



## SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, December 11, 2018 at 6:30 p.m.

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

<b>CALL TO ORDER</b>	Maria Belen Bernal, Mayor
<b>INVOCATION</b>	Pastor Anthony Kidd, of Community of Faith Bible Church
<b>PLEDGE OF ALLEGIANCE</b>	Michael Flad, City Manager
<b>ROLL CALL</b>	Carmen Avalos, City Clerk

### II. City Officials

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

### III. Meeting Compensation Disclosure

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

## **IV. Public Hearings**

### **1. Interim Urgency Ordinance Amending Certain Sections And Chapters Of The Municipal Code Pertaining To A Sidewalk Vending Program In Compliance With Senate Bill 946 (Lara)**

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

a. Determining that the Interim Urgency Ordinance is exempt from the California Environmental Quality Act ("CEQA") because it has no likelihood of causing a significant effect on the environment; and

b. Waiving the reading in full and adopting an Interim **Urgency Ordinance** \_\_\_\_\_ amending certain sections and chapters of the South Gate Municipal Code pertaining to a sidewalk vending program in compliance with Senate Bill 946 (Lara).

Documents:

[ITEM 1 REPORT 121118.PDF](#)

### **2. Ordinance Amending Sections Of The Municipal Code Regarding Use Of The City Seal Will Be Continued To The City Council Meeting Of January 22, 2019**

The City Council will open the public hearing, take public testimony concerning the proposed Ordinance amending certain Sections of the South Gate Municipal Code regarding use of the City Seal, and will continue the public hearing to the regularly scheduled City Council meeting of January 22, 2019. (PW)

Documents:

[ITEM 2 REPORT 121118.PDF](#)

### **3. Resolution Amending The Schedule Of Fees Establishing New Fees For Sidewalk Vending Businesses For Fiscal Year 2018/19**

The City Council will conduct a Public Hearing to consider adopting a **Resolution** \_\_\_\_\_ amending Resolution No. 7668 (Schedule of Fees), to establish new business license and permit fees for Sidewalk Vending Businesses for Fiscal Year 2018/19. (CD)

Documents:

[ITEM 3 REPORT 121118.PDF](#)

### **4. Resolution Approving Lot Merger 2018-01 For Properties Located At 5949 And 5951 Firestone Boulevard For A Storage Facility, Offices And Parking**

The City Council will conduct a Public Hearing to consider adopting a **Resolution** \_\_\_\_\_ approving Lot Merger 2018-01 at 5949 and 5951 Firestone Boulevard for development of a three-story public storage facility with offices and associated parking. (CD)

Documents:

[ITEM 4 REPORT 121118.PDF](#)

## **V. Comments From The Audience**

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

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

## **VI. Reports And Comments From City Officials**

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

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

## **VII. Consent Calendar Items**

Agenda Items **5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15** are consent Calendar Items. All items including Ordinances, Resolutions and Contracts, may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the City Council, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action.

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

**5. Ordinance No. 2355 Amending Title 11 (Zoning) Of The Municipal Code Amending The Administrative And Discretionary Review Process Flow Charts And Table**

The City Council will consider waiving further reading in full and adopting Ordinance No. 2355 amending Table 11.51-1 (Application and Review Authority), Figure 11.51-1 (Administrative Permit Process), Figure 11.51-2 (Discretionary Permit Process A), Figure 11.51-3 (Discretionary Permit Process B), and adding Figure 11.51-4 (Discretionary Permit Process C), to Section 11.51.030 (Review Types and Responsibilities), of Chapter 11.51 (Permits and Procedures), of Title 11 (Zoning), of the South Gate Municipal Code. (CD)

Documents:

[ITEM 5 REPORT 121118.PDF](#)

#### **6. Ordinance No. 2356 Amending Title 11 (Zoning) Of The Municipal Code Increasing The Minimum Radius Distance Requirements For Public Hearing Notifications**

The City Council will consider waiving further reading and adopting Ordinance No. 2356 amending Subsection A. 2. iii. (Method of Notice), of Section 11.50.020 (Public Hearing Notification), of Chapter 11.50 (Administration), of Title 11 (Zoning), of the South Gate Municipal Code to increase minimum radius distance requirements for public hearing notices from 300 feet to 1,000 feet. (CD)

Documents:

[ITEM 6 REPORT 121118.PDF](#)

#### **7. Ordinance No. 2357 Amending Certain Sections And Chapters Of The Municipal Code Pertaining To A Sidewalk Vending Program In Compliance With Senate Bill 946 (Lara)**

The City Council will consider waiving further reading and adopting Ordinance No. 2357 amending certain Sections and Chapters of the South Gate Municipal Code pertaining to a Sidewalk Vending Program in compliance with Senate Bill 946 (Lara). (CD)

Documents:

[ITEM 7 REPORT 121118.PDF](#)

#### **8. Resolution Declaring Support And Authorizing Participation In The Energy Partnership With Edison And The Gas Company**

The City Council will consider adopting a **Resolution** \_\_\_\_\_ declaring support for, and authorizing participation in, an energy partnership with Southern California Edison and the Southern California Gas Company, to be known as "Energy Partnership" to qualify the City for monetary and other incentives, from December 11, 2018 through December 11, 2023. (PW)

Documents:

[ITEM 8 REPORT 121118.PDF](#)

### **9. Resolution Dedicating An Existing Bench In The Mascaro Rose Garden At South Gate Park In Honor Of Ellen Mascaro**

The City Council will consider: (PARKS)

- a. Adopting a **Resolution** \_\_\_\_\_ dedicating an existing bench in the Mascaro Rose Garden at South Gate Park to Ellen Mascaro;
- b. Accepting a donation of up to \$1,000 from Ellen's family to be deposited into Account Number 100-4904 (General Fund-Donations); and
- c. Appropriating the amount donated to Account Number 100-401-61-6202 (General Fund-Parks & Recreation-Special Department Supplies) to cover the costs of purchasing and installing a dedication plaque.

Documents:

[ITEM 9 REPORT 121118.PDF](#)

### **10. Resolution Amending The Hourly Pay Table To Conform To The Minimum Wage Law Effective January 1, 2019**

The City Council will consider adopting a **Resolution** \_\_\_\_\_ amending the Hourly Pay Table to conform to the minimum wage law effective January 1, 2019. (ADMIN SVCS)

Documents:

[ITEM 10 REPORT 121118.PDF](#)

### **11. Amendment No. 2 To Contract No. 3307 With MV Cheng & Associates Extending Accounting Services Through June 30, 2019, And Appropriation Of \$75,000**

The City Council will consider: (ADMIN SVCS)

- a. Approving Amendment No. 2 to Contract No. 3307 with MV Cheng & Associates extending as-needed accounting services through June 30, 2019, and increase the contract amount by \$100,000; and
- b. Appropriating \$75,000 from the unassigned fund balance of the General Fund to account number 100-301-12-6101 (General Fund-Administrative Services-Professional Services) to fund the costs associated with the extension of this agreement; and

c. Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

Documents:

[ITEM 11 REPORT 121118.PDF](#)

**12. Amendment No. 4 To Contract No. 3081 With Willdan Engineering To Reduce The Scope Of Work For The Boulevard Project**

The City Council will consider: (PW)

a. Approving Amendment No. 4 to Contract No. 3081 with Willdan Engineering to reduce the scope of work of engineering and construction support services for the Firestone Boulevard Regional Corridor Capacity Enhancements project, Alameda Street to Hunt Avenue, City Project No. 476-TRF, for a net reduction of \$123,007; and

b. Authorizing the Mayor to execute Amendment No. 4 in a form acceptable to the City Attorney.

Documents:

[ITEM 12 REPORT 121118.PDF](#)

**13. Grant Deed From SeLA, LLC, Doing Business As KIPP Corazón Academy, For The Property Located At 9325 Long Beach Boulevard**

The City Council will consider: (PW)

a. Accepting the Grant Deed from SeLA, LLC, doing business as KIPP Corazón Academy, to secure title to a two-foot strip of land along the eastern edge of the property located at 9325 Long Beach Boulevard for street purposes, at no cost to the City; and

b. Authorizing the Mayor to execute the Certificate of Acceptance in a form acceptable to the City Attorney.

Documents:

[ITEM 13 REPORT 121118.PDF](#)

**14. Cancellation Of The Regularly Scheduled City Council Meeting Of December 25, 2018**

The City Council will consider cancelling the regularly scheduled City Council meeting of Tuesday, December 25, 2018, in observation of City Hall closure for the holiday break. (ADMIN)

Documents:

[ITEM 14 REPORT 121118.PDF](#)

### **15. Authorization For City Council Auditor To Review And Approve Warrant Register For December 25, 2018**

The City Council will consider authorizing the City Council Auditor to review and approve the second warrant register in December 2018. (ADMIN SVCS)

Documents:

[ITEM 15 REPORT 121118.PDF](#)

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

### **16. City Council Goals For Fiscal Year 2018/19**

The City Council will consider approving City Council Goals for Fiscal Year 2018/19. (ADMIN)

Documents:

[ITEM 16 REPORT 121118.PDF](#)

### **17. Consideration Of A New Customer Service Position**

The City Council will consider selecting one of the following options or provide

alternate direction: (ADMIN)

- a. Filling the non-CalPERS hourly Clerical Assistant II position in the City Clerk's Office, as funded at \$16,520 in the FY 2018/19 General Fund budget; OR
- b. Creating a full-time City Hall Receptionist position to serve as a centralized point of welcome/assistance, at an annual cost of approximately \$60,000; OR
- c. Creating a non-CalPERS hourly City Hall Receptionist position to serve as a centralized point of welcome/assistance, at an annual cost of approximately \$18,150; OR
- d. Creating a CalPERS hourly City Hall Receptionist position to serve as a centralized point of welcome/assistance, at an annual cost of approximately \$29,550; OR
- e. Creating a full-time City Hall Receptionist position to provide customer service at the Community Development/Public Works counter at an annual cost of approximately \$60,000; OR

f. Providing any other direction the City Council deems appropriate.

Documents:

[ITEM 17 REPORT 121118.PDF](#)

## **18. Warrant Register For December 11, 2018**

The City Council will consider approving the Warrants and Cancellations for December 11, 2018. (ADMIN SVCS)

Total of Checks: \$1,558,570.57  
Voids: (\$ 3,279.00)  
Total Payroll Deductions: \$ 375,338.90  
Grand Total: \$1,179,952.67

Cancellations: 80224, 80404

Documents:

[ITEM 18 REPORT 121118.PDF](#)

## **IX. Adjournment**

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted December 6, 2018 at 2:30 p.m., as required by law.

Carmen Avalos,  
City Clerk

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

8650 California Avenue, South Gate, California 90280  
(323) 563-9510 \* fax (323) 563-5411 \* [www.cityofsouthgate.org](http://www.cityofsouthgate.org)

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

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



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DEC 8 2018

City of South Gate  
CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

AGENDA BILL

For the Regular Meeting of: December 11, 2018

Originating Department: Community Development

Department Director:

  
Joe Perez

City Manager:

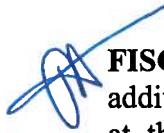
  
Michael Flad

**SUBJECT: INTERIM URGENCY ORDINANCE AMENDING CERTAIN SECTIONS AND CHAPTERS OF THE SOUTH GATE MUNICIPAL CODE PERTAINING TO A SIDEWALK VENDING PROGRAM IN COMPLIANCE WITH SENATE BILL 946 (LARA)**

**PURPOSE:** To adopt an Interim Urgency Ordinance, which establishes a Sidewalk Vending Program to comply with newly, enacted State law regarding sidewalk vending.

**RECOMMENDED ACTION:** Following the conclusion of the public hearing:

- a. Determine that the Interim Urgency Ordinance is exempt from the California Environmental Quality Act ("CEQA") because it has no likelihood of causing a significant effect on the environment; and
- b. Waive the reading in full and adopt an Interim Urgency Ordinance amending certain sections and chapters of the South Gate Municipal Code pertaining to a sidewalk vending program in compliance with Senate Bill 946 (Lara).

 **FISCAL IMPACT:** Adoption of the Interim Urgency Ordinance will result in receiving additional revenue from a sidewalk vending business license and permit fees. Although unknown at this time, the revenue received by the City each year will be dependent upon the fees established for sidewalk vending business licenses and permits as well as the volume of applications. A resolution establishing the sidewalk vending business license and permit fees will be presented to the City Council later this evening.

**ALIGNMENT WITH COUNCIL GOALS:** The adoption of a Sidewalk Vending Program supports the goal of protecting strong and sustainable neighborhoods, by providing regulations for the sale of food and merchandise on public sidewalks and parks.

**ENVIRONMENTAL EVALUATION:** Adoption of the proposed Interim Urgency Ordinance is exempt from the California Environmental Quality Act of 1970 ("CEQA"), as amended, because it can be seen with certainty that this Interim Urgency Ordinance has no likelihood of causing a significant negative effect on the environment and accordingly both the City Council's action of adopting this Ordinance and the effects derivative from the adoption are exempt from the application of CEQA, pursuant to Section 15061 (b)(3) of the State CEQA Guidelines (15 Cal. Code Regs, Section 15061 (b)(3)).

**NOTICING REQUIREMENTS:** A public hearing notice was duly published in *The Wave*, a newspaper of general circulation on November 29, 2018.

**ANALYSIS:** Senate Bill 946 (Lara) which goes into effect January 1, 2019, prohibits local jurisdictions from regulating or, under certain circumstances, banning sidewalk vendors unless a Sidewalk Vending Program is adopted. A Sidewalk Vending Program requires vendors to obtain a business license and sidewalk vendor permit from the local authority before selling food or merchandise. According to State Senator Ricardo Lara, who introduced the bill, SB 946 is intended to allow sidewalk vendors to be viewed and treated as small-business owners who contribute to local economies. SB 946 goes into effect on January 1, 2019.

At the November 27, 2018 regular City Council meeting, the City Council conducted a public hearing and unanimously introduced Ordinance No. 2357 to adopt a Sidewalk Vending Program, which will require sidewalk vendors to obtain a business license and sidewalk vending permit from the City before selling food or merchandise.

Ordinance No. 2357 is on the agenda this evening for adoption; however, if adopted, the Ordinance will not take effect until January 11, 2019. Interim Urgency Ordinance mirrors the provisions in Ordinance No. 2357. Because the Urgency Ordinance will be effective immediately after adoption, it will ensure that the City's Sidewalk Vending Program will be in place between the time SB 946 goes into effect on January 1, 2019 and when Ordinance No. 2357 becomes effective on January 11, 2019.

Senate Bill 946 – Sidewalk Vendors (Lara)

SB 946 which goes into effect January 1, 2019, prohibits local jurisdictions from regulating or, under certain circumstances, banning sidewalk vendors unless a Sidewalk Vending Program is adopted. A Sidewalk Vending Program requires vendors to obtain a business license and sidewalk vendor permit from the local authority before selling food or merchandise. According to State Senator Ricardo Lara, who introduced the bill, SB 946 is intended to allow sidewalk vendors to be viewed and treated as small-business owners who contribute to local economies.

Also known as the Safe Sidewalk Vending Act, SB 946 applies to “sidewalk vendors” who sell food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance in the a public right-of-way or other pedestrian path, including public parks. Such vendors include stationary and roaming vendors, each of which has a different set of regulations pursuant to SB 946.

- **Stationary sidewalk vendors** must remain in one location except when being pushed, carried, or transported to and from a space on the sidewalk on a daily basis and is prohibited from conducting business in exclusive residential zones.
- **Roaming vendors** are mobile (non-motorized) and are allowed to conduct business in residential areas, considering that they move continuously and only stop for a limited time to complete a transaction.

Provided below is a table summarizing the City's capabilities per SB 946:

<b>CITY IS ALLOWED TO:</b>	<b>CITY IS PROHIBITED FROM:</b>
Limit hours of operation considering the same are imposed on other businesses on the same street	Require sidewalk vendors from operating in specific parts of the public right-of-way
Require sidewalk vendors to obtain a permit for sidewalk vending and a valid business license	Requiring sidewalk vendors to obtain consent/approval of any nearby business to sell food or merchandise
Require sidewalk vendors to possess a valid state seller's permit	Determining where sidewalk vendors can operate unless there is a health, safety, or welfare concern
Require additional licenses from other agencies (e.g., LA County Dept. of Public Health) boundaries	Restricting the overall number of sidewalk vendors permitted to operate within City boundaries
Prohibit sidewalk vendors in areas located around a permitted farmers' market or swap meet	
Restrict or prohibit sidewalk vendors in area(s) designated for a temporary special permit	
Prohibit stationary vendors in areas zoned exclusively residential. (Roaming vendors are permitted)	
Regulate sidewalk vending in a park if certain requirements are met	

SB 946 allows the assessment of penalties for violations of the Sidewalk Vending Program follows:

- 1<sup>st</sup> violation -Administrative fine not exceeding \$100
- 2<sup>nd</sup> violation - Administrative fine not exceeding \$200 within one year of the first violation
- 3<sup>rd</sup> or more violations - Administrative fine not exceeding \$500 within one year of the first violation
- The City may rescind a permit issued to a sidewalk vendor for the term of that permit upon the fourth violation.

Fines for vending without sidewalk vending permit, per SB 946, is provided below:

- 1<sup>st</sup> violation -Administrative fine not exceeding \$250
- 2<sup>nd</sup> violation - Administrative fine not exceeding \$500 within one year of the first violation
- 3<sup>rd</sup> or more violations - Administrative fine not exceeding \$1,000 within one year of the first violation.
- Upon proof of a valid permit issued by the City, the administrative fines shall be reduced to 20%.

Failure to pay an administrative fine is not punishable as an infraction or misdemeanor and fines, fees, assessments, or any other financial conditions cannot not be assessed.

### Proposed Sidewalk Vending Program

In order for the City to regulate and, in some cases prohibit sidewalk vending in the interest of the public's health, safety and welfare, the proposed ordinance (attached) establishes a Sidewalk Vending Program. A survey was conducted of surrounding cities and, of those, only the City of Los Angeles was in the process of developing a Sidewalk Vending Program. The proposed Sidewalk Vending Program was developed with input from all City Departments and the City Attorney's Office. Provided below are key provisions in the proposed Sidewalk Vending Program:

- Vendors are required to obtain both a business license and vending permit
- Vendors must, as part of their application, provide:
  - Name, address and telephone number
  - Valid identification
  - List of food or merchandise to be sold
  - Proof of liability insurance in an amount no less than \$1,000,000 per occurrence
  - If vending food, proof of completion of a food handler course
- Vendors must obtain all permits required by the LA County Department of Public Health.
- Every cart used to vend food must be approved by the LA County Department of Public Health.
- A person may apply for only one permit and permits must be displayed on every cart
- Each permit is to be renewed annually
- Only two vendors are allowed per street block
- Limitations on cart sizes have been established at 72"L x 54"W x 78"H.
- Vendors must provide and utilize their own trash receptacles and are prohibited from using those from the City in the public right-of-way
- Vendors must maintain clean and trash-free 10-foot radius from the vendor's cart
- Stationary vendors are prohibited from areas zoned exclusively residential and from parks that have exclusive concessions agreements (i.e. South Gate and Hollydale Parks)
- Vending is prohibited within 500 feet of any K-12 school from 6:00 a.m. through 6:00 p.m., unless the Vendor is selling exclusively Healthy Food
- Due to public safety concerns, vending is prohibited in the following areas:
  - "Tweedy Boulevard Corridor,"
  - "Garfield Avenue Corridor",
  - "Paramount Boulevard Corridor,"
  - "Azalea Shopping Center,"
  - "Crossroads Retail Center,"
  - Imperial Highway Corridor,"
  - "Long Beach Boulevard Corridor,"
  - "Otis Street Corridor,"
  - "Atlantic Avenue Corridor,"
  - "California Avenue Corridor,"
  - "Firestone Boulevard Corridor,"
  - "El Paseo Shopping Center,"
  - State Street
  - Independence Avenue

- Ardmore Avenue
- San Juan Avenue
- Santa Ana Street
- Southern Avenue
- Vending of illegal or counterfeit merchandise is prohibited
- Unattended carts will be confiscated as a “bulky item”
- Mobile support for carts is prohibited
- For safety reasons, carts will not be placed in locations that impede pedestrian access or within specified distances of crosswalks, bus benches, street signs and driveways.

**Enforcement**

In the event that a sidewalk vendor is conducting business in the public right-of-way and parks without a permit, Police Officers, Code Enforcement Officers and Park Rangers have the authority to enforce the regulations contained within the Sidewalk Vending Program.

**BACKGROUND:** On September 17, 2018, Governor Brown signed SB 946 to decriminalize selling food and other goods on sidewalks and in parks in California. SB 946, which will go into effect January 1, 2019, prohibits criminal penalties for sidewalk vending. Vendors will also be able to clear pending citations and be retroactively relieved of previous convictions by petitioning the court for dismissal of the sentence.

**ATTACHMENTS:** A. Proposed Interim Urgency Ordinance  
B. Senate Bill 946

**INTERIM URGENCY ORDINANCE NO. \_\_\_\_**

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

**AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF SOUTH GATE,  
AMENDING CERTAIN SECTIONS AND CHAPTERS OF THE SOUTH GATE  
MUNICIPAL CODE PERTAINING TO A SIDEWALK VENDING PROGRAM IN  
COMPLIANCE WITH SENATE BILL 946 (LARA)**

**WHEREAS**, a well-regulated sidewalk vending program would enliven the City of South Gate (“City”) streetscape by creating a vibrant marketplace; and

**WHEREAS**, sidewalk vending, because it has a relatively low barrier to entry, encourages entrepreneurship; and

**WHEREAS**, providing economic opportunity for people to support themselves and their families is one of the most important goals for the City; and

**WHEREAS**, the South Gate City Council (“City Council”) finds that there is a need to regulate the sale of food and merchandise in the public right-of-way; and

**WHEREAS**, regulations are needed to ensure that the public has a simple way to ensure vendors prepare food safely and according to the Los Angeles County Department of Public Health's requirements; and

**WHEREAS**, regulations are needed to prevent unsanitary conditions and ensure trash and debris are removed by vendors; and

**WHEREAS**, regulations are needed to accommodate a vendor's equipment while safeguarding pedestrian movement on the sidewalk; and

**WHEREAS**, the City Council finds that regulation of sidewalk vending benefits the City as a whole as it leads to orderly commerce; and

**WHEREAS**, the City Council seeks to create a Sidewalk Vending Program which will provide licensing and regulation of street vendors in the City; and

**WHEREAS**, the City Council seeks to create a Sidewalk Vending Program that will maximize the safety and welfare of the general public; and

**WHEREAS**, within the City there are several manufacturing and retail type businesses that are primarily open during the daytime, and retail, restaurant and entertainment establishments that are open both daytime and evening; and

**WHEREAS**, the City is boarded by two highly traveled freeways, Interstate 710 and Interstate 105, each of which has freeway ramps and off ramps in or near the City; and

**WHEREAS**, between January 1, 2014, and December 31, 2016, there have been 3199 motor vehicle collisions within the City, including 10 fatalities, 25 severe injuries, and 2069 incidents of property damage; and

**WHEREAS**, between January 1, 2014, and December 31, 2016, of the 3199 collisions with the City, 135 have involved pedestrians, and 116 have involved bicycles; and

**WHEREAS**, the City has identified 14 City streets throughout the City where collisions are more likely to occur, including State Street (62 collisions), Independence Avenue (33 collisions), Long Beach Boulevard (124 collisions), Ardmore Avenue (40 collisions), San Juan Avenue (24 collisions), California Avenue (160 collisions), Otis Street (110 collisions), Santa Ana Street (44 collisions), Tweedy Boulevard (240 collisions), Firestone Boulevard (655 collisions), Atlantic Boulevard 164 collisions), Southern Avenue (132 collisions), and Imperial Highway (85 collisions); and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, most pedestrian collisions has occurred on Tweedy Boulevard, and that most bicycle and motorcycle collisions have occurred on Firestone Boulevard; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the majority of the fatal and sever collisions in the City have occurred due to broadside collisions, head on collisions, or pedestrian/bicycle collisions; and

**WHEREAS**, the City has identified, among other factors, that pedestrian right of way violations are a major cause of collisions in the City for fatal and severe collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 16.14% of all injury collisions have occurred on "Segment 1" of Firestone Boulevard, between the west City boundary limit, and Atlantic Avenue; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions in "Segment 1" of Firestone Boulevard were vehicles traveling at an unsafe seed, vehicle right of way, and improper vehicle turning, leading to 481 collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 6.95 % of all injury collisions have occurred on "Segment 2" of Firestone Boulevard, between the east City boundary limit, and Atlantic Avenue; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions in "Segment 2" of Firestone Boulevard were vehicles traveling at an unsafe speed, vehicle right of way, and improper vehicle turning, leading to 316 collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 9.52% of all injury collisions have occurred on "Segment 1" of Tweedy Boulevard, between the west City boundary limit, and Atlantic Avenue; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions in "Segment 1" of Tweedy Boulevard were vehicles traveling at an unsafe speed, vehicle right of way, and improper vehicle turning, leading to 240 collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 0.33% of all injury collisions have occurred on "Segment 2" of Tweedy Boulevard, between Atlantic Avenue and Burtis Street; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions in "Segment 2" of Tweedy Boulevard were vehicle right of way, and failure to stop at a stop sign, leading to 15 collisions; and

**WHEREAS**, Tweedy Boulevard has the highest number of pedestrian collisions in the City; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 6.21% of all injury collisions have occurred on Garfield Avenue; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions on Garfield Avenue were due to automobiles traveling at an unsafe speed, vehicle right of way, and improper turning, leading to 206 collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 5.46% of all injury collisions have occurred on Long Beach Boulevard; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions on Long Beach Boulevard were due to automobiles traveling at an unsafe speed, vehicle right of way, and improper turning, leading to 124 collisions; and



**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 5.05% of all injury collisions have occurred on Southern Avenue; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions on Southern Avenue were due to automobiles traveling at an unsafe speed, vehicle right of way, and improper turning, leading to 132 collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 4.97 % of all injury collisions have occurred on California Avenue; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions on California Avenue were due to automobiles traveling at an unsafe speed, vehicle right of way, and improper turning, leading to 160 collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 4.88 % of all injury collisions have occurred on Atlantic Avenue; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions on Atlantic Avenue were due to automobiles traveling at an unsafe speed, vehicle right of way, and improper turning, leading to 164 collisions; and

**WHEREAS**, the between January 1, 2014, and December 31, 2016, there have been 2 fatal and severe collisions involving motorcycles, and 6 pedestrian and/or bicycle collisions on Atlantic Avenue; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 4.06 % of all injury collisions have occurred on Imperial Highway; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions on Imperial Highway were due to automobiles traveling at an unsafe speed and vehicle right of way leading to 85 collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 3.56 % of all injury collisions have occurred on State Street; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions on State Street were due to automobiles traveling at an unsafe speed, improper turning and vehicle right of way leading to 62 collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 3.06 % of all injury collisions have occurred on Otis Street; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions on Otis Street were due to automobiles traveling at an unsafe speed leading to 110 collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 1.32 % of all injury collisions have occurred on Santa Ana Street; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions on Santa Ana Street were due to automobiles traveling at an unsafe speed and improper turning leading to 44 collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 0.99 % of all injury collisions have occurred on Ardmore Avenue; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions on Ardmore Avenue were due to vehicle right of way and other hazardous violations leading to 40 collisions, including 1 fatality, and 2 pedestrian or bicycle collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 0.99 % of all injury collisions have occurred on Independence Avenue; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions on Independence Avenue were due to automobiles traveling at an unsafe speed, pedestrian right of way, and vehicles traveling on the wrong side of the road leading to 33 collisions, including one fatality, 5 pedestrian, and 1 bicycle or motorcycle collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 0.83 % of all injury collisions have occurred on San Juan Avenue; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions on San Juan Avenue were due to vehicle right of way and improper turning leading to 24 collisions, including 1 fatality, 4 pedestrian, and 1 bicycle collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the following intersections have the majority of the collisions in the City: Atlantic Avenue and McCallum Avenue, Firestone Boulevard and Long Beach Boulevard, Firestone Boulevard and Santa Fe Avenue, San Miguel Avenue and Tweedy Boulevard, Long Beach Boulevard and Tweedy Boulevard, Garfield Avenue and Imperial Highway, Tweedy Boulevard and Dearborn Avenue, and Tweedy Boulevard and San Juan Avenue; and

**WHEREAS**, the City seeks to reduce the number of people killed or injured in traffic collisions, alcohol involved collisions, drug involved collision, reduce the number of motorcyclists killed and injured in traffic collisions, and reduce hit and run fatal collisions and injuries; and

**WHEREAS**, the City seeks to reduce the number of people killed or injured in traffic due to distractions, crowding of busy thoroughfares, street congestion, slowing of traffic, or creation of traffic hazards; and

**WHEREAS**, the City seeks to support and properly regulate sidewalk vending, while providing for the health, safety and welfare of the general public, including street vendors, pedestrians, and motorists;

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

**SECTION 1.** Section 2.10.970 (Severability), of Chapter 2.10 (Business Regulation), of Title 2 (Licenses – Business Regulations), of the South Gate Municipal Code is hereby amended in its entirety to read as follows:

**Section 2.10.970 Sidewalk Vending Program.**

- A. Definitions.**
- B. City Administration.**
- C. Special Sidewalk Vending Districts.**
- D. Business Licenses and Vending Permits.**
- E. Additional Operational Requirements for Vending.**
- F. Placement of Stationary or Push Carts.**
- G. Monitoring and Compliance.**
- H. Vending in City Parks.**
- I. Vending Within the Immediate Vicinity of a Permitted Certified Farmer’s Market or Permitted Swap Meet.**
- J. Severability.**

**A. Definitions.** For purposes of this section, the following words or phrases shall have the following meanings:

1. **Cart.** Collectively, a Stationary Cart or a Push Cart.
2. **Citation.** An Administrative Citation issued pursuant to Chapter 1.59 of this Code, unless otherwise specified.
3. **City.** The City of South Gate, a municipal corporation.

4. Department. The Department of Administrative Services of the City of South Gate.
5. Food. Any type of edible substance or beverage.
6. Goods or Merchandise (Merchandise). Any item that is not Food.
7. Healthy Food. Food which provides vital nutrients with limited fats, cholesterol, sodium and added sugar, as defined in the Rules and Regulations.
8. Operator. A natural person or persons who pushes or moves a Cart, whether or not the natural person or persons is a Licensee.
9. Push Cart or Mobile Cart. A piece of equipment used for Vending, as specified in the Rules and Regulations, which is mobile, has no motor and is capable of being propelled by an individual.
10. Person or Persons. One or more natural persons, individuals, groups, businesses, business trusts, companies, corporations, joint ventures, joint stock companies, partnership, entities, associations, clubs or organizations composed of two or more individuals (or the manager, lessee, agent, servant, officer or employee of any of them), whether engaged in business, nonprofit or any other activity.
11. Public Place. Any street, sidewalk, alley or other public way, any public park, square, space or grounds, any publicly owned or leased land or buildings.
12. Roaming Sidewalk Vendor. A sidewalk vendor who moves from place to place and stops only to complete a transaction.
13. Sidewalk. Any surface in the public right-of-way provided for the use of pedestrian traffic.
14. Sidewalk Vending Program. The Sidewalk Vending Program regulates the City's allocation of Licenses and Permits for the sale of Food or Merchandise.
15. Sidewalk Vendor or Street Vendor. A person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path. For purposes of this chapter, the words "peddler" and "sidewalk vendor" or "street vendor" shall be interchangeable.
16. Stationary Cart. A piece of equipment used for Vending, as specified in the Rules and Regulations, which has no motor and is not mobile, except when

being pushed, carried, or transported to and from a space on the Sidewalk on a daily basis.

17. **Stationary Sidewalk Vendor.** A sidewalk vendor who vends from a fixed location.
18. **Vend, Vends or Vending.** To peddle, hawk, sell, barter or lease; to offer to sell, barter or lease; or to display for sale, barter or lease any goods, wares, merchandise or services; to solicit offers to purchase, or to barter Food or Merchandise, or to require someone to negotiate, establish or pay a fee before providing Food or Merchandise, even if characterized as a donation.
19. **Vending License (License).** A written City approval required for each person who Vends in the City.
20. **Vending Permit (Permit).** A written City approval required for each Cart, or operator of a Cart, used for Vending in the City.
21. **Vendor.** A Person who Vends.

**B. City Administration.**

1. The City is authorized to issue Licenses and Permits for Vending Food or Merchandise and the use of Carts through the Sidewalk Vending Program.
2. Rules and Regulations to implement the Sidewalk Vending Program may be developed by the City.
3. The City shall establish a complaint process to allow the public to report problems. The City shall also notify Licensees and Permittees of all filming and special events locations.

**C. Special Sidewalk Vending Districts.**

1. The City Council may establish certain areas where Vending may be expanded, restricted or prohibited. Such areas shall be called "Special Sidewalk Vending Districts."

**D. Business Licenses and Vending Permits.**

1. License.
  - (a) Every Person who engages in Vending is a Vendor and must first obtain, and at all times maintain, a valid License.

- (b) Every Vendor must Vend in compliance with the terms and conditions of the License, which may be amended from time to time, and shall agree to abide by any amendments and/or changes to this ordinance as amended from time to time.
- (c) To apply for a License, the Vendor must present a valid identification, such as a State of California identification, Matricula Consular or any other government-issued identification card and provide the following information:
  - (1) The name, address and telephone number of the Vendor.
  - (2) Proof of liability insurance in an amount of not less than one million dollars (\$1,000,000.00) per occurrence.
  - (3) Any other information required by the Rules and Regulations as may be established by the City.
  - (4) A statement as to whether the applicant has been convicted of any criminal offense.
  - (5) A Vendor who sells Food, in addition to the requirements of this subdivision, shall certify completion of a food handler course and present a copy of the course completion certificate.
- (d) A License must be renewed every year, prior to expiration.
- (e) No License is transferable.
- (f) The applicant must pay an application or renewal fee, as established by the City.
- (g) A Person may only apply for a maximum of one License per year.

2. Permit.

- (a) Every Cart used for Vending must obtain and display a valid Permit.
- (b) Every Operator of a Cart must obtain and display a valid Permit.
- (c) Every Cart must be placed and used at all times in compliance with the terms and conditions of the Permit and all other applicable laws and regulations.

- (d) An applicant for a Permit shall present a valid identification, such as a State of California identification, Matricula Consular or any other government-issued identification and provide the following information:
  - (1) The name, address and telephone number of the Vendor.
  - (2) A complete list of the types of Food or Merchandise that will be sold.
  - (3) The hours per day and days per week during which Sidewalk Vending will be conducted.
  - (4) An application for placement of a Stationary Cart in a commercial or industrial area of the City shall contain the proposed location, marked by major cross streets, and either the north, south, east or west side of the street and a photo or sketch of that location. An application for a Push Cart in a residential area of the City shall contain a sketch showing the route the Vendor will travel. Commercial, industrial and residential areas will be specified by the City.
  - (5) Proof of liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence.
  - (6) A statement as to whether the applicant has been convicted of any criminal offense.
  - (7) Any other information required by the City.
- (e) A Person may apply for a maximum of one Permit.
- (f) A Permit must be renewed every year, prior to expiration.
- (g) The Vendor shall pay an application and renewal fee, as established by the City.
- (h) No Person may Vend on the Sidewalk unless it has a Permit. The Permit must be attached onto the Cart and be posted where visible.
- (i) Every Cart used to Vend Food must be approved by the Los Angeles County Health Department. A Cart approved by the Los Angeles County Health Department to Vend one type or types of Food, may not be used to Vend a different type or types of Food.

- (j) A Permit is not transferrable to another person, vendor, entity, Cart, location or route.

**E. Additional Operational Requirements for Vending.**

1. At all times, a Vendor must Vend in compliance with the South Gate Municipal Code, and City department regulations.
2. Every Vendor who Vends with a Cart must be in possession of a valid License and the Cart must display a valid Permit.
3. A Vendor may not use a Stationary Cart to Vend in a residential area. Only a Push Cart may be used to Vend in a residential area.
4. A Vendor may operate a Stationary Cart only in a commercial or industrial zone.
5. In order to ensure the health, safety, and welfare of the public, no more than two Stationary Carts with approved Permits may be used to Vend on the Sidewalk of a single block face within commercial and industrial area Sidewalks of the City, except as may be approved or alternatively regulated in a Special Sidewalk Vending District.
6. In order to ensure the health, safety, and welfare of the public, and to avoid collisions involving pedestrians and vehicles, Sidewalk and Mobile Vending is permitted between the hours of 9:00 a.m. and 6:00 p.m., and Vending in City parks is only permitted during Park operating hours.
7. A Vendor who Vends in a residential area with a Push Cart shall move continuously, except when conducting a sale, which must last no more than seven minutes per sale, except as may be approved or alternatively regulated in a Special Sidewalk Vending District.
8. A decal issued by the City and certifying the issuance of a Permit for the Cart, as well as the Health Department permit, shall be attached to and prominently displayed on each Cart in use by a Vendor to sell Food.
9. Every Cart must not exceed a length of 72 inches, a width of 54 inches, or a height, including roof or awning, of 78 inches. A Permit application may request, and the City may approve, a small table for condiments to be used in conjunction with a Cart selling Food.



10. A Food Vendor must provide a trash receptacle for customers and must ensure proper disposal of customer trash. The trash receptacle must be large enough to accommodate customer trash without resort to existing trash receptacles located on any block for use by the general public. A Vendor may not dispose of customer trash in existing trash receptacles on Sidewalks.
11. In order to prevent any slip and fall injuries or contaminants from entering into storm drains, Vendors must maintain a clean and trash-free 10-foot radius from the Vendor's Cart during hours of operation and must leave the area clean by the approved closing time, including cleaning all areas of the Sidewalk used by the Vendor.
12. Vendors are prohibited from receiving mobile support throughout the day, be it for food or merchandise, including, but not limited to, from mobile commissaries.
13. No Cart, condiment table or Vendor's trash receptacle may be left on the Sidewalk after the Vendor's approved closing time.
14. No Cart shall be chained or fastened to any pole, sign, tree or other object in the public right-of-way or left unattended.
15. Vending within 500 feet of any K-12 school or playground is prohibited from 6:00 a.m. through 6:00 p.m., unless the Vendor is selling exclusively Healthy Food.
16. In order to provide for the health, safety, welfare of the public, to minimize collision incidents, including pedestrian and vendor safety, to minimize stop and go or added sudden movements on City streets, Vending is not allowed within the areas designated as the "Tweedy Boulevard Corridor," "Garfield Avenue Corridor", "Paramount Boulevard Corridor," the "Azalea Shopping Center," the "Crossroads Retail Center," the Imperial Highway Corridor," the "Long Beach Boulevard Corridor," the "Otis Street Corridor," the "Atlantic Avenue Corridor," the "California Avenue Corridor," the "Firestone Boulevard Corridor," the "El Paseo Shopping Center," State Street, Independence Avenue, Ardmore Avenue, San Juan Avenue, Santa Ana Street, Southern Avenue, or any other venue or zone as determined by the City Council.
17. No Vending is allowed one hour before, during and one hour after special events that are permitted by the City, including filming.
18. City permitted filming and special events shall have priority over Vending Permits.

19. Vending of illegal or counterfeit Merchandise is prohibited.
20. Vending of services is prohibited.
21. All goods, wares or merchandise vended by a street vendor shall be contained upon or within the Cart used by the street vendor or contained upon the person of said vendor. In no case shall any goods, wares or merchandise be placed directly upon a street, sidewalk or public place. No Person who Vends shall place any blanket, tarp, or other covering on the Sidewalk to Vend, and all Vending must be done on a Cart.
22. All Vendors must offer a receipt to a patron for the sale of any Food or Merchandise.

**F. Placement of Stationary or Push Carts.**

1. For safety reasons, vending Food or Merchandise on City Sidewalks shall be prohibited:
  - (a) Within 10 feet of a marked crosswalk.
  - (b) Within 10 feet of the curb return of an unmarked crosswalk.
  - (c) Within 10 feet of any fire hydrant, fire call box or other emergency facility.
  - (d) Within 10 feet ahead and 45 feet to the rear of a sign designating a bus stop.
  - (e) Within a marked bus zone.
  - (f) Within 10 feet of a bus bench.
  - (g) Within 10 feet of a transit shelter.
  - (h) Within 5 feet of an area improved with lawn, flowers shrubs, trees or street tree wells.
  - (i) Within 10 feet of a driveway or driveway apron.
  - (j) Within 4 feet of an outdoor dining or patio dining area.
  - (k) Within 36 inches from the edge of the curb.

- (l) In order to comply with the Americans with Disability Act, the Vendor must leave free-flow space of 36" from the curb, structure, or fixed object to the edge of the Cart.
  - (m) Where blocks traffic signs.
  - (n) Within 40 feet of a construction or maintenance zone.
  - (o) Where placement of a Cart would impede stopping sight distance and/or site distance for any driveway or intersection.
  - (p) On City-owned property without prior City approval.
2. Notwithstanding any specific prohibitions in this subsection, no Vendor shall install, use or maintain a Cart where placement endangers the safety of persons or property.
  3. Notwithstanding the requirements of this section, a Bulky Item, as defined in South Gate Municipal Code Section 5.08.005, may include a Cart, as described in Sections 2.10.970.A.1, 2.10.970.A.8, 2.10.970.A.14, and 2.10.970.F.8 of the South Gate Municipal Code, and is subject to disposal pursuant to 5.08 of the South Gate Municipal Code, if the Cart has been abandoned or discarded, as described in Sections 5.08.010 or 5.08.020 of the South Gate Municipal Code.
  4. In order to protect the safety, health and welfare of the public, and in order to avoid any collisions in the ingress and egress into any public park, no person shall sell, expose for sale or offer to sell any goods, wares or merchandise of any kind in or along any public street, lane, or thoroughfare adjoining or approaching any public park within the City within two hundred feet of said park,

**G. Monitoring and Compliance.**

1. A Vendor, Licensee, or Operator issued a Citation shall be subject to the following fines:
  - (a) Vending without a valid Permit or License:
    - (1) An administrative fine of \$250 for a first violation;
    - (2) An administrative fine of \$500 for a second violation;
    - (3) An administrative fine of \$1,000 for a third violation; and

- (4) An administrative fine of \$1,000 for a fourth and each subsequent violation and confiscation of the Cart, Food and Merchandise.
  - (5) The administrative fines listed in this paragraph may be reduced from \$250 to \$100, \$500 to \$150 and \$1000 to \$200 upon submission of proof of Permit or License to the City Attorney.
- (b) Vending which violates a requirement in this section, other than failure to possess a valid Permit or License:
- (1) An administrative fine of \$100 for a first violation;
  - (2) An administrative fine of \$200 for a second violation;
  - (3) An administrative fine of \$500 for a third violation; and
  - (4) An administration fine of \$500 for a fourth and each subsequent violation and revocation or suspension of Permit or License and/or confiscation of Cart, Food and Merchandise.
- (c) Unless otherwise specified herein, all Citations issued for violations of this section shall be subject to the provisions set forth in Chapter 1.59 of the South Gate Municipal Code, including, but not limited to, the administrative hearing and appeal process and the City's authority to use any civil remedy available to collect any unpaid administrative fine, except that Section 1.59.100 shall not apply..
2. The City may revoke or suspend a Permit or License or order the confiscation of a Cart, Food and Merchandise.
3. Revocation of License or Permit:
- (a) Revocation or suspension proceedings shall be conducted pursuant to the requirements in the Rules and Regulations.
  - (b) Prior to revocation or suspension, the City shall afford the Vendor or Cart owner a due process hearing.
  - (c) A Vendor whose License or Permit is revoked may not renew their License or Permit for one year.
4. Confiscation of Cart and/or Food and Merchandise:

- (a) Confiscation proceedings shall be conducted pursuant to the requirements in the Rules and Regulations.
- (b) Prior to confiscation, the City shall afford the Vendor or Cart owner a due process hearing, except where the health and safety of the general population are at risk or the Vendor is arrested.
- (c) A Vendor whose License or Permit is revoked may not renew their License or Permit for one year.

**H. Vending in City Parks.**

Subject to the licensing requirements of this Section 2.10.970.E, vending of food or merchandise in a City Park is permitted, except that no vending of food or merchandise by either Mobile or Stationary Vendors shall be allowed in any City Park owned and operated by the City where the City has signed an agreement for concessions that exclusively permits the sale of food or merchandise by the concessionaire. The City may adopt additional requirements regulating the time, place, and manner of sidewalk vending in a park owned or operated by the City if it finds that vending in City parks negatively affects to health, safety, or welfare concerns; is necessary to ensure the public's use and enjoyment of natural resources and recreational opportunities; or finds it necessary to prevent an undue concentration of commercial activity that unreasonably interferes with the scenic and natural character of the park. In any event, vending in City Parks shall not be permitted during any time in which the City Park is closed to the public.

- 1. For safety reasons to prevent fires, burns or other injuries, vending Food within City parks shall be prohibited as follows:
  - a. Within 100 feet of any concession area; and
  - b. Vending of Food shall be restricted to areas within the park that are designated for cooking or barbequing;
- 2. In order to ensure the public's use and enjoyment of natural resources and recreational opportunities, vending within City parks shall be prohibited as follows:
  - a. Within 100 feet of any concession area;
  - b. Within 100 feet of a playground; and
  - c. Within 100 feet of any spectator seating or viewing area of any sports or recreational activity.

**I. Vending Within the Immediate Vicinity of a Permitted Certified Farmer's Market or Permitted Swap Meet.**

No vending of food or merchandise is permitted within 500 feet of a permitted certified farmer's market or a permitted swap meet during the limited operating hours of that certified farmer's market or swap meet. A "certified farmer's market" means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter. A "swap meet" means a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.

**J. Severability.**

If any subsection, subdivision, clause, sentence, phrase or portion of this section is held unconstitutional or invalid or unenforceable by any court or tribunal of competent jurisdiction, the remaining subsections, subdivisions, clauses, sentences, phrases or portions of this section shall remain in full force and effect, and to this end the provisions of this section are severable.

**SECTION 2.** Section 2.08.460 (Not Applicable to First Amendment Activities), is hereby added to Chapter 2.08 (Business License Tax), of Title 2 (Licenses – Business Regulations), of the South Gate Municipal Code to read as follows:

Section 2.08.460 Not Applicable to First Amendment Activities.  
No license or permit as specified in Title 2 of this Code is required for any Vendor engaged in traditional expressive speech, performing or petitioning activities.

**SECTION 3.** Section 2.10.980 (Severability), is hereby added to Chapter 2.10 (Business Regulation), of Title 2 (Licenses – Business Regulations), of the South Gate Municipal Code to read as follows.

Section 2.10.980 Severability.  
If any section, subsection, sentence, clause, phrase or portion of this chapter is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this chapter. The city council declares that it would have adopted this chapter and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases or portions be declared invalid or unconstitutional.

**SECTION 4.** Subsection A. of Section 2.44.040 (Vending Restrictions), of Chapter 2.44 (Sales From Motorized Vehicles Restricted), of Title 2 (Licenses – Business Regulations), of the South Gate Municipal Code is hereby amended in its entirety to read as follows:

A. No person shall engage in vending from a motorized vehicle at any one location for a period of time exceeding thirty minutes and, regardless of the length of time that vending occurred at such location, shall not vend again for a period of four hours within five hundred feet of such location. The restrictions on vending contained herein shall apply to vending on private property, as well as vending on the public streets, but shall not apply to mobile or stationary vending as described in Section 2.10.970 of the South Gate Municipal Code.

**SECTION 5.** Subsection Z. of Section 2.08.410 (Payment of Business License Taxes and Gross Receipts Tax – Fiscal Year), of Chapter 2.08 (Business License Tax), of Title 2 (Licenses – Business Regulations), of the South Gate Municipal Code is hereby amended to read as follows:

Z. Mobile and Stationary Vending as described in Section 2.10.970.

**SECTION 6.** Subsection AA. of Section 2.08.410 (Payment of Business License Taxes and Gross Receipts Tax – Fiscal Year), of Chapter 2.08 (Business License Tax), of Title 2 (Licenses – Business Regulations), of the South Gate Municipal Code is hereby added to read as follows:

AA. Other business (not elsewhere classified).

**SECTION 7.** Section 7.49.110 (Sale of Merchandise), of Chapter 7.49 (Park), of Title 7 (Public Safety and Morals), of the South Gate Municipal Code is hereby amended in its entirety to read as follows:

Subject to the licensing requirements of this Section 2.10.970.E and restrictions in 2.10.970.I, vending of food or merchandise in a City Park is permitted, except that no vending of food or merchandise by Stationary Vendors shall be allowed in any City Park owned and operated by the City where the City has signed an agreement for concessions that exclusively permits the sale of food or merchandise by the concessionaire. Within the limits of any municipal park, it is unlawful for any person to raffle any merchandise, article, or thing whatsoever, without special written permit from the parks and recreation department.

**SECTION 8.** Section 7.49.130 (Conducting Business or Circulating Petition), of Chapter 7.49 (Park), of Title 7 (Public Safety and Morals), of the South Gate Municipal Code is hereby amended in its entirety to read as follows:

Unless expressly permitted pursuant to Section 2.10.970 of the South Gate Municipal Code, permitted under contract with the City of South Gate, or approved by the City

Council, it is unlawful for any person to practice, carry on, conduct, or solicit for any trade, occupation, business or profession within the limits of any municipal park.

**SECTION 9.** Section 7.49.132 (Peddling Near Parks), of Chapter 7.49 (Parks), of Title 7 (Public Safety and Morals), of the South Gate Municipal Code is hereby amended in its entirety to read as follows:

In order to provide for the health, safety and welfare of park visitors and subject to the provisions of Sections 2.10.970.F and 2.10.970.G of the South Gate Municipal Code, no person shall sell, expose for sale or offer to sell any goods, wares or merchandise of any kind in or along any public street, lane, or thoroughfare adjoining or approaching any public park within the City within two hundred feet of said park.

**SECTION 10.** The project is exempt from CEQA as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Section 15061 (b) (3) of the CEQA Regulations (14 CCR § 15061).

**SECTION 11. URGENCY CLAUSE.**

The City Council finds and declares that this ordinance is required for the immediate protection of public peace, health and safety for the following reason: Many people are currently vending in the City of South Gate without regulations which are needed to protect the health and safety of the public and vendors. Regulations requiring the placement of vending equipment on approved City sidewalks will provide sufficient space for safe passage of pedestrians walking by a vendor and his or her equipment. Regulations requiring vendors who sell food to complete a course in the proper way to handle food and requiring the Los Angeles County Department of Public Health to approve food carts used in the City will help prevent foodborne illnesses caused by the improper handling of food by vendors. In order for the City of South Gate to protect the health and safety of its residents, the Sidewalk Vending Program must become effective as soon as possible. For all these reasons, the ordinance shall become effective upon publication.

[Remainder of Page Left Intentionally Blank]



**SECTION 12.** This Interim Urgency Ordinance shall take effect immediately upon its adoption by a four-fifths (4/5) vote of the City Council. It shall be of no further force or effect forty-five (45) days from the date of adoption unless extended following a public hearing, as provided in Government Code Section 65858.

**SECTION 13.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

**PASSED, APPROVED and ADOPTED** this 11<sup>th</sup> day of **December 2018**.

**CITY OF SOUTH GATE:**

\_\_\_\_\_  
María Belén Bernal, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**Senate Bill No. 946**

**CHAPTER 459**

An act to add Chapter 6.2 (commencing with Section 51036) to Part 1 of Division 1 of Title 5 of the Government Code, relating to sidewalk vendors.

[Approved by Governor September 17, 2018. Filed with Secretary of State September 17, 2018.]

**LEGISLATIVE COUNSEL'S DIGEST**

**SB 946, Lara. Sidewalk vendors.**

Existing law authorizes a local authority, by ordinance or resolution, to adopt requirements for the public safety regulating any type of vending and the time, place, and manner of vending from a vehicle upon a street.

This bill would prohibit a local authority, as defined, from regulating sidewalk vendors, except in accordance with the provisions of the bill. The bill would provide that a local authority is not required to adopt a new program to regulate sidewalk vendors if the local authority has established an existing program that substantially complies with the provisions of the bill. The bill would apply these provisions to a chartered or general law city, county, or city and county.

The bill would require a local authority that elects to adopt a sidewalk vending program to, among other things, not require a sidewalk vendor to operate within specific parts of the public right-of-way, except when that restriction is directly related to objective health, safety, or welfare concerns, and not restrict sidewalk vendors to operate only in a designated neighborhood or area, except as specified. The bill would authorize a local authority to, by ordinance or resolution, adopt additional requirements regulating the time, place, and manner of sidewalk vending, as specified, if the requirements are directly related to objective health, safety, or welfare concerns. The bill would also authorize a local authority to prohibit sidewalk vendors in areas located within the immediate vicinity of a permitted certified farmers' market and a permitted swap meet, as specified, and to restrict or prohibit sidewalk vendors within the immediate vicinity of an area designated for a temporary special permit issued by the local authority, as specified. A violation would be punishable only by an administrative fine, as specified, pursuant to an ability-to-pay determination, and proceeds would be deposited in the treasury of the local authority.

The bill would require the dismissal of any criminal prosecutions under any local ordinance or resolution regulating or prohibiting sidewalk vendors that have not reached final judgment. The bill would also authorize a person who is currently serving, or who completed, a sentence, or who is subject to a fine, for a conviction of a misdemeanor or infraction for sidewalk

vending, as specified, to petition for dismissal of the sentence, fine, or conviction.

Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

*The people of the State of California do enact as follows:*

SECTION 1. (a) The Legislature finds and declares all of the following:

(1) Sidewalk vending provides important entrepreneurship and economic development opportunities to low-income and immigrant communities.

(2) Sidewalk vending increases access to desired goods, such as culturally significant food and merchandise.

(3) Sidewalk vending contributes to a safe and dynamic public space.

(4) The safety and welfare of the general public is promoted by encouraging local authorities to support and properly regulate sidewalk vending.

(5) The safety and welfare of the general public is promoted by prohibiting criminal penalties for violations of sidewalk vending ordinances and regulations.

(6) This act applies to any city, county, or city and county, including a charter city. The criminalization of small business entrepreneurs, and the challenges that those entrepreneurs face as a result of a criminal record, are matters of statewide concern. Further, unnecessary barriers have been erected blocking aspiring entrepreneurs from accessing the formal economy, harming California's economy in the process, and disrupting the regulation of business, which is a matter of statewide concern. Moreover, California has an interest in the regulation of traffic, a matter of statewide concern, whether in ensuring the appropriate flow of traffic or in ensuring the safety of pedestrians on the road or the sidewalk.

(b) It is the intent of the Legislature to promote entrepreneurship and support immigrant and low-income communities.

SEC. 2. Chapter 6.2 (commencing with Section 51036) is added to Part 1 of Division 1 of Title 5 of the Government Code, to read:

#### CHAPTER 6.2. SIDEWALK VENDORS

51036. For purposes of this chapter, the following definitions apply:

(a) "Sidewalk vendor" means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path.

(b) "Roaming sidewalk vendor" means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

(c) “Stationary sidewalk vendor” means a sidewalk vendor who vends from a fixed location.

(d) “Local authority” means a chartered or general law city, county, or city and county.

51037. (a) A local authority shall not regulate sidewalk vendors except in accordance with Sections 51038 and 51039.

(b) Nothing in this chapter shall be construed to affect the applicability of Part 7 (commencing with Section 113700) of Division 104 of the Health and Safety Code to a sidewalk vendor who sells food.

(c) Nothing in this chapter shall be construed to require a local authority to adopt a new program to regulate sidewalk vendors if the local authority has established an existing program that substantially complies with the requirements in this chapter.

51038. (a) A local authority may adopt a program to regulate sidewalk vendors in compliance with this section.

(b) A local authority’s sidewalk vending program shall comply with all of the following standards:

(1) A local authority shall not require a sidewalk vendor to operate within specific parts of the public right-of-way, except when that restriction is directly related to objective health, safety, or welfare concerns.

(2) (A) A local authority shall not prohibit a sidewalk vendor from selling food or merchandise in a park owned or operated by the local authority, except the local authority may prohibit stationary sidewalk vendors from vending in the park only if the operator of the park has signed an agreement for concessions that exclusively permits the sale of food or merchandise by the concessionaire.

(B) Notwithstanding subparagraph (A), a local authority may adopt additional requirements regulating the time, place, and manner of sidewalk vending in a park owned or operated by the local authority if the requirements are any of the following:

(i) Directly related to objective health, safety, or welfare concerns.

(ii) Necessary to ensure the public’s use and enjoyment of natural resources and recreational opportunities.

(iii) Necessary to prevent an undue concentration of commercial activity that unreasonably interferes with the scenic and natural character of the park.

(3) A local authority shall not require a sidewalk vendor to first obtain the consent or approval of any nongovernmental entity or individual before he or she can sell food or merchandise.

(4) (A) A local authority shall not restrict sidewalk vendors to operate only in a designated neighborhood or area, except when that restriction is directly related to objective health, safety, or welfare concerns.

(B) Notwithstanding subparagraph (A), a local authority may prohibit stationary sidewalk vendors in areas that are zoned exclusively residential, but shall not prohibit roaming sidewalk vendors.

(5) A local authority shall not restrict the overall number of sidewalk vendors permitted to operate within the jurisdiction of the local authority,

unless the restriction is directly related to objective health, safety, or welfare concerns.

(c) A local authority may, by ordinance or resolution, adopt additional requirements regulating the time, place, and manner of sidewalk vending if the requirements are directly related to objective health, safety, or welfare concerns, including, but not limited to, any of the following:

(1) Limitations on hours of operation that are not unduly restrictive. In nonresidential areas, any limitations on the hours of operation for sidewalk vending shall not be more restrictive than any limitations on hours of operation imposed on other businesses or uses on the same street.

(2) Requirements to maintain sanitary conditions.

(3) Requirements necessary to ensure compliance with the federal Americans with Disabilities Act of 1990 (Public Law 101-336) and other disability access standards.

(4) Requiring the sidewalk vendor to obtain from the local authority a permit for sidewalk vending or a valid business license, provided that the local authority issuing the permit or business license accepts a California driver's license or identification number, an individual taxpayer identification number, or a municipal identification number in lieu of a social security number if the local authority otherwise requires a social security number for the issuance of a permit or business license, and that the number collected shall not be available to the public for inspection, is confidential, and shall not be disclosed except as required to administer the permit or licensure program or comply with a state law or state or federal court order.

(5) Requiring the sidewalk vendor to possess a valid California Department of Tax and Fee Administration seller's permit.

(6) Requiring additional licenses from other state or local agencies to the extent required by law.

(7) Requiring compliance with other generally applicable laws.

(8) Requiring a sidewalk vendor to submit information on his or her operations, including, but not limited to, any of the following:

(A) The name and current mailing address of the sidewalk vendor.

(B) A description of the merchandise offered for sale or exchange.

(C) A certification by the vendor that to his or her knowledge and belief, the information contained on the form is true.

(D) The California seller's permit number (California Department of Tax and Fee Administration sales tax number), if any, of the sidewalk vendor.

(E) If the sidewalk vendor is an agent of an individual, company, partnership, or corporation, the name and business address of the principal.

(d) Notwithstanding subdivision (b), a local authority may do both of the following:

(1) Prohibit sidewalk vendors in areas located within the immediate vicinity of a permitted certified farmers' market or a permitted swap meet during the limited operating hours of that certified farmers' market or swap meet. A "certified farmers' market" means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the

Food and Agricultural Code and any regulations adopted pursuant to that chapter. A “swap meet” means a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.

(2) Restrict or prohibit sidewalk vendors within the immediate vicinity of an area designated for a temporary special permit issued by the local authority, provided that any notice, business interruption mitigation, or other rights provided to affected businesses or property owners under the local authority’s temporary special permit are also provided to any sidewalk vendors specifically permitted to operate in the area, if applicable. For purposes of this paragraph, a temporary special permit is a permit issued by the local authority for the temporary use of, or encroachment on, the sidewalk or other public area, including, but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, filming, parades, or outdoor concerts. A prohibition of sidewalk vendors pursuant to this paragraph shall only be effective for the limited duration of the temporary special permit.

(e) For purposes of this section, perceived community animus or economic competition does not constitute an objective health, safety, or welfare concern.

51039. (a) (1) A violation of a local authority’s sidewalk vending program that complies with Section 51038 is punishable only by the following:

(A) An administrative fine not exceeding one hundred dollars (\$100) for a first violation.

(B) An administrative fine not exceeding two hundred dollars (\$200) for a second violation within one year of the first violation.

(C) An administrative fine not exceeding five hundred dollars (\$500) for each additional violation within one year of the first violation.

(2) A local authority may rescind a permit issued to a sidewalk vendor for the term of that permit upon the fourth violation or subsequent violations.

(3) (A) If a local authority requires a sidewalk vendor to obtain a sidewalk vending permit from the local authority, vending without a sidewalk vending permit may be punishable by the following in lieu of the administrative fines set forth in paragraph (1):

(i) An administrative fine not exceeding two hundred fifty dollars (\$250) for a first violation.

(ii) An administrative fine not exceeding five hundred dollars (\$500) for a second violation within one year of the first violation.

(iii) An administrative fine not exceeding one thousand dollars (\$1,000) for each additional violation within one year of the first violation.

(B) Upon proof of a valid permit issued by the local authority, the administrative fines set forth in this paragraph shall be reduced to the administrative fines set forth in paragraph (1), respectively.

(b) The proceeds of an administrative fine assessed pursuant to subdivision (a) shall be deposited in the treasury of the local authority.

(c) Failure to pay an administrative fine pursuant to subdivision (a) shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized in subdivision (a) shall not be assessed.

(d) (1) A violation of a local authority's sidewalk vending program that complies with Section 51038, or a violation of any rules or regulations adopted prior to January 1, 2019, that regulate or prohibit sidewalk vendors in the jurisdiction of a local authority, shall not be punishable as an infraction or misdemeanor, and the person alleged to have violated any of those provisions shall not be subject to arrest except when permitted under law.

(2) Notwithstanding any other law, paragraph (1) shall apply to all pending criminal prosecutions under any local ordinance or resolution regulating or prohibiting sidewalk vendors. Any of those criminal prosecutions that have not reached final judgment shall be dismissed.

(e) A local authority that has not adopted rules or regulations by ordinance or resolution that comply with Section 51037 shall not cite, fine, or prosecute a sidewalk vendor for a violation of any rule or regulation that is inconsistent with the standards described in subdivision (b) Section 51038.

(f) (1) When assessing an administrative fine pursuant to subdivision (a), the adjudicator shall take into consideration the person's ability to pay the fine. The local authority shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

(2) If the person meets the criteria described in subdivision (a) or (b) of Section 68632, the local authority shall accept, in full satisfaction, 20 percent of the administrative fine imposed pursuant to subdivision (a).

(3) The local authority may allow the person to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition.

(g) (1) A person who is currently serving, or who completed, a sentence, or who is subject to a fine, for a conviction of a misdemeanor or infraction for sidewalk vending, whether by trial or by open or negotiated plea, who would not have been guilty of that offense under the act that added this section had that act been in effect at the time of the offense, may petition for dismissal of the sentence, fine, or conviction before the trial court that entered the judgment of conviction in his or her case.

(2) Upon receiving a petition under paragraph (1), the court shall presume the petitioner satisfies the criteria in paragraph (1) unless the party opposing the petition proves by clear and convincing evidence that the petitioner does not satisfy the criteria. If the petitioner satisfies the criteria in paragraph (1), the court shall grant the petition to dismiss the sentence or fine, if applicable, and dismiss and seal the conviction, because the sentence, fine, and conviction are legally invalid.

(3) Unless requested by the petitioner, no hearing is necessary to grant or deny a petition filed under paragraph (1).

(4) If the court that originally sentenced or imposed a fine on the petitioner is not available, the presiding judge shall designate another judge to rule on the petition.

(5) Nothing in this subdivision is intended to diminish or abrogate any rights or remedies otherwise available to the petitioner.

(6) Nothing in this subdivision or related provisions is intended to diminish or abrogate the finality of judgments in any case not falling within the purview of this chapter.

SEC. 3. The Legislature finds and declares that Section 2 of this act, which adds Section 51038 to the Government Code, imposes a limitation on the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

The Legislature finds and declares that in order to protect the privacy of a sidewalk vendor with regard to his or her California driver's license or identification number, individual taxpayer identification number, or municipal identification number, when that number is collected in lieu of a social security number for purposes of the issuance of a permit or business license, it is necessary that the sidewalk vendor's number be confidential, except as provided in this act.

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# City of South Gate

Item No. 2

CITY COUNCIL

DEC 5 2018

## AGENDA BILL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

For the Regular Meeting of: December 11, 2018

10:40am

Department Director:

  
Arturo Cervantes

Originating Department: Public Works

City Manager:

  
Michael Flad

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

**PURPOSE:** The Municipal Code regulates the use of the City Seal, and some of its provisions are challenging to apply in today's fast paced environment. In certain cases, the City Seal may only be used after obtaining City Council approval, holding a public hearing, securing a permit and paying fees. Staff recommends amending the Municipal Code to transfer the approval authority to the City Manager and eliminate the permit process and corresponding fees to optimize productivity.

**RECOMMENDED ACTION:** Mayor María Belén Bernal will open the public hearing, take public testimony concerning the proposed Ordinance amending certain Sections of the South Gate Municipal Code regarding use of the City Seal, and will continue the public hearing to the regularly scheduled City Council meeting of January 22, 2019.

**FISCAL IMPACT:** None.

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

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

Currently, the Municipal Code requires City Council approval for the following uses: (a) the use of the City Seal on City stationery or other written or printed materials containing the printed names of Council Members, and (b) the use of the City Seal printed on material in support of or in opposition to any state or federal legislation or other ballot measures. By approving the proposed amendments, the City Manager will have the authority to approve such uses, as well as over specially permitted uses.

**BACKGROUND:** Chapter 1.02 of the Municipal Code establishes the procedures for the use of the City Seal. Prohibited uses of the City Seal are specified in "Section 1.02.040 Prohibited Uses of City Seal." Eight authorized uses of the seal are specified in "Section 1.02.050 Authorized Uses of City Seal." Out of the eight, two of these uses must be approved by a majority of the members of the City Council. Anyone

seeking approval for the use of the City Seal that does not fall under the authorized uses, can refer to "Section 1.02.060 Specially Permitted Uses of City Seal" where a permitting process that includes a public hearing and the respective fees paid to the City is established.

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

Staff recommends that the City Council continue the introduction of the attached Ordinance amending Sections 1.02.040, 1.02.050 and 1.02.060 of the Municipal Code to eliminate the permit process, along with the public hearing requirement and respective fees, and transfer approval issuing authority relative to the City Seal from the City Council to the City Manager, to the City Council Meeting of January 22, 2019.

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

AM:lc

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

CITY OF SOUTH GATE  
LOS ANGELES COUNTY, CALIFORNIA

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

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

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

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

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

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

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

**1.20.040 Prohibited Uses of City Seal.**

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

B. No person may use, or authorize the use of, city stationery bearing the city seal for any purposes other than those set forth in Section 1.02.050, unless specifically authorized by ~~a majority of the members of the city council~~ the city manager through the permit approval process set forth in Section 1.02.060 of this chapter.

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

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

**1.20.050 Authorized Uses of City Seal.**

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

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

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

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

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

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

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

**SECTION 6.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_ day of \_\_\_\_, 2018.

**CITY OF SOUTH GATE:**

\_\_\_\_\_  
María Belén Bernal, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

NOV 21 2018

FILED


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

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

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

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

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

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

Publication Date: November 29, 2018

Account Number: 100-701-31-6302

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Item No. 3

DEC 5 2018

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

7:50am

*City of South Gate*  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: December 11, 2018

Originating Department: Community Development

Department Director: Joe Perez  
Joe Perez

City Manager: Michael Flad  
Michael Flad

**SUBJECT: RESOLUTION AMENDING THE SCHEDULE OF FEES TO ESTABLISH A SIDEWALK VENDING BUSINESS LICENSE FEE AND SIDEWALK VENDING PERMIT FEE**

**PURPOSE:** The City intends to adopt a Sidewalk Vending Program in compliance with Senate Bill 946 (Lara). The proposed Resolution establishes fees for the implementation of the Sidewalk Vending Program for Fiscal Year 2018/19.

**RECOMMENDED ACTION:** Following the conclusion of a Public Hearing, adopt a Resolution amending Resolution No. 7668 (Schedule of Fees), to establish new business license and permit fees for Sidewalk Vending Businesses for Fiscal Year 2018/19.

AFM

**FISCAL IMPACT:** Establishing fees for a new Sidewalk Vending Program will result in the City generating revenue (i.e., business license and sidewalk vending permits) on commercial activities related to sidewalk vendor sales in South Gate. The amount of revenue is dependent upon the number of vendors that obtain a license and permit.

**ALIGNMENT WITH CITY COUNCIL GOALS:** The establishment of new fees for the Sidewalk Vending Program supports the goal of protecting strong and sustainable neighborhoods by providing revenue to offset the costs of implementing and enforcing regulations for the sale of food and merchandise on public sidewalks and parks.

**NOTICING REQUIREMENTS:** A public hearing notice was duly published in *The Wave*, a newspaper of general circulation on November 29, 2018.

**ANALYSIS:** Senate Bill 946 (Lara), which goes into effect January 1, 2019, prohibits local jurisdictions from regulating or, under certain circumstances, banning sidewalk vendors unless a Sidewalk Vending Program is adopted. Ordinance No. 2357, which was introduced during the regularly scheduled City Council meeting of November 27, 2018, will require sidewalk vendors to obtain a business license and sidewalk vending permit from the City before selling food or merchandise.

The Sidewalk Vending Program is intended to protect the public's health, safety and welfare. By establishing a new program, new costs are generated from implementing, enforcing, and managing the program – these costs will be covered by newly established fees.

It is proposed that the City Council adopt the two following Sidewalk Vending Program fees:

**BUSINESS LICENSE FEE – VENDING**

Sidewalk Vendor: \$100/cart

**BUSINESS LICENSE PERMIT FEE**

(59) Sidewalk Vending

(a) Application: \$176

(b) Renewal: \$111/year

The proposed \$100 Business License Fee is the same amount the City currently charges for business such as catering trucks that sell food or merchandise outside of an establishment. The proposed Sidewalk Vending Permit Fee of \$176 is based upon an estimate of staff time required to review and process a permit application; investigate any complaints; and enforce the regulations stipulated in the Sidewalk Vending Program.

**BACKGROUND:** On November 27, 2018, the City Council conducted a public hearing and unanimously introduced Ordinance No. 2357 to adopt a Sidewalk Vending Program, which will require sidewalk vendors to obtain a business license and sidewalk vending permit from the City before selling food or merchandise. Ordinance No. 2357 is on the agenda this evening for adoption and will be effective, January 11, 2019. This establishment of fees in the proposed resolution will support the implementation and enforcement of the Sidewalk Vending Program.

**ATTACHMENTS:** A. Proposed Resolution  
B. Public Hearing Notice



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

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,  
CALIFORNIA, AMENDING RESOLUTION NO. 7668 (SCHEDULE OF FEES)  
TO ESTABLISH NEW BUSINESS LICENSE AND PERMIT FEES FOR  
SIDEWALK VENDING BUSINESSES FOR FISCAL YEAR 2018/19**

**WHEREAS**, the City must, from time to time, adjust the schedule of fees charged for various services provided to the residents of the City; and

**WHEREAS**, a well-regulated sidewalk vending program would enliven the City of South Gate ("City") streetscape by creating a vibrant marketplace; and

**WHEREAS**, sidewalk vending has a relatively low barrier to entry, and encourages entrepreneurship; and

**WHEREAS**, providing economic opportunity for people to support themselves and their families is one of the most important goals for the City; and

**WHEREAS**, regulations are needed to ensure that the public has a simple way to ensure vendors prepare food safely and according to the Los Angeles County Department of Public Health's requirements; and

**WHEREAS**, regulations are needed to prevent unsanitary conditions and ensure trash and debris are removed by vendors; and

**WHEREAS**, the City Council finds that regulation of sidewalk vending benefits the City as a whole as it leads to orderly commerce; and

**WHEREAS**, on December 11, 2018, the City Council adopted an Interim Urgency Ordinance and Ordinance No. 2357 creating a Sidewalk Vending Program which will provide licensing and regulation of street vendors in the City and will maximize the safety and welfare of the general public; and

**WHEREAS**, within the City there are several manufacturing and retail type businesses that are primarily open during the daytime, and retail, restaurant and entertainment establishments that are open both daytime and evening; and

**WHEREAS**, the City is bordered by two highly traveled freeways, Interstate 710 and Interstate 105, each of which has freeway ramps and off ramps in or near the City; and

**WHEREAS**, the City seeks to support and properly regulate sidewalk vending, while providing for the health, safety and welfare of the general public, including street vendors, pedestrians, and motorists; and

**WHEREAS**, the City Council held a duly noticed public hearing on December 11, 2018, to consider this Resolution and take a public testimony;

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

**SECTION 1.** The City Council hereby amends the Schedule of Fees, Resolution No. 7668, adopting the two following Sidewalk Vending Program fees:

<b>BUSINESS LICENSE FEE – VENDING</b>	
Sidewalk Vendor:	\$100/Cart
<b>BUSINESS License permit fee</b>	
(59) Sidewalk Vending	
(a) Application:	\$176
(b) Renewal:	\$111/year

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

**PASSED, APPROVED and ADOPTED** this 11<sup>th</sup> day of December 2018.

**CITY OF SOUTH GATE:**

\_\_\_\_\_  
María Belén Bernal, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

**NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of South Gate will hold a public hearing to consider adopting a resolution amending the City's Schedule of Fees to establish new fees for a sidewalk vending permit and business license.

**DATE OF HEARING:** Tuesday, December 11, 2018

**TIME OF HEARING:** 6:30 pm

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

**PROJECT LOCATION:** Citywide

**PROJECT DESCRIPTION:** Consideration of adopting a resolution amending the City's Schedule of Fees to establish new fees for a sidewalk vending permit and business license.

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

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

**Contact:** Victor Ferrer, Management Analyst  
**Phone:** 323-563-9592  
**E-mail:** vferrer@sogate.org

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

**ESPAÑOL**

Información en Español acerca de esta junta puede ser obtenida llamando al 323-563-9592

**Published: November 29, 2018**

RECEIVED

DEC 4 2018

# City of South Gate

# Item No. 4

## CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

5:35pm

# AGENDA BILL

For the Regular Meeting of: **December 11, 2018**

Originating Department: **Community Development**

Department Director: Joe Perez  
Joe Perez

City Manager: Michael Flad  
Michael Flad

**SUBJECT: LOT MERGER 2018-01 FOR PROPERTIES LOCATED AT 5949 AND 5951 FIRESTONE BOULEVARD**

**PURPOSE:** To consider Lot Merger 2018-01 that will allow two contiguous lots to be merged into one lot and developed as a three-story public storage facility with offices and associated parking at 5949 and 5951 Firestone Boulevard. California Government Code Section 66499.11 – 66499.20.3 requires a public hearing and City Council approval before it is released to the County for recordation.

**RECOMMENDED ACTION:** Following the conclusion of the public hearing, adopt Resolution approving Lot Merger 2018-01 at 5949 and 5951 Firestone Boulevard for development of a three-story public storage facility with offices and associated parking.

**FISCAL IMPACT:** Business license and sales taxes from the development of a public storage facility and any on site ancillary retail sales at 5949 and 5951 Firestone.

**ALIGNMENT WITH COUNCIL GOALS:** The adoption of the proposed lot merger supports the goal of encouraging economic development and creating strong and sustainable neighborhoods. The proposed lot merger creates the opportunity for the redevelopment and repositioning of the property at 5949 and 5951 Firestone Boulevard as a state of the art public storage facility.

**ENVIRONMENTAL EVALUATION:** The project is Categorically Exempt under Class 15 (Minor Land Divisions) Section 15315 of the California Environmental Quality Act. Class 15 consists of the division of property in urbanized areas zoned for residential, commercial, or industrial use onto four or fewer parcels when the division is in conformance with the General Plan and Zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent.

**PUBLIC NOTIFICATION:** Advertising and notification of the public hearing for this item was conducted in compliance with Chapter 11.50, Title 11 of the South Gate Municipal Code. Notice of the hearing was posted at the subject property and published in the "Press Telegram" newspaper on December 1, 2018.

**ANALYSIS:** This item is a request by Dave Rand, on behalf of Nova Storage, L.P. (Nova) to allow a lot merger of the underlying parcels at 5949 and 5951 Firestone Boulevard. Nova owns and operates an existing self-storage facility at 5951 Firestone Boulevard. The existing self-storage

building has 802 spaces available for rent, measures approximately 130,000 square feet and has 110 surface parking stalls on a lot that measure 4.09 acres. The lot merger will permit the development of the adjoining parcel at 5949 Firestone Boulevard as a new self-storage building. The two properties are bounded by the Santa Fe Railroad right-of-way (ROW) to the north, a utility easement containing electrical transmission lines to the east, Firestone Boulevard to the south, and an existing self-storage facility to the west. Two used auto sale dealerships are located further south of the affected properties on the south side of Firestone Boulevard. Access to the affected properties is limited to Firestone Boulevard that consists of six travel lanes.

The adjoining parcel at 5949 Firestone Boulevard measures approximately 1.36 acres and has been operated as a used car dealership since 2002 and U-Haul rental since 2014 with a 2,000 square foot modular trailer as office space. Presently, Tacoma Auto Sales/U-Haul Rental and Medina Accounting and Tax Services have active business licenses at the subject property. Other businesses on site have included truck rentals, accounting and tax services.

The proposed lot merger will combine 5949 and 5951 Firestone Boulevard into one lot. The combined lots will measure approximately 5.45 acres. The new self-storage building will be three stories in height and measure approximately 86,000 square feet. The building design will be a modern, state of art public storage facility incorporating expansive aluminum and glass storefront window walls, smooth stucco finish and architectural metal panels. On site improvements include new block walls around the perimeter of both the parking lot and the storage development. Each parcel will likewise benefit from newly installed landscaping and outdoor lighting for pedestrian and vehicular safety.

The Department of Public Works has examined lot merger request, determined that it complies with City requirements and has requested a 7' foot dedication for future widening of Firestone Boulevard. The goal of the dedication is to secure the ultimate right-of-way as required by the adopted Mobility Element. Formal conditions of approval for the construction of the new public storage facility will be provided once constructions plans are submitted for review by the City.

The application for a lot merger is in compliance with the general provisions of Title 12 (Subdivisions) of the South Gate Municipal Code. Title 12 establishes procedures and requirements for the subdivision of real property within the City of South Gate. The South Gate General Plan 2035 designation for the property is District El Paseo/South Gate Towne Center. The purpose of this designation is to provide areas for a mix of commercial uses. The proposed lot merger request and subsequent development proposal is consistent with the South Gate General Plan 2035 and adopted elements thereof.

Compliance Table

	Allowed/Required	Proposed
Floor Area Ratio	1.5	1.5
Height	5 stories (60' feet)	3 stories (40' feet)
Parking	67 (1space/25 storage spaces)	131
Landscaping	5%	5%

Conformance with South Gate General Plan 2035

The proposed changes are consistent to the City's General Plan 2035. Chapter 3, Community Design Element of the South Gate General Plan 2035, states the following policy, listed below in bold and a

staff notation in italics that is applicable to the proposed lot merger:

Objective CD 7.1: Create attractive Corridors with a mix of uses throughout the City of South Gate.

**P.5** **The assembly of parcels and projects involving multiple parcels should be pursued to create larger and more easily developable areas.** *The proposed lot merger will allow for the redevelopment of two parcels in a contiguous manner with a multi-million dollar capital investment on a new state of the art self-storage facility.*

Planning Commission Review

At its November 20, 2018 meeting, the Planning Commission conducted a public hearing and recommended approval of Lot Merger 2018-01 to allow two contiguous lots to be merged into one lot and developed as a three-story public storage facility with offices and associated parking at 5949 and 5951 Firestone Boulevard. California Government Code Section 66499.11 – 66499.20.3 requires a public hearing and City Council approval before it is released to the County for recordation.

**BACKGROUND:** On June 26, 2018, the City Council adopted Ordinance No. 2351 amending Chapter 11.21 (Land Use Types), Section 11.21.030 (Land Use Permissions Tables) Table 11.21-4(a) (Footnotes Commercial Industrial Zones Allowed Land Uses) of Title 11 (Zoning) that added a footnote that would clarify that public storage is a permissible use at 5949 and 5951 Firestone Boulevard.

**ATTACHMENTS:** A. Proposed Resolution  
B. Lot Merger Plan  
C. Location Map  
D. Planning Commission Resolution No. 2018-22  
E. Site Plan and Elevations  
F. Notice of Pubic Hearing

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

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SOUTH GATE, CALIFORNIA APPROVING LOT MERGER  
2018-01 AT 5949 AND 5951 FIRESTONE BOULEVARD  
FOR DEVELOPMENT OF A THREE-STORY PUBLIC  
STORAGE FACILITY WITH OFFICES  
AND ASSOCIATED PARKING**

**WHEREAS**, on July 9, 2018, the Department of Community Development received an application from Dave Rand, on behalf of Nova Storage L.P. (“Nova Storage”) for Lot Merger No. 2018-01 to allow the merger of two underlying parcels at 5949 and 5951 Firestone Boulevard; and

**WHEREAS**, the property is located in the incorporated portions of the City of South Gate (“City”) more particularly described as APN: 6232-005-005 & 006; and

**WHEREAS**, after conducting a public hearing at its November 20, 2018, meeting, the Planning Commission recommended approval of Lot Merger 2018-01 and determined that it is Categorically Exempt under Section 15315, Class 15, of the California Environmental Quality Act; and

**WHEREAS**, staff has conducted necessary investigations to assure the proposed lot merger would be consistent with the purposes of the City’s Subdivision Ordinance; and

**WHEREAS**, a written staff report was prepared by staff which included a recommendation for approval of this lot merger subject to conditions; and

**WHEREAS**, the Department of Public Works has examined the lot merger request, determined that it complies with City requirements, and has requested a 4 foot dedication and 5 foot easement if the City identifies an active sewer line at the southerly property line (facing Firestone Boulevard); otherwise, a 4 foot dedication will suffice; and

**WHEREAS**, California Government Code Section 66499.11 – 66499.20.3 requires that the City Council approve the Lot Merger before it is released to the County for recordation; and

**WHEREAS**, The City Council makes the following findings:

1. Lot Merger 2018-01 is Categorically Exempt under Section 15315, Class 15 of the California Environmental Quality Act and will have no significant environmental impacts.

2. Lot Merger 2018-01 complies with all applicable requirements of State Law and City Ordinances.
3. Lot Merger 2018-01 is in compliance with and will not adversely affect the comprehensive General Plan 2035.
4. The request is consistent with the intent of Title 12 (Subdivisions) of the Municipal Code.
5. The proposal will not be materially detrimental to the general welfare or injurious to the property or improvements in the vicinity and zone in which the property is located. The proposal is in conformance with the code requirement provisions of the South Gate Municipal Code.

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

**SECTION 1.** The foregoing recitals are true and correct and are incorporated herein by reference.

**SECTION 2.** After reviewing the entire project record, the City Council hereby determines the approval of the proposed lot merger is Categorically Exempt under Class 15 (Minor Land Divisions) Section 15315 of the California Environmental Quality Act. Class 15 consists of the division of property in urbanized areas zoned for residential, commercial, or industrial use onto four or fewer parcels when the division is in conformance with the General Plan and Zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent.

**SECTION 3.** The City Council hereby approves Lot Merger 2018-01 (Exhibit 2) to allow the merger of two underlying parcels at 5949 and 5951 Firestone Boulevard, subject to the conditions of approval in Exhibit 1, with the understanding that the conditions set forth in Section 4 (Planning) thereof are not prerequisites to Lot Merger 2018-01, but are instead only proposed conditions to the Design Review Process and are subject to change at the discretion of the Community Development Director.

[Remainder of page left blank intentionally]



**SECTION 4.** If any one or more of the provisions contained in this Resolution shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Resolution shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

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

**PASSED, APPROVED and ADOPTED** this 11<sup>th</sup> day of December 2018.


**CITY OF SOUTH GATE:**

\_\_\_\_\_  
María Belén Bernal, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## EXHIBIT 1

### RESOLUTION NO. \_\_\_\_\_ Lot Merger 2018-01 CONDITIONS OF APPROVAL

#### 1. Code Compliance

Unless otherwise waived, the Permittee shall comply with all applicable codes, laws, rules and regulations, including the Health, Building and Safety, Public Works, Fire, and Zoning of the City of South Gate.

#### 2. Compliance with Title 12 and California Subdivision Map Act

All requirements and procedures of Title 12 (Subdivisions) of the City of South Gate Municipal Code and California State Subdivision Act shall be met.

#### 3. Building and Safety

No building sewer shall be located in a lot other than the lot that is the site of the building or structure by such sewer. Separate sewer lines will be required for each lot.

#### Planning

The following conditions of approval are for INFORMATIONAL PURPOSES ONLY and are merely likely conditions of approval for the related self-storage project. They are NOT conditions of approval for Lot Merger 2018-01 and do not need to be satisfied in order to effectuate a final map for Lot Merger 2018-01.

1. Except as set forth in conditions, development shall take place substantially as shown on the approved site plans and elevations. Any deviations (e.g. height, setbacks, material schedule) that still meet all of the City's codes and criteria will be substantially in conformance with this approval. However, any material deviations must be approved by the Community Development Department before construction.
2. Within thirty (30) days of approval of the project, the applicant and property owner shall certify his/her acceptance of the conditions placed on the approval by signing a notarized Affidavit of Acceptance stating that he/she accepts and shall be bound by all of the conditions.
3. Future changes to the exterior color (either stucco or paint) shall be obtained by separate review and approval by the Planning Division of the Community Development Department.
4. At the completion of the project, final approval from the Planning Division shall be obtained prior to Building and Safety Division final approval. All conditions of approval shall be met prior to final approval by the Planning Division.
5. The applicant shall defend and hold harmless and indemnify the City and its agents, officers and employees from any claim, action, or proceeding against the City or its

agents, officers or employees to attack, set aside, void or annul any approval by the City concerning the project and/or Lot Merger. The City shall promptly notify the applicant of any filed claim, action or proceeding and shall cooperate fully in the defense of the actions.

6. Applicant shall agree to maintain the property and all related on-site improvements and landscaping thereon, including without limitation, buildings, parking areas, lighting, signs, and walls in a condition and repair that meets industry standards, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all Federal, State, County and local bodies and agencies having jurisdiction, at applicants sole cost and expense. Such maintenance and repair shall include, but not be limited to the following: (i) sweeping and removal of trash and debris as soon as possible but at least within 24 hours; (ii) the care of all shrubbery, plantings and other landscaping in a healthy condition and replacement of diseased or dead plant material with new material at an appropriate size for the health and spacing of the plant material; (iii) maintenance of all irrigation systems in properly operating condition; (iv) the removal of graffiti within 24 hours; and (v) the repair, replacement and restriping of asphalt or concrete paving using the same type of material originally installed, to the end that such paving at all times be kept in a level and smooth condition.
7. All rooftop mechanical equipment shall be placed behind a permanent parapet wall and shall be completely screened from view from surrounding properties and from Firestone Boulevard.
8. Driveways. All the entry drives on Firestone Boulevard shall be paved with decorative stamped and stained gray concrete.
9. Chain link fencing is prohibited on the site. New block walls around the perimeter of the both the new and existing public storage facility must be approved by the Community Development Department.
10. All building drainage shall be interior with no exterior downspouts or gutters.
11. Driveway and parking areas shall not incorporate center swales. All drainage in common and private use areas shall be underground and shall not incorporate open gutters or swales.

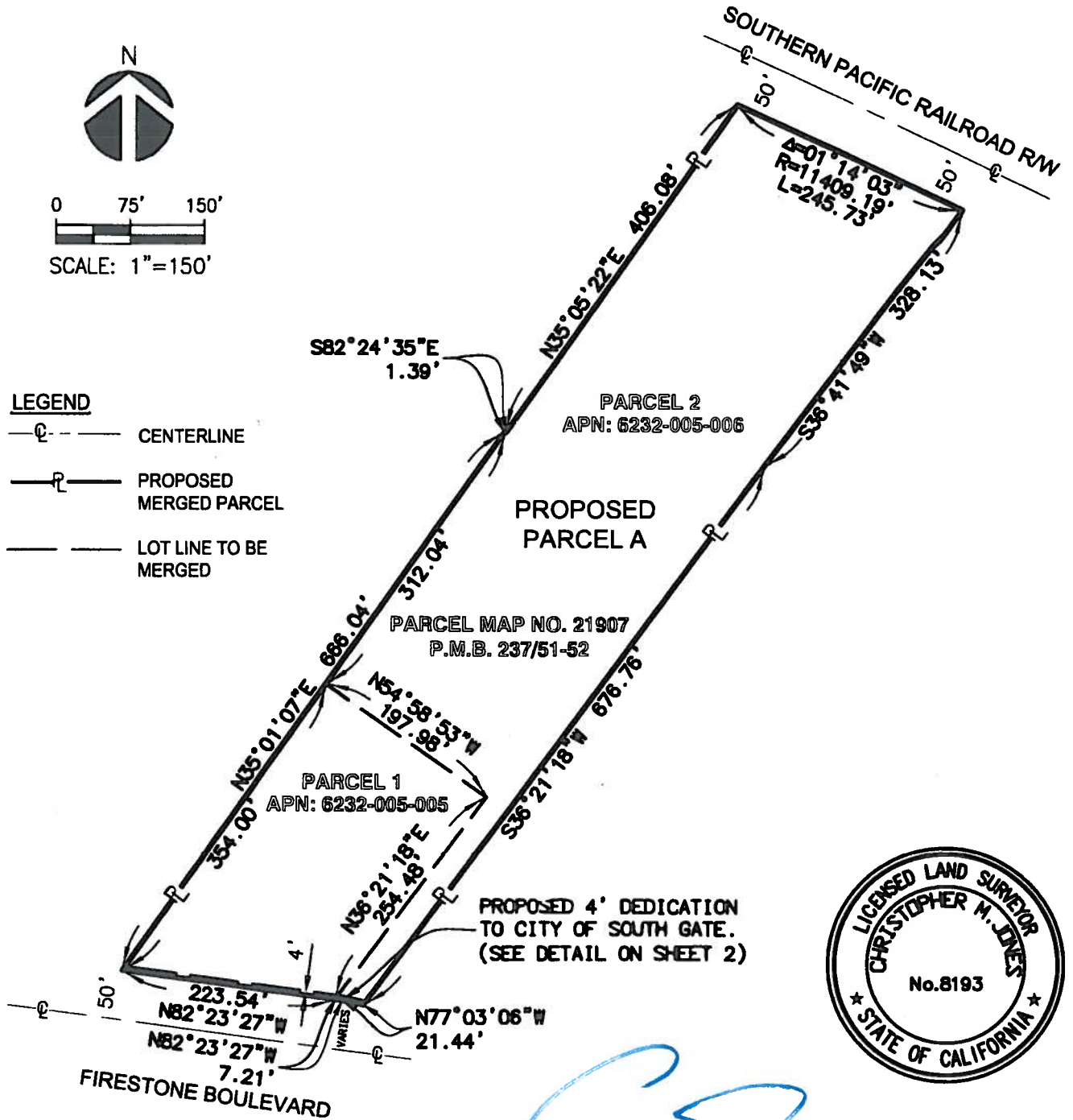
# LOT MERGER LM 2018-01 EXHIBIT 2



0 75' 150'  
SCALE: 1"=150'

**LEGEND**

- CENTERLINE
- PROPOSED MERGED PARCEL
- LOT LINE TO BE MERGED



*CG*

CHRISTOPHER JONES, PLS 8193

12/03/2018  
DATE

**PROPERTY ADDRESS:**

5951 EAST FIRESTONE BOULEVARD  
SOUTH GATE, CA 90280

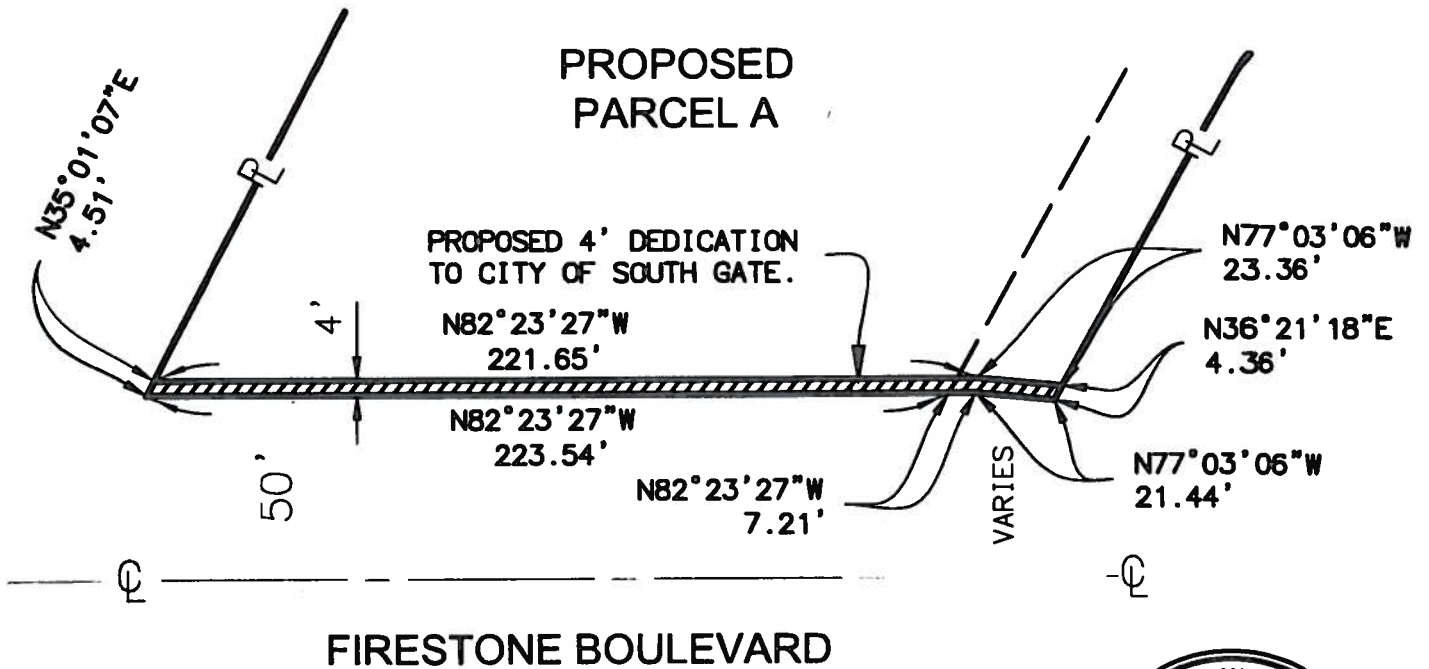
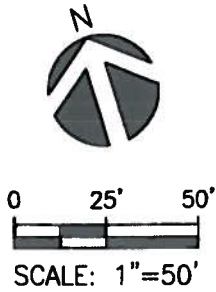
APN: 6232-005-005; 6232-005-006

DATE	12.3.18
PROJECT NUMBER	1800276
THOMAS GUIDE	705-H4
DRAWN BY	CJ

**kpff**

700 S Flower Street, Suite 2100  
Los Angeles, CA 90017  
O: 213.418.0201 F: 213.266.5294  
[www.kpff.com](http://www.kpff.com)

# LOT MERGER LM 2018-01 EXHIBIT 2



CHRISTOPHER JONES, PLS 8193

12/03/2018  
DATE

**kpff**

700 S Flower Street, Suite 2100  
Los Angeles, CA 90017  
O: 213.418.0201 F: 213.266.5294  
[www.kpff.com](http://www.kpff.com)

DATE	12.3.18
PROJECT NUMBER	1800276
THOMAS GUIDE	705-H4
DRAWN BY	CJ

LOT MERGER  
EXHIBIT 2  
EXISTING LEGAL DESCRIPTIONS

PARCEL 1  
A.P.N. 6232-005-005

PARCEL 1 OF PARCEL MAP NO. 21907, IN THE CITY OF SOUTH GATE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 237, PAGES 51 AND 52 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2  
A.P.N. 6232-005-006

PARCEL 2 OF PARCEL MAP NO. 21907, IN THE CITY OF SOUTH GATE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 237, PAGES 51 AND 52 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



*[Handwritten signature]*

CHRISTOPHER JONES, PLS 8193

*12/03/2018*  
DATE



700 S Flower Street, Suite 2100  
Los Angeles, CA 90017  
O: 213.418.0201 F: 213.266.5294  
[www.kpff.com](http://www.kpff.com)

DATE	12.3.18
PROJECT NUMBER	1800276
THOMAS GUIDE	705-H4
DRAWN BY	CJ

LOT MERGER  
EXHIBIT 2  
NEW LEGAL DESCRIPTION

PARCEL A

PARCEL 1 TOGETHER WITH 2 OF PARCEL MAP NO. 21907, IN THE CITY OF SOUTH GATE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 237, PAGES 51 AND 52 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE SOUTHERLY 4.00' OF SAID PARCELS 1 AND 2.

EXCEPT THOSE PORTIONS LYING WITHIN PUBLIC RIGHT-OF-WAYS, IF ANY.

GROSS AREA = 236,569 S.F., OR 5.431 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.



CHRISTOPHER JONES, PLS 8193

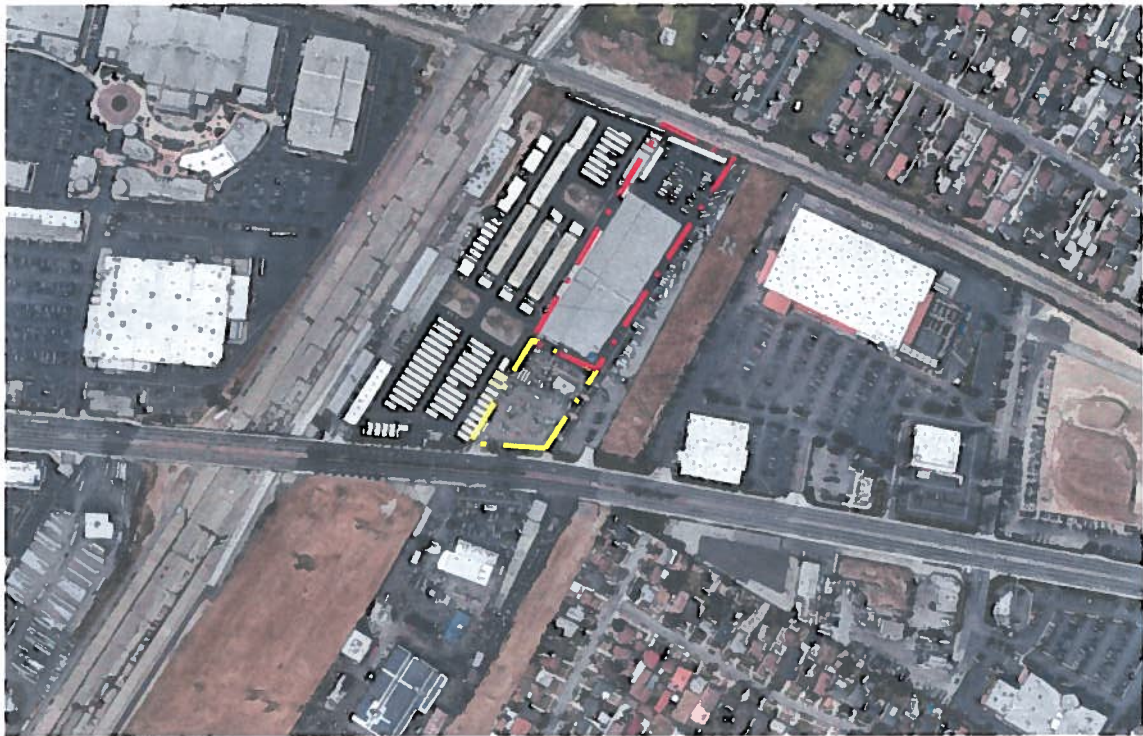
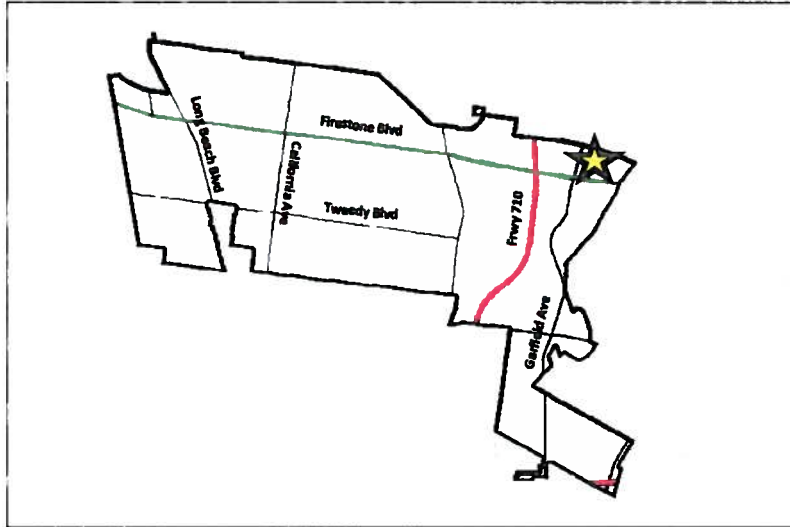
12/07/2018  
DATE



DATE	12.3.18
PROJECT NUMBER	1800276
THOMAS GUIDE	705-H4
DRAWN BY	CJ

700 S Flower Street, Suite 2100  
Los Angeles, CA 90017  
O: 213.418.0201 F:213.266.5294  
[www.kpff.com](http://www.kpff.com)

# Location Map for 5949 & 5951 Firestone Blvd





**RESOLUTION NO. 2018-22**

**A RESOLUTION OF THE PLANNING COMMISSION  
OF THE CITY OF SOUTH GATE, CALIFORNIA,  
APPROVING LOT MERGER 2018-01**

**WHEREAS**, July 09, 2018 the Department of Community Development received an application from Dave Rand, on behalf of Nova Storage L.P. (Nova Storage) for Lot Merger No. 2018-01 to allow the merger of two underlying parcels at 5949 & 5951 Firestone Boulevard; and

**WHEREAS**, the Planning Commission upon giving the required notice did, on the twentieth day of November, 2018, conduct a duly advertised public hearing as required by law to consider said lot merger. Notice of the hearing was originally mailed to surrounding properties on November 8, 2018 and published in the "Los Angeles Wave" on November 8, 2018; and

**WHEREAS**, the Planning Commission determined that the proposed Lot Merger No. 2018-01 is Categorically Exempt under Class 15 (Minor Land Divisions) Section 15315 of the California Environmental Quality Act and that a Notice of Exemption will be filed with the County Clerk of the County of Los Angeles pursuant to the California Environmental Quality Act; and

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

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

1. On July 9, 2018 the Department of Community Development received an application from Dave Rand, on behalf of Nova Storage for Lot Merger No. 2018-01 to allow the merger of two underlying parcels at 5949 & 5951 Firestone Boulevard; and
2. The Department of Public Works has examined the lot merger request, determined that it complies with City requirements and has requested a 4 foot dedication and 5 foot easement if City identifies an active sewer line at the southerly property line (facing Firestone Boulevard) otherwise, a 4 foot dedication will suffice. The goal of the dedication is to secure the ultimate right-of-way as required by the adopted Mobility Element.
3. The application is being processed with a Categorical Exemption in accordance with the California Environmental Quality Act requirements; and should the Planning Commission and the City Council concur with Staff's recommendation of a Categorical Exemption, a Notice of Exemption will be filed with the Los Angeles County Clerk.
4. The proposal will not be materially detrimental to the general welfare or injurious to the property or improvements in the vicinity and zone in which the property is located. The proposal is in conformance with the code requirement provisions of the South Gate Municipal Code.

**WHEREAS**, the Planning Commission made the following findings:

1. The proposed lot merger is Categorically Exempt under Class 15 (Minor Land Divisions) Section 15315 of the California Environmental Quality Act.
2. The request is consistent with the intent of Title 12 (Subdivisions) of the Municipal Code.
3. The lot merger complies with the City's Zoning Ordinance and General Plan.

**NOW, THEREFORE, BE IT RESOLVED**, that the Planning Commission of the City of South Gate, pursuant to the facts noted above does hereby approve Lot Merger 2018-01 (Exhibit 2) to allow the merger of two underlying parcels at 5949 & 5951 Firestone Boulevard, subject to the conditions of approval in Exhibit 1, with the understanding that the conditions set forth in Section 4 (Planning) thereof are not prerequisites to Lot Merger 2018-01 but are instead only proposed conditions to the Design Review Process and are subject to change at the discretion of the Community Development Director.

**BE IT FURTHER RESOLVED**, that the Secretary of this Commission be directed to transmit to the City Council of said City, a copy of this resolution as the report of the findings and recommendations of the Planning Commission of said City with reference to Lot Merger 2018-01.

This approval was adopted by the following vote at the Planning Commission meeting of November 20, 2018

**AYES:** Chairperson Delgado, Vice Chairperson Hurtado, Commissioners Masushige, Perez and Velasquez

**NOES:**


**ABSENT:**

**NOT VOTING:**

**APPROVED and ADOPTED** this 20<sup>th</sup> day of November, 2018.

  
\_\_\_\_\_  
Joe Perez, Secretary  
City Planning Commission

**APPROVED:**

  
\_\_\_\_\_  
Jose Delgado  
Chairperson  
City Planning Commission

## EXHIBIT 1

### RESOLUTION NO. 2018-22 Lot Merger 2018-01 CONDITIONS OF APPROVAL

1. **Code Compliance**

Unless otherwise waived, the Permittee shall comply with all applicable codes, laws, rules and regulations, including the Health, Building and Safety, Public Works, Fire, and Zoning of the City of South Gate.

2. **Compliance with Title 12 and California Subdivision Map Act**

All requirements and procedures of Title 12 (Subdivisions) of the City of South Gate Municipal Code and California State Subdivision Act shall be met.

3. **Building and Safety**

No building sewer shall be located in a lot other than the lot that is the site of the building or structure by such sewer. Separate sewer lines will be required for each lot.

**Planning**

The following conditions of approval are for INFORMATIONAL PURPOSES ONLY and are merely likely conditions of approval for the related self-storage project. They are NOT conditions of approval for Lot Merger 2018-01 and do not need to be satisfied in order to effectuate a final map for Lot Merger 2018-01.

1. Except as set forth in conditions, development shall take place substantially as shown on the approved site plans and elevations. Any deviations (e.g. height, setbacks, material schedule) that still meet all of the City's codes and criteria will be substantially in conformance with this approval. However, any material deviations must be approved by the Community Development Department before construction.
2. Within thirty (30) days of approval of the project, the applicant and property owner shall certify his/her acceptance of the conditions placed on the approval by signing a notarized Affidavit of Acceptance stating that he/she accepts and shall be bound by all of the conditions.
3. Future changes to the exterior color (either stucco or paint) shall be obtained by separate review and approval by the Planning Division of the Community Development Department.
4. At the completion of the project, final approval from the Planning Division shall be obtained prior to Building and Safety Division final approval. All conditions of approval shall be met prior to final approval by the Planning Division.
5. The applicant shall defend and hold harmless and indemnify the City and its agents, officers and employees from any claim, action, or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul any approval by the City concerning the project and/or Lot Merger. The City shall promptly notify the applicant of

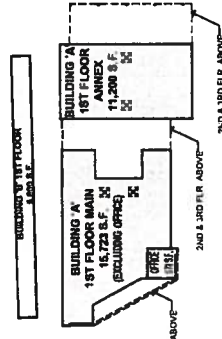
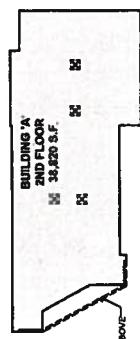
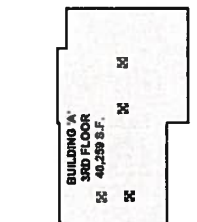
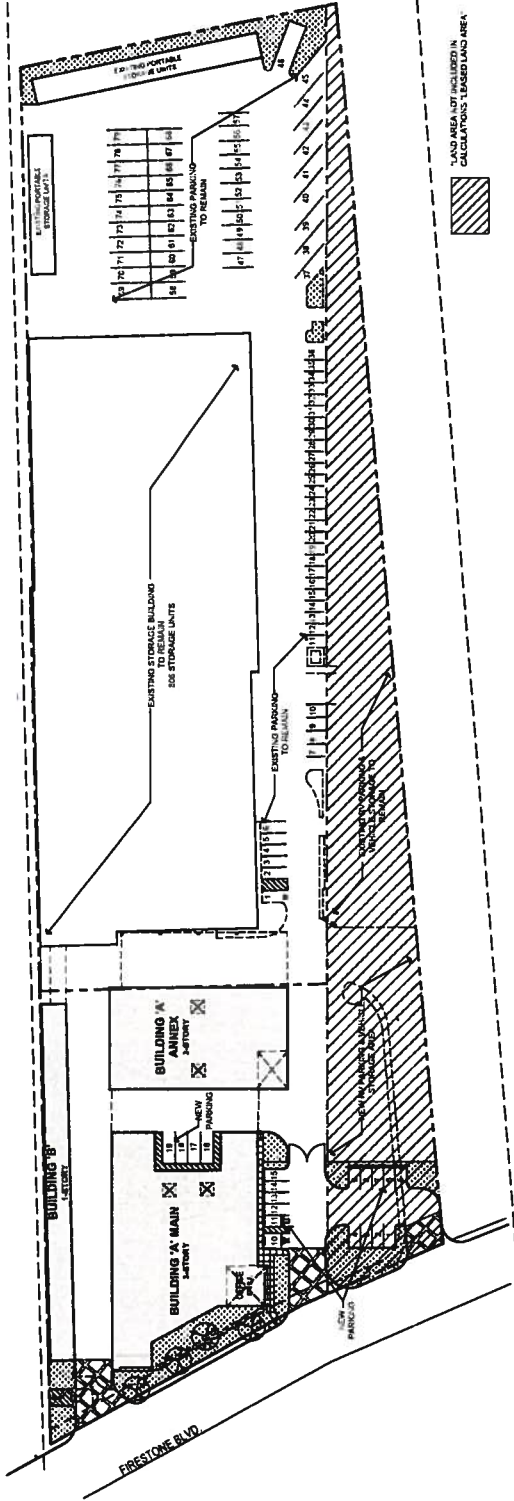
any filed claim, action or proceeding and shall cooperate fully in the defense of the actions.

6. Applicant shall agree to maintain the property and all related on-site improvements and landscaping thereon, including without limitation, buildings, parking areas, lighting, signs, and walls in a condition and repair that meets industry standards, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all Federal, State, County and local bodies and agencies having jurisdiction, at applicants sole cost and expense. Such maintenance and repair shall include, but not be limited to the following: (i) sweeping and removal of trash and debris as soon as possible but at least within 24 hours; (ii) the care of all shrubbery, plantings and other landscaping in a healthy condition and replacement of diseased or dead plant material with new material at an appropriate size for the health and spacing of the plant material; (iii) maintenance of all irrigation systems in properly operating condition; (iv) the removal of graffiti within 24 hours; and (v) the repair, replacement and restriping of asphalt or concrete paving using the same type of material originally installed, to the end that such paving at all times be kept in a level and smooth condition.
7. All rooftop mechanical equipment shall be placed behind a permanent parapet wall and shall be completely screened from view from surrounding properties and from Firestone Boulevard.
8. Driveways. All the entry drives on Firestone Boulevard shall be paved with decorative stamped and stained gray concrete.
9. Chain link fencing is prohibited on the site. New block walls around the perimeter of the both the new and existing public storage facility must be approved by the Community Development Department.
10. All building drainage shall be interior with no exterior downspouts or gutters.
11. Driveway and parking areas shall not incorporate center swales. All drainage in common and private use areas shall be underground and shall not incorporate open gutters or swales.

BASIS OF DESIGN		REQUIRED	PROVIDED
ZONE			
STRUCTURE HEIGHT	5 STORIES OR 60 FT.		40 FT.
FLOOR AREA RATIO	N/A		1.5%
LOT COVERAGE	N/A		45.89% (19%)
SETBACKS			
	FROM FRONT	10 FT.	10 FT.
	FROM SIDE	0 FT. BUILDING 3 FT. PARKING	0 FT. 0 FT.
	FROM REAR	0 FT.	0 FT.
PARKING SPACES	1 SPACE / 25 STORAGE UNITS		
	806 EXISTING STORAGE UNITS / 25 PARKING STALLS		279
EXISTING STORAGE BUILDING	658 ESTIMATED STORAGE UNITS / 25 PARKING STALLS		21
NEW STORAGE BUILDING	1,884 UNITS / 25 STALLS		
TOTAL PARKING	STANDARD 9' X 20' PARALLEL 9' X 22' STANDARD 8.5' X 20' (COMPACT)		±110 TOTAL
PARKING SIZE			

SITE DATA			
LOT AREA (EXCLUDES LEASED LAND AREA)	237,837	SQ. FT.	
	5.46	ACRES	
TOTAL GROSS BLDG. AREA	112,576	SQ. FT.	
LANDSCAPE PROVIDED (EXISTING & NEW, EXCLUDES LEASED LAND AREA)	9,698	SQ. FT.	
	4%		
PARKING PROVIDED			
STANDARDS	17		
ACCESSIBLE	2		
TOTAL	19		
EXISTING PARKING STALLS			
BACK LOT	279		
TOTAL PARKING (EXISTING & NEW)			±110
BUILDING AREA TABULATION (Square Feet)			
BUILDING	BELF STORAGE	OFFICE	GROSS AREA
BUILDING A (MAIN & ANNEX)	15,723	974	166,976
18TH LEVEL ANNEX	11,200		
2ND LEVEL	38,820		
3RD LEVEL	40,259		
BUILDING B - 1-STORY	5,600		5,600
TOTAL PROJECT GROSS AREA			112,576
EST. NET STORAGE AREA = 65,833 S.F.			

EST. NET STORAGE AREA = 65,833 S.F.  
 BUILDING CONSTRUCTION TYPE: III  
 OCCUPANCY CLASSIFICATION: S-1  
 BUILDINGS ARE EQUIPPED WITH AUTOMATIC FIRE SPRINKLER SYSTEM IN ACCORDANCE WITH IBC 903.1.1.



# NOVA STORAGE

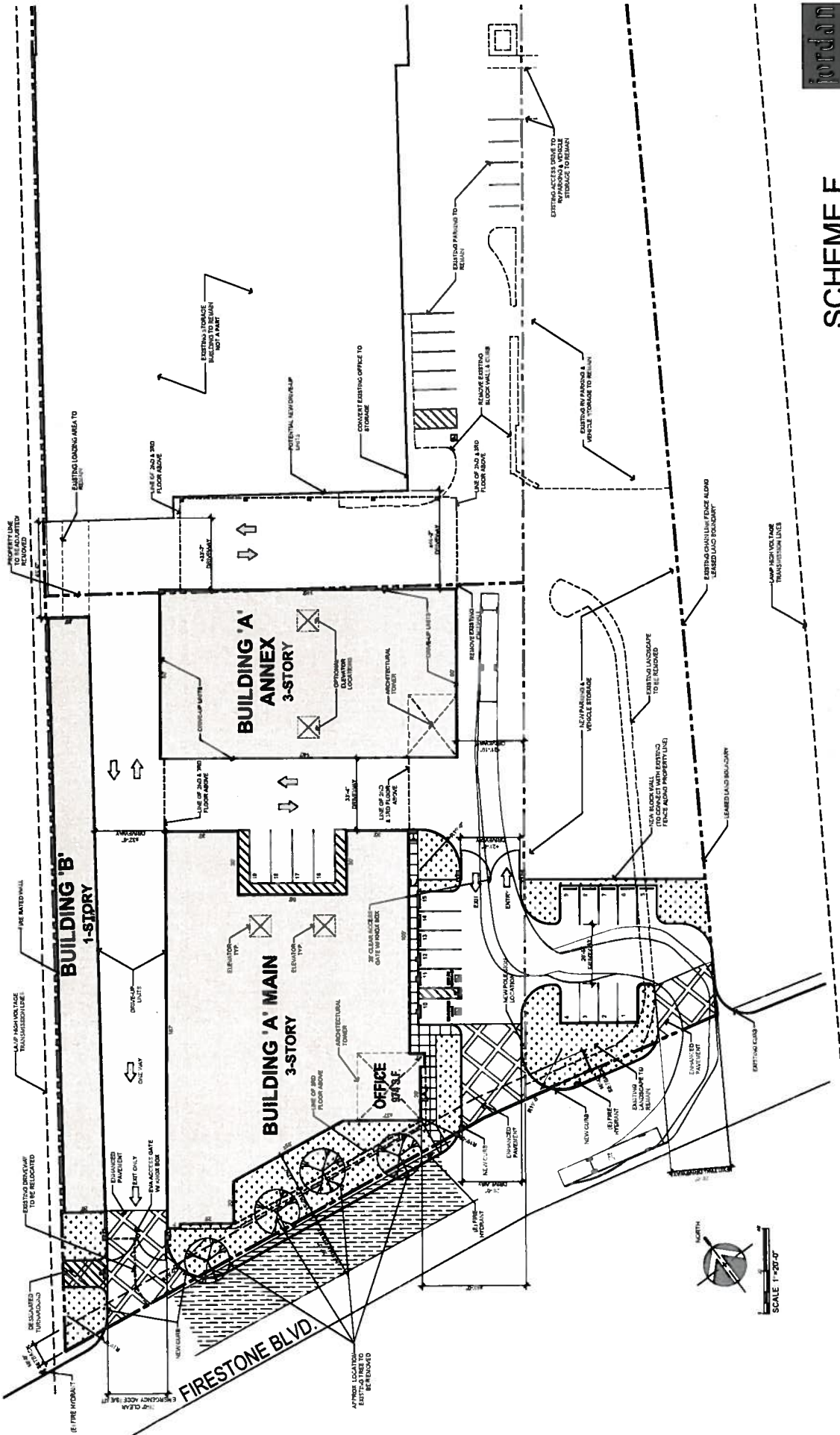
## SOUTH GATE, CA

# OVERALL SITE PLAN

Jordan  
 201-333-1100

JOB NUMBER: 18-031  
 SCALE: AS NOTED  
 DATE: 11/02/2018

# A.1

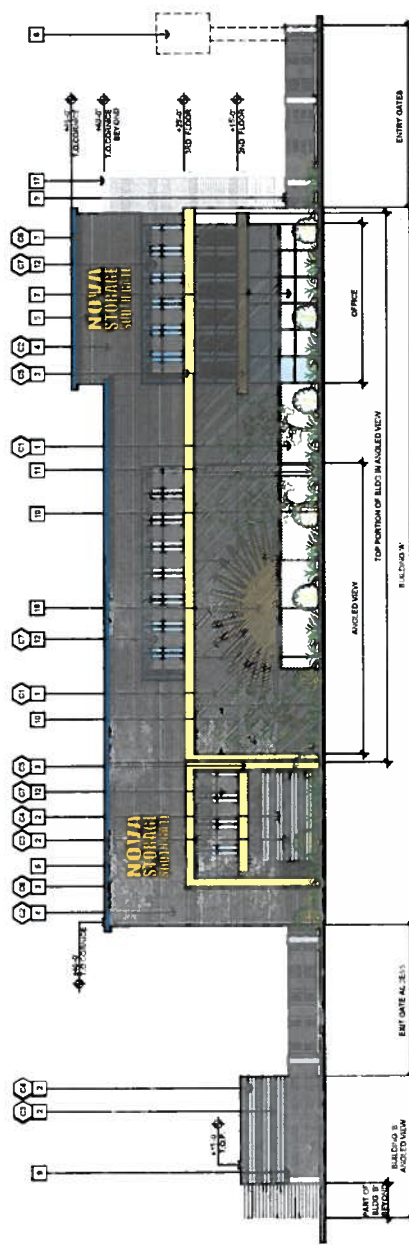


**SCHEME F**  
**PRELIMINARY SITE PLAN**

JOB NUMBER: 16-631  
 SCALE: AS NOTED  
 DATE: 11/02/16

**NOVA STORAGE**  
**SOUTH GATE, CA**

**A.2**



SOUTH ELEVATION - FIRESTONE BLVD. (SCHEME A) 1

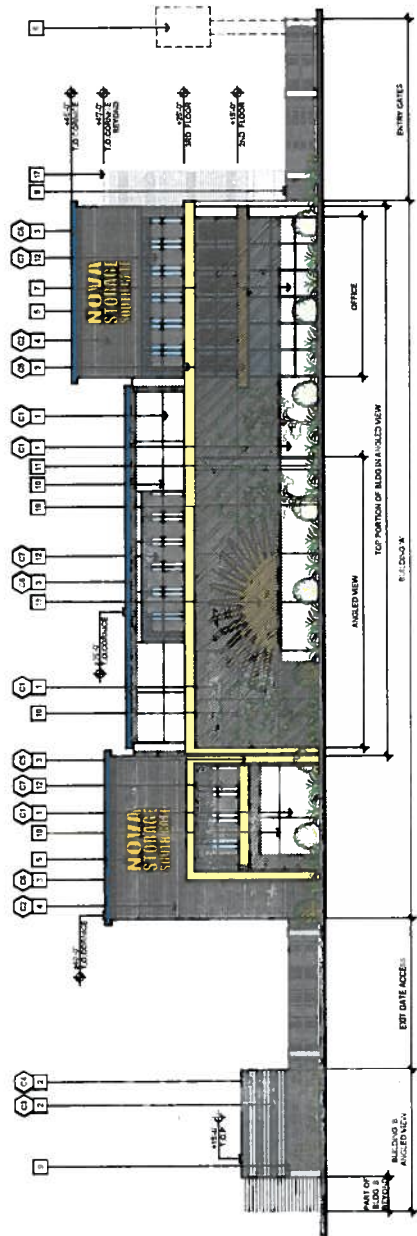
KEY MAP	KEYNOTES	COLOR & MATERIAL BOARD
	<p>1 SHOOT IN COLOR FINISH</p> <p>2 C/J</p> <p>3 CORNER</p> <p>4 ANGLE (VERTICAL METAL PANEL)</p> <p>5 MAIN WALL (SEE DESIGN PURPOSE)</p> <p>6 MAIN WALL (SEE SEPARATE POINT)</p> <p>7 EXTENDING POLE SIGN</p> <p>8 ALUMINUM GLASS JOINT/FRONT</p> <p>9 GATES</p> <p>10 WALL/SHIELD/FENCE</p> <p>11 11" OOD REAR CHANNEL</p> <p>12 COLUMN</p> <p>13 PAIR ROLL-UP DOORS</p> <p>14 DRIVEWAY</p> <p>15 GARDEN</p> <p>16 METAL</p> <p>17 EXTENDING TOWER TO MATCH NEW COLOR &amp; ID</p> <p>18 SIGNAGE</p> <p>19 BUILDING A HANGER FOR DESIGN CONCEPT</p> <p>20 SIGN (SEE SEPARATE POINT)</p>	<p>C1 CALL UP ROSS MANUFACTURER JANNY INTERNATIONAL COLOR: PRIMA BLUE</p> <p>C2 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C3 PAINT MANUFACTURER: JUNEZIMARIS COLOR: PRIMA BLUE</p> <p>C4 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C5 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C6 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C7 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C8 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C9 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C10 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C11 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C12 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C13 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C14 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C15 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C16 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C17 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C18 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C19 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C20 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C21 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C22 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C23 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C24 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C25 CALL MANUFACTURER 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<p>C77 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C78 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C79 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C80 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C81 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C82 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C83 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C84 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C85 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C86 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C87 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C88 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C89 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C90 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C91 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C92 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C93 CALL MANUFACTURER ORCO BLOCK COLOR: PRIMA BLUE</p> <p>C94 CALL 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# NOVA STORAGE PRELIMINARY ELEVATIONS A.3

SOUTH GATE, CA

JOB NUMBER: 16-531  
AS NOTED  
DATE: 08/24/18



SOUTH ELEVATION - FIRESTONE BLVD. (SCHEME B) 1

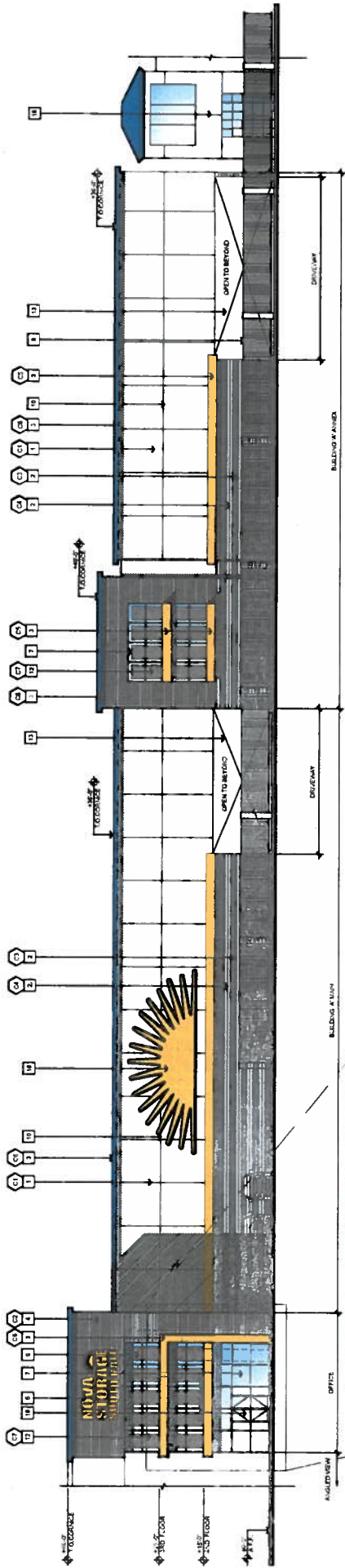
KEY MAP	KEYNOTES	COLOR & MATERIAL BOARD
	<ul style="list-style-type: none"> <li>1 SMOOTH STUCCO FINISH</li> <li>2 C.P.U.</li> <li>3 CORUPT</li> <li>4 ARCHITECTURAL METAL PANEL: ONLY USED FOR DESIGN PURPOSE ONLY. NOT TO BE USED FOR SEPARATE POINT.</li> <li>5 EXISTING POLE SIGN</li> <li>6 ARCHITECTURAL GLASS STOREFRONT</li> <li>7 GATES</li> <li>8 WROUGHT IRON FENCE</li> <li>9 STUCCO FINISH, SHIMMEL</li> <li>10 CORRUGATED METAL PANEL: ONLY USED FOR DESIGN PURPOSE ONLY. NOT TO BE USED FOR SEPARATE POINT.</li> <li>11 POLAR BLUE</li> <li>12 POLAR BLUE</li> <li>13 POLAR BLUE</li> <li>14 POLAR BLUE</li> <li>15 POLAR BLUE</li> <li>16 POLAR BLUE</li> <li>17 POLAR BLUE</li> <li>18 POLAR BLUE</li> <li>19 POLAR BLUE</li> <li>20 POLAR BLUE</li> <li>21 POLAR BLUE</li> <li>22 POLAR BLUE</li> <li>23 POLAR BLUE</li> <li>24 POLAR BLUE</li> <li>25 POLAR BLUE</li> <li>26 POLAR BLUE</li> <li>27 POLAR BLUE</li> <li>28 POLAR BLUE</li> <li>29 POLAR BLUE</li> <li>30 POLAR BLUE</li> <li>31 POLAR BLUE</li> <li>32 POLAR BLUE</li> <li>33 POLAR BLUE</li> <li>34 POLAR BLUE</li> <li>35 POLAR BLUE</li> <li>36 POLAR BLUE</li> <li>37 POLAR BLUE</li> <li>38 POLAR BLUE</li> <li>39 POLAR BLUE</li> <li>40 POLAR BLUE</li> <li>41 POLAR BLUE</li> <li>42 POLAR BLUE</li> <li>43 POLAR BLUE</li> <li>44 POLAR BLUE</li> <li>45 POLAR BLUE</li> <li>46 POLAR BLUE</li> <li>47 POLAR BLUE</li> <li>48 POLAR BLUE</li> <li>49 POLAR BLUE</li> <li>50 POLAR BLUE</li> <li>51 POLAR BLUE</li> <li>52 POLAR BLUE</li> <li>53 POLAR BLUE</li> <li>54 POLAR BLUE</li> <li>55 POLAR BLUE</li> <li>56 POLAR BLUE</li> <li>57 POLAR BLUE</li> <li>58 POLAR BLUE</li> <li>59 POLAR BLUE</li> <li>60 POLAR BLUE</li> <li>61 POLAR BLUE</li> <li>62 POLAR BLUE</li> <li>63 POLAR BLUE</li> <li>64 POLAR BLUE</li> <li>65 POLAR BLUE</li> <li>66 POLAR BLUE</li> <li>67 POLAR BLUE</li> <li>68 POLAR BLUE</li> <li>69 POLAR BLUE</li> <li>70 POLAR BLUE</li> <li>71 POLAR BLUE</li> <li>72 POLAR BLUE</li> <li>73 POLAR BLUE</li> <li>74 POLAR BLUE</li> <li>75 POLAR BLUE</li> <li>76 POLAR BLUE</li> <li>77 POLAR BLUE</li> <li>78 POLAR BLUE</li> <li>79 POLAR BLUE</li> <li>80 POLAR BLUE</li> <li>81 POLAR BLUE</li> <li>82 POLAR BLUE</li> <li>83 POLAR BLUE</li> <li>84 POLAR BLUE</li> <li>85 POLAR BLUE</li> <li>86 POLAR BLUE</li> <li>87 POLAR BLUE</li> <li>88 POLAR BLUE</li> <li>89 POLAR BLUE</li> <li>90 POLAR BLUE</li> <li>91 POLAR BLUE</li> <li>92 POLAR BLUE</li> <li>93 POLAR BLUE</li> <li>94 POLAR BLUE</li> <li>95 POLAR BLUE</li> <li>96 POLAR BLUE</li> <li>97 POLAR BLUE</li> <li>98 POLAR BLUE</li> <li>99 POLAR BLUE</li> <li>100 POLAR BLUE</li> </ul>	<ul style="list-style-type: none"> <li>1 POLAR BLUE</li> <li>2 POLAR BLUE</li> <li>3 POLAR BLUE</li> <li>4 POLAR BLUE</li> <li>5 POLAR BLUE</li> <li>6 POLAR BLUE</li> <li>7 POLAR BLUE</li> <li>8 POLAR BLUE</li> <li>9 POLAR BLUE</li> <li>10 POLAR BLUE</li> <li>11 POLAR BLUE</li> <li>12 POLAR BLUE</li> <li>13 POLAR BLUE</li> <li>14 POLAR BLUE</li> <li>15 POLAR BLUE</li> <li>16 POLAR BLUE</li> <li>17 POLAR BLUE</li> <li>18 POLAR BLUE</li> <li>19 POLAR BLUE</li> <li>20 POLAR BLUE</li> <li>21 POLAR BLUE</li> <li>22 POLAR BLUE</li> <li>23 POLAR BLUE</li> <li>24 POLAR BLUE</li> <li>25 POLAR BLUE</li> <li>26 POLAR BLUE</li> <li>27 POLAR BLUE</li> <li>28 POLAR BLUE</li> <li>29 POLAR BLUE</li> <li>30 POLAR BLUE</li> <li>31 POLAR BLUE</li> <li>32 POLAR BLUE</li> <li>33 POLAR BLUE</li> <li>34 POLAR BLUE</li> <li>35 POLAR BLUE</li> <li>36 POLAR BLUE</li> <li>37 POLAR BLUE</li> <li>38 POLAR BLUE</li> <li>39 POLAR BLUE</li> <li>40 POLAR BLUE</li> <li>41 POLAR BLUE</li> <li>42 POLAR BLUE</li> <li>43 POLAR BLUE</li> <li>44 POLAR BLUE</li> <li>45 POLAR BLUE</li> <li>46 POLAR BLUE</li> <li>47 POLAR BLUE</li> <li>48 POLAR BLUE</li> <li>49 POLAR BLUE</li> <li>50 POLAR BLUE</li> <li>51 POLAR BLUE</li> <li>52 POLAR BLUE</li> <li>53 POLAR BLUE</li> <li>54 POLAR BLUE</li> <li>55 POLAR BLUE</li> <li>56 POLAR BLUE</li> <li>57 POLAR BLUE</li> <li>58 POLAR BLUE</li> <li>59 POLAR BLUE</li> <li>60 POLAR BLUE</li> <li>61 POLAR BLUE</li> <li>62 POLAR BLUE</li> <li>63 POLAR BLUE</li> <li>64 POLAR BLUE</li> <li>65 POLAR BLUE</li> <li>66 POLAR BLUE</li> <li>67 POLAR BLUE</li> <li>68 POLAR BLUE</li> <li>69 POLAR BLUE</li> <li>70 POLAR BLUE</li> <li>71 POLAR BLUE</li> <li>72 POLAR BLUE</li> <li>73 POLAR BLUE</li> <li>74 POLAR BLUE</li> <li>75 POLAR BLUE</li> <li>76 POLAR BLUE</li> <li>77 POLAR BLUE</li> <li>78 POLAR BLUE</li> <li>79 POLAR BLUE</li> <li>80 POLAR BLUE</li> <li>81 POLAR BLUE</li> <li>82 POLAR BLUE</li> <li>83 POLAR BLUE</li> <li>84 POLAR BLUE</li> <li>85 POLAR BLUE</li> <li>86 POLAR BLUE</li> <li>87 POLAR BLUE</li> <li>88 POLAR BLUE</li> <li>89 POLAR BLUE</li> <li>90 POLAR BLUE</li> <li>91 POLAR BLUE</li> <li>92 POLAR BLUE</li> <li>93 POLAR BLUE</li> <li>94 POLAR BLUE</li> <li>95 POLAR BLUE</li> <li>96 POLAR BLUE</li> <li>97 POLAR BLUE</li> <li>98 POLAR BLUE</li> <li>99 POLAR BLUE</li> <li>100 POLAR BLUE</li> </ul>

NOVA STORAGE  
SOUTH GATE, CA

PRELIMINARY ELEVATIONS

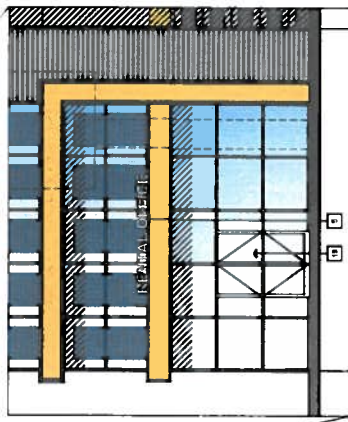
Jordan ARCHITECTURE INC.  
JOB NUMBER 16-031  
DATE 08/20/16  
AS NOTED  
A.3B



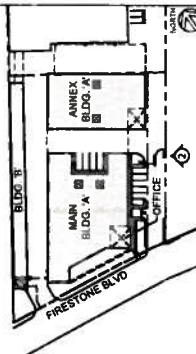


**EAST ELEVATION**  
3/16/17 **2**

**BLOW-UP OFFICE (EAST) ELEVATION**  
3/16/17 **3**



**KEY MAP**



**KEYNOTES**

- 1 SMOOTH TO FINISH
- 2 C.U.
- 3 CORNER
- 4 ARCHITECTURAL METAL PANEL
- 5 METAL SCREEN FOR DESIGN PURPOSE
- 6 METAL SCREEN FOR DESIGN PURPOSE
- 7 EXISTING POLE SIGN
- 8 METAL & GLASS SIGNPOST
- 9 GLASS
- 10 METAL SIGNPOST
- 11 METAL SIGNPOST
- 12 METAL SIGNPOST
- 13 METAL SIGNPOST
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- 15 METAL SIGNPOST
- 16 METAL SIGNPOST
- 17 METAL SIGNPOST
- 18 METAL SIGNPOST
- 19 METAL SIGNPOST
- 20 METAL SIGNPOST

**COLOR & MATERIAL BOARD**

- 11 POLYURETHANE PANELS
- 12 POLYURETHANE PANELS
- 13 POLYURETHANE PANELS
- 14 POLYURETHANE PANELS
- 15 POLYURETHANE PANELS
- 16 POLYURETHANE PANELS
- 17 POLYURETHANE PANELS
- 18 POLYURETHANE PANELS
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- 20 POLYURETHANE PANELS

**COLOR & MATERIAL BOARD**

- 11 POLYURETHANE PANELS
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- 16 POLYURETHANE PANELS
- 17 POLYURETHANE PANELS
- 18 POLYURETHANE PANELS
- 19 POLYURETHANE PANELS
- 20 POLYURETHANE PANELS

**NOVA STORAGE**  
SOUTH GATE, CA

**PRELIMINARY ELEVATIONS**  
A.4

JOB NUMBER: 16-531  
SCALE: AS NOTED  
DATE: 10/22/2018



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

**NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of South Gate will hold a public hearing on Lot Merger 2018-01.

**DATE OF HEARING:** Tuesday, December 11, 2018

**TIME OF HEARING:** 6:30 pm

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

**PROJECT LOCATION:** 5949-5951 Firestone Boulevard

**PROJECT DESCRIPTION:** This proposed Lot Merger would allow for the expansion of an existing public storage facility (Nova Storage) at 5951 Firestone Boulevard onto the adjoining parcel at 5949 Firestone Boulevard. If the lot merger is approved, the applicant intends to construct a three-story 86,000 square foot self-storage facility with offices and associated parking at 5949 Firestone Boulevard.

**ENVIRONMENTAL REVIEW:** The project is Categorically Exempt under Class 15 "Minor Land Divisions" of the California Environmental Quality Act. Class 15 consists of the division of property in urbanized areas zoned for residential, commercial, or industrial use onto four or fewer parcels when the division is in conformance with the General Plan and Zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous two years, and the parcel does not have an average slope greater than twenty percent.

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

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

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

**ESPAÑOL**

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

**Published: December 1, 2018**

RECEIVED

DEC 4 2018

Item No. 5

City of South Gate  
CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

3:20pm

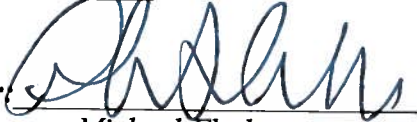
AGENDA BILL

For the Regular Meeting of: December 11, 2018  
Originating Department: Community Development

Department Director:

  
Joe Perez

City Manager:

  
Michael Flad

**SUBJECT: ORDINANCE NO. 2355 AMENDING CERTAIN SECTIONS OF 11.51.030 (REVIEW TYPES AND RESPONSIBILITIES), OF CHAPTER 11.51 (PERMITS AND PROCEDURES), OF THE MUNICIPAL CODE AND ADOPT A REVISED ADMINISTRATIVE AND DISCRETIONARY REVIEW TABLE AND FLOW CHARTS**

**PURPOSE:** To adopt Ordinance No. 2355 updating the administrative and discretionary review process flow charts and table.

**RECOMMENDED ACTION:** Waive further reading in full and adopt Ordinance No. 2355 amending Table 11.51-1 (Application and Review Authority), Figure 11.51-1 (Administrative Permit Process), Figure 11.51-2 (Discretionary Permit Process A), Figure 11.51-3 (Discretionary Permit Process B), and adding Figure 11.51-4 (Discretionary Permit Process C), to Section 11.51.030 (Review Types and Responsibilities), of Chapter 11.51 (Permits and Procedures), of Title 11 (Zoning), of the South Gate Municipal Code.

**FISCAL IMPACT:** None.

**ALIGNMENT WITH COUNCIL GOALS:** Ordinance No. 2355 supports the goal of improving communication and civic engagement by providing greater clarity on the administrative and discretionary permit process. The proposed handout, Development Review Process (Design Review Flow Chart), is a communication tool for the public to better understand the process, time frames, and documents required at each step in the Design Review process.

**ENVIRONMENTAL EVALUATION:** The foregoing amendment to the South Gate Zoning Code is exempt from the California Environmental Quality Act ("CEQA") under Section I 506 l(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA.

**ANALYSIS:** Chapter 11.51 (Permits and Procedures) establishes requirements and procedures for all application types including their permitting and approval process subject to the Zoning Ordinance. The primary types of development application are Administrative and Discretionary. Administrative applications are in compliance with all applicable requirements of the Zoning Ordinance, do not require a discretionary action, and are processed by the Planning Division with

administrative approval and review by the Director. Discretionary applications are applications that are not permitted by right within a zone and require discretionary review by the Planning Division with the Planning Commission as the final reviewing authority. Approval of a discretionary application may include conditions of approval to ensure compatibility with the adjacent properties, land use and community.

This proposed amendment addresses Section 11.51.030 (Review Types and Responsibilities), Table 11.51-1, Figures 11.51-1, 11.51-2, and 11.51-3. The proposed amendments identified below, adds further information for each part of the application type. This amendment also proposes adding an additional Figure (Figure 11.51-4) to Section 11.51.030 regarding Discretionary Permit Process C.

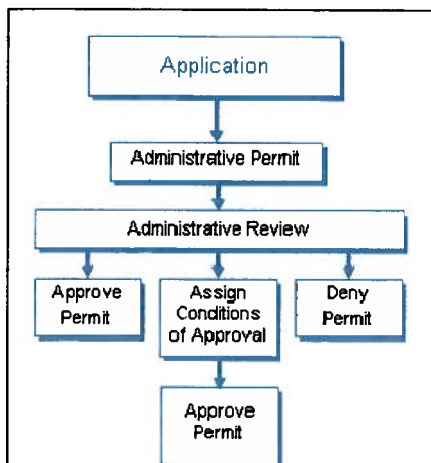
Proposed amendments to Table 11.51-1 (Application and Review Authority), of Section 11.51.030 (Review Types and Responsibilities), of Chapter 11.51 (Permits and Procedures), of Title 11 (Zoning), of the South Gate Municipal Code are in red below:

**Table 11.51-1 Application and Review Authority**

Permit Type Process	Director	Planning Commission	City Council	Public Hearing Required
Administrative Permit Types	See Figure 11.51-1 for Process			
Administrative Permit	D	A	A	Appeals Only
Temporary Use Permit	D	A	A	Appeals Only
Design Review	D	A	A	Appeals Only
Discretionary Permit Process A	See Figure 11.51-2 for Process			
Conditional Use Permit		D	A	Yes
Variance		D	A	Yes
Plan Review (Site Plan)		D	A	Yes
Discretionary Permit Process B	See Figure 11.51-3 for Process			
Density Bonus		R	D	Yes
Specific Plan		R	D	Yes
Regulating Plan/Zoning Amendment		R	D	Yes
Discretionary Permit Process C	See Figure 11.51-4 for Process			
Final Parcel Map			D	Yes
Live Entertainment Permit			D	Yes

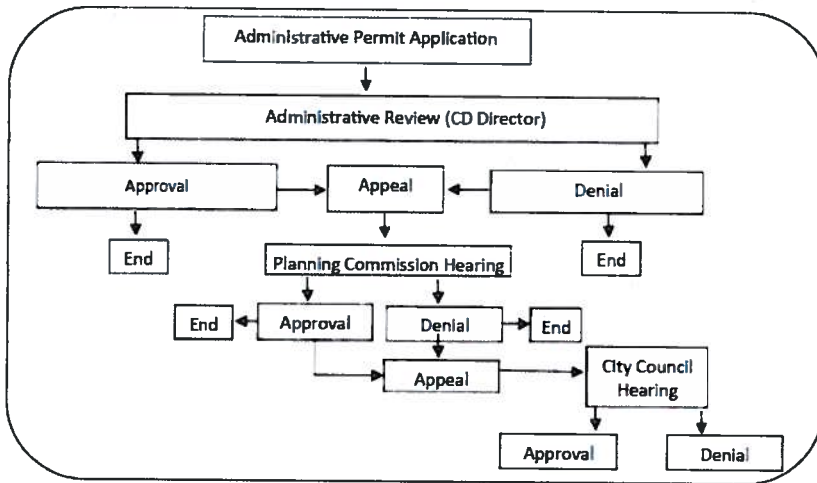
D = deciding body whose decision is final unless appealed; A = appeal authority; R = advisory body required to make recommendations

Existing language for Figure 11.51-1 (Administrative Permit Process), of Section 11.51.030 (Review Types and Responsibilities), of Chapter 11.51 (Permits and Procedures), of Title 11 (Zoning), of the South Gate Municipal Code reads as follows:

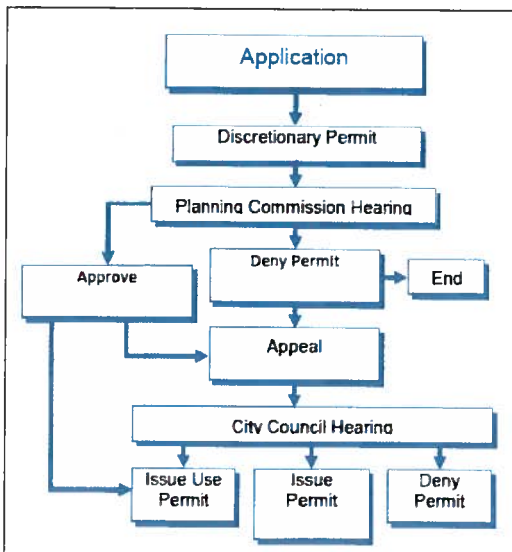


Proposed amendments to Figure 11.51-1 (Administrative Permit Process), of Section 11.51.030 (Review Types and Responsibilities), of Chapter 11.51 (Permits and Procedures), of Title 11 (Zoning), of the South Gate Municipal Code read as follows:

Figure 11.51-1 Administrative Permit Process- Community Development Director (Deciding Authority)

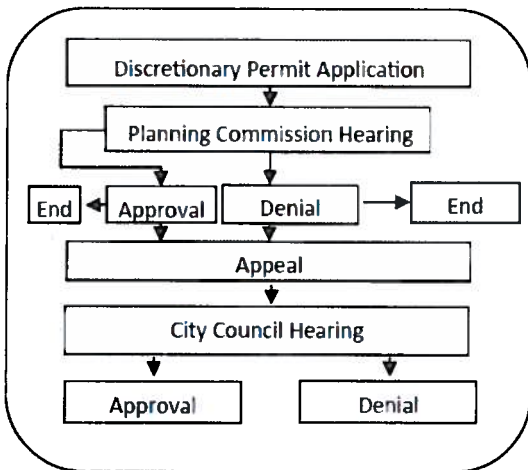


Existing language for Figure 11.51-2 (Discretionary Permit Process A), of Section 11.51.030 (Review Types and Responsibilities), of Chapter 11.51 (Permits and Procedures), of Title 11 (Zoning), of the South Gate Municipal Code reads as follows:

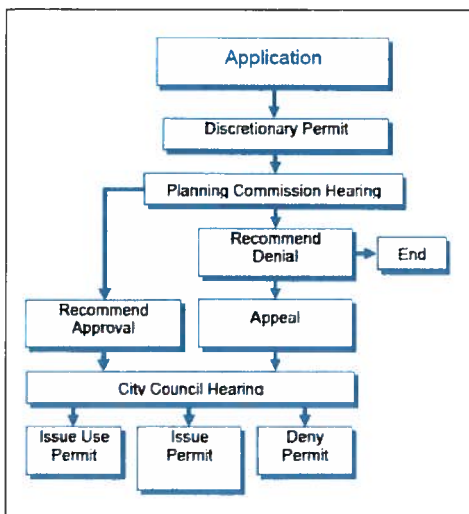


Proposed amendments to Figure 11.51-2 (Discretionary Permit Process A), of Section 11.51.030 (Review Types and Responsibilities), of Chapter 11.51 (Permits and Procedures), of Title 11 (Zoning), of the South Gate Municipal Code read as follows:

Figure 11.51-2 Discretionary Permit Process A- Planning Commission (Deciding Authority)



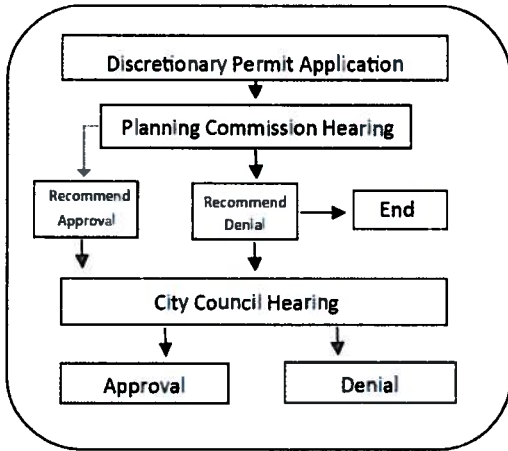
Existing language for Figure 11.51-3 (Discretionary Permit Process B), of Section 11.51.030 (Review Types and Responsibilities), of Chapter 11.51 (Permits and Procedures), of Title 11 (Zoning), of the South Gate Municipal Code reads as follows:



Proposed amendments to Figure 11.51-3 (Discretionary

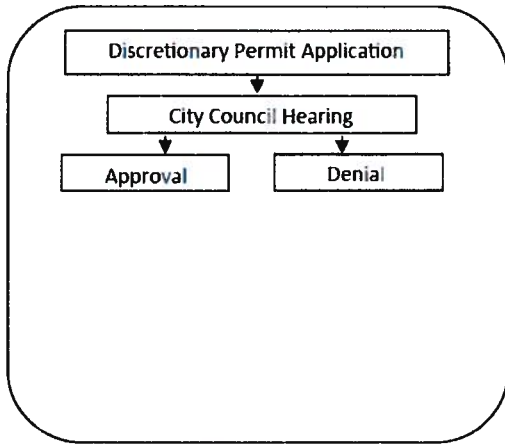
Permit Process B), of Section 11.51.030 (Review Types and Responsibilities), of Chapter 11.51 (Permits and Procedures), of Title 11 (Zoning), of the South Gate Municipal Code read as follows:

Figure 11.51-3 Discretionary Permit Process B- City Council (Deciding Authority)



New proposed Figure 11.51-4 (Discretionary Permit Process C), to Section 11.51.030 (Review Types and Responsibilities), of Chapter 11.51 (Permits and Procedures), of Title 11 (Zoning), of the South Gate Municipal Code reads as follows:

Figure 11.51-4, Discretionary Permit Process C- City Council (Deciding Authority)



Zoning Amendment Consistency with South Gate General Plan 2035

The proposed amendments are consistent to the South Gate General Plan 2035. The South Gate General Plan 2035 under Chapter 3, Community Design Element, promotes preservation and enhancement of existing neighborhood’s quality and character and mitigation of impacts from manufacturing/distribution and light industrial businesses on adjoining land uses.

Planning Commission Review

At the regularly scheduled Planning Commission meeting of October 16, 2018, the Planning Commission voted unanimously to recommend that the City Council approve these amendments, to update tables and figures depicting the Administrative and Discretionary Permit Process.

**BACKGROUND:** At its November 27, 2018 regularly scheduled meeting, the City Council conducted a public hearing and introduced Ordinance No. 2355.

**ATTACHMENTS:** A. Ordinance No. 2355  
B. Planning Commission Resolution No. 2018-19



**ORDINANCE NO. 2355**

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

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, AMENDING TABLE 11.51-1 (APPLICATION AND REVIEW AUTHORITY), FIGURE 11.51-1 (ADMINISTRATIVE PERMIT PROCESS), FIGURE 11.51-2 (DISCRETIONARY PERMIT PROCESS A), FIGURE 11.51-3 (DISCRETIONARY PERMIT PROCESS B), AND ADDING FIGURE 11.51-4 (DISCRETIONARY PERMIT PROCESS C), TO SECTION 11.51.030 (REVIEW TYPES AND RESPONSIBILITIES), OF CHAPTER 11.51 (PERMITS AND PROCEDURES), OF TITLE 11 (ZONING), OF THE SOUTH GATE MUNICIPAL CODE**

**WHEREAS**, on March 15, 2015, the Zoning Code was updated to regulate land uses, activities, structures, subdivisions and development in the City of South Gate (“City”); and

**WHEREAS**, there are large residential, commercial and mixed use developments under review and in construction in the City; and

**WHEREAS**, the process of development project review and approval has been discussed by the public and City Council during City Council meetings; and

**WHEREAS**, on November 14, 2017, the City Council received a report regarding the City’s current development review process and discussed the level of administrative and discretionary review required for various development projects; and

**WHEREAS**, the Planning Division prepared this Ordinance that enables discretionary Plan Review by the Planning Commission, and discretionary Live Entertainment Permits and Final Parcel Maps by the City Council of projects that could have significant impacts to the surrounding community; and

**WHEREAS**, the Planning Commission held a duly noticed public hearing on October 16, 2018, and adopted Resolution No. 2018-19 recommending that the City Council approve the amendments to the South Gate Municipal Code as set forth in this Ordinance; and

**WHEREAS**, the City Council held a duly noticed public hearing on November 27, 2018, to consider introducing this Ordinance and take public testimony;

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

**SECTION 1.** The public health, safety and welfare would not be adversely affected by approval of the proposed Zoning Code Amendment as it is consistent with the South Gate General Plan 2035 and the requirements specified in state law. Chapter 3, Community Design Element, of the South Gate General Plan 2035, supports the goal of creating and protecting strong and sustainable neighborhoods by requiring potentially impactful development to undergo a discretionary review process to ensure compatibility with surrounding uses.

**SECTION 2.** The project is exempt from CEQA as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity

in question may have a significant effect on the environment, the activity is not subject to CEQA. Section 15061 (b) (3) of the CEQA Regulations (14 CCR § 15061).

**SECTION 3.** Table 11.51-1 (Application and Review Authority), of Section 11.51.030 (Review Types and Responsibilities), of Chapter 11.51 (Permits and Procedures), of Title 11 (Zoning), of the South Gate Municipal Code is hereby amended in its entirety to read as follows:

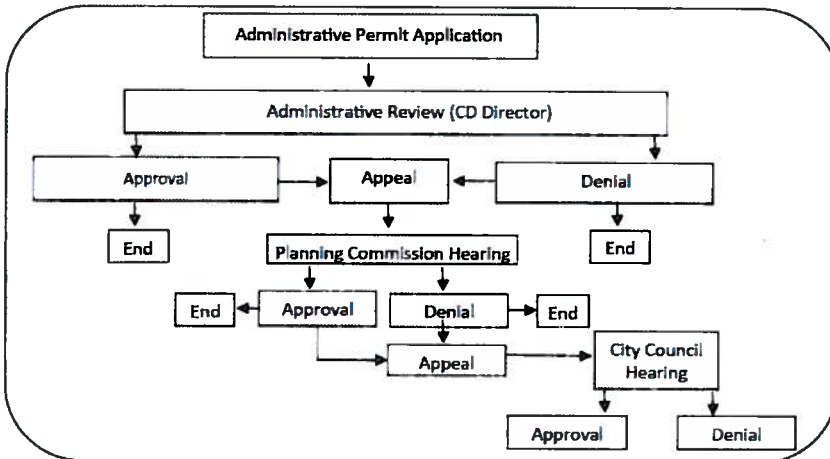
**Table 11.51-1 Application and Review Authority**

Permit Process	Director	Planning Commission	City Council	Public Hearing Required
Administrative Permit Types	See Figure 11.51-1 for Process			
Administrative Permit	D	A	A	Appeals Only
Temporary Use Permit	D	A	A	Appeals Only
Design Review	D	A	A	Appeals Only
Discretionary Permit Process A	See Figure 11.51-2 for Process			
Conditional Use Permit		D	A	Yes
Variance		D	A	Yes
Plan Review (Site Plan)		D	A	Yes
Discretionary Permit Process B	See Figure 11.51-3 for Process			
Density Bonus		R	D	Yes
Specific Plan		R	D	Yes
Regulating Plan/Zoning Amendment		R	D	Yes
Discretionary Permit Process C	See Figure 11.51-4 for Process			
Final Parcel Map			D	Yes
Live Entertainment Permit			D	Yes

D = deciding body whose decision is final unless appealed; A = appeal authority; R = advisory body required to make recommendations

**SECTION 4.** Figure 11.51-1 (Administrative Permit Process), of Section 11.51.030 (Review Types and Responsibilities), of Chapter 11.51 (Permits and Procedures), of Title 11 (Zoning), of the South Gate Municipal Code is hereby amended in its entirety to read as follows:

**Figure 11.51-1 Administrative Permit Process- CD Director (Deciding Authority)**



**SECTION 5.** Figure 11.51-2 (Discretionary Permit Process A), of Section 11.51.030 (Review Types and Responsibilities), of Chapter 11.51 (Permits and Procedures), of Title 11 (Zoning), of the South Gate Municipal Code is hereby amended in its entirety to read as follows:

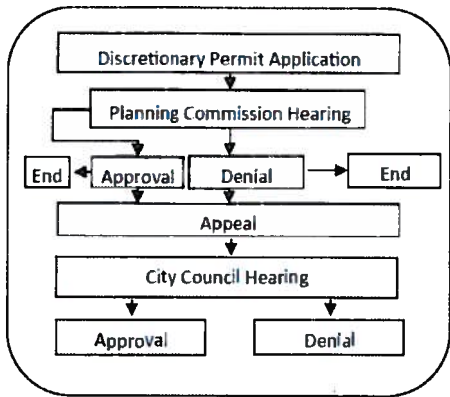


Figure 11.51-2 Discretionary Permit Process A-  
Planning Commission (Deciding Authority)

**SECTION 6.** Figure 11.51-3 (Discretionary Permit Process B), of Section 11.51.030 (Review Types and Responsibilities), of Chapter 11.51 (Permits and Procedures), of Title 11 (Zoning), of the South Gate Municipal Code is hereby amended in its entirety to read as follows:

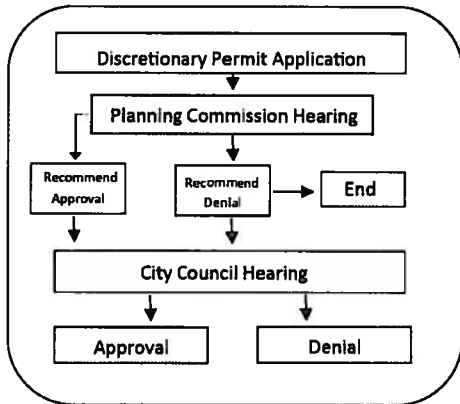


Figure 11.51-3 Discretionary Permit Process B-  
City Council (Deciding Authority)

**SECTION 7.** Figure 11.51-4 (Discretionary Permit Process C), is hereby added to Section 11.51.030 (Review Types and Responsibilities), of Chapter 11.51 (Permits and Procedures), of Title 11 (Zoning), of the South Gate Municipal Code to read as follows:

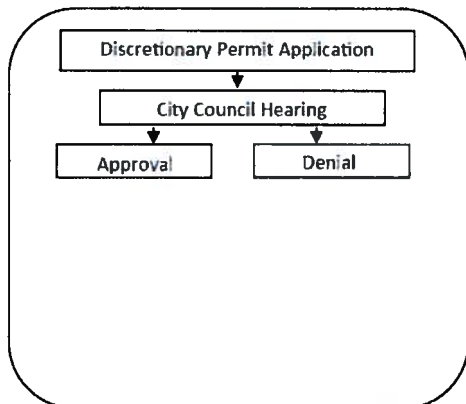


Figure 11.51-4 Discretionary Permit Process C-  
City Council (Deciding Authority)

**SECTION 8.** If any one or more of the provisions contained in this Ordinance shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Ordinance shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

**SECTION 9.** This Ordinance shall take effect and be enforced on the thirty-first (31<sup>st</sup>) day after its adoption.

**SECTION 10.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

**PASSED, APPROVED and ADOPTED** this 11th day of December, 2018.


**CITY OF SOUTH GATE:**

\_\_\_\_\_  
María Belén Bernal, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**RESOLUTION NO. 2018-19**

**A RESOLUTION OF PLANNING COMMISSION RECOMMENDING THAT THE SOUTH GATE CITY COUNCIL ADOPT AN ORDINANCE AMENDING TABLE 11.51-1 (PERMITS AND PROCEDURES), FIGURE 11.51-1 (ADMINISTRATIVE PERMIT PROCESS), FIGURE 11.51-2 AND 11.51-3 (DISCRETIONARY PERMIT PROCESS A AND B), AND ADDING FIGURE 11.51-4 (DISCRETIONARY PERMIT PROCESS) OF SECTION 11.51.030 (REVIEW TYPES AND RESOPONSIBILITIES), OF TITLE 11 (ZONING), OF THE SOUTH GATE MUNICIPAL CODE**

**WHEREAS**, in March 15, 2015 the Zoning Code was updated to regulate land uses, activities, structures, subdivisions and development in the City; and

**WHEREAS**, the concerns involve density, building height and compatibility with surrounding neighborhoods; and

**WHEREAS**, the process of project review and approval is a concern that has been raised; and

**WHEREAS**, on November 14, 2017 and on July 10, 2018 Community Development presented a report regarding the City's development review process; and

**WHEREAS**, the Planning Division has drafted an ordinance that reassess the City's current development review with proposed thresholds to require discretionary review; and

**WHEREAS**, the Planning Division has reassessed the City's current administrative and discretionary development process with proposed steps in the development process; and

**WHEREAS**, the Planning Division has prepared the attached draft ordinance that enables discretionary Plan Review by the Planning Commission, and discretionary Live Entertainment Permits and Final Parcel Maps by the City Council of projects that could have significant impacts to the surrounding community; and

**WHEREAS**, the proposed ordinance will grant the Planning Commission and City Council ability to examine and regulate development in regards to density, architectural design, building height, parking, sensitive uses, and compatibility to surrounding uses to mitigate and eliminate any impacts.

**NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SOUTH GATE, CALIFORNIA, HEREBY RESOLVES AS FOLLOWS:**

**SECTION 1.** The Planning Commission finds that all of the facts set forth in the Recitals of this Resolution are true and correct.

**SECTION 2.** The project is exempt from CEQA as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity

in question may have a significant effect on the environment, the activity is not subject to CEQA. Section 15061 (b) (3) of the CEQA Regulations (14 CCR § 15061).

**SECTION 3.** Adoption of the Zone Text Amendment will not have a significant effect on the environment.

**SECTION 4.** The public health, safety and welfare would not be adversely affected by approval of the proposed Zoning Text Amendment as it is consistent with the General Plan and the requirements specified in state law.

**SECTION 5.** The General Plan 2035 under Chapter 3, Community Design Element promotes preservation and enhancement of existing neighborhood's quality and character and mitigation of impacts from manufacturing/distribution and light industrial businesses on adjoining land uses. The proposed ordinance enables discretionary review of potentially impactful projects by the Planning Commission and/or City Council. The review will include noticing to the public and public input through required public hearings. This level of discretionary review will increase the City's ability to protect neighborhoods from potential impacts of new non-residential developments.

**SECTION 5.** The Zone Text Amendment is consistent with and supports the General Plan.

**SECTION 6.** The Zone Text Amendment will not adversely affect the public health, safety, or welfare of the City and protects public health, safety, and welfare in the City.

**SECTION 7.** The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

[Remainder of page left blank intentionally]

**SECTION 8.** Based upon the findings and conclusions set forth above, the Planning Commission hereby recommends that the City Council approve amendments to Chapter 11.51 (Permits and Procedures) Section 11.51.030 Review Types and Responsibilities, Table 11.51-1, Figure 11.51-1, 11.51-2, 11.51-3, and 11.51-4. of the South Gate Municipal Code, as described in the draft ordinance, attached hereto and made a part of this resolution.

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

This recommendation was adopted by the following vote at the Planning Commission meeting of October 16, 2018

**AYES** Chairperson Delgado, Vice Chairperson Hurtado,  
Commissioners Perez and Velasquez

**NOES:**


**ABSENT:** Commissioner Masushige

**NOT VOTING:**

**APPROVED** and **ADOPTED** this sixteenth day of October 2018.

  
\_\_\_\_\_  
Joe Perez  
Secretary  
City Planning Commission

**APPROVED:**

  
\_\_\_\_\_  
Jose Delgado  
Chairperson  
City Planning Commission

RECEIVED

Item No. 6

DEC 3 2018

# City of South Gate

CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

5:30pm

# AGENDA BILL

For the Regular Meeting of: December 11, 2018

Originating Department: Community Development

Department Director:

  
Joe Perez


City Manager:

  
Michael Flad

**SUBJECT: ORDINANCE NO. 2356 AMENDING SUBSECTION A. 2. iii. (METHOD OF NOTICE), OF SECTION 11.50.020 (PUBLIC HEARING NOTIFICATION) OF THE SOUTH GATE MUNICIPAL CODE TO INCREASE THE MINIMUM RADIUS DISTANCE REQUIREMENTS FOR PUBLIC HEARING NOTICES FROM 300 FEET TO 1,000 FEET**

**PURPOSE:** To adopt Ordinance No. 2356, which increases the distance for public hearing noticing requirements for property owners and all mailing addresses from 300 feet to 1,000 feet when a land use application or other Zoning Code matter requires a public hearing by the Planning Commission or City Council.

**RECOMMENDED ACTION:** Waive further reading and adopt Ordinance No. 2356 amending Subsection A. 2. iii. (Method of Notice), of Section 11.50.020 (Public Hearing Notification), of Chapter 11.50 (Administration), of Title 11 (Zoning), of the South Gate Municipal Code to increase minimum radius distance requirements for public hearing notices from 300 feet to 1,000 feet.

 **FISCAL IMPACT:** The cost for mailing public hearing notices will increase on an incremental basis based on the number of properties surrounding a development. For example, in the industrial zones where a 600 foot radius may capture 30 property owners and tenants, an expanded 1,000 foot radius may capture 50 property owners and tenants. In a residential zone where a 600 foot radius captures 250 addresses, a 1,000 foot radius may increase the total to 500 addresses. Mailing cost will increase on an incremental basis in this instance from \$15 to \$25 for the industrial scenario and from \$125 to \$250 for the residential scenario.

**ALIGNMENT WITH COUNCIL GOALS:** The adoption of Ordinance 2356 supports the goal of improving communications and civic engagement by establishing a broader outreach for public hearing noticing requirements by increasing the 300 foot radius distance to 1,000 feet. A larger mailing area that captures property owners and all mailing addresses will encourage greater public participation in the public hearing processes before the Planning Commission and City Council.

**ENVIRONMENTAL EVALUATION:** The foregoing amendment to the South Gate Zoning Code is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that



have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA

**ANALYSIS:** When an application or other Zoning Code matter requires a public hearing by the Planning Commission or City Council, the public must be notified of the public hearing in compliance with state law (Government Code Sections 65090, 65091, 65094, and 66451.3, and Public Resources Code 21000 et seq.), and by the required method as described in Subsection A. 2. iii. (Method of Notice), of Section 11.50.020 (Public Hearing Notification), of Chapter 11.50 (Administration), of Title 11 (Zoning), of the South Gate Municipal Code including: published notice, mailed notice and posted notice on the subject property. Notice of public hearing must be published once in a newspaper of general circulation in the City at least 10 days prior to the public hearing date. Notice must be mailed through the U.S. Postal Service at least 10 days prior to the public hearing date to the property owner(s) on record for the subject property, or the owner’s agent; the applicant(s); and all property owners within a 300-foot radius of the exterior boundaries of the subject property, as indicated on the latest available assessment rolls in the City.

During the last comprehensive Zoning Code update, distance requirements for public hearing notices were not updated and carried over the same 300 foot distance requirement from the previous Zoning Code. Although this is the minimum requirement, staff’s practice has been to notify property owners and all mailing addresses within a 600 foot radius. In the interest of greater transparency and public participation, the City is initiating this Zone Code amendment that proposes to increase the required distance requirements for public hearing notices for property owners and all mailing addresses from a 300 foot radius of the exterior boundaries of the subject property, to 1,000 feet. The increase in radius distance notification will ensure a broader outreach for public hearing meetings by the Planning Commission and the City Council.

Planning Commission Review

At the regularly scheduled Planning Commission meeting of October 16, 2018, the Planning Commission voted unanimously to recommend that the City Council approve Zone Text Amendment No. 165, which increases the minimum distance requirements for public hearing notices from 300 feet to 1,000 feet.

Proposed Code Amendments

Ordinance No. 2356 is attached. Changes to the existing code are indicated by red text for reference.

Existing language to Subsection A. 2. iii. (Method of Notice), of Section 11.50.020 (Public Hearing Notification), reads as follows:

iii. All property owners within a 300-foot radius of the exterior boundaries of the subject property, as indicated on the latest available assessment rolls in the City.

Proposed amendment to Subsection A. 2. iii. (Method of Notice), of Section 11.50.020 (Public Hearing Notification), reads as follows in red:

iii. All owners, occupants and residents of properties within a 1,000-foot radius of the exterior boundaries of the subject property; notices to residents and occupants shall be mailed to the property address, while notices to owners shall be mailed to the notice address indicated on the latest available assessment rolls in the City.

Zoning Amendment Consistency with South Gate General Plan 2035

The proposed amendments are consistent with the South Gate General Plan 2035. Chapter 7, Healthy Community Element of the South Gate General Plan 2035, states the following policy, listed below in bold and a staff notation in italics that is applicable to the proposed amendments:

Objective HC 10.1: Increase participation in community events.

**P.1 The City will strive to preserve and strengthen social capital by supporting formal and informal social networks in the community.**  
*The proposed amendment will establish a broader outreach for public hearing noticing requirements by increasing the 300 foot radius distance to 1,000 feet. A larger mailing area that captures property owners and all mailing addresses will encourage greater public participation in the public hearing processes before the Planning Commission and City Council.*

**BACKGROUND:** At its November 27, 2018 regularly scheduled meeting, the City Council conducted a public hearing and introduced Ordinance No. 2356.

**ATTACHMENT:** A. Ordinance No. 2356

**ORDINANCE NO. 2356**

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

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,  
CALIFORNIA, AMENDING SUBSECTION A. 2. iii. (METHOD OF NOTICE),  
OF SECTION 11.50.020 (PUBLIC HEARING NOTIFICATION), OF CHAPTER  
11.50 (ADMINISTRATION), OF TITLE 11 (ZONING), OF THE SOUTH GATE  
MUNICIPAL CODE TO INCREASE MINIMUM RADIUS DISTANCE  
REQUIREMENTS FOR PUBLIC HEARING NOTICES  
FROM 300 FEET TO 1,000 FEET**

**WHEREAS**, when an application or other Zoning Code matter requires a public hearing by the Planning Commission or City Council, the public shall be notified of the hearing in compliance with state law (Government Code Sections 65090, 65091, 65094, and 66451.3, and Public Resources Code 21000 et seq.); and

**WHEREAS**, when an application or other Zoning Code matter requires a public hearing by the Planning Commission or City Council, owners of all properties within a specified distance from the property which is the subject of the hearing shall also be notified of the required method as described in Section 11.50.020 (Public Hearing Notification), of Chapter 11.50 (Administration), of Title 11 (Zoning), of the South Gate Municipal Code including: published notice, mailed notice and posted notice on the subject property; and

**WHEREAS**, during the last comprehensive Zoning Code update, distance requirements for public hearing notices were not updated and instead carried over the same distance requirement from the previous code (which specified that notice must be sent to the owners of all properties within a 300-foot radius from the existing boundaries of the property which is the subject of the hearing); and

**WHEREAS**, to increase transparency and public participation, the City is initiating this zone text amendment that proposes to increase that minimum distance requirement for notices of the public hearing to property owners from the current 300-foot radius of the exterior boundaries of the subject property to a 1,000-foot radius; and

**WHEREAS**, to further increase transparency and public participation, this zone text amendment proposes that such notices be sent not only to the owners of those properties within that 1,000-foot radius (whose mailing addresses are often different from the property address), but also to the occupants or residents of those properties (who are frequently tenants rather than owners); and

**WHEREAS**, the increase in radius distance notification and the expansion of the types of persons and entities who are to be notified will ensure a broader outreach for public hearing meetings by the Planning Commission and the City Council; and

**WHEREAS**, the Planning Commission held a duly noticed public hearing on October 16, 2018, and adopted Resolution No. 2018-18 recommending that the City Council approve the amendments to the South Gate Zoning Code as set forth in this Ordinance; and

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

**SECTION 1.** The public health, safety and welfare would not be adversely affected by approval of the proposed Zoning Code Amendment as it is consistent with the South Gate General Plan 2035 and the requirements specified in state law. Chapter 7, Healthy Community Element of the South Gate General Plan 2035, promotes increased public participation in community events; the City will strive to preserve and strengthen social capital by supporting formal and informal social networks in the community and increase public participation in the public hearing processes before the Planning Commission and City Council.

**SECTION 2.** The project is exempt from CEQA as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Section 15061 (b) (3) of the CEQA Regulations (14 CCR § 15061).

**SECTION 3.** Subsection A. 2. iii. (Method of Notice), of Section 11.50.020 (Public Hearing Notification), of Chapter 11.50 (Administration), of Title 11 (Zoning), of the South Gate Municipal Code is hereby amended to read as follows:

**A. 2. iii. (Method of Notice)**

All owners, occupants and residents of properties within a 1,000-foot radius of the exterior boundaries of the subject property; notices to residents and occupants shall be mailed to the property address, while notices to owners shall be mailed to the notice address indicated on the latest available assessment rolls in the City.

[Remainder of page left blank intentionally]

**SECTION 4.** If any one or more of the provisions contained in this Ordinance shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Ordinance shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

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

**SECTION 6.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

**PASSED, APPROVED and ADOPTED this 11<sup>th</sup> day of December, 2018.**

**CITY OF SOUTH GATE:**

\_\_\_\_\_  
María Belén Bernal, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

RECEIVED

DEC 9 2018

Item No. 7

City of South Gate  
CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

5:35pm

AGENDA BILL

For the Regular Meeting of: December 11, 2018

Originating Department: Community Development

Department Director: Joe Perez  
Joe Perez

City Manager: Michael Flad  
Michael Flad

**SUBJECT:** ORDINANCE NO. 2357 AMENDING CERTAIN SECTIONS AND CHAPTERS OF THE SOUTH GATE MUNICIPAL CODE PERTAINING TO A SIDEWALK VENDING PROGRAM IN COMPLIANCE WITH SENATE BILL 946 (LARA)

**PURPOSE:** To adopt Ordinance No. 2357, which will establish a Sidewalk Vending Program and require sidewalk vendors to obtain a license and permit from the City before selling food or merchandise. This Ordinance is in compliance with SB 946 (Lara), which will become effective January 1, 2019.

**RECOMMENDED ACTION:** Waive further reading and adopt Ordinance No. 2357 amending certain Sections and Chapters of the South Gate Municipal Code pertaining to a Sidewalk Vending Program in compliance with Senate Bill 946 (Lara).

**FISCAL IMPACT:** Adoption of Ordinance No. 2357 will result in the City receiving additional revenue from sidewalk vending business license and permit fees. Although unknown at this time, the revenue received by the City each year will be dependent upon the fees established for sidewalk vending business licenses and permits as well as the volume of applications. A resolution establishing the sidewalk vending business license and permit fees will be considered by the City Council during tonight's meeting.

**ALIGNMENT WITH COUNCIL GOALS:** The adoption of a Sidewalk Vending Program supports the goal of protecting strong and sustainable neighborhoods, by providing regulations for the sale of food and merchandise on public sidewalks and parks.

**ANALYSIS:** At the November 27, 2018 regular City Council meeting, the City Council conducted a public hearing and unanimously introduced Ordinance No. 2357 to adopt a Sidewalk Vending Program, which will require sidewalk vendors to obtain a business license and sidewalk vending permit from the City before selling food or merchandise. Ordinance No. 2357 is on the agenda this evening for adoption.

Senate Bill 946 – Sidewalk Vendors (Lara)  
SB 946 which goes into effect January 1, 2019, prohibits local jurisdictions from regulating or, under certain circumstances, banning sidewalk vendors unless a Sidewalk Vending Program is

adopted. A Sidewalk Vending Program requires vendors to obtain a business license and sidewalk vendor permit from the local authority before selling food or merchandise. According to State Senator Ricardo Lara, who introduced the bill, SB 946 is intended to allow sidewalk vendors to be viewed and treated as small-business owners who contribute to local economies.

Also known as the Safe Sidewalk Vending Act, SB 946 applies to “sidewalk vendors” who sell food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance in the a public right-of-way or other pedestrian path, including public parks. Such vendors include stationary and roaming vendors, each of which has a different set of regulations pursuant to SB 946.

- **Stationary sidewalk vendors** must remain in one location except when being pushed, carried, or transported to and from a space on the sidewalk on a daily basis and is prohibited from conducting business in exclusive residential zones.
- **Roaming vendors** are mobile (non-motorized) and are allowed to conduct business in residential areas, considering that they move continuously and only stop for a limited time to complete a transaction.

Provided below is a table summarizing the City’s capabilities per SB 946:

<b>CITY IS ALLOWED TO:</b>	<b>CITY IS PROHIBITED FROM:</b>
Limit hours of operation considering the same are imposed on other businesses on the same street	Require sidewalk vendors from operating in specific parts of the public right-of-way
Require sidewalk vendors to obtain a permit for sidewalk vending and a valid business license	Requiring sidewalk vendors to obtain consent/approval of any nearby business to sell food or merchandise
Require sidewalk vendors to possess a valid state seller’s permit	Determining where sidewalk vendors can operate unless there is a health, safety, or welfare concern
Require additional licenses from other agencies (e.g., LA County Dept. of Public Health) boundaries	Restricting the overall number of sidewalk vendors permitted to operate within City boundaries
Prohibit sidewalk vendors in areas located around a permitted farmers’ market or swap meet	
Restrict or prohibit sidewalk vendors in area(s) designated for a temporary special permit	
Prohibit stationary vendors in areas zoned exclusively residential. (Roaming vendors are permitted)	
Regulate sidewalk vending in a park if certain requirements are met	

SB 946 allows the assessment of penalties for violations of the Sidewalk Vending Program follows:

- 1<sup>st</sup> violation -Administrative fine not exceeding \$100
- 2<sup>nd</sup> violation - Administrative fine not exceeding \$200 within one year of the first violation
- 3<sup>rd</sup> or more violations - Administrative fine not exceeding \$500 within one year of the first violation
- The City may rescind a permit issued to a sidewalk vendor for the term of that permit upon the fourth violation.

Fines for vending without sidewalk vending permit, per SB 946, is provided below:

- 1<sup>st</sup> violation -Administrative fine not exceeding \$250
- 2<sup>nd</sup> violation - Administrative fine not exceeding \$500 within one year of the first violation
- 3<sup>rd</sup> or more violations - Administrative fine not exceeding \$1,000 within one year of the first violation.
- Upon proof of a valid permit issued by the City, the administrative fines shall be reduced to 20%.

Failure to pay an administrative fine is not punishable as an infraction or misdemeanor and fines, fees, assessments, or any other financial conditions cannot not be assessed.

#### Proposed Sidewalk Vending Program

In order for the City to regulate and, in some cases prohibit sidewalk vending in the interest of the public's health, safety and welfare, the proposed ordinance (attached) establishes a Sidewalk Vending Program. A survey was conducted of surrounding cities and, of those, only the City of Los Angeles was in the process of developing a Sidewalk Vending Program. The proposed Sidewalk Vending Program was developed with input from all City Departments and the City Attorney's Office. Provided below are key provisions in the proposed Sidewalk Vending Program:

- Vendors are required to obtain both a business license and vending permit
- Vendors must, as part of their application, provide:
  - Name, address and telephone number
  - Valid identification
  - List of food or merchandise to be sold
  - Proof of liability insurance in an amount no less than \$1,000,000 per occurrence
  - If vending food, proof of completion of a food handler course
- Vendors must obtain all permits required by the LA County Department of Public Health.
- Every cart used to vend food must be approved by the LA County Department of Public Health.
- A person may apply for only one permit and permits must be displayed on every cart
- Each permit is to be renewed annually
- Only two vendors are allowed per street block
- Limitations on cart sizes have been established at 72"L x 54"W x 78"H.



- Vendors must provide and utilize their own trash receptacles and are prohibited from using those from the City in the public right-of-way
- Vendors must maintain clean and trash-free 10-foot radius from the vendor's cart
- Stationary vendors are prohibited from areas zoned exclusively residential and from parks that have exclusive concessions agreements (i.e. South Gate and Hollydale Parks)
- Vending is prohibited within 500 feet of any K-12 school from 6:00 a.m. through 6:00 p.m., unless the Vendor is selling exclusively Healthy Food
- Due to public safety concerns, vending is prohibited in the following areas:
  - "Tweedy Boulevard Corridor,"
  - "Garfield Avenue Corridor",
  - "Paramount Boulevard Corridor,"
  - "Azalea Shopping Center,"
  - "Crossroads Retail Center,"
  - Imperial Highway Corridor,"
  - "Long Beach Boulevard Corridor,"
  - "Otis Street Corridor,"
  - "Atlantic Avenue Corridor,"
  - "California Avenue Corridor,"
  - "Firestone Boulevard Corridor,"
  - "El Paseo Shopping Center,"
  - State Street
  - Independence Avenue
  - Ardmore Avenue
  - San Juan Avenue
  - Santa Ana Street
  - Southern Avenue
- Vending of illegal or counterfeit merchandise is prohibited
- Unattended carts will be confiscated as a "bulky item"
- Mobile support for carts is prohibited
- For safety reasons, carts will not be placed in locations that impede pedestrian access or within specified distances of crosswalks, bus benches, street signs and driveways.

### Enforcement

In the event that a sidewalk vendor is conducting business in the public right-of-way and parks without a permit, Police Officers, Code Enforcement Officers and Park Rangers have the authority to enforce the regulations contained within the Sidewalk Vending Program.

### Sidewalk Sales

It should be noted that the Municipal Code allows an individual or group of businesses — specifically, residents and business owners with addresses in South Gate—to apply for a Sale/Special Event Permit (Sidewalk Sale Permit) 12 times per year, for no more than three consecutive days. This only applies to the area as authorized by the Business License Division. Historically, the Tweedy Mile Association (TMA) has been the only entity to apply for said sale permits. For example, in Fiscal Year 2017-18, the City issued 12 Sidewalk Sale Permits, all for the TMA. The proposed ordinance does not alter this policy.

### Next Steps

In addition to adopting Ordinance No. 2357, the City Council will also discuss two related items during tonight's meeting. The first is to consider adopting an interim urgency ordinance, which mirrors the provisions in this proposed ordinance. Because the urgency ordinance will be effective immediately after adoption, it will ensure that the City's Sidewalk Vending Program will be in place by the time SB 946 goes into effect on January 1, 2019. The second is a resolution establishing licensing and permitting fees which will help implement the Sidewalk Vending Program.

**BACKGROUND:** On September 17, 2018, Governor Brown signed SB 946 to decriminalize selling food and other goods on sidewalks and in parks in California. SB 946, which will go into effect January 1, 2019, prohibits criminal penalties for sidewalk vending. Vendors will also be able to clear pending citations and be retroactively relieved of previous convictions by petitioning the court for dismissal of the sentence.

At its November 27, 2018 regular meeting, the City Council conducted a public hearing and introduced Ordinance No. 2357.

**ATTACHMENTS:** A. Ordinance No. 2357  
B. Senate Bill 946

**ORDINANCE NO. 2357**

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

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,  
CALIFORNIA, AMENDING CERTAIN SECTIONS AND CHAPTERS OF THE  
SOUTH GATE MUNICIPAL CODE PERTAINING TO A SIDEWALK VENDING  
PROGRAM IN COMPLIANCE WITH SENATE BILL 946 (LARA)**

**WHEREAS**, a well-regulated sidewalk vending program would enliven the City of South Gate ("City") streetscape by creating a vibrant marketplace; and

**WHEREAS**, sidewalk vending, because it has a relatively low barrier to entry, encourages entrepreneurship; and

**WHEREAS**, providing economic opportunity for people to support themselves and their families is one of the most important goals for the City; and

**WHEREAS**, the South Gate City Council ("City Council") finds that there is a need to regulate the sale of food and merchandise in the public right-of-way; and

**WHEREAS**, regulations are needed to ensure that the public has a simple way to ensure vendors prepare food safely and according to the Los Angeles County Department of Public Health's requirements; and

**WHEREAS**, regulations are needed to prevent unsanitary conditions and ensure trash and debris are removed by vendors; and

**WHEREAS**, regulations are needed to accommodate a vendor's equipment while safeguarding pedestrian movement on the sidewalk; and

**WHEREAS**, the City Council finds that regulation of sidewalk vending benefits the City as a whole as it leads to orderly commerce; and

**WHEREAS**, the City Council seeks to create a Sidewalk Vending Program which will provide licensing and regulation of street vendors in the City; and

**WHEREAS**, the City Council seeks to create a Sidewalk Vending Program that will maximize the safety and welfare of the general public; and

**WHEREAS**, within the City there are several manufacturing and retail type businesses that are primarily open during the daytime, and retail, restaurant and entertainment establishments that are open both daytime and evening; and

**WHEREAS**, the City is boarded by two highly traveled freeways, Interstate 710 and Interstate 105, each of which has freeway ramps and off ramps in or near the City; and

**WHEREAS**, between January 1, 2014, and December 31, 2016, there have been 3199 motor vehicle collisions within the City, including 10 fatalities, 25 severe injuries, and 2069 incidents of property damage; and

**WHEREAS**, between January 1, 2014, and December 31, 2016, of the 3199 collisions with the City, 135 have involved pedestrians, and 116 have involved bicycles; and

**WHEREAS**, the City has identified 14 City streets throughout the City where collisions are more likely to occur, including State Street (62 collisions), Independence Avenue (33 collisions), Long Beach Boulevard (124 collisions), Ardmore Avenue (40 collisions), San Juan Avenue (24 collisions), California Avenue (160 collisions), Otis Street (110 collisions), Santa Ana Street (44 collisions), Tweedy Boulevard (240 collisions), Firestone Boulevard (655 collisions), Atlantic Boulevard 164 collisions), Southern Avenue (132 collisions), and Imperial Highway (85 collisions); and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, most pedestrian collisions has occurred on Tweedy Boulevard, and that most bicycle and motorcycle collisions have occurred on Firestone Boulevard; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the majority of the fatal and sever collisions in the City have occurred due to broadside collisions, head on collisions, or pedestrian/bicycle collisions; and

**WHEREAS**, the City has identified, among other factors, that pedestrian right of way violations are a major cause of collisions in the City for fatal and severe collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 16.14% of all injury collisions have occurred on "Segment 1" of Firestone Boulevard, between the west City boundary limit, and Atlantic Avenue; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions in "Segment 1" of Firestone Boulevard were vehicles traveling at an unsafe seed, vehicle right of way, and improper vehicle turning, leading to 481 collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 6.95 % of all injury collisions have occurred on "Segment 2" of Firestone Boulevard, between the east City boundary limit, and Atlantic Avenue; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions in "Segment 2" of Firestone Boulevard were

vehicles traveling at an unsafe speed, vehicle right of way, and improper vehicle turning, leading to 316 collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 9.52% of all injury collisions have occurred on "Segment 1" of Tweedy Boulevard, between the west City boundary limit, and Atlantic Avenue; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions in "Segment 1" of Tweedy Boulevard were vehicles traveling at an unsafe speed, vehicle right of way, and improper vehicle turning, leading to 240 collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 0.33% of all injury collisions have occurred on "Segment 2" of Tweedy Boulevard, between Atlantic Avenue and Burtis Street; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions in "Segment 2" of Tweedy Boulevard were vehicle right of way, and failure to stop at a stop sign, leading to 15 collisions; and

**WHEREAS**, Tweedy Boulevard has the highest number of pedestrian collisions in the City; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 6.21% of all injury collisions have occurred on Garfield Avenue; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions on Garfield Avenue were due to automobiles traveling at an unsafe speed, vehicle right of way, and improper turning, leading to 206 collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 5.46% of all injury collisions have occurred on Long Beach Boulevard; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions on Long Beach Boulevard were due to automobiles traveling at an unsafe speed, vehicle right of way, and improper turning, leading to 124 collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 5.05% of all injury collisions have occurred on Southern Avenue; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions on Southern Avenue were due to automobiles

traveling at an unsafe speed, vehicle right of way, and improper turning, leading to 132 collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 4.97 % of all injury collisions have occurred on California Avenue; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions on California Avenue were due to automobiles traveling at an unsafe speed, vehicle right of way, and improper turning, leading to 160 collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 4.88 % of all injury collisions have occurred on Atlantic Avenue; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions on Atlantic Avenue were due to automobiles traveling at an unsafe speed, vehicle right of way, and improper turning, leading to 164 collisions; and

**WHEREAS**, the between January 1, 2014, and December 31, 2016, there have been 2 fatal and severe collisions involving motorcycles, and 6 pedestrian and/or bicycle collisions on Atlantic Avenue; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 4.06 % of all injury collisions have occurred on Imperial Highway; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions on Imperial Highway were due to automobiles traveling at an unsafe speed and vehicle right of way leading to 85 collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 3.56 % of all injury collisions have occurred on State Street; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions on State Street were due to automobiles traveling at an unsafe speed, improper turning and vehicle right of way leading to 62 collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 3.06 % of all injury collisions have occurred on Otis Street; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions on Otis Street were due to automobiles traveling at an unsafe speed leading to 110 collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 1.32 % of all injury collisions have occurred on Santa Ana Street; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions on Santa Ana Street were due to automobiles traveling at an unsafe speed and improper turning leading to 44 collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 0.99 % of all injury collisions have occurred on Ardmore Avenue; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions on Ardmore Avenue were due to vehicle right of way and other hazardous violations leading to 40 collisions, including 1 fatality, and 2 pedestrian or bicycle collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 0.99 % of all injury collisions have occurred on Independence Avenue; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions on Independence Avenue were due to automobiles traveling at an unsafe speed, pedestrian right of way, and vehicles traveling on the wrong side of the road leading to 33 collisions, including one fatality, 5 pedestrian, and 1 bicycle or motorcycle collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, 0.83 % of all injury collisions have occurred on San Juan Avenue; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the most common causes of collisions on San Juan Avenue were due to vehicle right of way and improper turning leading to 24 collisions, including 1 fatality, 4 pedestrian, and 1 bicycle collisions; and

**WHEREAS**, the City has identified that between January 1, 2014, and December 31, 2016, the following intersections have the majority of the collisions in the City: Atlantic Avenue and McCallum Avenue, Firestone Boulevard and Long Beach Boulevard, Firestone Boulevard and Santa Fe Avenue, San Miguel Avenue and Tweedy Boulevard, Long Beach Boulevard and Tweedy Boulevard, Garfield Avenue and Imperial Highway, Tweedy Boulevard and Dearborn Avenue, and Tweedy Boulevard and San Juan Avenue; and

**WHEREAS**, the City seeks to reduce the number of people killed or injured in traffic collisions, alcohol involved collisions, drug involved collision, reduce the number of motorcyclists killed and injured in traffic collisions, and reduce hit and run fatal collisions and injuries; and

**WHEREAS**, the City seeks to reduce the number of people killed or injured in traffic due to distractions, crowding of busy thoroughfares, street congestion, slowing of traffic, or creation of traffic hazards; and

**WHEREAS**, the City seeks to support and properly regulate sidewalk vending, while providing for the health, safety and welfare of the general public, including street vendors, pedestrians, and motorists;

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

**SECTION 1.** Section 2.10.970 (Severability), of Chapter 2.10 (Business Regulation), of Title 2 (Licenses – Business Regulations), of the South Gate Municipal Code is hereby amended in its entirety to read as follows:

**Section 2.10.970 Sidewalk Vending Program.**

- A. Definitions.**
- B. City Administration.**
- C. Special Sidewalk Vending Districts.**
- D. Business Licenses and Vending Permits.**
- E. Additional Operational Requirements for Vending.**
- F. Placement of Stationary or Push Carts.**
- G. Monitoring and Compliance.**
- H. Vending in City Parks.**
- I. Vending Within the Immediate Vicinity of a Permitted Certified Farmer’s Market or Permitted Swap Meet.**
- J. Severability.**

**A. Definitions.** For purposes of this section, the following words or phrases shall have the following meanings:

1. **Cart.** Collectively, a Stationary Cart or a Push Cart.
2. **Citation.** An Administrative Citation issued pursuant to Chapter 1.59 of this Code, unless otherwise specified.
3. **City.** The City of South Gate, a municipal corporation.
4. **Department.** The Department of Administrative Services of the City of South Gate.
5. **Food.** Any type of edible substance or beverage.



6. Goods or Merchandise (Merchandise). Any item that is not Food.
7. Healthy Food. Food which provides vital nutrients with limited fats, cholesterol, sodium and added sugar, as defined in the Rules and Regulations.
8. Operator. A natural person or persons who pushes or moves a Cart, whether or not the natural person or persons is a Licensee.
9. Push Cart or Mobile Cart. A piece of equipment used for Vending, as specified in the Rules and Regulations, which is mobile, has no motor and is capable of being propelled by an individual.
10. Person or Persons. One or more natural persons, individuals, groups, businesses, business trusts, companies, corporations, joint ventures, joint stock companies, partnership, entities, associations, clubs or organizations composed of two or more individuals (or the manager, lessee, agent, servant, officer or employee of any of them), whether engaged in business, nonprofit or any other activity.
11. Public Place. Any street, sidewalk, alley or other public way, any public park, square, space or grounds, any publicly owned or leased land or buildings.
12. Roaming Sidewalk Vendor. A sidewalk vendor who moves from place to place and stops only to complete a transaction.
13. Sidewalk. Any surface in the public right-of-way provided for the use of pedestrian traffic.
14. Sidewalk Vending Program. The Sidewalk Vending Program regulates the City's allocation of Licenses and Permits for the sale of Food or Merchandise.
15. Sidewalk Vendor or Street Vendor. A person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path. For purposes of this chapter, the words "peddler" and "sidewalk vendor" or "street vendor" shall be interchangeable.
16. Stationary Cart. A piece of equipment used for Vending, as specified in the Rules and Regulations, which has no motor and is not mobile, except when being pushed, carried, or transported to and from a space on the Sidewalk on a daily basis.
17. Stationary Sidewalk Vendor. A sidewalk vendor who vends from a fixed location.

18. Vend, Vends or Vending. To peddle, hawk, sell, barter or lease; to offer to sell, barter or lease; or to display for sale, barter or lease any goods, wares, merchandise or services; to solicit offers to purchase, or to barter Food or Merchandise, or to require someone to negotiate, establish or pay a fee before providing Food or Merchandise, even if characterized as a donation.
19. Vending License (License). A written City approval required for each person who Vends in the City.
20. Vending Permit (Permit). A written City approval required for each Cart, or operator of a Cart, used for Vending in the City.
21. Vendor. A Person who Vends.

**B. City Administration.**

1. The City is authorized to issue Licenses and Permits for Vending Food or Merchandise and the use of Carts through the Sidewalk Vending Program.
2. Rules and Regulations to implement the Sidewalk Vending Program may be developed by the City.
3. The City shall establish a complaint process to allow the public to report problems. The City shall also notify Licensees and Permittees of all filming and special events locations.

**C. Special Sidewalk Vending Districts.**

1. The City Council may establish certain areas where Vending may be expanded, restricted or prohibited. Such areas shall be called "Special Sidewalk Vending Districts."

**D. Business Licenses and Vending Permits.**

1. License.
  - (a) Every Person who engages in Vending is a Vendor and must first obtain, and at all times maintain, a valid License.
  - (b) Every Vendor must Vend in compliance with the terms and conditions of the License, which may be amended from time to time, and shall agree to abide by any amendments and/or changes to this ordinance as amended from time to time.

- (c) To apply for a License, the Vendor must present a valid identification, such as a State of California identification, Matricula Consular or any other government-issued identification card and provide the following information:
  - (1) The name, address and telephone number of the Vendor.
  - (2) Proof of liability insurance in an amount of not less than one million dollars (\$1,000,000.00) per occurrence.
  - (3) Any other information required by the Rules and Regulations as may be established by the City.
  - (4) A statement as to whether the applicant has been convicted of any criminal offense.
  - (5) A Vendor who sells Food, in addition to the requirements of this subdivision, shall certify completion of a food handler course and present a copy of the course completion certificate.
- (d) A License must be renewed every year, prior to expiration.
- (e) No License is transferable.
- (f) The applicant must pay an application or renewal fee, as established by the City.
- (g) A Person may only apply for a maximum of one License per year.

2. Permit.

- (a) Every Cart used for Vending must obtain and display a valid Permit.
- (b) Every Operator of a Cart must obtain and display a valid Permit.
- (c) Every Cart must be placed and used at all times in compliance with the terms and conditions of the Permit and all other applicable laws and regulations.
- (d) An applicant for a Permit shall present a valid identification, such as a State of California identification, Matricula Consular or any other government-issued identification and provide the following information:

- (1) The name, address and telephone number of the Vendor.
  - (2) A complete list of the types of Food or Merchandise that will be sold.
  - (3) The hours per day and days per week during which Sidewalk Vending will be conducted.
  - (4) An application for placement of a Stationary Cart in a commercial or industrial area of the City shall contain the proposed location, marked by major cross streets, and either the north, south, east or west side of the street and a photo or sketch of that location. An application for a Push Cart in a residential area of the City shall contain a sketch showing the route the Vendor will travel. Commercial, industrial and residential areas will be specified by the City.
  - (5) Proof of liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence.
  - (6) A statement as to whether the applicant has been convicted of any criminal offense.
  - (7) Any other information required by the City.
- (e) A Person may apply for a maximum of one Permit.
  - (f) A Permit must be renewed every year, prior to expiration.
  - (g) The Vendor shall pay an application and renewal fee, as established by the City.
  - (h) No Person may Vend on the Sidewalk unless it has a Permit. The Permit must be attached onto the Cart and be posted where visible.
  - (i) Every Cart used to Vend Food must be approved by the Los Angeles County Health Department. A Cart approved by the Los Angeles County Health Department to Vend one type or types of Food, may not be used to Vend a different type or types of Food.
  - (j) A Permit is not transferrable to another person, vendor, entity, Cart, location or route.

**E. Additional Operational Requirements for Vending.**

1. At all times, a Vendor must Vend in compliance with the South Gate Municipal Code, and City department regulations.
2. Every Vendor who Vends with a Cart must be in possession of a valid License and the Cart must display a valid Permit.
3. A Vendor may not use a Stationary Cart to Vend in a residential area. Only a Push Cart may be used to Vend in a residential area.
4. A Vendor may operate a Stationary Cart only in a commercial or industrial zone.
5. In order to ensure the health, safety, and welfare of the public, no more than two Stationary Carts with approved Permits may be used to Vend on the Sidewalk of a single block face within commercial and industrial area Sidewalks of the City, except as may be approved or alternatively regulated in a Special Sidewalk Vending District.
6. In order to ensure the health, safety, and welfare of the public, and to avoid collisions involving pedestrians and vehicles, Sidewalk and Mobile Vending is permitted between the hours of 9:00 a.m. and 6:00 p.m., and Vending in City parks is only permitted during Park operating hours.
7. A Vendor who Vends in a residential area with a Push Cart shall move continuously, except when conducting a sale, which must last no more than seven minutes per sale, except as may be approved or alternatively regulated in a Special Sidewalk Vending District.
8. A decal issued by the City and certifying the issuance of a Permit for the Cart, as well as the Health Department permit, shall be attached to and prominently displayed on each Cart in use by a Vendor to sell Food.
9. Every Cart must not exceed a length of 72 inches, a width of 54 inches, or a height, including roof or awning, of 78 inches. A Permit application may request, and the City may approve, a small table for condiments to be used in conjunction with a Cart selling Food.
10. A Food Vendor must provide a trash receptacle for customers and must ensure proper disposal of customer trash. The trash receptacle must be large enough to accommodate customer trash without resort to existing trash receptacles located on any block for use by the general public. A Vendor may not dispose of customer trash in existing trash receptacles on Sidewalks.

11. In order to prevent any slip and fall injuries or contaminants from entering into storm drains, Vendors must maintain a clean and trash-free 10-foot radius from the Vendor's Cart during hours of operation and must leave the area clean by the approved closing time, including cleaning all areas of the Sidewalk used by the Vendor.
12. Vendors are prohibited from receiving mobile support throughout the day, be it for food or merchandise, including, but not limited to, from mobile commissaries.
13. No Cart, condiment table or Vendor's trash receptacle may be left on the Sidewalk after the Vendor's approved closing time.
14. No Cart shall be chained or fastened to any pole, sign, tree or other object in the public right-of-way or left unattended.
15. Vending within 500 feet of any K-12 school or playground is prohibited from 6:00 a.m. through 6:00 p.m., unless the Vendor is selling exclusively Healthy Food.
16. In order to provide for the health, safety, welfare of the public, to minimize collision incidents, including pedestrian and vendor safety, to minimize stop and go or added sudden movements on City streets, Vending is not allowed within the areas designated as the "Tweedy Boulevard Corridor," "Garfield Avenue Corridor", "Paramount Boulevard Corridor," the "Azalea Shopping Center," the "Crossroads Retail Center," the Imperial Highway Corridor," the "Long Beach Boulevard Corridor," the "Otis Street Corridor," the "Atlantic Avenue Corridor," the "California Avenue Corridor," the "Firestone Boulevard Corridor," the "El Paseo Shopping Center," State Street, Independence Avenue, Ardmore Avenue, San Juan Avenue, Santa Ana Street, Southern Avenue, or any other venue or zone as determined by the City Council.
17. No Vending is allowed one hour before, during and one hour after special events that are permitted by the City, including filming.
18. City permitted filming and special events shall have priority over Vending Permits.
19. Vending of illegal or counterfeit Merchandise is prohibited.
20. Vending of services is prohibited.

21. All goods, wares or merchandise vended by a street vendor shall be contained upon or within the Cart used by the street vendor or contained upon the person of said vendor. In no case shall any goods, wares or merchandise be placed directly upon a street, sidewalk or public place. No Person who Vends shall place any blanket, tarp, or other covering on the Sidewalk to Vend, and all Vending must be done on a Cart.
22. All Vendors must offer a receipt to a patron for the sale of any Food or Merchandise.

**F. Placement of Stationary or Push Carts.**

1. For safety reasons, vending Food or Merchandise on City Sidewalks shall be prohibited:
  - (a) Within 10 feet of a marked crosswalk.
  - (b) Within 10 feet of the curb return of an unmarked crosswalk.
  - (c) Within 10 feet of any fire hydrant, fire call box or other emergency facility.
  - (d) Within 10 feet ahead and 45 feet to the rear of a sign designating a bus stop.
  - (e) Within a marked bus zone.
  - (f) Within 10 feet of a bus bench.
  - (g) Within 10 feet of a transit shelter.
  - (h) Within 5 feet of an area improved with lawn, flowers shrubs, trees or street tree wells.
  - (i) Within 10 feet of a driveway or driveway apron.
  - (j) Within 4 feet of an outdoor dining or patio dining area.
  - (k) Within 36 inches from the edge of the curb.
  - (l) In order to comply with the Americans with Disability Act, the Vendor must leave free-flow space of 36" from the curb, structure, or fixed object to the edge of the Cart.

- (m) Where blocks traffic signs.
  - (n) Within 40 feet of a construction or maintenance zone.
  - (o) Where placement of a Cart would impede stopping sight distance and/or site distance for any driveway or intersection.
  - (p) On City-owned property without prior City approval.
2. Notwithstanding any specific prohibitions in this subsection, no Vendor shall install, use or maintain a Cart where placement endangers the safety of persons or property.
  3. Notwithstanding the requirements of this section, a Bulky Item, as defined in South Gate Municipal Code Section 5.08.005, may include a Cart, as described in Sections 2.10.970.A.1, 2.10.970.A.8, 2.10.970.A.14, and 2.10.970.F.8 of the South Gate Municipal Code, and is subject to disposal pursuant to 5.08 of the South Gate Municipal Code, if the Cart has been abandoned or discarded, as described in Sections 5.08.010 or 5.08.020 of the South Gate Municipal Code.
  4. In order to protect the safety, health and welfare of the public, and in order to avoid any collisions in the ingress and egress into any public park, no person shall sell, expose for sale or offer to sell any goods, wares or merchandise of any kind in or along any public street, lane, or thoroughfare adjoining or approaching any public park within the City within two hundred feet of said park,

**G. Monitoring and Compliance.**

1. A Vendor, Licensee, or Operator issued a Citation shall be subject to the following fines:
  - (a) Vending without a valid Permit or License:
    - (1) An administrative fine of \$250 for a first violation;
    - (2) An administrative fine of \$500 for a second violation;
    - (3) An administrative fine of \$1,000 for a third violation; and
    - (4) An administrative fine of \$1,000 for a fourth and each subsequent violation and confiscation of the Cart, Food and Merchandise.



- (5) The administrative fines listed in this paragraph may be reduced from \$250 to \$100, \$500 to \$150 and \$1000 to \$200 upon submission of proof of Permit or License to the City Attorney.
  - (b) Vending which violates a requirement in this section, other than failure to possess a valid Permit or License:
    - (1) An administrative fine of \$100 for a first violation;
    - (2) An administrative fine of \$200 for a second violation;
    - (3) An administrative fine of \$500 for a third violation; and
    - (4) An administration fine of \$500 for a fourth and each subsequent violation and revocation or suspension of Permit or License and/or confiscation of Cart, Food and Merchandise.
  - (c) Unless otherwise specified herein, all Citations issued for violations of this section shall be subject to the provisions set forth in Chapter 1.59 of the South Gate Municipal Code, including, but not limited to, the administrative hearing and appeal process and the City's authority to use any civil remedy available to collect any unpaid administrative fine, except that Section 1.59.100 shall not apply..
2. The City may revoke or suspend a Permit or License or order the confiscation of a Cart, Food and Merchandise.
  3. Revocation of License or Permit:
    - (a) Revocation or suspension proceedings shall be conducted pursuant to the requirements in the Rules and Regulations.
    - (b) Prior to revocation or suspension, the City shall afford the Vendor or Cart owner a due process hearing.
    - (c) A Vendor whose License or Permit is revoked may not renew their License or Permit for one year.
  4. Confiscation of Cart and/or Food and Merchandise:
    - (a) Confiscation proceedings shall be conducted pursuant to the requirements in the Rules and Regulations.

- (b) Prior to confiscation, the City shall afford the Vendor or Cart owner a due process hearing, except where the health and safety of the general population are at risk or the Vendor is arrested.
- (c) A Vendor whose License or Permit is revoked may not renew their License or Permit for one year.

**H. Vending in City Parks.**

Subject to the licensing requirements of this Section 2.10.970.E, vending of food or merchandise in a City Park is permitted, except that no vending of food or merchandise by either Mobile or Stationary Vendors shall be allowed in any City Park owned and operated by the City where the City has signed an agreement for concessions that exclusively permits the sale of food or merchandise by the concessionaire. The City may adopt additional requirements regulating the time, place, and manner of sidewalk vending in a park owned or operated by the City if it finds that vending in City parks negatively affects to health, safety, or welfare concerns; is necessary to ensure the public's use and enjoyment of natural resources and recreational opportunities; or finds it necessary to prevent an undue concentration of commercial activity that unreasonably interferes with the scenic and natural character of the park. In any event, vending in City Parks shall not be permitted during any time in which the City Park is closed to the public.

1. For safety reasons to prevent fires, burns or other injuries, vending Food within City parks shall be prohibited as follows:
  - a. Within 100 feet of any concession area; and
  - b. Vending of Food shall be restricted to areas within the park that are designated for cooking or barbequing;
2. In order to ensure the public's use and enjoyment of natural resources and recreational opportunities, vending within City parks shall be prohibited as follows:
  - a. Within 100 feet of any concession area;
  - b. Within 100 feet of a playground; and
  - c. Within 100 feet of any spectator seating or viewing area of any sports or recreational activity.

**I. Vending Within the Immediate Vicinity of a Permitted Certified Farmer's Market or Permitted Swap Meet.**

No vending of food or merchandise is permitted within 500 feet of a permitted certified farmer's market or a permitted swap meet during the limited operating hours of that certified farmer's market or swap meet. A "certified farmer's market" means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter. A "swap meet" means a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.

**J. Severability.**

If any subsection, subdivision, clause, sentence, phrase or portion of this section is held unconstitutional or invalid or unenforceable by any court or tribunal of competent jurisdiction, the remaining subsections, subdivisions, clauses, sentences, phrases or portions of this section shall remain in full force and effect, and to this end the provisions of this section are severable.

**SECTION 2.** Section 2.08.460 (Not Applicable to First Amendment Activities), is hereby added to Chapter 2.08 (Business License Tax), of Title 2 (Licenses – Business Regulations), of the South Gate Municipal Code to read as follows:

Section 2.08.460 Not Applicable to First Amendment Activities.

No license or permit as specified in Title 2 of this Code is required for any Vendor engaged in traditional expressive speech, performing or petitioning activities.

**SECTION 3.** Section 2.10.980 (Severability), is hereby added to Chapter 2.10 (Business Regulation), of Title 2 (Licenses – Business Regulations), of the South Gate Municipal Code to read as follows.

Section 2.10.980 Severability.

If any section, subsection, sentence, clause, phrase or portion of this chapter is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this chapter. The city council declares that it would have adopted this chapter and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases or portions be declared invalid or unconstitutional.

**SECTION 4.** Subsection A. of Section 2.44.040 (Vending Restrictions), of Chapter 2.44 (Sales From Motorized Vehicles Restricted), of Title 2 (Licenses – Business Regulations), of the South Gate Municipal Code is hereby amended in its entirety to read as follows:

A. No person shall engage in vending from a motorized vehicle at any one location for a period of time exceeding thirty minutes and, regardless of the length of time that vending occurred at such location, shall not vend again for a period of four hours within five hundred feet of such location. The restrictions on vending contained herein shall apply to vending on private property, as well as vending on the public streets, but shall not apply to mobile or stationary vending as described in Section 2.10.970 of the South Gate Municipal Code.

**SECTION 5.** Subsection A. of Section 2.44.040 (Vending Restrictions), of Chapter 2.44 (Sales From Motorized Vehicles Restricted), of Title 2 (Licenses – Business Regulations), of Title 2 (Licenses – Business Regulations), of the South Gate Municipal Code is hereby amended to read as follows:

Z. Mobile and Stationary Vending as described in Section 2.10.970.

**SECTION 6.** Subsection AA. of Section 2.08.410 (Payment of Business License Taxes and Gross Receipts Tax – Fiscal Year), of Chapter 2.08 (Business License Tax), of Title 2 (Licenses – Business Regulations), of the South Gate Municipal Code is hereby added to read as follows:

AA. Other business (not elsewhere classified).

**SECTION 7.** Section 7.49.110 (Sale of Merchandise), of Chapter 7.49 (Park), of Title 7 (Public Safety and Morals), of the South Gate Municipal Code is hereby amended in its entirety to read as follows:

Subject to the licensing requirements of this Section 2.10.970.E and restrictions in 2.10.970.I, vending of food or merchandise in a City Park is permitted, except that no vending of food or merchandise by Stationary Vendors shall be allowed in any City Park owned and operated by the City where the City has signed an agreement for concessions that exclusively permits the sale of food or merchandise by the concessionaire. Within the limits of any municipal park, it is unlawful for any person to raffle any merchandise, article, or thing whatsoever, without special written permit from the parks and recreation department.

**SECTION 8.** Section 7.49.130 (Conducting Business or Circulating Petition), of Chapter 7.49 (Park), of Title 7 (Public Safety and Morals), of the South Gate Municipal Code is hereby amended in its entirety to read as follows:

Unless expressly permitted pursuant to Section 2.10.970 of the South Gate Municipal Code, permitted under contract with the City of South Gate, or approved by the City Council, it is unlawful for any person to practice, carry on, conduct, or solicit for any trade, occupation, business or profession within the limits of any municipal park.

**SECTION 9.** Section 7.49.132 (Peddling Near Parks), of Chapter 7.49 (Parks), of Title 7 (Public Safety and Morals), of the South Gate Municipal Code is hereby amended in its entirety to read as follows:

In order to provide for the health, safety and welfare of park visitors and subject to the provisions of Sections 2.10.970.F and 2.10.970.G of the South Gate Municipal Code, no person shall sell, expose for sale or offer to sell any goods, wares or merchandise of any kind in or along any public street, lane, or thoroughfare adjoining or approaching any public park within the City within two hundred feet of said park.

**SECTION 10.** The project is exempt from CEQA as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Section 15061 (b) (3) of the CEQA Regulations (14 CCR § 15061).

**SECTION 11.** This Ordinance shall take effect and be enforced on the thirty-first (31<sup>st</sup>) day after its adoption.

**SECTION 12.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

**PASSED, APPROVED and ADOPTED** this 11<sup>th</sup> day of **December 2018**.

**CITY OF SOUTH GATE:**

\_\_\_\_\_  
María Belén Bernal, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**Senate Bill No. 946**

**CHAPTER 459**

An act to add Chapter 6.2 (commencing with Section 51036) to Part 1 of Division 1 of Title 5 of the Government Code, relating to sidewalk vendors.

[Approved by Governor September 17, 2018. Filed with Secretary of State September 17, 2018.]

**LEGISLATIVE COUNSEL'S DIGEST**

SB 946, Lara. Sidewalk vendors.

Existing law authorizes a local authority, by ordinance or resolution, to adopt requirements for the public safety regulating any type of vending and the time, place, and manner of vending from a vehicle upon a street.

This bill would prohibit a local authority, as defined, from regulating sidewalk vendors, except in accordance with the provisions of the bill. The bill would provide that a local authority is not required to adopt a new program to regulate sidewalk vendors if the local authority has established an existing program that substantially complies with the provisions of the bill. The bill would apply these provisions to a chartered or general law city, county, or city and county.

The bill would require a local authority that elects to adopt a sidewalk vending program to, among other things, not require a sidewalk vendor to operate within specific parts of the public right-of-way, except when that restriction is directly related to objective health, safety, or welfare concerns, and not restrict sidewalk vendors to operate only in a designated neighborhood or area, except as specified. The bill would authorize a local authority to, by ordinance or resolution, adopt additional requirements regulating the time, place, and manner of sidewalk vending, as specified, if the requirements are directly related to objective health, safety, or welfare concerns. The bill would also authorize a local authority to prohibit sidewalk vendors in areas located within the immediate vicinity of a permitted certified farmers' market and a permitted swap meet, as specified, and to restrict or prohibit sidewalk vendors within the immediate vicinity of an area designated for a temporary special permit issued by the local authority, as specified. A violation would be punishable only by an administrative fine, as specified, pursuant to an ability-to-pay determination, and proceeds would be deposited in the treasury of the local authority.

The bill would require the dismissal of any criminal prosecutions under any local ordinance or resolution regulating or prohibiting sidewalk vendors that have not reached final judgment. The bill would also authorize a person who is currently serving, or who completed, a sentence, or who is subject to a fine, for a conviction of a misdemeanor or infraction for sidewalk

vending, as specified, to petition for dismissal of the sentence, fine, or conviction.

Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

*The people of the State of California do enact as follows:*

SECTION 1. (a) The Legislature finds and declares all of the following:

(1) Sidewalk vending provides important entrepreneurship and economic development opportunities to low-income and immigrant communities.

(2) Sidewalk vending increases access to desired goods, such as culturally significant food and merchandise.

(3) Sidewalk vending contributes to a safe and dynamic public space.

(4) The safety and welfare of the general public is promoted by encouraging local authorities to support and properly regulate sidewalk vending.

(5) The safety and welfare of the general public is promoted by prohibiting criminal penalties for violations of sidewalk vending ordinances and regulations.

(6) This act applies to any city, county, or city and county, including a charter city. The criminalization of small business entrepreneurs, and the challenges that those entrepreneurs face as a result of a criminal record, are matters of statewide concern. Further, unnecessary barriers have been erected blocking aspiring entrepreneurs from accessing the formal economy, harming California's economy in the process, and disrupting the regulation of business, which is a matter of statewide concern. Moreover, California has an interest in the regulation of traffic, a matter of statewide concern, whether in ensuring the appropriate flow of traffic or in ensuring the safety of pedestrians on the road or the sidewalk.

(b) It is the intent of the Legislature to promote entrepreneurship and support immigrant and low-income communities.

SEC. 2. Chapter 6.2 (commencing with Section 51036) is added to Part 1 of Division 1 of Title 5 of the Government Code, to read:

#### CHAPTER 6.2. SIDEWALK VENDORS

51036. For purposes of this chapter, the following definitions apply:

(a) "Sidewalk vendor" means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path.

(b) "Roaming sidewalk vendor" means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

unless the restriction is directly related to objective health, safety, or welfare concerns.

(c) A local authority may, by ordinance or resolution, adopt additional requirements regulating the time, place, and manner of sidewalk vending if the requirements are directly related to objective health, safety, or welfare concerns, including, but not limited to, any of the following:

(1) Limitations on hours of operation that are not unduly restrictive. In nonresidential areas, any limitations on the hours of operation for sidewalk vending shall not be more restrictive than any limitations on hours of operation imposed on other businesses or uses on the same street.

(2) Requirements to maintain sanitary conditions.

(3) Requirements necessary to ensure compliance with the federal Americans with Disabilities Act of 1990 (Public Law 101-336) and other disability access standards.

(4) Requiring the sidewalk vendor to obtain from the local authority a permit for sidewalk vending or a valid business license, provided that the local authority issuing the permit or business license accepts a California driver's license or identification number, an individual taxpayer identification number, or a municipal identification number in lieu of a social security number if the local authority otherwise requires a social security number for the issuance of a permit or business license, and that the number collected shall not be available to the public for inspection, is confidential, and shall not be disclosed except as required to administer the permit or licensure program or comply with a state law or state or federal court order.

(5) Requiring the sidewalk vendor to possess a valid California Department of Tax and Fee Administration seller's permit.

(6) Requiring additional licenses from other state or local agencies to the extent required by law.

(7) Requiring compliance with other generally applicable laws.

(8) Requiring a sidewalk vendor to submit information on his or her operations, including, but not limited to, any of the following:

(A) The name and current mailing address of the sidewalk vendor.

(B) A description of the merchandise offered for sale or exchange.

(C) A certification by the vendor that to his or her knowledge and belief, the information contained on the form is true.

(D) The California seller's permit number (California Department of Tax and Fee Administration sales tax number), if any, of the sidewalk vendor.

(E) If the sidewalk vendor is an agent of an individual, company, partnership, or corporation, the name and business address of the principal.

(d) Notwithstanding subdivision (b), a local authority may do both of the following:

(1) Prohibit sidewalk vendors in areas located within the immediate vicinity of a permitted certified farmers' market or a permitted swap meet during the limited operating hours of that certified farmers' market or swap meet. A "certified farmers' market" means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the



Food and Agricultural Code and any regulations adopted pursuant to that chapter. A “swap meet” means a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.

(2) Restrict or prohibit sidewalk vendors within the immediate vicinity of an area designated for a temporary special permit issued by the local authority, provided that any notice, business interruption mitigation, or other rights provided to affected businesses or property owners under the local authority’s temporary special permit are also provided to any sidewalk vendors specifically permitted to operate in the area, if applicable. For purposes of this paragraph, a temporary special permit is a permit issued by the local authority for the temporary use of, or encroachment on, the sidewalk or other public area, including, but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, filming, parades, or outdoor concerts. A prohibition of sidewalk vendors pursuant to this paragraph shall only be effective for the limited duration of the temporary special permit.

(e) For purposes of this section, perceived community animus or economic competition does not constitute an objective health, safety, or welfare concern.

51039. (a) (1) A violation of a local authority’s sidewalk vending program that complies with Section 51038 is punishable only by the following:

(A) An administrative fine not exceeding one hundred dollars (\$100) for a first violation.

(B) An administrative fine not exceeding two hundred dollars (\$200) for a second violation within one year of the first violation.

(C) An administrative fine not exceeding five hundred dollars (\$500) for each additional violation within one year of the first violation.

(2) A local authority may rescind a permit issued to a sidewalk vendor for the term of that permit upon the fourth violation or subsequent violations.

(3) (A) If a local authority requires a sidewalk vendor to obtain a sidewalk vending permit from the local authority, vending without a sidewalk vending permit may be punishable by the following in lieu of the administrative fines set forth in paragraph (1):

(i) An administrative fine not exceeding two hundred fifty dollars (\$250) for a first violation.

(ii) An administrative fine not exceeding five hundred dollars (\$500) for a second violation within one year of the first violation.

(iii) An administrative fine not exceeding one thousand dollars (\$1,000) for each additional violation within one year of the first violation.

(B) Upon proof of a valid permit issued by the local authority, the administrative fines set forth in this paragraph shall be reduced to the administrative fines set forth in paragraph (1), respectively.

(b) The proceeds of an administrative fine assessed pursuant to subdivision (a) shall be deposited in the treasury of the local authority.

(c) Failure to pay an administrative fine pursuant to subdivision (a) shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized in subdivision (a) shall not be assessed.

(d) (1) A violation of a local authority's sidewalk vending program that complies with Section 51038, or a violation of any rules or regulations adopted prior to January 1, 2019, that regulate or prohibit sidewalk vendors in the jurisdiction of a local authority, shall not be punishable as an infraction or misdemeanor, and the person alleged to have violated any of those provisions shall not be subject to arrest except when permitted under law.

(2) Notwithstanding any other law, paragraph (1) shall apply to all pending criminal prosecutions under any local ordinance or resolution regulating or prohibiting sidewalk vendors. Any of those criminal prosecutions that have not reached final judgment shall be dismissed.

(e) A local authority that has not adopted rules or regulations by ordinance or resolution that comply with Section 51037 shall not cite, fine, or prosecute a sidewalk vendor for a violation of any rule or regulation that is inconsistent with the standards described in subdivision (b) Section 51038.

(f) (1) When assessing an administrative fine pursuant to subdivision (a), the adjudicator shall take into consideration the person's ability to pay the fine. The local authority shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

(2) If the person meets the criteria described in subdivision (a) or (b) of Section 68632, the local authority shall accept, in full satisfaction, 20 percent of the administrative fine imposed pursuant to subdivision (a).

(3) The local authority may allow the person to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition.

(g) (1) A person who is currently serving, or who completed, a sentence, or who is subject to a fine, for a conviction of a misdemeanor or infraction for sidewalk vending, whether by trial or by open or negotiated plea, who would not have been guilty of that offense under the act that added this section had that act been in effect at the time of the offense, may petition for dismissal of the sentence, fine, or conviction before the trial court that entered the judgment of conviction in his or her case.

(2) Upon receiving a petition under paragraph (1), the court shall presume the petitioner satisfies the criteria in paragraph (1) unless the party opposing the petition proves by clear and convincing evidence that the petitioner does not satisfy the criteria. If the petitioner satisfies the criteria in paragraph (1), the court shall grant the petition to dismiss the sentence or fine, if applicable, and dismiss and seal the conviction, because the sentence, fine, and conviction are legally invalid.

(3) Unless requested by the petitioner, no hearing is necessary to grant or deny a petition filed under paragraph (1).

(4) If the court that originally sentenced or imposed a fine on the petitioner is not available, the presiding judge shall designate another judge to rule on the petition.

(5) Nothing in this subdivision is intended to diminish or abrogate any rights or remedies otherwise available to the petitioner.

(6) Nothing in this subdivision or related provisions is intended to diminish or abrogate the finality of judgments in any case not falling within the purview of this chapter.

SEC. 3. The Legislature finds and declares that Section 2 of this act, which adds Section 51038 to the Government Code, imposes a limitation on the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

The Legislature finds and declares that in order to protect the privacy of a sidewalk vendor with regard to his or her California driver's license or identification number, individual taxpayer identification number, or municipal identification number, when that number is collected in lieu of a social security number for purposes of the issuance of a permit or business license, it is necessary that the sidewalk vendor's number be confidential, except as provided in this act.

RECEIVED

City of South Gate

Item No. 8

DEC 4 2018

CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

AGENDA BILL

5:45pm

For the Regular Meeting of: December 11, 2018

Originating Department: Public Works

Department Director:

  
Arturo Cervantes

City Manager:

  
Michael Flad

**SUBJECT: RESOLUTION DECLARING SUPPORT FOR AN ENERGY PARTNERSHIP WITH SOUTHERN CALIFORNIA EDISON AND THE SOUTHERN CALIFORNIA GAS COMPANY TO BE KNOWN AS "ENERGY PARTNERSHIP"**

**PURPOSE:** The City has participated in the Gateway Cities Energy Leader Partnership Program since 2010. Under a new name and structure, the "Energy Partnership" offers the City monetary and other incentives for implementing energy efficiency projects. The proposed Resolution qualifies the City to participate in the partnership for the next five years, from December 11, 2018 through December 11, 2023.

**RECOMMENDED ACTION:** Adopt Resolution declaring support for, and authorizing participation in, an energy partnership with Southern California Edison and the Southern California Gas Company, to be known as "Energy Partnership" to qualify the City for monetary and other incentives, from December 11, 2018 through December 11, 2023.

**FISCAL IMPACT:** No fiscal impact. Participation in the Energy Partnership qualifies the City to apply for grants and other incentives for implementing energy efficient projects.

**ANALYSIS:** The Energy Partnership represents a collaborative approach between local agencies and utility companies to implement energy efficiency projects to address the issues of greenhouse gases and sustainability. Energy efficiency programs enhance the environment by improving air quality, reducing greenhouse gases and other pollution, and conserving natural resources.

Under the program, Southern California Edison (SCE) and Southern California Gas (SCG) offer incentives to participating agencies. More specifically, they provide access to grant funding from the California Energy Commission which is only available to agencies that participate. They also provide technical assistance, strategic planning support for energy efficiency and sustainability, and marketing/outreach materials for the community

**BACKGROUND:** The Gateway region is a booming economy in southeast Los Angeles. This region encompasses some of the densest cities in America. The demand for electricity and natural gas has grown, and it is expected to continue to grow as major projects are developed, such as the West Santa Ana Branch and Los Angeles River Revitalization. Residents and businesses spend significant amounts for energy, thus, it makes economic sense and good public policy to encourage energy efficiency in the City while implementing public projects with energy efficiency goals.

The Energy Partnership is a collaboration between the City, SCE, and SCG to provide resources to promote energy efficiency, as well as regional sustainability goals. The Energy Partnership supports "energy efficiency" initiatives, policies, and construction standards to ensure that our communities

follow and encourage sustainable practices. Since its formation in 2010, a total of seven agencies have joined the partnership.

The City has implemented energy efficiency projects under the purview of the Energy Partnership. As such, the City has received approximately \$93,000 in incentives. Operational costs have been reduced by approximately \$360,000 annually.

The Local Government Energy Partnership Program is a mandate from the California Public Utilities Commission (CPUC) and administered by local utility companies. The CPUC requires the collection of public goods funds to be used to increase energy efficiency within their territories and offers a tiered incentive structure through achievement of four separate levels of participation: "Valued Partner," "Silver," "Gold," and "Platinum." Currently, the City holds a "Gold" level status and receives benefits and incentives from projects that are implemented. To obtain the "Gold" status, the City implemented energy efficiency projects saving 1.8 million Kilowatt hours since joining the partnership. In addition, the City holds a "Platinum" level Beacon Program award in Sustainability Best Practices from projects that are implemented. For more than ten years, the Beacon Program has encouraged, supported and recognized voluntary action by local governments throughout California to address climate change, promote energy innovation and create more sustainable communities.

Attachment "B" identifies a list of accomplishments and projected accomplishments that are under the umbrella of the Energy Partnership.

- ATTACHMENTS:**
- A. Proposed Resolution
  - B. List of Accomplishments and Projected Accomplishments

KT:lc

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

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SOUTH GATE, CALIFORNIA, DECLARING SUPPORT  
FOR, AND AUTHORIZING PARTICIPATION IN AN  
ENERGY PARTNERSHIP WITH SOUTHERN  
CALIFORNIA EDISON AND THE SOUTHERN  
CALIFORNIA GAS COMPANY, TO BE KNOWN AS  
“ENERGY PARTNERSHIP,” TO QUALIFY THE CITY FOR  
MONETARY AND OTHER INCENTIVES THROUGH  
DECEMBER 11, 2023**

**WHEREAS**, the Energy Partnership brings together the City of South Gate (hereinafter "City"), Southern California Edison (hereinafter "SCE"), Southern California Gas (herein after "SCG") and the Energy Partnership member agencies, hereinafter referred to collectively as the ("Parties"), in a cooperative program to promote energy efficiency, regional sustainability goals, and collaboration; and

**WHEREAS**, the Energy Partnership supports "energy efficiency" initiatives, policies, and construction standards to ensure that our communities follow and encourage sustainable practices; and

**WHEREAS**, the City has been participating in a partnership since 2010 with SCG and SCE to successfully implement energy efficiency programs and achieve energy savings for the communities involved therein; and

**WHEREAS**, local demand for electricity has grown, and that trend is expected to continue into the future as the City supports a growing population and economy; and

**WHEREAS**, residents and businesses spend significant amounts of energy, good economic and public policy encourages the promotion of energy efficiency and related programs in the City; and

**WHEREAS**, energy efficiency programs enhance our environment by improving air quality, reducing greenhouse gases and other pollution, while also conserving natural resources; and

**WHEREAS**, community investment that encourages innovation in the way we behave, build, and incorporate energy into our business sector and our own personal consumption is concomitant with this purpose; and

**WHEREAS**, it is in the City's best interest to join a growing movement within California communities and businesses to improve everyday practices to create more sustainable and "greener" cities; and

**WHEREAS**, the communities which comprise the Energy Partnership seek to promote innovative methods and state-of-the-art technologies used in the design and construction of new residential and commercial buildings and infrastructure within the region, to bring energy and natural resource consumption in line with our sustainability goals;

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

**SECTION 1.** The City Council hereby supports a commitment to sustainable practices through energy efficiency, and will provide leadership and guidance in promoting, facilitating, and instituting such practices in the region.

**SECTION 2.** The City Council hereby supports and endorses the Energy Partnership (a SCE & SCG Local Government Partnership) as an effective method to help meet long-term regional economic and environmental goals.

**SECTION 3.** The City, in partnership with the SCE and SCG, will identify and support the implementation of programs and projects that are aligned to meet the City's and the greater community's energy efficiency and sustainability goals.

[Remainder of page left blank intentionally]

**SECTION 4.** The City Council hereby authorizes participation in the Energy Partnership for the next five years, from December 11, 2018 through December 11, 2023.

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

**PASSED, APPROVED and ADOPTED** this 11<sup>th</sup> day of December 2018.

**CITY OF SOUTH GATE:**

\_\_\_\_\_  
María Belén Bernal, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

**DRAFT**  
\_\_\_\_\_  
Ricardo A. Olivarez, Special Counsel



## ATTACHMENT B

### SOUTHERN CALIFORNIA EDISON RELATED PROJECTS FOR THE GATEWAY CITIES ENERGY LEADER PARTNERSHIP PROGRAM

The Energy Leader Partnership Program (Partnership) will continue to implement cost effective projects. The majority of the program, as in the past, will be resource driven and will provide immediate energy savings upon implementation. These resource programs include retrofits, new technology applications, retro commissioning, integration with new construction, and potential demand response. The Partnership will look to identify savings, incentives, and funding opportunities within the City. The Partnership will also play a key role in getting information out to constituents and providing support for the City.

#### **List of Accomplishments:**

1. The City received the Beacon Award in 2015 and more recently in 2017. South Gate was the first city in Southern California to win the Beacon Award. Currently, the City holds a "Platinum" level platform and receives benefits and incentives from the projects that are implemented;
2. The City has received approximately \$945,875 in On-bill Financing (OBF) and \$93,000 in monetary incentives through the Partnership Program;
3. The City has reduced energy costs by approximately \$360,000 annually through energy efficiency projects it has previously implemented;
4. To create a more energy efficient community, the City replaced 45 percent of the street lights with LED lighting and upgraded the lighting in its facilities. The city also adopted a water conservation policy which led to a 17% drop in water consumption this year when compared to June of 2013;
5. The partnership participated in Azalea 50<sup>th</sup> Celebration and Earth Day events.

#### **The projected accomplishments will include:**

1. Achieve immediate, cost-effective energy and peak demand savings;
2. Continue the success of the 2018-2019 program and identify new projects that may qualify for incentives;
3. Improve energy efficiency in operations and maintenance practices;
4. Train energy managers who are dedicated to promoting energy efficiency;
5. Improve communication and collaboration amongst the partners to delivery energy efficiency programs;
6. Effectively disseminate information to increase awareness and acceptance of energy efficiency practices;
7. Create an infrastructure for the permanent adoption of processes, including purchasing practices, that will include specific requirements for purchase of higher efficiency energy consuming equipment;
8. Renewable Energy and Low Carbon Fuels
  - Included an objective to potentially finance and support on-site renewable energy installation in the green building program section of the Green City Element (GC 6, P.8).

- Installed four public electric vehicle (EV) charging stations at Azalea Regional shopping center, two public EV charging stations and one employee EV charging station at City Hall.

#### 9. Efficient Transportation

- Installed a Passive Diesel Particulate Filter (DPF) in 10 fleet trucks to reduce diesel emissions such as carbon monoxide, hydrocarbons, and particulate matter.
- Completed the Southern Avenue Bikeway project, which provides South Gate and surrounding cities a link to the Los Angeles River Bike Path, a section stretching over 2.25 miles. This project includes bike and pedestrian paths that interface with elements such as rest areas, exercise stations, demonstration landscapes, and basketball courts.
- Established a carpooling program to encourage staff to reduce their carbon footprint by providing incentives.

#### 10. Land Use and Community Design

- Implemented the Safe Routes to School Improvements Cycle 8 focusing on pedestrian and bikeway safety and accessibility, traffic signal upgrades, and street enhancement. This cycle aims to enhance the opportunities for walking and biking for South Gate residents. These improvements include:
  - Installing an overhead flashing beacon near schools
  - Installing pedestrian countdown signals at numerous locations near most schools
  - Adding a concrete Class 1 bike path and walkway along Southern Avenue
- Implemented the Safe Routes to School Improvements Cycle 9 focusing in implementing safety features and access to recreational opportunities for students and residents. These improvements include:
  - Adding bike lands on Southern Avenue to the south City limits.
  - Pavement rehabilitation on Alexander Avenue.
  - Installing medians along Southern Avenue
- Incorporated Caltrans Complete Street components to the Firestone Boulevard Regional Corridor Enhancement project and in the Safe Routes to School Improvements Cycle 9 project.

#### 11. Open Space and Offsetting Carbon Emissions

- Reopened the State Street Park, a four block park space, with the addition of bike lanes, walking paths, fitness equipment, playground areas, basketball courts and picnic areas to promote recreational opportunities and public health benefits.
- Planted over 700 succulent/ drought tolerant plants and native vegetation in the raised medians for the Firestone Boulevard Regional Corridor Capacity Enhancement. This improvement includes various tree planting sites.

#### 12. Community and Individual Action

- Informs residents about water conservation schedule and restrictions, water conservation tips (outdoor and indoor), drought tolerant landscaping, and rebates available in the city's website through the South Gate Water Conservation program.
- Provides information about financial benefits of actions that reduce greenhouse gas emissions such as the Southern California Edison Clean Fuel Rewards Program.

- Collaborated with CalRecycle to place stickers on residential bins informing residents of proper recycling items and bulky items resources. This provides visual examples of items and contact information to schedule bulky item pick-up.
- Carried out a Green Waste Pilot program at several locations in collaboration with Waste Management to help determine potential green waste diversion and measure effectiveness based on participation rate, feedback from residents, and waste contamination levels.
- The city is a member of Los Angeles Regional Agency (LARA) which provides reusable bags, reusable water bottles, and items made out of recycled material at city events.

**RECEIVED**

**Item No. 9**

DEC 5 2018

**City of South Gate**

**CITY COUNCIL**


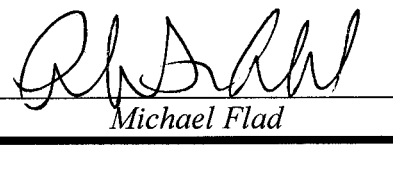
**CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER**

3:40pm

**AGENDA BILL**

For the Regular Meeting of: **December 11, 2018**

Originating Department: **Parks & Recreation**

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

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**SUBJECT: RESOLUTION DEDICATING A BENCH IN THE MASCARO ROSE GARDEN AT SOUTH GATE PARK TO ELLEN MASCARO**

**PURPOSE:** To recognize lifetime resident Ellen Mascaro, former business owner and active community member in South Gate, by dedicating a bench in her honor within the Mascaro Rose Garden at South Gate Park.

**RECOMMENDED ACTIONS:**

- a. Adopt Resolution dedicating an existing bench in the Mascaro Rose Garden at South Gate Park to Ellen Mascaro;
- b. Accept a donation of up to \$1,000 from Ellen’s family to be deposited into Account Number 100-4904 (General Fund-Donations); and
- c. Appropriate the amount donated to Account Number 100-401-61-6202 (General Fund-Parks & Recreation-Special Department Supplies) to cover the costs of purchasing and installing a dedication plaque.

**FISCAL IMPACT:** No fiscal impact. Ellen Mascaro’s family generously offered to donate up to \$1,000 to cover the costs of purchasing and installing the dedication plaque. The funds received will be deposited into Account Number 100-4904 and will be appropriated to Account Number 100-401-61-6202.

**ALIGNMENT WITH COUNCIL GOALS:** None.

**ANALYSIS:** None.

**BACKGROUND:** Ellen Lena Mascaro was born in South Gate on August 12, 1927, to Giovanni (John) Mascaro and Nicolina (Lena) Kosec, who were Italian Immigrants. John Mascaro worked for many years as one of the first Gardeners at South Gate Park, eventually becoming Foreman, and, as part of his love of the park, created the Rose Garden by the Municipal Auditorium. In 1959, upon John’s passing, the Rose Garden at South Gate Park was dedicated to John Mascaro.

Ellen Mascaro lived her entire life in South Gate. She contributed to the community as a business owner, owning and operating the Merle Norman Cosmetics Store on Tweedy Boulevard, and as

a volunteer through many organizations including the Tweedy Mile Association and Friends of South Gate Museum as well as volunteering and being a sponsor of many community events such as the Azalea Festival and Miss South Gate Pageant.

Ellen regularly enjoyed visiting and spending time in the Mascaro Rose Garden, remembering her days with her father at the Park as well as with her mother who owned and operated Lena's Flowers on Tweedy Boulevard during the 1930's. Ellen passed away peacefully on October 5, 2018, at the age of 91, to be mourned, remembered and loved by many in the South Gate community.

Ellen's family, represented by her niece, Claudia Walsworth, requested that a bench in the Mascaro Rose Garden be dedicated in memory of her aunt, Ellen Mascaro, and offered to donate an amount equal to the cost of purchase and installation of a marker for said bench. Staff supports this request and believes that this will be an appropriate addition.

**ATTACHMENT:** Proposed Resolution

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

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,  
CALIFORNIA, DEDICATING AN EXISTING BENCH IN THE MASCARO  
ROSE GARDEN AT SOUTH GATE PARK TO ELLEN MASCARO**

**WHEREAS**, Ellen Lena Mascaro was born in South Gate on August 12, 1927, to Giovanni (John) Mascaro and Nicolina (Lena) Kosec, who were Italian Immigrants; and

**WHEREAS**, John Mascaro worked for many years as one of the first Gardeners at South Gate Park, eventually becoming Foreman, and, as part of his love of the park, created the Rose Garden by the Municipal Auditorium and, in 1959, upon John's passing, the Rose Garden was dedicated to John Mascaro; and

**WHEREAS**, Ellen Mascaro lived her entire life in South Gate, contributing to the community as a business owner, owning and operating the Merle Norman Cosmetics Store on Tweedy Boulevard, and as a volunteer through many organizations including Tweedy Mile Association and Friends of South Gate Museum, as well as volunteering and being a sponsor of many community events such as the Azalea Festival and Miss South Gate Pageant; and

**WHEREAS**, Ellen regularly enjoyed visiting and spending time in the Mascaro Rose Garden, remembering her days with her father at the Park as well as with her mother who owned and operated Lena's Flowers on Tweedy Boulevard during the 1930's; and

**WHEREAS**, Ellen passed away peacefully on October 5, 2018, at the age of 91, to be mourned, remembered and loved by many in the South Gate community; and

**WHEREAS**, Ellen's family, represented by her niece, Claudia Walsworth, requested that a bench in the Mascaro Rose Garden be dedicated in memory of her aunt, Ellen Mascaro, and offered to donate up to \$1,000 for the cost of purchase and installation of an appropriate marker for said bench;

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

**SECTION 1.** \_\_\_\_\_ The City Council hereby dedicates an existing bench in the Mascaro Rose Garden in South Gate Park in remembrance of Ellen Mascaro's love and dedication to South Gate, to her parents, and to the rose garden.

**SECTION 2.** The bench shall be selected from one of the existing benches within the limits of the Mascaro Rose Garden by concurrence of staff and the family. Said dedication shall bestow no additional rights of use or ownership to the family including any rights to exclusive use. The City reserves the right to alter the location or placement of the bench and associated plaque, to alter or modify the landscaping in and around the bench, and in its sole discretion to eliminate the bench and plaque at such time as one or both are no longer consistent with the appearance or use of the area, or are no longer able to be properly maintained. Nothing in this Resolution shall require the City to repair or replace the bench or plaque in the event that either is stolen or vandalized.

**SECTION 3.** The City Council accepts a donation in the amount of the total cost to purchase and install an appropriate marker designating the bench, not to exceed \$1,000. The marker, which shall be exclusively owned and controlled by the City, shall be designed with concurrence of staff and the family and shall, to the greatest extent possible, mirror the size and style of the existing marker designating the rose garden as the Mascaro Rose Garden.

**SECTION 4.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

**PASSED, APPROVED and ADOPTED this 11<sup>th</sup> day of December 2018.**

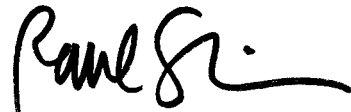
**CITY OF SOUTH GATE:**

\_\_\_\_\_  
María Belén Bernal, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**RECEIVED**

DEC 5 2018

*City of South Gate*

**Item No. 10**

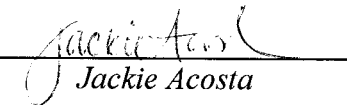
**CITY COUNCIL**

**CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER**

**AGENDA BILL**

For the Regular Meeting of: **December 11, 2018**  
Originating Department: **Administrative Services**

**Department Director:**

  
Jackie Acosta

**City Manager:**

  
Michael Flad

---

**SUBJECT: RESOLUTION AMENDING THE HOURLY PAY TABLE TO CONFORM TO THE MINIMUM WAGE LAW EFFECTIVE JANUARY 1, 2019**

**PURPOSE:** To update the Hourly Pay Table to comply with State Law.

**RECOMMENDED ACTION:** Adopt Resolution amending the Hourly Pay Table to conform to the minimum wage law effective January 1, 2019.

**FISCAL IMPACT:** The fiscal impact of the new hourly rates for the three position affected by the minimum wage is estimated to be approximately \$6,361 for the six month period of January 1, 2019 through June 30, 2019, and was included in the FY 2018/19 adopted budget.

**ANALYSIS:** None

**BACKGROUND:** On April 4, 2016, California Governor Jerry Brown signed Senate Bill No. 3, which increases California's minimum wage each year so that it will reach \$15.00 per hour in 2022 (unless the increases are temporarily delayed at any point due to certain economic conditions).

Currently, California's minimum wage is \$11.00 per hour. The law will increase this amount as follows for employers who employ 26 or more employees:

- On January 1, 2019, to \$12.00 per hour
- On January 1, 2020, to \$13.00 per hour
- On January 1, 2021, to \$14.00 per hour
- On January 1, 2022, to \$15.00 per hour

On January 1, 2019, the new California minimum wage will be \$12.00 per hour, which is equivalent to a 9.09% increase. As a result of the minimum wage increase, three of the City's hourly pay ranges will fall below the new hourly minimum wage and must be increased to comply with state law.

**ATTACHMENT:** Proposed Resolution (including new Hourly Pay Table)

---



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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE  
AMENDING THE HOURLY PAY TABLE TO CONFORM TO  
THE MINIMUM WAGE LAW EFFECTIVE JANUARY 1, 2019**

**WHEREAS**, on April 4, 2016, California Governor Jerry Brown signed Senate Bill No. 3, which increases California's minimum wage yearly so that it will reach \$15.00 per hour in 2022; and

**WHEREAS**, currently, California's minimum wage is \$11.00 per hour. State law will increase the minimum wage on January 1, 2019, to \$12.00 per hour; and

**WHEREAS**, as a result of the minimum wage increase, three of the City's hourly pay ranges will fall below the new hourly minimum wage and must be increased to comply with state law; and

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

**SECTION 1.** The City Council hereby approves and adopts the proposed Hourly Pay Table, attached hereto as Exhibit "A."

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

**PASSED, APPROVED and ADOPTED** this 11<sup>th</sup> of December 2018.

**CITY OF SOUTH GATE:**

\_\_\_\_\_  
María Belén Bernal, Mayor

**ATTEST:**

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

(SEAL)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*Raul F. Salinas* (RS)  
Raul F. Salinas, City Attorney

<b>Pay Plan Category L - Unclassified Hourly Employees (Flat Rated)</b>		
<b>Effective 12-23-2018</b>		
<b>Minimum Wage Increase</b>		
<b>Range</b>	<b>Hourly Rate</b>	<b>Hourly Position</b>
999	\$ 17.29	Administrative Aide
999	\$ 20.84	Business License Inspector
999	\$ 14.35	Clerical Assistant I
999	\$ 15.53	Clerical Assistant II
999	\$ 17.69	Clerical Assistant III
999	\$ 18.11	Community Development Intern
999	\$ 17.17	Computer Information Systems (CIS) Aide
999	\$ 18.16	Court Officer
999	\$ 18.11	Engineering Aide
999	\$ 26.85	Family Violence Prevention Specialist
999	\$ 12.00	Intern
999	\$ 15.53	Maintenance Helper
999	\$ 19.81	Maintenance Service Worker
999	\$ 15.53	Mechanic Helper
999	\$ 24.50	Outdoor Power Equipment Mechanic
999	\$ 19.17	Police Cadet
999	\$ 20.92	Police Custodian of Records
999	\$ 13.83	Police Vehicle Service Attendant
999	\$ 19.17	Program Assistant
999	\$ 16.06	Public Services Officer
999	\$ 13.77	Research Aide
998	\$ 12.00	Student Worker

Pay Plan Category L - Unclassified Hourly Employees (Flat Rated)						
Effective 12-23-2018						
Minimum Wage Increase						
<u>Range</u>	<u>Hourly Rate Equivalent</u>		<u>Full-Time Classification - Hourly Equivalent</u>			
			Municipal Employees' Association (MEA) Positions Hourly Equivalent to 6/24/18 MEA Step A Rate (Eff Council Action 12/12/17)			
999	\$	25.87	Code Enforcement Officer			
999	\$	21.85	Community Development Tech II			
999	\$	20.84	Community Services Officer			
999	\$	20.56	Customer Service Representative			
999	\$	24.40	Equipment Mechanic			
999	\$	25.62	Housing Specialist			
999	\$	20.56	Intermediate Account Clerk			
999	\$	19.47	Intermediate Typist Clerk/Office Assistant			
999	\$	22.98	Electrician I			
999	\$	25.78	Electrician II			
999	\$	19.53	Park Facilities Maintenance Worker			
999	\$	20.22	Police Records Specialist			
<u>Range</u>	<u>Hourly Rate</u>		<u>Sworn Hourly Position</u>			
999	\$	38.920	Police Officer <i>Hourly Equivalent to POA Step C Rate (Eff Council Action 09/26/06)</i>			
<u>Range</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Hourly Position</u>
997	\$ 12.000	\$ 12.600	\$ 13.230	\$ 13.892	\$ 14.586	Recreation Leader I (Rec Aide, Maint Aide I, Tutor Assistant)
996	\$ 11.921	\$ 12.517	\$ 13.143	\$ 13.800	\$ 14.490	Recreation Leader II (Rec Attendant, Maint Aide II, Tutor)
995	\$ 13.816	\$ 14.507	\$ 15.232	\$ 15.994	\$ 16.793	Recreation Leader III (Cashier, Golf Starter)
994	\$ 15.772	\$ 16.561	\$ 17.389	\$ 18.258	\$ 19.171	Recreation Leader IV (Recreation Leader, Sr. Golf Starter)
993	\$ 12.227	\$ 12.838	\$ 13.480	\$ 14.154	\$ 14.861	Lifeguard
995	\$ 13.816	\$ 14.507	\$ 15.232	\$ 15.994	\$ 16.793	Swim Instructor
992	\$ 15.772	\$ 16.561	\$ 17.389	\$ 18.258	\$ 19.171	Senior Lifeguard

**RECEIVED**

DEC 5 2018

**City of South Gate Item No. 11**

CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER  
11:05 am

**AGENDA BILL**

For the Regular Meeting of: December 11, 2018

Originating Department: Administrative Services

Department Director:

*Jackie Acosta*  
Jackie Acosta

City Manager:

*Michael Flad*  
Michael Flad

**SUBJECT: AMENDMENT NO. 2 TO AGREEMENT WITH MV CHENG & ASSOCIATES**

**PURPOSE:** To amend the professional services agreement with MV Cheng & Associates to extend as-needed accounting services through June 30, 2019, and increase the contract amount.

**RECOMMENDED ACTIONS:**

- a. Approve Amendment No. 2 to Contract No. 3307 with MV Cheng & Associates extending as-needed accounting services through June 30, 2019, and increase the contract amount by \$100,000; and
- b. Appropriate \$75,000 from the unassigned fund balance of the General Fund to account number 100-301-12-6101 (General Fund-Administrative Services-Professional Services) to fund the costs associated with the extension of this agreement; and
- c. Authorize the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

**FISCAL IMPACT:** The currently vacant full-time Senior Financial Analyst position was only budgeted for six months in FY 2018/19 because it was anticipated that the recruitment process would be completed by January 1<sup>st</sup>. However, the recruitment has been delayed and should commence in January, necessitating the extension of the agreement and an appropriation to cover costs beyond the remaining budgeted salary for the vacant position.

**ANALYSIS:** None

**BACKGROUND:** While the Senior Financial Analyst position remained unfilled, the City contracted with MV Cheng & Associates to provide a qualified person to assist with various budget and accounting duties from February 21, 2017 through December 31, 2018. As staff is refining the job specifications and preparing for the recruitment to fill the Senior Financial Analyst position, the contract is also approaching the end of its term. In order to ensure sufficient time for the recruitment process and the transition of work and training from the consultant to the new employee, staff is requesting that the City Council approve Amendment No. 2 to Contract No. 3307 to extend the term of the agreement from January 1, 2019 through June 30, 2019, and to increase the contract amount by \$75,000 to cover the extended term.

- ATTACHMENTS:**
- A. Proposed Amendment No. 2 to Contract No. 3307
  - B. Amendment No. 1 to Contract No. 3307
  - C. Contract No. 3307

**AMENDMENT NO. 2 TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
WITH MV CHENG & ASSOCIATES**

This Amendment No. 1 to the Agreement for professional services ("Agreement") is made and entered into by and between the City of South Gate (hereinafter referred to as "City"), and MV Cheng & Associates (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

**RECITALS**

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services to MV Cheng & Associates.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City previously, on February 21, 2017, entered into a professional services agreement with MV Cheng & Associates, in the amount of forty-nine thousand dollars (\$49,000.00), to perform various accounting services through and until February 21, 2018, and later extended the contract to continue through December 31, 2018, for an additional amount of one hundred eighty thousand dollars (\$180,000.00).

E. The City desires to again extend the professional services agreement to continue to contract with the Consultant to perform various accounting services through June 30, 2019, in the additional amount of one hundred thousand dollars (\$100,000.00).

NOW, THEREFORE, the City and Consultant agree as follows:

**1.0 SCOPE OF THE CONSULTANT'S SERVICES.** The Consultant agrees to provide the services and perform the tasks set forth in the Revised Proposal attached hereto as Exhibit A and made part of this Agreement. The Scope of Work may be amended from time to time by way of a written directive from the City.

**2.0 TERM OF AGREEMENT.** This Agreement, which became effective on February 21, 2017, will remain in effect through June 30, 2019, unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

**3.0 CITY AGENT.** For the purposes of this Agreement, Jackie Acosta, Director of Administrative Services, is the agent for the City. Whenever approval or authorization is required, Consultant understands that Ms. Acosta has the authority to provide that approval or authorization.

**4.0 COMPENSATION FOR SERVICES.** The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Consultant's fee and cost schedule included in the Revised Proposal. The cost of services shall not exceed, in total, three hundred twenty-nine thousand dollars (\$329,000.00). The hourly rate of \$70.00 per hour, which became effective on December 4, 2017, will remain the same through June 30, 2019. No additional compensation shall be paid for any other expenses incurred unless first approved by Ms. Acosta.

**4.1** The Consultant shall submit to the City a bill for services within 15 calendar days after the end of each month. The City shall pay the Consultant within forty-five (45) days of receipt of the invoice.

**4.2** No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

**5.0 CONFLICT OF INTEREST.** The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it.

**5.1** The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

**6.0 GENERAL TERMS AND CONDITIONS.**

**6.1 Termination.** Either the City Agent or Consultant may terminate this Agreement, without cause, by giving the other party ten (10) calendar days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City, which shall not be unreasonably determined.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the

right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to offset anticipated damages.

**6.2 Non-Assignability.** The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City. Notwithstanding, the City acknowledges that the proposal contemplates the use of one or more sub-consultants to the Consultant.

**6.3 Non-Discrimination.** The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

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

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

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

1) Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by the City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

**6.5 Indemnification.** Consultant agrees to indemnify, defend and hold harmless the City and/or any other City agency, for/from any and all claims or actions of any kind asserted against the City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of the City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of the Consultant.

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

**6.7 Independent Contractor.** This Agreement is by and between the City and the Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1. The Consultant 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 officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees or sub-consultants, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants, employees or sub-consultants are in any manner employees of the City, it being distinctly understood that each such individual is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

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

**6.9 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 the same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

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.

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

**6.11 Final Payment Acceptance Constitutes Release.** The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

**6.12 Corrections.** In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant 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 Consultant.

**6.13 Files.** All files of the Consultant pertaining to the City shall be and remain the property of the City. The City will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

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

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

**6.16 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.

**6.17 Attorney's Fees.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that party or those parties may be entitled.

**6.18 Entire Agreement.** This Agreement constitutes the whole Agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

**6.19 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:**

Jackie Acosta  
Director of Administrative Services  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280  
(323) 563-9524

**TO CONSULTANT:**

Misty Cheng  
MV Cheng & Associates  
2021 Oakdale Street  
Pasadena, CA 91107  
(925) 963-9996

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

**6.21 Consultation With Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

**6.22 Interpretation Against Drafting Party.** City and Consultant agree that they have cooperated in the review and drafting of this Agreement. Accordingly, in the event of any ambiguity, neither side may claim that the interpretation of the Agreement shall be construed against either party solely because that party drafted all or a portion of the Agreement, or the clause at issue.

This Agreement is executed this 11<sup>th</sup> day of December, 2018, at South Gate, California.

CITY OF SOUTH GATE:

\_\_\_\_\_  
María Belén Bernal, Mayor

ATTEST:

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

CONSULTANT:

\_\_\_\_\_  
Misty Cheng, CEO

APPROVED AS TO FORM:

**DRAFT**

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

**MVC**  
**MV CHENG & ASSOCIATES**  
*Municipal Value Consultants*

November 13, 2018

City of South Gate  
8650 California Ave.  
South Gate, CA 90280

Dear Ms. Acosta:

Please accept this letter as MV Cheng & Associates Inc.'s proposal to your request for a temporary Senior Accountant services for the City of South Gate.

My firm, MV Cheng & Associates Inc., operates as an incorporated business within the State of California, with my associates being sub-contractors of the firm. Having over 20 years of experience in municipal auditing, accounting, and finance in several cities, large and small, has allowed me to be able to lend my expertise as a finance director to cities in need of financial help. I have served as Director of Finance and Director of Finance and Administrative Services for several cities. Currently, I serve as the Contract Finance Director for the City of Adelanto. In addition to the cities I serve personally, my sub-contractors have worked in several cities on short and long term assignments ranging from Account Clerk, Accountant, Senior Accountant, and Accounting Manager as well as serving on a long term basis as contract staff. Myself, as well as all of my sub-contractors are former employees of municipal government agencies. We bring a wealth of knowledge and expertise to our city clients, with a level of professionalism and understanding of the culture of the political and city office environments.

With respect to the accounting services requested, I will be presenting 1 candidate. Below is a brief synopsis and the rate. Please refer to the resumes attached for more details.

- \$70 per hour-Senior Accountant-Jim Raia-17 years of municipal experience as a senior accountant and accountant. Available for full time hours and/or until the City can recruit and fill its Senior Financial Analyst position.

MV Cheng & Associates Inc., is a unique firm in that it employs predominantly only former city/special district employees to work as sub-contractors in various cities on either a temporary/interim basis to long term contract staff. We bring a wealth of municipal knowledge and expertise in financial accounting that only city employees possess, yet we are consultants that can fill a void or bring change and improvement to a city's finance department.

The goal of MV Cheng & Associates Inc. is not to make a huge profit, but to help cities with their needs in the finance department at competitive rates. Thus, **MV Cheng & Associates Inc.** are **Municipal Value Consultants!**

Thank you for taking the time to consider my proposal for accounting assistance for your City. Should you have any further questions, please do not hesitate to contact me at (925) 963-9996 or email me at: [mcheng@mvchengassociates.com](mailto:mcheng@mvchengassociates.com)

Sincerely,

Misty V. Cheng  
President & CEO

**AMENDMENT NO. 1 TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
WITH MV CHENG & ASSOCIATES**

This Amendment No. 1 to the Agreement for professional services ("Agreement") is made and entered into by and between the City of South Gate (hereinafter referred to as "City"), and MV Cheng & Associates (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

**RECITALS**

- A. The City does not have the personnel able and/or available to perform the services required under this Agreement.
- B. The City desires to contract out for consulting services to MV Cheng & Associates.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City previously, on February 21, 2017, entered into a professional services agreement with MV Cheng & Associates, in the amount of forty-nine thousand dollars (\$49,000.00), to perform various accounting services through and until February 21, 2018.
- E. The City desires to extend the current professional services agreement to continue to contract with the Consultant to perform various accounting services through December 31, 2018, in the additional amount of one hundred eighty thousand dollars (\$180,000.00).

NOW, THEREFORE, the City and Consultant agree as follows:

**1.0 SCOPE OF THE CONSULTANT'S SERVICES.** The Consultant agrees to provide the services and perform the tasks set forth in the Revised Proposal attached hereto as Exhibit A and made part of this Agreement. The Scope of Work may be amended from time to time by way of a written directive from the City.

**2.0 TERM OF AGREEMENT.** This Agreement will become effective on February 21, 2017, and will remain in effect through December 31, 2018 unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

**3.0 CITY AGENT.** For the purposes of this Agreement, Jackie Acosta, Director of Administrative Services, is the agent for the City. Whenever approval or authorization is required, Consultant understands that Ms. Acosta has the authority to provide that approval or authorization.

**4.0 COMPENSATION FOR SERVICES.** The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Consultant's fee and cost schedule included in the Revised Proposal. The cost of services shall not exceed, in total, two hundred twenty-nine thousand dollars (\$229,000.00). The new hourly rate of \$70.00 per hour will become effective on December 4, 2017. No additional compensation shall be paid for any other expenses incurred unless first approved by Ms. Acosta.

**4.1** The Consultant shall submit to the City a bill for services within 15 calendar days after the end of each month. The City shall pay the Consultant within forty-five (45) days of receipt of the invoice.

**4.2** No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

**5.0 CONFLICT OF INTEREST.** The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it.

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## **6.0 GENERAL TERMS AND CONDITIONS.**

**6.1 Termination.** Either the City Agent or Consultant may terminate this Agreement, without cause, by giving the other party ten (10) calendar days written notice of such termination and the effective date thereof.

**6.1.1** In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City, which shall not be unreasonably determined.

**6.1.2** If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the

right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to offset anticipated damages.

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**6.3 Non-Discrimination.** The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

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

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

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1) Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by the City.

2) Name and list as additional insured the City, its officers and employees.

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4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to the City of such cancellation or material change."



5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

**6.5 Indemnification.** Consultant agrees to indemnify, defend and hold harmless the City and/or any other City agency, for/from any and all claims or actions of any kind asserted against the City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of the City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of the Consultant.

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**6.7 Independent Contractor.** This Agreement is by and between the City and the Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

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

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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 the same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

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.

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

**6.11 Final Payment Acceptance Constitutes Release.** The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

**6.12 Corrections.** In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant 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 Consultant.

**6.13 Files.** All files of the Consultant pertaining to the City shall be and remain the property of the City. The City will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

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

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

**6.16 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.

**6.17 Attorney's Fees.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that party or those parties may be entitled.

**6.18 Entire Agreement.** This Agreement constitutes the whole Agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

**6.19 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:** Jackie Acosta  
Director of Administrative Services  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280  
(323) 563-9524

**TO CONSULTANT:** Misty Cheng  
MV Cheng & Associates  
2021 Oakdale Street  
Pasadena, CA 91107  
(925) 963-9996


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

**6.21 Consultation With Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

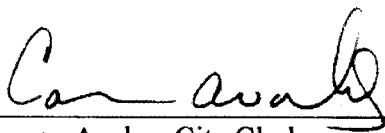
**6.22 Interpretation Against Drafting Party.** City and Consultant agree that they have cooperated in the review and drafting of this Agreement. Accordingly, in the event of any ambiguity, neither side may claim that the interpretation of the Agreement shall be construed against either party solely because that party drafted all or a portion of the Agreement, or the clause at issue.

This Agreement is executed this 28<sup>th</sup> day of November, 2017, at South Gate, California.

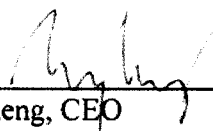
CITY OF SOUTH GATE:

  
\_\_\_\_\_  
Maria Davila, Mayor

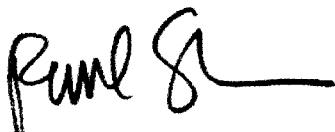
ATTEST:

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

CONSULTANT:

  
\_\_\_\_\_  
Misty Cheng, CEO

APPROVED AS TO FORM:

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

  
**MV CHENG & ASSOCIATES**  
*Municipal Value Consultants*

November 22, 2017

City of South Gate  
 8650 California Ave.  
 South Gate, CA 90280

Dear Ms. Acosta:

Please accept this letter as MV Cheng & Associates Inc.'s proposal to your request for a temporary Senior Accountant services for the City of South Gate.

My firm, MV Cheng & Associates Inc., operates as an incorporated business within the State of California, with my associates being sub-contractors of the firm. Having 20 years of experience in municipal auditing, accounting, and finance in several cities, large and small, has allowed me to be able to lend my expertise as a finance director to cities in need of financial help. I have served as Director of Finance and Director of Finance and Administrative Services for several cities. Currently, I serve as the Contract Finance Officer for the City of Rialto. In addition to the cities I serve personally, my sub-contractors have worked in several cities on short and long term assignments ranging from Account Clerk, Accountant, Senior Accountant, and Accounting Manager as well as serving on a long term basis as contract staff. Myself, as well as all of my sub-contractors are former employees of municipal government agencies. We bring a wealth of knowledge and expertise to our city clients, with a level of professionalism and understanding of the culture of the political and city office environments.

With respect to the accounting services requested, I will be presenting 1 candidate. Below is a brief synopsis and the rate. Please refer to the resumes attached for more details.

- \$70 per hour-Senior Accountant-Jim Raia-16 years of municipal experience as a senior accountant and accountant. Available for full time hours.

MV Cheng & Associates Inc., is a unique firm in that it employs predominantly only former city/special district employees to work as sub-contractors in various cities on either a temporary/interim basis to long term contract staff. We bring a wealth of municipal knowledge and expertise in financial accounting that only city employees possess, yet we are consultants that can fill a void or bring change and improvement to a city's finance department. Some of the sub-contractors are retired, some are in between full time positions. The goal of MV Cheng & Associates Inc. is not to make a huge profit, but to help cities with their needs in the finance department at competitive rates. Thus, **MV Cheng & Associates Inc. are Municipal Value Consultants!**

Thank you for taking the time to consider my proposal for accounting assistance for your City. Should you have any further questions, please do not hesitate to contact me at (925) 963-9996 or email me at: [mcheng@mvchengassociates.com](mailto:mcheng@mvchengassociates.com)

Sincerely,

Misty V. Cheng  
President & CEO

# Jim Raia

## Education

- B.A. Business Administration/Accounting**  
**California State University, Fullerton** May, 1998
- A.A. Accounting**  
**Goldenwest Community College** August, 1993

## Professional Experience

MV Cheng & Associates July 16-Present  
City of San Marino  
**Contract Accountant**  
Duties include preparing monthly Bank Reconciliations, Quarterly Interest Allocation, preparing and entering Journal Entries as needed, completing all Year-End closing duties.

City of Perris Sept 15-Sept 16  
**Management Analyst**  
Duties include providing support to management in the Public Works department. Develop spreadsheets to help analyze public works budget needs. Maintain Access Database to track all three City of Perris Maintenance District Funds (Lighting, Landscape and Flood Control). Write Reports for all Tort claims for the Risk Management department to minimize claims against the City. Assist in Contract Administration and Bid Specifications for Public Works outside vendors. Other duties as assigned.

City of Perris Apr 04-Aug 15  
**Accountant II**  
Duties included creating and developing the City's Annual Budget. Preparing fixed asset schedules for Annual Financial Statements. Preparing the Statistical Section for Annual Financial Statements. Preparing Quarterly Investment Reports and Interest Allocation schedules. Tracking all Capital Improvement Projects and updating management monthly on projects status. Also, prepared Annual CIP Book. Preparing Monthly Bank Reconciliation for all Bank Accounts including updating/tracking over 50 Community Facilities District and Public Finance Authority issues. Maintaining the General Ledger and preparing and approving Journal Entries as needed. Took the lead on the implementation of the new Pentamation Financial Software System in fiscal year 2006/07 to include creation of all funds, accounts, budget codes and fixed assets and continuously monitor any changes or updates.

County of Riverside: Office of the Auditor/Controller Nov 03-Apr 04  
**Sr. Accountant**  
Duties included fixed asset valuation for the County of Riverside's Comprehensive Annual Financial Report (CAFR). Analyzed and reconciled all assets of Riverside County to determine their net book value for reporting purposes. Developed new policies, procedures and spreadsheets to record, report and track the County's fixed assets in the future. Worked with PeopleSoft accounting system.

County of Orange: Office of the Auditor/Controller Dec 01- Apr 03

**Accountant/Auditor II**

Duties included the compilation and preparation of Orange County's Comprehensive Annual Financial Report (CAFR) for Financial Reporting Mandated Costs. Implemented new GASB statements and bulletins including GASB 33, 34, and 38 for the fiscal year 2001-2002, GASB 34 CAFR. Prepared a Proforma GASB 34 CAFR for fiscal year 2000-2001. Included cooperation with outside auditing firms with regard to the CAFR and various Component Unit financial statements.

Mindless Reaction

Mar 00- Dec 01

**Accountant/Controller**

Duties included running all facets of the accounting cycle for a men's wholesale clothing company. Provided A/P, A/R, Payroll, Invoicing, month and year-end activities, journal entries, and bank reconciliations. Developed sales and expense budgets quarterly, as well as controlled inventory. Monitored spending and enforced budget adherence. Cooperated with outside audit firm on tax returns. Worked closely with the CEO and Board of Directors.

Alcone Marketing Group

Oct 98- Mar 00

**Financial Coordinator**

Hired as a Financial Coordinator for marketing company and managed Burger King Account. Duties included coding and billing for various projects performed by Alcone for clients. Gained extensive computer training in Peoplesoft, Excel and Word. Gained experience in job/project costing.

Blockbuster Video

Oct 89- Oct 98

**Senior Assistant Manager**

Hired as a Customer Service Representative, quickly advanced to Assistant Manager and promoted to Senior Assistant Manager. Duties included the following: store operations, inventory, scheduling, store presentation, and hired and trained new employees. Controlled customer accounts and provided customer service. Gained extensive and invaluable management skills. Worked closely with the store profitability report to maximize revenues and minimize costs while maintaining excellent customer service.

**Technical Skills**

Proficient in Excel, Word, Access, Pentamation. Familiar with Peoplesoft, Quickbooks and Powerpoint.

**REFERENCES AND FURTHER INFORMATION UPON REQUEST**



**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for professional services ("Agreement") is made and entered into by and between the City of South Gate (hereinafter referred to as "City"), and MV Cheng & Associates (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

**RECITALS**

- A. The City does not have the personnel able and/or available to perform the services required under this Agreement.
- B. The City desires to contract out for consulting services to MV Cheng & Associates.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform various accounting services.

NOW, THEREFORE, the City and Consultant agree as follows:

**1.0 SCOPE OF THE CONSULTANT'S SERVICES.** The Consultant agrees to provide the services and perform the tasks set forth in the Proposal attached hereto as Exhibit A and made part of this Agreement. The Scope of Work may be amended from time to time by way of a written directive from the City.

**2.0 TERM OF AGREEMENT.** This Agreement will become effective on February 21, 2017, and will remain in effect for a period one year from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

**3.0 CITY AGENT.** For the purposes of this Agreement, Jackie Acosta, Director of Administrative Services, is the agent for the City. Whenever approval or authorization is required, Consultant understands that Ms. Acosta has the authority to provide that approval or authorization.

**4.0 COMPENSATION FOR SERVICES.** The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Consultant's fee and cost schedule included in the Proposal. The cost of services shall not exceed \$49,000.00. No additional compensation shall be paid for any other expenses incurred unless first approved by Ms. Acosta.

**4.1** The Consultant shall submit to the City a bill for services within 15 calendar days after the end of each month. The City shall pay the Consultant within forty-five (45) days of receipt of the invoice.

**4.2** No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

**5.0 CONFLICT OF INTEREST.** The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it.

**5.1** The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

**6.0 GENERAL TERMS AND CONDITIONS.**

**6.1 Termination.** Either the City Agent or Consultant may terminate this Agreement, without cause, by giving the other party ten (10) calendar days written notice of such termination and the effective date thereof.

**6.1.1** In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City, which shall not be unreasonably determined.

**6.1.2** If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to offset anticipated damages.

**6.2 Non-Assignability.** The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City. Notwithstanding, the City acknowledges that the proposal contemplates the use of one or more sub-consultants to the Consultant.

**6.3 Non-Discrimination.** The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

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

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

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

1) Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by the City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

**6.5 Indemnification.** Consultant agrees to indemnify, defend and hold harmless the City and/or any other City agency, for/from any and all claims or actions of any kind asserted against the City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of

the City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of the Consultant.

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

**6.7 Independent Contractor.** This Agreement is by and between the City and the Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1. The Consultant 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 officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees or sub-consultants, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants, employees or sub-consultants are in any manner employees of the City, it being distinctly understood that each such individual is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

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

**6.9 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 the same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

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.

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

**6.11 Final Payment Acceptance Constitutes Release.** The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

**6.12 Corrections.** In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant 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 Consultant.

**6.13 Files.** All files of the Consultant pertaining to the City shall be and remain the property of the City. The City will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

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

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

**6.16 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.

**6.17 Attorney's Fees.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that party or those parties may be entitled.

**6.18 Entire Agreement.** This Agreement constitutes the whole Agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

**6.19 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:**

Jackie Acosta  
Director of Administrative Services  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280  
(323) 563-9524

**TO CONSULTANT:**

Misty Cheng  
MV Cheng & Associates  
2021 Oakdale Street  
Pasadena, CA 91107  
(925) 963-9996

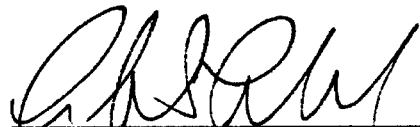
**6.20 Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

**6.21 Consultation With Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

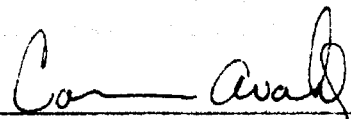
**6.22 Interpretation Against Drafting Party.** City and Consultant agree that they have cooperated in the review and drafting of this Agreement. Accordingly, in the event of any ambiguity, neither side may claim that the interpretation of the Agreement shall be construed against either party solely because that party drafted all or a portion of the Agreement, or the clause at issue.

This Agreement is executed this 16<sup>th</sup> day of February 16, 2017, at South Gate, California.

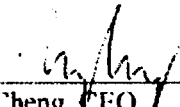
CITY OF SOUTH GATE:


  
Michael Flad, City Manager

ATTEST:


  
Carmen Avalos, City Clerk

CONSULTANT:

  
Misty Cheng, CEO



APPROVED AS TO FORM:

  
Raul F. Salinas, City Attorney



December 13, 2016

City of South Gate  
8650 California Ave.  
South Gate, CA 90280

Dear Ms. Acosta:

Please accept this letter as MV Cheng & Associates Inc.'s proposal to your request for a temporary Senior Financial Analyst or Senior Accountant services for the City of South Gate.

My firm, MV Cheng & Associates Inc., operates as an incorporated business within the State of California, with my associates being sub-contractors of the firm. Having 20 years of experience in municipal auditing, accounting, and finance in several cities, large and small, has allowed me to be able to lend my expertise as a finance director to cities in need of financial help. I have served as Director of Finance and Director of Finance and Administrative Services for several cities. Currently, I serve as the Interim Finance Director for the City of Upland and the contract Finance Director for the City of Adelanto and City of San Marino. In addition to the cities I serve personally, my sub-contractors have worked in several cities on short and long term assignments ranging from Account Clerk, Accountant, Senior Accountant, and Accounting Manager as well as serving on a long term basis as contract staff. Myself, as well as all of my sub-contractors are former employees of municipal government agencies. We bring a wealth of knowledge and expertise to our city clients, with a level of professionalism and understanding of the culture of the political and city office environments.

With respect to the accounting services requested, I will be presenting 2 candidates. Below is a brief synopsis of each and the rates. Please refer to the resumes attached for more details.

- \$45 per hour-Senior Financial Analyst- Sheila Thomas-16 years of municipal experience as an accountant. Available immediately.
- \$65 per hour-Senior Accountant-Jim Raia-15 years of municipal experience as a senior accountant and accountant. Available for 2 days per week starting in February.

MV Cheng & Associates Inc., is a unique firm in that it employs predominantly only former city/special district employees to work as sub-contractors in various cities on either a temporary/interim basis to long term contract staff. We bring a wealth of municipal knowledge and expertise in financial accounting that only city employees possess, yet we are consultants that can fill a void or bring change and improvement to a city's finance department. Some of the sub-contractors are retired, some are in between full time positions. Should a sub-contractor find a potential full-time position with the City, no additional fee



would be charged to convert the sub-contractor to be an employee of the City after expiration of the contract between the City and MV Cheng & Associates Inc. The goal of MV Cheng & Associates Inc. is not to make a huge profit, but to help cities with their needs in the finance department at competitive rates. Thus, MV Cheng & Associates Inc. are Municipal Value Consultants!

Thank you for taking the time to consider my proposal for accounting assistance for your City. Should you have any further questions, please do not hesitate to contact me at (925) 963-9996 or email me at: [mcheng@mvchengassociates.com](mailto:mcheng@mvchengassociates.com)

Sincerely,

Misty V. Cheng  
President & CEO

RECEIVED

# City of South Gate Item No. 12

CITY COUNCIL

DEC 4 2018

## AGENDA BILL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

6:00pm

For the Regular Meeting of: **December 11, 2018**

Originating Department: **Public Works**

Department Director:

  
Arturo Cervantes

City Manager:

  
Michael Flad

**SUBJECT: AMENDMENT NO. 4 TO CONTRACT NO. 3081 WITH WILLDAN ENGINEERING FOR DESIGN SERVICES ON THE BOULEVARD PROJECT**

**PURPOSE:** The City Council recently approved a proposal to add \$2,474,976 in new improvements to the Firestone Boulevard Regional Corridor Capacity Enhancements Project, City Project No. 476-TRF (The Boulevard Project). As the designer of record, Willdan Engineering provided design services that were necessary to prepare the proposal. Amendment No. 4 is necessary to incorporate into Contract No. 3081 said design services, as well as additional construction support services. Amendment No. 4 is also necessary to reduce the scope of work by eliminating artwork improvements included under the contract.

**RECOMMENDED ACTIONS:**

- a. Approve Amendment No. 4 to Contract No. 3081 with Willdan Engineering to reduce the scope of work of engineering and construction support services for the Firestone Boulevard Regional Corridor Capacity Enhancements project, Alameda Street to Hunt Avenue, City Project No. 476-TRF, for a net reduction of \$123,007; and
- b. Authorize the Mayor to execute Amendment No. 4 in a form acceptable to the City Attorney.

**FISCAL IMPACT:** There is no impact to the General Fund. The project is budgeted in the amount of \$20.6M as summarized in Attachment E. Contract No. 3081 is budgeted as summarized below.

Account No. 311-790-31-9447	Call for Project Grant	Prop C LR	Measure R	Development Funds	Total
<b>Contract No. 3081</b>	\$542,600	\$281,096	\$0	\$24,117	\$847,813
<b>Amendment No. 1</b>	\$110,000	\$46,692	\$0	\$0	\$156,692
<b>Amendment No. 2</b>	\$129,449	\$16,551	\$100,000	\$0	\$246,000
<b>Amendment No. 3</b>	\$27,413	\$11,727	\$3,680	\$0	\$42,820
<b>Amendment No. 4</b>	(\$47,835)	(\$10,000)	(\$65,172)	\$0	(\$123,007)
<b>Total</b>	\$761,627	\$346,066	\$38,508	\$24,117	\$1,170,318

**ALIGNMENT WITH COUNCIL GOALS:** Amendment No. 4 meets the City Council's goal for "Continuing Infrastructure Improvements." The goal identified in the Fiscal Year 2018/19 Work Program is to complete construction of the project.

**ANALYSIS:** On October 23, 2018, the City Council approved several actions to support a proposal from staff to add \$2,474,976 in new improvements (Proposal), to The Boulevard Project. Amendment No. 4 is needed to fund aspects of the project related to the Proposal. That Proposal was prepared with the support of Willdan Engineering, as it was technical in nature. Willdan prepared design drawings,

an engineering estimate and easement plats. Amendment No. 4 is also needed to fund additional construction support services that will be necessary during the construction of the new improvements. Finally, Amendment No. 4 reduces the scope of work by eliminating services related to "public art." In summary, Amendment No. 4 adds \$87,496 in design and construction support services, and removes \$210,503 in art design and installation, for a net decrease in contract fees of \$123,007.

**BACKGROUND:** On December 16, 2014, the City Council approved Contract No. 3081 with Willdan Engineering in the amount of \$847,813 for professional services which covered design services and preparation of the construction documents, environmental analysis and construction support services for The Boulevard Project. To date, the City Council has approved three amendments, and a fourth one is necessary, as summarized below.

- a. On November 22, 2016, Amendment No. 1 (\$156,692) was approved by the City Council to fund storm water quality and landscape lighting improvements; expansion of project limits to include a new roadway segment between Firestone Place and Rayo Avenue; and to fund additional traffic analysis.
- b. On July 25, 2017, Amendment No. 2 (\$246,000) was approved by the City Council to fund the design and manufacturing of six public art sculptures at the Firestone Gateway Intersections.
- c. On February 13, 2018, Amendment No. 3 (\$42,820) was approved by the City Council to fund the design of five bus pullouts and two right-turn pockets.
- d. Amendment No. 4 reduces the contract amount by \$123,007, as summarized below.
  - e. Provides \$85,552 in funding for the following design services: (a) design bus pullouts, (b) design the right-turn pocket and right-turn lane at Firestone Boulevard/Dearborn Avenue, (c) design of traffic signals median and cameras, (d) design of median safety railing and other safety improvements, and (e) easement exhibits.
  - f. Provides \$1,944 for construction support services.
  - g. Deduct \$210,503 from the \$246,000 budgeted in art work from the scope of the contract, since \$35,497 was spent to develop project concepts. As a part of the project, public art was to be incorporated into the design of the corridor. The plan was to install art sculptures at six locations on Firestone Boulevard, and the scope of work of the contract reflected that. The scope of work will be modified to remove the public art from the contract.

Public art will continue to be a part of the project; however, it will be developed under a community driven process. This approach supports local artists and community pride.

**ATTACHMENTS:**

A.	Proposed Amendment No. 4
B.	Amendment Nos. 1, 2, and 3
C.	Contract No. 3068
D.	Location Map
E.	The Boulevard Project Budget

KT:lc

**AMENDMENT NO. 4  
TO AGREEMENT FOR PROFESSIONAL SERVICES  
WITH WILLDAN ENGINEERING**

**THIS AMENDMENT NO. 4 TO AGREEMENT FOR PROFESSIONAL SERVICES WITH WILLDAN ENGINEERING**, ("Amendment No. 4"), effective as of the date specified in paragraph 4 hereof, is made and entered into by and between the CITY OF SOUTH GATE ("CITY"), on the one hand, and WILLDAN ENGINEERING ("ENGINEER").

**RECITALS:**

**WHEREAS**, CITY and ENGINEER have previously executed that certain *Agreement for Professional Services* (Contract No. 3068) dated December 16, 2014 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed \$847,813; and

**WHEREAS**, City and ENGINEER have previously executed Amendment No. 1 to Contract No. 3081 dated November 22, 2016 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed \$156,692; and

**WHEREAS**, City and ENGINEER have previously executed Amendment No. 2 to Contract No. 3081 dated July 25, 2017 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed \$246,000; and

**WHEREAS**, City and ENGINEER have previously executed Amendment No. 3 to Contract No. 3081 dated February 13, 2018 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed \$42,820; and

**WHEREAS**, CITY desires to expand the scope of work as shown on the ENGINEER's proposal being attached here as part of this Amendment No. 4 (Exhibit A); and

**WHEREAS**, ENGINEER had submitted a cost estimate as part of its proposal (Exhibit A); and

**WHEREAS**, CITY and ENGINEER desire to cover said additional Professional Services for an amount not to exceed \$87,479 under the terms and conditions of the Agreement and Amendment No. 4 to said Agreement; and

**WHEREAS**, CITY and ENGINEER desire to remove artwork from the scope of work for a credit amount of (\$210,503); and

**WHEREAS**, CITY and ENGINEER desire to execute Amendment No. 4 covering said additional Professional Services and removing artwork from the scope of work for the net credit amount of (\$123,024);

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. MODIFICATION OF ORIGINAL SCOPE OF WORK AND FEES TO BE PERFORMED BY ENGINEER.**

- a. ENGINEER shall expand its scope of work, fees and services to CITY as shown in its proposal (Exhibit A). Said scope of work and fee proposal is made part of this Amendment No. 4.

**2. EFFECT OF AMENDMENT.**

Except as expressly amended herein, all other terms and conditions of the Agreement and its amendments, attachments, and exhibits thereto, shall remain in full force. CITY reserves the right to augment or reduce the scope of work as CITY deems necessary.

[Remainder of page left blank intentionally]

**3. EFFECTIVE DATE.**

Unless otherwise specified herein, this Amendment No. 4 shall become effective as of the date set forth below on which the last of the parties, whether CITY or ENGINEER, executes this Amendment No. 4.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 4 to be executed and attested by their respective officers hereunto duly authorized.

**"CITY"**  
**CITY OF SOUTH GATE**

\_\_\_\_\_  
María Belén Bernal, Mayor

Dated: \_\_\_\_\_

**ATTEST:**

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

**"ENGINEER"**  
**WILLDAN ENGINEERING**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**


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

EXHIBIT A



November 28, 2018

Mr. Arturo Cervantes, P.E.  
Public Works Director/City Engineer  
City of South Gate  
8650 California Ave  
South Gate, California 90280-3075

**SUBJECT: Firestone Boulevard Capacity Enhancement change order for additional design engineering services. (Revised\_v03)**

Dear Mr. Cervantes:

Willdan Engineering (Willdan) is pleased to submit this proposal for tasks related to Firestone Boulevard Capacity Enhancement Project.

For your consideration, Willdan Engineering has prepared the following summary of extra tasks requested by the City in conjunction with the Firestone Boulevard Capacity Enhancement project. These tasks as requested by the City, have been completed or have begun in a good faith effort to accommodate the construction schedule. We appreciate the opportunity to submit our proposal and look forward to discussing the enclosed information with you.

Per the City's request, Willdan completed the following tasks:

1. Design 4 additional bus turnouts,
2. Extension to bus turnout at South Gate High School,
3. Prepare TCE, easement layouts and plats,
4. Traffic Signals, CCTV and IP Cameras coordination and plan revisions,
5. Design median at Calden Ave.

*Design Change #2 and Design Change #3 – Bus Turnouts*

The City requested the design of four (4) additional bus turnouts along Firestone Boulevard from their original change order request of five (5) bus turnouts for a total of nine (9) bus turnouts. Design change 2 included the design bus turnout #2 (340' west of Santa Fe Avenue), bus turnout 3 (westbound, east of Long Beach Boulevard) and bus turnout #4 (westbound between Garden View Avenue and South Gate Avenue). Willdan created two(2) new sheets for the design of the bus turnouts: D-3 and D-4. Willdan revised nine (9) impacted civil, traffic and landscapes sheet: C-1 through C-3, SL-2 through SL-4, LC-1 through LC-2, and E-3.

Design change #3 included the design bus turnout 1 (eastbound, west of Calden Avenue), bus turnout #5 (westbound, west of Elizabeth Avenue), bus turnout #6 (eastbound, east of Elizabeth Avenue, bus turnout #8 (eastbound, east of San Juan Avenue) and bus turnout #9 (eastbound, east of Hunt. Willdan created two (2) new for these bus turnouts: D-5 and D-6. Willdan revised sixteen (16) impacted civil, traffic and landscapes sheet: C-1, C-3 through C-7, SL-2, SL-5 through SL-8, LC-1 through LC-5.

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Bus turnout #7 (eastbound, east of Virginia) was issued as part of design change #4.

Willdan prepared right-of-way exhibits for bus turnout #2 (340' west of Santa Fe Ave) and bus turnout #5 (west of Elizabeth Ave). The alignment for bus turnout #5, located at South Gate High School, was revised three times. Per the City's request, the width of the turnout was widened to 12 feet. After the completed design, Willdan extended the length of the turnout per the City's request. The previous change order had estimated only one Legal Description and plat at Dearborn Right turn pocket.

Willdan provided additional legal descriptions and plats as shown below:

1. Right turn lane at Dearborn TCE
2. SGHS drop of lane Easement
3. SGHS drop of lane TCE
4. ELAC wall/sidewalk widening Easement
5. ELAC wall/sidewalk widening TCE

Construction support for the four additional bus turnouts is included in this task. The fee for design change #2 and design change #3 only includes four bus turnouts since five were compensated for under the change order from January 2018.

#### *Design Change #3L– Emergency Vehicle Opening at Rayo Avenue*

Willdan revised the approved plans to modify the location of the median opening for emergency vehicles. This task required a revision to the approved civil plans and the approved landscape plans. During construction, Willdan met with Police Department Chief and City's Director of Public works. The rationale for the locations selected for the emergency openings were discussed. City's Police Department requested the median opening for an emergency vehicle within Rayo Ave and Firestone Place (Segment C) be relocated easterly. Willdan prepared a conceptual exhibit and revised the plans

#### *Design Change #4 – Bus Turnout Extension, Right Turn Pockets*

This request includes changes to design per City's request in extending Dearborn Right turn pocket, modifications to the Right turn pocket transition at California Ave, and extending the bus turnout on the frontage of 2742 Firestone Blvd.

Per the City's conceptual layout, Willdan designed the right turn pocket at California and protected the driveway at 3480 Firestone Blvd, South Gate, CA 90280. When the City changed the partial bus pullout at California Ave to a full bus pullout, the City requested Willdan to re-designed the right turn pockets at California Avenue. Willdan provided a second design to incorporate a wider and longer bus turnout. This request required a design change of the right turn pocket and re-grading the Taco Bell driveway with consideration to ADA compliance.

At Dearborn Avenue, per the City's request, Willdan's original design included a bulb-out on the north-east corner of the intersection. City revised the layout and Willdan provided a revised design to extend the right turn pocket and remove the bulb-out from the design. This required a design change in grading, curb ramp design, and striping. Willdan had to revise the Legal Descriptions and Plats for the easement and TCE for this change.



Willdan extended the existing bus turnout in front of Willow Elementary School to the frontage of 2742 Firestone Blvd, per the City's request. Willdan included the installation of sewer laterals as part of this design. Sheet D-7 was created for this design change.

*Design Change #5 – Median at Calden Avenue*

Willdan coordinated with KOA to redesign the medians to the east and west of Calden Avenue. The design change accommodates the revised striping plan required for the ELAC traffic signal. The plan check of the KOA plans was done under existing on-call contract and is not included in this task.

*Design Change #6A – Street Light Removals*

Remove three street lights due to the design of the new ELAC traffic signal and adjacent driveway at Calden Avenue.

*Design Change #7 – Extension of South Gate Bus High School Turnout*

City requested to extend the bus turnout at South Gate High School by 100 feet after the completion and approval of the original design. The extension required consideration for the relocation of the existing parkway drain on the western portion of the turnout. Willdan revised the legal description and plat for this extension.

*Design Change #8– Design of Curb Ramps at Garden View Ave and Victoria Ave*

Design of curb ramps at all four corners of Garden View Ave and Firestone Blvd Intersection and southerly corners of Victoria Ave and Firestone Blvd Intersection are in conflict with existing storm drain structures. During the preliminary design, Willdan was instructed to leave the culverts in place and Willdan prepared design exception forms for non-compliant curb ramps at these 6 locations and submitted to the City. During construction, the City requested the culverts be removed and curb ramps removed and reconstructed.

Willdan will complete the design of ADA compliant curb ramps at the Garden View Avenue and Victoria Avenue. The ramps will be designed with consideration to the existing box culverts that conflict with construction. As part of this task, Willdan will design the relocation of the catch basin in front of South Gate High School. Additional field survey was conducted to complete the ramp design.

*Design Change #9 – Traffic Signals, CCTV and IP Cameras, Design of Acceleration Lane for Westbound Firestone Blvd*

Willdan added plans for CCTV and IP cameras at seven (7) signalized intersections, as well as, three (3) additional intersections outside the project corridor. The signal plans were also modified to reflect revised pedestrian push button, battery backup systems, future fiber optic connections to the controller cabinet and new service cabinet at Santa Fe Ave. Effort also included conference calls and coordination with South Gate Police Department and City staff.

Willdan will complete the design of an acceleration lane from southbound Santa Fe Ave to westbound Firestone Blvd. Modify signing and striping plans to accommodate new traffic pattern.

*Conceptual Design - Decorative Median Fence*

Willdan prepared conceptual layout and a preliminary estimate for a decorative fence within the limits of raised median on Firestone Blvd between Otis Street and San Miguel Ave.

Per City's request Willdan prepared final plans for construction, Willdan designed and prepare construction plans for the decorative median fence along the center median. The design will also include appropriate "No Pedestrian Crossing" signage.

*Conceptual Design of Student Drop Off Area on Dearborn Avenue*

Willdan completed a conceptual layout of the Dearborn Avenue student drop off area to replace the area once used on Firestone Blvd for City's approval.

Once the concept is approved, if the City chooses, Willdan will conduct site visit and prepare a signing and striping design plan of the drop off area (*Included as an optional task*).

*Fee*

Task	Cost
<b>Design Change 2 and 3 – 4 Bus Turnouts</b> Design of City requested bus turnouts.	<b>\$29,973</b>
<b>Design Change 3L - Emergency Vehicle Opening at Rayo Avenue</b> Modify location of median opening for emergency vehicles.	<b>\$1,156</b>
<b>Design Change 4 - Right Turn Pockets</b> Design right turn pockets at Dearborn Avenue and at California Avenue.	<b>\$16,516</b>
<b>Design Change 5 - Median at Calden Avenue</b> Design change of medians based on KOA traffic and striping plans.	<b>\$5,910</b>
<b>Task 6A - Street Lights Removals</b> Street lighting was removed due to ELAC traffic signal.	<b>\$570</b>
<b>Design Change 7 - Extension of South Gate Bus Turnout</b> Extend design of bus turnout by 100 feet.	<b>\$3,990</b>
<b>Design Change 8 - Design of Curb Ramps at Garden View Ave and Victoria Ave</b> Design curb ramps for ADA compliance.	<b>\$5,458</b>
<b>Design Change 9 - Traffic Signals, CCTV and IP Cameras</b>	<b>\$16,578</b>
<b>Conceptual Design of Student Drop Off Area on Dearborn Ave.</b>	<b>\$500</b>
<b>Conceptual layout for decorative fence between Otis Street and San Miguel Ave</b>	<b>\$400</b>
<b>Design of decorative fence between Otis Street and San Miguel Ave</b>	<b>\$696</b>
<b>Engineering Support during Construction, including plan revisions for reduced scope based on Contractor's prices.</b>	<b>\$1,944</b>
<b>Optional Task - Design and prepare striping plan for Dearborn Student Drop off</b>	<b>\$1,578</b>
<b>Optional Task – Revise plans to eliminate CCTV Camera and conduits, address Mr. Loera's comments, provide revised phase diagram.</b>	<b>\$2,227</b>
<b>Total</b>	<b>\$87,496</b>
<b>CREDIT – Termination of design services for Public Art Sculptures at Gateway Locations.</b>	
<b>Contract Value</b> - \$46,000	<b>(\$10,503)</b>
<b>Payment made to Date</b> - \$14,597	
<b>Outstanding Payment</b> - \$20,900	
<b>CREDIT - Termination of Services for Fabrication, Delivery and Installation of 6 Art Sculptures</b>	<b>(\$200,000)</b>
<b>Grand Total</b>	<b>(\$123,007)</b>

We are requesting your approval of these extra task. We look forward to continuing to work with the City of South Gate. If you have any questions, please contact Tyrone Peter at (714) 393-1963 or [tpeter@willdan.com](mailto:tpeter@willdan.com) or me at (562) 368-4848 or [vmunoz@willdan.com](mailto:vmunoz@willdan.com).

Respectfully submitted,

**WILLDAN ENGINEERING**



**Vanessa Muñoz, PE, TE, PTOE**  
*Director of Engineering*



**AMENDMENT NO. 1  
TO AGREEMENT FOR PROFESSIONAL SERVICES  
WITH WILLDAN ENGINEERING**

**THIS AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES WITH WILLDAN ENGINEERING**, ("Amendment No. 1"), effective as of the date specified in paragraph 4 hereof, is made and entered into by and between the CITY OF SOUTH GATE ("CITY"), on the one hand, and WILLDAN ENGINEERING ("ENGINEER").

**RECITALS:**

**WHEREAS**, CITY and ENGINEER have previously executed that certain *Agreement for Professional Services* (Contract No. 3068) dated December 16, 2014 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed \$847,813; and

**WHEREAS**, CITY desires to expand the scope of work as shown on the ENGINEER's proposal being attached here as part of this Amendment No. 1 (Exhibit A); and

**WHEREAS**, ENGINEER had submitted a cost estimate as part of its proposal (Exhibit A); and

**WHEREAS**, CITY and ENGINEER desire to execute Amendment No. 1 covering said additional Professional Services for an amount not to exceed \$156,692 under the terms and conditions of the Agreement and Amendment No. 1 to said Agreement;

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. MODIFICATION OF ORIGINAL SCOPE OF WORK AND FEES TO BE PERFORMED BY ENGINEER.**

- a. ENGINEER shall expand its scope of work, fees and services to CITY as shown in its proposal (Exhibit A). Said scope of work and fee proposal is made part of this Amendment No. 1.

**2. EFFECT OF AMENDMENT.**

Except as expressly amended herein, all other terms and conditions of the Agreement and its amendments, attachments, and exhibits thereto, shall remain in full force. CITY reserves the right to augment or reduce the scope of work as CITY deems necessary.

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3. **EFFECTIVE DATE.**

Unless otherwise specified herein, this Amendment No. 1 shall become effective as of the date set forth below on which the last of the parties, whether CITY or ENGINEER, executes this Amendment No. 1.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

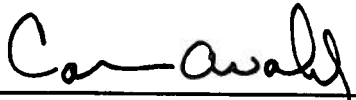
**"CITY"**  
**CITY OF SOUTH GATE**



W.H. (Bill) De Witt, Mayor

Dated: 11/22/2014

**ATTEST:**



Carmen Avalos, City Clerk  
(SEAL)

**"ENGINEER"**  
**WILLDAN ENGINEERING**

By: 

Dated: 12-23-16

**APPROVED AS TO FORM:**



Raul F. Salinas, City Attorney



2401 East Katella Avenue, Suite 450  
Anaheim, California 92806  
714/978-8200 fax 714/978-8299  
www.willdan.com

November 4, 2016

Mr. Arturo Cervantes, P.E.  
Public Works Director / City Engineer  
City of South Gate  
8650 California Avenue  
South Gate, California 90280-3075

**SUBJECT: Firestone Boulevard Capacity Enhancement change order for additional final design engineering services.**

Dear Mr. Cervantes:

Willdan Engineering (Willdan) is pleased to submit this proposal for tasks related to the Firestone Boulevard Capacity Enhancement Project. Willdan will provide the services related to Firestone Boulevard Capacity Enhancements for **\$156,692**.

For your consideration, Willdan Engineering has prepared the following summary of extra tasks requested by the City in conjunction with the Firestone Boulevard Capacity Enhancement project. These tasks have been completed or have begun in a good faith effort to expedite the project. We appreciate the opportunity to submit our proposal and look forward to discussing the enclosed information with you.

*Task 1. Traffic Study- Higher Standards of Care*

City requested value additions to the original proposed traffic study to provide higher standards of care. Willdan had performed many tasks to satisfy the City's request, and in some cases, the effort for the analysis were compounded due the multiple scenarios for each change. The Changes are included in attachment 1 included herewith.

1. **Peak Hour Turning movement analysis:** Willdan proposed collection for turning movement counts during the AM/PM peak hours for 20 intersections and driveways potentially impacted by the median construction. Noon peak hour analysis was not part of the original study. It was noted that expansion of the study level will require additional authorizations. Per City's request, Willdan performed:
  - a. additional Noon peak hour data collection and corresponding peak hour LOS Analysis. This analysis indicated if there would be enough on-street parking capacity during mid-day peak. A total of 72 additional scenarios were analyzed.
2. As an added task, Willdan analyzed impacts to circulation if San Miguel is closed at the median. City requested this analysis to demonstrate that when San Miguel is "Closed" by the construction of the medians, there would not be any significant adverse effects.
3. As an added task, Willdan analyzed long term LOS impacts for the 2035 General Plan Buildout condition. This project was considered as a gap closure project and not intended to meet the traffic needs of 2035. Per the City, Willdan included analysis of the 2035 buildout conditions long term impacts.

4. Per City's request, Willdan added Alternate 2 to the analysis, prohibiting left turns from Alexander. This alternative analyzed Rheem to remain signalized while the median will be extended across Alexander Avenue. Alternative 1 was the analysis of Rheem and Alexander as a signalized intersection.

**Task 2. Storm Water Quality Design Services**

In June of 2015, the City of South Gate became a party to the Lower Los Angeles River Watershed Management Plan (WMP) along with seven other nearby Cities. The WMP established specific treatment goals for each City including infiltration of stormwater and reduction of total trash flow into the Los Angeles River. The Plan set incremental milestones to reach the total infiltration goal of 173 acre-feet. The first milestone is 35.4 acre feet by the year 2017. It is currently estimated that the City is still far below this goal. However, it is desirable to make all reasonable efforts to achieve this milestone for reporting progress to the Regional Water Quality Control Board.

The City has requested that Willdan investigate and design storm water infiltration systems as part of the Firestone Boulevard Improvement project in pursuit of their 2017 milestone. The project offers an ideal opportunity for installing infiltration systems as it is a large transportation corridor with correspondingly high on site generated runoff.

The County of Los Angeles's Low Impact Development (LID) Manual necessitates that a street or road construction project that reconstructs at least 5,000 square feet of impervious surface comply with the LID manual as well as the USEPA's *Managing Wet Weather with Green Infrastructure: Green Streets 26* (December 2008). This includes portions of the road where the grade or elevation has been modified. Construction of the proposed raised median curbs, will exceed the 5,000 square foot threshold of elevated impervious surface, so treatment is required. Infiltration Best Management Practices (BMP's) can be used to meet the treatment standards required by *Green Streets*. It is advantageous to the City to install infiltration BMP's as it will help the City to meet both *Green Streets* and Watershed Management Plan requirements. The proposed work will include the necessary research tasks to complete an efficient design, identify the locations most suitable for infiltration, and design the storm water treatment systems in accordance with Los Angeles County standards.

The tasks for the storm drain analysis include the following:

- Attend project meetings related to storm water BMP's and coordinate with the City and their environmental consultant John L Hunter and Associates.
- Research and Analysis to determine the following:
  - Identify local, regional, and national standards for quantifying the area that must be treated.
  - The amount of runoff generated from impervious surface with grade/elevation change as part of this project
    - Calculate total impervious surface with grade or elevation modified by project.



- Estimate amount of runoff generated by modified impervious surface per LACDPW standards.
- Research site locations that may be optimal for infiltration BMP's given the existing conditions and historic groundwater and infiltration data.
- Conduct a geotechnical study to determine infiltration rates at each proposed infiltration BMP location:
  - Four (4) boring locations are proposed.
  - Borings will be conducted in the travel lane closest to the sidewalk.
  - Borings will be to a depth of 30 feet.
- Prepare and Submit Green Streets Report
  - Willdan will work with the City's environmental consultant, John L Hunter and Associates to determine the requirements and treatment options to comply with City and Los Angeles County standards.

We will prepare and submit a Green Streets Report to the City and representatives from John L Hunter.
- Prepare Plans, Specs, and Estimate:
  - Design infiltration BMP's based on infiltration rates and LA County Standards and add appropriate detail to plans. As an alternative, Willdan may specify a proprietary system that meets local requirements. The sizing of the proprietary system will be provided by the manufacturer based on flow estimates provided by Willdan. The manufacturer's cost to size the proprietary system is assumed to be included in the construction and installation cost for each unit.
  - Prepare specifications for infiltration BMP's.
  - Prepare construction cost estimates for infiltration BMP's.
- Review and respond to up to one (1) RFI and two (2) Materials Submittals pertaining to Storm Drain Improvements during construction if needed.

**Deliverables:**

- Geotechnical Report with borings and infiltration rate calculations.
- Green Streets Report.
- Plan sheet(s) with adequate details for contractor to construct treatment system. Plan and profile views will be provided.
- Specifications (part of project specials).
- Cost Estimate (part of project cost estimate).

**Task 3. Gap Closure between Firestone Place and Rayo Avenue**

The City of South Gate has requested that an existing street segment between Firestone Place and Rayo Avenue or otherwise known as a “gap closure” segment be included as part of the overall improvements along Firestone Boulevard and to perform an assessment of this portion of the project in the preparation of the Initial Study – Mitigated Negative Declaration (IS/MND) for CEQA compliance and design the street, landscape, traffic and architectural improvements. According to the City’s requested changes to the project, we anticipate that additional work effort to complete the IS/MND will be required to amend the existing Screencheck Draft Initial Study per the proposed amendment to the project limits and conduct additional analyses to assess project impacts on both traffic operation and other potential resource issues. Specifically, the scope to complete this additional work effort would involve the following tasks:

1. **Background research and site visit.** Willdan will conduct a project review and background research of the new street segment to identify the potential environmental resources and conditions that exist on the project site and will conduct a site visit to document existing conditions.
2. **Revise Screencheck Draft Initial Study Checklist.** Willdan will perform the following revisions to the Screencheck Draft Initial Study which will include:
  - a) Revisions to the Project Description, including appropriate tables and figures.
  - b) Revisions to Environmental Analysis Checklist sections to document impacts resulting from construction activities, resource issues and traffic operation. Some of the potentially affected sections will include: Aesthetics, Air Quality, Greenhouse Gas, Hydrology, Noise, and Traffic.
3. **Revisions to technical studies.** Technical subconsultant, Landrum and Brown, Inc., has determined that revisions to technical studies involving assessments for air quality, greenhouse gas and noise will be required.
4. **Document preparation.** In preparation of the final Screencheck Draft Initial Study, the document will be word processed including preparation of new/revised tables and figures as needed. The final document will be reviewed for QA/QC among the Willdan project team prior to submittal to the City.
5. **Management and Coordination.** The Willdan project team will coordinate with City staff and the technical specialists in preparation of the Screencheck Draft IS/MND. Willdan anticipates one (1) coordination meeting between Willdan and the City.
6. **Plans, Specifications and Estimates.** Willdan will prepare street improvement plan, signing and striping plans, street lighting plans, landscape, planting and irrigation plan. The project specifications and bid schedule will include these improvements.
7. **Traffic Study Update.** Willdan will collect traffic counts to study exiting Firestone Atlantic Intersection and Rayo/Firestone intersections for U-turn movements. Willdan will also analyze the property access along eastbound Firestone Blvd.
8. **Landscape.** Willdan will prepare a conceptual plan of the proposed landscaped median, decorative street light, parkway/sidewalk landscape and block wall architectural treatments. Upon approval of the landscape plans, Willdan will prepare construction documents.

***Task 4. Mason Street Improvement.***

Based on comments and requests received from project public outreach meeting, Willdan was directed by the City to explore the possibilities of improving Mason street between Bowers Street and Rheem Avenue, since the street has deteriorated due to an increase in truck traffic and design the necessary roadway rehabilitations. Willdan will design the street to rehabilitate the deteriorated Mason street. Willdan will also improve Bowers Street and Rheem Avenue between Firestone Blvd and Mason Street. All utilities will be adjusted to grade. A concrete longitudinal gutter will be proposed along Mason street to improve drainage flow and reduce drainage related impacts to the street. Willdan will conduct field survey of the existing street, utilities and street furniture.

***Task 5. Electrical Design***

This task includes the following:

1. Conducting utility coordination with SCE for electrical feed points within the project limit. Coordinate utility information with Electrical Engineering as required for designing electrical system.
2. Design and preparation of electrical plans by Electrical Engineering for median palm tree upright and for palm tree at four street corner of the (5) gateway locations where feasible. In addition, proposed electrical design for median electrical receptacles in pull boxes at regular tree locations as an option if directed by the City and uprights for (5) art sculptures (locations to be determined). The electrical design of palm tree upright and receptacle will follow the existing electrical system at the Firestone Blvd & Atlantic Ave. and at the Azalea Shopping Center.
3. Coordination with Electrical Engineer for preparation of City review submittal package and addressing City comments.

*Cost Summary*

<b>Task</b>	<b>Cost</b>
<b>Task 1 - Traffic Study- Higher Standards of Care</b> Performance of City requested value additions to the original proposed traffic study to provide higher standards of care.	<b>\$40,242</b> <i>(See Attachment A for cost breakdown)</i>
<b>Task 2 - Storm Water Quality Design Services</b> Studies and design of storm water treatment BMP's beyond services described in the original scope.	<b>\$44,207</b> <i>(See Attachment B for cost breakdown)</i>
<b>Task 3 - Gap Closure between Firestone Place and Rayo Avenue</b> Provided professional engineering services to add the existing street segment between Firestone Place and Rayo Avenue or otherwise known as a "gap closure" to the overall improvements.	<b>\$39,853</b> <i>(See Attachment C for cost breakdown)</i>
<b>Task 4 - Mason Street Improvement.</b> Willdan was directed by the City to explore the possibilities of improving Mason street between Bowers Street and Rheem Avenue, since the street has deteriorated due to increase in truck traffic.	<b>\$16,820</b>
<b>Task 5 - Electrical Design.</b> Willdan will conduct utility coordination with SCE, Electrical Engineers, and the City for landscape improvements along Firestone Boulevard.	<b>\$15,570</b>
<b>Grand Total</b>	<b>\$156,692</b>

We are requesting your approval of these extra tasks. Please see the provided cost associated with each task.

We look forward to continuing to work with the City of South Gate. If you have any questions, please contact Tyrone Peter at (714) 393-1963 or [tpeter@willdan.com](mailto:tpeter@willdan.com) or me at (562) 619-4424 or [bpagett@willdan.com](mailto:bpagett@willdan.com).

Sincerely,  
 Willdan Engineering



William C. Pagett, PE.  
**WILLDAN ENGINEERING**

## Attachment A

### *Task 1 - Traffic Study- Higher Standards of Care*

1	<b>On Street Parking Capacity:</b>	
a	Additional Noon peak hour data collection and corresponding peak hour LOS Analysis, to verify if there would be enough capacity to allow on-street parking during mid-day peak.	\$ 9,572.00
2	<u>Additional Study Intersection (10<sup>th</sup>):-</u> Analyze impacts to circulation if San Miguel is closed at the median. Analysis was done to demonstrate there was not significant adverse effects.	\$ 2,370.00
3	<u>2035 General Plan Buildout:-</u> Analyzed long term LOS impacts for the 2035 General Plan Buildout condition.	\$ 23,500.00
4	Added Alternate 2, prohibiting left turns from Alexander	\$ 4,800.00
	<b>Total</b>	<b>\$ 40,242.00</b>

## Attachment B

### *Task 2 - Storm Water Quality Design Services*

1	Project Management	\$ 2,326.00
2	Research and Analysis	
a	Research Requirements for Project, Green Streets, LID, etc.	\$ 2,512.00
b	Calculate Tributary Areas and Runoff Generated	\$ 2,475.00
c	Research and Develop Treatment Alternatives and Locations	\$ 6,092.00
3	Geotechnical Borings and Percolation Testing for Four Locations	\$ 19,970.00
4	Prepare and Submit Green Streets Report	\$ 4,246.00
5	Prepare Plans, Specifications, and Estimate	\$ 5,728.00
6	Provide Construction Support Services	
a	RFI Review and Support (Assume 1)	\$ 286.00
b	Contractor Submittal Review (Assume 2)	\$ 572.00
	<b>Total</b>	<b>\$ 44,207.00</b>

### Attachment C

*Task 3 - Gap Closure between Firestone Place and Rayo Avenue*

1	Environmental	
a	Perform Background Research and Site Visit	\$ 1,168.00
b	Revise Screen check Draft Initial Study Checklist	\$ 2,906.00
c	Revise Technical Studies	\$ 5,520.00
d	Document Preparation	\$ 425.00
e	Management and Coordination	\$ 730.00
2	Conduct Field Survey and topography	\$ 3,380.00
3	Prepare Street Improvement Plan	\$ 4,000.00
4	Prepare Signing and Striping Plan	\$ 2,000.00
5	Prepare Street Lighting Plan	\$ 3,500.00
6	Conduct Traffic Study	\$ 3,500.00
7	Landscape Plans	
a	Prepare Conceptual Layout Plans	\$ 1,689.00
b	Prepare Construction Documents	\$ 11,035.00
	<b>Total</b>	<b>\$ 39,853.00</b>

**AMENDMENT NO. 2  
TO AGREEMENT FOR PROFESSIONAL SERVICES  
WITH WILLDAN ENGINEERING**

**THIS AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES WITH WILLDAN ENGINEERING**, ("Amendment No. 1"), effective as of the date specified in paragraph 4 hereof, is made and entered into by and between the CITY OF SOUTH GATE ("CITY"), on the one hand, and WILLDAN ENGINEERING ("ENGINEER").

**RECITALS:**

**WHEREAS**, CITY and ENGINEER have previously executed that certain *Agreement for Professional Services* (Contract No. 3068) dated December 16, 2014 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed \$847,813; and

**WHEREAS**, City and ENGINEER have previously executed Amendment No. 1 to Contract No. 3081 dated November 22, 2016 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed \$156,692; and

**WHEREAS**, CITY desires to expand the scope of work as shown on the ENGINEER's proposal being attached here as part of this Amendment No. 2 (Exhibit A); and

**WHEREAS**, ENGINEER had submitted a cost estimate as part of its proposal (Exhibit A); and

**WHEREAS**, CITY and ENGINEER desire to execute Amendment No. 2 covering said additional Professional Services for an amount not to exceed \$246,000 under the terms and conditions of the Agreement and Amendment No. 2 to said Agreement;

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

- 1. MODIFICATION OF ORIGINAL SCOPE OF WORK AND FEES TO BE PERFORMED BY ENGINEER.**
  - a. ENGINEER shall expand its scope of work, fees and services to CITY as shown in its proposal (Exhibit A). Said scope of work and fee proposal is made part of this Amendment No. 2.
- 2. EFFECT OF AMENDMENT.**

Except as expressly amended herein, all other terms and conditions of the Agreement and its amendments, attachments, and exhibits thereto, shall remain




in full force. CITY reserves the right to augment or reduce the scope of work as CITY deems necessary.

**3. EFFECTIVE DATE.**

Unless otherwise specified herein, this Amendment No. 2 shall become effective as of the date set forth below on which the last of the parties, whether CITY or ENGINEER, executes this Amendment No. 2.

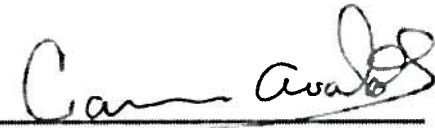
**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 2 to be executed and attested by their respective officers hereunto duly authorized.

**"CITY"**  
**CITY OF SOUTH GATE**

  
\_\_\_\_\_  
Maria Davila, Mayor

Dated: \_\_\_\_\_

**ATTEST:**

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

**"ENGINEER"**  
**WILLDAN ENGINEERING**

By:   
\_\_\_\_\_

Dated: 8/7/17

**APPROVED AS TO FORM:**

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



2401 East Katella Avenue, Suite 450  
Anaheim, California 92806  
714/978-8200 fax 714/978-8299  
[www.willdan.com](http://www.willdan.com)

June 22, 2017

Mr. Arturo Cervantes, P.E.  
Public Works Director / City Engineer  
City of South Gate  
8650 California Avenue  
South Gate, California 90280-3075

**SUBJECT: Firestone Boulevard Capacity Enhancement change order for additional design services to create Public Art Sculptures at Gateway Locations.**

Dear Mr. Cervantes:

Willdan Engineering (Willdan) is pleased to submit this proposal for designing, fabricating, furnishing and installing six (6) public art sculptures along Firestone Blvd as part of the Firestone Boulevard Capacity Enhancement Project. Willdan and its sub consultant, East Los Streetscapers, will provide the art work related to Firestone Boulevard Capacity Enhancements for \$246,000.

For your consideration, Willdan Engineering has prepared the following summary of extra tasks requested by the City.

### **Project Understanding**

The City would like an artist to design six original sculptures to be placed at six specific locations along Firestone Blvd. Willdan has retained the artist services of Wayne Healy (Artist) of East Los Streetscapers. Mr. Healy will provide the sculpture design, which consists of six metal sculptures on a concrete foundation.

It is understood that maximum design measurements for the sculptures are estimated at 10-foot tall by 6-feet wide by 10-foot long. The exact location of the installations to be determined later by the City.

This proposal is for the design and preparation of construction drawings only. Upon the completion and approval by the City, a follow up proposal will be prepared for fabrication and installation.

Note, it is understood that the Artist will fabricate and install directly and/or work with selected vendor(s). Estimated time for fabrication is 17 weeks, and 6 weeks for installation.

### **Conceptual Design Criteria**

The following elements describe the basis for the art design:

- a. The gateways are enhanced by sculptures along Firestone Blvd.

25

- b. Local industries are Firestone Tires, Boeing - metallic themes
- c. Circular themes from tires and Shultz Steel rocket casings.
- d. Don't focus on the past, look to the future (not the old time look).
- e. Designs are all different.
- f. South Gate Industries include:
  - Firestone Tire and Rubber Company: 1928;
  - A. R. Maas Chemical Company: 1922;
  - Star Roofing (US Gypsum): 1934;
  - Weiser Company Foundry: 1904,
  - GM, Pontiac, Oldsmobile, Buick: 1936.
  - Shultz Steel Company: 1947
- g. Design corridor theme to be curvature, contemporary style.
- h. Synergy: template art work.

### **Scope of Work**

#### Conceptual Design Phase

Artist will meet with City staff to review design images for the 6 locations that celebrate the spaces as gateways. The six include 3 public schools (elementary, Jr High, Sr High), 1 College (ELAC branch), City Hall (industry profile) and Rayo Ave & Firestone Boulevard (IAW City's plan).

#### Preliminary Design Phase

Artist will meet with City staff to review the updated images established in the conceptual design phase. Upon review and comments from the City, Artist will update the designs based on City's input to generate the next phase of the final design.

#### Final Design - Construction Drawings

Upon acceptance of the preliminary design, the Artist will prepare final sculpture designs based on the refinements accepted by the City and pertinent stakeholders. The revised images will incorporate all changes and input required by the City from the preliminary design phase, and will constitute the entire basis for the generation of the engineering drawings for the fabrication of the six sculptures.

The construction plans will include detailed scaled drawings and foundation design for each sculpture along with site plans for their respective locations (6 total).

### **Deliverables**

Provide three sets of drawings for the six sculptures. Stamped and signed with a professional engineer (P.E.) designation in the State of California.

**Schedule for Design**

Artist will commence the six sculpture designs upon receipt of Notice to Proceed from the City. The following is an estimated timeframe for the design and construction drawings phase for the six sculptures.

- Kick Off Meeting ..... Week 1
- Conceptual Design ..... Week 2 through week 4
- Preliminary design ..... Week 5 through week 9
- Final Design ..... Week 9 through week 15

**Fee**

Total fund available .....	<b>\$246,000</b>
~ Design of the Art Sculptures (6 total) .....	<b>\$ 40,000</b>
~ Contract Management and oversight (@15%).....	<b>\$ 6,000</b>
~ Fabrication, Furnishing and Installation of Art Sculptures (6 total).....	<b>\$200,000</b>

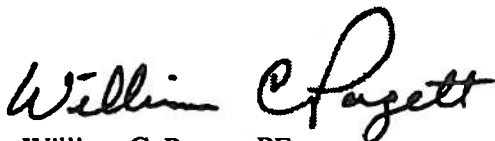
**City Requirements**

1. City shall provide bronze plaque design, production and installation.
2. City shall provide electric power to the electrical junction box located within the perimeter of the artwork floor.
3. The City shall provide land survey and related documents to locate underground structures and dig alerts.
4. If subgrade structures must be moved, replaced or repaired, it shall be solely at City's expense.
5. City will provide all City permits, plan check, and inspections.
6. Additional site preparations not specifically outlined in the Artist

We are requesting your approval of these extra task. We look forward to continuing to work with the City of South Gate. If you have any questions, please contact Tyrone Peter at (714) 393-1963 or [tpeter@willdan.com](mailto:tpeter@willdan.com) or me at (562) 619-4424 or [bragett@willdan.com](mailto:bragett@willdan.com).

Sincerely,

Willdan Engineering



William C. Pagett, PE.

**WILLDAN ENGINEERING**



**AMENDMENT NO. 3  
TO AGREEMENT FOR PROFESSIONAL SERVICES  
WITH WILLDAN ENGINEERING**

**THIS AMENDMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES WITH WILLDAN ENGINEERING**, ("Amendment No. 3"), effective as of the date specified in paragraph 4 hereof, is made and entered into by and between the CITY OF SOUTH GATE ("CITY"), on the one hand, and WILLDAN ENGINEERING ("ENGINEER").

**RECITALS:**

**WHEREAS**, CITY and ENGINEER have previously executed that certain *Agreement for Professional Services* (Contract No. 3068) dated December 16, 2014 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed \$847,813; and

**WHEREAS**, City and ENGINEER have previously executed Amendment No. 1 to Contract No. 3081 dated November 22, 2016 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed \$156,692; and

**WHEREAS**, City and ENGINEER have previously executed Amendment No. 2 to Contract No. 3081 dated July 25, 2017 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed \$246,000; and

**WHEREAS**, CITY desires to expand the scope of work as shown on the ENGINEER's proposal being attached here as part of this Amendment No. 3 (Exhibit A); and

**WHEREAS**, ENGINEER had submitted a cost estimate as part of its proposal (Exhibit A); and

**WHEREAS**, CITY and ENGINEER desire to execute Amendment No. 3 covering said additional Professional Services for an amount not to exceed \$42,820 under the terms and conditions of the Agreement and Amendment No. 3 to said Agreement;

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **MODIFICATION OF ORIGINAL SCOPE OF WORK AND FEES TO BE PERFORMED BY ENGINEER.**
  - a. ENGINEER shall expand its scope of work, fees and services to CITY as shown in its proposal (Exhibit A). Said scope of work and fee proposal is made part of this Amendment No. 3.

**2. EFFECT OF AMENDMENT.**


Except as expressly amended herein, all other terms and conditions of the Agreement and its amendments, attachments, and exhibits thereto, shall remain in full force. CITY reserves the right to augment or reduce the scope of work as CITY deems necessary.

**3. EFFECTIVE DATE.**

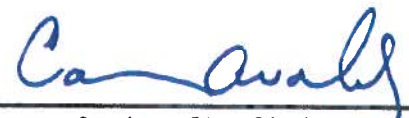
Unless otherwise specified herein, this Amendment No. 3 shall become effective as of the date set forth below on which the last of the parties, whether CITY or ENGINEER, executes this Amendment No. 3.

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

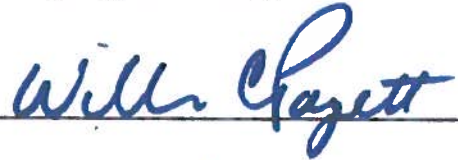
**"CITY"**  
**CITY OF SOUTH GATE**

  
\_\_\_\_\_  
Maria Davila, Mayor  
Dated: 02/13/18

**ATTEST:**

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

**"ENGINEER"**  
**WILLDAN ENGINEERING**

By:   
\_\_\_\_\_  
Dated: 3/7/18

**APPROVED AS TO FORM:**

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



2401 East Katella Avenue, Suite 450  
Anaheim, California 92806  
714/978-8200 fax 714/978-8299  
[www.willdan.com](http://www.willdan.com)

January 31, 2018 (Revised)

Mr. Arturo Cervantes, P.E.  
Public Works Director / City Engineer  
City of South Gate  
8650 California Avenue  
South Gate, California 90280-3075

**SUBJECT: Firestone Boulevard Capacity Enhancement change order for additional design services to create Right Turn and Bus Pockets**

Dear Mr. Cervantes:

Willdan Engineering (Willdan) is pleased to submit this proposal to design two right-turn lane pockets and 5 bus pullouts as part of the Firestone Boulevard Capacity Enhancement Project.

For your consideration, Willdan Engineering has prepared the following summary of extra tasks requested by the City.

#### **Project Description**

The City desires to add two (2) right-turn pockets and Five (5) bus pullouts to the Scope of Services for the Firestone Boulevard Capacity Enhancement project. City has provided conceptual layouts for the right turn pockets on Firestone Blvd at California Avenue and Dearborn Avenue. The right turn pockets are expected to be 75' long with a 60' taper.

The City also desires to modify some of the on-street bus stops to bus pull outs. There are 20 bus stops within the project limits and Willdan will identify 5 locations to be modified.

#### **Right-turn Pockets**

Descriptions of the two-proposed right-turn pocket locations are as follows:

*Eastbound Firestone Blvd at Dearborn Ave:* this location is directly in front of the Firestone Station Post Office. There is approximately 12 feet from the edge-of-curb to the right-of-way limit. Construction impacts: sidewalk, ADA curb ramp and accessible path, street light pole, USPS mailbox, tree, sign (*No Trucks Over 3 Tons*).

*Westbound Firestone Blvd at California Ave.:* there is approximately 15 feet from the edge-of-curb to the right-of-way limit. Construction impacts: 2 traffic signal poles, 1 catch basin, 1 street light pole, one red-light camera pole, sidewalk, ADA curb ramp and accessible path, landscaping, advertisement kiosks

**Bus Pullouts**

Eighteen (18) feet from edge-of-curb to right-of-way limit is needed for a full-width bus pullout, including space for benches and/or bus shelters. At most bus stop locations in the project corridor, 18 feet of width is not available, and acquisition of additional rights-of-way is not feasible. Willdan will do due diligence to comply with the funding requirement but due to ROW constraints, full pullouts will not be possible.

Our initial assessment of the existing twenty (20) bus stop locations within the project limits are as follows:

*Westbound Firestone Blvd. approximately 150 ft. east of Alameda St.:* there is approximately 13 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts: sidewalk, two street light poles, fire hydrant, tree, bus shelter and bus stop sign location, advertisement kiosk, street furniture (bench and trash can).

*Southwest corner of Firestone Blvd and Calden Ave.:* there is approximately 14 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts: sidewalk, ADA curb ramp, catch basin, parkway culvert, two trees, fire hydrant, bus shelter and bus stop sign location, street furniture (bench and trash can), advertisement kiosk, newspaper vending machine, possible interference with utility vaults.

*Northwest corner of Firestone Blvd and Santa Fe Ave.:* the existing bus stop is located between the intersection corner and a driveway approximately 60 feet west of the intersection. There is approximately 13 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts: sidewalk, ADA curb ramp, catch basin, bus shelter and bus stop sign location, street furniture (bench and trash can), advertisement kiosk, possible interference with utility vault.

*Southwest corner of Firestone Blvd and Santa Fe Ave.:* the existing bus stop is located between the intersection corner and a driveway approximately 145 feet west of the intersection. There is approximately 14 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts: sidewalk, ADA curb ramp, traffic signal pole, catch basin, street light pole, bus shelter and bus stop sign location, street furniture (2 benches and trash can), possible interference with utility vaults.

*Northeast corner of Firestone Blvd and Long Beach Blvd.:* there is approximately 13 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts: sidewalk, ADA curb ramp, catch basin, traffic signal pole, bus shelter and bus stop sign location, street furniture (bench and trash can), advertisement kiosk.

*Eastbound Firestone Blvd 90 feet east Long Beach Blvd.:* this bus stop is located between two driveways serving a gas station. There is approximately 13 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts: sidewalk, ADA



curb ramp, traffic signal pole, street light pole, bus shelter and bus stop sign location, street furniture (bench and trash can), newspaper vending machines, pay telephone.

*Northeast corner of Firestone Blvd and Garden View Ave.:* there is approximately 15 feet from edge-of-curb to the right-of-way limit. There is a driveway approximately 100 feet east of Garden View Ave. Pullout construction impacts at this location: sidewalk, ADA curb ramp, traffic signal pole, catch basin, street light pole, bus shelter and bus stop sign location, street furniture (bench and trash can), advertisement kiosk.

*Southwest corner of Firestone Blvd and Garden View Ave.:* there is approximately 14 feet from edge-of-curb to the right-of-way limit. Pullout construction impacts at this location: sidewalk, ADA curb ramp, traffic signal pole, catch basin, bus stop sign location, street furniture (bench and trash can), newspaper vending machines.

*Northeast corner of Firestone Blvd and State St.:* there is approximately 15 feet from edge-of-curb to the right-of-way limit. Pullout construction impacts at this location: sidewalk, ADA curb ramp, traffic signal pole, street light pole, bus shelter and bus stop sign location, street furniture (bench and trash can), advertisement kiosk, newspaper vending machines.

*Southeast corner of Firestone Blvd and State St.:* this bus stop is located between two driveways serving a gas station. There is approximately 14 feet from edge-of-curb to the right-of-way limit. Pullout construction impacts: sidewalk, ADA curb ramp, traffic signal pole, 2 utility cabinets, bus shelter and bus stop sign location, street furniture (bench and trash can), advertisement kiosk, newspaper vending machines, possible interference with utility vaults.

*Westbound Firestone Blvd at Elizabeth Ave. (in front of South Gate High School):* there is approximately 13 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts at this location: sidewalk, bus shelter and bus stop sign location, street furniture (bench and trash can), advertisement kiosk, newspaper vending machine.

*Southwest corner of Firestone Blvd and Elizabeth Ave.:* there is approximately 14 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts at this location: sidewalk, ADA curb ramp, traffic signal pole, street light pole, bus shelter and bus stop sign location, street furniture (bench and trash can), newspaper vending machine.

*Northwest corner of Firestone Blvd and California Ave.:* this bus stop is located between two driveways serving an auto repair business. There is approximately 13 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts at this location: sidewalk, ADA curb ramp, traffic signal pole, bus shelter and bus stop sign location, street furniture (bench and trash can).

***Southwest corner of Firestone Blvd and California Ave.:*** there is approximately 14 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts at this location: sidewalk, ADA curb ramp, traffic signal pole, street light pole, bus shelter and bus stop sign location, street furniture (bench and trash can), advertisement kiosk, newspaper vending machines, potential to encroach on a newly constructed bio swale in front of a Taco Bell restaurant, possible interference with utility vaults. Bus stop at this location will be relocated outside the proposed right turn pocket.

***Northeast corner of Firestone Blvd and San Juan Ave.:*** there is approximately 13 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts at this location: sidewalk, ADA curb ramp, traffic signal pole, light pole, catch basin, tree, bus stop sign location, street furniture (bench and trash can), possible interference with utility vaults.

***Southeast corner of Firestone Blvd and San Juan Ave.:*** there is approximately 14 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts at this location: sidewalk, ADA curb ramp, traffic signal pole, two utility cabinets, bus stop shelter and sign location, street furniture (bench and trash can), advertisement kiosk, newspaper vending machines, possible interference with utility vaults.

***Westbound Firestone Blvd 100 feet west of Otis St.:*** there is approximately 13 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts at this location: sidewalk, ADA curb ramp, traffic signal pole, utility cabinet, bus shelter and bus stop sign location, street furniture (bench and trash can), possible interference with utility vaults.

***Southeast corner of Firestone Blvd and Otis St.:*** this bus stop is located between two driveways serving a gas station. Pullout construction impacts at this location: sidewalk, ADA curb ramp, traffic signal pole, bus stop sign location, street furniture (bench only).

***Eastbound Firestone Blvd approximately 90 feet west of Alexander Ave.*** there is approximately 13 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts at this location: sidewalk, ADA curb ramp, traffic signal pole, bus stop sign location, street furniture (bench and trash can), possible interference with utility vault.

***Westbound Firestone Blvd approximately 110 feet east of Rheem Ave.:*** there is approximately 14 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts at this location: sidewalk, traffic signal pole, bus stop sign location, street furniture (bench and trash can).

**Scope of Work**

Willdan will prepare plans for two right turn pockets on Firestone Blvd at southwest corner of California Ave and northeast corner of Dearborn Avenue and five bus stop locations, including the following design elements:

***Westbound Firestone Blvd. at California Ave.***

- Street Widening
  - Willdan will propose a 11-foot right turn lane
- Curb and Gutter and 10' wide sidewalk
- ADA Curb ramp and continuous accessible path
- Bus Shelter relocation
  - Widening of the street for a right turn pocket will require relocation of the bus shelter. Willdan will propose a new location for the bush shelter and advertisement kiosk just west of the right turn pocket.
- Street furniture relocations
- Impacts to swale within Private property.
  - The existing bio swale at 3480 Firestone Blvd will be impacted by the widening and the construction of a 10-foot sidewalk. Willdan will analyze the impacts and propose modification to existing swale.
- Signal Impact, Streetlights, Signing and Striping
- Willdan will modify currently proposed gateway improvements at this intersection, including landscape, pedestrian lights and Streetlights.
- No storm drain impacts are anticipated and is excluded.

***Eastbound Firestone Blvd. at Dearborn Ave.***

- Street Widening - Willdan will propose a 11-foot right turn lane
- Curb and Gutter and 10' wide sidewalk
- ADA Curb ramp and continuous accessible path
- Street lights, Signing and Striping
- Existing parkway drain and area drain inlet will be protected in place
- Impacts to existing tree
- Willdan will prepare plats, legal descriptions for easement at APN 6210-022-901, South Gate High School, 4100 Firestone Blvd, South Gate

***Bus Pullouts***

Willdan will research existing bus stop locations and will proposed 5 locations to be modified to a bus pullout. Willdan will do due diligence to comply with the funding requirement but due to row constraints, full pull outs will not be possible. The improvements at these locations will include,

- Monolithic curb and gutter and sidewalk
- Concrete bus pad
- Impacts to bus shelter locations, street furniture and advertisement kiosk
- Plan revisions including landscape revisions.

**Deliverables**

Provide Conceptual plan for the bus pullouts, final design plans for two right turn pockets and 5 bus pullout locations, Stamped and signed with a professional engineer (P.E.) designation in the State of California. Revised constructions plans. Specifications and estimates are not included but Willdan will help the City is reviewing contractors cost proposal.

**Schedule for Design**

Willdan will commence the preliminary research, survey and design upon receipt of Notice to Proceed from the City. The following is an estimated timeframe for the design.

- Kick Off Meeting ..... Week 1
- Conceptual Design ..... Week 2
- City Coordination/Review ..... Week 3
- Final Design ..... Week 4 through week 6

City desires to complete the design of Dearborn Ave right turn pocket first to accommodate contractor's construction schedule.

**Fee**

<b>Task 1</b>	<b>Project Management</b>	<b>\$ 2,590</b>
<b>Task 2</b>	<b>Preliminary Task</b> (Field Survey, Site Visit, Research)	<b>\$ 5,347</b>
<b>Task 3</b>	<b>Utility Coordination</b>	<b>\$ 1,070</b>
<b>Task 4</b>	<b>California Ave -Right Turn (Segment 1)</b> (Widening, Signing & Striping, Signal, ADA, lighting, off site imp., landscape, plan revision, Bus Stop relocation)	<b>\$ 16,417</b>
<b>Task 5</b>	<b>Dearborn Ave -Right Turn (Segment 1)</b> (Widening, Signing & Striping, ADA, lighting, Off-site imp., landscape, plan revision, bulb out) Legal Description and Plat (APN 6210-022-901)	<b>\$ 9,816</b> <b>\$ 850</b>
<b>Task 6</b>	<b>Bus Pullouts (5 Locations)</b> (Conceptual Layout for 5 bus pull outs, Concrete pad, sidewalk, lighting, landscape, plan revision) <ul style="list-style-type: none"> <li>• Alameda Street to California Avenue (Segment 1).....</li> <li>• California Avenue to Hunt Avenue (Segment 2).....</li> </ul>	<b>\$ 2,945</b> <b>\$ 2,944</b>
<b>Task 7</b>	<b>Construction Engineering Support</b>	<b>\$ 794</b>

*Jan 31, 2018*

**Assumptions and exclusions**

- City's design requirements are shown in the attached exhibits
- These proposed improvements will be added to the current City's contract with Griffith Company.
- Willdan does not anticipate any improvement to the storm drain structures. No calculations are expected.
- No environmental documentations are included in this proposed scope.
- Right-of-way and easement related work are excluded. It is assumed that the City will acquire the necessary 8-foot easement directly with the property owners.
- Student drop-off striping and related work on Dearborn and Ardmore are excluded.
- Willdan will complete Dearborn Ave Right turn pocket widening design first and submit for construction.

We are requesting your approval of these extra task. We look forward to continuing to work with the City of South Gate. If you have any questions, please contact Tyrone Peter at (714) 393-1963 or [tpeter@willdan.com](mailto:tpeter@willdan.com) or me at (562) 619-4424 or [hpagett@willdan.com](mailto:hpagett@willdan.com).

Sincerely,

Willdan Engineering



William C. Pagett, PE.  
WILLDAN ENGINEERING

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into by and between the **City of South Gate** ("City"), and **Willdan Engineering** ("Consultant") identified in Section 1 hereof.

**RECITALS**

**WHEREAS**, City desires to engage Consultant to perform certain technical and professional engineering services, as provided herein, in connection with that certain project identified as: **DESIGN SERVICES FOR FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENTS, CITY PROJECT NO. 476-TRF, METRO CALL FOR PROJECTS ID NO. F3124;**

NOW, THEREFORE, the parties agree as follows:

1. Parties to the Agreement.

The parties to the Agreement are:

- A. Owner: The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280.
- B. Consultant: Willdan Engineering  
13191 Crossroads Parkway North, Suite 405  
Industry, California 91746

2. Representatives of the Parties and Service of Notices.

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

- A. The principal representative of the City shall be:

Arturo Cervantes, P.E.  
Director of Public Works/City Engineer  
Public Works Department  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280

- B. The principal representative of the Consultant shall be:  
Kenneth C. Taylor  
Willdan Engineering  
13191 Crossroads Parkway North, Suite 405  
Industry, California 91746  
Tel: 800.499.4484  
Fax: 562.695.2120  
ktaylor@willdan.com

C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by mail.

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

3. Description of Work.

City hereby engages Consultant, and Consultant accepts such engagement, to perform the technical and professional services, as needed, set forth in the "Proposal" attached hereto as Exhibit "A." Consultant shall perform and complete, in a manner satisfactory to City, all work and services set forth in Exhibit "A." The Director of Public Works, or the Director of Public Works' designee, shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Director of Public Works.

4. Data Provided to Consultant.

City shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the City's possession, which may facilitate the timely performance of the work described in Exhibit "A."

5. Independent Contractor.

Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City.

6. Consultant's Personnel.

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

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

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

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

7. Compensation.

A. The total compensation to be paid by City to Consultant for as needed work and services described in Exhibits "A" shall be as submitted in the proposal for an amount not to exceed **\$847,813**. Consultant's fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "B" attached hereto and made a part hereof. Notwithstanding anything to the contrary in the proposal, invoices will be processed for payment and paid subject to approval by Director of Public Works and City Council within sixty (60) days from date of receipt by Director of Public Works. Travel expenses (time, mileage, etc.) to attend business meetings and/or any other business associated with as-needed services shall be waived and shall not be shown on the Consultant and sub-consultant's compensation submittal to the City.

8. Indemnity and Insurance.

A. Consultant agrees to indemnify, hold harmless and defend the City, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever incurred in or in any manner arising out of or related to Consultant's negligent acts, errors or omissions, or willful misconduct, or those of its employees or agents. Consultant will deliver to City a certificate of insurance evidencing professional liability insurance coverage in an amount not less than \$1,000,000.

B. (1) The Consultant, at its expense, shall maintain in effect at all times during the performance of work under this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California.

(a) Workers' Compensation and Employer's Liability

- Workers' Compensation-coverage as required by law.
- Employer's Liability-limits of at least \$1,000,000 per occurrence.



(b) Comprehensive General Liability

- Combined Single Limit-\$1,000,000.

The automobile and comprehensive general liability policies may be combined in a single policy with a combined single limit of \$1,000,000. All of the Consultant's policies shall contain an endorsement providing that written notice shall be given to City at least thirty (30) calendar days prior cancellation of the policy, ten (10) days notice if cancellation is due to nonpayment of premium.

(2) Policies providing for bodily injury and property damage coverage shall contain the following:

(a) An endorsement extending coverage to City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Agreement. Such insurance shall be primary insurance as respects the interest of City, and any other insurance maintained by City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.

(b) "Severability of Interest" clause.

(c) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Consultant under the Agreement, including without limitation that set forth in Section 10.A.

(3) Promptly on execution of this Agreement and prior to commencement of any work Consultant shall deliver to City certificates of insurance evidencing all required policies and endorsements to the required policies.

(4) The requirements as to the types and limits of insurance to be maintained by the Consultant are not intended to and shall not in any manner limit or qualify Consultant's liabilities and obligations under this Agreement.

(5) Any policy or policies of insurance that Consultant elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.

9. Termination for Convenience.

The City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City,

become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

10. Termination for Cause.

A. The City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

(1) If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or

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

B. In the event City terminates this Agreement in whole or in part as provided above in paragraph A of this Section 10, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

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

D. If, after notice of termination of the Agreement under the provisions of this Section 10, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 9.

11. Non-Discrimination and Equal Employment Opportunity.

A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, handicap or age. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, handicap or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or

other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection and on file with the Public Works Department.

12. Consultant's Warranties and Representations.

Consultant warrants and represents to City as follows:

A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.

B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. Consultant has no knowledge that any officer or employee of the City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the Consultant, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

13. Subcontracting, Delegation and Assignment.

A. Consultant shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director of Public Works; provided, however, that claims for money due or to become due to Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:

(1) The amount involved, together with Consultant's analysis of such cost or price.

(2) A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of the City.

B. Any assignment, delegation or subcontract shall be made in the name of the Consultant and shall not bind or purport to bind the City and shall not release the Consultant from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Consultant under this Agreement.

14. Ownership of Documents.

All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by Consultant in the course of performing the work required by this Agreement shall, with the exception of any intellectual property rights contained therein, owned or created by Consultant prior to the effective date of this Agreement; and/or created outside the scope of this Agreement, be the property of the City. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City without restriction or limitation on their use. City's reuse of such materials on any project other than the project for which they were originally intended shall be at City's sole risk.

15. Entire Agreement and Amendments.

A. This Agreement supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

B. No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by Consultant hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

C. Consultant acknowledges and agrees that it has consulted with an attorney, or has knowingly foregone the opportunity to do so and executes this Agreement knowingly and voluntarily.

16. Resolution of Disputes.

Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. In the event that the parties cannot reach agreement, parties agree to submit their dispute to non-binding arbitration prior to the commencement of any legal action or suit. The parties are free to choose a mutually agreeable arbitrator; however, in the event of a lack of agreement between the parties, the matter shall be submitted to the American Arbitration Association and be subject to its Commercial Arbitration Rules. Each party shall bear its own costs and fees, and share

equally in the cost of the arbitration fee.

17. Severability

If any provision of this agreement is held by court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

18. Exhibits.

The following exhibit to which reference is made in this Agreement is deemed incorporated herein in their entirety:

Exhibit "A" Proposal dated November 4, 2014  
Exhibit "B" Fee Proposal dated November 20, 2014

19. Governing Law.

This Agreement shall be governed by the laws of the State of California.

20. Effective Date.

Unless otherwise specified herein, this Agreement shall become effective as of the date set forth on which the last of the parties, whether City or Consultant, executes said Agreement.

[Remainder of page left blank intentionally]

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE  
CITY OF SOUTH GATE AND WILLDAN ENGINEERING**

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

"CITY"  
CITY OF SOUTH GATE

By: Henry C. Gonzalez  
Henry C. Gonzalez, Mayor

Dated: 2-18-15

ATTEST:

Carmen Avalos  
Carmen Avalos, City Clerk  
(SEAL)

APPROVED AS TO FORM:

Raul F. Salinas  
Raul F. Salinas, City Attorney

"CONSULTANT"  
WILLDAN ENGINEERING

By: Willer Clayett  
Signature

Sr. Vice Pres.  
Title

Dated: 2/9/15

# EXHIBIT A

## Firestone Boulevard Regional Corridor Capacity Enhancements – Alameda Street to Hunt Avenue, Metro Call for Projects ID No. F3124, City Project No. 476-TRF

### Willdan Engineering – Project Understanding, Approach and Scope of Work

#### PROJECT UNDERSTANDING

As described in the City's Request for Proposal, street improvements on the Firestone Boulevard Regional Corridor Capacity Enhancements from Alameda Street to Hunt Avenue, City Project No. 476-TRF are funded by Metro Call for Projects 2009. The City of South Gate was awarded \$9.4 million in Metro's Proposition C monies to fund the Firestone Boulevard Regional Corridor Capacity Enhancements from Alameda Street to Hunt Avenue, Metro Call for Projects ID.No. F3124, City Project No. 476-TRF. Metro and local funds will be used for design and construction. In addition, \$6 million in Measure R funds are expected to be awarded to the project from the I-710 Corridor Program. The design and construction budget is estimated at \$15.4 million.

The project is a complete rehabilitation of roadway improvements from Alameda Street to Hunt Avenue improvements include, but are not limited to:

- Increase the number of lanes from 4 to 6
- Pavement rehabilitation along with localized removal and replacement of the failed portions of the roadway
- Installation of landscaped and hardscaped medians with drought resistance plants, irrigation system, and lighting system
- Reconstruction of any deficient sidewalk, curb and gutter, driveway approaches, and noncompliant ADA curb ramps
- Street parkway trees without irrigation
- Artistic elements shall be included to enhance the aesthetics of the corridor; two concepts shall be developed for City approval
- Gateway corridor entrance, with entrance monument, at west city limit
- Bus shelters and bus turnouts
- Traffic Signals modifications will include battery backup, pedestrian countdown heads and the ability to upgrade to LED where applicable
- Evaluation of intersections within project limits to determine if new traffic signals are warranted or desirable relative to other proposed project improvements; any new traffic signals will include battery backup, pedestrian countdown heads, and utilize LED for lighting wherever practical.
- Signals would be synchronized between Alameda St. and Hunt Ave. to reduce traffic congestion and improve bus speeds
- Conversion of street lights from series circuit to multiple circuits, and upgrade to LED in areas where a conversion has not been previously implemented
- Peripheral drainage improvements such as utility relocation where applicable
- Signing, striping and replacement of existing detector loops with video detection equipment
- To the maximum extent practical, the design shall emphasize sustainability in pavement technologies, air quality, storm water treatment, water conservation, green streets technologies, complete streets, etc.

The City intends to increase traffic capacity on Firestone Boulevard from two lanes in each direction to three lanes in each direction as well as add raised landscape medians and improve pavement conditions. The project extends approximately 2.5 miles from Alameda Street near the western city boundary, easterly to the recently constructed improvements for the Firestone/Atlantic project and the improvements for the Aspire/Firestone Academy near Hunt Avenue.

Available funding includes 2009 Metro Call-for-Projects project F3124 in the amount of \$9,423,792. Other available funding includes the recently passed Measure R 1710 mitigation funds of \$1.5m for design and \$4.5m for additional construction funding. South Gate currently has \$15.4m available for the design and construction of the project. Willdan prepared both of the successful funding documents and presentation.

In the general plan, Firestone Boulevard is classified as a Boulevard or Primary Arterial with six lanes within the project limits. The crossing street of Long Beach Boulevard is also classified as a Boulevard. Other crossing streets are classified as Avenues or Secondary Arterials. They are State Street and California Avenue. Truba Avenue, Otis Street, and Alexander Avenue are listed as Collector Streets. The intersections with Long Beach Boulevard as well as California Avenue are listed as Enhanced Intersections meaning that additional turn lanes may be ultimately needed at these intersections.

The general plan shows Firestone Boulevard as both truck and transit routes. Field observations and local land use show a high level of truck traffic. Metro Bus Route 115 utilizes Firestone Boulevard as a major corridor starting in Playa Del Rey and ending in Norwalk. Several Metro stops occur within the project limits and many of the crossing streets contain bus routes. Existing bus stop infrastructure is generally blue metallic benches with occasional shaded structures. The recently constructed educational facility on the south side of the street just west of Long Beach Boulevard and Elisabeth Bakery includes a widened drop-off area.

There are no proposed bicycle lanes on Firestone Boulevard per the general plan. Independence Avenue to the north and Southern Avenue to the south are listed for Class II bike lanes, relieving Firestone of needing bicycle lanes. Truba Avenue shows a Class II bike lane to the north of Firestone. Madison, California, and Alexander Avenues are Class III bicycle facilities that cross Firestone Boulevard. The City's draft Bicycle Master Plan, May 2012, describes adding bike lanes if Firestone Boulevard is widened. The proposed bikeways map shows a colored bike lane on Firestone. The conflicts between the two plans need resolving. The City does not intend to include bicycle lanes on Firestone Boulevard at this time.

The funding allocated is to meet automobile traffic needs. The General Plan Mobility Plan labels Firestone Boulevard as a Key City Street/Corridor with Specific Street Standards. It describes a road that is somewhat wider in the future than the current street width. The general plan Firestone Corridor policy states "over time, the Firestone Boulevard right-of-way (including sidewalks) should be widened to accommodate increased traffic and to improve the pedestrian environment". It also states "the City should undertake a streetscape improvement program that includes street trees, wider sidewalks, pedestrian facilities such as benches and bollards, improved crossings". Future development described per the Firestone Corridor should be able to provide the additional widening not included in this project.

We believe it is important to understand both the City's long-term as well as proposed project goals in order to provide the City with the best possible project understanding.

### **PROJECT APPROACH**

Willdan has prepared this proposal with great consideration of the City of South Gate and the community that the project will serve. Because we understand municipal roadway engineering projects and how to apply that knowledge effectively, we have garnered a proven history of successfully implementing many projects within the region and specifically the City of South Gate. This experience-based knowledge allows us to focus on the local community's needs and expectations matching that with the best implementation of design to deliver projects within the funding available. Willdan knows how to work with Metro, Los Angeles County, and Gateway Cities Regional Agencies such as Gateway COG, Southern California Edison, and Central Basin Municipal Water District. Our history with South Gate is long and involves numerous projects of this type as well as other projects that will affect the successful delivery of this project. We know how to work with City staff and how to deliver a project that will exceed expectations.

Willdan will make use of its history with the City and its experience within this project area to provide a strong foundation of background information. This experience includes dealing with various agency entities involved as well as the community and political structure. The approach is to give the City the best value and maximum flexibility to work within available funding to improve Firestone Boulevard.

A significant portion of the project includes existing concrete paving. We know it is important to the City to understand not only future traffic conditions, but to plan for water and sewer line repairs and upgrades and add a fiber connection and reclaimed water line for Central Basin Municipal Water District prior to constructing pavement upgrades.

Our focus will be to give the City in a solid understanding of the overall project components, cost, and potential phasing during the preliminary initial studies/environmental phase. Community input for the widening as well as new landscape medians and other new project features is important in the initial studies phase. This way, when the project moves into the plan preparation phase, changes are minimized and the schedule can move forward in a predictable manner with minimized risk.

The focus in the final design phase will be to work with the City to prepare project plans that minimize construction risk while streamlining the information the City would like shown for the contractor while minimizing design costs.

### **Project Management/Administration/Meetings**

Willdan's knowledge of complete project delivery requirements set it apart in the industry. Our full-service turnkey ability from preliminary concept, funding acquisition, environmental documents, final design, construction support, and management make us able to understand the City's needs and easily support the City's project manager by providing cost- and schedule-effective project implementation and incorporating innovative City strategies through effective standards and code compliance.

Through this knowledge and expertise, Willdan believes we can support and lead South Gate on this project better than any other consultant.

### **Phase I - Preliminary Design**

During the preliminary design phase, Willdan will meet with various City departments and other agencies to confirm project requirements. Agencies will include City Engineering, City Water and Sewer Divisions, Central Basin Municipal Water District, Los Angeles County divisions, Edison, and any dry utility companies that may be affected as determined in the utility search.

The current roadway width is generally 74' with 13' sidewalks on both sides. Parking is allowed on both sides of the street in most locations. The right-of-way width is generally 100' wide. Key parameters when converting from four lanes to six lanes is to work with the City to determine the feasibility of widening Firestone. Adding a raised planted median should generally be 10' minimum width. This will produce traveled way widths of 32' without widening. 32' traveled way width will include at least one 10' lane width. While the 32' width can produce three lanes of travel, the City may find it desirable to widen the road in key high



traffic areas. Any widening will reduce the sidewalk width however. While a raised planted median width of 10' is possible, the City's general plan shows a 14' median. General Plan travel lane widths vary from 11' to 13'.

Per a separate project, a right-turn lane/drop off lane will be added on East Bound Firestone at Otis Avenue for the South Gate Middle School. A second separate project will enhance traffic and pedestrian improvements as part of a Safe Routes to school project. Integrating these three projects together could best be implemented as part of this project (see our proposal for Firestone Boulevard and Otis Street Improvements and Imperial Highway Center Median, City Project No. 496-ST, Federal project No. HSIPL-5257(032) for a concept of the layout for the Firestone Boulevard/Otis Street conflicts).

The traffic study may also show that additional turn lanes would improve traffic movements at Enhanced Intersections or other intersections. Traffic signals, including those recently constructed; street lights; etc. are located such that widening will likely cause relocation or replacement. Any widening will cause relocation of storm drain inlets.

Establishing the best fit of improvements for the available \$15.4m will be key in preliminary design phase. The preliminary phase is also where gaining public support for the design will also be key. Successfully implementing these two items will greatly improve the success of the project and streamline the schedule to allow work to progress in an orderly cost efficient fashion.

Willdan suggests providing three general design concepts to increase the project from four lanes to six lanes in the preliminary phase. A raised planted median would be provided in all three concepts:

1. Striping changes only – pavement would be repaired along with ramps and sidewalks. Signal modifications would be minimal as well as storm drain modifications.
2. Widen up to 3' at the major intersections – widening would occur for approximately 500' either side of the intersections to accommodate turn movements. Sidewalk would be reduced to approximately 10' in these locations. Projects would be designed within the existing right-of-way. This may produce unusual ramp designs. The widening would require modifications to the traffic signals, storm drain inlets, and possibly pavement grades to account for the widening.
3. Widen the entire length up to 3' – sidewalk width would be approximately 10' the entire length. The City may want to review possible right-of-way acquisition in this concept.

Based upon the three concepts, it is assumed the City will take portions of each concept to gain the best value to spend the \$15.4 million into one final concept before proceeding in the final engineering phase (see concept plan illustrating potential alternatives).

Based upon the approved concept, the environmental document can be completed and the preliminary project approved so Phase 2 – Final Design can proceed.

#### **Key Components to be Addressed in Preliminary Design Phase**

##### **Drainage/Storm Water Quality**

No measurable increase in storm water runoff is anticipated. Based upon this and the unlikely event that there will be changes to drainage areas, it is not anticipated that drainage improvements other than relocations will be required. As long as inlet capacity is not reduced and curb heights are not significantly reduced, significant drainage calculations are not anticipated.

There is no anticipated measurable increase in impervious area that would trigger storm water quality improvements. The project should not exceed current Regional Water Quality Control Board limits for Green Streets set at a 10,000-square-foot increase in imperviousness. However, widening the streets may trigger storm water quality treatment as it may change the alignment as well as purpose and intent of the roadway.

The project will, however, likely exceed construction disturbance thresholds that typically trigger preparation of SWPPP.

We believe it will be extremely important to understand the regional significance of this project in relation to evolving storm water quality guidelines. This should include meeting with the City's storm water quality consultant - John Hunter to determine how the project can work within the new permit guidelines.

##### **Roadway Improvements/Striping**

Establishing the project roadway improvements to work within the City's available funds will be a key project component.

The traffic study will generally determine which local side streets can be restricted to right-turn only, allowing medians to be built along Firestone Boulevard. The project aerial topo will provide a base to determine proposed lane widths, widening, turn lanes, etc.

The widening/striping plans will be prepared with the City's general plan requirements in mind including side streets. It is not anticipated that all general plan requirements can be met with available funding. However, we believe it is in the City's best interest to attempt to locate improvements in a manner that will require minimal disruption when City streets are widened in the future to meet general plan requirements.

Understanding multi modal transit such as increased truck or bus traffic, reviewing possible additional bus turnouts for public bus stops as well as schools along the route are key components to designing the proposed improvements. Understanding future bike lane locations on intersecting streets and how they impact the intersections with Firestone are also important to minimize future improvement costs to the City.

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Another key item to approach in the preliminary design phase is reviewing the existing ADA ramps that are non-compliant. There are a number of locations that will require modified standard designs. Many existing ramps along Firestone Boulevard appear to meet current ADA requirements by using modified designs. Many others do not meet current code and may be difficult to bring up to code. However, understanding these ramps and how they can be addressed may have an impact on right-of-way, truck and emergency vehicle turning movements, traffic signal foundation locations, and overall project costs. Any widening will complicate ramp design in order to stay within the existing Right-of-way. Ramp modification will also affect business access in some locations. Understanding these details in the preliminary phase and including in the public outreach will be important. Driveways will also be evaluated to determine if they meet current ADA requirements.

Curb condition and heights should be reviewed during the preliminary phase. Many curb heights along Firestone Boulevard are much greater than 8 inches. The City has been reducing the height where possible on the Firestone/Atlantic project. Evaluating heights should be included as part of the paving strategy to determine the most cost-effective way to implement and change height.

#### **Pavement Strategies**

It is important to understand the strength properties of the existing pavement and subgrade soils to determine how to accommodate proposed improvements, including increases in the Traffic Index due to increased traffic. Heavy bus and truck traffic will be key components in addition to increased average daily traffic (ADT).

The existing pavement is a mix of concrete pavement, asphalt pavement, and asphalt overlay on concrete pavement. The cross section may not be uniform. Gutter widths vary from 0 feet to approximately 6 feet.

Pavement core samples will be taken as well as soils borings for utility trenching and shoring geotechnical needs and will be strategically located to help uncover varying pavement conditions. Non-destructive deflection testing of asphalt concrete pavement should be performed to further understand existing pavement conditions. Areas exhibiting pavement stresses will receive additional evaluation.

The pavement management system report prepared by Willdan this year will be utilized to help determine locations that may need additional pavement improvements beyond grind and overlay.

Strategies will also be evaluated that are not only cost effective but encourage recycling or minimize handling that increases energy requirements and decreases air quality during construction.

Pavement strategies that allow contractors to bid alternative pavement sections where appropriate could further minimize construction costs.

#### **Utilities**

The pavement management system report prepared by Willdan this year will be utilized to help determine locations that may need additional pavement improvements beyond grind and overlay.

Strategies will also be evaluated that are not only cost effective but encourage recycling or minimize handling that increases energy requirements and decreases air quality during construction.

Pavement strategies that allow contractors to bid alternative pavement sections where appropriate could further minimize construction costs (see exhibit illustrating potential median conflicts, typical locations for replacement of water and sewer lines, and location for future recycled water main).

#### **Right-of-Way Acquisition**

Willdan has prepared a map of the existing right-of-way based upon Los Angeles County GIS and assessor's data. According to this research, there are several locations along Firestone Boulevard where right-of-way has not been recorded. We have run into this situation on many previous projects and it is usually just a procedural issue. The City may want to consider adding recording these parcels to the overall project scope.

Our preliminary striping layouts used for preparing this proposal indicate that the property on the north side of Firestone Boulevard immediately west of the Azalea Regional Shopping Center project may need an acquisition or an easement if the City desires three westbound lanes in this area. The Metro funding did not anticipate right-of-way. Willdan is proposing to study alternative layouts to avoid right-of-way impacts at this property. Due to the possibility of right-of-way acquisition, Willdan has added a right-of-way acquisition firm to the team in case the City's preferred design requires additional right-of-way.

#### **Public Relations**

Hundreds of businesses and residences will be affected by this project. On previous projects, Willdan has worked with the City to go door-to-door to businesses to receive project input. Willdan suggests making a public presentation to initially inform the public about the project and receive input. A second meeting would show details of the proposed project. A third meeting would include a Council hearing for preliminary approval and environmental approval. The community can be informed of the meetings through website postings, local newspapers, and community websites. It may also be desirable to set up less formal outreach presentations at key locations such as at the Azalea Shopping Center, Schools or other areas along the Firestone Corridor.

### **Environmental**

Based upon our understanding of the capacity enhancement, there exists the potential to create significant environmental impacts, thus requiring that an initial study (IS) checklist be prepared. We anticipate that CEQA approval will be in the form of a mitigated negative declaration, with mitigation based upon results of the IS and associated technical studies. Willdan, working in close coordination with our technical subconsultants and the City, will prepare an administrative draft IS.

### **Streetscape/Beautification**

The City's general plan has many goals for the Firestone corridor. Due to existing funding constraints, many of these improvements may be delayed to future development projects. Willdan will, however, prepare an overall street beautification plan to show preliminary designs for the medians and relocated street trees. This beautification plan is anticipated to be part of the public presentations and should be a key to gaining public support for the project.

The City desires to create a corridor entrance on the West end near Alameda Street. Plant types and aesthetics will also address longevity, maintenance and as well as drought tolerant and ability to grow healthily with recycled water. Bus Shelters will also be evaluated in the streetscape beautification plan.

The City also desires to create two concepts artistic elements throughout the corridor. Willdan suggests having multiple local artists compete for the two concepts. We have successfully included this approach on the Metro Orange line.

### **Construction Phasing/Staging**

Effective project implementation includes understanding how to phase the project if all necessary funding is not available for construction. Design improvements, especially underground utilities must be considered in the preliminary approach so that if they are added post-surface-improvement-construction, they will not scar recently constructed pavement, traffic improvements, landscaping, etc.

Construction traffic control and staging is typically left to the contractor in South Gate. However, construction staging is often one of the key public concerns for a project of this magnitude. The City may want to have concept traffic control/staging plans prepared as part of the public review process. The City typically requires two lanes of traffic in each direction to be maintained during construction.

### **Project Funding/Budget**

There are potentially more improvements identified in the City's request for proposals and general plan than the available funding. Willdan will prepare concepts that work within currently available funding. Willdan typically assists public agencies, including South Gate, with acquisition of various public funds and is available to assist the City in this area.

### **Phase 2 – Final Design**

Willdan's design staff is likely the most knowledgeable of any consulting firm as it relates to City of South Gate and local and regional agency standards in the project design phase. Willdan, as part of our quality control program, has strong experience and standards for interdisciplinary review so that various disciplines, such as civil, traffic, and utilities, are coordinated. We find this approach extremely successful in not only providing plans that adhere to design standards, but plans that ease the ability of the contractor to construct the project on time and within budget.

Willdan believes that successful design implementation involves solving critical issues during the Phase 1 preliminary design. This helps minimize potential change costs and schedule delays.

### **Construction Phase**

Willdan provides turnkey services from initial conception to construction support and construction management. Our experience allows us to provide quick, well thought-out leadership in the construction implementation phase from bid support to construction meetings and response to RFIs and submittals. We have the expertise needed to quickly respond to questions and provide effective solutions that minimize construction schedule and cost impacts.

## **SCOPE OF WORK**

### **TASK 1 – PROJECT MANAGEMENT**

Willdan will supervise, coordinate, monitor and review design for conformance with City Standards, policies, and procedures. Willdan will be responsible for the following:

- Maintain continuous communication with the City Project Manager, including meetings to review the initial concept plan and project status at 30%, 60%, 90% and 100% completion.
- Provide a Monthly Project Status Report
- Assist staff in making presentations at public meetings on as-needed basis.
- Ensure project delivery on schedule and within budget.

Willdan will coordinate and facilitate regular meetings with City staff and utility companies and other participating agencies, as required, to discuss work progress, schedule, and related issues in order to exchange information, discuss and resolve issues, and to maintain progress of the Project. Willdan will prepare meeting minutes with an action item matrix and agenda which will be distributed to the City, and other attendees or organizations, as required.

Willdan will be required to attend a pre-design meeting with City representatives to review the project in detail. Willdan will determine requirements and procedures for design, ongoing review, and Coordination. In consultation with City representatives, the Willdan will determine relevant issues specific to the Project, design standards, and funding limits. Progress meetings will be held monthly or more frequently if needed, with City staff.

**Deliverables:**

Meeting Schedules, Attendance, Rosters, Matrix, and Minutes  
Detailed Project Schedule  
Monthly Project Reports

**TASK 2 – AGENCY & UTILITY COORDINATION**

Willdan will identify and coordinate with the affected utility companies within the project site as well as adjacent Agencies as necessary. Coordination with the utilities companies will include the following items:

- 1 Prepare an initial request for utility information such as atlas sheets, mapping, or as-built plans. A utility base map will be developed based upon information received from the utility companies.
- 2 Submit 30%, 60%, 90%, and 100% plans to the utility companies for review and comment. Plans will only be distributed to those utility companies with facilities within the immediate project area.
- 3 Coordinate with utility companies to implement upgrade of their facilities (upon their request), as needed, within the project limit.
- 4 Willdan will be responsible for determining any utility upgrades or installations that will be required to service the existing and proposed improvements and to coordinate the installation of all required upgrades with each affected utility company.
- 5 Maintain a contact log.

Willdan will coordinate the project improvements with proximate Improvement projects, the Firestone Boulevard/Otis Street Intersection Improvements and the Safe Route to Schools, Cycle 10 projects. Willdan will coordinate their design as required with the City and other consulting engineers to avoid duplication of effort and integration of the improvements proposed for the three respective projects.

Willdan will conduct a utility investigation within the Project construction limits based on available record information and review utility information to determine the impact of the project on the various utilities, including making contacts with each affected utility company to determine profiles of high hazard/high pressure facilities that may interfere with proposed construction.

The City of South Gate owns its water and sewer lines. At the 60% plan submittal, Willdan will prepare a cost estimate outlining the cost of reconstructing all water and sewerage facilities within the project area versus relocating the affected portions out of the median area only. Based on the available budget, the City will make a determination to either reconstruct its facilities or relocate the affected portions only.

**TASK 3 – PRELIMINARY ENGINEERING**

**3.01 FIELD SURVEY, RIGHT OF WAY**

Consult will perform enough survey which will guarantee accuracy of the final construction plans. Surveying will be in accordance with the following:

- a. The rehabilitation strategy selected will determine the extents of ground survey required. Should proposed improvements impact existing cross-slopes, full street sections and a section analysis will be required to ensure acceptable cross-slopes. The analysis will be performed at 50-foot intervals, driveways, and at approaches to intersections to ensure a proper crown transition.
- b. Willdan will pay close attention to the fact that the existing cross fall on Firestone Blvd. may not be a straight grade. To avoid the removal of the existing structural section of the roadway, the grinding and overlay of the existing street may have to take place at the proposed lane lines. Adequate surveying must be provided for this purpose.

- c. Full street sections include obtaining field data at all control or critical points, such as CL, BCR, ECR, and at any grade breaks between lips of gutters, and/or edges of pavement, and flow lines. Survey of parkway improvements is not foreseen.
- d. Perform field measurements to define and to mark, at the time of design, locations of pavement to be patched, reconstructed, or repaired prior to overlay and record for plotting on plans. Field measurements will be provided by the same experienced pavement engineer who determined the overlay requirements.
- e. Perform field measurements to record locations of existing traffic features and controls to be restored.
- f. Establish right-of-way through record research
- g. Extra right of way may be required at the location of any new traffic signals. Willdan will determine the extent of the required right of way and will prepare all legal descriptions of property to be acquired. The City currently many irrevocable offers on Firestone Boulevard which can be accepted if need for the Project.

**Deliverables:**

Electronic copy of all field survey in AutoCAD, latest format

**3.02 GEOTECHNICAL INVESTIGATIONS AND PAVEMENT REHABILITATION STRATEGIES**

All work identified herein will be performed by a Geotechnical Engineer Registered in the State of California with an expertise in pavement design.

Willdan will conduct geotechnical investigations for the existing pavement as required for the preparation of a rehabilitation program. Willdan will identify in the final scope of work the geotechnical investigations necessary for the Project. The basis of this analysis and report is that the Project streets will receive a grind and overlays with minor reconstruction as needed. Willdan will make a final determination.

Note: Firestone Boulevard was once designated as a State Highway No. 42 and it is anticipated that current pavement consists of 6 inches of AC on PCC.

Geotechnical investigations may include but are not limited to the following:

- Conduct a site specific geotechnical exploration program to define geotechnical conditions for the proposed improvements. Determine the number of borings required and range of depth based on the Project needs.
- If it is in the geotechnical engineer's opinion and determined by him to be necessary, conduct pavement deflection test per Caltrans Method 356 to determine recommended overlay thickness.
- Develop pavement repair strategies and pavement structural design recommendations based on testing results and research of City records.
- Prepare a draft geotechnical report for City review and comment. Submit three copies.
- Incorporate City comments and prepare the Final Geotechnical Report. Submit three copies.
- Pavement recommendations will be based on a value engineering evaluation of life span versus cost for viable strategies to keep the project within budget, and will not cause the construction budget to be exceeded. Willdan (at the City's request and based on his value engineering report) will be subject to revising the recommendations at Willdan's cost, if recommendations that exceed the project budget are made.

**Deliverables:**

Three copies of Draft Geotechnical Report

Three copies of Final Geotechnical Report

**3.03 ENVIRONMENTAL STUDIES**

A Mitigated Negative Declaration is anticipated for the Project; however, Willdan will determine the appropriate levels of environmental clearance. Willdan will prepare the necessary environmental documents when required. Coordination with stake holders and public meetings are required. Willdan will be responsible to publish any and all notices for public hearings and participate in any and all said meetings as deemed necessary by the City. The City will not reimburse Willdan for any costs associated with this item including but not limited to publications, preparation of any meeting materials, revising the document, — etc.

**Deliverables:**

Three copies of Draft Environmental Report

Three copies of Final Environmental Report

### 3.04 TRAFFIC STUDY

Willdan will prepare a Traffic Study to determine existing traffic conditions, patterns, traffic loads, and to aid in the design of the Project to produce the most favorable traffic capacity improvements within budget restraints. This study will include but not limited to:

1. AM, Noon and PM peak-hour manual turning movement counts at each intersection and major driveways within the Project limits.
2. Collect 24-hour ADT count and vehicle classification data at a minimum of two locations.
3. Identification of major trip generators along the median corridor and recommendations for median openings or discussion of where motorists can legally make a u-turn to enter or leave the generator.
4. Overall circulation discussion with proposed median utilizing the City's existing traffic signals.
5. Recommended median width, lane widths and landscape requirements to maximize sight distance in key areas.
6. Recommended location of median openings utilizing the City's existing traffic signals.
7. Recommend turn pocket lengths.
8. Other pertinent design features.
9. Present alternate routes available to developments effected by construction of the median.
10. Traffic collision history review (3 years) to determine the number and type of collisions occurring along the median section.
11. Synchronizing the traffic signals on Firestone Boulevard to improve traffic flow at the posted speed limit.

#### **Deliverables:**

Three copies of Traffic Study

### 3.05 CONCEPT PLANS

Willdan will be required to provide all efforts necessary to achieve the City of South Gate and other Stakeholder approvals of the landscape median concept. Services required include but are not limited to the following:

#### **3.05.01 Draft Median Concept Plans**

The City wishes to implement a signature design along Firestone Boulevard, with a gateway corridor theme at the Westerly entrance to the City. This design will be reflected on major intersections along Firestone Boulevard such as at Long Beach Boulevard, State Street, California Avenue and Otis Street. Willdan will provide two concepts for which themes will be proposed.

1. Reconnaissance - Review existing conditions, traffic circulations, land use, etc. prior to making recommendations to the City. Review and evaluate preliminary median layout concepts developed by the City. Meet with City staff to discuss key issues and make recommendations for improvements. Prepare a memo identifying key issues and solutions.
2. Based on the preliminary median layout, key issues, and driveways and intersection counts, develop a preliminary median concept plan. Locate/plot major business and commercial establishments on layout plan; show typical cross sections. Present concept plan, along with engineering estimates, to the City.
3. Obtain City input and incorporate changes as requested.

#### **Deliverables:**

Memo with Key Issues and Solutions, Three Copies

Draft Median Concept Plans (two Concepts), Three Copies

Engineering Estimate (two Concepts), Three Copies

Revised Draft Median Concept Plans (two Concepts) addressing City comments, Three Copies

#### **3.05.02 Landscape Median Concept Plan**

All work identified herein will be performed under the direction of a certified Landscape Architect.

1. Meet with the City staff to discuss preferred conceptual designs for the landscape portion of the proposed medians.
2. Prepare and present preliminary landscape and architectural layout plans and engineering estimates to the City of South Gate. Include plant palettes, photo simulations and conceptual colored plan views and typical median sections.
3. Revise median and landscape layout plans for public presentation based on the Cities' input and comments.

**Deliverables:**

Engineering Estimate (two Concepts), Three Copies  
Draft Landscape Median Concept Plan, Three Copies  
Presentation Material (Plant Palettes, photo simulation, colored plan views, etc.), Three Copies  
Engineering Estimate, Three Copies

**3.05.03 Public Outreach**

Prior to finalizing the median concept plan, City Council and public input will be considered. Willdan will perform the following:

1. Participate in all public outreach meetings to discuss the Project. Willdan will document the outreach meeting and stakeholder comments.
2. Participate in all presentations to the City Council to discuss the Project. Willdan will document comments from the City Council.

**Deliverables:**

Presentation Material  
Meeting Minutes with list of interested stakeholders and comments

**3.05.04 Final Landscape Median Concept Plans**

Following the conclusion of City, stakeholder, and City Council meetings and input, Willdan will prepare the Final Landscape Median Concept Plans and engineer's estimate. It will contain both the median layout and landscape concepts.

**Deliverables:**

Final Landscape Median Concept Plans (Two Concepts), Three copies

**TASK 4 – PLAN PREPARATION**

Upon approval of the concept plans by the City, the final design phase will be initiated.

Willdan will submit plans, specifications and quantity takeoff estimates at levels of completion of 30%, 60%, 90%, and 100%. City will provide review comments at all design stages. It is expected that 100% plans will be complete and include comments and input from all stakeholders. One set of mylars will be produced after 100% plans are approved by the City.

Plans will conform to City standard plans and CADD standards and be prepared utilizing AutoCAD 2014 software. All plans will be signed by a registered civil or traffic engineer, as appropriate.

The project plan set is expected to include the following:

- a. **Title Sheet/Typical Sections/General Notes:** Sheets will be provided for the project title sheet, sheet index, typical sections, general notes, abbreviations, and master list of construction notes.
- b. **Roadway Plans:** Plans will be prepared at 40 scale. Plans will be double stacked where profiles are not necessary and will include all utility information and the disposition of existing and proposed improvements. For any widening segments, plan and profile sheets will be prepared at 40 scale. The plan will also include limits of removal, utilities base plan, limits of repairs for the pavement, curb and gutter and the ADA ramps.
- c. **Construction Details:** Enlarged details will be included for non-standard construction items, including driveway configuration.
- d. **Storm Drain:** The existing Storm Drain line on Firestone Blvd. is owned and operated by LACFCD. If any of the new median or any other improvements will affect the Storm Drain, Willdan on behalf of the City will secure a permit from the LACFCD. The City will reimburse Willdan for any permit fees paid by Willdan.
- e. **Signing and Striping:** Signing and striping plans will be prepared and meet criteria established in the MUTCD, latest edition. Reestablishment of off-site striping for parking stalls or aisles may be required. Plans will be double-stacked at 40 scale.
- f. **Traffic Signals:** Traffic signals modification/new plans will be prepared at 1"=20' and to the City of South Gate standards.
- g. **Street Lighting:** Street lighting plans at a scale of 1"=40' within the project limits. Coordination with stakeholders is required. These plans will also show the relocation of any existing lighting impacted by widening. A foot candle analysis may be required by the City for the widened intersections.

- h. **Planting & Irrigation:** Plans will be prepared at a scale of 1"=20' for the restoration of private property landscaping and irrigation. Additionally, plans will be prepared for landscaped median islands and street trees as deemed necessary. Trees on the sidewalks will not require irrigation. Median plants will be equipped with irrigation system and a power source to operate it. Any hardscape will be 12" embedded river rock.
- i. **Other plans necessary for the delivery of this project.**

The following is a listing of potential plan sheets:

Title Sheet/General Notes (1 Sheet)

Typical Sections (2 Sheets)

Removal Drawings (7 sheets)

Roadway Plans

- Plan and Profile (4 Sheets) - Driveway, curb return replacement only. No widening.
- Intersection Grid Sheets - 2 only
- Curb Ramp Details (5 Sheets)
- Plan only No Profile (Street and Median Improvement) (4 sheets) - See optional tasks for plan and profile option

Construction Details (2 Sheets)

Storm Drain Plan and Profiles (2 sheets) - No widening. Only minor adjustment at medians

Storm Drain Details (1)

Traffic Engineering Improvement Plans

- Fiber Optic Communications Cable - (Traffic Related) (2 Sheets)
- Signing and Striping (7 Sheets)
- Traffic Signals (9 sheets)
- Street Lighting (6 Sheets)

Landscape Improvement Plans

- Median Hardscape Layout and Construction Plan (10 sheets)
- Landscape Construction Details (2 Sheets)
- Irrigation Plan (10 sheets)
- Planting Plan (10 Sheets)
- Irrigation Installation Details (1 Sheet)
- Planting Installation Details (1 Sheet)

Other Items:

RE File (Relevant Info, survey, quantities, estimates, permits, etc.)

Preparation of Draft SWPPP

Preparation of SUSMP - Medians only

LACFCD Permit

Water/Sewer Replacement cost estimate

**See Tasks below, depends on Agency and Results of Sewer Capacity Analysis**

- Sanitary Sewer Plan and Point Repair Detail Sheet (1 Sheet) - Excluded from Base Fee
- Water, Sewer, Reclaimed - General Notes, Abbreviations, Legend (1 Sheet) - Excluded from Base Fee
- Waterline Improvement Plans (5 Sheets) - Excluded from Base Fee
- Water Details (3 Sheets) - Excluded from Base Fee
- Reclaimed Water Imp Plan/Profile (15 sheets) - Excluded from Base Fee
- Reclaimed Water Details (2 sheets) - Excluded from Base Fee

Willdan will also prepare a SWPPP for the project, comply with all NPDES regulations, and obtain required permits from all of the regulatory agencies. The City will reimburse Willdan for any permit's fees paid on behalf of the City. Permit fee are excluded from the base fee since they are to be determined at a later date.

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**Deliverables:**

Five half-size copies of plan Submittals at 30%, 60%, 90%, and 100% completion milestones  
One full-size Mylar of approved 100% drawings  
Electronic files at every stage in AutoCAD format

**TASK 5 – COST ESTIMATES**

Prepare construction cost estimates to accompany each plan review. Prepare quantity calculations and final construction cost estimates in accordance with City requirements to established Project budget.

**Deliverables:**

Cost estimate at Concept, 30%, 60%, 90% and 100% completion milestones  
Electronic files of 100% cost estimates in MS Excel and PDF file formats

**TASK 6 – SPECIFICATIONS**

Prepare Technical Special Provisions per City requirements for bidding by the City. City will provide boilerplate specifications. Special provisions will be prepared utilizing "Green Book" and Cal Trans formats (latest editions). Provide detailed equipment specifications for asphalt-rubber production.

**Deliverables:**

Special Provisions at the 90% and 100% completion milestones  
Electronic files of 100% specifications in MS Word and PDF file formats  
Special Provisions at the 95% and 100% completion milestones.  
Electronic files of 100% specifications in and Electronic Submittal in MS Word and PDF file formats

**TASK 7 – RIGHT-OF-WAY IMPACT MAPS AND ACQUISITION (Optional Task) - Excluded from Base Fee**

Based upon the record mapping and the proposed improvements, Right-of-Way impact maps may/will be prepared to delineate the extent of any acquisition required, as well as any easements (temporary, subsurface, or slope) within the Project limits. This will provide the basis for plats and legal descriptions to be prepared by Willdan. The City has secured numerous irrevocable offers for Firestone Boulevard. Willdan will communicate with the City staff in regard to the current irrevocable offers. Excluded from Base Fee

**Deliverables:**

Three copies of the Right-of-Way Impact Map  
Three copies of the legal descriptions and plats

**TASK 8 – MONUMENT RESTORATION (Optional Task) - Excluded from Base Fee**

Willdan will field investigate and document the presence of existing centerline ties and survey monuments along the proposed project. Willdan will create an item in the contract bid schedule for the restoration of any monuments. Willdan will:

1. Comply with State requirements for the preservation and/or reestablishment of survey monuments including recordation requirements.
2. Set centerline ties for existing centerline monuments found with no existing ties.
3. Replace centerline ties disturbed by construction.
4. Reset centerline monuments and provide the City with an updated set of centerline tie notes.

Restoration of Monuments (Assume 25 @ 675 Each) - Final Count TBD - Excluded from Base Fee

**Deliverables:**

Provide updated set of centerline tie notes.

**Final PS&E Submittals/QA/QC and Processing**

65% - Submittal Process  
95% - Submittal Process  
100% - Submittal Process

## **BID SUPPORT SERVICES**

### **TASK 9 – CONSTRUCTION BIDDING PHASE SERVICES**

Advise the City on the appropriate response to bidder's technical questions. Prepare plans, specifications and/or quantity estimates to be issued as addendums as the City determines appropriate. Willdan will provide construction bidding phase services during the contract advertising period as follows:

1. Attend pre-bid meeting
2. Assist in Analysis of Bids, as necessary.
3. Log questions and responses to bidders' questions regarding the bid documents.
4. Evaluate need for addendum to bid documents to answer questions raised and prepare addendum if required.

**Deliverables:**

Addendums, as necessary  
Log of bidder inquiries

## **ENGINEERING SUPPORT SERVICES**

### **TASK 10 – PRE-CONSTRUCTION MEETING AND JOB-SITE MEETINGS**

Attend the pre-construction meeting, job walk, and job-site meetings as required over the course of the construction schedule.

### **TASK 11 – RESPOND TO REQUESTS FOR INFORMATION AND SUBMITTALS**

Provide response to contractor's requests for information (RFI) about the plans and specifications forwarded to Willdan by the City. This task includes conferring with the City's Construction Manager regarding the RFI as appropriate. Regularly scheduled construction observation is specifically excluded from this scope of work. It is assumed that ten RFI's will be responded to.

**Deliverables:**

Log requests for information and provide responses

### **TASK 12 – DESIGN ENGINEER'S FILE**

Design Engineer's File: Willdan will compile a Design Engineer's File that will include items of interest such as relevant design calculations, field notes, design survey data, relevant correspondence and the worksheets developed for the material quantity takeoffs necessary for cost estimating.

**Deliverables:**

Provide Design Engineer's File

### **TASK 13 – CONSTRUCTION REVISIONS (Optional Task - TBD) - Excluded from Base Fee**

Upon written authorization from the City, provide engineering design services for revisions to construction documents resulting from changed field conditions. A detailed scope and fee estimate for each revision will be submitted to the City for approval (fees excluded from this scope and estimate). Specific fee authorization is required from the City prior to commencement of work on each revision. Subsequent Change Order documentation and processing will be prepared by the City's Construction Manager and is not included in this scope of work. (Effort To Be Determined, No estimate provided at this time.)

**Deliverables:**

Provide revised construction documents

### **TASK 14 – PREPARE RECORD DRAWINGS (AS-BUILTS)**

Within 60 days following the completion and acceptance of the Project, furnish City a complete set of revised original tracings showing as-built conditions on Mylar. Revisions will be solely based on as-built information provided by the City's Construction Manager and the Contractor. Willdan assumes no responsibility for the accuracy of the information provided by the City's Construction Manager and the Contractor.

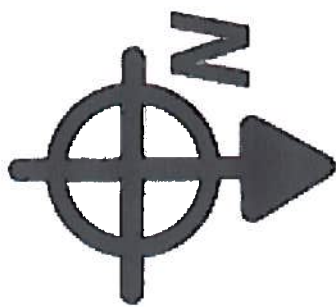
**Deliverables:**

Furnish a complete set of original record drawings on Mylar with electronic copy in AutoCAD format.



**ENGINEERING DESIGN SERVICES - ALL**

		<i>Firestone Boulevard Regional Corridor Capacity Enhancement (476-TRF)</i>		
#	CONSULTANT	TOTAL COST	EST. TOTAL HOURS	AVG. COST PER HOUR (W/O SUB)
1	Willdan Engineering	\$847,813	5966	\$142
4	URS Corporation	\$827,565	5837	\$142
4	JMD	\$888,729	6129	\$145
8	APA Engineering	\$895,056	7152	\$125
AVERAGES:		\$864,791	\$6,271	\$138



Alameda Street

First Segment

California Avenue

Second Segment

Firestone Boulevard

Annetta Avenue

Atlantic Avenue

Third Segment

Rayo Avenue

Firestone Place



Los Angeles River

 **Project Construction Location**

**FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENTS PROJECT**

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**ATTACHMENT E**

	<b>Call for Projects</b>	<b>City Funds**</b>	<b>Prop C LR</b>	<b>Measure R</b>	<b>Measure M</b>	<b>Senate Bill 1</b>	<b>Total</b>	<b>Budget Balance</b>
<b>Project Budget</b>	\$7,071,322	\$754,272	\$3,500,000	\$6,000,000	\$2,000,000	\$932,684	\$20,258,278	\$20,258,278
<b>Future Incoming Budget*</b>		\$409,130					\$409,130	\$20,667,408
<b>Total Project Budget</b>	<b>\$7,071,322</b>	<b>\$1,163,402</b>	<b>\$3,500,000</b>	<b>\$6,000,000</b>	<b>\$2,000,000</b>	<b>\$932,684</b>	<b>\$20,667,408</b>	
<b>Design Phase Soft Cost</b>	\$176,005		\$103,187				\$279,192	\$20,388,216
<b>Design Contract</b>	\$542,600	\$24,117	\$281,096				\$847,813	\$19,540,403
Amendment No. 1	\$110,000		\$46,692				\$156,692	\$19,383,711
Amendment No. 2	\$129,449		\$16,551	\$100,000			\$246,000	\$19,137,711
Amendment No. 3	\$27,413		\$11,727	\$3,680			\$42,820	\$19,094,891
Amendment No. 4	(\$47,835)		(\$10,000)	(\$65,172)			(\$123,007)	\$19,217,898
<b>Construction Management</b>	\$653,347			\$513,345		\$93,335	\$1,260,027	\$17,957,871
<b>Construction Contract</b>	\$4,350,414	\$658,895	\$2,206,449	\$4,131,165	\$1,786,089	\$145,620	\$13,278,632	\$4,679,239
CCO No. 1 (Revised)	\$468,432		(\$38,936)	\$224,530		(\$145,620)	\$508,406	\$4,170,833
CCO No. 2	\$224,370		\$186,925	\$244,653			\$655,948	\$3,514,885
CCO No. 3	\$361,664	\$380,968	(\$273,340)	\$30,000			\$499,292	\$3,015,593
<b>Hildreth Intersection/Student Barrier Improvements</b>		\$90,000		\$135,000			\$225,000	\$2,790,593
<b>Planned Misc. Costs***</b>	\$75,463		\$157,124	\$351,911		\$153,913	\$738,411	\$2,052,182
<b>Contingency/Unused Funds</b>	\$0	\$9,422	\$812,525	\$330,888	\$213,911	\$685,436	\$2,052,182	

\*Future Incoming Budget consists of \$90,000 budgeted for the Hildreth Improvements, \$20,000 budgeted in Water Funds, and \$299,130 planned to be received from East Los Angeles College from their fair share cost of the proposed traffic signal improvements on Calden Avenue.

\*\* City funds include Water Funds and Development Funds that are scheduled to be appropriated to this project.

\*\*\*Planned Misc. Costs include items such as additional construction management, design, staff time, project management, etc.

RECEIVED

DEC 4 2018

# City of South Gate

CITY COUNCIL

Item No. 13

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

5:45pm

## AGENDA BILL

For the Regular Meeting of: December 11, 2018

Originating Department: Public Works

Department Director:

  
Arturo Cervantes

City Manager:

  
Michael Flad

**SUBJECT: ACQUISITION OF STREET FRONTAGE FROM SELA, LLC, DOING BUSINESS AS KIPP CORAZÓN ACADEMY**

**PURPOSE:** The property located at 9325 Long Beach Boulevard is being redeveloped. As a part of the entitlement process, the developer was required to dedicate to the City a two-foot strip of land at the eastern edge of the property for street purposes. The actions below are necessary to accept title to that strip of land from the owner.

**RECOMMENDED ACTIONS:**

- a. Accept the Grant Deed from SeLA, LLC, doing business as KIPP Corazón Academy, to secure title to a two-foot strip of land along the eastern edge of the property located at 9325 Long Beach Boulevard for street purposes, at no cost to the City; and
- b. Authorize the Mayor to execute the Certificate of Acceptance in a form acceptable to the City Attorney.

**FISCAL IMPACT:** None.

**ANALYSIS:** As a part of the entitlement process, conditions are placed on the private developments to the City as a measure to comply with policies in the South Gate General Plan 2035 (General Plan). The development located at 9325 Long Beach Boulevard recently went through the entitlement process. The development is located on a segment of Long Beach Boulevard, at a location where the roadway width does not meet General Plan requirements. As such, the Engineering Division required a roadway dedication. The subject grant deed will provide the additional area necessary to meet minimum road width requirements.

Pursuant to Chapter 5.32 (Street Dedication and Improvement), of Title 5 (Streets and Sidewalks), of the South Gate Municipal Code, the City is authorized to require dedications for street purposes. California Government Code Section 37354 authorizes a City to acquire real property for any public purpose. California Government Code Section 66475 authorizes a city to place exactions on private development such as to dedicate real property for the purpose of streets, alleys, drainage, public utility easements, or other public purposes.

**BACKGROUND:** Roadways are encompassed in the Mobility Element which is to provide a safe, efficient, and adequate transportation system that could meet future transportation demands. The Mobility Element provides specific goals, policies and plans to accommodate multi-modal transportation systems to which adequate roadway ways are important.

1

The Mobility Element created standards for roadways to meet future transportation demands. Standards included roadway widths that could accommodate essential needs for mobility (vehicular, bicycle, and pedestrian), aesthetics and sustainability. In that regard, the Mobility Element defined the desired ultimate width of streets within the City. Long Beach Boulevard has a desired ultimate width ranging from 102 to 104 feet.

The proposed Grant Deed is required to meet the Mobility Element's right-of-way standards. The Grant Deed provides a 2-foot dedication, along Long Beach Boulevard, west side.

**ATTACHMENT:** Grant Deed from SeLA, LLC

GD:lc



**Recording Requested By,  
and When Recorded Mail To,  
and Mail Tax Statements To:**

**CITY OF SOUTH GATE**  
8650 California Avenue  
South Gate, CA 90280  
Attn: City Clerk

**Documentary Transfer Tax:** None.  
This document is exempt from payment of  
documentary transfer taxes pursuant to  
Revenue and Taxation Code § 11922

This document is also exempt from the  
payment of recording fees pursuant to  
Government Code §§ 6103 and 27363

**Assessor's Parcel Number:** 9206-002-020

**Site Address:** 9325 Long Beach Blvd.  
South Gate, CA 90280

## **GRANT DEED**

For valuable consideration, receipt of which is hereby acknowledged, SeLA, LLC, a California limited liability company ("Grantor"), does hereby grant, convey and transfer to the City of South Gate, a California municipal corporation ("Grantee"), all of Grantor's right, title, and interest in and to that certain real property described in Exhibit A and depicted on Exhibit B, each of which are attached hereto and incorporated herein by this reference.

**IN WITNESS WHEREOF**, Grantor has executed this Grant Deed as of December \_\_\_\_, 2018.

**SeLA, LLC**  
a California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**

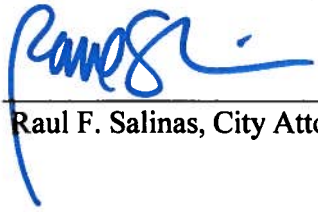
This is to certify that the fee interest in the easternmost two-foot strip of real property located at 9325 Long Beach Boulevard, South Gate, California, conveyed to the City of South Gate, as grantee, under the foregoing Grant Deed by SeLA, LLC, a California corporation, as grantor, is hereby accepted by the Mayor of the City of South Gate on behalf of the City of South Gate pursuant to authority conferred by action of the City Council of the City of South Gate taken on December 11, 2018, and the Grantee consents to recordation thereof by its duly authorized officer.

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

By: \_\_\_\_\_  
Maria Belén Bernal, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**  
  
\_\_\_\_\_  
Raul F. Salinas, City Attorney

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

State of California )  
County of Los Angeles )

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

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

State of California )  
County of Los Angeles )

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

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

State of California     )  
County of Los Angeles )

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION FOR STREET DEDICATION**  
**9325 LONG BEACH BLVD., SOUTH GATE, CA 90280**

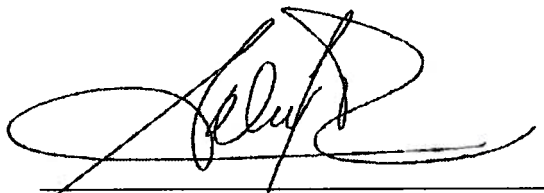
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THAT REAL PROPERTY IN THE CITY OF SOUTH GATE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WESTERLY 2 FEET OF THE EASTERLY 12 FEET OF LOTS 306, 307, 308, 309, & 310 OF TRACT NO. 4753, AS PER MAP RECORDED IN BOOK 50, PAGE 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CONTAINING 485 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.



Armando D. DuPont, L.S. 7780  
June 19, 2018

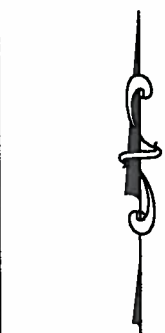


**EXHIBIT "B"**  
**STREET DEDICATION**  
**9325 LONG BEACH BLVD., SOUTH GATE, CA 90280**

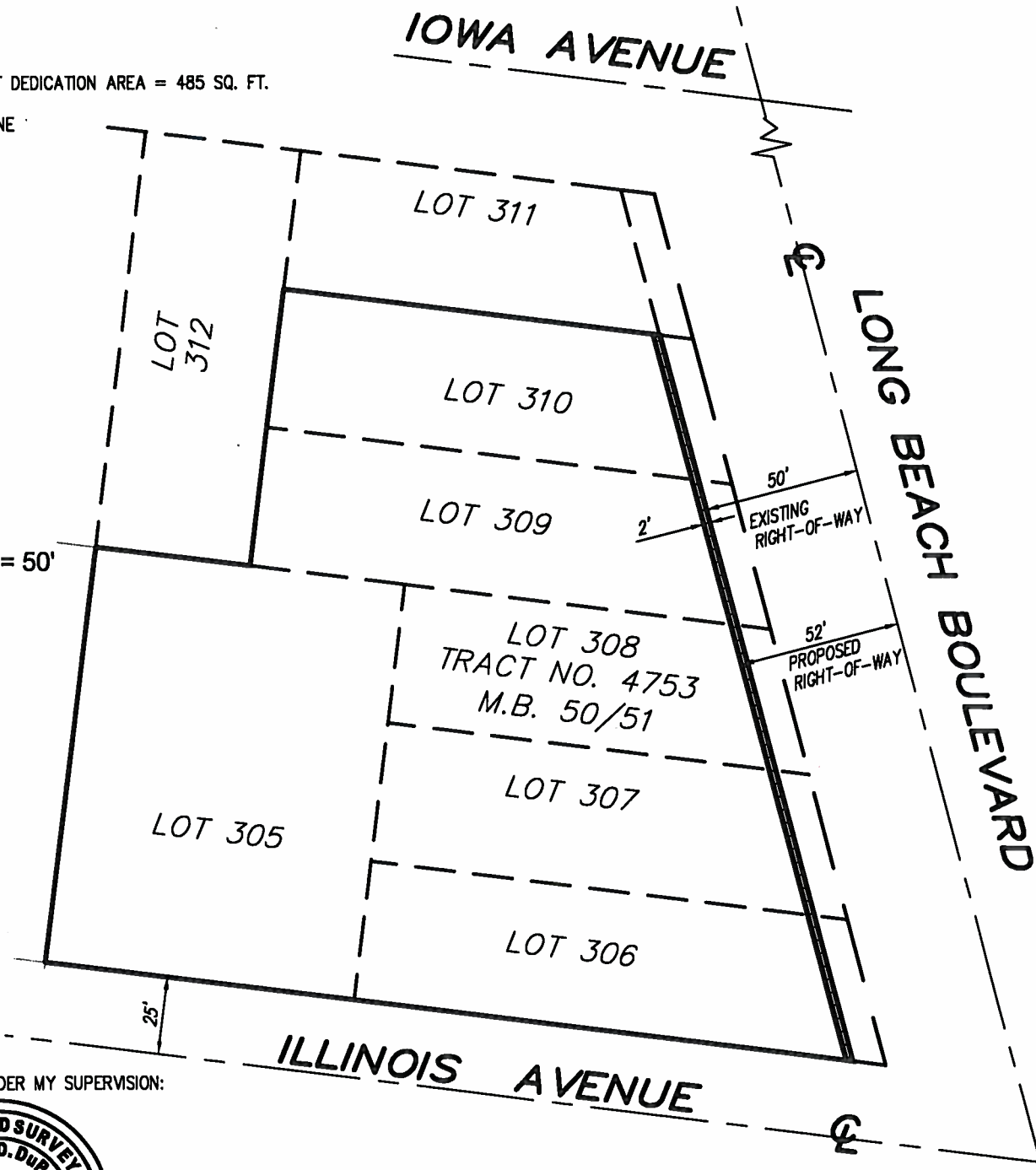
**LEGEND**

 STREET DEDICATION AREA = 485 SQ. FT.

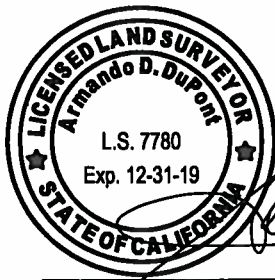
 LOT LINE



SCALE: 1" = 50'



PREPARED UNDER MY SUPERVISION:



Armando D. DuPont, LS 7780

**BASIS OF BEARINGS.**

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CENTER LINE OF LONG BEACH BOULEVARD, BEING N14°35'30"W AS SHOWN ON TRACT NO. 4753 AS PER MAP RECORDED IN BOOK 50 PAGE 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

**CAL VADA**

**SURVEYING, INC.**

411 JENKS CIRCLE, SUITE 205, CORONA, CA. 92880

Los Angeles Denver

PHONE: 951-280-9960

FAX: 951-280-9746

Job No. 16625-1

www.calvada.com

8

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NOV 28 2018

City of South Gate  
CITY COUNCIL

Item No. 14

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

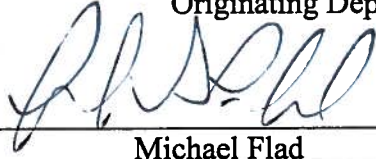
11:30am

AGENDA BILL

For the Regular Meeting of: December 11, 2018

Originating Department: Administration

City Manager:

  
Michael Flad

City Manager:

  
Michael Flad

**SUBJECT: CANCELLATION OF THE REGULARLY SCHEDULED CITY COUNCIL MEETING OF DECEMBER 25, 2018**

**PURPOSE:** To formally cancel the second City Council meeting in December due to City Hall closure for the holiday break.

**RECOMMENDED ACTION:** Cancel the regularly scheduled City Council meeting of Tuesday, December 25, 2018, in observation of City Hall closure for the holiday break.

**FISCAL IMPACT:** None

**ANALYSIS:** None

**BACKGROUND:** The second City Council meeting in December has been dark for decades due to the closure of City Hall for the holiday break. This year, City Hall will be closed the week of December 24, 2018; this action will formalize the cancellation of the City Council meeting of December 25, 2018.

**ATTACHMENT:** None

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NOV 29 2018

Item No. 15

City of South Gate  
CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

5:10pm

AGENDA BILL

For the Regular Meeting of: **December 11, 2018**  
Originating Department: **Administrative Services**

Department Director:

*Jackie Acosta*  
Jackie Acosta

City Manager:

*Michael Flad*  
Michael Flad

**SUBJECT: SECOND WARRANT REGISTER IN DECEMBER 2018**

**PURPOSE:** To authorize the City Council Auditor to review and approve the second warrant register in December 2018 since there will not be a second City Council meeting in December.

**RECOMMENDED ACTION:** Authorize the City Council Auditor to review and approve the second warrant register in December 2018.

**FISCAL IMPACT:** None, however, this action allows for timely payment of the City's obligations.

**ANALYSIS:** If the City were to wait until the first meeting in January 2019 to approve the second December warrant register, vendors would have to wait an extra three weeks to be paid and some invoices would become past due causing the City to pay late fees.

**BACKGROUND:** For several years, the City of South Gate has gone dark for the second City Council meeting in December due to the holidays. However, in order to pay vendors in a timely manner without incurring late fees and penalties or causing undue hardship on vendors, the City has consistently still processed a second warrant register in December and released the checks prior to City Hall closing for the holidays. Therefore, staff is requesting that the City Council authorize the City Council Auditor, Council Member Maria Davila, to review and approve the second warrant register in December 2018. The proposed timeline for the second warrant register is:

Task	Date
Run Checks	Tuesday, December 18, 2018
Submit to City Council Auditor	By end of day, Tuesday, December 18, 2018
City Council Auditor reviews and approves	By end of day, Wednesday, December 19, 2018
Mail Checks	By 2:00 p.m., Thursday, December 20, 2018

The December 19, 2018, warrant register will be placed on the City Council agenda for ratification by the City Council at the regularly scheduled meeting of January 8, 2019.

**ATTACHMENTS:** None.



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Item No. 16

DEC 8 2018

# City of South Gate

CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

9:10am

## AGENDA BILL

For the Regular Meeting of: December 11, 2018

Originating Department: Administration

City Manager:

  
Michael Flad

City Manager:

  
Michael Flad

**SUBJECT:** GOAL SETTING FOR FISCAL YEAR 2018/19

**PURPOSE:** To formally approve the City Council Goals for Fiscal Year 2018/19.

**RECOMMENDED ACTION:** Approve City Council Goals for Fiscal Year 2018/19.

**FISCAL IMPACT:** None.

**ANALYSIS:** None.

**BACKGROUND:** During the regularly scheduled City Council meeting of July 10, 2018, the City Council discussed in detail the City Council expectations of staff, how the City Council works together, and the City Council Goals for Fiscal Year 2018/19; however no action was taken. This item is before the City Council to formally approve the City Council Goals for Fiscal Year 2018/19 as listed below:

### City Council Goals for Fiscal Year 2018/19

1. Improve communications and civic engagement.
  - *Emphasis on expanding electronic media and digital access.*
  - *Emphasis on improving dialogue and relationships with community partners.*
  - *Emphasis on improving internal communication.*
  
2. Continue refining the five-year budget forecast, adopting a responsible budget and funding reserves.
  - *Emphasis on improving internal processes.*
  
3. Encourage economic development and workforce development.
  - *Emphasis on developing former Courthouse building into a workforce development center.*
  - *Emphasis on creating programs to improve youth job readiness.*
  - *Emphasis on creating an economic development planning document and vision for the City.*

4. Continue creating and protecting strong and sustainable neighborhoods.
  - *Emphasis on achieving the goals and objectives in the Tweedy Mile, Hollydale and Gateway Specific Plans.*
  - *Emphasis on maintaining and improving the City's performance in the Beacon program.*
  - *Emphasis on exceptional code enforcement operations.*
  
5. Continue infrastructure improvements.
  - *Emphasis on developing expenditure plans for SBI and Measure M new funding.*
  - *Emphasis on developing a City-wide parking study.*
  
6. Maintain community-based police services.
  - *Emphasis on promoting and building Neighborhood and Business Watch programs.*
  - *Emphasis on mitigating impacts of early release initiatives.*
  - *Emphasis on developing collaborative approaches to address homelessness.*

**ATTACHMENT:** None.

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DEC 5 2018

Item No. 17

City of South Gate  
CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

6:35pm

AGENDA BILL

For the Regular Meeting of: December 11, 2018  
Originating Department: Administration

Department Director:

  
Jackie Acosta

City Manager:

  
Michael Flad

**SUBJECT: CONSIDERATION OF A NEW CUSTOMER SERVICE POSITION**

**PURPOSE:** To make a decision as to the level of customer service desired at City Hall.

**RECOMMENDED ACTION:** The City Council will select one of the following options or provide alternate direction:

- a. Fill the non-CalPERS hourly Clerical Assistant II position in the City Clerk’s Office, as funded at \$16,520 in the FY 2018/19 General Fund budget; **OR**
- b. Create a full-time City Hall Receptionist position to serve as a centralized point of welcome/assistance, at an annual cost of approximately \$60,000; **OR**
- c. Create a non-CalPERS hourly City Hall Receptionist position to serve as a centralized point of welcome/assistance, at an annual cost of approximately \$18,150; **OR**
- d. Create a CalPERS hourly City Hall Receptionist position to serve as a centralized point of welcome/assistance, at an annual cost of approximately \$29,550; **OR**
- e. Create a full-time City Hall Receptionist position to provide customer service at the Community Development/Public Works counter at an annual cost of approximately \$60,000; **OR**
- f. Provide any other direction the City Council deems appropriate.

**FISCAL IMPACT:** The fiscal impact will depend on the option selected. Option “a” has already been budgeted and will have no fiscal impact. All of the other options would require an appropriation of some amount.

**ANALYSIS:** Staff is recommending various options to assist the City Council with determining the level of customer service that they would like to see at City Hall along with the associated costs.

**BACKGROUND:** Every day at City Hall employees encounter members of the public who have come to City Hall for various reasons but are unsure of where to go. Even with wayfinding signage, many patrons still are unsure of which department can handle their concerns. Those patrons often go to the City Clerk’s or City Manager’s offices for assistance, sometimes they go to the Water Customer Service counter or Community Development/Public Works, or sometimes they just stop an employee in the hallway. Additionally, navigating the City’s old, end-of-life phone system with the various service and department menus can be frustrating and cumbersome.

As part of the FY 2018/19 budget process, the City Clerk requested a new, non-CalPERS, hourly Clerical Assistant II position (and some ancillary equipment), which had an estimated cost of \$16,520, to assist with the City's passport application program and provide general assistance. During budget deliberations, much discussion ensued among the City Council about the pros and cons of this position versus a more general customer service position. There was also discussion regarding whether the City should have a centralized or de-centralized customer service program. Currently, there is not one specific, readily-accessible, customer service person at City Hall. Customer service is currently handled on a de-centralized basis with a full-time City Hall Receptionist assigned to the City Manager's Office, three full-time Records Coordinators (one currently vacant) assigned to the City Clerk's Office, as well as four full-time Customer Service Representatives in Water Customer Service and two full-time Business License Clerks in the Business License section that are called on to assist when customers are unsure of where to go. Public Works and Community Development also have counter staff that are routinely at the counter helping customers with their specific needs and often fielding questions. At the conclusion of the budget deliberations, the City Council approved the funding of the new, non-CalPERS, hourly Clerical Assistant II position in the City Clerk's Office, but directed that it not be filled until staff could bring back some customer service options and more discussion could be had.

Staff is now presenting some options for the City Council to consider and discuss regarding how best to provide the optimal level of customer service. The chart below provides more details about the various options provided under the Recommended Actions.

<b>Position</b>	<b>Hourly or Full-Time</b>	<b>Physical Location</b>	<b>Hours per Week</b>	<b>Hours per Day</b>	<b>Cost</b>	<b>Benefits</b>
Clerical Assistant II	Hourly, Non-CalPERS	City Clerk	19.5	4.9	\$16,520	None
City Hall Receptionist	Full-Time	Main Hall	40	10	\$60,000	All*
City Hall Receptionist	Hourly, Non-CalPERS	Main Hall	19.5	4.9	\$18,150	None
City Hall Receptionist	Hourly, CalPERS	Main Hall	29	7.25	\$29,550	Affordable Medical
City Hall Receptionist	Full-Time	CD/PW	40	10	\$60,000	All*

\* All means CalPERS pension, medical, dental, vision, life, LTD, vacation, holidays, etc.

Based on the option selected or alternate direction provided, staff will come back to the City Council with further details and costs about additional needs for the option selected...new workstation construction (if needed), computer equipment required, etc.

**ATTACHMENT:** None

WARRANT REGISTER COUNCIL MEETING 12/11/2018

RECEIVED I

Item No. 18

apChkLst

12/04/2018 8:44:59AM

Final Check List

City of South Gate

Page: 1

DEC 4 2018

Bank : botw BANK OF THE WEST		CITY OF SOUTH GATE OFFICE OF THE CITY MANAGER				Check Total
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid
55	11/26/2018	00004266	U.S. BANK CORPORATE PAY			
0005371		MARRIOTT HOTELS	10/05-07/18 CC/	10/4/2018	HOTEL FOR J.MORALES ATTI	30.00
00004854		SMART & FINAL	028798	10/12/2018	SPECIAL EVENT AZALEA MEE	54.83
00002871		ICC-INTERNATIONAL CODE C	BERRIOS, D.	10/2/2018	INTERNATIONAL CODE COUN	995.00
0011795		GALAXY CAB COMPANY, INC.	10/21/18	10/21/2018	TAXI CAB RICHMOND AIRPOF	40.25
0005480		AMERICAN AIRLINES	CAMPANA,W	10/20/2018	WILLIAM CAMPANA DEPARTL	75.81
0011791		LESLIE'S POOL SUPPLY	10/15/18	10/15/2018	POOL CLEANING SUPPLIES	22.03
00003657		EPC ELECTRIC INC	1802424	7/10/2018	EMERGENCY SERVICE CALL	750.00
0011314		ACTION CLEANUP ENVIRONNA	VACES-1212-61	10/5/2018	REMOVAL OF HAZARDOUS W	500.00
0008551		MULTIQUIP INC.	93147842	10/17/2018	REPAIRS PARTS FOR TWO W	1,181.82
0005295		WALMART	10/17/18	10/17/2018	SPECIAL EVENT HALLOWEEE	45.69
00003936		PD: RIO HONDO COLLEGE	F18-123-ZSGT	9/19/2018	832 PC LAWS OF ARREST TR	106.00
00003936		PD: RIO HONDO COLLEGE	S18-65-ZSGT	1/30/2018	FTO UPDATE TRAINING TUIT	60.00
00005210		PD: CALIBRE PRESS	58567-BEDETTI	10/1/2018	ULTIMATE TRAINING OFFICE	458.00
00005210		PD: CALIBRE PRESS	58567-BERNABI	10/1/2018	ULTIMATE TRAINING OFFICE	458.00
0005481		HILTON HOTELS	10/03-06/18	10/3/2018	SUPERVISORY LEADERSHIP	422.61
0005481		HILTON HOTELS	10/03-06/2018	10/6/2018	SUPERVISORY LEADERSHIP	44.00
00003943		PD: CATO-CAASSOC OF TACI	GONZALEZ,J.&	10/6/2018	CAASS.OF TACTICAL OFFICE	760.00
0011794		CALENDARS.COM	R19801644771	9/25/2018	MONTHLY PLANNER FOR 201	23.52
0005295		WALMART	09/27/18	9/27/2018	SPECIAL EVENT HALLOWEEE	181.73
0005295		WALMART	10/04/18	10/4/2018	SPECIAL EVENT HALLOWEEE	39.60
0005295		WALMART	10/16/18	10/16/2018	SPECIAL EVENT HALLOWEEE	185.09
00003943		PD: CATO-CAASSOC OF TACI	VAJRABUKKA&	10/8/2018	OFFICERS (CATO) TRAINING	760.00
00003943		PD: CATO-CAASSOC OF TACI	HALEY & VEGA	10/8/2018	CAASS. OF TACTICAL OFFICI	760.00
0011750		M-VISION GRAPHICS, INC.	EST# 1055	10/3/2018	GRAPHICS FOR SWAT TRUCI	224.40
00000322		SAM'S CLUB	008628	9/26/2018	REFRESHMENTS-CRIME PRE	37.68
0011780		SQUARETRADE, INC.	026142053223	10/1/2018	4 YEARS EXTENDEND WARR	189.99
0005300		DATA BUSINESS SYSTEMS IN	I131003	10/11/2018	W2 AND 1099 FORMS FOR P/	287.29
00000503		CSMFO	200001162	10/15/2018	SOUTH BAY/CENTRAL LA CH/	20.00
00002789		CDW GOVERNMENT INC	QUOTE# KDDL	10/9/2018	EPSON SJIC18 (K) BLACK CA	82.62
0011706		ANIXTER, INC.	ORD# 19KB10L	10/15/2018	TOP LATCH PLATE	162.00
0005295		WALMART	052446	9/27/2018	SPECIAL EVENT HALLOWEEE	181.73
0005379		JET BLUE	ARAKAWA,D-1	10/4/2018	IACP: BAGGAGE FEE	100.00
0008628		IHOP	10/05/18	10/5/2018	IACP: LUNCH AT IHOP	20.11

Page: 1

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
0005481		HILTON HOTELS	10/08/18	10/8/2018	IACP-DINNER AT HILTON DAV	26.63	
0005293		MICHAELS	09/26/18	9/26/2018	FAMILY VIOLENCE SUPPLIES	57.01	
00002387		PK: GLENDALE CENTRE THEATRE	867420	10/9/2018	ADMISSIONS - "GAMES AFOC	1,200.00	
0005654		CENTER THEATRE GROUP	8907	10/15/2018	DEPOSIT FOR ADMISSIONS	136.00	
00003997		PAPA	095071	10/16/2018	SEMINAR - CONTINUED ED. -	80.00	
0010634		PANTAGES THEATRE	368438	10/16/2018	DEPOSIT ADMISSIONS - "WIC	2,402.00	
0007984		O'REILLY AUTO PARTS	3063-249813	9/25/2018	REPLACEMENT BATTERY FO	125.04	
0008153		TIME WARNER CABLE-	0500034091718	9/17/2018	ACCT# 8448 30 017 0500034 -	182.29	
0008153		TIME WARNER CABLE-	0490384091718	9/17/2018	ACCT# 8448 30 017 0490384 -	102.99	
0008153		TIME WARNER CABLE-	0426263090418	9/4/2018	ACCT# 8448 30 017 0426263 -	1.58	
0008153		TIME WARNER CABLE-	0013582091918	9/19/2018	ACCT# 8448 30 017 0013582 -	149.63	
0011744		SOUTH CHARLES GARAGE	FLAD,M-09/24/1	9/24/2018	PARKING-MFLAD ATTENDING	26.00	
0011745		COLONIAL PARKING	FLAD,M-09/26/1	9/26/2018	PARKING-M.FLAD 09/26/18 AT	20.00	
0011746		JEFFY MART	FLAD,M.-REIMB	9/26/2018	MISCELLANEOUS PURCHASE	32.00	
0006499		SHELL OIL	FLAD,M.-09/27/1	9/27/2018	GAS FOR RENTAL CAR USED	16.06	
0010689		MICROSOFT	FLAD,M- OFC36	10/4/2018	RENEW LICENSE FOR USE C	99.99	
0011696		CHULA VISTA RV RESORT & MFLAD,M.-	10/5-7	10/7/2018	RV PARKING - MFLAD DROVE	88.10	
0011747		ABM UNION STATION WEST	FLAD,M- PARKII	10/17/2018	PARKING FOR WSAB MEETIN	16.00	
0010956		L.A. TIMES	10073645131-09	9/26/2018	09/27/18-10/26/18- MONTHLY I	15.96	
0006828		WINCHELL'S DONUTS	09/27/18	9/27/2018	REFRESHMENTS: MENTAL HI	59.96	
00003996		OFFICE MAX	09/26/18	9/26/2018	OFFICE SUPPLIES-CRIME PR	27.49	
0005626		THE RIBBON LADY	ORD# 18 08060	8/6/2018	FAMILY VIOLENCE-RIBBON A	69.00	
00000322		SAM'S CLUB	008517	10/2/2018	REFRESHMENTS-CRIME PRE	35.37	
0006431		KREIGER SALES	2298	9/25/2018	REPAIRS TO PRESSURE WAS	211.86	
0006932		HARBOR FREIGHT TOOLS	067920	10/3/2018	REPLACEMENT TOOL	7.71	
00000311		COASTLINE EQUIPMENT	526666	10/4/2018	TRACTOR REPLACEMENT PA	143.41	
0005305		PAYPAL	FREEDOM PAR	10/8/2018	ALL WEATHER FLOOR MATS	169.95	
0005305		PAYPAL	AMAUTO PART	10/8/2018	REPLACEMENT TOW HITCH I	20.58	
0005305		PAYPAL	ABERNETHYCH	10/8/2018	REPLACEMENT TOW HITCH I	23.23	
0008910		TEXAS REFINERY CORP.	161977	10/9/2018	TIRE SEAL & PUMP	286.26	
0010585		AUTOZONE STORES, INC.	5488416426	10/9/2018	REPLACEMENT TOOL - FLUII	143.31	
0005295		WALMART	09/26/18	9/26/2018	09/26/18 WALMART BALANCE	132.28	
0005368		PRINTCO DIRECT	81178	9/25/2018	BANNERS - HALLOWEEN FLY	209.48	
0005383		DESCANSO GARDENS	09/27/18	9/7/2018	52 ADMISSIONS ON TOUR DA	520.00	
0005383		DESCANSO GARDENS	09/27/18 - CREC	9/28/2018	CREDIT FOR 6 ADMISSIONS I	-60.00	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
0011488		WINDY CITY	1970367	9/27/2018	GOLF COURSE SPECIAL EVE	3,138.00	
0009649		AT&T	10/21/18-11/20/1	10/20/2018	ACCT# 143648353, 10/21/18-1	116.13	
0006635		NEWEGG.COM	ORD# 29179616	9/27/2018	WALL MOUNTING/MONITOR \	645.32	
0005292		TARGET	10/10/18	10/10/2018	FAMILY VIOLENCE - EMERGE	50.00	
0005293		MICHAELS	10/10/18	10/10/2018	FAMILY VIOLENCE SUPPLIES	53.52	
0005454		RALPHS	10/18/18	10/18/2018	FAMILY VIOLENCE SUPPLIES	505.95	
0008739		LAZ PARKING	FLAD M-09/25/1	9/25/2018	PARKING-MFLAD ATTENDING	30.00	
0009420		SPARKLETT'S	16963364 10181	10/18/2018	10/22/18 - CUST# 7425571169	56.13	
00004234		CHANDLER'S AIR CONDITION	150787	8/13/2018	REPAIR SENIOR CTR ICE MA	340.03	
0005603		TOWN AND COUNTRY RESO	CONF# R12302	10/6/2018	TRAINING MANAGER SEMIN	-111.68	
0011789		GRAND SIERRA RESORT AND	VAJRABUKKA	11/5/2018	TRAINING CONFERENCE DEI	111.87	
0011789		GRAND SIERRA RESORT AND	VAJRABUKKA &	11/5/2018	TRAINING CONFERENCE DEI	111.87	
0008504		PD: EMBASSY CONSULTING	S10/17/18	10/17/2018	GANG EXPERT COURT TEST	40.00	
0008504		PD: EMBASSY CONSULTING	SCASTELLANOS	10/17/2018	TITLE 15 TRAINING FOR JAIL	99.00	
0008504		PD: EMBASSY CONSULTING	SOROZCO	10/18/2018	TITLE 15 TRAINING FOR JAIL	99.00	
0006537		EXPEDIA	PETERSON/SO:	10/18/2018	SWAT SCHOOL LODGING FO	191.86	
0005379		JET BLUE	GONZALEZ/VAJ	10/18/2018	(CATO) TRAINING CONFERE	618.78	
0005379		JET BLUE	PETERSON	10/18/2018	(CATO) TRAINING CONFERE	330.40	
0005379		JET BLUE	PETERSON - TF	10/19/2018	(CATO) TRAINING CONFERE	22.75	
0005379		JET BLUE	GONZALEZ&VA.	10/19/2018	(CATO) TRAINING CONFERE	45.50	
0006537		EXPEDIA	ZARAGOZA-10:	10/4/2018	EVOC TRAINING IN LOMOPOC:	142.17	
0011493		SNAP GEOFILTERS	10/27/18 - 1	10/27/2018	SOCIAL MEDIA FILTERS FOR	52.23	
0011493		SNAP GEOFILTERS	10/27/18 - 2	10/27/2018	SOCIAL MEDIA FILTERS FOR	52.24	
0011493		SNAP GEOFILTERS	10/27/18 - 3	10/27/2018	SOCIAL MEDIA FILTERS FOR	52.35	
0005368		PRINTCO DIRECT	81112	9/20/2018	BROCHURE/FLYERS FOR FAI	161.60	
0005347		AMAZON.COM	112-5528514-33	10/1/2018	PRIZE WHEEL FOR FAMILY D	29.99	
0005305		PAYPAL	BETANCOURT,	10/4/2018	ECO-RAPID SUMMIT FOR ALV	50.00	
0005305		PAYPAL	PEREZ,J	10/11/2018	ECO-RAPID SUMMIT FOR JOI	50.00	
0011748		THE SAUCE CREATIVE	2886	10/11/2018	NEW LOGO POLO SHIRTS-FA	2,322.85	
0005368		PRINTCO DIRECT	81179 - 1	10/16/2018	FAMILY DAY IN THE PARK GIV	3,000.00	
0005368		PRINTCO DIRECT	81179 - 2	10/18/2018	FAMILY DAY IN THE PARK GIV	2,800.00	
0011748		THE SAUCE CREATIVE	2894	10/18/2018	NEW LOGO POLO SHIRT ANE	61.87	
0010312		ABM PARKING	PEREZ,J-PRKG	10/17/2018	PARKING FOR METRO MEETI	8.00	
0008153		TIME WARNER CABLE-	0490491091718	9/17/2018	ACCT# 8448 30 017 0490491-	182.29	
0008153		TIME WARNER CABLE-	0426602091618	9/16/2018	ACCT# 8448 30 017 0426602 -	182.29	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
0005722		HYATT REGENCY	DAVIS,R,-10/06/	10/6/2018	DINNER FOR CHIEF 10/06/18-	61.15	
0011751		ORANGE COUNTY CC CONC.	DAVIS,R,-10/08/	10/8/2018	LUNCH FOR CHIEF 10/08/18-	16.00	
0008153		TIME WARNER CABLE-	0426628092018	9/20/2018	ACCT # 8448 30 017 0426628 .	113.13	
0008153		TIME WARNER CABLE-	0435603090418	9/4/2018	ACCT # 8448 30 017 0435603 .	93.15	
0011796		LONG BEACH CONVENTION C	10/10/18	10/10/2018	LONG BEACH EXPO PARKING	15.00	
0011323		PRO GROWERS, INC.	14917-1	10/16/2018	PLANTS - FRONT OF SWIM C	312.62	
0011001		TORO NURSERY	236252	10/17/2018	CIRCLC PLANTER REPLACE	81.30	
0006423		LOWE'S	10/18/18	10/18/2018	HOCKEY PUCK LOCKS FOR I	96.20	
0011323		PRO GROWERS, INC.	14919-1	10/16/2018	PLANTS - FRONT OF SWIM C	523.41	
0007828		GOT TOWEL'S	09/24/18 - 1	9/24/2018	HOURLY UNIFORMS - DEPOS	500.00	
0007828		GOT TOWEL'S	09/24/18- 2	9/24/2018	HOURLY UNIFORMS - \$ 1,085	587.00	
0005481		HILTON HOTELS	DAVIS,R,- IACP	10/9/2018	LODGING 10/05/18-10/09/18 F	1,816.91	
0005481		HILTON HOTELS	ARAKAWA,D,-IA	10/9/2018	LODGING 10/05/18-10/09/18 F	1,413.00	
0010958		GREEN OLIVE	10/01/18	10/1/2018	LUNCH FOR OCTOBER SCHC	494.99	
0005380		WESTIN MISSION HILLS RES	420420	9/30/2018	MISAC CONFERENCE 2018 LI	155.16	
0011793		HAMRICK SOFTWARE	RCPT# 4095977	9/24/2018	VUESCAN SCANNING SOFTV	89.95	
0008153		TIME WARNER CABLE-	0586017090818	9/8/2018	ACCT # 8448 30 017 0586017 .	590.00	
0008153		TIME WARNER CABLE-	0600966091218	9/12/2018	ACCT # 8448 30 017 0600966 .	104.99	
0010088		ENTERPRISE RENT-A-CAR C	DAVIS,R,-10/09/	10/9/2018	CAR RENTAL FOR CHIEF 10/C	303.07	
0011198		UBER	10/05/18	10/5/2018	IACP: UBER TRANSPORTATIC	25.41	
0011751		ORANGE COUNTY CC CONC.	10/07/18	10/7/2018	IACP: LUNCH AT ORANGE CC	10.50	
0005481		HILTON HOTELS	10/07/18	10/7/2018	IACP:DINNER AT HILTON DAV	37.94	
0005481		HILTON HOTELS	10/06/18	10/6/2018	IACP:DINNER AT HILTON DAV	32.76	
0011751		ORANGE COUNTY CC CONC.	10/08/18	10/8/2018	IACP:LUNCH AT ORANGE CO	20.75	
0005481		HILTON HOTELS	10/09/18 LODGII	10/9/2018	LODGING FOR IACP ANNUAL	121.52	
0005481		HILTON HOTELS	10/09/18	10/9/2018	IACP:BREAKFAST AT HILTON	15.43	
0007802		AIS SPECIALTY PRODUCTS,	II30553.I	9/27/2018	CUSTODIAL SUPPLIES	749.66	
0005368		PRINTCO DIRECT	81209	10/3/2018	MISS SOUTH GATE FLYERS	121.28	
0011792		ENTERPRISE CAR TOLLS	10/19/18	10/19/2018	CAR RENTAL FOR CHIEF 10/I	12.90	
0006537		EXPEDIA	ZARAGOZA-10/	10/2/2018	EVOC TRAINING IN LOMPOC:	710.85	
0008153		TIME WARNER CABLE-	0495151082718	8/27/2018	ACCT# 8448 30 017 0495151 -	119.99	
0008153		TIME WARNER CABLE-	0586090091618	9/16/2018	ACCT# 8448 30 017 0586090 -	205.63	
0005371		MARRIOTT HOTELS	10/05-07/2018	10/4/2018	HOTEL FOR J.MORALES ATTI	487.88	
0005347		AMAZON.COM	111-5052694-97	10/4/2018	CHARGING EQUIPMENT FOR	34.99	
00003730		LEAGUE OF CALIFORNIA CITI	02/13-15/2019	10/11/2018	REGISTRATION FOR 2019 CI	650.00	



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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
		0005722 HYATT REGENCY	10/06/18	10/06/2018	IACP: LUNCH AT HYATT REGE	31.50	
		0006423 LOWE'S	048263	10/10/2018	SPECIAL EVENT TREE LIGHT	231.39	
		00000268 HOME DEPOT CREDIT SERV	5091913	10/10/2018	SPECIAL EVENT TREE LIGHT	187.31	
		00002337 ALBERTSONS	10/12/18	10/12/2018	SPECIAL EVENT AZALEA MEE	58.41	
		0005549 LUCKY	61768	10/16/2018	YOUNG CHEF CLASS SUPPLI	70.29	
		0008906 DOLLAR TREE	017705	10/1/2018	YOUNG CHEF CLASS SUPPLI	2.55	
		0005549 LUCKY	94703	10/1/2018	YOUNG CHEF CLASS SUPPLI	9.53	
		0005295 WALMART	08853	10/8/2018	YOUNG CHEF CLASS SUPPLI	54.77	
		0010571 UBER CONFERENCE	10/06/18	10/9/2018	CONFERENCE CALL SERVICE	133.58	
		0010312 ABM PARKING	10/17/18	10/17/2018	PARKING FOR METRO MEETI	8.00	
		0006251 CROWN TROPHY	13741	9/14/2018	ERC EVENT AWARDS- KICK E	70.04	
		0009367 NETFLIX	10/20/18	10/20/2018	MONTHLY SVCS FOR TEEN C	7.99	
		00003011 IACP	11/01/18-1199Df	9/24/2018	INTERNATIONAL ASS. OF CHI	150.00	
		00002832 HUNTINGTON PARK RUBBER	JC013541	9/25/2018	ADMIN- IA INK STAMP	39.64	
		0007814 JV PRINTING CORPORATION	1483	9/14/2018	SGPD BADGE STICKERS-CRI	441.85	43,900.65
80446	11/29/2018	00004865 SO CALIF EDISON	11/17/18	11/17/2018	BILLING PRD- OCT/NOV 2018	11,262.80	11,262.80
		Voucher:					
80447	12/3/2018	0008846 EZ WAY CATERING	0000100	12/3/2018	CATERED LUNCH FOR SCHO	200.00	200.00
		Voucher:					
80448	12/11/2018	00003502 ABC BATTERY INC.	100179	11/7/2018	9 - BATTERIES FOR UNIT 190	781.24	781.24
		Voucher:					
80449	12/11/2018	00003766 ABEL GLASS & SCREEN	29996	10/16/2018	MIRROR REPLACEMENT IN C	732.99	
		Voucher:	29971	10/2/2018	FIRE EXTINGUISHER CABINE	5.51	
			30049	11/7/2018	ANTI-GRAFFITI FILM	837.90	1,576.40
80450	12/11/2018	00004280 ADAMSON POLICE PRODUCT	INV287627	11/14/2018	DEFTCH 40MM SINGLE LAUN	3,298.68	3,298.68
		Voucher:					
80451	12/11/2018	00003971 ADMINSURE INC.	11582	11/15/2018	WORK COMP CLAIM ADMIN -	9,224.00	9,224.00
		Voucher:					
80452	12/11/2018	00004372 AIRGAS USA, LLC	9081645312	10/23/2018	CARBON DIOXIDE FOR POOL	101.26	
		Voucher:	1601471247	10/31/2018	LATE CHARGES	7.64	
			9082349515	11/7/2018	CARBON DIOXIDE FOR POOL	71.73	305.65
			9081996229	10/31/2018	CARBON DIOXIDE FOR POOL	125.02	
80453	12/11/2018	0011815 AKLIAN LLC	Ref000244313	11/2/2018	UB REFUND CST #00062109 -	62.60	62.60
		Voucher:					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
80454	12/11/2018	00000185	ALL CITY MANAGEMENT SER#57539	11/9/2018	SCHOOL CROSSING GUARD	16,752.00	16,752.00
			Voucher:				
80455	12/11/2018	0011577	ALL PHASE ELECTRIC SUPPL0946-442083	8/28/2018	INVENTORY PO/ LAMPS	1,576.58	
			Voucher:				
			0946-444577	9/19/2018	INVENTORY PO/ LAMPS	1,737.01	
			0946-449249	11/20/2018	SERIES HIGH VOLTAGE STRE	1,311.98	4,625.57
80456	12/11/2018	0011806	ALVAREZ, CIRO	11/14/2018	UB REFUND CST #00061910 -	134.47	134.47
			Voucher:				
80457	12/11/2018	0011807	ALVAREZ, CIRO	11/14/2018	UB REFUND CST #00062260 -	143.77	143.77
			Voucher:				
80458	12/11/2018	0011810	ALVAREZ, CIRO	11/14/2018	UB REFUND CST #00061909 -	148.22	148.22
			Voucher:				
80459	12/11/2018	00003098	AMERINATIONAL COMMUNITY18-00735	9/4/2018	AUG 2018- LOANS BOARDED	109.20	
			Voucher:				
			18-00820	10/1/2018	SEP 2018- LOANS BOARDED	109.20	
			18-00908	11/1/2018	OCT 2018- LOANS BOARDED	112.00	330.40
80460	12/11/2018	0007290	APW KNOX-SEEMAN	11/21/2018	THERMOSTAT AND GASKET I	11.06	
			Voucher:				
			13655937	11/19/2018	OIL AND FUEL FILTERS FOR I	27.27	
			13651476	11/13/2018	HYDRAULIC BRAKE BOOSTE	215.69	
			13631673	11/19/2018	6- LAMPS (PD SPOT LIGHT L	55.85	
			13651495	11/21/2018	GASKETS FOR UNIT 638	20.73	
			13657542		CREDIT FOR RETURNED ITEI	-215.69	
			675419		CREDIT FOR RETURNED ITEI	-50.35	
			673966	11/12/2018	12- OIL FILTERS	25.10	
			13631322	10/23/2018	BLOWER MOTOR WHEEL FO	22.81	
			13566858	11/5/2018	BRAKE HYDRAULIC BOOSTE	215.69	
			13607347	10/25/2018	2- TRANSMISSION COOLER F	18.07	346.23
			13574506	10/27/2018	BILLING PRD- 09/27/18-10/26/	322.29	322.29
80461	12/11/2018	00005075	AT&T	11/16/2018	BILLING PRD- 10/09/18-11/08/	2,197.33	2,197.33
			Voucher:				
80462	12/11/2018	00003692	AT&T MOBILITY	10/26/2018	RESTROOM RENTALS - 2018	1,699.69	1,699.69
			Voucher:				
80463	12/11/2018	00004126	A-THRONE CO INC.	7/31/2018	1 BUTTON AND KEYS FOR CI	84.34	
			Voucher:				
			16951	11/14/2018	ONE "DO NOT DUPLICATE" KI	11.02	
80464	12/11/2018	00000201	ATLANTIC LOCK & KEY	11/24/2018	DUPLICATE FIVE KEYS FOR f	27.56	122.92
			Voucher:				
			16952				
			16960				

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
80465	12/11/2018	0010585	AUTOZONE STORES, INC.	10/31/2018	THROTTLE AIR BYPASS FOR	61.73	
		Voucher:	5488438362	11/1/2018	BEARINGS FOR PARKS TRAIL	24.65	
			5488439221	11/8/2018	3- AIR FILTERS FOR UNIT 19C	36.35	
			5488446601	11/8/2018	MISC CLAMPS AND HOOKS	15.39	
			5488446609	11/8/2018	WIPER BLADES AND MISC FC	55.89	
			5488447003	11/7/2018	BATTERY TERMINALS FOR U	8.80	
			54488445721	11/8/2018	STARTER FOR UNIT 166	105.83	
			5488446589	11/8/2018	FASTENERS	50.13	358.77
80466	12/11/2018	0011336	AVANT-GARDE INC.	10/9/2018	PROF LABOR COMPLIANCE	2,847.50	2,847.50
		Voucher:	5136				
80467	12/11/2018	0005456	BAXTER'S FRAME WORKS AN33468	10/23/2018	FRAMING: PROPERTY CONTI	280.15	280.15
		Voucher:					
80468	12/11/2018	0011811	BIONICOS Y MANGONIADAS Ref000244309	11/14/2018	UB REFUND CST #00052286 -	150.00	150.00
		Voucher:					
80469	12/11/2018	00001872	BLODGETT/BAYLOSIS ASSOC181751	10/26/2018	ENVIRONMENTAL SVRS - KIP	7,050.00	7,050.00
		Voucher:					
80470	12/11/2018	0008396	BLUE DIAMOND MATERIALS 1352738	10/18/2018	PURCHASE OF ASPHALT	347.29	347.29
		Voucher:					
80471	12/11/2018	00002469	BOB BARKER COMPANY UT1000476940	11/5/2018	SUPPLIES FOR JAIL - PILLOW	265.54	265.54
		Voucher:					
80472	12/11/2018	0005450	C & J LIFT TRUCKING INC R-33839	11/7/2018	MONTHLY FORKLIFT RENTAL	964.69	964.69
		Voucher:					
80473	12/11/2018	00000759	CALIFORNIA FRAME & AXLE 52038	11/14/2018	FRONT AND REAR WHEEL AL	100.00	100.00
		Voucher:					
80474	12/11/2018	0011799	CANNADY, ANNA Ref000244297	11/14/2018	UB REFUND CST #00060457 -	37.11	37.11
		Voucher:					
80475	12/11/2018	0011153	CANYON TIRE SALES, INC. 20045781	11/1/2018	TIRE FOR UNIT 218	269.36	269.36
		Voucher:					
80476	12/11/2018	0006239	CENTRAL FORD	11/7/2018	O-RING FOR UNIT 193	17.43	
		Voucher:	326933	11/12/2018	ENGINE MOUNT FOR UNIT 1	82.18	
			327229	11/13/2018	ENGINE MOUNTS FOR UNIT	147.89	
			327254	11/5/2018	GASKET FOR UNIT 291	16.29	263.79
			326820	11/2/2018	UB REFUND CST #00062350 -	160.91	160.91
80477	12/11/2018	0011817	CHANG, JOSEPH Ref000244315				
		Voucher:					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
80478	12/11/2018	0008971	11/06/18	11/06/2018	11/06/2018- PLANNING COMM	125.00	
		Voucher:	11/26/2018	11/26/2018	11/20/2018- PLANNING COMM	125.00	250.00
80479	12/11/2018	0010933	11/06/18	11/06/2018	11/06/2018- PLANNING COMM	125.00	
		Voucher:	11/26/2018	11/26/2018	11/20/2018- PLANNING COMM	125.00	250.00
80480	12/11/2018	00001242	11/26/2018	11/26/2018	11/20/2018- PLANNING COMM	125.00	
		Voucher:	11/06/18	11/06/2018	11/06/2018- PLANNING COMM	125.00	250.00
80481	12/11/2018	0010131	11/06/18	11/06/2018	11/06/2018- PLANNING COMM	125.00	
		Voucher:	11/26/2018	11/26/2018	11/20/2018- PLANNING COMM	125.00	250.00
80482	12/11/2018	0010626	11/26/2018	11/26/2018	11/20/2018- PLANNING COMM	125.00	
		Voucher:	11/06/18	11/06/2018	11/06/2018- PLANNING COMM	125.00	250.00
80483	12/11/2018	0011787	11/14/18 - DIAZ,	11/14/2018	DEPOSIT FOR 2019 UNTAPPE	250.00	
		Voucher:	11/14/18 - BERN	11/14/2018	DEPOSIT FOR 2019 UNTAPPE	250.00	500.00
80484	12/11/2018	0005398	X4-91589	11/12/2018	GAS LEAK DETECTOR	317.41	
		Voucher:	X4-91588	11/12/2018	PROPANE FUEL EVAPORATO	2,685.75	3,003.16
80485	12/11/2018	0009390	5039	11/5/2018	DC DRILLING INC.-ANNUAL B	3,000.00	3,000.00
		Voucher:					
80486	12/11/2018	00001423	B3194577	11/8/2018	LOT MERGER AT 5949 AND 51	239.40	
		Voucher:	B3194586	11/15/2018	NOTICE ZONE TEXT AMENDN	239.40	478.80
			B3194588	11/15/2018	NOTICE ZONE TEXT AMENDN	235.20	714.00
			B3194522	11/15/2018	2018-2019 OTS STEP GRANT	117.60	831.60
			B3193825	11/15/2018	HILDRETH TRAFFIC MITIGATI	541.80	1,373.40
80487	12/11/2018	0008913	DAVID TURCH AND ASSOCIAT0008913	10/24/2018	CONT # 2955. LEGISLATIVE C	2,500.00	2,500.00
		Voucher:					
80488	12/11/2018	00003724	DAVIS BLUE PRINT COMPANYDBP13001	10/17/2018	VINYL STICKERS - FIRESTON	203.67	203.67
		Voucher:					
80489	12/11/2018	00004105	DELL CATALOG SALES LP 10269032829	9/26/2018	LIVE SCAN TONER FOR JAIL	432.53	432.53
		Voucher:					
80490	12/11/2018	00001565	DEPT OF JUSTICE-(DOJ) CEN331824-REISSU	10/3/2018	REISSUE CK# 80404 - SEP 20	439.00	439.00
		Voucher:					
80491	12/11/2018	00007803	DON KELLER COLLISION CEN454	10/1/2018	REPLACE FRONT BUMPER A	1,405.00	1,405.00
		Voucher:					
80492	12/11/2018	00001777	ENGINE PARTS & MACHINE 15854	11/19/2018	SURFACE FLYWHEEL FOR UI	30.00	30.00
		Voucher:					
80493	12/11/2018	0010017	ENTERPRISE FM TRUST FBN3591632	11/3/2018	ADMIN LEASED VEHICLE - NC	1,005.22	1,005.22
		Voucher:	FBN3591356	11/3/2018	PD- LEASED VEHICLES, REF	1,488.03	2,493.25

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
80494	12/11/2018	0011812	EPI CONSTRUCTION INC Ref000244310	11/14/2018	UB REFUND CST #00062271 -	166.09	166.09
			Voucher:				
80495	12/11/2018	00001988	FAIR HOUSING FOUNDATION SEP 2018 - #3	10/10/2018	#3 PERSONNEL REIMBURSEI	1,974.47	
			Voucher:				
			OCT 2018 - #4	11/6/2018	#4 PERSONNEL REIMBURSEI	1,707.90	
			JULY 2018 - #1	8/23/2018	#1 PERSONNEL REIMBURSEI	2,076.79	
			AUG 2018 - #2	9/11/2018	#2 PERSONNEL REIMBURSEI	1,974.56	7,733.72
80496	12/11/2018	00000619	FALCON FUELS, INC. 779193	11/5/2018	REGULAR UNLEADED FUEL	9,131.72	9,131.72
			Voucher:				
80497	12/11/2018	00002026	FEDERAL EXPRESS CORPOR6-342-89825	10/19/2018	FEDEX STANDARD OVERNIG	12.21	
			Voucher:				
			6-336-56371	10/12/2018	FEDEX STANDARD OVERNIG	7.74	
			6-364-73085	11/9/2018	FEDEX FIRST OVERNIGHT/ P	76.76	
			6-364-95266	11/9/2018	FEDEX STANDARD OVERNIG	67.31	164.02
80498	12/11/2018	0010625	FLEETCREW 27038	11/12/2018	OPACITY (SMOKE TEST) FOR	245.00	
			Voucher:				
			26774B	10/31/2018	REPAIR DAMAGED SPECIAL I	935.28	1,180.28
80499	12/11/2018	0008331	FORENSIC NURSE RESPONSE09-15-18-REISS	10/1/2018	REISSUE CK# 80224 SART EX	2,040.00	
			Voucher:				
			10-12-18	11/1/2018	SART EXAM - AGENCY CASE:	1,020.00	3,060.00
80500	12/11/2018	0006579	FORENSIC NURSE SPECIALIS4320-REISSUE	10/1/2018	REISSUE CK#80224 - START I	800.00	800.00
			Voucher:				
80501	12/11/2018	0010237	FRONTIER COMMUNICATION:562-622-5327-1;	11/19/2018	BILLING- 11/19/18-12/18/18	59.25	59.25
			Voucher:				
80502	12/11/2018	00003955	GALLS/QUARTERMASTER 010498942	8/9/2018	UNIFORMS FOR GRAFFITI HC	50.72	
			Voucher:				
			010517485	8/13/2018	UNIFORMS FOR GRAFFITI H	63.95	
			010530265	8/14/2018	UNIFORMS FOR GRAFFITI H	50.72	
			010517484	8/13/2018	UNIFORMS FOR ELECTRICAL	50.72	
			010530264	8/14/2018	UNIFORMS FOR ELECTRICAL	50.72	
			010549806	8/16/2018	UNIFORMS FOR ELECTRICAL	183.28	
			010517486	8/13/2018	UNIFORMS FOR STREET HOI	50.72	
			010517487	8/13/2018	UNIFORMS FOR STREET HOI	50.72	
			010571167	8/20/2018	UNIFORMS FOR SEWER HOL	156.83	708.38
80503	12/11/2018	0008109	GOODIE'S UNIFORM 2018-6182	11/5/2018	UNIFORM AND ACCESSORIE:	572.69	
			Voucher:				
			2018-6119	11/5/2018	UNIFORM AND ACCESSORIE:	661.33	1,234.02
80504	12/11/2018	00002890	GRAINGER 9956521778	11/5/2018	FUEL LEAK DETECTOR	325.45	325.45
			Voucher:				
80505	12/11/2018	00000534	GRANDE VISTA STEEL 161168	11/12/2018	MATERIALS FOR CALIFORNIA	153.30	153.30
			Voucher:				

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
80506	12/11/2018	00002568 Voucher:	HAAKER EQUIPMENT COMPAC47373 C47660	11/12/2018	IMPELLER FOR UNIT #213	2,435.38	
			C47407		CREDIT FOR RETURNED ITEI	-2,435.38	
80507	12/11/2018	00000989 Voucher:	HARRIS & ASSOCIATES 39244	11/21/2018	IMPELLER BEARING FOR UNI	714.19	714.19
				10/22/2018	HSIP C-10 SG MIDDLE SCHO	1,628.00	1,628.00
80508	12/11/2018	0008788 Voucher:	HELPLINE YOUTH COUNSELIJUNE-JULY 201	8/27/2018	RENT - A&STC INVESTMENT:	1,438.00	1,438.00
80509	12/11/2018	00002529 Voucher:	HINDERLITER DE LLAMAS & A0030065-IN	11/16/2018	AUDIT SVRS - TRANSACTION	43.12	43.12
80510	12/11/2018	00000268 Voucher:	HOME DEPOT CREDIT SERVI(8362823 343722	8/8/2018	NEW DRILL IN PACK FOR TRI	226.02	
			8350699	8/16/2018	MATERIALS FOR PD BREAK F	39.79	
			8362895	5/10/2018	GROUNDS MAINTENANCE SI	31.32	
			6260010	10/17/2018	GROUNDS MAINT. SUPPLIES	75.78	
			0351142	10/5/2018	GROUNDS MAINT. SUPPLIES	32.95	
			1351137	11/14/2018	PAINT FOR MAINTENANCE Y/	250.49	
			1344136	11/13/2018	SUPPLIES FOR THANKSGIVIT	98.90	
			2351134	11/13/2018	SERVICE AND REPAIR OF DE	37.32	
			7344019	11/12/2018	PAINT FOR TOOL BOX IN TR	29.57	
			1023576	10/18/2018	GROUNDS MAINT. SUPPLIES	58.06	
			8234738	10/4/2018	GROUNDS MAINT. SUPPLIES	46.13	
80511	12/11/2018	00000647 Voucher:	HONEYWELL INTERNATIONAL5246305883 5246243278	8/8/2018	POOL SUPPLIES	187.52	1,113.85
			5246206994	11/13/2018	HVAC REPAIRS IN THE AZALE	422.88	
			Ref000244318	11/6/2018	RELOCATING AND CALIBRAT	526.08	
80512	12/11/2018	0011820 Voucher:	HORCASITAS, ARTHUR	11/1/2018	HONEYWELL-ANNUAL SVCS	8,540.00	9,488.96
				11/2/2018	UB REFUND CST #00062409 -	171.53	171.53
80513	12/11/2018	00001105 Voucher:	ICMA	11/14/2018	2019 MEMBERSHIP FEE - M. f	1,400.00	1,400.00
80514	12/11/2018	00004578 Voucher:	INTERWEST CONSULTING GF44134	10/9/2018	ICC CERTIFIED PLANS EXAI	142.50	142.50
80515	12/11/2018	00000209 Voucher:	JHM SUPPLY , INC.	11/13/2018	EQUIPMENT REPAIR PARTS	205.12	205.12
80516	12/11/2018	0005586 Voucher:	JOE A. GONSALVES & SONS 157047	11/16/2018	LEGISLATIVE ADVOCACY SEI	2,545.00	2,545.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
80517	12/11/2018	0011814 KALLINI, RAFAAT Voucher:	Ref000244312	11/14/2018	UB REFUND CST #00061725 -	173.58	173.58
80518	12/11/2018	0010099 L.G.P. EQUIPMENT RENTALS, 107246 Voucher:	106008	11/5/2018	CONCRETE FOR MONROE A/	246.38	
			106008A	9/22/2018	07/24/18-08/21/18 - L.G.P. EQL	6,930.82	
				9/22/2018	AUG 2018 - L.G.P. EQUIPMEN	2,995.92	10,173.12
80519	12/11/2018	00005175 LA COUNTY METROPOLITAN 102678 Voucher:	102678	10/31/2018	TAP BUS PASSES - SEP 2018	6,609.00	6,609.00
80520	12/11/2018	0006905 LA COUNTY SHERIFF'S DEPA191406BL Voucher:		11/7/2018	FOOD SERVICE FOR JAIL - O	1,503.15	1,503.15
80521	12/11/2018	00004384 LIEN ON ME, INC. Voucher:	559326205	11/8/2018	OUT PATIENT HOSPITAL/AGU	395.01	
			559325982	10/2/2018	ROBERT ANTHONY, TORRES	4.40	
			559325982-1	10/2/2018	ST FRANCIS MEDICAL CTR	220.46	
			559326204	11/7/2018	ST FRANCIS PATH MEDICAL (	3.88	
			559326204-1	11/7/2018	ST FRANCIS PATH MEDICAL (	25.98	
			559325902	9/12/2018	OUT PATIENT HOSPITAL /CH/	44.06	
			072018CD	9/12/2018	EMERGENCY DEPT VISIT DE:	277.79	
			559325903	9/13/2018	OUT PATIENT HOSPITAL/SOL	161.61	1,133.19
80522	12/11/2018	0011818 LIM, KUN Voucher:	Ref000244316	11/21/2018	UB REFUND CST #00062536 -	161.57	161.57
80523	12/11/2018	00004269 M.L. BERNIE COMPANY INC Voucher:	161651	11/9/2018	TIRE PATCHES AND TIRE REI	184.81	184.81
80524	12/11/2018	0011433 MARK THOMAS & COMPANY, Voucher:	31592	9/20/2018	PROF SVCS - CHAKEMCO ST	820.08	820.08
80525	12/11/2018	0011813 MARTINEZ, CESAR Voucher:	Ref000244311	11/14/2018	UB REFUND CST #00059942 -	166.25	166.25
80526	12/11/2018	0011819 MARTINEZ, JUAN Voucher:	Ref000244317	11/21/2018	UB REFUND CST #00060879 -	161.97	161.97
80527	12/11/2018	0011803 MICHAEL, MAHFOUZ Voucher:	Ref000244301	11/14/2018	UB REFUND CST #00059285 -	106.80	106.80
80528	12/11/2018	00003704 MIRACLE PLAYGROUND SALE804833 Voucher:		10/5/2018	MIRACLE PLAYGROUND SALI	978.49	978.49
80529	12/11/2018	00000170 MISC - PKS & REC REFUND Voucher:	117044 GRUPO	5/14/2018	GRUPO HAY UNA SOLUCION	277.00	277.00
80530	12/11/2018	00000170 MISC - PKS & REC REFUND Voucher:	144273 - RACHC	11/8/2018	144273 - MAINERVA RACHO -	30.00	30.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
80531	12/11/2018	00000170	MISC - PKS & REC REFUND 143777 - BALDC	11/8/2018	143777 - ANITA BALDOMINO -	30.00	30.00
			Voucher:				
80532	12/11/2018	00000170	MISC - PKS & REC REFUND 142172 - JIMENI	11/8/2018	142172 - EMILIA JIMENEZ- RE	30.00	30.00
			Voucher:				
80533	12/11/2018	00000170	MISC - PKS & REC REFUND 143838 SOLIS, ↑	11/8/2018	143838 - MARTHA SOLIS - RE	15.00	15.00
			Voucher:				
80534	12/11/2018	00003664	MISC - SETTLEMENTS LAZARO- 03/15/	3/15/2018	PAYMENT OF SETTLEMENT A	9,000.00	9,000.00
			Voucher:				
80535	12/11/2018	0008506	MUNITEMPS 128879	11/16/2018	HR ANALYST- TAYLOR, TIMO	3,748.50	
			Voucher:				
80536	12/11/2018	00004620	MUTUAL LIQUID GAS & EQUIP362905	11/30/2018	11/12/18-10/22/18 - HR ANALY:	3,629.50	
			Voucher:				
				11/20/2018	PROPANE GAS AND COMPLI/	707.86	
				11/13/2018	PROPANE GAS AND COMPLI/	565.74	
				11/6/2018	PROPANE GAS AND COMPLI/	805.01	
				10/23/2018	PROPANE GAS AND COMPLI/	623.89	
				10/30/2018	PROPANE GAS AND COMPLI/	775.83	
80537	12/11/2018	00000902	NAN MCKAY & ASSOCIATES IINV233980	9/26/2018	HOUSING CHOICE VOUCHER	700.00	3,478.33
			Voucher:				700.00
80538	12/11/2018	00003591	NORTH STAR GRAPHICS 8709	11/12/2018	"OUT OF SERVICE" MAGNET:	467.50	467.50
			Voucher:				



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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
80539	12/11/2018	0007984 O'REILLY AUTO PARTS	3063-259415	11/20/2018	ALTERNATOR FOR UNIT 220	292.16	
		Voucher:	3063-259366	11/20/2018	HOSES FOR UNIT 199	138.37	
			3063-259507	11/21/2018	AIR, TRANS., AND FUEL FILTE	247.00	
			3063-257167	11/8/2018	2- LAMPS FOR UNIT 159	275.25	
			3063-255778	10/30/2018	TRANSMISSION FILTER FOR	19.02	
			3063-255847	10/31/2018	2- FUEL INJECTORS FOR UNI	1,102.50	
			3063-257171	11/8/2018	ELECTRICAL CONNECTOR FI	8.81	
			3063-258286	11/14/2018	FUEL FILTERS FOR PRESSUF	7.13	
			3063-258048	11/12/2018	3- STRAPS FOR UNIT 805 (SE	10.77	
			3063-256020	11/1/2018	BEARINGS FOR PARKS TRAIL	49.59	
			3063-256819	11/6/2018	OIL COOLER LINE FOR UNIT	31.74	
			3063-256866	11/6/2018	BRAKE PADS FOR UNIT 125	57.41	
			3063-25935	11/19/2018	2SETS. BRAKE PADS FOR UN	176.42	
			3063-260509	11/27/2018	ANTENNA FOR UNIT 139	22.04	
			3063-260527	11/27/2018	VALVE COVER GASKET FOR	19.99	
			3063-260718	11/28/2018	BRAKE PADS FOR UNIT 133	75.36	
			3063-256811	11/6/2018	3SETS. BRAKE PADS FOR UN	264.63	
			3063-257991	11/12/2018	BATTERY FOR UNIT 159	137.60	
			3063-260549	11/27/2018	GNITION COIL FOR UNIT 118	32.85	
			3063-258298	11/14/2018	IGNITION LOCK & KEY FOR U	14.73	
			3063-258200	11/13/2018	BRAKE ROTORS AND PADS F	425.54	
			3063-260526	11/27/2018	SPOT MIRROR FOR UNIT 203	41.87	
			3063-256860	11/6/2018	REMOTE BATTERIES	3.48	
			3063-255846	10/31/2018	FUEL INJECTOR FOR UNIT 24	551.25	
			3063-257255	11/8/2018	LAMPS FOR UNIT 409	49.18	
			3063-256920	11/6/2018	2- MUD FLAPS FOR UNIT 284	29.75	
			3063-258122	11/13/2018	PANEL RETAINERS FOR UNIT	23.43	
			4844	11/13/2018	PRINTING CARD AND FORME	267.91	
			4846	11/27/2018	#10 SECURITY ENVELOPES F	389.29	
80540	12/11/2018	00002817 OSCAR'S PRINTING INC.		11/14/2018	UB REFUND CST #00062370 -	105.17	4,107.87
		Voucher:					
80541	12/11/2018	0011802 PACIFIC BRIM HOLDINGS, LLC(Ref000244300		11/14/2018	UB REFUND CST #00062371 -	147.31	147.31
		Voucher:					
80542	12/11/2018	0011809 PACIFIC BRIM HOLDINGS, LLC(Ref000244307		11/16/2018	LABOR ON LASERJET P2015	75.00	75.00
		Voucher:					
80543	12/11/2018	00002769 PARIS LASER PRINTER REPAI25361					
		Voucher:					

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
80544	12/11/2018	00004582 PARKHOUSE TIRE INC Voucher:	1010646115	11/28/2018	4 VALVE STEMS FOR UNIT 28	48.86	48.86
80545	12/11/2018	00002929 PARS Voucher:	41097	9/13/2018	REP FEES FOR FY 2018/19	4,800.00	4,800.00
80546	12/11/2018	0011805 PATEL, SANJAY Voucher:	Ref000244303	11/14/2018	UB REFUND CST #00062241 -	123.36	123.36
80547	12/11/2018	0009569 PCMG, INC. Voucher:	O24622130101	11/6/2018	PRIVACY FILTER WS 24 MON	298.62	298.62
80548	12/11/2018	0011782 PD: BAINES, TYLER Voucher:	1-2430 BAINES,	11/17/2018	TRNG - CALIFORNIA RESTRA	28.27	28.27
80549	12/11/2018	00002527 PD: BROWN, SAMUEL Voucher:	1-2345 BROWN,	11/17/2018	TRNG - SUPERVISORY LEAD	469.00	469.00
80550	12/11/2018	00004549 PD: CAMACHO, NOEMI Voucher:	1-2432 CAMACH	11/17/2018	TRNG - EMOTIONAL SURVIV	25.22	25.22
80551	12/11/2018	00003809 PD: GONZALEZ, JUAN CARLO Voucher:	1-2433 GONZAL	11/17/2018	TRNG - CALIFORNIA ASSOCI	208.63	208.63
80552	12/11/2018	00003755 PD: HALEY, KENNETH Voucher:	1-2433 HALEY, I	11/17/2018	TRNG - CALIFORNIA ASSOCI	546.88	546.88
80553	12/11/2018	0011783 PD: HERRERA, MARIA Voucher:	1-2430 HERREF	11/17/2018	TRNG - CALIFORNIA RESTRA	28.27	28.27
80554	12/11/2018	00002445 PD: JIMENEZ, MAYRA Voucher:	1-2432 JIMENEZ	11/17/2018	TRNG - EMOTIONAL SURVIV	25.22	25.22
80555	12/11/2018	0008649 PD: LOPEZ, MARA Voucher:	1-2425 LOPEZ, I	11/16/2018	TRNG - CALIFORNIA BACKGF	119.57	119.57
80556	12/11/2018	0008712 PD: MARIN, DERRICK Voucher:	1-2433 MARIN, I	11/17/2018	TRNG - CALIFORNIA ASSOCI	114.00	114.00
80557	12/11/2018	00002471 PD: MEDINA, CARLOS Voucher:	1-2432 MEDINA,	11/17/2018	TRNG - EMOTIONAL SURVIV	25.22	25.22
80558	12/11/2018	00003556 PD: MUNOZ, ARMANDO Voucher:	1-2372-2	10/18/2018	TRNG - NATIONAL GANG COI	262.01	262.01
80559	12/11/2018	0009492 PD: PETERSON, ALOYSIUS Voucher:	1-2433 PETERS	11/17/2018	TRNG - CALIFORNIA ASSOCI	114.00	114.00
80560	12/11/2018	0011784 PD: PINEDA, YVETTE Voucher:	1-2430 PINEDA,	11/17/2018	TRNG - CALIFORNIA RESTRA	28.27	28.27

Final Check List  
City of South Gate

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Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
80561	12/11/2018	00004334 PD: VAJRABUKKA, CHRISTOP 1-2433 VAJRABI	11/17/2018	TRNG - CALIFORNIA ASSOCI/	114.00	114.00	
		Voucher:					
80562	12/11/2018	00003619 PD: VEGA, RAFAEL	1-2433 VEGA, R	11/17/2018	TRNG - CALIFORNIA ASSOCI/	336.96	336.96
		Voucher:					
80563	12/11/2018	0011800 RALPH PARTNERS II, LLC	Ref000244298	11/14/2018	UB REFUND CST #00062034 -	58.34	58.34
		Voucher:					
80564	12/11/2018	00000416 RAPID-O-PRINT	16177	11/26/2018	LETTERHEADS - BLUE FOIL -	110.25	
		Voucher:	16172	11/21/2018	BUSINESS CARDS- BLUE LITI	44.10	
			16173	11/21/2018	BUSINESS CARDS- BLUE LITI	44.10	198.45
			0182	7/3/2018	NEW CITY LOGO ROLL OUT F	1,155.00	1,155.00
80565	12/11/2018	0010872 RIVAL CREATIVE, LLC	41466H	11/26/2018	BRAKE AIR CHAMBER FOR U	48.34	48.34
		Voucher:					
80566	12/11/2018	0009447 RWC GROUP	656	11/1/2018	IGNITION MODULE, DIST. CAI	130.03	
		Voucher:	422248	11/26/2018	REBUILT CARBURATOR FOR	350.60	480.63
80567	12/11/2018	00003882 S A RENTERIA AUTO PARTS	08/25/18 CK #20	8/25/2018	REIMB. COMPETITION FEE - I	465.00	465.00
		Voucher:					
80568	12/11/2018	00003152 S.G. POLICE EXPLORER		10/11/2018	SERVICE PART WASHER	238.93	238.93
		Voucher:					
80569	12/11/2018	0008369 SAFETY-KLEEN SYSTEM, INC 78174417	006586	11/26/2018	TREE LIGHTING CEREMONY	200.60	
		Voucher:	1210	11/15/2018	SENIOR CENTER SUPPLIES	264.42	
80570	12/11/2018	00000322 SAM'S CLUB	1192	11/15/2018	RUTH LUNA RETIREMENT AN	169.93	634.95
		Voucher:					
80571	12/11/2018	00000825 SAN BERNARDINO SHERIFF SEVC53789		11/15/2018	TRNG - DRIVER TRAINING (P	1,100.00	1,100.00
		Voucher:					
80572	12/11/2018	0008973 SCOTT ROBINSON CHRYSLER 132691	133002	11/1/2018	2- ENGINE MOUNTS FOR UNI	137.55	
		Voucher:	133424	11/6/2018	FUEL CAP AND BREATHER HI	41.02	
			133705	11/14/2018	RADIATOR HOSE FOR UNIT 1	42.29	
			133285	11/19/2018	POWER WINDOW SWITCH Fi	124.01	
			132905	11/13/2018	HAVC ACTUATOR FOR UNIT	31.16	
				11/5/2018	RACK AND PINION FOR UNIT	703.81	1,079.84
				11/8/2018	SERVICE ON ACCESS SYSTE	139.00	139.00
80573	12/11/2018	00004834 SECURITY SIGNAL DEVICES 478880-S					
		Voucher:					
80574	12/11/2018	0007073 SERGIO'S AUTO UPHOLSTER 1516	1515	11/20/2018	REPAIR HEADLINER FOR UNI	80.00	
		Voucher:		11/18/2018	REPAIR SEAT FOR UNIT 196	175.00	255.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
80575	12/11/2018	00002616 SHRED-IT USA LLC Voucher:	8125938787	10/31/2018	SHREDDING DOCUMENTS - (	72.00	72.00
80576	12/11/2018	0011798 SIQUEIROS, JANET Voucher:	Ref000244296	11/14/2018	UB REFUND CST #00060486 -	24.49	24.49
80577	12/11/2018	0009562 SPECIAL SERVICES GROUP, I12384 Voucher:		11/14/2018	RENEWAL-ANNUAL COVERT	1,200.00	1,200.00
80578	12/11/2018	00004004 SPICERS PAPER, INC. Voucher:	2044928	11/13/2018	INVENTORY PO/ COPY PAPEI	3,189.31	3,189.31
80579	12/11/2018	0009356 SWANA Voucher:	2020-846856	10/1/2018	ANNUAL MEMBERSHIP RENE	253.00	253.00
80580	12/11/2018	0008958 THE ARROYO GROUP Voucher:	AS1-9820	11/8/2018	CONSULTANT SRVS-TWEED)	9,556.00	9,556.00
80581	12/11/2018	0011648 THE PUBLIC RESTROOM COM13300 Voucher:		10/31/2018	REPLACEMENT OF RESTRO	112,740.00	143,364.00
80582	12/11/2018	00003706 THE SALVATION ARMY-BELL SFY 18-19 Q1 Voucher:	13449	11/30/2018	REPLACEMENT OF RESTRO	30,624.00	8,300.40
80583	12/11/2018	00003851 THOMSON REUTERS Voucher:	839200799	11/1/2018	WEST INFORMATION CHARG	394.00	394.00
80584	12/11/2018	0010408 TOURCOACH CHARTER AND 34928 Voucher:	34927	11/26/2018	TRIP TO BROAD MUSEUM - 1	661.65	1,844.60
80585	12/11/2018	00004266 U.S. BANK CORPORATE PAY1 0011138 GREENSPANS DEPARTMENT 10/09/18		11/14/2018	TRANSPORTATION FOR REC	1,182.95	33.00
80586	12/11/2018	0008005 U.S. BANK-PARS ACCT#67460 JANUARY 2019		1/1/2019	PARS SUPPLMNTL RETIREMI	5,618.97	5,618.97
80587	12/11/2018	0008005 U.S. BANK-PARS ACCT#67460 JAN 2019- R.BA		1/1/2019	JAN 2019- RON BATES- PARS	160.00	840.00
80588	12/11/2018	00001928 U.S. POSTAL SVC/PITNEY BOJANUARY 2019		1/1/2019	JAN 2019- M.MOSTAKHAMI - E POSTAGE- JANUARY 2019	680.00	2,500.00
80589	12/11/2018	0005750 UNITED INDUSTRIES	189052-FREIGH	10/19/2018	CREDIT TAKEN ON 11/27/2018	11.12	11.12

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
80590	12/11/2018	0006481	UNITED RECORDS MANAGEMENT0039506	10/31/2018	OCTOBER 2018 - MISC\ PERS	59.54	
		Voucher:	0039502	10/31/2018	OCTOBER 2018 - PERS DOCL	36.48	
			0039503	10/31/2018	OCTOBER 2018 - ACCNT DOC	13.68	
			0039504	10/31/2018	OCTOBER 2018 - AP DOCUMI	37.86	
			0039505	10/31/2018	OCTOBER 2018 - AR DOCUMI	8.88	
			0039507	10/31/2018	OCTOBER 2018 - PAYROLL D	13.68	192.92
			0039501	10/31/2018	OCTOBER 2018 - C001982 DC	22.80	
80591	12/11/2018	00003928	US BANK TRUST N.A.	12/12/2018	DEC 2018 - SERIES 2012 SOU	146,037.50	
		Voucher:	788757000-12/2	12/12/2018	DEC 2018 - 2005 PERS OBLIG	167,703.25	
			94431820-01/2C	1/1/2019	JAN 2019 - 2001 SERIES SG A	115,416.67	429,157.42
80592	12/11/2018	00002650	VALLES AUTO PAINTING & BOCSG1058	11/6/2018	REPAINT COLORCHANGE TO	1,672.35	1,672.35
		Voucher:	Ref000244302	11/14/2018	UB REFUND CST #00059935 -	116.76	116.76
80593	12/11/2018	0011804	VASQUEZ, ARELY	11/14/2018	UB REFUND CST #00061800 -	99.08	99.08
		Voucher:	Ref000244299	11/14/2018	UB REFUND CST #00061800 -	99.08	99.08
80594	12/11/2018	0011801	VELA, MARIO	11/25/2018	BILLING -10/15/2018 - 11/14/2C	55.30	55.30
		Voucher:	05881620	11/25/2018	BILLING -10/15/2018 - 11/14/2C	55.30	55.30
80595	12/11/2018	00000379	VERIZON BUSINESS	9/23/2018	BILLING PRD-08/24/18-09/23/	11,042.88	
		Voucher:	9815236075	10/23/2018	BILLING PRD-09/24/18-10/23/	10,016.59	21,059.47
80596	12/11/2018	00001848	VERIZON WIRELESS	9/14/2018	CONSULTING SVRS - REGION	1,125.00	
		Voucher:	9817108405	10/15/2018	CONSULTING SVRS - REGION	1,787.50	2,912.50
80597	12/11/2018	0005537	VERONICA TAM & ASSOCIATE2413	11/14/2018	UB REFUND CST #00034519 -	10.61	10.61
		Voucher:	2421	11/14/2018	UB REFUND CST #00034519 -	10.61	10.61
80598	12/11/2018	0011797	VILLA, RODOLFO	10/22/2018	ASPHALT, BASE, EMULSION I	226.36	226.36
		Voucher:	Ref000244295	10/22/2018	ASPHALT, BASE, EMULSION I	226.36	226.36
80599	12/11/2018	00002634	VULCAN MATERIALS COMPANY71992259	8/2/2018	LED LIGHT FIXTURE INSTALL	240.57	
		Voucher:	9817108405	8/2/2018	LED LIGHT FIXTURE INSTALL	520.52	761.09
80600	12/11/2018	00004423	WALTERS WHOLESALE ELECS110765566.001	11/8/2018	INVENTORY PO/ JANITORIAL	3,981.79	3,981.79
		Voucher:	S110765566.002	11/8/2018	INVENTORY PO/ JANITORIAL	3,981.79	3,981.79
80601	12/11/2018	00002593	WAXIE'S SANITARY SUPPLY 77852211	10/26/2018	AS NEEDED PROFESSIONAL	25,243.50	25,243.50
		Voucher:	00516250	10/26/2018	AS NEEDED PROFESSIONAL	25,243.50	25,243.50
80602	12/11/2018	00001280	WILLDAN	10/26/2018	PROF SVCS FOR CITY'S STR	3,750.00	3,750.00
		Voucher:	00516250	10/26/2018	PROF SVCS FOR CITY'S STR	3,750.00	3,750.00
80603	12/11/2018	0007005	WILLDAN FINANCIAL SERVICEI010-39553	10/26/2018	PROF SVCS FOR CITY'S STR	3,750.00	3,750.00
		Voucher:	00516250	10/26/2018	PROF SVCS FOR CITY'S STR	3,750.00	3,750.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
80604	12/11/2018	0011808 WITSOE, MARCIA Voucher:	Ref000244306	11/14/2018	UB REFUND CST #00062594 -	146.21	146.21
80605	12/11/2018	00000058 XEROX CORP Voucher:	157361893	11/8/2018	COPY MACHINE SUPPLIES	19.00	19.00
80606	12/11/2018	0006745 XTREME AUTOBODY Voucher:	1717	11/5/2018	BODY REPAIR AND PAINT O	1,499.38	
			1725	11/12/2018	REMOVE AND RETINT WINDC	180.00	
			1722	11/8/2018	BODY REPAIR AND PAINT- UN	1,495.78	3,175.16
80607	12/11/2018	00003442 YOUNGBLOOD & ASSOCIATE:3504A Voucher:	Ref000244314	11/2/2018	PRE-EMPLOYMENT POLYGR	600.00	600.00
80608	12/11/2018	0011816 ZELAYA, GERONIMA Voucher:	Ref000244314	11/21/2018	UB REFUND CST #00053085 -	73.75	73.75
11302018	11/30/2018	00004309 AMERIFLEX Voucher:	NOVEMBER 201	11/30/2018	NOVEMBER 2018- ACH DEBI	1,609.22	1,609.22
<b>Sub total for BANK OF THE WEST:</b>						<b>905,070.14</b>	

165 checks in this report.

**Grand Total All Checks: 905,070.14**

*Void Checks*

Bank code: botw  
(none)

WARRANT REGISTER COUNCIL MEETING 12/11/2018

PART II a

apChkLst  
11/28/2018 12:49:14PM

Final Check List  
City of South Gate

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
80443	11/29/2018	0009920	OCSE CLEARINGHOUSE SDU Ben243995	11/29/2018	GARNISHMENT - AR CHILD S	324.00	324.00
		Voucher:					
80444	11/29/2018	0008951	SENCION, CARMEN Ben243993	11/29/2018	SPOUSAL SUPPORT-E. SENC	553.85	553.85
		Voucher:					
80445	11/29/2018	0008005	U.S. BANK-PARS ACCT#67460 Ben243991	11/29/2018	PARS 11.87%: PAYMENT	749.66	749.66
		Voucher:					
Sub total for BANK OF THE WEST:						1,627.51	1,627.51

3 checks in this report.

Grand Total All Checks: 1,627.51

Void Checks

Bank code: botw  
(none)

WARRANT REGISTER COUNCIL MEETING 12/11/2018

PART II b

apChkLst

11/29/2018 1:19:32PM

Final Check List  
City of South Gate

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1584	11/29/2018	00000343	PUBLIC EMPLOYEES RETIREIBen243268	11/15/2018	PERS RETIREMENT: PAYMEN	214,253.46	214,253.46
			Voucher:				
1588	11/29/2018	00000004	NATIONWIDE RETIREMENT SIBen243997	11/29/2018	DEF COMP NATIONWIDE: PA	46,127.18	46,127.18
			Voucher:				
1589	11/29/2018	00004836	SEIU LOCAL 721 CTW CLC-23Ben243999	11/29/2018	SEIU DUES: PAYMENT	3,192.00	3,192.00
			Voucher:				
1590	11/29/2018	00002370	INTERNAL REVENUE SERVICIBen244001	11/29/2018	MEDICARE: PAYMENT	136,764.41	136,764.41
			Voucher:				
1591	11/29/2018	00000343	PUBLIC EMPLOYEES RETIREIBen244003	11/29/2018	PERS RETIREMENT: PAYMEN	204,773.75	204,773.75
			Voucher:				
1592	11/29/2018	00001186	EMPLOYMENT DEVELOPMENBen244005	11/29/2018	SDI: PAYMENT	44,579.69	44,579.69
			Voucher:				
1593	11/29/2018	00004996	SEIU-COPE LOCAL 721, LA/OcBen244007	11/29/2018	SEIU-COPE LOCAL 721 DEDI	51.50	51.50
			Voucher:				
1594	11/29/2018	00004988	CHILD SUPPORT ON-LINE, STBen244009	11/29/2018	CHILD SUPPORT-ONLINE: PA	2,130.93	2,130.93
			Voucher:				
<b>Sub total for BANK OF THE WEST:</b>						<b>651,872.92</b>	

8 checks in this report.

**Grand Total All Checks: 651,872.92**

Void Checks

Bank code: botw  
(none)



**WARRANT REGISTER COUNCIL MEETING 12/11/2018**

**TOTALS**

**FISCAL YEAR 2018/2019**

<b>TOTAL AP PART I</b>	<b>905,070.14</b>
<b>TOTAL PAYROLL PART II a - 11/29/2018</b>	<b>1,627.51</b>
<b>TOTAL PAYROLL PART II b - 11/29/2018</b>	<b>651,872.92</b>
<b>TOTAL</b>	<b>1,558,570.57</b>
<b>VOIDS</b>	<b>(\$3,279.00)</b>
<b>LESS: EMPLOYEE PAYROLL DEDUCTIONS</b>	<b>(\$375,338.90)</b>
<b>TOTAL</b>	<b>1,179,952.67</b>

## SOUTH GATE CITY COUNCIL WARRANT APPROVAL AND CANCELLATION

Warrant Number 80443 to Number 80608 Inclusive, Totaling \$ 1,179,952.67 as listed on the accompanying Accounts Payable Warrant Register of December 11, 2018 and approved as presented, with the exception of the following warrants:

80224	FORENSIC NURSE SPECIALISTS	11/27/18	2,840.00	INCORRECT VENDOR WAS PAID ON ONE OF THE INVOICES. WILL BE REISSUED
80404	STATE OF CALIFORNIA	11/27/18	439.00	INCORRECT VENDOR NUMBER. WILL BE REISSUED
	<b>GRAND TOTAL OF VOIDED CHECKS</b>		<b>\$ 3,279.00</b>	

\_\_\_\_\_  
CITY AUDITOR

\_\_\_\_\_  
CITY MANAGER

  
\_\_\_\_\_  
DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on December 11, 2018 at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above demands, as approved.