **City Participation.** In connection with the operation of the Resource Center, the City will provide certain services as outlined within the Scope of Work at no cost to the Operator.

3.4 **No Additional Compensation or Funding Committed by City.** Except as provided in this Agreement, nothing in this Agreement requires or shall be construed to require city to pay or provide any other or additional compensation for any other expenses incurred or services or programs offered at or through the Resource Center, unless first approved by the Director.

4. **MONTHLY LICENSE FEE FOR UTILITIES AND MAINTENANCE.** The following financial responsibilities shall exist between the parties which are subject to the annual review and adjustment as further described herein:

4.1 **Operator Payment of License Fee for Utilities and Maintenance.** The Operator shall pay to City a monthly license fee of One Thousand Dollars (\$1000) ("License Fee"), which License Fee funds will be expended by the City each month during the Term toward provision of and payment for utilities and maintenance costs for the Resource Center facility (together, "Monthly Utilities/Maintenance Costs").

4.2 **Annual Review of Monthly Utilities/Maintenance Costs and Adjustment of License Fee.** Annually, as part of the required review of this Agreement, the Monthly Utilities/Maintenance Costs described in Section 4.1 and paid for through the License Fee shall be reviewed and a reasonable and justified adjustment made to the monthly License Fee, as warranted to ensure that the Monthly Utilities/Maintenance Costs are covered for payment and/or reimbursement by Operator's payment of the License Fee. In the event that the City and the Operator agree to transfer responsibility for one or more of the Monthly Utilities/Maintenance Costs to the Operator, then commensurately an appropriate, reasonable, and warranted adjustment to the License Fee shall be made, so as to avoid any double payment for eligible Monthly Utilities/Maintenance Costs.

4.3 **Conservation re Monthly Utilities Costs; Reasonable Use, Wear/Tear from Use of Resource Center Facility.** Both the Operator and the City recognize that conservation of Monthly Utilities/Maintenance Costs, including water and electricity conservation and reasonable use and wear/tear of the Resource Center, are responsible behaviors, both socially and financially, and that appropriate conservation efforts and good operational practices by the Operator are in the best interest of both the City and Operator. The Operator shall work with the Director to ensure that

best efforts are made to conserve utilities, to preserve vital resources, and that Operator will use best management practices to keep reasonable, with an objective to reduce, the Monthly Utilities/Maintenance Costs. In this regard, Operator will use best management practices related to the day to day operation of the Resource Center facility.

## 5. GENERAL TERMS AND CONDITIONS.

5.1 **Term.** This Agreement shall have an initial term of eight (8) years subject to annual reviews as further described in subsection 5.1, with up to two additional one-year extensions/renewals each for a one (1) year period, with each renewal also subject to annual review as further described in subsection 5.1, for a cumulative term of this Agreement up to ten (10) years ("Term").

5.1.1 **Annual Review.** Notwithstanding the initial eight-year term of this Agreement, the performance and terms of this agreement, in particular the License Fee and Monthly Utilities/Maintenance Costs shall be reviewed annually by the parties. Representatives from the City and Operator shall meet for each annual review within sixty (60) days prior to the end of each year of operation of the Resource Center during the Term for an annual review of operations, costs, and all matters related to this Agreement. Therefore, within sixty (60) days prior to the end of each one-year period under the up to ten-year Term, the parties shall meet and confer to evaluate the provision of Services, the operation of the Resource Center, the financial status of the operations, the success of performance under this Agreement, and the terms of this Agreement to evaluate operations and to determine if the financial provisions relating to the amount of the License Fee and the Monthly Utilities/Maintenance Costs are appropriate, and to determine if other changes, modifications, or amendments are indicated as a part of the renewal, or if this Agreement should be mutually terminated. If no such action is taken, the Agreement shall expire and terminate by the terms of this Section 5 under this Agreement at the end of the initial eight-year term. During the sixty (60) day period prior to the expiration of each year during the Term, the parties acknowledge and agree that either party may elect to terminate and not renew this Agreement. During the applicable period of the Term, the Director and Operator may from time to time, approve amendments and addendums to this Agreement to meet changing needs within the overall intent of this Agreement.

6. **RIGHTS AND OBLIGATIONS WITH RESPECT TO LOS ANGELES UNIVERSAL PRESCHOOL.** City acknowledges that Operator is the recipient of a grant from Los Angeles Universal Preschool ("LAUP"), which grant has been offered to assist Operator's establishment of a preschool for children 0-5 years of age as a part of this Agreement and within a limited portion of the Resource Center facility, specifically in classrooms A and B ("LAUP Preschool"). The parties acknowledge that LAUP is an intended third party beneficiary of this Agreement during the Term of this Agreement for which LAUP provides funding to the Operator for the LAUP Preschool at the Resource Center. City further acknowledges that LAUP has a vested interest in the establishment and continuance of the LAUP Preschool at the Resource Center. As a condition to the making of the grant by LAUP to the Operator and as conditions subsequent under this Agreement related to Operator's operation of the Resource Center, the parties agree to the following related to the ongoing operation of the LAUP Preschool in part of the Resource Center:

6.1 **Notice to LAUP.** During the Term of this Agreement that LAUP is providing funding to the Operator for the LAUP Preschool at the Resource Center, City and Operator each agree that in the event one party provides a notice of default to the other party under this Agreement, the non-defaulting party shall also send a copy of the notice of default to LAUP by

certified or registered mail, return receipt requested. If the notice is a notice of default by City to Operator, it shall be marked: "Notice to LAUP of Tenant Default", and be transmitted concurrently with the notice of default by City to Operator. The copy of the notice of default shall be addressed to: LAUP, 750 N. Alameda Street, Suite 200, Los Angeles, CA 90012 or such other address last furnished in writing by LAUP to City and Operator. No notice of default by City or Operator to the other party shall be deemed to have been given unless and until a copy thereof shall have been transmitted to LAUP pursuant to this Section 6.1.

**6.2 No Acceptance of Notice of Abandonment.** Subject to Section 6.1 above, City shall not accept Operator's abandonment of the Resource Center or operation of the LAUP Preschool unless and until it gives LAUP thirty (30) days written notice of the same.

**6.3 LAUP's Assumption Rights of Operator for Operation of LAUP Preschool at Resource Center.** If, for any reason, (a) Operator defaults under this Agreement and fails to cure such default within the cure period provided under this Agreement, or (b) this Agreement is deemed invalid, terminated or unenforceable by operation of law, declaration of rights or judgment of a court of competent jurisdiction, then, in each instance, LAUP (but not any assignee of LAUP) shall have the right, but not the obligation, to assume all responsibilities of the Operator under this Agreement in writing (each instance, "LAUP's Assumption Right"). LAUP's right to assume this Agreement is subject to the terms and conditions set forth below in this Section 6.3. In the event of LAUP's exercise of its LAUP's Assumption Right, LAUP shall enter into an assumption agreement in a form approved by the Director and the City Attorney pursuant to Section 6.3.4 below.

**6.3.1 Offer Notice.** Within five (5) business days after the occurrence of either 6.3 (a) or (b) above, the City shall give written notice to LAUP that extends an offer to LAUP to exercise within ten (10) business days of the date of such notice LAUP's Assumption Right ("Offer Notice"). During the 10-business day period of the Offer Notice, City agrees it shall not lease, transfer, encumber, use or otherwise disturb the LAUP Preschool.

**6.3.2 LAUP Exercise Right.** Within the ten (10) business-day Offer Notice period, LAUP shall elect whether to exercise the LAUP Assumption Right and shall notify City in writing if LAUP so elects to assume this Agreement ("Acceptance of Offer Notice"). The Acceptance of Offer Notice shall include an assumption date, which date shall be no later than thirty (30) days of the date of the Offer Notice. The Acceptance of Offer Notice shall be delivered timely by LAUP to the City, and from and after the assumption date identified in such notice LAUP shall be deemed to have assumed this Agreement, subject to entering into the assumption agreement described in Section 6.3 above.

**6.3.3 Non-Election.** If LAUP does not elect or provide its Acceptance of Offer Notice within the 10-business day period, then City may exercise any rights and remedies it may have under this Agreement against the Operator and LAUP's Assumption Right with respect to such event that triggered LAUP's Assumption Right shall terminate (provided that such termination shall not effect future LAUP Assumption Rights, if any.)

**6.3.4 Assumption and Amendment Agreement(s).** If LAUP exercises LAUP's Assumption Right and provides timely Acceptance of Offer Notice, then within five (5) business days after the giving of such notice LAUP and City shall negotiate the terms of and enter into an assumption agreement and amendment of this Agreement which may be one contract or two

contracts) wherein LAUP shall assume Operator's rights and obligations under this Agreement from and after the assumption date with terms and provisions substantially the same as this Agreement, including the following: (a) the Term and the renewal rights thereof shall be at least as long as the remaining Term under this Agreement (the remaining one-year terms of the Term), (b) the License Fee and other monies payable by the City to LAUP, as successor Operator, shall not be more than the compensation under this Agreement, and (c) all other material terms, including the economic provisions hereof, under the new agreement shall not be materially different than under this Agreement.

**6.4 Termination of Operator's Rights Subject to Right of Cure and Performance by LAUP.** City shall not terminate the rights of Operator under this Agreement or otherwise end the operation of the LAUP Preschool without first also giving written notice to LAUP ("Notice to Terminate"). The Notice to Terminate shall contain a list of all current conditions and reasons for such termination. LAUP shall have ten (10) business days after receipt of the Notice to Terminate to remedy any and all defaults that can be remedied with the payment of money and thirty (30) business days to remedy all other non-monetary defaults (provided that such period shall be extended by a reasonable time if it can not be remedied within 30 business days and LAUP commences and diligently pursues such remedy to completion) listed in the Notice to Terminate. LAUP is not obligated in any way to remedy any of the defaults not identified in the Notice to Terminate, however, LAUP can, in its sole discretion, act on behalf of the Operator to maintain this Agreement by remedying the identified defects. City agrees to allow LAUP the opportunity to remedy this Agreement within the stated time period and agrees not to withhold its consent unreasonably.

## **7. RIGHTS OF TERMINATION; DEFAULT.**

**7.1 Termination Without Cause.** Except as limited by and subject to the rights of LAUP under Section 6 above, both and either the City and the Operator may terminate this Agreement, without cause, by giving the other party ninety (90) days written notice of such termination and the effective date thereof (with copy of the notice of termination also provided to LAUP).

**7.1.1 Removal of Operator Improvements and FF&E.** In the event of termination without cause, the Resource Center facility, including all improvements, furnishings, fixtures, and equipment (FF&E), shall be returned to their original condition (normal wear and tear excused). Further, all of the Operator's moveable FF&E and materials shall be removed at the Operator's sole cost and expense within the 90-day termination period, unless otherwise agreed to by the City.

**7.1.2 Scheduled Compensation for Approved Improvements.** In the event the City terminates this Agreement without cause, the Operator may be entitled to receive compensation for improvements made to the Resource Center on a prorated and depreciated basis; provided that prior to Operator having installing any improvements to the Resource Center the Operator shall have obtained from the City consent to make such improvements. In connection with consideration and approval of any improvements to the Resource Center, the City and Operator shall establish an approved cost and pro-ration schedule as a condition precedent to installation of such improvements and for such improvements to be eligible for scheduled compensation and reimbursement. In the event the Operator terminates this Agreement without cause, Operator is not

eligible for any scheduled compensation or reimbursement for improvements (including any approved improvements).

**7.2 Termination for Cause; Default.** A default under this Agreement exists if either the Operator or the City fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Operator or the City violates any of the covenants, provisions, or stipulations of this Agreement. In the event of default, the non-defaulting party shall provide notice of default to the defaulting party, which notice shall identify the nature of the default. The non-defaulting party shall have the right to include in the notice of default notice of its intention to terminate the Agreement. The defaulting party shall have ten (10) days to cure the default, and if the default is not cured within the ten-day period, then the non-defaulting party may pursue any and all remedies available at law or equity for such default. If the notice of default also included a notice of termination, then this Agreement shall be deemed terminated ten (10) days after the cure date, unless otherwise agreed in writing by the parties. Either party terminating the Agreement for cause must show reasonable efforts to resolve said violations or failures prior to submittal of notice of termination.

### **8. GENERAL PROVISIONS.**

**8.1 Non-Assignability.** The Operator shall not assign or transfer any interest in this Agreement without the express prior written consent of the City, which consent may be provided in City's sole, reasonable discretion.

**8.2 Non-Discrimination.** The Operator shall not discriminate as to race, creed, gender, color, national origin, or sexual orientation in the provision of Services or otherwise in its performance under this Agreement.

**8.3 Compliance with Laws.** The Operator shall comply with all applicable laws, ordinances and codes of the Federal, State, County, and City governments.

**8.4 Insurance.** The Operator shall submit to the City certificates indicating compliance with the following minimum insurance requirements along with evidence that the City is named as an additional insured for each policy and type of coverage. The Operator shall provide certificates of insurance and endorsements no less than one (1) day prior to its beginning of performance under this Agreement:

(a) **Workers Compensation Insurance** as required by law. The Operator shall require all contractors and subcontractors similarly to provide such compensation insurance for their respective workers.

(b) **Comprehensive general and automobile liability insurance** protecting the Operator in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000.

(c) Each such policy of insurance shall:

(i) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City, and name the City as an additional insured.



(ii) Name and list as additional insured the "City of South Gate, a California municipal corporation, and its elected and appointed officials, employees, agents, and affiliates."

(iii) Specify its acts as primary insurance.

(iv) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

(v) Cover the operations of the Operator pursuant to the terms of this Agreement.

**3.5 Indemnification.** Operator agrees to defend (with counsel approved by the City), hold harmless, pay for, and indemnify the City and its elected and appointed officials, employees, agents, and affiliates, for any and all loss or liability of any nature whatsoever arising out of or in any way connected with Operator's performance (including inaction) of this Agreement, including loss or liability caused by the City's negligence, except loss or liability caused by the City's sole willful conduct or active negligence.

**3.6 Compliance with Applicable Law.** The Operator and the City shall comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

**3.7 Independent Contractor.** This Agreement is by and between the City and the Operator and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Operator. Operator warrants that all of Operator's staff shall be cleared for criminal background checks and that none of the staff shall have been convicted of any felony, or convicted of any offense involving a minor.

**3.7.1** The Operator shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officials, officers, or employees shall have any control over the conduct of the Operator, or any of the Operator's employees, except as herein set forth, and the Operator expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Operator is and shall at all times remain to the City a wholly independent contractor and the Operator's obligations to the City are solely such as are prescribed by this Agreement.

**3.8 Legal Construction.**

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of

construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

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

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

**3.9 Counterparts.** This Agreement may be executed in counterparts and as so executed shall constitute an Agreement which shall be binding upon all parties hereto.

**3.10 Corrections.** In addition to the above indemnification obligations, the Operator shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Operator's report or plans. Should the Operator fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Operator.

**3.11 Waiver; Remedies Cumulative.** Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

**3.12 Mitigation of Damages.** In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

**3.13 Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**3.14 Attorneys' Fees.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, or with all matters arising out of or connected therewith, including fees spent in connection with any action brought by any party hereto to enforce this Agreement.

**3.15 Entire Agreement.** This Agreement constitutes the whole agreement between the City and the Operator, and neither party has made any representations to the other except

as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Operator.

**3.16 Notices.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

**TO CITY:** Paul L. Adams, Director of Parks & Recreation  
City of South Gate  
4900 Southern Avenue  
South Gate, CA 90280  
TEL (323) 563-5478

**TO OPERATOR:** Susanne Sundberg, Executive Director  
Human Services Association  
6800 Florence Avenue  
Bell Gardens, CA 90201-4958

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

**3.18 Binding Nature.** This Lease shall be binding on all the parties' respective successors and assigns.

## **9. CITY RESPONSIBILITIES.**

**9.1 Resource Center Facility.** The City shall provide license and exclusive use of the Resource Center to the Operator for the purpose of providing community recreation and youth and family assistance programs and services targeted primarily for residents of the City of South Gate. With the exception of certain planned improvements already identified for the Resource Center by the City, the building and all appurtenant facilities are provided under this Agreement in their current, "as is" condition and the City shall not be responsible to construct, pay for, or otherwise provide any other or additional improvements to the Resource Center whether requested or required by the Operator.

**9.2 Repairs to Resource Center.** The City shall provide repairs to the existing structures and facility amenities as required by normal use and from causes not resulting from misuse by the Operator or their clients. If a repair is considered minor (under \$200), or, in the event that the Operator may more cost effectively complete a repair, the City may elect to allow the Operator to complete such repair.

**9.3 Preventative Maintenance.** The City will, on its own schedule, provide such preventative maintenance to the Resource Center as required to prevent breakdowns of equipment and reduce overall maintenance costs to the City. The City and its designated staff shall at all times, have access to the Resource Center facilities for the purpose of inspection, repair, and maintenance.

**9.4 Elective Additional Maintenance and Repairs.** The City may, at its sole discretion, provide elective maintenance or repairs to correct damage to the facilities caused by the Operator's (or its clients') negligence or misuse. In such cases, the City may elect to charge the Operator only the direct cost of such repairs.

**9.5 Facilities Alarms.** The City shall provide keys and alarm codes to the Operator to allow the Operator's employees adequate access to the Resource Center. The City shall maintain the existing alarm service for both facilities, with such expense eligible as and a part of the Monthly Utilities/Maintenance Costs and payable with the License Fee pursuant to Section 4 above. All City key and security policies will be provided to, and shall be complied with by, the Operator.

**9.6 City Access.** The City reserves the right to enter the facilities at any time for the purpose of inspection or for the purpose of fulfilling its responsibilities under this Agreement.

**9.7 No Other City Responsibilities.** No other services will be provided by the City unless otherwise agreed to by the Director.

## **10. SCOPE OF WORK; OPERATOR SERVICES.**

**10.1 Operator Responsibilities.** The Operator shall be responsible for all aspects of maintenance and operation of the Resource Center. The Operator shall provide all Services and shall operate all programs at the Resource Center, except those responsibilities specifically designated above in Section 9.

**10.2 Programs to be Offered.** The Operator will provide, either through their own resources or through partnerships with other agencies or subcontracts, the following programs at both Resource Center:

**10.2.1 LAUP Preschool Program.** The Operator shall provide and operate the LAUP preschool from and at the Resource Center in Classrooms A and B.

**10.2.2 Other Preschool Programs.** The Operator shall provide and operate from and at the Resource Center preschool programs. This service can be provided either in the form of the LAUP Preschool, if funded by LAUP, or if not funded by LAUP, a licensed preschool operation or as development classes for preschool aged children with a goal of developing school preparation and life skills. The cost of the program should be subsidized to maintain an affordable fee structure comparable to other similar programs in the community. Financial assistance programs are encouraged.

**10.2.3 Exclusivity of LAUP Preschool.** Consistent with the Operator's grant agreement for the LAUP Preschool, Classrooms A & B, designated as the LAUP Preschool, shall be designed and maintained to meet all licensing requirements as determined by Department of Social Services (DSS) and be used exclusively for LAUP Preschool activities during the hours of 8:00 a.m. to 5:00 p.m. every Monday through Friday, with the exception of legal holidays.

**10.2.4 After School Homework Assistance.** This service is to be provided at the Resource Center every day that local LAUSD schools are in session. The programs shall be open to all interested children, grades K-8 at no cost to the participants. The Operator may require that participants sign in or register for record keeping purposes. A reasonable limit may be set for the

total number of participants to be served on a given day. Standards for staffing ratios and staff qualifications shall be approved by the City.

**10.2.5 Family Services and Assistance Programs.** The Operator shall make available a variety of family services and assistance programs through the Resource Centers. These programs shall be low cost or free and the nature of which shall be determined by the operator through needs assessment and from recommendation of the Neighborhood Advisory Committee. These programs should address specific social or educational needs or provide professional services that address quality of life issues for residents in the surrounding community.

**10.2.6 Additional Services.** After meeting the Services requirements stipulated above, the Operator is allowed and encouraged to provide a variety of additional recreational and community service programs through the Resource Centers. These Services and programs may be fee based to assist with operating cost recovery and should reflect the needs and desires of the surrounding community.

**10.3 Conflict of Services.** In the event that the City, for reasons of its own determination, may find a program, service or use to be in conflict with the purposes, policies, rules or regulations or that a service may be limited by statute or law due to the City's participation in this agreement, the City may exercise a final right of refusal on any and all activities and uses of the facilities by the operator, its partners, sub-lessees or participants.

**10.4 Partnerships and Sub-Leases.** In order to provide for the most efficient use of the Resource Center in providing Services to the community, the Operator is allowed and encouraged to involve other agencies, organizations and individuals, through a variety of means, to participate in providing services through the center. In this effort, the City shall allow the Operator the greatest latitude reasonably practicable in arranging such agreements. Any such agreement, sub-lease or contract shall be subject to approval by the Director as to meeting the terms and intent of this Agreement. At no time, shall the Operator be allowed to enter into any agreement or partnership that shall exceed the rights and privileges granted in this Agreement.

**10.4.1 Partnerships.** Partnership agreements may be established with other non-profit organizations for the purpose of providing the Services as stipulated in this Agreement. Such partnerships may include provisions for the partner organization to provide all or part of the Services or cash payments to the Operator to assist with the overall operation and maintenance of the Resource Center facility based upon actual costs and the partner's use of the facility. Any such partnership with the City shall be negotiated as an agreement separate from this Agreement.

**10.4.2 Sub-Leases.** Sub-leases to other non-profit or private businesses may be established with the approval of the Director. Such sub-leases must meet existing zoning requirements and may not exceed or violate the terms of this Agreement. In the event that the Operator desires to establish a sub-lease that does not contribute to the Operator's specified mission or to the program goals of the Resource Center under this Agreement, the Operator must show that such a use will not detract from or interfere with the Operator's primary programs and provision of the Services and that the establishment of such a sub-lease shall provide significant and necessary contributions to the Resource Center's overall operation. Sub-leases for community service programs within the scope identified in this Agreement shall be limited to a reasonable contribution to the actual operating costs of the portion of the Resource Center being so sub-leased.

BYRON WESTON  
XEROGRAPHIC

**10.5 Resource Center Facility Use Rentals.** The Operator may, on a space available basis, offer a part of the Resource Center facilities for rental to other community organizations or individuals, subject to Classrooms A and B being operated for the LAUP Preschool, provided however, prior to offering such rentals, the Director must approve the Operator's rules and regulations related to each such rental. A schedule of fees shall be established that reflects a reasonable portion of the operating costs associated with such use and rental. The Operator shall be fully responsible for any damage done to the facilities through such uses and rentals.

**10.6 Neighborhood Advisory Committee.** In order to assure that the Resource Center continues to be programmed on a basis of the needs of the surrounding community, the Operator shall establish a Neighborhood Advisory Committee of not less than five (5) South Gate residents that participate in the Resource Center and planning for provision of Services and other programs. This Committee shall be appointed by the Operator's Board of Directors and shall meet at least six (6) times annually to evaluate and provide recommendations regarding the Services provided and programs offered at the Center. If desired, operating by-laws for this Neighborhood Advisory Committee may be established by the Operator's Board of Directors with approval by the Director. This Committee shall be a function of the Operator and shall not be subject to the Brown Act requirements of governmental bodies. Dates and times of regular meetings of the Committee shall be publicized at the Center and all regular meetings shall be open to the public. The Director or his representative shall be notified of all Committee meetings and shall be allowed to attend all meetings as an observer and resource, but will not be considered a member of the committee.

**10.7 Reporting Requirements.** The Operator shall be responsible for providing documentation to the City of its Services and all other activities at the Resource Center as follows:

**10.7.1 Annual Report.** The Neighborhood Advisory Committee shall prepare and present an annual report to the Operator's Board of Directors or stipulated committee of the Board and to the City's Parks & Recreation Commission regarding the accomplishments of the Resource Center over the past year and recommendations for additional programs prior to the annual review meeting and renewal of this Agreement pursuant to Section 4.2.

**10.7.2 Attendance and Participation.** A quarterly report indicating total attendance and participation in the Services offered and conducted at the Resource Center separated by program shall be provided to the Director. This report shall be presented to the City's Parks & Recreation Commission at their next available meeting after receipt of each quarterly report.

**10.7.3 Additional Reporting.** The Director may request any such additional information or documentation as he feels necessary to properly evaluate the performance of the Operator under the terms of this Agreement or of the public benefits and appropriateness or effectiveness of the Services provided and programs offered.

**10.3 Screening of Workers.** All employees, subcontractors and employees of subcontractors, and volunteers shall be screened by the Operator prior to start of work or provision of any of the Services at the Resource Center, including live scan fingerprint check through the Department of Justice. Live scan services may be provided to the Operator through various third party providers.

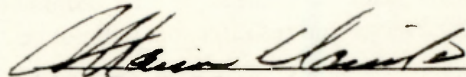
**10.9 City Use of Facilities.** The City may, subject to availability, utilize space in the Resource Center to hold public meetings, events and activities in the performance of its

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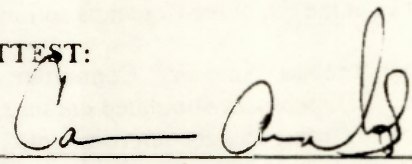
governmental duties at no cost to the City. In this case, the City shall work with the Operator in scheduling these meetings as to not interfere with the Operator's provision of Services. If such meeting is held, the City shall provide all staffing and resources required for setup, supervision and clean up of the event. If the City so chooses and with the consent of the Operator, the City may elect to have the Operator provide such staffing at the City function for a fee that reflects the true cost incurred and staffing provided. In the case of a declared emergency, the City may, without notice or authorization, assume control of the Resource Center for the purpose of providing disaster service or emergency operations through or at the Resource Center (inclusive of Classrooms A and B). In the event of such an emergency, disaster or act of God circumstances, the City shall be responsible for all emergency services and for returning the Center to its proper condition in a timely manner after the end of such situation.

**10.10 Polling Location.** A portion of the facility, at the request of the City, will be made available as a polling location for all regularly scheduled and special elections federal, state, and local elections. This access and use of the Resource Center shall be provided by Operator at no cost to the City.

**CITY OF SOUTH GATE**, a California municipal corporation:

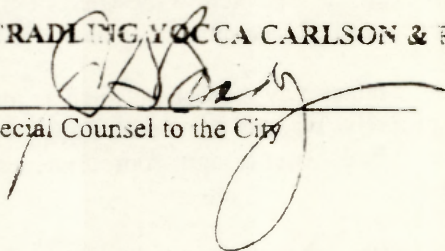
  
Maria Davila, Mayor

**ATTEST:**

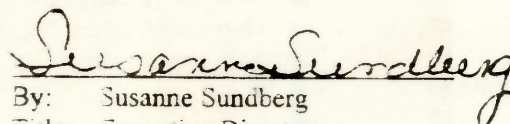
  
Carmen Avalos, City Clerk  
(Seal)

**APPROVED AS TO FORM:**

**STRADLING, YOCCA CARLSON & RAUTH**

  
Special Counsel to the City

**HUMAN SERVICES ASSOCIATION**, a California non-profit corporation

  
By: Susanne Sundberg  
Title: Executive Director

9-13-65

RESOLUTION NO. 2663

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RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, DECLARING ITS INTENTION TO ORDER THE ACQUISITION AND CONSTRUCTION OF CERTAIN IMPROVEMENT WORK CONSISTING OF PARKING FACILITIES AND APPURTENANCES AND APPURTENANT WORK WITHIN SAID CITY; DESCRIBING THE PROPOSED ACQUISITION AND IMPROVEMENT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE DISTRICT TO BE BENEFITED BY SAID WORK AND TO BE ASSESSED TO PAY THE COST AND EXPENSE THEREOF; DETERMINING THAT BONDS SHALL BE ISSUED TO REPRESENT ASSESSMENTS TO BE LEVIED; PROVIDING FOR THE DISPOSAL OF ANY SURPLUS REMAINING IN THE IMPROVEMENT FUND AFTER THE COMPLETION OF THE IMPROVEMENT; AND REFERRING THE PROPOSED IMPROVEMENT TO THE CITY ENGINEER AND DIRECTING SAID CITY ENGINEER TO MAKE AND FILE A WRITTEN REPORT WITH THE CITY CLERK OF THE CITY OF SOUTH GATE.

(Parking Assessment District No. 3)

WHEREAS, this City Council proposes, as hereinafter more particularly set forth, to take proceedings under the Municipal Improvement Act of 1913 (Division 12 of the Streets and Highways Code) for the acquisition and construction of certain improvement work consisting of parking facilities and appurtenances and appurtenant work within the City of South Gate, California;

NOW, THEREFORE, the City Council of the City of South Gate, California, DOES HEREBY RESOLVE, DETERMINE AND ORDER as follows:

Section 1. That the public interest and convenience require and that it is the intention of the City Council of said City of South Gate to order the following work to be done or improvements to be made and installed in said City, to wit:

1. The acquisition of the following parcels of real property for the purpose of using same as public parking lots:



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A. Lot 1 consisting of Lots 159, 160, 149 and the South half of Lot 148, Tract No. 4707, as recorded in Map Book 52, of official records at page 14, records of the County of Los Angeles, State of California.

B. Lot 2 consisting of Lot 488 and Lot 500, Tract No. 6000, as recorded in Map Book 65, of official records at pages 29-32, records of the County of Los Angeles, State of California.

C. Lot 3 consisting of Lot 629, Tract No. 6000, as recorded in Map Book 65, of official records at pages 29-32, records of the County of Los Angeles, State of California.

D. Lot 4 consisting of Lots 225 and 226, Tract No. 6557, as recorded in Map Book 77, of official records at pages 39-40, records of the County of Los Angeles, State of California.

E. Lot 5 consisting of Lot 124 and Lot 109, Tract No. 6557, as recorded in Map Book 77, of official records at pages 39-40, records of the County of Los Angeles, State of California.

2. The cleaning and grading of the above named parcels, including removal of existing structures or other obstructions as necessary, paving, the installation of lighting facilities as necessary, and the construction of cement block walls, safety lighting, bumper blocks, the painting of parking stall lines and directional lines and areas, traffic control lanes and signing, and the installation of appropriate information signs on all the parcels, together with any necessary work and materials appurtenant to any of the foregoing or necessary to comply with city ordinances.

1                   Section 2. This City Council hereby makes the  
2 expense of said work chargeable upon a district, which  
3 district this City Council hereby declares to be the district  
4 benefited by the said work and to be assessed to pay the  
5 cost and expense thereof. For a description of said district  
6 reference is hereby made to a map of said district on file  
7 in the office of the said City Clerk and designated "Map of  
8 Parking Assessment District No. 3" which map or plat indicates  
9 by a boundary line the extent of the territory included in  
10 the said proposed district and shall govern for all details  
11 as to the extent of said assessment district.

12                   Section 3. That serial bonds bearing interest at  
13 a rate not to exceed six percent (6%) per annum shall be  
14 issued to represent each assessment of fifty dollars (\$50)  
15 or over remaining unpaid for thirty (30) days after the  
16 date of recordation of the assessment. Said serial bonds  
17 shall extend over a period ending nine (9) years from the  
18 second day of January next succeeding the next September  
19 1st following their date. Said bonds may be redeemed by  
20 the owners or any persons interested in any lot or parcel  
21 of land described therein, in the manner provided in said  
22 Streets and Highways Code, at any time before maturity,  
23 and before commencement of proceedings for sale, upon pay-  
24 ment to the City Treasurer of the amount then unpaid on  
25 the principal sum thereof; with interest thereon calculated  
26 up to the due date of the next maturing interest coupon,  
27 and all penalties accrued and unpaid together with a premium  
28 of 5% of said unpaid principal. Said bonds are as authorized  
29 under the Municipal Improvement Act of 1913, Division 12,  
30 Chapter 7, of the Streets and Highways Code of the State of  
31 California, and are to be issued pursuant to and as provided  
32 in the Improvement Act of 1911, Division 7 of said Code.


1                   Section 4. That assessments under fifty dollars  
2 (\$50) shall be subject to the penalties and costs and collected  
3 as provided for cash assessments in the Street Opening Act  
4 of 1903.

5                   Section 5. That the said work is to be done under  
6 and proceedings therefor are to be under and pursuant to the  
7 said Municipal Improvement Act of 1913.

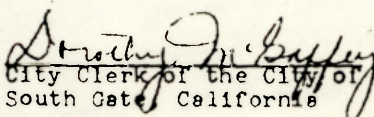
8                   Section 6. That the City Engineer is hereby  
9 directed to procure the required information and prepare and  
10 present to this City Council the written report on said work  
11 or improvement required by said Municipal Improvement Act of  
12 1913, as set forth in Section 10203 and 10204 of said Streets  
13 and Highways Code.

14                   Section 7. That any surplus remaining in the  
15 improvement fund after the completion of the work or improve-  
16 ment shall be used for the maintenance and operation of the  
17 improvement.

18                   ADOPTED, SIGNED AND APPROVED this 13th day of  
19 September, 1965.

20  
21   
22 Mayor of the City of South Gate,  
23 California

24 ATTEST:

25   
26 City Clerk of the City of  
27 South Gate, California

28 (SEAL)

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BYRON WESTON  
TOPOGRAPHIC  
RECORD-2007

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STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES, } SS.  
CITY OF SOUTH GATE.

I, DOROTHY McGAFFEY, City Clerk of the City of South Gate, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing RESOLUTION being RESOLUTION No. 2663 was duly passed and adopted by the said City Council, approved and signed by the Mayor of said City, and attested by the City Clerk of said City, all at a regular meeting of the said Council held on the 13th day of September 1955 and that the same was so passed and adopted by the following vote:

Ayes: Councilmen Henville, Weaver, Hardy, Sawyer, Dellmann  
Noes: Councilmen None  
Absent: Councilmen None  
Not Voting: Councilmen None

Witness my hand and the seal of said City this 13th day of September 19 55

*Dorothy McGaffey*  
City Clerk of the City of South Gate, California

(SEAL)

BYRON WESTON  
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STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss.  
CITY OF SOUTH GATE )

I, DOROTHY MCGAFFEY, City Clerk of the City of South Gate, California, DO HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Resolution No. 2663, and that the same has not been amended or repealed.

DATED: September 13th, 1965.

*Dorothy McGaffey*  
City Clerk of the City of  
South Gate, California

(SEAL)

9-13-65

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RESOLUTION NO. 2664

RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SOUTH GATE, CALIFORNIA, APPRO-  
VING REPORT AND FIXING TIME AND PLACE  
OF HEARING THEREON.

(Parking Assessment District No. 3)

WHEREAS, this City Council has heretofore adopted  
its resolution of intention, Resolution No. 2663, declar-  
ing its intention to take proceedings under the Municipal  
Improvement Act of 1913, Division 12 of the Streets and  
Highways Code of the State of California for the acquisition  
and construction of certain improvement work consisting of  
parking facilities and appurtenances and appurtenant work; and

WHEREAS, this City Council has heretofore directed  
the City Engineer to procure the required information and  
prepare and present to this City Council the written report  
on said proposed work or improvement required by said Municipal  
Improvement Act of 1913; and

WHEREAS, the City Engineer has prepared said report  
and presented the same to this City Council and this City  
Council has examined said report;

NOW, THEREFORE, the City Council of the City of  
South Gate, California, DOES HEREBY RESOLVE, DETERMINE AND  
ORDER as follows:

Section 1. That said report be and the same hereby  
is approved and the City Clerk of said city hereby is directed  
to endorse the fact and date of such approval on said report  
and to file said report in his office.

Section 2. That the 25th day of October, 1965. at  
the hour of 7:00 o'clock P.M. at the Council Chambers of this

1 City Council in the City of South Gate, California, are hereby  
2 fixed as the time and place of hearing on said approved report,  
3 and such hearing shall be held by this City Council.

4 Section 3. The City Clerk is hereby directed to  
5 cause a notice of such hearing to be published once a week  
6 for two successive weeks, the first publication to be made  
7 at least 20 days before the date set for hearing of protests.  
8 The South Gate News Press, a newspaper of general circulation  
9 published and circulated in the City of South Gate, is hereby  
10 selected as the newspaper in which notice of such hearing  
11 shall be published.

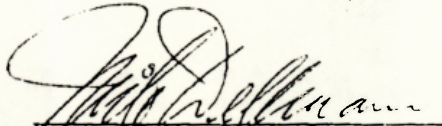
12 Section 4. That said City Clerk is hereby directed  
13 to mail notices of such hearing as provided in said Municipal  
14 Improvement Act of 1913, postage prepaid, to all persons owning  
15 real property which is proposed to be assessed to pay any part  
16 of the cost of said work, whose names and addresses appear on  
17 the last equalized assessment roll or as known to the City  
18 Clerk including the mailing of such notices to every owner of  
19 property assessed by the State under Section 14 of Article  
20 XIII of the Constitution at the address thereof shown on the  
21 last board roll transmitted to the County Auditor. Said mailing  
22 is to be completed at least 20 days before the date set for  
23 hearing of protests.

24 Section 5. The City Clerk is hereby directed to  
25 cause notices of the passage of this resolution to be conspicu-  
26 ously posted on all open streets within said assessment district,  
27 at not more than 300 feet apart on each street so posted, but  
28 not less than three in all, except that in the case where there  
29 are no such open streets said notices shall be posted in three  
30 conspicuous places within the assessment district. Said posting  
31 is to be completed at least 20 days before the date set for  
32 hearing of protests.

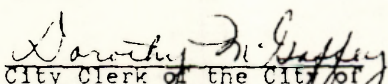
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Section 6. Said City Clerk is hereby directed to file a copy of the assessment district map or diagram in the office of the County Clerk of Los Angeles County within 15 days of the adoption of said resolution of intention and in no event less than 15 days prior to the date of hearing fixed in Section 2 hereof. Said map or diagram shall bear the certificate of said City Clerk evidencing the date and adoption of said resolution of intention.

ADOPTED, SIGNED AND APPROVED this 13th day of September, 1965.

  
Mayor of the City of  
South Gate, California

ATTEST:

  
City Clerk of the City of  
South Gate, California

(SEAL)



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STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES, } SS.  
CITY OF SOUTH GATE.

I, DOROTHY McGAFFEY, City Clerk of the City of South Gate, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing RESOLUTION being RESOLUTION No. 2664 was duly passed and adopted by the said City Council, approved and signed by the Mayor of said City, and attested by the City Clerk of said City, all at a regular meeting of the said Council held on the 13th day of September 1965 and that the same was so passed and adopted by the following vote:

Ayes: Councilmen Henville, Weaver, Hardy, Sawyer, Dellmann  
Noes: Councilmen None  
Absent: Councilmen None  
Not Voting: Councilmen None

Witness my hand and the seal of said City this 13th day of September 1965

*Dorothy McGaffey*  
City Clerk of the City of South Gate, California

(SEAL)

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STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.  
CITY OF SOUTH GATE }

I, DOROTHY MCGAFFEY, City Clerk of the City of South Gate, California, DO HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Resolution No. 2664, and that the same has not been amended or repealed.

DATED: September 13th, 1965.

*Dorothy McGaffey*  
City Clerk of the City of  
South Gate, California

(SEAL)

BYRON WESTON  
XEROGRAPHIC  
LINEN RECORD-2007

PRKG ASSESSMENT  
DIST #3  
Hearing on  
assessments  
(cont'd)

Mayor Dellmann stated that due to the absence of Councilman Weaver at this meeting and the announced absence of Councilman Hardy at the meeting of November 22, 1965, and on the advice of Special Counsel O'Heivney & Myers, the hearing on assessments for Parking Assessment District No. 3 will be continued until the meeting of December 13, 1965.

ZONE CHANGE  
On San Carlos &  
San Gabriel  
(Sav-On Drugs)  
Hearing (cont'd)

The City Clerk stated that this was the time set for hearing with regard to Planning Commission Resolution No. 372, which recommends approval of the request of Sav-On Drugs, Inc. for a Zone change from R-3 to C-3 for certain properties located south of Tweedy Boulevard between San Carlos and San Gabriel Avenues. She stated further that the Affidavits of Publication and of Mailing Notice of Hearing are on file in her office and that no written protests have been received.

Following a ruling by City Attorney Gottes that a 4/5ths majority vote would be required in order either to grant or deny the above application for a zone change, Mayor Dellmann stated that in view of the absence of Councilman Weaver at this meeting, the hearing would be continued until the meeting of November 22, 1965.

At this time Councilman Sawyer stated for the record that because of a personal interest in the above matter through his own business enterprises, he would neither speak before Council nor vote on this zone change, since doing so would constitute a conflict of interests.

ZONING  
Re telephone  
exchange & com-  
munications  
equip bldg

Following reading of the title of Ordinance No. 977, it was moved by Councilman Sawyer, seconded by Vice Mayor Henville, and unanimously carried, Councilman Weaver being absent, that further reading be waived.

Adopted on motion of Councilman Hardy, seconded by Councilman Sawyer and unanimously carried, Councilman Weaver being absent, was Ordinance No. 977, which amends the Municipal Code by adding the definition of "Communications Equipment Building" and including it in the permitted uses in C-R and C-3 Zones; and by deleting the terminology "Telephone Exchange" from the permitted uses in C-R and C-3 Zones.

ZONING  
Reclassifying  
certain uses re  
communications

Following reading of the title of Ordinance No. 978, it was moved by Councilman Hardy, seconded by Councilman Sawyer, and unanimously carried, Councilman Weaver being absent, that further reading be waived.

Adopted on motion of Councilman Hardy, seconded by Councilman Sawyer, and unanimously carried, Councilman Weaver being absent, was Ordinance No. 978, which amends the Municipal Code by providing that "electric distribution substations," "microwave installations," and "utility substations" if located in the R-3, C-R, and C-3 Zones, and has any tower or portion of a receiver that extends 6' or more in height and is not enclosed within a building, shall be subject to issuance of an unclassified use permit; and by providing for the placement of the term "microwave installations, where any tower or portion of the receiver extends more than 6' in height and is not enclosed within a building" in the Unclassified Use Chapter of the Code.

MUNICIPAL CODE  
45-day notice  
re appeals

Following reading of the title of Ordinance No. 979, it was moved by Councilman Hardy, seconded by Vice Mayor Henville, and unanimously carried, Councilman Weaver being absent, that further reading be waived.

Adopted on motion of Councilman Hardy, seconded by Councilman Sawyer and unanimously carried, Councilman Weaver being absent, was Ordinance No. 979, which amends the Municipal Code by providing that within and not to exceed 45 days following receipt of a written appeal the City Council shall conduct a public hearing on Planning Commission matters which have been appealed to the City Council.

ZONE CHANGE  
(Zimmerman)

Following reading of the title of Ordinance No. 980, it was moved by Councilman Hardy, seconded by Councilman Sawyer and unanimously carried, Councilman Weaver being absent, that further reading be waived.

Adopted on motion of Councilman Hardy, seconded by Councilman Sawyer and unanimously carried, Councilman Weaver being absent, was Ordinance No. 980, which amends the Municipal Code by providing that property located at 8656-8692 Madison Avenue (the southerly 40' of Lot 23 and all of Lots

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RESOLUTION NO. 3049

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

WHEREAS, the Downtown Merchants Association circulated a  
petition among the businessmen along Tweedy Boulevard in the City  
of South Gate requesting the formation of a Business Improvement  
District in that area between State Street and Hunt Avenue in the  
said City; and

WHEREAS, said petition was submitted to the City Council of  
said City urging the said City Council to implement the Parking  
and Business Improvement Area Law of 1965; and

WHEREAS, the City Council of said City, proposes that said  
Business Improvement District be extended to include all C-C,  
C-2, C-R, C-3 and C-M Zoned areas lying within the following  
described area: On the north by Missouri Avenue, on the south by  
Michigan Avenue, on the west by the east side of Long Beach Boule-  
vard, and on the east by the west side of Hunt Avenue;

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

3           SECTION 1. That the City Council of the City of South Gate,  
4 California, hereby declares its intention to establish a parking  
5 and business improvement area under the "Parking and Business  
6 Improvement Act Law of 1965", being Part 5 of Division 18 of the  
7 Streets and Highways Code, Sections 36000 through 36081 of said  
8 Streets and Highways Code.  
9

10          SECTION 2. The description of the boundaries of the proposed  
11 area are set forth in "EXHIBIT A" attached hereto and incorporated  
12 herein by reference. A map delineating said proposed boundaries  
13 is attached hereto marked "EXHIBIT B" and incorporated herein by  
14 reference.

15          SECTION 3. The proposed uses to which the proposed revenue  
16 shall be put are as follows:

- 17           a. The acquisition, construction or maintenance of  
18 parking facilities for the benefit of the area.  
19           b. Decoration of any public place in the area.  
20           c. Promotion of public events which are to take  
21 place on or in public places in the area.  
22           d. Furnishing of music in any public place in  
23 the area.  
24           e. The general promotion of retail trade activities  
25 in the area.  
26

27          SECTION 4. The initial or additional rate or levy of the  
28 license tax of the businesses within the Parking and Business  
29 Improvement Area as finally established is hereby made, and the  
30 tax or additional business license tax imposed upon each such  
31 business shall be in an amount equal to two (2) times the business  
32 license tax applicable to each such business.

1 SECTION 5. That Monday, the 14th day of September, 1970, at  
2 7:00 o'clock P.M., in the Council Chambers of the South Gate City  
3 Hall, 8650 California Avenue, South Gate, California, is hereby  
4 fixed and designated as the date, hour and place of a hearing to  
5 be held by the South Gate City Council to consider the establish-  
6 ment of such parking and business improvement area, the boundaries  
7 thereof, the proposed uses to which the proposed revenue shall be  
8 put, the initial or additional rate or levy of the license tax,  
9 and all related and pertinent matters, including protests to any  
10 of the foregoing.

11 SECTION 6. The City Clerk shall give notice of the time,  
12 place and purpose of said hearing by the publication of the within  
13 Resolution once in the South Gate Press, a newspaper of general  
14 circulation, published and circulated in said City, and by mailing  
15 a complete copy of the within Resolution to each business in the  
16 proposed or established area, such publication and mailing to be  
17 complete on or before September 3, 1970.

18 SECTION 7. That the City Clerk shall certify to the passage  
19 and adoption of this resolution; shall cause the same to be  
20 entered in the book of original resolutions of said City; and shall  
21 make a minute of the passage and adoption thereof in the records  
22 of the proceedings of the City Council of said City in the minutes  
23 of the meeting at which the same is passed and adopted.

24 Passed, approved and adopted this 27th day of July, 1970.

25  
26  
27 Billie L. Coy  
28 Mayor of the City of  
South Gate, California.

29 ATTEST:

30 Donna M. McKeefry  
31 City Clerk of the City of  
32 South Gate, California.

(SEAL)

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STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES, } SS.  
CITY OF SOUTH GATE.

I, DOROTHY McGAFFEY, City Clerk of the City of South Gate, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing RESOLUTION being RESOLUTION No. 3049 was duly passed and adopted by the said City Council, approved and signed by the Mayor of said City, and attested by the City Clerk of said City, all at a regular meeting of the said Council held on the 27th day of July, 1970 and that the same was so passed and adopted by the following vote:

Ayes: Councilmen Henville, Wakefield, Sawyer, Gafkowski, Cox  
Noes: Councilmen None  
Absent: Councilmen None  
Not Voting: Councilmen None

Witness my hand and the seal of said City this 27th day of July, 1970

*Dorothy McGaffey*  
City Clerk of the City of South Gate, California

(SEAL)

R-3049

"EXHIBIT A"

DESCRIPTION OF TWEEDY BOULEVARD  
PARKING AND BUSINESS IMPROVEMENT DISTRICT

Beginning at the intersection of the northeasterly line of Long Beach Boulevard as it existed on July 16, 1970 and the northerly line of Lot 86, Tract No. 4753, as shown on map recorded in Book 50, page 51 of Maps, in the office of the Recorder of the County of Los Angeles, State of California; thence easterly along said northerly line to the northeasterly corner of said Lot 86; thence southerly in a direct line to the southeasterly corner of Lot 88, said Tract No. 4753; thence easterly in a direct line to the northwesterly corner of Lot 92, said Tract; thence southerly in a direct line to the southwesterly corner of said Lot 92; thence southeasterly in a direct line to the northwesterly corner of Lot 94, said Tract No. 4753; thence southerly and easterly along the westerly and southerly lines of said Lot 94, to the southeasterly corner of said Lot, which is also in the westerly line of Lot 8, Tract No. 12959, as shown on map recorded in Book 246, page 9, of Maps in the office of said recorder; thence southerly along said westerly line and its southerly prolongation to the center line of the 20 foot vacated alley lying adjacent to and southerly of said Lot 8; thence easterly along said center line and its easterly prolongation to an intersection with the easterly line of Madison Avenue (50 foot wide) shown on map filed in Book 12, page 14, of Record of Surveys, in the office of said Recorder, being "Part of Lot 2, Subdivision of the Estate of Robert Tweedy Deceased"; thence northerly along said easterly line to the southwest corner of Parcel No. 26; thence easterly along the southerly line of said parcel to its southeast corner; thence northerly along the easterly line of said parcel and its northerly prolongation to an intersection with the southerly line of Missouri Avenue as it existed on July 16, 1970; thence easterly along said Southerly line to an intersection with the westerly line of Deeble Street, as shown on map of Tract No. 5487, recorded in Book 59, page 5, of Maps in the office of said Recorder; thence southerly along said westerly line to an intersection with the westerly prolongation of the southerly line of the first alley north of Tweedy Boulevard,



as shown on map of said Tract; thence easterly along said prolongation and southerly line to an intersection with the southerly prolongation of the easterly line of Lot 465, Tract No. 5248 as shown on map recorded in Book 56, page 41 of Maps, in the office of said Recorder; thence northerly in a direct line to the northeast corner of Lot 484, said Tract No. 5248, which is also in the southerly line of said Missouri Avenue; thence easterly along said southerly line to the northeast corner of Lot 331, Tract No. 4707, as shown on map recorded in Book 52, page 14, of Maps in the office of said Recorder; thence southerly in a direct line to an intersection with southerly prolongation of the easterly line of Lot 312, said Tract No. 4707, and the southerly line of the first alley north of Tweedy Boulevard; thence easterly along said southerly line to an intersection with the easterly line of Mallison Avenue as shown on map of Tract No. 6000, recorded in Book 65, pages 29 to 32 inclusive, of Maps in the office of said recorder; thence northerly along said easterly line to an intersection with the southerly line of said Missouri Avenue; thence easterly along said southerly line to an intersection with the westerly line of Otis Street as it existed on July 16, 1970; thence southerly along said westerly line to an intersection with the westerly prolongation of the southerly line of the first alley north of Tweedy Boulevard as shown on map of said Tract No. 6000; thence easterly along said prolongation and southerly line to an intersection with the westerly line of Hunt Avenue (50 feet wide), being also the northeast corner of Lot 921, said Tract No. 6000; thence southerly along said westerly line and its southerly prolongation to the southerly line of Tweedy Boulevard (80 feet wide); thence westerly along said southerly line and its westerly prolongation to an intersection with the northerly prolongation of the westerly line of said Hunt Avenue; thence southerly along said prolongation and said westerly line to an intersection with the northerly line of the first alley south of said Tweedy Boulevard, being also a point in said westerly line that is 35 feet southerly of the southeast corner of Lot 1, Tract No. 3739 as shown on map

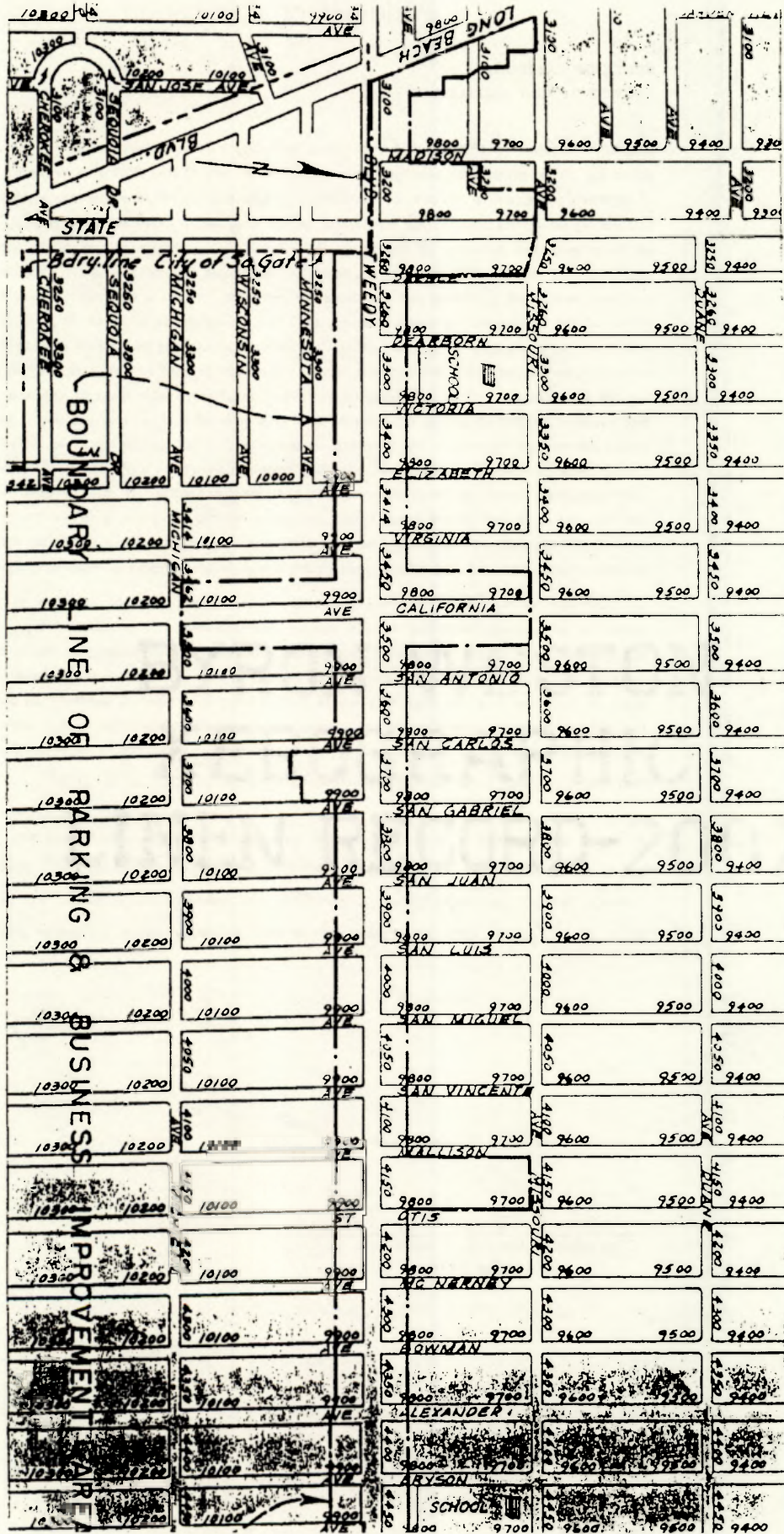
recorded in Book 12, page 45 of Maps, in the office of said Recorder; thence westerly along the said northerly alley line and its westerly prolongation to the southeast corner of Lot 2665, Tract No. 5772 as shown on map recorded in Book 65, page 49 of Maps, in the office of said Recorder; which is also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

to an intersection with the southeasterly prolongation of the north-  
easterly line of said Long Beach Boulevard; thence northwesterly  
along said prolongation and northeasterly line to the place of  
beginning.

BYRON WESTON  
YERBOURAPHIC  
LIVEN RECORD-5007

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" EXHIBIT B "

Affidavit of Publication

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } 55

Carmela Cognata being first duly sworn, deposes and says: that he is, and at all of the times hereinafter mentioned was, a citizen of the United States of America, over the age of eighteen years, and a resident of the County of Los Angeles, State of California; that he was, at, and during all of the time of the publication of the instrument hereunto attached the principal clerk of the printer and publisher of the South Gate Press, a newspaper of general circulation, printed, published and circulated in the City of South Gate, in said County and State; that said newspaper had been so printed, published and circulated for more than one year immediately preceding the publication of the instrument hereunto annexed; that said newspaper is, and was, at all of the times herein mentioned, a newspaper of general circulation within the meaning of Section 6000 Series of the Government Code of the State of California; that as provided by said section, said newspaper is published for the dissemination of local telegraphic news and intelligence of a general character, having bona fide subscription list of paying subscribers; that said newspaper is not and was not at any of the times herein referred to, devoted to the interests, or published for the entertainment or instruction of a particular class, profession, trade, calling, race or denomination, or for any number of classes, professions, trades, callings, races or denominations, and that said newspaper is not devoted to or published for, nor was it at any of the times herein mentioned devoted to or published for the purpose, whether avowed or otherwise, of entertaining or instructing such classes, professions, trades, callings, races or denominations, or any of such classes, professions, trades, callings, races or denominations.

That the notice, order, ordinance, resolution or instrument hereunto attached on page 2 hereof in all respects, including subject matter, and size and arrangement of type, is a full, true, and correct copy of the said notice, ordinance, resolution or instruments, in words and figures exactly as published; that the same was set and printed in type not smaller than nonpareil and that the body of the same was preceded with words printed black-face type not smaller than nonpareil, describing and expressing in general terms the purpose and character of the notice, order, ordinance, resolution or instrument intended to be published as will appear from an inspection of the said annexed instrument; that the Resolution No 3049

of which the annexed is a printed copy as hereinabove stated, was published and printed in said newspaper at least 1 times by So Gate Press commencing on the 27 day of August, A. D. 1970, and ending on the 27 day of August, A. D. 1970, and as often during said time as said newspaper was authorized to publish said notice.

Carmela Cognata

Subscribed and sworn to before me this 31<sup>st</sup> day of August, A. D. 1970,  
Richard M. Ensey  
City Clerk of the City of South Gate, County of  
Los Angeles, State of California

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ORDINANCE NO. 1129

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

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

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

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

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

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

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

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

1 CHAPTER 2.64

2 PARKING AND BUSINESS IMPROVEMENT AREA BUSINESS LICENSE

3 2.64.010 CREATION.

4 2.64.020 BOUNDARIES.

5 2.64.030 DELINEATION.

6 2.64.040 USES AND PURPOSE.

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

8 2.64.060 RATE OF LEVY OF BUSINESSES.

9 2.64.070 PAYMENT OF TAX.

10 2.64.080 APPLICABILITY OF GENERAL BUSINESS LICENSE PROVISIONS.

11 2.64.090 PAYMENT PREREQUISITE TO LICENSE.

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

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

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

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



1 southwesterly corner of said lot 92: thence south-  
2 easterly in a direct line to the northwesterly  
3 corner of Lot 94, said Tract No. 4753; thence  
4 southerly and easterly along the westerly and  
5 southerly lines of said Lot 94, to the southeasterly  
6 corner of said Lot, which is also in the westerly  
7 line of Lot 8, Tract No. 12959, as shown on map  
8 recorded in Book 246, page 9, of Maps in the office  
9 of said recorder; thence southerly along said west-  
10 erly line and its southerly prolongation to the  
11 center line of the 20 foot vacated alley lying  
12 adjacent to and southerly of said Lot 8; thence  
13 easterly along said center line and its easterly  
14 prolongation to an intersection with the easterly  
15 line of Madison Avenue (50 foot wide) shown on map  
16 filed in Book 12, page 14, of Record of Surveys,  
17 in the office of said Recorder, being "Part of Lot  
18 2, Subdivision of the Estate of Robert Tweedy  
19 Deceased"; thence northerly along said easterly  
20 line to the southwest corner of Parcel No. 26;  
21 thence easterly along the southerly line of said  
22 parcel to its southeast corner; thence northerly  
23 along the easterly line of said parcel and its  
24 northerly prolongation to an intersection with the  
25 southerly line of Missouri Avenue as it existed on  
26 July 16, 1970; thence easterly along said Southerly  
27 line to an intersection with the westerly line of  
28 Deeble Street, as shown on map of Tract No. 5487,  
29 recorded in Book 59, page 5, of Maps in the office  
30 of said Recorder; thence southerly along said west-  
31 erly line to an intersection with the westerly pro-  
32 longation of the southerly line of the first alley  
north of Tweedy Boulevard, as shown on map of said  
Tract; thence easterly along said prolongation and  
southerly line to an intersection with the southerly  
prolongation of the easterly line of Lot 465, Tract  
No. 5248 as shown on map recorded in Book 56, page  
41 of Maps, in the office of said Recorder; thence  
northerly in a direct line to the northeast corner  
of Lot 484, said Tract No. 5248, which is also in  
the southerly line of said Missouri Avenue; thence  
easterly along said southerly line to the northeast  
corner of Lot 331, Tract No. 4707, as shown on map  
recorded in Book 52, page 14, of Maps in the office  
of said Recorder; thence southerly in a direct line  
to an intersection with southerly prolongation of  
the easterly line of Lot 312, said Tract No. 4707,  
and the southerly line of the first alley north of  
Tweedy Boulevard; thence easterly along said south-  
erly line to an intersection with the easterly line  
of Mallison Avenue as shown on map of Tract No.  
6000, recorded in Book 65, pages 29 to 32 inclusive,  
of Maps in the office of said Recorder; thence  
northerly along said easterly line to an intersec-  
tion with the southerly line of said Missouri Ave-  
nue; thence easterly along said southerly line to  
an intersection with the westerly line of Otis  
Street as it existed on July 16, 1970; thence southerly  
along said westerly line to an intersection with the  
westerly prolongation of the southerly line of the  
first alley north of Tweedy Boulevard as shown on map  
of said Tract No. 6000; thence easterly along said  
prolongation and southerly line to an intersection

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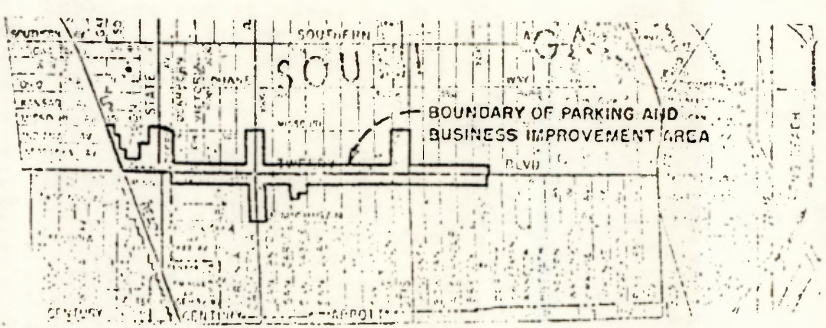
with the westerly line of Hunt Avenue (50 feet wide), being also the northeast corner of Lot 921, said Tract No. 6000; thence southerly along said westerly line and its southerly prolongation to the southerly line of Tweedy Boulevard (80 feet wide); thence westerly along said southerly line and its westerly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

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

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

MAP DELINEATING BOUNDARIES OF PARKING AND BUSINESS IMPROVEMENT AREA



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

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

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

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

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

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

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

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

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

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

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

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

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

19 *Bill E. Cox*  
20 Mayor of the City of  
21 South Gate, California.  
22

23 ATTEST:

24  
25 *Janet H. Hall* Chief Deputy  
26 City Clerk of the City of  
27 South Gate, California.

28 (SEAL)  
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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, } SS.

CITY OF SOUTH GATE.

I, JANET STUBBS, Chief Deputy  
/ ~~BYRON WESTON~~ City Clerk of the City of South Gate, California, do hereby

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

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

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

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

Noes: Councilmen None

Absent: Councilmen None

Not Voting: Councilmen None

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

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

(SEAL)

<sup>1</sup> Section 34191.5 provides:

"(b) The successor agency shall prepare a long-range property management plan that addresses the disposition and use of the real properties of the former redevelopment agency. *The report shall be submitted to the oversight board and the Department of Finance for approval no later than six months following the issuance to the successor agency of the finding of completion.*

(c) The long-range property management plan shall do all of the following:

(1) Include an inventory of all properties in the trust. The inventory shall consist of all of the following information:

(A) The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property.

(B) The purpose for which the property was acquired.

(C) Parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.

(D) An estimate of the current value of the parcel including, if available, any appraisal information.

(E) An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.

(F) The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts.

(G) A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.

(H) A brief history of previous development proposals and activity, including the rental or lease of property.

(2) Address the use or disposition of all of the properties in the trust. Permissible uses include the retention of the property for governmental use pursuant to subdivision (a) of Section 34181, the retention of the property for future development, the sale of the property, or the use of the property to fulfill an enforceable obligation. The plan shall separately identify and list properties in the trust dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation. With respect to the use or disposition of all other properties, all of the following shall apply:

(A) If the plan directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall transfer to the city, county, or city and county.

(B) If the plan directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation or other than that specified in subparagraph (A), the proceeds from the sale shall be distributed as property tax to the taxing entities.

(C) *Property shall not be transferred to a successor agency, city, county, or city and county, unless the long-range property management plan has been approved by the oversight board and the Department of Finance. [Italics added.]*

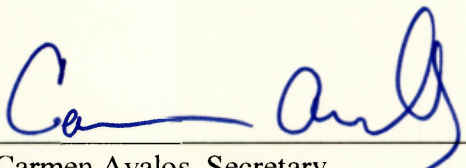
**RESOLUTION CERTIFICATION PAGE**

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

I, Carmen Avalos, Secretary of the Oversight Board of the Successor Agency to the Community Development Commission of the City of South Gate, California, hereby certify that the whole number of Members of the Oversight Board of said City is seven; that Resolution No. 2013-07 was adopted by the Oversight Board at their Meeting held on November 18, 2013, by the following vote:

Ayes:	Board Members:	De Witt, Liday, Torres, Shidler, Bokde and Mendez
Noes:	Board Members:	None
Absent:	Board Members:	el Fattal
Abstain:	Board Members:	None

Witness my hand and the seal of said City on November 25, 2013.

  
Carmen Avalos, Secretary  
Oversight Board of the Successor Agency  
to the Community Development Commission  
of the City of South Gate, California